

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, NOVEMBER 2, 2015, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor David Christian, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the Regular Meeting of October 19, 2015
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m. To Consider Approval of an Amendment to Industrial Development District
273 for Michigan Turkey Producers
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Birgit Klohs and Brad Comment from The Right Place, Inc.
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
 1. Letter from TMGB Wilson, LLC Regarding Proposed Reserve at Rivertown
- 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 Alice St. Clair for Her Service as a Member of the WKTV Commission of the City of Wyoming
 - b) Of Appreciation to Jonathan Bushen for His Service as a Member of the WKTV Commission of the City of Wyoming
 - c) To Appoint Ellen Bristol as a Member of the WKTV Commission for the City of Wyoming
 - d) To Appoint Renee Gardner as a Member of the Community Enrichment Commission for the City of Wyoming
 - e) To Appoint Kathy Pupel as a Member of the Community Enrichment Commission for the City of Wyoming
 - f) To Appoint Laura Arends as a Member of the Community Enrichment Commission for the City of Wyoming

- g) To Authorize Members of the City Council to Attend the Grand Valley Metro Council Quarterly Luncheon
- h) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate for Michigan Turkey Producers in the City of Wyoming (November 16, 2015 at 7:01 p.m.)

15) Resolutions

- i) To Amend Industrial Development District 273 for Michigan Turkey Producers in the City of Wyoming
- j) To Amend the Employment Contract Between the City of Wyoming and the Wyoming City Employees Union
- k) To Accept a SAW Grant and to Authorize the City Manager to Sign a SAW Grant Agreement

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

- l) To Approve a Five-Year Commitment to The Right Place, Inc. for the Years 2015 Through 2020
- m) To Authorize the Purchase of Supplies from IDEXX Laboratories for Microbiological Analysis

17) Ordinances

- 10-15 To Amend Sections 90-951 and 90-952 of the Code of the City of Wyoming (Car Wash Establishments) (First Reading)
- 11-15 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (102) Thereto to Rezone 98.4 Acres from ER Estate Residential (66.9 acres), B-2 General Business (9.5 acres), B-1 Local Business (15.7 acres) and RO-1 Restricted Office (6.3 acres) to PUD-1 Low Density Planned Unit Development (3828-56th Street, 3950-56th Street, 3952-56th Street, 5700 Wilson Avenue, 5850 Wilson Avenue, 5950 Wilson Avenue, 5972 Wilson Avenue, 5988 Wilson Avenue, 6002 Wilson Avenue, 6010 Wilson Avenue and 6030 Wilson Avenue) (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

October 29, 2015

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

Re: TMGB Wilson, LLC proposed Reserve at Rivertown

City Council Members:

TMGB Wilson, LLC presented a PUD rezoning and development plan for the Reserve at Rivertown to the City of Wyoming Planning Commission. The original PUD that was approved in 2001 consisted of 450 units on 114.4 acres and the proposed plan is adding nearly 100 acres to the original PUD, which will provide the city all the assurances necessary to be certain that the project will be developed according to the high standards required by the PUD ordinances. Based on all the effort on behalf of the city's team and the development team at Granger Group over the last 12+ months of discussions, the plan as presented has been significantly tailored to align with the long-term vision for this corridor, which was adopted by the city after significant input provided by local residents and surrounding land owners in 2006.

Throughout the process of working with city staff and the city's Development Review Team (DRT), affirmation was provided for the proposed PUD and development plan prior to submitting the request to the Planning Commission. The PUD and development plan meet all the required guidelines of the city's ordinances and the 2020 Land Use Plan approved in 2006. It has been the intent all along to meet and exceed the expectations. However, after a very healthy discussion at three Planning Commission meetings, the action taken by the Planning Commission last week was to recommend denial of the rezoning request based on concerns from local residents due to the density of rental units.

TMGB Wilson, LLC is requesting that the City Council refer the PUD rezoning request back to the Planning Commission for further review based on changes to the request that TMGB Wilson, LLC will make to align with the communities request for decreased rental density.

TMGB Wilson, LLC is planning to make certain modifications to the development plan that would reduce the overall number of non-owner occupied units in an effort to show a commitment to the long-term vision of the city. We would also like to provide additional clarity to the plans for the future community amenities and open spaces that can be more clearly defined. In an effort to be well-prepared for the Planning Commission review, we would request the opportunity to engage in further discussions with city staff and the DRT to come up with a more acceptable plan that we can modify prior to engaging in formal review by the Planning Commission and City Council.

We have appreciated the collaborative effort with the City of Wyoming and feel that we will be able to present a long-term plan that will become the largest mixed-use project within our community. This project will be constructed with a quality that compares to Metro Health Village, a project that continues to be developed by Granger Group.

If there are any other outstanding questions, please feel free to let me know.

Sincerely,

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the left.

Jason Granger, Representative
TMGB Wilson, LLC

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO ALICE ST. CLAIR FOR HER SERVICE
AS A MEMBER OF THE WKTV COMMISSION
OF THE CITY OF WYOMING

WHEREAS:

1. Alice St. Clair has served faithfully and effectively as a member of the WKTV Commission since May 19, 2014.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Alice St. Clair for her dedicated service as a member of the WKTV 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 November 2, 2015.

Kelli A Vandenberg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO JONATHAN BUSHEN FOR HIS SERVICE
AS A MEMBER OF THE WKTV COMMISSION
OF THE CITY OF WYOMING

WHEREAS:

1. Jonathan Bushen has served faithfully and effectively as a member of the WKTV Commission since April 2, 2012.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Jonathan Bushen for his dedicated service as a member of the WKTV 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 November 2, 2015.

Kelli A VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT ELLEN BRISTOL AS A MEMBER OF
THE WKTV COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Ellen Bristol has submitted an application requesting appointment to the WKTV Commission for the City of Wyoming.
2. A vacancy exists in a regular term ending June 30, 2018 on the WKTV Commission.
3. City Council wishes to appoint Ellen Bristol as a member to the WKTV Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Ellen Bristol as a member of the WKTV Commission for the regular term ending June 30, 2018.

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 November 2, 2015.

Kelli A. Vandenberg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT RENEE GARDNER AS A MEMBER OF
THE COMMUNITY ENRICHMENT COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Renee Gardner has submitted an application requesting appointment to the Community Enrichment Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2018 on the Community Enrichment Commission.
3. It is the desire of the City Council that Renee Gardner be appointed to fill that unexpired term on the Community Enrichment Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby appoint Renee Gardner as a member of the Community Enrichment Commission of the City of Wyoming for the unexpired term ending June 30, 2018.

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 November 2, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT KATHY PUPEL AS A MEMBER OF
THE COMMUNITY ENRICHMENT COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Kathy Pupel has submitted an application requesting appointment to the Community Enrichment Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2018 on the Community Enrichment Commission.
3. It is the desire of the City Council that Kathy Pupel be appointed to fill that unexpired term on the Community Enrichment Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby appoint Kathy Pupel as a member of the Community Enrichment Commission of the City of Wyoming for the unexpired term ending June 30, 2018.

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 November 2, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT LAURA ARENDS AS A MEMBER OF
THE COMMUNITY ENRICHMENT COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Laura Arends has submitted an application requesting appointment to the Community Enrichment Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2016 on the Community Enrichment Commission.
3. It is the desire of the City Council that Laura Arends be appointed to fill that unexpired term on the Community Enrichment Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby appoint Laura Arends as a member of the Community Enrichment Commission of the City of Wyoming for the unexpired term ending June 30, 2016.

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 November 2, 2015.

Kelli A. Vandenberg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO ATTEND THE
GRAND VALLEY METRO COUNCIL QUARTERLY LUNCHEON

WHEREAS:

1. The Grand Valley Metro Council Quarterly Luncheon will be held in Grand Rapids, MI on November 18, 2015.
2. It is the desire of the City Council that Wyoming be represented at the luncheon.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council are hereby authorized to attend the Grand Valley Metro Council Quarterly Luncheon in Grand Rapids.
2. That Councilmembers will submit their expense reports at the conclusion of the conference for approval at the next regular City Council meeting.

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 November 2, 2015

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR
MICHIGAN TURKEY PRODUCERS IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District Number 273, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 21784 on June 6, 2005, and amended Industrial Development District 273, under Act 198, Public Acts of 1974 to include the properties located at 1191 Freeman Ave SW and 1043 Freeman Ave SW.
2. The City Council approved a conditional transfer of property agreement with the City of Grand Rapids for properties located at 1191 Freeman Ave SW and 1043 Freeman Ave SW, Grand Rapids, MI, 49503, on September 21, 2015 with resolution number 25247.
3. Michigan Turkey Producers 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 273, with an estimated cost of \$9,000,000.00 for real property to be located at 1100 Hall St SW.
4. 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 Michigan Turkey Producers, for an Industrial Facilities Exemption Certificate shall be held at 7:01 p.m. on November 16, 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, and a representative of each affected taxing unit, and shall be 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 November 2, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Staff Report

Resolution No. _____

Staff Report

Date: October 13, 2015
Subject: Michigan Turkey Producers
From: Jennifer Stowell, Administrative Assistant to the City Manager
Meeting Date: November 2, 2015

Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to Michigan Turkey Producers based on the City of Wyoming's Economic Development Policy.

Sustainability Criteria:

Environmental Quality – Michigan Turkey Producers 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 Michigan Turkey Producers and provide additional employment opportunities to the area.

Discussion:

Michigan Turkey Producers has conducted business in the City of Wyoming for 15 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:	1100 Hall St SW Wyoming, MI 49503
Personal Property:	\$ 0.00
Real Property:	\$ 9,000,000.00
Estimated Jobs:	16 new jobs 150 retained jobs
Starting date of project:	October 2015

Michigan Turkey Producers plans on adding an additional 35,000 square feet to their current building located at 1100 Hall St SW. This will allow for the addition of high speed packaging

equipment and also will house all dry goods (packaging, film, corrugate boxes, etc.) which are currently stored in another part of the existing facility. Once dry goods are relocated to the newly built warehouse, the current storage site will be converted to raw and finished good cooler, the new packaging lines and (eventually) 2 new slicing lines with post-pasteurization. The expansion will eliminate constraints in the area of raw meat staging, cooked meat staging and pack-out. Eventually the additional slicing lines will enable the company to increase the footprint in the sliced meats arena which is mostly chain restaurants.

Budget Impact:

The estimated first year tax savings for Michigan Turkey Producers, which is located in the Godfrey-Lee school district, is \$133,742.93.

RESOLUTION NO. _____

RESOLUTION TO AMEND INDUSTRIAL DEVELOPMENT DISTRICT 273
FOR MICHIGAN TURKEY PRODUCERS IN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming has the authority to amend Industrial Development Districts within the City of Wyoming under the provisions of Act 198 of Public Acts of 1974, as amended.
2. The City Council established Industrial Development District 273 located at 1100 Hall Street SW, Wyoming, MI on June 5, 2005 with resolution number 21784.
3. The City Council approved a conditional transfer of property agreement with the City of Grand Rapids for properties located at 1191 Freeman Avenue SW and 1043 Freeman Avenue SW, Grand Rapids, MI, 49503, on September 21, 2015 with resolution number 25247.
4. Michigan Turkey Producers has requested that the City amend Industrial Development District 273 to include its property located at 1191 Freeman Avenue SW and 1043 Freeman Avenue SW, Grand Rapids, MI, 49503, as legally described on the attachment.
5. Staff reviewed the request and found that the project to be located within the district will promote the economic health of the community by encouraging private capital investment and creating new employment opportunities in the City of Wyoming.
6. Staff recommends that the City Council amend this district.
7. A public hearing was held on November 2, at 7:01 p.m., at which time the property owners of real property within the proposed amended district and all residents and taxpayers of the City of Wyoming were afforded the opportunity to be heard.
8. The City Council believes it is in the public interest of the City of Wyoming to amend the district.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council amends Industrial Development District Number Two Hundred Seventy Three (273) in the City of Wyoming, Kent County, Michigan, under the provisions of Act 198 of the Public Acts of 1974 as amended, for real and personal property at 1100 Hall Street SW, Wyoming, 1191 Freeman Avenue SW and 1043 Freeman Avenue SW, Grand Rapids, MI, 49503, as legally described on the attachment.

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 November 2, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: October 13, 2015
Subject: Michigan Turkey Producers
From: Jennifer Stowell, Administrative Assistant to the City Manager
Meeting Date: November 2, 2015

Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to Michigan Turkey Producers based on the City of Wyoming’s Economic Development Policy.

Sustainability Criteria:

Environmental Quality – Michigan Turkey Producers 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 Michigan Turkey Producers and provide additional employment opportunities to the area.

Discussion:

Michigan Turkey Producers has conducted business in the City of Wyoming for 15 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:	1100 Hall St SW Wyoming, MI 49503
Personal Property:	\$ 0.00
Real Property:	\$ 9,000,000.00
Estimated Jobs:	16 new jobs 150 retained jobs
Starting date of project:	October 2015

Michigan Turkey Producers plans on adding an additional 35,000 square feet to their current building located at 1100 Hall St SW. This will allow for the addition of high speed packaging

equipment and also will house all dry goods (packaging, film, corrugate boxes, etc.) which are currently stored in another part of the existing facility. Once dry goods are relocated to the newly built warehouse, the current storage site will be converted to raw and finished good cooler, the new packaging lines and (eventually) 2 new slicing lines with post-pasteurization. The expansion will eliminate constraints in the area of raw meat staging, cooked meat staging and pack-out. Eventually the additional slicing lines will enable the company to increase the footprint in the sliced meats arena which is mostly chain restaurants.

Budget Impact:

The estimated first year tax savings for Michigan Turkey Producers, which is located in the Godfrey-Lee school district, is \$133,742.93.

EXHIBIT A

Legal Descriptions

Address: 1100 Hall St SW, Wyoming, MI

Tax Parcel No.: 41-17-02-201-009

Legal Description:

PART OF N 1/2 OF SEC COM AT NW COR OF NE 1/4 TH E ALONG N SEC LINE TO W LINE OF FREEMAN AVE / 30 FT WIDE/ TH SLY ALONG W LINE OF SD AVE TO NLY LINE OF CONRAL RR R/W /50 FT WIDE/ TH NWLY ALONG SD RR R/W TO CL OF PLASTER CREEK TH NLY ALONG SD CL TO N SEC LINE TH E TO BEG * SEC 2 T6N R12W 4.99 A.

Address: 1191 Freeman Ave SW, Grand Rapids, MI 49503

Tax Parcel No.: 41-13-35-300-011

Legal Description:

S 105.0 FT OF W 200.0 FT OF E 263.50 FT OF W 1/2 W 1/2 SE 1/4 * SEC 35 T7N R12W 0.48 A.

Address: 1043 Freeman Ave SW, Grand Rapids, MI 49503

Tax Parcel No.: 41-13-35-300-013

Legal Description:

PART OF E 1/2 SWFRL 1/4 & PART OF W 1/2 W 1/2 SE 1/4 COM AT S 1/4 COR TH N 89D 18M 35S W ALONG S SEC LINE 76.41 FT TO CL OF PLASTER CREEK TH N 44D 08M 00S W 590.76 TO INT OF CL OF SD CREEK & SELY LINE OF C&O RR R/W TH N 47D 41M 00S E ALONG SELY LINE OF SD RR R/W 333.38 FT TH S 42D 19M 00S E 587.24 FT TH N 80D 21M 08S E 229.28 FT TH N 47D 41M 14S E 276.52 FT TO WLY LINE OF FREEMAN AVE /80 FT WIDE/ TH S 2D 04M 00S E ALONG WLY LINE OF SD AVE 335.0 FT TO N LINE OF S 105 FT OF SE 1/4 TH 90D 00M 00S W ALONG SD N LINE 200.0 FT TO W LINE OF E 263.50 FT OF W 1/2 W 1/2 SE 1/4 TH S 2D 04M 00S E ALONG SD W LINE 105.0 FT TO S SEC LINE TH 90D 00M 00S W ALONG S SEC LINE 400.48 FT TO BEG * SEC 35 T7N R12W 7.39 A.

11/2/15

Human Resources/KMB

RESOLUTION NO. _____

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

WHEREAS:

1. Resolution 24267, dated September 4, 2012, was adopted by the Wyoming City Council approving an Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union.
2. The City Manager recommends the City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union to add the classification of Asset Management Coordinator as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the above amendment to the Wyoming City Employees Union Classification and Wage Schedule and authorizes the City Manager to execute the attached Memorandum of Understanding.

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 November 2, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Memorandum of Understanding

Memorandum

Resolution No. _____

MEMORANDUM OF UNDERSTANDING

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

1. The classification of Asset Management Coordinator is added to the bargaining unit.
2. The classification will be placed in the following range of the Classification and Salary Schedule in effect for the bargaining unit employees:

	Range	Minimum	Maximum
Asset Management Coordinator	G71	\$26.81	\$32.46

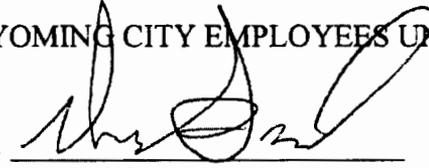
3. The above change to the Classification and Salary Schedule is subject to approval by the Wyoming City Council.
4. The Asset Management Coordinator position is a grant-funded position and was developed after the Stormwater, Asset Management, and Wastewater Grant was awarded to the City. Continued employment in this position is contingent upon the City of Wyoming receiving grant funds to pay for this position.
5. In the event the grant is not renewed, the employee hired under the grant will be subject to layoff.
6. Article 7, Section 2 (F) and (G) and Article 8, Sections 1 and 2 of the collective bargaining agreement shall not apply to this position.

CITY OF WYOMING

WYOMING CITY EMPLOYEES UNION

By: _____

Curtis Holt
Its: City Manager

By:  _____

Daniel Gard
Its: President

Date: _____

Date: 10-27-2015

Memorandum

To: William Dooley, PE, Director of Public Works
From: Myron Erickson, PE, Deputy Director of Public Works
Date: 19 October 2015
Re: Asset Management Coordinator Job Description, Proposed

As you may recall, the State of Michigan has started requiring development of asset management programs at wastewater treatment plants. Beginning in 2015, the discharge permits issued in Michigan under the Clean Water Act contain language requiring asset management as a condition of discharge compliance. Wyoming's discharge permit expires in October, 2015, and we fully expect to see the asset management language present in the renewed permit. We feel strongly that asset management is the prudent way to manage public utilities moving into the future. The State recognizes that the expense can be significant, however, so they established the Stormwater, Asset Management, & Wastewater (SAW) grant program to reimburse municipalities for the costs incurred in the development of an asset management program.

On September 15, 2015, the City's application for its SAW grant was approved by the Michigan Department of Environmental Quality (MDEQ). The project total is \$1,188,252, which includes a match of \$130,396 from us. The matching funds were anticipated and we budgeted for this expense in FY 2016. The time period for eligible grant costs is January, 2013, to October, 2018. A grant agreement is expected from the Michigan Finance Authority in October, 2015, and the grant award is expected in November, 2015.

With the recent and on-going merging of administrative and supervisory roles in the Utilities Department, I do not believe we have the capacity to handle what will be required of us under an asset management program. Therefore, part of our grant application was a justification of funds to be used to hire an Asset Management Coordinator. The cost of this position would be funded by the grant during its duration. With your approval, we recommend the attached proposed job description be approved and the position be added to the City's Classification and Salary Schedule for the Wyoming City Employee's Union. Human Resources has conducted a wage survey and is recommending G71 as the classification level with our concurrence. We anticipate grant-related activities starting in November when funds are disbursed, so we would like to act expeditiously and get the position approved and filled as soon as practicable.

Memorandum Human Resources
City of Wyoming

To: Dan Gard, President Wyoming City Employees Union
From: Kristen Bosker, Human Resources Specialist
Date: October 26, 2015
RE: Asset Management Coordinator

We will be submitting a request to City Council to add the classification of Asset Management Coordinator to the Classification and Salary Schedule for the Wyoming City Employees Union.

This request comes after the receipt of the Stormwater, Asset Management, and Wasterwater (SAW) Grant. The grant application included justification to hire an Asset Management Coordinator which will be funded by the grant during its duration. Human Resources completed a wage study and determined that the job classification should be added to the bargaining unit at the range listed below:

	<u>Hourly Wage</u>	
	<u>Minimum</u>	<u>Maximum</u>
G 71 Asset Management Coordinator	\$26.51	\$32.16

The addition of this classification will require the approval of the attached Memorandum of Understanding between the City of Wyoming and the Wyoming City Employees Union. In the event the grant is not renewed, the employee hired under the grant will be subject to layoff. Please contact me if you have any questions.

Attachments: Job Description for Asset Management Coordinator
Memorandum of Understanding

Cc: Bill Dooley, Director of Public Works
Myron Erickson, Deputy Director of Public Works
Kim Oostindie, Director of Human Resources

11/2/15

Clean Water Plant/ME/KSH

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A SAW GRANT AND TO AUTHORIZE
THE CITY MANAGER TO SIGN A SAW GRANT AGREEMENT

WHEREAS:

1. The City of Wyoming Clean Water Plant will be required to implement an approved Asset Management Program in its next NPDES discharge permit issued by the State of Michigan.
2. The City of Wyoming Clean Water Plant has applied for and received a Stormwater, Asset Management, and Wastewater (SAW) Grant in the amount of \$1,057,856 for the purpose of establishing an approved Asset Management Program.
3. A budget transfer to manage the funds can be done at a later date.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the SAW Grant from the State of Michigan and authorizes the City Manager to sign the agreement.

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 November 2, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Agreement

Resolution No. _____



Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW) GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of November 24, 2015, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the City of Wyoming, County of ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

Curtis Holt, City Manager
Name/Title of Authorized Representative
1155 28th St. SW
Address
Wyoming, MI 49509
Address
616-530-7265
Telephone number

GRANT INFORMATION:

Project Name: Sanitary Sewage System AMP
Project #: 1535-01
Amount of Grant: \$ 1,057,856
Amount of Match \$ 130,396
Project \$ 1,188,252 (grant plus match)
Start Date: 1/1/2013 End Date: 10/1/2018

DEQ REPRESENTATIVE:

Sonya T. Butler, Chief
Name/Title
525 West Allegan St., PO Box 30473
Address
Lansing, MI 48909-7973
Address
(517) 373-2161
Telephone number
Butlers2@michigan.gov
E-mail address

AUTHORITY REPRESENTATIVE:

Mary G. Martin, Executive Director, MFA
Name/Title
430 W. Allegan St., Austin Building
Address
Lansing, MI 48922
Address
(517) 335-0994
Telephone number
treas_bondfinance@michigan.gov
E-mail

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

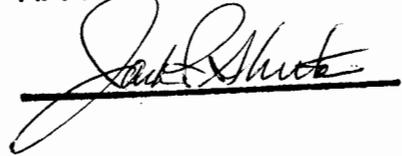
Signature of Grantee

November 24, 2015

Date

Name and title (typed or printed)

APPROVED AS TO FORM:



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

November 24, 2015

Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer

November 24, 2015

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

October 6, 2015

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

October 6, 2015

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

(B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

(A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.

October 6, 2015

(B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

(A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of

October 6, 2015

the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the

October 6, 2015

Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

"(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided."

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminate the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted

October 6, 2015

government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

October 6, 2015

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

October 6, 2015

SAW Grant Program

Exhibit A

Grantee: City of Wyoming

Project Name: Wastewater Asset Management Plan

DEQ Approved Grant Amount: \$1,057,856 (One Million Fifty-seven Thousand Eight Hundred Fifty-six Dollars)

Time Period for Eligible Costs: Start Date January 2013

End Date October 2018

Description of Approved Project Scope:

Preparation of a Wastewater Asset Management Plan.

DEQ Approved Project Costs	
1. Project Planning Costs	\$0
2. Design Engineering Costs	\$0
3. User Charge System Development Costs	\$0
4. Wastewater Asset Management Plan Costs	\$1,188,252
5. Stormwater Asset Management Plan Costs	\$0
6. Stormwater Management Plan Costs	\$0
7. Innovative Wastewater and Stormwater Technology Costs	\$0
8. Disadvantaged Community Construction Costs	\$0
9. Eligible Cost Subtotal	\$1,188,252
10. LESS Local Match (if applicable)	\$130,396
11. Requested SAW Grant Amount (Line 9 minus Line 10)	\$1,057,856

The following services have been determined to be ineligible for SAW Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

NASSCO training and related workshops in the amount of \$43,956 is not eligible since sanitary sewer televising was not included in the scope of the grant.

RESOLUTION NO. _____

RESOLUTION TO APPROVE A FIVE-YEAR COMMITMENT TO
THE RIGHT PLACE, INC. FOR THE YEARS 2015 THROUGH 2020

WHEREAS:

1. The Right Place is the regional economic development organization for the Greater Grand Rapids Area, providing comprehensive location and expansion services for advanced manufacturing, technology and life sciences firms.
2. The Right Place is a non-profit organization funded by investors in its economic development efforts, with 80% of the funding coming from private firms and 20% coming from local government and foundations.
3. The City of Wyoming has invested in The Right Place investment campaigns for the past 30 years and is seeking a commitment from the City of Wyoming of \$20,000/year over the next five years.
4. The monies will be budgeted in the Economic Development account number 101-400-72800-956000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve a five-year commitment to The Right Place with a commitment of \$20,000/year.
2. The City Council does hereby authorize the City Manager to execute the Commitment agreement.

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 November 2, 2015.

ATTACHMENTS:

Letter
Commitment Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

BOARD OF DIRECTORS

CHAIR

Richard C. Breon
Spectrum Health

VICE-CHAIR

Brian Walker
Herman Miller, Inc.

TREASURER

Sean Welsh
The PNC Financial Services Group

Rick Baker

Grand Rapids Area Chamber of Commerce

Daryl J. Delabbio

Kent County

Doug DeVos

Amway Corp.

James E. Dunlap

Huntington National Bank

Dennis Eldson

SpartanNash

Steven C. Endler, Ed.D.

Grand Rapids Community College

Dan Gaydos

MLive Media Group

Thomas J. Hoas, Ph.D.

Grand Valley State University

Brian Harris

BTHarris Consulting LLC

Bryan Harrison

Caledonia Township

Richard Haslinger

Chase

John T. Hendrickson

Pentigo Company plc

Peter Hungerford

ADAC Automotive

Sandy Jelinaki

Lake Michigan Credit Union

William Johnson

Representing The Fremont Area
Community Foundation

Mitchell Joppich

PricewaterhouseCoopers LLP

James P. Keane

Steelcase Inc.

John C. Kennedy

Autocom Medical

Birgit M. Kloha

The Right Place, Inc.

Blake W. Krueger

Wolverine World Wide, Inc.

Daniel J. Malone

Consumers Energy

Paul McCarthy

Rhoades McKee PC

Hank Mejer

Mejer, Inc.

Lawrence J. Murphy

Varnum Law

Craig A. Mutch

Miller Johnson

Richard J. Pappas, Ed.D.

Davenport University

John C. Porterfield

Commerce Bank

Aron Sousa, M.D.

Michigan State University

Rob Spohr

Representing the Montcalm Economic Alliance

Mark Stiers

DTE Gas

Greg Sundstrom

City of Grand Rapids

Chris Thelen

Representing the Ionia County Economic Alliance

David Van Andel

Van Andel Institute

Michelle Van Dyke

11th Third Mortgage Company

Ike VanGessel

lockford Construction Company, Inc.

Iouglas E. Wagner

Vamer Norcross & Judd LLP



October 9th, 2015

Mr. Curtis L. Holt
City Manager
City of Wyoming
PO Box 905
1155 28th Street SW
Wyoming, MI 49509

Dear Curtis,

Thank you for your longtime support and recent investment of \$90,000 for Campaign VI. Your support of The Right Place has been invaluable to our efforts to enhance the economic vitality of our region. For 30 years, The Right Place has provided the expert leadership necessary to advance the West Michigan economy. Since our founding, The Right Place has spurred over 40,000 jobs and nearly \$4 billion in capital investment. It is an extraordinary return for the many businesses and municipalities that have invested in our organization.

Going forward, The Right Place will build on our past successes, as well as undertake new initiatives, to continue to drive the West Michigan economy forward. We respectfully ask that a renewal reinvestment of \$100,000 be considered (\$20,000/yr. over five years). To thank your commitment, please complete the enclosed form and return to The Right Place.

Your ongoing investment will yield a direct return in the form of new capital investment, new jobs and new disposable income into the West Michigan region. The Right Place will continue to grow the regional economy, working closely with our existing companies to retain them in our community, assist with business expansions, and attract new companies to the area.

Please let me know if you have any questions or would like to discuss your renewal. I greatly appreciate your consideration and look forward to your reply.

Sincerely,

Birgit M. Kloha
President & CEO

Brad Comment
Vice President, Fund Development

Enclosure

1 Commitment Amount & Tax Information

Yes, I will commit \$ 100,000.00 to: Check One Below

Your payments for the benefit of The Right Place, Inc. can be made payable to either of two organizations. If no box is checked, payments will automatically default to The Right Place, Inc.

The Right Place, Inc. I understand this is not deductible as a charitable contribution.

The Right Place, Inc. has been approved as an IRS Section 501 (c) (6) entity. As such, donors may **not** deduct charitable contributions made directly to The Right Place, Inc.

The Right Place Foundation* I understand this is unrestricted support for current activities.

The Right Place Foundation was incorporated for the purpose of receiving funds exclusively for charitable purposes as defined by IRS Section 501 (c) (3). The Foundation's sole member is The Right Place, Inc. Payments to The Right Place Foundation **are** deductible as a charitable contribution. *Check **MUST** be made payable to **The Right Place Foundation**

2 Payment Schedule

Please make commitment and checks payable as follows:

- Enclosed is my first investment of \$ _____.
- This pledge will be paid in 5 installments over 5 years.

Please send reminders beginning November 2015 as follows:
Month Year

- Annually Semi-Annually Quarterly Other _____

3 Contact Information

Curtis Holt City Manager holtc@wyomingmi.gov
Primary Contact Name Title Email

Heidi Isakson Dep. City Manager _____
Secondary Contact Name Title Email

City of Wyoming 616-530-7272
Organization Phone

1155 28th Street, SW PO Box 905
Address

Wyoming MI 49509-0905
City State Zip

www.Wyomingmi.gov. _____
Website URL Industry

4 Acknowledgement Waiver & Signature

Public Acknowledgement: I/we request that our investment **not** be recognized in newsletters, social media, and on the Right Place website. _____ (initials)

Primary Signature

Date

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF SUPPLIES FROM
IDEXX LABORATORIES FOR MICROBIOLOGICAL ANALYSIS

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended that the City Council authorize the purchase of laboratory supplies from IDEXX Laboratories.
2. The laboratory uses two proprietary IDEXX methods known as QuantiTray and Sim Plate in the testing of drinking water and IDEXX Laboratories is the sole source for these products.
3. It is estimated that the annual expenditure for laboratory supplies from IDEXX Laboratories will total approximately \$70,000.00. Funds are available in the Water Fund/Water Utility Pumping & Treatment – Lab Services Operating Supplies account number 591-591-55310-740000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of laboratory supplies from IDEXX Laboratories for microbiological analysis.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.
3. The City Council does hereby authorize the City Manager to acknowledge acceptance future purchases of supplies for microbiological analysis from IDEXX Laboratories in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 2, 2015.

ATTACHMENT:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: October 27, 2015
Subject: IDEXX Purchases
From: Jaime Petrovich, Utilities Lab Manager
Meeting Date: November 2, 2015

RECOMMENDATION:

It is recommended that purchases from IDEXX continue to be allowed on an as-needed basis, up to an estimated amount of \$70,000.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Water Treatment Plant is actively engaged in the protection of the public health of Wyoming’s citizens. A large part of this work is conducting laboratory analysis to quantifiably document our treatment success and compliance with regulatory requirements. The IDEXX testing techniques use materials that are recyclable.

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

Economic Strength – By maintaining our own independent laboratories in the Utilities Department, we are able to keep our costs as low as possible, while generating more analytical data in which we have higher confidence. The methods the laboratory currently uses are less labor intensive and give a faster turnaround time than other available methods. Some supplies must be purchased from IDEXX because they are an exclusive provider (i.e. testing media, QuantiTray, and SimPlate). Other supplies (i.e. sample bottles, sterile dilution water) are purchased from IDEXX to provide standardization across methods.

DISCUSSION:

The WTP laboratory goes through a considerable amount of consumable supplies to conduct regulatory compliance and process control testing and monitoring. The one type of supply that is likely to be used at a rate that would exceed \$8500 on an annual basis is related to microbiological analysis. We currently use methods known as QuantiTray and SimPlate, which are proprietary technologies and do not have other alternatives available in the market. Therefore, their manufacturer (IDEXX) is our sole source for these supplies. These techniques are approved by the USEPA for use in generating reportable drinking water data, and give us greater accuracy with less labor and turnaround time. For the purpose of standardization, we also purchase sample bottles, Coliform testing media, and sterile dilution water from IDEXX.

BUDGET IMPACT:

We have a standing order for one case of IDEXX QuantiTrays (100 trays/case), six cases of bottles (200 bottles/case), four boxes of Colilert media (200 tests/box), seven cases of sterile dilution water (10 bottles/case), and six SimPlate kits (100 tests/kit) every month. We periodically order an additional box of something if we're running low, but the standing order pretty much covers our needs.

The cost is \$5,291.17 for product plus \$181.59 for shipping, for a monthly total of \$5,472.76. The grand total for the year is \$65,673.12.

Allowing for the extra order in case of emergencies or an increase in sample load would put us at a **maximum annual expense of \$70,000 per year, including shipping.** I recommend that the Council provide approval to continue to make this purchase on an as-needed basis. The ledger account 591-591-55310-740000 is the account we use for these purchases.



Henry McCall (Operator 1) performing microbiological analysis using IDEXX SimPlate.



Regulatory compliance drinking water samples collected in IDEXX sterile bottles.



IDEXX SimPlates and QuantiTray samples in the incubator.

ORDINANCE NO. 10-15

AN ORDINANCE TO AMEND SECTIONS 90-951 AND 90-952
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-951 [Principal permitted uses] of the Code of the City of Wyoming is hereby amended by adding Subsection (w) thereto, to read as follows:

(w) Car wash establishments

Section 2. That Section 90-952 [Special uses] of the Code of the City of Wyoming is hereby amended by adding Subsection (13) thereto, to read as follows:

(13) Car wash establishments

Section 3. 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 regular session of the City Council held on the _____ day of November, 2015.

Kelli A. VandenBerg
Wyoming City Clerk

October 22, 2015

MAYOR
Jack A. Poll

AT-LARGE COUNCILMEMBER
Sam Bolt

AT-LARGE COUNCILMEMBER
Kent Vanderwood

AT-LARGE COUNCILMEMBER
Dan Burrill

1ST WARD COUNCILMEMBER
William A. VerHulst

2ND WARD COUNCILMEMBER
Richard K. Pastoor

3RD WARD COUNCILMEMBER
Joanne M. Voorhees

CITY MANAGER
Curtis L. Holt

Ms. Kelli Vandenberg
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Ordinance Section 90-951-952
PUD-3 Planned Health Care District Permitted Uses and
Special Uses to allow a car wash establishment.

Recommendation: To deny the subject Zoning Ordinance amendment request.

Dear Ms. Vandenberg:

The above referenced request was reviewed by the Wyoming Planning Commission at their regular meeting on October 20, 2015. A motion was made by Weller, supported by Postema, to recommend to City Council denial of the Zoning Ordinance amendment. The motion passed 6-1. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information:

Proposed Amendment:

The petitioner desires to amend the PUD-3 Planned Health Care District permitted or special uses to include car wash establishments. A Southland Auto Wash facility is desired to be constructed at the southeast corner of Byron Center Avenue and Metro Way (see attached statement and preliminary plan). If the Zoning Code is amended to either allow the use by-right, or by special use approval, then detailed plans would be submitted to the City for approval.

Planned Health Care District:

In 2001, the City began working closely with Metro Health on the creation of a unique health care campus. Subsequently, standards were created in the Zoning Ordinance establishing the PUD-3 district and regulations. In 2003 the property was rezoned. The initial developmental concept for the campus established the hospital at the center, with office and related uses surrounding to the north, east and south. To the west an urban village was intended extending to Byron Center Avenue. As Metro Health Village began construction, and new and unforeseen development proposals came forward, the PUD continued to evolve. The land use arrangement on the campus is now nearly fully realized, and is now most clearly represented on the attached Site Condominium Plan.

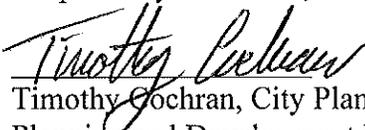
When the PUD-3 district was created, it was decided to allow only B-1 Local Business uses in the commercial area which can be generalized as those uses which occur entirely within a building. There was no intent to allow the far more ranging B-2 General Business uses, which include auto related businesses. In Wyoming, a car wash establishment is a special approval use only in the B-2 General Business District and one context area of the Form Based Code district. A Zoning Code amendment did occur in the PUD-3 district to allow a C-store in combination with the Family Fare Grocery. The desire for a grocery to service this area, along with the Spartan Store connection to the YMCA, were influences in this decision. In addition, the opportunity for drive through restaurants was recently added to the district, as it was throughout all commercial areas of the City. This was not done to necessarily endorse national franchise fast food chains, but to acknowledge that drive through services can be integrated into an urban setting with proper design.

Development Review Team Considerations:

Staff is concerned that the development of a car wash at Metro Health Village would change the essential character of the developing commercial area from the desired urban form. Nearby B-2 zoned areas, such as along Wilson Avenue and M-6, or along Clyde Park Avenue south of 54th Street, would permit this use. The high traffic volumes on Byron Center Avenue, along with the high employment and visitations for health services, makes the frontage properties highly desirable for businesses that can capture this traffic. Such uses generally do not contribute to the overall character of unique places. The desired car wash site was approved by the Planning Commission in 2007 for a Macatawa Bank. Other office, or commercial uses more appropriate for the Metro Health Village are available.

The Development Review Team suggested the Planning Commission recommend to the City Council denial of the subject Zoning Ordinance amendment. At the public hearing, one person spoke in support of the potential business. Two other letters in support were also obtained. Motion by Weller, supported by Postema, to recommended to the City Council denial of the proposed Zoning Ordinance amendment. After discussion, the motion passed 6 – 1 (Bueche).

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

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

REQUEST FOR AMENDMENT TO PUD-3 TO ACCOMMODATE
A CARWASH

JM Land Holdings, LLC, a Michigan limited liability company, is requesting an amendment to Article XXVII, Section 90-952 of the City of Wyoming Zoning Ordinance (Planned Health Care District) to include a car wash establishment as an allowed use within the PUD-3 district. The car wash establishment would be operated by Southland Auto Wash. Mark Ellis owns JM Land Holdings, LLC, and Southland Auto Wash.

JM Land Holdings, LLC is under contract to purchase the property located at 5980 Metro Way from Macatawa Bank, a Michigan banking corporation. The site is vacant land located at the southeast corner of Metro Way and 68th Street. JM Land is proposing to develop the property as an automated, enclosed exterior wash, along with a self-service vacuum area. The site is currently zoned PUD-3 and does not include car washes as an allowed use. Therefore, JM Land is seeking an amendment to the ordinance to include this use, either as a permitted use or a special use. JM Land's basis for requesting the City to amend the PUD zoning is set forth below.

PUD-3, identified as Planned Health Care District, encompasses the Metropolitan Hospital, accompanying campus and surrounding areas. Although the PUD-3 does not include car washes, the PUD was recently amended to introduce certain uses not originally included within the PUD which uses have characteristics similar to a car wash use. For instance, in June 2014, drive-thru restaurants were added as an allowable use in the PUD as a special use with Planning Commission approval. This type of use, like a car wash, involves periods of time with increased levels of transient traffic compared to principle permitted uses in the PUD. Historical concerns with vehicle stacking and noise have diminished in the fast food restaurant industry, as the result of beneficial use of buffer areas, screening by way of natural materials, and more efficient ingress/egress routes. Similarly, Southland Auto Wash operations, with over 65 years of experience in the car wash business, have mastered the process of managing traffic at all times, including peak times through multiple traffic lanes and other features. The automated wash proposed in this application is comparable to and would have similar impact as the drive-thru restaurants allowable by special use permit under the PUD.

High quality development, design and operations are foundational elements of the PUD. Southland Auto Wash would satisfy these characteristics. Southland Auto Wash operates a state-of-the-art car wash at all of its six locations in West Michigan, including one located at 1259 28th Street, SW, in Wyoming. This Wyoming wash boasts a successful 51-year history of operating in Wyoming, one of the oldest business enterprises in the City. Southland Auto Wash developments are very intentionally designed for and have proven records of efficiently moving and managing substantial volumes of vehicles through the wash. Southland washes are marked by efficient traffic circulation and harmonious integration with surrounding properties, consistent with the PUD goals. Southland Auto Wash developments incorporate energy efficient design, including cutting-edge water recycling technology and high-tech automated operations, in meticulously maintained and managed facilities. As a result, Southland Auto Wash enjoys exceptional customer satisfaction and loyalty. Southland Auto Wash would bring all of these first rate qualities to the development at 5980 Metro Way, making the proposed use very compatible with the existing office, retail and service providers within the PUD.

Additionally, 5980 Metro Way is geographically well-suited for a car wash. Byron Center Avenue is the main connector joining the north and south portions of the City. M6 travelers utilize Byron Center Avenue as their north/south access. The wash would be a convenient service located within this growing and progressive south gateway to the City.

The purpose of a PUD is to allow certain desired uses of property with conditions that are relevant for the surrounding area and broader development goals of the community. Southland Auto Wash operations are an excellent candidate for this type of flexible zoning approach. The car wash would provide a valuable service to consumers while operating within conditions which maintain harmony with the progressive and evolving development of a vital commercial district within West Michigan.

JM Land Holdings respectfully requests an amendment to the PUD-3 zone to accommodate a car wash establishment either as a permitted use or a special use. Mark Ellis looks forward to expanding his business presence in the City of Wyoming.

October 20, 2015

Wyoming Planning Commission
RE Application to amend PUD-3
5980 Metro Way SE

Dear Planning Commission:

Our application to amend the PUD-3 is to request the specific use of a premier car wash facility. We plan to build a state of the art car wash following Green Globes, Energy Star and Leed construction standards and operating principles. This site will be our most advanced facility from both a technical and an architectural perspective, and will be a model for future Southland buildings.

We get requests from people in this part of Wyoming as well as the nearby outlying areas for car wash service on an almost daily basis. Our business will draw shoppers to the campus and its other businesses, offices, and facilities. Southland is not just any car wash, we are recognized nationally as a leader in technological innovation, and were ranked in 2014 as one of the top 50 car wash companies in the country. We are one of the oldest business to have stayed in Wyoming continuously since 1964.

We believe that this project fits perfectly on the site selected, which is physically separated from the rest of the campus by Metro Way Drive. This provides a site with easily controlled ingress and egress. The site has enough room to manage traffic even on the busiest days without negatively impacting any of the other businesses or drives.

The Lake Michigan Credit Union next door will have 3 drive through lanes, I believe. Because of the nature of banking today, much of which is done from the car, there is very little difference between an LMCU site and a Southland site as far as traffic flow and traffic management.

We believe that the changes to the PUD to allow service stations and drive through restaurants, although done with restrictions in mind, show that a car wash built to the quality standards we intend would be a great fit for the campus. A development of this size begs for services such as gasoline, restaurants, and car washes to complement the other uses and the people using the campus. And we feel that the site we have selected, south of Metro Way, is the perfect site to allow a car wash without impacting negatively the look, feel, or use of the campus in any way.

We respectfully request that you approve our request to include a car wash establishment within the PUD-3 zone district.

Thank you,

Mark Ellis



PROPOSED Site Condominium Plan
of

METRO HEALTH VILLAGE

WYOMING, MICHIGAN

Owner:
METRO HEALTH VILLAGE LLC
METROPOLITAN HOSPITAL
Grand Rapids, Michigan
616.252.4752

Prepared By:
Excel Engineering Inc.
4242 Clyde Park Avenue
Wyoming, Michigan 49509
616.531.3660
AUGUST 2, 2005

NO. 6, 2005 - New, per proposed (see
plan sheet 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,
13, 14, 15, 16, 17, 18, 19, 20, 21, 22,
23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34,
35, 36, 37, 38, 39, 40, 41, 42, 43, 44,
45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55,
56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66,
67, 68, 69, 70, 71, 72, 73, 74, 75, 76,
77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87,
88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98,
99, 100, 101, 102, 103, 104, 105, 106, 107,
108, 109, 110, 111, 112, 113, 114, 115, 116,
117, 118, 119, 120, 121, 122, 123, 124, 125,
126, 127, 128, 129, 130, 131, 132, 133, 134,
135, 136, 137, 138, 139, 140, 141, 142, 143,
144, 145, 146, 147, 148, 149, 150, 151, 152,
153, 154, 155, 156, 157, 158, 159, 160, 161,
162, 163, 164, 165, 166, 167, 168, 169, 170,
171, 172, 173, 174, 175, 176, 177, 178, 179,
180, 181, 182, 183, 184, 185, 186, 187, 188,
189, 190, 191, 192, 193, 194, 195, 196, 197,
198, 199, 200, 201, 202, 203, 204, 205, 206,
207, 208, 209, 210, 211, 212, 213, 214, 215,
216, 217, 218, 219, 220, 221, 222, 223, 224,
225, 226, 227, 228, 229, 230, 231, 232, 233,
234, 235, 236, 237, 238, 239, 240, 241, 242,
243, 244, 245, 246, 247, 248, 249, 250, 251,
252, 253, 254, 255, 256, 257, 258, 259, 260,
261, 262, 263, 264, 265, 266, 267, 268, 269,
270, 271, 272, 273, 274, 275, 276, 277, 278,
279, 280, 281, 282, 283, 284, 285, 286, 287,
288, 289, 290, 291, 292, 293, 294, 295, 296,
297, 298, 299, 300, 301, 302, 303, 304, 305,
306, 307, 308, 309, 310, 311, 312, 313, 314,
315, 316, 317, 318, 319, 320, 321, 322, 323,
324, 325, 326, 327, 328, 329, 330, 331, 332,
333, 334, 335, 336, 337, 338, 339, 340, 341,
342, 343, 344, 345, 346, 347, 348, 349, 350,
351, 352, 353, 354, 355, 356, 357, 358, 359,
360, 361, 362, 363, 364, 365, 366, 367, 368,
369, 370, 371, 372, 373, 374, 375, 376, 377,
378, 379, 380, 381, 382, 383, 384, 385, 386,
387, 388, 389, 390, 391, 392, 393, 394, 395,
396, 397, 398, 399, 400, 401, 402, 403, 404,
405, 406, 407, 408, 409, 410, 411, 412, 413,
414, 415, 416, 417, 418, 419, 420, 421, 422,
423, 424, 425, 426, 427, 428, 429, 430, 431,
432, 433, 434, 435, 436, 437, 438, 439, 440,
441, 442, 443, 444, 445, 446, 447, 448, 449,
450, 451, 452, 453, 454, 455, 456, 457, 458,
459, 460, 461, 462, 463, 464, 465, 466, 467,
468, 469, 470, 471, 472, 473, 474, 475, 476,
477, 478, 479, 480, 481, 482, 483, 484, 485,
486, 487, 488, 489, 490, 491, 492, 493, 494,
495, 496, 497, 498, 499, 500, 501, 502, 503,
504, 505, 506, 507, 508, 509, 510, 511, 512,
513, 514, 515, 516, 517, 518, 519, 520, 521,
522, 523, 524, 525, 526, 527, 528, 529, 530,
531, 532, 533, 534, 535, 536, 537, 538, 539,
540, 541, 542, 543, 544, 545, 546, 547, 548,
549, 550, 551, 552, 553, 554, 555, 556, 557,
558, 559, 560, 561, 562, 563, 564, 565, 566,
567, 568, 569, 570, 571, 572, 573, 574, 575,
576, 577, 578, 579, 580, 581, 582, 583, 584,
585, 586, 587, 588, 589, 590, 591, 592, 593,
594, 595, 596, 597, 598, 599, 600, 601, 602,
603, 604, 605, 606, 607, 608, 609, 610, 611,
612, 613, 614, 615, 616, 617, 618, 619, 620,
621, 622, 623, 624, 625, 626, 627, 628, 629,
630, 631, 632, 633, 634, 635, 636, 637, 638,
639, 640, 641, 642, 643, 644, 645, 646, 647,
648, 649, 650, 651, 652, 653, 654, 655, 656,
657, 658, 659, 660, 661, 662, 663, 664, 665,
666, 667, 668, 669, 670, 671, 672, 673, 674,
675, 676, 677, 678, 679, 680, 681, 682, 683,
684, 685, 686, 687, 688, 689, 690, 691, 692,
693, 694, 695, 696, 697, 698, 699, 700, 701,
702, 703, 704, 705, 706, 707, 708, 709, 710,
711, 712, 713, 714, 715, 716, 717, 718, 719,
720, 721, 722, 723, 724, 725, 726, 727, 728,
729, 730, 731, 732, 733, 734, 735, 736, 737,
738, 739, 740, 741, 742, 743, 744, 745, 746,
747, 748, 749, 750, 751, 752, 753, 754, 755,
756, 757, 758, 759, 760, 761, 762, 763, 764,
765, 766, 767, 768, 769, 770, 771, 772, 773,
774, 775, 776, 777, 778, 779, 780, 781, 782,
783, 784, 785, 786, 787, 788, 789, 790, 791,
792, 793, 794, 795, 796, 797, 798, 799, 800,
801, 802, 803, 804, 805, 806, 807, 808, 809,
810, 811, 812, 813, 814, 815, 816, 817, 818,
819, 820, 821, 822, 823, 824, 825, 826, 827,
828, 829, 830, 831, 832, 833, 834, 835, 836,
837, 838, 839, 840, 841, 842, 843, 844, 845,
846, 847, 848, 849, 850, 851, 852, 853, 854,
855, 856, 857, 858, 859, 860, 861, 862, 863,
864, 865, 866, 867, 868, 869, 870, 871, 872,
873, 874, 875, 876, 877, 878, 879, 880, 881,
882, 883, 884, 885, 886, 887, 888, 889, 890,
891, 892, 893, 894, 895, 896, 897, 898, 899,
900, 901, 902, 903, 904, 905, 906, 907, 908,
909, 910, 911, 912, 913, 914, 915, 916, 917,
918, 919, 920, 921, 922, 923, 924, 925, 926,
927, 928, 929, 930, 931, 932, 933, 934, 935,
936, 937, 938, 939, 940, 941, 942, 943, 944,
945, 946, 947, 948, 949, 950, 951, 952, 953,
954, 955, 956, 957, 958, 959, 960, 961, 962,
963, 964, 965, 966, 967, 968, 969, 970, 971,
972, 973, 974, 975, 976, 977, 978, 979, 980,
981, 982, 983, 984, 985, 986, 987, 988, 989,
990, 991, 992, 993, 994, 995, 996, 997, 998,
999, 1000, 1001, 1002, 1003, 1004, 1005, 1006,
1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014,
1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022,
1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030,
1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038,
1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046,
1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054,
1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062,
1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070,
1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078,
1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086,
1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094,
1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102,
1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110,
1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118,
1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126,
1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134,
1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142,
1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150,
1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158,
1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166,
1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174,
1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182,
1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190,
1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198,
1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206,
1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214,
1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222,
1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230,
1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238,
1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246,
1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254,
1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262,
1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270,
1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278,
1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286,
1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294,
1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302,
1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310,
1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318,
1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326,
1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334,
1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342,
1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350,
1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358,
1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366,
1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374,
1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382,
1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390,
1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398,
1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406,
1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414,
1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422,
1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430,
1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438,
1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446,
1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454,
1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462,
1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470,
1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478,
1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486,
1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494,
1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502,
1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510,
1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518,
1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526,
1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534,
1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542,
1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550,
1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558,
1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566,
1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574,
1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582,
1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590,
1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598,
1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606,
1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614,
1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622,
1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630,
1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638,
1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646,
1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654,
1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662,
1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670,
1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678,
1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686,
1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694,
1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702,
1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710,
1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718,
1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726,
1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734,
1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742,
1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750,
1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758,
1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766,
1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774,
1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782,
1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790,
1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798,
1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806,
1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814,
1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822,
1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830,
1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838,
1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846,
1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854,
1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862,
1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870,
1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878,
1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886,
1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894,
1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902,
1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910,
1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918,
1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926,
1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934,
1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942,
1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950,
1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958,
1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966,
1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974,
1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982,
1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990,
1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998,
1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006,
2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014,
2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022,
2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030,
2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038,
2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046,
2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054,
2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062,
2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070,
2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078,
2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086,
2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094,
2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102,
2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110,
2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118,
2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126,
2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134,
2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142,
2143, 214

ORDINANCE NO. 11-15

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF THE
CITY OF WYOMING BY ADDING SUBSECTION (102) 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 (102) thereto, to read as follows:

- (102) To rezone 98.4 acres from ER Estate Residential (66.9 acres), B-2 General Business (9.5 acres), B-1 Local Business (15.7 acres) and RO-1 Restricted Office (6.3 acres) to PUD-1 Low Density Planned Unit Development. (3828-56th Street, 3950-56th Street, 3952-56th Street, 5700 Wilson Avenue, 5850 Wilson Avenue, 5950 Wilson Avenue, 5972 Wilson Avenue, 5988 Wilson Avenue, 6002 Wilson Avenue, 6010 Wilson Avenue and 6030 Wilson Avenue)

LEGAL DESCRIPTION:

See attached.

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

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 11-15

ATTACHMENT TO ORDINANCE 11-15

DESCRIPTION - AREA "A" (ER TO PUD)

PART OF THE SOUTHWEST 1/4 OF SECTION 32, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 32; THENCE SOUTH 89.20'00" EAST 208.71 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 32 TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 89.20'00" EAST 534.67 FEET ALONG SAID EAST-WEST 1/4 LINE OF SECTION 32; THENCE SOUTH 00°05'41" EAST 165.00 FEET; THENCE SOUTH 89.20'00" EAST 357.50 FEET PARALLEL WITH SAID EAST-WEST 1/4 LINE OF SECTION 32; THENCE SOUTH 00°05'41" EAST 206.50 FEET; THENCE SOUTH 89.20'00" EAST 194.50 FEET PARALLEL WITH SAID EAST-WEST 1/4 LINE OF SECTION 32; THENCE SOUTH 00°05'41" EAST 286.40 FEET; THENCE SOUTH 89.15'46" EAST 1302.33 FEET TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 32; THENCE SOUTH 00.41'53" EAST 659.66 FEET ALONG SAID NORTH-SOUTH 1/4 LINE OF SECTION 32; THENCE NORTH 89.11'36" WEST 196.16 FEET; THENCE SOUTH 00.56'37" WEST 703.25 FEET; THENCE NORTH 89.03'22" WEST 873.91 FEET; THENCE NORTH 00.56'37" EAST 200.00 FEET; THENCE NORTH 38.58'30" WEST 200.00 FEET; THENCE NORTH 32.03'17" EAST 200.00 FEET; THENCE NORTH 37°32'06" WEST 225.00 FEET; THENCE NORTH 89.11'36" WEST 1110.56 FEET; THENCE NORTH 00.30'42" EAST 495.19 FEET PARALLEL WITH THE WEST LINE OF SECTION 32; THENCE NORTH 89.20'00" WEST 273.00 FEET PARALLEL WITH SAID EAST-WEST 1/4 LINE OF SECTION 32 TO THE SAID WEST LINE OF SECTION 32; THENCE NORTH 00.30'42" EAST 609.29 FEET ALONG SAID WEST LINE OF SECTION 32; THENCE SOUTH 89.20'00" EAST 208.71 FEET PARALLEL WITH SAID EAST-WEST 1/4 LINE OF SECTION 32; THENCE NORTH 00.30'42" EAST 208.71 FEET PARALLEL WITH SAID WEST LINE OF SECTION 32 TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 66.9 ACRES, MORE OR LESS.

DESCRIPTION - AREA "B" (B-1 TO PUD)

PART OF THE SOUTHWEST 1/4 OF SECTION 32, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°30'42" EAST 153.99 FEET ALONG THE WEST LINE OF SAID SECTION 32; THENCE SOUTH 89°59'59" EAST 77.43 FEET TO THE EAST RIGHT-OF-WAY LINE OF WILSON AVENUE AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 20°57'58" WEST 74.90 FEET ALONG SAID EAST RIGHT-OF-WAY OF WILSON AVENUE; THENCE NORTH 00°30'42" EAST 717.87 FEET ALONG SAID EAST RIGHT-OF-WAY OF WILSON AVENUE (50.00 FEET EAST AND PARALLEL WITH SAID WEST LINE OF SECTION 32); THENCE SOUTH 89°11'35" EAST 830.00 FEET; THENCE SOUTH 00°30'42" WEST 330.11 FEET; THENCE SOUTH 30°51'51" WEST 69.24 FEET; THENCE SOUTH 00°55'52" WEST 310.03 FEET; THENCE SOUTH 57°16'21" WEST 141.62 FEET; THENCE NORTH 89°59'59" WEST 646.88 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 14.4 ACRES, MORE OR LESS.

DESCRIPTION - AREA "C" (RO-1 TO PUD)

PART OF THE SOUTHWEST 1/4 OF SECTION 32, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°30'42" EAST 153.99 FEET ALONG THE WEST LINE OF SAID SECTION 32; THENCE SOUTH 89°59'59" EAST 77.43 FEET TO THE EAST RIGHT-OF-WAY LINE OF WILSON AVENUE; THENCE CONTINUING SOUTH 89°59'59" EAST 646.88 FEET; THENCE NORTH 57°16'21" EAST 141.62 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00°55'52" EAST 260.05 FEET; THENCE SOUTH 89°11'54" EAST 168.06 FEET; THENCE SOUTH 29°49'41" EAST 63.60 FEET; THENCE 246.28 FEET ALONG A 270.00 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 64°48'45" EAST 237.83 FEET; THENCE SOUTH 89°03'22" EAST 785.82 FEET; THENCE SOUTH 00°56'37" WEST 200.00 FEET; THENCE NORTH 89°03'22" WEST 724.82 FEET; THENCE SOUTH 51°47'16" WEST 24.13 FEET; THENCE NORTH 89°05'48" WEST 52.35 FEET; THENCE NORTH 46°50'27" WEST 87.16 FEET; THENCE NORTH 77°12'44" WEST 40.33 FEET; THENCE NORTH 89°04'08" WEST 78.37 FEET; THENCE SOUTH 56°10'58" WEST 192.21 FEET; THENCE SOUTH 51°25'18" WEST 82.57 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 5.1 ACRES, MORE OR LESS.

DESCRIPTION - AREA "D" (B-2 TO PUD)

PART OF THE NORTHWEST 1/4 OF SECTION 5, T5N, R12W, BYRON TOWNSHIP, NOW THE CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5 AND THE SOUTHWEST CORNER OF SECTION 32 (COMMON CORNERS); THENCE SOUTH 01°18'49" WEST 41.42 FEET ALONG THE WEST LINE OF SAID SECTION 5; THENCE SOUTH 88°41'11" EAST 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF WILSON AVENUE AND THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE NORTH 51°57'16" EAST 48.07 FEET; THENCE SOUTH 89°16'09" EAST 152.92 FEET; THENCE SOUTH 40°00'36" EAST 129.11 FEET; THENCE SOUTH 08°04'56" EAST 33.22 FEET; THENCE SOUTH 36°18'05" EAST 27.99 FEET; THENCE SOUTH 13°39'09" EAST 31.33 FEET; THENCE SOUTH 49°22'44" EAST 35.55 FEET; THENCE SOUTH 73°54'42" EAST 45.81 FEET; THENCE NORTH 88°14'37" EAST 44.28 FEET; THENCE SOUTH 47°29'32" EAST 50.61 FEET; THENCE SOUTH 89°03'22" EAST 570.41 FEET; THENCE SOUTH 00°56'41" WEST 20.00 FEET; THENCE NORTH 89°03'22" WEST 578.20 FEET; THENCE NORTH 46°59'48" WEST 49.61 FEET; THENCE SOUTH 88°14'37" WEST 39.71 FEET; THENCE NORTH 73°54'42" WEST 53.30 FEET; THENCE NORTH 49°22'44" WEST 46.34 FEET; THENCE NORTH 13°39'09" WEST 33.77 FEET; THENCE NORTH 36°18'05" WEST 29.01 FEET; THENCE NORTH 08°04'56" WEST 32.52 FEET; THENCE NORTH 40°00'36" WEST 114.22 FEET; THENCE NORTH 89°16'09" WEST 136.72 FEET; THENCE SOUTH 51°57'16" WEST 57.43 FEET TO SAID EAST RIGHT OF WAY LINE OF WILSON AVENUE; THENCE NORTH 01°18'49" EAST 25.87 FEET ALONG SAID EAST RIGHT OF LINE OF WILSON AVENUE TO THE POINT OF BEGINNING. CONTAINS 0.5 ACRES, MORE OR LESS.

DESCRIPTION - AREA "E" - C.O.W. BASIN IN B-1 TO PUD

PART OF THE SOUTHWEST 1/4 OF SECTION 32, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 89°03'22" EAST 56.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 32 TO THE EAST RIGHT-OF-WAY LINE OF WILSON AVENUE; THE FOLLOWING FOUR (4) COURSES ARE ALONG SAID EAST RIGHT-OF-WAY LINE OF WILSON AVENUE; THENCE NORTH 00°30'42" EAST 67.07 FEET; THENCE NORTH 37°08'53" EAST 17.66 FEET AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 37°08'53" EAST 43.78 FEET; THENCE NORTH 20°57'58" WEST 41.62 FEET; THENCE SOUTH 89°59'59" EAST 646.88 FEET; THENCE NORTH 57°16'21" EAST 141.62 FEET; THENCE SOUTH 00°55'44" WEST 51.98 FEET; THENCE SOUTHWESTERLY 277.82 FEET ON A 330.00 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS SOUTH 66°45'25" WEST 269.68 FEET; THENCE NORTH 89°07'30" WEST 528.99 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 1.30 ACRES MORE OR LESS.

DESCRIPTION - AREA "F" - C.O.W. BASIN IN RO-1 TO PUD

PART OF THE SOUTHWEST 1/4 OF SECTION 32, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 89°03'22" EAST 56.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 32 TO THE EAST RIGHT-OF-WAY LINE OF WILSON AVENUE; THE FOLLOWING THREE (3) COURSES ARE ALONG SAID EAST RIGHT-OF-WAY LINE OF WILSON AVENUE; THENCE NORTH 00°30'42" EAST 67.07 FEET; THENCE NORTH 37°08'53" EAST 61.44 FEET; THENCE NORTH 20°57'58" WEST 41.62 FEET; THENCE SOUTH 89°59'59" EAST 646.88 FEET; THENCE NORTH 57°16'21" EAST 141.62 FEET AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 51°25'18" EAST 82.57 FEET; THENCE NORTH 56°10'58" EAST 192.21 FEET; THENCE SOUTH 89°04'08" EAST 78.37 FEET; THENCE SOUTH 77°12'44" EAST 40.33 FEET; THENCE SOUTH 46°50'27" EAST 87.16 FEET; THENCE SOUTH 89°05'48" EAST 52.35 FEET; THENCE SOUTH 51°47'16" WEST 281.75 FEET; THENCE NORTH 51°19'12" WEST 206.03 FEET; THENCE SOUTH 39°03'16" WEST 121.39 FEET; THENCE NORTH 00°55'44" EAST 51.98 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 1.21 ACRES MORE OR LESS.

DESCRIPTION - AREA "G" - C.O.W. BASIN IN B-2 TO PUD

PART OF THE SOUTHWEST 1/4 OF SECTION 32, T6N, R12W, CITY OF WYOMING, AND PART OF THE NORTHWEST 1/4 OF SECTION 5, T5N, R12W, BYRON TOWNSHIP, NOW THE CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5 AND THE SOUTHWEST CORNER OF SECTION 32 (COMMON CORNERS); THENCE SOUTH 89°03'22" EAST 56.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 32 TO THE EAST RIGHT-OF-WAY LINE OF WILSON AVENUE; THE FOLLOWING TWO (2) COURSES ARE ALONG SAID EAST RIGHT-OF-WAY LINE OF WILSON AVENUE; THENCE NORTH 00°30'42" EAST 67.07 FEET; THENCE NORTH 37°08'53" EAST 17.66 FEET; THENCE SOUTH 89°07'30" EAST 528.99 FEET; THENCE

NORTHEASTERLY 277.82 FEET ON A 330.00 FOOT RADIUS CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS NORTH 66°45'25" EAST 269.68 FEET; THENCE NORTH 39°03'16" EAST 121.39 FEET; THENCE SOUTH 51°19'12" EAST 206.03 FEET; THENCE SOUTH 00°56'14" WEST 161.86 FEET THE SOUTH LINE OF SAID SECTION 32 AND NORTH LINE OF SAID SECTION 5; THENCE CONTINUING SOUTH 00°56'14" WEST 280.00 FEET; THENCE NORTH 89°03'22" WEST 1030.58 FEET TO THE SAID EAST RIGHT-OF-WAY LINE OF WILSON AVENUE; THENCE NORTH 01°18'49" EAST 280.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE OF WILSON AVENUE TO THE POINT OF BEGINNING.

EXCEPT THAT PART OF THE NORTHWEST 1/4 OF SECTION 5, T5N, R12W, BYRON TOWNSHIP, NOW THE CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5 AND THE SOUTHWEST CORNER OF SECTION 32 (COMMON CORNERS); THENCE SOUTH 01°18'49" WEST 41.42 FEET ALONG THE WEST LINE OF SAID SECTION 5; THENCE SOUTH 88°41'11" EAST 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF WILSON AVENUE AND THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE NORTH 51°57'16" EAST 48.07 FEET; THENCE SOUTH 89°16'09" EAST 152.92 FEET; THENCE SOUTH 40°00'36" EAST 129.11 FEET; THENCE SOUTH 08°04'56" EAST 33.22 FEET; THENCE SOUTH 36°18'05" EAST 27.99 FEET; THENCE SOUTH 13°39'09" EAST 31.33 FEET; THENCE SOUTH 49°22'44" EAST 35.55 FEET; THENCE SOUTH 73°54'42" EAST 45.81 FEET; THENCE NORTH 88°14'37" EAST 44.28 FEET; THENCE SOUTH 47°29'32" EAST 50.61 FEET; THENCE SOUTH 89°03'22" EAST 570.41 FEET; THENCE SOUTH 00°56'41" WEST 20.00 FEET; THENCE NORTH 89°03'22" WEST 578.20 FEET; THENCE NORTH 46°59'48" WEST 49.61 FEET; THENCE SOUTH 88°14'37" WEST 39.71 FEET; THENCE NORTH 73°54'42" WEST 53.30 FEET; THENCE NORTH 49°22'44" WEST 46.34 FEET; THENCE NORTH 13°39'09" WEST 33.77 FEET; THENCE NORTH 36°18'05" WEST 29.01 FEET; THENCE NORTH 08°04'56" WEST 32.52 FEET; THENCE NORTH 40°00'36" WEST 114.22 FEET; THENCE NORTH 89°16'09" WEST 136.72 FEET; THENCE SOUTH 51°57'16" WEST 57.43 FEET TO SAID EAST RIGHT OF WAY LINE OF WILSON AVENUE; THENCE NORTH 01°18'49" EAST 25.87 FEET ALONG SAID EAST RIGHT OF LINE OF WILSON AVENUE TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 9.04 ACRES MORE OR LESS.



October 22, 2015

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

Ms. Kelli Vandenberg
City Clerk
Wyoming, MI

Subject: Request to rezone 98.4 acres from ER Estate Residential (66.9 acres), B-2 General Business (9.5 acres), B-1 Local Business (15.7 acres) and RO-1 Restricted Office (6.3 acres) to PUD-1 Low Density Planned Unit Development. The properties are located at 3828-56th Street, 3950-56th Street, 3952-56th Street, 5700 Wilson Avenue, 5850 Wilson Avenue, 5950 Wilson Avenue, 5972 Wilson Avenue, 5988 Wilson Avenue, 6002 Wilson Avenue, 6010 Wilson Avenue, and 6030 Wilson Avenue.

Recommendation: To deny the subject rezoning request.

Dear Ms. Vandenberg:

The above referenced request was reviewed by the Wyoming Planning Commission at their regular meetings on October 20, September 15, and July 21, 2015. A motion was made by Hegyi, supported by Postema, to recommend to City Council denial of the rezoning. The motion passed 5-2. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information:

Rezoning Synopsis:

The petitioner proposes to rezone 98.4 acres from ER Estate Residential, B-2 General Business and RO-1 Restricted Office to PUD-1 Low Density Planned Unit Development to accommodate a mixed use development. The rezoning covers eleven separate properties, many of which until recently, were not under their control. The rezoning would combine these properties with the adjoining Rivertown Valley Planned Unit Development to create a total PUD area of 211.2 acres to be rebranded as The Reserve at Rivertown. The expanded PUD as proposed would provide 719 residential units including 265 single family lots developed to R-1 standards (10,000 sq. ft. minimum lot size), 154 senior apartments, 188 stacked flats, and 112 townhomes. A commercial area within the PUD of 9.8 acres is also proposed. This rezoning represents an opportunity to comprehensively master plan the largest undeveloped area remaining in Wyoming.

Site History:

The original Rivertown Valley PUD, with associated B-2 General Business and RO-1 Restricted Office zoned areas, was approved in 2001 (see attached Overall Development Plan). That PUD was authorized for 168 single family homes, 122 attached condominiums, and 160 rental townhomes. Nile Drive was planned to be the collector street through the development and would connect to both 56th Street and Wilson Avenue. The frontage along Wilson Avenue included B-2 General Business zoning with additional RO-1 Restricted Office zoning located behind.

Subsequently, the Rivertown Valley PUD had numerous land ownership, zoning and market changes that significantly impacted the planning and development of the PUD as initially approved. These are summarized chronologically as follows:

Nile Drive – Shortly after adoption of the PUD, it was recognized that the wetlands along Wilson Avenue were more substantial than identified. This resulted in the alignment of Nile Drive with Wilson Avenue moving north. When Wilson Avenue was reconstructed to a four lane boulevard, the street opening and utility connections were constructed to align with this necessary relocation.

Grandville Elementary School site: In the center of the PUD, the City of Wyoming held ownership of a 15 acre parcel for a future school. The potential for that facility influenced the planned land use surrounding it. When the rezoning of the surrounding property to PUD-1 and RO-1 Restricted Office occurred, that site retained ER Estate Residential zoning. The School District decided to not utilize that property and the City transferred ownership to the petitioner.

In 2007, the petitioner obtained B-1 Local Business zoning (15.7 acres) where Nile Drive is planned to be relocated. That rezoning included part of an adjoining property, part of the townhome area of the Rivertown Valley PUD, and part of the Restricted Office area.

By ordinance, PUD's require at least 15% open space of the entire area. Along the southern part of the Rivertown Valley PUD, a large wetland area was developed as a regional stormwater detention basin. In 2007, the petitioners requested, and obtained, the City's purchase of the basin's 27.7 acres. This purchase eliminated the ability of the petitioner to include that acreage as part of the PUD open space requirements. That 27.7 acres is currently zoned a combination of PUD-1 and B-2 General Business. As part of this rezoning request, the land zoned B-2 General Business is proposed to be rezoned to PUD-1 to provide zoning consistency. The B-2 zoned land is wetlands and cannot be developed. This 27.7 acres owned by the City is not proposed to be used to increase density on the balance of The

Reserve at Rivertown PUD.

The petitioners have constructed three phases of Rivertown Valley subdivisions, totaling 131 lots developed to R-1 standards. The proposed expanded PUD would add 134 more lots. Nile Drive has been extended south from 56th Street with each phase.

Land Use Plan 2020:

The City of Wyoming Land Use Plan 2020 was adopted in 2006. The development of that Plan involved considerable resources, public engagement, and time. Much of this was concentrated on the Wilson Avenue corridor. The resulting determination for the corridor (attached) was that the two major commercial areas would surround the Rivertown Crossings Regional Mall and also at the Wilson Avenue interchange with M-6 (see attached conceptual plan). Land uses along Wilson Avenue between these two bookends would be a combination of multifamily, office and limited retail. Comprehensively designed projects, especially of a larger size, were to be encouraged using the planned unit development approach. The nearby Del-Mar Farms and South Rivertown PUD's are representative of this recommendation.

Specifically to this proposed rezoning, the petitioners have offered an expanded Planned Unit Development that offers mixed use with an overall density of 3.9 units per acre. This complies with the Land Use Plan's recommendation of no more than 4 units per acre. The neighborhood commercial area along Wilson Avenue as shown in the Land Use Plan is would be developed as stacked flats within the PUD. The 9.8 acre commercial component of the PUD would be located at the intersection of 56th Street and Wilson Avenue. PUDs, exceeding 80 acres, are entitled up to 10 acres of commercial development, to be developed under B-1 Local Business standards. The commercial PUD component at this intersection would be in character with the other commercial zonings at all four corners. The small commercial property at the southeast corner of the intersection is zoned B-1 Local Business, but is not a part of this PUD rezoning proposal. This rezoning borders Byron Township to the south. Byron Township's Future Land Use Plan (attached) shows the area north of M-6, and up to this proposed rezoning, to be master planned for a Commercial Planned Unit Development. Currently, a portion of that area has been zoned to B-3 Interchange Business to accommodate a C-Store (gasoline/convenience) business. Their Future Land Use Plan also shows the area along 64th Street north of M-6, and the area south of M-6, to be master planned for Mixed Use Planned Unit Developments.

Analysis of Impediments and Housing Needs Assessment 2013:

As a recipient of Federal funds, the City of Wyoming is obligated to faithfully consider and address area housing needs. The City Council adopted Analysis identified that the Wyoming “panhandle” area 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 complexes should fit with the character of the surrounding neighborhoods. The integration of rental units, into a comprehensively designed mixed use development, complies with the recommendations of the Analysis.

Zoning Ordinance Standards:

The following table compares the Ordinance requirements with The Reserve at Rivertown PUD:

<u>Ordinance Required</u>	<u>The Reserve at Rivertown</u>
Maximum 4 units/acre	3.9 units per acre
Minimum 35% R-1 lots (251 lots)	36.8% R-1 lots (265 lots)
15% minimum open space (27.5 acres)	21% open space (38.5 acres) with an adjoining 27.7 acres of City regional basin
Community bldg. w/ pool or tennis courts	Community building (amenities to be determined)

The proposed Reserve at Rivertown PUD complies with the Zoning Ordinance PUD standards.

If the rezoning and Overall Development Plan are approved, detailed site plans or subdivision plans will be required for each phase of construction. These will be reviewed and approved by the Planning Commission. Traffic calming measures, architectural details, floor plans, landscape plans and nature preserve deed restrictions will be considered at that time. The entire development can be adequately served by the existing street and utility infrastructure.

Conformance with the City of Wyoming Sustainability Standards:

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 Reserve at Rivertown will provide a wide range of quality housing opportunities for residents in Wyoming and will promote social equity. The

subsequent construction of the homes, townhomes, flats, senior apartments, and commercial center will provide significant employment. These factors will contribute to the economic strength of the City. The development will preserve significant open space which will help to preserve environmental quality. The proposed rezoning, and Overall Development Plan, conforms with the City of Wyoming sustainability principals.

Staff Overview:

Due to the numerous land use and ownership decisions in this area over the last fourteen years, the Rivertown Valley PUD cannot be developed as originally approved. The petitioners have acquired significant additional property and put forth a proposal that will comprehensively master plan over 200 acres for a mixed use development. If approved, it would be the largest PUD in the City. The proposed rezoning and PUD Plan is compatible with adjoining developments, and complies with the Land Use Plan 2020, the Analysis of Impediments and Housing Needs Assessment 2013, the Zoning Ordinance PUD standards, and the City's Sustainability Principals. The entire development can be adequately served by existing street and utility infrastructure.

City staff held two publicly noticed information meetings regarding this proposal in December 2014, and June 2015. Both meetings were significantly attended by area residents. Substantial amendments to the proposal occurred between the two meetings, based to a degree by comments received.

Planning Commission Consideration:

At the October 20, 2015 meeting, and the two prior reviews, the Development Review Team suggested the Planning Commission recommend to the City Council approval of the subject rezoning. The DRT also recommended the Planning Commission approve the associated Overall Development Plan in a separate motion, subject to City Council approval of the rezoning and conditions.

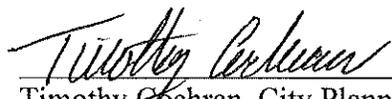
At the public hearing on July 21, and at the subsequent reviews on September 15 and October 20, 2015, numerous area residents spoke regarding their objection to the rezoning, most notably due to the proposed 454 multifamily rental units. Other objections related to traffic and school impacts and property values. Dozens of letters of objection, and an area-wide petition in opposition, were submitted. The Planning Commission expressed their desire to obtain more owner occupied units within the development in order to be more compatible with nearby developments. After deliberation, the Commission tabled the request to allow the developer an opportunity to consider amending the request.

Subsequently, on September 15, 2015, the request was brought back to the Planning Commission. Minor alterations to the plan had been made, but no change was offered in regards to additional owner occupied units. The Commission reiterated their desire for more owner occupied units and in addition, had questions regarding the intent for Home Owner Association requirements for maintenance of common open space and facilities. Also, greater detail on wetland impacts on open space was desired. After deliberation, the Commission tabled the request to allow the developer time to consider amending the proposal and respond with the additional information.

On October 20, 2015 the petitioner provided additional information regarding the intent for the Homeowner Association requirements and wetland impacts on open space. No changes to the plan were otherwise offered. A motion was made by Hegyi, supported by Postema, to recommend to the City Council denial of the rezoning. The Commission expressed once again their desire for more owner occupied units. In addition, they believed greater substantiation of the wetland impacts could have been provided. After discussion, the motion passed 5 – 2 (Weller and Bueche). Due to the recommendation for denial, no action was taken on the accompanying Overall Development Plan.

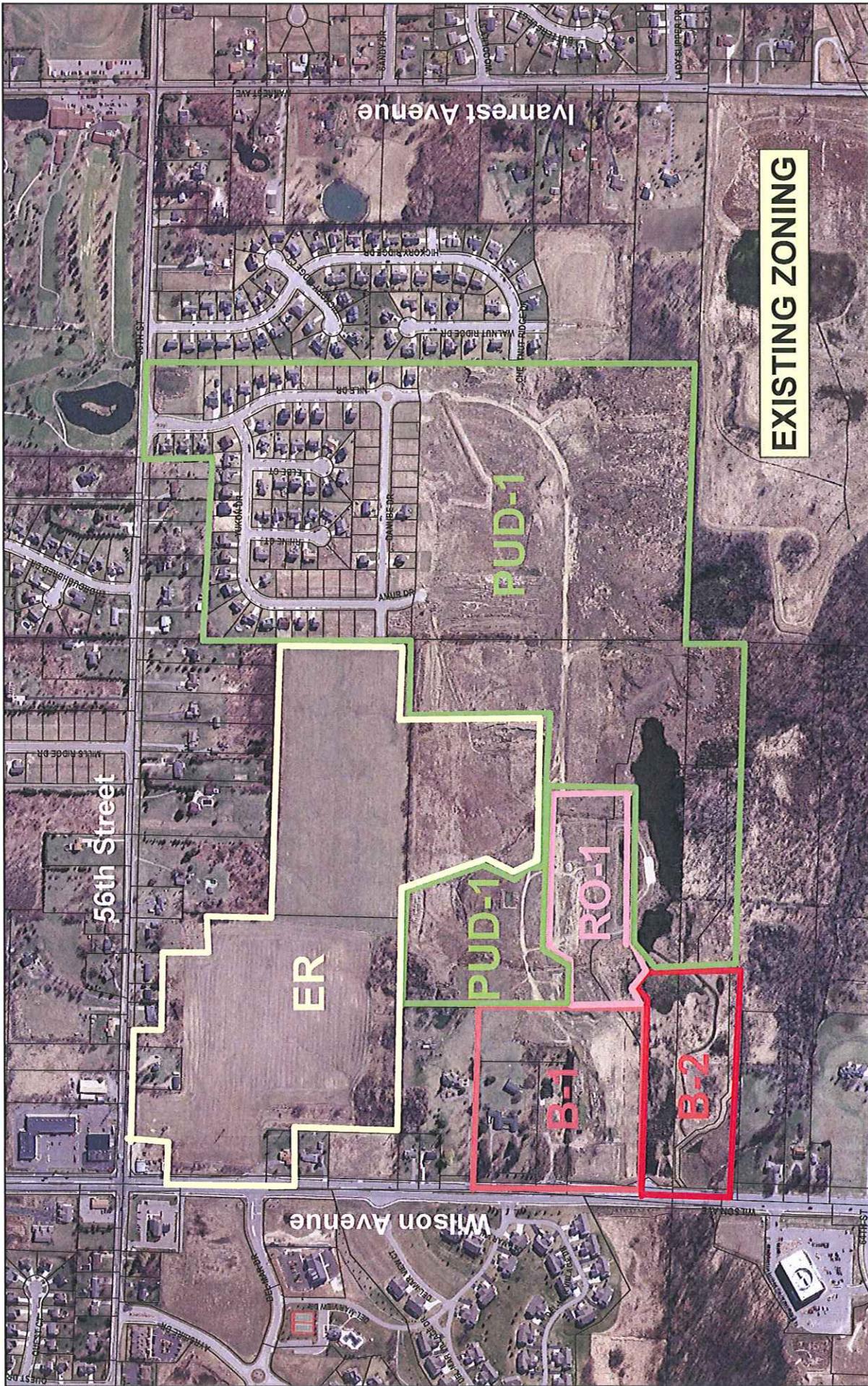
The petition and letters in opposition of the rezoning have been substantiated as meeting the requirements of Public Act No. 110 of 2006 (The Michigan Zoning Enabling Act) Section 403 (1), which thereby requires a 2/3 majority vote of the City Council to approve the proposed rezoning.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

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



EXISTING ZONING

Ivanrest Avenue

56th Street

ER

PUD-1

PUD-1

RO-1

B-1

B-2

Wilson Avenue

FUTURE LAND USE
CITY OF WYOMING LAND USE PLAN 2020

