

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 5, 2020, 7:00 P.M.

- 1) **Call to Order**
- 2) **Invocation** – Pastor Wayne Ondersma, The Pier Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) **Pledge of Allegiance**
- 4) **Roll Call**
- 5) **Student Recognition**
- 6) **Approval of Minutes**
From the September 21, 2020 Regular Meeting
- 7) **Approval of Agenda**
- 8) **Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) **Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) **Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) **Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) **Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) **Budget Amendments**
- 14) **Consent Agenda**
- 15) **Resolutions**
 - a) To Approve Service of Relatives of Elective and Appointive Officers as Election Inspectors and/or Seasonal Elections Employees
 - b) To Amend the Employment Contract Between the City of Wyoming and the Wyoming City Employees Union and to Amend the Classification and Salary Schedule

- c) To Amend the Employment Contract Between the City of Wyoming and the Wyoming Administrative and Supervisory Association and to Amend the Classification and Salary Schedule
- d) To Accept CARES Act Grant Funding from Kent County
- e) To Accept the Auto Theft Prevention Authority (ATPA) Grant
- f) To Accept and Distribute Grant Funding Received from the Office of Highway Safety Planning for Kent County DUI/Seat Belt Overtime Traffic Enforcement (Budget Amendment No. 37)
- g) To Accept and Distribute Grant Funding Received from the Office of Highway Safety Planning for Kent County Distracted Driving Overtime Enforcement (Budget Amendment No. 39)

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

- h) To Approve and Authorize and Direct the Mayor and City Clerk to Sign Indigent Defense Attorney Services Contracts and Such Other Contracts as May from Time to Time be Approved by Representatives of the Indigent Defense Collaboration Among Grandville, Walker, Kentwood and Wyoming
- i) To Authorize the City Manager to Amend the Professional Services Agreement with P.M. Blough, Inc.
- j) To Concur with the Repair of Gezon Park Irrigation Systems, Authorize a Budget Amendment to Allow for the Expense, and Authorize Payment to Grapids Irrigation (Budget Amendment No. 38)
- k) To Accept a Quote from Moss to Replace the Technology in the City of Wyoming Council Chambers and to Authorize the Mayor and City Clerk to Execute the Contract and Approve the Attached Budget Amendment (Budget Amendment No. 36)
- l) To Accept a Quote for the Purchase of Noise Silencers and to Accept a Quote for Installation of the Silencers and Duct Replacement at the Clean Water Plant and to Authorize the Mayor and City Clerk to Execute the Contracts
- m) To Concur with the Emergency Repairs of the 54” Transmission Main and to Authorize Payment for the Repairs (Budget Amendment No. 35)
- n) To Accept a Proposal from Prein & Newhof for the Water Treatment Plant Yard Piping Revision Project and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 40)
- o) To Accept a Proposal from Denny’s Excavating Inc. for Revetment at the Water Treatment Plant Low Service Property and to Authorize the Mayor and City Clerk to Execute the Contract
- p) To Concur with the Purchase of In-Car Modems and Associated Equipment and to Authorize Payment to Digital Highway Inc.
- q) For Award of Bid
 - 1. 18 Inch Rock Cut Saw

17) Ordinances

- 15-20 To Amend Section 90-32 of the Code of Ordinances by Adding Subsection (127) to Rezone 1.11 Acres at 5050 Byron Center Ave SW from R-1 to R-3 (Final Reading)
- 16-20 To Amend Section 90-32 of the Code of Ordinances by Adding Subsection (128) to Rezone 4022, 4075 and 4111 64th Street SW from RO-1 and B-2 to PUD-4 (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (Attorney Opinion)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION TO APPROVE SERVICE OF RELATIVES OF ELECTIVE AND APPOINTIVE OFFICERS AS ELECTION INSPECTORS AND/OR SEASONAL ELECTIONS EMPLOYEES

WHEREAS:

1. The Michigan Elections Law requires the City's Elections Commission to approve election inspectors who meet qualifications in the Michigan Elections Law.
2. The City Clerk received applications from Marcia Bolt, Daniel DeKryger, Lisa DeKryger, Dan Holt, Kristen Smith, Rylee VandenBerg, and Beverly Vanderwood to serve as election inspectors and they meet the qualifications in the Michigan Election Law.
3. Other relatives of elected and appointed City officers have in the past served as election inspectors and may yet apply to do so.
4. Under Section 5.13 of the City Charter, relatives of elective or appointive officials may hold an appointive office or employment during the terms of office of those elective or appointive officers only if the City Council unanimously determines it is in the best interests of the City for them to do so.
5. While it is not clear that this City Charter provision applies to election inspectors, this resolution is provided to ensure all possibly needed approvals are given.
6. Rylee VandenBerg has applied, pending approval from her school, to serve as a seasonal election employee.

NOW, THEREFORE, BE IT RESOLVED:

1. If appointed by the Elections Commission, it is in the best interests of the City for the persons named above and other relatives of elected and appointed City officers to serve as election inspectors.
2. It is also in the best interest of the City for Rylee VandenBerg to serve as a seasonal election employee if approved by her school.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 5, 2020.

ATTACHMENTS:
City Charter Sec. 5.13

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Sec. 5.13. - Antinepotism.

Unless the Commission shall, by unanimous vote, which vote shall be recorded as part of its official proceedings, determine that the best interests of the city shall be served, the following relatives of any elective or appointive officer are disqualified from holding any appointive office or employment during the term for which said elective or appointive officer was elected or appointed: spouse, child, parent, grandchild, grandparent, brother, sister, half-brother, half-sister, or the spouses of any of them. All relationships shall include those arising from adoption. This section shall in no way disqualify such relatives or their spouses who are bona fide appointive officers or employees of the city at the time of the election of any elective official.

RESOLUTION NO. _____

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF WYOMING AND THE WYOMING CITY EMPLOYEES UNION AND TO AMEND THE CLASSIFICATION AND SALARY SCHEDULE

WHEREAS:

1. The Wyoming City Council has approved the Employment Contract and Classification and Salary Schedule between the City of Wyoming and the Wyoming City Employees Union.
2. The City Manager recommends City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union to add the classifications of Certified Property Examiner and Advanced Property Examiner as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the aforementioned amendment to the Employment Contract between the City of Wyoming and the Wyoming City Employees Union and the Classification and Salary Schedule.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 5, 2020.

ATTACHMENTS:

Staff Report

Memorandum of Understanding

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 24, 2020
Subject: City Assessor's Office Succession Planning
From: Scott Engerson, City Assessor
Meeting Date: October 5, 2020

RECOMMENDATION

It is recommended the City Council authorize two union classifications and one administrative classification to aid in succession planning in the City Assessor's Office.

COMMUNITY, SAFETY, STEWARDSHIP

The City Assessor's Office administers provisions of the General Property Tax Act in accordance with language contained in Michigan Compiled Law, the City Charter, and directives issued by the Michigan State Tax Commission. With 60% of full-time staff in the City Assessor's Office reaching retirement age over the course of the next seven years, it is incumbent on the City to actively engage in succession planning to ensure continuity of operations.

DISCUSSION

The newly created classifications of Certified Property Examiner and Advanced Property Examiner stem from revisions of the Property Examiner 2 and Property Examiner 3 classifications.

The Certified Property Examiner is an entry level appraiser position. This classification requires the first level of assessor certification, whereas the Property Examiner 2 position requires the second level of certification. This change will result in a larger candidate pool when filling this entry level position.

The Advanced Property Examiner is a senior level appraiser position. The desired levels of experience and education have been increased when compared to the Property Examiner 3 classification. This change will best position the City in the future to attract a candidate with the skill set required to appraise the City's complex commercial and industrial properties.

The Property Examiner Supervisor (PES) classification is being proposed to prepare a candidate to succeed the current City Assessor. The PES classification requires Michigan Master Assessing Officer certification, previously known as Level IV. Changes in the State's certification program have resulted in increased numbers of successful Master candidates however, some have limited practical experience. The PES classification will provide such a candidate with the opportunity to gain practical experience in the areas of management, complex property valuation, and tax appeals prior to becoming the City Assessor.

BUDGET IMPACT

The total number of authorized FTE's shall remain at six for the current fiscal year. Existing employees will remain in their current positions at current pay ranges. As vacancies occur over time, the new classifications will be utilized. The pay range for the Certified Property Examiner is the same as the Property Examiner 2; pay range for the Advanced Property examiner is one step above the Property Examiner 3; the pay range for the Property Examiner Supervisor is \$74,713 - \$94,494.

MEMORANDUM OF UNDERSTANDING

RE: Certified Property Examiner and Advanced Property Examiner

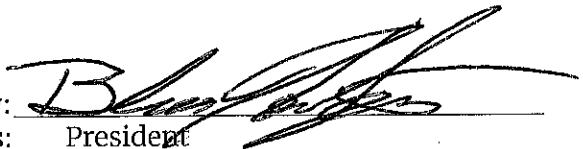
The City of Wyoming ("City") and the Wyoming City Employees Union agree as follows:

1. The position of Certified Property Examiner is hereby added to the bargaining unit in the G55 range of the Classification and Salary Schedule in effect for bargaining unit employees.
2. The position of Advanced Property Examiner is hereby added to the bargaining unit in the G65 range of the Classification and Salary Schedule in effect for bargaining unit employees.
3. The positions of Property Examiner II and Property Examiner III shall be closed and will be deleted at which point the position becomes vacant.

CITY OF WYOMING

WYOMING CITY EMPLOYEES UNION

By: _____
Its: City Manager

By: 
Its: President

Date: _____

Date: 9-17-2020

RESOLUTION NO. _____

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF WYOMING AND THE WYOMING ADMINISTRATIVE AND SUPERVISORY ASSOCIATION AND TO AMEND THE CLASSIFICATION AND SALARY SCHEDULE

WHEREAS:

1. The Wyoming City Council has approved the Employment Contract and Classification and Salary Schedule between the City of Wyoming and the Wyoming Administrative and Supervisory Association.
2. The City Manager recommends City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming Administrative and Supervisory Association to add the classification of Property Examiner Supervisor as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the aforementioned amendment to the Employment Contract between the City of Wyoming and the Wyoming Administrative and Supervisory Association and the Classification and Salary Schedule.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 5, 2020.

ATTACHMENTS:

Staff Report

Memorandum of Understanding

Kelli A. VandenBerg, Wyoming City Clerk

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The newly created classifications of Certified Property Examiner and Advanced Property Examiner stem from revisions of the Property Examiner 2 and Property Examiner 3 classifications.

The Certified Property Examiner is an entry level appraiser position. This classification requires the first level of assessor certification, whereas the Property Examiner 2 position requires the second level of certification. This change will result in a larger candidate pool when filling this entry level position.

The Advanced Property Examiner is a senior level appraiser position. The desired levels of experience and education have been increased when compared to the Property Examiner 3 classification. This change will best position the City in the future to attract a candidate with the skill set required to appraise the City's complex commercial and industrial properties.

The Property Examiner Supervisor (PES) classification is being proposed to prepare a candidate to succeed the current City Assessor. The PES classification requires Michigan Master Assessing Officer certification, previously known as Level IV. Changes in the State's certification program have resulted in increased numbers of successful Master candidates however, some have limited practical experience. The PES classification will provide such a candidate with the opportunity to gain practical experience in the areas of management, complex property valuation, and tax appeals prior to becoming the City Assessor.

BUDGET IMPACT

The total number of authorized FTE's shall remain at six for the current fiscal year. Existing employees will remain in their current positions at current pay ranges. As vacancies occur over time, the new classifications will be utilized. The pay range for the Certified Property Examiner is the same as the Property Examiner 2; pay range for the Advanced Property examiner is one step above the Property Examiner 3; the pay range for the Property Examiner Supervisor is \$74,713 - \$94,494.

MEMORANDUM OF UNDERSTANDING

RE: Property Examiner Supervisor

The City of Wyoming ("City") and the Wyoming Administrative and Supervisory Employees Association agree as follows:

1. The classification of Property Examiner Supervisor is hereby added to the bargaining unit.
2. The classification of Property Examiner Supervisor is hereby placed at Range A30 of the Classification and Salary Schedule in effect for bargaining unit employees.

CITY OF WYOMING

WYOMING ADMINISTRATIVE AND
SUPERVISORY EMPLOYEES ASSOCIATION

By: _____
Its: City Manager

By: 
Its: President

Date: _____

Date: 9/24/2020

RESOLUTION NO. _____

RESOLUTION TO ACCEPT CARES ACT GRANT FUNDING FROM KENT COUNTY

WHEREAS:

1. The County has received federal funding from the Coronavirus Relief Fund (Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief and Economic Security Act (CARES Act).
2. The County desires to use certain funds it has received from the grant to help fund necessary expenditures incurred by the City of Wyoming related to organizational expenses resulting from responding to the COVID-19 pandemic, subject to the limitations contained in the CARES Act.
3. It is recommended the City Council accept the funds provided through this agreement in the amount of \$1,944,939.42

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the Mayor and City Clerk to execute the agreement with Kent County.
2. The City Council does hereby accept the CARES Act federal funding in the amount of \$1,944,939.42.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 5, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Agreement

Resolution No. _____

GRANT AGREEMENT

THIS GRANT AGREEMENT (“**Agreement**”) is effective as of September ___, 2020, by and between Kent County, a Michigan political subdivision (“**County**”), and City of Wyoming, a Michigan political subdivision (“**Grantee**”).

WHEREAS, County has received federal funding from the Coronavirus Relief Fund (“**Fund**”), pursuant to Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“**CARES Act**”); and

WHEREAS, pursuant to the CARES Act and related federal rules, regulations, decisions, and guidance (collectively, “**CARES Act Laws**”), all amounts received by County from the Fund, including any monies transferred to other local governments, may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) (“**Necessary Expenditures**”); (2) were not accounted for in the County’s budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and (3) are expended by County during the period that begins on March 1, 2020, and ends on December 30, 2020;

WHEREAS, County desires to use certain funds it has received from the Fund to help fund Necessary Expenditures incurred by Grantee related to organizational expenses resulting from responding to the COVID-19 pandemic, subject to the limitations contained in the CARES Act Laws and herein (“**Purpose**”);

WHEREAS, Grantee may not use funds obtained under this Agreement to fill shortfalls in revenue or for any form of revenue replacement or for any other restricted purpose set forth in this Agreement.

ACCORDINGLY, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Grant.** Subject to the terms and conditions of this Agreement and all applicable statutes, laws, and other requirements and rules of law of governmental authorities, County agrees to pay to Grantee \$1,944,939.42 in immediately available funds (the “**Grant**”) promptly after this Agreement is fully executed.
2. **Grant Use.**
 - (a) **Purpose.** Grantee agrees to use the Grant in Kent County and solely for the Purpose.
 - (b) **Timing.** Grantee must use all Grant funds by no later than November 15, 2020. If Grantee anticipates that Grant funds will not be fully expended by November 15, 2020, Grantee must provide County a detailed written plan explaining why the Grant cannot be expended by that date and outlining how the Grant will be expended by December 15, 2020. Such written plan is subject to County’s approval, which it shall provide in its sole discretion. By no later than December 16, 2020, the Grantee shall certify to the County that the Grant has been fully expended or return any unspent Grant funds to the County.
 - (c) **Restrictions.** Grantee may not use any Grant funds:
 1. To create a program that duplicates a County program in any way without prior written approval from the County, which County shall provide in its sole discretion. This includes, but is not limited to, programs for COVID-19-related eviction assistance or economic support grants;

2. To provide any pass-through funding to any entity—excepting those entities regulated by MCL 380.1 et seq.—without prior written approval from County, which County shall provide in its sole discretion;
3. In a way that creates any additional expenses or liabilities for the County now or in the future, including, but not limited to, a cost-matching program;
4. For Grantee revenue replacement of any kind;
5. For COVID-19-related capital expenditures, such as the cost to build temporary medical facilities to treat COVID-19 or the costs of building improvements that help mitigate the spread of COVID-19, that aggregately exceed five percent (5%) of the amount of the Grant, or that cannot be completed by December 30, 2020; or
6. For any expense for which Grantee has received reimbursement from another source including, but not limited to, CARES Act funds provided by the State of Michigan.

3. **Acceptance of Lower Amount.** If Grantee desires to accept Grant funds from County under this Agreement in an amount less than the total amount set forth in Section 1, Grantee may do so by notifying County of the requested reduced amount consistent with Paragraph 15 of the Terms and Conditions.

4. **Registration and Reporting Requirements.** Prior to Grant receipt, Grantee must provide County with its DUNS number and register (or be registered) with the U.S. government’s System for Award Management, available at sam.gov/SAM/. Grantee agrees to promptly provide County with such information as County may reasonably request from time to time related to the Grant, including Grantee’s performance of the Purpose and an accounting of Grantee’s use of the Grant funds. Certain information required by the 45 C.F.R. § 75.352 to be included in this Agreement with respect to the Grant is set forth in Exhibit A, attached hereto and incorporated herein by reference.

5. **Terms and Conditions.** This Agreement is subject to the current version of the KENT COUNTY CARES ACT GRANT TERMS AND CONDITIONS (“**Terms and Conditions**”), available at <https://accesskent.com/caresgrantterms.htm>, which are specifically incorporated herein by reference. To the extent that there is any conflict between this Agreement and the Terms and Conditions, the provisions of this Agreement shall control.

6. **Return of Grant.** Grantee shall immediately return any portion of the Grant to County that (a) is not used for the Purpose; (b) Grantee expends in any manner inconsistent with the CARES Act Laws; (c) County otherwise determines is not an acceptable use of the Grant; or (d) is not expended by December 15, 2020.

7. **Indemnification.** Grantee shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless County, its officers, agents, employees, and the United States Treasury from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys’ fees) directly, indirectly, wholly or partially arising from or in connection with the Grant, this Agreement, or any act or omission of Grantee, its employees, or its agents. Grantee’s obligation under this Agreement shall not exceed any amount that must be returned under Paragraph 6 plus one-hundred and fifty percent (150%) of the Grant. Any amount due to the County under this Agreement including this paragraph may be set off by any amounts due from County to the Grantee from any source.

8. **Complete Agreement; Amendment.** This Agreement (including the Terms and Conditions) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements between the parties. This Agreement may be modified or amended only if the amendment is made in writing and signed by both parties.

9. **Counterparts; Electronic Signature.** This Agreement may be executed in counterparts, each of which will be an original, and all of which, taken together, will constitute a single instrument. The parties expressly agree that the transactions contemplated hereunder may be conducted by electronic means, and a facsimile, electronic scan, pdf, or other electronic signature shall be considered to have the same binding legal effect as an original manual signature.

[Signature page follows]

The parties have executed this Grant Agreement as of the date first set forth above.

COUNTY:

Kent County

By: _____
Mandy Bolt, Chair, for
Kent County Board of Commissioners

GRANTEE:

City of Wyoming

By (Signature): _____

Print Name: _____

Title: _____

EXHIBIT A
FEDERAL AWARD IDENTIFICATION

- Sub-recipient name: City of Wyoming
- Sub-recipient DUNS number: _____
- Federal Award Identification Number: SLT0177
- Federal Award date: March 27, 2020
- Sub-award Period of Performance: March 1, 2020 to December 30, 2020
- Amount of federal funds obligated to the sub-recipient by this agreement: \$1,944,939.42
- Total amount of Federal Award obligated to subrecipient by County: \$1,944,939.42
- Total amount of Federal Award committed to subrecipient by County: \$1,944,939.42
- Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):

This grant is made for purposes of covering costs incurred by sub-recipient pursuant to the Coronavirus Relief Fund (Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”).

- Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:

Awarding Agency: U.S. Department of Treasury
Pass-through Entity: Kent County
Contact Information: Jeff Dood, Fiscal Services Director
300 Monroe Ave., NW
Grand Rapids, MI 49503-2206
crf-reporting@kentcountymi.gov

- CFDA Number and Name: 21.019 – Coronavirus Relief Fund
- Is this grant award for research and development?: No
- Indirect Cost Rate for federal award: Not Applicable

RESOLUTION NO. _____

RESOLUTION TO ACCEPT THE AUTO THEFT PREVENTION
AUTHORITY (ATPA) GRANT

WHEREAS:

1. The Department of Public Safety participates on a multi-jurisdictional law enforcement task force known as the Combined Auto Theft Team (CATT) that combats auto theft and related crime in our community.
2. That team, supervised by the Grand Rapids Police Department, has been approved for grant funding by the ATPA that will fund 60% of a Wyoming police detective's salary, benefits, and vehicle costs.
3. It is recommended the City Council accept \$87,624 in grant funds and apply those dollars toward the cost of a police detective assigned to these duties and an associated vehicle.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the Auto Theft Prevention Authority (ATPA) grant.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 5, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Budget Detail
Agreement

Resolution No. _____

STAFF REPORT

Date: September 23, 2020
Subject: Auto Theft Prevention Authority Grant Award Acceptance
From: Captain James Maguffee
Meeting Date: October 5, 2020

RECOMMENDATION:

It is recommended the City Council approve acceptance of the FY 2021 Auto Theft Prevention Authority (ATPA) grant award.

COMMUNITY, SAFETY, STEWARDSHIP:

Acceptance of this award allows the city to recoup 60% of the salary, benefits, and vehicle costs associated with one police detective position. The total grant award is expected to be \$87,624. Auto theft and associated crimes continue to be relevant public safety and order issues that draw on police resources. Accepting this award and participating in the associated task force with Grand Rapids and Kentwood police departments has proven to be the most efficient and effective deployment of those resources, while leveraging available grant funding.

DISCUSSION:

The Combined Auto Theft Team (CATT) is a multi-jurisdictional law enforcement team supervised by a GRPD sergeant and made up of detectives from GRPD, Kentwood, and Wyoming Police. These crimes, even more than others, cross political boundaries in such a way that to investigate them separately and independently makes little sense. We have been a part of this task force for more than two decades. Communication with the team is seamless and we have great trust in the Grand Rapids supervisor leading it. Wyoming's interests and needs are always met and we feel continued participation is important.

Additionally, we receive the benefits of the latest training, intelligence sharing, technology access, and best practices that would be difficult to replicate if we went it alone.

BUDGET IMPACT:

As described above, participation will allow us to fund 60% of a detective position and vehicle costs with grant dollars – a position we would still have to deploy to work on these crimes if we refused this grant. The grant is valued at \$87,624.

**GRAND RAPIDS POLICE DEPARTMENT
COMBINED AUTO THEFT TEAM (CATT)
COMBINED BUDGET DETAIL**

G-22-21

	2020	2021			Percent
	BUDGET	APPLICATION	BUDGET	ATPA STAFF	60%
		BUDGET	MODIFICATION	RECOMM	ATPA
					SHARE
SWORN EMPLOYEES					
Salaries & Wages:					
(2)GRPD-Detectives	151,044	159,084		159,084	95,450
Fringe Benefits	91,626	88,710		88,710	53,226
Overtime	7,280	7,434		7,434	4,460
(1)GRPD-Sergeant	84,873	89,400		89,400	53,640
Fringe Benefits	49,485	47,991		47,991	28,795
Overtime	4,030	4,122		4,122	2,473
(1)Wyoming PD-Detective	78,253	80,011		80,011	48,007
Fringe Benefits	61,083	59,163		59,163	35,498
Overtime	5,836	6,102		6,102	3,661
(1)Kentwood PD-Detective	71,883	71,883		71,883	43,130
Fringe Benefits	38,182	38,159		38,159	22,895
Overtime	5,183	5,183		5,183	3,110
TOTAL SWORN EMPLOYEES	648,758	657,242		657,242	394,345
VEHICLES					
(3) Grand Rapids PD	60,000	30,000		30,000	18,000
(1) Wyoming PD	6,943	6,865		6,865	4,119
(1) Kentwood PD	10,000	10,000		10,000	6,000
TOTAL VEHICLES	76,943	46,865		46,865	28,119
FIELD OPERATIONS					
Investigative. Supplies	1,000	1,500		1,500	900
MAVTI & IAATI Dues/Training fees	300	300		300	180
IAATI travel/training	5,250	5,300		5,300	3,180
Dell Latitude Tablet and accessories	-	983		983	590
Data Collection/Storage for Pole Cam	540	2,650		2,650	1,590
TOTAL FIELD OPERATIONS	7,090	10,733		10,733	6,440
OFFICE OPERATON					
Office Supplies - copier/paper	1,000	1,000		1,000	600
ACT Meeting supplies and refreshments	-			-	-
Cell phones	1,260	1,260		1,260	756
New printer/copier	1,200			-	-
IT Network access to GR	5,754			-	-
TOTAL OFFICE OPERATIONS	9,214	2,260		2,260	1,356
GRAND TOTAL	742,005	717,100		717,100	430,260
REIMBURSEMENT PERCENT	60%				60%

AGREEMENT
for
PARTICIPATION IN CATT AND RECEIPT OF ATPA GRANT FUNDS
between
City of Grand Rapids (Grand Rapids Police Department)
and
City of Kentwood (Kentwood Police Department)
And
City of Wyoming (Wyoming Police Department)

I. PARTIES

This Agreement is made between City of Grand Rapids (Grand Rapids Police Department), City of Kentwood (Kentwood Police Department), City of Wyoming (Wyoming Police Department).

This Agreement will be performed by the parties' law enforcement agencies. Each party may be referred to in this Agreement by its respective law enforcement agency.

City of Grand Rapids may also be referred to in this Agreement as the "Grant Administrator." The parties are collectively referred to in this Agreement as the Combine Auto Theft Team (CATT).

II. PURPOSE

The purpose of this Agreement is to set forth the relationship and responsibilities of the members of CATT.

III. EXHIBITS

The following exhibits are part of this Agreement:

Exhibit A: FY 2021 Automobile Theft Prevention Authority (ATPA) Grant Application.

Exhibit B: FY 2021 ATPA Grant Contract.

IV. RESPONSIBILITIES

CATT agrees to accomplish the following objectives, which are more fully outlined in Exhibit A and Exhibit B:

City of Grand Rapids (Grand Rapids Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.

- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the ATPA the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Receive quarterly progress reports and reimbursement requests from CATT participating law enforcement agencies, compile received reports, and submit compiled data with supporting documentation to the ATPA by the due dates designated in the ATPA Grant Contract (Exhibit B).

City of Kentwood (Kentwood Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

City of Wyoming (Wyoming Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

The Parties mutually agree:

- a. To make all reasonable efforts to ensure that all reports are submitted to the Grant Administrator, compiled, and forwarded to the ATPA by the due dates designated in the ATPA Grant Contract (Exhibit B).
- b. To work cooperatively to fulfill all grant requirements as stated in the ATPA Grant Contract (Exhibit B).
- c. To use the Michigan High Intensity Drug Trafficking Areas' Deconfliction Center on all cases, when applicable.

V. LIABILITY

Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.

VI. ASSURANCES

Each party certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
- Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or 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; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, on making false statements, or receiving stolen property;
- Have not within a two-year period preceding this Agreement been convicted of a felony criminal violation under any federal law; and
- Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

VII. CORRESPONDENCE

All notices or other written communications shall be addressed as indicated in this section, or as specified, by a subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other communications required by, or related to, this Agreement shall be in writing and shall be delivered in one of the following manners:

- a. In person.
- b. By certified registered mail, return receipt requested, with all postage or charges prepaid; or,
- c. By email to the email address identified for the authorized representative.

Grand Rapids:

Contact: *Sgt. Jim Wojczynski*
 Address: *01 Monroe Center NW*
 City, State, Zip: *Grand Rapids ME 49503*
 Telephone: *616-456-3338*
 Email: *jwojczyn@grcity.us*

Kentwood:

Contact: *Capt. Stephanie Morningstar*
 Address: *4742 Walima Ave SE*
 City, State, Zip: *Kentwood, ME, 49512*
 Telephone: *616-656-6601*
 Email: *morningstars@kentwood.us*

Wyoming:

Contact: Lt. Timothy POLS
Address: 2500 DEHOOP AVE SW
City, State, Zip: WYOMING, WY, 84001
Telephone: 616-257-9719
Email: POLS@WYOMINGMI.GOV

VIII. TERM

This Agreement is contingent upon funds being awarded by the ATPA for auto-theft prevention activities. This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, for a period beginning October 1, 2020 through September 30, 2021, unless terminated early, as hereinafter set forth.

IX. TERMINATION

Any party may terminate this Agreement for any reason, provided that at least 30 days advance written notice of termination is given to the non-terminating parties by the terminating party.

X. ENTIRE AGREEMENT AND AMENDMENT

This Agreement is the complete and exclusive Agreement between the Parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, proposals, and other communications between the Parties either oral or written. This Agreement may only be amended by a written document signed by the Parties after receiving approval from their governing bodies. However, a Party may change its Correspondence information without amending the Agreement in accordance with Section VII; it is not necessary to amend this Agreement for the sole purpose of changing the Correspondence information.

XI. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

XII. SIGNATURES

Each Party certifies that it has received approval from its governing body via resolution to enter into this Agreement. The person signing this Agreement on behalf of each Party certifies that he or she has the necessary approval and authority to sign this Agreement on behalf of the Party and bind the Party to the terms and conditions contained herein.

City of Grand Rapids (Grand Rapids Police Department)

By:  Date: 9/25/2020
Printed Name: _____
Title: _____

City of Kentwood (Kentwood Police Department)

By: [Signature] Date: 9-15-20

Printed Name: Richard Roberts

Title: Chief of Police

City of Wyoming (Wyoming Police Department)

By: [Signature] Date: 9/24/2020

Printed Name: Kimberly S. Kesh

Title: Director of Public Safety

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AND DISTRIBUTE GRANT FUNDING
RECEIVED FROM THE OFFICE OF HIGHWAY SAFETY PLANNING
FOR KENT COUNTY DUI/SEAT BELT OVERTIME TRAFFIC ENFORCEMENT

WHEREAS:

1. The City of Wyoming has requested to serve as the host agency for the "Kent County DUI/Seatbelt Overtime Traffic Enforcement" grant, as appointed by the State of Michigan, Office of Highway Safety Planning.
2. The City of Wyoming would accept and reimburse \$128,314 in grant funds designated for overtime patrols to enforce safety restraint and operating while intoxicated violations to five agencies participating in the Task Force.

NOW, THEREFORE, BE IT RESOLVED:

1. Chief Kimberly Koster shall serve as the Director of the Task Force.
2. Kate Balfoort shall serve as the Finance Director of the Task Force.
3. The attached budget amendment is approved.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 5, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Budget Detail Reports
OHSP Grant

CITY OF WYOMING BUDGET AMENDMENT

Date: October 5, 2020

Budget Amendment No. 037

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$128,314 of additional budgetary authority to provide funding for the Kent County DUI/Seat Belt Overtime Traffic Enforcement grant and recognize the associated revenue from the Office of Highway Safety Planning as per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Federal Grants-OHSP OWI				
101-505.001	-	128,314.00		128,314.00
Police - OHSP OWI - Salaries-Uniform OT Salaries				
101-305-31504-709.000	-	19,347.00		19,347.00
Police - OHSP OWI - FICA				
101-305-31504-715.000	-	1,480.00		1,480.00
Police - OHSP OWI - Workers Comp Insurance				
101-305-31504-719.000	-	255.00		255.00
Police - OHSP OWI - Grand Rapids Distribution				
101-305-31504-956.520	-	26,605.00		26,605.00
Police - OHSP OWI - Kentwood Distribution				
101-305-31504-956.522	-	26,427.00		26,427.00
Police - OHSP OWI - Walker Distribution				
101-305-31504-956.523	-	23,150.00		23,150.00
Police - OHSP OWI - Kent County Distribution				
101-305-31504-956.525	-	31,050.00		31,050.00
Fund Balance/Working Capital (Fund 101)		\$ -	\$ -	

Recommended: *Kate Bayliss*
Finance Director

C. J. P. Ab
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2020-2021 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

PAGE 1A - FOR OHSP USE ONLY**FISCAL YEAR:**
2021**PROJECT TITLE:**
Kent County DUI/Seat Belt Overtime Traffic Enforcement**GRANT NUMBER:**
PT-21-10**APPLICANT:**
Wyoming Department of Public Safety**APPROVED GRANT PERIOD:**
10/01/2020 through 09/30/2021**FUNDING BREAKDOWN**

FUND TYPE/CFDA #	PAP	TASK	FEDERAL FUNDS COMMITTED	FAIN#
402-20.600	21-PT	1	\$128,314	69A37518300004020MI0

APPROVED BUDGET SUMMARY

COST CATEGORY	FEDERAL	NON-FEDERAL	TOTAL
PERSONNEL COSTS	\$128,314	\$ 0	\$128,314
CONTRACTUAL SERVICES	0	0	0
OPERATING COSTS	0	0	0
EQUIPMENT	0	0	0
INDIRECT COSTS	0		0
TOTAL APPROVED COSTS	\$128,314	\$ 0	\$128,314

OHSP APPROVAL**SIGNATURE**

TITLE

Division Director

DATE APPROVED

9/21/20



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

September 21, 2020

Lt. Eric Wiler
Wyoming Department of Public Safety
2300 DeHoop Avenue
Wyoming, Michigan 49509

Subject: PT-21-10

Dear Lieutenant Wiler:

The Michigan Office of Highway Safety Planning (OHSP) has approved \$128,314 in federal funds for Highway Safety Project grant number PT-21-10, "Kent County DUI/Seat Belt Overtime Traffic Enforcement," for the grant period of October 1, 2020, through September 30, 2021.

This grant is approved with the following conditions:

1. **Funding is contingent upon the availability of U.S. Department of Transportation Highway Safety Funds.**
2. A grant orientation meeting is required and will be scheduled by your OHSP grant coordinator.
3. Quarterly financial reports are due: January 30, April 30, July 30, and October 30. A final progress report is due: October 30.
4. Grantees must comply with the Grant Management Requirements set forth in this grant. Please consult the grant application for further details.
5. Any changes to the grant's objectives, activities, and/or approved budget must have OHSP approval.

If you have any questions regarding your grant, please contact your OHSP grant coordinator, Patricia Eliason at 517-284-3061. We look forward to working with you during the course of the project.

Sincerely,

Michael L. Prince, Director
Office of Highway Safety Planning

Enclosures

cc: Mr. Curtis Holt
Ms. Kate Balfort

OHSP FY '20-'21 Grant

Kent County Traffic Safety Task Force

Budget Detail OWI /
Seatbelt Enforcement

AGENCY	Hours	Base OT Wage	Wage Amount	FICA Rate	FICA \$ Amount	Retirement Rate	Retirement \$ Amount	Comp Rate	Comp. \$ Amount	Fringe \$ Amount	Wage and Fringe Total
Grand Rapids Police Department	354.0	\$57.21	\$20,252	0.0145	\$294	0.2852	\$5,776	0.014	\$284	\$6,353	\$26,605
Kent County Sheriff's Dept.	450.0	\$56.58	\$25,461	0.0765	\$1,948	0.1371	\$3,491	0.0059	\$150	\$5,589	\$31,050
Kentwood Police Department	354.0	\$57.96	\$20,518	0.0765	\$1,570	0.1996	\$4,095	0.0119	\$244	\$5,909	\$26,427
Walker Police Department	354.0	\$53.90	\$19,081	0.0765	\$1,460	0.1100	\$2,099	0.0268	\$511	\$4,070	\$23,150
Wyoming Police Department	354.0	\$54.65	\$19,346	0.0765	\$1,480	0	\$0	0.0132	\$255	\$1,735	\$21,081
TOTAL	1866.0		\$104,658		\$6,751		\$15,461		\$1,445	\$23,656	\$128,314
											\$128,314

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AND DISTRIBUTE GRANT FUNDING
RECEIVED FROM THE OFFICE OF HIGHWAY SAFETY PLANNING
FOR KENT COUNTY DISTRACTED DRIVING OVERTIME ENFORCEMENT

WHEREAS:

1. The City of Wyoming has requested to serve as the host agency for the "Kent County Distracted Driving Overtime Enforcement", as appointed by the State of Michigan, Office of Highway Safety Planning.
2. The City of Wyoming would accept and reimburse \$23,821 in grant funds designated for overtime patrols to enforce distracted driving violations to three agencies participating in the Task Force.

NOW, THEREFORE, BE IT RESOLVED:

1. Chief Kimberly Koster shall serve as the Director of the Task Force.
2. Kate Balfoort shall serve as the Finance Director of the Task Force.
3. The attached budget amendment is approved.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 5, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Budget Detail Reports
OHSP Grant

CITY OF WYOMING BUDGET AMENDMENT

Date: October 5, 2020

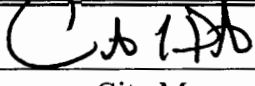
Budget Amendment No. 039

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$23,821 of additional budgetary authority to provide funding for the Kent County Distracted Driving OT Enforcement Program grant and recognize the associated revenue from the Office of Highway Safety Planning as per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Federal Grants-OHSP Strategic Traffic Enf				
101-505.003	79,487.71	23,821.00		103,308.71
Police - OHSP Strategic Traffic Enf - Salaries-Uniform OT Salaries				
101-305-31506-709.000	10,035.33	5,465.00		15,500.33
Police - OHSP Strategic Traffic Enf - FICA				
101-305-31506-715.000	776.81	418.00		1,194.81
Police - OHSP Strategic Traffic Enf - Workers Comp Insurance				
101-305-31506-719.000	98.90	72.00		170.90
Police - OHSP Strategic Traffic Enf - Grand Rapids Distribution				
101-305-31506-956.520	11,567.25	7,516.00		19,083.25
Police - OHSP Strategic Traffic Enf - Kent County Distribution				
101-305-31506-956.525	17,881.43	10,350.00		28,231.43
Fund Balance/Working Capital (Fund 101)		\$ -	\$ -	

Recommended: 
Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2020-2021 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk


PAGE 1A - FOR OHSP USE ONLY**FISCAL YEAR:**
2021**PROJECT TITLE:**
Kent County Distracted Driving Overtime Enforcement**GRANT NUMBER:**
DD-21-04**APPLICANT:**
Wyoming Department of Public Safety**APPROVED GRANT PERIOD:**
10/01/2020 through 09/30/2021**FUNDING BREAKDOWN**

FUND TYPE/CFDA #	PAP	TASK	FEDERAL FUNDS COMMITTED	FAIN#
403-20.614	21-DD	0	\$23,821	DTNH2215H00473-0002

APPROVED BUDGET SUMMARY

COST CATEGORY	FEDERAL	NON-FEDERAL	TOTAL
PERSONNEL COSTS	\$23,821	\$ 0	\$23,821
CONTRACTUAL SERVICES	0	0	0
OPERATING COSTS	0	0	0
EQUIPMENT	0	0	0
INDIRECT COSTS	0		0
TOTAL APPROVED COSTS	\$23,821	\$ 0	\$23,821

OHSP APPROVAL

SIGNATURE	TITLE	DATE APPROVED
	Division Director	9/29/20



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

September 28, 2020

Lt. Eric Wiler
Wyoming Department of Public Safety
2300 DeHoop Ave Southwest
Wyoming, Michigan 49509

Subject: DD-21-04

Dear Lieutenant Wiler:

The Michigan Office of Highway Safety Planning (OHSP) has approved \$23,821 in federal funds for Highway Safety Project grant number DD-21-04, "Kent County Distracted Driving Overtime Enforcement," for the grant period of October 1, 2020, through September 30, 2021.

This grant is approved with the following conditions:

1. **Funding is contingent upon the availability of U.S. Department of Transportation Highway Safety Funds.**
2. A grant orientation meeting is required and will be scheduled by your OHSP grant coordinator.
3. Quarterly progress and financial reports are due: January 30, April 30, and July 30.
4. Grantees must comply with the Grant Management Requirements set forth in this grant. Please consult the grant application for further details.
5. Any changes to the grant's objectives, activities, and/or approved budget must have OHSP approval.

If you have any questions regarding your grant, please contact your OHSP grant coordinator, Linda Fech at 517-284-3063. We look forward to working with you during the course of the project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael L. Prince'.

Michael L. Prince, Director
Office of Highway Safety Planning

cc: Mr. Curtis Holt
Ms. Kate Balfort

OHSP FY '20-'21 Grant

Kent County Traffic Safety Task Force

Budget Detail Distracted Driving

AGENCY	Hours	Base OT Wage	Wage Amount	FICA Rate	FICA \$ Amount	Retirement Rate	Retirement \$ Amount	Comp Rate	Comp. \$ Amount	Fringe \$ Amount	Wage and Fringe Total
Grand Rapids Police Department	100.0	\$57.21	\$5,721	0.0145	\$83	0.2852	\$1,632	0.014	\$80	\$1,795	\$7,516
Kent County Sheriff's Dept.	150.0	\$56.58	\$8,487	0.0765	\$649	0.1371	\$1,164	0.0059	\$50	\$1,863	\$10,350
Wyoming Police Department	100.0	\$54.65	\$5,465	0.0765	\$418	0	\$0	0.0132	\$72	\$490	\$5,955
TOTAL	350.0		\$19,673		\$1,150		\$2,795		\$202	\$4,148	\$23,821
											\$23,821

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE AND DIRECT THE MAYOR AND CITY CLERK TO SIGN INDIGENT DEFENSE ATTORNEY SERVICES CONTRACTS AND SUCH OTHER CONTRACTS AS MAY FROM TIME TO TIME BE APPROVED BY REPRESENTATIVES OF THE INDIGENT DEFENSE COLLABORATION AMONG GRANDVILLE, WALKER, KENTWOOD AND WYOMING

WHEREAS:

1. The Michigan Indigent Defense Commission (“MIDC”) provides grants to court funding units to implement standards for the defense of indigent criminal defendants proposed by the MIDC and approved by Michigan Department of Licensing and Regulatory Affairs.
2. Currently MIDC Standards 1-4 must be implemented and Standard 5 must be implemented beginning October 1, 2021.
3. Grandville and Walker as the court funding units for the 59th District Court, Wyoming at the court funding unit for the 62-A District Court, and Kentwood as the court funding unit for the 62-B District Court are collaborating for a single MIDC grant to provide funding (to the extent it exceeds their respective local shares based on amounts they were paying for indigent defense before the MIDC Standards took effect) for indigent criminal defense attorney services in those courts and for contracting with criminal defense attorneys, law firms and organizations to provide those services in those courts.
4. Representatives of the cities designated by the respective city manager of each city issued a request for proposals to provided indigent criminal defense attorneys services, interviewed those who submitted proposals, and proposed contracts with the Kent County Office of the Defender (“KCOD”) to provide those services and contracts with other attorneys and law firms to provide those services in cases in which KCOD has a conflict.
5. Those contracts are conditioned upon obtaining an MIDC grants during the 2021 and subsequent state fiscal years in amounts sufficient to pay the costs of those contracts and other costs related indigent criminal defense.
6. Those contracts may from time-to-time need to be modified or replaced to address changes in the availability of attorneys providing indigent criminal defense services as conflict counsel, changes in MIDC requirements, changes in MIDC grant funds, or for other reasons.
7. The form and substance of the MIDC grant have been determined though amount of the grant to the cities for state fiscal year 2021 will not be established by the MIDC until October 20, 2021.
8. Each of the cities believes it is not necessary for their governing bodies to review and approve each subsequent year’s MIDC grant agreement, MIDC contracts allowing for uses of unexpended grant funds in one state fiscal year to pay costs in the next state fiscal year, modifications to or replacements of contracts with indigent criminal defense attorney services providers, or other indigent criminal defense related contracts and expenditures if the designated representatives of the cities unanimously agree to them, MIDC grant funds together with the local shares of each of the cities are sufficient to pay any contractual obligations, and they do not impose any substantial additional obligations on any of the cities or the three courts.

NOW, THEREFORE, BE IT RESOLVED:

1. The MIDC grant contract for state fiscal year 2021 is approved in substantially form and substance reviewed and approved by the designated representatives of the cities.
2. Amendments to the MIDC grant contract, MIDC grant contract for subsequent state fiscal years, contracts with KCOD to provide indigent criminal defense attorney services, contracts with other indigent criminal defense attorney services providers to provide services as conflict counsel, and

10.05.2020
City Attorney

other contracts and expenditures as may from time-to-time be reasonably needed to implement MIDC Standards are approved when (i) the representatives of each of the cities designated by the cities respective city managers unanimously approve them, (ii) they require no expenditures from this city beyond those budgeted for indigent criminal defense, (iii) they do not impose any substantial additional obligations on any of the cities or the three courts.

3. The Mayor and City Clerk are authorized and directed to sign the documents described in paragraphs 1 and 2 of this resolution.
4. All resolutions and parts of resolutions are, to the extent any conflict with this Resolution, rescinded.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 5, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: September 30, 2020
Subjects: Memorandum of Collaboration for Indigent Defense Services
From: Scott Smith, City Attorney
Meeting Date: October 5, 2020

RECOMMENDATIONS:

Adopt the Resolution Approving and Authorizing and Directing the Mayor and City Clerk to Sign Indigent Defense Attorney Services Contracts and Such Other Contracts as May from Time to Time Be Approved by Representatives of the Indigent Defense Collaboration among Grandville, Walker, Kentwood and Wyoming.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – This resolution authorizes the Mayor and Clerk to sign agreements approved by representatives of Wyoming, Grandville, Walker and Kentwood who have collaborated to provide indigent criminal defense services in the 59th, 62-B and 62-A District Courts with a single Michigan Indigent Defense Commission (MIDC) grant. Kent County and the 63rd District Court are indirectly collaborating by obtaining MIDC grant funding for and managing contracts for indigent defense attorney services during video arraignments of defendants held at the Kent County Correctional Facility.

Safety – Providing appropriate criminal defense attorneys services for indigent defendants is a key element of the criminal justice system and is therefore a component of law enforcement.

Stewardship – The attorney contracts were a result of a competitive proposals submitted in response collaborative request for proposals This resulted in increased transparency and accountability. It also markedly reduced the costs, perhaps more than \$1M from proposals made before the RFP was issued.

BUDGET IMPACT:

Changes in costs will be reflected in MIDC grants, with the City's local share (and the local shares of the other three cities) unaffected by this arrangement. However, this may reduce time spent by City staff for MIDC grant administration and compliance.

DISCUSSION:

Collaboration among Kent County court funding units and courts is extraordinary. All cooperatively work to provide high quality indigent criminal defense attorney services complying with applicable MIDC Standards in an efficient and cost-effective manner. We have shared best practices and documents, concertedly addressed issues with the MIDC, and even cooperated in grant requests and administration to reduce unneeded duplication, enhance efficiencies, and control costs.

Collaboration among Wyoming, Grandville, Walker and Kentwood was formalized by a Collaboration Memorandum that Council approved earlier this year. Decisions by representatives of these communities and of the three district courts are made by consensus and the concerns of all participants are addressed.

This resolution will approve the contract with the Kent County Office of the Defender (KCOD) and the forms of contracts with conflict counsel. We prepared these contracts using our past KCOD contract and our standard contract forms language as a basis and the other communities agreed. KCOD has signed off on the contract language and is awaiting MIDC's approval of our grant before signing. We are just now reaching out to attorneys who will serve when KCOD has a conflict.

This resolution also authorizes the Mayor and Clerk to sign, without additional Council approval, future documents unanimously approved by Wyoming, Grandville, Walker and Kentwood representatives.

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO AMEND THE
PROFESSIONAL SERVICES AGREEMENT WITH P.M. BLOUGH, INC.

WHEREAS:

1. On June 4, 2018, the Wyoming City Council authorized the City Manager to accept an amended proposal for professional services with P.M. Blough, Inc. (PMB), resulting in a total amount of \$102,780 having engaged the architectural firm to proceed with the necessary surveys, creation of related documents to obtain permits, creation of construction and bid documents, including review of bids and award recommendation, and finally for the project management and inspections services for the Ideal Park Redevelopment Project.
2. The Ideal Park Redevelopment Project is funded by a State of Michigan Natural Resources Trust Fund Grant; the expenses have been approved by the State and must be tracked in detail to obtain reimbursement.
3. Over the course of the project, additional and unexpected expanded wetland permitting was required. Further the project was impacted by the COVID-19 pandemic requiring additional later stage construction inspections, virtual progress review meetings, and processing of COVID-19 health assessment forms, etc.
4. As detailed in the attached memorandum, these unique circumstances resulted in additional professional services beyond both the control of the architect and the city.
5. The cost for these additional services is \$1,875. Funds are available in the Ideal Park Capital Improvement account 208-752-75600-975.141.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council authorizes the City Manager to amend the agreement for professional services with P.M. Blough, Inc., in the total amount of an additional \$1,875.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 5, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Memorandum

Resolution No. _____

MEMORANDUM

TO: Ms. Rebecca Rynbrandt
Director of Community Services
FROM: Pamela Blough, PMB, Inc.
DATE: September 21, 2020
RE: Unexpected Services incurred by PMB.

Due to the unexpected wetland permitting, as well as the impact of COVID on the later stages of construction, our services have extended beyond the contracted amount. Each of the noted issues were out of anyone's control. Therefore, PMB is seeking additional fees to cover the added services.

Wetland Permitting

We worked closely with you and MDEQ to resolve the issues regarding the wetlands determined to be on the Ideal Park property. This effort became needed when the MDEQ identified these wetlands as part of the Joint Permit review for the Floodplain permit review which we have been assisting in the coordination of. The efforts regarding the wetland portions have included close coordination with a wetland consultant (hired by the City), MDEQ staff, as well as revisions to the construction documents and permit application.

Construction Inspections

Due to COVID, the construction timeline was disrupted and extended. PMB's construction efforts were both altered in its procedures, but also increased due to the extended period. Virtual progress review accounts were added to the existing on-site reviews. On site reviews were also altered per state requirements affecting gatherings.

These unexpected and additional services caused PMB's professional services to exceed the current contract amount by \$1,875.00. We respectfully request adjustment to the contract in this amount.

Please let me know if you require any additional information.

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE REPAIR
OF GEZON PARK IRRIGATION SYSTEMS, AUTHORIZE A BUDGET AMENDMENT TO
ALLOW FOR THE EXPENSE, AND AUTHORIZE PAYMENT
TO GRAPIDS IRRIGATION

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council concur with the repair of irrigation systems at Gezon Park and authorize payment to Grapids Irrigation in the total amount of \$12,404.
2. This expense was unanticipated and as a result funds were not included in the budget for such extensive repair, a fund balance budget amendment in an amount of \$12,400 is necessary to increase the park service area's repairs and maintenance account; number 208-752-75600-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the repair of Gezon Park irrigation systems and authorizes payment to Grapids Irrigation.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.
3. The City Council does hereby approve the attached budget amendment in the amount of \$12,400.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 5, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Invoice

Resolution No. _____

STAFF REPORT

Date: September 29, 2020

Subject: Payment for Irrigation System Repairs at Gezon Park

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: October 5, 2020

RECOMMENDATION:

It is recommended that the City Council concur with the repair of irrigation systems at Gezon Park, authorize a budget amendment allowing for the use of Parks and Recreation Fund fund balance in an amount of \$12,400 to offset the expense, and authorize payment to Grapids Irrigation in the total amount of \$12,404.

COMMUNITY, SAFETY, STEWARDSHIP:

City facilities are critical to providing essential services to the City's residents and businesses. The City strives to provide safe, convenient, and well-maintained facilities with minimal burden to the taxpayer. Access to well-maintained facilities, such as athletic and leisure facilities found at Gezon Park, directly improve the patron's experience, and support the retention and provision of high-quality services to residents.

DISCUSSION:

On July 2 Parks and Facilities Technician II Pat Blake obtained approval by former Parks and Facilities Supervisor Jason Cass to engage contractors to repair portions of the Gezon Park irrigation systems. These systems primarily provide irrigation to the football fields and the baseball/softball fields.

As Grapids Irrigation is a long-standing contractor of the City, the Parks and Facilities Technician understood that the contractor had approval to proceed. However, there was discrepancy as to the assigned value that was authorized by staff. Grapids Irrigation understood they had authorization to perform any and all repairs they deemed necessary to bring the system online. The park's assigned maintenance staff understood that the work was to proceed until Grapids Irrigation expensed up to \$1,500. Ultimately, the now former supervisor did not visit the site to assess the situation, did not obtain information on the extent of repairs needed from staff or the vendor, nor did he obtain quotes from the vendor to perform the work. This lack of communication, lack of following purchasing policy, resulted in work being performed and an invoice being submitted in the amount of \$14,005.79.

As the Director, I was notified on Friday, August 7 of this work and the resulting costs. I immediately took action to investigate the invoice and work authorization process. Over the course of several weeks, staff interviews were performed, and meetings were held with Grapids Irrigation. Ultimately it was confirmed by my office on September 14 that the work was incurred, product placement confirmed, and labor hours calculated. This work resulted in the reduction of the bill to \$12,404, a remaining liability to the City which needs to be paid.

BUDGET IMPACT:

This contracted work was not planned for in the FY 2021 budget. Basic irrigation repairs are planned for in the budget including a sprinkler head here and there, the replacement of a malfunctioning clock, etc. Park staff generally perform the repairs and product purchases of up to \$2,200 were planned for the *entire* park system.

This contracted expense was unanticipated and as a result funds were not included in the budget for such extensive repair to a single park property; a fund balance budget amendment in an amount of \$12,400 is necessary to increase the park service area's repairs and maintenance account; number 208-752-75600-930.000.

ATTACHMENTS:

Resolution
Budget Amendment
Invoice

###



1170 Plainfield Ave NE - Grand Rapids, MI 49503
 GR 616-235-6666 K-zoo 269-372-6600
www.GRAPIDS.com

Invoice

Date	Invoice #
7/24/2020	688542

Bill To
5651 Gezon C/O City of Wyoming 1155 28th St SW Wyoming, MI 49509

Ship To
5651 Gezon 5651 Gezon Wyoming, MI 49519

Terms	Ship	Due Date
Net 30	7/24/2020	8/23/2020

Quantity	Item Code	Description	Price Each	Serviced	Amount
1	Rps	Service Call - Work Order 159913 Work Description: - 0717TC coonfirm 7/23 7-730 to complete work from 7/2 0713sd CLOCK 1 (Part 1) -Zone 1 replace 9 rotors that were leaking. 9 x \$67 = \$603 -Zone 2 replace 2 rotors that were leaking. 2 x \$67 = \$134 -Zone 3 replace 4 rotors that were leaking 1 wasn't rotating 5 x \$67 = \$335 fixed one 1" Poly leak. 1 x \$127.65 = \$462.65 -Zone 4 replace 6 rotors that were leaking. 6 x \$67 = \$402 -Zone 5 replace 6 rotors that were leaking and 2 were broken. 8 x \$67 = \$536 -Zone 6 replace 2 rotors that were leaking. 2 x \$67 = \$134 -Zone 7 replace 7 rotors that were leaking. 7 x \$67 = \$469 Total: 39 Rotors 1 poly leak = \$2740.65 CLOCK 1 (Part 2) -Zone 8 replace 6 rotors that were leaking. 6 x \$67 = \$402 -Zone 9 replace 5 rotors that were leaking. 5 x \$67 = \$335 -Zone 10 replace 6 rotors that were leaking. 6 x \$67 = \$402	12,404.00	7/2/2020	12,404.00

See how we are supplying fresh water to Africa! give.lifewater.org/grapidsirrigation	Invoice Balance
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Invoice

1170 Plainfield Ave NE - Grand Rapids, MI 49503
 GR 616-235-6666 K-zoo 269-372-6600
www.GRAPIDS.com

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5651 Gezon 5651 Gezon Wyoming, MI 49519

Terms	Ship	Due Date
Net 30	7/24/2020	8/23/2020

Quantity	Item Code	Description	Price Each	Serviced	Amount
		-Zone 11 replace 6 rotors that were leaking and 1 was not rotating. 7 x \$67 = \$469 -Zone 12 replace 7 rotors that were leaking. 7 x \$67 = \$469 -Zone 13 replace 4 rotors that are leaking. 4 x \$67 = \$268 -Zone 14 replace 7 rotors that were leaking. 7 x \$67 = \$469 Total: 42 Rotors = \$2814.00 CLOCK 2 (Part 1) -Zone 1 replace 6 rotors that were leaking 6 x \$67 = \$402 -Zone 2 replace 2 rotors that were leaking 2 x \$67 = \$134 -Zone 3 replace 4 rotors that were leaking and 1 not rotating 5 x \$67 = \$335 -Zone 4 replace 8 rotors that were leaking 2 not rotating and 1 was broken 11 x \$67 = \$737 Total: 24 Rotors = \$1608.00 CLOCK 2 (Part 2) -Zone 6 replace 6 rotors that were leaking 6 x \$67 = \$402 -Zone 7 replace 5 rotors that were leaking 5 x \$67 = \$335 -Zone 8 replace 7 rotors that were leaking 7 x \$67 = \$469 -Zone 9 replace 5 rotors that were leaking 5 x \$67 = \$335 -Zone 10 replace 8 rotors that were leaking 8 x \$67 = \$536 Total: 31 Rotors = \$2077.00		7/2/2020	

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Invoice

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 GR 616-235-6666 K-zoo 269-372-6600
www.GRAPIDS.com

Date	Invoice #
7/24/2020	688542

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Ship To
5651 Gezon 5651 Gezon Wyoming, MI 49519

Terms	Ship	Due Date
Net 30	7/24/2020	8/23/2020

Quantity	Item Code	Description	Price Each	Serviced	Amount
		CLOCK 3 (Part 1) -Zone 4 replace 3 sport filed rotors that were leaking. 3 x \$239.36 = \$718.08 -Zone 5 replace 1 rotor that was leaking. 1 x \$67 = \$67 -Zone 6 replace 1 spray that was leaking. 1 x \$46.72 = \$46.72 -Zone 7 replace 1 spray that was leaking. 1 x \$46.72 = \$46.72 -Zone 8 replace 4 sprays that were leaking and replaced 7 Nozzles. 4 x \$46.72 = \$186.88 7 x \$13.38 = \$93.66 -Zone 9 replace 3 rotors that were leaking. 3 x \$67 = \$201 -Zone 11 replace 3 rotors that were leaking and 1 wasn't rotating. 4 x \$67 = \$268 -Zone 12 replace 10 rotors that were leaking. 10 x \$67 = \$670 -Zone 13 replace 3 sport filed rotors that were leaking. 3 x \$239.36 = \$718.08 Total: 6 SPORT Rotors, 18 Rotors, 6 Sprays 7 Nozzles TOTAL= \$3016.14 Clock 3 (Part 2) -Zone 14 replace 1 sport filed rotor that was leaking. 1 x \$239.36 = \$239.36 -Zone 15 replace 1 sport filed rotor that was leaking. 1 x \$239.36 = \$239.36 -Zone 16 replace 1 sport filed rotor that was leaking. 1 x \$239.36 = \$239.36 -Zone 17 replace 6 sprays that were leaking and replaced 5 Nozzles. 6 x \$46.72 = \$280.32 5 x		7/2/2020	

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www.GRAPIDS.com

Invoice

Date	Invoice #
7/24/2020	688542

Bill To
5651 Gezon C/O City of Wyoming 1155 28th St SW Wyoming, MI 49509

Ship To
5651 Gezon 5651 Gezon Wyoming, MI 49519

Terms	Ship	Due Date
Net 30	7/24/2020	8/23/2020

Quantity	Item Code	Description	Price Each	Serviced	Amount
		<p>\$13.38 = \$66.90 -Zone 18 replace 4 sprays that were leaking and replaced 4 Nozzles. 4 x \$46.72 = \$186.88 4 x \$13.38 = \$53.52 -Zone 19 replace 4 Nozzles and 1 rotor that was leaking. 4 x \$46.72 = \$186.88 1 x \$67 = \$67 -Zone 20 replace 5 rotors that were leaking. 5 x \$67 = \$335 -Zone 21 replace 1 sport filed rotor that was leaking. 1 x \$239.36 = \$239.36 Total: 4 SPORT Rotors, 6 Rotors, 10 Sprays, 13 Nozzles TOTAL = \$2000.58</p> <p>Total: \$14,005 Discount of \$1400 (or 10%) (\$12605 minus 3 Rotors (\$67x3)) Approved by Ops Mgr.</p> <p>NEW TOTAL: \$12,404</p> <p>Notes: We received a call from Pat, scheduled a call for 7/2 Javier was given the instructions we had not been there in a long time and that there would be alot of work also that there are heads missing and many different types of heads to replace.</p> <p>His statement is: Was given approval by groundskeeper onsite. He worked thru clock 1. Had to leave job incomplete left off at zone 14 with repairs done.</p> <p>He was given approval to come back with</p>		7/2/2020	

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Invoice

Date	Invoice #
7/24/2020	688542

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Terms	Ship	Due Date
Net 30	7/24/2020	8/23/2020

Quantity	Item Code	Description	Price Each	Serviced	Amount
		expectations it would take entire day with 2 technicians.		7/2/2020	

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Ship To
5651 Gezon 5651 Gezon Wyoming, MI 49519

Terms	Ship	Due Date
Net 30	7/24/2020	8/23/2020

Quantity	Item Code	Description	Price Each	Serviced	Amount
2.03	Joaquin Porto	Technician Joaquin	0.00	7/2/2020	
12	Raul Machuca	Machuca, Raul	0.00	7/2/2020	0.00
20.07	Javier Guzman	Technician Javier	0.00	7/7/2020	0.00
		0.00% Non for POS Tax Agency	0.00%	7/23/2020	0.00

See how we are supplying fresh water to Africa! give.lifewater.org/grapidsirrigation Pay online at Grapids.com!	Invoice Balance	\$12,404.00
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RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM MOSS TO REPLACE THE TECHNOLOGY IN
THE CITY OF WYOMING COUNCIL CHAMBERS AND TO AUTHORIZE THE
MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT AND
APPROVE THE ATTACHED BUDGET AMENDMENT

WHEREAS:

1. As detailed in the staff report, Moss has provided a quote to replace the technology in the City of Wyoming council chambers in the total estimated amount of \$79,500.15.
2. It is recommended the City Council accept the quote.
3. Funds for the project will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Moss to replace the technology in the City of Wyoming council chambers.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby authorize the attached budget amendment.
4. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 5, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Quote

Contract

Resolution No. _____

STAFF REPORT

Date: September 29, 2020

Subject: Council Chambers Technology Upgrade

From: Pat Firestone, Director of Information Technology

Meeting Date: October 5, 2020

RECOMMENDATION:

It is recommended that the City Council authorize the quote from Moss, to replace the technology in the City of Wyoming Council Chambers, in the amount of \$79,500.15.

COMMUNITY, SAFETY, STEWARDSHIP:

Community - Information Technology staff continues to standardize and update software, hardware, and infrastructure technology on a regular basis. This normal upgrade process continues to keep the City of Wyoming current with the latest hardware, software, and infrastructure providing reliable and faster response times for employee technology tasks and preventing obsolescence.

Stewardship - The equipment being replaced is beyond its useful life, some of which has been in-use since City Hall was dedicated in 2003. The City has received many years of successful use of this technology and expect the newer technology will serve the City, well into the future.

DISCUSSION:

The City of Wyoming's Council Chambers technology is a custom-built and engineered, complicated analog system which has been in-use since City Hall was dedicated in 2003. Along with the hardware technology, there is significant programming required, to acquire the desired customization and desired functionality. In early 2019, the Information Technology department was tasked with investigating upgrade possibilities for this system, due to age and concerns of replacement parts. In talking to vendors of Crestron equipment and input from Crestron itself, it was discovered that a key piece of equipment, the processor, is not sold or supported any longer, creating a possible loss of service scenario should it fail. Also, we have been notified that components are starting to degrade, such as the main control console. Options were looked at, such as replacing a portion of the system, but was found to be unfeasible. Also, Information Technology was asked to engage others in the project, such as Planning, to add additional desired functionality such as annotation on drawings and documents from two of the Council workstations and the podium.

This proposal includes new digital technology with annotation capabilities, replacing the audio, control and distribution systems, with installation, wiring, and custom programming by Moss.

BUDGET IMPACT:

Funding for this council chambers technology upgrade will be charged out of the Capital Outlay account number 101-267-26700-975.000. A budget amendment is required for this purchase.

CITY OF
Wyoming
MICHIGAN

STANDARD CITY PROFESSIONAL SERVICES CONTRACT

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

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

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

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

"Effective Date" means: _____, 20__.

"Professional" means: Moss
[Name of professional entity]

A _____
[State and type of entity, e.g., corporation, limited liability company, etc.]

561 Century Ave. SW
[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: Wyoming City Council Technology Upgrade
[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . ." etc.]

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Ron Spencer
[Professional's name]

By: _____
[Signature of officer, director or principal of Professional]

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

Date signed: 4/30, 2020

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, indemnify them for, 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.

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(les). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(les).

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

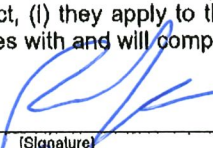
18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least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

 (Printed Name and Title of Person Signing)

 (Printed Name of Professional)

Date signed: 9/30/2020

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
PROFESSIONAL LIABILITY INSURANCE

Exhibit B
Proposal

Council Chambers Upgrade

QUOTE #004051 V5

PREPARED FOR

City of Wyoming

PREPARED BY

Joe Troyer

September 26, 2020

Prepared For:

City of Wyoming

Pat Firestone
2660 Burlingame Ave SW
Wyoming, MI 49509

P: (616) 530-7226

E: firestonep@wyomingmi.gov

Prepared by:

MOSS

Joe Troyer
561 Century Ave SW
Grand Rapids, MI 49503

P: 616-460-0162

E: joe.troyer@mosstele.com

Date Issued:

Sep 26, 2020

Expires:

Oct 29, 2020

ERate SPIN #:

Special Contract Ref. #:

N/A

Solution Summary

Moss is proposing the design, engineering and implementation of an updated and enhanced Presentation System in the City of Wyoming’s Council Chambers. The attached proposal addresses the City’s desire for a live annotation system in the Council Chambers, as well as required updates to the presentation system’s infrastructure, in order to accommodate the desired additional functionality.

Control System – The existing Crestron control system components are well past the manufacturer’s stated EOL for those devices, and will be replaced with a contemporary Crestron control system. That updated Crestron control system will include a wireless 9” touch panel controller and system processor. As a part of the updated control system, Crestron button panels will be used to replace the existing “Show Me” buttons at the several council member seats. **(Note: Final configuration and installation details for the updated "Show Me" button panels to be determined.)**

Audio System - The described digital audio matrix components will be installed and programmed to replace the existing EOL analog audio switching system, in keeping with the technology update of the Council Chambers.

Annotation System – The Williams AV Presenter Hub will be used to provide annotation functionality to (3) identified source locations. Wireless annotation functionality will be accommodated with Presenter Hub and described tablets. Each presentation location (3) will be equipped with a contemporary touch screen monitor, for use with the owner supplied computer and keyboard, and to serve as an annotation surface. Those Council stations not set up for annotation will be equipped with the same touch screen monitor. Required USB signal distribution will be accommodated by the specified Crestron DM-NVX-350 devices.

Distribution System – The existing analog video distribution system in the Council Chambers will be replaced by a contemporary network based system, that will provide the City ‘future-proof’ functionality into the foreseeable future. Each station (15) will be equipped with an encoder and decoder, accommodating Council members computers. Decoders (3) will be provided for the several flat panel displays, with enhanced decoders with scaling capability used for the existing projectors. The Crestron Director XIO will be utilized to facilitate configuration, control and management of the network encoders and decoders as well as provide the ability to expand the system at a later date. A digital cable tuner is included in this system, accessed at the Crestron control panel. Cable feed by owner. **The Owner will supply a required 48 port Layer 3 network switch, accommodating the streaming functionality and routing of the encoder/decoders described.**

Professional Services – With the replacement of the existing Crestron control system, and addition of components and functionality, a new control system program will need to be created. As much as possible, existing programming that still ‘works’ will be re-purposed. Moss programmers will meet with the appropriate City personnel to determine layout and operation functionality. System training will be provided by Moss as required by the Owner.

Installation Services – Moss engineers and technicians will design, engineer and integrate the system,

Solution Summary

complete with all necessary cabling and install parts.

Control System				
Part #	Description	Price	Qty	Ext. Price
TST-902	Crestron 8.7" diagonal Wireless Touch Screen Controller	\$2,375.00	1	\$2,375.00
CEN-GWEXER-PWE	Crestron Wireless Gateway	\$343.75	1	\$343.75
CP3N	Crestron 3-Series Control System Processor	\$1,625.00	1	\$1,625.00
C2N-CBD	Crestron C2N-CBD Programmable Button Panel	\$165.20	15	\$2,478.00
CNTBLOCK	Crestron CNTBLOCK Cresnet Distribution Block	\$110.50	1	\$110.50
Subtotal:				\$6,932.25

Audio System Interface				
Part #	Description	Price	Qty	Ext. Price
Core 110F	QSC Core 110F Unified Core Digital Audio Matrix System	\$2,300.00	1	\$2,300.00
Synapse D16Mio-TB	Attero Tech Synapse D16Mio-TBDante/AES67 Networked Audio Interface - 16 Channel I/O Assignable Matrix System	\$2,643.85	1	\$2,643.85
Subtotal:				\$4,943.85

Annotation System				
Part #	Description	Price	Qty	Ext. Price
VP S1	Williams Presenter Hub	\$2,589.18	1	\$2,589.18
TD2230	Viewsonic TD2230 Touch Screen Monitor	\$286.34	15	\$4,295.10
ANKER 4P	Anker 4 port USB 3.0 hub	\$15.00	15	\$225.00
DocCAM 20 HDBT	Vaddio DocCAM 20 HDBT High Definition in-ceiling Document Camera	\$3,146.40	1	\$3,146.40
OneLINK Bridge	Vaddio OneLINK Bridge for Vaddio HDBaseT Camera System Interface	\$2,015.95	1	\$2,015.95
Subtotal:				\$12,271.63

Distribution System				
Part #	Description	Price	Qty	Ext. Price
DM-NVX-D30	Crestron DM-NVX-D30 4K HDR Network decoder	\$747.50	18	\$13,455.00
DM-NVX-E30	Crestron DM-NVX-E30 4K HDR Network Encoder	\$747.50	12	\$8,970.00
DM-NVX-350	Crestron NVX-350 Network AV Encoder/Decoder	\$1,035.00	7	\$7,245.00
DM-NVX-DIR-80	Crestron DM-NVX-DIR-80 Virtual Switching Appliance for 80 endpoints	\$2,875.00	1	\$2,875.00
232-ATSC+1	Contemporary Research 232-ATSC+1 HDTV Tuner	\$1,047.20	1	\$1,047.20
OPE	Owner provided network switch, per AV system requirements	\$0.00	1	\$0.00
Subtotal:				\$33,592.20

Quote Summary	Amount
Control System	\$6,932.25
Audio System Interface	\$4,943.85
Annotation System	\$12,271.63
Distribution System	\$33,592.20
System Installation	\$7,480.00
Professional Services	\$7,950.00
Installation Materials	\$3,272.52
Subtotal:	\$76,442.45
Shipping:	\$3,057.70
Total:	\$79,500.15

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

[E-Signature Confirmation](#)

MOSS

City of Wyoming

Joe Troyer

 Signature / Name
 09/26/2020

 Date

Pat Firestone

 Signature / Name Initials
 1/1/0001 12:00:00 AM

 Date

Purchase Terms and Conditions

City of Wyoming of 1155 28th St SW, Wyoming, MI 49509 (hereinafter, CLIENT) and MOSS of 561 Century Ave. SW, Grand Rapids, MI 49503 (hereinafter, MOSS) agree that the following terms and conditions will apply to any orders for the sale of equipment (hardware, installation materials, software, licenses, extended warranties) and services to the CLIENT by MOSS.

1. **PRICE.** The pricing in this proposal are firm and not subject to change unless CLIENT delays the acceptance for more than thirty (30) days past the date of this MOSS proposal, in which case this proposal may be modified due to a change in MOSS's costs, unless there is written agreement of both parties to extend the initial pricing.
2. **ACCESS.** CLIENT shall provide timely access to the areas needed for installation and provide the proper operating environment for the equipment and services, as specified by the manufacturer, including proper electrical and telecommunications connections.
3. **TERMS OF PAYMENT.**
 - A. Unless stated otherwise, upon execution of the agreement from CLIENT, MOSS will render an invoice for a down payment of 50% of the entire contract, which shall be due before implementation. Additional invoices will be rendered on the date of shipment of CLIENT'S Equipment either to MOSS or directly to the work site.
 - B. Ongoing charges will be invoiced monthly based upon job progress and completed work, and final billing shall be invoiced upon the successful completion of MOSS's standard installation tests and CLIENT acceptance. Payment of invoices shall be by cash, check or electronic transfer and shall be due within twenty (20) days of MOSS's invoice date. Credit card payments will be accepted with a 3% service charge added.
 - C. CLIENT agrees to pay as a late charge, one and a half percent (1.5 %) per month on the unpaid balance of any invoice from MOSS, beginning on the first day after the due date of such invoice.
4. **SECURITY INTEREST.** MOSS shall retain a purchase money security interest in the Equipment until all applicable charges are paid in full. MOSS is authorized to file a financing statement to perfect its security interest.
5. **PROJECT ACCEPTANCE.**
 - A. All equipment provided by MOSS as indicated in our proposal and "Scope of Work" has been installed and tested at each site;
 - B. all required submittals, system documentation and testing has been completed per the proposal or CLIENT requirements, and turned over to CLIENT;
 - C. any damage to CLIENT facilities resulting from MOSS's installation has been repaired to CLIENT's satisfaction
 - D. all refuse resulting from the installation has been removed from CLIENT's site;
 - E. any other specific requirements that may be outlined in the bid specification documents
6. **CHANGE ORDERS.** All equipment, parts or labor added or deleted from this project after the initial purchase order, will initiate a change order. Change orders may be initiated by the CLIENT, CLIENT's representative, or MOSS and all change orders will be in writing and approved and signed by all parties before work commences.
 - A. Changes in the work may increase or decrease the project value and must be submitted in writing by a MOSS lump sum, unit pricing, or time & materials proposal.
 - B. For any lump sum additions to this contract, MOSS shall render an invoice on the date of the change order acceptance.
 - C. Time and Materials charges shall be invoiced upon the successful completion of MOSS's standard installation tests or monthly based upon job progress. These changes may affect the previously agreed upon completion date.
7. **TAXES.** CLIENT shall pay all taxes imposed upon MOSS due to the assembly, sale, delivery or installation of the Equipment not including any taxes imposed on the net income of MOSS, and MOSS shall be responsible to pay all taxes to the proper taxing authorities.
8. **TITLE AND RISK OF LOSS.** Title to the Equipment shall pass to CLIENT upon receipt at CLIENT site, at which time CLIENT shall bear all risk of loss, damage, or theft. CLIENT shall provide a secure space for any required storage of equipment on site.
9. **CANCELLATION.** If CLIENT cancels the purchase, or any portion thereof, at any time prior to the delivery of the Equipment, CLIENT shall render to MOSS as liquidated damages and not as a penalty 20% of the purchase price of that portion of the purchase canceled by CLIENT, or the amount of liquidated damages or restocking fee MOSS must pay manufacturer, if greater.
10. **SOFTWARE and FIRMWARE UPDATES.** Manufacturer's software or firmware updates can be installed by MOSS at our standard labor rates. MOSS is not responsible for deficiencies in manufacturer provided software.
11. **PROPRIETARY INFORMATION.** "Proprietary Information" shall mean all information, knowledge or data (including without limitation financial, business, and product strategy information; product specifications; product designs; procedures; studies; tests; and reports) in written, electronic, tangible, oral, visual or other form, disclosed by, or obtained from, CLIENT or MOSS, conceived, created, acquired, or first reduced to practice relating to this Order.
 - A. Unless either party has received express written consent from the other party to the contrary, Both parties shall:
 - 1) use the Proprietary Information solely for the purposes of this Order, and not for any other purpose;
 - 2) safeguard the Proprietary Information to prevent its disclosure to or use by third parties;
 - 3) not disclose the Proprietary Information to any third party; and
 - 4) not reverse engineer, disassemble, or decompile the Proprietary Information.
 - B. Parties may disclose the Proprietary Information to officers, directors, employees, contract workers, consultants, agents, affiliates or subcontractors who have a need to know such Proprietary Information for the purposes of performing this Order.
 - C. Parties are not restricted from using or disclosing any information that, as proven by written contemporaneous records kept in the ordinary course of business:
 - 1) is or may hereafter be in the public domain through no improper act or omission of either Party or a third party;

- 2) is received by either Party without restriction as to disclosure by the other Party, or from a third Party having a right to disclose it;
- 3) was known to either Party on a non-confidential basis prior to the disclosure by the other Party; or
- 4) was independently developed by the employees of either party without access to any of the other Party's Proprietary Information.

LIMITED WARRANTY

12. **LIMITED WARRANTY.** MOSS represents and warrants to CLIENT, and only to CLIENT as the original purchaser, that;
- A. the Equipment is free from defects in material and workmanship, fully merchantable and of good quality;
 - B. MOSS has good title to all Equipment, free and clear of all liens and encumbrances, and will transfer such title to CLIENT in conformity with any specifications, drawings, samples or descriptions furnished by either party and approved by CLIENT and in compliance with all applicable laws;
 - C. the Equipment will conform to industry standards and be installed and tested in a workmanlike and timely manner in accordance to the manufacturer's specifications, and for the period that the manufacturer has warranted to MOSS for its goods ("Warranty Period").

When MOSS is providing installation services for the Equipment, the Warranty Period shall commence upon completion of the installation; otherwise it shall commence upon delivery of the Equipment. If, under normal and proper use, the Equipment proves to have such a material defect and CLIENT notifies MOSS within the Warranty Period, MOSS will, at its option, repair or replace the Equipment or defective component thereof without an Equipment charge to CLIENT. Replacement parts or products may be new or equivalent to new in performance. Labor involved in troubleshooting or replacing faulty equipment is not covered under the manufacturer's Equipment warranty. The warranty provided to CLIENT by MOSS does not include damages, defects, malfunctions, or failures caused by:

- 1) CLIENT's failure to follow MOSS's installation, operation or maintenance instructions;
- 2) CLIENT's modification of the Equipment;
- 3) CLIENT's abuse, misuse or negligent acts; or
- 4) Power failure or surges, lightning, fire, sprinkler leakage, flood, accident, actions of third party, and other events outside MOSS's control.
- 5) CLIENT failure to provide the proper operating environment for the Equipment as specified by MOSS or the equipment manufacturer, including electrical and telecommunications connections, or failure to provide MOSS with access to the Equipment to enable MOSS to perform maintenance or repair work.

THE FORGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, COURSE OF DEALING OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

NON-CONFORMING EQUIPMENT. MOSS will deliver only Equipment that conforms in all respects to the requirements of this Agreement. To make a claim that Equipment is nonconforming, CLIENT must inspect Equipment prior to completion of installation, and upon making a timely claim may reject Equipment for defects revealed thereby. A failure to timely object shall be deemed as CLIENT's acceptance of the Equipment. If Equipment is nonconforming, CLIENT will inform MOSS about the nonconformity as soon as reasonably practicable after CLIENT has discovered same, and may, at its sole option, permit MOSS to re-work, replace or otherwise remedy a nonconformity in accordance with any reasonable deadline CLIENT and MOSS establish; or reject nonconforming Equipment, return them to MOSS and request redelivery of conforming Equipment.

LIABILITY

13. **LIMITATION OF LIABILITY.** Without limiting the foregoing warranty, MOSS shall not be liable for any damages resulting from the use or inability to use its services, reliance on its services, or on information obtained therefrom, interruptions of service, breach, compromise, unauthorized access to any records, files, data, systems, or other assets, valuables and resources; errors, defects, viruses, malware, delays in operation or transmissions or any other failure of performance or business function. Further, except in the event of willful misconduct or gross negligence by MOSS, MOSS shall not be liable for:
- A. any direct damages resulting from the loss of any of Client's data or third-party data, breach of security or loss of privacy of data on Client's systems or third-party systems that may occur on systems installed, serviced, and/or managed by MOSS, or any direct or indirect damages resulting therefrom;
 - B. the malfunction, performance or compromise of any system, network or other resource related to or associated with MOSS services in any capacity, and any Client or third-party damages, claims, losses or expenses resulting therefrom;
 - C. any personal injury (whether of a physical or psychological nature) or death of any person, whether associated with Client or otherwise, that may in any capacity or by any theory be associated with services provided by MOSS, and any Client or third party damages, claims, losses or expenses resulting therefrom; or
 - D. any property damage occurring to CLIENT's property or property of third parties.

Despite the foregoing limitation of liability, should MOSS be found liable to Client for damages caused by MOSS's performance or non-performance of its obligations to CLIENT:

- A. The maximum liability of MOSS and its directors, officers, employees, agents, independent contractors or suppliers for loss or damage caused by or arising in connection with its performance or non-performance under this Agreement, regardless of the form of action, whether in contract, tort, strict liability or otherwise, shall be limited to the purchase price of the Equipment.
- B. MOSS shall not be liable to CLIENT for any indirect, incidental, consequential or punitive damages, including without limitation, lost profits, sustained or incurred regarding this Agreement regardless of the form of action, whether in contract, tort, strict liability or otherwise, and whether such damages are foreseeable. Any legal action against MOSS arising from, or regarding, performance or non-performance, must be brought by CLIENT within one (1) year after the cause of action arises.

GENERAL

14. **FORCE MAJEURE.** Neither party shall be liable for delays, failure to perform or loss or damage due to force majeure conditions including, but not limited to, fire, explosion, power blackout, earthquake, volcanic action, flood, war, government requirement, acts of God or other similar causes beyond its reasonable control. Any party so delayed in its performance shall immediately notify the other and describe the circumstances causing such a delay and mutually agree to reschedule the remainder of the project.
 15. **MODIFICATION.** No modification or waiver of any provision of this Agreement will be accepted unless authorized in writing by an authorized representative of both parties. Variances from this Agreement in any CLIENT order will be of no effect.
 16. **OMISSIONS.** Each party reserves the right to correct clerical or stenographic errors or omissions in this Agreement. If any term or provision of the Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law.
 17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. MOSS shall have all rights and remedies specified herein in addition to those specified in the Uniform Commercial Code as adopted in the State of Michigan. All such rights and remedies are cumulative. No delay or failure by MOSS to exercise any right or remedy shall impair in any manner whatsoever any of such rights or remedies or be construed to be a waiver or acquiescence therein. Based on MOSS's acceptance of this Agreement in Kent County, Michigan, CLIENT agrees that exclusive jurisdiction and venue for any litigation of a dispute arising under this Agreement shall be in courts whose jurisdiction includes Kent County, Michigan. MOSS shall be reimbursed by CLIENT for all costs and expenses paid or incurred in enforcing its rights hereunder, including, without limitation, reasonable attorneys' fees and costs.
- 18. ASSIGNMENT.**
- MOSS may subcontract for the performance of any of its obligations under this Agreement and this Agreement is not assignable by either party except with the prior written consent of the other party.
19. **ACKNOWLEDGEMENT.** CLIENT acknowledges that it has read this Agreement, understands it, that the person signing on its behalf is authorized to sign on its behalf, and agrees to be bound by its terms and conditions. CLIENT further agrees that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all Agreements or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR THE PURCHASE OF NOISE SILENCERS AND
TO ACCEPT A QUOTE FOR INSTALLATION OF THE SILENCERS AND
DUCT REPLACEMENT AT THE CLEAN WATER PLANT AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACTS

WHEREAS:

1. As detailed in the staff report, quotes were requested for the purchase of two noise silencers and installation of the silencers and for duct replacement at the Clean Water Plant.
2. It is recommended the City Council accept a quote from Quality Air Service, Inc. for the purchase of two noise silencers in the total estimated amount of \$8,885.00.
3. It is also recommended the City Council accept a quote from DHE Plumbing and Mechanical LLC for the installation of the silencers and duct replacement in the total estimated amount of \$6,780.00.
4. Funds are available in the Clean Water Plant account numbers 590-590-54300-775.000 and 590-590-54300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Quality Air Service, Inc. for the purchase of two noise silencers.
2. The City Council does hereby accept a quote from DHE Plumbing and Mechanical LLC for the installation of the silencers and duct replacement.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.
4. The City Council does hereby authorize the Mayor and City Clerk to execute the contracts.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 5, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contracts

Resolution No. _____

STAFF REPORT

Date: September 22, 2020

Subject: Noise Silencers and Duct Replacement

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: October 5, 2020

RECOMMENDATION:

It is recommended the City Council award the quote as provided by Quality Air Service Inc. in the amount of \$8,885.00 for the purchase of two Strobic noise silencers and approve the quote as provided by DHE in the total amount of \$6,780.00 for the installation of the silencers and duct replacement at the Clean Water Plant.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

The Clean Water Plant has two Strobic exhaust fans located on the roof near the main entrance which provide a regulated number of air changes per hour for the laboratory. To meet airflow requirements these large exhaust fans run continuously and make considerable noise. The exhaust fans currently operate at a sound level of 82 dB which, according to OSHA, is similar to the noise level of a freight train at a distance of 100 feet.

The Clean Water Plant has made enhancements in the past such as the installation of a biofilter for odor control in our mission of community and to be good neighbors to the surrounding area. For a similar purpose, silencers should be installed to limit the amount of noise pollution. Installing silencers on the exhaust fans will considerably reduce the noise to a level of 69 dB, which is similar to classroom chatter.

The Clean Water Plant plans to purchase the silencers from Quality Air Service and hire a contractor to perform the installation. Quality Air Service is the exclusive contracted representative of all Strobic Air Technologies products in the entire state of Michigan and has quoted two silencers in the amount of \$8,855.00.

In conjunction with the silencer installation, it was prudent to have the same mechanical contractors quote the replacement of ductwork in an adjacent building that is corroded and in disrepair. Therefore, two mechanical contractors were contacted having capabilities of installing the silencers and replacing the ductwork. Each contractor made a site visit to review the scope of work to ensure they were quoting the same projected work. Both contractors submitted a quote and they are as follows:

	DHE	Andy J. Egan Co., Inc.
Silencer Installation	\$2,840.00	\$6,200.00
Duct Replacement	\$3,940.00	\$5,180.00
Total	\$6,780.00	\$12,010.00

Upon review of the quotes received, DHE met the necessary specifications and submitted the lowest quote. While the duct replacement is not specifically related to the silencer installation and does not meet the monetary threshold required for council approval, it is sensible to have the awarded contractor perform the work under the same contract. Therefore, it is recommended that the City Council approve the quote received from DHE for the total amount of \$6,780.00. It is also recommended that the City Council approve the exclusive quote from Quality Air Service in the amount of \$8,885.00 for the purchase of two Strobic nose silencers.

BUDGET IMPACT:

Adequate funds are available in the Clean Water Plant Account #590-590-54300-775.000 and #590-590-54300-930.000.

CITY OF
Wyoming
MICHIGAN

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)

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

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49809

"Effective Date" means: September 11, 2020.

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

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

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

"Contractor" means: Quality Air Service, Inc.
(Name of contracting entity)
A Michigan Corporation
(State and type of entity, s.p., corporation, limited liability company, etc.)
6701 Quality Way, PO Box 2947
(Contractor's street address)
Kalamazoo, MI 49003
(Contractor's city, state & zip)

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the Proposal.
2. The City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph Contractor is complying with and will comply with the Standard Terms and Conditions. Waived or modified conditions are as follows:

Option 2: (2) TS1 4FT Outlet Silencers

(Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None.")

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

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

CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Quality Air Service, Inc.

By: Cameron Preschel
(Signature of officer, director or principal of Contractor)
Sales Admin
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 9/16, 2020

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. Applicability. These Standard Terms and Conditions (“**Standard Terms**”) apply to any contracts to which the City of Wyoming (the “**City**”) is a party (“**City Contract**”) unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or below, the party contracting with the City (“**Contractor**”) attests it complies with and will comply with these Standard Terms.

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

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

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

5. Qualifications. Contractor represents and promises that:

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

B. Neither Contractor nor 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 this 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 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 with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.

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

D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

E. Neither Contractor nor any subcontractor is an “Iran linked business” under Michigan’s Iran Economic Sanctions Act, 2012 PA 517.

6. Nondiscrimination. Contractor and its subcontractors will not discriminate against an employee or an employment applicant in hiring, terms and conditions of employment, or employment-related matters related because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee’s or applicant’s ability to perform the duties of a job or position. “Sex” includes sexual orientation and gender identity or expression. “Gender identity or expression” means the perception by an individual or other person of the gender identity, appearance, behavior, or expression of the individual whether or not that gender identity, appearance, behavior, or expression is different from the gender identity, appearance, behavior, or expression traditionally associated with the sex assigned to the individual at birth. “Sexual orientation” means the term as defined by Michigan Civil Service Commission Rule 9-1. Contractor and its subcontractors will comply with applicable laws, rules, regulations regarding discrimination and inclusion (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the website: <https://www.eeoc.gov/>).

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

8. Media Releases. Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or project to which it relates shall not be made without the City Manager’s prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work, Contractor and subcontractors will return by e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form).

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

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

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

13. **Disposal.** Unless the City Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during the work and cleanup and remove of all debris resulting from the work. Disposal will comply with applicable law and Contractor shall retain and, upon request, provide the City copies of any required manifest and other disposal documentation.

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

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

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

17. **Insurance.**

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

<p>Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence</p> <p>WORKERS' DISABILITY COMPENSATION</p> <p>Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.</p> <p>EXCESS/UMBRELLA INSURANCE</p> <p>Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).</p> <p>ADDITIONAL INSURED</p> <p>If the City Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: the City and all its elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any insurance the City may have will be secondary and/or excess.</p>

If the City requests, Contractor will provide to the City Purchasing Department copies of certificates of insurance, policies and endorsements.

18. **Records.** Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Contractor shall retain copies of all records related to the City Contract, including, without limitation, items supplied or used in performance of the City Contract, and all work under the City Contract for at least 8 years after completion of the City Contract. Contractor shall, upon the City's request, allow inspection, auditing and copying of all retained records.

19. **Assignment/Beneficiaries.** Unless the City Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

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

ACKNOWLEDGEMENT

Contractor acknowledges receiving these Standard Terms and, unless modified by the City Contract, (i) they apply to the City Contract and Contractor's work, (ii) Contractor complies and will comply with them, and (iii) the City is relying on them.

EXHIBIT B



QUALITY AIR SERVICE, INC.

Since 1977

QT200188A

X Corporate & Sales Office
6701 Quality Way
PO Box 2947
Kalamazoo, MI 49003-2947
PH (269) 327-3055
FX (269) 327-6241

□ Branch Office
Brighton MI
PH (810) 844-0340
FX (810) 844-0341

□ Branch Office
Midland MI
PH (989) 496-2233
FX (989) 496-2695

www.qairservice.com

September 11, 2020

City of Wyoming Michigan
1155 28th Street SW
Wyoming, MI 49509

Attn: Daniel Kleinheksel

Subj: **CITY OF WYOMING CLEAN WATER PLANT
NOISE SILENCER
GRANDVILLE, MI
STROBIC AIR PRICING**

Gentlemen:

Quality Air Service, Inc. is pleased to quote as follows:

OPTION 1

(2) TS1 3ft Outlet Silencer

TOTAL NET PRICE

\$ 7,485

OR

OPTION 2

(2) TS1 4ft Outlet Silencer

TOTAL NET PRICE

\$ 8,885

FREIGHT INCLUDED & TAX NOT INCLUDED

The above pricing is FOB jobsite, Kalamazoo, MI, and is effective for 30 days. Pricing does not include any applicable taxes. Terms of payment are net 30 days after credit approval.

Please allow 2-3 weeks for preparation of submittals after receipt of your purchase order and 6-7 weeks for shipment of equipment after approved submittals.

Please issue your purchase order to Quality Air Service, Inc., P.O. Box 2947, Kalamazoo, MI 49003-2947. You can mail, fax (269/327-6241) or e-mail your order to orderentry@qairservice.com.

If you have any questions, please don't hesitate to call. We appreciate the opportunity to quote on your needs.

Very truly yours,

QUALITY AIR SERVICE, INC.

Kyle Emmerich
Sales Engineer

amh

CITY OF
Wyoming
MICHIGAN

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(LESS THAN \$8,500)

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

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

"Effective Date" means: September 10, 2020.

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

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

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

"Contractor" means: DHE Plumbing and Mechanical LLC
[Name of contracting entity]
A Michigan Limited Liability Company
[State and type of entity, e.g., corporation, limited liability company, etc.]
4475 8th Avenue
[Contractor's street address]
Grandville, MI 49418
[Contractor's city, state & zip]

TERMS AND CONDITIONS

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

1. Contractor will supply the services and items as detailed in the Proposal.
2. The City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph Contractor is complying with and will comply with the Standard Terms and Conditions. Waived or modified conditions are as follows:

None.

[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]


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

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

CITY OF WYOMING

DHE Plumbing and Mechanical LLC

By: _____
Curtis L. Holt, City Manager

By:  _____
[Signature officer, director or principal of Contractor]
Josh Heyboer - Owner
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: 9-10, 2020

Approved as to form:

Scott G. Smith, City Attorney

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

C. Neither Contractor 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 this 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 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 with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.

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

E. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

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

6. **Nondiscrimination.** Contractor and its subcontractors will not discriminate against an employee or an employment applicant in hiring, terms and conditions of employment, or employment-related matters related because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. "Sex" includes sexual orientation and gender identity or expression. "Gender identity or expression" means the perception by an individual or other person of the gender identity, appearance, behavior, or expression of the individual whether or not that gender identity, appearance, behavior, or expression is different from the gender identity, appearance, behavior, or expression traditionally associated with the sex assigned to the individual at birth. "Sexual orientation" means the term as defined by Michigan Civil Service Commission Rule 9-1. Contractor and its subcontractors will comply with applicable laws, rules, regulations regarding discrimination and inclusion (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the website: <https://www.eeoc.gov/>).

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

8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. **W-9.** Before beginning work, Contractor and subcontractors will return by e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form).

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

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

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

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17. Insurance.

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

Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
ADDITIONAL INSURED
If the City Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: the City and all its elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any insurance the City may have will be secondary and/or excess.

If the City requests, Contractor will provide to the City Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Contractor shall retain copies of all records related to the City Contract, including, without limitation, items supplied or used in performance of the City Contract, and all work under the City Contract for at least 6 years after completion of the City Contract. Contractor shall, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless the City Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

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

ACKNOWLEDGEMENT

Contractor acknowledges receiving these Standard Terms and, unless modified by the City Contract, (i) they apply to the City Contract and Contractor's work, (ii) Contractor complies and will comply with them, and (iii) the City is relying on them.

EXHIBIT B



Office 616 · 896 · 8414
Fax 616 · 896 · 8565
Web www.dheplumbing.com

September 10, 2020

MECHANICAL PROPOSAL

PROJECT: City of Wyoming CWP – Misc. HVAC Pricing

To: City of Wyoming
Attn: Dan Kleinheksel

Pursuant to your request, *DHE Plumbing & Mechanical* offers the following proposal for your approval.

Strobic Fan Silencers:

- Crane Rental
- Remove (2) Existing Strobic Fan Exhaust Fan Caps
- Install Owner Supplier Strobic Fan Silencers
- Re-Install Fan Caps on Top of Newly Installed Silencers

Excludes:

- Any Electrical Work (*Not Needed*)
- Supply of Compatible Silencers w/ Hardware & Gasketing

Strobic Fan Total: \$ 2,840.00

Headworks Duct Replacement:

- Remove Existing Duct from Flex Joint at Unit to 2nd Elbow Downstream
- Install New Galvanized Duct Replacement (*Welded Duct Vanes*)
- Scissor Lift Rental

Excludes:

- Painting/Coatings

Galvanized Duct Total: \$ 3,940.00

(Add: \$ 2,200.00 for Aluminum Duct)



DHE

Office 616 · 896 · 8414
Fax 616 · 896 · 8565
Web www.dheplumbing.com

Thank you for the opportunity to provide you with this proposal. Please contact me with any questions.

Best Regards,

Josh Heyboer – Owner/Estimator
616-262-3574 / josh@DHEPlumbing.com

Your Mechanical Partner

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE EMERGENCY REPAIRS OF THE
54" TRANSMISSION MAIN AND TO AUTHORIZE PAYMENT FOR THE REPAIRS

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council concur with the emergency repairs of the City's 54" transmission main.
2. It is recommended the City Council authorize payment to Ottawa County Public Utilities, City of Grand Rapids, Prein & Newhof, and Kamminga & Roodvoets in the total amount of \$260,076.98.
3. The repairs will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the emergency repairs of the 54" transmission main.
2. The City Council does hereby authorize payment to Ottawa County Public Utilities in the amount of \$12,312.01.
3. The City Council does hereby authorize payment to the City of Grand Rapids in the amount of \$20,812.70.
4. The City Council does hereby authorize payment to Prein & Newhof in the amount of \$21,234.60.
5. The City Council does hereby authorize payment to Kamminga & Roodvoets in the amount of \$205,717.67.
6. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 5, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Invoices

Resolution No. _____

STAFF REPORT

Date: 24 September 2020
Subject: Emergency Payment Authorization, 54" Main Repairs
From: Myron Erickson, PE, Director of Public Works
Date of Meeting: 5 October 2020

RECOMMENDATION:

Public Works is recommending that Council authorize the payment of the following invoices totaling \$260,076.98, stemming from the emergency repair of Wyoming's 54" transmission main in August, 2020:

<u>Vendor:</u>	<u>Amount:</u>
Ottawa Co. Public Utilities	\$12,312.01
City of Grand Rapids	\$20,812.70
Prein & Newhof	\$21,234.60
Kamminga & Roodvoets	<u>\$205,717.67</u>
Total:	\$260,076.98

COMMUNITY, SAFETY, STEWARDSHIP:

Prompt emergency repair of the larger of Wyoming's two water transmission mains in the middle of August served to protect our community, promote safety, and represent stewardship.

DISCUSSION:

On August 3, 2020, maintenance staff at the Water Treatment Plant became aware of a possible leak coming from the 54" transmission main. Subsequent excavation of the site revealed stress fractures in one limited area of the 55-yr-old pipe. Emergency repairs ensued, requiring a temporary sprinkling ban.

To fulfill high demand for water during the hottest, driest month of summer, Wyoming opened interconnections with two other communities (Ottawa Co and Grand Rapids) and purchased water from them. A third interconnection was also opened with the City of Holland, but that water has been repaid in kind, so there is no invoice from Holland.

Prein & Newhof provided invaluable engineering consultation and field inspection services, and the construction work itself was carried out by Kamminga & Roodvoets.

BUDGET IMPACT:

A budget amendment, attached, is necessary to cover the total cost of these repairs. Funds will be moved from the Water Fund's working capital to the treatment plant's repairs and maintenance account, 591-591-55300-930000.

OTTAWA COUNTY PUBLIC UTILITIES

Phone: 616 842-5400

14110 Lakeshore Drive
Grand Haven, MI 49417

To: MYRON ERICKSON
CITY OF WYOMING
PO BOX 908
WYOMING MI 49509-0908

Invoice Number 12132

September 15, 2020

EMERGENCY INTERCONNECT FROM GRAND RAPIDS

AUGUST 12 TO AUGUST 19, 2020

7.003134 MG @ $\$1,524.0642$ /MG = Wyoming Usage \$ 10,673.23
Grand Rapids Wholesale Rate

8.978406 MG @ $\$182.5242$ /MG = Olive Blendon Usage \$ 1,638.78
Difference between GR/Wyoming Wholesale Rates /

BALANCE DUE \$ 12,312.01

Account Distribution

201101-000-921.000

WYWTR

10,673.23

201901-000-921.000

OBWTR

1,638.78

12,312.01

Receipt #: _____

Date Paid: _____



CITY OF
GRAND
RAPIDS

City of Grand Rapids
300 Monroe Ave NW
Grand Rapids, MI 49503
(616) 456-3000

3034492

WYOMING TREASURER
C/O BOB VENEKLASEN
2660 BURLINGAME AVE SW
WYOMING, MI 49509

ACCOUNT NO: 2174693
INVOICE DATE: 09/01/2020
DUE DATE: 10/01/2020

SUMMARY OF CURRENT CHARGES

Description	Amount
Wyoming Water Consumption	\$20,812.70
Wyoming Water Consumption	(\$20,812.70)
Current Charges	\$0.00
Previous Balance	\$20,812.70
Total Due	\$20,812.70

PAYMENT IS DUE BY 10/01/2020

Please make checks payable to: City of Grand Rapids Treasurer
Payment Questions: (616) 456-3000

Return this portion with your payment.



ACCOUNT
2174693

DUE DATE	10/01/2020
AMOUNT DUE	\$20,812.70

Send Payment To:

WYOMING TREASURER
BOB VENEKLASEN
2660 BURLINGAME AVE SW
WYOMING, MI 49509

City of Grand Rapids Treasurer
RM 220 City Hall - Water/Sewer
300 Monroe Avenue NW
Grand Rapids MI 49503-2296

0000 00000002174693 00000000 02081270

Prein & Newhof

Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE Grand Rapids, MI 49525
t. 616-364-8491 f. 616-364-695 preinnewhof.com

Invoice

CITY OF WYOMING
BOB VENEKLASEN
WYOMING TREATMENT PLANT
16700 NEW HOLLAND ST
HOLLAND, MI 49424

Invoice number 57214
Date 09/11/2020

Project 2200584 WYOMING 54" TRANSMISSION
PIPE REPAIR-AT PLANT

BILLING PERIOD: 8/01/20 TO 8/29/20

PROFESSIONAL SERVICES RELATED TO
EMERGENCY RESPONSE, CONSTRUCTION
OBSERVATION, COORDINATION AND PROJECT
ADMINISTRATION

Invoice Total 21,234.60

TERMS: NET 30: 1-1/2% PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS



Kamminga & Roodvoets

3435 Broadmoor SE
 Grand Rapids, MI 49512
 Phone: (616) 949-0800
 Fax: (616) 949-1894

Invoice

Invoice Number	1202601
Invoice Date	9/11/2020

Bill To: CITY OF WYOMING
 2660 BURLINGAME AVE. SW
 WYOMING, MI 49509

Re: WYOMING WATER TRANSMISSION

Job No	Customer Job No	Customer PO	Payment Terms	Due Date
12026			NET 30 DAYS	10/11/2020
Quantity	Description	U/M	Rate/Unit	Price
1.00	WYOMING 54" ECP TRANSMISSION MAIN REPAIR (SEE ATTACHED)	LS	205,717.67	205,717.67

Subtotal	\$	205,717.67
Sales Tax (if applicable)	\$	0.00
Retention	\$	0.00
Total Due	\$	205,717.67

Thank you for your business!

WYOMING 54" ECP TRANSMISSION MAIN REPAIR

K&R LABOR & EQUIPMENT

August 3, 2020-August 25, 2020	\$69,198.82
10% Mark-up	\$6,919.88
Total with Mark-up	<u>\$76,118.70</u>

Materials

Thompson Pipe Group Parts	\$43,873.40
Aggregates, Stone, Redmix, Topsoil	\$4,690.65
Ductile Iron Pipe & Fittings	\$1,781.86
Traffic Control Item Rental	\$379.50
Mortar Mix & Joint Materials for Welding	\$771.68
SESC Items, Pipe, Lumber	\$1,135.43
Misc. Materials, Discharge Hose Rental, Safety Fence, Lifting Tackle	\$2,156.00
15% Mark-up	\$8,218.28
Total with Mark-up	<u>\$63,006.79</u>

Subcontractors

Rangeline	\$26,450.00
Miller-Pipeline	\$29,680.00
Diamond Concrete Sawing	\$2,579.00
Superior Asphalt	\$2,913.60
Heyboer Landscaping	\$876.95
Brewer's City Dock - Trucking	\$631.57
Jans-To-Go	\$90.00
K&H Concrete Cutting	\$200.00
5% Mark-up	\$3,171.06
Total with Mark-up	<u>\$66,592.18</u>

TOTAL **\$205,717.67**

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM PREIN & NEWHOF
FOR THE WATER TREATMENT PLANT YARD PIPING REVISION PROJECT AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, Prein & Newhof has provided the City with a proposal for engineering design services, permitting and bidding assistance, and construction oversight services for the Water Treatment Plant's yard piping revision project in the amount of \$547,700.00.
2. It is recommended that City Council accept a proposal and authorize an additional 10%, or \$54,770.00, of the bid value for contingency for a total estimated amount of \$602,470.00.
3. Funds for the project will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Prein & Newhof in the total estimated amount of \$602,470.00
2. The City Council does hereby authorize the attached budget amendment.
3. 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 October 5, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Contract
Proposal

Resolution No. _____

STAFF REPORT

Date: September 29, 2020
Subject: Water Treatment Plant Yard Piping Revision
From: Robert Veneklasen, Superintendent
Meeting Date: October 5, 2020

RECOMMENDATION:

It is recommended the City Council authorize the mayor and city clerk to enter into an agreement with Prein & Newhof to perform engineering design services, permitting and bidding assistance, and construction oversight services for the Water Treatment Plant's yard piping revision project at a cost of \$547,700.00 plus a 10% contingency of \$54,770.00 for a total cost of \$602,470.00.

COMMUNITY, SAFETY, STEWARDSHIP:

The conveyance of drinking water from the water treatment plant through the yard piping to the two transmission mains is a critical first step in the distribution process as was evident with this past summer's transmission main break. The revision of the yard piping will provide efficiency and reliability.

DISCUSSION:

The 54" transmission main suffered a radial fracture and subsequent leak this past summer resulting in water use restrictions and a significant pipe repair. It was apparent that underlying issues in the yard piping likely contributed to the 54" transmission main failure. Unfortunately, there was not time to address any underlying conditions during the summer when water demands were at their highest and a sprinkling ban had to be imposed to make emergency repairs.

It was noted at the September 8, 2020 City Council study session that there is an opportunity to address the underlying issues and to include preparations for the third transmission main currently in the design phase. It was determined that yard piping modifications carried out today would increase the system performance and reliability and address the future transmission main in a timely and appropriate manner. In fact, about 25% of the yard piping revisions needed now would have been addressed as part of the future transmission main project anyway.

Due to the seasonal water demands the design and construction of the yard piping must be carefully planned and organized to provide an adequate water supply. The procurement of some of the necessary equipment, such as the larger valves, can take up to 10 to 12 months for construction and delivery – further compounding the planning process.

Prein & Newhof is currently designing the third transmission main and were therefore asked to help with the recent repair of the 54" transmission main. Due to their familiarity with the plant's yard and transmission piping they were asked to provide the City a proposal for the yard piping revisions. Prein & Newhof has called upon Black & Veatch to assist with the yard piping

revisions because of their extensive knowledge and experience with the discharge of the high service pumps to the yard piping.

BUDGET IMPACT:

The yard piping design and construction oversight proposal will cost \$547,700.00 and it is prudent to add a contingency of \$54,770.00 for a total cost of \$602,470.00. A budget amendment is required to transfer funds from the water fund's working capital to the capital outlay account 591-591-57300-986.444. A budget amendment is attached.

CITY OF
Wyoming
MICHIGAN

STANDARD CITY PROFESSIONAL SERVICES CONTRACT

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

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

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

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

"Effective Date" means: _____, 20__ **Prein&Newhof**

"Professional" means: _____
[Name of professional entity]

A **Michigan Corporation**
[State and type of entity, e.g., corporation, limited liability company, etc.]
3355 Evergreen Drive NE
[Professional's street address]
Grand Rapids, MI 49525
[Professional's city, state & zip]

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

"Services" means: **Profession Engineering Services for design and construction engineering services**
[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]
related to the Water Treatment Plant Yard Piping Improvements Project

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

Prein&Newhof

[Professional's name]

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

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

Date signed: **September 30**, 20__

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 Contractor 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 this 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 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 with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions 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. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Diversity and Inclusion.** Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).
7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.
8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
9. **W-9.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.irs.gov).
10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.
11. **Intellectual Property Guaranty.** Professional guarantees the sale or use of software, records or other intellectual property

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

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

13. **Disposal.** Unless the City Contract or Proposal expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

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

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

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

17. **Insurance.**

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.

EXCESS/UMBRELLA INSURANCE

Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

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

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

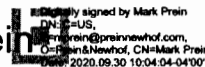
19. **Assignment/Beneficiaries.** Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

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

ACKNOWLEDGEMENT

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

Mark Prein



[Signature]

Mark Prein, Vice President

[Printed Name and Title of Person Signing]

Prein&Newhof

[Printed Name of Professional]

Date signed: September 30, 2020

**Exhibit B
Proposal**

September 29, 2020

Sent via: VeneklasenR@wyomingmi.gov

Mr. Robert Veneklasen
City of Wyoming
DK Shine Water Treatment Plant
16700 New Holland Street
Holland, MI 49424

RE: Wyoming Water Treatment Plant-Yard Piping Improvements
Professional Design Engineering Services Proposal

Dear Mr. Veneklasen:

Thank you for giving us the opportunity to provide a proposal for professional engineering services for the Wyoming Water Treatment Plant-Yard Piping Improvements project. The City recently completed an emergency yard piping repair project to address a leak in the yard piping. Due to the emergency nature of the work, the repair addressed the leak but was not able to address underlying piping issues within the yard piping. Post event discussions and review have identified an opportunity to address the underlying piping issue, set up the piping system to accommodate the future third pipeline, and complete a system modification which would increase system performance and reliability. The proposed project will modify the yard piping to accomplish these improvements.

We understand that the City wishes to commence construction as soon as possible. Due to the long lead time for the specialty materials and the need to meet peak summer demand, the earliest the project could commence construction is October 2021. To meet this schedule, it is proposed to break the project into two contracts; a procurement contract for the long lead time materials and a construction contract. City reviews need to be expedited to meet the proposed schedule. Preliminary design would be complete, and the material contract advertisement would be issued in December 2020. The construction contract would be advertised in February 2021. Construction is estimated to cost approximately \$4.1 million.

Due to the complexity and accelerated schedule of the project, we are proposing to partner with Black & Veatch to meet your needs. Based on this information, we propose the following work effort.

Scope of Work

We have broken the project down into work phases to understand and manage the work effort for the project.

Task 1 – Preliminary Design Engineering

Preliminary Design Engineering represents a small portion of the project but is critical to set the project up for success. This is where the basis of design and big picture issues such as

conceptual pipe layout, pipe material, valve placement and type, existing utility identification, and hydraulic design conditions are established.

As part of the preliminary work, historical information regarding previous pipe repairs, design, installation, and operating data will be collected from the City. This data will be used to develop recommendations to provide additional protection for long-term asset management of the piping and will be summarized in a memorandum.

Hydraulic modeling and surge analysis will evaluate the head and surge conditions for the proposed improvements using the City's existing 2016 Innovyze model and record plans. The model will be updated with critical criteria such as elevations, surge relief appurtenances, wave speed and pump information. Up to five (5) configurations will be analyzed and recommendations will be made for thrust restraint provisions to be incorporated into the final design.

Expedited City reviews of five (5) business days have been assigned for each required review to meet the aggressive project schedule.

Preliminary Design effort will conclude with a Conceptual Design Report to memorialize the results and set the foundation for all subsequent work.

Task 2 – Field Survey & Investigation

Field Survey & Investigation work will include site topographic survey, geotechnical investigation of 3 borings totaling 75 feet of depth and GPS locating of the 42-inch and 54-inch mains, and existing piping joint locating in conjunction with the City's selected excavator. This data will be used to aid in design and reduce the amount of uncertainty related to existing conditions.

Task 3 – Final Design Engineering

Design Engineering entails taking the preliminary design concept and creating construction contract documents for the project. Two contracts will be developed: one for procurement of equipment with long lead times and one for construction. Specific issues related to pipe grade and alignment, corrosion control, hydraulic performance, surge impacts, thrust restraint, joint configurations, valve chambers, disinfection procedures, sequencing of construction, restoration and other items will be designed and incorporated into the documents.

Project coordination along with design review meetings at 50% and 90% completion are included within the scope. Expedited City reviews of five (5) business days are needed to meet the project schedule.

The large diameter valve procurement package will be prepared after the 50% construction contract documents are reviewed and any requested changes incorporated. The package will be finalized and proceed to bidding prior to completion of the overall contract design.

Contract documents will be coordinated with the City and use EJCDC C-700 Standard General Conditions 2018 Edition.

Weekly teleconference coordination meetings will be held for the 16-week Preliminary and Final design period.

Task 4 – Permit Services

Project permit applications must be developed and submitted to the appropriate agencies for pipe construction, soil erosion and sedimentation control, and Ottawa County Road Commission permits. We will assist the City in applying for and obtaining the permits. The City or selected construction contractor will be responsible for all permit fees.

Task 5 - Project Bidding Assistance

Bidding assistance includes coordinating with the City, answering bid questions, preparing an addendum, reviewing the bids, and recommending award. A mandatory preconstruction meeting will be held for the construction contract with the minutes included in an addendum. The addendum will also address contractor questions receive up to seven days prior to bidding. Two separate bids and contract award recommendations will be needed. Bonds and insurance documents will be collected from the selected contractor and forwarded to the City for review. Once approved, we will prepare and forward contact documents for execution by the City.

Task 6 - Construction Phase Services

During construction, we will support the project by holding preconstruction and progress meetings, administering the contract, preparing payment applications, reviewing up to 20 shop drawings, responding up to 20 requests for information, and coordinating with the City. Shop drawings will be reviewed for general conformity to the Construction Contract Documents. The reviews shall be considered as dictating means, methods, techniques, sequences, or procedures of construction. The contractor will remain solely responsible to fulfill the contractor responsibilities to the City.

Upon completion of the project, construction record plans will be generated and supplied the City.

Task 7 - Resident Observer

The project resident observer will provide field oversight during construction to verify construction is in general conformance with Construction Contract Documents. The contractor shall be solely responsible for site conditions and site supervision. Additionally, we will assist with system start-up, provide construction staking as referenced in the construction contract documents, and provide field data needed to generate record drawings. It is estimated that construction will occur over a 14-week construction period starting in October 2021 and full-time observer services are provided to cover this period.

Fee Structure

We propose to perform these services in accordance with a modified City’s agreement form. Modifications would be consistent with recent changes accepted by the City for Black & Veatch’s most recent project.

A project scoping worksheet, which confirms scope and shows project effort and group work areas, is included to provide further clarity of the expected work effort. The anticipated scope breakdown and project total is as follows:

Task 1 – Preliminary Design Engineering	\$106,300
Task 2 – Field Survey & Investigation	\$22,200
Task 3 – Final Design Engineering	\$215,700
Task 4 – Permit Services	\$3,300
Task 5 – Project Bidding Assistance	\$14,300
Task 6 – Construction Phase Services	\$70,800
<u>Task 7 – Resident Observer</u>	<u>\$115,100</u>
Professional Engineering Services Total	\$547,700

We propose to perform these services on a time and material basis with a cost not to exceed \$547,700. Should additional services be requested by you or required by conditions encountered, we would contact you and obtain your authorization prior to performing such services.

Thank you again for the opportunity to provide you with this proposal. If you have any questions on the proposal, please do not hesitate to contact our office.

Sincerely,

Prein&Newhof



Mark R. Prein, P.E.

Enclosure: Project Worksheet

Cc: Mr. David Koch, Black & Veatch

Project Worksheet

City of Wyoming - WTP Yard Piping Improvements

Staff Member	Sen. PMII M. Prein	Sen. Eng. Taplin	Sen. Eng. Timmer	Sen. PM Gritter	Sen. PM Hegarty	Sen. PMII CJC	Sen. PM Brown	Eng. Cantu	Con Ob. Vriesman	Sen. Tech III WDS	PM Jim C.	O. Tech M Van.	Prof. Survey DE	Crew -2	Sen. Tech Holliday	Sub-contracts	B&V	Mileage	Total Cost	
Task I - Preliminary Design Engineering																				
Stakeholders																				
Kickoff Meeting	4	4																102		
Layout Concept - Basis of design																				
Meeting with OCRC to review alignment	4	8																		
Confirm Utilities - Miss Dig Design Request		4																		
B&V Task 102 - Pipe Failure Review																	\$17,680			
Preliminary Basis of Design Development	12	8					4													
Preliminary Hydraulic Analysis																				
Main Line Pressures/Flow/Surge	8	8																		
B&V Task 103 - Modeling (5 analysis)																	\$27,460			
Basis of Design Summary/Prelim. Design Report																				
B&V Task 104 - Conceptual Design Report	24	12																	\$18,940	
B&V Task 101 - Project Meetings																			\$18,015	
Coordination / Project Management	40																			
Preliminary Design Engineering Subtotals	92	44	0	0	0	0	4	0	0	0	0	0	0	0	0	0	\$0.00	\$82,095	0	\$106,300
Task II - Field Surveys & Investigation																				
Survey/Mapping																				
Set Survey Controls/Benchmarks													2	4	2				102	
Aerial Photography and Digital Mapping																\$1,950				
Topographical Survey													8	21	11				306	
Geotechnical Investigation																				
GPS locations																	\$2,500			
Soil Borings (3 Borings, Total depth 75 feet)	2					8				2	16					\$3,500			102	
Locate Existing mains - Excavate 42 inch 90 bend and 54 Steel																				
Excavate Excavation	4	12																	102	
Horizontal/Vertical alignment													2	2					102	
Field Surveys & Investigation Subtotals	6	12	0	0	0	8	0	0	0	2	16	0	12	27	13	\$7,950	\$0	714	\$22,200	

Project Worksheet

City of Wyoming - WTP Yard Piping Improvements

Staff Member	Sen. PMII M. Prein	Sen. Eng. Taplin	Sen. Eng. Timmer	Sen. PM Gritter	Sen. PM Hegarty	Sen. PMII CJC	Sen. PM Brown	Eng. Cantu	Con Ob. Vriesman	Sen. Tech III WDS	PM Jim C.	O. Tech M Van.	Prof. Survey DE	Crew -2	Sen. Tech Holliday	Sub-contracts	B&V	Mileage	Total Cost
Task III - Final Design Engineering																			
Design Coordination																			
Coordination and Scope Meetings (4)	6	6																	
Coordination Meeting (Monthly - 4 months)	6	6																	
Piping																			
Task 106 - Final Design and Bid Documents																			
Pipe Design	8	16															\$89,320		
Main Profile Design	2	4																	
Construction Plans (1 cover; plan/profile, details; 1:40, 1:4)	9	18																	
Project Specifications	4	16																	
Piping/Valve/Connections																			
Pipe Design	12	12			8														
Valve Selection	12	12																	
B&V Task 105 - Valve Procurement																	\$27,480		
Restraining System - Task 106	4	4																	
Project Specification	4	4																	
Chambers																			
Layout Design	8	12					6			2									
Structural							32												
Pipe Construction Plans (5 sheets total)							12			52									
Project Specifications							4												
Restoration																			
Road Design (400 feet)		10								28									
Parking Area	2	20								24									
Lawn		2																	
Permit Requirements in Contract Documents																			
Soil Erosion and Sedimentation Control (SESC) Design			8																
Contract Documents - 2 sets																			
Contract Specifications	4	12																	
Proposal Development	2	16																	
Project Specification	12	24																	
QAQC																			
Internal & External Check (P&N and B&V)				12	12	8													
Estimate of Probable Cost			4				2												
Final Revisions following City Review and QAQC			4				2												
Administration (12 weeks)																			
B&V Task 113 - Proj Management and Admin	48	12																\$17,720	
Final Design Engineering Subtotals	143	206	20	12	20	8	58	0	0	106	0	0	0	0	0	\$0	\$134,520	0	\$215,700
Task IV - Permit Services																			
Water Construction Permit Application																			
Permit Application - SESC	6	12	4																
Permit Application - OCRC			4																
Permit Services Subtotals	6	12	8	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	0	\$3,300
Task V - Bid Phase Services																			
Advertise & Issue Bid Package																			
Mandatory Pre-Bid Meeting		12										8							
Answer Bidders' Questions	4	8																	
Produce Addenda	4	24																	
Accept, Tabulate & Review Bids, Recommend Award		4																	
B&V Task 107 - Bid Phase Services		2										4						\$5,715	
Bid Phase Services Subtotals	8	50	0	0	0	0	0	0	0	0	0	12	0	0	0	\$0	\$5,715	0	\$14,300

Project Worksheet

City of Wyoming - WTP Yard Piping Improvements

Staff Member	Sen. PMII M. Prein	Sen. Eng. Taplin	Sen. Eng. Timmer	Sen. PM Gritter	Sen. PM Hegarty	Sen. PMII CJC	Sen. PM Brown	Eng. Cantu	Con Ob. Vriesman	Sen. Tech III WDS	PM Jim C.	O. Tech M Van.	Prof. Survey DE	Crew -2	Sen. Tech Holliday	Sub-contracts	B&V	Mileage	Total Cost
Task VI - Construction Phase Services																			
Pre-Construction Meeting & Minutes	4	4																102	
B&V Task 108 - Precon Meeting																	\$1,415		
Contract Administration (Assuming 14 weeks)	14	56					16	8											
B&V Task 109 - Construction Admin																	\$15,040		
Shop Drawings / Submittals Review (20 Total)		24					4	12										306	
B&V Task 110 - Shop Drawings Review																	\$14,700		
Construction Progress Meetings (monthly, 3) + Valve	15	15								4									
Respond to RFIs (20 RFIs)							8	12											
Review Claims & Change Orders	4	12																	
Review Monthly Payment Estimates		12																	
Start-up Assistance	4	16																	
Prelim & Final Observation & Punch Lists		16																	
O&M Review		4																	
Record Drawings and Closeout Documentation	2	8											16						
B&V Task 112 - Record Drawings																	\$2,610		
Construction Phase Services Subtotals	43	167	0	0	0	0	28	32	0	20	0	0	0	0	0	\$0	\$33,765	408	\$70,800
Task VII - Resident Observer																			
Survey (staking, iron replacement)													12	74	16				1,224
Observation (Normal Level of Effort-50 hrs. per week/average for 14 weeks)	48	48			8		12	48	700										14,280
B&V Task 111 - Site Visits																	\$12,166		
System Start-up	4	4																	102
Resident Observer Subtotal	0	52	0	0	8	0	12	48	700	0	0	0	12	74	16	\$0	\$12,166	15,606	\$115,100
Project Grand Total	298	543	28	12	28	16	102	80	700	128	16	12	24	101	29	\$7,950	\$268,261	16,728	\$547,700

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM DENNY'S EXCAVATING INC. FOR
REVTMENT AT THE WATER TREATMENT PLANT LOW SERVICE PROPERTY
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, proposals were requested for revetment at the Water Treatment Plant low service property.
2. It is recommended the City Council accept the low proposal from Denny's Excavating Inc. in the total estimated amount of \$29,100.00.
3. Funds are available in the Water Treatment Plant capital account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Denny's Excavating Inc. for revetment at the Water Treatment Plant low service property.
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 October 5, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: September 22, 2020
Subject: Lakeshore Revetment
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: October 5, 2020

RECOMMENDATION:

It is recommended the City Council accept the proposal from Denny’s Excavating for revetment at the Water Treatment Plant Low Service property in the amount of \$29,100.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of City property contributes to their longevity and to the prevention of untimely and costly repair that could potentially interrupt the day-to-day operations of the Water Treatment Plant.

DISCUSSION:

Wyoming’s Water Treatment Plant is supplied with water from Lake Michigan by way of its Low Service buildings located along the shoreline. Due to rising lake levels, waves have broken through the existing revetment and have begun to erode a bluff section approximately 30’ wide near the northwest property corner. The existing stone revetment has been drawn out into the lake along with sand from the bluff. This property is critical to the Water Treatment Plant and steps to mitigate the shoreline erosion are required.

Therefore, three companies with experience in shoreline revetment were contacted for proposals to rebuild the revetment; King Company, Shoreline Grading and Excavating, and Denny’s Excavating. King Company declined the opportunity for a proposal, citing a backlog of work. The two remaining companies were provided the same scope of work and information to ensure fair, competitive proposals. Denny’s Excavating and Lakeshore Grading and Excavating both submitted a proposal and they are as follows:

Denny’ Excavating Inc.	\$29,100.00
Lakeshore Grading and Excavating, LLC	\$29,873.00

Upon review of the proposals, Denny’s Excavating Inc. met the specifications and submitted the lowest proposal. EGLE and the U.S. Army Corps of Engineers reviewed the revetment design as part of the permitting process and an EGLE/USACE Joint Permit has been granted to the City for this project. Therefore, it is recommended that the City Council accept the proposal from Denny’s Excavating Inc. in the amount of \$29,100.00.

BUDGET IMPACT:

Adequate funds exist in the Water Treatment Plant Capital Account #591-591-57300-986.444.

CITY OF
Wyoming
MICHIGAN

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)

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

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

"Effective Date" means: May 28, 2020.

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

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

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

"Contractor" means: Denny's Excavating Inc.
[Name of contracting entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
9399 136th Ave.
[Contractor's street address]
West Olive, MI 49460
[Contractor's city, state & zip]

TERMS AND CONDITIONS

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

1. Contractor will supply the services and items as detailed in the Proposal.
2. The City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph Contractor is complying with and will comply with the Standard Terms and Conditions. Waived or modified conditions are as follows:

None
[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

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

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

CITY OF WYOMING

Denny's Excavating Inc.

By: _____
Jack A. Poll, Mayor

By: Dann Leen
[Signature officer, director or principal of Contractor]
DAN Leen President
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: 9/16, 2020

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions ("Standard Terms") apply to any contracts to which the City of Wyoming (the "City") is a party ("City Contract") unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or below, the party contracting with the City ("Contractor") attests it complies with and will comply with these Standard Terms.
2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.
3. **Permits and Inspections.** Unless the City Contract or the Proposal states otherwise, Contractor will, without expense to the City, obtain all licenses and permits required to lawfully perform the work under the City Contract and furnish copies of those licenses and permits to the City before commencing work. Contractor will also ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Grant Compliance.** If state or federal grant funds have been identified to Contractor as a source of payment for any part of the project, by signing the contract, Contractor (i) represents the Contractor has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.
5. **Qualifications.** Contractor represents and promises that:
 - A. Contractor has and will maintain and any personnel engaged by Contractor to provide services or perform work under the City Contract have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.
 - B. Neither Contractor nor 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 this 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 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 with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. If the City Contract is for a CDBG, federal and/or state funded project, Contractor and subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
 - D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - E. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Nondiscrimination.** Contractor and its subcontractors will not discriminate against an employee or an employment applicant in hiring, terms and conditions of employment, or employment-related matters related because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. "Sex" includes sexual orientation and gender identity or expression. "Gender identity or expression" means the perception by an individual or other person of the gender identity, appearance, behavior, or expression of the individual whether or not that gender identity, appearance, behavior, or expression is different from the gender identity, appearance, behavior, or expression traditionally associated with the sex assigned to the individual at birth. "Sexual orientation" means the term as defined by Michigan Civil Service Commission Rule 9-1. Contractor and its subcontractors will comply with applicable laws, rules, regulations regarding discrimination and inclusion (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the website: <https://www.eeoc.gov/>).
7. **Ethical Standards.** Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Contractor will immediately notify the City of any change in this circumstance.
8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
9. **W-9.** Before beginning work, Contractor and subcontractors will return by e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form).
10. **Intellectual Property.** Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend all actions against the City or the City's officers or employees for any alleged

infringement of any intellectual property rights by reason of their sale or use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

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

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

13. Disposal. Unless the City Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during the work and cleanup and remove of all debris resulting from the work. Disposal will comply with applicable law and Contractor shall retain and, upon request, provide the City copies of any required manifest and other disposal documentation.

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

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

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

17. Insurance.

COMMERCIAL GENERAL LIABILITY

Minimal Limits:

\$1,000,000 Each Occurrence

\$1,000,000 Personal & Advertising Injury

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations

Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

AUTOMOBILE LIABILITY INSURANCE

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

WORKERS' DISABILITY COMPENSATION

Minimal Limits: \$500,000 per occurrence

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

EXCESS/UMBRELLA INSURANCE

Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

ADDITIONAL INSURED

If the City Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: the City and all its elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any insurance the City may have will be secondary and/or excess.

If the City requests, Contractor will provide to the City Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Contractor shall retain copies of all records related to the City Contract, including, without limitation, items supplied or used in performance of the City Contract, and all work under the City Contract for at least 6 years after completion of the City Contract. Contractor shall, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless the City Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

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

ACKNOWLEDGEMENT

Contractor acknowledges receiving these Standard Terms and, unless modified by the City Contract, (i) they apply to the City Contract and Contractor's work, (ii) Contractor complies and will comply with them, and (iii) the City is relying on them.

EXHIBIT B

Denny's Excavating Inc. .
9399 136th Ave.
West Olive, Mi, 49460
Office 616-399-7679
E-mail, dirtorsnowdan@aol.com

Estimate

Number E432

Date 9/15/2020

Bill To

City of Wyoming
Water Treatment Plant
16700 New Holland Street
Holland , MI, 49424

Ship To

tony Maslanka
E-mail
maslankat@wyomingmi.gov
Office 616-399-7847
Cell 616-377-8970

Project PO Number Terms
30 days

Description	Quantity/Hours	Price/Rate	Amount
Fill sand per cy	250	\$10.00	\$2,500.00
large limestone boulders per ton	150	\$110.00	\$16,500.00
topsoil per yd installed	60	\$20.00	\$1,200.00
fabric under rock		\$600.00	\$600.00
Grass seed damaged area		\$500.00	\$500.00
Labor to place sand and rocks and topsoil complete		\$7,800.00	\$7,800.00

Total \$29,100.00

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE PURCHASE OF
IN-CAR MODEMS AND ASSOCIATED EQUIPMENT AND TO
AUTHORIZE PAYMENT TO DIGITAL HIGHWAY INC.

WHEREAS:

1. As detailed in the attached Staff Report, in-car modems and associated equipment was purchased for the public safety department.
2. Quotes were received, with Digital Highway, Inc. providing the low quote of \$38,769.58.
3. Funds for the purchase are available account numbers 101-258-25800-740.200 and 101-305-31500-980.094.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the purchase of in-car modems and associated equipment.
2. The City Council does hereby authorize payment to Digital Highway Inc. in the amount of \$38,769.58.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 5, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Resolution No. _____

STAFF REPORT

DATE: September 29, 2020
SUBJECT: Public Safety – In-Car Modems
FROM: Pat Firestone, Director of Information Technology
MEETING DATE: October 5, 2020

RECOMMENDATION:

The Information Technology department recommends that the City Council approve the recent purchase of CradlePoint in-car modems and associated equipment in the amount of \$38,769.58 from Digital Highway Inc. who provided the low quote.

COMMUNITY, SAFETY, STEWARDSHIP:

The recently passed resolution #26781 on September 21, 2020 for Public Safety in-car cameras, body worn cameras, tasers, and associated technology promotes safety and transparency. This purchase supports that effort, and promotes stewardship of resources by taking advantage of cost savings to the City.

DISCUSSION:

This “to concur with” staff report is for the purchase of (27) CradlePoint in-car modems and associated equipment, with (5) being upgrades for the Fire Department. As part of the recently passed resolution #26781 on September 21, 2020 for Public Safety in-car cameras, body worn cameras, tasers, and associated technology, the City of Wyoming Information Technology department was tasked with procuring the necessary (22) modems for the project.

This staff report is to concur with a purchase made in September to take advantage of a \$300 rebate per modem, resulting in savings to the City of \$8,100, if purchased by September 30th. This purchase was approved by City of Wyoming, Purchasing. The Information Technology department contacted Digital Highway Inc., CDW-G, and Gov Connection Public Sector Solutions for the purchase of the modems with Digital Highway, Inc. providing the low quote.

BUDGET IMPACT:

Funding for this purchase was authorized out of: 101-258-25800-740.200 (operating supplies – computer equipment), 101-305-31500-980.094 (capital outlay video camera).

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

1. Formal bids have been obtained on the below listed item.
2. The bids received have been reviewed and evaluated as per the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
18 Inch Rock Cut Saw	ALTA	\$13,670.00

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 5, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

DATE: September 21, 2020
SUBJECT: Bid Award – 18 Inch Rock Cut Saw
FROM: Ted Seil, Fleet Services Supervisor
Date of Meeting: October 5, 2020

RECOMMENDATION:

The Public Works Department recommends that the City Council award the 18 Inch Rock Cut Saw Bid to the lowest bidder, ALTA, at a price of \$13,670.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Although called a Rock Cut Saw by the industry, this piece of equipment is actually used to cut tree roots or stumps. Tree roots cause sidewalks to heave, crack and become trip hazards. The Rock Cut Saw is primarily used to cut tree roots along sidewalks and reduces the need for complete slab replacement or edge grinding. This less expensive preventative maintenance technique is used throughout the City and will attach to the existing skid steer.

DISCUSSION:

On September 15, 2020, the City received three bids for an 18-inch Rock Cut Saw out of twenty-one invitations to bid that were sent out. ALTA provided the lowest bid of \$13,670.00

The Public Works Department maintains approximately 389 miles of sidewalks and 520 miles of curb along streets. The Rock Cut Saw will be used to cut roots that grow under these surfaces causing cracking and trip hazards. It will replace an obsolete 20-year-old saw and is also better sized for our needs.



BUDGET IMPACT:

Sufficient funds are available in the Motor Pool Fund, Capital Outlay Equipment Account 662-441-58500-987.000

BID TABULATIONS:

TABULATION OF BIDS
FOR 18" ROCK CUT SAW
OPENED BY THE CITY CLERK ON September 15, 2020 AT 11:00 A.M.

Bidder	Bid Price	Manufacturer
ALTA	\$13,670.00	Erskine
Quick Attach	\$13,846.00	Quick Attach
Ditch Witch	\$67,153.83	Ditch Witch

ORDINANCE NO. 15-20

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF ORDINANCES
BY ADDING SUBSECTION (127) TO REZONE 1.11 ACRES AT 5050 BYRON
CENTER AVE SW FROM R-1 TO R-3

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is amended by adding subsection (127) to read as follows:

- (127) To conditionally rezone the following described property at 5050 Byron Center Ave SW from R-1 Residential to R-3 Residential, subject to the terms and conditions of the Conditional Rezoning Contract dated as of July 30, 2020, among the City of Wyoming and Grandview Ventures LLC, Dan Burrill, a copy of which is attached as Exhibit A.

DESCRIPTION:

PART OF THE SW 1/4, SECTION 27, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 27; THENCE S01 °19'23"E 132.00 FEET ALONG THE WEST LINE OF SAID SECTION 27; THENCE S87°58'45"E 50.09 FEET ALONG THE SOUTH LINE OF GOLFPARK VIEW ESTATES TO THE EAST LINE OF BYRON CENTER AVENUE AND THE PLACE OF BEGINNING OF THIS DESCRIPTION:
THENCE CONTINUING S87°58'45"E 233.40 FEET ALONG SAID SOUTH LINE OF GOLFPARK VIEW ESTATES; THENCE S01 °19'23"E 200.86 FEET; THENCE S88°40'37"W 233.00 FEET TO THE SAID EAST LINE OF BYRON CENTER AVENUE; THENCE N01°19'23"E 214.48 FEET ALONG THE SAID EAST LINE OF BYRON CENTER AVENUE TO THE PLACE OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD. CONTAINS 1.11 ACRES MORE OR LESS.

Section 2. This ordinance shall take effect on _____, 2020.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2020.

Kelli A. VandenBerg,
Wyoming City Clerk

Exhibit A

CONDITIONAL REZONING CONTRACT

This Conditional Rezoning Contract is made as of July 30, 2020, between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 ("**City**"), Pines Golf Course, Inc., a Michigan corporation of 5050 Byron Center Ave. SW, Wyoming, MI 49519 ("**Pines**"), and Grandview Ventures, L.L.C., a Michigan limited liability company of 5099 South Division, Wyoming, MI 49548 ("**Grandview**").

RECITALS

A. Pines owns and Grandview, in cooperation with Pines, wishes to develop, the following described approximately 1.11 acres of real property located at 5150 Byron Center Avenue SW in City (the "**Property**") that as two attached two family homes (the "**Desired Use**").

PART OF THE SW 1/4, SECTION 27, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 27; THENCE S01 °19'23"E 132.00 FEET ALONG THE WEST LINE OF SAID SECTION 27; THENCE S87°58'45"E 50.09 FEET ALONG THE SOUTH LINE OF GOLFPARK VIEW ESTATES TO THE EAST LINE OF BYRON CENTER AVENUE AND THE PLACE OF BEGINNING OF THIS DESCRIPTION:

THENCE CONTINUING S87°58'45"E 233.40 FEET ALONG SAID SOUTH LINE OF GOLFPARK VIEW ESTATES; THENCE S01 °19'23"E 200.86 FEET; THENCE S88°40'37"W 233.00 FEET TO THE SAID EAST LINE OF BYRON CENTER AVENUE; THENCE N01°19'23"E 214.48 FEET ALONG THE SAID EAST LINE OF BYRON CENTER AVENUE TO THE PLACE OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD. CONTAINS 1.11 ACRES MORE OR LESS.

B. Under City's zoning ordinance, *i.e.*, Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan (the "**Zoning Ordinance**"), the Desired Use is not allowed in the R-1 Residential zoning district in which the Property is currently located so Grandview and/or Pines applied to rezone the Property to the R-3 Residential zoning district but voluntarily offered certain conditions (stated in section 1 below) to the proposed rezoning to ensure the Property as developed will be compatible with adjacent and nearby uses.

C. In accordance with section 405 of the Michigan Zoning Enabling Act, 2006 PA 110, MCL 125.3405, following a duly notice of public hearing, the Planning Commission recommended the conditional rezoning of the Property and the City Council approved the rezoning of the Property to the R-3 Residential zoning district subject to the conditions and other terms stated in this Contract by Ordinance No. 15-20 adopted on _____, 2020 (the "**Rezoning**").

TERMS AND CONDITIONS

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

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

- A. Property will begin construction within 18 months of zoning approval.
- B. Property will have the attached two-family home as a condition of rezone.
- C. City to allow a different plan if it meets or exceeds the current two-family homes attached and be subject to Planning Commission or city planner’s approval.
- D. Each unit will have its own two-stall garage.
- E. Each building will consist of premium vinyl siding and stone as seen in attached photos. (Photos to be omitted in codified copy of ordinance.)





- F. Each site will be professionally landscaped and include underground sprinkling where necessary.
- G. Each site will keep as many trees in the rear yard as possible.
- H. Each unit will have a minimum of 3 bedrooms and 2 baths.

2. Noncompliance Consequences and Remedies.

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

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

3. Term.

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

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

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

D. This Contract will terminate and the zoning of Property will be automatically returned to the R-1 Residential zoning district if the Desired Use is not constructed and certificates of occupancy issued by December 31, 2022.

4. General Provisions.

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

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

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

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

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

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

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

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

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

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

CITY OF WYOMING

STATE OF MICHIGAN
COUNTY OF KENT

By: _____
Jack A. Poll, Mayor

On _____, 2020, Jack A. Poll and Kelli A. VandenBerg, known to me as the Mayor and Clerk, respectively for the City of Wyoming,

By: _____
Kelli A. Vandenberg, City Clerk

Approved as to form:

Scott G. Smith, City Attorney

PINES GOLF COURSE, INC.

By: _____
Ronald F. Zandbergen, President

By: _____
Terry L. Zandbergen, Secretary

GRANDVIEW VENTURES, LLC

By: _____
Dan Burrill, Member

acknowledged their signatures before me.

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

STATE OF MICHIGAN
COUNTY OF KENT

On _____, 2020, Ronald F. Zandbergen and Terry L. Zandbergen, known to me as the President and Secretary, respectively, of Pines Golf Course, Inc., acknowledged their signatures before me.

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

STATE OF MICHIGAN
COUNTY OF KENT

On _____, 2020, Dan Burrill, known to me as a member of Grandview Ventures, LLC acknowledged his signature before me.

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

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

Drafted by:
Scott G. Smith
Wyoming City Attorney
1155 28th Street SW, PO Box 509
Wyoming, MI 49509-0905

When recorded, return to:
Kelli A. Vandenberg, City Clerk
City of Wyoming
1155 28th Street SW, PO Box 905
Wyoming, MI 49509-0905

September 1, 2020

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to grant a conditional rezone from R-1 to R-3 for 1.11 acres located at 5050 Byron Center Ave SW (Section 27) (Grandview Ventures, LLC).

Planning Commission Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Planning Commission at their regular meeting on August 18, 2020. A motion was made by Hall, supported by Weller, to recommend to City Council approval of the request for a rezone to R-3. The motion passed unanimously.

The developer is proposing for the northwest corner of the Pines Golf Course to be split off into two new parcels with two-family residential units. Two-family residential properties require R-3 zoning.

The developer has offered a conditional rezone, which includes the following binding conditions:

- Property will begin construction within 18 months of zoning approval.
- Property will have the attached two-family home as a condition of rezone.
- City to allow a different plan if it meets or exceeds the current two-family homes attached and be subject to Planning Commission or city planner's approval.
- Each unit will have its own two-stall garage.
- Each building will consist of premium vinyl siding and stone as seen in attached photos.
- Each site will be professionally landscaped and include underground sprinkling where necessary.
- Each site will keep as many trees in the rear yard as possible.
- Each unit will have a minimum of 3 bedrooms and 2 baths.

Planning Commission received a petition signed by neighboring residents, four voicemails and a letter that were all in opposition to the request. Concerns sited during public comment included the project's impact on natural spaces, the potential for decreasing property values for the



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

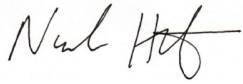
Sam Bolt

Jack A. Poll, Mayor

surrounding neighbors, an increase in traffic to the area and an increase in community safety concerns.

A detailed review of the meeting discussion, including the meeting minutes and public comment provided, is available in the attached Planning Commission minutes and supportive materials.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Nicole Hofert, City Planner
Department of Community Services

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

AGENDA ITEM NUMBER 1

Request for a conditional rezone of 1.11 acres from R-1 to R-3 at 5050 Byron Center Ave SW (Section 27) (Grandview Ventures, LLC).

Hofert presented the proposed land use for the property located at 5050 Byron Center Ave. SW. The request is to parcel off 1.11 acres of a parcel that is located in the NW corner of The Pines golf course. The surrounding properties are either residential properties or part of The Pines golf course. The developer is proposing for the northwest corner of the lot to be used as the site for two, two-family residential units.

Hofert shared that the lot was originally a part of the Pines Golf Course property, but has not been used by the course and has remained undeveloped. The requested rezoning from R-1 residential to R-3 residential is necessary because multi-unit properties are not allowed in R-1 zoned parcels. The project would have a cumulative density of 3.6 dwelling units per acre. The 1.11 acre corner section will be split off from the main property, and will then be divided into two new parcels for each of the two duplexes. Both proposed buildings will have street frontage on Byron Center Avenue SW.

Hofert noted that the City is not allowed to ask for conditions in the rezone process, but the developer has offered to make this request a conditional rezone, which includes the following binding conditions:

1. Property will begin construction within 18 months of zoning approval.
2. Property will have the attached two-family home as a condition of rezone.
3. City to allow a different plan if it meets or exceeds the current two-family homes attached and be subject to Planning Commission or city planner's approval.
4. Each unit will have its own two-stall garage.
5. Each building will consist of premium vinyl siding and stone as seen in attached photos.
6. Each site will be professionally landscaped and include underground sprinkling where necessary.
7. Each site will keep as many trees in the rear yard as possible.
8. Each unit will have a minimum of 3 bedrooms and 2 baths.

Hofert shared elevation images, floor plans for the units, and pictures of the proposed product based on a similar project that the developer had completed prior.

Hofert shared that ordinance amendments and rezonings are legislative decisions, not tied to specific standards listed in the ordinance. However, she noted that the project conformed to the factors that are commonly considered with respect to rezonings, including:

- (a) *Consistency with the adopted master plan.*

The city's current Land Use Plan 2020 denotes this parcel as Parks/Open Space and has it surrounded by Low Density Residential. This project is compatible with the surrounding residential.

- (b) *Compatibility of the allowed uses with existing and future land uses*
The proposed two-family residential uses will be compatible with existing and future land uses. This low-density development is compatible with the envisioned land use of the City's Master Plan and meets the needs identified in the AI and Housing Needs Assessment.
- (c) *Capability of the property to be served by public services.*
The property can be served by public utilities.
- (d) *Ability of the property to be used as currently zoned.*
R-1 zoning does not permit two-family residential properties. The 1.1 acre lot meets the dimensional requirements needed to serve two, two-family residential developments. The site currently sits vacant as it is not usable as part of the golf course due to being bookmarked by residential on the north and south.
- (e) *Appropriateness of all uses allowed within the proposed district at the property location.*
The R-3 residential district permits all of the same uses permitted in the R-1 zoning district, but additionally allows two-family residences.

Hofert advised that the project complied with the following City of Wyoming Sustainability Principles:

Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations. The proposed project supports social equity and diversity that contributes to a vibrant community. Overall, the proposed development conforms with the City of Wyoming Sustainability Principles.

Hofert shared that the Development Review Team recommended that the Planning Commission recommend to City Council approval of the request to rezone 1.1 acres from R-1 to R-3 at 5050 Byron Center Ave. SW. A conceptual site plan was included in the submission packet. However, the developers will need to apply for site plan approval as a separate application.

PUBLIC COMMENT

DeLange opened the public comment period at 7:13 p.m. Hofert shared that several public comments had been received prior to the meeting, including one letter and four voicemails. Staff also received an unofficial petition with 64 signatures opposing the rezoning request.

All voicemails that were left were from neighbors that were opposed to the rezoning request. The unofficial petition submitted asked that the request be denied due to the project's impact on natural spaces, the potential for decreasing property values for the surrounding neighbors, an increase in traffic to the area and an increase in community safety concerns. Hofert stated the petition is unofficial because it was not filed through the Clerk's office. She also noted that many of the signatories did not use full names or addresses.

Bell read the letter that had been submitted by Clyde and Emily Lotter, no address given. The Lotters wrote that they would vote against the proposal because their property values would decrease because of the multi-unit properties.

Paul Hoppenrath, 4864 Byron Center Ave., stated that he was opposed to the rezone and that he had heard from the previous owner that the site of the proposed rezone and development would always stay part of the golf course. Additionally, he had heard that the parcel was under special use and wondered if state law allowed for a chunk of that property to be broken off and used for something different. He has concerns about the property value decreasing as well.

Chris Karpinsky read comments for her mother-in-law, who is deaf. Her mother-in-law's name is Karen Neilson, she resides at 2340 Easy St. She is opposed to the proposed properties going in as they would adjoin her back yard and would reduce her enjoyment of her property. Karen also thought it would never be developed, and had concerns about decreased property values and an increase in crime.

Tara Flikkema, 4665 Patricia Ct., said she is opposed to the proposed rezone due to traffic, safety and property value concerns.

Willy Rude, 4860 Byron Center Ave., is opposed to the proposed rezone as well. He lives in a property adjacent to the golf course. He is opposed to the project for all the reasons previously stated and wondered if this was an example of spot zoning, which is identified by HUD as problematic. He asked if there were any other duplexes in the area and DeLange replied that there were. Hofert, reminded the group that questions will not be answered during the public hearing and that rather it is an opportunity for comment and Commissioners are unable to respond at this time. Rude stated that he knows that rental property is necessary but he wondered if there would be any accommodations in terms of parking spaces.

Rhonda Boggs, 2330 Easy St., stated that she started the petition that had been submitted to the City with 65 signatures on it. Hofert confirmed that the petition was received. Boggs stated that she brought the petition because of the traffic concerns, the potential for additional noise and a change in the environment that the neighbors do not want. The neighbors who had signed the petition had expressed concerns that the added units will be rental units that are not good for the community.

Josh Duval, 4780 Allison Ave., is not in support of the requested rezoning because he does not see the need for the development and he also has traffic, property value and crime concerns.

Public Comment was closed at 7:27 p.m.

DeLange asked for comment from the developer.

Dan Burrill, Grandview Ventures, 5099 S. Division, stated that the property to be rezoned is one that he has been considering for years and that he had completed a similar project in Kentwood. The photo that was in Hofert's presentation is the product that would be built for this project. All units will have two car garages that are essential to getting cars off the driveway. There are 6 duplexes along Byron Center Ave. already, and the project works well with the City's Master Plan and is supported by the city's Analysis of Impediments and Housing Needs Assessment.

Burrill stated that the rent on each unit would be between \$1,700 and \$1,800 per month and each unit would be valued at around \$400,000. He has worked with the City engineering staff and Pathfinder Engineering. The goal is to get as far away from the north and south property lines as possible to provide additional privacy to the neighbors. He said he also intended to add a traffic turnaround on site. His intention is to maintain as many of the trees as he can. He stated that he was available for questions.

Goodheart stated that he had prepared the plan for the proposal. DeLange asked if that meant that Goodheart had to abstain from the voting and discussion, and Hofert confirmed that per the Rules of Procedure Goodheart could not participate in the discussion or vote on the request.

A motion was entered by Hall, supported by Weller, to approve the conditional rezone of 5050 Byron Center Ave. SW from R-1 to R-3.

DeLange asked for Commissioner comments regarding the proposal.

Hegy asked if the property would be owned by the developer or if it would be sold, and who would maintain the property.

Burrill replied that property would be kept by himself along with a business partner and that the property will be professionally landscaped.

Arnoys asked Hofert to clarify what spot zoning was.

Hofert replied that spot zoning is when a property is zoned in such a way that no other similar properties are zoned that way in the immediate area. In this proposal, there are already multifamily homes across the street and the area has always been zoned R-1 residential. Additionally, the unit density for the area would be less than the 4 dwelling units per acre that is traditional with R-1 developments. The property is compatible with the surrounding area.

Micele asked what the price point would be, if the price would include all landscaping, and if the developer could clarify what the public comments regarding being told the property was never going to be developed were from.

Burrill replied that the units would be rented at between \$1,700 and \$1,800 per unit per month and that they would be valued at \$400,000. The rent would include all landscaping.

Burrill clarified that any statements that had been made to the neighbors about the property not being developed did not come from him or the Pines golf course. Burrill said he thought Hoppenrath had heard it from a previous owner.

Hofert added that the property is zoned R-1 currently, so housing units can be put in as a matter of right without prior approval by the Planning Commission.

Micele asked what the advantage was of building duplexes versus single family homes.

Burrill replied that the costs of construction make it more reasonable to build duplexes instead of single family homes. He also reiterated that the city's AI and Housing Needs Assessment identified a need for this style of housing in Wyoming.

Weller asked if it might be possible to move the duplexes closer to the south property line.

Burrill confirmed that if the project was approved, the duplexes could be moved closer to the south property line.

Weller asked if the driveway turnarounds were intended to prevent people from backing into the road, and Burrill replied that this was true.

Weller asked if solid board on board fencing could be added to the south property lines.

Burrill replied that this would be possible on the south property line, but less feasible on the north property line.

Hall asked if staff had reviewed the traffic and safety concerns brought forth in the public comment, and Hofert replied that there were no concerns on either front.

Micele asked if the turnarounds that were planned for would add a lot of concrete to the area and if there could be some landscaping done to hide the concrete from view.

Burrill referred the group back to the picture of the units he had built already. The turnarounds would have grass all around them, but that he worries about sight clearance if additional bushes were added.

DeLange asked if it was an actual turnaround or a single lane spot because he did not want the neighbors to be parking there.

Burrill replied that people would be able to back into the spots and turn around.

DeLange asked if the project will have to come back for Planning Commission for final site plan approval. Hofert replied that it would not have to come back for final site approval before Planning Commission, though it would still have to meet all relevant conditions and be reviewed and approved by staff.

DeLange asked if staff understood the concerns presented and Hofert replied that all concerns will be captured in the minutes.

Weller stated that if the neighbors would like a board on board fence installed on the new property, that this should be offered.

Burrill replied that he would be open to that request and thinks he needs to figure out a distance and placement that would keep the property as natural as possible.

Arnoys asked if the setbacks for the project will match the ones that had been used in Burrill's previous projects.

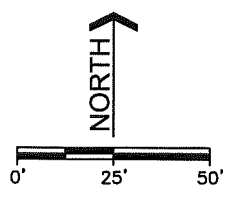
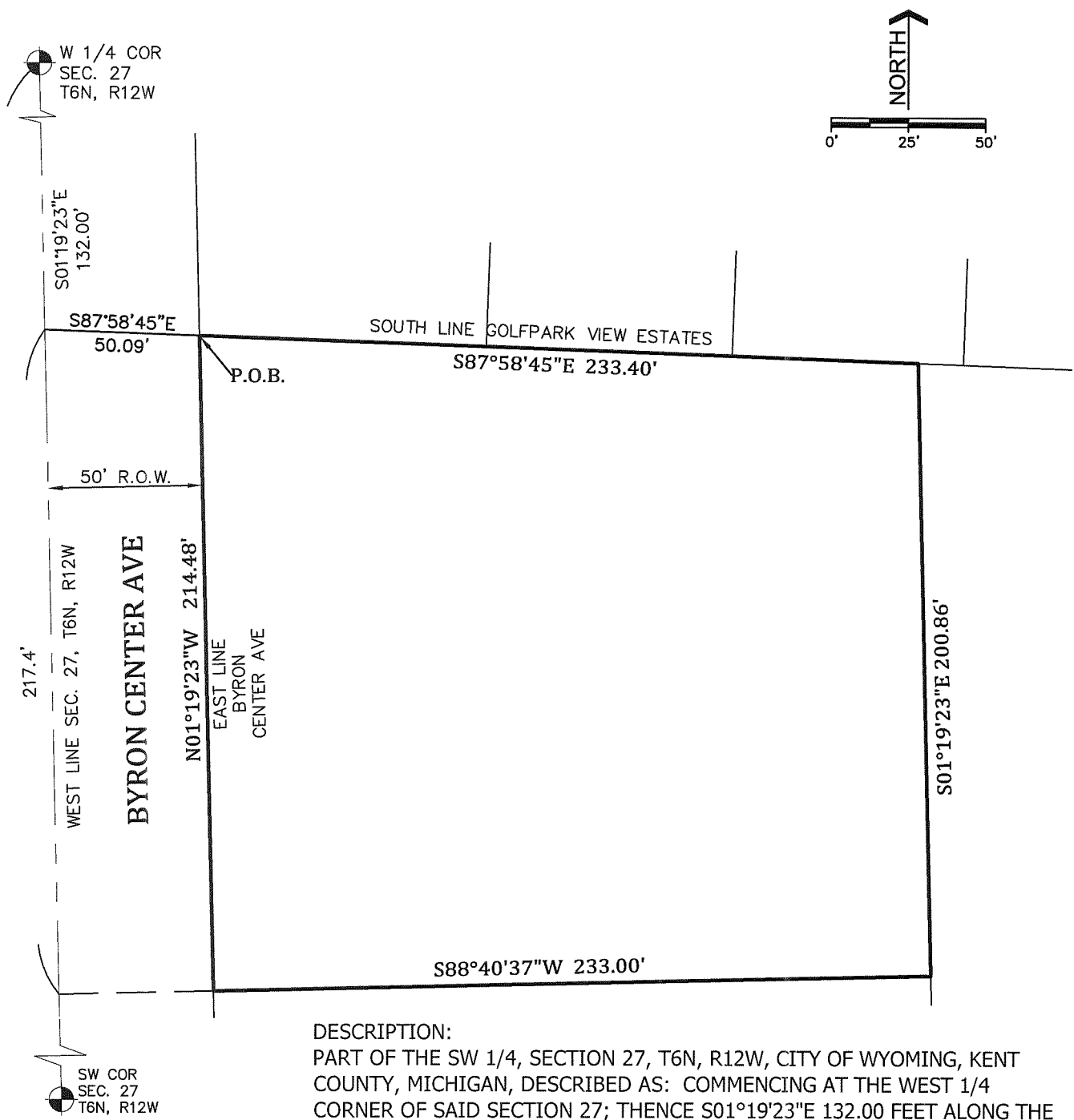
Burrill replied that the Zoning ordinance regulates setbacks at a minimum and that the buildings may have to be pushed back even further to be able to fit the turnarounds.

Hofert added that the minimum setbacks for R-3 zoning would have to be met and if the buildings had to be set back even further, that this could be discussed during site plan review.

Hegy asked for Burrill's thoughts on the possibility of the project decreasing the property values of other properties in the area.

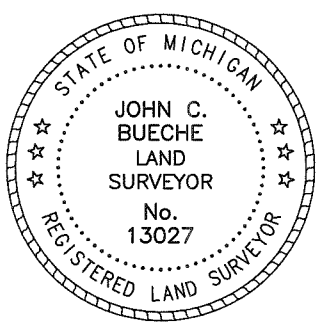
Burrill replied that he does not believe the project will affect property values because it is a high-value investment. He cited Del Mar Farms as a good local example of duplexes mixing into a neighborhood that is predominately single family and not affecting property values in a negative way.

A vote on the motion carried unanimously.



DESCRIPTION:
 PART OF THE SW 1/4, SECTION 27, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 27; THENCE S01°19'23"E 132.00 FEET ALONG THE WEST LINE OF SAID SECTION 27; THENCE S87°58'45"E 50.09 FEET ALONG THE SOUTH LINE OF GOLFPARK VIEW ESTATES TO THE EAST LINE OF BYRON CENTER AVENUE AND THE PLACE OF BEGINNING OF THIS DESCRIPTION: THENCE CONTINUING S87°58'45"E 233.40 FEET ALONG SAID SOUTH LINE OF GOLFPARK VIEW ESTATES; THENCE S01°19'23"E 200.86 FEET; THENCE S88°40'37"W 233.00 FEET TO THE SAID EAST LINE OF BYRON CENTER AVENUE; THENCE N01°19'23"E 214.48 FEET ALONG THE SAID EAST LINE OF BYRON CENTER AVENUE TO THE PLACE OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD. CONTAINS 1.11 ACRES MORE OR LESS.

BEARING BASE; BASED ON
 EXXEL ENGINEERING, INC.
 SURVEY FILE NO.: 973212E
 DATED JULY 17, 2002



John C. Bueche
 JOHN C. BUECHE P.S. 13027

I HEREBY DECLARE THAT THE LAND HEREIN DESCRIBED WAS SURVEYED UNDER MY DIRECT SUPERVISION TO THE BEST OF OUR ABILITY AND KNOWLEDGE. THE ERROR OF CLOSURE IS NO GREATER THAN 1 IN 5000. ALL THE REQUIREMENTS OF P.A. 132, 1970 HAVE BEEN COMPLIED WITH. THIS SURVEY, INCLUDING ANY NEW DESCRIPTION(S), WAS MADE FROM A PROPERTY DESCRIPTION FURNISHED TO US. THE DESCRIPTION(S) SHOULD BE COMPARED WITH A TITLE POLICY OR ABSTRACT FOR COMPLETENESS, ACCURACY, EASEMENTS AND EXCEPTIONS.

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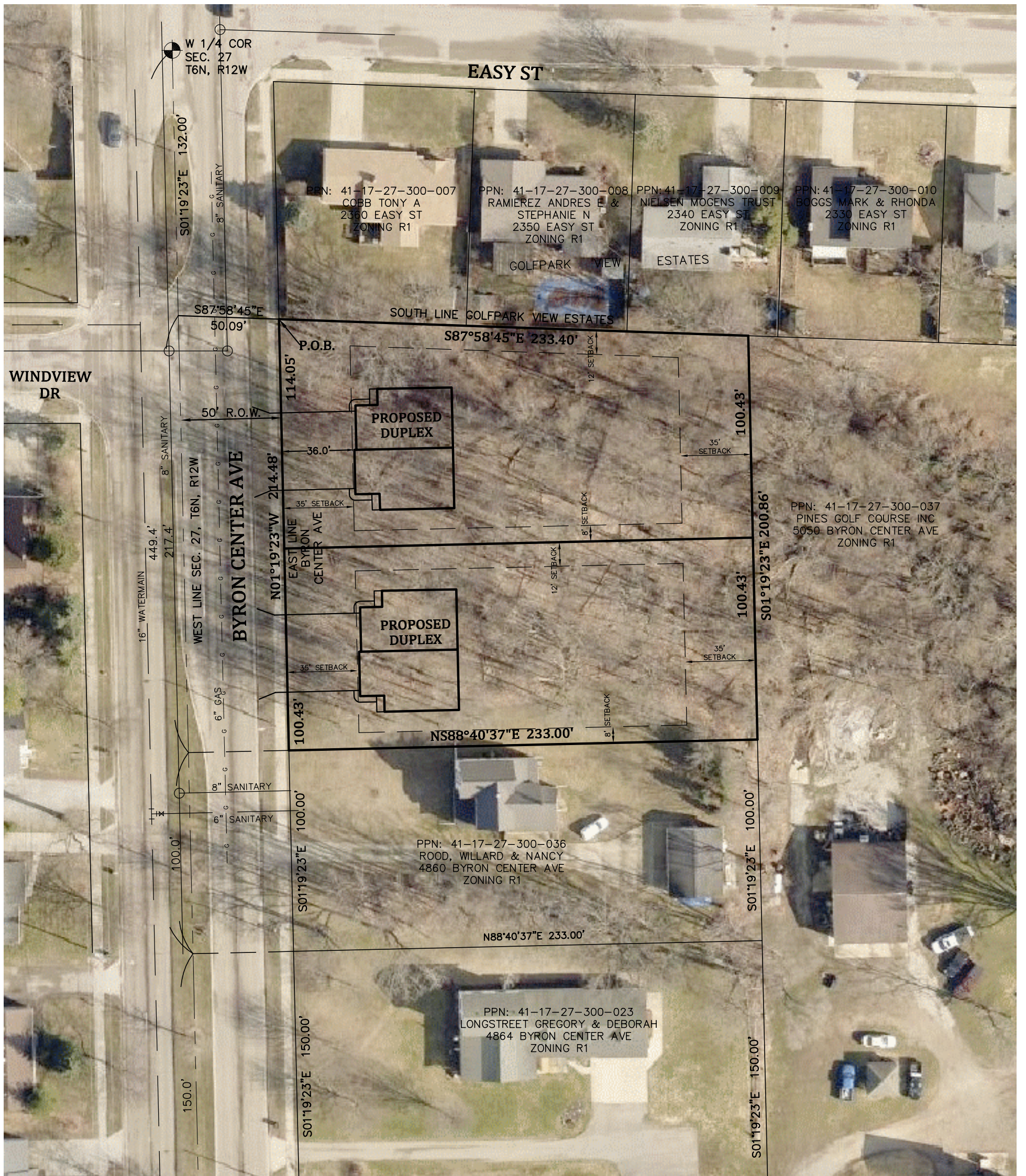
Pathfinder
 Engineering, Inc.

2335 Byron Center Ave. S.W. Wyoming, MI 49519
 Phone 1-616-878-3885 Fax 1-616-878-4559

**DESCRIPTION & SKETCH
 FOR RE-ZONING**

ADDRESS OF
 5050 BYRON CENTER AVENUE
 PREPARED FOR:
 GRANDVIEW VENTURES, LLC

DATE
 7-20-20
 PROJECT NO.
 20019
 SHEET NO.
 1 OF 1

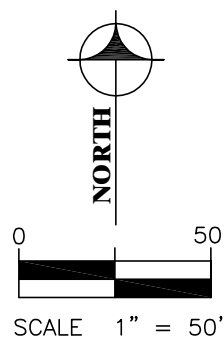


BEARING BASE; BASED ON
 EXXEL ENGINEERING, INC.
 SURVEY FILE NO.: 973212E
 DATED JULY 17, 2002

PPN: 41-17-27-300-037
 PINES GOLF COURSE INC
 5050 BYRON CENTER AVE
 ZONING R1

DESCRIPTIONS FOR PARCEL
 SPLITS WILL BE PROVIDED AFTER
 PARCEL HAS BEEN RE-ZONED

DESCRIPTION:
 PART OF THE SW 1/4, SECTION 27, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS:
 COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 27; THENCE S01°19'23"E 132.00 FEET ALONG THE WEST LINE OF SAID SECTION 27; THENCE S87°58'45"E 50.09 FEET ALONG THE SOUTH LINE OF GOLFPARK VIEW ESTATES TO THE EAST LINE OF BYRON CENTER AVENUE AND THE PLACE OF BEGINNING OF THIS DESCRIPTION: THENCE S87°58'45"E 233.40 FEET ALONG SAID SOUTH LINE OF GOLFPARK VIEW ESTATES; THENCE S01°19'23"E 200.48 FEET; THENCE N88°40'37"W 233.00 FEET TO THE SAID EAST LINE OF BYRON CENTER AVENUE; THENCE N01°19'23"E 214.48 FEET ALONG THE SAID EAST LINE OF BYRON CENTER AVENUE TO THE PLACE OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD. CONTAINS 1.11 ACRES MORE OR LESS.



RE-ZONING & PROPOSED PARCEL SPLIT

PART OF THE SW 1/4, SECTION 27
 CITY OF WYOMING, MICHIGAN

PREPARED FOR:
 GRANDVIEW VENTURES, LLC

PREPARED BY:

Pathfinder
 Engineering, Inc.

2335 Byron Center Ave. S.W. Wyoming, MI 49519

Phone 1-616-878-3885 Fax 1-616-878-4559

DATE: 7-16-20

PROJECT NO.: 20019

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ORDINANCE NO. 16-20

ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF ORDINANCES BY
ADDING SUBSECTION (128) TO REZONE 4022, 4075 AND 4111 64TH STREET SW
FROM RO-1 AND B-2 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 (128) to read as follows:

(128) “Wilson Crossings”:

(a) To rezone the following described property at 4022, 4075 and 4111 6th Street SW from the RO-1 Restricted Office District and B-2 General Business District to PUD-4 General Planned Zoning District:

Units 3, 4 and 5, WILSON CROSSINGS, according to the Master Deed recorded in Instrument No. 20070412-0039986, as amended, First Amendment to Master Deed recorded in Instrument No. 20100303-0017989, Second Amendment to Master Deed recorded in Instrument No. 20160601-0045008, and designated as Kent County Condominium Subdivision Plan No. 874, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

(b) This rezoning is conditional upon all development being consistent with the overall development plan for the Wilson Crossings project as presented at the City Planning Commission meeting of September 15, 2020, consisting of 11-page project narrative booklet prepared by Jim Reminga, Rockford Construction, with a “Last Modified” date of August 26, 2020, 11:17 a.m., and the following pages of narratives, drawings and renderings, and includes the following modifications to minimum requirements (the page numbers are references to pages in the project narrative booklet):

(1) Front yard setbacks are noted on the Street Standards (page 8) of the PUD document and described in the Proposed Zone Sections on page 4. Buildings in the low-density residential zones will be positioned 15 to 20 feet back from the outside of the sidewalk with porches allowed within that setback.

(2) Building footprints in rear yards will be developed as shown on the Street Standards (page 8). Rear yards for multi-family will be 20 feet.

(3) Request to increase permitted height to allow 5 story hotels in the General Business Zone and 3 and 4 story buildings in the Medium Density and Independent Living residential zones.

Section 2. This ordinance shall take effect on _____, 2020.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2020.

Kelli A. VandenBerg,
Wyoming City Clerk

September 28, 2020

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to grant a rezone from B-2 and RO-1 to PUD-4 at 4022, 4075, and 4111 64th Street SW

Planning Commission Recommendation: To deny the PUD-4 rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at their regular meeting on September 15, 2020. A motion was made by Hall, supported by Arnoys, to recommend to City Council approval of the request for a rezone to PUD-4. Following discussion, the motion failed 3-4 and a subsequent motion was entered by Micele, supported by Weller, to deny the request for the rezoning. The motion to deny passed 4-3 with Hegyi, Micele, Weller, and DeLange voting in favor, and Hall, Chatterley, and Arnoys voting against the motion to deny.

A detailed review of the request and the Planning Commissioner's discussion is available in the attached Planning Commission minutes and supportive materials. Following please find a general summary of the proposed project.

The petitioner proposes to rezone 62.93 acres from B-2 and RO-1 to PUD-4. The project, referred to "Wilson Crossings," is proposed to be a new mixed-use neighborhood that includes a diversity of uses including residential and commercial uses designated by "zones." The project is located near the M-6 and Wilson Ave interchange and is bordered on three sides by Byron Township.

The residential portion of the project is proposed to include a variety of housing types including low density zones (e.g. duplexes and townhomes); medium density zones (e.g. 3-4 story apartment buildings); and an independent, age-restricted living zone. The commercial portion, or zone, of the development will include office, service and retail uses. The project is proposed to be developed as a site condominium.



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

The project was first presented to Planning Commission and City Council earlier this year. Planning Commission had recommended the plan not be supported. City Council referred the plan back to the Planning Commission for further review and asked the developer to meet with the neighboring Byron Township residents and discuss their concerns, namely those related to the tree buffer on the western edge of the property.

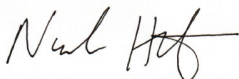
Since that time, the developer has met with the neighboring Byron Township residents on multiple occasions to revise the natural buffer on the west edge of the PUD's property. The latest submittal from the developer includes a proposed 100' natural buffer between the low density residential in Wilson Crossings and the low density residential found in the Byron Township neighborhood.

The proposed PUD included a request from the developer to modify the minimum requirements as outlined in *Section 90-419C*. The following modifications have been requested and can be granted by City Council:

- a. Front yard setbacks are noted on the Street Standards (page 8) of the PUD document and described in the Proposed Zone Sections on page 4. Buildings in the low-density residential zones will be positioned 15'-20' back from the outside of the sidewalk with porches allowed within that setback.
- b. Building footprints in rear yards will be developed as shown on the Street Standards (page 8). Rear yards for multi-family will be 20'.
- c. Request to increase permitted height to allow 5 story hotels in the General Business Zone and 3 and 4 story buildings in the Medium Density and Independent Living residential zones.

During public comment at the Planning Commission meeting 14 Byron Township residents spoke in opposition to the proposed PUD. There were no comments received from Wyoming residents. Please refer to the Planning Commission minutes for a detailed summary of the comments received.

Respectfully submitted,



Nicole Hofert, City Planner
Department of Community Services

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

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING PLANNING COMMISSION AT ITS REGULAR MEETING OF OCTOBER 20th, 2020

PLANNING COMMISSION
MEETING MINUTES OF SEPTEMBER 15, 2020
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

Note: The September 15th, 2020 Planning Commission Meeting was held virtually in accordance with Governor Whitmer's Executive Order 2020-160.

MEMBERS PRESENT: Arnoys, Chatterley, Hall, Hegyi, Micele, Weller, DeLange

MEMBERS ABSENT: Goodheart, VanDuren

A motion was made by Arnoys, supported by Hall, to excuse Goodheart and VanDuren.

A vote on the motion carried unanimously.

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

Chair DeLange called the meeting to order at 7:04 p.m. DeLange read an opening statement regarding the online meetings executive order and instructed the public on various strategies they could use to enter in their comments during the meeting.

APPROVAL OF MINUTES

The minutes of August 18, 2020 were approved to stand as read.

APPROVAL OF AGENDA

The agenda was approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

Hofert noted that Hidden Ridge residents of Byron Township, which borders the proposed site of the PUD rezone in Agenda Item #3, had submitted documents containing their feedback on the proposal prior to the meeting. The comments were shared with the Planning Commission for review prior to the meeting.

Ryan Johnston, 6200 Kuiper Dr., Byron Township, stated that he lives one street away from the proposed development. He is proud of his home and wants to protect it along with his family. He served on the Steering Committee for the Hidden Ridge community and he had 60 residents sign the document and comment over the previous two days. The comments contained in their submitted document mirror what had been said at the Planning Commission meeting on the same proposal over the winter. The community realizes the project will happen but is asking for the developer to consider their recommendations for improvement. The developer was not as available to residents as he had indicated he would be.

Sue Sharon, 6200 Farming Green, Byron Township, stated that the Planning Commission had voted against the project at their January 21 meeting, and that subsequently the City Council had tabled the proposal. She has building height and setback concerns and had met with the developer on these concerns. She met with the developer and gave him a lot of suggestions, and she felt he was listening to them. Other residents told her they had not been able to meet with the developer. Ultimately, no action was taken on the density or height recommendations they had raised with the developer.

Dwayne Marsh, 6084 Kuiper Dr., Byron Township, stated that the proposal had been described as one that fits the description of new urbanism, but that the actual product and design don't meet this description. He doesn't feel that the development will be walkable and is concerned that what is being proposed is just a high-density, busy street development. He is also concerned that future potential business owners might find that the immediate area surrounding the project isn't attractive if this development is completed. The current neighborhood along with the proposal do not support connectivity to the local community amenities. He is also concerned that the language in the proposal would ultimately allow for changes to be made to the setback distance and the unit density. He cited some information from areavibes.com that he thought does not agree with the population density increase projections contained in the Analysis of Impediments to Fair Housing and Housing Needs Analysis.

Taura Perring, 6178 Harmon Green, Byron Township, has been witness to the sense of pride that her neighbors have in their community. She feels that the Wilson Crossings development will be too large and that it will not fit in with the overall neighborhood. She feels that the proposed housing unit density will be too high and that it wouldn't match local area unit densities. She feels that the proposed building height is too tall, and that the traffic impact of the project will be significant. She stated that even though there had been no traffic study done, there will be another 2,000 cars per day driving through the area, leading to an increase in noise and lights. Her general sense of safety will be diminished. She asks that the proposal be adjusted to include only 400 housing units.

Gary Bosse, 6120 Harmon Green, Byron Township, is not part of the Hidden Ride Steering Committee, but he has concerns about the proposed buffer areas. The west boundary shows 100 feet of buffer, but this distance could change, and grading and utility work could reduce said buffering. The east and west boundaries show a 100-foot buffer with a slight berm and tree line. The north and south boundaries both only show a 30-foot wooded buffer, and it would be very upsetting to the neighbors on those boundaries to have this implemented. He would like to see 100 feet of wooded buffer on all boundaries, and for bigger berms and trees to be planted. He asks that the Planning Commission protect the integrity and privacy of Byron Township residents.

Rick Hamilton, 6162 Harmon Green, Byron Township, stated that he is another Steering Committee member. He appreciates the changes that were already made to the proposal, and he understands the developer's desire for flexibility. The Committee started out with 25 concerns that were presented to the developer. He would like to see enhanced boundaries for all boundaries of the property, and that the buffer distances should not be allowed to be reduced. He would like assurance that future efforts will not be able to remove existing tree buffers. He is also concerned about the language in the proposal that allows for market demands to dictate the number of housing units that are included. If these adjustments are not able to be made, he is asking that the project be tabled again.

Ellen Hamilton, 6162 Harmon Green, Byron Township, is concerned that not everyone's voices will be heard when it comes to this project. She thinks this because public notice was not required for the proposal, and not all her neighbors knew the meeting was happening. Many residents were not aware that the Planning Commission was considering the proposal, and that even though all the information about the meeting and the agenda items are on the City website, not everyone will know how to access it. Further, the original proposal was brought in January of this year, and residents are not aware that they need to keep themselves updated on the City website for new information on the proposal. Not all residents have a computer. Computer access and lack of notice are both big barriers to citizen participation.

Pam Jager, 4280 Boynton Hollow Dr., Byron Township, is new to the neighborhood and does not like the fact that a traffic study had not been conducted. She moved to the neighborhood from a high traffic area and thinks the project will make Wilson impossible to navigate. She is also concerned about the proposed unit density and the height of the buildings. She doesn't think there is that much of a need for more apartments in the City, and the developer had not followed through on the requested meetings with residents, indicating that he is not concerned with neighbor feedback.

Andrew Garcia, 6298 Harmon Green, Byron Township, had been at the original City Council meeting on the proposal and at that time, the proposal had been tabled. He hopes that the Planning Commission will deny the current proposal. He feels that it's going to be used as a back door for the developer to keep on building apartment units there. He wonders why the developer wouldn't just pursue whatever code would allow for more apartments.

Don Muller, 6115 Kuiper Dr., Byron Township, knows that there has not been a traffic study done on the project. He used to live at the intersection of 52nd and Wilson, and when the Haven development was established there, the Haven residents had to resort to finding different traffic routes, creating a lot of traffic congestion. He feels there should be a traffic study preceding the building of all the new apartment units.

Nancy Phelps, 4312 Hidden Ridge Dr., Byron Township, stated that none of the public attendees were in support of the apartment complex, and that there were over 1,500 apartments and condos in the area already. When she moved into the neighborhood, she had been told that a professional complex was planned for that parcel. The homebuyers in the community were making decisions to buy in the area based on this information and then it changed. She thinks the development will overburden the public utility system. She asks that the Planning Commission stand by their original vote on the matter because the public had not been notified of the project being voted on.

Chuck Walker, 6098 Harmon Green, Byron Township, stated that he agreed with the comments already made by the Steering Committee. He originally bought his home because of the number of trees in the area and feels that an insufficient number of trees were going to be kept for the project. The height of the buildings requested is unprecedented for the area. The area will also be cramped because of the number of apartments that were planned for. The Haven has the same cramped feel. The developer's proposal is written with too much ambiguity, and the Planning Commission did not meet with the Steering Committee about the matter. He asks that Planning Commission deny the proposal.

Thomas Latsko, 6219 Harmon Green Ave., Byron Township, has been living in the area since November 2016 and appreciates the neighbors that he has. He appreciates the developer's various responses to Steering Committee recommendations. He believed when he moved in that the surrounding area would not be changed in this manner and said that the area is already getting busier and busier. Driving on Wilson is impossible as it is.

Lauren Garcia, 6298 Harmon Green, Byron Township, has lived at her residence for over a year and she loves her community. She understands that Wyoming will be developed, but she thinks that future developments should be respectful to those who already live in the area, such as the farmer that has lived in the house next door to hers for 50 years. This is not a walkable community, but instead it's a massive apartment complex. The development will look much bigger when it's completed than it appears on the plans.

PUBLIC HEARING

AGENDA ITEM # 1

Request for a special use approval for a truck repair facility located at 1398 60th St SW (Section 02 Byron Center) (CBW 6010, LLC). Includes site plan approval.

Hofert shared the Development Review Team's recommendation that Planning Commission grant Site Plan Approval for construction of the proposed industrial buildings located at 6192 Valduga Drive SW, subject to conditions 1-10.

DeLange asked if there was a representative from the developer on the line.

Steve Witte, an engineer with Nederveld, 217 Grandville Ave SW STE 302, representing Vision Real Estate, noted that Hofert had done a great job of presenting the proposal. Developer has no issue with any of the recommended conditions to approval and is open for questions.

A motion was entered by Hegyi, supported by Hall, to grant Site Plan approval for construction of the proposed industrial buildings located at 6192 Valduga Drive SW, subject to conditions 1-10.

DeLange asked for comment and discussion from the Commissioners.

Hall asked if there were any problems anticipated with the wetlands located on the east property line.

Witte replied that he had modified the site plan to accommodate the wetlands, and that the originally planned drive along the east side of both buildings has been removed to avoid the wetlands.

DeLange stated that Conditions 1-3 could have been addressed prior to the meeting.

A vote on the motion passed unanimously.

OLD BUSINESS

AGENDA ITEM # 3

Request for Rezone from B-2 and RO-1 to PUD-4 at 4022, 4075, and 4111 64th Street SW (Section 06 Byron Center) (Wilson Land Company, LLC).

Hofert presented on the proposed PUD-4 preliminary plan. The site is 62.93 acres and includes 14.00 acres of defined common open space. The property is surrounded by Byron Township properties on three sides. The site is currently zoned as B-2 and RO-1.

Hofert stated that the project, "Wilson Crossings," is proposed to be a new mixed-use neighborhood that includes a diversity of uses including residential and commercial uses designated by "zones." The residential portion of the project is proposed to include a variety of housing types including low density zones (e.g. duplexes and townhomes); medium

density zones (e.g. 3-4 story apartment buildings); and an independent, age-restricted living zone. The commercial portion, or zone, of the development will include office, service and retail uses. The project will be developed as a site condominium. The proposed PUD also includes Street Standards and Sign Standards.

The project was first presented to Planning Commission and City Council earlier this year. Planning Commission had recommended the plan not be supported. City Council referred the plan back to the Planning Commission for further review and asked the developer to meet with the neighboring Byron Township residents and discuss their concerns, namely those related to the tree buffer on the western edge of the property.

Since that time, the developer has met with the neighboring Byron Township residents on multiple occasions to revise the natural buffer on the west edge of the PUD's property. The latest submittal from the developer includes a proposed 100' natural buffer between the low density residential in Wilson Crossings and the low density residential found in the Byron Township neighborhood.

Hofert stated that the PUD-4 approval process is multi layered, with distinct stages. The process begins with a pre-meeting which allows city staff to have an initial conversation and provide relevant information to the applicant. The next step is Preliminary PUD review by the Planning Commission and City Council. During this phase the developer submits an application, conceptual plan and project narrative. Following Preliminary PUD approval, a project returns to Planning Commission for Final PUD review and approval. Projects with multiple phases are required to come back before Planning Commission for approval at each phase. Hofert stated that Wilson Crossings is currently requesting Preliminary review and approval and has submitted all required documentation for this phase of the process.

Hofert explained that there are three main areas that are reviewed as part of this process. They include an examination of the "Qualifying Conditions" stated in the PUD-4 ordinance and review of the Conceptual Plan and Project Narrative.

Hofert next outlined the following Qualifying Conditions:

- (a) Location- The proposed site meets the location requirements.
- (b) PUD Purpose- The project achieves more than three of the required purposes listed in Section 90-416C. The project will create a mixed-use neighborhood that could not be created under a traditional singular zoning district. For example, Wilson Crossings will protect vast natural assets, provide varied missing middle housing, utilize land in an efficient manner, and provide housing, employment, and shopping needs well suited to the needs of Wyoming's residents.
- (c) Size- The project site is 62.93 acres and meets the minimum size requirement.

- (d) Residential Density- The proposed density is 9.7 dwelling units/acre on 54.70 acres (including wetland). Per Table 90-420C(2) Permitted Maximum Density by PUD Size, the maximum permitted density without a density bonus for PUD's ranging from 35.1 – 100 acres is 15 dwelling units /acre. The proposed density falls within the permitted density range.
- (e) Housing Variety- The project will include a variety of housing types including townhomes, duplexes, 4-plexes, and apartments. The mix of housing meets the PUD requirement to provide varied housing within the new development.
- (f) Utilities- The PUD will be served by public water and sanitary sewer facilities. The development works within the existing system.
- (g) Ownership and Control- This condition has been met. The owner of all parcels is Wilson Land Company LLC.
- (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 resources – The project includes preservation and protection of an existing wetland and natural area. Additionally, the developer will maintain a minimum 100' foot natural buffer on the western edge of the PUD adjacent to the Byron Township neighborhood.
 - (ii) A complementary mix of land uses or housing types within the PUD – The project is mixed-use, permitting for a variety of housing, including townhomes, duplexes, apartments as well as complementary retail, office, and service uses.
 - (iii) Preservation of common open space beyond the minimum requirement –The project exceeds the minimum 20% requirement. Open Space includes open park space in the central core of the development, as well as significant investment in the addition of trail infrastructure though the preserved wetlands in the northern portion of the site. This PUD-4 provides 14.0 acres of open space (only 11.76 acres is required).
 - (iv) Connectivity of open space – Wilson Crossings includes 6 “local” areas of common space, all connected through pedestrian and vehicular corridors. There is also a proposed walking path around and through the preserved wetlands.

Hofert highlighted that the project includes a “Central Park” feature that is 160 feet by 700 feet. For reference, Hofert stated that a standard football field is 160 feet by 300 feet. The developer is proposing a communal neighborhood park that is more than two football fields in size.

Hofert stated that the project meets the Qualifying Conditions as outlined in the Wyoming Zoning Ordinance.

Hofert next presented to the Commission highlights of the Conceptual Plan and Project Narrative. She introduced the six zones that make up the PUD and described the setbacks contained in the proposal. The developer has agreed to provide a 100’ buffer on the west property edge adjacent to the Byron Township Hidden Ridge neighborhood. Additionally, the developer has committed to a 30’ buffer and 100’ building setback on the western edge of the Independent Living zone. The developer has also revised this submittal to include side and front-loaded garages as opposed to the rear loaded garages shown in the original proposal. The shift in the building orientation as well as proposed fencing will help prevent headlights from shining into the 100’ natural buffer.

Hofert shared that the PUD contains Street Standards. She shared conceptual renderings and photos of designs the developer intends to pursue.

Hofert stated that the City would require a traffic study to be done prior to subsequent approvals of the site. The previous establishment of The Reserve, as well as studies performed at the time of the M-6 development, had demonstrated that Wilson was able to handle much more traffic than it currently does. Hofert stated that the City Engineering Department staff is confident that what is being proposed can be accommodated at this time in terms of traffic.

Hofert shared the following staff comments:

- (A) Parking – The PUD-4 requires a minimum of 1.3 parking spaces per unit and a maximum of 1.5 parking spaces per unit. The proposed project will not exceed the parking maximum cumulatively across the site. However, each zone is proposed to have a slightly different make-up of parking as follows:
- a. Low Density: 2.0 spaces per unit
 - b. Medium Density: 1.25 spaces per unit
 - c. Mixed-Use: 1.25 spaces per unit
 - d. Independent Living: 1.0 space per unit

At a maximum buildout, the development will provide 728 spaces, an average of 1.37 spaces per unit. Staff is supportive of the parking modifications and recommends that they be adopted as part of the proposed PUD.

- (B) Modifications to minimum requirements – The developer requests the following modifications which can be recommended by Planning Commission and granted by City Council:

- a. Front yard setbacks are noted on the Street Standards (page 8) of the PUD document and described in the Proposed Zone Sections on page 4. To achieve new urbanist principals, buildings in the low-density residential zones will be positioned 15'-20' back from the outside of the sidewalk with porches allowed within that setback.
- b. Building footprints in rear yards will be developed as shown on the Street Standards (page 8). Rear yards for multi-family will be 20'.
- c. Request to increase permitted height to allow 5 story hotels in the General Business Zone and 3 and 4 story buildings in the Medium Density and Independent Living residential zones.

Staff is supportive of all the developer's modification requests.

- (C) Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)
The City's 2019 AI and HNA identified a need for missing middle housing (including townhomes, duplexes, fourplexes) and apartments in Wyoming. This proposed development will contribute 532 housing units to meeting this need.
- (D) Location and access to M-6- This project is suitably located directly adjacent to the Wilson and M-6 entrance. Residents of this new neighborhood will have convenient access to M-6 connecting them to the larger metropolitan area.

Hofert shared an area map demonstrating access to the property.

Hofert displayed a map that demonstrated the compatibility of this project with the surrounding zoning and future land uses. Byron Township's future land use plan calls for mixed use and commercial uses surrounding this site and the M-6 interchange in the future.

Based on the mix of uses being proposed, M-6 highway proximity, and Bryon Township future land use plans, staff finds the proposed Wilson Crossings PUD site to be well located and compatible with the surrounding area.

Hofert outline the following recommended conditions to approval:

- 1.) The conceptual plan, building elevations, project narrative, and Third Amendment to Master Deed of Wilson Crossings shall be accepted as part of approved PUD-4.
- 2.) All proposed streets shall be private.

Hofert outlined the project's conformance with the City of Wyoming's Sustainability Principles:

Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

The proposed neighborhood will supply missing middle homes to the Wyoming housing market helping to ensure a diverse housing stock in the community.

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 conditions 1-2.

DeLange asked for comments from the developer.

Jim Reminga, Rockford Construction, introduced himself and said that he also had Keith Walker, the property owner, with him on the call.

Reminga shared his screen in order to illustrate the existing zoning of the surrounding areas. He said that the overall context of the site was that if you combine Byron Township's Master Plan and the City of Wyoming's Master Plan and current zoning, they are both consistent in that this interchange is going to be a site for intense future development. The way the Master Plan is written now, the proposal is in line with what the expectation for the area was. He shared similar developments in the metro Grand Rapids area. Overall, the area is not developed yet so it looks more rural than it is intended to be. He believes Hidden Ridge is a fine development and recognizes that they were the first development there.

Reminga shared that the planned residential would be cottage-style buildings with a large natural buffer separating Wilson Crossing's residential from Hidden Ridge. He had heard the concerns from the Hidden Ridge Steering Committee and made several revisions to this plan in order to alleviate some of their concerns. These revisions included the addition of a 100' natural buffer on the western edge. He shared that currently, many of the uses being proposed along Wilson Avenue are currently permitted with the B-2 zoning.

Reminga also shared a map which demonstrated how the property could be developed under its current commercial designation. One example he provided was a to scale image which inserted the Meijer on Clyde Park onto the site. He stated that he felt this was a good project for Wyoming and that it was compatible with the surrounding area. He felt that the residential component and natural tree buffer is more sympathetic to the Byron Township neighbors than a commercial development would be. He also felt that they had worked well with the Byron Township residents and was happy to hear many of them positively acknowledge the concessions they have offered.

As a continued nod to the collaborative nature of this project, Reminga shared that the developer would accept the limit of 3 stories for all apartment buildings if 35 feet can be

understood as representing a 3-story building. He stated that the developer was not able to satisfy all the Byron Township resident's concerns, but they have appreciated working with them and their neighborhood Committee.

A motion to approve the proposed PUD-4 rezoning request and recommend the same to the City Council subject to conditions 1-2 was entered by Hall, and supported by Arnoys.

DeLange asked for comments and discussion from the Commissioners.

Weller stated that he was against the rezoning and that the panhandle area needs the zoning to remain the same. He feels that the interchange should stay the same. The proposed development is very high density, making the project undesirable for the area. Further, he stated that the neighbors do understand that the current zoning of the property make it possible that a commercial area could be built there. One of his concerns is the addition of 750 cars in area. He proposed that perhaps an area behind any businesses that are built on the property could be used for condos.

Micele asked what the monthly cost to families would be in this development. Reminga replied that monthly pricing has not been worked out yet. Another market study will have to be completed to determine the price points for the housing.

Micele asked what Reminga thought the occupancy rate would be in 2023-2024. Reminga replied that an initial market study determined that there was the demand for this number of units in the area. It's a unique parcel in terms of access to a highway. He also cited the city's reports which also indicated a need for this type of housing.

Arnoys stated that he would like the limit of 3 stories for all buildings added to the conditions of the proposal. He understands that there will be a traffic study done on the project at a later date, and wonders about the possibility of the installation of a new traffic light.

Hofert replied that the part of Wilson under discussion is controlled by the Kent County Road Commission and that Wyoming would be happy to work with them and the developer at the time a study is undertaken.

Arnoys stated that the buffer along the north and south barriers of the property were smaller than the 100-foot wooded buffers on the east and west barriers and wondered if additional barrier space could be added to the north or south buffer.

Reminga noted that the plans before the Commission indicated that areas of the property that would have cars parked and in view would have fencing installed between them and the adjacent properties. The neighbors in Hidden Ridge were aware of that. Additionally, the details of the landscape buffer and final grading have not been finalized yet. He can replace trees that will be taken down in the construction process. The buffers that are in place already

far exceed what the ordinance requires. He also stated that there is a 100' building setback for the Independent Living.

Hall stated that given the concerns presented by neighbors, he was pleasantly surprised by the presentation on the project by City staff. He had heard a lot of concerns in terms of traffic and crime, but he knows that the Ravines development in Kentwood has not had this negative impact on the area. On crime specifically, he asked if Wyoming Public Safety had any concerns about an increase in crime. Hofert replied that no concerns about increased crime had been raised during the DRT's review which includes Chief Koster.

Hall asked if the concern with the increase in traffic was related to a concern for the safety of the kids in the neighborhood. Hofert replied that the City's Engineering department had been consulted, and that Wilson had been designed to be a major arterial road originally and that they had no concerns about the development.

Hall stated that given that there will be many more opportunities to review the project, he would like to see the proposal be passed. He felt that it was supported by the needs outlined in the city's AI and that it meets the requirements of the PUD-4. He also thought that the developer would not continue to pursue this project if they did not believe it would be marketable.

Chatterley stated that she's in agreement with some of the comments she's heard regarding the need to preserve forested areas when possible. She suggested the possibility of parking being added underground instead of all the parking spaces in a lot. The AI demonstrates that there is a need for this kind of housing in our community, which is difficult to balance with the desire to preserve natural features. She's concerned that the cost of the units will be determined later when the AI shows that over a third of Wyoming residents struggle with affording housing already.

Micele asked if the plan is for 532 families to be housed in the proposed development, and Hofert replied that this was the plan.

Micele asked if the 532 units could be accommodated using the 3 story building limits that had been proposed. Reminga replied that unit density at this stage in the approval process is like what you would see in a master plan or zoning ordinance. There are various housing densities planned for in different areas of the proposal. The estimation of 532 units comes from multiplying the number of acres by what is a typical density. When the plans are being finalized, if the local housing market indicates that what is needed is more townhouses, then the unit count would be less. 532 units is the max permitted, but the number may be less depending on that market study.

Micele stated that there was a need for this type of development in Wyoming, but a 3 or 4 story building here would be an eyesore. A hotel or business would be more palatable for the area. He wondered how many parking spaces a commercial project at this location would need.

DeLange expressed concern with granting a rezoning request without many details finalized. To say that building design and the rental market is all unknown makes the project seem uncertain. The current request is to approve a rezone without any design requirements. The Planning Commission does not have to approve a PUD zoning request just because it meets all the requirements. If it is approved and a site plan comes back that meets the requirement, then it must be approved. The traffic department in Kent County needs to be able to account for increase in traffic. The Planning Commission can make recommendations regarding approval, but City Council grants final decision and they can grant conditions.

DeLange stated that he was concerned about the parking as well. He felt that more parking might be needed. He is also concerned with the addition of a hotel into the PUD. He knows what the density would be including the wetland area but asked what the density would be without wetlands included. He stated that the current zoning of RO-1 and B-2 would potentially be a more viable option as it is.

Hofert answered Micele's questions about parking. In Reminga's presentation, the Meijer property had been shown transposed over the site, and the Meijer site had been approved by the Planning Commission with 1,015 parking spots. The proposed project had considerably fewer parking spots than this.

Hofert responded to Chatterley's question about preservation of forested areas. She stated that Wyoming has no ordinance that requires trees in a commercial zone district to be preserved. In fact, with the current zoning the developer could come in right now by right and remove all the trees tomorrow. Instead the developer is offering to preserve a substantial portion of the trees on the site.

In response to DeLange's questions, Hofert explained how the density calculation was performed and why the wetlands were included. She added that in terms of traffic and Wilson Avenue, extensive studies had previously been conducted with M-6's development and subsequent commercial and residential projects, and Wilson is classed as a major arterial way. She said there will likely have to be some traffic lights installed, but that the addition of a light would likely have occurred anyways as the area continued to grow and the vacant land developed commercially.

Reminga stated that the proposed hotel for the site would be capped at 3 stories as well. He agrees with the parking constraint comments and stated that the independent living and retirement housing sections would both have a much lower need for parking spaces. The B-2 zoning that is in place on the property now allows for hotels as a use and multi-family as a special use.

Hall stated that as part of the Master Plan Steering Committee, he has gotten a lot of report back that there is not a shortage of parking in City, and that this has not been a problem historically.

Hall appreciates DeLange pointing out that the Commission does not have to approve the rezone, but that economists and realtors have all shared their concerns about housing shortages especially in mixed use and multi-family units. This project will improve the ability of our neighbors to afford where they live, and the Commission has an obligation to assist all our neighbors. The project is morally worth considering, and the Commission will have more opportunity to consider the details that need to be worked out in the future.

Weller asked if the Commission wanted people to live and work in Wyoming, or if it was more desirable to live here and work elsewhere. Jobs could be created on the site as it is now.

Hegyí stated that when the plan was initially discussed, he voted against it because there were too many unknowns. He appreciates the fact that changes have been made to the plan, but he hears all the comments from the residents talking about how they did not feel enough changes were being made. He understands that there will be a traffic study and he's sure that Wilson can handle the increase in traffic, but the other adjoining streets must be considered as well. He doesn't see a need to change zoning on the property.

Chatterley asked what would be done to make sure that residents can have their comments be heard about the plan. She wants to be sure that residents feel that the Commissioners are listening to their concerns. She suggested that residents can get involved in the Master Plan or other Commissions to affect future developments around them.

The vote on the motion for PUD approval failed, with the vote count being 3 for and 4 against. Arnoys, Chatterley and Hall voted in favor. Hegyí, Micele, Weller and DeLange voted against.

Staff asked that commissioners stipulate their reasons for denial.

Hegyí voted against the motion because he was not comfortable with everything that is uncertain about the project currently.

Micele voted against the motion because there were too many unknowns in the project. He has a concern about the 3 story building heights. Additionally, he feels that more information about the cost of the housing needs to be provided and a traffic study needs to be done.

Weller voted against the motion because of the high housing unit density and because of the need for the RO-1 and B-2 zoning at that interchange.

DeLange voted against the motion because the traffic study is incomplete, and Kent County needs to weigh in on it. He is not in favor of recommending to Council and he feels there needs to be some relief on unit density and property setbacks. The PUD in and of itself might not provide enough parking. Current zoning of RO-1 and B-2 does allow for multiple family zoning and does not need to be changed.

Hofert asked the Commission if their recommendation would be for the City Council to deny the proposal. Rynbrandt stated that there needed to a separate vote taken on the matter by Commissioners.

A motion was entered by Micele, supported by Weller, to recommend that City Council deny the proposal. The motion passed 4-3 with Hegyi, Micele, Weller, and DeLange voting in favor, and Arnoys, Chatterley, and Hall voting against.

INFORMATIONAL

AGENDA ITEM # 4

Wyoming [re]imagined Master Plan update (Wyoming Planning).

Hofert gave an update on the Master Plan. There have been 8 open houses scheduled during the week of September 28th. Facebook events are posted for all of them. Staff has also set-up a comment box and summary board on the Master Plan in the rotunda of City Hall for the public to use.

Hofert shared that staff had also created a series of infographics and other types of advertisements to take to restaurants and businesses throughout the community, in order to solicit more feedback from the public.

The next Planning Commission Special Meeting will be on September 28th at 8:00 a.m. Hofert asked that Commissioners email her if there are any further questions that need to be discussed.

DeLange said he appreciates staff's efforts to get the word out about the Master Plan and encourage residents to get more involved.

Hofert reminded Commissioners that Agenda Item #3 will be going before City Council on October 5th.

DeLange asked for final comments from Commissioners.

Weller asked Hofert if she could email Commissioners the last slide of her presentation that included the dates of the open houses, and Hofert replied that she would distribute the flyers to Commissioners tomorrow.

PUBLIC COMMENT

DeLange opened the public comment period at 9:48 p.m. There was no public comment, and the public comment period was closed at 9:48 p.m.

PUD SUBMITTAL INFORMATION

Applicant:

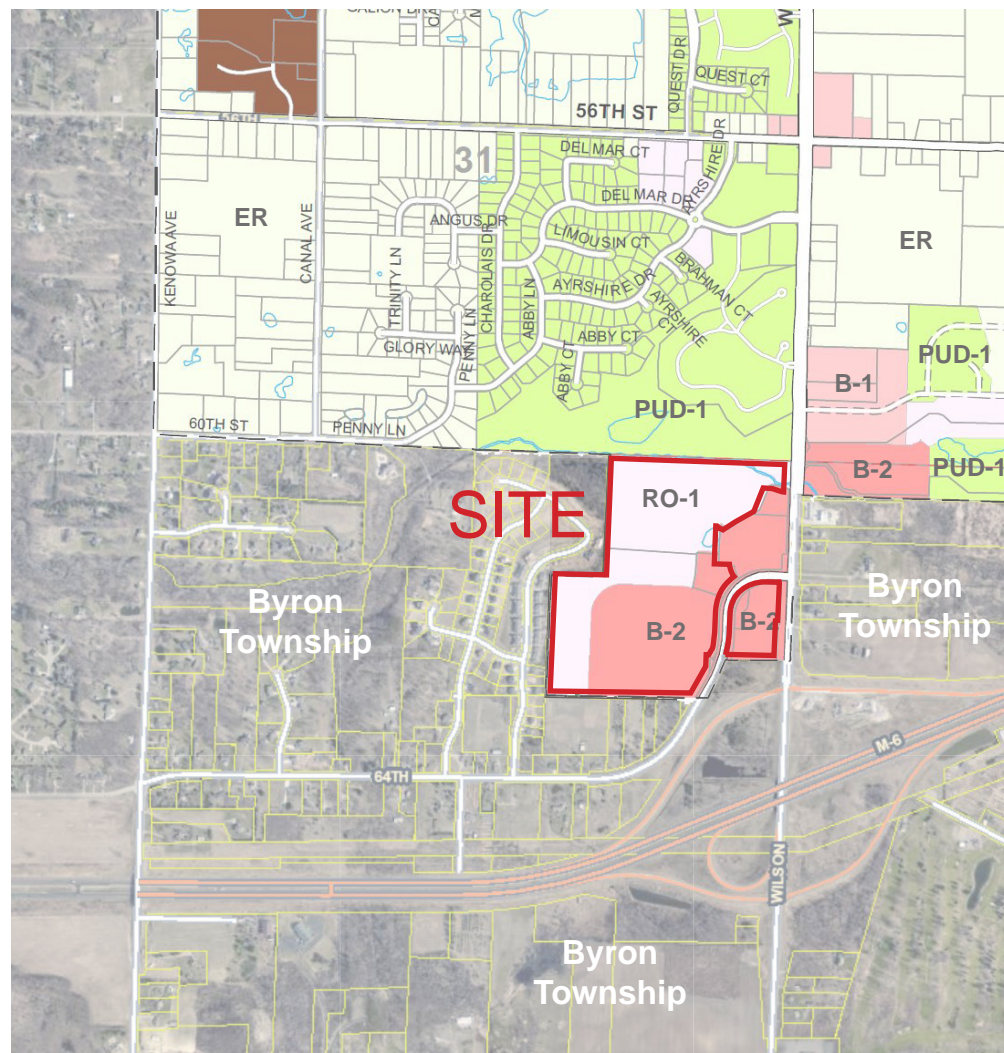
Wilson Land Company, L.L.C.
 c/o Keith P. Walker
 99 Monroe Ave., N.W.
 Suite 1100
 Grand Rapids MI 49503
 616-732-5018
 kpw@msblaw.com

Plan Prepared by:

Jim Reminga
 Rockford Construction
 601 First Street NW
 Grand Rapids, Michigan 49504
 616-446-9984 mobile
 jreminga@rockfordconstruction.com

Legal Description:

Units 3, 4 and 5, WILSON CROSSINGS, according to the Master Deed recorded in Instrument No. 20070412-0039986, as amended, First Amendment to Master Deed recorded in Instrument No. 20100303-0017989, Second Amendment to Master Deed recorded in Instrument No. 20160601-0045008, and designated as Kent County Condominium Subdivision Plan No. 874, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.



General Location & Zoning Map

Project Narrative

Wilson Crossings PUD is a very unique proposed development that utilizes the principles of New Urbanism to create a mixed-use neighborhood on a highway interchange property.

The site is buffered to the north by over 700' of natural Rush Creek wetlands. The westerly edge has an existing wooded area that is over 400' deep. Significant portions of the woods will be retained as a perimeter buffer and to enhance the common open areas. The south and east areas are exposed to Wilson Avenue and the M-6 Expressway. It's proximity to the M-6 corridor makes it an attractive option for commuters and for highway oriented businesses.

The plan has significant common open spaces, is extremely walkable, and appropriately uses buildings to define the public realm while screening parking and service areas.

Residential areas offer a wide range of building types and use low-density smaller-scale buildings as a buffer along the perimeter of the site.

Qualifying Conditions

- A. PUD is not an existing PUD-1, PUD-2 or PUD-3.
- B. This PUD achieves most, if not all, of the purposes listed in Section 90-416C.
 - A. Better project for all - Single-

purpose zoning could not create this mixed-use plan.

- B. More desirable & sustainable - desirability is typically measured by market response. We believe this plan will be desirable for the residents, but also for the City of Wyoming. Long-term sustainability as a neighborhood is enhanced by desirability.
- C. Economy & Efficiency - the plan creates compact blocks and uses higher density building types to preserve natural resources and economy and efficiency in many ways.
- D. Better housing, employment & shopping - the implementation of this PUD will be strategically market driven and custom suited for the residents.
- E. Preserves existing natural assets.
- F. Open space and amenities exceed the minimum and are located within a few-minute walk of all units.
- G. Land use in accordance with character and adaptability - the plan creatively converts a highway interchange into a neighborhood.
- H. Economical arrangement of buildings, streets, etc. - similar to item C. - same answer.
- I. Traditional segregated zoning categories simply cannot create a neighborhood like this.

PROJECT NARRATIVE

- C. The PUD is 62.93 acres, far exceeding the 3 acre minimum
- D. Proposed residential density is 9.7 dwelling units per acre average on 54.7 residential acres including the wetlands. Density is 16.1 du/ac on 33.1 residential acres net of wetlands.

Both calculations are below the maximum allowed by code.

PUD Size	Permitted Density	
	Maximum Density	Max. w/ Density Bonus
<5 Acres	20 du/ac	30 du/ac
5.1 - 35 Acres	18 du/ac	25 du/ac
35.1 - 100 Acres	15 du/ac	20 du/ac

- E. The PUD includes a wide variety of housing types providing for varying lifestyles, diversity and affordability.
- F. The PUD is served by public water and sanitary sewer facilities. Wyoming City Engineering has determined that capacity exists to serve the development.
- G. The PUD property has one owner.
- H. Recognizable Public Benefits - including 1) preservation of significant natural resources, 2) complimentary mix of land uses and housing types, 3) preservation of open space beyond minimum required 4) connectivity of open space.

CONCEPTUAL PHASING SCHEDULE

	2006	2015	2020	2021	2022	2023	2024	2025
Existing Medical Office Buildings	█							
Existing Dental Office Building		█						
Office / Service			█	█	█			
Medium Density Residential				█	█	█	█	
Low Density Residential				█	█	█	█	█
Independent Living				█	█	█		
General Business				█	█	█		

This is a conceptual estimate of phasing for the development. Actual phasing will be subject to market dynamics, economy, etc.

PROJECT NARRATIVE

Permitted Uses

The proposed PUD is a combination of residential housing types including missing-middle types, townhouses, apartments, senior independent living and includes the potential for both ownership and rental options. The PUD also has the option for ground floor retail/office uses along the entrance boulevard (subject to marketability) as well as an area for professional offices and/or community services such as day care. Finally, the 'island' between Wilson and 64th Street will be available for highway service types of uses in general conformance with the current zoning.

Development Standards

- A. Minimum Lot Size and Zoning Requirements - Lot area, width, setbacks, heights, etc. for the proposed uses are required to meet the Development Standards for the R-4 and the B-2 zoning districts (unless modified under paragraph (C) below). See Modification page for details.
- B. Project Scale - Table 90-420C(2) allows densities from 15 du/ac to 25 du/ac depending on the size of the residential area and the application of any Density Bonuses. This PUD conforms to the allowed densities.
- C. Modifications of Minimum Requirements - See Modification page.
- D. Density Bonus - The City Council may permit an increase in the residential density where it is demonstrated that:
 1. The appearance and construction will result in a development of high-quality.
 2. The PUD is within 1/4 mile of a dedicated transit route and includes a fixed transit shelter.

- This property is not near a transit route.
- 3. Amenities beyond the required open space -
 - 4. At least 3 of the following (the PUD provides 5):
 - a) Dedicated common open space in excess of the minimum
 - e) Preservation of significant natural features
 - h) Commercial and/or Office Component
 - i) missing-middle housing
 - j) at least 3 or more Public Benefits as listed in 90-417C(H). See (H) under Qualifying Conditions above for 4 benefits.

- E. Common Open Space - The proposed PUD significantly exceeds the minimum required common open space.
- F. Connectivity - The site plan is based on New Urbanist principles that feature connectivity in all forms of mobility (car, bike, pedestrian). The site plan features small blocks with continuous walkability and connectivity.
- G. Parking - Parking ratios are discussed on the modification page. Parking will be screened by buildings where possible. Townhomes may have "tuck-under" garages that are accessed for rear alleys. Multi-family buildings will hide parking in the rear that will be primarily used by residents. On-street parking will be primarily used by guests / visitors.

Intended agreements, provisions and covenants to govern the use of the development, approval of building materials/architectural styles, and open space areas to be preserved. - Amendment to Condominium Document is included in the submittal.

MODIFICATION to DEVELOPMENT STANDARDS

Parking

The ordinance requires a minimum of 1.3 parking spaces per unit and a maximum of 1.5 spaces per unit. At maximum proposed density, 1.3 spaces / unit yields 692 spaces and 1.5 yields 798 spaces.

We propose a total of 728 spaces at maximum proposed density (an average of 1.37 spaces / unit) using the following standards:

Low-Density	2.00 / unit
Medium Density	1.25 / unit
Mixed-use	1.25 / unit
Independent Living	1.00 / unit

Signage

See the Signage Plan for signage details.

Setbacks

The PUD Ordinance requires that the proposed land uses adhere to B-2 and R-4 Development Standards, unless they are modified. Those standards are in the following table.

Zoning Code Development Standards	B2 General Business	R4 Residential
Min. Lot Area	6,500 SF	43,560 SF
Min. Lot Width	65'	120'
Min. Front Yard	25'	35'
Min. Rear Yard	30'	35'
Min. Side Yard	-	20'
Min. Ground Floor	600 SF	-
Maximum Bldg. Ht	35'	35'
Maximum Coverage	40%	40%
Efficiency Unit	-	350 SF
One-Bedroom	-	600 SF
Two-Bedroom	-	800 SF
Three-Bedroom	-	1,000 SF

Wilson Crossings is a site condominium. Implementation of the PUD will be accomplished with site and/or building condominiums. 'New Urban' setbacks focus on a building's relationship to the street. Proposed front yard setbacks are noted on the Street Standards page. Side yards and the minimum distance between buildings is 20'. Perimeter

rear yards are noted on the Alley Street Standards and on the regulating plan. Multi-family rear yards are 20'. Non-residential setbacks will comply with B-2.

Building Heights

The chart below defines building heights for the different zones.

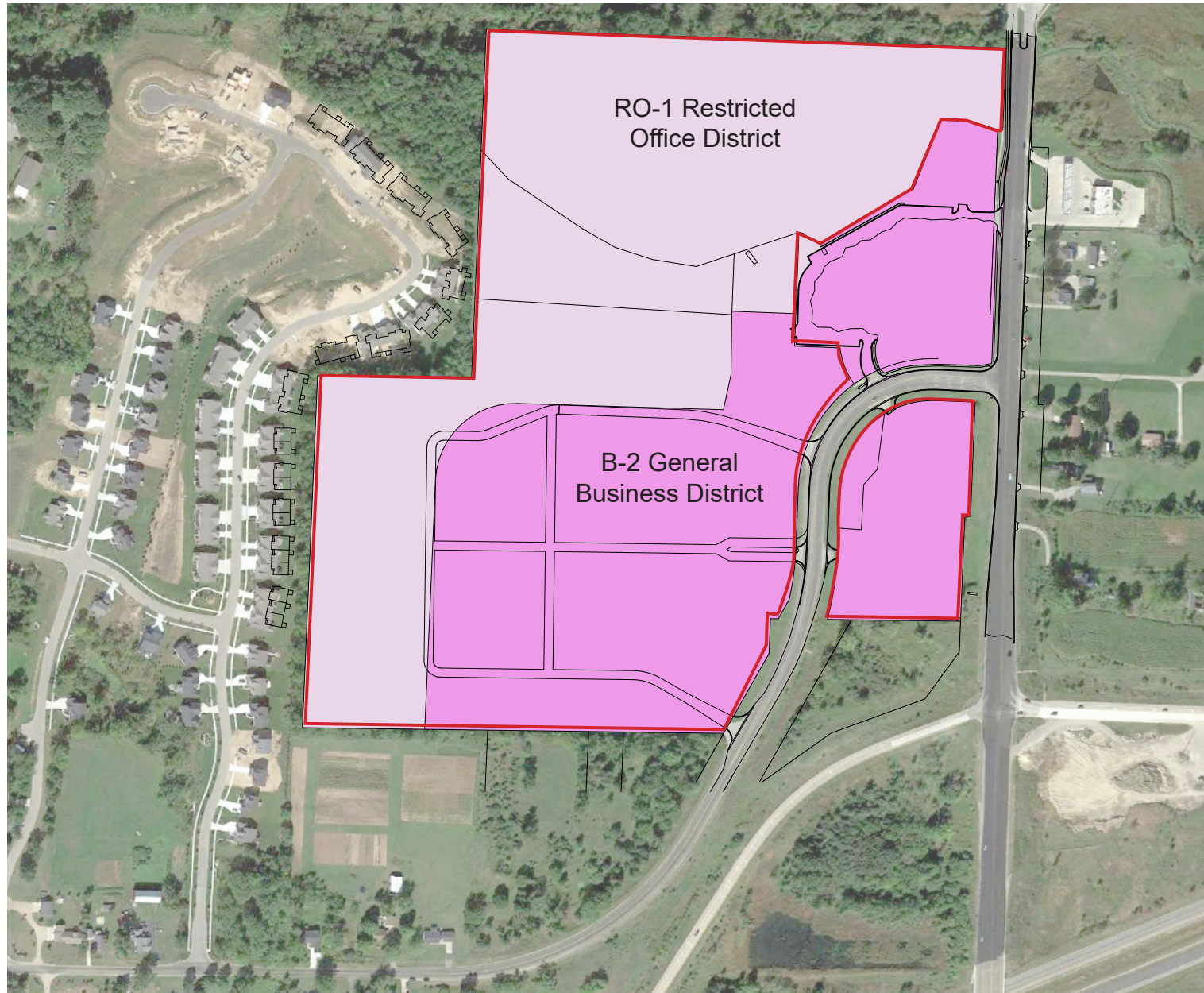
Building Sizes

Building height, width and length are critical elements from many perspectives. Multi-story buildings, for instance, create additional greenspace. Buildings located close to the street create a sense of enclosure that enhances the perception of space and walkability. Buildings are also used to screen parking and service areas from the "public realm" (streets, walks, trails, parks).

Final building designs will reflect market dynamics regarding unit types and price levels, as well as being scaled to maximize the primary task of all urban architecture and landscape design - the physical definition of streets and public spaces as places of shared use.

RESIDENTIAL DENSITY CALCULATION & DEVELOPMENT STANDARDS

Use	Approx. Acres	% of Total	Units Per Acre	Maximum Units	Maximum Building Height	Minimum Lot Area
Office / Service	3.2	5.0%	-	-	35'	6,500 SF
General Business	5.0	8.0%	-	-	35' (Hotel 5-stories)	6,500 SF
Total Non-Residential	8.3	13.0%				
Low-Density Residential	11.6	18.4%	10	116	3-Stories	Residential areas will be units within the site condominium
Medium-Density Residential	14.0	22.3%	18	252	4-Stories	
Independent Living - Age Restricted	4.0	6.4%	25	100	4-Stories	
Mixed-Use	3.5	5.6%	18	64	3-Stories	
Residential Net of Wetlands / Detention	33.1	52.6%	16.1 Average	532	(18 du/ac maximum allowed by code for 5.1-35 Acres)	
Wetland / Detention	21.6	34.3%	-	-	-	
Total Residential	54.7	87.0%	9.7 Average	532	(15 du/ac maximum allowed by code for 35.1-100 Acres)	
Grand Total	62.9	100.0%				



CURRENT ZONING

RO-1 RESTRICTED OFFICE DISTRICT

Example Permitted Uses

Office buildings, medical offices, including clinics, financial institutions.

B-2 GENERAL BUSINESS DISTRICT

Example Permitted Uses

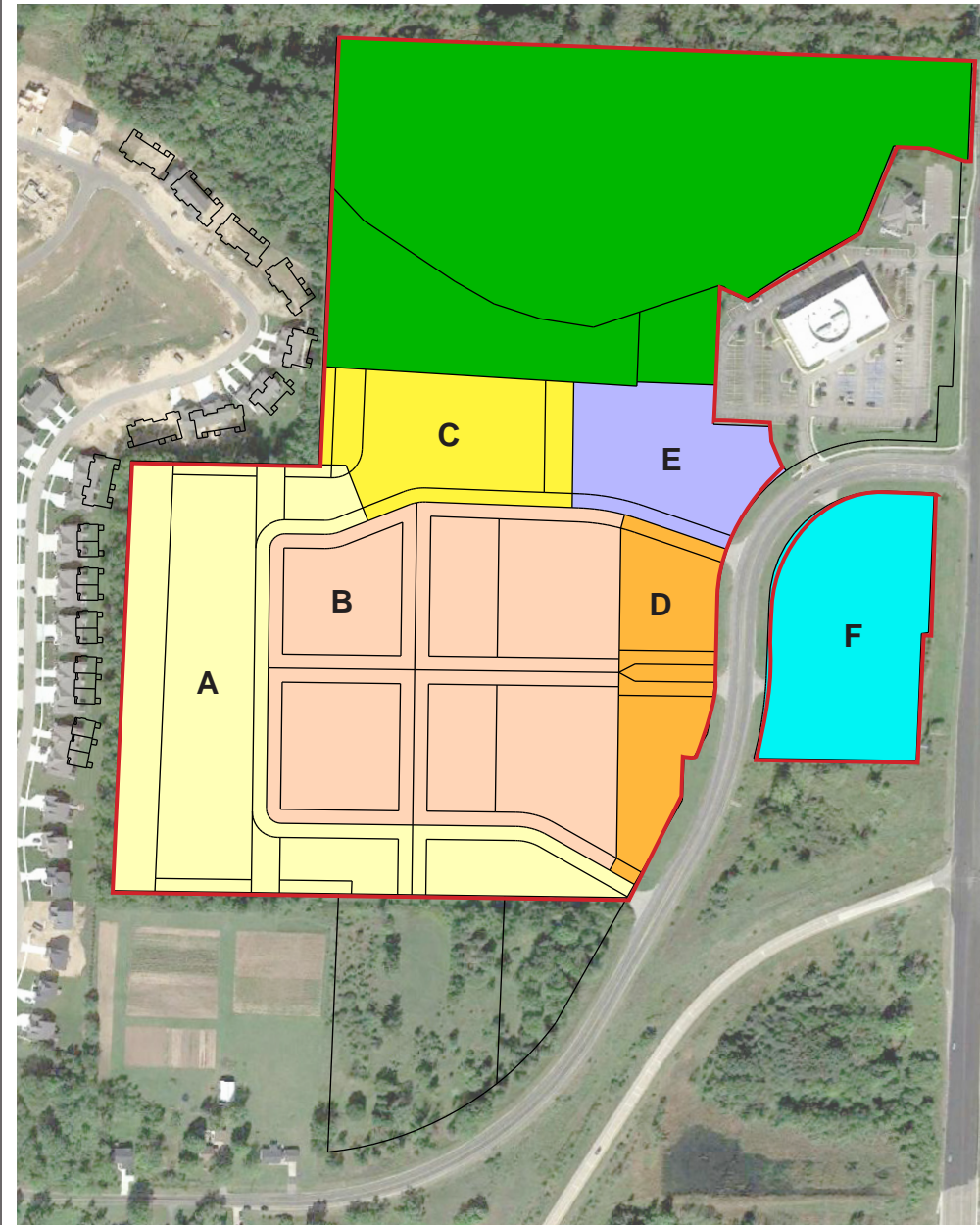
Food service, grocery, restaurant, offices, personal service, retail stores, gymnasiums, vehicle showrooms, vehicle repair, hotels, motels, funeral homes, vet hospitals, greenhouses, theater, bowling alley, dancehall, skating rink, child care facilities, athletic training facility.

Example Permitted after Special Approval Uses

Gameroom, car wash, drive through restaurants, gasoline and service stations, motor vehicles, mobile home sales, excavation equipment sales, college, cocktail lounges, nightclubs, taverns, 'adult' business, pool hall, pawnshop, secondhand sales, multiple family housing, assembly hall.

The existing B-2 zoned areas allow for an intense list of potential uses that are primarily commercial. It also allows 'multiple family' housing. This request effectively maintains the existing zoning in area F, limits area E to office and service uses, and significantly limits B, C & D to multi-family residential (D has the option of ground floor retail).

The existing RO-1 zoned area is changed from professional office use to lower density residential (townhouses).



PROPOSED ZONING

Wilson Crossings is a mixed-use neighborhood that includes multiple residential building types as well as office, service and retail uses. These uses are integrated into a New Urbanism site plan that is strategically divided into distinct zones. These zones regulate the form, scale, density, use, etc. of each area. The various zones are described below:

A Low-Density Residential

This category will be developed with lower-density housing types such as duplexes, 4-plexes, townhouses, manor houses, missing-middle types, etc. The buildings will generally be positioned 15-20' back from the outside of the sidewalk with porches

allowed within that setback. Garages, with few exceptions, are intended to be in the rear of the units and are accessed via private alleys. Maximum density is 10 dwelling units per acre.

B Medium-Density Residential

The Medium-Density category will be developed with multiple-unit residential buildings of 4 stories maximum. The buildings will be positioned to enclose the "public realm" (streets & open space) and to screen parking areas. Guests will primarily park on the street with resident parking 'hidden' behind the buildings. The maximum density is 18 dwelling units per acre.

C Independent Living - Age Restricted

Diversity of occupant and unit type is an important aspect of the PUD. As such, we would hope to attract an age-restricted development to the neighborhood. Independent living buildings often have parking inside the building and include significant amenities. Maximum proposed density is 25 dwelling units per acre with a maximum building height of 4-stories.

If the market does not support independent living within 2 years of approval, this area would have the option of other residential uses at a reduced density of 18 du/acre.

D Mixed-Use

The Mixed-Use zone allows for non-residential uses (retail/office) on the ground floor of multi-story buildings, as well as for the non-residential use of upper floors. This zone defines the main entrance boulevard with buildings that are 3-stories maximum in height. This is necessary to 'enclose' the boulevard and to create a sense of place along the entrance corridor.

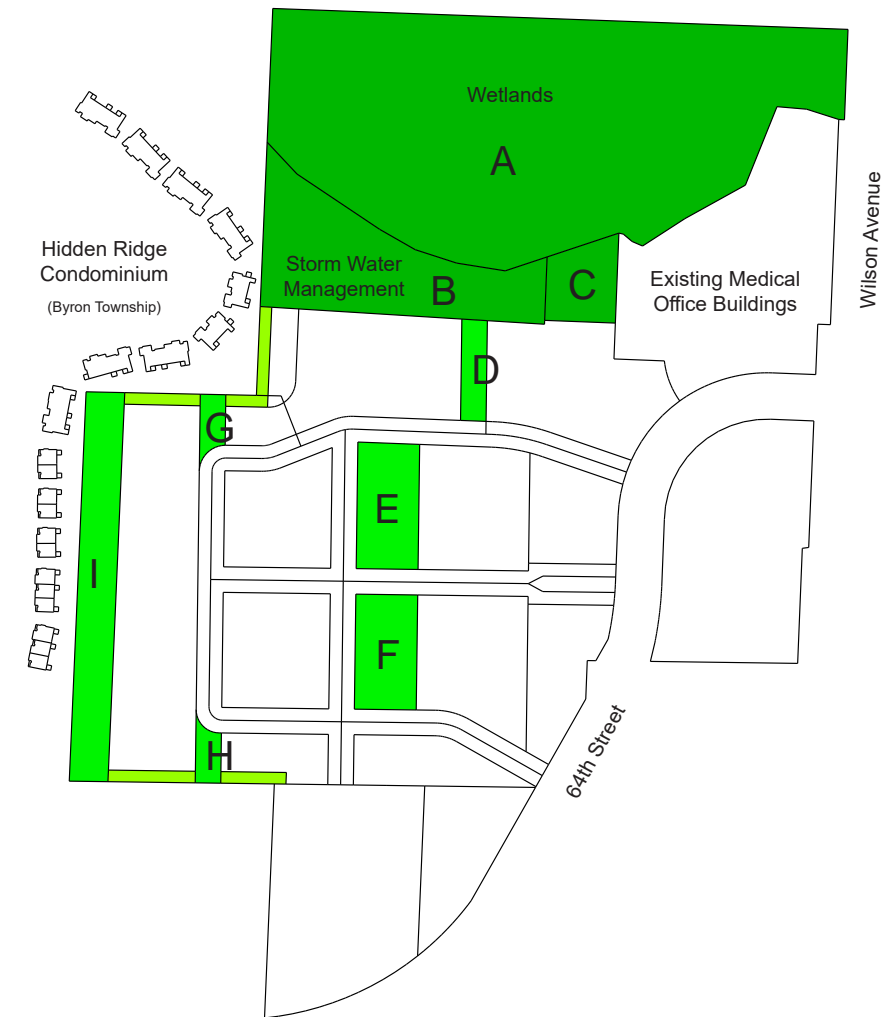
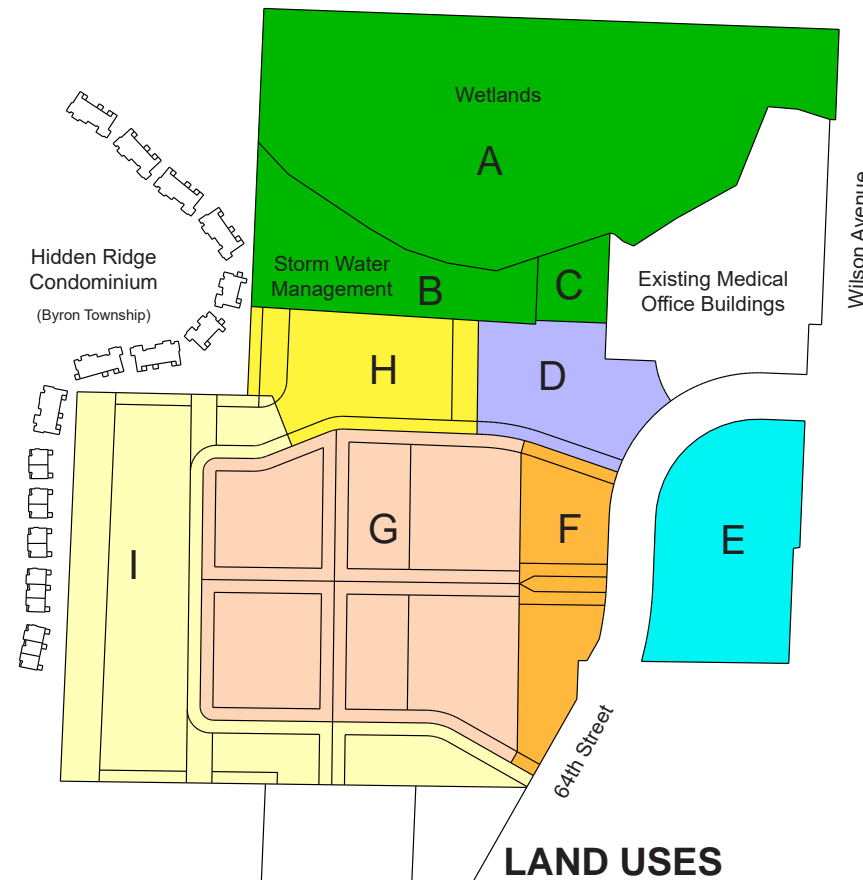
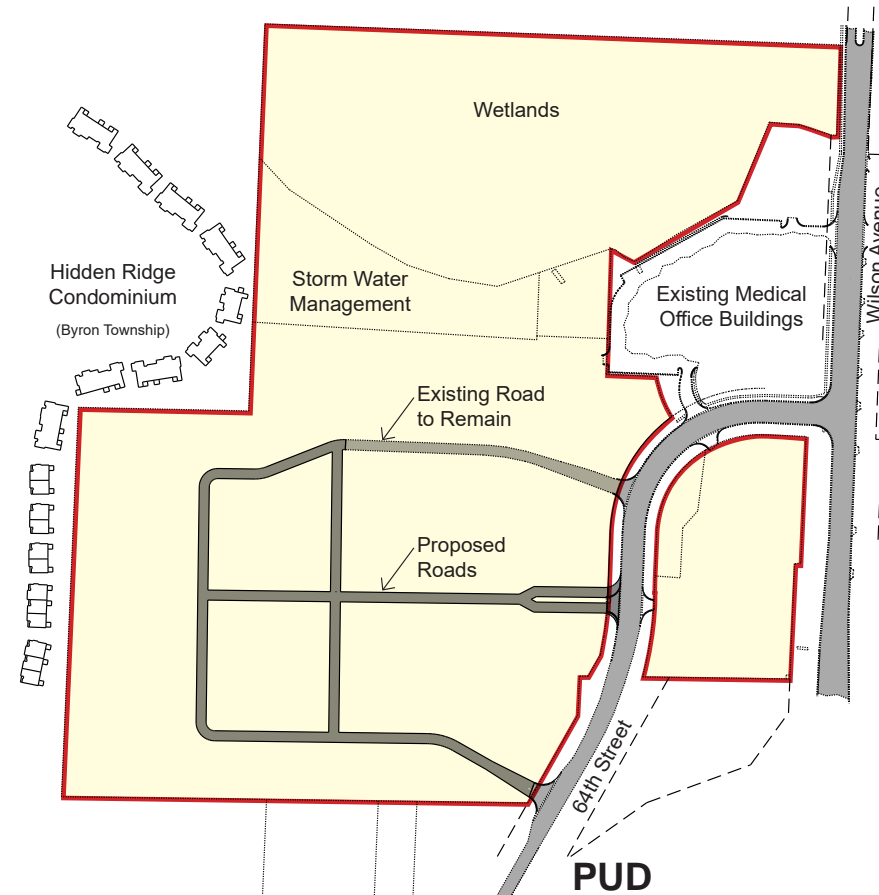
If the ground floor is residential, the individual units should be accessed directly off the public sidewalk.

E Office / Service

The Office/Service category is a transition zone located to buffer the proposed residential uses from the existing medical office buildings at the corner of Wilson Avenue & 64th Street. Maximum building height is 35', consistent with the current B-2 zoning category.

F General Business

The General Business area is located between 64th Street and Wilson Avenue. It is, therefore, physically disconnected from the larger parcel. It is logical that this land be developed to serve the highway interchange with gasoline, restaurants, hotels, etc. The list of uses in the current B-2 zoning, as well as those requiring Special Land Use review and approval, remain appropriate for this area. Maximum building height is 35' except that hotels may be approved with 5-stories maximum.



PUD

LAND USES

LAND USES / DENSITIES				
Wetland / Detention				
A	Wetland	17.0		
B	Detention	3.7		
C	Detention	0.8		
	Total	21.6 Acres		
Non-Residential				
D	Office/Service	3.2	-	-
E	General Business	5.0	-	-
	Total	8.3 Acres	-	-
Residential				
			du/ac	Maximum Units
F	Mixed-Use	3.5	18	64
G	Medium-Density	14.0	18	252
H	Independent Living	4.0	25	100
I	Low-Density	11.6	10	116
	Net Residential	33.1 Acres	16.1	532
	Total Residential (including wetlands)	54.7 Acres	9.7	532
	Total PUD	62.9 Acres		

COMMON OPEN SPACE REQUIRED			
Residential	54.7 Acres	20%	10.94 Acres
Non-Residential	8.2 Acres	10%	0.82 Acres
Total			11.76 Acres
COMMON OPEN SPACE PROVIDED			
Open Space	5.4	100%	5.43 Acres
Wetland	17.0	50%	8.52 Acres
Total Provided			14.0 Acres

COMMON OPEN SPACE	
Wetland / Detention	
A	17.0
B	3.7
C	0.8
Total	21.6 Acres
Green Space	
D	0.4
E	1.2
F	1.1
G	0.2
H	0.2
I	2.3
Total	5.4 Acres
Grand Total	27.0 Acres

Proposed density is less than the Zoning Ordinance maximum density limits.

Table 90-420C(2) Permitted Maximum Density by PUD Size		
PUD Size	Permitted Density	
	Maximum Density	Max. w/ Density Bonus
<5 Acres	20 du/ac	30 du/ac
5.1 - 35 Acres	18 du/ac	25 du/ac
35.1 - 100 Acres	15 du/ac	20 du/ac

Townhouses



Last Modified:
August 26, 2020 11:17 AM

Multiple Family

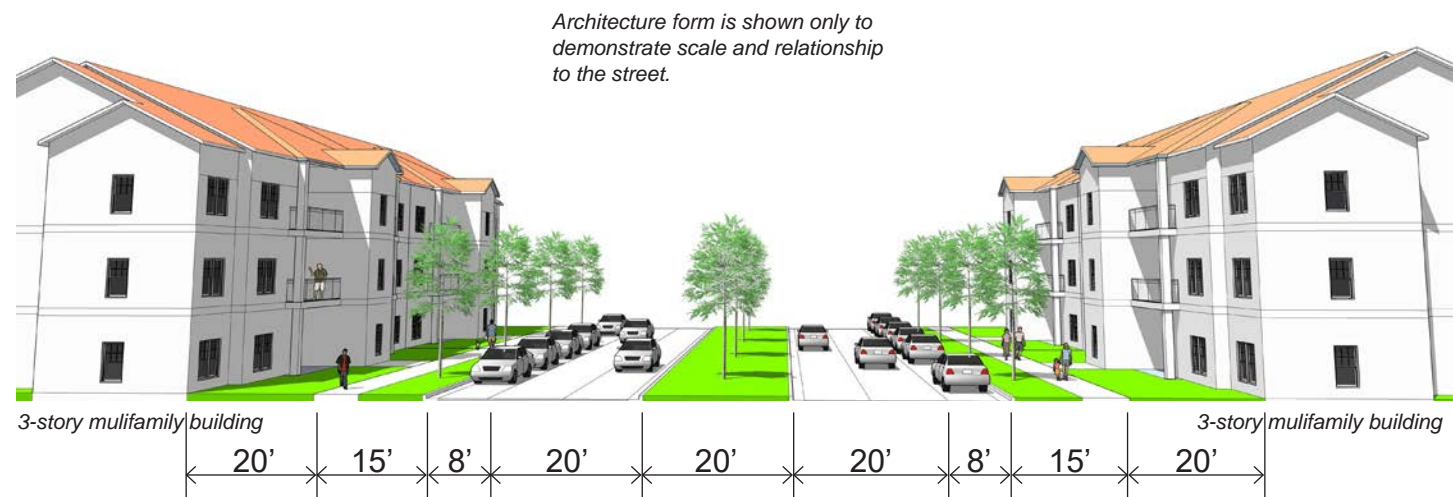


Open Spaces

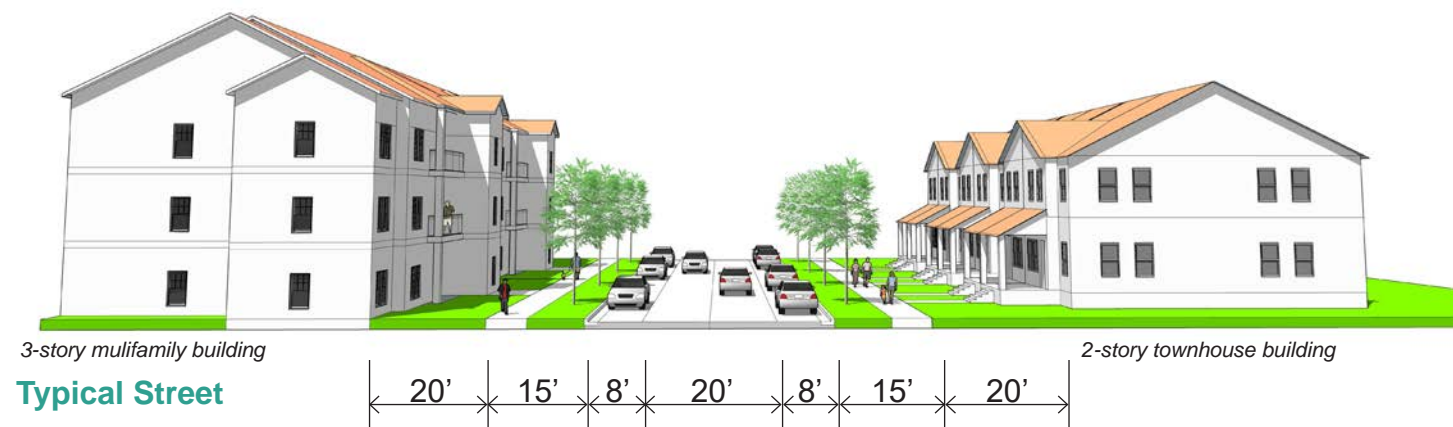


'Public' Streets

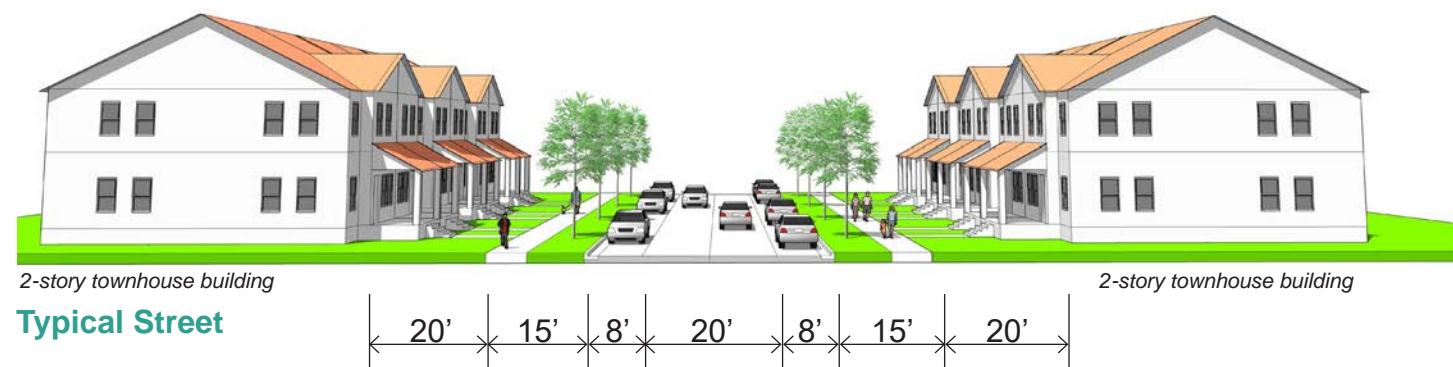
New urbanism is based on a premise that the public realm (streets, parks, etc.) is critically important to the success of any development. The buildings are used to “enclose” the public realm and to create a psychological “sense of place”. The buildings are also used to screen parking areas in the rear of the buildings. Guest parking is primarily accommodated along the streets. The main entrance into the development is proposed as a boulevard. All streets serve the needs of both the automobile and the pedestrian, creating an extremely walkable and accessible neighborhood.



Main Entrance Boulevard



Typical Street

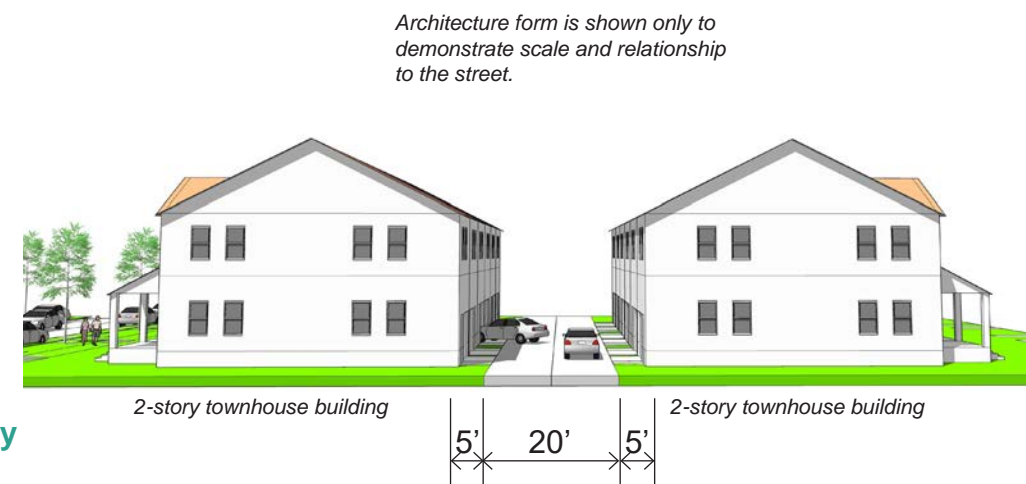


Typical Street

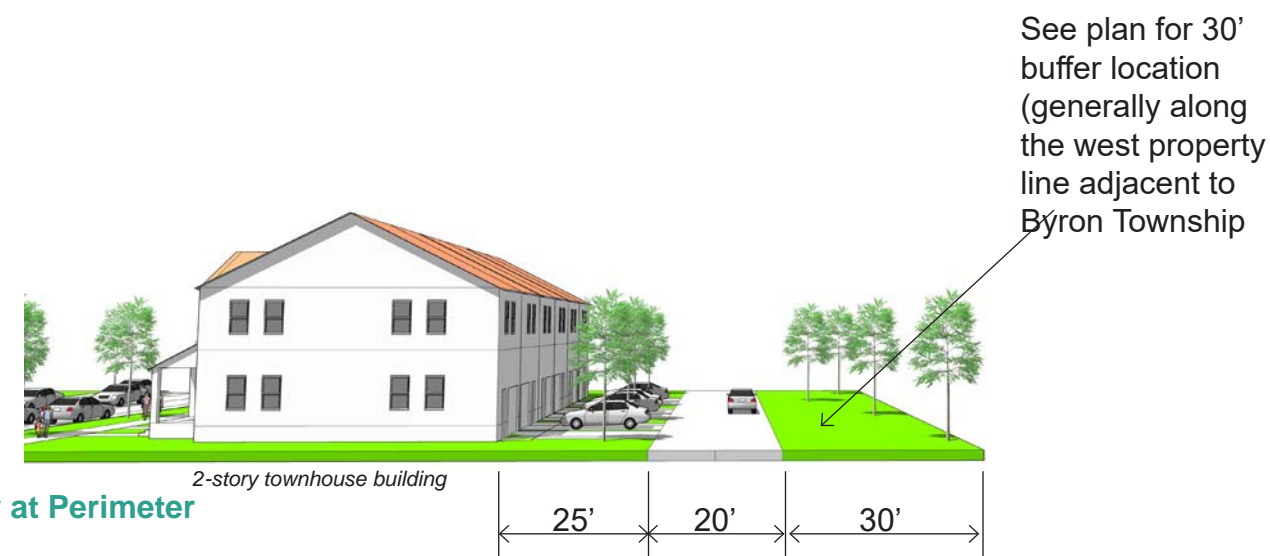
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Private Alleys

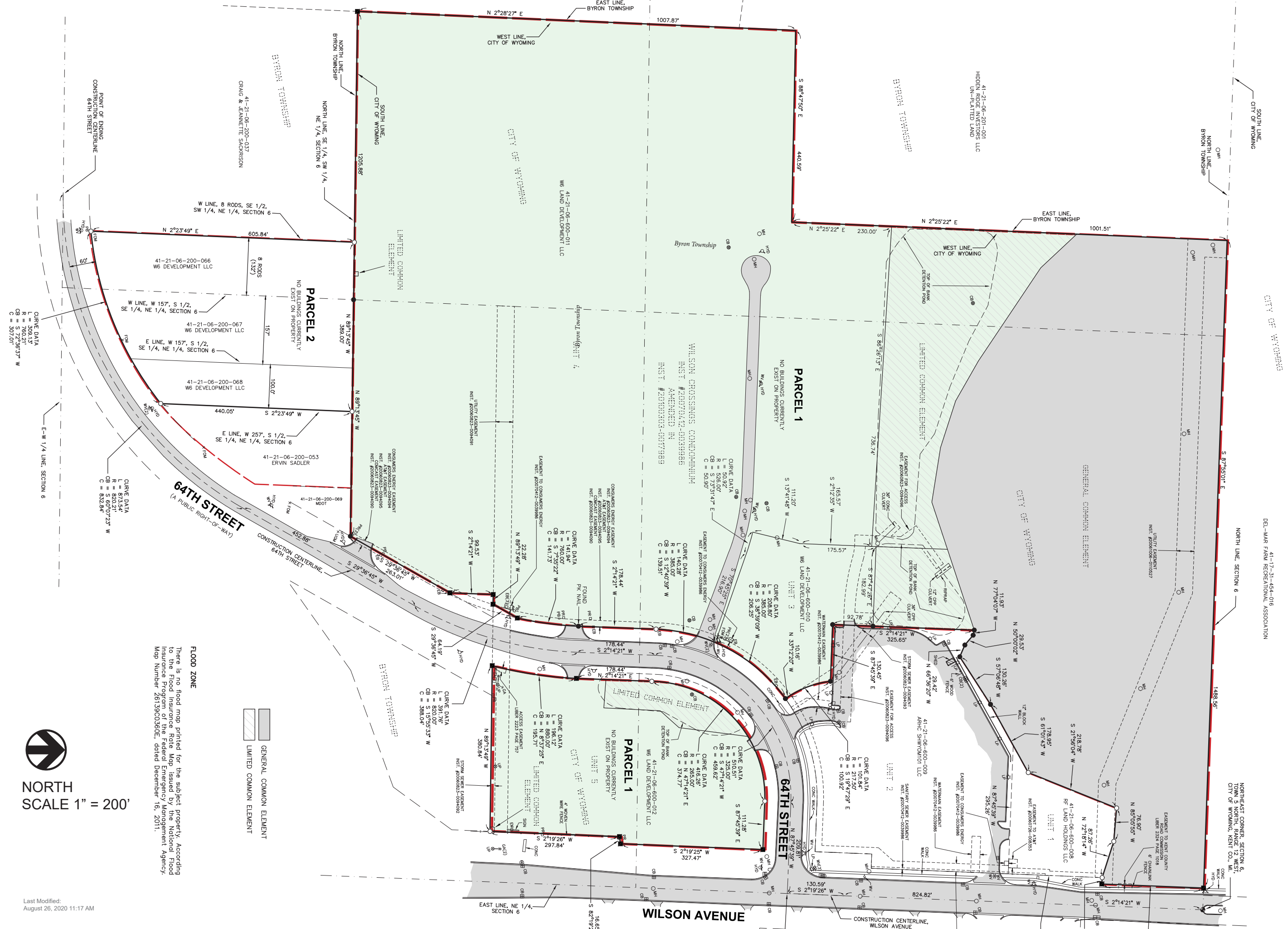
New urbanism is also based on the premise that the automobile is not the primary element of good neighborhood design. Front yards are designed for porches and primary entrances into buildings or individual living units. They represent the public realm and the semi-public transition area between public and private. The garage door is contrary to that philosophy. As such, our plan proposes to primarily accommodate the automobile in the rear of low-density residential units. Access to 'tuck-under' garages will be mostly via private alleys. Some alleys will allow for a parking space in front of the garage door, well others will only accommodate garage access. Alleys will also accommodate trash storage and pickup and, in some cases, guest and overflow parking.



Rear Alley



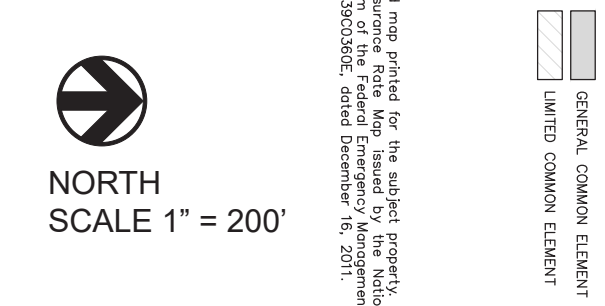
Rear Alley at Perimeter



CURVE DATA
 L = 308.13'
 R = 308.13'
 CB = S 72°36'37" W
 C = 307.01'

CURVE DATA
 L = 873.54'
 R = 820.21'
 CB = S 72°36'37" W
 C = 832.84'

FLOOD ZONE
 There is no flood map printed for the subject property. According to the Flood Insurance Rate Map issued by the National Flood Insurance Program of the Federal Emergency Management Agency, Map Number 28139C0360E, dated December 16, 2011.



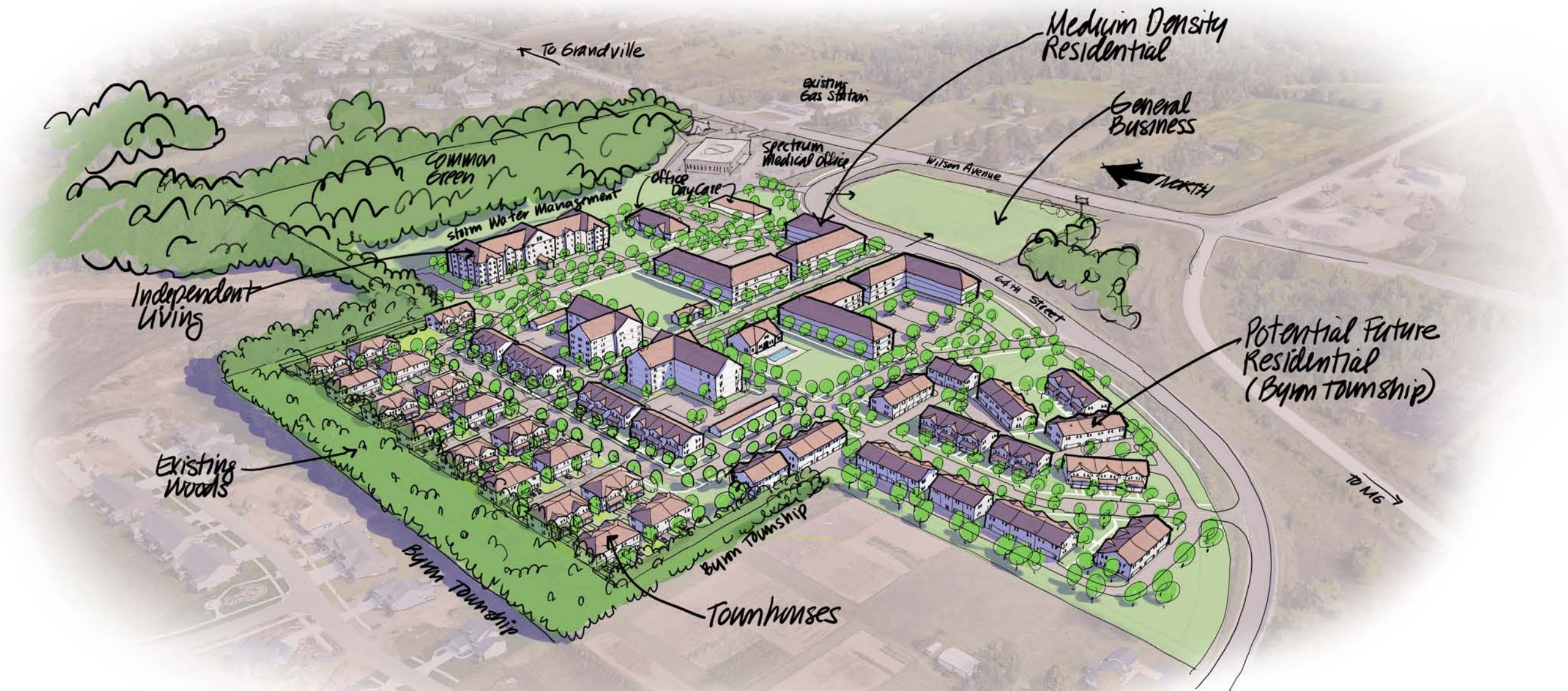
NORTH
 SCALE 1" = 200'




NORTH
SCALE 1" = 200'

These images demonstrate a logical implementation of the proposed PUD. There are likely many other possible variations that would also comply with the PUD. As phases are prepared for implementation, we will return for final PUD approvals that would include specific details.

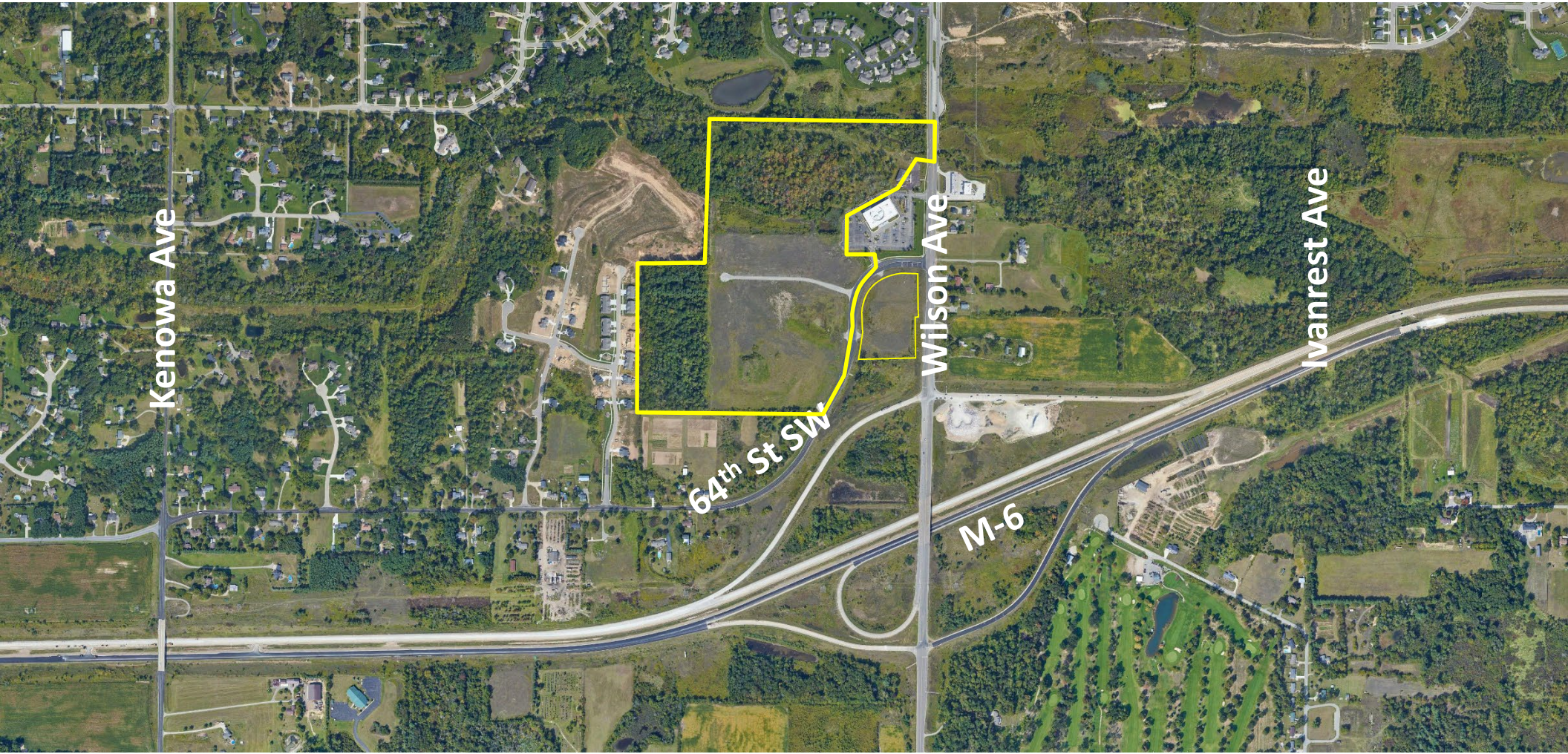
In general, these images illustrate the design philosophy of a connected, mixed-use neighborhood that includes variations in residential types along with compatible non-residential uses. Green space is distributed throughout the property and westerly development is intentionally sensitive to the existing woods.





Project Information – Wilson Crossings

- 62.93 acres
- 14.00 acres of common open space
- Mixed-Use neighborhood



Kenowa Ave

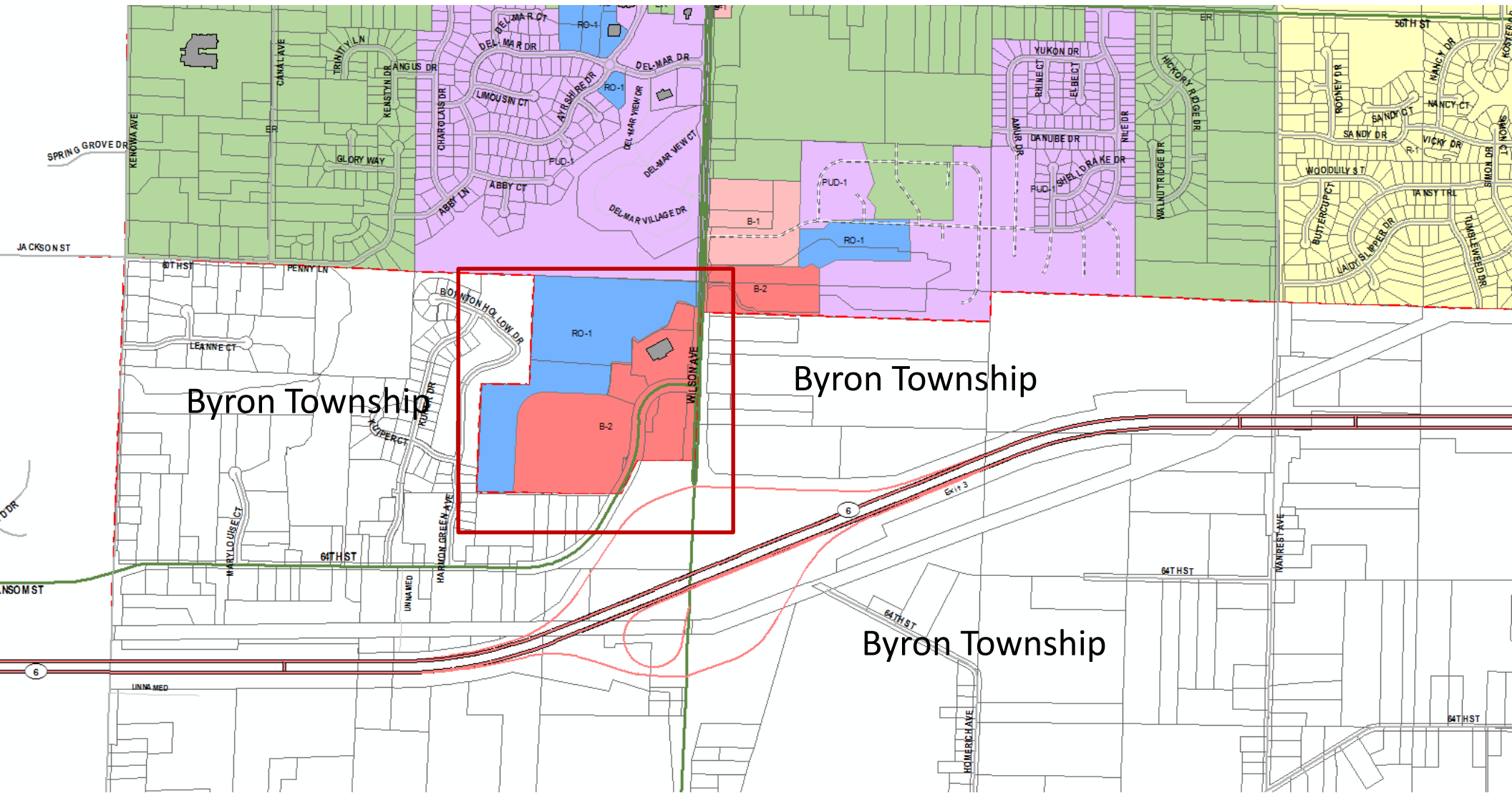
64th St SW

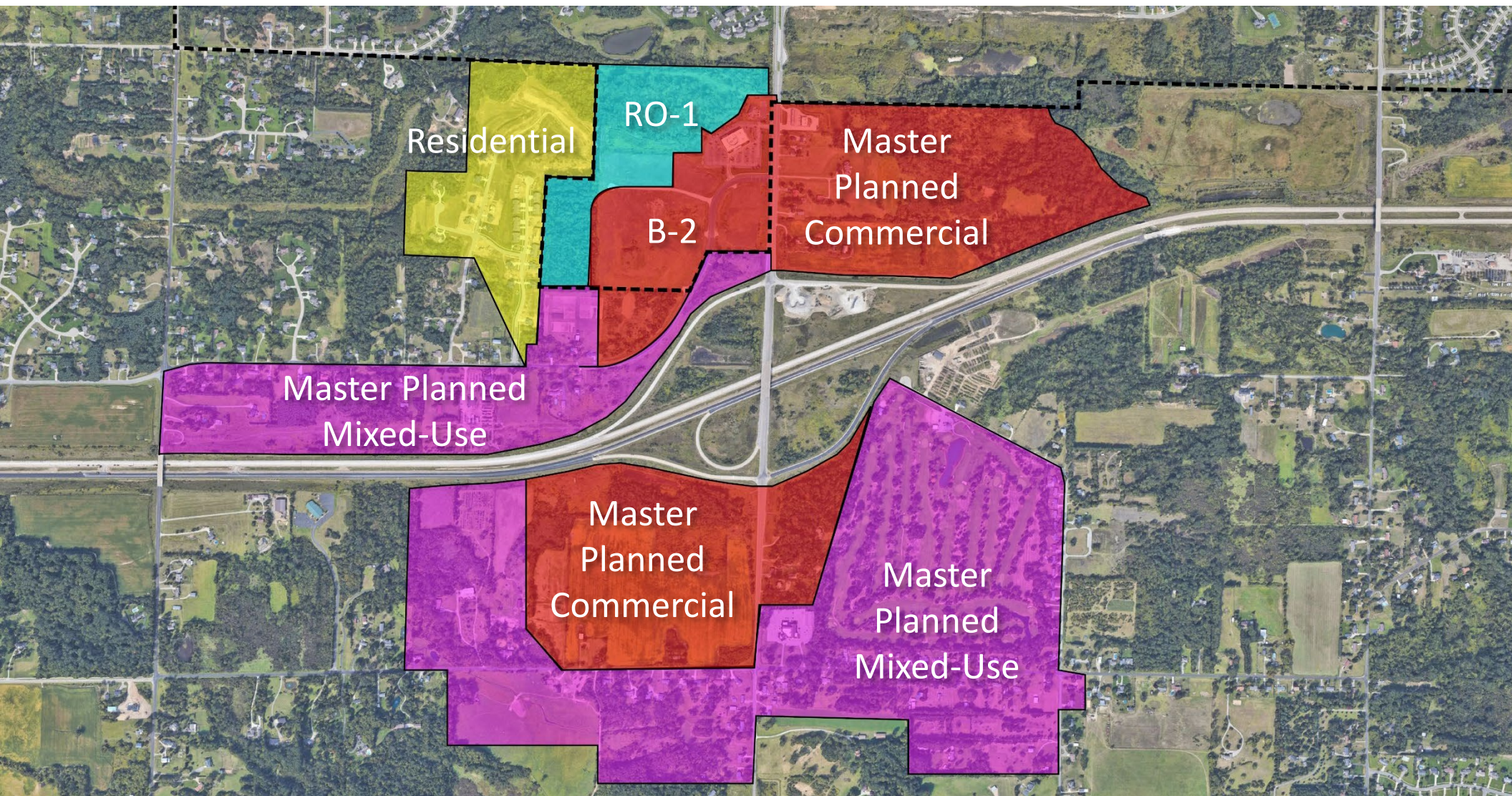
Wilson Ave

M-6

Ivanrest Ave







Residential

RO-1

Master
Planned
Commercial

B-2

Master Planned
Mixed-Use

Master
Planned
Commercial

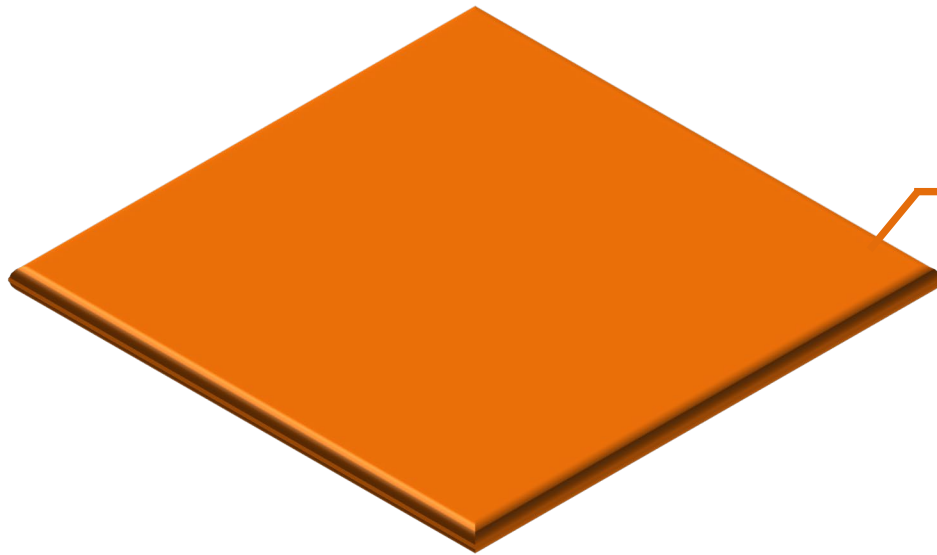
Master
Planned
Mixed-Use

History of Project and PUD Process

- Project appeared before Planning Commission in January 2020 as a Public Hearing.
 - It appeared before City Council in February 2020 and was referred back to Planning Commission.
 - Developer has met with neighbors and made concessions on site design.
- 

PUD-4 Approval Process is multi-layered

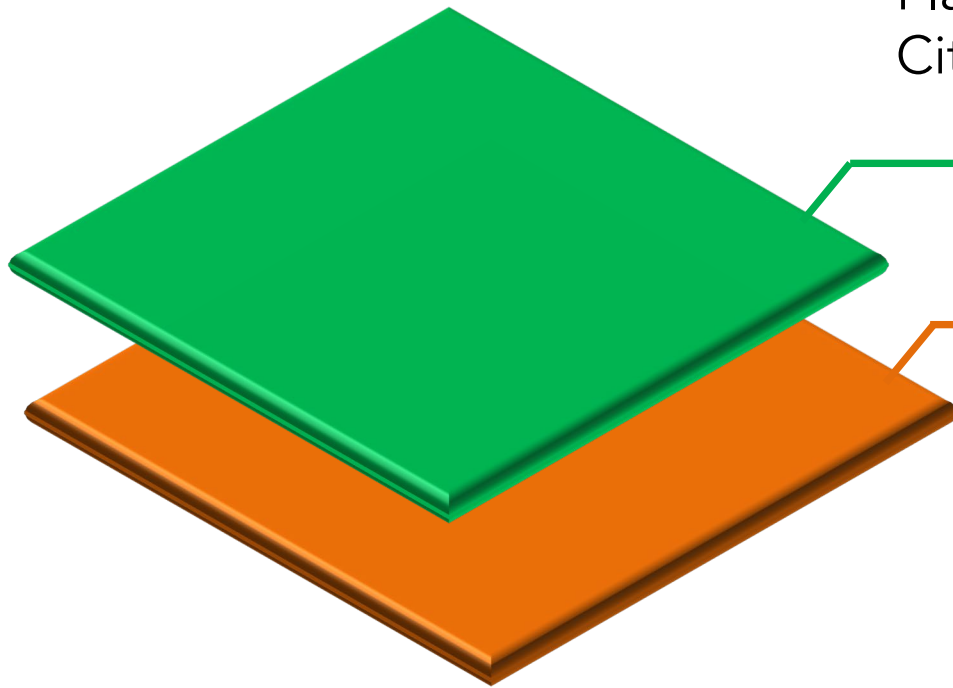
“pre-meeting purpose is to discuss proposed project and provide relevant information to the applicant”



1. pre-meeting

PUD-4 Approval Process is multi-layered

“preliminary approval consists of an application, conceptual plan, and project narrative. Review and recommendation by Planning commission to City Council.”

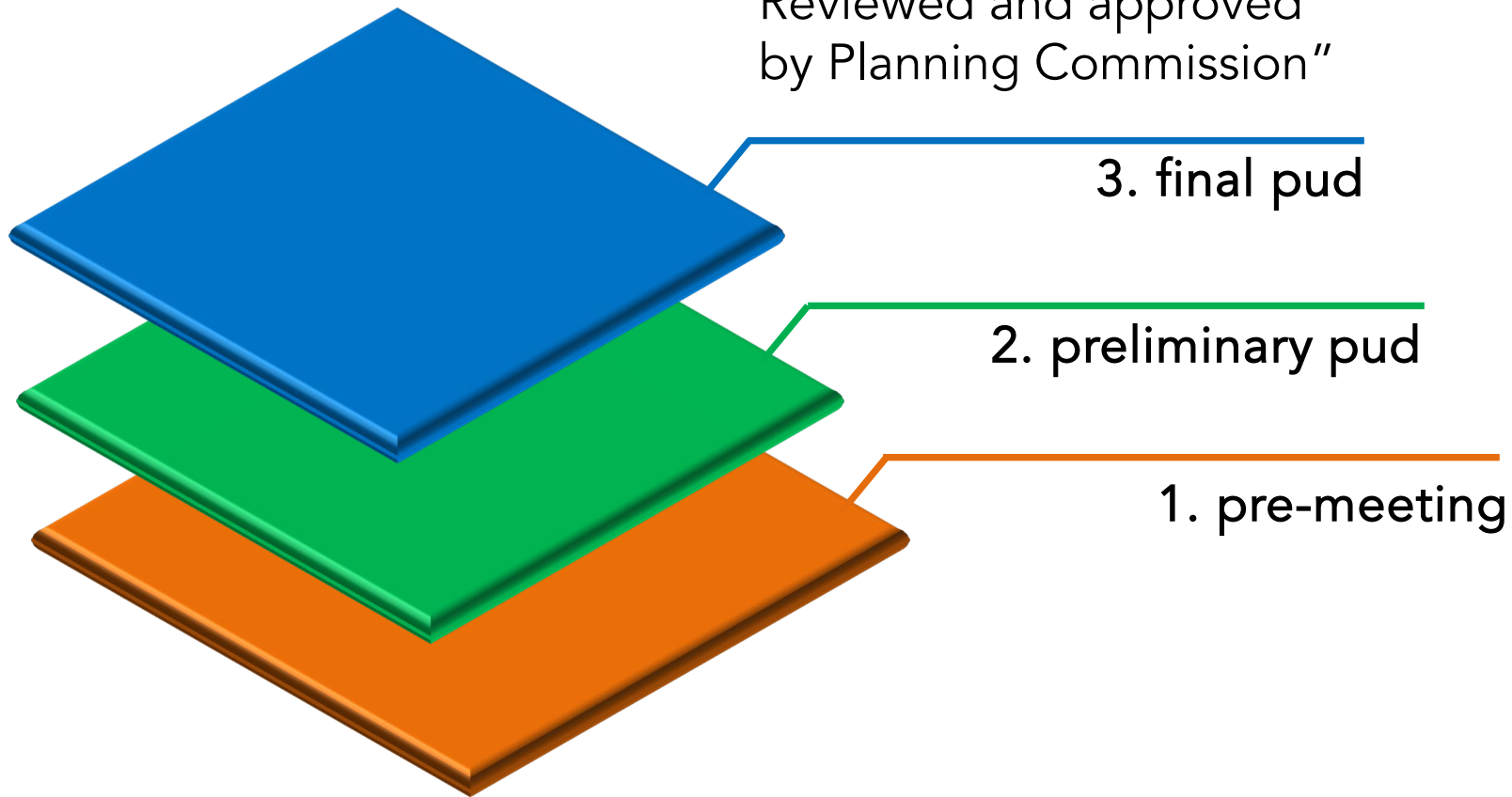


2. preliminary pud

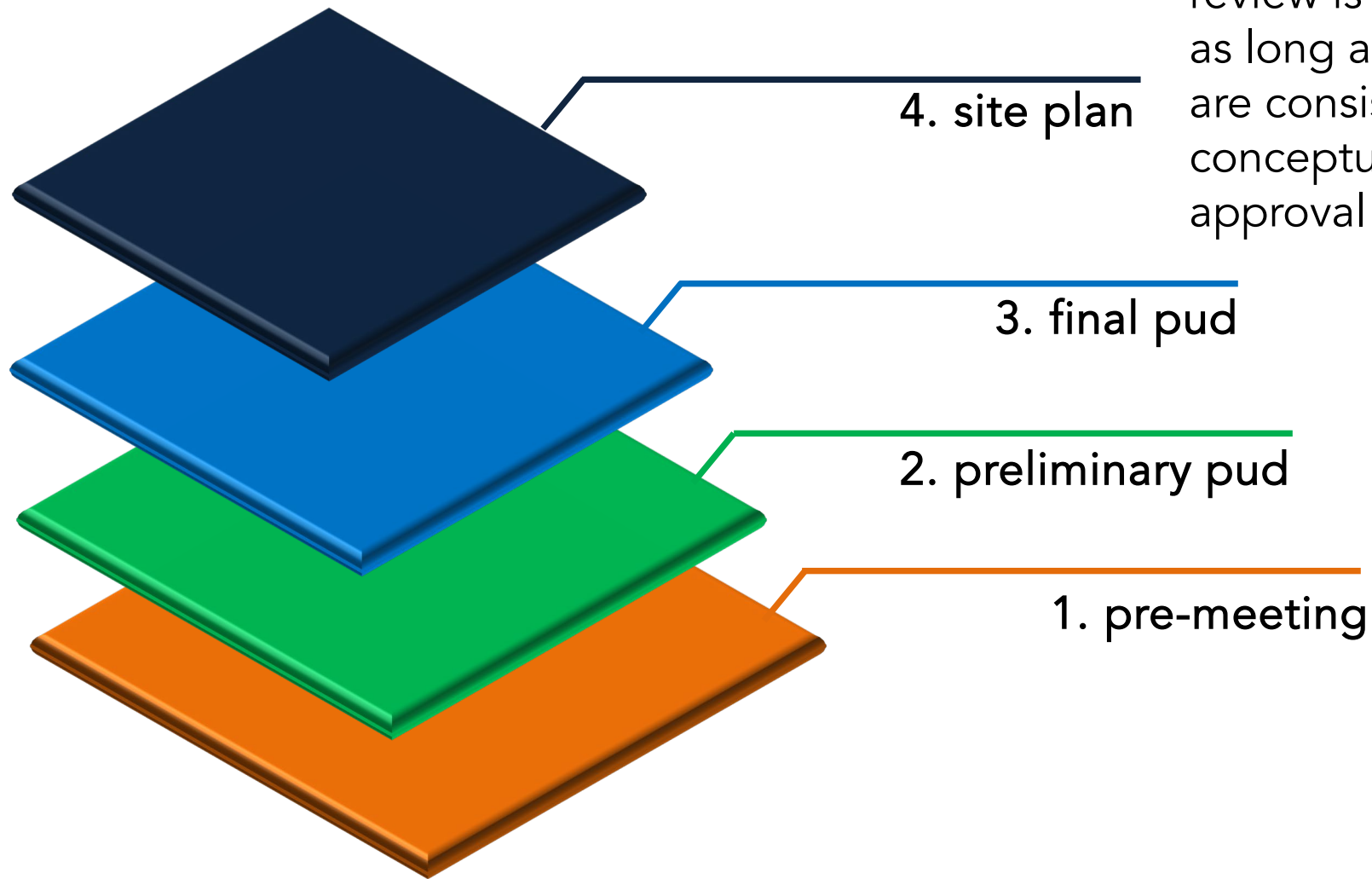
1. pre-meeting

PUD-4 Approval Process is multi-layered

"final plan submittal is substantial consistent with approved conceptual plan. Reviewed and approved by Planning Commission"

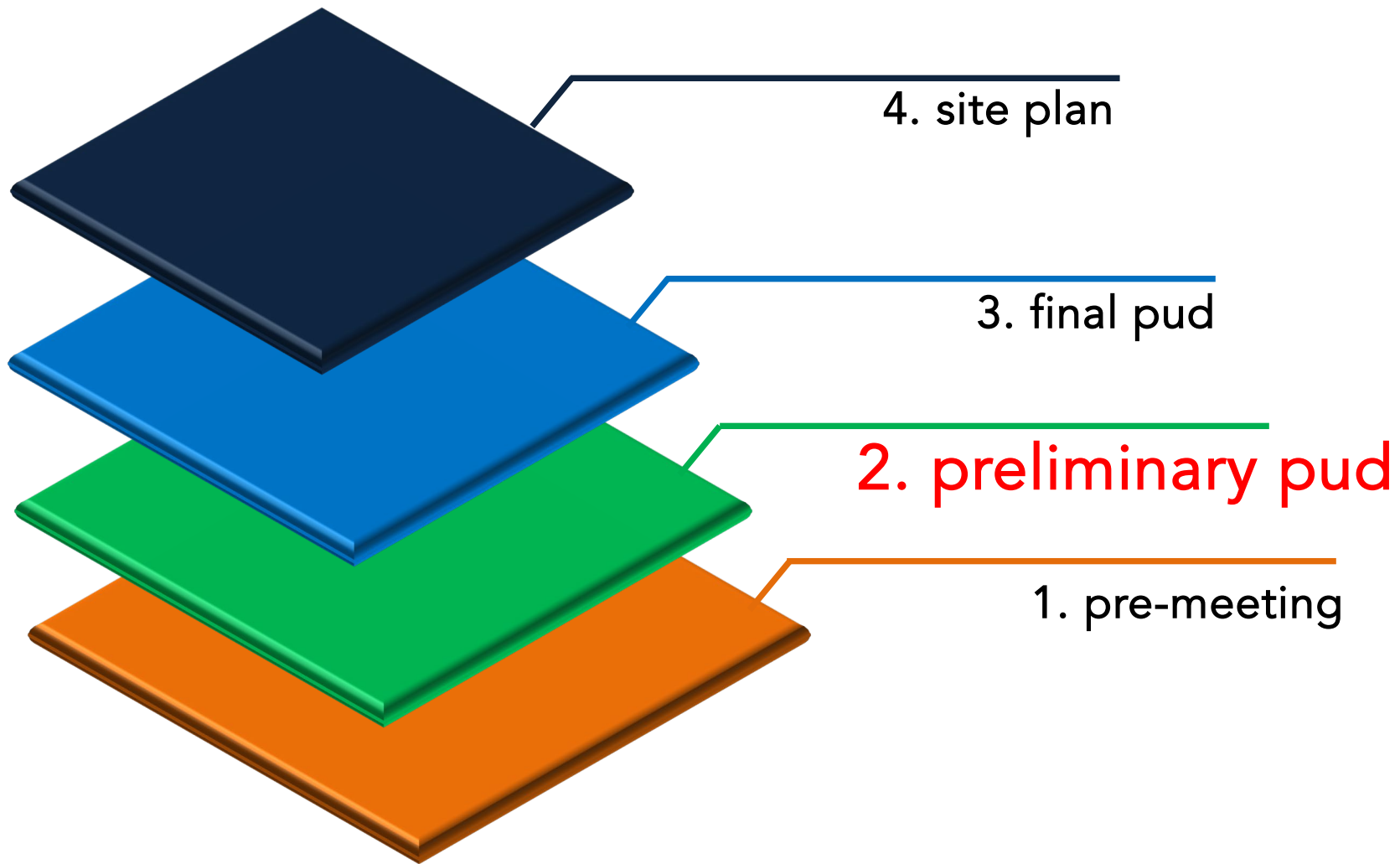


PUD-4 Approval Process is multi-layered



“phased site plan review is allowed as long as plans are consistent with conceptual site approval”

PUD-4 Approval Process is multi-layered



Review of Preliminary PUD Approval

1. Qualifying Conditions

2. Conceptual Plan



3. Project Narrative

Applicant:
Wilson Land Company, L.L.C.
20 Keith F. Walker
50 Monroe Ave., N.W.
Suite 1100
Grand Rapids MI 49503
616-732-5018
kw@wilsnaw.com

Plan Prepared by:
Jim Reminga
Rockford Construction
601 First Street NW
Grand Rapids, Michigan 49504
616-446-0668 mobile
jreminga@rockfordconstruction.com

Legal Description:
Units 3, 4 and 5, WILSON CROSSINGS, according to the Master Deed recorded in Instrument No. 20070412-003996, as amended, First Amendment to Master Deed recorded in Instrument No. 20102030-0017889, Second Amendment to Master Deed recorded in Instrument No. 20160501-0045208, and designated as Kent County Condominium Subdivision Plan No. 674, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

PUD SUBMITTAL INFORMATION

Project Narrative

Wilson Crossings PUD is a very unique proposed development that utilizes the principles of New Urbanism to create a mixed-use neighborhood on a highway interchange property. The site is buffered to the north by over 700' of natural Bush Creek wetlands. The westerly edge has an existing wooded area that is over 400' deep. Significant portions of the woods will be retained as a perimeter buffer and to enhance the common open areas. The south and east areas are exposed to Wilson Avenue and the M-6 Expressway. Its proximity to the M-6 corridor makes it an attractive option for commuters and for highway oriented businesses. The plan has significant common open spaces, is extremely walkable, and appropriately uses buildings to define the public realm while screening parking and service areas. Residential areas offer a wide range of building types and use low-density smaller-scale buildings as a buffer along the perimeter of the site.

Qualifying Conditions

A. PUD is not an existing PUD-1, PUD-2 or PUD-3.
B. This PUD achieves most, if not all, of the purposes listed in Section 40-416C.
A. Better project for all - Single purpose zoning could not create this mixed-use plan.
B. More desirable & sustainable - desirability is typically measured by market response. We believe this plan will be desirable for the residents, but also for the City of Wyoming. Long-term sustainability as a neighborhood is enhanced by desirability.
C. Economy & Efficiency - the plan creates compact blocks and uses higher density building types to preserve natural resources and economy and efficiency in many ways.
D. Better housing, employment & shopping - the implementation of the PUD will be strategically market driven and custom suited for the residents.
E. Preserves existing natural assets.
F. Open space and amenities exceed the minimum and are located within a few-minute walk of all units.
G. Land use in accordance with character and adaptability - the plan creatively converts a highway interchange into a neighborhood.
H. Economical arrangement of buildings, streets, etc. - similar to item C - same answer.
I. Traditional segregated zoning categories simply cannot create a neighborhood like this.

PROJECT NARRATIVE

C. The PUD is 62.83 acres, far exceeding the 3-acre minimum.
D. Proposed residential density is 9.7 dwelling units per acre average on 54.7 residential acres including the wetlands. Density is 16.1 du/ac on 22.1 residential acres net of wetlands.

Both calculations are below the maximum allowed by code.

Use	2006	2015	2020	2021	2022	2023	2024	2025
Existing Medical Office Buildings	█							
Existing Dental Office Building	█							
Office / Service					█			
Medium Density Residential					█			
Low Density Residential					█			
Independent Living					█			
General Business					█			

This is a conceptual estimate of phasing for the development. Actual phasing will be subject to market dynamics, economy, etc.

Page 1

development of high-quality. The PUD is within 1/4 mile of a dedicated transit route and includes a fixed transit shelter.

been upon review and preservation. Amendment to Condominium Document is included in the submittal.

MIXED USE	3.5	0.9%	18	94
Residential	33.1	82.6%	16.1	532
Wetland / Wetlands / Detention	21.6	34.3%	-	-
Total Residential	54.7	87.0%	16.7	532
Grand Total	62.9	100.0%	-	-

DEVELOPMENT STANDARDS

Yards are noted on the Alley Street (yards) and on the regulating plan.
 6. Family rear yards are 20'. Non-perennial setbacks will comply with B-2.
 Filing Heights
 1. Chart below defines building heights for the different zones.
 Filing Spacing
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 2. In-line, create additional greenspace. Single located close to the street (in a sense of enclosure that spaces the perception of space and liability. Buildings are also used to screen parking and service areas from "public realm" (streets, walks, trails, etc.).
 3. Building designs will reflect market norms regarding unit types and 3 levels, as well as being scaled to limit the primary task of all urban structure and landscape design - the local definition of streets and public uses as pieces of shared use.

Maximum	Minimum
35'	5,500 SF
35' (max)	5,500 SF
3-Stories	Residential areas will be within the site condominium
4-Stories	
5-Stories	

Qualifying Conditions

(a) Location



The proposed site meets the location requirements. The site is not currently zoned PUD.

Qualifying Conditions

(b) PUD Purpose



The project achieves more than three of the required purposes listed in *Section 90-416C*.

- The proposed project creates a mixed-use neighborhood not achievable under a traditional singular zone district.
- The project preserves vast natural resources, provides varied missing middle housing, utilizes land in an efficient manner.
- The project provides housing, shopping, and employment well suited to the needs of Wyoming residents.

Qualifying Conditions

(c) Size



The project site is 62.93 acres and meets the minimum size requirement.

Qualifying Conditions

(d) Residential Density



The proposed density is 9.7 dwelling units/acre on 54.70 acres (including wetland).

Per Table 90-420C(2) Permitted Maximum Density by PUD Size, the maximum permitted density without a density bonus for PUD's ranging from 35.1 – 100 acres is 15 dwelling units /acre.

The proposed density falls within the permitted density range.

Qualifying Conditions

(e) Housing Variety



The project will include a variety of housing types including townhomes, duplexes, 4-plexes, and apartments.

The mix of housing meets the PUD requirement to provide varied housing within the new development.

Qualifying Conditions

(f) Utilities



The PUD will be served by public water and sanitary sewer facilities and works within the existing system.

Qualifying Conditions

(g) Ownership and Control



Condition has been met. The owner of all parcels is Wilson Land Company LLC.

Qualifying Conditions

(h) Recognizable Public Benefit



Condition has been met.

The following slides outline four benefits that will be accrued to the community as a result of the proposed PUD.

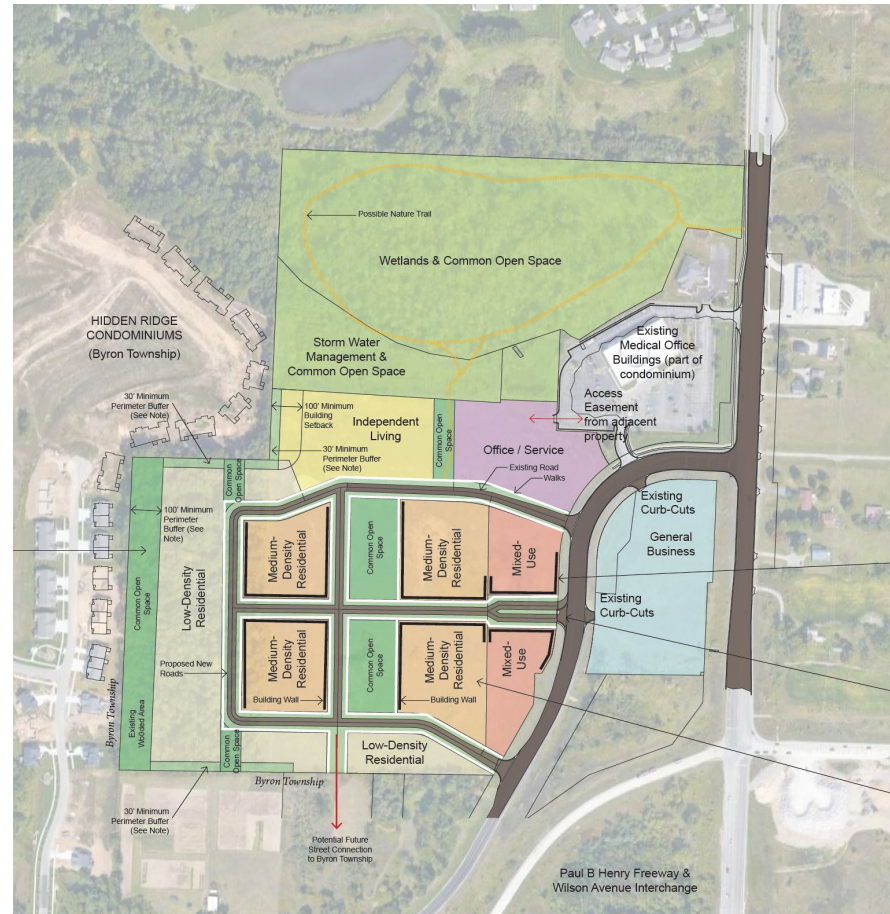
(i) *Preservation of significant natural resources*

The project includes preservation and protection of an existing wetland and natural area.

Additionally, the developer will maintain a minimum 100' foot natural buffer on the western edge of the PUD adjacent to the Byron Township neighborhood.

(ii) *A complementary mix of land uses or housing types within the PUD*

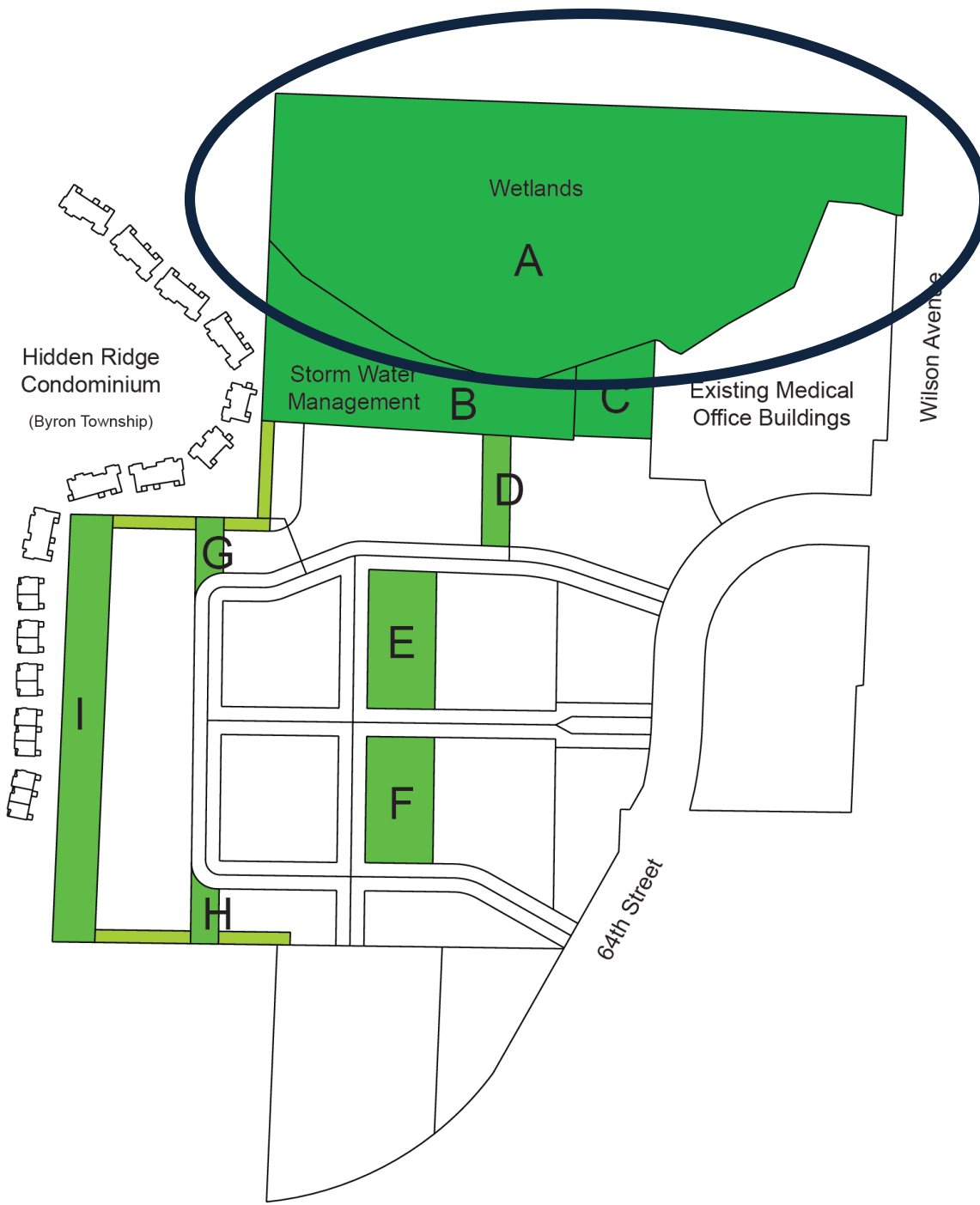
The proposed project is mixed-use, permitting for a variety of housing, including townhomes, duplexes, apartments as well as complementary retail, office, and service uses.



(iii) *Preservation of common open space beyond the minimum requirement*

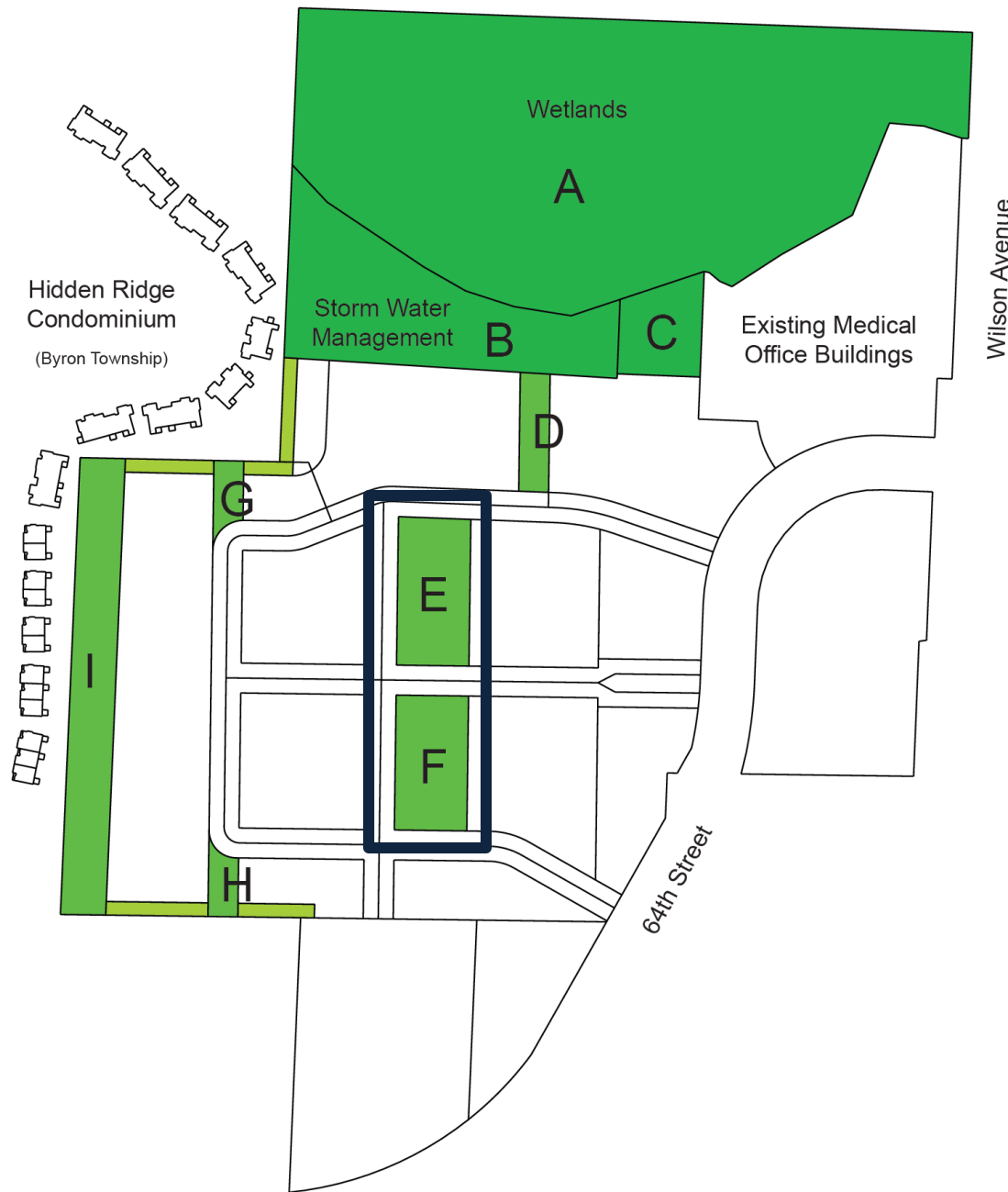
The project exceeds the minimum 20% requirement.

Open Space includes open park space in the central core of the development, as well as significant investment in the addition of trail infrastructure through the preserved wetlands in the northern portion of the site. This PUD-4 provides 14.0 acres of open space (only 11.76 acres is required).



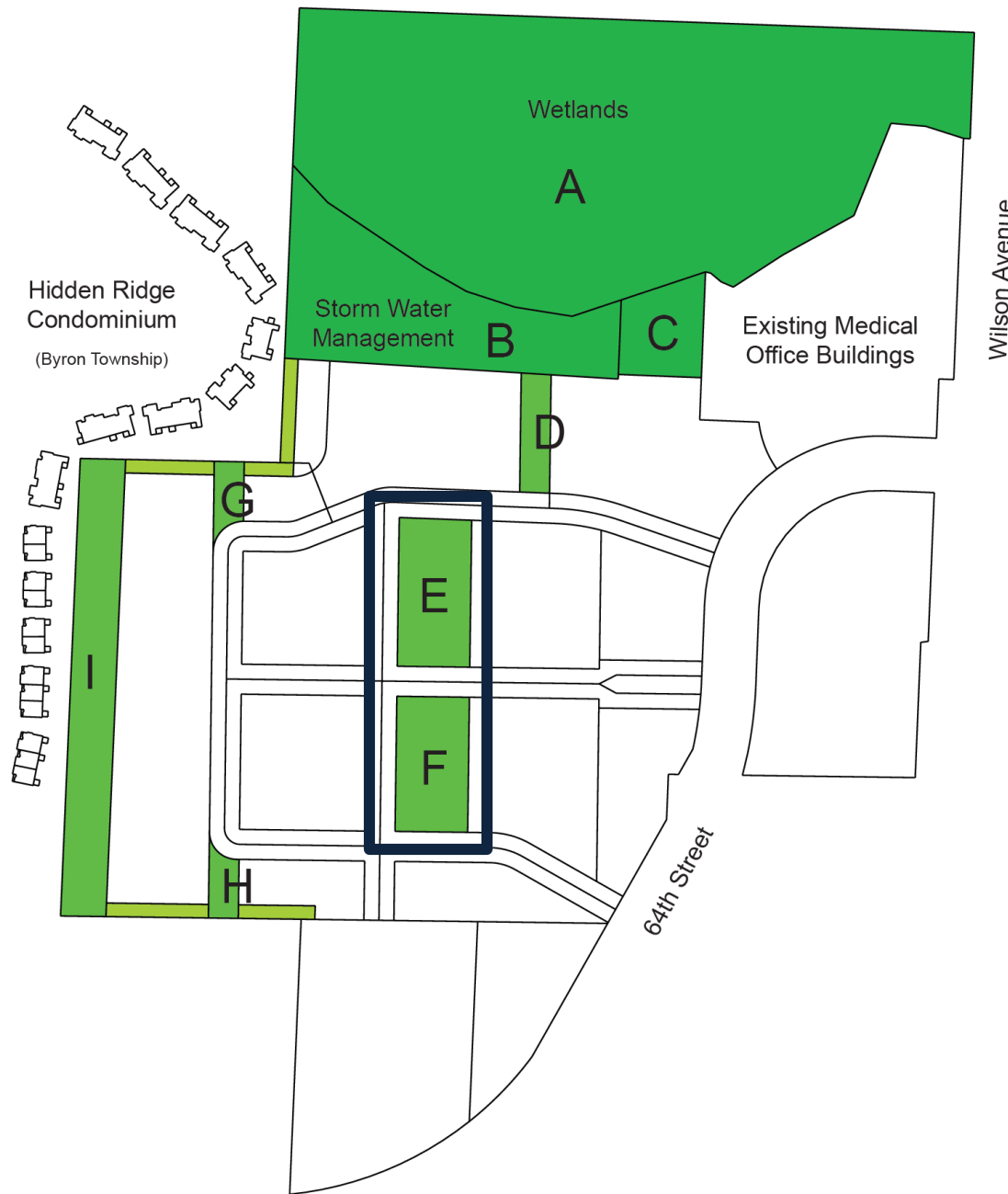
Common Open Space Elements

- Walking path through wetlands



Common Open Space Elements

- Walking path through wetlands
- "Central Park" feature
 - 160' x 700' park



Common Open Space Elements

- Walking path through wetlands
- "Central Park" feature
 - 160' x 700' park
 - *A football field is 160' x 300'*

Proposed "Central Park"



Proposed "Central Park"





Common Open Space Elements

- Walking path through wetlands
- "Central Park" feature
 - 160' x 700' park
- Integrated green paths and 100' buffer

(v.) *Connectivity of open space*

Wilson Crossings includes 6 “local” areas of common space, all connected through pedestrian and vehicular corridors.

There is also a proposed walking path around and through the preserved wetlands.

Review of Preliminary PUD Approval

1. Qualifying Conditions

2. Conceptual Plan


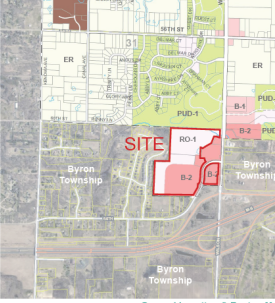
3. Project Narrative

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PUD SUBMITTAL INFORMATION

General Location & Zoning Map

Project Narrative

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A. Better project for all - Single purpose zoning could not create this mixed-use plan.
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C. Economy & Efficiency - the plan creates compact blocks and uses higher density building types to preserve natural resources and economy and efficiency in many ways.
D. Better housing, employment & shopping - the implementation of the PUD will be strategically market driven and custom suited for the residents.
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F. Open space and amenities exceed the minimum and are located within a few-minute walk of all units.
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H. Economical arrangement of buildings, streets, etc. - similar to item C - same answer.
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PROJECT NARRATIVE

C. The PUD is 62.83 acres, far exceeding the 3-acre minimum.
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Both calculations are below the maximum allowed by code.

Use	2008	2015	2020	2021	2022	2023	2024	2025
Existing Medical Office Buildings								
Existing Dental Office Building								
Office / Service								
Medium Density Residential								
Low Density Residential								
Independent Living								
General Business								

This is a conceptual estimate of phasing for the development. Actual phasing will be subject to market dynamics, economy, etc.

Page 1

DEVELOPMENT STANDARDS

Yards are noted on the Alley Street (yards) and on the regulating plan.
6-family rear yards are 20'. Non-perfect setbacks will comply with B-2.
Filing Heights
Chart below defines building heights for the different zones.
Filing Scope
Filing height, width and length critical elements from many specifics. Multi-story buildings, for instance, create additional pre-space. Single located close to the street (in a sense of enclosure that) since the perception of space and liability. Buildings are also used to screen parking and service areas from "public realm" (streets, walks, trails, etc.).
Building designs will reflect market norms regarding unit types and levels, as well as being scaled to limit the primary task of all urban structure and landscape design - the local definition of streets and public uses as pieces of shared use.

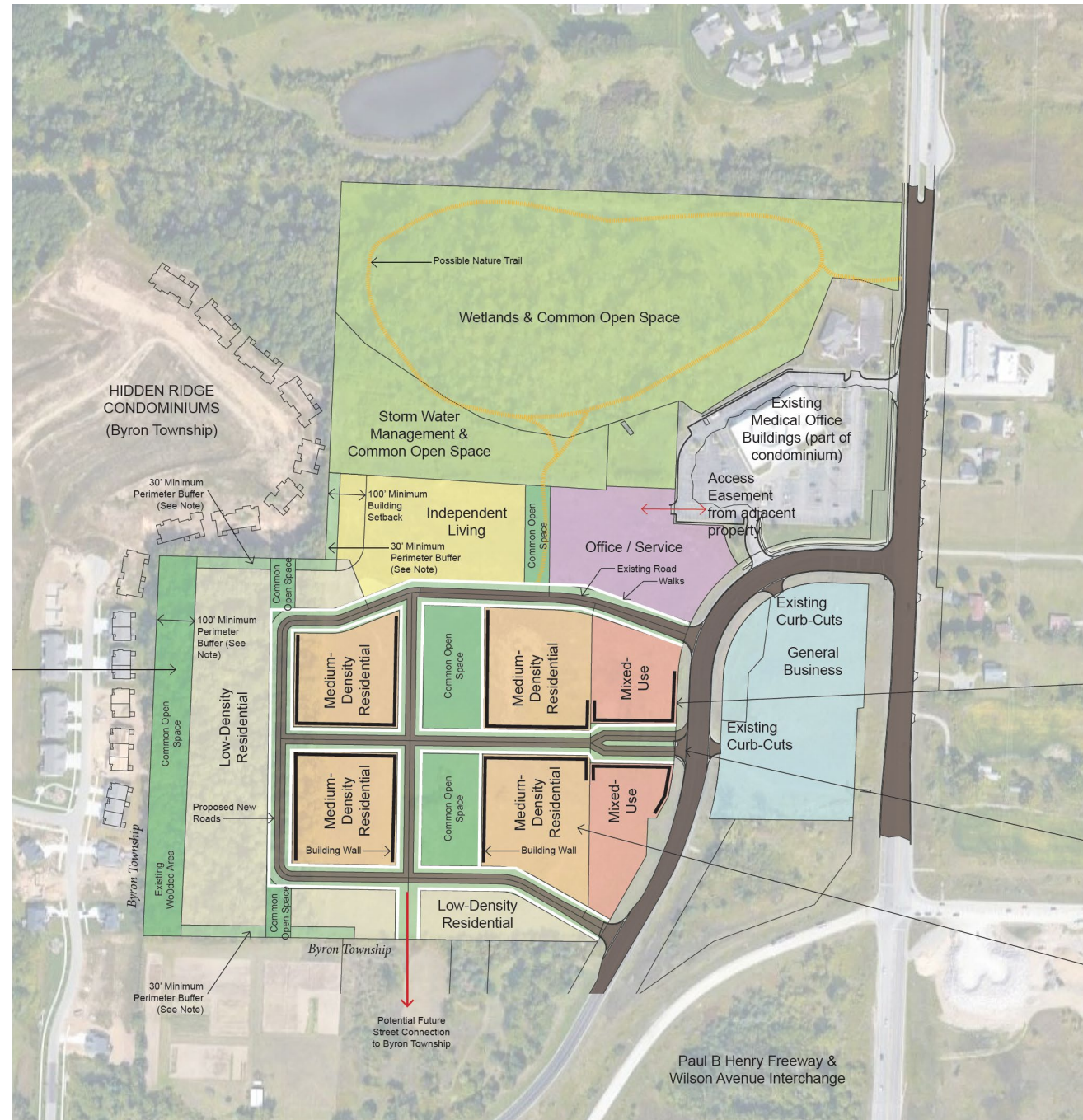
Maximum	Minimum
30'	5,500 SF
35' (max)	8,500 SF
3-Stories	Residential areas will be units within the site condominium
4-Stories	
5-Stories	

MIXED USE	3.5	0.9%	18	94
Residential	33.1	82.4%	16.1	532
Wetland / Detention	21.6	34.3%	-	-
Total Residential	54.7	87.0%	6.7	532
Grand Total	62.9	100.0%		

development of high-quality. The PUD is within 1/4 mile of a dedicated transit route and includes a fixed transit shelter.
When open areas are preserved, Amendment to Condominium Document is included in the submittal.
(18 du/ac maximum allowed by code for 5.122 Acres)
(15 du/ac maximum allowed by code for 35.1102 Acres)

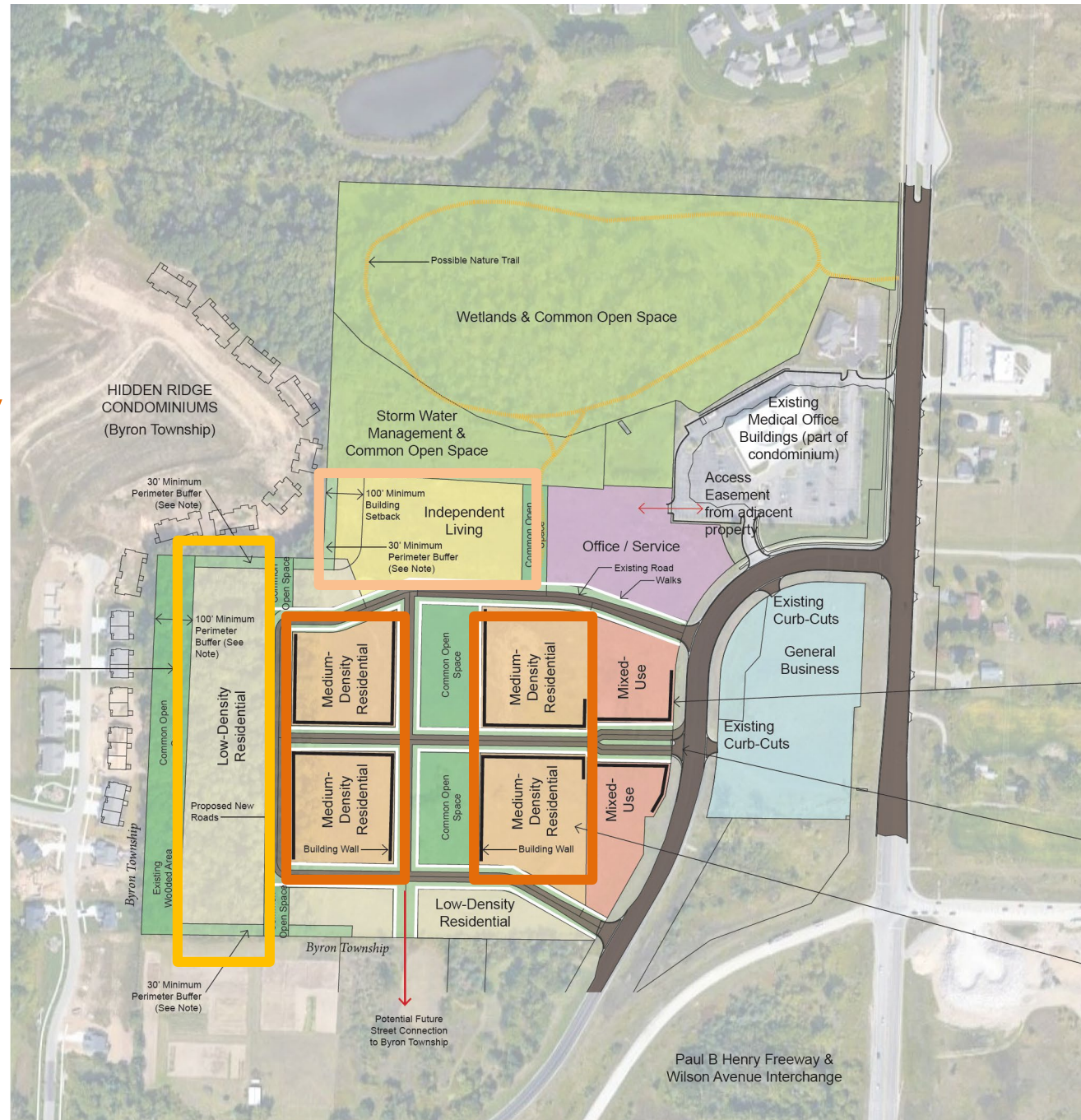
"Zones"

- Low-density residential
- Medium-density residential
- Independent Living
- Mixed-Use
- Office/Service
- General Business



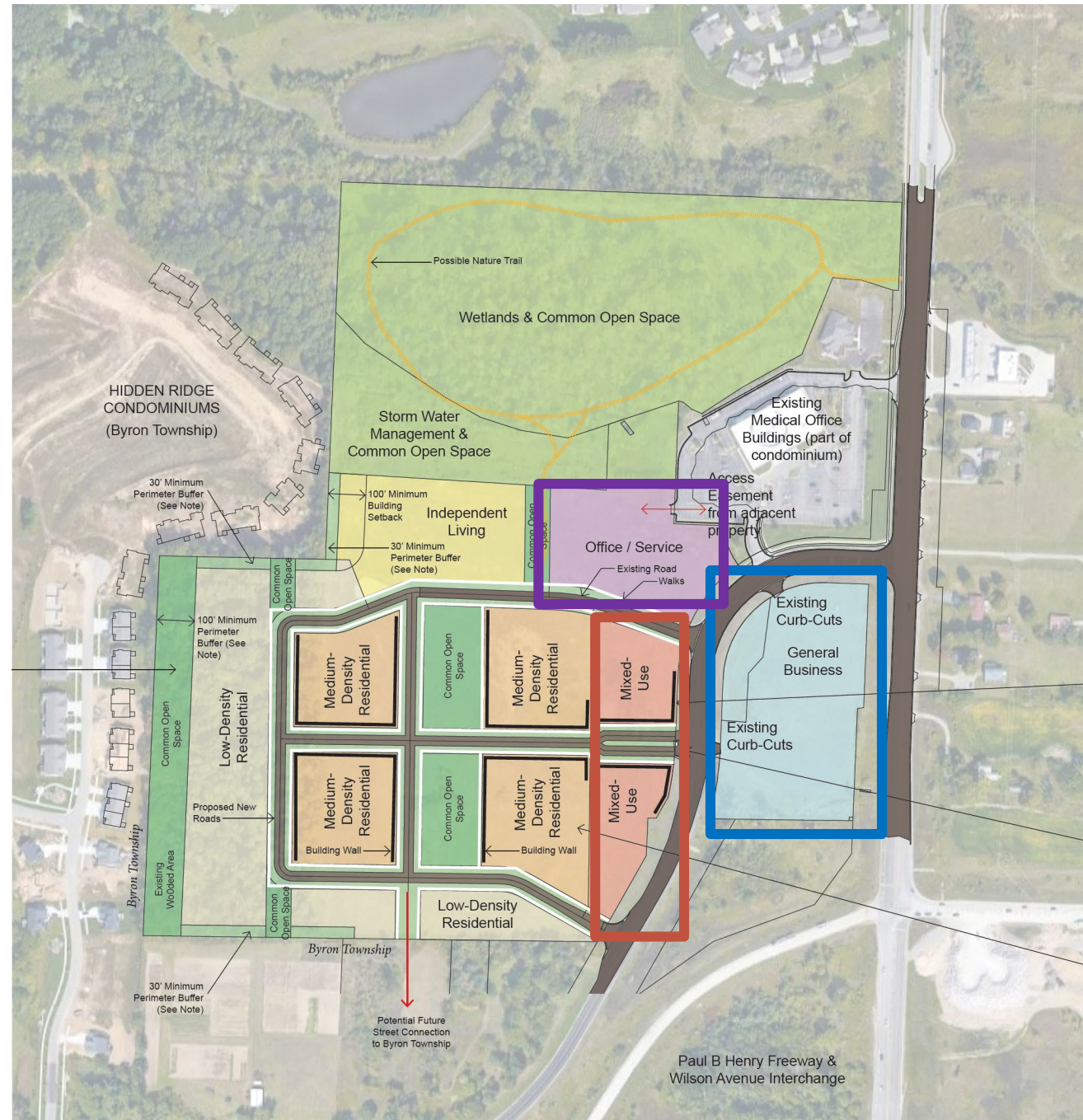
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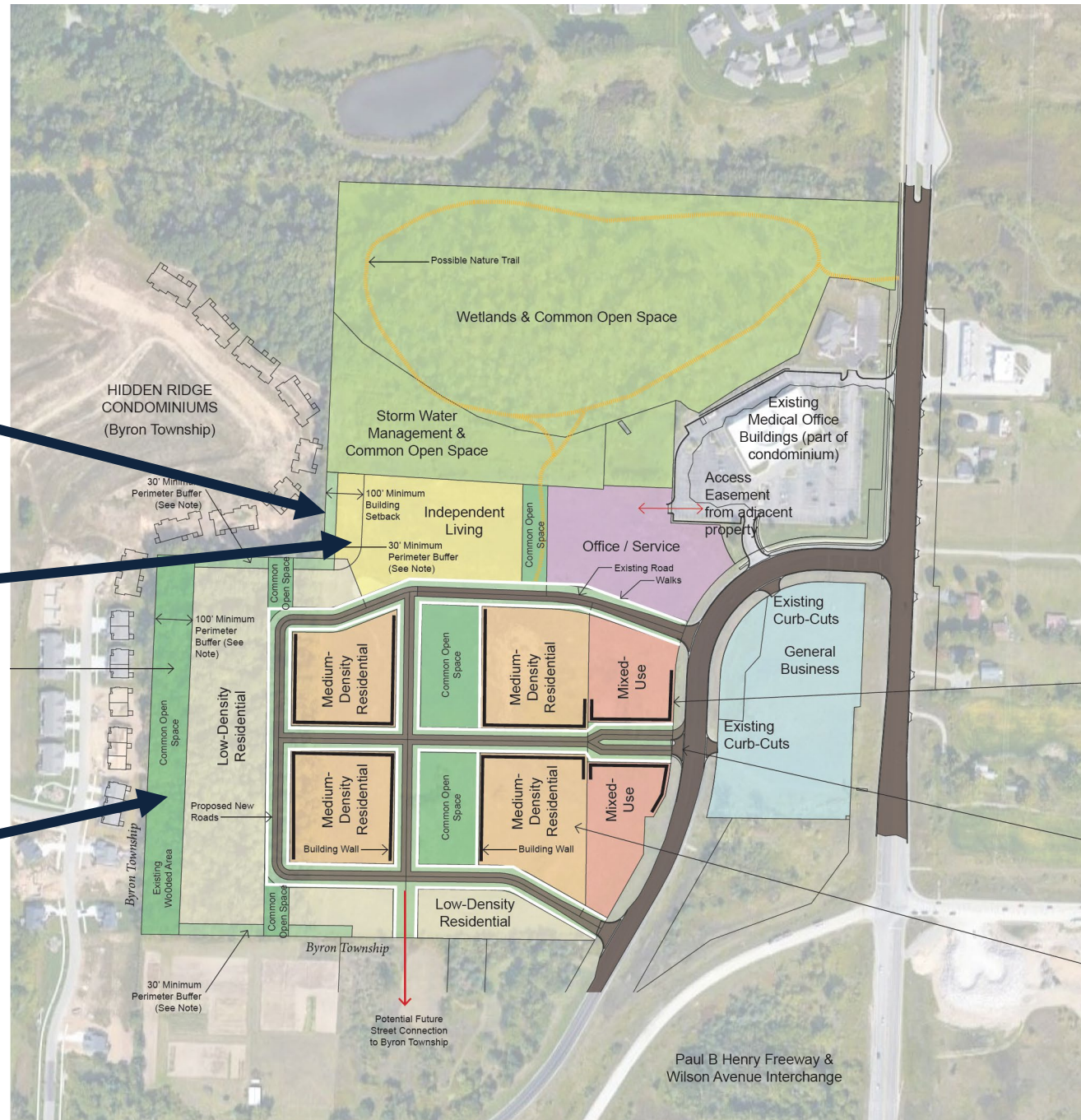
"Zones"

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- **Mixed-Use**
- **Office/Service**
- **General Business**

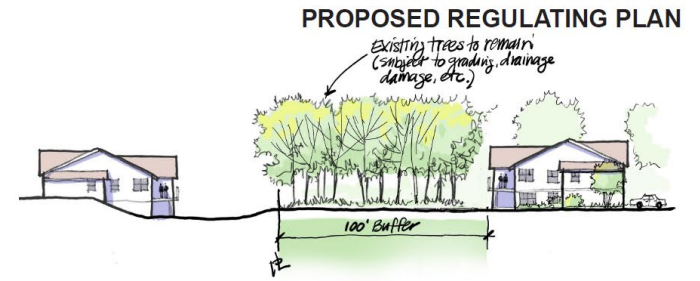
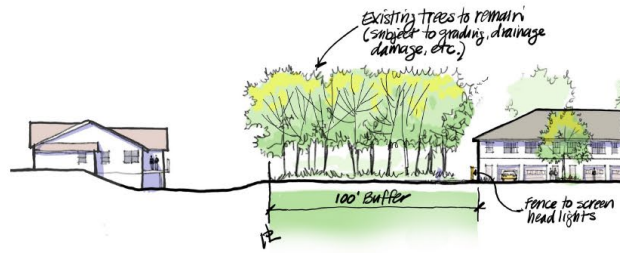
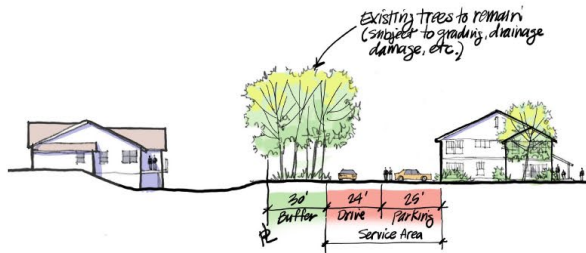


Buffers

- 30' min. perimeter buffer
- 100' min. building setback
- 100' buffer adjacent to Byron Twp.



Buffers



ORIGINAL SUBMITTAL
(Rear-loaded Garages)

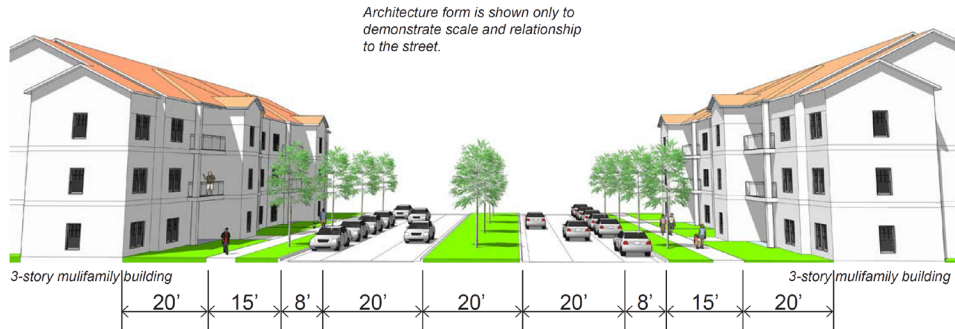
REVISED SUBMITTAL (A)
(Side-loaded Garages)

REVISED SUBMITTAL (B)
(Front-loaded Garages)

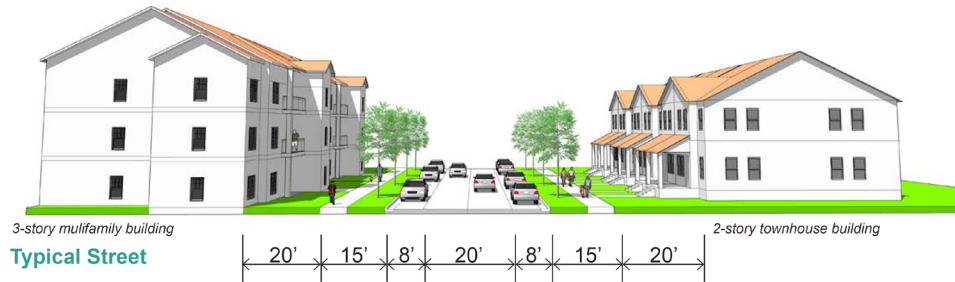
Street Standards

'Public' Streets

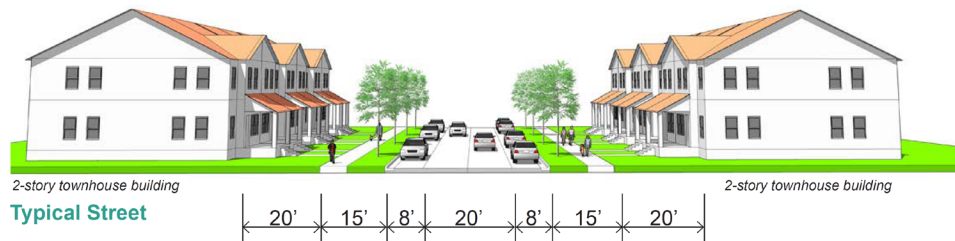
New urbanism is based on a premise that the public realm (streets, parks, etc.) is critically important to the success of any development. The buildings are used to "enclose" the public realm and to create a psychological "sense of place". The buildings are also used to screen parking areas in the rear of the buildings. Guest parking is primarily accommodated along the streets. The main entrance into the development is proposed as a boulevard. All streets serve the needs of both the automobile and the pedestrian, creating an extremely walkable and accessible neighborhood.



Main Entrance Boulevard



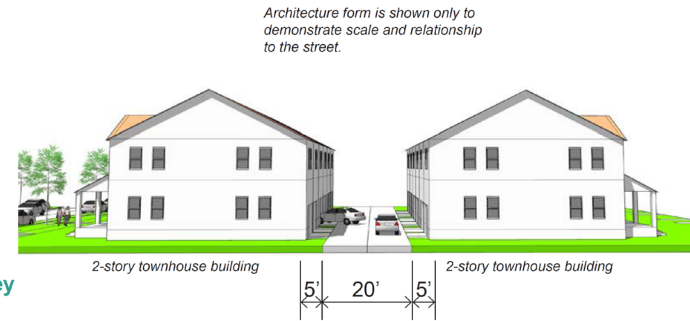
Typical Street



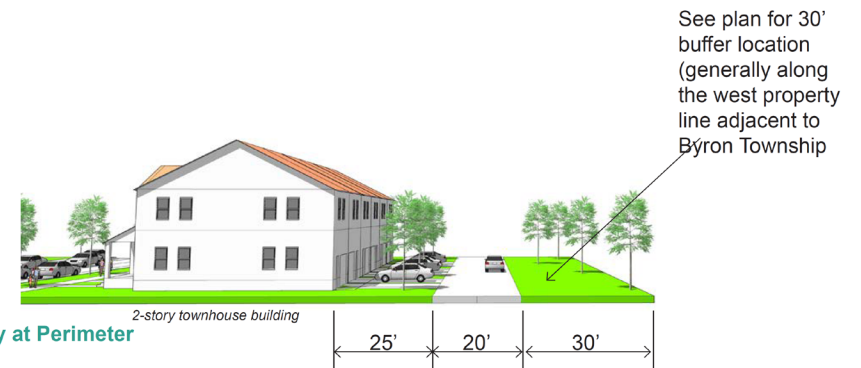
Typical Street

Private Alleys

New urbanism is also based on the premise that the automobile is not the primary element of good neighborhood design. Front yards are designed for porches and primary entrances into buildings or individual living units. They represent the public realm and the semi-public transition area between public and private. The garage door is contrary to that philosophy. As such, our plan proposes to primarily accommodate the automobile in the rear of low-density residential units. Access to 'tuck-under' garages will be mostly via private alleys. Some alleys will allow for a parking space in front of the garage door, well others will only accommodate garage access. Alleys will also accommodate trash storage and pickup and, in some cases, guest and overflow parking.



Rear Alley



Rear Alley at Perimeter

Potential Implementation

These images demonstrate a logical implementation of the proposed PUD. There are likely many other possible variations that would also comply with the PUD. As phases are prepared for implementation, we will return for final PUD approvals that would include specific details.

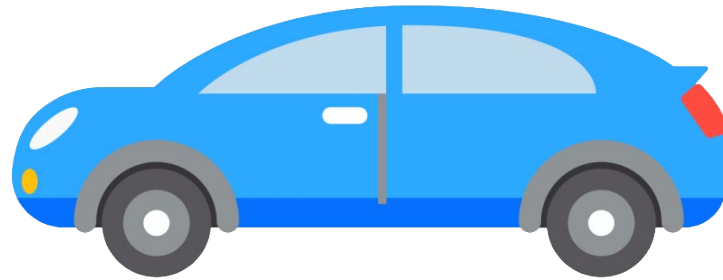
In general, these images illustrate the design philosophy of a connected, mixed-use neighborhood that includes variations in residential types along with compatible non-residential uses. Green space is distributed throughout the property and westerly development is intentionally sensitive to the existing woods.

POTENTIAL IMPLEMENTATION



Parking

1.3 spaces per unit
min.; max of 1.5
spaces per unit



The proposed project at maximum buildout will provide 728 spaces, an average of 1.37 spaces per unit.

Parking

The developer is proposing the following parking plan per zone:

- Low Density Zone: 2.0 spaces per unit
- Medium Density Zone: 1.25 spaces per unit
- Mixed-Use Zone: 1.25 spaces per unit
- Independent Living: 1.0 space per unit

These modifications would be accepted as part of the preliminary PUD approval

Traffic Impact Analysis (TIA)

The Kent County Road Commission has authority over portions of Wilson Avenue and 64th St SW adjacent to the project site. They are responsible for monitoring traffic volumes and delay assessments.

The City will require a TIA be provided as future site plans are submitted for review and approval.

Modifications to Minimum Requirements

The developer requests the following modifications which can be granted by City Council:

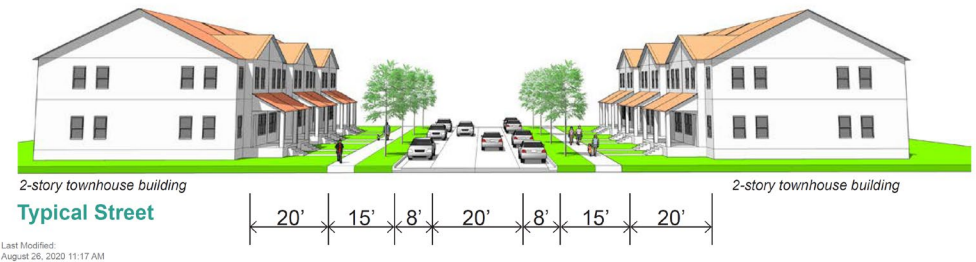
- Front yard setback
- Rear yards
- Height

These modifications would be accepted as part of the preliminary PUD approval

Modifications to Minimum Requirements

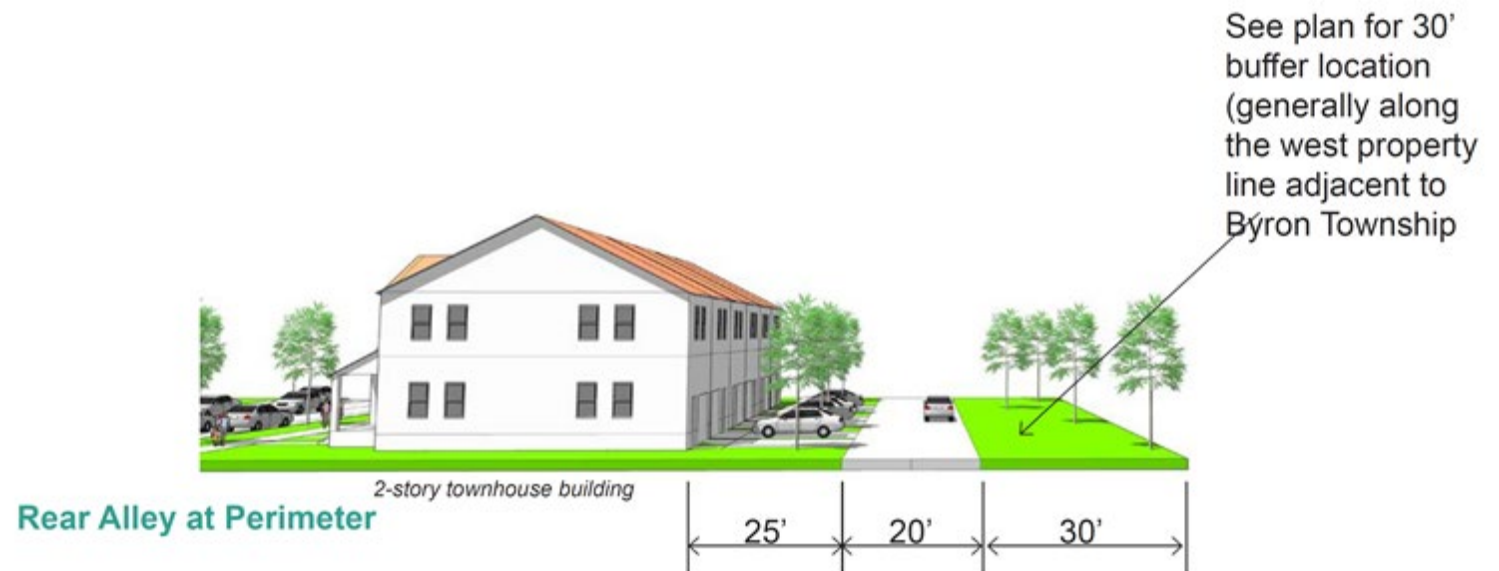
Front yard setbacks are noted on the Street Standards (page 8) of the PUD document and described in the Proposed Zone Sections on page 4.

Buildings in the low-density residential zones will be positioned 15'-20' back from the outside of the sidewalk with porches allowed within that setback.



Modifications to Minimum Requirements

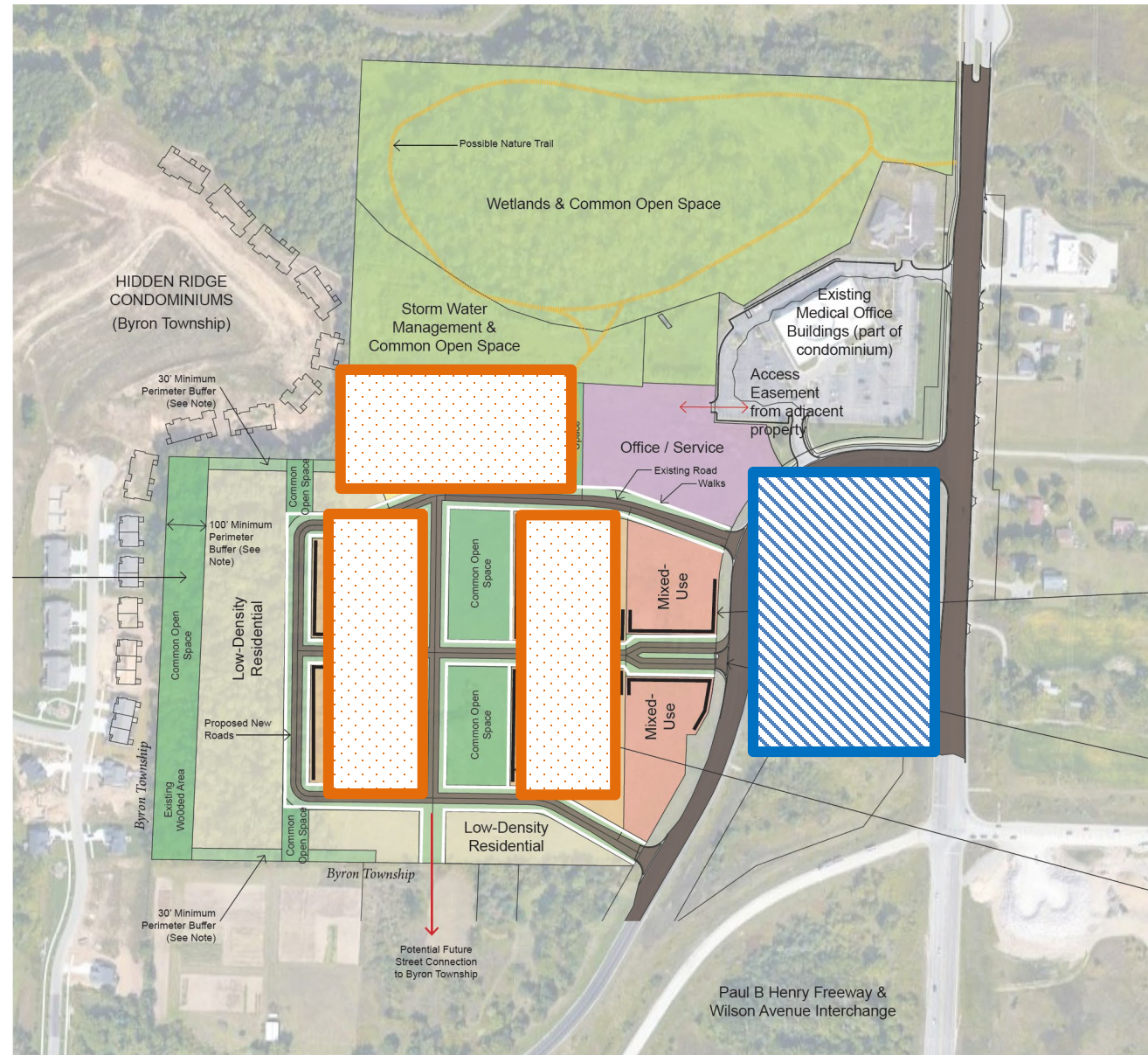
Building footprints in rear yards will be developed as shown on the Street Standards (page 8). Rear yards for multi-family will be 20'.



Refer to Modifications of Development Standards, pg. 2

Modifications to Minimum Requirements

Request to increase permitted height to allow 5 story hotels in the General Business Zone and 3 and 4 story buildings in the Medium Density and Independent Living residential zones.



Refer to Modifications of Development Standards, pg. 2

General Staff Comments

1. Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)
2. Location, Access, and Compatibility with adjacent uses

1. Housing Needs Identified

Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)

The city's 2019 AI and HNA identified a need for missing middle housing (including townhomes, duplexes, fourplexes) and apartments in Wyoming.

This proposed development will contribute 532 housing units to meeting this need.

2. Location, M-6 Access, and Compatibility



2. Location, M-6 Access, and Compatibility



2. Location, M-6 Access, and Compatibility



2. Location, M-6 Access, and Compatibility



Conditions to Approval

1. The conceptual plan, project narrative, and Third Amendment to Master Deed of Wilson Crossings shall be accepted as part of approved PUD-4.
2. All proposed streets shall be private.