

**WORK SESSION AGENDA  
WYOMING CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS**

**Monday, November 14, 2011, 7:00 P.M.**

- 1) Call to Order**
- 2) Public Comment on Agenda Items (3 minute limit per person)**
- 3) Building Inspections Agreement between the Cities of Wyoming and Kentwood**
- 4) Ferrand Park Master Plan**
- 5) Pinery Park Bike Path and North Parking Lot Resurfacing Project**
- 6) Contracted Therapeutic Recreation Services**
- 7) Kent County Agreement to Perform Monitoring Services**
- 8) Kent Trails Agreement**
- 9) Any Other Matters**
- 10) Acknowledgement of Visitors/Public Comment (3 minute limit per person)**

CLH/lj

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**INTEROFFICE MEMORANDUM**

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**TO:** CURTIS HOLT, CITY MANAGER  
**FROM:** REBECCA RYNBRANDT, DIRECTOR OF COMMUNITY SERVICES  
**SUBJECT:** BUILDING INSPECTIONS AGREEMENT BETWEEN THE CITIES OF WYOMING AND KENTWOOD  
**DATE:** NOVEMBER 7, 2011  
**CC:** BARB VANDUREN, DEPUTY CITY MANAGER, JIM DELANGE, CHIEF BUILDING OFFICIAL

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Over the course of the last five years, staffing of our construction inspections services (building, electrical, mechanical, and plumbing) has gone from 7.5 full-time equivalents in 2007 to 4.5 this year. Historically we staffed 3 Building Inspectors, 2 Electrical Inspectors, 1.5 Mechanical Inspectors, and 1 dually licensed Mechanical/Plumbing Inspector. Annual inspection rates during this time period for these staff went from a high of 9,066 inspections in 2007 to a low of 5,538 in 2010. During this time period staffing was reduced to 2 Building Inspectors, 1 Electrical Inspector, 1 Mechanical Inspector, and a part-time Plumbing Inspector.

Our ability to provide quality, responsive inspection services to the construction community within these declining staffing levels was possible due to changes in demand, particularly declines in residential construction permits and plumbing permits. However, with the reduced staffing we no longer have redundancy in licensed inspection areas, resulting in a loss of flexibility in meeting business needs to expedite permit approvals when a particular inspector is not available. A lack of availability may be due to illness, vacation, training, the impact of the number of permits assigned at a given time, or limits in staffing (re: limited hours of part-time plumbing inspector).

Between 2010 and 2011, construction permits have increased 24%. In the first quarter of 2012 we have seen this trend continue with a 3% increase of inspections over the same period for 2011. As the economy continues to rebound and demand for city construction inspection services in redevelopment of antiquated commercial and industrial buildings, renovation of existing residential properties as well as the continued development of greenfield areas grows, our ability to be responsive to area contractors is called into question.

To this end, we have been working to establish a collaborative agreement with the City of Kentwood which provides for a mutual aide model allowing for inspection services to be maintained to the greatest extent possible during periods of scheduled staff time off or in extenuating circumstances. The attached agreement reflects the outcomes of these discussions – an innovative partnership between the Cities of Wyoming and Kentwood. Subject to your review and approval, I request that this matter be placed on the City Council Work Session Agenda for November 14, 2011.

## CODE INSPECTION SERVICES

### AGREEMENT

This Code Inspection Services Agreement (the "**Agreement**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between the City of Wyoming, a Michigan home rule city, the address of which is 1155 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509 ("**Wyoming**"), and the City of Kentwood, a Michigan home rule city, the address of which is 4900 Breton Avenue, SE, Kentwood, Michigan 49508 ("**Kentwood**").

### RECITALS

1. Wyoming and Kentwood desire to assist each other with inspections due to vacations and fluctuating staffing levels.

2. Both Wyoming and Kentwood have sufficient personnel who are properly licensed and certified to provide the inspections and review services called for under this Agreement and are amenable to providing those services on behalf of the other municipality, subject to the terms and conditions of this Agreement.

3. Wyoming and Kentwood are authorized to enter into this Agreement pursuant to Act No. 35 of the Public Acts of 1951, as amended and Act No. 8 of the Public Acts of 1967 (Ex. Sess.), as amended.

4. For purposes of this Agreement, "**Customer**" refers to the City that is receiving services and "**Provider**" refers to the City providing the inspectors for inspection services.

### AGREEMENT

Now, therefore, for good and valuable consideration in and referred to in this Agreement, the sufficiency of which is acknowledged, the parties agree:

A. Retention. Subject to the terms of this Agreement, Wyoming and Kentwood hereby retain the services of the other (and its personnel), as independent contractors, to provide building, mechanical, plumbing, electrical, and fire suppression system inspection services consistent with state law.

B. Duties of Wyoming and Kentwood as Provider. Upon the separate written approval of the Customer, the Provider shall perform all designated building, mechanical, plumbing, electrical, and fire suppression system inspections and reviews for the Customer consistent with state law.

The Provider shall maintain for the Customer complete records of the services

performed pursuant to this Agreement. Complete records include reports of inspections, notices / orders issued, plan review check lists / related correspondence, correction notices and approvals. Inspection reports include information such as Permit Type, permit number, property address, scheduled inspection date, completed date, status and result.

The Provider will perform all designated services in a timely and competent manner which is satisfactory to the Customer; provided, however, that the Provider shall conduct any inspections within two business days of receiving a request for an inspection from the Customer's Building Official. Such services shall only be performed by Wyoming or Kentwood personnel properly and currently certified with the State of Michigan. The services to be performed by the Provider's personnel pursuant to this Agreement are acknowledged by the parties to be governmental functions in accordance with Act No. 170 of the Public Acts of 1964, as amended. Nothing herein shall be construed or interpreted as a waiver of the parties' privileges and immunities as agencies performing governmental functions under state law.

C. Equipment and Supplies. The Provider shall provide and maintain, at its own expense, such equipment and supplies necessary to perform the duties required by this Agreement.

D. Motor Vehicle. The Provider shall provide any motor vehicles required for the performance of its duties pursuant to this Agreement and shall be responsible for all expenses associated with the operation of such motor vehicles, including gasoline, maintenance, repairs, insurance, and all incidental costs. Motor vehicles shall be in good repair and identifiable as representing the municipality.

E. Compensation. As compensation for the services provided pursuant to this Agreement, the Customer shall pay the Provider in accordance with the following schedule of fees:

- (1) \$250.00 for any plan review.
- (2) \$55.00 per inspection for inspection services.

The Provider shall not be entitled to any benefits or payments of any kind in the provision of these services, except as provided for in this Paragraph. The Provider shall invoice the Customer monthly for services rendered and the Customer shall reimburse the Provider within 30 days of any invoicing.

F. Independent Contractor. In the performance of all work, duties and obligations pursuant to this Agreement, it is mutually understood and agreed that The Provider, its officers and employees are and shall be at all times acting and performing as independent contractors. The Customer shall neither have nor exercise any control or

direction over the methods by which the Provider's personnel perform the work and functions called for under this Agreement, except that the providing municipality agrees at all times to comply completely and fully with the provisions of this Agreement. The customer may perform or cause to be performed random quality assurance actions related to the service provided.

G. Comprehensive General Liability Insurance and Indemnification. Wyoming and Kentwood shall at all times secure and maintain in force comprehensive general liability insurance. This insurance shall be written in comprehensive form and shall protect against all claims for personal and bodily injuries to members of the public and damage to property arising from any act or omission of the providing municipality under this Agreement. The parties acknowledge that the insurance liability limits provided may include self-insurance retention under the terms of a municipal self-insurance risk management program (e.g. Michigan Municipal Risk Management Authority). In addition, the Customer shall indemnify the Provider, to the full extent permitted by law, from and against claims arising out of the Provider's provision of services pursuant to this Agreement except for claims caused by the Provider's gross negligence or intentional acts.

The liability limits shall not be less than:

Bodily Injury:	\$1,000,000.00 each occurrence; \$2,000,000.00 aggregate.
Property Damage:	\$1,000,000.00 each occurrence; \$2,000,000.00 aggregate.

Wyoming and Kentwood shall promptly notify each other of any knowledge regarding any occurrence which may result in a claim, and shall cooperate with each other whenever any claim is filed with respect to the services rendered pursuant to this Agreement.

H. Term. The term of this Agreement shall commence on the date above written until terminated as provided herein.

I. Termination by Notice. This Agreement may be terminated by Wyoming or Kentwood, without cause or reason, at any time, upon ten (10) business days' written notice to the other party. In the event of termination, the Customer shall pay to the Provider any and all amounts due for work performed under the Agreement to the date of termination.

J. Effect of Termination. Upon termination or expiration of this Agreement, the parties shall have no further obligation to each other except for obligations accruing prior to

the effective date of the termination or expiration. However, Wyoming and Kentwood shall be obligated to cooperate with each other whenever any claim is filed against either of them with respect to the services rendered pursuant to this Agreement, which obligation shall continue without regard to termination or expiration of this Agreement.

K. Miscellaneous. This Agreement shall be non-assignable. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, assigns, and successors. All notices and other documents to be served or transmitted shall be in writing and addressed to the respective parties at the addresses stated above or such other address or addresses as shall be specified by the parties from time to time, and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. Alternative means of transmittal utilizing electronic media may be used as agreed upon by both parties and in conformance with applicable laws and regulations pertaining to its use. Records shall be retained in conformance with State of Michigan General Record Retention and Disposal Schedule adopted by the respective community. Freedom of information requests related to the services provided in this agreement shall be processed according to rules governing such requests. Parties of this agreement shall promptly notify one another of such requests. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect. This Agreement represents the entire understanding and agreement between the parties, and all prior understandings and agreements are specifically merged in this Agreement. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF WYOMING

By: \_\_\_\_\_  
Jack Poll, Mayor

By: \_\_\_\_\_  
Heidi Isakson, Clerk

CITY OF KENTWOOD

By: \_\_\_\_\_  
Richard L. Root, Mayor

By: \_\_\_\_\_  
Dan Kasunic, Clerk

# Memo

To: Curtis Holt, City Manager  
From: Rebecca Rynbrandt, Director of Community Services  
CC: Barb VanDuren, Deputy City of Wyoming Manager  
Date: October 24, 2011  
Re: Ferrand Park Master Plan

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## Plan Founded on Public Input, Desire

The City of Wyoming acquired the property for Ferrand Park in 1960 and subsequently dedicated it as park property in 1971. With the long history of ownership, surprisingly, Ferrand Park has never had a development master plan.

In anticipation of creating the community's new 5-Year Recreation Master Plan, a strategic plan prioritizing park development, recreation services, and citizen based visioning for the use of Parks and Recreation Operational Millage funds, the City of Wyoming sought a public design process in which to plan for the redevelopment of Ferrand Park. Leading the process is the Parks and Recreation Department with the support and expertise of consultant M.C. Smith and Associates.

Please find attached a copy of the proposed master plan for Ferrand Park. The design was developed out of a public meeting, held July 19, 2011 at the Wyoming Public Library. Over 300 invitations to participate in the design process were mailed to property owners living in close proximity to the park. In addition, the design meeting was advertised in the Advance Newspaper, through direct email to the Views Neighborhood Association, and posting on the Parks and Recreation Department's Facebook page.

A draft design was presented to the Development Review Team in August with a favorable response. On September 14, 2011, the plan was presented to the Wyoming Parks and Recreation Commission which unanimously recommends the plan to the City Council for their approval. Additionally, the plan was provided to the Planning Commission as an informational item at their October meeting.

Upon your review and support, I would like to invite M.C. Smith and Associates to present the plan to the Wyoming City Council at their Work Session on November 14, 2011. Should they support the plan I have attached a resolution for their consideration at their Regular Session on November 21, 2011.



PEDESTRIAN CONNECTION TO NEIGHBORHOOD WITH STONE PILLARS

BENCH, TYP.

PEDESTRIAN CONNECTION TO NEIGHBORHOOD WITH STONE PILLARS

EVERGREEN BUFFER PLANTING (HEMLOCKS OR SIMILAR)

5' WIDE COLORED CONCRETE WALK

3 BAY SWING SET WITH (2) BELT SEATS (2) TOT SEATS AND (2) ADAPTIVE SEATS

NATURALIZING GROUND COVER COMPONENT PLAY STRUCTURE

EXISTING TREES, TYP.

EVERGREEN BUFFER PLANTING (HEMLOCKS OR SIMILAR)

DOUBLE SPRING RIDER

SPINNER

PROPERTY BOUNDARY

BYRON CENTER AVE.

5' WIDE COLORED CONCRETE WALKS

BENCH, TYP.

IMPROVE EXISTING LAWN

PICNIC SHELTER

6' WIDE COLORED CONCRETE WALK MAX. SLOPE 5%

FRONT AREA REGRADED FOR BETTER UTILIZATION

EXISTING MAINTENANCE ACCESS

6' WIDE COLORED CONCRETE RAMP STEPS- "PERRONS". 4" STEPS- 20' RAMPS @4.75%

STONE PILLARS 14' O.C.

EXISTING TREE, TYP

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

A RESOLUTION TO ADOPT THE FERRAND PARK MASTER PLAN AS PART OF THE  
FIVE YEAR COMMUNITY RECREATION PLAN OF THE CITY OF WYOMING

WHEREAS:

1. It is deemed in the best interest of the citizens of Wyoming to have a development plan for the purposes of constructing and redeveloping Ferrand Park.
2. A public input process was implemented to ensure citizen input into the design and staff reviewed current and historical programmed uses of Ferrand Park to ensure the plans success.
3. The Parks and Recreation Commission reviewed and unanimously recommend's the adoption of the design.
4. By adopting the proposed Ferrand Park Master Plan and including the plan in the Five-Year Community Recreation Master Plan of the City of Wyoming grants for redevelopment and construction may be sought.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby adopts the attached Ferrand Park Master Plan as part of the Five Year Community Recreation Master Plan of the City of Wyoming.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

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

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

ATTACHMENTS:

Agreement

## MEMORANDUM

**TO:** Curtis Holt, City Manager

**FROM:** Rebecca Rynbrandt, Director of Community Services  
Russ Henckel, Assistant Director of Public Works/Engineering

**CC:** Barb VanDuren, Deputy City Manager; Tim Smith, Finance Director

**DATE:** November 8, 2011

**SUBJECT:** Pinery Park Bike Path and North Parking Lot Resurfacing Project - Final Payment, Budget Amendment Necessary

The Pinery Park Bike Path and North Parking Lot Resurfacing project was awarded to Michigan Paving and Materials, Co. on August 15, 2011, in the amount of \$154,843.42. Unsuitable soils were encountered during construction of the north parking lot, requiring that the soil be stabilized similar to the method used throughout the park on the bike path. The additional work increased the estimated amount of soil stabilization for the project. This work is included in the final payment for \$42,170.28.

The final contract amount is \$197,013.70 is 27.2% over contract. The original approved budget for this project was \$180,000. This overage result's in a need to transfer \$17,800 in funds from the Parks and Recreation Department's reserved fund balance to the project account of 208-752-75600-975.113, allowing for final payment.

To this end, it is recommended that the City Council approve final payment to Michigan Paving and Materials, Co. for the Pinery Park Bike Path and North Parking Lot Resurfacing project in the amount of \$42,170.28 and the related budget amendment prepared by Finance Director Tim Smith.

# CITY OF WYOMING

1155 28TH STREET S. W.  
WYOMING, MI 49509

AUTHORIZATION FOR PAYMENT FOR WORK COMPLETED ON THE FOLLOWING CONTRACT

## PINERY PARK BIKE PATH & NORTH PARKING LOTS RESURFACING

	143.11	Estimate # 2 FINAL		
IDR START	5			
IDR END	10			
ACCOUNT NO.	REQUISITION	THIS ESTIMATE	TOTAL	
2012-00000330	\$154,843.42	\$42,170.28	\$197,013.70	
	<hr/>	<hr/>	<hr/>	
	\$154,843.42	\$42,170.28	\$197,013.70	

CONTRACTOR: MI PAVING & MATERIALS CO  
2575 S HAGGERTY RD  
CANTON, MI 48188

PO#	2012-00000330	CONTRACT PRICE:	\$154,843.42
Change Order No 1	0		\$0.00
			\$154,843.42

DATE OF LAST ESTIMATE: 10/4/2011

DATE OF THIS ESTIMATE: 11/7/2011

TOTAL AMOUNT EARNED AS SHOWN ON ESTIMATE 2	\$197,013.70
LESS PREVIOUS ESTIMATES	\$154,843.42
AMOUNT DUE CONTRACTOR	\$42,170.28

PREPARED BY:



11.7.11

REVIEWED BY: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_

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

A RESOLUTION TO AUTHORIZE FINAL PAYMENT FOR PINERY PARK NORTH  
PARKING LOT AND BIKE PATH RESURFACING PROJECT AND TO APPROVE THE  
RELATED BUDGET AMENDMENT

WHEREAS:

1. On August 15, 2011, the City awarded the Pinery Park North Parking Lot and Bike Path Resurfacing project to Michigan Paving and Materials, Co. in the amount of \$154,843.42, and
2. During construction of the project it was determined that the subsurface soils in the parking lot area were not stable, requiring an increase in quantities of base, paving materials, and other related items to finish the project and to ensure its long term success.
3. The additional cost for final quantities has increased the contract amount by \$42,170.28.
4. Funding fund for this additional cost can be financed by transferring funds from the parks and recreation department's reserved fund balance via budget amendment, specifically increasing the account number 208-752-75600-975.113 by \$17,800.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the final payment for the Pinery Park North Parking Lot and Bike Path Resurfacing Project in the amount of \$42,170.28 and approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

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

ATTACHMENTS:  
Agreement

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**INTEROFFICE MEMORANDUM**

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**TO:** CURTIS HOLT, CITY MANAGER  
**FROM:** REBECCA L. RYNBRANDT, DIRECTOR OF COMMUNITY SERVICES  
**SUBJECT:** CONTRACTED THERAPEUTIC RECREATION SERVICES  
**DATE:** NOVEMBER 8, 2011  
**CC:** BARB VANDUREN, DEPUTY CITY MANAGER; KIM OOSTINDIE, HUMAN RESOURCES SUPERVISOR; BLAINE KADING, LTS

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**MAINTAINING CONTRACTED SERVICES NECESSARY TO  
OPERATE STEPPING STONES PROGRAM**

In 2009 the Kent County Senior Millage (KCSM) faced with funding reductions due to declining property values was forced to reduce funding to our award winning homebound older adult therapeutic recreation program, Stepping Stones. When Council approved the KCSM grant agreement on December 21, 2009 they understood that funding provided for a minimum of one full-time equivalent employee and that we would investigate alternate options for maintaining a level of service for which grant funds allow. This investigation concluded with the City of Wyoming entering into a two year professional services agreement with Life Therapeutic Solutions, Inc. (LTS) to provide Certified Therapeutic Recreation Specialists (CTRS) as contracted staff. Our current contract expires December 31, 2011.

The use of contracted staff has met with success, allowing the Stepping Stones program to provide over 3,000 hours of therapy these past two year. Contracted therapists offer a wide variety of specialized training along with their certification in Recreation Therapy - expanding our ability to meet individual client needs. Specialties include: Certified Aquatic Therapist, Certified Massage Therapist used for therapeutic touch, Sensory Stimulation Training, and specific training in mental health related diagnosis and treatments.

Please find attached a renewal agreement with LTS which extends the unit rate cost without increase for the next two years. With the approval of Council, the City of Wyoming would contract with LTS to once again provide up to 750 units of recreational therapy service at a cost of \$65 (CTRS) or \$75 (CTRS who also is a Certified Aquatic Therapist) per unit. As required by our agreement with KCSM, the matter has been reviewed and approved by the Area Agency on Aging of West Michigan (AAAWM).

Special Disclosures:

- LTS is determined to be the only company of its nature in West Michigan. Their clients include the City of Greenville, County of Ionia, auto insurance companies, the Veterans Administration, and private pay.

- Kristine Schwab, the City of Wyoming's CTRS employee and administrator of the Stepping Stones program, is a contracted employee of LTS. Kristine shall continue to be employed with the City of Wyoming and shall remain a contracted employee of LTS during this agreement. LTS work has not been, nor shall be, completed by Kristine on city time.
- Blaine Kading, Kristine Kading's father, is the owner and President of LTS. During the term of this agreement Kristine Kading shall have no ownership interest in LTS.
- The City of Wyoming has placed internal controls within the billing process and program administration to ensure audit and payment responsibilities.

As the City will not be required to pay benefits (health insurance, pension, etc), contracted services presents a savings which allows for a higher level of therapeutic services to be available for homebound older adults through the Stepping Stones program.

Our Stepping Stones program seeks to promote independent functioning and to enhance optimal health and personal growth in an enjoyable manner for older adults who have been discharged from a hospital, rehabilitation center, and/or nursing home; or who are homebound due to illness, injury, or disability. The program provides personalized therapeutic recreation services including aquatic therapy, transportation assistance training, information and referral, etc. which works to return older adults to independent and active living within their community.

In order to experience no disruption of service, I am requesting that this matter be placed on the City Council agenda for review at the November 14, 2011 Work Session agenda.

## AGREEMENT

This agreement is made November 14, 2011 by and between **CITY OF WYOMING** (“City”), a Michigan Municipal Corporation, whose address is 1155-28<sup>th</sup> Street, S.W. Wyoming, Michigan 49509 and Life Therapeutic Solutions, Inc. (“Contractor”), whose billing address is P.O. Box 20009, Wyoming, Michigan, and whose corporate address is 248 Thurston, Wyoming, Michigan 49548.

WHEREAS, the City desires to obtain professional services from the Contractor to provide for the provision of Certified Therapeutic Recreation Specialist services, including certified aquatic therapeutic services, to promote the development of independent functioning with the eventual reintegration of the homebound senior (the “Client”) back into community activities. The Parties agree as follows:

1. **SERVICES.**

- a. The City shall engage Contractor to recruit, interview, select and hire certified therapeutic recreation specialists to perform recreation therapy services (the “Services”). The parties acknowledge that Contractor shall provide certified specialists in their field and who shall not require direct supervision.
- b. All specialists provided by the Contractor shall demonstrate, through their professional experience and training an understanding of the human aging process, and network of older adult services and resources located throughout Kent County.

2. **PERFORMANCE OF SERVICES.**

- a. All services shall be performed by Certified Therapeutic Recreation Specialists as certified by the National Council for Therapeutic Recreation Certification.
- b. Contractor shall determine the method, details, and means of performing the therapeutic services based upon client needs and goals. Contractor shall diligently and faithfully devote whatever time is required to perform the Services, both direct and indirect, including therapy, travel, documentation, and information and referral, etc.
- c. Service hours shall be determined by the Client in accordance with the requests of the City.
- d. Clients shall be assigned to specialists by the City.
- e. Specialists shall represent themselves as contracted professionals of Life Therapeutic Solutions, Inc. under contract with of the City of Wyoming Stepping Stones Program.

3. TERM.

- a. Contractor shall provide services to the City pursuant to this Agreement for a term beginning on January 1, 2012 and ending December 31, 2012. The term shall be automatically renewed for one full calendar year subject to grant funding unless as revoked as provided herein
- b. This Agreement regardless of date signed by both parties, shall not go into affect without obtaining prior written approval of the Area Agency on Aging of Western Michigan pursuant to the City of Wyoming's contract for funding, Contract No. KCSM 104-6. (Ref. Older Americans Act Policies and Procedures Manual, Section 4.1, Subcontracts.)
- c. The City may revoke this agreement on 30 days written notice at any time for non-performance on Contractor's behalf.
- d. Either party may terminate this agreement without cause upon either party providing sixty (60) calendar days written notice to the other party.

4. COMPENSTATION.

- a. For services provided, the City will pay Contractor according to a unit rate of \$65 per standard unit and \$75 per aquatic therapy unit for a maximum total of 750 units during the term of this agreement.
- b. Unit rate definition: 1 standard unit of service includes one hour of direct and/or indirect client support. Direct support shall be defined as intake, assessment, and direct treatment/therapy/assistance to a client. Indirect client support means information gathering, program planning, maintenance of case records, charting, and referrals and consultation with family members/caregivers/physicians. 1 aquatic therapy unit includes direct aquatic therapy treatment session and client assistance to direct aquatic therapy treatment session.
- c. Payment shall be made within thirty (30) calendar days from date of Contractor's invoice.

5. TANGIBLE EQUIPMENT AND EXPENSES

- a. That except as provided in this section, Contractor shall bear all expenses incurred in the performance of this Agreement.
- b. Contractor may utilize adaptive equipment owned by the City in the provision of therapy for Stepping Stones clients. Loss or damage of equipment by

contractor, excepting normal wear and tear, shall be immediately remedied by same through replacement or deduction of cost from unit payment due.

- c. Upon termination of services, Contractor will promptly return to the City all property belonging to the City including without limitation: keys, computer equipment, adaptive equipment, documents and other tangible manifestation of confidential information (and all copies and reproductions thereof), including work in process.

## 6. INDEPENDENCE OF SPECIALISTS.

- a. It is understood that the specialists provided by the Contractor for under this agreement are employees of or independent contractors of Life Therapeutic Solutions, Inc. Nothing contained in this Agreement shall be construed to be inconsistent with this status.
- b. Should the Contractor's specialists have any employment relationship with the City, the Contractor agrees that the services to be performed under this Agreement are separate and apart from any services performed or to be performed for the City as an employee, and agrees that none of the services to be provided under this Agreement shall be performed during hours worked in the City's employ.
- c. Contractor or their specialists will make no representation to any person or entity that may lead such person or entity to believe that Contractor or specialist has any authority to bind or to obligate the City in any manner.
- d. Contractor shall maintain separate management of their affairs and has full and absolute authority and responsibility regarding its separate organization and operation, including its general policies and procedures.
- e. Contractor shall be responsible for or require the payment of all taxes owed as a result of any payments received from the City in exchange for services, including, without limitation, all federal, state, and local income withholding and employment taxes of its specialists.
- f. Contractor shall maintain statutory worker's compensation insurance of its specialists and provide proof of such insurance to the City.
- g. Contractor specialists have permission to travel or operate motor vehicles and equipment while on assignment with the City.
- h. Contractor specialists have permission to transport clients by motor vehicle, subject to obtaining and maintaining necessary insurances, for the provision of client therapy or access to therapy there of. All necessary insurance shall be

provided by and placed on file with the City including appropriate insurance for motor vehicles used by the contractor specialists.

7. CONFIDENTIALITY.

- a. Contractor acknowledges that he/she may have access to the City's and client's confidential and proprietary information. Contractor agrees to not disclose to any other person, agency, or entity (unless required by law) or use for personal gain any confidential information at any time during or after the Agreement Term, unless the City grants express, written consent of such a disclosure. Contractor shall be bound by all laws regarding confidentiality provisions including any privacy requirements under HIPPA. In addition, Contractor will use his best efforts to prevent any such disclosure.
- b. Confidential information will not include information that is in the public domain, unless such information falls into public domain through Contractor's unauthorized actions.
- c. All information which Contractor has a reasonable basis to believe to be confidential information or which the Contractor has a reasonable basis to believe the City treat as confidential information, shall be deemed to be confidential information.

8. COVENANT NOT TO COMPETE AND RETURN OF CITY PROPERTY

- a. Contractor hereby covenants and agrees, that without first obtaining the City's express written consent, which may be granted or withheld in the City's sole discretion, Contractor shall not, either directly or indirectly during the period beginning with the date of this Agreement and ending two (2) years after this Agreement is terminated, solicit, induce or attempt to induce any client or funding agency of the City to cease using, receiving the services provided by the City, or funding the City for said services provided by the City, including, without limitation, recreational therapy services and aquatic therapy services, in favor of using or receiving services provided by Contractor.
- b. Contractor acknowledges the City's sole and exclusive property includes all documents, such as manuals, notebooks, reports, records, computer programs, employee lists, client lists, and the like in their custody or possession, whether delivered to Contractor by the City or made by the Contractor in the performance of the Services, relating to the business activities of the City, its clients, or suppliers and containing any information or data whatsoever, whether or not confidential information.
- c. Contractor agrees to deliver promptly all of the City's property and all copies of the City's property in Contractor's possession to the City at any time upon the City's request.

9. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- a. Contractor shall agree by their signature to the City's Indemnification Agreement, which is attached made part of this Agreement.
- b. Contractor shall provide the City evidence that all subcontractor's performing recreational therapy, its direct or indirect service delivery including transportation of clients, shall have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy.
  - i. All insurance providers shall be "A" rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com))
  - ii. Professional Liability including General, Good Samaritan, Personal Injury, and Malplacement liability, \$1,000,000 per occurrence, \$3,000,000 aggregate.
  - iii. Business auto liability \$500,000 per person, per occurrence
  - iv. It is also understood and agreed that the following shall be Additional Insured's: The City of Wyoming and including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear. The City reserves the right to waive this subsection.
- c. In addition the City requires that all contractors/subcontractors provide the City with written confirmation that they have obtained the necessary endorsement so that the City's rights as an additional insured are protected. Insurance companies require the endorsement as a means of notification both to itself and its underwriters of the fact that an additional insured has been added to the policy under the contract in question. Proof of insurance shall be provided to the City.
- d. It shall be the responsibility of the Contractor to ensure the full enforcement and maintenance of insurance requirements with any and all subcontractors.

10. OTHER RULES AND POLICIES.

- a. Contractor agrees to abide by all applicable rules, policies and procedures of the City.
- b. Contractor agrees to abide by all the applicable rules, policies and procedures of the Area Agency on Aging of Western Michigan Older Americans Act and Kent County Senior Millage.

- c. All specialists shall under go a criminal background check, driver's inquiry check, drug screen and physical, at the City's expense, prior to final acceptance of placement by the City.

#### 11. CONTINUING OBLIGATIONS.

Notwithstanding the termination of this Agreement for any reason, the provisions of SECTION 7 CONFIDENTIALITY of this Agreement will continue in full force and effect following such termination.

#### 12. BINDING EFFECT.

The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties. This Agreement may not be assigned by Contractor without the written consent of the City.

#### 13. CUMULATIVE RIGHTS.

The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

#### 14. WAIVER.

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

#### 15. SEVERABILITY.

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

#### 16. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the City and Contractor.

#### 17. NOTICE.

Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

The City:

City Clerk  
City of Wyoming  
1155-28<sup>th</sup> Street S.W.  
P.O. Box 905  
Wyoming, Michigan 49506-0905

Contractor:

Life Therapeutic Solutions, Inc.  
248 Thurston  
Wyoming, Michigan 49548.

Either party may change such addresses from time to time by providing notice as set forth above.

18. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

**CITY OF WYOMING:**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Jack A. Poll

Its: Mayor

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Heidi A. Isakson

Its: Clerk

**CONTRACTOR:**

Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
Jack Sluiter, City Attorney



**City of Wyoming**  
**INDEMNIFICATION AGREEMENT**

The Contractor agrees to indemnify, hold harmless and defend the City of Wyoming, its officers, council members, employees and all parties involved, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including actual court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, employees, subcontractors, licensees, invitees, and all parties involved.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, subcontractors, licensees, invitees and all parties involved, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, employees, subcontractors, licensees, invitees, and all parties involved associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid discharged or waived.

**INDEPENDENT CONTRACTOR**

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee or official of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee or official of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Wyoming Contracts. I have read the provisions and agree to the terms of these provisions.

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

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

A RESOLUTION TO AUTHORIZE CONTRACTING WITH LIFE THERAPEUTIC SOLUTIONS, INC AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. The City receives funding from the Kent County Senior Millage to operate the Stepping Stones homebound older adult therapeutic recreation program.
2. It is in the City's best interest to reauthorize an agreement with Life Therapeutic Solutions, Inc. to provide contracted Certified Therapeutic Recreation Specialist to provide recreational therapy service.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes contracting with Life Therapeutic Solutions, Inc. and authorizes the Mayor and City Clerk to execute 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:

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

ATTACHMENTS:  
Agreement

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**INTEROFFICE MEMORANDUM**

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**TO:** CURTIS HOLT, CITY MANAGER  
**FROM:** REBECCA RYNBRANDT, DIRECTOR OF COMMUNITY SERVICES  
**SUBJECT:** KENT COUNTY AGREEMENT TO PERFORM MONITORING SERVICES  
**DATE:** NOVEMBER 7, 2011  
**CC:** BARB VANDUREN, DEPUTY CITY MANAGER; LINDA LIKELY, DIRECTOR OF COMMUNITY DEVELOPMENT DEPARTMENT, KENT COUNTY

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With the recent retirement of Patrick Gaffney, coupled with the appointment of a new federal Housing and Urban Development (HUD) contract auditor to the City of Wyoming's Community Development Block Grant (CDBG) program, extensive review of our CDBG activities, their administration, and compliance with national objectives and federal regulations is underway.

As part of this review, HUD has recently directed that our agreements with Home Repair Services, Fair Housing Center of Western Michigan, and Compassion the Way are to be classified as sub-recipients per federal regulations, rather than the historical classification of contracted services. This change requires the City of Wyoming to establish a detailed monitoring process of their financial and programmatic performance as sub-recipients. Such a process is to include risk assessment, sub-recipient notification, desk audit, on-site monitoring (data gathering, analysis, interviews, exit conferences), and final determination. As you can infer, monitoring is labor intensive and requires a level of expertise in HUD regulations. Currently the City of Wyoming lacks in both regards – staffing and expertise.

In order to make up for these deficits, staff has reached out to HUD, the City of Grand Rapids, the City of Norton Shores, the City of Muskegon, and Kent County to explore various collaborative models. This continuing review revolves around immediate needs, such as monitoring, as well as long-term needs such as administration. One outcome for this review is our immediate desire to enter into an agreement with Kent County to represent the City of Wyoming in performing the necessary monitoring of our sub-recipients.

Significant dialog and review has occurred between my office and that of Kent County Community Development Director Linda Likely in establishing an agreement which harnesses the County's expertise in monitoring and leveraging staffing. Director Likely has been a true partner in developing this agreement, with a foundational goal of all parties to draft an agreement which protects the City of Wyoming's CDBG program, and maintain both HUD's and the public's trust in each entity's ability to provide for their core services. Per this agreement Kent County Community Development will perform a yearly on site monitoring visit to each of our service organizations to verify that the sub-recipient is operating in accordance with its City of Wyoming contract and applicable HUD regulations as well as to ensure that service files contain all the required documentation.

With your support, I request the opportunity to present this agreement to the City Council at the November 14, 2011 Work Session, and subject to their support, move the matter to the November 21, 2011 Regular Meeting agenda for final approval.

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**MONITORING SERVICES AGREEMENT**

This Community Development Block Grant Program Monitoring Services Agreement (the "Agreement") is entered by and between the **City of Wyoming** (hereinafter referred to as the "City"), a Michigan home rule city, the address of which is 1155 28<sup>th</sup> Street, SW, City, Michigan 49509, and the **County of Kent** (hereinafter referred to as the "County"), a Michigan municipal corporation, through its Community Development Department, the address of which is 300 Monroe Avenue NW, Grand Rapids, Michigan 49503. This Agreement is effective October 1, 2011.

**Recitals**

1. To ensure compliance with federal regulations, the City desires to enter into an agreement with the County to perform monitoring services of the City's Community Development Block Grant Program's (CDBG) subrecipient contracts.
2. The City does not have sufficient personnel to perform monitoring of the CDBG subrecipient contracts as required by federal regulations to successfully administer its CDBG federal grant program.
3. The County has personnel who are trained and qualified to provide the monitoring services desired by the City under this Agreement, and are willing to provide such services to the City.

Now, therefore, for good and valuable consideration referred to in this Agreement, the sufficiency of which is acknowledged hereto, the parties agree as under.

**Section 1: Monitoring Services**

- A. Subject to the terms of this Agreement, the City hereby retains the services of the County to perform monitoring services of the City's CDBG Program subrecipients: Home Repair Services, Fair Housing of Western Michigan, and Compassion This Way. Such monitoring services shall be consistent with U.S. Department of Housing and Urban Development's (HUD) mandated requirements.
- B. The City will continue to remain responsible for the overall administration of the CDBG program and for determining compliance by the subrecipients with all CDBG program requirements.

**Section 2: Duties of the County**

- A. The County will perform on-site monitoring once a year and concurrently with the

County's monitoring schedule of the common subrecipient agencies in a manner which is consistent with HUD's monitoring requirements.

- B. The County shall maintain for the City complete records of the services performed pursuant to this Agreement. Such records shall include reports of inspections, monitoring review check lists, related correspondence, correction notices and approvals. Monitoring reports including information such as national objective, eligibility, files sampled, scheduled on-site inspection date, completed date, and monitoring results, including correction notices shall be provided to the City within sixty (60) days of the monitoring visit.
- C. The County will provide all records and reports to the City, upon request, to satisfy the City's audit requirements.
- D. The County will provide all records and reports to the City, upon request, to satisfy monitoring visits conducted by the U.S. Department of HUD.

### **Section 3: Duties of the City**

- A. The City shall provide to the County all information necessary to conduct and complete the monitoring services, including but not limited to, project proposals, awards, contracts, invoices, payments, quarterly and annual reports, and communications.
- B. The City will provide the County access to the City of Wyoming's Five Year Consolidated Plan, Annual Action Plan, and CAPER.
- C. The City shall be responsible for the enforcement of any agreed upon sanctions of the subrecipients as a result of the monitoring.
- D. The City shall also be responsible for enforcement of any corrective actions with regards to any findings or concerns relating to subrecipients pursuant to the monitoring report.

### **Section 4: Equipment and Supplies**

- A. The County shall provide and maintain, at its own expense, such equipment and supplies necessary to perform the duties required by this Agreement.

### **Section 5: Motor Vehicle**

- A. The County shall provide any motor vehicles required for the performance of its duties pursuant to this Agreement and shall be responsible for all expenses associated with the operation of such motor vehicles, including gasoline, maintenance, repairs, insurance, and all incidental costs. Motor vehicles shall be in good repair and identifiable as representing the municipality.

### **Section 6: Compensation**

- A. As compensation for the services provided by this Agreement, the City shall pay the County an amount not to exceed \$2,000.00 (hereinafter referred to as Attachment 'A', attached and incorporated by reference herein.
- B. The County shall not be entitled to any benefits or payments of any kind in the provision of these services, except as provided for in this paragraph. The County shall invoice the City for services rendered after completion of all monitoring services under this Agreement, and the City shall reimburse the County within thirty (30) days of submission of invoices.

**Section 7: Sub-recipient Contract**

- A. In the performance of all work, duties and obligations pursuant to this Agreement, it is mutually understood and agreed that the County, its officers and employees are and shall be at all times acting and performing services as a sub-recipient contract with the City.
- B. The City shall neither have nor exercise any control or direction over the methods by which the County's personnel perform the work and functions called for under this Agreement, except that the County agrees at all times to comply completely and fully with the provisions of this Agreement and applicable federal laws and regulations.
- C. The City may perform or cause to be performed random quality assurance actions related to the service provided.

**Section 8: Insurance and Indemnification**

- A. City and County shall at all times secure and maintain in force comprehensive general liability insurance. This insurance shall be written in comprehensive form and shall protect against all claims for personal and bodily injuries to members of the public and damage to property arising from any act or omission of the providing municipality under this Agreement. The parties acknowledge that the insurance liability limits provided may include self-insurance retention under the terms of a municipal self-insurance risk management program (e.g. Michigan Municipal Risk Management Authority). In addition, the City shall indemnify the County, to the full extent permitted by law, from and against claims arising out of the County's provision of services pursuant to this Agreement except for claims caused by the County's gross negligence or intentional acts.

The liability limits shall not be less than:

Bodily Injury:	\$1,000,000.00 each occurrence; \$2,000,000.00 aggregate.
Property Damage:	\$1,000,000.00 each occurrence;

\$2,000,000.00 aggregate.

The City and County shall promptly notify each other of any knowledge regarding any occurrence which may result in a claim, and shall cooperate with each other whenever any claim is filed with respect to the services rendered pursuant to this Agreement.

**Section 9: Term**

- A. The term of this Agreement shall commence on the date above written until terminated as provided herein. The parties may agree to extend the term of the Agreement upon mutual agreement evidenced in writing.

**Section 10: Termination by Notice**

- A. This Agreement may be terminated by the City or County, without cause or reason, at any time, upon thirty (30) business days' written notice to the other party. In the event of termination, the City shall pay to the County any and all amounts due for work performed under the Agreement to the date of termination.

**Section 11: Effect of Termination**

- A. Upon termination or expiration of this Agreement, the parties shall have no further obligation to each other except for obligations accruing prior to the effective date of the termination or expiration. However, the City and County shall be obligated to cooperate with each other whenever any claim is filed against either of them with respect to the services rendered pursuant to this Agreement, which obligation shall continue without regard to termination or expiration of this Agreement.

**Section 12: Miscellaneous**

- A. This Agreement shall be non-assignable.
- B. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, assigns, and successors.
- C. All notices and other documents to be served or transmitted shall be in writing and addressed to the respective parties at the addresses stated above or such other address or addresses as shall be specified by the parties from time to time, and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. Alternative means of transmittal utilizing electronic media may be used as agreed upon by both parties and in conformance with applicable laws and regulations pertaining to its use.
- D. Records shall be retained in conformance with State of Michigan General Record Retention and Disposal Schedule adopted by the respective community.

- E. Freedom of information requests related to the services provided in this agreement shall be processed according to rules governing such requests. Parties of this agreement shall promptly notify one another of such requests.
- F. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law.
- G. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Agreement.
- H. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect.
- I. This Agreement represents the entire understanding and agreement between the parties, and all prior understandings and agreements are specifically merged in this Agreement.
- J. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**CITY OF WYOMING**

By: \_\_\_\_\_  
Jack Poll, Mayor

By: \_\_\_\_\_  
Heidi Isakson, Clerk

Approved as to form

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

**COUNTY OF KENT**

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

Sandi Frost Parrish, Chair  
Board of Commissioners

Approved as to form

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Sangeeta Ghosh  
Kent County Assistant Corporate Counsel

Attest

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Mary Hollinrake  
Kent County Clerk

**Attachment 'A'**

**Compensation for Monitoring Services**

**Employee Hourly Wages and Benefits**

**Cost Allocation**

**Equipment and Supplies Cost**

**Vehicle Cost**

**Total (not to exceed):** \_\_\_\_\_

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**INTEROFFICE MEMORANDUM**

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**TO:** CURTIS HOLT, CITY MANAGER  
**FROM:** REBECCA RYNBRANDT, DIRECTOR OF COMMUNITY SERVICES  
**SUBJECT:** KENT TRAILS AGREEMENT  
**DATE:** OCTOBER 24, 2011  
**CC:** BARB VANDUREN, DEPUTY CITY MANAGER, WILLIAM DOOLEY,  
DIRECTOR OF PUBLIC WORKS

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REAUTHORIZATION OF COLLABORATIVE AGREEMENT

In 1991 the City of Wyoming entered into a twenty (20) year joint agreement with the County of Kent, the cities of Grand Rapids, Grandville, and Walker, and the township of Byron Center to construct, administer, maintain, and operate the linear non-motorized pathway commonly known as Kent Trails.

The trail provides a conduit for citizens of all jurisdictions to travel between communities, engaging in local commerce as well as the enjoyment of public spaces. As you are aware, the Kent Trail is regularly used by Wyoming citizens in the pursuit of recreation, leisure and wellness activities such as biking, jogging, walking, and rollerblading. Historical surveys indicated over 50% of Wyoming citizens have used and value the Kent Trail. The reauthorization of the attached agreement provides for the continuance of the trail and ensures its maintenance for safe, quality experiences and use by our citizens.

The agreement is once again proposed for 20 years with costs to be born by each participating community assigned by percentage based upon a proximity principal of residents to the trail. The new percentage formula distribution reflects the growth of residences in Byron Township and Grandville. Wyoming has historically been responsible for 20.7% of trail costs, while under the new formula it will account for only 17.6%.

Having conferred with both Bill Dooley and Jack Sluiter, it is my recommendation that the agreement go forth for final approval. With your support, I request that this matter be placed on the November 14, 2011 City Council Work Session Agenda.

**RESTATEMENT OF INTERLOCAL AGREEMENT  
TO OPERATE AND MAINTAIN  
KENT TRAILS**

This is a restatement of an Interlocal Agreement (the "Agreement") entered into in 1991, by and among the cities of Grand Rapids, Grandville, Walker, and Wyoming, Byron Township, and the Kent County Road Commission ("KCRC"). This Restatement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2011, with the County of Kent through its Parks Department ("KCPD") replacing for all purposes the Kent County Road Commission and the Kent County Road Commission being released and removed from the Agreement for all purposes other than its independent statutory obligations regarding road surfaces and maintenance.

WHEREAS, the cities of Grand Rapids, Grandville, Walker, and Wyoming, and Byron Township, and the Kent County Road Commission entered into an Interlocal Governmental Agreement in 1991 pursuant to which a non-motorized trail was constructed and operated within Kent County and is known as "Kent Trails"; and

WHEREAS, the parties wish to update and restate their agreement;

IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I  
PURPOSE AND STATUTORY AUTHORITY**

The purpose of this Agreement is to establish certain interconnected non-motorized trail segments known collectively as "Kent Trails" (the "Trail") pursuant to the Intergovernmental Contracts Act, MCL 124.1 et. seq. and the Recreation and Playgrounds Act, MCL 123.51 et. seq. and to allocate among the parties to the Agreement responsibility for the administration, maintenance, operation, costs and liability connected with the Trail.

**ARTICLE II  
PARTIES**

The parties to this Agreement shall be the cities of Grand Rapids, Grandville, Walker, and Wyoming, Byron Township (together the "participating municipalities"), and the County of Kent.

**ARTICLE III  
EFFECTIVE DATE AND TERM**

This Agreement shall become effective immediately upon the approval of the legislative bodies of all of the participating municipalities to the Agreement and upon approval of the County and upon the execution of this Agreement by the authorized representatives of each party. The Agreement shall remain in effect for a period of twenty

(20) years from the effective date. The Agreement may be extended upon the mutual written agreement of the parties.

**ARTICLE IV**  
**DESCRIPTION OF RIGHT OF WAY AND RESERVATION OF RIGHTS**

The Trail shall be situated in Kent County beginning in the southern portion of the County at 84th Street and continuing to its terminus in the City of Grand Rapids. See attached Exhibit A. Portions of the Trail shall be situated on abandoned railroad right of way and other easements with the remaining portions situated on city street right of ways.

The KCPD presently owns three miles of the abandoned railroad right of way in fee title. The KCPD agrees to permit those portions of the right of way reasonably necessary for the operation of the Trail to be used for that purpose during the term of this Agreement. The portion of the Trail owned by KCPD is generally described as the Penn Central right of way and is shown on the attached Exhibits B-2 and B-3.

The Trail as situated in Byron Township is shown on the attached Exhibits A, and B-1 through B-4. It is intended by the parties that the Trail shall be situated on property generally described as beginning at the Douglas Walker Park, along 84th Street to the Penn Central right of way, along the Penn Central right of way north (Exhibits B-2 and B-3), through the City of Wyoming's easement (Exhibit B-4), to the border of the City of Wyoming. Byron Township does not hold fee title to any portion of the railroad right of way within the Township. With respect to the portion of the Trail situated on county road right of way, KCPD and Byron Township agree that the use of such right of way for Trail purposes shall be maintained for the term of this Agreement.

Within the City of Wyoming, the Trail shall be situated as shown in the attached Exhibits A, and C-1 through C-6. Leases, easements and parcels owned by the City of Wyoming are detailed in Exhibits B-4 and C-7 through C-11. The Trail shall be situated on the property generally described as entering the City of Wyoming on the Penn Central right of way at the equivalent of 60th Street (Exhibit C-1), continuing north on the right of way (Exhibit C-2) and entering Grandville at the Consumers Power easement (primary route shown on attached Exhibit C-2) or at 44<sup>th</sup> Street (alternate route shown if primary route not available), reentering the City of Wyoming from Pine Creek Avenue to the railroad right of way (Exhibit C-3), north to Prairie Street (Exhibit C-4), then west on Prairie and entering the City of Grandville (Exhibit C-5), re-entering Wyoming along Indian Mounds Drive easterly to the railroad bridge crossing the Grand River into the City of Grand Rapids (Exhibit C-6). The City of Wyoming presently owns several segments of former railroad right of way in fee title (Exhibits C-7, C-8, C-9 and C-10). The City of Wyoming holds title to property located in the City of Grandville, the sewage treatment plant (Exhibit C-6), and property partially located in the City of Grand Rapids, the railroad bridge (Exhibit C-11), on which the Trail shall be situated. The City of Wyoming also holds an easement in Byron Township (Exhibit B-4) on which the Trail shall be situated. For those parcels owned outright and on which the Trail is situated, the City of Wyoming agrees to permit those portions of the right of way reasonably necessary for the operation of the Trail to be used for that purpose during the term of this

Agreement. For those parcels sold prior to the date of this Agreement on which the Trail is situated and for which the City of Wyoming holds an easement (Exhibit B-4), the City of Wyoming agrees to permit those portions of its interest reasonably necessary for the operation of the Trail to be used for that purpose during the term of this Agreement. With respect to the portions located on city street right of way, the City of Wyoming agrees that use for Trail purposes shall be maintained for the term of this Agreement. The City of Wyoming further agrees that it shall not sell or otherwise encumber the parcels owned by it and shown on the attached Exhibits B-4 and C-7 through C-11 unless it reserves or receives an easement from the grantee dedicating a portion of the property to Trail use.

Within the City of Grandville, the Trail shall be situated as shown in the attached Exhibits A, D-1, D-2, D-3 and D-4. The Trail shall be situated on the property generally described as entering Grandville at the Consumers Power easement (primary route shown on D-1) or at 44th Street (alternate route if primary route is not available) to Spartan Industrial Drive, to Pine Creek Avenue (Exhibit D-2), then entering the City of Wyoming, reentering the City of Grandville on Prairie Street, then west to Ivanrest Avenue (Exhibit D-3), northward to the City of Wyoming sewage treatment facility, then easterly on Indian Mounds Drive into the City of Wyoming (Exhibit D-4). Grandville does not hold title to any portion of the abandoned railroad right of way located within its city limits. With respect to the portion of the Trail situated on city street right of way, Grandville agrees that such use shall be maintained for the term of this Agreement.

Within the City of Walker, the Trail shall be situated as shown in the attached Exhibits A, E-1 and E-2. The Trail shall be situated on property generally described as beginning at Johnson Park, easterly on Veterans Memorial Drive to the City of Grand Rapids. None of the abandoned railroad right of way is located within the Walker city limits. With respect to the portion of the Trail situated on city street right of way, Walker agrees that such use shall be maintained for the term of this Agreement.

Within the City of Grand Rapids, the Trail shall be situated as shown in the attached Exhibits A and F. The Trail shall be situated on property generally described as beginning at the railroad bridge crossing the Grand River, then easterly along the river to the highway crossing, then continuing east to the Trail's north trailhead, then under the highway to existing trails owned by the City of Grand Rapids. The City of Grand Rapids presently owns railroad right of way in fee title that will comprise a portion of the Trail. For those parcels owned outright, the City of Grand Rapids agrees to permit those portions of the right of way reasonably necessary for the operation of the Trail to be used for that purpose during the term of this Agreement. With respect to portions located on city street right of way, the City of Grand Rapids agrees that use for Trail purposes shall be maintained for the term of the Agreement. The City of Grand Rapids further agrees that it shall not sell or otherwise encumber the parcels shown on the attached Exhibit F unless it reserves or receives an easement from the grantee dedicating a portion of the property to Trail use.

The parties mutually consent that the right of ways described in this Article shall be used as a non-motorized recreational trail for the term of this Agreement.

**ARTICLE V**  
**LIMITATION ON USE**

For those portions of the Trail not contiguous to road surfaces utilized by motor vehicles, the Trail's use shall be limited to non-motorized recreational uses. The use of any motorized vehicles of any kind on the limited use portions of the Trail shall be prohibited for the life of this Agreement, except as allowed by law. The use of the Trail situated on railroad right of ways and other easements or right of ways not situated on city street or county road right of ways shall be subject to the Kent County Park Rules, as may be adopted from time to time pursuant to the Kent County Parks Ordinance.

**ARTICLE VI**  
**ADMINISTRATION, OPERATION AND MAINTENANCE**

The KCPD shall be responsible for the day to day administration, operation and maintenance of the Trail as follows:

1. City street and County Road Right of Ways. For all parcels that lie on city street and county road right of ways as listed on the attached Exhibit G, the KCRC, with respect to county road right of ways, or the participating municipality in which the Trail is located shall be solely responsible for the administration, operation and maintenance of the right of way as part of its city street or county road system. The parties intend that those portions of the Trail located on city street or county road right of ways shall be maintained in a condition passable for its intended use by non-motorized vehicles.

2. Railroad and Other Right of Ways. Each of the participating municipalities shall retain and continue its obligations for the operation and maintenance of the railroad right of way and other easements or right of ways not situated on city street right of ways in its jurisdiction which are not utilized as Trail surface. Notwithstanding the foregoing, KCPD shall be responsible for clean-up of litter resulting from Trail use on non-city street right of ways. The KCPD shall administer, operate and maintain the portion of the surface of the non-city street right of ways or easements utilized as the Trail in a good state of maintenance and repair, including the trimming and cutting of trees and shrubs which physically intrude on or interfere with the use of the Trail.

3. Grand Rapids Water Pipeline Easement. In the event that the City of Grand Rapids engages in repair or other activities on the water pipeline easement after the opening of the Trail for public use, the City of Grand Rapids shall be responsible for asphalt and turf repair required by its activities.

4. Trail Rules. The Kent County Park Rules as may be adopted from time to time pursuant the Kent County Parks Ordinance including but not limited to the Rules regarding hours of operation, use of alcohol, and leasing of the facilities, shall apply to those portions of the Trail not situated on city, street or county road right of ways.

**ARTICLE VII**  
**ALLOCATION OF COSTS**

The annual administration, operating and maintenance costs of the Trail incurred by the Kent Count Parks Department shall be divided among the parties in the percentages set forth below. The KCPD shall invoice each participating municipality annually for the prior twelve month's actual expenses. An accounting of costs incurred by the KCPD shall be included with each invoice for payment. The participating municipalities shall pay the invoiced amounts within thirty (30) days of the receipt of the invoice.

The invoice shall contain two components. The first component will be the administration, operating and maintenance costs of the Trail including, but not limited to, the costs incurred for mowing, grading, repairing (other than paving), improving, signage, painting, insurance, and administrative and legal fees. No improvement project in excess of \$5,000 shall be undertaken in any annual period without the approval of parties representing a majority of the allocated costs of administration, operation and maintenance of the Trail.

The second component will be a charge for reconstruction or major repair to the Trail. The charge will represent each party's contribution to a reconstruction and major repair fund. The combined contribution rate for all parties shall total \$20,000 per year for the first ten years of this agreement and \$25,000 for the final ten years. The total annual contribution shall be divided among the parties in the percentages set forth below and as shown in Exhibit G. The County of Kent shall manage the reconstruction and major repair fund, with earnings attributable to the fund balance being returned to the fund in addition to the County's annual contribution as described above. In the event that the actual cost of reconstruction and major repair exceeds the amount in the fund, municipalities shall be invoiced for those costs in excess of the fund balance, based upon the allocation method provided in this Article. In the event that this Agreement terminates, the balance, if any, in the reconstruction and major repair fund will be distributed to the parties in accordance with the expense allocation ratio of the parties, prorated to reflect each party's number of years of participation in the fund.

The annual administration, operation and maintenance costs of the Trail, including the cost of liability insurance as provided in Article VIII, and the reconstruction fund contribution shall be allocated among the parties as follows:

County of Kent	50.0%
City of Grand Rapids	13.5%
City of Grandville	7.1%
City of Walker	4.0%
City of Wyoming	17.6%
Byron Township	7.8%

The estimated annual cost to administer, operate, maintain and insure the trail (“annual operations”) are as follows:

ANNUAL OPERATIONS

Labor, Materials, Equipment, Insurance                      \$20,000.00

Based on the estimated annual costs of administering, operating, maintaining and insuring the trail, and the defined contribution rates toward the reconstruction and major repair fund as set forth in Exhibit H, the estimated annual costs to each party are as follows:

<u>Years 2011 to 2020</u>	<u>Annual Operations</u>	<u>Reconstruction</u>	<u>Total</u>
Kent County	\$10,000	\$10,000	\$20,000
Grand Rapids	2,700	2,700	5,400
Grandville	1,420	1,420	2,840
Walker	800	800	1,600
Wyoming	3,520	3,520	7,040
Byron Township	1,560	1,560	3,120
<b>TOTAL</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$40,000</b>

<u>Years 2011 to 2020</u>	<u>Annual Operations</u>	<u>Reconstruction</u>	<u>Total</u>
Kent County	\$10,000	\$12,500	\$22,500
Grand Rapids	2,700	3,375	6,075
Grandville	1,420	1,775	3,195
Walker	800	1,000	1,800
Wyoming	3,520	4,400	7,920
Byron Township	1,560	1,950	3,510
<b>TOTAL</b>	<b>\$20,000</b>	<b>\$25,000</b>	<b>\$45,000</b>

Each partner will be invoiced for the actual cost of annual operations.

**ARTICLE VIII**  
**INSURANCE**

KCPD shall insure the liability for the operation and maintenance of those portions of the Trail not situated on city or county street right of ways. The insurance required under this provision may be obtained by KCPD through Kent County’s self-insurance or through a commercially available insurance policy.

Each party to this Agreement, other than the KCPD, shall insure specifically its liability for the operation of the portions of the Trail on the city street right of ways in its municipality. Any party may meet its insurance requirement through the purchase of a policy of commercial insurance or it may self-insure through a duly adopted policy of self-insurance.

KCPD shall furnish to the other parties certificates of insurance showing the following insurance coverage to be in force throughout the term of this Agreement:

a. Worker's Compensation and Employer's Liability with minimum limits as follows:

worker's compensation -	statutory
employer's liability -	\$100,000 each accident, \$100,000 each disease, \$500,000 policy limit

b. Comprehensive General Liability Insurance coverage (ISO 1973 form with broad form endorsements or ISO 1986 form without restrictions) - occurrence form including coverage for bodily injury, property damage, personal injury liability coverage and for damage to property of third parties, with a minimum combined coverage for each occurrence of \$2 million and \$10 million general aggregate.

c. Michigan "No Fault" Comprehensive Automobile and Truck Liability Insurance and Residual Automobile Liability, comprehensive form, covering owned, hired, and non-owned automobiles with the following minimum limits:

no-fault coverage	statutory
bodily injury	\$500,000 per person, \$1,000,000 per occurrence
property damage	\$500,000 per occurrence, or a combined single limit of \$1,000,000 per occurrence

The public liability insurance policy shall include, by endorsement to the policy, a statement that a notice shall be given to all insured parties by certified mail thirty (30) days prior to cancellation or upon any material change in coverage. KCPD hereby agrees to maintain the above listed insurance policies during the term of this Agreement. The cost of the public liability insurance shall become a cost allocated among the parties pursuant to Article VII.

## **ARTICLE IX** **INDEMNIFICATION**

Each of the parties to this Agreement shall indemnify and hold each other party, their agents and employees, harmless from any and all costs, expenses, claims, debts, causes of action or judgments, including reasonable attorneys' fees, as a result of any damage to any property and/or injury to any person arising from the administration, operation or maintenance of the Trail located on the city street right of ways under the jurisdiction of the indemnifying party. In addition, the KCPD shall indemnify and hold each participating municipality, their agents and employees, harmless from any and all costs, expenses, claims, debts, causes of action or judgments, including reasonable attorneys' fees, as a result of any damage to any property and/or injury to any person arising from the administration, operation or maintenance of the portion of the Trail by KCPD or on those portions of the Trail not located on city street right of ways. The foregoing indemnities shall not apply to any such damage or injury resulting from the fault of any other party or the party's agents or employees.

**ARTICLE X**  
**TRAIL ADVISORY BOARD**

There is hereby created a Trail Advisory Board which shall consist of one representative from each of the parties to this Agreement. The terms and method of selection and appointment of the representatives shall be determined by the individual governmental authorities of the participating municipalities and the KCPD.

The purpose of the Trail Advisory Board shall be to advise the KCPD with regard to the use and operation of the Trail. The Trail Advisory Board shall meet as often as deemed necessary. The Trail Advisory Board shall have the status and authority accorded to an advisory body and shall act in an advisory capacity only.

**ARTICLE XI**  
**ADDITIONAL PARTICIPANTS**

Additional municipalities may be admitted as parties to this Agreement upon their approval of this Agreement and upon the approval of the legislative bodies of each of the participating municipalities and the KCPD and upon the adoption by the parties of a revised allocation of costs schedule under Article VII.

**ARTICLE XII**  
**TERMINATION**

This Agreement may be terminated by mutual consent of the parties responsible for not less than eighty percent (80%) of the allocated cost of administration, operation, and maintenance of the Trail.

**ARTICLE XIII**  
**MERGER AND AMENDMENT**

This Agreement constitutes the complete expression of the Agreement between the parties and there are no other oral or written agreements or understandings between the parties concerning this Agreement. This Agreement may only be modified or amended by subsequent written agreement approved by the legislative body of each participating municipality and the County and executed by the appropriate representative(s) of each party.

**ARTICLE XIV**  
**SEVERABILITY**

This Agreement shall be interpreted in a manner consistent with applicable law. If any portion is held to be illegal, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.

**WITNESS:**

\_\_\_\_\_

**COUNTY OF KENT**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**CITY OF GRAND RAPIDS**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**CITY OF GRANDVILLE**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**CITY OF WALKER**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**CITY OF WYOMING**

**By:** \_\_\_\_\_

**Its: Mayor**

**By:** \_\_\_\_\_

**Its: Clerk**

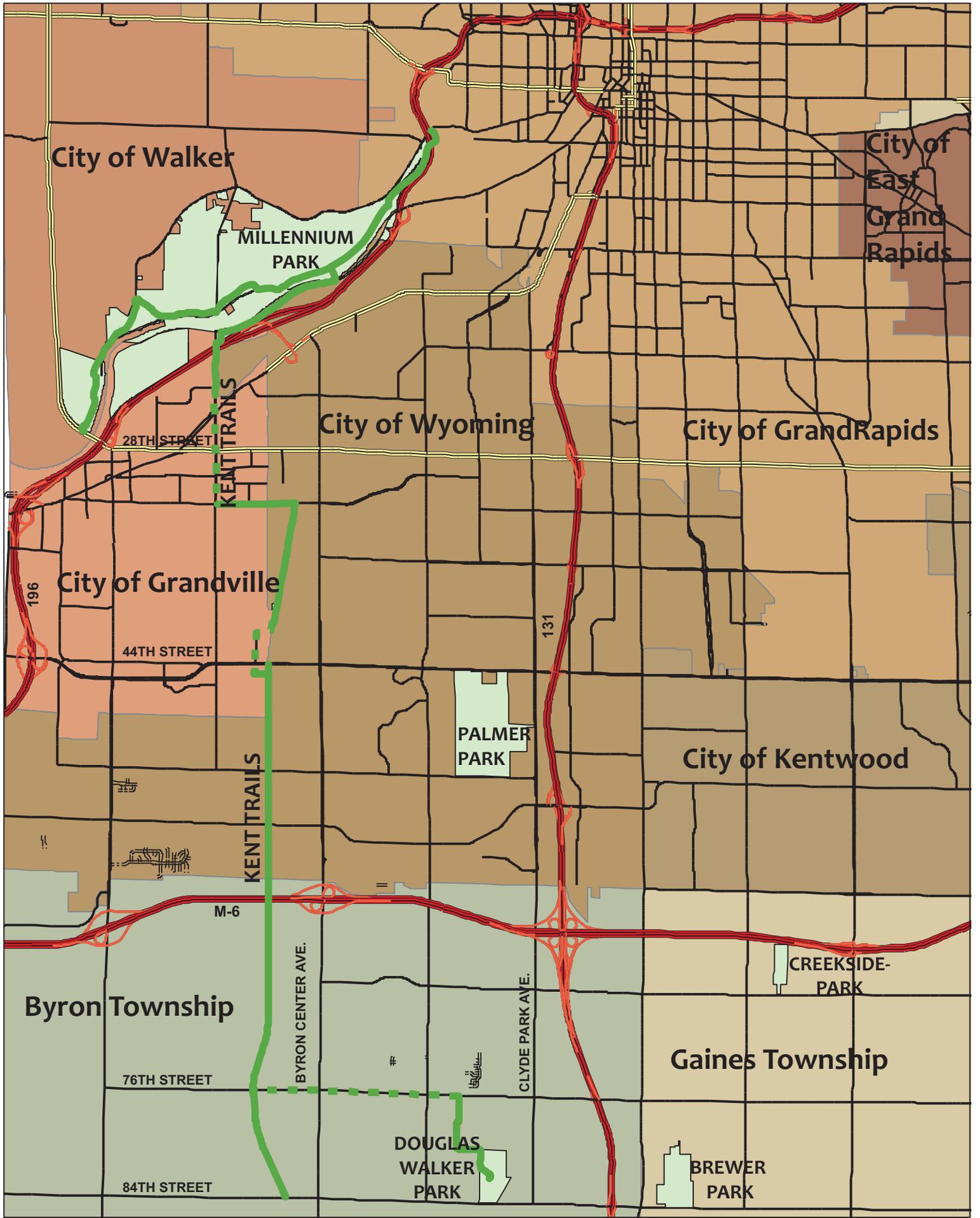
**WITNESS:**

\_\_\_\_\_

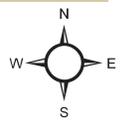
**BYRON TOWNSHIP**

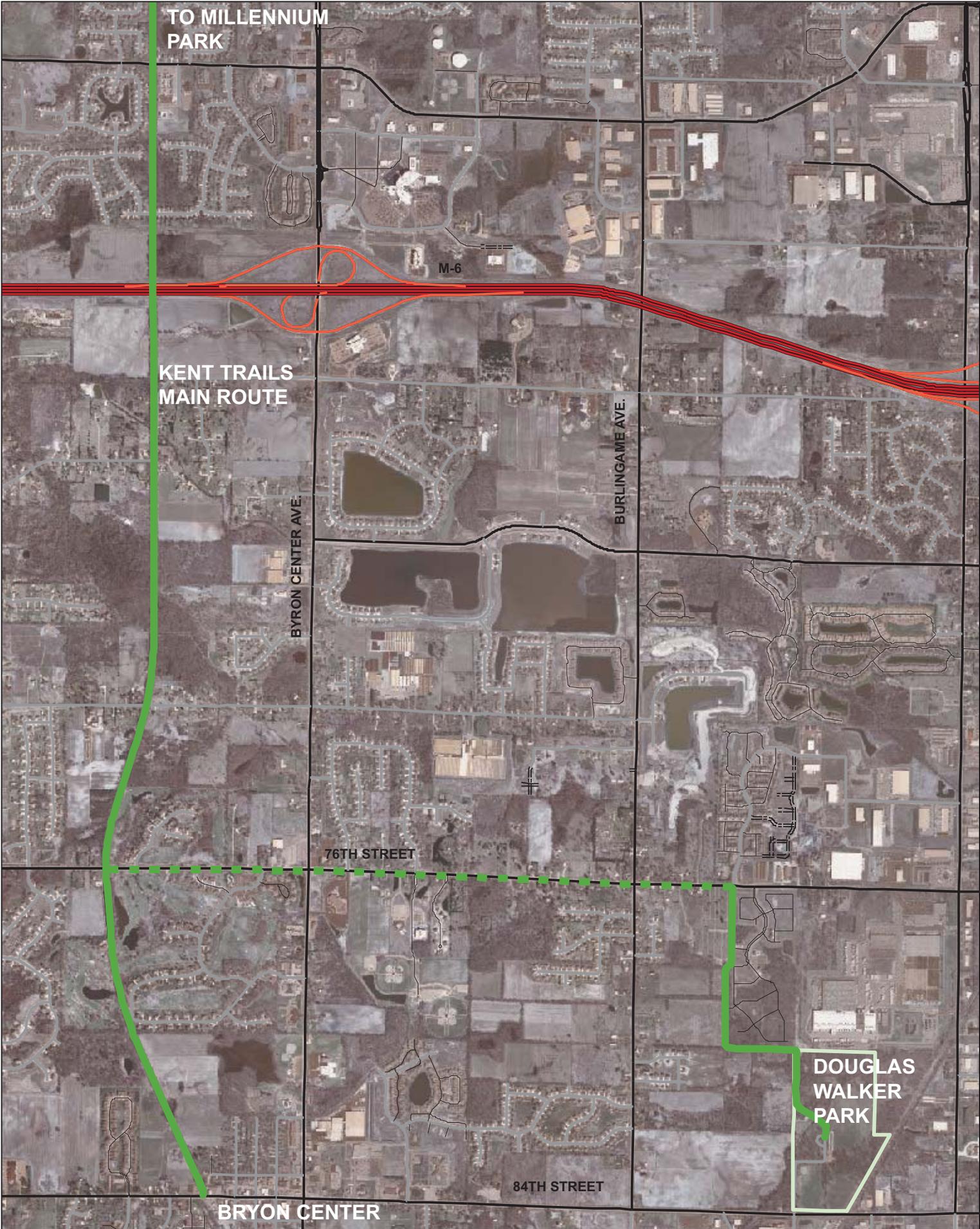
**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

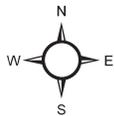


**EXHIBIT A**  
Overall Trail Map



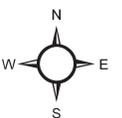


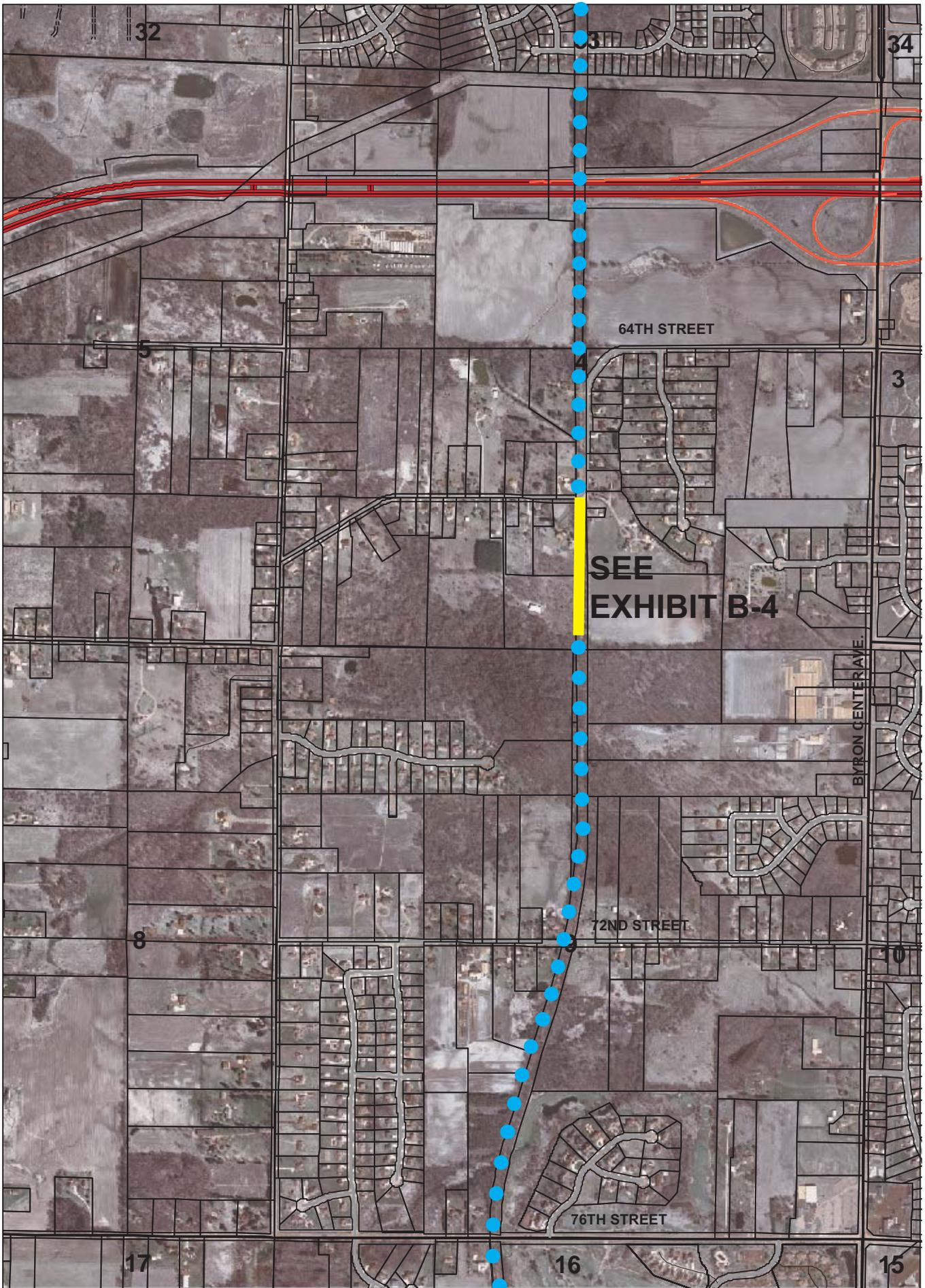
**EXHIBIT B-1**  
Bryon Township Overview



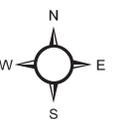


**EXHIBIT B-2**  
**SEC 16 & 21 T5N R12W**  
**Byron Township: 84th St to 76th St**





**EXHIBIT B-3**  
**SEC 4 & 9 T5N R12W**  
**Byron Township: 76th St to Wyoming border**



CITY OF WYOMING  
LISTING INFORMATION

Listing 132 A

Legal Description: Parcels .41-21-04-300-021 (2898-64th St; 10 Acres)  
 41-21-04-451-004 (2798-64th St; Former Railroad R.O.W.)  
 41-21-04-451-003 (6791 Byron Center Ave; 19.24 Acres)  
 41-21-09-200-001 (6801 Byron Center Ave; 18.5 Acres)

File No. CP B1-1, -2, -3

Size: <u>See Below</u>	Zoning: <u>Rural Residential</u>
Area: <u>51.2 Acres</u>	School Dist.: _____

	Yes	No	Size		Yes	No
Sanitary Sewer:	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lateral:	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Bituminous:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wye:	<input type="checkbox"/>	<input type="checkbox"/>		Gravel:	<input type="checkbox"/>	<input type="checkbox"/>
Storm Sewer:	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Curb:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lateral:	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Sidewalk:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Watermain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Drive Approach:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Service:	<input type="checkbox"/>	<input type="checkbox"/>		Gas:	<input type="checkbox"/>	<input type="checkbox"/>

Parcel Obtained: For water supply site Fund: Water

Comments: One half mineral rights reserved by former owners of 18.5 acre portion. The City shall retain an easement for a Non Motorized Bike Path over the Railroad R.O.W. Property East of former Railroad is being leased for Farming. (Lease terminates on Dec 1, 1989.)

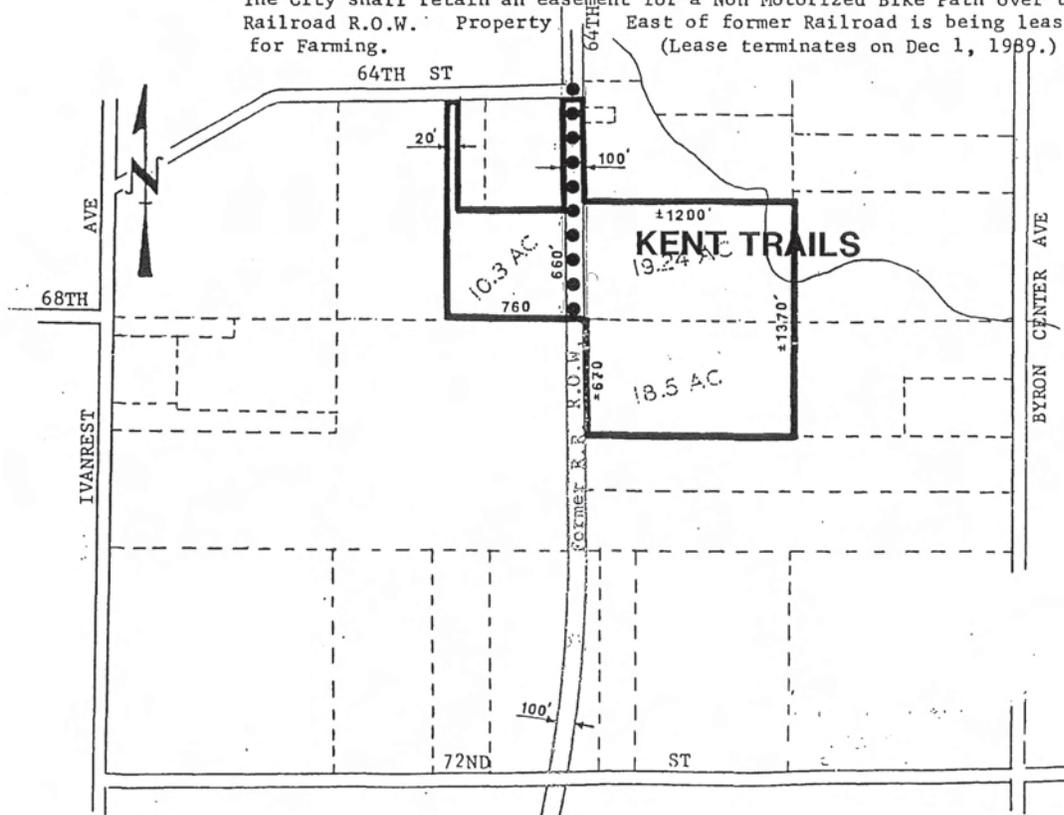
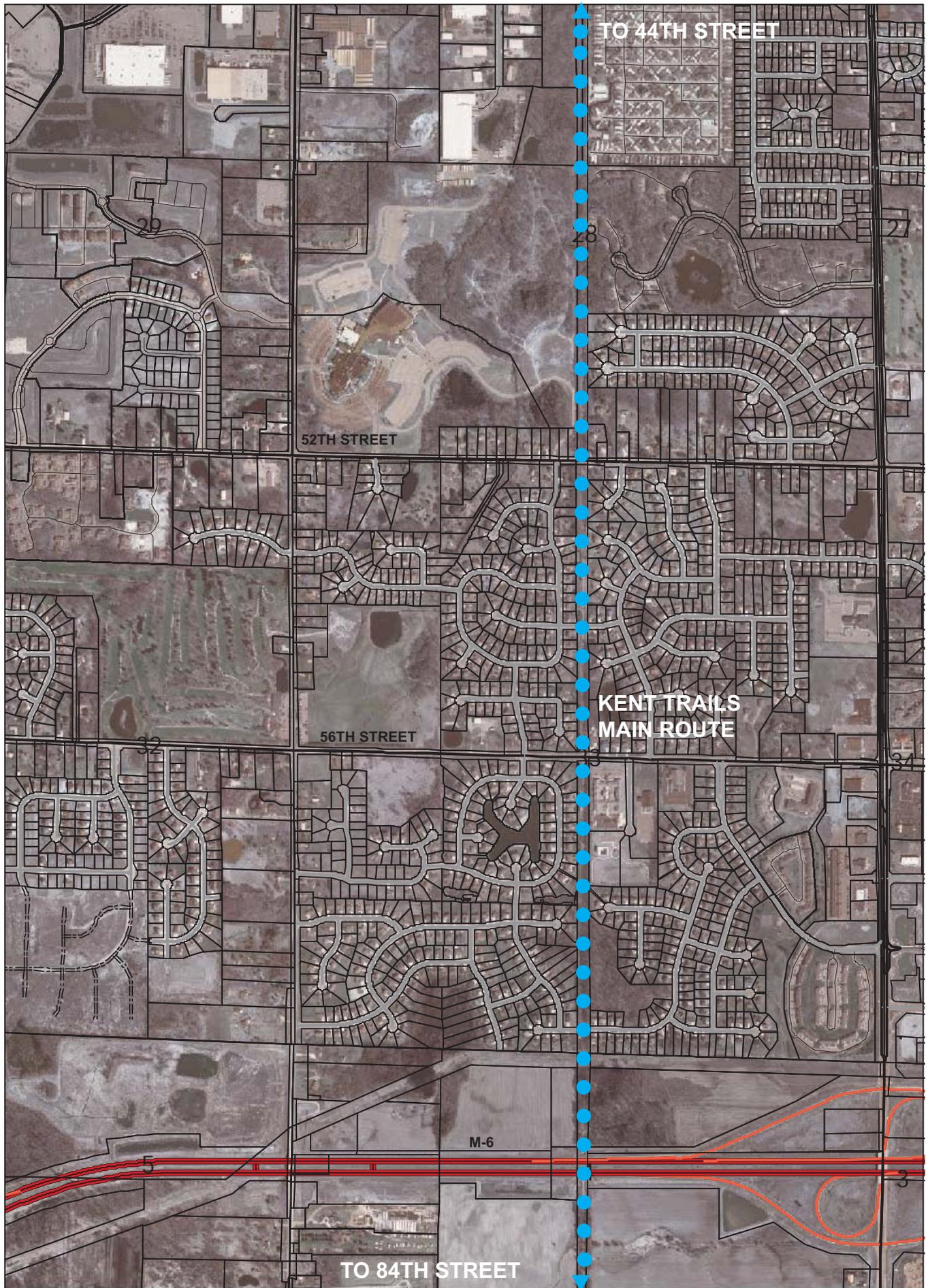
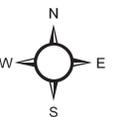


EXHIBIT B-4

Detail of Wyoming's easement within Byron Township



**EXHIBIT C-1**  
**Wyoming: Byron Township border to Grandville split ROW**



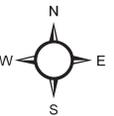


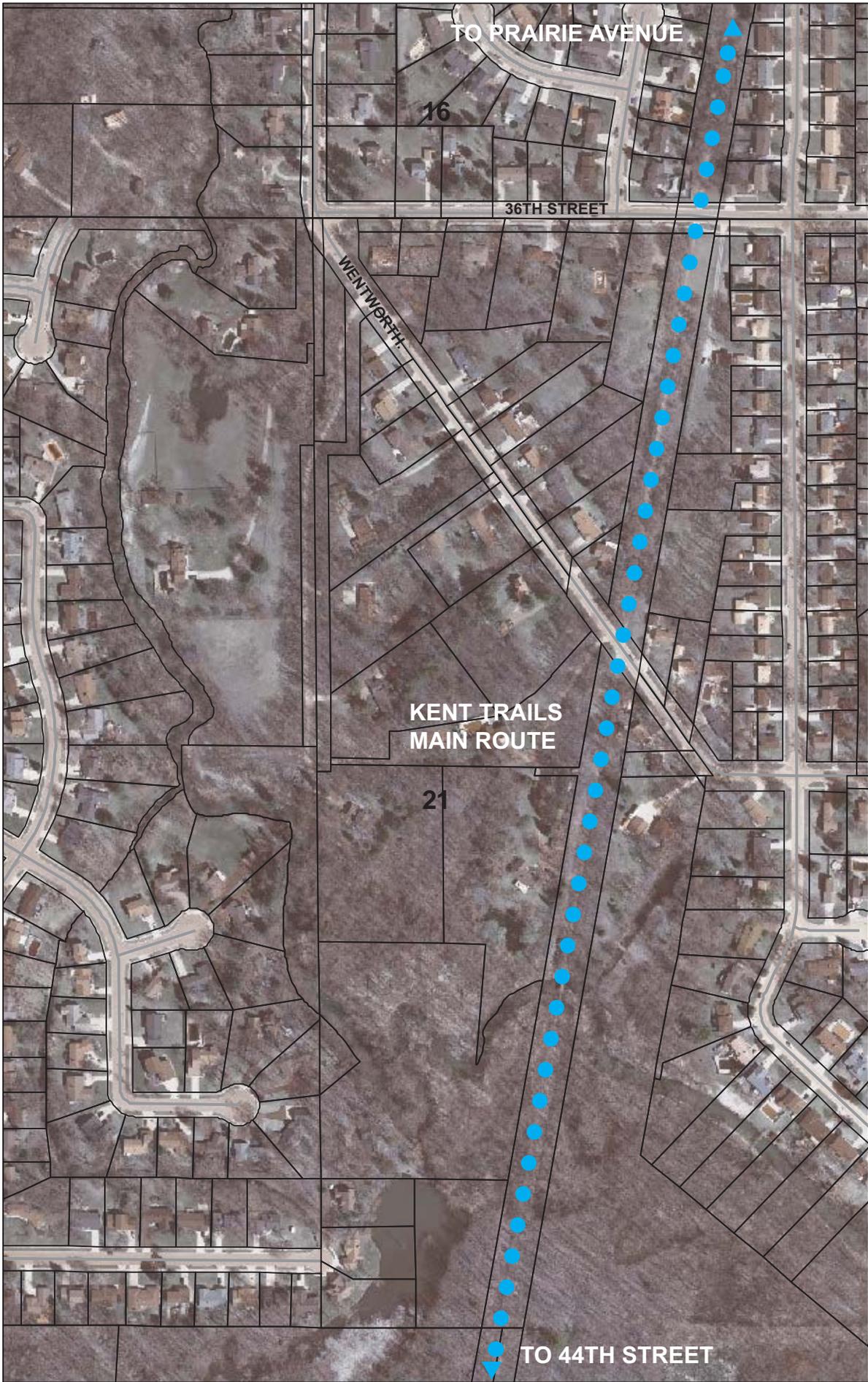
**EXHIBIT C-2**  
**SEC 28 T6N R 12W**  
**Wyoming: Split ROW with Grandville to 44th St**



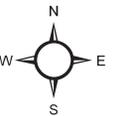


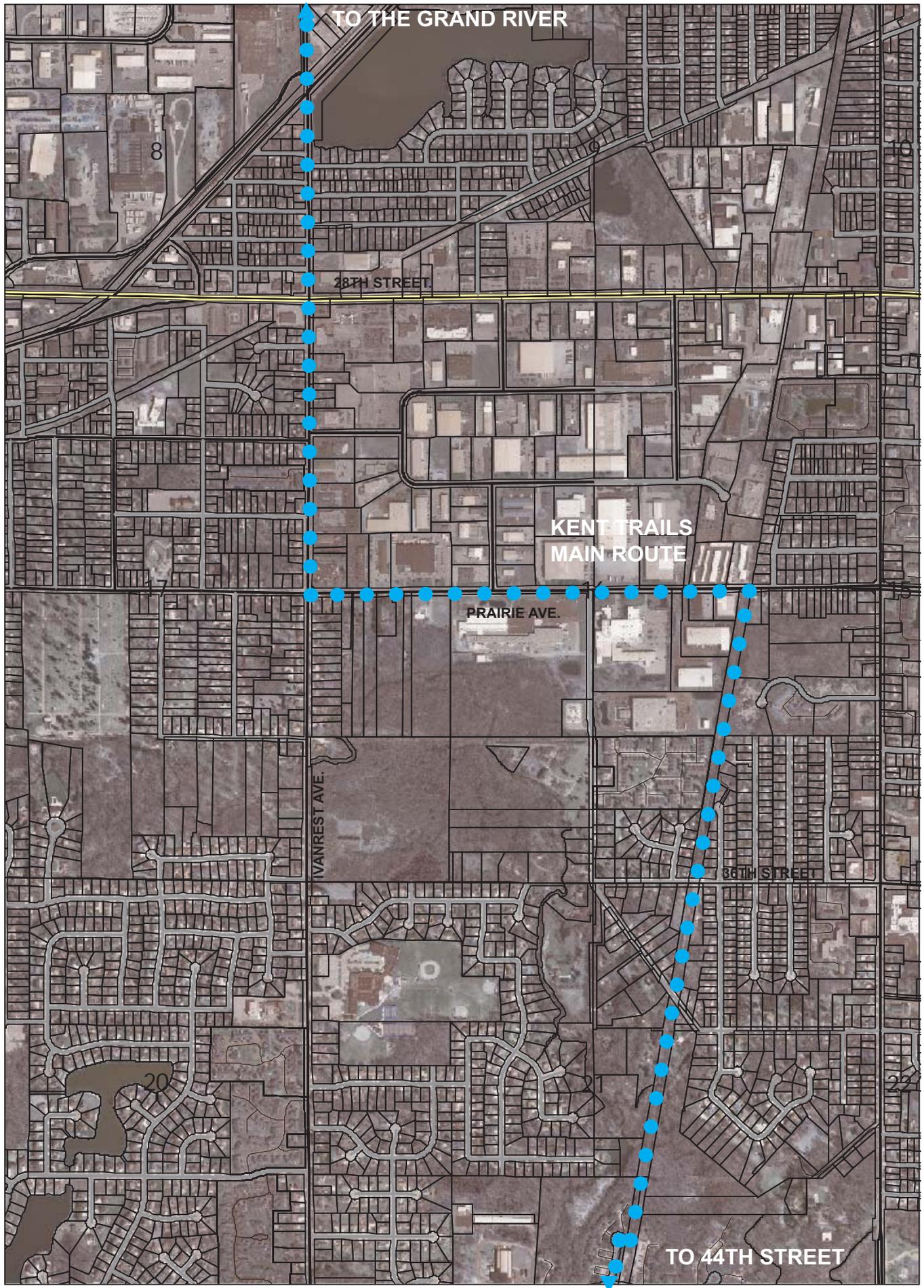
**EXHIBIT C-3**  
**SEC 21 T6N R 12W**  
**Wyoming: 44th St to abandoned rail ROW**



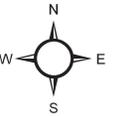


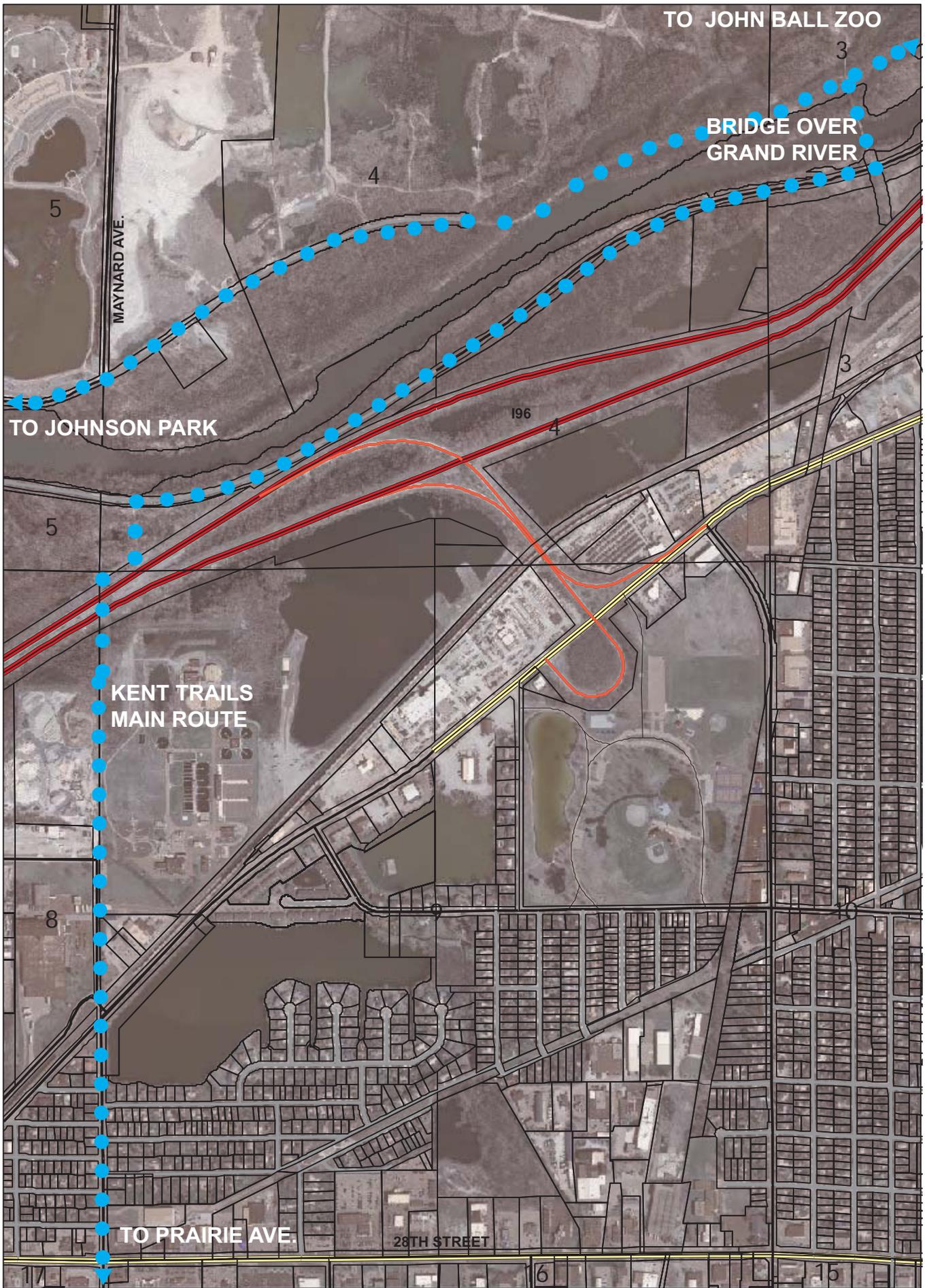
**EXHIBIT C-4**  
**SEC 21 T6N R 12W**  
**Wyoming: North along abandoned rail ROW to 36th St**



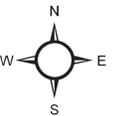


**EXHIBIT C-5**  
Wyoming: 36th St to Chicago Dr





**EXHIBIT C-6**  
Wyoming: Chicago Dr to the Grand River



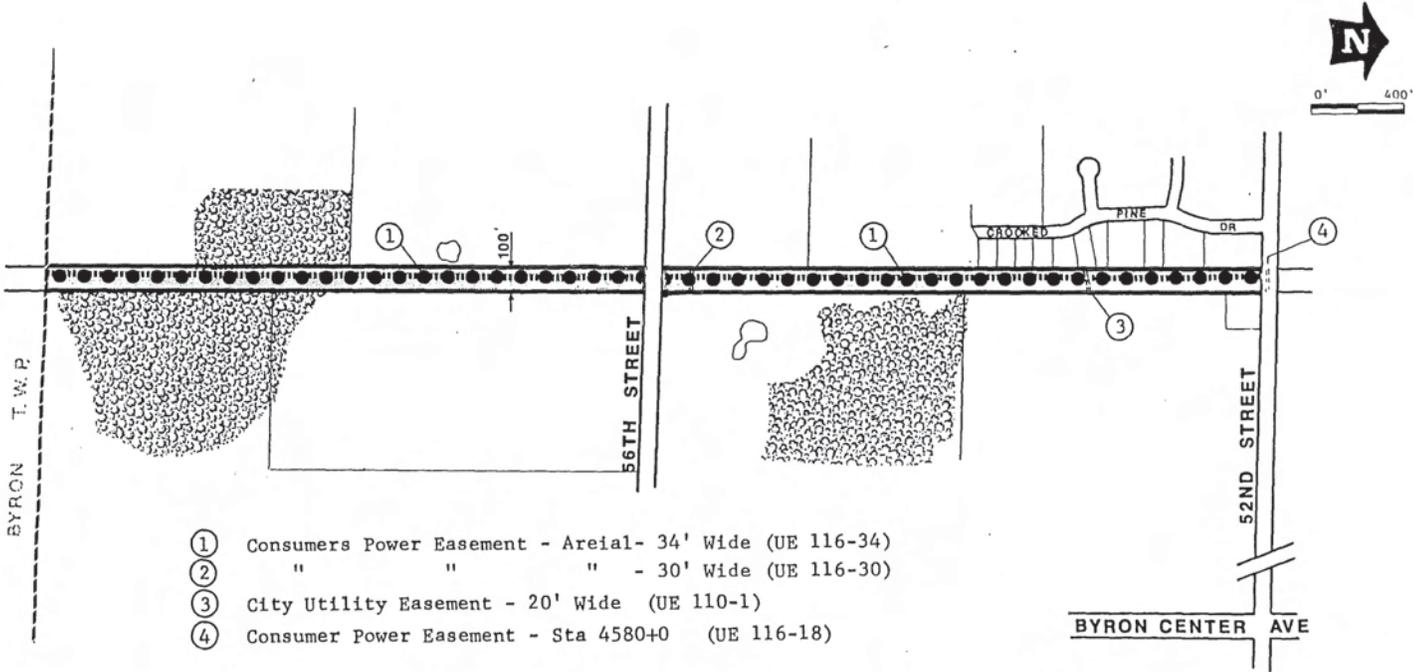
NON SURPLUS CITY PROPERTY

FUTURE BIKE PATH

Legal Description: FORMER KALAMAZOO, ALLEGAN & GRAND RAPIDS RAILROAD R.O.W.

Property Address:

Size:	<u>12.2 ACRES</u>	P.P. No.:	<u>41-17-33-176-006 *</u>	File:	<u>CP 114</u>
Zoning:	<u></u>	Obtained:	<u>1984 from United Rail Corp &amp; Penn Central</u>		
Comments:	<u>* ALSO 41-17-33-400-004</u>				



- ① Consumers Power Easement - Aerial- 34' Wide (UE 116-34)
- ② " " " - 30' Wide (UE 116-30)
- ③ City Utility Easement - 20' Wide (UE 110-1)
- ④ Consumer Power Easement - Sta 4580+0 (UE 116-18)

----- CONSUMERS POWER CO. AERIAL EASEMENT (34' WIDE)

▭ CITY OWNED PROPERTY - FORMER KALAMAZOO, ALLEGAN, AND GRAND RAPIDS RAILROAD R.O.W. (100 FT WIDE).

**EXHIBIT C-7**  
**Wyoming Leases, Easements and Parcels**  
**Byron Township border to 52nd St**

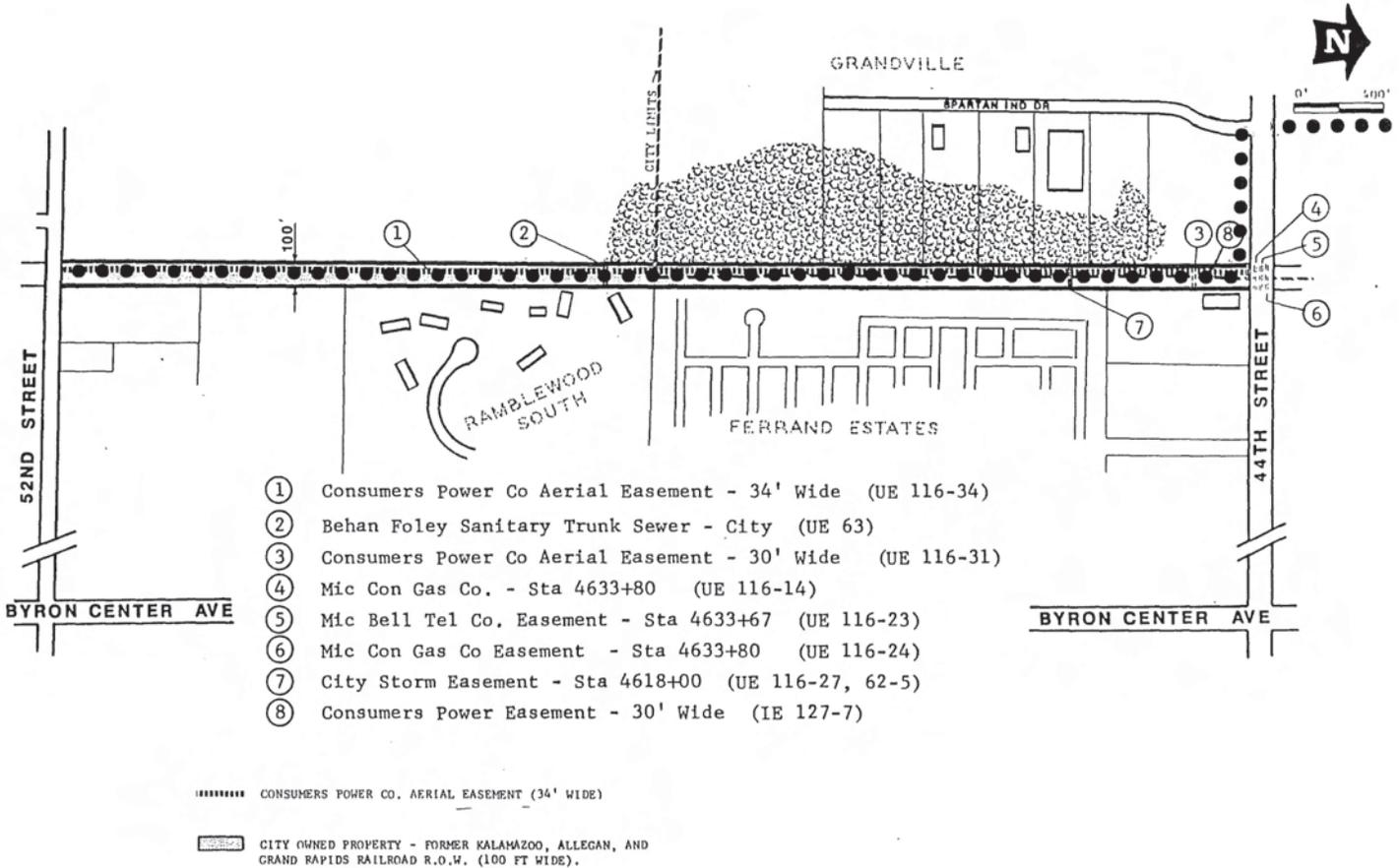
NON SURPLUS CITY PROPERTY

FUTURE BIKE PATH

Legal Description: FORMER KALAMAZOO, ALLEGAN & GRAND RAPIDS RAILROAD R.O.W.

Property Address:

Size: <u>12 ACRES</u>	P.P. No.: <u>41-17-28-276-021 *</u>	File: <u>CP 114</u>
Zoning: _____	Obtained: <u>1984 from United Rail Corp &amp; Penn Central</u>	
Comments: <u>* ALSO 41-17-28-127-026 (Grandville); 41-17-28-503-003</u>		



- ① Consumers Power Co Aerial Easement - 34' Wide (UE 116-34)
- ② Behan Foley Sanitary Trunk Sewer - City (UE 63)
- ③ Consumers Power Co Aerial Easement - 30' Wide (UE 116-31)
- ④ Mic Con Gas Co. - Sta 4633+80 (UE 116-14)
- ⑤ Mic Bell Tel Co. Easement - Sta 4633+67 (UE 116-23)
- ⑥ Mic Con Gas Co Easement - Sta 4633+80 (UE 116-24)
- ⑦ City Storm Easement - Sta 4618+00 (UE 116-27, 62-5)
- ⑧ Consumers Power Easement - 30' Wide (IE 127-7)

..... CONSUMERS POWER CO. AERIAL EASEMENT (34' WIDE)

▨ CITY OWNED PROPERTY - FORMER KALAMAZOO, ALLEGAN, AND GRAND RAPIDS RAILROAD R.O.W. (100 FT WIDE).

**EXHIBIT C-8**  
**Wyoming Leases, Easements and Parcels**  
**52nd Street to 44th Street**

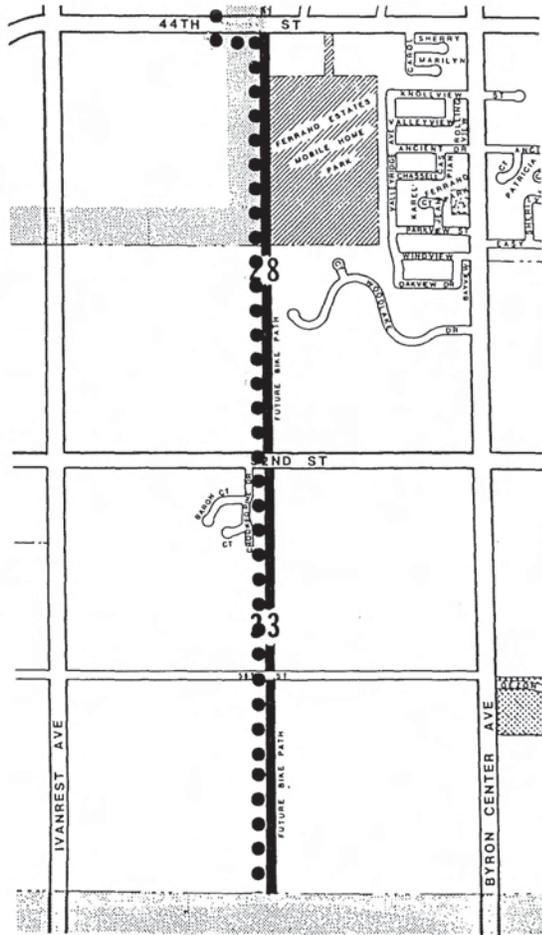
NON SURPLUS CITY PROPERTY

FUTURE BIKE PATH

Legal Description: FORMER KALAMAZOO, ALLEGAN & GRAND RAPIDS RAILROAD R.O.W.

Property Address:

Size: 43 ACRES	P.P. No.:	File: CP 114
Zoning:	Obtained: 1984 from United Rail Corp & Penn Central	
Comments: OBTAINED VIA QUIT CLAIM DEED FOR \$198,360 FROM 101-956.00-971.22		



**EXHIBIT C-9**

**Wyoming Leases, Easements and Parcels  
Byron Township border to 28th Street**

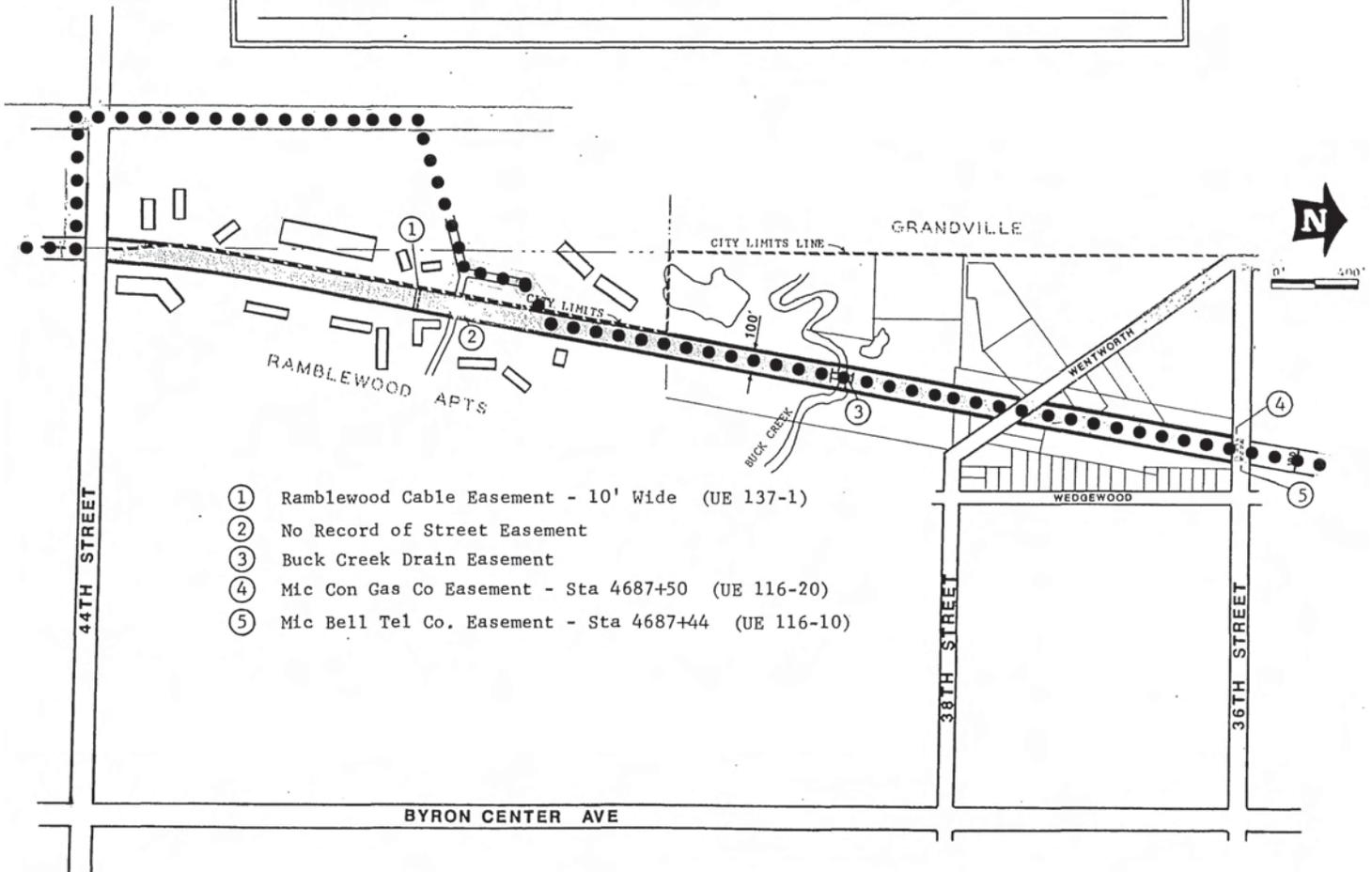
CITY OF WYOMING  
 NON SURPLUS CITY PROPERTY  
FUTURE BIKE PATH

Parcel 374 B

Legal Description: FORMER KALAMAZOO, ALLEGAN & GRAND RAPIDS RAILROAD R.O.W.

Property Address:

Size: <u>12.4 ACRES</u>	P.P. No.: <u>41-17-21-203-025*</u>	File: <u>CP 114</u>
Zoning: _____	Obtained: <u>1984 from United Rail Corp &amp; Penn Central</u>	
Comments: <u>* ALSO 41-17-21-451-028</u>		



- ① Ramblewood Cable Easement - 10' Wide (UE 137-1)
- ② No Record of Street Easement
- ③ Buck Creek Drain Easement
- ④ Mic Con Gas Co Easement - Sta 4687+50 (UE 116-20)
- ⑤ Mic Bell Tel Co. Easement - Sta 4687+44 (UE 116-10)

CITY OWNED PROPERTY - FORMER KALAMAZOO, ALLEGAN AND GRAND RAPIDS RAILROAD R.O.W. (100 FT WIDE).

**EXHIBIT C-10**  
**Wyoming Leases, Easements and Parcels**  
**36th Street to 44th Street**

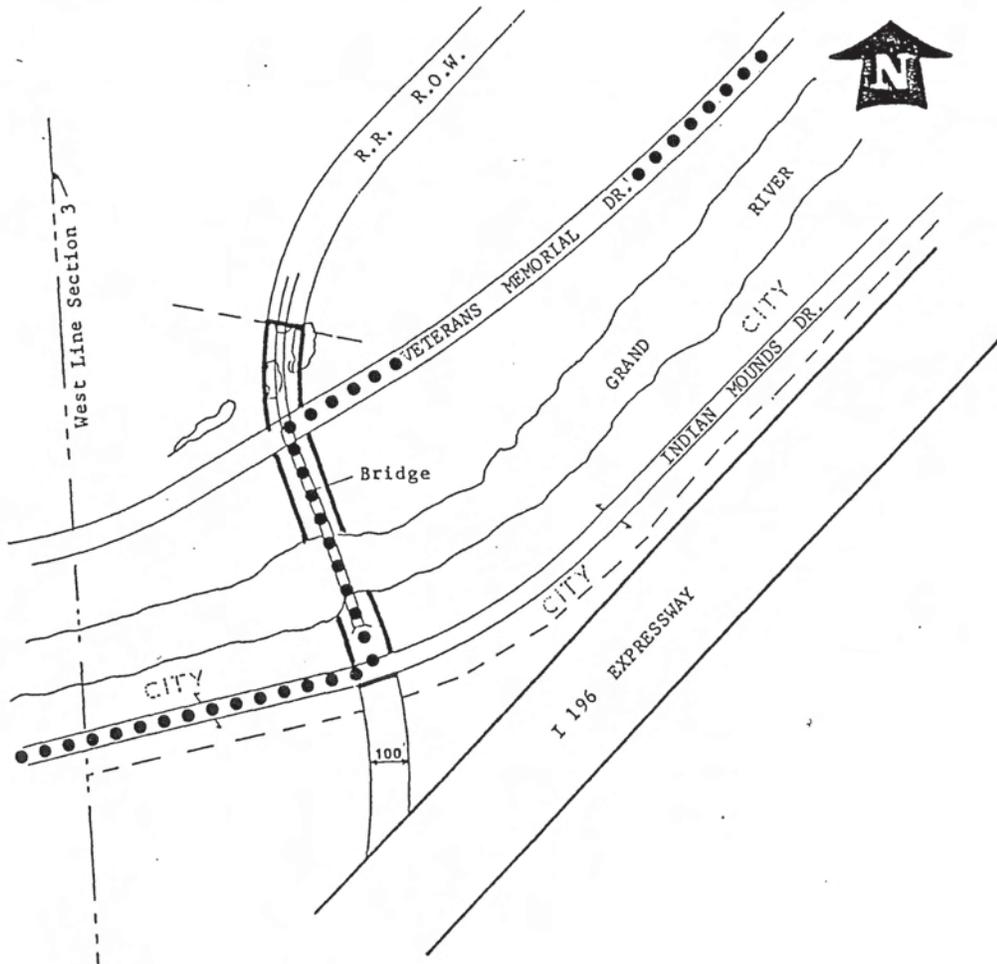
NON SURPLUS CITY PROPERTY

GRAND RIVER BRIDGE & FUTURE BIKE PATH

Legal Description: Former Kalamzoo, Allegan & Grand Rapids Railroad R.O.W., 100' Wide

Property Address:

Size:	<u>2.34 Acres</u>	P.P. No.:	<u>41-17-03-100-001 &amp; 005</u>	File:	<u>CP 114</u>
Zoning:	<u></u>	Obtained:	<u>January 1984 from Penn Central Corp.</u>		
Comments:	<u>City owns land on both sides of Indian Mounds Dr adjacent to the Railroad (See Listing # 280)</u>				



**EXHIBIT C-11**

**Wyoming Leases, Easements and Parcels  
Vicinity of the Grand River crossing**



21

TO PRAIRIE AVENUE

44TH STREET

ALTERNATE ROUTE

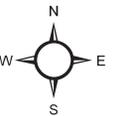
KENT TRAILS MAIN ROUTE

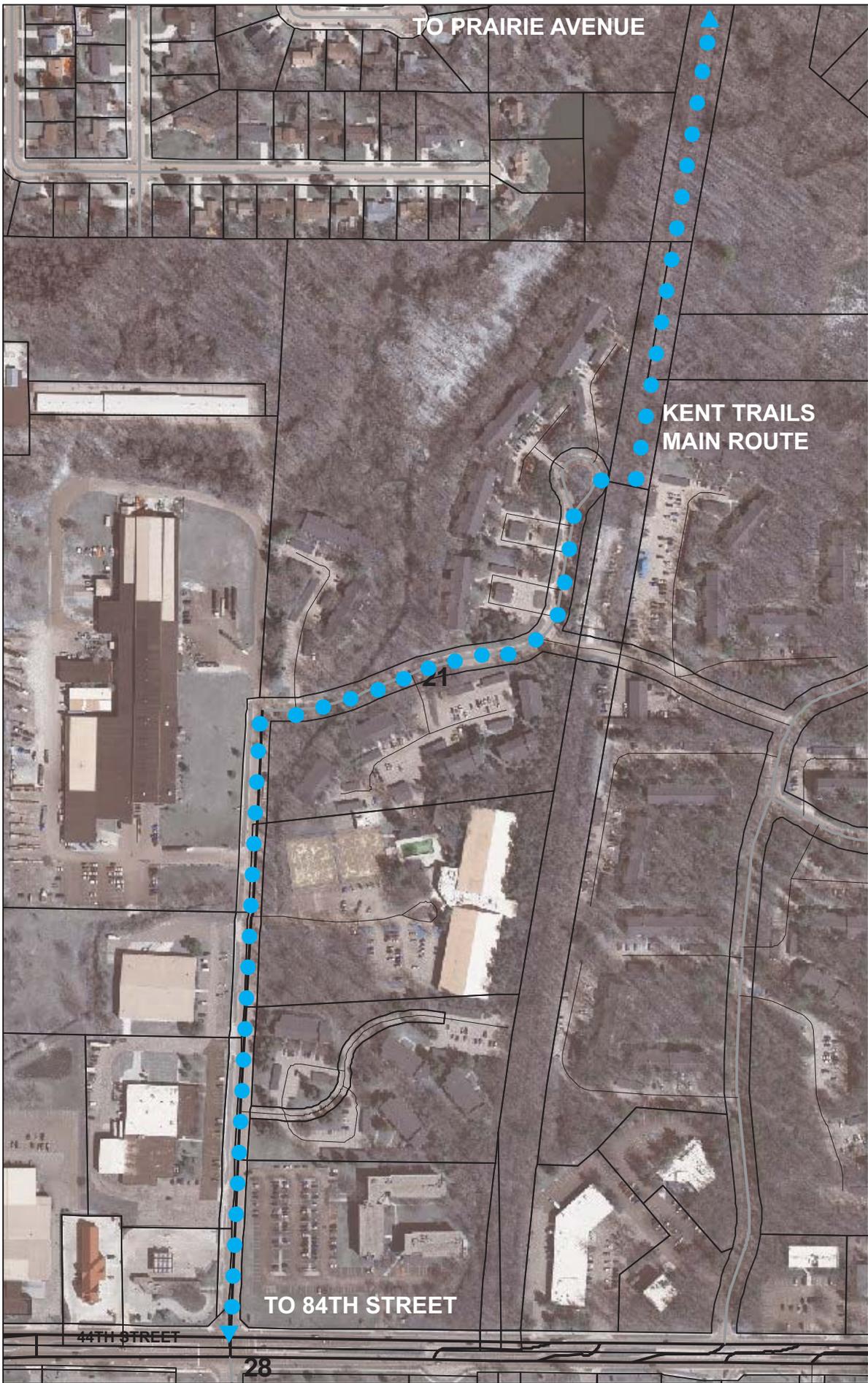
SPARTAN INDUSTRIAL DR.

28

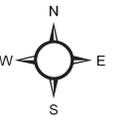
TO 84TH STREET

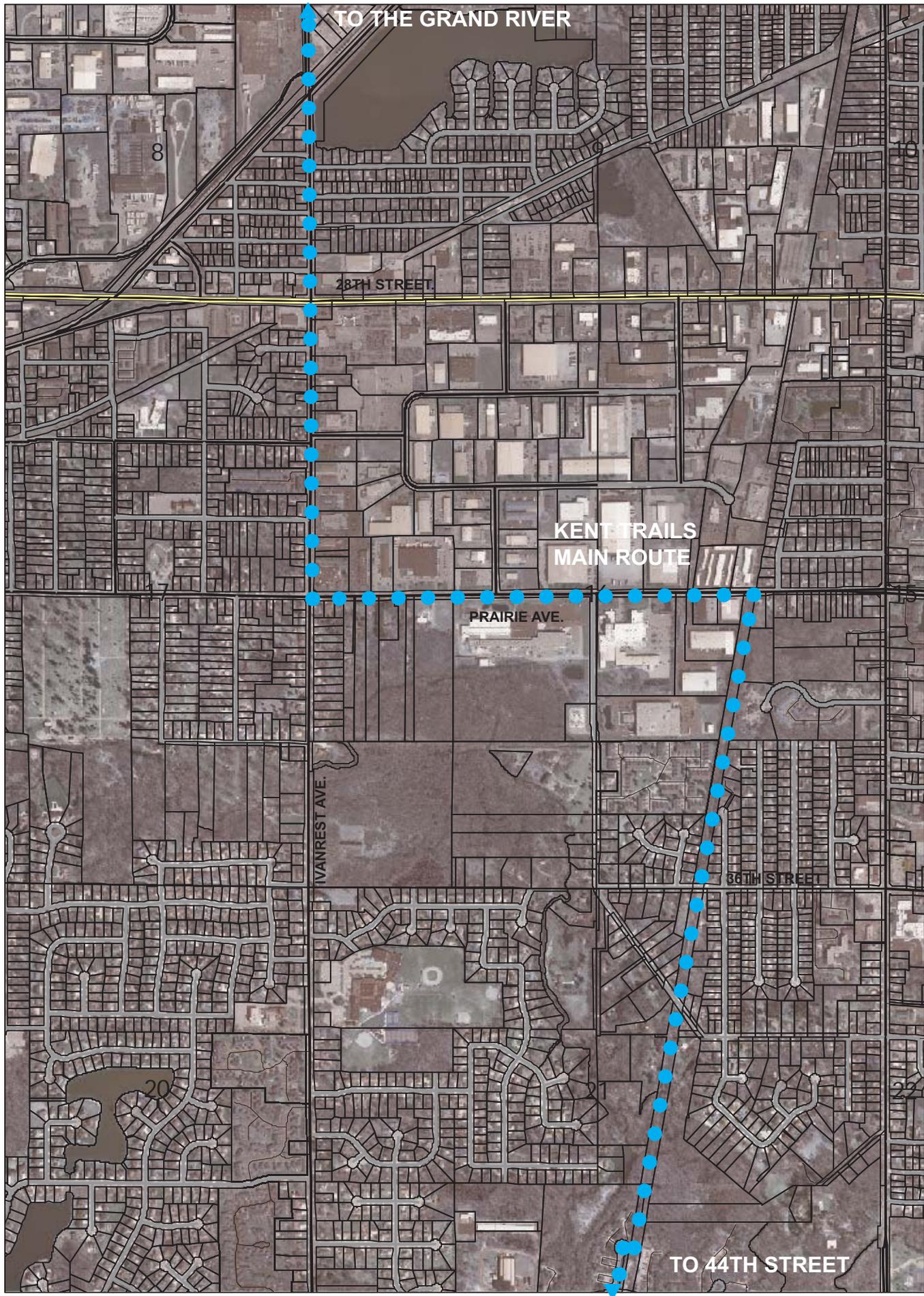
**EXHIBIT D-1**  
**SEC 28 T6N R 12W**  
**Grandville: Split ROW with Wyoming to 44th St**



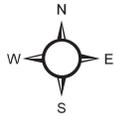


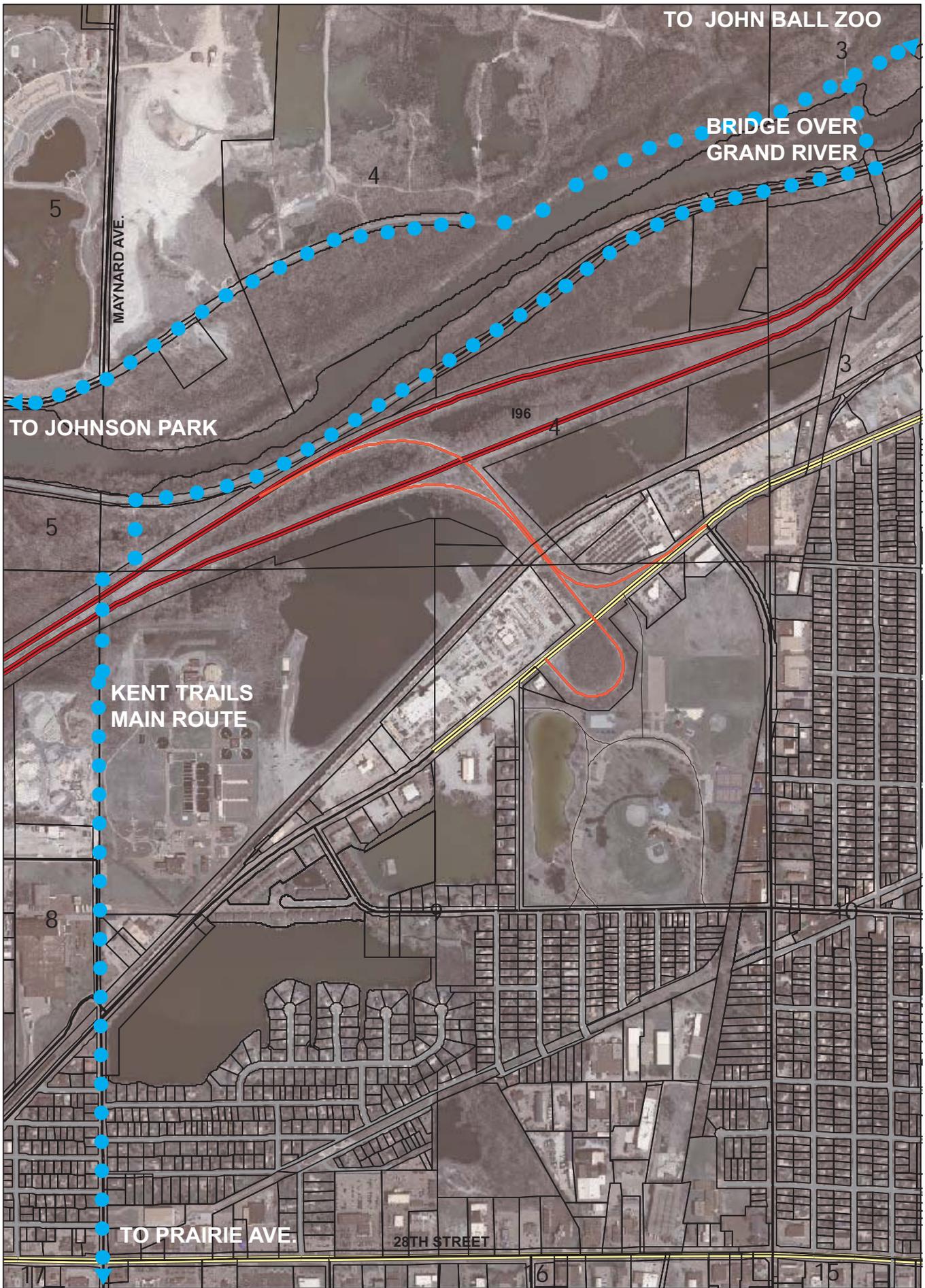
**EXHIBIT D-2**  
**SEC 21 T6N R 12W**  
**Grandville: 44th St to Wy0ming border**





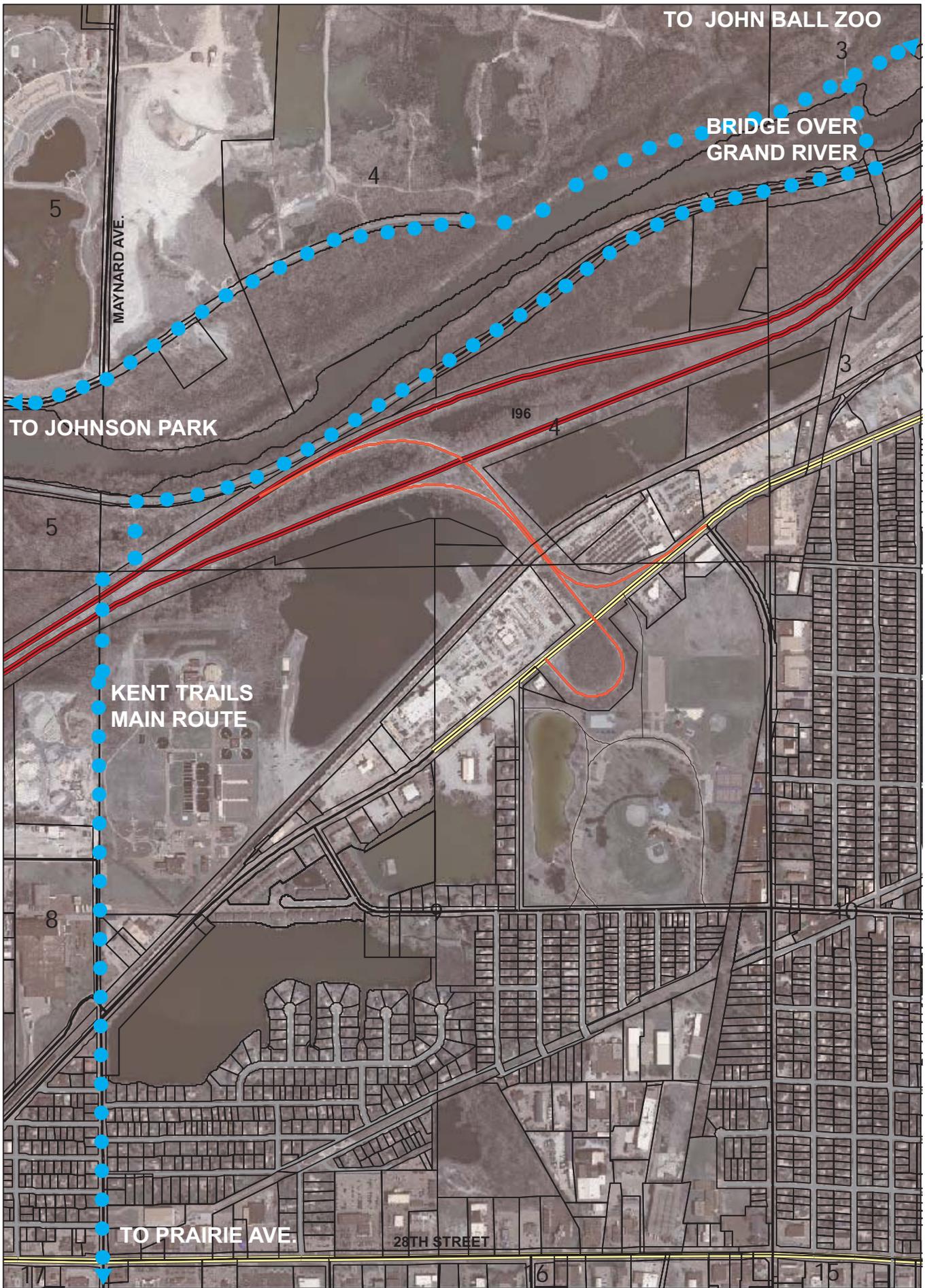
**EXHIBIT D-3**  
Grandville: 36th St to Chicago Dr





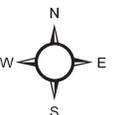
**EXHIBIT D-4**  
Grandville: Chicago Dr to the Wyoming border

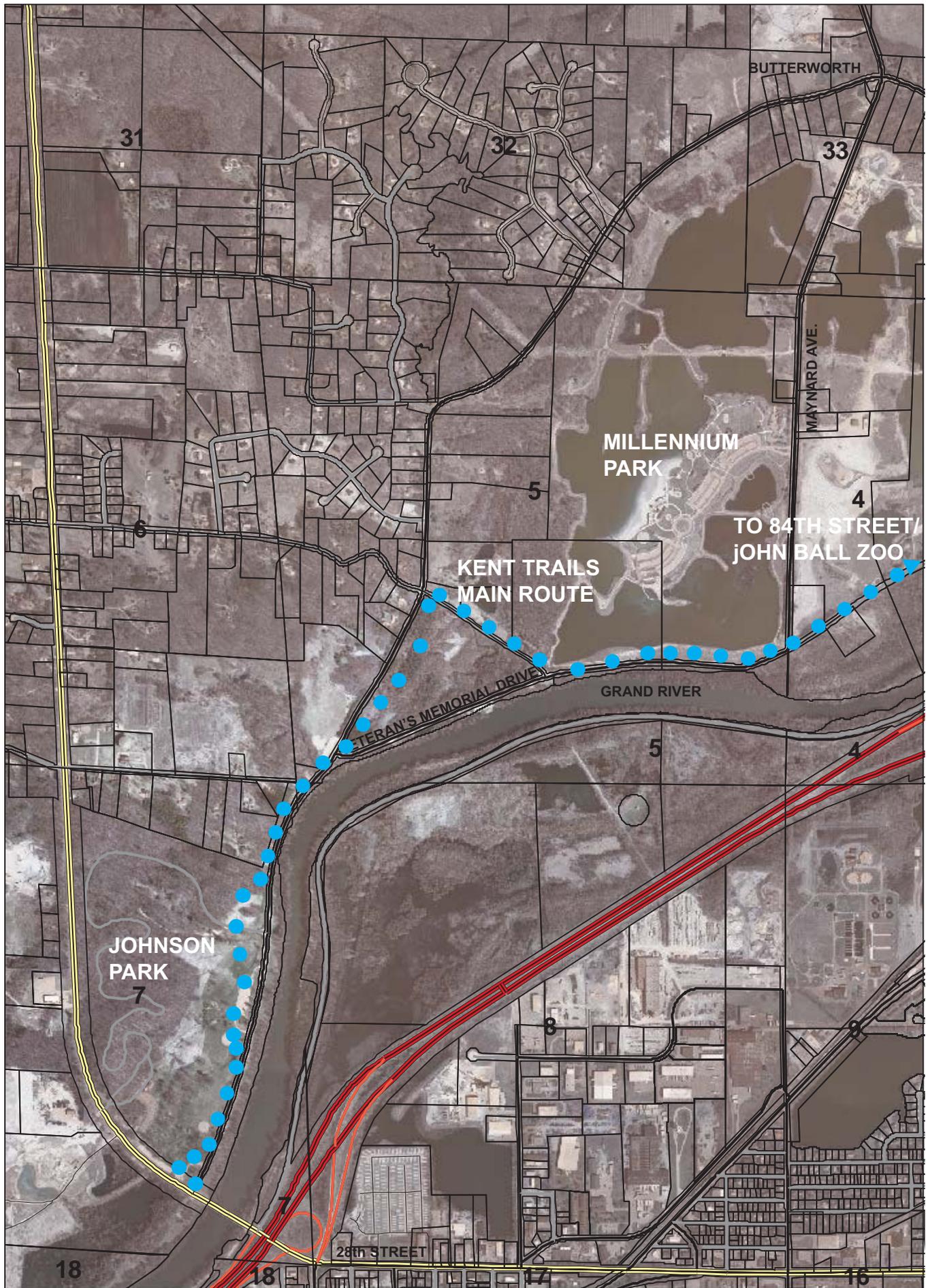




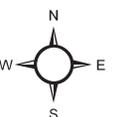
**EXHIBIT E-1**

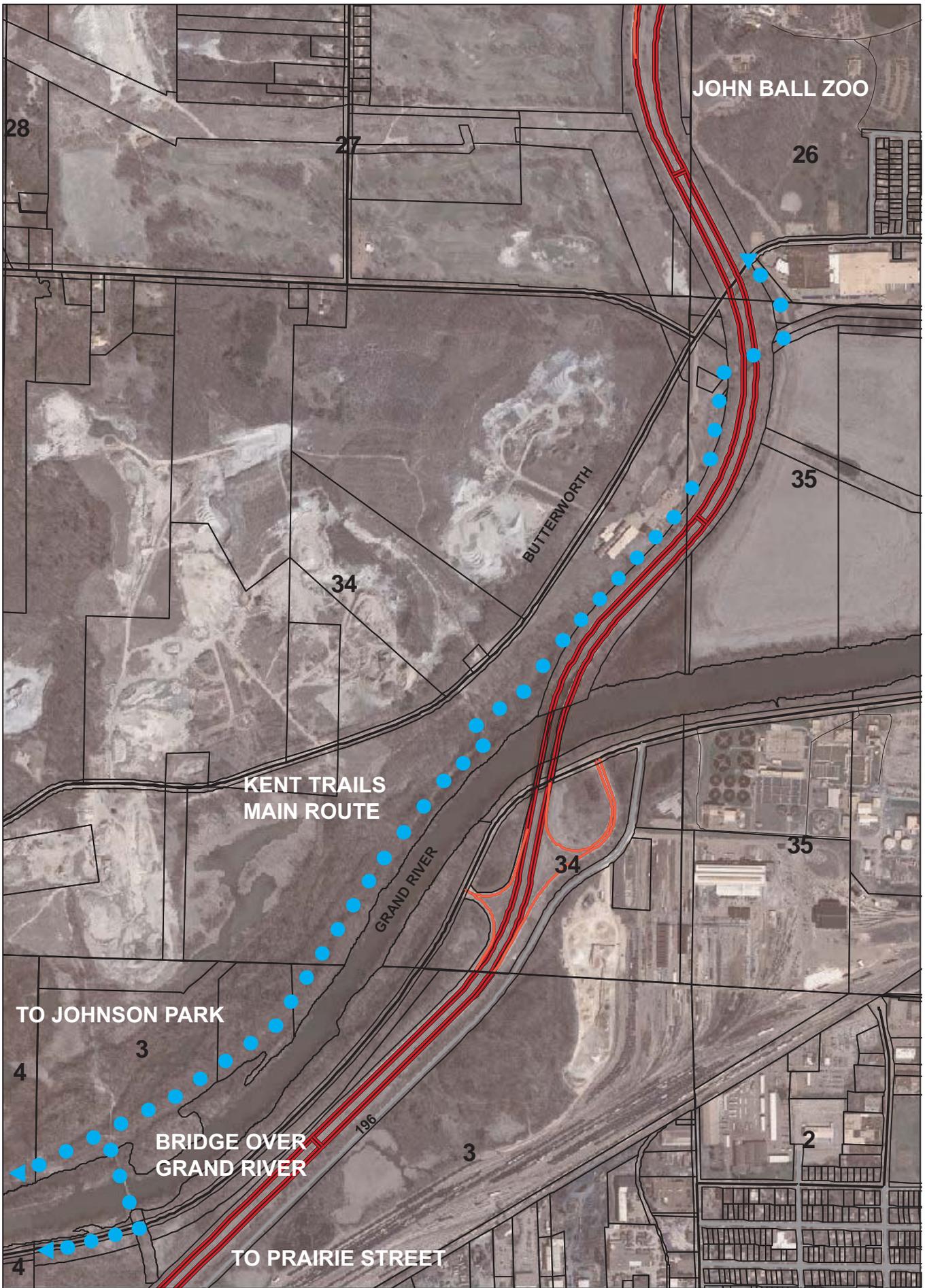
**Walker: Veterans' Memorial Dr cul-de-sac to Maynard Ave.**



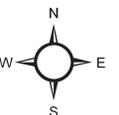


**EXHIBIT E-2**  
Walker: Maynard Ave to Johnson Park





**EXHIBIT F**  
SEC 27 & 34 T7N R12W  
Grand Rapids



**Portions of Trail Located on City Streets  
or County Road Rights of Way**

Kent County

64<sup>th</sup> Street intersection  
72<sup>nd</sup> Street intersection  
76<sup>th</sup> Street intersection  
84<sup>th</sup> Street

Wyoming

Indian Mounds Drive  
36<sup>th</sup> Street intersection  
Wentworth intersection  
52<sup>nd</sup> Street intersection  
56<sup>th</sup> Street intersection

Grandville

Indian Mounds Drive  
Ivanrest from Prairie through Chicago Drive intersection  
Pine Creek Avenue  
Spartan Industrial Drive  
44<sup>th</sup> Street intersection

Walker

Butterworth Drive intersection  
Maynard Avenue intersection

## Kent Trails Reconstruction and Major Repairs Fund Annual Funding Plan

<b>Years 2011-2020</b>	<b>% of Total</b>	<b>Annual Support</b>
Kent County	50.0%	\$ 10,000.00
Grand Rapids	13.5%	\$ 2,700.00
Grandville	7.1%	\$ 1,420.00
Walker	4.0%	\$ 800.00
Wyoming	17.6%	\$ 3,520.00
Byron Township	7.8%	\$ <u>1,560.00</u>
		\$ 20,000.00

<b>Years 2021-2030</b>	<b>% of Total</b>	<b>Annual Support</b>
Kent County	50.0%	\$ 12,500.00
Grand Rapids	13.5%	\$ 3,375.00
Grandville	7.1%	\$ 1,775.00
Walker	4.0%	\$ 1,000.00
Wyoming	17.6%	\$ 4,400.00
Byron Township	7.8%	\$ <u>1,950.00</u>
		\$ 25,000.00

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

TO AUTHORIZE THE REINSTATEMENT OF INTERLOCAL AGREEMENT TO OPERATE  
AND MAINTAIN KENT TRAILS

WHEREAS:

1. The City of Wyoming has maintained a collaborative agreement with multiple jurisdictions to maintain and operate the Kent Trails since 1991.
2. The current agreement expires in 2011.
3. Any funding required of the agreement shall be authorized through the City of Wyoming annual budgeting process, historically assigned to both the Public Works Department as well as the Parks and Recreation Department.
4. It is deemed in the best interest of the community to continue its participation in the interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to enter into an agreement authorizing the reinstatement of the Interlocal agreement to operate and maintain Kent Trails.

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:

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

ATTACHMENTS:

Agreement