

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, JUNE 3, 2013, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation**  
Pastor Samuel VanderKlok, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the regular meeting of May 20, 2013
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
  - a) Presentations
    1. Kent District Library 2012 Annual Report, presented by Lance Werner, KDL Director, Lori Holland, Wyoming Branch Manager and Vickie Hoekstra, KDL Board Member
  - b) Proclamations
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**
  - 1) Budget Amendment No. 44 – To Appropriate \$85,000 of Budgetary Authority to Provide Funding for Local Streets Winter Maintenance
- 14) Consent Agenda**
- 15) Resolutions**
  - a) To Set a Date for a Public Hearing Concerning the Vacation of a Portion of 50<sup>th</sup> Street Commencing 400 Feet West of Clay Avenue and Extending West for a Distance of 422 Feet to It's West Terminus, in the City of Wyoming, Section 25, Kent County, Michigan (July 1, 2013 at 7:01 p.m.)
  - b) To Set a Date for a Public Hearing Concerning the Vacation of Alcoma Street, East of Godfrey Avenue, in the City of Wyoming, Section 2, Kent County, Michigan (July 1, 2013 at 7:02 p.m.)
  - c) To Adopt the Support Emergency Operations Plan for the City of Wyoming
  - d) To Authorize the Mayor and City Clerk to Execute an Amendment to the Interlocal Agreement Between the City of Wyoming and the County of Kent for the Home Investment Partnerships (HOME) Program

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

- e) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Milling and Resurfacing Sections of Division Avenue and Ivanrest Avenue in the City of Wyoming
- f) To Authorize the Purchase of De-icing Salt from the North American Salt Company
- g) To Rescind a Bid and Award a Bid for Median Mowing (2013-2014)
- h) For Award of Bids and to Authorize the Mayor and City Clerk to Execute a Contract
  - 1. Two Pumps
  - 2. Wide Format Printer-Scanner-Copier

**17) Ordinances**

- 5-13 To Amend that Portion of Table 90-646 Entitled “Drive-Through Restaurant” to the Code of the City of Wyoming (Drive-Through Restaurants) (FINAL READING)
- 7-13 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (93) Thereto to Rezone 5.1 Acres from B-3 Planned Business to B-2 General Business (155-28<sup>th</sup> Street SW) (FIRST READING)

**18) Informational Material**

**19) Acknowledgment of Visitors**

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

**21) Adjournment**

# ANNUAL REPORT



**KDL** Information. Ideas. Excitement!  
Kent District Library *Excitement!*  
[www.kdl.org](http://www.kdl.org)

## LETTER FROM THE DIRECTOR

In last year's annual report, I shared my aim to accelerate the evolution of public library service by making it convenient, informative and sustainable. KDL achieved so much progress toward that goal in 2012 that we are recognized as a finalist for the Grand Rapids Chamber of Commerce EPIC Award in the category of Excellence in Business. EPIC stands for Entrepreneurial, Progressive, Innovative and Collaborative and KDL is proud to be recognized by the West Michigan business community for demonstrating these valuable qualities.



KDL is the library our customers need today and tomorrow. We are not the library of the past. By completing our move to DeweyFree subject categories in our branches, we offer more intuitive and convenient access to information. With the largest collection of downloadable materials of any public library in the state, KDL is proactive in developing a collection that matters to our customers. Our highly-trained staff members provide excellent programs that bring families together. Because we have been responsive to the evolving needs of our customers, KDL is a growing library. We experienced huge increases in our circulation of digital materials and significant participation in events such as the inaugural Write Michigan Short Story Contest.

Being good stewards of taxpayer funds by providing the greatest possible return on investment, and making every attempt to report those efforts, remains Kent District Library's highest priority. Success for KDL means every library tax dollar is returned tenfold because young children enter kindergarten with the skills they need to be ready to read; teens and young adults find the information they need to fuel their imagination and fulfill their dreams; every resident has convenient access to online information; and our communities are stronger because people read, learn, create and share at their local Kent District Library branch.

A handwritten signature in blue ink, which appears to read "Lance Werner". The signature is fluid and cursive, with a long horizontal line extending to the right.

Lance Werner

## RESPONSIVE

KDL maintains a physical collection of high demand print material while meeting customers' increasing needs for **CONVENIENT** digital content.

In 2012, KDL went entirely DeweyFree.

For customer convenience, our collection is now arranged by familiar subject headings.



## Physical

Items in Collection

Check-outs

2011

2011

1,019,342

6,692,539

2012

2012

991,793

6,153,793

## Digital

Items in Collection

Check-outs

2012

2012

29,027

370,914

2011

2011

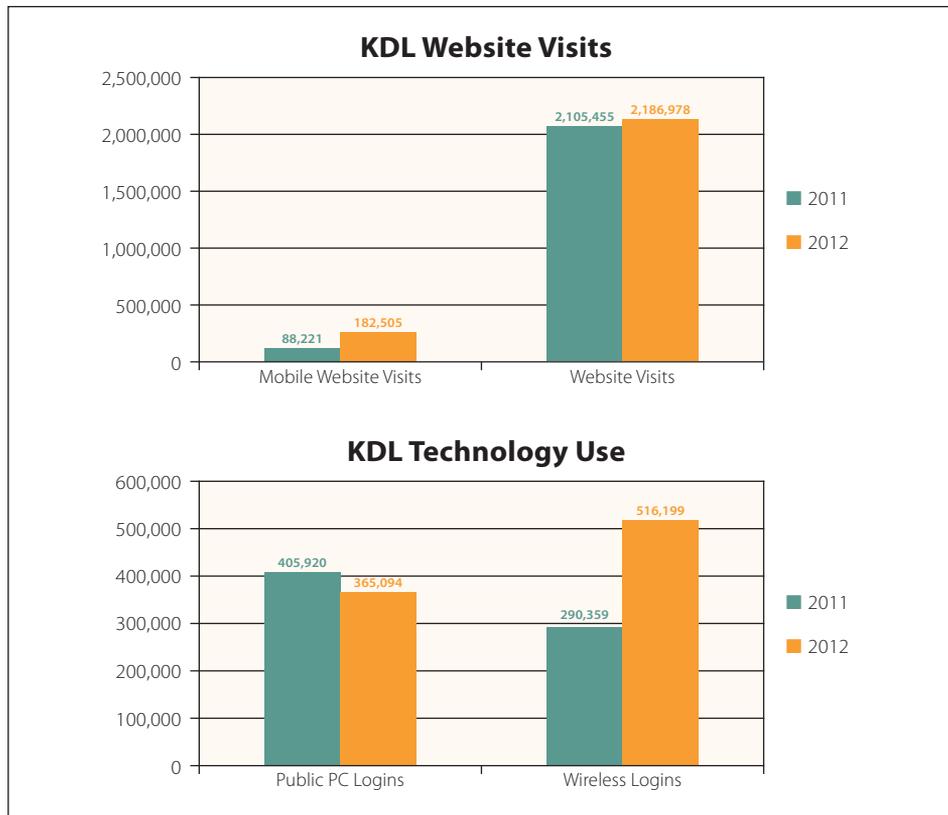
10,853

190,203



## TECHNOLOGY

As a library of today and for tomorrow, one of KDL's strategic priorities is to help our customers find, use and evaluate electronic information. An increasingly tech-savvy customer base drove the number of Wi-Fi logins higher than in-branch computer logins for the first time in KDL's history. To meet the burgeoning need for wireless Internet access, KDL updated its routers at the Service Center and increased available bandwidth at several of our smaller branches to improve access and Internet response time.



To ensure that all of our customers have access to electronic information and communications technology, KDL provides 325 public computers. In 2012, KDL staff provided electronic assistance to over 50,000 customers. Last year, 2,374 people attended one of KDL's many computer classes, which range in topic from how to use the computer mouse to new apps for your iPad. KDL also partners with Career Transitions Center of West Michigan to offer employment skills classes specifically for job seekers.

“

“All of the library staff have been great in helping me with questions about Internet sites or offering computer assistance... Extended computer time for completing employment applications has also been a real blessing.”

— Debra Collins

”

## FOSTERING CREATIVITY

**Information. Ideas. *Excitement!*** What KDL inspires.

### WRITE MICHIGAN

KDL launched the Write Michigan Short Story Contest in 2012 with the goal of fostering creativity and providing the public with greater access to Michigan's talented writers. In partnership with Schuler Books & Music and the Grand Rapids Public Library, the state-wide Write Michigan contest received nearly 600 entries by authors of all ages. The top entries won a spot in the inaugural Write Michigan Anthology, published in 2013 by Chapbook Press.



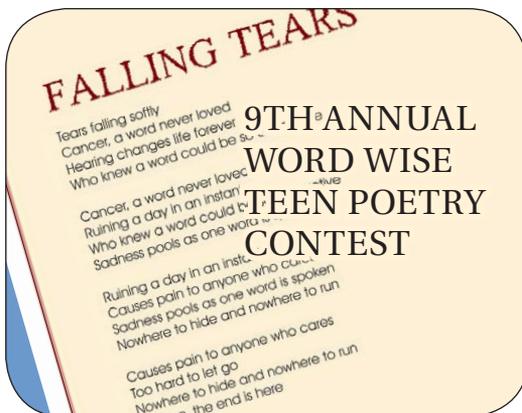
### TEEN FILM FESTIVAL

Also in partnership with our neighboring Grand Rapids Public Library, KDL sponsored the Kent County Teen Film Festival.



### CELEBRATE THE MITTEN AUTHOR SHOWCASE

In 2012, KDL hosted the inaugural Celebrate the Mitten Author Showcase featuring informational sessions and networking opportunities for aspiring writers.



### LOCAL INDIE @ KDL

To promote and provide access to local creative talent, KDL began soliciting donations for a branded collection of self- (or independently-) published books, music CDs or DVDs from talented West Michigan residents.



“

“I love books, and my children love books. The library provides a safe, fun and exciting place for me and my children to explore. We learn about different cultures — what food they eat, how they live like us and different from us. I can’t think of a better place to bring my children than the library. The storytimes are great! The different FREE events the library hosts are spectacular. Thank you for providing not only my family, but many others, with a place to explore that is friendly and fun!”

— Jaime Batdorff

”

## EARLY LITERACY

KDL is a nationally-recognized leader in early literacy programming. Nearly half of our more than 5,000 annual programs are designed to develop pre-reading skills in young children. Attendance at these programs in 2012 was nearly 65,000!

Our youth librarians are in high demand as presenters on topics such as our KDLville™ Interactive Early Literacy Centers and incorporating early literacy skills into storytimes. KDL also offers Early Childhood Essentials, a training program geared toward parents and child care providers.



## PROGRAMS

KDL provided more than 5,200 programs to enhance the quality of life for our patrons, many of which were undertaken in partnership with nearly 70 local organizations and businesses. Thanks to these partnerships, more than 155,000 people attended free programs at KDL in 2012 at a cost to the library of just 56 cents per attendee.

### 2012 PROGRAMS

TYPE	# OF EVENTS	# OF PARTICIPANTS
Private programs (tours, workshops, etc.)	585	35,063
Programs for young children	2,430	64,702
Programs for school age children	250	4,450
Programs for teens	330	5,773
Programs for adults	948	9,052
Programs for all ages	659	37,175
<b>TOTAL</b>	<b>5,202</b>	<b>156,215</b>

# GOVERNANCE AND ORGANIZATIONAL STRUCTURE

## BOARD OF TRUSTEES

The Kent District Library Board of Trustees is composed of 8 members representing geographic regions of the KDL Service Area. Trustees must live in the region they represent. Board members are appointed for four-year terms by the Kent County Board of Commissioners based on recommendations from the eight regions. The KDL Board meets monthly. Major duties include establishing and maintaining a public library for Kent District Library, establishing library policies, employing the Library Director, adopting an annual budget, approving the expenditure of funds, entering into contracts and controlling all KDL property.

TRUSTEE	AREA OF RESPONSIBILITY
Charles R. Myers, Chair	<b>Region 4:</b> City of Lowell, and Vergennes, Lowell and Bowne Townships
Vickie Hoekstra, Vice Chair	<b>Region 8:</b> City of Wyoming
Scott E. Petersen, Treasurer	<b>Region 7:</b> City of Grandville and Byron Township
Carol Simpson, Secretary	<b>Region 1:</b> Spencer, Tyrone, Nelson and Oakfield Townships
Shirley Bruursema, Trustee	<b>Region 6:</b> City of Kentwood, and Gaines and Caledonia Townships
Charles Fry, Trustee	<b>Region 5:</b> City of East Grand Rapids, and Cascade, Ada and Grand Rapids Townships
Scott Garrison, Trustee	<b>Region 2:</b> City of Rockford, and Cannon, Algoma, Courtland and Grattan Townships
Penny Weller, Trustee	<b>Region 3:</b> City of Walker, and Plainfield and Alpine Townships



Charles R. Myers,  
Chair



Vickie Hoekstra,  
Vice Chair



Scott E. Petersen,  
Treasurer



Carol Simpson,  
Secretary



Shirley Bruursema,  
Trustee



Charles Fry,  
Trustee



Scott Garrison,  
Trustee



Penny Weller,  
Trustee

## LEADERSHIP TEAM

The Kent District Library Leadership Team leads the staff in support of KDL’s strategic plan, coordinates organizational functions and facilitates communication. Members of the Leadership Team are:

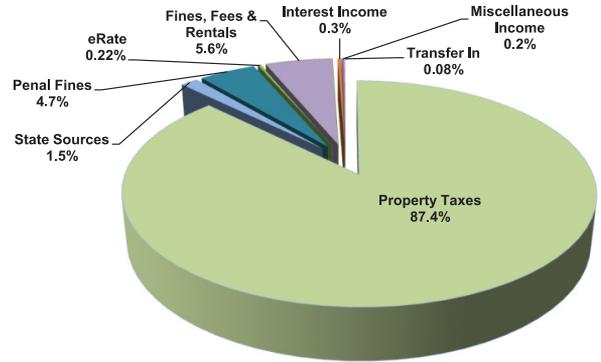
POSITION	NAME
Library Director	Lance Werner
Assistant Director for Central Services	Cheryl Garrison (January – July)
Assistant Director for Public Services	Michelle Boisvenue-Fox
Director of Finance	Sherry Bava
Director of Human Resources	Brian Mortimore
Director of Information Technology	Michael Carpenter

## AWARDS

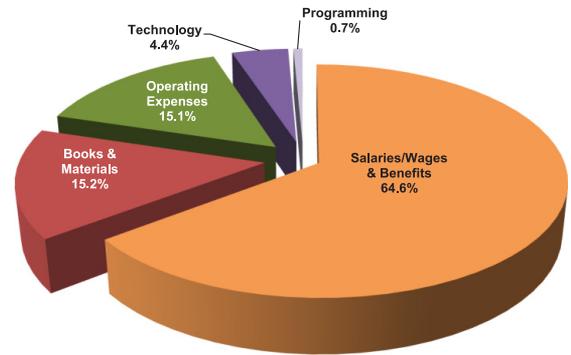
- ★ For the third year in a row, Kent District Library was recognized by *Library Journal* as one of **America’s Star Libraries**. Star Libraries are the highest-ranked libraries in the nation based on usage. KDL was one of only four public libraries in Michigan to earn this designation in 2012.
 
- ★ KDL’s exceptional eBook marketing campaign, **DWNLOAD THE LIBRARY**, won a **Gold ADDY Award** and a **Best in Show** in the print division at the Mid-Michigan Creative Alliance ADDY Awards.
 
- ★ KDL’s efforts to promote our exceptional digital collection also won OverDrive’s **Outside the Library** Outreach Program contest. OverDrive is an Ohio-based digital distributor of eBooks, audiobooks, music and videos for hundreds of publishers and thousands of libraries, schools and retailers worldwide.
- ★ Wyoming branch Youth Librarian Monica Walen received the Expanded Learning Opportunities (ELO) Network’s **Rising Star Award** for innovative after-school programs, such as “Science in the Stacks.”
- ★ KDL’s Digital Collection Trainers were recognized with the **Cool School Team Award** for their work ramping up staff’s skills in assisting customers with downloadable materials.
- ★ KDL’s Webmaster, Sheri Glon, received KDL’s **Starfish Award** for her exceptional work creating and maintaining digital collection “How-To’s” for staff and customers.

## FINANCIALS

REVENUE	
Property Taxes - Millage (.88mills)	13,453,262
State Sources	223,625
Penal Fines	725,869
Universal Service Fund - eRate	36,245
Fines, Fees & Rentals	862,466
Interest Income	45,293
Miscellaneous Income	30,113
Transfer In - Donation - AGF Fund	12,650
<b>TOTAL REVENUES</b>	<b>\$15,389,523</b>



EXPENDITURES	
Salaries/Wages	8,123,818
Benefits	1,885,626
Books & Materials	2,356,519
Operating Expenses	2,347,662
Technology (includes ILS & Internet)	674,362
Programming	109,057
<b>TOTAL EXPENDITURES</b>	<b>\$15,497,044</b>



Fund Balance - Beginning of Year	3,568,488
Fund Balance - Unspendable (Prepays)	-136,743
Fund Balance - Board Committed - ILS	- 65,300
Fund Balance - Board Committed - Capital Projects	-100,000
Excess Revenues over Expenditures	-107,521
<b>TOTAL UNDESIGNATED FUND BALANCE (AT YEAR END)</b>	<b>\$3,158,924</b>

The above numbers have been derived from the 2012 Financial Statements. Complete audited Annual Financial Statements will be available after June 2013.

## DONATIONS TO KDL

**536 Adults & Teens  
Volunteered  
12,444 hours to KDL**

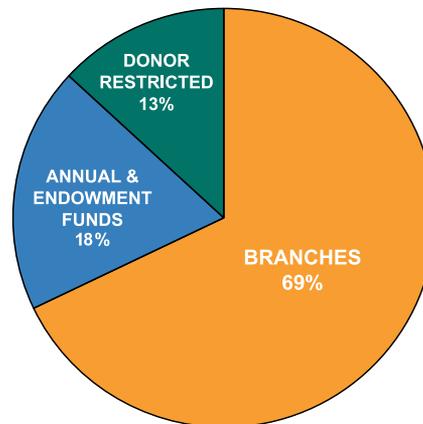


Joy Smith, Kristin Meyer (Englehardt Branch Manager), Dan Durkee (KDL Fund Board Member), Charles Myers (KDL Board Chair)

Joy Smith, long-time President of the Friends of the Englehardt branch and current President of the KDL Alliance of Friends, received the inaugural Patricia J. Kaiser Volunteer of the Year award. The accolade is named in honor of Patricia Kaiser, a long-time volunteer at the Krause Memorial branch who passed away in March 2012 after a courageous battle with cancer.

### DONATIONS TO KDL IN 2012

BRANCHES	
Book Sales	59,019
Donations	101,153
<b>SUBTOTAL</b>	<b>\$160,172</b>
ANNUAL & ENDOWMENT FUNDS	
Annual Giving Fund	39,296
Endowment Fund	2,463
<b>SUBTOTAL</b>	<b>\$41,759</b>
DONOR RESTRICTED	
Ash Trust	25,000
Grandville Library Services	5,736
Dumond & Nelson Trusts	263
<b>SUBTOTAL</b>	<b>\$30,999</b>
<b>GRAND TOTAL</b>	<b>\$232,930</b>



## 2012 DONATION REPORT

On behalf of the Kent District Library Board of Trustees, a special thank you is extended to the individuals, corporations and foundations that have generously supported Kent District Library in 2012. Community support through these donations allows KDL to continue to provide outstanding programming and services to our patrons. We could not do it without you. Thank you!

### THE KDL ENDOWMENT FUND

We gratefully acknowledge those gifts given to the KDL Endowment Fund from January 1 – December 31, 2012. The KDL Endowment Fund is held at the Grand Rapids Community Foundation.

#### GIFTS OF \$500+

Cheryl Garrison

#### GIFTS OF \$100+

William and Jill Beute

Gail DeYoung

Kaitlin Hendriksma

Justin and Anna Hickman

Miles and Linda Huffaker

John and Mary Lange

Gayle Lycos

The Mortimore Family

Cornelius Plantinga

Linda Vos

Lance Werner

Adam Wiese

#### GIFTS OF \$1+

Patsy Allen

Lawrence and Mary Austin

Eli Lilly and Company Foundation

Glenda Middleton

Heidi Nagel

### THE KDL ANNUAL FUND

We gratefully acknowledge those gifts given to the KDL Annual Fund from January 1 – December 31, 2012. These gifts support literacy programs for young children including, but not limited to: KDLville™, *Play, Grow, Read to Your Baby*, Early Childhood Education classes and KDL's summer reading program.

#### TWAIN SOCIETY (GIFTS OF \$2,500+)

Law Weathers & Richardson, PC

Loeks Theaters, Inc.

Meijer, Inc.

#### DICKENS SOCIETY (GIFTS OF \$1,000+)

Friends of the Cascade Township Library

Varnum, Riddering, Schmidt & Howlett LLP

#### STEINBECK SOCIETY (GIFTS OF \$500+)

Fishbeck, Thompson, Carr & Huber, Inc.

Bill and Mary Ford

Friends of the Grandville Library

Kenneth and Linda Krombeen

Amy Rokos

Scott and Anne Rush

Phillip Van Baren

#### POE SOCIETY (GIFTS OF \$250+)

Barbara Krause Bunbury

Mary Burns

Inta Grace

John and Mary Ellen Karcis

Library of Michigan Foundation

Dorothy Lorson

Joshua and Melanie Meringa

Nate and Carol Mohr

Richard and Barbara Young

#### ALCOTT SOCIETY (GIFTS OF \$100+)

Edward Aboufadel

Michelle Boisvenue-Fox

Charles and Lucy Caldwell

Hazel Carpenter

David and Diane Comfort (In Memory of  
Wanda Deubner)

Bradley and Lori DeBruyne

Mary Dersch

Daniel and Jan Durkee

Larry and Laurie Fernandez

Barbara Fishback

Patricia Jane Flaherty

Elizabeth Fossil

Karilyn Frederick

Friends of the Krause Memorial Library

Charles and Betty Jean Fry

Cheryl Garrison

Kathryn Gerow

Sandra Graham

Bill and Deborah Granger

Andrew and Wendy Hahn

Thomas Hegewald

Kaitlin Hendriksma

Douglas and Victoria Hoekstra

Miles and Linda Huffaker

Paul and Diane Hummel

Win and Kyle Irwin

Jean Iwema

Larry and Janine Jewell

James and Gail Junod

Jenny Kuck

Joseph and Barbara Marconi

Rodney and Mimi Martin

The Missad Foundation

Patrick and Christine Muldoon

Jean Mulford

Megan Niergarth

Sarah Pastoor

George and Darcy Pawlowski

Aaron and Sharon Phipps

Ronald and Kathie Redman

Joy Riemer

Judson and Margaret Ross

Joan Secchia

Rosemary Schnipke (In Memory of  
Jack Hekker)

Carol Simpson

Brent and Diane Slay

Jerome and Helen Smith

Shelly Smith

William and Emily Smith

Lyle and Ann Tuck

Mike and Brenda Warne

Dick and Laura Weld

Penny Weller

Lance Werner

West Michigan Whitecaps

Charlie White

Edgar Wieck

Charles and Jane Willekes

Otis and Anne Wilson

Mary Yoak

## DR. SEUSS SOCIETY (GIFTS OF \$1+)

Terry and Geraldine Abel  
Bernadine Agacinski  
Michael and Katrina Alexander  
John Alt  
Garnet Angel  
Margaret Appel  
Edgar and Marie Ault  
Mary and Lawrence Austin  
John and Betty Baguley  
Dean and Janet Bailey  
Jean Barkin  
Frank and Beverly Baron  
Lou and Linda Berra  
Cara Bixel  
Roberta Blake  
Carla Blandford  
Martha Blandford  
A. Elaine Boone  
Vern and Norma Boss  
Sharon Bradt  
Mary Brander  
William and Sharon Brandner  
Ken and Laurel Bratt  
Nick and Linda Bravata  
Mark and Ann Marie Brehm  
Gretchen Brink  
Martha Brooks  
Robert Burr  
Grace Burrows  
Carl and Emma Butenas  
Dick and Judy Byrne  
Marge Campbell  
Shirley Carroll  
Jackie Champion  
Kayle Clements (In Memory of Charles  
Freeley and Gwendolyn Craft)  
Michael and Maureen Cromwell  
Linda Damstra  
Chad and Kate Dykema  
Tony and Jennifer Dykhous  
Chris Eckman  
Daniel and Victoria Erickson  
Paul and Betty Flak  
Friends of the Gaines Township Library  
Friends of the Sand Lake/Nelson Township  
Library  
Richard and Eva Fuller  
David and Ruth Fry  
Frederick and Ruth Garver (In Memory of  
Clyde L. Garver)  
Sandra Genson  
William and Joanne Gerke

L. Lazelle Gill  
Katherine Gregg  
Doris Gorney  
Scott and Gail Haebich  
Richard and Patricia Hall  
Bill and Claudia Hardy  
Sandra Hayes  
Martin Hillard  
Dorothy Holt  
Janet McFarland Idema  
Phil and Cherry Jacobus  
Suzanne Johnson  
Lester and Chloe Jones  
Adrienne Junius  
Jon and Kerrie Karel  
Ethel Karsten  
Lisa Klaasen  
Robert Knapp  
Peter Kroening (In Memory of William Klein)  
Herbert and Wilma Jean Krol  
Cornelia Kukla  
Anne Lasker  
Katherine Downes Lewis  
Arend and Nancy Lubbers  
Patrick Ludwig  
Joseph and Betsy Luschin  
Florence Madden  
Camilla Martin  
Kerry McAvoy  
John and Patricia McCabe  
Mary McGrath  
Kristin Meyer  
Gene and Linda Michaels  
Glenda Middleton  
Emily Mitchell  
Nancy Mulder  
Patrick and Christine Muldoon  
Pat and Mary Mulhall  
Suzanne Naas  
Heidi Nagel  
Mark and Kathleen Newman  
Steven Norkus  
Joanne Norton  
Dennis O'Neill  
Joan Parker  
George and Darcy Pawlowski  
Gerrit and Janet Peddemors  
Scott E. Petersen  
C. Marjorie Peterson  
Barbara Pray  
Essie Pringle  
Winifred Punt

Kyle Purdy  
Tom Rademacher  
Helga Radick  
Rainbow Child Development Center  
Jeff and Kim Ridings  
Kathleen Ringeisen  
Ray and Francina Roberts  
Bonnie Roskam  
Howard and Carolyn Rubin  
Tammy Sadek  
Andy Saur  
Robert and Karen Schermer  
Barb Schneider  
Schuler Books & Music  
Peggy Serulla  
Marsha Shade  
Sandra Shank  
David J. Sherman  
Ray and Elizabeth Skeins  
Joy Smith  
Shirley Smith  
Kathryn Stacey  
Gary Stark  
Dr. Michael and Kathleen Stoiko  
Brian and Sandy Stone  
Angie Stout  
Shirley Switek  
Kathryn Taylor  
Lois Telzerow  
Ken and Linda Toren  
Rita Traynor  
John and Cheryl Tully  
Judith Ullery  
Kathleen Underwood  
Ardythe VanderVelde  
Janell VanDine  
Grace Vegter  
Mike Waalkes  
Kenneth and Carol Wagner  
Patricia Walcott  
Lois E. Waldecker  
Ona Wall  
Sue Weatherbee  
Karin Wier  
Judith A. Wietsma  
Cathy Winick  
Suzanne C. Winter  
C.G. Witvoet and Sons  
Mary Wray  
Clasina Young  
Karen Zerrenner

## MEDIA SPONSORS

Grand Rapids Business Journal  
Grand Rapids Magazine  
The Grand Rapids Press  
WGVU

## DONATIONS TO KDL BRANCHES

We gratefully acknowledge those gifts given specifically to Kent District Library branches from January 1 – December 31, 2012. These gifts support branch programming and services.

### GIFTS OF \$5,000+

Blanche E. Ash Trust (Spencer Township branch)  
 Best Buy Children’s Foundation (Cascade Township branch)  
 Friends of the Cascade Township Library (Cascade Township branch)  
 Friends of the East Grand Rapids Library (East Grand Rapids branch)

Friends of Englehardt Library (Englehardt branch)  
 Friends of the Plainfield Township Library  
 (Plainfield Township branch)

### GIFTS OF \$1,000+

Awesome Foundation (Kentwood Richard L. Root branch)  
 Binda Foundation (Grandville branch)  
 David Cramer, DDS (Grandville branch)  
 Friends of the Walker Library (Walker branch)

Grandville DDA (Grandville branch)  
 Rotary Club of Grandville-Jenison (Grandville branch)  
 Walmart Foundation (Comstock Park branch)

### GIFTS OF \$500+

Altarum Institute (Kentwood Richard L. Root branch)  
 Alpine Township (Alpine Township branch)  
 Cook Family Services (Grandville branch)

Grandville Education Foundation (Grandville branch)  
 Thomas F. Northway, DDS (Grandville branch)  
 Kristin, Eric and Amy Lynn Smith (Spencer Township branch)

### GIFTS OF \$250+

Elders Electric (Grandville branch)  
 Friends of the Alto Library (Alto branch)  
 Friends of the Krause Memorial Library (Krause Memorial branch)  
 Friends of the Spencer Township Library (Spencer Township branch)  
 Friends of the Wyoming Library (Wyoming branch)  
 Grand Rapids Community Foundation – Spalding Fund  
 (Plainfield Township branch)  
 Grand River Bank (Grandville branch)

Grandville Public Schools (Grandville branch)  
 Grandville Rotary Club (Grandville branch)  
 David Hibsichman (Grandville branch)  
 Lori Holland (Wyoming branch)  
 Macatawa Bank (Grandville branch)  
 Art and Jo Ann Spalding [Douglas Leon Spalding Memorial Fund]  
 (Plainfield Township branch)

### GIFTS OF \$100+

Michael and Julie Bembem (Cascade Township branch)  
 Bishop Hills Elder Care Community (Krause Memorial branch)  
 Byron Center Chiropractic P.C. (Byron Township branch)  
 Dennis and Judith Clinger (Grandville branch)  
 James and Mary Eadie [In Memory of Jane Mealy]  
 (Krause Memorial branch)  
 Grandville Ladies’ Literary Club (Grandville branch)  
 Grandville Printing (Grandville branch)  
 Barbara Ledger (Spencer Township branch)  
 Library of Michigan Foundation (Krause Memorial branch)  
 Lowell Rotary Club (Englehardt branch)  
 Kate McCarthy [In Memory of Alan Smith] (East Grand Rapids branch)

Thomas and Suzanne McClure [In Memory of Jane Mealy]  
 (Krause Memorial branch)  
 Meijer, Inc. (Krause Memorial branch)  
 Rockford Historical Society (Krause Memorial branch)  
 Rockford Sportsman Club (Krause Memorial branch)  
 Serv-U-Success, Inc. (Grandville branch)  
 Julie Smith (Kentwood Richard L. Root branch)  
 Gordon and Esther Start (Gaines Township branch &  
 Kentwood Richard L. Root branch)  
 Everett and Gloria Swanson (Krause Memorial branch)  
 Trudy Vermaire (Library for the Blind and Physically Handicapped)

### GIFTS OF \$1+

Joseph R. Antonucci, DDS (Kentwood Richard L. Root branch)  
 BenePay (Byron Township branch)  
 Breton Gardens Family Dentistry (Kentwood Richard L. Root branch)  
 Cook Funeral & Cremation Services (Grandville branch)  
 Linda Dodge [In Memory of Alan Smith] (East Grand Rapids branch)  
 Friends of the Kentwood Library (Kentwood Richard L. Root branch)  
 David and Ruth Fry (Krause Memorial branch)  
 Nathan and Kelly Gibson (Krause Memorial branch)  
 Mark Heyboer and Melissa Lichtenwalter (Gaines Township branch)  
 David and Carol Hyde [In Memory of Lynne Sharpe]  
 (Krause Memorial branch)  
 Julie Ignasiak (Plainfield Township branch)  
 Sandie Enders Knes [In Memory of June Barber]  
 (Kentwood Richard L. Root branch)  
 Jerome Knittle [In Memory of Mary Ann Knittle Alber]  
 (Alpine Township branch)  
 Amanda Machiela [In Memory of June Barber]  
 (Kentwood Richard L. Root branch)

Hugh Makens (Cascade Township branch)  
 Tracey Mary (Wyoming branch)  
 Ruth Parker [In Memory of Jane Mealy] (Krause Memorial branch)  
 Roger and Mary Pederson [In Memory of Shirley Tower]  
 (Spencer Township branch)  
 Charles and Mary Portell [In Memory of Esther Swinehart]  
 (Krause Memorial branch)  
 Stefanie Schuiling [In Honor of Jan Schuiling] (Grandville branch)  
 Kenneth and Versa Stoner [In Memory of Esther Swinehart]  
 (Krause Memorial branch)  
 Patricia Wells (Gaines Township branch)  
 Brad and Connie Wheat (Krause Memorial branch)  
 Christine Willis [In Memory of Mary Ann Knittle Alber]  
 (Alpine Township branch)  
 Paul and Joyce Wynne [In Memory of James Coleman]  
 (Krause Memorial branch)

### **JODI BLICK MEMORIAL DONATIONS (Comstock Park branch unless otherwise noted)**

Raymond and Ann Babij (Alpine Township branch)	Jeffrey and Linda Geeseman Gerald and Jane Krasker (Alpine Township branch)	Eugene and Evelyn Nichols Lyla J. Rodgers (Alpine Township branch)
R. and Mary Bellows Jane Benedict	Stuart and Karen Lurie (Alpine Township branch)	Donald and Anita Samardich R. and M. Tournay
John Dillon Steven and Dolores Frisbie Theresa Vana	Stanley and Susan Muster	

### **GLENNA BROWN MEMORIAL DONATIONS (Spencer Township branch)**

Donald and Patricia Brown Flossie Brown Linda Collins Diane and Kevin Grummet	Maxine Miller Elizabeth Murphy Sue Myers James and Barbara Semester	Larry and Lisa Sower William and Diane Thomas Ann Warner Mary Jo Zadow
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### **PAT KAISER MEMORIAL DONATIONS (Krause Memorial branch)**

Russell Beamish Paul and Joyce Blakeslee Raymond and Joanne Case Colleen Chmelko Carol Crawford Shirley Fitzgerald David and Nancy Flower Jerry and Jan Green Gregory and Brenda Hack	Annette Halvorson Martha Herman William and Joyce Holdman Dale and Karen Hooker Mary Ellen Koziol Krause Memorial Branch Staff Carol Lopucki Timothy and Margaret McAree Maureen Martin	William and Carol McCallum Rita Pesano Dave and Patti Reglin James and Shannon Scofield C. Anne Turner Ulrich Family Richard and Rosina Wagenaar
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### **RICHARD L. ROOT MEMORIAL DONATIONS (Kentwood Richard L. Root branch)**

Action Fabricators, Inc. American Legion, D.W. Cassard Post 208 Amway Corporation Janet Baar Rolf and Bobbi Beerhorst Gary and Sandra Borncamp William and Katherine Broecker John and Ellen Bunday Mary Burkhardt City of Wyoming David and Janice Chase Robert and Kelly Coughlin Bill Cousins Curtis and Darlene Craven George and Sara D'Archangel Constance Delabbio Eric and Sharai DeLong Gerald and Shirley DeRuiter Martin and Barbara DeYoung William and Paula Down Carol Drake Elizabeth Eklove Bill and Joan Foster Mark and Kimberlee Gibson Grand Valley Corvette Association Bob and Kathy Hann George and Susan Heartwell	Carol Hennessy Maureen Hickey Mary Hodges Michael and Janet Hollinrake Curtis and Christy Holt Tin Hua Maxine Johnson Dan and Michele Kasunic Kent County Board of Commissioners Vic Krause Julia Krosschell Sara Krosschell Joe and Glory Ledu Dennis and Charlotte Link Mike and Connie Mahon Mary McKiernan Vance McWhorter Jack and Mary Poll Jack and Patti Peltier R.E. Poyner and Deborah K. Crawford-Poyner Betsy Prose Tom and Kate Pruium The Right Place Damon and Christy Root Syliva Root Dennis Rynberg Tom and Cindy Satterley	James Sawyer Lisa Segard Nancy Shane Alan and Carol Sheets Eric and Amy Singer Jeffrey and Mary Sluggett Bud and Karen Smit Duwane and Susan Suwyn Edward and Sandra Swanson Douglas and Julie Tews June Tews Roger and Kay Tews Joyce Thompson Roger and Winona VanderWest Barbara VanDuren Jean VanNorman Gordon and Marianne VanTuinen Gordon and Shirley Vonk Dan and Deanna Wear Tom Weaver Warren and Deborah Westerhuis Diane Willis Ronald and Diane Woods Wyoming-Kentwood Area Chamber Foundation, Inc. William and Sandra Yob
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### **PHYLLIS SNYDER MEMORIAL DONATIONS (Wyoming branch)**

Biggs Gilmore Communications, Inc. Mark and Faith Bogdanik Gregory and Amy Cammell Bruce and Nanette Davis Loretta Downer Jerome Essenmacher Donald and Emma Genter	Andrew and Dorothy Healey Tonya Israels Patrick and Joan Koczenasz Brian and Jane Krug Pediatric Surgeons of West Michigan, PC Tom and Mary Reed Joachim and Rosemarie Schmidt	Karen Small Ronald and Carla Smith Lois Spaulding Timothy and Cynthia Swain Keith and Connie Tolger Patrice Vrona Wyoming Branch Staff
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We have made every effort to provide accurate information in this donation report. If you are aware of an error or omission, please contact Linda Krombeen at (616) 784-2092 or lkrombeen@kdl.org.

# BRANCHES

## ALPINE TOWNSHIP BRANCH

5255 Alpine Ave. NW, Comstock Park 49321

### OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	12:00 to 8:00	9:30 to 5:00	12:00 to 8:00		1:00 to 5:00	9:30 to 1:30

## ALTO BRANCH

6071 Linfield Ave., Alto 49302

### OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	9:30 to 1:30	12:00 to 8:00	12:00 to 8:00	1:00 to 5:00		9:30 to 1:30

## BYRON TOWNSHIP BRANCH

8191 Byron Center Ave. SW, Byron Center 49315

### OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	12:00 to 8:00	9:30 to 8:00	9:30 to 5:00	12:00 to 8:00	9:30 to 5:00	9:30 to 5:00

## CALEDONIA TOWNSHIP BRANCH

6260 92nd St. SE, Caledonia 49316

### OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	9:30 to 5:00	12:00 to 8:00	9:30 to 5:00	12:00 to 8:00		9:30 to 5:00

## CASCADE TOWNSHIP BRANCH

2870 Jacksmith Ave. SE, Grand Rapids 49546

### OPEN HOURS

SUN*	MON	TUE	WED	THU	FRI	SAT
1:00 to 5:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 5:00	9:30 to 5:00

## COMSTOCK PARK BRANCH

3943 W. River Dr. NE, Comstock Park 49321

### OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	9:30 to 8:00	12:00 to 8:00	9:30 to 5:00	12:00 to 8:00	1:00 to 5:00	1:00 to 5:00

## EAST GRAND RAPIDS BRANCH

746 Lakeside Dr. SE, East Grand Rapids 49506

### OPEN HOURS

SUN*	MON	TUE	WED	THU	FRI	SAT
1:00 to 5:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 5:00	9:30 to 5:00

## ENGLEHARDT BRANCH

200 N. Monroe St., Lowell 49331

### OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	12:00 to 8:00	12:00 to 8:00	12:00 to 8:00	9:30 to 5:00	9:30 to 5:00	9:30 to 1:30

## GAINES TOWNSHIP BRANCH

421 68th St. SE, Grand Rapids 49548

### OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	12:00 to 8:00	9:30 to 8:00	9:30 to 5:00	12:00 to 8:00	9:30 to 5:00	9:30 to 5:00

## GRANDVILLE BRANCH

4055 Maple St. SW, Grandville 49418

### OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 5:00	9:30 to 5:00

## KENTWOOD (RICHARD L. ROOT) BRANCH

4950 Breton SE, Kentwood 49508

### OPEN HOURS

SUN*	MON	TUE	WED	THU	FRI	SAT
1:00 to 5:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 5:00	9:30 to 5:00

## KRAUSE MEMORIAL BRANCH

140 E. Bridge St., Rockford 49341

### OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	9:30 to 8:00	12:00 to 8:00	9:30 to 5:00	12:00 to 8:00	9:30 to 5:00	9:30 to 5:00

## PLAINFIELD TOWNSHIP BRANCH

2650 5-Mile Rd. NE, Grand Rapids 49525

### OPEN HOURS

SUN*	MON	TUE	WED	THU	FRI	SAT
	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 5:00	9:30 to 5:00

## SAND LAKE/ NELSON TOWNSHIP BRANCH

88 Eighth St., Sand Lake 49343

### OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	12:00 to 8:00	9:30 to 5:00	12:00 to 8:00		1:00 to 5:00	9:30 to 5:00

## SPENCER TOWNSHIP BRANCH

14960 Meddler Ave., Gowen 49326

### OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
		12:00 to 8:00	1:00 to 5:00	12:00 to 8:00		9:30 to 1:30

## TYRONE TOWNSHIP BRANCH

43 S. Main St., Kent City 49330

### OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
		12:00 to 8:00	9:30 to 5:00	4:00 to 8:00	1:00 to 5:00	9:30 to 1:30

## WALKER BRANCH

4293 Remembrance Rd. NW, Walker 49534

### OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	9:30 to 8:00	9:30 to 8:00	9:30 to 5:00	9:30 to 8:00	9:30 to 5:00	9:30 to 5:00

## WYOMING BRANCH

& the Library for the Blind  
and Physically Handicapped  
3350 Michael Ave. SW, Wyoming 49509

### OPEN HOURS

SUN*	MON	TUE	WED	THU	FRI	SAT
1:00 to 5:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 5:00	9:30 to 5:00

**KDL SERVICE CENTER, 814 West River Center Dr. NE, Comstock Park, MI 49321**

**616-784-2007** — 18 locations, 1 convenient phone number.

Long distance call 1-877-243-2466.

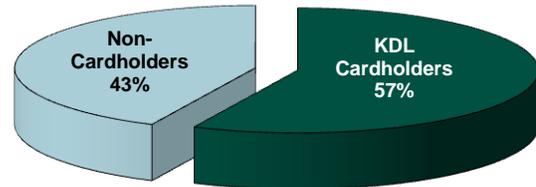
**KDL** Information.  
Kent District Library Ideas.  
*Excitement!*

www.kdl.org

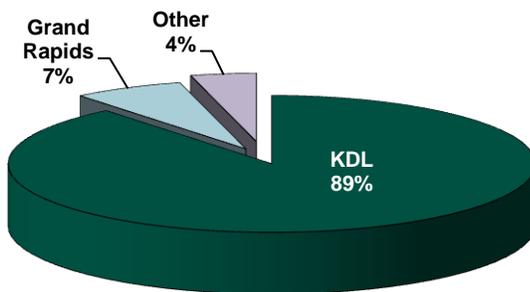
**BRANCH FACTS**

**Branch Manager:** Lori Holland  
**Population of Service Area:** 72,125  
**Building Size:** 48,950 square feet  
**Public Computers:** 49  
**Staff:** 18.1 FTEs  
**Open Hours:** 61 hours per week

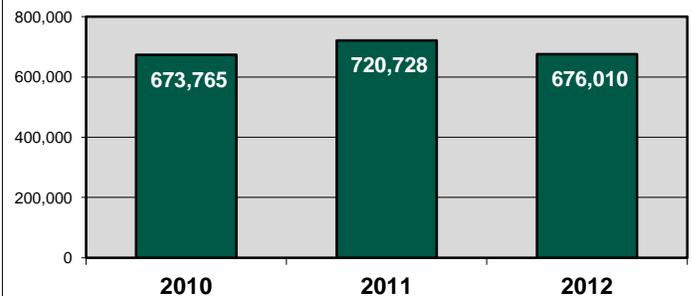
**2012 PERCENTAGE OF POPULATION WITH LIBRARY CARDS**



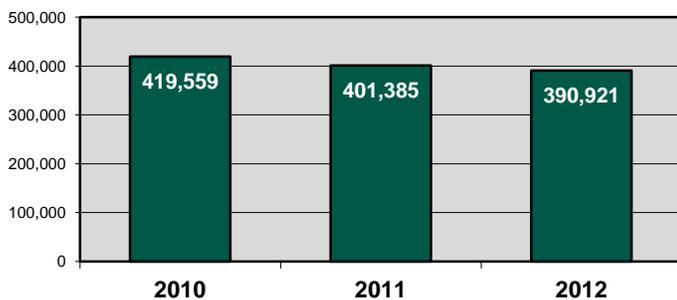
**2012 BRANCH CHECK-OUTS BY RESIDENT**



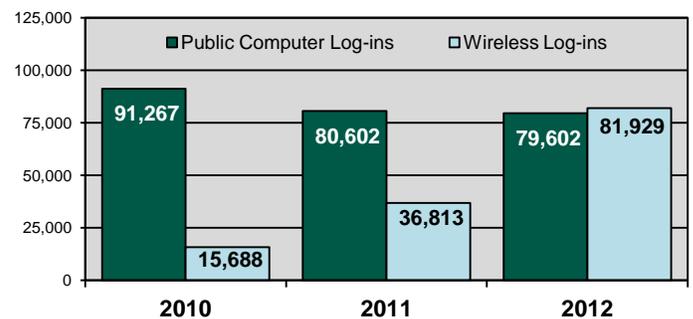
**TOTAL ITEMS CHECKED-OUT**  
(6% decrease from 2011 to 2012)



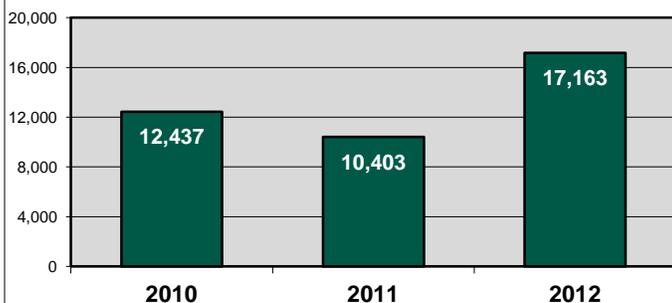
**TOTAL BRANCH VISITORS**  
(3% decrease from 2011 to 2012)



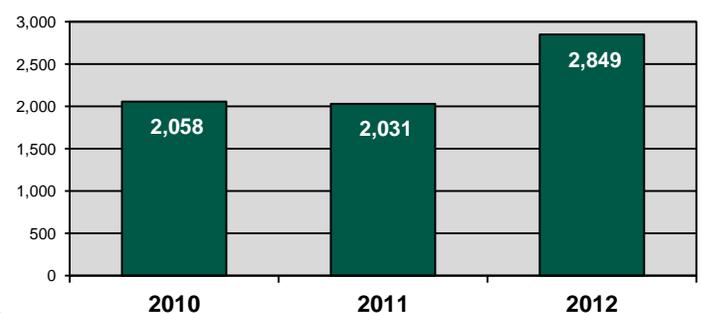
**TOTAL BRANCH COMPUTER LOG-INS**



**TOTAL PROGRAM ATTENDANCE**  
(65% increase from 2011 to 2012)



**TOTAL SUMMER READING CLUB PARTICIPANTS**  
(40% increase from 2011 to 2012)



**CITY OF WYOMING BUDGET AMENDMENT**

**Date: June 3, 2013**

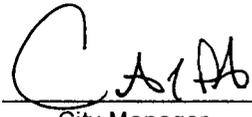
**Budget Amendment No. 044**

**To the Wyoming City Council:**

A budget amendment is requested for the following reason: To appropriate \$85,000 of budgetary authority to provide funding for Local Streets Winter Maintenance.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Local Streets</u></b>				
Public Works - Winter Maintenance - Salaries 203-441-47800-706.000	\$50,900	\$2,000		\$52,900
Public Works - Winter Maintenance - Overtime 203-441-47800-708.000	\$29,200	\$21,000		\$50,200
Public Works - Winter Maintenance - FICA 203-441-47800-715.000	\$6,150	\$2,000		\$8,150
Public Works - Winter Maintenance - Pension 203-441-47800-718.000	\$23,290	\$7,000		\$30,290
Public Works - Winter Maintenance - Pension - DC Plan 203-441-47800-718.100	\$0	\$1,000		\$1,000
Public Works - Winter Maintenance - Retiree Health - DC Plan 203-441-47800-718.200	\$0	\$1,000		\$1,000
Public Works - Winter Maintenance - Workers Comp Insurance 203-441-47800-719.000	\$2,730	\$1,000		\$3,730
Public Works - Winter Maintenance - Motor Pool -Equipment Rental 203-441-47800-947.100	\$49,980	\$20,000		\$69,980
Public Works - Winter Maintenance - Motor Pool - Equipment Maintenance 203-441-47800-947.200	\$50,800	\$25,000		\$75,800
Public Works - Winter Maintenance - Motor Pool - Fuel 203-441-47800-947.300	\$30,650	\$4,000		\$34,650
Public Works - Winter Maintenance - Other Services 203-441-47800-956.000	\$0	\$1,000		\$1,000
Fund Balance/Working Capital (Fund 203)			\$85,000	

Recommended:   
Finance Director

  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2012-2013 be amended by adoption of the foregoing budget amendment.

Motion carried: \_\_\_\_\_ years, \_\_\_\_\_ nays

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

\_\_\_\_\_  
City Clerk

## STAFF REPORT

DATE: April 16, 2013

SUBJECT: Budget Amendment, Local Street, Winter Maintenance

FROM: W. Scott Zastrow, Assistant Director of Public Works

Date of Meeting: June 3, 2013

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### RECOMMENDATION

It is recommended that the City Council authorize a Budget Amendment for the Local Street, Winter Maintenance activity.

### SUSTAINABILITY CRITERIA

#### Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. The Public Works Department's maintenance of the street system strives to reduce the environmental impact from snow removal and deicing operations.

#### Social Equity

Winter maintenance operations are provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the City's winter maintenance operations.

#### Economic Strength

Removing the snow and ice from the street system insures the public has equal access to a safe and reliable street access. Maintaining the street system also insure the businesses of the City have access throughout the City under most weather conditions.

### DISCUSSION

Operations related to the winter maintenance of the local street system have been high over the past year. To date we have seen approximately 24% higher expenses due to the type of winter storms events. Because of the increased activity, additional funds are needed in the Local Street, Winter Maintenance activity.

Currently accounts within the Local Street, Winter Maintenance activity will be short of funds before the end of the month. To date, 99% of the funds in the activity have been expended. An additional 24% in funds will be needed to complete operations this year.

### BUDGET IMPACT

\$85,000 in additional funds will need to be transferred from the Fund Balance as identified in the attached Budget Amendment.

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

A RESOLUTION TO SET A DATE FOR A PUBLIC HEARING CONCERNING THE VACATION OF A PORTION OF 50TH STREET COMMENCING 400 FEET WEST OF CLAY AVENUE AND EXTENDING WEST FOR A DISTANCE OF 422 FEET TO IT'S WEST TERMINUS, IN THE CITY OF WYOMING, SECTION 25, KENT COUNTY, MICHIGAN.

WHEREAS:

1. The Wyoming Planning Commission has recommended that a portion of 50<sup>th</sup> Street, commencing 400 feet west of Clay Avenue and extending west for a distance of 422 feet to it's western terminus, Section 25, be vacated.
2. The Planning Commission did hold a public hearing on May 21, 2013.
3. 584-50<sup>th</sup> Properties, LLC proposes to vacate this portion of the street to facilitate a proposed industrial redevelopment project.
4. It is necessary for the Wyoming City Council to hold a public hearing to consider the request.

NOW, THEREFORE, BE IT RESOLVED:

The Wyoming City Council sets the date of July 1, 2013 at 7:01 p.m. for a public hearing to be held at Wyoming City Hall, 1155-28<sup>th</sup> Street, S.W., Wyoming, Michigan, concerning the vacation of said street, located in the City of Wyoming, Kent County, Michigan according to the attached legal description.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: June 3, 2013.

---

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:



MAYOR  
Jack A. Poll

AT-LARGE COUNCILMEMBER  
Sam Bolt

AT-LARGE COUNCILMEMBER  
Dan Burrill

AT-LARGE COUNCILMEMBER  
Kent Vanderwood

1ST WARD COUNCILMEMBER  
William A. VerHulst

2ND WARD COUNCILMEMBER  
Richard K. Pastoor

3RD WARD COUNCILMEMBER  
Joanne M. Voorhees

CITY MANAGER  
Curtis L. Holt

May 28, 2013

Ms. Heidi A. Isakson  
City Clerk  
Wyoming, MI

Subject: Request to vacate 50<sup>th</sup> Street commencing 400 feet west of Clay Avenue and extending 422 feet to it's west terminus.

Recommendation: To approve the subject street vacation request.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 21, 2013. The petitioner proposes the City vacate the west half of 50<sup>th</sup> Street. Once vacated, the street will be removed with a new cul-de-sac constructed by the developer where the proposed vacation commences. Gordon Foods intends on constructing a new industrial facility encompassing both sides of the existing street. Shortening 50<sup>th</sup> Street allows an overall better design for the facility. The new Gordon Foods facility will require Site Plan Approval from the Planning Commission. Staff had the following comments:

1. Public water, sanitary and storm sewer utilities exist within the right-of-way of 50<sup>th</sup> Street. The developer shall provide easements to the City of Wyoming over all existing utilities.
2. The developer's engineer shall provide detailed design drawings for the proposed cul-de-sac to the Engineering Department for approval.
3. When right-of-way is vacated, it is split with each half assigned to the adjoining property fronting along it. Gordon Foods controls the properties adjoining the proposed vacation with the exception of a 30.6 foot wide strip at the edge of the U.S. 131 right-of-way. That strip is an extension of a large parcel to the south that is accessed from Clay Avenue. Access from that parcel to 50<sup>th</sup> Street is not required.
4. Right-of-way vacations require the City Council to set, and hold, a public hearing. This will occur after the vacation recommendation from the Planning Commission.

CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:

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

The proposed street vacation will allow for the redevelopment of several underutilized industrial properties. The resulting development will infuse vital investment into the Clay Avenue corridor. It will also contribute to the economic strength of the City by providing many new jobs. The proposed street vacation conforms to the City of Wyoming sustainability principals.

The Development Review Team suggested the Planning Commission recommend to the City Council the proposed 50<sup>th</sup> Street vacation, subject to the provision of the utility easements and cul-de-sac design drawings.

At the public hearing no comments were received. A motion was made by Postema, supported by Micele, to recommend to City Council the subject street vacation. After discussion, the motion carried unanimously. Additional explanation regarding this proposal may be obtained from the Planning Commission minutes of May 21, 2013.

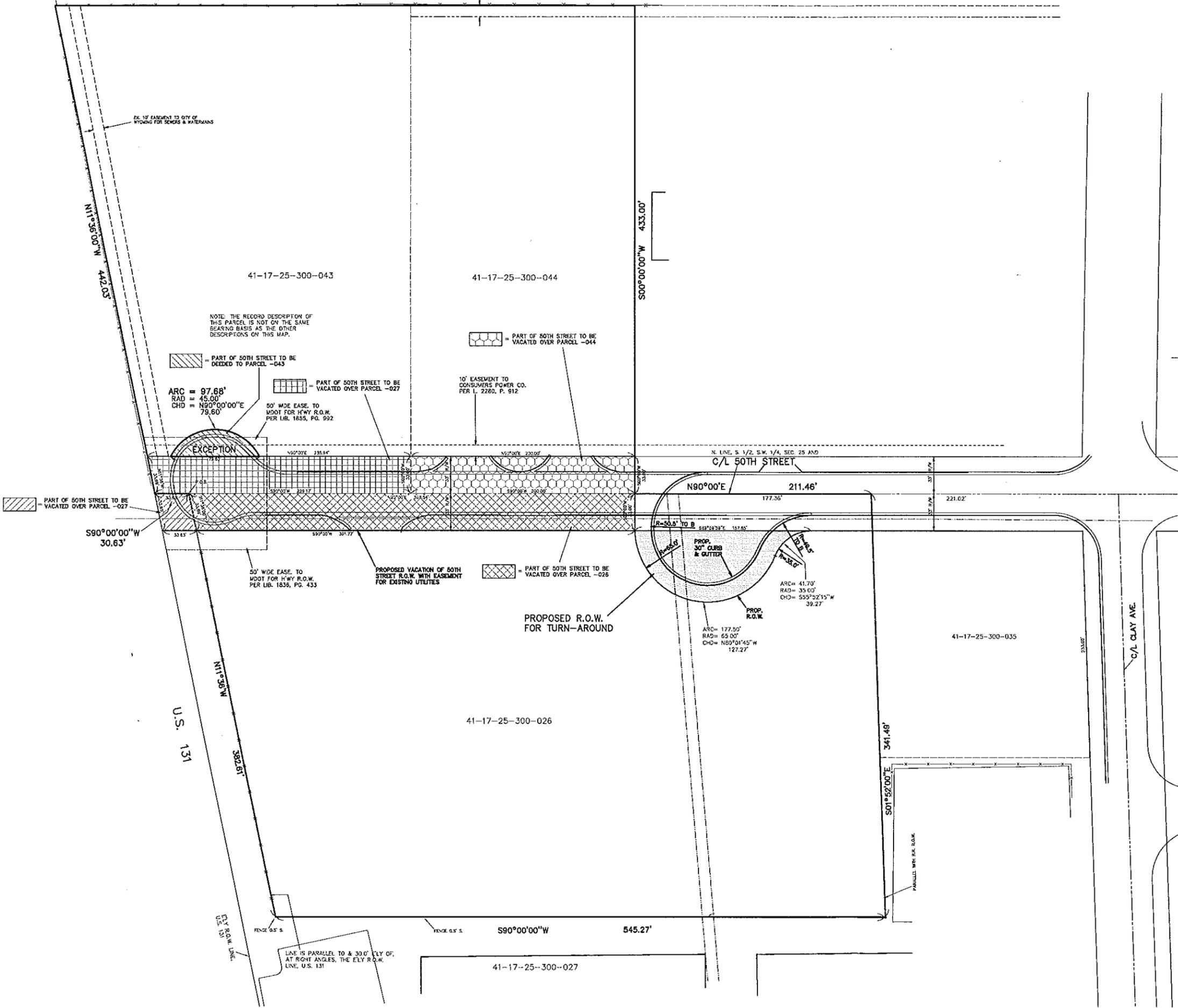
The appropriate resolution to set a public hearing is attached.

Respectfully submitted,

  
\_\_\_\_\_  
Timothy Cochran, City Planner  
Planning and Development Department

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

N90°00'00"E 518.05'



Description of part of 50th Street to be vacated over parcel 41-17-25-300-027:  
 That part of the South 1/2, SW 1/4, Section 25, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Beginning at the intersection of the North line of said South 1/2, SW 1/4 and the Easterly right-of-way line of Highway U.S. 131; thence N90°00'00"E 30.63 feet along said North line; thence S11°36'00"E 33.69 feet to the South line of 50th Street; thence S90°00'00"W 30.63 feet along said South line to the Easterly right-of-way line of Highway U.S. 131; thence N11°36'00"W 33.69 feet along said Easterly right-of-way line to the place of beginning.

Description of part of 50th Street to be vacated over parcel 41-17-25-300-026:  
 That part of the South 1/2, SW 1/4, Section 25, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the intersection of the North line of said South 1/2, SW 1/4 and the Easterly right-of-way line of Highway U.S. 131; thence N90°00'00"E 30.63 feet along said North line to the Place of Beginning; thence N90°00'00"E 398.54 feet along said North line; thence S00°00'00"W 33.00 feet to the South line of 50th Street; thence S90°00'00"W 391.77 feet along said South line; thence N11°36'00"W 33.69 feet to the place of beginning.

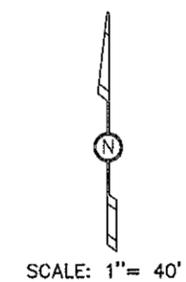
Description of part of 50th Street to be vacated over parcel 41-17-25-300-043:  
 That part of the North 1/2, SW 1/4, Section 25, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Beginning at the intersection of the South line of said North 1/2, SW 1/4 and the Easterly right-of-way line of Highway U.S. 131; thence N11°36'00"W 33.69 feet along said Easterly right-of-way line to the North line of 50th Street; thence N90°00'00"E 235.94 feet along said North line; thence S00°00'00"W 33.00 feet to the South line of said North 1/2, SW 1/4; thence S90°00'00"W 228.17 feet along said South line to the place of beginning.

Description of part of 50th Street to be vacated over parcel 41-17-25-300-044:  
 That part of the North 1/2, SW 1/4, Section 25, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the intersection of the South line of said North 1/2, SW 1/4 and the Easterly right-of-way line of Highway U.S. 131; thence N90°00'00"E 229.17 feet along said North line to the Place of Beginning; thence N00°00'00"E 33.00 feet to the North line of 50th Street; thence N90°00'00"E 200.00 feet along said North line; thence S00°00'00"W 33.00 feet to the South line of said North 1/2, SW 1/4; thence S90°00'00"W 200.00 feet along said South line to the place of beginning.

Description of part of 50th Street to be vacated over parcels -026, -043 and -044 combined:  
 That part of the SW 1/4, Section 25, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Beginning at the intersection of the North line of the South 1/2, SW 1/4 and the Easterly right-of-way line of Highway U.S. 131; thence N11°36'00"W 33.69 feet along said Easterly right-of-way line to the North line of 50th Street; thence N90°00'00"E 435.94 feet along said North line; thence S00°00'00"W 33.00 feet to the North line of said South 1/2, SW 1/4; thence continuing S00°00'00"W 33.00 feet to the South line of 50th Street; thence S90°00'00"W 391.77 feet along said South line; thence N11°36'00"W 33.69 feet to the North line of said South 1/2, SW 1/4; thence S90°00'00"W 30.63 feet along said North line to the place of beginning.

Record Description of semi-circle to be deeded from City of Wyoming to PPN 41-17-25-300-043:  
 Part of the SW 1/4, Section 25, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 corner; thence South 87 degrees 56 minutes 00 seconds West along the North section line 885.20 feet; thence South 4 degrees 35 minutes 30 seconds East, 3970.0 feet to the South line of the North 1/2 of the Southwest 1/4; thence South 88 degrees 12 minutes 30 seconds West along said South line 625.10 feet; thence North 1 degree 47 minutes 30 seconds West, 33.00 feet to the North line of 50th Street (66 feet wide) and to the Beginning of this exception; thence Westerly 97.68 feet along a 45.0 foot radius curve to the left, long chord bearing South 88 degrees 12 minutes 30 seconds West 79.60 feet; thence North 88 degrees 12 minutes 30 seconds East, 79.60 feet to Beginning.

Description of proposed R.O.W. for Turn-around:  
 That part of the South 1/2, SW 1/4, Section 25, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the intersection of the North line of said South 1/2, SW 1/4 and the Easterly right-of-way line of Highway U.S. 131; thence N90°00'00"E 429.17 feet along said North line, thence S00°00'00"W 33.00 feet to the Place of Beginning; thence N90°00'00"E 157.85 feet; thence Southwesterly 41.70 feet along a 35.00 foot radius curve to the left, the chord of which bears S55°52'15"W 39.27 feet; thence Westerly 177.50 feet along a 65.00 foot radius curve to the right, the chord of which bears N80°01'45"W 127.27 feet to the place of beginning.



<b>50TH STREET VACATING PLAN</b>		
FOR: 584 50TH PROPERTIES, LLC		
IN: PART OF THE WEST 1/2, SECTION 25, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN		
REVISIONS: _____ _____ _____ _____ _____		DRAWN BY: JR APPROVED BY: DS FILE NO: 021288E
	PROJ. ENG.: DS PROJ. SURV.: DATE: 3/27/2013	SHEET 1 of 1

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

A RESOLUTION TO SET A DATE FOR A PUBLIC HEARING CONCERNING THE  
VACATION OF ALCOMA STREET, EAST OF GODFREY AVENUE, IN THE CITY OF  
WYOMING, SECTION 2, KENT COUNTY, MICHIGAN.

WHEREAS:

1. The Wyoming Planning Commission has recommended that Alcoma Street, a paper only street, located east of Godfrey Avenue, Section 2, be vacated.
2. The Planning Commission did hold a public hearing on May 21, 2013.
3. LINC Community Revitalization proposes to vacate this street to facilitate a proposed residential parking lot to support a redevelopment project.
4. It is necessary for the Wyoming City Council to hold a public hearing to consider the request.

NOW, THEREFORE, BE IT RESOLVED:

The Wyoming City Council sets the date of July 1, 2013 at 7:02 p.m. for a public hearing to be held at Wyoming City Hall, 1155-28<sup>th</sup> Street, S.W., Wyoming, Michigan, concerning the vacation of said street, located in the City of Wyoming, Kent County, Michigan according to the attached legal description.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: June 3, 2013.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:



May 28, 2013

Ms. Heidi A. Isakson  
City Clerk  
Wyoming, MI

Subject: Request to vacate Alcoma Street east of Godfrey Avenue.

Recommendation: To approve the subject street vacation request.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 21, 2013. Alcoma Street exists on paper only, as it was never constructed. LINC Community Revitalization is in the process of redeveloping the adjoining building to the north into a four-unit apartment. They propose the City vacate the street to allow for it's reconstruction for paved access and parking (see attached). Staff had the following comments:

1. Public storm sewer utilities exist within the right-of-way of Alcoma Street. An easement shall be provided to the City of Wyoming over the utility.
2. When right-of-way is vacated, it is split with each half assigned to the adjoining property fronting along it. Alcoma Street also serves the property to the south by providing parking and access. The reconstruction within the Alcoma Street right-of-way shall include suitable access, parking and landscaping to serve both properties. This shall be provided as an engineered plan to the Planning Department for approval by City staff. A shared access easement shall be provided to the City.
3. LINC Community Revitalization is in the process of obtaining a property tax exemption and payment in lieu of taxes (PILOT) from the City Council to facilitate the apartment redevelopment project (see attached). Vacating Alcoma Street is a necessary step in completing that agreement. The foreclosed property was in such disrepair that it required exceptional investment to renovate the building for occupancy. The revitalization of buildings to help maintain and improve neighborhoods is one of LINC Community's goals.
4. Right-of-way vacations require the City Council to set, and hold, a public hearing. This will occur after the vacation recommendation from the Planning Commission.

MAYOR  
Jack A. Poll

AT-LARGE COUNCILMEMBER  
Sam Bolt

AT-LARGE COUNCILMEMBER  
Dan Burrill

AT-LARGE COUNCILMEMBER  
Kent Vanderwood

1ST WARD COUNCILMEMBER  
William A. VerHulst

2ND WARD COUNCILMEMBER  
Richard K. Pastoor

3RD WARD COUNCILMEMBER  
Joanne M. Voorhees

CITY MANAGER  
Curtis L. Holt

CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:

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

The proposed street vacation will allow for the redevelopment of an obsolete residential structure. The resulting development will provide quality housing in this older area of the City. The proposed street vacation conforms to the City of Wyoming sustainability principals.

The Development Review Team suggested the Planning Commission recommend to the City Council the proposed Alcoma Street vacation, subject to provision of the utility easement, reconstruction plan for City staff approval, and access easement.

At the public hearing, a representative for LINC spoke to the benefits of the overall redevelopment project. No additional comments were received. A motion was made by Hegyi, supported by Postema, to recommend to City Council the subject street vacation. After discussion, the motion carried unanimously. Additional explanation regarding this proposal may be obtained from the Planning Commission minutes of May 21, 2013.

The appropriate resolution to set a public hearing is attached.

Respectfully submitted,



---

Timothy Cochran, City Planner  
Planning and Development Department

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





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

RESOLUTION TO ADOPT THE SUPPORT EMERGENCY  
OPERATIONS PLAN FOR THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming has established an Emergency Operations Plan to use in performing emergency functions associated with a natural disaster, technological incident or hostile attack.
2. The City of Wyoming is covered under the Kent County Emergency Management Division.
3. The City of Wyoming's plan is in support of the Kent County Emergency Operations Plan.
4. The current Plan required updating.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does authorize the Mayor and City Clerk to sign the City of Wyoming Support Emergency Operations Plan.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: June 3, 2013.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Support Emergency Operations Plan

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

**City of Wyoming**

**Support Emergency Operations Plan**

**A Support Plan to Kent County Emergency Operations Plan/Emergency Action Guidelines**

**June 2013**

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**SIGNATURE PAGE**

Date:

To all Recipients:

Transmitted herewith is the Support Emergency Operations Plan for the City of Wyoming in support to the Kent County Emergency Operations Plan. The plan provides a framework for the City of Wyoming to use in performing emergency functions before, during, and after a natural disaster, technological incident or a hostile attack.

This plan was adopted by the City of Wyoming City Council under Resolution No. <> dated June 3, 2013. It supersedes all previous plans.

---

Mayor – City of Wyoming

Date

---

City Clerk – City of Wyoming

Date

# **CITY OF WYOMING**

## **INTRODUCTION TO THE PLAN**

### **I. Purpose**

The City of Wyoming has elected to be incorporated into the Kent County Emergency Management Program. By becoming part of the county emergency management program, the City of Wyoming and Kent County have certain responsibilities to each other. This Support Emergency Operations Plan has been developed to identify the responsibilities between the City of Wyoming and County of Kent in regards to pre-disaster emergency management activities. It also provides for the City of Wyoming government agencies to respond to various types of emergencies or disasters that affect the community. This support plan is to be used in concurrence with the county Emergency Operations Plan as it is a supporting document. The support plan will be maintained in accordance with the standards of currentness of the Kent County Emergency Operations Plan. Review of this support plan shall be accomplished concurrently with the county plan.

### **II. Scope**

This plan is a flexible document in which changes from the content of the plan may occur due to unique nature of emergencies. Each agency that has a supported role in this plan or its elements has developed Standard Operating Procedures (SOP) which provides systematic instructions for accomplishing assigned functions. In addition, to support emergency preparedness and response efforts, the local government also conducts other activities such as personnel training, participating in exercises, encouraging chronic disease prevention techniques, educating the public on awareness activities, and use of appropriate land use planning decisions for mitigation and prevention purposes as well. Through this plan, the City of Wyoming continues to implement the National Incident Management System, participating in efforts to provide an effective and efficient incident management operation.

### **III. Plan Maintenance and Implementation**

The plan has been developed together with local community, and county officials to ensure consistency within the county emergency management program documents. The plan is required to approved by the City Council of the City of Wyoming every four years, or whenever the Mayor changes and is to be forwarded to the County Emergency Management Office. Upon approval, it will be implemented, tested through exercises in concurrence with County officials, and review/updated to maintain currentness with the County Emergency Operations Plan.

This plan has been provided to all municipal agencies, elected officials, the county emergency management office and the MSP/EMHSD district coordinator.

### **IV. Emergency Management Program Oversight**

The City of Wyoming has appointed the Department of Police and Fire Services to serve as the municipal emergency management liaison responsible for working with the County Emergency Management Coordinator in matters pertaining to emergency management for the municipality. Pursuant the requirements in P.A. 390, of 1976, as amended, Section 19, Kent County has adopted a resolution that incorporates the City of Wyoming into its emergency management program, necessary for diaster assistance.

# CITY OF WYOMING

## BASIC INFORMATION

### **I. Community Profile**

The City of Wyoming is situated in the southern section of Kent County. The community has a population of 72,833 residents. The city is home to many types of occupancies, which allows the potential for evacuations, mass casualty incidents, hazardous materials spills and/or releases and natural disasters

According to the County's Hazard Mitigation Plan, the community is most vulnerable to: severe winter weather and flooding hazards. Areas within the community which are more of a concern as a result of these hazards include properties within the floodplain. More information regarding hazard vulnerability can be found in the County's Hazard Mitigation Plan/Analysis.

Within the community, there are 38 sites that contain extremely hazardous materials. Pursuant to SARA Title III, off-site emergency response plans have been developed by the LEPC to prepare the fire department(s) to respond to the specific hazardous materials on the sites. In addition, the owners of the site(s) have reported the types of hazardous material that is housed on-site, as required by the Emergency Planning and Community Right-To-Know Act.

### **II. Emergency Management Authority**

Pursuant to P.A. 390 of 1976, as amended, the municipal Mayor or designee may declare a local state of emergency for the City of Wyoming. The local declaration activates this emergency plan as well as the emergency operations center to conduct activities to ensure the safety of people, property, and the environment under the principles of the National Incident Management System (NIMS). The local declaration shall be done in coordination with Kent County Emergency Management, who, in conjunction with the Michigan State Police District Coordinator, shall assess the nature and scope of the disaster or emergency. This assessment will determine the resources needed for response to the incident.

The principles of the National Incident Management System are the applied standard for incident management for all hazards. The City of Wyoming will continue to implement those concepts through training, planning, and exercising activities.

### **III. Response Resources**

The City of Wyoming maintains a Department of Police and Fire Services, which is responsible for providing public safety and welfare to the community. Each department is comprised of qualified emergency personnel, and maintains equipment capable of responding to emergencies. A list of resources that the departments use for emergency situations can be requested through the city's emergency management liaison. Under circumstances, if the incident requires additional resources beyond the capability of the City of Wyoming, the Incident Commander or designee may enact mutual aid, or it may be necessary to request county assistance through established procedures.

#### IV. Emergency Management Organization

The City of Wyoming emergency management organization consists of departments responsible for conducting activities in response to emergencies within the community. These departments have been assigned to specific emergency functions which the municipality has identified necessary in order to provide an effective response to secure the safety of people, property, and the environment. Each agency is responsible for implementing pre-disaster activities to help prevent and/or prepare for various hazards to which the community is vulnerable. A list of community vulnerabilities can be found in the County's Hazard Mitigation Plan.

The City of Wyoming's designated Emergency Manager or designee serves as the incident manager for municipal coordination. Consistent with NIMS principles, designees may include the emergency management liaison, a planning chief, finance/administration chief, operations chief, and logistics chief. The operations chief is responsible for coordinating the individual emergency functions assigned by agencies.

The table lists the functions, assigned agencies, primary point of contact, and phone number.

Function	Agency	Primary Contact	Phone
Direction and Control	City of Wyoming	Curtis Holt	616-530-7272
Fire Services	Department of Police and Fire Services	James Carmody	616-530-7309
Law Enforcement	Department of Police and Fire Services	James Carmody	616-530-7309
Warning and Communications	City of Wyoming	Curtis Holt	616-530-7272
Public Information			
Damage Assessment	City Assessor	Gene Vogan	616-530-7231
Public Works	City D.P.W.	William Dooley	616-530-7260
Emergency Medical Services	Fire Service Division	James Carmody	616-530-7309
Human Services	City of Wyoming		

#### Line of Succession

The following is a list of the 2<sup>nd</sup> and 3<sup>rd</sup> alternates for each agency identified in the plan to maintain the emergency tasks assigned.

Agency	2 <sup>nd</sup> Alternate	3 <sup>rd</sup> Alternate
City of Wyoming	Barb VanDuren 616-530-7272	
Fire Services Division	Bob Austin 616-530-7252	
Police Services Division	Kip Snyder 616-530-7329	Kim Koster 616-530-7323
City Assessor		
City D.P.W.	Scott Zastrow 616-530-7264	Russ Henckel 616-530-7218

## CITY OF WYOMING

### GENERAL EMERGENCY MANAGEMENT GUIDELINES

The following guidelines are general to the municipality, all agencies, and individuals who have a role in responding to an emergency within the community and coordinated by the City of Wyoming. These guidelines shall be reviewed and updated annually.

- a) Report to the local emergency operations center when activated for scheduled exercises, disasters, or emergencies.
- b) Implement mutual aid agreements or contracts with other organizations to supplement local resources that have been exhausted.
- c) Ensure compliance with this plan and the County Emergency Plan, and any pertinent procedures and documents issued, which impact the provision of emergency services in the municipality.
- d) Train department emergency personnel in emergency management functions and NIMS/ICS concepts. Establish the National Incident Management System (NIMS) as the coordination mechanism for both the EOC and field operations.
- e) Develop and maintain standard operating procedures for specific functions or actions identified in the plan.
- f) Maintain a list of resources available by the departments/agencies.
- g) Protect records and other resources deemed essential for continuing government.
- h) Establish mutual aid agreements and/or contracts with other jurisdictions to supplement municipal resources.
- i) Ensure that this plan is reviewed and updated annually. Provide the updated plan to the county emergency management coordinator.
- j) Coordinate outreach to special needs persons with the county Office of Emergency Management.
- k) Coordinate with the county Office of Emergency Management for pre-disaster public awareness activities including education classes, self-care guidelines, communications plans, and protocols.
- l) Make recommendations to the Manager or designee and City officials regarding protective actions.
- m) Coordinate communications with the county Office of Emergency management to record and log significant events throughout the duration of the emergency, as well as the decisions made by the incident commander and Mayor or designee.
- n) Ensure that all emergency response departments are considered to be available to respond.

**CITY OF WYOMING**  
**EMERGENCY RESPONSE PROCEDURES**

The following are procedures that City of Wyoming conducts and coordinates with the county in response to a local state of emergency.

- a) Assure that the City response department, elected officials and the county emergency management coordinator are notified of the situation.
- b) City departments assess the nature and scope of the emergency or disaster.
- c) If the situation can be handled locally, do so, using the following sequenced guidelines.
  - a. The emergency management liaison advises the City Manager and coordinates all emergency response actions.
  - b. The City Manager or designee coordinates with the county Emergency Management Office to assess the situation, and formulate a local state of emergency if applicable.
  - c. The emergency management liaison activates the emergency operations center. The EOC is located at the Wyoming District Court Building. If this location is unavailable an alternate location is at the Wyoming Police Department. In a large scale incident the county may activate its EOC.
  - d. Emergency response agencies are notified through phone, radio, or paging by the municipal emergency management liaison to report to the EOC.
  - e. The City Manager or designee directs departments/agencies to respond to the emergency situation in accordance to each agency's functional guidelines indicated in the attachments to this plan.
  - f. Notify the public of the situation, through the Public Information Official, and take appropriate actions. Coordinate this activity with the county Emergency Management Office to ensure consistency with established county-wide protocols.
  - g. Keep the county emergency management coordinator informed of the situation and actions taken.
- d) If municipal resources become exhausted or if special resources are needed, request county assistance through the county Emergency Management Coordinator.
- e) If assistance is requested, the county emergency management coordinator assesses the situation and makes recommendations on the type/level of assistance. The County may also take the following steps:
  - 1. Activate the County Emergency Operations Center
  - 2. Activate the County Emergency Operations Plan/Emergency Action Guidelines
  - 3. Respond with county resources as requested
  - 4. Activate mutual aid agreements

5.Coordinate county resources with municipal resources

6.Notify MSP/EMHSD District Coordinator.

7.Develop a jurisdiction situation report and a damage and injury assessment report via and submit to the MSP/EMHSD.

8.Assist the municipality with prioritizing and allocating resources.

- f) If county resources are exhausted, the county makes a request to the Governor to declare a state of emergency or state of disaster in accordance with procedures set forth in PA 390, as amended
- g) If state assistance is requested, the MSP/EMHSD District Coordinator, in conjunction with the county emergency management coordinator and municipal emergency management liaison, assess the disaster or emergency situation and recommends the necessary resources that are required for its prevention, mitigation, or relief efforts.
- h) After completing the assessment the MSP/EMHSD District Coordinator immediately notifies the State Director of Emergency Management and Homeland Security of the situation.
- i) The State Director of Emergency Management and Homeland Security notifies the Governor and makes recommendations.
- j) If state assistance is granted, procedures are followed in accordance to the Michigan Emergency Management Plan and the County Emergency Operations Plan.
- k) Track costs related to the event. This includes both personnel and equipment costs.

## **ADDENDA**

### **CITY OF WYOMING EMERGENCY ACTION GUIDELINES**

The following attachments provide guidelines for each function that has been assigned to the agencies in response to an emergency or disaster situation.

Direction and Control  
Fire Services  
Law Enforcement  
Warning and Communications  
Public Information  
Damage Assessment  
Public Works  
Emergency Medical Services  
Human Services

Each agency assigned is responsible for maintaining the guidelines, as well as approving any changes to the guidelines or changes to the official responsible for implementation.

## **DIRECTION AND CONTROL**

The following guidelines represent a checklist of actions that the City Manager or designee may consider for providing an effective response to an emergency or disaster situation.

### **Functional Guidelines:**

- a) Issue pertinent orders and directives, and recommend protective actions to be taken by the general public.
- b) Coordinate with the county Emergency Management Office to declare a local state of emergency or disaster, if applicable.
- c) Coordinate with the county Emergency Management Office to generate and disseminate information to the public via the Public Information Officer.
- d) Activate and maintain the local emergency operations center.
- e) Provide for continuity of city operations.
- f) Coordinate with the county Emergency Management Office to seek federal post-disaster funds, as available, as well as pre-disaster assistance.
- g) Maintain record of activity regarding decisions on emergency actions.
- h) Review and evaluate assessment data.
- i) Maintain liaison with county emergency manger, state, and federal officials.
- j) Coordinate with county officials in response and recovery efforts.
- k) Prepares and maintains an emergency plan for the municipality, subject to the direction of the elected officials; review and update annually.
- l) Develop and maintain a trained staff and current emergency response checklists appropriate for the emergency needs and resources of the community.

## **FIRE SERVICES**

The following guidelines represent a checklist of actions that department officials may consider for providing an effective response to an emergency or disaster situation.

### **Functional Guidelines:**

- a) Provide command level representatives to the EOC and Unified Incident Command Post, when activated.
- b) Coordinates fire and search and rescue services with the county Emergency Management Office.
- c) Coordinate with the responding Haz Mat team, County Emergency Management Office and the State of Michigan in the decontamination and monitoring of affected citizens and emergency workers after exposure to CBRNE hazards.
- d) Provide information and updates for emergency alerting of the public.
- e) Assist with evacuation of affected citizens, especially those who are institutionalized, immobilized, or injured.
- f) Provide resources for fire services response as well as search and rescue operations.
- g) Assist in salvage operations and debris clearance.
- h) Advise county EOC, as well as elected officials about fire and rescue activities.
- i) Conduct safety analysis of the emergency, inform and recommend corrective actions to the City Manager or designee.
- j) Respond to hazardous materials spills in accordance to the procedures on Page 10 of this plan.
- k) Coordinate with law enforcement in the management of WMD events.

## **FIRE SERVICES**

### **HAZMAT RESPONSE GUIDELINES**

The Fire Service Division is responsible for the response to hazardous materials spills. Response will be acted in accordance to the following procedures.

- a) Assume incident command upon arrival at the scene.
- b) Establish scene security or coordinate with other available agencies to establish scene security.
- c) Assess the incident and coordinate with the activation of the local Haz Mat team
  - a. Once activated, coordinate with the Haz Mat team on incident response and protective measures of personnel, environment, and property.
    - i. Consider response and protective needs of the public
    - b. Monitor and evaluate environmental health risks or hazards.
- d) Provide assistance and liaison with other appropriate agencies or organizations for the remediation of hazardous waste releases and other contamination sources.
- e) Disseminate information and updates via the Public Information Officer.
- f) Ensure PPE is fit tested to responders.
- g) Coordinate clean up measures with input from the responding Haz Mat team.
- h) Decontaminate equipment and gear.

## **LAW ENFORCEMENT**

The following guidelines represent a checklist of actions that department officials may consider for providing an effective response to an emergency or disaster situation.

### **Functional Guidelines:**

- a) Develop and maintains procedures for the Police Services Division.
- b) Coordinate security and law enforcement services; with appropriate personnel at the County Emergency Operations Center.
- c) Establish security and protection of critical facilities.
- d) Provide traffic and access control in and around affected areas.
- e) Assist with emergency alerting and notification of threatened population.
- f) Assist with the evacuation of affected citizens, especially those who are institutionalized, immobilized or injured.
- g) In cooperation with the Fire Service Division, perform search and rescue operations.
- h) Implement any curfews ordered by the Mayor or designee.
- i) Provide access control to affected areas.
- j) Provide emergency assistance to persons with special/functional needs.
- k) Assist the medical examiner with mortuary services.
- l) Coordinate urban search and rescue activities with fire services.
- m) Investigate incident and provide intelligence information to state and federal officials.

## WARNING AND COMMUNICATIONS

The City of Wyoming City Manager or designee is responsible for warning and communications activities. Public warnings should be coordinated through the county Emergency Management Office to ensure consistency with county-wide protocols. The following guidelines represent a checklist of actions that department officials may consider for providing an effective response to an emergency or disaster situation.

### **Emergency Guidelines:**

- a) Warn, and give an assessment and updates to the following individuals
  - City department heads and EOC representatives
  - County Emergency Management Coordinator
- b) Ensure all agencies represented in the City Emergency Operations Center have communications both to their staff at their department offices and their staff at the incident site.
- c) Maintain communications with the Incident Commander.
- d) Coordinate public warning with the county Emergency Management Office to ensure warnings are consistent with county-wide protocols.
  - Consideration: Ensure the public warning system provides notification to special needs populations identified in the community, i.e., elderly, hearing and vision impaired, non-English speaking, and other.
  - Consideration: Notification to special facilities and locations, such as schools, medical facilities, nursing homes, major industries, institutions, and place of public assembly.

## **PUBLIC INFORMATION**

The Communications Specialist or designee is responsible for public information activities. The following guidelines represent a checklist of actions that the Public Information Official may consider for providing an effective response to an emergency or disaster situation.

### **Emergency Guidelines:**

- a) Coordinate with the county Emergency Management Office for public information activities
  - a. Establish a sole point of contact for the news media and public officials.
  - b. Assist the county in establishing a joint information center (JIC).
  - c. Maintain a log and file of all information released to the media.
- b) Collect information from emergency response agencies located in the emergency operations center and other locations.
- c) Prepare news releases to be disseminated to the local media.
- d) Conduct press tours of disaster area(s) within the community.
- e) Establish a Public Information Center to become the central point from which news releases are issued. It is recommended that this center not be in close proximity to the incident scene.
- f) Assist in developing and distributing education material on the hazards that face the community.

## **DAMAGE ASSESSMENT**

The following guidelines represent a checklist of actions that department officials may consider for providing an effective response to an emergency or disaster situation.

### **Emergency Guidelines:**

- a) Record initial information from first responders such as law enforcement, fire services, and public works.
- b) Collect information and forward to the county Emergency Management Office so that the county can compile requisite jurisdictional reports and forward them to the state.
- c) Consider a request for county assistance for damage assessment activities.
- d) If necessary, activate the damage assessment team which consists of the following agencies:
  1. Community Services (Building Inspections) - responsible for public damage assessment
  2. Community Services (Building Inspections) - responsible for individual damage assessment
- e) Coordinate with the county Emergency Management Office with the preparation of a local state of disaster of emergency declaration, if applicable.
- f) Record all expenditures for municipal personnel, equipment, supplies, services, etc., and track resources being used.
- g) Prepare reports for the public information official.

## **PUBLIC WORKS**

The following guidelines represent a checklist of actions that department officials may consider for providing an effective response to an emergency or disaster situation.

### **Emergency Guidelines:**

- a) Maintain transportation routes.
- b) If necessary, coordinate activities designed to control the flow of flood water, including sandbagging, emergency diking, and pumping operations.
- c) Coordinate travel restrictions/road closures within the city.
- d) Identify evacuation routes.
- e) Provide emergency generators and lighting.
- f) Assist with traffic control.
- g) Assist with access control.
- h) Assist with urban search and rescue activities, i.e., persons trapped in damaged buildings or under heavy debris/objects, etc...
- i) Coordinate with private utilities with the shutdown and restoration of gas and electric services.
- j) Assist with transportation of essential goods, i.e., food, medical supplies, etc...
- k) As necessary, establish a staging area for public works.
- l) Report damage information to the Damage Assessment Team.
- m) If the county Emergency Operations Center is activated, establish and maintain contact with the person representing public works.
- n) Notify Law Enforcement of the location(s) of disabled vehicles.
- o) Inspect critical infrastructure and other public utilities for safety.

## **EMERGENCY MEDICAL SERVICES**

The City of Wyoming Department of Police and Fire Services – Fire Services Division, as a medical first responder agency, will coordinate with EMS agencies for emergency medical service activities. The following guidelines represent a checklist of actions that agency officials may consider for providing an effective response to an emergency or disaster situation.

### **Emergency Guidelines:**

- a) Coordinate with EMS personnel for the medical care of victims
- b) Establish a staging area for emergency medical response
- c) Consideration of special needs populations
  - a. Evacuate nursing homes, and other medical facilities.
- d) Assist with decontamination as directed by the Haz Mat team
  - a. Personnel and equipment
- e) Assist with animal and pet control
- f) Ensure that emergency medical teams responding on-scene have established an on-scene medical command liaison to the incident commander.

## HUMAN SERVICES

The Logistics Section of the City of Wyoming Emergency Operations Center will assign an individual to serve as the Human Services Liaison. The liaison will coordinate and/or keep informed human services activities occurring within the City of Wyoming, with the county Emergency Management Office as well as area Human Services agencies. The following guidelines represent a checklist of actions that the liaison may consider for providing an effective response to an emergency or disaster situation.

### **Emergency Guidelines:**

- a) Coordinate activities of city departments which provide human services. These activities may be facilitated through the Kent County Emergency Management Office.
- b) Considerations:
  - a. Coordinate the provision of transportation for evacuation.
    - i. Special needs populations
  - b. Open and manage shelters in the city.
  - c. Set up canteen to feed emergency workers within the city.
  - d. Food and clothing to victims of the disaster.
  - e. Arrange for Crisis Counseling or Critical Incident Stress Management (CISM) for both victims and identified disaster workers.

## EMERGENCY NOTIFICATION LIST

<b>FIRE SERVICES</b>	<b>POSITION</b>	<b>OFFICE #</b>	<b>CELL #</b>	<b>HOME #</b>
James Carmody	Director of Public Services	616-530-7309		
Robert Austin	Fire Services Division	616-530-7250		

<b>POLICE DEPARTMENT</b>	<b>POSITION</b>	<b>OFFICE #</b>	<b>CELL #</b>	<b>HOME #</b>
James Carmody	Director of Public Safety	616-530-7309		
Kip Snyder	Captain – Police Services Division	616-530-7329		
Kim Koster	Captain – Administrative Service Division	616-530-7323		

<b>CITY OFFICES</b>	<b>POSITION</b>	<b>OFFICE #</b>	<b>CELL #</b>	<b>HOME #</b>
Jack Poll	Mayor			
Curtis Holt	City Manager	616-530-7272		
Barb VanDuren	Deputy Manager	616-530-7272		
Kelli VandenBerg	Assistant to City Manager	616-530-7240		
Becky Rynbrandt	Director of Community Services	616-261-3520		
Kim Oostindie	Human Resource Manager	616-261-3539		
Heidi Isakson	City Clerk	616-530-7296		
Andrea Boot	Treasurer	616-530-7278		

<b>PUBLIC WORKS</b>	<b>POSITION</b>	<b>OFFICE #</b>	<b>CELL #</b>	<b>HOME #</b>
William Dooley	Public Works/Utilities Director	616-530-7254	616-889-7651	
Scott Zastrow	Assistant Dir. PW	616-530-7264	616-889-7645	
Russ Henckel	Assistant Dir. PW	616-530-7218	616-262-3114	
Tom Kent	Deputy Dir. PW	616-261-3555	616-813-1689	
Myron Erickson	Supt. – Clean Water	616-261-3562	616-292-7498	
Jerry Caron	Supt. – Water Treatment	616-399-7841	616-218-3497	

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN  
AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF  
WYOMING AND THE COUNTY OF KENT FOR THE HOME INVESTMENT  
PARTNERSHPS (HOME) PROGRAM

WHEREAS:

1. The City of Wyoming and the County formed a HOME Consortium in 2010. It was also agreed that the County, as the lead entity, would assume overall responsibility for the Kent HOME Consortium.
2. The U.S. Department of Housing and Urban Development (HUD) allows the amendment of the existing agreement to include automatic renewal.
3. In order to amend for automatic renewal as a HOME Consortium, the County, as the lead entity, must submit an executed consortium agreement and all necessary documentation to the HUD field office by June 30, 2013.
4. HUD requires the authorizing resolution of each member unit of general local government contain an automatic renewal of the agreement for successive qualification periods.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the modification of the renewal provision to include automatic renewal for successive qualification periods in the Kent County HOME Consortium Agreement between the City of Wyoming and County of Kent.
2. The Wyoming City Council authorizes the Mayor and/or City Manager to sign the Agreement, and all necessary ancillary legal documents for submission to HUD.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried:     Yes  
                              No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: June 3, 2013.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

Attachment: Staff Report  
                  Agreement

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

## STAFF REPORT

Date: May 21, 2013

Subject: City of Wyoming-Kent County HOME Consortium Agreement; Automatic Renewal

From: Rebecca Rynbrandt, Director of Community Services

Cc: Jack Sluiter, City Attorney  
Linda Likely, Director of Community Development, County of Kent

Meeting Date: June 3, 2013

---

### RECOMMENDATION:

It is recommended that the City Council:

1. Approve the automatic renewal amendment to the City of Wyoming-County of Kent Home Investment Partnership (HOME) Consortium Agreement.
2. Authorize the Mayor and/or City Manager to sign the agreement and all necessary ancillary legal documents for submission to HUD.

### SUSTAINABILITY CRITERIA:

Environmental Quality – The HOME program is a vital tool used to increase the supply of decent, safe, affordable housing to low- and moderate-income households, working to reduce impediments to fair housing within the City of Wyoming and throughout the region.

Social Equity – The HOME program works to expand the capacity of nonprofit housing providers, while strengthening and leveraging private sector partnerships between the state and local governments to provide housing to low- and moderate-income households.

Economic Strength – The Consortium Agreement provides for the efficient administration of, and investment of, approximately \$240,000 of Housing and Urban Development (HUD) Department funds allocated to the City of Wyoming as an entitlement community for the provision of the HOME Program, leveraging additional county entitlement funds for investment within the City of Wyoming.

### DISCUSSION:

In June 2010 the City of Wyoming entered into a three year Consortium agreement with

Kent County to receive, grant and administer our entitled HOME funds. Subsequently, HUD now allows such agreements to contain an automatic renewal provision. The foundation of the initial consortium agreement was to ensure that funds have a more direct impact to citizens living in Kent County, with the specific intent of serving Wyoming citizens. Recall that previous to this agreement, due to a lack of staffing, Wyoming's entailment funds transferred to the State of Michigan. Since the implementation of our consortium agreement, almost \$800,000 has been invested in housing development in the City of Wyoming.

The City of Wyoming, by HUD regulation, shall retain the right to opt out of the Consortium agreement should it desire.

#### BUDGET IMPACT:

Automatic renewals reduce staff and attorney time and expense related to the processing of agreement extensions.

#### ATTACHMENTS:

Resolution  
Agreement amendment  
Original agreement  
Notification of Opt-out Option

**MODIFICATION OF  
INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF WYOMING AND THE COUNTY OF KENT  
ESTABLISHING  
THE KENT HOME CONSORTIUM**

---

This supplementary agreement is made on June \_\_\_\_, 2013, between **the City of Wyoming** (hereinafter referred to as the “City”, a Michigan Municipal corporation, of 1155 – 28<sup>th</sup> Street SW, P.O. Box 905, Wyoming, Michigan 49509-0905, and the **County of Kent** (hereinafter referred to as the “County”), a Michigan Municipal Corporation, of 300 Monroe Avenue NW, Grand Rapids, Michigan 49503.

**Recitals**

- 1) This supplementary agreement is made for the purpose of amending the original agreement executed between the parties to this supplementary agreement on June 15, 2010, pursuant to the Urban Cooperation Act, 1967 PA 7 (MCLA 124.501), to establish and provide for the powers and duties of the “Kent HOME Consortium” (Consortium Agreement). Each party is a public agency as defined in Public Act 7 of 1967.
- 2) The Consortium Agreement states that it will not be automatically renewed when it expires. Automatic renewal is allowed by HUD and desirable when mutually agreed upon to ease the burden of the renewal process on both parties to the agreement. To allow the change to the Renewal Clause, both parties agree to amend the Consortium Agreement.
- 3) In accordance with Section 5 of the Consortium Agreement, the parties may amend the Consortium Agreement upon the mutual agreement of the parties evidenced in writing, and subject to approval by HUD.

NOW THEREFORE, the parties hereby modify the Consortium Agreement as follows.

**Section 1: Modification**

- 1) Section 4.2 which state “This Agreement will not be automatically renewed when it expires...”, should be removed and amended to read as follows:

“This agreement shall automatically be renewed for the Consortium’s participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, the Lead Entity shall notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Entity shall send a copy of each notification to the HUD Field Office.

If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the Lead Entity, and the Lead Entity shall notify the HUD Field Office, before the beginning of the new qualification period.

Before the beginning of each new qualification period, the Lead Entity shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this agreement, a copy of each amendment to this agreement, and, if the Consortium's membership has changed, the state certification required under 24 C.F.R. § 92.101(a)(2)(i).

The Consortium shall adopt any amendments to this agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods.

The automatic renewal of the agreement will be void if: the Lead Entity fails to notify a Consortium member or the HUD field office as required under this automatic renewal provision or the Lead Entity fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.”

**Section 2: Continuing Force of the Consortium Agreement**

- 1) With the exception of the above-referenced provisions, all of the terms and conditions of the Consortium Agreement shall remain in full force and effect, and the Consortium Agreement shall be attached hereto and incorporated by reference herein.

In witness whereof, each party to this Modification of the Consortium Agreement have caused it to be executed on the date indicated below.

**CITY OF WYOMING**

**COUNTY OF KENT**

\_\_\_\_\_  
Jack Poll  
Mayor

\_\_\_\_\_  
Dan Koorndyk  
Chair, Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST

ATTEST

\_\_\_\_\_  
Heidi Isakson  
Clerk, City of Wyoming

\_\_\_\_\_  
Mary Hollinrake  
Clerk, County of Kent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

APPROVED AS TO FORM



\_\_\_\_\_  
Jack Sluiter  
Attorney, City of Wyoming

\_\_\_\_\_  
5/23/13  
Date

\_\_\_\_\_  
Daniel A. Ophoff  
Kent County Corporate Counsel

\_\_\_\_\_  
Date

# EXECUTED

## INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF WYOMING AND THE COUNTY OF KENT

ESTABLISHING

THE KENT HOME CONSORTIUM

---

This Agreement is entered into between the **City of Wyoming** (hereinafter referred to as the "City"), a Michigan Municipal Corporation, and **County of Kent** (hereinafter referred to as the "County"), pursuant to the Urban Cooperation Act, 1967 PA 7 (MCLA 124.501) to establish and provide for the powers and duties of the "Kent HOME Consortium." Each party is a public agency as defined in Public Act 7 of 1967 with the power to carry out the programs described in this Agreement. This Agreement is effective July 1, 2011.

### Recitals

WHEREAS, the stated goal of the Cranston-Gonzalez National Affordable Housing Act (NAHA) is that very low-income and low-income Americans should be able to afford a decent, safe, sanitary, and affordable housing; and

WHEREAS, NAHA requires a governmental unit to formulate and submit applicable plans in order to be eligible to receive funds from the existing federal programs such as Community Development Block Grant (CDBG) and Emergency Shelter Grants (ESG), as well as to be eligible to receive funds from new housing assistance programs, including the Home Investment Partnerships Act Program (HOME); and

WHEREAS, NAHA provides for the designation of geographically contiguous units of local government to participate as a consortium and to be considered a single unit of local government for the purposes of the HOME Program; and

WHEREAS, the City and the County are contiguous units of local government and desire to form a consortium for the purposes of formulating and submitting required plans for the purpose of receiving an allocation and participating in the HOME Program administered by the Department of Housing and Urban Development (HUD) for which they may be eligible, and for the purpose of cooperating to undertake or to assist in the undertaking of housing assistance activities for the HOME Program; and

WHEREAS, the City and County have determined that obtaining funding under the HOME Program will increase their ability to provide housing for their very-low and low income residents, and it is desirable and advantageous, and in the public interest to enter into an Agreement for joint and cooperative action, as embodied in this Agreement;

THEREFORE, the City and the County agree to establish the Kent HOME Consortium upon the following terms and conditions:

## Section 1: Consortium Membership

1. The City and the County (hereafter collectively referred to as the Consortium) agree to cooperate as herein set forth to undertake or to assist in undertaking housing assistance activities for the HOME program.
2. The Consortium designates the County, through its Community Development and Housing Commission Department, as the lead governmental entity. The County will act in an agent capacity for the purposes of HOME and will exercise such authority and power necessary to accomplish the purposes of this Agreement, subject to the input of the City. Priorities of the Consortium are based on identified activities documented in the Kent County Five Year Consolidated Plan and in the County's Annual Action Plans. The ultimate authority to implement the HOME Program lies with the County as the lead entity.
3. This Agreement recognizes that there are no other local units of government within Kent County who can join the Consortium at this time.

## Section 2: Responsibilities of Lead Entity

1. The County, as lead entity, shall assume overall responsibility to:
  - a. Ensure that the Consortium HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning the Consolidated 5-year Plan (Plan) and Consolidated Annual Performance Report (CAPER) in accordance with HUD regulations found in 24 CFR Parts 92 and 91, as specified at 24 CFR 92.350.
  - b. Formulate and update any required plans, including but not limited to, a needs assessment, assessment of the housing market and inventory, and a five (5) year strategy that identifies geographic and program priorities and addresses homelessness and fair housing issues.
  - c. Submit required plans, updates and reports in a timely manner as required by NAHA.
  - d. Implement the Plan within the Consortium.
  - e. Administer all housing assistance activities funded through the HOME Program within the Consortium.
  - f. Enter into contracts necessary to implement this Agreement.
  - g. Provide direction and oversight to the Consortium in the commitment and management of funds.
  - h. Exercise all powers conferred by law upon the Consortium for the purposes of carrying out the terms of this Agreement.

### **Section 3: Member Responsibilities; Allocation; Match**

1. Each member is entitled to a percentage of the annual Kent HOME Consortium allocation, based on its share of the current HOME allocation as determined by HUD.
2. The County shall be responsible for allocating all HOME funds to eligible activities pursuant to HUD regulations with the input of the City on their share of HOME funds.
3. The County will require project developers to provide required match funds. If the developer cannot provide the required match a given project may not proceed.
4. In the event that no eligible project in the City can be committed within eighteen (18) months or completed within forty-two (42) months of HUD contract award, then the funds which have not been committed or expended may be reallocated by the County for other HOME-eligible projects. The County shall ensure through ongoing monitoring that good faith effort is made to identify HOME-eligible projects in the City.
5. The County as Lead Agency will be ultimately responsible to ensure compliance with Program requirements and shall be liable for any funds recaptured by HUD pursuant to 24 CFR 92.500(d)(1)(B) and (C).
6. The County shall provide information to the City on City HOME projects on an annual basis through its CAPER process.

### **Section 4: Term**

1. This Agreement shall remain in effect until the date on which all activities funded under NAHA during federal fiscal years 2011, 2012, and 2013 have been expended for eligible activities. The qualification period for this Consortium to receive allocations as a participating jurisdiction in the HOME program will start on July 1, 2011 and end on June 30, 2014.
2. This Agreement will not be automatically renewed when it expires. One year prior to termination of this Agreement, the Consortium may elect to extend the term of this Agreement by the adoption of a substantially similar resolutions from each of the member governing bodies approving the extension of the Agreement and authorizing the chief elected official to execute any and all necessary documents.
3. Pursuant to Notice CPD-08-01, no member may withdraw from the Consortium or terminate this Agreement during the qualification period of July 1, 2011 through June 30, 2014, and until the HOME funds from each of the federal fiscal years of the qualification period are expended on eligible activities.
4. All members of the Consortium shall have the same program year for CDBG and HOME Programs. The program year will begin annually on July 1<sup>st</sup> and end on June 30<sup>th</sup>.

## **Section 5: Amendments**

1. Amendments to this Agreement shall be made only upon the mutual agreement of the City and the County evidenced in writing, and is subject to approval by HUD.

## **Section 6: Fiscal Responsibilities**

1. Day-to-day financial and fiscal authority and responsibility for all funds received and administered in connection with this Agreement shall be vested in the Kent County Community Development Department and Housing Commission in cooperation with the Kent County Fiscal Services Department. The Kent County Community Development Department and Housing Commission shall be responsible for the receipt, IDIS draw-down, disbursement, and accounting of all Consortium funds.

## **Section 7: Annual Audit**

1. The County is responsible for obtaining an independent annual audit. The City will receive a copy of the annual audit.

## **Section 8: Compensation of Lead Entity**

1. The County, through its Community Development and Housing Commission Department, is responsible for the final formulation, update, and submission of required plans on behalf of the Consortium to HUD.
2. The County will provide direct services to the Consortium to plan, administer, manage, coordinate, monitor, implement, and evaluate the required administrative activities of the HOME Program.
3. The activities undertaken by the County with respect to implementation of HOME Program within the Consortium shall be funded by a fee not to exceed ten (10%) percent of the sum of the Fiscal Year HOME basic formula allocation received in accordance with 24 CFR § 92.207.

## **Section 9: Fair Housing**

1. Each Consortium member agrees to affirmatively further fair housing.

## **Section 10: Limitations on Powers**

1. The Consortium has no power or authority to:
  - a. Levy any tax or issue any bonds in its own name;
  - b. Indebt any party, except as provided in this Agreement; or
  - c. Condemn land for any purpose.

NOW, THEREFORE, the elected officials of the aforesaid units of general local government approve this Agreement, and as authorized representatives of their unit of government pledge to cooperate and enter into such Agreement as previously authorized and directed.

The said elected officials in witness whereof cause this Agreement to be executed, and herein affix their signatures this 15 th day of June 2010.

**CITY OF WYOMING**

  
\_\_\_\_\_  
Jack Poll  
Mayor  
6-7-10  
Date

**COUNTY OF KENT**

  
\_\_\_\_\_  
Sandi Frost Parrish  
Chair, Board of Commissioners  
6-15-10  
Date

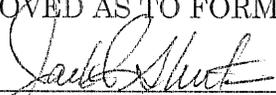
**ATTEST**

  
\_\_\_\_\_  
Heidi Isakson  
Clerk, City of Wyoming  
6-7-10  
Date

**ATTEST**

  
\_\_\_\_\_  
Mary Hollinrake  
Clerk, County of Kent  
6/15/10  
Date

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Jack Sluiter  
Attorney, City of Wyoming  
5/27/10  
Date

**Legal Opinion of Corporate Counsel, County of Kent**

The undersigned, Corporate Counsel for the County of Kent, certifies that the foregoing terms and provisions of this Agreement are fully authorized under State law, 1967 PA 7 (MCLA 124.501), and local law, and that this Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME Program.

  
\_\_\_\_\_  
Daniel A. Ophoff  
Kent County Corporate Counsel  
June 10, 2010  
Date

# COMMUNITY DEVELOPMENT DEPARTMENT

82 Ionia Avenue, N.W. Suite 390  
GRAND RAPIDS, MICHIGAN 49503-3036  
TELEPHONE: (616) 632-7400  
FAX: (616) 632-7405



LINDA S. LIKELY  
Director

May 8, 2013

City of Wyoming  
1155 – 28<sup>th</sup> Street SW  
P.O. Box 905  
Wyoming, MI 49509-0905  
Attn: Rebecca Rynbrandt, Director of Community Services

Dear Ms. Rynbrandt,

Kent County has been notified by the U.S. Department of Housing and Urban Development (HUD) that the qualification process for another three (3) year period of the Kent County HOME Consortium has begun.

Under the HOME Consortium, Kent County has provided funding for the City of Wyoming and the balance of Kent County excluding the City of Grand Rapids. The Consortium has undertaken the development of Affordable Housing both rental and for sale properties through its housing development activities.

Kent County has the authority to carry out essential HOME Investment Partnership activities as part of this agreement. As a local unit of government, the City of Wyoming has the right to elect to be excluded from our HOME Consortium and to terminate our existing Interlocal Agreement. By doing so, Kent County would not be able to conduct such programs or spend HOME funds within your community. If you choose to be excluded, you must notify (in writing) the County at 82 Ionia Ave. NW, Suite 390, Grand Rapids, MI 49503 by no later than June 15, 2013.

If on the other hand you choose to continue to participate in our HOME Consortium, it is not necessary for you to take this action. We are currently in the process of amending our Interlocal Agreement to include an automatic renewal clause. This action will impact future renewal protocol. We are however required to inform you of the option to opt-out of the Interlocal Agreement that establishes the Kent County HOME Consortium.

If you choose to continue to be included as part of the Kent County HOME Consortium, you will not be eligible to apply for grants under the Small Cities or State HOME Investment Partnership grants.

We look forward to your continuing participation. If you have any questions on this matter, please contact me at (616) 632-7400.

Sincerely,

Kent County Community Development Department

A handwritten signature in cursive script that reads "Linda S. Likely".

Linda S. Likely  
Housing and Community Development Director

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO  
EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF  
TRANSPORTATION FOR THE MILLING AND RESURFACING SECTIONS OF  
DIVISION AVENUE AND IVANREST AVENUE IN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming in cooperation with the Michigan Department of Transportation (MDOT) proposes to perform rotomilling and resurfacing asphalt pavement on sections of Division Avenue and Ivanrest Avenue in Wyoming.
2. The 2013 Federal Resurfacing Project includes milling and resurfacing the following streets:
  - Division Avenue, 28<sup>th</sup> Street to 36<sup>th</sup> Street
  - Division Avenue, 44<sup>th</sup> Street to 54<sup>th</sup> Street
  - Ivanrest Avenue, north City limit to south City limit
3. The 2013 Federal Resurfacing project includes the reconstruction of a City of Kentwood watermain in Division Avenue from 48<sup>th</sup> Street to 50<sup>th</sup> Street.
4. The 2013 Federal Resurfacing project additionally includes adding a right-turn only lane on southbound Division Avenue at 54<sup>th</sup> Street.
5. The Michigan Department of Transportation has submitted the attached City-State Agreement outlining the rights and obligations for the parties.
6. The anticipated cost for the City of Wyoming's share, based upon the engineer's estimate, is \$1,010,000.
7. The costs for this project can be financed out of the Capital Improvements Program account number 400-441-50200-972502, 2013 Federal Resurfacing Project.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Agreement with MDOT for the 2013 Federal Resurfacing project.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: June 3, 2013.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

STP &amp; CMAQ

DA

Control Section	STU 41400; CM 41400
Job Number	114727; 116764
Project	STP 1341(340); CM 1341(339)
Federal Item No.	HH 8638; HH 8621
CFDA No.	20,205 (Highway Research Planning & Construction)
Contract No.	13-5248

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of \_\_\_\_\_, 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 May 1, 2013, attached hereto and made a part hereof:

PART A - STU 41400; JOB #114727; STP 1341(340); HH 8638; FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing work along Division Avenue from 36<sup>th</sup> Street to 28<sup>th</sup> Street (Highway M-11), along Division Avenue from 54<sup>th</sup> Street to 44<sup>th</sup> Street, and along Ivanrest Avenue from the south city limits to the north city limits; including sidewalk ramp and pavement marking work; and all together with necessary related work.

PART B - STU 41400; JOB #114727; STP 1341(340); HH 8638; NO FEDERAL PARTICIPATION

Watermain, sanitary sewer, and associated roadway restoration work along Division Avenue from 36<sup>th</sup> Street to 28<sup>th</sup> Street (Highway M-11), along Division Avenue from 54<sup>th</sup> Street to 44<sup>th</sup> Street, and along Ivanrest Avenue from the south city limits to the north city limits; and all together with necessary related work.

PART C - CM 41400; JOB #116764; CM 1341(339); HH 8621

Right-turn lane work at the intersection of Division Avenue and 54<sup>th</sup> Street; including hot mix asphalt paving, drainage, concrete curb and gutter, sidewalk ramp, and watermain relocation work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; 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:

SURFACE TRANSPORTATION PROGRAM  
CONGESTION MITIGATION AND AIR QUALITY

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.

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, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

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 accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$2,046,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion 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.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART C

Federal Congestion Mitigation and Air Quality Funds shall be applied to the eligible items of the PART C portion of the PROJECT COST up to the lesser of: (1) \$64,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART C portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART C portion 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 will 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.

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

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

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.

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 a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

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 or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents 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 the highway 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.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT 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. 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.

17. 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 jurisdiction of the highway described as the PROJECT 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.

18. 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 the day and year first above written.

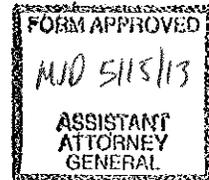
CITY OF WYOMING

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:



APPROVED AS TO FORM:

*Jack Shuck*



APPROVED BY:

*[Signature]*

Administrator  
Real Estate

*5/16/13*

Date

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

RESOLUTION TO AUTHORIZE THE PURCHASE OF  
DE-ICING SALT FROM THE NORTH AMERICAN SALT COMPANY

WHEREAS:

1. The City of Wyoming uses de-icing salt to melt ice and snow from the streets of the city in the winter.
2. The City of Wyoming cooperatively purchases de-icing salt with the Kent County Road Commission and other local agencies.
3. The North American Salt Company submitted the lowest bid price of \$64.77 per ton of salt from September 2013 through August 2014.
4. The costs for these purchases are budgeted in the Major Street and Local Street Winter Maintenance Accounts 202 441 47800 740000 and 203 441 47800 740000 respectively.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of approximately 5,500 tons of de-icing salt from the North American Salt Company at a unit price of \$64.77 per ton.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: June 3, 2013.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report

## STAFF REPORT

DATE: May 22, 2012  
SUBJECT: De-icing Salt  
FROM: W. Scott Zastrow, Assistant Director of Public Works  
Date of Meeting: June 3, 2013

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### RECOMMENDATION

The Public Works Department recommends that the City Council authorize the purchase of de-icing salt from the North American Salt Company in cooperation with the Kent County Road Commission and other local agencies.

### SUSTAINABILITY CRITERIA

#### Environmental Quality

De-icing salt has potential environmental impacts, however, it is also essential to motorist safety. Wyoming takes steps to minimize its application while maintaining safe streets.

#### Social Equity

Deicing salt is used throughout the City on all major streets.

#### Economic Strength

Deicing salt is purchased through a cooperative purchasing program in order to benefit from more competitive pricing.

### DISCUSSION

The City of Wyoming has purchased de-icing salt for the streets as a cooperative with the Kent County Road Commission, City of Grand Rapids, City of Kentwood, and City of Walker for the last ten years. This year the North American Salt Company bid the lowest price of \$64.77 per ton from September 1, 2013 through August 31, 2014.

In comparison, last year the cooperative purchased de-icing salt for \$63.20 per ton during the 2012-2013 season. The 2013-2014 price is an increase of \$1.57 per ton or 2.5% over last year.

Season	Cost per Ton	Percentage Increase
2009-2010	58.64	27.8%
2010-2011	62.74	7.0%
2011-2012	63.52	1.2%
2012-2013	63.20	-0.5%
2013-2014	64.77	2.5%

During a typical winter season, the City of Wyoming uses approximately 6,000 tons of de-icing salt. The City of Wyoming will contract for 5,500 tons of de-icing salt in the 2013-2014 season. Under the

cooperative agreement, the City of Wyoming will be obligated to purchase at least 3,800 tons. With the current inventory of approximately 6,500 tons of de-icing salt and the contract amount of 5,500 tons, the City of Wyoming will have access to approximately 12,000 tons of de-icing salt.

#### BUDGET IMPACT

Sufficient funds have been budgeted in the Major Street and Local Street Winter Maintenance Accounts 202 441 47800 740000 and 203 441 47800 740000.

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

RESOLUTION TO RESCIND A BID AND AWARD  
A BID FOR MEDIAN MOWING (2013 - 2014)

WHEREAS:

1. On December 19, 2011, the City Council awarded a bid for median mowing to Natural Landscapes, LLC., under Resolution Number 24092.
2. On Monday, May 13, 2013, the City was informed by Natural Landscapes, LLC., that they are unable to complete the project for the City.
3. Kuiper Landscape Management, the next lowest bidder, has committed to completing the project for approximately \$27,950 in 2013 and 2014 as detailed in their bid.
4. Sufficient funds are available for the project in the Major Street and Local Street Funds, Street Maintenance Accounts, 202-441-46300-930000 and 203-441-46300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council hereby rescinds the bid to Natural Landscapes, LLC.
2. The Wyoming City Council hereby awards a bid for Median Mowing to Kuiper Landscape Management.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: June 3, 2013.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Letter from Natural Landscapes, LLC.

## STAFF REPORT

DATE: May 15, 2013  
SUBJECT: Rescinding and Awarding of Bid for Median Mowing  
FROM: Joe Wahlfield, Public Works Supervisor  
Date of Meeting: June 3, 2013

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### RECOMMENDATION

Natural Landscapes, LLC, has declared that they cannot complete the median mowing in accordance with the bid specifications. It is recommended that the bid for median mowing with Natural Landscapes, LLC, be rescinded and the bid be awarded to Kuiper Landscape Management, the next lowest bidder.

### SUSTAINABILITY CRITERIA

#### Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. The City provides safe and environmentally focused medians.

#### Social Equity

Median mowing is provided throughout the City, without regard to income level or socioeconomic status. All of the City's residents enjoy equal access to the benefits of the City's medians.

#### Economic Strength

High quality medians allow the Public Works Department to maintain the City's streets, which sustains public and private property values.

### DISCUSSION

Natural Landscapes, LLC, was awarded the median mowing bid on December 19, 2011. Natural Landscapes, LLC, has declared that they cannot complete the project in accordance with the specifications. Kuiper Landscape Management has agreed to complete the project for their original bid price. Because Natural Landscapes, LLC, is defaulting on their bid and Kuiper Landscape Management is willing to complete the project at their original bid price, it is recommended that the City Council award the median mowing for 2013 and 2014 to Kuiper Landscape Management.

So far this year, the level of service that Natural Landscapes, LLC, has been providing is noticeably inadequate. Natural Landscapes, LLC, has stated they are unwilling to fulfill their

work requirements without additional compensation. Because Natural Landscapes, LLC, is unwilling to complete the project at their bid price, they have requested to be released from the bid.

The City of Wyoming contacted Kuiper Landscape Management, the next lowest bidder, and asked if they would complete the median mowing for their original bid price from December of 2011. Kuiper Landscape Management has agreed to complete the work for their original bid price of \$27,950 per season. It is recommended that the bid for median mowing with Natural Landscapes, LLC, be rescinded and the bid be awarded to Kuiper Landscape Management per their December 2011 bid.

As an additional note, Kuiper Landscape Management was awarded a bid for miscellaneous mowing in December 2011. The work completed by Kuiper Landscape Management has met the bid specifications.



# NATURAL LANDSCAPES, LLC

Professional Landscape Contractors

8830 Belding Rd. Ste. D • Rockford, MI 49341 • Ph (616) 874-1624 • Fax (616) 884-5001

[www.naturallandscapes.com](http://www.naturallandscapes.com)

5/15/2013

Attn: Joe Wah/field  
From: Shawn Sember

Per our meeting on 5/12/2013 it is mutually understood Natural Landscapes and City of Wyoming are facting ways w/ No Removal on Median Mowing as of 5/24/2013 we will continue to mow until that date for 4 cuts in May. Thank you

Shawn Sember

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

RESOLUTION FOR AWARD OF BIDS  
AND TO AUTHORIZE THE  
MAYOR AND CITY CLERK TO EXECUTE A CONTRACT

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 item as recommended in the attached Staff Reports and summarized below.

Item	Recommended Bidder	Cost
Two Pumps	Kerr Pump & Supply	\$40,568.00 total for two
Wide Format Printer-Scanner-Copier	Applied Imaging Inc.	\$9,650.00

2. The City Council does hereby authorize the Mayor and City Clerk to execute a contract for a maintenance/supply contract with Applied Imaging, Inc. and authorizes the City Manager to acknowledge acceptance of future renewals in accordance with budget authorization.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: June 3, 2013.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:  
Staff Reports

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

## Staff Report

Date: May 28, 2013  
Subject: Award of Bid for Two Pumps  
From: Tom Wilson, Clean Water Plant Maintenance Supervisor  
Date of Meeting: June 3, 2013

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### Recommendation

It is recommended that the City Council award the bid to purchase two rotary lobe pumps from Kerr Pump and Supply at a cost of \$40,568.00 which includes shipping.

### Sustainability Criteria:

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

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

Economic Strength – Regular and proper upkeep of city equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day to day operations of the Plant. These pumps will have a lower initial cost, less cost for replacement parts, and fewer man-hours spent on rebuilding old pumps.

### Discussion:

At the Clean Water Plant, there are two positive displacement pumps that were initially installed in 1979. These pumps are used to pump biosolids from the storage tanks to the front of the plant where the biosolids tanker trucks are loaded before being transported to a farmer’s field. Each of these pumps has been rebuilt numerous times over their life cycle. However, due to the age of these pumps, it is becoming cost prohibitive to rebuild these pumps again and they should, therefore, be replaced.

In the past, we have normally purchased and installed positive displacement pumps manufactured by Moyno, Inc. However, in an attempt to continue our fiscal responsiveness, we looked at a different style of a positive displacement pump called a rotary lobe pump. The rotary lobe pump costs less to purchase, allows us to increase the flow rate from 600 to 1000 gallons per minute, and it needs fewer replacement parts, therefore decreasing the cost for parts and man-hours spent on rebuilding the pumps.

Invitations to bid were sent out and posted on the City's web site. On Tuesday May 28, 2013, the City received three bids for two rotary lobe pumps, twenty eight invitations to bid were sent to prospective bidders and the bids received are as follows:

Kerr Pump & Supply	\$40,568.00
JGM Valve Corporation	\$59,966.00
Swaby Lobeline	\$177,701.00

After the bids were reviewed, it was determined that it would be in the best interest of the City to accept the low bid from Kerr Pump and Supply.

**Budget Impact:**

Upon review of the bid documents received from Kerr Pump and Supply, they were found to meet the necessary bid specifications and I am therefore recommending that the City Council approve the bid, as submitted, by Kerr Pump and Supply for \$40,568.00. Adequate funds exist in the Clean Water Plant Capital account #590-590-54400-980.800.



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Approved: Myron Erickson, CWP Plant Superintendent

## Staff Report

Date: May 29, 2013  
Subject: Wide Format Printer-Scanner-Copier - Award of Bid  
From: Russ Henckel, Assistant Director of Public Works/Engineering  
Meeting Date: June 3, 2013

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### Recommendation:

It is recommended that the City Council award the bid to purchase a wide format printer-scanner-copier, including a three year maintenance/operating supplies contract, from the low bidder, Applied Imaging Inc. in the amount of \$9,650.00 for the purchase of the wide format printer-scanner-copier and \$0.09 per linear feet per copy.

### Sustainability Criteria:

Environmental Quality – A wide format printer-scanner-copier will digitize large drawings and prepare them for paperless storage.

Social Equity – Does not significantly impact this criterion.

Economic Strength – Does not significantly impact this criterion.

### Discussion:

On May 28, 2013, the City of Wyoming received seven (7) bids for a wide format printer-scanner-copier including a three year maintenance/operating supplies contract. Thirty-seven (37) invitations were sent to prospective and the bids received are as follows:

			Maintenance/Operating Supplies Contract Bid Prices (per copy)		
Bidder	Bid Price	Make & Model	1st Year	2nd Year	3rd Year
Applied Imaging Inc.	\$ 9,650.00	Ricoh MP W3601 w/2 roll Supply, Includes free Plotworks Software	.09 per linear feet	.09 per linear feet	.09 per linear feet
Engineering Supply & Imaging	\$13,249.00	Seiko LP 1030	.48	.48	.48
Richoh USA Inc.	\$13,644.00	Richoh Aficio MP W3601	.04	.04	.04
Michigan Office Solutions	\$13,895.00	KIP 7100	.0300	0.0330	0.0363
American Reprographics Inc.	\$14,374.00	Oce Plotwave 350	.07 per sq. foot	.07 per sq. foot	.07 per sq. foot
Engineering Supply & Imaging	\$14,940.00	KIP 7100	.48	.48	.48
Konica Minolta Business Solutions	\$15,471.00	KIP 7100 CPCS	.0613	.0613	.0613

The wide format printer-copier-scanner will replace an existing unit that is reaching the end of its expected useful life. The Engineering Department will use the new machine to update digital records of its large format drawings for permanent records in On-base. The unit will also be used for preparing large sized plans for bidding and construction purposes.

It is recommended that the City Council award the bid for the wide format printer-scanner-copier, including a three year maintenance/operating supplies contract to the low bidder Applied Imaging Inc. and authorizes the City Manager to acknowledge acceptance of future renewals in accordance with budgeted authorization.

**Budget Impact:**

Funds are available in the Engineering Department Capital Outlay account number 101-441-44700-980074.

Attachment: Contract



**THIS ORDER SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

1. This order shall not be binding on AI until approved by AI home office.
2. All shipments shall be F.O.B. our warehouse.
3. AI reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve buyer of its obligation to accept remaining installment.
4. AI reserves the right at anytime to revoke any credit extended to buyer because of buyer's failure to pay for any goods when due or for any other reason deemed good and sufficient by AI.
5. AI shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond AI control. This includes without limitation, strikes, lockouts, fires, embargoes, war or other outbreaks of hostilities, inability to obtain materials or shipping space, machinery breakdowns, delays of carrier or supplies, governmental acts and regulations, other causes beyond AI control and receipt of orders from all sources in excess of AI then scheduled production capability.
6. AI warrants that the goods covered by this order when delivered to the buyer will be merchantable quality and free from defects in workmanship and material for a period of 90 days on new equipment and 30 days on used equipment from the date of delivery by AI under ordinary use and conditions. In no event shall AI be liable for resulting or consequential damages occasioned by any breach of warranty. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE EXCLUDED.
7. All claims for goods or delay in delivery shall be deemed waived unless made in writing and delivered to AI within three days after receipt of goods by buyer.
8. Title to all goods and equipment shall remain with AI until such time as the purchase price thereof shall have been paid in full.
9. AI shall have a security interest in all goods and equipment delivered to buyer until the purchase price for same shall have been paid in full. At the request of AI, buyer shall execute and deliver a security agreement and/or financing statements in the form or forms submitted to buyer by AI.
10. This contract shall be governed by and construed according to the laws of the State of Michigan.
11. This contract constitutes the entire agreement between the parties and may not be modified or terminated except in writing signed by an officer of AI.
12. **General Scope of Maintenance Coverage** - This agreement covers both the labor and material for adjustments, repair and replacements of parts as required by normal use of the equipment, subject to the exception in and in accordance with these terms and conditions. This agreement does not cover charges for installation of equipment or de-installation of equipment if it is moved. Damage to the equipment or its parts arising out of or caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard supplies or other causes beyond the control of AI are not covered by this agreement and may subject customer to a surcharge or to cancellation of the agreement. In addition, AI may terminate this agreement if the equipment is modified, damaged, altered, or serviced by personnel other than those employed by AI, or if parts, accessories, or components not meeting machine specifications are fitted to the equipment. This contract does not include connected issues, i.e. computer software related issues. Connected issues will be billed at current pricing for network services.
13. **Service Calls** - Service calls under this agreement will be made during normal business hours at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal business hours, on weekends and holidays, will be charged at the published overtime rates in effect at the time the service call is made. AI will not handle, disconnect, or repair unauthorized attachments to components; customer is responsible for disconnecting and reconnecting unauthorized attachments or components. Customer hereby indemnifies and holds AI and its employees harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on AI equipment.
14. **Term** - This agreement shall become effective upon receipt by AI of the signed maintenance agreement and approval of the credit application. The AI contract shall continue for one full calendar year and/or the copy allowance as specified on the face of this agreement. The agreement is for a one year period. The agreement may be cancelled with 60 days written notice prior to the contract expiration date. If contract is cancelled prior to expiration date, a prorated penalty fee will be assessed, otherwise this agreement is automatically renewed for a like period at the then current contract rates.
15. **Charges** - The initial charge for maintenance under this agreement shall be the amount set forth on the reverse side of this agreement, 11" x 17" constitutes 2 clicks. Pricing for maintenance under this agreement is subject to change on a yearly basis due to cost increase of parts and labor. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 15 days of the date of the AI invoice for each charge. In the case of the limited maintenance agreement, the initial annual charge is payable upon the signing of this agreement by customer. Customer understands that alterations, attachments, specification changes, or use of substandard supplies that cause excessive service calls may require an increase in maintenance charges and agrees to pay such charges promptly when due.
16. **Breach of Default** - If the customer does not pay all the charges for maintenance or parts as provided under this agreement promptly when due (1) AI may (a) refuse to service the equipment or (b) cancel maintenance agreement (2) the customer agrees to pay AI (a) its costs and expenses of collection including the maximum attorney's fees permitted by law said fee not to exceed 25% of the amount due under this agreement and (b) all charges for service provided before payment of the contract on a "Per Call" basis based upon published rates in effect at the time of service. There will be a process fee of \$35.00 for NSF check.
17. **Use of Manufacturer Recommended Supplies** - The equipment is designed to give excellent performance with AI supplies including AI paper, toner, and fuser oil. If the customer uses other than AI supplies and if such supplies are defective or unacceptable for use in the machines and cause abnormality, frequent service calls or service problems, than AI may, at its option, assess a surcharge or terminate this agreement. In this event, the customer will be offered service on a "Per Call" basis based upon published rates. It is not a condition of this agreement, however, that the customer may use only AI authorized supplies.
18. **No Warranty** - AI disclaims all warranties, express or implied, including any implied warranties or merchantability fitness for use, or fitness for a particular purpose. Customer agrees that AI is not responsible for direct incidental or consequential damages including, not limited to damages arising out of the use of performance of the equipment or the loss of the equipment.
19. **Miscellaneous** - This agreement shall be governed by and construed according to the laws of the State of Michigan applicable to agreements wholly negotiated, executed and performed in the State of Michigan. It constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of AI and the customer.

Effective: April 13, 2009

JRS/sak  
4/23/13

ORDINANCE NO. 5-13

AN ORDINANCE TO AMEND THAT PORTION OF  
TABLE 90-646 ENTITLED "DRIVE-THROUGH RESTAURANT"  
TO THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That the portion of Table 90-646 entitled "Drive-through restaurant" is hereby amended to read as follows:

Drive-through restaurant: 1.25 for every 3 persons allowed within the maximum occupancy as established by the city fire and building code, plus a minimum of 5 stacking spaces for each pickup window. The queuing of vehicles shall not interfere with public rights-of-way or with on or off site circulation and parking.

Section 2. This ordinance shall be in full force and effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a \_\_\_\_\_ session of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Ordinance No. 5-13



**Planning & Development Department**

Telephone (616) 530-7258

1155 - 28th Street, S.W., Box 905 Wyoming, Michigan 49509-0905



April 23, 2013

Web: [www.wyomingmi.gov](http://www.wyomingmi.gov)

MAYOR  
Jack A. Poll

AT-LARGE COUNCILMEMBER  
Sam Bolt

AT-LARGE COUNCILMEMBER  
Dan Burrill

AT-LARGE COUNCILMEMBER  
Kent Vanderwood

1ST WARD COUNCILMEMBER  
William A. VerHulst

2ND WARD COUNCILMEMBER  
Richard K. Pastoor

3RD WARD COUNCILMEMBER  
Joanne M. Voorhees

CITY MANAGER  
Curtis L. Holt

Ms. Heidi A. Isakson  
City Clerk  
Wyoming, MI

**Subject:** Request to amend Zoning Code Section 90-646 regarding required vehicle parking and stacking for drive-through restaurants.

**Recommendation:** To approve the subject Zoning Code amendments.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on April 16, 2013. Staff had the following comments:

This request was initially considered by the Planning Commission on March 19, 2013. The request was deferred to obtain additional information regarding alternative parking requirements. The following provides a comparison of respective drive-through restaurant parking requirements for area communities:

- City of Wyoming: 1 parking space / 50 sq. ft. gross floor area
- City of Grand Rapids: 1.25 parking spaces / 3 person occupancy (suburban districts)
- City of Kentwood: 1 parking space / 50 sq. ft. useable floor area
- City of Grandville: 1.5 parking spaces / 3 seats
- City of Walker: 1 parking space / 2 seats plus 1 space / employee at peak hours

A parking comparison report prepared by William & Works (a local planning and engineering firm who provides consulting services to numerous area communities) was also provided. It identified the various design parameters for a typical McDonald's restaurant of 4,200 sq. ft. This information was then used to determine the respective parking requirement in each community.

- City of Wyoming: 4200 sq. ft. divided by 50 = 84 parking spaces
- City of Grand Rapids: 108 person occupancy divided by 3 x 1.25 = 45 parking spaces
- City of Kentwood: 1,444 sq. ft. divided by 50 = 29 parking spaces
- City of Grandville: 70 seats divided by 3 x 1.5 = 35 parking spaces
- City of Walker: 70 seats divided by 2 plus 12 employees = 47 parking spaces

With further consideration, staff continues to recommend that due to the wide range of drive-through businesses and their individuality, it would be best to derive a parking requirement based on the occupancy of the use. The City of Grand Rapids (in suburban settings), requires 1.25 parking spaces for every 3 people occupancy, as determined by the Building Code. Applying this standard to Wyoming is reasonable and promotes consistency in the region. Additional conversations with the Chief Building Official confirmed that calculations of occupancy is relatively simple with the provision of a floor plan. Changes in fast food franchises or seating arrangements at a particular facility should not substantially amend the parking requirements. As you are aware, the Zoning Code also permits the Planning Commission to grant up to a 25% reduction in required parking where it can be justified based on ordinance standards. In addition, to help diminish the amount of underutilized pavement areas, the Zoning Code limits parking on a property to no more than 20% above that required.

As was also identified to the Planning Commission in March, it was found that a minimum requirement of five stacking spaces for drive through restaurants is a common standard. This is half of what our Zoning Ordinance requires. Those businesses that require additional stacking based on historical operation would provide as many as needed. However, it would be prudent to require the queuing of vehicles to not interfere with public right-of-ways or with on or off site circulation and parking. The following provides a comparison of the stacking requirements for the same area communities:

City of Wyoming:	10 stacking spaces
City of Grand Rapids:	To be determined by review of the Traffic Safety Department
City of Kentwood:	4 stacking spaces
City of Grandville;	10 stacking spaces
City of Walker:	5 stacking spaces

Adoption of the proposed amendments would essentially reduce the parking and vehicle stacking by 50% required under the current Zoning Code.

#### PROPOSED ORDINANCE AMENDMENT:

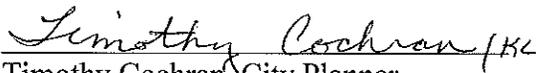
##### Section 90-646:

Drive-through restaurant: 1.25 for every 3 persons allowed within the maximum occupancy as established by the city fire and building code, plus a minimum of 5 stacking spaces for each pickup window. The queuing of vehicles shall not interfere with public rights-of-way or with on or off site circulation and parking.

The Development Review Team suggested the Planning Commission recommend to the City Council the subject Zoning Code amendments to Sections 90-646 regarding required vehicle parking and stacking for drive-through restaurants.

A motion was made by Arnoys, supported by Hegyi, to recommend to City Council the Zoning Code amendments as recommended by the DRT. After discussion the motion carried 8-1 (Postema). Additional explanation regarding this proposal may be obtained from the Planning Commission minutes of March 19, 2013 and April 16, 2013.

Respectfully submitted,

  
Timothy Cochran, City Planner  
Planning and Development Department

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

6/3/13  
Clerk/RG

ORDINANCE NO. 7-13

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE  
OF THE CITY OF WYOMING BY ADDING  
SUBSECTION (93) THERETO

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is hereby amended by adding Subsection (93) thereto, to read as follows:

- (93) To rezone 5.1 acres from B-3 Planned Business to B-2 General Business (155-28<sup>th</sup> Street SW)

LEGAL DESCRIPTION:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN DESCRIBED AS:  
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 88 DEG. 08' 49" WEST 815.45 FEET ALONG THE SOUTH LINE OF SAID SECTION 12 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 88 DEG. 08' 49" WEST 32.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH 01 DEG. 09' 48" WEST 200.00 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION 12; THENCE NORTH 88 DEG. 08' 49" WEST 148.00 FEET PARALLEL WITH SAID SOUTH LINE; THENCE SOUTH 01 DEG. 09' 48" EAST 200 FEET PARALLEL WITH SAID EAST LINE TO THE SOUTH LINE OF SAID SECTION 12; THENCE 88 DEG. 08' 49" WEST 324.60 FEET ALONG SAID SOUTH LINE TO THE HISTORICAL WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 12, SAID WEST LINE ALSO BEING THE CENTER LINE OF BUCHANAN AVENUE (80.00 FEET WIDE); THENCE NORTH 00 DEG. 58' 49" WEST 539.65 FEET ALONG SAID CENTERLINE; THENCE SOUTH 88 DEG. 08' 49" EAST 140.05 FEET; THENCE SOUTH 01 DEG. 51' 11" WEST 39.70 FEET TO A LINE 500 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12; THENCE SOUTH 88 DEG. 08' 49" EAST 493.61 FEET TO A POINT 686.76 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 12; THENCE SOUTH 01 DEG. 09' 48" EAST 250 FEET PARALLEL WITH SAID EAST LINE TO A LINE 250.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12; THENCE NORTH 88 DEG. 08' 49" WEST 128.70 FEET ALONG SAID LINE TO A LINE BEARING NORTH 01 DEG. 09' 49" WEST FROM THE PLACE OF BEGINNING; THENCE SOUTH 01 DEG. 09' 48" EAST 250 FEET TO THE PLACE OF BEGINNING.

EXCEPT THAT PART LYING SOUTHWESTERLY OF A LINE DESCRIBED AS:  
BEGINNING ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, AT A POINT LOCATED SOUTH 88 DEGREES 10 MINUTES 12 SECONDS EAST, 1455.99 FEET FROM THE SOUTH 1/4 CORNER THEREOF; THENCE NORTH 55 DEGREES 23

MINUTES 08 SECONDS WEST, 125 FEET, TO A POINT OF ENDING, AS CONVEYED TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED IN INSTRUMENT NO. 20080416-0037125.

SUBJECT TO A PERPETUAL EASEMENT FOR INGRESS AND EGRESS FOR PROVIDING PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS TO AND FROM BUCHANAN STREET FOR THE BENEFIT OF THE PARCEL ADJOINING ON THE NORTH SIDE, AS SET FORTH IN EASEMENT RECORDED MARCH 12, 1999 IN LIBER 4631, PAGE 1259, AND BEING DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 88 DEG. 08' 49" WEST 1,320.05 FEET ALONG THE SOUTH LINE OF SAID SECTION 12 TO THE HISTORICAL WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST ¼ OF SAID SECTION 12, SAID WEST LINE ALSO BEING THE CENTER LINE OF BUCHANAN AVENUE (80.00 FEET WIDE); THENCE NORTH 00 DEG. 58' 49" WEST 539.65 FEET ALONG SAID CENTER LINE; THENCE SOUTH 88 DEG. 08' 49" EAST 40.05 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID BUCHANAN AVENUE TO THE PLACE OF BEGINNING OF THIS EASEMENT DESCRIPTION: THENCE CONTINUING SOUTH 88 DEG. 08' 49" EAST 100.00 FEET; THENCE SOUTH 01 DEG. 51' 11" WEST 39.70 FEET TO A LINE 500 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12; THENCE NORTH 88 DEG. 08' 49" WEST 98.04 FEET ALONG SAID LINE TO THE EASTERLY RIGHT OF WAY OF WAY BUCHANAN AVENUE; THENCE NORTH 00 DEG. 58' 49" WEST 39.75 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE PLACE OF BEGINNING.

Section 2. This ordinance shall be in full force and effect the \_\_\_\_ day of \_\_\_\_\_, 2013.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk



- MAYOR  
Jack A. Poll
- AT-LARGE COUNCILMEMBER  
Sam Bolt
- AT-LARGE COUNCILMEMBER  
Kent Vanderwood
- AT-LARGE COUNCILMEMBER  
Dan Burrill
- 1ST WARD COUNCILMEMBER  
William A. VerHulst
- 2ND WARD COUNCILMEMBER  
Richard K. Pastoor
- 3RD WARD COUNCILMEMBER  
Joanne M. Voorhees
- CITY MANAGER  
Curtis L. Holt

May 29, 2013

Ms. Heidi A. Isakson  
City Clerk  
Wyoming, MI

**Subject:** Request to rezone 5.1 acres from B-3 Planned Business to B-2 General Business. The property is located at 155-28<sup>th</sup> Street, SW.

**Recommendation:** To deny the subject rezoning request. Please note the request below to delay consideration until July 1, 2013.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 21, 2013. The petitioner has optioned this property with the intention of developing a Speedway fueling facility (see attached exhibits). In addition to auto fueling and convenience goods, the facility would provide fueling for tractor-trailers. Such a facility is allowable by Special Use Approval from the Planning Commission in the B-2, I-2 and I-1 zoning districts. They are requesting to rezone this property from B-3 Planned Business to B-2 General Business. If the rezoning is approved the petitioners would then apply for Special Use and Site Plan Approvals from the Planning Commission. A Traffic Impact Analysis would also be required at that time. If the property is rezoned to B-2 General Business the full range of uses under the Zoning Code would be permissible (reference Zoning Code pages 90:29-90-30.2). Restricting the property to the use proposed would only be allowable through a voluntarily offered development agreement from the petitioner and entered into with the City Council at the time of rezoning. At this time there is no known use for the balance of the property beyond what Speedway proposes.

The recommendation from the Planning Commission is being provided in the customary timely manner. The petitioner has requested that consideration of this rezoning be postponed until July 1, 2013. Staff is not opposed to this delay.

**PROPERTY HISTORY:**

This property is a remnant from the K-Mart store developed in 1966. That store occupied the overall property for several decades but subsequently closed. An ancillary K-Mart out-building was previously located at the northeast corner of

28<sup>th</sup> Street and Buchanan Avenue. That was used for various commercial businesses until razed a few years ago. The K-Mart building was rezoned in 1999 from B-3 Planned Business to I-1 Light Industrial to accommodate it's conversion to Richwood Industries.

STAFF COMMENTS:

1. The City of Wyoming Land Use Plan 2020 (see attached) was adopted in 2006. It identifies the area on the north side of 28<sup>th</sup> Street and between Buchanan Avenue and Division Avenue as suitable for Mixed Use development (see attached). The purpose of the Mixed Use concept is "to transform this area into a walkable and accessible environment that is human scaled and will provide for a highly concentrated mix of compatible and complementary land uses of sufficient intensity to facilitate transit ridership."

The Silverline Bus Rapid Transit System is under construction and will be operational in August 2014. It is a \$40 million investment by Federal, State and Local governments to change transportation, foster new land uses and create economic development within corridors. The optimum impact area is within ¼ mile of the transit stations as that is the reasonable walking distance. Buchanan Avenue is ¼ mile from the two transit stations to be built at Division Avenue. Special attention was given to those stations to enhance them to be compatible with the Wyoming/Grand Rapids Gateway existing at the northeast corner.

The proposed Speedway facility would not comply with the Land Use Plan 2020 in the following ways:

a. The building with the intended development totals 4,608 sq. ft., on the overall 222,156 sq. ft. property. This results in 2% of building to land area. Such an open development is not human scaled and does not provide for a concentrated mix of compatible land uses.

b. The Speedway facility would emphasize fuel service to tractor-trailers. The nearest similar facility south is at 76<sup>th</sup> Street. It is anticipated the facility would draw customers primarily from existing traffic on 28<sup>th</sup> Street, but also from U.S. 131. The sight, noise, operation and fumes from tractor-trailers would not be conducive to developing complementary land uses that facilitate transit ridership.

2. There has been recent significant investment in this area with the relatively new hotel directly across Buchanan Avenue. Significant cooperation and collaboration between area business owners and the City has recently occurred. This has resulted in the improved aesthetics of the area and a substantial reduction in

crime. Many of the existing developments in this area are dated to the 1960's. It is envisioned that as economic vitality grows in this area with projects tied to the benefits of the BRT, these large parcels will redevelop into the cohesive and desired plan envisioned within the Land Use Plan.

3. The City of Wyoming 2035 Thoroughfare Plan showed a 2009 daily traffic volume of 35,500 trips on 28<sup>th</sup> Street and 12,900 trips on Buchanan Avenue adjoining this property. The volumes are projected to increase by 2035 to 44,100 trips on 28<sup>th</sup> Street and 16,800 trips on Buchanan Avenue. The introduction of a high volume traffic use at this intersection that includes significant tractor-trailer turning movements, would be undesirable.

4. This rezoning proposal was brought by the petitioner to the Downtown Development Authority on April 2, 2013 for their recommendation. In a split vote, the DDA recommended the proposed rezoning.

5. If the rezoning is approved, it should not be construed to signify acceptance of the site plan exhibit provided by the petitioner.

#### CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:

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

The proposed rezoning and subsequent Speedway development would be detrimental to the long range community vision for this area contained in the Land Use Plan. Land uses are desired that complement one another and promote a transit oriented development pattern of mixed uses and walkable streets. Each development that occurs should encourage development of nearby properties to enhance the overall economic strength and promote social equity such that a stable and vibrant community can emerge. The proposed rezoning does not conform to the City of Wyoming sustainability principals.

The Development Review Team suggested the Planning Commission recommend to the City Council denial of the subject rezoning.

At the public hearing, seven people spoke. A representative from the Honeoye neighborhood watch program spoke against the rezoning, as did the owner of the nearby service station and the prior owner. Two nearby business owners spoke for the rezoning as did two members of the DDA. One letter in opposition was received. A motion to recommend approval of the rezoning was made by Weller.

That motion died for lack of support. A motion was made by Hegyi, supported by Arnoys, to recommend to City Council denial of the subject rezoning. After discussion, the motion carried 6-1 (Weller). Additional explanation regarding this proposal may be obtained from the Planning Commission minutes of May 21, 2013.

Respectfully submitted,

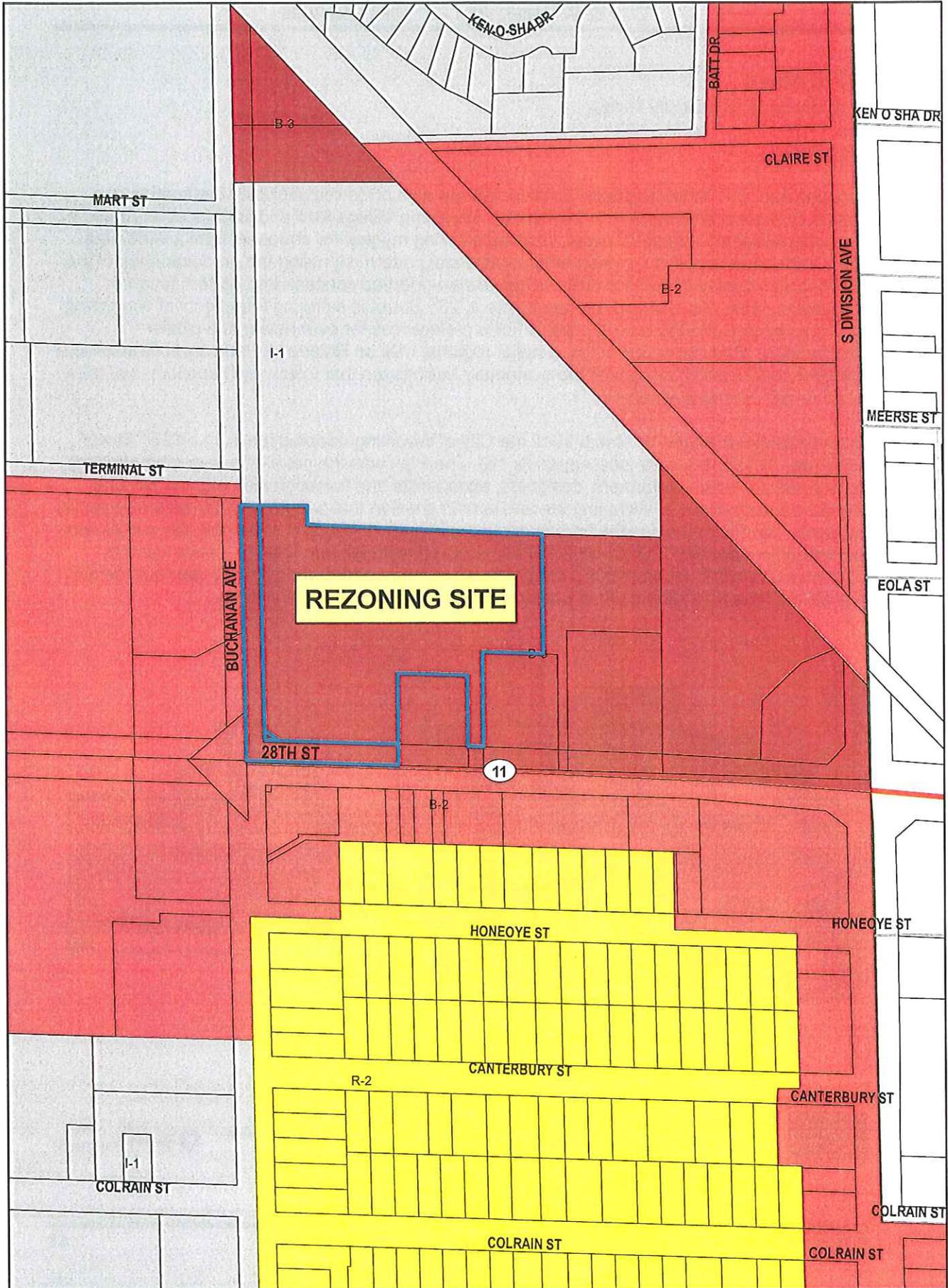


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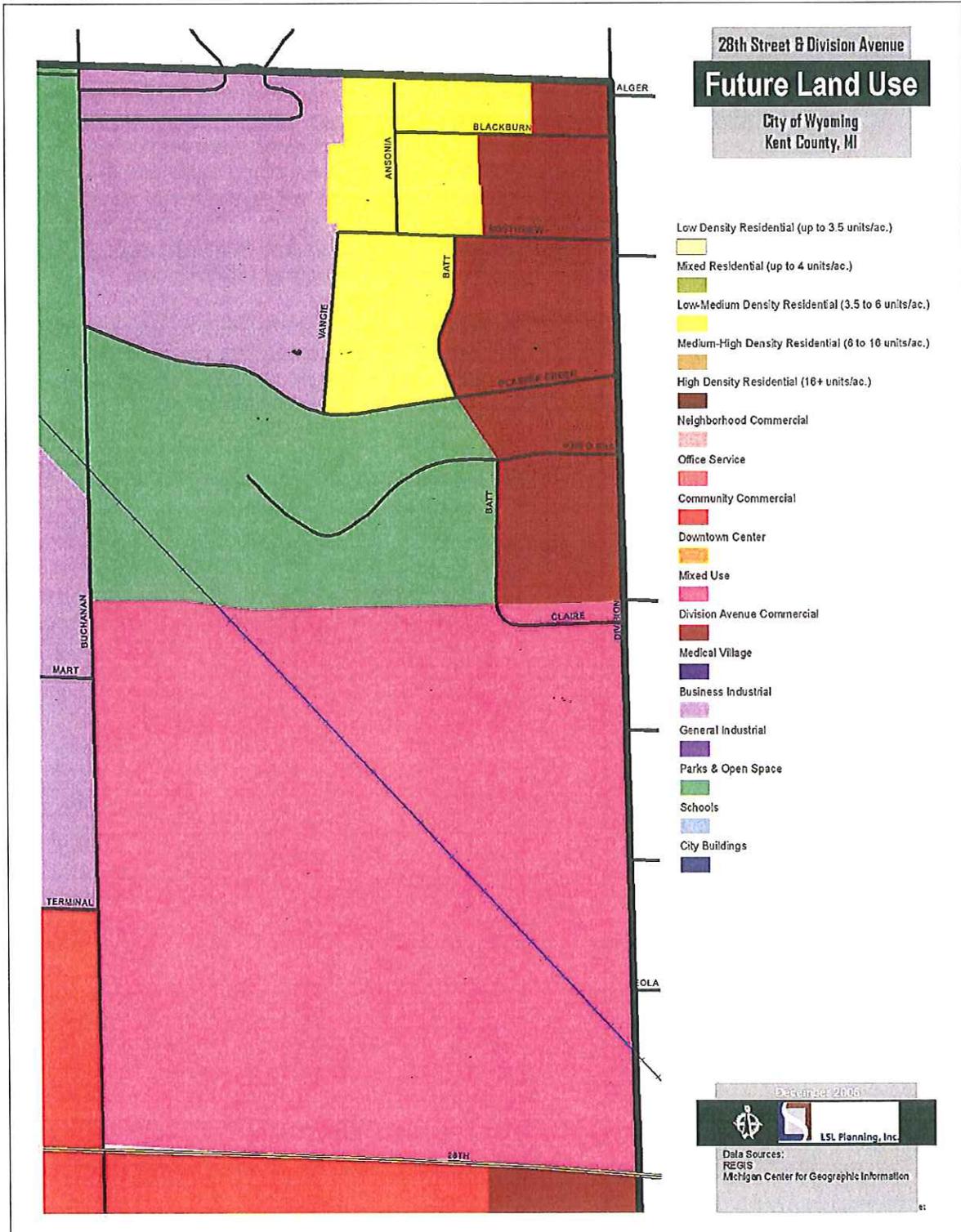
Timothy Cochran, City Planner  
Planning and Development Department

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





FUTURE LAND USE  
CITY OF WYOMING LAND USE PLAN 2020





**Police Department**

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2300 De Hoop Avenue SW, Wyoming, Michigan 49509



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MAYOR  
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May 20, 2013

City of Wyoming Planning Commission  
1155 28<sup>th</sup> Street SW  
Wyoming, Michigan 49509

Commissioners;

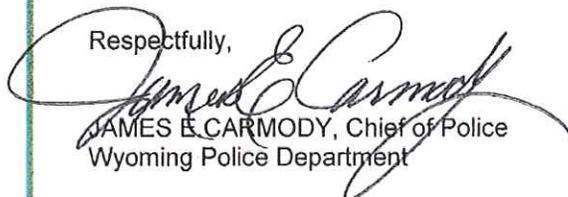
This letter is in response to the placement of a truck refueling depot at the intersection of 28<sup>th</sup> and Buchanan Streets, in Wyoming. As a member of the City of Wyoming's Development Review Team (DRT) this question was recently brought to our group for consideration.

I would like to go on record in opposition to this plan for a number of reasons. Although I strongly believe that new business developments are critically important to the sustainability of our City, I also believe that some developments, if placed in the wrong locations, can have a negative impact on the community. This type of development would definitely have a negative impact. My objections are as follows;

- Heavy truck traffic, mixing with vehicular traffic, sets the stage for serious traffic crashes. The overpass at M-131 and 28<sup>th</sup> Street heading east creates a reduced visibility area as the traffic moves down the incline to a traffic signaled intersection.
- Heavy trucks trying to turn in and out of the station would provide for significant traffic tie-ups.
- Such businesses that cater to a transient customer base are often targeted by criminal elements that prey upon the needs of the drivers.

These are just a few of the most critical concerns that we have from the law enforcement perspective. We have also heard from many of the businesses and a neighborhood association that is located adjacent to the area, and they are very concerned for the reduction in their quality of life if such a business is located near them. If there is a need for more detailed information, then please let me know and I will make myself available at your earliest convenience.

Respectfully,



JAMES E. CARMODY, Chief of Police  
Wyoming Police Department