

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, JULY 2, 2012, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Pastor Bruce Osbeck, Faith Reformed Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the regular meeting of June 18, 2012
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
  - a) Presentations
  - b) Proclamations
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

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

  - a) Of Appreciation to Patrick Lonergan for his Service as a Member of the Community Development Committee
  - b) Of Appreciation to Walter Burton for his Service as a Member of the Housing Board of Appeals
  - c) Of Appreciation to Charles Walker for his Service as a Member of the Housing Commission
  - d) To Appoint Jeremy Bakken as a Member of the Community Enrichment Commission
  - e) To Reappoint Rob Postema as a Member of the Planning Commission
  - f) To Reappoint Deborah Krenz as a Member of the Community Development Committee
- 15) Resolutions**
  - g) To Authorize the Mayor and City Clerk to Enter into a Cooperative 21<sup>st</sup> Century Learning Center Agreement With Wyoming Public Schools (Cohort D) (Budget Amendment No. 01)
  - h) To Authorize the Mayor and City Clerk to Enter into a Cooperative 21<sup>st</sup> Century Learning Center Agreement With Wyoming Public Schools (Cohort E) (Budget Amendment No. 02)
  - i) To Authorize the Mayor and City Clerk to Enter into a Cooperative 21<sup>st</sup> Century

Learning Center Agreement With Wyoming Public Schools (Cohort F) (Budget Amendment No. 03)

- j) To Authorize Members of the City Council to Attend the Grand Valley Metro Council Quarterly Luncheon
- k) To Accept Voluntary Offer as Condition to Rezoning From Koetje Investors Limited Partnership
- l) To Authorize an Agreement With Compassion This Way, Inc. to Provide Public Services Within the Taft Street Neighborhood – A Wyoming Community Development Block Grant Initiative
- m) To Authorize Payment for Maintenance to the Heyboer Drain
- n) To Authorize the Abandonment of An Existing Utility Easement Located at 3959 Linden Avenue SE

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

- o) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Milling and Resurfacing of Clyde Park Avenue, 36<sup>th</sup> Street and 54<sup>th</sup> Street, and Adding Right-Turn Lanes on 54<sup>th</sup> Street and Burlingame Avenue
- p) To Authorize Payment for Appraisal Services
- q) To Extend the Bid for Ballistic Vests
- r) To Authorize the Purchase of Four Police Patrol Vehicles
- s) To Accept a Quotation for Water Meters and Metering Equipment
- t) For Award of Bid
  - 1. Two Vehicle Mounted Diesel Generators

**17) Ordinances**

- 7-12 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (89) thereto to Rezone 4.1 Acres From R-1 Single Family Residential to R-4 Multiple Family Residential (1952 44<sup>th</sup> Street SW, Section 27) FINAL READING
- 8-12 To Add Sections 90-472(6) and 90-507(10) to the Code of the City of Wyoming (Service Stations) FINAL READING

**18) Informational Material**

**19) Acknowledgment of Visitors**

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

**21) Adjournment**

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

RESOLUTION OF APPRECIATION TO PATRICK LONERGAN FOR HIS SERVICE  
AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE  
FOR THE CITY OF WYOMING

WHEREAS:

1. Patrick Lonergan has served faithfully and effectively as a member of the Community Development Committee since July 20, 2009.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Patrick Lonergan for his dedicated service as a member of the Community Development Committee.

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:

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Heidi A. Isakson, Wyoming City Clerk

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

RESOLUTION OF APPRECIATION TO WALTER BURTON FOR HIS SERVICE  
AS A MEMBER OF THE HOUSING BOARD OF APPEALS  
FOR THE CITY OF WYOMING

WHEREAS:

1. Walter Burton has served faithfully and effectively as a member of the Housing Board of Appeals since January 19, 2004.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Walter Burton for his dedicated service as a member of the Housing Board of Appeals.

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

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

RESOLUTION OF APPRECIATION TO CHARLES WALKER FOR HIS SERVICE  
AS A MEMBER OF THE HOUSING COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. Charles Walker has served faithfully and effectively as a member of the Housing Commission since June 21, 2010.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Charles Walker for his dedicated service as a member of the Housing Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

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

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

RESOLUTION TO APPOINT JEREMY BAKKEN AS A MEMBER OF  
THE COMMUNITY ENRICHMENT COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Jeremy Bakken has submitted an application requesting appointment to the Community Enrichment Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2015 on the Community Enrichment Commission.
3. It is the desire of the City Council that Jeremy Bakken be appointed to fill that unexpired term on the Community Enrichment Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby appoint Jeremy Bakken as a member of the Community Enrichment Commission of the City of Wyoming for the unexpired term ending June 30, 2015.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

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

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

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF ROB POSTEMA  
AS A MEMBER OF THE PLANNING COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Rob Postema expires on June 30, 2012.
2. Mayor Jack Poll has recommended the reappointment of Rob Postema as a member of the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming, Michigan does hereby confirm the reappointment of Rob Postema as a member of the Planning Commission for the City of Wyoming, Michigan for the regular term ending June 30, 2015.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

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

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

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF DEBORAH KRENZ  
AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE  
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Deborah Krenz expires on June 30, 2012.
2. It is the desire of the City Council that Deborah Krenz be reappointed as a member of the Community Development Committee.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby reappoint Deborah Krenz as a member of the Community Development Committee for the City of Wyoming, Michigan for the regular term ending June 30, 2014.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

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

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A  
COOPERATIVE 21<sup>ST</sup> CENTURY COMMUNITY LEARNING CENTER AGREEMENT  
WITH WYOMING PUBLIC SCHOOLS (COHORT D)

WHEREAS:

1. The City desires to partner with Wyoming Public Schools to provide after-school programming for community youth.
2. It is recommended City Council authorize the Mayor and City Clerk to enter into an Agreement with Wyoming Public Schools from July 1, 2012 through August 31, 2012.
3. All 21<sup>st</sup> Century Community Learning Center Grants (received by Wyoming Public Schools) cover all direct costs to the City with no matching funds are required.
4. A budget amendment is necessary to recognize the grant revenue and appropriate budgetary authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to enter into an Agreement with Wyoming Public Schools from July 1, 2012 through August 31, 2012 to provide after-school programming.
2. The City Council does hereby authorize the City Manager to acknowledge acceptance of the Agreement.
3. The attached budget amendment is approved.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

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

ATTACHMENTS:  
Budget Amendment  
Staff Report  
Agreement

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

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

**CITY OF WYOMING BUDGET AMENDMENT**

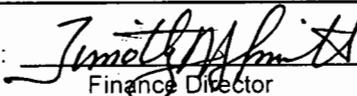
**Date: July 2, 2012**

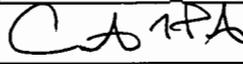
**Budget Amendment No. 00 1**

**To the Wyoming City Council:**

A budget amendment is requested for the following reason: To appropriate \$20,970 of budgetary authority and recognize related grant revenue for the Cooperative 21st Century Community Learning Center Agreement (Cohort D) with Wyoming Public Schools per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Parks &amp; Recreation Fund</u></b>				
Cohort E Grant Revenue				
208-527.000	\$39,240		\$18,270	\$20,970
Parks & Recreation - 21st Century Cohort E Grant - Salaries				
208-752-76103-706.000	\$22,170		\$18,270	\$3,900
Parks & Recreation - 21st Century Cohort E Grant - Salaries - Temporary				
208-752-76103-707.000	\$0	\$11,620		\$11,620
Parks & Recreation - 21st Century Cohort E Grant - FICA				
208-752-76103-715.000	\$1,700		\$500	\$1,200
Parks & Recreation - 21st Century Cohort E Grant - Hospitalization				
208-752-76103-716.000	\$7,820		\$6,320	\$1,500
Parks & Recreation - 21st Century Cohort E Grant - Life Insurance				
208-752-76103-717.000	\$40		\$30	\$10
Parks & Recreation - 21st Century Cohort E Grant - Pension				
208-752-76103-718.000	\$3,790		\$2,590	\$1,200
Parks & Recreation - 21st Century Cohort E Grant - Pension DC Plan				
208-752-76103-718.100	\$1,780		\$1,780	\$0
Parks & Recreation - 21st Century Cohort E Grant - Pension Retiree Health - DC Plan				
208-752-76103-718.200	\$900		\$900	\$0
Parks & Recreation - 21st Century Cohort E Grant - Workers Comp. Ins.				
208-752-76103-719.000	\$650		\$180	\$470
Parks & Recreation - 21st Century Cohort E Grant - CIP and Longevity				
208-752-76103-721.000	\$0	\$0		\$0
Parks & Recreation - 21st Century Cohort E Grant - Operating Supplies				
208-752-76103-740.000	\$0	\$560		\$560
Parks & Recreation - 21st Century Cohort E Grant - Liability Insurance				
208-752-76103-910.000	\$390		\$80	\$310
Parks & Recreation - 21st Century Cohort E Grant - Other Services				
208-752-76103-956.000	\$0	\$200		\$200
<b>Fund Balance/Working Capital</b>				

Recommended:   
 Finance Director

  
 City Manager

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

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

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

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

## STAFF REPORT

Date: June 19, 2012

Subject: Wyoming Public Schools 21<sup>st</sup> Century Learning Center Grant (Cohort D)

From: Rebecca Rynbrandt, Director of Community Services

Cc: Tom Reeder, Wyoming Public Schools Superintendent, Eric Tomkins, Recreation Supervisor

Meeting Date: July 2, 2012

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### RECOMMENDATION:

It is recommended that the City Council approve an agreement with the Wyoming Public School District to allow for the continuance of after-school programming, called T.E.A.M. 21, located at Newhall Middle and Jackson Park Intermediate schools.

### SUSTAINABILITY CRITERIA:

Environmental Quality – T.E.A.M. 21 provides a safe, structured and nurturing environment for participating youth. It is highly effective in improving academic performance, addressing and remediating behavioral incidents, and fostering social-emotional growth of at-risk students.

Social Equity – T.E.A.M. 21 is an opportunity for students determined to be at high risk academically, to learn positive life-enhancing academic, social, and physical skills during out-of-school time.

Economic Strength – Developing a higher percentage of students who can perform well academically and demonstrate better physical fitness and socialization abilities, allows for school districts to meet the required state and federal standards related to education. This not only leads to more students being able to pursue higher education opportunities, but it also is well documented that strong school districts are important to the economic viability of a community.

### DISCUSSION:

Cohort D is in its final year of continuation funding. This agreement allows for the extension of the program through the summer of 2012. There are two sites covered in this agreement including Wyoming Middle School (formerly Newhall Middle) and Wyoming Intermediate School (formerly Jackson Park Intermediate). Approximately 350 unique children and families are impacted.

### BUDGET IMPACT:

The agreement and corresponding budget amendment would be effective for July 1, 2012 through August 31, 2012. As with all 21<sup>st</sup> Century Community Learning Center Grants, all direct costs to the City are grant funded and no matching funds are required.

**WYOMING PUBLIC SCHOOLS  
AND  
CITY OF WYOMING  
COOPERATIVE 21<sup>ST</sup> CENTURY LEARNING CENTER AGREEMENT (Cohort D)  
JULY 1, 2012 to AUGUST 31, 2012**

This Cooperative 21st Century Community Learning Center Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between Wyoming Public Schools, hereinafter called "Wyoming" and City of Wyoming, hereinafter called the "City", may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Wyoming Intermediate (formerly known as Jackson Park Intermediate) and Wyoming Middle (formerly known as Newhall Middle) Schools. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21<sup>st</sup> Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the district director, site coordinators, group leaders, and special teachers. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the Wyoming Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and the equipment will become sole property of Wyoming if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate in preparation of all state and federal reports that apply to the 21<sup>st</sup> Century Grant.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$3,900
Salaries – Temporary	\$11,330
FICA	\$1,200
Hospitalization Insurance	\$1,500
Life Insurance	\$10
Pension	\$1,200
Workers Comp. Insurance	\$470
CIP & Longevity	\$0
Unemployment	\$0
Operating Supplies	\$560
Travel & Training	\$0
Liability Insurance	\$310
Other Services	\$200
Total	\$20,970

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming's Grant Coordinator has direct oversight of the 21<sup>st</sup> Century Grant. Wyoming's Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable statutes of the State of Michigan. During the term of this agreement, City shall maintain, in addition to its self insured retention, general liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars.

14. Wyoming shall be held harmless in all manner, except for willful neglect or wrongdoing. Additionally, a product's insurance coverage shall be included in as part of the indemnity for this agreement.

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 30th of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

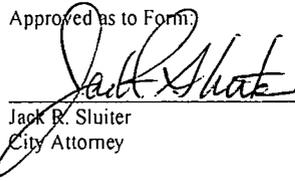
\_\_\_\_\_  
Jack Poll  
Its Mayor

\_\_\_\_\_  
Dr. Thomas Reeder  
Its Superintendent

\_\_\_\_\_  
Heidi Isakson  
Its City Clerk

\_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Jack R. Sluiter  
City Attorney

07/02/12  
RR:et

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A  
COOPERATIVE 21<sup>ST</sup> CENTURY COMMUNITY LEARNING CENTER AGREEMENT  
WITH WYOMING PUBLIC SCHOOLS (COHORT E)

WHEREAS:

1. The City desires to partner with Wyoming Public Schools to provide after-school programming for community youth.
2. It is recommended City Council authorize the Mayor and City Clerk to enter into an Agreement with Wyoming Public Schools from July 1, 2012 through June 30, 2013.
3. All 21<sup>st</sup> Century Community Learning Center Grants (received by Wyoming Public Schools) cover all direct costs to the City with no matching funds are required.
4. A budget amendment is necessary to recognize the grant revenue and appropriate budgetary authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to enter into an Agreement with Wyoming Public Schools from July 1, 2012 through June 30, 2013 to provide after-school programming.
2. The City Council does hereby authorize the City Manager to acknowledge acceptance of the Agreement.
3. The attached budget amendment is approved.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

ATTACHMENTS:  
Budget Amendment  
Staff Report  
Agreement

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

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

**CITY OF WYOMING BUDGET AMENDMENT**

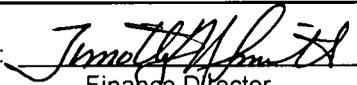
**Date: July 2, 2012**

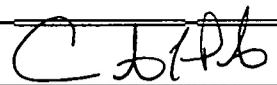
**Budget Amendment No. 00 2**

**To the Wyoming City Council:**

A budget amendment is requested for the following reason: To appropriate \$385,260 of budgetary authority and recognize related grant revenue for the Cooperative 21st Century Community Learning Center Agreement (Cohort E) with Wyoming Public Schools per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Parks &amp; Recreation Fund</u></b>				
Cohort E Grant Revenue				
208-527.000	\$100,840	\$385,260		\$486,100
Parks & Recreation - 21st Century Cohort E Grant - Salaries				
208-752-76103-706.000	\$57,150		\$960	\$56,190
Parks & Recreation - 21st Century Cohort E Grant - Salaries - Temporary				
208-752-76103-707.000	\$0	\$332,850		\$332,850
Parks & Recreation - 21st Century Cohort E Grant - FICA				
208-752-76103-715.000	\$4,380	\$25,370		\$29,750
Parks & Recreation - 21st Century Cohort E Grant - Hospitalization				
208-752-76103-716.000	\$19,870	\$1,770		\$21,640
Parks & Recreation - 21st Century Cohort E Grant - Life Insurance				
208-752-76103-717.000	\$90		\$0	\$90
Parks & Recreation - 21st Century Cohort E Grant - Pension				
208-752-76103-718.000	\$9,760		\$0	\$9,760
Parks & Recreation - 21st Century Cohort E Grant - Pension DC Plan				
208-752-76103-718.100	\$4,580		\$0	\$4,580
Parks & Recreation - 21st Century Cohort E Grant - Pension Retiree Health - DC Plan				
208-752-76103-718.200	\$2,280		\$310	\$1,970
Parks & Recreation - 21st Century Cohort E Grant - Workers Comp. Ins.				
208-752-76103-719.000	\$1,660	\$9,610		\$11,270
Parks & Recreation - 21st Century Cohort E Grant - CIP and Longevity				
208-752-76103-721.000	\$70	\$0		\$70
Parks & Recreation - 21st Century Cohort E Grant - Operating Supplies				
208-752-76103-740.000	\$0	\$10,000		\$10,000
Parks & Recreation - 21st Century Cohort E Grant - Liability Insurance				
208-752-76103-910.000	\$1,000	\$5,730		\$6,730
Parks & Recreation - 21st Century Cohort E Grant - Other Services				
208-752-76103-956.000	\$0	\$1,200		\$1,200
<b>Fund Balance/Working Capital</b>				

Recommended:   
Finance Director

  
City Manager

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

Motion carried: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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

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

## STAFF REPORT

Date: June 19, 2012

Subject: Wyoming Public Schools 21<sup>st</sup> Century Learning Center Grant (Cohort E)

From: Rebecca Rynbrandt, Director of Community Services

Cc: Tom Reeder, Wyoming Public Schools Superintendent, Eric Tomkins, Recreation Supervisor

Meeting Date: July 2, 2012

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### RECOMMENDATION:

It is recommended that the City Council approve an agreement with the Wyoming Public School District to allow for the continuance of after-school programming, called T.E.A.M. 21, across multiple school districts, including Wyoming, Godfrey-Lee, Godwin Heights, and Kelloggsville Public Schools'.

### SUSTAINABILITY CRITERIA:

Environmental Quality – T.E.A.M. 21 provides a safe, structured and nurturing environment for participating youth. It is highly effective in improving academic performance, addressing and remediating behavioral incidents, and fostering social-emotional growth of at-risk students.

Social Equity – T.E.A.M. 21 is an opportunity for students determined to be at high risk academically, to learn positive life-enhancing academic, social, and physical skills during out-of-school time.

Economic Strength – Developing a higher percentage of students who can perform well academically and demonstrate better physical fitness and socialization abilities, allows for school districts to meet the required state and federal standards related to education. This not only leads to more students being able to pursue higher education opportunities, but it also is well documented that strong school districts are important to the economic viability of a community.

### DISCUSSION:

This will be the fifth year of the City's partnership with the Wyoming Public School District related to this specific 21<sup>st</sup> Century Community Learning Center Grant (Cohort E). There are five total sites covered in this agreement including Gladiola Elementary (WPS), North Godwin Elementary (GHPS), Southeast Kelloggsville Elementary (KPS), Lee Early Childhood Center (GLPS) and Lee Middle School (GLPS).

### BUDGET IMPACT:

The agreement and corresponding budget amendment would be effective for July 1, 2012 through June 30, 2013. As with all 21<sup>st</sup> Century Community Learning Center Grants, all direct costs to the City are grant funded and no matching funds are required.

**WYOMING PUBLIC SCHOOLS  
AND  
CITY OF WYOMING  
COOPERATIVE 21<sup>ST</sup> CENTURY LEARNING CENTER AGREEMENT (Cohort E)  
JULY 1, 2012 to JUNE 30, 2013**

This Cooperative 21st Century Community Learning Center Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between Wyoming Public Schools, hereinafter called "Wyoming" and City of Wyoming, hereinafter called "City", may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Gladiola Elementary School, North Godwin Elementary School, Southeast Kelloggsville Elementary School, Godfrey Lee Early Childhood Center, and Godfrey Lee Middle School. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21<sup>st</sup> Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent of the grant and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the district director (also known as recreation programmer), site coordinators, group leaders, and special teachers. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the Wyoming Grant Coordinator, transportation coordinator, principals, and school employees of all impacted school districts including Godfrey Lee, Godwin Heights, Kelloggsville, and Wyoming to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and the equipment will become sole property of Wyoming and related school districts as required by the grant award if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.

8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.
9. City will cooperate in preparation of all state and federal reports that apply to the 21<sup>st</sup> Century Grant.
10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.
11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$56,190
Salaries – Temporary	\$332,850
FICA	\$29,750
Hospitalization Insurance	\$21,640
Life Insurance	\$90
Pension	\$16,310
Workers Comp. Insurance	\$11,270
CIP & Longevity	\$70
Unemployment	\$0
Operating Supplies	\$10,000
Travel & Training	\$0
Liability Insurance	\$6,730
Other Services	\$1,200
Total	\$486,100

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming's Grant Coordinator has direct oversight of the 21<sup>st</sup> Century Grant. Wyoming's Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable statues of the State of Michigan. During the term of this agreement, City shall maintain, in addition to its self insured retention, general liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars.

14. Wyoming shall be held harmless in all manner, except for willful neglect or wrongdoing. Additionally, a product's insurance coverage shall be included in as part of the indemnity for this agreement.

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 30th of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

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Jack Poll  
Its Mayor

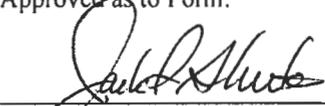
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Dr. Thomas Reeder  
Its Superintendent

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Heidi A. Isakson  
Its City Clerk

Approved as to Form:



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Jack R. Sluiter  
City Attorney

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A  
COOPERATIVE 21<sup>ST</sup> CENTURY COMMUNITY LEARNING CENTER AGREEMENT  
WITH WYOMING PUBLIC SCHOOLS (COHORT F)

WHEREAS:

1. The City desires to partner with Wyoming Public Schools to provide after-school programming for community youth.
2. It is recommended City Council authorize the Mayor and City Clerk to enter into an Agreement with Wyoming Public Schools from July 1, 2012 through August 31, 2012.
3. All 21<sup>st</sup> Century Community Learning Center Grants (received by Wyoming Public Schools) cover all direct costs to the City with no matching funds are required.
4. A budget amendment is necessary to recognize the grant revenue and appropriate budgetary authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to enter into an Agreement with Wyoming Public Schools from July 1, 2012 through August 31, 2012 to provide after-school programming.
2. The City Council does hereby authorize the City Manager to acknowledge acceptance of the Agreement.
3. The attached budget amendment is approved.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

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

ATTACHMENTS:  
Budget Amendment  
Staff Report  
Agreement

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

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: July 2, 2012**

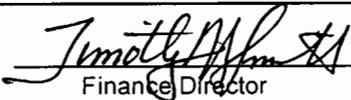
**Budget Amendment No. 003**

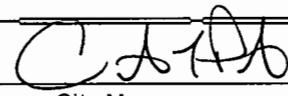
**To the Wyoming City Council:**

A budget amendment is requested for the following reason: To appropriate \$162,280 of budgetary authority and recognize related grant revenue for the Cooperative 21st Century Community Learning Center Agreement (Cohort F) with Wyoming Public Schools per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b>Parks &amp; Recreation Fund</b>				
Cohort F Grant Revenue				
208-528.000	\$40,050	\$162,280		\$202,330
Parks & Recreation - 21st Century Cohort F Grant - Salaries				
208-752-76104-706.000	\$22,730	\$2,120		\$24,850
Parks & Recreation - 21st Century Cohort F Grant - Salaries - Temporary				
208-752-76104-707.000	\$0	\$137,180		\$137,180
Parks & Recreation - 21st Century Cohort F Grant - FICA				
208-752-76104-715.000	\$1,750	\$10,670		\$12,420
Parks & Recreation - 21st Century Cohort F Grant - Hospitalization				
208-752-76104-716.000	\$7,800	\$1,060		\$8,860
Parks & Recreation - 21st Century Cohort F Grant - Life Insurance				
208-752-76104-717.000	\$40		\$0	\$40
Parks & Recreation - 21st Century Cohort F Grant - Pension				
208-752-76104-718.000	\$3,890		\$0	\$3,890
Parks & Recreation - 21st Century Cohort F Grant - Pension DC Plan				
208-752-76104-718.100	\$1,820		\$0	\$1,820
Parks & Recreation - 21st Century Cohort F Grant - Pension Retiree Health - DC Plan				
208-752-76104-718.200	\$900	\$140		\$1,040
Parks & Recreation - 21st Century Cohort F Grant - Workers Comp. Ins.				
208-752-76104-719.000	\$660	\$4,060		\$4,720
Parks & Recreation - 21st Century Cohort F Grant - CIP and Longevity				
208-752-76104-721.000	\$60	\$0		\$60
Parks & Recreation - 21st Century Cohort F Grant - Operating Supplies				
208-752-76104-740.000	\$0	\$4,000		\$4,000
Parks & Recreation - 21st Century Cohort F Grant - Liability Insurance				
208-752-76104-910.000	\$400	\$2,450		\$2,850
Parks & Recreation - 21st Century Cohort F Grant - Other Services				
208-752-76104-956.000	\$0	\$600		\$600
<b>Fund Balance/Working Capital</b>				

Recommended:

  
Finance Director

  
City Manager

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

Motion carried: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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

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

## STAFF REPORT

Date: June 19, 2012

Subject: Wyoming Public Schools 21<sup>st</sup> Century Learning Center Grant (Cohort F)

From: Rebecca Rynbrandt, Director of Community Services

Cc: Tom Reeder, Wyoming Public Schools Superintendent, Eric Tomkins, Recreation Supervisor

Meeting Date: July 2, 2012

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### RECOMMENDATION:

It is recommended that the City Council approve an agreement with the Wyoming Public School District (WPS) to allow for the continuance of after-school programming, called T.E.A.M. 21, located at Parkview Elementary (WPS) and West Elementary (WPS).

### SUSTAINABILITY CRITERIA:

Environmental Quality – T.E.A.M. 21 provides a safe, structured and nurturing environment for participating youth. It is highly effective in improving academic performance, addressing and remediating behavioral incidents, and fostering social-emotional growth of at-risk students.

Social Equity – T.E.A.M. 21 is an opportunity for students determined to be at high risk academically, to learn positive life-enhancing academic, social, and physical skills during out-of-school time.

Economic Strength – Developing a higher percentage of students who can perform well academically and demonstrate better physical fitness and socialization abilities, allows for school districts to meet the required state and federal standards related to education. This not only leads to more students being able to pursue higher education opportunities, but it also is well documented that strong school districts are important to the economic viability of a community.

### DISCUSSION:

This will be the fourth year of the City's partnership with WPS related to this specific 21<sup>st</sup> Century Community Learning Center Grant (Cohort F).

### BUDGET IMPACT:

The agreement and corresponding budget amendment would be effective for July 1, 2012 through June 30, 2013. As with all 21<sup>st</sup> Century Community Learning Center Grants, all direct costs to the City are grant funded and no matching funds are required.

**WYOMING PUBLIC SCHOOLS  
AND  
CITY OF WYOMING  
COOPERATIVE 21<sup>ST</sup> CENTURY LEARNING CENTER AGREEMENT (Cohort F)  
JULY 1, 2012 to JUNE 30, 2013**

This Cooperative 21st Century Community Learning Center Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between Wyoming Public Schools, hereinafter called "Wyoming" and City of Wyoming, hereinafter called "City", may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Parkview and West Elementary Schools. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21<sup>st</sup> Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the district director, site coordinators, group leaders, and special teachers. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the Wyoming Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and the equipment will become sole property of Wyoming if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate in preparation of all state and federal reports that apply to the 21<sup>st</sup> Century Grant.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$24,850
Salaries – Temporary	\$137,180
FICA	\$12,420
Hospitalization Insurance	\$8,860
Life Insurance	\$40
Pension	\$6,750
Workers Comp. Insurance	\$4,720
CIP & Longevity	\$60
Unemployment	\$0
Operating Supplies	\$4,000
Travel & Training	\$0
Liability Insurance	\$2,850
Other Services	\$600
Total	\$202,330

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming's Grant Coordinator has direct oversight of the 21<sup>st</sup> Century Grant. Wyoming's Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable statues of the State of Michigan. During the term of this agreement, City shall maintain, in addition to its self insured retention, general liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars.

14. Wyoming shall be held harmless in all manner, except for willful neglect or wrongdoing. Additionally, a product's insurance coverage shall be included in as part of the indemnity for this agreement.

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 30th of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

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Jack Poll  
Its Mayor

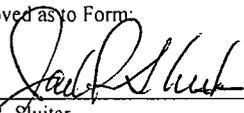
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Dr. Thomas Reeder  
Its Superintendent

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Heidi A. Isakson  
Its City Clerk

Approved as to Form:



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Jack R. Sluiter  
City Attorney

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

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

WHEREAS:

1. The Grand Valley Metro Council Quarterly Luncheon will be held in Grand Rapids on July 9, 2012 and
2. It is the desire of the City Council that Wyoming be represented at the luncheon.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council are hereby authorized to attend the Grand Valley Metro Council Quarterly Luncheon in Grand Rapids on July 9, 2012 and
2. That Council members will submit their expense reports at the conclusion of the conference for approval at the next regular City Council meeting.

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

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

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

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

RESOLUTION TO ACCEPT VOLUNTARY OFFER  
AS CONDITION TO REZONING FROM  
KOETJE INVESTORS LIMITED PARTNERSHIP

WHEREAS:

1. Koetje Investors Limited Partnership has requested rezoning of property located at 1952 – 44<sup>th</sup> Street S.W., Wyoming, Michigan (Parcel No. 41-17-27-201-023) from R-1 Single Family Residential to R-4 Multi-Family Residential.
2. Pursuant to Section 405 of the Michigan Zoning Enabling Act (MCL 125.3405), the property owner has made a voluntary offer in writing establishing conditions for the use and development of the property, contingent upon the requested rezoning.
3. The acceptance of the voluntary offer of rezoning is binding on the parties upon the rezoning of the property and will be recorded with the Kent County Register of Deeds.

NOW, THEREFORE, BE IT RESOLVED:

1. The voluntary offer from Koetje Investors Limited Partnership for rezoning of the property at 1952 – 44<sup>th</sup> Street SW., attached hereto is hereby accepted.
2. The acceptance is contingent on the rezoning of the property from R-1 Single Family Residential to R-4 Multi-Family Residential (Ordinance 7-12).

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:

Voluntary Offer

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



June 28, 2012

MAYOR  
Jack A. Poll

AT-LARGE COUNCILMEMBER  
Sam Bolt

AT-LARGE COUNCILMEMBER  
Dan Burrill

AT-LARGE COUNCILMEMBER  
Kent Vanderwood

1ST WARD COUNCILMEMBER  
William A. VerHulst

2ND WARD COUNCILMEMBER  
Richard K. Pastoor

3RD WARD COUNCILMEMBER  
Joanne M. Voorhees

CITY MANAGER  
Curtis L. Holt

Ms. Heidi A. Isakson  
City Clerk  
Wyoming, MI

Subject: Site Plan review for Chateau Village Apartments Phase 4.  
The property is located at 1952-44<sup>th</sup> Street, SW (Section 27)

Dear Ms. Isakson:

The Planning Commission was made aware that on May 7, the City Council approved in first reading the rezoning of this property from R-1 Single Family Residential to R-4 Multiple Family Residential. The petitioner has voluntarily offered a development agreement to the City Council that would commit to constructing only the development proposed on this site plan. The site plan was initially reviewed by the Planning Commission on April 17. It was not acted upon at that time due to the Planning Commission's recommendation for denial of the rezoning.

Since May 7, the petitioner has met with the nearby residents to amend the site plan to address many of their concerns. The proposed site plan now shows a 103 foot long garage with a berm and evergreen trees placed along the south side of the parking lot to shield vehicle head lights. In addition, dumpsters will be placed in the center of the property between the garages to provide accessibility to the residents. Otherwise, the site plan is essentially unchanged from that previously reviewed by the Planning Commission.

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on June 19, 2012. During the public comment period on non-public hearing agenda items, several nearby residents spoke to their concerns regarding the development. These concerns included the perceived negative impact on property values, whether the 100 foot wide woodland strip should be a "do not disturb" area instead of the proposed "buffer zone", and the desire for fewer apartments on the site. The developer, Mr. Koetje, then commented on the continuity of the project with the prior phases in terms of woodland preservation and project density. The new plan, revised based upon meetings with the neighbors, had been amended to use a garage, berm and evergreens to shield vehicle headlights.

The Development Review Team suggested the Planning Commission grant Site Plan Approval for Chateau Village Apartments Phase 4 subject to conditions 1-5 noted.

A motion was made by Bueche, supported by Weller, to grant site plan approval for Chateau Village Apartments Phase 4. After discussion, the motion was denied 4 - 3, with Hegyi, Micele and Woodruff opposed. Arnoys and Goodheart were not in attendance. Any action of the Commission requires a majority vote (5) of the entire members.

Additional detail regarding this action may be obtained from the Planning Commission minutes of June 19, 2012.

We are given to understand that the City Council will consider the voluntary offer of development agreement by the developer at the July 2, 2012 Council meeting with its acceptance tied to the City Council's final consideration of the rezoning request to be finalized the same evening. Having spoken with City Attorney Jack Sluiter, should the Council approve the rezoning and accept the development agreement, the site plan will be returned to the Planning Commission for its approval.

Respectfully submitted,



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

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

**CHATEAU APARTMENTS**  
**Voluntary Offer as condition to Rezoning**  
**To**  
**City of Wyoming, Michigan**

June 25, 2012

In accordance with section 405 of the Michigan Zoning Enabling Act (MCL-125.3405) the owners of the property at 1952 — 44<sup>th</sup> Street SW, Wyoming, MI make the following voluntary offer as a condition to rezoning the land by the City of Wyoming:

1. The property to be rezoned is described as follows:

**Address:** 1952 44<sup>th</sup> Street SW

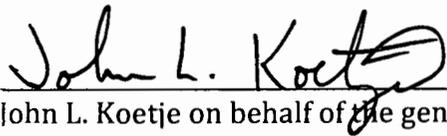
**Parcel Number:** 41-17-27-201-023

**Legal Description:** That part of the NE 1/4, Section 27, T6N, R12VV, City of Wyoming, Kent County, Michigan, described as: Commencing at the N 1/4 corner of Section 27; thence S87°08'E 887.89 feet along the North line of Section 27; thence S00°20'40"E 750.0 feet along the East line of the West 2/3 of the North 3/4 of the West 1/2 of said NE 1/4 to the PLACE OF BEGINNING of this description; thence S00°20'40"E 404.37 feet along said East line; thence S90°00'VV 434.33 feet along the North line of Chateau Estates No. 10 to the NW corner of Lot 294; thence N00°20'40"VV 426.12 feet; thence S87°08'E 435.0 feet to the place of beginning. This parcel contains 4.140 acres.

2. The property will be rezoned from R-1 Single Family Residential to R-4 Multi-Family Residential.
3. The use of the parcel under the R-4 zoning will be for 44 apartment units.
4. Building type will be R-2 use group as defined by the Michigan Building Code.
5. The owner agrees to combine this parcel with either Phase 2 or 3 of the existing apartment projects for property tax purposes as and when allowed under the owner's loan agreement with its primary lender.

6. The project will be developed with no more than 45 garages and 52 open parking spaces.
7. Trash containers with approved enclosures will be provided, with regularly scheduled pick-up arranged by the owner.
3. The owner agrees to commence construction within 2 years of final rezoning to R-4 and site plan approval. If construction is not commenced within 2 years, the zoning shall revert back to R-1. If the rezoning is challenged after approval by the City Council, the 2 year period shall begin after the challenge is resolved.
9. A 9 stall garage will be constructed with an east-west orientation of a height of not less than 12 feet above the existing grade.
10. A buffer zone will be provided on the south 100 feet of the property. Trees of a diameter of 5 inches or more will not be removed from the south 90 feet of the buffer zone unless they are dead, diseased, or in danger of causing harm to persons or property due to their condition
11. A berm 6 feet in height will be constructed on the east and on the west end of the 9 stall garage to help avoid headlights within the parking area illuminating the neighboring property to the south.
12. The property will not be used for private educational facilities, a convalescent or nursing home, a foster care group home, boardinghouse or roominghouse, a nursery school, day nursery or child care facility.
13. This offer, if accepted, shall be enforceable by the City of Wyoming, Michigan as a zoning or contract matter.

Koetje Investors Limited Partnership



John L. Koetje on behalf of the general partner

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

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH COMPASSION THIS WAY,  
INC. TO PROVIDE PUBLIC SERVICES WITHIN THE TAFT STREET  
NEIGHBORHOOD – A WYOMING COMMUNITY DEVELOPMENT BLOCK GRANT  
INITIATIVE

WHEREAS:

1. The 2012/2013 Wyoming Community Development Block Grant Program approved budget includes an activity to provide enhanced public services to residents located within the Taft Street residential neighborhood whose residents are at least 51% low-moderate income households; and
2. Compassion This Way shall provide youth mentoring, health and wellness, recreation, education, and job training program directly within the targeted neighborhood; and
3. Funds shall be available for these activities under the Community Development Block Grant Fund Accounts # 256-400-69213-956.306 (\$10,000) and 256-400-69213-956.307 (\$5,500).

NOW THEREFORE BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into an agreement with Compassion This Way, Incorporated for the provision of public services.

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:

ATTACHMENTS:  
Agreement

\_\_\_\_\_  
HEIDI A. ISAKSON  
Wyoming City Clerk

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

## COMPASSION THIS WAY ACTIVITIES AGREEMENT FOR THE CITY OF WYOMING, MICHIGAN FOR 2012-2013

This Agreement is made between the **CITY OF WYOMING**, a Michigan municipal corporation, with its principal offices located at 1155 - 28th Street, S.W., Wyoming, Michigan (the "City"), and Compassion This Way, a Michigan non-profit corporation, located at 2141 Newport S.W. Wyoming, 49519 (CTW).

### Section 1: Preliminary Statement

The City wishes to contract with Compassion This Way (CTW) to provide public services to residents within the Taft Street residential neighborhood whose residents are at least 51% low-moderate income household. CTW was formed for the express purpose of promoting meaningful community relationships, valuing the poor and underserved, advocating racial reconciliation, and improving neighborhood public safety. CTW provides youth mentoring, health and wellness, recreation, education, and job training programs and activities to accomplish its purpose. This Agreement is entered into to provide the terms and conditions under which CTW will assist the City in providing public services.

CTW agrees to perform such services and activities in a lawful, satisfactory and proper manner and in accordance with all policies, procedures and requirements which have been or, from time to time, may be prescribed by the City.

### Section 2: Agreement

In consideration of the terms and the mutual promises set forth in this Agreement, the City and the Center agree as follows:

1. Term. The activities described in this Agreement are to begin on July 1, 2012, and are to be completed no later than June 30, 2013. All program expenses and activities, except as otherwise specifically provided, are limited to the above time period.
2. Termination. This Agreement shall automatically terminate as of June 30, 2013, unless renewed for successive one (1) year terms by written agreement of both parties. The City and CTW shall each retain the right to terminate this Agreement upon thirty (30) days written notice to the other party.

### Section 3: Eligible Services

- A. Youth Mentoring.
- B. Recreation and leisure Programming.
- C. Community Outreach, including Health and Wellness.
- D. Education.

Section 4: Marketing

CTW shall provide any necessary outreach and marketing for services. All marketing materials (including but not limited to media, program advertisement, website, Facebook) shall recognize the City of Wyoming with funding provided through its Community Development Block Grant program.

Section 5: Payment

In consideration for the services, the City shall reimburse CTW a maximum of Fifteen Thousand Dollars (\$15,500.00) for actual and reasonable expenses as follows:

- A. Up to five thousand five hundred dollars (\$5,500) for program expenses for eligible services, as defined in Section 3.
- B. Up to ten thousand dollars (\$10,000) for rent and utilities of an apartment located within the Taft neighborhood to be used as an office for CTW and its programs and services. The Taft neighborhood shall be described as bounded on the north by 28<sup>th</sup> Street, south by Prairie Parkway, west by Byron Center Avenue, and east by Burlingame Avenue. CTW shall maintain renters insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils.
- C. CTW shall be reimbursed for actual expenses. CTW shall submit payment requests with all supporting documentation (lease agreement, copies of checks, receipts, etc) quarterly for reimbursement.
- D. CTW agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
- E. The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to CTW, notwithstanding any other provision of this Contract, upon written notice to CTW when internal fiscal controls and records are changed without the City's approval, or when, in the opinion of the City, there is a reasonable likelihood that funds may be or have been misused, misappropriated or spent for an ineligible purpose as defined within this Contract.
- F. Any unearned payments under this Contract may be suspended by the City upon CTW's refusal to accept and comply with any additional conditions or requirements of the City.

- G. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

Section 6: Continued Funding

While it is the City's intent, subject to available funding, to renew this agreement for up to three (3) years, the City makes no explicit guarantee of future funding from the City beyond the termination of this Contract.

Section 7: Reports and Record Retention

- A. Upon execution of this Agreement, CTW shall provide the City with a copy of its most recent audit report.
- B. All records and documents maintained by CTW in connection with this Agreement shall be open to examination by representatives of the U.S. Department of Housing and Urban Development and by City representatives as may be designated by the City Manager.
- C. CTW shall provide the City with a mid-period report, and a comprehensive final report of activities in connection with this Agreement detailing levels of attendance, and programs for each service area. In addition, CTW agrees to submit special reports when requested.
- D. Unless otherwise expressly authorized by the City, CTW shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by CTW until all litigation, claims or audit findings involving the records have been resolved.
- E. Financial Records and Reports. CTW agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of CTW shall conform to the regulations found at 24 CFR Part 85 and OMB Circular A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations." CTW shall

provide a budget at the beginning of each year and shall report actual expenditures at the conclusion of each year, which shall include the amount of CDBG funds budgeted, obligated and expended for the funded activity.

- F. Community Development Program Reports. The Contractor shall maintain case files on each household served which include name, address, and target area, size of household, sex, race, handicap status, and age of head of household. The Contractor shall submit the following reports, in formats approved by the City, by July, 31, 2012:
- a. An annual performance report, detailing levels of service given by each program:
  - b. An annual and unduplicated demographic report counting all households served by the Contractor with City Community Development funds in each separate program broken down as follows:
    - (1). Race
    - (2). Age
    - (3). Female Head of Household

In addition, the Contractor agrees to submit special reports when requested.

Section 8: Independent Contractor.

- A. CTW shall perform the services as an independent contractor, and neither the Center nor any of its employees or contractors shall be considered an employee of the City at any time during the term of this Agreement.
- B. Equal Opportunity Employment. CTW shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- C. Volunteer Background Screening. CTW shall insure that any person volunteering in an unsupervised position will be required to undergo a Michigan State Police criminal record check as well as the Sex Offender Registry checks.

### Section 9: Indemnification

CTW shall defend, indemnify and save harmless the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest may appear, against any and all damages to property or injuries to or death of any person or persons, including the property and employees or agents of the City, and CTW shall defend, indemnify and save harmless the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest may appear, from any and all claims, demands, suits, liabilities and/or payments, actions, or proceedings of any kind or nature, including workers compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection with this Contract, including the operations of subcontractors, and the acts or omissions of employees or agents of CTW or its subcontractors. The insurance coverage specified herein and in the special conditions constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of CTW under the terms and conditions of this Contract. CTW shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

### Section 10: Insurance.

CTW shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance:

- A. Liability Insurance in an amount acceptable to the City.
- B. Renters Insurance. CTW shall maintain renters insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils.
- C. Worker's Compensation Insurance, if necessary, as required by the State of Michigan in an amount acceptable to the City. Such determination shall be responsibility of CTW.

### Section 11: Contract Modifications.

The City, from time to time, may expand, diminish or otherwise modify the project objectives, scope of services, or any other contract provision related thereto, which CTW is required to perform pursuant to Sections 3 of this Contract; provided, however, that such modifications are mutually agreed upon by the City and CTW; and incorporated into written amendments to this Contract after approval by the City.

### Section 12: Contractor's Failure of Performance

The failure of CTW to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract. The City, in its sole discretion, shall determine whether the work is satisfactorily completed.

In the event the City determines the work or services provided pursuant to this Contract has not been performed in a timely or satisfactory manner, the City shall notify CTW and allow CTW ten (10) days to cure any such failure to perform work or services in a timely manner.

In the event CTW fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation.

In the event this Contract is terminated:

1. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by CTW with City funds pursuant to the Contract, shall become the property of the City; and
2. CTW shall receive just and equitable compensation for any work which CTW satisfactorily completed pursuant to this Contract, subject to subsection (3) (b) below.
3. It is agreed that nothing contained herein shall:
  - a. Deprive the City of any additional rights or remedies, either at law or equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which it may respectively assert against CTW upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
  - b. Relieve CTW of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by CTW; and if it sustains such damages, the City may withhold as a set off any payments due CTW, until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.

### Section 13: Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, CTW shall:

- A. Make available to the City all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
- B. Permit the City to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
- C. Allow the City to review such documents that are considered as backup to the operation of CTW, regardless of funding source.
- D. Within one hundred eighty (180) days after the end of its fiscal year, CTW shall provide to the City an audit meeting the requirements of OMB Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations."

### Section 14: Conflict of Interest

1. CTW covenants that no such interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the general provisions (Section 3) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
2. CTW shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

### Section 15: Lobbying and Political Activities

None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for propaganda designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature or the City

Council.

Section 16: Equal Employment Opportunity

During the performance of this Agreement, CTW agrees as follows:

- (A) CTW will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CTW will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CTW agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- (B) CTW will, in all solicitations or advertisements for employees placed by or on behalf of CTW, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (C) CTW will send to each labor union or representative or workers with which CTW has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of CTW's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (D) CTW will comply with all the provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (E) CTW will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (F) In the event of CTW's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CTW may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  
- (G) CTW will include the provisions of paragraphs 'A' through 'G' in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CTW will take such action with respect to any subcontract or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provision, including sanctions for noncompliance; however, in the event CTW becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, CTW may request the United States to enter into such litigation to protect the interests of the United States."
  
- (H) In the event of noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

#### Section 17: Severability of Provisions

If any clauses, sections, provisions or parts of this Contract are held invalid, or if any portion of any clause, section, provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder of this Contract would then continue to conform to the terms and requirements of applicable law. Unless otherwise specified in this Contract, all notices, duties or rights of the City shall be exercised by and through this Contract as specified herein.

#### Section 18: Waiver

The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of

that contractual requirement thereafter nor of the City's right of action for the breach of that term.

Section 19: Disclosure of Confidential Material

All reports, data, information, forecasts, records and so forth assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of public and medical records, subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

Section 20: City Department or Office

It is agreed by the parties hereto that the City's Community Development Section of the Planning and Development Department shall be responsible for the administration of this Contract on behalf of the City; provided, however, that authority and responsibility for the administration of this Contract may be transferred to any other office or department of the City, by the City in its sole discretion.

Section 21: Federal Uniform Administrative Requirements

This section lists certain administrative standards required by the federal government, as City expenditures for these contracted services are funded through the City's Community Development Block Grant program using Department of Housing and Urban Development (HUD) funds. CTW will comply with the requirements and standards specified in the following federal regulations:

OMB Circular A-122, "Cost Principals for Non-Profit Organizations".

OMB Circular A-110 (Attachments A, B, C, F, H, N and O), "Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations".

OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions".

Subpart K of 24CFR570, "Other Program Requirements", except that CTW does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

Section 22: Reversion of Assets

When this contract ends, the Contractor must transfer to the City any CDBG funds on

hand and accounts receivable attributable to the use of CDBG monies. Since no CDBG funds will be used for the acquisition or improvement of real property, disposition requirements are not necessary.

Section 23: Donations and Fees

Donations and fees which are received by the CTW in connection with provision of items funded with this Contract shall be included in its monthly financial reports in a balance sheet and operating statement presentation showing disposition of such donations and fees. For example, if CTW receives additional donations to offset utilities of the specific CDBG funded property, such shall be reported.

Section 24: Notices.

All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given when delivered in person to the recipient or 48 hours after depositing the same in the United States Mail, by regular mail addressed to the party or its address set forth above.

Section 25: Successors and Assigns.

CTW shall not assign or otherwise transfer this Agreement without the written consent of the City. The Agreement shall be binding on any successor or assignee.

The City of Wyoming

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Jack A. Poll, Mayor

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Heidi A. Isakson, City Clerk

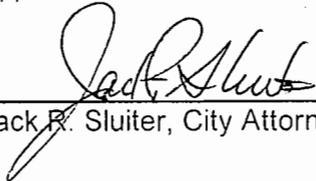
Compassion This Way

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Herbert Start, President

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Brian Patterson, Executive Director

Period: July 1, 2012 through June 30, 2013  
Page 12

Approved as to form:

  
\_\_\_\_\_  
Jack R. Sluiter, City Attorney

RESOLUTION \_\_\_\_\_

RESOLUTION TO AUTHORIZE PAYMENT FOR  
MAINTENANCE TO THE HEYBOER DRAIN

WHEREAS:

1. The Heyboer Drain between 32<sup>nd</sup> and 44<sup>th</sup> Streets was being obstructed by trees and brush growing in the drain and the area adjacent to it.
2. The Kent County Drain Commission hired Quantum Construction Company to remove the trees and brush and excavate the area to allow the drain to flow correctly.
3. The City of Wyoming is responsible for the cost of maintaining the Heyboer Drain.
4. This work can be financed from the Major Street and Local Street Maintenance Funds 202-441-46300-930.000 and 203-441-46300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment to the Kent County Drain Commission in the amount of \$18,480 for the maintenance of the Heyboer Drain.

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:

Invoices (2)

# OFFICE OF THE DRAIN COMMISSIONER

William R. Byl, Drain Commissioner  
1500 Scribner NW, Grand Rapids, Michigan 49504-3233  
Telephone (616) 336-3688 Fax: (616) 336-3575



## INVOICE

June 15, 2012

TO: Bill Dooley – Public Works  
City of Wyoming  
2660 Burlingame Ave. SW  
Wyoming, MI 49509

NO. 3964

DESCRIPTION	AMOUNT DUE
<p><b>RE: Heyboer Drain</b> (930-820-445-0304-00000-2012)</p> <p>See attached.</p> <p style="text-align: right;"><b>*TOTAL AMOUNT DUE*</b></p>	<p>\$ 18,480.00</p> <p style="text-align: right;"><b>\$ 18,480.00</b></p>
<p>Make checks payable to:</p> <p style="text-align: center;"><b>KENT COUNTY DRAIN COMMISSION</b></p>	



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

RESOLUTION TO AUTHORIZE THE ABANDONMENT OF AN EXISTING  
UTILITY EASEMENT LOCATED AT 3959 LINDEN AVENUE, SE

WHEREAS:

1. The owner of 3959 Linden Avenue, SE, HSG Investments LLC, has requested the City of Wyoming release an existing utility easement through their property.
2. The existing utility easement has no existing utilities in the easement nor is intended for any future utilities through the property.
3. The easement is situated where it runs through the current building.
4. The attached Abandonment of Easement form releases the easement back to the owner of the property.
5. It is in the best interest of the City to release its interest in the utility easement at 3959 Linden Avenue, SE.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming does herewith authorize the Abandonment of Utility Easement at 3959 Linden Avenue, SE.

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

Attachment: Abandonment of Utility Easement

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

**ABANDONMENT OF UTILITY EASEMENT AND RIGHT OF WAY**

This Abandonment of Utility Easement and Right of Way ("Abandonment") is made this 19 day of June, 2012, by and between HSG Investments, LLC, a Michigan Limited Liability Company, whose address is 3959 Linden Avenue, S.E., Wyoming, Michigan (HSG), and the City of Wyoming, a Michigan Municipal Corporation, whose address is 1155 – 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509 (The City).

**WITNESSETH:**

WHEREAS, HSG is the owner of certain real property located in the City of Wyoming, Kent County, Michigan, more particularly described as:

*THAT PART OF LOTS 39, 40 AND 41, ALLEN FARM, SECTION 19, PARIS TOWNSHIP, NOW CITY OF WYOMING, KENT COUNTY, MICHIGAN, AS RECORDED IN LIBER 27 OF PLATS, PAGE 18, DESCRIBED AS: COMMENCING AT A POINT ON THE EAST LINE OF LOT 39 OF SAID PLAT WHICH IS 44.0 FT. SOUTH 03 DEGREES 07 MINUTES EAST FROM, THE NORTHEAST CORNER OF LOT 39: THENCE NORTH 89 DEGREES 54 MINUTES WEST 353.57 FEET PARALLEL WITH THE NORTH LINE OF LOT 39 AND THE EXTENSION THEREOF TO THE EAST LINE OF KENT INDUSTRIAL CENTER NUMBER 2, AN ADDITION TO THE CITY OF WYOMING AND TO THE CITY OF KENTWOOD, SECTION 19, T6N, R11W, KENT COUNTY, MICHIGAN: THENCE SOUTH 06 DEGREES, 00 MINUTES EAST 125.51 FEET ALONG THE EAST LINE OF SAID ADDITION: THENCE SOUTH 89 DEGREES 54 MINUTES EAST 347.24 FEET TO THE WEST LINE OF LINDEN AVENUE: THENCE NORTH 03 DEGREES 07 MINUTES 125.00 FEET TO THE PLACE OF BEGINNING.*

WHEREAS, on September 11, 1923 the Plat of Allen Farm was recorded at the Register of Deeds Office of Kent Count in L. 27 of Plats, Page 18 and that plat dedicated the "rear five feet of each lot for poles and wires of public utilities".

WHEREAS, the streets and lots have been developed and reconfigured differently from the original plat, and the easement that was intended for public utilities is not in use and is not intended to be used, the two parties of this agreement seek to abandon the easement described in **Exhibit A** attached hereto and incorporated by reference.

NOW, THEREFORE, for and in consideration of the sum of One and no/100 (\$1.00) Dollar paid to The City, the receipt of which is hereby acknowledged, HSG and The City hereby enter into this Agreement.

1. This easement is exempt from transfer tax by reason of MCL 207.526, Section 6(a); and MCL 207.505, Section 5(a).

The City and HSG have caused these presents to be signed effective the day and year first above written.

[End of text. Signature pages attached.]

ABANDONMENT OF UTILITY EASEMENT AND RIGHT OF WAY

HSG INVESTMENTS, LLC, a

Michigan Limited Liability Company

Dated: 6-17-12

By: Scott Gibson

Printed Name: Scott Gibson

Its: Managing Member

STATE OF MICHIGAN )

) SS.

COUNTY OF Kent )

The foregoing instrument was acknowledged before me this 19 day of June, 2012, by Scott Gibson, the Managing Member of HSG Investments, LLC, a Michigan Limited Liability Company, on behalf of such Limited Liability Company. To me known to be the person executed the foregoing instrument and acknowledge that he executed the foregoing instrument as the free act and deed of said Limited Liability Company.

Diane J. Vilums

Printed Name: Diane J. Vilums

Notary Public, Ottawa County MI

My Commission Expires: 2-17-2015

Acting in the County of Kent

ABANDONMENT OF UTILITY EASEMENT AND RIGHT OF WAY

The City of Wyoming, a  
Michigan Municipal Corporation

Dated: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

STATE OF MICHIGAN )

) SS.

COUNTY OF  KENT  )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, its \_\_\_\_\_, on behalf of The City of Wyoming, a Michigan Municipal Corporation.

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public, \_\_\_\_\_ County \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

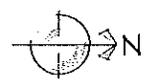
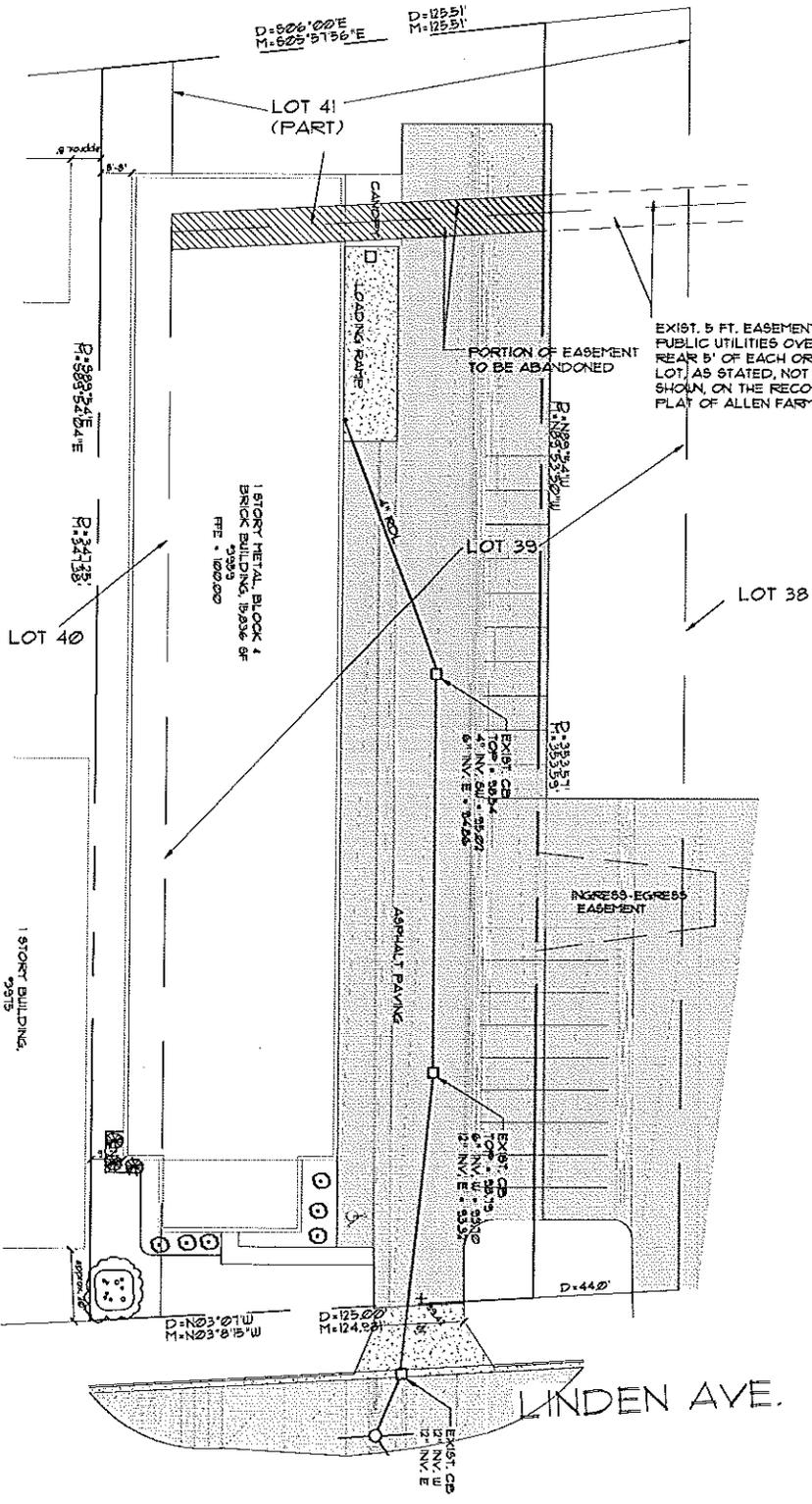
Prepared by and return to:  
Joseph L. Geelhoed, P.E.  
Dan Vos Const. Co.  
6160 E. Fulton, P.O. Box 189  
Ada, MI 49301

APPROVED AS TO FORM:

*Jack Shuck*  
\_\_\_\_\_

"EXHIBIT A"

HEYBOER DRAIN



**EASEMENT  
ABANDONMENT**  
SCALE: 1" = 50'-0"

**PUBLIC UTILITY EASEMENT ABANDONMENT  
DESCRIPTION**

That part of lots 39 and 41, Allen Farm, Section 19, Paris Township, now City of Wyoming, Kent County, Michigan, as recorded in Liber 27 of Plats, Page 18, described as: Commencing at a point on the East line of Lot 39 of said plat which is 44.0 feet South 03 degrees 07 minutes East from the Northeast corner of Lot 39; thence North 89 degrees 54 minutes West 295.7 feet parallel with the North line of Lot 39 and the extension thereof to the *Place of Beginning* of said easement abandonment; thence South 03 degrees, 07 minutes East 105.25 feet parallel with the East line of Lot 39 of said plat; thence North 89 degrees 54 minutes West 10.00 feet; thence North 03 degrees, 07 minutes West 105.25 feet parallel with the East line of Lot 39 of said plat; thence South 89 degrees 54 minutes East 10.00 feet to the place of beginning.

EASEMENT ABANDONMENT FOR:

**D & D BUILDING**

3858 LINDEN AVE., SE  
WYOMING, MICHIGAN

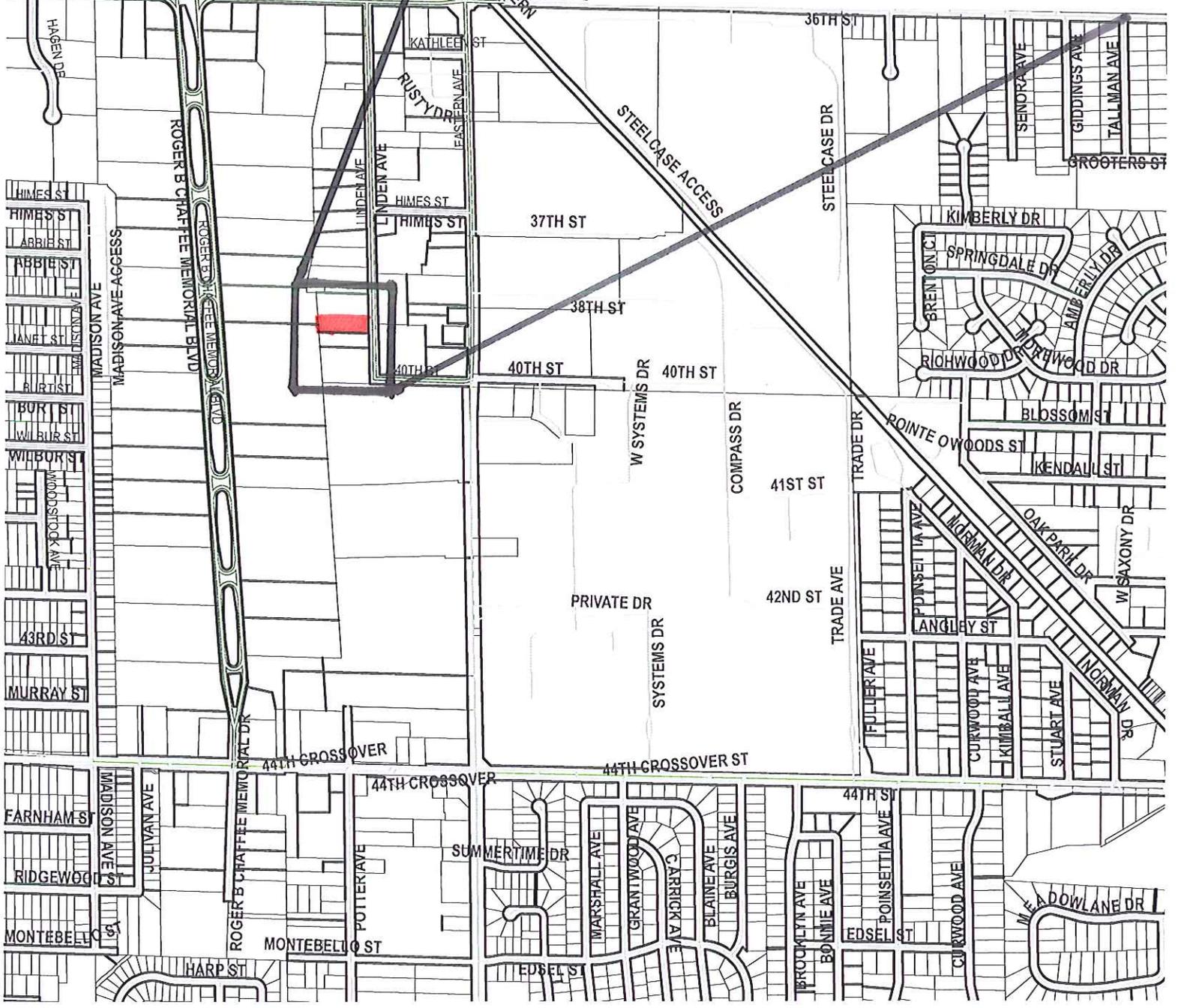
6-19-2012



ARCHITECTURAL SERVICES  
DESIGN • BUILD  
CONSTRUCTION MANAGEMENT  
GENERAL CONTRACTING

6160 E. FULTON  
P.O. BOX 189  
ADA, MI 49301-0189  
(616) 676-9169

*Building for Life.*



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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE MILLING AND RESURFACING OF CLYDE PARK AVENUE, 36<sup>TH</sup> STREET AND 54<sup>TH</sup> STREET AND ADDING RIGHT-TURN LANES ON 54<sup>TH</sup> STREET AND BURLINGAME AVENUE IN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming in cooperation with the Michigan Department of Transportation (MDOT) propose to perform rotomilling and resurfacing asphalt pavement and adding right-turn lanes on various streets in Wyoming.
2. The 2012 Federal Resurfacing Program includes milling and resurfacing the following streets:
  - Clyde Park Avenue from 28<sup>th</sup> Street to 54<sup>th</sup> Street
  - 54<sup>th</sup> Street from Clyde Park Avenue to Division Avenue
  - 36<sup>th</sup> Street from Division Avenue to Eastern Avenue
3. The 2012 Federal Resurfacing Program additionally includes adding two right-turn only lanes at the following locations:
  - Westbound 54<sup>th</sup> Street at Clyde Park Avenue
  - Southbound Burlingame Avenue at 44<sup>th</sup> Street
4. The Michigan Department of Transportation has submitted the attached City-State Agreement outlining the rights and obligations for the parties.
5. The anticipated cost for the City of Wyoming share based upon the engineer's estimate is \$628,400.00.
6. The costs for this project can be financed out of the Capital Improvements Program account number 490-441-50200-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Agreement with MDOT for the 2012 Federal Resurfacing Program.

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

STP & CMAQ

DAB

Control Section	STU 41400; CM 41400
Job Number	114561; 115605; 115606
Project	STP 1241(033); CM 1241(040)(041)
Federal Item No.	HH 7885; RR 8016; RR 8017
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	12-5174

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of MAY 17 2012, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Wyoming, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated April 6, 2012, attached hereto and made a part hereof:

PART A – STU 41400; JOB #114561; STP 1241(033); HH 7885

Hot mix asphalt cold milling and resurfacing work along 36<sup>th</sup> Street from Division Avenue to Eastern Avenue, along 54<sup>th</sup> Street from Clyde Park Avenue to Division Avenue, and along Clyde Park Avenue from 28<sup>th</sup> Street (Highway M-11) to 54<sup>th</sup> Street; including concrete curb and gutter and pavement marking work; and all together with necessary related work.

PART B – CM 41400; JOB #115605; CM 1241(040); RR 8016

Right-turn lane widening work at the intersection of 54<sup>th</sup> Street and Clyde Park Avenue; including hot mix asphalt paving, concrete curb and gutter, pavement marking, and watermain work; and all together with necessary related work.

PART C – CM 41400; JOB #115606; CM 1241(041); RR 8017

Right-turn lane widening work at the intersection of Burlingame Avenue and 44<sup>th</sup> Street; including hot mix asphalt paving, concrete curb and gutter, and pavement marking work; and all together with necessary related work.

WITNESSETH:

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

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM  
CONGESTION MITIGATION AND AIR QUALITY

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

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

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

- 5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$2,555,111, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

Federal Congestion Mitigation and Air Quality Funds shall be applied to the eligible items of the PART B portion of the PROJECT COST up to the lesser of: (1) \$64,000, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART B portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART B portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART C

Federal Congestion Mitigation and Air Quality Funds shall be applied to the eligible items of the PART C portion of the PROJECT COST up to the lesser of: (1) \$64,000, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART C portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART C portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

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

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

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

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

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation

pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

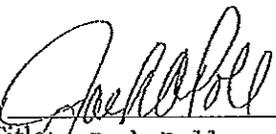
- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

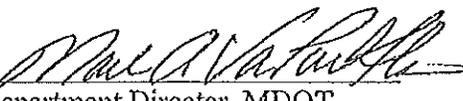
18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

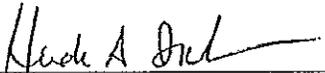
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

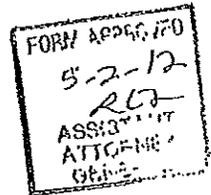
CITY OF WYOMING

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By   
Title: Jack Poll  
Mayor

By   
Department Director MDOT

By   
Title: Heidi A. Isakson  
City Clerk



APPROVED STATE  
ADM. BOARD  
5-15-12

April 6, 2012

EXHIBIT I

CONTROL SECTION      STU 41400; CM 41400  
JOB NUMBER            114561; 115605; 115606  
PROJECT                STP 1241(033); CM 1241(040)(041)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>PART C</u>	<u>TOTAL</u>
Estimated Cost	\$2,907,100	\$112,800	\$116,000	\$3,135,900

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$2,907,100	\$112,800	\$116,000	\$3,135,900
Less Federal Surface Transportation Funds*	\$2,379,500	\$ 0	\$ 0	\$2,379,500
Less Federal Congestion Mitigation and Air Quality Funds**	\$ 0	\$ 64,000	\$ 64,000	\$ 128,000
BALANCE (REQUESTING PARTY'S SHARE)	\$ 527,600	\$ 48,800	\$ 52,000	\$ 628,400

\*Federal Surface Transportation Funds for the PART A portion of the PROJECT are limited to an amount as described in Section 5.

\*\*Federal Congestion Mitigation and Air Quality Funds for each of the PART B and C portions of the PROJECT are limited to the amounts as described in Section 5.

NO DEPOSIT

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

RESOLUTION TO AUTHORIZE PAYMENT FOR  
APPRAISAL SERVICES

WHEREAS:

1. As detailed in the attached Staff Report Ramblewood Apartments appealed their assessment to the Michigan Tax Tribunal.
2. Due to the complex nature of this property and the appeal, the Assessor's Office contacted the fee appraiser who performed our appraisal, John Henry, MAI to testify and assist our City Attorney with these issues at the Court proceedings. His invoice for these services is in the amount of \$9,675.00.
3. Funds for the appraisal services are available in account number 101-209-20900-801000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize payment to John Henry, MAI, for appraisal services in the amount of \$9,675.00.

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:

ATTACHMENTS:

Staff Report  
Invoice

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

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

## Staff Report

Date: June 19, 2012  
Subject: Services performed for Michigan Tax Tribunal Appeal  
From: Gene Vogan, Assessor and Tom Yore, Deputy Assessor  
Meeting Date: July 2, 2012

### **Recommendation:**

It is recommended that City Council authorize payment to John Henry, MAI for \$9,675.00. Recently, Mr. Henry was hired to consult and testify regarding an appeal on our largest Apartment Complex - Ramblewood.

### **Sustainability Criteria:**

**Environmental Quality** – Not applicable

**Social Equity** – Assessing of Real Property in Wyoming and Michigan is based upon uniformity of values reflecting current market values and trends without regard to income level or socio-economic status, but representative of property types and their current market values.

**Economic Strength** – The City is funded in large part by property tax which is based upon Assessed and Taxable Values that are uniformly produced, reflecting current market values and derived from a constantly changing marketplace of various property types.

### **Discussion:**

From time to time the Assessor's Office must hire the services of an Appraiser to present testimony before the Michigan Tax Tribunal and to defend our valuations in property tax appeals. Mr. Henry performed the appraisal of this apartment complex and although extensive, authoritative and appropriate for this type of property, it had to be presented to the Tax Tribunal because negotiations could not settle this appeal. This required his additional preparation and testimony on his appraisal and the Petitioners Appraisal, as presented at those Court proceedings.

Mr. Henry has now submitted an invoice for this additional work and services in the amount of \$9,675.00. It is recommended that the City Council agree to pay this amount to complete this appeal.

### **Budget Impact:**

Funds are available for this work in accounts: 101-209-20900-801000 and 101-209-20900-956000.

**John J. Henry, MAI**



*Real Estate Appraiser & Analyst*

6340 CANNON HIGHLANDS DRIVE NE · BELMONT, MICHIGAN 49306

PHONE (616) 874-5000 · FAX (616) 874-5359

E-MAIL: [jjhmai@msn.com](mailto:jjhmai@msn.com)

**INVOICE**

**June 15, 2012**

Thomas P. Yore, Deputy Assessor  
City of Wyoming  
1155 28<sup>th</sup> Street SW  
P.O. Box 905  
Wyoming, Michigan 49509-0905

**SUBJECT: Tax Appeal  
Ramblewood Apartments  
Wyoming, Michigan  
MTT Docket No. 0368394**

For professional services rendered 6/7/12 to 6/13/12:  
Pick-up Petitioner's appraisal at city offices;  
Review Petitioner's appraisal; consultations with  
city attorney; trial preparation; MTT trial in Lansing.

64.5 hours @ \$150/hour \$9,675.00

**Balance due this statement: \$9,675.00**

***Terms: Due upon receipt of invoice.***

Thank you for the opportunity to be of service.

Please make check payable to: John J. Henry, MAI

Federal ID# 38-2126481

John J. Henry, MAI  
6340 Cannon Highlands Drive NE  
Belmont, Michigan 49306

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

RESOLUTION TO EXTEND THE BID FOR  
BALLISTIC VESTS

WHEREAS:

1. As detailed in the attached Staff Report, On Duty Gear, LLC has offered to lower their 2010 bid prices for ballistic vests through June 30, 2013.
2. The ballistic vests are purchased on an as-needed basis throughout the year.
3. It is estimated the City will spend approximately \$17,325.00 for ballistic vests in the 2012/13 budget year and funding is available in account number 101-305-31500-744000.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Wyoming City Council does hereby authorize acceptance of the proposal extending the bid for ballistic vests through June 30, 2013.

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:

ATTACHMENTS:  
Staff Report  
Proposal

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

## STAFF REPORT

DATE: May 9, 2012  
SUBJECT: Patrol/Bid Extension (Ballistic Vests)  
FROM: Captain Kim Koster  
MEETING DATE: July 2, 2012

### RECOMMENDATION:

It is recommended the City Council accept a proposal received from On Duty Ger, LLC offering to lower their 2010 awarded bid pricing through June 30, 2013

### SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – Does not significantly impact this criterion.

### DISCUSSION:

On Tuesday, May 11, 2010. Forty-nine invitations to bid were sent to prospective bidders. The bids received are as shown below:

Company	Each Bid Price
On Duty Gear, LLC	\$575.00
C.M.P. Distributors	\$582.50
Armor Express	\$834.00

On Duty Gear, LLC has provided the City of Wyoming a proposal offering to lower their 2010 bid pricing through June 30, 2013 at a cost of \$525.00 per vest.

The ballistic vests are purchased on an as-needed basis. It is estimated the City will purchase 33 vests in the 2012/13 budget year.

Funding is allocated and available in the following accounts: 101-305-31500-744000.

# On Duty Gear LLC

309 Huron Ave.  
Port Huron, MI 48060  
[www.ondutygear.com](http://www.ondutygear.com)

June 13, 2012

City of Wyoming  
ATTN: Lt. Groen  
2300 DeHoop Ave. SE  
Wyoming, MI 48509

Ms. Pease:

The purpose of this letter is to advise you that we have agreed to extend the new price of \$525 for the Quantum Level II (NIJ 06 certified) with 2 Equinox Carriers and a 5x8 Ara-Shock Plate through June 30, 2013.

If you need anything additional from us, please feel free to call me at: 810-966-3445.

We look forward to working with you.

Thank You,



Paul S. Riddell  
President

cc: file

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

RESOLUTION TO AUTHORIZE THE PURCHASE  
OF FOUR POLICE PATROL VEHICLES

WHEREAS:

1. As detailed in the attached memorandum from the Director of Public Works, it is recommended the City purchase four police patrol vehicles from Snethkamp Dodge of Lansing using the State of Michigan MiDeal purchase program at a total cost of \$90,392.00.
2. Funds for the purchase of the police patrol vehicles are available in the Motor Pool Capital Outlay Account 662-441-58500-985.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the purchase of the four police patrol vehicles from Snethkamp Dodge of Lansing in the total amount of \$90,392.00.

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:

ATTACHMENT:  
Staff Report

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

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

## STAFF REPORT

DATE: June 25, 2012  
SUBJECT: Replacement Police Vehicles  
FROM: William D. Dooley, Director of Public Works  
Date of Meeting: July 2, 2012

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### RECOMMENDATION

The Public Works Department recommends the City Council authorize the purchase of four 2012 Dodge Charger police patrol vehicles from Snethkamp Dodge of Lansing, Michigan through the State of Michigan's MiDeal purchasing program in the amount of \$90,392.

### SUSTAINABILITY CRITERIA

#### Environmental Quality

These four vehicles will be replacing four older vehicles with outdated emission control systems.

#### Social Equity

These vehicles are utilized throughout the City of Wyoming for public safety and law enforcement.

#### Economic Strength

Police vehicles are used to protect private and public property.

### DISCUSSION

During the fiscal year 2012-2013 four police patrol vehicles will reach the end of their serviceable life. The new patrol vehicles will replace these older vehicles.

The purchase will be made through the cooperative purchasing program the State of Michigan operates, known as MiDeal.

### BUDGET IMPACT

Sufficient funds have been budgeted in the Motor Pool Capital Outlay Account 662-441-58500-985.000

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

RESOLUTION TO ACCEPT A QUOTATION FOR  
WATER METERS AND METERING EQUIPMENT

WHEREAS:

1. As detailed in the attached Staff Report from the Deputy Director of Public Works, Etna Supply submitted a quotation to extend their bid to supply Sensus water meters and metering equipment through December 31, 2012.
2. ETNA Supply has not proposed a price increase for 2012 has provided a quotation to maintain their prices for water meters at the same level as in 2011.
3. Sensus water meters and metering equipment is purchased to replace existing meters and metering equipment on an as-needed basis.
4. It is estimated the City will spend approximately \$120,000 for meters and metering equipment and funding is available in account number 591-591-565-775000.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Wyoming City Council does hereby authorize acceptance of the quotation from Etna Supply to supply the City with Sensus water meters and metering equipment through December 31, 2012.

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:

ATTACHMENTS:

Staff Report

Quotation

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

## STAFF REPORT

DATE: June 26, 2012

SUBJECT: Water Meter Bid Extension

FROM: Tom Kent, Deputy Director of Public Works

Date of Meeting: July 2, 2012

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### RECOMMENDATION:

The Utilities/Public Works Department recommends that the City Council approve an extension of the water meter bid from ETNA Supply to provide Sensus water meters to the City of Wyoming for the remainder of the calendar year 2012. ETNA Supply has extended their bid prices from calendar year 2011 through the end of calendar year 2012 (quotation attached).

### SUSTAINABILITY CRITERIA:

Environmental Quality - The Sensus water meters supplied by ETNA have proven to be a reliable, high quality product which complies with the current low-lead standards that apply to water meters. The newest line of water meters being introduced by Sensus have plastic meter bodies, exhibit exceptional accuracy at all flow ranges, retain a history of consumption that can be interrogated and/or downloaded and have a warranty that covers a 20 year period (most meters are provided with a 10 year warranty).

Social Equity - Our meter maintenance efforts are devoted to providing accurate water metering and billing to all customers of the City's water and wastewater utility services. By maintaining accurate metering for customers, everyone using these services pays a fair share and no customer, or customer class, subsidizes the cost of this service at the expense of another. Accurate metering throughout all system meters also provides information on system water losses and unbilled volumes that need to be identified and corrected.

Economic Strength - ETNA Supply is the local distributor for Sensus water meters and we have purchased water meters from them since 2010, when we conducted a competitive bidding process. We extended this initial bid in 2011 based upon their outstanding level of service, product quality and the reasonable and defensible price increase (5.5%---based upon increases in copper prices) that they quoted at the time. For 2012, ETNA has agreed to hold the line on price increases and they have extended their 2011 prices for water meters through the end of the current calendar year. Additionally, ETNA's local presence and their willingness to carry an inventory of meters to supply their local customers have allowed us to drastically decrease the meter inventory that we stock and the space that we had previously devoted to meter storage.

**DISCUSSION:**

It is our recommendation to extend the bid for water meters from ETNA Supply Company for the remainder of the year. They have provided excellent customer service and they supply a high quality product to Wyoming and several other local communities such as the City of Grand Rapids, Byron-Gaines Utility Authority, the City of Grandville and the City of Kentwood and they have held their prices firm.

Over the past few years, we have completed a meter replacement program for all older commercial/ industrial turbine meters that were no longer measuring water flow accurately and we are now in the midst of replacing residential meters on an as-needed basis. Older residential meters (non-turbine meters) continue to measure flow accurately but suffer from reading dial failure so we have had to replace approximately 40% of these meters. We anticipate a continuation of this program during the course of the next few years and we plan on spending approximately \$120,000 during fiscal year 2012-13. Adequate funding for this replacement program is provided in the Water Fund 591-591-56500-775000 account.



ETNA SUPPLY - GRAND RAPIDS  
 529 32ND ST SE  
 GRAND RAPIDS, MI 49548  
 616 241 5414  
 Fax 616 241 4786



### Quotation

QUOTE DATE	QUOTE NUMBER
10/14/2011	S100249636
ETNA SUPPLY 529 32nd St. SE PO BOX 897 GRAND RAPIDS, MI 49548 P-616 248 9182 F-616 245 9940	PAGE NO.  1 of 2

QUOTE TO:

SHIP TO:

WYOMING CITY OF  
 WATER METERS  
 2385 PORTER ST SW  
 WYOMING, MI 49509

WYOMING CITY OF  
 WATER METERS  
 2385 PORTER ST SW  
 WYOMING, MI 49509

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
1761	QUOTE		Alby Villarreal	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
AI Weber	BID	NET 10TH	10/28/2011	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1ea	SENSUS MTR PMM 5/8 X 3/4 BI-ALLOY ECR/WP REGISTER W/25 FT WIRE W/TP 8 WHEEL CUBIC FT REGISTRATION (NSF61 CERTIFIED) LAST METER ORDER 3-31-12		95.000/ea	95.00
1ea	SENSUS MTR PMM 1" BI-ALLOY ECR/WP ECR/WP REGISTER W/25 FT WIRE W/TP 8 WHEEL CUBIC FT REGISTRATION (NSF61 CERTIFIED) LAST METER ORDER 3-31-12		147.500/ea	147.50
1ea	MTR 3/4" IPERL 8WHL CF ECR/WP (SB); SHORT BODY (7-1/2") LENGTH 8 WHEEL CF ECR/WP REG W/25FT WIRE L/CONN *** I2X5FAXX ***		125.000/ea	125.00
1ea	MTR 1" IPERL 8WHL CF ECR/WP; 8 WHEEL CF ECR/WP REG W/ 25FT WIRE L/CONN *** I4X5FAXX ***		195.000/ea	195.00
1ea	MTR 1-1/2" OMNI T2 - 8 WHL CF; 8 WHEEL CUBIC FEET 1CF PULSE OUTPUT TURBO DRS LAY LENGTH (13") *****T11XXXXF2ATXX*****		795.000/ea	795.00
1ea	MTR 2" OMNI T2 - 8WHL CF (17") 8 WHEEL CF REGISTER 1CF PULSE OUTPUT TURBO DRS LAY LENGTH (17") *****T21XXXXF2ATXX*****		930.000/ea	930.00
** Continued on Next Page *			Subtotal	
			S&H Charges	
			Amount Due	

Prices are firm for -56 days. Price subject to change after -56



ETNA SUPPLY - GRAND RAPIDS  
 529 32ND ST SE  
 GRAND RAPIDS, MI 49548  
 616 241 5414  
 Fax 616 241 4786



# Quotation

QUOTE DATE	QUOTE NUMBER
10/14/2011	S100249636
ETNA SUPPLY 529 32nd St. SE PO BOX 897 GRAND RAPIDS, MI 49548 P-616 248 9182 F-616 245 9940	PAGE NO.  2 of 2

QUOTE TO:

SHIP TO:

WYOMING CITY OF  
 WATER METERS  
 2385 PORTER ST SW  
 WYOMING, MI 49509

WYOMING CITY OF  
 WATER METERS  
 2385 PORTER ST SW  
 WYOMING, MI 49509

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
1761	QUOTE		Alby Villarreal	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Al Weber	BID	NET 10TH	10/28/2011	No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
1ea	MTR 3" OMNI T2 - 8 WHL CF (19"); 8 WHEEL CF 1CF PULSE OUTPUT TURBO DRS LAY LENGTH (19") *****T31XXXXF2ATXX*****	1100.000/ea	1100.00	
1ea	MTR 4" OMNI T2 - 1 CF (23"); 1 CUBIC FEET 1 CF PULSE OUTPUT TURBO DRS LAY LENGTH (23") ***T41XXXXF1ATXX*** ***** ***** PRICES FIRM 1-1-12 THRU 12-31-12	2250.000/ea	2250.00	
<b>Taxes are not included!</b> <b>See Terms and Conditions on our website <a href="http://www.etnasupply.com">www.etnasupply.com</a></b>		Subtotal	5637.50	
		S&H Charges	0.00	
Prices are firm for -56 days. Price subject to change after -56		Amount Due	5637.50	

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

RESOLUTION FOR AWARD OF BID

WHEREAS:

1. Formal bids have been obtained on the below listed item.
2. The bids received have been reviewed and evaluated as per the attached Staff Report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the listed item as recommended in the attached Staff Report and summarized below.

Item	Recommended Bidder	Cost
Two Vehicle Mounted Diesel Generators	Cummins Bridgeway	\$22,286.44 for two

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:

ATTACHMENT:  
Staff Report

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

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

## STAFF REPORT

DATE: June 25, 2012

SUBJECT: Bid Award - Utility Truck Generators

FROM: William D. Dooley, Director of Public Works

Date of Meeting: July 2, 2012

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### RECOMMENDATION

The Public Works Department recommends that the City Council award a bid to Cummins Bridgeway, to provide and install two Onan Commercial Mobile 120 volt generators for \$22,286.44.

### SUSTAINABILITY CRITERIA

#### Environmental Quality

The generators meet the latest emission compliance standard. The generators conform to both the federal and state standards for sound.

#### Social Equity

The generators will be installed in two Public Works vehicles which are utilized throughout the City in the repair and maintenance of the City's water and sewer systems.

#### Economic Strength

The generators are economical and fuel efficient and come with a 2 year/2000 hour warranty.

### DISCUSSION

On June 19, 2012 the City of Wyoming Clerk received one bid for generators for two Public Works vehicles. Sixty-nine requests for bids were sent out.

One of the generators will be installed in the new utility truck received in May. The other generator will be installed in an existing utility truck to replace a generator which emits very high decibels and is experiencing high maintenance costs.

### BUDGET IMPACT

Sufficient funds have been budgeted in the Motor Pool Capital Outlay Account 662-441-58500-985.000.

NOTICE OF PROPOSED WYOMING CITY ORDINANCE

ORDINANCE NO. 7-12

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE  
OF THE CITY OF WYOMING BY ADDING  
SUBSECTION (89) THERETO

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is hereby amended by adding Subsection (89) thereto, to read as follows:

- (89) To rezone 4.1 acres from R-1 Single Family Residential to R-4 Multiple Family Residential. (1952 44<sup>th</sup> Street SW, Section 27)

LEGAL DESCRIPTION:

That part of the NE ¼, Section 27, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the N ¼ corner of Section 27; thence S87°08'E 887.89 feet along the North line of Section 27; thence S00°20'40"E 750.0 feet along the East line of the West 2/3 of the North ¾ of the West ½ of said NE ¼ to the PLACE OF BEGINNING of this description; thence S00°20'40"E 404.37 feet along said East line; thence S90°00'W 434.33 feet along the North line of Chateau Estates No. 10 to the NW corner of Lot 294; thence N00°20'40"W 426.12 feet; thence S87°08'E 435.0 feet to the place of beginning. This parcel contains 4.140 acres.

Section 2. This ordinance shall be in full force and effect the \_\_\_\_ day of \_\_\_\_\_, 2012.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

ORDINANCE NO.   8-12  

AN ORDINANCE TO ADD SECTIONS 90-472(6) AND 90-507(10)  
TO THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-472(6) is hereby added to the Code of the City of Wyoming to read as follows:

**Sec. 90-472. PERMITTED USES AFTER SPECIAL APPROVAL (I-1 Light Industrial District)**

(6) Service stations, including accessory restaurant uses within the building. Drive-through windows access may be permitted.

Section 2. That Section 90-507(10) is hereby added to the Code of the City of Wyoming to read as follows:

**Sec. 90-507. PERMITTED USES AFTER SPECIAL APPROVAL (I-2 General Industrial District)**

(10) Service stations, including accessory restaurant uses within the building. Drive-through window access may be permitted.

Section 3. This ordinance shall be in full force and effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a \_\_\_\_\_ session of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

Ordinance No. \_\_\_\_\_