

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, JULY 7, 2014, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Pastor Tim Gilleo, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the regular meeting of June 16, 2014
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
  - a) Presentations
    1. Deputy Director of Fire Services Frank Verburg – Annual Update
  - b) Proclamations
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
    1. No. 14-15 Acceptance of an Easement and Temporary Permit for Construction for 5475 Division Avenue SW (David P. and Janice S. Fitzsimmons)
    2. No. 14-16 Acceptance of an Easement and Temporary Permit for Construction for 5491 Division Avenue SW (Jansma Ventures, LLC)
    3. No. 14-17 Acceptance of an Easement and Temporary Permit for Construction for 5633 Division Avenue SW (5633 Division Wyoming LLC)
    4. No. 14-18 Acceptance of an Easement and Temporary Permit for Construction for 5633 Division Avenue SW (5633 Division Wyoming LLC)
    5. No. 14-19 Acceptance of an Easement and Temporary Permit for Construction for 5611 Division Avenue SW (5633 Division Wyoming LLC)
    6. No. 14-20 Acceptance of a Warranty Deed and Temporary Permit for Construction for 5751 Division Avenue SW (Larry A. Drew and Sally Drew)
    7. No. 14-21 Acceptance of a Warranty Deed and Temporary Permit for Construction for 5811 Division Avenue SW (Lawrence E. Kaiser Trust)
- 13) Budget Amendments**
  - 1) Budget Amendment No. 1 – To Appropriate \$196,160 of Budgetary Authority and Recognize Related Grant Revenue for the Cooperative 21<sup>st</sup> Century Community Learning Center Agreement (Cohort G) with Wyoming Public Schools Resolution 24835 Dated June 16, 2014.
  - 2) Budget Amendment No. 2 – To Appropriate \$291,750 of Budgetary Authority and

Recognize Related Grant Revenue for the Cooperative 21<sup>st</sup> Century Community Learning Center Agreement (Cohort H) with Wyoming Public Schools Resolution 24835 Dated June 16, 2014.

- 3) Budget Amendment No. 3 – To Appropriate \$485,850 of Budgetary Authority and Recognize Related Grant Revenue for the Cooperative 21<sup>st</sup> Century Community Learning Center Agreement (Cohort I-1) with Wyoming Public Schools Resolution 24835 Dated June 16, 2014.
- 4) Budget Amendment No. 4 – To Appropriate \$485,850 of Budgetary Authority and Recognize Related Grant Revenue for the Cooperative 21<sup>st</sup> Century Community Learning Center Agreement (Cohort I-2) with Wyoming Public Schools Resolution 24835 Dated June 16, 2014.

**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 Patricia Cohen for Her Service as a Member of the Downtown Development Authority for the City of Wyoming
- b) Of Appreciation to Tyler Jackson for His Service as a Member of the Community Development Committee for the City of Wyoming
- c) Of Appreciation to James Hake for His Service as a Member of the Retirement Board for the City of Wyoming
- d) Of Appreciation to Cindy Foreman for Her Service as a Member of the WKTV Commission of the City of Wyoming
- e) To Confirm the Reappointment of Lawrence Wood as a Member of the Construction Board of Appeals for the City of Wyoming
- f) To Reappoint Members to the Historical Commission for the City of Wyoming
- g) To Set a Public Hearing to Establish an Industrial Development District for Lumen Flow Corporation (July 21, 2014 at 7:01 p.m.)
- h) To Approve Traffic Control Orders No. 3-04-14 and 3.05-14

**15) Resolutions**

- i) To Open and Maintain a Bank Account With The Huntington National Bank
- j) Approving Removal and Appointment of Bond Registrar, Transfer Agent and Paying Agent
- k) To Approve a Tax Sharing Agreement With the Downtown Development Authority and Kent County
- l) To Waive Certain Requirements of Chapter 14 of the Code of the City of Wyoming and to Permit Alcohol Consumption at a City Park
- m) To Authorize the Mayor and City Clerk to Enter Into a Recreational Facilities Agreement With United Church Outreach Ministry and Metro Health Hospital
- n) To Authorize the Mayor and City Clerk to Execute an Agreement With the Fair Housing Center of West Michigan for Fiscal Year 2014-2015
- o) To Approve Payment for Water Damage Claim at 16534 New Holland Street

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

- p) To Award the Bid for Watermain Replacement on Avon Avenue, From Porter Street to Melvin Street and Ithaca Street From Avon Avenue to the End

- q) To Authorize Payment to Valley City Sign for the Relocation of a Sign Associated With the Right-of-Way Acquisition for the 2015 Division Avenue (54<sup>th</sup> Street to 60<sup>th</sup> Street) Project
- r) Resolution to Authorize Preventative Maintenance on Two Stand-By Generators from Michigan Cat

**17) Ordinances**

- 11-14 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (96) Thereto (Rezone 1.2 Acres of a Property Located at 2660 Burlingame Avenue SW from DC Downtown Center and B-2 General Business to I-2 General Industrial (Final Reading)
- 17-14 To Amend Sections 90-337(5) and 90-372(4), To Add Sections 90-402(5), 90-617(8), 90-901(4) and 90-952(12) and to Repeal Section 90-56 and a Portion of Section 90-895 of the Code of the City of Wyoming (Drive Through Restaurants) (First Reading)

**18) Informational Material**

**19) Acknowledgment of Visitors**

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

**21) Adjournment**



- 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 7, 2014

Wyoming City Council  
Wyoming, Michigan

City Manager's Report No. 14-15

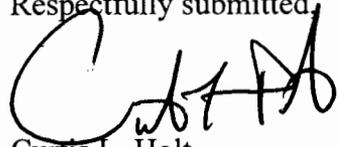
Subject: Acceptance of an Easement and Temporary Permit for  
Construction for 5475 Division Avenue, SW (David P. and  
Janice S. Fitzsimmons)

**Councilmembers:**

David P. and Janice S. Fitzsimmons, owners of 5475 Division Avenue, SW, have submitted the following described Easement and Temporary Permit. The Easement conveys permanent access rights to the City of Wyoming for the additional street width required to widen Division Avenue to five lanes. The Temporary Permit will allow additional access for construction and grading purposes. The Easement and Temporary Permit areas are shown on the attached Estimate of Just Compensation drawing. Both acquisitions are for the reconstruction and widening of Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street in 2015.

Grantor:	David P. and Janice S. Fitzsimmons
Parent Parcel:	41-17-36-277-025
Right-of-way Size	966 sf – Easement 1,473 sf - Temporary Permit
Consideration:	\$16,309.00

It is recommended that the City Council accept the attached Easement and the Temporary Permit which have been approved as to form by the City Attorney.

Respectfully submitted,  
  
Curtis L. Holt  
City Manager

- Attachments: Easement  
Temporary Permit  
Estimate of Just Compensation  
Incidental Items Agreement

CITY OF WYOMING  
EASEMENT  
Parcel No. 41-17-36-277-025

The Grantors, David P. Fitzsimmons and Janice S. Fitzsimmons, husband and wife, whose address is 2586 Fillmore Street, Jenison, Michigan 49428

DO HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509, (the "City" herein) an Easement for Highway, Public and Private Utility, Sidewalk, and Vegetation Management purposes in, under, over, across, through and upon property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Easement Area, Easement Legal Description, and Property Legal Description (Parcel No. 41-17-36-277-025)

For the full consideration of Six Thousand Eight Hundred Dollars and No Cents (\$6,800.00).

The Easement and the rights relating to it that are granted herein are for the City, and for any individual, company or entity (including contractors and subcontractors) authorized by the City to use the Easement. Each reference to the City herein includes by definition "each additional representative".

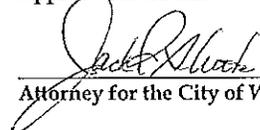
The City shall have the right to temporarily use the Grantors' property outside the Easement Area, but immediately adjoining the Easement Area, to accomplish the work; provided however, that the City shall restore the portion of the Grantors' property adjoining the Easement Area to as good or better condition than it was prior to any work having been performed.

Grantors shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area which would inhibit the intended use of the Easement.

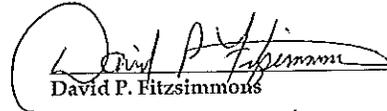
Grantors shall not grant an easement to any other party within the Easement Area without the prior written consent of the City of Wyoming.

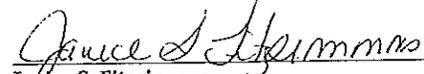
DATED: 6/18/2014

Approved as a form:

  
Attorney for the City of Wyoming

GRANTORS:

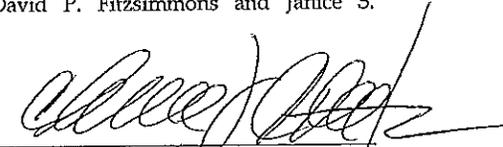
  
David P. Fitzsimmons

  
Janice S. Fitzsimmons

STATE OF MICHIGAN )  
COUNTY OF Ottawa )ss.

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 18<sup>th</sup> day of June 2014, by David P. Fitzsimmons and Janice S. Fitzsimmons, husband and wife.

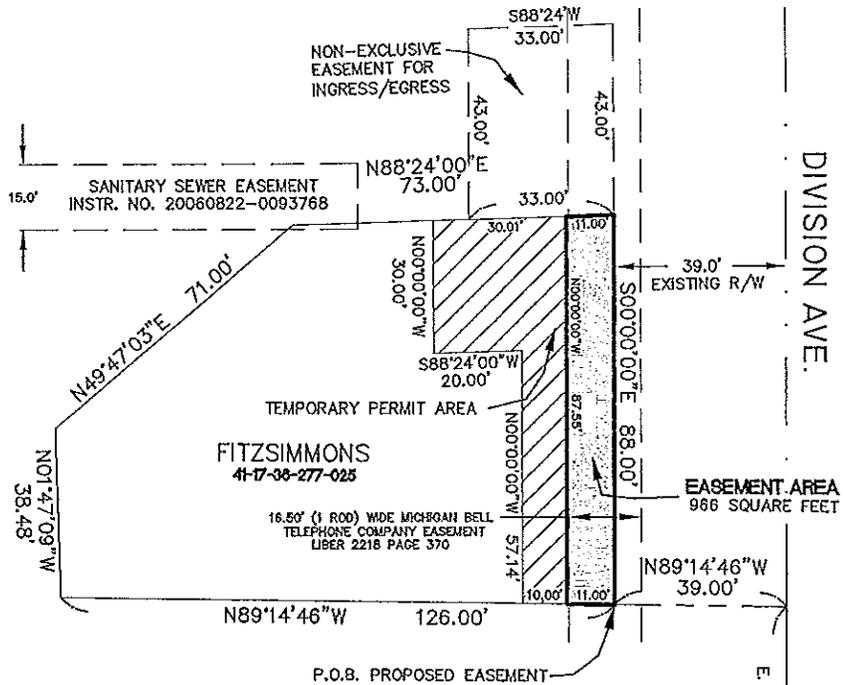
CLARENCE J COLE JR  
Notary Public, State of Michigan  
County of Ottawa  
My Commission Expires: May 20, 2019  
Acting in the County of Ottawa

  
Clarence J. Cole Jr. Notary Public  
State of Michigan, County of Ottawa  
My Commission Expires: 5/20/2019  
Acting in the County of Ottawa

Prepared by and after recording return to:  
Deborah S. Poeder  
Land Matters, LLC  
O-11230 Tallmadge Woods Drive  
Grand Rapids, Michigan 49534

Legal Descriptions prepared by:  
Michael Manning, P.S.  
Meyers, Bueche & Nies, Inc.  
1638 Leonard Street, NW  
Grand Rapids, Michigan 49504

# EXHIBIT A



**PROPERTY LEGAL DESCRIPTION (41-17-36-277-025):** THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION; THENCE N00°00'W 795.04 FEET ALONG THE EAST LINE OF SAID NORTHEAST 1/4; THENCE N89°14'46"W 39.0 FEET TO THE PLACE OF BEGINNING; THENCE N89°14'46"W 126.0 FEET; THENCE N01°47'09"W 38.48 FEET; THENCE N49°47'03"E 71.0 FEET; THENCE N88°24'00"E 73.0 FEET; THENCE S00°00"E 88.0 FEET ALONG THE WEST LINE OF DIVISION AVENUE TO THE PLACE OF BEGINNING. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE N00°00'W 43.0 FEET ALONG THE WEST LINE OF DIVISION AVENUE; THENCE S88°24'W 33.0 FEET; THENCE S00°00'E 43.0 FEET; THENCE N88°24'E 33.0 FEET TO THE PLACE OF ENDING OF SAID EASEMENT.

**EASEMENT LEGAL DESCRIPTION:** THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION; THENCE N00°00'W 795.04 FEET ALONG THE EAST LINE OF SAID NORTHEAST 1/4; THENCE N89°14'46"W 39.0 FEET TO THE PLACE OF BEGINNING; THENCE N89°14'46"W 11.0 FEET; THENCE N00°00'00"W 87.55 FEET; THENCE N88°24'00"E 11.0 FEET; THENCE S00°00'00"E 88.0 FEET TO THE POINT OF BEGINNING.

E. LINE SEC. 36 (E. LINE NE 1/4 SEC. 36)

N00°00'00"W  
795.04'

EAST 1/4 CORNER  
SEC. 36 T6N, R12W

DATE: 6-04-14  
PROJECT NUMBER: 13028-FITZOPT1

NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSNATION TITLE COMMITMENT-9637811MS (DATED 10-15-12)

<p><b>LEGEND</b></p> <ul style="list-style-type: none"> <li>● IRON STAKE (SET)</li> <li>○ IRON STAKE (FOUND)</li> <li>— FENCE</li> <li>▨ EASEMENT AREA</li> <li>▩ TEMPORARY PERMIT AREA</li> </ul>	<p style="text-align: center;">N</p> <p style="text-align: center;">SCALE: 1"=30'</p>		<p style="text-align: center;"><b>mbn</b></p> <p style="text-align: center;">meyers, bueche &amp; nies, inc. civil engineers/surveyors 1638 leonard st nw grand rapids, mi 49504 616-457-5030 fax 616-457-8244</p>
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CITY OF WYOMING  
TEMPORARY PERMIT  
Parcel No. 41-17-36-277-025

The Grantors, David P. Fitzsimmons and Janice S. Fitzsimmons, husband and wife, whose address is 2586 Fillmore Street, Jenison, Michigan 49428

DO HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509, a Temporary Permit to change existing land contours, to remove trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, and other facilities as required for the Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street Reconstruction Project. All areas disturbed by the work in the Temporary Permit area will be properly restored. The Temporary Permit area is located on property in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Temporary Permit Area, Temporary Permit Legal Description, and Property Legal Description (Parcel No. 41-17-36-277-025)

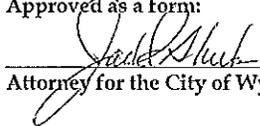
The Temporary Permit as referenced herein is granted and conveyed for the full consideration of One Thousand Thirty One Dollars and No Cents (\$1,031.00).

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street Reconstruction Project, including restoration of the Temporary Permit Area.

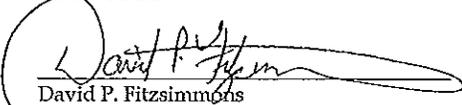
IN WITNESS, WHEREOF, the undersigned have hereunto set their hand this day and year first above written.

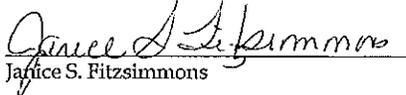
DATED: 10/13/2014

Approved as a form:

  
\_\_\_\_\_  
Attorney for the City of Wyoming

GRANTORS:

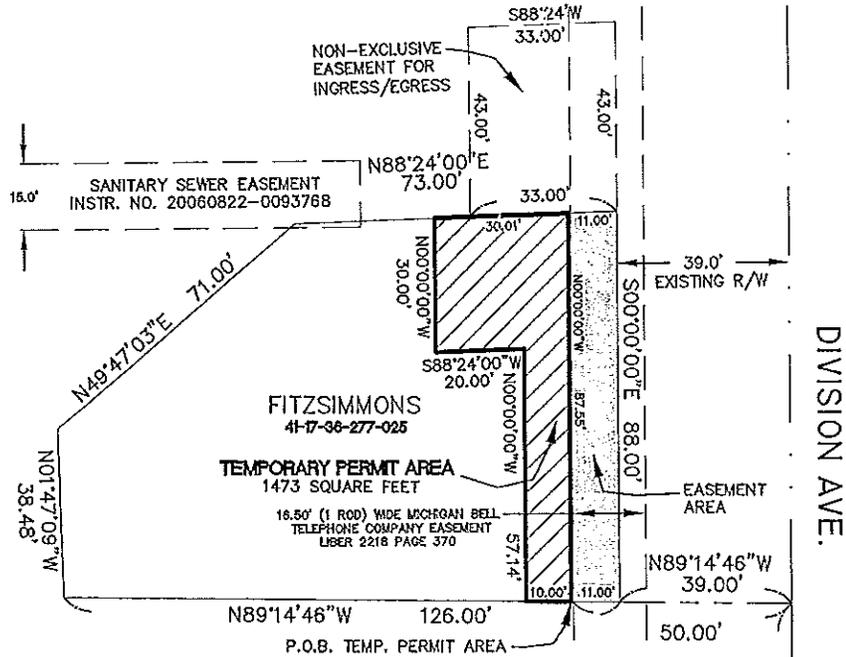
  
\_\_\_\_\_  
David P. Fitzsimmons

  
\_\_\_\_\_  
Janice S. Fitzsimmons

Prepared by and return to:  
Deborah S. Poeder  
Land Matters, LLC  
O-11230 Tallmadge Woods Drive  
Grand Rapids, MI 49534

Legal Description by:  
Michael Manning, P.S.  
Meyers, Bueche & Nies, Inc.  
1638 Leonard Street, NW  
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# EXHIBIT A



**PROPERTY LEGAL DESCRIPTION (41-17-36-277-025):** THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION; THENCE N00°00'W 795.04 FEET ALONG THE EAST LINE OF SAID NORTHEAST 1/4; THENCE N89°14'46"W 39.0 FEET TO THE PLACE OF BEGINNING; THENCE N89°14'46"W 126.0 FEET; THENCE N01°47'09"W 38.48 FEET; THENCE N49°47'03"E 71.0 FEET; THENCE N88°24'00"E 73.0 FEET; THENCE S00°00'E 88.0 FEET ALONG THE WEST LINE OF DIVISION AVENUE TO THE PLACE OF BEGINNING. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE N00°00'W 43.0 FEET ALONG THE WEST LINE OF DIVISION AVENUE; THENCE S88°24'W 33.0 FEET; THENCE S00°00'E 43.0 FEET; THENCE N88°24'E 33.0 FEET TO THE PLACE OF ENDING OF SAID EASEMENT.

**TEMPORARY PERMIT LEGAL DESCRIPTION:** THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION; THENCE N00°00'00"W 795.04 FEET ALONG THE EAST LINE OF SAID NORTHEAST 1/4; THENCE N89°14'46"W 50.00 FEET TO THE POINT OF BEGINNING; THENCE N89°14'46"W 10.00 FEET; THENCE N00°00'00"W 57.14 FEET; THENCE S88°24'00"W 20.00 FEET; THENCE N00°00'00"W 30.00 FEET; THENCE N88°24'00"E 30.01 FEET; THENCE S00°00'00"E 87.55 FEET TO THE POINT OF BEGINNING.

DATE: 6-04-14  
PROJECT NUMBER: 13028-FITZOPT1

EAST 1/4 CORNER  
SEC. 36 T6N, R12W

NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSNATION TITLE COMMITMENT-96378WMS (DATED 10-15-12)

<p><b>LEGEND</b></p> <ul style="list-style-type: none"> <li>● IRON STAKE (SET)</li> <li>○ IRON STAKE (FOUND)</li> <li>— FENCE</li> <li>▭ EASEMENT AREA</li> <li>▨ TEMPORARY PERMIT AREA</li> </ul>	<p style="text-align: center;">N</p>  <p style="text-align: center;">SCALE: 1"=30'</p>		<p style="font-size: 2em; font-weight: bold; margin: 0;">mbn</p> <p style="margin: 0;">meyers, buche &amp; nies, inc. civil engineers/surveyors 1638 leonard st nw grand rapids, mi 49504 616-457-5030 fox 616-457-8244</p>
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**CITY OF WYOMING  
ESTIMATE OF JUST COMPENSATION**

**PROJECT:** Reconstruction of Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street

**PURPOSE OF REPORT:** The purpose of this report is to estimate the Fair Market Value of the land to be acquired and to estimate the Just Compensation for the conveyance of land and the granting of permanent and temporary Easements. The compensation will be based upon the land values obtained from the Wyoming Assessor's Records. This method of compensation is authorized by the Wyoming City Council per Resolution No. 18464 (City Policy Manual).

**SITE DATA:** Permanent Parcel No.: 41-17-36-277-025  
 Parcel: David and Janice Fitzsimmons Land Use: Commercial Size: 0.22 Ac (total)  
 Address: 5475 Division Avenue SW Zoning: 201

<p><b>ACQUISITION DESCRIPTION:</b></p> <p>Square foot values based on Appraisal by Maturen &amp; Associates, Inc. Review Appraisal by R.S. Thomas &amp; Associates, Inc.</p> <p>Summary of Costs:</p> <p><u>Easement:</u> A generally rectangular parcel of land adjacent to the Division Avenue Right-of-Way as shown on sketch.</p> <p>Area: 966 s.f.</p> <p><u>Temporary Permit:</u> A generally rectangular parcel of land adjacent to the above referenced Warranty Deed Area.</p> <p>Area: 1,473 s.f.</p> <p><u>Land Improvements (Asphalt):</u></p> <p>Area: 616 s.f.</p>	<p><b>SKETCH:</b></p>
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COMPUTATION OF VALUE:	
RECONSTRUCTION/RELOCATION OF DRIVEWAY (IF NECESSARY) - Responsibility of City of Wyoming at project expense	N/A
LAND IMPROVEMENTS (Asphalt)	\$ 1,400.00
RELOCATION OF SIGN	\$ 3,475.00
RELOCATION OF ELECTRICAL FACILITIES FOR SIGN	\$ 3,603.00
TEMPORARY PERMIT	
1,473 s.f. (Area) X \$0.70 /s.f	\$1,031.00
LAND ACQUISITION, EASEMENT	
966 s.f. (Area) X \$7.00 / s.f. = \$6,762 (Appraiser rounded to \$6,800)	\$ 6,800.00

REMARKS: The Agreement for Incidental Items is attached hereto and made a part of this Estimate of Just Compensation

**\$ 16,309.00**

Signed:   
 Land Matters, llc  
 Deborah S. Poeder

For information call 616.791.9805

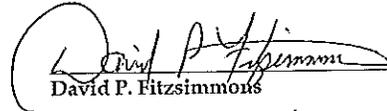
Agreed to by:   
 David P. Fitzsimmons

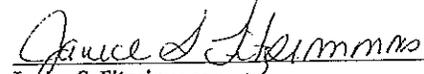
Janice S. Fitzsimmons

6-18-14

6-18-14

GRANTORS:

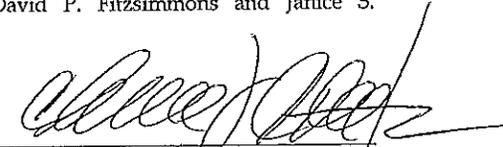
  
David P. Fitzsimmons

  
Janice S. Fitzsimmons

STATE OF MICHIGAN )  
COUNTY OF Ottawa )ss.

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 18th day of June 2014, by David P. Fitzsimmons and Janice S. Fitzsimmons, husband and wife.

CLARENCE J COLE JR  
Notary Public, State of Michigan  
County of Ottawa  
My Commission Expires: May 20, 2019  
Acting in the County of Ottawa

  
Clarence J. Cole Jr. Notary Public  
State of Michigan, County of Ottawa  
My Commission Expires: 5/20/2019  
Acting in the County of Ottawa

Prepared by and after recording return to:  
Deborah S. Poeder  
Land Matters, LLC  
O-11230 Tallmadge Woods Drive  
Grand Rapids, Michigan 49534

Legal Descriptions prepared by:  
Michael Manning, P.S.  
Meyers, Bueche & Nies, Inc.  
1638 Leonard Street, NW  
Grand Rapids, Michigan 49504



- 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 7, 2014

Wyoming City Council  
Wyoming, Michigan

City Manager's Report No. 14-16

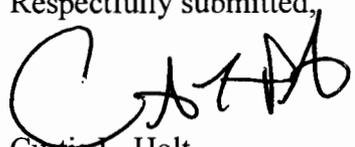
Subject: Acceptance of an Easement and Temporary Permit for  
Construction for 5491 Division Avenue, SW (Jansma  
Ventures, LLC)

**Councilmembers:**

Jansma Ventures, LLC, owner of 5491 Division Avenue, SW, has submitted the following described Easement and Temporary Permit. The Easement conveys permanent access for right-of-way to the City of Wyoming for the additional street width required to widen Division Avenue to five lanes. The Temporary Permit will allow additional access for construction and grading purposes. The Easement and Temporary Permit areas are shown on the attached Estimate of Just Compensation drawing. Both acquisitions are for the reconstruction and widening of Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street in 2015.

Grantor:	Jansma Ventures, LLC
Parent Parcel:	41-17-36-277-023
Right-of-way Size	1,540 sf – Easement Area 3,250 sf – Temporary Permit
Consideration:	\$20,175.00

It is recommended that the City Council accept the attached Easement and the Temporary Permit which have been approved as to form by the City Attorney.

Respectfully submitted,  
  
Curtis L. Holt  
City Manager

Attachments: Easement  
Temporary Permit  
Estimate of Just Compensation

CITY OF WYOMING  
EASEMENT  
Parcel No. 41-17-36-277-023

The Grantor, Jansma Ventures, L.L.C., a Michigan limited liability company, whose address is 3504 Earle Avenue, SW, Grandville, Michigan 49418

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509, (the "City" herein) an Easement for Highway, Public and Private Utility, Sidewalk, and Vegetation Management purposes in, under, over, across, through and upon property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Easement Area, Easement Legal Description, and Property Legal Description (Parcel No. 41-17-36-277-023)

For the full consideration of Fourteen Thousand Eight Hundred Dollars and No Cents (\$14,800.00).

The Easement and the rights relating to it that are granted herein are for the City, and for any individual, company or entity (including contractors and subcontractors) authorized by the City to use the Easement. Each reference to the City herein includes by definition "each additional representative".

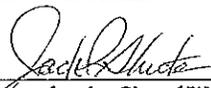
The City shall have the right to temporarily use the Grantor's property outside the Easement Area, but immediately adjoining the Easement Area, to accomplish the work; provided however, that the City shall restore the portion of the Grantor's property adjoining the Easement Area to as good or better condition than it was prior to any work having been performed.

Grantor shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area which would inhibit the intended use of the Easement.

Grantor shall not grant an easement to any other party within the Easement Area without the prior written consent of the City of Wyoming.

DATED: 12/20/2014

Approved as a form:

  
\_\_\_\_\_  
Attorney for the City of Wyoming

GRANTOR:  
Jansma Ventures, L.L.C., A Michigan  
limited liability company

*Randall H. Jansma*  
By: RANDALL H. JANSMA  
Its: MEMBER

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF Kent     )

The foregoing instrument was acknowledged before me in Kent County, Michigan on  
this 20th day of JUNE 2014, by Randall H. Jansma  
Member of Jansma Ventures, L.L.C., a Michigan limited liability company.

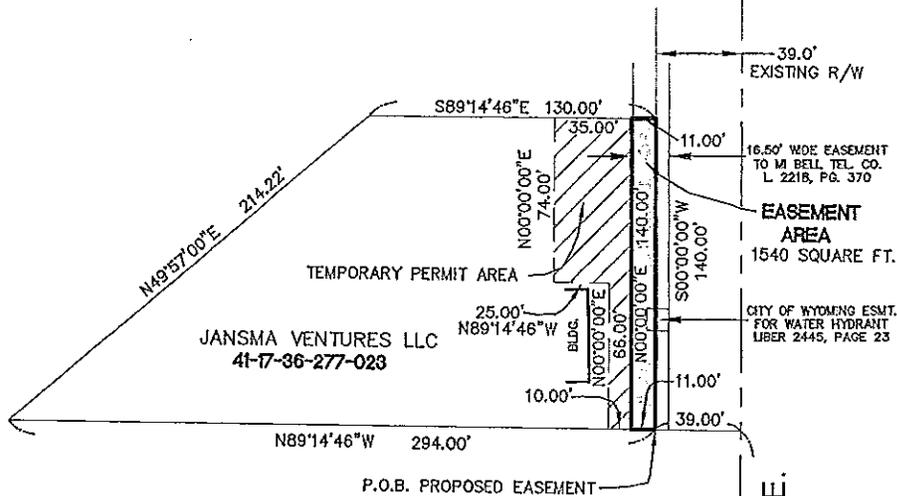
*Clarence J Cole Jr*  
Clarence J. Cole Jr Notary Public  
State of Michigan, County of Ottawa  
My Commission Expires: 5/20/2019  
Acting in the County of Kent

CLARENCE J COLE JR  
Notary Public, State of Michigan  
County of Ottawa  
My Commission Expires: May 20, 2019  
Acting in the County of Kent

Prepared by and after recording return to:  
Deborah S. Poeder  
Land Matters, LLC  
O-11230 Tallmadge Woods Drive  
Grand Rapids, Michigan 49534

Legal Descriptions prepared by:  
Michael Manning, P.S.  
Meyers, Bueche & Nies, Inc.  
1638 Leonard Street, NW  
Grand Rapids, Michigan 49504

# EXHIBIT A



**PROPERTY LEGAL DESCRIPTION (41-17-36-277-023):** THAT PART OF THE NORTHEAST 1/4, SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE NORTH 00°00' WEST 655.04 FEET ALONG THE EAST LINE OF SAID NORTHEAST 1/4 (TO A POINT WHICH IS 336.0 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4); THENCE NORTH 89°14'46" WEST 39.00 FEET TO THE WEST LINE OF DIVISION AVENUE AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89°14'46" WEST 294.00 FEET (ALONG A LINE WHICH IF EXTENDED WOULD INTERSECT THE WEST LINE OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4 AT A POINT 358.0 FEET SOUTH OF THE NORTHWEST CORNER THEREOF); THENCE NORTH 49°57' EAST 214.22 FEET; THENCE SOUTH 89°14'46" EAST 130.00 FEET; THENCE SOUTH 00°00' WEST 140.00 FEET ALONG THE WEST LINE OF DIVISION AVENUE TO THE PLACE OF BEGINNING.

**EASEMENT LEGAL DESCRIPTION:** THAT PART OF THE NORTHEAST 1/4, SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE NORTH 00°00'00"E 655.04 FEET ALONG THE EAST LINE OF SAID NORTHEAST 1/4 (TO A POINT WHICH IS 336.0 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4); THENCE NORTH 89°14'46"W 39.00 FEET TO THE WEST LINE OF DIVISION AVENUE AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89°14'46"W 11.00 FEET (ALONG A LINE WHICH IF EXTENDED WOULD INTERSECT THE WEST LINE OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4 AT A POINT 358.0 FEET SOUTH OF THE NORTHWEST CORNER THEREOF); THENCE NORTH 00°00'00"E 140.00 FEET; THENCE SOUTH 89°14'46"E 11.00 FEET; THENCE SOUTH 00°00'00"W 140.00 FEET ALONG THE WEST LINE OF DIVISION AVENUE TO THE PLACE OF BEGINNING.

NOTE: ROUTE DESCRIBED IN CONSUMERS ENERGY COMPANY EASEMENT PER LIBER 1762, PAGE 192 IS NORTH OF THIS PARCEL.

DATE: 5-29-14  
PROJECT NUMBER: 13028-JAN

NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSACTION TITLE COMMITMENT-96377WMS (DATED 8-29-13)

EAST 1/4 CORNER SEC. 36 T6N, R12W

PAGE 1 OF 1

<p><b>LEGEND</b></p> <ul style="list-style-type: none"> <li>● IRON STAKE (SET)</li> <li>○ IRON STAKE (FOUND)</li> <li>— FENCE</li> <li>▭ EASEMENT AREA</li> <li>▨ TEMPORARY PERMIT AREA</li> </ul>	<p style="text-align: center;">N</p>  <p style="text-align: center;">SCALE: 1"=60'</p>		 <p>meyers, bueche &amp; nles, inc. civil engineers/surveyors 1638 leonard st nw grand rapids, mi 49504 616-457-5030 fax 616-457-8244</p>
--	---	---	--

CITY OF WYOMING  
TEMPORARY PERMIT  
Parcel No. 41-17-36-277-023

The Grantor, Jansma Ventures, L.L.C., a Michigan limited liability company, whose address is 3504 Earle Avenue, SW, Grandville, Michigan 49418

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509, a Temporary Permit to change existing land contours, to remove trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, and other facilities as required for the Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street Reconstruction Project. All areas disturbed by the work in the Temporary Permit area will be properly restored. The Temporary Permit area is located on property in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Temporary Permit Area, Temporary Permit Legal Description, and Property Legal Description (Parcel No. 41-17-36-277-023)

The Temporary Permit as referenced herein is granted and conveyed for the full consideration of Two Thousand Two Hundred Seventy Five Dollars and No Cents (\$2,275.00).

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street Reconstruction Project, including restoration of the Temporary Permit Area.

IN WITNESS, WHEREOF, the undersigned has hereunto set their hand this day and year first above written.

DATED: 6/26/2014

Approved as a form:

Jack Bueche  
Attorney for the City of Wyoming

GRANTOR:

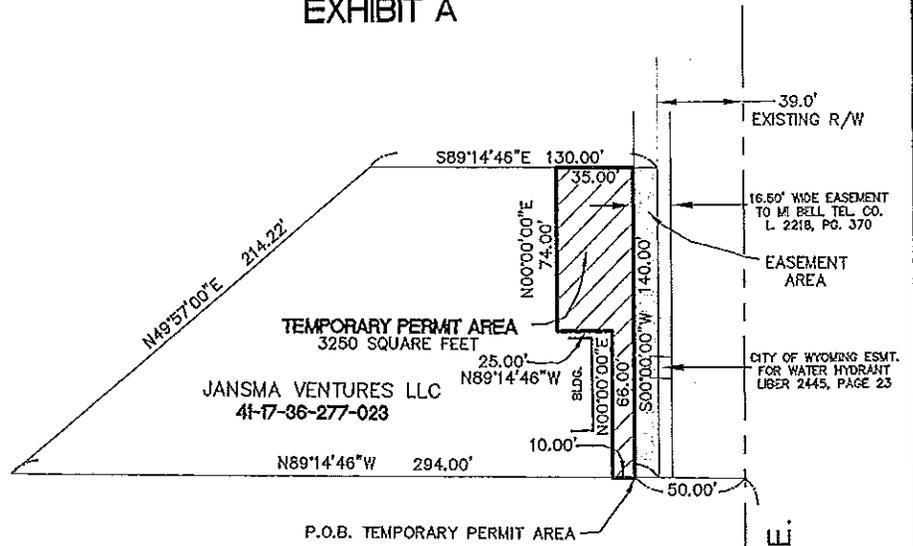
Jansma Ventures, L.L.C., a Michigan limited liability company

Randall H. Jansma  
By: RANDALL H. JANSMA  
Its: MEMBER

Prepared by and return to:  
Deborah S. Poeder  
Land Matters, LLC  
O-11230 Tallmadge Woods Drive  
Grand Rapids, MI 49534

Legal Description by:  
Michael Manning, P.S.  
Meyers, Bueche & Nies, Inc.  
1638 Leonard Street, NW  
Grand Rapids, MI 49504

# EXHIBIT A



**PROPERTY LEGAL DESCRIPTION (41-17-36-277-023):** THAT PART OF THE NORTHEAST 1/4, SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE NORTH 00°00' WEST 655.04 FEET ALONG THE EAST LINE OF SAID NORTHEAST 1/4 (TO A POINT WHICH IS 336.0 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4); THENCE NORTH 89°14'46" WEST 39.00 FEET TO THE WEST LINE OF DIVISION AVENUE AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89°14'46" WEST 294.00 FEET (ALONG A LINE WHICH IF EXTENDED WOULD INTERSECT THE WEST LINE OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4 AT A POINT 358.0 FEET SOUTH OF THE NORTHWEST CORNER THEREOF); THENCE NORTH 49°57' EAST 214.22 FEET; THENCE SOUTH 89°14'46" EAST 130.00 FEET; THENCE SOUTH 00°00' WEST 140.00 FEET ALONG THE WEST LINE OF DIVISION AVENUE TO THE PLACE OF BEGINNING.

**TEMPORARY PERMIT LEGAL DESCRIPTION:** THAT PART OF THE NORTHEAST 1/4, SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE N00°00'00"E 655.04 FEET ALONG THE EAST LINE OF SAID NORTHEAST 1/4 (TO A POINT WHICH IS 336.0 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4); THENCE N89°14'46"W 50.00 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE N89°14'46"W 10.00 FEET (ALONG A LINE WHICH IF EXTENDED WOULD INTERSECT THE WEST LINE OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4 AT A POINT 358.0 FEET SOUTH OF THE NORTHWEST CORNER THEREOF); THENCE N00°00'00"E 68.00 FEET; THENCE N89°14'46"W 25.00 FEET; THENCE N00°00'00"E 74.00 FEET; THENCE S89°14'46"E 35.00 FEET; THENCE S00°00'00"W 140.00 FEET TO THE PLACE OF BEGINNING.

NOTE: ROUTE DESCRIBED IN CONSUMERS ENERGY COMPANY EASEMENT PER LIBER 1762, PAGE 192 IS NORTH OF THIS PARCEL.

DATE: 5-29-14  
PROJECT NUMBER: 13028--JAN

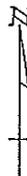
NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSNATION TITLE COMMITMENT-96377WMS (DATED 8-29-13)

EAST 1/4 CORNER  
SEC. 36 T6N, R12W

PAGE 1 OF 1

## LEGEND

- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- EASEMENT AREA
- ▨ TEMPORARY PERMIT AREA



SCALE: 1"=60'



**mbn**

meyers, bueche & nies, inc.  
civil engineers/surveyors  
1638 leonard st nw  
grand rapids, mi 49504  
616-457-5030  
fox 616-457-8244

**CITY OF WYOMING  
ESTIMATE OF JUST COMPENSATION**

**PROJECT:** Reconstruction of Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street

**PURPOSE OF REPORT:** The purpose of this report is to estimate the Fair Market Value of the land to be acquired and to estimate the Just Compensation for the conveyance of land and the granting of permanent and temporary Easements. The compensation will be based upon the land values obtained from the Wyoming Assessor's Records. This method of compensation is authorized by the Wyoming City Council per Resolution No. 18464 (City Policy Manual).

<b>SITE DATA:</b>	<b>Permanent Parcel No.:</b> 41-17-36-277-023
<b>Parcel:</b> Jansma Ventures LLC	<b>Land Use:</b> Commercial <b>Size:</b> 0.68 Ac (total)
<b>Address:</b> 5491 Division Avenue SW	<b>Zoning:</b> 201

<p><b>ACQUISITION DESCRIPTION:</b></p> <p>Square foot values based on Appraisal by Maturen &amp; Associates, Inc. Review Appraisal by R.S. Thomas &amp; Associates, Inc.</p> <p><b>Summary of Costs:</b></p> <p><u>Easement:</u> A generally rectangular parcel of land adjacent to the Division Avenue Right-of-Way as shown on sketch.</p> <p align="center">Area: 1,540 s.f.</p> <p><u>Temporary Permit:</u> An irregular shaped parcel of land adjacent to the above referenced Warranty Deed Area.</p> <p align="center">Area: 3,250 s.f.</p>	<p><b>SKETCH:</b></p>
--	-----------------------

COMPUTATION OF VALUE:	
RECONSTRUCTION OF SPRINKLER SYSTEM AS NECESSARY FOR THE ABOVE REFERENCED PROJECT – By City of Wyoming at project expense	N/A
LAND IMPROVEMENTS (ASPHALT & SPRINKLER SYSTEM)	\$3,100.00
TEMPORARY PERMIT 3,250 s.f. (Area) X \$0.70 /s.f	\$ 2,275.00
LAND ACQUISITION, EASEMENT 1,540 s.f. (Area) X \$7.00 / s.f. = \$10,780 (Appraiser rounded to \$10,800) Counteroffer – Additional Cost of \$4,000.00, applied to easement	\$ 14,800.00

**REMARKS:** The Agreement for Incidental Items is attached hereto and made a part of this Estimate of Just Compensation

Signed:   
Land Matters, llc  
Deborah S. Poeder

For information call 616.791.9805

**\$20,175.00**

Agreed to by:   
Jansma Ventures, LLC  
By: RANDALL H. JANSMA  
Its: MEMBER  
Date: 10/24/2014

**Agreement for Incidental Items**

Property Owner: Jansma Ventures, LLC, a Michigan limited liability company

Property Address: 5491 Division Avenue, SW, Wyoming, MI 49548

Parcel Number: 41-17-36-277-023

Project: Division Avenue from 54<sup>th</sup> to 60<sup>th</sup> Improvement Project

In consideration of the above named Property Owner having granted an Easement to the City of Wyoming for the above referenced project, the following is agreed:

Reconstruction of the sprinkler system on this parcel as necessary for the above referenced project will be the responsibility of the City of Wyoming and will be paid for at project expense.

The Property Owner hereby grants the City of Wyoming and its contractors/subcontractors and designees access to the Property Owner's property as necessary to accomplish the work for the reconstruction of the sprinkler system as referenced herein.

It is understood that the above is subject to final approval by the City of Wyoming and the above includes all agreements. No verbal agreements will be considered.

Prepared by: Deborah S. Poeder / km 6/26/14  
Deborah S. Poeder Date  
Land Matters, LLC

Accepted by: Randall H. Jansma 6/26/14  
Jansma Ventures, LLC, a Michigan limited liability company Date  
By: RANDALL H. JANSMA  
Its: MEMBER

Approved by: Curtis Holt 7.2.14  
Curtis Holt, City Manager Date  
City of Wyoming



July 7, 2014

Wyoming City Council  
Wyoming, Michigan

City Manager's Report No. 14-17

Subject: Acceptance of an Easement and Temporary Permit for  
Construction for 5633 Division Avenue, SW  
(5633 Division Wyoming LLC)

Councilmembers:

5633 Division Wyoming, LLC, owner of 5633 Division Avenue, SW, has submitted the following described Easement and Temporary Permit. The Easement conveys access rights to the City of Wyoming for the additional street width required to widen Division Avenue to five lanes. The Temporary Permit will allow additional access for construction and grading purposes. The Easement and Temporary Permit areas are shown on the attached Estimate of Just Compensation drawing. Both acquisitions are for the reconstruction and widening of Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street in 2015.

Grantor:	5633 Division Wyoming, LLC
Parent Parcel:	41-17-36-476-007
Right-of-way Size	1,700 sf – Easement 1,000 sf – Temporary Permit
Consideration:	\$2,880.00

It is recommended that the City Council accept the attached Easement and the Temporary Permit which have been approved as to form by the City Attorney.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Curtis L. Holt'.

Curtis L. Holt  
City Manager

Attachments: Easement  
Temporary Permit  
Estimate of Just Compensation

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

CITY OF WYOMING  
EASEMENT  
Parcel No. 41-17-36-476-007

The Grantor, 5633 Division Wyoming LLC, a Michigan limited liability company, whose address is 11501 Webster Road, Clio, MI 48420

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509, (the "City" herein) an Easement for Highway, Public and Private Utility, Sidewalk, and Vegetation Management purposes in, under, over, across, through and upon property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Easement Area, Easement Legal Description, and Property Legal Description (Parcel No. 41-17-36-476-007)

For the full consideration of Two Thousand Seven Hundred Twenty Dollars and No Cents (\$2,720.00).

The Easement and the rights relating to it that are granted herein are for the City, and for any individual, company or entity (including contractors and subcontractors) authorized by the City to use the Easement. Each reference to the City herein includes by definition "each additional representative".

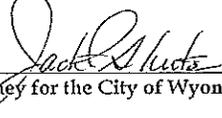
The City shall have the right to use the Grantor's property outside the Easement Area, but immediately adjoining the Easement Area, to accomplish the work; provided however, that the City shall restore the portion of the Grantor's property adjoining the Easement Area to as good or better condition than it was prior to any work having been performed.

Grantor shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area which would inhibit the intended use of the Easement.

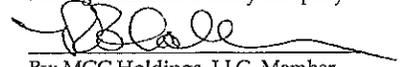
Grantor shall not grant an easement to any other party within the Easement Area without the prior written consent of the City of Wyoming.

DATED: June 24, 2014

Approved as a form:

  
\_\_\_\_\_  
Attorney for the City of Wyoming

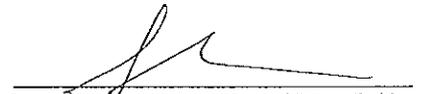
GRANTOR:  
5633 Division Wyoming LLC, a  
Michigan limited liability company



By: MGC Holdings, LLC, Member  
Robert Calkins, Manager

STATE OF MICHIGAN    )  
                                  )SS  
COUNTY OF *Kent*    )

The foregoing instrument was acknowledged before me in *Kent* County, Michigan  
on this *24* day of *June*, 20*14*, by MGC Holdings, LLC, Member,  
Robert Calkins, Manager, 5633 Division Wyoming LLC, a Michigan limited liability company.

  
\_\_\_\_\_  
Notary Public  
State of Michigan, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

SUSAN RANKIN  
Notary Public, State of Michigan  
County of Kent  
My Commission Expires Apr. 08, 2019  
Acting in the County of *Kent*

Prepared by and after recording return to:  
Deborah S. Poeder  
Land Matters, LLC  
O-11230 Tallmadge Woods Drive  
Grand Rapids, Michigan 49534

Legal Descriptions prepared by:  
Michael Manning, P.S.  
Meyers, Bueche & Nies, Inc.  
1638 Leonard Street, NW  
Grand Rapids, Michigan 49504

**EXHIBIT A**

N. LINE SE 1/4 SEC. 36

56TH STREET

EAST 1/4  
CORNER  
SEC. 36

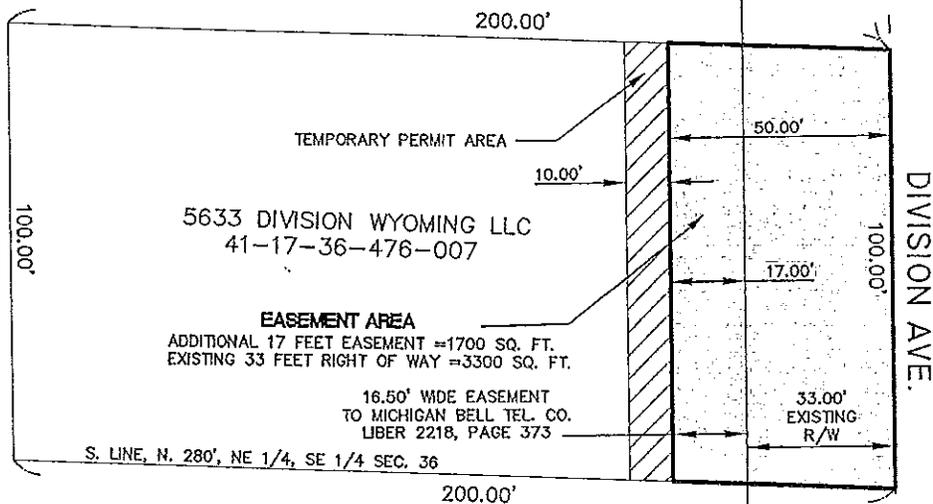
**PROPERTY LEGAL DESCRIPTION (41-17-36-476-007):** THE EAST 200 FEET OF THE SOUTH 100 FEET OF THE NORTH 280 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN.

**EASEMENT LEGAL DESCRIPTION:**

THE EAST 50 FEET (PERPENDICULAR MEASUREMENT) OF THE FOLLOWING DESCRIBED PARCEL:

THE EAST 200 FEET OF THE SOUTH 100 FEET OF THE NORTH 280 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN.

E. LINE SEC. 36  
180.00'



DATE: 6-11-14  
PROJECT NUMBER: 13028-KOS8

NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSNATION  
TITLE COMMITMENT-96331WMS REV. NO. 1 (DATED 1-03-14)

PAGE 1 OF 1

<p><b>LEGEND</b></p> <ul style="list-style-type: none"> <li>● IRON STAKE (SET)</li> <li>○ IRON STAKE (FOUND)</li> <li>— FENCE</li> <li>▭ EASEMENT AREA</li> <li>▨ TEMPORARY PERMIT AREA</li> </ul>	<p style="text-align: center;">N</p> <p style="text-align: center;">SCALE: 1"=30'</p>		<p style="text-align: center;"><b>mbn</b></p> <p>meyers, bueche &amp; nies, inc. civil engineers/surveyors 1638 leonard st nw grand rapids, mi 49504 616-457-5030 fax 616-457-8244</p>
--	---	--	--

CITY OF WYOMING  
TEMPORARY PERMIT  
Parcel No. 41-17-36-476-007

The Grantor, 5633 Division Wyoming LLC, a Michigan limited liability company, whose address is 11501 Webster Road, Clio, MI 48420

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509 a Temporary Permit to change existing land contours, to remove trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, and other facilities as required for the Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street Reconstruction Project. All areas disturbed by the work in the Temporary Permit area will be properly restored. The Temporary Permit area is located on property in the City of Wyoming, County of Kent, State of Michigan, as follows:

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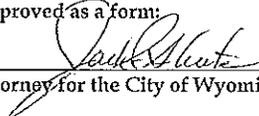
The Temporary Permit as referenced herein is granted and conveyed for the full consideration of One Hundred Sixty Dollars and No Cents (\$160.00).

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street Reconstruction Project, including restoration of the Temporary Permit Area.

IN WITNESS, WHEREOF, the undersigned have hereunto set their hand this day and year first above written.

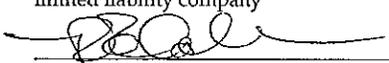
DATED: June 24, 2014

Approved as a form:

  
\_\_\_\_\_  
Attorney for the City of Wyoming

GRANTOR:

5633 Division Wyoming LLC, a Michigan  
limited liability company

  
\_\_\_\_\_  
By: MGC Holdings, LLC, Member  
Robert Calkins, Manager

Prepared by and return to:  
Deborah S. Poeder  
Land Matters, LLC  
O-11230 Tallmadge Woods Drive  
Grand Rapids, MI 49534

Legal Description by:  
Michael Manning, P.S.  
Meyers, Bueche & Nies, Inc.  
1638 Leonard Street, NW  
Grand Rapids, MI 49504

# EXHIBIT A

N. LINE SE 1/4 SEC. 36

56TH STREET

EAST 1/4  
CORNER  
SEC. 36

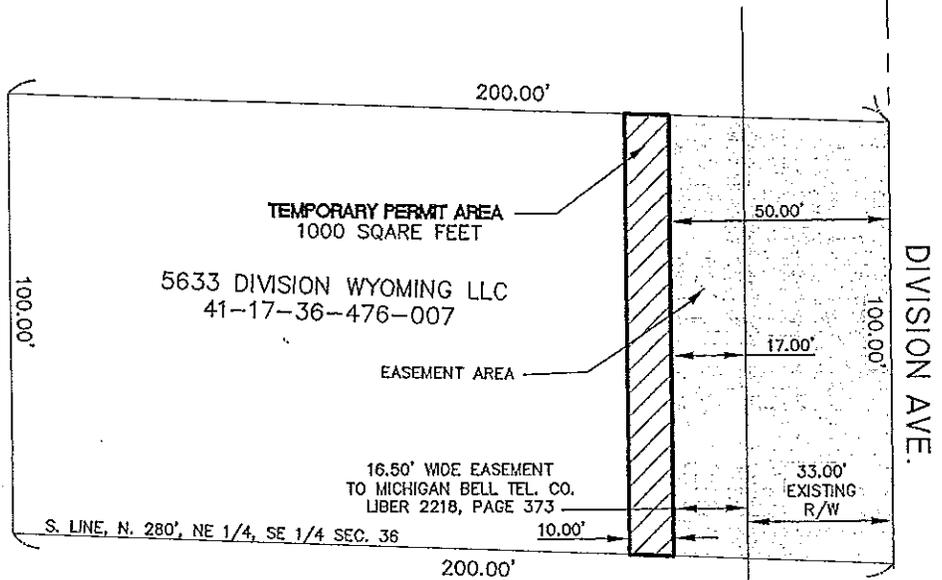
**PROPERTY LEGAL DESCRIPTION (41-17-36-476-007):** THE EAST 200 FEET OF THE SOUTH 100 FEET OF THE NORTH 280 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN.

**TEMPORARY PERMIT LEGAL DESCRIPTION:**

THE WEST 10 FEET OF THE EAST 60 FEET (PERPENDICULAR MEASUREMENT) OF THE FOLLOWING DESCRIBED PARCEL:

THE EAST 200 FEET OF THE SOUTH 100 FEET OF THE NORTH 280 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN.

E. LINE SEC. 36  
180.00'



DATE: 6-11-14  
PROJECT NUMBER: 13028-KOSB

NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSNATION  
TITLE COMMITMENT-86331WMS REV. NO. 1 (DATED 1-03-14)

PAGE 1 OF 1

**LEGEND**

- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- ▭ EASEMENT AREA
- ▨ TEMPORARY PERMIT AREA

N

SCALE: 1"=30'



**mbn**

meyers, bueche & ntes, inc.  
civil engineers/surveyors  
1638 leonard st nw  
grand rapids, mi 49504  
616-457-5030  
fax 616-457-8244

**CITY OF WYOMING  
ESTIMATE OF JUST COMPENSATION**

**PROJECT:** Reconstruction of Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street

**PURPOSE OF REPORT:** The purpose of this report is to estimate the Fair Market Value of the land to be acquired and to estimate the Just Compensation for the conveyance of land and the granting of permanent and temporary Easements. The compensation will be based upon the land values obtained from the Wyoming Assessor's Records. This method of compensation is authorized by the Wyoming City Council per Resolution No. 18464 (City Policy Manual).

<b>SITE DATA:</b>		<i>Permanent Parcel No.:</i> 41-17-36-476-007
<i>Parcel:</i> 5633 Division Wyoming, LLC	<i>Land Use:</i> Commercial Vacant	<i>Size:</i> 0.38 Ac (total)
<i>Address:</i> 5625 Division Avenue, SW	<i>Zoning:</i> 202	

<p><b>ACQUISITION DESCRIPTION:</b></p> <p>Square foot values based on Appraisal by Maturen &amp; Associates, Inc. Review Appraisal by R.S. Thomas &amp; Associates, Inc.</p> <p><b>Summary of Costs:</b></p> <p><u>Easement:</u> A generally rectangular parcel of land adjacent to the Division Avenue Right-of-Way as shown on sketch.</p> <p>Area: 1700 s.f. (Additional 17") 3300 s.f. (Existing 33")</p> <p><u>Temporary Permit:</u> A generally rectangular parcel of land adjacent to the above referenced Easement Area.</p> <p>Area: 1000 s.f.</p>	<p><b>SKETCH:</b></p> <p>North</p> <p>100.00'</p> <p>200.00'</p> <p>5633 DIVISION WYOMING LLC 41-17-36-476-007</p> <p>EASEMENT AREA ADDITIONAL 17 FEET EASEMENT = 1700 SQ. FT. EXISTING 33 FEET RIGHT OF WAY = 3300 SQ. FT.</p> <p>16.50' WIDE EASEMENT TO MICHIGAN BELL TEL. CO. LIBER 2218, PAGE 373</p> <p>10.00'</p> <p>50.00'</p> <p>17.00'</p> <p>33.00' EXISTING R/W</p> <p>100.00'</p> <p>DIVISION AVE.</p> <p>S. LINE, N. 280', NE 1/4, SE 1/4 SEC. 36</p> <p>200.00'</p>
---	--

COMPUTATION OF VALUE:			
TEMPORARY PERMIT			
1000	s.f. (Area)	X \$0.16 /s.f	\$160.00
LAND ACQUISITION, EASEMENT			
1700	s.f. (Area)	X \$1.60 / s.f. = \$2,720 (Appraisal for Warranty Deed)	\$2,720.00
Counteroffer - Easement in lieu of Warranty Deed			

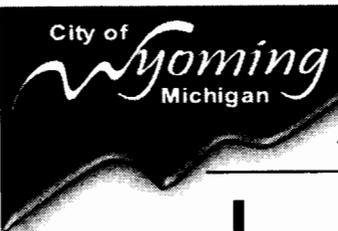
REMARKS:

Signed:   
Land Matters, llc  
Deborah S. Poeder

For information call 616.791.9805

**\$2,880.00**

Agreed to by:   
5633 Division Wyoming LLC  
By: MGC Holdings, LLC, Member  
Robert Calkins, Manager  
June 24, 2014



**City Manager's Office**

Telephone 616/530-7272

1155 - 28th Street, S.W., Box 905 Wyoming, Michigan 49509-0905

Web: [www.wyomingmi.gov](http://www.wyomingmi.gov)



July 7, 2014

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

Wyoming City Council  
Wyoming, Michigan

City Manager's Report No. 14-18

**Subject:** Acceptance of an Easement and Temporary Permit for  
Construction for 5633 Division Avenue, SW (5633 Division  
Wyoming, LLC)

**Councilmembers:**

5633 Division Wyoming, LLC, owner of 5633 Division Avenue, SW, has submitted the following described Easement and Temporary Permit. The Easement conveys permanent access rights to the City of Wyoming for the additional street width required to widen Division Avenue to five lanes. The Temporary Permit will allow additional access for construction and grading purposes. The Easement and Temporary Permit areas are shown on the attached Estimate of Just Compensation drawing. Both acquisitions are for the reconstruction and widening of Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street in 2015.

Grantor:	5633 Division Wyoming, LLC
Parent Parcel:	41-17-36-476-031
Right-of-way Size	5,006 sf – Easement 3,595 sf - Temporary Permit
Consideration:	\$28,775.90

It is recommended that the City Council accept the attached Easement and the Temporary Permit which have been approved as to form by the City Attorney.

Respectfully submitted,

Curtis L. Holt  
City Manager

Attachments: Easement  
Temporary Permit  
Estimate of Just Compensation

CITY OF WYOMING  
EASEMENT  
Parcel No. 41-17-36-476-031

The Grantor, 5633 Division Wyoming LLC, a Michigan limited liability company, whose address is 11501 Webster Road, Clio, MI 48420

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509, (the "City" herein) an Easement for Highway, Public and Private Utility, Sidewalk, and Vegetation Management purposes in, under, over, across, through and upon property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Easement Area, Easement Legal Description, and Property Legal Description (Parcel No. 41-17-36-476-031)

For the full consideration of Eight Thousand Nine Hundred Twenty Nine Dollars and No Cents (\$8,929.00).

The Easement and the rights relating to it that are granted herein are for the City, and for any individual, company or entity (including contractors and subcontractors) authorized by the City to use the Easement. Each reference to the City herein includes by definition "each additional representative".

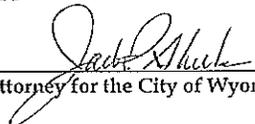
The City shall have the right to use the Grantor's property outside the Easement Area, but immediately adjoining the Easement Area, to accomplish the work; provided however, that the City shall restore the portion of the Grantor's property adjoining the Easement Area to as good or better condition than it was prior to any work having been performed.

Grantor shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area which would inhibit the intended use of the Easement.

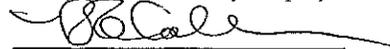
Grantor shall not grant an easement to any other party within the Easement Area without the prior written consent of the City of Wyoming.

DATED: June 24, 2014

Approved as a form:

  
\_\_\_\_\_  
Attorney for the City of Wyoming

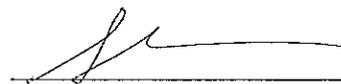
GRANTOR:  
5633 Division Wyoming, LLC, a  
Michigan limited liability company



By: MGC Holdings, LLC, Member  
Robert Calkins, Manager

STATE OF MICHIGAN    )  
                                  )SS  
COUNTY OF *Kent*    )

The foregoing instrument was acknowledged before me in *Kent* County, Michigan on this *24* day of *June*, 201*4*, by MGC Holdings, LLC, Member, Robert Calkins, Manager, 5633 Division Wyoming LLC, a Michigan limited liability company.

  
\_\_\_\_\_  
Notary Public  
State of Michigan, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

SUSAN RANKIN  
Notary Public, State of Michigan  
County of Kent  
My Commission Expires Apr. 08, 2019  
Acting in the County of *Kent*

Prepared by and after recording return to:  
Deborah S. Poeder  
Land Matters, LLC  
O-11230 Tallmadge Woods Drive  
Grand Rapids, Michigan 49534

Legal Descriptions prepared by:  
Michael Manning, P.S.  
Meyers, Bueché & Nies, Inc.  
1638 Leonard Street, NW  
Grand Rapids, Michigan 49504

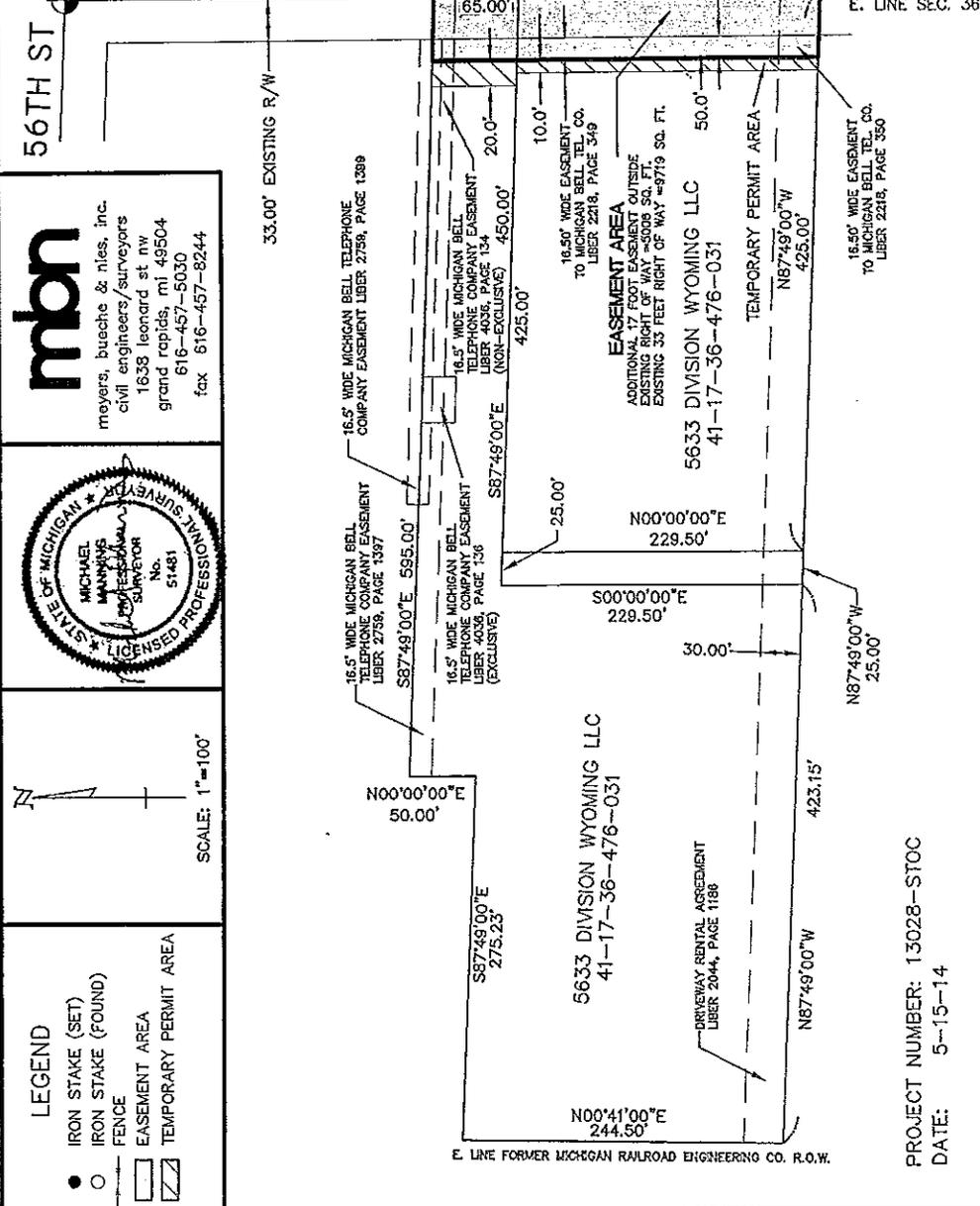
# EXHIBIT A

EAST 1/4 CORNER SEC. 36  
 300'00"00"E 280.00'  
 229.50'  
 17.0'

**PROPERTY LEGAL DESCRIPTION (41-17-36-476-031)**  
 THAT PART OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 36; THENCE SOUTH 280.00 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH ALONG SAID EAST LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 85.0 FEET; THENCE NORTH 87 DEGREES 48 MINUTES WEST 450.00 FEET PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 229.50 FEET PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 1/4; THENCE NORTH 87 DEGREES 49 MINUTES WEST 423.15 FEET TO THE EAST LINE OF THE FORMER MICHIGAN RAILROAD ENGINEERING CO. RIGHT OF WAY (100 FEET WIDE-NOW CONSUMERS POWER COMPANY, RIGHT OF WAY); THENCE NORTH 00 DEGREES 41 MINUTES EAST 244.75 FEET ALONG SAID EAST RIGHT OF WAY LINE TO A POINT THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 87 DEGREES 48 MINUTE EAST 275.23 FEET TO A POINT THAT IS 396.0 FEET NORTH 87 DEGREES 49 MINUTES WEST FROM THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 30.0 FEET PARALLEL WITH SAID EAST LINE OF THE SOUTHEAST 1/4; THENCE SOUTH 87 DEGREES 49 MINUTE EAST 595.0 FEET TO THE PLACE OF BEGINNING, SUBJECT TO A RIGHT OF WAY FOR HIGHWAY CROSSING ACROSS THAT PART THEREOF LYING EAST OF A LINE THAT IS 33.00 FEET WEST (PERPENDICULAR MEASUREMENT) FROM AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4.

AND  
 THAT PART OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 36; THENCE SOUTH 348.0 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 229.50 FEET; THENCE NORTH 87 DEGREES 49 MINUTES WEST 425.0 FEET PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 229.50 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES EAST 425.0 FEET TO THE PLACE OF BEGINNING, SUBJECT TO A RIGHT OF WAY FOR HIGHWAY PURPOSES ACROSS THE EAST 33.0 FEET (PERPENDICULAR MEASUREMENT) THEREOF.

AND  
 THAT PART OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 36; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 36 A DISTANCE OF 229.50 FEET; THENCE NORTH 87 DEGREES 49 MINUTES 00 SECONDS PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 229.50 FEET; THENCE NORTH 87 DEGREES 49 MINUTES 00 SECONDS WEST 25.00 FEET; THENCE NORTH 229.50 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES 00 SECONDS EAST 25.00 FEET TO THE POINT OF BEGINNING.



**mbn**  
 meyers, buche & nies, inc.  
 civil engineers/surveyors  
 1638 leonard st nw  
 grand rapids, mi 49504  
 616-457-5030  
 fax 616-457-8244



SCALE: 1"=100'

- LEGEND**
- IRON STAKE (SET)
  - IRON STAKE (FOUND)
  - FENCE
  - ▭ EASEMENT AREA
  - ▨ TEMPORARY PERMIT AREA

PROJECT NUMBER: 15028-STOC  
 DATE: 5-15-14

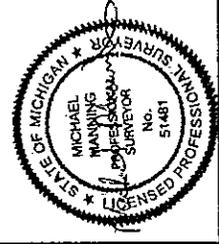
# EXHIBIT A

## LEGEND

- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- EASEMENT AREA
- ▨ TEMPORARY PERMIT AREA



SCALE: 1"=100'



**mbn**  
 meyers, buesche & nies, inc.  
 civil engineers/surveyors  
 1638 leonard st. nw  
 grand rapids, mi 49504  
 616-457-5030  
 fax 616-457-8244

### EASEMENT LEGAL DESCRIPTION:

THE EAST 50 FEET (PERPENDICULAR MEASUREMENT) OF THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 36; THENCE SOUTH 280.0 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH ALONG SAID EAST LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 65.0 FEET; THENCE NORTH 87 DEGREES 49 MINUTES WEST 450.00 FEET PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 229.50 FEET PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 87 DEGREES 49 MINUTES WEST 423.15 FEET TO THE EAST LINE OF THE FORMER MICHIGAN RAILROAD ENGINEERING CO. RIGHT OF WAY (100 FEET WIDE-NOW CONSUMERS POWER COMPANY, RIGHT OF WAY); THENCE NORTH 00 DEGREES 41 MINUTES EAST 244.50 FEET ALONG SAID EAST RIGHT OF WAY LINE TO A POINT THAT IS 330.0 FEET SOUTH 00 DEGREES 41 MINUTES WEST FROM THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 87 DEGREES 49 MINUTE EAST 275.23 FEET TO A POINT THAT IS 595.0 FEET NORTH 87 DEGREES 49 MINUTES WEST FROM THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 50.0 FEET PARALLEL WITH SAID EAST LINE OF THE SOUTHEAST 1/4; THENCE SOUTH 87 DEGREES 49 MINUTE EAST 595.0 FEET TO THE PLACE OF BEGINNING.

AND THE EAST 50 FEET (PERPENDICULAR MEASUREMENT) OF THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 36; THENCE SOUTH 345.0 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 229.50 FEET; THENCE NORTH 87 DEGREES 49 MINUTES WEST 425.0 FEET PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 229.50 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES EAST 425.0 FEET TO THE PLACE OF BEGINNING.

PROJECT NUMBER: 13028-STOC  
 DATE: 5-15-14

CITY OF WYOMING  
TEMPORARY PERMIT  
Parcel No. 41-17-36-476-031

The Grantor, 5633 Division Wyoming LLC, a Michigan limited liability company, whose address is 11501 Webster Road, Clio, MI 48420

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509 a Temporary Permit to change existing land contours, to remove trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, and other facilities as required for the Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street Reconstruction Project. All areas disturbed by the work in the Temporary Permit area will be properly restored. The Temporary Permit area is located on property in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Temporary Permit Area, Temporary Permit Legal Description, and Property Legal Description (Parcel No. 41-17-36-476-031)

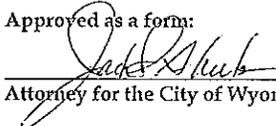
The Temporary Permit as referenced herein is granted and conveyed for the full consideration of Five Hundred Seventy Five Dollars and No Cents (\$575.00).

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street Reconstruction Project, including restoration of the Temporary Permit Area.

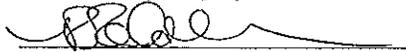
IN WITNESS, WHEREOF, the undersigned have hereunto set their hand this day and year first above written.

DATED, June 24, 2014

Approved as a form:

  
\_\_\_\_\_  
Attorney for the City of Wyoming

GRANTOR:  
5633 Division Wyoming, LLC, a Michigan  
limited liability company

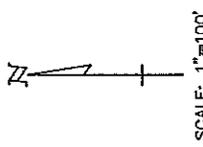
  
\_\_\_\_\_  
By: MGC Holdings, LLC, Member  
Robert Calkins, Manager

Prepared by and return to:  
Deborah S. Poeder  
Land Matters, LLC  
O-11230 Tallmadge Woods Drive  
Grand Rapids, MI 49534

Legal Description by:  
Michael Manning, P.S.  
Meyers, Bueche & Nies, Inc.  
1638 Leonard Street, NW  
Grand Rapids, MI 49504



# EXHIBIT A

<p><b>LEGEND</b></p> <ul style="list-style-type: none"> <li>● IRON STAKE (SET)</li> <li>○ IRON STAKE (FOUND)</li> <li>— FENCE</li> <li>▨ EASEMENT AREA</li> <li>▩ TEMPORARY PERMIT AREA</li> </ul>	 <p>SCALE: 1"=100'</p>		 <p><b>mbn</b> meyers, buche &amp; nies, inc. civil engineers/surveyors 1838 leonard st nw grand rapids, mi 49504 816-457-5030 fax 816-457-8244</p>
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**TEMPORARY PERMIT LEGAL DESCRIPTION:**

THE WEST 20 OF THE EAST 70 FEET (PERPENDICULAR MEASUREMENT) OF THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 36; THENCE SOUTH 280.0 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH ALONG SAID EAST LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 65.0 FEET; THENCE NORTH 87 DEGREES 49 MINUTES WEST 450.00 FEET PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 229.50 FEET PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 87 DEGREES 49 MINUTES WEST 423.15 FEET TO THE EAST LINE OF THE FORMER MICHIGAN RAILROAD ENGINEERING CO. RIGHT OF WAY (100 FEET WIDE-NOW CONSUMERS POWER COMPANY, RIGHT OF WAY); THENCE NORTH 00 DEGREES 41 MINUTES EAST 244.50 FEET ALONG SAID EAST RIGHT OF WAY LINE TO A POINT THAT IS 350.0 FEET SOUTH 00 DEGREES 41 MINUTES WEST FROM THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 87 DEGREES 49 MINUTE EAST 275.23 FEET TO A POINT THAT IS 595.0 FEET NORTH 87 DEGREES 49 MINUTES WEST FROM THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 50.0 FEET PARALLEL WITH SAID EAST LINE OF THE SOUTHEAST 1/4; THENCE SOUTH 87 DEGREES 49 MINUTE EAST 595.0 FEET TO THE PLACE OF BEGINNING.

AND THE WEST 10 OF THE EAST 60 FEET (PERPENDICULAR MEASUREMENT) OF THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 36; THENCE SOUTH 345.0 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 229.50 FEET; THENCE NORTH 87 DEGREES 49 MINUTES WEST 425.0 FEET PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 229.50 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES EAST 425.0 FEET TO THE PLACE OF BEGINNING.

PROJECT NUMBER: 13028-STOC  
DATE: 5-15-14

**CITY OF WYOMING  
ESTIMATE OF JUST COMPENSATION**

**PROJECT:** Reconstruction of Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street

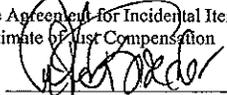
**PURPOSE OF REPORT:** The purpose of this report is to estimate the Fair Market Value of the land to be acquired and to estimate the Just Compensation for the conveyance of land and the granting of permanent and temporary Easements. The compensation will be based upon the land values obtained from the Wyoming Assessor's Records. This method of compensation is authorized by the Wyoming City Council per Resolution No. 18464 (City Policy Manual).

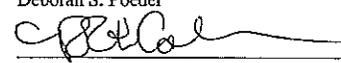
<b>SITE DATA:</b>	<i>Permanent Parcel No.:</i> 41-17-36-476-031
<i>Parcel:</i> 5633 Division Wyoming, LLC	<i>Land Use:</i> Commercial <i>Size:</i> 5.36 Ac (total)
<i>Address:</i> 5633 Division Avenue, SW	<i>Zoning:</i> 201

<p><b>ACQUISITION DESCRIPTION:</b></p> <p>Square foot values based on Appraisal by Maturen &amp; Associates, Inc. Review Appraisal by R.S. Thomas &amp; Associates, Inc.</p> <p><b>Summary of Costs:</b></p> <p><u>Easement:</u> A generally rectangular parcel of land adjacent to the Division Avenue Right-of-Way as shown on sketch.</p> <p>Area: 5006 s.f. (Additional 17") 9719 s.f. (Existing 33')</p> <p><u>Temporary Permit:</u> A generally rectangular parcel of land adjacent to the above referenced Easement.</p> <p>Area: 3595 s.f.</p> <p><u>Land Improvements (Asphalt):</u></p> <p>Area: 500 s.f.</p>	<p><b>SKETCH:</b></p>
---	-----------------------

<b>COMPUTATION OF VALUE:</b>	
REMOVE EX. SIGN AND INSTALL NEW MONUMENT SIGN AND RELATED ELECTRICAL FACILITIES (including compliance with zoning regulations)	\$13,071.90
RELOCATION / REPLACEMENT OF FENCE	\$5,200.00
LAND IMPROVEMENTS (ASPHALT)	\$1,000.00
TEMPORARY PERMIT	
3595 s.f. (Area) X \$0.16 /s.f	\$575.00
LAND ACQUISITION, EASEMENT	
5006 s.f. (Area) X \$1.60 / s.f. = \$8,010 (Appraisal for Warranty Deed.)	\$8,929.00
Counteroffer - Easement in lieu of Warranty Deed and additional cost of \$919.00	

REMARKS: The Agreement for Incidental Items is attached hereto and made a part of this Estimate of Just Compensation

Signed:   
 Land Matters, llc  
 Deborah S. Poeder

Agreed to by:   
 5633 Division Wyoming, LLC  
 By: MGC Holdings, LLC, Member  
 Robert Calkins, Manager  
 June 24, 2014

For information call 616.791.9805

**\$28,775.90**

Agreement for Incidental Items

Property Owner: 5633 Division Wyoming, LLC

Property Address: 5633 Division Avenue, SW, Wyoming, MI 49548

Parcel Number: 41-17-36-476-031

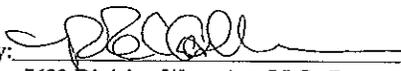
Project: Division Avenue from 54<sup>th</sup> to 60<sup>th</sup> Improvement Project

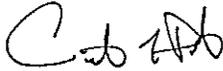
In consideration of the above named Property Owner having granted an Easement to the City of Wyoming for the above referenced project, the following is agreed:

The Property Owner and the City of Wyoming agree that the Property Owner will be responsible for the removal of the existing sign and installation of a new monument sign and related electrical facilities for the sign (including compliance with current zoning regulations), and relocation / replacement of the existing fence, all as necessary for the above referenced project. The City of Wyoming will pay the Property Owner an amount of \$18,271.90 for the aforesaid work.

It is understood that the above is subject to final approval by the City of Wyoming and the above includes all agreements. No verbal agreements will be considered.

Prepared by:  6.26.14  
Deborah S. Poeder  
Land Matters, LLC  
Date

Accepted by:  6/24/2014  
5633 Division Wyoming, LLC - Property Owner  
By: MGC Holdings, LLC, Member  
Robert Calkins, Manager  
Date

Approved by:  6.25.14  
Curtis Holt, City Manager  
City of Wyoming  
Date



**City Manager's Office**

Telephone 616/530-7272

1155 - 28th Street, S.W., Box 905 Wyoming, Michigan 49509-0905

Web: [www.wyomingmi.gov](http://www.wyomingmi.gov)



July 7, 2014

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

Wyoming City Council  
Wyoming, Michigan

City Manager's Report No. 14-19

**Subject:** Acceptance of an Easement and Temporary Permit for  
Construction for 5611 Division Avenue, SW (5633 Division  
Wyoming, LLC)

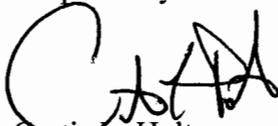
**Councilmembers:**

5633 Division Wyoming, LLC, owner of 5611 Division Avenue, SW, has submitted the following described Easement and Temporary Permit. The Easement conveys permanent access rights to the City of Wyoming for the additional street width required to widen Division Avenue to five lanes. The Temporary Permit will allow additional access for construction and grading purposes. The Easement and Temporary Permit areas are shown on the attached Estimate of Just Compensation drawing. Both acquisitions are for the reconstruction and widening of Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street in 2015.

Grantor:	5633 Division Wyoming, LLC
Parent Parcel:	41-17-36-476-043
Right-of-way Size	2,498 sf – Easement 1,470 sf - Temporary Permit
Consideration:	\$4,235.00

It is recommended that the City Council accept the attached Easement and the Temporary Permit which have been approved as to form by the City Attorney.

Respectfully submitted,

  
Curtis L. Holt  
City Manager

Attachments: Easement  
Temporary Permit  
Estimate of Just Compensation

CITY OF WYOMING  
EASEMENT  
Parcel No. 41-17-36-476-043

The Grantor, 5633 Division Wyoming LLC, a Michigan limited liability company, whose address is 11501 Webster Road, Clio, MI 48420

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509, (the "City" herein) an Easement for Highway, Public and Private Utility, Sidewalk, and Vegetation Management purposes in, under, over, across, through and upon property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Easement Area, Easement Legal Description, and Property Legal Description (Parcel No. 41-17-36-476-043)

For the full consideration of Four Thousand Dollars and No Cents (\$4,000.00).

The Easement and the rights relating to it that are granted herein are for the City, and for any individual, company or entity (including contractors and subcontractors) authorized by the City to use the Easement. Each reference to the City herein includes by definition "each additional representative".

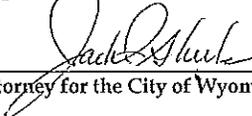
The City shall have the right to use the Grantor's property outside the Easement Area, but immediately adjoining the Easement Area, to accomplish the work; provided however, that the City shall restore the portion of the Grantor's property adjoining the Easement Area to as good or better condition than it was prior to any work having been performed.

Grantor shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area which would inhibit the intended use of the Easement.

Grantor shall not grant an easement to any other party within the Easement Area without the prior written consent of the City of Wyoming.

DATED: June 24, 2014

Approved as a form:

  
\_\_\_\_\_  
Attorney for the City of Wyoming

GRANTOR:  
5633 Division Wyoming LLC, a  
Michigan limited liability company



By: MGC Holdings, LLC, Member  
Robert Calkins, Manager

STATE OF MICHIGAN )  
 )SS  
COUNTY OF *Kent* )

The foregoing instrument was acknowledged before me in *Kent* County, Michigan  
on this *24* day of *June*, 20 *14* by MGC Holdings, LLC, Member,  
Robert Calkins, Manager, 5633 Division Wyoming LLC, a Michigan limited liability company.

  
\_\_\_\_\_  
Notary Public  
State of Michigan, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

SUSAN FRANKIN  
Notary Public, State of Michigan  
County of Kent  
My Commission Expires Apr. 08, 2018  
Acting in the County of *Kent*

Prepared by and after recording return to:  
Deborah S. Poeder  
Land Matters, LLC  
O-11230 Tallmadge Woods Drive  
Grand Rapids, Michigan 49534

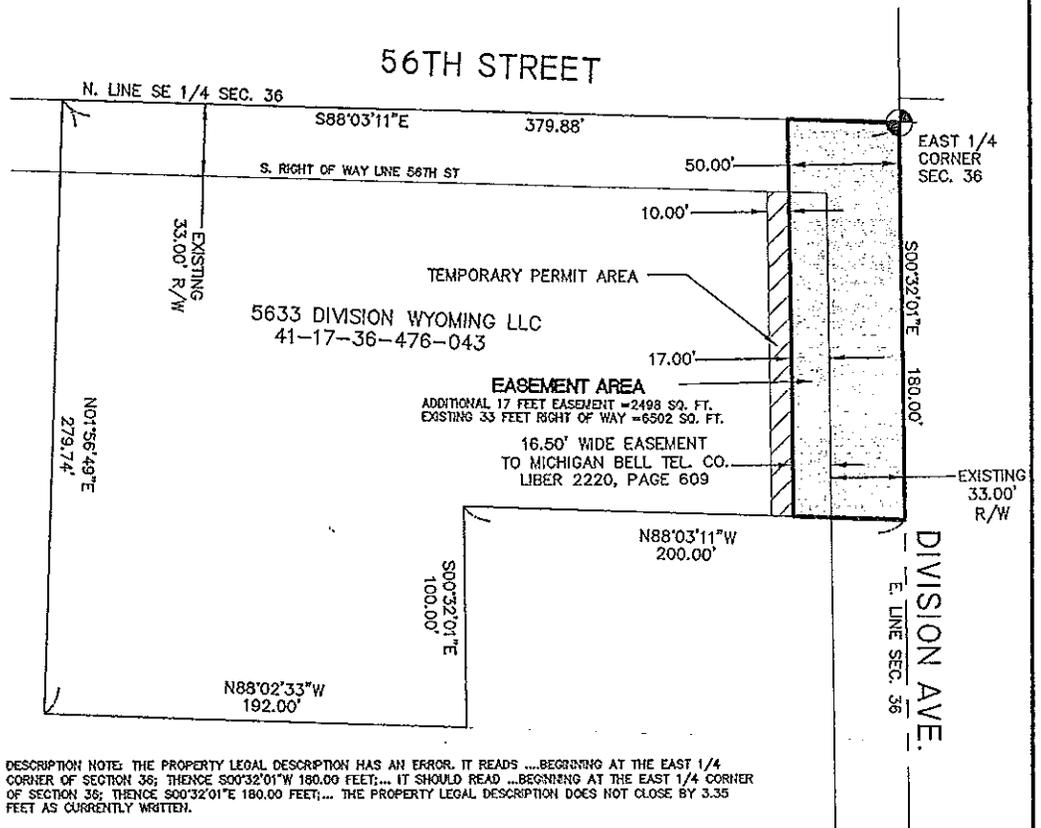
Legal Descriptions prepared by:  
Michael Manning, P.S.  
Meyers, Bueche & Nies, Inc.  
1638 Leonard Street, NW  
Grand Rapids, Michigan 49504

# EXHIBIT A

**PROPERTY LEGAL DESCRIPTION (41-17-36-476-043):** PART OF THE SOUTHEAST 1/4, SECTION 36, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE S 00 DEGREES 32 MINUTES 01 SECONDS WEST 180.00 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 88 DEGREES 03 MINUTES 11 SECONDS WEST 200.00 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 01 SECONDS EAST 100.00 FEET; THENCE NORTH 88 DEGREES 02 MINUTES 33 SECONDS WEST 192.00 FEET; THENCE NORTH 01 DEGREES 56 MINUTES 49 SECONDS EAST 279.74 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4, SECTION 36; THENCE SOUTH 88 DEGREES 03 MINUTES 11 SECONDS EAST 379.88 FEET ALONG SAID NORTH LINE TO THE PLACE OF BEGINNING. SUBJECT TO HIGHWAY R.O.W. FOR 56TH STREET AND DIVISION AVENUE.

**EASEMENT LEGAL DESCRIPTION:** THE EAST 50 FEET (PERPENDICULAR MEASUREMENT) OF THE FOLLOWING DESCRIBED PARCEL:

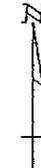
PART OF THE SOUTHEAST 1/4, SECTION 36, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE S 00 DEGREES 32 MINUTES 01 SECONDS EAST 180.00 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 88 DEGREES 03 MINUTES 11 SECONDS WEST 200.00 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 01 SECONDS EAST 100.00 FEET; THENCE NORTH 88 DEGREES 02 MINUTES 33 SECONDS WEST 192.00 FEET; THENCE NORTH 01 DEGREES 56 MINUTES 49 SECONDS EAST 279.74 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4, SECTION 36; THENCE SOUTH 88 DEGREES 03 MINUTES 11 SECONDS EAST 379.88 FEET ALONG SAID NORTH LINE TO THE PLACE OF BEGINNING.



DESCRIPTION NOTE: THE PROPERTY LEGAL DESCRIPTION HAS AN ERROR. IT READS ...BEGINNING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE S00°32'01\"/>

DATE: 6-11-14  
PROJECT NUMBER: 13028-KOS7

NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSNATION TITLE COMMITMENT-96330WMS (DATED 10-12-12)

<p><b>LEGEND</b></p> <ul style="list-style-type: none"> <li>● IRON STAKE (SET)</li> <li>○ IRON STAKE (FOUND)</li> <li>— FENCE</li> <li>▭ EASEMENT AREA</li> <li>▨ TEMPORARY PERMIT AREA</li> </ul>	<p style="text-align: center;">N</p>  <p style="text-align: center;">SCALE: 1"=60'</p>		<p style="text-align: center;"><b>mbn</b></p> <p>meyers, bueche &amp; nies, inc. civil engineers/surveyors 1638 leonard st nw grand rapids, mi 49504 616-457-5030 fax 616-457-8244</p>
--	---	---	--

CITY OF WYOMING  
TEMPORARY PERMIT  
Parcel No. 41-17-36-476-043

The Grantor, 5633 Division Wyoming LLC, a Michigan limited liability company, whose address is 11501 Webster Road, Clio, Michigan 48420

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509 a Temporary Permit to change existing land contours, to remove trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, and other facilities as required for the Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street Reconstruction Project. All areas disturbed by the work in the Temporary Permit area will be properly restored. The Temporary Permit area is located on property in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Temporary Permit Area, Temporary Permit Legal Description, and Property Legal Description (Parcel No. 41-17-36-476-043)

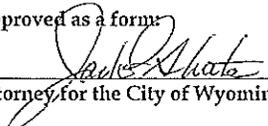
The Temporary Permit as referenced herein is granted and conveyed for the full consideration of Two Hundred Thirty Five Dollars and No Cents (\$235.00).

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street Reconstruction Project, including restoration of the Temporary Permit Area.

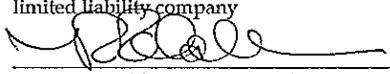
IN WITNESS, WHEREOF, the undersigned have hereunto set their hand this day and year first above written.

DATED: June 24, 2014

Approved as a form:

  
\_\_\_\_\_  
Attorney for the City of Wyoming

GRANTOR:  
5633 Division Wyoming LLC, a Michigan  
limited liability company

  
\_\_\_\_\_  
By: MGC Holdings, LLC, Member  
Robert Calkins, Manager

Prepared by and return to:  
Deborah S. Poeder  
Land Matters, LLC  
O-11230 Tallmadge Woods Drive  
Grand Rapids, MI 49534

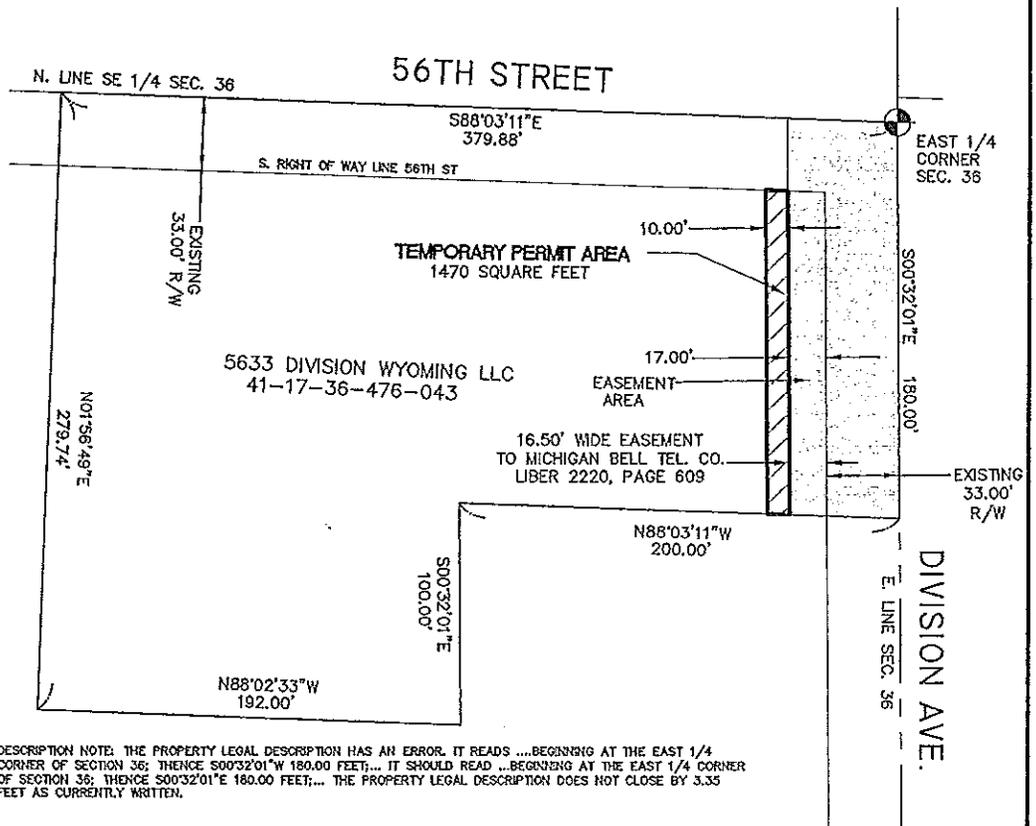
Legal Description by:  
Michael Manning, P.S.  
Meyers, Bueche & Nies, Inc.  
1638 Leonard Street, NW  
Grand Rapids, MI 49504

# EXHIBIT A

**PROPERTY LEGAL DESCRIPTION (41-17-36-476-043):** PART OF THE SOUTHEAST 1/4, SECTION 36, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE S 00 DEGREES 32 MINUTES 01 SECONDS WEST 180.00 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 88 DEGREES 03 MINUTES 11 SECONDS WEST 200.00 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 01 SECONDS EAST 100.00 FEET; THENCE NORTH 88 DEGREES 02 MINUTES 33 SECONDS WEST 192.00 FEET; THENCE NORTH 01 DEGREES 56 MINUTES 49 SECONDS EAST 279.74 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4, SECTION 36; THENCE SOUTH 88 DEGREES 03 MINUTES 11 SECONDS EAST 379.88 FEET ALONG SAID NORTH LINE TO THE PLACE OF BEGINNING. SUBJECT TO HIGHWAY R.O.W. FOR 56TH STREET AND DIVISION AVENUE.

**TEMPORARY PERMIT LEGAL DESCRIPTION:** THE WEST 10 FEET OF THE EAST 60 FEET EXCEPT THE NORTH 33 FEET (PERPENDICULAR MEASUREMENTS) OF THE FOLLOWING DESCRIBED PARCEL:

PART OF THE SOUTHEAST 1/4, SECTION 36, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE S 00 DEGREES 32 MINUTES 01 SECONDS EAST 180.00 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 88 DEGREES 03 MINUTES 11 SECONDS WEST 200.00 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 01 SECONDS EAST 100.00 FEET; THENCE NORTH 88 DEGREES 02 MINUTES 33 SECONDS WEST 192.00 FEET; THENCE NORTH 01 DEGREES 56 MINUTES 49 SECONDS EAST 279.74 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4, SECTION 36; THENCE SOUTH 88 DEGREES 03 MINUTES 11 SECONDS EAST 379.88 FEET ALONG SAID NORTH LINE TO THE PLACE OF BEGINNING.



DESCRIPTION NOTE: THE PROPERTY LEGAL DESCRIPTION HAS AN ERROR. IT READS "...BEGINNING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE S00°32'01" W 180.00 FEET;... IT SHOULD READ "...BEGINNING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE S00°32'01" E 180.00 FEET;... THE PROPERTY LEGAL DESCRIPTION DOES NOT CLOSE BY 3.35 FEET AS CURRENTLY WRITTEN.

DATE: 6-11-14  
PROJECT NUMBER: 13028-KOS7

NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSTATION  
TITLE COMMITMENT-96330WMS (DATED 10-12-12)

PAGE 1 OF 1

## LEGEND

- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- ▭ EASEMENT AREA
- ▨ TEMPORARY PERMIT AREA



SCALE: 1"=60'



**mbn**

mayers, bueche & nies, inc.  
civil engineers/surveyors  
1638 leonard st nw  
grand rapids, mi 49504  
616-457-5030  
fax 616-457-8244

**CITY OF WYOMING  
ESTIMATE OF JUST COMPENSATION**

**PROJECT:** Reconstruction of Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street

**PURPOSE OF REPORT:** The purpose of this report is to estimate the Fair Market Value of the land to be acquired and to estimate the Just Compensation for the conveyance of land and the granting of permanent and temporary Easements. The compensation will be based upon the land values obtained from the Wyoming Assessor's Records. This method of compensation is authorized by the Wyoming City Council per Resolution No. 18464 (City Policy Manual).

<b>SITE DATA:</b>		<i>Permanent Parcel No.:</i> 41-17-36-476-043
<i>Parcel:</i> 5633 Division Wyoming, LLC	<i>Land Use:</i> Commercial	<i>Size:</i> 1.61 Ac (Total)
<i>Address:</i> 5611 Division Avenue, SW	<i>Zoning:</i> 201	

<p><b>ACQUISITION DESCRIPTION:</b></p> <p>Square foot values based on Appraisal by Maturen &amp; Associates, Inc. Review Appraisal by R.S. Thomas &amp; Associates, Inc.</p> <p><b>Summary of Costs:</b></p> <p><u>Easement:</u> A generally rectangular parcel of land adjacent to the Division Avenue Right-of-Way as shown on sketch.</p> <p align="center">Area: 2498 s.f. (Additional 17') 6502 s.f. (Existing 33')</p> <p><u>Temporary Permit:</u> A generally rectangular parcel of land adjacent to the above referenced Easement Area.</p> <p align="center">Area: 1470 s.f.</p>	<p><b>SKETCH:</b></p> <p align="right">North</p>
---	--

<b>COMPUTATION OF VALUE:</b>		
<b>TEMPORARY PERMIT</b>		
1470 s.f. (Area) X \$0.16 /s.f		\$235.00
<b>LAND ACQUISITION, EASEMENT</b>		
2498 s.f. (Area) X \$1.60 / s.f. = \$3,997 (Appraiser rounded to \$4,000. Appraisal for Warranty Deed.)		\$4,000.00
Counteroffer - Easement in lieu of Warranty Deed		

**REMARKS:**

Signed:   
Land Matters, llc  
Deborah S. Poeder

Agreed to by:   
5633 Division Wyoming, LLC  
By: MGC Holdings, LLC, Member  
Robert Calkins, Manager  
*June 24, 2014*

For information call 616.791.9805

**\$4,235.00**



**City Manager's Office**

Telephone 616/530-7272

1155 - 28th Street, S.W., Box 905 Wyoming, Michigan 49509-0905

Web: [www.wyomingmi.gov](http://www.wyomingmi.gov)



July 7, 2014

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

Wyoming City Council  
Wyoming, Michigan

City Manager's Report No. 14-20

**Subject:** Acceptance of a Warranty Deed and Temporary Permit for Construction for 5751 Division Avenue, SW (Larry A. Drew and Sally Drew)

**Councilmembers:**

Larry A. Drew and Sally Drew, owners of 5751 Division Avenue, SW, have submitted the following described Warranty Deed and Temporary Permit. The Warranty Deed conveys permanent right-of-way to the City of Wyoming for the additional street width required to widen Division Avenue to five lanes. The Temporary Permit will allow additional access for construction and grading purposes. The Warranty Deed and Temporary Permit areas are shown on the attached Estimate of Just Compensation drawing. Both acquisitions are for the reconstruction and widening of Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street in 2015.

Grantor:	Larry A. Drew and Sally Drew
Parent Parcel:	41-17-36-476-013
Right-of-way Size	2,805 sf – Land Acquisition – Warranty Deed 5,445 sf – Land Acquisition – Existing 33' ROW 1,650 sf - Temporary Permit
Consideration:	\$15,627.28

It is recommended that the City Council accept the attached Warranty Deed and the Temporary Permit which have been approved as to form by the City Attorney.

Respectfully submitted,

Curtis L. Holt  
City Manager

Attachments: Warranty Deed  
Temporary Permit  
Estimate of Just Compensation

WARRANTY DEED

The Grantors, Larry A. Drew and Sally Drew, husband and wife, as tenants by the entireties, whose address is 5090 Madison Avenue, SE, Kentwood, Michigan 49548

DO HEREBY CONVEY AND WARRANT TO

City of Wyoming, a Michigan Municipal Corporation whose address is 1155 28th Street, SW, Wyoming, Michigan 49509, the real property located in the City of Wyoming, County of Kent, and State of Michigan, known and described as follows:

See Exhibit "A" attached hereto for Warranty Deed Area, Warranty Deed Legal Description and Property Legal Description

for the full consideration of Four Thousand Five Hundred Dollars and No Cents (\$4,500.00)

This Warranty Deed is given to convey land for Public Right-of-Way, and is subject to easements and restrictions of record.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants to the City of Wyoming the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288, of the Public Acts of 1967.

DATED: 6.10.14

Approved as a form: [Signature] Attorney for the City of Wyoming

GRANTORS: [Signature] Larry A. Drew [Signature] Sally Drew

STATE OF MICHIGAN ) )SS COUNTY OF KENT )

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 10th day of June, 2014 by Larry A. Drew and Sally Drew, husband and wife, as tenants by the entireties.

CRISTI LYNN HEASLEY Notary Public, State of Michigan County of Allegan My Commission Expires Feb. 22, 2019 Acting in the County of Kent, Michigan My Commission Expires: 2/22/19

Prepared by and after recording return to: Deborah S. Poeder Land Matters, llc 0-11230 Tallmadge Woods Drive Grand Rapids, MI 49534

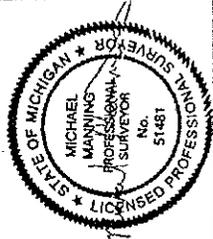
Legal Description Prepared by: Michael Manning, PS Meyers, Bueche & Nies, Inc. 1638 Leonard Street, NW Grand Rapids, MI 49504

**EXHIBIT A**

EAST 1/4 CORNER SEC. 36

**PROPERTY LEGAL DESCRIPTION (41-17-36-476-013):**  
 COMMENCING 1155 FEET SOUTH OF THE EAST 1/4 CORNER OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN; THENCE NORTH 165 FEET; THENCE WEST 878.2 FEET; THENCE SOUTH 165 FEET TO A POINT 879.5 FEET WEST OF POINT OF BEGINNING; THENCE EAST TO POINT OF BEGINNING.

**mbn**  
 meyers, bueche & nies, inc.  
 civil engineers/surveyors  
 1638 leonard st nw  
 grand rapids, mi 49504  
 616-457-5030  
 616-457-8244

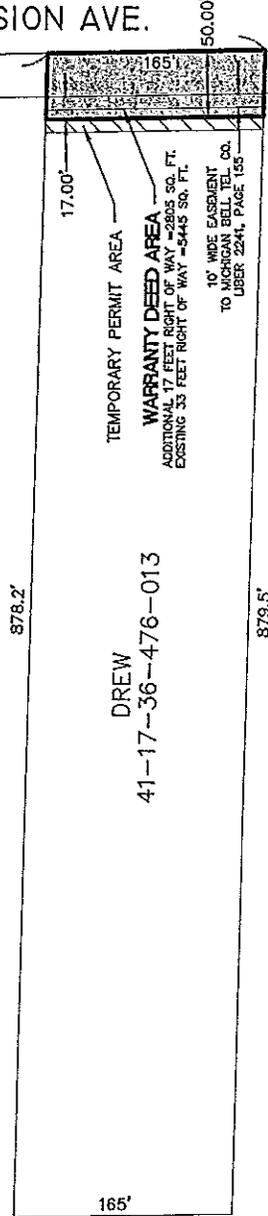


SCALE: 1"=100'

- LEGEND**
- IRON STAKE (SET)
  - IRON STAKE (FOUND)
  - FENCE
  - ▨ WARRANTY DEED AREA
  - ▩ TEMPORARY PERMIT AREA

DIVISION AVE.

33.00' EXISTING R/W



WARRANTY DEED AREA  
 ADDITIONAL 17 FEET RIGHT OF WAY - 2805 SQ. FT.  
 EXISTING 33 FEET RIGHT OF WAY - 5445 SQ. FT.

10' WIDE EASEMENT  
 TO MICHIGAN BELL TEL. CO.  
 USER 2241, PAGE 155

POINT OF BEGINNING

**WARRANTY DEED LEGAL DESCRIPTION:**  
 THE EAST 50 FEET (PERPENDICULAR MEASUREMENT) OF THE FOLLOWING DESCRIBED PARCEL:

COMMENCING 1155 FEET SOUTH OF THE EAST 1/4 CORNER OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN; THENCE NORTH 165 FEET; THENCE WEST 878.2 FEET; THENCE SOUTH 165 FEET TO A POINT 879.5 FEET WEST OF POINT OF BEGINNING; THENCE EAST TO POINT OF BEGINNING.

E. LINE SEC. 36

DATE: 11-22-13  
 PROJECT NUMBER: 13028-DREW

NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSMISSION TITLE COMMITMENT-96336MMS (DATED 10-12-12)

CITY OF WYOMING  
TEMPORARY PERMIT  
Parcel No. 41-17-36-476-013

The Grantors, Larry A. Drew and Sally Drew, husband and wife, as tenants by the entireties, whose address is 5090 Madison Avenue, SE, Kentwood, Michigan 49548

DO HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509 a Temporary Permit to change existing land contours, to remove trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, and other facilities as required for the Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street Reconstruction Project. All areas disturbed by the work in the Temporary Permit area will be properly restored. The Temporary Permit area is located on property in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Temporary Permit Area, Temporary Permit Legal Description, and Property Legal Description (Parcel No. 41-17-36-476-013)

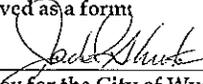
The Temporary Permit as referenced herein is granted and conveyed for the full consideration of Two Hundred Sixty Four Dollars and No Cents (\$264.00).

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street Reconstruction Project, including restoration of the Temporary Permit Area.

IN WITNESS, WHEREOF, the undersigned have hereunto set their hand this day and year as written.

DATED: 6.10.14

Approved as a form

  
\_\_\_\_\_  
Attorney for the City of Wyoming

GRANTORS:

  
\_\_\_\_\_  
Larry A. Drew

  
\_\_\_\_\_  
Sally Drew

Prepared by and return to:  
Deborah S. Poeder  
Land Matters, LLC  
O-11230 Tallmadge Woods Drive  
Grand Rapids, MI 49534

Legal Description by:  
Michael Manning, P.S.  
Meyers, Bueche & Nies, Inc.  
1638 Leonard Street, NW  
Grand Rapids, MI 49504

**EXHIBIT A**

**PROPERTY LEGAL DESCRIPTION (41-17-36-476-013):**  
 COMMENCING 1155 FEET SOUTH OF THE EAST 1/4 CORNER OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN; THENCE NORTH 165 FEET; THENCE WEST 878.2 FEET; THENCE SOUTH 165 FEET TO A POINT 879.5 FEET WEST OF POINT OF BEGINNING; THENCE EAST TO POINT OF BEGINNING.

EAST 1/4 CORNER SEC. 36

**mbn**  
 meyers, buechle & nies, inc.  
 civil engineers/surveyors  
 1638 leonard st nw  
 grand rapids, mi 49504  
 616-457-5030  
 fax 616-457-8244

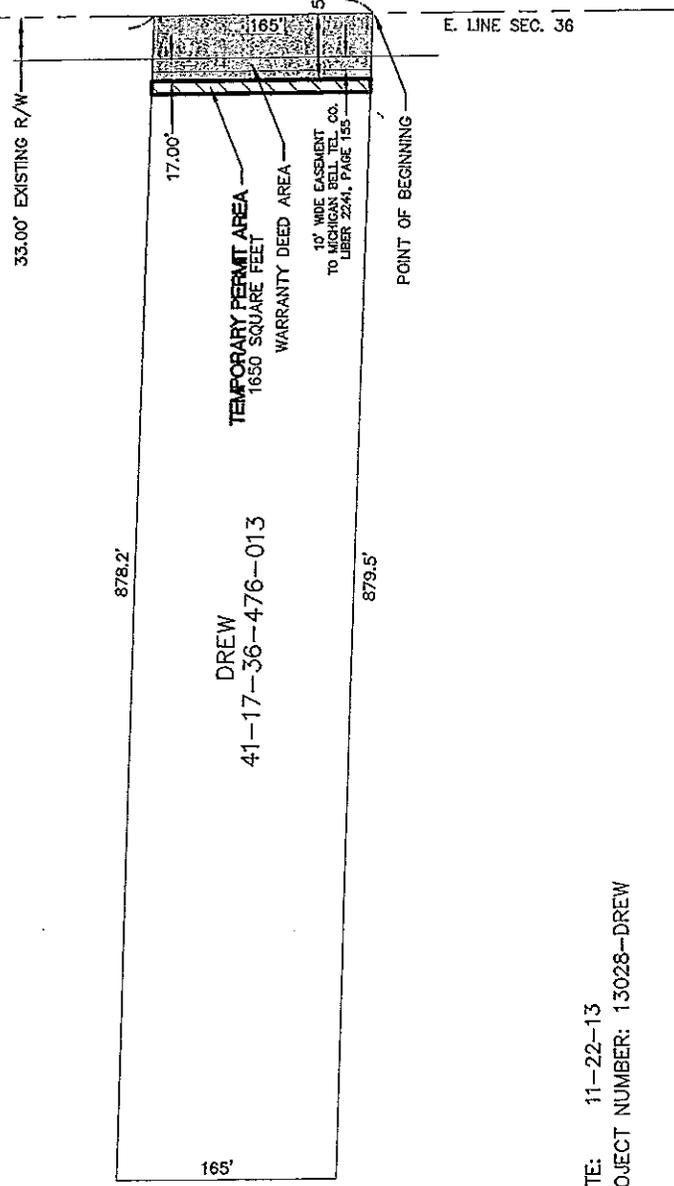


SCALE: 1"=100'

**LEGEND**

- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- ▨ WARRANTY DEED AREA
- ▩ TEMPORARY PERMIT AREA

**DIVISION AVE.**



**TEMPORARY PERMIT LEGAL DESCRIPTION:**  
 THE WEST 10 FEET OF THE EAST 60 FEET (PERPENDICULAR MEASUREMENT) OF THE FOLLOWING DESCRIBED PARCEL:  
 COMMENCING 1155 FEET SOUTH OF THE EAST 1/4 CORNER OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN; THENCE NORTH 165 FEET; THENCE WEST 878.2 FEET; THENCE SOUTH 165 FEET TO A POINT 879.5 FEET WEST OF POINT OF BEGINNING; THENCE EAST TO POINT OF BEGINNING.

DREW  
 41-17-36-476-013

DATE: 11-22-13  
 PROJECT NUMBER: 13028-DREW

NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSMISSION TITLE COMMITMENT-96336WMS (DATED 10-12-12)

**CITY OF WYOMING  
ESTIMATE OF JUST COMPENSATION**

**PROJECT:** Reconstruction of Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street

**PURPOSE OF REPORT:** The purpose of this report is to estimate the Fair Market Value of the land to be acquired and to estimate the Just Compensation for the conveyance of land and the granting of permanent and temporary Easements. The compensation will be based upon the land values obtained from the Wyoming Assessor's Records. This method of compensation is authorized by the Wyoming City Council per Resolution No. 13464 (City Policy Manual).

<b>SITE DATA:</b>		Permanent Parcel No.: 41-17-36-476-013
Parcel:	Larry A. Drew and Sally Drew	Land Use: Industrial Size: 3.20 Ac (total)
Address:	5751 Division Avenue SW	Zoning: 301

<p><b>ACQUISITION DESCRIPTION:</b></p> <p>Square foot values based on Appraisal by Maturen &amp; Associates, Inc. Review Appraisal by R.S. Thomas &amp; Associates, Inc.</p> <p>Summary of Costs:</p> <p><u>Warranty Deed:</u> A generally rectangular parcel of land adjacent to the Division Avenue Right-of-Way as shown on sketch.</p> <p>Area: 2805 s.f. (Additional 17') 5445 s.f. (Existing 33')</p> <p><u>Temporary Permit:</u> A generally rectangular parcel of land adjacent to the above referenced Warranty Deed Area.</p> <p>Area: 1650 s.f.</p> <p><u>Land Improvements (Asphalt)</u></p> <p>Area: 1200 s.f.</p>	<p><b>SKETCH:</b></p>
---	-----------------------

<b>COMPUTATION OF VALUE:</b>			
Land Improvements (Asphalt)			\$3,400.00
Relocation of Business Sign and related facilities for the sign, (Including compliance with current zoning regulations) and Removal of abandoned Sign Pole and "Stub" Pole			\$7,463.28
Temporary Permit	1650 s.f. (Area) X	\$0.16 /s.f	\$264.00
Land Acquisition, Warranty Deed	2805 s.f. (Area) X	\$1.60 / s.f. = \$4,488 (Appraiser rounded to \$4,500)	\$4,500.00

REMARKS:

**\$15,627.28**

Signed: \_\_\_\_\_  
Land Matters, llc  
Deborah S. Poeder

For information call 616.791.9805

Agreed to by: Larry A. Drew  
Larry A. Drew

Sally Drew  
Sally Drew



**City Manager's Office**

Telephone 616/530-7272

1155 - 28th Street, S.W., Box 905 Wyoming, Michigan 49509-0905

Web: [www.wyomingmi.gov](http://www.wyomingmi.gov)



July 7, 2014

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

Wyoming City Council  
Wyoming, Michigan

City Manager's Report No. 14-21

Subject: Acceptance of a Warranty Deed and Temporary Permit for Construction for 5811 Division Avenue, SW (Lawrence E. Kaiser Trust)

Councilmembers:

Lawrence E. Kaiser Trust, owner of 5811 Division Avenue, SW, has submitted the following described Warranty Deed and Temporary Permit. The Warranty Deed conveys permanent right-of-way to the City of Wyoming for the additional street width required to widen Division Avenue to five lanes. The Temporary Permit will allow additional access for construction and grading purposes. The Warranty Deed and Temporary Permit areas are shown on the attached Estimate of Just Compensation drawing. Both acquisitions are for the reconstruction and widening of Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street in 2015.

Grantor:	Lawrence E. Kaiser Trust
Parent Parcel:	41-17-36-476-036
Right-of-way Size	8,659 sf – Land Acquisition – Warranty Deed 5,834 sf - Temporary Permit
Consideration:	\$16,337.00

It is recommended that the City Council accept the attached Warranty Deed and the Temporary Permit which have been approved as to form by the City Attorney.

Respectfully submitted,

Curtis L. Holt  
City Manager

Attachments: Warranty Deed  
Temporary Permit  
Estimate of Just Compensation

WARRANTY DEED

The Grantor, Lawrence E. Kaiser, as Trustee of the Lawrence E. Kaiser Trust, under a Trust Agreement dated September 13, 2004, whose address is 3091 Rush Creek Drive, SW, Byron Center, MI 49315

DOES HEREBY CONVEY AND WARRANT TO

City of Wyoming, a Michigan Municipal Corporation whose address is 1155 28th Street, SW, Wyoming, Michigan 49509, the real property located in the City of Wyoming, County of Kent, and State of Michigan, known and described as follows:

See Exhibit "A" attached hereto for Warranty Deed Area, Warranty Deed Legal Description and Property Legal Description

for the full consideration of Thirteen Thousand Eight Hundred Fifty Four Dollars and No Cents (\$13,854.00)

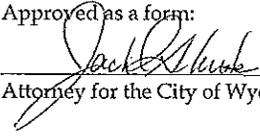
This Warranty Deed is given to convey land for Public Right-of-Way, and is subject to easements and restrictions of record.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants to the City of Wyoming the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288, of the Public Acts of 1967.

DATED: June 3, 2014

Approved as a form:

  
\_\_\_\_\_  
Attorney for the City of Wyoming

GRANTOR:

Lawrence E. Kaiser  
Lawrence E. Kaiser, as Trustee of the  
Lawrence E. Kaiser Trust, under a Trust  
Agreement dated September 13, 2004

STATE OF MICHIGAN )  
 )SS  
COUNTY OF Kent )

The foregoing instrument was acknowledged before me in Kent County, Michigan on this  
3rd day of June, 2014, by Lawrence E. Kaiser, as Trustee of the  
Lawrence E. Kaiser Trust, under a Trust Agreement dated September 13, 2004.

KELLY JACOBSEN  
Notary Public, State of Michigan  
County of Ottawa  
My Commission Expires: 6/21/2017  
Acting in the County of Kent

Kelly Jacobson  
Kelly Jacobson, Notary Public  
Ottawa County, Michigan  
Acting in Kent County, Michigan  
My Commission Expires: 6/21/2017

Prepared by and after recording return to:  
Deborah S. Poeder  
Land Matters, Ilc  
0-11230 Tallmadge Woods Drive  
Grand Rapids, MI 49534

Legal Description Prepared by:  
Michael Manning, PS  
Meyers, Bueche & Nies, Inc.  
1638 Leonard Street, NW  
Grand Rapids, MI 49504



# EXHIBIT A

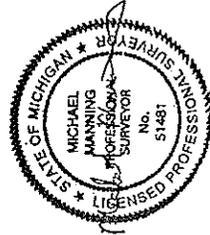
## WARRANTY DEED LEGAL DESCRIPTION

THE EAST 50 FEET (PENDICULAR MEASUREMENT) OF THE FOLLOWING DESCRIBED PARCEL:

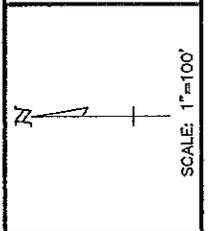
THE NORTH 580 FEET OF THE FOLLOWING DESCRIPTION: PART OF THE SOUTHEAST 1/4, COMMENCING 370 FEET NORTH OF THE SOUTHEAST CORNER OF THE SECTION; THENCE WEST 893.5 FEET; THENCE NORTH TO A POINT 1155 FEET SOUTH OF AND 879.6 FEET WEST OF THE EAST 1/4 CORNER; THENCE EAST 879.6 FEET TO THE EAST SECTION LINE; THENCE SOUTH TO THE PLACE OF BEGINNING; SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN.

EXCEPTING THEREFROM THE FOLLOWING PARCEL:

PART OF THE SOUTHEAST 1/4, SECTION 36, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 00 DEGREES 00 MINUTES WEST 1291.40 FEET ALONG THE EAST LINE OF SAID SECTION; THENCE NORTH 87 DEGREES 48 MINUTES 35 SECONDS WEST 33.02 FEET ALONG THE SOUTH LINE OF THE NORTH 1356.50 FEET OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 87 DEGREES 48 MINUTES 35 SECONDS WEST 301.98 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 65.05 FEET; THENCE SOUTH 87 DEGREES 48 MINUTES 35 SECONDS EAST 301.98 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 65.05 FEET ALONG THE R.O.W. LINE OF DIVISION AVENUE TO THE PLACE OF BEGINNING.



**mon**  
 meyers, busche & nies, inc.  
 civil engineers/surveyors  
 1638 leonard st nw  
 grand rapids, mi 49504  
 616-457-5030  
 fax 616-457-8244



LEGEND	
●	IRON STAKE (SET)
○	IRON STAKE (FOUND)
—	FENCE
▭	WARRANTY DEED AREA
▨	TEMPORARY PERMIT AREA

DATE: 3-01-14  
 PROJECT NUMBER: 13028-KAIS  
 NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSNATION  
 TITLE COMMITMENT-96282WMS (DATED 10-12-12)

CITY OF WYOMING  
TEMPORARY PERMIT  
Parcel No. 41-17-36-476-036

The Grantor, Lawrence E. Kaiser, as Trustee of the Lawrence E. Kaiser Trust, under a Trust Agreement dated September 13, 2004, whose address is 3091 Rush Creek Drive, SW, Byron Center, MI 49315

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509, a Temporary Permit to change existing land contours, to remove trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, and other facilities as required for the Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street Reconstruction Project. All areas disturbed by the work in the Temporary Permit area will be properly restored. The Temporary Permit area is located on property in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Temporary Permit Area, Temporary Permit Legal Description, and Property Legal Description (Parcel No. 41-17-36-476-036)

The Temporary Permit as referenced herein is granted and conveyed for the full consideration of Nine Hundred Thirty-Three Dollars and No Cents (\$933.00).

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street Reconstruction Project, including restoration of the Temporary Permit Area.

IN WITNESS, WHEREOF, the undersigned have hereunto set their hand this day and year first above written.

DATED: June 3, 2014

Approved as a form:

Jade L. Hub  
Attorney for the City of Wyoming

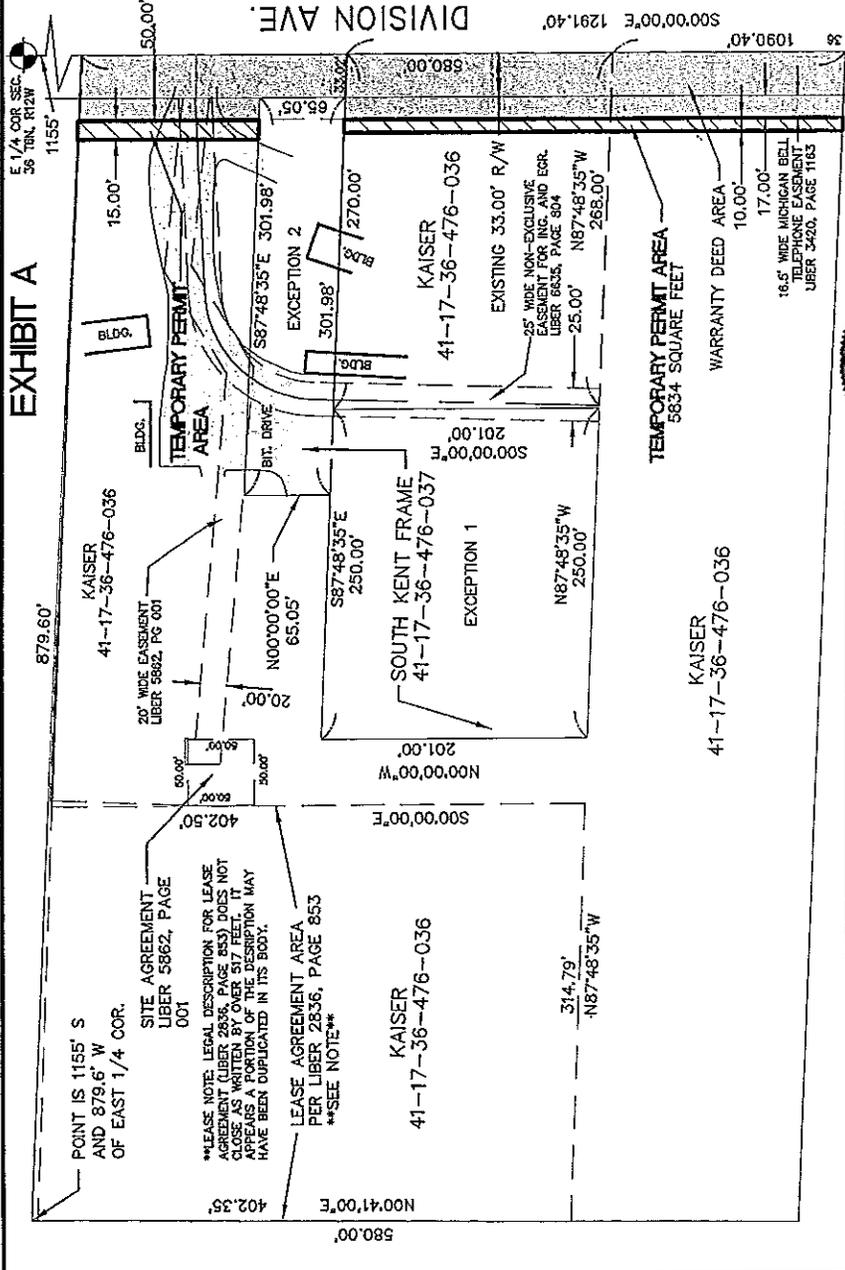
GRANTOR:

Lawrence E. Kaiser  
Lawrence E. Kaiser, as Trustee of the  
Lawrence E. Kaiser Trust, under a Trust  
Agreement dated September 13, 2004

Prepared by and return to:  
Deborah S. Poeder  
Land Matters, LLC  
O-11230 Tallmadge Woods Drive  
Grand Rapids, MI 49534

Legal Description by:  
Michael Manning, P.S.  
Meyers, Bueche & Nies, Inc.  
1638 Leonard Street, NW  
Grand Rapids, MI 49504

**EXHIBIT A**

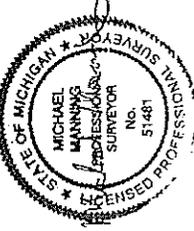


DATE: 3-01-14  
PROJECT NUMBER: 13028-KAIS

**PROPERTY LEGAL DESCRIPTION (41-17-36-476-036):**  
THE NORTH 1/4 CORNER OF THE FOLLOWING DESCRIPTION: PART OF THE NORTH 1/4 COMMENCING 370 FEET NORTH OF THE SOUTHEAST CORNER OF THE SECTION; THENCE WEST 863.5 FEET; THENCE NORTH TO A POINT 1155 FEET SOUTH OF AND 879.6 FEET WEST OF THE EAST 1/4 CORNER; THENCE EAST 879.6 FEET TO THE EAST SECTION LINE; THENCE SOUTH TO THE PLACE OF BEGINNING; SECTION 36, TOWN 8 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN.  
EXCEPTING THEREFROM THE FOLLOWING 2 PARCELS:

**EXCEPTION 1:**  
THAT PART OF THE SOUTHEAST 1/4, SECTION 36, T8N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS 35 SECONDS 00 MINUTES WEST 1291.40 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 87 DEGREES 48 MINUTES 35 SECONDS WEST 270.00 FEET ALONG THE SOUTH LINE OF THE NORTH 1/4 SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES WEST 201.00 FEET; THENCE NORTH 87 DEGREES 48 MINUTES 35 SECONDS WEST 250.00 FEET TO THE PLACE OF BEGINNING, SUBJECT TO AND TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR IMPRESS AND EGRESS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 00 DEGREES 00 MINUTES WEST 1094.47 DEGREES 48 MINUTES 35 SECONDS WEST 288.00 FEET TO THE PLACE OF BEGINNING OF THE CENTERLINE OF A 25.00 FOOT WIDE STRIP OF LAND; THENCE NORTH 01 DEGREES 28 MINUTES EAST 215.87 FEET; THENCE NORTHEASTERLY 127.09 FEET ON AN 8500 FOOT RADIUS CURVE TO THE RIGHT; THE CHORD OF WHICH BEARS NORTH 44 DEGREES EAST 119.82 FEET TO A POINT ON THE WEST LINE OF DIVISION AVENUE AND THE PLACE OF ENDING OF THE CENTERLINE OF SAID 25.00 FOOT STRIP OF LAND.

**EXCEPTION 2:**  
SOUTHEAST 1/4, SECTION 36, T8N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 00 DEGREES 00 MINUTES WEST 1291.40 FEET ALONG THE EAST LINE OF SAID SECTION; THENCE NORTH 87 DEGREES 48 MINUTES 35 SECONDS WEST 330.02 FEET ALONG THE SOUTH LINE OF THE NORTH 1/4 SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES WEST 301.98 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST 65.05 FEET; THENCE SOUTH 87 DEGREES 48 MINUTES 35 SECONDS EAST 301.98 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 65.05 FEET ALONG THE R.O.W. LINE OF DIVISION AVENUE TO THE PLACE OF BEGINNING.



**mon**  
meyers, buache & nies, inc.  
civil engineers/surveyors  
1638 leonard st nw  
grand rapids, mi 49504  
616-457-5030  
fax 616-457-8244

<b>LEGEND</b>	SCALE: 1"=100'
● IRON STAKE (SET)	
○ IRON STAKE (FOUND)	
— FENCE	
▭ WARRANTY DEED AREA	
▨ TEMPORARY PERMIT AREA	

# EXHIBIT A

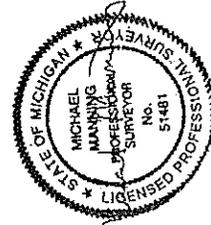
**TEMPORARY PERMIT LEGAL DESCRIPTION:**

THE WEST 10 FEET OF THE EAST 60 FEET (PENDICULAR MEASUREMENTS) OF THE FOLLOWING DESCRIBED PARCEL LYING SOUTH OF THE SOUTH LINE OF THE FOLLOWING DESCRIBED EXCEPTION; ALSO THE WEST 15 FEET OF THE EAST 85 FEET (PENDICULAR MEASUREMENTS) OF THE FOLLOWING DESCRIBED PARCEL LYING NORTH OF THE NORTH LINE OF THE FOLLOWING DESCRIBED EXCEPTION:

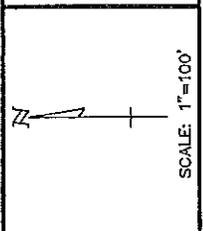
THE NORTH 580 FEET OF THE FOLLOWING DESCRIPTION: PART OF THE SOUTHEAST 1/4, COMMENCING 370 FEET NORTH OF THE SOUTHEAST CORNER OF THE SECTION; THENCE WEST 893.5 FEET; THENCE NORTH TO A POINT 1155 FEET SOUTH OF AND 879.6 FEET WEST OF THE EAST 1/4 CORNER; THENCE EAST 879.6 FEET TO THE EAST SECTION LINE; THENCE SOUTH TO THE PLACE OF BEGINNING; SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN.

EXCEPTING THEREFROM THE FOLLOWING PARCEL:

PART OF THE SOUTHEAST 1/4, SECTION 36, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 00 DEGREES 00 MINUTES WEST 1291.40 FEET ALONG THE EAST LINE OF SAID SECTION; THENCE NORTH 87 DEGREES 48 MINUTES 35 SECONDS WEST 33.02 FEET ALONG THE SOUTH LINE OF THE NORTH 1356.50 FEET OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 67 DEGREES 48 MINUTES 35 SECONDS WEST 301.98 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 65.05 FEET; THENCE SOUTH 87 DEGREES 48 MINUTES 35 SECONDS EAST 301.98 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 65.05 FEET ALONG THE R.O.W. LINE OF DIVISION AVENUE TO THE PLACE OF BEGINNING.



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LEGEND	
●	IRON STAKE (SET)
○	IRON STAKE (FOUND)
—	FENCE
▭	WARRANTY DEED AREA
▭	TEMPORARY PERMIT AREA

DATE: 3-01-14  
 PROJECT NUMBER: 13028-KAIS  
 NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSMISSION TITLE COMMITMENT-96282WMS (DATED 10-12-12)

**CITY OF WYOMING  
ESTIMATE OF JUST COMPENSATION**

**PROJECT:** Reconstruction of Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street

**PURPOSE OF REPORT:** The purpose of this report is to estimate the Fair Market Value of the land to be acquired and to estimate the Just Compensation for the conveyance of land and the granting of permanent and temporary Easements. The compensation will be based upon the land values obtained from the Wyoming Assessor's Records. This method of compensation is authorized by the Wyoming City Council per Resolution No. 18464 (City Policy Manual).

**SITE DATA:** Permanent Parcel No.: 41-17-36-476-036  
 Parcel: Lawrence E. Kaiser Trust Land Use: Commercial Size: 10.20 Ac (total)  
 Address: 5811 Division Avenue SW Zoning: 201

<p><b>ACQUISITION DESCRIPTION:</b></p> <p>Square foot values based on Appraisal by Maturen &amp; Associates, Inc. Review Appraisal by R.S. Thomas &amp; Associates, Inc.</p> <p><b>Summary of Costs:</b></p> <p><u>Warranty Deed:</u> A generally rectangular parcel of land adjacent to the Division Avenue Right-of-Way as shown on sketch.</p> <p style="padding-left: 20px;">Area: 8659 s.f. (Additional 17') 19140 s.f. (Existing 33')</p> <p><u>Temporary Permit:</u> A generally rectangular parcel of land adjacent to the above referenced Warranty Deed Area.</p> <p style="padding-left: 20px;">Area: 5834 s.f.</p> <p><u>Land Improvements (Asphalt):</u></p> <p style="padding-left: 20px;">Area: 1020 s.f.</p>	<p><b>SKETCH:</b></p>
--	-----------------------

<b>COMPUTATION OF VALUE:</b>			
LAND IMPROVEMENTS (ASPHALT)			\$1,550.00
RELOCATION, REFABRICATION AND REFACING OF MAIN SIGN, FABRICATION OF TWO NEW DIRECTIONAL SIGNS, REMOVAL OF A WOOD ELECTRICAL SERVICE POLE AND RELATED ELECTRICAL FACILITES, AND REMOVAL / DISPOSAL OF FOUR LIGHT POLES - By City of Wyoming at project expense			N/A
TEMPORARY PERMIT			
5834 s.f. (Area) X \$0.16 /s.f			\$933.00
LAND ACQUISITION, WARRANTY DEED			
8659 s.f. (Area) X \$1.60 / s.f. (Offer amount based on surveyor calculation of area and appraisal square foot price)			\$13,854.00

**REMARKS:** The Agreement for Incidental Items is attached hereto and made a part of this Estimate of Just Compensation

Signed: \_\_\_\_\_  
 Land Matters, llc  
 Deborah S. Poeder

For information call 616.791.9805

**\$16,337.00**

Agreed to by: Lawrence E. Kaiser  
 Lawrence E. Kaiser Trust,  
 By: Lawrence E. Kaiser  
 Its: Trustee

Agreement for Incidental Items

Property Owner: Lawrence E. Kaiser, as Trustee of the Lawrence E. Kaiser Trust, under a Trust Agreement dated September 13, 2004

Property Address: 5811 Division Avenue, SW, Wyoming, MI 49548

Parcel Number: 41-17-36-476-036

Project: Division Avenue from 54<sup>th</sup> to 60<sup>th</sup> Improvement Project

In consideration of the above named Property Owner having granted a Warranty Deed to the City of Wyoming for public right of way for the above referenced project, the following is agreed:

Relocation, refabrication and refacing of the main sign, removal/disposal of two existing directional signs and fabrication and installation of two new directional signs, removal of a wood electrical service pole and related electrical facilities, and removal / disposal of four light poles on this parcel will be the responsibility of the City of Wyoming and will be paid for at project expense. The refacing of the main sign and the two new directional signs will generally be as shown on the attached Exhibit A. All sign work will meet current zoning regulations, and the new locations of said signs will be as mutually agreed between the Property Owner and the City of Wyoming, provided such new locations meet current zoning regulations.

The Property Owner hereby grants the City of Wyoming and its contractors/subcontractors and designees access to the Property Owner's property as necessary to accomplish the aforesaid work as referenced herein.

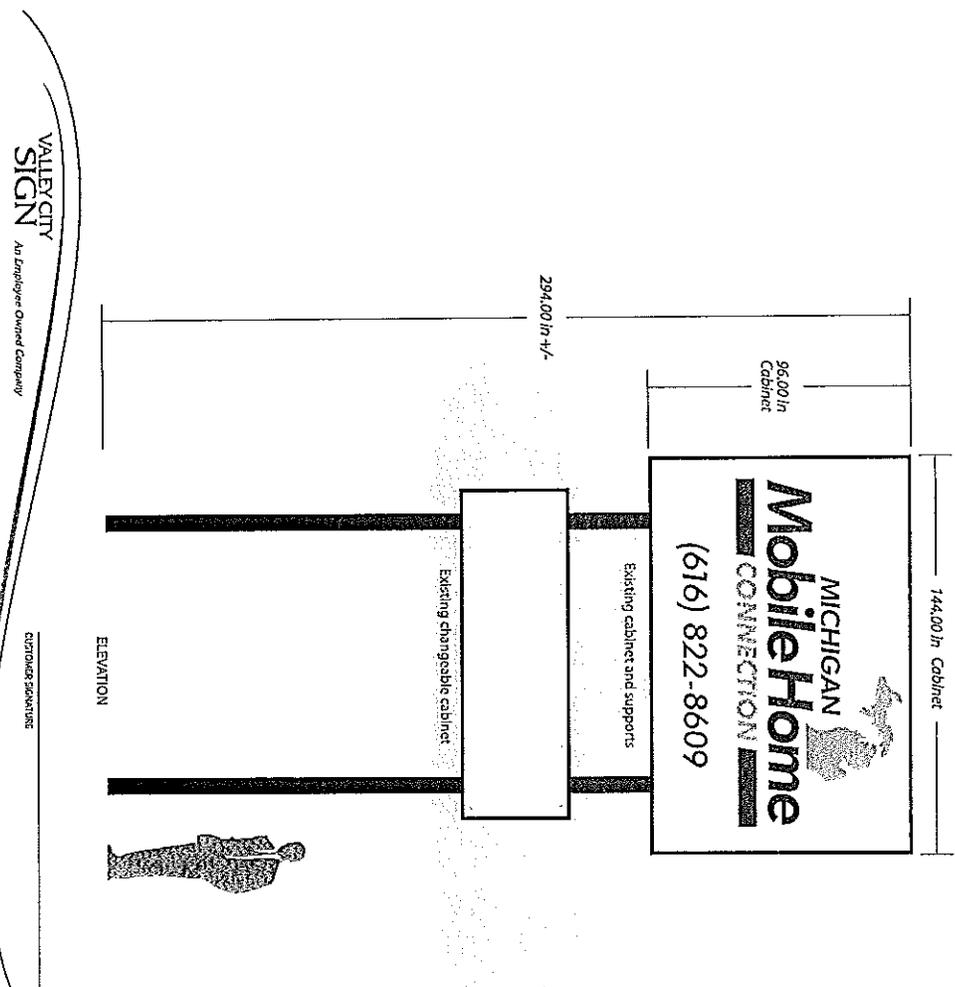
It is understood that the above is subject to final approval by the City of Wyoming and the above includes all agreements. No verbal agreements will be considered.

Prepared by: \_\_\_\_\_  
Deborah S. Poeder  
Land Matters, LLC  
Date

Accepted by: Lawrence E. Kaiser, 10/3/14  
Lawrence E. Kaiser  
Trustee of the Lawrence E. Kaiser Trust, under a  
Trust Agreement dated September 13, 2004  
Date

Approved by: Curtis Holt 6.25.14  
Curtis Holt, City Manager  
City of Wyoming  
Date

**EXHIBIT A**  
Sheet 1 of 2



- REPLACEMENT FACES:**
- Faces to be Paragraphics III
  - Surface applied vinyl graphics and text



**CONCEPT**  
**DRAWING #150,999A-1**  
TWO (2) REPLACEMENT FACES FOR EXISTING D/F  
PYLON SIGN  
SCALE: 1/4" = 1'-0"

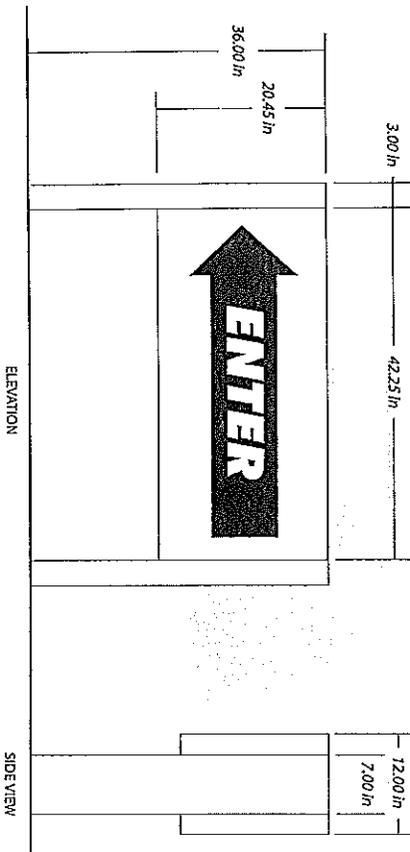
**PROJECT:** Michigan Mobile Home  
**PHOTOGRAPH DATE:** 5-28-14  
**DESIGNER:** SV  
**REVISIONS:** SV  
**SALES:** JC

5609 West River Drive • Commerce Park, MI 48321 • Phone: 734.242.3271 • Fax: 616.242.3240 • www.valleycitysign.com

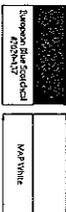
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**VALLEY CITY SIGN**  
An Employee Owned Company

**EXHIBIT A**  
**Sheet 2 of 2**



- CONCEPT:**
- Series 12, Cabinet
  - Access Frame, Slide Retainers
  - Series 7, Rectangular Posts
  - White Lexan Faces
  - Surface applied vinyl graphics and text
  - Internally illuminated, 120 volt



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**CONCEPT**  
**DRAWING #151,408B**  
 TWO (2) D/F INTERNALLY ILLUMINATED DIRECTIONAL SIGNS  
 SCALE: 3/4" = 1'-0"  
 PROJECT: Michigan Mobile Home  
 PHOTOGRAPHIC: \_\_\_\_\_ DESIGNER: SV  
 DATE: 5.28.14 REVISIONS: SV(2)  
 HOUR: 5+4+25 SALES: JC

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: July 7, 2014**

**Budget Amendment No. 001**

**To the Wyoming City Council:**

A budget amendment is requested for the following reason: To appropriate \$196,160 of budgetary authority and recognize related grant revenue for the Cooperative 21st Century Community Learning Center Agreement (Cohort G) with Wyoming Public Schools resolution 24835 date 6/16/2014.

<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>				
Federal Grant Cohort G Grant Revenue 208-526.002	\$49,940	\$146,220		\$196,160
Parks & Recreation - 21st Century Cohort G Grant - 2015 - Salaries 208-752-76108-706.000	\$27,640		\$20,080	\$7,560
Parks & Recreation - 21st Century Cohort G Grant - 2015 - Salaries - Temporary 208-752-76108-707.000	\$0	\$157,540		\$157,540
Parks & Recreation - 21st Century Cohort G Grant - 2015 - FICA 208-752-76108-715.000	\$2,160	\$10,470		\$12,630
Parks & Recreation - 21st Century Cohort G Grant - 2015 - Hospitalization 208-752-76108-716.000	\$9,350		\$6,080	\$3,270
Parks & Recreation - 21st Century Cohort G Grant - 2015 - Life Insurance 208-752-76108-717.000	\$40		\$30	\$10
Parks & Recreation - 21st Century Cohort G Grant - 2015 - Pension 208-752-76108-718.000	\$5,650		\$4,060	\$1,590
Parks & Recreation - 21st Century Cohort G Grant - 2015 - Pension DC Plan 208-752-76108-718.100	\$2,220		\$1,610	\$610
Parks & Recreation - 21st Century Cohort G Grant - 2015 - Pension Retiree Health - DC Plan 208-752-76108-718.200	\$1,230		\$870	\$360
Parks & Recreation - 21st Century Cohort G Grant - 2015 - Workers Comp. Ins. 208-752-76108-719.000	\$700	\$3,430		\$4,130
Parks & Recreation - 21st Century Cohort G Grant - 2015 - CIP and Longevity 208-752-76108-721.000	\$480	(\$480)		\$0
Parks & Recreation - 21st Century Cohort G Grant - 2015 - Operating Supplies 208-752-76108-740.000	\$0	\$4,000		\$4,000
Parks & Recreation - 21st Century Cohort G Grant - 2015 - Liability Insurance 208-752-76108-910.000	\$470	\$2,290		\$2,760
Parks & Recreation - 21st Century Cohort G Grant - 2015 - Other Services 208-752-76108-956.000	\$0	\$1,700		\$1,700
Fund Balance/Working Capital (Fund 208)		\$ -	\$ -	

Recommended: Rosa B. Doms  
Finance Director

[Signature]  
City Manager

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

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

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

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: July 7, 2014**

**Budget Amendment No. 002**

**To the Wyoming City Council:**

A budget amendment is requested for the following reason: To appropriate \$291,750 of budgetary authority and recognize related grant revenue for the Cooperative 21st Century Community Learning Center Agreement (Cohort H) with Wyoming Public Schools resolution 24835 date 6/16/2014.

<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>				
Federal Grant Cohort H Grant Revenue 208-526.003	\$49,940	\$241,810		\$291,750
Parks & Recreation - 21st Century Cohort H Grant - 2015 - Salaries 208-752-76109-706.000	\$27,640		\$16,840	\$10,800
Parks & Recreation - 21st Century Cohort H Grant - 2015 - Salaries - Temporary 208-752-76109-707.000	\$0	\$234,980		\$234,980
Parks & Recreation - 21st Century Cohort H Grant - 2015 - FICA 208-752-76109-715.000	\$2,160	\$16,650		\$18,810
Parks & Recreation - 21st Century Cohort H Grant - 2015 - Hospitalization 208-752-76109-716.000	\$9,350		\$4,680	\$4,670
Parks & Recreation - 21st Century Cohort H Grant - 2015 - Life Insurance 208-752-76109-717.000	\$40		\$20	\$20
Parks & Recreation - 21st Century Cohort H Grant - 2015 - Pension 208-752-76109-718.000	\$5,650		\$3,380	\$2,270
Parks & Recreation - 21st Century Cohort H Grant - 2015 - Pension DC Plan 208-752-76109-718.100	\$2,220		\$1,330	\$890
Parks & Recreation - 21st Century Cohort H Grant - 2015 - Pension Retiree Health - DC Plan 208-752-76109-718.200	\$1,230		\$730	\$500
Parks & Recreation - 21st Century Cohort H Grant - 2015 - Workers Comp. Ins. 208-752-76109-719.000	\$700	\$5,450		\$6,150
Parks & Recreation - 21st Century Cohort H Grant - 2015 - CIP and Longevity 208-752-76109-721.000	\$480	(\$480)		\$0
Parks & Recreation - 21st Century Cohort H Grant - 2015 - Operating Supplies 208-752-76109-740.000	\$0	\$6,000		\$6,000
Parks & Recreation - 21st Century Cohort H Grant - 2015 - Liability Insurance 208-752-76109-910.000	\$470	\$3,640		\$4,110
Parks & Recreation - 21st Century Cohort H Grant - 2015 - Other Services 208-752-76109-956.000	\$0	\$2,550		\$2,550
Fund Balance/Working Capital (Fund 208)		\$ -	\$ -	

Recommended: *Bora B. Dome*  
Finance Director

*C. J. ...*  
City Manager

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

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

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

**CITY OF WYOMING BUDGET AMENDMENT**

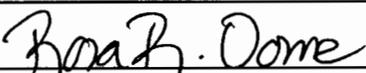
**Date: July 7, 2014**

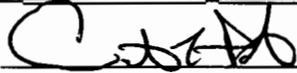
**Budget Amendment No. 003**

**To the Wyoming City Council:**

A budget amendment is requested for the following reason: To appropriate \$485,850 of budgetary authority and recognize related grant revenue for the Cooperative 21st Century Community Learning Center Agreement (Cohort I-1) with Wyoming Public Schools resolution 24835 date 6/16/2014.

<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>				
Federal Grant Cohort I-1 Grant Revenue 208-526.004	\$0	\$485,850		\$485,850
Parks & Recreation - 21st Century Cohort I-1 Grant - 2015 - Salaries 208-752-76109-706.000	\$0	\$17,820		\$17,820
Parks & Recreation - 21st Century Cohort I-1 Grant - 2015 - Salaries - Temporary 208-752-76109-707.000	\$0	\$391,610		\$391,610
Parks & Recreation - 21st Century Cohort I-1 Grant - 2015 - FICA 208-752-76109-715.000	\$0	\$31,330		\$31,330
Parks & Recreation - 21st Century Cohort I-1 Grant - 2015 - Hospitalization 208-752-76109-716.000	\$0	\$7,710		\$7,710
Parks & Recreation - 21st Century Cohort I-1 Grant - 2015 - Life Insurance 208-752-76109-717.000	\$0	\$30		\$30
Parks & Recreation - 21st Century Cohort I-1 Grant - 2015 - Pension 208-752-76109-718.000	\$0	\$1,510		\$1,510
Parks & Recreation - 21st Century Cohort I-1 Grant - 2015 - Pension DC Plan 208-752-76109-718.100	\$0	\$3,760		\$3,760
Parks & Recreation - 21st Century Cohort I-1 Grant - 2015 - Pension Retiree Health - DC Plan 208-752-76109-718.200	\$0	\$750		\$750
Parks & Recreation - 21st Century Cohort I-1 Grant - 2015 - Workers Comp. Ins. 208-752-76109-719.000	\$0	\$10,240		\$10,240
Parks & Recreation - 21st Century Cohort I-1 Grant - 2015 - CIP and Longevity 208-752-76109-721.000	\$0	\$0		\$0
Parks & Recreation - 21st Century Cohort I-1 Grant - 2015 - Operating Supplies 208-752-76109-740.000	\$0	\$10,000		\$10,000
Parks & Recreation - 21st Century Cohort I-1 Grant - 2015 - Liability Insurance 208-752-76109-910.000	\$0	\$6,840		\$6,840
Parks & Recreation - 21st Century Cohort I-1 Grant - 2015 - Other Services 208-752-76109-956.000	\$0	\$4,250		\$4,250
Fund Balance/Working Capital (Fund 208)		\$ -	\$ -	

Recommended:   
Finance Director

  
City Manager

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

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

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

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: July 7, 2014**

**Budget Amendment No. 004**

**To the Wyoming City Council:**

A budget amendment is requested for the following reason: To appropriate \$485,850 of budgetary authority and recognize related grant revenue for the Cooperative 21st Century Community Learning Center Agreement (Cohort I-2) with Wyoming Public Schools resolution 24835 date 6/16/2014.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b>Parks &amp; Recreation Fund</b>				
Federal Grant Cohort I-2 Grant Revenue 208-526.005	\$0	\$485,850		\$485,850
Parks & Recreation - 21st Century Cohort I-2 Grant - 2015 - Salaries 208-752-76109-706.000	\$0	\$17,820		\$17,820
Parks & Recreation - 21st Century Cohort I-2 Grant - 2015 - Salaries - Temporary 208-752-76109-707.000	\$0	\$391,610		\$391,610
Parks & Recreation - 21st Century Cohort I-2 Grant - 2015 - FICA 208-752-76109-715.000	\$0	\$31,330		\$31,330
Parks & Recreation - 21st Century Cohort I-2 Grant - 2015 - Hospitalization 208-752-76109-716.000	\$0	\$7,710		\$7,710
Parks & Recreation - 21st Century Cohort I-2 Grant - 2015 - Life Insurance 208-752-76109-717.000	\$0	\$30		\$30
Parks & Recreation - 21st Century Cohort I-2 Grant - 2015 - Pension 208-752-76109-718.000	\$0	\$1,510		\$1,510
Parks & Recreation - 21st Century Cohort I-2 Grant - 2015 - Pension DC Plan 208-752-76109-718.100	\$0	\$3,760		\$3,760
Parks & Recreation - 21st Century Cohort I-2 Grant - 2015 - Pension Retiree Health - DC Plan 208-752-76109-718.200	\$0	\$750		\$750
Parks & Recreation - 21st Century Cohort I-2 Grant - 2015 - Workers Comp. Ins. 208-752-76109-719.000	\$0	\$10,240		\$10,240
Parks & Recreation - 21st Century Cohort I-2 Grant - 2015 - CIP and Longevity 208-752-76109-721.000	\$0	\$0		\$0
Parks & Recreation - 21st Century Cohort I-2 Grant - 2015 - Operating Supplies 208-752-76109-740.000	\$0	\$10,000		\$10,000
Parks & Recreation - 21st Century Cohort I-2 Grant - 2015 - Liability Insurance 208-752-76109-910.000	\$0	\$6,840		\$6,840
Parks & Recreation - 21st Century Cohort I-2 Grant - 2015 - Other Services 208-752-76109-956.000	\$0	\$4,250		\$4,250
Fund Balance/Working Capital (Fund 208)		\$ -	\$ -	

Recommended: Roxa B. Dome  
Finance Director

C. J. A. B.  
City Manager

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

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

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

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

RESOLUTION OF APPRECIATION TO PATRICIA COHEN FOR HER SERVICE  
AS A MEMBER OF THE DOWNTOWN DEVELOPMENT AUTHORITY  
FOR THE CITY OF WYOMING

WHEREAS:

1. Patricia Cohen has served faithfully and effectively as a member of the Downtown Development Authority since March 18, 2013.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Patricia Cohen for her dedicated service as a member of the Downtown Development Authority.

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 July 7, 2014.

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

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

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

WHEREAS:

1. Tyler Jackson has served faithfully and effectively as a member of the Community Development Committee since March 4, 2013.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Tyler Jackson 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 July 7, 2014.

---

Heidi A. Isakson, Wyoming City Clerk

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

RESOLUTION OF APPRECIATION TO JAMES HAKE FOR HIS SERVICE  
AS A MEMBER OF THE RETIREMENT BOARD  
FOR THE CITY OF WYOMING

WHEREAS:

1. James Hake has served faithfully and effectively as a member of the Retirement Board since January 15, 1996.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to James Hake for his dedicated service as a member of the Retirement Board.

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 July 7, 2014.

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

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

RESOLUTION OF APPRECIATION TO CINDY FOREMAN FOR HER SERVICE  
AS A MEMBER OF THE WKTV COMMISSION  
OF THE CITY OF WYOMING

WHEREAS:

1. Cindy Foreman has served faithfully and effectively as a member of the WKTV Commission since September 2, 2008.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Cindy Foreman for her dedicated service as a member of the WKTV Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 7, 2014.

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

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

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF LAWRENCE WOOD  
AS A MEMBER OF THE CONSTRUCTION BOARD OF APPEALS  
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Lawrence Wood expired on June 30, 2014.
2. It is the recommendation of the City Manager to reappoint Lawrence Wood to serve as a member of the Construction Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to reappoint Lawrence Wood as a member of the Construction Board of Appeals for the City of Wyoming, Michigan for the regular term ending June 30, 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 July 7, 2014.

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

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

RESOLUTION TO REAPPOINT MEMBERS  
TO THE HISTORICAL COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members of the Historical Commission expired on June 30, 2014.
2. It is the desire of Mayor Jack A. Poll that members be reappointed to serve on the Historical Commission for the City of Wyoming:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Historical Commission</u>	
Shawn Snow	06/30/17
Rachel Connell	06/30/17

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby confirm the reappointment of members to the Historical Commission for the City of Wyoming to the terms so stated.

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 July 7, 2014.

---

Heidi A. Isakson, Wyoming City Clerk

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

RESOLUTION TO SET A PUBLIC HEARING TO ESTABLISH  
AN INDUSTRIAL DEVELOPMENT DISTRICT FOR LUMEN FLOW CORPORATION  
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. Lumen Flow Corporation has requested that the City establish an Industrial Development District for property located at 3685 Hagen Drive SE, Wyoming, Michigan, 49548.
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 July 21, 2014 at 7:01 p.m., at Wyoming City Hall, 1155 28<sup>th</sup> 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 3685 Hagen Drive SE, Wyoming, Michigan, 49548.
2. Notice of this hearing shall be given to the applicant, the Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: July 7, 2014.

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

ATTACHMENT:     Exhibit A - Legal Description

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

**EXHIBIT A**

**Legal Description**

**Address:** 3685 Hagen Drive SE, Wyoming, MI 49548

**Tax Parcel No.:** 41-18-19-126-051

**Legal Description:**

LOT 99 EX W 120 FT. KENT INDUSTRIAL CENTER #2

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

RESOLUTION TO APPROVE  
TRAFFIC CONTROL ORDERS NO. 3.04-14 AND 3.05-14

WHEREAS:

1. Traffic Control Orders No. 3.04-14 and 3.05-14, as set forth in the exhibits attached hereto and made a part of this Resolution, have been proposed in the City of Wyoming.
2. It is recommended by the City Traffic Engineer, as required by the Uniform Traffic Code for Cities, Townships and Villages, Part 2, Section R 28.1153, issued in October 2002 by the Commissioner of the Michigan State Police and adopted by the City of Wyoming, that said Traffic Control Orders should be approved by the City Council as permanent.

NOW, THEREFORE, BE IT RESOLVED:

1. That such final approval be and is hereby granted that the aforesaid Traffic Control Orders No 3.04-14 and 3.05-14 be made a permanent part of the Traffic Control Order files of the City of Wyoming.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 7, 2014.

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

ATTACHMENTS:

Traffic Control Order No. 3.04-14, with map  
Traffic Control Order No. 3.05-14, with map



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

www.wyomingmi.gov



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

July 7, 2014

PERMANENT  
TRAFFIC CONTROL ORDER NO. 3.04-14

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

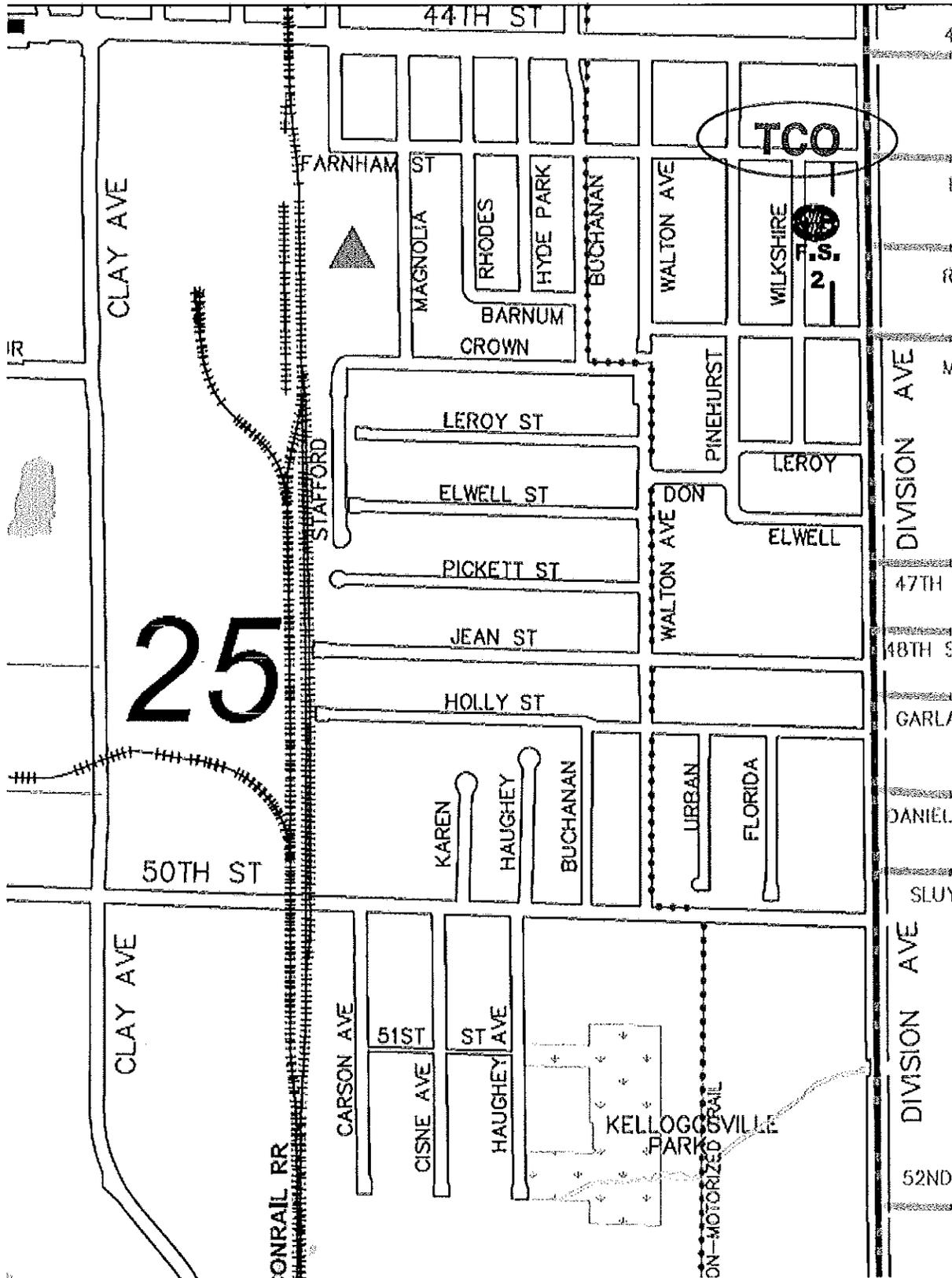
1. LOCATION:
  - a. Wilkshire Ave, both sides, from Farnham St south 50-feet
  - b. Farnham St, south side, from Wilkshire Ave east and west 50-feet
  
2. REGULATION:  
No parking anytime
  
3. SIGNS:  
"No Parking" with appropriate arrows
  
4. EFFECTIVE:  
Immediately

Authority,

  
William D. Dooley, P.E.  
Traffic Engineer

WDD:ks

cc: Police Services





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

www.wyomingmi.gov



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

July 7, 2014

PERMANENT  
TRAFFIC CONTROL ORDER NO. 3.05-14

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

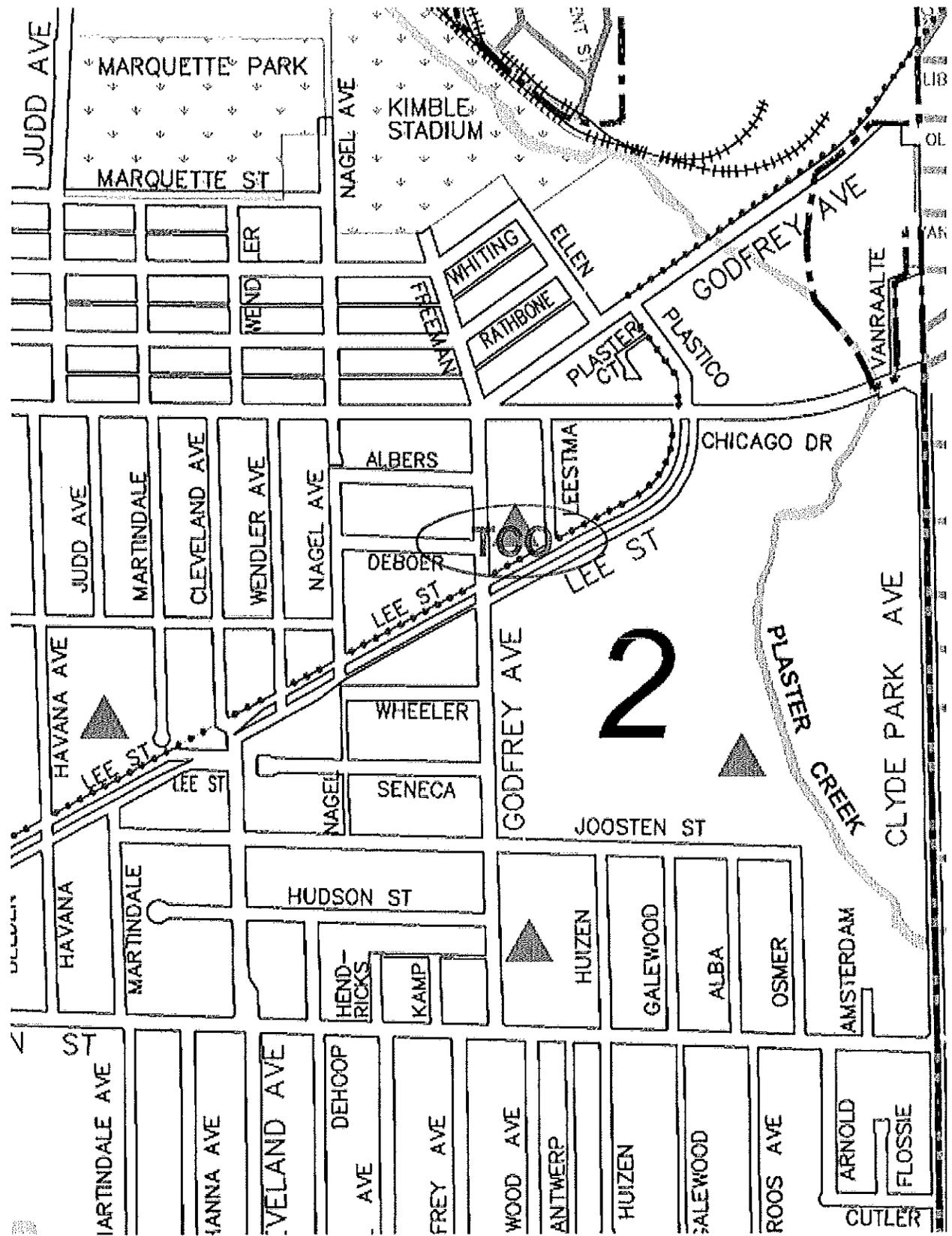
1. LOCATION:  
Godfrey Ave, east side, from Lee St north 230-feet
2. REGULATION:
  - a. Traffic Control Order No. 3.03-97, dated March 17, 1997, is hereby amended
  - b. No parking anytime during school hours
3. SIGNS:  
"No Parking During School Hours" with appropriate arrows
4. EFFECTIVE:  
Immediately

Authority,

  
William D. Dooley, P.E.  
Traffic Engineer

WDD:ks

cc: Police Services



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

RESOLUTION TO OPEN AND MAINTAIN A BANK ACCOUNT  
WITH THE HUNTINGTON NATIONAL BANK

WHEREAS:

1. The City of Wyoming uses The Huntington National Bank for a variety of banking services, including, but not limited to deposit accounts.
2. The Huntington National Bank requires a governmental entity to adopt certain binding resolutions and statements concerning how such banking services are established, authorized and managed, detailed in the attached "Resolutions to Open and Maintain a Bank Account."
3. The City Council has determined it is in the best interests of the City of Wyoming to provide such binding resolutions and statements, and to name the Authorized Persons who will be signatory to such financial transactions, which are the Interim Finance Director, Treasurer, and Deputy Treasurer.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming does hereby approve and adopt the attached "Resolutions to Open and Maintain a Bank Account" for The Huntington National Bank.

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 July 7, 2014.

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

**Copy of Resolutions to  
Open and Maintain a Bank Account**

The undersigned hereby certifies to The Huntington National Bank that: I am the

City Clerk

and, as such, I am familiar with the records and proceedings of:

City of Wyoming

(the "Public Entity"), a governmental entity duly organized and existing under the laws of the  
State of Michigan;

the following is a true, accurate and compared copy of resolutions duly adopted by the Public Entity, and that the resolutions have not been rescinded, modified or revoked and are in full force and effect.

RESOLVED, that:

- (i) The Huntington National Bank (the "Bank"), as a national banking association, is qualified under applicable law and regulations to be a depository for the Public Entity and is hereby designated as a depository of the Public Entity;
- (ii) one or more account(s) may be opened and maintained in the name of the Public Entity, in accordance with the rules and regulations or procedures of the Bank pertaining to such accounts as amended by the Bank from time to time, or as otherwise amended by a written agreement between the Public Entity and Bank;
- (iii) any of the individuals whose names are set forth in (iv), below or, whose genuine signatures appear on separate cards dated and filed with the Bank, (collectively the "Authorized Signatories" and individually an "Authorized Signatory") are hereby authorized to act individually on behalf of the Public Entity and in its name to:
  - a. sign checks, drafts, notes, bills of exchange, acceptances, or other orders for payment of funds from any account maintained by the Public Entity;
  - b. endorse checks, drafts, notes, bills, certificates of deposit, or other instruments owned or held by the Public Entity for deposit in any such account, or for collection or discount by the Bank;
  - c. identify, approve and guarantee the endorsements of any and all checks and drafts drawn by the Public Entity;
  - d. waive demand, protest, and notice of protest, or dishonor of any check, draft, note, bill, certificates of deposit or other instruments made, drawn, or endorsed by the Public Entity;
  - e. act for the Public Entity in the transaction of all other business (whether or not it is of the kind, nature or character specified in this certificate) on the Public Entity's behalf with the Bank, including but not limited to executing contracts and delegating person to engage in transaction in connection with such contracts;
  - f. open and maintain an account in the name of the Public Entity (any account so opened shall be bound by the provisions of this certificate);
  - g. certify to the Bank the names of the Authorized Signatories and shall certify such change to the Bank, and the Bank shall be fully protected in relying on such certification, or refusing to honor the signature of any individual not so certified;
  - h. delegate other person(s) to perform any of the foregoing acts;
- (iv) Authorized Signatories:

Name:	Title:
Rosa Ooms	Interim Finance Director
Andrea Boot	Treasurer
Traci Snyder	Deputy Treasurer

FURTHER RESOLVED, that:

- (i) the Bank is authorized to honor, receive, certify, or pay all instruments signed in accordance with this certificate even though drawn or endorsed to the order of any Authorized Signatory signing the same, tendered for cash, or in payment of a personal obligation or for deposit into a personal account of said Authorized Signatory and the Bank is not required or obligated to inquire into the circumstances of the issuance or use of any instrument signed in accordance with this certificate, or the application, or disposition of such instrument, or the proceeds thereof;
- (ii) overdrafts, if any, shall not be considered to be a loan; and
- (iii) the provisions of this certificate shall remain in full force and effect until written notice of its amendment or rescission shall have been received by the Bank and the Bank has a reasonable amount of time to act upon such notice, and that receipt of such notice shall not affect any action taken by the Bank prior thereto.

FURTHER RESOLVED, that the undersigned be, and hereby is, authorized and directed to certify to the Bank the foregoing resolutions and that the provisions thereof are in conformity with the laws and regulations governing the Public Entity.

I further certify that there is no provision in the law or regulations governing the Public Entity which limits the power of the Public Entity to pass the foregoing resolutions and that the same are in conformity with the law and regulations governing the Public Entity, have not be modified or rescinded and are in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Public Official:

Witness:

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

\_\_\_\_\_  
 Rhonda Galligan, Deputy City Clerk

**CITY COUNCIL  
CITY OF WYOMING  
Kent County, Michigan**

Council member \_\_\_\_\_, supported by Council member \_\_\_\_\_, moved the adoption of the following resolution:

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

**RESOLUTION APPROVING REMOVAL AND APPOINTMENT  
OF BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT**

WHEREAS, the City of Wyoming (the “City”) has appointed The Bank of New York Mellon Trust Company, N. A. (the “Bank of New York”) as the bond registrar, transfer agent and paying agent for certain bonds issued by the City; and

WHEREAS, the City desires to authorize the City Manager to remove the Bank of New York as bond registrar, transfer agent and paying agent and to appoint The Huntington National Bank to serve as successor bond registrar, transfer agent and paying agent.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City Manager or his designee (the “Authorized Officer”) is authorized to remove The Bank of New York as bond registrar, transfer agent and paying agent for such bond issues of the City as the City Manager in his discretion shall determine.

2. The Authorized Officer is further authorized to appoint The Huntington National Bank as successor bond registrar, transfer agent and paying agent for such bond issues of the City as he shall determine.

3. The Authorized Officer, the Clerk, the Treasurer, and the Finance Director, or any one or more of them, are authorized to take all actions necessary to implement this Resolution, including the payment of any termination fees, and to sign any document, agreements, or certificates required for this purpose.

4. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

YEAS: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

**CERTIFICATION**

As its Clerk, I certify that this is a true and complete copy of a resolution adopted by the City Council of the City of Wyoming, Kent County, Michigan, at a regular meeting held on \_\_\_\_\_, 2014.

Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Heidi Isakson, Clerk

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

RESOLUTION TO APPROVE A TAX SHARING AGREEMENT  
WITH THE DOWNTOWN DEVELOPMENT AUTHORITY AND  
KENT COUNTY

WHEREAS:

1. The City of Wyoming and the Downtown Development Authority entered into an agreement on February 6, 1999 with Kent County to exclude from DDA tax capture the senior millage and the County Correctional Facility millage.
2. Kent County has asked that the 1999 Tax Sharing Agreement with the City of Wyoming and the Downtown Development Authority be revised to include the Dedicated Veterans Millage, should that millage be approved by voters at the November 4, 2014 election.
3. Special Legal Counsel Scott Smith has drafted a proposed agreement, which is attached and presented for Council consideration.
4. The Downtown Development Authority Board of Directors approved the agreement at a regular meeting on July 1, 2014.

NOW, THEREFORE, BE IT RESOLVED:

1. The Tax Sharing Agreement between the City of Wyoming, the Downtown Development Authority and Kent County, excluding from DDA tax capture the senior millage, the Correctional Facility millage and the proposed Dedicated Veterans millage is approved, and the Mayor and City Clerk are authorized to sign the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: July 7, 2014

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

ATTACHMENTS:

Tax Sharing Agreement

## Staff Report

Date: July 2, 2014

Subject: "\*\*\*\*\*F F C"Vcz'Ecr wtg'Ci tggo gpv'y kj 'MgpvEqwpv{

From: Barbara VanDuren, Deputy City Manager and  
Executive Director of the Downtown Development Authority

Meeting Date: July 7, 2014

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### **Recommendation:**

It is recommended that the City Council and the Downtown Development Authority (DDA) enter into a Tax Sharing Agreement with Kent County. The proposed agreement replaces a similar agreement signed in 1999.

### **Sustainability Criteria:**

Environmental Quality – No impact.

Social Equity – The DDA's capture of some county property taxes in the tax increment finance district provides funds to improve the economic prospects and facilities of the DDA area in an equitable manner.

Economic Strength – The DDA's capture of some county property taxes in the tax increment finance district provides funds to improve the economic prospects and facilities of the DDA, and builds economic strength in the City.

### **Discussion:**

In 1999, the City of Wyoming and the Downtown Development Authority entered into an agreement with Kent County excluding from capture the County's property taxes for senior citizen services and the Kent County Correctional Facility. This agreement, developed after discussion and compromise with the Board of County Commissioners, preserved the ability of the DDA to capture the allowed portion of the Kent County operations millage.

Kent County has a proposed Dedicated Veteran's Millage on the November 4, 2014 ballot for veterans services. Kent County, while acknowledging no objection to the revised DDA plan adopted on January 6, 2014, has asked that if the proposed veterans millage passes, that it, too, be excluded from capture by the DDA.

Special Legal Counsel Scott Smith participated in drafting the proposed agreement. The Downtown Development Authority Board of Directors approved the agreement at their meeting on Tuesday, July 1, 2014.

**Budget Impact:**

The proposed Kent County veterans' services millage was not included in the revised DDA financing plan recently adopted when the base year values were reset, nor was it included in the fiscal year 2014-15 budget.

## TAX SHARING AGREEMENT

This Tax Sharing Agreement is made as of \_\_\_\_\_, 2014, among the City of Wyoming, a Michigan home rule city with offices at 1155 28<sup>th</sup> Street SW, Wyoming, MI 49509 (the "City"), the Downtown Development Authority of the City of Wyoming, a Michigan public body corporate with offices at 1155 28<sup>th</sup> Street SW, Wyoming, MI 49509 (the "DDA"), and the County of Kent, a Michigan county with offices at 300 Monroe Avenue NW, Grand Rapids, MI 49503 (the "County").

### RECITALS

- A. The City established the DDA pursuant to Public Act 197 of 1975, as amended, MCL 125.1651 *et seq.* ("Act 197").
- B. The DDA has adopted a tax increment financing plan to capture ad valorem real and personal property taxes and specific taxes.
- C. Act 197 authorizes the DDA to enter into agreements with the City and other taxing jurisdictions to share a portion of the captured assessed value.
- D. Because the DDA determines it to be in the best interests of the citizens of the City, the DDA wishes to share a portion of the captured assessed value with the County as provided in this Agreement.

### TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. Tax Sharing. Notwithstanding any provision to the contrary in the DDA's tax increment financing plan, the City shall, after collecting tax increment revenues, remit to the County the tax increment revenues generated from the application of the following voter-approved taxes against the captured assessed value from which the DDA would otherwise capture those tax increment revenues:
  - a. The millage for senior services first approved by the County's electors on November 3, 1998, as may be renewed or replaced from time to time by a vote of the County's electors;
  - b. The millage for the Kent County Correctional Facility first approved by the electors of the County on August 7, 1990, as may be renewed or replaced from time to time by a vote of the County's electors; and
  - c. The Dedicated Veteran's Millage, if approved by the County's electors on November 4, 2014, as it may be renewed or replaced from time to time by a vote of the County's electors.
2. Acknowledgment. The County has no objections to the DDA's current downtown development and tax increment financing plan amended by Ordinance No. 21-13 adopted by the Wyoming City Council on January 6, 2014.
3. Effective Date. This Agreement shall take effect on the date first stated above.
4. Miscellaneous. This is the entire agreement between the parties regarding its subject matter. The Agreement between the parties dated February 8, 1999, is specifically superseded. This Agreement may not be modified or amended except in writing signed by the parties. The captions are for reference only and shall not affect its interpretation. The recitals are an integral part of the Agreement.

The parties have signed this Agreement as of the date first written above.

*[Signatures on next page.]*

CITY OF WYOMING

DOWNTOWN DEVELOPMENT AUTHORITY  
OF THE CITY OF WYOMING

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

By: \_\_\_\_\_  
Douglas Kochneff, Chairperson

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

By: \_\_\_\_\_  
Barbara VanDuren, Secretary

COUNTY OF KENT

By: \_\_\_\_\_  
Dan Koorndyk, Chairperson  
Board of County Commissioners

By: \_\_\_\_\_  
Mary Hollinrake, Clerk

GRAPIDS 57721-1 325544v4

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

RESOLUTION TO WAIVE CERTAIN REQUIREMENTS  
OF CHAPTER 14 OF THE CODE OF THE CITY OF WYOMING  
AND TO PERMIT ALCOHOL CONSUMPTION AT A CITY PARK

WHEREAS:

1. The Community Enrichment Commission of the City of Wyoming has a concert event, Music and More Fest, scheduled for Lamar Park on Saturday, July 26, 2014.
2. The Community Enrichment Commission plans to partner with a non-profit charitable organization, Michigan JCI Senate, to secure a Special License to operate a beer tent during the event.
3. Section 14-178 (1) of the Code of Ordinances prohibits consumption of alcoholic beverages on the premises within 500 feet of an improved and equipped playground.
4. Section 14-178 (3) of the Code of Ordinances prohibits consumption of alcoholic beverages on the premises in residential zones.
5. Section 4(a) of the Administrative Policy Parks Rules and Regulations prohibits alcohol consumption in any City park.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming finds that the event proposed by the Community Enrichment Commission and its non-profit charitable organization partner Michigan JCI Senate to operate a duly licensed beer tent during the July 26, 2014 event at Lamar Park is in the best interests of the City.
2. Pursuant to Section 14-178 (7) of the Code of Ordinances, Sections 14-178 (1) and 14-178 (3) are hereby waived to permit the use of a Special License to operate a beer tent at said event.
3. The City Manager or his designee is authorized to waive the Administrative Policy prohibition of alcohol in City parks, subject to the terms of a facility rental permit issued by the Parks and Recreation Department.

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 July 7, 2014.

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

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

## Isakson, Heidi

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**From:** Brandon Simmons <brandonmsimmons@hotmail.com>  
**Sent:** Monday, June 30, 2014 2:45 PM  
**To:** Isakson, Heidi  
**Subject:** WCEC non-profit partner

Heidi,

Regarding our conversation, here is some information on our non-profit sponsor. Their name is "Michigan JCI Senate" and they are a division of the Jaycees International group. Their members have retired out of the Jaycees (which is limited to those 40 years and younger), but still wish to continue to support them. They have been in existence since 1975 and support the community-building activities of the Jaycees, and hold their own events as well. Our contact is Edonna Russell, who is on the Board of Directors as Secretary. They have ran multiple different fundraisers before, including beer/wine tents for the benefit of community and fundraising.

Thanks for your time,

*Brandon*  
231-735-5179

"Go confidently in the direction of your dreams."

-Thoreau

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
NONPROFIT CORPORATION INFORMATION UPDATE



2013

Due October 1, 2013

This report can be filed online at [www.michigan.gov/fileonline](http://www.michigan.gov/fileonline)

Identification Number <b>753153</b>	Corporation name MICHIGAN J.C.I. SENATE
Resident agent name and mailing address of the registered office  MICHAEL O'CONNELL 308 AVENUE D'LAFAYETTE MONROE MI 48162	
RECEIVED 20 AUG 14 2013 LARA FILED AUG 21 2013	
The address of the registered office  308 AVENUE D'LAFAYETTE MONROE MI 48162	Corporation Division

I certify that the board consists of 3 or more directors, and further certify that all directors' names and addresses are previously filed with the Department, and that no changes have occurred in required information since the last filed report. If you checked the box, proceed to item 6.

1. Mailing address of registered office in Michigan (may be a P.O. Box)	2. Resident Agent
3. The address of the registered office in Michigan (a P.O. Box may not be designated as the address of the registered office)	

4. Describe the purpose and activities of the corporation during the year covered by this report:  
*SUPPORT MICHIGAN JUNIOR CHAMBER OF COMMERCE & PROVIDE SCHOLARSHIPS*

5. NAME and BUSINESS OR RESIDENCE ADDRESS	
If different than President	President (Required) <i>SUSAN FELTOW 1849 ADDINGTON LN., ANN ARBOR, MI 48108</i>
	Secretary (Required) <i>EDONNA RUSSELL 2325 COLUMBWOOD AVE. SW, LYONING, MI 49519</i>
	Treasurer (Required) <i>WENDY KLINGE 977 KAY ST., MILAN, MI 48160</i>
	Vice President
Required 3 or more directors	Director (Required) <i>GARY BULLSON 43629 W. ARBORWAY DR. #125, CANTON, MI 48188</i>
	Director (Required) <i>VETTE SUTTON 5769 SUNSET TRAIL, YPSILANTI, MI 48197</i>
	Director (Required) <i>PATRI REITSMA 1729 OAKBROOK DR., JEMSON, MI 49428</i>

6. Report due October 1, 2013.  
**Filing Fee \$20.00.**

If no changes have occurred, this must be signed by the chairperson, vice-chairperson, president or vice-president.

Please make your check or money order payable to the State of Michigan. Include payment with completed report in the same envelope.  
Return to: Department of Licensing and Regulatory Affairs  
Corporations, Securities & Commercial Licensing Bureau  
Corporation Division  
P.O. Box 30767  
Lansing, MI 48909  
(517) 241-6470

OR File online at [www.michigan.gov/fileonline](http://www.michigan.gov/fileonline)

Signature of authorized officer or agent <i>M O'Connell</i>	Title <i>AGENT</i>	Date <i>7/28/13</i>	Phone (Optional)
--	-----------------------	------------------------	------------------

If more space is needed additional pages may be included. Do not staple any items to report. This report is required by Section 911, Act 162, Public Acts of 1982, as amended. Failure to file this report may result in the dissolution of the corporation.

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A  
RECREATIONAL FACILITIES AGREEMENT WITH UNITED CHURCH OUTREACH  
MINISTRY AND METRO HEALTH HOSPITAL

WHEREAS:

1. The City of Wyoming, United Church Outreach Ministry, and Metro Health Hospital have an established mission to promote and improve the community's quality of life.
2. Community gardens improve the quality of life for gardeners, reduce crime, preserve green space, stimulate social interaction and community development, encourage self-reliance and beautify neighborhoods while providing nutritious food and reducing family food budgets as well as creating new recreational and education opportunities outdoors.
3. The City of Wyoming has developed a Recreation Facilities Agreement to define the roles and responsibilities between itself, United Church Outreach Ministry, and Metro Health Hospital in the development, care and operations of a community garden within the City's Marquette Park.
4. The Recreation Facilities Agreement grants a non-exclusive, revocable license, attached as Exhibit A, between the City of Wyoming and United Church Outreach Ministry for a period ending on December 31, 2017.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby authorize the Mayor and City Clerk to enter into such an agreement with United Church Outreach Ministry and Metro Health Hospital.
2. The City council for the City of Wyoming does hereby authorize the Mayor and City Clerk to enter into a license with United Church Outreach Ministry.

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 July 7, 2014.

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

ATTACHMENT:    Recreation Facilities Agreement, License (Exhibit A)

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

## STAFF REPORT

Date: June 8, 2014

Subject: Marquette Park Community Garden – UCOM, Metro Health Collaborative

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: June 9, 2014

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**RECOMMENDATION:** It is recommended that the City Council:

1. Approve a Recreation Facilities Agreement between the City of Wyoming, United Church Outreach Ministry (UCOM), and Metro Health Hospital to provide for the development and operation of a community garden to be located within Marquette Park.

### **SUSTAINABILITY CRITERIA:**

Environmental Quality – Community gardens are created collaboratively and maintained by the public; provide designated areas for growing plants, sustainable food sources. Plots provide nutritious food and assist in beautifying neighborhoods.

Social Equity – Community gardens improve the quality of life for gardeners, reduce crime, preserve green space, stimulate social interaction and community development, encourage self-reliance and beautify neighborhoods while providing nutritious food and reducing family food budgets as well as creating new recreational and education opportunities outdoors.

Economic Strength – The proposed project leverages limited public, private, and non-profit financial and in-kind resources. Community gardens provide residents the opportunity to grow their own food sources, limiting the cash amount they spend on groceries. Excess food will be utilized by UCOM through its food pantry.

### **DISCUSSION:**

In general, a community garden is a space where gardeners grow nutritious produce on plots they would rent for the cost of maintaining the garden each year. Growing demand for community gardening has been represented in the City of Wyoming for many years. A need for community gardens is listed specifically on page 96 of the City of Wyoming 5-Year Recreation Master Plan. In addition, community gardens assist in meeting several of the Master Plan's goals, including:

Goal 3: As residential growth and diversity continues within the City, the outdoor areas owned by the City continue to grow in significance and face increased public usage. The City will continue to provide diversified experiences for the residents.

Goal 4: To continue to provide, as much as possible, maximum use of the parks and facilities by residents.

Goal 7: To actively manage the City's park lands through the evaluation of the park system to best match the proposed usage; and to maximize appropriate use and appearance of park property.

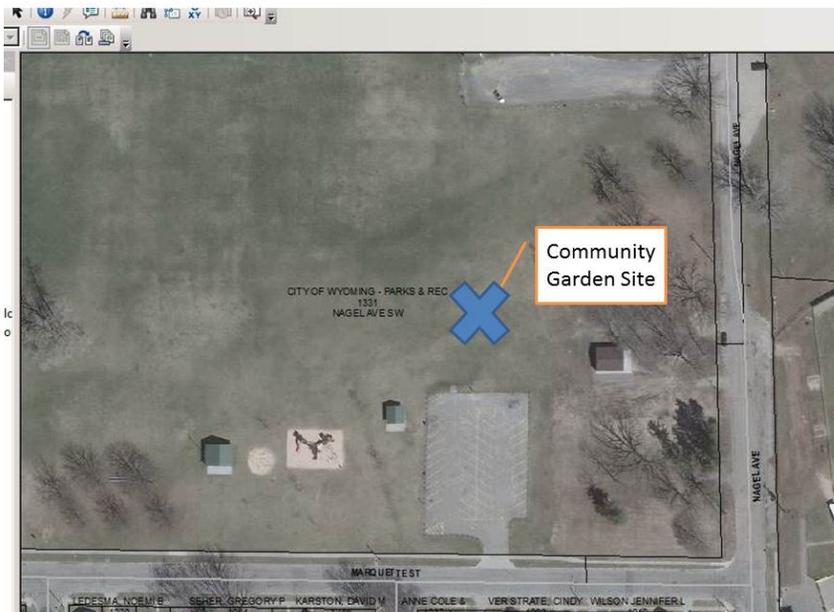
Goal 8: To effectively provide diverse and stimulating programs for City residents which remain contemporary and meet the varied interests of residents.

Goal 10: To effectively manage the financial resources of the Department through regular assessment, budgeting, and revenue generation.

Goal 11: To effectively maintain the parks for use and enjoyment by City residents.

To this end, I, with the endorsement of the Parks and Recreation Commission, have been working to establish a collaborative partnership to develop a community garden at Marquette Park. The area's community characteristics demonstrate a need and/or the opportunity for a gardens success:

- 1) Area is dominated by low and moderate income households that can benefit from a community garden.
- 2) The historical development pattern of housing reflects a dense development pattern, resulting in small lot sizes with limited open space for private gardens.
- 3) Marquette Park is strategically located within the neighborhood, providing for an ideal garden location; space of a garden is available.



Generally, the following partners and roles have been identified:

City of Wyoming – Provide the land and water for the garden. Staff shall act in a consultant role in its design and maintenance, and as a citizen referral resource.

UCOM – Provide for the operation and maintenance of the garden. This will include enrollment of the gardeners and construction of the plots.

Metro Health Hospital – Provide for the funding of the garden’s construction, including fencing, planter beds, signage, etc.

An agreement has been drafted affirming each partner’s role. At this time both the City Attorney and UCOM have agreed to its provisions; we are waiting on Metro Health Hospital’s review and comment. We anticipate the agreement terms to be concluded shortly and anticipate bringing such forward for Council’s approval at the June 16<sup>th</sup> meeting.

**BUDGET IMPACT:**

Cash costs for the City shall be less than \$500 (water pipe and hose bib connector) and may be accommodated in the current budget.

**ATTACHMENTS:** Draft Recreation Facilities Agreement

## RECREATIONAL FACILITIES AGREEMENT

### CITY OF WYOMING – UCOM – METRO HEALTH HOSPITAL

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Wyoming, 1155 – 28<sup>th</sup> Street, Wyoming, Michigan (hereinafter the “City”), United Church Outreach Ministry (hereinafter “UCOM”), 1311 Chicago Dr SW, Wyoming, Michigan, and Metro Health Hospital, 5900 Byron Center Ave SW, Wyoming, Wyoming, Michigan (hereinafter “Metro Health”) (jointly, the “Party” or “Parties”).

**WHEREAS**, the City is the owner of property known as Marquette Park (the “Park”) located at 1251 Marquette St S.W., Wyoming, Michigan, and

**WHEREAS**, the parties wish to collaborate together in the use of park property in the development, maintenance, and management of a community garden for use by the general public,

**IT IS HEREBY** agreed as follows:

1. The City shall develop and maintain a level and standard of service reflective in all park settings, including but not limited to parking, landscaping, mowing, trash removal, and sanitary provisions, appropriate to the intensity of the anticipated use of the Park. These facilities, to the extent funds of the City are available, shall include, but not limited to:

- a. Parking lot stripping
- b. Basic landscaping, external to the confines of the garden
- c. Restroom cleaning during the weekday, Monday through Friday

2. The City hereby grants UCOM a non-exclusive, revocable license, attached hereto as Exhibit A, to use the Park for the purposes provided herein for the period ending December 31, 2017, in accordance with the terms of this Agreement.

3. The City shall allow for the construction of a community garden as described in Exhibit B. Funding for said construction shall be provided in full by Metro Health.

4. Except by mutual agreement of the Parties, or material breach of this agreement, UCOM may not be divested of the facilities constructed in accordance with this Agreement during its term.

5. In the event of termination of this Agreement prior to the expiration of the License Agreement, the City shall give written notice to UCOM and Metro Health stating the park improvements the City wishes to keep. Metro Health or UCOM may remove any property improvements not retained by the City within one (1) month after the City gives

its notice above. Any improvements not removed by Metro Health or UCOM shall become the property of the City.

6. UCOM, at its expense, shall be responsible for maintaining and repairing the grounds of the garden during the period of the Agreement. This includes maintenance of the fencing, garden boxes, turf, weed control, mole removal, reseeding, etc.

7. Metro Health, at its expense, shall be responsible for the costs of the installation of fencing and signage, the garden boxes and additional materials needed to establish the gardens. All fencing and signage will meet the approval of the City prior to installation.

8. The City, at its expense, shall maintain sole responsibility for maintaining and repairing water utility line to the garden area. The City shall provide and be solely responsible for the maintenance and cost of water and sewer utilities required for the operation of the community garden.

9. In the use of the premises UCOM shall comply with the following standards:

- a. UCOM may place an accessory building approved by the City on the premises, within the confines of the garden, adequate space permitting, for the storage of tools, equipment and garden supplies as permitted by the City's Building Code and Zoning Code. No such materials shall be kept outdoors in direct visibility of park users.
- b. UCOM may only place improvements and fixtures, like fences, lighting, benches, etc., on the premises, within the garden, pursuant to a site plan submitted to and approved by the City.
- c. UCOM shall provide above ground or raised bed gardens with at least 12 to 18 inches of clean top soil for edible vegetable and fruit garden plots.
- d. UCOM shall operate and maintain the premises in a neat and orderly manner and in accordance with the applicable City ordinance requirements, including erosion control, weed control, trash pick-up, and snow shoveling (as appropriate) on a daily basis; and by November 30 of each year of the agreement term, UCOM shall have completed end of the growing season maintenance and prepared the premises for winter. In the event City staff must perform the clean-up, UCOM shall be billed the cost of said clean-up plus 20%. Payment is due within 30 days.
- e. UCOM shall keep and maintain any abutting property around the premises in a neat, clean and respectable condition, free and clear of all obstructions or refuse of any kind. The City shall provide trash barrels appropriate to the park use.

- f. UCOM shall adhere to all park rules and regulations. Vehicular access and parking are restricted to paved surfaces only unless specifically authorized by the City.
- g. UCOM and Metro Health shall maintain and repair any signage on or abutting the premises as approved by the City.
- h. UCOM shall only register City of Wyoming residents for the first year of operations of the community garden. Thereafter UCOM shall give priority registration for garden plots to City of Wyoming residents. Non-Wyoming resident registration shall not exceed 40% in any given year following the first year without the express written consent of the City.
- i. In order to build ownership and commitment by gardeners, as well as to cover related expenses of operation of the community garden, UCOM may establish a reasonable fee for low and moderate income individuals, whose income status as defined by Federal definition, for a community garden plot per growing season. All revenues shall be reserved for the operation and maintenance of the community garden.
- j. UCOM shall not permit gardeners to enter the premises before 7:00 a.m. or be on the premises after 10:00 p.m. UCOM shall require gardeners to conduct their activities on the premises in a manner that does not disturb the peaceful and quiet enjoyment of other park patrons, nor the residents who live in the neighborhood or create nuisances as prohibited by City Ordinance.

10. Neither UCOM nor Metro Health shall make or cause to be made, any alterations or modifications to the premises without the prior written consent of the City. All UCOM and Metro Health approved alterations and modifications shall be performed and completed in a good, workmanlike manner at the sole cost and expense of UCOM and Metro Health; completed in compliance with all applicable laws, ordinances, codes, rules, regulations, and/or orders; and shall become a part of the premises and title shall vest with the City.

11. There shall be no covenants and/or liens attributed to any material or improvement upon the premises by UCOM or Metro Health. There shall be no right of recoupment or right of set-off against any unpaid rents, etc.

12. UCOM shall not use or occupy the premises or permit the premises to be used contrary to any law, statute, ordinance, or regulation applicable thereto; nor permit, create, or tolerate any public or private nuisance upon said premises, including illegal discrimination, zoning use, pornography, gambling or drug related activities.

13. UCOM shall not use or permit others to use the premises for political actives, sectarian, religious, or anti-religious activities, lobbying, political patronage, unionization or anti-unionization activities.

14. The community garden shall not be used for the cultivation of medical marijuana, or any other illegal or illicit item.

15. UCOM and all others who may use the premises pursuant to this agreement shall use the premises only in accordance with the uses specified by this agreement, and shall not discriminate upon the basis of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability, age marital status or status with regard to public assistance in the use or occupancy of the premises or any part thereof.

16. UCOM in its use of the premises shall not, nor cause to be, nor allow any other person to deposit, store, dispose of, place or otherwise locate or allow to be located on or within the premises, any hazardous substances, hazardous wastes, pollutants, contaminants or any petroleum based products as those terms are defined and or regulated under any Federal, State of Michigan, or local statute, ordinance, code or regulation, except UCOM may use such substances described above as may be required in the necessary or customary operation of a community garden on the premises, provided such use in accordance with all applicable laws and regulations, and in the event any such substances are found on or within the premises, UCOM will be responsible for any and all liabilities from such substances on or within the premises and the removal and /or remediation of such substances and UCOM hereby indemnifies the City of Wyoming and Metro Health for the same as provided herein. Should UCOM use petroleum-based products, fertilizers, pesticides and other chemicals on the premises, UCOM shall take all necessary and reasonable precautions to use and store such products and chemicals on the premises in the amounts and manner as permitted by law, ordinance, or regulation.

17. The Director of Community Services, or a designated representative, shall periodically inspect the condition of the facility with representatives of UCOM. The inspection may be performed monthly, but not less than annually, at mutually agreeable times. In the event, and in the judgment of the respective representative, the garden is not properly maintained, the City will provide UCOM with written notice of deficiency and a fifteen- (15) day time line to make corrections. In the event that the correction is not made, the City may provide the correction. The City may provide said maintenance and charge UCOM its actual cost in so doing. UCOM agrees to pay any such costs within 30 days of receiving an invoice from the City.

18. UCOM recognizes that the site may contain underground utilities critical to the City of Wyoming, and that these utilities require maintenance and emergency response, at times without notice. UCOM acknowledges the City's right of domain and shall cooperate in any and all ways to ensure the integrity of the City's utility supply system. In the event that the City intends to do construction or other work on the premises that would substantially interfere with UCOM's license, the City will use its best efforts to give advance notice of work to UCOM. The City shall repair any damages to the premises caused by the City's

work and will attempt to do any such work in the off-season to avoid interference with UCOM's activities. In order to reduce the risk of damaging water lines or underground telemetry circuits, UCOM will not excavate or proceed with any other construction activity without first receiving approval from the City.

19. In return for use and development of the property, ensuring UCOM's priority of use, and allowing for facility improvements, UCOM shall:

- a. Provide an annual payment of \$0, payable in \$0 increments monthly, beginning \_\_\_\_\_.
- b. Provide a payment of \$0 to retroactively provide for the use of the facilities and its related improvements between and, due no later than \_\_\_\_\_.
- c. Agree to assume the cost of all custodial and development needs for UCOM's gardening programming.

20. UCOM shall, at its sole expense, provide liability insurance to protect the City, its officers, agents, and employees against all liability resulting or arising from the use of said premises and facilities naming the City as an additional insured. Said insurance shall be in the minimum amount of \$1,000,000 for combined single limit personal injury, bodily injury, and property damage. Said policy of insurance shall be submitted to the City for approval by the City Finance Director before any use may be undertaken by UCOM of said premises. UCOM shall also maintain and provide proof of workers compensation coverage for its employees. UCOM shall further show evidence of said insurance coverage to the City each anniversary date thereof. The City of Wyoming shall maintain self-insurance against all liability resulting in or arising from City use of said premises and facilities.

21. UCOM may not assign or in any manner transfer this license. Specifically, UCOM may use said premises and facilities for its activities only and may not permit any other organizations or persons to use said premises or facilities.

22. UCOM shall operate said premises and its programs in compliance with the Code of the City and any other applicable laws, rules and regulations.

23. Subject to City of Wyoming Ordinance No. 13-05, Section 54-55, Reporting Requirements for Non Profit or Non Public Entities, UCOM shall annually complete and provide to the City:

- a. Their Board of Directors listing and contact information including addresses, phone numbers, and emails.
- b. Copies of any organizational documents, bylaws or other similar documents and any amendments thereto.
- c. Copies of all annual reports or similar documents filed with the State of Michigan.
- d. An audit of financial records and balance sheet for the period ending December 31.

- e. Copies of reports required to be filed with the Internal Revenue Service (such as but not limited to Form 990).

24. If the City notifies UCOM of any violations of this Agreement, UCOM shall promptly remedy those violations. In the event that these violations are not promptly remedied, the City may remedy the same and UCOM agrees to reimburse the City for all costs of remedying the conditions, without prejudice to the City's right to recover damage for UCOM's actions.

25. To the extent permitted by law, UCOM and Metro Health agree to indemnify, defend, and hold the City, its officers, agents, and employees harmless from all liability, claims, and expenses, including but not limited to actual attorney's fees, arising out of UCOM and Metro Health activities under this Agreement.

26. To the extent permitted by law, the City agrees to indemnify, defend, and hold UCOM and Metro Health, their officers, agents, and employees harmless from all liability, claims, and expenses, including but not limited to actual attorney's fees, arising out of the City's activities under this Agreement.

27. This Agreement contains the entire agreement between UCOM, Metro Health and the City with regard to its subject matter, supersedes all previous agreements on this subject matter, and may be amended only in writing signed by both parties.

CITY OF WYOMING

Dated: \_\_\_\_\_, 2014

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

Dated: \_\_\_\_\_, 2014

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

UNITED CHURCH OUTREACH  
MINISTRY

Dated: \_\_\_\_\_, 2014

By \_\_\_\_\_  
Its President

Dated: \_\_\_\_\_, 2014

By \_\_\_\_\_  
Its Secretary

METRO HEALTH HOSPITAL

Dated: \_\_\_\_\_, 2014

By \_\_\_\_\_  
Its President

Dated: \_\_\_\_\_, 2014

By \_\_\_\_\_  
Its Secretary

**EXHIBIT A**

**LICENSE AGREEMENT**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, between the City of Wyoming, 1155 – 28<sup>th</sup> Street, Wyoming, Michigan (hereinafter the “City”) and United Church Outreach Ministry (hereinafter “UCOM”), 1311 Chicago Dr SW, Wyoming, Michigan (hereinafter “UCOM”).

**WHEREAS**, the City is the owner of the property and utility facilities located at Marquette Park (the “Park”) located at 1251 Marquette St S.W., Wyoming, Michigan, and

**WHEREAS**, the parties have entered into a Recreational Facilities Agreement to provide for improvements to and mutual use of the Park.

**IT IS HEREBY AGREED AS FOLLOWS:**

1. UCOM shall have a non-exclusive, revocable license to use the following described property: an approximate 1 acre area of land located north of the parking lot; east of the shelter and playground. See attached aerial photo.
2. This License Agreement shall be for a period ending on December 31, 2017.
3. The License shall be revocable in accordance with the terms of the Recreational Facilities Agreement which is attached hereto and made a part hereof. All other terms of the License shall be in accordance with said Agreement

**CITY OF WYOMING**

Dated: \_\_\_\_\_, 2014

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

Dated: \_\_\_\_\_, 2014

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

**UNITED CHURCH OUTREACH MINISTRY**

Dated: \_\_\_\_\_, 2014

By \_\_\_\_\_  
Its President

Dated: \_\_\_\_\_, 2014

By \_\_\_\_\_  
Its Secretary

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

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE  
AN AGREEMENT WITH THE FAIR HOUSING CENTER OF WEST MICHIGAN FOR  
FISCAL YEAR 2014-2015

WHEREAS:

1. The City wishes to promote and ensure that fair housing is available throughout the City.
2. The Fair Housing Center wishes to provide technical assistance to the City in responding to questions regarding housing discrimination from residents of the City or persons wishing to reside in the City.
3. The Wyoming Community Development Committee and the Wyoming City Council has approved the 2014-2015 budget, which includes this service.
4. The Fair Housing Center will conduct housing testing to obtain evidence of discriminatory practices and initiate appropriate enforcement action where such evidence exists.
5. The Fair Housing Center will disseminate fair housing information to housing consumers as an educational activity and will conduct a half day Fair Housing Rental and Real Estate Transactions Training Session in the City.
6. Funds shall be available in Account No. 256-400-17515-957.035.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Fair Housing Activities Agreement with the Fair Housing Center of West Michigan.

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 July 7, 2014.

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

ATTACHMENT:

Fair Housing Activities Agreement

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

## STAFF REPORT

Date: July 2, 2014  
Subject: Fair Housing Center – CDBG Funding 2014-2015  
From: Rebecca Rynbrandt, Director of Community Services  
Cc: Nancy Haynes, Fair Housing Center of West Michigan  
Meeting Date: July 7, 2014

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### RECOMMENDATION:

As recommended by the citizen appointed Community Development Commission and affirmed during the FY 2014-15 budget review and acceptance process of the City Council, the budget of which included a grant award to the Fair Housing Center of West Michigan (Fair Housing Center) through the Community Development Block Grant restricted funds, it is recommended the City Council now therefore enter into the attached contract with Fair Housing Center.

### SUSTAINABILITY CRITERIA:

Environmental Quality – Funding shall work to ensure a variety of housing options are available throughout the community to citizens and potential citizens regardless of race, disability, familial status and any other protected class.

Social Equity – Funding shall work to eliminate discriminatory practices related to housing within the City of Wyoming.

Economic Strength – By ensuring non-discriminatory housing practices within the City of Wyoming, shelter may be obtained by all persons. Full occupancy of rental properties shall assist in the maintenance of property and commercial values. By being able to obtain housing pursuant to their income without limits related to discrimination, citizens shall be able to redirect limited resources to other needs such as food, clothing, shelter, etc. and/or enjoy housing based upon their personal preferences.

### DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2014 through June 30, 2015 on Monday, April 7, 2014. Included within the plan is to provide support for specific efforts to ensure housing and to address discriminatory practices related to housing within Wyoming. To this end, we are proposing a renewal of our agreement with area non-profit Fair Housing Center of Western Michigan, Inc.

This year's agreement includes a minimum of 10 Fair Housing Tests, but not more than 15, to address discrimination concerns related to all protected classes. Such evaluation tests are required by HUD regulations pertaining to entitlement communities such as the City of Wyoming.

The City of Wyoming has maintained a long standing relationship with the Fair Housing Center as no other contractor in this area provides similar services. To this end, no bids were solicited.

**BUDGET IMPACT:**

The contract is in the amount (not to exceed) \$15,000.00. Sufficient funds are available in the activity account #256-400-17515-957.035.

**FAIR HOUSING ACTIVITIES AGREEMENT  
FOR THE CITY OF WYOMING, MICHIGAN FOR 2014-2015**

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 the **FAIR HOUSING CENTER OF WEST MICHIGAN**, a Michigan non-profit corporation, located at 20 Hall Street SE, Michigan 49507 (the "Center").

Preliminary Statement

The City wishes to promote and ensure that fair housing is available throughout the City. The Center was formed for the express purpose of promoting fair housing throughout the Grand Rapids metropolitan area and wishes to assist the City in promoting fair housing as defined by Title VIII of the Civil Rights Act of 1968, as amended, the Elliott-Larsen Civil Rights Act of the State of Michigan, as amended, the Michigan Handicapper Civil Rights Act, as amended, and the City of Wyoming Fair Housing Ordinance. This Agreement is entered into to provide the terms and conditions under which the Center will assist the City in promoting fair housing.

Agreement

In consideration of the facts stated above 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, 2014, and are to be completed no later than June 30, 2015. 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, 2015, unless renewed for successive one (1) year terms by written agreement of both parties. The City and the Center shall each retain the right to terminate this Agreement upon thirty (30) days written notice to the other party. In the event of early termination, the amount of payment to the Center shall be pro-rated according to the schedule set forth in Paragraph 4.
3. Services:
  - A. Complaint Assistance/Investigation and Housing Testing.
    - a. The Center shall provide technical assistance in response to any and all questions regarding housing discrimination within the City which the Center may receive, from any source, during the term of this Agreement. The Center shall receive, review, investigate and process all complaints of housing discrimination from residents of the City or persons wishing to reside in the City which the Center may receive from any source during the term of this Agreement. The Center shall provide referral information and materials to City staff in order to

facilitate reception of questions related to fair housing and complaints of housing discrimination within the City. If on the date this Agreement terminates the Center has not completed processing one or more complaints, the Center shall complete its regular processing of those complaints at no extra charge.

b. The Center will conduct housing testing in the City on the basis of complaints from bona fide home seekers, of illegal discrimination received from sources other than complainants, or on a survey basis as dictated by local advertising and/or availability.

1. The Center shall conduct a minimum of ten (10) but not more than fifteen (15) such housing tests during the term of this Agreement.

2. All housing testing, including complaint-based testing, will be conducted by trained testers according to generally-accepted housing testing methodology in order to obtain evidence of discriminatory patterns and/or practices. In the absence of an individual complaint, the Center will initiate enforcement action on behalf of the City in those cases where evidence of discrimination exists.

c. Wyoming shall reimburse the Center up to a maximum amount of \$13,750 for complaint assistance/investigation and housing testing services.

B. Outreach and Education. The Center will conduct a community outreach program to educate housing consumers, professionals and the general public concerning fair housing.

a. The Center will conduct one 3-hour Fair Housing training session at an accessible Wyoming location, designed to increase voluntary compliance with fair housing laws throughout the Wyoming housing industry including both the real estate and rental industry.

1. The Center's maximum reimbursable cost for speaker fees shall not exceed \$750.

2. Wyoming shall provide the location, food, and marketing and event registration.

3. The Center shall provide training materials.

b. The Center will continue to disseminate materials on a community-wide basis in order to promote understanding of fair housing and the benefits thereof, and to increase general public awareness regarding equal access to housing opportunity. Outreach materials will include (but will not be limited to) organizational newsletters, *Publisher's Notices* in publications accepting housing advertising, and video, audio and print public service announcements

(PSA) designed by the National Fair Housing Alliance (NFHA) with the support of the Department of Housing & Urban Development (HUD) to promote the identification and reporting of housing discrimination.

c. Wyoming shall underwrite the printing and distribution costs of the training materials noted in 3.B.(a)(3) and those materials noted in 3.B(b) up to \$500.

d. All Wyoming outreach and educational activities accomplished shall be documented in the mid and final reports.

4. Payment. In consideration for the services, the City shall pay the Center up to a total of Fifteen Thousand Dollars (\$15,000.00) for actual and reasonable expenses. The Center shall submit payment requests with all supporting documentation (payroll sheets, copies of checks, receipts, etc) quarterly for reimbursement, but not less than twice per year, as follows:
  - A. Up to Thirteen Thousand Seven Hundred and Fifty dollars (\$13,750.00) for housing testing services as describe herein,
  - B. Up to Seven Hundred Fifty Dollars (\$750.00) for speaker fees and training materials as described herein,
  - C. Up to Five Hundred Dollars (\$500.00) for printing and distribution costs for outreach and educational materials.
5. Reports. Upon execution of this Agreement, the Center shall provide the City with a copy of its most recent audit report. In addition, all records and documents maintained by the Center 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. The Center shall provide the City with a mid-period report, and a comprehensive final report of the Center's activities in connection with this Agreement upon completion of the services.
6. 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, 2015:
  - A. An annual performance report, detailing levels of service given by each program. This must include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report

will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

- B. An annual and unduplicated demographic report containing data on the extent to which each racial and ethnic group and single headed households (by gender and household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds.

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

- 7. Catalog of Federal Domestic Assistance (CDFA). The City, as a pass-through entity for Federal awards, is providing the following CDFa information to the Contractor as a CDBG Sub-recipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:
  - CDFa Program Title – Community Development Block Grants/Entitlement Grants
  - CDFa Number – 14.218
  - Agency Office – Department of Housing & Urban Development/Office of Community Planning & Development
  - Type of Assistance – A-Formula Grants
  - Award Year – 2014/2015
  - Project – Fair Housing Services
  - Project Description – All Wyoming residents have access to fair housing testing and complaint follow up services for the purpose of providing a suitable living environment.
  - Project Funding - \$15,000.00
- 8. Independent Contractor. The Center shall perform the services as an independent contractor, and neither the Center nor any of its employees shall be considered an employee of the City at any time during the term of this Agreement.
- 9. Indemnification. The Center agrees to hold the City, its officers, agents and employees harmless from liability of any nature or kind including costs and expenses, including but not limited to actual attorney fees, or on account of any or all suits for damages sustained by any persons or property resulting in whole or in part from the performance or omission of any officer, employee, agent, or representative of the Center.
- 10. Insurance. The Center 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. Workman's Compensation with the limits of not less than \$500,000;

- B. Contractor's Public Liability, naming the City as an additional insured, with limits of not less than \$1,000,000 to protect the successful bidder and the City against claims for the injury or death of one or more persons and \$1,000,000 to protect the successful bidder and the City against claims for injury to or destruction of property; and
- C. Comprehensive Automobile Liability, naming the City as an additional insured, with limits of not less than \$1,000,000.

A certificate evidencing the above coverages, with a 30-day cancellation clause shall be filed with the Community Development Dept. upon execution of this Agreement.

11. Compliance with Laws. The Center shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to 1976 P.A. 220 and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 stat. 394, which states that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Further, the Center shall comply with all other federal, state or local laws, regulations and standards, and any amendments thereto, as they may apply to the performance of this Agreement. The Center shall keep all records as may be required by applicable law, including but not limited to HUD CDBG program requirements.
12. 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, the Contractor 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.
  - 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.
  - C. Allow the City to review such documents that are considered as backup to the operation of the Contractor, regardless of funding source.
  - D. Within one hundred eighty (180) days after the end of its fiscal year, the Contractor 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."

- E. The Contractor is required to compare the amounts reported on their audited financial statements to the City's records to ensure accuracy in reporting the correct amounts of expended federal awards.

13. Equal Employment Opportunity. During the performance of this Agreement, the Center agrees as follows:

- A. The Center will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Center 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. The Center 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. The Center will, in all solicitations or advertisements for employees placed by or on behalf of the Center, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Center will send to each labor union or representative or workers with which The Center has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Center's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Center 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. The Center 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 the Center'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 the Center 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. The Center 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. The Center 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 the Center 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, the Center 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.
14. Assignment. This Agreement shall not be assignable by either party without the written consent of the other party to this Agreement.
15. 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 certified mail, postage prepaid, addressed to the party or its address set forth above.
16. 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. The Center 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.

Subpart J of 24CFR570.504(c), HUD Program Income Requirements.

Subpart J of 24CFR570.502(a)(7), Reversion of Assets.

17. Conflict of Interest.

- A. The Center 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 of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
- B. The Center 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.

The City of Wyoming

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

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

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

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

Fair Housing Center of West Michigan

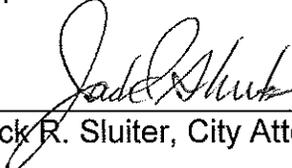
Dated: \_\_\_\_\_

By \_\_\_\_\_  
Doretha Ardoin, President

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

By \_\_\_\_\_  
Nancy L. Haynes, Executive Director

Approved as to form:

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



**CITY OF WYOMING  
CONTRACTOR INSURANCE REQUIREMENTS**

**Requirements:**

Contractors shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy. All insurance providers shall be "A" rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com)).

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance
<b>1. Commercial General Liability</b> Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	<u>Bodily Injury</u> -- \$1,000,000 per person \$1,000,000 per occurrence  <u>Property Damage</u> - \$1,000,000 per occurrence
<b>2. Business Auto Liability</b> to include coverage for: a) Owned/Leased Vehicles b) Non-owned Vehicles c) Hired Vehicles	<u>Bodily Injury</u> -- \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage</u> - \$1,000,000 per occurrence
<b>3. Worker's Compensation</b> d) Employers' Liability	<u>Statutory Limits</u> \$500,000 per occurrence
<b>4. Excess/Umbrella Coverage</b>	See bid specification requirements
<b>5. Contract Bonds</b> a) Bid b) Performance c) Payment d) Maintenance	See bid specification requirements
<b>6. Owners Contractors Protective</b>	As specified for individual project specifications
<b>7. Commercial General Liability and Motor Vehicle Liability</b> , as described above, shall include an endorsement stating that the following shall be Additional Insured's: The City of Wyoming, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Wyoming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Wyoming may have in effect shall be considered secondary and/or excess.  Your insurance company requires the endorsement as a means of notification both to itself and its underwriters of the fact that an additional insured has been added to the policy under the contract in question.	
<b>8. Cancellation Notice:</b> Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the City of Wyoming, Purchasing Department, 1155 - 28 <sup>th</sup> Street SW, P.O. Box 905, Wyoming, Michigan 49509-0905."	

**ALL SUBCONTRACTORS MUST COMPLY WITH THE ABOVE REQUIREMENTS.**

Questions regarding required insurance should be directed to the City of Wyoming's Administrative Offices, at 616-530-3173.

In addition, this form must be signed and mailed, with the insurance forms, to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City of Wyoming.

**AGREEMENT:**

I agree to provide the above-described insurance coverage to the City of Wyoming. I also agree to provide the City with evidence of insurance coverage on any and all subcontractors performing work on projects.

Company \_\_\_\_\_ Vendor # (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

**PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE**

Return to:

Community Development Department  
City of Wyoming  
1155 - 28<sup>th</sup> Street, SW  
Wyoming, MI 49509



City of Wyoming
INDEMNIFICATION AGREEMENT

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

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

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

INDEPENDENT CONTRACTOR

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

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

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

COMPANY NAME

TITLE

SIGNATURE

DATE

Return to:

Community Development Department
City of Wyoming
1155 - 28th St SW
Wyoming, MI 49509



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

RESOLUTION TO APPROVE PAYMENT FOR WATER  
DAMAGE CLAIM AT 16534 NEW HOLLAND STREET

WHEREAS:

1. The City of Wyoming operates a water treatment facility in Holland, Michigan.
2. On September 6, 2013 a leak developed causing flooding to adjacent properties.
3. The homeowners at 16534 New Holland Street have submitted a claim to be reimbursed for damages caused by the flooding.
4. The claim has been reviewed and the recommended reimbursement amount is \$10,931.83
5. Funds are available in the Water Treatment and Pumping account 591-591-553.00-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment for water damage at 16534 New Holland Street in the amount of \$10,931.83.

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 July 7, 2014.

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

ATTACHMENT:  
Memo

## MEMORANDUM

DATE: June 19, 2014  
TO: Mayor and City Council  
FROM: Lisa Barnes, Office Manager  
SUBJECT: Water Damage Claim – 16534 New Holland Street

On September 6, 2013 a leak developed in the recently completed 30 inch diameter pipeline that connects the Wyoming and Holland water systems. Due to the location of the leak and the amount of water flowing from the pipe, two adjacent residential properties were flooded.

One of the affected properties is that of Michael and Colleen Monfore at 16534 New Holland Street. The Monfore's have a large barn containing vehicles that were being restored, various pieces of equipment and a large amount of tools. Upon being aware of the flood, the Monfore's immediately began moving their belongings to minimize the damage as much as possible. In the days following the flood, they continued to unpack, dry and repack boxes, they also spent time looking through the woods in the surrounding area to retrieve items that had been swept away by the force of the water. Mr. Monfore began cleaning and repairing some of the mechanical and electrical equipment to minimize rusting and other damage.

Rather than take the vehicles in to a repair shop for estimates, Mr. Monfore disassembled the parts with potential damage and searched on-line for used replacement parts. He also submitted estimates for less expensive brands of some of the tools that were damaged. Mr. Monfore was extremely thorough in his claim and more than fair with his request for reimbursement.

It is recommended that the city reimburse Mr. and Mrs. Monfore the full amount of their request for reimbursement in the amount of \$10,931.83.

Attachment

## Monfore Barn Flood Claim (16534 New Holland Street, Holland, MI 49424)

Item Number	Description	Replacement Value	Price obtained from	Comments
1	Merrillat cabinets (10 pieces)	4,883.84	Rycenga Building Center quote 1309-758138 (local Merrillat cabinet dealer)	Water damaged wood. See quote for cabinet sizes and detail. Cabinets were from house. Were being stored in the barn during remodeling project.
2	Framed interior door, 6 panel, white (new) 32" x 80"	73.00	Menard's	Water damaged wood
3	Framed interior door, 6 panel, white (new) 32" x 80"	73.00	Menard's	Water damaged wood
4	Framed interior door, flat, oak finish (used) 30" x 80"	72.00	Menard's	Water damaged wood
5	Oil dry, 40 lbs. (new, sealed)	5.99	TSC (original purchase location)	Water penetrated bag, soaked contents
6	Antique dresser base, oak, 24" x 45" x 37"	100.00	Owner estimate	Water delaminated veneer on front
7	Wall cabinet, 3 door, homemade, wood, 54" x 24" x 6.5"	100.00	Owner estimate	Water damaged wood
8	Laticrete thinset mortar, 50 lb., white	14.99	Floorlife.com website	Water contaminated. Originally purchased at Lowes, but they no longer carry it. Used internet price.
9	Laticrete thinset mortar, 50 lb., gray	14.99	Floorlife.com website	Water contaminated. Originally purchased at Lowes, but they no longer carry it. Used internet price.
10	Shelf, particle board, 35" x 24" x 1"	11.52	Home Depot	Water damaged wood. Exact replacement thickness not found. Used 48 x 24 x 3/4 sheet for price.
11	Shelf, particle board, 35" x 24" x 1"	11.52	Home Depot	Water damaged wood. Exact replacement thickness not found. Used 48 x 24 x 3/4 sheet for price.
12	Large wood frame, 35 1/2" x 67 1/2"	50.00	Owner estimate	Water damaged wood
13	Shelf, plywood, 96" x 18" x 3/4"	17.78	Lowes	Water damaged wood. Exact replacement size not available. Used similar 16" wide shelf for price (Lowes item #7842)
14	Gas line trimmer, Craftsman, used	35.00	Ebay (parts)	Flooded, could not restart
15	Garage door sensors	37.95	Lowes	Sensors failed due to water intrusion
16	Wheel center caps, four, Subaru, used (just repainted)	20.00	Ebay (replacement purchase)	Floated out and presumed lost in forest litter
17	Craftsman Inductive Timing Light	69.99	Sears website	Submerged (in bottom drawer of tool cabinet). Used current model for price.
18	Diesel fuel (10 gallons @ \$3.70/gal)	\$36.70	Local Holland price (from internet)	Included use of personal tractor to move pump for water plant, and remove/replace items from flooded barn. Also water contaminated 5 gallon container of diesel fuel.
19	MIG Welder, Miller 130XT and roll of welding wire	\$842.63	Lake Welding quote 828541	Welder was fully submerged. Corrosion of wire, cable sleeving, other internal components. and waterlogging of electronics make repair impractical. Quote is for model 140 (replaced 130).
20	Pneumatic impact wrench, 3/4" drive, Model 32871	\$69.99	Harbor Freight website	Attempted repair, but water/corrosion appears to have locked up gearing. Wrench was fully submerged. Used current model 69228 for price.
21	Pneumatic impact wrench, 1/2" drive, Model 94803	\$59.99	Harbor Freight website	Attempted repair, but water/corrosion appears to have locked up gearing. Wrench was fully submerged. Used current model 69576 for price.
22	Kennedy cantilever tool box	\$159.91	Amazon website	Fully submerged, latches and interior heavily rusted by water
23a	Vehicle damage (paint and drive train components) 1962 Ford Thunderbird convertible	\$1,014.08	Parts (except wheels) pricing from Rock Auto (competitive on line auto parts retailer) Wheel pricing from Ebay	*Water flooded rear axle of 1962 Ford Thunderbird, requiring disassembly to drain. Rust damage to wheel bearings and brake cylinders. Estimate is to replace these parts for all four wheels.
23b	Vehicle damage (paint and drive train components) 1964 GMC Suburban (4WD)	\$118.20	Parts pricing from Rock Auto (competitive on line auto parts retailer)	**Water flooded drum brakes of this vehicle. Brake shoe linings and other brake hardware damaged by corrosion and water contamination.
24	Labor (Michael Monfore)	\$1,760.00	@35.20 per hour	50 hours (mostly associated with the first week following the flood)
25	Labor (Colleen Monfore)	\$1,232.00	@35.20 per hour	36 hours (mostly associated with the first week following the flood)
26	Electricity	\$46.76	Consumers Energy bill	Ran 4 large drying fans, dehumidifiers, and cleanup equipment for 3 days. Comparison of electric bills from Aug - Sep - Oct 2012 to 2013 indicated 558 additional kwh (@ \$.083791/kwh)
<b>Total</b>		<b>10,931.83</b>		

\*Rear Wheel Bearing - \$22.89 ea. (2 required), Front Inner Wheel Bearing - \$5.23 ea. (2 required), Front Outer Wheel Bearing - \$4.49 ea. (2 required), Front Inner Seal - \$1.05 ea. (2 required), Rear Wheel Seal - \$3.24 ea. (2 required), Rear Wheel Brake Cylinders - \$4.64 ea. (2 required), Front Wheel Brake Cylinders - \$3.00 ea. (2 required). Material and labor to repair rear axle paint - \$100 (previously restored rear axle paint was damaged by disassembly to remove water from rear axle). Wire wheels were heavily corroded by the immersion in water. You can see this in the photo I supplied of the underside of the vehicle. The water line and added corrosion is quite evident. These wheels were not in perfect condition before this, but were good enough to clean up and use. That is no longer the case. A new set of 4 is \$1650. I propose splitting the cost in half (\$825).

\*\*Brake shoes - \$24.79 per set (4 required), Brake hardware kit - \$4.76 ea. (4 required)

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

RESOLUTION TO AWARD THE BID FOR WATERMAIN REPLACEMENT  
ON AVON AVENUE, FROM PORTER STREET TO MELVIN STREET AND ITHACA  
STREET FROM AVON AVENUE TO THE END

WHEREAS:

1. The age and condition of the existing watermains in Avon Avenue and Ithaca Street north of Porter Street require frequent maintenance to repair broken watermains and water services.
2. The existing watermains have reached the end of their useful life and require replacement to minimize impacts to residents.
3. On June 24, 2014, the City received three (3) bids for the proposed watermain reconstruction with Kamminga & Roodvoets, Inc. submitting the low bid of \$710,678.88.
4. The bid is \$63,862.88, or 9.9% above the Engineer's estimate and is in the best interest of the City to perform the aforementioned work.
5. The total cost for this project will be financed out of the Avon-Ithaca Watermain account in the Capital Improvements Program:

Avon-Ithaca Watermain 591-441-57300-972573

Construction	\$710,678.88
<u>Engineering &amp; Contingencies</u>	<u>\$119,321.12</u>
Total Project Cost	\$830,000.00

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the Avon- Ithaca Watermain project contract to Kamminga & Roodvoets, Inc., in the amount of \$710,678.88.

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 July 7, 2014.

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

## Staff Report

Date: June 26, 2014

Subject: Avon-Ithaca Watermain Reconstruction - Award of Bid

From: William D. Dooley, Director of Public Works

Meeting Date: July 7, 2014

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### Recommendation:

Staff recommends awarding the Avon-Ithaca Watermain project to Kamminga & Roodvoets, Inc. for the low bid of \$710,678.88, 9.9% above the Engineer's estimate.

### Sustainability Criteria:

Environmental Quality – Reliable watermains provide safe, potable water to residents and businesses for use, consumption, and emergency response.

Social Equity – The watermain replacement project has little or no impact on Social Equity.

Economic Strength – Providing safe and reliable drinking water is beneficial for residents and businesses in Wyoming and adds to the economic strength of a community.

### Discussion:

On June 24, 2014, the City of Wyoming received three (3) bids for the Avon-Ithaca Watermain Reconstruction project with Kamminga & Roodvoets, Inc. submitting a low bid of \$710,678.88 which is 9.9% above the Engineer's estimate. The existing watermains in both Avon Avenue and Ithaca Street create frequent maintenance calls in the City of Wyoming. There have been a number of main breaks on the existing watermains and they have reached the end of their useful life. The Avon-Ithaca Watermain Reconstruction project will replace the existing mains in Avon Avenue from Porter Street to Melvin Street and Ithaca Street from Avon Avenue to the west end. Additionally, existing water services in the rear yards of Ithaca and Avon will be rerouted to the new watermains in the streets.

The total project cost is \$830,000.00 including Engineering and Contingencies, and is in the Avon-Ithaca Watermain account, as part of the Capital Improvements Program.

It is recommended that the City Council award the Avon-Ithaca Watermain Reconstruction project to Kamminga & Roodvoets, Inc., in the amount of \$710,678.88.

### Budget Impact:

Funds are available in the Capital Improvements Program fund in the Avon-Ithaca Watermain account.

Attachments: Bid Tabulation  
Contract

# City of Wyoming Bid Comparison

**Contract ID:** 161.14  
**Contract Year:** 2014  
**Description:** Watermain North of Porter St  
**Location:** Avon Avenue Area (North of Porter St)  
**Project(s):** 161.14

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$646,816.00	-8.98%	0.00%
1	(00152) Kamminga & Roodvoets, Inc.	\$710,678.88	0.00%	9.87%
2	(02436) Diversco Construction Company, Inc.	\$794,805.55	11.83%	22.87%
3	(02499) Schippers Excavating, Inc.	\$818,365.00	15.15%	26.52%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE	(1) Kamminga & Roodvoets, Inc.	(2) Diversco Construction Company, Inc.
Description				Bid Price Total	Bid Price Total	Bid Price Total
0001	1000	1	LS	\$8,000.00	\$47,000.00	\$53,265.00
MOBILIZATION						
0002	1002	5	Ea	\$350.00	\$365.00	\$245.00
REMOVE TREES 8" TO 18"						
0003	1003	4	Ea	\$850.00	\$875.00	\$650.00
REMOVE TREES 19" TO 36"						
0004	1008	3,853	Ft	\$10.00	\$3.15	\$6.00
REMOVE CURB & GUTTER						
0005	1035	1,652	SY	\$5.00	\$3.15	\$4.00
REMOVE SIDEWALK						
0006	1045	420	SY	\$12.00	\$3.15	\$4.00
REMOVE PAVEMENT						
0007	1125	90	LF	\$10.00	\$10.00	\$9.00
REMOVE EX SEWER						
0008	1142	19	EA	\$250.00	\$150.00	\$135.00
REMOVE EX COVER AND CASTINGS						
0009	1143	8	Ea	\$150.00	\$175.00	\$240.00
REMOVE EXISTING VALVE AND BOX						
0010	1145	4	EA	\$215.00	\$250.00	\$494.00
REMOVE EX DRAINAGE STRUCTURES						
0011	1160	6	Ea	\$200.00	\$250.00	\$240.00
ABANDON EX WATER SERVICE						
0012	1168	10	Ea	\$350.00	\$225.00	\$400.00
REMOVE HYDRANT						
0013	1170	55	LF	\$10.00	\$10.00	\$7.00
REMOVE EX WATERMAIN						
0014	1210	7,961	SY	\$1.00	\$2.25	\$0.65
COLD MILLING EXISTING PAVEMENT - 3"						
0015	4016	3	EA	\$1,300.00	\$1,600.00	\$2,430.00
DRAINAGE STRUCTURE 4' DIA 0'-8' (CATCH BASIN)						
0016	4031	18	Ea	\$390.00	\$405.00	\$535.00
Drainage Structure Castings						

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) Kamminga & Roodvoets, Inc. Bid Price	Total	(2) Diversco Construction Company, Inc. Bid Price	Total
0017	4203	STORM SEWER CL III 12" 0' TO 14' DEEP C76 CLIII	75	LF	\$30.00	\$2,250.00	\$40.00	\$3,000.00	\$42.90	\$3,217.50
0018	4213	STORM SEWER CL III 15" 0' TO 14' DEEP C76 CLIII	48	LF	\$40.00	\$1,920.00	\$44.00	\$2,112.00	\$46.90	\$2,251.20
0019	4405	DRAINAGE STRUCTURE 4' DIA 0'-14' DEEP	1	EA	\$1,300.00	\$1,300.00	\$1,600.00	\$1,600.00	\$1,769.00	\$1,769.00
0020	5040	F & P 5" HYDRANT	9	Ea	\$1,700.00	\$15,300.00	\$2,460.00	\$22,140.00	\$2,060.00	\$18,540.00
0021	5076	VALVES 6"	23	EA	\$700.00	\$16,100.00	\$1,100.00	\$25,300.00	\$876.00	\$20,148.00
0022	5101	D.I. CL 53 WATER PIPE 6"	3,106	LF	\$35.00	\$108,710.00	\$42.00	\$130,452.00	\$50.25	\$156,076.50
0023	5201	6" CI SPECIALS (TEES, BENDS, PLUGS, REDUCERS, SLEEVES, ETC.)	83	EA	\$250.00	\$20,750.00	\$153.00	\$12,699.00	\$644.00	\$53,452.00
0024	5601	F&L 1" WATER SERVICES, COMP AT VARIOUS LOCATIONS	48	EA	\$1,100.00	\$52,800.00	\$1,415.00	\$67,920.00	\$1,701.00	\$81,648.00
0025	5604	WATER SERVICE RECONNECT TO NEW MAIN	10	Ea	\$3,000.00	\$30,000.00	\$3,000.00	\$30,000.00	\$3,364.00	\$33,640.00
0026	6114	STREET GRADE	2,843	LF	\$10.00	\$28,430.00	\$11.00	\$31,273.00	\$12.80	\$36,390.40
0027	6210	SIDEWALK RAMP, 4"	2,110	SF	\$5.00	\$10,550.00	\$3.00	\$6,330.00	\$4.15	\$8,756.50
0028	6217	Detectable Warnings	85	Ft	\$70.00	\$5,950.00	\$55.00	\$4,675.00	\$72.00	\$6,120.00
0029	6240	CONCRETE CURB AND GUTTER, 30"	3,828	Lft	\$12.00	\$45,936.00	\$12.00	\$45,936.00	\$9.50	\$36,366.00
0030	6270	CONCRETE SIDEWALK, 4"	15,490	SF	\$3.00	\$46,470.00	\$2.55	\$39,499.50	\$2.25	\$34,852.50
0031	6280	CONCRETE PAVEMENT NON REINFORCED, 4"	418	SY	\$24.00	\$10,032.00	\$22.95	\$9,593.10	\$21.50	\$8,987.00
0032	6295	ADJUST CASTINGS	18	EA	\$400.00	\$7,200.00	\$415.00	\$7,470.00	\$525.00	\$9,450.00

Line Description	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Kamminga & Roodvoets, Inc.		(2) Diversco Construction Company, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0033	6333	976	TON	\$62.00	\$60,512.00	\$66.68	\$65,079.68	\$66.70	\$65,099.20
BITUMINOUS MIXTURE - 3C									
0034	6335	976	TON	\$65.00	\$63,440.00	\$71.10	\$69,393.60	\$71.10	\$69,393.60
BITUMINOUS MIXTURE - 4C									
0035	7005	2,690	SY	\$4.00	\$10,760.00	\$3.00	\$8,070.00	\$3.70	\$9,953.00
TOP SOIL 4" SCREENED									
0036	7015	2,690	SY	\$1.50	\$4,035.00	\$0.50	\$1,345.00	\$1.75	\$4,707.50
CLASS A SEED HYDRO-MULCH									
0037	8010	1	LS	\$5,000.00	\$5,000.00	\$13,250.00	\$13,250.00	\$8,826.00	\$8,826.00
MINOR TRAFFIC CONTROL DEVICES									
0038	8100	50	EA	\$21.00	\$1,050.00	\$30.00	\$1,500.00	\$19.00	\$950.00
BARRICADE TYPE II LIGHTED - FURNISHED									
0039	8101	50	EA	\$10.00	\$500.00	\$1.00	\$50.00	\$1.00	\$50.00
BARRICADE TYPE II LIGHTED - OPERATED									
0040	8110	5	EA	\$175.00	\$875.00	\$100.00	\$500.00	\$85.00	\$425.00
BARRICADE TYPE III LIGHTED - FURNISHED									
0041	8111	5	EA	\$25.00	\$125.00	\$10.00	\$50.00	\$10.00	\$50.00
BARRICADE TYPE III LIGHTED - OPERATED									
<b>Bid Totals:</b>					<b>\$646,816.00</b>		<b>\$710,678.88</b>		<b>\$794,805.55</b>

Line	Pay Item Code	Description	Quantity	Units	(3) Schippers Excavating, Inc.	Bid Price	Total	Bid Price	Total
0001	1000	MOBILIZATION	1	LS	\$38,500.00	\$38,500.00	\$0.00	\$0.00	
0002	1002	REMOVE TREES 8" TO 18"	5	Ea	\$250.00	\$1,250.00	\$0.00	\$0.00	
0003	1003	REMOVE TREES 19" TO 36"	4	Ea	\$750.00	\$3,000.00	\$0.00	\$0.00	
0004	1008	REMOVE CURB & GUTTER	3,853	Ft	\$4.00	\$15,412.00	\$0.00	\$0.00	
0005	1035	REMOVE SIDEWALK	1,652	SY	\$4.00	\$6,608.00	\$0.00	\$0.00	
0006	1045	REMOVE PAVEMENT	420	SY	\$6.00	\$2,520.00	\$0.00	\$0.00	
0007	1125	REMOVE EX SEWER	90	LF	\$8.00	\$720.00	\$0.00	\$0.00	
0008	1142	REMOVE EX COVER AND CASTINGS	19	EA	\$250.00	\$4,750.00	\$0.00	\$0.00	
0009	1143	REMOVE EXISTING VALVE AND BOX	8	Ea	\$500.00	\$4,000.00	\$0.00	\$0.00	
0010	1145	REMOVE EX DRAINAGE STRUCTURES	4	EA	\$400.00	\$1,600.00	\$0.00	\$0.00	
0011	1160	ABANDON EX WATER SERVICE	6	Ea	\$300.00	\$1,800.00	\$0.00	\$0.00	
0012	1168	REMOVE HYDRANT	10	Ea	\$500.00	\$5,000.00	\$0.00	\$0.00	
0013	1170	REMOVE EX WATERMAIN	55	LF	\$10.00	\$550.00	\$0.00	\$0.00	
0014	1210	COLD MILLING EXISTING PAVEMENT - 3"	7,961	SY	\$1.50	\$11,941.50	\$0.00	\$0.00	
0015	4016	DRAINAGE STRUCTURE 4' DIA 0'-8" (CATCH BASIN)	3	EA	\$2,100.00	\$6,300.00	\$0.00	\$0.00	
0016	4031	Drainage Structure Castings	18	Ea	\$700.00	\$12,600.00	\$0.00	\$0.00	

Line	Pay Item Code	Description	Quantity	Units	(3) Schippers Excavating, Inc.	Bid Price	Total	Bid Price	Total
0017	4203	STORM SEWER CL III 12" 0' TO 14' DEEP C76 CLIII	75	LF	\$48.00	\$3,600.00	\$0.00	\$0.00	
0018	4213	STORM SEWER CL III 15" 0' TO 14' DEEP C76 CLIII	48	LF	\$53.00	\$2,544.00	\$0.00	\$0.00	
0019	4405	DRAINAGE STRUCTURE 4' DIA 0'-14' DEEP	1	EA	\$2,400.00	\$2,400.00	\$0.00	\$0.00	
0020	5040	F & P 5" HYDRANT	9	Ea	\$2,100.00	\$18,900.00	\$0.00	\$0.00	
0021	5076	VALVES 6"	23	EA	\$940.00	\$21,620.00	\$0.00	\$0.00	
0022	5101	D.I. CL 53 WATER PIPE 6"	3,106	LF	\$51.00	\$158,406.00	\$0.00	\$0.00	
0023	5201	6" CI SPECIALS (TEES, BENDS, PLUGS, REDUCERS, SLEEVES, ETC.)	83	EA	\$725.00	\$60,175.00	\$0.00	\$0.00	
0024	5601	F&L 1" WATER SERVICES, COMP AT VARIOUS LOCATIONS	48	EA	\$1,200.00	\$57,600.00	\$0.00	\$0.00	
0025	5604	WATER SERVICE RECONNECT TO NEW MAIN	10	Ea	\$2,450.00	\$24,500.00	\$0.00	\$0.00	
0026	6114	STREET GRADE	2,843	LF	\$22.50	\$63,967.50	\$0.00	\$0.00	
0027	6210	SIDEWALK RAMP, 4"	2,110	SF	\$3.70	\$7,807.00	\$0.00	\$0.00	
0028	6217	Detectable Warnings	85	Ft	\$60.00	\$5,100.00	\$0.00	\$0.00	
0029	6240	CONCRETE CURB AND GUTTER, 30"	3,828	Lft	\$11.50	\$44,022.00	\$0.00	\$0.00	
0030	6270	CONCRETE SIDEWALK, 4"	15,490	SF	\$2.70	\$41,823.00	\$0.00	\$0.00	
0031	6280	CONCRETE PAVEMENT NON REINFORCED, 4"	418	SY	\$28.00	\$11,704.00	\$0.00	\$0.00	
0032	6295	ADJUST CASTINGS	18	EA	\$350.00	\$6,300.00	\$0.00	\$0.00	

Line	Pay Item Code	Description	Quantity	Units	(3) Schippers Excavating, Inc. Bid Price	Total	Bid Price	Total
0033	6333	BITUMINOUS MIXTURE - 3C	976	TON	\$67.00	\$65,392.00	\$0.00	\$0.00
0034	6335	BITUMINOUS MIXTURE - 4C	976	TON	\$72.00	\$70,272.00	\$0.00	\$0.00
0035	7005	TOP SOIL 4" SCREENED	2,690	SY	\$3.80	\$10,222.00	\$0.00	\$0.00
0036	7015	CLASS A SEED HYDRO-MULCH	2,690	SY	\$1.10	\$2,959.00	\$0.00	\$0.00
0037	8010	MINOR TRAFFIC CONTROL DEVICES	1	LS	\$20,700.00	\$20,700.00	\$0.00	\$0.00
0038	8100	BARRICADE TYPE II LIGHTED - FURNISHED	50	EA	\$25.00	\$1,250.00	\$0.00	\$0.00
0039	8101	BARRICADE TYPE II LIGHTED - OPERATED	50	EA	\$1.00	\$50.00	\$0.00	\$0.00
0040	8110	BARRICADE TYPE III LIGHTED - FURNISHED	5	EA	\$90.00	\$450.00	\$0.00	\$0.00
0041	8111	BARRICADE TYPE III LIGHTED - OPERATED	5	EA	\$10.00	\$50.00	\$0.00	\$0.00
<b>Bid Totals:</b>						<b>\$818,365.00</b>		

## CONTRACT

**THIS CONTRACT AWARDED on the 7th day of July 2014 by and between the CITY OF WYOMING, Kent County, Michigan, party of the first part, hereinafter called the "City" and**

**KAMMINGA & ROODVOETS, INC.  
3435 BROADMOOR AVENUE, SE  
GRAND RAPIDS, MI 49512**

**party of the second part, hereinafter called the "Contractor."**

**Witnesseth, that the City and the Contractor, for the considerations hereinafter mentioned, agree as follows:**

### **ARTICLE I - THE CONTRACT**

**The following shall be deemed to be part of this Contract:**

- A. Performance Bond, Payment Bond, and Resolution from Board of Directors**
- B. Information for Bidders**
- C. Bid Proposal Form**
- D. Award of Bid**
- E. Certificate of Insurance (per City of Wyoming's Contractor Insurance Requirements)**
- F. Subcontract Provision**
- G. Letter of Credit (5% of Annual Contract Amount)**
- H. Equal Employment Opportunity Statement**
- I. All Provisions required by law to be inserted in this contract, whether actually inserted or not.**
- J. Special Specifications as listed below:**

**SEE ATTACHED**

## **ARTICLE II - SCOPE OF THE WORK - SUBJECT MATTER**

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary to perform all of the work shown on the drawing and described in the specifications for the project entitled:

### **WATERMAIN REPLACEMENT (AVON AVENUE AREA NORTH OF PORTER)**

all in accordance with the requirements and provisions of the Contract. The Contractor likewise agrees to do all incidental and appurtenant work in connection therewith.

## **ARTICLE III - TIME OF COMPLETION**

The work to be performed under this contract shall be completed on or before October 17, 2014. Should the Contractor be obstructed or delayed in the prosecution or completion of his work by any act, neglect or default of the City, then the time herein fixed for completion of the work shall be extended for a period equivalent to the time lost by reason of such delay for the causes herein mentioned. The duration of such extension shall be determined by the City Manager or his authorized representative.

## **ARTICLE IV - LIQUIDATED DAMAGES**

Should the work under this Agreement not be finished within the time specified, the City is hereby authorized to deduct out of the money which may be due or become due to the Contractor under this Agreement, as damages for the noncompletion of the work aforesaid, within the time hereinbefore stipulated for its completion, the sum of Nine Hundred Dollars (\$900.00) for each calendar day by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof, and such liquidated damages shall not be considered as a penalty. It is understood that the City shall not forfeit its right to liquidated damages in the event that delay is partly caused by it. In this event, said damages shall be apportioned so that each day of delay attributable to the City shall be subtracted from the total days of delay, and the Contractor shall pay liquidated damages for the remainder.

## **ARTICLE V - THE CONTRACT SUM**

The City agrees to pay and the Contractor agrees to accept the sum of:

**SEVEN HUNDRED TEN THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS  
AND 88/100 CENTS (\$710,678.88)**

the amount named in the Proposal, as full compensation for all labor, supervision, equipment, materials, and incidental expense required in executing all of the work contemplated in this Contract, including also all loss or damage arising out of the nature of the work or from the action of the elements or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same or from other causes of every description connected with the work.

It is further agreed that the sum named may be increased or decreased in accordance with the units of work actually completed at the Contract unit prices, and may be increased by the addition of items of work not included in the proposal items.

## **ARTICLE VI - CITY CHARTER TO BE GOVERNING DOCUMENT**

The City Charter of the City shall be the governing document in all contractual relations with the City of Wyoming. In the prosecution of the work under this Contract, eight (8) hours shall constitute a day's labor. The City retains the right to determine finally all questions as to the proper performance under this Contract or any unfinished portion thereof, and in case of improper, dilatory or imperfect performance thereof to suspend the work at any time and to order the partial or entire reconstruction of the same. The City likewise retains full power to determine all questions arising under this Contract according to the true intent and meaning thereof.

## **ARTICLE VII - COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS**

The Contractor shall keep himself fully informed of and shall at all time comply with all local, state, and federal laws, rules, and regulations applicable to this Contract and the work to be done hereunder.

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

Witnesses

CITY OF WYOMING

\_\_\_\_\_ By \_\_\_\_\_  
Jack Poll  
Its Mayor Date

\_\_\_\_\_ By \_\_\_\_\_  
Heidi A. Isakson  
Its City Clerk Date

\_\_\_\_\_  
CONTRACTOR Date

By \_\_\_\_\_

Its \_\_\_\_\_

Correct in form: \_\_\_\_\_  
City Attorney Date

Certification of funds: \_\_\_\_\_  
City Comptroller Date

The Contract above was approved and ordered executed by the Council of the  
City of Wyoming at a session held \_\_\_\_\_, 20 \_\_\_\_\_.

Attest: \_\_\_\_\_  
City Clerk Date

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

RESOLUTION TO AUTHORIZE PAYMENT TO VALLEY CITY SIGN FOR THE  
RELOCATION OF A SIGN ASSOCIATED WITH THE RIGHT-OF-WAY ACQUISITION  
FOR THE 2015 DIVISION AVENUE (54<sup>TH</sup> STREET TO 60<sup>TH</sup> STREET) PROJECT

WHEREAS:

1. The City of Wyoming and the City of Kentwood have jointly received funding to reconstruct Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street in 2015, widening to five lanes and adding bike lanes.
2. The City of Wyoming is currently in the process of acquiring additional right-of-way along the project, from a 33-foot existing width to a 50-foot proposed width along the corridor.
3. As part of the right-of-way acquisition, signs, lights, and other property features are being relocated outside the proposed right-of-way width.
4. Valley City Sign has submitted a quote for multiple sign relocations associated with the Kaiser property at 5815 South Division Avenue in the amount of \$19,842 for the relocation of three (3) signs and associated electrical equipment.
5. The costs for this work can be financed out of the Capital Improvements Program account number 400-441-50200-972502 (2013 CP DivAve 54<sup>th</sup> to 60<sup>th</sup> CTL, 2015 Division Avenue 54<sup>th</sup> – 60<sup>th</sup> Center Turn Lane).

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes payment to Valley City Sign for the relocation of a sign and electrical service at 5815 South Division Avenue in the amount of \$19,842.

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 July 7, 2014.

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

## Staff Report

Date: June 25, 2014

Subject: Valley City Sign – 5815 Division Avenue Sign Relocations

From: Russ Henckel, Assistant Director of Public Works - Engineering

Meeting Date: July 7, 2014

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### Recommendation:

Staff recommends payment to Valley City Sign for the relocation of three (3) existing signs located at 5815 South Division Avenue. The sign relocations are required as part of the right-of-way acquisition for the 2015 Division Avenue reconstruction project from 54<sup>th</sup> Street to 60<sup>th</sup> Street. Valley City Sign submitted a quote to relocate the sign outside of the proposed right-of-way in the amount of \$19,842.

### Sustainability Criteria:

Environmental Quality – No significant impact.

Social Equity – No significant impact.

Economic Strength – No significant impact.

### Discussion:

The City of Wyoming and the City of Kentwood have jointly received funding for the reconstruction and widening of Division Avenue from 54<sup>th</sup> Street to 60<sup>th</sup> Street in 2015. In preparation for the project, the City of Wyoming is acquiring the necessary right-of-way along the corridor, widening from 33 feet to 50 feet. Any signs, lighting, or other appurtenances within the acquired frontage are being relocated at this time in preparation for the reconstruction. Valley City Sign has submitted a quote to relocate a sign at 5815 South Division Avenue as a part of the Kaiser acquisition. The estimate to relocate the three (3) existing signs outside the acquired right-of-way totals \$19,842. The work can be financed out of the Capital Improvements Program account number 400-441-50200-972502 (2015 Division Avenue 54<sup>th</sup>-60<sup>th</sup> Center Turn Lane).

It is recommended that the City Council authorize Valley City Sign to relocate an existing sign at 5815 South Division Avenue outside the proposed right-of-way in the amount of \$19,842 in preparation for the 2015 Division Avenue (54<sup>th</sup> Street to 60<sup>th</sup> Street) Reconstruction project.

### Budget Impact:

Funds are available in the Capital Improvements Program.

Attachment: Valley City Sign Quote

Working Location: Michigan Mobile Home Connectio  
5815 South Division Avenue  
Wyoming MI 49548

Wyoming City of  
1155 28th Street SW  
Wyoming MI 49509

Contact: Russ Henckel, Engineering Dept  
Salesperson: Jay Clark  
Date: 6/3/2014

It is VALLEY CITY SIGN'S pleasure to submit this quotation for the following:

Qty	Item Number	Drawing # / Description	Unit Price	Extended Price
2	REPLACEMENT FACES	150999A-1	2,197.50	\$4,395.00
		* 96"h x 144"w Replacement flex faces		
		* Retro body tension frame assembled to existing cabinet		
		* White flex faces with applied vinyl graphics		
		* Paint one (1) color, Vinyl two (2) colors		
		* No other servicing of the sign is included		
2	SERIES 12 SIGN	151408B	1,461.00	\$2,922.00
		* Double faced illuminated entrance directional signs		
		* 20.45"h x 42.25"w Cabinet with painted finish		
		* 3" x 7" @ 36"h Aluminum posts with painted finish		
		* Lexan faces with vinyl graphics		
		* Paint one (1) color, Vinyl one (1) color		
1	INSTALLATION MATERIALS	Installation materials	767.00	\$767.00
		* Labor and Materials to weld on steel post stubs to existing pylon sign		
1	INSTALLATION	Drawing not required	10,348.00	\$10,348.00
		* Remove and Save (1) existing pylon sign		
		* Remove and Scrap (2) existing directional signs		
		* Cut posts off at grade, leave foundations in ground		
		* Reinstall (1) pylon sign at new location		
		* Install (2) new directional signs		
		* Relocate existing electrical service back approximately 240"		
		* Installation of (3) signs includes inground concrete foundations.		

Continued on next page.....

Working Location: Michigan Mobile Home Connectio      Quote QTE00025252      Wyoming City of  
 5815 South Division Avenue      1155 28th Street SW

Wyoming MI 49548      Wyoming MI 49509  
 Contact: Russ Henckel, Engineering Dept  
 Salesperson: Jay Clark  
 Date: 6/3/2014

Qty	Item Number	Drawing # / Description	Unit Price	Extended Price
-----	-------------	-------------------------	------------	----------------

1	INSTALLATION	Drawing not required	0.00	\$0.00
		* Strain Electric to Remove and Scrap (1) wood utility pole with service panel and meter socket, conduit and overhead electrical line back to next utility pole to the west and terminate electrical service at that pole.		
		* Strain Electric to Remove and Scrap (4) parking lot light poles and cap electrical service.		

1	ADMINISTRATION FEE-PERMITS	Fees to obtain permits & SED's	200.00	\$200.00
		* Administrative fee to pull permits and sealed engineered drawings		

TERMS	CREDIT LINE	Subtotal	\$18,632.00
Net 30	\$26,000.00	Permits	\$1,210.00
		Tax	\$0.00
		Total	\$19,842.00

NOTES  
 Installation cost based on normal conditions.  
 Pricing does include sealed engineered drawings.  
 Sealed engineered drawing pricing and permit fees are reflected within the permits amount to the right.  
 Valley City Sign will coordinate placement of the signs with the customer and city officials.  
 The signs are in compliance with current city sign ordinances.

Pricing is valid for 90 days from date of quote, unless noted above.  
 Message Systems pricing is valid for 30 days from date of quote.

I authorize Valley City Sign to fill out any application necessary to obtain a sign permit for this project.  
 By signing below, I agree to the attached terms and conditions, or as previously agreed to.

Name/Title      Signed By      Date

Working Location: Michigan Mobile Home Connectio  
5815 South Division Avenue

Quote QTE00025252

Wyoming City of  
1155 28th Street SW

Wyoming MI 49548

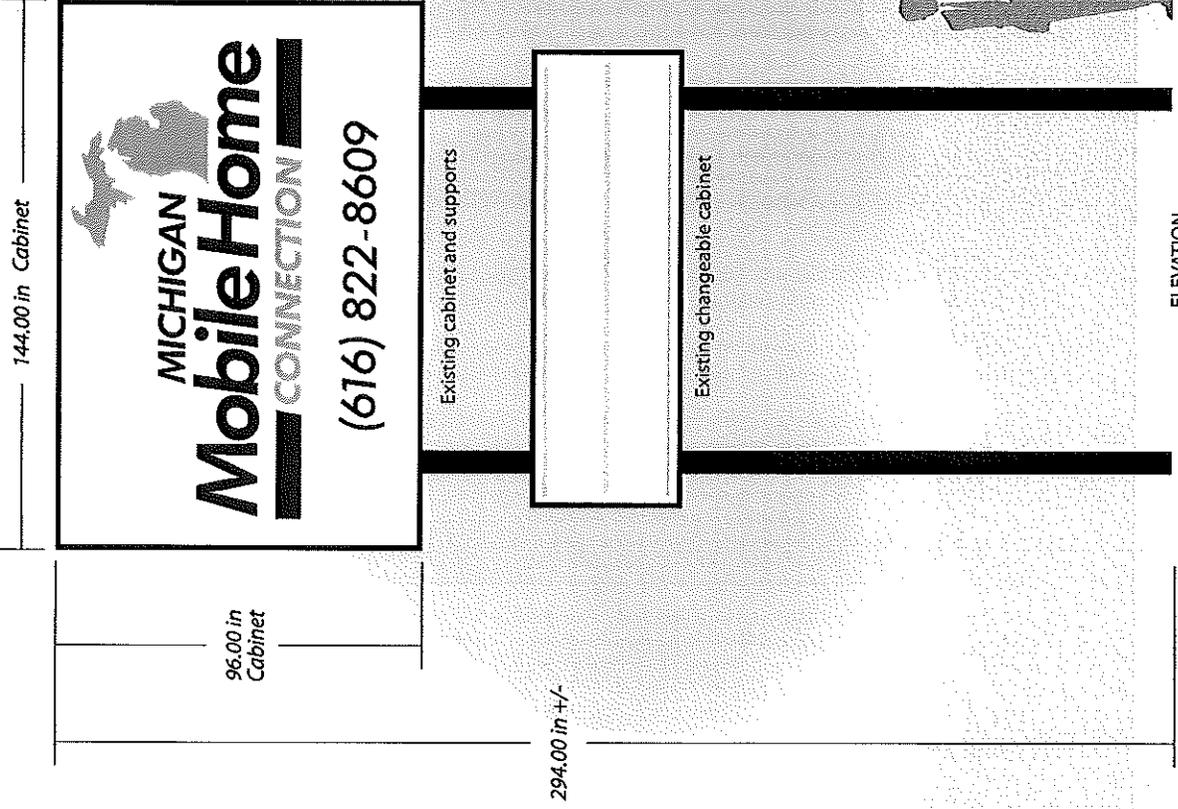
Contact: Russ Henckel, Engineering Dept  
Salesperson: Jay Clark  
Date: 6/3/2014

Wyoming MI 49509

Qty	Item Number	Drawing # / Description	Unit Price	Extended Price
-----	-------------	-------------------------	------------	----------------

Purchase Order # (If a purchase order is not required, please enter "N/A")

Valley City Sign \_\_\_\_\_ 5009 West River Drive, Comstock Park, MI 49321 (616) 784-5711 Fax (616) 784-8280



**REPLACEMENT FACES:**  
 - Faces to be Panagraphics III  
 - Surface applied vinyl graphics and text

Tangerine Scotchcal #2336-9P	European Blue Scotchcal #3630-137	MAF Black
------------------------------	-----------------------------------	-----------

**CONCEPT**  
**DRAWING #150,999A-1**  
 TWO (2) REPLACEMENT FACES FOR EXISTING D/F  
 PYLON SIGN  
 SCALE: 1/4" = 1'-0"

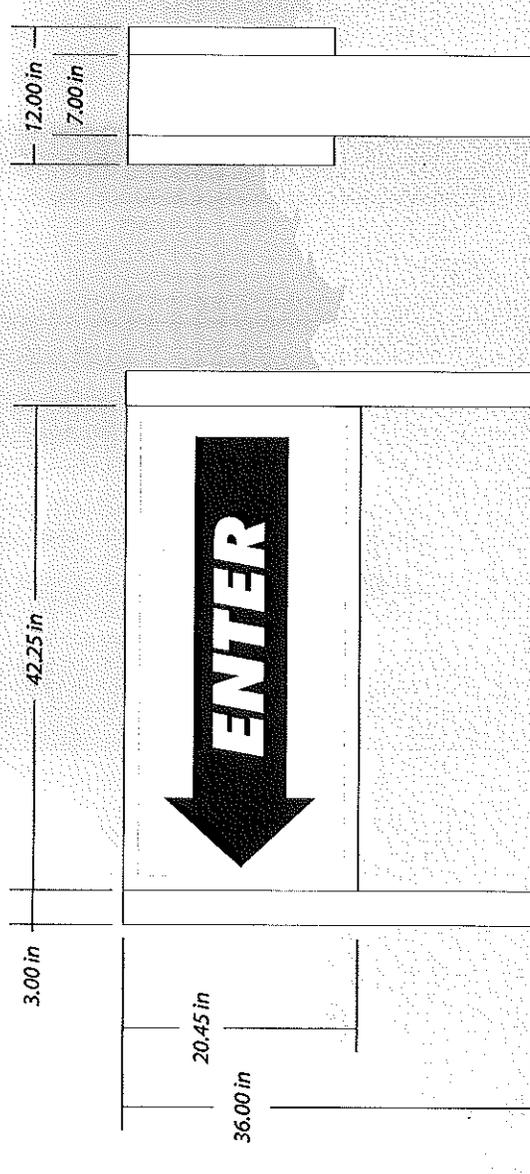
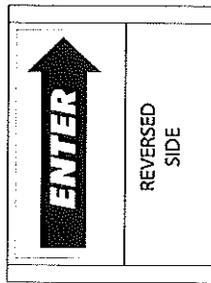
PROJECT: Michigan Mobile Home  
 PHOTOSCAN (S): No DESIGNER: SV  
 DATE: 5-28-14 REVISIONS: SV  
 HOURS: 1.0+-.25 SALES: JC

CUSTOMER SIGNATURE

**VALLEY CITY SIGN**  
 An Employee Owned Company

5009 West River Drive • Comstock Park, MI 49321 • Ph.616.784.5711 • Fax.616.784.8280 • www.valleycitysign.com

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ELEVATION

SIDE VIEW

**CONCEPT:**

- Series 12, Cabinet
- Access Frame, Slide Retainers
- Series 7, Rectangular Posts
- White Lexan faces
- Surface applied vinyl graphics and text
- Internally illuminated, 120 volt



**CONCEPT**

**DRAWING #151,408B**

TWO (2) D/F INTERNALLY ILLUMINATED DIRECTIONAL SIGNS  
SCALE: 3/4" = 1'-0"

PROJECT: Michigan Mobile Home

PHOTOSCAN (S): No DESIGNER: SV

DATE: 5-28-14 REVISIONS: SV(2)

HOURS: .5 +.5+.25 SALES: JC

CUSTOMER SIGNATURE

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

RESOLUTION TO AUTHORIZE PREVENTATIVE MAINTENANCE ON  
TWO STAND-BY GENERATORS FROM MICHIGAN CAT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City authorize preventative maintenance on two stand-by generators from Michigan CAT at a total cost of \$20,142.30.
2. Funds for the purchase are available in the Clean Water Plant Maintenance and Repair account number 590-590-54300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the preventative maintenance on two stand-by generators from Michigan CAT.
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:

ATTACHMENTS:

Staff Report  
Quotation

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

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

## Staff Report

Date: June 19, 2014  
Subject: Preventive Maintenance Work on Stand-by Generators  
From: Tom Wilson, Clean Water Plant Maintenance Supervisor  
Date of Meeting: July 7, 2014

---

### Recommendation

It is recommended that the City Council award the quotes from Michigan CAT to perform preventive maintenance work on the Clean Water Plant's two stand-by generators at a total cost of \$20,142.30 which includes both labor and parts.

### 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:

The City of Wyoming Clean Water Plant owns and operates two 2-megawatt Michigan CAT stand-by generators that provide backup power to the whole facility during a power outage. The generators were installed during the 2008 aeration tank project and are currently at the recommended hours for which preventive maintenance is recommended to ensure that the generators are running properly. The work that needs to be done on each generator includes draining the coolant,

installation of inline valves on the coolant lines, replacement of the coolant, valve adjustment on the 18

valves, and replacement of the batteries. The cost per generator is \$10,071.15 for a total cost of \$20,142.30. It isn't possible to provide a competitive quote for this work since the only other qualified company is the local Cummins Diesel dealer, which is Caterpillar's direct competitor in this industry. To ensure that the maintenance work to be performed is done accurately, therefore, and with the correct parts, it is highly recommended that it be completed by the manufacturer of the generators, Michigan CAT.

**Budget Impact:**

Based on the information presented, it is recommended that the City Council accept the quote received from Michigan CAT to perform preventive maintenance on the two Michigan CAT generators at the Clean Water Plant in the amount of \$20,142.30. Adequate funds are available in the Clean Water Plant Maintenance and Repair Account #590-590-54300-930000.



---

Approved: Myron Erickson, PE, CWP Plant Superintendent



Quotation#: 80001  
 CSA Quote

Bill to:  
 City of Wyoming  
 Wyoming, Michigan 49509

Ship to:  
 City of Wyoming  
 Wyoming, Michigan 49509

**General Information**

Contact name: Tom Wilson      Phone number: 616-813-2136  
 Unit number: #2                      Manufacturer: CATERPILLAR  
 Model: 3516 IND                      Serial number: 0ZAP00545  
 Effective date: 2014-05-28        Expiration date: 2014-08-28  
 Meter:

Description	Unit Price	Quantity	Ext Price
Travel and mileage for 2 trips	\$120.00	2	\$240.00
Battery (2) 1400 CCA wires and tray			\$1,336.18
Parts include the 2 batteries and frame work to sit batteries on and the wires to hook batteries up			
Coolant			\$2,158.97
This is a only an estimate of the coolant will NOT know how much until we drain the system.			
Valve Adjustment	\$500.00	1	\$500.00
Labor to up grade the batteries	\$750.00	1	\$750.00
Labor to remove the batteries and dispose of them. Install 2 (4D) batteries and the mount and wire in.			
Labor for coolant maintenance	\$1,250.00	1	\$1,250.00
Will drain the coolant replace the thermostats and fill with coolant and return after the valves are installed to fill system			
Installation of 4 valves	\$3,836.00	1	\$3,836.00
<ul style="list-style-type: none"> <li>- Based on installing valves in four 6" steel pipe lines and four 2 1/2" pipe line</li> <li>- To accomplish this we would remove the eight existing piping flex connectors.</li> <li>- New assemblies will be fabricated that consist of Milwaukee</li> </ul>			



Quotation#: 80001  
CSA Quote

Description	Unit Price	Quantity	Ext Price
-------------	------------	----------	-----------

lugged butterfly  
isolation valves and "Metra flex" expansion and vibration  
couplings.  
a- There will be four of these assemblies in nominal 6" pipe size  
b- There will be four of these assemblies in nominal 2 1/2 " pipe  
size  
- Price includes bolts, gaskets, and installation on site.

Sub-total     \$10,071.15  
Total         \$10,071.15

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

This is a quote for service needed from the last PM. We would also recommed having a pipe fitter come in and add ball valves to the coolant lines to isolate the radiator from the engine.  
Please give me a call with any question.  
Thanks  
Mark Meeuwenberg

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

Customer Signature: \_\_\_\_\_



Quotation#: 80001  
Parts Attachment

**Battery (2) 1400 CCA wires and tray**

Vendor	Qty	Part number	Description	Unit price	Ext. price	Note
CATERPILLAR	2		BATTERY	\$306.03	\$612.06	
	1		CABLE A	\$46.94	\$46.94	
	1		SUPPORT A	\$400.67	\$400.67	
	1		CABLE AS	\$123.46	\$123.46	
	1		CABLE A	\$153.05	\$153.05	

**Coolant**

Vendor	Qty	Part number	Description	Unit price	Ext. price	Note
CATERPILLAR	2		GASKET	\$2.85	\$5.70	
	3		COOLANT-ELE	\$640.11	\$1,920.33	
	4		REGULATOR-TE	\$41.49	\$165.96	
	4		SEAL	\$13.48	\$53.92	
	1		GASKET	\$1.64	\$1.64	
	2		GASKET	\$2.56	\$5.12	
	1		GASKET	\$6.3	\$6.30	



Quotation#: 80002  
 CSA Quote

Bill to:  
 City of Wyoming

Ship to:  
 City of Wyoming

Wyoming, Michigan 49509

Wyoming, Michigan 49509

General information

Contact name: Tom Wilson      Phone number: 616-813-2136  
 Unit number: #1                      Manufacturer: CATERPILLAR  
 Model: 3516 IND                      Serial number: 0ZAP00547  
 Effective date: 2014-05-28      Expiration date: 2014-08-28  
 Meter:

Description	Unit Price	Quantity	Ext Price
Travel and mileage for 2 trips	\$120.00	2	\$240.00
Battery (2) 1400 CCA wires and tray			\$1,336.18
Parts include the 2 batteries and frame work to sit batteries on and the wires to hook batteries up			
Coolant			\$2,158.97
This is a only an estimate of the coolant will NOT know how much until we drain the system.			
Valve Adjustment	\$500.00	1	\$500.00
Labor to up grade the batteries	\$750.00	1	\$750.00
Labor to remove the batteries and dispose of them. Install 2 (4D) batteries and the mount and wire in.			
Labor for coolant maintenance	\$1,250.00	1	\$1,250.00
Will drain the coolant replace the thermostats and fill with coolant and return after the valves are installed to fill system			
Installation of 4 valves	\$3,836.00	1	\$3,836.00
<ul style="list-style-type: none"> <li>- Based on installing valves in four 6" steel pipe lines and four 2 1/2" pipe line</li> <li>- To accomplish this we would remove the eight existing piping flex connectors.</li> <li>- New assemblies will be fabricated that consist of Milwaukee</li> </ul>			



Quotation#: 80002  
CSA Quote

Description	Unit Price	Quantity	Ext Price
lugged butterfly Isolation valves and "Metra flex" expansion and vibration couplings. a- There will be four of these assemblies in nominal 6" pipe size b- There will be four of these assemblies in nominal 2 1/2 " pipe size - Price includes bolts, gaskets, and installation on site.			
Sub-total			\$10,071.15
Total			\$10,071.15

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

This is a quote for service needed from the last PM. We would also recommend having a pipe fitter come in and add ball valves to the coolant lines to isolate the radiator from the engine.  
Please give me a call with any question.  
Thanks  
Mark Meeuwenberg

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

Customer Signature: \_\_\_\_\_



Quotation#: 80002  
 Parts Attachment

**Battery (2) 1400 CCA wires and tray**

Vendor	Qty	Part number	Description	Unit price	Ext. price	Note
CATERPILLAR	2		BATTERY	\$306.03	\$612.06	
	1		CABLE A	\$46.94	\$46.94	
	1		SUPPORT A	\$400.67	\$400.67	
	1		CABLE AS	\$123.46	\$123.46	
	1		CABLE A	\$153.05	\$153.05	

**Coolant**

Vendor	Qty	Part number	Description	Unit price	Ext. price	Note
CATERPILLAR	2		GASKET	\$2.85	\$5.70	
	3		COOLANT-ELE	\$640.11	\$1,920.33	
	4		REGULATOR-TE	\$41.49	\$165.96	
	4		SEAL	\$13.48	\$53.92	
	1		GASKET	\$1.64	\$1.64	
	2		GASKET	\$2.56	\$5.12	
	1		GASKET	\$6.3	\$6.30	

ORDINANCE NO. 11-14

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE  
OF THE CITY OF WYOMING BY ADDING  
SUBSECTION (96) 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 (96) thereto, to read as follows:

- (96) To rezone 1.2 acres of a property located at 2660 Burlingame Avenue SW from DC Downtown Center and B-2 General Business to I-2 General Industrial

LEGAL DESCRIPTION:

That part of Section 11, all of Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the SW corner of Section 11 and the NW corner of Section 14 (28<sup>th</sup> Street); thence North along said West line of Section 11 (Burlingame Avenue) to a point 716.13 feet North of the SW corner of Section 11; thence East parallel with the S 1/8 line of Section 11, 506.56 feet; thence Southeasterly 70.71 feet to a point on the East line of the West 557.0 feet of the W 1/2 of the SW 1/4 of Section 11; said point also being the Place of Beginning:

Thence South along said East line 195.0 feet to a point on the North line of the South 475.0 feet of the W 1/2 of the SW 1/4 of Section 11; thence East along said North line, 212.0 feet to a point on the West line of the East 220.0 feet of the W 3/4 of the S 1/2 of the SW 1/4 of the SW 1/4 of Section 11; thence North along the said West line 100.0 feet to a point on the North line of the SE 1/4 of the SW 1/4 of the SW 1/4 of Section 11; thence East along said North line 110.0 feet to a point on the East line of the SW 1/4 of the SW 1/4 of Section 11; thence North along said East line 95.0 feet to a point, thence West 312.0 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



- 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

May 27, 2014

Ms. Heidi A. Isakson  
City Clerk  
Wyoming, MI

Subject: Request to rezone 1.2 acres of a property located at 2660 Burlingame Avenue SW from DC Downtown Center and B-2 General Business to I-2 General 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 May 20, 2014. A motion was made by Bueche, supported by Goodheart, to recommend to City Council approval of the proposed rezoning. After discussion the motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information:

On March 3, 2014, the City Council approved the rezoning of the 28th Street corridor from Clyde Park Avenue to Burlingame Avenue to the Form Based Code (FBC) District. The currently proposed rezoning is for a portion of the City of Wyoming Public Works Facility that primarily contains a storage building and outdoor storage yard (see attached exhibits). Storage of this nature is an industrial use and not a commercial use. This property was held out of the prior rezoning so as to not detract from the overall importance and focus of the FBC consideration. This proposed rezoning will bring the DPW Facility into conformance with the I-2 General Industrial zoning, and will remove the last property zoned DC Downtown Center in the City. This rezoning will then allow for the associated Zoning Code amendments which will remove all references to the Downtown Center Zoning District.

Conformance with the City of Wyoming Sustainability Principals: 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-2 General Industrial will bring this portion of the DPW Facility into conformance with the balance of the site. The overall DPW site functions as an industrial use and not a commercial use. Conformance of land uses

with the underlying zoning district promotes social equity. 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 no public comments at the public hearing. A motion was made by Bueche, supported by Goodheart, to recommend to the City Council approval of the proposed rezoning. After discussion, the motion passed unanimously.

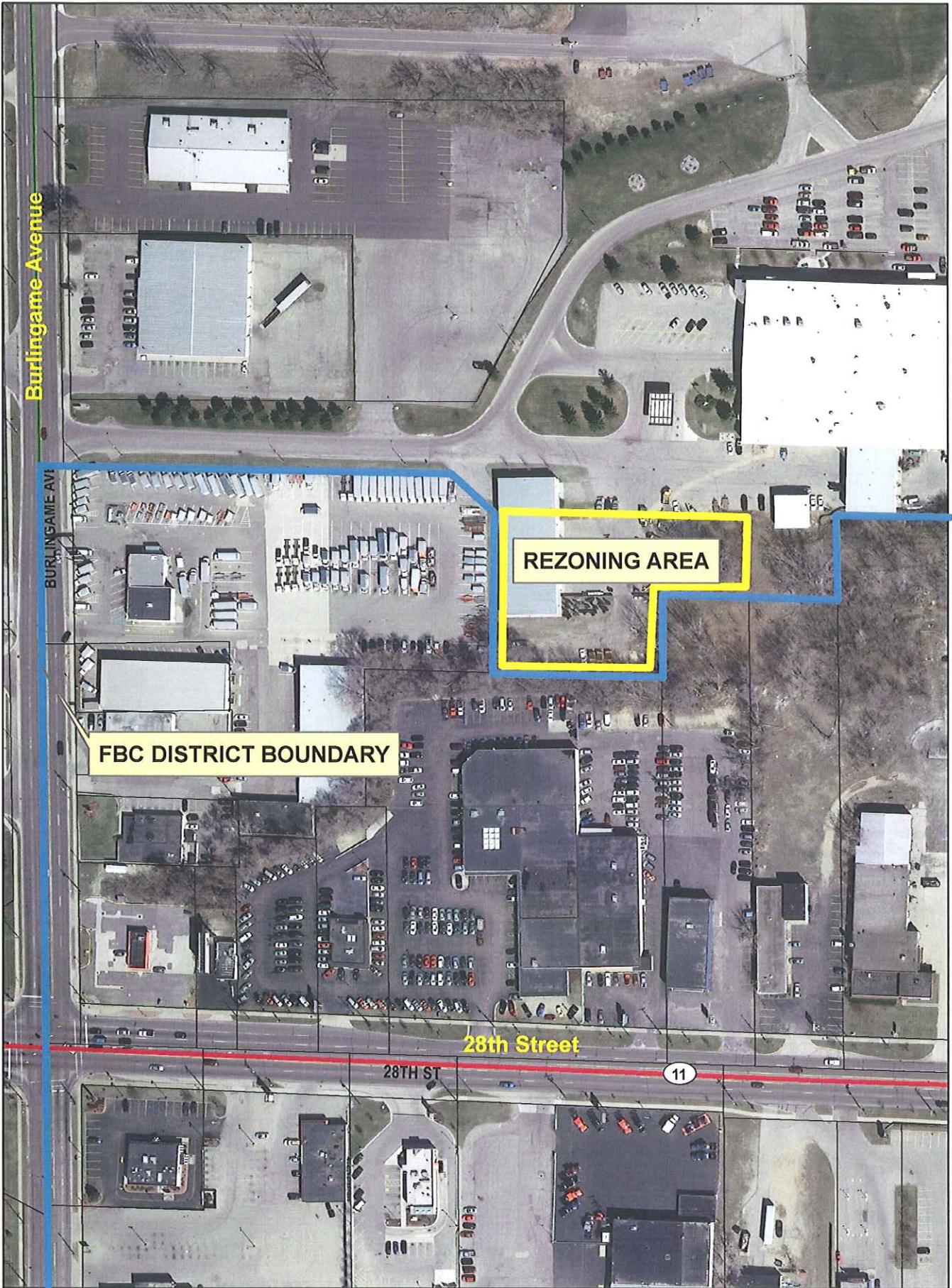
Respectfully submitted,



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Timothy Cochran, City Planner  
Planning and Development Department

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



Burlingame Avenue

BURLINGAME AVI

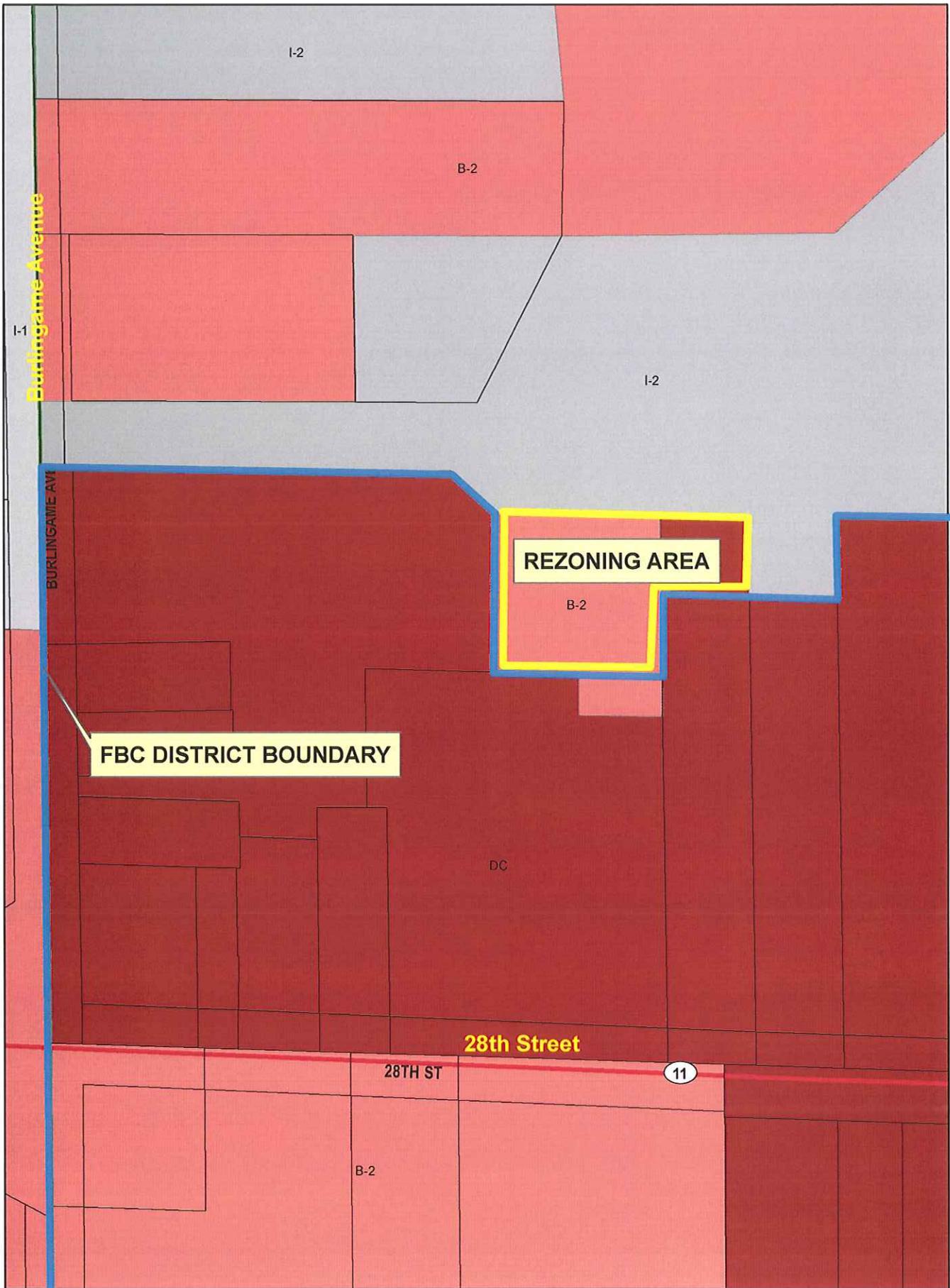
REZONING AREA

FBC DISTRICT BOUNDARY

28th Street

28TH ST

11



Burlington Avenue

BURLINGAME AV

I-2

B-2

I-2

REZONING AREA

B-2

FBC DISTRICT BOUNDARY

DC

28th Street

28TH ST

11

B-2

JRS/sak  
7/7/14

ORDINANCE NO. 17-14

AN ORDINANCE TO AMEND SECTIONS 90-337(5) and 90-372(4),  
TO ADD SECTIONS 90-402(5), 90-617(8), 90-901(4) AND 90-952(12)  
AND TO REPEAL SECTION 90-56 AND A PORTION OF  
SECTION 90-895 OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-337(5) of the Code of the City of Wyoming is hereby amended to read as follows:

(5) Drive through restaurants

Section 2. That Section 90-372(4) of the Code of the City of Wyoming is hereby amended to read as follows:

(4) Drive through restaurants

Section 3. That Section 90-402(5) of the Code of the City of Wyoming is hereby added to read as follows:

(5) Drive through restaurants

Section 4. That Section 90-617(8) of the Code of the City of Wyoming is hereby added to read as follows:

(8) Drive through restaurants

Section 5. That Section 90-901(4) of the Code of the City of Wyoming is hereby added to read as follows:

(4) Drive through restaurants

Section 6. That Section 90-952(12) of the Code of the City of Wyoming is hereby added to read as follows:

(12) Drive through restaurants

Section 7. That Section 90-56 of the Code of the City of Wyoming is hereby repealed.

Section 8. That the portion of Section 90-895 of the Code of the City of Wyoming entitled "Drive-in restaurants" is hereby repealed.

Section 9. 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. \_\_\_\_\_



- 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

June 23, 2014

Ms. Heidi A. Isakson  
City Clerk  
Wyoming, MI

**Subject:** Request to amend Zoning Code Section 90-56 Drive-in Establishment, Section 90-337 (5) B-1 Local Business District, Section 90-372 (4) B-2 General Business District, Section 90-402 (5) B-3 Planned Business District, Section 90-617 (8) PUD-1 Low Density Planned Unit Development District, Section 90-895 Requirements for Permitted Uses After Special Approval, Section 90-901 (4) PUD-2 Planned Commercial Development District and Section 90-952 (12) PUD-3 Planned Health Care District to allow drive through restaurants in all commercial districts by Special Use Approval.

**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 June 17, 2014. A motion was made by Bueche, supported by Woodruff, to recommend to the City Council the subject Zoning Code 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 City of Wyoming has numerous commercial zoning districts. Each was created to guide desired land development. These districts include B-1 Local Business (located primarily at neighborhood intersections), B-2 General Business (Division Avenue and 28th Street), B-3 Planned Business (54th Street and Clyde Park Avenue), PUD-1 Low Density Planned Unit Development (Bayberry Farms), PUD-2 Planned Commercial Development District (WilsonTown Shopping Center), PUD-3 Planned Health Care District (Metro Health Village), and Form Based Code (28th Street Downtown Area).

Historically, one of the distinctions within the various commercial areas was to restrict drive-in restaurants (which was expanded to include drive-through restaurants) only to the B-2 General Business District. Over the years, numerous

deliberations have ensued at the City as developers desired to provide drive through restaurants in areas not zoned for such use.

It is recognized that drive through restaurants have become common place and the original concerns regarding their operations (vehicle stacking, noise, etc.) have diminished. They are now being proposed with such business interests as Tim Horton's, Subway and Jimmy John's. The Form Based Code was recently constructed in recognition that drive through restaurants could be accommodated even in compact developments. Staff is aware of development interests in commercial areas of the City where they would be prohibited by the current zoning restrictions.

Wyoming's drive-in ordinance restrictions have been in place essentially since 1983 and are outdated. It is staff's recommendation that drive through restaurants should be allowable in all commercial districts with Special Use Approval from the Planning Commission. The high level of scrutiny provided by this process, including the required public hearing, is sufficient to determine whether a drive through restaurant use is suitable at any given commercial location. As such, the outdated Zoning Code design and access requirements found in Sections 90-56 and 90-895 are also proposed to be removed.

Proposed ordinance amendments (in bold):

Section 90-56 Drive-in Establishment:

Remove all wording. Replace with **Reserved**.

Section 90-337 (5) B-1 Local Business District:

Remove Drive-in restaurants or other drive-in establishments serving food or beverages. Replace with **Drive through restaurants**.

Section 90-372 (4) B-2 General Business District:

Remove Drive-in restaurants or other drive-in establishments serving food or other beverages. Replace with **Drive through restaurants**.

Section 90-402 (5) B-3 Planned Business District:

Add **Drive through restaurants**.

Section 90-617 (8) PUD-1 Low Density Planned Unit Development District:

Add **Drive through restaurants**.

Section 90-895 Requirements for Permitted Uses After Special Approval:

**Remove Drive-in restaurants**.

Section 90-901 (4) PUD-2 Planned Commercial Development District:  
Add **Drive through restaurants**.

Section 90-952 (12) PUD-3 Planned Health Care District:  
Add **Drive through restaurants**.

The Development Review Team suggested the Planning Commission recommend to the City Council the subject Zoning Code amendments.

At the public hearing there were no public comments. Two letters of support for the ordinance amendment were provided. A motion was made by Bueche, supported by Woodruff, to recommend to the City Council the subject Zoning Code amendments. After discussion, the motion passed unanimously.

Respectfully submitted,

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

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