

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 3, 2016, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Scott Gurley, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the Regular Meeting of September 19, 2016
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 1. Expense Report for Councilmember Bolt – Michigan Municipal League Annual Conference
 2. Expense Report for Councilmember Ver Hulst – Michigan Municipal League Annual Conference
 3. Expense Report for Councilmembers Bolt, Burrill, Vanderwood and Voorhees – Government Matters Legislative Luncheon
 - b) From City Manager
 - 16-07 Acceptance of a Non-Motorized Trail Easement at 160 – 28th Street SW
(Dawn Donut Systems, Inc.)
 - 16-08 Acceptance of a Non-Motorized Trail Easement at 146 Honeoye Street SW
(Hampson & McMillan)
- 13) Budget Amendments**
 - a) Budget Amendment No. 24 – To Appropriate \$5,620.00 of Additional Budgetary Authority for Funding of Printing and Mailing Costs Associated with the Division Avenue Form Based Code
- 14) Consent Agenda**
- 15) Resolutions**
 - a) To Add Section 3.09 to the City Council Policy Manual
 - b) To Authorize the Settlement for Lee Steel Liquidating Trust
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - c) To Enter into a Development Agreement with Franklin Partners, LLC., for 300 & 301 36th Street SW (Site 36)

- d) To Authorize the Mayor and City Clerk to Execute Change Order No. 1 to the 28 West Place Street and Utility Improvement Project – Phase I (Budget Amendment 25)
- e) To Authorize the Mayor and City Clerk to Execute an Amendment to the Design Services Agreement with Pathfinder Engineering, Inc. for the 28 West Place Project Design (Budget Amendment 25)
- f) To Concur with Repair of an Underbody Scraper of a Snow Plow Unit and to Authorize Payment to Arista Truck Systems, Inc.
- g) To Concur with the Emergency Repair of Tornado Damage to the Police Garage and to Authorize Payment to Vander Kodde Construction Company Inc.
- h) To Authorize the Purchase of Ammunition
- i) For Award of Bid
 - 1. Ballistic Vests

17) Ordinances

- 13-16 To Add Article V to Chapter 77 of the Code of the City of Wyoming Entitled “DAS/Small Cell Telecommunication Facilities” (Final Reading)
- 14-16 To Amend Sections 90-431(B)(2) and 90-431(B)(3), to Add the Definition of “Recycling Facilities” to Section 90-218 and the Definition of “Salvage Yards” to Section 90-219 and to Repeal that Portion of Section 90-508 Entitled “Junk Yard Requirements” and that Portion of Section 90-210 Entitled Definitions “Junk and Junk Yard/Scrap Metal Yard” of the Code of the City of Wyoming (First Reading)
- 15-16 To Amend that Portion of Definitions “F-Family,” Section 90-206(2), Sections 90-311(3) and 90-328(3)(a), to Add Sections 90-330 and 90-1008(e) and to Repeal Section 90-311(8) of the Code of the City of Wyoming (First Reading)
- 16-16 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (103) Thereto to Rezone 1.4 Acres from I-1 Light Industrial to B-2 General Business (Southwest Corner of 54th Street and Crippen Avenue SW) (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (Pending Litigation)

21) Adjournment

City of Wyoming

TRAVEL EXPENSE ESTIMATE AND AUTHORIZATION

(Unexpended advance must be returned to Finance Director's office within 3 days of return to City.)

SECTION 1

| | |
|---|---|
| Employee: <u>Sam Bolt</u> | Date Submitted: <u>Thursday, June 30, 2016</u> |
| Date (s) of Travel: <u>9/14/2016 Through 9/16/2016</u> | <u>City Council</u> |
| Destination: <u>Mackinaw Island</u> | Will leave on: <u>Wednesday, September 14, 2016</u> |
| Reason: <u>2016 MML Annual Conference</u> | Will return on: <u>Friday, September 16, 2016</u> |
| Advance requested: <input type="checkbox"/> | Account to be charged: <u>101-101-10100-860.000</u> |
| Check(s) returned to department: <input type="checkbox"/> | (Attach justification, if not included in budget) |

SECTION 2

| | |
|--|---|
| <u>\$1,088.20</u> | |
| Check for \$ <u>1,089.00</u> Date: <u>upon receipt</u> | Check for <u>\$1,096.93</u> Date: <u>ASAP</u> |
| Payable to <u>Fifth Third Credit Card</u> | Payable to <u>Sam Bolt</u> |
| (Name and address) <u>H Isakson cc#0299</u> | (Name and address) _____ |
| Check for: _____ Date: _____ | Check for \$ _____ Date: _____ |
| Payable to: _____ | Payable to _____ |
| (Name and address): _____ | (Name and address) _____ |

SECTION 3

COST

| | Estimated | Actual |
|--|-------------------------------|--------------------|
| Lodging: DEPT COPY <u>2 Days @ \$274.00 per day</u> <u>1 day</u> | \$ 640.00 | 639.20 272.93 |
| Transportation: Air Fare: <u>500</u> <u>\$0.00 Round trip</u> | - | |
| Personal Vehicle: <u>500 Miles @ \$0.54 per mile</u> | 270.00 | 280.80 |
| Auto Rental: <u>0 Days @ \$0.00 per day</u> | - | |
| Meals: <u>0 Breakfasts @ \$7.00 each</u> | - | |
| <u>0 Lunches @ \$8.00 each</u> | - | |
| <u>5 Dinners @ \$16.00 each</u> | - | 78.00 |
| Registration / Dues: <u>2016 MML registration</u> | 449.00 | 449.00 |
| Itemized Misc Expenses: <u>taxi</u> | | 20.00 |
| <u>Parking</u> | | 45.00 |
| Total expense | \$ 1,359.00 | \$ 1,784.93 |
| | Less Pre-paid expenses | |
| | Less Advance | |
| | Additional to Employee | \$ _____) |

Returned to City Additional to Employee

Please attach all documentation relevant to this request.

Department Head
Finance Director
City Manager

| Approval | Final Approval |
|-----------|----------------|
| <u>BO</u> | |
| | <u>CA</u> |

City of Wyoming

TRAVEL EXPENSE ESTIMATE AND AUTHORIZATION

(Unexpended advance must be returned to Finance Director's office within 3 days of return to City.)

SECTION 1

| | |
|---|---|
| Employee: <u>Bill VerHulst</u> | Date Submitted: <u>Monday, August 29, 2016</u> |
| Date (s) of Travel: <u>9/14/2016</u> Through <u>9/16/2016</u> | <u>City Council</u> |
| Destination: <u>Mackinaw Island</u> | Will leave on: <u>Wednesday, September 14, 2016</u> |
| Reason: <u>2016 MML Annual Conference</u> | Will return on: <u>Friday, September 16, 2016</u> |
| Advance requested: <input type="checkbox"/> | Account to be charged: <u>101-101-10100-860.000</u> |
| Check(s) returned to department: <input type="checkbox"/> | (Attach justification, if not included in budget) |

SECTION 2

| | |
|---|---|
| <p><u>\$1,373.32</u></p> Check for \$ <u>1,639.00</u> Date: <u>upon receipt</u> Payable to <u>Fifth Third Credit Card</u> (Name and address) <u>Ch Holt card # 6458</u> | Check for <u>\$369.62</u> Date: <u>ASAP</u> Payable to <u>William VerHulst</u> (Name and address) _____ |
| Check for: _____ Date: _____ Payable to: _____ (Name and address): _____ | Check for \$ - Date: _____ Payable to: _____ (Name and address): _____ |

SECTION 3

COST

| | Estimated | Actual |
|---|-------------|-------------------------------|
| Lodging: <u>2 Days @ \$460.00 per day</u> <u>1 day</u> 0 | \$ 920.00 | <u>924.38</u> <u>75.59</u> |
| Transportation: Air Fare: <u>\$0.00 Round trip</u> | - | |
| Personal Vehicle: <u>460 500 Miles @ \$0.54 per mile</u> | 270.00 | <u>248.40</u> |
| Auto Rental: <u>0 Days @ \$0.00 per day</u> | - | |
| Meals: <u>0 Breakfasts @ \$7.00 each</u> | - | |
| <u>2 Lunches @ \$8.00 each</u> | - | <u>17.63</u> |
| <u>0 Dinners @ \$16.00 each</u> | - | |
| Registration / Dues: <u>2016 MML registration</u> | 449.00 | 449.00 |
| Itemized Misc Expenses: <u>Ferry</u> | | <u>18.00</u> |
| <u>Parking</u> | | <u>10.00</u> |
| <u>Taxi</u> | | |
| Total expense | \$ 1,639.00 | <u>1,742.94</u> |
| Less Pre-paid expenses | | |
| Less Advance | | - |
| Due to City | \$ | - |

Returned to City Additional to Employee

Please attach all documentation relevant to this request.

Department Head
Finance Director
City Manager

Approval Final Approval

CV

TRAVEL EXPENSE ESTIMATE AND AUTHORIZATION

(Unexpended advance must be returned to Finance Director's office within 3 days of return to City.)

SECTION 1

| | | |
|--|---|--|
| Employee: Voorhees, Burrill, Mayor Poll, Vanderwood, Bolt | | Date Submitted: Wednesday, September 28, 2016 |
| Date (s) of Travel: 9/19/2016 Through 9/19/2016 | Department: City Council | |
| Destination: Wyoming, MI | Will leave on: Monday, September 19, 2016 | |
| Reason: Govt Matters Legislative Luncheon | Will return on: Monday, September 19, 2016 | |
| Advance requested: <input type="checkbox"/> | Account to be charged: 101-101-10100-860.000 | |
| Check(s) returned to department: <input type="checkbox"/> | (Attach justification, if not included in budget) | |

SECTION 2

| | |
|---|---|
| Check for \$ 75.00 Date: upon receipt Payable to Please mail a check - invoice attached (Name and address) | Check for _____ Date: _____ Payable to _____ (Name and address) |
| Check for: _____ Date: _____ Payable to: _____ (Name and address): _____ | Check for \$ - Date: _____ Payable to _____ (Name and address) |

SECTION 3

COST

| | Estimated | Actual |
|---|------------------|------------------|
| Lodging: 0 Days @ \$0.00 per day | \$ - | |
| Transportation: Air Fare: \$0.00 Round trip | - | |
| Personal Vehicle: 0 Miles @ \$0.575 per mile | - | |
| Auto Rental: 0 Days @ \$0.00 per day | - | |
| Meals: 0 Breakfasts @ \$7.00 each | - | |
| 0 Lunches @ \$8.00 each | - | |
| 0 Dinners @ \$16.00 each | - | |
| Registration / Dues: 5 Council members (no charge for the Mayor) | 100.00 | 100.00 |
| Itemized Misc Expenses: Parking | | |
| Total expense | \$ 100.00 | \$ 100.00 |
| Less Pre-paid expenses | | |
| Less Advance | | - |
| Due to City | | \$ - |

Returned to City Additional to Employee

Please attach all documentation relevant to this request.

Department Head
Finance Director
City Manager

Approval Final Approval

| | |
|--|--|
| | |
| | |
| | |



City Manager's Office

Telephone 616/530-7272

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

Web: www.wyomingmi.gov



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

October 3, 2016

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 16-07

Subject: Acceptance of a Non-Motorized Trail Easement at
160 – 28th Street, SW (Dawn Donut Systems, Inc.)

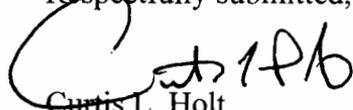
Councilmembers:

Dawn Donut Systems, Inc., owner of 160 – 28th Street, SW, has submitted the following described Non-Motorized Trail Easement in conjunction with construction of Buchanan Avenue Watermain Replacement project. The Easement conveys an Easement for non-motorized trail purposes. The easement area is shown on the attached Estimate of Just Compensation drawing.

| | |
|-------------------|--|
| Grantor: | Dawn Donut Systems, Inc. |
| Parcels: | 41-17-13-226-050 |
| Right-of-way Size | 1,051sf – Non-motorized Trail Easement |
| Consideration: | \$5,255.00 |

It is recommended that the City Council accept the attached Non-motorized Trail Easement, which has been approved as to form by the City Attorney.

Respectfully submitted,


Curtis L. Holt
City Manager

Attachments: Non-motorized Trail Easement
Estimate of Just Compensation

CITY OF WYOMING
NON-MOTORIZED TRAIL EASEMENT
Parcel No. 41-17-13-226-050

The Grantor, Dawn Donut Systems, Inc., a Michigan corporation, whose address is P.O. Box 31089, Flint, MI 48531

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 (the "City" herein) an easement for non-motorized trail purposes, including, but not limited to, the construction, use, repair, reconstruction and replacement of a non-motorized trail and appurtenant parts thereof 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 Non-Motorized Trail Easement Legal Description, Non-Motorized Trail Easement Area, and Property Legal Description (Parcel No. 41-17-13-226-050)

For the full consideration of Five Thousand Two Hundred Fifty Five Dollars and No Cents (\$5,255.00).

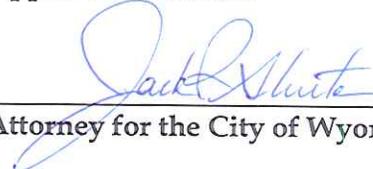
The City shall have the right to temporarily use the Grantor's property outside the Easement Area, but immediately adjoining the Easement Area, to accomplish the work; provided however, that the City shall restore the portion of the Grantor's property adjoining the Easement Area to as good or better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

Grantor shall not construct, install, or place any fences, buildings, walls, structures, trees, or any obstructions in the Easement Area which would interfere with 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: 8-26-16

Approved as a form:



Attorney for the City of Wyoming

GRANTOR:
Dawn Donut Systems, Inc.,
a Michigan corporation

By: Gary J. Hurand
Its: President

STATE OF MICHIGAN)
)ss.
COUNTY OF Genesee)

The foregoing instrument was acknowledged before me in Genesee County, Michigan on this 26th day of August 2016, by Gary J. Hurand, President of Dawn Donut Systems, Inc., a Michigan corporation.

Randy Jo Themm

Notary Public
RANDY JO THEMM
State of Michigan, County of _____ NOTARY PUBLIC, STATE OF MI
My Commission Expires: _____ COUNTY OF Ogemaw
MY COMMISSION EXPIRES Sep 19, 2017
Acting in the County of _____ ACTING IN COUNTY OF Genesee

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

DATE: 7-27-16

PROJECT NO: 15097

RE: 160 28TH ST. SW

EXHIBIT A

28TH ST.

EXCEPTION DESCRIBED=S87°03'E 151.05'

S. LINE, N. 17 FEET, LOT 22
S. R.O.W. LINE SOUTH BELTLINE RD.

22

151.17'

NON MOTORIZED TRAIL EASEMENT AREA
1051 SQ. FT.

23

DAWN DONUT SYSTEMS INC.
160 28th ST. SW.
41-17-13-226-050

151.33'

85.00'
N87°03'W

24

7.00'

N61°12'20"E
75.90'

25

9.15'
S61°12'20"W

P.O.B.
NON MOTORIZED
TRAIL EASEMENT

4.00'

SW COR LOT 25

PROPERTY LEGAL DESCRIPTION (41-17-13-226-050):

LOT 22, EXCEPT THE NORTH 17 FEET THEREOF, ALL OF LOT 23, AND PART OF LOTS 24 AND 25, HAZEN HEIGHTS, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN LIBER 27 OF PLATS, PAGE 15, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF BUCHANAN AVENUE AND THE SOUTH RIGHT OF WAY LINE OF SOUTH BELTLINE ROAD (M-114); THENCE RUN IN AN EASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY LINE OF SOUTH BELTLINE ROAD (M-114) S87°03'E 151.05 FEET TO A POINT; THENCE RUN S00°07'W ALONG THE EAST LINE OF LOT 22, ALL OF LOT 23, AND PART OF LOT 24, 101.00 FEET TO A POINT; RUN THENCE N87°03'W PARALLEL WITH THE SOUTH LINE OF LOT 24, 85.00 FEET TO A POINT; THENCE S00°07'W 7.00 FEET TO A POINT; THENCE RUN S61°12'20"W 75.90 FEET TO A POINT ON THE EAST LINE OF BUCHANAN AVENUE; THENCE RUN N00°18'E ALONG THE EAST LINE OF BUCHANAN AVENUE, 148.00 FEET TO THE POINT AND PLACE OF BEGINNING.

EXCEPT THAT PART WHICH LIES WESTERLY AND NORTHERLY OF A LINE DESCRIBED AS BEGINNING ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, TOWN 6 NORTH, RANGE 12 WEST, AT A POINT LOCATED S88°10'12"E 1365.44 FEET FROM THE NORTH QUARTER CORNER THEREOF; THENCE S01°49'48"W 64.00 FEET; THENCE N88°10'12"W 75.00 FEET TO A POINT OF ENDING.

NON MOTORIZED TRAIL EASEMENT LEGAL DESCRIPTION: THAT PART OF LOTS 22, 23, 24, AND 25, HAZEN HEIGHTS, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN LIBER 27 OF PLATS, PAGE 15, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 25; THENCE N00°18'00"E 43.00 FEET ALONG THE WEST LINE OF LOT 25 TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING N00°18'00"E 133.81 FEET ALONG THE WEST LINE OF LOTS 25, 24, 23 AND 22; THENCE S86°42'09"E 8.01 FEET; THENCE S00°18'00"W 128.94 FEET; THENCE S61°12'20"W 9.15 FEET TO THE POINT OF BEGINNING.



NOTE: PROPERTY LEGAL DESCRIPTION FROM ATTORNEYS TITLE AGENCY OF SOUTHWEST MICHIGAN, LLC, TITLE COMMITMENT #41-16473177-ACM, DATED APRIL 19, 2016.

SCALE: 1"=30'

LEGEND



= NON MOTORIZED TRAIL EASEMENT AREA

mbn

meyers, 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: Buchanan Avenue Watermain Replacement, including Non-Motorized Trail and Street Resurfacing from 28th Street to 32nd Street

| | |
|--|--|
| SITE DATA: | Permanent Parcel No.: 41-17-13-226-050 |
| Parcel: Dawn Donut Systems, Inc. | Land Use: Commercial Size: 0.381 Ac (total) |
| Address: 160 28 th Street, SW | Zoning: 201 |

| | |
|---|---|
| <p>ACQUISITION DESCRIPTION:</p> <p>Square foot values based on values obtained from the City of Wyoming Assessor's Office.</p> <p>Summary of Costs:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><u>Non-Motorized Trail Easement:</u> A rectangular piece of property located adjacent to Buchanan Avenue as shown on sketch.</p> <p style="margin-left: 20px;">Area: 1051 sft</p> </div> | <p>SKETCH:</p> <div style="text-align: right; margin-bottom: 10px;"> <p>North →</p> </div> |
|---|---|

| | | | |
|--|---|---------|----------------------|
| COMPUTATION OF VALUE: | | | |
| LAND ACQUISITION, NON-MOTORIZED TRAIL EASEMENT | | | |
| 1051 s.f. (Area) | X | \$ 5.00 | / s.f. = \$ 5,255.00 |
| | | | \$ 5,255.00 |

REMARKS:

Signed:
 Land Matters, Ilc
 Deborah S. Poeder

For information call 616.791.9805

Agreed to by:
 Dawn Donut Systems, Inc.
 By: Gary J. Heward
 Its: President

\$ 5,255.00



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

October 3, 2016

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 16-08

Subject: Acceptance of a Non-Motorized Trail Easement at
146 Honeoye Street, SW (Hampson & McMillan)

Councilmembers:

Robert C. Hampson and Andrew S. McMillan, owners of 146 Honeoye Street, SW, have submitted the following described Non-Motorized Trail Easement and Agreement for Incidental Items in conjunction with construction of Buchanan Avenue Watermain Replacement project. The Easement conveys an Easement for non-motorized trail purposes and the Agreement for Incidental Items identifies items and compensation amount for the relocation of landscape materials. The easement area is shown on the attached Estimate of Just Compensation drawing.

| | |
|-------------------|--|
| Grantor: | Robert C. Hampson and Andrew S. McMillan |
| Parcels: | 41-17-13-227-001 |
| Right-of-way Size | 524 sf – Non-motorized Trail Easement |
| Consideration: | \$6,784.00 |

It is recommended that the City Council accept the attached Non-motorized Trail Easement and Agreement for Incidental Items, which have been approved as to form by the City Attorney.

Respectfully submitted,

Curtis L. Holt
City Manager

Attachments: Non-motorized Trail Easement
Agreement for Incidental Items
Estimate of Just Compensation

CITY OF WYOMING
NON-MOTORIZED TRAIL EASEMENT
Parcel No. 41-17-13-227-001

The Grantors, **Robert C. Hampson**, an unmarried man, and **Andrew S. McMillan**, a unmarried man, whose address is 146 Honeoye Street SW, Wyoming, MI 49548.

DO HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 (the "City" herein) an easement for non-motorized trail purposes, including, but not limited to, the construction, use, repair, reconstruction and replacement of a non-motorized trail and appurtenant parts thereof 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 Non-Motorized Trail Easement Legal Description, Non-Motorized Trail Easement Area, and Property Legal Description (Parcel No. 41-17-13-227-001)

For the full consideration of One Thousand Six Hundred Four Dollars and No Cents (\$1,604.00).

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.

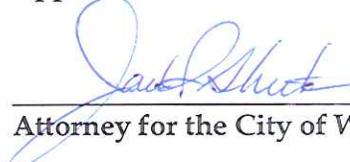
Grantors shall not construct, install, or place any fences, buildings, walls, structures, trees, or any obstructions in the Easement Area which would interfere with the intended use of the Easement.

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

The Consent to Non-Motorized Trail Easement from Grantors' Mortgagee is attached hereto.

DATED: 9/20/16

Approved as a form:



Attorney for the City of Wyoming

GRANTORS:


Robert C. Hampson


Andrew S. McMillan

STATE OF MICHIGAN)
)ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me in OTTAWA County, Michigan on this 20th day of September 2016 by Robert C. Hampson, an unmarried man.

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


Kelly Jacobsen Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 6/21/2017
Acting in the County of Ottawa

STATE OF MICHIGAN)
)ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me in OTTAWA County, Michigan on this 20th day of September 2016 by Andrew S. McMillan, an unmarried man.

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

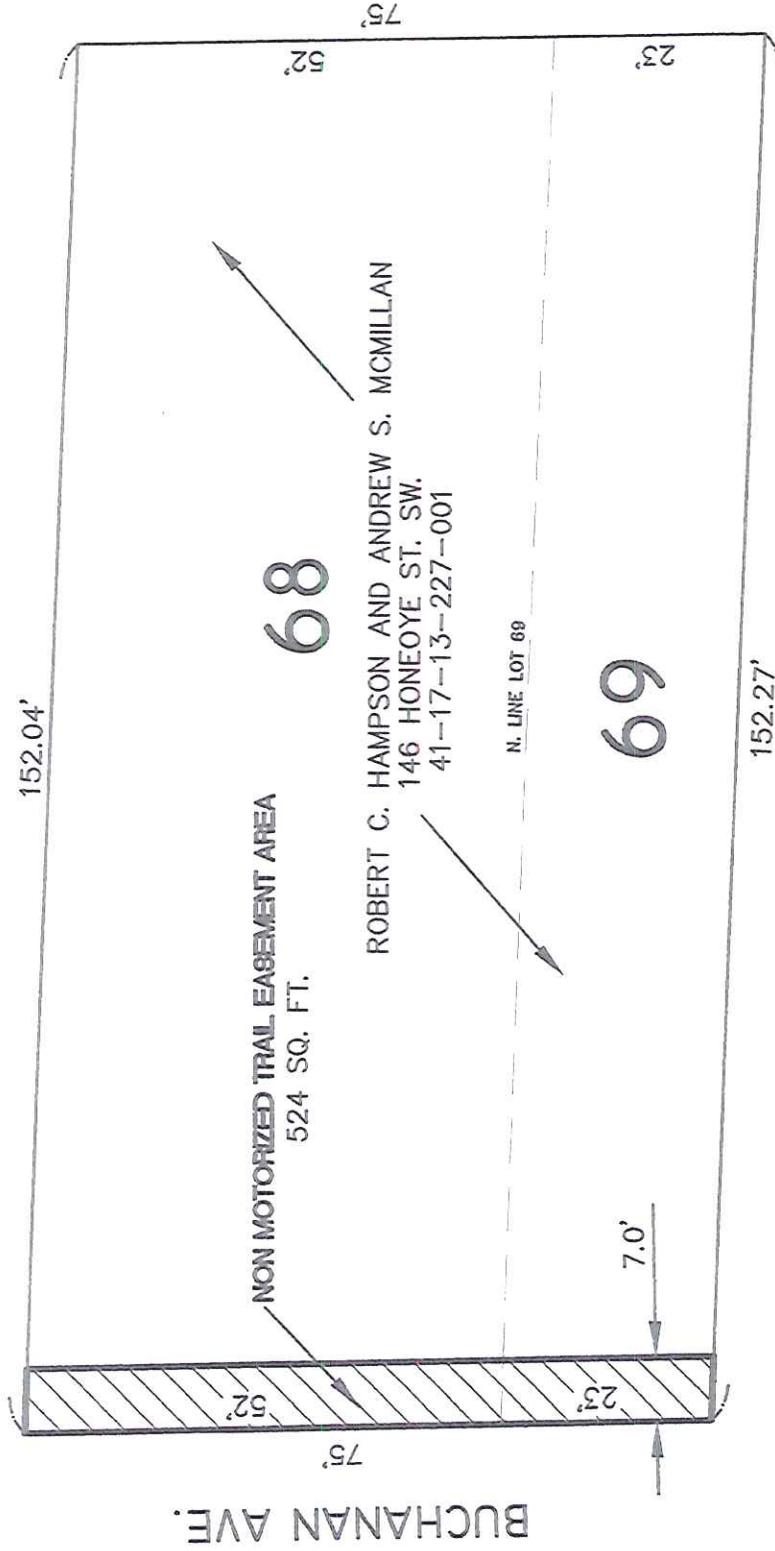

Kelly Jacobsen Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 6/21/2017
Acting in the County of Ottawa

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

HONEOYE ST.



DATE: 8-10-16

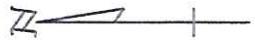
PROJECT NO: 15097

RE: 146 HONEOYE ST. SW

PROPERTY LEGAL DESCRIPTION (41-17-13-227-001):
LOT 68 AND THE NORTH 23 FEET OF LOT
69, HAZEN HEIGHTS PLAT, ACCORDING TO
THE RECORDED PLAT THEREOF AS RECORDED
IN LIBER 27 OF PLATS, PAGE 15.



NOTE: PROPERTY LEGAL DESCRIPTION FROM ATTORNEYS
TITLE AGENCY OF SOUTHWEST MICHIGAN, LLC, TITLE
COMMITMENT #41-16473151-KAZ, REVISION NO. 1,
DATED APRIL 15, 2016.



SCALE: 1"=20'

LEGEND



= NON MOTORIZED
TRAIL EASEMENT
AREA



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

Agreement for Incidental Items

Property Owners: Robert C. Hampson, an unmarried man, and Andrew S. McMillan, an unmarried man
Property Address: 146 Honeoye St., SW, Wyoming, MI 49548
Parcel Number: 41-17-13-227-001
Project Name: Buchanan Avenue Watermain Replacement, including Non-Motorized Trail and Street Resurfacing from 28th Street to 32nd Street

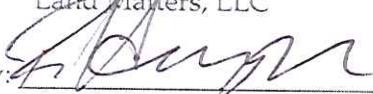
In consideration of the above named Property Owners having granted a Non-Motorized Trail Easement to the City of Wyoming for the above referenced Project, the following is agreed:

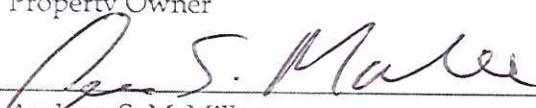
The Property Owners and the City of Wyoming (City) agree that the Property Owners will be responsible to remove the existing landscaping in the easement area which the Property Owners want to salvage and relocate such landscaping and install additional landscaping in an area outside of the easement area. This work will be done pursuant to the attached estimate of costs determined by the Property Owners' landscaping firm, J & B Enterprises of Rockford, LLC. The City will pay the Property Owners the amount of \$5,180.00 for this work as referenced on said estimate of costs.

The City will be responsible to have its contractor(s) remove any remaining landscaping in the easement area, including the blue spruce tree and grinding of its stump which is located in the Northwest corner of the property, remove the concrete curb wall along the existing sidewalk, and re-grade the easement area to accommodate the proposed Non-Motorized Trail. This work will be done at Project expense and at no cost to the Property Owners.

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:  9.20.16
Deborah S. Poeder
Land Matters, LLC
Date

Accepted by:  9-7-16
Robert C. Hampson
Property Owner
Date

Accepted by:  9-7-16
Andrew S. McMillan
Property Owner
Date

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

J & B ENTERPRISES OF ROCKFORD, LLC
8700 SHANER AVE. NE
ROCKFORD, MI 49341
616-437-4205

July 18, 2016

Robert Hampson
Andrew Scott McMillan
P.O. Box 2958
Grand Rapids, MI 49501

RE: MOVING OF LANDSCAPE AT 146 HONEOYE SW, WYOMING, MI 49548

J & B Enterprises of Rockford, LLC agrees to provide and install the following materials:

Material List

| | | |
|---------|---|--------|
| 1 | Labor to transplant white pine on site | |
| 7 mhrs. | Labor to remove existing landscape plantings and sod | |
| 3 cyds | Screened topsoil for lawn and landscape beds | |
| 3 hrs. | MT55 bobcat to remove sod/plantings and install topsoil | |
| 4 hrs. | MT55 bobcat to remove excess soil on corner and install boulder wall with boulders on site | |
| 5 hrs. | Labor to install boulder wall | |
| 11 | Coneflower 'Tiki Torch' | 1 gal. |
| 8 | Walker's Low Catmint | 1 gal. |
| 9 | Dwarf Burning Bush | 30-36" |
| 9 | Daylily - 'Happy Returns' | 1 gal. |
| 9 cyds | Bark Mulch | |
| 208 lf | Aluminum Edging | |
| | Repair existing lawn and seed | |

TOTAL PROJECT \$5,180.00

*NOTE: Bike path contractor or City of Wyoming will be responsible for the removal of existing plantings that are not transplanted, removal of concrete curbing and the removal of Blue Spruce.

A deposit of one half is required to be placed on the schedule with the remaining balance due upon completion of the project.

Signature

Date

**CITY OF WYOMING
ESTIMATE OF JUST COMPENSATION**

PROJECT: Buchanan Avenue Watermain Replacement, including Non-Motorized Trail and Street Resurfacing from 28th Street to 32nd Street

| | | | |
|-------------------|--|--|--|
| SITE DATA: | | Permanent Parcel No.: 41-17-13-227-001 | |
| Parcel: | Robert C. Hampson & Andrew S. McMillan | Land Use: | Residential Size: 0.26 Ac (total) |
| Address: | 146 Honeoye Street, SW, Wyoming, MI | Zoning: | 401 |

| | |
|--|-----------------------|
| <p>ACQUISITION DESCRIPTION:</p> <p>Square foot values based on values obtained from the City of Wyoming Assessor's Office along with an additional compensation factor.</p> <p>Summary of Costs:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><u>Non-Motorized Trail Easement:</u> A rectangular piece of property located adjacent to Buchanan Avenue as shown on sketch.</p> <p>Area: 524 sft</p> <p><u>Landscaping:</u> (Agreement for Incidental Items)</p> </div> | <p>SKETCH:</p> |
|--|-----------------------|

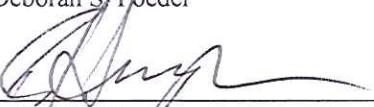
| | | |
|---|--|-------------|
| COMPUTATION OF VALUE: | | |
| LAND ACQUISITION, NON-MOTORIZED TRAIL EASEMENT | | |
| 524 s.f. (Area) X \$ 3.06 / s.f. = \$ 1,603.44, round to \$1,604.00 | | \$ 1,604.00 |
| LANDSCAPING, Agreement for Incidental Items | | \$5,180.00 |

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

\$ 6,784.00

Signed: 
 Land Matters, llc
 Deborah S. Poeder

For information call 616.791.9805

Agreed to by: 
 Robert C. Hampson

Agreed to by: 
 Andrew S. McMillan

STAFF REPORT

Date: September 26, 2016

Subject: Budget Amendment Request to Provide for Printing & Mailing Costs Associated with the Division Avenue Form Based Code

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: October 3, 2016

RECOMMENDATION: It is recommended that the City Council approve a Budget Amendment as presented to provide for public notification and engagement related to the Division Avenue Form Based Code.

SUSTAINABILITY CRITERIA:

Environmental Quality – The adoption and assignment of the Form Based Code for Division Avenue recognizes, clarifies, and affirms integrity of City property ownership, the community Land Use Plan and property rights as established by zoning.

Social Equity – Public notification of proposed and subsequently approved zoning changes, including the resulting assignment of the new code to properties is critical to the open and transparent operations of government.

Economic Strength – Public participation in zoning formulation and understanding of its resulting assignment and impacts to property results in clearly articulated standards, and property rights; identified community investments; and is believed to expedite property sales and development.

DISCUSSION: The FY 2017 budget did not include adequate funding to provide for the required two notices of 3,600 parcels for the public educational meeting notification of the need to assign the Division Avenue Form Based Code following Council approval, as well as the pending public hearing notice regarding assigning the code as required before the Planning Commission. The Budget Amendment request is based upon the following:

3,600 parcels

| | | | | | |
|--------------------------------|---|----|---------|---|---------|
| Printing of envelopes | 1 | at | \$500 | = | \$500 |
| Printing of notice & maps | 2 | at | \$1,300 | = | \$2,600 |
| Postage for public notices | 2 | at | \$1,260 | = | \$2,520 |
| Total budget amendment request | | | | = | \$5,620 |

BUDGET IMPACT: This budget amendment requests the use of General Fund fund balance in the amount of \$5,620 to provide for the increase in budget account number 101-400-40000-900.000 Printing and Advertising.

RESOLUTION NO. _____

RESOLUTION TO ADD SECTION 3.09 TO THE CITY COUNCIL POLICY MANUAL

WHEREAS:

1. The Michigan Department of Treasury Audit Manual for Local Government Units suggests that all employee benefits should be provided for through an adopted policy.
2. The City Council Policy Manual does not currently address di minimis benefits provided by the City to employees.
3. It is recommended that the City Council add Section 3.09 to the City Council Policy Manual to establish a policy on di minimis benefits and to fulfill this state requirement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby add Section 3.09 to the City Council Policy Manual to read as follows:

Di Minimis Benefits

Employee compensation includes additional di minimis benefits as provided at the discretion of the City Manager within the annual budget.

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 October 3, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

Date: September 26, 2016
Subject: Amendment of City Council Policy for Staff and Employees
From: Kelli VandenBerg, City Clerk
Meeting Date: October 3, 2016

Recommendation:

It is recommended that the City Council amend Section 3 of the policy manual to establish policies and procedures for certain *de minimis* benefits provided by the City to employees as part of their compensation package.

Sustainability Criteria:

Environmental Quality – There is no environmental impact.

Social Equity – There is no social equity impact.

Economic Strength – There is no economic impact.

Discussion:

Consultant Peter Haefner has recommended an amendment to the City Council Policy Manual to address *di minimis* benefits. The Michigan Department of Treasury Audit Manual for Local Units of Governments provides that all employee benefits should be provided for through an adopted employment policy. *Di minimis* benefits include instances where the City provides retirement gifts, food and other items at certain meetings and events.

Updating the City Council Policy Manual to include this amendment would address this state requirement.

10/03/16
Treasurer/ACB

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE SETTLEMENT FOR
LEE STEEL LIQUIDATING TRUST

WHEREAS:

1. A settlement in the amount of \$2,000.00 has been negotiated in the litigation with Lee Steel Liquidating Trust.
2. It is recommended such settlement be approved.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the settlement for Lee Steel Liquidating Trust in accordance with the settlement agreement.
2. The Wyoming City Council does hereby authorize the City Manager to acknowledge acceptance of the settlement.

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 October 3, 2016.

ATTACHMENT:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

From: Andrea Boot, Treasurer
Date: September 28, 2016
Subject: Proposed Settlement for Lee Steel Liquidating Trust
Meeting Date: October 3, 2016 City Council Meeting

RECOMMENDATION

The Treasurer's Office recommends that City Council approves the proposed settlement for Lee Steel bankruptcy trustee.

SUSTAINABILITY CRITERIA

Environmental Quality

Does not significantly impact this criterion.

Social Equity

Does not significantly impact this criterion.

Economic Strength

It is the practice of the City of Wyoming to secure payments from debtors in bankruptcy filings through all available channels. This is to ensure that all parties pay for the services they receive.

DISCUSSION

Lee Steel Corporation and its partner company Taylor Industrial are conducting business at 5875 Weller Ct SW. Up until approximately October 2015, the personal property and any IFTs were billed under Lee Steel Corporation, the real property taxes were billed to Taylor Industrial. Lee Steel and Taylor Industrial filed for bankruptcy in April 2015, and the case was jointly administered. We filed the necessary paperwork and proof of claim to get paid for any pre-petition amounts owed to the City.

The end of January 2015, we received three payments from Lee Steel: \$11,950.15 for the 2014 winter property taxes including real, personal, and IFTs, \$532.37 for the water/sewer bill, and \$40.00 for the business license. Since these amounts were paid before the company filed for bankruptcy, these amounts were not included in any claim we filed with the courts. We were eventually paid for the claims we filed with the bankruptcy court and Lee Steel continues to conduct business in the City of Wyoming.

On May 27, 2016, we received a complaint filed by the bankruptcy trustee for Lee Steel asking the City to return money received within 90 days of the bankruptcy filing for Lee Steel. The trustee was claiming we should not have received these funds. Through our legal counsel, Sandra Hamilton, we answered the complaint, asking for the case to be dismissed as the funds we received were for items that would have been paid under the bankruptcy anyway. After several months of correspondence it became apparent that the trustee was going to continue to insist in recovering these funds and he was not willing to dismiss the case.

As a standard procedure, the bankruptcy court orders mandatory mediation before continuing the case to the court. Prior to the mediation meeting the trustee offered to settle this case in exchange for the City returning \$5,000.00 of the \$12,522.52 received. We countered that we would not return these funds, particularly since it involved property taxes. The trustee may have realized that we cannot return property tax payments, but he shifted his focus and argument on the fact that the tax payment in question included real, personal, and IFT taxes. The payment came from Lee Steel, but since the real property taxes were billed under Taylor Industrial, the argument now became that this was a fraudulent transfer for the amount of the real property taxes. A mediation meeting was scheduled for September 13, 2016, and we met with the mediator and opposing counsel. Considering many aspects of this issue, including potential legal cost for on-going litigation, the parties agreed to settle this matter by the City returning \$2,000.00 to the bankruptcy trustee and the trustee dropping the case against the City. In light of the legal cost already incurred it seems prudent to accept this agreement.

BUDGET IMPACT

Legal cost incurred through the end of July 2016 for this matter is \$2,060.00, and funds for special legal counsel have been budgeted in account 101-210-21000-801.021. The amount returned to the trustee will be charged back to Kent County and the District Library proportionally since it was that portion of the payment that was being contested.

RESOLUTION NO. _____

RESOLUTION TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH FRANKLIN PARTNERS, LLC., FOR
300 & 301 36TH STREET SW (SITE 36)

WHEREAS:

1. The City of Wyoming Brownfield Redevelopment Authority is the owner of 300 & 301 36th Street SW, the former General Motors Stamping Plant, now marketed as "Site 36." Permanent Parcel Numbers: 41-17-24-201-007 and 41-17-13-455-052.
2. Since acquisition of the property, the City of Wyoming (the "City") and the Brownfield Redevelopment Authority (the "Authority") have worked with The Right Place, Lormax Stern (Thunder Ventures, LLC) and NAI Wisinski of West Michigan to market the property to potential owner(s) or tenant(s) who could make best use of the property.
3. The Authority's and the City's primary goals for the property have been to ensure site environmental cleanup; development that is an attractive asset to the neighborhood and the City; quality, family-supporting jobs and tax base; and appropriate use of the property's industrial amenities.
4. The City and the Authority have considered the proposal of Franklin Partners, LLC. to develop the property in a manner consistent with these goals and vision, and have negotiated a Development Agreement to describe the terms and conditions of such development.
5. At a special meeting held on September 29, 2016, the Brownfield Redevelopment Authority approved the Development Agreement with Franklin Partners LLC.
6. The City Council of the City of Wyoming has determined it is in the best interests of the City and that it will further the goals for the redevelopment of Site 36 to enter into a Development Agreement with Franklin Partners LLC.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming approves the Development Agreement attached hereto with Franklin Partners, LLC., and authorizes the Mayor and City Clerk 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 October 3, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Development Agreement

Resolution No. _____

DEVELOPMENT AGREEMENT

This Development Agreement is made as of October ____, 2016, among the City of Wyoming Brownfield Redevelopment Authority, a Michigan public body corporate of 1155 28th Street SW, Wyoming, MI 49509 (the "**Authority**"), the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 49509 (the "**City**"), and Franklin Partners, L.L.C., a Illinois limited liability corporation with local offices at 99 Monroe Ave NW, Suite 102, Grand Rapids, MI 49503 (the "**Developer**").

RECITALS

- A. The Authority owns approximately 87 acres of industrial real property located along either side of 36th Street east of Clay Avenue in the City between a railroad track on its west and Buchanan Street on its east, as generally depicted on the attached **Exhibit A**, having the street addresses of 300 and 301 36th Street, SW and marketed as "Site 36" (the "**Property**").
- B. The Property abuts a railroad so it has railroad access, is within a few blocks of the US-131 – 36th Street exit (which exit is within a few miles of the US-131 – M-6 interchange), is served by roads designed and built for commercial truck traffic, has available City water and sanitary sewer service, has available natural gas service, and has an electric substation within it with possible connection to lines along its perimeter so it can be provided redundant electric power (the "**Property's Industrial Amenities**").
- C. Due to the presence of certain substances in its soils and groundwater, a declaration of restrictive covenant has been recorded that, upon completion of certain environmental remedial actions and other evaluations will be replaced by an amended declaration of restrictive covenant that will limit uses of the Property and impose certain obligations on owners of the Property (the "**Restrictive Covenant**").
- D. The Authority's and City's primary **goals for the Property** have been to ensure (i) site environmental clean-up which has largely been accomplished by predecessors in title though as noted above but will have remaining environmental requirements, (ii) development that is an attractive asset to the City and its immediate vicinity, (iii) quality, family-supporting jobs and tax base on the Property, and (iv) appropriate use of the Property's Industrial Amenities.
- E. Toward those goals, the Authority and City believe the Property's best use may be by one or a very few larger businesses, rather than development as an industrial park occupied by smaller businesses.
- F. The Authority, with the City's consent, has listed the Property for sale with NAI Wisinski of West Michigan, Inc. (the "**Seller's Broker**").
- G. The Developer is in the business of developing and redeveloping real property and has proposed an arrangement with the Authority and the City provide a comprehensive, multi-faceted approach to marketing and developing the Property consistently with the **Authority's and City's vision** for its development indicated in the preceding paragraphs D and E that includes (i) some site improvement to alter what prospective occupants see when viewing the site, (ii) advanced concepts for an aggressive re-branding and marketing campaign that will include renderings to help prospective occupants visualize their business on the site, (iii) services of the Developer's experts to provide site and building planning for prospective occupants, (iv) detailed assistance to prospective occupants for staging their relocation, (v) addressing the Restrictive Covenant's requirements, and (vi) building to suit either for lease or purchase.
- H. While others that City representatives have communicated with indicated they can provide similar services, none voluntarily said how it would and, even when questioned, did not say how it would do so.
- I. After considering the Developer's proposal and the Developer's West Michigan development record, the Authority and the City have concluded the Developer's proposed approach to developing the Property will accelerate its development consistent with Authority's and City's vision.
- J. The Developer has indicated that its success will require it to have general control of the Property, subject to a collaborative process for Authority and City approval of any development on the Property.

TERMS AND CONDITIONS

1. Collaboration. The parties wish to ensure the success of their partnership in the development of the Property with appropriate planning, budgeting and communication.

A. Within 30 days of the date of this Agreement, representatives of the parties will meet as necessary to jointly develop the following:

1. A conceptual profile of the ideal Site 36 occupant(s), including some acceptable alternatives, consistent with the Authority's and City's vision for the Property (the "Profiled Occupant"). This will not preclude consideration and approval of different opportunities, but will be used to (i) assure the parties share a development vision and, therefore minimize the possibility the Planning Commission, City Council or BRA Board will decline to approve a proposed occupant, sale, site plan, or other development opportunity.
2. Plans for initial site improvements needed to enhance marketing efforts and has proposed that the City fund those initial improvements.
3. An initial re-branding and marketing plan for the Property. The plan will detail the anticipated printed materials, social media efforts, website materials, events, and other aspects of the re-branding and marketing effort, along with a tentative schedule, person responsible for various components, persons participating in various components and any other details for a successful effort.

B. The parties will also, within that same time, develop an initial budget to implement the plans prepared pursuant to subsections 1.A.2 and 1.A.3. The budget shall include a designation as to which of the parties will be paying or incurring costs. If the costs to be incurred by the Authority or the City will, when added together, total more than \$_____, approval of the Authority Board and City Council will be required.

1. The Developer shall pay the first \$_____ of the costs for site improvements. Thereafter, the Developer will pay 50% of those costs and the City or the Authority will pay the remaining 50% of those costs.
2. The Developer shall pay 50% of the costs for re-branding and marketing the Property as provided in subsection 1.A.3 and the City or the Authority will pay the remaining 50% of those costs.
3. Costs to be paid pursuant to subsections 1.B.1 and 1.B.2 shall be actual out-of-pocket expenses without any mark-up or multiplier and shall not include any party's personnel costs or the costs of any equipment that is owned by any party or leased by any party for use other than for this project.

2. Implementation. The Developer will be responsible for implementing the plans developed pursuant to section 1. The Authority and City will participate only as agreed upon during the planning or as they otherwise agree to participate as the Developer's request.

A. The City and the Authority will refer all inquiries about the Property, its development, or its marketing to the Developer.

B. Neither the City nor the Authority shall comment on any aspect of the Property, any party interested in the Property, any event or occurrence related to the Property, or in response to any statement or inquiry about the Property except after contact with and in collaboration with the Developer.

C. The Developer will coordinate with the efforts of The Right Place to market and interest parties in the Property. The City and Authority will inform The Right Place and the Seller's Broker to refer to the Developer all parties who may be interested in acquiring part or all of the Property and/or locating their business on the Property.

D. The Developer will promptly verbally inform the City Manager of all parties who have contacted the Developer about the Property. If written communication is requested or needed and confidentiality is to be maintained, any written communication shall be transmitted only the legal counsel for the Authority and the City.

E. Authority and City representatives, and their legal counsel, will cooperate with the Developer, as reasonably necessary or helpful to meet with parties interested in the Property, arranging for meeting

with The Right Place or state officials to discuss aspects of potential transactions, including possible economic development incentives, and to provide information about the property.

F. The Developer represents that its personnel have the expertise and ability to offer and the Developer shall offer to and, when desired by a party interested in the Property, itself provide (i) suggested placement of the interested party's facility on the Property, (ii) site planning for the interested party's facility on the Property, (iii) building and process design for the interested party's facility on the Property, (iv) elevation and other exterior drawings of a proposed facility for the interested party, (v) logistical support for any needed relocation of the interested party's current operations to the Property, (vi) any needed environmental consulting to comply with the Restrictive Covenant and any other environmental issues on the Site, (vii) construction services to build to suit the interested party's needs and desires either for purchase or for lease, (viii) needed financing for these services, and (ix) other services reasonably needed or desired by an interested party to facilitate construction and occupancy of a facility on the Property.

3. Option. The Authority grants to the Developer an exclusive option to acquire all or portions of the Property in accordance with the following:

A. The term of the option is one year so it will, unless extended by the parties' mutual written agreement, terminate on October ____, 2017.

B. The consideration paid for the option shall be the Developer's performance of its obligations under this Agreement.

C. The **Purchase Price** for all or a portion of the Property shall be \$____,000 per gross acre, payable in full at closing. The amounts paid by the Developer pursuant to subsection 1.B shall be credited against the Purchase Price at closing.

D. The Option may be exercised as follows:

1. The Developer shall either in a meeting or in writing propose to representatives of the City and the Authority a proposed development of part or all of the Property. That proposal shall:

a. Identify the portion(s) of the Property to be occupied or utilized by the proposed development.

b. Identify the proposed occupant of the Property, describe the types of business in which the proposed occupant is engaged, describe the operations anticipated to incur on the Property, list the numbers and types of jobs the proposed occupant will fill on the Property, and provide information about the compensation (including benefits) to be provided those who work within the proposed occupant's facility on the Property.

c. Include a rough sketch of the lay-out of the proposed occupant's facilities on and improvements to the Property.

d. Detail any economic development incentives needed or desired for the proposed occupant's development of the Property.

e. Explain what infrastructure improvements, if any, are needed to accommodate the proposed development, who will construct them, and how their costs will be paid.

f. Demonstrate how the proposed development will comply with zoning, building and other applicable requirements.

g. Explain what exterior finishes and landscaping will be included in the proposed development.

h. Explain how any environmental issues will be addressed.

i. Include a proposed, tentative schedule for the development.

j. Indicate whether the proposed occupant needs and will use any of the Property's Industrial Amenities.

- k. Analyze how the proposed occupancy of the Property might affect use of the remainder, if any, of the Property
 - l. Include a financial analysis of the proposed transaction, development and any other aspects of the proposal.
 - m. Include any other information reasonably desirable to evaluate the proposal's desirability and efficacy.
2. Representatives of the Developer, the Authority and the City will discuss the proposal to determine whether it meets the Authority's and City's vision or is otherwise meritorious, whether questions remain, and whether they might seek any changes in it before presentation to the Authority Board and the City Council for approval.
 3. If the discussion and any subsequent discussions lead to favorable views of the proposal, the transaction will be documented in writing for the consideration and approval of the Authority Board and City Council.
 4. If the Authority Board and City Council approve the transaction, the Developer shall deposit with the Authority an amount equal to 5.0% of the proposed purchase price for the portion of the Property to be involved in the proposed transaction as an **Earnest Money** deposit.
4. Terms of Conveyance. Unless the parties otherwise agree, any documentation of a proposed transaction to be submitted for the approval of the Authority Board and the City Council shall include a purchase agreement for the portion of the property to be occupied by or conveyed to accommodate the proposed occupant which purchase agreement shall include or be subject to the following:
- A. Promptly after approval of the proposed transaction, the Authority will provide a commitment for an owner's policy of title insurance in the amount of the purchase price with standard exceptions from a title insurance company reasonably acceptable to the parties. If the Developer wishes to have any endorsements or waivers of exceptions, the Developer shall pay for them. If the title insurance commitment discloses any matters of title not acceptable to the Developer, the Developer shall notify the Authority in writing about them within 15 days of the Developer's receipt of the title commitment and the survey described in subsection 4.B below. The Authority may, at the Authority's option, cure the title exceptions disclosed by the Buyer within 30 days after the Developer notifies the Authority. If the Seller is unable or elects not to cure the disclosed title exceptions, the Developer may either (i) terminate the proposed transaction and have its Earnest Money returned or (ii) accept such title as the Authority is able to provide, without reducing or abating the purchase price. At the closing, the Authority shall pay the cost of the premium for the Buyer's owner's title insurance policy with standard exception in the amount of the purchase price. Regardless of any other provision of this Agreement, the Restrictive Covenant and a Development Agreement dated March 22, 2011, among the City, the Authority and Thunder Ventures, LLC shall be permitted exceptions to the title.
 - B. The Developer may, at the Developer's expense, obtain any survey of the Property the Developer desires. The Developer will order that survey promptly after approval of the proposed transaction. If within 15 days after the Developer obtains the survey, the Developer notifies the Authority that an encroachment or any other matter shown on the survey may or will, in Developer's judgment, impair the value of the Property or the intended use of the Property, the Authority will have 30 days from the date it is notified in writing by the Developer of the condition(s) of unacceptability to remedy such condition(s). If the Authority fails to remedy the unsatisfactory condition(s) within this time, the Developer will have the same options as provided in subsection 4.A of this Agreement with respect to title exceptions.
 - C. The Property is a "facility" as defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.20101 *et seq.* ("**Part 201**"), and is subject to the Restrictive Covenant. The Developer agrees to be bound by and comply with the Restrictive Covenant. The Developer acknowledges that there are certain monitoring activities taking place at the Property, some of which may affect the Property. The Developer acknowledges that the Authority and the City have never been "operators" of the Property, as that term is defined under applicable environmental laws, and that the Authority became an "owner" of the Property, as that term is defined

under applicable environmental laws, solely for the propose of acquiring the Property for sale and redevelopment. The Authority and the City make no warranties or representations whatsoever with regard to the environmental condition of the Property. By closing on its purchase of the Property the Developer will be acknowledging that the Authority has adequately disclosed information about the environmental condition of the Property and that the Developer is satisfied with that disclosure.

D. The Developer acknowledges that the Authority and the City make and have made no representations or warranties whatsoever with regard to the condition of the Property, its fitness to any purpose or use and that the Developer accepts the Property on an “as is, where is” basis. The Developer also acknowledges it has the opportunity and is undertaking the sole responsibility to inspect the Property and records concerning the Property and is making its own judgment as to the suitability of the Property for the intended use. The Developer will be accepting title to the Property and the condition of the Property with no recourse against the Authority, the City, or any predecessors in title to the Property for any condition of the Property.

E. The Developer shall have a period of 120 days from the date of the later of the Authority Board’s and the City Council’s approval of the proposed transaction as a **Due Diligence Period** to complete the following:

1. To enter upon the Property and undertake, without any expense to the Authority or the City, any inspections of the Property the Developer wishes to undertake, including, without limitation, any environmental assessments and tests. All physical entry and activity upon the Property by or for the Developer or its employees, agents, contractors or consultants, including environmental consultants (collectively, the “**Agents**”) for any purpose must be performed in a manner that will not unreasonably interfere with the ongoing monitoring being conducted by and on behalf of the RACER Trust (which has the obligation to address environmental issues on the Property). The Developer shall coordinate with the RACER Trust and the Authority before engaging in any boring, excavation or similar activities on the Property. The Developer shall promptly return the Property to substantially its original condition upon completion of such inspections and tests, on an ongoing basis, and repair any and all damage to the Property caused by the Developer or the Agents. The Developer will enter the Property and perform inspections at its own risk and responsibility. The Seller shall extend reasonable cooperation to Developer and the Agents to facilitate such inspections, investigations, appraisals and tests, and grants to the Developer and the Agents the right to gain entry to the Property to survey and inspect the Property and to perform such soil and other engineering tests and studies thereon as Developer reasonably deems necessary or desirable. The Developer will indemnify, defend and hold the City and the Authority, including their respective officers and employees (together, the “**Indemnified Parties**”) harmless from and against any liability, cost, expense or damage for personal injury or property damage incurred by any of the Indemnified Parties as a result of any acts or omissions of the Developer or the Agents in connection with such inspection of and entry on the Property. These indemnity obligations will survive any termination or rescission of the purchase agreement and the closing.
2. Obtain any site plan and other zoning or land use approvals and any building permits needed for the proposed development on the Property. Nothing in this Agreement or in the purchase agreement shall require any City officer, employee, or body, including, without limitation, the City building inspector, Planning Director, Planning Commission, Zoning Board of Appeals or City Council, to approve any plans, re-zonings, zoning ordinance changes, variances or other requests related to the proposed development and use of any portion of the Property. Those officers, employees and bodies shall exercise their functions and discretion in accordance with their duties under applicable laws, ordinances, rules and regulations.
3. Obtain any approvals, permits or licenses needed from any county, state or federal officials, including any approvals from the Michigan Department of Environmental Quality (“**MDEQ**”) under the Restrictive Covenant and applicable laws, rules and regulations.
4. Obtain any needed approvals of and commitments from the providers of any utilities needed to serve the proposed development including (i) City water, sanitary sewer and storm water, (ii) electric power, (iii) natural gas, and (iv) telephone and other communications.

5. Obtain commitments for any needed financing.
 6. Obtain any needed governmental approvals for any desired economic development incentives.
 7. Obtain any needed approvals and agreements for railroad access, curb cuts or other transportation needs for the proposed development.
- F. The purchase agreement shall identify the time period after expiration of the Due Diligence Period within which closing must occur.
- G. At the closing title shall be conveyed by a limited warranty deed. It will restrict the development and use of the Property in accordance with the Restrictive Covenant, this Agreement, and the development and uses specified in the purchase agreement.
- H. Possession will be delivered at closing.
- I. Standard representations and warranties of a buyer and seller in a real estate transaction attesting to their status as entities, needed approvals, no known administrative or litigation actions that would impact the transaction, and no contracts that might affect the transaction.
- J. An explanation and limitation of remedies.
- K. Any conditions to the transaction as the parties might agree are appropriate, such as the terms and conditions for any economic development incentives.
5. Brokers. The Authority shall be solely responsible for any commission due the Seller's Broker. The Developer shall be solely responsible for any commission due any broker with whom the Developer works.
6. Economic Development Incentives.
- A. The City has a standard formula is applies to requests for property tax abatements and, unless the parties otherwise agree, the City will apply that formula to any request for such abatements.
 - B. A brownfield plan exists for the Property. The Developer has been provided a copy of the brownfield plan. The Authority and the City will consider amendments to the brownfield plan if (i) there is demonstrated need for tax increment financing or other incentives that may be available under 1996 PA 381 and the MEDC agrees there is such need, (ii) the tax base to be created by the project will support the incentives, and (iii) the numbers of jobs, types of jobs, and compensation paid for the jobs justifies such incentives.
 - C. Other incentives may be available from the MEDC and Michigan Strategic Fund. The Authority and the City will consider seeking or supporting such incentives if (i) there is demonstrated need for those incentives and the MEDC agrees there is such need, (ii) the tax base to be created by the project will support the incentives, and (iii) the numbers of jobs, types of jobs, and compensation paid for the jobs justifies such incentives.
 - D. Any commitment to provide economic development incentives will be subject to separate approvals and agreements related to the specific incentives and/or but within the purchase agreement prepared as provided in section 4 of this Agreement.
7. Assignment and Benefit. No party may assign this Agreement or any rights, duties or obligations under this Agreement without the express, prior written authorization of the other parties following action by such party's governing body. Such authorization shall not be unreasonably withheld, delayed or conditioned. This Agreement shall be binding on the parties and their permitted successors and assigns. However, no other parties are intended to benefit from or be beneficiaries of this Agreement.
8. Jurisdiction. Jurisdiction and venue for any action brought pursuant to or to enforce any provision of this Agreement shall be solely in the state courts in Kent County Michigan. To the extent not prohibited by law, the prevailing party in any such action shall, in addition to any other remedies, be entitled to recover its actual costs incurred to investigate, bring, maintain or defend any such action from its first accrual or first notice thereof through all appellate and collection proceedings, which costs shall include,

without limitation, actual, reasonable attorney fees, expert fees, filing fees, discovery costs, travel expenses, and other cost resulting from such action.

9. Notices. All notices required under this Agreement must be in writing and will be deemed to have been received, and therefore given, when (i) when delivered personally or (ii) actually delivered after mailing first class certified mail, return receipt requested, with postage prepaid, through the United States Postal Service, or by a national courier service with next day delivery requested. Notices shall be addressed and delivered to the signatories to this Agreement at the addresses first provided above or an address subsequently provided for a party by notice to the other parties.

10. Governing Law; Severability. This Agreement will be governed by the laws of the State of Michigan, without regard to its conflicts of law principles. If any term or provision of this Agreement or the application of any term or provision to any persons or circumstances shall be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or enforceable will not be affected, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

11. Miscellaneous.

A. If further documentation is reasonably needed to effectuate the provisions and intent of this Agreement, each party shall sign and deliver such further documents as are reasonably needed without undue delay or conditions.

B. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and it supersedes all other agreements between the parties regarding its subject matter. Any waiver, alteration or modification of this Agreement will not be valid unless in writing and duly signed by all parties. However, the parties may by letters signed after the date of this Agreement agree to interpretations or amplifications of this Agreement.

C. All parties had input into the drafting of this Agreement and had the advice of legal counsel before entering into this Agreement. Therefore, this Agreement shall be construed as mutually drafted.

D. The captions are only for reference and shall not affect the interpretation of this Agreement. However, the recitals are an integral part of this Agreement. Whenever an officer is mentioned by title in this Agreement, it shall be construed as meaning that officer or that officer's designee or, if the office is abolished or duties transferred to another officer, to the officer to whom such duties are assigned.

E. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Signatures on this Agreement, as well as on any other documents to be executed under this Agreement, may be delivered by facsimile or electronic mail in lieu of an original signature, and the parties will treat facsimile signatures and electronic mail signatures as original signatures, and be bound by this provision.

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

[SIGNATURES ON NEXT PAGE]

CITY OF WYOMING BROWNFIELD
REDEVELOPMENT AUTHORITY

FRANKLIN PARTNERS, L.L.C.

By: _____
Tom Brann, Chair

By: _____
Donald J. Shoemaker, Managing Partner

By: _____
Heidi Isakson, Secretary

Date signed: October __, 2016

Date signed: October __, 2016

CITY OF WYOMING

By: _____
Jack Poll, Mayor

By: _____
Kelli Vandenberg, Clerk

Date signed: October __, 2016

Exhibit A – Description or Depiction of Property

EXHIBIT A
DESCRIPTION OR DEPICTION OF PROPERTY

GRAPIDS 57721-12 424423v2

Exhibit A - 300 36th Street



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Exhibit A - 301 36th Street



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RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE CHANGE ORDER NO. 1 TO THE
28 WEST PLACE STREET AND UTILITY IMPROVEMENT PROJECT – PHASE I

WHEREAS:

1. On August 1, 2016, the City Council awarded a contract for the 28 West Place Street and Utility Improvement Project – Phase I to Kentwood Excavating, Inc. in the amount of \$1,763,863.30 for the construction of a new street and utilities from Michael Avenue to 28th Street at Hook Avenue.
2. Subsequent to the project award, the Michigan Department of Transportation (MDOT) required the addition of a right-turn lane on 28th Street (M-11) as part of the right-of-way permit for working in 28th Street, a MDOT highway.
3. Other significant modifications added to the project cost after award include multiple utility connections, landscaping improvements, and drive entrances into Loeks’ property, necessary as part of the right-of-way acquisition.
4. The addition of the right-turn lane and right-of-way acquisition items can be included with the project.
5. Change Order No. 1 has been prepared for the right-turn lane and other additions, adding \$160,000 to the contract.
6. The additional costs for this project can be financed out of the Capital Improvement Fund Account, but a budget amendment is necessary:

| | |
|--|-----------|
| 400-441-50200-972.502 (28 West Place - Major Street) | \$130,000 |
| 591-441-57300-972.573 (28 West Place – Watermain) | \$ 30,000 |

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Change Order No. 1 to the 28 West Place Street and Utility Improvement Project – Phase I in the amount of \$160,000.

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 October 3, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS: Staff Report
 Change Order

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: October 3, 2016

Budget Amendment No. 025

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$194,000.00 of additional budgetary authority for changes to the 28West Place project as per attached resolutions.

| <u>Description/Account Code</u> | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|---|----------------|-----------------|-----------------|----------------|
| <u>Capital Improvement Fund</u> | | | | |
| Public Works - Major Street Construction - Capital Outlay Major Street Construction | | | | |
| 400-441-50200-972.502 | 4,712,319.25 | 164,000.00 | | 4,876,319.25 |
| Balance/Working Capital (Fund 400) | | - | 164,000.00 | |
| <u>Water Fund</u> | | | | |
| Public Works - Capital Outlay - Capital Outlay Watermains | | | | |
| 591-441-57300-972.573 | 2,000,000.00 | 30,000.00 | | 2,030,000.00 |
| Fund Balance/Working Capital (Fund 591) | | | 30,000.00 | |

Recommended: *Kate Bayless*
Senior Accountant

C. S. Ab
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2016-2017 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

STAFF REPORT

Date: September 27, 2016

Subject: 28 West Place Street and Utility Improvement Project – Phase I
Change Order No. 1

From: William D. Dooley, Director of Public Works

Meeting Date: October 3, 2016

Recommendation:

Staff recommends including the construction of a right-turn lane on 28th Street (M-11) in the 28 West Place Street and Utility Improvement Project – Phase I, adding an estimated \$160,000 in Changer Order No. 1.

Sustainability Criteria:

Environmental Quality – 28 West Place is part of a long-term vision for a sustainable, economically vibrant, walkable town center in Wyoming.

Social Equity – 28 West Place is intended to be part of a friendly, inclusive neighborhood. The street will anchor a commercial center with on-street parking and easy pedestrian access.

Economic Strength – 28 West Place has been planned in cooperation with local businesses and is intended to spur business growth in the area.

Discussion:

On August 1, 2016, the City of Wyoming awarded a contract for the 28 West Place Street and Utility Improvement Project – Phase I to Kentwood Excavating, Inc. After the project was awarded, City staff and the Michigan Department of Transportation (MDOT) determined that a right-turn lane on 28th Street was needed to best accommodate future traffic accessing 28 West Place. This lane will function as a deceleration lane for turning vehicles and will increase the capacity of the intersection if a signal is warranted at a future date. Based on traffic projections, it is very likely that a signal will be proposed at this intersection once traffic warrants are met.

Other increases to the project include changes required as part of land acquisition through the Loeks parcel for utility, drive entrances and streetscape requirements, along with some miscellaneous plan modifications.

It is recommended that the City Council approve Change Order No. 1 for adding the right-turn lane and other improvements to the 28 West Place Street and Utility Improvement Project – Phase I in the amount of \$160,000.

Budget Impact:

The additional cost can be financed out of the Capital Improvement Fund Account Nos.:

| | |
|---|-----------|
| 400-441-50200-972.502, 28 West Place - Major Street | \$130,000 |
| 593-441-57300-972.573, 28 West Place - Watermain | \$ 30,000 |

CHANGE ORDER NO. 1

PROJECT: 28 West Place Street and Utility Improvement Project – Phase I
CONTRACTOR: Kentwood Excavating, Inc.
CONTRACT DATE: August 1, 2016
DESCRIPTION: Right-turn Lane on 28th Street

| | |
|---|---------------------|
| Contract Amount Prior to Change Order No. 1 | \$1,763,863.30 |
| Increase Resulting from Change Order No. 1 | <u>\$160,000.00</u> |
| Adjusted Contract Amount | \$1,923,863.30 |

CITY OF WYOMING

Kelli A. VandenBerg
City Clerk

Jack A. Poll
Mayor

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH
PATHFINDER ENGINEERING, INC. FOR THE 28 WEST PLACE PROJECT DESIGN

WHEREAS:

1. In August of 2014, the City of Wyoming entered into an Agreement with Pathfinder Engineering, Inc., for the engineering and design services for Crescent Street west of Michael Avenue, now named 28 West Place, in the amount of \$80,000.
2. Throughout the project design, many changes to the scope of the work were added to the project to coordinate with the redevelopment of the Wyoming Mall and Loeks Theater during the land acquisition process.
3. Additional items outside the original scope of work include: right-of-way acquisition, legal descriptions and exhibits, street scape design coordination, 28th Street right-turn lane addition, and multiple other design changes to coordinate right-of-way acquisition.
4. The additional work has added approximately \$34,000 to the original design scope for a total of \$114,000 for the project.
5. The additional cost can be financed out of the Capital Improvement Fund, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached amendment to the design services agreement with Pathfinder Engineering, Inc. for the design of the 28 West Place project.

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 October 3, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Agreement Amendment

Proposal

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: October 3, 2016

Budget Amendment No. 025

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$194,000.00 of additional budgetary authority for changes to the 28West Place project as per attached resolutions.

| <u>Description/Account Code</u> | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|---|----------------|-----------------|-----------------|----------------|
| <u>Capital Improvement Fund</u> | | | | |
| Public Works - Major Street Construction - Capital Outlay Major Street Construction | | | | |
| 400-441-50200-972.502 | 4,712,319.25 | 164,000.00 | | 4,876,319.25 |
| Balance/Working Capital (Fund 400) | | - | 164,000.00 | |
| <u>Water Fund</u> | | | | |
| Public Works - Capital Outlay - Capital Outlay Watermains | | | | |
| 591-441-57300-972.573 | 2,000,000.00 | 30,000.00 | | 2,030,000.00 |
| Fund Balance/Working Capital (Fund 591) | | | 30,000.00 | |

Recommended: *Kate Bayless*
Senior Accountant

C. S. Ab
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2016-2017 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

STAFF REPORT

Date: September 26, 2016

Subject: 28 West Place (Crescent Street) Design

From: Russ Henckel, Assistant Director of Public Works - Engineering

Meeting Date: October 3, 2016

Recommendation:

Staff recommends increasing the design services agreement with Pathfinder Engineering, Inc. to for increases to the project scope for 28 West Place in the amount of \$34,000.

Sustainability Criteria:

Environmental Quality – The design will consider the environmental impacts associated with the relocation of utilities associated with the construction of 28 West Place.

Social Equity – The design will not impact social equity.

Economic Strength – The design will enhance a redeveloping commercial area of Wyoming and provide better access to malls and vacant property.

Discussion:

In 2011, the City of Wyoming worked with the Downtown Development Authority (DDA) to develop the Turn On 28th Street Corridor Sub Area Plan outlining a redevelopment plan for the commercial businesses within the DDA. The plan focused on spurring redevelopment of commercial properties along a new corridor called Crescent Street. Crescent Street, renamed 28 West Place, became a reality with the proposed redevelopment of the Wyoming Village Mall and the demolished Studio 28. In July of 2014, the City entered an Agreement with Pathfinder Engineering, Inc. for the design of 28 West Place in the amount of \$80,000.

Since the original project design, multiple changes to the scope were added to the ongoing design work. Some of the notable changes include the addition of a right-turn lane on 28th Street at 28 West Place, lowering of an existing watermain in 28th Street, legal descriptions and exhibits associated with right-of-way acquisition, coordination and implementation of a street scape design, and multiple plan revisions due to right-of-way acquisition requirements. The additional work has added \$34,000 of design services to the original project scope. It is recommended that the existing Agreement be amended to include the additional work associated with 28 West Place.

Budget Impact:

Sufficient funds are available in the Capital Improvement Fund, but a budget amendment is necessary.

AGREEMENT AMENDMENT

This Agreement Amendment made this _____ day of _____, 2016 between the City of Wyoming, a municipal corporation of 1155 - 28th Street, S.W., Wyoming, Michigan 49509 (hereinafter "City") and Pathfinder Engineering, Inc., a corporation having an office located at 795 Clyde Court SW, Suite C, Byron Center, Michigan, 49315 (hereinafter "Consultant") amends the current Agreement dated September 3, 2014. The terms of the Agreement Amendment are as follows:

1. Payment shall be made in accordance with the proposal and upon billing for work completed in an amount estimated at \$114,000. The work will be invoiced at the specified rates on a time and material basis. Undisputed portions of invoices are due within 30 days.

City of Wyoming

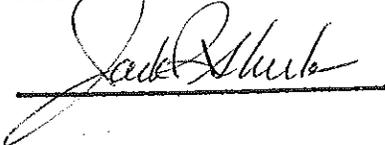
Pathfinder Engineering, Inc.

Jack Poll, Mayor

Robert Goodheart, Owner

Kelli A. VandenBerg, City Clerk

APPROVED AS TO FORM:



Pathfinder

Engineering, Inc. 

September 13, 2016

City of Wyoming
Engineering Department
Mr. Russ Henckel, P.E.
Assistant Director of Public Works - Engineering
2660 Burlingame Avenue SW
Wyoming, MI 49509

Re: Additional Project Scope, Design, and Engineering Services

Dear Mr. Henckel:

The purpose of this letter is to clarify our charges for this project, provide background for additional services provided, and request additional compensation for this project.

Our original Proposal dated July 29, 2014 was in the amount of \$80,000.00. We have currently billed you \$92,296.56 for this project for work through July, 2016. Therefore, we have billed \$12,296.56 over the Proposal amount. The charges for work completed in August, 2016 is \$9,793.50. We have not billed for this work at this time. Therefore additional charges through August, 2016 total \$22,090.06.

Over the course of the project, the project scope changed which substantially increased the amount of work we needed to perform. The project costs for construction also increased due to the additional items added to the project. The project construction cost was estimated at \$1 Million near the beginning of the project and the project costs without landscaping and the turn lane are approximately \$1.5 Million.

The main reason for the change in scope was due to negotiation and coordination with Loeks and Wyoming Village Mall. Because of this, there were multiple revisions and design work which needed to occur to accommodate their requests. This included additional design of parking lots, lane closure on 28th Street, driveway design, and several revisions regarding the grades of 28 West along the face of the mall and coordinating with demolition of the mall. This also required additional meetings communication with Continental Construction and with M Retail. The charges associated with this work amount to approximately \$11,500.00.

Another major item that changed the scope of work was the exhibit work for the development agreement and for Land Matters, LLC. Land Matters, LLC required formatting changes and multiple

2335 Byron Center Ave. S.W., Wyoming, MI 49519
Phone: (616) 878-3885 Fax: (616) 878-4559

Mr. Russ Henckel, P.E.

September 13, 2016

Page 2

revisions due to changes to the proposed Right-of-Way. This was even more complicated due to Loeks changes. The charges associated with this work amount to approximately \$6,000.00.

The additional right turn lane along 28th Street was also a major item in the project scope expansion. This work was not in the original scope of work as you know, and was only added after your meeting with MDOT on July 21, 2016. This item required additional design and topographical survey to be completed. The right turn lane design approval from MDOT is still pending, and therefore more work is also required. We are currently working on 2 large scale plans that the Kent County Road Commission (reviewing agency for MDOT) asked for on Friday. The total additional cost of this work amounts to approximately \$6,500.00.

Also, the City desires us to be involved on an as needed basis during construction for items which may arise. This could include site visits and/or reviewing plans/specifications/quantities, etc. The City may also desire us to create Record Plans for the project using red lined plans from the City Inspector. As we discussed today, we would not need to provide any field survey work for the Record Plan preparation.

Therefore, this would bring our billing amounts to:

Original Proposal Amount = \$80,000.00

Addition for Negotiations & Coordination = \$11,500.00

Addition for Exhibits and Legal Descriptions = \$6,000.00

Addition for Right Turn Lane = \$6,500.00

Construction Project Administration and Record Plans = \$10,000.00

Total Amount for all work = \$114,000.00

Total Amount billed through July, 2016 = \$92,296.56

Charges for August, 2016 = \$9,793.50

In September we would estimate billing approximately \$2,000 to \$3,000, for a total invoiced amount of approximately \$105,000, with \$9,000 for additional work the City may desire.

Mr. Russ Henckel, P.E.

September 13, 2016

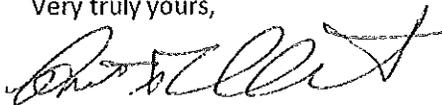
Page 3

Therefore, the charges total \$34,000.00 above the original Proposal amount, taking into consideration the four additional items of work.

Please review this letter and let me know if it is acceptable.

If you have any questions, please call me at 616-878-3885 x18.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert F. Goodheart". The signature is written in a cursive style with a large, sweeping initial "R".

Robert F. Goodheart, P.E.

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH REPAIR OF AN
UNDERBODY SCRAPER OF A SNOW PLOW UNIT AND TO
AUTHORIZE PAYMENT TO ARISTA TRUCK SYSTEMS, INC.

WHEREAS:

1. As detailed in the attached Staff Report, Arista Truck Systems, Inc. repaired an underbody scraper of a snow plow unit.
2. It is recommended the City Council authorize payment for the repairs in the total amount of \$10,283.58.
3. Sufficient funds are available in the Fleet Services Repairs and Maintenance Account number 661-441-58200-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with repair of an underbody scraper of a snow plow unit.
2. The City Council does hereby authorize payment to Arista Truck Systems, Inc. in the total amount of \$10,283.58.
3. 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 October 3, 2016.

ATTACHMENTS:
Staff Report
Invoice

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: September 27, 2016
SUBJECT: Snow Plow Repair
FROM: Ted Seil, Fleet Services Supervisor
Date of Meeting: October 3, 2016

RECOMMENDATION:

The Public Works Department recommends that the City Council approve the attached invoice for the repair of a City snow plow in the amount of \$10,238.58.

SUSTAINABILITY CRITERIA:

Environmental Quality

This criterion is not negatively impacted by this approval request.

Social Equity

Snow plows are used throughout the City, keeping streets clear of snow and ice providing high quality service to all residents without regard to income level or socio-economic status.

Economic Strength

The proper repair and maintenance of City equipment allows vehicles to perform at maximum efficiency, reducing the need for repair during weather events, keeping the equipment on the road and reducing expenses.

DISCUSSION:

On August 8, 2016, Wyoming hired Arista Truck Systems, Inc. to repair a Henderson underbody scraper on truck 501. Arista Truck Systems, Inc. is the Henderson authorized dealer in our area that repairs this type of equipment. The repair to the under scraper was originally estimated to be approximately \$7,000. Once the equipment was torn down, a problem was found with the hanger plate -- major component of the underbody scraper. In order to repair the scraper properly, and maintain the integrity of the equipment, the hanger plate had to be replaced. This caused the repair to exceed the \$8,500.00 limit by \$1,783.58. The total invoice amount requiring approval is \$10,283.58.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Fleet Services Repairs and Maintenance Account 661- 441-58200-930.000.



Arista Truck Systems
 5125 CLAY AVENUE
 GRAND RAPIDS, MI 49548
 PH 616-530-6000 FX 616-530-6174

| | |
|------------------|----------------|
| INVOICE | W 14439 |
| Date | 09/26/16 |
| Date Open | 08/05/16 |

Sold To : 530-7225 616

Ship To :

WYOMING, CITY OF
 1155 28TH STREET SW

 WYOMING MI 49509-2825 USA

| | | | | | | |
|-------------------|--------------|------------------|------------------------|----------|-------|----------|
| Written By ROB | Terms CHG | Time 08:22:21 | Customer Po # 24360 | Promised | Phone | Ship Via |
|-------------------|--------------|------------------|------------------------|----------|-------|----------|

| | | | | | | | |
|--------|---------|------|---------------------|-------|----------------------|--------------------------|--------|
| Unit # | Plate # | Year | Make INTERNATION | Model | Mileage/Hrs 0/0.0 | VIN 1HTWCAAR0BJ392899 | Engine |
|--------|---------|------|---------------------|-------|----------------------|--------------------------|--------|

| Qty | Description | Price | Amount |
|-------|--|---------|---------|
| 2.000 | HEN87271 WEAR PAD | 113.00 | 226.00 |
| 1.000 | FRTINCOMING HENDERSON FREIGHT NEXT DAY AIR | 223.40 | 223.40 |
| 2.000 | HEN87273 WEAR PAD SHIM | 11.46 | 22.92 |
| 1.000 | FRTINCOMING FREIGHT | 33.80 | 33.80 |
| 1.000 | HEN86972 ACTUATING CYLINDER | 681.00 | 681.00 |
| 1.000 | HEN86973 REVERSING CYLINDER | 738.00 | 738.00 |
| 24.00 | HEN87319 FLATHEAD BOLT | 1.50 | 36.00 |
| 4.000 | HEN87434 1" NC X 3-3/4" HEX BOLT | 7.16 | 28.64 |
| 2.000 | HEN87435 1" NC X 4-1/2" | 6.82 | 13.64 |
| 4.000 | HEN301202 1/2" X 20" STEEL TUBE | 43.00 | 172.00 |
| 2.000 | HEN301206 1/2" X 16.5" STEEL TUBE | 47.50 | 95.00 |
| 6.000 | HEN83183 LOCKNUT | 2.60 | 15.60 |
| 1.000 | HEN130365 HANGERBOARD ASSEMBLY | 2435.33 | 2435.33 |
| 1.000 | NAPWIX51759 HYD OIL FILTER | 19.77 | 19.77 |
| 4.000 | HEN87112 CLAMP COVER PLATE | 2.92 | 11.68 |
| 8.000 | HEN87115 CLAMP BODY 1/2" TUBE | 0.98 | 7.84 |
| 1.000 | FRTINCOMING HENDERSON FREIGHT | 175.00 | 175.00 |
| 1.000 | FRTINCOMING HENDERSON FREIGHT TUBE CLAMPS | 12.98 | 12.98 |

All Return Item must be accompanied by the original Invoice

Parts..... 5078.40
 Labor..... 4760.00

Freight..... 445.18

Invoice due 25 days following date of invoice. 1-1/2% charge will be added to pastdue accounts. 25% restock on approved returns.

Authorized By _____

TOTAL **Continued**



Arista Truck Systems
 5125 CLAY AVENUE
 GRAND RAPIDS, MI 49548
 PH 616-530-6000 FX 616-530-6174

| | |
|------------------|----------------|
| INVOICE | W 14439 |
| Date | 09/26/16 |
| Date Open | 08/05/16 |

Page: 2 of 3

Sold To : 530-7225 616

Ship To :

WYOMING, CITY OF
 1155 28TH STREET SW

 WYOMING MI 49509-2825 USA

| | | | | | | |
|-------------------|--------------|------------------|------------------------|----------|-------|----------|
| Written By ROB | Terms CHG | Time 08:22:23 | Customer Po # 24360 | Promised | Phone | Ship Via |
|-------------------|--------------|------------------|------------------------|----------|-------|----------|

| | | | | | | | |
|--------|---------|------|---------------------|-------|----------------------|--------------------------|--------|
| Unit # | Plate # | Year | Make INTERNATION | Model | Mileage/Hrs 0/0.0 | VIN 1HTWCAAR0BJ392899 | Engine |
|--------|---------|------|---------------------|-------|----------------------|--------------------------|--------|

| Qty | Description | Price | Amount |
|-------|--|-------|---------|
| 1.000 | FASTHREADEDROD 5/8 THREADED ROD | 15.23 | 15.23 |
| 1.000 | FITC5315X8X6 1/2 JIC TO 3/8 O RING | 1.55 | 1.55 |
| 4.000 | FITC5515X8 1/2JIC 3/4THR 90 | 4.58 | 18.32 |
| 2.000 | FITC5705X8 UNION TEE 1/2 JIC | 3.86 | 7.72 |
| 2.000 | FIT06U668 3/8 HOSE 1/2JIC 90 | 21.47 | 42.94 |
| 4.000 | FIT06U508 3/8 HOSE-1/2 JIC | 8.09 | 32.36 |
| 2.000 | FIT08U648 1/2JIC90DEG LONG | 33.69 | 67.38 |
| 2.000 | FIT08U668 1/2 HOSE 1/2JIC 90 | 23.98 | 47.96 |
| 20.00 | HOSH24508 1/2 PRESSURE HOSE | 5.42 | 108.40 |
| 20.00 | HOSH24506 3/8 PRESSURE HOSE | 4.78 | 95.60 |
| 8.000 | HYDHYDO Hydraulic oil | 9.09 | 72.72 |
| 2.000 | FIT06U686 3/8HO 3/8JIC 45 | 19.92 | 39.84 |
| 2.000 | FIT06U608 3/8 HOSE 1/2 JIC | 9.02 | 18.04 |
| 2.000 | FITC5705X6 UNION TEE 3/8 MALE JIC | 3.46 | 6.92 |
| 35.00 | BOTH SWING CYLINDERS LEAKING | | 2975.00 |
| 13.00 | REPLACE PINS. USE CUSTOMER SUPPLIED PARTS INSIDE CAB PASSENGER SIDE LIFT CYLINDER LEAKING. REPAIR/REPLACE. CHECK DRIVERS SIDE | | 1105.00 |

All Return Item must be accompanied by the original Invoice

Parts..... 5078.40
 Labor..... 4760.00

 Freight..... 445.18

Invoice due 25 days following date of invoice. 1-1/2% charge will be added to pastdue accounts. 25% restock on approved returns.

Authorized By _____

TOTAL Continued



Arista Truck Systems
 5125 CLAY AVENUE
 GRAND RAPIDS, MI 49548
 PH 616-530-6000 FX 616-530-6174

| | |
|------------------|----------------|
| INVOICE | W 14439 |
| Date | 09/26/16 |
| Date Open | 08/05/16 |

Page: 3 of 3

Sold To : 530-7225 616

Ship To :

WYOMING, CITY OF
 1155 28TH STREET SW

 WYOMING MI 49509-2825 USA

| | | | | | | |
|-------------------|--------------|------------------|------------------------|----------|-------|----------|
| Written By ROB | Terms CHG | Time 08:22:23 | Customer Po # 24360 | Promised | Phone | Ship Via |
|-------------------|--------------|------------------|------------------------|----------|-------|----------|

| | | | | | | | |
|--------|---------|------|---------------------|-------|----------------------|--------------------------|--------|
| Unit # | Plate # | Year | Make INTERNATION | Model | Mileage/Hrs 0/0.0 | VIN 1HTWCAAR0BJ392899 | Engine |
|--------|---------|------|---------------------|-------|----------------------|--------------------------|--------|

| Qty | Description | Price | Amount |
|-------|--|-------|--------|
| 2.000 | REPLACE MOUNTING BOLTS FOR BELLY PLOW. INCREASE SIZE IF HOLES OBLONGED | | 170.00 |
| | REPLACE WEAR PADS ON CIRCLE | | |
| | REPLACE BAD HOSES STEEL LINES BACKSIDE | | |
| 6.000 | WELD/PLATE CRACK ON WING | | 510.00 |

All Return Item must be accompanied by the original Invoice

Parts..... 5078.40
 Labor..... 4760.00

 Freight..... 445.18

Invoice due 25 days following date of invoice. 1-1/2% charge will be added to pastdue accounts. 25% restock on approved returns.

Authorized By _____

TOTAL 10283.58

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE EMERGENCY REPAIR OF
TORNADO DAMAGE TO THE POLICE GARAGE
AND TO AUTHORIZE PAYMENT TO
VANDER KODDE CONSTRUCTION COMPANY INC.

WHEREAS:

1. As detailed in the attached Staff Report, Vander Kodde Construction Company Inc. provided emergency repair to the Police garage caused by the August 20, 2016 tornado.
2. It is recommended the City Council authorize payment to Vander Kodde Construction Company Inc. in the total estimated amount of \$28,600.00.
3. Funds for the emergency repairs are available in account number 680-000-96400-915000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the emergency repair of tornado damage to the police garage.
2. The City Council does hereby authorize payment to Vander Kodde Construction Company Inc. in the total estimated amount of \$28,600.00.
3. 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 October 3, 2016.

ATTACHMENTS:

Staff Report
VanderKodde Construction Proposal
Statement of Loss, The ASU Group

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: September 27, 2016

SUBJECT: Public Safety – Police Garage Tornado Damage Repair

FROM: Lieutenant Mark Easterly

MEETING DATE: October 3, 2016

RECOMMENDATION:

It is recommended the City Council accept the Statement of Loss from the ASU Group, City of Wyoming – Insured, claim number: 1602673 from the August 20, 2016, tornado damage to the police garage when a tree fell on it. It is also recommended that the City Council accept and approve the emergency remediation and repair from VanderKodde Construction in a proposal dated August 31, 2016, for a total of \$28,600.00.

SUSTAINABILITY CRITERIA:

Environmental Quality: The Department strives to be environmentally responsible and is contracting with a reputable company for the remediation and repair of the garage. All construction waste will be properly disposed of.

Social Equity: This recommendation will provide service to all residents of the City of Wyoming, and any other individual entered into the Criminal Justice System through the Wyoming Department of Public Safety, without regard to income level or socio-economic status.

Economic Strength: The Wyoming Department of Public Safety is committed to providing excellent customer service. Providing timely repair of the garage allows the City of Wyoming to maintain high quality infrastructure and strong property values.

DISCUSSION:

In the afternoon hours of Saturday, August 20, 2016, the City of Wyoming experienced an EF-0 tornado. As a result of the tornado a tree that was on the west side of one of the Police Department garages blew over and landed on the garage roof. Holes were visible in the roof where tree limbs went through the roofing shingles and decking; there was also damage to both the internal and external structure of the garage.

Removal of the tree was completed and temporary remediation of the damage was conducted. The city's insurance carrier was contacted and a subsequent statement of loss was completed. Loss was estimated at \$28,600.00, less depreciation of \$4,717.72 and the city's deductible of \$2,500.00 resulted in a total payable of \$21,382.28.

VanderKodde Construction was immediately contacted and they also provided an estimate for construction management and repairs for a sum of \$28,600.00. We were then immediately placed on their construction calendar and repairs were made due to the holes in the roof and structure damage. Due to the emergency nature of the repairs we ask that the City Council 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.

There is sufficient funding available in account: 680-000-96400-915000 for payment.

Attachments:

VanderKodde Construction Proposal
Statement of Loss, The ASU Group

August 31, 2016

Wyoming Police Department
2300 DeHoop SW
Wyoming, MI 49509
Attn: Jeff Anderson

PROPOSAL

REPAIR TORNADO DAMAGE: FALLEN TREE ON EXISTING CARPORT

We are pleased to present our quote for the above mentioned project. Our price includes:

1. **General Conditions**

- Supervision
- Permit
- Equipment/fuel
- Dumpster
- Clean up

2. **Carpentry**

- Remove and replace nine (9) damaged trusses
- Remove and replace 3/4" roof sheathing
- New wood fascia and soffit at front and back of building – approximately 60 lineal feet
- Labor and material

3. **Roofing**

- Remove and dispose of existing shingles and drip edge on entire building
- Install new synthetic underlayment on entire roof
- Install new drip edge on entire roof – color to match existing
- Install new 3 in 1 shingles on entire roof to closely match existing buildings
- New cap shingles to match existing buildings
- Clean up

4. **Painting**

- Paint underside of new roof plywood with one coat primer, one top coat – white
- Paint new trusses with one coat primer, one top coat - white
- Paint new fascia and soffit on front and back of building to match existing

5. **Doors**

- Remove and reinstall track and operators on two overhead doors

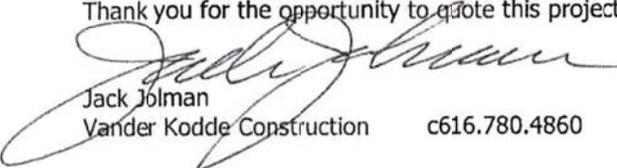
6. **Electric**

- Remove and reinstall existing conduit, lights, plugs, switches in area where trusses are replaced
- Permit

7. **General and Administrative**

For the sum of \$28,600.00

Thank you for the opportunity to quote this project,


Jack Jolman

Vander Kodde Construction

c616.780.4860

jack@vanderkoddeconstruction.com



The ASU Group

STATEMENT OF LOSS

Insured: City of Wyoming Claim Number: 1602673

| | | |
|------------------------------|-----------------------|------------------|
| Police garage 1602672 | Limit of Liability \$ | <u>-</u> |
| Description: | | |
| Police garage 1602672 | Amount: \$ | <u>28,600.00</u> |
| | | <u>-</u> |
| | Total A \$ | <u>28,600.00</u> |

| | | |
|---------------------|-----------------------|----------|
| Description: | Limit of Liability \$ | <u>-</u> |
| | Amount: \$ | <u>-</u> |
| | | <u>-</u> |
| | | <u>-</u> |
| | Total B \$ | <u>-</u> |

| | | |
|---------------------------------------|-----------------------|----------|
| Property other than structures | Limit of Liability \$ | <u>-</u> |
| | Amount: \$ | <u>-</u> |
| | | <u>-</u> |
| | | <u>-</u> |
| | Total C \$ | <u>-</u> |

| | | |
|--|-----------------------|----------|
| | Limit of Liability \$ | <u>-</u> |
| | Amount: \$ | <u>-</u> |
| | | <u>-</u> |
| | Total D \$ | <u>-</u> |

| | |
|-----------------------------------|------------------|
| Total Payable: | <u>21,382.28</u> |
| LIST PRIOR PAYMENTS | |
| Draft# | \$ <u>-</u> |
| Less Total Prior Payments: | \$ <u>-</u> |
| PAYMENT | <u>21,382.28</u> |

| | |
|----------------------------|---------------------|
| TOTAL A+B+C+D | \$ <u>28,600.00</u> |
| Plus Special Coverage | <u>-</u> |
| Total Loss | \$ <u>28,600.00</u> |
| Less Depreciation - Cov. A | <u>4,717.72</u> |
| Less Depreciation - Cov. B | <u>-</u> |
| Less Depreciation - Cov. C | <u>-</u> |
| Subtotal | \$ <u>23,882.28</u> |
| Less Deductible | <u>2,500.00</u> |
| Total Payable | \$ <u>21,382.28</u> |

Chad Ziesmer
SIGNATURE

14-Sep-16
DATE

Potential Future Payments (PFP) \$4,717.72

Mailing Address: 2301 DeHoop, Wyoming, MI
Mortgagee:
Public Adjuster: include if applicable

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF AMMUNITION

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended that the City Council authorize the purchase of the ammunition from Kiesler Police Supply Inc. and Vance Outdoor Inc. using the State of Michigan (MiDEAL) extended purchasing program.
2. Funds for the purchase of ammunition are available in account number 101-305-31500-740000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of ammunition from Kiesler Police Supply Inc. and Vance Outdoor Inc. using the MiDEAL contract prices.
2. The Wyoming 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 builders, and the bid opening procedures.

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 October 3, 2016.

ATTACHMENT:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 26, 2016

Subject: Ammunition Bid

From: Sgt. Eric Wiler

Date of Meeting: October 3, 2016

RECOMMENDATION:

It is recommended that the City authorize the purchase of ammunition from Kiesler Police Supply Inc. and Vance Outdoor Inc. using the State of Michigan (MiDEAL) bid. In the event one of the above mentioned companies cannot fulfill our ammunition demands due to a shortage an exception may be made. The ammunition will be used to equip officers for duty purposes as well as being needed for firearms training.

SUSTAINABILITY CRITERIA:

Environmental Quality: Does not impact this criteria.

Social Equity: Does not impact this criteria.

Economic Strength: Recommend the use of the lowest bidder for financial reasons.

DISCUSSION:

The MiDEAL bid for ammunition was awarded to three companies; Kiesler Police Supply, Michigan Police Equipment and Vance Outdoor Inc. through August 31, 2019.

Kiesler Police Supply is the only regional supplier for Federal ammunition, which is the manufacturer of Speer and CCI ammunition. This was awarded to them by ATK and thus no other company can distribute Speer ammunition for the State of Michigan. The Wyoming Department of Public Safety-Police Division utilizes the Federal/Speer brand ammunition as its duty ammunition.

Vance Outdoor Inc. was the lowest bid for both Hornady and Winchester brand for the requested ammunition and can be used for practice ammunition due to the cost savings of going with the low bid.

BUDGET IMPACT:

Funds for the purchase of ammunition are budgeted in account number: 101-305-31500-740000. It is estimated that annual cost for the purchase of the ammunition will be approximately \$15,000.00.

10/03/16
Purchasing/KRO

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

| Item | Recommended Bidder | Cost |
|-----------------|--------------------|---------------|
| Ballistic Vests | On Duty Gear, LLC | \$675.00/vest |

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 October 3, 2016.

ATTACHMENT:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: September 22, 2016

SUBJECT: Public Safety – Police Ballistic Vest Bid Acceptance

FROM: Lieutenant Mark Easterly

MEETING DATE: October 3, 2016

RECOMMENDATION:

It is recommended the City Council accept On Duty Gear, LLC's bid for Ballistic Vests.

SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – The Public Safety 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.

Economic Strength – The Department strives to maintain excellence in fiscal responsibility. The bidding process provides for a quality product matched to our specifications in keeping our staff safe.

DISCUSSION:

Bids were accepted until Tuesday, September 20, 2016, two responses were received in answer to our invitation to bid on the Public Safety Department Ballistic Vests. The invitation to bid on ballistic vests went out to 55 prospective bidders. The bids received are as shown below:

| | Each Bid Price | Total Bid Price for 24 | Make and Model Bid |
|---------------------------|----------------|------------------------|------------------------------------|
| On Duty Gear, LLC | \$675.00 | \$16,200.00 | Armor Express Razor Gen 2 Level II |
| Michigan Police Equipment | \$649.00 | \$15,576.00 | Safariland Model SX02 Level II |

The bid received from Michigan Police Equipment was not in compliance with bid specifications as it bid a different vest than requested.

On Duty Gear, LLC, submitted bid pricing for the items requested. On Duty Gear provides easy and convenient on-site fitting and, as an added bonus, ships the vests for free.

The ballistic vests will be purchased on an as-needed basis. Sufficient funds have been allocated in the account numbers 101-305-30500-744000, 101-305-31000-744000, 101-305-31200-744000 and 101-305-31500-744000.

ORDINANCE NO. 13-16

AN ORDINANCE TO ADD ARTICLE V
TO CHAPTER 77 OF THE CODE OF THE CITY OF WYOMING
ENTITLED "DAS/SMALL CELL TELECOMMUNICATION FACILITIES"

THE CITY OF WYOMING ORDAINS:

Section 1. That Article V is hereby added to Chapter 77 of the Code of the City of Wyoming to read as follows:

ARTICLE V.
DAS/SMALL CELL TELECOMMUNICATION FACILITIES

Sec. 77-220. Definition.

DAS/Small Cell or DAS/Small Cell Network means any telecommunications facilities or related equipment installed and/or operated by a licensee for the provision of telecommunication services including the fiber optic or other cables, antennas, brackets, devices, conduits, poles, shelters, houses, cabinets and all other related equipment to be deployed, installed and/or operated by a licensee as described in an agreement between the licensee and the City.

Sec. 77-221. Agreement.

A person may not install or operate, in whole or in part, a DAS/Small Cell or DAS/Small Cell Network in a public right-of-way or other public place, without having entered into a DAS/Small Cell License Agreement with the City in a form and subject to such terms and conditions acceptable to the City.

Sec. 77-222. Right-of-Way Permit.

A person may not install or operate, in whole or in part, a DAS/Small Cell Facility or a DAS/Small Cell Network in a public right-of-way or other public place, without having entered into a modified Metro Act Right-of-Way Telecommunication Permit for DAS/Small Cell System lines and facilities in accordance with the terms of the permit issued by the City.

Sec. 77-223. Compliance with Applicable Law.

The City in reviewing and authorizing the permit and agreement and the licensee in the establishment and operation, in whole or in part, of any DAS/Small Cell System or facilities shall comply with all applicable federal and state laws.

Sec. 77-224. Fees.

Fees for the agreement and permits required shall be as provided for in those documents and as periodically authorized by resolution of the City Council.

Sec. 77-225. Design Standards.

No permit shall be issued by the City unless the system and facilities are in compliance with Design Standards established by the City. The City shall establish and make available Design Standards for installations in the public right-of-way or other public places in order to protect public safety and as determined by the City to be in the best interest of the City and its citizens.

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. 13-16

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

September 27, 2016

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Ordinance Chapter 90 Section 431 (B) (2) and (3) I-2 General Industrial District permitted Uses after Special Approval, Section 210 Definitions "J", Section 218 Definitions "R", Section 219 Definitions "S", and Section 508 Junk Yard Requirements.

Recommendation: To approve the subject Zoning Ordinance amendments.

Dear Ms. Vandenberg:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on September 20, 2016. The amendments were unanimously recommended for approval to the City Council. A more detailed review is available in the Planning Commission minutes, with the following provided as basic background information.

Amendment Information:

There are several junk yards within the City primarily located along or near the Chicago Drive corridor. Although these facilities are all zoned I-2 General Industrial, they also all do not meet the minimum 10 acre, 50 foot greenbelt, and masonry wall requirements of the Zoning Ordinance. In addition, due to the high number of industrial facilities in and surrounding Wyoming, we have several recycling business. These have been regulated as special approval uses under the processing or disposal of solid or liquid waste materials provisions in the Ordinance. The recycling of all types of goods can be desirable, environmentally prudent and potentially profitable. It would be appropriate to consider amending the Ordinance to align its provisions with more modern terminology, remove negative connotations, and eliminate inappropriate standards. Given the potential for impacts (traffic, appearance, noise, odors, debris, dust, etc...) with such uses, they should remain Special Use Approvals by the Planning Commission and allowed only in the 1-2 General Industrial district. Staff is not recommending any specific design requirements due to the broad range of the different types of salvage or recycling operations that are either in existence or may be proposed. This would allow the Planning Commission the flexibility to assign any

conditions necessary to protect the public interest.

Also, for further Ordinance clarification in this section, staff recommended adding meat processing plants (such as the two Michigan Turkey Producers facilities) as a distinct Special Use Approval. This region is internationally known for agriculture processing. Past considerations have included such uses with canning factories.

The following Zoning Ordinance amendments were proposed:

Section 90-210 Definitions "J":

Delete - Junk and Junk yard / scrap metal yard.

Section 90-218 Definitions "R":

Add - Recycling facilities: A facility in which recyclables, such as newspapers, magazines, books, and other paper products; metal; asphalt products; plastics; wood products, other similar materials, liquids and solid wastes are reprocessed and treated to return such products to a condition in which they may be used again as a new product or separated for disposal.

Section 90-219 Definitions "S":

Add - Salvage yards: An outdoor facility exceeding 200 square feet where inoperable automobiles, machinery, appliances, and other products are stored to be dismantled or processed.

Section 90-431B I-2 General Industrial District Permitted Uses after Special Approval:

(2) Breweries, distilleries, canning factories, chemical plants, and meat processing plants.

(3) Salvage yards and recycling facilities.

Section 90-508 Requirements for Permitted Uses after Special Approval:

Delete: Junk yard requirements.

The Community Services Departments suggested the Planning Commission recommend approval of the proposed Zoning Ordinance amendments to the City Council. No public comments were offered at the public hearing. A motion for approval was made by Hegyi, supported by Smart. After discussion, the amendments were recommended for approval unanimously.

Respectfully submitted,

Handwritten signature of Timothy Cochran in black ink, written over a horizontal line.

Timothy Cochran, City Planner
Planning and Development Department

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

ORDINANCE NO. 14-16

AN ORDINANCE TO AMEND SECTIONS 90-431(B)(2) AND 90-431(B)(3), TO ADD THE DEFINITION OF “RECYCLING FACILITIES” TO SECTION 90-218 AND THE DEFINITION OF “SALVAGE YARDS” TO SECTION 90-219 AND TO REPEAL THAT PORTION OF SECTION 90-508 ENTITLED “JUNK YARD REQUIREMENTS” AND THAT PORTION OF SECTION 90-210 ENTITLED DEFINITIONS “JUNK AND JUNK YARD/ SCRAP METAL YARD” OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-431(B)(2) is hereby amended to read as follows:

(2) Breweries, distilleries, canning factories, chemical plants and meat processing plants.

Section 2. That Section 90-431(B)(3) of the Code is hereby amended to read as follows:

(3) Salvage yards and recycling facilities.

Section 3. That the definition of “Recycling Facilities” is hereby added to Section 90-218 Definitions “R” to read as follows:

Recycling facilities: A facility in which recyclables, such as newspaper, magazines, books, and other paper products; metal; asphalt products; plastics; wood products, other similar materials, liquids and solid wastes are reprocessed and treated to return such products to a condition in which they may be used again as a new product or separated for disposal.

Section 4. That the Definition of “Salvage Yards” is hereby added to Section 90-219 Definitions “S” to read as follows:

Salvage yards: An outdoor facility exceeding 200 square feet where inoperable automobiles, machinery, appliances, and other products are stored to be dismantled or processed.

Section 5. That the portion of Section 90-508 entitled “Junk Yards Requirements” is hereby repealed.

Section 6. That the portion of Section 90-210, Definitions “J”, entitled Junk and Junk Yard/Scrap Metal Yard of the Code is hereby repealed.

Section 7. 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. 14-16

September 27, 2016

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Ordinance Chapter 90 Section 206 (2) Definitions "F – Family", Section 311 (3) Accessory Buildings and Uses, Section 328 (3) (a) Landscaping Maintenance, add Section 330 Exterior Lighting, add Section 1008 (e) Permits, and repeal Section 311 (8) Exterior Lighting.

Recommendation: To approve the subject Zoning Ordinance amendments.

Dear Ms. VandenBerg:

The above referenced requests were reviewed by the Wyoming Planning Commission at its regular meeting on September 20, 2016. The amendments were considered as four separate reviews, with separate motions for approval made for each. The amendments were each unanimously recommended for approval to the City Council. A more detailed review is available in the Planning Commission minutes, with the following provided as basic background information.

Amendment Information:

Section 90-206 (2) Definitions "F-Family":

The Building Inspections Department is finding situations where homes are being used for boarders to the degree that occupancy limits set by square footage provisions within the Building Code are exceeded. Also, ancillary issues such as excessive numbers of vehicles parked become safety issues and neighborhood nuisances. The US Department of Housing and Urban Development (HUD) accepts local regulations that cap the maximum number of unrelated people within a residence at six. Staff is supportive of adopting this restriction.

The following amendment was proposed:

(2) The functional equivalent of the domestic family which is six or fewer persons living together in a dwelling unit whose relationship is of a regular, permanent and distinct character or has a demonstrable and recognizable bond which renders the persons a cohesive unit. All persons must be cooking and otherwise operating as a single housekeeping unit.

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

Section 90-311 (3) Accessory Buildings and Uses:

The Building Inspections Department finds that accessory building metal roof applications require specific manufacturer's specifications that may include exposed fasteners. These finished character roofing systems are of quality construction and appearance, are not considered by staff to be a detriment to the property or neighborhood character. Staff recommends that the Ordinance be amended to allow exposed fasteners when installed in accordance with manufacturer's specifications.

Also, within the same Zoning Ordinance Section subsection (8) states:

(8) Exterior house or yard lighting shall be arranged or shielded to reflect away from and not illuminate adjoining properties.

The Building Inspections Department has received objections from some property owners who contest whether the lighting restrictions anywhere on their property should apply to them as it is housed in the Accessory Building and Uses section of the Zoning Ordinance. This provision was tied with Accessory Buildings and Uses several decades ago. Staff recommends this provision be relocated to General Requirements with a new Section 90-330 to be specifically applicable anywhere on a property.

The following amendments were proposed:

90-311 (3) Any premanufactured accessory building larger than 120 square feet shall be in character with the primary building. Exterior building and roof materials shall be of a finished character and shall be installed to manufacturer's specifications.

90-311 (8) Deleted.

90-330 Exterior Lighting.

Exterior house or yard lighting shall be arranged or shielded to reflect away from and not illuminate adjoining properties.

Section 90-328 (3) (a) Landscape Maintenance:

The requirement for irrigation in commercial zoned districts was adopted in January 2013. The requirement has been accepted by the business community and has improved the appearance of our commercial areas. With the desire to improve the appearance of other business zoned properties, staff recommends expanding

this requirement to Office zoned districts to be applied with new developments. Industrial areas do not have the same aesthetic requirements as other non-residential areas, so they are recommended to continue to be excluded from the irrigation requirement.

The following amendment was proposed:

(a) In-ground automatic irrigation shall be installed and utilized within the required front yard and secondary front yards for all commercial and office zoned districts. Irrigation shall be installed along the entire street frontage either with new developments or with building additions adjacent to the street frontage that exceeds 50 percent of the existing building width.

Section 1008 (e) Permits:

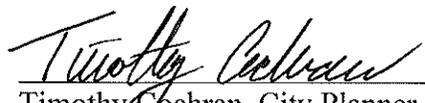
The 2012 International Fire Code specifies that permits shall be required for the erection of tents exceeding 400 sq. ft. With the proliferation of firework vendors and other business related events, tent erections are common. Due to public safety concerns over wind securing, flame resistance, and placement, a City staff inspection is required and it should be clearly identified that a permit for this inspection is required.

The following amendment was proposed:

(e) Tents exceeding 400 square feet.

The Community Services Departments suggested the Planning Commission recommend approval of the proposed Zoning Ordinance amendments to the City Council. No public comments were offered at the public hearings. After discussion, each amendment was recommended for approval unanimously.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

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

ORDINANCE NO. 15-16

AN ORDINANCE TO AMEND THAT PORTION OF DEFINITIONS
“F – FAMILY”, SECTION 90-206(2), SECTIONS 90-311(3)
AND 90-328(3)(a), TO ADD SECTIONS 90-330 AND 90-1008(e)
AND TO REPEAL SECTION 90-311(8)
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. Section 90-206(2) is hereby amended to read as follows:

(2) The functional equivalent of the domestic family which is six or fewer persons living together in a dwelling unit whose relationship is of a regular, permanent and distinct character or has a demonstrable and recognizable bond which renders the persons a cohesive unit. All persons must be cooking and otherwise operating as a single housekeeping unit.

Section 2. That Section 90-311(3) of the Code is hereby amended to read as follows:

(3) Any premanufactured accessory building larger than 120 square feet shall be in character with the primary building. Exterior building and roof materials shall be of a finished character and shall be installed to manufacturer’s specifications.

Section 3. That Section 90-328(3)(a) is hereby amended to read as follows:

(a) In-ground automatic irrigation shall be installed and utilized within the required front yard and secondary front yards for all commercial and office zoned districts. Irrigation shall be installed along the entire street frontage either with new developments or with building additions adjacent to the street frontage that exceed 50 percent of the existing building width.

Section 4. That Section 90-330 is hereby added to the Code to read as follows:

Sec. 90-330. Exterior Lighting.

Exterior house or yard lighting shall be arranged or shielded to reflect away from and not illuminate adjoining properties.

Section 5. That Section 90-1008(e) is hereby added to the Code to read as follows:

(e) Tents exceeding 400 square feet.

Section 6. That Section 90-311(8) of the Code is hereby repealed.

Section 7. 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. 15-16



- MAYOR
Jack A. Poll
- AT-LARGE COUNCILMEMBER
Sam Bolt
- AT-LARGE COUNCILMEMBER
Kent Vanderwood
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- 3RD WARD COUNCILMEMBER
Joanne M. Voorhees
- CITY MANAGER
Curtis L. Holt

September 27, 2016

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Request to rezone 1.4 acres from I-1 Light Industrial to B-2 General Business. The property is located at the southwest corner of 54th Street and Crippen Avenue, SW.

Recommendation: To approve the subject rezoning request.

Dear Ms. Vandenberg:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on September 20, 2016. A motion was made by Weller, supported by Smart, to recommend to City Council approval of the rezoning request. The motion passed 5 - 2. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information.

The petitioner has optioned 1.4 acres of this overall 5 acre property with the intention of developing a Discount Tire facility (see attached exhibits). The proposed use would be allowable by-right in the B-2 General Business zoning district. The balance of the property is intended to retain its I-1 Light Industrial zoning.

The City of Wyoming Land Use Plan was adopted in 2006. This site is recommended for Business Industrial use, with industrial uses extending west from this site to US 131 (see attached Plan and descriptions). The proposed auto repair is a Community Commercial use and is contrary to the recommendation of the Land Use Plan. The Plan also identifies that the residential properties to the east along the south side of 54th Street are intended for Office Service uses. Such a transition would require land assembly to obtain sufficient area to reasonably integrate office developments with the surrounding neighborhood. If the subject property is rezoned to B-2 General Business and subsequently developed, it may lead to future requests for commercial zoning further along the south side of the 54th Street corridor. The development of Walmart and Home Depot along the north side of 54th Street is a strong influence on other commercial businesses who desire to be in close proximity.

Access to the overall 5 acre property must be carefully considered. The property

has significant frontage along Crippen Avenue, which is primarily a residential street. Right turn ingress and egress from 54th Street is desirable to serve the overall property. With the proposed rezoning and associated development plan all access to the balance of the property would come from Crippen Avenue. Left turns from Crippen Avenue onto 54th Street may be difficult during peak traffic periods. Traffic progression through this area is a concern. The nearest signalized left turn occurs to the east at Haughey Avenue. Ideally, the entire property would be redeveloped cohesively and not split into separate uses. Industrial development within Wyoming has been very strong, with little available developed space remaining. The subject site could be redeveloped for industrial purposes in the manner which it is currently zoned.

The Development Review Team suggested the Planning Commission recommend to the City Council denial of the rezoning request.

At the public hearing, the property owner spoke to how the proposed use would be a benefit on this site. A motion was made by Weller to recommend to the City Council approval of the rezoning request. The motion was supported by Smart. The belief is that the proposed use would be a good buffer to the nearby residents and would clean up the site. After discussion, the motion passed 5 – 2.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

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

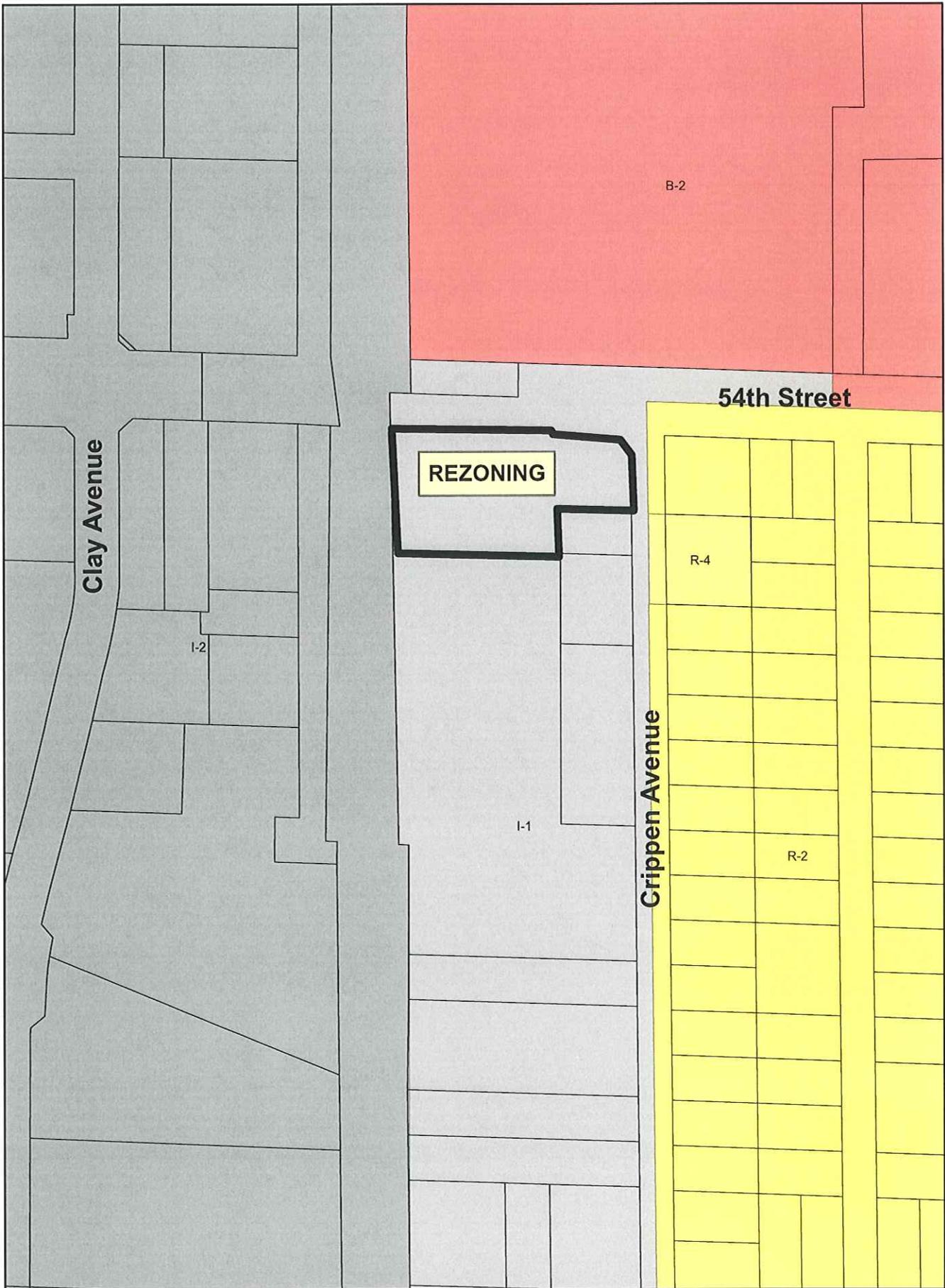


REZONING

54th Street

Clay Avenue

Crippen Avenue



B-2

54th Street

REZONING

R-4

I-2

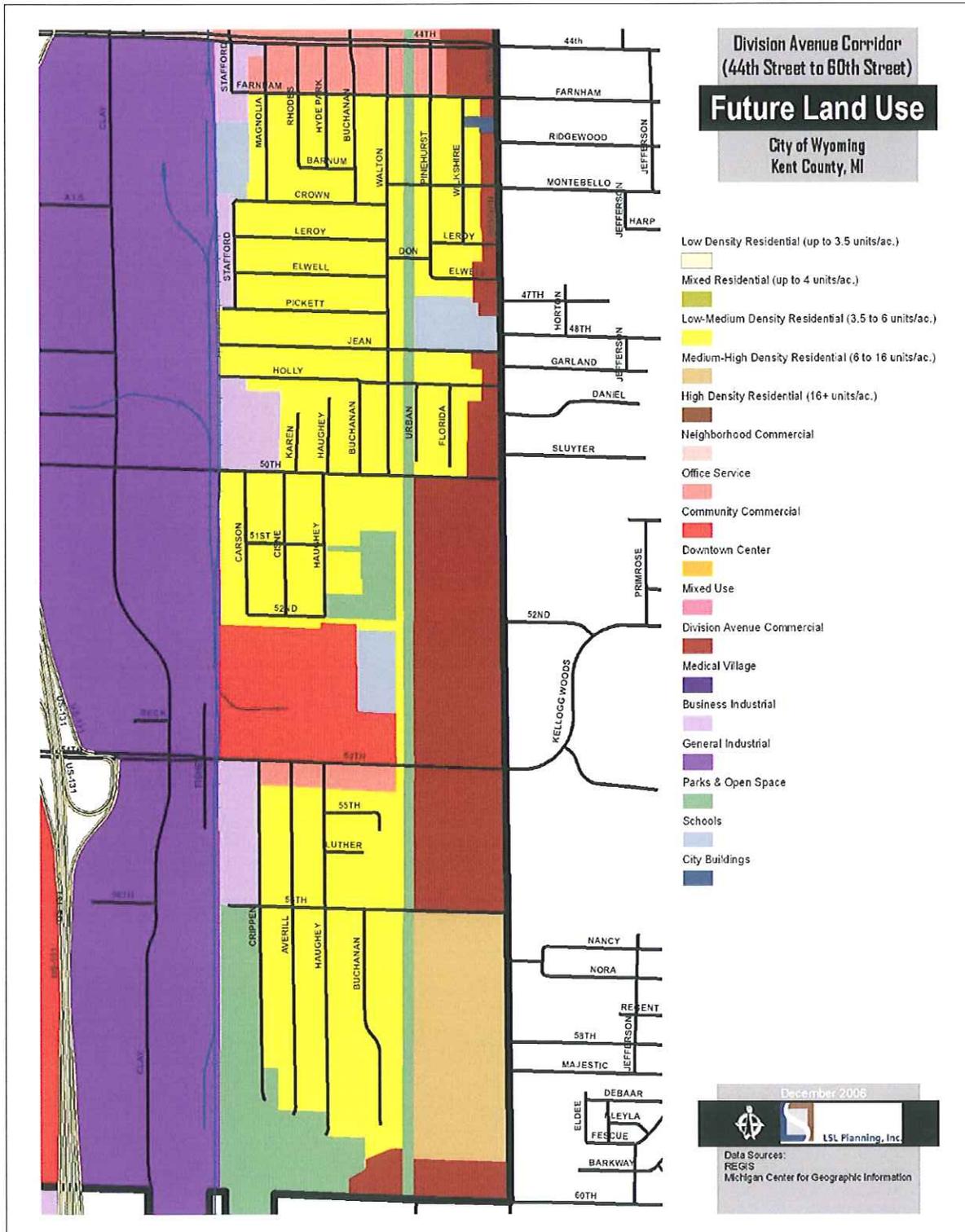
I-1

Crippen Avenue

R-2

Clay Avenue

FUTURE LAND USE
CITY OF WYOMING LAND USE PLAN 2020



ORDINANCE NO. 16-16

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE
OF THE CITY OF WYOMING BY ADDING SUBSECTION (103) 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 (103) thereto, to read as follows:

- (103) To rezone 1.4 acres from I-1 Light Industrial to B-2 General Business. The property is located at the southwest corner of 54th Street and Crippen Avenue SW.

LEGAL DESCRIPTION:

LAND SITUATED IN THE CITY OF WYOMING, KENT COUNTY, MICHIGAN, BEING PART OF BLOCK 9 OF PLAT OF FISHER'S STATION ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 34 KENT COUNTY RECORDS AND PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS COMMENCING 42.03 FEET SOUTH ALONG THE WEST LINE OF CRIPPEN AVENUE, 50 FEET WIDE, FROM THE NORTHEAST CORNER OF SAID LOT 1 BLOCK 9, THENCE N36°24'25"W 25.57 FEET, (RECORDED NORTHWESTERLY 25.57 FEET) TO A POINT 22 FEET SOUTH ALONG THE EAST LINE OF SAID LOT 1 AND 51 FEET EAST FROM THE NORTHWEST CORNER OF SAID LOT 1, THENCE N87°54'30"W 101.01 FEET (RECORDED WEST 101.00 FEET), THENCE N2°02'59"E 7.02 FEET, (RECORDED NORTH 7.00 FEET), THENCE N87°51'43"W 118.05 FEET, (RECORDED WEST 118.00 FEET), THENCE S3°12'13"E 2.00 FEET, (RECORDED SOUTH 2.00 FEET), THENCE N87°52'46"W 112.37 FEET (RECORDED N87°52'39"W 112.35 FEET) TO THE EAST LINE OF THE CONRAIL RAILROAD RIGHT OF WAY (100 FEET WIDE), THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING 2 COURSES, S0°13'02" W 32.96 FEET, THENCE S 0°09'46"E (RECORDED S0°07'58"E) 177.04 FEET, THENCE N89°50'14"E 241.96 FEET MORE OR LESS TO THE WEST LINE OF LOT 111 LAMAR PLAT, BEING A SUBDIVISION OF PART OF SAID SECTION 36, THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 111 AND LOT 112 SAID LAMAR PLAT N0°02'16"E 84.74 FEET TO THE NORTHWEST CORNER OF LOT 112 OF SAID LAMAR PLAT, THENCE ALONG THE NORTH LINE OF SAID LOT 112 LARMAR PLAT S87°52'39"E 104.68 FEET TO THE WEST LINE OF CRIPPEN AVENUE, THENCE N 0° 37'09"W 90.61 FEET (RECORDED N0°36'46"W 90.72 FEET) TO THE POINT OF BEGINNING.

THE DESCRIBED TRACT OF LAND CONTAINS 1.406 ACRES MORE OR LESS

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

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 November, 2016.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 16-16