

To limit potential exposure to COVID-19, we are making some temporary changes to our City Council agenda.

- **Tonight all Council actions will be taken in one vote.**
- **If you do not have a seat in the Council Chambers you are going to be asked to wait in the rotunda.**
- **Public comment will be limited to 1 minute 30 seconds per person.**

**AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MARCH 16, 2020, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation**
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 March 2, 2020 Regular Meeting, the March 2, 2020 Closed Session and the March 9, 2020 Work Session
- 7) Approval of Agenda**
- 8) Public Hearings**
- 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 1 minute 30 second 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) Consent Agenda**
Budget Amendment
 - a) Budget Amendment No. 38 – To Appropriate \$7,000.00 of Additional Budgetary Authority to Provide Funding for Go!Bus Tickets and Recognize the Associated Income from Ticket Sales

Resolutions

- b) To Accept Kent County Veterans Treatment Court Funds and to Authorize a Budget Amendment (Budget Amendment No. 37)

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

- c) To Approve Final Payment to Michigan Paving and Materials Company for the 2018 Street Resurfacing (Budget Amendment No. 39)
- d) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Frog Hollow/M-6 Trail Connection Project
- e) To Authorize Rental of Traffic Control Devices from Give ‘Em a Brake Safety, LLC and to Authorize the Mayor and City Clerk to Execute the Contract
- f) To Accept Proposals from Kendall Electric and Graybar to Upgrade the Waste Activated Sludge Pump Electrical Equipment
- g) For Award of Bids and to Authorize the Mayor and City Clerk to Execute the Contracts for Re-Roofing and Concrete Replacement
 - 1. Waste Activated Sludge Pumps
 - 2. Re-Roofing
 - 3. Concrete Replacement

Ordinances

- 10-20 To Amend the Code of Ordinances by Amending Section 34-3 to Adopt the International Fire Code, 2018 Edition, by Reference Together with Certain Amendments and Appendices (First Reading)
- 11-20 To Amend the Code of Ordinances by Amending Section 1-2 Entitled “Definitions and Rules of Construction,” Chapter 14 Entitled “Business,” and Chapter 70, Article IV, Division 2 Entitled “Snow Plowing,” and by Repealing Section 1-20 of the City Code, Entitled “Reference to Offices” and Chapter 70, Article III, Division 2 Entitled “Licenses,” to Update Provisions for Licensing and Regulating Businesses in the City and Providing Penalties for Violation of Those Provisions (First Reading)

14) Informational Material

15) 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 1 minute 30 second limit per person.

16) Closed Session (as necessary)

17) Adjournment

RESOLUTION NO. _____

RESOLUTION TO ACCEPT
KENT COUNTY VETERANS TREATMENT COURT FUNDS
AND TO AUTHORIZE A BUDGET AMENDMENT

WHEREAS:

1. The 62-A District Court requested the amount of \$130,000 from the Veterans Services Millage [County of Kent] that will be used toward the administration, supervision and treatment of veterans that involved themselves in the criminal justice system.
2. The City of Wyoming would accept \$130,000 in funds for the administration, supervision and treatment of veterans selected as participants of the Veterans Treatment Court.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the funds of \$130,000 from the Veterans Service Millage [County of Kent].
2. That Court Administrator Christopher Kittmann serve as the Program Director responsible for the 62-A District Court yearly status reports to be submitted to the Veterans Affairs Committee [County of Kent].
3. The Wyoming City Council hereby authorizes 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 March 16, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Joint Endeavor Agreement

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: March 16, 2020

Budget Amendment No. 037

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$130,000.00 of budgetary authority for expenses related to the Veteran's Treatment Court and recognize the associated grant revenue from Kent County 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>				
Contributions from Local Units-Other Government Agencies				
101-583.513	53,160.00	130,000.00		183,160.00
District Court - District Court Probation - Temp Salaries (Project: Court MI Veteran)				
101-136-15100-707.000	130,096.03	55,700.20		185,796.23
District Court - District Court Probation - FICA (Project: Court MI Veteran)				
101-136-15100-715.000	22,062.70	10,457.57		32,520.27
District Court - District Court Probation - Workers Comp Insurance (Project: Court MI Veteran)				
101-136-15100-719.000	6,301.27	1,699.55		8,000.82
District Court - District Court Probation - Liability Insurance (Project: Court MI Veteran)				
101-136-15100-910.000	6,398.22	3,007.40		9,405.62
District Court - District Court Probation - Professional Services (Project: Court MI Veteran)				
101-136-15100-801.000	39,080.57	59,135.28		98,215.85
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 2019-2020 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

STATE OF MICHIGAN



WYOMING DISTRICT COURT
62-A JUDICIAL DISTRICT
2650 DEHOOP S.W.
WYOMING, MI 49509-1893

PABLO CORTES
CHIEF JUDGE

STEVEN M. TIMMERS
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN
COURT ADMINISTRATOR

JANE LIND
DEPUTY COURT ADMINISTRATOR

MEMORANDUM – STAFF REPORT

March 12, 2020

To: Wyoming City Council Members
From: Christopher Kittmann, Court Administrator

RE: Veterans Treatment Court – Kent County Veteran Service Millage Funds

Recommendation:

It is recommended that the City Council accept the amount of \$130,000 from the Veterans Services Millage [County of Kent] that will be used toward the administration, supervision and treatment of veterans enrolled in the Kent County Veterans Treatment Court administered by the 62-A District Court [City of Wyoming], at the direction of Judge Pablo Cortes.

Overview of Program:

The Council is already familiar with the Veterans Treatment Court as it has been in operation for nearly five years. The Council remains extremely supportive of the program since its inception. The program continues to grow at a steady pace with an anticipated caseload of 50 veterans over the next year. This is the only such program in Kent County. The program has been solely supported via a State Court Administrators Office grant, with additional funds coming from the Friends of the Kent County Veterans Treatment Court. Funds are again approved by the Kent County Veterans Affairs Office.

As the Council is already aware, the mission of the Veterans Treatment Court is to have a coordinated community response through collaboration with the veteran's service delivery system and the Criminal Justice System.

The City of Wyoming will incur no costs as a result of these funds being accepted.

Budget Amendment:

The attached budget amendment has been prepared by the Finance Department.

COUNTY OF KENT

AND

62A DISTRICT COURT AND CITY OF WYOMING

AGREEMENT

FOR KENT COUNTY VETERANS TREATMENT COURT SERVICES

This Agreement is made and entered into by and between the **County of Kent**, 300 Monroe Avenue NW, Grand Rapids, Michigan 49503 (hereinafter "County") and **City of Wyoming**, 2650 DeHoop Avenue SW, Wyoming, Michigan 49509, (hereinafter referred to as "City") and the **62A District Court**, 2650 DeHoop Avenue SW, Wyoming, Michigan 49509, (hereinafter referred to the "Court").

Recitals

- A. A district court has jurisdiction of all civil litigation up to \$25,000 and handles garnishments, eviction proceedings, land contract and certain mortgage foreclosures, and other proceedings. In the criminal field, district court handles all misdemeanors where punishments do not exceed one year, including arraignment, setting and acceptance of bail, trial and sentencing; and conducts preliminary examinations in felony cases; and
- B. The County is desirous of offering Veterans Treatment Court (VTC) services; and
- C. The Court and/or the City either has or will retain staff and contractors knowledgeable and experienced in the type of VTC services desired by the County.
- D. The Court and/or the City is willing to provide the County with the desired services; and
- E. The parties agree that this collaborative effort will enhance overall service efficiency; and
- F. The State of Michigan passed legislation to allow the parties to establish a contract to provide services (MCL 600.1201 et seq.);
- G. The State Court Administrator's Office has issued a Local Administrative Order allowing the establishment of the VTC (a copy of the LAO is attached as Exhibit B); and
- H. County, the Court, and City desire to enter into this Agreement to memorialize their respective roles and responsibilities in providing the said services for all Kent County residents.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows.

- 1. Services: The County shall provide to the City, the funding for Veterans Treatment Court services described on the attached Exhibit A and for services described in the Michigan Veterans Treatment Court Statute, MCL 600.1200 et. Seq. and the City shall use the funds for such purposes.
- 2. Term:
 - a. This Agreement shall be for a twelve-month term, commencing January 1, 2020. The parties may, by mutual written agreement, renew the Agreement for additional terms on

mutually acceptable terms.

- b. Should a party commit any breach or default under this Agreement, and should such breach or default not be corrected within ten (10) days after receipt by the party of written notice from the non-breaching party specifying the breach or default, this Agreement may be terminated without further notice by the non-breaching party.
 - c. Either party may terminate this Agreement without cause upon 30 days written notice of intent to terminate.
3. Payment: In consideration of the services to be rendered by the Court under this Agreement, the County agrees to pay to the City a total sum of \$130,000.00. Payment shall be made in arrears in quarterly installments of \$32,500.00 over each of the four calendar quarters ending March 31, June 30, September 30 and December 31 of the Agreement's term. The County shall pay within thirty days of receipt of a detailed request for reimbursement, including statistics required in Exhibit A-1 of this Agreement. The City will use the funds paid by the County to fund the services provided by the Court.
4. Source of payment:
 - a. The County shall pay for services under this Agreement through a separate Dedicated Veterans Services tax levy.
 - b. The Court, City and the County shall cooperate in order to apply for and obtain any funding which may be available from the State Court Administration Office, including regarding reimbursement or financial support for the expenses incurred for veterans treatment court services and programming. If the Court receives any funding tendered by the State Court Administration Office and such funding is directly paid to the Court or the City, the Court or the City shall confirm to the other parties that such funds are used for VTC services.
5. Representations and Warranties of the City and Court: Due to the nature of veterans treatment court services, the City and/or Court represent and warrant to the County as follows:
 - a. The City and/or the Court agree that it will adhere to most current edition of the Veterans Treatment Courts Standards, Best Practice, and Promising Practices Manual in all respects as it relates to the Court's veterans treatment court.
 - b. The City and/or the Court agree that staff will participate in annual training as required and/or offered by the State Court Administrative Office, including subcontractors.
 - c. The City and/or the Court will collect and provide data on each individual applicant and participant and the entire program as required by the State Court Administrative office. (MCL 600.1210) and data required in Exhibits A and A-1 of this Agreement.
 - d. Notwithstanding paragraph 7 below, if the City and/or the Court breaches this representation, the City and/or the Court will be solely responsible for all resulting damages, fines, costs, or penalties of any kind that result from said breach.
6. Relationship and Representations of Parties:
 - a. This Agreement shall not create a separate legal or administrative agency.
 - b. No party shall be considered an agent or employee of any other party for any purpose. No party nor its employees are entitled to any of the benefits that any other party

provides for its employees. No party shall be subject to or covered by any other party's employee handbooks, collective bargaining agreements, or other personnel policies.

- c. No party shall be responsible for covering any other party under any workers' compensation insurance or unemployment compensation insurance plans. The parties represent and warrant that they (a) are covered by a workers' compensation insurance policy procured and paid for by them; (b) have a valid Notice of Exclusion on file with the Michigan Bureau of Workers' Disability Compensation; or (c) are approved as a self-insured authority under MCL §418.611(1). Each party shall notify the other parties immediately if the status of said coverage or notice changes.
- d. Except as expressly provided in this Agreement, the parties agree that this Agreement does not, and is not intended to, transfer or assign any civil or legal responsibility, duty, obligation, cost, or liability associated with any governmental function of the County, City and/or the Court under any applicable law, including the General Property Tax Act, MCL 211.1 *et seq.* to any other party to this Agreement.
- e. No party shall have the authority or right to obligate any other party in any way, nor shall any party hold itself out as an employee or agent of any other party.

7. Liability, Indemnification, and Governmental Immunity:

- a. Each party shall be responsible for the acts and omissions of their own officials, officers, agents, employees, contractors, and/or assigns.
- b. Notwithstanding the foregoing, no party waives its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.

8. Compliance with Civil Rights Laws: No party shall discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability unrelated to the individual's ability to perform the duties of a particular job or position. Pursuant to MCLA §423.321 *et seq.*, which prohibits the parties from entering into contracts with certain employers who engage in unfair labor practices, this Agreement may be terminated if a party, or one or more of its subcontractors or suppliers, appears in the register compiled in accordance with MCLA §423.322. The parties shall observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, which shall be deemed to include, but not be limited to, the Elliott-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act.

9. Notice and Contact Person: All notices, demands or other writings permitted or required by the terms of this Agreement shall be deemed to have been fully given, made or sent when made in writing and deposited in the United States Mail, registered and postage prepaid, and addressed to the appointed contact person identified below:

County: Stephen W. Duarte, CPA
 Assistant to the Administrator
 Kent County Administrator's Office

300 Monroe Avenue NW
Grand Rapids, Michigan 49503

City: Curtis L. Holt
City Manager
City of Wyoming
2650 DeHoop Avenue SW
Wyoming, MI 49509

Court: Chris Kittmann
62A District Court Administrator
City of Wyoming
2650 DeHoop Avenue SW
Wyoming, MI 49509

The address to which any notice, demand or other writing may be given or sent to any party may be changed by written notice given to the other party.

10. Miscellaneous:

- a. **Officials Not to Benefit:** No member of the Kent County Board of Commissioners, the Wyoming City Commission, the 62A District Court, or any other municipal official, except as otherwise provided for in accordance with this Agreement, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.
- b. **Entire Agreement:** This Agreement, together with any exhibits, shall constitute the entire agreement between the parties. Any prior understanding, representation or negotiation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- c. **Modification:** Any modification of this Agreement or additional obligation assumed by a party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or its authorized representative.
- d. **Partial Invalidity:** The partial invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.
- e. **Absence of Waiver:** The failure of a party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- f. **Assignment:** The rights and obligations of a party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity. The County may provide the services required under this Agreement using a subcontractor.

- g. No Third-Party Benefit: The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
- h. In the event of any dispute or difference of any kind whatsoever, arising out of or in relation to or in connection with the validity or invalidity, construction, execution, meaning, operation or effect, change of or breach of this Agreement, which cannot be settled by the contact persons for this Agreement, such dispute or difference shall be referred to the Parties' respective heads of administration (or equivalents) who shall meet together with a view to resolving the same within a period of not more than 30 days from the date of the submission. In the event that parties' respective heads of administration are unable to amicably resolve such dispute or difference within a reasonable time, the parties shall be free to pursue any and all available remedies at equity or law including binding or non-binding mediation if agreed to by both parties.
Pending resolution of such dispute or difference and without prejudice to their rights, the parties shall continue to respect all their obligations and to perform all their duties under this Agreement.

In witness whereof, each party to this Agreement has caused it to be executed on the date(s) indicated below.

County of Kent

By: _____
Mandy Bolter, Chair
Board of County Commissioners

Date: _____

Attest:

Lisa Posthumus Lyons

Approved as to Form:

Linda S. Howell
Corporate Counsel

City of Wyoming

By: _____

Date: _____

Attest:

Approved as to Form:

62A District Court

By: _____

Date: _____

Attest:

Approved as to Form:

EXHIBIT A

AGREEMENT FOR VETERANS TREATMENT COURT SERVICES

SERVICES PROVIDED BY 62A DISTRICT COURT

- Maintain compliance with the guidelines of the June 3, 2015 SCAO Administrative Memorandum (Transfers for Problem-Solving Court Program Supervision) and administer the same.
- Maintain compliance with the Veterans Treatment Court Standards, Best Practices and Promising Practices Manual.
- MCL 600.1210 states that each veterans treatment court shall collect and provide data on each individual applicant and participant and the entire program as required by the State Court Administrative Office. The information collected must include a minimum standard data set developed and specified by the State Court Administrative Office. In accordance with this act, the State Court Administrative Office has prepared minimum standard data sets. The minimum standard data sets include the minimum data that must be reported to the State Court Administrative Office on an annual basis with a copy provided to the Kent County Veterans Services Department.
- Prepare, execute and submit quarterly activity reports containing the following information (Exhibit A-1):
 - Docket size
 - Number of females
 - Number of males
 - Number of successful participant completions
 - Number of participants with in-program new arrest(s)
 - Number of participants with in-program new conviction(s)
 - Recidivism new arrests and/or conviction(s) post-program (within 12 months of completion)
 - Recidivism drug/alcohol use post-program (within 12 months of probation discharge)

EXHIBIT A-1

AGREEMENT FOR VETERANS TREATMENT COURT SERVICES

SERVICES PROVIDED BY 62A DISTRICT COURT

62A DISTRICT VETERANS TREATMENT COURT Quarterly status report for the quarter ended _____ Docket size _____
--

Docket size	
Number of females	
Number of males	
Number of successful participant completions	
Number of participants with military related mental illness or behavioral health issues	
Number of participants with in-program new arrest(s)	
Number of participants with in-program new conviction(s)	
Recidivism new arrests and/or conviction(s) post-program (within 12 months of completion)	
Recidivism drug/alcohol use post program (within 12 months of probation discharge)	

EXHIBIT A-1 CONTINUED

AGREEMENT FOR VETERANS TREATMENT COURT SERVICES

SERVICES PROVIDED BY 62A DISTRICT COURT

62A DISTRICT VETERANS TREATMENT COURT
Quarterly performance measures report for the quarter ended _____, 2020

Goals	Outcomes
Goal 1: At least 95% of program participants become recipients of mentoring program.	
Goal 2: At least 50% of program participants become mentors upon completion of program	
Goal 3: At least a 25% reduction in number of positive/aberrant urine drug screen, Scram, and interlock results from 2019 actuals	
Goal 4: At least a 15% increase in number of program participants over 2019 actuals	

RESOLUTION NO. _____

RESOLUTION TO APPROVE FINAL PAYMENT TO
MICHIGAN PAVING AND MATERIALS COMPANY
FOR THE 2018 STREET RESURFACING

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended City Council approve the final payment to Michigan Paving and Materials Company for the 2018 Street Resurfacing in the amount of \$133,480.30.
2. The project is now complete but additional work was required increasing the total by \$132,241.16.
3. Funds can be financed out of the capital improvement fund account no. 203-441-46300-972.510, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the final payment of \$133,480.30 to Michigan Paving and Materials Company for the 2018 Street Resurfacing.
2. 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 March 16, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report

Resolution No. _____

STAFF REPORT

Date: March 10, 2020

Subject: 2018 Street Resurfacing – Final Payment

From: Russ Henckel, Assistant Director of Public Works - Engineering

Date of Meeting: March 16, 2020

RECOMMENDATION:

It is recommended that the City Council approve final payment of \$133,480.30 to Michigan Paving and Materials Company for the 2018 Street Resurfacing.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming's annual resurfacing program restores street surfaces that have reached the end of their life cycle. This reduces maintenance costs and promotes safe and efficient vehicular travel for the residents of Wyoming. Well maintained street infrastructure adds to the economic strength of a community.

DISCUSSION:

On July 2, 2018, the City of Wyoming awarded a contract for the 2018 Street Resurfacing to Michigan Paving and Materials Company. The resurfacing program began in late summer of 2018 and was completed during the 2019 construction season. Quantities for various items were increased above the original bid amount adding \$132,241.16 (3.3%) to the original project total. Changes to the project that increased quantities include the following:

- Over 400 feet of storm sewer was found to be failing on Golden Street and Collingwood Avenue. Staff determined that these segments should be replaced to protect the investment being made in the street surface. The contractor performing the resurfacing work had the capability to replace the storm sewer and they had personnel and equipment already on site. The resurfacing contractor was able to quickly and efficiently replace the storm sewer and maintain the resurfacing schedule.
- Additional work was performed on Johanna Avenue, Martindale Avenue and Belfield Street to help alleviate drainage problems and repair a sink hole.
- Failing catch basins and leads were replaced on Denhertog Street.

BUDGET IMPACT:

Funds can be financed out of the capital improvement fund account no. 203-441-46300-972.510 but a budget amendment is necessary.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF
TRANSPORTATION FOR THE FROG HOLLOW/M-6 TRAIL CONNECTION PROJECT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended City Council authorize the Mayor and City Clerk to execute the attached City-State agreement.
2. The agreement outlines the rights and obligations of the Michigan Department of Transportation (MDOT) and the City of Wyoming for the construction of the Frog Hollow/M-6 Trail project.
3. The anticipated cost for Wyoming's share based upon the engineer's estimate is approximately \$13,500, which can be financed out of the major streets fund account number 202-441-46300-972.510.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor, Jack Poll, and City Clerk, Kelli VandenBerg, to execute the attached agreement with MDOT for the construction of the Frog Hollow/M-6 trail project, Contract #20-5076.

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 March 16, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: March 11, 2020

Subject: Frog Hollow/M-6 Trail Connection Project – City State Agreement

From: Russ Henckel, Assistant Director of Public Works - Engineering

Date of Meeting: March 16, 2020

RECOMMENDATION:

It is recommended that the City Council authorize the Mayor and City Clerk to execute the attached City State agreement with the Michigan Department of Transportation (MDOT) in the amount of \$13,500 for the construction of the Frog Hollow/M-6 Trail connection project.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming continually strives to maintain a network of streets and trails to promote safe and efficient travel for the residents of Wyoming. The addition of the Frog Hollow/M-6 connection trail will enhance the trail network and promote healthy lifestyle, exercise and alternative modes of transportation. The trail will be constructed to meet current standards and provide a low maintenance, high quality trail adding to the economic strength of our community.

DISCUSSION:

Wyoming was fortunate to receive a Transportation Alternatives Program (TAP) grant from MDOT for the construction of a new trail section connecting two regional trails. MDOT has submitted the attached City-State agreement outlining the rights and obligations of each party for the construction of the connector trail. Wyoming's share of the project based upon the engineer's estimate is \$13,500.

BUDGET IMPACT:

Funds are available in the major streets fund account number 202-441-46300-972.510.

TAP

DA

Control Section	TAU 41000
Job Number	205247CON
Project	20A0(478)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	20-5076

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Wyoming, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 12, 2020, attached hereto and made a part hereof:

Non-motorized path construction work from Frog Hollow Park/Highway M-6 Connection northerly to Metro Court; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

(2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

(3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

- B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
- C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$61,041, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow

use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or

threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections, and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control, or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



February 12, 2020

EXHIBIT I

CONTROL SECTION TAU 41000
JOB NUMBER 205247CON
PROJECT 20A0(478)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost \$74,500

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST \$74,500
Less Federal Funds* \$61,000
BALANCE (REQUESTING PARTY'S SHARE) \$13,500

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE RENTAL OF TRAFFIC CONTROL DEVICES FROM
GIVE 'EM A BRAKE SAFETY, LLC AND TO AUTHORIZE THE
MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended that the City Council authorize rental of traffic control devices from Give 'Em A Brake Safety, LLC using the Kent County Road Commission bid.
2. Funds are available in the water, sewer, major and local street rental account numbers 591-441-56200-940.000, 590-441-54200-940.000, 202-441-46300-940.000 and 203-441-46300-940.000

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize rental of traffic control devices from Give 'Em A Brake Safety, LLC.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 16, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Resolution No. _____

STAFF REPORT

DATE: February 25, 2020
SUBJECT: Bid Award – Rental of Traffic Control Devices
FROM: Brian Sarber, Traffic Safety Foreman – Traffic Department
Date of Meeting: March 16, 2020

RECOMMENDATION:

It is recommended that the City Council utilize the Kent County Road Commission bid for Rental of Traffic Control Devices and authorize the Mayor and City Clerk to sign a contract with Give ‘Em A Brake Safety, LLC to provide traffic control device rental services as noted on the attached contract documents for 2020 and 2021.

COMMUNITY, SAFETY, STEWARDSHIP:

City staff regularly perform maintenance activities in the roadways throughout the community. In order to ensure that City staff and the traveling public are safe during these activities, traffic staff manage most routine construction work zone safety measures. Occasionally, maintenance activities are too large for City traffic staff to effectively manage and an outside contractor with more resources is needed.

DISCUSSION:

On November 29, 2018, bids were received by the Kent County Road Commission for Rental of Traffic Control Devices. Give ‘Em A Brake Safety, LLC was the low bidder.

Give ‘Em a Brake Safety, LLC will provide a variety of traffic control device rentals that can be used for planned or emergency work. The contract provides that they respond to all requests for service within two hours of notification. It is expected that staff will utilize Give ‘Em a Brake Safety, LLC for large emergency water and sewer repair work or for planned road maintenance. Road maintenance, especially on major streets, is becoming increasingly hazardous. Utilizing the services of Give ‘Em a Brake Safety, LLC helps ensure that City staff are properly protected while performing repairs.

Since Give ‘Em a Brake Safety, LLC is located in Wyoming, mobilization for City work requires less travel and resources than Kent County work. Recognizing this, Give ‘Em a Brake Safety, LLC has agreed to reduce their mobilization charge from 17% or \$500.00 per truck/per load to a straight 13%.

It is expected that the City will spend approximately \$25,000 per year on rental of traffic control devices.

BUDGET IMPACT:

Sufficient funds are available in the water, sewer, major and local street rental accounts: 591-441-56200-940.000, 590-441-54200-940.000, 202-441-46300-940.000 and 203-441-46300-940.000.

ATTACHMENT:

Contract Documents

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN

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

"City" means the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, PO Box 905, Wyoming, MI 49509- 0905.

"Effective Date" means March 17, 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 Give-Em A Brake Safety, Inc, a Michigan corporation, 2610 Sanford Ave, SW, Grandville, MI 49418.

TERMS AND CONDITIONS

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

1. Contractor will supply services and items as detailed in the Proposal.
2. City will pay Contractor in accordance with the Proposal.
3. Contractor represents and warrants Contractor is complying with and will comply with the Standard Terms and Conditions.
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 City and Contractor.

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

CITY OF WYOMING

GIVE-EM A BRAKE SAFETY, INC.

By: _____
Jack A. Poll, Mayor

By: _____
[Signature officer, director or principal of Contractor]
Andy Dauksts, Outside Sales
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: March __, 2020

Date signed: March __, 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 contracts to which the City of Wyoming ("**City**") is a party ("**City Contract**") unless expressly modified in writing signed by the Mayor and City Clerk.
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 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 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 its principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have 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. Contractor is not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - D. Contractor is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Nondiscrimination.** Contractor 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. Contractor 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 of Contractor has not engaged in and will 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 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 City except as already disclosed in writing to City when submitting its proposal. Contractor will immediately notify 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 City, defend all actions against City or 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.** 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. **Manufacturer Information and Warranties.** Contractor will provide 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 City.
14. **Risk Allocation.** Contractor is solely responsible for (i) means and methods of the work under the City Contract, (ii) the conduct of its officers, employees, and other agents, and (iii) injuries or property damage occurring as a result of its work under the City

Contract. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against claims made by persons other than City as a result of Contractor's work under the City Contract. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or an order to pay any amount made or entered against City or City officers or employees as a result of Contractor's work under the City Contract.

15. Insurance. Contractor will carry the following insurance and if City requests, Contractor will provide to City copies of certificates of insurance, policies and endorsements.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$500,000 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.
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
General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and all its elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance City will be secondary and/or excess.

16. Records. Because City is a public entity that receives funds from other governmental agencies, 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 City's request, allow inspection, auditing and copying of all retained records.

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

18. Independent Contractor. Contractor is wholly independent of City and none of Contractor's personnel are 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 compensation and benefits to be provided Contractor's personnel for work under the City Contract. City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

**EXHIBIT B
Proposal**



2610 Sanford Ave Grandville, MI 49418
Ph. 616-531-8705 / Fx. 616-531-8703
Traverse City / Marquette / Saginaw / Jackson

Aaron,

Based on our conversations, Give 'Em A Brake Safety will honor the Kent County Road Commission contract #19-10 prices for the City of Wyoming. The mobilization charge will be changed to 13% of the total invoice for the City of Wyoming, other than that the contract pricing will be the same.

Andy Dauksts

KENT COUNTY ROAD COMMISSION BID BLANK

Tabulation of Bids for: **Contract #19-10: Rental of Traffic Control Devices, as required, on State Trunklines, Local and Primary Roads for three years – 2019, 2020, 2021**

Date: **November 29, 2018 8:30 AM**

Bidder	Give 'Em A Brake Safety		
<u>Traffic Control Device</u>	<u>Minimum Charge</u> <u>Each (1-12 days)</u>	<u>Daily Rental</u> <u>Each (13+ days)</u>	
a. Type III Barricade 8' w/2 steady burn lights	35.00	2.00	
b. Type II Barricade 2' w/1 light	7.00	0.50	
c. Traffic Sign to attach to barricade/drum	2.00	0.50	
d. Type II Plastic Drum - fluorescent sheeted w/lights	15.00	0.60	
e. Lighted Arrow Panel	no min	25.00 per day	
f. Traffic Cones 10# 28"	3.00	0.20	
g. Channelizer Cones 42" – fluorescent sheeted	10.00	0.35	
h. Construction/Traffic Sign w/supports, sand bags, & lights 16 square feet or greater	40.00	2.00	
i. Construction/Traffic Sign w/supports, sand bags, & lights less than 16 square feet	35.00	1.75	
j. Sign covers	25.00	1.00	
k. Pedestrian Type II (sidewalk) closure barricade	75.00	2.00	
	<u>Daily Rate</u>	<u>Monthly Rate</u>	<u>Yearly Rate</u>
	<u>Each (No Minimum)</u>	<u>Each (30 days)</u>	<u>Ea. 1/1-12/31</u>
l. Changeable message boards LED that provides maximum readability & remote programming capability	65.00	1500.00	6500.00
m. Truck mounted attenuators	350.00	4350.00	19,850.00
n. Trailer mounted attenuators	95.00	1650.00	4625.00
o. Portable traffic signals	195.00 set	5250.00 set	
p. Portable light towers	95.00	995.00	
<u>Mobilization Charge</u> 17 %	or 500.00 per truck/per load (whichever is greater)		

**Specifications for Contract #19-10:
Rental of Traffic Control Devices**

It is the intent of the Kent County Road Commission to contract for the rental of traffic control devices on road projects, as required, for three years - 2019, 2020, 2021.

General Specifications

- A.** Contractor shall comply with the Michigan Department of Transportation's 2012 "Standard Specifications for Construction" where applicable.
- B. Quantity:**
1. Quantity estimated - not to be construed as a minimum or maximum
 2. Scheduling will be arranged by the Director/Assistant Director of the Maintenance and Local Construction Division.
 3. Contractor must have available at all times equipment and labor to respond twenty-four hours a day, seven days a week, and to maintenance and emergency requests within two hours of notification.
- C. Locations:**
1. State trunklines
 2. Primary roads
 3. Local roads
- D. Traffic Control:**
1. Traffic control shall be in compliance with the minimum requirements set forth in Part VI of the current "Michigan Manual of Uniform Traffic Controls". This section is inclusive of traffic control requirements for equipment.
 2. Any questions on the subject should be directed to Kent County Road Commission Traffic Department - (616) 242-6923.
- E. Pricing Structure:**
1. The minimum charge for each traffic control device shall be for rental of device for up to twelve days of rental, whether rental is for one day, two days or twelve days, unless otherwise specified.
 2. A daily rental rate for each device will take effect on the thirteenth day.
 3. Included in the minimum and daily rental charge is the maintenance of traffic control devices within a construction site as required for an ongoing road project. Maintenance shall be performed in accordance with Section 812 of the 2012 "Standard Specifications for Construction".
 4. A mobilization fee for delivery/placing/picking up the traffic control devices shall be allowed to the contractor if he performs this work. The mobilization charge will be paid as a percentage of the rental bill. The mobilization charge is to be figured on the rental portion of the bill and will not include any damaged or missing equipment charges.

5. Pay Item Quantities or Hours, if an hourly rate contract, may be substantially decreased or increased depending on Legislative action taken on the jurisdictional changes to the highway system during the life of this contract. Unit prices or hourly rates as bid must apply for three years regardless of the final contract quantities. No additional compensation will be allowed for changes in the contract quantities.

F. Sub-contractors:

Not allowed without prior authorization from the Maintenance and Local Construction Division.

G. Inspection:

Traffic control devices and equipment will be inspected prior to award of contract.

H. Award of Bid:

Bids will be evaluated, but not limited to, the following:

- a. Pricing
- b. Responsiveness to the bid
- c. Equipment list
- d. Traffic control inventory/location
- e. References/experience

I. Insurance Requirements:

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Kent County Road Commission and its agents and employees from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of this Contract including claims, damages, losses and expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the fault, negligent acts, or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage loss or expense is caused in part by the parties indemnified hereunder. This obligation does not include an obligation to indemnify the parties, indemnified hereunder for their sole negligence and shall not be construed to negate or modify other rights or obligations of indemnity that otherwise exist as to the parties or persons described herein, arising out of and during the progress and to the completion of work all in accordance with Public Act 468 of 2012 and the 2012 Michigan Department of Transportation's "Standard Specifications for Construction", Division 1, paragraph 1.07.10 with the following minimum requirements:

Workman's Compensation Statutory Coverage

Bodily Injury and Property Damage Other Than Automobile:

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

Bodily Injury Liability and Property Damage Liability Automobile:
Bodily Injury Liability \$500,000 Each Person, Each Occurrence \$1,000,000
Property Damage Liability \$1,000,000 Each Occurrence

Combined Single Limit for Bodily Injury and Property Damage Liability
Each Occurrence \$2,000,000

Insurance Certificate declaring Kent County Road Commission as additional insured, not certificate holder, must be issued and shall become part of the contract.

2. Contractor shall maintain current up-to-date insurance coverage during the term of the contract and failure to do so shall result in termination of said contract.
3. Certificate must be submitted within fifteen days upon notification of award of Contract and prior to Contract signing.

J. Cancellation of Contract Provisions:

The Board shall have the right to cancel the Contract for non-performance: Should an inspection by the Board's designated representative reveal that the Contractor's work results in any non-acceptable condition of one or all specified areas:

The designated representative at the time of the **first** circumstance shall call for a meeting with the Contractor and/or issue a written warning of possible Contract termination should the condition continue.

If the condition should repeat itself a **second** time, written notice of termination shall be sent.

- K.** Submission of bid will be construed as a conclusive presumption that the Contractor is thoroughly familiar with the bid requirements and specifications and that he/she understands and agrees to abide by each and all of the stipulations and requirements contained therein.

- L.** "The KCRC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, or national origin in consideration for an award."

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Kent County Road Commission to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the Kent County Road Commission shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Kent County Road Commission may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Kent County Road Commission to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

- M.** Neither the Contractor nor his/her subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment, of any matter directly or indirectly related to employment because of his/her race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

Technical Specification

A. Traffic Control Devices:

1. In compliance with "Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and MDOT's "Standard Specifications for Construction".

2.	<u>Types</u>	<u>Minimum Quantity Available</u>
a.	Type III Barricade 8' w/2 steady burn lights	100
b.	Type II Barricade 2' w/1 light	500
c.	Traffic Sign to attach to barricade/drum	
d.	Type II Plastic Drum - Fluorescent sheeted w/lights	1000
e.	Lighted Arrow Panel	5
f.	Traffic Cones 10# 28"	1000
g.	Channelizer Cones 42" – Fluorescent sheeted	200
h.	Construction/Traffic Sign w/supports, flags, sand bags, and lights 16 square feet or greater	
i.	Construction/Traffic Sign w/supports, flags, sand bags, and lights less than 16 square feet	
j.	Sign Covers	
k.	Changeable message boards LED, to produce a sign that provides Maximum readability under all lighting conditions with remote programming capability.	5
l.	Truck Mounted Attenuators Units shall be test level 3 NCHRP 350 compliant	2
m.	Trailer Mounted Attenuators Units shall be test level 3 NCHRP 350 compliant	2
n.	Portable traffic signals	1 set
o.	Portable light towers	4

3. All lights must be delivered with brand new batteries. At end of first week of rental, contractor must submit a report weekly certifying equipment has been checked and maintained.
4. All orange construction signs shall be fluorescent or prismatic retroreflective sheeted.
5. All traffic control items shall meet NCHRP 350 specifications

6. Contractor shall assume and make all maintenance, repairs, and provide towing service that might be required on the Contractor's equipment to insure that all traffic control devices, and all other equipment, are in accordance with the MMUTCD at all times.
7. Type II plastic drums shall be sheeted with four each 6" fluorescent stripes.

B. Equipment:

Equipment used in placing/removing traffic control devices must have operational rotating amber lights and flashing arrow boards that are clearly visible and any other safety equipment as required for a safe operation.

NOTE: Questions concerning specifications should be directed to Jerry Byrne, Deputy Managing Director
- Operations at 616/242-6952.

11/9/18

K:\Purchasing\SPEC\TRAFCONT.SPE.doc

**Bid Form for Contract #19-10:
Rental of Traffic Control Devices**

<u>Traffic Control Device</u>	<u>Minimum Charge Each (1-12 days)</u>	<u>Daily Rental Each (13+ days)</u>
a. Type III Barricade 8' w/2 steady burn lights	\$ _____	\$ _____
b. Type II Barricade 2' w/1 light	\$ _____	\$ _____
c. Traffic Sign to attach to barricade/drum	\$ _____	\$ _____
d. Type II Plastic Drum - Fluorescent sheeted w/lights	\$ _____	\$ _____
e. Lighted Arrow Panel	\$ _____	\$ _____
f. Traffic Cones 10# 28"	\$ _____	\$ _____
g. Channelizer Cones 42" – Fluorescent sheeted	\$ _____	\$ _____
h. Construction/Traffic Sign w/supports, sand bags, & lights 16 square feet or greater	\$ _____	\$ _____
i. Construction/Traffic Sign w/supports, sand bags, & lights less than 16 square feet	\$ _____	\$ _____
j. Sign covers	\$ _____	\$ _____
k. Pedestrian Type II (sidewalk) closure barricade	\$ _____	\$ _____

	<u>Daily Rate Each (No Min.)</u>	<u>Monthly Rate Each (30 days)</u>	<u>Yearly Rate Ea. 1/1-12/31</u>
l. Changeable message boards LED that provides maximum readability & remote programming capability	\$ _____	\$ _____	\$ _____
m. Truck mounted attenuators	\$ _____	\$ _____	\$ _____
n. Trailer mounted attenuators	\$ _____	\$ _____	\$ _____
o. Portable traffic signals	\$ _____ set	\$ _____ set	
p. Portable light towers	\$ _____	\$ _____	

Mobilization Charge _____ %

<u>Charges for Damage/Missing</u>	<u>Damage Each</u>	<u>Missing Each</u>
a. Type III Barricade 8' w/2 steady burn lights	\$ _____	\$ _____
b. Type II Barricade 2' w/1 light	\$ _____	\$ _____
c. Traffic Sign to attach to barricade/drum	\$ _____	\$ _____
d. Type II Plastic Drum – Fluorescent sheeted w/lights	\$ _____	\$ _____
e. Lighted Arrow Panel	\$ _____	\$ _____
f. Traffic Cones 10# 28"	\$ _____	\$ _____
g. Channelizer Cones 42" – Fluorescent sheeted	\$ _____	\$ _____
h. Construction/Traffic Sign w/supports, sand bags, & lights 16 square feet or greater	\$ _____	\$ _____
i. Construction/Traffic Sign w/supports, sand bags, & lights less than 16 square feet	\$ _____	\$ _____
j. Sign Covers	\$ _____	\$ _____
k. Changeable message boards	\$ _____	\$ _____
l. Truck mounted attenuators	\$ _____	\$ _____
m. Pedestrian Type II closure barricade	\$ _____	\$ _____

Company Name _____

Charges for Damage/Missing

Damage Each

Missing Each

n. Trailer mounted attenuators	\$ _____	\$ _____
o. Portable traffic signals	\$ _____ set	\$ _____ set
p. Portable light towers	\$ _____	\$ _____

Can meet minimum quantity specification at all times _____

Can meet maintenance and emergency request within two hours at all times _____

Location of inventory _____

References of contracts for this type of service in 2017 & 2018:

_____	_____	_____
Agency/Contractor	Contact Person	Telephone #

_____	_____	_____
Agency/Contractor	Contact Person	Telephone #

Personal Contact:

Name _____ Pager Number _____ Cellular Phone Number _____

Nextel Number _____

Company Name _____

Address _____

Telephone Number _____ Fax Number _____

Email _____

Authorized Signature _____

written

typed/printed

Date _____

Federal Employer ID# _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT PROPOSALS FROM KENDALL ELECTRIC AND GRAYBAR
TO UPGRADE THE WASTE ACTIVATED SLUDGE PUMP ELECTRICAL EQUIPMENT

WHEREAS:

1. As detailed in the attached Staff Report, proposals were received to upgrade the Clean Water Plant's waste activated sludge pump electrical equipment.
2. It is recommended the City Council accept the proposal from Kendall Electric in the total estimated amount of \$22,557.60.
3. It is also recommended the City Council accept the proposal from Graybar in the total estimated amount of \$9,786.00.
4. Funds available in the Clean Water Plant capital outlay account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from Kendall Electric in the total estimated amount of \$22,557.60.
2. The City Council does hereby accept the proposal from Graybar in the total estimated amount of \$9,786.00.
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 March 16, 2020.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quotes

Resolution No. _____

STAFF REPORT

Date: March 10, 2020
Subject: Waste Activated Sludge Pump Electrical Equipment
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: March 16, 2020

RECOMMENDATION:

It is recommended that the City Council award the proposal as provided by Kendall Electric for \$22,557.60 and Graybar for \$9,786.00 to upgrade the Clean Water Plant's waste activated sludge pump electrical equipment.

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:

Waste activated sludge pumps are used at the Clean Water Plant to pump the solid residuals that are the byproduct of wastewater treatment. Building "P" utilizes six such pumps to move sludge from the final clarifiers to the centrifuges located in building "C" for thickening. Four of the six pumps run continuously and the remaining two serve as backup. Hence the plant's day-to-day operation is heavily dependent on this pumping technology. The existing pumps are of the centrifugal type and have required excessive routine maintenance and frequent impeller replacement resulting in high repair costs and expended man-hours.

In conjunction with the replacement of the waste activated sludge pumps, the electrical equipment powering the pumps must also be upgraded. Due to the new pumps requiring a larger motor, variable frequency drives (VFD) and associated electrical equipment must be replaced at the same time. The Clean Water Plant will purchase the six VFDs and associated electrical components, and plant staff will perform the installation.

Kendall Electric is the sole-source supplier of the Allen Bradley VFDs to which we have standardized both utility plants and was asked to provide a quote to retrofit the existing cabinet to meet the requirements of the larger pump motor. It is therefore recommended the City Council approve Kendall Electric's quote in the amount of \$22,557.60 for the VFDs necessary for this project.

Additionally, electrical components required to retrofit the VFD cabinets necessary to upgrade the waste activated sludge pumps were quoted by three electrical supply houses and they are as follows:

Graybar	\$9,786.00
Kendall Electric	\$13,812.04
Standard Electric Company	\$11,367.18

Due to each electrical supply house quoting the same electrical components, it is recommended that the City Council approve the low quote from Graybar in the amount of \$9,786.00.

BUDGET IMPACT:

Adequate funds exist in the Clean Water Plant capital outlay account #590-590-54400-986.444.



A MEMBER OF THE KENDALL GROUP

KENDALL ELECTRIC INC
 832 SCRIBNER AVE NW
 GRAND RAPIDS MI 49504-4490
 616-459-8327 Fax 616-459-8321

Sold To: 4713
 WYOMING (CITY OF)
 PO BOX 905
 WYOMING, MI 49509-0905

Ship To: 16473
 WYOMING (CITY OF) CLEAN WATER
 2350 IVANREST AVE
 WYOMING, MI 49418-3402

Quotation S108936560

Order Date: 02/24/20
 Terms: Net Due 30 Days
 Customer PO# _____ Release # _____
 RFQ
 Ordered By: DANIEL KLEINHEKSEL
 Phone: 616-261-3550

Warehouse	Ship Via	Freight Allowed	Account Manager	Inside Salesperson
EGDC	EGDC10	Out: No In: No	JASON HANCE, 1331-EGRS	MIKE SHILLINGER, 1325-ESCB
Cust Ln #	Order Qty	ID #	Description	Price / UOM
	6ea	13511	20BD022A0AYNANDO AB 15HP 480V 22 AMP DRV PF700 VECTOR *** TAXES NOT INCLUDED ***	3759.600/e
				Ext. Amount
				22,557.60
This quotation is an offer to sell you the goods described herein on the terms set forth above and, unless otherwise agreed in a signed writing, on our Terms and Conditions of Sale, available at www.kendallgroup.com/legal-notices or by calling 800-632-5422. An order of any goods listed in this quotation constitutes your acceptance of our Terms and Conditions of Sale. We object to any different or additional terms and reject any prior offers from you. Prices expire on, and are subject to change after, 03/25/2020. Wire, conduit & pipe pricing valid for 02/24/2020 only. Opened, special order or non-stock items may not be returnable.				Subtotal 22557.60 S&H CHGS TBD Sales Tax TBD
Amount Due				22557.60

Thank You - We Appreciate Your Business



2204 TURNER AVE NW
 GRAND RAPIDS MI 49544-2009
 Phone: 616-254-4371
 Fax: 616-451-9503

To: CITY OF WYOMING
 1155 - 28TH STREET SW
 WYOMING MI 49509
 Attn: DAN
 Phone: 000-530-7225
 Fax: 000-249-3486
 Email: Kleinhekseld@wyomingmi.gov

Date: 03/10/2020
 Proj Name: TCI
 GB Quote #: 0234918568
 Release Nbr:
 Purchase Order Nbr:
 Additional Ref#
 Valid From: 03/09/2020
 Valid To: 04/08/2020
 Contact: David Ecklesdafer
 Email: david.ecklesdafer@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

**Notes: MATERIAL HAS A 2 WEEK MFG LEAD ARO
 DIRECT SHIP PLUS FREIGHT**

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		6 EA	TCI LLC	KDRB2H	KDR DRIVE INPUT REACTOR 480V HIGH Z	\$158.85	1	\$953.10
GB Part #: 25060389 UPC #:								
200		6 EA	TCI LLC	HGP0020AW0S0 000		\$1,472.15	1	\$8,832.90
Total in USD (Tax not included):								\$9,786.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_Contract_Final_Executed.pdf

To: CITY OF WYOMING
1155 - 28TH STREET SW
WYOMING MI 49509
Attn: DAN

Date: 03/10/2020
Proj Name: TCI
GB Quote #: 0234918568

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_Contract_Final_Executed.pdf

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACTS
FOR RE-ROOFING AND CONCRETE REPLACEMENT

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Waste Activated Sludge Pumps	Hamlett Environmental Technologies Company	Bid price as shown on the attached staff report
Re-Roofing	Certified Building Solutions	Bid price as shown on the attached staff report
Concrete Replacement	A-1 Asphalt Inc.	Bid prices as shown on the attached staff report

2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract for re-roofing.
3. The City Council does hereby authorize the Mayor and City Clerk to execute the contract for concrete replacement.

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 March 16, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports

Contracts

Resolution No. _____

STAFF REPORT

Date: March 10, 2020
Subject: Waste Activated Sludge Pumps
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: March 16, 2020

RECOMMENDATION:

It is recommended that the City Council award the bid proposal as provided by Hamlett Environmental Technologies Co. for \$82,308.00 to upgrade the Clean Water Plant's waste activated sludge pumps.

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:

Waste activated sludge pumps are used at the Clean Water Plant to pump the solid residuals that are the byproduct of wastewater treatment. Building "P" utilizes six such pumps to move sludge from the final clarifiers to the centrifuges located in building "C" for thickening. Four of the six pumps run continuously and the remaining two serve as backup. Hence the plant's day-to-day operation is heavily dependent on this pumping technology. The existing pumps are of the centrifugal type and have required excessive routine maintenance and frequent impeller replacement resulting in high repair costs and expended man-hours.

The last segment of the 2019 centrifuge replacement project was to perform an evaluation of our dewatering process to determine the correct pump type for this application. This study was performed by the engineering firm Donohue & Associates and was concluded on December 31, 2019. Several pump types were considered based on system characteristics and evaluated against a variety of factors including performance, warranty, and maintenance costs. Donohue recommended replacement of the existing centrifugal pumps with Seepex progressing cavity pumps for this specific application. The Clean Water Plant will purchase the six progressing cavity pumps and plant staff will perform the installation.

Based on Donohue's recommendation of the Seepex progressing cavity pump, 28 invitations to bid were sent out to progressing cavity pump distributors and posted to the City's website. On Tuesday, February 25, 2020, six proposals were received as follows:

Hamlett Environmental Technologies Co.	\$82,308.00
Core and Main	\$84,745.56
Ferguson Enterprises LLC DBA Ferguson Waterworks	\$86,820.00
Fluid Process Equipment	\$86,862.00
Pelton Environmental Products, Inc.	\$89,382.00
MS Process Corp	\$98,400.00

Upon review of the bid documents received, Hamlett Environmental Technologies' bid was found to both meet the necessary bid specifications and to be the lowest bid. Therefore, it is recommended the City Council approve Hamlett Environmental Technologies' in the total estimated cost of \$82,308.00 for six progressing cavity pumps.

BUDGET IMPACT:

Adequate funds exist in the Clean Water Plant capital outlay account #590-590-54400-986.444.

STAFF REPORT

Date: March 4, 2020
Subject: Re-Roofing Project, CWP "E" Bldg.
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: March 16, 2020

RECOMMENDATION:

It is recommended that the City Council award the bid proposal as provided by Certified Building Solutions for re-roofing the Clean Water Plant "E" building. The cost of this work is \$60,390.00 with an additional amount of \$3,000 requested for contingencies.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of plant facilities contributes to their longevity, 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's "E" building currently utilizes a ballasted roofing system and houses critical electrical equipment and instrumentation. After experiencing repeated leaks resulting in costly roof repairs, Tremco Roofing was engaged by the City to perform a roof inspection and recommendation. As plant staff suspected it would, Tremco Roofing's report detailed various roof issues including peeling seams, punctures, and other entry points for moisture. The roof has outlived its 20-year life expectancy and is recommended to be replaced. To protect the critical equipment inside the building and reduce repeated repair costs, the roof will be replaced with a fully adhered EPDM roofing system including fall protection skylights and a 20-year warranty.

The work previously stated was competitively bid with specifications and drawings sent to forty-five requesting companies and made available via the City's web site. A pre-bid meeting was held at the Clean Water Plant on Thursday, February 13 with four qualified roofing contractors in attendance. On Tuesday, February 25, bids from three companies that attended the pre-bid meeting were received and are as follows:

Certified Building Solutions	\$60,390.00
Great Lakes Systems, Inc.	\$97,324.00
Quality Roofing Inc.	\$137,750.00

Upon review of the bid documents received, Certified Building Solutions was found to meet the necessary bid specifications and was also the lowest bid. Therefore, it is recommended the City Council approve Certified Building Solutions' bid for the amount of \$60,390.00 and \$3,000.00 to cover any contingencies that may arise during the project.

BUDGET IMPACT:

Adequate funds to cover the total cost of \$63,390.00 exist in the Clean Water Plant account #590-590-54400-986.444.

WYOMING CLEAN WATER PLANT RE-ROOFING CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the Wyoming Clear Water Plant Re-Roofing Project contract, a copy of which is attached as Exhibit A (the "RFP") and Contractor submitted the bid/proposal by the required date of February 25, 2020 and related required materials, a copy of which is attached as Exhibit B (the "Bid") that was selected by City

"Contract Documents" means this contract, the Bid, RFP including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

"Contractor" means Certified Building Solutions, LLC, a Michigan limited liability company, and subsidiary of East Muskegon Roofing and Sheet Metal Co., a Michigan corporation, of 1665 Holton Rd, Muskegon, MI 49445.

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor

By: _____
Jack A. Poll, Mayor

By: _____
Eileen Kanaar, Secretary

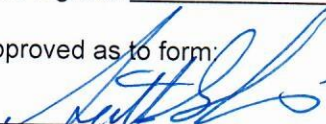
By: _____
Kelli A. VandenBerg, City Clerk

By: _____
Matthew Stellema, Project Manager

Date signed: _____, 2020

Date signed: _____, 2020

Approved as to form:



Scott G. Smith, City Attorney

EXHIBIT A

REQUEST FOR BIDS/PROPOSALS

The City of Wyoming, Michigan is requesting bids/proposals for the services or project generally referred to as:

RE-ROOFING A BUILDING

as more particularly described and detailed in the plans and specifications attached to this Request for Bids/Proposals (the "Work").

DUE DATE AND TIME

The City Clerk will receive bids/proposals for the Work submitted by the date and time stated below in accordance with this Request for Bids/Proposals:

Due date and time: **Tuesday, February 25, 2020, 11:00 A.M., local time**
Place: **Wyoming City Clerk's Office**
 Wyoming City Hall
 1155 28th Street SW
 PO Box 905
 Wyoming, MI 49509-0905

All bids/proposals must include the fully signed Bid/Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: "Bid/Proposal for Re-Roofing a Building."

Proponents are solely responsible for ensuring delivery by the required date and time. Any bid/proposal, even if in route by U.S. Mail or by courier service or if held by the U.S. Postal Service or a courier for pick-up by City staff, that is received in the Clerk's Office after the required date and time, will not be opened and will be returned to the bidder/proponent. **Bids/proposals will not be accepted by e-mail or other electronic delivery.**

PRE-BID MEETING

A pre-bid meeting – will X

will not be held.

If a pre-bid meeting will be held, attendance – is X

is not required.

If a pre-bid meeting will be held, it will be at:

Date and time: **Thursday, February 13, 2020, 1:00 P.M., local time**
Place: **City of Wyoming**
 Clean Water Plant
 2350 Ivanrest SW
 Wyoming, MI 49509

QUESTIONS, INTERPRETATIONS AND ADDENDA

Questions about or requests for interpretation of this request for bids/proposals, any of the plans and specifications, or any bid/proposal requirements **may be directed via e-mail to Kleinhekseld@wyomingmi.gov**. Questions will not be answered by phone or in other oral communication. Answers to questions that may be of general interest to bidders/proponents or interpretations will be posted on the City's website when issued. No questions or interpretations will be issued later than 4 days before the due date for bids/proposals.

As indicated above, if issued, addenda to the request for bids/proposals will be posted on the City's website up to 4 days prior to the due date for bids/proposals. Proponents are responsible for any addenda so posted. In addition, the City will endeavor to e-mail a copy of any addenda to potential proponents who notify the City's Purchasing Department of their desire so such communications at pur_info@wyomingmi.gov.

BID/PROPOSAL REQUIREMENTS

All bids/proposals shall remain valid for at least 90 days after submission.

If a proponent can clearly demonstrate an error in its bid/proposal, the proponent may be allowed to withdraw it prior to contract award. A written request to withdraw shall be delivered to the City's Purchasing Department prior to award.

All proponents are responsible for the following in preparing and submitting a bid/proposal:

1. Reviewing and being familiar with this request for bid/proposal and all plans and specifications, including any issued addenda and any interpretations, and attending any pre-bid meeting. Addenda to and interpretations of this request for bids/proposals will be posted on the City's website when issued. No addenda or interpretations will be issued later than 4 days before the due date for bids/proposals.
2. Reviewing the plans and specifications to determine if due to funding requirements, Davis-Bacon Act or other prevailing wage requirements, low and moderate income worker, women and minority owned business, Buy America, or other requirements apply.
3. Reviewing standard terms and conditions and, if provided, the contract that will be signed.
4. If applicable, being familiar with the Work site and Work site conditions.
5. In submitting a bid/proposal, the proponent accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.

ALL BIDS/PROPOSALS MUST:

1. Be typed or clearly printed in ink.
2. Be free of erasures or corrections except those initialed by the bidder/proponent.
3. Include the bid/proposal form and all other required forms fully completed and signed, including any detailed pricing information. Plans and specifications do not need to be returned with the bid/proposal.
4. Include the original signature(s) of one or more individuals authorized to bind the proponent:
 - A. The bid/proposal and bid bond (if required) must be signed by the proponent/surety with the complete, usual signature of the individual(s) authorized to bind the proponent/surety.
 - B. The title of each individual signing for the proponent/surety must be printed or typed.
 - C. The typed or printed name each individual signing for the proponent/surety must be provided.
 - D. Bids/proposals by partnership must be signed by one or more of the partners in the following manner: "*John Jones and James Smith, d/b/a Smith-Jones Company, by John Jones, a partner*".
 - E. Bids/proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president, other officer, or other person authorized to bind the corporation together with a copy of the corporate authorization for that person to sign.
 - F. Bids/proposals by a limited liability company shall be signed by the managing member.
 - G. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.
5. Include prices meeting the following requirements:
 - A. Prices should be stated in units of quantity specified in the plans, specifications and request for bid/proposal. In case of any discrepancy in determining the amount of the bid/proposal, the quoted unit price will govern.
 - B. A lump sum bid price shall be submitted for performing each phase of any Work specified in the plans and specifications as a turnkey project. Nothing shall remain to be purchased or supplied other than such items as are indicated in the plans and specifications. If any items, accessories or groups of items require to perform the work specified are not specifically indicated in the plans and specifications, it shall be the proponent's responsibility to furnish those items, accessories or groups of items, and include them in the lump sum bid price submitted.

- C. If the proposal is for professional or other services provided under a retainer and there are exceptions to what the retainer covers, those should be specifically stated. If the professional or other services are to be provided on an hourly basis, the hourly rate(s) should be specified and billing shall be in 1/10 hour increments. If the proposal is for a not-to-exceed amount, that shall be stated.
 - D. If the bid or proposal is for a fixed fee or not-to-exceed amount and is to be site visits, meeting attendance or other items are to be limited, that limitation shall be clearly stated.
 - E. If incidental costs are to be charged in addition to other amounts, those costs to be charged, including any multipliers and mark-ups should be clearly enumerated.
 - F. If travel costs are to be charged in addition to other amounts, the basis for such expenses shall be stated. The City reserves the right to pre-approve lodging, transportation, and other travel costs.
 - G. Bid prices for equipment, goods or other items must include all delivery charges.
6. If required by the specifications, include:
 - A. The manufacturer and/or model number(s) of specified equipment.
 - B. The warranties or guarantees provided for any work, equipment and other items.
 - C. The number of calendar days required for delivery of any equipment, goods or other items.
 7. Be in a sealed envelope labeled as required above.
 8. Include a cover letter that lists all enclosures.
 9. Include a proposed schedule for beginning and completing any Work in accordance with the plans and specifications. The schedule may propose specific dates or may be a timeline based on the date(s) of the contract award and notice to proceed. If the bid/proposal is only for the purchase of goods or equipment and does not include any Work, the delivery time is to be provided as stated in 6.C above.
 10. Identify any part of the specifications, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified. If modifications are requested, the bid/proposal must include the language for the requested modification.
 11. Include any required bid bond or other security required by the specifications.
 12. Include the names, addresses and other contact information for, and responsible contacts for each subcontractor or consultant the proponent will use for the Work. The City reserves the right to approve or disapprove of all or any subcontractors and consultants.
 13. If the bid/proposal is for Work (and not just for the purchase of goods or equipment), include a list and information for key personnel of the proponent who will be involved in the Work.
 14. If the bid/proposal is for Work (and not just for the purchase of goods or equipment), include a list of similar projects, services or work the proponent has provided within the last 5 years including:
 - A. The name(s) of the proponent's client(s) or customer(s),
 - B. A description of the work performed,
 - C. A description of the overall project,
 - D. The date(s) the proponent performed the work, and
 - E. The name(s), position(s), and contact information for one or more individual(s) familiar with the proponent's work for each client or customer.
 15. If the bid/proposal is for Work (and not just for the purchase of goods or equipment), include a detailed description of the proponent's experience, expertise, personnel, equipment and other capabilities for performing the work as required by the specifications.
 16. Identify and provide e-mail, telephone, and cell phone information for one or more of the proponent's personnel familiar with the bid/proposal and, if the bid/proposal is for Work (and not just for the purchase of goods or equipment), the proponent's work on similar endeavors who is authorized to speak for the proponent.

CONSIDERATION OF BIDS/PROPOSALS

BID OPENING AND TABULATION

Bids/proposals will be publicly opened and read immediately following the due date and time stated above. Bids/proposals will be tabulated by Wyoming City staff working in conjunction with any design professional or other consultant identified in the specifications or contract document(s).

CITY'S RESERVATION OF RIGHTS

The City reserves the rights to:

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of the proponent/contractor to comply with the specifications,
2. Reject any or all bids,
3. Waive any irregularities, nonconformities or technicalities of any bid,
4. Correct any bid during tabulation so a discrepancy in computing the amount of the bid is resolved by using quoted unit prices,
5. Review the experience, qualifications, and other information about any proponent and any identified subcontractor or consultant submitted as part of the bid/proposal,
6. Make inquiries of others about any proponent, any identified subcontractor or consultant, and any of their personnel,
7. Require background checks of the personnel of any proponent or identified subcontractor or consultant of any proponent to be undertaken at the expense of the proponent,
8. Negotiate with one or more selected proponent(s), and
9. Award the contract in a manner and to such proponent as deemed to be in the best interest of the City.

GENERAL DESCRIPTION OF CONSIDERATION PROCESS

Consideration of bids/proposals typically involves (i) review and tabulation of the bids/proposals and accompanying information, (ii) review of bid alternates and any provided samples, (iii) recommendation from the outside design professional (if identified in the plans and specifications), (iv) contacts of references and those for whom proponents have previously worked, (v) recommendation by the City Manager or the City Manager's designee (often a department director) to the City Council, (vi) finalization of contract documents with and the signature(s) of the recommended proponent, and (vii) City Council award of the contract. The City is not obligated to follow and may deviate from this typical process as deemed in the best interest of the City.

CONSIDERATION FACTORS

While contract price/cost is an important factor in consideration of any bid/proposal, (i) the proponent's experience and expertise, (ii) the proponent's reputation, (iii) previous City experience with a proponent, (iv) the experience, expertise, reputation, and previous City experience with the proponent's identified subcontractor's and consultants, and (v) other factors may be as or more important with respect to the award of any particular bid/proposal.

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to any contract awarded pursuant to the request for bids/proposals. By submitting a signed bid/proposal, the proponent is attesting it complies with and promises it will comply with these Standard Terms and Conditions, except to the extent the proponent's bid/proposal identifies any specification, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified and proposes specific modifications.

Because these are contract terms and conditions, the term "Contractor" is used to refer to the proponent to whom the contract is awarded.

1. Legal Compliance. Contractor, all Contractor's subcontractors, all Contractor's suppliers, all Contractor's consultants, and all of their respective personnel shall comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules and regulations.
2. Permits and Inspections. Unless the plans and specification or the submitted bid/proposal states otherwise, Contractor shall, without expense to the City, obtain all necessary licenses and permits required to lawfully perform the Work under the contract and shall furnish copies of those licenses and permits to the City prior to commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.
3. Grant Compliance. If state or federal grant funds are identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents has reviewed the grant agreement and (ii) it agrees to comply with any grant agreement terms and conditions that apply to the contract.
4. Qualifications. Contractor represents and promises that:
 - A. Contractor has and will maintain and any personnel engaged by Contractor (also including the personnel of any subcontractor or consultant) to provide services or perform the Work have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such Work in Michigan.
 - B. Neither Contractor nor any subcontractor or any of their respective principals, owners, officers, shareholders, key employees, directors, members or partners (i) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding the contract been convicted of or had a judgment against such person for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and (iv) has within 3-years preceding the contract had one or more public transactions (federal, state or local) terminated for cause or default.
 - C. If the contract is for a Community Development Block Grant (CDBG) or other federal and/or state funded project, Contractor and subcontractors are not listed on the United States Department of Housing and Urban Development (HUD) listing of debarred and suspended participants.
 - D. Contractor and all subcontractors are not on and will remain off the Federal Excluded Parties List ("EPLS"). If Contractor or any subcontractor is on the EPLS when signing or during the term of the contract, in addition to any other remedies to which it may be entitled the City may recover all moneys paid to Contractor, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.
 - E. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
5. Contractor and subcontractors may be required to obtain clearance or sign forms consenting to review by and clearance from state or federal agencies that enforce or review compliance with these requirements.
6. Diversity and Inclusion. Contractor and all Contractor's subcontractors, suppliers and consultants, will not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment, or matters related

to employment 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 particular job or position. "Sex" includes sexual orientation and gender identity or expression. "Gender identity or expression" means the perception by an individual or another 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 all Contractor's subcontractors, suppliers and consultants will comply with all 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 following website: <https://www.eeoc.gov/>).

7. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:
 - A. 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 contract; (ii) any act that creates an appearance of impropriety with respect to the award or performance of the 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 contract.
 - B. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal.
8. Contractor will immediately notify the City of any subsequently discovered violation of these standards.
9. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
10. Payment to Contractor.
 - A. Contractor and all its subcontractors, suppliers and consultants shall, before beginning the 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).
 - B. Payments to Contractor will be made in accordance with the contract and specifications. If no other terms are provided, payment of an invoice to the City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.
 - C. Payment disputes will be resolved as provided in the contract. If no other provisions apply, the City will pay the undisputed amount and the disputed amount will be held in a non-interest bearing account until the dispute is resolved.
11. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any such action.
12. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the plans, specifications or contract for call for the use, installation or acquisition for City use of any materials, equipment, supplies or other items:
 - A. Unless otherwise stated in the plans, specifications or proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.
 - B. Specifications in this request for bids/proposals are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid, they must be identified by manufacturer, stock number, and such other

information necessary to establish equivalency. The City shall be the sole judge of equivalency. Contractors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid/proposal.

- C. The City reserves the right to request samples. Contractor shall provide samples as requested to the City at Contractor's own expense within 10 days of bid opening. Samples will not be returned.
 - D. Contractor shall provide the City all manufacturer parts lists, assembly or maintenance information, and any other documents provided by the manufacturer or any items provided or installed under the contract, and shall ensure any warranties for such items are held by or assigned to the City.
 - E. If quantities are listed in this request for bids/proposals, the quantities are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.
 - F. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Bid prices shall be quoted delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid/proposal pricing unless otherwise specified in the bid or expressly stated in Contractor's proposal/bid.
 - G. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment or 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 laws, rules and regulations. Contractor shall retain and, upon request, provide the City copies of any required manifest or other disposal documentation.
13. Restoration. Unless the plans and specifications state otherwise, Contractor shall restore, without expense to the City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, the City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost the City incurs to do so from any amounts due Contractor.
14. Access to Work. City personnel, the City's design professional(s), and City representatives shall be allowed access to all parts of the work at all times and shall be furnished such information and assistance by the Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.
15. Taxes. The City is generally exempt from federal and state taxes, including state sales and use taxes, and a copy of its certificate of tax exemption can be requested by contacting the City Finance Department.
- A. Quotations must be separated to show the amount to be added for taxes of any kind if applicable.
 - B. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.
 - C. On construction projects state sales taxes are applicable on materials only.
16. Risk Allocation.
- A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.
 - B. Contractor shall hold the City and the City's officers and employees harmless from, indemnify for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City as a result of Contractor's Work under or performance of the contract. Contractor shall reimburse the City for or pay in the City's stead any costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of the contract.
 - C. For professional services contracts with a Michigan-licensed architect, professional engineer, landscape architect, or professional surveyor, Contractor's obligation under 16.B shall be limited as provided by section 1 of 1966 PA 165, MCL 691.991.

17. Insurance.

A. Unless otherwise provided in the specifications, Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence	Shall include an endorsement stating the following shall be <i>Additional Insureds</i> Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ <u>0</u> . Otherwise, such coverage may be used to meet liability limits as provided in the adjoining column.	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ <u>0</u> .	The City of Wyoming shall be "Named Insured" on said coverage. A thirty (30) day, ten (10) day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ <u>0</u> .	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
	members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ <u>0</u> .	If this policy is claims made form, then Contractor keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ <u>0</u> .	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All Risk form, and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

CANCELLATION

Policy(ies), as described above, shall be endorsed to state the following:
 "Thirty days, ten days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction, and/or material change shall be sent to: City of Wyoming, Purchasing Department, 1155 – 28th Street SW, P.O. Box 905, Wyoming, MI 49509-0905."

- B. Upon the City’s request, Contractor will provide to the City’s Purchasing Department copies of all certificates of insurance, policies and endorsements.
 - C. Contractor shall provide the City evidence that all subcontractors performing Work have the same types and amounts of coverage required of Contractor or that the subcontractors are included under Contractor’s policy(ies).
 - D. All insurance providers shall be rated “A” or better by the A.M. Best Company.
 - E. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the Work.
18. Bonds.
- A. Performance and payment bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement in the full amount of the contract price. Performance and payment bonds shall be in a form and substance reasonably acceptable to the City Manager and City Attorney. Such bonds shall be provided before any notice to proceed is issued.
 - B. If a bid bond is required, it shall be in the amount of 5.0% of the bid amount and in the form attached to the request for bids/proposals. The fully executed bid bond, with appropriate powers-of-attorney shall be submitted with the bid/proposal. As an alternative to the bid bond, the City will accept a cashier’s check to the City in the amount of 5.0% of the bid amount or an irrevocable standby letter of credit in the amount of 5.0% of the bid amount that is in a form and substance acceptable to the City Attorney.
19. Records. Because the City is a public entity and because it receives funds from other governmental agencies: (i) the City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan’s Freedom of Information Act generally requires that the City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 6 years after completion of the contract. Contractor shall, within 2 City business days of any City request, allow inspection, auditing and copying of all retained records.
20. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:

- A. No right or duty of Contractor under the contract may be assigned or delegated without the City's prior written consent.
 - B. The contract will be binding on Contractor's successors and permitted assigns.
 - C. No other individuals or entities are intended to be beneficiaries of the contract.
21. Independent Contractor. Contractor and all Contractor's subcontractors and consultants are wholly independent of the City and none of any of their 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 and is also responsible for the personnel of Contractor's subcontractors and consultants. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the contract. Except for payment of the contract price, the City has no responsibility to supervise, compensate or insure Contractor, Contractor's subcontractors or consultants or any of their personnel.
22. Disputes/Remedies. Unless the contract or specifications otherwise provide the following applies to any dispute about the bid/proposal, contract award, or any resulting contract:
- A. In case of Contractor's default, the City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances the City reasonable determines makes time of the essence and (ii) after at least written notice to Contractor with an opportunity to appeal the decision to the City Council at its next meeting.
 - B. Before filing any lawsuit, a party shall first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.
 - C. A party need not undertake the procedure provided in subsection 20.B if it has previously done so with respect to any noncompliance with the same contract provision.
 - D. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. By submitting a bid/proposal a proponent is agreeing to this jurisdiction and venue.
 - E. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.
23. General Terms.
- A. These terms and conditions may not be amended or modified except in writing signed by Contractor and the City. These terms and conditions shall not be affected by any course of dealing.
 - B. The captions are for reference and will not affect the interpretation of these terms and conditions.
 - C. The contract is made in Kent County, Michigan.
 - D. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.
 - E. Reference by office to any City officer includes that City officer's designee(s).

BID/PROPOSAL FORM

Bid/Proposal for Re-Roofing a Building

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached pricing sheet.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder/contractor a:

Woman Owned Company?

YES

NO

Minority Owned Company?

Section 3 Certified Contractor?

If yes, Duns #: _____

[Proponent's full name]

[Signature for proponent]

[2nd signature for proponent]

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: _____

[Proponent's street address]

[Proponent's business phone]

[City] [State] [Zip]

[Cell phone number(s) of person(s) signing for proponent]

[E-mail address(s) of person(s) signing for proponent]

[Proponent's form of business - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]

BID/PROPOSAL SPECIFICATIONS

Bid/Proposal for Re-Roofing a Building

1.01 SCOPE

- A. The City of Wyoming Clean Water Plant located at 2350 Ivanrest Ave., Wyoming, MI will be receiving bids for the re-roofing of the “E” building. The contractor will be responsible for all information required for the removal and disposal of the existing roof, and installation of an EPDM Roofing System as defined here within.
- B. A mandatory pre-bid meeting will be held as detailed. Each proposer shall personally examine the work site as well as the bid specifications contained herein, so as to arrive at a clear understanding of the work to be performed, the existing conditions of the premises, and to familiarize themselves with any conditions which may affect the carrying out of the work to be performed. In submitting a proposal, the proposer accepts full responsibility for his conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City for unanticipated difficulties encountered in performing the actual work.
- C. Firestone and Carlisle shall be approved EPDM Roofing System manufactures. The re-roofing bid shall meet the specifications contained herein. Any deviations or variations from the specifications contained herein shall be noted in a cover letter entitled “Exceptions to the Bid Specifications”, which shall be attached to and submitted with the proposal.

1.02 GENERAL NOTES

- A. Preceding job start up, contractor shall decide to his satisfaction that all specifications contained herein are workable.
- B. Contractor shall perform all work by competent, trained, and properly equipped personnel in strict accordance with good roofing practices and applicable industry standards.
- C. Contractor shall observe all published safety prevention policies and practices relating to application of roofing system and related work. All federal, state, and local codes shall be followed.
- D. Contractor shall follow application, safety, etc. information as published in the most current edition of the Firestone RubberGard EPDM Roofing System Technical Specifications.
- E. Contractor shall dispose of all materials properly.
- F. Contractor shall be responsible for asbestos abatement. The City hired Material Testing Consultants to perform an asbestos analysis on the existing roof. Six materials analyzed were analyzed and only the vent pipe flashing/tar (samples 501/502) contains asbestos (2% Chrysotile). Disturbance and disposal of building materials with asbestos content greater than 1% is regulated by the State of Michigan. Any Asbestos-Related Work must be conducted by trained and accredited asbestos workers. Material Testing Consultants full report can be found within this document.

WORK INCLUDED

Work under this section covers the installation of a new Fully Adhered EPDM roofing system on the City of Wyoming Clean Water Plant building “E”. In addition, contractor shall include all related items of work as noted herein or indicated on the drawings or otherwise required to complete the specified elements of work and provide the necessary warranties for this work.

- A. Remove and salvage existing roof safety railing and store onsite for re-installation after roofing work is complete.

- B. Tear off existing roof down to the existing concrete deck. Removal and disposal shall include gravel surface, built up roofing, rigid insulation, cants, flashing and counterflashing, wood blocking, and any other materials which may interfere with a complete and proper installation of the new roofing system.
- C. Furnish and install new average R=30 polyiso and tapered insulation to the deck in low rise adhesive
- D. Furnish and install new Fully Adhered 60 mil EPDM Roofing System
- E. Furnish and install new .40 mill prefinished aluminum drip edge to match removed edge.
- F. Coordinate the removal of abandoned equipment as shown on the plans, with owner or subcontractor. Include the installation of approved cover plates at the opening in the deck where equipment is abandoned.
- G. All existing skylights shall be removed and replaced with new Birdview insulated self-flashing thermal break fall resistant skylights. Equivalent skylights shall be subject to owner or owner representative approval.
- H. Seal water tight all existing penetrations.
- I. Re-install salvaged roof safety railing system.
- J. Membrane Manufacture 20-year water tight warranty. Upon completion and inspection and acceptance of the work furnish the roofing system manufacturers labor and material full system warranty for a period of 20 years.

1.04 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 for definition of terms related to roofing work not otherwise defined in the section.
- B. Firestone: Firestone Building Products Co., Headquarters, ., Carmel, IN 46032-5607
- C. American Society for Testing and Materials (ASTM): 1916 Race St., Philadelphia, PA 19103

1.05 SYSTEM DESCRIPTION

- A. Fully Adhered .060 non-reinforced EPDM elastomeric sheet roofing that is adhered to acceptable substrate with system manufacture's bonding adhesive or utilize self-adhered materials where possible. Color of roof material shall be black.

1.06 SUBMITTALS

- A. Product Data:
 - 1. Submit copies of Firestone Technical Information Sheets (TIS) for all products used on this project.
 - 2. Submit copies of Firestone Material Safety Data Sheets (SDS) for all products used on this project.
- B. Samples:
 - 1. Submit samples of roof membrane, Insulation, fasteners, sheet metal color samples and walkway pads.
- C. Application Information:
 - 1. Submit copy of job-related Firestone details including flashings, base tie-ins, roof edges, terminations, expansion joints, penetrations, drains, and any other relevant details.
 - 2. Submit latest application guide from the manufacturer detailing the installation of the products.
- D. Warranty: Submit warranty sample.
- E. Pre-Installation Notice:

1. Submit copy of Firestone Pre Installation Notice (PIN) that has been accepted and approved by Firestone.
- F. Drawings:
1. Submit manufacturers shop drawing for tapered insulation.
 - a. Shop drawings shall show complete layout of the tapered system and shall comply with the drainage patterns required. Only the manufacturer's tapered insulation shop drawings will be acceptable.
 - b. The responsibility of providing shop drawings for this project lies solely with the manufacturer of the tapered insulation system. Shop drawings by others will not be acceptable.
 - c. Shop drawings shall include: Outline of roof, location of drains, scuppers or gutters, profile of tapered insulation components, indications of minimum and maximum insulation thicknesses, and the average "R" value for the completed insulation system.
 - d. The roofing contractor shall verify all roof dimensions and drain locations and confirm same with the manufacturer.
 - e. Approved shop drawings shall be returned to the manufacturer before insulation is delivered to the jobsite.

1.07 QUALITY ASSURANCE

A. Manufacturer:

1. Company specializing in manufacturing the roofing membrane specified in this Section with ten years of manufacturing experience.
2. System supplier must have ISO 9002 certification.
3. Manufacturer must be able to provide the project with the membrane, Isocyanurate insulation, sheet metal and fasteners that is produced in their facilities. Rebranded products will not be accepted.

B. Applicator: choose level of qualifications here.

1. Shall be a current Firestone Master Contractor or equal by Carlisle.
2. Shall have a fully staffed office within 100 miles of the job site.
3. Shall have at least 10 years' experience in installing specified system.

1.08 REGULATORY REQUIREMENTS

- A. Conform to applicable local building code requirements. Underwriters Laboratories, Inc. (UL): Class (A) Fire Hazard Classification.
- B. Factory Mutual Corporation (FM): Roof Assembly Classification, FM Construction Bulletin 1-28, and 1-29 meeting minimum requirements of FM 1-90.

1.09 QUALITY INSPECTION/OBSERVATION

- A. Inspection by Manufacturer: Provide a final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer.
1. Technical representative shall not perform any sales functions.
 2. Contractor shall complete any necessary repairs required for issuance of warranty.

1.10 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original containers dry, undamaged, seals and labels intact and legible.
- B. Store all materials clear of ground and moisture with weather protective covering.
- C. Keep all combustible materials away from ALL ignition sources.

1.11 ENVIRONMENTAL REQUIREMENTS

- A. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice.
- B. Do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application. Consult Firestone Technical Specifications on cold weather application.

1.12 WARRANTY

A. Type/Term:

- 1. Provide (20) year, from date of substantial completion, Firestone Red Shield Roofing System Limited Warranty (Red Shield Warranty). Warranty shall include membrane, roof insulation and membrane accessories, sheet metal, for a complete full system warranty.

B. Coverage

- 1. Red Shield Warranty:
 - a. Limit of liability: No Dollar Limitation
 - b. Scope of coverage
 - c. Repair any leak in the Firestone EPDM Roofing System caused by the ordinary wear and tear of the elements, manufacturing defect in Firestone brand materials, and the workmanship used to install these materials.
 - d. Wind Speed shall be 72 mph.

PART 2 PRODUCTS

2.01 NAILERS FOR FLANGES AND ROOF ACCESSORIES

- A. Description: Structural Grade No. 2 or better Southern Pine, Douglas Fir or Exterior Grade plywood. All wood shall be pressure treated for rot resistance.
 - 1. Nailer width: Minimum 3-1/2 in. (nominal) wide or as wide as the nailing flange of each roof accessory.
 - 2. Nailer thickness: Thickness of roof insulation.
- B. Reference Standards:
 - 1. Southern Pines: PS 20; SPIB Grading Rules.
 - 2. Western Woods: PS 20; WWPA Grading Rules
 - 3. Plywood: PS 1; APA Grade Stamps.
 - 4. Pressure preservative treatment: AWPB LP2.

2.02 MANUFACTURERS - MEMBRANE MATERIALS

- A. Roofing System: Basis of design: Firestone Adhered single-ply membrane system: .060 LSFR elastomeric sheet roofing that is adhered to acceptable substrate with manufacturers bonding adhesive.
- B. Product Rubbergard SA Full Force Self Adhered EPDM Membrane.
- C. Approved Equals: Carlisle Syntec.

2.03 ELASTOMERIC SHEET ROOFING AND FLASHING MEMBRANE

- A. Description: Non-reinforced, cured, synthetic single-ply membrane composed of Ethylene Propylene Diene Terpolymer (EPDM) conforming to the following physical properties:
 - 1. Membrane Type: .060 LSFR SA Self Adhered Membrane

Property:	Specification:
Specific Gravity	1.15 +/- 0.05
Tensile Strength, Minimum, psi (Mpa)	1425 (9.8)
Elongation, Minimum, %	475
Tear Resistance, lbf / in (N / M)	210 (933)
Ozone Resistance, 166 hours @ 100 pphm @ 104°F with 50% extension	No Cracks
Heat Aging, 28 days @ 240°F	
Tensile Strength, Minimum psi (Mpa)	1415 (9.8)
Elongation, Minimum %	310
Brittleness Point, max., °F, °C	-49 (-45)
Water Absorption, change in weight after immersion in water for 166 hours @ 158° F, %	< 2.0
Tolerance On Nominal Thickness, %	+/- 10
Water Vapor Permeability, Perm-Mils	2.0

B. Reference Standards:

1. ASTM D4637-96: Standard Specification for EPDM Sheet used in single-ply roof membrane
2. ASTM D297: Methods for Rubber Products, Chemical Analysis.
3. ASTM D412, Die C: Test Methods for Rubber Properties in Tension.
4. ASTM D471: Test Methods for Rubber Property, Effect of Liquids.
5. ASTM D573: Test Method for Rubber, Deterioration in an Air Oven.

6. ASTM D624, Die C: Test Method for rubber property-Tear Resistance
7. ASTM D746: Test Method for Brittleness Temperature of Plastics and Elastomers by Impact.
8. ASTM D751: (Grab Method) Method of Testing Coated Fabrics.
9. ASTM D816: (Modified) Methods of Testing Rubber Cements.
10. ASTM D1149: Test Method for Rubber Deterioration, Surface Ozone Cracking in a Chamber.
11. ASTM D2240: Test Method for Rubber Property - Durometer Hardness.
12. ASTM E96: Test Methods for Water Vapor Transmission of Materials.

C. Product/Producer:

1. RubberGard® EPDM membrane by Firestone
2. Description: Cured, synthetic single-ply membrane composed of Ethylene Propylene Diene Terpolymer (EPDM) and reinforced with a polyester scrim conforming to the following physical properties:
3. Membrane Type: .060 LSFR or FULL FORCE SA 60 MIL

Property:	Specification:
Breaking Strength, Minimum, lbf (N)	240 (1067)
Elongation, Minimum, %	410
Tear Strength, Minimum lbf (N)	60 (267)
Ozone Resistance, 166 hours @ 100 pphm @ 104°F with 50% extension	No Cracks
Heat Aging, 28 days @ 240°F	275 (1223)
Breaking Strength, Minimum lbf (N)	300
Elongation, Minimum %	
Brittleness Point, max., °F, °C	-49 (-45)
Water Absorption, change in weight after immersion in water for 166 hours @ 158°F, %	< 2.0
Tolerance On Nominal Thickness, %	+/- 10
Water Vapor Permeability, Perm-Mils	2.0
Water Vapor Permeability, Perm-Mils	2.0

2.04 INSULATION PRODUCTS

POLYISOCYANURATE ROOF INSULATION

- A. Description: Roof insulation consisting of closed cell polyisocyanurate foam core and a perforated black glass reinforced mat laminated to the face.
 - 1. Thickness: 2 layers of 2.6" ISO Total for total of R=30 to meet Michigan Energy code unless otherwise specified.
 - 2. Nominal Size 48 in x 48 in., or 48 in x 96 in.
- B. Reference Standards:
 - 1. FS HH-I-1972/Gen.
 - 2. FS HH-I-1973/3.
 - 3. ASTM C 209 - Water Absorption.
 - 4. ASTM E 96-Water Vapor Transmission of Materials.
 - 5. ASTM D 1621 - Compressive Strength.
 - 6. ASTM D 1622 - Density
 - 7. ASTM D 2126 - Dimensional Stability.
 - 8. ASTM E 84 - Flame Spread.
- C. Product/Producer: ISO 95+ Polyisocyanurate Insulation by Firestone
- D. Insulation shall be installed in 2 layers with the joints staggered.
- E. A ¼" per foot tapered insulation system design will supplied by MWA.

INSULATION FASTENERS

- A. Description: Heavy duty threaded fastener with 3-coat waterborne fluorocarbon polymer coating and drill point tip capable of penetrating 20-gauge steel. Fastener shall meet minimum thread size of .260" and a 13 threads per inch. Length shall be sufficient to penetrate deck a minimum of ¾" for steel and 1" for wood and concrete. Structural concrete decks must be pre-drilled with a 7/32" carbide drill bit to a depth ½" deeper than the fastener engagement.
- B. Reference Standard: SAE 1022, Heat Treated
- C. Product/Producer: Heavy Duty (HD) fasteners by Firestone.
- D. Insulation Adhesive: Low-Rise two-part foam adhesive for adhering insulation to approved substrates and to subsequent layers of insulation.
- E. Product: Iso Spray, Iso Stick. Or approved equal.

2.05 ELASTOMERIC SHEET ROOFING SYSTEM COMPONENTS

A. Roof Flashing (Gravel Stops):

1. Description: Semi-cured 45 mil EPDM membrane laminated to 35 mil EPDM tape adhesive.
2. Product/Producer: QuickSeam™ Flashing by Firestone.

B. Elastomeric Uncured Flashing:

1. Description: Non-reinforced, self-curing, synthetic, single-ply flashing composed of Ethylene Propylene Diene Terpolymer (EPDM) conforming to the following physical properties as indicated by ASTM D4811-90 standard specification for Non-vulcanized rubber sheet used as roof flashing.

a. Nominal Thickness: .060 inch

Property:	Specification:
Thickness	0.055
Green Strength Modulus 100% @ 75°F(psi)	25-250
Elongation, (Ultimate), %	400
modulus 100% @ 122°F(psi)	12
Elongation (Ultimate) %	200
Shelf Stability: Modulus 100% at 75°F(psi)	250
Elongation, min, %	400
Vulcanizability: Tensile strength, min, (psi)	406
Elongation, min, %	400
Tensile Set: min, %	80
Dimensional Stability, max, %	+/- 10
Weatherability , no cracks or crazing	pass
Water Vapor Permeability, Perm-Mils	2.0

b. Reference Standards:

1. ASTM D412:Test Methods for Rubber Properties in Tension
2. ASTM D471:Test Methods for Rubber Property-Effect of liquids
3. ASTM D573:Test Methods for Rubber-Deterioration in Air oven
4. ASTM D624:Test Methods for Rubber Property-Tear Resistance
5. ASTM D1149:Test Method for Rubber Deterioration-Surface Ozone Cracking in a chamber
6. ASTM D1204:Test Method for Linear Dimensional Changes on a Non-rigid Thermoplastic Sheeting or Film at Elevated Temperatures

7. ASTM D2137: Test Methods for Rubber Property-Brittleness Point of Flexible Polymers and Coated Fabrics

2. Product/Producer:

- a. EPDM FormFlash™ flashing membrane by Firestone.

C. Lap Splice Tape:

- 1. Description: 35 mil EPDM-based, formulated for compatibility with EPDM membrane and high-solids primer.
- 2. Product/Producer: QuickSeam™ Splice Tape by Firestone.

D. Adhesive Primer:

- 1. Description: High-solids, butyl based primer formulated for compatibility with EPDM membrane & tape adhesive.
- 2. Product/Producer: QuickPrime™ by Firestone

E. Batten Covers:

- 1. Description: Cured 60 mil EPDM membrane laminated to 35 mil EPDM tape adhesive.
- 2. Product/Producer: QuickSeam™ Batten Cover by Firestone.

F. Splice Adhesive:

- 1. Description: Butyl-based, formulated for compatibility with EPDM membrane.
- 2. Product/Producer: RubberGard® Splice Adhesive by Firestone.

G. Bonding Adhesive:

- 1. Description: Neoprene-based, formulated for compatibility with EPDM membrane & a wide variety of substrate materials, including masonry, wood, and insulation facings.
- 2. Product/Producer: RubberGard® Bonding Adhesive by Firestone.

H. Pourable Sealer:

- 1. Description: 2-Part urethane, 2-color for reliable mixing.

I. Seam Plates, Batten Strips and Insulation Plates:

- 1. Description: Steel with a Galvalume® coating.
- 2. Reference Standard: Corrosion-resistant to meet FM-4470 criteria.

J. Termination Bar:

- 1. Description: 1.3" X 0.10" thick aluminum bar with integral caulk ledge.
- 2. Product/Producer: Termination Bar by Firestone.

- K. Low Rise Insulation Adhesive. Iso Stick, Iso Spray, or Jet Pack for adhering insulation to substrates and to subsequent layers of insulation.
- L. Daylighting Units: new fall resistant skylight by Birdview insulated self-flashing thermal break fall resistant skylights. Or equal as approved by owners rep, Sunwave or Velux by Firestone note if warranty coverage is included in the roof system warranty.
- M. Roof Walkway Pads:
 - 1. Description: EPDM Walkway Pads, 0.30" X 30" X 30" with EPDM tape adhesive strips laminated to the bottom.
 - 2. Product/Producer: QuickSeam™ Walkway Pads by Firestone.

PART 3 INSTALLATION

3.01 EXAMINATION

- A. Examine roof deck to determine that it is sufficiently rigid to support roofers and their mechanical equipment, and that deflection will no strain or rupture roof components or deform deck.
- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- C. Examine roof substrate to verify that it is properly sloped to drains.
- D. Start work with sealants and adhesives at 60° - 80° F.
- E. Fumes from adhesive solvents may be drawn into the building during installation through rooftop intakes. Appropriate measures must be taken to assure that fumes from adhesive solvents are not drawn into the building through air intakes.
- F. Remove existing roof system components as specified.
- G. The surface must be clean, dry, smooth, free of sharp edges, fins, loose or foreign materials, oil, grease and other materials that may damage the membrane, all roughened surfaces, which could cause damage, shall be properly repaired before proceeding.
- H. All surface voids of the immediate substrate greater than 1/4" wide must be properly filled with an acceptable insulation or suitable fill material.

3.02 PROTECTION OF OTHER WORK

- A. Protect metal, glass, plastic, and painted surfaces from adhesives and sealants.
- B. Protect neighboring work, property, cars, and persons from spills and overspray from adhesives, sealants and coatings and from damage related to roofing work.
- C. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trade.

3.03 MATERIAL STORAGE AND HANDLING

- A. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.
- B. Consult container labels and material Safety Data Sheets (MSDS) for specific safety instructions.
- C. Deliver materials to job site in their original containers as labeled by the manufacturer.

3.04 ROOF INSULATION APPLICATION: GENERAL

- A. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
- B. Seal deck joints, where needed, to prevent bitumen drippage.
- C. Lay roof insulation in courses parallel to roof edges.
- D. Neatly fit insulation to all penetrations, projections, and nailers. Insulation shall be fit tightly, with gaps not greater than 1/4". All gaps greater than 1/4" shall be filled with acceptable insulation. Under no circumstances shall the roofing membrane be left unsupported over a space greater than 1/4". Tapered insulation shall be installed around roof drains so as to provide proper slope for drainage. Miter roof insulation edges at ridge, valley and other similar non-planar conditions.
- E. When installing multiple layers of insulation, all joints between layers shall be staggered at least 6 in.

3.05 MEMBRANE PLACEMENT AND ATTACHMENT

- A. Beginning at the low point of the roof, place the Firestone RubberGard membrane without stretching over the acceptable substrate and allow to relax a minimum of 30 minutes before attachment or splicing.
- B. After making sure the sheet is placed in its final position, fold it back evenly onto itself so as to expose the underside.
- C. Sweep the mating surface of the membrane with a stiff broom to remove excess dusting agent (if any) or other contaminants from the mating surface.
- D. Apply Bonding Adhesive at about the same time to both the exposed underside of the sheet and the substrate to which it will be adhered so as to allow approximately the same drying time. Apply Bonding Adhesive so to provide an even and uniform film thickness. Do not apply bonding adhesive to areas that will be subsequently spliced.
- E. Allow Bonding Adhesive to flash off until tacky. Touch the Bonding Adhesive surface with a clean, dry finger to be certain that the adhesive does not stick or string. As you are touching the adhesive, pushing straight down to check for stringing, also push forward on the adhesive at an angle to ensure that the adhesive is ready throughout its thickness. If either motion exposes wet or stringy adhesive when the finger is lifted, then it is not ready for mating.
- F. Starting at the fold, roll the previously coated portion of the sheet into the coated substrate slowly and evenly so as to minimize wrinkles.
- G. Compress the bonded half of the sheet to the substrate with a stiff push broom.
- H. Fold the unadhered half of the membrane sheet back onto itself and repeat the bonding procedure to complete the bonding of the sheet.

3.06 MEMBRANE LAP SPLICING

A. General:

1. Position the sheet at the splice area by overlapping membrane 5 inches. Once the membrane is in place, mark the bottom sheet 1/2" to 3/4" from the edge of the top sheet every 4 to 6 feet. Tack the sheet back with Firestone QuickPrime at 5' centers and at factory splices or as necessary to hold back the membrane at the splicing area.
2. Remove excess amounts of dusting agent on the sheet and at factory splices using a stiff push broom. Stir Firestone QuickPrime thoroughly before and during use. Dip the QuickScrubber into the bucket of QuickPrime, keeping the QuickScrubber flat. Apply the QuickPrime using long back and forth type strokes with pressure along the length of the splicing area until surfaces become a dark gray in color. Apply QuickPrime to both surfaces at the same time to allow the same flash off time. Change the scrub pad each 200 feet of 3-inch field splice, or when the pad will no longer hold the proper amount of QuickPrime. Additional scrubbing is required at areas that may have become contaminated or have excess amounts of dusting agent, and at all factory splices.
3. Position the QuickSeam Splice Tape on the bottom sheet, aligning the edge of the release paper with the markings. Immediately roll the splice tape with a 3"-4" wide silicone or silicone sleeved steel hand roller or a short nap 3" paint roller.
4. When the QuickSeam Splice Tape has been installed for the entire splice length allow the top sheet to rest on top of the tape's paper backing. Trim the top sheet as necessary to assure that 1/8"-1/2" of the QuickSeam Splice Tape will be exposed on the finished splice.
5. To remove the paper backing from the tape, first roll back the RubberGard membrane sheet, then peel the paper backing off the QuickSeam Splice Tape by pulling against the weight of the bottom sheet at approximately a 45-degree angle to the tape and parallel with the roof surface. Allow the top sheet to fall freely onto the exposed QuickSeam Splice Tape. Broom the entire length of the splice as the release paper is being removed.
6. Roll the splice using a 1-1/2"-2" wide silicone or silicone sleeved steel hand roller, first across the splice, and then along the entire length of the splice.

3.07 MEMBRANE SECUREMENT

- A. Secure membrane at all locations where the membrane terminates or goes through an angle change greater than 2" in 12" except for round pipe penetrations less than 18" in diameter and square penetrations less than 4" square.
- B. Mechanically fasten Reinforced Perimeter Fastening Strips per Firestone recommendations.

3.08 FLASHING - PENETRATIONS

A. General:

1. If project is a Tear-off or Reroof, remove all existing flashings (i.e. lead, asphalt, mastic, etc.).
2. Flash all penetrations passing through the membrane.
3. The flashing seal must be made directly to the penetration.

B. Pipes, Round Supports, etc.

1. Flash with Firestone Pre-Molded EPDM Pipe Flashings where practical.

2. Flash using FormFlash when Pre-Molded EPDM Pipe Flashing is not practical.

C. Structural Steel Tubing:

1. Use a field fabricated pipe flashing detail provided that the minimum corner radius is greater than 1/4" and the longest side of the tube does not exceed 12". When the tube exceeds 12" use a standard curb detail.

D. Roof Drains:

1. If project is a Tear-off or Reroof remove all existing flashings, drain leads, roofing materials and cement from the existing drain in preparation for membrane and Water Block Seal.
2. Provide a clean even finish on the mating surfaces between the clamping ring and the drain bowl.
3. Taper insulation around the drain to provide a smooth transition from the roof surface to the drain. Use pre-manufactured tapered insulation with facer or suitable bonding surface to achieve slope. Slope shall not exceed Firestone recommendations.
4. Position the RubberGard membrane, then cut a hole for the roof drain to allow 1/2" -3/4" of membrane extending inside the clamping ring past the drain bolts.
5. Make round holes in the RubberGard membrane to align with clamping bolts. Do not cut the membrane back to the bolt holes.
6. Place Water Block Seal on top of drain bowl where the clamping ring seats below the membrane
7. Install the roof drain clamping ring and clamping bolts. Tighten the clamping bolts to achieve constant compression.
8. Replace broken parts or missing parts for a complete drain detail as required by the manufacturer.

E. Pipe Clusters and Unusual Shaped Penetrations:

1. Fabricate penetration pockets to allow a minimum clearance of 1" between the penetration and all sides.
2. Secure penetration pockets per Firestone Details
3. Fill penetration pockets with Pourable Sealer, so as to shed water. Pourable Sealer shall be a minimum of 2" deep.

F. Hot Pipes:

1. Protect the rubber components from direct contact with steam or heat sources when the in-service temperature is in excess of 180° F. In all such cases flash to an intermediate insulated "cool" sleeve per Firestone details.

G. Flexible Penetrations:

1. Provide a weathertight gooseneck set in Water Block Seal and secured to the deck.
2. Flash in accordance with Firestone Details.

H. Scuppers:

1. Remove existing scupper and provide a new welded watertight scupper or clean the existing scupper for reuse.
 2. Set welded watertight scupper in Water Block Seal and secure to the structure.
 3. Flash in accordance with Firestone Details.
- I. Expansion Joints:
1. Install as shown on roof drawings in accordance with Firestone details.

3.09 FLASHINGS – WALLS, PARAPETS, MECHANICAL EQUIPMENT CURBS, SKYLIGHTS, ETC.

- A. General:
1. Using the longest pieces practical, flash all walls, parapets, curbs, etc., a minimum of 8” high per Firestone Details.
- B. Evaluate Substrate:
1. Evaluate the substrate and overlay per Firestone specifications as necessary.
- C. For Tear-off or Reroof projects:
1. Remove loose or unsecured flashings.
 2. Remove mineral surfaced or coated flashings.
 3. Remove excessive asphalt to provide a smooth, sound surface for new flashings.
- D. Complete the splice between flashing and the main roof sheet with Splice Adhesive before adhering flashing to the vertical surface. Provide lap splices in accordance with Firestone Details.
- E. Apply Bonding Adhesive at about the same time to both the flashing and the surface to which it is being bonded so as to allow approximately the same flash off time. Apply Bonding Adhesive in a uniform coating.
- F. Allow Bonding Adhesive to flash off until tacky. Touch the Bonding Adhesive surface with a clean, dry finger to be certain that the adhesive does not stick or string. While touching the adhesive, pushing straight down to check for stringing, also push forward on the adhesive at an angle to ensure that the adhesive is ready throughout its thickness. If either motion exposes wet or stringy adhesive when the finger is lifted, then it is not ready for mating. Flash off time will vary depending on ambient air conditions.
- G. Roll the flashing into the adhesive evenly and carefully so as to minimize wrinkles.
- H. Ensure proper contact of flashing by brooming in place.
- I. Provide termination directly to the vertical substrate as shown on roof drawings.
- J. Install T-Joint covers at field and flashing splice intersections as required by Firestone.
- K. Install intermediate flashing attachment as required by Firestone Specifications and Details.

3.10 FLASHING - ROOF EDGE METALS

- A. Furnish and install new Edge metal that meets ANSI/SPRI ES-1 Certification as required by IBC and Michigan Code. Edge metal shall be included in the warranty by the roofing system. Edge metal may be Snap on type or stripped in as required by the specifications. Minimum 24 GA Kynar Coated standard colors selected by the owners rep. Product Anchorgard or Equal.
- B. Apply QuickPrime to the metal edging and membrane as described in Firestone Specifications.
- C. Place the roll of QuickSeam Flashing on the roof a few feet ahead of the application starting point, positioned so that it unrolls from the top of the roll. Remove approximately 2'-3' of release paper and apply to the metal flange and RubberGard membrane. Lap adjacent rolls of QuickSeam Flashing a minimum of one inch.
- D. With a 2"-3" wide silicone or silicone sleeved steel hand roller, roll the QuickSeam Flashing ensure proper adhesion. Additional attention must be given to factory splice intersections and to any change in plane.
- E. Apply 6" length of QuickSeam Flashing, a QuickSeam Joint Cover, or 6"x6" FormFlash to the inside edge of the QuickSeam Flashing at all overlaps.
- F. Apply 6" length of QuickSeam Flashing, a QuickSeam Joint Cover, or 6"x6" FormFlash at all intersections between the QuickSeam Flashing and field fabricated splices.
- G. Where QuickSeam Flashing will not completely cover the metal flange, an additional piece of QuickSeam Flashing must be applied to the metal edge laps. Apply Seam Edge Treatment at the intersections of the flashing sections.

3.11 TEMPORARY CLOSURE

- A. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.

3.12 ROOF WALKWAYS

- A. Install walkways at all access points to the roof and around all rooftop equipment that may require maintenance.
- B. Layout Firestone RubberGard Walkway Pads so that the flat surface is over the completed RubberGard membrane, spacing each pad a minimum of 1" and a maximum of 3" from each other to allow for drainage.
- C. If the installation of Firestone RubberGard Walkway Pads over field fabricated splices or within 6" of a splice edge cannot be avoided, flash in the splice using QuickSeam Flashing prior to installing the walkway pad. The QuickSeam Flashing shall extend beyond the walkway pad a minimum of 6" on either side.
- D. Remove the release paper. Turn the walkpad over and place it in the QuickPrime.
- E. Walk on the pad to press in place assuring proper adhesion.
- F. If loose laid pavers are used for walkways. Adhere a layer of RubberGard membrane beneath them to isolate them from the roofing membrane. Protection layers must extend a minimum of 2" beyond the paving stone.

3.13 SHEET METAL WORK

- A. Install Firestone sheet metal as shown on roof drawings.
- B. Follow current industry guidelines for installation or Firestone requirements, whichever is more stringent.

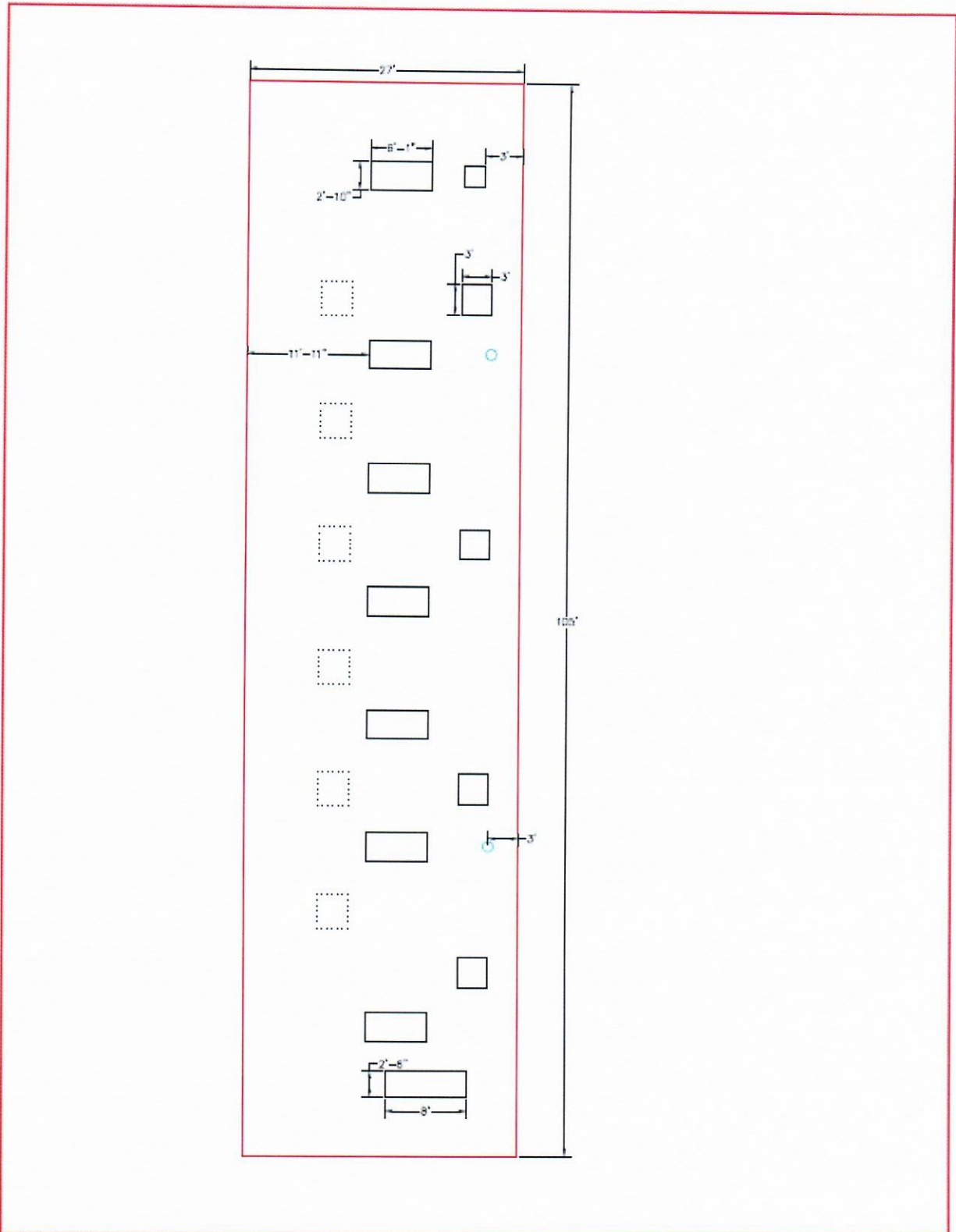
3.14 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed as required by the manufacturer

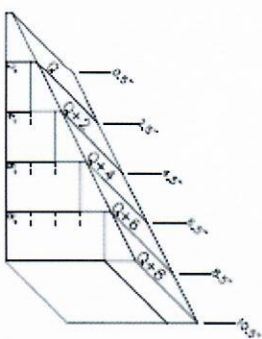
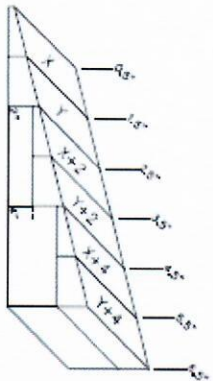
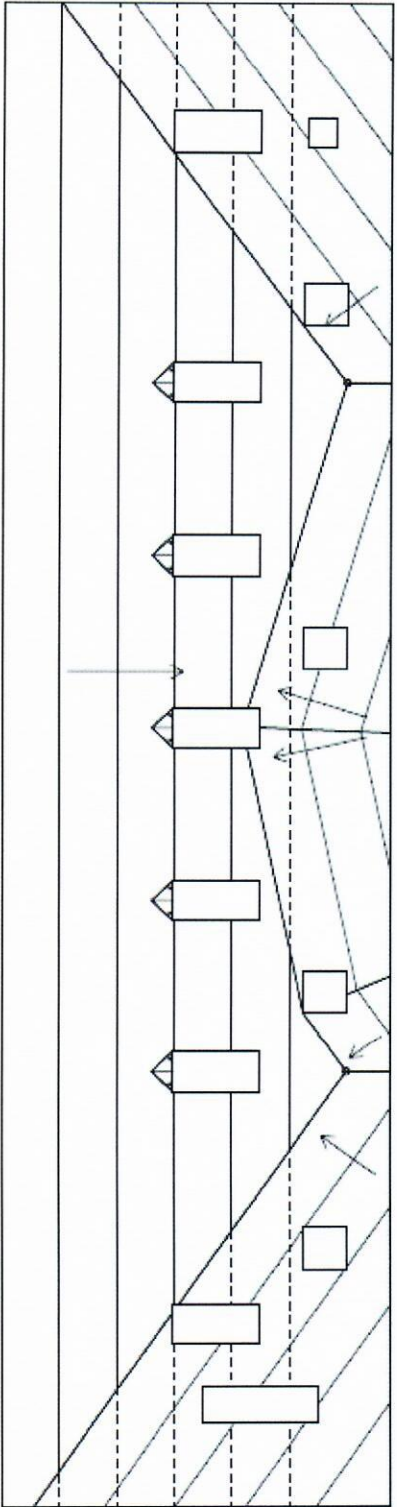
- B. Correct identified defects or irregularities.
- C. The project shall be 100% completed within 45 days of the date of the issuance of the purchase order for the project. Liquidated damages in the amount of \$100.00 per day will be assessed by the City and deducted from the amount due the successful bidder at the time of final payment in the event the project is not completed within the aforementioned time period.
- D. The Wyoming Clean Water Building “E” building must remain in operation during the installation period.
- E. It shall be the contractor’s responsibility to protect the furnishings, inventory, and occupants at the City of Wyoming Clean Water Plant from damage during the installation period.

3.15 CLEAN-UP

- A. Clean all contaminants from building and surrounding areas.
- B. Cleanup and removal of all debris resulting from the existing roof removal and new roof installation.
- C. Removal and disposal of specified existing rooftop equipment.
- D. Remove trash, debris, equipment from project site and surrounding areas.
- E. Repair or replace damaged building components or surrounding areas to the satisfaction of the building owner.



	<p>3000 CENTENNIAL DR. STE 2 WELAND, MI 48092 PHONE (810)451-2361 FAX (810)451-2365</p>	<p>PROJECT NAME Wyoming Clean Water Building - ROOF PLAN</p> <p>NOT TO SCALE</p>	<p>GENERAL NOTES</p>
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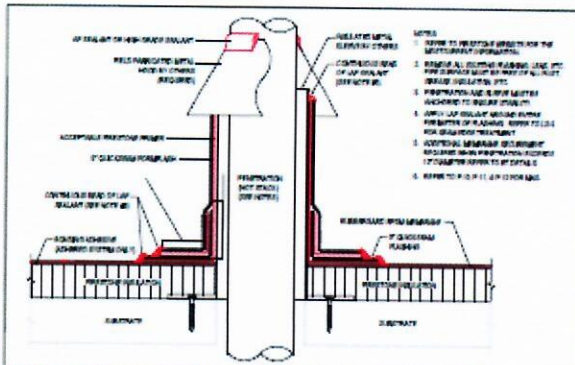
19-MI-5369 VERSION 1

TAPERED ISO QUOTATION
 SKETCH

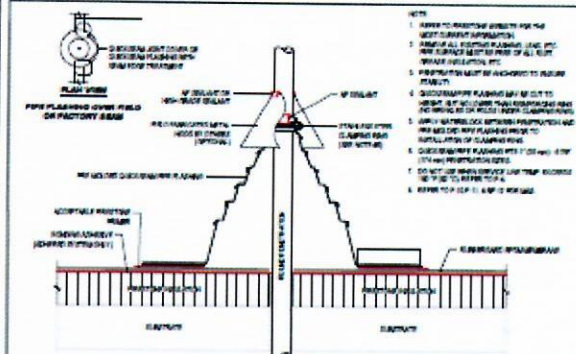
NOT TO SCALE

MWA
 3900 CENTENNIAL DR. STE 0
 MIDLAND, MI 48622

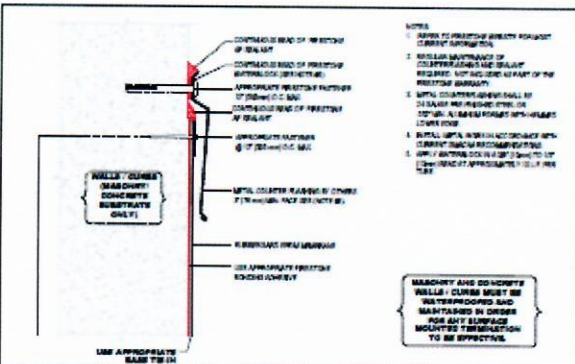
Firestone
 THE BEST
 NOBODY COVERS YOU BETTER.



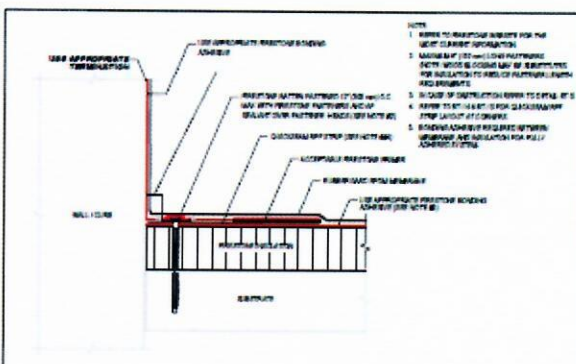
Firestone Firestone Building Products	Parapet/Interior Edge (Detail) with Metal Flashing and Finishing	MINIMUM HEIGHT: 2' Clear	DETAIL NO: P-4
	www.firestone.com customerservice@firestone.com Firestone Building Products One Firestone Blvd. Tempe, AZ 85284 1.800.451.4545	174-0000000 0000000000 0000000000 0000000000	0000000000 0000000000 0000000000 0000000000



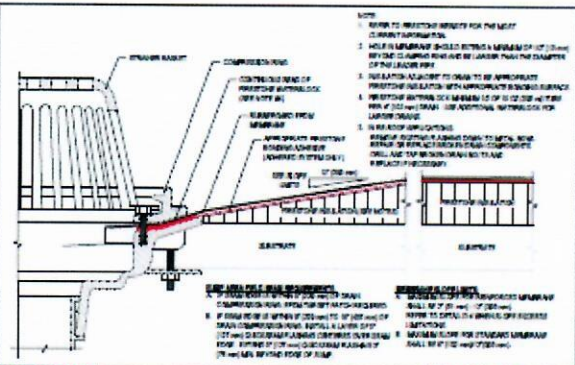
Firestone Firestone Building Products	Parapet/Interior Edge (Detail) with Metal Flashing and Finishing	MINIMUM HEIGHT: 2' Clear	DETAIL NO: P-1
	www.firestone.com customerservice@firestone.com Firestone Building Products One Firestone Blvd. Tempe, AZ 85284 1.800.451.4545	174-0000000 0000000000 0000000000 0000000000	0000000000 0000000000 0000000000 0000000000



Firestone Firestone Building Products	TERMINATION WITH SURFACE-MOUNTED COUNTERFLASHING	MINIMUM HEIGHT: 2' Clear	DETAIL NO: T-5
	www.firestone.com customerservice@firestone.com Firestone Building Products One Firestone Blvd. Tempe, AZ 85284 1.800.451.4545	174-0000000 0000000000 0000000000 0000000000	0000000000 0000000000 0000000000 0000000000



Firestone Firestone Building Products	ROOF EDGE WITH SURFACE-MOUNTED METAL FLASHING	MINIMUM HEIGHT: 2' Clear	DETAIL NO: BT-3
	www.firestone.com customerservice@firestone.com Firestone Building Products One Firestone Blvd. Tempe, AZ 85284 1.800.451.4545	174-0000000 0000000000 0000000000 0000000000	0000000000 0000000000 0000000000 0000000000



Firestone Firestone Building Products	ROOF DRAIN	MINIMUM HEIGHT: 2' Clear	DETAIL NO: D-1
	www.firestone.com customerservice@firestone.com Firestone Building Products One Firestone Blvd. Tempe, AZ 85284 1.800.451.4545	174-0000000 0000000000 0000000000 0000000000	0000000000 0000000000 0000000000 0000000000



3000 CENTENNIAL DR STE 2
MELAND, MI 48842
PHONE (800)451-2881 FAX (989)488-2385

PROJECT NAME
Wyoming Clean Water
Building

NOT TO SCALE

GENERAL NOTES
Details



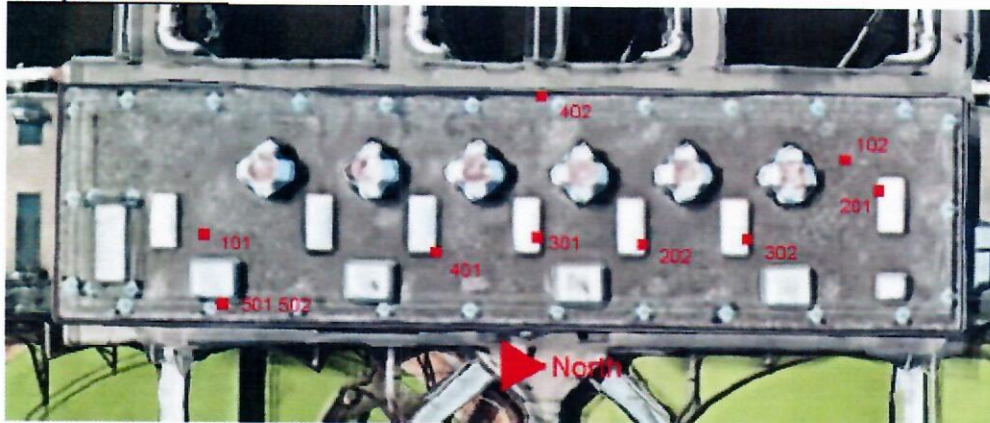
Report by: Allan Howland, Sr. Environmental Project Professional

Sampled by: Tyler Thoms on 12-5-19

Analyzed by: EMSL Analytical, Inc. by EPA Method 600/R-93/116 by PLM on 12-10-19

Summary and Recommendations: Six materials analyzed. Of the six materials, only the vent pipe flashing/tar (samples 501/502) contains asbestos (2% Chrysotile). Disturbance and disposal of building materials with asbestos content greater than 1% is regulated by the State of Michigan. Any Asbestos-Related Work must be conducted by trained and accredited asbestos workers.

Sample Locations:



Lab Test Results:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
101-Rubber Membrane 19192009-0001	Rubber membrane roof, black	Black Non-Fibrous Homogeneous		100% Non-Fibrous (Other)	None Detected
101-Roofing 19192009-0004	Rubber membrane roof, black	Black Fibrous Heterogeneous	60% Cellulose	40% Non-Fibrous (Other)	None Detected
102 Rubber Membrane 19192009-0002	Rubber membrane roof, black	Black Non-Fibrous Homogeneous		100% Non-Fibrous (Other)	None Detected
102-Roofing 19192009-0004	Rubber membrane roof, black	Brown/Black Fibrous Heterogeneous	60% Cellulose	40% Non-Fibrous (Other)	None Detected
201 19192009-0003	Skylight caulk, black	Black Non-Fibrous Homogeneous		100% Non-Fibrous (Other)	None Detected
202 19192009-0004	Skylight caulk, black	Black Non-Fibrous Homogeneous		100% Non-Fibrous (Other)	None Detected
301 19192009-0003	Skylight caulk, white	White Non-Fibrous Homogeneous		100% Non-Fibrous (Other)	None Detected
302 19192009-0004	Skylight caulk, white	White Non-Fibrous Homogeneous		100% Non-Fibrous (Other)	None Detected
401 19192009-0007	Roof flashing and tar on	Black Non-Fibrous Homogeneous		100% Non-Fibrous (Other)	None Detected
402 19192009-0008	Roof tar on edge of roof, black	Black Non-Fibrous Homogeneous		100% Non-Fibrous (Other)	None Detected
501 19192009-0009	Vent pipe	Gray/Black Non-Fibrous Homogeneous		98% Non-Fibrous (Other)	2% Chrysotile
502 19192009-0010	Flashing and Tar	Gray/Black Non-Fibrous Homogeneous		98% Non-Fibrous (Other)	2% Chrysotile

PRICING SHEET

Bid/Proposal for Re-Roofing a Building

State bid price as per the specifications included herein. Bid price shall include all delivery charges. \$ _____

State the brand/model of shingle bid (required): _____

State warranty on labor (required): _____

State warranty on shingles (required): _____

State bid price to replace bad or rotted plywood decking if necessary \$ _____ / 4'x8' sheet

The City may consider the following option:

State bid price to install ice and water shield on entire roof area \$ _____

List three locations where bidder has installed roofing on a similar structure:

Structure type _____ Date _____

Location _____ Contact _____

Structure type _____ Date _____

Location _____ Contact _____

Structure type _____ Date _____

Location _____ Contact _____

**EXHIBIT B
 BID/PROPOSAL FORM**

Bid/Proposal for Re-Roofing

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached pricing sheet.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder/contractor a:

Woman Owned Company?

YES

NO

Minority Owned Company?

Section 3 Certified Contractor?

If yes, Duns #: _____

Certified Building Solutions LLC

[Proponent's Complete Business Name]

a subsidiary of East Muskegon Roofing and Sheet Metal Inc.

[If Proponent is DBA Include Full Proponent DBA Here]

Eileen Kanaar
[Signature for proponent]

Matthew Stellema
[2nd signature for proponent]

Eileen Kanaar Sec.
[Printed name and title of person signing]

Matthew Stellema Proj. Mgr.
[Printed name and title of 2nd person signing]

Date signed: 2-25-2020

1665 Holton Rd.
[Proponent's street address]

231-744-2461
[Proponent's business phone]

Muskegon, MI 49445
[City] [State] [Zip]

231-206-7160
[Cell phone number(s) of person(s) signing for proponent]

mstellema@certifiedbuildingsolutions.com
[E-mail address(s) of person(s) signing for proponent]

Corporation Michigan
[Proponent's form of business - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]

BID/PROPOSAL SPECIFICATIONS

Bid/Proposal for Re-Roofing

PRICING SHEET

Bid/Proposal for Re-Roofing

A lump sum bid price shall be submitted for performing the work specified herein as a turnkey project. If any items, accessories or groups of items require to perform the work specified are not specifically indicated herein, it shall be the bidder's responsibility to furnish said items, accessories or groups of items, and include them in the lump sum bid price submitted.

State bid price as per the specifications included herein. . \$ 60,390.00

State the brand/model (required): Firestone Fullforce EPDM 60mil

20 year 72mph Red Shield

Reminder: All warranties must be included with bid/proposal

List three locations where bidder has installed roofing on a similar structure:

Structure type Lakeshore MS. Address: 900 Cutler St. Grand Haven, MI

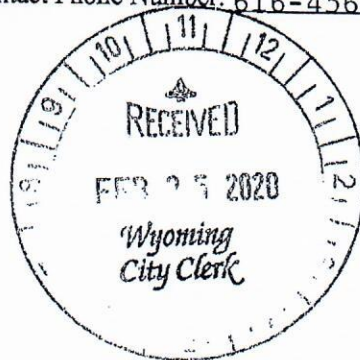
Contact Name Owen-Ames-Kimball Contact Phone Number: 616-456-1521

Structure type White Pines Elem. Address: 1400 S. Griffin St. Grand Haven, MI

Contact Name Owen-Ames-Kimball Contact Phone Number: 616-456-1521

Structure type Griffin Elem. Address: 1700 Griffin St. Grand Haven, MI

Contact Name Owen-Ames-Kimball Contact Phone Number: 616-456-1521





Liberty Mutual Surety
 Attention: LMS Claims
 P.O. Box 34526
 Seattle, WA 98124
 Phone: 206-473-6210
 Fax: 866-548-6837
 Email: HOSCL@libertymutual.com
 www.LibertyMutualSuretyClaims.com

**The Ohio Casualty Insurance Company
 BID OR PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, Certified Building Solutions LLC

of 1665 Holton Road, Muskegon, MI 49445

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Boston, Massachusetts (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Wyoming

of 1155 28th Street SW, Wyoming, MI 49509

(hereinafter called the Obligee) in the penal sum of Five Percent of Bid Amount

Dollars 5% of Bid Amount lawful money of

the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated February 25, 2020 for Wyoming Clean Water Plant - Roofing

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: February 25, 2020

Certified Building Solutions LLC

Principal

By: Eileen Kanoo

The Ohio Casualty Insurance Company

By: Timothy A. Mikolajewski

Timothy A. Mikolajewski

(Attorney-in-fact)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: Certified Building Solutions LLC
Agency Name: Waterstone Insurance Agency Bond Number: BID-0002685
Obligee: City of Wyoming
Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Mikolajewski in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 25th day of February, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

FIRESTONE WARRANTY GENERAL TERMS, CONDITIONS, AND LIMITATIONS



Warranty No:
Project No:
Start Date:

Building Identification:
Building Address:
Building Owner:
Installing Contractor:

Subject to the terms, conditions, and limitations set forth herein, Firestone Building Products Company, LLC, an Indiana limited liability company ("Firestone"), provides the Building Owner ("Owner") named above with this Limited Warranty for the Firestone provided System(s) or Material(s) set forth herein. This Limited Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that inconsistencies exist between the General Terms, Conditions, and Limitations listed below and the Terms, Conditions, and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Payment Required. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes (regardless of wind speed), tornadoes, microbursts, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Materials or which impair the System's or Material's ability to perform properly; Failure by Owner to use reasonable care in maintaining the System or Materials. Said maintenance to include, but not be limited to, those items listed in the current version of the Firestone Owner's Manual available at www.firestonebpc.com; Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, or the failure of wood nailers to remain attached to the structure; Construction generated moisture, condensation or infiltration of moisture in, from, through or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals or the reactions between them; Alterations or repairs to the System or Materials that are not completed in accordance with Firestone specifications, not completed by a Firestone-licensed applicator and/or completed without proper notice to Firestone Warranty Services; The design of the System: Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure. Such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by the regular spray of either salt or fresh water; Failure of any non-Firestone brand materials used in the System or Installation not specifically accepted in writing by Firestone to be included in warranty coverage; or, Change in building use or purpose.

Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation or repairs to the System or Materials, excluding ballast or pavers accepted by Firestone or overburden specifically included in subsequent pages of this Limited Warranty.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Firestone's written approval.

Access. During the term of this Limited Warranty, Firestone's designated representatives or employees shall have free access to the Installation location for inspection, audit, or repair purposes during regular business hours. In the event that access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the System or Materials that are due to delays associated with said restrictions.

Waiver & Severability. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

Disputes. Any dispute, controversy or claim between Owner and Firestone concerning this Limited Warranty, or relating to any Material supplied or specifically required by Firestone, shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Firestone do not resolve the dispute, controversy or claim in mediation, Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding or claim other than in the state and federal courts located in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Firestone from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED, OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

Firestone
Firestone Building Products

Firestone Building Products Company
200 4th Avenue South • Nashville, TN 37201
800-428-4442 • firestonebpc.com

1001.002.2019

**FIRESTONE RED SHIELD™ ROOFING SYSTEM
LIMITED WARRANTY**



Warranty No:
Project No:
Start Date:

Building Identification:
Building Address:
Building Owner:
Installing Contractor:

Roof Area Warranted

Red Shield – Material Type – XX Years – 72 MPH

Square Footage: XXXXX

Firestone Building Products Company, LLC, an Indiana limited liability company ("Firestone"), warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions, and Limitations set forth herein, provide labor and material during the warranty period indicated above to repair any leak in the Firestone Roofing System ("System") caused by deterioration in the Firestone brand materials due to: (1) normal weathering, (2) manufacturing defects, or (3) workmanship in the application of the System.

TERMS, CONDITIONS, AND LIMITATIONS

Products Covered. The System shall mean only the Firestone branded roofing membranes, Firestone branded roofing insulations, Firestone branded roofing metal, and other Firestone branded roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator. Any materials not manufactured or supplied by Firestone are not covered under this Red Shield™ Roofing System Limited Warranty ("Limited Warranty").

Notice. In the event that a leak occurs in the System, Owner must give notice to Firestone Warranty Services in writing or by telephone within thirty (30) days of the occurrence of the leak. By so notifying Firestone, Owner authorizes Firestone or its designee to investigate the cause of the leak at its option.

Investigation. Should the investigation reveal that the leak is excluded under the Terms, Conditions, and Limitations set forth herein, Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Owner is responsible for completing repairs not covered by this Limited Warranty to be made at Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by Owner to make these repairs in a reasonable manner using a Firestone-licensed applicator and within sixty (60) days shall render this Limited Warranty null and void.

No Dollar Limit (NDL). If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions, and Limitations set forth herein, Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak. There is no dollar limit placed on the cost to repair a warranted leak.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future, if a leak or damage is caused by: Hail; Winds of peak gust speed at or in excess of 72 MPH calculated at ten (10) meters above ground using available meteorological data (all associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements); Storage of materials or equipment on the roof not specifically accepted in writing by Firestone; Damage to the roof incurred during breach, rupture or failure of any building envelope component during a flood or wind event not covered under warranty; or, Failure to give proper notice as set forth in paragraph above.

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Firestone.

Alteration. Owner shall notify Firestone in writing upon making any alterations to the System, or installing any structures, fixtures, or utilities on or through the System after installation, including, but not limited to, Photovoltaic (PV) Arrays, Garden Roofs, Decks, Patios, and areas intended for public access. Failure to obtain Firestone's approval for a roof modification, or failure to provide required documentation, shall render this Limited Warranty null and void.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC
By:

Authorized
Signature:

SAMPLE

Title:

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

Firestone

Firestone Building Products

1003.002.2019

STAFF REPORT

DATE: March 4, 2020
SUBJECT: Bid Award – Concrete Replacement
FROM: Jodie Theis, Public Services Supervisor
Date of Meeting: March 16, 2020

RECOMMENDATION:

The Public Works Department recommends that the City Council approve the Concrete Replacement bid from and the contract with A-1 Asphalt Inc., and authorize the Mayor and City Clerk to sign the contract. Unit prices are included on the attached bid tabulation and are for calendar year 2020.

COMMUNITY, SAFETY, STEWARDSHIP:

The Public Works Department replaces concrete on the City's streets, curbs, drives, sidewalks and other infrastructure that has been damaged by weather, degradation or utility failures throughout the year. The use of a subcontractor to perform some of the concrete replacement assists Public Works staff in providing quicker repairs.

DISCUSSION:

On Tuesday, March 3, 2020, the City received two bids for concrete replacement. Invitations to bid were sent to 68 bidders, and bid specifications were picked up by four potential bidders. The low bid for Areas 2 and 3 was received from A-1 Asphalt Inc.

For Area 2, the unit pricing for 30" curb and gutter is an increase of 22% from last year's unit price. The unit price for 30" gutter pan is an increase of 29% from last year's unit price. The unit price for 4" sidewalk is an increase of 17% from last year's unit price. The unit price for 4" drive approach is an increase of 27% from last year's unit price. The unit price for 8" commercial sidewalk is an increase of 7% from last year's unit price. The unit price for 8" commercial drive approach is an increase of 7% from last year's unit price, and the unit price for removal of concrete is an increase of 15% from last year's unit price.

In Area 3, which was done by a different contractor than Area 2 last year, the unit pricing for 30" curb and gutter is a decrease of 22% from last year's unit price. The unit price for 30" gutter pan is a decrease of 31% from last year's unit price. The unit price for 4" sidewalk is a decrease of 17% from last year's unit price. The unit price for 4" drive approach is a decrease of 33% from last year's unit price. The unit price for 8" commercial sidewalk is a decrease of 2% from last year's unit price. The unit price for 8" commercial drive approach is a decrease of 10% from last year's unit price, and the unit price for removal of concrete is a decrease of 19% from last year's unit price.

The cost of concrete replacement is anticipated to be approximately \$275,000 for work performed during the 2020 calendar year.

BUDGET IMPACT:

Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-930.000, 203-441-46300-930.000, 590-441-54200-930.000, 591-441-56200-930.000, 591-441-56700-930.000 and 591-441-57400-930.000.

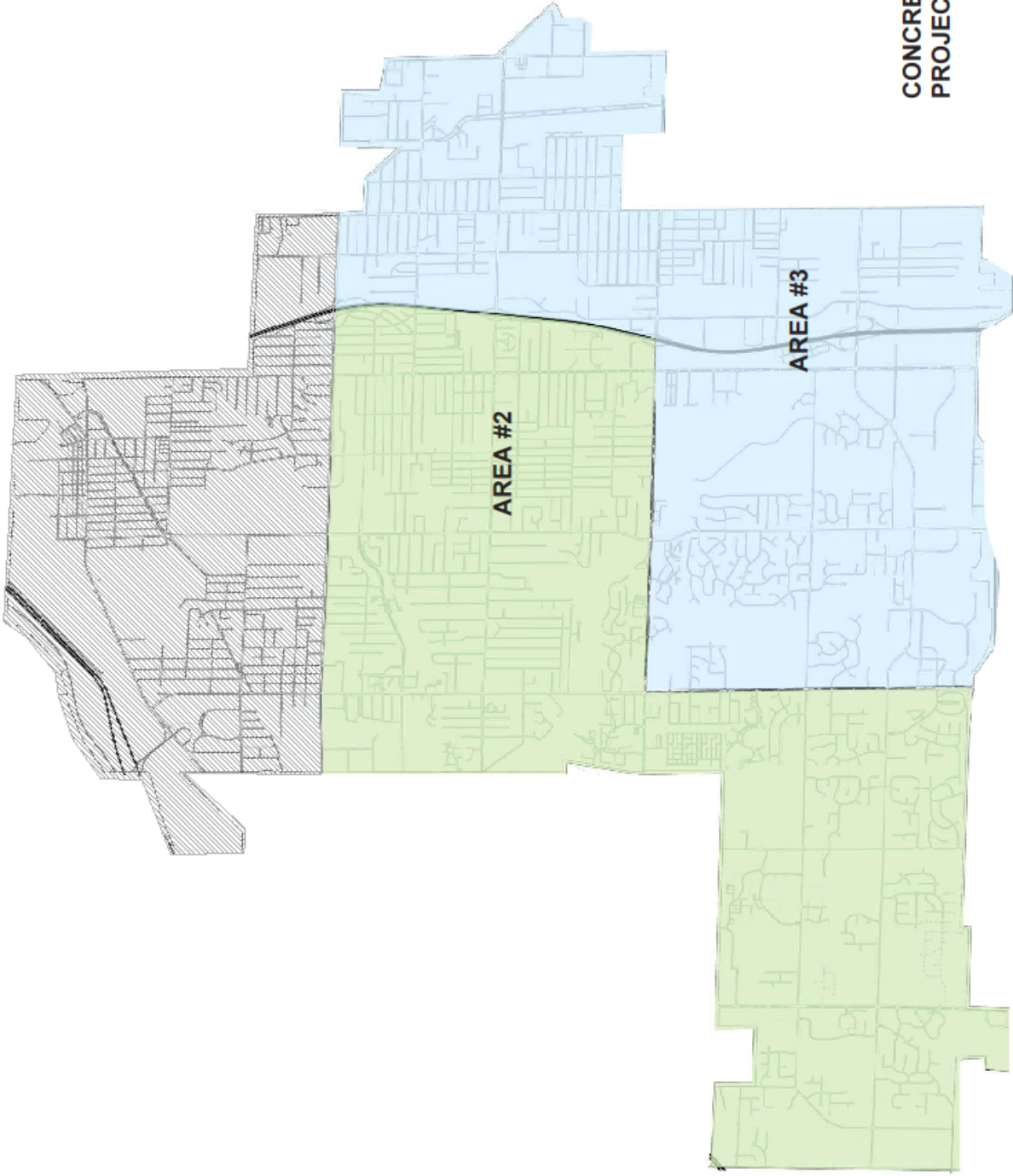
BID TABULATIONS:

CITY OF WYOMING, MICHIGAN TABULATION OF BIDS ON BID #1819, CONCRETE REPLACEMENT Opened By <u>City Clerk</u> On <u>March 3, 2020</u> At <u>11:00 a.m. o'clock</u>					
Pay Item		Estimated Quantities	Cost per Unit	A- 1 Asphalt	Epic Excavating
AREA #2	30" Curb and Gutter	110	\$/LF	\$ 45.00	\$ 56.00
	30" Gutter Pan	30	\$/LF	\$ 45.00	\$ 60.00
	4" Concrete Sidewalk	2,300	\$/SQ. FT.	\$ 7.27	\$ 9.00
	4" Concrete Non- Reinforced	550	\$/SQ. FT.	\$ 8.27	\$ 11.50
	8" Commercial Sidewalk	50	\$/SQ. FT.	\$ 11.77	\$ 14.50
	8" Commercial Drive Approach	50	\$/SQ. FT.	\$ 11.77	\$ 15.50
	Remove Concrete	350	\$/SQ. FT.	\$ 27.00	\$ 35.00
AREA #3	30" Curb and Gutter	125	\$/LF	\$ 45.00	\$ 56.00
	30" Gutter Pan	60	\$/LF	\$ 45.00	\$ 60.00
	4" Concrete Sidewalk	1,550	\$/SQ. FT.	\$ 7.27	\$ 9.00
	4" Concrete on- Reinforced	2,200	\$/SQ. FT.	\$ 8.27	\$ 11.50
	8" Commercial Sidewalk	415	\$/SQ. FT.	\$ 11.77	\$ 14.00
	8" Commercial Drive Approach	120	\$/SQ. FT.	\$ 11.77	\$ 15.00
	Remove Concrete	475	\$/SQ. FT.	\$ 27.00	\$ 35.00
Maximum # of Areas to Maintain				2	2
Preferred Area				BOTH	BOTH
# of Additional Working Days (If necessary)				0	TBD
No Bids Received From: Cole Concrete, Kent Home Services					

ATTACHMENT:

Project Map

**CONCRETE REPLACEMENT
PROJECT MAP**



CONTRACT FORM

Page 1 of 2

This Contract Form must be signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance and other required documents, the City Mayor, Clerk and Attorney will sign this contract form. A copy will be provided to the Contractor.

City Standard Contract for CONCRETE REPLACEMENT

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

"Contract Documents" means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

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

"Contractor" means:

AI ASPHALT INC.

LEGAL NAME OF COMPANY

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

CORPORATION - STATE OF MI.

FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed

WYLAND
CITY

MI
STATE

49348
ZIP CODE

"Effective Date" means the day after the date the Contract is approved by the City Council and the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Bid Documents.
2. City will pay the Contractor in accordance with the Bid Documents.
3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

CONTRACT FORM, CONTINUED

Page 2 of 2

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: _____

Approved as to form:

Scott G. Smith, City Attorney

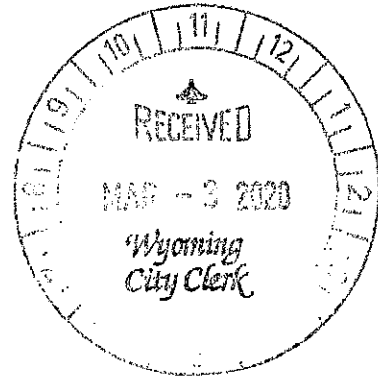
Contractor

By: David L. Wilson
Signature of Bidder

DAVID L. WILSON
Printed Name of Bidder

ESTIMATOR
Title

Date signed: 3-2-2020



ORDINANCE NO. 10-20

ORDINANCE TO AMEND THE CODE OF ORDINANCES BY AMENDING SECTION
34-3 TO ADOPT THE INTERNATIONAL FIRE CODE, 2018 EDITION, BY
REFERENCE TOGETHER WITH CERTAIN AMENDMENTS AND APPENDICES

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 34, section 34-3 of the Code of the City of Wyoming, Michigan, is amended to read as follows:

Sec. 34-3. – Adoption of International Fire Code.

(a) The International Fire Code, 2018 Edition, published by the International Code Council, Inc. together with its Appendices B, D, F, I, and N, is adopted by reference. A complete copy is available to the public at the Department of Public Safety-Fire Services office and the City Clerk's Office in compliance with state law.

(b) The blanks and jurisdictional specifications in the International Fire Code, 2018 Edition, are completed and specified, and certain sections of the International Fire Code, 2018 Edition, are amended to read, as follows:

(1) The blank in section 101.1 is completed with the phrase "the City of Wyoming, Michigan."

(2) Section 102.4 is amended to read as follows:

102.4 Application of Building Code. The design and construction of new structures, if within its scope, any alterations, additions or changes in structures required by this code, shall comply with the state construction of the state of Michigan.

(3) Section 110.4 is amended to read as follows:

110.4 Violations and Penalties. Persons who violate a provision of this code or fail to comply with any of the requirements thereof or who erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this chapter, shall be responsible for a municipal civil infraction punishable by a fine of \$250.00. Subsequent offenses are misdemeanors punishable by a fine of \$500, or imprisonment for up to 90 days, or both such fines and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(3) Section 112.4 is amended to read as follows:

Section 112.4 Failure to Comply. Any person who continues work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be responsible for a municipal civil infraction punishable by a fine of \$250.00. Subsequent offenses are misdemeanors punishable by a fine of \$500, or imprisonment for up to 90 days, or both such fines and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(4) Section 307 is amended to read as follows:

Open burning is allowed and may be undertaken only as provided by and in compliance with section 30-35 of the Code of Ordinances, City of Wyoming, Michigan.

(5) The date by which a sprinkler system must be installed as provided in section 1103.5.3 shall be immediately for all new construction, and for existing structures at the earlier of (i) within 5 years after the date of the adoption by reference of the International Fire Code, 2018 Edition, or (ii) when it would be required of other Group I-2 occupancies under section 1103.5.2.

(6) Section 5704.2.9.6.1 is amended to read as follows:

5704.2.9.6.1. Locations where above-ground tanks are prohibited. Above-ground storage tanks are prohibited in the City of Wyoming except as allowed under and as approved in accordance with Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan.

(7) Section 5706.2.4.4 is amended to read as follows:

5704.2.49.4. Locations where above-ground tanks are prohibited. Above-ground storage tanks are prohibited in the City of Wyoming except as allowed under and as approved in accordance with Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan.

(8) Section 5806.2 is amended to read as follows:

5806.2 Limitations. Storage of flammable cryogenic fluids in stationary containers is prohibited in the City of Wyoming except by special approval in an I-2 general industrial zoning district in accordance with Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan.

(9) Section 6104.2 is amended to read as follows:

6104.2 Maximum capacity with established limits. Except by special approval in an I-2 general industrial zoning district in accordance with Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan the aggregate capacity of any one installation of storage of liquefied petroleum gas shall not exceed a water capacity of 250 gallons.

Section 2. That 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

Ordinance No. 10-20

STAFF REPORT

Date: January 6, 2020
Subject: Amendment to Fire Code Ordinance
From: Scott Smith, City Attorney
Meeting Date: March 9, 2020 Work Session/March 16, 2020 Council Meeting

RECOMMENDATION:

Adopt the Ordinance to Amend Section 34-3 of the City Code to Adopt the International Fire Code, 2018 Edition, by Reference Together with Certain Amendments and Appendices.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – The ordinance will provide the community an updated version of an internationally accepted fire code, one that is commonly used in communities throughout the country.

Safety – The ordinance will ensure established fire safety measures are employed throughout the community protecting persons and property, including firefighters and their equipment.

Stewardship – Adherence to this code will minimize losses due to fire damage.

BUDGET IMPACT:

It is hoped this ordinance will help control prosecution and defense costs.

DISCUSSION:

The City is permitted to adopt by reference nationally recognized codes. As those codes are periodically updated, it is important for the City to adopt the updated version with updated safety requirements and updated references to other codes with which consistency is needed.

ORDINANCE NO. 11-20

ORDINANCE TO AMEND THE CODE OF ORDINANCES BY AMENDING SECTION 1-2 ENTITLED "DEFINITIONS AND RULES OF CONSTRUCTION," CHAPTER 14 ENTITLED "BUSINESS," AND CHAPTER 70, ARTICLE IV, DIVISION 2 ENTITLED "SNOW PLOWING," AND BY REPEALING SECTION 1-20 OF THE CITY CODE, ENTITLED, "REFERENCE TO OFFICES" AND CHAPTER 70, ARTICLE III, DIVISION 2 ENTITLED "LICENSES," TO UPDATE PROVISIONS FOR LICENSING AND REGULATING BUSINESSES IN THE CITY AND PROVIDING PENALTIES FOR VIOLATION OF THOSE PROVISIONS

THE CITY OF WYOMING ORDAINS:

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

Sec. 1-2. - Definitions and rules of construction.

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) *Charter* means the City Charter of the city, including all amendments.
- (2) *City* means the City of Wyoming, Michigan.
- (3) *Clerk* means the duly appointed and serving city clerk of the city.
- (4) *Code* means the Code of Ordinances, City of Wyoming, Michigan including all amendments.
- (5) *Council or city council* means the city council of the city.
- (6) *County* means the County of Kent, Michigan.
- (7) *MCL* means the Michigan Compiled Laws including all amendments.
- (8) *Month* means a calendar month.
- (9) *Oath* includes affirmation.
- (10) *Owner* means anyone having an ownership interest in land, building or personal property.
- (11) *Person* means an individual, partnership, association, for-profit or non-profit corporation, ecclesiastical corporation, limited liability company, limited partnership, trust, estate or any other recognized legal entity.
- (12) *Personal property* means any money, goods, chattels, things in action and evidence of debt.
- (13) *Property* means both real and personal property.
- (14) *Public place* means any public way, park, trails or pathways, sidewalk, street, cemetery, schoolyard or open space adjacent thereto; any public lake or stream; and any place or business open to the use of the public in general, open to public view or to which the public has access.
- (15) *Real estate and real property* means lands and all legal and equitable interests in lands and all buildings, other structures and other improvements to, on, over or under that land.
- (16) *Sidewalk* means any paved area between the curb-line, or the lateral lines of a roadway, and the adjacent property line, intended for the use of pedestrians, bicycles (used by children or when otherwise allowed), or other non-motorized transportation devices.
- (17) *State* means the state of Michigan.
- (18) *Street* means and includes any public way, road, highway, street, avenue, boulevard, parkway, alley, lane, viaduct, bridge and the approaches thereto within the city including all parkways, curb lawns, sidewalks, linear pathways or trails, and other areas within any right-of-way resulting from a deed, easement, dedication, adverse possession, plat, eminent domain, prescription, operation of state law (such as, for example and not for limitation, section line roads, highway by user or other statute), or other means.
- (19) *Whoever* means any person.
- (20) *Year* means a calendar year, unless otherwise expressed.

(b) The following rules of construction shall apply to this Code except when the context clearly indicates otherwise.

- (1) Computation of time shall be as provided by applicable state law or as state statutes are construed.
- (2) Whenever a city officer, employee, office, department, board, commission or other agency, when referred to by title only it shall be construed as if followed by the words "of the City of Wyoming, Michigan" and to include any authorized designee and any successor of that officer, employee, office, department, board, commission or other agency.

- (3) The use of the masculine gender includes the feminine and neuter genders and use of the feminine gender includes the masculine and neuter genders.
- (4) This Code shall be interpreted and applied to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where a provision of the Code imposes greater restrictions upon the subject matter than the general provisions imposed by the Code, the provision imposing the greater restriction or regulation shall govern.
- (5) Provisions giving joint authority to three or more public officers or other persons shall be construed as giving such authority to a majority of such officers or other persons unless otherwise expressly stated.
- (6) Singular words include the plural, and plural words include the singular.
- (7) The words "shall" and "will" are mandatory and not directory. The word "may" is permissive.
- (8) Words used in the present or past tense include the future as well as the present and past.

Section 2. That Chapter 14 of the Code of Ordinances, City of Wyoming, Michigan, is amended to read as follows:

CHAPTER 14 - BUSINESS

ARTICLE I. – GENERAL PROVISIONS APPLICABLE TO CHAPTER

Sec. 14-1. – Purpose of chapter.

The City Council finds that certain business regulations protect, advance or are otherwise in the general interest of the public health, safety and general welfare for many reasons among which are the following:

- (1) Business licensing provides information about businesses in the city, such as, for example and not for limitation, names and contact information for responsible persons, information about the type of business, hours of operation, and materials used or sold in the business, that is necessary for the law enforcement and fire personnel who seek to protect the interests of the businesses, security of business property, the safety of business employees and patrons, and the safety of city personnel and the general public.
- (2) Some types of businesses may have, may be perceived to have, or may historically have (i) a greater likelihood of association with criminal activity, (ii) posed a greater threat to public health or safety, (iii) been more risky for employees, (iv) been a more frequent focus of complaints, (v) used or sold possibly hazardous materials, (vi) attracted less scrupulous patrons, (vii) resulted in more complaints to government officials or agencies, or (viii) required more scrutiny from or resources of government agencies.
- (3) Some businesses are operated in a manner that requires disproportionate city services and resources.
- (4) Some state laws require compatible local ordinances to effectuate their provisions.
- (5) Some state laws require local ordinances to either allow or preclude certain businesses.
- (6) Sometimes business regulations are an effective means for preventing undesirable business practices or less desirable effects of some businesses.

Sec. 14-2. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) *Adult business* means a commercial establishment that has a significant or substantial portion of its inventory in, that obtains a significant or substantial portion of its revenues from, or that a significant or substantial section of its sales and display space is devoted to, the sale or rental, for any form of consideration, of adult material or adult novelties and includes, for example and not for limitation, one or a combination of adult bookstores, adult personal service businesses, adult cabarets, adult novelty businesses, nude body painting, escort services, nude body dancing or display. For purposes of this definition, "significant or substantial portion" means 30 percent or more of the term which is modified by that phrase.
- (b) *Adult cabaret* means an establishment that may or may not serve food or beverages and has the presentation or display of (i) dancers, entertainers, wait staff or employees who display specified anatomical areas or who engage in specified sexual activity, or (ii) videos, films or other adult material.
- (c) *Adult material* means any tangible thing characterized by emphasis on specified sexual activities or specified anatomical areas, through reading, observation, sound or in any other manner, including, but not limited to, anything printed or written, pictures, drawings, pictorial representations, photo, videos, films, transparencies, slides, audio recording, electronic images, CGI, holographic images, any other electronically produced or reproduced images, or any mechanical, chemical or electronic reproduction. This definition includes material produced by any current or future technology.

- (d) *Adult novelties* means objects, items and/or devices offered for sale which are designed for sexual stimulation or which stimulate human genitals.
- (e) *Adult personal service business* means a business that, as its principal activity, has one or more individuals who, while nude or while displaying specified anatomical areas, provide personal services for another person including, but not limited to, modeling studios, body painting studios, wrestling studios, and conversation parlors.
- (f) *Alcoholic liquor* means that term as defined in the Michigan liquor control act, 1998 PA 58, MCL 436.1101 *et seq.*
- (g) *Applicant* means an applicant for a license under this chapter.
- (h) *Building official* means the registered building official, building inspector or plan reviewer who the city has designated as its lead building official or that individual's designee.
- (i) *Business personnel* means the directors, members, partners, officers, employees, volunteers, agents and representatives of an applicant, licensee or other business, including any independent contractor performing services for an applicant, licensee or other business.
- (j) *Buttock* means an individual's perineum and anus.
- (k) *Goods* means all goods, wares, merchandise and other personal property, excepting chooses in action and money. It includes prepared and unprepared foods.
- (l) *IHRA* means the Industrial Hemp Research Act, 2014 PA 547, MCL 286.841 *et seq.*
- (m) *Licensee* means a person to whom a license has been issued under this chapter.
- (n) *Liquor control requirements* means requirements in or rules promulgated under the Michigan liquor control act, 1998 PA 58, MCL 436.1101 *et seq.*
- (o) *Massage establishment* means a building, room, place or establishment, where body massage is regularly practiced on the human body, for other than cosmetic or beautifying purposes, with or without the use of nonpowered mechanical or bathing devices but does not include (i) hospitals, nursing homes, medical clinics, or offices of a physician, surgeon, osteopath or chiropractor, (ii) exercise clubs, exclusively for members without massage in any form, and (iii) barber shops or beauty parlors without massage in any form.
- (p) *Marihuana establishment* means that term as defined in the MRTMA.
- (q) *Marihuana facility* means that term as defined in the MMFLA.
- (r) *MMFLA* means the Medical Marihuana Facilities Licensing Act, 2016 PA 281, MCL 333.27101 *et seq.*
- (s) *MMMA* means the Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 *et seq.*
- (t) *Motor vehicle* means any motor vehicle as defined by the Michigan Vehicle Code, 1949 PA 300, MCL 257.1 *et seq.*
- (u) *MRTMA* means the Michigan Regulation and Taxation of Marihuana Act, 2018 IL 1, MCL 333.27951 *et seq.*
- (v) *Nudity or nude* means the knowing or intentional live display of a human genital organ or anus with less than fully opaque covering or a female's breast with less than a fully opaque covering of the nipple and areola. Nudity does not include a woman's breastfeeding of a baby whether or not the nipple or areola is exposed during or incidental to the feeding.
- (w) *Nude modeling studio* means a place which offers as its principal activity the providing of models to display specified anatomical areas for artists and photographers for a fee. Offered for sale means offered in exchange for money, a membership fee or any other valuable consideration.
- (x) *Nuisance business* means a business that meets any of the following criteria:
- (1) Within any-60-consecutive day period police have been dispatched to the business location two or more separate times due to any one or combination of:
 - (A) Alleged criminal acts involving minor in possession of alcoholic liquor,
 - (B) Sales of alcoholic liquor in violation of applicable law,
 - (C) Assault or attempted assault,
 - (D) Criminal sexual conduct or attempted criminal sexual conduct,
 - (E) A fight,
 - (F) Unlawful discharge of a firearm,
 - (G) Unlawful possession or sale of controlled substances,
 - (H) Robbery or attempted robbery,
 - (I) Exhibition of a dangerous weapon, or
 - (J) Theft other than retail fraud.

(2) Within any 60-consecutive-day period there have been two or more separate incidents or occurrences at the business location leading to the arrest and prosecution of individuals charged with committing any one or combination of the following:

- (A) Alleged criminal acts involving minor in possession of alcoholic liquor,
- (B) Sales of alcoholic liquor in violation of applicable law,
- (C) Assault or attempted assault,
- (D) Criminal sexual conduct or attempted criminal sexual conduct,
- (E) A fight,
- (F) Unlawful discharge of a firearm,
- (G) Unlawful possession or sale of controlled substances,
- (H) Robbery or attempted robbery,
- (I) Exhibition of a dangerous weapon,
- (J) Theft other than retail fraud, or
- (K) The occupancy of the business premises or any part of the business premises exceeded any legal limits.

(3) Within any 60-consecutive-day period there have been two or more substantiated reports to city public safety personnel, the building officials or inspection staff, the city planner, or city manager's office about conditions of the business property, emanating from the business property or seemingly affiliated with business personnel or patrons including:

- (A) Disturbances of the peace,
- (B) Harassment of passersby,
- (C) Extensive littering or a failure to maintain within appropriate containers all refuse and trash or to remove refuse and trash before it becomes a nuisance due to excessive accumulation, odors, or the attraction of rodents, insects or other vermin,
- (D) Nudity or semi-nudity in violation of applicable laws or ordinances,
- (E) Gang activity,
- (F) Illegal sale or distribution of controlled substances,
- (G) Unlawful or uncontained accumulation of solid waste,
- (H) Public urination or defecation,
- (I) Harborage or infestation of rodents, insects or other vermin,
- (J) Parking violations,
- (K) Prostitution,
- (L) Distribution or consumption of alcoholic liquor except as permitted by law,
- (K) Emission of excessive dust or offensive odors experienced beyond the business' property lines,
- (L) Unlawful obstruction of any public right-of-way,
- (M) Occupancy of the business premises or any part of the business premises exceeding any legal limits or in violation of any law, rule or regulation,
- (N) Accumulation of inoperable or unlicensed motor vehicles (except for a business licensed for vehicle repair and consistent with such license and other regulations), machinery or equipment,
- (O) Illegal sale of tobacco or vaping materials,
- (P) Violations of fire, construction or property maintenance code requirements,
- (Q) Violations of city noise ordinance provisions,
- (R) Violations of public health codes,
- (S) Outside storage in violation of applicable ordinances or laws, or
- (T) Failures to maintain grass length, landscaping or hard surfaces in accordance with applicable legal requirements.

(4) Within any 60-consecutive-day period, there have been more than 15 incidents of retail fraud at the business location reported to city or county law enforcement officials.

(y) *Operate or cause to operate* means to cause to function or to put or keep in a state of doing business.

(z) *Operator* means any person on the premises of a business who exercises overall operational control of the business or a part of the business, who can open or close the business to the public, or who causes to function or who puts or keeps the business open or in operation. A person may be operating or causing to be operated a business regardless of whether that person is an owner or part owner of the business.

(aa) *Parking lot* means any outdoor space or uncovered plot, place, lot, parcel, yard or enclosure, or any portion thereof, and where more than five motor vehicles are intended to be and may be parked, stored, housed or kept.

(bb) *Patron* means a customer, client, patient, shopper, or member of the public, not an employee of the business, who is on the premises to obtain, receive or view the products, services or performances offered by the business.

(cc) *Pawnbroker* means a person who loans money on deposit, or pledge of personal property, or other valuable thing, other than securities or printed evidence of indebtedness, or who deals in the purchasing of personal property or other valuable thing on condition of selling the same back again at a stipulated price.

(dd) *Regulated sale* means:

(1) Any sale, whether described by such name or by any other name, such as, but not limited to: close-out sales, liquidation sales, lost-our-lease sales, forced-to-vacate sales, or any other sale held in such a manner as to imply that, upon disposal of the stock of goods on hand, the business will cease and discontinue at the premises where the sale is conducted.

(2) Any sale held in such a manner as to induce a belief that, upon disposal of the stock of goods on hand, the business will cease and discontinue at the premises where the sale is conducted, and thereafter will be moved to and occupy another location.

(3) Any sale of goods that is an insurance, bankruptcy, mortgage, insolvent, assignee's, executor's, administrator's, receiver's, trustee's, removal or sale, going out of business or sale of goods damaged by fire, smoke, water or otherwise, unless the seller first obtains a license to conduct the sale from the city clerk under article IX. This does not apply to sales by a person who regularly engaged in insurance or salvage sale of goods, or the sale of goods which have been damaged by fire, smoke, water or otherwise, or who acquired the goods for the account of others as a result of fire or other casualty.

Regulated sales do not include: (i) a sale conducted by or at the behest of a governmental official or agency as authorized by law, (ii) a sale of goods being sold by a person who has acquired a right, title or interest in goods as an heir, devisee or legatee or pursuant to an order or process of a court of competent jurisdiction, or (iii) the sale of goods from a private residence by the owner of that residence a sale of goods which goods include only household furnishings used within that residence or the personal clothing, jewelry, tools and other personal items owned by the owner of that residence.

(ee) *Second hand dealer* or *junk dealer* means those terms as defined in 1917 PA 350, MCL 445.401 *et seq.*

(ff) *Semi-nude* means the showing of the female breast below a horizontal line across the top of the areola and extending across the width of the breast at that point, or the showing of the male or female buttocks. This does not include cleavage of the human female breasts exhibited by a bikini, dress, blouse, shirt, leotard or similar wearing apparel if the areola is not wholly or partially exposed. Semi-nudity does not include a woman's breastfeeding of a baby whether or not the nipple or areola is exposed during or incidental to the feeding.

(gg) *Sexual intercourse* means genital coitus, fellatio, cunnilingus, anal intercourse or any other intrusion of any person's body or of any object into the genital or anal openings of any person's body.

(hh) *Specified anatomical areas* means:

(1) Human male genitals in a discernibly turgid state, even if completely and opaquely covered; or

(2) Less than completely and opaquely covered:

(a) Female breasts below a point immediately above the top of the areola;

(b) Human genitalia;

(c) Pubic region; or

(d) Buttock.

(ii) *Specified sexual activities* means:

(1) Acts of human masturbation or sexual intercourse;

(2) Human genitals in a state of sexual stimulation or arousal; or

(3) Fondling or other erotic touching of human genitalia, pubic region, buttock, or a female breast.

(jj) *Vendor/solicitor* means any person who engages in any of the following activities:

(1) Travels from place to place for the purpose of distributing leaflets, pamphlets, fliers, or other literature advertising or seeking orders for the sale of goods or services; or displaying, selling, making sales, offering for sale, or leasing with the option to buy, takes orders for, or attempts to take orders for the retail sale of any goods, property, or services whatsoever for current or future delivery. This includes any person who travels by foot, vehicle, wagon, cart or any other means displaying, selling, offering for sale, taking orders for sale, or leasing with the option to buy, at retail, any goods, property,

or service. It further includes any person who operates a pushcart, or other structure powered by bicycles or human power, with at least two operational wheels, which can be easily moved and which is used by a vendor to conduct sales.;

(2) While not traveling from place to place, engaging temporarily in a retail sale of goods, wares or merchandise in any place in the city and who for the purpose of conducting business temporarily occupies any private lot, building, room or structure of any kind. This provision does not authorize sales on city-owned property or other public place unless authorized under a separate written agreement and does not authorize any activity that does not comply with chapter 90 of this Code.

(3) While not having any fixed business address in the city, travels from place to place within the city, for purposes of seeking donations of money, goods, services or other things of value for any purpose.

Vendor/solicitor does not include the following:

(A) A person engaged in distributing information, seeking signatures on petitions, or engaging in other communications that are not focused on making sales of or obtaining orders for any goods or services or seeking any contributions of money, goods, services or other things of value.

(B) A person who is an authorized employee or other agent of a business licensed under this chapter that has a fixed place of operation in the city.

(C) A person who sells at an art fair, farmers' market, festival or similar special event at the invitation of the event's sponsor, if (i) the sponsor has obtained a vendor/solicitor license and (ii) the person provides the sponsor with the person's sales tax license number.

(D) A person under 18 years old selling goods or services, or soliciting orders for goods or services, on behalf of a public or private school or affiliated organization in the city, a non-profit organization in the city, or place of worship in the city.

(E) Sales of goods or other items of value and solicitations conducted electronically, by mail, or by other means without any physical presence in the city if the goods or other items of value are delivered by mail, FedEx, UPS, DHL, or other courier.

(F) Sales of cable or other internet or broadband services.

Sec. 14-3. – Businesses, individuals or premises licensed by others.

(a) This chapter concerns the licensing of a business or of certain activities, not the licensing of individuals.

(b) This chapter does not preempt or modify requirements for licensing, registration, certification or other approval of any business, individual, activity, or premises by a federal, state, county or other officially recognized body or official. Applicants and licensees under this chapter must comply with requirements for licensing, registration, certification or other approval of any business, individual or premises by a federal, state, county or other officially recognized body or official. All premises within in the city that are used or occupied by an applicant or licensee and all activities within that premises must comply with applicable zoning ordinance, construction code, property maintenance code, water and sanitary sewer, drainage and other requirements under other city ordinances, rules, regulations and policies.

(c) Unless the laws, rules and regulations related to licensing, registration, certification or other approval of a business, person, activity or premises by a federal, state, county or other officially recognized body or official preempts local licensure, no person will be exempt from licensing under this chapter due to the issuance of any such license or other approval by another government, agency, body, or official. If, however, laws, rules and regulations related to licensing, registration, certification or other approval of a business by a federal, state, county or other officially recognized body or official preempts local licensure as provided in this chapter, then no city license is required.

(d) If, to legally engage in the business in Michigan, it is necessary for a person to obtain or to employ or otherwise engage persons who have obtained a license, registration, certification or other approval from a federal, state, county or other officially recognized body or official, no license or shall be issued under this chapter until that person submits evidence of all such other required approvals. This provision shall not apply in any situation in which it is not legally possible to obtain a license, registration, certification or other approval from a federal, state, county or other officially recognized body or official without first having obtained a license under this chapter.

Sec. 14-4. – Application.

Applications for licenses, certifications, or registrations under this chapter, together with the applicable license fee, must be filed with clerk on a form provided by the city clerk. In addition to (i) other

information the clerk may request with the approval of the city attorney and (ii) such information as is required under other articles in this chapter, a license application must include the following:

- (a) The applicant's name, the applicant's business address in the city, in accordance with the following:
 - (1) If the applicant is an individual the applicant's name must be as it appears on the applicant's driver's license or voter registration and the application must also include the applicant's home address if it is different from the applicant's business address and the applicant's date of birth.
 - (2) If the applicant is a person other than an individual, the applicant's name must be as it appears on any business name filing with the state of Michigan and, if the applicant has other business addresses, the application must include the address of the applicant's principal place of business.
 - (3) If the applicant is a person other than an individual and the applicant is not a business traded on a public stock exchange, the application must include the names, home addresses and dates of birth of:
 - (A) The individual serving as the applicant's directors, trustees, general members, operating members, general partners, and principal officers.
 - (B) Any individual owning 20% or more of the stock or other equity in the applicant.
- (b) A general description of the applicant's business including the goods sold and services provided.
- (c) A statement about the applicant's intended business hours.
- (d) If the applicant has a direct or indirect web or social media presence, the direct or indirect website address and social media information.
- (e) If the applicant or its employees or agents need to be licensed, registered, certified or otherwise approved by a federal, state, county or other officially recognized body or official in order to conduct the applicant's business in the city, copies of the pertinent documents must be submitted with the application.
- (f) If the applicant will have any hazardous, toxic, extra-flammable or explosive substances or materials (other than those of a type and in quantity generally found within a household) on or within its business premises, the applicant shall provide a detailed list of those substances and materials, as well as of their location(s) on or within the premises in a form required by the city fire department.
- (g) If the applicant will have any especially valuable and easily transportable items or materials on or within its business premises, the application should generally describe those items.
- (h) Business hours and after hours contact information for one or more individuals who will have knowledge about and access to the applicant's city business premises at any time.
- (i) The application must be accompanied by any bond and proof of insurance including any required riders or endorsements, that are required by this chapter.

Sec. 14-5. – Investigation, processing and issuance.

- (a) Upon receipt of an application under this chapter, the clerk shall:
 - (1) Review the application to ensure it includes all required information and other materials.
 - (2) Transmit a copy of the application and other materials to the police chief, fire chief, treasurer, city planner, and building official for review and comment.
- (b) The officials to whom a copy of the application has been provided shall review it and report their findings as follows:
 - (1) The police chief shall review the application and other information to determine whether the applicant or any individual identified in the application (i) has been found guilty or responsible or has pled guilty, no contest, or responsible to any crime, civil infraction, or municipal civil infraction that indicate the applicant or individual may not serve patrons in a fair, honest or open manner, (ii) has been found guilty responsible or has pled guilty, no contest, or responsible to any crime, civil infraction, or municipal civil infraction that indicate the applicant or individual has engaged or may engage in actions injuring to persons, damaging to property of others, or damaging to the environment or natural resources, (iii) has violated a provision of this chapter or an ordinance in another community similar to this chapter, or (iv) has been closely affiliated with other persons who meet the criteria of subparagraphs (ii) or (iii).
 - (2) The fire chief shall review the application and other information to determine whether the premises, activities on the premises, and information about the premises, substances and materials to be located on the premises, and information provided complies with applicable fire codes.
 - (3) The treasurer shall review the application and other information to determine whether the applicant or any individual identified in the application is in default to the city due to a failure to pay property taxes, special assessments, water or sanitary sewer fees, fees or charges from city inspections

staff, fees charged by any other city department for services, or any other amount due and owing the city.

(4) The city planner shall review the application and other information to determine whether the proposed use of the premises and other aspects of the business will comply with applicable city zoning requirements. If the city planner is aware of information that the applicant, any individual identified in the application, or the premises from which the business is to be conducted have violated city zoning requirements, the city planner shall also provide that information to the clerk.

(5) The building official shall review the application and other information to determine whether the premises currently complies with applicable construction codes, property maintenance codes, or any city ordinance regarding the condition of property. If the building official is aware of information that the applicant, any individual identified in the application, or the premises from which the business is to be conducted has failed to comply with applicable construction codes, property maintenance codes, or any city ordinance regarding the condition of property, the building official shall also provide that information to the clerk.

(c) Unless the information reported to the clerk pursuant to subsection (b) demonstrates that a license under this chapter should be denied as provided in sections 14-9 and 14-10, the clerk shall issue the license when the application and other materials and information are complete, fees are paid, and the reports provided.

(d) If, under federal or state laws, rules or regulations, any business for which a license application has been made under this chapter requires the council's consent or approval for issuance of a state license (such as for a liquor license under state law and article IV of this chapter) or other reason that approval of the council must be given before a business license is issued under this article.

Sec. 14-6. – License fees.

(a) Annual fees for licenses issued pursuant to this chapter shall be in amounts established by council resolution. Those fees shall not be prorated for licenses issued for a part of a year.

(b) The fee for a license issued pursuant to this chapter that is not renewed prior to its expiration shall be 150% of the fee established by the council for that license.

(c) If any applicable law, rule, regulation exempts any person from paying a fee for a license issued pursuant to this chapter, the license may be issued without payment of the fee.

(d) Unless otherwise provided in this chapter, all license, certification and registration fees due under this chapter must be paid when the application is filed.

Sec. 14-7. - License.

(a) Unless otherwise provided in this chapter or by council resolution, a license issued pursuant to this chapter will be for a calendar year January 1 until December 31. A license issued between after November 1 of any year shall expire on December 31 of the following year.

(b) Licenses issued pursuant to this chapter shall be in a form provided by the clerk.

(c) Licenses are non-transferable. If there is a change in the person owning a business, a new license must be obtained.

(d) A licensee must notify the clerk of any change in the licensee's business address(s) and other information in the license application within 15 days of the change(s).

(e) No person shall permit or allow, by lease or otherwise, another person to use or employ a license issued under this chapter.

(f) A license issued pursuant to this chapter must be prominently displayed in an area of the licensee's business location(s) within the city that is generally open to and frequented by its customers, clients, patients, patrons or members of the public.

Sec. 14-8. - Renewal.

Renewals of any license issued under to this chapter shall be in the same manner as an original license.

Sec. 14-9. – Reasons for denial, suspension and revocation.

The following are reasons for the clerk to deny issuance or renewal of or to suspend or revoke a license issued pursuant to this chapter.

(a) No license may be issued to or recommended for issuance to an applicant that:

- (1) Is in default to the city, including, without limitation, failing to timely pay any property taxes, fees, or other amounts due the city related to any property or activities of the (i) applicant/licensee, or (ii) a director, officer, member, or owner of more than a 10% interest in the applicant/licensee.

For purposes of this provision, timely payment is payment on the date before which a failure to do so (i) constitutes a breach or default under any contract, (ii) results in the addition of later payment penalties or interest, (iii) exceeds the time for payment allowed by state law, any ordinance, any rule or regulation, or any license or permit requirement, (iv) results in any termination of services or loss of any rights under any applicable state law, ordinance, rule, regulation, or contract, or (v) results in other adverse consequences.

(2) Has been denied a license or has had its license revoked within 6 months prior to the date of application.

(3) Is a nuisance business.

(b) A license to be issued or recommended pursuant to this chapter may be denied or recommended for denial for any of the following reasons:

(1) A misrepresentation in the application.

(2) Based on review of the reports required under subsection 14-5(b), the clerk reasonably determines that the applicant or business personnel:

(A) Has, within the past 10 years, failed to deal with patrons or governmental officials in a fair, honest and open manner;

(B) Has, within the past 10 years, engaged in intentional, reckless, or grossly negligent acts that injured persons, significantly damaged property of others, or damaged the environment or natural resources;

(C) Has, within the past 10 years, violated a provision of this chapter, violated any provision of this chapter;

(D) Has, within the past 10 years, violated a provision of an ordinance of another community that is similar to this chapter;

(E) Has, within the past 10 years, been closely affiliated with a person who meets any of the criteria in subparagraphs (A) through (D);

(F) Has, within the past 5 years, failed to pay any property taxes, special assessment, water, sanitary sewer, fees or charges for any city services or enforcement action, or pay other amounts due the city before such amounts became delinquent;

(G) Has, within the past 10 years, failed to comply with or owned or occupied a premises within the city that failed to comply with any zoning requirements during that ownership or occupancy;

or

(H) Has, within the past 10 years, failed to comply with or owned or occupied a premises within the city that failed to comply with any construction code, property maintenance code or any city ordinance regarding the condition of property within the city.

(3) The failure of the applicant or a person identified in subsection 14-4(a)(3) to comply with requirements applicable to, or the suspension or revocation of, any license, registration, certification or other approval of a federal, state, county or other officially recognized body or official which license, registration, certification or other approval is required to conduct the business in the city.

(4) The failure of the applicant, a person identified in subsection 14-4(a)(3), or the business premises in the city to comply with any applicable requirement of this chapter.

(5) The premises in which the business is or will be located or the occupancy or use of that premises as indicated in the application will not comply with a zoning or construction code requirement.

(6) Within the past 12 months, the business has been determined to be a nuisance business.

(c) A license issued or recommended for issuance under this chapter may be denied, suspended, or revoked, or renewal of that license may be denied for any of the following reasons:

(1) Any reason provided in subsection 14-9(b).

(2) The licensee is in default to the city, including, without limitation, failing to timely pay any property taxes, fees, or other amounts due the city related to any property or activities of the (i) applicant/licensee, or (ii) a director, officer, member, or owner of more than a 10% interest in the applicant/licensee. For purposes of this provision, timely payment is payment on the date before which a failure to do so (i) constitutes a breach or default under any contract, (ii) results in the addition of later payment penalties or interest, (iii) exceeds the time for payment allowed by state law, any ordinance, any rule or regulation, or any license or permit requirement, (iv) results in any termination of services or loss of any rights under any applicable state law, ordinance, rule, regulation, or contract, or (v) results in other adverse consequences.

- (3) While conducting business in the city, the licensee or any of the licensee's personnel:
 - (A) Failed to deal with customers, patients, clients, patrons, governmental officials, or the public in a fair, honest and open manner;
 - (B) Engaged in intentional, reckless, or grossly negligent acts that injured persons, significantly damaged property of others, or damaged the environment or natural resources;
 - (C) Violated a provision of this chapter or another provision of this Code;
 - (D) Failed to comply with or the licensee's premises in the city failed to comply with any zoning requirements during that ownership or occupancy;
 - (E) Failed to comply with or the licensee's premises in the city failed to comply with any construction code, property maintenance code or any city ordinance regarding the condition of property within the city; or
 - (F) Within the past 12 months, the business has been determined to be a nuisance business.
- (4) While conducting business in the city, the licensee or any of the business' personnel had a license, registration, certification or other approval of a federal, state, county or other officially recognized body or official which is required to conduct the business in the city suspended or revoked.
- (5) While conducting business in the city, the licensee or any of the business' personnel failed to comply with another applicable law, rule or regulation the violation of which could endanger the public health, safety or general welfare.

Sec. 14-10. – Denial, suspension or revocation.

- (a) If, after consulting with any other city officials the clerk decides to consult, the clerk determines an application for a license or license renewal should be denied or the clerk determines that a license issued pursuant to this chapter should be suspended or revoked, the clerk shall:
 - (1) Inform the applicant/licensee in writing as to the reasons for the denial, suspension or revocation and of the effective date(s) of any suspension or revocation.
 - (2) Inform the licensee of any conditions that must be met to lift a suspension.
 - (3) Inform the licensee of any conditions that must be met to file a new application after denial or revocation.
 - (4) Inform the applicant/licensee of appeal rights under this Code.
- (b) The clerk may lift a suspension if the clerk finds that the conditions have been corrected. If the conditions cannot be corrected or if suitable time has been given for their correction and they have not been corrected the clerk may revoke the license.
- (c) A revocation shall not become effective until the time for an appeal to the city council under section 1-29 of this Code has expired or the city council has acted on the appeal.

Sec. 14-11. – Appeal of denial, suspension or revocation.

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

Sec. 14-12. – Authority of city officers.

By accepting a license issued pursuant to this chapter, a licensee permits the entry upon and inspection of the licensee's business premises in the city by city officers during normal business hours of the licensee and the city.

Sec. 14-13. – Nuisance businesses.

- (a) The building official, city planner, deputy city manager, or public safety director may preliminarily designate a business operating in the city as a nuisance business. If such a preliminary designation is made, written notice shall be given to the business stating that such a preliminary designation has been made and the basis for that preliminary designation. The notice shall be delivered to the business at the address and to the individual(s) provided in the business' general business license application if the business filed such an application. If the business is operating without a general business license, notice shall be delivered to the address at which the business activity is occurring and to such individual(s) at that address who purports or reasonably appears to be the operator of that business. The notice shall state that date and time of the council meeting at which the council will be asked to approve the designation of a business as a nuisance business. It shall also inform the business of its rights to a hearing regarding that designation. That hearing will be held before the council considers a resolution designating the business as a nuisance business.

(b) If, after receiving a notice of a preliminary designation the business desires that the city council hold a hearing before the council considers a resolution designating the business as a nuisance business, the business must follow the procedure for an appeal in section 1-29 of this Code and a hearing will be held in accordance with that section.

(c) After any hearing requested under this section and held in accordance with section 1-29 of this Code, the council may by resolution designate a business as a nuisance business. That resolution shall state the reasons for that designation. The business shall be provided notice of that designation in the same manner as provided for the notice of a tentative designation under subsection (a).

(d) A business designated as a nuisance business must, within 30 days of that designation, correct all conditions or activities identified in the resolution designating it as a nuisance business or present plans acceptable to the city council that will correct all those conditions or activities. If such corrections have been made within 30 days or accepted plans have been provided within 30 days, the council may, by subsequent resolution, remove or conditionally remove the designation as a nuisance business.

(e) If a business fails to correct the conditions or activities or submit acceptable plans for doing so within 30 days of the council's designation of the business as nuisance business, the general business license for that business shall be deemed to have been revoked and that business may no longer operate in the city until a new license is issued.

Sec. 14-14. – Violations.

(a) Except for those offenses designated in this chapter as misdemeanors, a violation of this chapter is a municipal civil infraction punishable by a fine of \$250.00 for a first offense, \$500.00 for a second offense, and \$2500.00 for any subsequent offense. In addition, the court may order compliance with this chapter and may order restitution be paid to any persons suffering harm or loss as a result of violation of this chapter.

(b) Each day that an offense occurs is a separate offense.

(c) Violations of this chapter are also nuisances *per se* that may be abated and actions for abatement undertaken as provided in the Code or by applicable law, including without limitation, civil actions for equitable relief.

ARTICLE II. – GENERAL BUSINESS LICENSES

Sec. 14-21. – City general business license required.

All persons (i) operating, conducting or carrying on any trade, profession, commerce, business or any other for-profit activity at or from any location in the city involving the manufacture, purchase, sale or providing of goods or services and the related financial transactions, (ii) operating, conducting or carrying on any trade, profession, commerce, business or any other for-profit activity in the city that otherwise requires a license under this chapters, or (iii) non-profit entity operating, conducting or carrying on any activity in the city for which it is paid fees or accepts money or other payment (other than donations) for goods or services in excess of \$25,000 in any 12-month period, must first obtain a general business license issued by the city.

Sec. 14-22. – Application and issuance.

An applicant must file an application for a general business license and the clerk shall process, investigate, issue, decline to issue, and otherwise address an application for a general business license as provided in article I of this chapter.

ARTICLE III. - ADULT BUSINESSES

Sec. 14-31. – Article's intent.

This article is intended to provide for licensing and regulation of adult businesses in the city. It is not intended to exclude, restrict access to, or regulate the expressive activities of adult businesses. It also is not intended to condone or legitimize adult businesses or their activities.

Sec. 14-32. - Legislative findings.

(a) The city council makes the following legislative findings based upon evidence concerning adverse secondary effects of adult uses on the community provided in various reports made available to the city and on findings incorporated by the United States Supreme Court in the cases of *City of Renton v Playtime Theatres, Inc*, 475 US 41 (1986); *Young v American Mini Theatres*, 426 US 50 (1976); and *Barnes v Glen Theatre, Inc*, 501 US 560 (1991); studies conducted in other cities; the findings reported in the Final Report

of the Attorney General's Commission on Pornography (1986); and statistics obtained from various health departments. The council specifically finds that:

- (1) Adult businesses lend themselves to ancillary unlawful and unhealthy activities that are often uncontrolled their operators; there regulations making adult business owners responsible for activities occurring on their premises.
 - (2) Crime statistics show that all types of crimes, especially sex-related crimes, occur with more frequency in neighborhoods where adult businesses are located.
 - (3) Sexual acts can occur at adult businesses, especially those providing private or semi-private viewing areas.
 - (4) Offering private and semi-private viewing areas encourages such activities which can lead to unhealthy conditions.
 - (5) Persons frequent certain adult businesses for the purpose of engaging in sexual activities within the premises.
 - (6) Communicable diseases, including sexually transmitted diseases, can be spread by activities occurring in adult businesses.
 - (7) Some adult businesses have unsanitary conditions due either to activities within them or the failure of their owners or operators to maintain them. Nude dancing in adult businesses encourages prostitution, increases sexual assaults, and attracts other criminal activity including drug use and sales.
- (b) The city council relies on the findings and evidence of adverse secondary effects incorporated or approved in cases and opinions upholding various regulations or portions of regulations regarding regulation of the time, place and manner of operation of adult businesses including but not limited to the following:

City of Renton v Playtime Theatres, Inc, 475 US 41 (1986); *Barnes v Glen Theater, Inc* , 501 US 560 (1991); *City of Erie v Paps AM* , 529 US 277 (2000); *DejaVu of Cincinnati, LLC v Union Township*, 411 F3d 777 (6th Cir 2005); *Triplet Grill, In. v. City of Akron* , 40 F3d 129 (6th Cir 1994); *Executive Arts Studio v. Grand Rapids*, 227 F Supp 2d 731 (WD Mich 2002); *City of Los Angeles v Alameda Books, Inc* , 535 US 425 (2002); *DejaVu of Nashville v Metropolitan Gov't of Nashville* , 274 F 3d 377 (6th Cir 2001); *DLS, Inc. v. City of Chattanooga*, 107 F 3d 403 (6th Cir 1997); *Bamon Corp. v. City of Dayton*, 923 F 3d 470 (6th Cir 1991); *Sensations, Inc v. City of Grand Rapids* (WD Mich, case No 1:06-cv-300, 2006).

Based upon the findings in these opinions and various reports and information presented, the city council finds that adult businesses are often associated with adverse secondary effects including, but not limited to, crime, prostitution, public indecency, potential spread of disease, sexual assault and exploitation, illicit drug sales and use, urban blight and negative impact on surrounding properties and property values. The council further finds that the city has a substantial government interest in preventing adverse secondary effects related to any current or future sexually oriented business that may locate in the city.

Sec. 14-33. - Location of adult businesses.

Any existing building or land and building erected, converted or structurally altered for use for an adult business, must meet all requirements in this chapter and chapter 90 of this Code. In addition to requirements in chapter 90 of this Code; adult businesses must not be located or operated within the following specific distances:

- (a) 500 feet from a church, synagogue or other regular place of religious worship, public or private preschool, elementary school, or secondary school, public park, child care center, entertainment business that is oriented primarily toward children or family entertainment; boundary of any residentially zoned district; or any legal residential use not located within a residentially zoned district.
- (b) 1,000 feet of any other adult business.

For purposes of this article, the distance between an adult business and a use listed in subsection (a) or another adult business will be measured from the location of the building or structure housing the adult business to the nearest point on the other building, structure or use or from the nearest lot line of properties in a residentially zoned district or residentially used property.

Sec. 14-34. - Adult business building use restrictions.

- (a) No person shall reside in or permit any person to reside within any building in which an adult business is located.
- (b) The interior portion of an adult motion picture theatre where viewing of adult material is allowed shall be visible from a continuous main aisle.

(c) No adult business shall permit any of its goods or services offered for the sale, rent or use by its patrons, to be kept in such a manner visible outside the business premises.

Sec. 14-35. - Adult business license required; procedure.

(a) No person shall operate an adult business in the city without a valid adult business license issued by the city.

(b) An application for an adult business license must be filed with the clerk as provided in article II. In addition to the information required by article II, an adult business license application must be accompanied by a sketch or diagram showing the configuration of the exterior and interior of the business premises, including a statement of total floor space occupied by the business. A sketch or diagram need not be professionally prepared but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises.

(c) The clerk shall forward such application to the offices and officers identified in section 14.5 for the review and comment as provided in that section prior to issuing any license pursuant to this article.

(d) The applicant, the applicant's business' personnel, and the business premises must comply with the requirements of this chapter and with all other applicable laws, rules and regulations.

(e) If the applicant is an individual, the applicant must be at least 18 years old. The applicant's business personnel must all be at least 18 years old.

(f) The applicant and applicant's business personnel:

(1) Must not have been convicted or have pled guilty or no contest to any offense involving a violation of a law, rule or regulation applicable to operating an adult business; and

(2) Must not have been convicted or have pled guilty or no contest to any offense involving prostitution, indecent exposure, criminal sexual conduct, human trafficking, liquor license violations, sexual activities in a public place, or the illegal sale or use of controlled substances.

Sec. 14-36. - Inspections.

An applicant for an adult business license and an adult business licensee shall permit representatives of the county health department, city police department, city fire department, planning and building inspections department, or any other city department, to inspect the adult business premises for compliance with this Code at any time it is occupied or open for business.

Sec. 14-37. - Unlawful activities.

(a) Nothing in this chapter is intended or shall be construed to allow activities that are unlawful under any applicable law, rule or regulation, including without limitation, any provision of this Code.

(b) It is unlawful and a violation of this chapter for an adult business operator to knowingly or intentionally violate a provision of this chapter or to allow, either knowingly or intentionally, an adult business' personnel or a patron of an adult business to violate the provisions of this chapter. It is a defense to prosecution that the person prosecuted was powerless to prevent the violation.

(c) No person shall, on or within the premises of an adult business, knowingly or intentionally appear nude before a patron, regardless of whether that nudity is expressive in nature.

(d) All adult business personnel who appear semi-nude before any patron must remain at least 6 feet from all patrons and on a fixed stage at least 18 inches from the floor in a room of at least 600 square feet.

(e) Adult businesses that exhibit on the premises by any means a film or other video characterized by an emphasis on the display of specified sexual activities or specified anatomical areas must comply with the following:

(1) The interior of the premises must be configured so there is an unobstructed view from an operator's station of every area of the premises, including the interior of each viewing room but excluding restrooms, to which any patron is permitted access for any purpose. If the premises has two or more operator's stations, the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose from at least one of the operator's stations.

(2) An operator's station must not exceed 32 square feet of floor area.

(3) The view required in this paragraph must be by direct line of sight from the operator's station. The adult business operator must ensure that at least one employee is on duty in an operator's station whenever a patron is in the portion of the premises monitored by that operator station. All other personnel of an adult business within the premises must also ensure that the view area required in this

subsection 14-37(e) remains unobstructed by any doors, curtains, walls, merchandise, display racks or other materials or enclosures at all times that a patron is within the premises.

(5) None of the adult business' personnel who regularly appears semi-nude within view of any patron shall knowingly or intentionally touch a patron or the clothing of a patron of that adult business.

(6) No adult business operator shall allow or permit an adult business to be or remain open between the hours of 2:00 a.m. and 7:00 a.m. on any day.

Sec. 14-38. - Violation.

(a) A violation of this article is a misdemeanor punishable as provided in section 1-26 of this Code.

(b) This article does not impose strict liability. A showing of a knowing or reckless mental state is necessary to establish a violation of a provision of this article. It shall be a defense to prosecution that the person to whom liability is imputed was powerless to prevent the act.

ARTICLE IV. - ALCOHOLIC LIQUOR BUSINESSES

Sec. 14-41. - General alcoholic liquor licensing requirements.

(a) This article shall be interpreted in accordance with applicable federal and state laws, rules and regulations. Accordingly, if a provision or requirement of this article conflicts with or is determined by a court or governmental agency of competent jurisdiction to violate any federal or state law, rule or regulation, the conflicting provision of this article is to be interpreted in a manner to avoid that conflict.

(b) Subject to subsection (a), the council shall not approve the issuance or transfer of a license for the sale of alcoholic beverages for on-premises consumption of alcoholic liquor except as provided in this article.

(c) The city authorizes of licenses for on-premises consumption alcoholic liquor in accordance with the number allowed by state statute and applicable rules and regulations.

Sec. 14-42. - Requirements for on-premises consumption licenses.

(a) To the extent the city has the authority to limit their issuance for such reasons, licenses for the sale of alcoholic liquor for on-premises consumption shall not be issued for any location:

(1) Within 500 feet of a school or a public park.

(2) Within 500 feet of a church, unless the church consents or does not object when notice of the application is provided to the church. Such distance shall be measured from the nearest point of the church building to the nearest point of the building in which the business is to be conducted.

(3) Any property that is in (i) a residentially zoned district under chapter 90 of this Code, or (ii) a zoning district in which residences are permitted and existing under chapter 90 of this Code.

(4) Within 500 feet of any property that is in a residentially zoned district under chapter 90 of this Code unless the application is accompanied by the written consent of the owners (including all owners of property jointly owned or owned as tenants in the entirety) of a majority of all residentially zoned parcels of property within 500 feet of the proposed location, or unless the place is located on a recognized commercial street where at least three-fourths of the frontage within 500 feet on both sides of the street is devoted to some commercial use.

(5) On a street where, by virtue of density of traffic or other conditions, the proposed use could, in the judgment of the council after a recommendation from the city engineer, constitute a traffic hazard.

(6) At any place where, in the judgment of the council following a recommendation by the city manager or public safety director, by reason of insufficient lighting, a lack of police patrol, or other conditions, the proposed use could constitute a nuisance.

The council may waive the any of the limitations of this section if the council deems to be in the best interest of the city to do so.

(b) Except for those licenses addressed in subsections (c) or (d), the general requirements for licenses for sales of alcoholic liquor for on-premises consumption are:

(1) All licenses must be operated in conjunction with a restaurant as a unit. The same person must be the licensee and the owner of the restaurant business. The primary business must be that of the restaurant, so that more than 50 percent of the gross income must be derived from the restaurant business, exclusive of alcohol sales. A licensee who as of January 1, 1980, did not have a restaurant business in conjunction with the license is exempted from this requirement.

(2) The dining area must have an interior seating capacity to serve at least 50 individuals calculated using 15 square feet per individual.

(3) Counter space or bar space for the dispensing of alcoholic beverages must not exceed 20 percent of the seating capacity for all dining areas.

(4) The combined kitchen and food storage facilities must have square footage equal to at least 50 percent of the square footage for all dining areas.

(5) An architectural or engineered scaled floor plan verifying the above must be provided with the request for a liquor license.

(c) Motels and hotels selling alcoholic liquor for consumption on the premises with either a class A-hotel or a class B-hotel license must have 60 or more guestrooms and a lounge serving at least 25 persons calculated at 15 square feet per person.

(d) Nail salons, day spas, hair salons, and barber shops serving alcohol by the glass to patrons during the performance of services by business personnel or while the patrons are waiting their turn for such services. Hours for serving alcohol in any premises described in this subsection must not begin before 10:00 a.m. on any day and must end before 9:00 p.m. on any day.

Sec. 14-43. - Conduct of liquor licensed business.

(a) The business personnel of a liquor licensee are responsible for the conduct of its patrons and other occupants.

(b) No disorderly, loud or boisterous conduct shall be permitted.

(c) No booths shall be permitted which are completely enclosed or capable of being either permanently or temporarily completely enclosed or locked or with partitions higher than four feet from the floor.

(d) A liquor licensee shall not be a nuisance business.

Sec. 14-44. - Liquor license application and procedure.

(a) An applicant seeking a state liquor license must file a general business license application as provided in article II of this chapter accompanied by the additional information required by this article and by liquor control requirements.

(b) Upon receipt of the application, in addition to processing the application as provided in section 14-5, the clerk shall transmit the application to the city's development review team for a review and recommendation to the clerk. The clerk shall provide a recommendation to the council. The clerk's recommendation shall address whether the applicant and the business premises comply with requirements for issuance of a general business license. The development review team's recommendation to the clerk may consider the requirements for a general business license and but shall focus on the character of the neighborhood of the proposed licensed premises, type of license, the type of restaurant or other business, the type of activities, hours of operation, available public safety resources, and possible secondary effects of the proposed liquor licensed business.

(c) The council may decide to hold a public hearing on the application in which case written notice of the public hearing shall be provided (i) to the applicant, (ii) to all property owners of record of property within 300 feet of the proposed licensed premises, and (iii) occupants of buildings within 300 feet of the proposed licensed premises, at least 15 days prior to the public hearing.

(d) The city council may deny an application or recommend denial if the applicant, the premises, or the application fails to comply with the requirements of this chapter.

Sec. 14-45. - Revocation or nonrenewal of license.

(a) The city manager, clerk, public safety director, city planner, city attorney or building official may recommend to the city council that it recommend to the state liquor control commission the denial of any renewal of or the revocation of a liquor license issued to a business in the city for any of the following reasons:

(1) The licensee is a nuisance business.

(2) The licensee failed to comply with a provision of this chapter.

(3) The licensee failed to comply with any liquor control requirements.

(4) The licensee failed to comply with any other applicable requirement of this Code.

(5) The licensee failed to comply with an applicable law, rule or regulation.

(6) The licensee failed to adequately provide for the safety and security of its patrons or their property.

(7) The licensee is delinquent in the payment of real or personal property taxes levied against the licensed premises or personal property within it, is delinquent in the payment of special assessments levied against the license premises, is delinquent in the payment of fees for city water or sanitary sewer services provided the licensed premises, or is otherwise in default to the city.

(8) The licensee's business personnel were found guilty or pled guilty or no contest to criminal charges for activities at the licensed premises that injured or endangered patrons, public officials, the public, or other licensee business personnel or damaged any of their property.

(b) Any recommendation under subsection (a) shall be in writing and accompanied by a copy of a written notice to the licensee informing the licensee of the recommendation, the reasons for the recommendation, and the licensee's rights to appeal as provided in section 1-29 of this Code.

(c) If the licensee appeals the recommendation and seeks a hearing, before the council acts on the recommendation made under subsections (a) and (b), the council shall hold a public hearing as provided in section 1-29 of this Code.

(d) After any hearing held as provided in subsection (c) the council may, by resolution, recommend such action be taken by the Liquor Control Commission as the council may deem appropriate. The clerk shall transmit a certified copy of that resolution, together with supporting documents, to the Liquor Control Commission.

Sec. 14-45. - Violations.

A violation of this article is a misdemeanor punishable as provided in section 1-26 of this Code.

ARTICLE V. - MARIHUANA ESTABLISHMENTS AND FACILITIES

Sec. 14-51. - Marihuana establishments and facilities prohibited.

(a) Pursuant to section 6 of the MRTMA marihuana establishments are prohibited within the boundaries of the city.

(b) Marihuana facilities are prohibited within the boundaries of the city.

Sec. 14-52. - Rights unaffected by article.

(a) Except as specifically provided in section 14-51 prohibiting marihuana establishments, this article shall not affect the rights or privileges of any individual or other person under the MRTMA.

(b) This article does not affect the rights or privileges of a marihuana facility outside the boundaries of the city to engage in activities within the boundaries of the city that it is allowed to engage in under the MMFLA within a municipality that has not authorized marihuana facilities to operate within the municipality.

(c) This article does not affect any rights or privileges of registered qualifying patients or registered primary caregivers under the MMMA or the MMFLA.

(d) This article does not affect any rights or privileges of any individual or other person under the IHRA.

(e) This article does not affect any rights or privileges of any individual or other person under any other federal or state law, rule or regulation related to the medical use of marihuana.

Sec. 14-53. - Review.

The city council shall review this article and the prohibitions in section 14-51 following the state's promulgation of rules pursuant to the MRTMA, but such a review shall occur not later than June 30, 2020.

Sec. 14-54. - Violations.

A violation of this article is a misdemeanor punishable as provided in section 1-26 of this Code.

ARTICLE VI. - MESSAGE ESTABLISHMENTS

Sec. 14-61. – License required.

No person shall operate a message establishment in the city without first obtaining a message establishment license to do so from the city.

Sec. 14-62. – License application.

(a) An application to operate a message establishment shall be made to the clerk on a form provided by the clerk that in addition to the information required for a general business license under this chapter is also accompanied by the following information:

(1) A description of the services to be provided.

(2) Written proof that the applicant (if individual or partnership) and all managers are at least 18 years of age.

(3) Brief history of the applicant's past message establishment experience.

(4) Whether any previous message establishment associated with the applicant had its license suspended, revoked, denied and the reasons for such action.

- (5) The name and address of any other massage business or establishment owned (partially or wholly) or operated by the applicant or the applicant's business personnel.
 - (6) The names and addresses of each of the applicant's business personnel who will provide services in the city and copies of any state-issued massage therapist license for each such individual.
 - (7) A description of any other businesses to be operated on the same premises as the massage establishment or on any adjoining or nearby premises owned or controlled by the applicant or the applicant's business personnel.
 - (8) A scaled drawing showing the layout of the interior of the premises to be occupied by the massage establishment.
- (b) The clerk shall transmit, process, issue, and deny an application for a massage establishment in the same manner as for a general business license except for any additional requirements provided in this article.

Sec. 14-63. – Massage establishment requirements.

- (a) Massage establishment licensee and the licensee's business personnel must comply with the following:
- (1) All requirements of this chapter and all other provisions of this code.
 - (2) No alcoholic liquor may be sold, distributed, consumed, stored, given away, or provided to any person on the premises of any massage establishment.
 - (3) No individual shall be nude or semi-nude in the presence of another individual on the premises of a massage establishment.
 - (4) No individual may engage in any specified sexual activities on the premises of a massage establishment.
 - (5) No massage establishments shall be open between the hours of 11:00 p.m. and 6:00 a.m.
 - (6) All business personnel must wash or sanitize their hands before giving any service or treatment to a patron.
 - (7) All towels, tissues, sheets or other coverings must be used singularly for each patron and discarded for laundering or disposal immediately after use. Clean and sanitary towels and linens shall be provided for each patron. No common use of towel or linens shall be permitted.
- (b) The business premises of each massage establishment must comply with the following standards:
- (1) All tables, tubs, shower stalls and floors (except reception and administrative areas) shall be made of nonporous materials which may be readily disinfected.
 - (2) Closed cabinets shall be provided and used for the storage of clean linen, towels and other materials used in connection with administering massages.
 - (3) Containers shall be provided for all soiled linen, towels and waste materials.
 - (4) At least one plumbed sink within the massage establishment. Additionally, each individual area in which massage is practiced shall be equipped with a hand-sanitizing facility equipped with running water and soap, antibacterial hand wipes, waterless hand sanitizers, or other commercially acceptable means of handwashing.
 - (5) Lavatories and shower stalls (if provided) shall be located as to ensure privacy between the massage establishment and any other business or use.
 - (6) No part of the licensed premises shall be used for or connected with any bedroom or sleeping quarters; nor shall any person sleep in a massage establishment except for a limited period incidental to and directly related to massage or bath.

Sec. 14-64. - Violations.

A violation of this article is a misdemeanor punishable as provided in section 1-26 of this Code.

ARTICLE VII. - VENDORS/SOLICITORS

Sec. 14-71. – License required.

All vendors/solicitors must obtain a general business license from the city that also states that the licensee is licensed as a vendor/solicitor under this article.

Sec. 14-72. - License application.

In addition to other information on the general business license application, the applicant for a vendor/solicitor license must also provide the following:

- (a) A list of all persons who will be engaging in activities on behalf of the applicant.

- (b) A list and description of the goods or services to be sold or for which orders are being solicited.
- (c) The address of any temporary location in the city that will be occupied by the applicant or anyone acting on the licensee's behalf and the written consent of the owner of that location.
- (d) The name and contact information of a responsible individual who can be contacted at any time any person is engaging in activities in the city on the licensee's behalf.

ARTICLE VIII. - PRECIOUS METAL AND GEM DEALERS

Sec. 14-81. - Registration certificate required.

No person shall engage in a business of a precious metal or gem dealer as defined in 1981 PA. 95, MCL 445.481 *et seq.*, without having first obtained a certificate of registration from the city police department in addition to a general business license under this chapter.

Sec. 14-82. - Application for and issuance of certificate.

The application must be in a form and contain the information and accompanying information required by 1981 PA. 95, MCL 445.481 *et seq.* and the certificate shall be in a form required by 1981 PA. 95, MCL 445.481 *et seq.*

Sec. 14-83. - Purchase of coins.

In addition to those items for which records and notification to the police are required by 1981 PA. 95, MCL 445.481 *et seq.*, any precious metal and gem dealer within the city who purchases coins of any kind, whether issued by the United States government or any foreign government, shall comply with the record and notification requirements as provided in the applicable state statutes and the provisions of this article.

ARTICLE IX. – REGULATED SALES

Sec. 14-91. – Regulated sales license and requirements.

Regulated sales in the city must comply with the following:

- (a) They must be conducted pursuant to a regulated sales license issued pursuant to 1961 PA 39, MCL 442.211 *et seq.*, and this article.
- (b) They must be conducted by a licensee with a general business license issued pursuant to this chapter.
- (c) They must be conducted at a location listed and included on the general business license issued pursuant to this chapter.
- (d) They must be conducted in compliance with 1961 PA 39, MCL 442.211 *et seq.*, and this article.

Sec. 14-92. – Regulated sales license application.

(a) An applicant for a license under this article must file an application in writing and under oath with the clerk that in a form provided by the clerk that provides the following information regarding the proposed sale:

- (1) The name, postal address, telephone number, and electronic mail address of the applicant, who must own the goods to be sold. If the applicant is a person other than an individual, the name and the position of the individual filing the application.
- (2) The name and style of the sale and the address where the sale is to be conducted.
- (3) The dates and time period during which the sale is to be conducted.
- (4) The name, postal address, telephone number, and electronic mail address of the individual who will be in charge and responsible for the conduct of the sale.
- (5) A full explanation of the condition or necessity which is the occasion for the sale, including a statement of the descriptive name of the sale and the reasons why the name is truthfully descriptive of the sale. If the application is for a license to conduct a going out of business sale as defined in 1961 PA 39, MCL 442.211 *et seq.*, it shall also contain a statement that the business will be discontinued at the premises where the sale is to be conducted upon termination of the sale. If the application is for a license to conduct a removal sale, 1961 PA 39, MCL 442.211 *et seq.*, it shall also contain a statement that the business will be discontinued at the premises where the sale is to be conducted upon termination of the sale, in addition to the location of the premises to which the business is to be moved. If the application is for a license to conduct a sale of goods damaged by fire, smoke, water or otherwise, it shall also contain a statement as to the time, location and cause of the damage.
- (6) A full, detailed and complete inventory of the goods that are to be sold, which inventory shall:
 - (A) Itemize the goods to be sold and contain sufficient information concerning each item, including make and brand name, if any, to clearly identify it.

(B) List separately any goods which were purchased during a 60-day period immediately prior to the date of making application for the license.

(C) Show the cost price of each item in the inventory together with the name and address of the seller of the items to the applicant, the date of the purchase, the date of the delivery of each item to the applicant and the total value of the inventory at cost.

(7) A statement that no goods will be added to the inventory after the application is made or during the sale and that the inventory contains no goods received on consignment.

(b) A license application, including any application for renewal of a license issued under this article, must be accompanied by a license fee in an amount established by resolution of the city council.

Sec. 14-93 – License; issuance and restrictions.

(a) After receiving an application including the information required by this article and filed by a general business licensee or applicant for a general business license, the clerk may issue a license to the applicant that:

(1) Authorizes the licensee to advertise, represent and sell the particular goods so inventoried at the time and place stated in the application and in accordance with this article.

(2) State the date of its expiration.

(3) Is valid only for the sale of the inventoried goods which the licensee owns and applies only to the premises specified in the application.

(4) May not be transferred or assigned.

(b) If a licensee under this section is engaged in business at another location, the advertising or offering of goods must not represent or imply any connection with, participation in or cooperation with the sale on the premises specified in the license. No advertising or other offering of goods on behalf of the premises where the licensed sale is being conducted may be connected with, represent or imply any participation in or cooperation with such sale at other locations.

(c) No license under this section authorizes or shall be issued to any person to:

(1) Conduct a sale in the trade name or style of a person in whose goods the applicant for the license has acquired a right or title thereto within 6 months before applying for the license.

(2) Continue a sale in the name of a licensee under this section whose goods such person acquired a right or title to while such a sale is in progress.

(3) Conduct a sale, other than an insurance sale, a salvage sale or a sale of damaged goods, on the same premises within one year from the conclusion of a prior sale of the nature covered by this article.

(d) A license to conduct a sale issued pursuant to this article is valid only up to 30 days.

(e) A license issued under this article may be renewed not more than twice for a period not to exceed 30 days for each renewal upon affidavit of the licensee that the goods listed in the inventory have not been disposed of and that no new goods have been or will be added to the inventory previously filed pursuant to this section, by purchase, acquisition on consignment or otherwise.

(1) The application for renewal of the license shall be made not more than 5 days prior to the time of the expiration of the license and must include a new inventory of goods remaining on hand at the time the application for renewal is made, which new inventory shall be prepared and furnished in the same manner and form as the original inventory.

(2) No renewal shall be granted if any goods have been added to the stock listed in the inventory since the date of the issuance of the license.

Sec. 14-94. – Regulated and prohibited acts.

(a) No person in contemplation of conducting a sale under a license under this article shall order or purchase any goods for the purpose of selling and disposing of those goods at such sale. Each unusual purchase and additions to the stock of goods within 60 days prior to the filing of the application for license to conduct a sale under this article will be presumptive evidence that the purchases and additions to stock were made in contemplation of the sale and for the purpose of selling those goods at the sale and will be presumptive evidence of a violation of this article. Each constitutes a separate offense under this section and voids any license issued to conduct a sale under this article.

(b) No person conducting a sale under a license under this article shall add, during the sale, any goods to the stock of goods described and inventoried in the original license application. No goods shall be sold at or during the sale, except goods described and inventoried in the original application. Every addition of goods to the stock of goods described and inventoried in the application and each sale of goods not inventoried and described in the application, will be presumptive evidence of a violation of this article and

each will constitute a separate offense under this article, and will void a license issued under this article.

(c) A license issued under this article is valid only for a sale of the goods inventoried and described in the license application, in the manner and at the time and place stated in the application. Removal of any goods listed in the application from the place of sale stated in the application will cause those goods to lose their identity as the licensee's stock of goods for the licensed regulated sale and no license will be issued for conducting a sale of any of such goods removed from the place stated in the application at any other place.

(d) The following unfair and deceptive business practices are strictly prohibited in the course of a sale under this article:

(1) Causing a probability of confusion or misunderstanding as to the source, sponsorship, approval, or certification of the goods.

(2) Representing that goods have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have.

(3) Representing that goods are new if they are deteriorated, altered, reconditioned, used, or secondhand.

(4) Representing that goods are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.

(5) Disparaging the goods of another by a false or misleading representation of fact.

(6) Advertising or representing goods with the intent not to dispose of the goods as advertised or represented.

(7) Making a false or misleading statement of fact concerning the reasons for, existence of, or amounts of price reductions, including but not limited to advertising and/or conducting a going out of business sale when the business continues to operate and advertising and/or conducting a removal sale when the business continues to operate at its current location.

(8) Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.

(9) Making a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is.

(10) Using any other deceptive representations in connection with the sale of goods.

ARTICLE X. – SECONDHAND OR JUNK DEALERS

Sec. 14-101. – Second hand dealer and junk dealer license required.

Second hand dealers and junk dealers may only operate in the city with a general business license as provided in this chapter and after also obtaining a license issued by the mayor pursuant to this article and 1917 PA 350, MCL 445.401 *et seq.*

Sec. 14-102. - License application and issuance.

An application for a license under this article must be filed and a license will be issued in accordance with 1917 PA 350, MCL 445.401 *et seq.*

Sec. 14-103. – Records and business practices.

A licensee under this article must comply with the recordkeeping and other requirements of 1917 PA 350, MCL 445.401 *et seq.*

ARTICLE XI. –PAWNBROKERS

Sec. 14-111. - License required.

No person shall operate a business of a pawnbroker in the city without obtaining a general business license from the city in accordance with this chapter and a pawnbroker license issued by the mayor pursuant to this article and 1917 PA 273, MCL 446.201 *et seq.*

Sec. 14-112. - License application and issuance.

An application for a license under this article must be filed and a license will be issued in accordance with 1917 PA 273, MCL 445.201 *et seq.*

Sec. 14-113. – Records and business practices.

A licensee under this article must comply with the recordkeeping and other requirements of 1917 PA 273, MCL 446.201 *et seq.*

ARTICLE XII. – SNOW PLOWING

Sec. 14-121. – City license required.

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

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

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

Sec. 14-122. – License application.

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

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

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

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

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

Sec. 14-423. – Grounds for denial, suspension, revocation or nonrenewal.

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

(a) Violation of this chapter or of any other provision of this Code.

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

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

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

(e) Information about incidents involving (i) the applicant/licensee, (ii) any of the applicant/licensee's directors, members, officers, or employees, or (iii) agents of the applicant/licensee, such as, for example, individuals operating any vehicles or other equipment for the applicant/licensee that lead the city clerk to

determine that the applicant/licensee's business practices have violated or may violate applicable laws, rules or regulations.

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

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

Sec. 70-124. – License issuance, term and possession.

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

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

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

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

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

Sec. 14-125. – License denial, suspension, revocation or nonrenewal.

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

Sec. 14-126. – Special equipment and identification.

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

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

Sec. 14-127. – Violation as municipal civil infractions.

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

Section 3. That section 1-20 of the Code of Ordinances, City of Wyoming, Michigan, entitled “Reference to offices,” is repealed.

Section 4. That Chapter 70, Article IV, Division 2, of the Code of Ordinances, City of Wyoming, Michigan, is amended to read as follows:

DIVISION 2. – SNOW PLOWING

Sec. 70-421. – City license.

No individual or entity shall engage in the business of moving, removing or plowing snow on any public or private property without having licenses as required by Chapter 14 of this Code.

Section 5. That Chapter 70, Article III, Division 2 of the Code of Ordinances, City of Wyoming, Michigan, entitled “License” providing for the city’s issuance of licenses to persons engaging in the business of constructing, reconstructing or repairing sidewalks, driveway approaches and curbs is repealed.

Section 6. That 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

Ordinance No. 11-20

STAFF REPORT

Date: March 10, 2020
Subject: Business Licensing Ordinance Revision
From: Scott Smith, City Attorney
Meeting Date: March 16, 2020 Meeting

RECOMMENDATION:

Adopt the Ordinance to Amend the Code of Ordinances by Amending Section 1-2 Entitled “Definitions and Rules of Construction,” Chapter 14 Entitled “Business,” and Chapter 70, Article IV, Division 2 Entitled “Snow Plowing,” and by Repealing Section 1-20 of the City Code, Entitled, “Reference To Offices” and Chapter 70, Article III, Division 2 Entitled “Licenses,” to Update Provisions for Licensing and Regulating Businesses in the City and Providing Penalties for Violation of those Provisions.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – The ordinance will improve business licensing processing, remove redundant and outdated regulations, and clarify licensing requirements, benefiting local businesses.

Safety – The ordinance provides additional tools to address businesses who act irresponsibly.

Stewardship – The ordinance effectively uses city resources by focusing licensing and regulation only where needed.

BUDGET IMPACT:

There should be no budgetary impact.

DISCUSSION:

Like many local governments, Wyoming licenses businesses operating within its boundaries. Information provided by licensed businesses better enable City personnel to protect them, their patrons and the general public. Licensing also provides a way to address undesirable business practices or undesirable effects of some businesses.

The City Clerk initiated a review of the business licensing provisions to address outdated and redundant regulations, improve process clarity and efficiency, and address other concerns. The proposed ordinance:

1. Provides a single process for all business licensing, unless state law requires a different process. If state law requires that a city official or body other than the City Clerk issue a license, this ordinance recognizes that procedural requirement. Otherwise, there is a common procedure for reviewing and approving all licenses even where the requirements for obtaining a license or the requirements for a licensee may vary.
2. Consolidates, updates, and clarifies definitions and rules of interpretation, making them easier to reference, and updates references to state laws and other authority.
3. Incorporates without substantive change the recently approved provisions relating snow plowing and marihuana. It also does not address carnivals that are now addressed in the recently approved special events ordinance.
4. Eliminates special licensing provisions related to (i) pool halls, (ii) public dances, (iii) gasoline stations, (iv) massage therapists, (v) junkyards, (vi) parking lots, and (vii) public lodging. They are addressed either by state law that preempts or would make local requirements redundant, or by other ordinances such as the zoning ordinance or short-term rental ordinance.
5. Updates the liquor licensing provisions to (i) remove references to “offensive, indecent and obscene” entertainment to avoid First Amendment concerns, (ii) remove requirements for being able to see into the premises from the outside, (iii) remove prohibitions against living quarters, (iv) remove prohibitions against

closed doors to private rooms, (v) remove the requirement for gender specific restrooms, (vi) remove closing time requirements, (vii) remove obligations for annual reports, and (viii) allow for licenses for nail salons, day spas, hair salons, and barber shops.

6. Clarifies and improves criteria for adverse license actions such as denial of issuance or renewal, suspension and revocation, as well as the procedure to making and appealing those decisions.

7. Makes most violations of the chapter municipal civil infractions, while providing that violations related to adult businesses, liquor licenses, marihuana, and massage establishments are misdemeanors because it may be appropriate to make arrests to protect business personnel, business patrons, or the general public. Civil infractions fines are substantial (\$250, \$500, and \$2500) so that noncompliance is more costly than compliance.