

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

Monday, May 9, 2016, 7:00 P.M.

- 1) Call to Order**
- 2) Student Recognition**
- 3) Public Comment on Agenda Items (3 minute limit per person)**
- 4) Wyoming Bikeways Plan Update**
- 5) Proposed Ordinance Amendments for Massage Establishments**
- 6) Downtown Development Authority Budget for FY 2017**
- 7) Grand Valley Regional Biosolids Authority Budget for FY 2017**
 - Property Sale Agreement with ITP**
- 8) 2017-2025 Street and Utility Capital Improvement Program**
- 9) Fee Schedule Changes for Engineering Department**
- 10) Final FY 16-17 Budget Review**
- 11) Any Other Matters**
- 12) Acknowledgement of Visitors/Public Comment (3 minute limit per person)**



Wyoming Bikeways Plan Update

City of Wyoming

November 2015

progressive|ae

Progressive AE
1811 4 Mile Rd NE
Grand Rapids, MI 49525

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Introduction/Project Process

In communities across Michigan and the nation, there is a growing need and responsibility to provide options that give people the opportunity to walk or bicycle to more places and to feel safe while doing so. The benefits of non-motorized transportation, whether for utilitarian or recreational purposes, can be defined in terms of improved environmental and personal health, reduced traffic congestion, and enhanced quality of life.

To that end the City of Wyoming wished to review the current bikeway system and develop an updated version of the city's bikeways plan map to recognize the additions to the system over the past few years and the ever-changing demands and expectations of the biking community, both within the city and in neighboring communities. The primary focus of this technical summary is to help confirm past targets for bikeways system improvements and identify new opportunities to provide connections to key points of interest and generally expand the bikeways system to meet long term non-motorized goals.



Purpose of the Update Plan

The plan is intended to help guide bikeways facility planning, design, and construction for the City of Wyoming. The plan is also intended to serve as a foundation for future grant applications and funding requests. While the focus of this plan is on infrastructure improvements, education and enforcement should also be considered as important elements of a comprehensive approach to bikeways and non-motorized transportation planning.

Plan Summary Content

This technical plan summary includes the following elements:

- A review of current and past documents and initiatives related to bikeways transportation planning;
- An analysis of the existing system's condition;
- The identification of current and future connectivity needs;
- The description of design guidelines for on-road and off-road bikeways facilities;
- The identification of corridors and routes that present bikeways opportunities, including street conversions from four to three lanes; and
- Recommendations for facility improvements and treatment.

Project Process

At the outset of the update process the bikeways consultant met with city staff to collect and review the existing bikeways system data, review the project schedule, and begin to identify issues and opportunities as they related to the potential system connections and additions or revisions. During this initial period other information was collected and reviewed including Wyoming corridor traffic data, bikeways and recreational plans for adjacent communities, and the latest bikeways and complete streets information to provide a foundation for this plan update effort.

Utilizing the existing base information, a complete bikeways system reconnaissance was completed within the city that provided a comprehensive review and verification of existing system conditions. Existing non-motorized transportation facilities and currently planned connections were checked to update their current applicability. After subsequent analysis and review a draft updated bikeways system map illustrating the various existing and recommended new bikeways system improvements were created.

As part of the system improvement analysis and recommendations, the bikeway consultant analyzed several corridor sections for their potential viability for four-to-three lane conversion. The results of that task identified several streets that would make good candidates for such a conversion, thereby providing space for bike lanes.

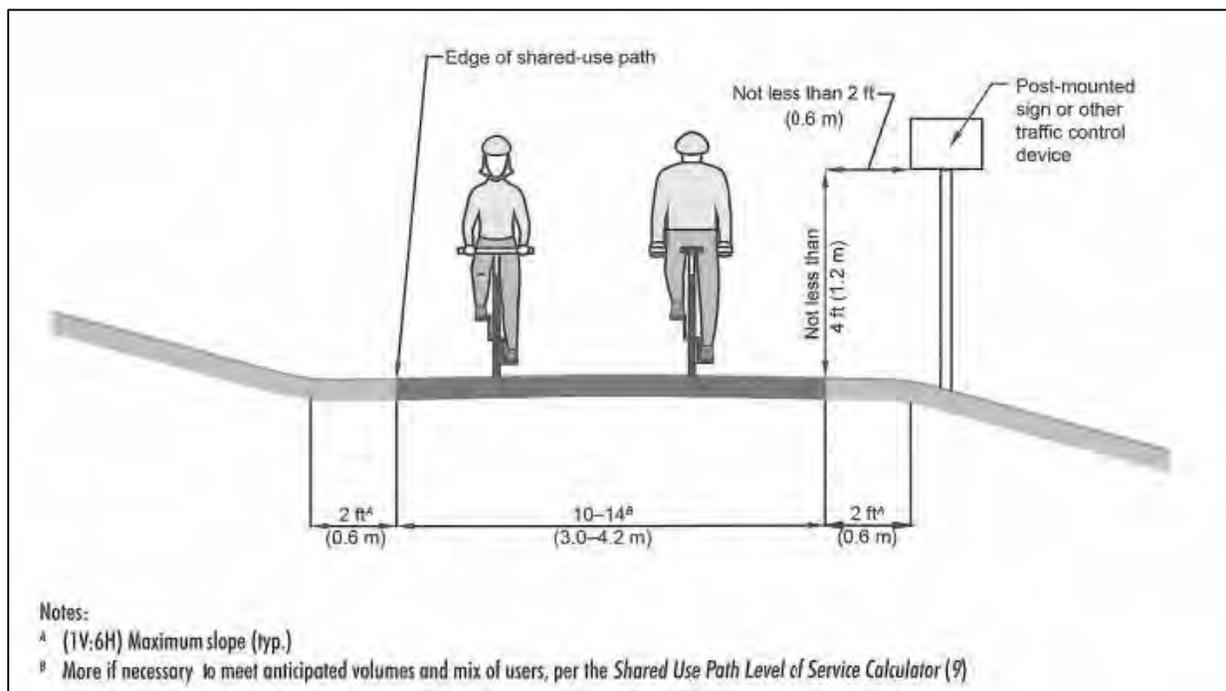
A draft of the bikeways system map was submitted to city staff for review and comment. After a meeting to discuss revisions, a final version of the plan was then developed that reflected the comments and concerns.

The following sections summarize the findings and recommendations drawn through this process.

Facility Types and Definitions

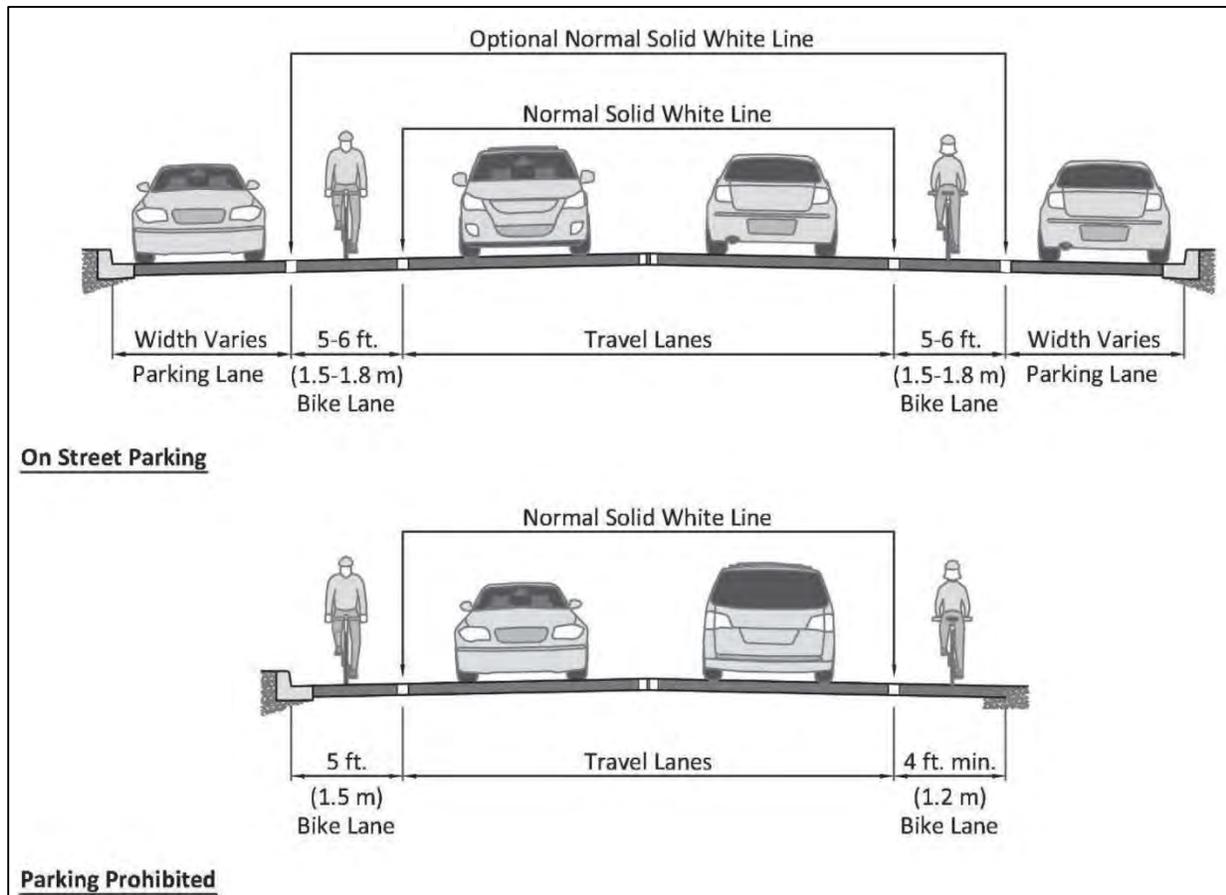
As a refresher on common terms used throughout this report, this section provides a brief summary of a couple of the bike facility types used or planned for in Wyoming. Bikeways facilities pertinent to the Wyoming Bikeways Plan are shared-use paths, paved shoulders and bicycle lanes, and off-street trails. For purposes of this study, the following AASHTO (American Association of State Highway and Transportation Officials) definitions or guidelines were utilized.

Shared-use Path: A bikeway physically separated from motor vehicle traffic by an open space or barrier and either within the highway right-of-way or within an independent right-of-way/easement. Shared-use paths may also be used by pedestrians, skaters, wheelchair users, joggers, and other non-motorized users. Most shared-use paths are designed for two-way travel.



(Source: Guide for the Development of Bicycle Facilities, 2012 Fourth Edition)

Bicycle Lane: A portion of roadway that has been designated for preferential or exclusive use by bicyclists by pavement marking and, if used, signs. It is intended for one-way travel, usually in the same direction as the adjacent traffic lane, unless designed as a contra-flow lane.



(Source: www.fhwa.dot.gov)

The types of cross-sections and bikeways facilities illustrated above are currently in use within the city and/or are planned. These may provide guidance in future development of regional and local shared-use paths, paved shoulders, and bike lanes.

Existing Bikeways Facilities

The City of Wyoming currently has a fairly extensive set of bikeway facilities that provide acceptable connectivity between many of the parks and other key locations within the city and to bikeways in adjacent communities. Substantial on-site reconnaissance of the existing system was completed, along with discussions with staff and past documents review, to confirm the location, type, and design of existing bikeways within the city. These generally fell into three categories; existing on-street facilities or routes, existing shared-use paths or “sidepaths”, and existing off-street trails.

There is a variety of each of these bikeways types within the city limits, with most of them deemed in one way or another as shared-use with the exception of on-street facilities. Existing, largely off-street, trails can be of a regional nature such as the Kent Trails path or more local facilities such as the trail currently providing a link between Byron Center Avenue and 52nd Street through the various parks/preserves. The most extensive of the existing facility types in Wyoming are the numerous shared-use paths that are located adjacent and parallel to city streets, particularly in the southern half of the city.



Though they may have met accepted standards for shared-use paths when they were constructed, many of these now fall short of currently accepted AASHTO standards. Only the shared-use paths along the east side of Clyde Park Avenue and the east side of a portion of Metro Way meet current standards and do not need to be upgraded in the future. There are other existing shared-use paths along Lee Street, Prairie Parkway, 52nd Street, Gezon Parkway, 56th Street, Ivanrest Avenue, Canal Avenue, and Kenowa Avenue that are deficient and are in need of upgrading.



There are only two existing on-street facilities that are sufficient per AASHTO standards—the first is on Porter Street, between Burlingame Avenue and Byron Center Avenue, which was completed in 2014. The second is on Division Avenue between 54th Street and 60th Street. Other on-street facilities will need to be upgraded, as they are critical for providing continued connectivity within Wyoming. Existing on-street facilities in need of upgrading are along portions of Lee Street; a network of streets between Prairie Parkway and 32nd Street; portions of Hillcroft, Buchanan and Coolidge; and a network of streets between 44th Street and Kelloggsville Park in the southeast part of the city.

There are some existing off-street trails within the city that meet current AASHTO standards and are worth noting. Within existing parks, there are trails in Pinery Park, Battjes Park, Hillcroft Park, Ideal Park, Charles Lemery Park, and Linus Palmer Park. Palmer Park is a Kent County Park. In addition, Kent Trails runs north-south through the west side of Wyoming, from Prairie Street on the north to the city limits on the south and the Fred Meijer M-6 Trail runs on both sides of Byron Center Avenue between Metro Way and M-6. There are other existing off-street trails within the city, however they are in need of upgrading; these include north-south segments in the southeast area of the city, between 36th Street and 44th Street and Kelloggsville Park and 60th Street.

All of these existing facility types may be seen on the Bikeways Map located later in this report.

Connectivity Analysis

A connectivity analysis was performed to define where additional bike path or bike lane links are needed. In particular, the analysis considered existing key points within the City of Wyoming as well as connections to adjacent community and regional systems. The purpose of this was to determine where connectivity gaps exist between significant destinations within the city, as well as gaps in connections to existing or proposed bikeway facilities in adjacent communities. For the most part, many of the existing east-west bikeway connections currently provide connectivity within the city. The issue with most of these east-west bikeway facilities is that they are in need of upgrading.

Some of the biggest gaps in the existing system appear to be from north to south, as well as in the east part of the city. Cleveland/DeHoop/Michael, Burlingame Avenue, and Byron Center Avenue appear to have the greatest potential for improving north-south connectivity by linking Pinery, Battjes and Lamar Parks in the north part of the city to Linus Palmer Park and the M-6 Fred Meijer Trail in the south city. By default, the linkage along Cleveland/DeHoop/Michael would also connect to any future redevelopment in the 28 West subarea in the middle of Wyoming. 28 West is a long-term vision for 28th Street to become a sustainable, economically vibrant, walkable town center.



Connectivity gaps also occur in the eastern part of the city with minimal trail or path connections east of US-131. Potential opportunities east of US-131 include an abandoned railroad right-of-way, a portion of the Plaster Creek corridor, Roger B. Chaffee Memorial Boulevard, Buchanan Avenue, and 32nd Street.



On Wyoming's perimeter there are several planned bikeway facilities in Grand Rapids, Grandville, Georgetown Township, and Byron Township that provide opportunities for improved connectivity. To the west these are along Porter Street and 56th Street. To the northeast they are at Plaster Creek, Buchanan Avenue, Madison Avenue, Burton Street, and Hall Street.

More specific identification of bikeway facilities to be upgraded or new bikeway facilities to improve connectivity are addressed later in this report.

Street Conversion Analysis

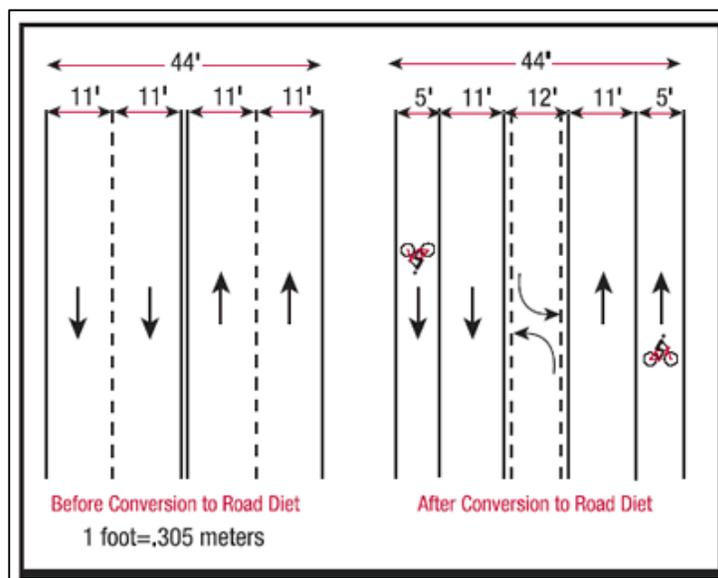
Complete Streets and Conversions/Lane Reductions

The underlying rationale for exploring the viability of converting applicable streets or street sections to three lanes are the City of Wyoming’s desire to:

- Pursue current complete streets ideals by making viable streets more functional for all users;
- Provide additional bike lanes and thereby bikeway linkages between key public and private destinations within the city;
- Provide those additional bike lanes relatively inexpensively without the need for widening/reconstruction of the street and utilities; and
- Provide a safer environment for pedestrians by offering cyclists an alternative to using the sidewalk, and a safer environment for cyclists by providing a designated pair of one-way lanes.

At the core of the potential street cross section conversion and ability to meet the above goals is the complete streets vision. To quote from a Federal Highway Administration (FHWA) publication Public Roads:

“... developing a transportation system primarily for motorized vehicular traffic has failed to meet the travel needs and preferences of large segments of the country’s population. Among the many factors influencing the planning, design, and operation of today’s streets are concerns about accommodating the needs of an aging population, improving public health and fitness, reducing dependence upon foreign oil, minimizing transportation costs, creating and maintaining vibrant neighborhoods, reducing the fossil fuel emissions that contribute to climate change, and adopting greener and more sustainable lifestyles. Ensuring that roads provide safe mobility for all travelers, not just motor vehicles, is at the heart of a new approach to envisioning and building surface transportation facilities known as “complete streets.””



Street cross section conversions, or “road diets,” are often seen as a key element of improving a street or corridor segment to help meet complete streets tenets if certain basic traffic volume characteristics are met. And they are also seen as a cost efficient way to provide additional bike facilities by making better use of a street’s current cross section. Such conversions are most often from four to three lanes, but have included five-to-three lane conversions if the street segment characteristics fit an appropriate profile.

Conversions/road diets/lane reductions can also offer numerous benefits to both drivers and pedestrians. On a four-lane street speeds can vary between lanes and drivers must slow or change lanes due to slower vehicles (e.g., vehicles stopped in the left lane waiting to make a left turn). In contrast, on streets with two through lanes plus a center turn-lane, drivers' speeds are limited by the speed of the lead vehicle in the through lanes, and through vehicles are separated from left-turning vehicles. Therefore, road diets may reduce vehicle speeds and vehicle interactions, and have been shown to reduce the number and severity of vehicle-to-vehicle crashes. Road diets can also help pedestrians by creating fewer lanes of traffic to cross and by reducing vehicle speeds. Independent before/after crash analysis studies have indicated that conversions typically result in crash reductions in the 20% range.

Conversion Candidate Street Identification

Traffic volumes are the key factor in determining whether one or more of the segments of a street in Wyoming would be a viable candidate for a conversion to three lanes. Federal and state guidelines, latter adopted in 2009, outline support for conversions to three lanes if the long term AADT (average annual daily traffic) projections are within/under a certain level of traffic per day. The desired maximum threshold is 15,000 vehicles per day, although a higher volume may be accepted if supported by additional applicable engineering analyses.

It is one thing to suggest that a street under current conditions would make a good candidate for a conversion, but any such decision should also take into account projected longer term traffic volumes. Given those base parameters, an analysis of existing and projected, 2035, traffic volumes was completed for



numerous streets and/or street segments within Wyoming that could provide an attractive addition to the bikeways system. The 2035 volumes used for this analysis were derived from the city's 2010 Thoroughfare Plan. Initially the candidates included the following major streets/segments that currently have four-lane cross sections:

- Burlingame Avenue
- 32nd Street, east of Division
- Buchanan Avenue
- Michael/DeHoop/Cleveland

Although all the streets, or portions thereof, initially appear to meet the “under 15,000” vehicle threshold, concerns regarding the potential for higher level of traffic and consistency of cross section came into play in regards to the first two of those streets, Burlingame Avenue and 32nd Street. The current daily volumes and 2035 projected daily volumes for the sections of the remaining two streets/corridors are as follows:

<u>Street/corridor</u>	<u>Boundaries</u>	<u>Current Daily Traffic</u>	<u>Projected 2035 Daily Traffic</u>
Buchanan Avenue	Wadsworth to 28th St	6,100 – 8,000	8,400 – 13,200
Michael/DeHoop/Cleveland	36th to Burton*	6,100 – 11,200	6,500 – 12,900

* Not including section from 28th Street to Prairie Pkwy.

When compared to the maximum desired threshold (maximum) per guidelines of 15,000 vehicles, it appears that all three of these streets or street sections in question would easily meet, or be under, that key parameter even in the long term. Further, it should be noted that the 2035 projections from the 2010 Thoroughfare Plan now appear to be very conservative, high, when compared to actual growth over the past few years and more recent statewide projections indicate, so the volumes shown in the last column are likely higher than what will actually occur.



The conversions of these streets to provide bike lanes, particularly the Michael-to-Cleveland conversion, will help provide key bikeway linkages between several destinations within town. When combined with additional bike route designations along Milan and other streets to the south, the Michael/DeHoop/Cleveland bike lanes alone will provide a direct north-south connection between Pinery Park, City Hall, 28th Street commercial, the Wyoming Public Library, Oriole Park, and Palmer Park for city residents.

Upgraded and Proposed Bikeway Facilities

Even with the past sound efforts to develop bikeways within the city there is a growing expectation from residents and outside sources to provide a more extensive system of non-motorized alternatives. Such a system will not only provide connectivity between existing parks, green spaces and commercial destinations within the City of Wyoming, but provide connectivity to the adjacent communities of Grand Rapids, Grandville, Kentwood, Byron Township and Georgetown Township. The following paragraphs describe existing bikeway facilities to be upgraded, as well as proposed facilities.

There are several existing on-street facilities identified to be upgraded. These will be critical for providing continued connectivity within Wyoming. These existing on-street facilities to be upgraded are along two portions of Lee Street; a network of streets between Prairie Parkway and 32nd Street; portions of Hillcroft, Buchanan, and Coolidge; and a network of streets between 44th Street and Kellogsville Park in the southeast part of the city.



Numerous proposed on-street facilities are part of the future plan, as well. Most of these are proposed in the north half of the city. Most notable are proposed on-street facilities along Porter Street, Cleveland/DeHoop/Michael, Roger B. Chaffee Memorial Boulevard, Buchanan Avenue, 32nd Street, and along Lee, Godfrey, and several smaller streets in the north part of the city. In addition, on-street facilities are proposed on Clay Avenue from 36th Street to its south terminus.



In several locations there are shared-use paths that already exist, however, they do not meet current AASHTO standards. As a result, existing shared-use paths along Lee Street, Prairie Parkway, 52nd Street, Gezon Parkway, 56th Street, Ivanrest Avenue, Canal Avenue, and Kenowa Avenue are all identified as existing shared-use paths to be upgraded. New



shared-use paths are proposed on Byron Center Avenue, between Porter Street and Prairie Parkway; on Burlingame, between Lee Street and 64th Street; on Wilson, between the Grandville city limits and 64th Street; on Clyde Park, between 44th Street and 60th Street; on 36th Street, between Clay Avenue and Buchanan Avenue; and on Buchanan Avenue, between the Grand Rapids city limit south to 28th Street.

There are key segments of existing off-street trails to be upgraded. Notable among these are north-south segments in the southeast city, between 36th and 44th Streets and Kelloggsville Park and 60th Street. Proposed off-street trails will also provide key linkages south of Battjes Park in the north part of the city; utilizing abandoned railroad alignment from southeast of the 36th Street/Eastern Avenue intersection to and along the Plaster Creek; short trail segments within Gezon Park and George Tilma Nature Preserve; connecting Kent Trails to Charles Lemery Park; and short segments in the south city.

The upgraded and proposed bikeway facilities discussed above may be seen on the following Bikeways Map.

Legend

- EXTERNAL SYSTEM CONNECTION POINT

ON - STREET FACILITY ROUTES

- EXISTING ON-STREET FACILITY/ROUTE
- EXISTING ON-STREET FACILITY/ROUTE TO BE UPGRADED
- - - PROPOSED ON-STREET FACILITY (LANE, SHARROWS, ETC)

SHARED USE/SIDE PATHS

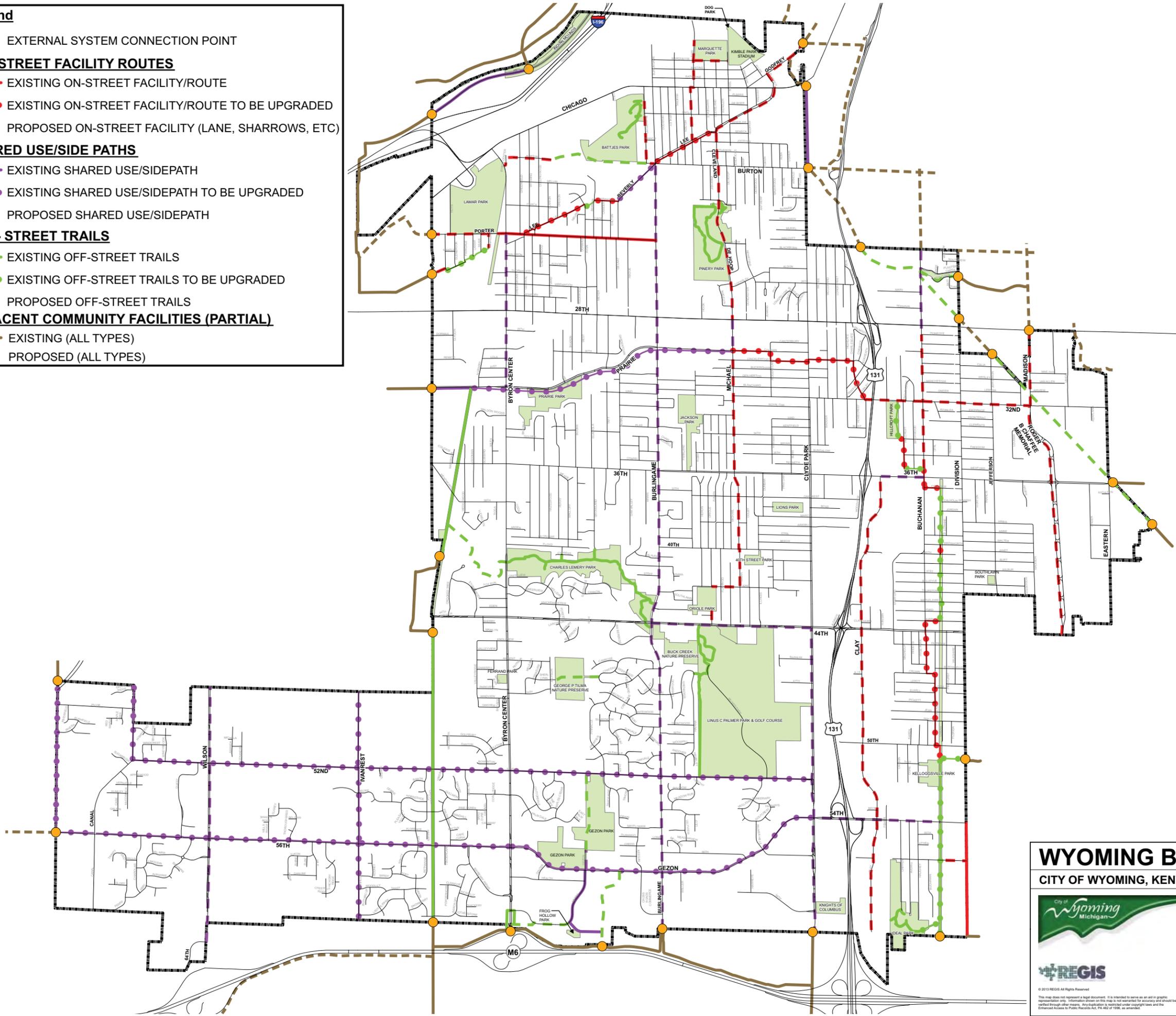
- EXISTING SHARED USE/SIDEPATH
- EXISTING SHARED USE/SIDEPATH TO BE UPGRADED
- - - PROPOSED SHARED USE/SIDEPATH

OFF - STREET TRAILS

- EXISTING OFF-STREET TRAILS
- EXISTING OFF-STREET TRAILS TO BE UPGRADED
- - - PROPOSED OFF-STREET TRAILS

ADJACENT COMMUNITY FACILITIES (PARTIAL)

- EXISTING (ALL TYPES)
- - - PROPOSED (ALL TYPES)



WYOMING BIKEWAYS MAP
CITY OF WYOMING, KENT COUNTY, MICHIGAN




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This map does not represent a legal document. It is intended to serve as an aid in graphic representation only. Information shown on this map is not warranted for accuracy and should be verified through other means. Any duplication is restricted under copyright laws and the Enhanced Access to Public Records Act, PA 402 of 1996, as amended.

1 inch = 1,200 feet

progressive 

Funding Sources

There are numerous funding sources that can be used to develop bikeway facilities in the City of Wyoming. These include a combination of local, state, and federal funds. On the local level, municipalities have general funds or may have special recreation millages. Communities such as Ada Township and the City of Grand Rapids have successfully passed special recreation millages. To complement this, the following state and federal programs also offer the potential for funding of projects.

Transportation Alternatives

A frequently used federal program for non-motorized facility funding is the Transportation Alternates program. All government entities that receive fuel tax revenues are eligible for these funds. In July 2012, Congress passed a new transportation bill titled *Moving Ahead for Progress in the 21st Century* (MAP-21). Previously separate programs, such as Safe Routes to School, were combined to form a new program called *Transportation Alternatives*.

Safe Routes to School activities are eligible for funding under Transportation Alternatives. This can include construction of new bike lanes, paths, and sidewalks as a safe means of getting students to and from local schools. Safe Routes educational and promotional campaigns in elementary and middle schools can also be funded through this program.

Michigan Natural Resources Trust Fund

The Michigan Natural Resources Trust Fund (MNRTF) provides grants to local units of the government and the state for acquisition and development of lands and facilities for outdoor recreation or the protection of Michigan's significant natural resources. Trails are currently priority projects for MNRTF, however, only for off-road trails or trails separated from a community's road network. The MNRTF is administered by the Michigan Department of Natural Resources (MDNR) and requires applicant communities to have a 5-year recreation plan on file with the MDNR identifying projects they wish to receive funding for and justified as being a high priority within their community. The community must provide a minimum 25% match of the total project cost.

Recreation Passport Grant Program

MDNR also administers the Recreation Passport Grant Program. Eligible entities for this program include local units of government including cities, villages, townships, and counties, or any combination thereof in which an authority is legally established to provide public recreation, or the Huron-Clinton Metropolitan Authority or regional recreation authorities formed under the Recreational Authorities Act, 2000 PA 321, or trailway commissions formed under Part 721, Michigan Trailways Act, 1994 PA 451, as amended. As with MNRTF, the community must provide a minimum 25% match of the total project cost.

Land and Water Conservation Fund

Administered through MDNR, eligibility for the Land and Water Conservation Fund includes any local unit of government, including Native American tribes, school districts, or any combination of units in which authority is legally constituted to provide recreation. Local units of government, school districts, and local authorities must have a DNR-approved community recreation plan to be eligible. The community must provide a minimum 50% match of the total project cost.

Recreational Trails Program Grants

Overseen by MDNR, the objective of this program is to fund the maintenance and development of recreational trails and trail related facilities. To be eligible for this program, it must be a state project or state/local government partnership projects. A division within the MDNR must always be the applicant. Funding comes from the Federal Department of Transportation-Highway Administration, a portion of the federal gas tax.

Congestion Mitigation and Air Quality Improvement Program

Congestion Mitigation and Air Quality Improvement (CMAQ) program is jointly administered by FHWA and the Federal Transit Administration (FTA). Funding is available for both "nonattainment areas" that do not meet federal air quality standards as well as "maintenance areas," former nonattainment areas that are now in compliance with air quality standards. CMAQ provides more than \$2 billion a year to state Departments of Transportation, metropolitan planning organizations (MPOs), and transit agencies for projects that improve air quality. This includes improvements to pedestrian and non-recreational bicycle transportation infrastructure that contribute to a reduction in travel by single-occupant vehicles. Relatively few non-motorized projects are funded by CMAQ, however.

Community Development Block Grants

Community Development Block Grants (CDBG) are provided annually on a formula basis to local governments and states for a wide range of community planning initiatives, CDBG funds are intended for activities that benefit low and moderate income persons, prevent or eliminate slums or blight, and address urgent community development needs. In the past, CDBG funds have occasionally been used for trail construction.

Alternative Funding Sources

Beyond local, state, and federal funding, there are conceivably other resources available to assist with the planning and development of non-motorized facilities. Local, statewide, and national foundations or other non-profit organizations may provide funding specifically for non-motorized related activities. Each foundation and non-profit organization has particular requirements and procedures that must be followed to acquire their funding or services.

Conclusion

There are numerous opportunities for the City of Wyoming to create a more meaningful network of bikeway facilities. These will create greater connectivity both within the City of Wyoming, and with the adjacent communities of Grand Rapids, Grandville, Kentwood, Georgetown Township, and Byron Township. These opportunities range from upgrading existing facilities to currently accepted ASHHTO standards to the creation of new facilities. This applies to all of the identified facilities of on-street routes, shared-use/side paths and off-street trails. The goal of this study has been to provide the framework plan to guide the development of this network. The next step is for the City of Wyoming to determine which facilities have the highest priority and will deliver the best return on investment. It would appear that the proposed on-street facility for Cleveland/DeHoop/Michael would be the most impactful linkage. This would provide connectivity to several parks, as well as the 28 West redevelopment in the middle of the city. There are available funding sources, depending on the bikeway facility to be upgraded or developed. The city will also need to determine which sources are best to pursue, as well as the source for any matching funds that may be needed. The table is set to take bikeway facilities in the City of Wyoming to the next level of development, providing more alternative modes of transportation modes within the City.



MEMORANDUM

TO: Curtis L. Holt
City Manager

FROM: Jack R. Sluiter
City Attorney

DATE: April 11, 2016

RE: Massage Establishment Regulations

Along with the City Clerk's office, we are reviewing our various business license ordinances. The general purpose is to update our business regulations to reflect current reality specifically related to such issues as local inspection and state licensing requirements. I have recently met with the City Clerk, the City Planner and Lt. Maguffee of the Public Safety Department regarding our massage establishment ordinance. In doing so we have identified several problems with our current ordinance. They are as follows:

1. Current ordinance regulations require things that we no longer do locally such as enforcing physical standards for the establishment (handled by the Health Department) and licensing of employees (done through the State).
2. The ordinance references specific sexual activities which we can now let fall within the category of commercial sexual activity as defined in the state statute.
3. There are no corresponding criminal provisions to allow enforcement by the Public Safety Department such as proof of licensing and engagement in commercial sexual activities which can also be related to human trafficking.

Based upon those issues, I have prepared ordinance amendments to address these issues. They are as follows:

1. An ordinance to amend Article VIII of Chapter 14, the business license provisions. That ordinance eliminates provisions for local inspections, references the statutory definition of commercial sexual activities, requires licensing by the state and proof of licensing and makes violations grounds for the business license revocation.
2. Article X is added to Chapter 50 of the Code regulating massage establishments by making operation without a license by any "massage therapist" a criminal violation and engaging in commercial sexual activities a criminal violation. This ordinance would apply to both the business itself and the individuals.

Curtis Holt
Page 2
April 11, 2016

I would request these ordinances be brought to the Council Work Session on May 9 or at your convenience.

If you have any questions please contact me.

cc: Chief Carmody
Lt. Maguffee
Kelli VandenBerg
Heidi Isakson

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE VIII
OF CHAPTER 14 OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Article VIII of Chapter 14 of the Code of the City of Wyoming is hereby amended to read as follows:

**VIII. HEALTH CLUBS AND
MASSAGE ESTABLISHMENTS**

DIVISION 1. GENERAL REGULATIONS

Sec. 14-541. Definitions.

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Health club means any establishment which offers service in the form of massage, baths, exercises, or similar services in any combination or alone to club members or to the public for a charge.

Massage establishment means a building, room, place or establishment, other than a regularly licensed hospital or dispensary, where body massage is regularly practiced on the human body, for other than cosmetic or beautifying purposes, with or without the use of nonpowered mechanical or bathing devices.

Massage therapy shall be defined as provided in section 17957 of the Michigan Public Health Code, MCL 333.17957, as amended.

Myomassologist means a person who offers his services for hire in the practice of massage.

- (b) The terms "health club" and "massage establishment" shall not include:
- (1) Hospitals, nursing homes, medical clinics, offices of a physician, surgeon, osteopath or chiropractor;
 - (2) Exercise clubs, exclusively for members without massage in any form;
 - (3) Barber shops or beauty parlors without massage in any form.

Sec. 14-452. Physical establishment and sanitation standards.

Each health club and massage establishment shall comply with all applicable requirements for the physical establishment and sanitation standards as provided by the Kent County Health Department, the State of Michigan or any other applicable regulatory agency.

Sec. 14-453. Inspections.

The premises of any health club or massage establishment shall be open for inspection at any time by the Department of Public Safety, the city Inspections Department or any other department of the city or any other regulatory agency.

Sec. 14-454. Commercial Sexual Activities.

(1) Definition. Commercial Sexual Activity shall be as defined in Section 462a of the Michigan Penal Code, MCL 750.462a, as amended.

(2) No person shall engage in any commercial sexual activity in or about any health club or massage establishment.

(3) In addition to any other penalties provided by this code or any applicable statute, any commercial sexual activity on or about the premises of a health club or massage establishment shall be grounds for revocation of the business license of the establishment by the city.

DIVISION II. LICENSE REQUIREMENT

Sec. 14-455. Business License.

No person, firm, partnership, corporation or other business entity shall engage in the business of a health club or massage establishment without having obtained a general business license from the city for that location.

Sec. 14-456. Massage therapist.

(1) No person shall engage in the practice of massage therapy without having obtained a license from the State of Michigan in accordance with the provisions of Section 17957 of the Public Health Code, MCL 333.17957, et seq., as amended.

(2) Any person engaging in the practice of massage therapy shall immediately provide a current copy of the license to any employee or agent of the city upon request. Failure to immediately provide the license shall subject the person to all criminal and civil penalties provided in this Code and shall be grounds for revocation of the business license as provided in this Chapter.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2016.

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 _____, 2016.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. _____

ORDINANCE NO. _____

AN ORDINANCE TO ADD ARTICLE X
TO CHAPTER 50 OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Article X is hereby added to Chapter 50 of the Code of the City of Wyoming to read as follows:

**ARTICLE X.
HEALTH CLUBS AND
MASSAGE ESTABLISHMENTS**

Sec. 50-400. Definitions.

For purposes of this Chapter a health club or massage establishment shall be defined as provided in Section 14-541 of this Code.

Sec. 50-401. License required.

(1) Business license

No person, firm, partnership, corporation or other business entity shall engage in the business of a health club or massage establishment without having obtained a general business license from the city for that location.

(2) Massage therapist

(a) No person shall engage in the practice of massage therapy without having obtained a license from the State of Michigan in accordance with the provisions of Section 17957 of the Public Health Code, MCL 33.17957, et seq., as amended. The practice of massage therapy shall be as defined therein and in this code.

(b) Any person engaging in the practice of massage therapy shall immediately provide a current copy of the license to any employee or agent of the city upon request. Failure to immediately provide the license shall subject the person to all criminal and civil penalties provided in this Code and will be ground for revocation of the business license as provided in this Chapter.

Sec. 50-402. Commercial Sexual Activity.

(1) Commercial Sexual Activity shall be as defined in Section 462a of the Michigan Penal Code, MCL 750.462a, as amended.

(2) No person shall engage in any commercial sexual activity as defined herein in or

about any health club or massage establishment.

(3) No person shall allow any health club or massage establishment to be used for or allow commercial sexual activities to take place on or about the premises.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2016.

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 _____, 2016.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. _____

City of Wyoming
Downtown Development Authority
2016-17 Budget Proposals and Justification

Revenue:

- Investment income: based on current and last year's investment income, we have budgeted \$100.
- The 2014 DDA Tax Capture is -0- again this year, although we are closer to breaking even since the base was reset.
- The changes to Personal Property Tax law created a "Small Taxpayer Loss (STL) Reimbursement" payable from the State. The first year (2015) we received \$59,255, so we budgeted \$55,000 for 2015-16. Actual revenue was \$79,741, so we are budgeting \$75,000 for 2016-17.

Expenses:

- **Staff - \$-0-**: Historically the DDA paid some of the cost of staff salary who support the DDA (Director, Finance and clerical). The DDA has been unable to fund this since 2011.
- **Administrative Fee**: Fees paid by non-General Fund Departments for general government, building overhead, mailing etc. The DDA has been unable to fund this since 2013.
- **Professional Services, Legal**: **\$1,000** is budgeted to provide any specialized legal services relating to TIF district.
- **Marketing**: **\$1,000**: A significant reduction from previous years, but design, printing or event supplies for marketing is necessary.
- **Travel, Training**: **\$1,500**. Covers part of the cost of one national marketing event; alternatively, local or regional staff training for retail/commercial development topics.
- **Printing and Advertising**: **\$300**. The DDA is required to publish an annual report in the newspaper.
- **Corridor Landscape Maintenance**: **\$25,000** (same) Annual maintenance of lawns and plantings in the ROW in the DDA.
- **Corridor Property Maintenance** **\$15,000** for installation, removal and storage of holiday decorations, and repairs to the irrigation system.
- **Wyoming Gives Back**: **\$3,500**. Supplies, marketing, advertising and sound equipment. We are investing slightly more in this project, as it continues to improve and grow.
- **Metro Cruise**: **\$2,500**. In light of budget constraints, this expense may need to be reconsidered in this or future years.
- **Pedestrian Lighting** **\$5,000**. A major repair and replacement project was completed last year. Ongoing expenses other than damage from motor vehicles accidents will include repair or replacement of the electrical sockets used for holiday decorations.
- **Holiday Decorations** **\$15,000**. Propose to purchase new LED light ropes for all 140 pedestrian light poles. As the old garland became unusable, we have been only decorating about half of the light fixtures.

Account	Account Description	2014 Actual Amount	2015 Actual Amount	2016 Amended Budget	2016 Estimated Amount	2017 City Manager Recommended
Fund 995 - Downtown Development Authority						
REVENUE						
<i>Taxes</i>						
402.000	Property Taxes Property Taxes	.00	59,255.91	55,000.00	79,741.00	75,000.00
	<i>Taxes Totals</i>	\$0.00	\$59,255.91	\$55,000.00	\$79,741.00	\$75,000.00
<i>Interest and Rentals</i>						
664.000	Interest on Investments Interest on Investments	531.47	263.98	500.00	100.00	100.00
	<i>Interest and Rentals Totals</i>	\$531.47	\$263.98	\$500.00	\$100.00	\$100.00
	REVENUE TOTALS	\$531.47	\$59,519.89	\$55,500.00	\$79,841.00	\$75,100.00
EXPENSE						
Department 000 - General Government						
Activity 72800 - Economic Development						
Supplies						
727.000	Office Supplies Office Supplies	13.80	95.59	.00	.00	.00
	<i>Supplies Totals</i>	\$13.80	\$95.59	\$0.00	\$0.00	\$0.00
<i>Other Services and Charges</i>						
801.000	Professional Services Professional Services	.00	100.00	.00	.00	.00
801.009	Professional Services Marketing/Web Site	505.86	6,956.91	1,000.00	800.00	1,000.00
801.021	Professional Services Legal Special Counsel	4,935.00	2,261.00	1,000.00	1,000.00	1,000.00
860.000	Travel and Training Travel and Training	4,839.78	2,500.09	19.21	19.00	1,500.00
900.000	Printing & Advertising Printing & Advertising	547.40	120.89	.00	.00	300.00
930.000	Repairs and Maintenance Repairs and Maintenance	.00	.00	.00	.00	15,000.00
932.000	Property Maintenance Property Maintenance	28,920.91	31,711.50	35,000.00	40,000.00	25,000.00
956.000	Other Services Other Services	403.10	.00	.00	100.00	100.00
967.000	Project Costs Project Costs	111.89	77.34	2,180.79	2,497.00	.00
967.110	Project Costs Banners/Holiday	.00	.00	.00	.00	15,000.00
967.140	Project Costs Metro Cruise	3,076.00	2,500.00	2,500.00	2,500.00	2,500.00
967.141	Project Costs Wyoming Gives Back	.00	.00	.00	.00	3,500.00
967.160	Project Costs Pedestrian Lighting	.00	17,230.35	10,000.00	10,000.00	5,000.00
	<i>Other Services and Charges Totals</i>	\$43,339.94	\$63,458.08	\$51,700.00	\$56,916.00	\$69,900.00
	Activity 72800 - Economic Development Totals	\$43,353.74	\$63,553.67	\$51,700.00	\$56,916.00	\$69,900.00
	Department 000 - General Government Totals	\$43,353.74	\$63,553.67	\$51,700.00	\$56,916.00	\$69,900.00
	EXPENSE TOTALS	\$43,353.74	\$63,553.67	\$51,700.00	\$56,916.00	\$69,900.00
Fund 995 - Downtown Development Authority Totals						
	REVENUE TOTALS	\$531.47	\$59,519.89	\$55,500.00	\$79,841.00	\$75,100.00
	EXPENSE TOTALS	\$43,353.74	\$63,553.67	\$51,700.00	\$56,916.00	\$69,900.00
	Net Grand Totals	(\$42,822.27)	(\$4,033.78)	\$3,800.00	\$22,925.00	\$5,200.00
Net Grand Totals						
	REVENUE GRAND TOTALS	\$531.47	\$59,519.89	\$55,500.00	\$79,841.00	\$75,100.00
	EXPENSE GRAND TOTALS	\$43,353.74	\$63,553.67	\$51,700.00	\$56,916.00	\$69,900.00
	Net Grand Totals	(\$42,822.27)	(\$4,033.78)	\$3,800.00	\$22,925.00	\$5,200.00

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 995 Downtown Development Authority			
Revenue			
Taxes	\$ 55,000	\$ 79,741	\$ 75,000
Interest and Rentals	500	100	100
Revenue Totals	<u>55,500</u>	<u>79,841</u>	<u>75,100</u>
Expenditures			
Supplies	-	-	-
Other Services and Charges	51,700	56,916	69,900
Expenditure Totals	<u>51,700</u>	<u>56,916</u>	<u>69,900</u>
Fund Total	3,800	22,925	5,200
Net Position, Beginning	<u>126,264</u>	<u>126,264</u>	<u>149,189</u>
Net Position, Ending	<u>\$ 130,064</u>	<u>\$ 149,189</u>	<u>\$ 154,389</u>

MEMORANDUM

DATE: May 4, 2016

TO: Curtis L. Holt, City Manager

FROM: William D. Dooley, Wyoming Director of Public Works

SUBJECT: GVRBA Budget & Property Sale

Monday night at the City Council's May 9, 2016 work session, we will provide a brief overview of the proposed 2017 GVRBA budget and the proposed sale of property owned by the GVRBA partners, Grand Rapids and Wyoming. The attached documents will be the basis for our discussion.

Projected and Historical Dry Ton Production Information

Annual Biosolids Dry Tons	FY2017		FY2016 Budget	Variance
		Proposed Budget		
GRWWTP				
Amount sent to landfill		11,752.0	11,412.0	3.0%
	<i>GRWWTP Sub-Total</i>	<u>11,752.0</u>	<u>11,412.0</u>	3.0%
WCWP				
Amount sent to landfill		1,200.0	1,200.0	0.0%
Amount applied to land in bulk form		4,975.0	4,975.0	0.0%
	<i>WCWP Sub-Total</i>	<u>6,175.0</u>	<u>6,175.0</u>	0.0%
	Total	<u>17,927.0</u>	<u>17,587.0</u>	1.9%

Partner Percentage Calculation

Partner Percentage of Total				
GRWWTP		65.85%	63.04%	4.3%
WCWP		34.15%	36.96%	-8.2%
Annual Debt Service	\$	2,093,296.88	\$	2,090,931.25
Dry Ton Rate	\$	444.36	\$	443.04

Revenue

Cash Balance				
Operations (Subfund 592)		\$2,265,988.61	\$2,244,584.04	1.0%
Construction (Subfund 593)				
	<i>Cash Balance Total</i>	\$ 2,265,988.61	\$ 2,244,584.04	1.0%
Revenue Requirements	\$	7,966,121.88	\$	7,791,796.25
Partner Share of Revenue Requirements				
GRWWTP (Monthly = \$437,140.94)	\$	5,245,691.26	\$	4,911,948.36
WCWP (Monthly = \$226,702.55)	\$	2,720,430.62	\$	2,879,847.89

Expenses

7260 Supplies				
Polymer		805,000.00	894,000.00	-10.0%
Miscellaneous		165,000.00	150,000.00	10.0%
	<i>Supplies Sub-Total</i>	\$ 970,000.00	\$ 1,044,000.00	-7.1%
8180 Contractual Services				
Trucking		504,000.00	480,000.00	5.0%
Landfill		1,500,000.00	1,336,500.00	12.2%
Land Application		1,414,727.00	1,333,557.00	6.1%
GRWWTP O&M Segments 1 & 4		825,000.00	825,000.00	0.0%
Financial Processing (Grand Rapids Comptrollers)		5,000.00	5,000.00	0.0%
WCWP O&M Segments 2 & 3		81,952.00	85,252.00	-3.9%
Administration Services (Legal/Audit/Insurance)		35,000.00	35,000.00	0.0%
Centrifuge Service		100,000.00	9,410.00	962.7%
	<i>Contractual Services Sub-Total</i>	\$ 4,465,679.00	\$ 4,109,719.00	8.7%
9430 Equipment Rental or Lease				
WCWP Storage Tanks		417,146.00	417,146.00	0.0%
	<i>Equipment Rental or Lease Sub-Total</i>	\$ 417,146.00	\$ 417,146.00	0.0%
9800 Capital Improvements				
Lighting update		20,000.00	50,000.00	-60.0%
	<i>Capital Improvements Sub-Total</i>	\$ 20,000.00	\$ 130,000.00	-84.6%
Debt Service				
GRWWTP		1,378,436.00	1,318,123.06	4.6%
WCWP		714,860.88	772,808.19	-7.5%
	<i>Debt Service Sub-Total</i>	\$ 2,093,296.88	\$ 2,090,931.25	0.1%
	Expenses Total	\$ 7,966,121.88	\$ 7,791,796.25	2.2%

GRWWTP = City of Grand Rapids Wastewater Treatment Plant

MDEQ = Michigan Department of Environmental Quality

GVRBA = Grand Valley Regional Biosolids Authority

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE BETWEEN THE CITY OF WYOMING, THE CITY OF GRAND RAPIDS AND THE INTERURBAN TRANSIT PARTNERSHIP RELATED TO THE SALE OF 851 FREEMAN AVENUE SW, IN THE CITY OF GRAND RAPIDS AND OTHER MATTERS THERETO

WHEREAS:

1. The City of Wyoming and the City of Grand Rapids, as partners of the Grand Valley Regional Biosolids Authority (GVRBA) in 2003 jointly acquired an approximately 2.5 acre parcel of property located at 851 Freeman Avenue SW, in the City of Grand Rapids (the "Property") for use by GVRBA.
2. GVRBA has subsequently determined that it has no need for the Property and has authorized the sale of the Property.
3. The Interurban Transit Partnership (ITP) has expressed an interest in purchasing the Property from Wyoming and Grand Rapids for \$350,000 (the "Purchase Price") which amount exceeds the current appraised value of the Property based on an independent appraisal of the Property.
4. Wyoming and Grand Rapids wish to sell the Property to ITP for the Purchase Price.

NOW, THEREFORE, BE IT RESOLVED:

1. The Agreement for Purchase and Sale of Real Estate (the "Agreement") between Wyoming, Grand Rapids and ITP related to the sale of the Property for the Purchase Price is approved substantially in the form presented in this meeting with such modifications not materially adverse to Wyoming approved as to content by the City Manager or his designee and as to form by the City Attorney or special counsel.
2. The Mayor and City Clerk are authorized and directed to execute the approved Agreement for and on behalf of the City of Wyoming.
3. The Mayor, City Clerk, City Manager or his designee and the City Attorney or special counsel are authorized to undertake such actions required to complete the transactions or contemplated by the Agreement.
4. All resolutions or part of resolutions in conflict herewith shall be and the same are hereby rescinded.

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 May 16, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (“*Agreement*”) is made as of May ___, 2016 between **INTERURBAN TRANSIT PARTNERSHIP**, a Public Transit Authority incorporated under the Public Transportation Authority Act, P.A., 196 of 1986, of 300 Ellsworth Avenue, S.W., Grand Rapids, Michigan 49503 (“*Buyer*”) and the **CITY OF GRAND RAPIDS**, a Michigan municipal corporation, of 300 Monroe Ave., Room 660, Grand Rapids, Michigan 49503, and the **CITY OF WYOMING**, a Michigan municipal corporation, of 1155 28th Street, Wyoming, Michigan 49509 (“*Sellers*”).

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. Property included in Purchase and Sale Agreement. Sellers agree to sell and Buyer agrees to purchase the real properties, improvements, and appurtenances located at 851 Freeman Avenue S.W., City of Grand Rapids, County of Kent, State of Michigan, more particularly described on the attached Exhibit A (the “*Subject Property*”). The legal description of the Subject Property shall be subject to verification and approval by Buyer based on the Title Commitment and Survey to be provided under this Agreement.

The parties acknowledge that preliminary surveys of the Subject Property prepared by Progressive AE dated September 30, 2015 and October 28, 2015 (the “**2015 Surveys**”) depict certain overlaps affecting the Subject Property and adjoining properties. Most notably, the 2015 Surveys depict an overlap with adjoining property to the north of the Subject Property commonly known as 809 Freeman Avenue S.W. (the “**809 Freeman Avenue Property**”). Buyer previously purchased the 809 Freeman Avenue Property and received a Warranty Deed dated September 28, 2015, recorded October 20, 2015, at Instrument No. 20151020-0092897. In order to address the overlap issue, the parties agree that Sellers will execute two Deeds at Closing. Sellers will execute a Warranty Deed incorporating the surveyed legal description that excludes the overlap portions of the Subject Property (“**Surveyed Legal Description without Overlap**”). Sellers will also execute a Quit Claim Deed that incorporates the legal description set forth on the Title Commitment and historical deeds in the chain of title (“**Historical Legal Description**”). The Surveyed Legal Description without Overlap and the Historical Legal Description are set forth on attached Exhibit A. As set forth above, these legal descriptions remain subject to verification and approval by Buyer.

2. Purchase Price. The Purchase Price for the Subject Property is Three Hundred and Fifty Thousand and No/100 Dollars (\$350,000.00) (the “*Purchase Price*”).

3. Payment of Purchase Price. Upon the Closing of this transaction, Buyer shall pay the Purchase Price to Sellers in immediately available funds.

4. Utilities. Sellers shall be responsible for the payment of all bills for utility service provided to the Subject Property prior to delivery of possession of the Subject Property to Buyer.

5. Marketability and Transfer of Property. Marketable title to the Subject Property shall be in the name of Sellers free and clear from all encumbrances, security interests, easements and restrictions, except those which in Buyer's opinion will not interfere with Buyer's intended use of the property and those which Buyer has expressly agreed to assume ("**Permitted Encumbrances**"). No tax liens of any nature whatsoever shall exist against the Subject Property or Sellers. Sellers represent that no work or materials have been supplied to or incorporated into the Subject Property which could give rise to a lien of any kind within ninety (90) days prior to the date of this Agreement, and that no such work or materials will be supplied to or incorporated into the Subject Property prior to surrender of possession to Buyer which have not been paid for in full.

At the Closing, Sellers shall deliver to Buyer two Deeds, duly executed and in recordable form, conveying the Subject Property to Buyer, subject only to Permitted Encumbrances. Sellers shall execute a Warranty Deed that incorporates the Surveyed Legal Description without Overlap. Sellers shall also execute a Quit Claim Deed that incorporates the Historical Legal Description.

6. Physical Inspection of Subject Property; Environmental Assessment. Within five (5) days after the date of this Agreement, Sellers shall disclose to Buyer and provide Buyer with copies of all environmental reports, sampling data and other information concerning the environmental condition of the Subject Property received by Sellers prior to the date of this Agreement (the "**Sellers' Environmental Reports**"). Prior to Closing, Buyer shall have the right to fully inspect the Subject Property at its sole cost to determine its physical characteristics and suitability for the use proposed by Buyer. For this purpose, Buyer may have soil borings made on the Subject Property and conduct such additional engineering studies and tests on the Subject Property as may be deemed reasonable by Buyer, including, without limitation a full and complete environmental assessment of the Subject Property (the "**Buyer Environmental Assessment**"). Notwithstanding the foregoing, Sellers shall convey the Property to Buyer at Closing "as-is," without representation or warranty as to the physical condition or characteristics of the Property or any improvements on the Property.

7. Environmental Covenants and Agreements. The rights and obligations of the parties under this Paragraph 7 shall apply if the Buyer Environmental Assessment or the Sellers' Environmental Reports confirm that the Subject Property is a "**Facility**," as defined by Part 201 of the Natural Resources and Environmental Protection Act, as amended (MCLA 324.20101 *et seq.*) and all administrative rules issued by the DEQ thereunder (the "**Act**"). In that event, Buyer shall have the option, in its sole discretion to take either of the following actions:

(a) Terminate this Agreement by written notice to the Sellers, or

(b) Retain a consultant selected by Buyer to prepare and file with the Michigan Department of Environmental Quality ("**DEQ**"), at Buyer's sole cost and expense, a baseline environmental assessment with respect to the Subject Property ("**BEA**") and a plan for compliance with Buyer's obligations under Section 7a of the Act with respect to the Subject Property (the "**Compliance Plan**"). Buyer's receipt of, and satisfaction with the BEA and Compliance Plan shall be a condition to closing.

If Buyer elects option (b) above, the Closing Date shall be extended by not more than sixty (60) days or such shorter period of time as reasonably necessary to permit Buyer to obtain a satisfactory BEA and Compliance Plan.

8. Title Insurance. As soon as reasonably possible after the date of this Agreement, Sellers shall, at Sellers' expense, obtain and provide to Buyer a commitment for a standard ALTA owner's title insurance policy issued by First American Title Insurance Company (the "***Title Company***"), with the standard exceptions deleted (except those that require a survey of the Subject Property if Buyer does not provide the survey), covering the Historical Legal Description in the amount of the Purchase Price (the "***Title Commitment***"). At or prior to the Closing Date, Sellers shall satisfy all requirements set forth in the Title Commitment. Provided, however, Sellers shall not be required to warrant title to the overlap portions of the Subject Property. Buyer shall pay the premium for the title insurance policy to be provided under the Title Commitment.

9. Survey and Engineering Drawings and Reports. Buyer shall have the right to obtain a survey of the Subject Property certified in a manner reasonably satisfactory to Buyer, at its sole cost and expense based upon the Surveyed Legal Description Without Overlap (the "***Survey***"). Buyer's obligation to close this transaction is expressly made contingent upon its satisfaction with the information disclosed by the Survey. In addition, as soon as reasonably possible after the date of this Agreement, Sellers shall provide Buyer with copies of all existing surveys, inspection reports, engineering drawings and related data which Sellers have in Sellers' possession or under Sellers' control concerning the Subject Property.

10. Objections to Title Commitment and/or Survey. Within thirty (30) days after the delivery to Buyer of both the Title Commitment and the Survey, Buyer must notify Sellers of any objections to the information disclosed by the Title Commitment and/or the Survey ("***Buyer's Objections***"). Sellers shall take all commercially reasonable efforts to cure or otherwise resolve Buyer's Objections to Buyer's reasonable satisfaction and shall have until the Closing Date to do so. If Sellers fail or are unable to cure or otherwise resolve Buyer's Objections within that time period, Buyer may, as Buyer's sole and exclusive remedy, terminate this Agreement. The foregoing notwithstanding: a) Sellers shall have both the right and obligation to cause any mortgages or other liens against the Subject Property to be paid and discharged at the time of Closing; and b) Sellers shall have no obligation to cure an objection based on failure to provide a Warranty Deed affecting the overlap portions of the Subject Property.

11. Representations and Warranties of Sellers. In addition to any other representations and warranties contained in this Agreement, Sellers make the following representations and warranties, each of which shall be true both as of the date of this Agreement and as of Closing, and each of which shall survive the Closing:

(a) Sellers have never generated, stored, or disposed of any hazardous substances or waste products or materials of any type or nature on the Subject Property and except as disclosed in the Sellers' Environmental Reports or by the Buyer Environmental Assessment, and has no knowledge of the use, location, generation, storage, or disposal by any other person or persons of hazardous materials or substances on the Subject Property or on any

adjacent properties in violation of any applicable federal, state and local laws, ordinances and regulations. In addition, to the best of Sellers' knowledge, except as otherwise disclosed in the Sellers' Environmental Reports or by the Buyer Environmental Assessment, (i) there are no underground storage tanks or asbestos containing materials located on the Subject Property and (ii) there have never been any underground storage tanks or asbestos containing materials located on the Subject Property.

(b) To the best of Sellers' knowledge, the Subject Property is in compliance with all applicable zoning, building, public health and environmental laws and regulations and all other laws and regulations or governmental authorities having jurisdiction over the Subject Property.

(c) Sellers have no knowledge of any pending or proposed special assessment affecting or which may affect the Subject Property or any part of the Subject Property.

(d) Sellers have no knowledge of (i) any agreements of sale other than this Agreement, (ii) options or other rights of third parties to acquire the Subject Property, (iii) any unrecorded easement, lease, claim, restriction, covenant, agreement, or encumbrance affecting all or any portion of the Subject Property or (iv) any other agreements which would otherwise affect the Subject Property. For purposes of this subsection 11(d), the description of the Subject Property is the Surveyed Legal Description Without Overlap.

(e) Sellers have the sole power to execute, deliver and carry out the terms and provisions of this Agreement, and the signature or approval of no other person is necessary in order to authorize the execution, delivery, and performance of this Agreement. This Agreement constitutes the legal, valid and binding obligation of Sellers enforceable in accordance with its terms.

(f) There are no actions, suits or proceedings which have been threatened or instituted against or which affect the Subject Property, at law or in equity, or before any federal, state or municipal governmental commissions, board, bureau, agency, or instrumentality which may affect the value, occupancy, or use of the Subject Property. Sellers will give Buyer prompt written notice of any such action, suit or proceeding of which it obtains knowledge subsequent to the date of this Agreement and prior to the closing. For purposes of this subsection 11(f), the description of the Subject Property is the Surveyed Legal Description Without Overlap.

(g) Sellers are not a "foreign person" as defined in Internal Revenue Code Section 1445 (and the regulations thereunder). At the time of closing, Sellers will sign an affidavit sufficient to satisfy the exemption from withholding requirements under Section 1445.

12. Approvals, Permits and Zoning Variances. Buyer is hereby authorized by Sellers to prepare and file on Sellers' behalf, applications for all such approvals, permits and zoning variances and/or amendments Buyer shall deem necessary or appropriate based upon its intended redevelopment of the Subject Property for use as a bus maintenance facility and vehicle fueling

location for Buyer's transit services (the "**Project**"). Buyer may terminate this Agreement by providing Sellers notice thereof within thirty (30) days following the date of this Agreement if Buyer is not able to obtain any such approvals.

13. Buyer's Conditions to Closing. In addition to any other contingencies contained in this Agreement, Buyer's obligation to close this transaction is expressly made contingent upon the satisfaction of the following conditions prior to the Closing Date:

- (a) The representations and warranties of Sellers set forth in this Agreement being true as of the Closing Date;
- (b) Sellers having performed all of Sellers' obligations under this Agreement;
- (c) Buyer's receipt of all necessary approvals, permits and zoning variances and/or amendments required for Buyer to use and occupy the Subject Property for Buyer's intended use, on terms satisfaction to Buyer;
- (d) Buyer's receipt of all approvals from the Federal Transit Administration ("**FTA**") required to finance Buyer's purchase of the Subject Property with grant funds provided by the FTA, including, without limitation, the FTA's approval of the attached appraisal of the Subject Property, the FTA's approval of the environmental assessment of the Subject Property, and the FTA's approval of the Purchase Price (if it exceeds the appraised value of the Subject Property);
- (e) The receipt by the Buyer of a Project Construction Grant Agreement ("**PCGA**") or other grant agreement that provides, among other things, full funding for the Purchase Price of the Subject Property;
- (f) The termination of all existing leases of the Subject Property;
- (g) The approval of this Agreement by Buyer's board of directors;
- (h) Buyer's satisfaction with the results of the Buyer Environmental Assessment;
and
- (i) Buyer's receipt of, and satisfaction with, the BEA and Compliance Plan, if the Subject Property is a Facility.

If any one or more of the above conditions, or any other Buyer contingency contained in this Agreement is not satisfied by the Closing Date, Buyer may waive the condition or contingency or elect to terminate this Agreement as Buyer's sole and exclusive remedy.

14. Sellers' Conditions to Closing. Sellers' obligation to close this transaction is expressly made contingent upon the following:

- (a) Buyer having performed all of its obligations under this Agreement;

(b) The approval of this Agreement by the Grand Rapids City Commission prior to the Closing Date; and

(c) The approval of this Agreement by the Wyoming City Council prior to the Closing Date.

If any one or more of the above conditions is not satisfied by the Closing Date, Sellers may waive the condition or contingency or elect to terminate this Agreement as Sellers' sole and exclusive remedy.

15. Closing. This transaction for the purchase and sale of the Subject Property shall be closed at the offices of the title company providing the Title Commitment for this transaction, or such other place as the parties shall mutually agree, within ten (10) days after all conditions to closing set forth in this Agreement have been satisfied or waived and Buyer provides Sellers with written notice of its intent to close, but not later than one (1) year after the date of this Agreement (the "**Closing Date**"). In the event this transaction does not close within the time period set forth in this Paragraph because a condition contained in this Agreement has not been either satisfied or waived, this Agreement shall automatically terminate and neither party shall have any further rights or obligations under the terms of this Agreement. Buyer shall pay the closing fee charged by the Title Company to close this transaction, the title insurance premium, the real estate transfer taxes, and all recording fees.

16. Possession. Possession of the Subject Property shall be given to Buyer on the Closing Date free and clear of all rights and claims of third parties (the "**Possession Delivery Date**"); provided, however, Buyer shall have reasonable access to the Subject Property prior to Closing for purposes of inspection and testing as provided in Paragraph 6, above. Until possession is delivered to Buyer, Buyer shall have no obligation to maintain, repair or replace any portion of the Subject Property. Sellers shall fully insure all of Sellers' possessions located on the Subject Property and hereby release Buyer from any and all liability for loss or damage to such property regardless of the cause other than Buyer's willful misconduct or negligence. Any personal property remaining on the Subject Property after the Possession Delivery Date shall be deemed abandoned by Sellers and may be used or disposed of by Buyer in its discretion; provided, however, that Sellers shall reimburse Buyer for all reasonable costs of removal and disposal of such personal property within ten (10) days after written notice of the amount due. The provisions of this Paragraph shall survive the closing of this transaction.

17. Federal Funding Disclosures. Sellers acknowledge receipt of an appraisal of the Subject Property dated October 8, 2015 prepared by Genzink Appraisal Company, which concludes that the market value of the fee simple interest in the Subject Property as of October 8, 2015 is Three Hundred Thousand and No/100 Dollars. Based upon that appraisal and after factoring in the administrative and legal costs of acquiring the Subject Property by eminent domain, Buyer and Sellers agree that Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) is just compensation for the Subject Property.

18. Assignment and Enforceability. Except as otherwise expressly provided in this Agreement, this Agreement shall inure to the benefit of, be binding upon, and be specifically enforceable by Sellers and Buyer, and their respective successors and assigns.

19. Entire Agreement; Amendment. This Agreement contains all of the representations and statements by each party to the other and expresses the entire understanding between the parties with respect to this transaction. All prior communications concerning this transaction are merged in and replaced by this Agreement. The Agreement may only be amended by a written agreement signed by the parties.

20. Notices. All notices required under this Agreement shall be in writing and either delivered personally or mailed by certified mail, return receipt requested, to the party to be notified at the addresses set forth above or such other address as the party shall have indicated by notice to the other party. Any mailed notice shall be deemed effective upon mailing.

21. Broker. Sellers represent and warrant that they have not engaged the services of a real estate broker and that no third party hired by Seller is entitled to any fee or commission in connection with this transaction.

(signatures appear on the following page)

(Signature Page to Agreement for Purchase and Sale of Real Estate)

SELLERS:

CITY OF GRAND RAPIDS, a Michigan municipal corporation

By: _____
Rosalynn Bliss, Mayor

Attest: _____
Darlene O’Neal, Grand Rapids
City Clerk

CITY OF WYOMING, a Michigan municipal corporation

By: _____
Jack A. Poll, Mayor

Attest: _____
Kelli A. VandenBerg, Wyoming
City Clerk

BUYER:

INTERURBAN TRANSIT PARTNERSHIP, a
Public Transit Authority incorporated under the
Public Transportation Authority Act, P.A., 196 of
1986

By: _____

Its: _____

EXHIBIT A

SUBJECT PROPERTY

Surveyed Legal Description without Overlap

That part of the Southeast ¼ of Section 35, Township 7 North, Range 12 West, City of Grand Rapids, Kent County, Michigan, described as:

Commencing at the Northwest corner of said Southeast ¼ of Section 35; thence South 89°58'35" East 602.65 feet along the North line of said ¼ Section to the Westerly right-of-way line of Freeman Street (80' wide); thence South 02°17'00" East 224.10 feet along said Westerly right-of-way line to a point 300.00' south of the intersection of said Westerly right-of-way line and the Southerly right-of-way line of Market Avenue to the Place of Beginning of this description; thence continuing South 02°17'00" **West** 458.53 feet [**Note: it appears this should be "East"—have surveyor double check**]; thence South 63°00'00" West 290.40 feet; thence North 02°17'00" West 262.64 feet; thence North 68°22'38" East 121.50 feet; thence North 21°37'22" West 190.17 feet; thence North 62°59'46" East 233.53 feet to the Place of Beginning.

Historical Legal Description

The land referred to in this Commitment, situated in the County of Kent, City of Grand Rapids, State of Michigan, is described as follows:

That part of the South fractional 1/2 of Section 35, Town 7 North, Range 12 West, City of Grand Rapids, Kent County, Michigan, described as commencing at the intersection of the West line of Freeman Avenue (80 feet wide) with the Southerly line of Market Street (90 feet wide); thence South 2 degrees 17 minutes East 778.46 feet along the Westerly line of Freeman Avenue; thence South 63 degrees 00 minutes West 290.4 feet to the place of beginning of this description; thence North 2 degrees 17 minutes West 262.0 feet; thence North 68 degrees 33 minutes East 120.60 feet; thence North 21 degrees 30 minutes West 208.55 feet; thence North 62 degrees 50 minutes East 240.84 feet; thence South 2 degrees 17 minutes East 478.46 feet; thence South 63 degrees 00 minutes West 290.4 feet to the place of beginning.

Common Address: 851 Freeman Avenue S.W., Grand Rapids, Michigan

Parcel No.: 41-13-35-401-008

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE 2017-2025
STREET AND UTILITY CAPITAL IMPROVEMENT PROGRAM

WHEREAS:

1. The City of Wyoming has updated the nine-year Street and Utility Capital Improvement Program.
2. The Capital Improvement Program provides staff direction on project development.
3. The proposed program has been reviewed with the City Council.
4. The program is reviewed, revised and updated by the City Council on an annual basis.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves the 2017-2025 Street and Utility Capital Improvements Program.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

2017-2025 Street and Utility Capital Improvement Program

MEMORANDUM

DATE: May 4, 2016
TO: Curtis L. Holt, City Manager
FROM: William D. Dooley, Director of Public Works
SUBJECT: Annual Street and Utility Capital Improvement Program

An updated copy of the Street and Utility Capital Improvement Program is attached for you and the City Council to review. Many of the project schedules and cost estimates have been revised. This nine-year program totals approximately \$183 million, including \$68 million for ongoing debt service.

Street Improvements

If this CIP is adopted, Wyoming will invest \$41 million, or \$4.6 million per year, in street resurfacing. Approximately 15% of this amount will come from federal transportation funding. Another \$18 million will come from state motor fuel tax revenue. In order to adequately maintain the City's 650 lane miles of major and local streets, Wyoming needs to invest approximately \$5 million each year.

Besides resurfacing, there are four street segments which are scheduled for construction or reconstruction:

- 56th Street from Ivanrest to Byron Center \$2 million
- 54th Street from Clyde Park to US131 \$1.1 million
- 54th Street from Haughey to US131 \$1.5 million
- 44th /Byron Center right turn lane \$0.2 million

Wyoming has two current street bonds, both of which will be retired within the next eight years.

Storm Water Improvements

This proposed CIP includes \$1 million for storm water improvements.

Sanitary System Improvements

Wyoming will need to avoid issuing any new sewer bonds during the next nine years in order to meet its bond coverage obligations. With this in mind, capital improvements in the sewer fund will be limited to \$8.1 million, including the following projects:

- Sanitary Sewer Slip Lining \$3.5 million
- CWP Capital (see attached list) \$4.5 million

The annual sewer debt service will average \$3.3 million through 2023.

Water System Improvements

Approximately \$52 million in water system improvements are planned for the next nine years. These will be financed with working capital and Ottawa County contributions. This amount is divided as follows:

- Water Main Replacement \$18 million
- WTP Capital (see attached list) \$34 million

Wyoming currently has six outstanding water revenue bonds. Three of these bonds will be retired within the next nine years.

Attachments: Updated CIP
 CWP Capital List
 WTP Capital List
 Public Information Meeting Questions & Answers

CAPITAL IMPROVEMENT PROGRAM SUMMARY

2017 Draft

Revenues and Expenditures (\$000)

	Millage Rate	Fiscal Year										Total		
		16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24	24-25				
REVENUES AND OTHER SOURCES														
SSWI Millage	1.57	3,120	3,180	3,250	3,310	3,380	3,440	3,510	3,580	3,660				30,430
Interest		10	10	10	10	10	10	10	10	10				90
Act 51 Funding (Major Street Fund)		2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000				18,000
Federal Funding (STP, EDF-C, CMAQ)		1,600	0	2,330	1,350	1,000	1,000	1,000	1,000	1,000				10,280
Federal/State Grants (Bridge, EDF-A)		0	0	0	0	0	0	0	0	0				0
Other Sources (Ottawa Co. & Reimbursements)		400	80	2,710	130	120	90	4,840	4,260	140				12,770
Special Assessments (Sidewalk)		50	0	0	0	0	0	0	0	0				50
Street - Revenue (MTF) Bonds		0	0	0	0	0	0	0	0	0				0
Sewer - Revenue Bonds		0	0	0	0	0	0	0	0	0				0
Sewer - Working Capital		860	900	900	900	900	900	900	900	900				8,060
Sewer - Debt Service		2,860	3,091	3,452	3,467	3,467	3,473	3,482	3,373	3,354				30,019
Water - Revenue Bonds		0	0	0	0	0	0	0	0	0				0
Water - Working Capital		3,750	4,910	5,590	2,170	2,180	2,230	2,180	2,280	2,190				11,630
Water - Debt Service		3,752	3,824	3,895	3,884	3,883	3,872	3,761	3,745	3,735				27,480
Stormwater Development Fees		0	0	0	0	0	0	0	0	0				34,351
Totals		18,402	17,995	24,137	17,221	16,940	17,015	27,953	26,508	16,989				183,160
EXPENDITURES														
Administration Fee to General Fund		390	300	300	300	300	300	300	300	300				2,790
Engineering		530	540	550	560	570	580	590	600	610				5,130
Streets		5,000	3,500	6,120	5,300	5,000	5,000	5,000	5,500	5,500				45,920
Stormwater Systems		100	400	0	0	300	200	0	0	0				1,000
Sanitary Sewer		860	900	900	900	900	900	900	900	900				8,060
Water		4,150	4,990	8,300	2,300	2,300	2,320	13,290	11,900	2,330				51,880
Debt Service (Street Projects)		613	529	421	418	420	425	430	433	0				3,689
Debt Service (Sewer Projects)		2,860	3,091	3,452	3,467	3,467	3,473	3,482	3,373	3,354				30,019
Debt Service (Water Projects)		3,752	3,824	3,895	3,884	3,883	3,872	3,761	3,745	3,735				34,351
Totals		18,255	18,074	23,938	17,129	17,140	17,070	27,753	26,751	16,729				182,839
Excess, -Deficiency		147	(79)	199	92	(200)	(55)	200	(243)	260				321
Fund Balance		0	147	68	267	359	159	104	61	321				321

CAPITAL IMPROVEMENT PROJECTS

WATER

Project Expenditures (\$000)

Project Number/Title	Fiscal Year										Total
	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24	24-25		
Water Mains (Asset Management)	2,010	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	18,010
WTP Capital (see list)	2,140	290	300	300	300	320	290	500	330		4,770
Replace Burligame Tanks	2,700										2,700
New Low Service Intake		6,000									6,000
New Pipeline Pump Station						11,000					11,000
Renovate Filters 1-12							2,000				2,000
Replace WTP Tank							2,700				2,700
Additional WTP Generators							2,000				2,000
Additional WTP Tank							2,700				2,700
Major WTP Projects											
					OC	Wyo	Total				
2018 - Replace Burligame Tanks					0	2,700	2,700				
2019 - New Low Service Intake					2,580	3,420	6,000				
2023 - New Pipeline Pump Station					4,730	6,270	11,000				
2024 - Renovate Filters 1-12					860	1,140	2,000				
2024 - Replace WTP Tank					1,160	1,540	2,700				
2024 - Additional WTP Generators					860	1,140	2,000				
2024 - Additional WTP Tank					1,160	1,540	2,700				
					11,350	17,750	29,100				
TOTALS	4,150	4,990	8,300	2,300	2,300	2,320	13,290	11,900	2,330		51,880
											0
											0
Other Sources (Ottawa County)	400	80	2,710	130	120	90	4,840	4,260	140		12,770
Special Assessments											0
											0
Water Revenue Bonds							6,270	5,360			11,630
Water Working Capital	3,750	4,910	5,590	2,170	2,180	2,230	2,180	2,280	2,190		27,480
CIP Fund Cash	0	0	0	0	0	0	0	0	0		0

CWP CIP List

Item	Total \$1,000's	CIP FY
Upgrade Cake Pumps (2)	40	2017
Aeration Upgrade - Controllers	250	2017
Upgrade Chlorinators (3)	30	2017
Lab Instrument	120	2017
New Operations Analyzers	30	2017
New Backhoe Attachment	10	2017
	480	
Renovate Final Clarifiers (5 & 6) [Incl WAS Pumps & RAS Pumps]	3,100	2031
New UV Disinfection [Incl Reaeration after UV]	4,500	2031
	7,600	
Replace RTUs & Boilers (admin building)	400	2018-25
Replace Drain Line (main bldg & truck bay)	50	2018-25
Rebuild Centrifuges (2)	900	2018-25
Replace Carbon Scrubbers (with chem/bio scrubbers)	500	2018-25
Renovate RAS & WAS Pumps (new finals)	100	2018-25
Renovate Effluent Water System	100	2018-25
Renovate Entrance Gates, Loops & Readers	100	2018-25
Replace Overhead Doors (truck bay)	50	2018-25
New Mag Meter Valves (6) - 16"	10	2018-25
New Bar Screen	250	2018-25
New Equipment Storage	200	2018-25
Expand Truck Bay	150	2018-25
Replace Flow Meters	50	2018-25
Expand Parking (south lot)	50	2018-25
Expand Parking (west)	50	2018-25
New Circulation Fans (pipe gallery)	10	2018-25
	2,570	
New Additional Centrifuge	1,200	TBD
Renovate Old Aeration Basins (1 & 2)	12,000	TBD
	13,200	

WTP CIP List -- Capital

Item	Description	Total \$1,000's	Ottawa Co \$1,000's	Wyoming \$1,000's	CIP FY
	NTF	210	90	120	2017
	Replace NTF & High Service Roofs				
	Low Service	100	40	60	2017
	Replace Sluice Gate Operators				
	Gezon	200		200	2017
	Valve and Rebuild for Pump 7				
	STF	200	90	110	2017
	Replace and Add to the Bry-Air System				
	Gezon	40		40	2017
	Replace Pump 6 Actuator				
	Gezon	530		530	2017
	Repaint Elevated Tank				
	Low Service	180	80	100	2017
	Rebuild Switchgear				
	Gezon	350		350	2017
	Replace Switchgear				
	Gezon	20		20	2017
	Replace Bry-Air System and HVAC				
	WTP / Gezon	60	30	30	2017
	Fall Protection - Ground Storage Tanks				
	Low Service	200	90	110	2017
	Repaint Interior				
		2,090	420	1,670	
	Wyoming	100		100	2018
	Repair Valve Actuators (44th and Burlingame)				
	STF	150	60	90	2018
	Replace Transfer Pump Check Valves (3)				
	STF	40	20	20	2018
	Backup NaOCl Pump				
	Gezon	2,700		2,700	2018
	5MG Storage Tank [replacement for Burlingame]				
		2,990	80	2,910	
	STF	120	50	70	2019
	Replace Heating System - Sed Basins				
	NTF	180	80	100	2019
	Replace Boiler Lines				
	Low Service	6,000	2,580	3,420	2019
	Intake Line				
		6,300	2,710	3,590	
	NTF	100	40	60	2020
	Add and Upgrade Domestic Waterlines				

WTP	Replace Turbidity Meters	70	30	40	2020
Pipeline	Upgrade Cathodic Protection	60	30	30	2020
NTF	Replace Isolation Valves & Reclaim Pumps	70	30	40	2020
		300	130	170	
NTF	Additional Reclaim Basin Sluice Gates & Valve	30	10	20	2021
NTF	Replace Surge Protection Valves	70	30	40	2021
High Service	Replace Bry-Air System	50	20	30	2021
NTF	Replace Bry-Air System - Filters	50	20	30	2021
NTF	Replace Bry-Air System - Garage	50	20	30	2021
NTF	Replace Bry-Air System - Raw Water	50	20	30	2021
		300	120	180	
Hook Tank	Inspection and Painting	120		120	2022
NTF	Renovate Filter Gallery	200	90	110	2022
		320	90	230	
STF	Replace Fluoride Flow Meters & Piping	30	10	20	2023
STF	Additional Reclaim Pump	70	30	40	2023
WTP	Tank Farm Containment	100	40	60	2023
Gezon	Replace Turbidity Meters	10	0	10	2023
WTP	Replace pH Probe	10	0	10	2023
Hook Tank	Perimeter Fencing	20	10	10	2023
STF	Upgrade Sludge Polymer Application System	50	20	30	2023
Pipeline	Booster Pump Station	11,000	4,730	6,270	2023
		11,290	4,840	6,450	
WTP	Perimeter Fencing	500	220	280	2024

	WTP	Replace 5MG Storage Tank		2,700	1,160	1,540	2024
	WTP	Renovate Filters 1-12		2,000	860	1,140	2024
	WTP	Additional Generators		2,000	860	1,140	2024
	WTP	Additional Storage Tank		2,700	1,160	1,540	2024
				9,900	4,260	5,640	
	High Service	VFD for 1500hp or 2250hp Pump		300	130	170	2025
	WTP	Dedicated Sludge Transfer Pump (Moyno)		30	10	20	2025
				330	140	190	
	Low Service	Pump Station		9,000	3,870	5,130	TBD
	Low Service	Underground Cable and Transformers		1,000	430	570	TBD
	NTF	Renovate South Clarifier		700	300	400	TBD
	Gezon	Replace Transformer		0	0	0	TBD
				10,700	4,600	6,100	

2016 Capital Improvement Program
Question Topics from the
January 27, 2016 Public Information Meeting

2016 Projects:

28 West Place, Michael Avenue to 28th Street

2016 Watermain Reconstruction – Buchanan Ave, 28th St to 32nd St

2016 Watermain Reconstruction – 1550 44th Street – Watermain Realignment

2016 Sanitary Sewer Reconstruction – 28th St, Buchanan Ave to Division Ave

No Questions

2017 Projects:

56th Street Reconstruction – Byron Center Avenue to Ivanrest Avenue

Q: For special assessments, who decides if there is special benefit to the property?

A: The special assessment must be within relation to the benefit received by the property by a factor of two. Contesting the factor is usually done with before-and-after appraisals comparing property value. Property owners can oppose the special assessment. They may file an appeal to the Tax Tribunal within 30 days of the special assessment confirmation.

Q: Are there rear yard assessments for platted properties?

A: If there is no access to the property from the rear then there is no benefit received and hence no special assessment. If there is limited access permitted then there is benefit received and there are special assessments.

Inter-Urban/Division Avenue Sanitary Sewer Construction – 56th Street to 60th Street

Q: Are the special assessment based on the frontage along Division Avenue?

A: The special assessment will be based on the Division frontage and not the trail frontage.

Q: How are lateral locations picked for each property?

A: Laterals are stubbed in to the property where the property owned requests the lateral to be located.

Q: Are properties required to connect to the sewer?

A: Kent County Health Department issues permits for septic systems. Depending on the proximity of the building to the sanitary sewer, KCHD may require connection at a time when the septic system fails or needs significant upgrade.

2017 Watermain Reconstruction project – Dehoop Ave, Burton Street to 28th Street

No Questions

2018 Projects:

2018 Watermain Reconstruction – Noel Avenue, Longstreet and Wykes Area

2018 Watermain Reconstruction – Buchanan Ave, 44th Street to Crown Street

2018 Watermain Reconstruction – Denwood Ave, Burton Street to South End

2018 Watermain Reconstruction – Wadsworth Street, Division Ave to Buchanan Ave

No Questions

IV – ENGINEERING DEPARTMENT

Administrative Fees

Preparation of Lien Contract	\$50.00
Preparation of Restrictive Covenant (waived when prepared in connection with special assessment roll)	\$100.00
Preparation or review of Easements	\$200.00

General Engineering Fees

Fire Lines	
Based on Construction	4.00%
Minimum Fee	\$150.00
Testing and Chlorination of water mains	
Standard Rate	\$135.00/hr
Overtime Rate	\$150.00/hr
Double time Rate	\$180.00/hr
Subdivision Inspection	
Based on Construction Cost	4.00%
Minimum Fee	\$150.00

Standard Special Assessment Rates

Whenever the City Council decides to levy Special Assessment to defray the costs of any improvements, the following Standard Special Assessment Rates shall govern:

Street

Rural Improvement – Residential	\$45.60 lf <u>\$46.90</u>
Full Improvement – Residential	\$73.50 lf <u>\$75.70</u>
Full Improvement – Commercial	\$92.80 lf <u>\$95.50</u>

Sanitary Sewer

Main – Residential	\$30.10 lf <u>\$31.00</u>
Main – Commercial	\$44.20 lf <u>\$45.50</u>
6 inch service	\$1,960.00 ea <u>\$2,010.00</u>
8 inch service	\$2,870.00 ea <u>\$2,950.00</u>

Watermain

Main – Residential	\$18.70 lf <u>\$19.20</u>
Main – Commercial	\$22.40 lf <u>\$23.00</u>
1 inch service	\$1,130.00 ea <u>\$1,160.00</u>
1 ½ inch service	\$1,130.00 ea <u>\$1,160.00</u>
2 inch service	\$1,320.00 ea <u>\$1,350.00</u>
6 inch service	\$3,220.00 ea <u>\$3,310.00</u>
8 inch service	\$3,910.00 ea <u>\$4,020.00</u>

Storm Sewer

12 inch lateral	\$1,290.00 ea <u>\$1,320.00</u>
-----------------	---------------------------------

15 inch lateral	\$1,660.00 ea	<u>\$1,700.00</u>
18 inch lateral	\$1,810.00 ea	<u>\$1,860.00</u>

Sidewalk

4 inch - Residential	\$14.40 lf	<u>\$14.80</u>
6 inch – Commercial	\$20.00 lf	<u>\$20.60</u>
8 inch – Industrial	\$23.50 lf	<u>\$24.20</u>

Drive Approach

Standard 4 inch – Residential	\$24.40 sy	<u>\$24.50</u>
Standard 8 inch – Commercial	\$34.80 sy	<u>\$34.90</u>
Standard 8 inch – Industrial	\$41.80 sy	<u>\$43.00</u>

Curb Return	\$2,280.00 ea	<u>\$2,340.00</u>
Tapered Curb Return	\$4,070.00 ea	<u>\$4,190.00</u>

Stormwater Fees

<u>Percent Impervious</u>	<u>Stormwater Fee (\$/AC)</u>
5%	\$ 1,690.00
10%	1,830.00
15%	1,970.00
20%	2,120.00
25%	2,260.00
30%	2,400.00
35%	2,540.00
40%	2,690.00
45%	2,830.00
50%	2,970.00
55%	3,110.00
60%	3,260.00
65%	3,400.00
70%	3,540.00
75%	3,680.00
80%	3,830.00
85%	3,970.00
90%	4,110.00
95%	4,250.00
100%	4,400.00

Street Permits

Minimum Insurance Policy Requirements Per Policy

General Liability Coverages (Occurrence/Aggregate)	\$1,000,000/\$2,000,000
Automotive Liability/Combined Single Limit	\$1,000,000
Workers Compensation	\$500,000
Policy must name the City of Wyoming as Additional Insured	

Banners and Signs over right-of-way	\$40.00
-------------------------------------	---------

Building Mover's Permit	\$100.00
Moving Oversized objects, less than 13 feet in width (per occurrence)	\$10.00
Moving Oversized objects, greater than 13 feet in width (per occurrence)	\$25.00
Moving Overweight objects (per occurrence)	\$75.00
Work performed outside of normal working hours requiring City Supervision	Actual Cost
Drive Culverts (City Installed)	Actual Cost
Underground Utilities (parallel to centerline)	
Per lineal Foot	\$0.20
Minimum Fee	\$125.00
Residential Drive Approach Construction	
Concrete	\$85.00
Asphalt	\$30.00
Reconstruction	\$20.00
Drive Removal (if performed separate from new Construction)	\$25.00
Landscaping Grades	\$50.00
Drive Grade Stakes (Only)	\$50.00
Commercial Drive Approach Construction	
Flared	\$145.00
Radius	\$220.00
Tapered	
Based on Construction Cost	4%
Minimum Fee	\$150.00
Reconstruct	\$50.00
Drive Removal (if performed separate from new Construction)	\$25.00
Sidewalk Construction	
New Construction	\$125.00
Reconstruction (>50 feet)	\$20.00
ADA Ramps	\$130.00
Restaking	\$50.00
Street Opening	\$350.00
Jack and Bore R.O.W	\$100.00
Traffic Closure (Detour)	\$350.00
Parkway Opening	\$45.00
Storm Sewer	\$25.00
Utility connection	\$25.00
Resurfacing Pavements	
Asphalt	Actual Cost plus 25%
Concrete	Actual Cost plus 25%
All street opening patches shall be replaced by a qualified Contractor or by the City of Wyoming (at the expense of the applicant)	
Miscellaneous	
All work within the right-of-way not covered in the above fees	\$25.00
Sign return	
For return of each sign removed from public property	\$5.00
Portable Basketball Hoop (PBH) Return	
For return of each PBH removed from public property	\$25.00
Telecommunications Permit	
Telecommunications providers permit	\$500.00