

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MARCH 7, 2011 AT 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Mark Milkamp, Open Hearts Community Church.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of February 21, 2011.
- 7) Approval of Agenda**
- 8) Public Hearings**
 - 7:01 p.m.: To Consider the Approval of an Application for Exemption of New Personal Property in the City of Wyoming for Keebler Company.
 - 7:02 p.m.: To Consider the Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Metal Components, LLC.
 - 7:03 p.m.: To Consider the Approval of the Establishment of Industrial District Number 286 for Gordon Food Service, Inc.
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Information on The Rapid Transit System, presented by Peter Varga.
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 1. Expense Report of Councilmember Bolt and Councilmember Ver Hulst, for their attendance at the Wyoming-Kentwood Area Chamber of Commerce Annual Meeting held on January 28, 2011.
 - b) From City Manager
- 13) Budget Amendments**
No. 30: To appropriate \$151,430 of budgetary authority and estimated revenue for the COPS Hiring Program Grant approved by City Council on December 20, 2010.
- 14) Consent Agenda**
 - a) To Set a Public Hearing for the Transfer of Industrial Facilities Exemption Certificates from Schroeder Milk Co., Inc. to Agropur inc. Division Natrel USA (March 21, 2011 at 7:01 p.m.)
 - b) To Set a Public Hearing to Consider a Proposed Brownfield Plan Amendment for the GM Site Redevelopment (March 21, 2011 at 7:02 p.m.)
 - c) To Set a Public Hearing on Proposed Revisions to the Wyoming Community Development 2010/2014 Five-Year Consolidated Strategic Plan (April 18, 2011 at 7:01 p.m.)

- d) To Set a Public Hearing on the Proposed Wyoming Community Development 2011/2012 One-Year Action Plan (April 18, 2011 at 7:02 p.m.)

15) Resolutions

- e) To Approve a New Personal Property Exemption Application and to Approve a Property Tax Exemption Agreement for Keebler Company
- f) To Approve an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Metal Components, LLC and Authorizing the Mayor and City Clerk to Sign the IFT Agreement
- g) Establishing Industrial Development District Number 286 Pursuant to Act 198, Public Acts of 1974, as Amended for Gordon Food Service, Inc.
- h) To Waive Certain Requirements of the Code of the City of Wyoming for Playworld Unlimited Inc., Carnival to be held at the Loeks Theatres, Inc., Property from April 22 - May 1, 2011
- i) To Accept a Voluntary Offer as Condition to Rezoning for Property Located at 2700 Taft Avenue S.W., Wyoming, Michigan

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

- j) To Authorize the Mayor and City Clerk to Execute a Service Agreement for the Library Coffee Shop with Bookworm Café
- k) Approving and Authorizing the Execution of a First Amendment to Joint Biosolids Management Project Agreement between Grand Valley Regional Biosolids Authority, City of Grand Rapids and City of Wyoming
- l) To Approve Change Order Number Twelve for the Construction of the Phase 1B Plant Expansion Project and to Authorize the Mayor and City Clerk to Execute the Change Order
- m) For Award of Bids
 - 1. Shredded Bark
 - 2. Fertilizer
 - 3. Waterworks Fittings
 - 4. Fire Hydrants & Fire Hydrant Extensions
 - 5. Stainless Steel Clamp Couplings

17) Ordinances

- 2-11: To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (88) Thereto (Taft Elementary School rezoning) FIRST READING

18) Informational Material

- 1. Wyoming Planning Commission, 2010 Annual Report

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE TRANSFER OF
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATES FROM
SCHROEDER MILK CO., INC. TO AGROPUR INC. DIVISION NATREL USA

WHEREAS, the City established Industrial Development District No. 159, established by Resolution Number 13784 on September 16, 1991, and

WHEREAS, the City of Wyoming, on June 4, 2001, approved Industrial Facilities Exemption Certificate now identified as IFT No. 2001-227 for Parmalat for \$11,500,000 for personal property for twelve (12) years, expiring December 30, 2013, and authorizing the Mayor and City Clerk to sign the IFT Agreement as required under P.A. 198 of 1974, as amended, and

WHEREAS, the City of Wyoming, on January 7, 2008, also approved Industrial Facilities Exemption Certificate now identified as IFT No. 2008-103 for Farmland Diaries, LLC, for \$2,204,000 for personal property for twelve (12) years, expiring December 30, 2019, and authorizing the Mayor and City Clerk to sign the IFT Agreement as required under P.A. 198 of 1974, as amended, and

WHEREAS, Section 21 of Public Act 198 of 1974, as amended, allows for the transfer of Industrial Facilities Exemption Certificates with the approval of the local governmental unit, and

WHEREAS, the City of Wyoming, on August 2, 2010, approved the transfer of IFT 2001-227 and 2008-103 from Parmalat and Farmland Dairies, LLC to Schroeder Milk Co., Inc., and

WHEREAS, Schroeder Milk Co., Inc. is no longer the owner of the facility at 5252 Clay Avenue SW, Wyoming, MI and Agropur inc. Division Natrel USA is now the owner of the facility located within Industrial Development District No. 159, and

WHEREAS, Agropur inc. Division Natrel USA is requesting the transfer of the existing personal property components of IFT No. 2001-227 and IFT No. 2008-103, which expire on December 30, 2013, and December 30, 2019, respectively, and have original project investments of \$13,704,850, and

WHEREAS, staff has reviewed this request and recommends the City Council approve the transfer of the personal property components of IFT No. 2001-227 and IFT No. 2008-103 to Agropur inc. Division Natrel USA, and

WHEREAS, Public Act 198 requires the City to hold a public hearing on the approval of the transfer; now, therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby set the date of March 21, 2011, at 7:01 p.m. for a public hearing on whether to approve the transfer of the personal property component of IFT No. 2001-227 and IFT No. 2009-103 from Schroeder Milk Co., Inc., to Agropur inc. Division Natrel USA.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

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 the 7th day of March, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Resolution No. _____

03/07/10
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING TO CONSIDER
A PROPOSED BROWNFIELD PLAN AMENDMENT
FOR THE GM SITE REDEVELOPMENT

WHEREAS, pursuant to the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended (“Act 381”), the Brownfield Redevelopment Authority of the City of Wyoming (the “Authority”) approved and recommended that this City Council approve a proposed amendment to the Brownfield Plan, as amended, a copy of which has been filed in the City Clerk’s Office (the “Plan Amendment”), to address issues specific to the redevelopment of the GM Site (“GM Site Redevelopment”) project, and

WHEREAS, Act 381 requires that, before approving amendments to the Brownfield Plan, the City Council must give notice of and hold a public hearing.

NOW, THEREFORE, BE IT RESOLVED, that the City Council takes the following action:

1. The City Council shall hold a public hearing on the Plan Amendment on March 21, 2010 at 7:02 p.m. local time, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. The City Clerk shall give notice of this public hearing as follows:
 - a. Twice by publication in a newspaper of general circulation designated by the municipality not less than 10 nor more than 40 days before the hearing.
 - b. At least 10 days before the hearing to each of the taxing jurisdictions levying taxes subject to capture under the proposed Plan Amendment and the Michigan Economic Growth Authority. That notice shall be accompanied by a copy of the Plan Amendment and a copy of this resolution in order that such taxing jurisdictions can review the fiscal and economic implications of the Plan Amendment.
3. At the public hearing, the City Council shall provide an opportunity for interested persons to be heard and shall receive and consider written communications with references to the Plan Amendment, officials from any of the above taxing jurisdictions shall have the right to be heard in regard to the adoption of the Plan Amendment, and a record of that public hearing, including all data presented at the public hearing shall be made and preserved.
4. All resolution and parts of resolutions are, to the extent of any conflict with this resolution, hereby rescinded.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

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 the 7th day of March, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING
Kent County, Michigan

**NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED
BROWNFIELD PLAN AMENDMENT FOR
THE REDEVELOPMENT OF THE FORMER GM SITE**

The Wyoming City Council will hold a public hearing on March 21, 2011, at City Hall, 1155 28th Street, SW, Wyoming, MI 49509, at 7:02 p.m., local time, to consider public comment regarding a proposed amendment to the Wyoming Brownfield Plan to facilitate the redevelopment of the former GM Site, including 299, 300 and 301 36th Street, SW, located within City of Wyoming.

Materials and related information will be available for inspection at the office of the City Clerk, 1155 28th Street, SW, Wyoming, MI 49509, during normal City business hours, 7:00 a.m. to 5:00 p.m., Monday through Thursday, excluding City holidays. Written comments may be submitted to the City Clerk by first class mail or in person up to the meeting time.

Heidi A. Isakson
Wyoming City Clerk

RESOLUTION NO. _____

A RESOLUTION TO SET A PUBLIC HEARING ON PROPOSED REVISIONS
TO THE WYOMING COMMUNITY DEVELOPMENT 2010/2014 FIVE-YEAR
CONSOLIDATED STRATEGIC PLAN

WHEREAS, the City Council approved a Community Development Five-Year Consolidated Strategic Plan on May 3, 2010, with Resolution #23566, and

WHEREAS, the Wyoming Community Development Committee has recommended the following three revisions to that plan:

1. Promote neighborhood safety and improve neighborhood property values by providing funds to pay for rental space to house various community services and neighbor-drop-in type activities to be staffed by non-profit groups, within low and moderate income areas. This item has a "HIGH" priority.
2. Improve neighborhood property values by providing funds to acquire and demolish homes and related structures located in floodway areas, within low and moderate income areas. Relocation funds would also be offered as necessary. The vacant properties would be added to existing adjacent park or City owned property. This item has a "Low" priority.
3. Reduce blighting influences of deteriorating structures and garages by offering grants to owners to clear such buildings, within low and moderate income areas. This item has a "Medium" priority, and

WHEREAS, a City Council public hearing is a requirement prior to City Council approval of any revisions to the Wyoming Community Development 2010/2014 Five-Year Consolidated Strategic Plan, now, therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby set the date of April 18,

2011 at 7:01 P.M. for a public hearing on revisions to the Wyoming Community Development 2010/2014 Five-Year Consolidated Strategic Plan.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: ____ Yeas ____ Nays

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 the 7th day of March, 2011.

Heidi A. Isakson
Wyoming City Clerk

RESOLUTION NO. _____

INTEROFFICE MEMORANDUM

TO: CURTIS HOLT, CITY MANAGER
FROM: REBECCA L. RYNBRANDT, DIRECTOR OF COMMUNITY SERVICES
SUBJECT: 5-YEAR STRATEGIC PLAN AND 1-YEAR (2ND YEAR OF 5-YEAR)
RECOMMENDATIONS PER COMMUNITY DEVELOPMENT BLOCK GRANT
COMMITTEE
DATE: FEBRUARY 21, 2011
CC: BARB VANDUREN, DEPUTY CITY MANAGER; DAVE DISHAW,
CHAIRPERSON, CDBG COMMITTEE

The Community Development Block Grant Committee and staff have been working to update the City of Wyoming's 5-Year Consolidated Strategic Plan and the 1-Year action plan (the second year of the 5-Year plan). The plan establishes the inclusion of programs which may be eligible to receive funding through CDBG and establishes the priorities for programs subject to available funding.

The final process for the adoption of both the Strategic Plan and related budget for the next fiscal year began in January with CDBG Committee making their final recommendations for FY 2011-2012 on Wednesday, February 16, 2011. As part of their work in preparing a recommendation to City Council for plan inclusion and funding priorities, the committee heard presentations by staff on current in-house programs (e.g. Rehabilitation Loan, Commercial Loan, Demolition, Code Enforcement, and Community Policing programs) and current funded contracts (e.g. Home Repair Services and Fair Housing). In addition, the committee sought additional information on eligibility and opportunity to support a return of the Adopt-A-Block program to the Taft neighborhood.

On February 16, 2011, the CDBG committee reviewed and debated for almost four (4) hours the merits of program inclusions in the next Strategic Plan, their related prioritization, and recommended funding levels. Please find attached the recommendations of the committee. Highlights include:

- a. Expansion of the Demolition definition to "structures" allowing for decks, fences, ramps, etc. in addition to garages.
- b. Addition of Acquisition as a line item to allow for the purchase of floodway structures/homes where appropriate.
- c. Expansion of Public Services support to include partnership with Compassion This Way/Adopt-A-Block to return/re-create the Taft neighborhood improvement program; specifically funding rental for an apartment/office and

seed money for crime prevention, mentoring, neighborhood stabilization programs.

- d. Directing Public Facilities Improvements to address security at Hillcroft Park and provide matching funds for the Pinery Park parking lot and walk/bike trail reconstruction.

These recommendations have been used by staff to prepare the CDBG program budget for your and subsequently Council's decision. The City of Wyoming's budgeting process runs concurrently with the HUD approval process which requires public hearings on both strategic plan changes as well as annual modifications. To meet these timelines, resolutions to set public hearings on the strategic and one-year plans are being sought on March 7, 2011 for the April 18, 2011 City Council meeting.

If you would like a presentation on these matters for the City Council March 14, 2011 Work Session I will make arrangements with the Committee and staff to be available as I will be on vacation. Thank you for your consideration and I look forward to your direction.

	Current 5YR PLAN	Proposed 5YR PLAN	Commission Priority 2011-12	Draft Budget 11-12
Income:				
HUD Grant				\$ 504,540.00
Anticipated Prog. Inc. Inspections CE				\$ 143,440.00
Interest Income				\$ 10,500.00
Interest Income Commercial Loans				\$ 500.00
Interest Income Land Contract				\$ 2,000.00
Sales Land				\$ 2,000.00
Sales \$1 Home				\$ -
HRS Reimbursements				\$ 1,200.00
Reimbursements def loans				\$ 10,000.00
Loan Payments Residential				\$ 60,000.00
Loan Payments Commercial				\$ 2,000.00
Misc. Income				\$ 500.00
Reprogrammable Funds Fund Balance				\$ 110,000.00
Sub-Total Revenue				\$ 846,680.00
Programs:				
Program Administration Costs				
Administration - General	x	x	H	\$ 109,977
Fair Housing Services (Evaluation) Update City's Master Plan Documents, Zoning	x	x	H	\$ 17,000
	x	x	L	\$ 4,000
Sub-total				\$ 130,977
Rehabilitation				
Administration - Rehab	x	x	H	\$ 81,780
Rehab for Rental Units	x	x	L	\$ -
Residential Loans	x	x	M	\$ 45,000
Other Serv. Rehab Loan Program	x	x	M	\$ 150,000
HUD \$1 Home Program	x	x	L	\$ -
Disposition				\$ 500
Home Repair Services	x	x	M	\$ 75,000
Sub-total				\$ 352,280
Special Economic Development Activities				
Commercial Loan Program	x	x	L	\$ 500
Sub-total				\$ 500
Code Enforcement				
Code Enforcement Inspection	x	x	H	\$ 184,320
Sub-total				\$ 184,320
Clearance				
Demolition of Deteriorated Structures	x	x	M	\$ 20,000
Sub-total				\$ 20,000
Acquisition				
Floodway Structures		x	L	\$ 1,000
Sub-total				\$ 1,000
Public Facilities & Improvements				
Pinery Park Improvements		x	L	\$ 10,000
Wyoming Senior Center Improvements	x		L	\$ -
Hillcroft Park Security Improvements		x	L	\$ 15,000
Sub-total				\$ 25,000
Public Services				
Community Policing Programs		x	H	\$ 50,000
Taft Neighborhood Rental		x	H	\$ 10,000
Taft Neighborhood Programs		x	H	\$ 5,000
Sub-total				\$ 65,000
Contingency				\$ 67,603
Sub-Total Expense				\$ 846,680
Net				\$ 0

03/07/2011

RLR: ptg

RESOLUTION NO. _____

A RESOLUTION TO SET A PUBLIC HEARING ON THE PROPOSED WYOMING
COMMUNITY DEVELOPMENT 2011/2012 ONE-YEAR ACTION PLAN

WHEREAS, the City of Wyoming has applied for and obtained 35 years of Community Development Block Grant (C.D.B.G.) funds from the Department of Housing and Urban Development, and

WHEREAS, it is necessary to submit a One-Year Action Plan application for the 36th year program covering the period of July 1, 2011, through June 30, 2012, and

WHEREAS, the Wyoming Community Development Committee has recommended a proposed Wyoming Community Development 2011/2012 One-Year Action Plan, and

WHEREAS, a City Council public hearing is a requirement prior to City Council approval of the Wyoming Community Development 2011/2012 One-Year Action Plan, now, therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby set the date of April 18, 2011 at 7:02 P.M. for a public hearing on the Wyoming Community Development 2011/2012 One-Year Action Plan.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: ____ Yeas ____ Nays

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 the 7th day of March, 2011.

Heidi A. Isakson
Wyoming City Clerk

RESOLUTION NO. _____

INTEROFFICE MEMORANDUM

TO: CURTIS HOLT, CITY MANAGER
FROM: REBECCA L. RYNBRANDT, DIRECTOR OF COMMUNITY SERVICES
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COMMITTEE
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Sub-total				\$ 500
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Sub-total				\$ 20,000
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Floodway Structures		x	L	\$ 1,000
Sub-total				\$ 1,000
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Taft Neighborhood Rental		x	H	\$ 10,000
Taft Neighborhood Programs		x	H	\$ 5,000
Sub-total				\$ 65,000
Contingency				\$ 67,603
Sub-Total Expense				\$ 846,680
Net				\$ 0

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A NEW PERSONAL PROPERTY
EXEMPTION APPLICATION AND TO APPROVE A PROPERTY TAX
EXEMPTION AGREEMENT FOR KEEBLER COMPANY

Whereas, Act 328 of the Public Acts of Michigan of 1998, as amended MCL 211.9f (“Act 328”), authorizes the governing body of an “eligible local assessing district” to adopt a resolution to exempt from the collection of taxes under the Michigan General Property Tax Act all new personal property owned by an eligible business; and

Whereas, on September 13, 2007, the City Council by resolution approved and recommended to the State Tax Commission issuance of a personal property tax exemption for Kellogg Company, a manufacturing eligible business under Act 328, for certain personal property installed at Kellogg’s facility located at 3300 and 3750 Roger B. Chaffee in the City, said facility being located within an “eligible district” as defined in subsection 7(e) of Act 328; and

Whereas, the State Tax Commission issued that 2007 tax exemption with a term to expire on December 31, 2012, together with rights to extend subject to the terms and conditions of the Agreement until December 31, 2017; and

Whereas, Keebler Company, a wholly-owned subsidiary of Kellogg Company, intends to acquire and install new personal property at its facility located at 3300 and 3750 Roger B. Chaffee in the City (the “Kellogg Facility”); and

Whereas, Keebler Company has filed a new application for Exemption of New Personal Property seeking full 10 years of tax exemption on this new equipment to be located in the specific area of the Kellogg Facility; and

Whereas, Keebler Company wishes to create a new district within the existing eligible district which is shown on the attached drawing and will be visibly marked on the floor in the Kellogg Facility so that the new personal property will be installed in the new district and be distinguishable from existing personal property; and

Whereas, the Wyoming City Council has determined that the acquisition and installation of the new personal property by Keebler Company at its facility in the City will reduce unemployment, promote economic growth, and increase capital investment in the City; and

Whereas, before acting on Keebler Company’s application, the Wyoming City Council held a public hearing on March 7, 2011, at Wyoming City Hall, at which a representative of Keebler Company, the City Assessor and representatives of the effected taxing jurisdictions were given written notice and were afforded an opportunity to be heard; and

Whereas, the Wyoming City Council has determined to enter into a Property Tax Exemption Agreement with Keebler Company, in the form attached as Exhibit A (the “Agreement”), finding it to be in the best interests of Wyoming after considering all of the factors and issues recited in the Agreement.

Now, therefore, be it resolved as follows:

1. The Wyoming City Council finds and determines that the granting of the Exemption of New Personal Property under Act 328 to Keebler Company shall not have the effect of substantially impeding the operation, or impairing the financial soundness of the taxing unit which levies ad valorem property taxes in the City.
2. The Application for Exemption of New Personal Property filed by Keebler Company and dated March 3, 2011, for new personal property installed at 3300 and 3750 Roger B. Chaffee in the City of Wyoming by December 31, 2013, is hereby approved for a period of three years, which may be extended to up to 10 years pursuant and subject to the terms and conditions of the Agreement.
3. As requested within the Application for Exemption of New Personal Property filed by Keebler Company and dated March 3, 2011, a new eligible district is established within the existing eligible district located at 3300 and 3750 Roger B. Chaffee in the City, the dimensions and boundaries of the "new district", which shall be delineated by actual lines on the floors and walls of the facility by the Keebler Company, are described and depicted on the attached Exhibit B.
4. The Agreement is approved in all respects. The Mayor and City Clerk are authorized and directed to execute the Agreement on behalf of the City.
5. The City Clerk is authorized and directed to file a copy of this Resolution and the fully executed Agreement with the Michigan Tax Commission.
6. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays

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 the 7th day of March, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

CITY MANAGER
MAR 3 - 3 REC'D

Application for Exemption of New Personal Property

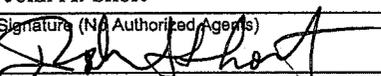
Issued under P.A. 328 of 1998. An exemption will not be effective until approved by the State Tax Commission.

INSTRUCTIONS: Read instructions on page 2 of this form before completing this application. File the original and two copies of this form and the required attachments (resolution approving, copy of legal description and a detailed description of the business operations) with the clerk of the local government unit. The State Tax Commission requires two complete sets.

PART 1: APPLICANT INFORMATION

1a. Applicant/Company Name (Applicant must be an ELIGIBLE BUSINESS) Keebler Company, a Delaware corporation		2. County Kent	
1b. Company Mailing Address (No. and Street, P.O. Box, City, State, ZIP Code) One Kellogg Square, Battle Creek, Michigan 49016		3. City/Township/Village (indicate which) City of Wyoming	
1c. Location of Eligible Business (No. and Street, City, State, ZIP Code) 3300 & 3750 Roger B. Chaffee Dr. SW, Wyoming MI 49509	4a. Local School District Godwin Heights	4b. School Code 41020	
5. Check below the type of business in which you are engaged and provide a detailed description of the business operation on a separate sheet <input checked="" type="checkbox"/> Manufacturing <input type="checkbox"/> Research & Development <input type="checkbox"/> Office Operations <input type="checkbox"/> Mining <input type="checkbox"/> Wholesale Trade			
6a. Identify type of ELIGIBLE DISTRICT where Eligible Business and New Personal Property will be located Industrial Development District	6b. Governing Unit that Established ELIGIBLE DISTRICT City of Wyoming	6c. Date ELIGIBLE DISTRICT was Established See attached supplement	
7. Name of Person in the Eligible Business to Contact for Further Information Kevin Kilpatrick, Director, Tax Planning and Audits		8. Telephone Number (269) 961-3299	
9. Mailing Address One Kellogg Square, Battle Creek, Michigan 49016			

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which application is being made. The undersigned, authorized officer further certifies that the applicant is an Eligible Business as defined in P.A. 328 of 1998.

11. Name of Company Official John A. Short		12. Title Assistant Treasurer	
13. Signature (Not Authorized Agents) 		14. Date 03/02/11	
15. Mailing Address (include City, State and ZIP Code) One Kellogg Square, Battle Creek, Michigan 49016			
16. Email Address john.short@kellogg.com	17. Telephone Number (269) 961-2487	18. Fax Number (269) 961-3494	

PART 2: LOCAL GOVERNMENT UNIT CLERK VERIFICATION

19. Name of Local Governmental Unit Which Passed Resolution for Exemption of New Personal Property	20. Date of Resolution (Attach Copy)	21. Expiration Date of Exemption
22. Name of Clerk	23. Date application was received by Local Unit	
24. Clerk's Signature	25. Clerk's Mailing Address	
26. Telephone Number	27. Fax Number	28. Email Address
29. LUCI Code	30. School Code	31. Date District was Established

STATE TAX COMMISSION USE			
Application No.	Date Received	LUCI Code	School Code

**KEEBLER COMPANY
SUPPLEMENT TO ACT 328 NEW PERSONAL PROPERTY TAX EXEMPTION
APPLICATION**

**WYOMING FACILITY
ADDITION OF COLD FORM BAR PRODUCTION LINE**

COMPANY OVERVIEW

Kellogg Company is one of the largest cereal and food production companies in the world. Kellogg Company was founded in 1906 and is headquartered in Battle Creek, Michigan. Kellogg produces and sells its products in North America, Europe, Latin America, Australia and the Asia Pacific. Kellogg Company's principal products include cereal, frozen foods, frozen waffles, crackers, toaster pastries, cereal bars, fruit snacks and vegetable foods. It markets its products under the names Kellogg's, Keebler, Cheez-It, Murray, Austin, Kashi and Famous Amos brand names. Kellogg Company competes with other international cereal and food production companies including General Mills, Kraft, Nestle and Ralcorp. Kellogg is a publicly traded company and is listed on the New York Stock Exchange (Symbol: K). The 2009 Kellogg Company Annual Report (the "Annual Report"), which discloses detailed management and financial information, is available upon request.

Keebler Company is a wholly owned subsidiary of the Kellogg Company. Keebler Company was incorporated in 1927 and it owns and operates the facilities located at 3300 and 3750 Roger B. Chaffee Drive, SW, Wyoming, Michigan (the "Facility"). Keebler Company, as owner of the Facility, is applying for the exemption for new personal property (the "Exemption Application") to be installed in the Facility.

PROJECT OVERVIEW

Keebler Company is considering adding a cold form bar production line to the Facility (the "Project"). The Project would be an extensive undertaking that will involve the acquisition and installation of sophisticated packaging equipment, ovens and conveyers. The current overall concept contemplates retro-fitting of the areas shown on the enclosed drawings to accommodate the Project. The Project will be located in a new district within the facility that is shown and described on drawings that are included with the Exemption Application.

DATE INDUSTRIAL DEVELOPMENT DISTRICTS ESTABLISHED

The Facility exists in multiple industrial development districts that were formed at different times and pursuant to independent resolutions. The specific industrial development district numbers, and their respective formation dates, are as follows:

3750 Roger B. Chaffee Portion of Facility:

Industrial development district #36, by Resolution Number 8948 on June 19, 1978
Industrial development district #93, by Resolution Number 11082 on March 5, 1984
Industrial development district #165, by Resolution Number 14025 on May 18, 1992

Industrial development district #260 by Resolution Number 20312 on September 17, 2001

3300 Roger B. Chaffee Portion of Facility:

Industrial development district #182, by Resolution Number 17055 on May 15, 1995

THE REQUEST

Keebler Company is requesting an Act 328 exemption of new personal property that is installed in the new district to be located within the Facility. The exemption is necessary to offset development, expansion, acquisition and operating costs and make the Facility more competitive when compared to other options.

PROJECT BENEFITS

The Project will deliver a substantial economic benefit to the City of Wyoming and the State of Michigan. Not only will these areas benefit from the significant investment during the construction phase, but the Project will sustain an ongoing cash infusion into the local economy through payroll and the purchase of local services. The benefits would include the following:

- The Project may create at least 36 new full time equivalent jobs.
- If culminated, the entire Project could involve new capital investment of at least \$25,000,000.
- The addition of the production line may involve new or expanded business for suppliers, ingredient providers, transportation and storage companies and other service providers.
- The expanded use of the Facility and the modernization of equipment will significantly increase the production capacity of the Facility and position the Facility for further growth in the future.
- Keebler Company maintains a significant presence within the City of Wyoming and throughout the region. If the Project proceeds, production capacity and employee count will be substantially increased. These characteristics would further entrench the Company as an anchor employer in the region.
- Keebler Company has a history of exceeding its commitments to the City of Wyoming. Keebler Company substantially exceeded its employee and investment commitments when it received an Act 328 Exemption of New Personal Property in 2007.

The decision to proceed with the location will be a function of the benefits of the location and the available economic development incentives. Keebler Company looks forward to working with local and state authorities to maximize the potential economic development incentives available to the Project.

8838732.2

PROPERTY TAX EXEMPTION AGREEMENT

This Property Tax Exemption Agreement is made as of _____, 2011, by the City of Wyoming, a Michigan municipal corporation the principal business address of which is 1155 28th Street, SW, PO Box 905, Wyoming, MI 49509-0905 (the “**City**”) and Keebler Company, a Delaware corporation that is a wholly-owned subsidiary of Kellogg Company, the principal business address of which is One Kellogg Square, Battle Creek, MI 49016 (“**Keebler**”).

RECITALS

A. Keebler Company currently has an exemption for personal property within its facility located at 3300 and 3750 Roger B. Chaffee in the City (the “**Kellogg Site**”) as described in the Property Tax Exemption Agreement between Kellogg and City dated September 13, 2007. Keebler desires to acquire and install new personal property consisting of that machinery and equipment and other personal property to be installed at the Kellogg Site after _____, 2011 (the “**New Personal Property**”).

B. The New Personal Property is anticipated to cost as much as \$25 million.

C. When the New Personal Property is installed and operational, Keebler anticipates 36 full-time equivalent jobs will be added at the Kellogg Site which currently employs 353 full-time equivalents.

D. The addition of the New Personal Property at the Kellogg Site will enable Keebler to add and enhance the production of an additional product line at the Kellogg Site and enhance the Kellogg Site’s competitive position in relation to plants owned by other manufacturers and plants in Latin America and the Southern part of the United States.

E. On or about _____, 2011, Keebler filed with the City an “Application for Exemption of New Personal Property,” Michigan Department of Treasury Form 3427 (Rev. 5-06), seeking, pursuant to 1998 P.A. 328, as amended, MCL 211.9f (“**Act 328**”), an exemption of all personal property taxes that would otherwise be levied against the New Personal Property (the “**Application**”). The Application seeks to create a new district within the existing district such that the New Personal Property can be distinguished from the existing personal property. The dimensions and boundaries of the “new district” are set forth in attached **Exhibit “A”**.

F. For the reasons provided above, the City is amenable to granting a tax exemption on the New Personal Property but seeks assurance that the anticipated Keebler investment and job growth occurs.

TERMS AND CONDITIONS

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

1. Keebler’s Acknowledgements, Representations and Covenants. The City Council’s approval of the Application by a resolution adopted at its regular meeting of _____, 2011, was based in significant part on each of the following representations and covenants such that, if Keebler had not made each of them, the City would not approve the Application.

(a) Keebler expects to invest about \$25,000,000.00 in acquiring and installing the New Personal Property within the Kellogg Site.

(b) Keebler expects to add not less than 36 full-time equivalent manufacturing jobs (the “**New Keebler Jobs**”) at the Kellogg Site as a result of installing the New Personal Property within the Kellogg Site.

(c) Keebler’s investment in the Kellogg Site by installing the New Personal Property will make the Kellogg Site more competitive in the global market place, better ensuring its long-term sustainability.

(d) Keebler expects that all of the New Personal Property (or replacements for it) and all of the New Keebler Jobs will remain at the Kellogg Site for not less than 10 years in addition to the 353 current full-time equivalent positions.

2. Annual Certification and Record Keeping.

(a) Personal Property Statements. Keebler will file a separate personal property statement in the form required under Michigan law for all New Personal Property for each year that the exemption is in effect. These statements will be filed no later than February 20 following each year of the exemption.

(b) Asset Record Keeping. Keebler will keep sufficient personal property fixed asset records to determine which items of personal property on the Kellogg Site are covered by the exemption and which are not.

(c) Job Reports. No later than February 20 following each year that the exemption is in effect, Keebler will file an annual letter certifying as of the previous December 31, the number of full-time equivalent jobs created since the date the City adopted a resolution approving the exemption, an indication of the annual pay range (without revealing confidential information), and the total number of full-time equivalent jobs located at the Kellogg Site. The first letter will be due on February 20, 2012 and the last one will be due on February 20 following the year in which the exemption expires or is terminated. Each letter shall include a certification that its contents are true to the best knowledge of the person signing the letter.

3. Term and Termination.

(a) This Agreement shall only apply to personal property located within the new district (including the New Personal Property) and shall terminate on the last day the exemption is effective, but no later December 31, 2021.

(b) If at least \$25 million of the New Personal Property was installed within the new district on the Kellogg Site by December 1, 2013, and employment at the Kellogg Site totals at least 389 full-time equivalent jobs as of December 1, 2014, the City Council will act before December 31, 2014 to extend this Agreement and the Act 328 personal property tax exemption as to the new district for two years until December 31, 2016. Otherwise, the exemption as to the new district and this Agreement will terminate on December 31, 2014.

(c) If at least \$25 million of the New Personal Property was installed within the new district on the Kellogg Site not later than December 31, 2013, and/or replacements for it remain on the Kellogg Site on December 1, 2016, and employment at the Kellogg Site totals at least 389 full-time equivalent jobs as of December 1, 2016, the City Council will act before December 31, 2016, to extend this Agreement and the Act 328 personal property tax exemption as to the new district for three years until December 31, 2019. Otherwise, the exemption and this Agreement will terminate on December 31, 2016.

(d) If at least \$25 million of the New Personal Property was installed on the Kellogg Site not later than December 31, 2013, and/or replacements for it remain on the Kellogg Site on December 1, 2019, and employment at the Kellogg Site totals at least 389 full-time equivalent jobs as of December 1, 2019, the City Council will act before December 31, 2019, to extend this Agreement and the Act 328 personal property tax exemption for two years until December 31, 2021. Otherwise, the exemption and this Agreement will terminate on December 31, 2019.

4. Miscellaneous.

(a) This is the entire agreement between the parties as to its subject including the New Personal Property and the new district. It shall not be amended or modified except in writing

signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

(b) This Agreement and the rights and obligations under this Agreement are unassignable and non-transferable without the consent of the other party. It shall, however, be binding upon any successors or permitted assigns of the parties.

(c) This Agreement shall terminate when all reimbursements required under this Agreement have been made or upon the expiration of the obligation to make such reimbursements, whichever occurs first.

(d) To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this Agreement shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

(e) Notices shall be made by personal delivery or by FED EX, UPS or some other delivery service that provides notification to the sender of the delivery date and time sent to the address first given above or such other address as is provided by notice to the other party. If made to the City, notice shall be addressed to the City Manager with a copy to the City Clerk. If made to Keebler, it shall be addressed to General Counsel, with a copy to Vice President, Corporate Taxes.

(f) The City's ability to refuse an extension of the Act 328 personal property tax exemption is the City's sole remedy against Keebler for any breach of this Agreement or failure by Keebler to achieve the capital investment or job creation requirements as required by this Agreement.

(g) The City's reviews at the end of years

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

CITY OF WYOMING

KEEBLER COMPANY

By: _____
Jack Poll, Mayor

By: _____
_____, _____

Date signed: _____, 2011

By: _____
Heidi Isakson, City Clerk

Date signed: _____, 2011

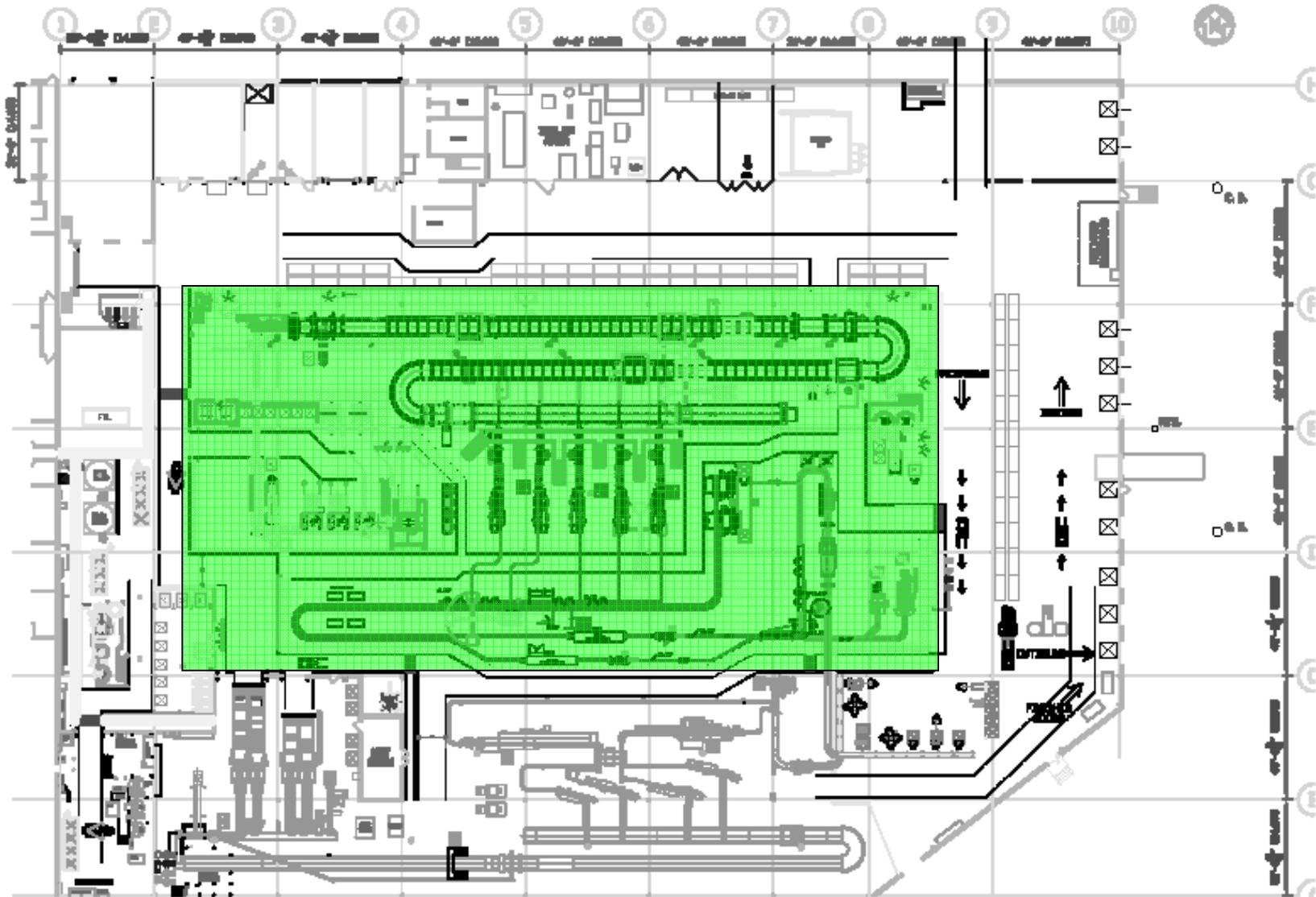
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EXHIBIT "A"

NEW DISTRICT DRAWING AND DESCRIPTION

Wyoming 3750 Plant



RESOLUTION NO. _____

RESOLUTION TO APPROVE AN APPLICATION FOR AN INDUSTRIAL
FACILITIES EXEMPTION CERTIFICATE IN THE CITY OF WYOMING
FOR METAL COMPONENTS, LLC AND AUTHORIZING THE
MAYOR AND CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS, Metal Components, LLC has submitted an application for an Industrial Facilities Exemption Certificate pursuant to the provisions of Act 198, Public Acts of 1974, as amended, for new machinery and equipment with an estimated cost of \$675,000.00 for personal property, and

WHEREAS, the new machinery and equipment will be located at 3281 Roger B. Chaffee SE, Wyoming, Michigan and will be within Industrial Development District Number 105 established by Resolution Number 11446 adopted on May 6, 1985, and

WHEREAS, a public hearing on whether to approve the Certificate was held on March 7, 2011, at 7:02 p.m. in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan at which the applicant, the Assessor, and all affected taxing units were given an opportunity to be heard on the application, and

WHEREAS, completion of the project has the reasonable likelihood to retain, create, or prevent the loss of employment in the City of Wyoming, and

WHEREAS, staff reviewed this application and recommended to the City Council that this application be approved, and

WHEREAS, the City Council has determined that the granting of this Certificate, when considered together with the aggregate amount of Industrial Facilities Exemption Certificates previously granted and currently in force, shall not have the effect of substantially impeding the operating of the City of Wyoming or impairing the financial soundness of any other taxing unit that levies an ad valorem property tax within the City of Wyoming; now therefore,

BE IT RESOLVED, that the City of Wyoming takes the following action:

The application by Metal Components, LLC for an Industrial Facilities Exemption Certificate for new machinery and equipment having an estimated cost of \$675,000.00 for personal property be approved for a period of twelve (12) years, and

BE IT FURTHER RESOLVED that the City Council of the City of Wyoming does hereby approve the IFT Agreement as amended and authorizes the Mayor and City Clerk to sign the IFT Agreement as amended as part of the documentation required to process applications for an Industrial Facilities Exemption Certificate.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

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 the 7th day of March, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

To: Wyoming City Council
Curtis L. Holt, City Manager

From: Barbara VanDuren, Deputy City Manager

Date: February 16, 2011

Subject: Metal Components, LLC

The City has received a letter from Metal Components, LLC, requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application for the project, which is summarized below:

Address of project: 3281 Roger B. Chaffee
Wyoming, MI 49548

Personal Property: \$675,000.00
Real Property: \$0.00

Estimated Jobs: 2 new jobs
83 jobs retained

Starting date of the project: January 2011

Metal Components, LLC has been operating in the City of Wyoming for 29 years. Metal Components, LLC is requesting a tax abatement to purchase a Trumpf 3030 tube laser, which is used to cut sheets of metal and will allow for the addition of two new jobs.

Staff is recommending a twelve year IFT be granted to Metal Components, LLC based on the City of Wyoming's Economic Development Policy. The calculation of the years of the IFT is summarized as follows:

Scoring Factors	Points
Firm Commitment	1.507
Quantity of Jobs	1.000
Retention of Jobs	20.750
Quality of Jobs	3.375
Citizenship	8.580
Diversification	0.000
Business Life	7.250
Redevelopment	0.000
Total points	<u>42.460</u>

It is estimated the City's percentage of the IFT would become 13.33%. The estimated first year tax savings for Metal Components, LLC, which is located in the Godwin Public School District, is \$18,918.97.

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of _____, 2011, pursuant to 1974 PA 198, as amended, MCL 207.552 *et seq.* (“Act 198”) between the City of Wyoming, a local governmental unit as defined in Act 198, the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and Metal Components, LLC, the address of which is 3281 Roger B. Chaffee SE, Wyoming, MI, 49548 (the “Company”).

RECITALS

- A. The Company applied for an Industrial Facilities Tax Abatement pursuant to Act 198 on the application a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- B. Following a public hearing on March 7, 2011, the City Council of the City adopted a resolution to approve the tax abatement for a period of 12 years conditional upon the parties entering into this Agreement (the “Abatement”) for the property located at 3281 Roger B. Chaffee SE, in the City (the “site of the Abatement”).
- C. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the tax abatement.

TERMS AND CONDITIONS

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

- 1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$675,000.00 in improvements to its property in the City and that at least 2 new job(s) will be created and at least 83 jobs will be retained as a result of that investment. The Company further pledges that those improvements will remain in place or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Abatement and the jobs created and maintained will remain in existence within the City for at least 2 years after the expiration of the term of the Abatement.
- 2. The City is relying upon and the Company agrees the City may rely upon the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted (*i.e.*, 2013) and each December 31 thereafter the Company shall submit a letter to the City, stating:
 - (a) The number of new jobs projected in the Application to be created and retained upon the project’s completion and the actual number of new jobs created.
 - (b) The number of employees at the time of the Application and the current number of employees.
 - (c) The estimated project cost stated in the Application and the actual project cost.
- 4. Upon receipt of the letter provided for in the preceding paragraph:
 - (a) The City may either:
 - (1) Apply the criteria in the City Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels and project costs as stated in the letter, or

(2) If the number of new jobs or the cost of the project is substantially below that stated in the application for reasons within the control of the Company, the City Council may recommend revocation of the Abatement.

(b) The City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Abatement if:

(1) The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or

(2) Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made Application.

(c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

5. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Abatement as granted.

(a) If, at any time during the term of the Abatement or two years following the expiration or early termination of the Abatement, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations on the site of the Abatement, or the City determines that the company has discontinued or substantially curtailed its operations on the site of the Abatement, or the no longer employs on the Site of the Abatement the number of employees represented in the Application and in this Agreement:

(1) The City Council may, in its sole discretion, request revocation of the Abatement; and

(2) The City Council, in its sole discretion, may require the Company to pay the City an amount equal to the total taxes abated by the City under the Abatement.

(b) In making any decision under the preceding subparagraph (a) the City Council shall consider whether:

(1) Due to events or conditions which were unforeseeable by either party on the date of this Agreement, and absent the fault of either party, it has become impossible or commercially impractical for the Company to continue its operation on the site of the Abatement; or

(2) The Company has substantially complied with all requirements of this Agreement, such that the Company's failure to comply fully with all requirements was neither willful nor intentional, and the City has reasonably received the benefits anticipated from granting the Abatement.

(c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

6. This Agreement is entered into according to Section 22 of Act 198, as amended, MCL 207.572, is in addition to the other requirements of Public Act 198, and does not modify or waive any requirements of Act 198.

7. This is the entire agreement between the parties as to its subject matter. No unwritten agreements shall have any effect. This Agreement may be modified only with a written agreement signed by both parties following approval of the City Council.

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

CITY OF WYOMING

METAL COMPONENTS, LLC

By: _____
Jack A. Poll, Mayor

By: _____
Todd Schreiber, Chief Financial Officer

By: _____
Heidi A. Isakson, City Clerk

By: _____
_____, _____

Date signed: _____, 2011

Date signed: _____, 2011

RESOLUTION NO. _____

RESOLUTION ESTABLISHING INDUSTRIAL DEVELOPMENT DISTRICT NUMBER 286
PURSUANT TO ACT 198, PUBLIC ACTS OF 1974, AS AMENDED FOR
GORDON FOOD SERVICE, INC.

WHEREAS, the City of Wyoming has the authority to establish Industrial Development Districts within the City of Wyoming under the provisions of Act 198 of Public Acts of 1974, as amended, and

WHEREAS, Gordon Food Service, Inc. has requested that the City establish an Industrial Development District for its property located at 1300 Gezon Parkway SW and 1301 60th Street SW, Wyoming, Michigan and legally described on the attachment, and

WHEREAS, staff reviewed the request and found that the project to be located within the district will promote the economic health of the community by encouraging private capital investment and creating new employment opportunities in the City of Wyoming, and

WHEREAS, staff has recommended that the City Council establish this district, and

WHEREAS, a public hearing was held on March 7, 2011, at 7:03 p.m., at which time the property owners of real property within the proposed district and all residents and taxpayers of the City of Wyoming were afforded the opportunity to be heard, and

WHEREAS, the City Council believes it is in the public interest of the City of Wyoming to establish the district, now therefore,

BE IT RESOLVED, that the Wyoming City Council establishes Industrial Development District Number Two Hundred Eighty-Six (286) in the City of Wyoming, Kent County, Michigan, under the provisions of Act 198 of the Public Acts of 1974 as amended, for real and personal property at 1300 Gezon Parkway SW and 1301 60th Street SW, Wyoming, Michigan and legally described on the attachment.

Councilmember _____ moved, seconded by Councilmember _____,
that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

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 the 7th day of March, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachment – Legal Description

Resolution No. _____

EXHIBIT A – Legal Description

Address: 1300 Gezon Parkway SW

Tax Parcel No.: 41-17-35-300-030

Legal Description:

PART OF SW 1/4 COM AT S 1/4 COR TH N 1D 25M 12S W ALONG N&S 1/4 LINE 1325.60 FT TO S LINE OF NE 1/4 SW 1/4 & TO BEG OF THIS DESC - TH N 1D 25M 12S W ALONG N&S 1/4 LINE 970.46 FT TH S 61D 23M 55S W 517.49 FT TH WLY 430.22 FT ALONG A 850.0 FT RAD CURVE TO RT /LONG CHORD BEARS S 75D 53M 55S W 425.65 FT/ TH N 89D 36M 05S W 450.15 FT TO W LINE OF NE 1/4 SW 1/4 TH S 1D 26M 40S E ALONG SD W LINE 612.44 FT TO S LINE OF NE 1/4 SW 1/4 TH S 89D 35M 09S E ALONG S LINE OF NE 1/4 SW 1/4 1325.95 FT TO BEG * SEC 35 T6N R12W 21.43 A.

Address: 1301 60th St. SW

Tax Parcel No.: 41-17-35-300-017

Legal Description:

SE 1/4 SW 1/4 EX COM AT S 1/4 COR TH N 89D 32M 55S W ALONG S SEC LINE 337.50 FT TH N 1D 25M 12S W 1292.48 FT TO A PT 33.0 FT S FROM N LINE OF SE 1/4 SW 1/4 TH S 89D 34M 46S E PAR WITH SD N LINE 337.50 FT TO N&S 1/4 LINE TH S 1D 25M 12S E ALONG N&S 1/4 LINE 1292.66 FT TO BEG * SEC 35 T6N R12W 29.99 A.

JST
03/01/11

RESOLUTION NO. _____

RESOLUTION TO WAIVE CERTAIN REQUIREMENTS OF THE CODE OF THE CITY OF WYOMING FOR PLAYWORLD UNLIMITED INC., CARNIVAL TO BE HELD AT THE LOEKS THEATRES, INC., PROPERTY FROM APRIL 22 – MAY 1, 2011

WHEREAS, Playworld Unlimited Inc., has submitted a request for a Carnival Permit and,

WHEREAS, Section 14-282 of the Code of the City of Wyoming allows the City Council to waive any of the restrictions of “DIVISION 3. CARNIVALS” if the sponsor is a nonprofit, religious, fraternal, school or community organization that has been established in the City for at least five years and a waiver is deemed to be in the best interest of the City and,

WHEREAS, Section 14-276 of the Code of the City of Wyoming states that the application must be accompanied by payment of all fees and bonds, and,

WHEREAS, it has been deemed advisable by the Wyoming City Council to waive the fee requirements of Section 14-276 stated above, now therefore,

BE IT RESOLVED, the Wyoming City Council does hereby waive the fee requirement of Section 14-276 of the Code of the City of Wyoming and hereby allows Playworld Unlimited Inc., to hold a carnival April 22 – May 1, 2011.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas _____ Nays

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 the 7th day of March, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____



Interoffice Memorandum

Date: January 27, 2011
To: City Council & Heidi Isakson, City Clerk
From: Dave Coates, Parks Supervisor
RE: **WAIVE FEES**

The City of Wyoming Parks and Recreation Department is sponsoring a carnival April 22, May 1, 2011, to raise funds to be split between Wyoming's dog park & Greater Wyoming Community Resource Alliance. The carnival is run by Playworld Unlimited, Inc. We have secured permission from Loeks Theaters to hold the carnival on the property behind the old Studio 28 Theater.

The proposed hours of operations are as follows:

Monday-Thursday	4:00-10:00 p.m.
Friday	4:00 p.m. to 11:00 p.m.
Saturday	12:00 p.m. to 11:00 p.m.
Sunday	12:00-10:00 p.m.

- Have complied with all ordinances, we will have the additional Liability Insurance required.
- Secured the written permission for the Loeks Theaters location,
- Have discussed the site approved by Jim Delange, Security Plan with Captain Brad Schutter and Fire Chief Bob Austin. Will finalize with them all at a later date.
- Playworld Unlimited will provide Top Quality Rides and is a well reputable Carnival and has work at this location before.
- They will provide \$1000.00 bond.

We are requesting the City Council to waive all other fees for this event, for the proceeds to be used for Wyoming Dog Park and Greater Wyoming Community Resource Alliance.

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT A VOLUNTARY OFFER
AS CONDITION TO REZONING FOR PROPERTY LOCATED AT
2700 TAFT AVENUE S.W., WYOMING, MICHIGAN

WHEREAS, the owner, Wyoming Public Schools and the proposed developer, Humara Health Partners, LLC have requested rezoning of the former Taft Elementary School property located at 2700 Taft Avenue S.W., in the City of Wyoming, and

WHEREAS, the owner and developer have submitted a voluntary offer as condition to rezoning the property from R-2 single family residential to R-4 multiple family residential zoning which would limit the development of the property upon rezoning by the City, and

WHEREAS, pursuant to the Michigan Zoning Enabling Act, a property owner may make a voluntary offer to condition development of the property if rezoned which, if accepted by the City, would limit development as provided in that agreement, Now Therefore,

BE IT RESOLVED that pursuant to Section 3405 of the Michigan Zoning Enabling Act (MCL 125.3405), the City of Wyoming hereby accepts the voluntary offer as conditioned to rezoning the property at 2700 Taft Avenue S.W. from Wyoming Public Schools and Humara Health Partners, LLC.

Councilmember _____ moved, seconded by Councilmember _____,
that the above resolution be adopted.

Motion carried: _____ yeas _____ nays

I hereby certify that the foregoing resolution was adopted by the City Council for the City of Wyoming at a regular session held on the 7th day of March, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

Voluntary Offer as Condition to Rezoning

In accordance with Section 405 of the Michigan Zoning Enabling Act (MCL 125.3405), the Owners of the property located at 2700 Taft S.W., Wyoming, Michigan make the following voluntary offer as a condition to the rezoning the land by the City of Wyoming:

1. The property to be rezoned is described as follows:

2700 Taft Avenue S.W.
Parcel No. 41-17-10-476-021
(legal description attached)
2. The property will be rezoned from R-2 Single Family Residential to R-4 Multiple Family Residential.
3. The uses of the parcel shall be limited to the following uses under the R-4 zoning and under the following conditions:
 - A. Uses allowed in R-2 Zoning.
 - B. Assisted living housing either licensed or unlicensed, which could include components of the following approved uses as listed in the Zoning Ordinance:
 1. Convalescent and nursing homes.
 2. Foster care group homes.
 3. Boarding houses (rooming houses)
 4. Accessory buildings and uses customarily incidental to the above uses.
 5. Off-street parking.
 6. Adult Day Care
 7. Independent senior living units administered as part of a continuing care campus for the elderly.
 - C. Building types constructed as assisted living housing would be constructed as I-1 or I-2 use groups as defined by the Michigan Building Code.
 - D. In addition to permitted uses the following use would be allowed subject to the requirements and conditions for a Special Use approval in the Wyoming Zoning Code:

Medical Clinic
4. This agreement is to specifically prevent the land use of multi-family dwellings including apartments, townhouses, row houses and two family dwellings.

5. The intent of this agreement is to utilize the existing Taft Elementary School Building with modifications and additions to provide assisted living housing, adult day care and rehabilitation services for seniors.

6. The building permit for this work shall be issued within two (2) years of the effect date of rezoning to R-4. On failure of land Owner to obtain a building permit within this two (2) year period, or to begin construction within the time limits of that permit, the zoning of the parcel shall revert to that of R-2.

Dated: _____

Owners:
Wyoming Public Schools

Superintendent

Dated: _____

Humara Health Partners, LLC

Member

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A SERVICE AGREEMENT FOR THE LIBRARY COFFEE SHOP WITH BOOKWORM CAFÉ

WHEREAS, on April 6, 2009, the City Council adopted Resolution number 23236 authorizing the Mayor and City Clerk to execute a service agreement with Bookworm Café for the operation of the Library coffee shop, and

WHEREAS, on March 15, 2010, the City Council adopted Resolution number 23534, extending the service agreement with Bookworm Café for an additional year, and

WHEREAS, the owner, Jamie Conley, has requested, as detailed in the attached memorandum, an extension of the service agreement for an additional year in the amount of \$150.00 per month as listed in the contract, and

WHEREAS, it is the recommendation of the City's Facilities Coordinator that the City Council extend the service agreement with Bookworm Café for an additional one year period in the amount of \$150.00 per month, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the Mayor and City Clerk to execute a service agreement for operation of the Library coffee shop with Jamie Conley, d/b/a, Bookworm Café through April 9, 2012.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session on the 7th day of March, 2011.

Heidi A. Isakson,
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

To: Curtis Holt, City Manager
From: Jeff Anderson, Facilities Coordinator
Re: Library Coffee Shop – Contract Renewal
Date: February 24, 2011

On April 7, 2009, Mrs. Jamie Conley of the Bookworm Café, entered into a one year agreement to assume operation of the Library coffee shop per resolution #23236. Her annual contract was renewed on April 6, 2010 per resolution #23534 and will expire on April 8, 2011.

Jamie Conley would like to renew the existing contract for another year at the monthly rate of \$150.00. The Bookworm Café continues to offer daily specials and caters any meeting requests in the Library Community Room.

It is my recommendation that the City Council renew the current agreement with Mrs. Jamie Conley d/b/a the Bookworm Café LLC, with said agreement to take effect on April 8, 2011.

City of Wyoming
Service Agreement

This Agreement is made this _____ day of _____ 2011, by and between the City of Wyoming, a municipal corporation of 1155 28th Street SW, Wyoming, Michigan, 49509 (hereinafter referred to as the City) and Mrs. Jamie Conley d/b/a Bookworm Café of 1345 North Ave. NE, Grand Rapids, Michigan 49505 (hereinafter referred to as the Contractor).

In consideration of the mutual promises and covenants contained in this document, the City and Contractor agree as follows:

I. TERM

The term of this Agreement shall be for (one) 1 year commencing on April 8, 2011 unless terminated earlier as otherwise provided in this document. The parties may, extend this agreement on the same terms and conditions on a year to year basis thereafter.

II. SCOPE

- A. Contractor agrees to operate a coffee shop (café) operation at the designated location (hereinafter referred to as the Service Area) within the Wyoming Public Library, located at 3350 Michael Avenue SW, Wyoming, Michigan. The café must be operated in a first-class manner providing moderately priced fresh food items. Cooking and baking must be performed off-site. Re-warming on site will be permitted. Coffee and other coffee specialty beverages, tea, juices and soft drinks must be available. It will be the Contractor's responsibility to obtain all the appropriate licenses for serving food and drink.
- B. The Contractor shall have the right of first refusal for providing coffee and food service for social and business functions (excluding City and Library meetings) in the Library Community Room. In order to exercise that right, contractor must be able to provide the services requested for that function at a price comparable to that proposed by any other vendor.
- C. The café shall be opened only during library hours or for special events outside regular Library hours upon approval of the City.
- D. Except as herein provided, the Contractor shall have exclusive rights to provide coffee shop (café) services for the Library.
- E. Neither party shall use, in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representation of the City, Library and Café without prior written approval from the other party. The Contractor shall be able to note on her advertising that the Café is located in the Wyoming Public Library. Contractor shall not install any signs, decorations or other displays on the Library's premises without the prior written approval of the City. However, nothing in this case shall preclude Contractor from listing the City/Library on its routine client list for matters or reference.

III. SPACE AND FACILITIES

- A. The City will define and identify the space that is available and suitable for carrying out the terms of this contract. The City will permit the Contractor to use said space for its café operation and auxiliary equipment and supplies. Modifications of space needs shall be subject to mutual agreement.
- B. The City shall provide the following for the café space in the Library:
1. Lighting, ceiling and flooring
 2. Plumbing to sinks and ice machine
 3. Roughed in plumbing to espresso and coffee machines
 4. Display case
 5. Three compartment sink and hand sink
 6. Seating and tables
 7. Front counter
 8. Ice Machine
 9. Gas, electric and water and sewer (the Contractor agrees to exercise care to keep these services at a minimum, and shall comply with established energy conservation practices, regulations and policies and endeavor to conserve the use of energies and control costs).
 10. After hours scheduled preventative maintenance/cleaning of the floors in the eating area.
- C. The Contractor shall provide the following for the café space in the Library:
1. Finish plumbing to espresso and coffee machines
 2. Refrigerators
 3. Freezer
 4. Pop Machine and/or Pop Cooler
 5. Espresso and coffee machines and grinders
 6. Soup warmer
 7. Microwaves
 8. Toaster ovens
 9. All worktables
 10. Telephone and lines
 11. Janitorial services for the eating and kitchen areas
- D. The Contractor shall not, without prior written consent of the City, rearrange the space provided herein.
- E. The agents, employees, and representatives of Contractor shall have access to said facilities during the Library's business hours. Contractor and its employees or agents shall have the right to use only those facilities of the Library, that are necessary to perform service under this Agreement and shall have no right of access to any other facilities of the Library. The City shall provide the Contractor with keys to allow her access to the café area shortly before and after the Library opens to allow her to operate the café during the same hours as the Library.

The Contractor is responsible for control of keys obtained from the City and the security of those areas used by her representatives. The Contractor shall be responsible for immediately reporting all the facts relating to losses incurred, equipment damage or break-ins to their equipment and their location within the City. The City shall designate the authority who shall receive these reports.

- F. The City shall not guarantee an uninterrupted supply of water, steam, electricity or heat except that it shall be diligent in restoring service following interruption. The City shall not be liable for any loss that may result from the interruptions or failure of any such utility services.
- G. The City shall have the right to inspect all facilities, storage and auxiliary service rooms operated by the Contractor with respect to the quality and quantity of service, the method of service and operating hours. Safety, sanitation and the maintenance of said premises shall be maintained at a level satisfactory to the City or any other appropriate regulatory agency. The City shall have the right to make reasonable regulations with regard to all such matters and the Contractor agrees to comply with such regulations.
- H. Equipment not removed from the Library upon termination of this contract and/or after ten days written notice to the Contractor may be removed and placed in storage by the City. All costs of removal, storage and product and revenue loss shall be the Contractor's. Any equipment not removed within 30 days after written notice shall become the property of the City.

IV. EQUIPMENT – GENERAL

- A. Initial and subsequent equipment installation shall be identified by equipment serial number, manufacturer and location for the permanent files of the City. All changes in the initial listing shall be arrived at by mutual agreement.
- B. Where necessary, utilities shall be brought to the equipment by the City. The City shall be responsible for paying the cost of connections from the equipment to the provided utility source, including all other costs of installation of said equipment.
- C. Contractor shall be solely responsible for maintaining the sanitation and cleanliness of the equipment operating in the service area. The Contractor shall perform all maintenance, repair and cleaning necessary to maintain the equipment in a sanitary state and in good working condition. The City shall be responsible for the repairs and maintenance to the furniture, fixtures and equipment in the Library that are owned by the City, unless caused by the negligence of contractor or its employees, reasonable wear expected.

V. CLEANING AND SANITATION

- A. The Contractor shall provide waste containers and bag liners in the service area to maintain sanitary standards for trash disposal. All waste containers shall be kept in a clean and satisfactory condition at all times and emptied as often as necessary.

- B. The Contractor shall remove all cartons, crates, etc. from the service area and storage areas to dumpsters provided by the City.

VI. PRICES, MINIMUM PORTIONS AND PRODUCT SPECIFICATIONS

- A. Contractor agrees that the commodities and products sold shall be fresh and of the best quality. The prices at which Contractor shall offer such items for sale shall be fair and competitive with the prices at which similar items are sold in the vicinity of the Library.
- B. At the start of the contract, the Contractor shall provide a detailed listing of portions and prices for all menu items. The café shall be operated during the entire year. Reduced selections, if necessary, will be arrived at by mutual agreement.

VII. FINANCIAL

- A. The Contractor shall pay the City, in advance, on a monthly basis, commencing on April 8, 2011, a monthly rental fee of \$150.00.
- B. The City reserves the right to negotiate with the Contractor an increased monthly rental if this contract is extended.

VIII. MANAGEMENT AND PERSONNEL

- A. The Contractor shall maintain an adequate staff at all times for the efficient operation of the café. All Contractor's employees furnishing service to the City shall be deemed employees solely of the Contractor and shall not be deemed for any purpose whatsoever employees or agents of the City or the Kent District Library.
- B. Contractor agrees that, at all times, the employees of Contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, worker-like and dignified manner.
- C. Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the City's premises shall obey all rules and regulations that are established by the City, shall comply with the reasonable directions of the City's officers.
- D. Contractor agrees that all persons working for or on behalf of the Contractor whose duties bring them upon the City's premises shall obey the traffic and parking rules and regulations that are established by the City.
- E. Contractor shall be responsible for the acts of its employees and agents while on the City's premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to the persons or property located on the City's premises. Contractor shall be responsible for all damage to persons or property caused by the Contractor or any of its agents or employees. Contractor

shall promptly repair, to the specifications of the City, any damage that it, its employees or agents may cause to the City's premises or equipment. If the Contractor fails to do so, the City may repair such damage and the Contractor shall reimburse the City promptly for the cost of repair.

- F. Contractor shall advise the City of the telephone numbers and addresses of management personnel and shall arrange for at least one such person to be available at all times by telephone.
- G. The contractor shall comply with all laws and regulations governing employees and shall submit satisfactory evidence of the compliance with all health regulations of the City and County. It is understood that the premises shall be subject to inspections by the City, the Kent County Health Department and the Michigan Department of Public Health.
- H. Neither party shall discriminate because of race, color, religion, sex, age, ancestry, national origin, disability, sexual orientation or status as a veteran, as defined by applicable governmental law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities. This fundamental rule of conduct will be clearly communicated to all employees, prospective employees and the community at large

IX. INSURANCE

- A. The operator will be required to maintain, throughout the term of the lease, insurance in the following amounts and coverages:
 - 1. Worker's Compensation, pursuant to Michigan statutory limits, with Employer's Liability limits not less than \$1,000,000 each accident.
 - 2. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and
 - 3. Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, Combined Single Limit for Bodily Injury and Property Damage, including Owned and non-owned and hired auto coverage, as applicable. The operator will be required to meet the City's additional insurance and indemnity requirements.
- B. The City shall be named as an additional insured on all the insurance policies with described herein with the exception of worker's compensation.
- C. These policies shall contain a provision requiring thirty (30) days written notice to the City before cancellation, reduction or other modifications of coverage. These policies shall be primary and non-contributing with any insurance and non-contributing with any insurance carried by the City and shall contain a severability of interests clause in respect to gross liability, protecting each name insured as though a separate policy had been issued to each.

- D. In the event that the Contractor fails to maintain and keep in force the insurance and worker's compensation as herein provided, the City shall have the right to cancel and terminate the established contract forthwith and without notice. The Contractor shall advise each insuring agency to renew automatically all policies and coverage in force at the start of and resulting from this contract until notified coverage requirements are revised.
- E. The Contractor shall bear the full responsibility for all risk or loss from equipment damage and money or product loss resulting from vandalism or theft. The Contractor shall not penalize the City for any losses incurred, unless caused by negligence by the City, Kent District Library or their respective employees.
- F. Insurance certificates indicating the required minimum coverage shall be furnished annually to the City.

X. INDEMNIFICATION

- A. The Contractor agrees to indemnify the City, the Kent District Library and their officers, agents and employees and hold them harmless from and against liability, losses, damages, claims, liens, and expense (including reasonable attorney fees) arising out of, or connected with the service, provided, or resulting from damages or injuries incurred as a result of any activities or services provided under this agreement, excepting only such liability that as may result solely from the acts of negligence of the City or its employees, and in any case the City shall, at the request of the City undertake to defend any and all suits and to investigate any and all claims, whether justified or not, if such claim or suit be against the City.
- B. Contractor shall at all times keep the City free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, or labor performed, or materials or equipment furnished) by Contractor pursuant to the terms of this Agreement. If any such lien is filed against the City's premises, and Contractor fails to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) day after being notified of the filing of such lien, the City may, but shall not be obligated to, discharge the same and all costs and expenses (including attorney's fees) incurred by the City in discharging the lien shall be either deducted from payments due Contractor or paid by Contractor directly to the City.

XI. NONDISCRIMINATION

The Contractor agrees that it will comply with all anti-discrimination laws, administrative rules and regulations of both federal and state government relating to employment or service practices. In particular the Contractor agrees to comply with all applicable provisions of Equal Employment Opportunity Executive Order 11246 as amended by Executive Order 11375.

XII. PERFORMANCE

- A. If, because of riots, war, public emergency or calamity, fire, earthquake, act of God, government restriction, labor disturbance or strike, business operations at the City/Library shall be interrupted or stopped, performance of this contract with the exception of monies already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence and the expiration date of this contract may be extended for a period of time equal to the time that such default in performance is excused.
- B. Contractor shall notify the City promptly of any material delay in performance of specified services and shall specify in writing to the City the proposed revised performance date as soon as practical after notice of delay. Contractor shall not be liable for delays in performance due to cause beyond its reasonable control, but it will be liable for delays due to its fault or negligence.
- C. Contractor shall be required to meet on a monthly basis with representatives from both the City and Library.
- D. Contractor's performance shall be periodically evaluated by the City. It will be the responsibility of the Contractor to respond, in writing if so requested, to inquiries, requests for change and recommendations.
- E. Contractor shall perform the services contemplated in this Agreement without interfering in any way with the activities of the City's Staff, Kent District Library Staff or visitors.

XIII. COMPLIANCE WITH LAW

- A. The Contractor shall comply with the laws, ordinances, rules and regulations of all applicable federal, state, county and city governments, bureaus and departments concerning the sanitation, safety and health of the food service operations.
- B. The Contractor will be responsible for all federal, state and local licenses and permits in connection with the service provided on the City's premises, except for property owned by the City.
- C. The Contractor will be responsible for paying, any possessory interest taxes due in connection with the lease.

XIV. TERM, RENEWAL AND TERMINATION OF CONTRACT

- A. This contract, in part or in whole, shall not be subcontracted or assigned to another Contractor without prior written permission of the City of Wyoming and the appropriate purchasing authority.
- B. In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via certified mail of such failure and demand that the same be

remedied within thirty (30) days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Agreement by giving the other party thirty (30) days written notice.

- C. For any reason other than as provided herein, the contract may only be terminated upon mutual agreement of the parties, in writing. If the agreement is terminated for any reason, there shall be no return of funds or partial payment of rent. All rent must be paid in full, even after termination proceedings begin.
- D. If at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointment shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of any nature that it may have at law or in equity, to terminate this Agreement by giving ten (10) days notice in writing.

XV. GENERAL CONDITIONS

- A. The terms, conditions, representations, and warranties contained in the Agreement shall survive the termination or expiration of this Agreement.
- B. It shall be the Contractor's responsibility to restore the café to its previous condition upon termination of the lease.
- C. Any notice required under this Agreement shall be in writing and may either be given personally or sent by certified mail, addressed as follows: If to Contractor, at the address set forth in the heading of this Agreement; if to the City, to the attention of the City's authorized representative at the address set forth in the heading of this Agreement. The mailing address may be changed by either party from time to time by giving notice as set forth above.
- D. This Agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with the law of the State of Michigan.
- E. A waiver by either party of any of the terms or conditions, provisions, or covenants of the Agreement in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future or of any subsequent breach of same. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and shall not be in limitation of any other right, remedy, undertaking, obligation or agreement of either party.
- F. If any provision, of this Agreement, as applied to either party or to any circumstance, shall be judged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.
- G. This Agreement may be modified or amended only by a writing signed by an Officer of Contractor and an authorized representative of the City.

H. This Agreement constitutes the entire agreement between the parties and supersedes all prior other agreements or understanding, written or oral, prior to the signing of this document.

CONTRACTOR:

By _____

Its _____

CITY OF WYOMING

By _____, its Mayor

Jack A. Poll

By _____, Its Clerk

Heidi A. Isakson

WITNESSES:

APPROVED AS TO FORM:



Jack R. Sluiter, City Attorney

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A FIRST AMENDMENT TO JOINT BIOSOLIDS MANAGEMENT PROJECT
AGREEMENT BETWEEN THE GRAND VALLEY REGIONAL BIOSOLIDS AUTHORITY,
CITY OF GRAND RAPIDS AND CITY OF WYOMING

WHEREAS, the City, the City of Grand Rapids (“Grand Rapids”) and the Grand Valley Regional Biosolids Authority (the “Authority”) have entered into a Joint Biosolids Management Project Agreement dated as of July 1, 2009 (the “Agreement”), for the purpose of operating, maintaining and administering a joint regional biosolids management project, and

WHEREAS, the City, Grand Rapids and the Authority have agreed to amend Section 11, “Annual Budget,” of the Agreement to revise the basis for determining the amount to be included in the Authority’s annual budget for working capital, and

WHEREAS, such amendment is contained in a First Amendment to Joint Biosolids Management Agreement (the “First Amendment”) between the City, Grand Rapids and the Authority, now therefore

BE IT RESOLVED,

1. That the First Amendment in the form presented below is approved.

Section 11. Annual Budget. The Project Manager together with the Operations Team and staff of the WWTP and CWP shall prepare, present and recommend to the Authority Board an annual operating budget. Each such annual budget shall, if otherwise required by the Authority's Articles of Incorporation, be approved by the Board and the Grand Rapids City Commission and Wyoming City Council in accordance with the provisions of the Authority's Articles of Incorporation and Bylaws. The annual budget shall be prepared, presented and reviewed in accordance with a schedule that provides ample time to complete the process before the beginning of the Authority's fiscal year on July 1 of each year. Each annual budget shall include a recommended working capital reserve amount sufficient to provide a positive fund balance to cover periodic debt service payments and operations and maintenance expenses throughout the budget year. The annual budget shall include the annual debt service payments that Wyoming is required to make related to its financing of the Wyoming Biosolids Storage Facilities, *provided, however*, such annual debt service payments shall only be included in the annual budget so long as the Authority disposes of a portion of the biosolids residuals it manages by land application.

2. That the Mayor and City Clerk are authorized and directed to execute the Agreement for and on behalf of the City.

3. That all resolutions or parts of resolutions in conflict herewith shall be, and the same are, rescinded.

Councilmember _____ moved, seconded by Councilmember _____,
that the above resolution be adopted.

Motion carried: _____ Yeas; _____ Nays.

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 the 7th day of March, 2011.

Attachment: Memorandum

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

To: Bill Dooley, P.E. – Director of Public Works
From: Tom Kent – Deputy Director of Public Works
Date: March 2, 2011
RE: Amendment of Section 11 of the GVRBA Joint Management Project Agreement

The Grand Valley Regional Biosolids Authority Joint Management Project Agreement was executed between the Authority, the City of Grand Rapids and the City of Wyoming on July 1, 2009. This agreement specifies the organizational structure and many of the roles, responsibilities and financial procedures that are currently used in the operation and management of the GVRBA facilities. The agreement has proven to be a very effective document during this first full year of operation; however, the Operations Team has recommended, and the GVRBA Board has concurred and approved, an amendment to Section 11 of the original agreement.

Section 11 of the Agreement states a requirement for the Authority to provide a working capital reserve to be maintained at a minimum level to cover 90 days of operations, maintenance and debt service expense for all GVRBA activities. While this is an industry standard level for a working capital reserve balance, each partner City already provides this level of reserve funding in their respective Sewer Fund working capital balances for these same activities. This makes the requirement for the Authority to carry such a working capital reserve unnecessary. Essentially, the Section 11 requirement amounts to providing double coverage of a prudent level of funding to cover emergency or unforeseen circumstances.

In order to eliminate this requirement for redundant reserve funding, the Operations Team and the GVRBA Board are recommending the following revision of Section 11 as illustrated below:

Section 11. Annual Budget. The Project Manager together with the Operations Team and staff of the WWTP and CWP shall prepare, present and recommend to the Authority Board an annual operating budget. Each such annual budget shall, if otherwise required by the Authority's Articles of Incorporation, be approved by the Board and the Grand Rapids City Commission and Wyoming City Council in accordance with the provisions of the Authority's Articles of Incorporation and Bylaws. The annual budget shall be prepared, presented and reviewed in accordance with a schedule that provides ample time to complete the process before the beginning of the Authority's fiscal year on July 1 of each year. Each The annual budget shall include a recommended working capital reserve amount sufficient to provide a positive fund balance to cover periodic debt service payments and operations and maintenance expenses throughout the budget year. an amount necessary to maintain during the fiscal year working

~~capital in an amount equal to an estimated ninety (90) days of Biosolids System operation and maintenance costs and an amount equal to twenty five percent (25%) of the annual debt service payments.~~ The annual budget shall include the annual debt service payments that Wyoming is required to make related to its financing of the Wyoming Biosolids Storage Facilities, *provided, however,* such annual debt service payments shall only be included in the annual budget so long as the Authority disposes of a portion of the biosolids residuals it manages by land application.

Since this first amendment of the GVRBA Joint Management Project Agreement requires the additional approval of the partner Cities, I am seeking to have this item brought before the Wyoming City Council at the next regular City Council session to seek their approval of the attached resolution. The City of Grand Rapid's City Commission is also being asked for their approval of this same revision concurrently.

RESOLUTION NO. _____

RESOLUTION TO APPROVE CHANGE ORDER NUMBER TWELVE
FOR THE CONSTRUCTION OF THE PHASE 1B PLANT EXPANSION PROJECT
AND TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE THE CHANGE ORDER

WHEREAS, on February 15, 2007, City Council adopted Resolution #22480 which authorized award of bid to Granger Construction Company for the construction of the Phase 1B Plant Expansion at the City's Water Treatment Plant, and

WHEREAS, a change order is being requested as detailed in the attached memorandum from the City's Water Plant Superintendent, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize change order number twelve as summarized in the attached memorandum and authorizes the Mayor and City Clerk to execute the change order.

Councilmember _____ moved, seconded by Councilmember _____, that the above resolution be adopted.

Motioned carried: _____ Yeas, _____ Nays

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 the 7th day of March, 2011.

Attachments: Memorandums
Change Order Number Twelve

Heidi A. Isakson
Wyoming City Clerk

Memorandum

To: Curtis Holt, City Manager
From: Gerald Caron, Superintendent
Date: February 28, 2011
Re: Phase 1B Change Order #12

The Water Treatment Plant – Phase 1B Project is nearly complete. The contractor is working on final punch list items. There are three items that need to be addressed and are included in Change Order #12 as described in the attached memorandum from Black & Veatch.

To date approximately \$1,594,000.00 of the \$3.5 million contingency has been used as follows:

Original Balance	\$3,500,000
Foundation Modifications	\$560,000
Construction Staking & Testing	\$100,000
Septic System Modifications	\$ 40,000
Miscellaneous STF Items per Change Order #8	\$200,000
Miscellaneous NTF Items per Change Order #9	\$170,000
Additional Scope for B&V Change Order #1	\$345,000
Miscellaneous Main Building Items per CO #10	\$72,000
Change Order #11	\$100,500

The total cost of the needed changes to the contract from the described items in Change Order #12 is as follows:

Current Balance	\$1,912,500
Change Order #12	\$29,850
Remaining Balance	\$1,882,650

In conclusion, I recommend approval of Change Order #12 for \$29,822.48 on the contract with Granger Construction Company. The total revised contract amount with the change order is \$71,087,701.72.

attachment

cc: Bill Dooley

BLACK & VEATCH

MEMORANDUM

Wyoming, Michigan
Donald K. Shine WTP
Phase IB Expansion
Contract Change Summary

B&V Project 145727
B&V File G-1.9
February 28, 2011

To: G. Caron, City of Wyoming

From: D. Koch, B&V

This memorandum provides information related to several changes to the construction scope of work for the Phase IB Expansion project at the Wyoming WTP. Several items have been identified that are outside the scope of the work included in the Contract between the City of Wyoming and Granger Construction, and for which justifiable impacts can be identified affecting the Contract Price. These changes are recommended to be implemented via Change Order as indicated herein.

Wonderware Software Migration

The newest version of Wonderware software is incompatible with the current software used by the Water Treatment Plant for existing processes. The new software must be made compatible with the software currently in use.

We have reviewed the necessary changes with the Contractor and have reviewed cost information related to the changes in the amount of approximately \$31,500 and believe these costs to be reasonable for the required changes.

Main Treatment Facility Stair Treads

Provide credit for seven rubber stair treads for the Main Treatment Facility to replace damaged treads as a result of construction activities.

We have reviewed the necessary changes with the Contractor and have reviewed cost information related to the changes to credit the Contract in the amount of approximately \$555 and believe the credit to be reasonable for the required changes.

Closeout of Allowances

The remaining allowance balance is \$1,122.52. This amount will be credited to the Contract in this Change Order.

The estimated net impact of the project changes described herein is as summarized below:

- Net potential increase to Construction Contract (Granger Construction): \$29,822.48

Upon concurrence of the City, and pending additional detail and information on certain items described herein, we will prepare Change Order documents for the execution of the changes.

Please contact me should you have any questions on this information.

cc: B. Dooley, City of Wyoming

WYOMING, MICHIGAN
DONALD K. SHINE WATER TREATMENT PLANT

PHASE IB EXPANSION

CHANGE ORDER NO. 12

A. SCOPE. Change Order No. 12 consists of pages CO12-1 through CO12-3 and covers the following changes to the Contract provisions.

B. GENERAL

All work to be in accordance with applicable requirements of the Contract Documents.

1. Programming for Wonderware Software Migration. Provide programming for migration of new Wonderware software to communicate with a previous version of software, which is in use by the Water Treatment Plant.

This change results in an increase of \$31,500.00 to the Contract Price.

2. Stair Tread Replacement. Credit the Contract for the cost of seven rubber stair treads.

This change results in a decrease in the amount of \$555.00 to the Contract Price.

3. Closeout of Allowances. Balance the Contract with remaining unused allowance funds.

This change results in a decrease in the amount of \$1,122.52 to the Contract Price.

By reason of this Change Order No. 12, the Contract Price shall be increased by \$29,822.48 to \$71,087,701.72.

SUMMARY

Original Contract Amount	\$81,078,000
Change Order No. 1	(\$11,117,939)
Change Order No. 2	\$179,850
Change Order No. 3	Not Used*
Change Order No. 4	\$43,213
Change Order No. 5	\$180,000
Change Order No. 6	\$0
Change Order No. 7	\$188,949.18
Change Order No. 8	\$192,571.09
Change Order No. 9	\$140,880.16**
Change Order No. 10	\$71,835.93
Change Order No. 11	\$100,518.88
Change Order No. 12	\$29,822.48
Revised Contract Amount	\$71,087,701.72

*Change Order No. 3 has been cancelled.

**Change Order No. 9 includes extension of Substantial Completion to September 15, 2010.

All other provisions of the contract remain unchanged.

This Change order constitutes a full and complete settlement of the matters set forth herein; including all direct and indirect costs for equipment, manpower, overhead, profit and time. This settlement also is limited to and applies to any claims arising out of or in account of the matters described and set forth in this agreement.

Recommended by:

BLACK & VEATCH
(Engineer)

David S. Koch, P.E.
Project Manager

CITY OF WYOMING, MICHIGAN
(Owner)

William Dooley
Director of Public Works

Approved as to form:

Jack R. Sluiter
Counsel, City of Wyoming

Accepted by:

GRANGER CONSTRUCTION COMPANY
(Contractor)

Name:
Title:

Accepted by:

CITY OF WYOMING, MICHIGAN
(Owner)

Jack Poli, Mayor

Heidi A. Isakson, City Clerk

Date _____

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS, formal bids have been obtained on the below listed items, and

WHEREAS, the bids received have been reviewed and evaluated as per the attached memorandums, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby award the bids for the purchase of the listed items as recommended in the attached memorandum and summarized below:

<u>ITEM</u>	<u>RECOMMENDED BIDDER</u>	<u>COST</u>
1. Shredded Bark	Big Chipper, Inc. Brink Wood Products, Inc. & Superior Groundcover, Inc.	Bid prices as shown on the attached tabulation sheet
2. Fertilizer	Tri-Turf Inc. Commerce Great Lakes Michigan Turf & Ornamental CSI Geoturf, Inc. & John Deere Landscapes	Bid prices as shown on the attached memorandum
3. Waterworks Fittings	GRR Pipe	Bid prices as shown on the attached tabulation sheet
4. Fire Hydrants & Fire Hydrant Extensions	East Jordan Iron Works	Bid prices as shown on the attached memorandum
5. Stainless Steel Clamp Couplings	Etna Supply Company	Bid prices as shown on the attached tabulation sheet

Councilmember _____ moved, seconded by

Councilmember _____, that the above resolution be adopted.

Motioned carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a _____ session held on the _____ day of _____, 2011.

Attachments: Memorandums
Tabulation Sheets

Heidi Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

To: The City Council and City Manager

From: Kimberly Oostindie, Human Resources Supervisor

Re: Bid for Shredded Bark

Date: February 24, 2011

On February 15, 2011, four (4) responses were received in answer to our invitation to bid on shredded bark. Fifty-four (54) invitations to bid on the shredded bark were sent to prospective bidders and the bids received are as shown on the attached tabulation sheet.

The shredded bark will be used as mulch around trees and shrubs located in the City's parks and street medians and on the grounds of various City owned buildings. The ADA compliant bark will be used in the City's parks under and around the playground areas and will be blown into specified locations when needed to provide a more even surface.

Based on bid price and minimum delivery requirements, it is recommended the bid be awarded to Big Chipper, Inc., Brink Wood Products, Inc., and Superior Ground Cover, Inc. Each department will order from the lowest bidder based on the per yard price, delivery charge if applicable, and quantity needed at the time of purchase.

Funds for the purchase of the shredded bark are budgeted in various departmental accounts with the appropriate account being charged at the time of requisition. The estimated annual expenditure for shredded bark is expected to total approximately \$8,500.00

**CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS
On Shredded Bark**

Opened By City Clerk On February 15, 2011 At 11:00 a.m.
All bid prices reduce to net. All bid prices shown are firm for orders
placed within one year from date of award of bid unless otherwise noted.

	Big Chipper Inc.				Brink Wood Products, Inc.				Superior Groundcover Inc.				
	Bid Price (cu. yd.)	Bid Price (cu. yd.) to blow bark into location	Minimum Truckload Per Delivery (No Delivery Charges)	Delivery Charge for Deliveries Under the Minimum Truckload	Bid Price (cu. yd.)	Bid Price (cu. yd.) to blow bark into location	Minimum Truckload Per Delivery (No Delivery Charges)	Delivery Charge for Deliveries Under the Minimum Truckload	Bid Price (cu. yd.)	Bid Price (cu. yd.) to blow bark into location (April - November)	Bid Price (cu. yd.) to blow bark into location (March)	Minimum Truckload Per Delivery (No Delivery Charges)	Delivery Charge for Deliveries Under the Minimum Truckload
Delivered to any job site in the: CITY OF WYOMING													
Hardwood (Brown) Shredded Bark	\$10.78		135 cu. yd.	\$25.00	\$14.95	\$35.95	50 yards	\$45.00		\$36.00	\$33.00		
Red Enhanced Colored Bark	\$21.56		135 cu. yd.	\$25.00	\$16.95	\$39.50	50 yards	\$45.00		\$40.00	\$40.00		
ADA Compliant Shredded Bark (for playground Areas)					\$13.00	\$23.00	50 yards	\$45.00		\$22.00	\$20.00		
Delivered to: DRINKING WATER PLANT - 16700 NEW HOLLAND, HOLLAND, MI													
Hardwood (Brown) Shredded Bark	\$10.78		135 cu. yd.	\$35.00	\$15.95	\$36.95	50 yards	\$60.00		\$36.00	\$33.00		
Red Enhanced Colored Bark	\$21.56		135 cu. yd.	\$35.00	\$17.95	\$38.95	50 yards	\$60.00		\$40.00	\$40.00		
ADA Compliant Shredded Bark (for playground Areas)					\$14.00	\$24.00	50 yards	\$60.00		\$22.00	\$20.00		

MEMORANDUM

TO: The City Council and City Manager
FROM: Kim Oostindie, Human Resources Supervisor
DATE: February 24, 2011
RE: Bid for Fertilizer

On Tuesday, February 15, 2011, five (5) responses were received in answer to our invitation to bid on various types of fertilizer. Thirty-nine (39) invitations to bid on the fertilizer were sent to prospective bidders and the bids received are as shown on the attached tabulation sheet.

The fertilizer is purchased on an as needed basis for various City locations. As shown on the attached tabulation sheet, Tri-Turf Inc., Commerce Great Lakes, Michigan Turf and Ornamental, CSI Geoturf, Inc., and John Deere Landscapes provided the low bid for one or more types of fertilizer. It is recommended the bid be awarded to the low bidder based on per bag price, delivery charge if applicable and quantity needed at the time of purchase for each type of fertilizer.

Funds for the purchase of the fertilizer are budgeted in various departmental accounts with the appropriate account being charged at the time of requisition. The estimated annual expenditure for fertilizer is expected to total approximately \$7,500.00.

CITY OF WYOMING, MICHIGAN

TABULATION OF BIDS

On Fertilizer

Opened By City Clerk On February 15, 2011 At 11:00 a.m.

All bid prices reduce to net. All bid prices shown are firm for orders placed within one year from date of award of bid unless otherwise noted.

	Tri-Turf Inc.			Commerce Great Lakes			Michigan Turf & Ornamental			CSI Geoturf, Inc.			John Deere Landscapes		
	Price (Per Bag)	Size of Bag (lbs.)	Analysis	Price (Per Bag)	Size of Bag (lbs.)	Analysis	Price (Per Bag)	Size of Bag (lbs.)	Analysis	Price (Per Bag)	Size of Bag (lbs.)	Analysis	Price (Per Bag)	Size of Bag (lbs.)	Analysis
21-0-11 Momentum Premium Weed & Feed or equal				\$ 17.68	40	22-0-04	\$ 23.55	50	22-0-10	\$ 26.73	50	21-00-11	\$ 28.16	50	21-0-11
19-0-6 Dimension 0.10% Plus Fertilizer or equal				\$ 17.00	50	19-0-0	\$ 16.89	50	18-0-5	\$ 18.39	50	19-00-05*	\$ 16.37	50	19-0-6
30-3-7 Professional Turf Fertilizer or equal				\$ 14.91	50	30-0-5	\$ 19.89	50	32-0-10	\$ 18.88	50	28-03-10*	\$ 16.65	50	30-0-7
19-0-5 10 Dimension 35% XRT Slow Release	\$16.85	50	19-0-5	\$ 17.09	50	19-0-5	\$ 16.89	50	18-0-5	\$ 18.39	50	19-00-05			
33-0-5 100% Nutrisphere Slow Release	\$18.55	50	33-0-5	\$ 33.89	50	38-0-6	\$ 19.09	50	33-0-5	\$ 21.99	50	33-00-05			
22-0-5 30% PCSU w/Trimec Slow Release	\$21.15	50	22-0-5	\$ 20.67	50	22-2-4	\$ 18.92	50	22-0-5	\$ 24.46	50	25-00-08*	\$ 20.02	50	23-0-8
Minimum truckload quantity for deliveries (bags):	40			\$350.00			80			1			40		
Additional delivery charge for deliveries that fall below the minimum truckload:	\$0.00			\$350 min. order needed to go on truck, anything less goes UPS. \$49.00 delivery fee \$350-\$650.00. Over \$650.00 Free			\$35.00			\$0.00			\$15.00		

MEMORANDUM

DATE: February, 24, 2011
TO: Mayor and City Council
FROM: William D. Dooley, Director of Public Works
SUBJECT: Award of Bid for Waterworks Fittings

On February 22, 2011, the City received four bids for waterworks fittings. The fittings are used for maintaining and repairing the water mains. Twenty-nine bids were sent to prospective bidders.

The bid specifications requested pricing for a total of thirty individual items. Please see attached bid tabulation for those details. The bids received are as follows:

Bidder	Number of Items Offered	Number of Items Low Bid
Etna Supply Company	28	10
East Jordan Iron Works	28	1
Michigan Pipe & Valve	29	7
GRR Pipe	30	12

A review of the most commonly purchased items over the past year shows that GRR Pipe is the low bidder overall.

It is recommended that the City award the bid for waterworks fittings to GRR Pipe. The Public Works Department expects to spend approximately \$19,400 and sufficient funds have been budgeted in the Watermain Maintenance account; 591-441-56200-775000.

Attachment: Bid Tabulation

TABULATION OF BIDS

On Waterworks Fittings

Opened By City Clerk On February 22, 2011 At 11:00 a.m. o'clock

All bid prices reduced to net. All bid prices shown are firm for orders placed within one year from date of award of bid.

Item Description	Est. Qty.	Etna Supply Company	GRR Pipe	Michigan Pipe & Valve - Lansing	East Jordan Iron Works, Inc.
		Unit Price	Unit Price	Unit Price	Unit Price
SLEEVES					
20" x 15"	2	\$764.73	\$780.00	\$865.00	\$966.79
24" x 15"	2	\$1,056.20	\$1,180.00	\$1,200.00	\$1,335.24
6" x 12"	10	\$70.50	\$115.00	\$86.00	\$87.26
8" x 12"	10	\$92.75	\$155.00	\$110.00	\$118.34
12" x 12"	6	\$185.00	\$255.00	\$215.00	\$236.06
16" x 15"	2	\$476.90	\$535.00	\$540.00	\$602.91
6" x 12" Sleeve, oversized	4	\$201.55	\$170.00	\$217.00	\$257.20
8" x 12" Sleeve, oversized	4	\$256.90	\$220.00	\$280.00	\$327.84
12" x 12" Sleeve, oversized	4	\$563.50	\$365.00	\$535.00	\$719.06
16" x 15" Sleeve, oversized	2	\$1,525.25	\$775.00	\$1,450.00	\$1,928.25
20" x 15" Sleeve, oversized	2		\$2,300.00	\$2,150.00	
24" x 15" Sleeve, oversized	2	\$1,634.40	\$3,100.00	\$2,825.00	
ITEMS FOR "D" VALVE BOXES					
3 Piece "D" Valve Boxes	75	\$97.70	\$138.00	\$140.00	\$137.67
6" Valve Box Extension	20		\$43.00		\$38.48
14" Valve Box Extension	10	\$32.65	\$30.00	\$36.80	\$33.35
18" Valve Box Extension	10	\$38.20	\$34.00	\$43.10	\$38.48
24" Valve Box Extension	10	\$40.45	\$37.00	\$45.60	\$41.04
Top Section	20	\$46.50	\$44.00	\$51.62	\$48.74
Mid Section	10	\$39.10	\$39.00	\$43.46	\$41.04
Base Section	0	\$34.75	\$44.00	\$39.20	\$35.06
Cover	50	\$12.10	\$11.00	\$13.59	\$12.83
MEGALUGS GLAND					
6" Megalugs Gland Kit	20	\$27.75	\$29.00	\$27.00	\$30.00
8" Megalugs Gland Kit	20	\$38.65	\$39.00	\$38.00	\$40.00
12" Megalugs Gland Kit	10	\$78.15	\$79.00	\$74.00	\$80.00
16" Megalugs Gland Kit	4	\$141.55	\$160.00	\$135.00	\$140.00
20" Megalugs Gland Kit	4	\$236.82	\$240.00	\$225.00	\$230.00
24" Megalugs Gland Kit	4	\$307.00	\$325.00	\$320.00	\$315.00
CUT-IN SLEEVE					
6"	20	\$359.60	\$350.00	\$388.00	\$458.85
8"	10	\$461.80	\$430.00	\$500.00	\$589.26
12"	6	\$778.30	\$700.00	\$610.00	\$993.18

MEMORANDUM

DATE: February 24, 2011
TO: Mayor and City Council
FROM: William D. Dooley, Director of Public Works
SUBJECT: Award of Bid for Fire Hydrants and Fire Hydrant Extensions

On Tuesday, February 22, 2011, the City received one bid for fire hydrants and fire hydrant extensions. An invitation to bid was sent to twenty-two prospective bidders. East Jordan Iron Works Inc. was the only bidder. A tabulation of their bid is shown below:

Description	Est. Qty.	Waterous Hydrants	East Jordan Iron Works Hydrants (each)
Hydrants, Standard Height	6	No Bid	\$1,182.50
Hydrant, with 6" Extension	0	No Bid	\$1,381.92
Hydrant, with 12" Extension	0	No Bid	\$1,410.55
6" Extension	0	No Bid	\$277.97
12" Extension	6	No Bid	\$325.00
18" Extension	4	No Bid	\$368.89
24" Extension	0	No Bid	\$400.24

It is estimated that six fire hydrants, six 12" extensions and four 18" extensions will be purchased during the year for a cost of \$10,520.56.

It is recommended that the bid for fire hydrants and extensions be awarded to East Jordan Iron Works Inc.

Sufficient funds have been budgeted in the Water Hydrant Maintenance account, 591-441-56600 -775000.

MEMORANDUM

DATE: February 24, 2011

TO: Mayor and City Council

FROM: William D. Dooley, Director of Public Works

SUBJECT: Award of Bid for Stainless Steel Clamp Couplings

On Tuesday, February 22, 2011, the City received one bid and four alternate bids for stainless steel clamp couplings. An invitation to bid was sent to twenty-two prospective bidders. Etna Supply Company submitted the only bid meeting all of the specifications.

Four companies submitted bids with alternate materials. The alternate materials have been used in the past. The alternate materials have had problems with proper fitting and the lack of Teflon coating on the bolts. Additionally, some of the companies lack a location within 15-miles of the City with 24-hour a day access. The lack of access has created supply issues after hours during emergency repairs. A tabulation of the total bid amounts based on the estimated quantities is shown below. Please see the attached tabulation of bids for a breakdown of pricing.

Company	Total Estimated Bid Amount
Municipal Supply Company *Alternate Bid – Powerseal / No emergency location within 15-miles	----
SLC Meter Service, Inc. *Alternate Bid – Ford Meter Box / No emergency location within 15-miles	----
East Jordan Iron Works *Alternate bid – Romac	----
GRR Pipe Inc. *Alternate bid – Powerseal	----
Etna Supply Company	\$10,668.05

After reviewing the bids, it is recommended that the City award the bid for stainless steel clamp couplings to Etna Supply Company. Based on the estimated quantities in the bid tabulation the cost is anticipated to be \$10,668.05.

Sufficient funds have been budgeted in the Water Main Maintenance account, 591-441-56200-775000.

Attachment: Tabulation of Bids

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS

On Stainless Steel Clamp Couplings

Opened By City Clerk On February 22, 2011 At 11:00 a.m. o'clock

All bid prices reduced to net. All bid prices shown are firm for orders placed within one year from date of award of bid.

Est. Qty.	Nom. Size (inches)	O.D. Range (inches)	Width (inches)	Weight (pounds)	SLC Meter Service Inc.		Municipal Supply		East Jordan Iron Works		GRR Pipe Inc.		Etna Supply Company	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
2	4	4.74-5.14	12	10.5	\$55.79	\$111.58	\$60.95	\$121.90	\$68.68	\$137.36	\$80.00	\$160.00	\$81.70	\$163.40
30	6	6.84-7.24	12	12.2	\$68.54	\$2,056.20	\$65.42	\$1,962.60	\$82.62	\$2,478.60	\$85.00	\$2,550.00	\$99.50	\$2,985.00
6	6	6.84-7.24	12	12.2	\$99.91	\$599.46	\$77.90	\$467.40	\$101.12	\$606.72	\$98.00	\$588.00	\$122.10	\$732.60
6	6	6.84-7.24	15	14.6	\$82.99	\$497.94	\$89.38	\$536.28	\$91.11	\$546.66	\$113.00	\$678.00	\$109.55	\$657.30
15	8	8.99-9.39	12	14.5	\$105.29	\$1,579.35	\$73.51	\$1,102.65	\$97.30	\$1,459.50	\$95.00	\$1,425.00	\$114.25	\$1,713.75
4	8	8.99-9.39	12	14.5	\$126.87	\$507.48	\$87.68	\$350.72	\$115.81	\$463.24	\$115.00	\$460.00	\$138.50	\$554.00
4	8	8.99-9.39	20	23.2	\$192.60	\$770.40	\$129.88	\$519.52	\$157.52	\$630.08	\$165.00	\$660.00	\$193.35	\$773.40
4	10	11.04-11.44	12	16.5	\$142.96	\$571.84	\$80.80	\$323.20	\$126.75	\$507.00	\$105.00	\$420.00	\$147.85	\$591.40
6	12	13.10-13.50	12	18.7	\$226.68	\$1,360.08	\$89.00	\$534.00	\$146.90	\$881.40	\$115.00	\$690.00	\$179.05	\$1,074.30
2	6		20				\$120.81	\$241.62	\$155.95	\$311.90	\$155.00	\$310.00	\$194.65	\$389.30
2	8		20				\$138.19	\$276.38	\$176.02	\$352.04	\$175.00	\$350.00	\$215.95	\$431.90
2	12		20				\$166.61	\$333.22	\$249.19	\$498.38	\$207.00	\$414.00	\$300.85	\$601.70
0	16	17.15-18.35	20		\$468.14	\$0.00	\$562.20	\$0.00	\$568.86	\$0.00	\$650.00	\$0.00	\$652.65	\$0.00

ORDINANCE NO. 2-11

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF THE
CITY OF WYOMING BY ADDING SUBSECTION (88) THERETO

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is hereby amended by adding Subsection (88) thereto, to read as follows:

- (88) To rezone 8.7 acres from R-2 Single Family Residential to R-4 Multiple Family Residential. (Taft Elementary School)

LEGAL DESCRIPTION:

All that part of the following description lying in the south $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of section 10, Town 6 north, Range 12 west, City of Wyoming, Kent County, Michigan: Commencing at 1841.44 feet west of the southeast corner of said section; thence N 00° 49' 11" W 299.92 feet to the place of beginning. Thence N 00° 49' 11" W 156.60 feet; thence N 87° 41' 16" W 221.16 feet more or less to east right-of-way of Meyers Ave.; thence N 00° 49' 11" W 50 feet along said right-of-way; thence S 87° 41' 16" E 221.16 feet; thence N 00° 56' 33" W 280.86 feet; thence east parallel with the south line of said section 850.58 feet; thence south parallel with the east line of said section 315.00 feet along the west centerline of Hague Ave.; thence N 87° 39' 11" W 284.78 feet; thence S 00° 56' 33" E 147.38 feet; thence N 87° 39' 11" W 100 feet; S 00° 56' 33" E 25 feet; thence N 87° 39' 11" W 462.36 feet to the place of beginning.

This Ordinance shall be in full force and effect the _____ day of _____, 2011.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the _____ day of _____, 2011.

Heidi A. Isakson
Wyoming City Clerk



February 17, 2011

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

Ms. Heidi A. Isakson
City Clerk
Wyoming, MI

Subject: Request to rezone 8.7 acres (Taft Elementary School) from R-2 Single Family Residential to R-4 Multiple Family Residential.

Recommendation: To approve the subject rezoning.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on February 15, 2011. Staff had the following comments:

The petitioners propose to purchase the vacated Taft Elementary from Wyoming Public Schools and redevelop it into a senior assisted living center (see attached letter). The classrooms will be converted into between 38 and 50 living units, with the kitchen and cafeteria area upgraded. The overall appearance of the property will remain essentially unchanged.

The existing R-2 Single Family Residential district does not permit multiple family dwellings. The property must be rezoned to R-4 Multiple Family Residential to accommodate the proposed use. Overall, the proposed facility is anticipated to have very low impacts on the surrounding area. The activity levels from the prior use of the property as a public school would have created greater traffic and noise than this proposed redevelopment.

The Wyoming Land Use Plan 2020 acknowledges that as Wyoming ages, older commercial areas of the City will experience vacancies, under utilization and disinvestment. The Plan encourages the re-use or conversions of older buildings to permit viable new development projects. The City of Wyoming is currently evaluating the redevelopment potential of 28th Street through the Turn-on 28th Street master planning process. To date, the process has focused on providing additional residences within the 28th Street corridor to both support nearby business uses and reclaim vacated or under utilized properties. Although the Taft Elementary site is just beyond the Downtown Development Authority District, the DDA Board endorses the proposed senior assisted living center.

Staff had the following added rezoning comments:

1. The DRT desires to ensure to the surrounding neighborhood, Planning Commission and City Council, that the property will be utilized as proposed. The Michigan Zoning Enabling Act 110 of 2006, under Section 125.3405, provides for communities to enter into agreements with developers as a condition to rezoning. The petitioners have voluntarily offered the attached letter requesting limiting the property to uses currently allowed under the R-2 zoning, assisted living facility, convalescent, nursing homes, foster care or boardinghouse. These uses are permitted by-right in the R-4 district. The proposal permanently prohibits apartments, row houses and duplexes from the property. If the assisted living redevelopment has not commenced within two years, the property would revert back to the current R-2 zoning. If the proposed rezoning is acceptable to City Council, the DRT suggests the City Attorney prepare the agreement for acceptance with the ordinance's second reading.
2. Under Zoning Code Section 90-166 (3), multiple family developments are required to have direct access onto major thoroughfares. This site has access only onto Meyer Avenue, a residential street. A variance from the Board of Zoning Appeals will be required. The DRT supports the variance as the proposed senior assisted living center will generate minimal traffic, with access to 28th Street approximately 460 feet away.
3. There are existing ball fields on the east side of the property. They are used by Wyoming Public Schools as practice fields and by neighborhood children. The petitioners will enter into an agreement with Wyoming Public Schools to allow their continued use.

The Development Review Team suggested the Planning Commission recommend to the City Council the proposed rezoning, subject to entering into the development agreement as voluntarily offered by the petitioner.

There were seven nearby residents who spoke at the hearing regarding the rezoning, with all but one in support. One letter of support was received. Jon Felski, Superintendent for Wyoming Public Schools, spoke as to why Taft Elementary was closed and the School Board's commitment to ensure a high quality reuse of the property. A motion was made by Bueche, supported by Micele, to recommend to City Council the Zoning Code amendment as recommended by the DRT. After discussion, the motion carried unanimously (Bloomquist and Postema abstaining). Additional explanation regarding this proposal may be obtained from the Planning Commission minutes of September 15, 2011.



**R-4 ZONING LAND USE LIMITATIONS
FOR
2700 TAFT
RPA FILE NO. 422411**

Revision Date: 2/15/2011

RICHARD POSTEMA ASSOCIATES P.C. ARCHITECTS / ENGINEERS
PHONE: (616) 531-3850 / FAX: (616) 531-7030 / E-MAIL: info@rpaee.com
1580 44TH STREET, SW • WYOMING, MICHIGAN 49509-4314

This agreement provides limitations on the allowed land uses of the parcel known as 2700 Taft, part of the South ½ of the SE ¼ of Section 10 of the City of Wyoming as described in Exhibit A and Exhibit B attached.

The parcel's land uses would be limited to the following permitted by the R-4 Zoning in accordance with Section 405 of Michigan Public Act 10 of 2006:

- Uses allowed in R-2 Zoning.
- Assisted living housing either licensed or unlicensed, which could include components of the following approved uses as listed in the Zoning Ordinance:
 - (5) Convalescent and nursing homes.
 - (6) Foster care group homes.
 - (7) Boarding houses (rooming houses).
 - (8) Accessory buildings and uses customarily incidental to the above uses.
 - (9) Off-street parking.
- Adult Day Care
- Independent senior living units administered as part of a continuing care campus for the elderly.

Building types constructed as assisted living housing would be constructed as I-1 or I-2 use groups as defined by the Michigan Building Code.

In addition to permitting uses the following uses would be allowed subject to the requirements and conditions for a Special Use Permit of the Wyoming Zoning Ordinances.

- Medical Clinicals

This agreement is to specifically prevent the land use of multi-family dwellings including apartments, townhouses, row houses and two family dwellings.

The intent of this agreement is to utilize the existing Taft Elementary School Building with modifications and additions to provide assisted living housing, adult day care and rehabilitation services for seniors.

The building permit for this work shall be issued within two (2) years of the effect date of rezoning to R-4. On failure of land Owner to obtain a building permit within this two (2) year period, or to begin construction within the time limits of that permit, the zoning of the parcel shall revert to that of R-2.



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

February 17, 2011

Ms. Heidi A. Isakson
City Clerk
Wyoming, MI

Subject: Wyoming Planning Commission – Annual Report

Dear Ms. Isakson:

The above referenced report was reviewed by the Wyoming Planning Commission at its regular meeting on February 15, 2011. Staff had the following comments:

The Michigan Planning Enabling Act (Act 33 of 2008) stipulates that:

“The Planning Commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development.”

The attached report is a synopsis of the Planning Commission’s reviews and actions for 2010.

Motion by Hegyi, supported by Woodruff, to approve the Wyoming Planning Commission 2010 Annual Report and forward it to the City Council. Discuss followed regarding the informative nature of the report. A vote on the motion carried unanimously.

Respectfully submitted,

A handwritten signature in cursive script that reads 'Timothy Cochran'.

Timothy Cochran, City Planner
Planning and Development Department

WYOMING PLANNING COMMISSION

2010 ANNUAL REPORT

Site Plan Reviews

- 1/19/10 Approved Site Plan for Spartan Stores YMCA at the southeast corner of Gezon Parkway and Metro Way Drive. (Section 34) (YMCA of Greater Grand Rapids)
- 6/15/10 Approved Site Plan for an addition to Sweet's Express at 2700 Remico Street, SW (Section 16) (Richard Postema Associates)
- 8/17/10 Approved Site Plan for an addition to Clyde Park Church of the Nazarene at 2545 Clyde Park Avenue, SW (Section 11) (Thomas Michaels)
- 9/21/10 Approved Site Plan for additions to Weller Manufacturing at 1500 Gezon Parkway, SW. (Section 35) (The Architectural Group)

Special Use Reviews

- 1/19/10 Approved Special Use for The Dock Community Center at 4669 Division Avenue, SW. (Section 25) (Immanuel Christian Reformed Church) (Included Site Plan Approval)
- 2/16/10 Approved Special Use for Tuffy Auto Sales at 610 – 28th Street, SE. (Section 18) (Chris Miller) (Included Site Plan Approval)
- 5/18/10 Approved Special Use for Anchor Point Christian School at 3500 Byron Center Avenue (Section 15) (Anchor Point Christian School) (Included Site Plan Approval)
- 7/20/10 Approved Special Use for The Trailer Drop Terminal at 2151 Beverly Avenue, SW. (Section 10) (Scott VanWieren) (Included Site Plan Approval)
- 7/20/10 Approved Special Use for Weller Auto Salvage at 2401 Chicago Drive, SW. (Section 4) (Weller Auto Parts) (Included Site Plan Approval)
- 8/17/10 Approved Special Use for Nanny on Demand Day Care at 5783 Byron Center Avenue SW (Section 33) (Richard Postema Associates) (Included Site Plan Approval)

- 9/21/10 Approved Special Use for Revolution Christian Ministries – Community Center at 1540 – 28th Street, SW (Section 14) (Revolution Christian Ministries) (Included Site Plan Approval)

- 10/19/10 Approved Special Use for CrossWinds Church at 3815 Division Avenue, SW (Section 24) (Kyle Boynton) (Included Site Plan Approval)

- 10/19/10 Approved Special Use for Belle Tire at 5500 Clyde Park Avenue, SW (Section 36) (Chris Enright Architects) (Included Site Plan Approval)

- 11/16/10 Approved Special Use for Connections Child Development Center at 4041 Byron Center Avenue, SW (Section 21) (Wyoming Church of God) (Included Site Plan Approval, granted 12/21/10)

- 11/16/10 Approved Special Use for LaHacienda Banquet Center at 1540 – 28th Street, SW (Section 14) (28th Street Burlingame LLC) (Included Site Plan Approval)

- 11/16/10 Approved Special Use for Priscilla’s Boutique Consignment Store at 5751 Byron Center Avenue, SW (Section 33) (Spica Properties) (Included Site Plan Approval)

Rezoning Recommendations

- 9/21/10 Considered the request to rezone Bayberry Market Place (3.8 acres) from PUD-1 Low Density Planned Unit Development to B-1 Local Business at 5751 Byron Center Avenue, SW (Section 33) (Robert Spica). (No formal recommendation made)

Zoning Code Text Recommendations

- 3/16/10 Recommended approval to amend Zoning Code Chapter 90 Section 90-45 Accessory Buildings and Uses (exterior building materials)

- 3/16/10 Recommended approval to amend Zoning Code Chapter 90 Section 90-50 Parking and Storage of Vehicles in Residential Districts (clarification of the number of trailers stored per property)

- 3/16/10 Recommended approval to amend Zoning Code Chapter 90 Section 90-891 Residential District Regulations (required side yard setbacks in the R-2 Single Family Residential District)

- 3/16/10 Recommend approval to amend Zoning Code Chapter 90 Section 90-796 (General Standards for Permitted Signs – Illumination); Section 90-799 (Specific Sign Requirements: Nonresidential Districts – wall sign allowances, moving image signs, menu board allowances and permits); and Section 90-800 (Off Premise Advertising Signs – clarification of billboard spacing)
- 3/16/10 Recommend approval to amend Zoning Code Chapter 90 to establish standards for Alternative Energies (solar energy equipment)
- 4/20/10 Recommend approval to amend Zoning Code Chapter 90 Section 90-792 (Definitions – Pedestrian Signs); Section 90-795 (Prohibited Signs) and Section 90-799-4 (Temporary Signs – Nonresidential Districts) (expanding the use of temporary and pedestrian signs)
- 4/20/10 Recommend approval to amend Zoning Code Chapter 90 to establish standards for Alternative Energies (wind energy turbines and outdoor wood fired boilers, stoves or furnaces)
- 9/21/10 Recommend approval to amend Zoning Code Chapter 90 to regulate the redevelopment of industrial properties exceeding 85 acres in size and located within the I-2 General Industrial Zoning District
- 10/19/10 Tie vote on recommending to amend Zoning Code Chapter 90 pertaining to the regulation of Medical Marijuana
- 12/21/10 Recommend approval to amend Zoning Code Chapter 90 Article XXIII pertaining to temporary signs

Resolutions, Reports & Correspondence

- 2/16/10 Approved the Wyoming Planning Commission 2009 Annual Report and forwarded it to City Council

Rules of Procedure Amendments

None

Election of Officers

None – June 2010 election of officers inadvertently missed – 2009 elected officers continue to serve

Presentations

None

Joint Planning Commission/City Council Meetings

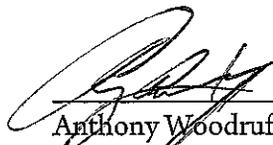
- 1/18/10 Discussion regarding city vision and land use planning
- 5/17/10 Discussion regarding state law allowing medical use of marijuana
- 6/21/10 Presentation regarding city vision and land use planning
- 11/8/10 Presentation regarding Fisher Street Station Plan and form-based code

Ongoing Planning Activities

Turn On 28th Street Subarea Plan (Master Plan Amendment)
Fisher Station Form Based Code (Zoning Ordinance Amendment)
Ordinance Review - Sale of Used Goods

Annual Comparison:

PROJECTS	2010 Total	2009 Total	% Change
Site Plan Reviews	4	4	0
Special Use Reviews (Includes Site Plan)	12	6	100
Rezoning	1	1	0
Zoning Code Text	10	3	233
Totals	27	14	93



Anthony Woodruff, Secretary
Wyoming Planning Commission