

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JUNE 3, 2019, 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 May 20, 2019 Regular Meeting

7) Approval of Agenda

8) Public Hearings

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

9) Public Comment on Agenda Items

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

10) Presentations and Proclamations

a) Presentations

b) Proclamations

11) Petitions and Communications

a) Petitions

b) Communications

12) Reports from City Officers

a) From City Council

b) From City Manager

13) Budget Amendments

14) Consent Agenda

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

- a) To Set a Public Hearing on the Proposed Vacation of an Alley Located West of Division Avenue South, South of 39th Street, Adjacent to 3945 Division Avenue South (July 1, 2019 at 7:01 p.m.)

- b) To Authorize the Mayor and City Clerk to Execute an Amendment to the Streetlighting Contract with Consumers Energy Company

15) Resolutions

- c) Of Sympathy to the Family of Carl Paganelli, Sr.
- d) To Establish Rates, Fees and Charges Associated with Wireless Telecommunications Equipment, Support Structures, and Small Cell Wireless Facilities and Associated Structures
- e) To Approve and Authorize Signing of Cost Sharing Agreements for Certain Improvements at The Springs at The Reserve and at The Reserve at Rivertown

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

- f) To Authorize the Mayor and City Clerk to Execute the Contract with CompOne Administrators, Inc.
- g) To Accept a Proposal from Dykema Excavators, Inc. for the Metro Health Village Storm Sewer Modifications and to Authorize the Mayor and City Clerk to Execute the Contract
- h) To Authorize the Purchase of Aluminum Sulfate (Alum) and Hydrofluorosilicic Acid (Fluoride)
- i) To Accept a Proposal from Parkway Electric and Communications LLC for the Removal and Installation of a New Substation Transformer and to Authorize the Mayor and City Clerk to Execute the Contract
- j) To Accept a Quote for Moyno Progressive Cavity Pump Parts and to Authorize the Mayor and City Clerk to Execute the Contract
- k) To Accept Quotes for Netzsch Rotary Lobe Pump Parts and to Authorize the Mayor and City Clerk to Execute the Contract
- l) To Authorize the Purchase and Installation of Office Panels and Furniture
- m) To Authorize the Purchase of Office Supplies, Paper and Toner
- n) To Authorize the Purchase of an Evidence Drying Cabinet
- o) For Award of Proposals and to Authorize the Mayor and City Clerk to Execute the Contracts
 - 1. Uniforms, Cold Weather Gear and Service Awards
 - 2. Flashlights
 - 3. Ballistic Vests
 - 4. Sample Digestion Microwave

17) Ordinances

- 8-19 To Amend Chapter 77, Article V, of the City Code to Regulate Small Cell Wireless Telecommunications Facilities (Final Reading)
- 9-19 To Amend Chapter 82, Article III, Section 82-63, of the City Code Entitled "General Requirements" to Allow Gardens in Side Yards (Final Reading)
- 10-19 To Amend Chapter 70 of the City Code by Repealing Article II, Division 5, Entitled "Snow Plowing," by Repealing Article III, Division 1, Section 70-207 Entitled "Removal of Snow and Other Obstructions," and by Adding Article IV Entitled "Snow Plowing and Removal" to Address Snow Plowing and Removal Activities on Public Rights-of-Way and Private Property and Providing Penalties for Violations (First Reading)

- 11-19 To Amend the City Code by Amending Sections 1-20, 1-27 and 1-28 to Clarify the Officers Who Can Issue Citations and Penalties for Violations of the City Code; and by Adding Section 1-29, Repealing Section 14-54, and Amending Sections 14-52, 14-53, 14-117, 15-7, 15-8, and 22-38 to Provide the Procedure for License Denials, Suspensions, and Revocations, and for Appeals to the City Council (First Reading)
- 12-19 To Amend the City Code by Adding Section 66-23 to Provide for Single Lot Special Assessments (First Reading)
- 13-19 To Amend Chapter 90, Article 7, Section 90-709 of the City Code Regulating Off-Premises Advertising Signs (First Reading)
- 14-19 To Amend Chapter 90, Article 3, Section 90-329 of the City Code Addressing Standards for Radio, Television, Microwave and Wireless Telecommunications Towers and Facilities (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 (Contract Negotiations)

21) Adjournment

06.03.2019
City Atty

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING ON THE PROPOSED VACATION OF
AN ALLEY LOCATED WEST OF DIVISION AVENUE SOUTH, SOUTH OF 39TH
STREET, ADJACENT TO 3945 DIVISION AVENUE SOUTH

WHEREAS:

1. An alley extending south of 39th Street west of Division Avenue in the City of Wyoming more particularly depicted and described on the attached Exhibit A (the "Alley") serves only the abutting parcels and the owner of those parcels is seeking its vacation.
2. At its meeting on July 1, 2019, the City Council will consider a resolution to vacate the City's interest in the Alley.

NOW, THEREFORE, BE IT RESOLVED:

1. At its meeting on July 1, 2019, the City Council will hold a public hearing on the proposed vacation of the Alley.
2. Notice of the public hearing shall be published once in a newspaper published and circulated at least weekly within the city. A copy of such notice shall be sent by the city clerk by certified mail to adjacent property owners and to all public utilities.
3. All resolutions and parts of resolutions are, to the extent conflicting with this resolution, rescinded.

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 June 3, 2019.

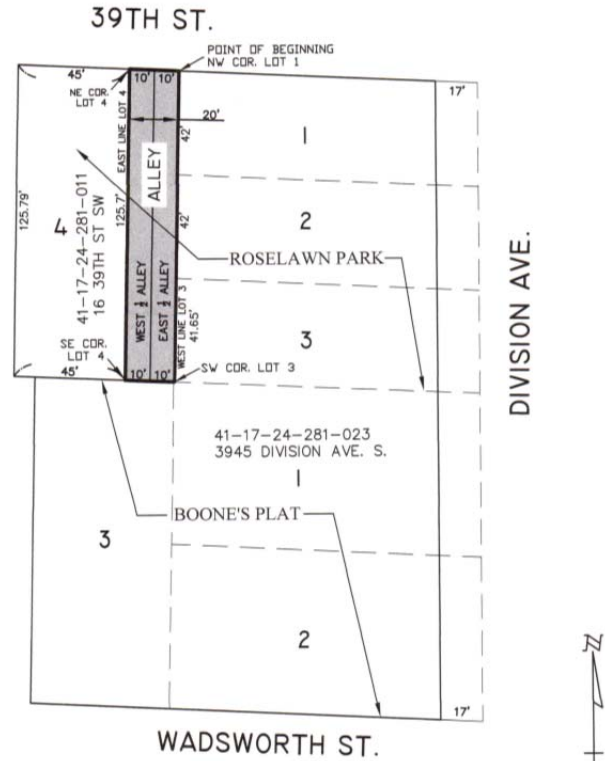
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

EXHIBIT A

NOTICE OF PUBLIC HEARING

Please take notice that at its meeting of Monday, July 1, 2019, beginning at 7:01 p.m., local time, to be held in the City Council Chambers on the 1st Floor of the City Hall, 1155 28th Street SW, Wyoming, Michigan 49509, the City Council of the City of Wyoming will hold a public hearing on the proposed vacation of the following depicted and described alley. At the hearing the City Council will hear comments from any persons about the proposed alley vacation and the City Council will accept any written comments submitted to the City Clerk's office at the above address before that hearing.



DESCRIPTION:
A 20 FOOT WIDE ALLEY DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, ROSELAWN PARK, PART OF SECTION 24, CITY OF WYOMING, KENT COUNTY, MICHIGAN; THENCE SOUTHERLY 125.65 FEET ALONG THE WEST LINES OF LOTS 1, 2, AND 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE WESTERLY 20 FEET TO THE SOUTHWEST CORNER OF LOT 4; THENCE NORTHERLY 125.7 FEET ALONG THE EAST LINE OF LOT 4 TO THE NORTHEAST CORNER OF SAID LOT; THENCE EASTERLY 20 FEET TO THE POINT OF BEGINNING.

Date: June __, 2019

Signed: Kelli A. Vandenberg
City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AMENDMENT TO THE STREETLIGHTING
CONTRACT WITH CONSUMERS ENERGY COMPANY

WHEREAS:

1. The City has had a contract with Consumers Energy Company (CE) for CE owned streetlights throughout the City for many years.
2. The City desires to have Consumers Energy Company install one LED Cobrahead streetlight at 1813 Chicago Drive SW. Consumers Energy will place this streetlight and necessary appurtenances at a cost of \$100.00.
3. Consumers Energy has submitted the attached modification to the streetlighting contract to address this change.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Mayor and City Clerk are hereby authorized to execute the attached Authorization for Change in Standard Streetlighting Contract and the accompanying Consumers Energy Resolution.

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 June 3, 2019.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Authorization for Change in Standard Lighting Contract
Consumers Energy Resolution

Resolution No. _____



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 103016902985

Consumers Energy Company is authorized as of 5/28/2019, by the City of WYOMING, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of WYOMING, dated 2/1/2013.

Lighting Type:
General Unmetered Experimental Lighting Rate GU-XL

Notification Number(s):
1047664862

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 2/1/2013 shall remain in full force and effect.

City of WYOMING

By: _____
(Signature)

(Printed)

Its _____
(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of WYOMING, dated 2/1/2013, in accordance with the Authorization for Change in Standard Lighting Contract dated 5/28/2019,

heretofore submitted to and considered by this commission council board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Kent

I, _____, Clerk of the City of WYOMING, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL

Number of Luminaires	Nominal Watts	Luminaire Type	Fixture Type	Fixture Style	Install Remove	Location
1	54	LED	Cobrahead	Cutoff	Install	1

RESOLUTION NO. _____

RESOLUTION OF SYMPATHY
TO THE FAMILY OF
CARL PAGANELLI, SR.

WHEREAS:

1. Carl Paganelli passed away on Tuesday, May 21, 2019.
2. Carl valiantly served his country through service in the U.S. Navy during the Korean War.
3. Carl was elected to serve on the Wyoming City Council in 1987 and served as the Second Ward Councilmember until 1991.
4. Carl was instrumental in the development of Pinery Park Little League.
5. Carl was significantly involved in officiating football, including high school, college, the United States Football League and the World League of American Football and was the supervisor of officiating for the Arena Football League, Mid American Football Conference and the XFL.
6. Carl was often referred to as the “godfather of Grand Rapids area officials” and was involved in the West Michigan Officials Association for nearly 60 years.
7. Carl was inducted into both the Arena Football Hall of Fame and the Grand Rapids Sports Hall of Fame, in 2008 and 2018, respectively.
8. The City of Wyoming gratefully acknowledges Carl’s service record and the many contributions he made to his community and the entire region.
9. Carl will be greatly missed by his family, friends and colleagues in public service.

NOW, THEREFORE, BE IT RESOLVED:

1. Mayor Jack Poll, the Wyoming City Council and the entire staff of the City of Wyoming extend deepest sympathies to Carl’s wife Mary, his family and friends.

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 June 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH RATES, FEES AND CHARGES ASSOCIATED
WITH WIRELESS TELECOMMUNICATIONS EQUIPMENT, SUPPORT
STRUCTURES, AND SMALL CELL WIRELESS FACILITIES AND
ASSOCIATED STRUCTURES

WHEREAS:

1. The Michigan Legislature enacted 2018 PA 35, entitled the “Small Wireless Communications Facilities Deployment Act,” MCL 460.1301 *et seq.* (“Act 365”) and 2018 PA 366 (“Act 366”) that amended sections 205 and 514 of the Michigan Zoning Enabling Act, 2006 PA 110 (the “MZEA”), MCL 125.3205 and 125.3514, both of which took effect on March 12, 2019.
2. Act 365 significantly impinges on the City’s authority over and control of its rights-of-way and other public places by requiring the City to allow the occupancy and use of those public spaces by the small cell wireless facilities and associated support structures with little regard how that occupancy and use may affect those spaces, the related infrastructure, the sense of place, costs incurred by local taxpayers, and other aspects of the local communities and their citizens forced to allow those facilities and structures occupancy and use of such public spaces.
3. Act 365 further limits the maximum amount which the City can charge to small cell wireless providers for use of these public resources, which the City built, operates and maintains.
4. The MZEA as amended by Act 366 now also restricts local zoning and land use regulations that can affect wireless communications equipment and supporting structures and also small cell wireless facilities.
5. This resolution is adopted in order to implement the very limited rates, charges, and fees the City is permitted charge providers of small cell wireless services and wireless communications services to occupy and use the City’s rights-of-way and other public spaces.

NOW, THEREFORE, BE IT RESOLVED:

1. The following rates, fees, and charges shall be charged to those applying for or obtaining City approvals for wireless communications equipment and supporting structures and small cell wireless facilities:
 - A. The zoning application fee for wireless communications equipment and support structures as defined by Act 366 shall be the same fee as for a site plan approval or \$1,000.00, whichever is less.
 - B. The zoning application fee for non-exempt co-locating small cell wireless facilities and support structures as defined by Act 365 shall be:
 1. \$1,000.00 for a new wireless support structure or modification of an existing wireless support structure.
 2. \$500.00 for a new small cell wireless facility or modification of an existing small cell wireless facility.
 - C. The application fee for a permit to co-locate a small cell wireless facility and/or associated support structure shall not exceed and shall be set as follows:
 1. \$200.00 for each small cell wireless facility alone.
 2. \$300.00 for each small cell wireless facility and a new utility pole or wireless support structure to which it will be attached.

Every 5 years after March 12, 2019, and without further action of the City Council, the maximum fees then authorized under this subsection C shall be increased by 10% and rounded to the nearest dollar.

D. The annual permit fee for each utility pole or wireless support structure in the right-of-way in the City on which a wireless provider has approval to co-locate a small cell wireless facility shall not exceed and shall be set as follows:

1. \$20.00 annually, unless subsection D.2 applies.
2. \$125.00 annually, if the utility pole or wireless support structure was erected by or on behalf of the wireless provider on or after March 12, 2019. (This subdivision does not apply to the replacement of a utility pole that was not designed to support small cell wireless facilities.)

Every 5 years after March 12, 2019, and without further action of the City Council, the maximum rates then authorized under this subsection D shall be increased by 10% and rounded to the nearest dollar.

2. All words, terms, and phrases used in this Resolution shall be interpreted in a manner consistent with Act 365 and Act 366.
3. All resolutions and parts of resolutions in conflict with this Resolution are, to the extent of such conflict, repealed.
4. This Resolution shall take immediate effect.

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 June 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE SIGNING OF COST SHARING
AGREEMENTS FOR CERTAIN IMPROVEMENTS AT THE SPRINGS AT THE
RESERVE AND AT THE RESERVE AT RIVERTOWN

WHEREAS:

1. Continental 484 Fund LLC (“Continental”) is acquiring a parcel from owners of The Reserve at Rivertown to develop as “The Springs at the Reserve” (the “Springs”).
2. Development of the Springs will include construction of a water main extension and storm sewer line in order to also serve property off-site.
3. As the developer of remaining property in The Reserve at Rivertown, TMGB Wilson, L.L.C. (“TMGB Wilson”) will also be constructing storm water and water improvements related to the development at the Springs that will also serve off-site utility users.
4. The City has a policy and practice providing for the sharing of certain costs incurred construct utilities that also serve off-site users.
5. Any budget amendment(s) needed to pay for shared costs which will be requested when estimates of the shared costs are available.

NOW, THEREFORE, BE IT RESOLVED:

1. A Utilities Cost Sharing Agreement between the City and Continental and a Utilities Cost Sharing Agreement between the City and TMGB Wilson are approved in form and substance as are approved by the City Manager, City Engineer, and City Attorney, and the Mayor and City Clerk are authorized and directed to sign and record them on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent any conflict with this Resolution, rescinded.

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 June 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Staff Report

STAFF REPORT

Date: May 28, 2019
Subject: Utility Cost Sharing Agreements
From: Scott Smith, City Attorney
Meeting Date: June 3, 2019

Background:

Continental 484 Fund LLC (“Continental”) wishes to close on the purchase of the northwest corner of The Reserve at Rivertown property on June 5, 2019, and to start construction of “The Springs at the Reserve” (the “Continental Development”) soon thereafter.

The Continental Development will include storm sewer and water mains to also address off-site utility needs. Continental will construct a water main to the edge of the boundary with the remaining property at The Reserve that would then be looped by the developer(s) of The Reserve to help ensure water quality, pressure and volume. Continental will construct a storm water line to the boundary with The Reserve and then Continental will construct a swale through The Reserve property to convey that storm water to the regional facility. The Developer(s) of The Reserve plan to bury a storm sewer during development of The Reserve. That storm sewer may be in a different location than the swale depending on final development plans for various portions of The Reserve.

Consequently, consistent with standard City policies and practices, the City would enter into a Utility Cost Sharing Agreement with Continental to pay the incremental cost of the constructing water mains to also meet off-site utility needs and to pay the costs of storm sewer lines exceeding 24-inches in diameter. While the City has a Utility Cost Sharing Agreement with the owners of The Reserve, a second agreement is being made to specifically address the water main, the storm water swale, and the replacement for the storm water swale. The owners of The Reserve will also convey a storm water easement for the swale that will enable them to relocate that easement when they construct the underground storm sewer. Both cost-sharing agreements also require payment of the applicable storm water fee calculated using the City’s standard methodology.

While budget amendments related to the cost sharing agreement will be needed, construction cost estimates, though requested by City staff, are not yet available. If the estimates are available when the agreements are signed, they will be included in the agreements. Budget amendments will be requested when those construction estimates are received.

Recommendation:

Adopt the Resolution approving the two Utility Cost Sharing Agreements.

Sustainability Criteria:

Environmental Quality – Adoption will ensure environmental quality by providing for looping of a water main to ensure better water quality and pressure and for appropriate storm water improvements.

Social Equity – Approval provides for the same storm water fee payment and the same cost sharing arrangements as for all development.

Economic Strength – Approval provides a relatively low-cost way to provide for off-site utilities.

Quality Customer Service – Consolidation of utilities improves customer service because there are fewer lines to inspect and maintain.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE
CONTRACT WITH COMPONE ADMINISTRATORS, INC.

WHEREAS:

1. On May 20, 2019, the City Council approved the proposal for the Workers' Compensation Third Party Administrator Services from CompOne Administrators, Inc.
2. The City Attorney has reviewed and approved as-to-form an additional contract received from CompOne for its services.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby approve the contract with CompOne Administrators, Inc., with CompOne Administrators, Inc., for Worker's Compensation Third Party Administrator Services
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Contract

Resolution No. _____



May 28, 2019

City of Wyoming
1155 28th Street
Wyoming, MI 49509

Dear Curtis Holt:

Enclosed you will find a copy of the CompOne Administrators, Inc. Renewal TPA Service Agreement. Please sign and return via email to mhankerd@compone.net.

We appreciate your business and look forward to the continued opportunity to provide you with excellent service in the future. If you have any questions, please do not hesitate to call me.

Best regards,

Mark A. Hankerd
Senior Account Executive
CompOne Administrators, Inc.
Direct 517-913-1717
Cell 517-897-6553

Enclosure



COMPONE
ADMINISTRATORS

39500 High Pointe Blvd., Ste. 400
Novi, MI 48375
(248) 348-8200 phone
(248) 675-2550 fax

CONTRACT FOR SERVICES

PARTIES

City of Wyoming (hereinafter "CLIENT") hereby retains CompOne Administrators, Inc. (hereinafter "COMPONE"), to perform the services listed on Schedule V.

TERMS

This contract shall be in effect from 7/01/2019 to 6/30/2022 with optional two 1-year extensions from 7/1/2022 to 6/30/2024 and shall remain in full force and effect unless amended or terminated.

ATTACHMENTS

Attached hereto and made a part hereof are the following schedules:

- I. OBLIGATIONS OF THE PARTIES
- II. BANKING
- III. TERMS AND CONDITIONS
- IV. DEFINITIONS
- V. SERVICES AND FEES

City of Wyoming
Organization Name

CompOne Administrators, Inc.
Company Name

By: _____

By: 

Title: _____

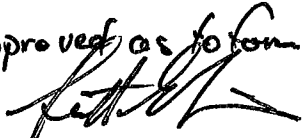
Title: Bruce T. Stubbs
Executive Vice President/COO

Date: _____

Date: 5/28/19

Address: 1155 28th Street
Wyoming MI 49509

Address: 39500 High Pointe Blvd, #400
Novi MI 48375

Approved as follows:


A. **Obligations of COMPONE**

CompOne agrees to perform the following services:

1. With regard to Claims Administration, COMPONE shall:
 - a. Review each claim and loss report submitted by the CLIENT during the term of this contract.
 - b. Conduct an investigation of each qualified claim or loss to the extent deemed necessary by COMPONE.
 - c. Maintain a file for each qualified claim or loss which shall be available for review by the CLIENT.
 - d. Adjust, settle, or resist all qualified claims or losses:
 - 1) within the stated discretionary settlement authority limit;
 - 2) with specific approval of the CLIENT, if outside the stated authority limit.
 - e. Perform necessary and customary administrative and clerical work in connection with each qualified claim or loss, including the preparation of checks or vouchers, releases, agreements, and other documents needed to finalize a claim.
 - f. Establish and update claim reserves as needed.
 - g. Assist the CLIENT in establishing a banking arrangement for loss and expense payments as set forth in Schedule II.
 - h. Notify CLIENT, CLIENT's agents, carriers, and excess insurance carriers as designated by the CLIENT, of all qualified claims or losses which may exceed the CLIENT's retention and, if requested, provide information on the status of those claims or losses. COMPONE is responsible for all reporting to excess insurance carrier as required by CLIENT excess insurance policy(ies).
 - i. Coordinate investigations on litigated claims with attorneys representing the CLIENT and with representatives of the excess carrier, as required. It is expressly understood that all legal costs and loss payments will be charged to the CLIENT.
 - j. Investigate and pursue subrogation possibilities on behalf of the CLIENT in all states permitting subrogation. Funds received from all subrogation collections shall be considered revenue of the CLIENT.
 - k. Maintain an automated loss and information system, and provide the CLIENT with reports as set forth in Schedule V.
 - l. Provide forms, as determined by COMPONE, needed to administer the CLIENT'S program.

- m. Provide additional ad hoc information, analysis, reports and services on time and expense basis.
 - n. Assist the CLIENT in selecting experts or specialists as the claims may require.
 - o. Provide personnel needed to perform the services agreed to herein.
- 2. With respect to Self-Insurance Qualification, COMPONE shall assist the CLIENT in the filing of periodic reports and renewal applications required by state administrative agencies
 - 3. With regard to Risk Management Consulting and Appraisals, COMPONE shall provide the services set forth in Schedule V.
 - 4. Provide other services as set forth in Schedule V.

B. Obligations of CLIENT

- 1. CLIENT shall pay COMPONE for services the annual sum set forth on Schedule V as agreed to under the "Billing and Payment Terms" section. At the end of each contract period, the annual compensation shall be subject to adjustment, and stated minimum fee.

Where applicable, COMPONE shall audit the claim counts at the 18th month. CLIENT shall pay COMPONE any additional fees due as a result of these audits.

- 2. CLIENT shall provide funds for the payment of qualified claims or losses, allocated loss expenses, and any Managed Care fees, if applicable. COMPONE shall not be required to advance funds to pay losses, allocated loss expenses, bank charges, or Managed Care fees.
- 3. Fees are payable upon receipt of invoice. COMPONE reserves the right to charge 1% per month on balances unpaid after 30 days.

SCHEDULE II
BANKING - COMPONE ACCOUNT

COMPONE will provide an on-line check issuance system, which provides for automated payments and control. The account will be funded by the CLIENT. COMPONE will assist the CLIENT in establishing the initial imprest/opening balance of the fund. COMPONE will analyze the account from time to time and will submit advisory reports, including any excess or deficiencies to the imprest/opening balance. As a result of the advisories, the CLIENT agrees to fund any imprest increase within 30 days of notification.

It is expressly understood that COMPONE shall not be required to advance its own funds to pay any of the CLIENT's obligations.

In the event of cancellation or non-renewal of this contract, CLIENT agrees to fund an amount sufficient to fund all of the CLIENT's outstanding obligations.

If, at any time, CLIENT fails to provide adequate funding, COMPONE shall issue "stop payment" orders on outstanding payments. CLIENT agrees to indemnify COMPONE for any losses resulting from CLIENT's failure to fund its obligations. Any bank charges resulting from inadequate funding including, but not limited to, interest, stop payment charges, and overdraft fees, shall be the obligations of the CLIENT and shall be billed to the CLIENT when known. COMPONE shall have the right to convert the CLIENT's program to either daily clearance or voucher upon 48 hours notice to the CLIENT.

SCHEDULE III **TERMS AND CONDITIONS**

- A. Discretionary Settlement Authority - The limit on any settlement payment by COMPONE shall be as set forth in Schedule V. It is agreed that COMPONE shall have full authority in all matters pertaining to the payment, processing, investigation, and administration of qualified claims or losses within this limit. Failure of COMPONE to settle a qualified claim or loss within such limit shall not subject COMPONE to liability to any party in the event of an adverse judgment entered by any court or the settlement of such claim or loss for an amount in excess of such limit.
- B. Terms of Cancellation or Non-Renewal - The original term of this agreement shall be for a period of 3 years commencing on 7/01/2019, and ending on 6/30/2022, with two 1-year options ending on 6/30/2024. Either party can terminate this agreement for any reason by giving 90-day notification to the other in writing of such party's election to terminate this agreement.

In the event of cancellation or non-renewal of this contract, CompOne will continue to manage all pending claims to conclusion of the claims, and claims occurring in this service term but not reported prior to the date of termination unless CompOne is relieved by the Michigan Workers' Compensation Agency. There will be a \$400 per claim per year charge for each claim that remains open, should the Client decide to leave tail claims with CompOne.

Should the CLIENT elect to have the files returned to them, COMPONE will provide a tape or paper copy of the claim information. Upon delivery of this information to CLIENT, claim information will be deleted from the system. All documents generated or prepared by COMPONE for the CLIENT or any materials relating to CLIENT held by COMPONE for the CLIENT are the property of the CLIENT and shall be surrendered to the CLIENT within 10 days of termination of the service contract, subject to written request by the CLIENT.

If the CLIENT fails to pay any amounts billed, including but not limited to COMPONE's service fee during the payment period within 30 days, COMPONE shall have the right to terminate the contract by giving the CLIENT and the administrative authorities of the involved status supervising self insurance ten (10) days notice in writing. Costs for file transfer shall be the obligation of the CLIENT.

- C. Sole Claims Administrator - During the terms of this Agreement and except as otherwise agreed to by the parties hereto, CLIENT agrees that COMPONE shall be the sole claims administrator with respect to the CLIENT's program and that all new claims under CLIENT's program shall be forwarded to COMPONE. CLIENT further agrees not to self-administer or adjust any such claims or to forward any such claims to any other service organization or individual without COMPONE's prior written consent.

- D. Practice of Law - COMPONE will not perform any service which may constitute the unauthorized practice of law.
- E. Mutual Indemnification - COMPONE agrees to defend, indemnify, protect, save, and keep harmless CLIENT from any and all loss, cost, damage, or exposure arising from the negligent acts or omissions of COMPONE.

CLIENT agrees to defend, indemnify, protect, save, and keep harmless COMPONE from any and all loss, cost, damage, or exposure arising from the negligent acts or omissions of CLIENT.

The foregoing indemnification provisions shall survive termination of the Agreement.

- F. Notices - Any notices required to be given under this contract shall be sent by certified mail to the following case of COMPONE:

Bruce T. Stubbs
Executive Vice President & COO
CompOne Administrators, Inc.
39500 High Pointe Blvd., Suite 400
Novi, MI 48375

And in the case of the CLIENT:

Curtis Holt
City Manager
City of Wyoming
1155 28th Street
Wyoming MI 49509

- G. Successors - This contract shall be binding upon and shall inure to the benefit of all assigns, transferees, and successors in interest of the parties.
- H. Modification - This contract represents the entire agreement between the parties and may be modified only in writing. COMPONE reserves the right to request a modification of fees if:
- It is determined that the historical data upon which COMPONE's fees and service charges developed were based upon erroneous, obsolete, or insufficient information, or that a change in CLIENT's business will materially change the nature and/or volume of its business or claims as contemplated at the inception of the Agreement.
 - During the term of the Agreement, legislative and/or regulatory requirements materially impact or change the scope of COMPONE's services or responsibilities.
- I. Confidentiality of Data - All data furnished by the CLIENT, or generated as a result of services performed under this agreement, and other information designated by the CLIENT in writing, shall be treated as confidential. COMPONE reserves the right to use statistical information or other data, so long as the CLIENT's name and/or confidential data are adequately protected.

- J. Status - It is understood that COMPONE is engaged to perform services under this contract as an independent contractor and not as an agent of the CLIENT. This contract shall be governed by the laws of the State of Michigan.
- K. Managed Care – If CompOne provides Managed Care services for the CLIENT's program, either directly or indirectly through an independent contractor, CLIENT agrees to pay COMPONE an additional fee for these services (all or part of which may be paid to COMPONE by the independent contractor) and to comply with the procedures for utilizing any such Managed Care services.
- L. Reporting - COMPONE will not assure that other coverage (unknown to COMPONE) exists for a qualified claim or loss. COMPONE shall not be responsible for reporting to carriers on a type of claim or loss not managed by COMPONE.
- M. Fines and Penalties - COMPONE shall not be responsible for any fines or penalties assessed by any governmental agency because of the acts or omissions of the CLIENT, or by previous or successor claim administrators.
- N. Solicitation of Employees - CLIENT agrees that, during the term of the Agreement and for a two-year period thereafter, CLIENT shall not, without the written consent of the President of COMPONE, solicit to hire, or hire any employee of COMPONE who, during the term of this Agreement, has performed, or contributed to the performance of services hereunder.
- O. Risk Management Consulting - With respect to any risk management consulting services, including any form of inspection service provided by COMPONE to CLIENT:
1. Such services shall be in the nature of advisory to the CLIENT only and shall not be construed as imposing upon COMPONE any duty to implement any recommendation made by COMPONE or to otherwise ensure that any premises, equipment, or other subject matter of COMPONE consulting service is safe from hazards or defects.
 2. Such services shall be solely for the benefit of CLIENT and shall not be construed as creating any duty to, or conferring any right to, any third party, including without limitation, any duty to warn any third party or the public at large.
 3. The scope of such services may be subject to further limitations pursuant to the terms of any written reports delivered to CLIENT and respecting such services.
- P. Claim File Records - COMPONE will retain claim files for 24 months following date of closure. Thereafter, files will be returned to CLIENT or forwarded to such location as may be designated by the CLIENT for continued storage.
- Q. Subrogation - To the extent COMPONE is involved in pursuing recoveries against third parties or otherwise undertaking subrogation activities on behalf of CLIENT, COMPONE is authorized to collect, in the name of the CLIENT or in the name of COMPONE, all funds due as a result of such recovery or subrogation activities. COMPONE shall not be required to establish any trust accounts for the benefit of CLIENT, but shall promptly and fully account for all funds so received.

**SCHEDULE IV
DEFINITIONS**

Claim - Any report of an accident (first or third party) alleging or resulting in injury, damage, or loss which could give rise to a demand for the payment of money.

Discretionary Settlement Authority - COMPONE is authorized to make payment, or loss expense, up to this amount, as COMPONE deems necessary.

Qualified Claim or Loss - COMPONE will investigate and adjust any loss or claim occurring within the service term, provided the loss or claim type is identified in Schedule V.

Allocated Expenses - Shall be the responsibility of the CLIENT and shall include, but not be limited to:

- | | |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| -Professional photographs | -Court reporters |
| -Medical records | -Fees for service of process |
| -Experts' rehabilitation costs | -Pre and post judgment interest paid |
| -Accident reconstruction | -Chemists |
| -Architects, contractors | -Collection costs payable on subrogation |
| -Engineers | -Managed care |
| -Police, fire, coroner, weather, or other reports | -ISO Indexing Services |
| -Property damage appraisals | -Any other similar costs, fee, or expense reasonably chargeable to the investigation, negotiation, settlement, or defense of a claim or loss which must have the explicit prior approval of the CLIENT. |
| -Legal fees | |
| -Official documents and transcripts | |
| -Sub rosa investigations | |
| -Medical examinations | |
| -Payments made for claim file | |

Managed Care - Managed Care service shall include, but not be limited to:

-Preferred Provider Organization networks	-Light duty and return to work programs
-UCR application	-Prospective injury management services
-Medical case management services	-Hospital bill audit services
-Vocational rehabilitation services	-First Report of Injury reporting and state filing
-Utilization review services	-Peer review services

**SCHEDULE V
SERVICES AND FEES**

Services Provided:

A.	Claims Administration	
a.	Auto Liability - Bodily Injury (AB)	N/A
b.	Auto Liability - Property Damage (AD)	N/A
c.	Auto Physical Damage (APD)	N/A
d.	General Liability - Bodily Injury (GB)	N/A
e.	Products Liability	N/A
f.	Professional Liability	N/A
g.	Property (PR)	N/A
h.	Workers' Compensation (WC) Service Fee is based on a Flat Fee basis.	Annual Service Fee: <ul style="list-style-type: none"> • 2019: \$19,000 • 2020: \$19,000 • 2021: \$19,000 Option Years: <ul style="list-style-type: none"> • 2022: \$19,475 • 2023: \$19,962
i.	Medical Bill Review	Included
j.	Assumption	N/A
k.	Other: Acct Maint/Claims Reviews	Included
B.	Loss Funding	
a.	COMPONE Banking	Continuing
b.	Voucher	To be determined
c.	Client Owned Banking	To be determined
C.	Supplemental	
a.	Meetings	At clients request not to exceed 4 per year
b.	Case Management Services Option is available to use your preferred vendor or a discounted rate of \$98 per hour is offered with ManageAbility	Allocated to file
e.	Settlement Authority	None
f.	Index Bureau	Current ISO pricing
g.	Coordination	Standard
h.	Set up program	Included in fees
i.	Incident Processing	Included
j.	Record Only Processing	Included
k.	Update Appraisals	N/A
l.	Risk Inspections	N/A
m.	Utilization Review (paid off file) Discounted rate of \$98 per hour with ManageAbility	Allocated to file
n.	PPO & PHARMACY-	28% of savings
D.	Risk Management Consulting	
a.	Loss Control - \$150 per hour	
b.	Other:	

Option 1 - Inclusive with Bill Review

Additional Service Terms and Conditions: Service fees payable during the contract term are earned at the contract inception date. The deferred portion of the minimum claims fees will be earned at the rate of quarterly from the anniversary date of the contract. The following payment schedule applies:

Due Date	Amount
07/01/2019	\$4,750.00
10/01/2019	\$4,750.00
01/01/2020	\$4,750.00
04/01/2020	\$4,750.00
07/01/2020	\$4,750.00
10/01/2020	\$4,750.00
01/01/2021	\$4,750.00
04/01/2021	\$4,750.00
07/01/2021	\$4,750.00
10/01/2021	\$4,750.00
01/01/2022	\$4,750.00
04/01/2022	\$4,750.00
OPTION YEARS	
07/01/2022	\$4,868.75
10/01/2022	\$4,868.75
01/01/2023	\$4,868.75
04/01/2023	\$4,868.75
07/01/2023	\$4,990.50
10/01/2023	\$4,990.50
01/01/2024	\$4,990.50
04/01/2024	\$4,990.50

Billing will be done quarterly unless otherwise stated. They can be handled weekly, monthly, quarterly, or annually.

Billing is to be e-mailed to:

- Rosa Ooms - oomsr@wyomingmi.gov
- Christine McKinley - mckinleyc@wyomingmi.gov
- Amy Berridge - berridgea@wyomingmi.gov

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM DYKEMA EXCAVATORS, INC. FOR
THE METRO HEALTH VILLAGE STORM SEWER MODIFICATIONS AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, Dykema Excavators, Inc. has provided Wyoming with a proposal for the MHV Storm Sewer Modification at a construction cost of \$30,820.
2. The total cost for this project will be financed out of the Capital Improvement Fund:

Construction	\$30,820
<u>Engineering and Contingencies</u>	<u>\$4,180</u>
Total Project Cost	\$35,000

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby accepts a proposal from Dykema Excavators to complete the MHV Storm Sewer Modifications for \$30,820.

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 June 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract

STAFF REPORT

Date: May 29, 2019
Subject: Metro Health Village (MHV) Storm Sewer Modification
From: Jeffrey Oonk, Senior Civil Engineer
Meeting Date: June 3, 2019

Recommendation:

It is recommended that the City Council approve a proposal from Dykema Excavators, Inc. to construct the MHV Storm Sewer Modifications at an estimated cost of \$30,820.

Sustainability Criteria:

Environmental Quality – Reliable storm sewer systems reduce the potential for negative impacts that result from flooding.

Social Equity – Storm sewers have little or no impact on Social Equity.

Economic Strength – The improvements will provide a well-functioning storm sewer system for a portion of Metro Health Village which will allow for continued development of the area.

Quality Service Impact:

This storm sewer modification helps to maintain the infrastructure that allows for proper storm water management to protect property within the City of Wyoming.

Discussion:

On May 20, 2019, the City of Wyoming received three (3) proposals for the MHV Storm Sewer Modification project with Dykema Excavators, Inc. submitting the lowest price of \$30,820. This project will modify the public storm sewer system that crosses Units 3 and 4 of Metro Health Village. A segment of this sewer system is located outside of an easement and needs to be modified to allow for future development.

The total project cost is \$35,000 including Engineering and Contingencies.

Budget Impact:

Funds are available in the Capital Improvement Fund.

CITY PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN

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

BACKGROUND

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

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

"Contractor" means Dykema Excavators, Inc., a Michigan corporation of 1730 Three Mile Road, Grand Rapids, MI 49505.

"Effective Date" means June 4, 2019.

"Project" means to supply the materials, construct and install the MHV Storm Sewer Modification in accordance with the Request for Quotes issued Monday, May 20, 2019, a copy of which is attached as Exhibit B.

"Proposal" means the Contractor's proposal for the Project attached as Exhibit C.

TERMS AND CONDITIONS

1. Contractor will provide the equipment and materials, construct and install the Project and instruct City staff on the use and maintenance of the Project as provided in the Proposal. Except as otherwise provided in the Proposal, Contractor will provide all needed qualified personnel, supplies, and tools needed to complete the Project.
2. The City will pay Contractor in accordance with the proposal and ensure any materials and services the Proposal identifies as being provided by the City are provided on a timely basis so Contractor can complete the Project as stated in the Proposal.
3. Contractor represents and warrants it is complying with and will comply with the City Contract Standard Terms and Conditions attached as Exhibit A.
4. This is the only agreement between the parties regarding the Project. 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 Contractor.

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

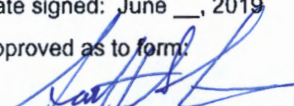
CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: June __, 2019

Approved as to form:



Scott G. Smith, City Attorney

DYKEMA EXCAVATORS, INC.

By:  _____
James A. Dykema, President

Date signed: June 23, 2019

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. Applicability. These Standard Terms and Conditions apply to all contracts to which the City of Wyoming (the "City") is a party ("City Contracts") unless they are 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 ("Contractor") attests it complies with and will comply with these Standard Terms and Conditions.

2. Legal Compliance. Contractor shall 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. Permits and Inspections. Unless the City Contract or the Proposal states otherwise, Contractor shall, without expense to the City, obtain all necessary licenses and permits required to lawfully perform the work under the City Contract and shall furnish copies of those licenses and permits to the City prior to commencing work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

4. Grant Compliance. If state or federal grant funds have been identified to Contractor as a source of payment for any part of the project, by signing the contract, Contractor (i) represents the Contractor 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. Contractor represents and promises that:

A. Contractor has and will maintain and any personnel engaged by Contractor to provide services or perform work under the City Contract have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Neither Contractor nor its 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 not 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 not 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 not 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, Contractor and subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Contractor is not on and will remain off the Federal Excluded Parties List ("EPLS"). If Contractor 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 Contractor, 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 Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

6. Diversity and Inclusion. Contractor 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. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with 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 Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or 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. Contractor 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 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. Contractor and all its subcontractors shall, 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. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, 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. Contractor 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 sale or use as part of the City

Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all materials and items supplied under the City Contract shall be new, the best of their respective kind and free from defects.

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, Contractor shall remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and to cleanup and remove of all debris resulting from the work. All disposal shall comply with applicable laws, rules and regulations and Contractor shall retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

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

15. Manufacturer Information and Warranties. Contractor shall provide the City all manufacturer parts lists, assembly or maintenance information, and any other documents provided by the manufacturer or any items provided or installed under the City Contract, and shall ensure any warranties for such items are held by or assigned to the City.

16. Risk Allocation. Contractor is solely responsible for (i) the means and methods of the work and services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) for any injuries or property damage occurring as a result of its work under and performance of the City Contract. Contractor shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City as a result of Contractor's work under or performance of the City Contract. Contractor shall reimburse the City for or pay in the City's stead any costs the City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's work under or performance of the City Contract.

17. Insurance.

COMMERCIAL GENERAL LIABILITY Minimal Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence

WORKERS' DISABILITY COMPENSATION Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE 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 to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

Upon the City's request, Contractor 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. Contractor shall retain copies of all records related to the City Contract, including, without limitation, the items supplied or used in performance of the City Contract, and all work under the City Contract for at least 5 years after completion of the City Contract. Contractor shall, 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 Contractor 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. Contractor is wholly independent of the City and none of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

Exhibit B
Request for Quotes

City of Wyoming
Request for Quotes

for

MHV Storm Sewer Modification

Quotes Due: **4:00 p.m. Monday, May 20, 2019**

Please submit your quote to the City of Wyoming, Engineering Department in person or by mailing to:

City of Wyoming
Engineering Department
2660 Burlingame Avenue
Wyoming, MI 49509

The City will review the quotes based upon the requested work and respond accordingly. If additional information is required, please contact Jeff Oonk, Senior Civil Engineer or Russ Henckel, Assistant Director of Public Works – Engineering at (616) 530-7254, Monday through Thursday, 7:00 a.m. to 5:00 p.m.

City of Wyoming's
MHV Storm Sewer Modification

Request for quotes due: 4:00 p.m. Monday, May 20, 2019

GENERAL

The City of Wyoming is requesting quotes to remove, salvage and reinstall approximately 150' of 36" RCP storm sewer. The existing pipe was installed in 2006. The slope of the sewer will be flattened to minimum grade to accommodate connection to an existing upstream sewer. It is anticipated that all new gaskets will be needed and shall be included in the cost to reinstall the sewer. New 36" RCP sewer will be needed to make the connection to MH 7 and to replace any existing sewer that cannot be salvaged. All new sewer will be paid under the 36" Sewer Item. This project will also include removing a 30" flared end section and rip-rap and restoring the pond edge where these items are removed. The existing 30" sewer line must be bulkheaded and filled with flowable fill.

SCHEDULE

The City will obtain approval from the property owner for the work that will occur outside of the existing storm sewer easement. It is anticipated that this approval will be obtained and a notice to proceed will be given by June 1, 2019. All work, including restoration, must be completed by June 30, 2019.

PROPOSAL

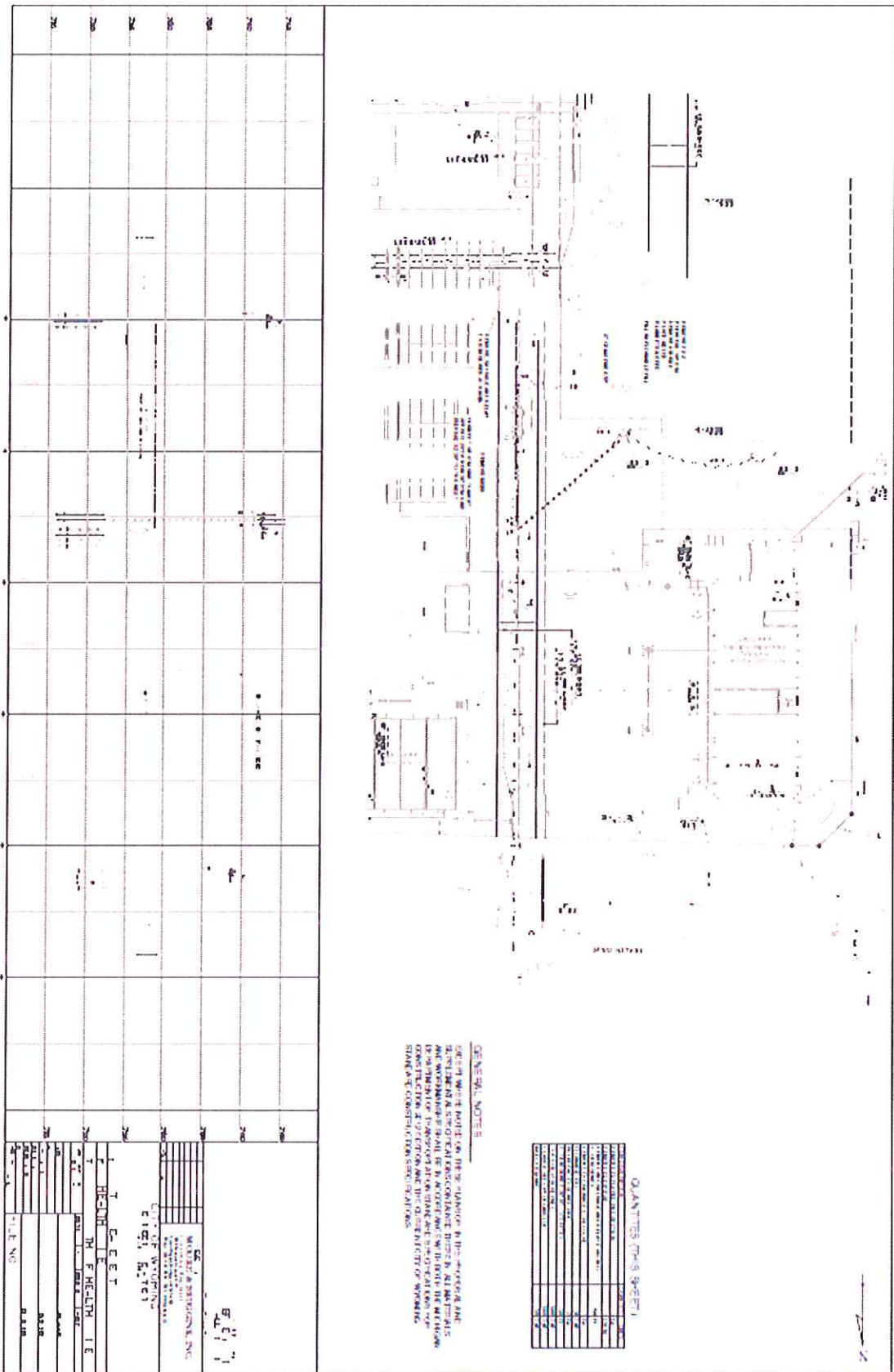
Please submit your quote to the Engineering Department by 4:00 p.m. on Monday, May 20, 2019. Please mail or deliver your quote to:

City of Wyoming
Engineering Department
2660 Burlingame Avenue
Wyoming, MI 49509

Each quote shall be in an envelope clearly marked:

MHV Storm Sewer Modifications.

All quotes shall be submitted using the enclosed Schedule of Items.



GENERAL NOTE:
 SEE GENERAL NOTE ON THIS PLAN FOR THE DESIGN AND
 CONSTRUCTION OF THE WATER TREATMENT PLANT. THE
 DESIGN AND CONSTRUCTION OF THE WATER TREATMENT
 PLANT SHALL BE IN ACCORDANCE WITH THE MICHIGAN
 DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) STANDARDS
 FOR WATER TREATMENT PLANTS AND THE DESIGN AND
 CONSTRUCTION STANDARDS FOR WATER TREATMENT
 PLANTS.

QUANTITIES (M3) SHEET 1

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	CONCRETE	1000	M3
2	STEEL	500	TONS
3	WATER TREATMENT EQUIPMENT	100	UNITS
4	WATER TREATMENT MATERIALS	200	TONS
5	WATER TREATMENT SUPPLIES	50	TONS
6	WATER TREATMENT WASTE	10	TONS
7	WATER TREATMENT RESIDUE	5	TONS
8	WATER TREATMENT BY-PRODUCTS	2	TONS
9	WATER TREATMENT SLUDGE	1	TONS
10	WATER TREATMENT SCUM	0.5	TONS
11	WATER TREATMENT FLOCCULANT	0.2	TONS
12	WATER TREATMENT COAGULANT	0.1	TONS
13	WATER TREATMENT CHEMICALS	0.05	TONS
14	WATER TREATMENT REAGENTS	0.02	TONS
15	WATER TREATMENT ADJUSTERS	0.01	TONS
16	WATER TREATMENT CONTROLS	0.005	TONS
17	WATER TREATMENT MONITORS	0.002	TONS
18	WATER TREATMENT TESTS	0.001	TONS
19	WATER TREATMENT RECORDS	0.0005	TONS
20	WATER TREATMENT DATA	0.0002	TONS
21	WATER TREATMENT REPORTS	0.0001	TONS
22	WATER TREATMENT DOCUMENTS	0.00005	TONS
23	WATER TREATMENT FILES	0.00002	TONS
24	WATER TREATMENT ARCHIVES	0.00001	TONS
25	WATER TREATMENT BACKUPS	0.000005	TONS
26	WATER TREATMENT RESTORES	0.000002	TONS
27	WATER TREATMENT RECOVERIES	0.000001	TONS
28	WATER TREATMENT REPAIRS	0.0000005	TONS
29	WATER TREATMENT MAINTENANCE	0.0000002	TONS
30	WATER TREATMENT INSPECTIONS	0.0000001	TONS
31	WATER TREATMENT AUDITS	0.00000005	TONS
32	WATER TREATMENT CERTIFICATIONS	0.00000002	TONS
33	WATER TREATMENT LICENSING	0.00000001	TONS
34	WATER TREATMENT PERMITS	0.000000005	TONS
35	WATER TREATMENT REGULATIONS	0.000000002	TONS
36	WATER TREATMENT STANDARDS	0.000000001	TONS
37	WATER TREATMENT CODES	0.0000000005	TONS
38	WATER TREATMENT ORDINANCES	0.0000000002	TONS
39	WATER TREATMENT RESOLUTIONS	0.0000000001	TONS
40	WATER TREATMENT ORDERS	0.00000000005	TONS
41	WATER TREATMENT DECISIONS	0.00000000002	TONS
42	WATER TREATMENT ACTIONS	0.00000000001	TONS
43	WATER TREATMENT REVISIONS	0.000000000005	TONS
44	WATER TREATMENT CORRECTIONS	0.000000000002	TONS
45	WATER TREATMENT IMPROVEMENTS	0.000000000001	TONS
46	WATER TREATMENT UPGRADES	0.0000000000005	TONS
47	WATER TREATMENT EXPANSIONS	0.0000000000002	TONS
48	WATER TREATMENT MODIFICATIONS	0.0000000000001	TONS
49	WATER TREATMENT ADJUSTMENTS	0.00000000000005	TONS
50	WATER TREATMENT TUNING	0.00000000000002	TONS
51	WATER TREATMENT OPTIMIZATION	0.00000000000001	TONS
52	WATER TREATMENT EFFICIENCY	0.000000000000005	TONS
53	WATER TREATMENT QUALITY	0.000000000000002	TONS
54	WATER TREATMENT QUANTITY	0.000000000000001	TONS
55	WATER TREATMENT COSTS	0.0000000000000005	TONS
56	WATER TREATMENT BUDGETS	0.0000000000000002	TONS
57	WATER TREATMENT FINANCING	0.0000000000000001	TONS
58	WATER TREATMENT INVESTMENT	0.00000000000000005	TONS
59	WATER TREATMENT RETURNS	0.00000000000000002	TONS
60	WATER TREATMENT RISKS	0.00000000000000001	TONS
61	WATER TREATMENT MITIGATION	0.000000000000000005	TONS
62	WATER TREATMENT CONTINGENCIES	0.000000000000000002	TONS
63	WATER TREATMENT EMERGENCIES	0.000000000000000001	TONS
64	WATER TREATMENT DISASTERS	0.0000000000000000005	TONS
65	WATER TREATMENT RECOVERY	0.0000000000000000002	TONS
66	WATER TREATMENT RESILIENCE	0.0000000000000000001	TONS
67	WATER TREATMENT SUSTAINABILITY	0.00000000000000000005	TONS
68	WATER TREATMENT INNOVATION	0.00000000000000000002	TONS
69	WATER TREATMENT RESEARCH	0.00000000000000000001	TONS
70	WATER TREATMENT DEVELOPMENT	0.000000000000000000005	TONS
71	WATER TREATMENT COLLABORATION	0.000000000000000000002	TONS
72	WATER TREATMENT PARTNERSHIPS	0.000000000000000000001	TONS
73	WATER TREATMENT COMMUNITY	0.0000000000000000000005	TONS
74	WATER TREATMENT ENGAGEMENT	0.0000000000000000000002	TONS
75	WATER TREATMENT TRANSPARENCY	0.0000000000000000000001	TONS
76	WATER TREATMENT ACCOUNTABILITY	0.00000000000000000000005	TONS
77	WATER TREATMENT INTEGRITY	0.00000000000000000000002	TONS
78	WATER TREATMENT ETHICS	0.00000000000000000000001	TONS
79	WATER TREATMENT VALUES	0.000000000000000000000005	TONS
80	WATER TREATMENT MISSION	0.000000000000000000000002	TONS
81	WATER TREATMENT VISION	0.000000000000000000000001	TONS
82	WATER TREATMENT STRATEGY	0.0000000000000000000000005	TONS
83	WATER TREATMENT GOALS	0.0000000000000000000000002	TONS
84	WATER TREATMENT OBJECTIVES	0.0000000000000000000000001	TONS
85	WATER TREATMENT PRIORITIES	0.00000000000000000000000005	TONS
86	WATER TREATMENT FOCUS	0.00000000000000000000000002	TONS
87	WATER TREATMENT INITIATIVES	0.00000000000000000000000001	TONS
88	WATER TREATMENT PROGRAMS	0.000000000000000000000000005	TONS
89	WATER TREATMENT SERVICES	0.000000000000000000000000002	TONS
90	WATER TREATMENT PRODUCTS	0.000000000000000000000000001	TONS
91	WATER TREATMENT SOLUTIONS	0.0000000000000000000000000005	TONS
92	WATER TREATMENT INNOVATIONS	0.0000000000000000000000000002	TONS

GENERAL NOTE:
 SEE GENERAL NOTE ON THIS PLAN FOR THE DESIGN AND
 CONSTRUCTION OF THE WATER TREATMENT PLANT. THE
 DESIGN AND CONSTRUCTION OF THE WATER TREATMENT
 PLANT SHALL BE IN ACCORDANCE WITH THE MICHIGAN
 DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) STANDARDS
 FOR WATER TREATMENT PLANTS AND THE DESIGN AND
 CONSTRUCTION STANDARDS FOR WATER TREATMENT
 PLANTS.

Exhibit C
Proposal

City of Wyoming
Schedule of Items (Itemized Bid Sheet)

Letting Date: Monday, May 20, 2019 4:00 PM

Contract ID: 2019.5
Location: Metro Village Storm Sewer Modification in Easement
Description: storm sewer modification

Project Number:	2019.5	Project Engineer:	Jeff Oonk
Estimate Number:	1	Date Created:	5/7/2019
Project Type:	Miscellaneous	Fed/State #:	
Location:	Metro Village Storm Sewer Modification in Easement	Fed Item:	
		Control Section:	

Description:

Instructions to
Bidders:

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
1000	MOBILIZATION	1	LSUM	3000	00	3000	00
1127	REMOVE EX FLARED END SECTION	1	Ea	500	00	500	00
1129	REMOVE EX RIP-RAP	1	LSUM	500	00	500	00
1130	REMOVE AND SALVAGE AND RELAY EXISTING STORM SEWER	150	Ft	99	00	14,050	00
1145	REMOVE EX DRAINAGE STRUCTURE	1	Ea	500	00	500	00
3023	FLOWABLE FILL	19	Cyd	150	00	2850	00
4056	BULKHEAD EX SEWER PIPE	2	Ea	750	00	1500	00
4271	STORM SEWER 36" (0' - 14' DEPTH)	30	Ft	129	00	3870	00
7005	TOP SOIL 4" SCREENED	500	Syd	5	00	2500	00
7015	CLASS A SEED HYDRO-MULCH	500	Syd	1	25	625	00
7020	MULCH BLANKET	50	Syd	2	50	125	00
Total Bid:						30,820	00

Contractor: Dyfers Excavators

 (Signature) 5/20/19

 (Date)

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
ALUMINUM SULFATE (ALUM)
AND HYDROFLUOROSILICIC ACID (FLUORIDE)

WHEREAS:

1. As detailed in the attached Staff Report, the City of Grand Rapids accepted bids for aluminum sulfate (alum) and hydrofluorosilicic acid (fluoride).
2. The City of Grand Rapids included an option for the cities of Wyoming, Holland, Grand Rapids, Grand Haven, Muskegon Heights and Muskegon to purchase the alum and fluoride as a cooperative purchase.
3. It is recommended the City Council authorize the purchase of alum from USALCO, Michigan City Plant, LLC at a cost of \$326.44 per ton.
4. It is recommended the City Council authorize the purchase of fluoride from Univar USA, Inc. at a cost of \$258.00 per ton.
5. Funds for the extension are budgeted in account number 591-591-55300-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of aluminum sulfate (alum) from USALCO Michigan City Plant, LLC.
2. The City Council does hereby authorize the purchase of hydrofluorosilicic acid (fluoride) from Univar USA, Inc.
3. 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 June 3, 2019.

ATTACHMENTS:
Staff Report
Change Orders (2)

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 28, 2019
Subject: Purchase of Aluminum Sulfate (Alum) and Hydrofluorosilicic Acid (Fluoride)
From: Robert Veneklasen, Water Plant Superintendent
Meeting Date: June 3, 2019

RECOMMENDATION:

I recommend the City accept an extension of the current bid prices from the City of Grand Rapids cooperative purchase for Aluminum Sulfate (Alum) from USALCO at a cost of \$326.44 per dry ton FOB and Hydrofluorosilicic Acid (Fluoride) from Univar at a cost of \$258.00 per ton FOB.

SUSTAINABILITY CRITERIA:

Environmental Quality – The use of Fluoride and Alum is necessary to the production of safe drinking water. Modern production techniques and standards mean the environmental impact of producing these two substances is minimized.

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 social economic status. All residents enjoy access to the services provided by our water utility.

Economic Strength – By utilizing cooperative bidding with neighboring communities, the Utilities Department receives the best value for this necessary service. This results in the lowest water rates for our residents and customers.

QUALITY SERVICE IMPACT:

The cooperative purchasing of chemicals yields the most attractive costs for these necessary materials as a result of the significantly greater quantity to be supplied by the selected vendor. Further, the cooperative purchasing maintains communications and common benefits between the participating municipal utilities.

DISCUSSION:

The City of Grand Rapids has accepted bids and awarded contracts for the purchase of Alum and Fluoride. This is the third year of the three year period of annual renewals.

The original bids were received by the City of Grand Rapids as part of the cooperative purchasing strategy with participation by the Cities of Wyoming, Holland, Grand Rapids, Grand Haven, Muskegon Heights, and Muskegon. The City of Wyoming has participated in this cooperative purchasing program for more than fifteen years.

The bid price from USALCO for Alum for the third year of the agreement is \$326.44 per dry ton. Similarly, the third year bid price from Univar for Fluoride is \$258.00 per ton. The bids are consistent with last year's pricing and reflect the interim 5% increase for aluminum sulfate in July of 2018. This reflects a total increase of \$13.10 per dry ton for aluminum sulfate. The cost for fluoride remains unchanged for the coming year.

Upon evaluation of the original bids and extensions at the current pricing, it is my recommendation that the City continue to participate in the cooperative purchase for Alum from USALCO at the extended cost of \$326.44 per ton FOB. I recommend the City similarly accept the bid price from Univar for Fluoride at a cost of \$258.00 per ton FOB.

BUDGET IMPACT:

Based on average water treatment flows for the past seven years the anticipated costs for each chemical are as follows:

Aluminum Sulfate: \$308,159.00

Hydrofluorosilicic Acid: \$ 54,148.00

Adequate funds were budgeted in account #591-591-55300-740.000 for both of these chemicals.



Change Order to Contract

Contract Number: MA233 17000265

Date: May 23, 2019

Vendor: USALCO Michigan City Plant, LLC
1750 East US Highway 12
Michigan City IN 46360

Departments: Lake Filtration – City of Grand Rapids
West Michigan Cooperative Agencies

Contract Title: Bulk Chemicals – Liquid Aluminum Sulfate

Term Contract Change: XX

To Extend Contract Period To: June 12, 2020

Bid File: #885-77-15

Vendor Note Change as Follows:

Contract Renewal:

Year three (3) contract renewal, for “as needed” orders of liquid aluminum sulfate.

As approved by the City Commission, annual expenditures for the City of Grand Rapids shall not exceed \$377,000.00.

Unit Cost Increase:

Increase in unit cost of \$14.37/dry ton, new unit cost as follows:

06/13/19 – 06/12/20 \$326.44/dry ton

All other contract terms, conditions, requirements, specifications remain in full force and effect.

Purchasing Buyer: Sue Ann Wierenga

cc: Department
Bid Pack



Change Order to Contract

Contract Number: MA233 17000231
Date: May 23, 2019
Vendor: Univar USA Inc
3075 Highlands Pkway, Suite 200
Downers Grove Il 60515
Department: Lake Michigan Filtration

Contract Title: Bulk Chemicals – Hydrofluorisilicic Acid

Term Contract Change: XX

To Extend Contract Period To: May 23, 2020

Bid Reference No: 885-66-09

Vendor Note Change as Follows:

Contract Renewal:

Year three contract renewal: all other contract terms, conditions, requirements, specifications remain in full force and effect.

Annual expenditures shall not exceed \$99,000.00.

Purchasing Buyer: Sue Ann Wierenga

cc: Department
Bid Pack

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM
PARKWAY ELECTRIC AND COMMUNICATIONS LLC
FOR THE REMOVAL AND INSTALLATION OF A NEW SUBSTATION TRANSFORMER
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, proposals were received for the removal and installation of a new substation transformer at the Clean Water Plant.
2. It is recommended the City Council accept the proposal received from Parkway Electric and Communications LLC in the total amount of \$57,090.
3. Funds for the removal and installation of the substation transformer are budgeted in account number 590-590-54800-975000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Parkway Electric and Communications LLC in the total amount of \$57,090.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: May 24, 2019

Subject: Removal and Installation of a New Substation Transformer

From: Tom Wilson, Utility Maintenance Manager

Meeting Date: June 3, 2019

RECOMMENDATION:

It is recommended that the City Council accept the proposal from Parkway Electric in the amount of \$57,090.00 for the removal and installation of a new substation transformer at the Clean Water 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 – Regular and proper upkeep of city equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day to day operations of the Plant.

QUALITY SERVICE IMPACT:

Working with a quality electrical company assures that the transformers that are installed will function according to specifications required. This will ensure reliability to our wholesale customers and the City residents.

DISCUSSION:

On Saturday, March 16, a failure occurred to one of two substation transformers which provides power to three sludge storage tanks, the odor control building, and the GVRBA Pumphouse. Staff were called in to investigate, however more sophisticated equipment was needed to find the

cause of failure. An electrical contractor was hired to run some diagnostics on the transformer. The outcome of these tests verified that the substation transformer had shorted out to ground causing a catastrophic failure and needed to be replaced.

Specifications were posted on the City's web site and were made available to a number of qualified electrical contractors. On May 21, 2019, two bids were received in response to our invitation and they are as follows.

Parkway Electric	\$57,090.00
Buist Electric	\$72,900.00

Buist Electric provided an alternate bid however is was not accepted based on not meeting specifications. The prices stated previously by both companies were based on the provided specification, which was providing a direct replacement of the Sq D substation transformer. Parkway Electric was selected based on providing the low bid of \$57,090.00.

BUDGET IMPACT:

Sufficient funds exist in the Clean Water Plant account #590-590-548.00-975000.

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: 5/29, 2019

"Professional" means: Parkway Electric & Communications LLC
(Name of professional entity)
A Michigan LLC
(State and type of entity, e.g., corporation, limited liability company, etc.)
11952 James Street
(Professional's street address)
Holland MI, 49424
(Professional's city, state & zip)

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

"Services" means:

Removal and Installation of a New Substation Transformer
(Detail the work: e.g., "design and construction services for..." "appraisal of..." "delineate wellheads 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

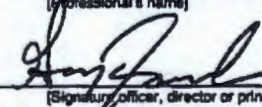
Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

Parkway Electric & Communications LLC

(Professional's name)
By: 
(Signature of officer, director or principal of Professional)
Greg Fowler / Project Manager
(Typed/Printed Name & Title of Person Signing for Professional)

Date signed: 5/29, 2019

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.

COMMERCIAL GENERAL LIABILITY

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.

AUTOMOBILE LIABILITY INSURANCE

Minimal Limits (hired and non-owned automobile coverage):
 \$1,000,000 per person
 \$1,000,000 per occurrence

WORKERS' DISABILITY COMPENSATION

Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.

PROFESSIONAL LIABILITY INSURANCE

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.

EXCESS/UMBRELLA INSURANCE

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).

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

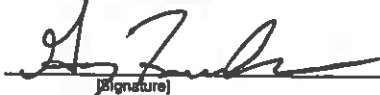
18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 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.


 [Signature]

Greg Fowler / Project Manager

[Printed Name and Title of Person Signing]

Parkway Electric & Communications LLC

[Printed Name of Professional]

Date signed: 5/29/2019

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR
MOYNO PROGRESSIVE CAVITY PUMP PARTS AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, parts are required to repair the Moyno progressive cavity pumps located at the Clean Water Plant.
2. It is recommended the City Council accept a quote from SunSource Fluid Process Equipment Company in the amount of \$28,558.88 plus freight charges.
3. Funds for the purchase of the pump parts are available in the Sewer Fund Maintenance Supplies account number 590-590-54300-775000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote for Moyno progressive cavity pump parts in the total amount of \$28,558.88 plus freight.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. 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 June 3, 2019.

ATTACHMENTS:
Staff Report
Letter
Purchasing Contract

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 28, 2019
Subject: Purchase of Moyno Pump Parts
From: Tom Wilson, Utility Maintenance Manager
Meeting Date: June 3, 2019

RECOMMENDATION:

It is recommended that City Council accept the quote to purchase pump parts for Moyno Progressive Cavity Pumps from the sole source supplier SunSource Fluid Process Equipment Company at a cost of \$28,558.88 plus \$1,000 in freight charges.

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 – Regular and proper upkeep of city equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day to day operations.

QUALITY SERVICE IMPACT:

The purchase of the highest quality spare parts ensures that our equipment will run most efficiently, thereby extending the life of the equipment and minimizing downtime in the event of component failure.

DISCUSSION:

A progressing cavity pump is the workhorse of sludge pumping. It consists of two primary parts, the rotor, which resembles a corkscrew, and the stator, which surrounds the rotor. As the rotor is turned in place, it pushes a volume of sludge along and out the length of the stator. It’s this action that

gives the pump its name. Among other applications at the Clean Water Plant, these are the type of pumps that push sludge through a 3-mile long pipeline that connects our wastewater treatment plant to Grand Rapids' plant. Although there are different pump makers that use this technology, the progressing cavity pumps we have at our plant are made by a company called Moyno, which is a leader in the field.

The parts being quoted will be used for restocking our inventory, ensuring that we have spare parts readily available for future pump repairs. Having these parts on hand will enable us to perform a complete rebuild of one of three different sizes of Moyno progressive cavity pumps, a Model #1H175G1. Having parts on hand minimizes pump downtime, and allows us to return the pump back to service as soon as possible.

Our past experience soliciting bids for the purchase of generic progressive cavity pump parts has proven that purchasing aftermarket repair parts results in more frequent repairs, with the life of these non-Moyno parts being about half that of genuine Moyno parts. Therefore, we believe that it is in the City's best interest to utilize genuine Moyno repair parts to reduce the frequency of required repairs. The Moyno Company has told us that genuine repair parts are only available in Michigan from SunSource Fluid Process Equipment Company (see attached letter from Moyno/National Oilwell Varco).

Previously, the City Attorney has ruled that items which are available only from a single source need not be bid in that the bidding of such items would constitute the performance of a needless and useless act. As recently as April 1, 2019, per resolution #26345, City Council approved a similar purchase of genuine Moyno progressive cavity pump repair parts from SunSource Fluid Process Equipment Company (formerly known as Fluid Process Equipment).

BUDGET IMPACT:

Adequate funds for the purchase of the pump repair parts exist in the 2019 Sewer Fund Maintenance Supplies Account #590-590-54300-775000.

ATTACHMENTS

SunSource Fluid Process Equipment Company Quote

SunSource/Purchasing Contract

National Oilwell Varco (NOV) Letter



March 20, 2019

RE: Sole Source Supplier for NOV/Moyno Inc.,

Mr. Tom Wilson City of Wyoming, Michigan

This letter is to confirm that Fluid Process Equipment a SunSource company headquartered at 4797 Campus Drive, Kalamazoo, Michigan 49008 is an authenticated, authorized sole sourced distributor for Industrial and Municipal NOV/Moyno products hereby known as and referred to as NOV (National Oilwell Varco) in the state of Michigan.

NOV is the sole source manufacturer of Genuine Moyno pumps and parts.

Fluid Process Equipment will continue to be the source supplier of NOV/Moyno Pump genuine replacement parts. If there should be a change in representation, NOV will notify the City of Wyoming. If a duration period is required, please consider this letter valid until January 2, 2021.

Should you need any further assistance, please contact me.

Best Regards,

Kent Hamilton

Kent Hamilton | Regional Sales Manager

T 440-320-7696

E kent.hamilton@nov.com

NOV

Process and Flow Technologies | Industrial Technologies

Commercial Department

5870 Poe Avenue | Dayton, OH 45414-3442

CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

“City” means City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 49509.

“Effective Date” means June 4, 2019.

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

“Proposal” means the Supplier’s “Order Quote” No. 2479442q, dated 04/25/19, a copy of which is attached as Exhibit B.

“Standard Terms and Conditions” means the attached single page Exhibit A entitled “City Purchasing Standard Terms and Conditions.”

“Supplier” means STS Operating, Inc. d/b/a Fluid Process Equipment, a Delaware corporation, of 4797 Campus Drive, Kalamazoo, MI 49008.

TERMS AND CONDITIONS

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

1. Supplier will supply the Items as detailed in the Proposal.
2. The City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants, except for those specifically waived or modified in this paragraph Supplier is complying with and will comply with Standard Terms and Conditions. Additional terms and conditions are as follows. If there is any conflict between the following the Standard Terms and Conditions, the following will control. **THE TERMS AND CONDITIONS OF SALE AND WARRANTY REFERRED TO IN THE PROPOSAL ARE SUPERSEDED AND REPLACED IN THEIR ENTIRETY BY THE FOLLOWING.**

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY—

- A. SUPPLIER EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. Supplier assigns to City any rights it may have under any warranty extended by a third party covering a product or component sold by Supplier to City. Items manufactured by others and resold by Supplier do not carry any additional warranty by Supplier.
- C. Supplier shall not be liable for consequential, incidental, indirect or remote damages. No claim by City, whether relating to items delivered or for non-delivery, shall be greater than the purchase price of the item for which a claim is made.
- D. Supplier’s warranty shall not apply to any product or component which has been repaired, modified or altered in any manner outside of Supplier’s locations or has been installed or used in a manner contrary to the original manufacturer’s printed instructions. If City modifies the items sold without the Supplier’s express written consent, City assumes all resulting risk and liability.
- E. City is solely responsible for the use, installation, and operation of all items supplied under this Contract. City is solely responsible for complying with all applicable laws, rules, regulations, and industry and manufacturer standards and practices.

DELAYS – Supplier is not responsible for any delays due to circumstances beyond its reasonable control, including without limitation, any priority system established by any United States government agency, acts of God, accidents, strikes, insurrections, war, shortage of materials, lack of transportation, and failure of subcontractors or suppliers for similar reasons. Failure of Supplier to perform for these reasons shall not be grounds for City to cancel its order and the delivery date shall be extended accordingly.

RETURNS – Supplier must authorize in writing any return of any items and they must be labeled with Supplier’s “authorized material return” Return Goods Authorization (RGA) number and be accompanied by a copy of original packing slip verifying shipment from Supplier. Any request to return goods must be made within 10 days from City’s receipt of the items. Returned items must be in first class saleable condition in their original container, shipment prepaid, subject to the limitations of Supplier’s Warranty. If goods are returned because of an error acknowledged by Supplier, Supplier will remedy any such error without expense to City. Components, systems and software materials designed to meet City’s unique requirements or specifications are not returnable. Nonstandard or used material shall not be returned, unless otherwise expressly agreed, an order for equivalent value must accompany returned merchandise and all such merchandise is accepted for credit only after factory inspection. City must pay transportation charges and bear risks of loss or damage to goods while in transit for returned items. All returned items shall, unless otherwise specified in writing signed by Supplier be subject to a 15.0% restocking fee.

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

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


[SIGNED ON NEXT PAGE.]

CITY OF
Wyoming
MICHIGAN

CITY OF WYOMING

STS OPERATING, INC. D/B/A SUNSOURCE

By: _____
Jack A. Poll, Mayor

By:  _____
[Signature of officer, director or principal of Supplier]
Michael Agliata – VP, General Counsel & Secretary
[Typed/Printed Name & Title of Person Signing for Supplier]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: May 24, 2019

Date signed: June __, 2019

Approved as to form:  _____
Scott G. Smith, City Attorney

CITY PURCHASING STANDARD TERMS AND CONDITIONS

1. Applicability. Except as modified in writing signed by the Mayor and City Clerk or the City Manager, these Standard Terms and Conditions apply to City of Wyoming ("City") purchases ("Purchase" or "Purchases") of parts, equipment or other goods that do not involve any services from the supplier of those items ("Supplier"). By signing a City contract or acknowledging below, Supplier attests it complies with and will comply with them.

2. Legal Compliance. Supplier 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.

3. Qualifications. Supplier represents and promises that:

A. Neither Supplier nor any of its principals, owners, officers, shareholders, key employees, directors, members or partners (i) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) has within 3-years preceding the Purchase been convicted of or had a judgment against it/him/her for fraud or a criminal offense in connection with obtaining or attempting to obtain a public contract, for violating antitrust statutes, or for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently indicted for or otherwise criminally charged with any of the offenses enumerated in this certification; or (iv) has within 3-years preceding the Purchase had a public transaction terminated for cause or default.

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

C. Supplier is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

4. Diversity and Inclusion. Supplier will 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/>).

5. Ethical Standards. Supplier and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and will not: (i) engage in an act creating an appearance of impropriety with respect to the Purchase award; (ii) attempt to influence or appear to influence an elected or appointed City officer or City employee by a direct or indirect offer of anything of value; or (iii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of the Purchase. No owner, director, officer, member, partner or key employee of Supplier and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization of

Supplier is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other City officer or board/commission member except as already disclosed in writing to the City. Supplier will immediately notify the City of any change in this statement.

6. Intellectual Property. Supplier guarantees the sale and City use of articles, software, copies, records or other intellectual property provided by the Purchase will not infringe any copyright, patent, trademark or other intellectual property rights. Supplier will, without expense to the City, defend all actions against the City or the City's officers or employees for alleged infringement of intellectual property rights because of their sale or use and will pay all amounts recoverable in any such action.

7. Quality. Unless otherwise stated in the Supplier's proposal, all materials and items supplied in the Purchase shall be new, the best of their respective kind, and free from defects.

8. 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.

9. Manufacturer Information and Warranties. Supplier shall provide the City all manufacturer parts lists, assembly or maintenance information, and other documents provided by the manufacturer for all items provided under the Purchase, and shall ensure any warranties for such items are held by the City.

10. Records. The City is a public entity and receives funds from other governmental agencies, so the City is required to retain, be able to obtain, and/or audit records related to City purchases. Supplier will retain all records related to the Purchase for at least 6 years and will, upon the City's request, provide copies of and allow the City to audit all retained records.

11. Assignment/Beneficiaries. Unless otherwise provided in writing, (i) no right or duty of Supplier under the Purchase 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 Purchase.

12. Independence. Supplier is independent of the City and none of Supplier's personnel shall be or be represented to be City officers or employees. Supplier is solely responsible for the acts, omissions and statements of Supplier's personnel.

4-25-19



DOCUMENT: Order Quote

CUST #: 90003802

INVOICE DATE		QUOTE NO.	
		24794427	
P.O. DATE	P.O. NO.	PAGE #	
04/25/19	IWW	3	

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

CORRESPONDENCE TO:
 SUNSOURCE-FLUID PROCESS
 4797 CAMPUS DR
 KALAMAZOO, MI 49008

SHIP TO:
 CITY OF WYOMING
 2350 IVANREST AVE SW
 WYOMING, MI 49418

INSTRUCTIONS: STAGING AREA:

SHIP POINT	VIA	SCHEDULED DATE	TERMS
SUNSOURCE-FLUID PROCESS EQUIP	UPS Ground		net 30

LINE #	DESCRIPTION	QTY	UNIT PRICE	UNIT	DATE	AMOUNT	REMARKS
14	KPH88Q MOYNO GEAR JOINT SEAL REPLACES P/N KPH87Q FACTORY STOCK SALES ENGINEER: JOHN SCHIMPF (269)998-0374	2	EA	149.64	EA	05/02/19*	299.28 **
<p>* Ship Dates subject to inventory availability at the time the PO is received</p>							
11 Lines	Qty Quoted Total	15	Total			28558.88	
						Frnt/Hndlg/Tax to be added at Shipping	
						Order Total	28558.88
Any applicable surcharge not mentioned above will be applied at shipping							
** Products noted with an (**) next to the line item are non-cancellable and non-returnable. All other products are subject to cancellation or restock charges. All sales are subject to the SunSource Terms and Conditions of Sale & Warranty available at www.sun-source.com/terms-and-conditions.pdf .							

Last Page

Customer Service Contact: Chris Myers

TEL: (269)488-2915 FAX: (269)345-3333

RESOLUTION NO. _____

RESOLUTION TO ACCEPT QUOTES FOR
NETZSCH ROTARY LOBE PUMP PARTS AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, parts are required to repair the Netzsch rotary lobe pumps located at the Clean Water Plant.
2. It is recommended the City Council accept two quotes from Kerr Pump and Supply in the total amount of \$20,632 plus freight charges.
3. Funds for the purchase of the pump parts are available in the Sewer Fund Maintenance Supplies account number 590-590-54800-775000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the quotes for Netzsch rotary lobe pump parts in the total amount of \$20,632 plus freight.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. 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 June 3, 2019.

ATTACHMENTS:
Staff Report
Letter
Quotes (2)
Purchasing Contract

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 20, 2019
Subject: Purchase of Netzsch Pump Parts
From: Tom Wilson, Utility Maintenance Manager
Meeting Date: June 3, 2019

RECOMMENDATION:

It is recommended that City Council accept the quote to purchase pump parts for Netzsch Rotary Lobe Pumps from the sole source supplier Kerr Pump and Supply at a cost of \$20,632.00 plus \$1,000 in freight charges.

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 – Regular and proper upkeep of city equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day to day operations.

QUALITY SERVICE IMPACT:

The purchase of the highest quality spare parts ensures that our equipment will run most efficiently, thereby extending the life of the equipment and minimizing downtime in the event of component failure.

DISCUSSION:

A rotary lobe pump is one of two style pumps we use to pump biosolids. These particular pumps are used to pump from the storage tanks at the back of the plant to the truck loading bay located at the front of the plant at a rate of 1000 gpm. Although there are different pump manufacturers that use

this technology, the rotary lobe pumps we have at our plant are made by a company called Netzsch Pumps North America, which uses Kerr Pump and Company as its sole distributor.

The parts being quoted will be used for restocking our inventory, ensuring that we have spare parts readily available for future pump repairs. Having these parts on hand will enable us to perform a complete rebuild of two different sizes of Netzsch rotary lobe pumps, Model #MAC2011425013A and Model #MAC2011690116. Having parts on hand minimizes pump downtime, and allows us to return the pumps back to service as soon as possible.

Our past experience soliciting bids for the purchase of generic pump parts has proven that purchasing aftermarket repair parts results in more frequent repairs, with the life of these non-OEM parts being about half that of genuine parts. Therefore, we believe that it is in the City's best interest to utilize genuine Netzsch repair parts to reduce the frequency of required repairs. The Netzsch Company has told us that genuine repair parts are only available in Michigan from Kerr Pump and Company (see attached letter from Netzsch Pumps North America, LLC).

Previously, the City Attorney has ruled that items which are available only from a single source need not be bid in that the bidding of such items would constitute the performance of a needless and useless act. Although this is the first sole purchase from Kerr Pump for Netzsch pump parts, as recently as April 1, 2019, per resolution #26345, City Council approved a similar purchase of genuine Moyno progressive cavity pump repair parts from SunSource Fluid Process Equipment Company (formerly known as Fluid Process Equipment).

BUDGET IMPACT:

Adequate funds for the purchase of the pump repair parts exist in the 2019 Sewer Fund Maintenance Supplies Account #590-590-54800-775000.

ATTACHMENTS

Kerr Pump and Company Quotes

Netzsch Pumps North America, LLC

City Purchasing Contract

May 20, 2019
Expiration Date: December 31, 2109

Kerr Pump and Supply
12880 Cloverdale
Oak Park, MI 48237

Subject: Authorized Distribution of NETZSCH Pumps and Parts

To Whom It May Concern,

This letter is to confirm that Kerr Pump and Supply is the sole authorized and designated distributor for sales and service of NETZSCH products and spares listed below for the municipal water and waste water facilities in the state of Michigan and the Eastern Upper Peninsula.

- NETZSCH NEMO® Progressing Cavity Pumps,
- NETZSCH TORNADO® Rotary Lobe Pumps,
- NETZSCH N.Mac™ and M.OVAS® Grinders

The Kerr Pump and Supply contact information is as follows:

Contact Robert Kalfs
Address 12880 Cloverdale, Oak Park, MI, 48237
Phone 248-584-7320
E-mail rob@kerrpump.com

Thank you for your interest in the NETZSCH product line and if you need any additional information please feel free to contact me at this office.

Sincerely,



Brian A Johnson, Central Region Sales Manager

NETZSCH Pumps North America LLC

brian.johnson@netsch.com

C: 218-535-1709



Quote Date
5/1/2019

PO Number
AARON RICE

Quoted By
Jim Fenner
OEM Sales Engineer

Quote Number
QTE186078

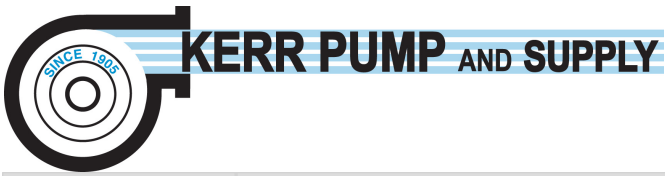
Bill To:

CITY OF WYOMING CLEAN WATER PLANT
2350 IVANREST AVE SW
WYOMING, MI 49418

Ship To:

CITY OF WYOMING CLEAN WATER PLANT
2350 IVANREST AVE SW
WYOMING, MI 49418

PO Number	Ship Method	Salesperson		Exp Ship	Pay Terms	Customer No.
AARON RICE	UPS - PREPAID & ADD	FEATHERS			N30	WYOMI003
Item	Description	Quantity	B/O	U of M	Unit Price	Extended Price
	MACHINE SERIAL NUBMER 456689 MAC2011425013A.					
5061063	LOEB ROTOR - NETZSCH POSTION NUMBER 2000	2	0	EA	\$1,638.00	\$3,276.00
5061067	LOBE ROTOR - NETZSCH POSITION NUBMER 2010	2	0	EA	\$1,638.00	\$3,276.00
5064384	DISK SPACER - POSITION NUMBER 2012	2	0	EA	\$37.00	\$74.00
5064386	DISK SPACER - POSITION NUMBER 2013	2	0	EA	\$47.00	\$94.00
5170159	SCREW - NETZSCH POSITION # 2070	2	0	EA	\$30.00	\$60.00
5067866	COUNTER SUNK SCREW - NETZSCH POSITION NUMBER 2130	4	0	EA	\$14.00	\$56.00
5172324	COVER W/ADDED BEARING A DRIVING COLLAR,NETZSCH POSITION # 7010	2	0	EA	\$679.00	\$1,358.00
5070301	SHAFT PROTECTION SLEEVE F.H-08A5 NETZSCH	2	0	EA	\$619.00	\$1,238.00
5070843	DISTANCE RING	2	0	EA	\$146.00	\$292.00



PO Number	Ship Method	Salesperson	Exp Ship	Pay Terms	Customer No.	
AARON RICE	UPS - PREPAID & ADD	FEATHERS		N30	WYOMI003	
Item	Description	Quantity	B/O	U of M	Unit Price	Extended Price

SHIPMENT CAN BE MADE 4-6 WEEKS AFTER RECEIPT OF ORDER

SHIPMENT IS MADE EXWORKS, SHIPPING POINT, FREIGHT ALLOWED

ALL PRICES QUOTED HEREIN ARE FIRM FOR 30 DAYS AND DO NOT INCLUDE TAXES WHICH MAY APPLY AT TIME OF SHIPMENT. ALL PRICING IS QUOTED NET, EXWORKS, FREIGHT COLLECT OR PREPAY AND ADD.

THIS QUOTE IS ISSUED SUBJECT TO KERR PUMP & SUPPLY STANDARD TERMS AND CONDITIONS, A COPY OF WHICH IS AVAILABLE ON OUR WEBSITE. THE TERMS OF PAYMENT ARE NET 30 DAYS SUBJECT TO CREDIT APPROVAL

Subtotal	\$9,724.00
Trade Disc	\$0.00
Freight	\$0.00
Misc	\$0.00
Tax	\$0.00
Total	\$9,724.00

All quotations and contracts are subject to Kerr Pump and Supply, Inc. Terms and Conditions of Sale dated 1/1/2018, a copy of which can be found on our website kerrpump.com. Placing an order is acceptance of these terms. Shipment time is an approximation based on current inventory and factory production schedules. Quotation is valid for 30 days from Quote date.



Quote Date
5/1/2019

PO Number
AARON RICE

Quoted By
Jim Fenner
OEM Sales Engineer

Quote Number
QTE186079

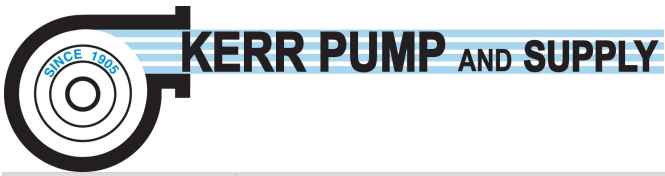
Bill To:

CITY OF WYOMING CLEAN WATER PLANT
2350 IVANREST AVE SW
WYOMING, MI 49418

Ship To:

CITY OF WYOMING CLEAN WATER PLANT
2350 IVANREST AVE SW
WYOMING, MI 49418

PO Number	Ship Method	Salesperson	Exp Ship	Pay Terms	Customer No.	
AARON RICE	UPS - PREPAID & ADD	FEATHERS-NC		N30	WYOMI003	
Item	Description	Quantity	B/O	U of M	Unit Price	Extended Price
	NETZSCH PUMP MODEL XLB MG1,MAC2011690116, 8382275					
5071309	LOBE ROTOR - NETZSCH POSITION NUMBER 2000	2	0	EA	\$1,461.00	\$2,922.00
5071310	LOBE ROTOR - NETZSCH PUMP POSITION # 2010	2	0	EA	\$1,461.00	\$2,922.00
5187773	DISK / WASHER POSITION # 2012	2	0	EA	\$47.00	\$94.00
8006596	SEALING SLEEVE WITH APZ.3.1 POSITION # 7010	2	0	EA	\$1.00	\$2.00
8016222	MECHANICAL SEAL UNS (REPLACES 687498) POSITION # 7050	2	0	EA	\$2,460.00	\$4,920.00
5061905	FUSE - NETZSCH PUMP POSITION # 2260	2	0	EA	\$24.00	\$48.00



PO Number	Ship Method	Salesperson	Exp Ship	Pay Terms	Customer No.	
AARON RICE	UPS - PREPAID & ADD	FEATHERS-NC		N30	WYOMI003	
Item	Description	Quantity	B/O	U of M	Unit Price	Extended Price

SHIPMENT CAN BE MADE @ 35 BUSINESS DAYS AFTER RECEIPT OF ORDER

SHIPMENT IS MADE EXWORKS, SHIPPING POINT, FREIGHT ALLOWED

ALL PRICES QUOTED HEREIN ARE FIRM FOR 30 DAYS AND DO NOT INCLUDE TAXES WHICH MAY APPLY AT TIME OF SHIPMENT. ALL PRICING IS QUOTED NET, EXWORKS, FREIGHT COLLECT OR PREPAY AND ADD.

THIS QUOTE IS ISSUED SUBJECT TO KERR PUMP & SUPPLY STANDARD TERMS AND CONDITIONS, A COPY OF WHICH IS AVAILABLE ON OUR WEBSITE. THE TERMS OF PAYMENT ARE NET 30 DAYS SUBJECT TO CREDIT APPROVAL

Subtotal	\$10,908.00
Trade Disc	\$0.00
Freight	\$0.00
Misc	\$0.00
Tax	\$0.00
Total	\$10,908.00

All quotations and contracts are subject to Kerr Pump and Supply, Inc. Terms and Conditions of Sale dated 1/1/2018, a copy of which can be found on our website kerrpump.com. Placing an order is acceptance of these terms. Shipment time is an approximation based on current inventory and factory production schedules. Quotation is valid for 30 days from Quote date.

CITY OF
Wyoming
MICHIGAN

CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$7,500)

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

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

"Effective Date" means: June 4, 2019.

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

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

"Standard Terms and Conditions" means the attached single page Exhibit A entitled "City Purchasing Standard Terms and Conditions."

"Supplier" means: Kerr Pump and Supply, Inc., a Michigan corporation
12880 Cloverdale, Oak Park, MI 48237

TERMS AND CONDITIONS

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

1. Supplier will supply the Items as detailed in the Proposal.
2. The City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants, except for those specifically waived or modified in this paragraph Supplier is complying with and will comply with the Standard Terms and Conditions. Additional terms and conditions are as follows. If there is any conflict between the following the Standard Terms and Conditions, the following will control. **THE TERMS AND CONDITIONS OF SALE DATED 1/1/2018 REFERRED TO IN THE PROPOSAL ARE SUPERSEDED AND REPLACED IN THEIR ENTIRETY BY THE FOLLOWING.**

The City, at its expense, will install all Items. The City will be conclusively deemed to have accepted the Items unless it notifies Supplier in writing within 30 days of delivery that any Item fails to meet requirements of this contract. Supplier will then have reasonable time to make necessary replacements, repairs, or refunds as provided in this contract.

THERE ARE NO SUPPLIER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE, RELATED TO THE ITEMS EXCEPT AS EXPRESSLY STATED HEREIN. Supplier warrants all Items manufactured by it to be free from defects in workmanship or material for a period of 1 year from date of startup, provided that in no event shall this warranty extend more than 18 months from the date of shipment from Supplier. If during this warranty period an Item manufactured by Supplier is returned to Supplier at its offices in Oak Park, Michigan, transportation charges prepaid, and Supplier finds it to be defective in workmanship or material, Supplier will, at Supplier's option, either replace or repair it free of charge, F.O.B. Oak Park, Michigan, or refund the purchase price.

Equipment purchased by Supplier from outside sources which is sold to the City or incorporated into any Item manufactured by Supplier is warranted only to the extent of and by the original manufacturer's warranty or guarantee, if any.

Supplier assumes no liability for consequential damages. The City, by accepting delivery, assumes all liability resulting from anyone's use or misuse of any Item sold by Supplier. Supplier assumes no field expense for service or parts, unless authorized in writing in advance by Supplier's authorized representative.

The City agrees by accepting receipt of Items that it has the duty to inspect the Items on a continuing basis; to provide proper safety devices and equipment or means necessary to safeguard any operator from harm during use of Items; to adequately safeguard each Item; and, to meet all applicable government safety standards which may be imposed from time to time, including, but not limited to, the 1970 Occupational Safety and Health Act, as amended.

Orders may be cancelled or modified only with Supplier's written consent and upon payment of reasonable cancellation or modification charges. Items may be returned only as Supplier authorizes. If Supplier accepts a return of Items, they are subject to inspection for saleable condition. A restocking charge and all costs and related sales expenses are the City's responsibility.

All statements, quotations, and agreements are subject to and without Supplier's liability for circumstances beyond Supplier's control, including war, manufacturing contingency, acts of God, fire, floods, accidents, riots, strikes, labor disturbances, and transportation delays.

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

[SIGNED ON NEXT PAGE.]

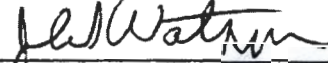
CITY OF
Wyoming
MICHIGAN

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

CITY OF WYOMING

KERR PUMP AND SUPPLY, INC.

By: _____
Jack A. Poll, Mayor

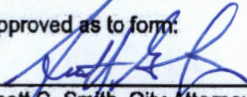
By:  _____
[Signature officer, director or principal of Supplier]
John P. Watson / VP
[Typed/Printed Name & Title of Person signing for Supplier]

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: 5/20/, 2019

Date signed: _____, 2019

Approved as to form:

 _____
Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE AND INSTALLATION
OF OFFICE PANELS AND FURNITURE

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council authorize the purchase of office panels and furniture for use in the Administrative Offices at City Hall.
2. It is recommended City Council accept a quotation from Custer, using the Sourcewell cooperative purchasing contract in the total estimated amount of \$10,500.
3. Funds for the purchase are budgeted in the FY 2019-2020 budget.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of office panels and furniture from Custer.
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 June 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quotation

Resolution No. _____

STAFF REPORT

Date: May 23, 2019
Subject: Purchase of Office Panels and Furniture
From: Emily Vande Griend, Human Resources Specialist

Meeting Date: June 3, 2019

RECOMMENDATION:

It is recommended City Council approve the purchase of office panels and furniture from Custer in the estimated amount of \$10,500.

COMMUNITY, SAFETY, STEWARDSHIP:

As we prepare to add a communications specialist to the City Manager's Office team, we recognize that the department will need to add a workspace to the current setup. The new setup will divide one large existing space into two identical spaces for the human resource specialists, thereby designating one workspace near the Manager's Office for the communications specialist and another near the human resources director for the risk supervisor. The proposed workspaces for the human resource specialists will meet the need for discreet areas to meet with employees on sensitive matters.

It is vital that employees perform their work in a functional atmosphere in order to promote community among employees and deliver excellent service to the citizens. Employees must have a safe workspace; the proposed office space will use existing panels from one of the current workspaces for a portion of the project, and additional panels for this new workspace must correctly link to the existing system, which will allow for a safe, sound working environment. Using the existing office system to construct a portion of the new set up is also a stewardly use of City's resources. The existing and proposed panel system allows for more flexibility at a lower cost than permanent construction of an additional workspace.

DISCUSSION:

On May 20, 2019, the City Council adopted the FY 2019-2020 budget which included funds for office panels and furniture to add an additional workstation in the administrative offices at City Hall. Jeff Anderson, parks and facilities supervisor, recommended use of Custer for the panels and furniture because of compatibility with the existing panel and furniture system. Mr. Anderson obtained a quotation from Custer that included all necessary panels and furniture to add the workstation.

BUDGET IMPACT:

The estimated cost for the purchase of these workstations is \$10,500 using Sourcewell cooperative purchasing pricing for the majority of the components. The project will begin after July 1, 2019. Funds are budgeted in FY 2019-2020 account 101-172-17200-727.000.

Attachment: Quotation



217 GRANDVILLE AVE SW
SUITE 100
GRAND RAPIDS, MI 49503
PHONE: 616.458.6322
FAX: 616.458.1117

161 E. MICHIGAN AVE
6TH FLOOR SOUTH
KALAMAZOO, MI 49007
PHONE: 269.342.3919
FAX: 269.342.3923

120 E FRONT ST
TRAVERSE CITY, MI
49684
PHONE: 231.645.8989

Quotation: 212462

Quote Date: 05/23/19

Customer: C3500

Terms: NET DUE WITH INVOICE

Expiration Date: 03/01/19

Custer Salesperson: WM WILLEMSTYN

Quote To:

CITY OF WYOMING
1155 28TH ST SW
PO BOX 905
WYOMING MI 49509-0905

Ship To:

CITY OF WYOMING
1155 28TH ST SW
PO BOX 905
WYOMING MI 49509-0905

Phone: +1 (616) 530-7225
Fax: +1 (616) 249-3486

Phone: +1 (616) 530-7225
Fax: +1 (616) 249-3486
Tax SEE LETTER

CITY OF WYOMING-BETTER

This quote is only valid for 30 days. This is a special order and subject to cancellation or restocking fees if cancelled or returned. If paying by credit card on combined invoices over \$10,000, a 3% processing fee will be added to the invoice total.

Description	Quantity	Unit Price	Extended Price
1 MPTAM8030 - Panel-Tackable acoustical, Medium top cap, 30 5/16W x 80 1/2H BASIC: 4700 WARM WHITE SURF-1: 5999 MISC FABRIC DESIGNTEX GROUP Purchaser: VENDOR Pattern: FOXTROT -6375 Color: MINERAL -102 SURF-2: 5999 MISC FABRIC DESIGNTEX GROUP Purchaser: VENDOR Pattern: FOXTROT -6375 Color: MINERAL -102 FAB DIR: *OPT:FABRIC DIRECTION VERT: VERTICAL APPLICATION ONLY STEELCASE Tag For 30/80	2	600.80	1,201.60
2 MPTAM8048 - Panel-Tackable acoustical, Medium top cap, 48 5/16W x 80 1/2H BASIC: 4700 WARM WHITE SURF-1: 5999 MISC FABRIC DESIGNTEX GROUP Purchaser: VENDOR Pattern: FOXTROT -6375 Color: MINERAL -102	2	757.60	1,515.20

ACCEPTED BY _____ TITLE _____ DATE _____

THE PRODUCTS AND/OR SERVICES RENDERED HEREUNDER ARE GOVERNED EXCLUSIVELY BY THE CUSTER TERMS AND CONDITIONS OF SALE, WHICH ARE AVAILABLE FOR REVIEW AT WWW.CUSTERONLINE.COM, AND MAY BE AMENDED FROM TIME TO TIME. THE CUSTER TERMS SHALL APPLY TO THE EXCLUSION OF ANY INCONSISTENT OR ADDITIONAL TERMS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR OTHERWISE PROPOSED BY CUSTOMER IN ANY MANNER, AND NOTIFICATION OF OBJECTION TO ANY SUCH TERMS IS HEREBY GIVEN TO CUSTOMER.



217 GRANDVILLE AVE SW
SUITE 100
GRAND RAPIDS, MI 49503
PHONE: 616.458.6322
FAX: 616.458.1117

161 E. MICHIGAN AVE
6TH FLOOR SOUTH
KALAMAZOO, MI 49007
PHONE: 269.342.3919
FAX: 269.342.3923

120 E FRONT ST
TRAVERSE CITY, MI
49684
PHONE: 231.645.8989

Description	Quantity	Unit Price	Extended Price
2 SURF-2: 5999 MISC FABRIC DESIGNTEX GROUP Purchaser: VENDOR Pattern: FOXTROT -6375 Color: MINERAL -102 FAB DIR: *OPT:FABRIC DIRECTION VERT: VERTICAL APPLICATION ONLY STEELCASE Tag For 48/80			
3 MPDFWDM8042 - Door frame assembly, Door, Medium top cap, 42 5/16W x 80 1/2H BASIC: 4700 WARM WHITE DOOR: 2422 MEDIUM CHERRY DOOR OPT: *OPT:DOOR OPTIONS KNOB: STD:DOOR KNOB TOP CAP: *OPT:TOP CAPS TOP CAP: STD:TOP CAP W/O KO STEELCASE	1	1,459.60	1,459.60
4 LOT - COM FABRIC. STEELCASE	1	375.00	375.00
5 AM-384N - Amber. 30x66 Desk. Bullet Shape. with Metal Leg Finishes: .GRY: Valley Grey CHERRYMANI	2	196.00	392.00
6 A923 - Amber. 24x42 Bridge Finishes: .GRY: Valley Grey CHERRYMANI	2	97.71	195.42
7 A825 - Amber. 24x71 Credenza. Rectangular. Shell Finishes: .GRY: Valley Grey CHERRYMANI	2	161.71	323.42
8 A426 - Amber. 15x71 Storage. Hutch. Shell. Doors for A426: A427: Wood Doors for A426 .GRY: Valley Grey CHERRYMANI	2	242.86	485.72

ACCEPTED BY _____ TITLE _____ DATE _____

THE PRODUCTS AND/OR SERVICES RENDERED HEREUNDER ARE GOVERNED EXCLUSIVELY BY THE CUSTER TERMS AND CONDITIONS OF SALE, WHICH ARE AVAILABLE FOR REVIEW AT WWW.CUSTERONLINE.COM, AND MAY BE AMENDED FROM TIME TO TIME. THE CUSTER TERMS SHALL APPLY TO THE EXCLUSION OF ANY INCONSISTENT OR ADDITIONAL TERMS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR OTHERWISE PROPOSED BY CUSTOMER IN ANY MANNER, AND NOTIFICATION OF OBJECTION TO ANY SUCH TERMS IS HEREBY GIVEN TO CUSTOMER.



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FAX: 269.342.3923

120 E FRONT ST
TRAVERSE CITY, MI
49684
PHONE: 231.645.8989

Quotation: 212462

Page 3 / 3 (cont'd)

Description	Quantity	Unit Price	Extended Price
9 A827 - Amber. 22 1/2 x 35 1/2 Storage. Lat. 2f. Assembled Finishes: .GRY: Valley Grey CHERRYMANI	2	376.57	753.14
10 UNP064.2400BK - Tasklight (Value) for 24"W Overhead COMPATI	1	57.12	57.12
11 A201.LIGHT - Amber. Accessory. Tackboard. Light for A426 Hutch only CHERRYMANI	2	82.86	165.72
12 LOT - COM FABRIC. STEELCASE	1	375.00	375.00
13 CUSTER SERVICES; DESIGN, DELIVERY AND INSTALLATION. (LO	1	3,202.00	3,202.00

Quotation Totals	
Sub Total	10,500.94
TAX EXEMPT - GOVERNMENT	0.00
TAX EXEMPT - NON PROFIT	0.00
TAX EXEMPT - LBR, INST & DEL	0.00
Grand Total	10,500.94

End of Quotation

ACCEPTED BY _____ TITLE _____ DATE _____

THE PRODUCTS AND/OR SERVICES RENDERED HEREUNDER ARE GOVERNED EXCLUSIVELY BY THE CUSTER TERMS AND CONDITIONS OF SALE, WHICH ARE AVAILABLE FOR REVIEW AT WWW.CUSTERONLINE.COM, AND MAY BE AMENDED FROM TIME TO TIME. THE CUSTER TERMS SHALL APPLY TO THE EXCLUSION OF ANY INCONSISTENT OR ADDITIONAL TERMS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR OTHERWISE PROPOSED BY CUSTOMER IN ANY MANNER, AND NOTIFICATION OF OBJECTION TO ANY SUCH TERMS IS HEREBY GIVEN TO CUSTOMER.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
OFFICE SUPPLIES, PAPER AND TONER

WHEREAS:

1. As detailed in the attached Staff Report, the City purchases office supplies, paper and toner as needed.
2. It is recommended City Council authorize the purchase of the office supplies, paper and toner using the Sourcewell and OMNIA Partners cooperatives, and vendors awarded bids through the Kent County Reverse Auction (KCRA).
3. Funds are budgeted in various departmental accounts and will be charged to the appropriate account at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of the office supplies, paper and toner using the Sourcewell and OMNIA Partners cooperatives and vendors awarded bids through the KCRA.
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 June 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

STAFF REPORT

Date: May 23, 2019
Subject: Office Supplies, Paper and Toner
From: Laura Jackson, Purchasing Department
Meeting Date: June 3, 2019

RECOMMENDATION:

It is recommended the City Council authorize the purchase of office supplies, paper, and toner using the Sourcewell and OMNIA Partners cooperative purchasing programs, and the Kent County Reverse Auction (KCRA).

COMMUNITY, SAFETY, STEWARDSHIP:

Sourcewell obtains bid pricing for 50,000 members and OMNIA Partners for 300,000 members. The purchasing division of Kent County is responsible for the Kent County Reverse Auction (KCRA) system which supports all county departments as well as participating municipalities. KCRA is a real-time online reverse auction where the prices are bid down by sellers who are competing to sell goods and services. Because of the greater buying power, use of cooperative purchasing programs result in lower prices.

DISCUSSION:

City Council has previously authorized the use of cooperative purchasing programs for office supplies, paper, and toner through the National Joint Powers Alliance (NJPA) and the National Intergovernmental Purchasing Alliance (NIPA). Those programs have merged and have changed company names and therefore a new resolution is necessary.

Sourcewell (formally NJPA) and OMNIA Partners (formally NIPA and U.S. Communities) are public sector cooperatives that allow state and local government, K-12 education, colleges and universities to purchase at their awarded bid prices. The bids are competitively solicited and the current awarded vendors are as shown below:

Contract	Awarded To:
Sourcewell	Staples Advantage
OMNIA Partners	Office Depot

Staples Advantage and Office Depot's websites are set up with the bid pricing which allows departments to easily compare prices at the time of purchase.

BUDGET IMPACT:

Funds are budgeted in various departmental accounts and will be charged to the appropriate account at the time of purchase. It is estimated the City will spend approximately \$70,000 on office supplies, paper and toner combined over the next year.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
AN EVIDENCE DRYING CABINET

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council authorize the purchase of an evidence drying cabinet from the sole source, Sirchie in the total amount of \$10,245.
2. Funds are available in account number 101-305-30500-973000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of an evidence drying cabinet from Sirchie in the total amount of \$10,245.
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 June 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote

Resolution No. _____

STAFF REPORT

Date: May 24, 2019
Subject: Evidence Drying Cabinet
From: Captain James Maguffee
Meeting Date: June 3, 2019

RECOMMENDATION:

I respectfully recommend the City Council approve the purchase of an Evidence Drying Cabinet for the Forensic Science Unit of the Police Department from Sirchie in the total amount of \$10,245.

SUSTAINABILITY CRITERIA:

Environmental Responsibility – Will provide a clean and secure way to manage and preserve biologically hazardous evidence.

Social Equity – No remarkable impact to this criterion.

Economic Strength – Funds for this purchase are available because of our successful application to the Edward Byrne Memorial Justice Grant, a federal grant administered by the Bureau of Justice Assistance. This is one of three equipment purchase requests listed in our grant application. All three were approved and funds allocated.

Customer Service – Use of a secure drying cabinet for wet evidence is a best practice method for the proper handling and processing of critical evidence in criminal cases. It will help present the best evidence available to help determine truth during criminal investigations.

DISCUSSION:

For some time we have known that the optimal way to handle and preserve wet evidence is to do so using a secure drying cabinet engineered and produced specifically for this purpose. Thus far we have used a drying room; adequate for handling wet evidence but with limitations. A sealed cabinet protects evidence from contamination much better than simply using a room. It also limits exposure of our personnel to blood and other body fluid contaminated items and makes clean up from such evidence much easier and safer.

In a recent case we had a number of crucial evidence items that were wet and contaminated with human decomposition matter. The subsequent storage in our drying room created the need for professional cleaning and decontamination of the room, re-painting, and the loss of use of the room for an extended period of time. The drying cabinet proposed here will prevent this issue. There is a carbon filtering system for odor control and a built in mechanism for efficient cleaning.

Processing wet, bloody, and otherwise contaminated evidence is routine and this important piece of equipment will help us do so safely, efficiently, and according to best practice.

BUDGET IMPACT:

Our FSU personnel have researched options and have identified the AirClean Systems EVD60 as the unit that fits our needs. I have consulted the manufacturer and they reported to me that the retailer Sirchie is the only source from whom we can purchase this cabinet. The price of the unit is \$9,450 plus \$795 shipping for a total cost of \$10,245. As a 'sole source' item, I did not put this item out for bid. Funds are identified and available in budget line 101.305.30500.973.000, which represents monies awarded to the City via the Edward Byrne Memorial Justice Grant.



100 Hunter Place
 Youngsville, NC 27596
 Phone: (919) 554-2244, (800) 356-7311
 Fax: (919) 554-2266, (800) 899-8181
 www.sirchie.com

Quote Number: 0913104
 Quote Date: 3/1/2019
 Prepared by: Jen Paschall
 Email: jpaschall@sirchie.com
 Modified by:
 RE: RFQ RFQ Wesseldyk
 FOB

Extended Sales Hours Monday - Friday, 8AM-7PM EST

QUOTE

Cust No: 0049509
 Attention: Terra Wesseldyk
 Fax No.:
 Phone No.: (616) 530-7205

Bill to Address:
 Wyoming Dept of Public Safety
 PO Box 905
 Megan McCarthy
 Wyoming, MI 49509

Ship to Address:
 Wyoming Dept of Public Safety
 2300 De Hoop Ave SW
 Terra Wesseldyk
 Wyoming, MI 49509

E-mail: wesseldykt@wyomingmi.gov

Qty	Description	Unit Price	Total
1	ACEVD60A 60x28x84 DRYSAFE, 2-unit Terra Wesseldyk 616-530-7205 Lift Gate Required Inside Delivery	\$9,450.00	\$9,450.00

Payment Details
 Terms: NET 30 DAYS
 Expected Delivery: 8-10 Weeks ARO
 Expiration: 90 Days
 Federal ID No.: 26-1186682

Net Order: 9,450.00
 Less Discount: 0.00
 Shipping & Handling: 795.00
 Sales Tax: 0.00
Order Total: 10,245.00

Thank you for your continued interest in SIRCHIE products. When placing your order, please reference your quote number provided above. If you have any questions or concerns, please do not hesitate to call.

Signature: _____
 Jen Paschall

By placing this order, you are acknowledging you are a United States purchaser and agree not to ship products internationally and/or engage in a subsequent resale leading to the export of these items. Certain commodities cannot be exported from the United States without specific approval from the Department of Commerce (Part 730 et seq., U.S. Export Administration Regulations) and/or the Department of State (22 C.F.R. 120-130, ITAR). Diversion contrary to U.S. law is prohibited.

Maguffee, James

From: Kim Benton <kimbenton@aircleansystems.com>
Sent: Friday, April 26, 2019 3:42 PM
To: Maguffee, James
Subject: FW: Drying Cabinet

Good Afternoon

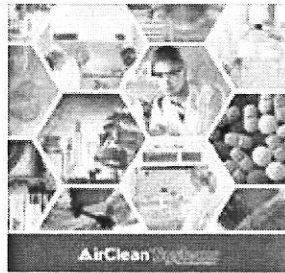
We are the manufacturer of the EVD60 DrySafe and Sirchie is our exclusive distributor for this product.

This has to be purchased through Sirchie.

Thank you

Kim Benton
Inside Sales Manager

AirClean® Systems
2179 East Lyon Station Road
Creedmoor, NC 27522
Tel: +1 919.255.3220
Fax: +1 919.528.0015
www.aircleansystems.com



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From: Maguffee, James [<mailto:MaguffeeJ@wyomingmi.gov>]
Sent: Friday, April 26, 2019 2:54 PM
To: service@aircleansystems.com
Subject: Drying Cabinet

Hello,

I am working to purchase an evidence drying cabinet for our forensic science unit. I am interested in the EVD60 Drysafe 2 unit cabinet retailed by Sirchie. Because of the cost, I am required to put this item out for public bid unless it is available only through a sole-source provider. Can you confirm you are the manufacturer of this item and whether or not Sirchie is the only retailer through which I can purchase this product? If others retail this product, are you able to tell me who so I can send a bid notice to them? Thanks very much.

Respectfully,

Captain James Maguffee
Deputy Director of Public Safety

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF PROPOSALS AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACTS

WHEREAS:

1. Formal proposals have been obtained on the below listed items.
2. The proposals received have been reviewed and evaluated as per the attached Staff Reports.

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Uniforms, Cold Weather Gear and Service Awards	Action Industrial Supply Company and Cintas Corporation	Bid prices as shown on the attached tabulation sheets
Flashlights	Michigan Police Equipment Company	Bid prices as shown on the attached Staff Report
Ballistic Vests	On Duty Gear, LLC	Bid prices as shown on the attached Staff Report
Sample Digestion Microwave	CEM Holdings Corporation dba CEM Corporation	\$42,557.50

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 June 3, 2019.

ATTACHMENTS:
Staff Reports
Tabulation Sheets

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 22, 2019
Subject: Uniforms & Service Award Items
From: Laura Jackson, Purchasing Department
Meeting Date: June 3, 2019

RECOMMENDATION:

It is recommended the City Council award the bid for uniforms and service award items to Action Industrial Supply Company and Cintas Corporation.

COMMUNITY, SAFETY, STEWARDSHIP:

Providing employees in the Wyoming City Employees Union with work uniforms is required in accordance with the contract provisions of the collective bargaining agreement, additionally there are other employees that are provided uniforms due to the nature of their positions. The uniforms create a sense of community among employees, and provide safety for employees as well as the community. Many of our employees work in safety sensitive positions and the uniforms specified are protective in areas of thickness, material, and color. Wyoming employees work in public spaces and in homes and need to be identifiable. Employees use their ID card as necessary and the embroidered work uniform provides a second method of identification. The recommendation to award to both bidders embodies stewardship by providing departments with the option to purchase from the most economical and timely source for their specific department uniform needs and requirements.

DISCUSSION:

On May 21, 2019, the City received two bids for uniforms and service award items. Sixty-five invitations to bid were sent to prospective bidders.

The bid specifications included a request for pricing for commonly purchased uniform and service award items as well as a percentage discount for items that were not listed in the bid but are available in the catalogs. Action Industrial Supply Company was the low bidder for the majority of the base pricing for the items. However; when considering embroidery charges Cintas Corporation is the low bidder on approximately one-third of the items.

Cintas Corporation also offered 15% discount pricing for other Cintas apparel, bags and caps and from items in the Cintas Source Book and Red Kap Industries catalog. Action Industrial Supply Company did not offer any additional discount pricing.

Factoring cost per item, embroidery charges and discount offered from Cintas Corporation it is recommended the City award the bid to both Action Industrial Supply Company and Cintas Corporation.

Uniforms and service awards are purchased as required throughout the year and funds are budgeted in the various departmental accounts. The estimated expenditure for uniforms and service award items is approximately \$32,000.00.

TABULATION OF BIDS
 UNIFORMS, COLD WEATHER GEAR & SERVICE AWARD ITEMS
 OPENED BY THE CITY CLERK ON MAY 21, 2019 AT 11:00 A.M.

All bid prices shown are firm for orders placed within one year

Item	Brand	ITEM #	Action Industrial Supply Company		Cintas Corporation				
			Standard Size Prices (each)	Non-Standard Sizes (each)	Standard Size Prices (each)	Non Standard Size Prices (each)	"Or Equal" Bid		
							Manufacturer & Item #	Standard Size Prices (each)	Non-Standard Sizes (each)
Public Works, Traffic, PW Building Maintenance, Engineering and PW Seasonal Employees									
Pants	Carhartt	B151	\$ 29.27				Carhartt B151	\$ 33.99	\$ 38.24
	Carhartt	B159	\$ 29.27				Carhartt B159	\$ 33.99	\$ 38.24
	Carhartt	B324	\$ 28.89						
	Carhartt	Unlined Bibs - R06	\$ 52.13				Carhartt 102776	\$ 67.99	\$ 72.99
Shorts	Carhartt	100277	\$ 22.61				Carhartt B147	\$ 25.49	\$ 29.74
	Carhartt	101168	\$ 24.39				Carhartt 103111	\$ 33.99	\$ 38.24
Hooded Sweatshirt	Carhartt	K121	\$ 26.38	\$ 28.58	\$ 33.99	\$ 38.24	Carhartt CTK121	\$ 33.99	\$ 38.24
Crew Sweatshirt	Carhartt	K124	\$ 22.87	\$ 25.34	\$ 29.74	\$ 33.99	Carhartt CTK124	\$ 29.74	\$ 33.99
Hooded Sweatshirt	Port & Company	PC90	\$ 6.90	\$ 11.58	\$ 11.65	\$ 16.65			
Crew Sweatshirt	Port & Company	PC90H	\$ 13.49	\$ 20.85	\$ 17.99	\$ 22.99			
Reflective Hood SS	Radians	SJ02B-3PGS	\$ 25.07		\$ 33.25	\$ 38.25			
Long Sleeve Reflective T-Shirt	Radians	ST21-3PGS	\$ 14.09		\$ 18.75	\$ 23.75			
T-Shirt	Port & Company	PC55	\$ 2.73	\$ 5.74	\$ 4.55	\$ 9.55			
T-Shirt	Carhartt	K87	\$ 11.30	\$ 13.19	\$ 14.44	\$ 16.99			

			Action Industrial Supply Company		Cintas Corporation				
Item	Brand	ITEM #	Standard Size Prices (each)	Non-Standard Sizes (each)	Standard Size Prices (each)	Non Standard Size Prices (each)	"Or Equal" Bid		
							Manufacturer & Item #	Standard Size Prices (each)	Non-Standard Sizes (each)
T-Shirt	Carhartt	100410	\$ 15.07	\$ 17.27	\$ 18.69	\$ 22.94			
Reflective T-Shirt	Radians	ST11-2PGS	\$ 9.16		\$ 12.75	\$ 17.75			
Dry-Fit T-Shirt	Sport-Tek	T473	\$ 8.64	\$ 12.35	\$ 11.88	\$ 16.88			
Polo Shirt	Nike	363807 / 604941 (TALL)	\$19.99/ \$24.71	\$22.99/ \$28.42	\$33.98/ \$39.08	\$38.98/ \$44.08			
Winter Bibs	Carhartt	R41 (Quilt Lined)	\$ 74.74	\$ 81.02	\$ 84.99	\$ 93.49			
	Carhartt	R03 (Arctic Lined)	\$ 81.65				Carhartt R41	\$ 84.99	\$ 93.49
Winter Coat	Carhartt	J002 (Short Coat)							
	Carhartt	C003 (Long Coat)	\$ 84.79	\$ 89.61	\$ 101.99	\$ 110.49			
Reflective Jacket (Rain/Spring/Fall)	PIP Safety Products	PIP 343-1756	\$ 75.96		\$ 110.75	\$ 110.75			
Clean Water Plant and Water Treatment Plant Employees									
Vest	Carhartt	V33	\$ 47.73	\$ 50.24	\$ 59.49	\$ 67.99			
Bib Overalls	Carhartt	R41	\$ 74.74	\$ 81.02	\$ 84.99	\$ 93.49			
Fleece Pullover	Carhartt	F295					Port Authority F295	\$ 30.58	\$ 35.58
Sweatshirt	Carhartt	K122	\$ 33.28	\$ 35.48	\$ 38.24	\$ 49.49			
Sweatshirt	Carhartt	100617	\$ 44.50	\$ 48.20			Carhartt CT10617	\$ 50.99	\$ 55.24
Sweatshirt	Carhartt	100632	\$ 52.12	\$ 55.90	\$ 59.49	\$ 67.99			
Sweatshirt	Carharty	100631					Carhartt CT100632	\$ 59.49	\$ 63.74
Sweatshirt	Carhartt	K288	\$ 30.15	\$ 32.34			CarharttCTK1 21	\$ 33.99	\$ 38.24
Sweatshirt	Carhartt	K121	\$ 26.38	\$ 28.58	\$ 33.99	\$ 38.24			
Sweatshirt	Carhartt	100615	\$ 37.05	\$ 40.82	\$ 42.49	\$ 46.74			
Shirt	Carhartt	100493-323	\$ 14.45	\$ 15.70	\$ 18.69	\$ 21.24			

			Action Industrial Supply Company		Cintas Corporation				
Item	Brand	ITEM #	Standard Size Prices (each)	Non-Standard Sizes (each)	Standard Size Prices (each)	Non Standard Size Prices (each)	"Or Equal" Bid		
							Manufacturer & Item #	Standard Size Prices (each)	Non-Standard Sizes (each)
Shirt	Carhartt	100493-824	\$ 14.45	\$ 15.70	\$ 18.69	\$ 21.24			
Shirt	Carhartt	K87	\$ 11.30	\$ 13.90	\$ 14.44	\$ 16.99			
Shirt	Carhartt	100413	\$ 16.77	\$ 18.84			Carhartt CT100413	\$ 18.69	\$ 22.94
Shirt	Carhartt	100410	\$ 14.83	\$ 17.00	\$ 18.69	\$ 22.94			
Shirt	Carhartt	K128	\$ 16.99	\$ 19.16	\$ 21.24	\$ 25.49			
Shirt	Carhartt	K84	\$ 13.82	\$ 15.07	\$ 16.99	\$ 21.24			
Shirt	Carhartt	102223							
Shirt	Carhartt	100393	\$ 18.84	\$ 22.26	\$ 25.49	\$ 29.74			
Shirt	Carhartt	101554					Carhartt CT102418	\$ 45.80	\$ 50.40
Shirt	Carhartt	101125					Carhartt CTK87	\$ 14.44	\$ 16.99
Shirt	Carhartt	S202	\$ 24.18	\$ 26.38	\$ 29.74	\$ 33.99			
Shirt	Carhartt	S200	\$ 20.73	\$ 22.92	\$ 25.49	\$ 29.74			
Shirt	Carhartt	K570	\$ 18.84	\$ 21.04	\$ 25.49	\$ 29.74			
Hat	Carhartt	A18	\$ 8.16		\$ 11.04	\$ 11.04			
Hat	Carhartt	Z202	\$ 11.30				Carhartt A202	\$ 16.99	
Hat	Carhartt	A205	\$ 6.91				Carhartt CTA205	\$ 18.85	
Hat	Carhartt	A207	\$ 8.16				Carhartt CTA207	\$ 12.50	
Pants	Cintas Exclusive	945			\$ 15.90	\$ 20.90			
Long Sleeve Dress Shirt	Port Authority	S640	\$ 20.09	\$ 23.85	\$ 27.18	\$ 32.18			
Long Sleeve Dress Shirt	Port Authority	S642	\$ 21.34	\$ 25.11	\$ 28.88	\$ 33.88			
Long Sleeve Dress Shirt	Port Authority	S639	\$ 17.29	\$ 18.53	\$ 27.18	\$ 32.18			

			Action Industrial Supply Company		Cintas Corporation				
Item	Brand	ITEM #	Standard Size Prices (each)	Non-Standard Sizes (each)	Standard Size Prices (each)	Non Standard Size Prices (each)	"Or Equal" Bid		
							Manufacturer & Item #	Standard Size Prices (each)	Non-Standard Sizes (each)
Short Sleeve Dress Polo	CornerStone	CS415	\$ 17.57	\$ 21.34	\$ 23.78	\$ 28.78			
Short Sleeve Dress Polo	Port Authority	K569	\$ 12.55	\$ 16.32	\$ 16.98	\$ 21.98			
1/4 Zip Pull over	Under Armour	71399			\$ 46.73	\$ 51.73			
Pants	Carhartt	B151	\$ 29.27		\$ 33.99	\$ 38.24			
Short Sleeve Polo	Nike	632418	\$ 37.67	\$ 41.44	\$ 50.98	\$ 55.98			
Short Sleeve Polo	Nike	363807	\$ 25.11	\$ 28.88	\$ 33.98	\$ 38.98			
Long Sleeve Polo	Sport-Tek	ST657	\$ 16.32	\$ 20.09	\$ 22.08	\$ 27.08			
Short Sleeve Polo	JerseyShirt	67243			\$ 15.29	\$ 20.29			
Parks Facilities & Parks Seasonal Employees									
90-10 T-shirt	Gildan	5400	\$ 4.93	\$ 7.80	\$ 7.55	\$ 12.55			
50/50 T-shirt	Gildan	8000	\$ 2.84	\$ 7.23	\$ 4.50	\$ 9.50			
T-shirt	Delmont	100410	\$ 14.83	\$ 17.00	\$ 18.69	\$ 22.94	Carhartt 100410	\$ 18.69	\$ 22.94
Rain Defender	Paxton	100615	\$ 36.42	\$ 40.17	\$ 42.49	\$ 47.74			
Cargo Pants	Tappen	101148	\$ 30.90				Carhartt B159	\$ 33.99	\$ 38.24
Cargo Short	Tappen	101168	\$ 24.72				Carhartt 103111	\$ 33.99	\$ 38.24
Work Pant	Carhartt	102812	\$ 39.55				Carhartt 103109	\$ 38.24	\$ 42.49
Hooded Sweatshirt, zip and no zip		4997M	\$ 13.33	\$ 20.22			Jerzee's 4997M	\$ 22.00	\$ 27.00
Rugged Flex Rigby	Carhartt	103342	\$ 35.82						
Washed Duck Work Pants	Carhartt	B11	\$ 30.28	\$ 33.99	\$ 33.99	\$ 38.24			
Loose Fit Jean	Carhartt	B13	\$ 29.66	\$ 35.84	\$ 29.74	\$ 33.99			

			Action Industrial Supply Company		Cintas Corporation				
Item	Brand	ITEM #	Standard Size Prices (each)	Non-Standard Sizes (each)	Standard Size Prices (each)	Non Standard Size Prices (each)	"Or Equal" Bid		
							Manufacturer & Item #	Standard Size Prices (each)	Non-Standard Sizes (each)
Double Front Work Dungaree	Carhartt	B136	\$ 37.08						
Canvas Short	Carhartt	B147	\$ 22.25		\$ 25.49	\$ 29.74			
Twill Relaxed Fit	Carhartt	B324	\$ 28.43				Carhartt B11	\$ 33.99	\$ 38.24
PC Hat		CP77	\$ 3.07		\$ 4.15				
Midweight Hooded Sweatshirt	Carhartt	K121	\$ 26.38	\$ 28.58	\$ 33.99	\$ 38.24			
Pocket T-shirt	Carhartt	K126	\$ 16.07	\$ 19.16	\$ 19.54	\$ 23.79			
Force Cotton Henley	Carhartt	K128	\$ 16.99	\$ 19.16	\$ 21.24	\$ 25.49			
Contractor Polo	Carhartt	K570	\$ 18.54	\$ 20.70	\$ 25.49	\$ 29.74			
T-shirt	Gildan	PC61LST	\$ 3.08		\$ 9.50	\$ 14.50			
Bib Overalls		R33	\$ 93.32						
Work shirt		SP24	\$ 11.73	\$ 14.20	\$ 15.73	\$ 20.73			
Full Zip Hooded Sweatshirt	Under Armor	ST238	\$ 23.47	\$ 27.18	\$ 32.28	\$ 37.28			
Color Block Pullover Sweatshirt	Sport-Tek	ST267	\$ 21.00	\$ 24.17	\$ 28.88	\$ 33.88			
Adult Contender T-shirt	Sport-Tek	ST361	\$ 7.40	\$ 11.11	\$ 10.18	\$ 15.18			
Dry Zone T-shirt	Sport-Tek	ST361LS	\$ 8.64	\$ 12.35	\$ 11.88	\$ 16.88			
EMPLOYEE SERVICE AWARDS									
Men's Microfleece Vest	Port Authority	F223	\$ 16.06	\$ 19.76	\$ 22.08	\$ 27.08			
Women's Microfleece Jacket	Port Authority	L223	\$ 16.06	\$ 19.76	\$ 22.08	\$ 27.08			
Men's Juniors Light Weight Full Zip Hoodie	District	DT1100	\$ 12.35	\$ 16.06	\$ 16.98	\$ 21.98			

			Action Industrial Supply Company		Cintas Corporation				
Item	Brand	ITEM #	Standard Size Prices (each)	Non-Standard Sizes (each)	Standard Size Prices (each)	Non Standard Size Prices (each)	"Or Equal" Bid		
							Manufacturer & Item #	Standard Size Prices (each)	Non-Standard Sizes (each)
Women's Juniors Light Weight Full Zip Hoodie	District	DT2100	\$ 11.11	\$ 14.83	\$ 15.28	\$ 20.28			
Voyager Sports Duffel	Port Authority	BG800	\$ 20.99		\$ 27.18				
Day Tote	Port Authority	BG406	\$ 3.70		\$ 4.98				
Half Dome Duffel	OGIO	711007	\$ 18.54		\$ 21.25				
Folding Stadium Seat		FT006			\$ 17.75				
DryBlend Fleece Stadium Blanket	Gildan	12900	\$ 9.01		\$ 12.15				
Cooler	Coastline	9421			\$ 14.21				
Insulated Tote	Vineyard	9251			\$ 15.33				
Men's Microfleece Vest	Port Authority	F226	\$ 14.82	\$ 19.76	\$ 20.38	\$ 25.38			
Women's Microfleece Vest	Port Authority	L226	\$ 14.82	\$ 19.76	\$ 20.38	\$ 25.38			
Men's Zone Performance ¼ Zip	Team 365	TT31			\$ 15.28	\$ 20.28			
Towel	Carmel Towel Company	C3060			\$ 16.54				
Crunch Duffel	OGIO	108085	\$ 28.92		\$ 31.45				
Bid Dome Duffel	OGIO	108087	\$ 26.70						
Ripstop Duffel	Eddie Bauer	EB901	\$ 22.25		\$ 25.50				
Men's Stretch Tech Shell Compass ¼ Zip Shirt	Devon & Jones	DG440			\$ 33.98	\$ 38.98			
Women's Stretch Tech Shell Compass ¼ Zip Shirt	Evon & Jones	DG440W			\$ 35.68	\$ 40.68			

			Action Industrial Supply Company		Cintas Corporation				
Item	Brand	ITEM #	Standard Size Prices (each)	Non-Standard Sizes (each)	Standard Size Prices (each)	Non Standard Size Prices (each)	"Or Equal" Bid		
							Manufacturer & Item #	Standard Size Prices (each)	Non-Standard Sizes (each)
Women's Perfect Fit Shawl Collar Cardigan	Devon & Jones	DP462W			\$ 35.68	\$ 40.68			
Adult Excel Mélangé Performance Fleece	Team 365	TT36			\$ 25.48	\$ 30.48			
Men's Fleece Jacket	Journey	88190			\$ 25.48	\$ 30.48			
Women's Fleece Jacket	Journey	78190			\$ 33.98	\$ 38.98			
Men's Endurance Nexus ¼ Zip Pullover	OGIO	OE335	\$ 24.71	\$ 28.42	\$ 33.98	\$ 38.98			
Women's Endurance Nexus ¼ Zip Pull	OGIO	LOE335	\$ 24.71	\$ 28.42	\$ 33.98	\$ 38.98			
Sport Wick ½ Zip Color Block Pullover	Sort Tek	ST851	\$ 24.71	\$ 28.42	\$ 33.98	\$ 38.98			
Men's Task Performance Fleece	Harriton	M730			\$ 27.18	\$ 32.18			
Men's Digi Stripe Fleece Jacket	Port Authority	F231	\$ 30.89	\$ 34.60	\$ 42.48	\$ 47.48			
Women's Digi Stripe Fleece Jacket	Port Authority	L231	\$ 30.89	\$ 34.60	\$ 42.48	\$ 47.48			
Men's Welded Soft Shell Jacket	Port Authority	J324	\$ 30.89	\$ 34.60	\$ 42.48	\$ 47.48			
Women's Welded Soft Shell Jacket	Port Authority	L324	\$ 30.89	\$ 34.60	\$ 42.48	\$ 47.48			
Men's Pique Fleece Jacket	Port Authority	F222	\$ 30.89	\$ 34.60	\$ 42.48	\$ 47.48			
Women's Pique Fleece Jacket	Port Authority	L222	\$ 30.89	\$ 34.60	\$ 42.48	\$ 47.48			
Men's Hooded Core Soft Shell	Port Authority	J335	\$ 33.36	\$ 37.07	\$ 45.88	\$ 50.88			

			Action Industrial Supply Company		Cintas Corporation				
Item	Brand	ITEM #	Standard Size Prices (each)	Non-Standard Sizes (each)	Standard Size Prices (each)	Non Standard Size Prices (each)	"Or Equal" Bid		
							Manufacturer & Item #	Standard Size Prices (each)	Non-Standard Sizes (each)
Women's Hooded Core Soft Sheet	Port Authority	L335	\$ 33.36	\$ 37.07	\$ 45.88	\$ 50.88			
Women's Benton Springs Full-Zip Fleece	Columbia	6439			\$ 47.58	\$ 52.58			
Men's Steens Mountain	Columbia	3220			\$ 47.58	\$ 52.58			
Men's Puffy Vest	Port Authority	J709	\$ 24.71	\$ 28.42	\$ 50.98	\$ 55.98			
Women's Puffy Vest	Port Authority	L709	\$ 24.71	\$ 25.70	\$ 50.98	\$ 55.98			
Men's Tech Fleece ¼ Zip Pullover	Sport-Tek	F247	\$ 27.18	\$ 30.89	\$ 37.38	\$ 42.38			
Women's Teck Fleece ¼ Zip Pullover	Sport-Tek	L248	\$ 28.42	\$ 32.12	\$ 37.38	\$ 42.48			
Ladies Sort Wick Stretch Full Zip Jacket	Sort Tek	LST852	\$ 27.18	\$ 30.89	\$ 37.38	\$ 42.38			
4.5 Duffel	OGIO	412037	\$ 40.79		\$ 46.75				
Men's Flux Melage Bonded Fleece Jacket	North End	88697	\$ 27.18	\$ 30.89	\$ 59.48	\$ 64.48			
Women's Flux Melage Bonded Fleece Jacket	North End	78697			\$ 59.48	\$ 64.98			
Men's Peak Sweater Fleece	North End	88669			\$ 61.18	\$ 66.18			
Rolling Cooler	Port Authority	BG119	\$ 37.08	\$ 40.78	\$ 50.98				
Men's Glacier Soft Shell Jacket	Port Authority	J790	\$ 37.08	\$ 40.78	\$ 50.98	\$ 55.98			
Women's Glacier Soft Shell Jacket	Port Authority	L790	\$ 30.89	\$ 34.60	\$ 50.98	\$ 55.98			
Men's R-Tek Pro Fleece Full Zip Jacket	Port Authority	F227	\$ 22.24	\$ 25.94	\$ 42.48	\$ 47.48			

			Action Industrial Supply Company		Cintas Corporation				
Item	Brand	ITEM #	Standard Size Prices (each)	Non-Standard Sizes (each)	Standard Size Prices (each)	Non Standard Size Prices (each)	"Or Equal" Bid		
							Manufacturer & Item #	Standard Size Prices (each)	Non-Standard Sizes (each)
Women's R-Tek Pro Fleece Full Zip Jacket	Port Authority	L227	\$ 37.08	\$ 40.78	\$ 42.48	\$ 47.48			
Men's Textured Soft Shell Jacket	Port Authority	J705	\$ 37.08	\$ 40.78	\$ 50.98	\$ 55.98			
Women's Textured Soft Shell Jacket	Port Authority	L705	\$ 44.48	\$ 48.19	\$ 50.98	\$ 55.98			
Women's Textured Hooded Soft Shell Jacket		L306			\$ 61.18	\$ 66.18			
Men's Fulcrum Full Zip Jacket	OGIO	OE700	\$ 37.08	\$ 40.78	\$ 50.98	\$ 55.98			
Women's Fulcrum Full Zip Jacket	OGIO	LOE700	\$ 48.00		\$ 50.98	\$ 55.98			
Backpack	Nike	TG0243			\$ 68.00	N/A			
Men's 1/4 Zip with Textured Inserts Shirt	Adidas	A195			\$ 68.26	\$ 73.23			
Women's Cimalite 3-Stripes Full-Zip Jacket	Adidas	A191			\$ 47.99	\$ 52.99			
Men's Insulated Innovative Hybrid Soft Shell Jacket	North End	88679			\$ 83.28	\$ 88.28			
Women's Insulated Innovative Hybrid Soft Shell Jacket	North End	78679			\$ 83.28	\$ 88.28			
Men's Impulse Interactive Seam-Sealed Shell	Ash City-North End	88808			\$ 106.23	\$ 111.23			

			Action Industrial Supply Company		Cintas Corporation				
Item	Brand	ITEM #	Standard Size Prices (each)	Non-Standard Sizes (each)	Standard Size Prices (each)	Non Standard Size Prices (each)	"Or Equal" Bid		
							Manufacturer & Item #	Standard Size Prices (each)	Non-Standard Sizes (each)
Women's Impulse Interactive Seam-Sealed Shell	Ash City-North End	78808			\$ 106.23	\$ 111.23			
Pull Through Travel Bag	OGIO	611024	\$ 85.28		\$ 91.80				
Torque Backpack	OGIO	423010	\$ 59.33		\$ 68.00				
Women's Flashpoint Half-Zip Shirt	Marmot	88250			\$ 72.25	\$ 77.25			
Men's Down Jacket	Port Authority	J323	\$ 39.99	\$ 42.99	\$ 67.98	\$ 72.98			
Men's Crosshatch Soft Shell Jacket	Eddie Bauer	EB532	\$ 39.99	\$ 42.99	\$ 67.98	\$ 72.98			
Women's Crosshatch Soft Shell Jacket	Eddie Bauer	EB533	\$ 39.99	\$ 42.99	\$ 67.98	\$ 72.98			
Men's Color Block 3 in 1 Jacket	Port Authority	J321	\$ 49.99	\$ 52.99	\$ 84.98	\$ 89.98			
Golf Bag	OGIO	425040	\$ 81.58		\$ 85.00				

Discounts Off Other Catalogs	Action Industrial Supply Company	Cintas Corporation
Cintas Source Book		15%
Cintas Apparel, Bags & Caps		15%
Red Kap Industries		15%

Number of Days Required for Deliveries	Action Industrial Supply Company	Cintas Corporation
# of uniform clothing items, including embroidery	2	15-20
0-20	7	15-20
21-100	14	15-20
101 or More	15	20-30

Embroidery	Action Industrial Supply Company	Cintas Corporation
Per Shirt	\$ 8.00	\$ 3.50
Per Medium Duty Jacket/Coat	\$ 8.00	\$ 3.50
Per Heavy Duty Jacket/Coat	\$ 8.00	\$ 4.95
Embroidery - Person's Name	\$ 5.00	\$ 1.95
Embroidery - Department Name	\$ 5.00	\$ 0.50

STAFF REPORT

Date: May 20, 2019
Subject: LED Flashlights
From: Captain James Maguffee
Meeting Date: June 3, 2019

RECOMMENDATION:

It is recommended the City Council award the bid for LED flashlights to the low bidder, Michigan Police Equipment Company in the total estimated amount of \$10,784.

SUSTAINABILITY CRITERIA:

Environmental Responsibility – No remarkable impact to this criterion

Social Equity – No remarkable impact to this criterion.

Economic Strength – Funds for this purchase are available because of our successful application to the Edward Byrne Memorial Justice Grant, a federal grant administered by the Bureau of Justice Assistance. This is one of three equipment purchase requests listed in our grant application. All three were approved and funds allocated.

Customer Service – No remarkable impact to this criterion.

DISCUSSION:

On May 14, 2019 four (4) bids were received bids for LED flashlights. Eighty-three (83) invitations to bid were sent to prospective bidders.

Flashlights remain an indispensable tool for police officers. Currently we issue our officers full size Mag-Light brand flashlights. I still have and use the original light I was issued over 21 years ago. While many of our lights are more than two decades old, the technology in those lights is even older. They are incandescent, large, and heavy. 21st century lights are much smaller, lighter, belt mountable, LED, and much brighter.

Because we wanted to upgrade and update our lights but had not identified funding, I applied for and was awarded funds under the federal grant known as the Edward Byrne Memorial Grant through the Bureau of Justice Assistance.

We researched and evaluated a number of options, deciding that the Streamlight LED-HL-75430 best suited our needs. Michigan Police Equipment Company submitted the most competitive bid. The table below represents a summary of the bids received.

	Each	Total for 100
Michigan Police Equipment Company	\$107.84	\$10,784
On Duty Gear, LLC	\$118.75	\$11,875
Vance Outdoors, Incorporated	\$114.15	\$11,415
West Shore Fire Incorporated	\$129.95	\$12,995

BUDGET IMPACT:

Funds are identified and available in budget line 101.305.30500.973.000, which represents monies awarded to the City via the Edward Byrne Memorial Justice Grant.

STAFF REPORT

Date: May 28, 2019
Subject: Ballistic Vests
From: Captain James Maguffee
Meeting Date: June 3, 2019

RECOMMENDATION:

I respectfully recommend the City Council approve the acceptance of a bid by On-Duty Gear for ballistic vests for police officers and crime scene technicians.

SUSTAINABILITY CRITERIA:

Environmental Responsibility – No remarkable impact to this criterion

Social Equity – No remarkable impact to this criterion.

Economic Strength – The recommended bid is the lower of two bids received. On-Duty Gear is our current provider and their service has been excellent. The bid locks in a price for one year. There is a pending grant application that if awarded, will cover a portion of vest costs during that time. We expect the grant will be awarded, as we have received it every year for the past several years.

Customer Service – No remarkable impact to this criterion.

DISCUSSION:

With the assistance of the Purchasing Department, we sent a notice of bid to 55 vendors. We received two bids in response. Ballistic vests remain a critical piece of equipment to protect our police officers and crime scene techs. These vests have a five year life span and we maintain a steady rotation schedule for replacement. We anticipate we will purchase 17-24 vests in the next 12 months. The notice to bid included the most up to date threat level II ballistic protection criteria. We hope the above mentioned grant award will cover close to 50% of the total cost. Below are the responses to our bid notice:

On Duty Gear, LLC	\$720.00 each
Kiesler Police Supply	\$836.74 each

BUDGET IMPACT:

Funds are identified in the uniform lines of the budget and are specific to the division to which the employee is assigned:

Patrol: 101.305.31500.744
Investigations: 101.305.31000.744
Forensic Science: 101.305.31200.744
Administration: 101.305.30500.744

STAFF REPORT

Date: May 28, 2019
Subject: Purchase of a Sample Digestion Microwave
From: Jaime Fleming, Utilities Laboratories Manager
Meeting Date: June 3, 2019

Recommendation:

It is recommended that the bid for a sample digestion microwave be awarded to CEM Holdings Corporation dba CEM Corporation in the amount of \$42,557.50.

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. A large part of this work is conducting laboratory analysis to quantifiably document our compliance with permit limitations, ensure our success of our biosolids program, guide treatment process control decisions, and monitor permit compliance of our industrial sewer users.

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 – By maintaining our own independent laboratories in the Utilities Department, we are able to keep our costs as low as possible, while generating more analytical data in which we have higher confidence.

Quality Service Impact:

Quality Service at the Utility plants depends upon our ability to produce quality data, which requires reliable, properly functioning equipment and instrumentation.

Discussion:

A total of eighty bids were sent out and two responses were received. An inductively coupled plasma-optical emission spectrophotometer (ICP-OES) is a specialized analytical instrument used to determine the concentration of heavy metals in water samples. The testing results, along with the data from other tests, are the basis of treatment process control, documenting our compliance with discharge permit limitations, ensuring industrial user compliance, calculating fees and rates, and characterizing biosolids samples.

The ICP-OES is one of the most heavily used analytical instruments in the Clean Water Plant lab. It is used to analyze an average of 120 samples per month. These include: plant influent and effluent samples, samples collected from industrial users, samples from the Kentwood and Byron sewer trunk lines, biosolids, and the occasional sample related to a drinking water quality complaint.

Before the samples can be analyzed using the ICP-OES, they must be processed in the microwave digestion instrument. This instrument safely heats pressurized acidic solutions. Due to age and exposure to corrosive vapors, the microwave that is currently in use is nearing the end of its useful life and needs to be replaced.

Budget Impact:

Both bids met the specification requirements and include shipping, installation, and on-site training.

Bidder	Bid Price
CEM Holdings Corporation dba CEM Corporation	\$ 42,557.50
Government Scientific Source	\$ 46,999.82

Funds for this purchase are available in budget account 590.590.54400.986.44.



Sample Digestion Microwave

ORDINANCE NO. 8-19

ORDINANCE TO AMEND CHAPTER 77, ARTICLE V, OF THE CITY CODE TO
REGULATE SMALL CELL WIRELESS TELECOMMUNICATIONS FACILITIES

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 77, Article V, of the Code of Ordinances of the City of Wyoming, Michigan, is amended to read as follows:

ARTICLE V. – SMALL CELL WIRELESS TELECOMMUNICATIONS FACILITIES

Sec. 77-221. – Definitions.

(a) For purposes of this article, the following definitions shall apply unless the context clearly indicates otherwise.

(1) *Act* means the Small Wireless Communications Facilities Deployment Act, 2018 PA 365, MCL 460.1301 *et seq.*

(2) *ADA* means the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC §12101 *et seq.*, and similar federal, state, or local standards regarding pedestrian access or movement.

(3) *Co-locate* means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole. "Co-location" has a corresponding meaning. Co-locate does not include make-ready work or the installation of a new utility pole or new wireless support structure.

(4) *FAA* means the Federal Aviation Administration or any successor or other agency having the rights to enforce FAA requirements, including, without limitation the Michigan Department of Transportation, Bureau of Aeronautics.

(5) *FCC* means the Federal Communications Commission or any successor agency.

(6) *Metro Act* means the Metropolitan Extension Telecommunications Rights-Of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*

(7) *Public right-of-way* or *ROW* means the area within, on, below, or above a public roadway, highway, street, alley, bridge, sidewalk, or utility easement dedicated for compatible uses. Public right-of-way does not include any of the following:

(A) A private right-of-way.

(B) A limited access highway.

(C) Land owned or controlled by a railroad as defined in section 109 of the Railroad Code of 1993, 1993 PA 354, MCL 462.109.

(D) Railroad infrastructure.

(8) *Small cell wireless facility* means a wireless facility that meets both of the following requirements:

(A) Each antenna is located inside an enclosure of not more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements would fit within an imaginary enclosure of not more than 6 cubic feet.

(B) All other wireless equipment associated with the facility is cumulatively not more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer

switches, cut-off switches, and vertical cable runs for the connection of power and other services.

(9) *Utility pole* means a pole or similar structure that is or may be used in whole or in part for cable or wireline communications service, electric distribution, lighting, traffic control, signage, or a similar function, or a pole or similar structure that meets the height requirements in section 13(5) of the Act and is designed to support small cell wireless facilities. Utility pole does not include a sign pole less than 15 feet in height above ground.

(10) *Wireless facility* means equipment at a fixed location that enables provision of wireless services between user equipment and a communications network, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes a small cell wireless facility. Wireless facility does not include any of the following:

(A) The structure or improvements on, under, or within which the equipment is co-located.

(B) A wireline backhaul facility.

(C) Coaxial or fiber-optic cable that is between utility poles or wireless support structures or otherwise is not immediately adjacent to or directly associated with a particular antenna.

(11) *Wireless infrastructure provider* means any person, including a person authorized to provide telecommunications services in this state but not including a wireless services provider, who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures and who, when filing an application with the city under this article, provides written authorization to perform the work on behalf of a wireless services provider.

(12) *Wireless provider* means a wireless infrastructure provider or a wireless services provider. Wireless provider does not include an investor-owned utility whose rates are regulated by the MPSC.

(13) *Wireless services* means any services, provided using permitted or unpermitted spectrum, including the use of Wi-Fi, whether at a fixed location or mobile.

(14) *Wireless services provider* means a person that provides wireless services.

(15) *Wireless support structure* means a freestanding structure designed to support or capable of supporting small cell wireless facilities. Wireless support structure does not include a utility pole.

(b) Other terms and phrases used in this article will have definitions consistent with the Act.

Sec. 77-222. – Permit Required.

A wireless provider may not co-locate a small cell wireless facility or install, modify, or replace a utility pole or wireless support structure on which a small cell wireless facility will be co-located within a ROW without first applying for and receiving a small cell wireless permit from the City in a form and subject to such terms and conditions as are acceptable to the city.

Sec. 77-223. – Permit Application.

An application for a permit under this article shall comply with the following:

(a) The application will be in a form and contain information as specified by the City Clerk and must be completed and submitted as set forth in this section.

(b) The applicant must provide information and documentation to enable the City to determine compliance with the criteria in this article including for example, without limitation, the

requirements in subsection 77-222(c). The City may also require a certificate of compliance with FCC rules related to radio frequency emissions from a small cell wireless facility.

(c) If the proposed activity will occur within a shared ROW or an ROW that overlaps another ROW, a wireless provider shall provide, to each affected jurisdiction, to which an application for the activity is not submitted, notification of the wireless provider's intent to locate a small cell wireless facility within the ROW. The City may require proof of other necessary permits, permit applications, or easements to ensure all necessary permissions for the proposed activity are obtained.

(d) The applicant must attest that the small cell wireless facilities will be operational for use by a wireless services provider within 1 year after the permit issuance date, unless the City and the applicant agree to extend this period or delay is caused by lack of commercial power or communications transport facilities to the site.

(e) An applicant may, at the applicant's discretion, file a consolidated application and receive a single permit for the co-location of up to 20 small cell wireless facilities within the city. The small cell wireless facilities within a consolidated application must consist of substantially similar equipment and be placed on similar types of utility poles or wireless support structures. The City may approve a permit for 1 or more small cell wireless facilities included in a consolidated application and deny a permit for the remaining small cell facilities.

(f) The application shall be accompanied by an application fee established from time-to-time by resolution of the City Council.

(g) The permit application shall be accompanied by one or more maps for any proposed small cell wireless facilities which shall be legible, to scale, labeled with streets, and contain sufficient detail to precisely identify the proposed small cell wireless facilities' locations and surroundings. Where applicable, the required map(s) shall include and identify any requested pole height(s), all attachments and detailed drawings of any attachment.

(h) The applicant shall field-stake all proposed locations for small cell wireless facilities which shall be subject to the advance approval of the City, Kent County Road Commission and the Michigan Department of Transportation as applicable. All approved small cell wireless facilities' locations shall be on a per-pole, per-equipment, or other basis.

(i) Once precise locations have been approved, the applicant shall provide latitude and longitude coordinates for the small cell wireless facilities' locations to the City's engineering department as well as detailed as-built drawings within 90 days of the completion of installation.

(j) The applicant must obtain any other permits and approvals required by law.

Sec. 77-224. –Application Processing.

(a) Within 25 days after receiving an application, the City shall notify the applicant in writing whether the application is complete. If the application is incomplete, the notice shall clearly and specifically identify all missing documents or information.

(b) The City shall approve or deny the application and notify the applicant in writing within the following period of time after the completed application is received:

(1) For an application for the co-location of small cell wireless facilities on a utility pole, 60 days, subject to the following adjustments:

(A) Add 15 days if an application from another wireless provider was received within 1 week of the application in question.

(B) Add 15 days if, before the otherwise applicable 60-day or 75-day time period elapses, the City notifies the applicant in writing that an extension is needed and the reasons for the extension.

(2) For an application for a new or replacement utility pole that meets the height requirements of section 13(5)(a) of the Act and associated small cell facility, 90 days, subject to the following adjustments:

(A) Add 15 days if an application from another wireless provider was received within 1 week of the application in question.

(B) Add 15 days if, before the otherwise applicable 90-day or 105-day time period elapses, the City notifies the applicant in writing that an extension is needed and the reasons for the extension.

If the City fails to comply with this subsection, an application otherwise complete is considered to be approved subject to the condition that the applicant provide the City not less than 7 days' advance written notice that the applicant will be proceeding with the work pursuant to this automatic approval and the applicant shall be responsible to comply with all provisions of this article and the Act.

The City and an applicant may extend a time period under this subsection by mutual agreement.

(c) The City may deny a completed application for a proposed co-location of a small cell wireless facility or installation, modification, or replacement of a utility pole that meets the height requirements in section 13(5)(a) of the Act if the proposed activity would do any of the following:

- (1) Materially interfere with the safe operation of traffic control equipment.
- (2) Materially interfere with sight lines or clear zones for transportation or pedestrians.
- (3) Materially interfere with ADA compliance.
- (4) Materially interfere with maintenance or full unobstructed use of public utility infrastructure under the City's jurisdiction.
- (5) With respect to drainage infrastructure under the City's jurisdiction, either of the following:
 - (A) Materially interfere with maintenance or full unobstructed use of the drainage infrastructure as it was originally designed, or
 - (B) Not be located a reasonable distance from the drainage infrastructure to ensure maintenance under the drain code of 1956, 1956 PA 40, MCL 280.1 to 280.630, and access to the drainage infrastructure.
- (6) Fail to comply with reasonable, nondiscriminatory, written spacing requirements of general applicability adopted by the City by ordinance or otherwise that apply to the location of ground-mounted equipment and new utility poles and that do not prevent a wireless provider from serving any location, including for example and without limitation, the installation requirements in section 77-233.
- (7) Fail to comply with applicable codes.
- (8) Fail to comply with any provision of this article.
- (9) Fail to meet reasonable, objective, written stealth or concealment criteria for small cell wireless facilities applicable in a historic district or other designated area, as specified in an ordinance or otherwise and nondiscriminatorily applied to all other occupants of the ROW, including electric utilities, incumbent or competitive local exchange carriers, fiber providers, cable television operators, and the City.

(d) Within 1 year after a permit is granted, a wireless provider shall complete co-location of a small cell wireless facility that is to be operational for use by a wireless services provider, unless the City and the applicant agree to extend this period or the delay is caused by the lack of commercial power or communications facilities at the site. If the wireless provider fails to complete the co-location within the applicable time, the permit is void, and the wireless provider may reapply for a permit.

- (e) Approval of an application authorizes the wireless provider to do both of the following:
- (1) Undertake the installation or co-location.
 - (2) Subject to relocation requirements that apply to similarly situated users of the ROW and the applicant's right to terminate at any time, maintain the small cell wireless facilities and any associated utility poles or wireless support structures covered by the permit for so long as the site is in use and in compliance with the initial permit under this act.
- (f) The City may propose an alternate location within the ROW or on property or structures owned or controlled by the City within 75 feet of the proposed location to either place the new utility pole or co-locate on an existing structure. The applicant shall use the alternate location if, as determined by the applicant, the applicant has the right to do so on reasonable terms and conditions and the alternate location does not impose unreasonable technical limits or significant additional costs. The City may request written confirmation of any decision rendered by the applicant under this subsection and the specific basis for the same.
- (g) Nothing in this article precludes the City from requiring a separate ROW access permit for work that will unreasonably affect traffic patterns or obstruct vehicular or pedestrian traffic in the ROW.
- (h) As a condition of the issuance of a permit, the applicant shall obtain and maintain a bond or other security acceptable to the City, in the amount of \$1,000.00 per small cell wireless facility, in a form reasonably satisfactory to the City, for the small cell wireless facilities as applicable to similarly situated users of the ROW for one or more of the following purposes:
- (1) To provide for the removal of abandoned or improperly maintained small cell wireless facilities, including those that an authority determines should be removed to protect public health, safety, or welfare.
 - (2) To repair the ROW as provided under the Act.
 - (3) To recoup rates or fees that have not been paid by a wireless provider in more than 12 months, if the wireless provider has received 60-day advance notice from the authority of the noncompliance.
- (i) It is a condition of any permit issued under this article that:
- (1) A wireless provider, with respect to a small cell wireless facility, a wireless support structure, or a utility pole, shall defend, indemnify, and hold harmless the City and its officers, agents, and employees against any claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses, and attorney fees resulting from the installation, construction, repair, replacement, operation, or maintenance of any wireless facilities, wireless support structures, or utility poles to the extent caused by the applicant, its contractors, its subcontractors, and the officers, employees, or agents of any of these. A wireless provider has no obligation to defend, indemnify, or hold harmless the City, or the officers, agents, or employees of the City or governing body against any liabilities or losses due to or caused by the sole negligence of the City or the City or its officers, agents, or employees.
 - (2) A wireless provider, with respect to a small cell wireless facility, a wireless support structure, or a utility pole, shall obtain insurance, in an amount and of a type reasonably satisfactory to the City, naming the City and its officers, agents, and employees as additional insureds against any claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses, and attorney fees. A wireless provider may meet all or a portion of the City's insurance coverage and limit requirements by self-insurance. To the extent it self-insures, a wireless provider is not required to name additional insureds under this subsection. To the extent a wireless provider elects to self-insure, the wireless provider shall provide to the City evidence demonstrating, to the City's satisfaction, the wireless provider's financial ability to meet the City's insurance coverage and limit requirements.

It is the policy of the City to encourage the co-location of small cell wireless facilities first, outside of public rights-of-way and, secondarily, within the public rights-of-way. The co-location of uses shall be a condition of approval of any permit granted for a new wireless support structure or utility pole in the public right-of-way; provided, however, that the co-location requirement may be waived if the pole or support structure is disguised or stealthed so as to blend with the immediate environment (e.g., streetlights, power poles, etc.).

Sec. 77-225. – Metro Act Permit.

No person shall install or operate "telecommunications facilities," as defined in the Metro Act without first obtaining a permit in accordance with the Metro Act from the City, including any part of a small cell wireless facility, utility pole, or wireless support structure constituting telecommunication facilities.

Sec. 77-226. – Design Parameters.

The following minimal design parameters shall apply to small cell wireless facilities, utility poles and wireless support structures in the City's ROWs:

(a) A wireless provider may, as a permitted use not subject to zoning review or approval, but still subject to approval by the City under this article, co-locate small cell wireless facilities and construct, maintain, modify, operate, or replace utility poles in, along, across, upon, and under the ROW consistent with the following:

(1) A utility pole in the ROW installed or modified on or after the effective date of the Act shall not exceed 40 feet above ground level, unless a taller height is agreed to by the City consistent with all applicable laws.

(2) A small cell wireless facility in the ROW installed or modified after the effective date of the Act shall not extend more than 5 feet above a utility pole or wireless support structure on which the small cell wireless facility is co-located.

(b) Such structures and facilities shall be constructed and maintained so as not to obstruct or hinder the usual travel or public safety on the ROW or obstruct the legal use of the City's ROW or uses of the ROW by other utilities and communications service providers.

(c) A wireless provider may co-locate a small cell wireless facility or install, construct, maintain, modify, operate, or replace a utility pole that exceeds the height limits under subsection (a), or a wireless support structure, in, along, across, upon, and under the ROW only upon issuance of a permit in accordance with this Article and upon receiving zoning approvals required by the City.

(d) Except to the extent they have the effect of prohibiting any wireless provider's technology, the following design and concealment measures shall apply to the co-location of any small cell wireless facility or utility pole in an historic, residential, or downtown district:

(1) Equipment on a supporting structure may not exceed an aggregate width of 4 feet (centered on pole) and shall be secured a minimum of 10 feet from the ground surface or 18 feet where equipment may overhang the back of curb line. Ground level equipment or shelters are not permitted.

(2) Small cell wireless facilities shall be located no closer than 18 inches from an existing sidewalk/face of curb or 18 inches from a proposed future sidewalk/face of curb location.

(3) Small cell wireless facilities shall be located no closer than ten feet from any driveway.

(4) Small cell wireless facilities shall be located in line with a side lot line and not in front of principal building.

(5) Unless otherwise required by the FCC, the FAA, or applicable codes poles shall either maintain a galvanized silver, gray or concrete finish or, subject to any applicable standards of the FAA, FCC or such codes, be painted a neutral color to reduce visual obtrusiveness.

(6) At all pole sites related equipment shall use materials, colors, textures, screening, and landscaping that will blend the facilities to the natural setting and environment to the extent reasonably practical.

(7) All poles shall be of monopole design and construction unless the City approves an alternate design. Disguising or stealthing poles is encouraged.

(e) A wireless provider shall comply with any City requirements that prohibit communications service providers from installing structures on or above ground in the ROW in an area designated solely for underground or buried cable and utility facilities if each of the following apply:

(1) The City has required all cable and utility facilities, other than City poles, along with any attachments, or poles used for street lights, traffic signals, or other attachments necessary for public safety, to be placed underground by a date that is not less than 90 days before the submission of the wireless provider's application.

(2) The City does not prohibit replacement of City poles by a wireless provider in the designated area.

Sec. 77-227. – Modification of Design Parameters.

Upon the written request of an applicant for a permit, the City Planning Commission after a public hearing may modify the design parameters of subsection 77-226(d) in the City Planner's discretion based on the City Planner's review of factors affecting the public health, safety and welfare including, but not limited to, the following: the presence of existing poles or other structures or equipment in the immediate vicinity; the ability to reasonably comply with the design parameters set forth in subsection 77-226(d); the visual and aesthetic impact of the proposed pole, antenna or facilities on the adjacent area; the existing and planned character of the adjacent area; public comment; the scale and scope of the poles, antennas or facilities relative to the existing character of the area; whether granting the modification will adversely impact public safety; and the recommendations of City department heads (if any). Following its review, the City Planning Commission may grant, deny or grant with conditions a request to modify the design parameters and shall provide its decision and the basis for the same to the applicant in writing. The applicant shall be responsible to pay all costs of the City associated with the request to modify the design parameters.

Sec. 77-228. – Repair of ROW.

As a condition to the issuance of a permit under this article, a wireless provider is required to repair all damage to the ROW directly caused by the activities of the wireless provider while occupying, constructing, installing, mounting, maintaining, modifying, operating, or replacing small cell wireless facilities, utility poles, or wireless support structures in the ROW and to return the ROW to its functional equivalent before the damage. If the wireless provider fails to make the repairs required by the City within 60 days after written notice, the City may make those repairs and charge the wireless provider the reasonable, documented cost of the repairs

Sec. 77-229. – Discontinuance of Use.

Before discontinuing its use of a small cell wireless facility, utility pole, or wireless support structure, a wireless provider shall notify the City in writing. The notice shall specify when and how the wireless provider intends to remove the small cell wireless facility, utility pole, or wireless support structure. The City may impose reasonable and nondiscriminatory requirements and specifications for the wireless provider to return the property to its pre-installation condition. If the wireless provider does not complete the removal within 45 days after the discontinuance of use, the City may complete the removal and assess the costs of removal against the wireless provider. A permit under this article for a small cell wireless facility expires upon removal of the small cell wireless facility.

Sec. 77-230. – Revocation of Permit.

The City may revoke a permit, upon 30 days' notice and an opportunity to cure, if the permitted small cell wireless facilities and any associated utility pole fail to meet the requirements of subsection 77-224(c).

Sec. 77-231. – Compliance with Applicable Law.

The permittee shall be responsible to comply with all applicable legal requirements and to obtain any permits or approvals otherwise required by law relative to the installation or operation of small cell wireless facilities in the City's public rights-of-way (e.g., electrical permits). The City, in reviewing and authorizing a permit under the act and/or a permit referred to in this article, and the permittee, in the establishment and operation of any small cell wireless facilities, shall comply with all applicable federal and state laws.

Sec. 77-232. – Fees.

Fees for the permits as authorized under the Act shall be as provided for in the Act or as periodically authorized by resolution of the City Council. However, for installations of utility poles designed to support small cell wireless facilities or co-locations of small cell wireless facilities installed and operational in the ROW before the effective date of the Act, the fees, rates, and terms of an agreement or ordinance for use of the ROW remain in effect subject to the termination provisions in the agreement or ordinance.

Sec. 77-233. – Installation Requirements.

(a) New poles placed in the ROW shall be the minimum height necessary to serve the intended function and shall not be taller than existing poles in the area. New poles shall be of equivalent material as other poles in the area. New pole locations shall be determined to minimize the visual impact to homes and businesses. Generally this will mean placing poles near property lines and in line with existing poles. New pole locations shall also be selected to avoid conflicts with existing or proposed City or other utilities. Generally poles will not be permitted within the 1:1 influence area of an underground City utility (i.e. 1 foot horizontal separation for each 1 foot of vertical depth to the City utility). Poles shall be placed a minimum of 2 feet from the edge of a sidewalk, driveway or curb.

(b) All owners of proposed utilities being placed in the ROW shall become members of and comply with the requirements of the Miss Dig System before construction begins.

(c) The applicant will be responsible for locating all existing private underground mains, cables, conduits, fiber optics, etc., of the utilities. The City of Wyoming shall not be responsible for locating underground utilities at the proposed location of the applicant's work, except for the City-owned underground utilities.

(d) All cracked or broken concrete and existing underground utilities shall be marked before construction begins.

(e) All concrete or bituminous pavements and structures removed due to construction that cannot be replaced until the spring shall be replaced with temporary asphalt and maintained by the applicant until the concrete or bituminous pavement can be permanently replaced.

(f) All restoration shall be done during the growing season only. At all other times, the area of work shall be graded and leveled to remove all holes and mounds of dirt.

(g) When working within a major street, a lane closure may be allowed. If a lane closure is allowed it shall be between 9:00 a.m. and 3:00 p.m. only, unless other time frames are determined the Engineer.

(h) The applicant shall replace all damaged trees or bushes that fail to leaf out or bloom during the next growing season.

(i) The repair or replacement of damaged underground sprinkler systems caused by the construction shall be the responsibility of the applicant.

Section 2. That this ordinance shall take effect on _____, 2019.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 8-19

STAFF REPORT

Date: April 30, 2019
Subject: Small cell ordinance and resolution
From: Scott Smith, City Attorney
Meeting Date: May 6, 2019

Background:

The Michigan legislature enacted 2018 PA 365 (“Act 365”) during the “lame duck” portion of the last legislative session, which took effect on March 12, 2019, and which significantly limits a local government’s ability to regulate the placement of small cell facilities in City rights-of-way, limits the fees a local government can charge for permits and placements, and limits the procedures a local government can require or use in reviewing and approving applications for small cell facilities placements. On September 26, 2018, the Federal Communications Commission (“FCC”) issued a declaratory ruling limiting time frames for local government small cell application reviews and approvals.

In an effort to (i) assist area local governments with the implementation of the complex provisions of Act 365 and the FCC ruling and (ii) to promote a common area regulatory approach and framework, the Grand Valley Metropolitan Council (“GVMC”) developed forms for a regulatory ordinance, zoning ordinance amendment, fee resolution, and small cell permit consistent with Act 365 and the FCC ruling.

Because the current Wyoming zoning ordinance and regulatory ordinance provisions do not comply with the new requirements, the City Council will be asked to consider a regulatory ordinance amendment and a resolution setting the application/permit fees. The Planning Commission will be asked to consider a corresponding zoning ordinance amendment and City Council consideration will follow thereafter.

Recommendation:

It is recommended that the Council adopt proposed Ordinance No. 8-19 “An Ordinance to Amend Chapter 77, Article V, of the City Code to Regulate Small Cell Wireless Telecommunications Facilities” and adopt the proposed Resolution No. ____, “Resolution to Establish, Rates, Fees and Charges Associated with Wireless Telecommunications Equipment, Support Structures, and Small Cell Wireless Facilities and Associated Structures.” The proposed resolution will be submitted for consideration at the same meeting as consideration of final approval of the proposed ordinance (currently anticipated to be June 3, 2019).

Sustainability Criteria:

Environmental Quality – It might be argued that the proliferation of small cell facilities in public rights-of-way is unsightly. However, the legislature preempted the City’s ability to address that issue.

Social Equity – It might be argued that small cellular providers will have a favorable status under this ordinance. But, the legislature has removed the City’s ability to address that issue.

Economic Strength – It is unknown whether economic strength is affected because we do not know (i) how the small cell facilities in rights-of-way will affect maintenance and liability and (ii) whether the allowed fees cover costs. But, the legislature preempted the City’s ability to address this issue.

Quality Customer Service – It is uncertain if approval will have a positive or negative overall effect on customer service. It will streamline service rendered small cellular providers. The effort to comply with that quicker process may affect service to others seeking City approvals. Allowing small cellular facilities in rights-of-way may preclude accommodating others seeking use of City rights-of-way. However, the FCC and legislature preempted local discretion.

ORDINANCE NO. 9-19

ORDINANCE TO AMEND CHAPTER 82, ARTICLE III, SECTION 82-63, OF
THE CITY CODE ENTITLED "GENERAL REQUIREMENTS" TO ALLOW
GARDENS IN SIDE YARDS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 82, Article III, Section 82-63 of the Code of the City of Wyoming, Michigan, is amended to read as follows:

Sec. 82-63. - General requirements.

(1) All lot areas not designated for buildings, pedestrians, vehicles, recreation or storage, shall be provided with turf grass or a combined ground cover of maintained gardens, hedges, trees and shrubbery. No plantings are permitted within public rights-of-way without written authorization from the public works department. Plantings shall be maintained so as to not obstruct sidewalks, alleys or streets.

(2) No owner or occupant of any parcel shall allow any noxious weeds on any part or portion of said parcel.

(3) No owner or occupant of developed properties shall allow any turf grass, weeds or rank vegetation to grow to a height greater than 12 inches. This section does not apply to any lands that are exempted by section 82-64.

(4) Gardens shall be permitted anywhere upon private properties with the exception of vegetable gardens, which may not be located in front yards as defined in the City's zoning ordinance (Chapter 90 of this Code). Gardens shall be maintained in a cultivated state except during the winter months. Gardens that are no longer under active cultivation shall be removed and replaced per subsection (1) above. Designated garden areas shall be maintained free of weeds at all times throughout the year. Stands for the sale of garden produce or flowers are not permitted.

(5) Temporary greenhouses or hoop houses constructed with fabric or plastic walls and roof that are a maximum 16 square feet are permitted. Temporary greenhouses or hoop houses may be located only within the rear yard of properties, may be no closer than three feet to a property line and must be maintained in good condition.

(6) On-site storage of compost and organic matter is permitted subject to the following:
(a) Shall be permitted only in a rear yard a minimum of ten feet from a property line.
(b) May not exceed 64 square feet in area.
(c) Shall not be visible from adjoining residential properties (shielded from view by shrubbery or fencing).
(d) Shall be constructed of rigid and durable materials with a tightly fitted lid.
(e) Shall be maintained to prevent odors.

Section 2. That this ordinance shall take effect on _____, 2019.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 9-19

STAFF REPORT

Date: April 30, 2019

Subject: Ordinance amending Sec. 82-63 of the city code to allow vegetable gardens in side yards

From: Dave Rupert, Building Inspection Supervisor, Community Services

CC: Rebecca Rynbrandt, Director of Community Services

Meeting Date: May 6, 2019

RECOMMENDATION: It is recommended that the City Council approve changes to Wyoming's Code of Ordinances to allow citizens to plant vegetable gardens in their side and rear yards. This amendment is a response to community requests and will work toward building stronger neighborhoods.

SUSTAINABILITY CRITERIA:

Environmental Quality – Allowing residents to plant vegetable gardens in locations other than rear yards will give more flexibility when planting their gardens.

Social Equity – This change is applied to all properties equally thereby giving all residents the opportunity to garden.

Economic Strength – This change will allow residents more flexibility to grow and consume home grown vegetables.

Quality Service Impact – This proposed change is a direct response to citizen inquiries. This relates directly to responding to community desires.

DISCUSSION: Over the past year, two residents have objected to the ordinance preventing vegetable gardens in side yards. Staff reviewed the ordinance and is proposing the ordinance change as attached.

BUDGET IMPACT:

This change will have no impact on the budget.

ORDINANCE NO. 10-19

ORDINANCE TO AMEND CHAPTER 70 OF THE CITY CODE BY REPEALING ARTICLE II, DIVISION 5, ENTITLED "SNOW PLOWING," BY REPEALING ARTICLE III, DIVISION 1, SECTION 70-207 ENTITLED "REMOVAL OF SNOW AND OTHER OBSTRUCTIONS," AND BY ADDING ARTICLE IV ENTITLED "SNOW PLOWING AND REMOVAL" TO ADDRESS SNOW PLOWING AND REMOVAL ACTIVITIES ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY AND PROVIDING PENALTIES FOR VIOLATIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 70 of the Code of the City of Wyoming, Michigan, is amended by adding Article IV to read as follows:

ARTICLE IV. - SNOW PLOWING AND REMOVAL

DIVISION 1. – REMOVAL AND PLACEMENT

Sec. 70-401. – Sidewalk clearing.

(a) Within 24 hours of the weather event or other circumstance resulting in the accumulation of snow, ice, leaves, branches, or other obstruction on the sidewalk, the occupant or owner of property abutting upon public sidewalks shall clear those sidewalks of such materials and shall keep those sidewalks clear of such materials.

(b) If a property occupant or owner fails to clear snow, ice, leaves, branches, or other obstruction on the sidewalk within 48 hours of being notified by the city of such violation in accordance with section 1-25 of this Code, the city may remove or contract for removal of such snow, ice, leaves, branches, or other obstruction. The cost of removal will be billed to the occupant or owner of the property. The cost shall also be a lien against the property as a single lot special assessment as provided in section 66-23.

(c) Failure of a property occupant or owner to clear a sidewalk of snow, ice, leaves, branches or other obstruction as provided in this section, constitutes a municipal civil infraction punishable by a fine of \$25.00 for first offense in any 12-month period, a fine of \$150.00 for a second offense in any 12-month period, and a fine of \$500.00 for any third or subsequent offense in any 12-month period. Each 24-hour period of noncompliance constitutes a separate offense.

Sec. 70-402. – Depositing removed materials.

(a) Snow and ice removed from any private property shall not be deposited (i) on the paved portion of any street, sidewalk or other public right-of-way, (ii) in any public park, (iii) in the median of any public right-of-way or (iv) except as otherwise permitted by the property owner, in any other place not owned or legally controlled by the person depositing that snow or ice. This subsection does not prohibit depositing snow or ice removed from the paved portion of a street, sidewalk or other right-of-way onto the unpaved portion of the right-of-way immediately adjacent to the paved portion of the right-of-way from which it was removed.

(b) Snow and ice removed from the paved portion of any public street, sidewalk or other right-of-way by any individual or entity who is not an officer, employee, contractor or other agent of the city shall not be piled or deposited (i) on the paved portion of any street, sidewalk or other public right-of-way, (ii) in any public park, (iii) in the median of any public right-of-way or (iv) except as otherwise permitted by the property owner, in any other place not owned or legally controlled by the person depositing that snow or ice. This subsection does not prohibit depositing snow or ice removed from the paved portion of a street, sidewalk or other right-of-

way onto the unpaved portion of the right-of-way immediately adjacent to the paved portion of the right-of-way from which it was removed.

(c) Except as provided in subsection 70-402(a), leaves, branches or other obstructions removed from any private property shall not be deposited (i) on or within any street, sidewalk or other public right-of-way, (ii) in any public park, or (iii) except as otherwise permitted by the property owner, in any other place not owned or legally controlled by the person removing and depositing the leaves, branches or other obstruction. This subsection 70-401(c) does not prohibit timely placing properly contained, bagged, or bound leaves, branches and other refuse at curbside outside the paved portion of a right-of-way for a scheduled removal by a public or private refuse removal service.

(d) Snow, ice, leaves, branches and other materials shall not be moved, piled, stacked or otherwise placed so as to (i) conceal, obstruct or hinder access to any fire hydrant, (ii) obstruct or hinder access to any mailbox, (iii) impair the clear vision of the driver of any vehicle at any intersection, (iv) impair the vision of the driver of any vehicle when exiting a driveway into a right-of-way or when turning from a right-of-way into a driveway, or (v) impair the clear vision of any pedestrian approaching or using a crosswalk.

(e) This section is not applicable to actions of officers, employees or other agents of the city, Kent County, the state or other governmental entity or agency when engaged in (i) clearing snow, ice, leaves, branches, debris or other materials or obstructions from any public rights-of-way, (ii) constructing, installing, repairing, maintaining, improving or replacing any part of any right-of-way, any public utility line or facility, or other publicly-owned infrastructure, or (iii) when acting to address the aftermath of a weather event or emergency.

(f) The city engineer may grant temporary approval to move, pile, stack or otherwise place materials in violation of this section to a utility company's agents or to a contractor engaged in excavation or other construction within a right-of-way or adjacent property. That approval shall be for a period no longer than is necessary to complete the adjacent work and to remove such materials so they are no longer violating this section. Any approval shall be in writing and shall state a duration that generally shall not exceed 7 days, but which may be longer if the city engineer, in the city engineer's professional opinion, determines a longer time is necessary and will not adversely affect the public health, safety or welfare.

(g) A violation of this section is a municipal civil infraction punishable by a fine of \$25.00 for a first offense in any 12-month period, a fine of \$150.00 for a second offense in any 12-month period, and fine of \$500.00 for any third or subsequent offense in any 12-month period. Each 24-hour period of noncompliance constitutes a separate offense.

DIVISION 2. – SNOW PLOWING

Sec. 70-421. – City license required.

Except as provided in subsections (a) and (b) no individual or entity shall engage in the business of moving, removing or plowing snow on any public or private property without a current snow plowing license issued by the city and with any other license that may be required by the city or any other governmental official, agency or entity.

(a) This requirement does not apply to officers, employees or other agents of the city or another governmental agency moving, removing or plowing snow or ice from any public right-of-way, other public property, or property under the control of the city or other governmental agency.

(b) This requirement does not apply to those moving, removing or plowing snow or ice from any premises owned, leased, or under the legal control of the individual or entity engaged in that activity.

Sec. 70-422. – License application.

Any individual or entity desiring a snowplowing license shall file an application, license fee and related materials with the city clerk on forms provided by the city clerk. The application shall include (i) the applicant's name, address, and telephone number, (ii) the name, address, telephone number, cell phone number, and e-mail address of the principal contact(s) for the applicant, (iii) and a description including the manufacturer, model, color, vehicle identification or serial number, and, if licensed for use on public roads, the license plate number of each truck, tractor, loader, or other vehicle the applicant may use when moving, removing or plowing snow in the city.

(a) The application shall be accompanied by a license fee in an amount established by resolution of the city council. The amount of the fee may be based on the number of vehicles that may be used for moving, removing or plowing snow in the city.

(b) The application shall be accompanied by current certificates of insurance showing the applicant has no-fault automobile and commercial general liability insurance coverage for the applicant's vehicles and business.

(c) An applicant (or, once a license is issued, a licensee) shall update the list of vehicles that may be used to provide services in the city to coincide with vehicles actually used within the city by sending written notification to the city clerk referring to the name on its city license, its city license number, and a description including the manufacturer, model, color, vehicle identification or serial number, and, if licensed for use on public roads, the license plate number of each additional vehicle used in the city.

(d) Dump trucks or other vehicles used exclusively for hauling snow shall be exempt from the licensing provisions of this division. Dump trucks or other vehicles with blades, buckets, blowers or other equipment used to move, load, or lift snow or ice are not exempt from the licensing provisions of this division.

Sec. 70-422. – Grounds for denial, suspension, revocation or nonrenewal.

In addition to grounds set forth elsewhere in this Code, any of the following are grounds for denying a license or for the suspension, revocation, or nonrenewal of a license after it is issued:

(a) Violation of this Chapter 70, Article IV or of any other provision of this Code.

(b) Failure to repair any damage to any public or private property resulting from any activities undertaken pursuant to a license issued under this division.

(c) Failure to pay any property taxes, fees, or other amounts due the city related to any property or activities of the (i) applicant/licensee, or (ii) a director, officer, member, or owner of more than a 10% interest in the applicant/licensee.

(d) Information about incidents involving (i) the applicant/licensee, (ii) any of the applicant/licensee's directors, members, officers, or employees, or (iii) agents of the applicant/licensee, such as, for example, individuals operating any vehicles or other equipment for the applicant/licensee that lead the city clerk to determine that activities of the applicant/licensee or those identified in subparagraphs (i) through (iii) under a license issued pursuant to this division may result in injuries to individuals or damage to property.

(e) Information about incidents involving (i) the applicant/licensee, (ii) any of the applicant/licensee's directors, members, officers, or employees, or (iii) agents of the applicant/licensee, such as, for example, individuals operating any vehicles or other equipment for the applicant/licensee that lead the city clerk to determine that the applicant/licensee's business practices have violated or may violate applicable laws, rules or regulations.

(f) Information that the applicant/licensee's insurance coverage has expired, lapsed, been terminated or is otherwise reduced.

(g) The applicant/licensee or the applicant/licensee's owner was convicted of, entered a guilty plea to, or entered another plea having the same effect as a guilty plea for sentencing purposes to a crime involving the destruction of property, "road rage," driving under the influence of or while impaired by alcohol, marijuana, or a controlled substance, fraud, deceit, trespass, unlawful entry, or theft.

Sec. 70-423. – License issuance, term and possession.

(a) The city clerk shall review the application and supporting materials to determine whether they are complete and include all required information. In the city clerk's discretion, the city clerk may consult with others to determine whether any grounds exist for denying issuance or renewal of a snow plowing license.

(b) If the city clerk determines after reasonable review that an application and supporting materials for a snow plowing license are complete, the applicable fee(s) paid, and there are no grounds for denial or nonrenewal, the city clerk shall issue the snow plowing license in a form prepared by the city clerk. The clerk shall provide sufficient certified copies of the license to enable the licensee to keep one certified copy in each of the licensee's vehicles used in the city.

(c) The license term shall expire on September 30 following its issuance unless the license is issued after July 1 of any year, in which case it shall expire on September 30 of the following calendar year.

(d) Provided the city clerk determines there are no grounds for nonrenewal, a snow plowing license may be renewed for successive 1-year terms upon payment of the annual license fee to the city clerk and filing of updated information on the application with updated supporting materials.

(e) A licensee shall keep a certified copy of a license issued under this division in each of the licensee's vehicles used to provide services in the city. That certified copy shall be presented, upon request, to any city police officer, fire fighter, code inspector, or other city officer or employee authorized to issue municipal civil infraction citations or traffic citations or otherwise charged with enforcing city ordinances.

Sec. 70-424. – License denial, suspension, revocation or nonrenewal.

If the city clerk determines there are grounds for denial, suspension, revocation or nonrenewal of a snow plowing license as provided in this division, the city clerk shall notify the applicant/licensee in writing addressed to the applicant/licensee's e-mail address and street address as provided in the most recent application or application update filed with the city clerk by the applicant/licensee. Notice shall be given by e-mail and shall also be either personally served, delivered by postage prepaid certified mail with return receipt requested, or delivered by courier service such as FedEx, UPS or similar carrier. The notice shall (i) state the reason for denial, suspension, revocation or nonrenewal, (ii) state the date on which any suspension or revocation is to commence, (iii) state the length and other terms of any suspension (such as, for example, the need to pay taxes or fees, the need to repair or restore damaged property, or other condition of ending the suspension), and (iv) inform the applicant/licensee of the appeal procedure under section 1-29 of this Code.

Sec. 70-425. – Special equipment and identification.

(a) In addition to all equipment and lighting required by state law or another provision of this Code, any vehicle used for services provided in the city shall be equipped with a flashing, oscillating or rotating amber light placed in such position as to be visible throughout 360 degrees, which light shall be operated at all times that the vehicle is being used to move, remove or plow snow.

(b) Any vehicle used to provide services in the city shall plainly display on both sides of the vehicle, with letters and numbers at least 3 inches in height, the licensee's name and telephone or cell phone number as they appear on the licensee's application.

Sec. 70-426. – Violation as municipal civil infractions.

Violations of this division are a municipal civil infraction punishable by a fine of \$25.00 for first offense, a fine of \$150.00 for a second offense, and fine of \$1500.00 for any third or subsequent offense. Each premises in the city that is plowed or otherwise serviced in violation of this division constitutes a separate offense.

Section 2. That Chapter 70, Article II, Division 5 of the Code of the City of Wyoming, Michigan, entitled, "Snow Plowing," and Chapter 70, Article III, Division 1, Section 70-207 entitled "Removal of snow and other obstructions," are repealed.

Section 3. That this ordinance shall take effect on _____, 2019.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 10-19

STAFF REPORT

Date: May 28, 2019
Subject: 3 Proposed Ordinances
From: Scott Smith, City Attorney
Meeting Date: June 3, 2019

Background:

The 3 proposed ordinances may be best referred to by their ordinance numbers (10, 11 and 12) as their titles and subject are long and broad.

Ordinance No. 10-19 entitled “Ordinance to Amend Chapter 70 of the City Code by Repealing Article II, Division 5, Entitled ‘Snow Plowing,’ by Repealing Article III, Division 1, Section 70-207 Entitled ‘Removal of Snow and Other Obstructions,’ and by Adding Article IV Entitled ‘Snow Plowing and Removal’ to Address Snow Plowing and Removal Activities on Public Rights-of-Way and Private Property and Providing Penalties for Violations”

Ordinance No. 11-19 entitled “Ordinance to Amend the City Code by Amending Sections 1-20, 1-27 and 1-28 to Clarify the Officers Who Can Issue Citations and Penalties for Violations of the City Code; and by Adding Section 1-29, Repealing Section 14-54, and Amending Sections 14-52, 14-53, 14-117, 15-7, 15-8, and 22-38 to Provide the Procedure for License Denials, Suspensions, and Revocations, and for Appeals to the City Council”

Ordinance No. 12-19 entitled “Ordinance to Amend the City Code by Adding Section 66-23 to Provide for Single Lot Special Assessments”

The 3 proposed ordinances arise from a confluence of circumstances including a review of city ordinances related to snow removal, leaves and grass maintenance, snow plow licensing, and an inquiry from our fire department. One issue led to another until it seemed best to offer 3 ordinances for your consideration, one of which involves several disparate Code sections. Because they are somewhat interrelated, it seemed best to address them in a single staff report.

Recommendation:

It is recommended that the Council adopt all three ordinances.

Discussion:

Proposed Ordinance No. 10 addresses the concerns about snow removal and snow plowing addressed in the staff report discussed at the Council’s May 13, 2019 work session. It also clarifies that leaves, branches and other materials are not to be deposited on streets, sidewalks or other public places. More specifically, proposed Ordinance No. 10:

- A. Requires clearing of snow from sidewalks within 24 hours and allows the City to clear them 48 hours after giving notice to the property owner or occupant. Violations are municipal civil infractions with fines of \$25, \$150 and \$500.
- B. Prohibits depositing snow, ice, leaves, branches and other materials in rights-of-way, other public places or property owned by others. It allows deposits of snow and ice in the unpaved area of the right-of-way between the sidewalk and street. It provides exceptions for governmental work and during construction. Violations are municipal civil infractions with the same fines as above.
- C. It requires that those engaged in snowplowing in the City be licensed (except for governments and for those plowing only their own property). It provides a licensing procedure. That includes grounds for denying, suspending, revoking or not renewing a license. It continues the equipment requirements of the former provisions.

D. It refers to the City Council hearing provision in proposed Ordinance No. 11 and provides for a single lot special assessment as would be provided by proposed Ordinance No. 12.

Proposed Ordinance No. 11 was initially intended to provide a single, detailed procedure for hearings before the City Council. Currently, a number of Code provisions allow for hearings before the City Council or to be held by the City Manager. Because the City Manager is normally aware of and consulted during the decisions being appealed, an appeal to the City Manager likely does not meet due process requirements. (Removing the City Manager from the initial decision to preserve the City Manager's ability to decide an appeal seems a poor idea in an organizational structure as flat as the City's.) The current provisions also provide varying procedures and, in some, very little detail, so it seemed best to provide a single procedure.

The proposed hearing procedure is intended to provide for a hearing more like that before a zoning board of appeals rather than like a court. It provides sufficient notice and record requirements to ensure that due process is provided. It allows flexibility to modify the procedure if the appellant and City agree and the Council approves.

Proposed Ordinance No. 11 also addresses outdated provisions in sections 1-27 and 1-28. Those sections referred to state laws that have been repealed and replaced, referred improperly to some state laws, referred City staff positions that have been renamed, failed to empower certain City officials to issue citations, etc. Section 1-20 was modified to provide that referring to an officer or office in the Code will include the officer's superiors and designees as well as any successor officer or office assuming those duties under any reorganization or reassignment of duties.

Finally, proposed Ordinance No. 12 provides for single lot special assessments. This simply adds a tool the City may use and does not require its use. Because special assessments impose liens that are paid in bankruptcy and survive a tax sale, there are advantages to imposing them. Many communities annually impose a number of single lot special assessments to address various grass cutting, snow removal, trash removal and other nuisance-type remedies the City engaged in on single lots. This occurs before the unpaid fee is added to the tax bill, making its collection more likely even in the case of financial insolvency.

Sustainability Criteria:

Environmental Quality – Ordinance 10 will protect environmental quality by prohibiting deposits of materials in public and private property except as appropriate in certain situations.

Social Equity – Approval will ensure all can be held accountable for clearing snow, ice and another materials; when special City involvement is needed for a particular parcel, such as to mow overgrown grass or rid it of trash, the city can recover the costs from the property owner; and all appeals to the City Council will be addressed in a similar manner.

Economic Strength – The ordinances place the onus on owners and occupants of property to maintain that property or to pay the consequences of their failure to do so. A single lot special assessment can prevent discharges of an obligation to pay certain charges in bankruptcy or in property tax sales.

Quality Customer Service – Appropriate licensing of snow plow businesses provides information needed if problems arise from plowing. A clear appeals process increases transparency and removes uncertainty for interested parties. Updating Code provisions with correct references and more generic authorization of City staff enhances understanding of those provisions and lessens needs for future amendments resulting from reorganizations, reassignments of duties, combining positions, reclassifying positions, etc.

ORDINANCE NO. 11-19

ORDINANCE TO AMEND THE CITY CODE BY AMENDING SECTIONS 1-20, 1-27 AND 1-28 TO CLARIFY THE OFFICERS WHO CAN ISSUE CITATIONS AND PENALTIES FOR VIOLATIONS OF THE CITY CODE; AND BY ADDING SECTION 1-29, REPEALING SECTION 14-54, AND AMENDING SECTIONS 14-52, 14-53, 14-117, 15-7, 15-8, AND 22-38 TO PROVIDE THE PROCEDURE FOR LICENSE DENIALS, SUSPENSIONS, AND REVOCATIONS, AND FOR APPEALS TO THE CITY COUNCIL

THE CITY OF WYOMING ORDAINS:

Section 1. That sections 1-20, 1-27 and 1-28 of Chapter 1 of the Code of the City of Wyoming, Michigan, are amended to read as follows:

Sec. 1-20. - Reference to offices.

References in this Code to a city officer shall include (i) that officer's superiors and designees, and (ii) any city office, officer or employee exercising the powers, duties or functions contemplated in the provision regardless of any transfer of functions or change in title.

Sec. 1-27. - Municipal civil infractions; generally.

- (a) "Municipal civil infraction" means any violation of a provision of this Code or any rule or regulation adopted pursuant to a provision of this Code, but which is not a crime under this Code, rule or regulation, and for which civil sanctions, including, without limitation, fines, damages, expenses and costs, may be ordered, as authorized by chapter 87 of the revised judicature act of 1961, 1961 PA 236, MCL 600.8701 *et seq.*
- (b) Unless otherwise provided by this Code, a violation of a provision of this Code or a rule or regulation adopted pursuant to this Code, shall be a municipal civil infraction, the sanction for which shall be a civil fine in the amount as provided by this Code, plus any costs, damages, expenses, orders to comply with or correct violations of this Code, and other sanctions, as authorized by chapter 87 of the revised judicature act of 1961, 1961 PA 236, MCL 600.8701 *et seq.*, and any other applicable law.
- (c) A violation of a provision of this Code or a rule or regulation adopted or issued pursuant to this Code shall not constitute a municipal civil infraction if that same act or omission constitutes a crime under any of the following:
 - (1) Article 7 or section 17766a of the public health code, 1978 PA 368, MCL 333.7101 *et seq.* and 333.17766a;
 - (2) The Michigan Penal Code, 1931 PA 328, MCL 750.1 *et seq.*;
 - (3) The Michigan vehicle code, 1949 PA 300, MCL 257.1 *et seq.*;
 - (4) The Michigan liquor control act of 1998, 1998 PA 58, MCL 436.1101 *et seq.*;
 - (5) Chapter 4, Subchapter 5 entitled "Watercraft and Marine Safety" of the natural resources and environmental protection act, 1994 PA 451, MCL 324.80101 *et seq.*;
 - (6) The aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.1 *et seq.*;
 - (7) Chapter 4, Subchapter 6 entitled "Motorized Recreational Vehicles" of the natural resources and environmental protection act, 1994 PA 451, MCL 324.81101 *et seq.*;
 - (8) Any state law under which the act or omission is punishable by imprisonment for more than 90 days; or
 - (9) Any state law superseding and replacing a law referred to in subsections (1) through (7) above.

- (d) No ordinance or any provision of this Code may designate a violation as a municipal civil infraction if that violation may be designated as a civil infraction under:
 - (1) The Michigan vehicle code, 1949 PA 300, MCL 257.1 *et seq.*;
 - (2) 1969 PA 235, MCL 257.941 *et seq.*;
 - (3) 1956 PA 62, MCL 257.951 *et seq.*;
 - (4) Chapter 4, Subchapter 5 entitled “Watercraft and Marine Safety” of the natural resources and environmental protection act, 1994 PA 451, MCL 324.80101 *et seq.*; or
 - (5) Any state law superseding and replacing a law referred to in subsections (1) through (4) above.
- (e) Except as otherwise provided in this Code, all civil fines shall be \$75.00 for the first offense, \$250.00 for the second offense, \$500.00 for the third offense, provided that the second or third offenses are committed within one year of the first offense.
- (f) Each act of violation and every day upon which any such violation shall occur constitutes a separate offense.
- (g) In addition to any remedies available at law, the city may bring an action for an injunction or other process against a person to restrain, prevent or abate any violation of this Code or any rule or regulation adopted pursuant to this Code.
- (h) The following officials are authorized to issue municipal civil infraction citations or notices, as authorized by as authorized by chapter 87 of the revised judicature act of 1961, 1961 PA 236, MCL 600.8701 *et seq.* and any other applicable law:
 - (1) The city manager, deputy city manager, director of public safety, police chief, police officers, fire chief, deputy fire chief, fire marshal, and fire inspector;
 - (2) When acting within the scope of their duties as from time-to-time assigned, the director of community services/parks and recreation, director of public safety, director of public works, deputy director of public works, city planner, parks and facilities supervisor, recreation supervisor, inspections supervisor, registered building official, building inspector, housing inspector, code enforcement officer/inspector, mechanical inspector, electrical inspector, plumbing inspector, heating inspector, police cadet, community policing officer, fire fighter, director of utilities, and city personnel assigned to the city’s industrial pretreatment enforcement.
 - (3) Any person designated by the city manager.
- (i) The city establishes a municipal ordinance violations bureau as authorized in section 8396 of the revised judicature act of 1961, 1961 PA 236, MCL 600.8396.
 - (1) The purpose of the bureau is to accept admissions of responsibility for municipal civil infractions and to collect and retain civil fines and costs as provided by this Code or any ordinance.
 - (2) The bureau shall be located in the Wyoming Justice Center building and under the supervision and control of the 62-A District Court which shall adopt rules and regulations for the operation of the bureau and appoint any necessary, qualified city employees to administer the bureau in accordance with existing city policies and procedures for employment and the current city budget.
 - (3) Municipal civil infraction violation notices shall be issued, served and disposed of as authorized by the revised judicature act of 1961, 1961 PA 236, MCL 600.8701 *et seq.* and any other applicable law.
- (j) Unless another penalty is expressly provided by this Code for any particular provision or section, the penalty for a misdemeanor violation shall be a fine of not more than \$500.00,

plus costs, or by imprisonment for not more than 90 days, or both such fine and imprisonment in the discretion of the court.

- (k) The penalties provided by this section, unless another penalty is expressly provided, shall apply to any amendment of or addition to this Code whether or not such penalty is made a part of such amendment or addition.

Sec. 1-28. - Uniform law citation; persons authorized to issue.

- (a) “Uniform law citation” means a complaint or written notice issued and subscribed by a police officer or other officials authorized by this section to issue it, directing a designated person to appear in a designated local criminal court at a designated future time in connection with his alleged commission of a designated violation of state law or local ordinance for which the maximum permissible penalty does not exceed 90 days in jail and a fine of \$500.00.
- (b) The following officials are authorized to issue uniform law citations upon reasonable cause to believe that the person to whom the appearance ticket is issued has committed the violation indicated.
 - (1) The city manager, deputy city manager, director of public safety, police chief, police officers, fire chief, deputy fire chief, fire marshal, and fire inspector;
 - (2) When acting within the scope of their duties as from time-to-time assigned, the director of community services/parks and recreation, director of public safety, director of public works, deputy director of public works, city planner, parks and facilities supervisor, recreation supervisor, inspections supervisor, registered building official, building inspector, housing inspector, code enforcement officer/inspector, mechanical inspector, electrical inspector, plumbing inspector, heating inspector, police cadet, community policing officer, fire fighter, director of utilities, and city personnel assigned to the city’s industrial pretreatment enforcement.
 - (3) Any person designated by the city manager.

Section 2. That Chapter 1 of the Code of the City of Wyoming, Michigan, is amended by adding section 1-29 to read as follows:

Sec. 1-29. – Appeals to city council.

Unless another procedure is expressly provided by another provision of this Code or by other applicable law, whenever a provision of this Code allows for an appeal of an issue to the city council, the following procedure shall apply:

- (a) If a person, who has rights to appeal to the city council from a city decision or action, that person may initiate the appeal by filing a written appeal to the city manager within 21 days of the receipt of the written notice or within 21 days of the city decision or action being appealed.
- (b) The written appeal shall (i) set forth in detail all facts and legal arguments supporting the appellant’s position, (ii) include any supporting documents, photos, videos or other records, (iii) identify any individuals known by the appellant to have information relevant to the appeal, and (iv) include any other information the appellant believes to be relevant or helpful in deciding the appeal. The appeal shall be delivered to the city manager by personal service, by postage prepaid certified mail with return receipt requested, or by courier service such as FedEx, UPS or similar carrier.
- (c) After receiving an appeal, the city manager may, within 21 days, either (i) grant the relief sought in the appeal or (ii) schedule a hearing on the appeal before the city council at a city council meeting to occur within 60 days after the date the city manager received the appeal.

- (d) Written notice of the date and time of the city council hearing shall be delivered to the appellant by personal service, by postage prepaid certified mail with return receipt requested, or by a courier service such as FedEx, UPS or similar carrier.
- (e) In a hearing before the city council:
 - (1) The mayor pro tem shall preside.
 - (2) The city attorney may advise the council on legal matters and may also explain and opine on the city's determination regarding the matter being appealed.
 - (3) Time limits for presentations by the appellant, city representatives, and others shall be imposed. Unless the city council decides otherwise, the appellant and city representatives shall each be provided up to 15 minutes for a presentation and others shall be limited to 3 minutes. The city council may, in its discretion, allow additional time for rebuttals which shall generally be limited to 5 minutes each for the appellant and city representatives.
 - (4) Witnesses will not be sworn in, will not formally testify, and will not be subject to cross examination. However, city council members, city staff members designated by the city council, or other city representatives designated by the city council may question any persons who speak on the appeal.
 - (5) The city council may consider information normally relied upon by persons making serious decisions. Formal rules of evidence will not apply. But the presiding officer may preclude the presentation of information deemed redundant, irrelevant, immaterial, unduly prejudicial, inflammatory, or outside of civil discourse. The presiding officer may take necessary steps to ensure the proceeding maintains appropriate civility and decorum.
 - (6) The city council may hear from and inquire of those speaking about matters the city council deems material to its deliberation.
 - (7) Written arguments and other materials may be provided to the city council for consideration and shall be submitted to the city clerk at least 7 calendar days before the city council meeting. The city council may decide, if good cause is shown, to allow later submission of such materials.
 - (8) Unless requested and paid for by the appellant or unless requested and paid for by the city no court reporter shall be present and no verbatim record of the hearing shall be kept. The minutes of the meeting, together with any submitted materials shall constitute the hearing record.
 - (9) The city council may decide the appeal at the meeting at which the hearing is held or at a subsequent meeting.
 - (10) The city council may, but is not required to, modify this procedure by a resolution adopted at least 14 days before the scheduled hearing.
- (f) The decision of the city council shall be final. To the extent not prohibited by law, any action to seek review by any court shall be filed within 21 days of the city council's approval of the minutes of the meeting at which it made its decision on the appeal.
- (g) This provision does not prevent the appellant and city representatives from agreeing to a different procedure provided it is approved by resolution of the city council.

Section 3. That section 14-54 of Chapter 14 of the Code of the City of Wyoming, Michigan, entitled, "Hearing," is repealed.

Section 4. That sections 14-52, 14-53, 14-54 and 14-57 of Chapter 14 of the Code of the City of Wyoming, Michigan, are amended to read as follows:

Sec. 14-52. – Suspension and revocation.

A license, registration or permit issued by the city may be suspended or revoked for any of the following reasons:

- (1) Misrepresentation of any material fact on the application for obtaining such license, registration or permit.
- (2) Violation of any section of this chapter as it relates to the operation or business.
- (3) Violation of any state or federal statute or duly adopted federal, state or local rule and regulation as relates to the operation or business.
- (4) Failure to comply with an authorized requirement of any city official as relates to the operation or business.
- (5) Failure to perform any act or the performing of any act, either of which is contrary to or would endanger the public health, safety and welfare.

If a license is suspended or revoked, the city official who is suspending or revoking the license shall inform the licensee in writing as to the reasons for the suspension or revocation and its effective date. If there are conditions to be corrected, the notice shall inform the licensee of the needed corrections. The city official may lift such suspension if the city official finds that the conditions have been corrected. If the conditions cannot be corrected or if suitable time has been given for their correction and they have not been corrected the city official may revoke the license. A revocation shall not become effective until the time for an appeal to the city council under section 1-29 of this Code has expired or the city council has acted on the appeal.

Sec. 14-53. – Appeal of denial, suspension or revocation.

A person who has been denied a license, or whose license has been suspended or revoked, may appeal to the city council as provided in section 1-29 of this Code.

Sec. 14-117. - Issuance.

- (a) The city planning department shall approve the issuance of an adult business license to an applicant within 90 days after receipt of an application unless one or more of the following is determined to be true:
 - (1) An applicant is under 18 years of age;
 - (2) An applicant is overdue in payment to the city of taxes, fees, fines or penalties;
 - (3) An applicant has failed to provide information reasonably necessary for issuance of the license or has falsely answered a question or request for information on the application form;
 - (4) The premises to be used for the adult business have not been approved by the county health department, city fire department, building inspection department or planning department as being in compliance with applicable code provisions;
 - (5) The license fee required by this chapter has not been paid; or
 - (6) An applicant of the proposed establishment is in violation of or is not in compliance with any other provisions of this article.
- (b) The license, if granted, shall state on its face the name of the person to whom it is granted, the expiration date and the address of the adult business. The license shall be posted in a conspicuous place at or near the entrance to the adult business so that it may be easily read at any time.
- (c) A license issued pursuant to this chapter may be suspended or revoked for any of the following reasons.
 - (1) Misrepresentation of any material fact on the application for obtaining such license, registration or permit.

- (2) Violation of any section of this chapter as it relates to the operation or business.
- (3) Violation of any state or federal statute or duly adopted federal, state or local rule and regulation as relates to the operation or business.
- (4) Failure to comply with an authorized requirement of any city official as relates to the operation or business.
- (5) Failure to perform any act or the performing of any act, either of which is contrary to or would endanger the public health, safety and welfare.

If a license is suspended or revoked, the city official who is suspending or revoking the license shall inform the licensee in writing as to the reasons for the suspension or revocation and its effective date. If there are conditions to be corrected, the notice shall inform the licensee of the needed corrections. The city official may lift such suspension if the city official finds that the conditions have been corrected. If the conditions cannot be corrected or if suitable time has been given for their correction and they have not been corrected the city official may revoke the license. A revocation shall not become effective until the time for an appeal to the city council under section 1-29 of this Code has expired or the city council has acted on the appeal.

- (d) A person who has been denied a license, or whose license has been suspended or revoked, may appeal to the city council as provided in section 1-29 of this Code.

Section 5. That sections 15-7 and 15-8 of Chapter 15 of the Code of the City of Wyoming, Michigan, are amended to read as follows:

Sec. 15-7. - Review procedures.

Upon acceptance of the application by the city clerk, the submittal package shall be forwarded to the special event coordinator. The coordinator shall distribute pertinent information to the appropriate city departments for evaluation. The coordinator shall be a liaison between the applicant and respective city departments to align city services and required permits to best implement the proposed special event. Within 30 days of filing the application, the coordinator shall conclude the review and investigation and report the findings with a recommendation for approval including any conditions of operation, or denial, to the city manager or designee. If the permit is recommended for approval, applicant will be provided with an agreement by the special event coordinator addressing all requirements, fees, additional permits and expectations related to the special event. The permit may be denied if:

- (1) The applicant fails to comply with any or all requirements of this chapter, or with any or all conditions imposed, or with any other applicable provision of state or local law.
- (2) The applicant has knowingly made a false, misleading or fraudulent statement in the application or in any supporting documents.
- (3) For any other reason in the reasonable exercise of the city's discretion. Such reasons can include, but are not limited to: prior commitments of city services, schedule conflicts, facility capacities, prior performance of the applicant or his/her employees or agents, failure to follow city rules and regulations, lack of adequate city staff to provide support for the proposed special event, and for the protection of the city, city residents and event participants.

Appeals of denials may be made to the city council as provided in section 1-29 of this Code.

Sec. 15-8. - Revocation.

The special events coordinator may revoke a permit whenever the applicant, an employee or agent fails, neglects or refuses to fully comply with all provisions and requirements set forth in this chapter, any agreement entered into as part of the application process or with any other applicable provisions, regulations, ordinances, statutes or law. In the event the actions of the

applicant result in a danger to the health, safety and welfare of the citizens of the city or the patrons or participants of the special event, the special events coordinator may order an immediate revocation of the permit and require immediate cessation of all activities. Appeals of a revocation may be made to the city council as provided in section 1-29 of this Code.

Section 6. That section 22-38 of Chapter 22 of the Code of the City of Wyoming, Michigan, is amended to read as follows:

Sec. 22-38. - Denial, suspension or revocation; appeal.

After any denial, suspension or revocation, an applicant or permittee may file an appeal to the city council as provided in section 1-29 of this Code.

Section 7. That this ordinance shall take effect on _____, 2019.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 11-19

ORDINANCE NO. 12-19

ORDINANCE TO AMEND THE CITY CODE BY ADDING SECTION 66-23 TO
PROVIDE FOR SINGLE LOT SPECIAL ASSESSMENTS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 66 of the Code of the City of Wyoming, Michigan, is amended by adding Section 66-23 to read as follows:

Sec. 66-23. – Single lot special assessments.

This section provides the circumstances for levying a special assessment against a single lot or parcel of land and the procedure to be used in doing so. The authority and procedure provided by this section is in addition to and separate from the authority and procedure for special assessments levied under other sections of this chapter.

(a) A special assessment against a single lot or parcel of land may be imposed pursuant to this section when:

- (1) The city incurs an expense upon or in respect to any single lot or parcel of land that is chargeable against that premises or the owner of that lot or parcel under the City Charter, any provision of this Code or other ordinance, or state law;
- (2) The cost incurred by the city due to the labor, materials or services provided by or on behalf of the city either (i) relates to a benefit to or relief of a burden upon that lot or parcel or its owner or (ii) is otherwise not of a type suitable for assessing against several lots and parcels of land in a special assessment district;
- (3) The city provided the owner of the lot or parcel a written invoice for the expense by first class mail addressed to the owner's address on the city's latest property tax roll; and
- (4) The invoiced amount remains unpaid 30 days after the invoice was mailed.

(b) If the circumstances in subsection (a) occur, the city manager, the city finance director or city treasurer may certify that information to the city council and the city council may adopt a resolution of intent to assess the single lot or parcel of land for the expense together with the costs incurred to date to collect such amount. The resolution of intent shall:

- (1) State the amount of the assessment.
- (2) Identify the address and tax parcel number of the lot or parcel to be assessed.
- (3) State the number of equal installments of principal and the dates they are due, if the city council wishes to allow payments of the assessment in installments.
- (4) State the interest rate for interest on the unpaid balance and the date interest will begin to accrue.
- (5) State the date on which interest will begin to accrue.
- (6) Set the date for a public hearing on the proposed assessment.
- (7) Authorize and direct the city clerk to provide written notice of the public hearing to the owner of the property to be assessed by first class mail at least 10 days prior to the date of the public hearing which shall be addressed to the address of the property owner on the city's last property tax roll.

(c) The resolution adopted under subsection (b) shall constitute the proposed special assessment roll. Such a resolution may include one or more than one special assessments against one or more single lots or parcels.

(d) The city clerk shall send the notice as directed by the city council's resolution adopted under subsection (b).

(1) The notice shall state the date, time and place for the public hearing, include the address and parcel number of the property to be assessed, and provide a copy of the city council's resolution adopted pursuant to subsection (b).

(2) The notice shall also inform the property owner that the property owner or property owner's agent must either appear in person to protest the special assessment or protest by a letter delivered to the city clerk not later than the end of the public hearing or the assessment cannot be appealed to the Michigan Tax Tribunal.

(3) The notice shall also inform the property owner that any appeal of the assessment to the Michigan Tax Tribunal must be filed within 30 days of the confirmation of the special assessment.

(e) Following the public hearing, the City Council may adopt a resolution confirming the special assessment as detailed in the resolution adopted under subsection (b). The resolution confirming the special assessment may either repeat the terms of the special assessment including the amount of the special assessment, the address and parcel number of the property assessed, the owner of the property assessed according to the city's last property tax roll, the date on which interest will begin to accrue, the number and due dates for installments, and the interest rate, or it may incorporate a copy of the resolution adopted under subsection (b).

(f) Upon adoption of the resolution confirming the special assessment as provided in subsection (e), the special assessment shall constitute a lien upon the single lot or parcel of land assessed until paid in full and the special assessment shall be due, payable and collected in the same manner as other city special assessments.

Section 2. That this ordinance shall take effect on _____, 2019.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. 12-19

ORDINANCE NO. 13-19

ORDINANCE TO AMEND CHAPTER 90, ARTICLE 7, SECTION 90-709 OF THE CITY
CODE REGULATING OFF-PREMISES ADVERTISING SIGNS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 7, section 90-709 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-709 OFF-PREMISES ADVERTISING SIGNS

(1) Off-premises advertising signs shall be located on property abutting a freeway and shall not be placed beyond 300 feet of the freeway right-of-way. A 300-foot setback shall be required from the intersection of any freeway access or egress and the intersecting street.

(2) A drawing with specifications prepared and sealed by a registered engineer or architect of the state shall be filed with the city prior to the issuance and approval of a permit and construction.

(3) Off-premises advertising signs may be constructed to a maximum size of 672 square feet per face, provided they are located within 100 feet of a freeway right-of-way. Any off-premises advertising sign placed farther than 100 feet from the freeway right-of-way shall not exceed 300 square feet per face.

(4) Except as noted in section (8) below, no off-premises advertising sign structure shall be constructed closer than 750 feet to another off-premises advertising sign structure in any direction, except that no two off-premises advertising sign structures located on the same side of a freeway may be closer than 1,500 feet. Distances are to be measured along the freeway right-of-way line.

(5) Off-premises advertising signs shall not exceed the building height restrictions for the zone where erected.

(6) Off-premises advertising signs located adjacent to a major thoroughfare shall be at least 500 feet from any residential district.

(7) Tri-vision off-premises advertising signs are allowed, but message changes may occur no less than seven seconds apart.

(8) Off-premises advertising signs may incorporate an electronic message center (EMC), subject to the following:

(a) No permit shall be issued for an off-premise advertising sign structure utilizing digital technology unless, the permit applicant demonstrates that four non-conforming sign structures located within the city boundaries are demolished. The applicant will reduce the number of existing non-conforming signs demolished if the applicant demonstrates that three non-conforming sign structures located within the city's form based code districts are demolished.

(b) No off-premises LED advertising sign structure utilizing a moving image display shall be constructed closer than 2,500 feet to another off-premises LED advertising sign structure utilizing a moving image display and facing the same direction of travel.

(c) The entire sign face shall be a moving image display and shall only convey a single product or message at any one time.

(d) Except for the change from one display to the next, which shall be instantaneous, each individual sign display shall be stationary. No elements of the display may move, flash or scroll, except to change from one display to the next.

(e) Displays may change no less than seven seconds apart. Each change shall be a fade from one display to the next, with the duration of the transition (fade-out/fade-in) no less than one-half of a second.

(f) Maximum brightness of an EMC shall not exceed 0.2 foot candles above ambient light.

(g) All signs regulated under this section shall possess and utilize automatic dimming controls set to automatically adjust to the limits defined in this section.

(h) Owners of signs regulated under this section shall submit an initial third-party certification for each sign verifying the sign is equipped with a sensor or other device that automatically determines the ambient light and is programmed to automatically adjust according to ambient light conditions, and

that the sign is programmed to comply with the 0.2 footcandle measurements.

(i) Sign owners shall, at the city's request, provide a report from a third party testing agency documenting that the light emitted from the sign meets the minimum illumination standard defined in this section. The certified report shall be submitted within 15 days of the written request from the city. A certified report is valid for a period of 90 days. The third party testing agency shall adhere to the city's accepted procedures for testing which are provided by the Building Inspections Department.

(j) In addition to the above requirements, signs allowed under this section shall be configured to default to a static display in the event of mechanical failure.

Section 2. This ordinance shall take effect on _____, 2019.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 13-19

May 28, 2019

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendments to revise Off-Premises Advertising Signs (Section 90-709)

Recommendation: To approve the subject Zoning Ordinance amendment.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 21, 2019. A motion was made by Hegyi, supported by Smart, to recommend to the City Council adoption of the recommended revised *Off-Premises Advertising Signs (Section 90-709)* Zoning Ordinance text amendment. The motion passed unanimously following discussion. A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

The City of Wyoming allows off-premise advertising signs, also commonly referred to as billboards, in I-1 and I-2 districts on property abutting a freeway right-of-way. Staff was asked by City Council to perform a review of the ordinance in light of the growth of the use of digital technology. Following a lengthy and thorough review of state and federal statutes, other communities' ordinances, and discussion at multiple planning commission meetings, the following is recommended:

- Reduce the required distance between digital billboards from 4,000 feet to 2,500 feet;
- Create an exchange program that helps to encourage the removal of non-conforming signs while providing a means to utilize new digital technology along the freeway. The exchange program will require the removal of three non-conforming billboard structures in Form Based Code areas or four non-conforming billboard structures in all other zone districts for the installation of one digital head on a conforming structure along the highway; and
- Solidify a process for measuring the illuminance of digital signs in the event such action is required.



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

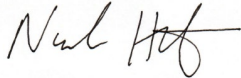
Jack A. Poll, Mayor

On May 28, 2019 staff held an educational meeting for all area billboard companies to ensure all were aware of the proposed zoning change. Representatives from Outfront Media, Grand Rapids Outdoor, Lamar Outdoor Advertising, and Adams Outdoor all attended.

Please note Grand Rapids Outdoor provided materials and requested that staff include these materials in the City Council packet.

The proposed text amendment and supportive material is attached.

Respectfully submitted,

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

Nicole Hofert, City Planner
Department of Community Services

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

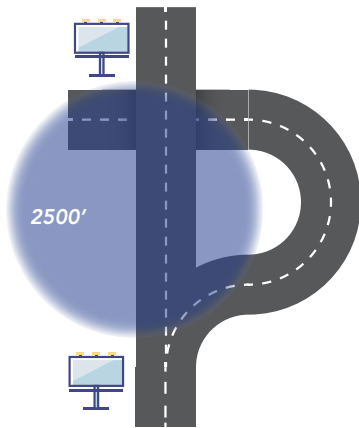
Proposed Distance Requirements Between Signs



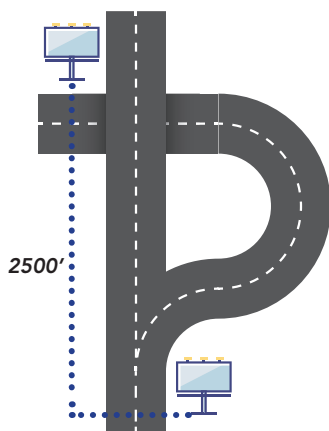
Digital Billboard



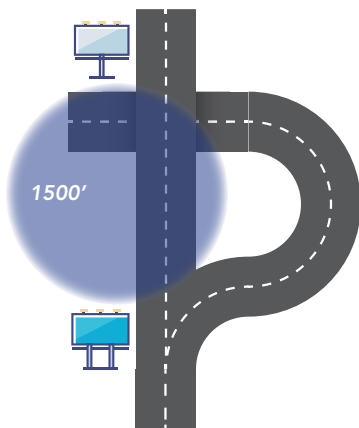
Static Billboard



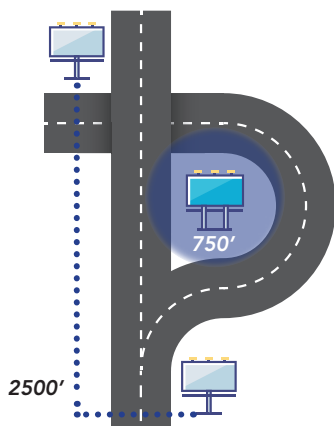
Digital billboards must be a minimum of 2500' apart when on the same side of the road



Digital billboards must be a minimum of 2500' apart when on opposite sides of the road and facing the same direction



A digital billboard must be a minimum of 1500' apart from a static billboard when on the same side of the road and facing the same direction



A static billboard must be a minimum of 750' apart from all other billboards in all directions when on the opposite side of the road facing a different direction

Procedure for measuring the illuminance of a EMC

Adopted from the International Sign Association

- a. Step 1: Use an illuminance meter. The illuminance meter must have the ability to provide a reading up to two decimal places and must be set to read footcandles. It is preferred to have an illuminance meter with a screw-mount that allows the sensor to be mounted on a tripod. A tripod ensures that the highly sensitive sensor is held perfectly still; otherwise it may be difficult to obtain an accurate reading.
- b. Step 2: Determine square footage of the face of the EMC by multiplying the height and the width of the EMC.
- c. Step 3: Determine the measurement distance. Using the total square footage found in Step 2, look up the measurement distance in *Table 1: Sign area versus measurement distance*, to determine the distance to measure the brightness of the EMC. The distance should be measured perpendicular to the EMC sign face. The use of a measuring wheel, laser finder or a smartphone app are the most convenient ways to measure the distance.
- d. Step 4: Prepare the display for testing. Ensure that the EMC is programmed to alternate between a solid white (or in the case of a monochrome display – the solid color of the display) message and a blank message.
- e. Step 5: Use an illuminance meter to measure the brightness of the EMC. Mount the sensor of your illuminance meter to a tripod and orient the sensor directly towards the face of the EMC at the measurement distance determined in Step 2. Ensure that the illuminance meter is set to measure footcandles up to two decimal places. As the display alternates between a solid white message and an “off” message, note the range of values on the illuminance meter. If the difference between the readings is less than 0.2 footcandles, then the brightness of the display is in compliance. If not, the display will need to be adjusted to a lower brightness level using the manufacturer’s recommended procedures.
- f. Step 6: Ensure that the display can adjust to different ambient conditions. Inspect the sign to ensure that it incorporates a photocell or other technology to ensure that the display can adjust according to ambient lighting conditions.

Table 1: Sign area versus measurement distance

AREA OF SIGN sq. ft.	MEASUREMENT (ft.)
10	32
15	39
20	45
25	50
30	55
35	59
40	63
45	67
50	71
55	74
60	77
65	81
70	84
75	87
80	89
85	92
90	95
95	97
100	100
110	105
120	110
130	114
140	118
150	122
160	126
170	130
180	134
190	138
200	141
220	148
240	155
260	161
280	167
300	173

* For signs with an area in square feet other than those specifically listed in the table (i.e., 12 sq ft, 400 sq ft, etc), the measurement distance may be calculated with the following formula: $\text{Measurement Distance} = \sqrt{\text{Area of Sign Sq. Ft.} \times 100}$

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING
PLANNING COMMISSION AT ITS REGULAR MEETING OF JUNE 18, 2019

PLANNING COMMISSION
MEETING MINUTES OF MAY 21, 2019
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

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

MEMBERS ABSENT: None

STAFF PRESENT: Rynbrandt, Director of Community Services
Hofert, City Planner
Rupert, City Building Inspection Supervisor
Singleton, Planning & Development Dept.

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

APPROVAL OF MINUTES

The minutes of April 16, 2019, were approved as written.

APPROVAL OF AGENDA

The agenda was approved as presented.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

Chris Myers, of Outfront Media, informed the Planning Commission and audience members that he was present for the discussion about the billboard ordinance and zoning text amendments (Agenda Item # 6 – Old Business) and indicated his support of the amendment of the freeway billboard ordinance to be converted to digital and eliminate non-conforming surface street billboards and the recommended MDOT distance separation of 1,750 ft. instead of the original recommendation of 2,500 ft. He also stated that they supported the original proposal of four billboards in Non-Form Based Code areas and two billboards in the Form Base Code area and thought that proposal was equitable and fair. Myers stated that the addition of a Trade-In program was fair and he was thankful that staff decided not to implement an annual certification requirement for billboards. He stated he would be available to answer any questions during the hearing of Agenda Item #6.

Stephen Disselkoen, of Grand Rapids Outdoor, informed the Planning Commission and audience of his general support for the billboard ordinance but stated he has a concern about the teardown ratio of billboards and the philosophy and number of billboards suggested for teardown being presented. He provided a document to staff and the commission that gave examples of the impact

of allowing higher ratios in other communities and the potential for revenue sharing opportunity for the City. Disselkoen stated that he is concerned how this proposed ordinance will impact options for smaller companies that have purchased billboards based upon the scarcity value and spacing of the signs which will be eliminated if reduced to the recommended MDOT standard of 1,750 ft.. Disselkoen recommended that the distance remain at 4,000 ft. and a higher trade in ratio like other municipalities nationwide are doing should be implemented potentially with a revenue sharing option.

Public Hearing was closed at 7:06 pm

AGENDA ITEM NO. 1

Request for vacation of an alley south of 39th Street and west of Division Avenue adjacent to 3945 S. Division Avenue. (Section 24) (Wyoming Engineering)

Hofert explained that the owner of 3945 Division Avenue requested the vacation of the alley adjacent to his parcel. The alley is completely surrounded by property owned by the same entity. Hofert stated that the applicant requested to vacate the alley so it will not bisect his property and improve the redevelopment potential of the site.

Hofert explained the benefits and impact of this request in the following:

- Alley vacations have no impact on the environmental quality of Wyoming.
- Alley vacations have no impact on social equity in Wyoming.
- Vacation of the alley will reduce the maintenance responsibility of the City and allow the surrounding parcels to have more land to potentially redevelop.

Hofert stated that it is in the best interest of Wyoming to vacate the alley and be relieved of the maintenance responsibility and recommends that the Planning Commission recommend to City Council that the City vacate the alley south of 39th Street and west of Division Avenue.

Public Hearing was opened at 7:08 pm

Public Hearing was closed at 7:09 pm

Motion by Arnoys and supported by Weller, to recommend that the City vacate the alley south of 39th Street and west of Division Avenue. No discussion followed

A vote on the motion carried unanimously.

AGENDA ITEM NO. 2

Request for Special Use Approval for a community center for Lighthouse Community Ministries. The property is located at 3500 Byron center Ave. (Includes Site Plan Approval) (Section 15) (Calvary Christian Reformed Church)

towers can be installed and that the Act 365 and the FCC ruling restricted where the municipalities could limit where the towers could be installed.

Micele inquired about what defines a small cell tower from a large cell tower. Rynbrandt stated that there is a distinct difference between a large tower and small tower and can be identified based upon their locations. Rynbrandt stated that small towers are affixed to poles or signs throughout residential neighborhoods and large towers stand independent.

Goodheart inquired if there were any setback requirements. Hofert replied that there are no setback limits.

Motion passed 7 to 2, with Hegyi and Bueche

AGENDA ITEM NO. 5

Request for Rezone from R-1 to R-2 for Greens of Wyoming. The property is located at 1207 56th Street SW. (Section 35) (Westview Capital, LLC).

Public Hearing opened at 7:24 pm (will remain open until the June meeting)

Chair Spencer explained that Agenda item #5 will be deferred until the June meeting due to the applicants request for a deferral until the next Planning Commission meeting. Since the rezone request was noticed correctly prior to the applicants request for a deferral, comments will be allowed today as well as at the next meeting.

A motion by Micele and supported by Smart to defer the request for Rezone from R-1 to R-2 for Greens of Wyoming to the next scheduled meeting. No discussion followed.

Motion passed unanimously.

AGENDA ITEM NO. 6

Request to approve proposed Zoning Ordinance Text Amendments to revise Off-Premises Advertising Signs (Section 90-709). ***(Public Hearing was held on March 19, 2019 – public comments on this item will only be accepted during the ‘Public Comment on Non-Public Hearing Agenda Items’)***

Hofert provided an overview and general history of this request to the Planning Commission. The City of Wyoming allows off-premise advertising signs, also commonly referred to as billboards, in I-1 and I-2 districts on property abutting a freeway right-of-way. Staff was asked to perform a review of the ordinance in light of the growth of the use of digital technology. Following an extensive review by the Community Services project team which included Rebecca Rynbrandt, Dave Rupert, Nicole Hofert, Bob Hoekwater, Ashley Dent, and Scott Smith, staff is recommending that the City amend the sign ordinance to allow the replacement of static billboard structures with digital structures and/or heads as long as certain conditions and requirements are met. The recommended changes include the formation of an exchange program that helps to encourage the removal of non-conforming signs while providing a means to utilize new digital technology along the freeway. Recommended restrictions included the following:

- Districts billboards are allowed in;
- The distances between signs;
- Light emissions; and
- The time a single message may be displayed and the time allowed between two different messages.

Planning Commission held a public hearing on this agenda item at its March 19th meeting. Planning Commission deferred action on this item until more information could be provided on the following:

- Effect of revising recommended distance requirement from 1,750 ft. between digital billboards to 2,500 ft. between digital billboards.
- Amending the trade in program to require more billboards be surrendered in Form Based Code areas.
- Nits vs. Foot candles

At the April 16th meeting, staff brought in an engineering consultant, Eric DeVries of E³M Solutions, to address questions related to light emissions, measurement standards, and Nits vs. Foot candles. Following that presentation, Planning Commissioners indicated to staff that a revised text amendment should include:

- A required distance between digital billboards of 2,500 feet
- Require three non-conforming signs in FBC areas to be surrendered for the conversion to a digital head on a conforming sign structure
- Remove the annual certification requirement
- Add language that solidifies the process for measuring the illuminance of digital signs in the event such action is required

Hofert stated that it is staff's recommendation for the Planning Commission to recommend the propose text amendment to City Council for adoption.

A motion by Hegyi and supported by Smart to approve proposed Zoning Ordinance Text Amendments to revise Off-Premises Advertising Signs (Section 90-709).

Weller inquired about word choice in Section 8(a) on the proposed Ordinance. He wondered if "will" was more appropriate. Hofert stated that staff will make the change in Section 8(a) to take out the word "may" and replace it with the word "will".

Hofert also made a point of clarification to correct her statement of the use of Nits during her presentation since the proposed ordinance uses Foot Candles as the measuring tool.

DeLange stated that he was not fond of digital boards but felt that the Planning Commission did their due diligence to ensure that this ordinance was fair and that staff reviewed and researched this proposal in depth.

Micele inquired about the three different billboard distance options and wanted clarification on trade in program with the usage of the 2,500 ft. option for removal of signs. Hofert stated that three Non-conforming billboards in Form Based Code and four in all other districts will be

established as the trade in program. Micele inquired about the current distance of freeway billboards. Hofert stated that currently billboards are 4,000 ft. apart with no trade-in program established. DeLange felt the revised trade in program in Form Based Code that requires three billboards to be removed is an improvement over the original recommendation.

Hegyi inquired if companies would have to take down three billboard structures to put up a new digital billboard head on an existing structure. Hofert stated that this was correct. A billboard company will need to take down three structures in a Form Based Code area and four billboard structures in all other areas. Hegyi inquired if companies could take down billboards in both Form Based Code and other areas. Rupert stated that if a request like this takes place, staff would then work on a recommendation to be submitted to the Zoning Board of Appeals for review.

Goodheart inquired about the amended ordinance and requested clarification on the section regarding the language used requiring a permit prior to construction. Hofert stated that staff would add the words “issuance” and “approval” to this section of the ordinance.

Motion passed unanimously.

PUBLIC COMMENT

Chair Spencer informed the Planning Commission and staff that she was recently contacted via phone call by a developer that has pending proposals before the Planning Commission body and they asked if they could have a conversation with her. Chair Spencer stated that she informed the developer that this was not appropriate based upon her knowledge received from the “Open Meetings Act” training. Rynbrandt stated that any applicant or any future applicant should be referred to staff if they have any inquiries or concerns.

There was no public comment.

ADJOURNMENT

The meeting was adjourned at 7:35 P.M.

William Hegyi, Secretary
Wyoming Planning Commission

Darrell Singleton II
Planning & Development Dept.

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING
PLANNING COMMISSION AT ITS REGULAR MEETING OF MAY 21, 2019

PLANNING COMMISSION
MEETING MINUTES OF APRIL 16, 2019
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

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

MEMBERS ABSENT: None

STAFF PRESENT: Rynbrandt, Director of Community Services
Hofert, City Planner
Rupert, City Building Inspection Supervisor
Singleton, Planning & Development Dept.

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

APPROVAL OF MINUTES

The minutes of March 19, 2019, were approved as written.

APPROVAL OF AGENDA

The agenda was approved as presented.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

Chris Myers, of Outfront Media, informed the Planning Commission and audience members that he was present for the discussion about the billboard ordinance (Agenda Item # 5 – Old Business) and would be available to answer any questions.

AGENDA ITEM NO. 1

Request for Special Use and Site Plan Approval for Consumers Credit Union. The property is located at 5414 & 5432 Haughey Avenue SW & 212 54th Street SW.
(Section - 36) (Consumers Credit Union)

Hofert described the location, existing land use and current zoning around the area. Hofert also explained that the developers had submitted a Special Use and site plan approval request for vacant parcels on the south side of 54th Street SW. The proposed site plan is for the development of a credit union with a drive-thru use (requires Special Use approval). The properties were previously rezoned from residential to RO-1. The intent was to create an office/light commercial corridor on the south side of 54th Street SW that would serve as a buffer

Smart stated that although there were 14 conditions he felt many were simple and could be easily corrected. He felt confident that staff would ensure the conditions are addressed and implemented.

Weller stated he felt the same as Smart and identified that the items noted are different on every plan and he felt most of the items stated in the conditions were addressed.

Hegyí withdrew his motion to defer.

Motion by Weller, supported by Hegyí, to grant Site Plan Approval for Metro Health Village 5 Unit 54 per the Staff's Findings of Fact that the proposed site plan meets the site plan standards of Section 90-505 subject to compliance with Conditions 1-14. Discussion followed.

Motion passed 8 to 1, with Bueche opposed.

AGENDA ITEM NO. 5

Request to approve proposed Zoning Ordinance Text Amendments to revise Off Premises Advertising Signs (Section 90-709). ***(Public Hearing was held on March 19, 2019 – public comments on this item will only be accepted during the 'Public Comment on Non-Public Hearing Agenda Items')***

Hofert described the Planning Commission's request to defer action on this item until more information could be provided on the following:

- Effect of revising recommended distance requirement from 1,750 ft. between digital billboards to 2,500 ft. between digital billboards.
- Amending the trade in program to require more billboards to be surrendered in Form Based Code areas.
- Nits vs. Foot candles

Hofert explained that staff prepared some additional maps to present that address the questions and concerns previously raised by the Commissioners. Additionally, a lighting engineer has been contracted to provide a presentation during the meeting to answer questions related to light emissions, measurement standards, and Nits vs. Foot Candles.

Hofert informed the Commission that the City of Wyoming allows off-premise advertising signs, also commonly referred to as billboards, in I-1 and I-2 districts on property abutting a freeway right-of-way. Staff was asked to review the ordinance in light of the growth of the use of digital technology.

Hofert informed the Commission that an extensive review was completed by the Community Services project team which included Rebecca Rynbrandt, Dave Rupert, Nicole Hofert, Bob Hoekwater, Ashley Dent, and Scott Smith. The recommendation from this review was that the

City amend the sign ordinance to allow the replacement of static billboard structures with digital structures and/or heads as long as certain conditions and requirements are met. The recommended changes included the formation of an exchange program that helps to encourage the removal of non-conforming signs while providing a means to utilize new digital technology along the freeway. Recommended restrictions include the following:

- Districts billboards are allowed in;
- The distances between signs;
- Light emissions; and
- The time a single message may be displayed and the time allowed between two different messages.

Hofert offered examples of the Form Based Code exchange program. There are a total of 16 billboards in Form Based Code areas.

Hofert reminded the Commission of the proposed distance requirements. The distance of digital billboards would be a minimum of 1,750 ft. apart from when on the same side of the road and 1,750 ft. apart when on opposite sides of the road facing the same direction. Digital Billboard must be a minimum of 1,500 ft. apart from a static billboard when on the same side of the road and facing the same direction. The static billboard must be 750 apart from all other billboards in all directions when on the opposite side of the road facing a different direction.

Hofert then briefly highlighted the proposed trade in program. The proposed trade-in program for non-Form Based Code areas is four non-conforming structures can be traded in for one digital head on a conforming structure. In Form Based Code areas two non-conforming structures can be traded in for one digital head on a conforming structure. Staff also presented the option of trading in three non-conforming structures in Form-Based Code areas for one digital head on a conforming structure.

Hofert stated that staff is recommending that sign lighting be measured in foot candles and limited to .2 foot candles above ambient light. Staff is also recommending an annual certification program.

Hofert invited Eric DeVries, President of E3M Solutions, to provide an overview of Digital versus Static billboards, standard practices found in other jurisdictions and recommended best practices by engineering professionals. DeVries stated that the number one concern of digital signs is brightness. DeVries explained the definitions of Luminance (*how much light is given off*) and Illuminance (*How light affects an area*). DeVries outlined the difference between measuring in Nits versus Foot Candles. He explained that luminance should be measured in Nits which consisted of a very detailed measuring process measuring 1 degree off of a perfectly parallel sign. Illuminance should be measured in Foot Candles which is simpler to operate measuring the effect of light in the area and is easier to check and enforce.

DeVries also explained the financial expense between both measuring tools stating that a Nit meter ranges from \$2,500 to \$10,000 and a Foot Candle Meter ranges from \$80 to \$150. He provided examples of projects that used the different light measuring tools and found that most communities are moving towards using the Foot Candle meter. DeVries stated that jurisdictions switching from Nit to Foot Candle measuring tools implement dimming requirements and three optional methods of automatic controls:

- Manual Control (Generally not accepted)
- Scheduled Control (Some jurisdictions)
- Photo Cell Control (Preferred method)

The currently recommended measurement requirement by staff is .2ft candles above ambient light; the National average ranges from .2 ft. to .4 ft. candles above ambient light. DeVries gave the Commission descriptions of illumination limits which describe the difference between the off and solid message as defined by measurement criteria that shall not exceed .3 foot-candles at night and dimming capabilities that permit signs to be equipped with a sensor or other device that automatically determines the ambient illumination and can be programmed to dim according to conditions automatically, or that can be adjusted to comply with the .3 foot-candle measurements. DeVries also explained the six steps of measurement criteria:

- Illuminance Meter capable of 0.00 decimal places
- Determine Sign square footage
- Determine Measurement distance
- Position Meter (5ft above ground)
- Measure Illuminance
- Ensure Auto Ambient adjustment

DeLange inquired if the proposed ordinance allows signs to be brighter than or similar to what the current ordinance allows. The current ordinance measures in nits, the proposed would measure in foot candles. DeVries stated that this is a challenging question to answer, but it will appear similar or slightly dimmer.

Micele inquired about energy conservation. DeVries stated that based upon the auto-dimming the signs will require LED lighting and will align with current Michigan energy code.

Arnoys inquired about what kind of time demand does this place on staff. DeVries stated that the biggest concern about the time is the best time to take the measurement which is at night and may place restraints on staff and certification requirements for individuals inspecting the sign. Hofert stated that staff would not be doing the certification inspection and that billboard companies would have to obtain that through a certified third-party agency. Hofert reiterated DeVries's comments about ensuring that if requirements are implemented, they are clear, specific and consistent.

DeVries gave examples of how variances in the process in which the sign is measured can create a gray area and referenced the Illumination Society of North America and other supporting code language based upon State Code. Rupert stated that the code language referenced already exists in the City of Wyoming's current code which was based on the State Code for billboards.

Micele inquired if we would need to increase the illumination of signs if particular artwork on billboards appears darker based upon colors used. DeVries stated this would be based upon the illuminance of the .2 ft. candles and how much light comes off the sign and is subject to the individual's perception of the sign and is very difficult to measure.

Weller inquired if any municipalities charge a licensing fee to generate income to offset expenses generated when ensuring lighting compliance. DeVries stated that he did not know and only focused on the compliance aspect of billboards. Rynbrandt stated that the City has no intention to impose a license fee for certification of signs.

Chair Spencer inquired about the annual certification requirement of billboard companies and how the City of Wyoming would enforce compliance based upon a complaint outside of the annual certification. Hofert stated that if a complaint were submitted to the City, the City would notify the billboard company to provide third-party certification that their sign complies with the standard.

Arnoys commented about the frequency of certification. Hofert referred the Commission to (G) in the proposed ordinance. Arnoys inquired if this is something the City would require annually for billboard companies and if it is necessary. Rupert stated that the City currently only requires a permit for the installation of the sign and if the certification process is adopted the City would require billboard companies to have annual certifications and be in compliance with the State. If a complaint is submitted the City would require new third-party certification.

Smart stated that he feels that annual certification is overkill since certification will be required at installation request and if complaints are submitted about the billboard. Rupert reiterated that it is a State requirement for billboard companies to certify billboards annually and believes that this will help ensure additional controls of billboards.

Spencer inquired if in the City's conversations with the State there was any indication of impending changes to the State's requirements. Rupert stated that he could not speak to what the State may change in the future.

DeVries referenced complaint requirements for third-party verification in other jurisdictions stating that they provide a limitation to certification which will not require the billboard company to obtain a new third-party certification based upon the established certification time frame.

Goodheart stated that he doesn't feel revenue has to be generated unless there is a problem where there are numerous complaints on the same billboard and feels that foot candles would be the best option and inquired how we can ensure requirements are in place after third-party certification has taken place. DeVries stated that rotating messages would be monitored based upon the timing of the message and also stated that a certification requirement for the tester is implemented.

Smart stated that there is no benefit to the sign companies to put up too bright of signs that would illicit complaints. He felt this would keep companies in compliance. Rybrandt commented on the previous conversation about policy on internal and external certification. Rynbrandt explained that there is a State law that only allows fees to be assessed on billboard compliance based upon capturing direct cost only on reasonable overhead and that the Commission should only be concerned with their policy recommendation to submit to Council.

Hegy expressed concern that competing billboard companies or residents may abuse the complaint system and stated he does not favor the recommended annual certification process.

DeLange stated that the more significant impact should be the distance identifying 1,750 ft. versus 2,500 ft. and how many digital signs would the City of Wyoming want. He supports the ordinance at 2,500ft..

Weller inquired about which ordinance would give the City of Wyoming the most leverage to remove other signs and stated that he prefers the 2,500 ft. distance requirement.

Goodheart questioned the differences between the proposed ordinance and the current ordinance. Hofert replied that staff could provide a strike-out version at the next meeting if the item is deferred.

Staff asked for guidance on what the Commissioners' believe to be the most important issues to be addressed in the proposed ordinance.

Spencer took a vote via hands to determine which distance requirement should be implemented. The vote was unanimous for the 2,500 ft. requirement.

Spencer took a vote via hands for the annual certification. The vote was 2 out of 7 against the yearly certification requirements for billboards.

Arnoys recommended that a five-year certification should be implemented to ensure compliance.

Spencer stated if billboard companies are out of compliance regularly, then there should be language in the ordinance requiring additional or stricter compliance.

Hofert inquired if the Commission preferred the revised trade in recommendation of 3 non-conforming structures in a Form Based Code area for one digital head on a conforming structure.

The Commission recommended that the 3 for 1 in Form Based Code areas requirement should be implemented.

A motion by Hegyi, supported by Micele to defer the request to approve proposed Zoning Ordinance Text Amendments to revise Off Premises Advertising Signs (Section 90-709).

PUBLIC COMMENT

There was no public comment.

Micele inquired about the unit located near Burlingame and wondered if the owner was still living there and if it was vacant. Rupert stated that the owner lives out of State and comes in town to do work on the home throughout the year.

Micele inquired about construction on the vacant site adjacent the Fire Station on Gezon Parkway. Hofert stated that a Credit Union would be built at this location.

Summary: The most likely result of this billboard exchange program is the removal of a handful of non-conforming structures (not the 45+ we believe Wyoming is hoping for). Our suggestions below explain how you can increase the number of non-conforming structures removed. We respectfully request this matter be sent back to the planning commission for further consideration.

Rationale: The non-conforming structures that are eligible for tear down are largely owned by one national sign company, Outfront Media. Wyoming staff estimated that 10-15 existing structures could be converted to digital. If these 10-15 structures are double sided, that's 20-30 new digital billboard faces, each with 8 rotating advertising faces, creating 240 new advertising spots to sell in Wyoming. Even if Wyoming is fine with that, the math doesn't work...

We do not believe that one company (Outfront) wants 20-30 additional digital faces in Wyoming alone as it would rival the total number of digital billboards they currently have across all West Michigan cumulatively. No matter what the exchange ratio is (high or low), we suspect Outfront will build only a handful of digital locations, and then Wyoming will forever lose its leverage to get numerous signs out of non-conforming form code areas. Now is the time for Wyoming to require a higher number of exchange structures to build new double-sided digital boards. Bear in mind, the signs being exchanged will likely be 3 single-sided 10x22 signs (660ft of ad space) for each 2-sided 14x48 digital board (16 faces for sale (8 per side), each at 672ft, totaling 10,752ft in ad space). The trade is 660ft for 10,752ft. Wyoming can ask for more than 3 structures in trade if desired and it'll still be more than fair for all parties.

It also makes sense that Outfront will build its best digital locations first (the most visible with the highest car count). Then, the conversions will cease, resulting in very few non-conforming takedowns in Wyoming. There are not many seeking after this exchange opportunity because Outfront has almost all the non-conforming inventory; once they get the digitals they want, the remaining non-conforming signs are there to stay.

Suggestion: We believe a sign company will tear down/exchange more structures for their first few digitals. Thus, a staggered exchange rate approach would ensure a fair number of overall exchanges actually take place. (This assumes that Wyoming desires to see as many non-conforming billboards removed as possible for the permitting of new digital billboards.)

- Remove 15 non-conforming structures each for the first two 14x48 digital structures
- Remove 7 non-conforming structures each for the next two 14x48 digital structures
- Subsequent 14x48 digital faces (4+) will only need 3 non-conforming poles removed in form zones and 4 in other business zones.
- Allow 10x30 digital billboards at a smaller ratio immediately, perhaps the proposed 3:1 ratio.
- This way, if only a few new jumbo 14x48 digital signs are ever built, more non-conforming structures will come down sooner and faster. If 10x30s are built at a smaller exchange ratio, at least we won't have more jumbo digital boards now much closer together than before (if the spacing is lowered from 4,000ft). Then sign companies have options & Wyoming wins either way.

Wyoming Staff had mentioned that Wyoming was tough on billboard spacing. We very respectfully disagree. Wyoming is pretty pro-billboard. Many surrounding cities (like Grand Rapids, Ada, and Cascade) do not permit digital billboards at all. Your neighbor, Byron Township, only allows 10'6x36' signs in their digital exchange program (roughly ½ the size you are considering). We believe Hudsonville and Grandville allow 10x30 digital billboards (300 square feet) whereas Wyoming is considering 15-20 new jumbo 14x48 digital faces (each at 672 square feet x 2 sides = 1,344ft). Wyoming is already being so generous; is the goal of the amendment to have more digital billboards at the maximum state-allowable size (14x48), all closer together with a lowered spacing requirement? If that's the goal, how does that benefit your constituents?

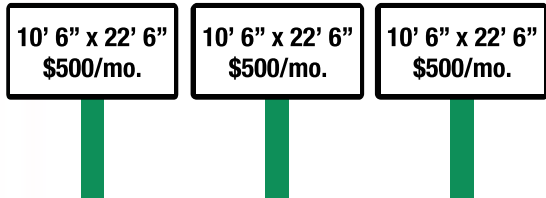
Suggestion: Don't reduce spacing from 4,000 to 1,500 or even 2,500 linear feet right out of the gate; rather, consider 3,000 or 3,500 foot spacing. Also, if you are going to reduce the spacing, then why permit jumbo 14x48 digital billboards instead of 10x30 or 10'6x36 digital signs like many of your surrounding municipalities? Does Wyoming want more digital signs, all closer together? If allowed, is the trade worth it "as written?" Consider 10x30 signs if smaller spacing, or much larger spacing for 14x48.

Wyoming Removal and Upgrading of Billboards

The point of this document is to show that Wyoming has a lot of leverage to require an increase of teardowns required to qualify for an upgraded digital billboard pole.

REMOVAL:

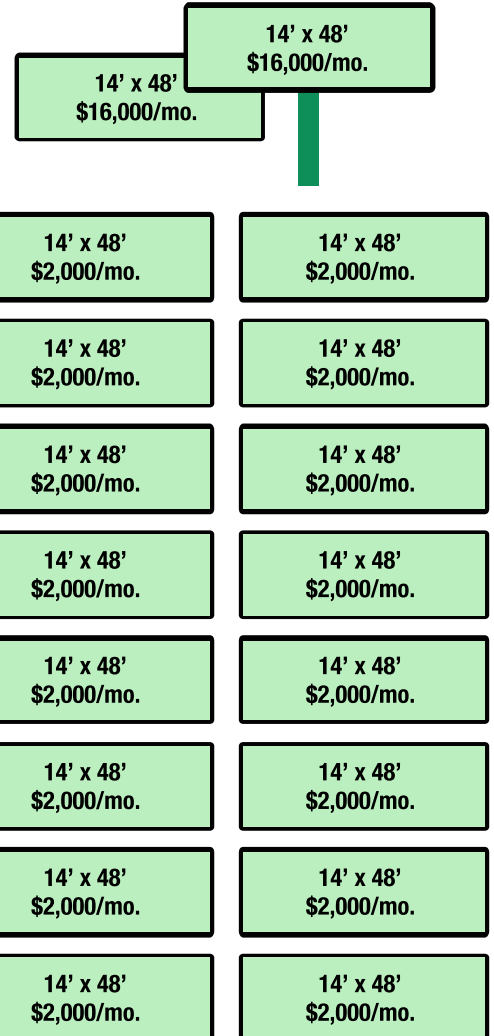
If a sign company demolishes 3 single faced poster poles in form based codes they will be forfeiting approx. \$500/mo. per face (or \$1,500 total) in monthly revenue.



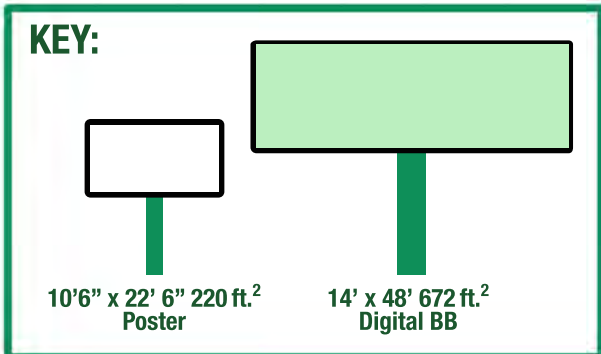
In exchange the sign company will receive...

UPGRADED INVENTORY:

One digital billboard pole (double sided). This will result in 16 new rentable spots which is approx. \$32,000 in monthly revenue.



Total square footage approx. 719
Total monthly revenue approx. \$1,500



Total square footage approx. 10,752
Total monthly revenue approx. \$32,000

ORDINANCE NO. 14-19

ORDINANCE TO AMEND CHAPTER 90, ARTICLE 3, SECTION 90-329 OF THE CITY
CODE ADDRESSING STANDARDS FOR RADIO, TELEVISION, MICROWAVE AND
WIRELESS TELECOMMUNICATIONS TOWERS AND FACILITIES

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 3, section 90-329 of the Code of Ordinances of the City of Wyoming, Michigan, is amended to read as follows:

Sec. 90-329 – STANDARDS FOR RADIO, TELEVISION, MICROWAVE OR WIRELESS
TELECOMMUNICATIONS TOWERS AND FACILITIES.

(1) *Compatibility with other law.* Regardless of any other provision in this Chapter 90, special use or other approvals or permits are required for radio, television, microwave or wireless telecommunications towers and facilities under this Chapter 90 only to the extent such requirements are not preempted by federal or state laws, rules, regulations or agency decisions or orders. All provisions of this section and any other provisions in this Chapter 90 requiring such approvals or permits and establishing the procedures or fees for such approvals or permits shall, to the extent possible, be interpreted in harmony with all applicable federal and state laws, rules, regulations and agency decisions and orders. Where unavoidable conflicts exist, the provisions of this Chapter that conflict with any applicable federal and state law, rule, regulation or agency decision or order shall be interpreted to be of no effect and any remaining provisions of this Chapter that do not conflict shall be applied without the conflicting provisions.

(2) *Non-exempt telecommunications facilities.* Except for those wireless telecommunications structures, towers and other facilities defined and addressed in subsection (3) and except as otherwise may be preempted by federal laws, rules, regulations, or agency orders, standards for issuing special use permits for radio, television, microwave or wireless communication towers shall be as follows:

(A) *Information required.* In addition to any information required for applications for special use permits pursuant to this section, and subsection 90-304, applicants for a special use permit for towers, structures or other facilities shall submit the following information:

- (1) A scaled site plan clearly indicating the location, type and height of the proposed facility, on-site land uses and zoning, adjacent land uses and zoning (including when adjacent to other municipalities), adjacent roadways, proposed means of access, setbacks from property lines, elevation drawings of the proposed facility and any other structures, topography, parking and other information deemed to be necessary to assess compliance with this ordinance.
- (2) Legal description of the parcel.
- (3) A landscape plan showing specific landscape materials.
- (4) Method of fencing and finished color and, if applicable, the method of camouflage and illumination.
- (5) A sworn statement by the applicant as to whether construction of the facility will accommodate location of additional antennas for future users.
- (6) A description of the suitability of the use of existing towers, other structures or alternative technology not requiring the use of towers or structures for the services to be provided through the use of the proposed new tower.

(7) A description of the feasible locations(s) of future towers or antennas within the City, based upon existing physical, engineering, technological or geographical limitations in the event the proposed tower is erected.

(B) *Factors considered in granting special use permits for towers.* In addition to any standards for consideration of special use permit applications in this Code, the Planning Commission shall consider the following factors in determining whether to issue a special use permit. The Planning Commission may waive or reduce the burden on the applicant of one or more of these criteria if the Planning Commission concludes that the goals of this subsection are better served thereby:

- (1) Height of the proposed tower;
- (2) Proximity of the tower to residential structures and residential district boundaries;
- (3) Nature of uses on adjacent and nearby properties;
- (4) Surrounding topography;
- (5) Surrounding tree coverage and foliage;
- (6) Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness;
- (7) Proposed ingress and egress;
- (8) Availability of suitable existing towers, other structures, or alternative technologies not requiring the use of facilities or structures.

(C) *Availability of suitable existing towers, other structures or alternative technology.* A new tower will not be permitted unless the applicant demonstrates to the reasonable satisfaction of the Planning Commission that no existing tower, structure or alternative technology that does not require the use of towers or structures can accommodate the applicant's proposed antenna. An applicant shall submit information requested by the planning commission related to the availability of suitable existing towers, other structures or alternative technology. Evidence submitted to demonstrate that no existing tower, structure or alternative technology can reasonably accommodate the applicant's proposed antenna may consist of any of the following:

- (1) No existing towers or structures are located within the geographic area which meet applicant's engineering requirements.
- (2) Existing towers or structures are not of sufficient height to meet applicant's engineering requirements.
- (3) Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.
- (4) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing facilities or structures, or the antenna on the existing facilities or structures would cause interference with the applicant's proposed antenna.
- (5) The fees, costs, or contractual provision required by the owner in order to share an existing tower or structure or to adapt an existing facility or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.
- (6) The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.
- (7) The applicant demonstrates that an alternative technology that does not require the use of towers or structures (*e.g.* a cable microcell network using multiple low-powered transmitters/receivers attached to a wireline system) is unsuitable. Costs of alternative technology that exceed new tower or antenna development shall not be presumed to render the technology unsuitable.

(3) *Small cell facilities.* Small cell wireless facilities and related structures and facilities as defined in this subsection (3) are subject to the following:

(A) *General.*

(1) The co-location of a small cell wireless facility and associated support structure within a ROW is not subject to zoning reviews or approvals under this Chapter to the extent exempt from such reviews under Act 365. In such case, a utility pole in the ROW may not exceed 40 feet above ground level without special land use approval and a small cell wireless facility in the ROW shall not extend more than 5 feet above a utility pole or wireless support structure on which the small cell wireless facility is co-located.

(2) Co-location of a small cell wireless facility or installation of an associated support structure shall require that the wireless provider apply for and obtain a permit from the City consistent with this Chapter and other provisions of the City Code.

(3) Small cell wireless facilities and associated support structures not exempt from zoning reviews are only permitted in accordance with the provisions of this Chapter and Act 365, and upon application for and receipt from the City of a permit consistent with this Chapter and other provisions of the City Code.

(B) *Definitions.* The following definitions apply to this subsection (3). Words and phrases not defined below will, to the extent they are defined in Act 365, have the meanings provided in Act 365.

(1) *Act 365* means the Small Wireless Communications Facilities Deployment Act, 2018 PA 365, MCL 460.1301 *et seq.*

(2) *ADA* means the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC §12101 *et seq.*, and similar federal, state, or local standards regarding pedestrian access or movement.

(3) *Co-locate* means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole. "Co-location" has a corresponding meaning. Co-locate does not include make-ready work or the installation of a new utility pole or new wireless support structure.

(4) *MZEA* means the Michigan Zoning Enabling Act, 2006 PA 110, MCL 125.3101 *et seq.*

(5) *Public right-of-way* or *ROW* means the area within, on, below, or above a public roadway, highway, street, alley, bridge, sidewalk, or utility easement dedicated for compatible uses. Public right-of-way does not include any of the following:

(a) A private right-of-way.

(b) A limited access highway.

(c) Land owned or controlled by a railroad as defined in section 109 of the Railroad Code of 1993, 1993 PA 354, MCL 462.109.

(d) Railroad infrastructure.

(6) *Small cell wireless facility* means a wireless facility that meets both of the following requirements:

(a) Each antenna is located inside an enclosure of not more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements would fit within an imaginary enclosure of not more than 6 cubic feet.

(b) All other wireless equipment associated with the facility is cumulatively not more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters,

concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

(7) *Utility pole* means a pole or similar structure that is or may be used in whole or in part for cable or wireline communications service, electric distribution, lighting, traffic control, signage, or a similar function, or a pole or similar structure that meets the height requirements in section 13(5) of the Act and is designed to support small cell wireless facilities. Utility pole does not include a sign pole less than 15 feet in height above ground.

(8) *Wireless facility* means equipment at a fixed location that enables provision of wireless services between user equipment and a communications network, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes a small cell wireless facility. Wireless facility does not include any of the following:

(a) The structure or improvements on, under, or within which the equipment is co-located.

(b) A wireline backhaul facility.

(c) Coaxial or fiber-optic cable that is between utility poles or wireless support structures or otherwise is not immediately adjacent to or directly associated with a particular antenna.

(9) *Wireless infrastructure provider* means any person, including a person authorized to provide telecommunications services in this state but not including a wireless services provider, who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures and who, when filing an application with the city under this article, provides written authorization to perform the work on behalf of a wireless services provider.

(10) *Wireless provider* means a wireless infrastructure provider or a wireless services provider. Wireless provider does not include an investor-owned utility whose rates are regulated by the MPSC.

(11) *Wireless services* means any services, provided using permitted or unpermitted spectrum, including the use of Wi-Fi, whether at a fixed location or mobile.

(12) *Wireless services provider* means a person that provides wireless services.

(13) *Wireless support structure* means a freestanding structure designed to support or capable of supporting small cell wireless facilities. Wireless support structure does not include a utility pole.

(C) *Wireless communications equipment*. Regardless of any other provision of this Chapter, wireless communication equipment (but not a wireless communication support structure) is a permitted use and allowed in all zoning districts. Wireless communication equipment does not have to be related to the principal use of the site. Wireless communications equipment is not subject to zoning review and approval if all of the following requirements are met:

(1) The wireless communications equipment will be co-located on an existing wireless communications support structure or in an existing equipment compound.

(2) The existing wireless communications support structure or existing equipment compound is in compliance with this Chapter or was approved in accordance with this Chapter, any applicable portions of the Construction Code, and Chapter 77, Article V, of the City Code.

- (3) The proposed collocation will not do any of the following:
- (a) Increase the overall height of the wireless communications support structure by more than 20 feet or 10% of its original height, whichever is greater.
 - (b) Increase the width of the wireless communications support structure by more than the minimum necessary to permit co-location.
 - (c) Increase the area of the existing equipment compound to greater than 2,500 square feet.
- (4) The proposed co-location complies with the terms and conditions of any previous final approval of the wireless communications support structure or equipment compound in accordance with this Chapter and other provisions of the City Code.

(D) *Compliance with other requirements.* Notwithstanding the previous provision of this section, wireless communications equipment otherwise exempt must still comply with all other applicable City Code provisions and applicable Construction Code provisions including a requirement that the building inspector determines that the co-location will not adversely impact the structure to which it is attached.

(E) *Special land use review required.*

(1) A co-location that meets the requirements of subsections 90-329(3)(C)(1) and (2), but which does not meet subsections 90-329(3)(C)(3) or (4), is subject to special land use review by the Planning Commission in accordance with section 514 of the MZEA, MCL 125.3514. Any equipment placed in a residential district shall not be erected at a height that requires lighting. Any equipment placed adjacent to a residential district or use that requires lighting shall be a continuous red beacon at night.

(2) Wireless communications equipment that is not attached to an existing structure (thus requiring the installation of a new wireless communications support structure), is subject to special land use review consistent with this Chapter and with the Master Plan.

(F) *Special land use standards for wireless communication facilities.*

(1) A wireless communications support structure must be installed on a lawful lot for the zoning district in which it is located, either as a principal use or as an accessory use related to the principal use.

(2) A wireless communications support structure must be installed consistent with the standards stated in subsection 90-329(2)(B) which existed prior to the amendment adding this subsection 90-329(3).

(G) *Special land use standards for non-exempt small cell wireless facilities.*

The modification of existing or installation of new small cell wireless facilities or the modification of existing or installation of new wireless support structures used for such small cell wireless facilities that are not exempt from zoning review in accordance with Act 365 shall be subject to special land use review and approval in accordance with the following procedures and standards:

(1) Processing of an application is subject to all of the following requirements:

(A) Within 30 days after receiving an application under this subsection 90-329(3), the City Planner shall notify the applicant in writing whether the application is complete. If the application is incomplete, the notice tolls the running of the 30-day period.

(B) The running of the time period tolled under subdivision (A) resumes when the applicant makes a supplemental submission in response to the City Planner's notice of incompleteness.

(C) The City Planner shall approve or deny the application and notify the applicant in writing within 90 days after an application for a modification of a wireless support

structure or installation of a small cell wireless facility is received or 150 days after an application for a new wireless support structure is received. The time period for approval may be extended by mutual agreement between the applicant and the City Planner.

(2) The Planning Commission shall base its review of the special land use request on the standards contained in subsection 90-329(2); provided, however that a denial shall:

(a) Be supported by substantial evidence in a written record that is publicly released contemporaneously.

(b) Have a reasonable basis.

(c) Not discriminate against the applicant with respect to the placement of the facilities of other wireless providers.

(3) In addition to the provisions set forth in subsection 90-329(3)(G)(2), in the Planning Commission's review:

(A) An applicant's business decision about the type and location of small cell wireless facilities, wireless support structures, or technology to be used is presumed reasonable. This presumption does not apply with respect to the height of wireless facilities or wireless support structures.

(B) An applicant shall not be required to submit information about its business decisions with respect to any of the following:

(1) The need for a wireless support structure or small cell wireless facilities.

(2) The applicant's service, customer demand for the service, or the quality of service.

(C) The Planning Commission may impose reasonable requirements regarding the appearance of facilities, including those relating to materials used or arranging, screening, or landscaping.

(D) The Planning Commission may impose spacing, setback, and fall zone requirements substantially similar to spacing, setback, and fall zone requirements imposed on other types of commercial structures of a similar height in a similar location.

(4) The fee for zoning review of a special land use and associated site plan shall be as established from time to time by resolution of the City Council.

(5) Within 1 year after a zoning approval is granted, a small cell wireless provider shall commence construction of the approved structure or facilities that are to be operational for use by a wireless services provider, unless the City and the applicant agree to extend this period or the delay is caused by a lack of commercial power or communications facilities at the site. If the wireless provider fails to commence the construction of the approved structure or facilities within the time required the zoning approval is void.

Section 2. This ordinance shall take effect take on _____, 2019.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 14-19

STAFF REPORT

Date: April 30, 2019
Subject: Small cell ordinance and resolution
From: Scott Smith, City Attorney
Meeting Date: June 3, 2019

Background:

The Michigan legislature enacted 2018 PA 365 (“Act 365”) during the “lame duck” portion of the last legislative session, which took effect on March 12, 2019, and which significantly limits a local government’s ability to regulate the placement of small cell facilities in City rights-of-way, limits the fees a local government can charge for permits and placements, and limits the procedures a local government can require or use in reviewing and approving applications for small cell facilities placements. On September 26, 2018, the Federal Communications Commission (“FCC”) issued a declaratory ruling limiting time frames for local government small cell application reviews and approvals.

In an effort to (i) assist area local governments with the implementation of the complex provisions of Act 365 and the FCC ruling and (ii) to promote a common area regulatory approach and framework, the Grand Valley Metropolitan Council (“GVMC”) developed forms for a regulatory ordinance, zoning ordinance amendment, fee resolution, and small cell permit consistent with Act 365 and the FCC ruling.

Because the current Wyoming zoning ordinance and regulatory ordinance provisions do not comply with the new requirements, the City Council will be asked to consider a regulatory ordinance amendment and a resolution setting the application/permit fees. The Planning Commission will be asked to consider a corresponding zoning ordinance amendment and City Council consideration will follow thereafter.

Recommendation:

It is recommended that the Council adopt proposed Ordinance No. 8-19 “An Ordinance to Amend Chapter 77, Article V, of the City Code to Regulate Small Cell Wireless Telecommunications Facilities” and adopt the proposed Resolution No. ____, “Resolution to Establish, Rates, Fees and Charges Associated with Wireless Telecommunications Equipment, Support Structures, and Small Cell Wireless Facilities and Associated Structures.” The proposed resolution will be submitted for consideration at the same meeting as consideration of final approval of the proposed ordinance (currently anticipated to be June 3, 2019).

Sustainability Criteria:

Environmental Quality – It might be argued that the proliferation of small cell facilities in public rights-of-way is unsightly. However, the legislature preempted the City’s ability to address that issue.

Social Equity – It might be argued that small cellular providers will have a favorable status under this ordinance. But, the legislature has removed the City’s ability to address that issue.

Economic Strength – It is unknown whether economic strength is affected because we do not know (i) how the small cell facilities in rights-of-way will affect maintenance and liability and (ii) whether the allowed fees cover costs. But, the legislature preempted the City’s ability to address this issue.

Quality Customer Service – It is uncertain if approval will have a positive or negative overall effect on customer service. It will streamline service rendered small cellular providers. The effort to comply with that quicker process may affect service to others seeking City approvals. Allowing small cellular facilities in rights-of-way may preclude accommodating others seeking use of City rights-of-way. However, the FCC and legislature preempted local discretion.

May 28, 2019

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendments to revise Standards for Radio, Television, Microwave or Wireless Communications Towers (Section 90-329)

Recommendation: To approve the subject Zoning Ordinance amendment.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 21, 2019. A motion was made by Smart, supported by Arnoys, to recommend to the City Council adoption of the recommended revised *Standards for Radio, Television, Microwave, or Wireless Communications Towers (Section 90-329)* Zoning Ordinance text amendment. The motion passed 7-2. A detailed review of the request is available in the attached Planning Commission minutes. Following please find some general information.

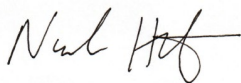
The Michigan legislature enacted 2018 PA 365 (“Act 365”) during the “lame duck” portion of the last legislative session. The bill took effect on March 12, 2019 and effectively:

- Limits municipalities’ ability to regulate placement of small cell facilities in City rights-of-way;
- Limits fees a municipality can charge for permits and applications; and
- Limits the procedures a municipality can require or use in reviewing and approving applications for small cell facility placement.

On September 26, 2018, the Federal Communications Commission (“FCC”) issued a declaratory ruling limiting time frames for local government small cell application reviews and approvals.

Currently Wyoming’s zoning and regulatory ordinances do not comply with the new legislation. This proposed ordinance and the regulatory ordinance being considered separately will bring the city back into conformance with the legislation.

Respectfully submitted,



Nicole Hofert, City Planner
Department of Community Services



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

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

Public Hearing opened at 7:11 pm (will remain open until the June meeting)

Chair Spencer explained that Agenda item #2 will be deferred until the June meeting due to an error in the public noticing process but will allow members of the public to provide comment today as well as at the next scheduled meeting.

Motion by Smart and supported by Micele to defer the request for Special Use Approval for a community center for Lighthouse Community Ministries to the next scheduled meeting. No discussion followed.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 3

Request for Special Use Approval for a carwash at a proposed Auto Detail business. The property is located at 2691 Division Ave S. (Includes Site Plan Approval) (Section 12) (Jose Quintana)

Public Hearing opened at 7:13 pm (will remain open until the June meeting)

Chair Spencer explained that Agenda item #3 will be deferred until the June meeting due to an error in the public noticing process but will allow members of the public to provide comment today as well as at the next scheduled meeting.

Motion by Micele and supported by Hegyi to defer the request for Special Use Approval for a carwash at a proposed Auto Detail business to the next scheduled meeting. No discussion followed.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 4

Request to amend Zoning Code Section 90-329 Standards for Radio, Television, Microwave or Wireless Communications Towers. (Wyoming Planning Department)

Hofert explained that the Michigan legislature enacted 2018 PA 365 (“Act 365”) during the “lame duck” portion of the last legislative session, which took effect on March 12, 2019, and which significantly limits a local government’s ability to regulate the placement of small cell facilities in City rights-of-way, limits the fees a local government can charge for permits and placements, and limits the procedures a local government can require or use in reviewing and approving applications for small cell facilities placements. On September 26, 2018, the Federal Communications Commission (“FCC”) issued a declaratory ruling limiting time frames for local government small cell application reviews and approvals.

Hofert also explained that the current Wyoming zoning ordinance and regulatory ordinance provisions do not comply with the new requirements and the City Council is currently considering a regulatory ordinance amendment and a resolution setting the application/permit fees. The Planning Commission was asked to consider a corresponding zoning ordinance amendment with City Council consideration to follow.

Hofert described the efforts of the Grand Valley Metropolitan Council (“GVMC”) to (i) assist area local governments with the implementation of the complex provisions of Act 365 and the FCC ruling and (ii) to promote a common area regulatory approach and framework. Hofert also stated that forms were developed by GVMC for a regulatory ordinance, zoning ordinance amendment, fee resolution, and small cell permit consistent with Act 365 and the FCC ruling. In keeping with GVMC’s leadership on this issue, these documents are based on the GVMC models with some changes to fit them into Wyoming’s ordinances.

Hofert described the sustainability criteria in the following:

- Environmental Quality – It might be argued that the proliferation of small cell facilities in public rights-of-way is unsightly. However, the legislature preempted the City’s ability to address that issue.
- Social Equity – It might be argued that small cellular providers will have a favorable status under this ordinance. But, the legislature has removed the City’s ability to address that issue.
- Economic Strength – It is unknown whether economic strength is affected because we do not know (i) how the small cell facilities in rights-of-way will affect maintenance and liability and (ii) whether the allowed fees cover costs. But, the legislature preempted the City’s ability to address this issue.
- Quality Customer Service – It is uncertain if approval will have a positive or negative overall effect on customer service. It will streamline service rendered small cellular providers. The effort to comply with that quicker process may affect service to others seeking City approvals. Allowing, small cellular facilities in rights-of-way may preclude accommodating others seeking use of City rights-of-way. However, the FCC and legislature preempted local discretion.

Hofert stated that staff recommends that the Planning Commission recommend City Council adoption of the proposed text amendment for Section 90-329 Standards for Radio, Television, Microwave or Wireless Communications Towers

Motion by Smart and supported by Arnoys, recommendation to the City Council to amend Zoning Code Section 90-329 Standards for Radio, Television, Microwave or Wireless Communications Towers. Discussion followed.

Public Hearing was opened at 7:15 pm.

Public Hearing was closed at 7:15 pm.

Bueche inquired about the agency that will be preparing the Site Plan. Hofert stated that the applicant who is developing the cell tower will be the agency preparing the Site Plan. Bueche inquired if they were capable to provide technical information required to support the Site Plan. Hofert stated that the applicant would hire a surveyor or engineering firm to assist them in obtaining the required technical information for the Site Plan.

Weller inquired if there were restrictions on where companies could install towers. Hofert informed the Commissioners that there have always been restrictions on the locations where

towers can be installed and that the Act 365 and the FCC ruling restricted where the municipalities could limit where the towers could be installed.

Micele inquired about what defines a small cell tower from a large cell tower. Rynbrandt stated that there is a distinct difference between a large tower and small tower and can be identified based upon their locations. Rynbrandt stated that small towers are affixed to poles or signs throughout residential neighborhoods and large towers stand independent.

Goodheart inquired if there were any setback requirements. Hofert replied that there are no setback limits.

Motion passed 7 to 2, with Hegyi and Bueche in the dissent.

AGENDA ITEM NO. 5

Request for Rezone from R-1 to R-2 for Greens of Wyoming. The property is located at 1207 56th Street SW. (Section 35) (Westview Capital, LLC).

Public Hearing opened at 7:24 pm (will remain open until the June meeting)

Chair Spencer explained that Agenda item #5 will be deferred until the June meeting due to the applicants request for a deferral until the next Planning Commission meeting. Since the rezone request was noticed correctly prior to the applicants request for a deferral, comments will be allowed today as well as at the next meeting.

A motion by Micele and supported by Smart to defer the request for Rezone from R-1 to R-2 for Greens of Wyoming to the next scheduled meeting. No discussion followed.

Motion passed unanimously.

AGENDA ITEM NO. 6

Request to approve proposed Zoning Ordinance Text Amendments to revise Off-Premises Advertising Signs (Section 90-709). ***(Public Hearing was held on March 19, 2019 – public comments on this item will only be accepted during the ‘Public Comment on Non-Public Hearing Agenda Items’)***

Hofert provided an overview and general history of this request to the Planning Commission. The City of Wyoming allows off-premise advertising signs, also commonly referred to as billboards, in I-1 and I-2 districts on property abutting a freeway right-of-way. Staff was asked to perform a review of the ordinance in light of the growth of the use of digital technology. Following an extensive review by the Community Services project team which included Rebecca Rynbrandt, Dave Rupert, Nicole Hofert, Bob Hoekwater, Ashley Dent, and Scott Smith, staff is recommending that the City amend the sign ordinance to allow the replacement of static billboard structures with digital structures and/or heads as long as certain conditions and requirements are met. The recommended changes include the formation of an exchange program that helps to encourage the removal of non-conforming signs while providing a means to utilize new digital technology along the freeway. Recommended restrictions included the following: