

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, NOVEMBER 18, 2019, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Pastor Roger Groenboom, Faith Community Christian 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 November 4, 2019 Regular Meeting, the November 12, 2019 Work Session and the November 12, 2019 Closed Session
- 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
    1. Audit Presentation
  - b) Proclamations
    1. Faith Community Christian Reformed Church 100<sup>th</sup> Anniversary
- 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**
- 15) Resolutions**
  - a) To Amend Section 4.03 of the City Council Policy Manual to Adopt a Revised Property Tax Poverty Exemption Policy and Guidelines

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

- b) To Accept a Proposal from MED-1 Occupational Health Services to Provide Health Assessment Services and to Authorize the Mayor and City Clerk to Execute the Contract
- c) To Enter into a Contract with National Research Center, Inc., to Administer its “National Community Survey” with Spanish-Language Materials and Custom Benchmarks and to Authorize the Mayor and City Clerk to Execute the Agreement
- d) To Accept a Proposal from Black & Veatch Ltd. of Michigan to Complete the Design, Bid and Construction Phases of the Ultraviolet (UV) Disinfection Project and to Authorize the Mayor and City Clerk to Execute the Agreement

**17) Ordinances**

- 17-19 To Amend Section 90-32 of the City Code by Adding Subsection (120) to Rezone 5160 and 5190 Byron Center Ave SW from B-1 to PUD-4 (Final Reading)
- 18-19 To Amend Chapter 15 of the City Code Entitled “Special Events” and to Repeal Chapter 14, Article V, Division 3, Entitled “Carnivals,” and Chapter 70, Article II, Division 3, Entitled “Block Parties” (Final Reading)
- 19-19 To Amend the Wyoming City Code by Adding Subsection (4) to Chapter 30, Article VI, Section 30-203 to Describe an Additional Area for Water Well Restrictions (Final Reading)

**18) Informational Material**

**19) Acknowledgment of Visitors**

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

**20) Closed Session** (as necessary)

**21) Adjournment**

**PROCLAMATION**

**RECOGNITION OF FAITH COMMUNITY  
CHRISTIAN REFORMED CHURCH  
100<sup>TH</sup> ANNIVERSARY**

*WHEREAS, the congregation of Faith Community Christian Reformed Church was first organized as Wyoming Park Christian Reformed Church in 1919; and*

*WHEREAS, the congregation held its first service, led by Rev. J.R. Brink, on September 12, 1919, on the corner of Byron Center Avenue and Beals Road, now well-known as 28<sup>th</sup> Street; and*

*WHEREAS, throughout the 1920's, the congregation continued to grow within the community which led the congregation to build a new larger, brick building in 1927. The building burned down on May 30, 1928, and on January 17, 1929 a new church building was dedicated; and*

*WHEREAS, on May 16, 1993 the congregation was moved to its current location on 5250 Byron Center Avenue, and its name changed to what it is known as today, Faith Community Christian Reformed Church, and is currently led by Rev. Roger Groenboom.*

*NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, Michigan, wish to offer sincere congratulations to the Faith Community Christian Reformed Church on its 100<sup>th</sup> Anniversary and wish them continued success and growth during its milestone celebration and for generations to come.*

*DATED this 18<sup>th</sup> day of November 2019.*

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**JACK A. POLL, MAYOR**  
**City of Wyoming, Michigan**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AMEND SECTION 4.03 OF THE CITY COUNCIL POLICY  
MANUAL TO ADOPT A REVISED PROPERTY TAX POVERTY EXEMPTION  
POLICY AND GUIDELINES

WHEREAS:

1. Subsection 7u(4) of the General Property Tax Act, 1893 PA 206, MCL 211.7u(4), requires the Wyoming City Council to adopt and make available to the public a policy and guidelines the City will use for the granting of “poverty exemptions” under that section that may be granted to persons who, in the judgment of the Assessor and Board of Review, own and occupy as their principal residence a home, but due to poverty, are unable to contribute to the public charges.
2. The City’s current policy authorizing such exemptions in section 4.03 of the Revised City Council Policy Manual needs revision to comply with currently applicable law.

NOW, THEREFORE, BE IT RESOLVED:

1. Section 4.03 of the City Council Policy Manual is amended to read as follows:

**4.03 Property Tax Poverty Exemption Policy and Guidelines**

Pursuant to MCL 211.7u the City Council has approved the following policy and guidelines for implementation by the City Assessor and City Board of Review when considering applications for exemptions from real property taxes as provided by that provision.

1. Purpose.

A. Subsection 7u(4) of the General Property Tax Act, 1893 PA 206, MCL 211.7u(4), requires the Wyoming City Council to adopt and make available to the public a policy and guidelines the City will use for the granting of “poverty exemptions” under that section.

B. Poverty exemptions may be granted to persons who, in the judgment of the Assessor and Board of Review, own and occupy as their principal residence a home, but due to poverty, are unable to contribute to the public charges.

2. Requirements.

A. The requirements apply to the income and assets of the claimant and all persons in the household residing at the property for which the exemption is sought and include any property tax credit returns, filed in the current or immediately preceding year.

B. To be eligible, a person must annually, after January 1 of the current tax year but not later than 5 days before the last day of the December Board of Review in the current tax year:

1. Comply with all requirements in MCL 211.7u.
2. Own and occupy as the person’s principal residence the property for which an exemption is requested.
3. File with the City Assessor:
  - a. A Wyoming Poverty Exemption Application, accompanied by copies of federal and state income tax returns for all persons residing in the residence for which the exemption is sought, including any property tax credit returns filed in the immediately preceding year or in the current year. If a person is not required to file

federal and state income tax returns in the tax year for which the exemption is claimed, the affidavit filed under subsection 2.B.3.b below may be accepted by the Board of Review.

- b. A signed State Tax Commission Form 4988, *Poverty Exemption Affidavit*.
- c. A sworn statement that the fair market value of the combined assets of all persons residing in the residence for which the exemption is sought do not exceed the following guidelines. Assets include but are not limited to, real estate other than the principal residence, personal property, motor vehicles excluding the cash value of one automobile used for routine transportation needs, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, and any other tangible or intangible person property or thing of value.
  - i. \$2,500 for the claimant, adjusted annually in accordance with cost of living adjustments based on the Inflation Rate Multiplier annually calculated by the Michigan State Tax Commission, and
  - ii. \$6,000 for the household seeking exemption, adjusted annually in accordance with the cost of living adjustments based on the Inflation Rate Multiplier annually calculated by the Michigan State Tax Commission.
- d. If requested, a list of the assets of all persons residing in the residence for which the exemption is sought.

- 4. If requested by the City Assessor or Board of Review, produce a valid driver's license or other form of photo identification.
- 5. If requested by the City Assessor or Board of Review, file a copy of a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.
- 6. Meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services as published annually by the Michigan State Tax Commission.

### 3. Effects.

- A. Filing of a timely application constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.
- B. A person who files an application for a poverty exemption under this policy is not prohibited from also appealing to the Board of Review in that same year the assessed and/or taxable value on the property for which the poverty exemption application was filed.

### 4. Board of Review Action.

- A. The Board of Review shall follow the above policy and guidelines when granting or denying a poverty exemption.
- B. The same standards shall apply to each claimant for the assessment year unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and guidelines and the substantial and compelling reasons are communicated in writing to the claimant.

2. All resolutions and parts of resolutions are, to the extent of 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 November 18, 2019.

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Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Staff Report

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: November 13, 2019  
Subject: Poverty Exemption Policy  
From: Scott Engerson, City Assessor  
Meeting Date: November 18, 2019

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### **BACKGROUND:**

Subsection 7u(4) of the General Property Tax Act, 1893 PA 206, MCL 211.7u(4), requires the Wyoming City Council to adopt and make available to the public a policy and guidelines the City will use for the granting of “poverty exemptions” under that section which provides that poverty exemptions may be granted to persons who, in the judgment of the Assessor and Board of Review, own and occupy as their principal residence a home, but due to poverty, are unable to contribute to the public charges. The policy is required to provide parts of the procedure and criteria for applying for and qualifying for the exemption in the City. Recent Michigan Tax Tribunal decisions have made it clear that the City’s policy in section 4.03 of the Council Policy Manual needs to be revised to comply with current law.

### **RECOMMENDATION:**

Adopt the Resolution Amending Section 4.03 of the City Council Policy Manual to Adopt a Revised Property Tax Poverty Exemption Policy and Guidelines.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community – Financially challenged homeowners must be afforded an opportunity to avail themselves of the law allowing relief from property taxes.

Safety – The resolution will have no impact on safety.

Stewardship – A poverty exemption policy complying with current law ensures the exemption is available to those who qualify but cannot be claimed by those who do not.

### **BUDGET IMPACT:**

There should be no budget impact from this policy revision. The Board of Review granted 31 poverty exemptions effective for the 2019 assessment roll. The estimated true cash value of these parcels totals \$3,717,200 with an estimated taxable value of \$1,393,950. The estimated taxable value loss of \$1,393,950 equates to \$16,770.47 in lost revenue when multiplied by the City’s 2019 millage rate of 12.0309 mills.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FROM MED-1 OCCUPATIONAL HEALTH SERVICES TO PROVIDE HEALTH ASSESSMENT SERVICES AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, MED-1 Occupational Health Services provides health assessment services for the City.
2. MED-1 Occupational Health Services has provided the City with a proposal to extend their current contract, with a slight increase, through January 16, 2021.
3. It is recommended the City Council accept the proposal.
4. Funds are budgeted in various departmental accounts with the appropriate account being charged at the time of acquisition.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from MED-1 Occupational Health Services to provide health assessment services through January 16, 2021.
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 November 18, 2019.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Standard City Professional Services Contract

## STAFF REPORT

Date: November 7, 2019

Subject: Proposal Extend a Contract for Health Assessment Services

From: Emily Vande Griend, Human Resources Specialist

Meeting Date: November 18, 2019

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### **RECOMMENDATION:**

It is recommended that the City Council accept the proposal from MED-1 Occupational Health Services (MED-1) to extend the current contract which provides health assessment services with a slight price increase, as detailed on the attached Standard City Professional Services Contract.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Health assessment services are used to assess and treat work-related injuries, administer pre-employment physicals and drug screens, and perform required reoccurring job-related physical examinations. MED-1 is certified and qualified to perform health assessment services and does so in accordance with all state and federal regulations. Each time health assessment services are used, the City demonstrates the mission of Community, Safety, Stewardship, ensuring that employees are capable and certified to perform their job duties safely.

### **DISCUSSION:**

On January 16, 2017, the City Council awarded a proposal to provide health assessment services through January 16, 2020, to the low proposal received from MED-1. As detailed on the attached contract, MED-1 has offered to extend their proposal for an additional year through January 16, 2021, with a slight price increase due to medication and medical supply costs.

MED-1 has provided secure and professional services over the last three years, and it is recommended the City accept their proposal to continue to provide these services for an additional year.

### **BUDGET IMPACT:**

It is estimated that the annual expenditure for health assessment services will total approximately \$40,000.00. Funds for health assessment services are budgeted in various departmental accounts with the appropriate account being charged at the time of acquisition.

Attachments:  
Standard City Professional Services Contract

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 28<sup>th</sup> 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: \_\_\_\_\_, 20\_\_.

"Professional" means: Med-1 Leonard, LLC  
[Name of professional entity]  
A \_\_\_\_\_  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
1140 Monroe Avenue NW, Suite 150  
[Professional's street address]  
Grand Rapids, MI 49503  
[Professional's city, state & zip]

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

"Services" means: Extend the proposal for Health Assessment Services through January 16, 2021 with a slight increase due to price of medicines (Exhibit B).

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:

\_\_\_\_\_  
(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.

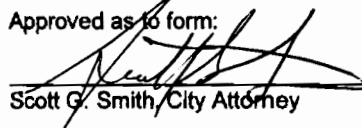
City of Wyoming

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

  
\_\_\_\_\_  
Scott G. Smith, City Attorney

Med-1 Occupational Health Services  
[Professional's name]

By: Mary Alice Ehrlich Mary Alice Ehrlich  
[Signature officer, director or principal of Professional]  
Executive Vice President  
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: Oct. 30, 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](mailto:accountspayable@wyomingmi.gov) an IRS W-9 form (available at [www.irs.gov](http://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.

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| <p><b>COMMERCIAL GENERAL LIABILITY</b></p> <p>Minimal Limits:<br/>           \$1,000,000 Each Occurrence Limit<br/>           \$2,000,000 General Aggregate Limit<br/>           Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.</p> <p><b>AUTOMOBILE LIABILITY INSURANCE</b></p> |
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|--|
| <p>Minimal Limits (hired and non-owned automobile coverage):<br/>           \$1,000,000 per person<br/>           \$1,000,000 per occurrence</p>   |
| <p><b>WORKERS' DISABILITY COMPENSATION</b></p> <p>Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.</p>  |
| <p><b>PROFESSIONAL LIABILITY INSURANCE</b></p> <p>Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.</p>   |
| <p><b>EXCESS/UMBRELLA INSURANCE</b></p> <p>Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).</p> |

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


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

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

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

**ACKNOWLEDGEMENT**

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

  
 \_\_\_\_\_  
 [Signature]  
 Mary Alice Ehrlich Executive Vice President  
 \_\_\_\_\_  
 [Printed Name and Title of Person Signing]  
 \_\_\_\_\_  
 [Printed Name of Professional]

Date signed: Oct. 30, 2019

**City of Wyoming - Contract Extension  
 Provided by MED-1 Occupational Health Services  
 Effective January 16, 2020**

| Type of Service  |   | City of Wyoming<br>2017-2020                     | Effective<br>Jan. 16,<br>2020 | Comments           |  |
|--|---|--|-------------------------------|--------------------|--|
| Injury/Illness   | Treatment for work related injury or illness  | Discounted 5% off State of Michigan Fee Schedule |                               |                    |  |
|  | Drug screen with initial injury visit (has been deleted from Profile Orders)        | \$22.00  |                               | not being utilized |  |
|  | Evidential Breath Test (E.B.T) (has been deleted from Profile Orders)               | \$16.00<br>\$16.00 Confirmation if Required      |                               | not being utilized |  |
|  | Referral to Specialists for testing and further treatment if necessary              | No Charge  |                               |                    |  |
|  | Initial Injury Service times average 63 minutes based on the past 6 months of data. |  |                               |                    |  |
|  | Recheck Service times average 35 minutes based on the past 6 months of data.        |  |                               |                    |  |
| Physical Exams   | Pre-Placement/Post-Offer Exam   | \$36.00  | \$38.00                       |                    |  |
|  | Fitness for Duty Exams  | \$65.00  |                               |                    |  |
|  | National Fire Protection Association (NFPA) Physicals - PE Only                     | \$38.00  | \$50.00                       |                    |  |
|  | DOT Examination   |  |                               |                    |  |
|  | New   | \$50.00  | \$55.00                       |                    |  |
|  | Recertification   | \$50.00  | \$55.00                       |                    |  |
|  | MCOLES Exam*  | \$55.00  |                               |                    |  |
|  | TB Test   | \$15.00  | \$20.00                       |                    |  |
|  | T-Spot or Quantiferon Gold  | \$65.00  |                               |                    |  |
|  | Hepatitis B Series - Per injection  | \$60.00  | \$90.00                       |                    |  |
|  | Comprehensive Back Exam   | No Charge  |                               |                    |  |
|  | Respiratory Certification   |  |                               |                    |  |
|  | Respiratory Questionnaire   | \$15.00  |                               |                    |  |
|  | Respiratory Fit Test  | \$20.00  |                               |                    |  |
|  | Respiratory Physical  | \$32.00  |                               |                    |  |
|  | PFT   | \$35.00  | \$40.00                       |                    |  |
|  | Hand/Wrist Exam   | No Charge  |                               |                    |  |
|  | Timus Vision Test   | No Charge  |                               |                    |  |
|  | LFR Test  | \$15.00  |                               |                    |  |
|  | Audio   | \$15.00  |                               |                    |  |
|  | PSA*  | \$25.00  |                               |                    |  |
|  | CBC w Differentials*  | \$12.00  |                               |                    |  |
|  | Chest x-ray 2 v*  | \$51.00  | \$55.00                       |                    |  |
|  | Profile III*  | \$30.00  |                               |                    |  |
|  | Blood Work  | Detailed on Exhibit A-2                          |                               |                    |  |
|  | Return to Work (include a work status letter from treating physician)               | \$32.00  |                               |                    |  |
|  | Medical Surveillance/Hazmat Exam  | \$38.00  |                               |                    |  |
| Physical Exam service times average 49 minutes based on the past 6 months of data. |   |  |                               |                    |  |
| Drug/Alcohol Tests (Scheduled, Random and Unannounced)                             | Drug Tests  |  |                               |                    |  |
|  | 5 Panel Rapid   | \$22.00  | \$25.00                       |                    |  |
|  | 5 Panel Standard  | \$22.00  | \$25.00                       |                    |  |
|  | 7 Panel Rapid or Standard   | \$22.00  | \$25.00                       |                    |  |
|  | 10 Panel Rapid  | \$22.00  | \$25.00                       |                    |  |
|  | 10 Panel Standard   | \$25.00  |                               |                    |  |
|  | 10+ Panel Rapid with expanded opiates   | \$22.00  | \$25.00                       |                    |  |
|  | Rapid Drug Screen Confirmation of clinical non negative screenings                  |  | \$30.00                       |                    |  |
|  | Hair Test   | \$65.00  |                               |                    |  |
|  | MCOLES*   | \$25.00  |                               |                    |  |
|  | DOT   | \$56.00  |                               |                    |  |
|  | Non DOT   | \$22.00  | \$25.00                       |                    |  |
|  | eScreen   | Not Applicable                                   |                               |                    |  |
|  | Collection Only   |  |                               |                    |  |
|  | Urine (DOT)   | \$20.00  |                               |                    |  |
|  | Hair  | \$20.00  |                               |                    |  |
|  |   | \$16.00  |                               |                    |  |
|  | E.B.T (Evidential Breath Test) (Non-DOT)  | \$16.00 Confirmation if Required                 |                               |                    |  |
|  | E.B.T (Evidential Breath Test) (DOT)  | \$32.00  |                               |                    |  |
|  | MRO   | Confirmation Included                            |                               |                    |  |
|  | \$20.00   |  |                               |                    |  |
| Drug Screen service times average 23 minutes based on the past 6 months of data.   |   |  |                               |                    |  |
| Additional Services  | Physical Therapy  | Discounted 5% off State of Michigan Fee Schedule |                               |                    |  |
|  | Wellness  | Volume based pricing                             |                               |                    |  |
|  | MRO   | \$20.00  |                               |                    |  |
|  | Consortium  | Volume based pricing                             |                               |                    |  |
|  | EKG   | \$35.00  | \$40.00                       |                    |  |
|  | DOT Follow-up   | \$20.00  | \$25.00                       |                    |  |
|  | Educational & Episodic  | Volume based pricing                             |                               |                    |  |

\* signifies orders that have been added at the City request which were not in the original services agreement and no price increase during extension period.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ENTER INTO A CONTRACT WITH NATIONAL RESEARCH CENTER, INC.,  
TO ADMINISTER ITS "NATIONAL COMMUNITY SURVEY" WITH  
SPANISH-LANGUAGE MATERIALS AND CUSTOM BENCHMARKS  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City enter into a contract with National Research Center, Inc., to administer its "National Community Survey" with Spanish-language materials and custom benchmarks at a cost of \$14,700.
2. Funds for the services are available in the City Council–Other Services account number 101-101-10100-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby enter into a contract with National Research Center, Inc. to administer its "National Community Survey" with Spanish-language materials and custom benchmarks.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 18, 2019.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Agreement

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: November 6, 2019  
Subject: Community Survey  
From: Paul G. Smith, Analytics Project Specialist  
Meeting Date: November 18, 2019

---

### **RECOMMENDATION:**

It is recommended that City Council authorize the Mayor and City Clerk to enter into a contract with National Research Center, Inc. to administer its “National Community Survey” with Spanish-language materials and custom benchmarks for a price of \$14,700.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

A community survey will provide the council and city staff with valuable insights into the opinions and preferences of Wyoming residents. Measuring these attitudes will allow City Council and City staff to make evidence-based decisions and to incorporate residents’ views in strategic planning. In addition, comparisons to the results from similar municipalities will allow for performance measurement.

Conducting a scientific survey involves selecting a random sample of residents and providing those residents with the opportunity to complete the survey. Without Spanish-language materials, the latinx populations of Wyoming are likely to be under-sampled. It is important that these materials be included so that the results of the survey incorporate these voices and the whole community is heard.

### **DISCUSSION:**

National Research Center, Inc. (NRC) has conducted its “National Community Survey” (NCS) in about 600 jurisdictions in the United States. With the exception of the final page of jurisdiction-specific questions, the remainder of the survey is consistent from jurisdiction to jurisdiction and NRC captures the results from those questions in a database. By participating in the NCS, the City of Wyoming gets usable results in its first year of participation. Comparisons to national averages and similar communities will place Wyoming’s results in context and allow for meaningful assessments of residents’ attitudes without the need for multiple years of survey data. As the owner of this proprietary database, NRC is the sole supplier of this service.

As a preferred partner of the International City/County Management Association (ICMA), NRC provides its community surveys to ICMA members at a discount.

### **BUDGET IMPACT:**

The necessary funds for the community survey are available in account 101.101.10100.956.000 (City Council – Other Services) and were approved by Council through the 2019/20 budgetary process.

AGREEMENT  
BETWEEN  
NATIONAL RESEARCH CENTER, INC.  
AND  
CITY OF WYOMING, MICHIGAN

This Agreement is made as of November 19, 2019 between the City of Wyoming, Michigan (the "Client"), and National Research Center, Inc. (the "Consultant").

Recitals

- A. The Client plans to undertake a survey of Client's residents.
- B. The Client desires to retain the services of the Consultant to conduct the project relative thereto and the planning and designing thereof as set forth in this Agreement.

Terms and Conditions

In consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Client retains the Consultant for the project, to perform the services on the terms and conditions specified herein and the Consultant agrees so to serve. The parties agree that the Consultant shall be an independent contractor and shall not be an employee of the Client. The Consultant, as an independent contractor, is not entitled to workers' compensation benefits and unemployment insurance benefits, and the Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to the contract relationship.

2. The budget and work plan are attached hereto as Exhibit A and made a part of this Agreement. Consultant agrees to perform the work described in Exhibit A in compliance with all provisions of this Agreement. Consultant represents that it has the requisite authority and capacity to perform all terms and conditions on Consultant's part to be performed hereunder.

Consultant adjusts its rates in response to the cost of doing business. On an annual basis, the rates for staff time are evaluated. Other rates, including postage, are increased by Consultant as soon as they are increased by the vendor/supplier. Should a postage increase by the United States Postal Service occur during the project at such a point that project mailings are affected; the cost increase will be passed through directly to the Client. The budget in Exhibit A presumes that the project activities will be completed within 180 days of the date this contract is signed. The Client will be notified immediately of any potential cost increase due to work that threatens to extend past that timeframe.

3. The work will begin and be completed in accordance with Exhibit A.

4. The Client agrees to pay Consultant for services rendered pursuant to this Agreement \$14,700 as adjusted to reflect the omission or addition of any of the tasks set forth therein. One initial payment of \$9,975 shall be made upon signing of the Agreement. Further payments shall be made upon billing by the Consultant, which billing shall occur not more frequently than twice per month, and which shall identify the tasks performed for each invoice. Payment will be made to the Consultant within 30 calendar days.

5. The Client reserves the right to monitor and evaluate the progress and performance of the Consultant to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Client monitoring and evaluating criteria and standards. Consultant shall cooperate with the Client relating to such monitoring and evaluation.

6. Insurance Requirements

(a) Comprehensive General Liability. The Consultant shall procure and keep in force during the duration of this contract a policy of Comprehensive General Liability insurance insuring the Consultant against any liability for personal injury, bodily injury, or death arising out of the performance of services hereunder and against liability for property damage with a combined single limit of at least \$1,000,000 each occurrence and \$2,000,000 aggregate

(b) Comprehensive Automobile Liability. The Consultant shall procure and keep in force during the duration of this contract a policy of Comprehensive Automobile Liability insurance insuring the

Consultant against any liability for personal injury, bodily injury, or death arising from the use of motor vehicles and shall cover operations on or off the site of all vehicles controlled by the Consultant whether they are owned, non-owned, or hired with a combined single limit of at least \$1,000,000.

Policies described in (a) and (b) above shall be for the mutual and joint benefit and protection of the Consultant and the Client.

(c) Other Insurance. The Consultant shall procure and keep in force during the term of the Agreement Worker's Compensation and such other insurance as may be required by any law, ordinance or governmental regulation.

(d) Prior to commencement of work, the Consultant shall furnish to the Client certificates of insurance policies evidencing the required coverages if the Client so desires.

The Client reserves the right to approve variations in the above requirements upon request of Consultant if, in the Client's opinion, such variations do not substantially affect the Client's interests.

7. Indemnification. The Client hereby covenants and agrees to indemnify, defend, save, and hold the Consultant harmless from any and all liability, loss, costs, charges, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with, arising out of Client's negligence or any material violation of the Agreement or of any law, ordinance or regulation by the Client, its agents, employees, servants, subcontractors, business invitees; or by reason of any injury or damage caused by the Client's negligence occurring to any person or persons whomever (including the Client, its agents, employees, servants, subcontractors or business invitees) or to property of any kind whatsoever and to whomever belonging (including the Client, its agents, employees, servants, subcontractor or business invitees).

8. Ownership of Materials. As a Client of National Research Center, Inc. ("NRC") using the NCS, NBS, CASOA or NES (the "Survey Instruments"), the Client recognizes that on all Materials and Survey Instruments, as defined herein, created by NRC prior to and after execution of these Terms of Use ("Terms of Use") and used by the Client during the course of the project, NRC retains all rights of authorship and ownership of copyright. Client also acknowledges that NRC owns all data collected in connection with administration of any of NRC's Survey Instruments ("Survey Data").

*Definitions*. In these Terms of Use, "Materials" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. "Survey Data" means and includes: any and all data collected in connection with administration of any of NRC's Survey Instruments.

*License to Survey Instruments and Materials*. Survey enrollment and payment includes a one-time license to use the Survey Instruments and Materials for a period of one (1) year following administration of the Survey Instrument. If Client seeks to renew its agreement with NRC, Client may re-enroll and submit payment for future use of the Survey Instruments and Materials. Once the limited license has expired, no part of the Survey Instruments and Materials may be reproduced, distributed, or transmitted in any form or by any means, including photocopying, recording, or other electronic or mechanical methods, without the prior written permission of NRC, except where permitted by Fair Use, as defined in the Copyright Act, 17 U.S.C. § 107 or otherwise required by law. Notwithstanding the foregoing, Client's right to use its own summaries and reports of the Survey Data does not expire.

*License to Survey Data*. Client acknowledges that in exchange for valuable consideration, NRC owns exclusive rights in all Survey Data. NRC grants Client a license to use and report Survey Data. The license to use and report Survey Data does not expire. Client's license to use and report Survey Data does not include the right for Client or any third party to use Survey Data for direct or indirect current or potential financial gain. As part of any publication or posting of Survey Data, except for internal use, Client must include the following statement acknowledging that NRC is the owner of the compilation of Survey Data and that Survey Data may not be used by any third party for financial gain:

"This compilation of survey data is owned by National Research Center, Inc. It may not be reproduced or retransmitted in any form without the expressed written consent of National Research Center, Inc. Requests for permission to reproduce or transmit this data should be mailed to Managing Director, NRC, 2955 Valmont Road, Suite 300, Boulder, Colorado 80301."

9. This Agreement may be terminated by either party upon five (5) days written notice. In the event of termination by the Client, the Client shall be liable to pay to Consultant fees for services and expenses incurred to date of termination.

10. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their successors and assigns.

11. Arbitration. All disputes and controversies of every kind and nature between the parties to this Agreement arising out of or in connection with this Agreement shall be submitted to arbitration pursuant to the following procedure:

a. Either party desiring arbitration shall submit such demand in writing, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy.

b. Within fifteen (15) days after such demand, the other party shall name an arbitrator, or in default of such naming, such arbitrator shall be named by the Arbitration Committee of the American Arbitration Association, and the two arbitrators so selected shall name a third arbitrator within fifteen (15) days, or in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Arbitration Committee of the American Arbitration Association.

c. The arbitrators may award to the successful party in the arbitration a reasonable sum for the successful party's attorney's fees, together with the costs of the arbitration.

d. The arbitration hearing shall be held at the offices of NRC, 2955 Valmont Road, Suite 300, Boulder, CO, on thirty (30) days' notice to the parties.

e. The arbitration rules and procedures of the American Arbitration Association shall be utilized in the arbitration hearing and the law of the evidence of the State of Colorado shall govern the presentation of evidence of such hearing.

f. An award rendered by a majority of the arbitrators appointed under and pursuant to this Agreement shall be final and binding on all parties to the proceeding during the period of this Agreement, and judgment on such award may be entered by either party in the highest court, state or federal, having jurisdiction.

The parties enter into this Agreement as of the date first set forth above.

**City of Wyoming**

**National Research Center, Inc.**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Damema Mann  
Director of National Engagement

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_, 2019

Date signed: \_\_\_\_\_ 2019

Approved as to form:

  
\_\_\_\_\_  
Scott G. Smith, City Attorney

**Exhibit A**  
**The National Community Survey™ 2019 for Wyoming, MI 2019**

**Scope of Work**

The National Community Survey™ (The NCS) is the premier citizen survey service from ICMA, National Research Center (NRC) and Polco. It is turned to by more jurisdictions than any other service. The NCS™ basic service includes all aspects of conducting the survey; all printing and mailing costs, geocoding the sample to ensure that all addresses are within the limits of Wyoming, ongoing consultation with staff about the survey process, sample selection, preparation and mailing of invitations to complete the online survey to 1,800 households (with a confidence interval of 95% and an approximate margin of error of plus or minus 5%), programming and hosting the web versions of the survey, data entry and analysis, Community Livability Report, Dashboard Report and full Technical Appendices Report. NRC uses all best practice methods in survey research, including over sampling multi-family units to decrease non-response bias, using a multi-contact method to improve response rates, and statistical weighting of the survey data.

**Cost of Services**

**The NCS™ Basic Service**

*Instrument development; assistance with crafting custom questions; three-part mailing of 1,800 pieces each (initial postcard with instructions to complete the survey online, letter with instructions to complete the survey online, reminder postcard with instructions to complete the survey online), data entry and analysis of returned surveys; draft reports for review; final reports that include national benchmark comparisons, analysis and detailed methods; technical assistance in understanding survey results via phone and email with key staff for The NCS* .....\$12,705

**Online Opt-in Survey**

*An opt-in version of the web survey will be available to all Wyoming residents, you promote participation* ..... No additional charge

**Spanish translation option**

*The postcards and letter will include instructions in Spanish on how to complete the survey online in Spanish. NRC will include any Spanish language responses in the report*.....\$910

**Custom Benchmark Comparisons**

*In addition to the national benchmarks (included with the NCS Basic Service), NRC will provide a custom set of benchmark comparisons, based on criteria as requested by the City (population, region, etc.)* ..... \$1,085

**Total cost to the City of Wyoming (as outlined above) .....\$14,700**

*To enroll in The NCS™ the initial payment of \$9,975 is due, which will be applied to the cost of The NCS Basic Services, the remainder of the Basic Service will be billed upon delivery of draft reports, payment for add-on options will be invoiced upon confirmation of those choices.*

**\*All pricing listed includes a 10% ICMA member discount. Pricing is good through December 31, 2019.**

The National Community Survey™  
 © 2019 National Research Center, Inc.  
 2955 Valmont Road, Suite 300  
 Boulder, CO 80301  
 303-444-7863  
 ncs@n-r-c.com  
 www.n-r-c.com

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FROM BLACK AND VEATCH LTD OF MICHIGAN TO COMPLETE THE DESIGN, BID AND CONSTRUCTION PHASES OF THE ULTRAVIOLET (UV) DISINFECTION PROJECT AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended City Council accept a proposal from Black and Veatch Ltd of Michigan to complete the design, bid and construction phases of the ultraviolet (UV) disinfection project at the Clean Water Plant in the total estimated cost of \$942,422.
2. Funds for the project are available in the Sewer Fund Capital Outlay account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Black and Veatch Ltd of Michigan to complete the design, bid and construction phases of the ultraviolet (UV) disinfection project at the Clean Water Plant in the total estimated cost of \$942,422.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried     Yes  
                              No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 18, 2019.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Proposal  
Agreement

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: November 3, 2019  
Subject: Ultraviolet Light Disinfection  
From: Jon Burke, Clean Water Plant Superintendent  
Meeting Date: November 18, 2019

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### **RECOMMENDATION:**

It is recommended that the City Council accept the proposal from Black & Veatch Ltd of Michigan to complete the design, bid, and construction phases for the ultraviolet (UV) disinfection project at the Clean Water Plant. We are recommending acceptance of the lesser expensive of the two options in the proposal, Option 2, at a cost of \$942,422.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. The expense of running an ultraviolet disinfection system is comparable to the existing chemical chlorine/sulfur dioxide method, and also offers significant safety advantages for plant staff and the surrounding community.

### **DISCUSSION:**

The last step in the wastewater treatment process is disinfection, and the current technology in use for this purpose is the application of chlorine. Although very effective, it requires storage of large amounts of compressed chlorine gas as well as sulfur dioxide gas, which is in turn used to remove any excess chlorine after disinfection is achieved and before the flow enters the Grand River. The storage and use of such large amounts of potentially hazardous compressed gases imposes significant safety, handling, maintenance, and regulatory burdens.

On February 18<sup>th</sup>, 2019 with Resolution No. 26294, the City Council authorized Black & Veatch Ltd of Michigan to complete a UV disinfection study. This study addressed both the cost of the new equipment and the feasibility of using some existing structures at the plant to possibly reduce the overall cost of a future project.

Black & Veatch completed the study at the end of June, 2019, and concluded that the annual operation and maintenance costs of new UV equipment will be comparable to that of the chemicals that are used today. However, a UV system will carry much less risk, not only to our employees but the surrounding community as well. Other advantages to using UV disinfection include:

- UV is a chemical-free process that adds nothing to the water except UV light.
- UV requires no transportation, storage, or handling of toxic or corrosive chemicals – a safety benefit for plant operators and the surrounding community.

- UV treatment creates no carcinogenic disinfection by-products that could adversely affect the natural environment.
- UV is highly effective at inactivating a broad range of microorganisms – including chlorine-resistant pathogens like *Cryptosporidium* and *Giardia*.
- UV can be used (alone or in conjunction with hydrogen peroxide) to break down toxic chemical micro-contaminants while simultaneously disinfecting the final effluent.

The attached engineering services agreement outlines the next steps in the UV disinfection project, which is to move to the design and bidding phase. This part of the process will likely take approximately 8 months to complete so we would like to get started as soon as possible.

**BUDGET IMPACT:**

The cost to perform this work is \$942,422. Sufficient funds exist in the Sewer Fund Capital Outlay Account #590.590.54400.986.444.

**BLACK & VEATCH PROFESSIONAL SERVICES CONTRACT**

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

"City" means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, Wyoming, MI 49509.

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

"Effective Date" means November 19, 2019.

"Professional" means Black & Veatch Ltd. of Michigan, a Michigan corporation with a local address of 125 Ottawa Ave NW, Grand Rapids, MI 49503 and an international address at 11401 Lamar Ave Overland Park, KS 66211.

"Proposal" means Professional's Scope of Services attached as Exhibit B.

"Services" means to develop Contract Documents (acceptable to City's public works director and attorney) and assist with bidding, construction phase, startup, commissioning and training for the addition of a UV disinfection, gravity cascade aeration, and effluent pumping capable of treating 42 mgd at the City's clean water plant and other services as more fully detailed in the Proposal.

TERMS AND CONDITIONS

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

1. Professional will perform the Services as detailed in the Proposal for Option 305 B, the lower cost option. Except as otherwise provided in the Proposal, Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal. Note: The opinion of probable cost to be provided in Task 205 as stated in the Proposal will be Professional's opinion based on Professional's experience and professional judgment. It is not a guarantee of bid results or actual costs. Bid prices and actual costs may deviate from that opinion of probable cost.

2. City will pay Professional in accordance with the Proposal within 45 days of the receipt of monthly invoices from Professional for services rendered the preceding month. City will, on a timely basis, provide any information and services the Proposal identifies as being provided by City so Professional can perform the Services as described by the Proposal.

3. Professional represents and warrants, except for those specifically waived or modified in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived/modified conditions are as follows:

Condition 3 applies only to Professional's services under this Contract. Either City or the selected contractor will be required to obtain construction permits and any other permits for the construction and installation of the improvements. Professional will assist City in applying for and obtaining permits from the Michigan Department of Environment, Great Lakes, & Energy.

Condition 13 is not applicable to the Services under this Contract.

The sentence following the table in Condition 17 is modified to read follows: "Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance and, if requested, Professional will allow City personnel to review the Professional's policies and endorsements at Professional's Grand Rapids, Michigan office."

An additional condition is added to state: "Professional is not responsible for means and methods of construction contractors, subcontractors or their personnel. The Contract Documents will include a provision addressing this issue."

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**

**Black & Veatch Ltd. of Michigan**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

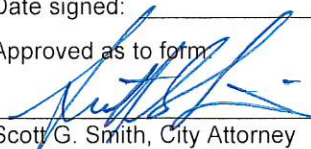
By: \_\_\_\_\_  
David S. Koch, P.E., Attorney in Fact

Date signed: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: \_\_\_\_\_, 2019

Approved as to form

  
\_\_\_\_\_  
Scott G. Smith, City Attorney

**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](mailto:accountspayable@wyomingmi.gov) an IRS W-9 form (available at [www.IRS.gov](http://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.

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| <b>COMMERCIAL GENERAL LIABILITY</b>   |
| Minimal Limits:<br>\$1,000,000 Each Occurrence Limit<br>\$2,000,000 General Aggregate Limit<br>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. |
| <b>AUTOMOBILE LIABILITY INSURANCE</b>   |
| Minimal Limits (hired and non-owned automobile coverage):<br>\$1,000,000 per person<br>\$1,000,000 per occurrence   |
| <b>WORKERS' DISABILITY COMPENSATION</b>   |
| Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.   |
| <b>PROFESSIONAL LIABILITY INSURANCE</b>   |

|   |
|---|
| 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.  |
| <b>EXCESS/UMBRELLA INSURANCE</b>  |
| 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.

**Exhibit B  
Proposal**

**SCOPE OF SERVICES  
TO  
ENGINEERING SERVICES AGREEMENT  
FOR  
CWP UV DISINFECTION DESIGN, BID AND CONSTRUCTION PHASE SERVICES  
CITY OF WYOMING, MICHIGAN**

City of Wyoming (“City”) engages Black & Veatch Ltd of Michigan (“Engineer”) to perform design and construction phase engineering services for Ultra Violet (UV) Disinfection System addition and effluent pumping improvements at the Wyoming Clean Water Plant (“CWP”) in Wyoming, Michigan.

**BACKGROUND**

The purpose of this effort is to develop Contract Documents and assist with bidding, construction phase, startup, commissioning, and training for the addition of UV disinfection, gravity cascade aeration, and effluent pumping capable of treating 42 million gallons per day (mgd) at the CWP. These improvements include modification of an existing aeration basin to hold new UV units, screw pumps, and a stationary cascade aeration structure, an extension of Building M to house the UV units, electrical and controls equipment, piping and valve connections to the existing effluent pipe, and replacement of the final effluent water (FEW) pumping system. The Scope of Services includes preparation of a Basis of Design Memorandum/30-percent documents; preparation of plans and specifications at 60-percent, 90-percent, and final completion levels; preparation of the opinion of probable cost at Basis of Design Memorandum/30-percent, 60-percent and prior to bidding; interpretation of construction contract documents and preparation of addenda during the bid period; assistance with preparation of Change Orders; review of submittals and resubmittals; participation in monthly construction progress meetings; participation in site visits; and conformance of construction drawings based on information provided by the Contractor.

**SCOPE OF SERVICES**

The services to be performed by the Engineer shall include the following.

**PHASE 1 – PRELIMINARY DESIGN SERVICES**

**Task 101 – Project Meetings**

Engineer will attend up to a total of three project meetings with the City. The meetings will be held with the City at the CWP site to update the City on project progress and obtain feedback on deliverables. The kickoff meeting will be held with the City to discuss the goals and objectives of the project, to establish the lines of communication, as well as gather data necessary to prepare the design documents. A progress meeting will be held to review the Basis of Design Memorandum, and 30-Percent Design deliverable. The kickoff meeting will be attended at the site by the Engineer’s project director, project manager and engineering manager and by teleconference by the technical manager. The progress meetings will be

attended at the site by the project manager and engineering manager and by teleconference by the technical manager.

#### Task 102 – Basis of Design Memorandum/30-Percent Design Deliverable

A Basis of Design Memorandum (BDM) will be prepared to provide design information and project direction. The BDM will establish design criteria, project design schedule, project sequencing plan, control descriptions, and other important project design information. The City's comments will be incorporated and five copies and one electronic copy in PDF format of the Final BDM will be submitted.

#### Basis of Design Memorandum Deliverable

- Draft and Final Basis of Design Memorandum
- Preliminary Opinion of Probable Construction Cost (AACE Level 4)

#### Task 103 – 30-Percent Design Deliverable

The Engineer will prepare 30-percent design drawings and a specifications list to incorporate a UV disinfection system, effluent pumping using screw pumps, cascade aeration structure, FEW pumping system, and a new building to house ancillary equipment and the UV disinfection facility at the CWP. A PDF copy of the 30-percent design deliverable will be provided to the City for review prior to moving forward into final design.

#### Task 104 – UV Vendor Negotiation Assistance

Engineer will provide up to 40 hours of negotiation assistance related to the scope of supply with the UV Disinfection equipment supplier selected by the City. Assistance with discussions via teleconference and/or meetings at the Engineer's office or project site regarding the scope of supply and proposal pricing for equipment will be provided by the project manager or UV Specialist. This task will be provided during both Preliminary Design and Final Design phases of the project.

#### Task 105 – Project Management and Administration – Preliminary Design Phase

Provide project supervision, direction, and coordination with the City's management and staff. Project administration and management also includes budget and schedule control, document control, coordination of activities, monthly invoicing and project close-out. Engineer will maintain a change register of any scope changes affecting the project budget or schedule and review it with the City on a monthly basis. Engineer shall discuss and receive written approval for any scope changes from the City prior to proceeding.

### **PHASE 2 – FINAL DESIGN AND BID SERVICES**

#### Task 201 – Project Meetings

Engineer will attend up to a total of four project meetings with the City. The meetings will be held with the City at the CWP site to update the City on project progress, provide for coordination of design items and obtain feedback on deliverables. Up to two progress meetings will be held to review the design and status of the project. Meetings will correspond with the 60-percent completion milestone, and 90-percent completion milestone. Up to two additional meetings will be held with the City to cover miscellaneous coordination items. The project manager and engineering manager will attend the project meetings.

### Task 202 – Design and Bidding Documents Development

The Engineer will prepare Bidding Documents consisting of drawings and specifications to incorporate a UV disinfection system, effluent pumping using screw pumps, final effluent water pumping system, and a new building to house ancillary equipment and the UV disinfection facility at the CWP. The documents will be prepared for the selection of a construction contractor on a competitive bid basis. One contract will be prepared for the performance of all work, with Contractor responsible for procurement of equipment. The negotiated scope of supply for the UV system will be included in the Bidding Documents with the negotiated price and scope details. The Engineer's Standard Documents will be used for preparation of technical specifications and EJCDC C-700 Standard General Conditions 2016 Edition will be used for the front end documents.

The Components of the design include installation of a UV disinfection system with up to three channels,

Drawings will include:

- General– Cover sheet and Index of Drawings, Abbreviations, Legend and General Notes
- Civil – Civil Legends, Notes and Details, Site Plan, Construction Sequence, Plan and Profile, Grading and Drainage, Erosion and Sediment Control Plan and Details, and Demolition Plan and Details
- Architectural – Legends and Notes, Life Safety Plan, and UV Disinfection Building Plans, Sections and Details
- Structural – Legends and Notes, UV Disinfection and Effluent Pumping Plans, Sections and Details
- Mechanical Process - Legends and General Notes, Plans, Sections and Details
- Building Mechanical – Legends and General Notes, Plans, Sections and Details
- Electrical – Legends and Notes, Power Distribution Functional Diagram, Site Plans, UV Disinfection Building Power Plan, One-Line Diagrams, Schematic Diagrams, and Details
- Instrumentation - Legends and Notes, Control Block Diagrams, P&IDs and Details

Bidding Documents will be reviewed by senior engineers for quality assurance. The review will cover conformance to standards, completeness, adherence to sound engineering practices, and constructability.

Deliverables for the project include:

#### 60-Percent Design Deliverable

- Final Basis of Design Memorandum
- Preliminary Construction Sequencing Plan
- Civil Plans, Sections and Details
- Architectural Plans, Sections and Details
- Structural Plans, Sections and Details

- Mechanical Process Plans, Sections and Details
- Building Mechanical Plans, Sections and Details
- Electrical Site, Power and Lighting Plans
- Instrumentation Diagrams and Control Block Diagrams
- Technical Specifications including concrete, electrical, instrumentation and functional description
- Preliminary Opinion of Probable Construction Cost

#### 90-Percent Design Deliverable

- Construction Sequencing Plan
- Civil Plans, Sections and Details
- Architectural Plans, Sections and Details
- Structural Plans, Sections and Details
- Mechanical Process Plans, Sections and Details
- Building Mechanical Plans, Sections and Details
- Electrical Site, Power and Lighting Plans, Schematics, Details and One-Line Diagrams
- Instrumentation Diagrams and Control Block Diagrams
- Technical Specifications including concrete, electrical, instrumentation and functional description

Five half-size sets of drawings and specifications will be provided to the City at approximately 60- and 90- percent completion milestones (total of 10 sets) for review and comment. The City will provide comments in a comment log table to the Engineer within ten days of receipt of the drawings and specifications. Five half-size sets, and 1 full-size set of the final drawings and specifications will be provided for the City's use, as well as a PDF copy of the Bidding Documents for bidding purposes.

#### Task 203 – Subconsultant Services

##### A. Geotechnical Services

Geotechnical exploratory work such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils, rock formations, and other geophysical phenomena which are required to provide information for design will be performed. Up to two borings will be completed at the project site to a depth of 30 feet. No bedrock coring is included.

A geotechnical report will be produced by a qualified geotechnical firm interpreting the data from the exploratory work and testing and establishing anticipated site conditions. The report will indicate the types and performance of subsurface material that is expected to be encountered, types of excavations to be anticipated and recommendations for footings, foundations, and dewatering.

##### B. Survey Services

A boundary and topographic surveying will be performed by a qualified land surveyor to confirm existing facilities controls and elevations in one contiguous area at the project site north of the aeration basins to the new connection point for the effluent pipe downstream of the existing Parshall flume. The survey will also obtain current site contours and drainage courses; survey control monuments; inverts and locations of gravity storm drains and sanitary sewers; and at grade pavements, fences, walls, etc. Ground surface elevations of the two soil borings will also be provided. Additional surveying services can be provided as a supplemental service.

#### Task 204 – Permits Acquisition Assistance

Engineer will prepare the Construction Permit to EGLE and City Building Permit for the City to submit for approval. Black & Veatch will assist the City by completing permit applications and providing drawings and specifications for permit submittals. The City will be responsible for all permit fees and application costs. Additional permitting assistance can be provided as a supplemental service.

#### Task 205 – Opinion of Probable Construction Cost

The Engineer will prepare an AACE Level 3 Engineer's Opinion of Probable Construction Cost for construction of the project at the 60 Percent Design deliverable. Engineer will prepare an AACE Level 1 Engineer's Opinion of Probable Construction Cost for the project as the final cost opinion. This will be prepared and delivered to the City prior to the Bid opening.

#### Task 206 – Bid Phase Services

Engineer will assist the City with advertising the Invitation to Bid in the local newspaper and on an electronic plan room such that copies of the bidding documents can be obtain by potential Bidders. The City will be responsible for all fees associated with the advertising. The Engineer will assist the City during the Bid Phase by interpreting the construction bidding drawings and specifications. Engineer will lead and prepare for a pre-bid meeting at the City's facility as well as prepare a meeting summary for distribution through the electronic plan room. The pre-bid meeting will be attended by the project manager and engineering manager. The Engineer will prepare up to two addenda to the Construction Bidding Documents for distribution through the electronic plan room, if required.

Engineer will attend the bid opening, make bid tabulations, and review questionnaires and bid documents for completeness. The bid opening will be attended by the engineering manager. Engineer will review the Contractor's bonds and insurance for conformance with the Bidding Documents.

Engineer will provide up to four hardcopies (original and copy for the City, one copy each of the Contractor, Contractor's Surety, Engineer) of the Conformed to Contract (CTC) of the Construction Contract Documents which will include all front end and bid documents as well as insurance and bonds between the contractor and the City of Wyoming. Addenda items and changes to the Construction Contract Documents will not be updated by the Engineer. Engineer will evaluate the bids and prepare a summary memorandum that will be delivered to the City for review. The City will provide direction on selection of Contractor and Engineer will prepare the Contractor's Notice of Award and Notice to Proceed.

### Task 207 – Project Management and Administration – Design and Bidding Phase

Provide project supervision, direction, and coordination with the City's management and staff. Project administration and management also includes budget and schedule control, document control, coordination of activities, monthly invoicing and project close-out. Engineer will maintain a change register of any scope changes affecting the project budget or schedule and review it with the City on a monthly basis. Engineer shall discuss and receive written approval for any scope changes from the City prior to proceeding.

### **PHASE 3 - CONSTRUCTION PHASE SERVICES**

Construction phase services will be provided for 12 consecutive months beginning approximately June 2020. Services beyond 12 months can be provided as a supplemental service.

### Task 301 – Preconstruction Meeting

At a date and time selected by the City and at a facility provided by the City, conduct a preconstruction conference. The Engineer shall prepare an agenda for the conference and prepare and distribute summary notes. The preconstruction conference will include a discussion of the Contractor's tentative schedules, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.

### Task 302 - Construction Administration

The Engineer will perform construction administration services during the construction phase of the project. By performing these services, the Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, except as provided in the Scope of Services. In addition, Engineer shall not be responsible for the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the City, except as provided in the Scope of Services. Engineer shall notify City of any failure of the Contractor to conform to the Construction Contract Documents and specifications which becomes known to Engineer in performing Engineer's obligations hereunder. The following engineering services will be provided under this task:

- Interpret construction contract drawings when requested by the City.
- Review and comment on the Contractor's initial and updated construction schedule and advise the City as to acceptability. Analyze the Contractor's construction schedule, activity sequence, and construction procedures as applicable to the City's ability to keep existing facilities in operation.
- Respond to Requests for Information (RFIs) submitted by the City or Contractor. Engineer will provide responses to RFIs from the Contractor within ten business days of receipt. Responses to requests that involve input from the City may extend longer than ten business days. Up to 50 RFI reviews are included. Additional responses can be provided as a supplemental service.
- Assist the City in review of up to five Change Order requests by the Contractor and prepare up to five Change Orders, if required. Engineer will assist in preparing proposal requests to the Contractor for changes in Scope and will prepare and process Change Orders. Additional Change Order assistance can be provided as a supplemental service.

- Claim support is not included.

#### Task 303 – Construction Progress Meetings

Engineer will attend up to 12 progress meetings, 2 hours each with the Contractor and City at the site by the project manager or engineering manager. Contractor will preside at the meetings and will be responsible for preparing and distributing meeting summary notes.

#### Task 304 – Shop Drawing and Submittal Review

Engineer will review shop drawings and other data submitted by the Contractor as required by the Construction Contract Documents. The Engineer's review shall be for general conformity to the Construction Contract Documents for the project and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The Scope of Services is based on review of up to 75 total submittals/re-submittals. Any submittal reviews beyond one resubmittal will be the Contractor's cost as dictated by the Contract Documents. Additional submittal reviews can be provided as a supplemental service. Engineer will also receive and review certificates of inspection, tests, and approvals which are to be assembled by the Contractor in accordance with the construction Contract Documents and transmit them to the City.

Review of "Substitutes" requests by the Contractor shall follow the requirements of the General Conditions in the Contract Documents. The Engineer will perform such reviews as a supplemental service and will track the time and expenses separately for payment.

#### Task 306 – O&M Manual Update

Prior to the Startup and Commissioning, Engineer's Operations Specialist will prepare an Operations Narrative for the UV and Effluent Pumping modifications and improvements made to the Wyoming CWP. The Engineer will not specify in the construction contract documents that the Work of this task (i.e., system O&M manual updating and system training) be provided by the Construction Contractor. The Operations Specialist will the latest approved submittal or the final approved equipment O&M manuals and record documentation submitted during the contract period.

Engineer's Operations Specialist will prepare an Operations Narrative in the Engineer's format for each process equipment, including but not limited to UV Disinfection and Effluent Pumping. The following topics will be included in the Operations Narrative for each system:

- System Description. Operator-centric description of the system or process with the objective of "connecting" the upstream & downstream processes specific to the system. This section will include a description of the "normal operating mode" as provided by the design memorandum and/or design instrumentation and controls descriptions. Provide a process flow diagram of the system process.
- Controls. Operator-centric descriptions of the local, remote, and auto control modes of the system as applicable.

- Key Performance Indicators. Operator-centric discussion of the key process variables influencing performance.
- Process Troubleshooting. Operator-centric description of the system or process with the objective of providing site specific process control troubleshooting information using flowcharts and/or tables. The Process Troubleshooting guide will not generally address equipment troubleshooting and assumes that equipment troubleshooting will be accessible by the operator through the equipment O&M manual.
- Maintenance Data. Major Components data, manufacturer contact information and maintenance information from the manufacturer's O&M in tabular format. Manufacturer manuals will be listed in a table and the titles will be links to electronic copies of the equipment manufacturer's manuals. Manufacturer O&M Manuals must be provided without security to have them linked.

One Draft of the two Narratives will be provided in pdf format for City review. The final version will contain the updated information from startup and will provided two solid state drives each with the O&M in both word and PDF format to the City.

#### Task 307 – Operations Training

The Engineer's Operation Specialist shall provide two separate 2-hour operations training sessions. Each of the following process systems will be a training topic:

- UV Disinfection
- Effluent Pumping

These training sessions shall be in addition to the training sessions provided separately by the individual equipment manufacturers' retained through the construction contract. The intent of this separate and distinct training is for the Engineer to provide City operations and maintenance staff with operation and maintenance information of the process as a functioning whole. The training materials provided for the training session shall also be considered separate and distinct from the system O&M manual provided as part of Task 308. The system O&M manual shall be coordinated based on the findings of the actual operation of the units and not the expected or theoretical basis of equipment operation. The final updated and corrected system O&M manual and SOPs shall be submitted at the end of this task. Training sessions shall be scheduled on days of the week as approved by the City.

#### Task 308–Startup and Commissioning

Engineer will assist the Construction Contractor during startup and commissioning of the new facilities. Engineer's Operations Specialist or engineer will perform the following prior to and while onsite within two onsite trips lasting up to 10 days:

- Review the Construction Contractor's startup plans and commissioning plans.
- Review the manufacturer's training plan and witness the manufacturer's training.
- Assist with commissioning of the UV system and the Effluent Pumping System.

#### Task 309– Final Inspection

Upon substantial completion, Engineer will conduct an inspection of the project site and prepare a punchlist of items to be completed or corrected by the Contractor before final completion of the project. Engineer will submit results of the inspection to the City and Contractor. Upon completion or correction of the items of work on the punch list, Engineer will conduct one final inspection to determine if the work is completed and provide written recommendations to the City concerning final payment including a list of items, if any, to be completed prior to the making of such payment. Inspections will be conducted by the UV Disinfection specialist and engineering manager.

#### Task 310 – Provide As-Constructed Documents

Upon completion of the project, Engineer will revise the construction contract drawings to conform to the construction records. Revisions to the construction contract drawings will be provided by the Contractor for editing by the Engineer. An electronic copy in AutoCAD and PDF formats of the conformed-to-construction drawings will be provided to the City.

#### Task 311 – Project Management and Administration – Construction Phase

Provide project supervision, direction, and coordination with the City’s management and staff. Project administration and management also includes budget and schedule control, document control, coordination of activities, monthly invoicing and project close-out. Engineer will maintain a change register of any scope changes affecting the project budget or schedule and review it with the City on a monthly basis. Engineer shall discuss and receive written approval for any scope changes from the City prior to proceeding.

### **RESIDENT ENGINEERING AND SITE VISIT OPTIONS**

#### Task 305A – Full-time Resident Project Representative Services and Limited Site Visits

Engineer will make up to three one-day site visits for the UV Disinfection Specialist or Wastewater Process Engineer to review design-related questions and construction conflict or issue resolution. Additional trips may be provided as a supplemental service.

The Engineer shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the Engineer. This service will in no way relieve the Contractor of complete supervision of the Work or the Contractor’s obligation for complete compliance to the Contract Documents. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

Engineer will furnish a Resident Project Representative for a duration of 12 months. The Resident Project Representative will observe the Contractor's work and perform the services listed below. The Resident Project Representative shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the Engineer. This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

1. Site Observations and Liaison with City and Contractor(s)
  - a. Conduct onsite observations of the general progress of the work to assist Engineer in determining if the work is proceeding in accordance with the construction contract documents.
  - b. Serve as Engineer's liaison with the Contractor, working principally through the Contractor's superintendent, and assist Engineer in providing interpretation of the construction contract documents. Transmit Engineer's clarifications and interpretations of the construction contract documents to the Contractor.
  - c. Assist Engineer in serving as City's liaison with the Contractor when the Contractor's operations affect City's onsite operation.
  - d. As requested by Engineer, assist in obtaining from City additional details or information when required at the jobsite for proper execution of the work.
  - e. Report to Engineer, giving opinions and suggestions based on the Resident Project Representative's observations regarding defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts. These opinions and observations are exclusive of special inspections and structural observation to be conducted by others.
  - f. Advise Engineer and the Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by Engineer.
  - g. Monitor changes of apparent integrity of the site, such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed.
  - h. Observe pertinent site conditions when the Contractor maintains that differing subsurface and physical conditions have been encountered, and document actual site conditions. Review and analysis of the Contractor's claims for differing subsurface and physical conditions are supplemental services.
  - i. Review the Contractors' construction sequence for all construction work undertaken simultaneously.
  - j. Verify that the Contractor has contacted utilities in the general construction area and advised them of Contractor's schedule. Assist in coordinating scheduling of utility activities to minimize conflicts with City's activities.
  - k. Establish and furnish the Contractor with necessary baselines and control points that will be used as datum for the work. Actual construction staking will be done by the Contractor.
  - l. Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies that do not conform to the construction contract documents. These inspections are exclusive of special inspection activities performed by others.

- m. Coordinate onsite materials testing services during construction. Copies of testing results will be forwarded to City for review and information. The City will be responsible for fees associated with materials testing. Materials testing contained as part of special inspections are the responsibility of the approved agency conducting such work and reporting is made in accordance with the program for special inspections.
  - n. Observe field tests of equipment, structures, and piping, and review the resulting reports, commenting to Engineer, as appropriate.
2. Outside Liaison and Public Information Services
- a. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project. Record the names of the inspectors, and the results of the inspections, and report to Engineer.
  - b. Provide personnel and facilities for dealing with telephoned or written complaints and other communications related to the construction of the project.
3. Meetings, Reports, and Document Review and Maintenance
- a. Attend the preconstruction conference and assist Engineer in explaining administrative procedures that will be followed during construction.
  - b. Schedule and attend monthly progress meetings, and other meetings with City and the Contractor when necessary, to review and discuss construction procedures and progress scheduling, engineering management procedures, and other matters concerning the project.
  - c. Submit to Engineer, with a copy to City, weekly construction progress reports containing a summary of the Contractor's progress, general condition of the work, problems, and resolutions or proposed resolutions to problems. Special inspections reports are submitted by others per schedule and procedures established in the program for special inspections.
  - d. Review the progress schedule, schedule of shop drawings submissions, and schedule of values prepared by the Contractor, and consult with Engineer concerning their acceptability.
  - e. Report to Engineer regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment; and advise Engineer whether the work should be corrected or rejected, or should be uncovered for observation, or requires additional testing, inspection, or approval. The responsibilities of any special inspector or agent to report deficiencies in accordance with the program of special inspections is not to be amended or altered and may be the basis for the knowledge.
  - f. Review applications for payment with the Contractor for compliance with the established procedure for their submission, and forward them with recommendations to Engineer, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the work.

- g. Record date of receipt of shop drawings and samples. Receive samples that are furnished at the site by the Contractor, and notify Engineer of their availability for examination.
  - h. During the course of the work, verify that specified certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to Engineer for his review and forwarding to City prior to final acceptance of the work. This is exclusive of any verifications contained as part of the program of special inspections.
  - i. Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. This information will be combined with information from the record documents maintained by the Contractor, and a master set of documents conforming to construction records will be produced.
  - j. Review certificates of inspections, tests, and related approvals submitted by the Contractor as required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to verify that their content complies with the requirements of, and the results certified indicate compliance with, the construction contract documents). This service is limited to a review of items submitted by the Contractor and does not extend to a determination of whether the Contractor has complied with all legal requirements. This is exclusive of items contained in the program of special inspections reviewed or verified by others.
  - k. Collect, and organize operation and maintenance data provided by the Contractor(s) and provide a table of contents. Provide two sets to the City.
5. Maintain the following documents at the jobsite.
- a. Correspondence files.
  - b. Reports of jobsite conferences, meetings, and discussions among the Engineer, City, and Contractor.
  - c. Submittals of shop drawings and samples.
  - d. Reproductions of original construction contract documents.
  - e. Addenda.
  - f. Change orders.
  - g. Field orders.
  - h. Additional drawings issued subsequent to execution of the construction contract documents.
  - i. Progress reports.

- j. Names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
6. Maintain a daily diary or log book of events at the jobsite. The diary or log book shall remain the property of Engineer. It will include the following information:
- a. Days the Contractor worked on the jobsite.
  - b. Contractor and subcontractor personnel on jobsite.
  - c. Construction equipment on the jobsite.
  - d. Observed delays and causes.
  - e. Weather conditions.
  - f. Data relative to claims for extras or deductions.
  - g. Daily activities.
  - h. Observations pertaining to the progress of the work.
  - i. Materials received on jobsite.
7. Assistance in Certification of Substantial Completion
- a. Before Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of items observed to require completion or correction.
  - b. Assist Engineer in conducting final inspection in the company of City and the Contractor and prepare a final list of items to be completed or corrected.
  - c. Verify that all items on the final list have been completed or corrected, and make recommendations to Engineer concerning acceptance.

Task 305B – Site Visits and No Resident Engineering Services

Engineer will make periodic visits to the construction site when requested by the City to observe construction and confer with the City or Contractor concerning problems and/or progress of the Work. The Scope is based on a total of nine trips. Six one-day site visits will be performed by the Engineer’s engineering manager, project engineer or construction manager and three one-day site visits for the UV Disinfection Specialist or Wastewater Process Engineer to review design-related questions and construction conflict or issue resolution. Additional trips and full-time resident engineering services may be provided as a supplemental service.

The Engineer shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the Engineer. This service will in no way relieve the Contractor of complete supervision of

Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

### **SUPPLEMENTAL SERVICES**

Any Work requested by City which is not included in the phases as described herein will be considered a Supplemental Service to this Engineering Services Agreement and may be added to the Scope upon mutual agreement to an increase in the contract amount. Supplemental services may include but are not limited to the following:

- Additional meetings, workshops, or presentations with the City.
- Meeting with local, state, federal agencies, or utilities or other affected parties to discuss the project, other than those specifically mentioned.
- Appearances at public hearings or before special boards.
- Providing services in connection with public information and notification of individual property during construction.
- Services from specialty subconsultants.
- Additional strategy support or other related services.
- Analysis of existing structures housing new equipment, and any related modifications needed to bring the structures to current codes, due to greater than expected equipment loads or other unforeseen circumstances.
- Support for the application and administration of any funding sources selected by City staff.
- Additional submittal review.
- Additional site visits other than those specifically listed.
- Code-required special inspections and testing services.
- Claim support.
- Environment assessments or impact reports.
- Training services.
- Additional onsite resident engineering services.
- Photographs or videos of work at the site.
- Monitoring the site or adjacent sites for air quality and/or noise.
- Confined-space evaluations or permits.
- Unforeseen geotechnical conditions requiring specialized engineering.

City of Wyoming  
 Clean Water Plant Ultraviolet Disinfection Design, Construction Phase Services, and Resident Engineering  
 Level of Effort  
 June 27, 2019



| Description   | Project Director | Project Manager | Engineering Manager | QA/QC     | WW Process / O&M | Civil / Mechanical Process | Structural | Architecture | Building Mechanical | Electrical | Instrumentation & Control | Geotechnical | CAD/BIM    | Estimating | Construction Management / Resident | Finance & Administrative | Hours       | Labor               | Subcontractors and Expenses | Total Fee           |
|---|------------------|-----------------|---------------------|-----------|------------------|----------------------------|------------|--------------|---------------------|------------|---------------------------|--------------|------------|------------|------------------------------------|--------------------------|-------------|---------------------|-----------------------------|---------------------|
|   |                  |                 |                     |           |                  |                            |            |              |                     |            |                           |              |            |            |                                    |                          |             |                     |                             |                     |
| Phase 1 - Preliminary Design  | 8                | 40              | 60                  | 16        | 130              | 92                         | 109        | 40           | 21                  | 25         | 103                       |              | 126        | 40         |                                    | 30                       | 851         | \$ 151,321          | \$ 2,001                    | \$ 153,402          |
| Phase 2 - Final Design and Bidding  | 8                | 60              | 130                 | 40        | 50               | 303                        | 379        | 142          | 221                 | 234        | 221                       | 8            | 700        | 80         |                                    | 30                       | 2859        | \$ 435,180          | \$ 36,828                   | \$ 473,008          |
| Phase 3 - Construction Phase Services                                       | 3                | 62              | 157                 |           | 512              | 370                        | 216        | 50           | 50                  | 91         | 143                       |              | 51         |            | 12                                 | 72                       | 1797        | \$ 287,890          | \$ 5,000                    | \$ 292,770          |
| Resident Engineering and Site Visit Options                                 |                  |                 |                     |           |                  |                            |            |              |                     |            |                           |              |            |            |                                    |                          |             |                     |                             |                     |
| Task 305A - Full-time Resident Engineering Services and Limited Site Visits |                  |                 | 5                   | 16        |                  | 36                         |            |              |                     |            |                           |              |            |            |                                    | 2736                     | 2793        | \$ 506,334          | \$ 3,000                    | \$ 512,834          |
| Task 305B - Site Visits and No Resident Engineering Services                |                  |                 | 5                   | 40        |                  | 36                         |            |              |                     |            |                           |              |            |            |                                    |                          | 80          | \$ 15,470           | \$ 3,996                    | \$ 22,444           |
| <b>Total Option 1: Phases 1, 2 and 3 with 305A</b>                          | <b>19</b>        | <b>167</b>      | <b>371</b>          | <b>64</b> | <b>734</b>       | <b>794</b>                 | <b>704</b> | <b>243</b>   | <b>302</b>          | <b>350</b> | <b>467</b>                | <b>8</b>     | <b>877</b> | <b>120</b> | <b>2748</b>                        | <b>132</b>               | <b>8100</b> | <b>\$ 1,381,525</b> | <b>\$ 48,387</b>            | <b>\$ 1,432,912</b> |
| <b>Total Option 2: Phases 1, 2 and 3 with 305B</b>                          | <b>19</b>        | <b>167</b>      | <b>403</b>          | <b>64</b> | <b>734</b>       | <b>794</b>                 | <b>704</b> | <b>243</b>   | <b>302</b>          | <b>350</b> | <b>467</b>                | <b>8</b>     | <b>877</b> | <b>120</b> | <b>112</b>                         | <b>132</b>               | <b>5396</b> | <b>\$ 892,869</b>   | <b>\$ 48,753</b>            | <b>\$ 942,622</b>   |

ORDINANCE NO. 17-19

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CITY CODE BY ADDING  
SUBSECTION (120) TO REZONE 5160 AND 5190 BYRON CENTER AVE SW  
FROM B-1 TO PUD-4

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is amended by adding subsection (120) to read as follows:

(120) "The Retreat":

(a) To rezone the following described property at 5160 and 5190 Byron Center Ave SW from the B-1 Local Business District to PUD-4 General Planned Zoning District:

DESCRIPTION OF PARCEL 1:

PART OF THE SW 1/4. SECTION 27, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SW COMER OF SAID SECTION 27; THENCE N01°19'23"W 293.70 FEET ALONG THE WEST LINE OF SAID SW 1/4; THENCE N88°40.37"E 50.00 FEET TO THE EAST LINE OF BYRON CENTER AVENUE AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE N01 °19'23"W 162.69 FEET ALONG SAID EAST LINE; THENCE S8B004'19"E 199.88 FEET; THENCE N01°19'23"W 140.14 FEET; THENCE S87°55'44"E 15.09 FEET; THENCE N01°19'23"W 274.17 FEET; THENCE S87°55'44"E 503.16 FEET; THENCE S01 °19'23"E 841.12 FEET; THENCE N87°55' 44"W 390.03 FEET ALONG THE NORTH LINE OF 52ND STREET; THENCE N01°19'23"W 283.04 FEET; THENCE SB8°40'37"W 327.56 FEET TO THE PLACE OF BEGINNING. CONTAINS 9.793 ACRES.

DESCRIPTION OF PARCEL 2:

PART OF SW 1/4 COM AT SW COR OF SEC TH N 1D 19M 23S W ALONG W SEC LINE 293.70 FT TH N 88D 40M 37S E 50.0 FT TO E LINE OF BYRON CENTER AVE & TO BEG OF THIS DESC - TH N 88D 40M 37S E 327.56 FT TH S 1D 19M 23S E 283.04 FT TO N LINE OF 52ND ST TH N 87D 55M 44S W ALONG SD N LINE 28.22 FT TO E LINE OF W 350 FT OF SW 1/4 TH N 1D 19M 23S W ALONG SD E LINE 7.01 FT TH N 87D 55M 44S W ALONG N LINE OF SD ST 274.91 FT TH N 44D 37M 33S W 36.39 FT TO E LINE OF BYRON CENTER AVE TH N 1D 19M 23S W ALONG SD E LINE 231.60 FT TO BEG \* SEC 27 T6N R12W 2.00 A.

(b) This rezoning is conditional upon all development being consistent with the overall development plan for The Retreat project as approved by the City's Planning Commission at its meeting of October 1, 2019, consisting of 4-page project narrative and the following 9 pages of drawings and renderings, and including all conditions included by the Planning Commission:

- (1) An elevation drawing entitled "View from Byron Center" with the name of the developer, American Kendall Property Group, LLC below it;
- (2) 2 elevation drawings entitled, "View from 52<sup>nd</sup> Street;"
- (3) An elevation drawing entitled, "Arboretum Parkway Building Type 1 – Front Elevation" American Kendall Group 08/03/16;
- (4) An elevation drawing entitled, "Arboretum Parkway Building Type 1 – Rear Elevation" American Kendall Group 08/03/16;

(5) A rendering dated September 23, 2019 prepared by Nederveld entitled, “The Retreat” and “Illustrative Site Plan Rendering;”

(6) A drawing prepared by Nederveld dated 09.23.19, Project No. 19400951, Sheet No. C-201, entitled “Existing Site Conditions Plan;”

(7) A drawing prepared by Nederveld dated 09.23.19, Project No. 19400951, Sheet No. C-205, entitled “Concept Site Layout Plan;” and

(8) A drawing prepared by Nederveld dated 09.23.19, Project No. 19400951, Sheet No. C-300, entitled “Concept Utility Plan.”

Section 2. This ordinance shall take effect on \_\_\_\_\_, 2019.

\_\_\_\_\_  
Kelli A. Vandenberg  
Wyoming City Clerk

Ordinance No. 17-19

October 2, 2019

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request to grant a rezone from B-1 to PUD-4. The property is located at 5160 and 5190 Byron Center Avenue SW. (Section 27) (American Kendall Property Group, LLC)

Recommendation: To grant the PUD-4 rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at a special meeting on October 1, 2019. A motion was made by Smart, supported by VanDuren, to grant a rezone to a PUD-4 and recommend the same to City Council. The motion passed 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 petitioner proposes to rezone 11.79 acres from B-1 to PUD-4. The PUD-4 request includes a conceptual plan to develop a 172-unit multifamily home project. With City Council approval, a detailed site plan meeting all ordinance requirements will be submitted to the Planning Commission for approval prior to any development.

The property is currently zoned B-1 and has remained vacant since it was separated from the Pines Golf Course and rezoned in 2002 to allow for anticipated commercial development. The development, a prospective grocery store, never materialized, and the property has received little interest from commercial developers since.

Since 2002, the panhandle portion of our community has changed dramatically. The Metro Health campus, industry along Gezon Parkway, and Rivertown Mall have all developed and become prosperous commercial and employment nodes. The subject property is uniquely situated between these employment and commercial areas and is ideal for a residential development with its proximity to local jobs, the Rapid Bus line, and other supportive amenities.

Wyoming's 2013 Analysis to Impediments (AI) and Fair Housing Choice and Housing Needs Assessment confirmed the City needs more housing diversity throughout the entire community. Staff is currently working on updating both the City's Master Plan and the Analysis to



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

**Jack A. Poll, Mayor**

Impediments and Fair Housing Choice and Housing Needs Assessment and preliminary data reinforces and continues to prioritize the 2013 results showing a lack of diverse housing stock for our residents, including the development of apartment homes at all price points.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a large, stylized initial "N".

Nicole Hofert, City Planner  
Department of Community Services

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

## NARRATIVE

### The Retreat

#### **OVERVIEW**

*The proposed development, The Retreat, will employ time-honored neighborhood planning principles to establish a vibrant sense of community. With its architecturally distinctive buildings nestled along walkable, pedestrian-friendly streets, at a Ride the Rapid bus stop, and close to the Kent Trail system, the proposed The Retreat will be an attractive destination for new residents, shoppers, adventurers, and young talent.*

#### **SECTION 90-416C NARRATIVE STATEMENT**

*Provide better housing, employment and shopping opportunities particularly suited to the needs of the residents of the city;*

The Retreat provides the Byron Center Avenue Corridor updated and upscale housing that has not been built in close to two decades. Part of the vitality of a city is to keep its housing stock in each housing submarket updated to offer employers places where their employees can live and live well. This in turn helps assure the new retail developments in the City of Wyoming stay vibrant with more shoppers.

*Preserve existing natural assets, such as stands of trees, floodplain, open fields, wetlands, lakes, streams and the like;*

Tree preservation techniques will be employed along the northern property line and one area along the western property line. The developer intends to identify existing trees with calipers greater than five inches, 20 feet or greater from a building, and not within an area needed for a sidewalk or water, sanitary or stormwater extension or line. During the construction period, staked barriers will be installed outside the drip area of the identified tree to be preserved to protect them from damage during construction and utility installation.

*Encourage the utilization of open space and development of recreational amenities generally located within walking distance of all living units;*

The development plan centrally locates the clubhouse and surrounding pool, deck, outdoor kitchen, and pergola, while sidewalks and courtyards encourage the residents to walk there rather than ride. The courtyard also will feature an attractive gazebo as its focal point.

The Retreat has approximately 30%, or 3.5 acres, of open space as defined by the PUD-4 ordinance. Under R-4 zoning, the open space requirement is 20%, or 2.4 acres. The Retreat provides 50% more than straight zoning would require. Please see the Open Space Exhibit and its General Notes in the submittals.

*Encourage the efficient use of land by facilitating economical and suitable arrangements for buildings, streets, utilities and other land use features; and*

Maximizes use of existing investment in roadway, water and sewer infrastructure. Together with landscaping, the site plan shields parking from neighboring streets and single family homes by having them on the interior. As mentioned below, the stormwater detention for the site is designed to be a water feature uniquely located at the corner. More often than not, stormwater detention for commercial uses are buried underground to increase visibility of the parking field.

*Offer a unique attribute of development not achievable under conventional zoning requirements.*

The PUD-4 allows the commitment of quality architecture and other detail design features that conventional zoning does not require absent a development agreement. The result is a commitment to higher quality design. The Retreat's PUD will contain commitments to the building elevations in addition to masonry and cement fiber siding.

### **SECTION 90-416C      RECOGNIZABLE PUBLIC BENEFIT**

The PUD shall achieve recognizable and substantial benefits that may not be possible under the existing zoning classification(s). At least two (2) of the following benefits shall be accrued to the community as a result of the proposed PUD:

*Preservation of significant natural features that would not be preserved under a conventional development.*

The Retreat's development plan cites an attractive water feature directly at the corner of Byron Center and 52<sup>nd</sup> Street. This pond will be used for stormwater retention. Conventional commercial zoning would likely have the stormwater facilities buried since commercial land is more expensive and visibility of surface parking more highly valued than water features.

Also, as noted elsewhere, the northern buffer area of the site plan will protect existing significant tree through the use of tree preservation techniques during construction.

*Preservation of common open space beyond the minimum required,*

The Retreat offers more open space than the minimum required under R-4 zoning. The Retreat has approximately 29%, or 3.4 acres, of open space as defined by the PUD-4 ordinance. Under R-4 zoning, the open space requirement is 20%, or 2.4 acres. The Retreat provides 45% more than straight zoning would require. Please refer to the General Notes on the Open Space Exhibit.

In addition to the pool deck, outdoor kitchen and pergola near the club house, the Retreat offers courtyards accessible by sidewalk. The main courtyard will have a gazebo as its focal point. Its architecture would complement the surrounding buildings. The water feature at the corner of Byron Center and 52<sup>nd</sup> Street will also have a pocket park, or viewing area, with a bench and landscaping. The mix of two and three buildings allows for green space rather than a development of just two-story buildings.

*Connectivity of preserved open space with adjacent open space, greenways or public trails,*

The Retreat is located a half mile east of the Kent Trail System. Kent Trails is a 15 mile, non-motorized paved trail that is a collaborative effort between Kent County Parks, the cities of Grand Rapids, Grandville, Walker, and Wyoming and Byron Township. A resident of The

Retreat could avoid most automobile traffic and bike for groceries at Target or even Meijer with the trail system providing the overwhelming majority of the travel.

*Connectivity of residential uses with adjacent dedicated public transit options,*

The Retreat is located on The Rapid's route 16, Wyoming/Metro Health. The Rapid is the greater Grand Rapids area public transit system. Route 16 connects downtown Grand Rapids with the Metro Health Village a mile south of The Retreat. Route 16 runs north and south on Byron Center Avenue and has bus stops at the northwest and southeast corners of its intersection with 52<sup>nd</sup> Avenue.

Metro Health Village is a 170-acre health care village. It is the first suburban hospital in the region. It's an entire community of support services, retail shops, restaurants and more, with the 208-bed Metro Health Hospital at its center.

The Retreat's resident profile will attract a range of well-educated, young professionals and highly skilled workers, ages 22 to 32, that prefer a life style of convenience and activity. They prefer to rent versus being owners. "Millennials are multimodal, they choose the best transportation mode (driving, transit, bike, or walk) based on the trip they are planning to take. Communities that attract Millennials have a multitude of transportation choices, as proven by Millennial hotspots, popular zip codes where residents have self-selected into a multi-modal lifestyle." Millennials & Mobility: Understanding the Millennial Mindset, a study by American Public Transportation Association (APTA).

**EXISTING OWNERSHIP**

The existing owners of the subject parcel is **52<sup>ND</sup>/BYRON, LLC and BYRON INVESTORS, LLC**, Michigan limited liability companies, whose mailing address is 301 Hoover Boulevard, Suite 300, Holland, MI 49423-3776. The former owns the two acres at the corner, while the latter owns the balance 9.79 acres. They are affiliated entities.

**EXPLANATION OF PUD/STRAIGHT ZONING DEVIATION**

The Retreat is comprised of fourteen two- and three-story buildings. It has no more than 172 units, notwithstanding the unit count on the submittals. The Development Review Team required the two northernmost buildings to be two-story. This reduced the unit count to 172.

The Retreat has two, eight-unit/two story, eight eleven-unit/three story and four seventeen-unit/two story buildings. The total is 172 units.

The Retreat has a gross density of 14.59 units per acre (172 units by 11.79 acres).

The PUD-4 zoning allows the City of Wyoming to require commitments to building materials, land use intensity (building number, unit number, and type) and overall design absent a development agreement. The Retreat deviates from R-4 zoning by committing to quality design not otherwise required by R-4 zoning unless there is a development agreement.

Minimum required parking ratio per residential unit is 1.3 spaces. The provided surface parking meets this minimum since there are 224 spaces or about 1.30 spaces per unit. Eight are barrier free and the

balance, 216, are surface spaces. However, there are also 90 single-car, garages with remote control interior to the apartment buildings (“Attached Garages”). Forty percent of the Attached Garages are “direct access”. This means the residents enter directly from their garage into their apartment home bypassing a common corridor. This feature, together with the other 60% of Attached Garages, is essential to making The Retreat the highest end, suburban apartment development west of US-131 in Michigan. With 52% of The Retreat’s apartment homes having attached garages, it is a step higher than The Haven’s 33%. Total proposed onsite parking (surface spaces plus garage spaces) is 314 parking spaces or 1.82 spaces per unit.

### **PHASING**

The Retreat will be built in one phase with construction starting in the Spring of 2020. Construction is expected to be substantially complete approximately twenty months later or by the end of Winter in 2022.

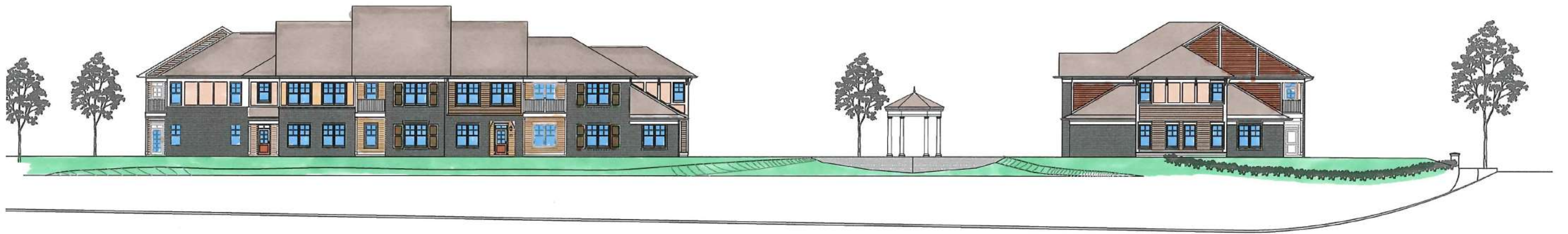
### **BUILDING MATERIALS/OPEN SPACE**

The Retreat’s building materials will be substantially the same as The Haven. That is, exteriors will be a combination of cement fiber and masonry brick. Other than small applications like soffets and balcony railing, there will be no use of vinyl or PVC as an exterior material.

As mentioned above, The Retreat offers more open space than the minimum required under R-4 zoning. The Retreat has approximately 30%, or 3.5 acres, of open space as defined by the PUD-4 ordinance. Under R-4 zoning, the open space requirement is 20%, or 2.4 acres. The Retreat provides 50% more than straight zoning would require. Please refer to the General Notes on the Open Space Exhibit.

### **TRAFFIC IMPACT ANALYSIS**

A traffic impact analysis is being prepared. A copy will be provided to the City of Wyoming shortly after the zoning application is submitted.



# VIEW FROM BYRON CENTER

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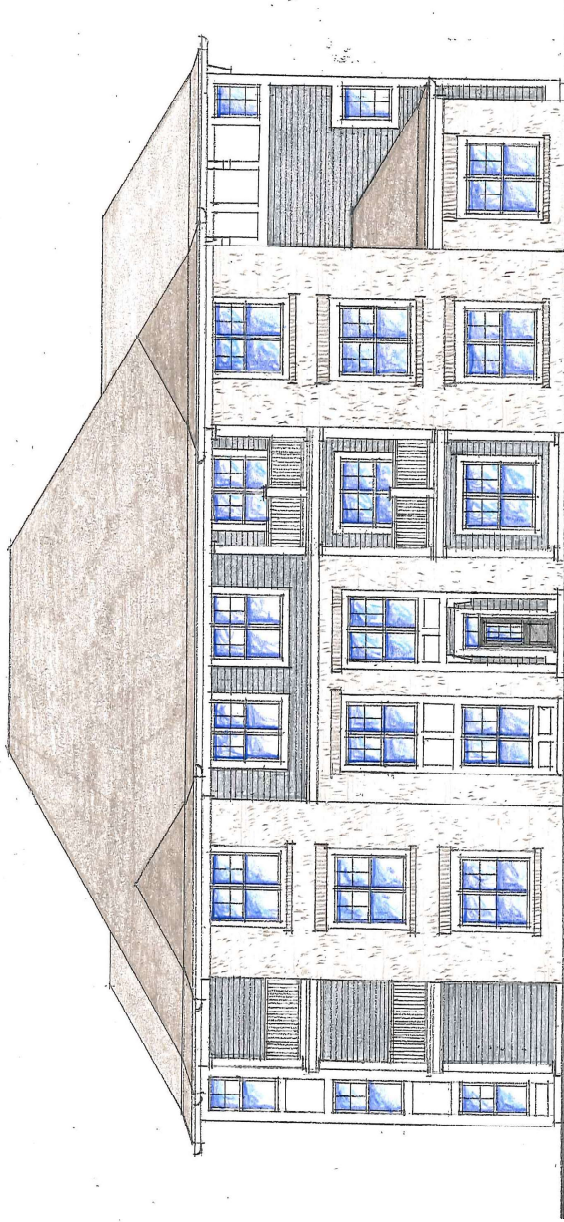
AMERICAN KENDALL PROPERTY GROUP LLC.



V I E W   F R O M   5 2 N D   S T R E E T



V I E W   F R O M   5 2 N D   S T R E E T

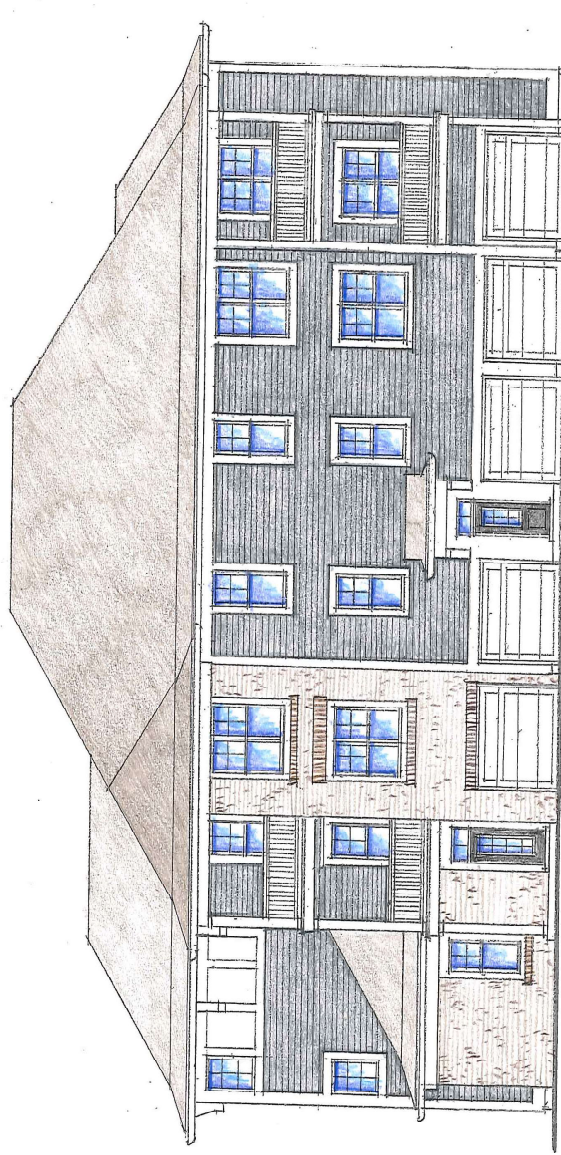


Arboretum Parkway Building Type 1 – Front Elevation

American Kendall Property Group

Scale: 3/32" = 1'-0"

08/03/16



Arboretum Parkway Building Type 1 – Rear Elevation

American Kendall Property Group

Scale: 3/32" = 1'-0"

08/03/16



**LEGEND**

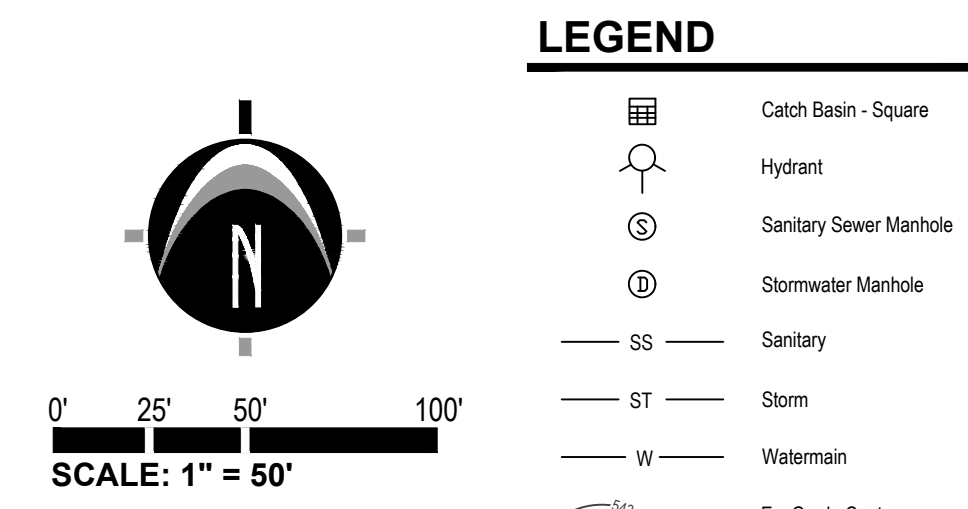
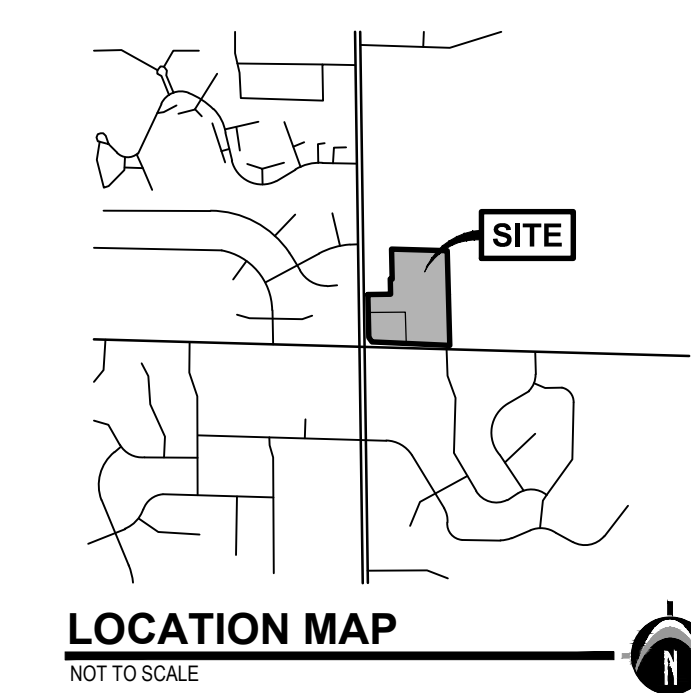
- ① SITE ACCESS
- ② CLUBHOUSE, POOL & GRILL
- ③ 17 UNIT BUILDING
- ④ 8 UNIT BUILDING
- ⑤ 11 UNIT BUILDING
- ⑥ MAIL KIOSK
- ⑦ TRASH COMPACTOR
- ⑧ CONCEPT PLANTINGS
- ⑨ TREE PRESERVATION AREA
- ⑩ STORMWATER DETENTION
- ⑪ OPEN SPACE

**NOTES**

|                   |   |   |
|-------------------|---|---|
| Site Location:    | = | 52nd St & Byron Center Ave<br>City of Wyoming, MI |
| Site Area         | = | 11.79 ac.   |
| Unit Total        | = | 172   |
| 8 unit bldgs (2)  | = | 16  |
| 11 unit bldgs (8) | = | 88  |
| 17 unit bldgs (4) | = | 68  |

September 23, 2019 north 0' 25' 50' 100' scale: 1"=50'





**LEGAL DESCRIPTION**

**DESCRIPTION OF PARCEL 1:**  
 PART OF THE SW 1/4, SECTION 27, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID SECTION 27; THENCE N01°19'23"W 293.70 FEET ALONG THE WEST LINE OF SAID SW 1/4; THENCE N88°40'37"E 50.00 FEET TO THE EAST LINE OF BYRON CENTER AVENUE AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE N01°19'23"W 162.69 FEET ALONG SAID EAST LINE; THENCE S88°04'19"E 199.88 FEET; THENCE N01°19'23"W 140.14 FEET; THENCE S87°55'44"E 15.09 FEET; THENCE N01°19'23"W 274.17 FEET; THENCE S87°55'44"E 503.16 FEET; THENCE S01°19'23"E 841.12 FEET; THENCE N87°55'44"W 390.03 FEET ALONG THE NORTH LINE OF 52ND STREET; THENCE N01°19'23"W 283.04 FEET; THENCE S88°40'37"W 327.56 FEET TO THE PLACE OF BEGINNING. CONTAINS 9.793 ACRES.

**DESCRIPTION OF PARCEL 2:**  
 PART OF SW 1/4 CORN AT SW COR OF SEC TH N 1D 19M 23S W ALONG W SEC LINE 293.70 FT TH N 88D 40M 37S E 50.0 FT TO E LINE OF BYRON CENTER AVE & TO BEG OF THIS DESC - TH N 88D 40M 37S E 327.56 FT TH S 1D 19M 23S E 283.04 FT TO N LINE OF 52ND ST TH N 87D 55M 44S W ALONG SD N LINE 28.22 FT TO E LINE OF W 350 FT OF SW 1/4 TH N 1D 19M 23S W ALONG SD E LINE 7.01 FT TH N 87D 55M 44S W ALONG N LINE OF SD ST 274.91 FT TH N 44D 37M 33S W 36.39 FT TO E LINE OF BYRON CENTER AVE TH N 1D 19M 23S W ALONG SD E LINE 231.60 FT TO BEG \* SEC 27 T6N R12W 2.00 A.

**NEDERVELD**  
 www.nederveld.com  
 800.222.1868  
**GRAND RAPIDS**  
 217 Grandville Ave., Suite 302  
 Grand Rapids, MI 49503  
 Phone: 616.575.5190

ANN ARBOR  
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 ST. LOUIS

**PREPARED FOR:**  
 American Kendall Property Group, LLC  
 Mike Speedy  
 3600 Woodview Trce  
 Suite 130  
 Indianapolis, IN 46268  
 Phone: 317.697.6500

**REVISIONS:**

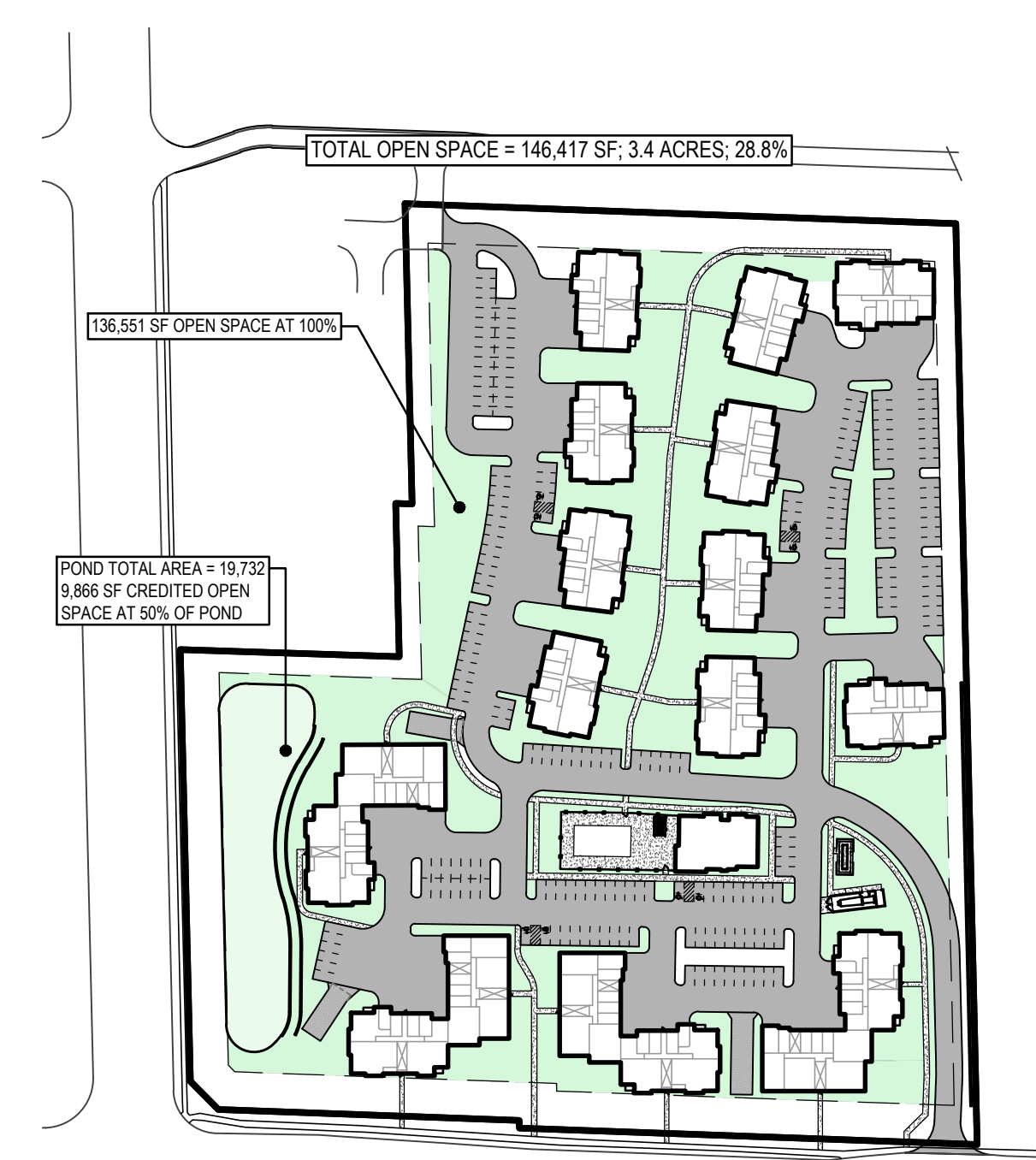
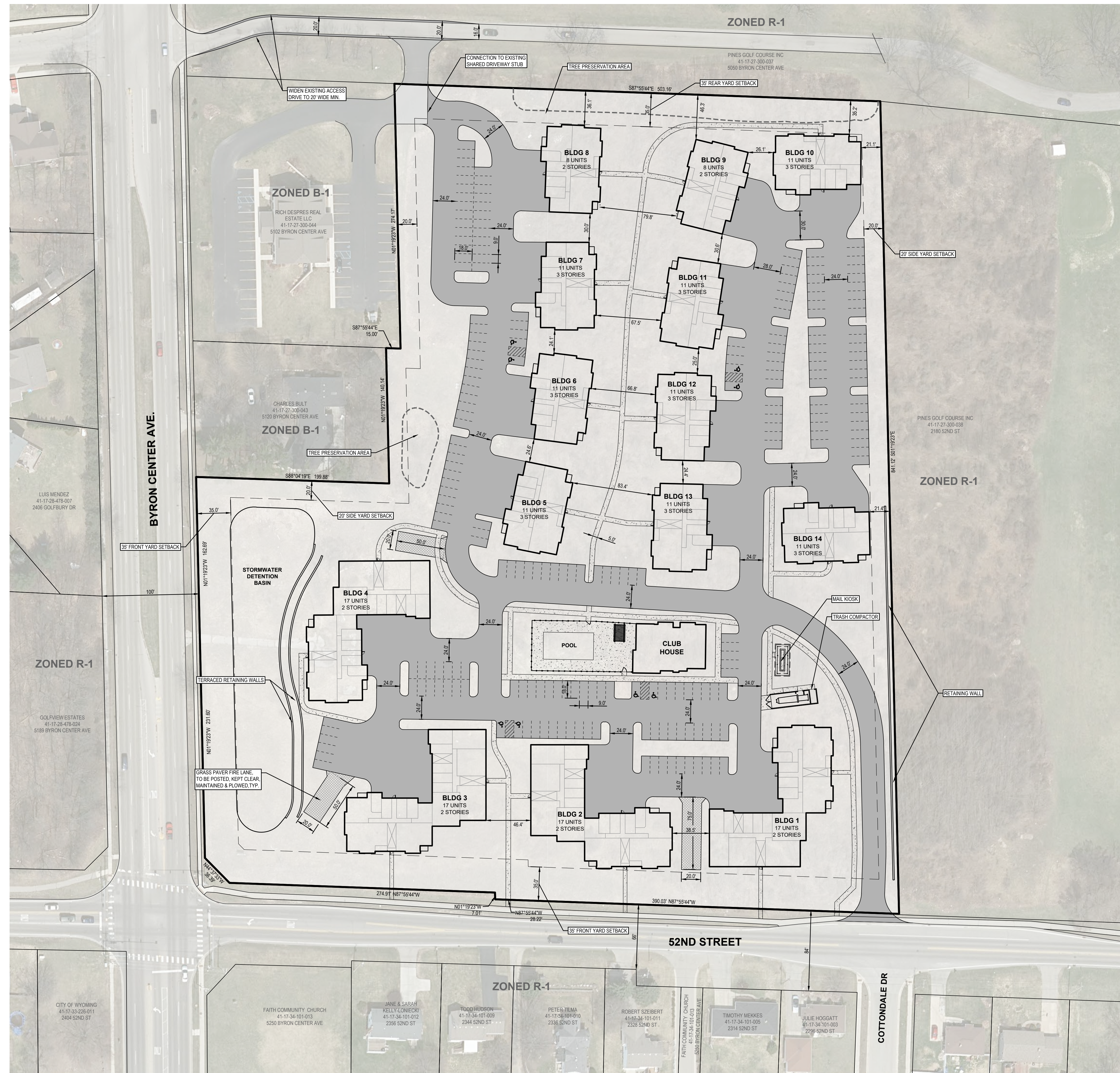
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|--------------------------------|-------------|----------------|
| Title: Concept PUD Submittal   | Checked: RB | Date: 09.03.19 |
| Drawn: JM                      | Checked: RB | Date: 09.03.19 |
| Title: Concept PUD Resubmittal | Checked: RB | Date: 09.23.19 |
| Drawn: JM                      | Checked: RB | Date: 09.23.19 |

**THE RETREAT**  
 PROPOSED PUD-4  
**Existing Site Conditions Plan**  
 52ND ST. & BYRON CENTER AVE.  
 PART OF THE SOUTHWEST 1/4 OF SECTION 27, T6N, R12W,  
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

**STAMP:**

**PROJECT NO:**  
 19400951

**SHEET NO:**  
**C-201**

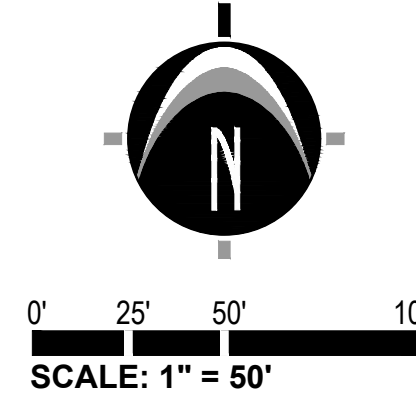


**OPEN SPACE EXHIBIT**  
SCALE: 1" = 150'

**GENERAL NOTES**

- PROPOSED ZONING OF PROPERTY: PUD-4 R-4 ZONING REQUIREMENTS  
 SETBACKS  
 A) FRONT YARD = 35 FT.  
 B) SIDE YARD = 20 FT.  
 C) REAR YARD = 35 FT.  
 D) MIN. BLDG SEPARATION = 24 FT.
- SUMMARY OF LAND USE:  
 A) TOTAL ACREAGE = 11.79 ACRES (EXCLUDING R.O.W.)  
 B) UNIT TOTAL = 172 UNITS  
 • 8 UNIT BLDGS (2) = 16 UNITS  
 • 11 UNIT BLDGS (8) = 88 UNITS  
 • 17 UNIT BLDGS (4) = 68 UNITS  
 C) AREA OF PROPOSED BUILDING = 94,727 SQ. FT.  
 D) OPEN SPACE REQUIRED = 20% OR 2.4 ACRES  
 E) OPEN SPACE PROVIDED = 28.8% OR 3.4 ACRES  
 F) GROSS PAVEMENT AREA = APPROX. 149,950 SQ. FT.  
 G) GROSS CONCRETE AREA = APPROX. 16,800 SQ. FT.  
 H) ZONING OF PARCELS TO NORTH, SOUTH AND EAST = R-1 ZONING OF PARCELS TO WEST = B-1 & R-1
- PARKING REQUIREMENTS:  
 A) MINIMUM REQUIRED SPACE PER CITY = 9x18' (24' AISLE)  
 B) TYPICAL PARKING SPACE PROVIDED = 9x18' (24' AISLE)  
 C) NUMBER OF SPACES REQUIRED = 224 SURFACE SPACES (CITY ALLOWED @ 1.3 SPACES/UNIT PER PUD-4 ORD.)  
 D) NUMBER OF SPACES PROVIDED = 224 SURFACE SPACES (INCLUDING 8 BF SPACES) AND 90 GARAGE SPACES
- THIS PROJECT IS NOT LOCATED IN THE 100 YEAR FLOOD PLAIN, BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAPS
- BEST MANAGEMENT PRACTICES WILL BE UTILIZED DURING AND AFTER CONSTRUCTION OF THE PROJECT. MEASURES WILL INCLUDE THE USE OF SEEDING AND MULCHING, SEDIMENT INLET FILTERS, COMPACTION AND PAVING. THE OWNER OF THE SUBJECT PARCEL SHALL HAVE THE RESPONSIBILITY TO MAINTAIN THE PERMANENT SOIL EROSION PROTECTION MEASURES.
- UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.
- ALL LIGHTING SHALL BE SHIELDED FROM ALL ADJACENT PROPERTIES. PROPOSED LIGHTING SHALL CONSIST OF WALL MOUNTED LIGHTS AND LIGHT POLES, BOTH FITTED WITH FULL CUT-OFF TYPE FIXTURES.

- LEGEND**
- PROPOSED BITUMINOUS (STANDARD DUTY)
  - PROPOSED CONCRETE (STANDARD DUTY)



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**PREPARED FOR:**  
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Mike Speedy  
3600 Woodview Trce  
Suite 130  
Indianapolis, IN 46268  
Phone: 317.697.6500

**REVISIONS:**

|                                |             |                |
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| Title: Concept PUD Submittal   | Checked: RB | Date: 09.03.19 |
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| Drawn: JM                      | Checked: RB | Date: 09.23.19 |

**THE RETREAT**  
PROPOSED PUD-4  
**Concept Site Layout Plan**  
52ND ST. & BYRON CENTER AVE.  
PART OF THE SOUTHWEST 1/4 OF SECTION 27, T6N, R12W,  
CITY OF WYOMING, KENT COUNTY, MICHIGAN

**STAMP:**

**PROJECT NO:**  
19400951

**SHEET NO:**  
**C-205**

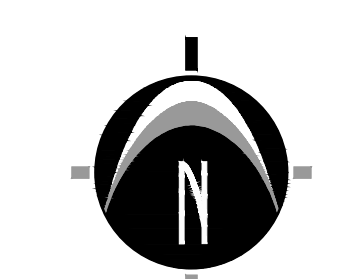
**PREPARED FOR:**  
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Phone: 317.697.6500

**REVISIONS:**  
Title: Concept PUD Submittal  
Drawn: JM Checked: RB Date: 09.03.19  
Title: Concept PUD Resubmittal  
Drawn: JM Checked: RB Date: 09.23.19



**LEGEND**

- EX. GRADE CONTOUR
- PROPOSED BITUMINOUS (STANDARD DUTY)
- PROPOSED CONCRETE (STANDARD DUTY)
- PROP. STORM SEWER
- PROP. SANITARY SEWER
- PROP. WATERMAIN



0' 25' 50' 100'  
SCALE: 1" = 50'

**THE RETREAT**  
PROPOSED PUD-4  
**Concept Utility Plan**  
52ND ST. & BYRON CENTER AVE.  
PART OF THE SOUTHWEST 1/4 OF SECTION 27, T6N, R12W,  
CITY OF WYOMING, KENT COUNTY, MICHIGAN

**STAMP:**

**PROJECT NO:**  
19400951

**SHEET NO:**  
**C-300**

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING  
PLANNING COMMISSION AT ITS REGULAR MEETING OF OCTOBER 15, 2019

PLANNING COMMISSION  
MEETING MINUTES OF  
CITY COUNCIL CHAMBERS  
CITY OF WYOMING, MICHIGAN

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

MEMBERS ABSENT:

STAFF PRESENT: Rynbrandt, Director of Community Services  
Hofert, City Planner  
Brock-Knoper, Recording Secretary  
Henckel, Engineering

Chairman DeLange called the meeting to order at 7:00 PM.

APPROVAL OF MINUTES

As this was a special meeting of the Planning Commission, no minutes were approved. The minutes of the September 17, 2019 Planning Commission meeting will be approved at the next regular meeting on October 15, 2019.

APPROVAL OF AGENDA

The agenda was approved as presented.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

No public comment.

AGENDA ITEM NO. 1

Request for Rezone from B-1 to PUD-4. The property is located at 5160 and 5190 Byron Center Avenue SW. (Section 27) (American Kendall Property Group, LLC).

Chairman DeLange opened the public hearing at 7:01 pm.

Charles Bolt, 5120 Byron Center Ave, introduced himself. Mr. Bolt said that his house would be surrounded by the project if it is approved. He stated that the property had been rezoned to a commercial use for a specific reason and that at that time there was a lot of medical offices moving into the area. He stated he is concerned about traffic and crime. His wife Cynthia agreed.

Chairman DeLange closed the public hearing at 7:05 pm.

Hofert presented details on the property and proposed development. The project is proposed to be a 172-unit apartment development consisting of 14 apartment buildings and a clubhouse. Buildings will be a mix of two- and three-story buildings with varied roof lines, high quality finishes, including brick and a commitment by the developer to restrict the use of vinyl application to soffits and balcony railings. The development will provide a range of 1, 2, and 3-bedroom apartments, with anticipated price points ranging from \$1,200 - \$1,800 a month. Natural features will include 3.4 acres of green space (8.8% beyond requirements), a pond feature, and a commitment to preserve identified existing trees. The proposed project is referred to as "The Retreat."

Hofert explained that this parcel was originally part of the Pines Golf Course but was rezoned to B-1 along with two other properties in 2002. Specifically for a high intensity use of an anticipated grocery store. It was noted that residential use, including multifamily homes, is a less intensive use in comparison. Following the rezone, the anticipated commercial development never occurred, and the site has remained vacant.

Hofert explained that with a PUD-4 rezone the following "Qualifying Conditions" are considered:

Qualifying Conditions

- (a) Location- The proposed site meets the location requirements.
- (b) PUD Purpose- The proposed project achieves a stronger development for the community than would be required under the R-4 zoning.
  - The project includes a commitment to provide 28.8% (3.4 acres) of total greenspace as defined in the PUD-4.
  - The design of the site provides amenities within walking distance of all units.
  - The project preserves existing natural assets, while providing a housing type that is limited in Wyoming.
  - The project achieves more than three of the required purposes listed in *Section 90-416C*.
- (c) Size- The project site is 11.79 acres and meets the minimum size requirement.
- (d) Residential Density- The proposed density is 14.58 dwelling units/acre. Per *Table 90-420C(2) Permitted Maximum Density by PUD Size*, the maximum permitted density without a density bonus for PUD's ranging from 5.1 – 35 acres is 18 dwelling units /acre.

The proposed PUD falls under the maximum permitted density.

- (e) Housing Variety- Wyoming is a predominantly single-family detached home community with limited opportunities for residents desiring to live in multi-family developments. The proposed project will add 172 apartment units to the rental market in Wyoming, helping to further diversify Wyoming's housing options.
- (f) Utilities- The PUD will be served by public water and sanitary sewer facilities. Russ Henckel, Deputy Public Works Director – Engineering, affirmed that the preliminary model results for the City of Wyoming sanitary sewer study show adequate capacity to accommodate the proposed development at the NE quadrant of Byron Center and 52nd Street. Newer developments are using less water and producing less sewage than previous design estimates required. The study will make additional recommendations when finalized; based on current information the development works within the existing system.
- (g) Ownership and Control- This condition has been met. The owners of the parcels are 52<sup>nd</sup>/Byron, LLC and Byron Investors, LLC.

Hofert explained that the property owner is party to this request, and that this requirement has been satisfied.

- (h) Recognizable Public Benefit- At least two public benefits must be achieved. The following benefits will be accrued to the community as a result of the proposed PUD:
  - (i) Preservation of significant natural features that would not be preserved under a conventional development- The developer has committed to the use of tree preservation techniques and has identified areas of the site where existing trees will be retained.
  - (ii) Preservation of common open space beyond the minimum required- The PUD-4 zoning requires a minimum of 20% of the PUD be preserved for common open space. The proposed development includes 28.8% common open space. This includes a pond as well as natural areas and open grass areas. Per the PUD-4 requirements, only 50% of the total area of the pond was included in the open space calculation.
  - (iii) Connectivity of preserved open space with adjacent open space, greenways or public trails- The proposed project is located ½ mile east of the Kent Trails system and ¼ mile west of Gezon Park.
  - (iv) Connectivity of residential uses with adjacent dedicated public transit options- The proposed project site is located on The Rapid's route 16, Wyoming/Metro Health. This route connects this site to two major employment centers in the Grand Rapids Metro Area (Downtown Grand Rapids and the University of

Michigan Metro Health campus). The bus stops are located on the northwest and southwest corners of Byron Center Ave SW at 52<sup>nd</sup> Street SW.

Hofert also outlined the PUD-4 parking requirements and explained that the applicant was requesting a parking modification to allow 1.82 spaces per residential unit. The ordinance requires a minimum of 1.3 parking spaces per residential unit and a maximum of 1.5 parking spaces per residential unit. Based on discussions with the developer, Hofert recommended that Planning Commission grant the parking maximum modification and permit a maximum of 1.82 spaces per residential unit.

While reaffirming that a detailed site plan is required to be reviewed and approved by the Planning Commission should the City Council ultimately approve the rezoning, Hofert provided highlights from the Traffic Impact Analysis (TIA). Understanding that traffic is a consideration when deliberating a rezoning request, the TIA results affirmed that with minor improvements the development is compatible with the street network. The TIA showed the 52<sup>nd</sup> Street left turn lane for the Retreat extends close to the taper for the left turn lane at Byron Center Avenue. Hofert stated that connection of the two left turn lanes will accommodate additional left turn storage for both movements and allow a smoother flow along 52<sup>nd</sup> Street eliminating the transition tapers (the hourglass created with two back to back tapers). Consistent with recommendations from the City Engineering Department, the developer has committed to constructing a third a third lane on 52<sup>nd</sup> St SW from Cottondale to Byron Center Ave SW.

Hofert also outlined improvements that will occur at the golf course access road as well as modifications needed to the 52<sup>nd</sup> St SW and Byron Center Ave SW signal timing. Hofert informed the Commissioners that the developer has committed to widening the golf course drive to 24' and that signal timing modifications will be and can be made using existing equipment.

In terms of building materials, Hofert explained that the developer has provided building elevations with varied roof and wall lines and a commitment to durable and aesthetically pleasing building materials and finishes that include masonry brick and cement fiber. Hofert showed pictures of a development that had been finished in Kalamazoo by the same developer and explained that this new development in Wyoming would look similar.

Hofert stated that the Development Review Team recommends the Planning Commission grant the PUD-4 rezoning request and recommends the same to the City Council subject to the following conditions:

- 1.) The conceptual plan, building elevations, and project narrative shall be accepted as part of approved PUD-4. Parking maximum is set at 1.82 spaces per residential unit.
- 2.) The developers offer to build the third lane on Byron Center from 52<sup>nd</sup> Street to Cottondale Drive and the widening of the golf course entrance to include a minimum usable 24' wide travelled way road shall be accepted as part of the approved PUD-4.

Developer Mike Speedy from American Kendall Properties made some general comments about the proposal. He indicated that his company had developed The Haven, which is another multi-family home community in the area, and that The Retreat is an improvement on that design. The plans for The Retreat are that it will include smaller buildings than the Haven, and that the buildings will be a mix of two and three-story buildings unlike the Haven which is all three-story. Mr. Speedy explained that the number of units in each building is also less than at the Haven. The buildings themselves screen the parking area from the street. This is a higher-rent property and a smaller development overall. He feels it would be a valuable development for the community.

A motion by Smart and supported by Van Duren, to grant the PUD-4 rezone request and recommend the same to City Council was made. Discussion followed.

Weller asked staff if there would be an issue with Cottonwood street not lining up with the Retreat exit on 52<sup>nd</sup> Street. Henckel responded that this would be a problem, but staff has already communicated the concern to the developer and it will be corrected in site plan review.

Weller asked if the second driveway would be wide enough at 24 feet. Russ indicated that two full traffic lanes would be there, which is normal. Weller asked if there should be a left turn lane out of the north drive. Henckel responded that most likely there will be two lanes needed and that the additional traffic lanes will go from Byron Center to The Retreat.

Hofert stated that should this rezoning request be successful and come back to get site plan approval, then those traffic lane details would be part of the final approval process.

Beuche asked if the driveway into golf course was a private drive or public street. Hofert responded that it was a private drive. Beuche asked if the people that would live in the development would be able to use it. Hofert responded that there is an easement in place to grant access to the site and that the developer has affirmed this with the property owner. Beuche asked if there was an easement for anyone to be able to use that drive, and Hofert stated that the easement went into effect when the dental office was built.

Micele asked staff if the easement went all the way to the clubhouse at the golf club or just to the dental office. Hofert responded that she is not sure if the easement grants rights all the way to the clubhouse but that it does provides access to the entrance of the development that is being discussed.

Smart had a question about the trash compactor on the 52<sup>nd</sup> Street end of the development. He asked for an explanation of how trash collection would work as there are no other dumpsters. Speedy responded that all residents will use the trash compactor. He described how there is an electronic monitoring system which will automatically notify the refuse company when the compactor fills up the large garbage bin. Normally the compactor gets swapped out a few times a week. There are consequences if residents don't comply. This is a very attractive garbage system as it prevents the use of multiple large dumpsters. Smart asked if the residents in the farthest buildings will have to carry their trash all the way to the compactor, and the developer

responded that they would, and that a lot of people just do this when they are driving out to go do errands. The same system is used at The Haven and there have been no issues.

The developer stated that the proposed development will supply apartment homes to the Wyoming housing market, helping to ensure a diverse housing stock in the community.

Additionally, he felt that the commitment to tree preservation and the provision of open space enhanced the environmental quality of the community.

Van Duren asked if the left turn out of the golf course is an issue or not. Henckel reaffirmed that a modification will need to occur to the golf course drive. Hofert stated that this is something that would be approved as part of the site plan review.

Arnoys stated that multifamily developments already exist in this area and on the west side. He asked what the plan was for these kinds of units ultimately as they are popping up all over.

Hofert stated that the 2013 Analysis to Impediments and Fair Housing Choice and Housing Needs Assessment showed that the City needs more housing diversity. Staff is currently working on updating both the City's Master Plan and the Analysis to Impediments and Fair Housing Choice and Housing Needs Assessment and preliminary data confirms what the 2013 study showed that Wyoming needs to provide a more diverse housing stock for its residents, including the development of apartment homes at all price points.

Hofert agreed that a best practice strategy is to provide diverse housing all over the community. Wyoming has limited greenfield and infill sites available. This property was originally designated as residential in the initially adopted 2020 Land Use Plan. When it was rezoned to commercial in 2002 there were limited commercial developments in the immediate area, however since 2002 the Metro Health campus and Rivertown Mall have grown tremendously and now provide access to key resident amenities. There is no longer a need to have a commercial node at Byron Center and 52<sup>nd</sup> due the success of the commercial development near Byron Center/Gezon Parkway and the Rivertown mall area.

Hofert reinforced that this location is ideally located for a residential development with its proximity to a strong employment node at Gezon Parkway and Byron Center as well as its proximity to a Rapid Bus line and other existing commercial amenities.

Goodheart asked if the City had talked to the golf course about the easement. He recommended that someone get a copy of the easement and review that for conditions on what is allowable for commercial and residential areas. If the developer has to work through the easements, that will be a significant amount of work, and the easement that is needed is not on the conceptual plan. He understands it is part of the final site plan approval.

Hofert recommended that the easement and the city's approval of it be added as a condition of zoning approval.

DeLange stated that a concrete plan was needed for the left turn and easement. Hofert responded that any time a turn or access is included then it has to be approved as part of the final site plan. DeLange stated that this would also have to include a turn onto Byron Center. Hofert responded that there is ongoing discussion to rebuild that portion of the road.

Goodheart stated that he had concerns about the dental office easement. He wonders how this development would change maintenance responsibilities as far as percentages.

Micele asked if the traffic study included the traffic from the golf course. Henckel responded affirmatively.

Beuche asked where The Haven was located. The developer responded that it is located at the corner of Wilson Ave. and 52<sup>nd</sup> St SW.

Speedy stated he had an answer on the easement question. The grocery store originally bought the property from the golf course, and an easement was needed to build the grocery store which is a more intense use than the proposed development. Speedy stated that the data showed that if people wanted to make a left turn onto Byron Center, they typically would make a right onto 52<sup>nd</sup> St SW and then a left at the light at the intersection.

DeLange stated that he appreciated the addition of green space, and that the neighbors would likely be more excited about residential developments on that property rather than commercial.

Beuche asked where the snow removal service would be placing all the snow in the winter. The developer responded that the snow will be put on the grass. DeLange asked if the site plan approval would include these snow removal details, and Hofert confirmed that it would.

Arnoys stated that his struggle with the proposal is the impact that it will have on traffic. That section of street is busy even without this development. Arnoys stated he cannot support the proposal.

Heygi stated that he cannot support the proposal as it is not a good fit for the area. The Haven development is in the area already, and the addition of another multifamily building would add to the congestion of the area.

Beuche agreed with Arnoys and cannot support the proposal because of some questions he had about the easement. He wonders if the easement that is in place is between the golf course and existing private buildings. With this new development, other cars are going to be using it as well.

Hofert responded that this multifamily building would create significantly less traffic than a commercial development on that property would. The addition of traffic lanes will ease the congestion. Hofert reinforced that the developer will be constructing a new third lane on 52<sup>nd</sup> Street SW which will address the left turn stacking issue.

Goodheart asked that an amendment be made to include a condition that the access easement to the northwest be found acceptable to city and other entities that control the easement. Smart supported the addition of this amendment.

DeLange asked for support of the amendment. Smart indicated it was a friendly amendment, VanDuren supported the friendly amendment. DeLange read the three conditions to the PUD-4 rezone:

- 1.) The conceptual plan, building elevations, and project narrative shall be accepted as part of approved PUD-4. Parking maximum is set at 1.82 spaces per residential unit.
- 2.) The developers offer to build the third lane on Byron Center from 52<sup>nd</sup> Street to Cottondale Drive and the widening of the golf course entrance to include a minimum usable 24' wide travelled way road shall be accepted as part of the approved PUD-4.
- 3.) That the access easement to the northwest be found acceptable to the city and other entities that control the easement.

A vote on the motion carried 5-4 with Arnoys, Beuche, Hegyi, and Micele voting against, and Delange, Smart, VanDuren, Weller, and Goodheart voting in favor.

## AGENDA ITEM NO. 2

Request for Final Plat Approval for Rivertown Valley Phase IV. The property is generally located at Wilson Avenue and 56th Street SW. (Section 32) (The Granger Group)

Hofert gave a general description of the project. \This request is for Phase IV of a larger project. This phase includes a large section of Reserve Drive.

The platting of property is a three step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was approved by Planning Commission on August 30, 2018 and City Council on September 4, 2018.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Preliminary Plat- Final Approval was approved by Planning Commission on November 20, 2018 and City Council on December 3, 2018.

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

ORDINANCE NO. 18-19

AN ORDINANCE TO AMEND CHAPTER 15 OF THE CITY CODE ENTITLED  
“SPECIAL EVENTS” AND TO REPEAL CHAPTER 14, ARTICLE V, DIVISION 3,  
ENTITLED “CARNIVALS,” AND CHAPTER 70, ARTICLE II, DIVISION 3,  
ENTITLED “BLOCK PARTIES”

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 15 of the Code of the City of Wyoming, Michigan, is amended to read as follows:

**Chapter 15 – SPECIAL EVENTS**

**Sec. 15-1. - Purpose.**

- (1) Special events, such as block parties, carnivals, homecoming parades, outdoor music, National Night Out, sponsored athletic/fitness events, fireworks displays, and the Metro Cruise, can benefit the community and should accordingly be accommodated and encouraged. They may require special measures to ensure their safety and success while minimizing public risk and inconvenience.
- (2) This chapter is intended to balance interests of event proponents and participants with those of the general public. It is also intended to ensure special events are appropriately planned and coordinated without unduly encumbering those undertaking them.
- (3) Except as provided in this chapter, special events must comply with other provisions of this Code and other applicable law. Applicants and sponsors must obtain and comply with other approvals required by Code provisions and other applicable law.
- (4) Except as provided in this chapter, it is to be applied without regard to the identity or views of special event sponsors or participants.

**Sec. 15-2. – Definitions and interpretation.**

- (1) The following terms, when used in this chapter, shall have the meanings provided by this section, except if the context clearly indicates a different meaning:
  - (a) *Applicant* means a person or entity seeking city approval for a special event.
  - (b) *Application* means the request for approval of a special event filed with the city clerk as provided in section 15-3.
  - (c) *Block party* means an outdoor public party sponsored by and generally for residents of a city block or neighborhood often accommodated by blocking part of a public right-of-way.
  - (d) *Carnival* means an event with carnival and amusement rides (as defined by applicable law), games, or shows, generally operated by a person who takes the rides, games and shows to locations on a temporary basis.
  - (e) *Community-wide special event* means a major special event the city council recognizes as a community-wide special event due to its size and number of participants together with other factors, such as for example, community involvement, community benefits, and support by community organizations.
  - (f) *Fee* means an application fee in an amount established by resolution of the city council.
  - (g) *Fireworks display* means a display of commercial fireworks.
  - (h) *Major special event* means a special event that is not a minor special event.
  - (i) *Metro Cruise* means the 2-day Metro Cruise® celebration of cars and local businesses along a 13-mile long segment of 28th Street with the main event at Rogers Plaza in the city.
  - (j) *Minor special event* means a special event that is (i) attended by fewer than 300 persons each day, (ii) will not affect the use of any public right-of-way for longer than 4 hours, (iii) if properly planned

and staffed, will not require significant city staffing or resources beyond providing barricades for the duration of the event, and (iv) the city special events coordinator, after consultation with public safety and public works department personnel, determines the event will not materially affect public safety or result in sound from the special event being audible off-site for more than 4 hours. School parades and block parties are minor special events.

(k) *Participant* means any person participating in a special event as a competitor, sponsor, spectator, organizer, volunteer, staff member, performer, patron, or in another role.

(l) *School parade* means a public procession, especially one celebrating a special day or event and including marching bands or floats that is sponsored or recognized by a public or private elementary or secondary school as an event of that school.

(m) *Special event* means an event, other than as described in subparagraph 15-2(1)(m)(2), that meets any of the criteria in subparagraph 15-2(1)(m)(1), and that may, but does not necessarily, include one or more of the following: entertainment, amusements, theatrical exhibitions, public shows, displays, fundraising, fitness or athletic endeavors, contests or competitions, speeches, consumption of food and beverages, sales of items, the use of tents or temporary structures, or other reasons for the assembly of persons as participants, sponsors, volunteers and spectators. Examples of special events include block parties, parades, music festivals and performances, cultural festivals, sponsored athletic/fitness events, the Metro Cruise, art or craft shows, carnivals, street sales, religious or political gatherings, fireworks displays, and similar gatherings.

(1) An event is a special event if

(A) Either

(i) Any activities associated with the event are outside a fully enclosed, covered structure or

(ii) The event is entirely within such a structure but parking for those attending the event cannot be accommodated within available off-street parking lots together with normal on-street parking within 1 block of that structure; ***and***

(B) It involves one or more of the following:

(i) More than 300 participants on any day of the event.

(ii) Interruption of normal traffic flows on or access to any public right-of-way. This includes events such as sponsored athletic/fitness events that require barricades, closing of traffic lanes, or slow vehicles moving by or around participants, and events that may cause the back-up of traffic on nearby roadways or streets due to vehicles entering or exiting the venue(s) or parking area(s).

(iii) A parade or march within the traveled portion of any street or road.

(iv) Displaced parking in an institutional, educational, or business parking lot.

(v) Sound can be heard beyond the venue(s) for more than 2 hours on any day or between the hours of 10:00 p.m. and 8:00 a.m.

(vi) Preventing or limiting access to property other than the event venue(s).

(vii) Added police or security personnel, emergency medical personnel, hydration facilities, portable toilets, or similar services.

(viii) Rides or amusements normally associated with carnivals. This includes large bounce houses or similar temporary items.

(ix) Fireworks displays.

(x) Food vendors using generators or requiring electrical and/or water connections, other than food trucks operating as already approved by the city.

(xi) Activities that do not comply with use or other regulations within the venue's zoning district such as, for example, off-premises temporary food vendors or retail sale of non-customary store products.

(2) Special event does not mean an event:

(A) Sponsored by a governmental unit or agency on publicly-owned land that does not require use of any public rights-of-way. An event that would be a major special event does not qualify for this exception if the sponsoring governmental unit's or agency's involvement is limited to receipt of some event proceeds and providing an event venue.

(B) Held entirely within the confines of a privately owned, permanently enclosed and covered structure in compliance with applicable laws, rules, regulations, permits, licenses and any other required approvals.

(C) Held entirely within the confines of a city park pursuant to permits, agreements, or other approvals issued by the city's parks and recreation staff.

(D) That the special event coordinator, after consultation with public safety and public works department personnel, determines the event will not require additional city resources, will not materially affect public safety, and will not significantly affect use of public or private property or rights-of-way.

(n) *Special event agreement* means a written agreement between the applicant and the city as provided in section 15-5 that grants city approval for the special event.

(o) *Special event coordinator* means the individual(s) designated by the city manager to serve that role which, in part, serves as liaison between an applicant and city departments.

(p) *Special event vendor* means a vendor of food, beverages or other goods or services recognized and authorized by the special event sponsor as a vendor for that special event.

(q) *Sponsored athletic/fitness event* means a special event involving walking, running, bicycling or other athletic or fitness activity using public rights-of-way.

(r) *Sponsor* means any person who assists with organizing, funding, promoting, operating, and conducting a special event.

(s) *Venue* means the location(s) of the special event.

(2) Terms not defined in subsection (1) will have the meanings provided in state law or, if not defined in state law, their common meanings.

**Sec. 15-3. – Approval and agreement required.**

All special events in the city require approval of the city and must be planned, organized, and conducted in accordance with a special events agreement.

**Sec. 15-4. – Application and approval.**

(1) To minimize conflicts on desired dates and to better ensure the availability of city resources, persons planning special events should contact the special event coordinator at least 180 days prior to the desired date(s) for a special event and, if applicable make needed deposits, file preliminary event information, and collaborate on event plans. At least 120 days before a special event other than a block party, the applicant must file an application with the city clerk accompanied by the fee. For a block party, the application must be filed at least 30 days before the desired date of the block party. It is the City's goal to approve special event agreements at least 60 days before a special event so final arrangements and promotion of the special event can proceed after the special event agreement is fully signed. The application shall include or be accompanied by at least the following information:

(a) For all special events the following information is required:

(1) Name(s), address(es), telephone and/or cell number(s), and e-mail address(es) for the sponsor(s) of the special event.

- (2) Proposed venue(s), including any public streets or rights-of-way for a parade, sponsored athletic/fitness event, or similar activity.
  - (3) Date(s) and time(s) of the special event and for preparation, set-up, and removal.
  - (4) Numbers of participants expected in various roles.
  - (5) Sketch drawing(s) depicting the event venue(s) with the proposed layout(s) during the event, including activity areas, temporary structures, parking areas, drive aisles, emergency access(es), storage areas, areas of limited access not generally to be open to event patrons, any power and water sources and transmission, any portable restroom facilities, refuse receptacles, temporary fencing, crowd control devices, barricades or other access control measures, and other information needed to review and address issues related to the special event.
  - (6) General information about activities proposed to be included in the proposed event.
  - (7) Any proposed entertainment, amplified sound, and lighting.
  - (8) Any deviations from city requirements applicable to the venue(s) or activities.
- (b) For major special events the following is also required:
- (1) Police and fire protection addressing (A) emergency access, (B) fire and explosion prevention and suppression, (C) hazardous materials handling and storage, (D) safety measures around any flame, cooking or heating, (E) applicable fire code requirements, and (F) whether the event should include additional police or fire personnel.
  - (2) Venue maintenance and clean-up including refuse containment, removal, and disposal plans.
  - (3) Electrical, water service, and any other utility services.
  - (4) Security plan addressing staffing, communications, crowd control, equipment, and other measures to secure the event, venue, and participants. If additional city police presence is needed or desired, the plan must include that information.
  - (5) Access and parking control plan.
  - (6) Noise control and abatement.
  - (7) Lighting and illumination plan.
  - (8) Signage and advertising.
  - (9) Vendors including who they are, what vended items include, where they will be placed, the vehicles or equipment involved, electric and water needs and plans, and when they will be on site (including for set-up and take-down).
  - (10) If food or beverages will be provided by persons other than vendors, what will be provided, will it be sold or otherwise distributed, and how that will occur.
  - (11) Traffic management and parking plan, including any use of area rights-of-way. If off-premises parking is proposed, written consents from affected property owners must be included.
  - (12) First aid plan including medical facilities, staffing and emergency vehicles)
  - (13) Emergency plan including event cancellation procedures.
  - (14) Sanitation plan including any portable toilets, handwashing or sanitizing facilities, food waste disposal, and other sanitation measures.
  - (15) Communications plan(s) for before, during, and following the event with participants, between sponsors and the city, and emergency communications.
  - (16) Inclement weather procedures including when any postponement and cancellation decisions will be made, who will make decisions, plans for shelters or evacuation, plans for securing items that could become windblown hazards, and other details.

- (17) Staffing and volunteer plan including their numbers, selection, training, supervision, clothing and identification, and responsibilities.
- (18) Merchandising including the items to be sold and provisions for their sale.
- (19) Equipment to be used including tents, inflatable activities, tables, booths, cooking equipment, trailers, sound equipment, lighting equipment, vehicles, rides, amusements, fencing and barricades, and other equipment.
- (20) If live animals will be involved, where they will be housed, how they will be cared for, how they will be used, and the manner of waste handling and removal.
- (b) The special event coordinator may require any of this additional information for a minor special event if the special event coordinator reasonably determines it is needed to evaluate and plan the special event.
- (c) After communications with the applicant, especially if a major special event has previously been held in the city, the special events coordinator may also determine that some of the items listed in subsection 15-4(1)(b) are not required for a major special event.
- (2) When the city clerk receives an application, the city clerk shall forward it to the special event coordinator who shall:
- (a) Review it to determine whether it is complete and whether additional information is needed.
- (b) Contact the applicant with any questions or requests for additional information or clarifications.
- (c) Initially determine whether the proposed event is a special event and whether it is a major special event.
- (d) When additional information is provided, send copies of all the gathered information, together with the special event coordinator's initial observations, comments and recommendations, to the city departments and personnel that may be affected by the proposed special event or whose review of the application may be needed, prudent or appropriate given the nature, duration, date(s), time(s), venue(s), public facility or equipment needs, public safety aspects, or any of the other details of the proposed special event.
- (3) City departments and personnel receiving the application and related materials as provided in subsection (2)(d), shall respond to the special events coordinator outlining any observations, concerns, and recommendations they respectively have regarding the proposed special event, the sponsor(s), the application and related materials, and the planning, organizing, funding, promoting, operating, and conducting of the proposed special event.
- (4) If, after receiving the responses from the city departments and personnel as provided in subsection (3), the special event coordinator determines there is enough information and there is sufficient agreement with the applicant regarding terms and conditions to be incorporated in a special event agreement, the special event coordinator shall prepare a draft special event agreement, present it to the applicant for review and, after it is signed by the applicant, present it to the city manager for signing on the city's behalf.
- (5) The special event coordinator will arrange for meetings and other communications needed to address questions and concerns of city personnel or the applicant regarding the proposed special event or terms and conditions proposed to be included in the special event agreement.
- (6) If, after receiving the responses from the city departments and personnel as provided in subsection (3), the special event coordinator determines the application should be denied, the special event coordinator shall prepare a draft of a letter to the applicant communicating that decision and the reasons for it and present it to the city manager for the city managers review and signature.
- (7) If, after the additional communications undertaken under subsection (5), the special event coordinator determines it is appropriate to approve the special event, the special event coordinator shall prepare a draft special event agreement, present it to the applicant for review and, after it is signed by the applicant, present it to the city manager for signing on the city's behalf.

(8) The city manager may designate a person other than the special event coordinator to review and recommend approval of particular special events such as, for example, those to occur only in a city park pursuant to programs approved by the parks and recreation commission or the city's community services director. If such a designation is made, the designated individual shall review and consider recommending approval as provided in this section.

**Sec. 15-5. – Special event agreement.**

(1) City approval of a special event will be granted by written special event agreement between the city and the applicant and other special event sponsor(s). The special event agreement will be a form approved by the special event coordinator, city manager, and city attorney. Except for a community-wide special event, the city manager is authorized to sign a special event agreement on behalf of the city. A special event agreement for a community-wide special event must be signed by the mayor and city clerk. A special event agreement must be signed by all persons responsible or accountable for the special event as sponsors.

(2) At a minimum, a special event agreement must:

- (a) Grant city approval for the special event as described in the special events agreement,
- (b) Include requirements and expectations of sponsors,
- (c) Include as exhibits pertinent diagrams, descriptions, and forms of related agreements such as, for example, an agreement for added police presence,
- (d) List any allowed deviations or variations from city requirements otherwise applicable to the special event venue or activities,
- (e) State the duration, dates, times, area(s) affected by and other aspects of the special event, including any limits on hours of certain activities,
- (f) List expected and allowed special event vendors, including their locations at the special event venue(s) and how any needed electric power and water will be supplied,
- (g) Include details about, copies of, or references to documents providing the special event details required to be addressed under subsection 15-5(1)(b), and
- (h) In addition to the fee, detail the costs reasonably anticipated to be incurred by the city, the portion and projected amount(s) of those costs to be paid by the applicant, and the required payment dates and other terms.

(3) Regardless of any other provision of this Code, a special event agreement may temporarily allow deviations from city requirements pertaining to (i) uses of property comprising a venue, (ii) amplified sound, (iii) noise, (iv) parking, (iv) use of rights-of-way, (v) hours of use of parks or other city property, (vi) business or vendor licensing, (vii) animal keeping, (viii) signage. Any such allowed temporary deviation shall be clearly expressed, defined, limited, and, if needed, conditioned in the special event agreement.

**Sec. 15-6. – Appeal.**

Except for a decision made by the city council, a person aggrieved by a city decision made pursuant to this chapter may appeal that decision as provided in section 1-29 of this Code.

Section 2. That Chapter 14, Article V, Division 3, entitled “Carnivals,” and Chapter 70, Article II, Division 3, entitled “Block parties,” of the Code of the City of Wyoming, Michigan, are repealed.

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

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Kelli A. VandenBerg  
Wyoming City Clerk

Ordinance No. 18-19

## STAFF REPORT

Date: October 16, 2019  
Subject: Proposed special events ordinance amendment  
From: Scott Smith, City Attorney  
Meeting Date: October 21, 2019

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### **RECOMMENDATION:**

Adopt the Ordinance to Amend Chapter 15 of the City Code Entitled “Special Events” and to Repeal Chapter 14, Article V, Division 3, Entitled “Carnivals,” and Chapter 70, Article II, Division 3, Entitled “Block Parties”.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community – The proposed ordinance will streamline approvals for special events, especially for those that are more routine and that have less impact on others, while also ensuring other community interests are appropriately addressed.

Safety – The proposed ordinance will ensure plans for special events address the safety of participants, patrons and the general public.

Stewardship – The proposed ordinance provides for appropriate recovery of some costs incurred due to some special events.

### **DISCUSSION:**

The proposed ordinance amendment is intended to achieve goals including:

- Consolidation of provisions related to special events into a single chapter.
- Flexibility accommodating application processing, organizational structure, and staffing changes.
- Process clarity making it more understandable and consistent.
- Process simplicity that is especially beneficial for routine minor special events such as block parties.
- Process adequacy requiring additional planning for special events with more community impact.
- Fairness by ensuring similar special events are treated similarly.

Under the proposed ordinance, all special events will require agreements signed by the City Manager, the contents of which are roughly specified by the ordinance. No special event permits will be required though, depending on the event, some construction code permits or temporary liquor licenses might be needed. All terms can be included within the single agreement including any special site security arrangements, site layout requirements, etc. Except for a community wide special event no Council action will be required. The proposed ordinance also repeals code provisions that separately address block parties and carnivals.

ORDINANCE NO. 19-19

AN ORDINANCE TO AMEND THE WYOMING CITY CODE BY ADDING SUBSECTION (4) TO CHAPTER 30, ARTICLE VI, SECTION 30-203 TO DESCRIBE AN ADDITIONAL AREA FOR WATER WELL RESTRICTIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 30, article VI, section 30-203 of the Code of Ordinances, City of Wyoming, Michigan, entitled "Restricted Zone," is amended by adding subsection (4) to read as follows:

(4) *Burlingame Avenue SW Restricted Zone.* The Burlingame Avenue SW Restricted Zone Property located in the City of Wyoming, Kent County, Michigan, generally described as follows:

That area of the City of Wyoming, Kent County, Michigan described as follows: Commencing at the southeast corner of the intersection of the southerly right-of-way ("ROW") line of Burton Street SW (M-11) and the easterly ROW line of Blandford Avenue, thence northerly along the easterly ROW line of Blandford Avenue SW to the southerly ROW line of Chicago Drive SW, thence easterly along the southerly ROW line of Chicago Drive SW to the easterly ROW line of Burlingame Avenue SW, thence northerly along the easterly ROW line of Burlingame Avenue SW to the southerly ROW line of Marquette Street SW, thence easterly along the southerly ROW line of Marquette Street SW to the westerly ROW line of Judd Avenue SW, thence southerly along the westerly ROW of Judd Avenue SW to the northerly ROW line of Chicago Drive SW, thence westerly along the northerly ROW line of Chicago Drive SW a distance of 110 feet MOL, thence southerly to the southerly ROW line of Chicago Drive SW, thence southerly along the westerly ROW line of Havana Avenue SW to the southerly ROW line of Burton Street SW, thence easterly a distance of 18 feet MOL to the easterly property line of parcel number 41-17-11-101-006 (1408 Burton Street SW), thence southerly along the easterly property line of said parcel to the southerly property line of said parcel, thence westerly along the southerly property line of said parcel to the easterly property line of parcel number 41-17-11-101-005 (1414 Burton Street SW), thence westerly along the southerly property line of said parcel to the easterly property line of parcel number 41-17-11-101-004 (1424 Burton Street SW). thence westerly along the southerly property line of said parcel to the easterly property line of parcel number 41-17-11-101-013 (1438 Burton Street SW), thence westerly along the southerly property line of said parcel to the easterly property line of parcel number 41-17-11-101-001 (1442 Burton Street SW), thence westerly along the southerly property line of said parcel to the westerly property line of said parcel, thence northerly along the westerly property line of said parcel to the southerly ROW line of Burton Street SW, thence westerly along the southerly ROW line of Burton Street SW to the easterly property line of parcel number 41-17-11-101-011 (1500 Burton Street SW), thence southerly along the easterly property line of said parcel to the southerly property line of said parcel, thence westerly along the southerly property line of said parcel to the westerly property line of said parcel, thence northerly along the westerly property line of said parcel to the southerly ROW line of Burton Street SW, thence westerly along the southerly ROW line of Burton Street SW to the point of beginning.

In addition, that area of the City of Wyoming, Kent County, Michigan described as follows:

The Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, except the North 206.25 feet of the East 528 feet thereof. Also except therefrom, commencing on the South line of Burton Street 528 feet West and 53.25 feet South of the Northeast corner of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of section 11; thence South parallel with the East line thereof 153 feet; thence West parallel with the North line of said Section 9.0 feet; thence Northerly 152.9 feet to a point on the said South line of Burton Street 7.5 feet West of the place of beginning; thence East 7.5 feet to the place of beginning. Also excepting, part of the Northwest  $\frac{1}{4}$  of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County Michigan described as: Commencing at the Northwest corner of said section; thence North 90 degrees 00 minutes 00 seconds East along the North line of said Section 431.98 feet to the place of beginning of this description; thence North 90 degrees 00 minutes 00 seconds East along the North line of said section 291.62 feet; thence South 01

degrees 40 minutes 00 seconds East 333.46 feet; thence South 90 degrees 00 minutes 00 seconds West parallel with the North line of said section 291.62 feet; thence North 01 degrees 40 minutes 00 seconds West 333.46 feet to the place of beginning.

Also excepting,

Part of the West ½ of the Northwest ¼ of Section 11, Town 6 North, Range 12 West, Wyoming Township, Kent County, Michigan, described as follows: Commencing on the North line of said section at a point 139.5' East of the Northwest corner thereof; thence South 57.32' to a point 50' South of the centerline of Burton Street Widening as now surveyed; thence Easterly 635', more or less, parallel to and 50' distant from said center line; thence North 52.56' to North line of said section; thence West 635' along said section line to beginning. Also excepting, A parcel of land situated in the Northwest corner of the Northwest ¼ of Section 11, Town 6 North, Range 12 West (Wyoming Township) Kent County, Michigan, described as follows: Beginning at a point South 46°02' East 47.58' from the Northwest corner of said Section 11, thence South 89°57' East 106.51'; thence South 0°22' East 24.32' to a point; thence Southwesterly 137.50' along a curve to the left whose radius is 86.00' to a point which is South 43°41' West, 123.62' from the last mentioned point; thence South 87°53' West 17.00'; thence North 2°07' West 114.40' to the point of beginning.

Also,

Then North ½ of the North ½ of the North ½ of the Northwest ¼ of the Southwest ¼ of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan.

Also,

The South ½ of the North ½ of the North ½ of the Northwest ¼ of the Southwest ¼ of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan.

Also,

The North ½ of the South ½ of the North ½ of the Northwest ¼ of the Southwest ¼ of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan.

Excepting therefrom, That part of the Northwest 1/4 of the Southwest ¼ of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan described as: Commencing at the Northwest corner of said Section, thence South 3 degrees 20 minutes 11 seconds East 148.65 feet along the West line of said Section; thence North 86 degrees 39 minutes 49 seconds East 33.00 feet to the place of beginning of this exception; thence North 86 degrees 39 minutes 49 seconds East 17.0 feet; thence South 3 degrees 20 minutes 11 seconds East 420.0 feet ; thence South 86 degrees 39 minutes 40 seconds West 10.0 feet; thence South 3 degrees 20 minutes 11 seconds East 2096.74 feet to the East and West ¼ line, thence South 4 degrees 00 minutes 38 seconds East 166.52 feet parallel with the West line of said Section to the South line of the North ½ of the North ½ of the North ½ of the Northwest ¼ of the Southwest ¼, thence South 88 degrees 37 minutes 49 seconds West 7.01 feet along said South line, thence North 4 degrees 00 minutes 38 seconds West 166.51 feet to the East and West ¼ line, thence North 3 degrees 20 minutes 11 seconds West 2516.48 feet to the place of beginning. Commonly known as: 2100 Burlingame, Wyoming, MI 49509.

Section 2. This ordinance shall take effect on \_\_\_\_\_, 2019.

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Kelli A. Vandenberg  
Wyoming City Clerk

Ordinance No. 19-19

# GENERAL MOTORS

## Sustainable Workplaces Remediation Team

October 8, 2019

Kelli Vandenberg  
City Clerk  
1155 - 28th Street SW  
Wyoming, MI 49509

**Subject: Request to Amend City of Wyoming Code of Ordinances Chapter 30, Article VI**

Dear Ms. Vandenberg:

General Motors LLC (GM), in coordination with the United States Environmental Protection Agency (USEPA), Region 5, has been working for several years and is in the process of implementing a final environmental remedy at the General Motors Components Holdings (GMCH) Wyoming facility, located at 2100 Burlingame Ave. S.W, Wyoming, Michigan.

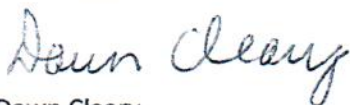
On July 18, 2019, the USEPA issued the Final Decision in which the USEPA identifies the selected final remedies for the groundwater impact related to historical activities at the GMCH Wyoming facility. As part of the remedy selected in the Final Decision, establishment of institutional controls on and off the property is required, including prohibiting the use of groundwater on and off-site.

As such, GM is submitting this request to the City of Wyoming to amend the existing City of Wyoming Code of Ordinances Chapter 30, Article VI (Groundwater Ordinance), prohibiting and/or otherwise restricting the use of wells to supply water in the area illustrated on the enclosed figure (Figure 1).

Consistent with the ordinance process, GM will notify affected property owners in the proposed restricted area of the requested amendment to the Groundwater Ordinance. In addition, GM will complete a residential well use survey to verify that there are no wells in use or have the potential to be used as a potable water source in the proposed restricted area. If a well is identified, GM, in coordination with USEPA and the Kent County Health Department, will offer to abandon the well at no cost to the property owner.

GM remains committed to protecting the health and safety of our community. We believe that the proposed amendment to the Groundwater Ordinance is critical to supporting this commitment and satisfying the USEPA requirements. If you have any questions, please do not hesitate to contact me at 810-656-3194 or dawn.cleary@gm.com.

Sincerely yours,



Dawn Cleary  
Project Manager

October 8, 2019

Page 2

Enclosures:

Proposed Restricted Area

cc: U.S. Environmental Protection Agency; Ms. Renee Wawczak  
Haley & Aldrich of Michigan, Inc.; Ms. Ban Aragona  
General Motors Components Holdings, LLC; Attn.: Ms. Annette Wendland  
GHD, Attn.: Mr. Francis Ramacciotti (Electronic Copy)



**LEGEND**

 PROPOSED RESTRICTED AREA

**NOTES**

- 1. ALL LOCATIONS ARE APPROXIMATE
- 2. BASE MAP SOURCE: ESRI



GWCH WYOMING OPERATIONS  
2100 BURLINGAME ROAD  
WYOMING, MICHIGAN

PROPOSED RESTRICTED AREA

AUGUST 2019

FIGURE 1