

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, AUGUST 15, 2016, 7:00 P.M.**

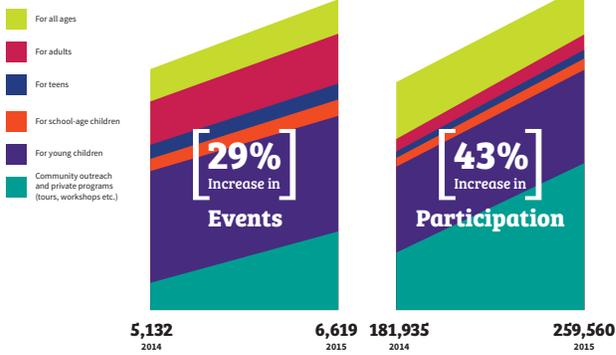
- 1) Call to Order**
- 2) Invocation** – Pastor Josh VanderKlok, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the August 1, 2016 Committee of the Whole Meeting, the August 1, 2016 Regular Meeting and the August 8, 2016 Work Session
- 7) Approval of Agenda**
- 8) Public Hearings**  
**7:01 p.m.** To Consider Use of the 2016 Edward Byrne Memorial Justice Grant Funds for Program Activities
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
  - a) Presentations
    1. Kent District Library 2015 Annual Report, presented by Wyoming Branch Manager Lori Holland and KDL Board of Trustee Sherrie Barber Willson
    2. Self-Contained Breathing Apparatus, presented by Firefighter Matt Frazee
  - b) Proclamations
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager  
16-06 Acceptance of an Easement, Temporary Permit, Utilities Easement and Watermain Easement at 1275 Prairie Parkway SW and 1216 – 28<sup>th</sup> Street SW (Wyoming Mall, LLC)
- 13) Budget Amendments**
  - a) Budget Amendment No. 18 – To Appropriate \$5,000.00 of Budgetary Authority to Provide Additional Funding for the Purchase of Detective Bureau Recording Room Equipment
- 14) Consent Agenda**

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

  - a) Of Appreciation to Anthony Woodruff for His Service as a Member of the Planning Commission for the City of Wyoming
  - b) To Authorize Members of the City Council to Attend the Michigan Municipal League Annual Convention
- 15) Resolutions**

- c) To Seek Revocation of Industrial Facilities Exemption Certificates for Zinger Sheet Metal
  - d) To Authorize the Settlement of Robert D. Drake Jr. Workers' Compensation Case
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
- e) To Approve a Property Purchase and Development Agreement with Loeks Theatres, Inc.
  - f) To Authorize the Mayor and City Clerk to Enter into a Contract Amendment with the Area Agency on Aging of Western Michigan, Inc. (AAAWM) and to Authorize the Related Budget Amendment (Budget Amendment No. 19)
  - g) To Award the Bid for the 2016 Watermain Relocation (1500 – 44<sup>th</sup> Street)
  - h) To Award the Bid for the 2016 Farnham Street Watermain Construction Project from Wilkshire Avenue to Pinehurst Avenue
  - i) To Authorize the Mayor and City Clerk to Execute an Agreement with the City of Grand Rapids for the Resurfacing of Clyde Park Avenue from Alger Street to Burton Street
  - j) To Accept a Proposal from Donohue & Associates (Partnered with Eramosa International) to Develop an Asset Management Program for the Clean Water Plant and Sanitary Sewer System
  - k) To Authorize Acceptance of a Quote from RC Merchant & Company for the Purchase and Installation of Batteries for the UPS System at the Water Treatment Plant
  - l) To Authorize the Purchase of Two Stock (Demo) Fire Apparatuses from Pierce Manufacturing
  - m) To Authorize Acceptance of a Quote from Hurst Mechanical for a Replacement HVAC-RTU at the Wyoming Library
- 17) Ordinances**
- 12-16 To Amend Division 3 of Article II of Chapter 86 of the Code of the City of Wyoming (Cross Connections) (First Reading)
- 18) Informational Material**
- 19) Acknowledgment of Visitors**
- 20) Closed Session** (as necessary)
- 21) Adjournment**

# Programming Growth



## Letter from Lance

Like many great public libraries are an essential tool for any journey. With Kent District Library's exceptional service commitment, we continue to explore uncharted territory to deliver information, ideas and excitement!

From couches, coffee shops and even backyards around the globe, KDL customers are downloading more than 1 million titles from our digital collection. Breaking national trends, our circulation increased by 3% to over 6.2 million items last year. This includes items like iPads, eBooks and Wi-Fi hotspots. Beginning in 2016, you can even check out a bike at 16 KDL locations!

Through our community outreach, we deliver library services to every corner of Kent County: collaborating with school districts and farmers markets, maintaining Little Free Libraries and supporting Wi-Fi access points. Our commitment to accessible library services for all residents is embodied in our partnership with Senior Reads on Wheels and KDL's recognition as a Community Champion by Disability Advocates of Kent County.

As I'm out and about, I frequently encounter people who are amazed by the size of Kent District Library—and not just the vast 734 square miles, or the nearly 60,000 residents we serve, although that's impressive. What is really big about KDL is the huge scope of services we are honored to provide and our customers' appreciation for them!

Lance Werner

20150902

# ANNUAL REPORT 2015

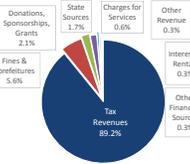


**KDL** Information. Like no other. Excitement!

# Financial Information

## KENT DISTRICT LIBRARY 2015 SUMMARY FINANCIAL INFORMATION GENERAL FUND

Revenue Source	2015
Tax Revenues - Midge (1.20mills)	19,731,194
Fees & Fines/Donations	1,249,239
Donations, Sponsorships, Grants	470,925
State Sources	368,566
Charges for Services	128,995
Other Revenue	66,787
Interest & Rentals	59,411
Other Financing Sources	164,943
<b>TOTAL REVENUES</b>	<b>\$ 22,122,060</b>



Expenditure Category	2015
Salaries & Benefits	11,206,039
Books & Materials (Technology, all expenses related to)	3,924,316
Other Direct Charges	3,173,582
Professional & Contractual Services	1,611,961
Supplies	416,500
Office Equipment & Furniture	310,565
Other	154,545
<b>TOTAL EXPENDITURES</b>	<b>\$ 20,837,513</b>



Balance Category	2015
Fund Balance - Unexpended (Residual)	6,476,642
Fund Balance - Assigned	1,044,931
Fund Balance - Restricted by Contributors	233,851
Fund Balance - Restricted by Donations	63,866
Fund Balance - General Comm Fund - Capital Project	816,300
<b>TOTAL UNEXPENDED FUND BALANCE</b>	<b>\$ 8,635,590</b>

The above numbers have been derived from the 2015 Financial Statements. Complete audited Annual Financial Statements will be available after June 2016.

# Donations

Every care has been taken to acknowledge our donors and create an accurate list. Any inaccuracies or informational errors are unintentional.

## Giving to Kent District Library

We gratefully acknowledge those who give to KDL from January 1-December 31, 2015. We also salute the many donors who choose to remain anonymous for their generosity.

Indicates Three-Year Consecutive Donation  
♥ Indicates Donation to the Endowment

### Shakespeare Society (Gifts of \$25,000+)

- Consumers Energy Foundation
- Hemmingway Society (Gifts of \$10,000+)
- Edison Heritage Fund of the Broadway Foundation
- Grand Rapids Community Foundation
- Steelcase Foundation

### Twin Society (Gifts of \$2,500+)

- Keneth and Linda Krombeen
- Law Weather & Richardson, P.C.
- Library of Michigan Foundation
- Mary Mejer
- Wolverine World Wide Foundation

### Dickens Society (Gifts of \$1,000+)

- Adams Vacation Advisors
- Applied Imaging
- BDO
- BRISSELL
- Bloom, Sluggert & Morgan, P.C.
- John Bayless
- Chemical Bank
- Dickinson Wright PLLC
- First United Credit Union
- Bill and Mary Ford
- Foster Smith
- Friends of the East Grand Rapids Library
- Friends of the Grandville Library
- Friends of the Plainfield Township Library
- Gordon Food Service
- Hogwood Nichols
- JMM Family Partnership LLC
- Chloe Jones
- Lake Michigan Credit Union
- All Mahagen
- Michigan Council for Arts and Cultural Affairs
- Midwest Tape
- Miller Johnson
- Norris, Perre & French, LLP
- R/W Interiors
- United Bank of Michigan
- W.M. Ledmans Publishing Co.
- West Michigan Whigs

### Steinbeck Society (Gifts of \$500+)

- Amazon.com
- Michelle Bouvier-Fox
- Rary Burns
- Linda Jo and Josh Caron
- James and Constantine Castanotto
- Alan and Michelle Davis
- Edward Jones Financial
- Bill and Cecile Fishbein
- Fishback, Thompson, Carr & Huber, Inc.
- Bath County Orthodontics, PLLC
- Grand Rapids Community College
- Grand Rapids Double
- John and Katherine Gregg
- GRU
- Scott and Gail Heublich
- Mike and Lynn McIntosh
- John and Lisa Lang
- Nate and Carol Mohr
- Megan Neerath
- Corneilus Plantinga
- Scott and Anne Ruoh
- Victoria and William Sillel, Nicolas & Company, Inc.
- Phillip Van Baren
- Jon and Pamela VanderKoope
- Lance and Kristen Werner
- Brent and Sherrie Wilson
- Bob and Mary Younger

### Poe Society (Gifts of \$250+)

- Edward and Kathy Aboufadel
- Mark Kallman
- Karen and Robert Boloyt
- Adam and Shen Gian
- Richard and Patricia Hall
- Steve and Nancy Halpern
- Richard Helgeland
- Karen Helgeland
- Janice Henry
- Beth Herrick
- Jane Hoodschraet
- Samantha Holland
- Dorothy Holt
- Betsy Horrocks
- Evelyn Howarth
- Martin and Joetta Hutchinson
- John and Kerrie Karel
- Mary Anne Karam
- Elaine Karam
- Brenda Kennedy-Muraski
- Victor and Barbara Knapp
- Mark Knudsen
- Herbert and Wilma Jean Kroll
- Sharon Kroll
- Mark and Susan Kroll
- David and Ruth Kutsche
- Brian and Susan Lennon
- May Ann Lentz
- Greg Lewis
- Any Lindt
- Lonka Theaters, Inc.
- Arend and Nancy Lubbers
- Sharon Lubbers
- Joe and Jill Magran
- Camilla Martin
- Gene and Linda Michaels
- Shannon Middlemiss
- Glenn and Jennifer Miller
- Pat Miller
- Kathy Morse
- Clarice Mae Mulder
- Jean Nall
- Bonnie Munger
- Suzanne Naze
- Mark and Kristine Neumann
- Terry Norlin
- Sandra Oate
- Katy O'Neill
- Dennis O'Neil
- David and Denise Overbeck
- Sungwon Park
- C. Harjane Peterson
- Christophe Rasmussen
- Ruth and Charles Rand
- Jeff and Kim Ridings
- Kathleen Ringstrom
- Gary and Sharon Robinson
- Ray and Franca Roberts
- Bonnie Ross
- Robert & Sue Ruby
- Karen Ruger
- Andy Sauer
- Mary Schmidt
- Mantha Shade
- Linda Singer
- Tracy Lynn Shea (In Memory of Marie Smith)
- Lynn Simon
- Daniel Terry (In Memory of Dick Wild)
- Ray and Carol Skens
- Joe Smith
- Meredith Steady
- Eric Sorensen

### Alcott Society (Gifts of \$100+)

- AK Research, Inc.
- Wendy and Jim Beutegoff
- Bronwyn Vincent
- Charles and Lucy J. Caldwell
- Cheryl Cammerigi
- Hazel Carpenter
- Cheryl Carter
- Robert and Diane Comfort (In Memory of Wanda Deubner)
- Mary Dersch
- Ed Lilly Foundation
- Scott and Kathy Ellison
- Jane Everhart
- Maurice and Sara Fety
- Priscilla Fish (In Memory of Eugene and Alma Enring)
- Barbara Fishback
- Karlyn Freedom
- Judy Freuchen
- Betsy Jean Fry
- Frederic and Dale Garrison
- GE Foundation
- Sharon Janale Gracy
- Kathryn Gerow (In Memory of Gordon Gerow)
- Sandra Graham
- Grand Rapids Drive
- Christopher Haseman
- Ruth and Claudia Harb
- Charles and Martha Hayden
- Cindy Hogan
- Lois L. Holland
- Keith and Mary Hopkins
- Miles F. and Linda L. Jufferlar
- Paul and Diane Hummel
- Wendy and Kyle Ince
- David and Jennifer Khory
- Liberty Design Associates
- Dorothy Larson
- Scott and Leah
- Hugh and Georgia Makers
- Rodney and Mimi Martin
- Jason and Kathy Marvin
- Kate McCarthy
- Marcia Heald
- Michigan Humanities Council
- Maxine Moordyk

### Poe Society (Gifts of \$150+)

- Shelie Adams
- Matthew and Kate Bloom (In Memory of Joanne Annon)
- Eileen Electric
- Friends of the Spencer Township Library
- Grand River Bank
- Dave Huang
- Ken City PTCO
- Kentwood Women's Club
- Madison Bank
- Grandville Branch
- Potter Financial Resources
- Richard Silver
- Scott Kent Rotary
- Spokane Health
- Steven and Rebecca Wuerthle
- BenPac
- Leah Brooks
- Evelyn Center Chiropractic PC
- Bruce Clark and Joan Walthermann-Clark (In Memory of Barbara Walthermann)
- Cook Family Services
- Friends of the English Hall Library (In Memory of Thera Stycko)
- Girl Scout Troop 643
- Grandville Ladies' Library Club
- Diane Jaegers (In Memory of Kristen Matthew)
- Sharon Johnson
- Laura Madison (In Memory of Kristen Matthew)
- Ronald and Kathleen May
- Harold and Janet Schilling (In Memory of Betty Vandenberg and Kitte Buck)
- Schuler Books and Music
- Larry Sease
- Gordon and Luthie Starr
- Everett and Gloria Swanson
- Ted Hecker and Luan (In Memory of Gerry Rothwell)
- Margaret Urquhart (In Memory of Kristen Matthew)
- Wyoming Branch Staff

### Dr. Seuss Society (Gifts of \$1+)

- Terry and Geraldine Abel
- Mark and Andrea Berghoff (In Honor of Inez Mae Smith)
- Mary Brander
- Mija Carrasco (In Memory of Kristen Matthew)
- Cornerstone University (In Memory of Caroline Joy Muller)
- Dotia Kapoa Gamma
- Friends of the Grandville Library (In Memory of Norma DeBenedictis)
- Robert Garcia
- Mark Ellen Gerhard (In Memory of Harold Wamsell)
- Grandville Christian School, Inc.
- Hargie Higgins (In Memory of Harold Wamsell)
- Tom and Janet Harless (In Memory of Ed Obermeyer)
- Mark Heuber and Melissa Lichtwarter
- Timothy and Charlene Hill
- Phil and Cheryl Jacobus
- Jodi Jarvis-Therrell
- Carlaeise Kaser (In Memory of Pat Kaser)
- Edward and Sonja Kaser (In Memory of Dick Wald)
- Ann Ledebnick
- Louella Area Historical Museum
- M3 Auction Co., LLC
- Steve and Jan Powers (In Honor of Luc King)
- Rockford Chapter #215, Order of the Eastern Star
- Robert and Sue Ruby
- Barb Schaefer
- Alexandra Surak
- Daniel Terry (In Memory of Dick Wild)
- Tom and Carol Korenza (In Memory of Edward R. Shuman)
- Sharon Vandewater (In Memory of Helen Vaughn)
- Stacie Wandershorst (In Memory of Cindy Burpee)
- Scott and Sylvia Wommmeester

## Early Literacy



In 2015, Kent District Library secured funding from the Steelcase Foundation to measure the outcomes of public library storytimes. KDL partnered with Western Michigan University to develop the study and invited the Grand Rapids Public Library to participate. Surveys were performed with families attending early literacy storytimes at three KDL branches, measuring changes in these parent-child interactions which are proven to impact early literacy development. The results demonstrate that KDL is achieving our goal of positively impacting early literacy development in Kent County.

# Summer Reading Participants



**29,291** (2014)

**33,269** (2015)

**14% Increase**

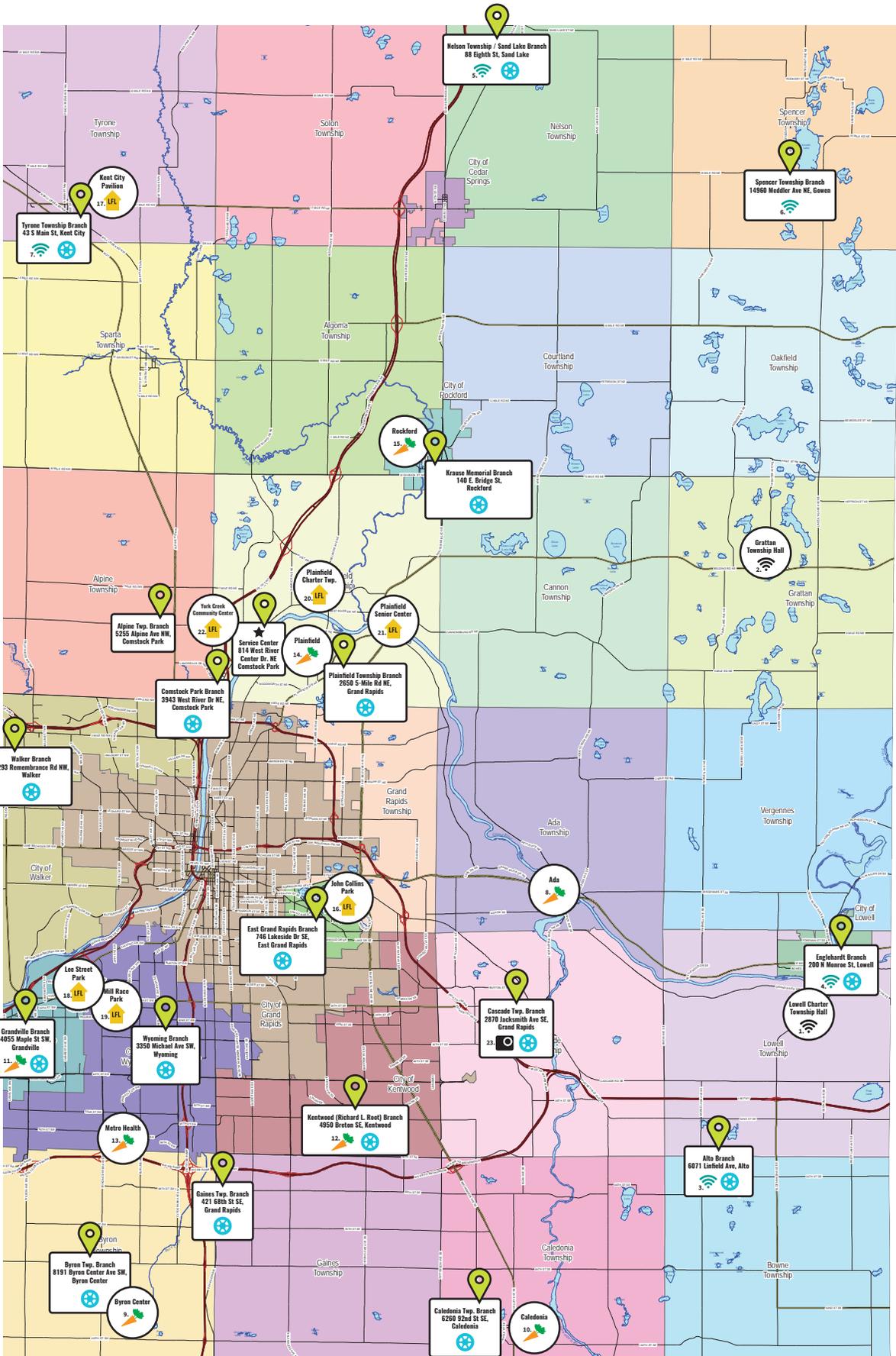
## KDL Visits



## Circulation



\*Library for the Blind and Physically Handicapped

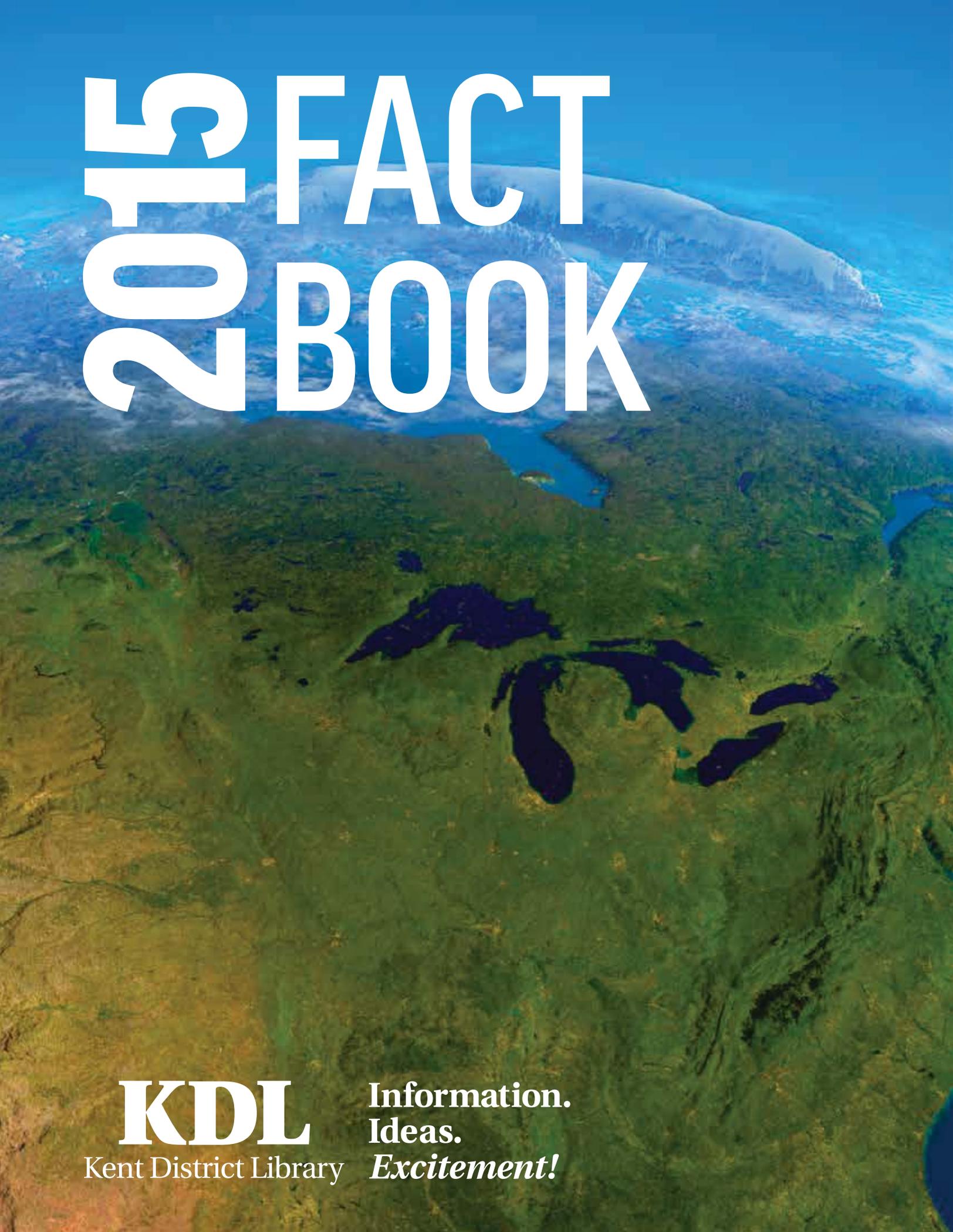


## LEGEND

- Branch Locations
- KDL Cruisers, Circulating Bikes  
16 locations (not at Alpine & Spencer Twp.)
- Wi-Fi Available
- All Branches**
- 1. Lowell Charter Township Hall**  
2910 Alden Nash Ave SE, Lowell
- 2. Grattan Township Hall**  
12050 Old Belding Rd NE, Belding
- Circulating Wi-Fi Hotspots Available
- 3. Alto Branch**
- 4. Englehardt (Lowell) Branch**
- 5. Nelson Twp. / Sand Lake Branch**
- 6. Spencer Twp. Branch**
- 7. Tyrone Twp. Branch**
- Farmers Market with KDL Booth \*Schedules may vary
- 8. Ada** - Tuesdays, 11 a.m. to 4 p.m.  
7239 Thomapple River Dr SE, Ada
- 9. Byron Center** - Saturdays, 9 a.m. to 1 p.m.  
84<sup>th</sup> & Byron Center Avenue
- 10. Caledonia** - First Saturday of the month (June-September) 9 a.m. to 1 p.m.  
9957 Cherry Valley Ave SE, Caledonia
- 11. Grandville** - Tuesdays, 9 a.m. to 1 p.m.  
At the library
- 12. Kentwood** - Saturdays, 9 a.m. to 1 p.m.  
At the library
- 13. Metro Health** - Thursdays, 9 a.m. to 2 p.m.  
5900 Byron Center Ave SW, Wyoming
- 14. Plainfield** - Thursdays, noon to 6 p.m.  
4111 Plainfield Avenue NE, Grand Rapids
- 15. Rockford** - Saturdays, 8 a.m. to 1 p.m.  
Located in the South Squires St. parking lot off of Main St.
- KDL Little Free Library
- 16. John Collins Park**  
650 Lakeside Dr SE, East Grand Rapids
- 17. Kent City Pavilion**  
32 S. Kent St., Kent City
- 18. Lee Street Park**  
Corner of Lee St & Homewood St, Grandville
- 19. Mill Race Park**  
3370 Carlton Park, Grandville
- 20. Plainfield Charter Township**  
6415 Belmont Ave NE, Plainfield Charter Twp.
- 21. Plainfield Senior Center**  
5255 Grand River Dr NE, Grand Rapids
- 22. York Creek Community Center**  
650 York Creek Dr NW, Comstock Park
- Circulating GoPro Cameras
- 23. Cascade Twp. Branch**  
2870 Jacksmith Ave SE, Grand Rapids

## BRANCH HOURS

ALPINE TOWNSHIP BRANCH 5255 Alpine Ave. NW, Comstock Park 49321							GRANDVILLE BRANCH 4055 Maple St. SW, Grandville 49431						
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An aerial photograph of a mountain range with a large lake in the foreground. The mountains are covered in snow and the sky is a clear blue. The foreground shows a green valley with a winding river and several smaller lakes.

# 2015 FACT BOOK

**KDL**

Kent District Library

Information.  
Ideas.  
*Excitement!*

## **Kent District Library**

### **KDL Service Center**

814 West River Center Drive NE

Comstock Park, MI 49321-8955

Phone: 616-784-2007

Fax: 616-647-3828

Kent District Library is a public library system operating 18 branch libraries. KDL serves nearly 400,000 residents of 27 governmental units, comprising most of Kent County, Michigan. KDL is an IRS-designated 501(c)(3) nonprofit supported by millage dollars and private donations.

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# History

- **1927:** Kent County Federation of Women's Clubs begins project of library extension.
  - **1936:** Kent County Library Association formed. Kent County Library System becomes a department of the County of Kent.
  - **1994:** The Library separates from the County to form the Kent District Library, an independent taxing agency with governance by a Board of Trustees appointed by the Kent County Board of Commissioners and representing eight geographic regions of the KDL Service Area.
  - **2011:** Kent District Library celebrates 75 years of providing library service to citizens in Kent County.
  - **2014:** A ten-year 1.28 millage approved by voters.
  - **2014:** Obtained 501 (c)(3) status.
  - **2015:** Expanded the services of the Library for the Blind and Physically Handicapped by increasing the number of large print materials.
  - **2015:** Implemented a new SirsiDynix ILS (Integrated Library System) for Kent District Library.
- 

## Mission

*Information, Ideas, Excitement!*

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## Kent District Library Branches and Service Center

Kent District Library provides library services to over 395,000 customers in 27 municipalities through 18 branches located throughout Kent County. With the exception of the KDL Service Center, the library buildings are owned and maintained by the local municipality while Kent District Library provides the staff, collection, technology and programming.

# Strategic Plan 2015-2017

KDL's 2015 - 2017 Strategic Plan emphasizes connecting people to the services they need and value. The plan is simple, flexible, memorable and embraced by KDL staff. Success is measured in part by determining whether customers achieve their desired outcome through using the library. Ultimately, KDL demonstrates the positive impact of library service in our communities.

This 2016 Strategic Plan update is a supplement to the original 2015-17 Strategic Plan. It both reiterates the approved Strategic Plan, and serves as a continuation, with new activities that will help the library achieve the original desired outcomes related to KDL's service priorities: Engage the Community, Create Young Readers, Support Learning, Cultivate Creativity and Serve Senior Citizens. This update includes the proposed budget for the 2016 fiscal year.

## Millage Campaign Promises

- ☑ Offer more convenient hours at more locations.
- ☑ Meet expected increased demand for Library for the Blind and Physically Handicapped.
- ☑ Expand early literacy programs for young children and their families.
- ☑ Reduce customer wait time for popular items, especially to meet increasing demand for eBooks and other digital formats.
- ☑ Expand youth and teen collections, both in print and digital formats, to help students find what they need for school and what they want for fun.
- ☑ Upgrade KDL's wireless service to increase speed and improve customer service.
- ☑ Offer improved technology-related programming, such as computer classes offered in Spanish, and more technology assistance offered as outreach service in the community.
- ☑ Employ library staff with designated time to devote to mutually-beneficial community partnerships, especially where such partnerships benefit young children and students.

## Strategic Plan Service Priorities

### KDL ENGAGES THE COMMUNITY, PARTNERSHIPS

#### Progress on Partnership Activities:

- ☑ By September 2015, KDL administration will complete a survey of municipalities and begin working with those who are interested to place Little Free Libraries, Wi-Fi hotspots or other outreach services in their locations.

- By December 2015, KDL will create a model for partnerships that mutually contributes to organization goals and strategic initiatives. The model is specific and defined with a communication plan and consideration for multiple departments' collaboration. **[New deadline: June 2016]**
- By December 2015, KDL will present annual reports and partnership updates at all area Chamber of Commerce meetings, service clubs (where possible) and other partnership organizations' administrative meetings (such as senior centers).

## **KDL ENGAGES THE COMMUNITY, VOLUNTEERS**

### **Progress on Volunteer-related Activities:**

- By June 2015, update all volunteer forms, add them to www.kdl.org and set up an online volunteer clearinghouse with a process to manage volunteer assignments centrally. **[New deadline: June 2016]**
- By December 2015, survey current volunteers to evaluate their experiences and gain suggestions for improvements that will offer volunteers, especially senior citizens, interesting work that helps them connect with the library in meaningful ways. **[New deadline: December 2016]**
- Develop a plan for recruiting, orienting, training and recognizing volunteers, including Friends' groups.
- Develop volunteer "job descriptions" to include activities such as early literacy outreach, technology training, Little Free Library stewardships and Spanish-language services.

## **KDL CREATES YOUNG READERS, EARLY LITERACY SERVICES**

### **Progress on Early Literacy Activities:**

- KDL will continue to offer environments and activities that make reading and learning how to read fun.
- By January 2015, develop library of early literacy video tutorials.
- By December 2015, offer "1,000 Books Before Kindergarten" initiative to customers in 6 branches.
- By 2015, develop intergenerational early literacy programs, such as special grandparents' storytimes or outreach experiences with senior citizens at area childcare facilities.

## **KDL CREATES YOUNG READERS, EARLY LITERACY STUDY**

### **Progress on Early Literacy Study:**

- ☑ By December 2015, KDL will partner with Grand Rapids Public Library, Western Michigan University and the Early Childhood Investment Corporation to measure early literacy skill improvement as a result of participation in public library storytimes.

## **KDL CREATES YOUNG READERS, EARLY LITERACY EDUCATION**

### **Progress on Early Literacy Education Activities:**

- ☑ By December 2015, develop a plan for delivering early literacy outreach and programming in our communities, especially to under-served populations, including training and information for adults about the importance of early literacy.
- ☑ Develop ways to help parents incorporate early literacy in their daily interactions.

## **KDL SUPPORTS LEARNING, CONSTITUENCY-BASED COLLECTION AND PROGRAM DEVELOPMENT**

### **Progress on Collection and Program Development Activities:**

- ☑ By May 2015, KDL will perform a community survey about collection and program interests for all ages.
- ☑ By May 2015, programming staff will complete definitions of successful programs with a plan for consistent evaluation of KDL programs. All levels of programming will be targeted for audience appeal—preschool, school-age, families, teens, adults and senior citizens.

## **KDL SUPPORTS LEARNING, EDUCATIONAL PARTNERSHIPS**

### **Progress on Educational Partnership Activities:**

- ☑ By May 2015, KDL youth specialists will develop a school package detailing services, digital collections and demonstration trainings available to schools.
- ☑ By June 2015, youth services staff and the Fund Development Department will implement donor funded partnership in select schools, offering “Summer Reading @ KDL” presenter previews during school assemblies.

## **KDL SUPPORTS LEARNING, COLLECTION EXPENDITURES**

### **Progress on Collection Expenditure Activities:**

- ☑ Increase juvenile nonfiction spending 66% to \$125,000 in 2015.
- ☑ Incorporate promoting juvenile nonfiction collection into school partnership activities.

## **KDL SUPPORTS LEARNING, COMMUNITY READS**

### **Progress on Community Reads Activities:**

- By June 2015, develop a plan to offer a system-wide KDL Community Reads initiative for 2016.
- In 2016, the Communications Department will implement a significant KDL Community Reads marketing campaign. **[Ongoing]**

## **KDL SUPPORTS LEARNING, TECHNOLOGY TRAINING**

### **Progress on Technology Training Activities:**

- By February 2015, introduce Design Think concepts to the Computer Class workgroup, to support new technology training delivery model/service. Any model of service will need to account for the needs of senior citizens with new devices, as well as assisting more advanced technology users with troubleshooting questions.
- By December 2015, develop a model for customers with all levels of information fluency to receive technology instruction and assistance, whether in a branch, on the phone or at a local senior center.

## **KDL CULTIVATES CREATIVITY, OFFER CREATIVE OPPORTUNITIES**

### **Progress on Creative Opportunity Activities:**

- Contests such as Write Michigan, Kent County Teen Film Festival, Teen Poetry and a Photo Contest.
- Interactive hands-on programs like KDL Lab, Studio KDL and art carts.
- Diverse collection of materials.
- Safe environments for people to explore their creativity.
- By June 2015, investigate offering Local Indie materials in digital formats.

## **KDL CULTIVATES CREATIVITY, OFFER INSPIRATION & MOTIVATION**

### **Progress on Inspiration & Motivation Activities:**

- Incorporate into 2015 marketing plan promotion of KDL staff as friendly experts who can connect readers with the next book they will love.
- By June 2015, branch managers will shop at least one other branch and a retail space focusing on evaluating displays that help connect people with what inspires them.

## Organizational Competencies

### COLLABORATION

- Beginning in 2015, every marketing plan will identify KDL staff as a target audience and identify how best to inform them of the service.
- By June 2015, patron services staff will begin creating patron records for all web registration requests. This will speed up the web registration process by allowing branch staff to add a barcode and issue the card immediately.
- By June 2015, KDL administration will foster group collaboration and inclusiveness by ensuring that the group's chair (or leader) has input from all team members before presenting ideas to the leadership team. Tools will be developed to help organize groups' communication to all KDL stakeholders.
- By June 2015, the IT Department will implement the staff collaboration features of SharePoint. **[New deadline: June 2016]**
- By December 2016, each KDL department will implement a plan to visit with branch managers and staff annually. **[Recurring annually]**
- By December 2016, the Fund Development Department will work with branch staff to develop best practices for philanthropy at KDL, including generating branch-level donations, how to discuss donations with patrons in a positive and inspiring way and regularly communicating with donors (not just when asking for a gift). **[Recurring annually]**
- By December 2015, one or more focus groups will convene to address recommendations from the Michigan Quality Council Navigator Report, resulting in a measured quality improvement to staff working conditions and/or customer service.
- By December 2015, KDL youth specialists will work with KDL program and outreach specialists to inventory program supplies and facilitate their use by all branches.

### CONVENIENCE

- In January 2015, the Collection Development Department will decrease holds ratios for shorter wait time: digital materials, audiobooks, and books – 3:1; music and movies – 6:1.
- By March 2015, the Patron Services and the Communications Departments will create a “Call us for...” bookmark to distribute in branches, promoting conveniently available phone services to KDL customers.
- By June 2015, staff will be able to use the email alias purchasing@kdl.org to communicate questions or concerns to the Business Office. Messages will be directed to multiple staff members to ensure a timely response.

- By June 2015, the IT Department will implement a patron printing solution that eliminates the required payment card and includes some form of printing for wireless devices. [**New deadline: June 2016**]
- By October 2015, KDL administration will evaluate all KDL meetings to determine which could be successfully accomplished without requiring travel. Software to facilitate remote meetings will be investigated. [**New deadline: December 2016**]
- By October 2015, the Communications Department will complete a comprehensive web redesign, implementing an event management system that incorporates fundraising events, creating donor-friendly online donating options and offering easy access to KDL financial information. [**New deadline: Spring 2016**]
- By October 2015, complete migration to new ILS system. Tentative timeline is as follows: By January 2015, KDL will hire an ILS librarian to work on the migration to a new ILS system. Test database made available to KDL February 2015. IT tests system March 2015. Staff training to begin in May–August 2015. Communication plan to the public goes into effect June 2015. Migration of records begins in September 2015. IT tests migration material with the help of staff in September 2015. ILS migration is to be completed by October 2015.

## FLEXIBILITY

- By January 2015, customer overdue fines for DVDs will be reduced from \$1 a day to \$0.15.
- By January 2015, the Communications Department and the Social Media Workgroup will develop marketing and content plans for each of KDL's social media venues.
- By December 2016, KDL administration will develop a Stop List, specifically identifying activities KDL will cease to engage in, in order to focus efforts on the strategic priorities identified in this document. [**Recurring annually**]
- By December 2015, the Communications Department will incorporate analytics to measure the effectiveness of advertising and social media marketing and cease unsuccessful efforts.
- By December 2015, the Fund Development Department will offer donor-friendly procedures, allowing donors the option of directing their gifts to specific projects or branches.
- By December 2015, KDL will train collection services team members to implement LEAN business practices in material handling procedures.
- By December 2015, KDL will implement recommendations from its engagement in the Baldrige Process through Michigan Quality Council. [**New deadline: December 2016**]
- By December 2015, the Collection Development Department will migrate to Baker & Taylor's TitleSource360 and add CollectionHQ's ESP module for improved collection analysis and more responsive selection.

- By December 2016, the Program and Outreach Department will work with branch staff to study the value of programming forms and deadlines to refine and streamline program planning, promotion, implementation and evaluation. **[Ongoing]**

## FRIENDLINESS

- By January 2015, new KDL employees will receive a welcome message with information about Communications and Programming Departments.
- By March 2015, the Communications Department will work with programming workgroups to capture and respond to programming ideas and market system-wide programs to KDL staff no less than two weeks before the seasonal deadline.
- By March 2015, the HR Department will negotiate compensation incentives with the UAW for staff who are bilingual, thereby creating formal recognition and placing value on such communication skills.
- By March 2015, a focus group of stakeholder employees will set out to define the “KDL Way.” Using Appreciative Process techniques, the team will articulate an organizational culture approach that is uniquely KDL.
- By June 2015, KDL’s IT Department will participate in communications training to foster and reinforce friendly customer interactions. **[New deadline: December 2016]**
- By June 2015, the IT and Patron Services Departments will revise the entire call center phone tree to better serve patrons, making it clear that they have been connected with KDL staff that can help them. **[New deadline: June 2016]**
- By October 2015, develop and implement a significant library card campaign related to Library Card Sign-up Month (September), with emphasis on new targeted audiences (such as senior citizens) and under-served populations (such as English as a Second Language Speakers). **[New deadline: 2016]**
- By December of 2015, KDL will recruit bilingual candidates during three job fairs and offer online training and testing for staff who wish to adopt second-language skills. **[New deadline: December 2016]**
- By December 2016, KDL’s HR Department will review hiring processes and compensation levels to further strengthen staff commitment and engagement to serving library customers.

## INNOVATION

- By January 2015, KDL’s Wellness Committee will complete a survey and implement results, providing activities and initiatives that support staff mental and physical well-being.

- By March 2015, the Patron Services Department and circulation managers will create a form on the Intranet to streamline the shelf check process for materials that weren't properly checked in and removed from accounts. **[New deadline: February 2016]**
- By December 2015, KDL will create a process to gather innovative ideas from all KDL team members. Recognition may be given for new ideas that have a profound positive impact on KDL's efforts to be relevant to our communities.
- By December 2015, the Digital Futures Committee will be renamed the Innovation Team, developing a protocol for considering new ideas and facilitating efforts to make them actionable.
- By December 2015, the Business Office will explore and implement a new tracking process for recording receipts (payments, donations, grants). **[New deadline: March 2016]**
- By December 2015, at least one IT staff member will become skilled in offering web-based development capability to leverage basic web application integration with KDL resources and data. **[New deadline: December 2016]**

## LEARNING

- By March 2015, programming staff will hold quarterly training sessions for new Information Services staff.
- By December 2016, KDL management will continue to improve public service through the Circulation and Information Best Practices model. Surveys will identify training needs for information staff (such as offering services and programs for senior citizens, materials advisory and technology literacy) while circulation managers will save customer service issues to determine emphasis for training. **[Ongoing]**
- By December 2016, the Business Office will survey each branch and department for training needs and implement a plan to deliver comprehensive training. **[Ongoing]**
- By December 2015, additional CollectionHQ training will be completed.
- By December 2016, the HR and Communications Departments will develop a brand for KDL's "Library2Library" training initiatives for outside libraries and organizations. **[Ongoing]**
- By December 2016, the HR Department will create an online learning library to promote the professional development of future staff. **[Ongoing]**
- By December 2015, patron services staff members will each attend at least one webinar and report on it at a monthly staff meeting. **[New deadline: December 2016]**
- By December 2015, all patron services staff members will attend at least one quarterly information services meeting.

- ☑ By December 2015, branch managers begin to explore the Harwood Institute Community Conversation methods to get community input on various issues. Activities will include a manager’s discussion of the Harwood Institute’s *The Work of Hope*, training at a management meeting and plans to begin implementing community conversations.

## TRUSTWORTHINESS

- ☐ By December 2016, the IT Department will implement a “read-only” interface of the help desk application which will allow KDL staff to track progress on support desk concerns. **[Ongoing]**
- ☐ By December 2015, all of KDL’s public financial information, meeting minutes and strategic plan progress will be available through KDL’s enhanced website in three clicks or less. **[New Deadline – Spring 2016]**
- ☐ By December of 2015, KDL management and staff in leadership roles will actively participate in training to promote behavior that encourages clear and transparent leadership. **[New deadline: December 2016]**
- ☑ By December 2015, the Fund Development Department will develop ways to ensure transparency of how donations directly benefit KDL programs and services.
- ☑ By December 2015, the patron services staff will create quarterly statistical reports regarding the amount and type of interactions in order to inform KDL staff and customers of the value of the department.
- ☑ By March 2016, the Collection Development Department will report on the patron requests received and how many were ordered/not ordered in 2015.

# Kent District Library Branches and Service Center



**ALPINE TOWNSHIP BRANCH**  
5255 Alpine Ave. NW  
Comstock Park, MI 49321



**KENTWOOD (RICHARD L. ROOT) BRANCH**  
4950 Breton SE  
Kentwood, MI 49508



**ALTO BRANCH**  
6071 Linfield Ave.  
Alto, MI 49302



**KRAUSE MEMORIAL BRANCH**  
140 E. Bridge St.  
Rockford, MI 49341



**BYRON TOWNSHIP BRANCH**  
8191 Byron Center Ave. SW  
Byron Center, MI 49315



**NELSON TOWNSHIP/ SAND LAKE BRANCH**  
88 Eighth St.  
Sand Lake, MI 49343



**CALEDONIA TOWNSHIP BRANCH**  
6260 92nd St. SE  
Caledonia, MI 49316



**PLAINFIELD TOWNSHIP BRANCH**  
2650 5-Mile Rd. NE  
Grand Rapids, MI 49525



**CASCADE TOWNSHIP BRANCH**  
2870 Jacksmith Ave. SE  
Grand Rapids, MI 49546



**SPENCER TOWNSHIP BRANCH**  
14960 Meddler Ave.  
Gowen, MI 49326



**COMSTOCK PARK BRANCH**  
3943 W. River Dr. NE  
Comstock Park, MI 49321



**TYRONE TOWNSHIP BRANCH**  
43 S. Main St.  
Kent City, MI 49330



**EAST GRAND RAPIDS BRANCH**  
746 Lakeside Dr. SE  
East Grand Rapids, MI 49506



**WALKER BRANCH**  
4293 Remembrance Rd. NW  
Walker, MI 49534



**ENGLEHARDT BRANCH**  
200 N. Monroe St.  
Lowell, MI 49331



**WYOMING BRANCH and the Library for the Blind and Physically Handicapped**  
3350 Michael Ave. SW  
Wyoming, MI 49509



**GAINES TOWNSHIP BRANCH**  
421 68th St. SE  
Grand Rapids, MI 49548



**SERVICE CENTER**  
814 West River Center NE  
Comstock Park, MI 49321



**GRANDVILLE BRANCH**  
4055 Maple St. SW  
Grandville, MI 49418

# Service Area

<p>TYRONE</p> <p>Village of KENT CITY</p> <p>Tyrone Township Branch ★</p>	<p>SOLON</p> <p>City of CEDAR SPRINGS ●</p>	<p>★ NELSON</p> <p>Nelson Township/ Sand Lake Branch</p>	<p>SPENCER</p> <p>★ Spencer Township Branch</p>
<p>SPARTA</p> <p>Village of SPARTA ●</p>	<p>ALGOMA</p>	<p>COURTLAND</p> <p>City of ROCKFORD</p> <p>★ Krause Memorial Branch</p>	<p>OAKFIELD</p>
<p>ALPINE</p> <p>★ Alpine Township Branch</p> <p>Comstock Park Branch ★</p>	<p>PLAINFIELD</p> <p>KDL Service Center ★</p> <p>Plainfield Township Branch ★</p>	<p>CANNON</p>	<p>GRATTAN</p>
<p>City of WALKER</p> <p>Walker Branch ★</p>	<p>City of GRAND RAPIDS</p>	<p>ADA</p> <p>City of EAST GRAND RAPIDS</p> <p>★ East Grand Rapids Branch</p>	<p>VERGENNES</p> <p>City of LOWELL</p>
<p>City of WYOMING</p> <p>Wyoming Branch ★ &amp; the Library for the Blind and Physically Handicapped</p> <p>★</p> <p>City of GRANDVILLE</p> <p>Grandville Branch</p>	<p>★ City of KENTWOOD</p> <p>Kentwood Branch</p>	<p>CASCADE</p> <p>★ Cascade Township Branch</p>	<p>Englehardt ★ Branch</p> <p>LOWELL</p>
<p>BYRON</p> <p>★ Byron Township Branch</p>	<p>GAINES</p> <p>★ Gaines Township Branch</p>	<p>CALEDONIA</p> <p>★ Caledonia Township Branch</p>	<p>★ BOWNE</p> <p>Alto Branch</p>

 Areas highlighted in grey are **outside** the KDL service area and include the City of Grand Rapids, City of Cedar Springs, Solon Township, Sparta Township, the Village of Sparta and the portion of Bowne and Caledonia townships within the Thornapple Kellogg school district.

# Governance and Organizational Structure

## BOARD OF TRUSTEES

The Kent District Library Board of Trustees is composed of eight members representing geographic regions of the KDL service area. Trustees must live in the region they represent. Board members are appointed for four-year terms by the Kent County Board of Commissioners based on recommendations from the eight regions. The KDL Board meets monthly. Major duties include establishing and maintaining a public library for Kent District Library, establishing library policies, employing the library director, adopting an annual budget, approving the expenditure of funds, entering into contracts and control of all KDL property.

Trustee	Area of Responsibility
Charles R. Myers, Chair	<b>Region 4:</b> City of Lowell, and Bowne, Lowell and Vergennes Townships
Vickie Hoekstra, Vice Chair	<b>Region 8:</b> City of Wyoming
Penny Weller, Treasurer	<b>Region 3:</b> City of Walker, and Plainfield and Alpine Townships
Carol Simpson, Secretary	<b>Region 1:</b> Spencer, Tyrone, Nelson and Oakfield Townships
Shirley Bruursema, Trustee	<b>Region 6:</b> City of Kentwood, and Gaines and Caledonia Townships
Lee Cook, Trustee	<b>Region 7:</b> City of Grandville and Byron Township
Scott Garrison, Trustee	<b>Region 2:</b> City of Rockford, and Cannon, Algoma, Courtland and Grattan Townships
Craig Wilson, Trustee	<b>Region 5:</b> City of East Grand Rapids, and Cascade, Ada and Grand Rapids Townships



Charles R. Myers,  
Chair



Vickie Hoekstra,  
Vice Chair



Penny Weller,  
Treasurer



Carol Simpson,  
Secretary



Shirley Bruursema,  
Trustee



Lee Cook,  
Trustee



Scott Garrison,  
Trustee



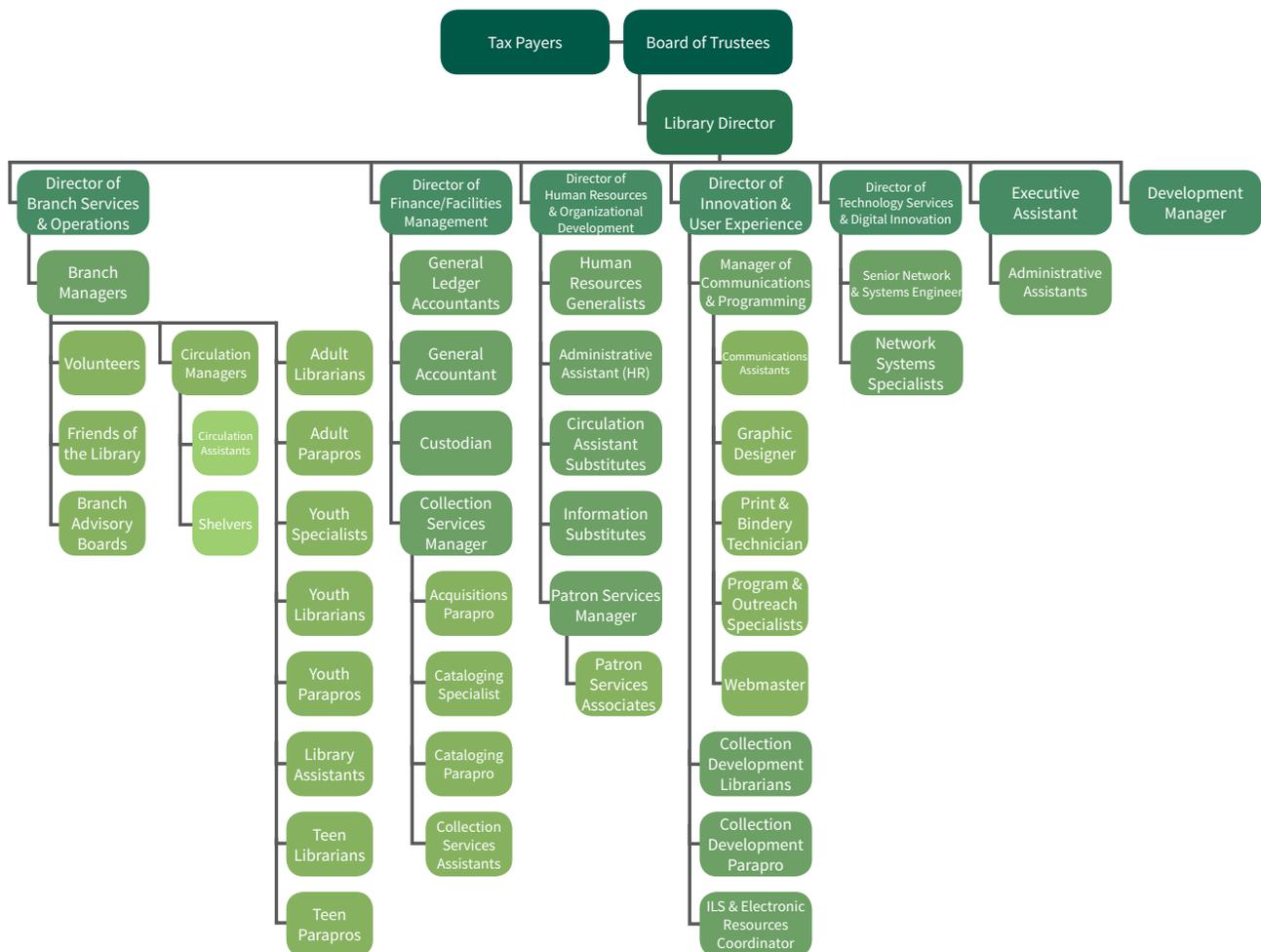
Craig Wilson,  
Trustee

## LEADERSHIP TEAM

The Kent District Library leadership team leads the staff in support of KDL's strategic plan, coordinates organizational functions and facilitates communication. Members of the leadership team are:

Position	Name
Library Director	Lance Werner
Director of Innovation and User Experience	Michelle Boisvenue-Fox
Director of Branch Services and Operations [Interim]	Craig Buno
Director of Finance	Sherry Bava
Director of Human Resources & Organizational Development	Brian Mortimore
Director of Information and Technology [Interim]	Kurt Stevens

## KENT DISTRICT LIBRARY ORGANIZATIONAL CHART



## FUND DEVELOPMENT BOARD

Kent District Library's development board is composed of community leaders who have a passion for libraries. Development board members support the mission, vision and values of Kent District Library, and act responsibly and prudently as stewards of KDL. These members work tirelessly to raise private donations that support programming, collections and special projects that enhance the library experience for all community members.



**Marcia Bennett Boyce**  
Miller Johnson



**Linda Jo Carron**  
Knape & Vogt



**Scott Ellison**  
Chemical Bank  
Library Board of Trustees



**Maureen Fitzgerald Penn**  
Penn & Ink  
Communications, Inc.



**Jamie Junod**  
Stifel Nicolaus &  
Company Inc.



**Jim Komondy**  
Law, Weathers &  
Richardson



**Charles Myers**  
Kent District Library  
Board of Trustees



**Heather Ross**  
ddm marketing



**John Schuring**  
Dickinson Wright



**Penny Weller**  
Kent District Library  
Board of Trustees



**Sherrie Willson**  
Steelcase Inc.

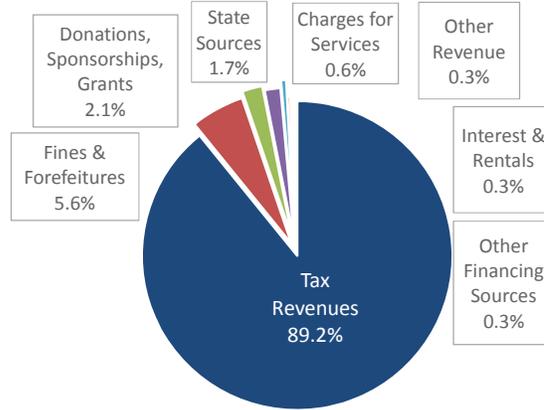


**Robert Younger**  
Zaner Bloser

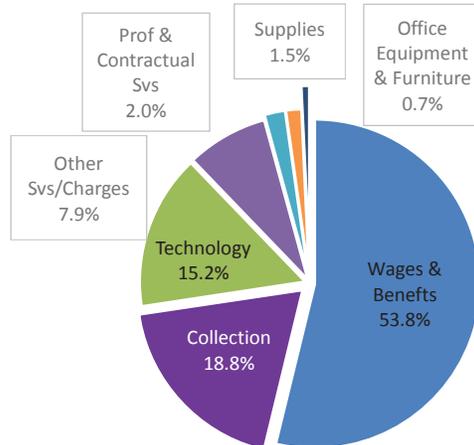
# 2015 Summary of Financial Information

## KENT DISTRICT LIBRARY 2015 SUMMARY FINANCIAL INFORMATION GENERAL FUND

REVENUE	
Tax Revenues - Millage (1.28mills)	19,731,194
Fines & Forefeitures	1,240,239
Donations, Sponsorships, Grants	470,925
State Sources	368,566
Charges for Services	125,995
Other Revenue	66,787
Interest & Rentals	59,411
Other Financing Sources	58,943
<b>TOTAL REVENUES</b>	<b>\$ 22,122,060</b>



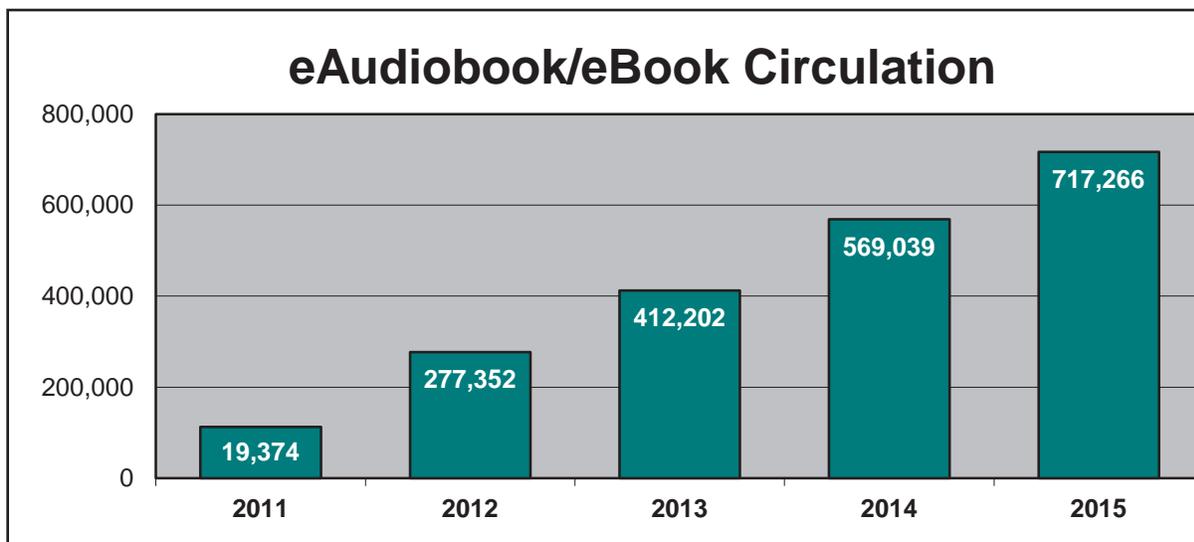
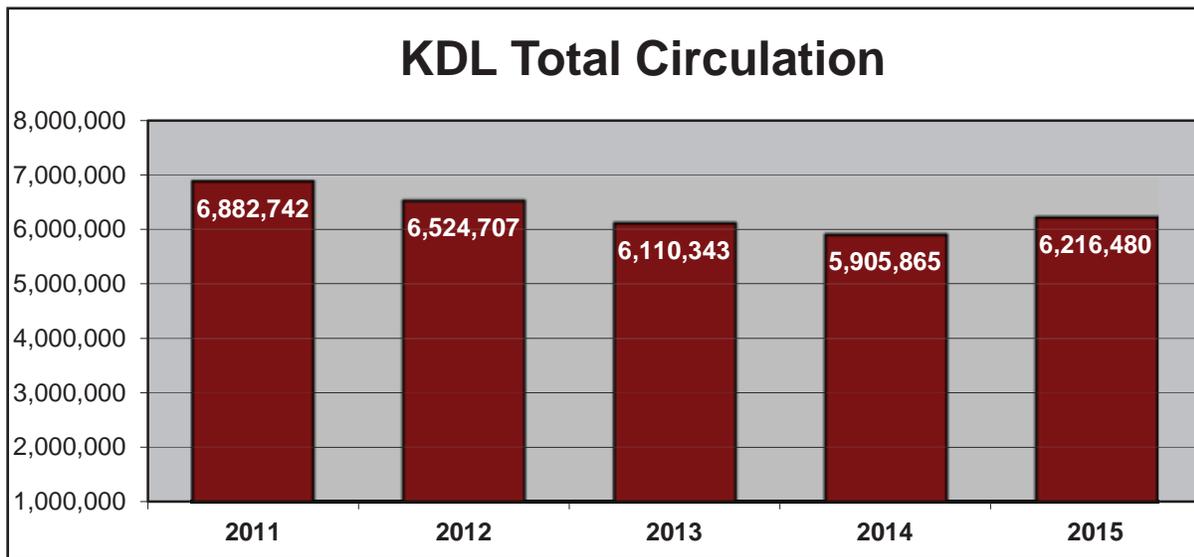
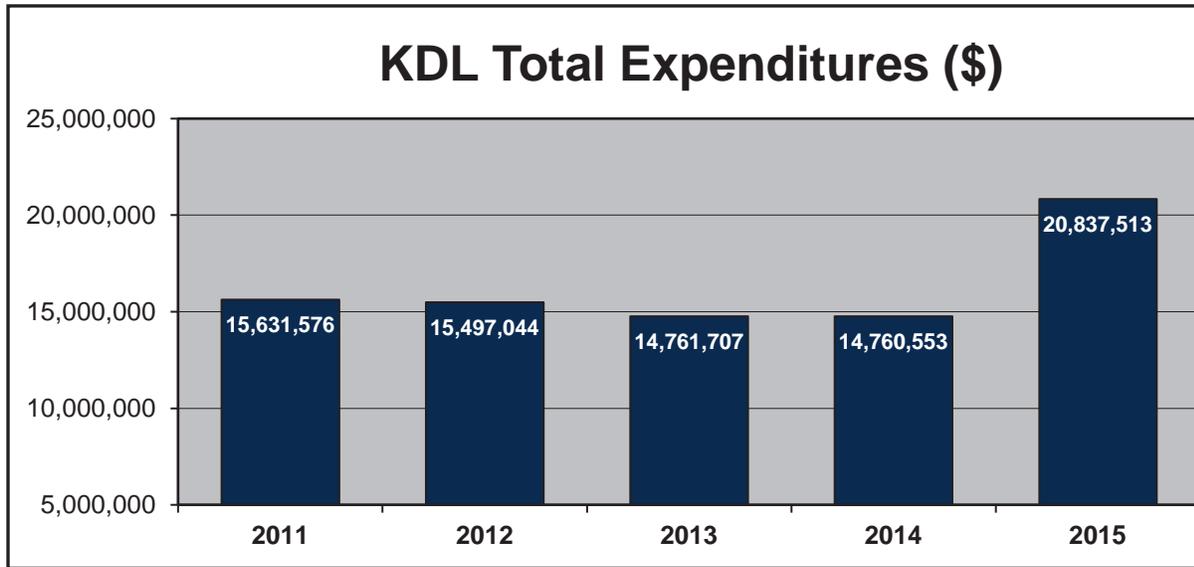
EXPENDITURES	
Wages & Benefits	11,206,039
Books & Materials	3,924,316
Technology (all expenses related to)	3,173,582
Other Svs/Charges	1,651,961
Professional & Contractual Services	416,506
Supplies	310,565
Office Equipment & Furniture	154,545
<b>TOTAL EXPENDITURES</b>	<b>\$ 20,837,513</b>



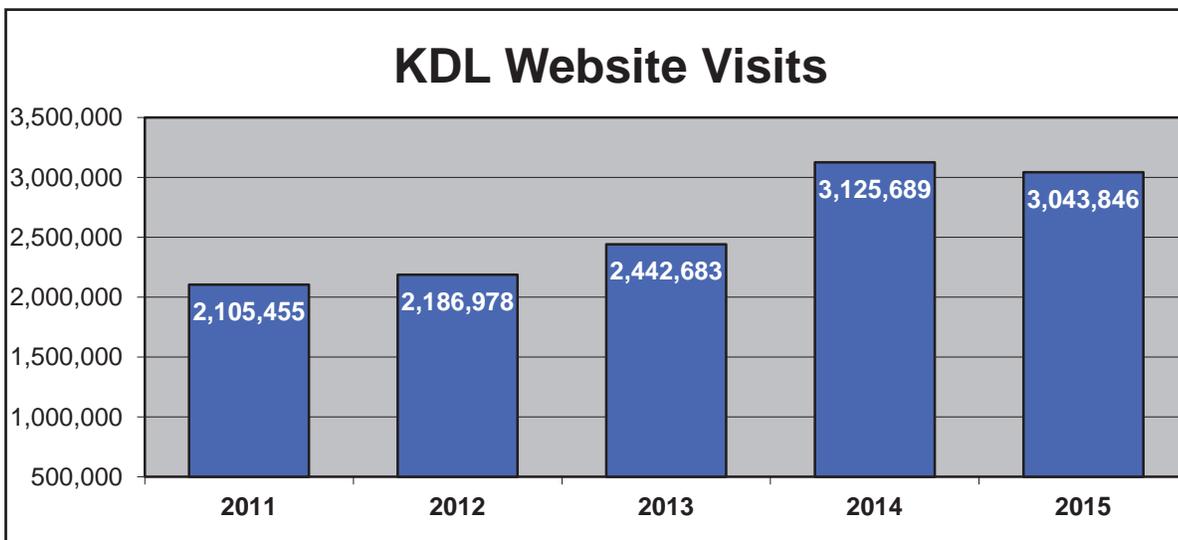
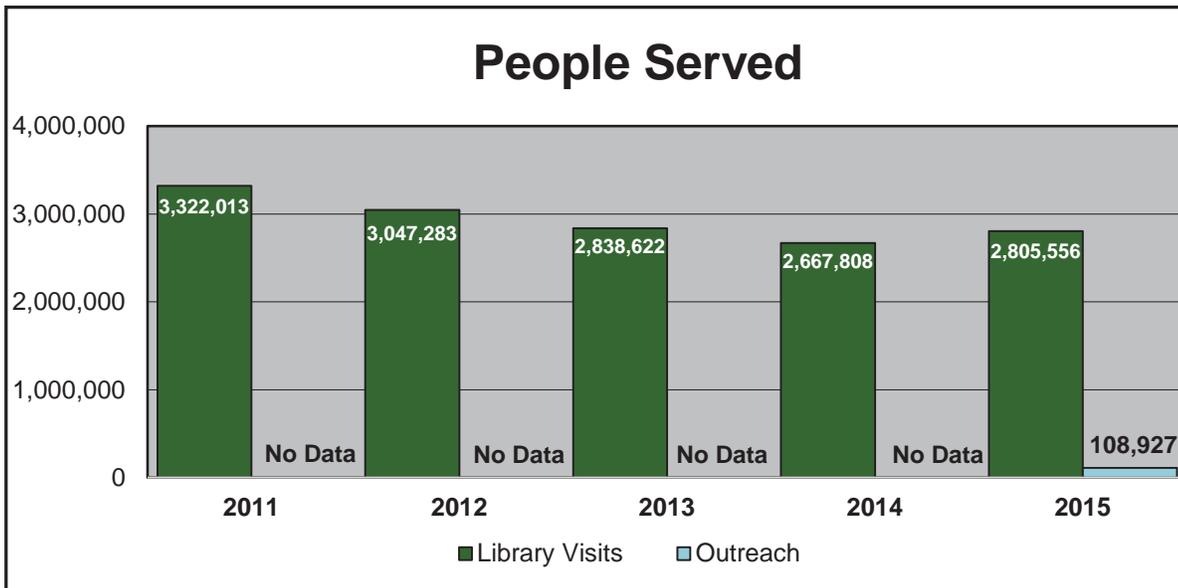
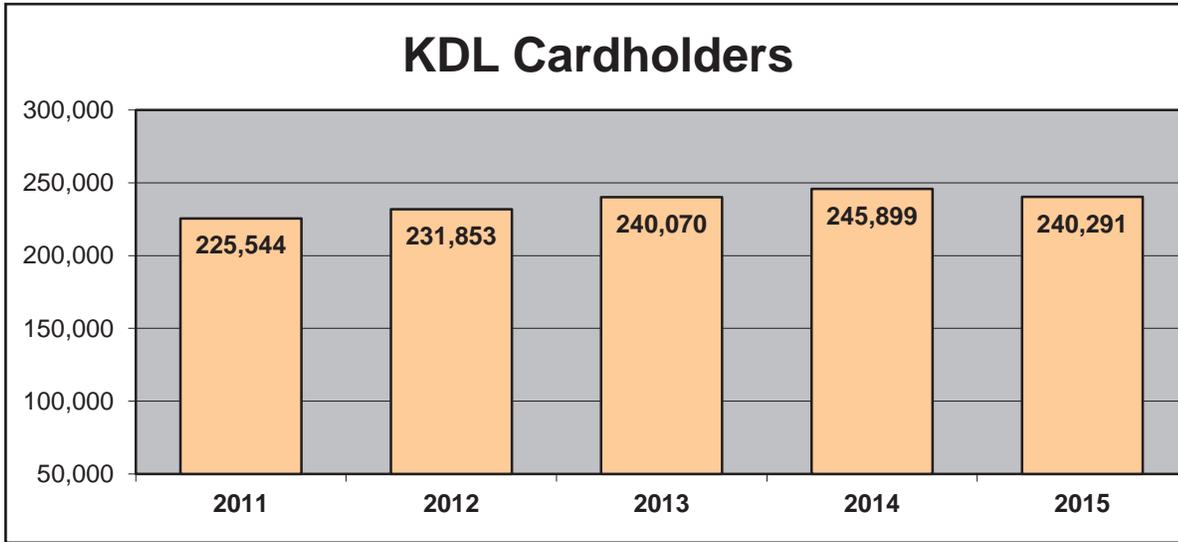
Total Fund Balance 2015	5,476,642
Fund Balance - Unspendable (Prepays)	(164,831)
Fund Balance - Assigned	(233,851)
Fund Balance - Restricted by Contributors	(53,868)
Fund Balance - Board Committed - Capital Projects	(815,300)
<b>TOTAL UNDESIGNATED FUND BALANCE</b>	<b>\$4,208,792</b>

The above numbers have been derived from the 2015 Financial Statements. Complete audited Annual Financial Statements will be available after June 2016.

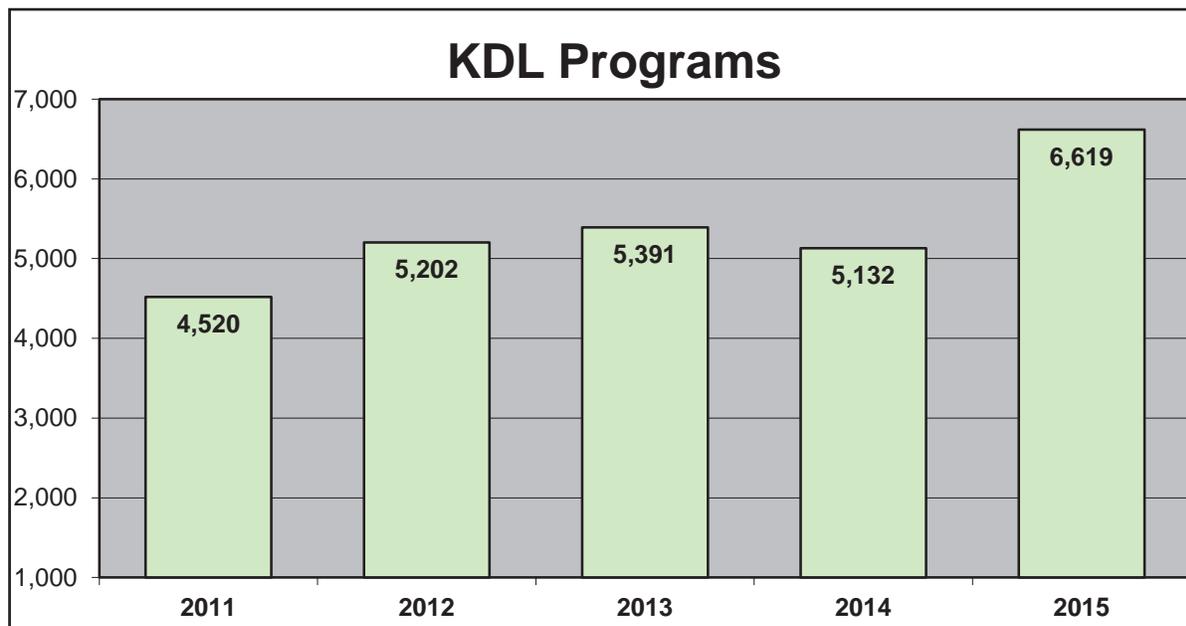
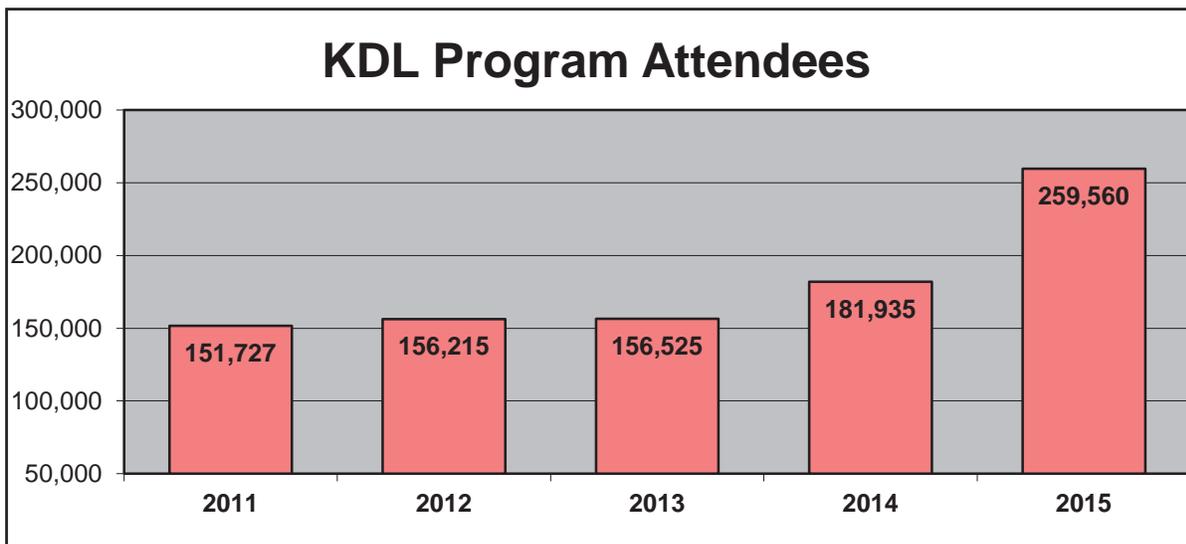
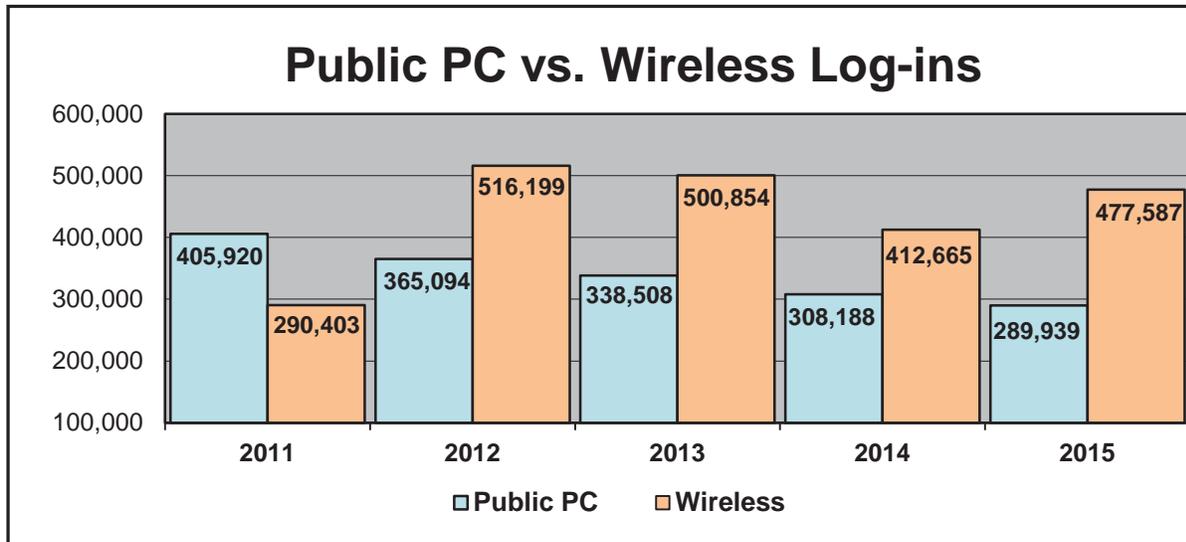
# 2015 Statistical Trends



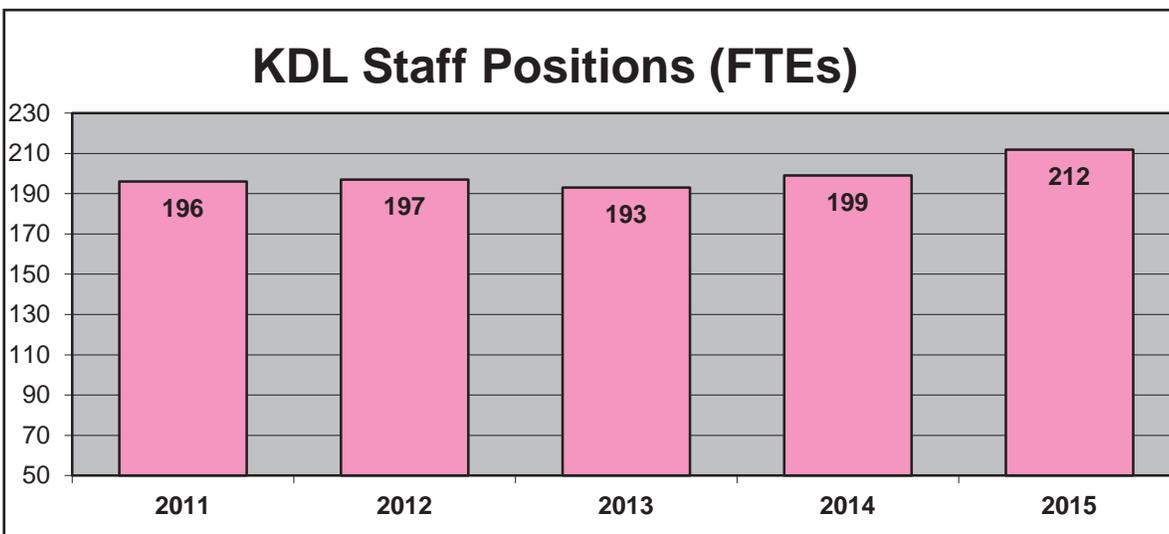
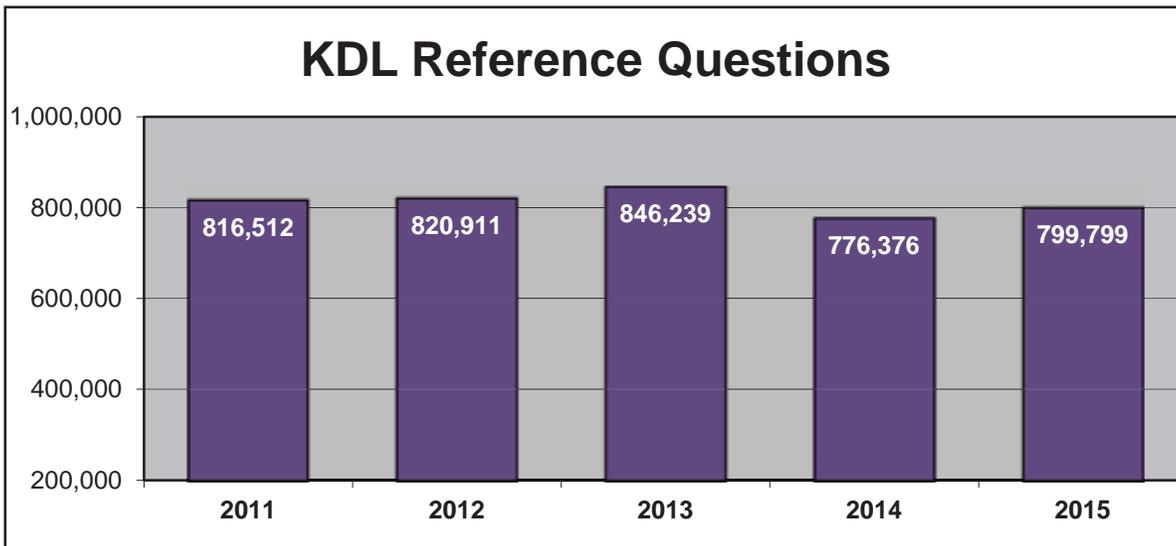
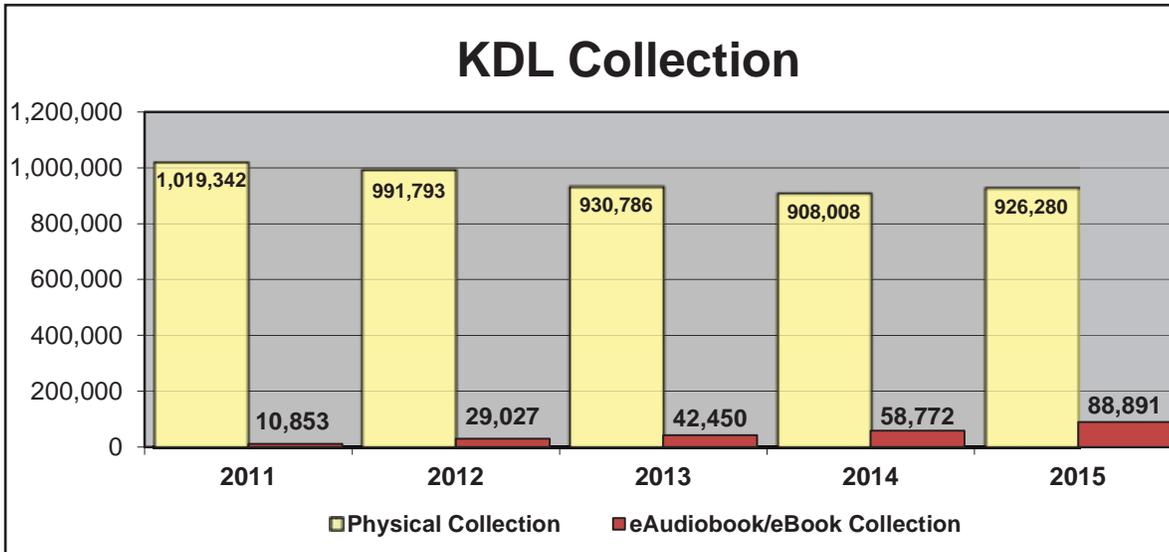
# 2015 Statistical Trends (cont.)



## 2015 Statistical Trends (cont.)



## 2015 Statistical Trends (cont.)



# 2015 Statistical Information

## Circulation

Adult fiction	700,970	
Express books	153,839	
Juvenile fiction	1,507,631	
Teen fiction	220,676	
Reference	7,793	
Adult non-fiction	441,732	
Juvenile non-fiction	269,152	
Teen non-fiction	10,162	
Periodicals	100,337	
Large print	65,038	
CD-ROMs	58	
Audiobooks	191,602	
DVDs and Blu-ray	1,115,247	
Music CDs	182,059	
Video games	43,472	
Kits	9,834	
Braille items	379	
LBPH (Library for the Blind and Physically Handicapped)	69,837	
Miscellaneous	4,312	
Interloans (Jan. - Sept.)	20,709	
MeLCat	8,941	
Digital Downloads	eAudiobooks	170,649
	eBooks	546,617
	eMagazines	31,227
	eMovies	15,042
	eMusic	333,824
<b>Total Circulation</b>	<b>6,216,480</b>	

## Collection

Number of books	734,193
Number of periodicals	30,190
Number of audio (audiobooks and music CDs)	80,984
Number of videos (DVDs and Blu-ray)	73,263
Number of video games	5,799
Number of CD-ROMs (no longer purchasing)	37
Number of kits	261
Number of Braille items	305
Number of miscellaneous items	1,248
<b>Total physical items in the library collection at year-end</b>	<b>926,280</b>

## Collection (continued)

Number of electronic audiobooks (eAudiobooks)	19,346
Number of electronic books (eBooks)	69,545
<b>Total digital items in the library collection at year-end</b>	<b>88,891</b>
Number of subscriptions	1,874
Number of licensed databases – Local	25
Number of licensed databases – State	44
<b>Number of licensed databases – Total</b>	<b>69</b>

## Human Resources

Number of MLS librarians	67
Full-time equivalent of MLS librarians	59.325
Number of non-MLS librarians	2
Full-time equivalent of non-MLS librarians	2
Number of other paid staff	229
Full-time equivalent of other paid staff	150.525
Total number of staff	298
Total full-time equivalents (FTEs)	211.85
Total hours per week worked by MLS librarians	2,373
Total hours per week worked by all staff	8,474
Staff training hours	5,727

## Inter-Library Loan (ILL) & Reciprocal Borrowing

ILL items borrowed by KDL patrons from other libraries	76,378
ILL items loaned by KDL to patrons from other libraries	20,709
MeLCat items borrowed by KDL from other libraries	8,941
MeLCat items loaned by KDL to other libraries	4,284
Items reciprocally borrowed by KDL patrons at other libraries	*54,979
Items reciprocally borrowed by patrons from other libraries at KDL	767,113

\*Statistics were not available for items borrowed from GRPL by KDL patrons.

## Library for the Blind and Physically Handicapped (LBPH)

Number of registered patrons	1,029
Total circulation	66,424

# 2015 Statistical Information (cont.)

## Patron Services: Centralized Phone Center

Telephone calls received		67,389	
Percentage of calls handled (i.e., not transferred to branch staff)		86%	
Calls (by type)	Type	Total Calls	% of Total
	Circulation	25,142	37%
	Directional	3,797	6%
	Program Registration	2,411	4%
	Reference	26,371	39%
	Transfers to Branch Staff	9,668	14%

## Programs

Type	# of Events	# of Participants
Private programs (tours, workshops, etc.)	1,674	117,259
Programs for young children	2,460	74,551
Programs for school age children	348	8,982
Programs for teens	340	7,041
Programs for adults	1,062	12,188
Programs for all ages	735	39,539
<b>Total</b>	<b>6,619</b>	<b>259,560</b>

## Summer Reading Program

Participants (based on age)	Total
Youth (birth - Grade 5)	20,588
Teen (grades 6-12)	6,238
Adult (18 and up)	6,443
<b>Total</b>	<b>33,269</b>
Completers	Total
Babies (0-24 months)	764
Pre-Readers (2-3 years)	1,248
Youth (4 years - grade 5)	6,746
<b>Total</b>	<b>8,758</b>

## Technology

Number of computers for staff	242
Number of computers for public	326
Number of patron log-ins to public computers	289,939
Number of patron log-ins to wireless network	477,587
Number of self check-out units	41
Number of self check-in units	11
Most concurrent patrons using the wireless network	630
Most concurrent patrons using the wireless network	580

## Volunteers

Number of Volunteers		Total
Adults	276	684
Teens (Summer Reading Program)	408	
Volunteer Hours		Total
Adults	2,897	9,769
Teens (Summer Reading Program)	6,872	

## Website

Number of visits (includes mobile website visits)	3,043,846
Average visits per day	8,339
Number of visits to KDL's eBook/eAudiobook site	7,381,778
Number of visits to What's Next?: Books in Series site	2,529,623
Number of visits to KDL databases	104,413
Number of Ask KDL questions answered	532
Number of Personalized Picks lists created	199
Number of KDL Blog Posts	281
Number of KDL Blog Comments	238

## Annual Counts

Library visits	2,805,556
Outreach Attendance	107,546
Population of service area (2010 U.S. Census)	395,660
Cardholders (library registrations)	240,291
Information requests/computer assistance	799,799
Total annual open hours	50,044
Total weekly public service hours	62

# 2015 Statistical Information (cont.)

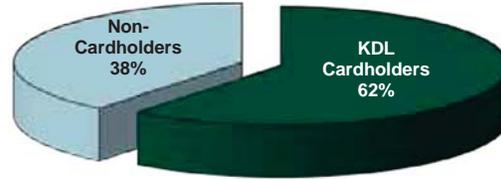
## Per Capita Measures

Circulation per capita	14.9	
Circulation per registered borrower	24.0	
Collection turnover rate (i.e., circulation/collection)	6.1	
Expenditure per capita	\$37.50	
Express check-out as a percentage of total customer check-out	86.5%	
Holdings per capita	2.4	
Program attendance per capita	.66	
Public internet use per capita (PC & wireless log-ins)	1.94	
Reference transactions per capita	2.0	
Registration as a percentage of population	62%	
Visits per capita	<b>In Person</b>	<b>Virtual (Website)</b>
	<b>6.7</b>	<b>7.9</b>

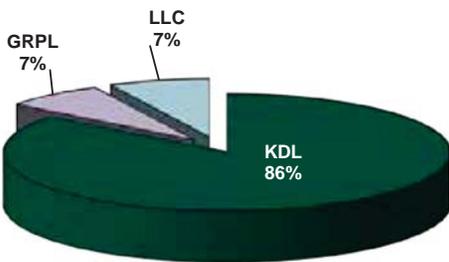
### KENT DISTRICT LIBRARY FACTS

**Library Director:** Lance Werner  
**Population of Service Area:** 395,660  
**Physical Collection Size:** 926,280  
**Digital Collection Size:** 88,891  
**Public Computers:** 326  
**Staff:** 212 FTEs  
**Open Hours:** 998 hrs/wk

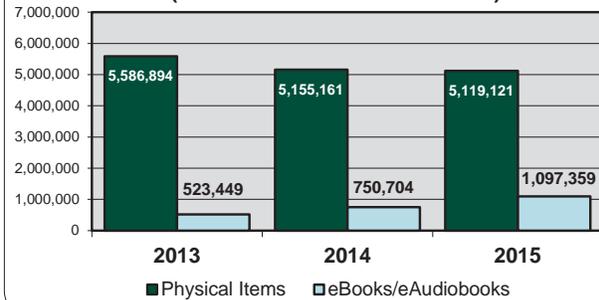
### PERCENTAGE OF POPULATION WITH A LIBRARY CARD



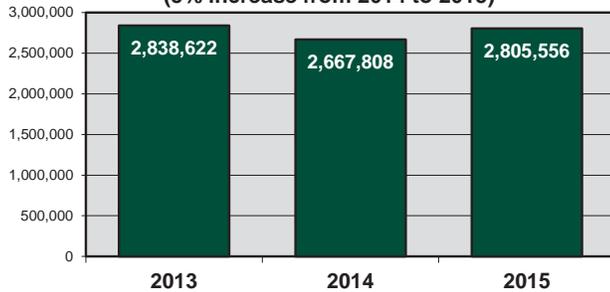
### BRANCH CHECK-OUTS BY RESIDENT



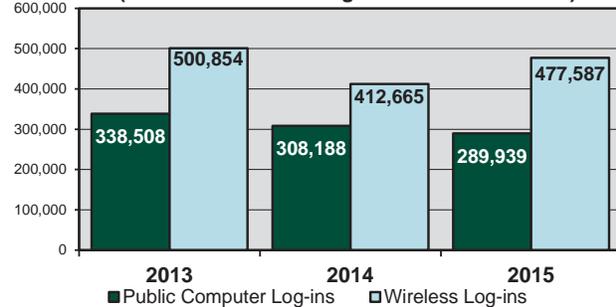
### TOTAL ITEMS CHECKED-OUT (5% increase from 2014 to 2015)



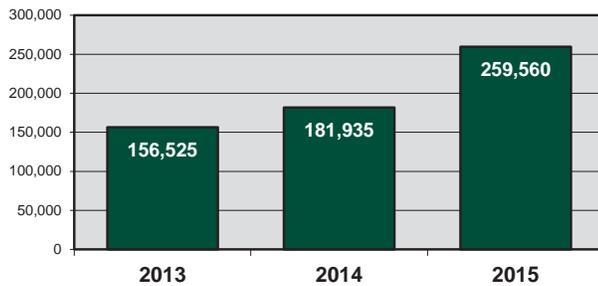
### TOTAL PEOPLE SERVED (5% increase from 2014 to 2015)



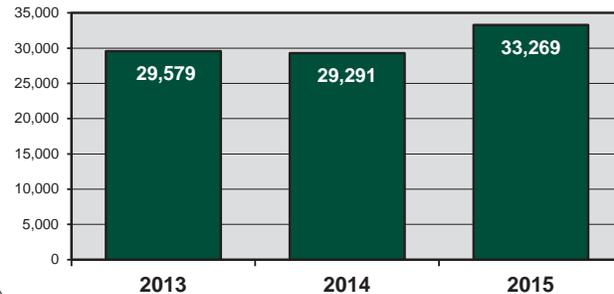
### TOTAL BRANCH COMPUTER LOG-INS (6% increase in total log-ins from 2014 to 2015)



### TOTAL PROGRAM ATTENDANCE (43% increase from 2014 to 2015)



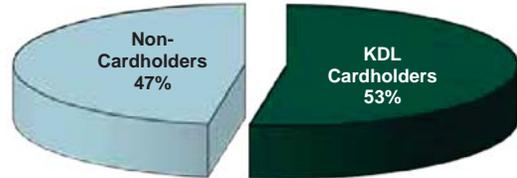
### TOTAL SUMMER READING PARTICIPANTS (14% increase from 2014 to 2015)



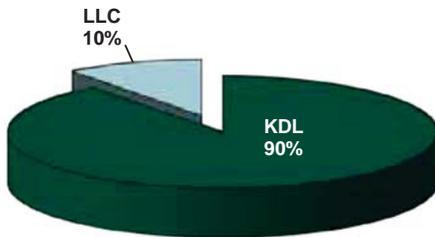
**BRANCH FACTS**

**Branch Manager:** Shaunna Martz  
**Population of Service Area:** 13,336  
**Building Size:** 4,862 square feet  
**Public Computers:** 9  
**Staff:** 3.0 FTEs  
**Open Hours:** 40 hrs/wk

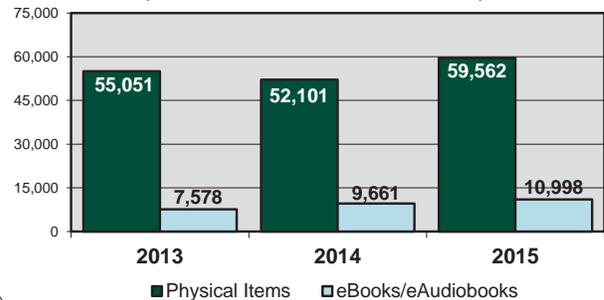
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



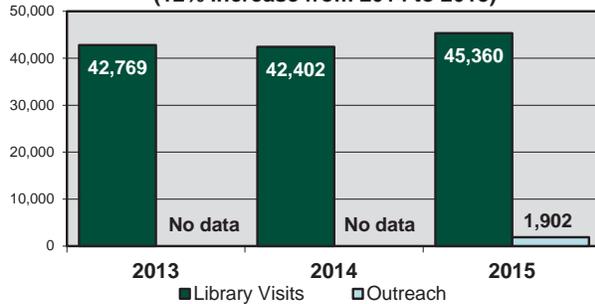
**BRANCH CHECK-OUTS BY RESIDENT**



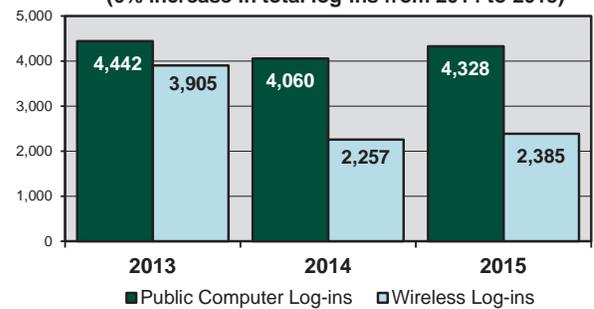
**TOTAL ITEMS CHECKED-OUT**  
 (14% increase from 2014 to 2015)



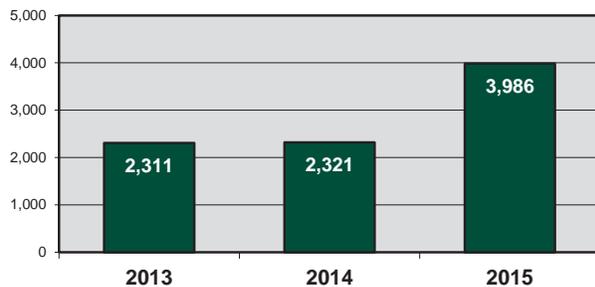
**TOTAL PEOPLE SERVED**  
 (12% increase from 2014 to 2015)



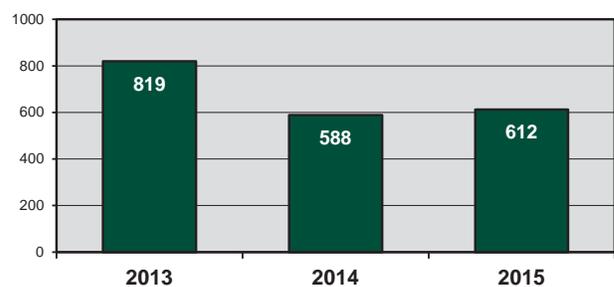
**TOTAL BRANCH COMPUTER LOG-INS**  
 (6% increase in total log-ins from 2014 to 2015)



**TOTAL PROGRAM ATTENDANCE**  
 (72% increase from 2014 to 2015)



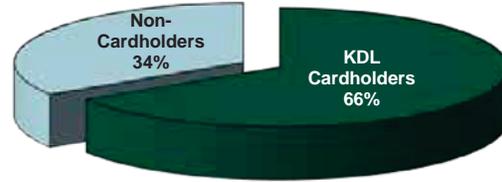
**TOTAL SUMMER READING PARTICIPANTS**  
 (4% increase from 2014 to 2015)



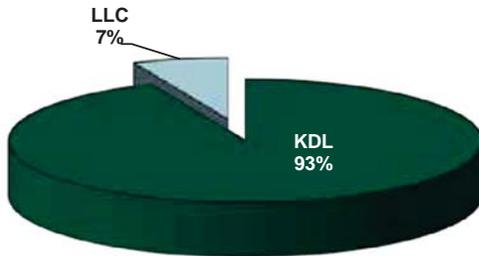
**BRANCH FACTS**

**Branch Manager:** Sandy Graham  
**Population of Service Area:** 2,793  
**Building Size:** 5,795 square feet  
**Public Computers:** 6  
**Staff:** 2.75 FTEs  
**Open Hours:** 37.5 hrs/wk

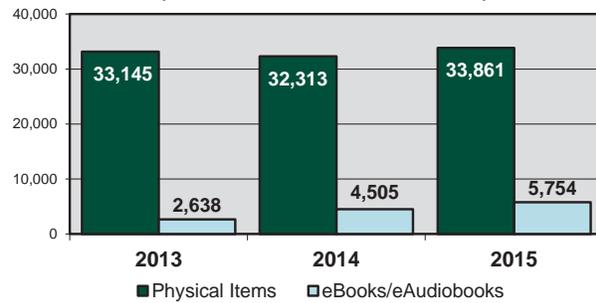
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



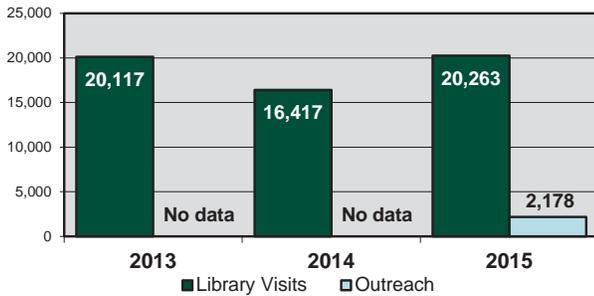
**BRANCH CHECK-OUTS BY RESIDENT**



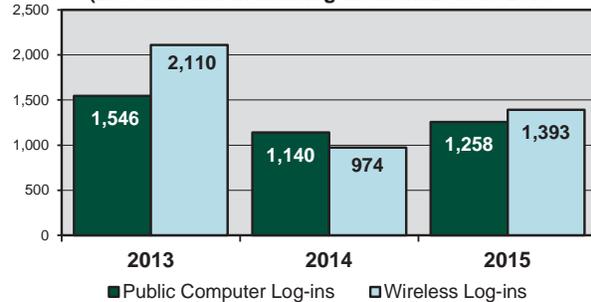
**TOTAL ITEMS CHECKED-OUT**  
(8% increase from 2014 to 2015)



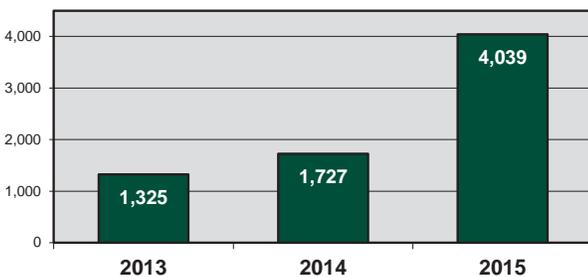
**TOTAL PEOPLE SERVED**  
(37% increase from 2014 to 2015)



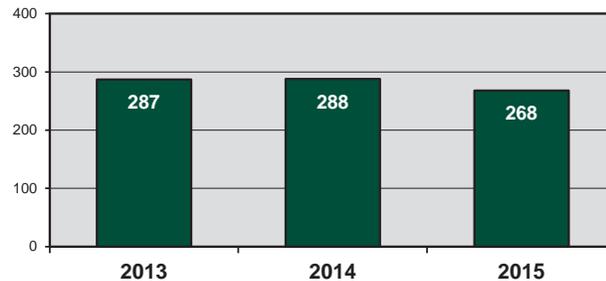
**TOTAL BRANCH COMPUTER LOG-INS**  
(25% increase in total log-ins from 2014 to 2015)



**TOTAL PROGRAM ATTENDANCE**  
(134% increase from 2014 to 2015)



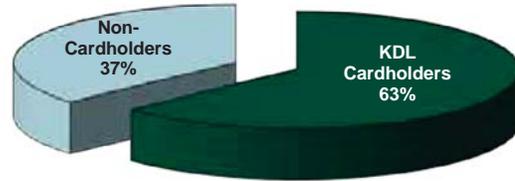
**TOTAL SUMMER READING PARTICIPANTS**  
(7% decrease from 2014 to 2015)



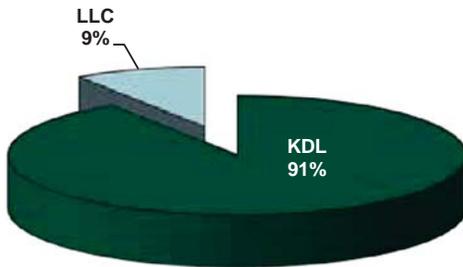
**BRANCH FACTS**

**Branch Manager:** Eric DeHaan  
**Population of Service Area:** 20,317  
**Building Size:** 13,600 square feet  
**Public Computers:** 11  
**Staff:** 7.95 FTEs  
**Open Hours:** 54.5 hrs/wk

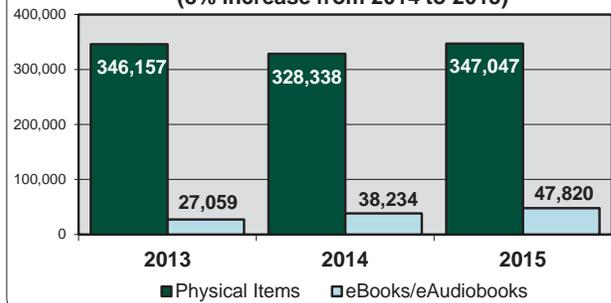
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



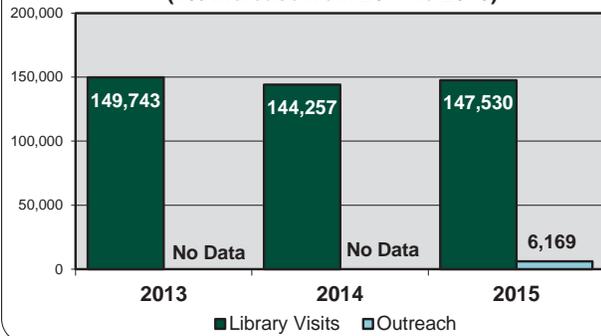
**BRANCH CHECK-OUTS BY RESIDENT**



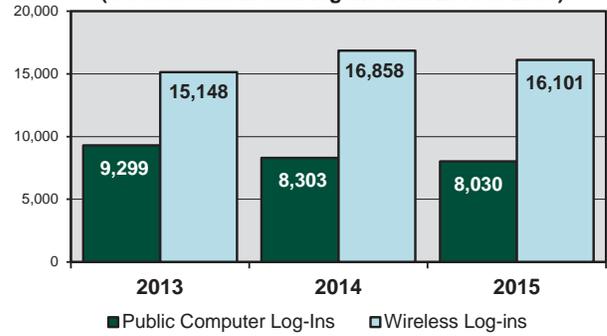
**TOTAL ITEMS CHECKED-OUT**  
 (8% increase from 2014 to 2015)



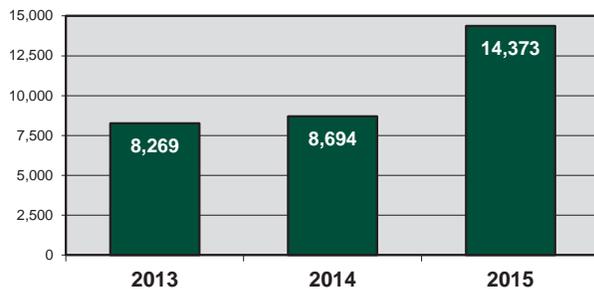
**TOTAL PEOPLE SERVED**  
 (7% increase from 2014 to 2015)



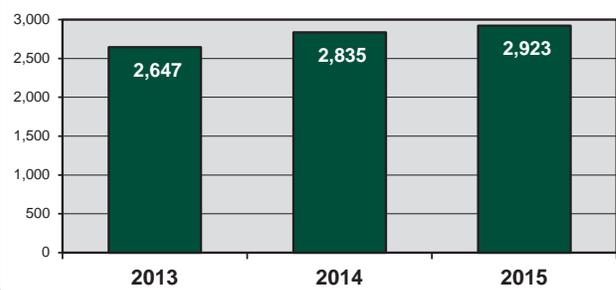
**TOTAL BRANCH COMPUTER LOG-INS**  
 (4% decrease in total log-ins from 2014 to 2015)



**TOTAL PROGRAM ATTENDANCE**  
 (65% increase from 2014 to 2015)



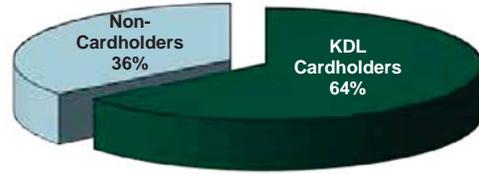
**TOTAL SUMMER READING PARTICIPANTS**  
 (3% increase from 2014 to 2015)



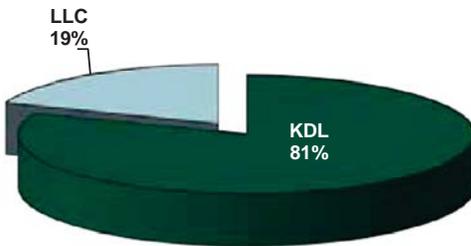
**BRANCH FACTS**

**Branch Manager:** Liz Guarino-Kozlowicz  
**Population of Service Area:** 12,294  
**Building Size:** 15,464 square feet  
**Public Computers:** 17  
**Staff:** 6.5 FTEs  
**Open Hours:** 49 hrs/wk

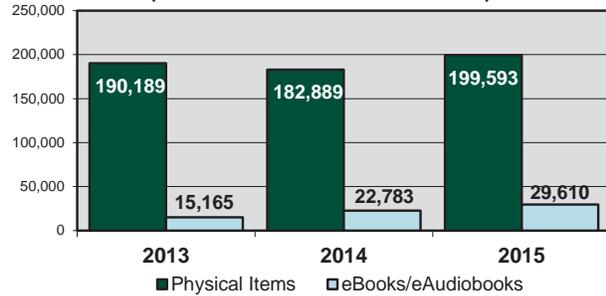
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



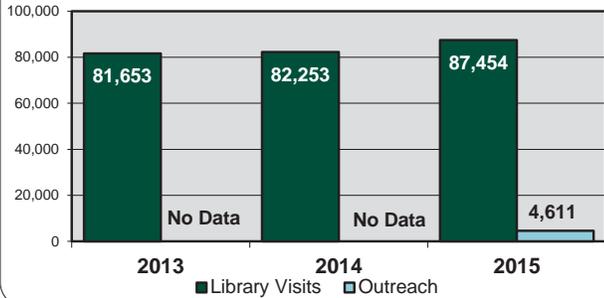
**BRANCH CHECK-OUTS BY RESIDENT**



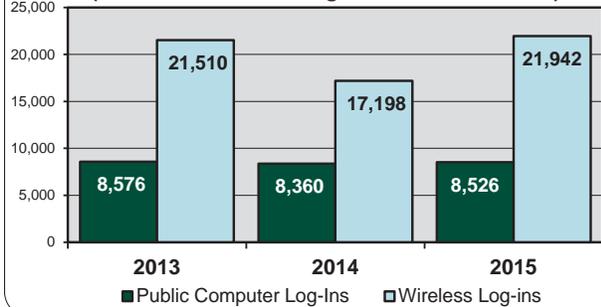
**TOTAL ITEMS CHECKED-OUT (11% increase from 2014 to 2015)**



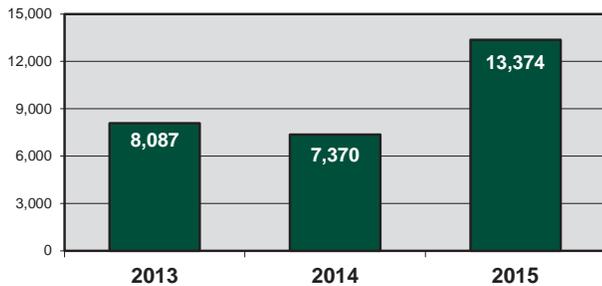
**TOTAL PEOPLE SERVED (12% increase from 2014 to 2015)**



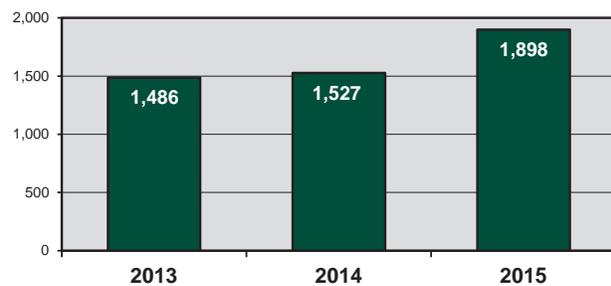
**TOTAL BRANCH COMPUTER LOG-INS (19% increase in total log-ins from 2014 to 2015)**



**TOTAL PROGRAM ATTENDANCE (81% increase from 2014 to 2015)**



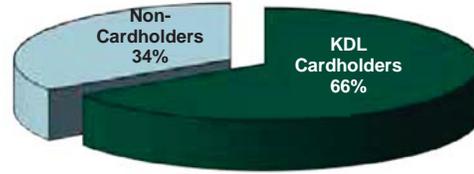
**TOTAL SUMMER READING PARTICIPANTS (24% increase from 2014 to 2015)**



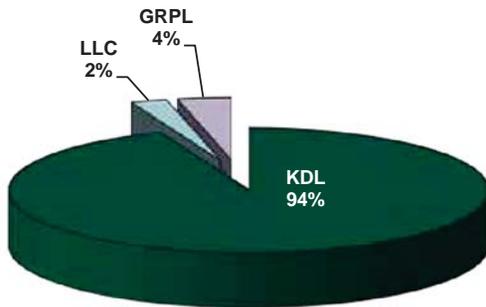
**BRANCH FACTS**

**Branch Manager:** Diane Cutler  
**Population of Service Area:** 17,134  
**Building Size:** 21,913 square feet  
**Public Computers:** 20  
**Staff:** 15.825 FTEs  
**Open Hours:** 62 hrs/wk

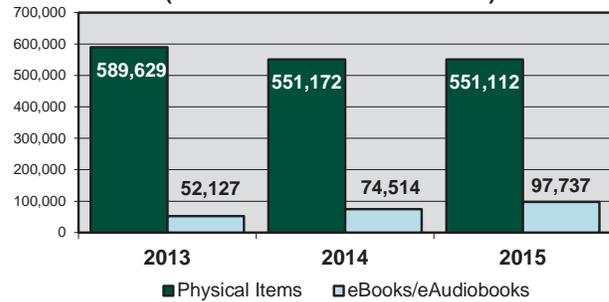
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



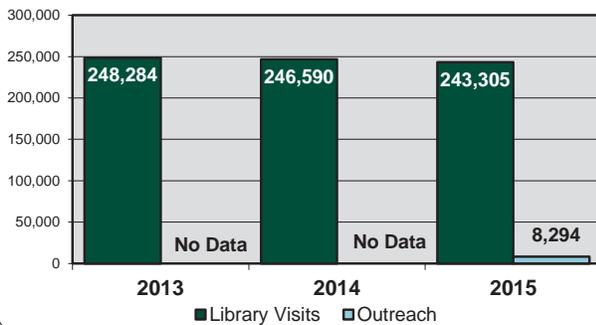
**BRANCH CHECK-OUTS BY RESIDENT**



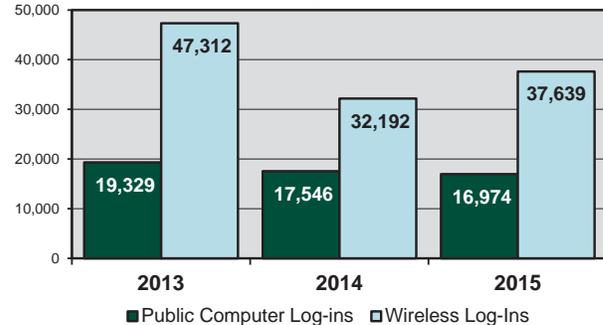
**TOTAL ITEMS CHECKED-OUT (4% increase from 2014 to 2015)**



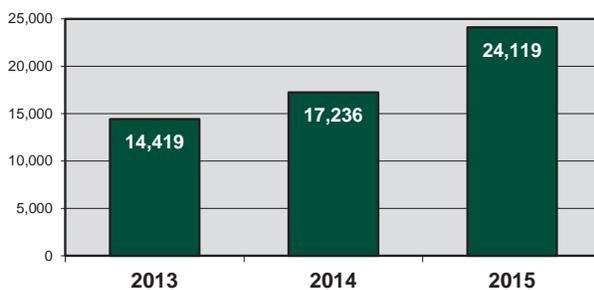
**TOTAL PEOPLE SERVED (2% increase from 2014 to 2015)**



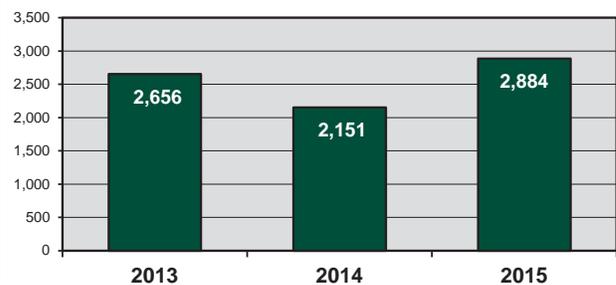
**TOTAL BRANCH COMPUTER LOG-INS (8% increase in total log-ins from 2014 to 2015)**



**TOTAL PROGRAM ATTENDANCE (40% increase from 2014 to 2015)**



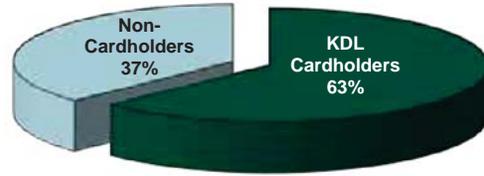
**TOTAL SUMMER READING PARTICIPANTS (34% increase from 2014 to 2015)**



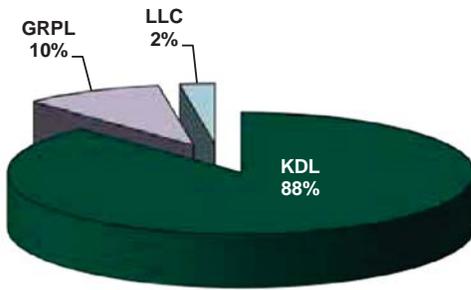
**BRANCH FACTS**

**Branch Manager:** Nancy Mulder  
**Pop. of Service Area:** 30,952 (Plainfield Twp.)  
**Building Size:** 4,095 square feet  
**Public Computers:** 8  
**Staff:** 4.675 FTEs  
**Open Hours:** 45.5 hrs/wk

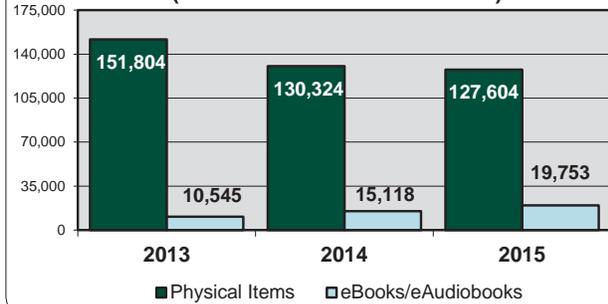
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



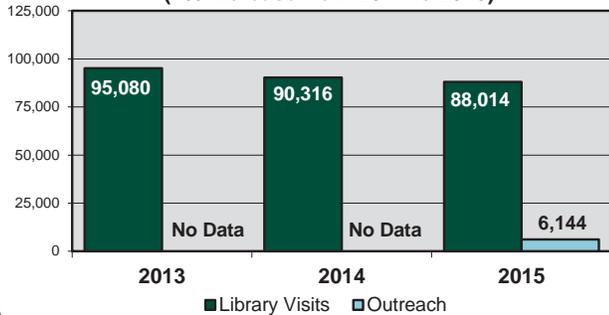
**BRANCH CHECK-OUTS BY RESIDENT**



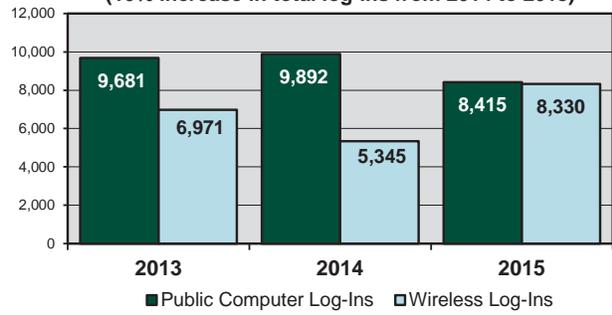
**TOTAL ITEMS CHECKED-OUT (1% increase from 2014 to 2015)**



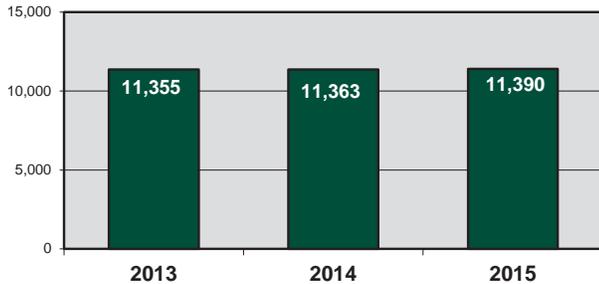
**TOTAL PEOPLE SERVED (4% increase from 2014 to 2015)**



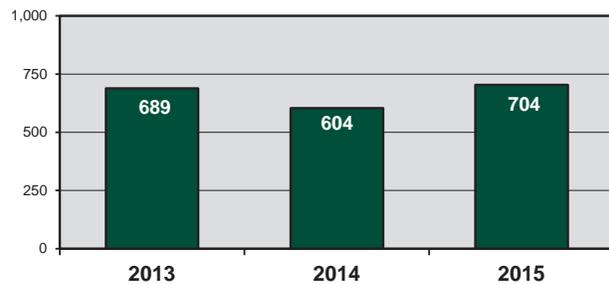
**TOTAL BRANCH COMPUTER LOG-INS (10% increase in total log-ins from 2014 to 2015)**



**TOTAL PROGRAM ATTENDANCE (0% increase from 2014 to 2015)**



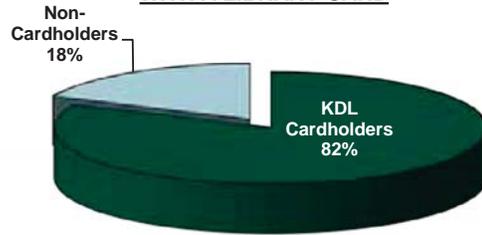
**TOTAL SUMMER READING PARTICIPANTS (17% increase from 2014 to 2015)**



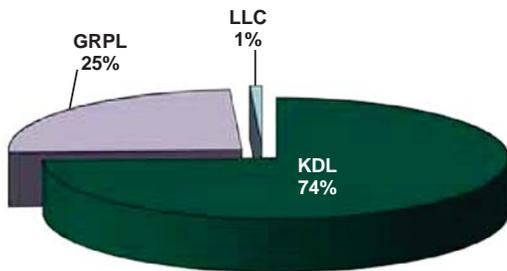
**BRANCH FACTS**

**Branch Manager:** Dawn Lewis  
**Population of Service Area:** 10,694  
**Building Size:** 26,950 square feet  
**Public Computers:** 20  
**Staff:** 13.65 FTEs  
**Open Hours:** 62 hrs/wk

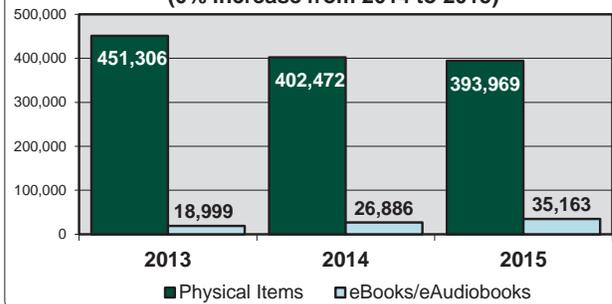
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



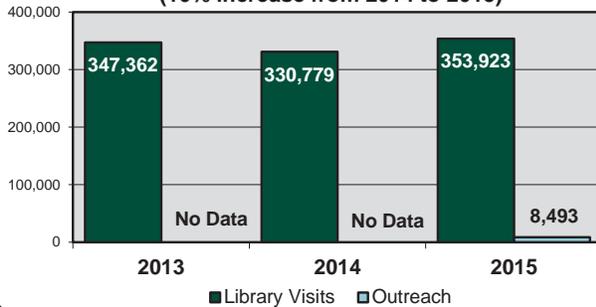
**BRANCH CHECK-OUTS BY RESIDENT**



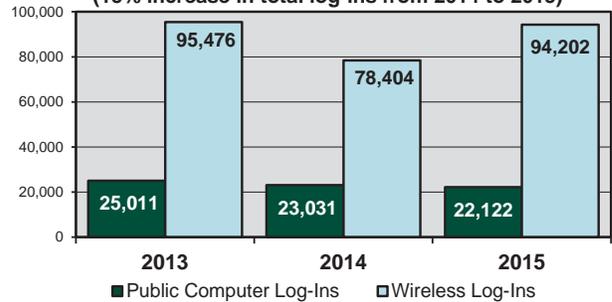
**TOTAL ITEMS CHECKED-OUT (0% increase from 2014 to 2015)**



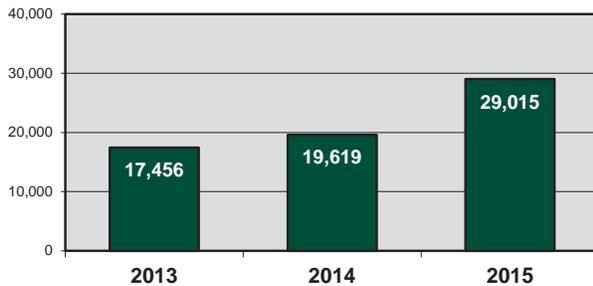
**TOTAL PEOPLE SERVED (10% increase from 2014 to 2015)**



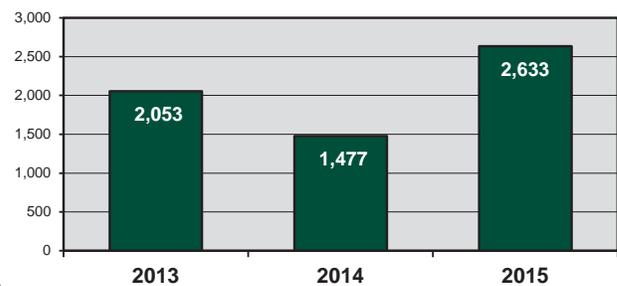
**TOTAL BRANCH COMPUTER LOG-INS (15% increase in total log-ins from 2014 to 2015)**



**TOTAL PROGRAM ATTENDANCE (48% increase from 2014 to 2015)**



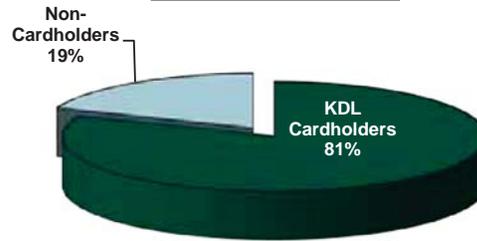
**TOTAL SUMMER READING PARTICIPANTS (78% increase from 2014 to 2015)**



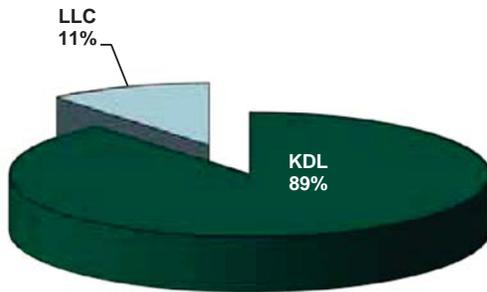
**BRANCH FACTS**

**Branch Manager:** Josh Bernstein (Jan-Jun)  
Heather Wood-Gramza (Jul-Dec)  
**Pop. of Service Area:** 3,783 (City of Lowell)  
**Building Size:** 8,771 square feet  
**Public Computers:** 13  
**Staff:** 5.325 FTEs  
**Open Hours:** 46.5 hrs/wk

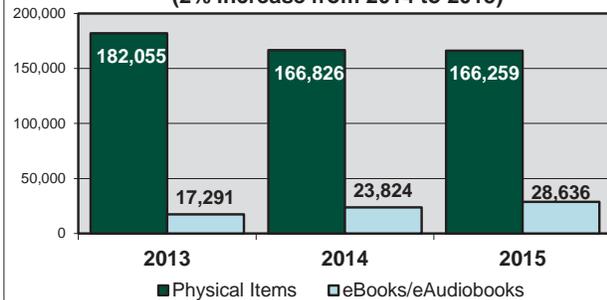
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



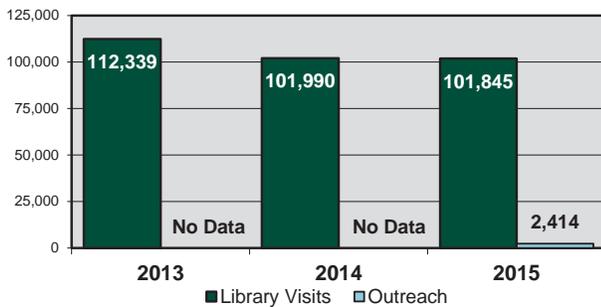
**BRANCH CHECK-OUTS BY RESIDENT**



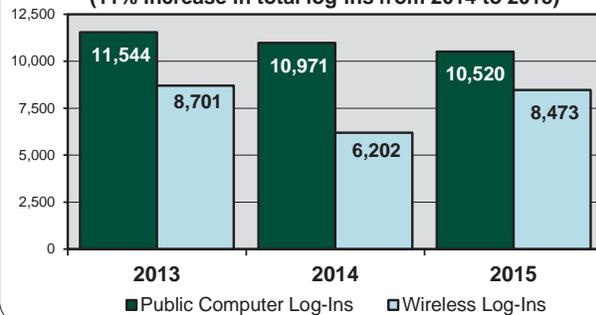
**TOTAL ITEMS CHECKED-OUT**  
(2% increase from 2014 to 2015)



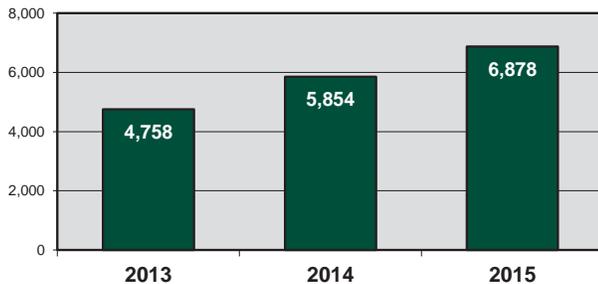
**TOTAL PEOPLE SERVED**  
(2% increase from 2014 to 2015)



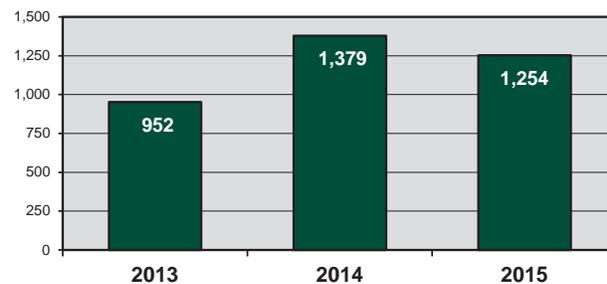
**TOTAL BRANCH COMPUTER LOG-INS**  
(11% increase in total log-ins from 2014 to 2015)



**TOTAL PROGRAM ATTENDANCE**  
(17% increase from 2014 to 2015)



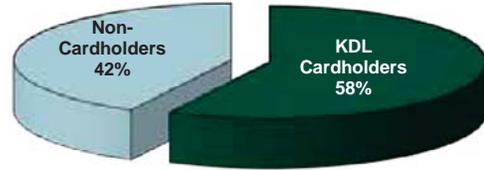
**TOTAL SUMMER READING PARTICIPANTS**  
(9% decrease from 2014 to 2015)



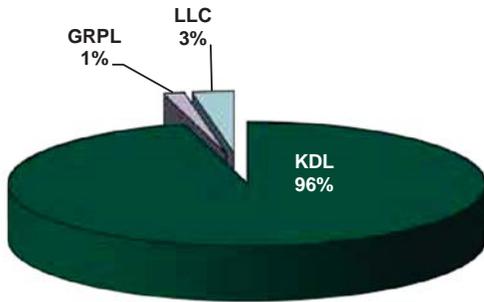
**BRANCH FACTS**

**Branch Manager:** Cathy Neis  
**Population of Service Area:** 25,146  
**Building Size:** 10,400 square feet  
**Public Computers:** 18  
**Staff:** 7.35 FTEs  
**Open Hours:** 54 hrs/wk

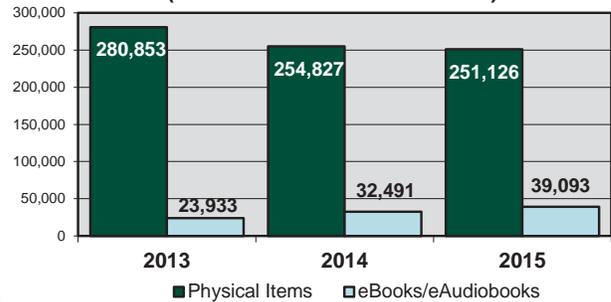
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



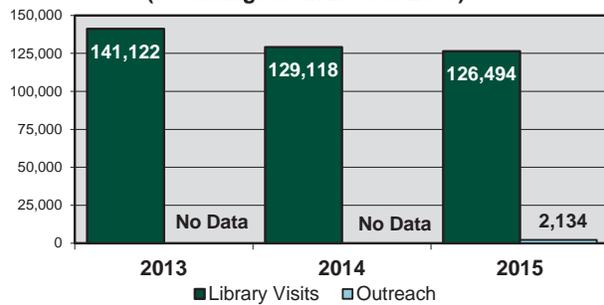
**BRANCH CHECK-OUTS BY RESIDENT**



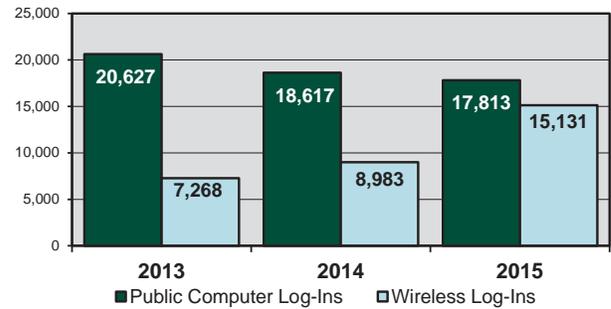
**TOTAL ITEMS CHECKED-OUT (1% increase from 2014 to 2015)**



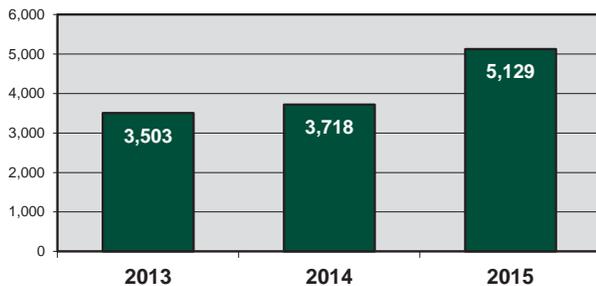
**TOTAL PEOPLE SERVED (0% change from 2014 to 2015)**



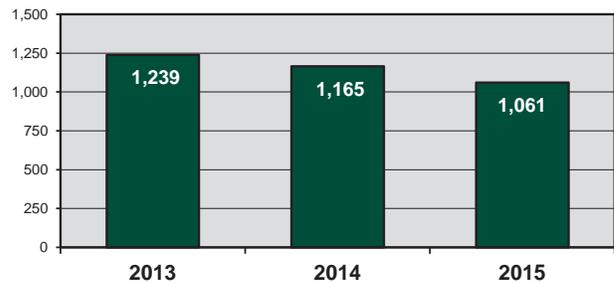
**TOTAL BRANCH COMPUTER LOG-INS (19% increase in total log-ins from 2014 to 2015)**



**TOTAL PROGRAM ATTENDANCE (38% increase from 2014 to 2015)**



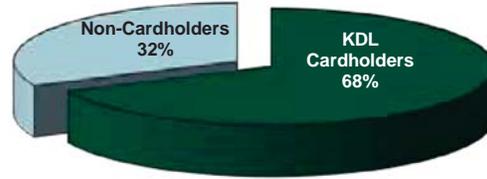
**TOTAL SUMMER READING PARTICIPANTS (9% decrease from 2014 to 2015)**



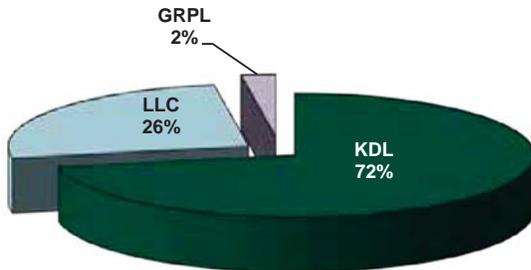
**BRANCH FACTS**

**Branch Manager:** Patrice Vrona (Jan-Jun)  
Josh Bernstein (Jul-Dec)  
**Population of Service Area:** 15,378  
**Building Size:** 18,672 square feet  
**Public Computers:** 22  
**Staff:** 14.825 FTEs  
**Open Hours:** 58 hrs/wk (Jan-Mar)  
62 hrs/wk (Apr-Dec)

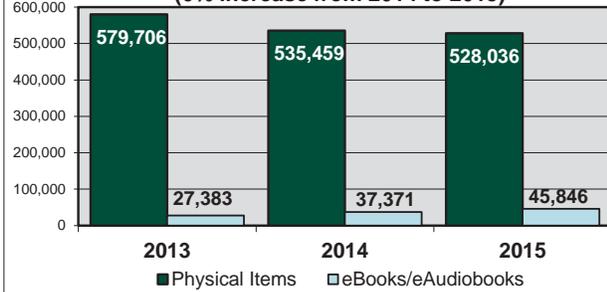
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



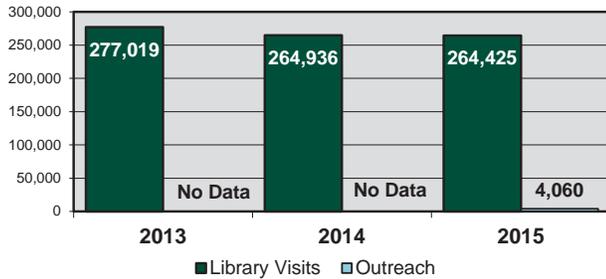
**BRANCH CHECK-OUTS BY RESIDENT**



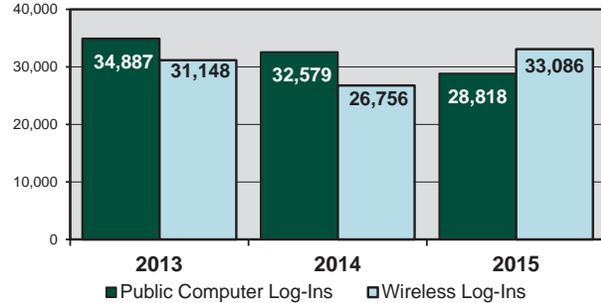
**TOTAL ITEMS CHECKED-OUT**  
(0% increase from 2014 to 2015)



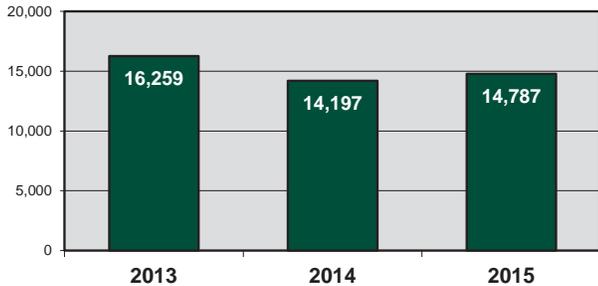
**TOTAL PEOPLE SERVED**  
(1% increase from 2014 to 2015)



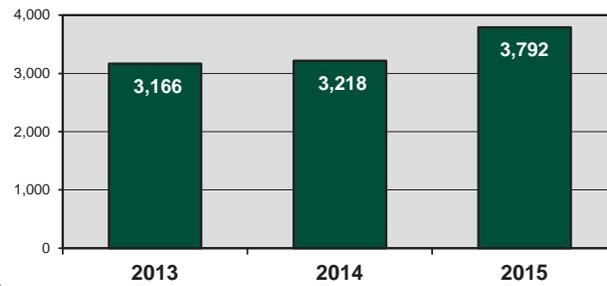
**TOTAL BRANCH COMPUTER LOG-INS**  
(4% increase in total log-ins from 2014 to 2015)



**TOTAL PROGRAM ATTENDANCE**  
(4% increase from 2014 to 2015)



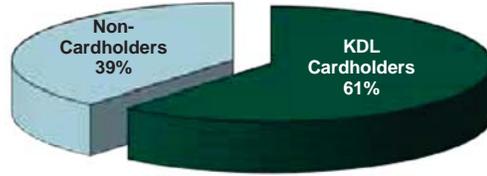
**TOTAL SUMMER READING PARTICIPANTS**  
(18% increase from 2014 to 2015)



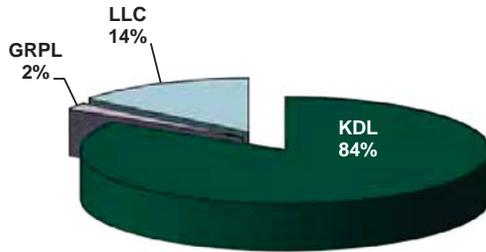
**BRANCH FACTS**

**Branch Manager:** Cheryl Cammenga  
**Population of Service Area:** 48,707  
**Building Size:** 45,489 square feet  
**Public Computers:** 42  
**Staff:** 15.1 FTEs  
**Open Hours:** 62 hrs/wk

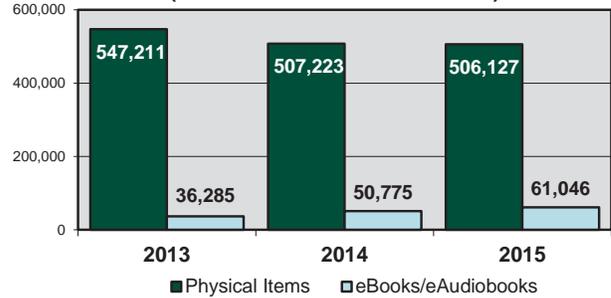
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



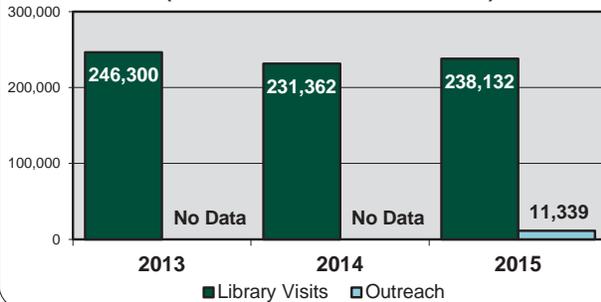
**BRANCH CHECK-OUTS BY RESIDENT**



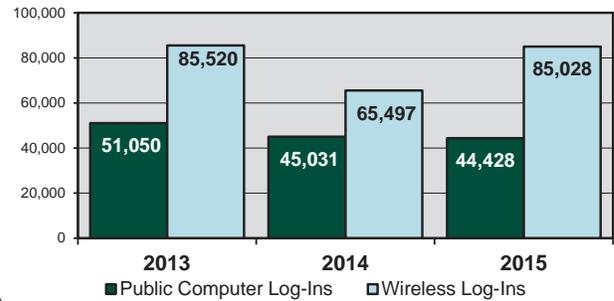
**TOTAL ITEMS CHECKED-OUT**  
 (2% increase from 2014 to 2015)



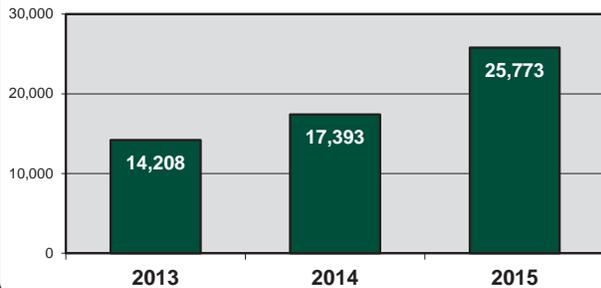
**TOTAL PEOPLE SERVED**  
 (8% increase from 2014 to 2015)



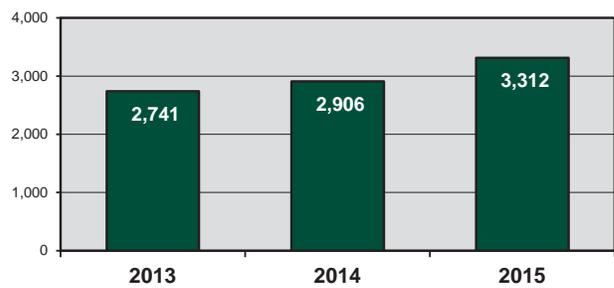
**TOTAL BRANCH COMPUTER LOG-INS**  
 (17% increase in total log-ins from 2014 to 2015)



**TOTAL PROGRAM ATTENDANCE**  
 (48% increase from 2014 to 2015)



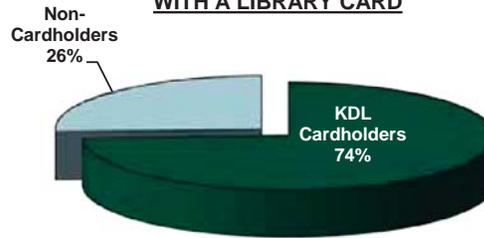
**TOTAL SUMMER READING PARTICIPANTS**  
 (14% increase from 2014 to 2015)



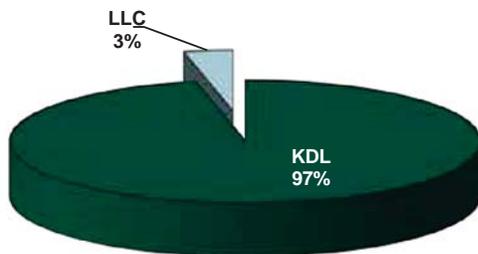
**BRANCH FACTS**

**Branch Manager:** Jennifer German  
**Pop. of Service Area:** 5,719 (City of Rockford)  
**Building Size:** 9,500 square feet  
**Public Computers:** 12  
**Staff:** 8.55 FTEs  
**Open Hours:** 54.5 hrs/wk

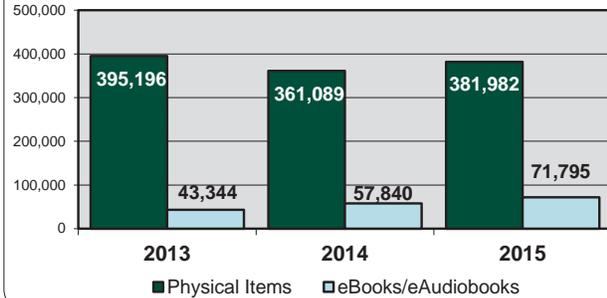
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



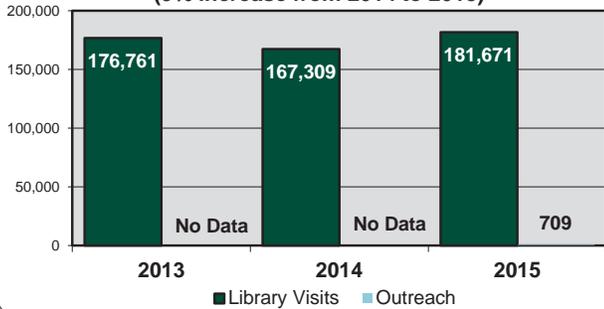
**BRANCH CHECK-OUTS BY RESIDENT**



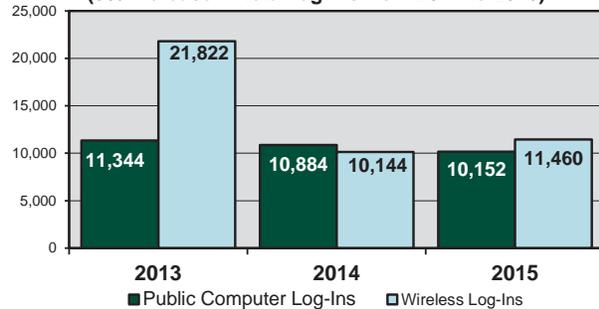
**TOTAL ITEMS CHECKED-OUT (8% increase from 2014 to 2015)**



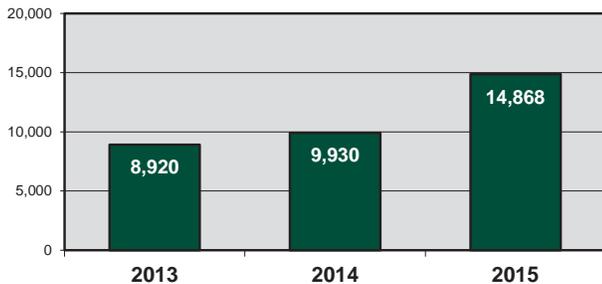
**TOTAL PEOPLE SERVED (9% increase from 2014 to 2015)**



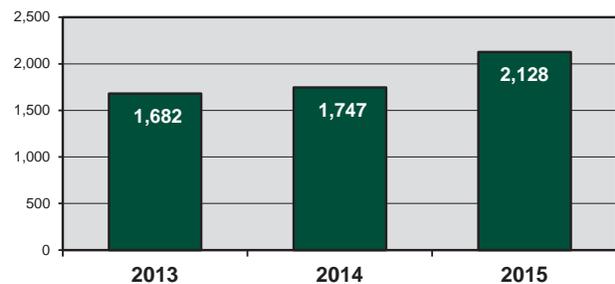
**TOTAL BRANCH COMPUTER LOG-INS (3% increase in total log-ins from 2014 to 2015)**



**TOTAL PROGRAM ATTENDANCE (50% increase from 2014 to 2015)**



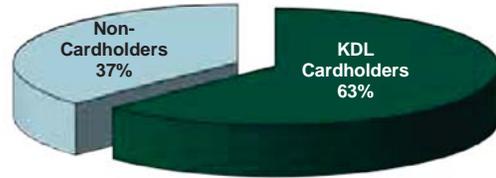
**TOTAL SUMMER READING PARTICIPANTS (22% increase from 2014 to 2015)**



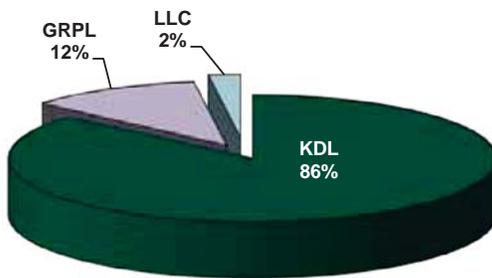
**BRANCH FACTS**

**Branch Manager:** Liz Breed (Jan-Jun)  
Zandra Blake (Aug-Dec)  
**Population of Service Area:** 30,952  
**Building Size:** 26,420 square feet  
**Public Computers:** 22  
**Staff:** 15.9 FTEs  
**Open Hours:** 62 hrs/wk

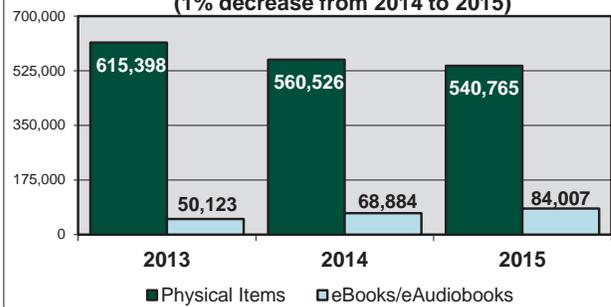
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



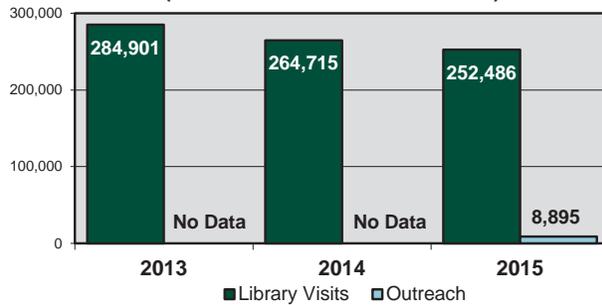
**BRANCH CHECK-OUTS BY RESIDENT**



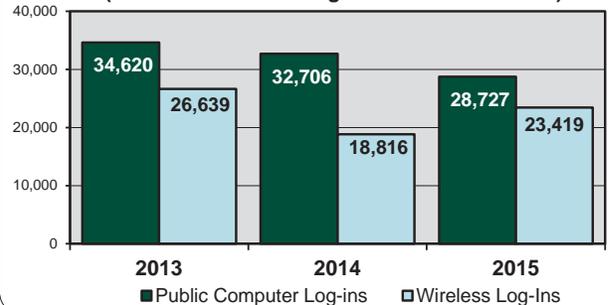
**TOTAL ITEMS CHECKED-OUT (1% decrease from 2014 to 2015)**



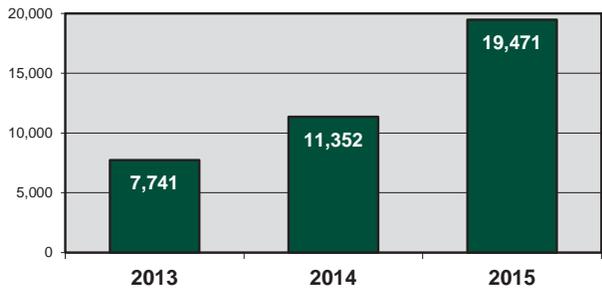
**TOTAL PEOPLE SERVED (1% decrease from 2014 to 2015)**



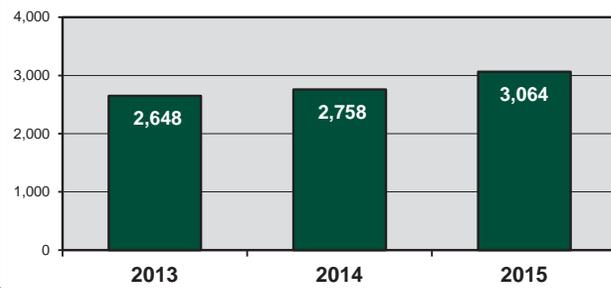
**TOTAL BRANCH COMPUTER LOG-INS (4% increase in total log-ins from 2014 to 2015)**



**TOTAL PROGRAM ATTENDANCE (72% increase from 2014 to 2015)**



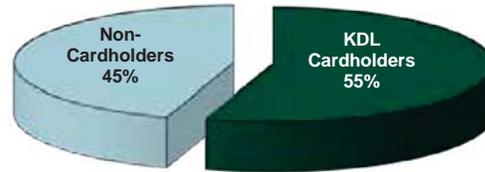
**TOTAL SUMMER READING PARTICIPANTS (11% increase from 2014 to 2015)**



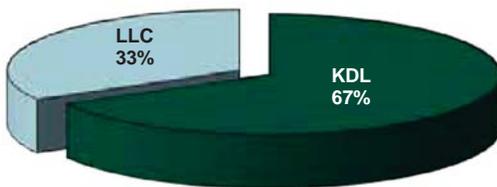
**BRANCH FACTS**

**Branch Manager:** Craig Buno (Jan-Oct)  
 Kip Odell [Interim] (Oct-Dec)  
**Pop. of Service Area:** 4,764  
**Building Size:** 8,736 square feet  
**Public Computers:** 15  
**Staff:** 4.075 FTEs  
**Open Hours:** 42 hrs/wk

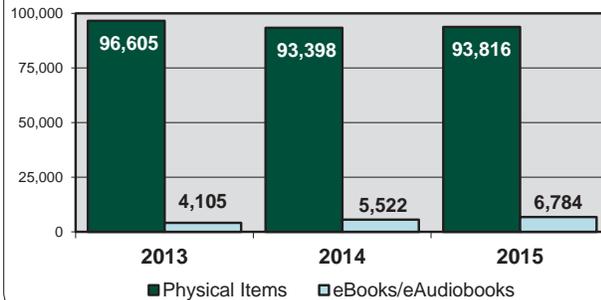
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



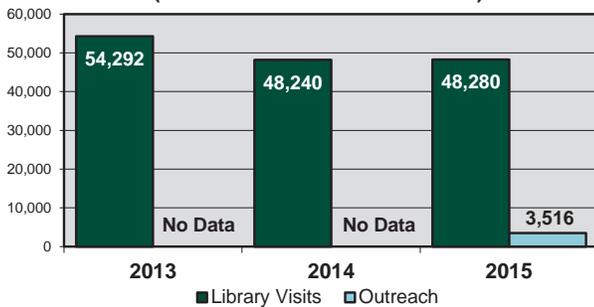
**BRANCH CHECK-OUTS BY RESIDENT**



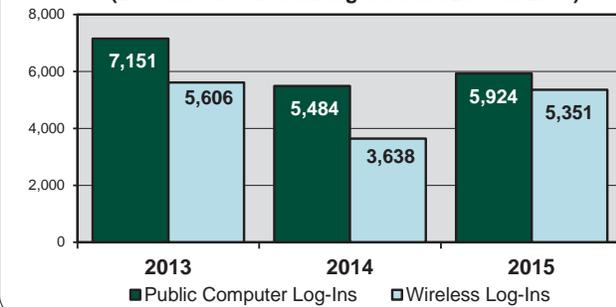
**TOTAL ITEMS CHECKED-OUT**  
 (2% increase from 2014 to 2015)



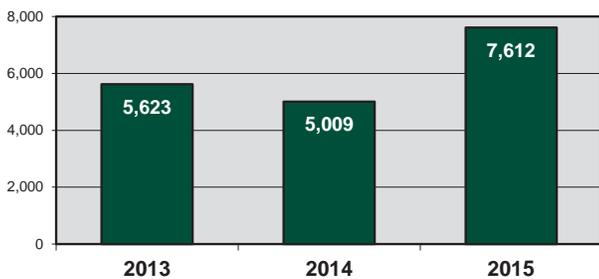
**TOTAL BRANCH VISITORS**  
 (7% increase from 2014 to 2015)



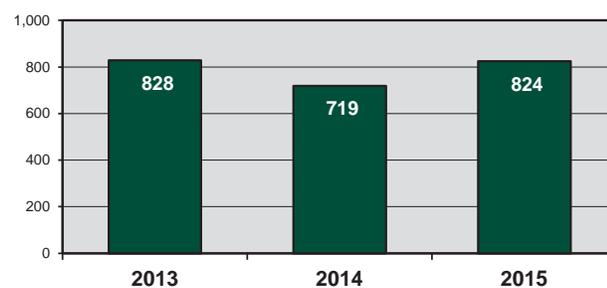
**TOTAL BRANCH COMPUTER LOG-INS**  
 (24% increase in total log-ins from 2014 to 2015)



**TOTAL PROGRAM ATTENDANCE**  
 (52% increase from 2014 to 2015)



**TOTAL SUMMER READING PARTICIPANTS**  
 (15% increase from 2014 to 2015)



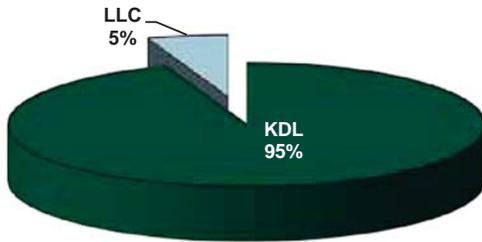
**BRANCH FACTS**

**Branch Manager:**  
Heather Wood-Gramza (Jan-Jul);  
Kaitlin Tang (Aug-Dec)  
**Population of Service Area:** 3,960  
**Building Size:** 2,000 square feet  
**Public Computers:** 8  
**Staff:** 2.925 FTEs  
**Open Hours:** 40 hrs/wk

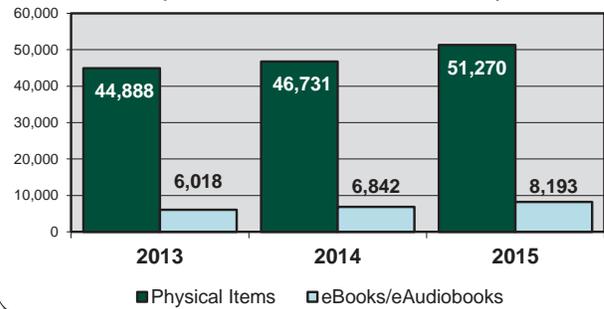
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



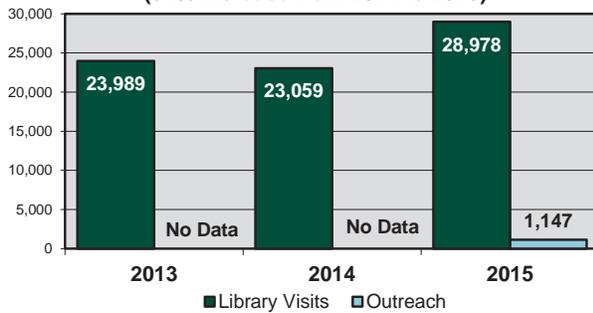
**BRANCH CHECK-OUTS BY RESIDENT**



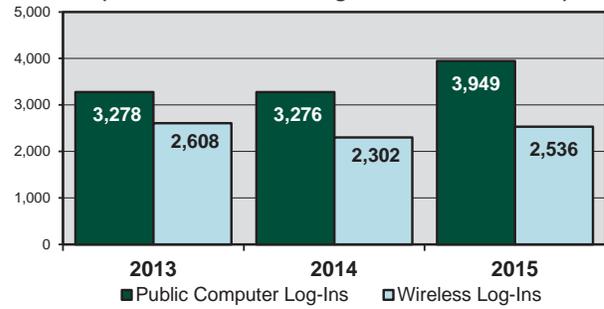
**TOTAL ITEMS CHECKED-OUT**  
(11% increase from 2014 to 2015)



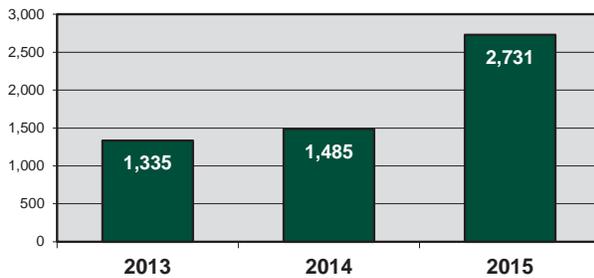
**TOTAL PEOPLE SERVED**  
(31% increase from 2014 to 2015)



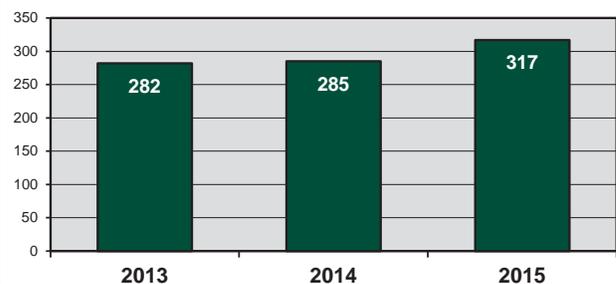
**TOTAL BRANCH COMPUTER LOG-INS**  
(16% increase in total log-ins from 2014 to 2015)



**TOTAL PROGRAM ATTENDANCE**  
(84% increase from 2014 to 2015)



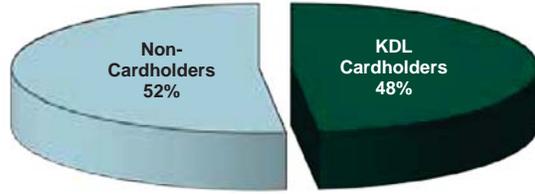
**TOTAL SUMMER READING PARTICIPANTS**  
(11% increase from 2014 to 2015)



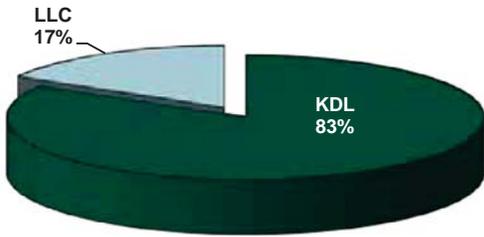
**BRANCH FACTS**

**Branch Manager:** Liz Knapp  
**Population of Service Area:** 4,731  
**Building Size:** 4,239 square feet  
**Public Computers:** 7  
**Staff:** 2.875 FTEs  
**Open Hours:** 35.5 hrs/wk

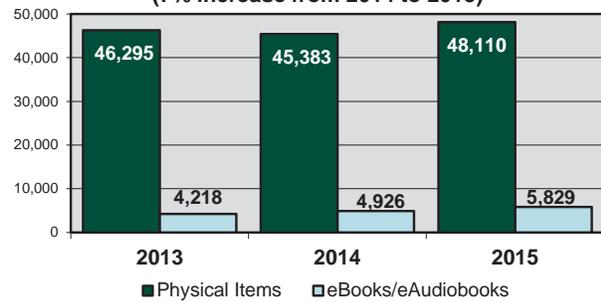
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



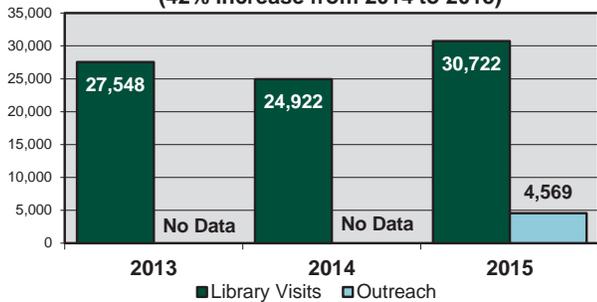
**BRANCH CHECK-OUTS BY RESIDENT**



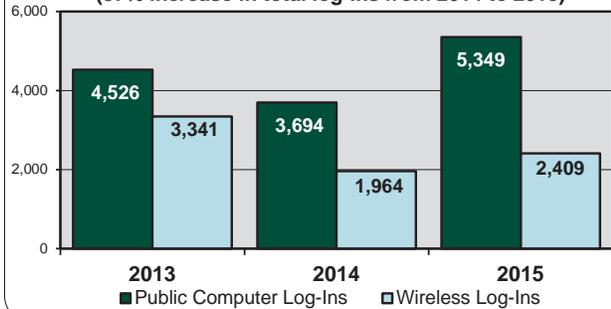
**TOTAL ITEMS CHECKED-OUT**  
(7% increase from 2014 to 2015)



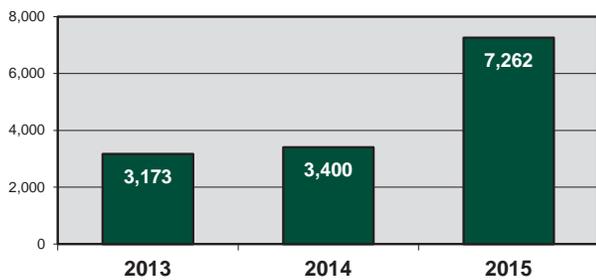
**TOTAL PEOPLE SERVED**  
(42% increase from 2014 to 2015)



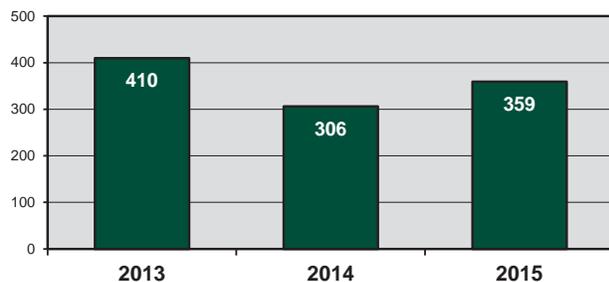
**TOTAL BRANCH COMPUTER LOG-INS**  
(37% increase in total log-ins from 2014 to 2015)



**TOTAL PROGRAM ATTENDANCE**  
(114% increase from 2014 to 2015)



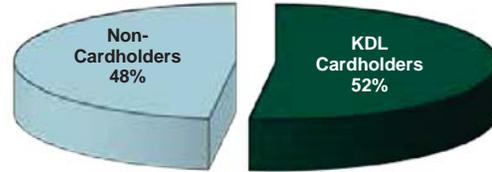
**TOTAL SUMMER READING PARTICIPANTS**  
(17% increase from 2014 to 2015)



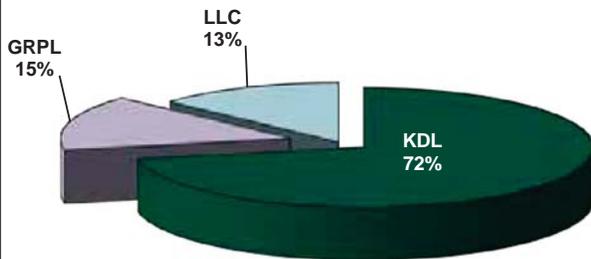
**BRANCH FACTS**

**Branch Manager:** Chris Lohman  
**Pop. of Service Area:** 23,537  
**Building Size:** 8,000 square feet  
**Public Computers:** 11  
**Staff:** 8.325 FTEs  
**Open Hours:** 57 hrs/wk

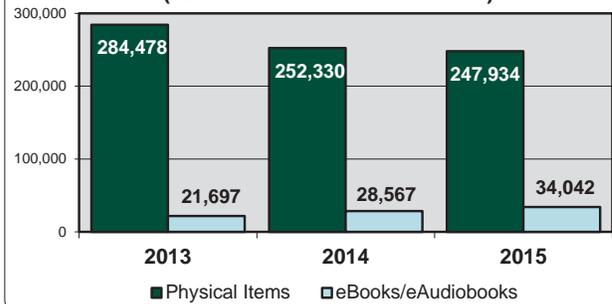
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



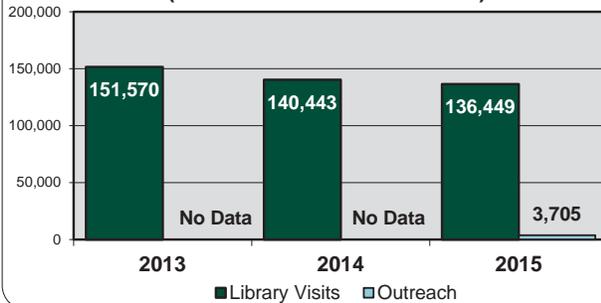
**BRANCH CHECK-OUTS BY RESIDENT**



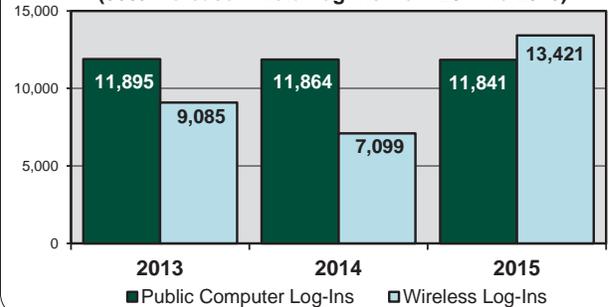
**TOTAL ITEMS CHECKED-OUT (0% increase from 2014 to 2015)**



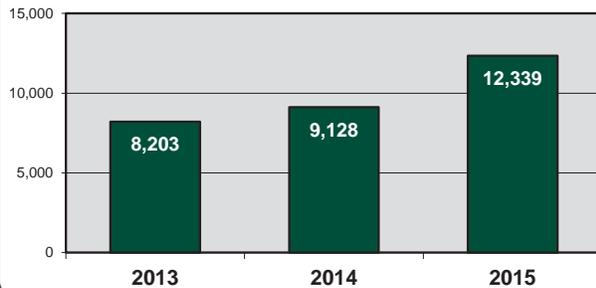
**TOTAL PEOPLE SERVED (0% increase from 2014 to 2015)**



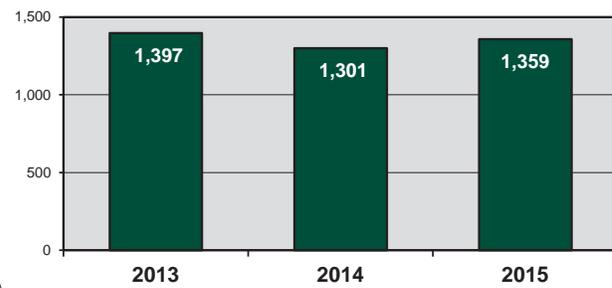
**TOTAL BRANCH COMPUTER LOG-INS (33% increase in total log-ins from 2014 to 2015)**



**TOTAL PROGRAM ATTENDANCE (35% increase from 2014 to 2015)**



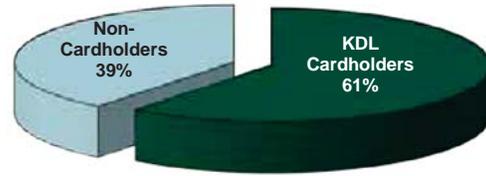
**TOTAL SUMMER READING PARTICIPANTS (4% increase from 2014 to 2015)**



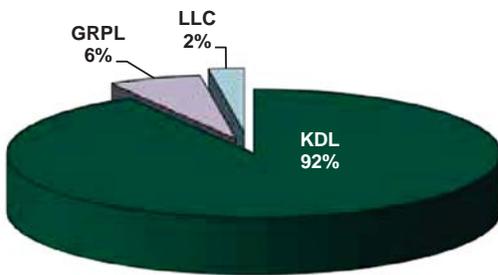
**BRANCH FACTS**

**Branch Manager:** Lori Holland  
**Population of Service Area:** 72,125  
**Building Size:** 48,950 square feet  
**Public Computers:** 47  
**Staff:** 18.45 FTEs  
**Open Hours:** 62 hrs/wk

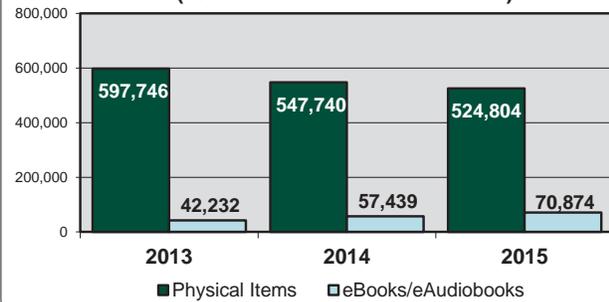
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



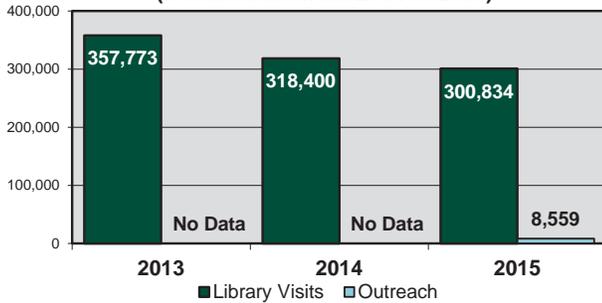
**BRANCH CHECK-OUTS BY RESIDENT**



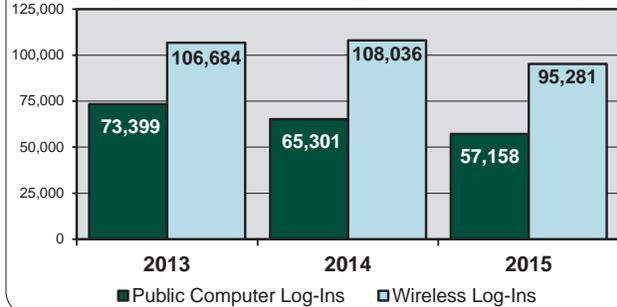
**TOTAL ITEMS CHECKED-OUT**  
(2% decrease from 2014 to 2015)



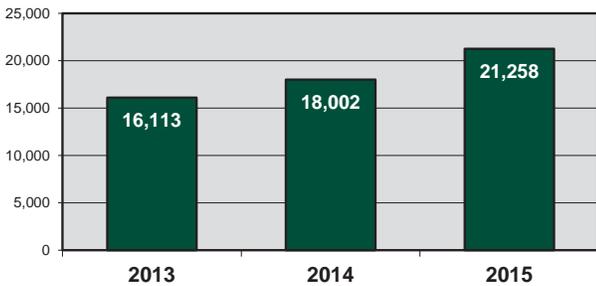
**TOTAL PEOPLE SERVED**  
(3% decrease from 2014 to 2015)



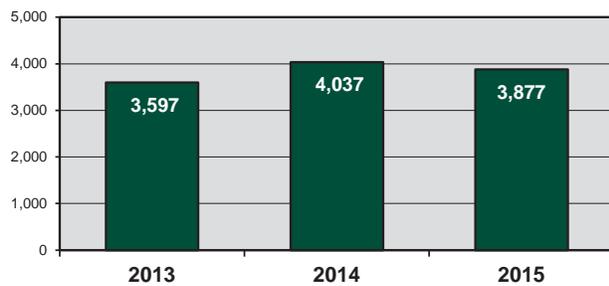
**TOTAL BRANCH COMPUTER LOG-INS**  
(12% decrease in total log-ins from 2014 to 2015)



**TOTAL PROGRAM ATTENDANCE**  
(18% increase from 2014 to 2015)



**TOTAL SUMMER READING PARTICIPANTS**  
(4% decrease from 2014 to 2015)

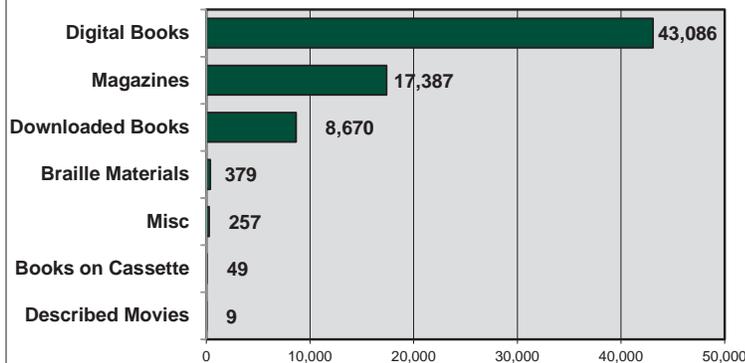


**OVERVIEW**

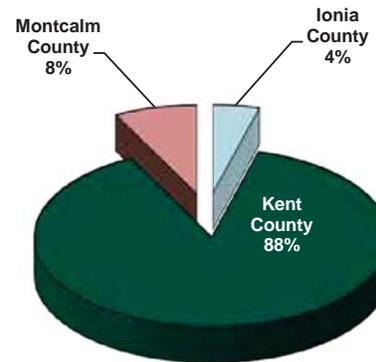
The Library for the Blind & Physically Handicapped (LBPH) is a national program that provides accessible reading material to anyone who cannot read standard print because of a visual or physical impairment. Kent District Library's LBPH service is offered through our Wyoming Branch and serves Kent, Ionia and Montcalm counties under the direction of the Library of Michigan. In addition to providing Braille and audio materials (including audiobooks, described movies and audio magazines) to LBPH patrons, KDL has a suite of adaptive technology located at the Wyoming Branch that is open to the public and includes a CCTV, a Braille embosser, a text-to-speech scanner and an accessible computer equipped with a large print keyboard, screen reading and Braille translation software packages.

**Wyoming Branch Manager:** Lori Holland  
**LBPH Librarian:** Shelley Roossien  
**Address:** 3350 Michael Ave., Wyoming, MI 49509  
**Phone:** 616-647-3988  
**Email:** lbphstaff@kdl.org

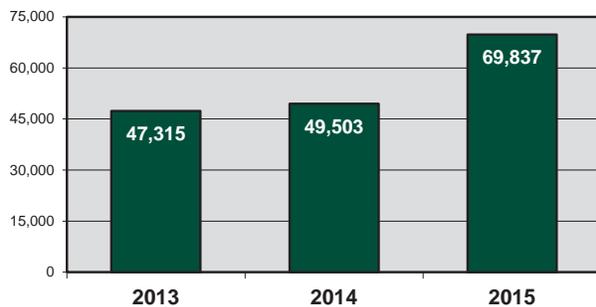
**2015 CIRCULATION BY ITEM TYPE**



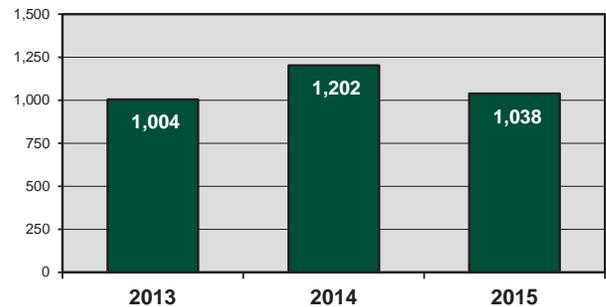
**Borrowers by residence**



**TOTAL CIRCULATION**  
(41% increase from 2014 to 2015)

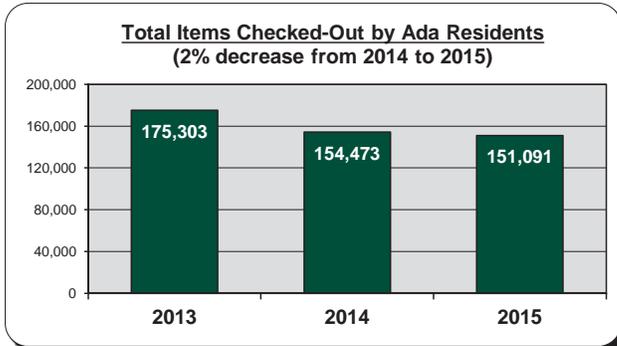
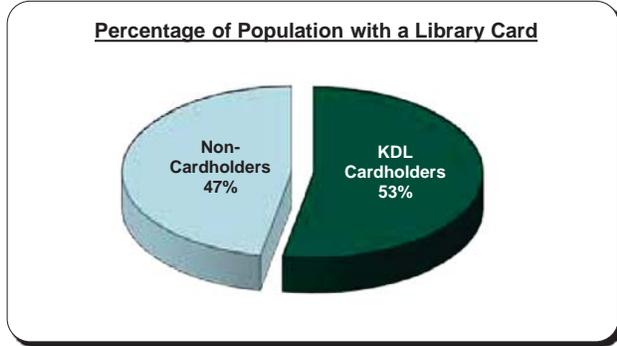
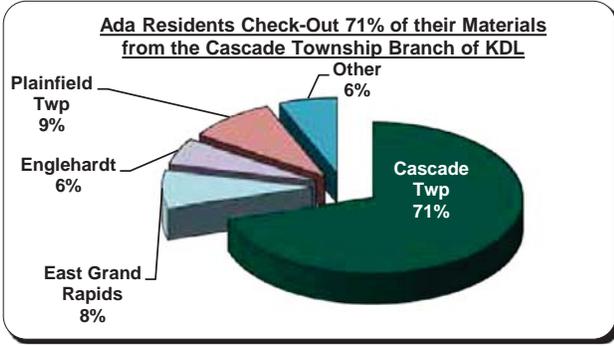


**TOTAL ACTIVE BORROWERS**  
(14% decrease from 2014 to 2015)

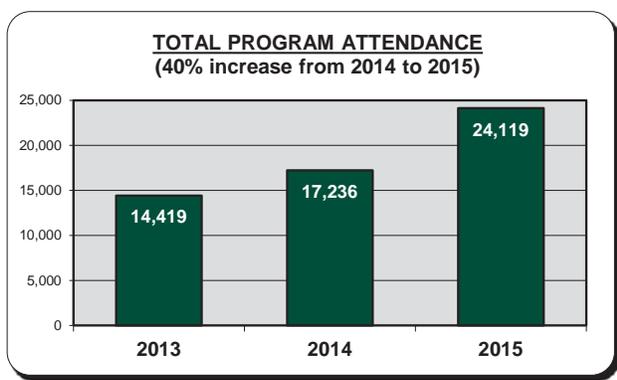
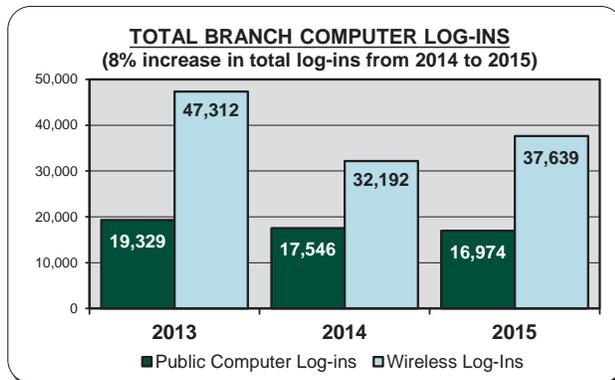
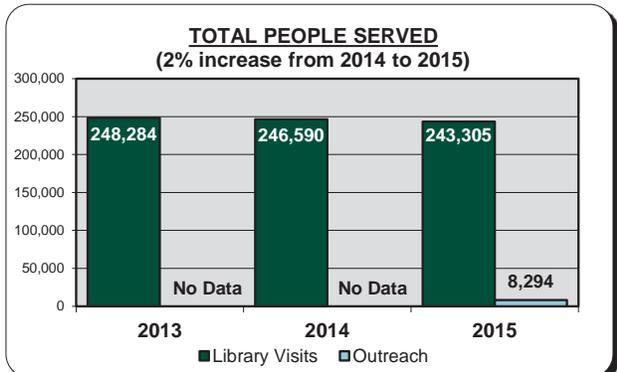
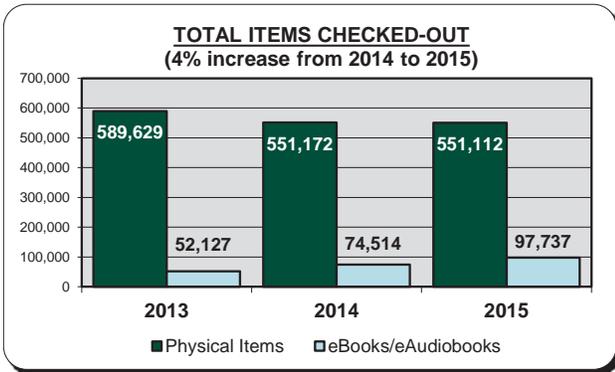


# 2015 Annual Report for Ada Township

*A Municipality in the Kent District Library Service Area*

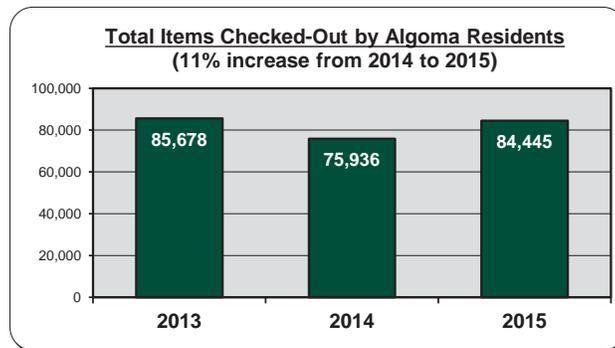
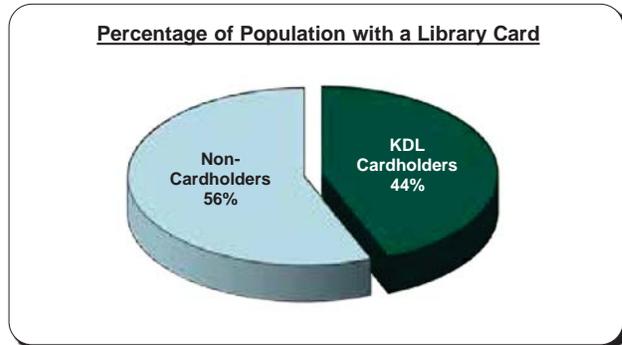
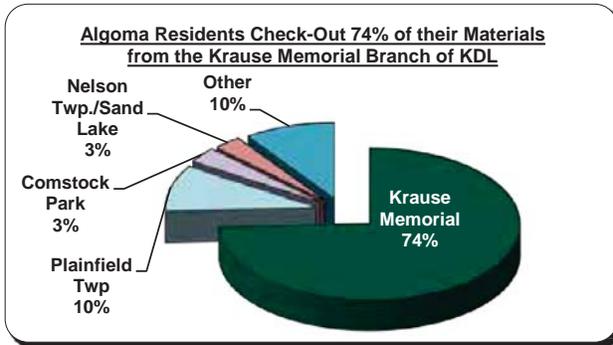


## Cascade Township Branch Statistics

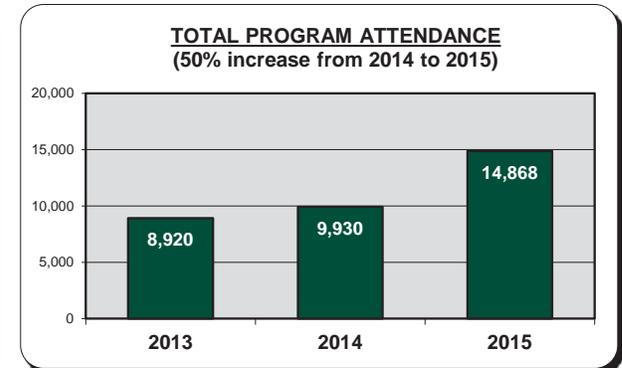
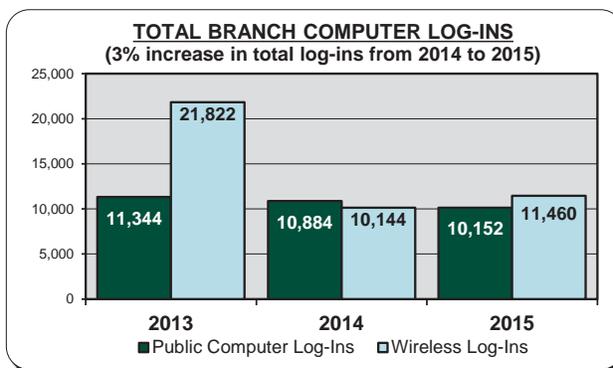
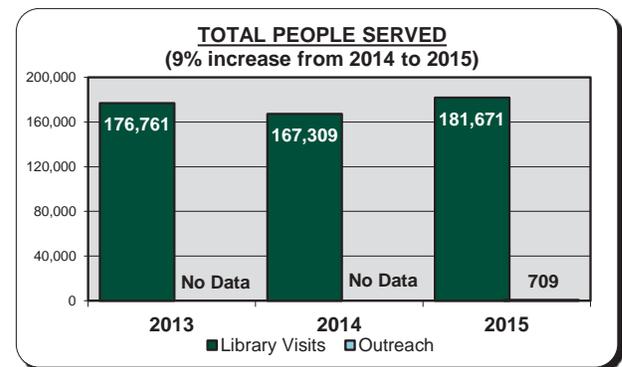
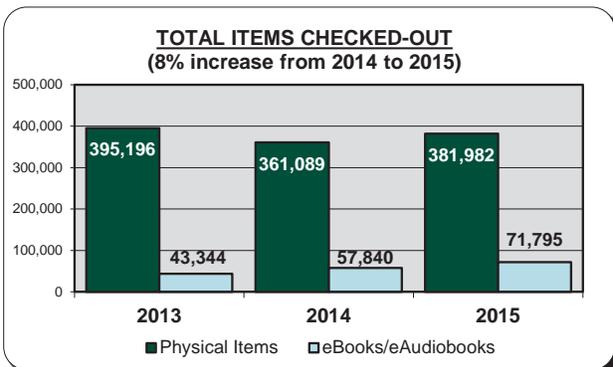


# 2015 Annual Report for Algoma Township

*A Municipality in the Kent District Library Service Area*



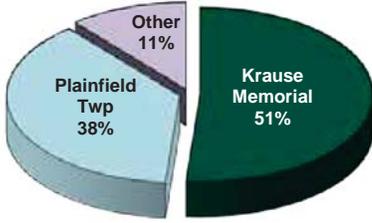
## Krause Memorial Branch Statistics



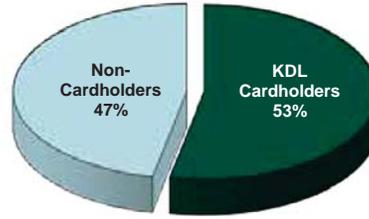
# 2015 Annual Report for Cannon Township

*A Municipality in the Kent District Library Service Area*

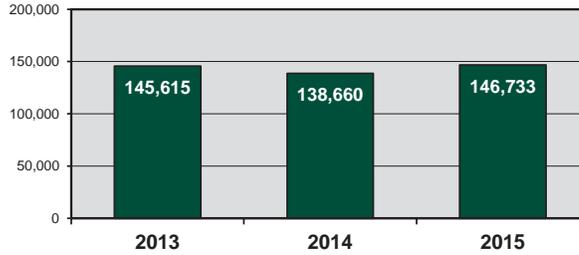
**Cannon Residents Check-Out 51% of their Materials from the Krause Memorial Branch of KDL**



**Percentage of Population with a Library Card**

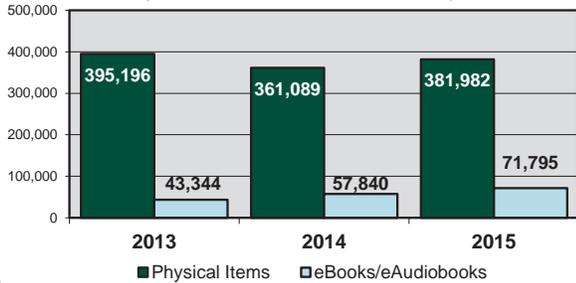


**Total Items Checked-Out by Cannon Residents (6% increase from 2014 to 2015)**

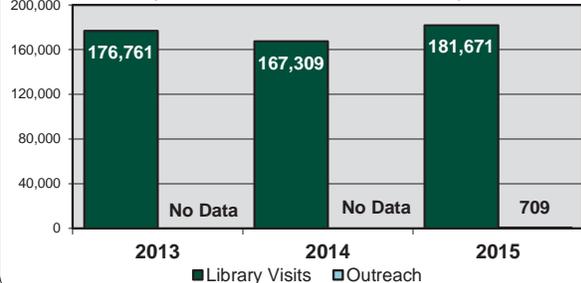


## Krause Memorial Branch Statistics

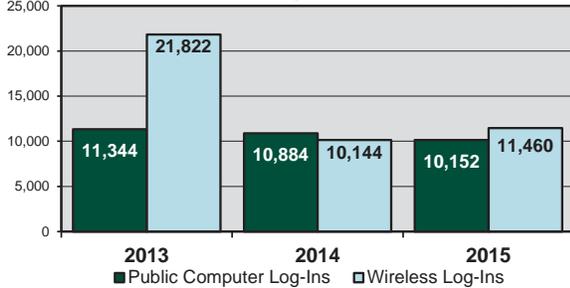
**TOTAL ITEMS CHECKED-OUT (8% increase from 2014 to 2015)**



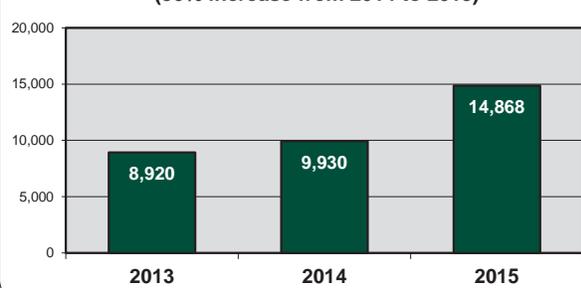
**TOTAL PEOPLE SERVED (9% increase from 2014 to 2015)**



**TOTAL BRANCH COMPUTER LOG-INS (3% increase in total log-ins from 2014 to 2015)**

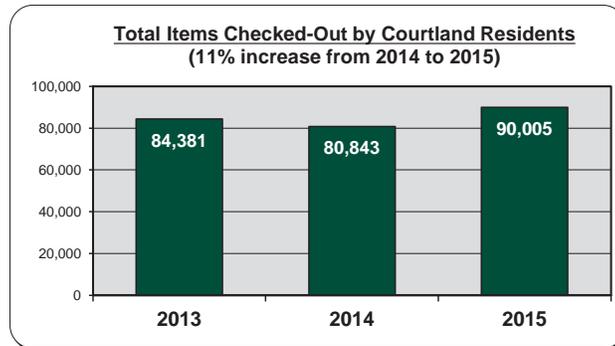
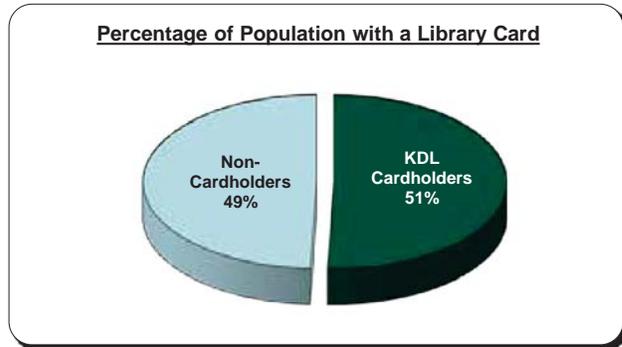
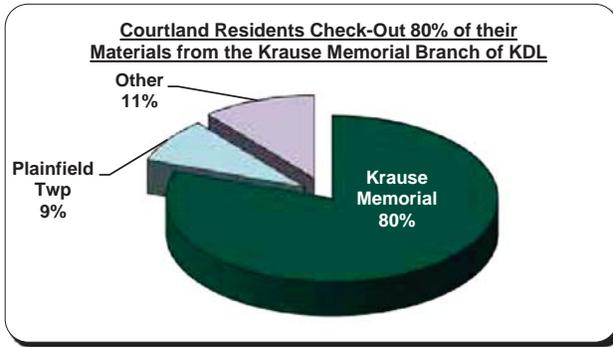


**TOTAL PROGRAM ATTENDANCE (50% increase from 2014 to 2015)**

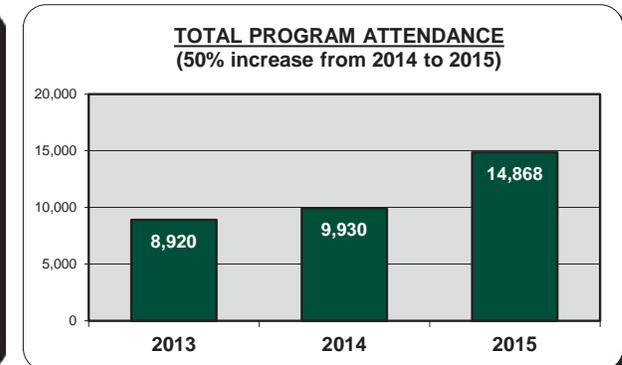
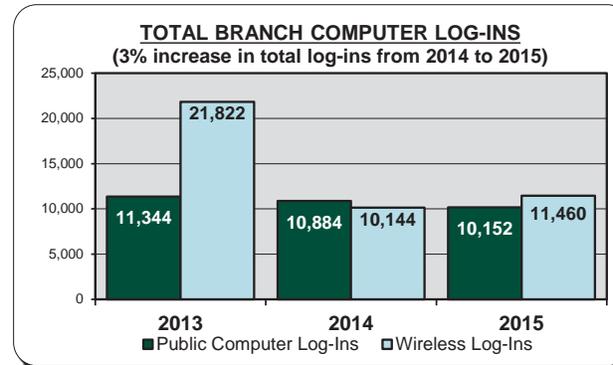
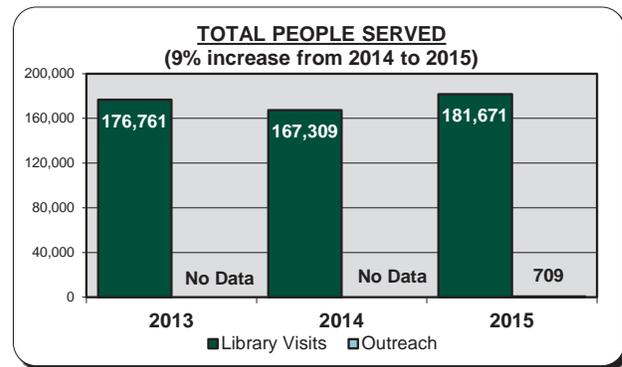
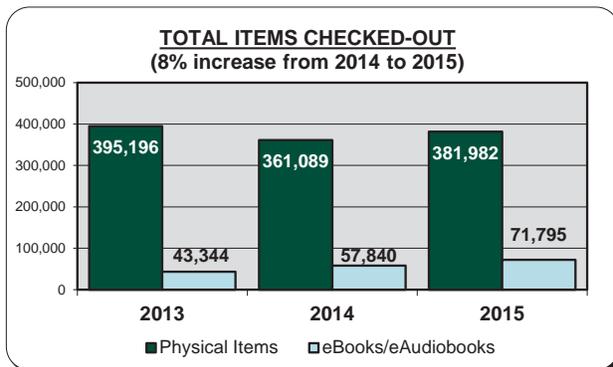


# 2015 Annual Report for Courtland Township

*A Municipality in the Kent District Library Service Area*

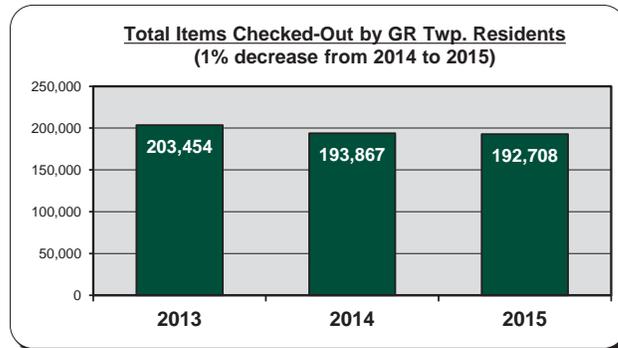
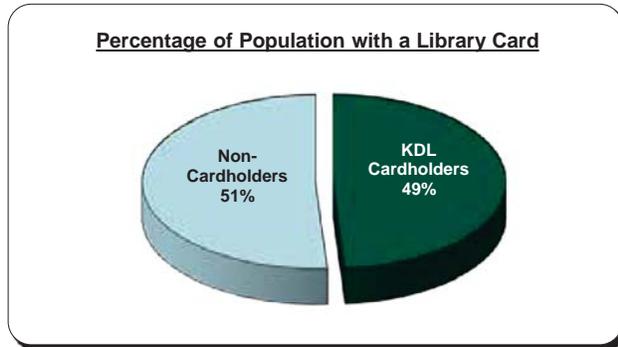
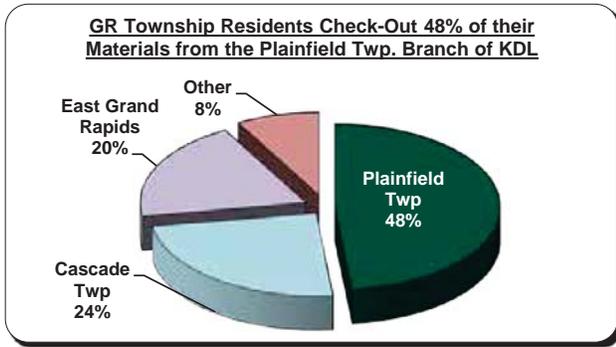


## Krause Memorial Branch Statistics

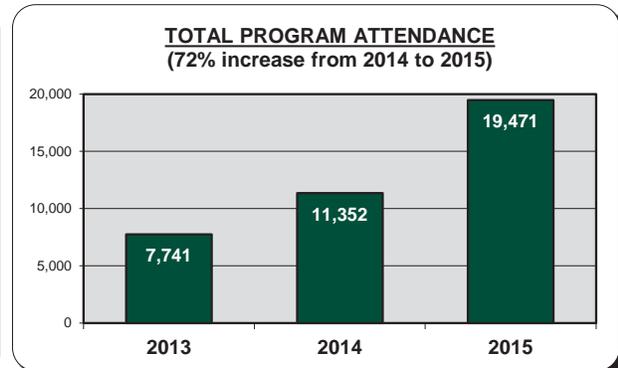
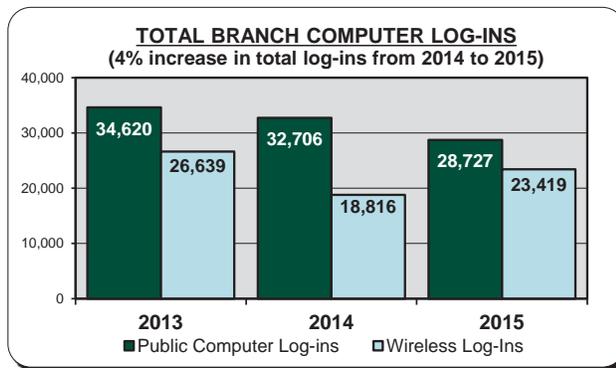
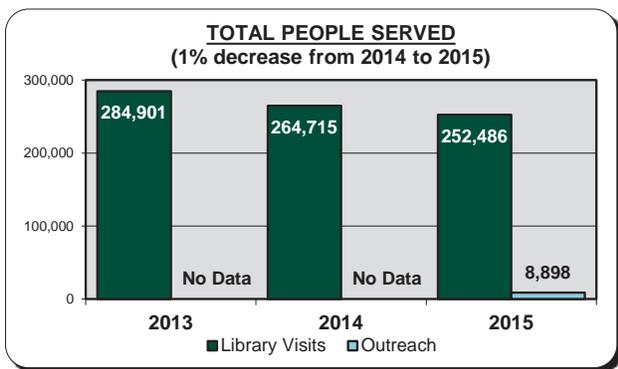
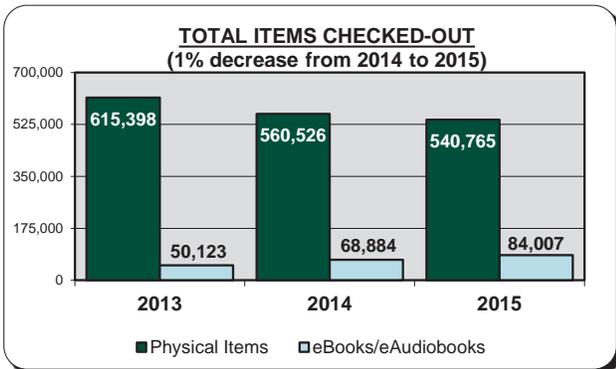


# 2015 Annual Report for Grand Rapids Township

*A Municipality in the Kent District Library Service Area*

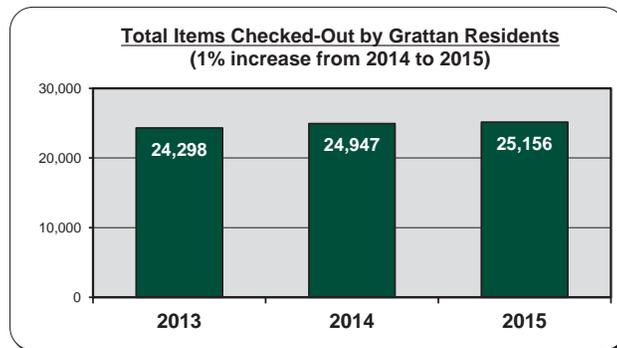
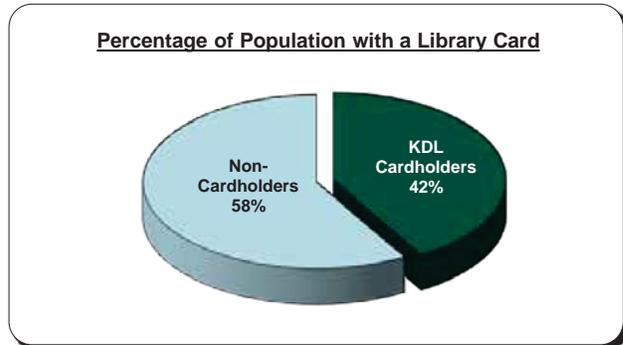
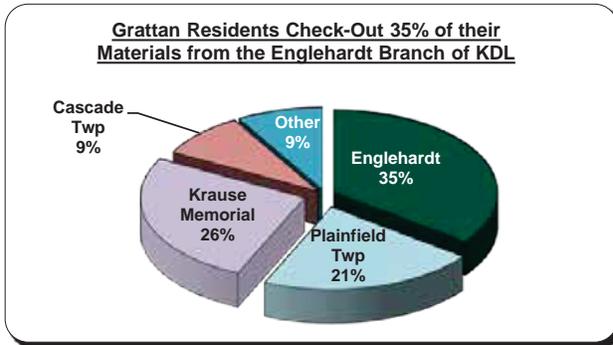


## Plainfield Township Branch Statistics

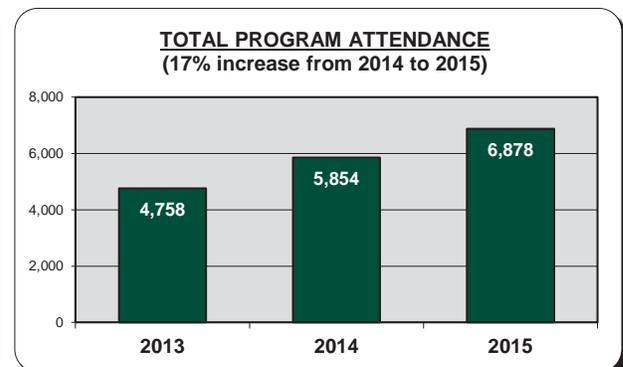
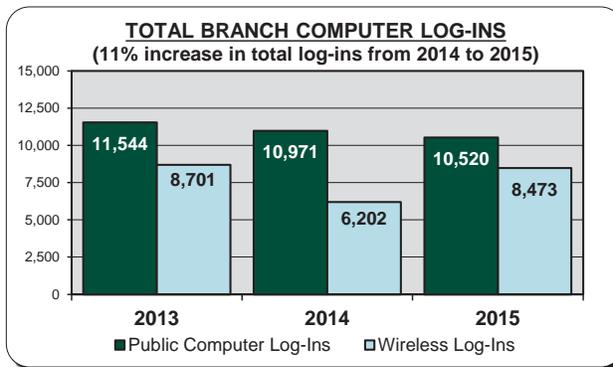
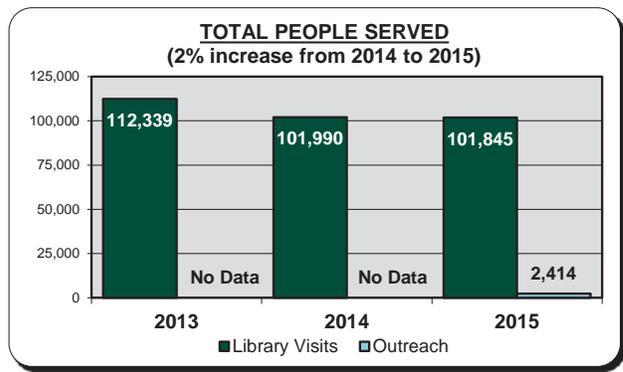
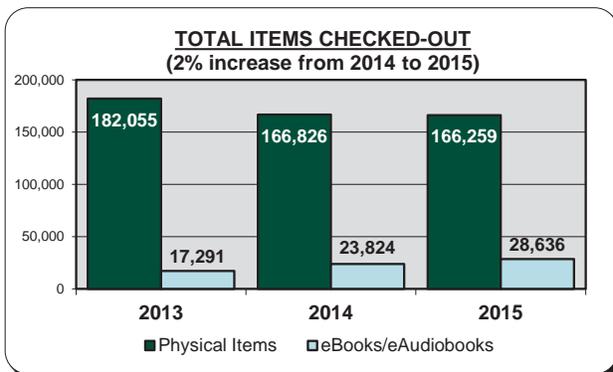


# 2015 Annual Report for Grattan Township

*A Municipality in the Kent District Library Service Area*



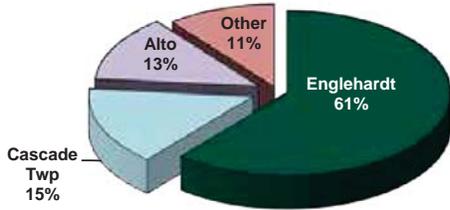
## Englehardt Branch Statistics



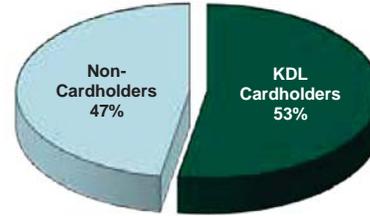
# 2015 Annual Report for Lowell Township

*A Municipality in the Kent District Library Service Area*

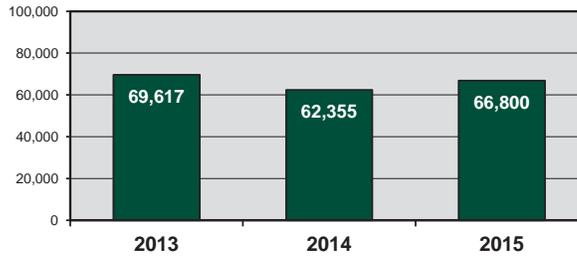
**Lowell Twp. Residents Check-Out 61% of their Materials from the Englehardt Branch of KDL**



**Percentage of Population with a Library Card**

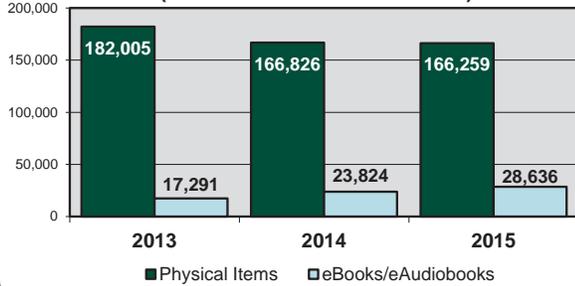


**Total Items Checked-Out by Lowell Twp. Residents (7% increase from 2014 to 2015)**

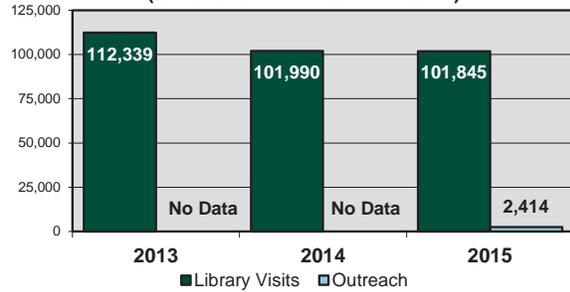


## Englehardt Branch Statistics

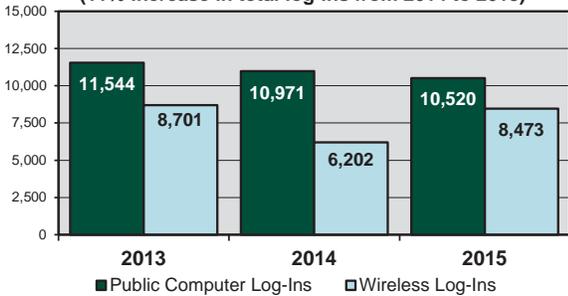
**TOTAL ITEMS CHECKED-OUT (2% increase from 2014 to 2015)**



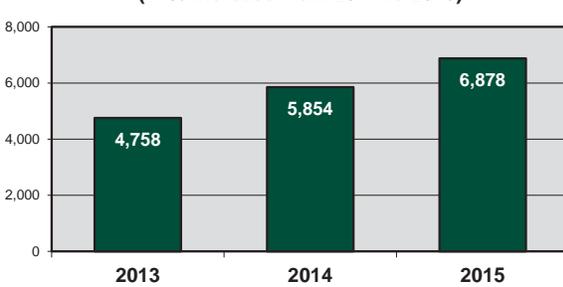
**TOTAL PEOPLE SERVED (2% increase from 2014 to 2015)**



**TOTAL BRANCH COMPUTER LOG-INS (11% increase in total log-ins from 2014 to 2015)**

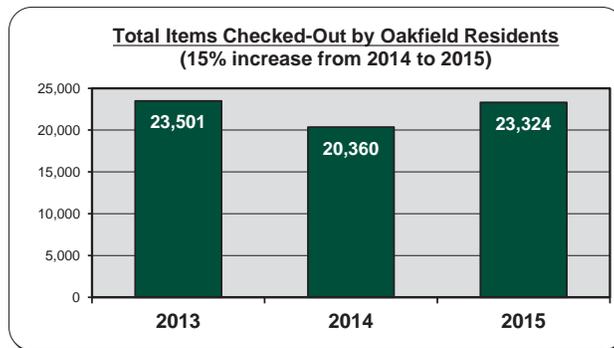
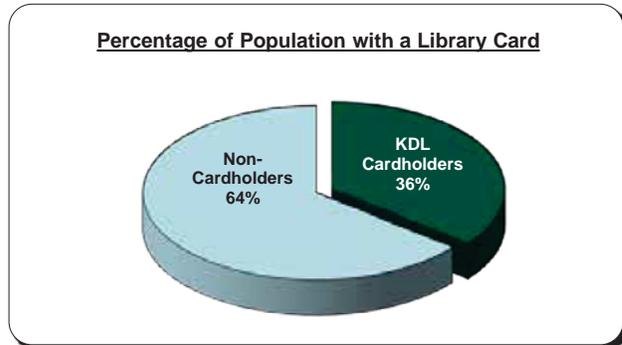
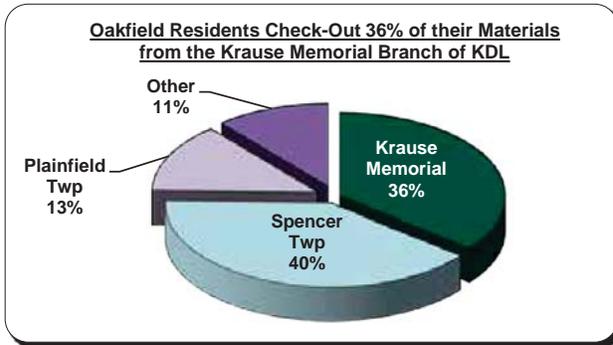


**TOTAL PROGRAM ATTENDANCE (17% increase from 2014 to 2015)**

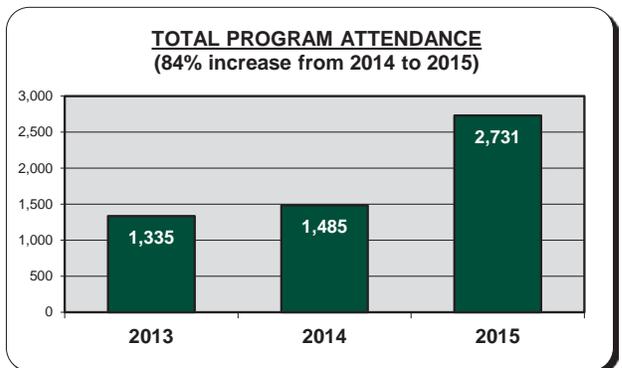
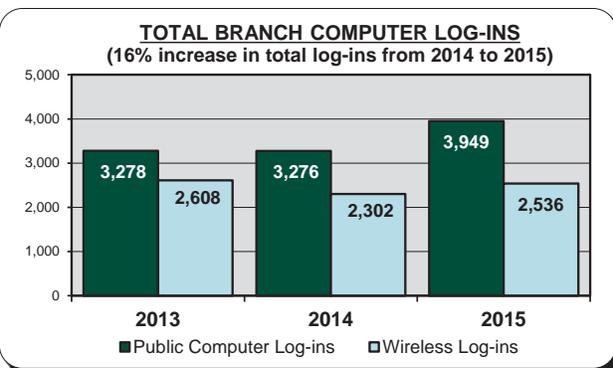
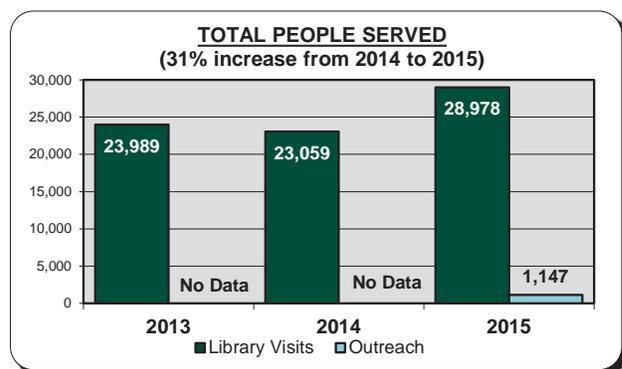
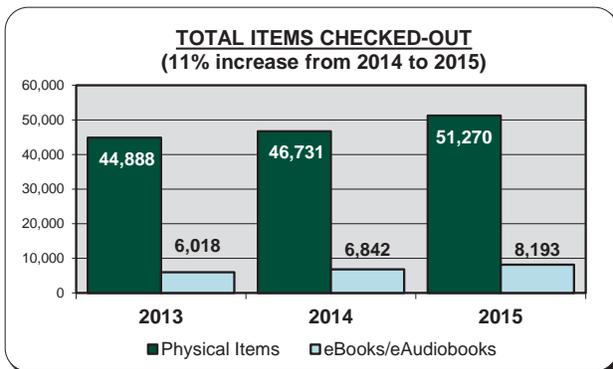


# 2015 Annual Report for Oakfield Township

*A Municipality in the Kent District Library Service Area*

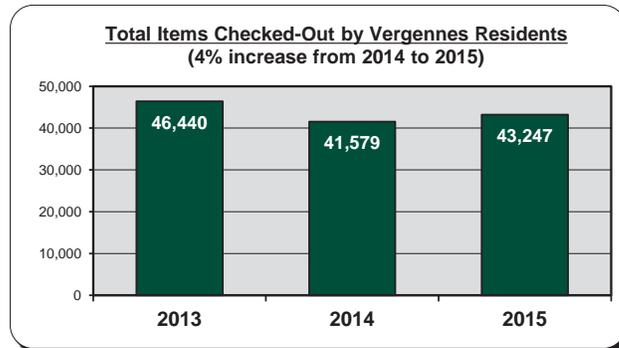
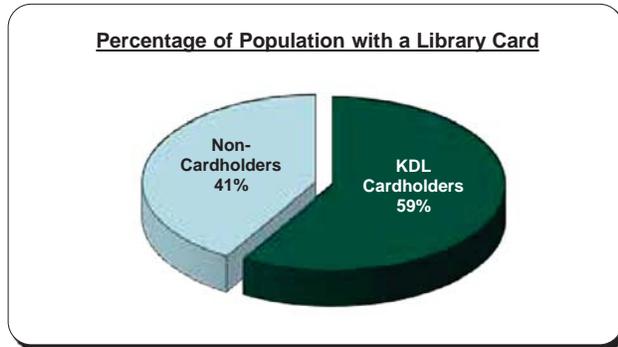
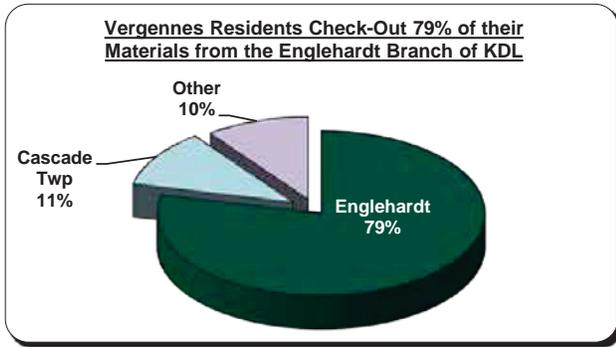


## Spencer Township Branch Statistics

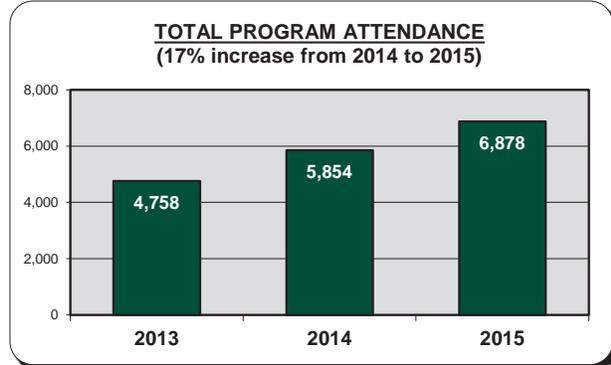
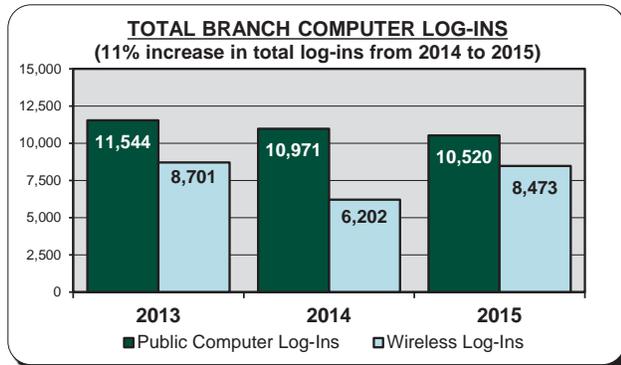
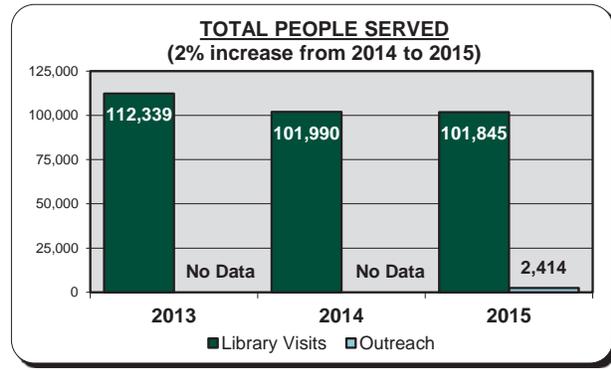
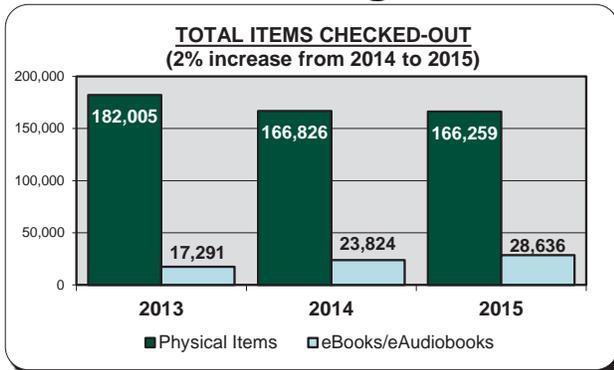


# 2015 Annual Report for Vergennes Township

*A Municipality in the Kent District Library Service Area*



## Englehardt Branch Statistics



# 2015 Peer Comparison

## SUMMARY OF THE RANKINGS

### *National Comparison*

The national comparison included 22 peer libraries that have between 12-20 branch outlets and a service area population ranging from 250,000 to 500,000 people. A full statistical chart showing rankings and peer comparison data follows this summary.

The following table highlights KDL's area-specific ranking in relation to its peer libraries:

Area	KDL 2015 Rank	KDL 2014 Rank	Area	KDL 2015 Rank	KDL 2014 Rank
Collection turnover rate*	1 <sup>st</sup>	1 <sup>st</sup>	Population of service area	9 <sup>th</sup>	10 <sup>th</sup>
Total Circulation (downloadables)	2 <sup>nd</sup>	1 <sup>st</sup>	Total expenditures for all electronic materials	9 <sup>th</sup>	8 <sup>th</sup>
Reference transactions per capita	3 <sup>rd</sup>	2 <sup>nd</sup>	Registrations (cardholders)	11 <sup>th</sup>	12 <sup>th</sup>
Salaries as a % of expenditures	3 <sup>rd</sup>	6 <sup>th</sup>	Total program attendance	11 <sup>th</sup>	11 <sup>th</sup>
Circulation per capita	4 <sup>th</sup>	4 <sup>th</sup>	Registrations as a % of population	12 <sup>th</sup>	12 <sup>th</sup>
Total visits	4 <sup>th</sup>	2 <sup>nd</sup>	Collection size	13 <sup>th</sup>	13 <sup>th</sup>
Total circulation (all materials)	5 <sup>th</sup>	4 <sup>th</sup>	Holdings per capita	15 <sup>th</sup>	16 <sup>th</sup>
Total expenditures for eBooks	5 <sup>th</sup>	5 <sup>th</sup>	Materials expenditures per capita	15 <sup>th</sup>	11 <sup>th</sup>
Website visits per capita	5 <sup>th</sup>	7 <sup>th</sup>	Staff expenditures per capita	17 <sup>th</sup>	16 <sup>th</sup>
Materials as a % of expenditures	6 <sup>th</sup>	3 <sup>rd</sup>	Total operating expenditures	17 <sup>th</sup>	17 <sup>th</sup>
Visits per capita	6 <sup>th</sup>	5 <sup>th</sup>	Expenditures per capita	18 <sup>th</sup>	17 <sup>th</sup>
Public service hours	6 <sup>th</sup>	7 <sup>th</sup>	Total operating income	18 <sup>th</sup>	17 <sup>th</sup>

\*Collection turnover rate measures the activity of a library's collection. It indicates the number of times each library item would have circulated during the year if circulation had been spread evenly throughout the entire collection. It is calculated by dividing the library's total annual circulation by total library holdings.

## SUMMARY OF THE RANKINGS

### State Comparison

The only criteria for entry in the library peer group for the state comparison is that a library must be in the state of Michigan and serve a population of at least 75,000 people (as reported in the *Public Library Data Service Statistical Report 2015*<sup>1</sup>). This year's state comparison included 15 peer libraries. A full statistical chart showing rankings and peer comparison data follows this summary.

The following table highlights KDL's area-specific ranking in relation to its peer libraries in Michigan:

Area	KDL 2015 Rank	KDL 2014 Rank	Area	KDL 2015 Rank	KDL 2014 Rank
Public service hours	1 <sup>st</sup>	1 <sup>st</sup>	Materials as a % of expenditures	2 <sup>nd</sup>	2 <sup>nd</sup>
Total circulation (downloadables)	1 <sup>st</sup>	1 <sup>st</sup>	Total circulation (all materials)	2 <sup>nd</sup>	2 <sup>nd</sup>
Total expenditures for all electronic materials	1 <sup>st</sup>	1 <sup>st</sup>	Visits per capita	2 <sup>nd</sup>	2 <sup>nd</sup>
Total expenditures for eBooks	1 <sup>st</sup>	1 <sup>st</sup>	Collection turnover rate	3 <sup>rd</sup>	3 <sup>rd</sup>
Collection size	2 <sup>nd</sup>	2 <sup>nd</sup>	Reference transactions per capita	3 <sup>rd</sup>	1 <sup>st</sup>
Population of service area	2 <sup>nd</sup>	2 <sup>nd</sup>	Circulation per capita	4 <sup>th</sup>	4 <sup>th</sup>
Registrations (card holders)	2 <sup>nd</sup>	2 <sup>nd</sup>	Materials expenditures per capita	6 <sup>th</sup>	5 <sup>th</sup>
Salaries as a % of expenditures	2 <sup>nd</sup>	4 <sup>th</sup>	Registrations as a % of population	6 <sup>th</sup>	8 <sup>th</sup>
Total operating expenditures	2 <sup>nd</sup>	2 <sup>nd</sup>	Website visits per capita	6 <sup>th</sup>	6 <sup>th</sup>
Total operating income	2 <sup>nd</sup>	2 <sup>nd</sup>	Expenditures per capita	12 <sup>th</sup>	11 <sup>th</sup>
Total program attendance	2 <sup>nd</sup>	2 <sup>nd</sup>	Staff expenditures per capita	12 <sup>th</sup>	13 <sup>th</sup>
Total visits	2 <sup>nd</sup>	2 <sup>nd</sup>	Holdings per capita	13 <sup>th</sup>	12 <sup>th</sup>

<sup>1</sup>Public Library Data Service Statistical Report 2015, [Public Library Association](#), June 2015 (Based on 2014 fiscal year data)

# 2015 National Peer Comparison Data

Library	Annual Use										Current Salaries			
	Registrations as % of Population	Circulation per Capita	Circulation Per Registered Borrower	Visits per Capita	Website Visits per Capita	Reference Trans. per Capita	Total Circulation (all materials)	Total Circulation (downloadable materials only)	Total Reference Transactions	Total Visits	Total Program Attendance	Director	Beginning Librarian	Total Salaries
Shreve Memorial Library (LA)	66.5%	4.2	6.3	5.3	5.0	2.2	1,070,082	95,691	562,588	1,353,408	114,791	126,984	41,850	6,577,936
San Mateo County Library (CA)	62.9%	12.0	19.1	7.4	8.6	0.8	3,315,886	144,000	214,930	2,035,416	212,479	176,832	54,708	8,115,962
Saint Paul Public Library (MN)	101.9%	9.1	8.9	6.8	5.1	1.3	2,584,219	313,818	381,647	1,951,938	118,703	130,451	51,087	8,098,499
Saint Louis Public Library (MO)	23.8%	7.5	31.4	7.3	8.3	1.0	2,379,586	187,001	318,461	2,317,373	222,612	165,000	34,000	11,385,361
Alachua County Library District (FL)	65.7%	14.2	21.6	6.2	5.2	1.1	3,562,732	614,982	283,416	1,560,918	143,986	120,577	41,663	7,322,192
Central/Kansas Library System (AR)	55.9%	8.2	14.7	6.7	2.2	1.1	2,786,226	331,966	355,345	2,249,570	233,871	135,910	36,500	8,576,053
Charleston County Public Library System (SC)	75.1%	9.4	12.6	5.2	0.0	1.8	3,301,695	349,823	615,009	1,834,352	209,965	129,787	36,733	7,634,912
Allen County Public Library (IN)	93.8%	35.0	37.3	6.7	5.3	0.8	12,443,146	7,207,689	287,145	2,382,417	198,034	140,000	37,710	10,148,959
St. Charles City-County Library District (MO)	38.7%	19.4	50.1	5.4	3.4	1.8	6,991,006	395,248	645,171	1,949,691	116,859	125,124	46,452	9,424,786
New Orleans Public Library (LA)	36.1%	2.8	7.7	3.0	4.2	1.9	1,070,599	73,517	728,187	1,142,285	58,886	145,412	33,524	6,018,125
Ventura County Library (CA)	111.7%	2.9	2.6	4.1	0.0	0.1	720,326	62,259	25,087	1,036,475	49,378	144,804	43,980	3,059,388
Akron-Summit County Public Library (OH)	81.5%	13.9	17.0	7.4	6.0	1.2	5,241,713	252,369	452,348	2,784,756	244,679	115,507	37,206	11,404,460
<b>Kent District Library (MI)</b>	<b>62.1%</b>	<b>14.9</b>	<b>24.0</b>	<b>6.7</b>	<b>7.9</b>	<b>2.0</b>	<b>5,905,865</b>	<b>750,704</b>	<b>776,376</b>	<b>2,667,808</b>	<b>181,935</b>	<b>133,875</b>	<b>41,226</b>	<b>7,902,322</b>
Fort Vancouver Regional Library District (WA)	58.8%	9.4	16.0	4.5	2.0	0.4	4,373,949	549,155	175,242	2,069,710	148,649	135,000	39,811	8,879,571
Oakland Public Library (CA)	68.2%	6.0	8.7	5.1	5.1	0.9	2,594,678	118,198	369,017	2,174,567	183,452	156,480	58,128	12,700,755
Johnson County Library (KS)	65.0%	14.4	22.1	6.0	0.0	0.4	6,244,164	198,197	162,711	2,614,208	138,760			9,995,017
Jefferson Parish Library (LA)	21.7%	3.8	17.6	2.8	3.0	1.1	1,664,519	92,039	471,957	1,208,536	58,997	82,688	32,984	6,940,999
Washoe County Library System (NV)	0.0%	4.9	0.0	2.7	2.6	0.7	2,106,197	96,808	288,548	1,172,719	78,344	122,907	47,195	5,787,752
East Baton Rouge Parish Library (LA)	77.8%	5.1	6.6	5.0	4.6	2.0	2,275,132	288,104	898,255	2,230,096	472,075	100,202	36,560	13,525,599
Toledo-Lucas County Public Library (OH)	69.2%	15.2	21.9	7.0	33.4	1.8	6,699,498	579,616	780,572	3,097,328	182,973	195,417	43,080	16,006,609
Carnegie Library of Pittsburgh (PA)	46.2%	8.1	17.5	6.5	7.9	0.9	3,608,582	294,001	419,415	2,900,850	297,978	188,890	40,000	13,717,401
Lake County Library System (FL)	25.3%	6.0	23.7	5.8	2.0	1.0	1,857,563	136,371	306,554	1,797,954	122,338	77,501	30,400	3,600,510
<b>KDL Ranking (out of 22)</b>	<b>13</b>	<b>4</b>	<b>4</b>	<b>6</b>	<b>5</b>	<b>3</b>	<b>5</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>11</b>	<b>11</b>	<b>10</b>	<b>14</b>

# 2015 State Peer Comparison Data

Library	Library				Annual Use						Current Salaries		
	Circulation Per Registered Borrower	Visits per Capita	Website Visits per Capita	Reference Trans. per Capita	Total Circulation (all materials)	Total Circulation (downloadable materials only)	Total Reference Transactions	Total Visits	Total Program Attendance	Director	Beginning Librarian	Total Salaries	
Ypsilanti District Library	11.9	5.4	9.4	2.2	772,536	30,835	185,678	450,243	38,623	112,219	38,757	1,888,094	
Canton Public Library	17.1	5.4	7.8	0.7	1,528,919	58,267	64,208	483,898	29,267	103,485	40,794	2,219,956	
Dearborn Public Library	-	3.9	0.0	0.9	610,239	32,144	90,000	385,723	23,901		50,184	2,040,660	
Rochester Hills Public Library	26.2	5.5	1.5	0.0	1,836,358	116,999		554,970	25,683	148,041	39,497	2,359,700	
Herrick District Library	-	5.2	0.0	0.7	1,442,873	161,295	72,559	530,482	46,343		54,059	1,924,002	
Flint Public Library	5.0	1.8	14.6	0.5	171,022	9,988	46,200	187,680	23,956	99,000	39,696	1,567,337	
Kalamazoo Public Library	23.4	6.3	15.9	2.4	1,780,113	86,173	297,089	780,585	79,858	129,487	47,348	4,699,395	
Sterling Heights Public Library	10.8	3.0	7.1	0.5	536,485	38,346	68,052	384,063	15,712	111,820	26,744	1,233,095	
Monroe County Library System	16.1	4.2	44.8	0.3	1,152,574	68,805	47,604	633,308	67,874	100,797	39,811	3,616,096	
Ann Arbor District Library	69.2	9.7	29.6	0.2	8,528,270	362,961	27,065	1,593,844	82,838	147,408	46,200	5,775,008	
Clinton-Macomb Public Library	12.1	3.2	0.0	0.0	1,586,210	24,287		542,790		102,871	41,896	2,147,022	
Grand Rapids Public Library	25.2	4.8	2.9	1.2	1,620,854	84,967	233,064	896,755	24,128	130,511	51,226	4,602,893	
Capital Area District Library	-	5.6	5.1	1.1	2,859,236	195,191	272,656	1,342,529	75,524	110,344	58,166	5,258,975	
<b>Kent District Library</b>	<b>24.0</b>	<b>6.7</b>	<b>7.9</b>	<b>2.0</b>	<b>5,905,865</b>	<b>750,704</b>	<b>776,376</b>	<b>2,667,808</b>	<b>181,935</b>	<b>133,875</b>	<b>41,226</b>	<b>7,902,322</b>	
Detroit Public Library	3.6	3.9	2.5	1.0	1,483,329		746,278	2,772,148	219,059	156,063	36,000	12,810,103	
KDL Ranking (out of 15)	4	2	6	3	2	1	1	2	2	4	8	2	

# Lakeland Library Cooperative Service Area

Kent District Library is a member of the Lakeland Library Cooperative (LLC) and participates in a shared online catalog and reciprocal borrowing privileges. There are 41 libraries in the Cooperative serving 1,294,094 residents. LLC customers have access, through a free delivery service, to the over 3 million items owned by these libraries. The Lakeland Library Cooperative covers the counties shown below.

Allegan County

Barry County

Ionia County

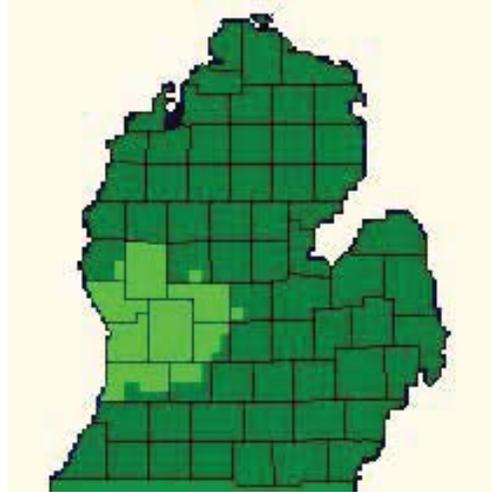
Kent County

Montcalm County

Muskegon County

Newaygo County

Ottawa County



Affiliated counties include Gratiot, Mecosta and Oceana.

The Cooperative is governed by a Board of Trustees. KDL has two seats on this board and shares decision-making with other members of the Cooperative.

The State of Michigan is divided into cooperatives for the purpose of the distribution of state aid. The LLC receives a portion of Kent District Library's share of state aid. State aid was appropriated by the state legislature on a basis of \$0.32479 per capita in 2015. State aid funds underwrite Cooperative functions such as the inter-loan delivery system and the cooperative's shared integrated library system. Member libraries also pay additional fees for cooperative services. The Lakeland Library Cooperative's annual budget in 2015 was \$1,072,076.

# Officials and Legislators (Representing KDL Service Area)

KENT COUNTY						
District	Last Name	First	Email	Party	Location	Phone
<b>Senate - Michigan</b>						
28 — Algoma Twp, Alpine Twp, Byron Twp, Cannon Twp, Comstock Park, Courtland Twp, Grandville, Grattan Twp, Nelson Twp, Oakfield Twp, Plainfield Twp, Rockford, Spencer Twp, Tyrone Twp, Vergennes Twp, Walker, Wyoming	*MacGregor	Peter	senpmacgregor@senate.michigan.gov	R	P.O. Box 30036 Lansing, MI 48909-7536	517-373-0797 866-305-2129
26 — City of Kentwood and Gaines Twp.	Schuitmaker	Tonya	sentschuitmaker@senate.michigan.gov	R	P.O. Box 30036 Lansing, MI 48909-7536	517-373-0793
29 — Ada Twp, Alto, Bowne Twp, Cascade Twp, Caledonia, East Grand Rapids, Grand Rapids Twp, Lowell City, Lowell Twp	Hildenbrand	Dave	sendhildenbrand@senate.michigan.gov	R	P.O. Box 30036 Lansing, MI 48909-7536	517-373-1801
30 — City of Grandville	Meekhof	Arlan	senameekhof@senate.michigan.gov	R	P.O. Box 30036 Lansing, MI 48909-7536	517-373-6920 866-305-2130
<b>House of Representatives - Michigan</b>						
<b>District</b>	<b>Last Name</b>	<b>First</b>	<b>Email</b>	<b>Party</b>	<b>Location</b>	<b>Phone</b>
072 — Gaines Twp., Kentwood	Yonker	Ken	kenyonker@house.mi.gov	R	N-1091 House Office Building P.O. Box 30014 Lansing, MI 48909	517-373-0840 888-347-8072
073 — Cannon Twp., Comstock Park, Courtland Twp., East Grand Rapids, Grand Rapids Charter Township, Nelson Twp., Oakfield Twp., Plainfield Twp., Spencer Twp., Tyrone Twp.	Atendoulis	Chris	chrisafendoulis@house.mi.gov	R	P.O. Box 30014 State Capitol, Lansing, MI 48909	855-347-8073
074 — Algoma Twp., Alpine Twp., Grandville, Rockford, Tyrone, Walker	VerHeulen	Rob	robverheulen@house.mi.gov	R	374 Capitol Bldg. P. O. Box 30014 Lansing, MI 48909	517-373-8900



# Kent County Board of Commissioners (Representing KDL Service Area)

District	Last Name	First	Email	Party	Location	Phone
1 Plainfield Township (part) City of Rockford	Vonk*	Ted	vonkcommish@comcast.net	R	4122 Boulder Meadow Belmont, MI 49306	616-874-2604
2 Algoma Township Alpine Township	Antor*	Tom	toma911@att.net	R	9341 Laubach Sparta, MI 49345	616-887-7210
3 Courtland Township Nelson Township Spencer Township Tyrone Township	Morgan*	Roger	roger@rockfordambulance.com	R	10585 Tefft Rockford, MI 49341	616-866-4264
4 Cannon Township Grattan Township City of Lowell Oakfield Township Vergennes Township	Jones*	Diane	dianecjones2005@yahoo.com	R	6561 Laguna Vista Drive Rockford, MI 49341	616-874-8740
5 Bowne Township Caledonia Township (part) Cascade Township Lowell Township	Bolter*	Mandy	mandybolter@yahoo.com	R	2097 Steketee Woods Lane Grand Rapids, MI 49546	616-295-7909
6 City of Walker	Stek	Stan	stanstek@gmail.com	R	1274 Whitepine SW Walker, MI 49534	616-776-6324
7 City of Grandville City of Wyoming (part)	Ponstein*	Stan	sjponstein@gmail.com	R	3967 Edgewood Grandville, MI 49418	616-726-2331
8 City of Wyoming (part)	Voorhees*	Harold	hivoorhees1@sbcglobal.net	R	5380 Kenowa Ave. Wyoming, MI 49418	616-534-1876
9 Byron Township City of Wyoming (part)	Kallman	Matt	matt@matkallman.com	R	4099 108th St. SW Byron Center, MI 49315	616-915-5098
10 Caledonia Township (part) Gaines Township	Post Brieve	Emily	emilypostbrieve@gmail.com	R	7438 Missoula Dr. SE Caledonia, MI 49316	616-502-5010
11 Ada Township City of E. Grand Rapids (part) Grand Rapids Township	Saalfeld*	Jim	jsaalfeld@att.net	R	205 Morningside Dr. SE Grand Rapids, MI 49506	616-464-1939
12 City of Kentwood (part) City of Wyoming (part)	Mast*	Harold	hamast@comcast.net	R	PO Box 8737 Kentwood, MI 49518	616-532-5686
13 City of Kentwood (part)	Vander Molen*	Richard	rmolen@sbcglobal.net	R	2171 Fawnwood Kentwood, MI 49508	616-455-1562
18 Plainfield Township (part)	Koomdyk*	Dan	dankoomdyk@yahoo.com	R	35 Bel-Air Dr. NE Grand Rapids, MI 49503	616-458-8934
19 City of E. Grand Rapids (part)	Shroll*	Shana	shana.e.shroll@gmail.com	R	1612 Woodward Ave. SE Grand Rapids, MI 49506	616-292-4624

\*INCUMBANT



**KDL**  
Kent District Library  
[www.kdl.org](http://www.kdl.org)



**City Manager's Office**

Telephone 616/530-7272

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

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



August 15, 2016

Wyoming City Council  
Wyoming, Michigan

City Manager's Report No. 16-06

Subject: Acceptance of an Easement, Temporary Permit, Utilities Easement and Watermain Easement at 1275 Prairie Parkway, SW, and 1216 – 28<sup>th</sup> Street, SW (Wyoming Mall, LLC)

**Councilmembers:**

Wyoming Mall, LLC, owner of 1275 Prairie Parkway and 1216 – 28<sup>th</sup> Street, SW, has submitted the following described Easement, Temporary Permit, Utilities Easement and Watermain Easement in conjunction with construction of 28 West Place. The Easement conveys an Easement for highway purposes. The Temporary Permit will allow access for construction and grading purposes. The Utilities Easement conveys rights to construct and maintain multiple utilities, including watermain, storm sewer and sanitary sewer. The Watermain Easement conveys rights to construct and maintain watermain. All acquisitions are for the 28 West Place project. The various easement areas are shown on the attached Estimate of Just Compensation drawing.

Grantor:	Wyoming Mall, LLC
Parcels:	41-17-14-126-013 and 41-17-14-126-020
Right-of-way Size	49,741 – Land Acquisition – Easement 20,917 sf – Temporary Permit 43,755 sf – Utilities Easement 15,079 sf – Watermain Easement
Consideration:	\$315,322.00

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

Respectfully submitted,  
  
Curtis L. Holt  
City Manager

Attachments: Estimate of Just Compensation  
Easement  
Temporary Permit  
Utilities Easement  
Watermain Easement

- 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

# CITY OF WYOMING ESTIMATE OF JUST COMPENSATION

**PROJECT:** 28 West Place

**SITE DATA:**

*Permanent Parcel No.:* 41-17-14-126-013 and  
41-17-14-126-020

*Parcel:* Wyoming Mall, LLC  
*Address:* 1275 Prairie Parkway, SW and 1216 28<sup>th</sup> St., SW

*Land Use:* Commercial *Size:* 15.041 Ac (total)  
*Zoning:* 201

**ACQUISITION DESCRIPTION:**  
Square foot values based on Appraisal by R.S. Thomas & Associates, Inc. Temporary Permits paid at 10% of square foot value per Wyoming procedures or as mutual consideration.

**Summary of Costs:**

Easement:

An irregular parcel of land through the subject property as shown on sketch.  
Area: 49,741 sft

Temporary Permit:

An irregular parcel of land adjacent to the above referenced Easement Area as shown on sketch.  
Area: 7,100 sft

Temporary Permit (Mutual Benefit):

An irregular parcel of land adjacent to the above referenced Easement Area as shown on sketch.  
Area: 13,817 sft

Total Temporary Permit Area: 20,917 sft

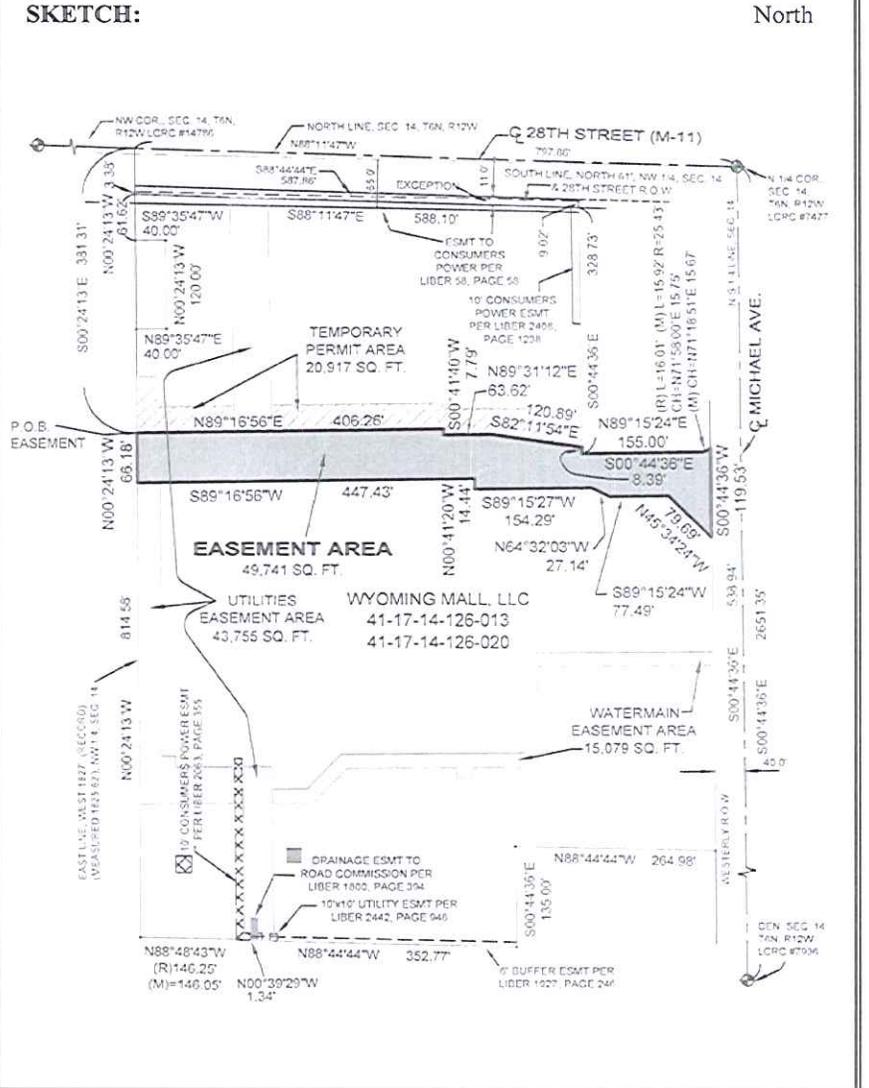
Utilities Easement (Mutual Benefit):

An irregular parcel of land through the subject property as shown on sketch.  
Area: 43,755 sft

Watermain Easement (Mutual Benefit):

An irregular parcel of land as shown on sketch.  
Area: 15,079 sft

**SKETCH:**



**COMPUTATION OF VALUE:**

LAND ACQUISITION, EASEMENT 49,741 s.f. (Area) X \$6.25 / s.f. = \$310,881.25, round to \$310,881.00	<b>\$ 310,881.00</b>
LAND ACQUISITION, TEMPORARY PERMIT 7,100 s.f. (Area) X \$0.625 / s.f. = \$4,437.50, round to \$4,438.00	<b>\$4,438.00</b>
LAND ACQUISITION, TEMPORARY PERMIT (MUTUAL BENEFIT) 13,817 s.f. (Area) - Mutual Benefit, nominal consideration of \$1.00	<b>\$ 1.00</b>
LAND ACQUISITION, UTILITIES EASEMENT (MUTUAL BENEFIT) 43,755 s.f. (Area) - Mutual Benefit, nominal consideration of \$1.00	<b>\$ 1.00</b>
LAND ACQUISITION, WATERMAIN EASEMENT (MUTUAL BENEFIT) 15,079 s.f. (Area) - Mutual Benefit, nominal consideration of \$1.00	<b>\$ 1.00</b>

Signed:

*Deborah S Poeder*  
Land Matters, llc  
Deborah S. Poeder

For information call 616.791.9805

**\$ 315,322.00**

Agreed to by:

*Joshua T. Weiner*  
Wyoming Mall, LLC  
By: Joshua T. Weiner  
Its: Member, Manager

**CITY OF WYOMING  
EASEMENT**

Parcel No. 41-17-14-126-013 and 41-17-14-126-020

The Grantor, **Wyoming Mall, LLC**, a Michigan limited liability company, successor by conversion with Wyoming Mall, LTD., a Michigan Domestic Limited Partnership, whose address is 700 Mall Drive, P.O. Box 2470, Portage, MI 49081-2470

**DOES HEREBY GRANT AND CONVEY TO:**

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

**See Exhibit A attached hereto for the Easement Area, Easement Legal Description, and Property Legal Description (Parcel No. 41-17-14-126-013 and 41-17-14-126-020)**

**For the full consideration of Three Hundred Ten Thousand Eight Hundred Eighty One Dollars and No Cents (\$310,881.00).**

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

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

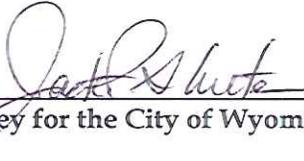
Grantor shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area which would interfere with the intended use of the Easement.

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

The Consent of Grantor's Mortgagee is attached hereto.

DATED: 7-12-16

Approved as a form:

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

**GRANTOR:**

Wyoming Mall, L.L.C., a Michigan limited liability company, successor by conversion with Wyoming Mall, LTD., a Michigan Domestic Limited Partnership

By: Joshua T. Weiner  
Its: Manager

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF Kalamazoo     )

The foregoing instrument was acknowledged before me in Kalamazoo County, Michigan on this 12<sup>th</sup> day of July, 2016, by Joshua T. Weiner, Manager of Wyoming Mall, LLC, a Michigan limited liability company, successor by conversion with Wyoming Mall, LTD., a Michigan Domestic Limited Partnership.

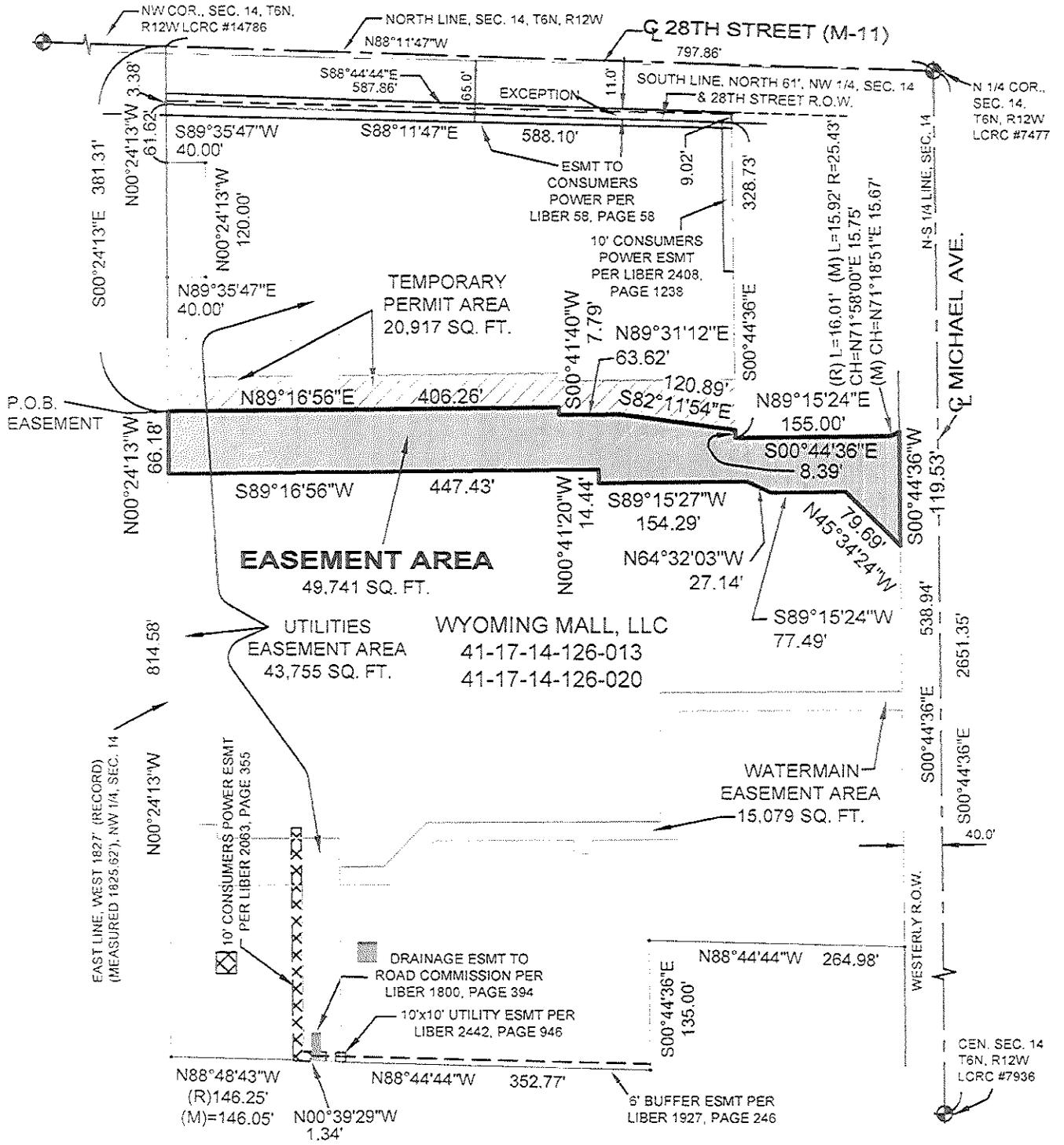
\_\_\_\_\_  
Notary Public  
State of Michigan, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of Kalamazoo

 **JENNY R GATELY**  
Notary Public, State of Michigan  
County of Kalamazoo  
My Commission Expires Apr. 23, 2017  
Acting in the County of \_\_\_\_\_

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:  
John C. Bueche, P.S.  
Pathfinder Engineering, Inc.  
2335 Byron Center Ave., SW  
Wyoming, Michigan 49519

# EXHIBIT A



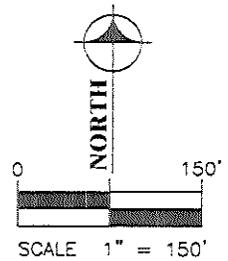
EAST LINE, WEST 1827' (RECORD)  
(MEASURED 1825.62'), NW 1/4, SEC. 14

10' CONSUMERS POWER ESMT  
PER LIBER 2083, PAGE 355

DRAINAGE ESMT TO  
ROAD COMMISSION PER  
LIBER 1800, PAGE 394

10'x10' UTILITY ESMT PER  
LIBER 2442, PAGE 946

6' BUFFER ESMT PER  
LIBER 1927, PAGE 246



BEARING BASE: KENT COUNTY  
REMONUMENTATION

*John C. Bueche*  
JOHN C. BUECHE P.S. 13027

**Pathfinder**  
Engineering, Inc.

2335 Byron Center Ave. S.W. Wyoming, MI 49519  
Phone 1-616-878-3885 Fax 1-616-878-4559

DATE  
6-21-16  
PROJECT NO.  
14032  
SHEET NO.  
1 OF 2

## EXHIBIT A

**PROPERTY LEGAL DESCRIPTION (41-17-14-126-013 & 41-17-14-126-020):** PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF 28TH STREET (100.00 FEET WIDE) WITH THE WEST LINE OF MICHAEL AVENUE (80.00 FEET WIDE); THENCE SOUTH ALONG THE WEST LINE OF SAID MICHAEL AVENUE (80.00 FEET WIDE), 327.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF SAID MICHAEL AVENUE (80.00 FEET WIDE), 538.94 FEET TO A POINT WHICH IS 135.00 FEET NORTH ALONG THE WEST LINE OF SAID MICHAEL AVENUE FROM THE WESTERLY EXTENSION OF THE NORTH LINE OF PRAIRIE PARKWAY (FORMERLY COLRAIN STREET); THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID 28TH STREET, 264.98 FEET TO A POINT 305.00 FEET WEST OF THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 14; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID MICHAEL AVENUE, 135.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID 28TH STREET, 352.77 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH ALONG SAID WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 14, 1.34 FEET TO SAID WESTERLY EXTENSION OF THE NORTH LINE OF PRAIRIE PARKWAY (FORMERLY COLRAIN STREET); THENCE WESTERLY ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE OF SAID PRAIRIE PARKWAY (FORMERLY COLRAIN STREET), 146.25 FEET TO A POINT BEING 1827.00 FEET EAST FROM THE WEST LINE OF SAID SECTION 14; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION 14, 814.58 FEET TO A POINT WHICH IS 185.00 FEET SOUTH FROM THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE); THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE NORTH 120.00 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 14; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE NORTH 65.00 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 14 TO THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE); THENCE EAST 587.86 FEET ALONG THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE) TO A POINT WHICH IS 170.00 FEET WEST ALONG THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE) FROM THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE) WITH THE WEST LINE OF SAID MICHAEL AVENUE (80.00 FEET WIDE); THENCE SOUTH 337.75 FEET PARALLEL WITH THE WEST LINE OF SAID MICHAEL AVENUE: THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 155.00 FEET; THENCE NORTHEASTERLY 16.01 FEET ALONG A 25.43 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 71 DEGREES 58 MINUTES 00 SECONDS EAST 15.75 FEET TO THE POINT OF BEGINNING, EXCEPTING THAT PART DEEDED TO THE CITY OF WYOMING BY QUIT CLAIM DEED RECORDED IN LIBER 4825, PAGE 676 AND DESCRIBED AS FOLLOWS: THE SOUTH 11.00 FEET OF THE NORTH 61.00 FEET OF THE NORTHWEST 1/4 OF SECTION 14, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, EXCEPT THE WEST 1827.00 FEET AND EXCEPT THE EAST 190.00 FEET THEREOF.

**EASEMENT LEGAL DESCRIPTION:** PART OF THE NORTHWEST 1/4 OF SECTION 14, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 14; THENCE N88°11'47"W 797.86 FEET ALONG THE NORTH LINE OF SAID SECTION 14 TO THE EAST LINE OF THE WEST 1827 FEET AS RECORDED (MEASURED 1825.62 FEET) OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S00°24'13"E 381.31 FEET ALONG SAID EAST LINE OF THE WEST 1827 FEET AS RECORDED (MEASURED 1825.62 FEET) OF THE NORTHWEST 1/4 OF SECTION 14 TO THE POINT OF BEGINNING; THENCE N89°16'56"E 406.26 FEET; THENCE S00°41'40"W 7.79 FEET; THENCE N89°31'12"E 63.62 FEET; THENCE S82°11'54"E 120.89 FEET; THENCE S00°44'36"E 8.39 FEET; THENCE N89°15'24"E 155.00 FEET; THENCE EASTERLY (RECORDED) 16.01 FEET ALONG A 25.43 FOOT RADIUS CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS N71°58'00"E 15.75 FEET (MEASURED 15.92 FEET ALONG A 25.43 FOOT RADIUS CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS S71°18'51"W 15.67 FEET) TO THE WESTERLY RIGHT-OF-WAY LINE OF MICHAEL AVENUE (80' WIDE); THENCE S00°44'36"W 119.53 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MICHAEL AVENUE (80' WIDE); THENCE N45°34'24"W 79.69 FEET; THENCE S89°15'24"W 77.49 FEET; THENCE N64°32'03"W 27.14 FEET; THENCE S89°15'27"W 154.29 FEET; THENCE N00°41'20"W 14.44 FEET; THENCE S89°16'56"W 447.43 FEET TO SAID EAST LINE OF THE WEST 1827 FEET AS RECORDED (MEASURED 1825.62 FEET) OF THE NORTHWEST 1/4 OF SECTION 14; THENCE N00°24'13"W 66.18 FEET ALONG SAID EAST LINE OF THE WEST 1827 FEET AS RECORDED (MEASURED 1825.62 FEET) OF THE NORTHWEST 1/4 OF SECTION 14 TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD. CONTAINS 49,741 SQUARE FEET, MORE OR LESS.

NOTE: PROPERTY LEGAL DESCRIPTION FROM SUN  
TITLE COMMITMENT #PC100341 (DATED 3--17--16)

**Pathfinder**  
Engineering, Inc.

2335 Byron Center Ave. S.W. Wyoming, MI 49519  
Phone 1-616-878-3885 Fax 1-616-878-4559

DATE  
6-21-16  
PROJECT NO.  
14032  
SHEET NO.  
2 OF 2

CITY OF WYOMING  
TEMPORARY PERMIT

Parcel No. 41-17-14-126-013 and 41-17-14-126-020

The Grantor, **Wyoming Mall, LLC**, a Michigan limited liability company, successor by conversion with Wyoming Mall, LTD., a Michigan Domestic Limited Partnership, whose address is 700 Mall Drive, P.O. Box 2470, Portage, MI 49081-2470

DOES HEREBY GRANT AND CONVEY TO:

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

See Exhibit A attached hereto for the Temporary Permit Area, Temporary Permit Legal Description, and Property Legal Description (Parcel No. 41-17-14-126-013 and 41-17-14-126-020)

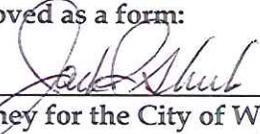
The Temporary Permit as referenced herein is granted and conveyed for the full consideration of Four Thousand Four Hundred Thirty Nine Dollars and No Cents (\$4,439.00).

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the 28 West Place Project, including restoration of the Temporary Permit Area.

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

DATED: 7-12-16

Approved as a form:

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

GRANTOR:

**Wyoming Mall, LLC**, a Michigan limited liability company, successor by conversion with Wyoming Mall, LTD., a Michigan Domestic Limited Partnership

  
\_\_\_\_\_  
By: Joshua T. Weiner  
Its: Manager

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

Legal Description by:  
John C. Bueche, P.S.  
Pathfinder Engineering, Inc.  
2335 Byron Center Ave., SW  
Wyoming, MI 49519



## EXHIBIT A

**PROPERTY LEGAL DESCRIPTION (41-17-14-126-013 & 41-17-14-126-020):** PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF 28TH STREET (100.00 FEET WIDE) WITH THE WEST LINE OF MICHAEL AVENUE (80.00 FEET WIDE); THENCE SOUTH ALONG THE WEST LINE OF SAID MICHAEL AVENUE (80.00 FEET WIDE), 327.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF SAID MICHAEL AVENUE (80.00 FEET WIDE), 538.94 FEET TO A POINT WHICH IS 135.00 FEET NORTH ALONG THE WEST LINE OF SAID MICHAEL AVENUE FROM THE WESTERLY EXTENSION OF THE NORTH LINE OF PRAIRIE PARKWAY (FORMERLY COLRAIN STREET); THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID 28TH STREET, 264.98 FEET TO A POINT 305.00 FEET WEST OF THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 14; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID MICHAEL AVENUE, 135.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID 28TH STREET, 352.77 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH ALONG SAID WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 14, 1.34 FEET TO SAID WESTERLY EXTENSION OF THE NORTH LINE OF PRAIRIE PARKWAY (FORMERLY COLRAIN STREET); THENCE WESTERLY ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE OF SAID PRAIRIE PARKWAY (FORMERLY COLRAIN STREET), 146.25 FEET TO A POINT BEING 1827.00 FEET EAST FROM THE WEST LINE OF SAID SECTION 14; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION 14, 814.58 FEET TO A POINT WHICH IS 185.00 FEET SOUTH FROM THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE); THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE NORTH 120.00 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 14; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE NORTH 65.00 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 14 TO THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE); THENCE EAST 587.86 FEET ALONG THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE) TO A POINT WHICH IS 170.00 FEET WEST ALONG THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE) FROM THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE) WITH THE WEST LINE OF SAID MICHAEL AVENUE (80.00 FEET WIDE); THENCE SOUTH 337.75 FEET PARALLEL WITH THE WEST LINE OF SAID MICHAEL AVENUE: THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 155.00 FEET; THENCE NORTHEASTERLY 16.01 FEET ALONG A 25.43 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 71 DEGREES 58 MINUTES 00 SECONDS EAST 15.75 FEET TO THE POINT OF BEGINNING, EXCEPTING THAT PART DEEDED TO THE CITY OF WYOMING BY QUIT CLAIM DEED RECORDED IN LIBER 4825, PAGE 676 AND DESCRIBED AS FOLLOWS: THE SOUTH 11.00 FEET OF THE NORTH 61.00 FEET OF THE NORTHWEST 1/4 OF SECTION 14, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, EXCEPT THE WEST 1827.00 FEET AND EXCEPT THE EAST 190.00 FEET THEREOF.

**TEMPORARY PERMIT LEGAL DESCRIPTION:** PART OF THE NORTHWEST 1/4 OF SECTION 14, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 14; THENCE N88°11'47"W 797.86 FEET ALONG THE NORTH LINE OF SAID SECTION 14 TO THE EAST LINE OF THE WEST 1827 FEET AS RECORDED (MEASURED 1825.62 FEET) OF THE NORTHWEST 1/4 OF SECTION 14; THENCE S00°24'13"E 306.30 FEET ALONG SAID EAST LINE OF THE WEST 1827 FEET AS RECORDED (MEASURED 1825.62 FEET) OF THE NORTHWEST 1/4 OF SECTION 14 TO THE POINT OF BEGINNING; THENCE N89°16'56"E 25.00 FEET; THENCE S00°24'13"E 40.00 FEET PARALLEL WITH SAID EAST LINE OF THE WEST 1827 FEET AS RECORDED (MEASURED 1825.62 FEET) OF THE NORTHWEST 1/4 OF SECTION 14; THENCE N89°16'56"E 103.40 FEET; THENCE S00°56'12"E 35.00 FEET TO REFERENCE POINT A; THENCE S89°16'56"W 128.72 FEET TO SAID EAST LINE OF THE WEST 1827 FEET AS RECORDED (MEASURED 1825.62 FEET) OF THE NORTHWEST 1/4 OF SECTION 14; THENCE N00°24'13"W 75.00 FEET ALONG SAID EAST LINE OF THE WEST 1827 FEET AS RECORDED (MEASURED 1825.62 FEET) OF THE NORTHWEST 1/4 OF SECTION 14 TO THE POINT OF BEGINNING.

THENCE RECOMMENCING AT REFERENCE POINT "A"; THENCE N89°16'56"E 50.00 FEET TO THE POINT OF BEGINNING; THENCE N00°56'12"W 35.00 FEET; THENCE N89°16'56"E 227.69 FEET; THENCE S00°41'40"E 7.79 FEET; THENCE N89°31'12"E 183.14 FEET; THENCE S00°44'36"E 52.41 FEET PARALLEL WITH THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 14; THENCE N82°11'54"W 120.89 FEET; THENCE S89°31'12"W 63.62 FEET; THENCE N00°41'40"W 7.79 FEET; THENCE S89°16'56"W 227.54 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD. COMBINED, CONTAINS 20,917 SQUARE FEET, MORE OR LESS.

NOTE: PROPERTY LEGAL DESCRIPTION FROM SUN  
TITLE COMMITMENT #PC100341 (DATED 3-17-16)

**Pathfinder**  
Engineering, Inc.

2335 Byron Center Ave. S.W. Wyoming, MI 49519  
Phone 1-616-878-3885 Fax 1-616-878-4559

DATE  
6-21-16  
PROJECT NO.  
14032  
SHEET NO.  
2 OF 2

CITY OF WYOMING  
UTILITIES EASEMENT

Parcel No. 41-17-14-126-013 and 41-17-14-126-020

The Grantor, **Wyoming Mall, LLC**, a Michigan limited liability company, successor by conversion with Wyoming Mall, LTD., a Michigan Domestic Limited Partnership, whose address is 700 Mall Drive, P.O. Box 2470, Portage, MI 49081-2470

**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) a **Utilities Easement** for Sanitary Sewer, Storm Sewer and Watermain purposes (hereinafter referred to as "Utilities"), including the right to enter upon the real property at any time and to construct, reconstruct, replace, repair, operate and maintain the Utilities and appurtenances in, over, under, across, through and upon said real property together with the right to excavate and refill ditches and/or trenches for the location of said Utilities and appurtenances, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, reconstruction, replacement, repair, operation and maintenance of said Utilities and appurtenances in, over, under, across, through and upon said real property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Utilities Easement Area, Utilities Easement Legal Description and Property Legal Description (Parcel No. 41-17-14-126-013 and 41-17-14-126-020)

For the full consideration of One dollar and No Cents (\$1.00).

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

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

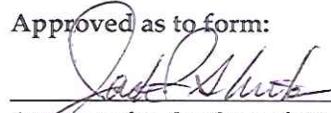
Grantor shall not grant an easement to any other party within the Easement Area without the prior written consent of the City of Wyoming.

This easement is exempt from state and county transfer tax pursuant to MCLA 207.505 (a) and MCLA 207.526 (a).

The Consent of Grantor's Mortgagee is attached hereto.

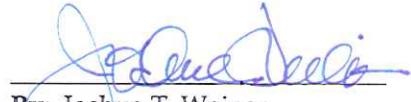
DATED: 7-12-16

Approved as to form:

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

**GRANTOR:**

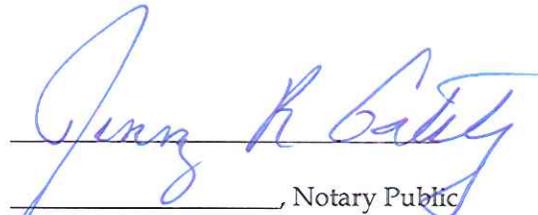
**Wyoming Mall, LLC**, a Michigan limited liability company, successor by conversion with Wyoming Mall, LTD., a Michigan Domestic Limited Partnership



By: Joshua T. Weiner  
Its: Manager

STATE OF MICHIGAN            )  
  )ss.  
COUNTY OF Kalamazoo    )

The foregoing instrument was acknowledged before me in Kalamazoo County, Michigan on this 12<sup>th</sup> day of July, 2016, by Joshua T. Weiner, Manager of **Wyoming Mall, LLC**, a Michigan limited liability company, successor by conversion with Wyoming Mall, LTD., a Michigan Domestic Limited Partnership.



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



**JENNY R GATELY**  
Notary Public, State of Michigan  
County of Kalamazoo  
My Commission Expires Apr. 23, 2017  
Acting in the County of Kalamazoo

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

Legal Description by:  
Pathfinder Engineering, Inc.  
John C. Bueche, P.S.  
2335 Byron Center Ave., SW  
Wyoming, MI 49519



## EXHIBIT A

**PROPERTY LEGAL DESCRIPTION (41-17-14-126-013 & 41-17-14-126-020):** PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF 28TH STREET (100.00 FEET WIDE) WITH THE WEST LINE OF MICHAEL AVENUE (80.00 FEET WIDE); THENCE SOUTH ALONG THE WEST LINE OF SAID MICHAEL AVENUE (80.00 FEET WIDE), 327.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF SAID MICHAEL AVENUE (80.00 FEET WIDE), 538.94 FEET TO A POINT WHICH IS 135.00 FEET NORTH ALONG THE WEST LINE OF SAID MICHAEL AVENUE FROM THE WESTERLY EXTENSION OF THE NORTH LINE OF PRAIRIE PARKWAY (FORMERLY COLRAIN STREET); THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID 28TH STREET, 264.98 FEET TO A POINT 305.00 FEET WEST OF THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 14; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID MICHAEL AVENUE, 135.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID 28TH STREET, 352.77 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH ALONG SAID WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 14, 1.34 FEET TO SAID WESTERLY EXTENSION OF THE NORTH LINE OF PRAIRIE PARKWAY (FORMERLY COLRAIN STREET); THENCE WESTERLY ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE OF SAID PRAIRIE PARKWAY (FORMERLY COLRAIN STREET), 146.25 FEET TO A POINT BEING 1827.00 FEET EAST FROM THE WEST LINE OF SAID SECTION 14; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION 14, 814.58 FEET TO A POINT WHICH IS 185.00 FEET SOUTH FROM THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE); THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE NORTH 120.00 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 14; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE NORTH 65.00 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 14 TO THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE); THENCE EAST 587.86 FEET ALONG THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE) TO A POINT WHICH IS 170.00 FEET WEST ALONG THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE) FROM THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID 28TH STREET (100.00 FEET WIDE) WITH THE WEST LINE OF SAID MICHAEL AVENUE (80.00 FEET WIDE); THENCE SOUTH 337.75 FEET PARALLEL WITH THE WEST LINE OF SAID MICHAEL AVENUE; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 155.00 FEET; THENCE NORTHEASTERLY 16.01 FEET ALONG A 25.43 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 71 DEGREES 58 MINUTES 00 SECONDS EAST 15.75 FEET TO THE POINT OF BEGINNING, EXCEPTING THAT PART DEEDED TO THE CITY OF WYOMING BY QUIT CLAIM DEED RECORDED IN LIBER 4825, PAGE 676 AND DESCRIBED AS FOLLOWS: THE SOUTH 11.00 FEET OF THE NORTH 61.00 FEET OF THE NORTHWEST 1/4 OF SECTION 14, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, EXCEPT THE WEST 1827.00 FEET AND EXCEPT THE EAST 190.00 FEET THEREOF.

**UTILITIES EASEMENT LEGAL DESCRIPTION:** PART OF THE NORTHWEST 1/4 OF SECTION 14, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 14; THENCE N88°11'47"W 797.86 FEET ALONG THE NORTH LINE OF SAID SECTION 14 TO THE EAST LINE OF THE WEST 1827.00 FEET (MEASURED 1825.62 FEET) OF THE NORTHWEST 1/4 OF SAID SECTION 14 AND REFERENCE POINT A; THENCE S00°24'13"E 447.48 FEET ALONG THE EAST LINE OF THE WEST 1827.00 FEET (MEASURED 1825.62 FEET) OF THE NORTHWEST 1/4 OF SAID SECTION 14 TO THE POINT OF BEGINNING; THENCE N89°16'56"E 30.58 FEET; THENCE S00°24'13"E 366.66 FEET PARALLEL WITH SAID EAST LINE OF THE WEST 1827.00 FEET (MEASURED 1825.62 FEET) OF THE NORTHWEST 1/4 OF SECTION 14; THENCE N89°35'47"E 17.96 FEET; THENCE S00°24'13"E 15.00 FEET PARALLEL WITH SAID EAST LINE OF THE WEST 1827.00 FEET (MEASURED 1825.62 FEET) OF THE NORTHWEST 1/4 OF SECTION 14; THENCE N89°35'47"E 127.08 FEET; THENCE S00°43'07"E 234.57 FEET; THENCE N88°44'44"W 30.93 FEET PARALLEL WITH THE RIGHT-OF-WAY LINE OF 28TH STREET; THENCE N00°39'29"W 1.34 FEET; THENCE N88°48'43"W 9.10 FEET; THENCE N00°43'07"W 182.09 FEET; THENCE S89°35'47"W 135.90 FEET TO SAID EAST LINE OF THE WEST 1827.00 FEET (MEASURED 1825.62 FEET) OF THE NORTHWEST 1/4 OF SECTION 14; THENCE N00°24'13"W 431.48 FEET ALONG SAID EAST LINE OF THE WEST 1827.00 FEET (MEASURED 1825.62 FEET) OF THE NORTHWEST 1/4 OF SECTION 14 TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

THENCE RECOMMENCING AT REFERENCE POINT A; THENCE S00°24'13"E 61.04 FEET ALONG THE EAST LINE OF THE WEST 1827.00 FEET (MEASURED 1825.62 FEET) OF THE NORTHWEST 1/4 OF SAID SECTION 14 TO THE SOUTH LINE OF THE NORTH 61 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S88°11'47"E 125.89 FEET ALONG SAID SOUTH LINE OF THE NORTH 61 FEET OF THE NORTHWEST 1/4 OF SECTION 14 AND TO THE POINT OF BEGINNING; THENCE CONTINUING S88°11'47"E 50.06 FEET ALONG SAID SOUTH LINE OF THE NORTH 61 FEET OF THE NORTHWEST 1/4 OF SECTION 14; THENCE S00°56'12"E 312.52 FEET; THENCE S89°16'56"W 50.00 FEET; THENCE N00°56'12"W 314.72 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD. COMBINED, CONTAINS 43,755 SQUARE FEET, MORE OR LESS.

NOTE: PROPERTY LEGAL DESCRIPTION FROM SUN  
TITLE COMMITMENT #PC100341 (DATED 3-17-16)

**Pathfinder**  
Engineering, Inc.

2335 Byron Center Ave. S.W. Wyoming, MI 49519  
Phone 1-616-878-3885 Fax 1-616-878-4559

DATE  
6-21-16  
PROJECT NO.  
14032  
SHEET NO.  
2 OF 2

**CITY OF WYOMING**  
**WATERMAIN EASEMENT**  
Parcel No. 41-17-14-126-013 and 41-17-14-126-020

The Grantor, **Wyoming Mall, LLC**, a Michigan limited liability company, successor by conversion with Wyoming Mall, LTD., a Michigan Domestic Limited Partnership, whose address is 700 Mall Drive, P.O. Box 2470, Portage, MI 49081-2470

**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) a **Watermain Easement** for Watermain purposes, including the right to enter upon the real property at any time and to construct, reconstruct, replace, repair, operate and maintain the watermain and appurtenances in, over, under, across, through and upon said real property together with the right to excavate and refill ditches and/or trenches for the location of said watermain and appurtenances, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, reconstruction, replacement, repair, operation and maintenance of said watermain and appurtenances in, over, under, across, through and upon said real property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Watermain Easement Area, Watermain Easement Legal Description and Property Legal Description (Parcel No. 41-17-14-126-013 and 41-17-14-126-020)

For the full consideration of One dollar and No Cents (\$1.00).

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

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

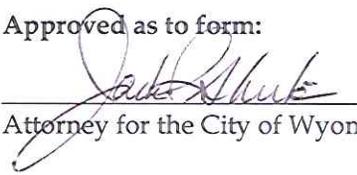
Grantor shall not grant an easement to any other party within the Easement Area without the prior written consent of the City of Wyoming.

This easement is exempt from state and county transfer tax pursuant to MCLA 207.505 (a) and MCLA 207.526 (a).

The Consent of Grantor's Mortgagee is attached hereto.

DATED: 7-12-16

Approved as to form:

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

GRANTOR:

Wyoming Mall, LLC, a Michigan limited liability company, successor by conversion with Wyoming Mall, LTD., a Michigan Domestic Limited Partnership

  
By: Joshua T. Weiner  
Its: Manager

STATE OF MICHIGAN            )  
  )ss.  
COUNTY OF Kalamazoo    )

The foregoing instrument was acknowledged before me in Kalamazoo County, Michigan on this 12<sup>th</sup> day of July, 2016, by Joshua T. Weiner, Manager of Wyoming Mall, LLC, a Michigan limited liability company, successor by conversion with Wyoming Mall, LTD., a Michigan Domestic Limited Partnership.

  
Jenny R Gately, Notary Public  
State of Michigan, County of Kalamazoo  
My Commission Expires: 4/23/2017  
Acting in the County of: Kalamazoo



JENNY R GATELY  
Notary Public, State of Michigan  
County of Kalamazoo  
My Commission Expires Apr. 23, 2017  
Acting in the County of \_\_\_\_\_

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

Legal Description by:  
Pathfinder Engineering, Inc.  
John C. Bueche, P.S.  
2335 Byron Center Ave., SW  
Wyoming, MI 49519



## EXHIBIT A

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WATERMAIN EASEMENT LEGAL DESCRIPTION: PART OF THE NORTHWEST 1/4 OF SECTION 14, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 14; THENCE N88°11'47"W 797.86 FEET ALONG THE NORTH LINE OF SAID SECTION 14 TO THE EAST LINE OF THE WEST 1827.00 FEET (MEASURED 1825.62 FEET) OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S00°24'13"E 878.96 FEET ALONG SAID EAST LINE OF THE WEST 1827.00 FEET (MEASURED 1825.62 FEET) OF THE NORTHWEST 1/4 OF SECTION 14; THENCE N89°35'47"E 175.90 FEET TO THE POINT OF BEGINNING; THENCE N00°43'07"W 20.00 FEET; THENCE N89°35'47"E 45.91 FEET; THENCE N44°06'13"E 64.55 FEET; THENCE N89°33'52"E 243.14 FEET; THENCE N00°31'30"W 134.72 FEET; THENCE N89°32'19"E 251.30 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MICHAEL AVENUE (80.0 FEET WIDE); THENCE S00°44'36"E 20.00 FEET ALONG SAID WESTERLY RIGHT-OF-WAY; THENCE S89°32'19"W 231.38 FEET; THENCE S00°31'30"E 134.73 FEET; THENCE S89°33'52"W 90.51 FEET; THENCE S00°47'41"E 14.33 FEET; THENCE S89°33'52"W 20.00 FEET; THENCE N00°47'41"W 14.33 FEET; THENCE S89°33'52"W 144.28 FEET; THENCE S44°06'13"W 64.55 FEET; THENCE S89°35'47"W 54.19 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD. CONTAINS 15,079 SQUARE FEET, MORE OR LESS.

NOTE: PROPERTY LEGAL DESCRIPTION FROM SUN TITLE COMMITMENT #PC100341 (DATED 3-17-16)

**Pathfinder**  
Engineering, Inc.

2335 Byron Center Ave. S.W. Wyoming, MI 49519  
Phone 1-616-878-3885 Fax 1-616-878-4559

DATE  
6-21-16  
PROJECT NO.  
14032  
SHEET NO.  
2 OF 2

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: August 15, 2016**

**Budget Amendment No. 018**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$5,000.00 of budgetary authority to provide additional funding for the purchase of Detective Bureau recording room equipment. Additional revenues were received in fiscal year 2016 in the Drug Forfeiture Fund to offset the FY 2017 expenses.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Drug Law Enforcement Fund</u></b>				
Police - Patrol - Capital Outlay State Grant Funds				
265-305-31500-973.013	20,000.00	5,000.00		25,000.00
Fund Balance/Working Capital (Fund 265)				5,000.00

Recommended: Kate Baugous  
Senior Accountant

[Signature]  
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

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

RESOLUTION OF APPRECIATION TO ANTHONY WOODRUFF FOR HIS SERVICE  
AS A MEMBER OF THE PLANNING COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. Anthony Woodruff has served faithfully and effectively as a member of the Planning Commission since June 15, 2009.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Anthony Woodruff for his dedicated service as a member of the Planning Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 15, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

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

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

WHEREAS:

1. The 2016 Michigan Municipal League's Annual Convention will be held on Mackinac Island, Michigan, September 14-16, 2016.
2. It is the desire of the City Council that Wyoming be represented at the conference by Mayor Pro Tem Sam Bolt.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council hereby authorize Mayor Pro Tem Sam Bolt to attend the 2016 Michigan Municipal League's Annual Convention on September 14 - 16, 2016.
2. That Mayor Pro Tem Sam Bolt will submit his expense reports at the conclusion of the conference for approval at the next regular City Council meeting.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 15, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

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

RESOLUTION TO SEEK REVOCATION OF INDUSTRIAL FACILITIES  
EXEMPTION CERTIFICATES FOR ZINGER SHEET METAL

WHEREAS:

1. On November 19, 2012 and on October 21, 2013 the Wyoming City Council approved applications for industrial facilities exemption certificates for a facility owned by Zinger Sheet Metal Co. located at 4055 Stafford Ave SW, Wyoming, Michigan, which is within the Industrial District Number 210.
2. On June 19, 2013, the State Tax Commission issued Industrial Facilities Exemption Certificate No. 2013-017 for a term of eleven (11) years set to expire on December 31, 2024 and on January 7, 2014 issued Industrial Facilities Exemption Certificate No. 2013-469 to Zinger Sheet Metal Co. for a term of six (6) years to expire on December 30, 2019.
3. Zinger Sheet Metal Co. relocated its operations from the facility located at 4055 Stafford Ave SW, Wyoming, Michigan prior to establishing an Industrial Development District at its new location at 4005 Roger B Chaffee Blvd SE, Wyoming, Michigan.
4. Section 4(1), of 1974 PA 198, as amended, MCL 207.554(3), provides that except as provided in section 9(2)(h), after December 31, 1983, a request for the establishment of a proposed plant rehabilitation district or industrial development district shall be filed only in connection with a proposed replacement facility or new facility, the construction, acquisition, alteration, or installation of or for which has not commenced at the time of the filing of the request. The legislative body of a local governmental unit shall not establish a plant rehabilitation district or an industrial development district pursuant to subsection (2) if it finds that the request for the district was filed after the commencement of construction, alteration, or installation of, or of an acquisition related to, the proposed replacement facility or new facility. This subsection shall not apply to a speculative building.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds that the purposes of Industrial Facilities Certificate Numbers 2013-017 and 2013-469 are not being fulfilled because Zinger Sheet Metal Co. moved from their location at 4055 Stafford Ave SW, Wyoming, Michigan as a manufacturing facility in a manner inconsistent with the purposes of the Act, having relocated prior to the establishment of an Industrial Development District at its new location.
2. The City requests that the State Tax Commission revoke Industrial Facilities Certificate Numbers 2013-017 and 2013-469.

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 August 15, 2016.

\_\_\_\_\_  
Kelli A Vandenberg, Wyoming City Clerk

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

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

RESOLUTION TO AUTHORIZE THE SETTLEMENT OF  
ROBERT D. DRAKE JR. WORKERS' COMPENSATION CASE

WHEREAS:

1. A settlement in the amount of \$30,000 has been negotiated in the workers' compensation case of Robert D. Drake Jr., subject to the approval of the Wyoming City Council.
2. It is recommended such settlement be approved.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the settlement of Robert D. Drake workers' compensation case for the amount of \$30,000 in accordance with the redemption 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 August 15, 2016.

ATTACHMENT:  
Letter from Brian Fleming

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

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



**BLEAKLEY  
CYPHER  
PARENT  
WARREN  
& QUINN**

**ATTORNEYS AT LAW**

Michael C. Mysliwiec  
John A. Quinn  
Mark C. White  
Roger N. Martin  
Douglas J. Klein  
Brian R. Fleming  
James J. Helminski  
Julie A. Jackimowicz  
Steven C. Highfield\*  
Nicholas M. Risko  
Michael A. Osman

**PARALEGALS**

C. Mac Ward  
Michele L. Niehof, MSCC  
Melissa D. Gritter, MSCC  
Heidi L. Hackbarth  
Allison L. Irvin  
Christopher M. Jokinen

**RETIRED**

Frederick W. Bleakley, Sr.  
Alfred J. Parent  
William J. Warren  
Thomas E. Kent  
Thomas H. Cypher

**GRAND RAPIDS  
OFFICE**

120 Ionia Avenue SW  
Suite 300  
Grand Rapids, Michigan  
49503

Phone  
616/774-2131

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[www.bcpwq.com](http://www.bcpwq.com)

**SATELLITE OFFICE**  
Lansing, Michigan  
48864

July 28, 2016

Via Email: [Boskerk@wyomingmi.gov](mailto:Boskerk@wyomingmi.gov)

Ms. Kristen Bosker  
Human Resources Specialist  
City of Wyoming  
1155 – 28<sup>th</sup> Street SW  
PO Box 905  
Wyoming, MI 49509-0905

**RE: Robert Drake v City of Wyoming  
Claim Number: 5091501-000117  
Our File No: 145.86415**

Dear Ms. Bosker:

Robert Drake has agreed to settle his/her workers' compensation case in exchange for the payment of \$30,000. This will resolve all workers' compensation injuries. This will also resolve payment of the City's obligation to pay a supplement.

Settlement of a workers' compensation claim means that Mr. Drake will settle any and all potential claims against the City of Wyoming for any and all injuries sustained at any point during the course of his employment. We will never in the future, assuming the settlement is approved by the workers' compensation magistrate, be responsible for payment of any workers' compensation wage loss or workers' compensation medical expenses.

The City will, of course, be obligated to continue to provide the disability retirement pension and medical as provided under that benefit.

A workers' compensation settlement is not final until ultimately approved by a workers' compensation magistrate, but the terms outlined herein are the terms that will ultimately be presented at the time of the redemption hearing to the magistrate for approval.

Thank you for your kind attention to this correspondence.

Very truly yours,

Brian R. Fleming  
Direct Dial: 616/234-0814  
Email: [bflaming@bcpwq.com](mailto:bflaming@bcpwq.com)

BRF/eeg

cc: Ms. Kathleen Larsen (Via Email: [klarsen@compone.net](mailto:klarsen@compone.net))

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

RESOLUTION TO APPROVE A PROPERTY PURCHASE AND  
DEVELOPMENT AGREEMENT WITH LOEKS THEATRES, INC.

WHEREAS:

1. On February 23, 2012, the City Council of the City of Wyoming adopted the 28<sup>th</sup> Street Corridor Sub Area Plan as an amendment to the City of Wyoming Land Use Plan 2020.
2. The Sub Area Plan was adopted to assist property owners, developers and City officials with decisions related to the future uses, integration and configuration of redevelopment in the 28<sup>th</sup> Street SW corridor between Clyde Park Avenue and Burlingame Avenue.
3. In 2012 and 2013, the City and the Downtown Development Authority worked with planning and marketing consultants to engage with the business and residential communities to further develop opportunities to redevelop the corridor into a more modern, mixed-use, walkable retail and dining destination, and in August 2013, unveiled the *28 West* concept of a new street south of and adjacent to 28<sup>th</sup> Street.
4. The Sense of Place strategy employee group, following up on goals set during the City Council Retreat in early 2014, began preliminary design concepts for construction of the “crescent street” depicted in the *28 West* design, and the Department of Public Works included the project in budget goals.
5. Since that time, the City has engaged in discussions with property owners west of Michael Avenue SW, and adjacent to the proposed *28 West Place*, Wyoming Mall, LLC and Loeks Theatres, Inc., and in 2015, Wyoming Mall, LLC approached the City with plans to redevelop their property with demolition and new construction projects that could be accomplished in conjunction with construction by the City of *28 West Place* (the street).
6. The City contacted representatives of Loeks Theatres, Inc. to secure their interest and intent in allowing the City to construct *28 West Place* (the street) across their property, from the eastern boundary with the Wyoming Mall, LLC property, northwesterly to 28<sup>th</sup> Street opposite Hook Avenue, as well as the relocation of utility lines along the boundary of the two properties.
7. Loeks Theatres, Inc. and the City of Wyoming have negotiated a Property Purchase and Development Agreement to address the terms and conditions of the sale of right-of-way and granting of a utility easement to the City.
8. The City Council has determined it is in the best interest of the City of Wyoming to enter into said Property Purchase and Development Agreement to accomplish or further the goals developed in the plans described above.

NOW, THEREFORE, BE IT RESOLVED:

1. The Property Purchase and Development Agreement between the City of Wyoming and Loeks Theatres, Inc. owners of property at 1358 28<sup>th</sup> Street SW, Wyoming, MI 49509, is hereby approved in generally the form attached subject to such changes as are accepted

by the Deputy City Manager and the City's legal counsel, and the Mayor and City Clerk are authorized to execute the agreement.

2. The amounts of payment of the purchase price are described in the Agreement and are hereby approved from budget accounts previously approved.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 15, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

**ATTACHMENTS:**

Development Agreement with  
Exhibits A-C

**PROPERTY PURCHASE AND DEVELOPMENT AGREEMENT**

This Property Purchase and Development Agreement is made as of August 15, 2016, between **Loeks Theatres, Inc.**, a Michigan corporation of 2121 Celebration Drive, NE, Grand Rapids, MI 49525 ("**Loeks**") and the **City of Wyoming**, a Michigan municipal corporation of 1155 28<sup>th</sup> Street, SW, Wyoming, MI 49509 (the "**City**").

**RECITALS**

A. Loeks owns the real property commonly known as 1400 28<sup>th</sup> Street, SW in the City, tax parcel number 41-17-14-126-016 (the "**Loeks Property**").

B. The City wishes to construct a new City street to be known as "28 West Place" (the "**City Street**") and certain City water and sanitary sewer lines and amenities (the "**Utilities**") as depicted on the drawing attached as **Exhibit A**.

C. In order to construct the new City Street and the Utilities, the City needs to acquire from within the Loeks Property (i) property for the City Street right-of-way (the "**ROW Property**") and (ii) a utilities easement (the "**Easement Area**") as well as (iii) permission for the City to grade the portions of the remainder of the Loeks Property that adjoin the new City Street and the Easement Area to match the finished grades of the new City Street and the Easement Area all as also generally depicted on the attached **Exhibit A**.

D. The City has obtained an appraisal report from R.S. Thomas & Associates, Inc./Harold Blake Co. dated May 9, 2016, with a valuation date of May 3, 2016, (the "**Appraisal**") that presents an opinion as to value that is acceptable to both parties, provided an adjustment is made for additional area that, after the valuation date, the City determined it needed to complete the construction of the City Street and that adjustment is made using the same unit values as used in the opinion of value in the Appraisal..

E. Loeks wishes to ensure that the City Street and the Utilities, when they are completed, will include curb cuts, driveway aprons, landscaping, Utilities stubs, conduit or ducts for additional utility lines, and grading that will enable the redevelopment of the remainder of the Loeks Property as shown on pages \_\_\_\_\_ of the plans for the 28 West Place project prepared by Pathfinder Engineering, Inc., Project No. 14032, dated \_\_\_\_\_, a copy of which are on file in the office of the City Engineer and a copy of which have been provided to Loeks (the "**Plans**").

F. The parties acknowledge the City could acquire the ROW Property and the Easement Area by eminent domain and are entering into this Agreement in lieu of the City's exercise of its eminent domain authority.

**TERMS AND CONDITIONS**

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

1. ROW Property Conveyance.

A. Not later than August 17, 2016, Loeks shall convey to the City the ROW Property by a covenant deed in the form attached as **Exhibit B** (the "**ROW Deed**") for the purchase price of \$\_\_\_\_\_. The City shall pay the purchase price at the closing in immediately available funds.

B. Except as otherwise expressly stated in this Agreement, the ROW Property shall be conveyed in an "as is, where is" condition without any warranties express or implied as to its condition or its suitability for any use or purpose and without any representations as to the presence or absence of any materials or substances regulated under applicable laws, rules or regulations, including any environmental requirements. The City represents that it has made its own inspections of the ROW Property and finds it suitable for its intended uses and purposes as allowed under the terms of the ROW Deed.

C. The City is responsible for any survey and assurance of title it wishes to obtain for the ROW Property and Loeks shall have no responsibility to provide either or to pay any portion of the cost of either.

D. The City, without cost to Loeks, shall apply for, process and obtain any needed approval(s) required by Chapter 43 of the City Code of Ordinances or any other applicable laws, rules and regulations for the split(s) of the Loeks Property that will result from the transactions contemplated by this Agreement. Loeks shall cooperate with the City as may be needed to obtain the approval(s).

E. The City represents and warrants that the new parcel of the Loeks Property created by conveyance of the ROW Property to the City lying northeasterly of the City Street is a legally conforming parcel under the City's current zoning ordinance. The parties agree that the legal conformity of the remaining Loeks Property lying south westerly of the City Street is unaffected by this Agreement.

2. Utilities Easement.

A. Not later than August 17, 2016, Loeks shall grant to the City the Utilities Easement in, on, under and over the Easement Area in the form attached as **Exhibit C** (the "**Utilities Easement**") for the consideration of \$1.00. The City shall pay the purchase price at the closing in immediately available funds.

B. Except as otherwise expressly stated in this Agreement, the Utilities Easement shall be granted in an "as is, where is" condition without any warranties express or implied as to its condition or its suitability for any use or purpose and without any representations as to the presence or absence of any materials or substances regulated under applicable laws, rules or regulations, including any environmental requirements. The City represents that it has made its own inspections of the Easement Area and finds it suitable for its intended uses and purposes as allowed under the terms of the Utilities Easement.

C. The City is responsible for any survey and assurance of title it wishes to obtain for the Easement Area and Loeks shall have no responsibility to provide either or to pay any portion of the cost of either.

3. Grading Permit. Loeks permits the City and its contractors to grade the areas Loeks Property adjacent to the City Street and the Easement Area in accordance with the grading details shown on the Plans. This permit for that grading shall expire June 30, 2017 or upon the completion of the City work as more fully described in paragraph 4 of this Agreement.

4. City Work. The City shall ensure that, without cost to Loeks, not later than June 30, 2017, the following improvements are completed in accordance with the Plans (i) the City Street, including all, curbs, gutters, catch basins and storm sewers, pavement, sidewalks, hardscaping, landscaping and street lighting, (ii) curb cuts and driveway aprons from the City Street to the remainder of the Loeks Property, (iii) Utilities stubs to the edge of the City Street right-of-way, (iv) grading the remainder of the Loeks property to meet the grades of the completed City Street and driveway aprons, (v) Utilities stubs within and to the edge of the Easement Area, (vi) paving and other restoration of the Easement Area, and (viii) installation of the conduits and ducts for other utilities.

5. Closing, Expenses and Adjustments.

A. Property taxes for the ROW Property will be prorated through the date of closing on a calendar year basis. Thus, if, for example, closing occurs on August 16, property taxes will be prorated with 229/366 of the July 2016 and anticipated December 2016 tax bills paid by Loeks and the remaining 137/366 to be paid by the City.

B. The City shall pay all closing costs, transfer taxes and recording fees.

C. Each party shall be responsible for its respective legal and advisory fees.

D. Seller and Buyer agree that no real estate broker participated in this transaction and no commission or other brokerage fees are due. The parties shall indemnify, defend, and hold one another harmless from any liability, cost, expense or damage (including without limitation all legal costs and attorneys' fees) caused to or incurred by the other party as a result of any breach of the foregoing representation and warranty.

E. The closing shall be at the Wyoming City Hall or such other place as the parties shall agree.

6. Possession. Possession of the ROW Property shall be delivered at closing.
7. Representations and Warranties.
- A. Loeks represents and warrants to the City the following, as of the date first written above, which representations and warranties will continue to be true and accurate as of the closing:
1. The execution and delivery of this Agreement, the consummation of the transactions provided for in this Agreement, and compliance with the terms of this Agreement will not conflict with, or result in a breach of, any other agreement of Loeks or any judgment, order or decree of any court having jurisdiction over Loeks or the ROW Property or Easement Area. This Agreement and all documents signed by or to be signed by Loeks in connection with this Agreement are, or when executed will be, legal, valid, and binding instruments enforceable against Loeks in accordance with their respective terms and conditions.
  2. To the best of Loeks' knowledge, there is no pending or threatened litigation, proceeding, lien, or governmental investigation relating to the ROW Property or Easement Area, there is no pending or threatened condemnation action affecting the ROW Property or Easement Area, and no such condemnation action is contemplated by any governmental authority.
  3. Loeks has not made any agreement that is binding on Loeks or the ROW Property or Easement Area to sell any of that property to any party other than the City. Loeks has not granted to any party an option to purchase and has not leased or committed to lease the ROW Property or Easement Area, which is enforceable or exercisable now, or at any time in the future.
- B. The City represents and warrants to Loeks the following, as of the date first written above, which representations and warranties will continue to be true and accurate as of the closing:
1. The City has, or prior to the closing will have, duly and properly taken all actions required to be taken by or on the part of the City to authorize the execution, delivery, and carrying out of this Agreement.
  2. The City is not a party to any contract, settlement, judicial order, or other agreement of any kind which would prohibit or otherwise restrict its ability to perform its obligations under and complete the transactions provided for in this Agreement.
14. Miscellaneous.
- A. 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 signed by both parties.
- B. Both 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. 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.
- C. Neither party may assign this Agreement or any rights, duties or obligations under this Agreement without the express, prior written authorization of the other party. 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.
- D. 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.
- E. This Agreement was made in Kent County, Michigan and will be governed by the laws of Michigan, without regard to its conflicts of law principles.
- F. 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, and other cost resulting from such action.

G. All notices required under this Agreement must be in writing and will be deemed to have been received, and therefore given when personally or otherwise actually delivered. Any party may at any time change its address for notice to it by notice to the other party.

H. This Agreement may be signed 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. However, the ROW Deed and the Utilities Easement shall be delivered to the City with original signatures in legally recordable form.

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

LOEKS THEATRES, INC.

CITY OF WYOMING

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

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

Date signed: August \_\_, 2016

By: \_\_\_\_\_  
Kelli A. VandenBerg, Clerk

Date signed: August \_\_, 2016

**Exhibits Attached**

Exhibit A – Depiction of City Street, Utilities, ROW Property, and Easement Area

Exhibit B – Covenant Deed

Exhibit C – Utilities Easement

GRAPIDS 57721-27 418496v1

**CITY OF WYOMING  
UTILITIES EASEMENT  
Parcel No. 41-17-14-126-016**

Loeks Theatres, Inc., a Michigan corporation of 2121 Celebration Drive, NE, Grand Rapids, MI 49525 (the "Grantor"), for the consideration of \$1.00, the receipt of which is acknowledged, grants and conveys to the City of Wyoming, a Michigan municipal corporation of 1155 28th Street, SW, Wyoming, MI 49509 (the "City") a Utilities Easement to construct, reconstruct, replace, inspect, use, repair, operate and maintain for sanitary sewer, storm sewer and water lines, mains and appurtenances (the "Utilities") in, over, under, across, and through the real property described as the "Utilities Easement Legal Description" in the attached Exhibit A, generally depicted on the drawing that is also part of Exhibit A (the "Easement Area"), subject to:

1. This easement includes the right to enter upon property that is 10 feet either side of the Easement Area to access the Easement Area or such other portions of the Grantor's property, described in the "Property Legal Description" on the attached Exhibit A ("Grantor's Property") as the Grantor, in the Grantor's discretion, may from time-to-time permit in prearrangement with the City or the City's contractors.
2. The City may remove trees, bushes, undergrowth, and other obstructions in the Easement Area that interfere with the location, construction, reconstruction, replacement, repair, inspection, use, operation, and maintenance of the Utilities.
3. When the City or its contractors complete any work within the Easement Area the surface of the Easement Area shall be restored to a condition as good as or better than the condition it was in prior to such work.
4. Unless such work is undertaken on an urgent basis when there is no time to confer with the Grantor, the City shall confer with the Grantor before undertaking such work to discuss the plans for the work, the anticipated duration of the work, and the restoration of the premises at the end of the work. The Grantor and the City have met regarding the planned work within the Easement Area during 2016 and 2017 and have agreed on restoration plans at the completion of that work.
5. Grantor shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area which would interfere with the intended use of this Easement.
6. This Easement is subject to all easements and other matters of record as of the date of this Easement.
7. Except for access easements over the surface of the Easement Area, Grantor shall not grant an easement within the Easement Area to any other party without the City's prior written consent.
8. Any damage within the Grantor's property or the Easement Area caused by the City or its agents, licensees or others acting at the direction of City, including but not limited to contractors and subcontractors, shall be repaired, replaced or restored by City, without expense to Grantor or Grantor's tenants, to a condition equal to or better than the condition prior to the damage.
9. The City agrees to save and hold harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of or in any way connected with the use of the Easement or construction, installation, repair, maintenance or presence of the utilities and related improvements within the Easement Area, including the presence of City or its employees, guests, invitees, contractors and agents within the Easement Area or adjacent land.

**LOEKS THEATRES, INC.**

STATE OF MICHIGAN  
COUNTY OF KENT

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

On August \_\_, 2016, \_\_\_\_\_, who is personally known to me as the \_\_\_\_\_ of Loeks Theatres, Inc., appeared before me and acknowledged his signature on behalf of that entity.

\_\_\_\_\_

\*

Notary Public, Kent County, MI  
Acting in Kent County, MI  
My commission expires: \_\_\_\_\_

**Accepted by:**

**CITY OF WYOMING**

STATE OF MICHIGAN  
COUNTY OF KENT

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

On August \_\_, 2016, Jack Poll and Kelli VandenBerg who are personally known to me as the Mayor and City Clerk, respectively, of the City of Wyoming, appeared before me and acknowledged their signatures on behalf of the City.

\_\_\_\_\_

\*

Notary Public, Kent County, MI  
Acting in Kent County, MI  
My commission expires: \_\_\_\_\_

No transfer tax is due for this document because no interest in real property is conveyed by this document.

Drafted by:  
Scott G. Smith  
Dickinson Wright PLLC  
200 Ottawa Ave, NW, Suite 500  
Grand Rapids, MI 40503

When recorded return to:  
Kelli VandenBerg, City Clerk  
City of Wyoming  
1155 28th Street, SW  
Wyoming, MI 49509

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO  
A CONTRACT AMENDMENT WITH THE AREA AGENCY ON AGING  
OF WESTERN MICHIGAN, INC. (AAAWM) AND TO AUTHORIZE  
THE RELATED BUDGET AMENDMENT

WHEREAS:

1. The City of Wyoming and AAAWM have an established contract (Ref: initial Resolution #25249) to provide older adult transportation support services with state and federal funding for a period ending September 30, 2016.
2. On June 25, 2016, the Board of Directors of AAAWM voted to award the City of Wyoming an additional \$1,500 to provide Public Transportation services for older adults resulting in an amended contract amount of \$14,633.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming recognizes the total awarded grant amount of \$14,633 and authorizes the Mayor and City Clerk to enter into a contract amendment to provide services by accepting such funding from the AAAWM
2. The Wyoming City Council hereby authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 15, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Contract Amendment

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



## STAFF REPORT

Date: August 8, 2016

Subject: Additional Grant Award for Transportation Assistance Program

From: Rebecca Rynbrandt, Director of Community Services

Cc: Eric Tomkins, Recreation Supervisor, Molly Remenap, Recreation Programmer II

Meeting Date: August 15, 2016

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### RECOMMENDATION:

It is recommended that the City Council accept an additional \$1,626 in grant funds and to approve an amended grant agreement with the Area Agency on Aging of Western Michigan (AAAWM) reflecting said increase to a total contract amount of \$14,633 to provide for Go! Bus transportation services at the Wyoming Senior Center for the contract period ending September 30, 2016.

### SUSTAINABILITY CRITERIA:

Social Equity – The WSC provides programs and services to older adults who often have limited economic means, are disabled, and are socially isolated.

Economic Strength – Through grant support, we are able to improve services, and in this specific case, technology, allowing older adults to enjoy a higher standard of quality of life through programs offered by and through the WSC.

### DISCUSSION:

We were pleased to be notified of additional grant funds to support our Transportation Assistance program for older adults. In a letter dated August 1, 2016, the AAWM Board of Directors met and approved a change in the funding for the City of Wyoming to reflect an increase of \$1,500 in funding to provide Public Transportation services to older adults via our Go! Bus ticket program.

### BUDGET IMPACT:

An additional \$1,500 will be leveraged to provide for improved services for older adults. The attached budget amendment reflects revised budget approval for authorization of receipts in City FY 2017 budget for grant receipts, including grant revenue and ticket donation revenue, and expenses related to AAWM contract FY 2016, October 1, 2015 through September 30, 2016.

CONTRACT AMENDMENT

STATEMENT OF PURPOSE

The **Area Agency on Aging of Western Michigan, Inc. (AAAWM)**, a Michigan non-profit Corporation, and **City of Wyoming (Service Provider)**, a Michigan municipality, entered into Contract numbered 51.98 in which the Service Provider undertook to provide certain services with state and federal funding for the three year period ending September 30, 2016. The parties now agree to amend the provisions of that contract.

AGREEMENT OF PARTIES

As of July 25, 2016, AAWM and the Service Provider agree:

1. That the amount of funds the AAWM agrees to pay, for the budget period October 1, 2015 through September 30, 2016, as provided in the Contract of October 1, 2013, shall not exceed **\$14,633.00 (Fourteen thousand six hundred thirty-three and 00/100 dollars)**.
2. Service Provider is to provide services funded through this contract during each of the twelve (12) months of the fiscal year unless a waiver has been granted.
3. That the amount the Service Provider agrees to provide as Local Match, for the budget period October 1, 2015 through September 30, 2016, as specified in the Contract of October 1, 2013, shall be not less than **\$1,626.00 (One thousand six hundred twenty-six and 00/100 dollars)**.
4. That Service Budget (Attachment I-A) is deleted and Service Budget (Attachment I-A) dated July 25, 2016 is added.
5. That Older Americans Act Funding Distribution (Attachment II) is deleted and Older Americans Act Funding Distribution (Attachment II) dated July 25, 2016 is added.
6. Federal Regulations. Service Provider will comply with federal regulation 2 CFR Part 180 and certifies to the best of its knowledge and belief that its employees:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - (c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph 13(b); and
  - (d) Have not within a 3-year period preceding this agreement had one or more public transaction (federal, state or local) terminated for cause or default.

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.  
A MICHIGAN NONPROFIT CORPORATION

By: Jackie O'Connor  
Jackie O'Connor, Executive Director  
Area Agency on Aging of Western Michigan

8-1-16  
Date

By: \_\_\_\_\_  
Person Authorized to Sign for Service Provider

\_\_\_\_\_  
Date

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

Title: \_\_\_\_\_

Area Agency on Aging of Western Michigan  
Access / Community Services Budget

Attachment I - A

Date: 7/25/16

Prepared by: A. Hackathorn

Contractor Name: City of Wyoming  
Access/Community Service: Transportation - Public  
Geographic Area to Serve: Kent County

Budget Period: FY 2016 10/1/15-9/30/16  
Contract #: 51.98 - FY16.2

i. Funding Summary:		
1. Federal Funds Awarded (IIIB, IIID, IIIE, IIIIEAP, VII)		\$14,633
2. State Funds Awarded (SAC, SIH, SRC, TSRP, SCS)		\$14,633
3. Total AAAWM Funds Awarded		\$14,633
4. 10% Cash/In-Kind Match	(Required)	\$1,626
	Amount:	\$1,626
4a. Total Local Cash Match		\$0
	Amount:	\$1,626
5. Other Resources: (Describe below)		\$0
City of Wyoming		\$0
		\$0
4a. Total Local In-Kind Match		\$1,626
	Amount:	\$0
5. Other Resources: (Describe below)		\$0
		\$0
6. TOTAL Program Funding		\$16,259

ii. Total Per Unit Cost:		AAAWM \$	Other Resources \$
List amounts used in the provision of one AAAWM-funded unit			
1. Direct Service Workers' Costs and Expenses			
2. Supplies/Equipment for Direct Service Provision		\$0.54	
3. Administration and fundraising Expenses		\$3.00	
4. Other: Occupancy, Communication, Other (describe below)			
Description of Overhead Expenses			
Other-Occupancy			
Other-Communications			
Other-			
Other-			
Total Unit Cost includes AAAWM funds, match & other resources		\$3.54	
5. Cost Per AAAWM Unit		\$3.54	
6. Less 10% Unit Match		\$0.35	
7. Unit Rate to Be Paid by AAAWM to Service Provider		\$3.19	

iii. Contracted Units		
Type	Amount	Units
1. AAAWM Funds	\$14,633	4,593
2. Program Income	\$7,000	2,197
3. Cost Share		0
4. TOTAL	\$21,633	6,790

For each of the following, provide an estimated number of persons to be served with the budgeted funds.

Clients	80
Clients who are caregivers	
Clients with income less than or equal to 100% of poverty:	60
Clients under 60 years of age:	
Clients over 75 years of age:	41
Minority clients:	10
Frail/Disabled clients (3 or more ADLs and/or IADLs):	45

iv. One-Time Budget		Total Amount
AAAWM AWARD (Reimbursement Due)		
Description (Itemize)	Amount	
<b>10% Match Required</b>		\$0
Description (Itemize)	Amount	
1. Cash:		
2. In-Kind:		
Total Expenses		\$0

AAAWM AWARD TOTAL = \$14,633

**Attachment II**

**Contract No. 51.98-FY16.2**

Area Agency on Aging of Western Michigan  
Older Americans Act Funding Distribution  
October 1, 2015 – September 30, 2016

Funding as of: July 25, 2016

**City of Wyoming**

<b>Service</b>	<b>Source</b>	<b>CFDA</b>	<b>Award as of 7/27/15</b>	<b>Change in Funding</b>	<b>Adjusted Award</b>
Transportation - Public	IIIB	93.044	\$13,133	\$1,500	\$14,633
<b>Total Funding</b>			<b>\$13,133</b>	<b>\$1,500</b>	<b>\$14,633</b>

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

RESOLUTION TO AWARD THE BID FOR THE 2016 WATERMAIN RELOCATION  
(1500 - 44<sup>TH</sup> STREET)

WHEREAS:

1. An existing public watermain runs on private property and is under an existing building at 1500 - 44<sup>th</sup> Street.
2. This watermain is proposed to be relocated to an area adjacent to the building, in an easement that was granted to the City.
3. On August 9, 2016, the City received six (6) bids for the proposed watermain construction with SWT Excavating, Inc. submitting the low bid of \$32,831.33.
4. The bid is \$7,096.67, or 17.8% below the Engineer's estimate and is in the best interest of the City to perform the aforementioned work.
5. The total cost for this project will be financed out of the Water Fund.

Capital Outlay Watermain 591-441-57300-972.573

Construction	\$32,831.33
<u>Engineering &amp; Contingencies</u>	<u>\$6,168.67</u>
Total Project Cost	\$39,000.00

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid for the 2016 Watermain Relocation (1500 – 44<sup>th</sup> Street) project to SWT Excavating, Inc., in the amount of \$32,831.33.

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 August 15, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
 Staff Report  
 Bid Tab

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

## STAFF REPORT

Date: August 9, 2016  
Subject: 2016 Watermain Relocation (1500 – 44<sup>th</sup> Street) - Award of Bid  
From: William D. Dooley, Director of Public Works  
Meeting Date: August 15, 2016

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### Recommendation:

Staff recommends awarding the 2016 Watermain Relocation (1500 – 44<sup>th</sup> Street) project to SWT Excavating, Inc. for the low bid of \$32,831.33, 17.8% below the Engineer's estimate.

### Sustainability Criteria:

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

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

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

### Discussion:

On August 9, 2016, the City of Wyoming received six (6) bids for the 2016 Watermain Relocation (1500 – 44<sup>th</sup> Street) project with SWT Excavating, Inc. submitting a low bid of \$32,831.33 which is 17.8% below the Engineer's estimate. An existing watermain runs on private property under a building at 1500 - 44<sup>th</sup> Street. If this watermain experienced a break, it would be very difficult and costly to repair. The City has obtained an easement to relocate the watermain to an open area. Relocating this watermain will provide for easier and less costly maintenance.

The total project cost is \$39,000 including Engineering and Contingencies.

It is recommended that the City Council award the 2016 Watermain Relocation (1500 – 44<sup>th</sup> Street) project to SWT Excavating, Inc., in the amount of \$32,831.33.

### Budget Impact:

Funds are available in the Water Fund.

## Bid Comparison

**Contract ID:** 180.16  
**Description:** Watermain Construction  
**Location:** 1500-1530 44th ST Proposed Watermain  
**Projects(s):** 180.16

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$39,928.00	21.61%	0.00%
1	(07338) SWT Excavating, Inc.	\$32,831.33	0.00%	-17.77%
2	(05073) Weick Bros., Inc.	\$51,145.00	55.78%	28.09%
3	(_4) Dykema Excavators, Inc.	\$57,860.00	76.23%	44.91%
4	(04233) Lodestar Construction, Inc.	\$57,961.00	76.54%	45.16%
5	(_00220) MONTGOMERY EXCAVATING	\$62,018.00	88.89%	55.32%
6	(_9) Kamminga & Roodvoets, Inc	\$63,406.00	93.12%	58.80%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) SWT Excavating, Inc.		(2) Weick Bros., Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LS	\$3,750.00	\$3,750.00	\$1,349.00	\$1,349.00	\$8,000.00	\$8,000.00
	MOBILIZATION								
0002	1035	14	SY	\$10.00	\$140.00	\$17.15	\$240.10	\$20.00	\$280.00
	REMOVE SIDEWALK								
0003	1045	143	SY	\$8.00	\$1,144.00	\$5.93	\$847.99	\$20.00	\$2,860.00
	REMOVE PAVEMENT								
0004	1222	1	EA	\$100.00	\$100.00	\$140.52	\$140.52	\$100.00	\$100.00
	REMOVE GUARD POSTS								
0005	1550	2	Syd	\$50.00	\$100.00	\$42.76	\$85.52	\$200.00	\$400.00
	REMOVE CONCRETE								
0006	5101	168	LF	\$75.00	\$12,600.00	\$42.63	\$7,161.84	\$72.00	\$12,096.00
	D.I. CL 53 WATER PIPE 6"								
0007	5201	7	EA	\$300.00	\$2,100.00	\$348.02	\$2,436.14	\$425.00	\$2,975.00
	6" CI SPECIALS (TEES, BENDS, PLUGS, REDUCERS, SLEEVES, ETC.)								
0008	5601	1	EA	\$1,200.00	\$1,200.00	\$1,271.44	\$1,271.44	\$900.00	\$900.00
	F&L 1" WATER SERVICES, COMP AT VARIOUS LOCATIONS								
0009	5602	1	EA	\$1,500.00	\$1,500.00	\$1,796.22	\$1,796.22	\$1,300.00	\$1,300.00
	F&L 1 1/2" WATER SERVICES, COMP AT VARIOUS LOCATIONS								
0010	5621	1	Ea	\$100.00	\$100.00	\$202.35	\$202.35	\$500.00	\$500.00
	REMOVE EX 1" WATER SERVICE								
0011	5622	1	Ea	\$150.00	\$150.00	\$202.35	\$202.35	\$500.00	\$500.00
	REMOVE EX 1 1/2" WATER SERVICE								
0012	6100	1	LS	\$2,500.00	\$2,500.00	\$1,080.00	\$1,080.00	\$5,000.00	\$5,000.00
	SITE GRADING								
0013	6105	10	CY	\$30.00	\$300.00	\$132.71	\$1,327.10	\$20.00	\$200.00
	MISCELLANEOUS GRAVEL								
0014	6143	130	SY	\$10.00	\$1,300.00	\$20.30	\$2,639.00	\$15.00	\$1,950.00
	6" AGGREGATE BASE (CIP) Remove, Salvage, and Replace Existing								
0015	6270	110	SF	\$8.00	\$880.00	\$17.43	\$1,917.30	\$6.00	\$660.00
	CONCRETE SIDEWALK, 4"								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) SWT Excavating, Inc.		(2) Weick Bros., Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0016	6329	18	T	\$100.00	\$1,800.00	\$171.52	\$3,087.36	\$240.00	\$4,320.00
	BITUMINOUS MIXTURE - 13A								
0017	6338	18	T	\$100.00	\$1,800.00	\$178.27	\$3,208.86	\$240.00	\$4,320.00
	BIT MIXTURE 36A								
0018	7005	368	SY	\$20.00	\$7,360.00	\$8.77	\$3,227.36	\$10.00	\$3,680.00
	TOP SOIL 4" SCREENED								
0019	7015	368	SY	\$3.00	\$1,104.00	\$1.66	\$610.88	\$3.00	\$1,104.00
	CLASS A SEED HYDRO-MULCH								
<b>Bid Totals:</b>					<b>\$39,928.00</b>		<b>\$32,831.33</b>		<b>\$51,145.00</b>

Line	Pay Item Code	Quantity	Units	(3) Dykema Excavators, Inc.		(4) Lodestar Construction, Inc.		(5) MONTGOMERY EXCAVATING	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000 MOBILIZATION	1	LS	\$2,700.00	\$2,700.00	\$5,000.00	\$5,000.00	\$2,200.00	\$2,200.00
0002	1035 REMOVE SIDEWALK	14	SY	\$25.00	\$350.00	\$10.00	\$140.00	\$8.00	\$112.00
0003	1045 REMOVE PAVEMENT	143	SY	\$15.00	\$2,145.00	\$5.00	\$715.00	\$8.00	\$1,144.00
0004	1222 REMOVE GUARD POSTS	1	EA	\$100.00	\$100.00	\$100.00	\$100.00	\$350.00	\$350.00
0005	1550 REMOVE CONCRETE	2	Syd	\$100.00	\$200.00	\$20.00	\$40.00	\$50.00	\$100.00
0006	5101 D.I. CL 53 WATER PIPE 6"	168	LF	\$150.00	\$25,200.00	\$100.00	\$16,800.00	\$145.00	\$24,360.00
0007	5201 6" CI SPECIALS (TEES, BENDS, PLUGS, REDUCERS, SLEEVES, ETC.)	7	EA	\$855.00	\$5,985.00	\$500.00	\$3,500.00	\$950.00	\$6,650.00
0008	5601 F&L 1" WATER SERVICES, COMP AT VARIOUS LOCATIONS	1	EA	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
0009	5602 F&L 1 1/2" WATER SERVICES, COMP AT VARIOUS LOCATIONS	1	EA	\$1,700.00	\$1,700.00	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00
0010	5621 REMOVE EX 1" WATER SERVICE	1	Ea	\$200.00	\$200.00	\$500.00	\$500.00	\$250.00	\$250.00
0011	5622 REMOVE EX 1 1/2" WATER SERVICE	1	Ea	\$250.00	\$250.00	\$750.00	\$750.00	\$250.00	\$250.00
0012	6100 SITE GRADING	1	LS	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$2,700.00	\$2,700.00
0013	6105 MISCELLANEOUS GRAVEL	10	CY	\$45.00	\$450.00	\$50.00	\$500.00	\$100.00	\$1,000.00
0014	6143 6" AGGREGATE BASE (CIP) Remove, Salvage, and Replace Existing	130	SY	\$7.00	\$910.00	\$35.00	\$4,550.00	\$20.00	\$2,600.00
0015	6270 CONCRETE SIDEWALK, 4"	110	SF	\$6.00	\$660.00	\$7.00	\$770.00	\$5.00	\$550.00

Line	Pay Item Code	Quantity	Units	(3) Dykema Excavators, Inc.		(4) Lodestar Construction, Inc.		(5) MONTGOMERY EXCAVATING	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0016	6329	18	T	\$165.00	\$2,970.00	\$250.00	\$4,500.00	\$330.00	\$5,940.00
	BITUMINOUS MIXTURE - 13A								
0017	6338	18	T	\$170.00	\$3,060.00	\$250.00	\$4,500.00	\$350.00	\$6,300.00
	BIT MIXTURE 36A								
0018	7005	368	SY	\$8.00	\$2,944.00	\$20.00	\$7,360.00	\$5.00	\$1,840.00
	TOP SOIL 4" SCREENED								
0019	7015	368	SY	\$2.00	\$736.00	\$2.00	\$736.00	\$4.00	\$1,472.00
	CLASS A SEED HYDRO-MULCH								
<b>Bid Totals:</b>					<b>\$57,860.00</b>		<b>\$57,961.00</b>		<b>\$62,018.00</b>

Line	Pay Item Code	Quantity	Units	(6) Kamminga & Roodvoets, Inc		Bid Price	Total	Bid Price	Total
				Bid Price	Total				
0001	1000	1	LS	\$6,490.00	\$6,490.00		\$0.00		\$0.00
	MOBILIZATION								
0002	1035	14	SY	\$20.00	\$280.00		\$0.00		\$0.00
	REMOVE SIDEWALK								
0003	1045	143	SY	\$24.00	\$3,432.00		\$0.00		\$0.00
	REMOVE PAVEMENT								
0004	1222	1	EA	\$350.00	\$350.00		\$0.00		\$0.00
	REMOVE GUARD POSTS								
0005	1550	2	Syd	\$60.00	\$120.00		\$0.00		\$0.00
	REMOVE CONCRETE								
0006	5101	168	LF	\$137.00	\$23,016.00		\$0.00		\$0.00
	D.I. CL 53 WATER PIPE 6"								
0007	5201	7	EA	\$680.00	\$4,760.00		\$0.00		\$0.00
	6 " CI SPECIALS (TEES, BENDS, PLUGS, REDUCERS, SLEEVES, ETC.)								
0008	5601	1	EA	\$1,700.00	\$1,700.00		\$0.00		\$0.00
	F&L 1" WATER SERVICES, COMP AT VARIOUS LOCATIONS								
0009	5602	1	EA	\$2,150.00	\$2,150.00		\$0.00		\$0.00
	F&L 1 1/2" WATER SERVICES, COMP AT VARIOUS LOCATIONS								
0010	5621	1	Ea	\$300.00	\$300.00		\$0.00		\$0.00
	REMOVE EX 1" WATER SERVICE								
0011	5622	1	Ea	\$300.00	\$300.00		\$0.00		\$0.00
	REMOVE EX 1 1/2" WATER SERVICE								
0012	6100	1	LS	\$6,960.00	\$6,960.00		\$0.00		\$0.00
	SITE GRADING								
0013	6105	10	CY	\$75.00	\$750.00		\$0.00		\$0.00
	MISCELLANEOUS GRAVEL								
0014	6143	130	SY	\$19.00	\$2,470.00		\$0.00		\$0.00
	6" AGGREGATE BASE (CIP) Remove, Salvage, and Replace Existing								
0015	6270	110	SF	\$8.00	\$880.00		\$0.00		\$0.00
	CONCRETE SIDEWALK, 4"								

Line	Pay Item Code	Quantity	Units	(6) Kamminga & Roodvoets, Inc		Bid Price	Total	Bid Price	Total
				Bid Price	Total				
0016	6329	18	T	\$150.00	\$2,700.00			\$0.00	\$0.00
	BITUMINOUS MIXTURE - 13A								
0017	6338	18	T	\$150.00	\$2,700.00			\$0.00	\$0.00
	BIT MIXTURE 36A								
0018	7005	368	SY	\$8.00	\$2,944.00			\$0.00	\$0.00
	TOP SOIL 4" SCREENED								
0019	7015	368	SY	\$3.00	\$1,104.00			\$0.00	\$0.00
	CLASS A SEED HYDRO-MULCH								
<b>Bid Totals:</b>					<b>\$63,406.00</b>				

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

RESOLUTION TO AWARD THE BID FOR THE  
2016 FARNHAM STREET WATERMAIN CONSTRUCTION PROJECT  
FROM WILKSHIRE AVENUE TO PINEHURST AVENUE

WHEREAS:

1. The existing watermain between Farnham Street and 44th Street is planned to be abandoned because it is on private property and is underneath an existing building.
2. A new watermain is proposed in Farnham Street which will provide looping for the watermain system after the existing watermain is abandoned.
3. On August 9, 2016, the City received six (6) bids for the proposed watermain construction with SWT Excavating, Inc. submitting the low bid of \$40,419.14.
4. The bid is \$6,412.86, or 13.7% below the Engineer's estimate and is in the best interest of the City to perform the aforementioned work.
5. The total cost for this project will be financed out of the Water Fund.

Capital Outlay Watermain 591-441-57300-972.573

Construction	\$40,419.14
<u>Engineering &amp; Contingencies</u>	<u>\$7,580.86</u>
Total Project Cost	\$48,000.00

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid for the 2016 Farnham Street Watermain Construction project to SWT Excavating, Inc., in the amount of \$40,419.14.

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 August 15, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Bid Tab

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

## STAFF REPORT

Date: August 9, 2016  
Subject: 2016 Farnham Street Watermain Construction - Award of Bid  
From: William D. Dooley, Director of Public Works  
Meeting Date: August 15, 2016

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### Recommendation:

Staff recommends awarding the 2016 Farnham Street Watermain Construction project to SWT Excavating, Inc. for the low bid of \$40,419.14, 13.7% below the Engineer's estimate.

### Sustainability Criteria:

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

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

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

### Discussion:

On August 9, 2016, the City of Wyoming received six (6) bids for the 2016 Farnham Street Watermain Construction project with SWT Excavating, Inc. submitting a low bid of \$40,419.14 which is 13.7% below the Engineer's estimate. It is proposed to abandon an existing watermain that runs from Farnham Street to 44<sup>th</sup> Street on private property and under an existing building. Abandoning this watermain makes room for a planned redevelopment of the site and also eliminates a watermain that would be very difficult and costly to repair. The proposed watermain in Farnham Street will provide redundancy by looping the watermain system that would otherwise be lost when the existing watermain is abandoned. Looped watermains improves water quality by moving water through the system and helps to maintain adequate fire flows.

The total project cost is \$48,000 including Engineering and Contingencies.

It is recommended that the City Council award the 2016 Farnham Street Watermain Construction project to SWT Excavating, Inc., in the amount of \$40,419.14.

### Budget Impact:

Funds are available in the Water Fund.

## Bid Comparison

**Contract ID:** 181.16  
**Description:** Watermain installation from Pinehurst Ave to Wilkshire Ave  
**Location:** FARNHAM STREET  
**Projects(s):** 181.16

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$46,832.00	15.86%	0.00%
1	(07338) SWT Excavating, Inc.	\$40,419.14	0.00%	-13.69%
2	(05073) Weick Bros., Inc.	\$54,935.00	35.91%	17.30%
3	(_00220) MONTGOMERY EXCAVATING	\$57,685.00	42.71%	23.17%
4	(04233) Lodestar Construction, Inc.	\$60,490.00	49.65%	29.16%
5	(_4) Dykema Excavators, Inc.	\$73,755.00	82.47%	57.48%
6	(_9) Kamminga & Roodvoets, Inc	\$87,985.00	117.68%	87.87%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) SWT Excavating, Inc.		(2) Weick Bros., Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LS	\$4,250.00	\$4,250.00	\$1,349.00	\$1,349.00	\$10,000.00	\$10,000.00
	MOBILIZATION								
0002	1003	1	Ea	\$850.00	\$850.00	\$1,749.19	\$1,749.19	\$800.00	\$800.00
	REMOVE TREES 19" TO 36"								
0003	1008	40	Ft	\$10.00	\$400.00	\$10.94	\$437.60	\$25.00	\$1,000.00
	REMOVE CURB & GUTTER								
0004	1035	12	SY	\$10.00	\$120.00	\$17.66	\$211.92	\$25.00	\$300.00
	REMOVE SIDEWALK								
0005	1045	80	SY	\$10.00	\$800.00	\$7.94	\$635.20	\$25.00	\$2,000.00
	REMOVE PAVEMENT								
0006	5076	1	EA	\$1,500.00	\$1,500.00	\$1,415.85	\$1,415.85	\$1,300.00	\$1,300.00
	VALVES 6"								
0007	5101	340	LF	\$50.00	\$17,000.00	\$49.44	\$16,809.60	\$52.00	\$17,680.00
	D.I. CL 53 WATER PIPE 6"								
0008	5201	13	EA	\$350.00	\$4,550.00	\$0.01	\$0.13	\$450.00	\$5,850.00
	6" CI SPECIALS (TEES, BENDS, PLUGS, REDUCERS, SLEEVES, ETC.)								
0009	6140	80	SY	\$8.00	\$640.00	\$9.07	\$725.60	\$34.00	\$2,720.00
	AGGREGATE BASE UNDER BIT (6" CIP) Remove, Salvage, and Replace								
0010	6210	100	SF	\$6.00	\$600.00	\$17.03	\$1,703.00	\$7.00	\$700.00
	SIDEWALK RAMP, 4"								
0011	6217	15	Ft	\$65.00	\$975.00	\$116.93	\$1,753.95	\$45.00	\$675.00
	Detectable Warnings								
0012	6240	40	Lft	\$30.00	\$1,200.00	\$51.40	\$2,056.00	\$26.00	\$1,040.00
	CONCRETE CURB AND GUTTER, 30"								
0013	6305	14	TON	\$110.00	\$1,540.00	\$323.17	\$4,524.38	\$140.00	\$1,960.00
	HAND PATCHING								
0014	7005	340	SY	\$10.00	\$3,400.00	\$8.09	\$2,750.60	\$12.00	\$4,080.00
	TOP SOIL 4" SCREENED								
0015	7015	340	SY	\$3.00	\$1,020.00	\$1.66	\$564.40	\$4.00	\$1,360.00
	CLASS A SEED HYDRO-MULCH								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) SWT Excavating, Inc.		(2) Weick Bros., Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0016	8010	1	LS	\$6,000.00	\$6,000.00	\$3,165.00	\$3,165.00	\$3,000.00	\$3,000.00
	MINOR TRAFFIC CONTROL DEVICES								
0017	8100	35	EA	\$50.00	\$1,750.00	\$10.87	\$380.45	\$9.00	\$315.00
	BARRICADE TYPE II LIGHTED - FURNISHED								
0018	8101	35	EA	\$1.00	\$35.00	\$1.21	\$42.35	\$1.00	\$35.00
	BARRICADE TYPE II LIGHTED - OPERATED								
0019	8110	2	EA	\$100.00	\$200.00	\$60.38	\$120.76	\$50.00	\$100.00
	BARRICADE TYPE III LIGHTED - FURNISHED								
0020	8111	2	EA	\$1.00	\$2.00	\$12.08	\$24.16	\$10.00	\$20.00
	BARRICADE TYPE III LIGHTED - OPERATED								
<b>Bid Totals:</b>					<b>\$46,832.00</b>		<b>\$40,419.14</b>		<b>\$54,935.00</b>

Line	Pay Item Code	Quantity	Units	(3) MONTGOMERY EXCAVATING		(4) Lodestar Construction, Inc.		(5) Dykema Excavators, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LS	\$2,700.00	\$2,700.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
	MOBILIZATION								
0002	1003	1	Ea	\$850.00	\$850.00	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00
	REMOVE TREES 19" TO 36"								
0003	1008	40	Ft	\$5.00	\$200.00	\$10.00	\$400.00	\$15.00	\$600.00
	REMOVE CURB & GUTTER								
0004	1035	12	SY	\$15.00	\$180.00	\$25.00	\$300.00	\$20.00	\$240.00
	REMOVE SIDEWALK								
0005	1045	80	SY	\$8.00	\$640.00	\$15.00	\$1,200.00	\$13.00	\$1,040.00
	REMOVE PAVEMENT								
0006	5076	1	EA	\$1,400.00	\$1,400.00	\$800.00	\$800.00	\$1,100.00	\$1,100.00
	VALVES 6"								
0007	5101	340	LF	\$80.00	\$27,200.00	\$100.00	\$34,000.00	\$110.00	\$37,400.00
	D.I. CL 53 WATER PIPE 6"								
0008	5201	13	EA	\$800.00	\$10,400.00	\$500.00	\$6,500.00	\$875.00	\$11,375.00
	6 " CI SPECIALS (TEES, BENDS, PLUGS, REDUCERS, SLEEVES, ETC.)								
0009	6140	80	SY	\$12.00	\$960.00	\$10.00	\$800.00	\$11.00	\$880.00
	AGGREGATE BASE UNDER BIT (6" CIP) Remove, Salvage, and Replace								
0010	6210	100	SF	\$8.00	\$800.00	\$7.00	\$700.00	\$6.50	\$650.00
	SIDEWALK RAMP, 4"								
0011	6217	15	Ft	\$60.00	\$900.00	\$70.00	\$1,050.00	\$50.00	\$750.00
	Detectable Warnings								
0012	6240	40	Lft	\$40.00	\$1,600.00	\$25.00	\$1,000.00	\$40.00	\$1,600.00
	CONCRETE CURB AND GUTTER, 30"								
0013	6305	14	TON	\$350.00	\$4,900.00	\$200.00	\$2,800.00	\$250.00	\$3,500.00
	HAND PATCHING								
0014	7005	340	SY	\$5.00	\$1,700.00	\$8.00	\$2,720.00	\$8.00	\$2,720.00
	TOP SOIL 4" SCREENED								
0015	7015	340	SY	\$2.00	\$680.00	\$2.00	\$680.00	\$2.00	\$680.00
	CLASS A SEED HYDRO-MULCH								

Line	Pay Item Code	Quantity	Units	(3) MONTGOMERY EXCAVATING		(4) Lodestar Construction, Inc.		(5) Dykema Excavators, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0016	8010	1	LS	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$4,750.00	\$4,750.00
	MINOR TRAFFIC CONTROL DEVICES								
0017	8100	35	EA	\$2.00	\$70.00	\$10.00	\$350.00	\$9.00	\$315.00
	BARRICADE TYPE II LIGHTED - FURNISHED								
0018	8101	35	EA	\$3.00	\$105.00	\$2.00	\$70.00	\$1.00	\$35.00
	BARRICADE TYPE II LIGHTED - OPERATED								
0019	8110	2	EA	\$100.00	\$200.00	\$50.00	\$100.00	\$50.00	\$100.00
	BARRICADE TYPE III LIGHTED - FURNISHED								
0020	8111	2	EA	\$100.00	\$200.00	\$10.00	\$20.00	\$10.00	\$20.00
	BARRICADE TYPE III LIGHTED - OPERATED								
<b>Bid Totals:</b>					<b>\$57,685.00</b>		<b>\$60,490.00</b>		<b>\$73,755.00</b>

Line	Pay Item Code	Quantity	Units	(6) Kamminga & Roodvoets, Inc		Bid Price	Total	Bid Price	Total
Description				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LS	\$8,688.00	\$8,688.00		\$0.00		\$0.00
MOBILIZATION									
0002	1003	1	Ea	\$1,600.00	\$1,600.00		\$0.00		\$0.00
REMOVE TREES 19" TO 36"									
0003	1008	40	Ft	\$20.00	\$800.00		\$0.00		\$0.00
REMOVE CURB & GUTTER									
0004	1035	12	SY	\$20.00	\$240.00		\$0.00		\$0.00
REMOVE SIDEWALK									
0005	1045	80	SY	\$20.00	\$1,600.00		\$0.00		\$0.00
REMOVE PAVEMENT									
0006	5076	1	EA	\$1,400.00	\$1,400.00		\$0.00		\$0.00
VALVES 6"									
0007	5101	340	LF	\$124.00	\$42,160.00		\$0.00		\$0.00
D.I. CL 53 WATER PIPE 6"									
0008	5201	13	EA	\$880.00	\$11,440.00		\$0.00		\$0.00
6" CI SPECIALS (TEES, BENDS, PLUGS, REDUCERS, SLEEVES, ETC.)									
0009	6140	80	SY	\$18.00	\$1,440.00		\$0.00		\$0.00
AGGREGATE BASE UNDER BIT (6" CIP) Remove, Salvage, and Replace									
0010	6210	100	SF	\$10.00	\$1,000.00		\$0.00		\$0.00
SIDEWALK RAMP, 4"									
0011	6217	15	Ft	\$70.00	\$1,050.00		\$0.00		\$0.00
Detectable Warnings									
0012	6240	40	Lft	\$32.00	\$1,280.00		\$0.00		\$0.00
CONCRETE CURB AND GUTTER, 30"									
0013	6305	14	TON	\$150.00	\$2,100.00		\$0.00		\$0.00
HAND PATCHING									
0014	7005	340	SY	\$12.00	\$4,080.00		\$0.00		\$0.00
TOP SOIL 4" SCREENED									
0015	7015	340	SY	\$3.00	\$1,020.00		\$0.00		\$0.00
CLASS A SEED HYDRO-MULCH									

Line	Pay Item Code	Quantity	Units	(6) Kamminga & Roodvoets, Inc					
Description				Bid Price	Total	Bid Price	Total	Bid Price	Total
0016	8010	1	LS	\$6,000.00	\$6,000.00		\$0.00		\$0.00
MINOR TRAFFIC CONTROL DEVICES									
0017	8100	35	EA	\$50.00	\$1,750.00		\$0.00		\$0.00
BARRICADE TYPE II LIGHTED - FURNISHED									
0018	8101	35	EA	\$1.00	\$35.00		\$0.00		\$0.00
BARRICADE TYPE II LIGHTED - OPERATED									
0019	8110	2	EA	\$150.00	\$300.00		\$0.00		\$0.00
BARRICADE TYPE III LIGHTED - FURNISHED									
0020	8111	2	EA	\$1.00	\$2.00		\$0.00		\$0.00
BARRICADE TYPE III LIGHTED - OPERATED									
<b>Bid Totals:</b>					<b>\$87,985.00</b>				

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO  
EXECUTE AN AGREEMENT WITH THE CITY OF GRAND RAPIDS  
FOR THE RESURFACING OF CLYDE PARK AVENUE  
FROM ALGER STREET TO BURTON STREET

WHEREAS:

1. On May 6, 2016, the Michigan Department of Transportation (MDOT) opened bids for the City of Wyoming's 2016 Federal Resurfacing project for the resurfacing of Clyde Park Avenue between 60<sup>th</sup> Street and 54<sup>th</sup> Street and between 28<sup>th</sup> Street and Burton Street.
2. A segment of Clyde Park Avenue is a borderline street between the City of Grand Rapids and the City of Wyoming, sharing the maintenance responsibilities equally with the two cities.
3. The attached Agreement identifies the costs and obligations of each City based on the anticipated work in each City.
4. The City of Grand Rapids' share of the project is estimated to be \$57,704.92.

NOW, THEREFORE, BE IT RESOLVED:

1. The Major and City Clerk are hereby authorized to execute the attached City-City Agreement with the City of Grand Rapids for the resurfacing of Clyde Park Avenue from Alger Street to Burton Street as a part of the City of Wyoming's 2016 Federal Resurfacing 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 August 15, 2016.

\_\_\_\_\_  
Kelli A.VandenBerg, Wyoming City Clerk

ATTACHMENT:  
City-City Agreement

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

## AGREEMENT

Clyde Park Avenue from Alger Street to Burton Street

THIS AGREEMENT is made \_\_\_\_\_, 2016 between the City of Wyoming, a Michigan Municipal Corporation, 1155 - 28<sup>th</sup> Street, S.W., Wyoming, Michigan 49509, hereinafter referred to as "Wyoming" and the City of Grand Rapids, a Michigan Municipal Corporation, 300 Monroe Avenue, N.W., Grand Rapids, Michigan 49503, hereafter referred to as "Grand Rapids".

### WITNESSETH

WHEREAS, Wyoming and Grand Rapids are desirous of resurfacing Clyde Park Avenue from Alger Street to Burton Street as a part of the City of Wyoming's 2016 Federal Resurfacing project, hereinafter referred to as the "Project", and

WHEREAS, the Project will be financed in part by State and Federal funds and Wyoming will be designated as the requesting party pursuant to agreements between Wyoming and the Michigan Department of Transportation (MDOT) in connection with the Project, and

WHEREAS, Wyoming and Grand Rapids hereto desire to participate in the local share of costs for grant eligible and ineligible items of work for the project in accordance with the aforesaid MDOT agreement, and in the manner set forth below.

NOW, THEREFORE, in consideration of the respective covenants contained herein and the aforesaid MDOT agreement, the parties agree as follows:

1. Wyoming on behalf of Wyoming and Grand Rapids has provided design engineering services for the Project.
2. Wyoming will perform the construction engineering and inspection services for the entire Project. Wyoming will perform construction administration and staking.
3. The estimated local share cost for the Project, including construction cost, design engineering costs, construction engineering/inspection costs, and all other costs associated with the Project will be shared between Wyoming and Grand Rapids in accordance with Exhibit A.
4. Wyoming on behalf of Wyoming and Grand Rapids has secured the necessary grading easements in connection with the project. Grading easement costs including the costs for the easements, appraisal costs, acquisition costs and attorney fees will be shared between Wyoming and Grand Rapids in accordance with Exhibit A.
5. Wyoming will invoice Grand Rapids for their share of the Project costs upon receipt of invoices and supporting calculations for the same. Grand Rapids agrees to promptly pay within 30 days of receipt of invoice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above first written.

WITNESSED

\_\_\_\_\_

\_\_\_\_\_

City of Wyoming  
A Michigan Municipal Corporation

By. \_\_\_\_\_  
Jack Poil, Mayor

Attest. \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

WITNESSED

\_\_\_\_\_

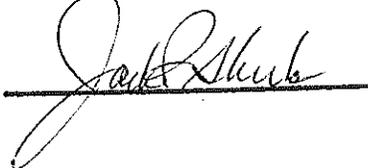
\_\_\_\_\_

City of Grand Rapids  
A Michigan Municipal Corporation

By. \_\_\_\_\_  
Rosalynn Bliss, Mayor

Attest. \_\_\_\_\_  
Darlene O'Neal, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_

**EXHIBIT A**

	Estimated Total COST	Estimated Federal Share (81.85% Max Participating)	Estimated Wyoming Share (84.86% Participating)	Estimated Grand Rapids Share (15.14% Participating)
Total Construction	\$1,017,792.87	\$833,063.46	\$154,761.38	\$29,968.03
Construction (Participating)	\$1,017,792.87	\$833,063.46	\$154,761.38	\$29,968.03
Construction (Non- Participating)	\$0.00	\$0.00	\$0.00	\$0.00
Engineering, Survey, Design, Soil Borings, Testing (9%)	\$91,601.36	\$0.00	\$77,732.91	\$13,868.45
Construction Administration and Inspection (4%)	\$40,711.71	\$0.00	\$34,547.96	\$6,163.75
Contingencies (5%)	\$50,889.64	\$0.00	\$43,184.95	\$7,704.69
Grading Easements and ROW	\$9,068.99	\$0.00	\$9,068.99	\$0.00
TOTAL Project	\$1,210,064.57	\$833,063.46	\$319,296.19	\$57,704.92

The costs shown are estimates only. Actual share of cost for each category will be prorated based on percent of total shown and in accordance with this Agreement.

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

RESOLUTION TO ACCEPT A PROPOSAL FROM DONOHUE & ASSOCIATES  
(PARTNERED WITH ERAMOSIA INTERNATIONAL) TO DEVELOP AN ASSET  
MANAGEMENT PROGRAM FOR THE CLEAN WATER PLANT  
AND SANITARY SEWER SYSTEM

WHEREAS:

1. As detailed in the attached Staff Report, three responses were received in response to the City's request for proposals to develop an asset management program for the Clean Water Plant and sanitary sewer system.
2. It is recommended City Council accept the proposal received from Donohue & Associates (partnered with Eramosa International).
3. The total project budget for the Donohue proposal is \$641,500 and the monies will be recovered by the SAW Grant after they have been expended. These expenses are budgeted in the Sewer Fund, account number 590-590-54300-967.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from Donohue & Associates (partnered with Eramosa International) to develop an asset management program for the Clean Water Plant and sanitary sewer system, with a project budget of \$641,500.

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 August 15, 2016.

ATTACHMENTS:  
Staff Report  
Summary of Proposals

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

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

## STAFF REPORT

Date: August 7, 2016  
Subject: Asset Management Program Project Award  
From: Myron Erickson, PE, Deputy Director of Public Works  
Meeting Date: August 15, 2016

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### RECOMMENDATION:

It is recommended that the proposal from Donohue & Associates regarding the implementation of SAW Grant funds to more fully develop an Asset Management Program for the Clean Water Plant and sanitary sewer system be accepted.

### SUSTAINABILITY CRITERIA:

Environmental Quality – The Clean Water Plant actively protects Michigan’s water environment. Proper stewardship of its physical assets is a key part of this mission.

Social Equity -- The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status.

Economic Strength – Proper stewardship of physical assets costs less in the long run. A proper asset management program will ensure that future generations of Wyoming residents will enjoy affordable and efficient wastewater treatment services far into the future.

### DISCUSSION:

Wyoming’s recently re-issued NPDES discharge permit requires the Clean Water Plant to develop and implement an asset management program. Even if it were not now a matter of permit compliance, however, asset management makes sense and is the best way to run a utility. A proper asset management program anticipates and plans for tomorrow’s costs of upkeep and replacement of physical assets today.

In June of this year, we released a Request for Proposals to develop an asset management program for the Clean Water Plant and collection system. The money to pay for the program development is coming from the SAW Grant that the City received from the State of Michigan in late 2015. Three proposals were received and based on these, two firms were invited to visit the Clean Water Plant and present their ideas in more detail.

The two firms were Donohue & Associates (partnered with Eramosa International) and Hubbell, Roth, & Clark (partnered with Power Engineers). Based on their complete proposals and our asset management team’s experience with both these firms, we are recommending that we enter into an agreement with Donohue. Although Donohue’s project budget is higher than HRC’s, the actual cost is dependent upon the software and hardware purchases and the amount of effort necessary to implement the new asset management system – which will be similar for either

consultant. The team believes that Donohue's placement of priority is a better fit for the way our own staff work, and the placement of differing amounts of time on different components of the work reflects a thoughtfulness not seen in HRC's proposal.

The two project budgets for this work were:

- Donohue & Associates: \$641,500
- Hubbell, Roth, & Clark: \$558,000

Attached is a table summarizing how the project budgets broke down in each proposal, and where the asset management team saw the advantage in going with Donohue.

**BUDGET IMPACT:**

The total project budget for the Donohue proposal is \$641,500, and these monies will be recovered by our SAW Grant after they have been expended. Our staff time is similarly recovered through our SAW Grant.

Comparable	HRC / Power	Donohue / Eramosa
<b>Software</b>		
Selection		X
Implementation		X
Integration		X
Regional GIS		X
CityWorks	X	
<b>Asset Knowledge</b>		
Linear	X	
Vertical		X
<b>Team Experience</b>		
MDEQ / SAW Grants	X	
Similar Projects		X
<b>Team Strength</b>		
Organization		X
Presentation		X
Project Oversight	(Keith)	X (Mike)
Project Management	(Dennis)	X (Craig)
Software Expertise	(Bill)	X (Tim)
<b>Project" Budget"</b>		
Software Planning and Selection	\$12,000	\$50,100
Software and Hardware Purchase	80,000	170,000
Software Implementation	130,000	64,700
Data Migration	38,000	35,300
Software Training	20,000	39,100
<i>Software</i>	<i>280,000</i>	<i>359,200</i>
AM Policies and Framework	60,000	87,800
Asset Inventory and Condition	80,000	76,600
Capital Improvement Program	15,000	44,600
Utility Rates	0	12,300
<i>AM Program</i>	<i>155,000</i>	<i>221,300</i>
Other	123,000	61,000
<i>Total</i>	<i>\$558,000</i>	<i>\$641,500</i>

## FEE PROPOSAL

The Approach Section provides details of the overall project approach, tasks, and schedule. The following provides the fee proposal for the services outlined along with the basis on which the fee proposal was determined.

**Providing a firm fee for all aspects of the project is challenging** because the actual level of effort and cost of software and hardware (which are the majority of the expenses) will be determined by the choices and decisions made during the planning phase of the project.

The table on the following page summarizes the fee for each major task along with estimated hours and expenses to perform the services described in the Approach Section (Section 2). For the purposes of providing a total estimated fee we have inserted into the table reasonable allowances for software, hardware, and integration costs based on past similar experience. These estimates do not commit the City to these costs. As you consider the overall costs please **be mindful that the choices which the City makes will have an impact on overall costs**. We will carefully present these as the project progresses so that you can determine what best suits your needs and fits within the City's budget.

The basis for the fees and costs are as follows:

- The costs are all inclusive of overhead and profit.
- Labor costs shown are blended 2016/2017/2018 rates based on the schedule outlined in the RFP. This assumes a Notice to Proceed in August 2016 and a 24-month project duration.
- For the purposes of offering the proposal we assume all services are in accordance with Donohue & Associates, Inc. standard terms and conditions included at the end of the is section. Should the City choose to enter into a contract with Donohue, we will negotiate contractual terms preferred by the City.
- Services subcontracted to Eramosa are noted in the Approach Section. Those services are marked up by 10 percent.
- Expenses are at direct costs with no mark-up.
- Software and hardware cost ranges are as follows:
  - **EAM Hardware:** \$15k - \$25k includes servers and workstations broken down as follows: Based on recent server procurements for similar projects we estimate the range to be approximately \$8k to \$12k for server hardware and operating system licensing costs depending on your choices. The remaining budget is allocated for workstations with a range of \$7k to \$13k. We have included \$15k in the table as a reasonable allowance. Leveraging existing City infrastructure provides an opportunity to reduce costs in this area.
  - **EAM Software:** \$125k - \$310k (Software licensing and Vendor implementation costs) Our cost estimate ranges from the low cost for an upgrade of MP2 to a current version of Infor EAM to a highest cost which includes one complete new Enterprise Asset Management package from a new vendor (if this were your approach the actual cost would depend on what was selected). Both estimates include the software licensing costs and also the anticipated vendor cost to perform the implementation project. Since it seems most likely that the City will upgrade the existing system we included the upgrade cost in the table. Our estimates are based on recent similar project experience with comparable municipal clients.
  - **EAM Hardware and Software:** An allowance of \$155k is included.
  - **Mobile Hardware and Software:** \$15k - \$50k (depends on hardware and software selected) Due to the many mobile hardware and software options available, it is not possible to provide a more precise estimate without first understanding the specific goals and objectives of the City. In our experience \$15k is a reasonable budget. This amount is included in the Table.

## Wyoming Asset Management Plan Fee Estimate Summary Donohue & Associates/Eramosa

Task Description	Donohue & Associates						Eramosa		Total Hours	Total Labor	Travel	Printing & Mailing	Software/ Hardware Expenses	Total Cost	Subtotals
	ENG VIII	ENG VII	ENG VI	ENG IV	ENG III	ENG II	ENG VII	ENG III							
	\$ 235	\$ 215	\$ 195	\$ 165	\$ 140	\$ 125	\$ 215	\$ 132							
<b>1 Project Management</b>	28	-	120	128	-	-	20	-	296	55,400	5,500	100	-	61,000	\$ 61,000
1.1 Project Work plan															
1.2 Other Management Activities (Invoicing, etc.)															
1.3 Kickoff Meeting and preparation															
<b>2 Review and Support AM Policy and Strategy</b>	14	-	52	20	-	-	24	-	110	21,890	1,000	600	-	23,490	\$ 23,490
2.1 AM policy, strategy and KPI approach and technical memo															
2.2 Workshop preparation															
2.3 AM Policy, strategy and KPI Workshop															
2.4 QA/QC															
2.5 Finalize Tech Memo															
<b>3 Establish Risk Framework</b>	8	4	112	-	-	-	12	-	136	27,160	1,000	600	-	28,760	\$ 28,760
3.1 Develop Risk Framework, Asset Consequence and Scoring (Task 9) and Business Risk Assessment Framework (Task 11) TM.															
3.2 Workshop preparation															
3.3 Risk Framework Workshop															
3.4 QA/QC															
3.5 Finalize Tech Memo															
<b>4 Establish Information System Framework</b>	8	-	36	-	-	-	136	80	260	48,700	800	600	-	50,100	\$ 50,100
4.1 Develop information system framework															
4.2 Work with City Information Technology															
4.3 Develop detailed integration plan															
4.4 Develop technical memo															
4.5 Workshop Preparation (plan for 2 workshops)															
4.6 Information Technology Workshops (plan for 2 workshops)															
4.7 QA/QC															
4.8 Finalize Tech Memo															
<b>5 Procure and Implement EAM Software and Hardware</b>	-	-	-	-	-	-	92	160	252	40,900	5,600	-	155,000	201,500	\$ 201,500
5.1 Asset management server and workstations budgetary estimate															
5.2 Asset management software are and initial licensing															
5.3 System integration and testing															
<b>6 Risk Management, GIS and EAM Software Training</b>	-	-	24	40	-	-	32	120	216	34,000	4,100	1,000	-	39,100	\$ 39,100
6.1 Develop asset/risk management training															
6.2 Develop GIS training module (City coordination)															
6.3 Develop EAM training module															
6.4 Conduct training workshop to review modules with City															
6.5 Complete asset/risk management training															
6.6 Complete GIS training															
6.7 Complete EAM training															
<b>7 Geocode/Convert Existing Asset Information</b>	8	-	80	-	-	-	60	32	180	34,604	-	700	-	35,304	\$ 35,304
7.1 Develop collection system and clean water plant asset hierarchy work plan and technical memo															
7.2 Collection system and clean water plant planning workshop															
7.3 Transition GIS Database to CMMS (part CMMS scope)															
7.4 Transition MP2 assets and integrate hierarchy (part of CMMS scope)															
7.5 Develop and test plan for maintenance program integration by City															
7.6 QA/QC															
7.7 Finalize Tech Memo															
<b>8 Conduct Asset Attribution</b>	-	32	8	-	-	-	44	24	108	21,068	-	-	-	21,068	\$ 21,068
8.1 Develop asset attribution work plan and technical memo (part of Task 7)															
8.2 Prepare for workshop (Part of Task 7)															
8.3 Conduct asset attribution workshop (Part of Task 7)															
8.4 Populate asset attribution for critical assets															
8.5 Develop plan and system for City asset attribution of remaining assets															
<b>9 Establish Asset Failure Consequence Scoring Criteria</b>	-	-	8	8	-	-	12	-	28	5,460	-	-	-	5,460	\$ 5,460
9.1 Establish likelihood and consequence of failure criteria.															
9.2 Integrate into risk framework tech memo and workshop (Task 3).															
<b>10 Conduct Baseline Condition Assessment</b>	8	24	4	48	180	40	24	-	328	51,100	3,925	500	-	55,525	\$ 55,525
10.1 Develop framework and technology approach for condition assessment.															
10.2 Conduct assessment on critical equipment (200 assets)															
10.3 Develop technical memo.															
10.4 QA/QC															
10.5 Finalize assessment and technical memo.															
<b>11 Conduct Business Risk Evaluation</b>	-	-	40	80	40	-	16	-	176	30,040	-	-	-	30,040	\$ 30,040
11.1 Develop business risk framework.															
11.2 Lifecycle costs for critical assets (approximately 200 assets)															
11.3 Maintenance/replacement strategies															
11.4 Integrate evaluation results into Risk Framework TM (Task 3).															
<b>12 Equip Field Staff with Mobile Data Access</b>	-	-	8	-	-	-	32	64	104	16,888	1,350	-	15,000	33,238	\$ 33,238
12.1 Mobile hardware and software budgetary estimate															
12.2 Procure mobile software															
12.3 Configure and test systems															
12.4 Issue to staff and provide training															
<b>13 Update City Rate Calculation</b>	8	-	24	8	-	-	16	-	56	11,320	1,000	-	-	12,320	\$ 12,320
13.1 City will coordinate and compensate support directly.															
13.2 Rate calculation, asset valuation and capital planning workshop															
<b>14 Other Steps</b>	8	16	80	44	80	-	16	-	244	42,820	1,000	800	-	44,620	\$ 44,620
14.1 Develop capital planning model															
14.2 Finalize asset management plan report															
<b>Total</b>	90	76	596	376	300	40	536	480	2,494	\$ 441,350	\$ 25,275	\$ 4,900	\$ 170,000	\$ 641,525	\$ 641,525
<b>Total Labor Dollars by Staff</b>	\$ 21,150	\$ 16,340	\$ 116,220	\$ 62,040	\$ 42,000	\$ 5,000	\$ 115,240	\$ 63,360							\$ 641,600

## STANDARD TERMS AND CONDITIONS

**1. STANDARD OF CARE.** Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

**2. CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

**3. HAZARDOUS ENVIRONMENTAL CONDITIONS.** Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

**4. SAFETY.** Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

**5. DELAYS.** If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

**6. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

**7. OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

**8. RELATIONSHIP TO CONTRACTORS.** Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

**9. CONSTRUCTION REVIEW.** For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

**10. BETTERMENT.** If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**11. INSURANCE.** Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

**12. INDEMNIFICATION.** To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be

caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

**13. LIMITATIONS OF LIABILITY.** No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

**14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS.** All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Donohue grants Owner a license to use instruments of Donohue's services for the purpose of constructing, occupying or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

**15. ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

**16. RECORDS RETENTION.** Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

**17. AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

**18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES.** This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

**19. NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

**20. STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Donohue, or, if no construction documents are prepared, one year after the submittal date of Donohue's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

**21. DISPUTE RESOLUTION.** Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

**22. CONTROLLING LAW.** This Agreement is governed by the laws of the state in which the Project is located.

**23. NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

**24. SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**25. AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**26. SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

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

RESOLUTION TO AUTHORIZE ACCEPTANCE OF A QUOTE FROM RC  
MERCHANT & COMPANY FOR THE PURCHASE AND INSTALLATION OF  
BATTERIES FOR THE UPS SYSTEM AT THE WATER TREATMENT PLANT

WHEREAS:

1. As detailed in the attached Staff Report, the Eaton UPS system provides auxiliary power for all of the computer, SCADA and laboratory equipment located within the main building of the Water Treatment Plant.
2. The batteries for the UPS system are not functioning properly and are overdue for replacement.
3. It is recommended the City Council accept a quote from RC Merchant & Company, the authorized Eaton Distributor in the State of Michigan, for the purchase and installation of thirty-six batteries for the UPS system at the Water Treatment Plant in the total amount of \$9,165.55.
4. Funds are available in account number 591-591-55300-775000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize acceptance of the attached quote from RC Merchant & Company in the total amount of \$9,165.55 for the purchase and installation of batteries for the UPS system at the Water Treatment Plant.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 15, 2016.

ATTACHMENTS:  
Staff Report  
Quote

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

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

## STAFF REPORT

Date: August 8, 2016

Subject: Acceptance of Proposal to Provide and Install Uninterruptible Power Supply (UPS) Batteries in Water Treatment Plant Computer Room

From: Tom Wilson, Utility Maintenance Manager

Date of Meeting: August 15, 2016

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### RECOMMENDATION:

It is recommended that the City Council accept the proposal from RC Merchant & Co. Inc. to provide and install batteries for the UPS devices located in the computer room of the Water Treatment Plant at a cost of \$9,165.55.

### SUSTAINABILITY CRITERIA:

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

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

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

### DISCUSSION:

This UPS system provides auxiliary power for all of the computer, SCADA and laboratory equipment located within the main building of the Water Treatment Plant. During a recent inspection by Eaton Corporation, the manufacturer of the UPS system, it was brought to our attention that the batteries are overdue for replacement. It was also noted that the batteries currently in use are functioning properly at this time; however, they have been in service for over six years and have exceeded their service life expectancy of three to five years. In an effort to be proactive and to guard against failure of these batteries that provide an important function within the main building, we feel it is imperative that these batteries be replaced soon.

A proposal was received from RC Merchant & Co. Inc., the authorized Eaton distributor in Michigan, to provide and install 36 batteries for the UPS system located in the computer room at the Water Treatment Plant.

**BUDGET IMPACT:**

Based on the information presented, it is recommended that the City Council accept the proposal as submitted by RC Merchant & Co. Inc. to provide and install 36 batteries within the UPS system at the Water Treatment plant at a cost of \$9,165.55. Adequate funds exist in the Water Fund Maintenance Supplies Account 591-591-55300-775000.

**ATTACHMENTS:**

UPS Service Quote  
Scope of Work  
Warranty

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

RESOLUTION TO AUTHORIZE THE PURCHASE OF TWO  
STOCK (DEMO) FIRE APPARATUSES FROM PIERCE MANUFACTURING

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City purchase two stock (demo) fire apparatuses from Pierce Manufacturing in the total estimated amount of \$1,281,532.00.
2. Due to the fact that these apparatuses are stock (demos), their availability cannot be guaranteed therefore it is recommended City Council approve a total expenditure of \$1,400,000.00 for the purchase of the same or similar type and quality of stock (demo) apparatuses that may become available from Pierce Manufacturing if the current stock (demos) are sold prior to City Council approval.
3. After purchase of the apparatuses, the Department of Public Safety will provide City Council with notice of final purchase information, including equipment and cost if it differs from the apparatuses specified in the Staff Report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of two stock (demo) fire apparatuses from Pierce Manufacturing as detailed in the attached staff report.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 15, 2016.

ATTACHMENT:  
Staff Report

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

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

## STAFF REPORT

**Date:** August 8, 2016  
**Subject:** Replacement of Firefighting Apparatus  
**From:** Chuck Lark, Deputy Director of Fire Services  
**Meeting Date:** August 15, 2016

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### **RECOMMENDATION:**

It is recommended that the City Council approve the purchase of two (2) Stock (Demo) fire apparatuses to replace the scheduled removal of Ladders #71 and #74. The total cost of this purchase, based on demos that are currently available, is \$1,281,532.00.

However, due to the fact that these apparatuses are demos, their availability cannot be guaranteed beyond the date of approval. Therefore, it is recommended that the council approve an amount of \$1,400,000.00 (approximately 10% higher than the current estimate) for the purchase of the same or similar type and quality of demo apparatuses that may become available if the current demos are sold prior to approval.

### **SUSTAINABILITY CRITERIA:**

**Environmental Responsibility:** The purchase of this apparatus will have no impact on the environmental quality.

**Social Equity:** The purchase of this apparatus will ensure that our fire response vehicles are readily available to provide fire and rescue services throughout the entire community.

**Economic Strength:** The purchase of this apparatus will provide depth in the WYFD's firefighting capabilities and extend the life of our current fleet, at a significant reduction in costs.

### **DISCUSSION:**

In the spring of 2016, Deputy Chief Bennett, Equipment Operator Brian Ilbrink and Fleet Services Supervisor Ted Seil attended the FDIC Fire Conference with the specific plan of finding replacements for our 75' Ladders (Quints) 71 and 74. The Pierce 107' Ascendant Aerial provided the most practical purchase of comparable equipment. The Pierce Aerial is the only ladder manufacturer that builds a ladder of that length on a single axle frame. Their revolutionary design provides improved maneuverability while adding 7' ft. to the traditional 100' ft. ladder designs. The Pierce 107' ladder truck with a single axle is small enough to be used in all neighborhoods in the City where our current 100" Platform truck with dual axels cannot. With the Pierce aerial design, we should be able to reduce annual costs due to its mechanic friendly access for preventative maintenance.

STAFF REPORT  
Fire Apparatus (Contd.)

Using the fleet assessment over the past year, staff is recommending the following purchase:

**2016 Fleet Replacement**

Ladder #71

Ladder #74

**2016 Purchase Recommendation**

Pierce 107' Ascendant Aerial (Price \$800,638.00)

Enforcer Rescue Pumper (Price \$480,894.00)

The Pierce 107' Ascendant Aerial purchase will provide a back-up to our current aerial (Platform #82) and/or frontline ladder to our fleet replacing Ladder #71. The Enforcer Rescue Pumper will provide a back-up (Rescue #77) and/or frontline rescue pumper to our fleet replacing Ladder #74. Staff is recommending purchasing from Pierce specifically because of the uniqueness of their Aerial, and the significant cost savings received because we are purchasing two Stock (Demo) vehicles. Pierce has this equipment immediately available.

This purchase will create redundancy in our fleet, and will also help improve our ISO (Insurance Services Organization) rating needs.

**COST SAVINGS:**

By purchasing the Stock (Demo) equipment we are estimating a potential savings of \$118,468 from what we have accumulated to replace the Quints.

**BUDGET IMPACT:**

Funds are available in the amount of \$1,400,000.00 in the Motor Pool Capital Outlay fund account (#662-441-58500-985.000).

REPORT APPROVED  
Chief James E. Carmody  
August 8, 2016

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

RESOLUTION TO AUTHORIZE ACCEPTANCE OF A QUOTE FROM  
HURST MECHANICAL FOR A REPLACEMENT HVAC-RTU AT THE WYOMING LIBRARY

WHEREAS:

1. As detailed in the attached Staff Report the compressor and condenser in the number one HVAC – RTU at the Wyoming Library failed.
2. Hurst Mechanical provided the City with a quote in the total amount of \$17,985.00 for the purchase and installation of a replacement 20 ton RTU and removal and disposal of the existing unit.
3. It is recommended the City Council accept the quote from Hurst Mechanical.
4. Funds are available in the Library Fund Facilities Maintenance Capital Outlay account number 271-267-26700-975000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize acceptance of the attached quote from Hurst Mechanical in the total amount of \$17,985.00 for replacement of the number one HVAC – RTU at the Wyoming Library.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 15, 2016.

ATTACHMENTS:

Staff Report

Quote

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

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

## STAFF REPORT

Date: August 9, 2016

Subject: Emergency Purchase of Roof Top Unit for the Library

From: Jeff Anderson, Parks and Facilities Supervisor

Cc: Becky Rynbrandt, Community Services Director

Meeting Date: August 15, 2016

### **Recommendation:**

It is recommended that the City Council authorize the emergency purchase of a replacement 20 ton Trane, Roof Top Unit (RTU) for the Wyoming Library. We request processing this emergency purchase from Hurst Mechanical as they are intimately familiar with the library building and HVAC equipment.

### **Sustainability Criteria:**

Environmental Responsibility: The Community Services Department's Parks and Facilities Services strives to be environmentally responsible and is contracting with a reputable company for the emergency replacement of the Roof Top Unit. Hurst Mechanical will follow all industry standards and reclaim the refrigerant from the current system as to not impact the environment.

Social Equity: This heating and air conditioning unit will provide service to all residents of the City of Wyoming, and any other individual utilizing the Wyoming Library, without regard to income level or socio-economic status.

Economic Strength: The Community Services Department's Parks and Facilities Services is committed to providing excellent customer service. Providing timely replacement of this RTU allows the City of Wyoming to maintain high quality infrastructure.

### **Discussion:**

On August 1, 2016 our HVAC service contractor, Hurst Mechanical, was called to inspect the number one HVAC - RTU at the Wyoming Library for a lack of cooling. The mechanical contractor determined the compressor and condenser had failed and required replacement. The warranty on the RTU is expired and will require an emergency replacement purchase. Hurst Mechanical provided a complete proposal for the removal and installation of a replacement Trane 20 ton RTU to match the existing unit for \$17,985.00.

### **Budget Impact:**

Funds for the replacement unit exist in the Library Fund Facilities Maintenance Capital Outlay Account:

Budget Expense Account: 271-267-26700-975000

Attachment: Quote



(616) 784-4040  
Fax (616) 785-7900  
5800 Safety Drive  
Belmont, MI 49306

August 9th, 2016

City of Wyoming  
1155 28<sup>th</sup> Street, S.W. Box 905  
Grand Rapid MI 49509

ATTN: Jeff Anderson

**SUBJECT: Wyoming Library RTU #1 Replacement**

Pursuant to your request, HURST MECHANICAL has visited your facility to observe conditions, collect data and receive instructions pertaining to the above mentioned project.

The work is to consist of the following: **Wyoming Library RTU # 1 Replacement**

- Remove and dispose of the existing 16 year old Trane RTU #1
- Provide and install a new Trane 20 ton RTU to match existing unit
  - The new Trane unit will fit the existing curb (no curb adapter necessary)
- Provide and install a new economizer for fresh air and free cooling in the cooler months
- Reconnect the existing gas and electrical to the new unit
- Reconnect the existing controls the new unit
  - Provide and install new RIB relays on the new unit to match the existing controls set up
- Start and check operation of the new Trane package unit

Price includes parts, labor, and installation.

**Your Investment is \$17,985.00**

*Note: Work has been figured during normal business hours  
Crane and Rigging has been included*

Thank you for the opportunity to prepare this quote for you. If we may be of service or if you have any questions, please feel free to call us at 616-784-4040.

Sincerely,

HURST MECHANICAL

*Mike Sweeney*

Mike Sweeney (Project Manager/Estimator)

## STAFF REPORT

Date: August 7, 2016  
Subject: Cross Connection Ordinance Revision  
From: Myron Erickson, PE, Deputy Director of Public Works  
Meeting Date: August 15, 2016

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### RECOMMENDATION:

It is recommended that City Council adopt an amended ordinance for the control of cross connections in Wyoming's drinking water distribution system.

### SUSTAINABILITY CRITERIA:

Environmental Quality – Cross connections are a serious potential threat to human health and the environment. Adoption of this ordinance will give us better tools for their control.

Social Equity -- The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status.

Economic Strength – A community free of potential cross connections in its water distribution system is more economically productive. By imposing the same standards of safety and hygiene on all users of our system, Wyoming remains economically competitive with other communities.

### DISCUSSION:

Wyoming's Cross Connection Ordinance needs to be updated to include the authority to require existing fire protection systems be held to plumbing code backflow standards whenever significant changes are made. This change to our ordinance will bring us into compliance with the MDEQ's Cross Connection rules and Michigan Plumbing Code.

### BUDGET IMPACT:

This ordinance revision has no budget impact.

ORDINANCE NO. 12-16

AN ORDINANCE TO AMEND DIVISION 3 OF ARTICLE II  
OF CHAPTER 86 OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Division 3 of Article II of Chapter 86 of the Code of the City of Wyoming is hereby amended to read as follows:

DIVISION 3. CROSS CONNECTIONS

**Sec. 86-91. Purpose of division.**

The purpose of this division is to protect the public health, safety and welfare by reducing the risk of cross connection contamination of the city's water supply system. This division shall control all matters concerning the inspection, detection, prevention and elimination of cross connections in new and existing industrial, commercial and residential facilities.

**Sec. 86-92. Definitions.**

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

*Backflow* means water of questionable quality, wastes or other contaminants entering a public water supply system due to a reversal of flow.

*Cross connection* means a connection or arrangement of piping or appurtenances through which a backflow could occur.

*Safe air gap* means the minimum distance of a water inlet or opening above the maximum high water level or overflow rim in a fixture, device or container to which public water is furnished which shall be at least two times the inside diameter of the water inlet pipe, but shall not be less than one inch and need not be more than 12 inches.

*Secondary water supply* means a water supply system maintained in addition to a public water supply including, but not limited to, water systems from ground or surface sources not meeting the requirements of Act No. 399 of the Public Acts of Michigan of 1976 (MCL 325.1001 et seq.) and by sections 3, 6 and 10 of Act No. 98 of the Public Acts of Michigan of 1913 (MCL 325.201 et seq.) as amended, and sections 9 and 427 of Act No. 380 of the Public Acts of Michigan of 1965 (MCL 16.101 et seq.) as amended, or water from a public water supply which in any way has been

treated, processed or exposed to any possible contaminant or stored in other than an approved storage facility.

*Submerged inlet* means a water pipe or extension thereto from a public water supply terminating in a tank, vessel, fixture or appliance which may contain water of questionable quality, waste or other contaminant and which is unprotected against backflow.

*Water utility* means the city utilities department.

**Sec. 86-93. Compliance with existing laws.**

A connection with a public water supply system shall comply with the existing laws and rules of Act No. 399 of the Public Acts of Michigan of 1976 (MCL 325.1001 et seq.) including Act No. 266 of the Public Acts of Michigan of 1929 (MCL 338.901 et seq.) as amended, and the provisions of this Code.

**Sec. 86-94. Prohibited connections.**

Cross connection of the public water supply system and any other water supply system or source including, but not limited to, the following are prohibited:

- (1) Between the public water supply system and a secondary water supply, either direct or by submerged inlet.
- (2) Between a lawn sprinkler system and the public water supply system.
- (3) Between a public water supply and piping which may contain sanitary waste or a chemical contaminant, including self-contained hydronic boiler systems.
- (4) Between a public water supply system and piping immersed in a tank or vessel which may contain a contaminant.
- (5) Between a public water supply and fire suppression systems.

**Sec. 86-95. Private water storage tanks deemed secondary water supply.**

A private water storage tank supplied from the city water supply system shall be deemed a secondary water supply unless it is designed and approved for potable water usage.

**Sec. 86-96. Local control program.**

The city shall maintain a comprehensive control program for elimination and prevention of all cross connections meeting the approval of the state Department of Environmental Quality, Division of Community Water Supply or any successor agency.

**Sec. 86-97. Responsibility for expense of elimination of existing cross connections.**

The expense of eliminating cross connections shall be that of the owner of the property on

which the cross connection exists.

**Sec. 86-98. Inspection and backflow device testing.**

The director shall have the authority to inspect any premises to determine the presence of an existing cross connection and to order the immediate elimination of the cross connection. All backflow devices, as determined by the director, shall be tested according to the requirements of Act No. 399 of the Public Acts of Michigan of 1976 (MCL 325.1001 et seq.). All new devices shall be tested upon installation prior to being placed in service. Testing shall be performed by an individual meeting the requirements of Act No. 399 of the Public Acts of Michigan of 1976 (MCL 325.1001 et seq).

**Sec. 86-99. Piping identification for exposed city water and secondary piping.**

When a secondary water source is used in addition to the city water supply, exposed city water and secondary water piping shall be identified by distinguished colors or tags, and maintained so that each pipe may be readily traced in its entirety. If piping is installed that it is impossible to trace it in its entirety, it will be necessary to protect the city water supply at the service connection in a manner acceptable to the director.

**Sec. 86-100. Correction of violations; installation or use of protective devices.**

Upon notification of a violation of this division, the owner of the property in question shall promptly correct such violations. The total time allowed for completion of the necessary corrections shall be contingent upon the degree of hazard involved and include the time required to obtain and install equipment. If the cross connection has not been removed within the time specified, the city shall discontinue water service as provided in section 86-101.

**Sec. 86-101. Facility Fire Protection System Upgrade Requirement**

If a facility extends their current Fire Protection System, or makes other significant changes to existing Fire Protection System piping, the division may require the FP system to be upgraded up to the latest Michigan Plumbing backflow protection standards. Any Fire Protection System which contains any additives will be required to be protected by a Reduced Pressure Zone Assembly.

**Sec. 86-102. Discontinuance of water service upon delinquent device testing or when cross connection is in violation of article; elimination of danger of contamination.**

The director is hereby authorized to discontinue water service after reasonable notice to any person owning any property where a cross connection in violation of this division exists or for delinquent testing of a backflow device. The director may take such other precautionary measures as necessary to eliminate any danger of the contamination of the city water supply system, including physical separation of the water supply system. Water service to such property shall not be restored until such cross connection has been eliminated, delinquent testing has been completed and all fees for restoration of service have been paid.

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. 12-16