

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JANUARY 5, 2015, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Elder Dean DeHoog, Newhall Christian Fellowship
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of December 15, 2014
- 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. Barb VanDuren Retirement
 - 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) Of Appreciation to Megan Sall for Her Service as a Member of the Greater Wyoming Community Resource Alliance for the City of Wyoming
 - b) Of Appreciation to John Armendarez for His Service as a Member of the Greater Wyoming Community Resource Alliance for the City of Wyoming
 - c) To Reappoint Representatives to the West Michigan Regional Planning Commission
 - d) To Approve Traffic Control Orders No. 3.01-15, 3.02-15 and 7.01-15
 - e) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate for Kendall Electric, Inc., in the City of Wyoming (January 19, 2015 at 7:01 p.m.)
- 15) Resolutions**
 - f) To Authorize the City Manager to Execute an Employment Agreement with the Deputy City Manager
 - g) To Authorize the City Manager to Execute an Employment Agreement with the City Clerk

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

- h) To Accept Voluntary Offer as Condition to Rezoning from 4500 Clyde Park, LLC
- i) To Accept Voluntary Offer as Condition to Rezoning from American Kendall Properties, LLC
- j) To Concur with the Purchase of a Police K9 and to Authorize Payment (Budget Amendment No. 39)

17) Ordinances

- 22-14 To Add Section 90-69 to the Code of the City of Wyoming (Medical Marijuana Facilities) (Final Reading)
- 25-14 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (98) Thereto to Rezone 15.1 Acres from B-3 Planned Business to B-2 General Business (Southeast Corner of Clyde Park Avenue and 44th Street) (Final Reading)
- 26-14 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (99) Thereto to Rezone 16 Acres from ER Estate Residential to R-4 Multiple Family (14 Acres) and RO-1 Restricted Office (2 Acres) (Wilson Avenue and 52nd Street) (Final Reading)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO MEGAN SALL FOR HER SERVICE
AS A MEMBER OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE
FOR THE CITY OF WYOMING

WHEREAS:

1. Megan Sall has served faithfully and effectively as a member of the Greater Wyoming Community Resource Alliance since February 20, 2012.

NOW, THEREFORE, BE IT RESOLVED:

1. Council members and citizens of the City of Wyoming wish to express their deep appreciation to Megan Sall for her dedicated service as a member of the Greater Wyoming Community Resource Alliance.

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 January 5, 2015.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO JOHN ARMENDAREZ FOR HIS SERVICE
AS A MEMBER OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE
FOR THE CITY OF WYOMING

WHEREAS:

1. John Armendarez has served faithfully and effectively as a member of the Greater Wyoming Community Resource Alliance since January 5, 2009.

NOW, THEREFORE, BE IT RESOLVED:

1. Council members and citizens of the City of Wyoming wish to express their deep appreciation to John Armendarez for his dedicated service as a member of the Greater Wyoming Community Resource Alliance.

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 January 5, 2015.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT REPRESENTATIVES TO THE
WEST MICHIGAN REGIONAL PLANNING COMMISSION

WHEREAS:

1. The By-Laws and Rules of Procedure for the West Michigan Regional Planning Commission entitle the City of Wyoming to three (3) representatives and one (1) alternate representative to serve on the West Michigan Regional Planning Commission Board.

NOW, THEREFORE, BE IT RESOLVED:

1. That Councilmember Sam Bolt, Principal Planner Tim Cochran, Citizen Representative Lillian VanderVeen and Alternate representative Joanne Voorhees be reappointed as the City's representatives for 2015.
2. That the City Clerk be directed to send a copy of this resolution to the West Michigan Regional Planning Commission.

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 January 5, 2015.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE
TRAFFIC CONTROL ORDERS NO. 3.01-15, 3.02-15 AND 7.01-15

WHEREAS:

1. Traffic Control Orders No. 3.01-15, 3.02-15 and 7.01-15, as set forth in the exhibits attached hereto and made a part of this Resolution, have been proposed in the City of Wyoming.
2. It is recommended by the City Traffic Engineer, as required by the Uniform Traffic Code for Cities, Townships and Villages, Part 2, Section R 28.1153, issued in October 2002 by the Commissioner of the Michigan State Police and adopted by the City of Wyoming, that said Traffic Control Orders should be approved by the City Council as permanent.

NOW, THEREFORE, BE IT RESOLVED:

1. That such final approval be and is hereby granted that the aforesaid Traffic Control Orders No 3.01-15, 3.02-15 and 7.01-15 be made a permanent part of the Traffic Control Order files of the City of Wyoming.

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 January 5, 2015.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Traffic Control Order No. 3.01-15, with map
Traffic Control Order No. 3.02-15, with map
Traffic Control Order No. 7.01-15, with map



Traffic Department
2660 Burlingame Ave SW • Wyoming, Michigan 49509
Telephone (616) 530-7263 • Fax (616) 249-3487



www.wyomingmi.gov

January 5, 2015

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

PERMANENT
TRAFFIC CONTROL ORDER NO. 3.01-15

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

1. LOCATION:

Havana Ave SW, both sides, from 50-feet north of 40th St, north 50-feet

2. REGULATION:

No parking between 8:00 - 9:00 a.m. and 3:00 - 4:00 p.m. on days that school is in session

3. SIGNS:

No Parking, 8:00 - 9:00 a.m. and 3:00 - 4:00 p.m., On School Days, with appropriate arrows

4. EFFECTIVE:

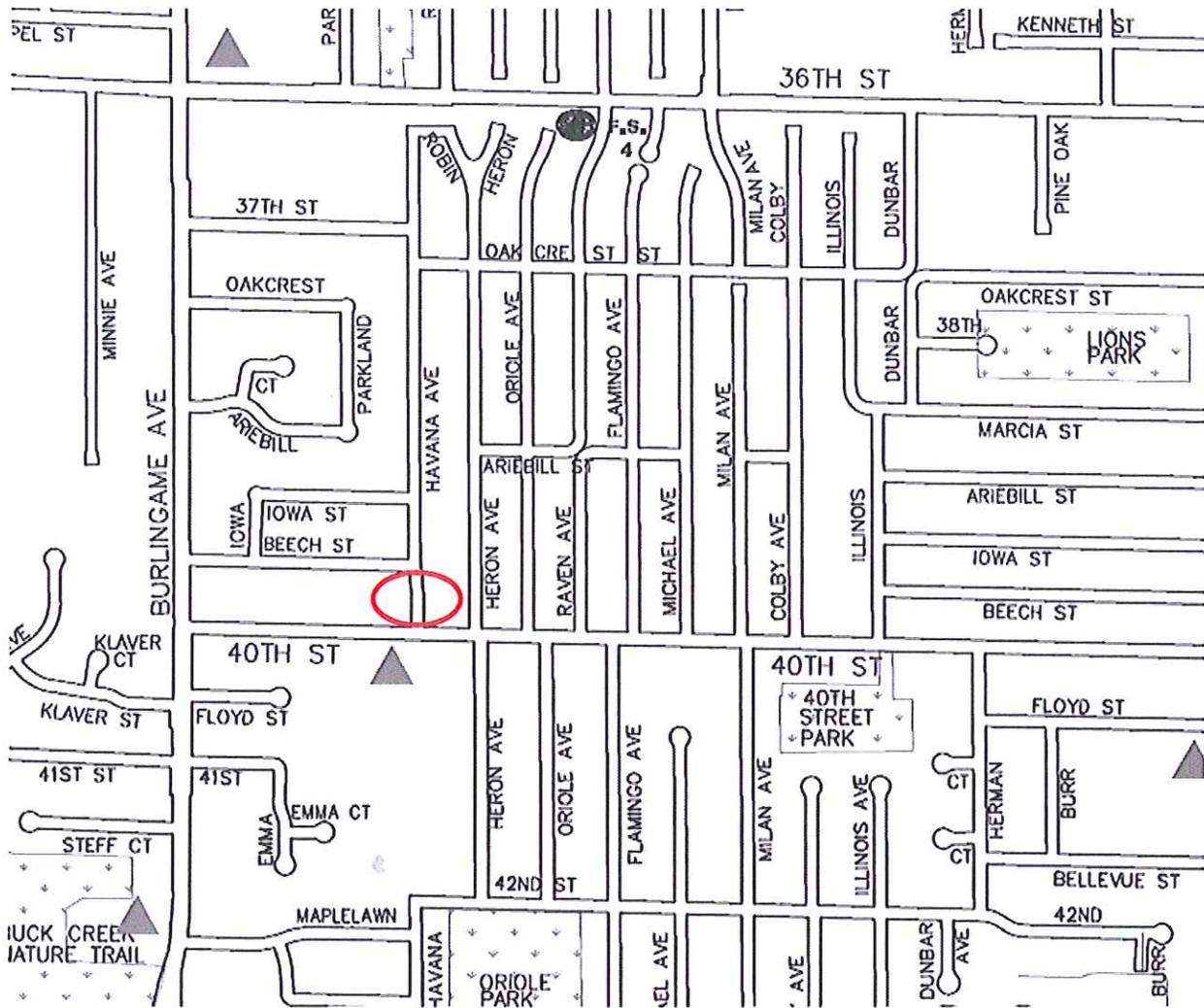
Immediately

Authority,

William D. Dooley, P.E.
Traffic Engineer

WDD:ks

cc: Police Services





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January 5, 2015

- MAYOR
Jack A. Poll
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Dan Burril
- 1ST WARD COUNCILMEMBER
William A. VerHulst
- 2ND WARD COUNCILMEMBER
Richard K. Pastoor
- 3RD WARD COUNCILMEMBER
Joanne M. Voorhees
- CITY MANAGER
Curtis L. Holt

PERMANENT
TRAFFIC CONTROL ORDER NO. 3.02-15

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

1. LOCATION:

Wexford St SE, both sides, from Division Ave east to Jefferson Ave

2. REGULATION:

- a. That part of Traffic Control Order No. 3.01-79, dated September 17, 1979, establishing two-hour parking from 8:00 a.m. to 4:00 p.m., Monday through Friday, is hereby revoked.
- b. Traffic Control Order No. 3.09-94, dated August 1, 1994, is hereby revoked.

3. SIGNS:

No Parking, 8:00 a.m. to 4:00 p.m., Monday through Friday, restrictions removed
No Parking Here to Corner restrictions will remain in full force and effect

4. EFFECTIVE:

Immediately

Authority,


William D. Dooley, P.E.
Traffic Engineer

WDD:ks

cc: Police Services





Traffic Department
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www.wyomingmi.gov

January 5, 2015

MAYOR
Jack A. Poll

AT-LARGE COUNCILMEMBER
Sam Bolt

AT-LARGE COUNCILMEMBER
Kent Vanderwood

AT-LARGE COUNCILMEMBER
Dan Burril

1ST WARD COUNCILMEMBER
William A. VerHulst

2ND WARD COUNCILMEMBER
Richard K. Pastoor

3RD WARD COUNCILMEMBER
Joanne M. Voorhees

CITY MANAGER
Curtis L. Holt

PERMANENT
TRAFFIC CONTROL ORDER NO. 7.01-15

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

1. LOCATION:

Lilly Ct SW, at its intersection with Mulligan Dr

2. REGULATION:

All traffic on Lilly Ct shall yield before entering the intersection of Mulligan Dr

3. SIGNS:

"Yield"

4. EFFECTIVE:

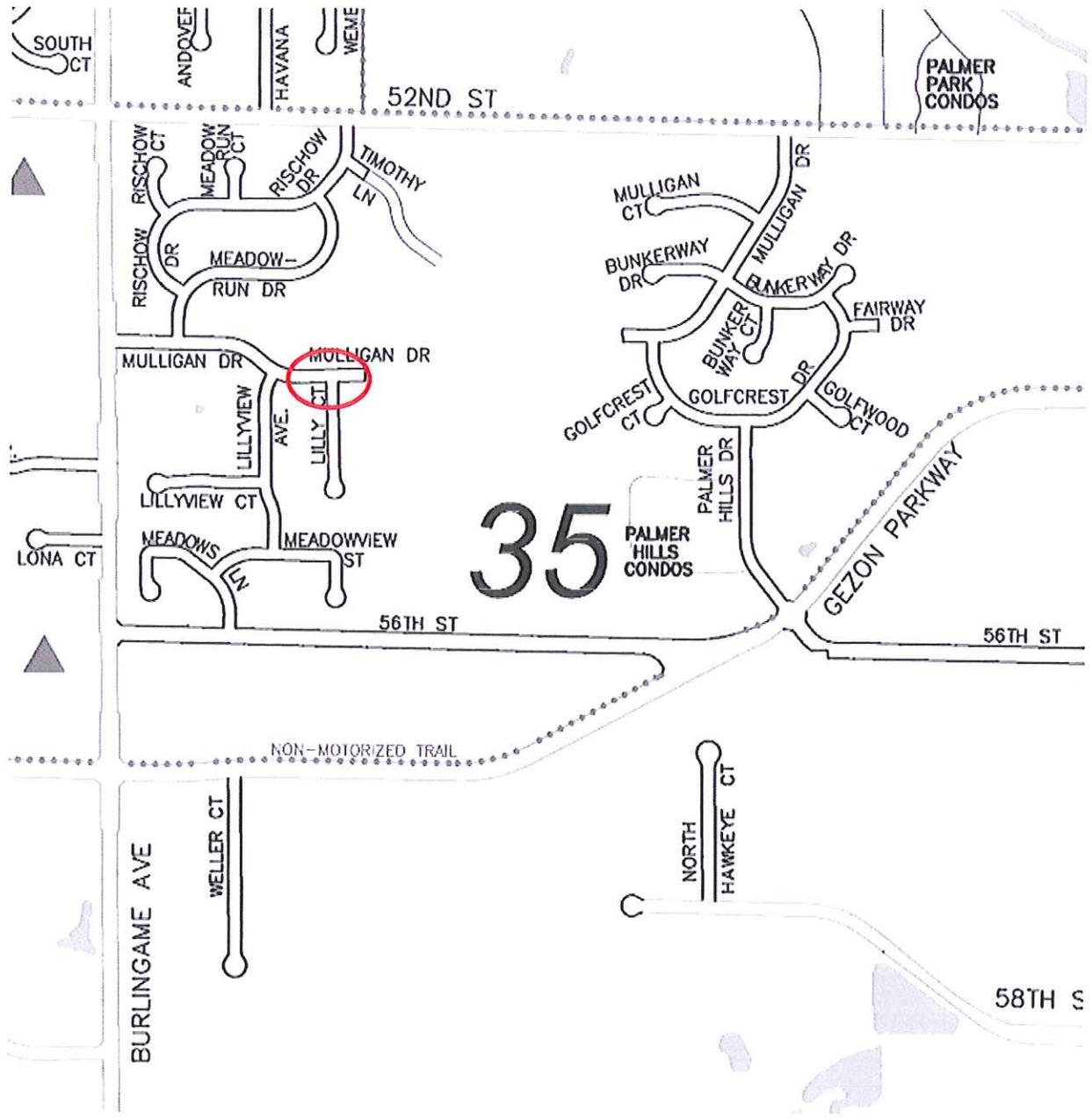
Immediately

Authority,

William D. Dooley, PE
Traffic Engineer

WDD:cls

cc: Police Services



35

PALMER PARK CONDOS

PALMER HILLS CONDOS

SOUTH CT

ANDOVER

HAVANA

WEME

52ND ST

RISCHOW DR

MEADOW RUN CT

MEADOW-RUN DR

RISCHOW DR

TIMOTHY LN

MULLIGAN CT

BUNKERWAY DR

MULLIGAN DR

BUNKERWAY DR

FAIRWAY DR

MULLIGAN DR

MULLIGAN DR

LILLYVIEW

LILLYVIEW

LILLYVIEW CT

MEADOWVIEW ST

LONA CT

MEADOWS LN

56TH ST

56TH ST

NON-MOTORIZED TRAIL

BURLINGAME AVE

WELER CT

NORTH HAWKEYE CT

58TH S

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR
KENDALL ELECTRIC, INC., IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District Number 294, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 24543 on July 15, 2013.
2. Kendall Electric, Inc. has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to a new facility to be acquired and installed within Industrial Development District 294, with an estimated cost of \$5,560,144.00 for real property to be located at 3838 Clay Avenue SW.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Kendall Electric, Inc. for an Industrial Facilities Exemption Certificate shall be held at 7:01 p.m. on January 19, 2015, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, a representative of each affected taxing unit and posted in City Hall.

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 January 5, 2015.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:

Staff Report

Resolution No. _____

Staff Report

Date: December 18, 2014
Subject: Kendall Electric, Inc.
From: Jennifer Ballard, Administrative Assistant to the City Manager
Meeting Date: January 5, 2015

Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to Kendall Electric, Inc. based on the City of Wyoming's Economic Development Policy.

Sustainability Criteria:

Environmental Quality – Kendall Electric, Inc. has proven to be responsible and cooperative in their 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 industrial company, encourage continued investment by Kendall Electric, Inc. and provide additional employment opportunities to the area.

Discussion:

Kendall Electric, Inc. has conducted business in the City of Wyoming for 14 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below by facility:

Address of project:	3838 Clay Ave SW Wyoming, MI 49548
Personal Property:	\$ 0.00
Real Property:	\$ 5,560,144.00
Estimated Jobs:	5 new jobs 97 retained jobs
Starting date of project:	May 2014

Kendall Electric, Inc. manufactures fire protection systems and operates a wholesale distribution center for process instrumentation and pipe, valve, and fitting products. Kendall intends to

construct a new building located on the property for the purposes of expanding Kendall's manufacturing and distribution activities. Company-wide, Kendall currently has 957 full-time employees. Upon completion of this project, Kendall's goal is to add five additional employees to the existing 97 retained employees to this Wyoming facility. Kendall's total investment is approximately \$6,238,102.00.

Budget Impact:

The estimated first year tax savings for Kendall Electric, Inc., which is located in the Godwin Heights school district, is \$67,664.31.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE
AN EMPLOYMENT AGREEMENT WITH THE DEPUTY CITY MANAGER

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 City Manager.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute an employment agreement with the Deputy City Manager.
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 January 5, 2015.

ATTACHMENT:
Employment Agreement

Rhonda L. Galligan, Deputy City Clerk

Resolution No. _____

CITY OF WYOMING

EMPLOYMENT AGREEMENT - DEPUTY CITY MANAGER

THIS AGREEMENT between Heidi Ann Isakson, 303 E. Alice St., Whitehall, MI 49461 (“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 City Manager of the City. This appointment shall be effective January 12, 2015. The Employee understands that as Deputy City Manager 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.

2. PERFORMANCE. The Employee agrees to perform the duties of Deputy City Manager in a competent and professional manner and as set forth in the City Charter, City Code, established policies and regulations of the City and the laws of the State of Michigan. 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 City Manager.

3. SERVICE DATE. The Employee’s date of service with the City shall be April 16, 2001. The Employee shall be credited with all earned benefits from her 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, pension, 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 shall be based on a hire date of April 16, 2001. The Employee shall contribute 20% of the premium cost for health insurance as an active employee and retiree health shall be in accordance with the July 1, 2011 Association employment agreement. The health insurance premium shall be based on the premium recommended by the City's insurer or, if applicable, third-party administrator.

The Employee shall be credited with an additional 40 hours of annual vacation (earn a maximum of 240 hours vacation per year).

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: _____

Heidi A. Isakson
Deputy City Manager

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE AN EMPLOYMENT AGREEMENT WITH THE CITY CLERK

WHEREAS:

1. The City Council desires to employ Kelli Anne VandenBerg as City Clerk for the City of Wyoming.
2. The City of Wyoming and Kelli Anne VandenBerg have negotiated the attached City Clerk employment agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are authorized to execute the attached City Clerk employment agreement.
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 January 5, 2015.

ATTACHMENT:
Employment Agreement

Rhonda L. Galligan, Deputy City Clerk

Resolution No. _____

CITY OF WYOMING
EMPLOYMENT AGREEMENT – CITY CLERK

THIS AGREEMENT between Kelli Anne Vandenberg, 2148 – 141st. Ave., Dorr, Michigan 49323 (“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 City Clerk of the City. This appointment shall be effective January 12, 2015. The Employee understands that as City Clerk she serves at the pleasure of the City Council, who may terminate the Employee for any reason at any time as provided by the City Charter and City Code.

2. PERFORMANCE. The Employee agrees to perform the duties of City Clerk in a competent and professional manner and as set forth in the City Charter, City Code, established policies and regulations of the City and the laws of the State of Michigan.

3. SERVICE DATE. The Employee’s date of service with the City shall be June 7, 1999. The Employee shall be credited with all earned benefits from her 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 June 7, 1999. The Employee shall contribute 20% of the premium cost for health insurance. The health insurance contribution shall be based on the premium recommended by the City's insurer or, if applicable, third-party administrator.

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 Council 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 Council, 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: _____

Kelli A. Vandenberg

Dated: _____

Jack A. Poll
Mayor

Dated: _____

Rhonda L. Galligan
Deputy City Clerk

RESOLUTION NO. _____

RESOLUTION TO ACCEPT VOLUNTARY OFFER
AS CONDITION TO REZONING FROM
4500 CLYDE PARK, LLC

WHEREAS:

1. 4500 Clyde Park, LLC has requested rezoning of property located in the City of approximately 15.1 acres located at the Southeast corner of Clyde Park Avenue and 44th Street from B-3 Planned Business to B-2 General Business.
2. Pursuant to Section 405 of the Michigan Zoning Enabling Act (MCL 125.3405), the property owner has made a voluntary offer in writing establishing conditions for the use and development of the property, contingent upon the requested rezoning.
3. The acceptance of the voluntary offer of rezoning, is binding on the parties upon the rezoning of the property and will be recorded with the Kent County Register of Deeds.

NOW, THEREFORE, BE IT RESOLVED:

1. The voluntary offer from 4500 Clyde Park, LLC for rezoning of the property is hereby accepted.
2. The acceptance is contingent on the rezoning of the property from B-3 Planned Business to B-2 General Business. (Ordinance 25-14)

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 January 5, 2015.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:
Development Agreement

Resolution No. _____

DEVELOPMENT AGREEMENT

This Agreement made this _____ day of January, 2015 between the **CITY OF WYOMING**, a Michigan Municipal Corporation, whose address is 1155 – 28th Street S.W., Wyoming, Michigan 49509 (the “**City**”) and **4500 CLYDE PARK, LLC**, a Michigan Corporation, whose address is P.O. Box 1029, Saugatuck, Michigan 49453 (the “**Developer**”)

GENERAL

1. The Developer owns or has legal rights to property located in the City of approximately 15.1 acres located at the Southeast corner of Clyde Park Avenue and 44th Street, described as follows:

Beginning at the Northwest corner of Section 25, T6N, R12W, thence South 1040 feet, thence East 800 feet, thence North 1040 feet, thence West 800 feet to the Place of Beginning, in the City of Wyoming, Kent County, Michigan.

2. Developer has requested rezoning of the subject property to B-2 general business and has made a voluntary offer as condition to rezoning the property (Exhibit A).

3. This agreement is made in accordance with the voluntary offer as conditioned to rezoning and is contingent on rezoning of the property by the City of Wyoming to B-2 general business.

AGREEMENT

Based upon the mutual agreements contained herein the parties hereby agree as follows:

1. **Voluntary Offer - Condition for Approval.** In accordance with the voluntary offer by the Developer and in accordance with the provisions of section 405 of the Michigan Zoning Enabling Act (MCL 125.3405), Developer shall develop the Project in accordance with the voluntary offer as provided in this Agreement. This Agreement shall become effective upon acceptance by the Wyoming City Council and upon final rezoning of the property to B-2 General Business. Developer acknowledges that the City is obligated to rezone the property.

2. The property shall be developed in compliance with the Master Site Plan dated October 16, 2014, attached hereto as Exhibit B. The parties acknowledge that development of lots B and C, due to unknown users at this time, shall be integrated in design and access with the overall plan. Site plans for all individual projects shall meet all applicable city requirements.

3. Developer shall restrict access to the property to the proposed curb cuts as shown on the master site plan unless amended through mutual agreement of the City and as required by any required Traffic Impact Analysis.

4. Developer shall modify existing medians in adjacent public streets at Developers sole expense, if such improvements are justified by the Traffic Impact Study in order to improve site accessibility and overall traffic flow.

5. Developer shall develop the overall project site with required irrigated landscaping buffers along the 44th Street and Clyde Park frontages in a manner consistent with similar projects of this size and scope within the City and in accordance with applicable City code provisions.

6. Developer shall construct and complete the project in accordance with approvals received from all applicable governmental entities and shall comply with all state and local ordinances and regulations in addition to the terms of this agreement. Project shall be developed in accordance with this agreement, the exhibits attached hereto and all approvals received from the City including but not limited to all approved site plans.

7. This Agreement may be amended only in writing, except for minor site plan amendments as allowed by the Wyoming City Code.

8. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of the remaining provisions and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

9. Notices. Any and all notices permitted or required to be given shall be in writing and sent either by mail or personal delivery to the address first above given.

10. Waiver. No failure or delay on the part of any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

11. Governing Law. This Agreement is being executed and delivered and is intended to be performed in the State of Michigan and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws thereof.

12. Authorization. The parties affirm that their representatives executing this Agreement on their behalf are authorized to do so and that all resolutions or similar actions necessary to approve this Agreement have been adopted and approved. The Developer further affirms that it is not in default under the terms of any land contract for all or part of the Property.

13. This agreement has been drafted pursuant to the terms of the voluntary offer as condition for rezoning and the agreement of the parties and shall not be construed against either party.

The parties have executed this Agreement on the day and year first above written.

CITY OF WYOMING

Jack A. Poll
Its Mayor

Heidi A. Isakson
Its Clerk

Acknowledged before me in Kent County, Michigan on this _____ day of January, 2015, by Jack A. Poll and Heidi A. Isakson, Mayor and City Clerk, respectively, of the City of Wyoming, a Michigan Municipal Corporation, on behalf of the City.

Notary Public, Kent County, Michigan
My commission expires: _____

**DEVELOPER
4500 CLYDE PARK LLC**

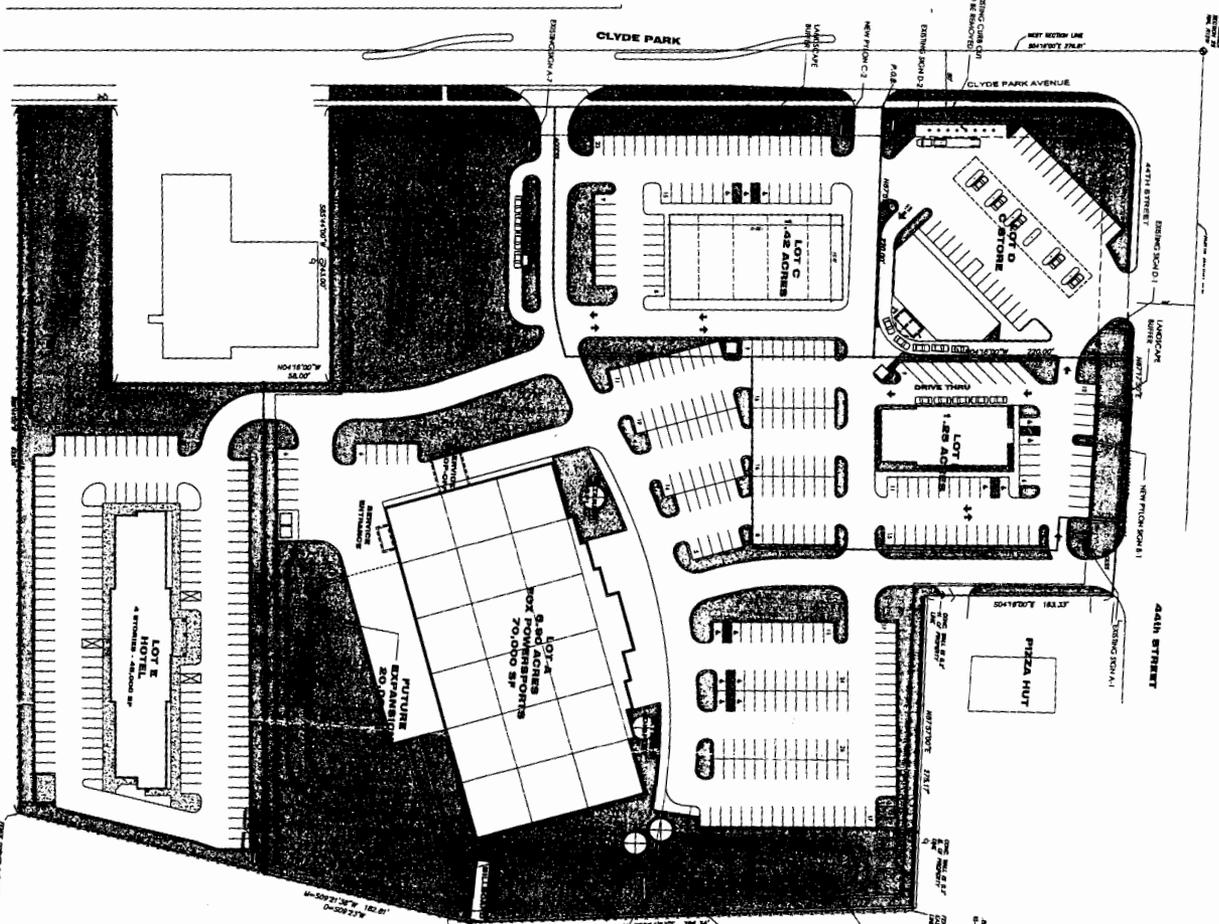
By: Keith P. Walker
Its Manager

Acknowledged before me in Kent County, Michigan, on this _____ day of January, 2015, by Keith P. Walker, Manager of 4500 Clyde Park, LLC, a Michigan Limited Liability Company, on behalf of the company.

Notary Public, Kent County, Michigan
My commission expires: _____

Prepared by:
Jack R. Sluiter
Wyoming City Attorney
1799 R.W. Berends Dr. S.W.
Wyoming, MI 49519

When recorded return to:
City of Wyoming
1155 – 28th St. S.W.
Wyoming, MI 49509



PARKING SUMMARY
 LOT A 100 SPACES
 LOT B 100 SPACES
 LOT C 100 SPACES
 LOT D 100 SPACES
 LOT E 100 SPACES

MASTER SITE PLAN

NOT TO SCALE

FOX POWERSPORTS
 4500 CLYDE PARK SW
 WYOMING, MICHIGAN

ConceptDesign
 ARCHITECTURE
 4500 CLYDE PARK SW
 WYOMING, MICHIGAN

RESOLUTION NO. _____

RESOLUTION TO ACCEPT VOLUNTARY OFFER
AS CONDITION TO REZONING FROM
AMERICAN KENDALL PROPERTIES, LLC

WHEREAS:

1. American Kendall Properties, LLC has requested rezoning of approximately 16 acres of property located at the Northwest corner of Wilson Avenue and 52nd Street from ER- Estate Residential to R-4 Multiple Family Residential and RO-1 Restricted Office.
2. Pursuant to Section 405 of the Michigan Zoning Enabling Act (MCL 125.3405), the property owner has made a voluntary offer in writing establishing conditions for the use and development of the property, contingent upon the requested rezoning.
3. The acceptance of the voluntary offer of rezoning, is binding on the parties upon the rezoning of the property and will be recorded with the Kent County Register of Deeds.

NOW, THEREFORE, BE IT RESOLVED:

1. The voluntary offer from American Kendall Properties, LLC for rezoning of the property at Wilson Avenue and 52nd Street S.W. attached hereto is hereby accepted.
2. The acceptance is contingent on the rezoning of the property from ER – Estate Residential to R-4 Multiple Family and RO-1 Restricted Office. (Ordinance 26-14)

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 January 5, 2015.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:

Development Agreement

Resolution No. _____

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is executed this _____ day of January, 2015 between the **CITY OF WYOMING**, a Michigan Municipal Corporation, whose address is 1155 – 28th Street S.W., Wyoming, Michigan 49509 (the "**City**") and **AMERICAN KENDALL PROPERTIES, LLC**, an Indiana Limited Liability Company, whose address is 8910 Purdue Road, Suite 730, Indianapolis, Indiana 46268, or assigns (the "**Developer**")

RECITALS

A. The Developer owns or has the right to own thirteen and 8/10 (13.8) acres of real property commonly known as The Haven in the City of Wyoming, Kent County, Michigan (the "**Property**"), more specifically described on the attached **Exhibit A**.

B. Developer has requested the opportunity to develop the Property for up to One hundred Ninety-Two (192) dwelling units as conceptually depicted on the attached **Exhibit B** (the "**Project**") submitted with the Developer's Application for Rezoning.

C. In reliance on their mutual promises and in order to memorialize their understanding, the parties have agreed to enter into this Agreement.

AGREEMENT

For good and valuable consideration including, but not limited to, the covenants and pledges contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Conditions of Approval. Pursuant to a voluntary offer by the Developer in accordance with the provisions of section 405 of the Michigan Zoning Enabling Act (MCL 125.3405), the Project shall be developed in accordance with that voluntary offer as contained in this Agreement. The Project will be subject to and is conditioned upon action by the City Council. This Agreement shall only become effective if the City rezones the Property to R-4 Multiple-Family Residential District. The City is not obligated hereby to rezone the Property.

Section 2. Compliance with Laws, Ordinances, Permits. Developer agrees to construct, install, and operate the Project in accordance with approvals received from governmental entities with applicable jurisdiction. In constructing the Project, Developer agrees to comply with all state and local laws, ordinances, and regulations as well as the terms of this Agreement. Without

limiting the preceding sentence, it is understood and agreed that except as expressly provided for herein, development of the Project must comply with the City's adopted Zoning Ordinance.

Section 3. Compliance with City Approvals. Without limiting the provisions of Section 2, the Developer agrees to design, develop, construct and operate the Project in accordance with this Agreement and the Exhibits attached and any and all approvals received from the City and/or its various bodies, officers, departments and commissions including, without limitation, any approved final plans approved pursuant to this Agreement as well as the terms and conditions of this Agreement.

Section 4. Final Plan Sequencing. Prior to the issuance of building permits for the Project, the Developer shall submit for the review and approval of the City Planning Commission a final site plan. In their review of the final site plan, the Planning Commission shall rely on the standards of review contained in the City Zoning Ordinance. Approval of the final site plans presented shall not be unreasonably withheld or delayed.

Section 5. Amendments to Final Plans. Major changes to a final site plan shall be applied for by the Developer to the City and any major changes approved shall be: (1) identified as a separate addendum to this Agreement which shall be signed by all parties and recorded with the Kent County Register of Deeds and (2) noted on the final site plan which notation shall be signed by the City with the date of the approval of the amendment. Any change not considered a minor change shall be considered a major change. The Planning Director, in accordance with the Zoning Ordinance and the subsections below, shall determine whether the change is major or minor. Any approved minor change shall be noted on the final plan, which notation shall be signed by the Planning Director with the date of the approval of the amendment. "Minor changes" shall include, but not be limited to, the following:

- (1) Movement of buildings or other structures by no more than ten feet (10');
- (2) Changes permitted, required or requested by the City or other governmental regulatory agency in order to conform to other laws, or regulations or
- (3) A decrease in the size of a building.

Section 6. Public Utilities. City water and sanitary sewer service ("**Public Utilities**") shall be available to all units in the Project. Developer shall be responsible for all costs for public utilities including all City fees. Public Utilities (except streetlights) shall be installed and maintained underground if required by the City. Prior to issuing any building permits for the Project a complete grading and utility plan for the Project shall be submitted for the review and approval of the City Engineer.

Section 7. Stormwater. The Developer shall apply for and obtain the approval of the Kent County Drain Commission for the Project which, if any, are subject to the jurisdiction of the Kent County Drain Commission. All other stormwater improvements shall be subject to the review and approval of the City Engineer.

Section 8. Amendment. This Agreement may only be amended in writing, signed by all parties.

Section 9. Recording and Binding Effect. The obligations under this Agreement are covenants that run with the land, and thus bind successors in title of the Property. It is the parties' intent that this Agreement shall be recorded with the Kent County Register of Deeds. The City shall be responsible for all costs associated with recording the Agreement.

Section 10. Description of Architectural Treatment/Features. The Developer shall construct structures that are substantially consistent with the architectural elevations contained in the images submitted with the Developer's Application for Rezoning conceptually shown on the attached **Exhibit C**. All buildings within the Project shall not have exterior siding and trim veneer made of vinyl or PVC material, excluding balcony railing and soffits, but shall consist of a cement fiber material to the extent it is not masonry as shown on Exhibit C. All exterior building materials shall be subject to approval by the City in accordance with the terms of this Section.

Section 12. Miscellaneous.

A. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of the remaining provisions and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

B. Notices. Any and all notices permitted or required to be given shall be in writing and sent either by mail or personal delivery to the address first above given.

C. Waiver. No failure or delay on the part of any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

D. Governing Law. This Agreement is being executed and delivered and is intended to be performed in the State of Michigan and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws thereof.

E. Authorization. The parties affirm that their representatives executing this Agreement on their behalf are authorized to do so and that all resolutions or similar actions necessary to approve this Agreement have been adopted and approved. The Developer further affirms that it is not in default under the terms of any land contract for all or part of the Property.

The parties have executed this Agreement on the day and year first above written.

CITY OF WYOMING

Jack A. Poll
Its Mayor

Heidi A. Isakson
Its Clerk

Acknowledged before me in Kent County, Michigan on this _____ day of January, 2015, by Jack A. Poll and Heidi A. Isakson, Mayor and City Clerk, respectively, of the City of Wyoming, a Michigan Municipal Corporation, on behalf of the City.

Notary Public, Kent County, Michigan
My commission expires: _____

DEVELOPER

Michael R. Speedy

By: Michael R. Speedy
Its Managing Member

Acknowledged before me in Marion County, Indiana, on this 15th day of December, 2014, by Michael R. Speedy, Managing Member of American Kendall Properties, LLC, an Indiana Limited Liability Company, on behalf of the company.



STEPHANIE ANN MURPHY, Notary Public
Johnson County, State of Indiana
My Commission Expires August 19, 2020

Stephanie Ann Murphy

Notary Public, Marion County, Indiana
My commission expires: August 19, 2020

Prepared by:
American Kendall Properties, LLC
8910 Purdue Road
Suite 730
Indianapolis, IN 46268

When recorded return to:
City of Wyoming
1155 - 28th St. S.W.
Wyoming, MI 49519

Exhibit A

Description of Apartment Parcel:

Part of the SE 1/4 of the SE 1/4 of Section 30, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the SE corner of said Section 30; thence N87°43'44"W 350.03 feet along the South line of said SE 1/4 to the PLACE OF BEGINNING of this description; thence N87°43'44"W 264.97 feet along said South line; thence N00°12'57"E 624.00 feet; thence N87°43'44"W 94.18 feet to Reference Point "A"; thence N87°43'44"W 40 feet, more or less, to the centerline of a creek; thence meandering Northerly along said centerline to its intersection with the North line of the SE 1/4 of said SE 1/4; thence S88°10'22"E 62 feet, more or less, along said North line to Reference Point "B" (Reference Point "B" lies N34°21'27"E 820.62 feet along an intermediate traverse line from aforementioned Reference Point "A"); thence S88°10'22"E 198.24 feet along said North line to the West line of Wilson Avenue; thence S00°12'57"W 1013.23 feet along said West line; thence N87°43'44"W 300.00 feet; thence S00°12'57"W 308.02 feet to the place of beginning. Contains approximately 13.8 acres.

PROJECT SUMMARY

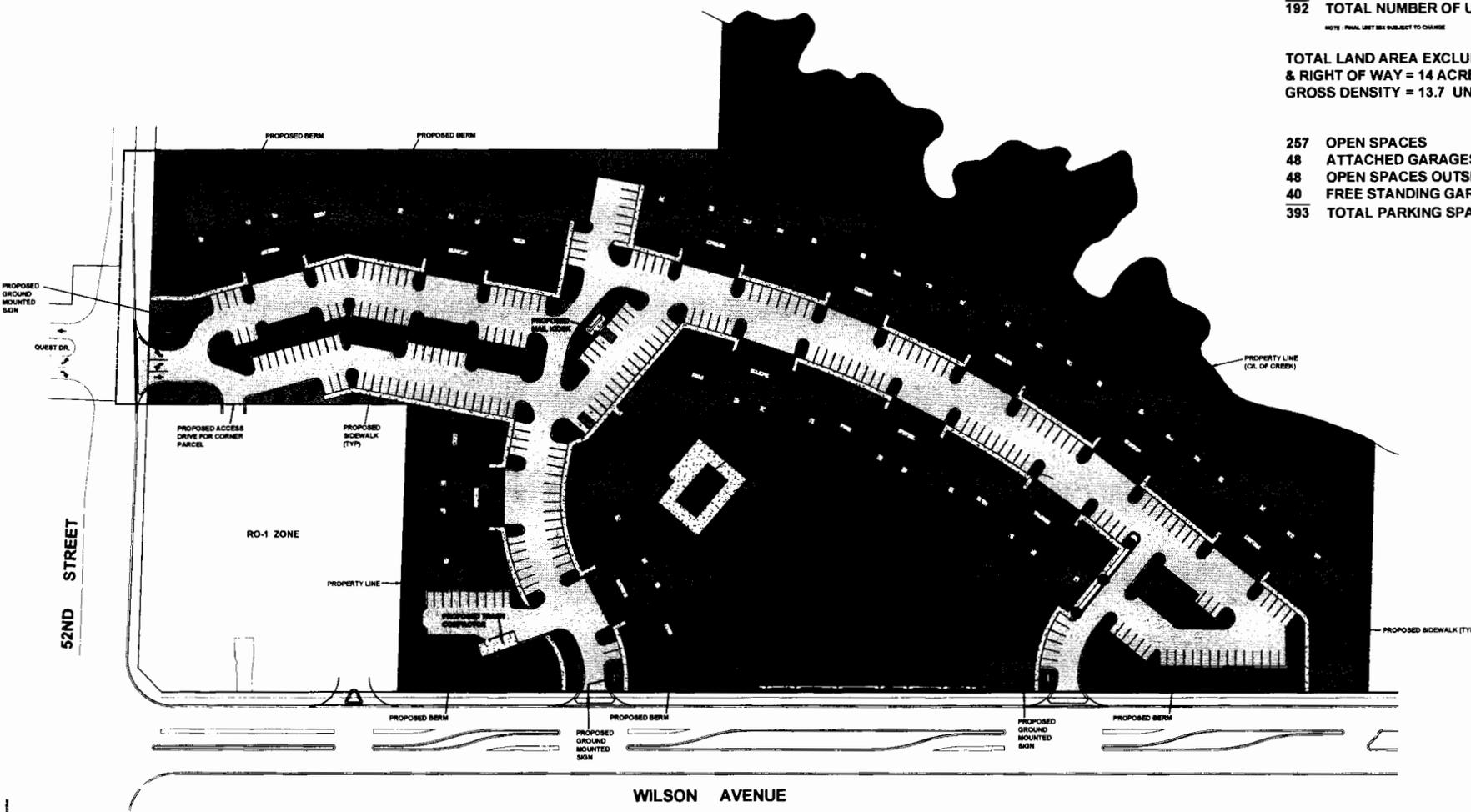
66 ONE BEDROOM UNITS
 90 TWO BEDROOM UNITS
 36 THREE BEDROOM UNITS
192 TOTAL NUMBER OF UNITS

NOTE: FINAL LIST BE SUBJECT TO CHANGE

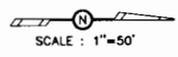
**TOTAL LAND AREA EXCLUDING RO-1
 & RIGHT OF WAY = 14 ACRES
 GROSS DENSITY = 13.7 UNITS / ACRE**

257 OPEN SPACES
 48 ATTACHED GARAGES
 48 OPEN SPACES OUTSIDE ATTACHED GARAGES
 40 FREE STANDING GARAGES
393 TOTAL PARKING SPACES (2.04 SPACES / UNIT)

Exhibit B



WILSON AVENUE



"THE HAVEN"

FOR: AMERICAN KENDALL PROPERTIES LLC		RE: 52ND & WILSON	
ATTN: MICHAEL SPEEDY 8910 PURDUE ROAD, SUITE 730 INDIANAPOLIS, IN 46228			
IN: PART OF THE SE 1/4, SECTION 30, TEN, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN			
REVISIONS _____ _____ _____		 <p>excel engineering, inc. planners • engineers • surveyors <small>2251 Oak Park, S.W. • Grand Rapids, MI 49508 Phone: (616) 521-2600 Fax: (616) 521-2721 www.excel-engineering.com</small></p>	
10-18-14 per Owner (end)	DRAWN BY: DMS	FILE NO: 141847E	
09-17-14 per Owner (end)	APPROVED BY: GJS		
09-08-14 Driveway per City (end)	DATE: 7/28/2014	SHEET: 1	OF: 1



1 of 4

Exhibit C

Typical Building Front Elevation



2 of 4

Typical Building Front Elevation



3 of 4

Typical Building Front Elevation

The Haven

American Kendall Property Group

4 of 4



Typical Building Rear Elevation

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE PURCHASE
OF A POLICE K9 AND TO AUTHORIZE PAYMENT

WHEREAS:

1. As detailed in the attached Staff Report from the Department of Public Safety, a police K9 was retired from duty.
2. The Wyoming Animal Hospital donated \$6,500 towards the purchase of a replacement K9.
3. It is recommended the City concur with the purchase of a replacement K9 from Vohne Liche Kennels, Inc. in the total amount of \$8,000.
4. The purchase of the K9 will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the purchase of a K9.
2. The City Council does hereby authorize payment to Vohne Liche Kennels, Inc. in the total amount of \$8,000.
3. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 5, 2015.

ATTACHMENTS:
Budget Amendment
Staff Report
Invoice

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: January 5, 2015

Budget Amendment No. 039

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$8,000 of budgetary authority and recognize the associated revenue for the purchase of a police K9 as per attached Resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Police - Patrol - Other Services K 9 Program 101-305-31500-956.012	\$0	\$8,000		\$8,000
Income/Donations Police Special 101-675.023	\$0	\$6,500		\$6,500
Police - Patrol - Operating Supplies 101-305-31500-740.000	\$69,000		\$1,500	\$67,500
Fund Balance (101)				\$0

Recommended: 
Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2014-2015 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ 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: November 20, 2014
SUBJECT: Purchase of Replacement Police K-9
FROM: Lt. James Maguffee
MEETING DATE: January 5, 2015

RECOMMENDATION:

It is recommended the City Council approve the purchase of a replacement patrol dog to be assigned to our newest canine handler, Ofc. Dustin Cook., who replaces Ofc. Robert Robinson. Ofc. Robinson served as a handler for nearly a decade and beginning next month he will transition to an investigative division assignment and will retire K9 Arras. This purchase will maintain our K9 team at four dogs.

SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – The K9 Unit's primary functions are to respond to calls of incidents with armed or dangerous suspects, in-progress felonies, tracking missing persons or suspects, building searches, searches for articles or evidence (including narcotics), and are used as a public relations tool. Often the presence of a K9 at public events is the icebreaker that makes our officers approachable and helps build community relationships.

Economic Strength – Police dogs vary in price but a fully trained, certified dog will cost many thousands of dollars. \$10,000 - \$15,000 would not be uncommon. This particular dog is 'green' which means it has minimal training, and is being offered at \$8,000 from Vohne Liche Kennels, Inc.

Our very capable in-house trainer, Ofc. Aungst and K9 Supervisor, Sgt. Jeff Bylsma, have evaluated the dog and are confident it has the attributes necessary to complete our internal training program. Additionally, a valued community partner, Wyoming Animal Hospital, held a fundraiser this year, raising \$6,500 which they have donated toward this purchase. The taxpayers will only be paying the remaining \$1,500.

DISCUSSION:

The Wyoming Police K9 unit has been an integral part of delivering the most progressive, capable, and responsive police service in the region. This replacement will insure this continues.

BUDGET IMPACT:

This purchase will require a budget amendment to allow the deposit of \$6,500 from the Greater Wyoming Community Resource Alliance, who accepted the donation from Wyoming Animal Hospital, into the Public Safety>Police>K9 budget line 101-305-31500-956012. An additional \$1,500 will need to be transferred from Public Safety>Police>Patrol Supplies budget line 101-305-31500-74000 in order to cover the remaining cost.



Vohne Liche Kennels, Inc.

7953 N Old Rt 31
Denver, IN 46926

Invoice

Date	Invoice #
11/10/2014	9757

Bill To
Wyoming Police Dept 2300 DeHoop Wyoming, MI 49509

Ship To
Wyoming Police Dept 2300 DeHoop Wyoming, MI 49509

P.O. #	Terms	Date Due	VLK Rep	Ship Date	Contact #
	Net 30	12/10/2014	LAP	11/10/2014	616-530-7329
Description			Quantity	Rate	Amount
Dual-Purpose, Selection Tested, Untitled Guarantee: Effective day of purchase. 100% health 12 months, Skeletal 12 months. If genetic or hereditary problem is diagnosed K-9 will be replaced. Vet report stating diagnosis must accompany K-9 on return. Trainability 12 months, Compatibility 12 month			1	8,000.00	8,000.00
Pako 4 14-353 Male German Shepherd			1	0.00	0.00
TAX ID # 35-2148814					0.00
Thank you for your business.				Total USD	\$8,000.00
(765) 985-2274 Phone (765) 985-2595 Fax www.vohneliche.com				Payments/Credits	\$0.00
				Balance Due	\$8,000.00

JRS/sak
12/1/14

ORDINANCE NO. 22-14

AN ORDINANCE TO ADD SECTION 90-69 TO
THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-69 is hereby added to the Code of the City of Wyoming to read as follows:

Sec. 90-69. Medical marijuana facilities.

Medical marijuana provisioning centers and medical marijuana safety compliance facilities as defined in Chapter 14 of this Code or any other facility to distribute medical marijuana shall not be allowed in any zone in the City. This section shall not apply to a location used by a primary caregiver to assist a qualifying patient as allowed in the Michigan Medical Marihuana Act as amended.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2015.

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 _____, 2015.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. 22-14

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

November 24, 2014

Ms. Heidi A. Isakson
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Section 90-69 to prohibit marijuana provisioning centers and marijuana safety compliance facilities.

Recommendation: To approve the subject Zoning Ordinance amendment.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on November 18, 2014. A motion was made by Goodheart, supported by Arnoys, to recommend to City Council approval of the subject ordinance amendment. 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 December 12, 2013, House Bill 4271 was passed by the Michigan House. The Bill is currently pending in the State Senate. The Bill as passed allows for Medical Marijuana Dispensaries (called provisioning centers) and Medical Marijuana Testing Facilities (called safety compliance centers). The Bill as passed by the House allows for municipalities to prohibit both types of facilities but also provides that a facility in operation as of the effective date of the final Act is grandfathered and cannot be prohibited.

The City has no known such facilities in operation. The proposed Zoning Code amendment is proactive to ensure that provisioning centers and safety compliance centers will not be established within the City.

The City Attorney has also prepared a companion ordinance amendment to Chapter 14 Business Regulations that will also prohibit such facilities. That amendment is reviewed only by the City Council, and obtained first reading approval on October 20, 2014.

Proposed Zoning Ordinance amendment:

Section 90-69 Medical marijuana facilities.

Medical marijuana provisioning centers and medical marijuana safety compliance facilities as defined in Chapter 14 of this Code or any other facility to distribute medical marijuana shall not be allowed in any zone in the City. This section shall not apply to a location used by a primary caregiver to assist a qualifying patient as allowed in the Michigan Medical Marijuana Act as amended.

The Development Review Team suggested the Planning Commission recommend to the City Council the subject Zoning Ordinance amendment to Section 90-69.

There were no comments made during the public hearing.

A motion was made by Goodheart, supported by Arnoys, to recommend to City Council the Zoning Ordinance amendment as recommended by the DRT. After discussion, the motion carried unanimously.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

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

ORDINANCE NO. 25-14

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF THE
CITY OF WYOMING BY ADDING SUBSECTION (98) 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 (98) thereto, to read as follows:

- (98) To rezone 15.1 acres from B-3 Planned Business to B-2 General Business (Southeast corner of Clyde Park Avenue and 44th Street)

LEGAL DESCRIPTION:

Beginning at the Northwest corner of Section 25 T6N, R12W, thence South 1040 feet, thence East 800 feet, thence North 1040 feet, thence West 800 feet to the Place of Beginning, in the City of Wyoming, Kent County, Michigan.

Section 2. This ordinance shall be in full force and effect on the ____ day of January, 2015.

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 January, 2015.

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

November 24, 2014

Ms. Heidi A. Isakson
City Clerk
Wyoming, MI

Subject: Request to rezone 15.1 acres from B-3 Planned Business to B-2 General Business located at the southeast corner of Clyde Park Avenue and 44th Street.

Recommendation: To approve the subject rezoning.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on November 18, 2014. A motion was made by Micele, supported by Bueche, to recommend to City Council approval of the subject 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:

4500 Clyde Park LLC proposes to rezone the site to accommodate a multi-use retail center. The centerpiece would be Fox Powersports, initially a 50,000 sq. ft. facility providing sales and service of motorcycles, atvs, snowmobiles, etc...In addition, an Extended Stay Hotel and a gasoline/convenience (C-Store) are also planned. Two other development areas are shown, with as yet undetermined uses.

Although all proposed uses are commercial, they are not all permitted within the existing B-3 Planned Business district. Fox Powersports (outdoor display and sales) and the C-Store are both Special Approval Uses in a B-2 General Business district. In addition, the B-3 district has a minimum lot size of 5 acres with a minimum lot width of 300 feet. The overall property is intended to be divided into smaller parcels. The B-2 district has a minimum lot size of 6,500 sq. ft. with a minimum lot width of 65 feet. The smaller parcel size/width of the B-2 district is accommodating to the desired land division plans. The B-2 General Business district is appropriate for the development intentions on this site.

With the proposed rezoning by 4500 Clyde Park LLC, the Development Review Team determined that the rezoning request should be expanded to include two adjoining properties that are also zoned B-3 Planned Business. Those two properties are Auto Care Express at 4629 Clyde Park Avenue and Pizza Hut at

700 44th Street. If the property controlled by 4500 Clyde Park LLC is rezoned, it would leave the two remnant parcels with incompatible zoning at this corner. The Auto Care Express business is a permitted use in a B-2 district, and was allowed in this B-3 district through a use variance from the Board of Zoning Appeals in 1990. The Pizza Hut restaurant is a permitted use in both the B-3 and B-2 districts. Both properties are below the minimum 5 acres and 300 feet of lot width requirement of the B-3 district, but would conform with the B-2 districts size/width requirements.

If the rezoning is approved, individual requests for Special Use and Site Plan Approvals for each development would be submitted for review and approval to the Planning Commission.

The City of Wyoming Land Use Plan 2020 was adopted in 2006. It identifies this site (attached) as being appropriate for Community Commercial purposes. The Land Use Plan goes further by stating:

“5. Redeveloping the southeast corner of 44th and Clyde Park using contemporary planning principals such as: blended land uses that may include lodging, retail, and services (including restaurants and/or entertainment venues), buildings and parking lots that are adequately set back from the rights-of-way; a streetscape that includes a landscaped front yard, street trees, low hedges or earth berms to screen vast parking areas, and buildings that contain windows facing the street which minimize blank unadorned facades.”

“6. Discouraging subdivision of the property unless part of a comprehensive redevelopment proposal.”

“7. Establishing access management techniques such as inter-connected parking lots, minimum curb spacing requirements, shared access, and full-turn access limited to key locations.”

The Master Site Plan provided for this rezoning conforms with the recommendations of the Land Use Plan. As individual site plan proposals come forward, details involving parking lot screening, landscaping and building facades will be given greater attention.

The other three corners of this intersection are zoned B-2 General Business. The proposed B-2 General Business zoning at this southeast corner would be complimentary with that zoning pattern.

The City of Wyoming 2035 Thoroughfare Plan showed a 2009 daily traffic volume of 29,600 trips on 44th Street, with 14,500 trips on Clyde Park Avenue,

adjoining this property. The volumes are projected to increase by 2035 to 32,900 trips on 44th Street and 16,200 trips on Clyde Park Avenue. These traffic increases are partly in anticipation of the redevelopment of this rezoning site. The projected 2035 traffic volumes can be accommodated under the current street design with a volume/capacity ratio of less than 0.7. However, traffic stacking for access into this site is a concern. A Traffic Impact Analysis is being developed to address this. If the TIA identifies that off-site traffic improvements are needed, it may be reasonable for the developer to undertake those in conjunction with site development. The Master Site Plan also identifies driveways that are suitably located for the benefit of all the intended businesses. These locations have been endorsed by the Engineering Department.

A voluntarily submitted Development Agreement (attached) has been offered. This agreement commits the developer to general compliance with the Master Site Plan presented, location of the driveways for overall site access management, and responsibility for any off-site access improvements deemed appropriate. These commitments will ensure to the City that the development will occur as presented.

Conformance with the City of Wyoming Sustainability Principals:

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 will allow for the redevelopment of this corner into an integrated commercial center. The overall development will be an enhancement to the economic and social strengths of the City through substantial employment and added tax base. The redeveloped site will provide for appropriate storm water management techniques which will improve the environment on this cleared commercial site. The proposed rezoning conforms to the City of Wyoming sustainability principals.

The Development Review Team suggested the Planning Commission recommend to the City Council the proposed rezoning subject to entering into the development agreement voluntarily offered by the petitioner.

There were no comments made during the public hearing.

A motion was made by Micele, supported by Bueche, to recommend to City Council the proposed rezoning subject to entering into the development agreement voluntarily offered by the petitioner, as recommended by the DRT. After discussion, the motion carried unanimously.

Respectfully submitted,

Handwritten signature of Timothy Cochran in black ink, written over a horizontal line.

Timothy Cochran, City Planner
Planning and Development Department

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



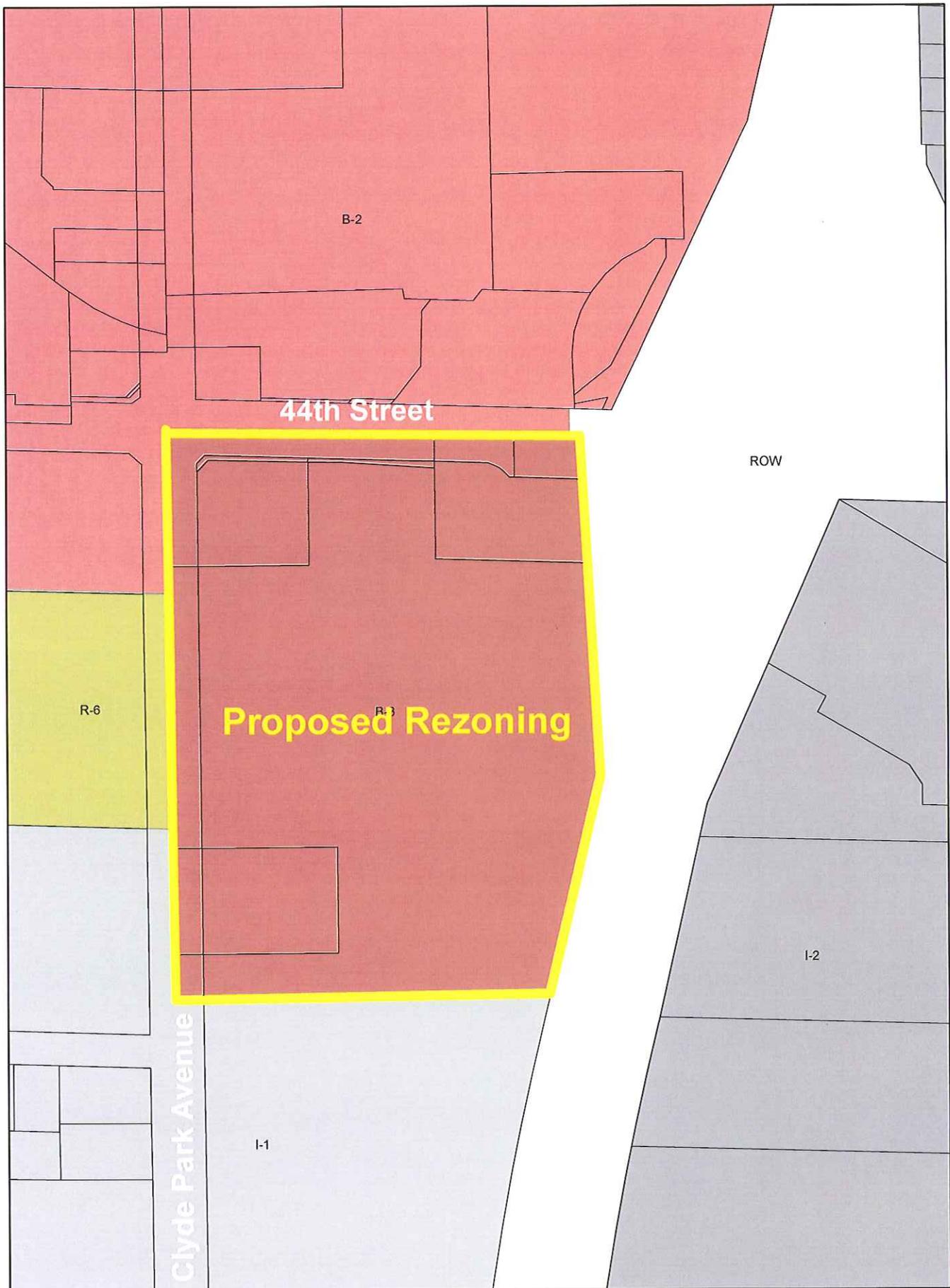
44th Street

Proposed Rezoning

U.S. 131

Clyde Park Avenue

MANSE



B-2

44th Street

ROW

R-6

Proposed Rezoning

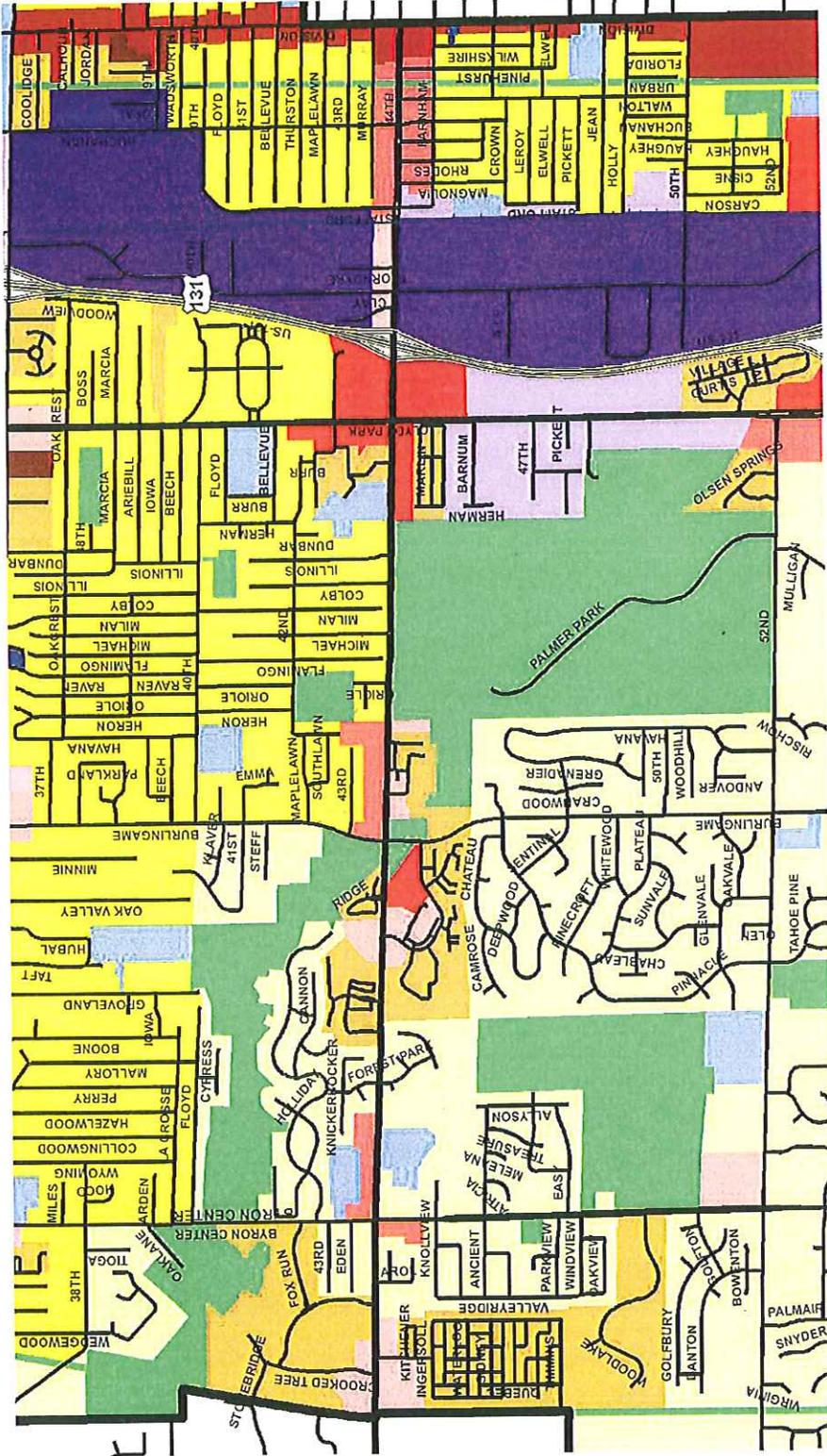
R-3

I-2

I-1

Clyde Park Avenue

FUTURE LAND USE CITY OF WYOMING LAND USE PLAN 2020



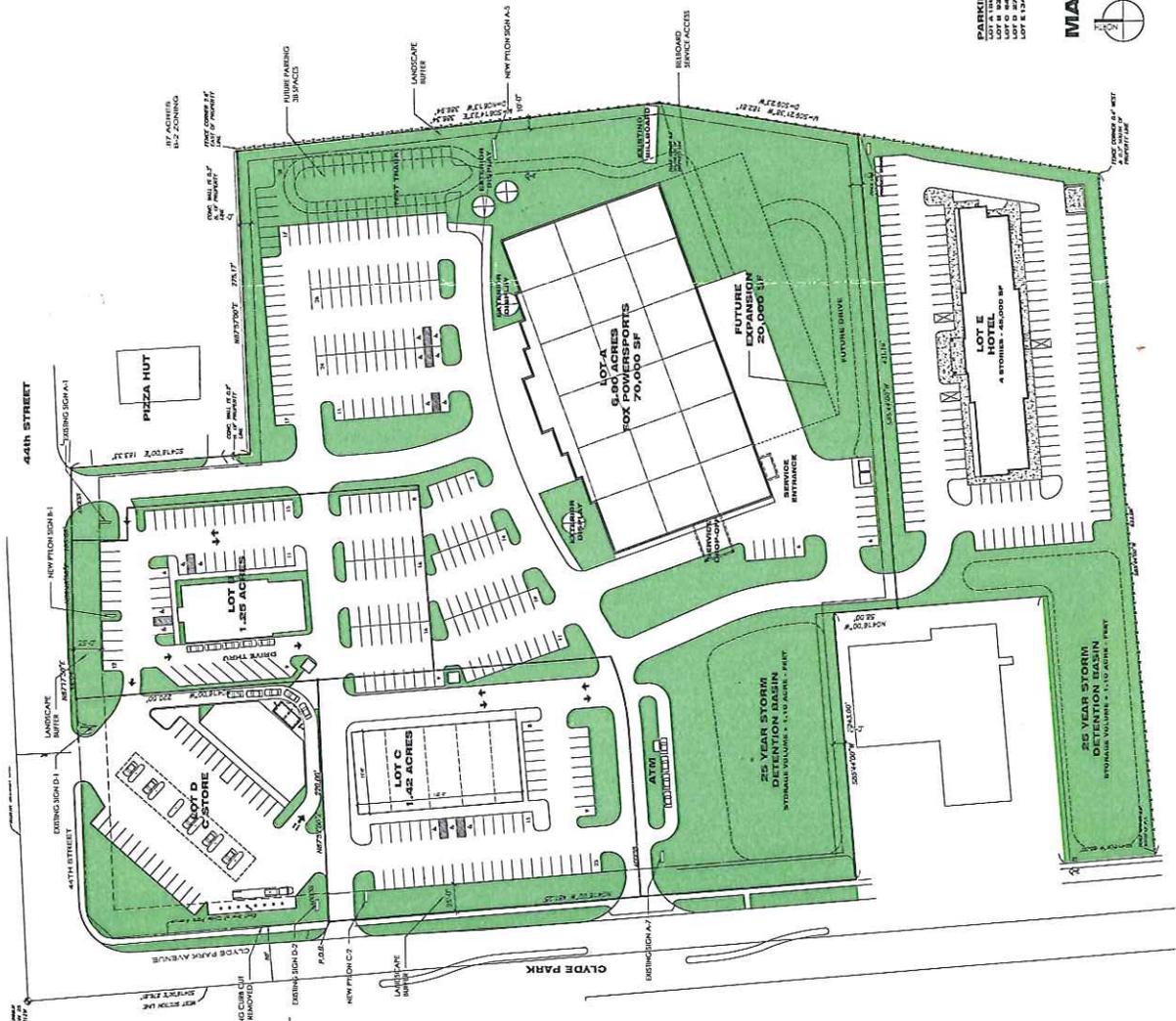
Future Land Use Categories

- Low Density Residential (up to 3.5 units/acre)
- Mixed Residential (up to 4 units/acre)
- Low-Medium Density Residential (3.5 to 6 units/acre)
- Medium-High Density Residential (6 to 16 units/acre)
- High Density Residential (16+ units/acre)
- Neighborhood Commercial
- Office Service
- Community Commercial
- Downtown Center
- Mixed Use
- Division Avenue Commercial
- Medical Villages
- Business Industrial
- General Industrial
- Parks & Open Space
- Schools
- City Buildings

44th Street Corridor
Future Land Use
City of Wyoming
Kent County, MI

Data Sources:
REGIS
Michigan Center for Geographic Information

DATE	DESCRIPTION



PARKING SUMMARY
LOT A 1,500 SPACES + 200 FUTURE SPACES
LOT B 500 SPACES
LOT C 500 SPACES
LOT D 500 SPACES
LOT E 1,000 SPACES

MASTER SITE PLAN

NOT TO SCALE



THIS PLAN IS THE PROPERTY OF JAMES H. CONNOR ARCHITECTS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF JAMES H. CONNOR ARCHITECTS.

4500 Clyde Park, LLC
PO Box 1029
Saugatuck, MI 49453

Mr. Tim Cochran
City of Wyoming
Planning & Development
1155-28th Street SW
Wyoming, MI 49509

Re: 4500 Clyde Park LLC

Dear Mr. Cochran:

We have submitted a rezoning request for property at the southeast corner of 44th and Clyde Park. In accordance with section 405 of the Michigan Zoning Enabling Act, 4500 Clyde Park, LLC as the owner makes the following voluntary offers as a condition to rezoning the property by the City of Wyoming:

1. General compliance with the Master Site Plan dated October 16, 2014. Development of lots B and C, due to unknown users at this time, shall be integrated in design and access with the overall Plan. Site plans for all individual projects shall meet City requirements.
2. Restricting the property to the proposed curb cuts shown on the Master Site Plan unless amended through mutual agreement with the City.
3. Petitioner agrees to modify existing medians in the public streets if such improvements are justified by the traffic impact study and desired by the City and developer to improve site accessibility and overall traffic flow.
4. Develop the overall project site with required irrigated landscaping buffers along 44th and Clyde Park frontages in a manner consistent with other similar projects of this size and scope in the City.

Very truly yours,



Keith P. Walker, Manager

KPW/jit
cc: Steve Fry
Jack Barr
David Rapp

382886_2

ORDINANCE NO. 26-14

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF THE
CITY OF WYOMING BY ADDING SUBSECTION (99) 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 (99) thereto, to read as follows:

- (99) To rezone 16 acres from ER Estate Residential to R-4 Multiple Family (14 acres) and RO-1 Restricted Office (2 acres).

LEGAL DESCRIPTION:

Description of Parcel to be Rezoned from ER to R-4: Part of the SE 1/4 of the SE 1/4 of Section 30, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the SE corner of said Section 30; thence N87°43'44"W 350.03 feet along the South line of said SE 1/4 to the PLACE OF BEGINNING of this description; thence N87°43'44"W 264.97 feet along said South line; thence N00°12'57"E 624.00 feet; thence N87°43'44"W 94.18 feet to Reference Point "A"; thence N87°43'44"W 40 feet, more or less, to the centerline of a creek; thence meandering Northerly along said centerline to its intersection with the North line of the SE 1/4 of said SE 1/4; thence S88°10'22"E 62 feet, more or less, along said North line to Reference Point "B" (Reference Point "B" lies N34°21'27"E 820.62 feet along an intermediate traverse line from aforementioned Reference Point "A"); thence S88°10'22"E 248.26 feet along said North line to East line of said SE 1/4; thence S00°12'57"W 1013.62 feet along said East line; thence N87°43'44"W 350.03 feet; thence S00°12'57"W 308.02 feet to the place of beginning.

Description of Parcel to be Rezoned from ER to RO-1: Part of the SE 1/4 of the SE 1/4 of Section 30, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: BEGINNING at the SE corner of said Section 30; thence N87°43'44"W 350.03 feet along the South line of said SE 1/4; thence N00°12'57"E 308.02 feet; thence S87°43'44"E 350.03 feet to the East line of said SE 1/4; thence S00°12'57"W 308.02 feet along said East line to the place of beginning.

Section 2. This ordinance shall be in full force and effect on the ____ day of January, 2015.

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 January, 2015.

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

November 24, 2014

Ms. Heidi A. Isakson
City Clerk
Wyoming, MI

Subject: Request to rezone 16 acres from ER Estate Residential to R-4 Multiple Family (14 acres) and RO-1 Restricted Office (2 acres).

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 November 18, 2014. A motion was made by Goodheart, supported by Postema, to recommend to City Council approval of the subject rezoning. After discussion, the motion passed 6-1 (Bueche). While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information:

The petitioners desire to construct an apartment complex of up to 208 units on 14 acres. In addition, a two acre parcel at the corner of the street intersection would be rezoned to permit either an office or bank facility. The developer has acknowledged and concurs with the City staff's desire to ensure a high quality residential development at this significant intersection. To this end, the petitioner has voluntarily offered to enter into a development agreement (attached) as a condition of rezoning. If adopted by the City Council, the development agreement would guarantee that only the proposed project would occur. With approval of the rezoning, a detailed site plan for construction of the project will then be submitted for approval to the Planning Commission.

The apartment development would be comprised of one, two and three bedroom units in three story structures. Units will have attached or detached garages. The units will extend from front to back of the building. Rents will range from \$850 to \$1350 per month. The buildings will be articulated, with a façade to a large degree composed of high quality cement fiber instead of vinyl. The buildings are oriented with the narrower building wall facing the streets to diminish their visual impact. A clubhouse overlooking the pond is proposed. Berming, with significant landscaping, will occur along the street frontages. The wetland area along the creek will remain undisturbed with this development. The proposed driveways to

the public streets have been approved through the Engineering Department. A Traffic Impact Analysis, to demonstrate to what extent curbs and stacking lane changes will be needed on Wilson Avenue to accommodate the development, will be required at the time of site plan review.

The City of Wyoming Land Use Plan 2020 was adopted in 2006. It identifies this site (attached) as being appropriate for Medium-High Residential with up to 16 dwelling units per acre. The proposed apartment development is shown at up to 13.9 dwelling units per acre. The overall intent of the Land Use Plan is to provide for a mix of commercial, office and multi-family residential developments along the frontage of Wilson Avenue, with single family subdivisions behind. This concept was derived from the extensive commercial development surrounding the Rivertown Mall at the north end of Wilson Avenue, and the anticipated substantial commercial/office development that will occur at the M-6 interchange at the south end. The property abuts the Costco development to the north. The Land Use Plan also recommends the numerous residential properties along the east side of Wilson Avenue and north of 52nd Street as being appropriate for office development. The proposed rezoning and conceptual development plan generally complies with the adopted Land Use Plan. The proposed two acre RO-1 zoning does not comply. However, such zoning would be compatible with the e RO-1 zoning at the southwest corner of the intersection, and the planned office zoning on the east side of Wilson Avenue.

Under the current ER Estate Residential zoning, the property could be developed as a single family subdivision with lot sizes of a minimum 10,000 square feet. The property would be difficult to develop as a subdivision given the creek on the west side, the pond in the center and the triangular shape of the property. Approximately 30 lots may be possible, but many would back directly to Wilson Avenue.

The adopted Analysis of Impediments and Housing Needs Assessment 2013 identified that the City of Wyoming's "panhandle" would be desirable for new rental housing. The analysis determined that new rental housing would address an unmet demand in the market place. It was also identified that new apartment complexes should fit with the character of surrounding neighborhoods.

The City of Wyoming 2035 Thoroughfare Plan showed a 2009 daily traffic volume of 17,800 trips on Wilson Avenue, with 5700 trips on 52nd Street, adjoining this property. The volumes are projected to increase by 2035 to 24,500 trips on Wilson Avenue and 7600 trips on 52nd Street. The projected 2035 traffic volumes can be readily accommodated under the current street design with a volume/capacity ratio of 0.7.

Conformance with the City of Wyoming Sustainability Principals:

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.

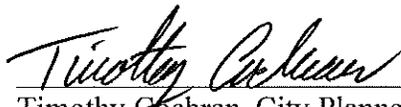
The proposed rezoning will provide for a quality residential development in keeping with the emerging character of Wilson Avenue. The residential development will contribute to the economic and social strength of the City by creating quality rental housing in an area of community need. The apartment complex design is highly functional and respectful of the adjoining creek and wetlands. This development will result in less reconfiguration of the property than would occur with a conventional subdivision. The proposed rezoning conforms to the City of Wyoming sustainability principals.

The Development Review Team suggested the Planning Commission recommend to the City Council the proposed rezoning subject to entering into the development agreement voluntarily offered by the petitioner.

At the public hearing there were four nearby property owners, and one letter, in opposition to the proposed rezoning. Their concerns pertained to the perceived negative impacts of apartments and additional traffic.

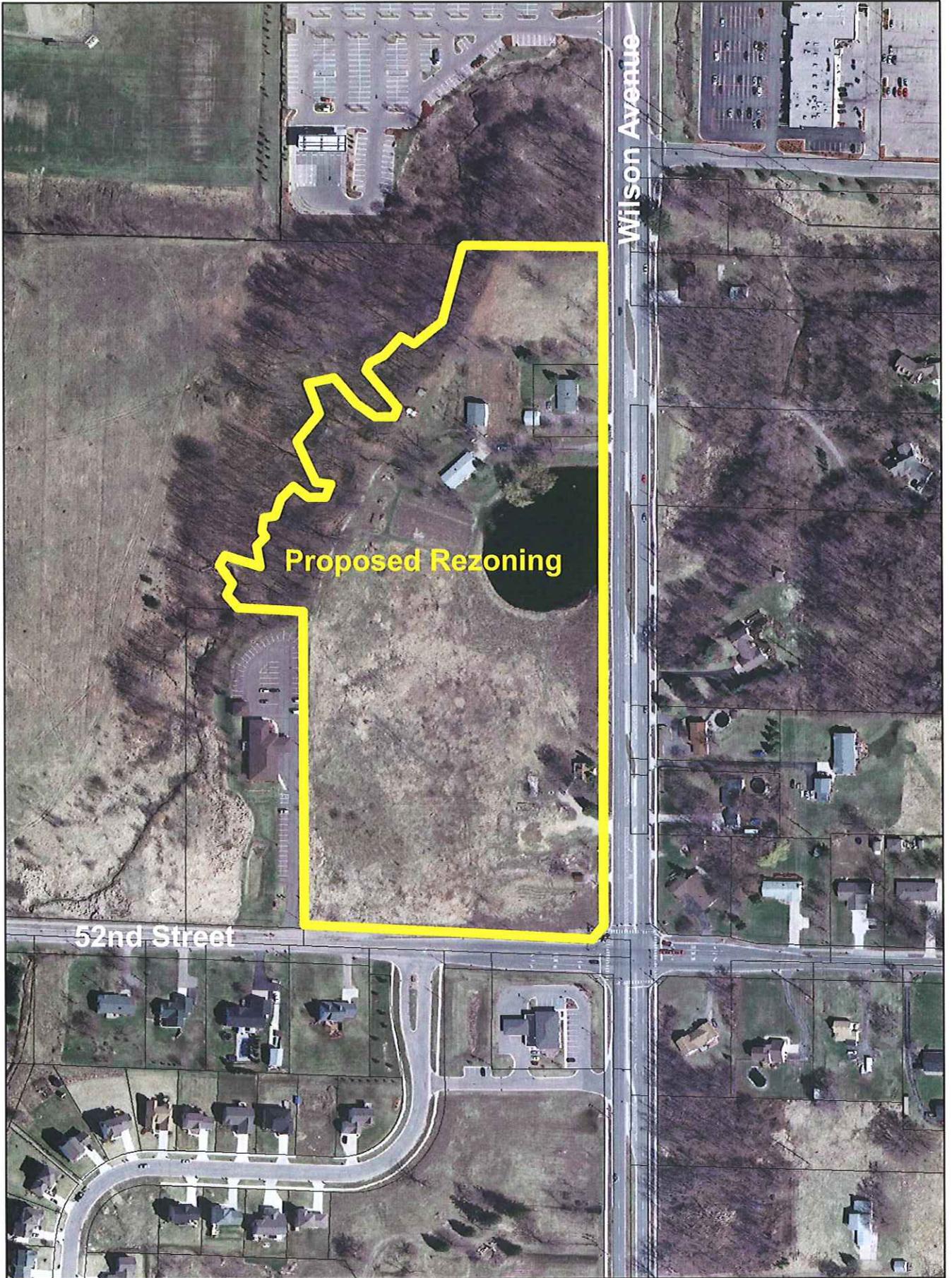
A motion was made by Goodheart, supported by Postema, to recommend to City Council the proposed rezoning subject to entering into the development agreement voluntarily offered by the petitioner. During discussion, the petitioner voluntarily offered to restrict the development to the 192 apartment units shown on the exhibit. The motion carried 6-1 (Bueche).

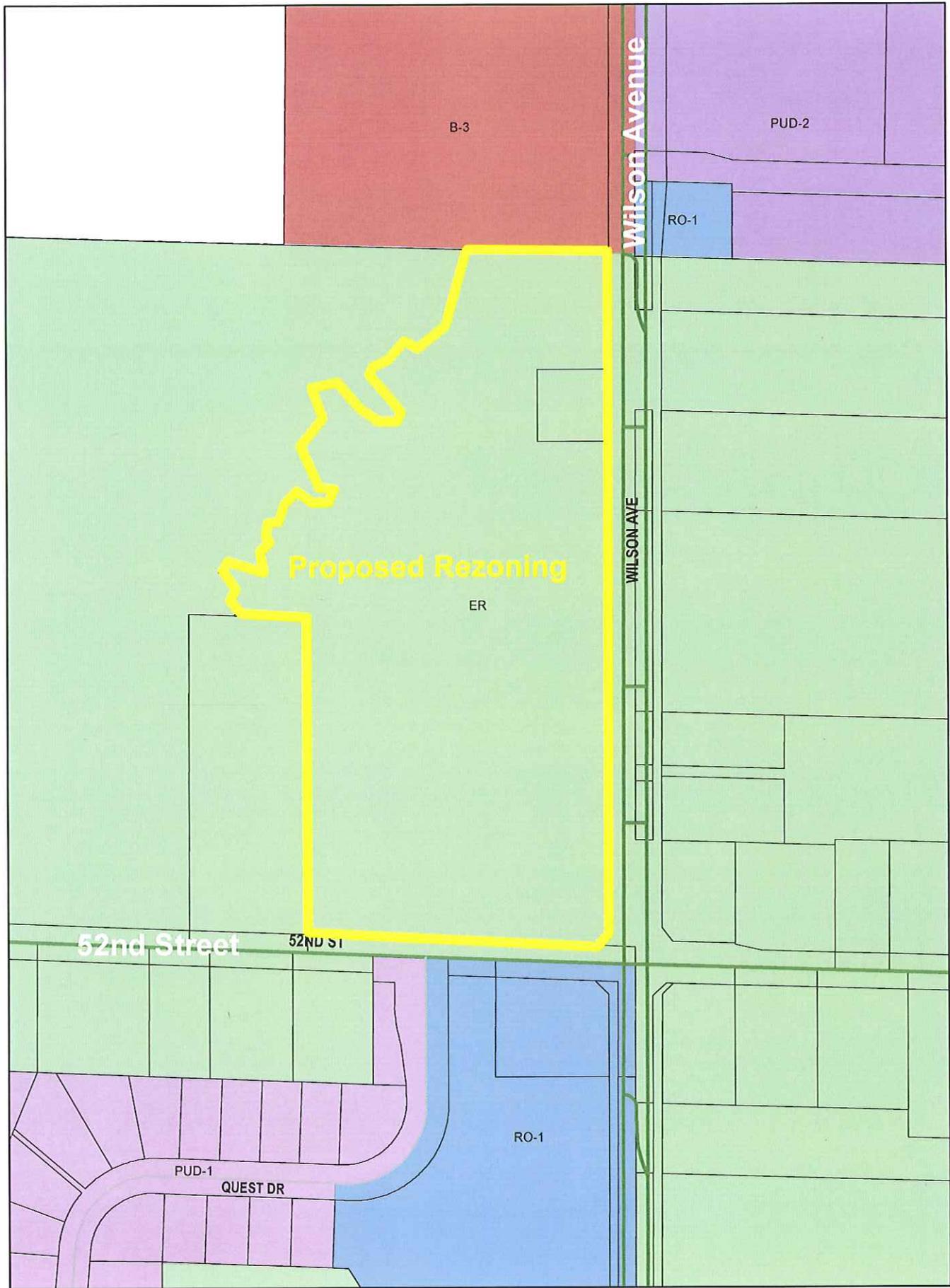
Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

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





B-3

PUD-2

RO-1

Proposed Rezoning

ER

52nd Street

52ND ST

PUD-1

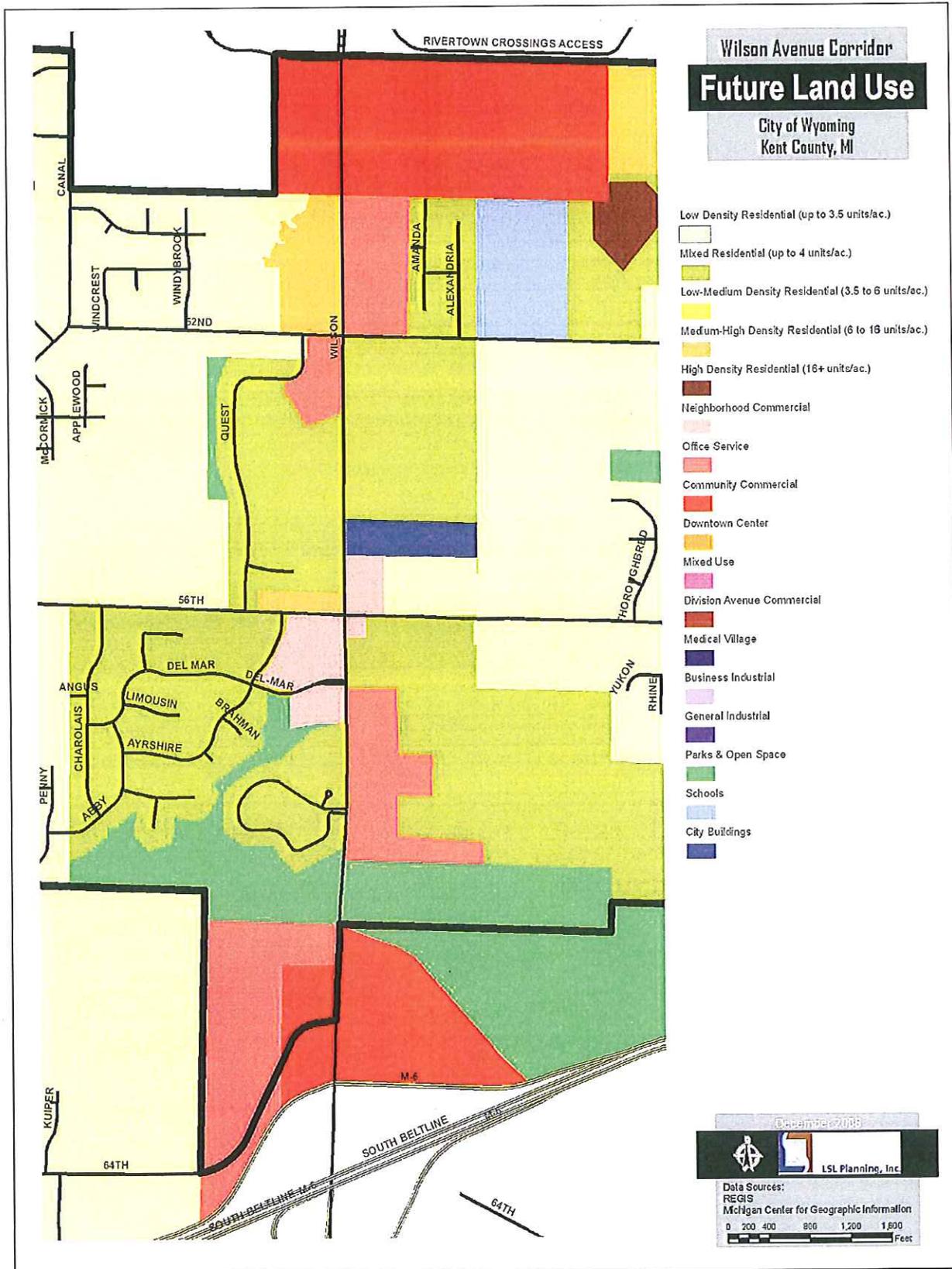
QUEST DR

RO-1

Wilson Avenue

WILSON AVE

FUTURE LAND USE
CITY OF WYOMING LAND USE PLAN 2020



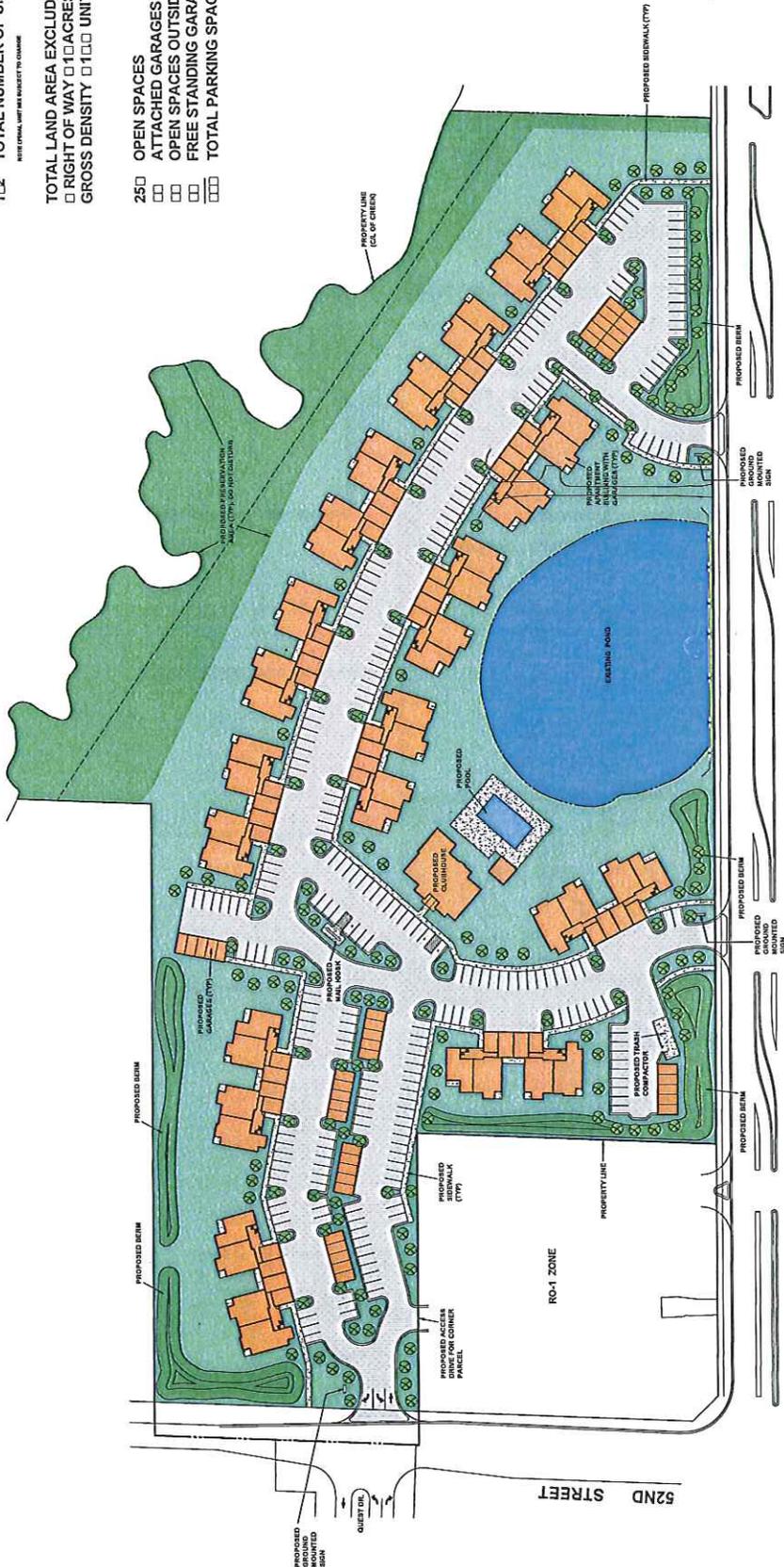
PROJECT SUMMARY

- ONE BEDROOM UNITS
- TWO BEDROOM UNITS
- THREE BEDROOM UNITS
- 1/2 TOTAL NUMBER OF UNITS

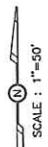
SEE OTHER SHEETS FOR DETAILS

- TOTAL LAND AREA EXCLUDING RO-1
- RIGHT OF WAY □ ACRES
- GROSS DENSITY □ UNITS / ACRE

- 25 □ OPEN SPACES
- ATTACHED GARAGES
- OPEN SPACES OUTSIDE ATTACHED GARAGES
- FREE STANDING GARAGES
- TOTAL PARKING SPACES (2 □ SPACES / UNIT)



WILSON AVENUE



"THE HAVEN"

FOR: AMERICAN KENDALL PROPERTIES LLC RE: 22ND & WILSON
 ATTN: MICHAEL KENDALL
 10000 WILSON AVENUE SUITE 730
 INDIANAPOLIS, IN 46268
 IN: PART OF THE SE 1/4, SECTION 30, T6N, R12W,
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

Staxel engineering, Inc.
 PLANNERS • ENGINEERS • SURVEYORS
 10000 WILSON AVENUE SUITE 730
 INDIANAPOLIS, IN 46268
 TEL: 317.552.1100 FAX: 317.552.1101
 WWW.STAXEL.COM

DATE: 10/20/11	REV: 01	DATE: 10/20/11	REV: 02
DESIGNED BY: J. STAXEL	CHECKED BY: J. STAXEL	DATE: 10/20/11	REV: 01
DRAWN BY: J. STAXEL	DATE: 10/20/11	REV: 01	DATE: 10/20/11
PROJECT NO: 11-001	SHEET NO: 1	TOTAL SHEETS: 1	DATE: 10/20/11

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is executed this _____ day of December, 2014 between the **CITY OF WYOMING**, a Michigan Municipal Corporation, whose address is 1155 – 28th Street S.W., Wyoming, Michigan 49509 (the "**City**") and **AMERICAN KENDALL PROPERTIES, LLC**, an Indiana Limited Liability Company, whose address is 8910 Purdue Road, Suite 730, Indianapolis, Indiana 46268, or assigns (the "**Developer**")

RECITALS

A. The Developer owns or has the right to own thirteen and 8/10 (13.8) acres of real property commonly known as The Haven in the City of Wyoming, Kent County, Michigan (the "**Property**"), more specifically described on the attached **Exhibit A**.

B. Developer has requested the opportunity to develop the Property for up to Two Hundred Eight (208) dwelling units as conceptually depicted on the attached **Exhibit B** (the "**Project**") submitted with the Developer's Application for Rezoning.

C. In reliance on their mutual promises and in order to memorialize their understanding, the parties have agreed to enter into this Agreement.

AGREEMENT

For good and valuable consideration including, but not limited to, the covenants and pledges contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Conditions of Approval. Pursuant to a voluntary offer by the Developer in accordance with the provisions of section 405 of the Michigan Zoning Enabling Act (MCL 125.3405), the Project shall be developed in accordance with that voluntary offer as contained in this Agreement. The Project will be subject to and is conditioned upon action by the City Council. This Agreement shall only become effective if the City rezones the Property to R-4 Multiple-Family Residential District. The City is not obligated hereby to rezone the Property.

Section 2. Compliance with Laws, Ordinances, Permits. Developer agrees to construct, install, and operate the Project in accordance with approvals received from governmental entities with applicable jurisdiction. In constructing the Project, Developer agrees to comply with all state and local laws, ordinances, and regulations as well as the terms of this Agreement. Without

limiting the preceding sentence, it is understood and agreed that except as expressly provided for herein, development of the Project must comply with the City's adopted Zoning Ordinance.

Section 3. Compliance with City Approvals. Without limiting the provisions of Section 2, the Developer agrees to design, develop, construct and operate the Project in accordance with this Agreement and the Exhibits attached and any and all approvals received from the City and/or its various bodies, officers, departments and commissions including, without limitation, any approved final plans approved pursuant to this Agreement as well as the terms and conditions of this Agreement.

Section 4. Final Plan Sequencing. Prior to the issuance of building permits for the Project, the Developer shall submit for the review and approval of the City Planning Commission a final site plan. In their review of the final site plan, the Planning Commission shall rely on the standards of review contained in the City Zoning Ordinance. Approval of the final site plans presented shall not be unreasonably withheld or delayed.

Section 5. Amendments to Final Plans. Major changes to a final site plan shall be applied for by the Developer to the City and any major changes approved shall be: (1) identified as a separate addendum to this Agreement which shall be signed by all parties and recorded with the Kent County Register of Deeds and (2) noted on the final site plan which notation shall be signed by the City with the date of the approval of the amendment. Any change not considered a minor change shall be considered a major change. The Planning Director, in accordance with the Zoning Ordinance and the subsections below, shall determine whether the change is major or minor. Any approved minor change shall be noted on the final plan, which notation shall be signed by the Planning Director with the date of the approval of the amendment. "Minor changes" shall include, but not be limited to, the following:

- (1) Movement of buildings or other structures by no more than ten feet (10');
- (2) Changes permitted, required or requested by the City or other governmental regulatory agency in order to conform to other laws, or regulations or
- (3) A decrease in the size of a building.

Section 6. Public Utilities. Public electricity, telephone, gas, water and sanitary sewer service ("Public Utilities") shall be provided by the City to all units in the Project. Public Utilities (except streetlights) shall be installed and maintained underground if required by the City. Prior to issuing any building permits for the Project a complete grading and utility plan for the Project shall be submitted for the review and approval of the City Engineer.

Section 7. Stormwater. The Developer shall apply for and obtain the approval of the Kent County Drain Commission for the Project which, if any, are subject to the jurisdiction of the Kent County Drain Commission. All other stormwater improvements shall be subject to the review and approval of the City Engineer.

The parties have executed this Agreement on the day and year first above written.

CITY OF WYOMING

Carol S. Sheets
Its Mayor

Heidi A. Isakson
Its Clerk

Acknowledged before me in Kent County, Michigan on this _____ day of August, 2008, by Carol S. Sheets and Heidi A. Isakson, Mayor and City Clerk, respectively, of the City of Wyoming, a Michigan Municipal Corporation, on behalf of the City.

Notary Public, _____ County, Michigan
My commission expires: _____

DEVELOPER

By: Michael R. Speedy
Its Managing Member

Acknowledged before me in Marion County, Michigan, on this _____ day of December, 2014, by Michael R. Speedy, Managing Member of American Kendall Properties, LLC, an Indiana Limited Liability Company, on behalf of the company.

Notary Public, Marion County, Indiana
My commission expires: _____

Prepared by:
American Kendall Properties, LLC
8910 Purdue Road
Suite 730
Indianapolis, IN 46268