

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
TUESDAY, SEPTEMBER 2, 2014, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Dennis Gilbert, Church of the Open Door
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of August 18, 2014
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - 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 Alex Smart for His Service as a Member of the Parks and Recreation Commission for the City of Wyoming
 - b) To Confirm the Appointment of James A. Streeter as a Member of the Board of Directors of the City of Wyoming Downtown Development Authority
 - c) To Authorize Members of the City Council to Attend the Government Matters Annual Legislative Luncheon
 - d) To Designate an Official Representative to the Annual Business Meeting of the Michigan Municipal League
 - e) To Authorize Members of the City Council to Attend the Michigan Municipal League Annual Convention
 - f) To Set a Public Hearing to Establish an Industrial Development District for Rieth-Riley Construction Company, Inc., in the City of Wyoming (September 15, 2014 at 7:01 p.m.)
- 15) Resolutions**
 - g) To Authorize the City Manager to Execute an Employment Agreement with the Finance Director

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

- h) To Award Professional Services with West Michigan Tree Services for Tree Clearing, Debris and Hazard Removal, and Turf Restoration Related to Ideal Park and the Tornado of July 2014 (Budget Amendment No. 18)
- i) To Accept a Grant from the Michigan Department of Community Health and Authorize Franklin Holwerda Company, Inc. to Replace Four Fluoride Pumps at the Water Treatment Plant (Budget Amendment No. 19)
- j) To Accept a Quote from Michigan CAT for Anti-Freeze for Two Standby Generators

17) Ordinances

- 18-14 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (97) Thereto to Rezone 15 Acres Located at the Northeast Corner of Clyde Park Avenue and 60th Street from B-2 General Business to I-1 Light Industrial (Final Reading)
- 19-14 To Amend Section 90-45(4) and Section 90-45(7) of the Code of the City of Wyoming (Accessory Buildings) (Final Reading)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO ALEX SMART FOR HIS SERVICE
AS A MEMBER OF THE PARKS AND RECREATION COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Alex Smart has served faithfully and effectively as a member of the Parks and Recreation Commission since December 19, 2011.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Alex Smart for his dedicated service as a member of the Parks and Recreation 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 September 2, 2014.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF JAMES A. STREETER
AS A MEMBER OF THE BOARD OF DIRECTORS OF THE CITY OF WYOMING
DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS:

1. James A. Streeter has submitted an application requesting appointment to the Downtown Development Authority for the City of Wyoming.
2. A vacancy exists in an unexpired term ending January 1, 2017 on the Downtown Development Authority.
3. Mayor Jack Poll has recommended that James A. Streeter be appointed as a member of the Board of Directors of the City of Wyoming Downtown Development Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of James A. Streeter as a member of the Board of Directors of the City of Wyoming Downtown Development Authority for the unexpired term ending January 1, 2017.

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 September 2, 2014.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO ATTEND THE
GOVERNMENT MATTERS ANNUAL LEGISLATIVE LUNCHEON

WHEREAS:

1. The Government Matters Annual Legislative Luncheon will be held on September 15, 2014 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 Government Matters Annual Legislative Luncheon on September 15, 2014 and
2. That Councilmembers will submit their expense reports at the conclusion of the luncheon 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 September 2, 2014.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO DESIGNATE AN OFFICIAL REPRESENTATIVE TO THE ANNUAL
BUSINESS MEETING OF THE MICHIGAN MUNICIPAL LEAGUE

WHEREAS:

1. The Annual convention of the Michigan Municipal League will be held in Marquette, Michigan on October 15 through October 17, 2014.
2. The annual business meeting of this convention will be held on October 16, 2014.
3. It is necessary for the City of Wyoming to designate an Official Representative to the annual business meeting of the Michigan Municipal League.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmember Sam Bolt is hereby named the Official Representative of the City of Wyoming at the annual business meeting of the Michigan Municipal League on October 16, 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 September 2, 2014.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO
ATTEND THE MICHIGAN MUNICIPAL LEAGUE ANNUAL CONVENTION

WHEREAS:

1. The 2014 Michigan Municipal League's Annual Convention will be held in Marquette, MI, October 15 through October 17, 2014.
2. It is the desire of the City Council that Wyoming be represented at the conference by Mayor Pro-Tem Sam Bolt.

NOW, THEREFORE, BE IT RESOLVED:

1. That member of the Wyoming City Council is hereby authorized to attend the 2014 Michigan Municipal League's Annual Convention on October 15 through October 17, 2014 and
2. That Councilmember will submit his 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 September 2, 2014.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING
TO ESTABLISH AN INDUSTRIAL DEVELOPMENT DISTRICT FOR
RIETH-RILEY CONSTRUCTION COMPANY, INC., IN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming has the authority to establish Industrial Development Districts within the City of Wyoming under the provisions of Act 198 of Public Acts of 1974, as amended.
2. Rieth-Riley Construction Company, Inc., has requested that the City establish an Industrial Development District for its property located at 2100 Chicago Drive SW, Wyoming, Michigan, 49519.
3. Prior to establishing such districts, it is necessary to first hold a public hearing at which the owners of the affected property and any other resident or taxpayer of the City can be given an opportunity to comment on the establishment of an Industrial Development District.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council shall hold a public hearing on September 15, 2014 at 7:01 p.m., at Wyoming City Hall, 1155 28th Street SW, Wyoming, MI 49509, at which the owners of property located within the proposed Industrial Development District and other residents or taxpayers of the City shall be given an opportunity to comment on the establishment of the proposed district to be comprised of the property described on the attached Exhibit A, which is incorporated by reference, and commonly known as 2100 Chicago Drive SW, Wyoming, Michigan, 49519.
2. Notice of this hearing shall be given to the applicant, the Assessor, and a representative of each affected taxing unit, and shall be posted in City Hall.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 2, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Exhibit A - Legal Description

Resolution No. _____

EXHIBIT A

Legal Description

Address: 2100 Chicago Drive SW, Wyoming, MI 49519

Tax Parcel No.: 41-17-03-377-006

Legal Description:

PART E 1/2 SW 1/4 COM 576.78 FT NELY ALONG SLY LINE OF CHICAGO DR FROM W 1/8 LINE TH NELY ALONG SD SLY LINE 158.0 FT TH SELY PERP TO SD DR 218.0 FT TH SWLY PAR WITH SD DR 250.46 FT TH N PAR WITH W 1/8 LINE 236.8 FT TO BEG SEC 3 T6N R12W 1.02 A.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE
AN EMPLOYMENT AGREEMENT WITH THE FINANCE DIRECTOR

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 2, 2014.

ATTACHMENTS:
Employment Agreement

Heidi A. Isakson, Wyoming City Clerk

CITY OF WYOMING
EMPLOYMENT AGREEMENT
FINANCE DIRECTOR

THIS AGREEMENT between Robert C. Luders, 7102 Placid Pointe Court, Caledonia, MI 49316 (“Employee”), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street SW, Wyoming, Michigan 49509 (“City”), is made on the following terms:

1. **TERM.** The City hereby employs the Employee as Finance Director of the City. This appointment shall be effective mid October 2014 (with a specific date to be determined). The Employee understands that as Finance Director he serves at the pleasure of the City Manager, who may terminate the Employee for any reason at any time as provided by the City Charter and City Code and subject only to the provisions of Section 6 of this Agreement.

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

3. **SERVICE DATE.** The Employee’s date of service with the City shall be mid October 2014 (with a specific date to be determined). The Employee shall be credited with all earned benefits from his service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

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

5. **BENEFITS.** The Employee shall be provided the same health insurance, health insurance opt-out, retirement, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to department head employees in the Administrative and Supervisory Association unless otherwise stated herein. Benefits (including retirement) shall be based on a hire date of mid October 2014 (with a specific date to be determined). The Employee shall contribute 20% of the premium cost for health insurance. The health insurance premium shall be based on the premium recommended by the City's insurer or, if applicable, third-party administrator. In addition to the above-stated benefits, the Employee shall be credited with forty (40) hours of vacation and twenty (20) hours of sick leave benefits upon starting employment. On January 1, 2015, the Employee shall be credited with 120 hours of vacation.

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

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

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

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

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

compensation from any source. The aforesaid severance pay and benefits shall be paid to the Employee contingent upon the Employee executing a waiver and release of all claims satisfactory to the City. Employee will be on probation for the first six months of employment and if terminated during the probationary period, Employee will not be eligible for severance pay.

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

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

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

8. **SEVERABILITY.** The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

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

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

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

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

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

14. **SHORTENED LIMITATIONS PERIOD.** The Employee agrees that any lawsuit or claim against the City arising out of the Employee's employment or termination of employment (including, but not limited to, claims arising under state,

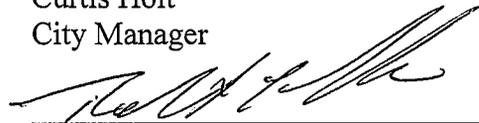
federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that Notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limits specified by statute, whichever is shorter. The Employee waives any statute of limitations that exceeds this time limit.

CITY OF WYOMING

Dated: _____

Curtis Holt
City Manager

Dated: 8/27/14



Robert C. Luders
Finance Director

RESOLUTION NO. _____

A RESOLUTION TO AWARD PROFESSIONAL SERVICES WITH WEST MICHIGAN TREE SERVICES FOR TREE CLEARING, DEBRIS AND HAZARD REMOVAL, AND TURF RESTORATION RELATED TO IDEAL PARK AND THE TORNADO OF JULY 2014

WHEREAS:

1. A tornado touched down in the City of Wyoming, specifically in the Ideal Park area, on July 6, 2014, causing significant damage to park and city property.
2. Three quotes for professional tree clearing, overhead hazard removal, debris removal, stump grinding, and turf restoration were received, one being incomplete, providing for two qualified bids of \$421,479 and \$839,000.
3. Funds for these services are available via the Parks and Recreation Millage Fund Balance. An attached budget amendment is required to provide for such funds in account number 208-752-75600-975.141.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby award professional services to West Michigan Tree Services for tree clearing, debris and hazard removal, and turf restoration work for city property commonly known as Ideal Park.
2. The Wyoming City Council does hereby authorize the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 2, 2014.

Heidi A. Isakson, Wyoming City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: September 2, 2014

Budget Amendment No. 018

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$421,480 of budgetary authority to provide funding for restoration related to Ideal Park and the tornado of July 2014 as per attached resolution and staff report.

| <u>Description/Account Code</u> | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|--|----------------|-----------------|-----------------|----------------|
| <u>Parks and Recreation Fund</u> | | | | |
| Parks and Recreation - Parks and Rec Facility - Capital Outlay Ideal Improvements 208-752-75600-975.141 | \$0 | \$421,480 | | \$421,480 |
| Fund Balance (Fund 208) | | | | \$421,480 |

Recommended: 
Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2013-2014 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: August 25, 2014

Subject: Tree Clearing, Debris and Hazard Removal, and Turf Restoration for Ideal Park related to the tornado of July 6, 2014

From: Rebecca Rynbrandt, Director of Community Services

Council Meeting Date: Tuesday, September 2, 2014

Recommendation: Staff recommends the City Council award profession services related to the tornado clean-up of Ideal Park for the purposes of public safety, tree and debris removal, and park turf restoration in the amount of \$421,479 to West Michigan Tree Services.

Sustainability Criteria:

Social Equity: Ideal Park is located within a dense residential neighborhood and is the only park located within the city south of 54th street. The significant impact of the July 2014 tornado upon Ideal Park reduces our ability to equitably provide for recreation and leisure services to a region of our community. Tree debris removal and turf restoration provides for the first step in restoring the park to active citizen use.

Environmental Quality: As a result of the tornado, conditions of the park pose a public safety risk – the park is currently closed. As rain events periodically continue, flooding of the area may shift debris creating the potential for new hazards and additional flooding downstream until such time as the debris has been removed.

Economic Strength: Well-maintained park lands and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city.

Discussion:

A tornado touched down in the Ideal Park area, on July 6, 2014, causing significant damage to park and city property.



Three quotes based upon the attached aerial denoting areas of need and required work for professional tree clearing; overhead hazard removal, debris removal, stump grinding, and turf restoration were received. One quote was incomplete, providing for two qualified quotes of

\$421,479 and \$839,000. The qualified low quote of \$421,479 was received from West Michigan Tree Services.

Budget Impact: Funds for these services are available via the Parks and Recreation Millage Fund Balance. An attached budget amendment is required to provide for such funds in account number 208-752-75600-975.141.

It is anticipated that only \$10,000 to \$15,000 of the tree work will be reimbursable from our Michigan Municipal Risk Management Authority insurance claim. Reimbursable tree work is only that of removing a tree from a structure, such as a playground, lodge, etc.



WEST MICHIGAN TREE SERVICES

A division of GRAND ARBOR GROUP, INC.
MAIN OFFICE: P.O. BOX 151455 – GRAND RAPIDS, MI 49515-1455 – (616) 364-4558 – FAX (616) 364-7616
WWW.WESTMICHIGANTREESERVICES.COM

Date: 8-7-14

Client: CITY OF WYOMING

Location: IDEAL PARK

REQUESTED SERVICE

Land Clearing Quotation

PROPOSAL/RECOMENDATATIONS

| | | |
|-------------------|--|--------------|
| SECTION 1 | To clear cut all, haul wood, haul chips, grind stumps grade, topsoil and seed | \$ 68,079.00 |
| SECTION 2 | To clear cut all, haul wood, haul chips, grind stumps grade, topsoil and seed | \$ 85,197.00 |
| SECTION 3 | To remove downed and dangerous trees, trim broken limbs out of saveable trees, haul wood, haul chips, grind stumps, topsoil and seed | \$159,068.00 |
| SECTION 3a | To remove any trees and limbs that hit structures (bldgs., bridges, playground equip., picnic tables, etc.) that would relate to insurance qualifications, haul chips, haul wood, topsoil and seed | \$109,135.00 |

NOTE – ANY ADDITIONAL WORK REQUIRED WILL BE BILLED AT TIME & MATERIAL UNLESS A REVISED BID IS REQUESTED

If any trees/shrubs are not accessible to our equipment or if soil conditions are not conducive to grinding (i.e. rocks, buried objects, etc.) we reserve the right to make a prorated adjustment in our billing based on our bid quotation

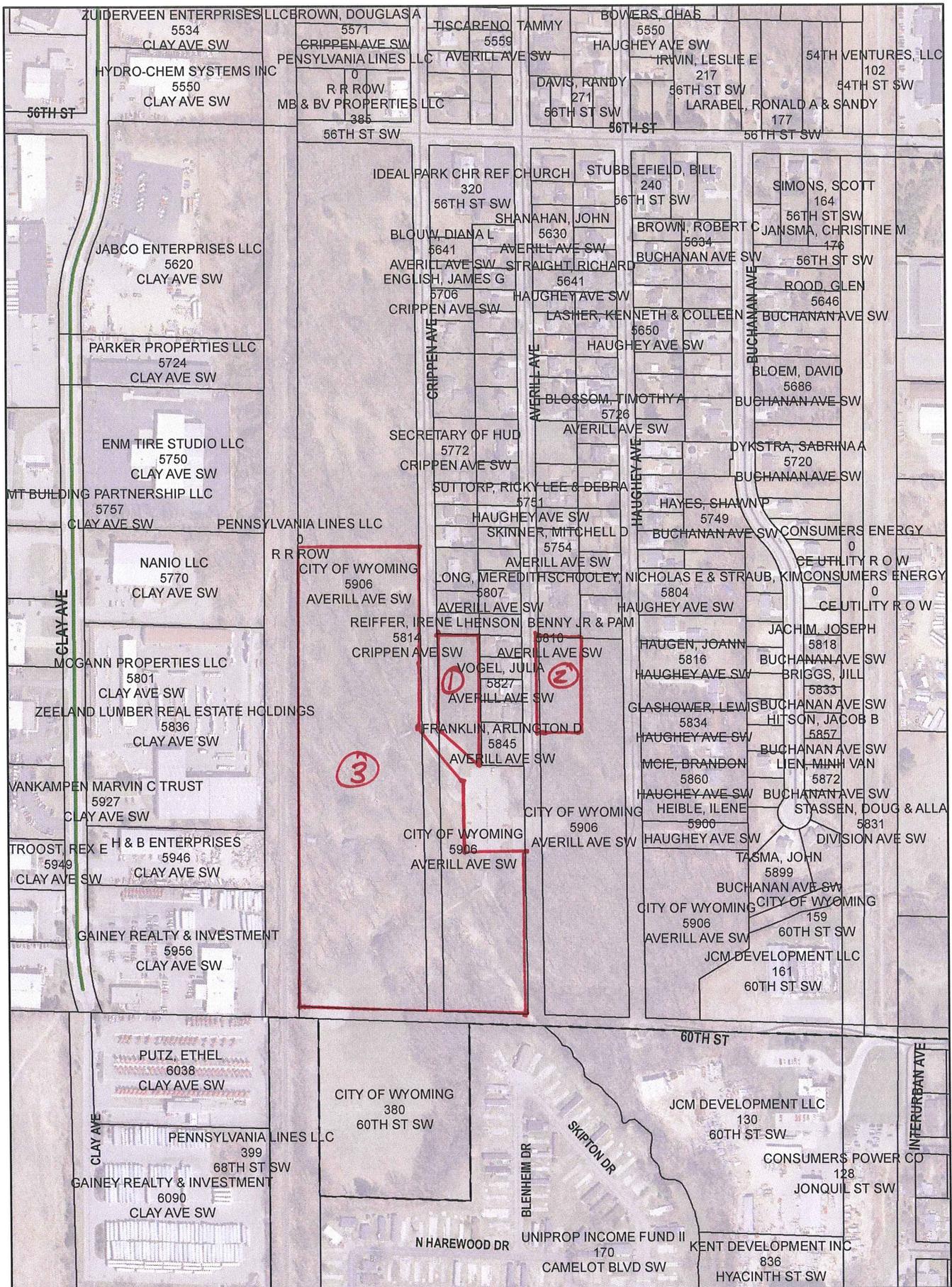
PLEASE SIGN BELOW AND RETURN

| AUTHORIZED BY | DATE | ARBORIST | DATE |
|---|------|---------------|--------|
| | | Larry Pfeifer | 8-7-14 |
| <small>TERMS: Net 30 days. A 1 -1/2% monthly finance charge will be added to account balances over 30 days.</small> | | | |

MAIN OFFICE: P.O. 151455 Grand Rapids< MI 49515-1455 Phone (616)364-4558 Fax (616-364-7616

① Clear cut all

② Clear cut - area total to be confirmed in field w/ Jeff Anderson.



③ Remove, stump, grade etc. all downed and dangerous trees w/in developed area.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A GRANT FROM THE MICHIGAN DEPARTMENT OF
COMMUNITY HEALTH AND AUTHORIZE FRANKLIN HOLWERDA COMPANY, INC.
TO REPLACE FOUR FLUORIDE PUMPS AT THE WATER TREATMENT PLANT

WHEREAS:

1. The State of Michigan highly recommends that Wyoming fluoridate its drinking water because of the health benefits it provides.
2. Four fluoride pumps at the Wyoming water treatment plant are in need of replacement.
3. Franklin Holwerda Company, Inc. has submitted a proposal to furnish and replace said pumps, including the required shelving and plumbing, for a cost of \$19,570.
4. Replacement of the four pumps will also require associated SCADA and electrical work in the amount of \$3,500.
5. The Michigan Department of Public Health has awarded Wyoming a grant in the amount of \$23,070 to finance the replacement of the four fluoride pumps.
6. A budget amendment is necessary to set up the required revenue and expense accounts.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby accepts a grant from The Michigan Department of Public Health in the amount of \$23,070 for the replacement of four fluoride pumps at the water treatment plant.
2. The City Council hereby authorizes Franklin Holwerda Company, Inc. to furnish and replace four fluoride pumps at the water treatment plant for the amount of \$19,570.
3. The City Council hereby approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 2, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
MDCH Grant

Resolution No. _____

STAFF REPORT

Date: August 25, 2014
Subject: Replacement of Fluoride Pumps at the Water Treatment Plant
From: William D. Dooley, Director of Public Works
Meeting Date: September 2, 2014

Recommendation:

It is recommended that the City Council accept a grant from The Michigan Department of Public Health in the amount of \$23,070 for the replacement of four fluoride pumps at the water treatment plant and authorize Franklin Holwerda Company, Inc. to furnish and replace the pumps for the amount of \$19,570.

Sustainability Criteria:

Environmental Quality: The replacement of four fluoride pumps at the water treatment plant will not have a negative impact on the environment.

Social Equity: Replacing the fluoride pumps allows Wyoming to continue providing a recommended health benefit to all of its residents and customers regardless of socioeconomic condition.

Economic Strength: Accepting the MDCH grant and replacing the four fluoride pumps will allow Wyoming to reduce its operating and maintenance expense at no additional cost.

Discussion:

Wyoming applied for and was awarded a \$23,070 MDCH grant for replacing four fluoride pumps at the water treatment plant. As part of the application process, Wyoming requested and received a \$19,570 proposal from Franklin Holwerda Company, Inc. for the necessary mechanical contracting work. Wyoming also requested and received a \$3,000 proposal from Tetra Tech for the necessary SCADA system programming changes. Wyoming will perform and be reimbursed for \$500 worth of associated electrical work. This is a great opportunity to replace four pumps, which are in need of replacement at no cost to Wyoming.

Budget Impact:

There will be no net cost to Wyoming.

STATE OF MICHIGAN

PAGE : 1

FORM DMB-287
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER
NUMBER 391N4303123

REQUESTING DEPARTMENT OR AGENCY : CONTRACTS
 MICHIGAN DEPT. OF COMMUNITY HEALTH
 PURCHASE OF CONTRACTUAL SERVICES
 CONTRACT MANAGEMENT SECTION
 320 S. WALNUT
 LANSING MI 48913

| | | | | |
|---------------------------|-------------------|--------------|-------------|------------|
| CONTACT: CONTRACT MANAGEM | DELIVERY REQUIRED | AGENCY REF # | REQ NO. | ORDER DATE |
| 517 241-3770 EXT: | 08/14/14 | 39113100 | 391N4303123 | 08/14/14 |

CITY OF WYOMING
 CITY TREASURER
 1155 28TH ST
 WYOMING MI 49508

CASH DISCOUNT : NET 30 DAYS
 DELIVERY REQUIRED :
 FREIGHT CARRIER :
 F.O.B. : NOT APPLICABLE

VENDOR PHONE : -

SHIP TO:

BILL TO:
 MICHIGAN DEPT OF COMMUNITY HEALTH
 OPERATIONS ADMINISTRATION
 EXPENDITURE OPERATION SECTION
 PO BOX 30720
 LANSING MI 48909-8220

| ITEM | COMMODITY ID | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|------|--------------|----------|------|-------------|-------------|
| 1 | 946-62 | 1.00 | LO | 23,070.0000 | 23,070.00 |

COMMODITY NAME/SPECIFICATIONS

GRANT AWARD

20143895 S. MARTIN - CONTRACT ADMINISTRATOR - LUCIE TAYLOR

TERM: 8/1/2014 THROUGH 9/30/14
 PROVIDE FUNDING FOR THE PURCHASE, INSTALLATION AND ENGINEERING COSTS
 OF FLUORIDATION EQUIPMENT FOR THE PURPOSE OF COMMUNITY WATER
 FLUORIDATION.
 PER ATTACHED STATEMENT OF WORK AND PERFORMANCE/PROGRESS REPORT
 REQUIREMENTS

PAYMENT METHOD: INVOICE

TO RECEIVE PAYMENT THE GRANTEE MUST SUBMIT, VIA E-MAIL THE INVOICE TO
THE FOLLOWING:

1. MDCH PROGRAM MANAGER: SUSAN DEMING DEMINGS@MICHIGAN.GOV
 2. DCH ACCOUNTING: INVOICEMDCH@MICHIGAN.GOV
- (THIS SECTION REPLACES #2 OF THE PURCHASE ORDER INSTRUCTIONS AND
CONDITIONS).

GRANTEE CONTACT: ROBERT VENEKLASEN PH: 616-399-6511
 EMAIL: VENEKLASENR@WYOMINGMI.ORG

STATE OF MICHIGAN

PAGE : 2

FORM DMB-287
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER
NUMBER 391N4303123

| ITEM | COMMODITY ID | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|-------------------------------|--------------|----------|------|------------|-------------|
| COMMODITY NAME/SPECIFICATIONS | | | | | |

DUNS #079283982

GRAND TOTAL

23,070.00

ADDITIONAL REQUIREMENTS :

AUTHORITY: ACT 431 OF 1984. RESPONSE: REQUIRED. PENALTY: FAILURE TO DELIVER MAY RESULT IN CANCELLATION OF ORDER OR CONTRACT.

Shirley March

 AUTHORIZED SIGNATURE

PURCHASE ORDER INSTRUCTIONS AND CONDITIONS

1. THE STATE OF MICHIGAN IS EXEMPT FROM FEDERAL EXCISE TAX, STATE AND LOCAL SALES TAX, AND USE TAX, AND SUCH TAXES SHALL NOT BE INCLUDED IN THE INVOICE. SALES TO THE STATE OF MICHIGAN ARE NOT EXEMPT FROM THE ENVIRONMENTAL PROTECTION REGULATORY FEE IMPOSED PURSUANT TO SECTION 8 OF ACT 152 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1989.
2. SUBMIT TWO COPIES OF YOUR INVOICE TO THE "BILL TO" ADDRESS AS SHOWN. INVOICE MUST HAVE EITHER COMPANY NAME IMPRINTED OR A SIGNATURE. INVOICE MUST BE SUFFICIENT DETAIL FOR COMPARISON WITH THIS ORDER.
3. SUBMIT SEPARATE INVOICE FOR EACH SHIPMENT AND/OR ORDER PROMPTLY UPON SHIPMENT.
4. THE PURCHASE ORDER NUMBER MUST BE PLAINLY NOTED ON EACH INVOICE, ON ALL PACKAGES AND SHIPPING TAGS, AND ON ALL CORRESPONDENCE PERTAINING TO THIS ORDER.
5. PACKING LIST MUST BE INCLUDED WITH EACH SHIPMENT.
6. QUESTIONS REGARDING PAYMENT OF THIS ORDER SHOULD BE DIRECTED TO THE PURCHASE ORDER "BILL TO" ADDRESS.
7. ALL CORRESPONDENCE OTHER THAN THAT REGARDING PAYMENT OF INVOICE RELATING TO THIS ORDER IS TO BE DIRECTED TO THE BUYER.
8. THIS ORDER IS A CONFIRMATION OF YOUR RECENT QUOTATION.
9. CANCELLATION OF CONTRACT (A) THE STATE MAY CANCEL THE CONTRACT FOR DEFAULT OF THE CONTRACTOR. DEFAULT IS DEFINED AS THE FAILURE OF THE CONTRACTOR TO FULFILL THE OBLIGATIONS OF THE QUOTATION OR CONTRACT. IN CASE OF DEFAULT BY THE CONTRACTOR, THE STATE MAY IMMEDIATELY AND/OR UPON 30 DAYS PRIOR WRITTEN NOTICE TO THE CONTRACTOR CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES, AND PROCURE THE PRODUCTS AND/OR SERVICES FROM OTHER SOURCES, AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COSTS OCCASIONED THEREBY;

(B) THE STATE MAY CANCEL THE CONTRACT IN THE EVENT THE STATE NO LONGER NEEDS THE SERVICES OR PRODUCTS SPECIFIED IN THE CONTRACT, OR IN THE EVENT PROGRAM CHANGES, CHANGES IN LAWS, RULES OR REGULATIONS, OR RELOCATION OF OFFICES OCCUR, OR IF PRICES FOR ADDITIONAL SERVICES REQUESTED BY THE STATE ARE NOT ACCPETABLE TO THE STATE. THE STATE MAY CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE; ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES BY GIVING THE CONTRACTOR WIRTTEN NOTICE OF SUCH CANCELLATION 30 DAYS PRIOR TO THE DATE OF CANCELLATION; (C) THE STATE MAY CANCEL THE CONTRACT FOR LACK OF FUNDING. THE CONTRACTOR ACKNOWLEDGES THAT, IF THIS CONTRACT EXTENDS FOR SEVERAL FISCAL YEARS, CONTINUATION OF THIS CONTRACT IS SUBJECT TO APPROPRIATION OF FUNDS FOR THIS PROJECT. IF FUNDS TO ENABLE THE STATE TO EFFECT CONTINUED PAYMENT UNDER THIS CONTRACT ARE NOT APPROPRIATED OR OTHERWISE MADE AVAILABLE, THE STATE SHALL HAVE THE RIGHT TO TERMINATE THIS CONTRACT WITHOUT PENALTY AT THE END OF THE LAST PERIOD FOR WHICH FUNDS HAVE BEEN APPROPRIATED OR OTHERWISE MADE AVAILABLE BY GIVING WRITTEN NOTICE OF TERMINATION TO THE CONTRACTOR. THE STATE SHALL GIVE THE CONTRACTOR WRITTEN NOTICE OF SUCH NON-APPROPRIATION WITHIN 30 DAYS AFTER IT RECEIVES NOTICE OF SUCH NON-APPROPRIATION; (D) THE STATE MAY IMMEDIATELY CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES IF THE CONTRACTOR, AN OFFICER OF THE CONTRACTOR, OR AN OWNER OF 25% OR GREATER SHARE OF THE CONTRACTOR, IS CONVICTED OF A CRIMINAL OFFENSE INCIDENT TO THE APPLICATION FOR OR PERFORMANCE OF A STATE, PUBLIC OR PRIVATE CONTRACT OR SUBCONTRACT; OR CONVICTED OF A CRIMINAL OFFENSE INCLUDING BUT NOT LIMITED TO ANY OF THE FOLLOWING: EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY, ATTEMPTING TO INFLUENCE A PUBLIC EMPLOYEE TO BREACH TO ETHICAL CONDUCT STANDARDS FOR STATE OF MICHIGAN EMPLOYEES; CONVICTED UNDER STATE OR FEDERAL ANTITRUST STATUTES; OR CONVICTED OF ANY OTHER CRIMINAL OFFENSE WHICH IN THE SOLE DISCRETION OF THE STATE, REFLECTS ON THE CONTRACTOR'S BUSINESS INTEGRITY; (E) THE STATE MAY IMMEDIATELY CANCEL THE CONTRACT IN WHOLE OR IN PART BY GIVING NOTICE OF TERMINATION TO THE CONTRACTOR IF ANY FINAL ADMINISTRATIVE OR JUDICIAL DECISION OR ADJUDICATION DISAPPROVES A PREVIOUSLY APPROVED REQUEST FOR PURCHASE OF PERSONAL SERVICES PURSUANT TO CONSTITUTION 1963, ARTICLE 11, SECTION 5, AND CIVIL SERVICE RULE 4-6; (F) THE STATE MAY, WITH 30 DAYS WRITTEN NOTICE TO THE CONTRACTOR, CANCEL THE CONTRACT IN THE EVENT PRICES PROPOSED FOR CONTRACT MODIFICATION/ EXTENSION ARE UNACCEPTABLE TO THE STATE.

10. ALL GOODS ARE SUBJECT TO INSPECTION AND TESTING. IN THE EVENT GOODS ARE DEFECTIVE IN MATERIAL OR WORKMANSHIP, OR OTHERWISE FAIL TO MEET THE REQUIREMENTS OF THE PURCHASE ORDER, THE STATE SHALL HAVE THE RIGHT TO REJECT THE GOODS OR RETAIN THE GOODS AND CORRECT THE DEFECTS. THE CONTRACTOR SHALL PAY THE STATE FOR EXPENSES INCURRED IN CORRECTING DEFECTS. REJECTED GOODS WILL BE HELD FOR 45 DAYS AFTER DELIVERY. THE CONTRACTOR MUST ARRANGE FOR THE RETURN OF SAID GOODS, INCLUDING PAYING FOR HANDLING, PACKING, AND TRANSPORTATION COSTS. THE STATE HAS THE AUTHORITY TO DISPOSE OF THE GOODS WITHOUT FURTHER LIABILITY TO THE STATE IN THE EVENT THE CONTRACTOR FAILS TO MAKE SUCH ARRANGEMENTS WITHIN THE SPECIFIED TIME PERIOD.

FORM DMB-287
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER
NUMBER 391N4303123

11. IN THE PERFORMANCE OF ANY CONTRACT OR PURCHASE ORDER RESULTING HEREFROM, THE VENDOR AGREES NOT TO DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT, WITH RESPECT TO THEIR HIRE, TENURE, TERMS, CONDITIONS OR PRIVILEGES OF EMPLOYMENT, OR ANY MATTER DIRECTLY OR INDIRECTLY RELATED TO EMPLOYMENT, BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, SEX, HEIGHT, WEIGHT, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP OR DISABILITY. THE VENDOR FURTHER AGREES THAT EVERY SUBCONTRACT ENTERED INTO FOR THE PERFORMANCE OF ANY CONTRACT OR PURCHASE ORDER RESULTING HEREFROM WILL CONTAIN A PROVISION REQUIRING NON-DISCRIMINATION IN EMPLOYMENT, AS HEREIN SPECIFIED, BINDING UPON EACH SUBCONTRACTOR. THIS COVENANT IS REQUIRED PURSUANT TO THE ELLIOTT LARSEN CIVIL RIGHTS ACT, 1976 PUBLIC ACT 453, AS AMENDED, MCL 37.1101, ET SEQ, AND ANY BREACH THEREOF MAY BE REGARDED AS A MATERIAL BREACH OF THE CONTRACT OR PURCHASE ORDER.
12. ALL CONTRACTS OR PURCHASE ORDERS ISSUED SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN. ANY DISPUTE ARISING HEREIN SHALL BE RESOLVED IN THE STATE OF MICHIGAN.
13. FOR AND IN CONSIDERATION OF THE OPPORTUNITY TO DO BUSINESS WITH THE STATE OF MICHIGAN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE VENDOR HEREBY ASSIGNS, SELLS AND TRANSFERS TO THE STATE OF MICHIGAN ALL RIGHTS, TITLE AND INTEREST IN AND TO ALL CAUSES OF ACTION IT MAY HAVE UNDER THE ANTI-TRUST LAWS OF THE UNITED STATES OR THIS STATE FOR PRICE FIXING, WHICH CAUSES OF ACTION HAVE ACCRUED PRIOR TO THE DATE OF PAYMENT AND WHICH RELATE SOLELY TO THE PARTICULAR GOODS, COMMODITIES, OR SERVICES PURCHASED OR PROCURED BY THIS STATE PURSUANT TO THIS TRANSACTION.
14. PURSUANT TO ACT 278 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1980, THE STATE SHALL NOT AWARD A CONTRACT OR A SUBCONTRACT TO AN EMPLOYER WHO HAS BEEN SITED BY THE NATIONAL LABOR RELATIONS BOARD FAILING TO CORRECT AN UNFAIR LABOR PRACTICE COMPILED PURSUANT TO SECTION 2 OF THE ACT. A CONTRACTOR OF THE STATE, IN RELATION TO THAT CONTRACT SHALL NOT ENTER INTO A CONTRACT WITH A SUBCONTRACTOR MANUFACTURER, OR SUPPLIER WHO IS SIMILARLY SITED. THE STATE MAY VOID A CONTRACT IF, SUBSEQUENT TO AWARD OF THE CONTRACT THE CONTRACTOR AS AN EMPLOYER, OR SUBCONTRACTOR, MANUFACTURER, OR SUPPLIER OF THE CONTRACTOR IS IDENTIFIED BY DELEG BUREAU OF EMPLOYMENT RELATIONS/MERC AS FAILING TO COMPLY WITH THIS ACT.
15. PUBLIC ACT 533 OF 2004 REQUIRES THAT PAYMENTS UNDER THIS CONTRACT BE PROCESSED BY ELECTRONIC FUNDS TRANSFER (EFT). CONTRACTOR IS REQUIRED TO REGISTER TO RECEIVE PAYMENTS BY EFT AT THE CONTRACT & PAYMENT EXPRESS WEBSITE (WWW.CPEXPRESS.STATE.MI.US).
16. PUBLIC ACT 279 OF 1984 STATES THAT THE STATE SHALL TAKE ALL STEPS NECESSARY TO ASSURE THAT PAYMENT FOR GOODS OR SERVICES, IS MAILED WITHIN 45 DAYS AFTER RECEIPT OF THE GOODS OR SERVICES, A COMPLETE INVOICE FOR GOODS OR SERVICES, OR A COMPLETE CONTRACT FOR GOODS OR SERVICES, WHICHEVER IS LATER.
17. PURSUANT TO MCL 18.1470, THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET (DTMB) OR ITS DESIGNEE MAY AUDIT THE VENDOR TO VERIFY COMPLIANCE WITH THE PURCHASE ORDER. THE FINANCIAL AND ACCOUNTING RECORDS ASSOCIATED WITH THE PURCHASE ORDER SHALL BE MADE AVAILABLE

STATE OF MICHIGAN

FORM DMB-287
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER
NUMBER 391N4303123

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TO DTMB OR ITS DESIGNEE AND THE AUDITOR GENERAL, UPON REQUEST,
DURING THE TERM OF THE PURCHASE ORDER AND ANY EXTENSION OF THE
PURCHASE ORDER AND FOR 3 YEARS AFTER THE LATER OF THE EXPIRATION
DATE OR FINAL PAYMENT UNDER THE PURCHASE ORDER.

ACCOUNTING INFORMATION :

| SX | AGY | Y | INDEX | PCA | COBJ | AOBJ | GRANT | PH | PROJ | PH | AG1 | AG2 | AG3 | TOTAL |
|----|-----|---|-------|-------|------|------|-------|----|------|----|-----|-----|-----|----------|
| 03 | 391 | 4 | 19346 | 84588 | | 7747 | | | | | | | | 23070.00 |

PENALTY: FAILURE TO DELIVER MAY RESULT IN CANCELLATION OF ORDER OR CONTRACT

--- END OF DOCUMENT ---

Fluoridation Equipment 2014

PURCHASE ORDERS SPECIFICATIONS OF WORK

The Contractor Responsibilities :

- A. Shall act as fiscal intermediary for the installation of new or replacement fluoridation equipment to initiate or maintain a fluoridation program for their community water system.
- B. Specific reimbursement funds shall be negotiated between the Contractor and the Michigan Department of Community Health (MDCH) as outlined in the Request for Proposal (RFP).
 - (1). Reimbursement will be based on the purchase of fluoridation equipment, installation, engineering, and other costs associated with initiating or maintaining community water fluoridation program.
 - (2). Reimbursement is dispensed upon receipt of invoices by Sept 15, 2014 and a Progress Report is due within 6 months of date of invoice submission as to final status of fluoridation equipment installation and operation.
 - (3). Contract amounts may be decreased based on invoices submitted.
 - (4). Contract amounts may be increased based on performance and available funds. Increases will only be awarded based on an amended agreement with Michigan Department of Community Health.
 - (5). Reimbursement payments will be submitted to the grant recipient fiduciary on a contractual basis through the State of Michigan Electronic Funds Transfer after receipt of invoices to the Michigan Department of Community Health- Oral Health Program between August 1, 2014 and September 15, 2014. Invoices must be received at MDCH by September 15, 2014.
- C. Fluoridation of community water system must be installed and in operation six months from date of invoice submission per RFP. A Progress Report is due within 6 months of invoice submission as to final status of fluoridation equipment installation and operation.

PERFORMANCE/PROGRESS REPORT REQUIREMENTS

1. Submission of all invoices to MDCH by September 15, 2014.
2. A Progress Report is due within 6 months of invoice submission as per RFP as to final status of fluoridation equipment installation and operation.
3. Invoices and reports shall be submitted to: demings@michigan.gov or mail to:

Susan Deming, RDH, Education/Fluoridation Coordinator
MDCH- Oral Health Program
P.O. Box 30195
Lansing, MI 48909
5. The Program Manager shall evaluate the invoices submitted for completeness and adequacy before requesting funds transfer from Accounting. Funds will only be distributed upon receipt of invoices.
6. The Contractor shall permit the Oral Health Department of MDCH or it's designee to a site visit, if requested, to make an evaluation of the project as determined by the Program Manager.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM MICHIGAN CAT FOR
ANTI-FREEZE FOR TWO STANDBY GENERATORS

WHEREAS:

1. As detailed in the attached Staff Report from the Clean Water Plant Maintenance Supervisor, additional anti-freeze is needed to complete the preventative maintenance on two generators located at the Clean Water Plant.
2. It is recommended the City Council accept the quote received from Michigan CAT for antifreeze for two standby generators in the amount of \$10,696.00
3. Funds are available in the Clean Water Plant Maintenance and Repair Account #590-590-54300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Michigan CAT for anti-freeze for two standby generators in the amount of \$10,696.00.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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 September 2, 2014.

ATTACHMENTS:
Staff Report
Quote

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: August 26, 2014

Subject: Purchase of Additional Anti-Freeze for Preventive Maintenance on Two Standby Generators

From: Tom Wilson, Clean Water Plant Maintenance Supervisor

Date of Meeting: September 2, 2014

Recommendation

It is recommended that the City Council award the quotes from Michigan CAT for additional anti-freeze to complete their preventive maintenance work on the Clean Water Plant's two standby generators at a total additional cost of \$10,696.00 which includes both labor and additional anti-freeze.

Sustainability Criteria:

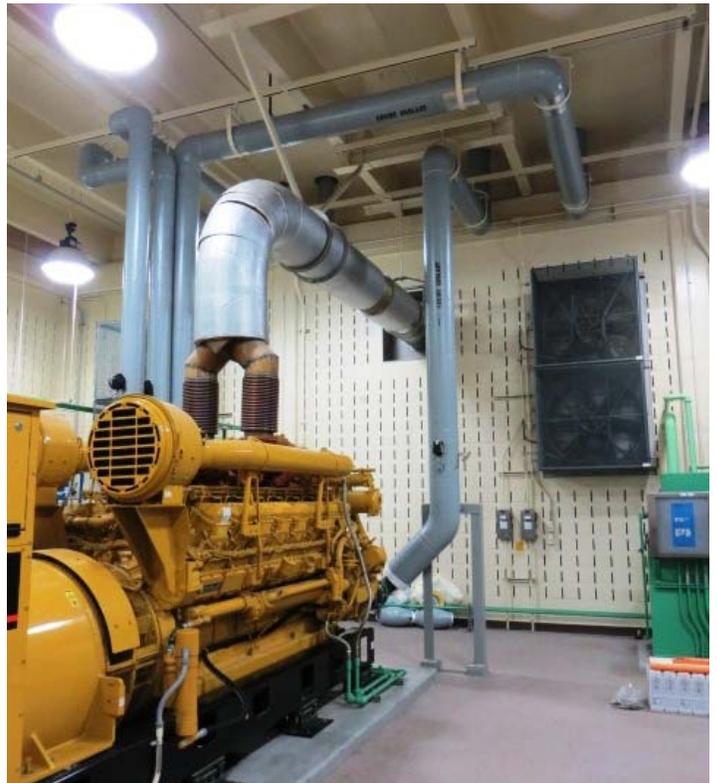
Environmental Quality – The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. As part of our efforts to continue making a positive impact on the environment, it is necessary that our infrastructure and the equipment that keeps it running are maintained in a safe, reliable, and optimal working condition.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. All of Wyoming's residents enjoy equal access to the benefits of our state-of-the-art wastewater and drinking water treatment technologies.

Economic Strength – Regular and proper upkeep of city equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day to day operations of the Plant.

Discussion:

On July 7, 2014, via Resolution #24862, City Council authorized two quotes from Michigan CAT to perform preventive maintenance (PM) on two 2 megawatt Michigan CAT generators located at the Clean Water Plant. One of the requirements of the preventive maintenance was to change out the anti-freeze of both generators. The original quote from Michigan CAT included three (3) drums, or 165 gallons, of anti-freeze per generator. However, upon further investigation,





once the mechanic was on site and drained one of the two generators, he found that the 3 drum estimate per generator was a low estimate. In an effort to get one generator back into a state of readiness in case of a power outage, it was necessary to refill one generator with 11 drums, or 605 gallons, of anti-freeze. The reason for the inaccuracy in their original estimate was that Michigan CAT did not know for sure how many gallons the radiator and the piping to the generator held. That information was not included in

their original installation information, and it was also not included in the Plant's O&M manual. As a result of the low anti-freeze estimate in the original quote, it was necessary for us to procure additional quotes from Michigan CAT in order to complete the PM on the second standby generator.

We checked with the City's Motor Pool department and found that we could purchase anti-freeze through their supplier at a slight savings, however, we would then be responsible for disposal of the used anti-freeze, a cost which is included in Michigan CAT's quote.

Budget Impact:

Based on the information presented, it is recommended that the City Council accept the additional quotes received from Michigan CAT to purchase and install the additional anti-freeze needed to complete the preventive maintenance on the stand-by generators at the Clean Water Plant in the amount of \$10,696.00. Adequate funds are available in the Clean Water Plant Maintenance and Repair Account #590-590-54300-930000.



Quotation#: 82431
CSA Quote

Bill to:
City of Wyoming

Ship to:
City of Wyoming

Wyoming, Michigan 49509

Wyoming, Michigan 49509

General Information

Contact name: Tom Wilson
Unit number: #1
Model: 3516 IND
Effective date: 2014-05-28
Meter:

Phone number: 616-813-2136
Manufacturer: CATERPILLAR
Serial number: 0ZAP00547
Expiration date: 2014-08-28

| Description | Unit Price | Quantity | Ext Price |
|--------------------------------|------------|------------------|-------------------|
| Travel and mileage for 2 trips | \$120.00 | 2 | \$240.00 |
| Coolant | | | \$5,120.88 |
| Labor Added labor for coolant | \$500.00 | 1 | \$500.00 |
| | | Sub-total | \$5,860.88 |
| | | Discount | \$512.88 |
| | | Total | \$5,348.00 |

*NOTE: TAX AND FREIGHT CHARGES ARE ADDITIONAL TO PRICES LISTED ABOVE.

This is a quote for the added coolant and labor for the
Thanks
Mark Meeuwenberg

Submitted by: Mark L. Meeuwenberg
Cell: 616-450-1385
Email: Mark.Meeuwenberg@michigancat.com

Customer Signature: _____



Quotation#: 82432
CSA Quote

Bill to:
City of Wyoming

Ship to:
City of Wyoming

Wyoming, Michigan 49509

Wyoming, Michigan 49509

General Information

Contact name: Tom Wilson
Unit number: #1
Model: 3516 IND
Effective date: 2014-05-28
Meter:

Phone number: 616-813-2136
Manufacturer: CATERPILLAR
Serial number: 0ZAP00545
Expiration date: 2014-08-28

| Description | Unit Price | Quantity | Ext Price |
|---|------------|-----------|------------|
| Travel and mileage for 2 trips | \$120.00 | 2 | \$240.00 |
| Coolant | | | \$5,120.88 |
| This is a only an estimate of the coolant will NOT know how much until we drain the system. | | | |
| Labor Added labor for coolant | \$500.00 | 1 | \$500.00 |
| | | Sub-total | \$5,860.88 |
| | | Discount | \$512.88 |
| | | Total | \$5,348.00 |

*NOTE: TAX AND FREIGHT CHARGES ARE ADDITIONAL TO PRICES LISTED ABOVE.

This is a quote for the added coolant and labor for the
Thanks
Mark Meeuwenberg

Submitted by: Mark L Meeuwenberg
Cell: 616-450-1385
Email: Mark.Meeuwenberg@michigancat.com

Customer Signature: _____

ORDINANCE NO. 18-14

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE
OF THE CITY OF WYOMING BY ADDING
SUBSECTION (97) 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 (97) thereto, to read as follows:

(97) To rezone 15 acres located at the northeast corner of Clyde Park Avenue and 60th Street from B-2 General Business to I-1 Light Industrial

LEGAL DESCRIPTION:

Part of the Southwest ¼, Section 36, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Beginning at the Southwest corner of Section 36; thence North 165 feet along the West line of said Southwest ¼; thence East 150 feet; thence North 240 feet; thence West 150 feet; thence North 258 feet; thence East 1071 feet; thence South 663 feet; thence West 1071 feet to the Place of Beginning.

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

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the _____ day of _____, 2014.

Heidi A. Isakson, Wyoming City Clerk



July 22, 2014

Ms. Heidi A. Isakson
City Clerk
Wyoming, MI

Subject: Request to rezone 15 acres located at the northeast corner of Clyde Park Avenue and 60th Street from B-2 General Business to I-1 Light Industrial.

Recommendation: To approve the proposed rezoning.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on July 15, 2014. A motion was made by Weller, supported by Postema, to recommend to City Council approval of the subject rezoning, excluding the two properties at 5940 and 5950 Clyde Park Avenue. After discussion the motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information:

Huizenga Properties desires to purchase the vacant property at 5920 Clyde Park Avenue to develop Allied Mechanical, an industrial mechanical manufacturing and distribution facility (see attached conceptual plan and cover letter). That use requires an industrial zoning to be permitted. The property owner, Adams Outdoor Advertising endorses the request.

The petitioner approached the four nearby property owners to the west and south to solicit their interest in rezoning their properties also. The owner to the south, B&K Holdings, has provided a written request to be included into the rezoning. Their property is developed as Michigan Truck & Equipment Sales, which is an industrial nonconforming use in this B-2 General Business district. Elite Training, the adjoining property to the west, is nearing building completion. That development obtained approval from the Planning Commission in June 2013. The building is a 47,700 sq. ft. open floor plan and high ceiling structure, which is more industrial in design than typically found in commercial developments. That athletic facility use is allowed by right in a B-2 General Business district, but would also be allowed by Special Use Approval in the I-1 Light Industrial district. The property owners are supportive of the rezoning as they are aware that they would continue as an allowed use and that the property may be more marketable if eventually put up for sale. The two rental residential properties on Clyde Park

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

Avenue combined total approximately one-half acre. They are nonconforming in any non-residentially zoned district. The potential redevelopment of these properties is limited by their size and depth. One possible option would be a small office building with parking to the side. An office use would be allowed by-right in both the B-2 General Business and I-1 Light Industrial district.

With the rezoning application for both the 5920 (Adams Outdoor) and 5988 (B&K Holdings) Clyde Park Avenue properties, the Development Review Team did not consider it appropriate to leave a remnant B-2 General Business zoned area surrounded by I-1 Light Industrial zoned properties. As such, the Elite Training and the two rental residences (5940 and 5950 Clyde Park Avenue) were included by the Planning Department into the rezoning. If during the process of considering the rezoning of the area it is determined to not be appropriate, any the five properties can be removed from the rezoning request.

The properties currently owned by Adams Outdoor and Elite Training, as well as the two rental residences were owned until recently by Gortsema Greenhouses, which operated until approximately 10 years ago. In 2001 they requested rezoning of these properties from I-1 Light Industrial to B-2 General Business to accommodate the potential redevelopment of the property with a large greenhouse retail building. The Gortsema Greenhouse facility was a nonconforming business use in an industrially zoned district. In addition, the adjoining Knights of Columbus facility was also zoned I-1 Light Industrial. That facility was a nonconforming assembly use that would be allowed in a B-2 General Business district. At that time commercial development in the 54th Street/U.S 131 corridor was high, with many national businesses considering the area. The City subsequently rezoned 32.5 acres from I-1 Light Industrial to B-2 General Business. Those properties included the five properties (comprising 15.5 acres) currently being considered for reversion back to I-1 Light Industrial zoning. All structures previously associated with Gortsema Greenhouses, with the exception of the two rental residences, have been demolished.

The City of Wyoming Land Use Plan 2020 (attached) recognizes the mix of commercial and industrial uses at the south end of Clyde Park Avenue. The Land Use Plan shows commercial use of the subject properties which is an extension of the current B-2 General Business zoning. However, it is evident that UPS has a large industrial presence across Clyde Park Avenue. Also, the residentially zoned properties located directly across Clyde Park Avenue from this rezoning request are master planned for industrial use. The subject rezoning also abuts Byron Township to the south. As shown on Byron Township's Future Land Use Plan (attached), all properties on both sides of Clyde Park Avenue from 60th Street to M-6 are planned for Industrial/ Research uses. The proposed rezoning of the subject properties to I-1 Light Industrial would be compatible with surrounding

land use recommendations for both the City of Wyoming and Byron Township.

Through the years, there has been commercial redevelopment interest in this area, but it has not manifested into official proposals. The farther properties are away from the 54th Street intersection with U.S. 131, the less attractive they are for commercial development.

Conformance with the City of Wyoming Sustainability Principals:

Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

The proposed rezoning to I-1 Light Industrial will allow this area of Clyde Park Avenue to continue its redevelopment. Economic growth, job creation and financial opportunities for the property owners are essential in supporting a stable and vibrant community. Placing properties into a more suitable zoning category enhances these opportunities. The proposed rezoning conforms to the City of Wyoming sustainability principals.

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

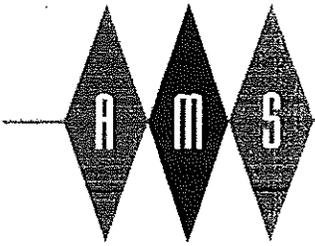
There were two public comments at the public hearing. The owner at 5940 Clyde Park Avenue stated that he and his neighbor at 5950 Clyde Park Avenue desired to not be rezoned over concerns with selling the nonconforming residences. The representative for Huizenga Properties stated their desire to build on the property and the necessity for the rezoning. A motion was made by Weller, supported by Goodheart, to recommend to the City Council approval of the subject rezoning, excluding the two properties at 5940 and 5950 Clyde Park Avenue. After discussion, the motion passed unanimously. The legal description for adoption of the rezoning excludes the two properties as recommended by the Planning Commission.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

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



ALLIED MECHANICAL SERVICES, INC.

PLUMBING - HEATING - AIR CONDITIONING - SHEET METAL - PROCESS PIPING

Maintaining an office, warehouse and land are of utmost importance to AMS and its family of companies. The manner in which our facilities are maintained is a reflection of our corporate culture. When you drive into our facility, the first thing you see is the building and the surrounding land, we value that first impression.

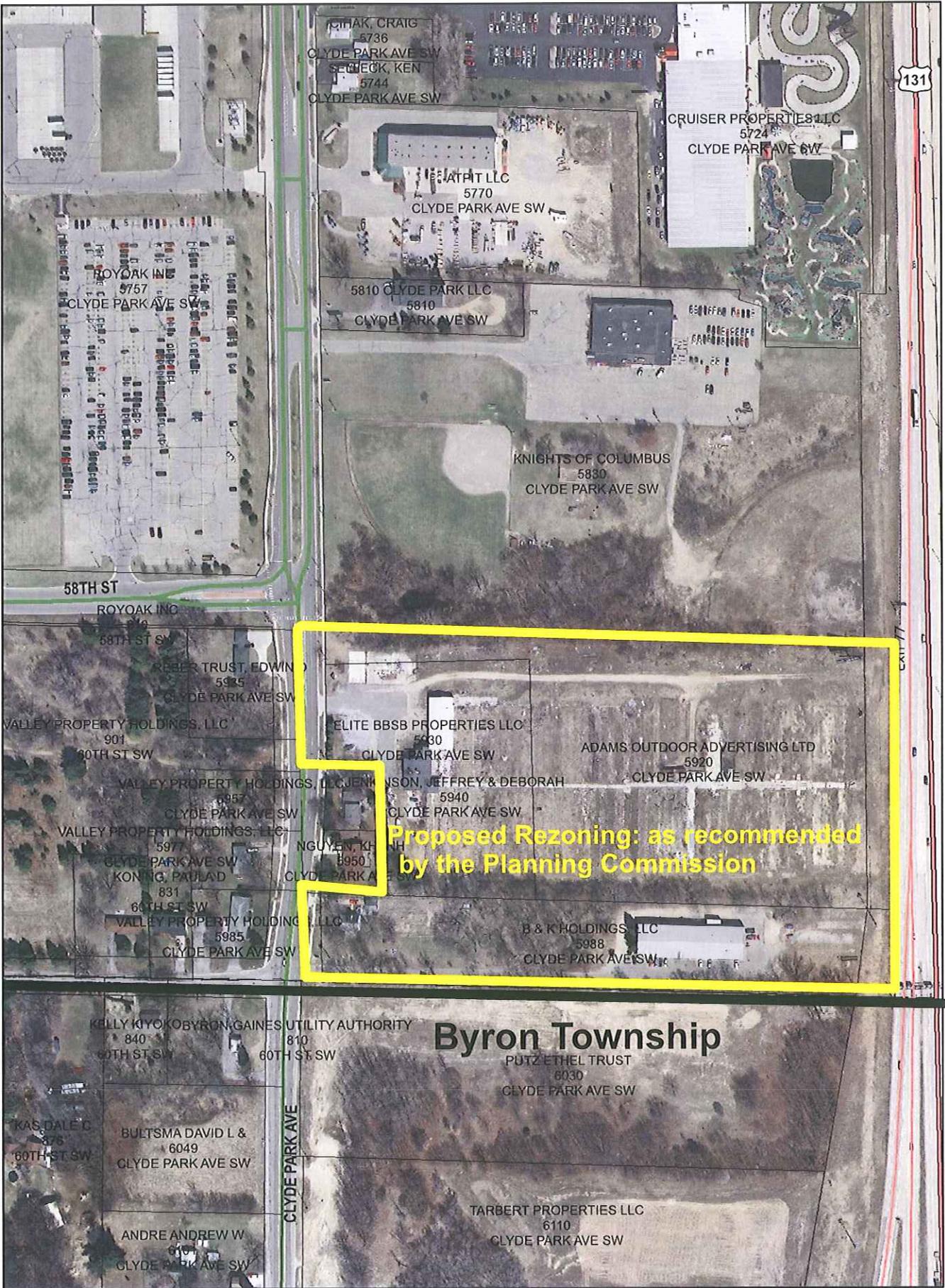
The goal for AMS is to have a first in class building in Wyoming that will meet our needs based on the growth the business continues to achieve. At the present time, AMS would plan on building a 15,000 - 20,000 square foot office/warehouse building. As you can see from the site plan we've included, we envision a future expansion of roughly 30,000 square feet. This piece of land would suffice for our needs today, but would allow for future growth of the business without the need to move to a different location. AMS and the family of companies perform a lot of work in the greater Grand Rapids area, surrounding areas and throughout Holland. This location located near the US-131 and M-6 interchange would allow us to serve our customers in an efficient way.

AMS commits to building a first class building on this parcel and maintaining it. AMS and the family of companies have been in business more than 25 years and are still aggressively growing today. The City of Wyoming would have a financially stable, vibrant and growing business that the City of Wyoming could count on being a valuable part of the community for many years.

We appreciate your consideration of Allied Mechanical Services for this parcel in the city of Wyoming.

Best regards,

John Huizinga



131

CIRIAK, CRAIG
5736
CLYDE PARK AVE SW
SECHECK, KEN
5744
CLYDE PARK AVE SW

CRUISER PROPERTIES LLC
5724
CLYDE PARK AVE SW

ROYOAK INC
5757
CLYDE PARK AVE SW

ATPT LLC
5770
CLYDE PARK AVE SW

5810 CLYDE PARK LLC
5810
CLYDE PARK AVE SW

KNIGHTS OF COLUMBUS
5830
CLYDE PARK AVE SW

58TH ST

ROYOAK INC

58TH ST SW

REBER TRUST, EDWIN
5935
CLYDE PARK AVE SW

VALLEY PROPERTY HOLDINGS, LLC
901
60TH ST SW

ELITE BBSB PROPERTIES LLC
5930
CLYDE PARK AVE SW

ADAMS OUTDOOR ADVERTISING LTD
5920
CLYDE PARK AVE SW

VALLEY PROPERTY HOLDINGS, LLC JENKINSON, JEFFREY & DEBORAH
5957
CLYDE PARK AVE SW

VALLEY PROPERTY HOLDINGS, LLC
5977
CLYDE PARK AVE SW

NGUYEN, KHANH
5950
CLYDE PARK AVE SW

**Proposed Rezoning: as recommended
by the Planning Commission**

KONIG, PAULA D
831
60TH ST SW

VALLEY PROPERTY HOLDING, LLC
5985
CLYDE PARK AVE SW

B & K HOLDINGS, LLC
5988
CLYDE PARK AVE SW

KELLY KIYOKO BYRON GAINES UTILITY AUTHORITY
840 810
60TH ST SW 60TH ST SW

Byron Township

PUTZ ETHEL TRUST
6030
CLYDE PARK AVE SW

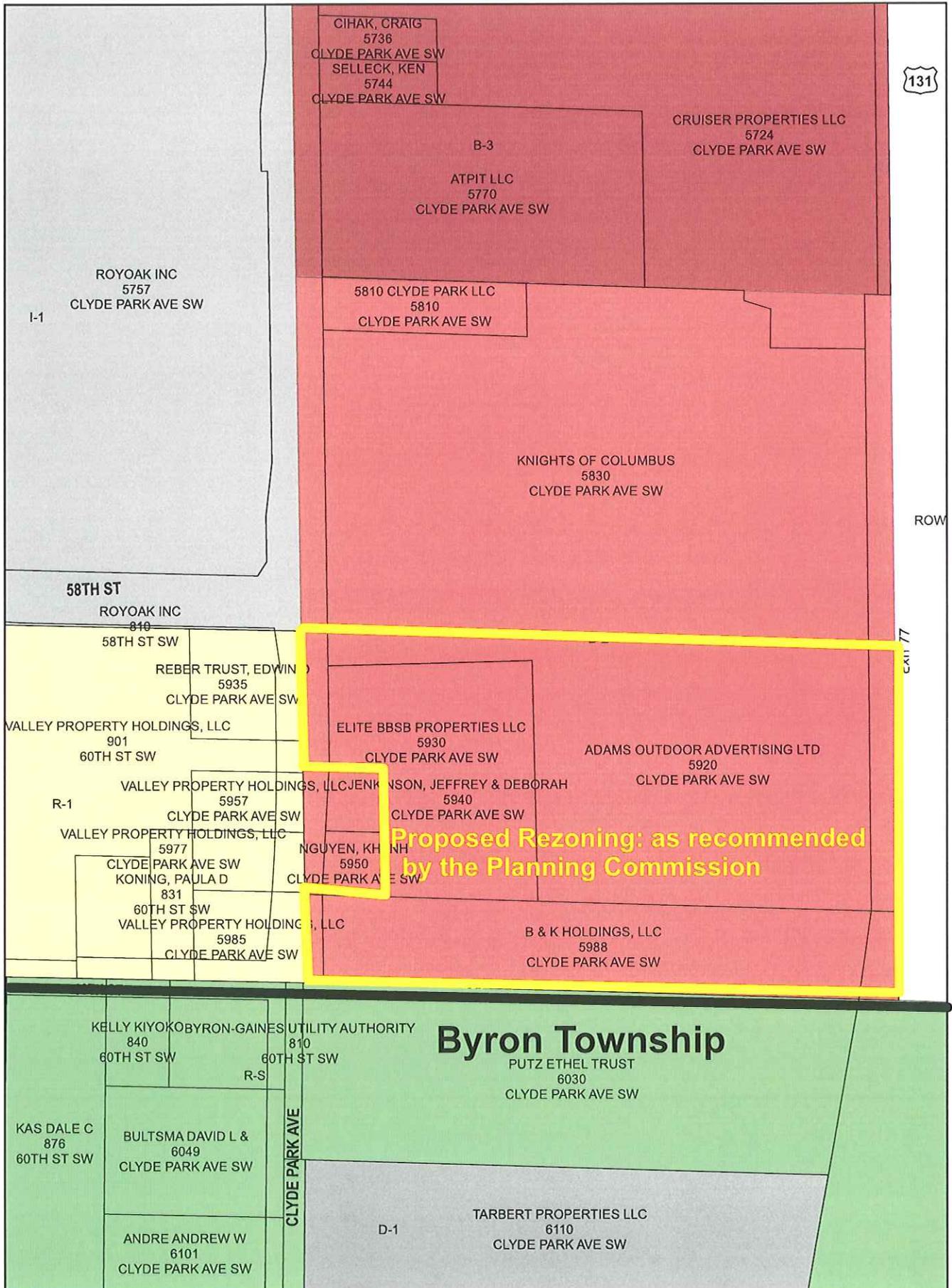
KAS DALE D
376
60TH ST SW

BULTSMA DAVID L &
6049
CLYDE PARK AVE SW

CLYDE PARK AVE

ANDRE ANDREW W
6101
CLYDE PARK AVE SW

TARBERT PROPERTIES LLC
6110
CLYDE PARK AVE SW



ROYOAK INC
5757
CLYDE PARK AVE SW
I-1

CIHAK, CRAIG
5736
CLYDE PARK AVE SW
SELLECK, KEN
5744
CLYDE PARK AVE SW

CRUISER PROPERTIES LLC
5724
CLYDE PARK AVE SW

B-3
ATPIT LLC
5770
CLYDE PARK AVE SW

5810 CLYDE PARK LLC
5810
CLYDE PARK AVE SW

KNIGHTS OF COLUMBUS
5830
CLYDE PARK AVE SW

58TH ST
ROYOAK INC
810

58TH ST SW
REBER TRUST, EDWIN
5935
CLYDE PARK AVE SW

VALLEY PROPERTY HOLDINGS, LLC
901
60TH ST SW

R-1
VALLEY PROPERTY HOLDINGS, LLC
5957
CLYDE PARK AVE SW

VALLEY PROPERTY HOLDINGS, LLC
5977
CLYDE PARK AVE SW

CLYDE PARK AVE SW
KONING, PAULA D
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60TH ST SW

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CLYDE PARK AVE SW

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CLYDE PARK AVE SW

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by the Planning Commission**

B & K HOLDINGS, LLC
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KELLY KIYOKO BYRON-GAINES
840
60TH ST SW

R-S
BULTSMA DAVID L &
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CLYDE PARK AVE SW

KAS DALE C
876
60TH ST SW

ANDRE ANDREW W
6101
CLYDE PARK AVE SW

CLYDE PARK AVE

Byron Township
PUTZ ETHEL TRUST
6030
CLYDE PARK AVE SW

D-1
TARBERT PROPERTIES LLC
6110
CLYDE PARK AVE SW



ROW

CA1177



North
1" = 100' SCALE

US-131

PROPOSED
BILLBOARD
EASEMENT

497'

30' REAR YARD SETBACK

PROPOSED
15,000 SFT
OFFICE &
WAREHOUSE

FUTURE FULL
BUILD-OUT 35,000
SFT (50,000 SFT
TOTAL) OFFICE
& WAREHOUSE

10'-50'
LOADING SPACE

1021'

ZONED B-2

634'

FUTURE
PARKING/PAVEMENT

ZONED B-2

PROPOSED SHARED
DRAINAGE
EASEMENT

447'

25' FRONT YARD SETBACK

EX. BUILDING

60th St SW

ZONED B-2

BUILDING/SITE
CURRENTLY UNDER
CONSTRUCTION

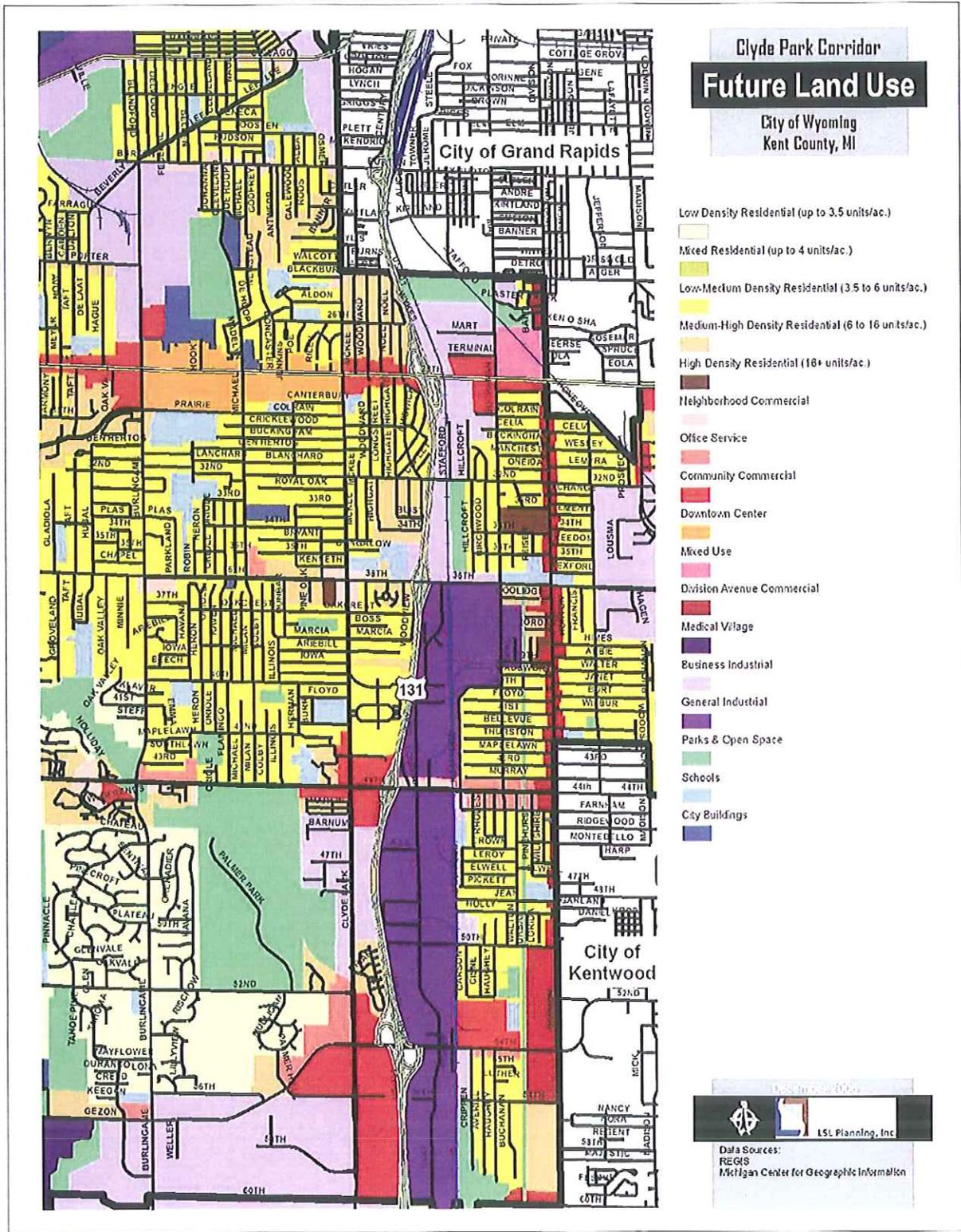
Clyde Park Ave.

Clyde Park Ave SW

ALLIED MECHANICAL SERVICES PRELIM. SITE PLAN FOR RE-ZONING APPROVAL

5920 CLYDE PARK AVE.

06/10/14

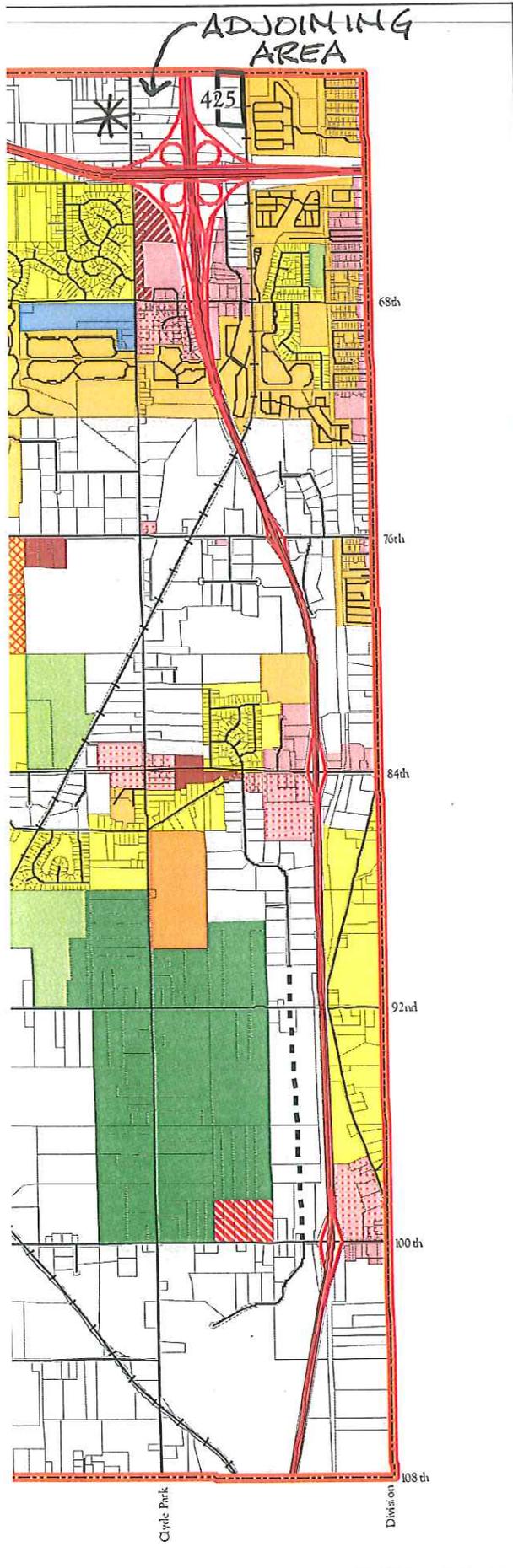


Byron Township

Kent County, Michigan

Future Land Use

Adopted: December 26, 2007



Future Roads

Future Land Use

R-AG, Rural Agricultural

SR, Suburban Residential

MFR, Multi-Family Residential

C, Commercial

VC, Village Center

OS, Office Service

IND, Industrial / Research

RC, Rural Conservation

PR, Public Recreation

MFR PUD, Multi-Family Residential PUD

C PUD, Commercial PUD

MFR/OS PUD, Multi-Family Residential / Office Service PUD

IND/OS PUD, Industrial / Office Service PUD

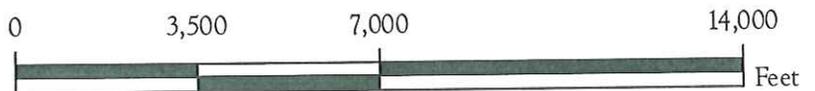
OS PUD, Office Service PUD

OS/C PUD, Office Service / Commercial PUD

SR/MFR PUD, Suburban / Multi-Family Residential PUD

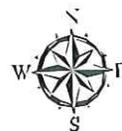
MU PUD, Mixed Use PUD

1 inch equals 3,500 feet



Williams & Works
engineers · planners · surveyors

616.224.1500 phone · 616.224.1501 fax/mails
549 Ottawa Avenue NW · Grand Rapids, MI 49503



REGIS
REGISTRATION SYSTEM
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ORDINANCE NO. 19-14

AN ORDINANCE TO AMEND SECTIONS 90-45(4) AND
SECTION 90-45(7) OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-45(4) of the Code of the City of Wyoming is hereby amended to read as follows:

(4). Only two accessory buildings, including garages, shall be permitted on any single family residential lot or parcel. For side-by-side duplexes, one accessory building per unit, excluding garages, shall be permitted; subject to approval by the city planner so that the same is compatible with the surrounding area. No accessory building shall be erected prior to the principal building.

Section 2. That Section 90-45(7) of the Code of the City of Wyoming is hereby amended to read as follows:

(7). An accessory building on a single-family and two-family residentially zoned or used property shall not exceed one story or 14 feet in height, except that detached accessory buildings 1,200 square feet or greater may not exceed 17 feet in height. Properties up to 22,000 square feet are permitted a total accessory building area of 1,000 square feet with no single building exceeding 768 square feet. Properties greater than 22,000 square feet and up to one acre, are permitted a total accessory building area of 1,200 square feet with no single building exceeding 900 square feet. Properties greater than one acre and up to two acres are permitted a total accessory building area of 1,600 square feet with no single building exceeding 1,200 square feet. For each additional whole acre, 200 square feet of building area shall be permitted up to a total accessory building area of 2,400 square feet with no single building being greater than 1,600 square feet. The total accessory building area shall include the square footage of attached garages. Detached accessory buildings shall be setback from side or rear property lines as follows:

| | |
|-------------------------|-----------------|
| Up to 768 square feet: | 3 feet minimum |
| Up to 900 square feet: | 10 feet minimum |
| Up to 1200 square feet: | 15 feet minimum |
| Up to 1600 square feet: | 20 feet minimum |

For other than single- and two-family residentially zoned or used property, accessory buildings may not occupy more than 30 percent of a required rear yard plus 40 percent of any non-required rear yard.

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

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 _____, 2014.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. 19-14



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

July 22, 2014

Ms. Heidi A. Isakson
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Section 90-45 Accessory Buildings to allow additional storage on larger residential properties.

Recommendation: To approve the subject Zoning Code amendments.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on July 15, 2014. A motion was made by Woodruff, supported by Arnoys, to recommend to the City Council the subject Zoning Code amendments. After amendments, the motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information:

The existing limitations on residential accessory buildings were established primarily in 1983. Those restrictions set a maximum square footage of 768 square feet (possibly 24 feet by 32 feet) for any single structure, with a maximum of 1000 square feet for all accessory structures on a property. Accessory buildings include garages, sheds and workshops. A maximum of two accessory buildings are permitted on a residential property.

The City has residential properties on our north and east areas that are as small 5000 square feet. There are large estate lots in the western panhandle area that are several acres. There are over 21,500 single family lots in Wyoming. Through the years, there have been numerous requests to the Board of Zoning Appeals for larger accessory buildings to accommodate individual property owner desires. Many of the modest requests were approved, with the more exceptional requests denied.

In evaluating the ordinance restrictions, staff believes that one size fits all limitations may not be appropriate. Those lots with acreage may incorporate larger accessory buildings and still maintain the character of the surrounding area. In researching requirements for adjoining communities, the following accessory building standards were derived:

Grand Rapids: Graduating standards dependent upon lot area. It ranges from a maximum garage area of 624 square feet for lots under 5000 square feet, to a maximum of 1200 square feet for lots greater than 22,000 square feet. A second accessory building of up to 120 square feet is permitted.

Kentwood: One garage to a maximum of 768 square feet, with a second accessory building of 250 square feet. Homes greater than 3000 square feet may have a garage of up to 1200 square feet.

Grandville: One garage limited to 1080 square feet, with a second accessory building of up to 144 square feet. On properties greater than 60,000 square feet, the second accessory building may be up to 864 square feet.

Walker: Generally, one accessory building of 832 square feet. A second accessory building of up to 100 square feet is allowed. In the rural areas, properties of ½ acre may have a building of 1200 square feet. Properties greater than 3 acres may have a building of up to 1800 square feet.

Staff suggested that a graduated increase of accessory building area would be beneficial to residents by providing greater use of their properties. The additional storage would improve the appearance of properties by providing for additional storage. The amendments would also decrease the number of variance requests made to the Board of Zoning Appeals. The following graduated scale is proposed:

| PROPERTY SIZE | TOTAL AREA | MAXIMUM BUILDING AREA |
|--------------------------|------------------------|---|
| Up to 22,000 sq. ft. | 1000 sq. ft. | 768 sq. ft. |
| 22,000 sq. ft. to 1 acre | 1200 sq. ft. | 900 sq. ft. |
| Over 1 acre to 2 acres | 1600 sq. ft. | 1200 sq. ft. |
| Properties over 2 acres | 200 additional sq. ft. | 1600 sq. ft. per whole acre up to a maximum of 2400 sq. ft. |

It is also noted that the ordinance amendments include the requirement that detached accessory buildings greater than 900 square feet must be setback a minimum of 25 feet from any side or rear property lines. The current requirement is a minimum of 3 feet for all accessory buildings. This provision is intended to prevent a large accessory building from overly impacting an adjoining property.

PROPOSED ORDINANCE AMENDMENTS (amendments in bold and includes those changes as recommended by the Planning Commission):

Section 90-45 Accessory buildings and uses.

(4) Only **two** accessory **buildings, including** garages, shall be permitted on any single family residential lot **or parcel**. For side-by-side duplexes, one accessory building per unit, excluding garages, shall be permitted; subject, however, to approval by the **city planner** so that the same is compatible with the surrounding area. No accessory building shall be erected prior to the principal building.

(7) An accessory building on single-family and two-family residentially zoned or used property shall not exceed one story or 14 feet in height, **except that detached accessory buildings 1200 square feet or greater may not exceed 17 feet in height. Properties up to 22,000 square feet are permitted a total accessory building area of 1,000 square feet with no single building exceeding 768 square feet. Properties greater than 22,000 square feet and up to one acre, are permitted a total accessory building area of 1,200 square feet with no single building exceeding 900 square feet. Properties greater than one acre and up to two acres are permitted a total accessory building area of 1,600 square feet with no single building exceeding 1,200 square feet. For each additional whole acre, 200 square feet of building area shall be permitted up to a total accessory building area of 2,400 square feet with no single building being greater than 1,600 square feet. The total accessory building area shall include the square footage of attached garages. Detached accessory buildings shall be setback from side or rear property lines as follows:**

Up to 768 square feet: 3 feet minimum
Up to 900 square feet: 10 feet minimum
Up to 1200 square feet: 15 feet minimum
Up to 1600 square feet: 20 feet minimum

For other than single- and two-family residentially zoned or used property, accessory buildings may not occupy more than 30 percent of a required rear yard plus 40 percent of any non-required rear yard.

The Development Review Team suggested the Planning Commission recommend to the City Council the subject Zoning Code amendments to Section 90-45 Accessory Buildings.

At the public hearing there were no public comments. A motion was made by Woodruff, supported by Arnoys, to recommend to the City Council the subject Zoning Code amendments. After discussion, and amendments, the motion passed

unanimously. The amendments were a graduated setback based on the size of the accessory building and increasing the allowable height to 17 feet for buildings 1200 square feet or greater.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

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