

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, FEBRUARY 3, 2014, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Dennis Gilbert, Church of the Open Door
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the Regular Meeting of January 20, 2014
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m. To Consider Approval of an Application for an Industrial Facilities Exemption Certificate for Gordon Food Service, Inc.
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

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

 - a) To Reappoint Members to the Economic Development Corporation and Brownfield Redevelopment Authority for the City of Wyoming
 - b) To Appoint Representatives to the Board of the EMS Consortium Partnership
- 15) Resolutions**
 - c) To Approve the Application of Gordon Food Service, Inc. for an Industrial Facilities Exemption Certificate in the City of Wyoming for a New Facility and Authorizing the Mayor and City Clerk to Sign the IFT Agreement
 - d) To Authorize the Write-Off of Delinquent 2007 City Property Taxes
 - e) To Authorize the City Manager to Execute an Employment Agreement with the Deputy Director of Fire Services
 - f) To Accept the Edward Byrne Memorial Justice Assistance Grant (Budget Amendment No. 40)

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

- g) To Participate in the Operation and Maintenance of the Regional Geographical Information System (REGIS)
- h) To Approve Change Order Number One for the Gezon 5 Million Gallon Tank Repair and Painting and Authorize the Mayor and City Clerk to Execute the Change Order
- i) To Extend the Bid for Gasoline & Diesel Fuel

17) Ordinances

- 3-14 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (95) Thereto to Rezone the 28th Street Corridor from Clyde Park Avenue to Burlingame Avenue from DC Downtown Center, B-3 Planned Business, B-2 General Business and R-2 Single Family Residential to Form Based Code (FIRST READING)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO THE
ECONOMIC DEVELOPMENT CORPORATION AND
BROWNFIELD REDEVELOPMENT AUTHORITY
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members of the Economic Development Corporation and Brownfield Redevelopment Authority expires on February 13, 2014.
2. It is the desire of Mayor Jack A. Poll that members be reappointed to serve on the Economic Development Corporation and Brownfield Redevelopment Authority for the City of Wyoming:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Economic Development Corporation and Brownfield Redevelopment Authority</u>	
Tom Brann	02/13/20
Jeff Koeze	02/13/20

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby confirm the reappointment of members to the Economic Development Corporation and Brownfield Redevelopment Authority for the City of Wyoming to the terms so stated.

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 February 3, 2014.

 Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT REPRESENTATIVES
TO THE BOARD OF THE EMS CONSORTIUM
PARTNERSHIP

WHEREAS:

1. The City Council adopted Resolution 24614 on October 21, 2013, approving the EMS Consortium Partnership Contract.
2. Section 6.A. of the Contract authorizes the City of Wyoming to appoint two members to the Consortium Board of Directors.
3. The initial term of appointment for each of the two members is staggered; subsequent appointments are for four-year terms.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming appoints Curtis Holt, City Manager, to an initial term on the Consortium Board of Directors ending June 30, 2017.
2. The City Council of the City of Wyoming appoints James Carmody, Director of Police and Fire Services, to an initial term on the Consortium Board of Directors ending June 30, 2015.

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 February 3, 2014.

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION OF
GORDON FOOD SERVICE, INC.
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING FOR A NEW FACILITY AND
AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS:

1. The City established Industrial Development District Number 295, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 24554 on August 5, 2013.
2. Gordon Food Service, Inc., has filed an application for an Industrial Facilities Exemption Certificate under PA 198 of 1974, with respect to a new facility to be acquired and installed within Industrial Development District 295, with an estimated cost of \$10,422,965.00 for real property and \$5,945,365.00 for personal property to be located at 584 and 651 50th Street SW.
3. Before acting on this application, the City Council held a public hearing on February 3, 2014, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:01 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on this application.
4. Construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before December 12, 2013, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.
6. The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting this certificate, will not exceed 5% of an amount equal to the sum of SEV of the unit, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificate previously granted and currently in force under PA 198 of 1974, as amended and PA 225 of 1978, as amended shall not have the effect of substantially impeding the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The application from Gordon Food Service, Inc., for an Industrial Facilities Exemption Certificate, with respect to a new facility on the following described parcel of real property situated within Industrial Development District 295, to wit:

Address: 584 50th Street SW, Wyoming, MI 49548

Parcel No.: 41-17-25-300-050

Legal Description:

PART OF S 1/2 SW 1/4 COM AT INT OF S 1/8 LINE & ELY LINE OF HWY US131 /200 FT WIDE/ TH 90D 00M E ALONG S 1/8 LINE 640.72 FT TO A PT 1089 FT W FROM W LINE OF PENN CEN RR R/W /100 FT WIDE/ TH S 1D 52M E PAR WITH SD RR R/W 344.98 FT TH 90D 00M W 581.09 FT TO E LINE OF HWY US 131 TH N ALONG SD E LINE 351.98 FT TO BEG * SEC 25 T6N R12W 4.84 A.
SPLIT/COMBINED ON 11/08/2013 FROM 41-17-25-300-026, 41-17-25-300-027

Address: 651 50th Street SW, Wyoming, MI 49548

Parcel No.: 41-17-25-300-052

Legal Description:

PART OF N 1/2 SW 1/4 COM AT N 1/4 COR TH S 87D 56M 00S W 885.20 FT ALONG N SEC LINE TH S 4D 35M 30S E 3970.0 FT TO S LINE OF N 1/2 OF SW 1/4 TH S 88D 12M 30S W ALONG SD S LINE 489.66 FT TO BEG OF THIS DESC - TH N 1D 47M 30S W TO N LINE OF S 433 FT OF N 1/2 SW 1/4 TH S 88D 12M 30S W ALONG SD N LINE TO E LINE OF HWY US131 TH S ALONG SD E LINE TO S LINE OF N 1/2 OF SW 1/4 TH N 88D 12M 30S E ALONG SD S LINE TO BEG EX COM AT N 1/4 COR TH S 87D 56M 00S W ALONG N SEC LINE 885.20 FT TH S 4D 35M 30S E 3970.0 FT TO S LINE OF N 1/2 SW 1/4 TH S 88D 12M 30S W ALONG SD S LINE 825.10 FT TH N 1D 47M 30S W 33.0 FT TO N LINE OF 50TH ST /66 FT WIDE/ & TO BEG OF THIS EX TH WLY 97.68 FT ALONG A 45.0 FT RAD CURVE TO LT /LONG CHORD BEARS S 88D 12M 30S W 79.60 FT TH N 88D 12M 30S E 79.60 FT TO BEG * SEC 25 T6N R12W 4.74 A. SPLIT/COMBINED ON 11/12/2013 FROM 41-17-25-300-043, 41-17-25-300-044

be the same as hereby approved.

3. The Industrial Facilities Exemption Certificate, when issued, shall remain in force for a period of twelve (12) years.
4. The Mayor and City Clerk are authorized to sign the IFT agreement with Gordon Food Service, Inc.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

02/03/2014
Manager/KV

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 February 3, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Memo

IFT Agreement

Resolution No. _____

Staff Report

Date: 01/15/2014
Subject: Gordon Food Service, Inc.
From: Kelli VandenBerg, Assistant to the City Manager
Meeting Date: February 3, 2014 City Council Meeting

Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to Gordon Food Service Inc., (GFS) based on the City of Wyoming’s Economic Development Policy.

Sustainability Criteria:

Environmental Quality – GFS has proven to be responsible and cooperative in its efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City’s Land Use Plan.

Social Equity – Approval of this application does not significantly impact social equity.

Economic Strength – Approval of this application will help retain and expand a local manufacturer, encourage continued investment by GFS and provide additional employment opportunities to the area.

Discussion:

GFS has been operating and growing in the City of Wyoming for 51 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below:

Address of project:	584 and 651 50th Street SW Wyoming, MI 49548
Personal Property:	\$ 5,945,365.00
Real Property:	\$10,422,965.00
Estimated Jobs:	11 new jobs 93 retained jobs
Starting date of project:	July 2013

GFS is the largest family-owned and operated food service distributor in North America. Through this project, GFS plans to continue its growth in the City of Wyoming with the addition

of a 100,000 square foot freezer building. This building will include dry, freezer and cooler warehouse storage, refrigerated and dry receiving docks, office space, a maintenance support area and an electrical room. In the first two years of operation, this facility will add 11 new jobs, and within the first 6 years, a total of 24 new jobs will be created. GFS feels that through locating this freezer building in Wyoming, it will meet its long-term goal of efficiently supporting its Midwest operations and solidify its identity as a homegrown Michigan business and strengthen its commitment to the State.

Budget Impact:

The estimated first year tax savings for GFS, which is located in the Kelloggsville Public School District, is \$271,698.73.

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of February 3, 2014, pursuant to 1974 PA 198, as amended, MCL 207.552 *et seq.* (“Act 198”) between the City of Wyoming, a local governmental unit as defined in Act 198, the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and Gordon Food Service, Inc., a corporation, the address of which is PO Box 2992, Grand Rapids, MI 49501 (the “Company”).

RECITALS

- A. The Company applied for an Industrial Facilities Tax Abatement pursuant to Act 198 on the application, a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- B. Following a public hearing on February 3, 2014, the City Council of the City adopted a resolution to approve the tax abatement for a period of 12 (twelve) years conditional upon the parties entering into this Agreement (the “Abatement”) for the property located at 584 and 651 50th Street SW, in the City (the “site of the Abatement”).
- C. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the tax abatement.

TERMS AND CONDITIONS

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

1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$16,368,330.00 in improvements to its property in the City and that at least 11 new job(s) will be created and at least 93 jobs will be retained as a result of that investment. The Company further pledges that those improvements will remain in place or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Abatement and the jobs created and maintained will remain in existence within the City for at least 2 years after the expiration of the term of the Abatement.
2. The City is relying upon and the Company agrees the City may rely upon the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
3. Beginning on December 31 of the year which is 2 years after the Abatement is granted (*i.e.*, 2016) and each December 31 thereafter the Company shall submit a letter to the City, stating:
 - (a) The number of new jobs projected in the Application to be created and retained upon the project’s completion and the actual number of new jobs created.
 - (b) The number of employees at the time of the Application and the current number of employees.
 - (c) The estimated project cost stated in the Application and the actual project cost.
4. Upon receipt of the letter provided for in the preceding paragraph:
 - (a) The City may either:
 - (1) Apply the criteria in the City Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels and project costs as stated in the letter, or

- (2) If the number of new jobs or the cost of the project is substantially below that stated in the application for reasons within the control of the Company, the City Council may recommend revocation of the Abatement.
 - (b) The City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Abatement if:
 - (1) The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or
 - (2) Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made Application.
 - (c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.
5. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Abatement as granted.
 - (a) If, at any time during the term of the Abatement or two years following the expiration or early termination of the Abatement, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations on the site of the Abatement, or the City determines that the company has discontinued or substantially curtailed its operations on the site of the Abatement, or the no longer employs on the Site of the Abatement the number of employees represented in the Application and in this Agreement:
 - (1) The City Council may, in its sole discretion, request revocation of the Abatement; and
 - (2) The City Council, in its sole discretion, may require the Company to pay the City an amount equal to the total taxes abated by the City under the Abatement.
 - (b) In making any decision under the preceding subparagraph (a) the City Council shall consider whether:
 - (1) Due to events or conditions which were unforeseeable by either party on the date of this Agreement, and absent the fault of either party, it has become impossible or commercially impractical for the Company to continue its operation on the site of the Abatement; or
 - (2) The Company has substantially complied with all requirements of this Agreement, such that the Company's failure to comply fully with all requirements was neither willful nor intentional, and the City has reasonably received the benefits anticipated from granting the Abatement.
 - (c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.
6. This Agreement is entered into according to Section 22 of Act 198, as amended, MCL 207.572, is in addition to the other requirements of Public Act 198, and does not modify or waive any requirements of Act 198.
7. This is the entire agreement between the parties as to its subject matter. No unwritten agreements shall have any effect. This Agreement may be modified only with a written agreement signed by both parties following approval of the City Council.

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

CITY OF WYOMING

GORDON FOOD SERVICE, INC.

By: _____
Jack A. Poll, Mayor

By: _____
Jeff Maddox, Chief Financial Officer

By: _____
Heidi A. Isakson, City Clerk

Date signed: _____, 2014

Date signed: _____, 2014

RESOLUTION NO. _____

TO AUTHORIZE THE WRITE-OFF OF
DELINQUENT 2007 CITY PROPERTY TAXES

WHEREAS:

1. Delinquent personal property taxes remain outstanding for the 2007 tax year.
2. Per Public Act 206 (Property Tax Act) of the State of Michigan, delinquent personal property taxes that have been outstanding five years or more may be written off.
3. The City Treasurer's Office has made a diligent attempt to collect the outstanding balances and believes that the delinquent amounts will not be recovered.
4. The City Treasurer's Office is requesting City Council to approve the write-off of \$3,008.98 in delinquent 2007 personal property taxes.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council hereby authorizes the write-off of \$3,008.98 in delinquent 2007 personal property taxes.

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 February 3, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Detail Report

Staff Report

From: Andrea Boot, Treasurer's Office
Date: January 27, 2014
Subject: Write-off of 2007 Delinquent Personal Property Taxes
Meeting Date: February 3, 2014 Council Meeting

Recommendation:

Staff recommends that the City Council approves the write-off of 2007 delinquent personal property taxes in the amount of \$3,008.98 pursuant to Public Act 206 (Property Tax Act)

Sustainability Criteria:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – Does not significantly impact this criterion.

Discussion:

According to PA 206 (Property Tax Act) 211.56a, delinquent personal property taxes may be written off after being delinquent for five years. The write-off procedure requires a resolution from each taxing jurisdiction granting its permission. I am seeking permission to write off the delinquent 2007 city taxes in the amount of \$3,008.98. An itemized listing is attached for your reference. Once City Council has passed a resolution, the documentation must be approved by the District Court. Rather than burden the Court with petitions from each jurisdiction, the Kent County Treasurers Association compiles the resolutions from each unit and presents it as one approval by the Judge.

Budget Impact:

This write-off will reduce the overall City tax revenue by \$3,008.98.

Tax Year: 2007 Calculated As of: 12/31/2013
 POPULATION: All Records

Owner Parcel #	Tax Year	Tax Due	Intrst Due	Admin Due	Penalty	Other Fees	Total Due
C & S TOOL REPAIR 1704 PORTER ST SW WYOMING MI 49519 41-50-93-214-490	2007	730.35	61.41	7.30	0.82	0.00	799.88
IND'L PRODUCTS & SUPPLIES 7500 CEILCREST LN NE ROCKFORD MI 49341-8819 41-50-93-663-985	2007	206.28	44.61	2.05	1.51	0.00	254.45
INDUSTRIAL VACUUM SYS INC P.O. BOX 141640 GRAND RAPIDS MI 49514-1640 41-50-93-664-150	2007	3.41	0.74	0.04	0.03	0.00	4.22
JAYS SNACK FOOD 825 EAST 99 ST ILLINOIS IL 60628 41-50-93-688-100	2007	40.28	28.20	0.40	1.21	0.00	70.09
MAMMARIA'S PIZZA & GRINDERS 1851 44TH ST SW WYOMING MI 49509 41-50-93-857-000	2007	1,129.56	99.54	11.31	1.49	0.00	1,241.90
MICH TRAILER PARTS INC 7660 S DIVISION AVE STE B WYOMING MI 49548 41-50-93-918-000	2007	606.13	135.06	6.05	4.63	0.00	751.87
MOCTEZUMA INC 3744 LINDEN AVE SE WYOMING MI 49548 41-50-93-944-500	2007	3,625.86	784.15	36.25	26.56	0.00	4,472.82
FIRST BASE MARKETING 6194 SUMMERHILL CT HUDSONVILLE MI 49425 41-50-93-985-058	2007	12.31	0.74	0.11	0.00	0.00	13.16
DOLLAR BUYS 1548 28TH ST SW WYOMING MI 49509 41-50-93-985-655	2007	683.35	57.46	6.82	0.77	0.00	748.40
QUALITY ROOFING & SIDING 831 CHICAGO DR SW WYOMING MI 49509 41-50-93-985-684	2007	191.37	15.55	1.91	0.19	0.00	209.02
BIG BOY RESTAURANT 4950 WILSON AVE SW WYOMING MI 49418 41-50-93-985-871	2007	2,499.48	251.27	25.01	4.75	0.00	2,780.51
GREAT LAKES AWNING 2873 SANFORD AVE SW GRANDVILLE MI 49418 41-50-93-985-935	2007	1,026.33	221.96	10.25	7.52	0.00	1,266.06
WOLVERINE FINISHING 7805 CHILDSDALE AVE NE STE ROCKFORD MI 49341-7006 41-50-93-985-961	2007	2,431.63	204.45	24.31	2.74	0.00	2,663.13
CREATIVE SALON 1540 28TH ST SW WYOMING MI 49509 41-50-93-986-037	2007	6.57	4.60	0.06	0.20	0.00	11.43
ALL PERFORMANCE RECRUITING 1505 44TH ST SW WYOMING MI 49509 41-50-93-986-068	2007	1,117.76	93.98	11.17	1.26	0.00	1,224.17
WYOMING CHART HITS INC 36400 5 MILE RD LIVONIA MI 48154 41-50-93-986-220	2007	429.05	36.07	4.28	0.48	0.00	469.88
ALLEGIANCE INSURANCE AGENCY CX 821 28TH ST SW WYOMING MI 49509 41-50-93-986-621	2007	683.35	57.46	6.82	0.77	0.00	748.40
LDL SERVICE CENTER INC 1811 28TH ST SW WYOMING MI 49509 41-50-93-996-570	2007	746.90	62.79	7.46	0.84	0.00	817.99
WEST MICH INDUSTRIAL SALES 3415 ROGER B CHAFFEE SE 2 WYOMING MI 49548 41-50-93-997-180	2007	486.10	340.27	4.86	14.58	0.00	845.81
2007	19	16,656.07	2,500.31	166.46	70.35	0.00	19,393.19
DLQ PARCEL COUNT	19	16,656.07	2,500.31	166.46	70.35	0.00	19,393.19

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE
AN EMPLOYMENT AGREEMENT WITH THE
DEPUTY DIRECTOR OF FIRE SERVICES

WHEREAS:

1. The City Manager desires to enter into employment agreements with officers and employees in administrative service for the City.
2. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
3. The City Manager has negotiated an employment agreement with the Deputy Director of Fire Services.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute an employment agreement with the Deputy Director of Fire Services.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

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 February 3, 2014.

ATTACHMENTS:
Employment Agreement

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING
EMPLOYMENT AGREEMENT
DEPUTY DIRECTOR OF FIRE SERVICES

THIS AGREEMENT between Frank Gerard Verburg, ("Employee"), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street SW, Wyoming, Michigan 49509 ("City"), is made on the following terms:

1. **TERM.** The City hereby employs the Employee as Deputy Director of Fire Services of the City. This appointment shall be effective February 24, 2014. The Employee understands that as Deputy Director of Fire Services he serves at the pleasure of the City Manager, who may terminate the Employee for any reason at any time as provided by the City Charter and City Code and subject only to the provisions of Section 6 of this Agreement.

2. **PERFORMANCE.** The Employee agrees to perform the duties of Deputy Director of Fire Services in a competent and professional manner. A job description has been provided to the Employee that the City may periodically revise with notice to the Employee. The Employee shall report to and be supervised by the Director of Police and Fire Services.

3. **SERVICE DATE.** The Employee's date of service with the City shall be February 24, 2014. The Employee shall be credited with all earned benefits from his service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

4. COMPENSATION. The Employee's salary shall be established by the City Manager in accordance with the annual budget authorization, the City Charter, and the City Code. The salary shall be paid in accordance with City payroll procedures.

5. BENEFITS. The Employee shall be provided the same health insurance, health insurance opt-out, retirement, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to department head employees in the Administrative and Supervisory Association unless otherwise stated herein. Benefits (including retirement) shall be based on a hire date of February 24, 2014. The Employee shall contribute 20% of the premium cost for health insurance. The health insurance premium shall be based on the premium recommended by the City's insurer or, if applicable, third-party administrator. In addition to the above-stated benefits, the Employee shall be credited with eighty (80) hours of vacation and twenty (20) hours of sick leave benefits upon starting employment. On January 1, 2015, the Employee shall be credited with 120 hours of vacation.

6. TERMINATION. This Agreement and the Employee's employment pursuant to it may be terminated as follows:

- a. By the Employee's resignation. The Employee shall give written notice of the Employee's resignation at least thirty (30) days prior to its effective date. If the Employee fails to do so, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount

of which the City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

b. By the City Manager for the reason that the Employee 1) failed to substantially perform the Employee's job duties; 2) committed misfeasance, malfeasance or nonfeasance in the Employee's position; 3) engaged in criminal misconduct; 4) is convicted of any felony; 5) is convicted of a misdemeanor involving bodily harm or dishonesty; or 6) performed a deliberate and wrongful act. In such circumstances, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits.

c. By the City Manager, other than as provided in subsection (b) of this Section. If such action is taken, the City shall pay the Employee, in addition to any other amounts to which the Employee is entitled under this Agreement, an amount equal to six months of the Employee's base salary. Such severance pay will be paid to the Employee over a six-month period by checks issued on regular City paydays and will have appropriate amounts withheld. The Employee's insurance (health, dental, vision and life) shall continue to be paid by the City for the same period. However, if the Employee secures another position of equal or greater pay during the six-month period, the City's obligation to make severance payments and continue insurance will cease. If the Employee takes another position at less pay during the six-month period, the City's obligation will be limited to the difference in pay for the balance of said six-month period. For purposes of this section, "another position" shall include employment, self-employment, independent contracting, or

compensation from any source. The aforesaid severance pay and benefits shall be paid to the Employee contingent upon the Employee executing a waiver and release of all claims satisfactory to the City.

d. Upon termination of the Employee's employment, the Employee shall arrange for the immediate and orderly transfer of the Employee's office and the City-owned personal property, records, documents and other items in the Employee's possession.

e. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time and for any reason, subject only to the provisions set forth in this Section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the Employee's position with the City, subject only to the provisions set forth in this Section.

7. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Employee or to the employment relationship between the Employee and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

8. SEVERABILITY. The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or

over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

9. APPLICABLE LAW. The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

10. ASSIGNMENT. Neither party may assign its rights, duties or interests in this Agreement without the prior written consent of the other party.

11. JURISDICTION AND VENUE. To the extent permitted by law, the parties agree that the jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in state court in Kent County, Michigan.

12. BINDING. This Agreement shall be binding upon the parties and their heirs, subrogates, successors and assigns.

13. RETURN OF CITY PROPERTY. The Employee agrees that when the Employee's employment ends, the Employee is responsible for returning any City-owned property in the Employee's possession and for paying any expenses or other amounts that the Employee may owe to the City at that time. The Employee authorizes the City to deduct any amount owed from any wage or benefit payments that may be due to the Employee.

14. SHORTENED LIMITATIONS PERIOD. The Employee agrees that any lawsuit or claim against the City arising out of the Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that Notice;

or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limits specified by statute, whichever is shorter. The Employee waives any statute of limitations that exceeds this time limit.

CITY OF WYOMING

Dated: _____

Curtis Holt
City Manager

Dated: _____

Frank Gerard Verburg
Deputy Director of Fire Services

RESOLUTION NO. _____

RESOLUTION TO ACCEPT
THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS:

1. The City of Wyoming Department of Public Safety applied for the Edward Byrne Memorial Justice Assistance Grant in the amount of \$20,806 to be used toward the procurement of equipment, technology, and other items directly related to basic law enforcement functions.
2. The City of Wyoming would accept \$20,806 in grant funds for the procurement of equipment, technology, and other items directly related to basic law enforcement functions.
3. The City Council for the City of Wyoming did hold a public hearing on Monday, July 1, 2013, at 7:03 p.m., for the purpose of receiving public comment on the use of the 2013 Edward Byrne Memorial Justice Grant Funds for program activities.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the Edward Byrne Memorial Justice Assistance Grant in the amount of \$20,806.
2. That Chief James E. Carmody serve as the Program Director responsible for the Wyoming Department of Public Safety equipment procurement and yearly status reports to be submitted to the Bureau of Justice Assistance.
3. That Timothy Smith serves as the Finance Director responsible for the Wyoming Department of Public Safety quarterly financial reports to be submitted to the Bureau of Justice Assistance.
4. That the attached Budget Amendment is approved.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 3, 2014.

Heidi A. Isakson, Wyoming City Clerk

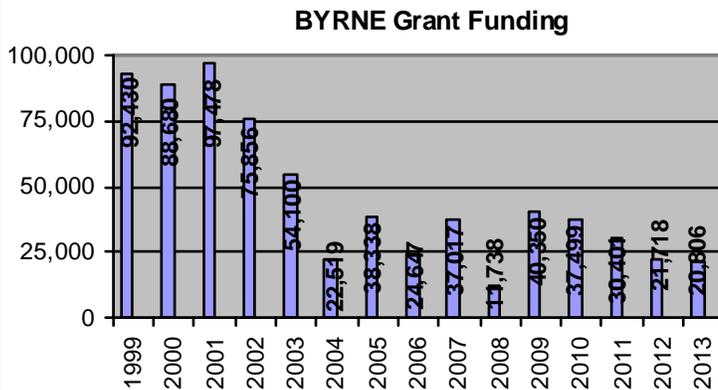
Resolution No. _____

Interdepartmental Correspondence

TO: City Manager Curtis Holt
FROM: Chief James Carmody
DATE: January 28, 2014
SUBJECT: Edward Byrne Memorial Justice Assistance Grant 2013



Administrative Services



Edward Byrne Memorial Justice Assistance Grant 2013

Each year, the Edward Byrne Memorial Justice Assistance Grant provides funds to units of local government for the purposes of reducing crime and improving public safety. Over the past thirteen years, the Wyoming Police Department has applied for and received almost **\$600,000** in BYRNE funding that was dedicated to the acquisition of police programs, technology and equipment.

For 2013, we will receive \$912 dollars less funding than our 2012 award. This continues a downward trend in BYRNE

Grant funding for all of law enforcement. However, we are pleased to report that our Edward Byrne Memorial Justice Assistance Grant application will be submitted and we anticipate that we will be awarded **\$20,806**.

This year BYRNE funding has identified the following purpose areas for the grant:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)

Patrol Services:

- Recon Scout Thrombotic XT Robot \$18,000
- LED Flashlights, 28 \$ 2,806

Total **\$ 20,806**

RESOLUTION NO. _____

RESOLUTION TO PARTICIPATE IN THE OPERATION AND MAINTENANCE
OF THE REGIONAL GEOGRAPHICAL INFORMATION SYSTEM (REGIS)

WHEREAS:

1. The City of Wyoming is a member of the area's Regional Geographic Information System.
2. The ongoing operation and maintenance is determined by an oversight committee of member communities (REGIS), a committee of the Grand Valley Metro Council.
3. The continued operation and maintenance of the system requires members to pay predetermined fees to REGIS.
4. The City of Wyoming's fees for the REGIS fiscal year 2013-2014 are estimated to be \$131,904.
5. Funds have been appropriated in the following budgets: 101-305-32500-807.000 (Police), 202-441-46300-807.000 (Major Streets), 203-441-46300-807.000 (Local Streets), 208-752-75200-807.000 (Parks), 249-372-37200-807.000 and 249-722-72200-807.000 (Building Inspections), 590-441-54200-807.000 (Sewer) and 591-441-56200-807.000 (Water).

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment of fees for REGIS fiscal year 2013-2014.

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 February 3, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Invoice

Grand Valley Metro Council

678 Front Avenue NW
Grand Rapids, MI 49504

Phone # 616-776-3876

Invoice

Date	Invoice #
12/2/2013	990

Bill To
City of Wyoming ATTN: Curtis Holt 1155 28th Street SW PO Box 905 Wyoming, MI 49509

RECEIVED

DEC 03 REC'D

CITY MANAGER

Description	Amount
10/01/2013 - 03/31/2014 1st and 2nd quarter Regis dues for Fiscal year 2014 (10/01/2013 - 09/30/2014)	65,952.00
	<i>OK CD 12-4-13</i>
	Total \$65,952.00

RESOLUTION NO. _____

RESOLUTION TO APPROVE CHANGE ORDER NUMBER ONE
FOR THE GEZON 5 MILLION GALLON TANK REPAIR AND PAINTING
AND AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE THE CHANGE ORDER

WHEREAS:

1. On August 5, 2013, the City Council awarded a contract to Seven Brothers Painting for the repair and painting of the Gezon Station 5 million gallon steel tank in the amount of \$519,600.00.
2. As detailed in the attached Staff Report, changes to the scope of the project were identified as the project progressed.
3. Change Order Number One results in an additional cost of \$1,810.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve Change Order Number One for the repair of the transmission pipeline in the amount of \$1,810.00.
2. The Wyoming City Council does hereby authorize the Mayor and City Clerk to execute the Change Order.

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 February 3, 2014.

ATTACHMENTS:

Staff Report
Change Order Number One
Invoice

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: January 20, 2014
Subject: Change Order #1 for the Gezon 5 Million Gallon Tank Repair and Painting
From: Gerald Caron, Superintendent
Meeting Date: February 3, 2014

Recommendation:

It is recommended that the City Council approve Change Order #1 to Seven Brothers Painting, for the project to repair and paint the 5 million gallon steel ground storage tank located at the Gezon Station. Change Order #1 results in an increase to the contract in the amount of \$1,810.00. The revised final contract amount is \$521,410.00.

Sustainability Criteria:

Environmental Quality – The proper maintenance of the water storage tanks maintains the tank integrity to avoid potential failure, maintain reliability, and retain the highest drinking water quality for our customers.

Social Equity – The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or social economic status. All residents enjoy access to services provided by our water and wastewater utilities.

Economic Strength – By managing the project and performing the necessary changes to complete the project in a cost effective manner the Utilities Department is insuring that we get the best value for this necessary service. This results in the lowest rate possible for our residents and customers.

Discussion:

On August 5, 2013, the Wyoming City Council awarded a contract to Seven Brothers Painting for the repair and painting of the Gezon Station 5 million gallon steel tank. The original contract amount for this project was \$519,600.00. Work was performed on the tank from September through November 2013.

The repair and painting of the 5 million gallon steel tank is now complete and the tank has been placed back in service. During the project, the contractor encountered a couple of unexpected issues which required additional welding on the tank roof and roof beams. In addition, the contractor was required to install new gaskets on the two man-way hatches prior to closing the tank openings. The total cost for the changes to the contract are \$1,810.00.

Budget Impact:

Change Order #1 in the amount of \$1,810.00 is requested to close out the contract and make final payment at a cost of \$521,410.00. Adequate funds are available in account 591-591-56100-930.000.

Attachment

cc: B. Dooley

Change Order

No. 1

Date of Issuance: December 20, 2013 Effective Date: December 20, 2013

Project: 5,000,000 Gallon Reservoir (Gezon)	Owner: City of Wyoming, Michigan	Owner's Contract No.:
Contract: Exterior Overcoat, Wet Interior Roof Repair, and Miscellaneous Repairs		Date of Contract:
Contractor: Seven Brothers Painting		Engineer's Project No.: 22-41-19-04-13

The Contract Documents are modified as follows upon execution of this Change Order:

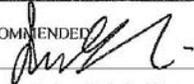
Description: 1. Weld roof patch plates (&760).

2. Install roof beam braces (\$580).

3. Provide new manway gaskets (\$470).

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$519,600	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders: \$N/A	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$519,600	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Increase of this Change Order: \$1,810	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$521,410	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

<p>RECOMMENDED: By:  Engineer (Authorized Signature) Date: <u>12/20/13</u> Approved by Funding Agency (if applicable): _____</p>	<p>ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____</p>	<p>ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------	--------------------------------------------------------------------------------------

Seven Brothers Painting

50805 Rizzo Drive
Shelby Township, MI 48315
Tel: 586.323.7054 Fax: 586.323-2431
Email: SevenBrothers@SevenBrothersPainting.com

Invoice

Date	Invoice #
12/12/2013	400969

Bill To

City of Wyoming
Donald K Shine Water Treatment Plant
16700 New Holland St
Holland MI 49424

Ship To

Wyoming Michigan
5,000,000 Gallon Reservoir (Gezon)
Exterior Overcoat
Wet Interior Roof Repaint & Misc Repairs

Customer Fax:

Customer Phone: 616 669-5780

Description	Amount
original quote = \$519,600	519,600.00
Prep and weld plates on the roof - \$760	760.00
Replace manway gaskets - \$470	470.00
Straighten / weld roof beams - \$580	580.00
<i>We appreciate your business. Please call if you have any questions or require additional information. Thank You</i>	Total \$521,410.00

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR
GASOLINE & DIESEL FUEL

WHEREAS:

1. As detailed in the attached Staff Report from the Motor Pool Supervisor, J&H Oil Company has offered to extend their current bid pricing for gasoline & diesel fuel through February 21, 2015.
2. Gasoline & Diesel Fuel is purchased on an as-needed basis throughout the year and is charged to various departmental accounts with the appropriate account being charged at the time of purchase.
3. It is estimated the City will spend approximately \$500,000.00 for gasoline & diesel fuel for the upcoming year.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Wyoming City Council does hereby authorize acceptance of the proposal from J&H Oil Company extending the bid for gasoline & diesel fuel through February 21, 2015.

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 February 3, 2014.

ATTACHMENTS:

Staff Report
Tab Sheet
Letter

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: January 15, 2014
SUBJECT: Bid Extension - Gasoline and Diesel Fuel
FROM: Ted Seil, Motor Pool Supervisor
Date of Meeting: February 3, 2014

RECOMMENDATION

It is recommended that the City Council extend the bid for Gasoline and Diesel Fuel through February 21, 2015, to J&H Oil Company.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public health and welfare. In order to protect the environment and the public, the motor pool fleet and standby generators need fuel to operate.

Social Equity

The motor pool fleet within the City provides the same high quality service to all residents without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the motor pool fleet.

Economic Strength

The motor pool fleet provides the City with the opportunity to deliver safe and reliable services to the businesses and residents of the City.

DISCUSSION

The City of Wyoming operates a fleet of 290 vehicles and 7 standby generators. The vehicles range from mowers to fire trucks. Standby generators supply power for City Hall, Public Safety Department, Clean Water Plant, Drinking Water Plant, Gezon Pump Station and Public Works Building in the event of the loss of electrical power.

In 2012 the City requested bids for gasoline and diesel fuel for a one year contract. The bid was awarded to the lowest bidder in all categories of fuel used, J&H Oil Company. J&H Oil Company agreed to extend their bid last year through February 21, 2014 and again has agreed to extend its bid through February 21, 2015.

BUDGET IMPACT

Sufficient funds have been budgeted in accounts 661-441-58200-74100, 590-590-54300-740000, 591-591-55300-740000 and 591-591-55900-740000. The fuel cost is estimated to be \$500,000.

Attachments: Tabulation Sheet
Letter from J&H Oil Company

CITY OF WYOMING, MICHIGAN

TABULATION OF BIDS

On Gasoline & Diesel Fuel

Opened By City Clerk On February 21, 2012 At 11:00 a.m.

	Delivery Site: Public Works Building			
	Brenner Oil Company	RKA Petroleum Companies, Inc.	J&H Oil Company	Petroleum Traders Corporation
REGULAR UNLEADED GASOLINE	2.78400	2.71950	2.48700	2.70350
Environmental Fee/Per Gallon	0.00875	0.00875	0.00875	0.00875
Delivery Cost Price/Per Gallon	0.01950	0.04300	0.02250	0.04900
Minimum Delivery Required in Gallons	7,000	8,500	No Minimum	8,000
Total	2.81225	2.77125	2.51825	2.76125
#2 DIESEL FUEL (Winter Additive)	2.97150	2.96680	2.74600	2.96650
Winter Diesel Fuel Additive	0.01500	0.01500	0.01500	0.02500
Environmental Fee/Per Gallon	0.00875	0.00875	0.00875	0.00875
Delivery Cost Price/Per Gallon	0.01950	0.04300	0.02250	0.05140
Minimum Delivery Required in Gallons	7,000	7,500	No Minimum	8,000
Total	3.01475	3.03355	2.79225	3.05165
	Delivery Site: Water Treatment Plant			
REGULAR UNLEADED GASOLINE	2.78400	2.71950	2.48700	
Environmental Fee/Per Gallon	0.00875	0.00875	0.00875	
Delivery Cost Price/Per Gallon	0.10000	0.23000	0.08500	
Minimum Delivery Required in Gallons	500	600	No Minimum	
Total	2.89275	2.95825	2.58075	
PREMIUM DIESEL FUEL	2.99150	3.05000	2.76100	2.98150
Winter Diesel Fuel Additive	0.01500	0.01500	0.01500	0.02500
Environmental Fee/Per Gallon	0.00875	0.00875	0.00875	0.00875
Delivery Cost Price/Per Gallon	0.06500	0.05100	0.02250	0.05140
Minimum Delivery Required in Gallons	2,500	2,500	No Minimum	2,500
Total	3.08025	3.12475	2.80725	3.06665
#2 DIESEL FUEL	2.97150	2.96680	2.74600	
Winter Diesel Fuel Additive	0.01500	0.01500	0.01500	
Environmental Fee/Per Gallon	0.00875	0.00875	0.00875	
Delivery Cost Price/Per Gallon	0.10000	0.23000	0.08500	
Minimum Delivery Required in Gallons	100	100	No Minimum	
Total	3.09525	3.22055	2.85475	
	Delivery Site: Clean Water Plant			
PREMIUM DIESEL FUEL	2.99150	3.05000	2.76100	2.98150
Winter Diesel Fuel Additive	0.01500	0.01500	0.01500	0.02500
Environmental Fee/Per Gallon	0.00875	0.00875	0.00875	0.00875
Delivery Cost Price/Per Gallon	0.01950	0.04300	0.02250	0.05140
Minimum Delivery Required in Gallons	7,000	7,500	No Minimum	8,000
Total	3.03475	3.11675	2.80725	3.06665
	Delivery Site: Gezon Pumping Station			
PREMIUM DIESEL FUEL	2.99150	3.05000	2.76100	
Winter Diesel Fuel Additive	0.01500	0.01500	0.01500	
Environmental Fee/Per Gallon	0.00875	0.00875	0.00875	
Delivery Cost Price/Per Gallon	0.10000	0.18350	0.08500	
Minimum Delivery Required in Gallons	500	1,000	No Minimum	
Total	3.11525	3.25725	2.86975	



1619 CHICAGO DRIVE SW
WYOMING, MI 49519
(616) 245-1114
FAX: (616) 245-0618

CITY OF WYOMING

Jan. 07, 2014

**To Whom It May Concern, J & H Oil will hold the cost + margin
the same for the next year on the peddle and Transport fuel.
Starting Feb. 21, 2014 through Feb 21, 2015
Thank you for this opportunity.**

Judy Jordan

A handwritten signature in blue ink, appearing to read "Judy Jordan", is written over the printed name.

**J & H Oil Company
1-616-291-8961
judy@jhoil.com**

ORDINANCE NO. 3-14

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE
OF THE CITY OF WYOMING BY ADDING
SUBSECTION (95) 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 (95) thereto, to read as follows:

- (95) To rezone the 28th Street corridor from Clyde Park Avenue to Burlingame Avenue from DC Downtown Center, B-3 Planned Business, B-2 General Business and R-2 Single Family Residential to Form Based Code

LEGAL DESCRIPTION:

That part of Section 11 and Section 14, all of Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Beginning at the SW corner of Section 11 and the NW corner of Section 14 (28th Street); thence North along said West line of Section 11 (Burlingame Avenue) to a point 716.13 feet North of the SW corner of Section 11; thence East parallel with the S 1/8 line of Section 11, 506.56 feet; thence Southeasterly 70.71 feet to a point on the East line of the West 557.0 feet of the W 1/2 of the SW 1/4 of Section 11; thence South along said East line to a point on the North line of the South 475.0 feet of the W 1/2 of the SW 1/4 of Section 11; thence East along said North line, 212.0 feet to a point on the West line of the East 220.0 feet of the W 3/4 of the S 1/2 of the SW 1/4 of the SW 1/4 of Section 11; thence North along the said West line to a point on the North line of the SE 1/4 of the SW 1/4 of the SW 1/4 of Section 11; thence East along said North line to a point on the East line of the SW 1/4 of the SW 1/4 of Section 11; thence North along said East line to a point on the North line of the South 754.3 feet of the SE 1/4 of the SW 1/4 of Section 11; thence East along said North line to a point on the East line of the West 231.0 feet of the SE 1/4 of the SW 1/4 of Section 11; thence South along said East line to a point on the North line of South 708.0 feet of the SE 1/4 of the SW 1/4 of Section 11; thence East along said North line to a point on the West line of the East 202.0 feet of the W 1/2 of the SE 1/4 of the SW 1/4 of Section 11; thence South along said West line to the point of intersection with the South line of Lot 19 of Madelyn Plat No. 1 extended West; thence East to the SW corner of said Lot 19; thence East along the South line of said Lot 19 to a point on the West line of Lot 18 of Madelyn Plat No. 1; thence South to the SW corner of Lot 16 of Madelyn Plat No. 1; thence Northeasterly to the SE corner of said Lot 16; thence Southerly and Easterly along the Westerly and Southerly right-of-way line of Madelyn Drive to the West right-of-way line of DeHoop Avenue; thence East on said Southerly right-of-way line extended to a point on the North-South 1/4 line of Section 11 (DeHoop Avenue); thence North along said North-South 1/4 line of Section 11 to the point of intersection with the South line of Lot 1 of Sherwood Forest extended West; thence East along the South line of Sherwood Forest to a point on the East line of West 250.0 feet of the SW 1/4 of the SE 1/4 of Section 11; thence South along said East line to a point on the North line of the South 891.0 feet of the SW 1/4 of the SE 1/4 of Section 11; thence East 60.0 feet along said North line to a point on the East line of the West 310.0 feet of the SW 1/4 of the SE 1/4 of Section 11; thence South along the said East line to the point of intersection with the North line of Lot 8 of

Lenger Plat extended West; thence East to the NW corner of said Lot 8; thence South to the SW corner of Lot 10 of Lenger Plat; thence East to the SE corner of Lot 10 of Lenger Plat and the West right-of-way line of Doncaster Avenue; thence South along said West right-of-way line 15.0 feet; thence East to a point on the East right-of-way line of Doncaster Avenue, said point lying 15.0 feet South of the SW corner of Lot 2 of the Lenger Plat; thence North along said East right-of-way line 15.0 feet to the SW corner of said Lot 2; thence East to the SE corner of said Lot 2 and West line of Sherwood Forest No. 1; thence South to the SW corner of said Sherwood Forest No. 1; thence East to the SE corner of Sherwood Forest No. 1; thence North along the East line of Sherwood Forest No. 1 to a point on the North line of the South 75.0 feet of the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11; thence East along said North line to a point on the East line of the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11; thence North along said East line to a point on the North line of the South 85.0 feet of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11; thence East along said North line to a point on the West line of Clyde Park Hills; thence North to the NW corner of Lot 113 of Clyde Park Hills; thence East to NE corner of said Lot 113; thence East on North line of said Lot 113 extended to a point on the West line of Lot 142 of Clyde Park Hills; thence South to the NW corner of said Lot 143; thence East to NE corner of said Lot 143; thence Northeasterly to the most Northerly corner of Lot 148 of Clyde Park Hills; thence Southeasterly to the Northeasterly corner of said Lot 148; thence Southeasterly to the NW corner of Lot 87 of Clyde Park Hills; thence Southerly along the Easterly right-of-way line of Longfellow Avenue to a point 35.0 feet Northerly of the SW corner of Lot 88 of Clyde Park Hills; thence Southeasterly to a point on the East line of said Lot 88, halfway between the NE corner and the SE corner of said Lot 88; thence South to the NW corner of Lot 73 of Clyde Park Hills; thence East to the NE corner of said Lot 73; thence Easterly to the NW corner of Lot 62 of Clyde Park Hills; thence East to the NE corner of Lot 41 of Clyde Park Hills; thence South to the NE corner of said Lot 40; thence Easterly to the NW corner of Lot 31 of Clyde Park Hills; thence East to the NE corner of said Lot 31; thence North to the NW corner of Lot 9 of Clyde Park Hills; thence East to the NE corner of said Lot 9; thence East on the North line of said Lot 9 extended to the point of intersection with the East line of Section 11 (Clyde Park Avenue) and the West line of Section 12; thence South along said East line of Section 11 to the SE corner of Section 11 and the NE corner of Section 14 (28th Street); and continuing South along the East line of Section 14 to the centerline of Canterbury Street; thence West along said centerline of Canterbury Street to its point of intersection with the extended West line of Lot 94 of Rogers Height Plat No. 2; thence North along said extended West line to the NW corner of said Lot 94, thence West along the North line of Rogers Height Plat No. 2 and the extension thereof to a point lying 20 feet West of the NW corner of Lot 114 of Rogers Height Plat No. 2; thence South parallel with and 20 feet West of the West Lot line of said Lot 144 to the centerline of Canterbury Street; thence West along the centerline of Canterbury Street to the centerline of Rogers Lane; thence South along the centerline of Rogers Lane to the centerline of Colrain Street; thence West along the centerline of Colrain Street to the West line of Lot 423 of Rogers Height Plat No. 9; thence North along said line to the North line of Rogers Height Plat No. 9, thence West said North line to the centerline of Michael Avenue; thence South along the centerline of Micheal Avenue to the centerline of Prairie Parkway; thence Westerly along the centerline of Prairie Parkway to the centerline of Burlingame Avenue; thence North along the centerline of Burlingame Avenue to the NW corner of Section 14 and the SW corner of Section 11 (28th Street) and the Place of Beginning.

Section 2. This ordinance shall be in full force and effect the ____ day of _____, 2014.

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 _____, 2014.

Heidi A. Isakson, Wyoming City Clerk



January 28, 2014

www.wyomingmi.gov

- 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

Ms. Heidi A. Isakson
City Clerk
Wyoming, MI

Subject: Request to rezone the 28th Street corridor from Clyde Park Avenue to Burlingame Avenue from DC Downtown Center, B-3 Planned Business, B-2 general Business and R-2 Single Family Residential to Form Based Code.

Recommendation: To approve the proposed rezoning.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on January 21, 2013. A motion was made by Hegyi, supported by Micele, to recommend to City Council approval of the proposed rezoning. After discussion the motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information:

On March 5, 2012, the City Council approved the Turn On 28th Street Corridor Sub Area Plan as an amendment to the City of Wyoming Land Use Plan 2020. The Sub Area Plan was the culmination of a two year transparent and inclusive community effort to re-imagine a one mile section of 28th Street between Clyde Park Avenue and Burlingame Avenue. The Sub Area Plan strives to guide the City by establishing a practical strategy to transform the aged commercial corridor into a vibrant, inviting, and sustainable mixed use district.

In order to implement the Sub Area Plan, new zoning codes were required to articulate set standards to the business community what was desired. Conventional zoning codes were recognized as being inadequate to properly articulate the placement of buildings, their appearance and the mixture of uses necessary for place making and being an economic development tool. Shortly after adoption of the Sub Area Plan. a City Council appointed Steering Committee was established to work with the consulting firms of Nederveld and Williams & Works and City staff to develop an appropriate Form Based Code (FBC) to establish, under law, these requirements.

After a year of development, the draft FBC was completed and adopted by the Steering Committee. The FBC's provisions are unique. Rather than utilize text almost exclusively, the FBC uses extensive graphics and pictures along with the text to articulate the requirements to be very user friendly. The FBC identifies six

context zones within the 28th Street corridor (see attached exhibit), each with specific building design options, placements and uses. The FBC permits a wide range of land uses from a traditional downtown, retail, offices, educational, multifamily and single family residences. The FBC is structured to streamline the approval process by providing administrative approvals for projects meeting the specified project design options. The FBC also establishes specific street design standards to properly connect the public realm of streets and sidewalks with the buildings fronting upon them. This connectivity of buildings, mixed uses and public spaces is what creates vibrant place making. The FBC goes further by establishing maximum parking and shared parking standards. The combination of building and parking alternatives allows developers to achieve greater use of their properties.

On October 15, 2013 the Planning Commission recommended adoption of the FBC to the City Council. On December 16, 2013 the City Council adopted the FBC in final reading. Immediately thereafter, the process of rezoning the subject one mile corridor was initiated, with notices sent to all affected property owners and occupants, as well as those within 600 feet.

The FBC conforms to the City of Wyoming Sustainability Principals: Specifically, the proposed rezoning will establish the development and land use controls necessary for the redevelopment of this aging commercial corridor. A long term sustainable future is envisioned through new development that promotes greater walkability, far ranging building use opportunities and a greater economic vibrancy through the relation of buildings and their uses.

The Development Review Team suggested the Planning Commission recommend to the City Council the proposed rezoning.

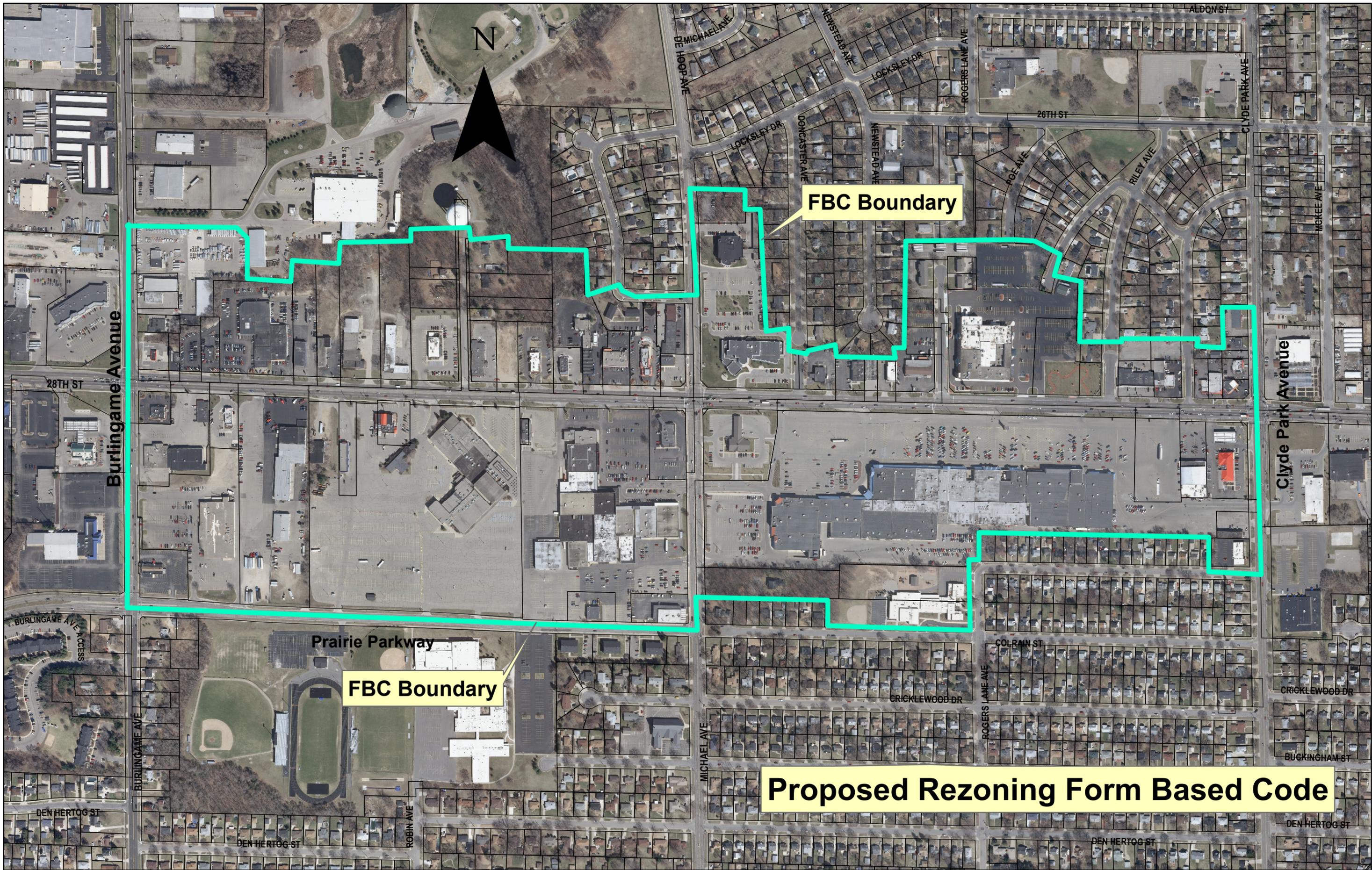
At the public hearing, five nearby residents spoke. Their concern was primarily what impact the proposed rezoning would have on their property values. A motion was made by Hegyi, supported by Micele, to recommend to the City Council approval of the proposed rezoning. After discussion, the motion passed unanimously.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

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



N

FBC Boundary

FBC Boundary

Proposed Rezoning Form Based Code

Burlingame Avenue

Clyde Park Avenue

Prairie Parkway

28TH ST

26TH ST

ALDON ST

BURLINGAME AVE ACCESS

BURLINGAME AVE

DEN HERTOOG ST

DEN HERTOOG ST

ROBIN AVE

MICHAEL AVE

DE HOOP AVE

LOCKSLEY DR

NEWSHEAD AVE

LOCKSLEY DR

ROGERS LANE AVE

DONCASTER AVE

NEWSHEAD AVE

POE AVE

RILEY AVE

CLYDE PARK AVE

MCKEE AVE

COLRAIN ST

CRICKLEWOOD DR

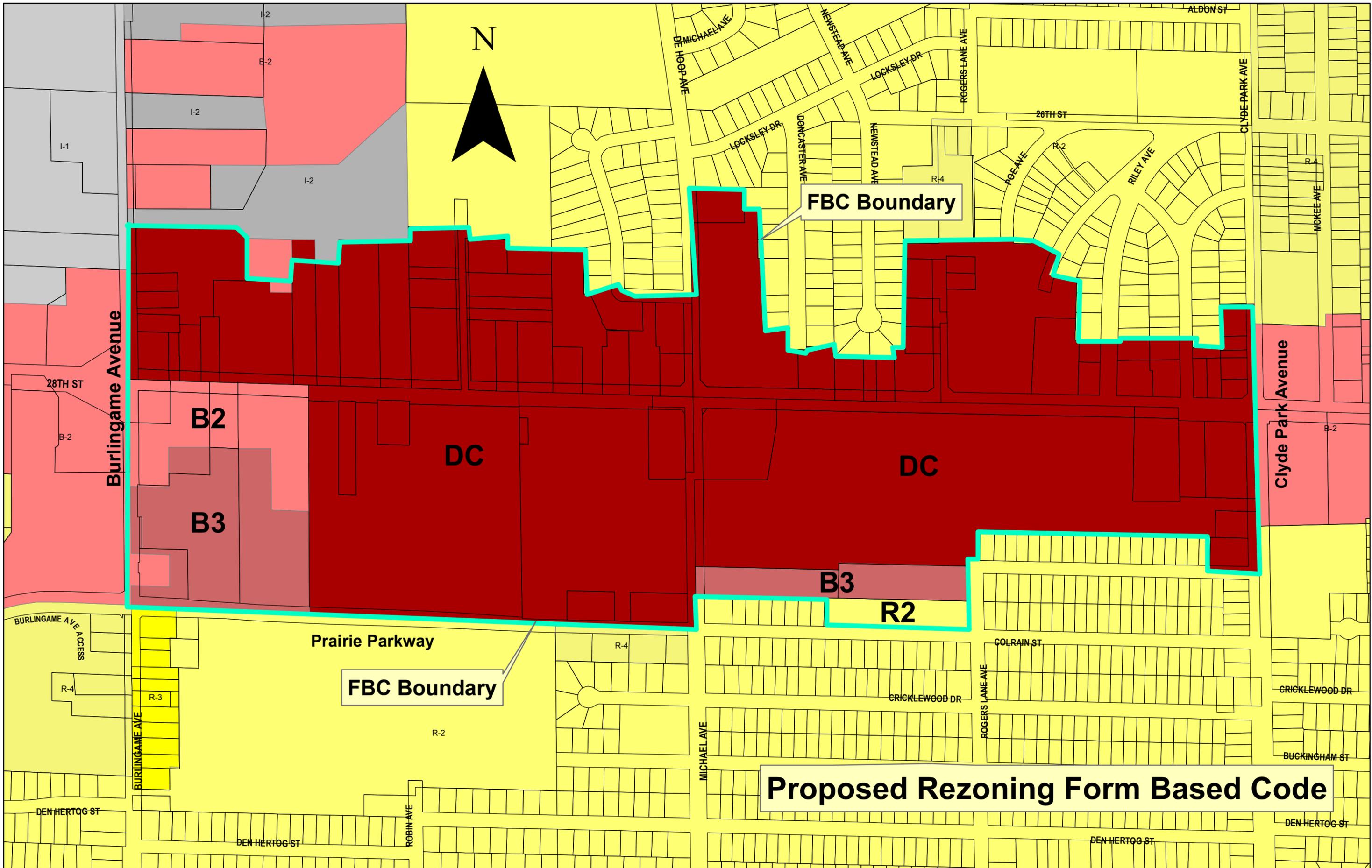
ROGERS LANE AVE

CRICKLEWOOD DR

BUCKINGHAM ST

DEN HERTOOG ST

DEN HERTOOG ST



N

FBC Boundary

FBC Boundary

Proposed Rezoning Form Based Code

Burlingame Avenue

Clyde Park Avenue

Prairie Parkway

B2

B3

DC

DC

B3

R2

R-4

R-2

R-4

CRICKLEWOOD DR

CRICKLEWOOD DR

BUCKINGHAM ST

DEN HERTOG ST

DEN HERTOG ST

DEN HERTOG ST

DEN HERTOG ST

ALDON ST

26TH ST

28TH ST

BURLINGAME AVE ACCESS

R-4

R-3

BURLINGAME AVE

ROBIN AVE

MICHAEL AVE

ROGERS LANE AVE

COLRAIN ST

DE HOOP AVE

LOCKSLEY DR

DONCASTER AVE

LOCKSLEY DR

NEWSHEAD AVE

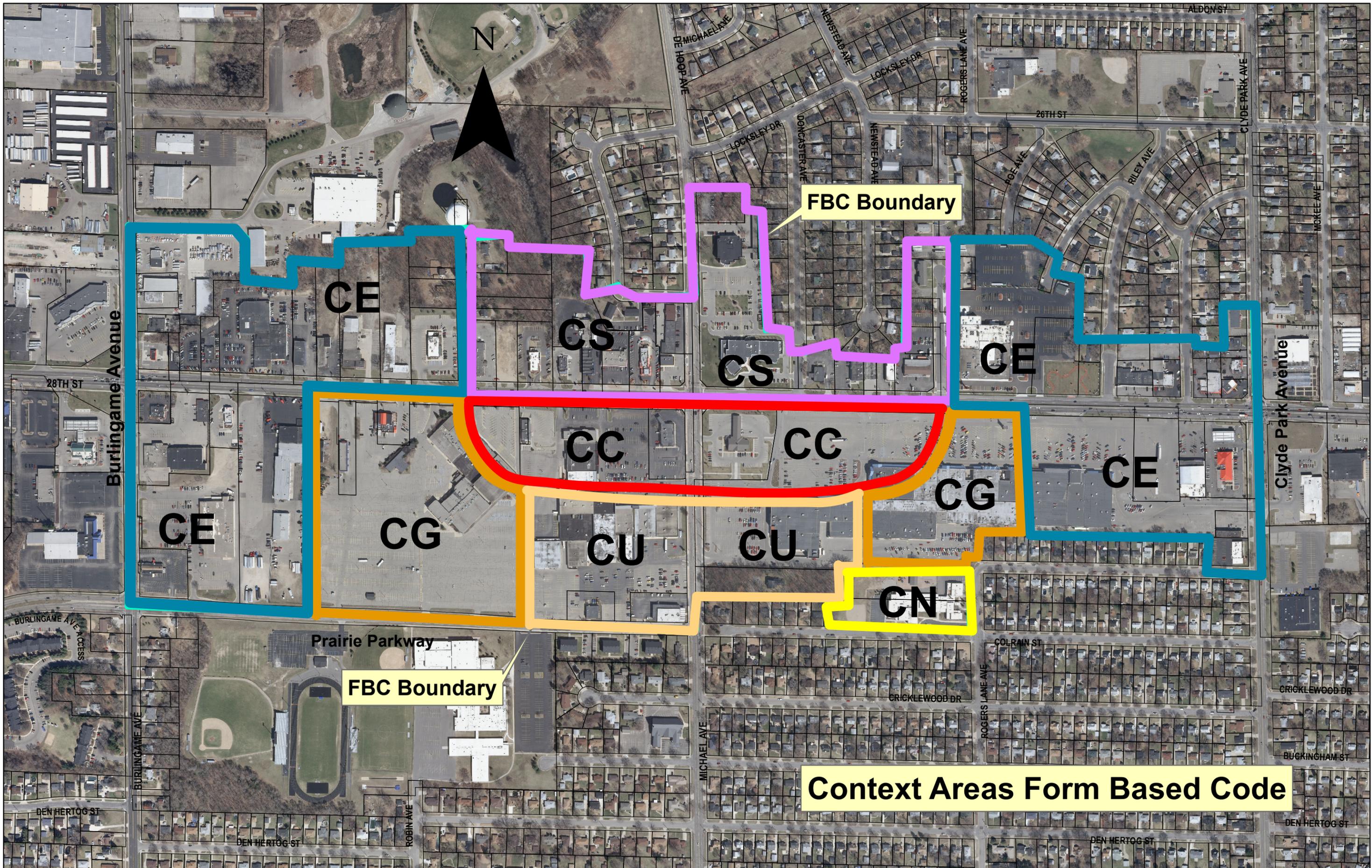
ROGERS LANE AVE

POE AVE

RILEY AVE

CLYDE PARK AVE

MCKEE AVE



FBC Boundary

FBC Boundary

Context Areas Form Based Code

CONTEXT AREAS AND USE

90-1400 PURPOSE

Division 4 identifies the Context Areas and Uses established for the City of Wyoming Form Based Code and provides the attributes that are allowed in each Area. These attributes include use, building types, and building height (measured in feet). These Context Areas ensure that proposed development is consistent with the Turn On 28th Street Corridor Sub Area Plan.

Each of the Context Areas described in this Division represent a spectrum of development character and intensity, ranging from the most urban intense (Corridor Center District) to the least urban intense (Corridor Neighborhood District). Each Zoning District establishes character through its use of Building Types (Division 6) and the associated Private Frontages (Division 7) that can be applied to those Building Types.

90-1401 APPLICABILITY

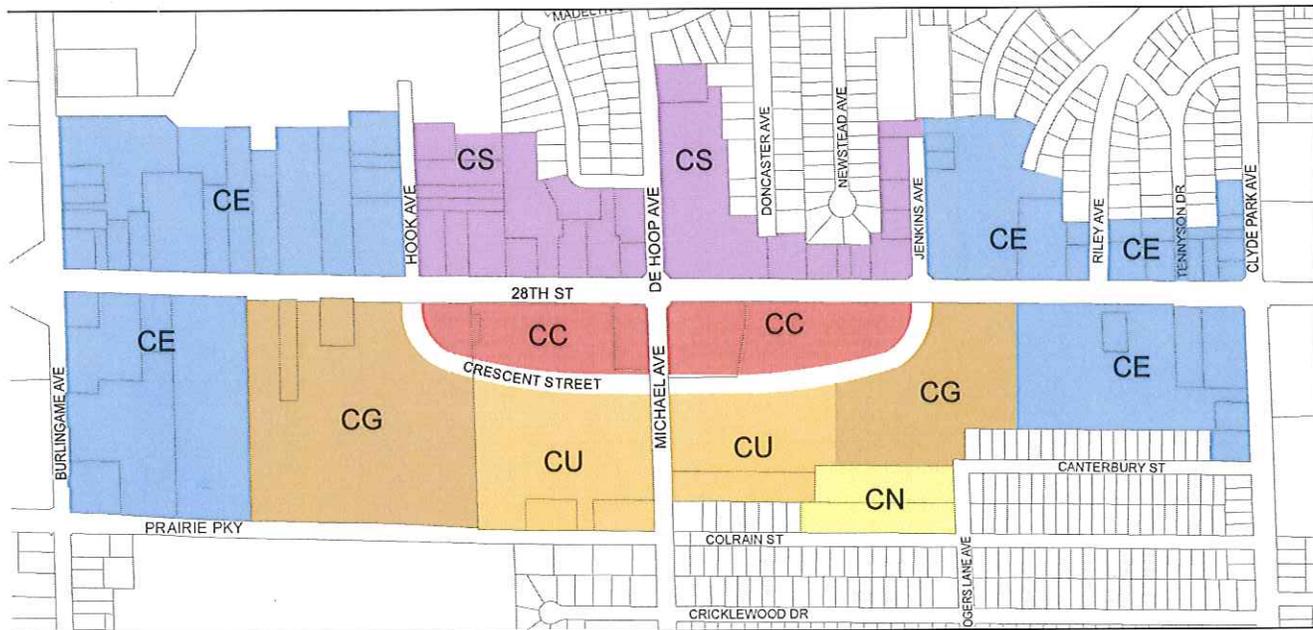
Each Context Area established in the Context Area Map shall meet the standards of this Division. Each Context Area includes permitted and special uses (if applicable) building types, and building height. Key maps are provided to quickly discern the district location within the 28th Street Corridor Sub Area.

90-1402 CONTEXT AREAS

The following Context Areas are specified in this Division:

A. Corridor Center Area (CC): The Corridor Center Area is the equivalent of a downtown, with the highest concentration of development and the busiest streets. This Area is characterized by mixed-use and retail buildings set close to the sidewalk. These buildings contain ground floor retail and commercial uses with housing and office uses on the upper floors. The Corridor Center Area is the physical, business and commercial hub of the City of Wyoming. The Area limits building heights to two (2) stories in order to provide visual connection from 28th Street.

- B. Corridor Urban Area (CU):** The Corridor Urban Area is the equivalent of a downtown, with the highest concentration of development, the tallest buildings, and the busiest streets. This Area is characterized by mixed-use and retail buildings set close to the sidewalk. These buildings contain ground floor retail and commercial uses with housing and office uses on the upper floors. The Corridor Center Area is the physical, business and commercial hub of the City of Wyoming. The Area has similar characteristics to the Corridor Center Area, except that it allows taller buildings and may permit large-format retail.
- C. Corridor General Area (CG):** The Corridor General Area represents a traditional urban development pattern with mixed use, retail, live / work and apartment buildings. The Area is characterized by a variety of Building Types set relatively close to the sidewalk, but also allows a range of building placement options that permit a varied street wall.
- D. Corridor Sub-Urban Area (CS):** The Corridor Sub-Urban Area represents a transition district within the development pattern by facilitating building placement that is varied and setback from the street edge and less emphasis on commercial uses. The Area permits flexible retail building placement to encourage a varied street edge and also allows for a variety of residential Building Types.
- E. Corridor Edge Area (CE):** The Corridor Edge Area represents a district which transitions from more urban districts to the existing development pattern of the City. This Area promotes retail and residential uses with building placement that is more consistent with existing City development patterns and includes the flexibility of locating limited parking in the front of retail buildings that front on 28th Street.
- F. Corridor Neighborhood Area (CN):** The Corridor Neighborhood Area is a residential district that allows rowhouses, two-family and single-family homes. It is intended to address redevelopment opportunities that are consistent with existing adjacent single-family residential neighborhoods.



City of Wyoming, Michigan
Context Area Map

October 8, 2013

Legend

- CC, Corridor Center Context Area
- CU, Corridor Urban Context Area
- CG, Corridor General Context Area
- CS, Corridor Sub-urban Context Area
- CE, Corridor Edge Context Area
- CN, Corridor Neighborhood Context Area



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