

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, AUGUST 1, 2022, 7:00 P.M.**

**1) Call to Order**

**2) Invocation** – Pastor Matt Yonker, Resurrection Life Church

*If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.*

**3) Pledge of Allegiance**

**4) Roll Call**

**5) Student Recognition**

**6) Approval of Minutes**

From the July 18, 2022 Regular Meeting and the July 25, 2022 Work Session

**7) Approval of Agenda**

**8) Public Hearings**

*If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*

**7:01 p.m.** To Determine the Necessity of Constructing Public Improvements in Plaster Creek Boulevard from Buchanan Avenue to Division Avenue, Special Assessment Roll #22-813

**9) Public Comment on Agenda Items**

*This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*

**10) Presentations and Proclamations**

a) Presentations

1. Kent District Library – Sheri Gilreath Watts, Christine Mwangi, Anjie Gleisner and Karen Small

b) Proclamations

1. National Night Out – August 2, 2022

**11) Petitions and Communications**

a) Petitions

b) Communications

**12) Reports from City Officers**

a) From City Council

b) From City Manager

**13) Budget Amendments**

- a) Budget Amendment No. 8 – To Appropriate an Additional \$524,817 of Budgetary Authority and Recognize Related Grant Revenue of \$524,817 for the Cooperative 21<sup>st</sup> Century Learning Center Agreement (Cohort K) with Wyoming Public Schools

- b) Budget Amendment No. 9 – To Appropriate an Additional \$532,993 of Budgetary Authority and Recognize Related Grant Revenue of \$533,043 for the Cooperative 21<sup>st</sup> Century Learning Center Agreement (Cohort L-1) with Wyoming Public Schools
- c) Budget Amendment No. 10 – To Appropriate an Additional \$218,249 of Budgetary Authority and Recognize Related Grant Revenue of \$218,249 for the Cooperative 21<sup>st</sup> Century Learning Center Agreement (Cohort L-2) with Wyoming Public Schools

**14) Consent Agenda**

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

- a) To Schedule a Public Hearing on Proposed Special Assessment Roll #22-813 (August 15, 2022 at 7:01 p.m.)
- b) To Approve Application and Set a Public Hearing Regarding the Edward Byrne Memorial Justice Assistance Grant (August 15, 2022 at 7:02 p.m.)

**15) Resolutions**

- c) Determining to Proceed with Public Improvement in Plaster Creek Boulevard from Buchanan Avenue to Division Avenue and to Specially Assess Some Project Costs Against Property in Special Assessment District #22-813
- d) To Grant Final Plat Approval for Rivertown Valley Plat VI

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

- e) To Accept a Proposal from Strain Electric Co., LLC for Street Light and Traffic Signal Installation, Maintenance and Repair Services and to Authorize the Mayor and City Clerk to Execute the Agreement
- f) To Accept a Quote for Battery Powered Extraction Equipment and Stabilization Devices and to Authorize the Trade In of the Outdated Extrication System
- g) To Accept a Proposal for Return Activated Sludge Pump Parts and to Authorize the Mayor and City Clerk to Execute the Contract
- h) To Accept a Proposal for Engineering Services for the High Service Discharge Pump Valve Replacement Project and to Authorize the City Manager to Execute the Contract

**17) Ordinances**

15-22 To Amend Section 90-32 of the Code of Ordinances by Adding Subsection (134) to Rezone 5050 Byron Center Ave SW and 2180 52<sup>nd</sup> St SW from R-1 to PUD-4 (First Reading)

**18) Informational Material**

**19) Acknowledgment of Visitors**

*This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3 minute limit per person.*

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

**21) Adjournment**

The logo for Kent District Library, featuring a stylized 'K' composed of a red vertical bar, a yellow circle, and a green triangle, with a red circle below it.

Kent  
District  
Library

2021 Community Report

Information ●  
Ideas ▲  
Excitement!

# We exist to further all people

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I'm a huge fan of something that John Wooden, famed coach of the UCLA Bruins, said: "Be true to yourself. Make each day your masterpiece. Help others. Drink deeply from good books. Make friendship a fine art. Build a shelter against a rainy day." Each of those little sentences epitomizes what the library is and what each of us strives to accomplish. It's this sense of purpose that enables us to boldly dive into the unknown and serve others. Here are a couple examples:

- Hundreds of kids have completed Mission: READ, the 1,000-day reading challenge that launched three years ago to help children develop a strong love for reading and improve reading proficiency.
- More than one million items were checked out through our OverDrive digital collection, placing KDL among the top 60 libraries in the world for OverDrive circulation.
- We were once again named a *Library Journal* Star Library, based upon the level of utilization by patrons and value delivered for taxpayers.
- Library users saved \$78,383,477 in 2021 by checking out physical materials and digital items. The return on investment for taxpayers is much greater when you add the value derived from using computers, printers, study rooms, programs (in-person and online), outreach services, online databases and the personal service of library staff.

This past year has served up an incredible amount of challenges and needs, many of which could never have been anticipated. But by listening, watching, asking and learning, we've accomplished so much to help others, make friends, build shelters and drink deeply from good books. Thank you for being part of the KDL family and for the honor of providing service to you.

Sincerely,  
Lance Werner  
Executive Director



# 2021 at a Glance

## JANUARY

- **Book Bundles introduced** - Are you ready for some new books for you or your kids, and you aren't exactly sure what titles you want? We can help! Book Bundles is a new service where you let us know what types of books you want, and we give you a collection of titles we hope you are going to love.
- **KDL partnered with Legal Aid of West Michigan to provide tax tips**, with legal aid attorneys highlighting important issues for working people and families.

## FEBRUARY

- **Amy Van Andel Library – Ada Community Center officially opened on February 5.** Due to the pandemic, the grand opening and dedication event were scheduled to take place outdoors in May. The two-story, 25,786 square foot facility is located in the heart of downtown Ada. The building houses both the Amy Van Andel Library, which is managed by Kent District Library (KDL), and Ada Township's new Community Center, which offers multiple rooms and spaces for small-scale meetings and gatherings.

- **Teen Film Festival took place virtually**, celebrating a lot of amazing work by local teens. This annual event for teens is too important and fun to skip a year.

## MARCH

- **Chromebook Combos introduced as part of KDL's strategy to help bridge the digital divide in Kent County.** The combos include a Chromebook and a Wi-Fi hotspot that patrons can check out. According to the U.S. Census, 14% of Kent County households do not have broadband internet. KDL now has nearly 1,000 Wi-Fi hotspots to help at-home students and workers during the pandemic. KDL also provides public-access PCs and free Wi-Fi at all 20 branch locations.

## APRIL

- **KDL partnered with World Affairs Council to present a Community Resilience Series.** Pandemics, politics and persistent social problems make our communities seem more fractured and polarized than ever. Yet, we must all live together and create communities where people are safe, prosperous and healthy. KDL partnered with World Affairs Council to present a three-part series focused on community resilience. This series tackled the ways we can all work together to create stronger communities, starting right here in Western Michigan.
- **Write Michigan Teen Poetry Slam took place virtually.** We missed being in person but were thrilled to give teens a chance to express themselves through poetry.

## MAY

- **Amy Van Andel Library – Ada Community Center was formally dedicated in Ada.** “My Grandmother instilled in me a lifelong love of reading through our weekly library visits. It's been a dream come true to honor that legacy by helping to build a library here in Ada,” said Amy Van Andel. “It is my hope that this becomes a place for our community not only to gather, connect and learn but also to create memories of their own for generations to come.” The new facility completes the six-year work of Ada Township's Envision Ada Campaign.
- **KDL CORE Collection introduced.** This 100-book collection consists of titles at least one year old that are close to the hearts of KDL librarians and patrons alike. These books are popular and respected, which is why KDL has purchased shiny new copies and labeled them the KDL CORE. Titles include *The Nightingale* by Kristin Hannah, *Ordinary Grace* by William Kent Krueger and *The Devil in the White City* by Erik Larson.
- **Sora was introduced to help teachers and students tap into a collection of ebooks, audiobooks and more!** Schools that are an OverDrive partner can use Sora to access the school's digital collection and connect with the KDL digital collection. Schools can choose which ebooks, audiobooks and read-alongs to offer to students.

## JUNE

- **Summer Wonder went outdoors!** After taking place totally online in 2020, Summer Wonder ventured into the great outdoors for a spectacular summer of outdoor discovery, scavenger hunts, STEAM activities and lots of fun for everyone.
- **KDL teamed up with Kent County Parks for a “Find Curi” contest in local parks.** Where’s Curi? was a fun opportunity to get outdoors and explore and learn this summer! People used clues to find Curi in five park sites throughout the county – Leopard Preserve in Caledonia, Palmer Park in Wyoming, Pickerel Lake Park in Rockford, Wahlfield Park in Comstock Park and Millennium Park in Walker. More than 20,000 individuals are estimated to have participated, with more than 13,000 completing the Summer Wonder challenge.

## JULY

- **“Reading Bells” were installed at the Plainfield Township Branch.** This colorful, interactive work-of-art was generously donated by Art and Jo-Ann Spalding in memory of their son Douglas. The Spalding family loved the idea of having the bells outside the Plainfield Twp. Branch. Historically, bells have been used to draw people’s attention to something. Churches and schools used them to draw people in. Patrons of all ages are invited to ring the bells when they visit the library.

## AUGUST

- **KDL Executive Director Lance Werner was appointed to the Library of Michigan Board of Trustees** by Speaker of the House Jason Wentworth.

## SEPTEMBER

- **Darius Quinn was named the 2021 Library Champion.** Quinn is recognized for his work in helping KDL move toward ensuring their library services better reflect the diverse needs of the community. His efforts as a consultant to KDL’s administration and EDI workgroup have been inspiring, and his measured approach to helping to grow KDL’s organizational culture around inclusiveness has been invaluable. He has facilitated community discussions and collaborative efforts between KDL and under-served communities to promote the library to all of Kent County.
- **Write Michigan began its tenth year.** This state-wide short story competition expanded with three additional libraries joining KDL in celebrating storytelling and personal expression through short stories.
- **The seventh annual Literary Libations gala took place** at Frederik Meijer Gardens & Sculpture Park. The event was once again sold out and featured presentations by authors Christopher Cosmos, Catherine Coulter, Rebecca Deng and Peter Heller. Catherine Behrendt from WZZM emceed the event and conducted a fascinating interview with Rebecca Deng. The event celebrated teen poetry with a special presentation by Marcel “Fable” Price of The Diatribe.

- **In-person indoor programs resumed** for the first time since the beginning of the pandemic, with more than 1,000 programs scheduled for fall.

## OCTOBER

- **The City of Grandville celebrated the opening and dedication of the new Grandville Library Expansion and Community Commons.** The expansion added more than 7,000 square feet to create a total of 26,535 square feet of state-of-the-art library and community space. The building is owned and operated by the City of Grandville and houses the public library, which is operated by Kent District Library. Fishbeck served as architect and construction manager of the project.

## NOVEMBER

- **New remote printing services were introduced,** including easier curbside printing and mobile printing. Upload prints from home or on any of your devices and pick them up at any KDL location via curbside or in-branch pickup.

## DECEMBER

- **KDL Vibes launched,** providing commercial-free music streaming by local musicians. Vibes provides regional artists with a platform to share their music and gives patrons a portal to all of the awesome talent and musical expression that these artists have to share.

The new KDL Strategic Plan was introduced with 2021 initiatives focused on a clear purpose and vision:

**PURPOSE: We exist to further all people.**

**VISION: KDL will be an indispensable community resource for enriching lives through access to personal discovery for all.**

## Strategic Plan Progress

The initiatives in the first year of the three-year strategic plan are delivering value and impact for individuals and strengthening our community.

For additional details, including quarterly updates, see [kdl.org/strategic-plan](https://kdl.org/strategic-plan).



## Equity, Diversity and Inclusion

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Align all library services, staffing makeup and partnerships to be reflective and inclusive of the diverse communities we serve.

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**INITIATIVE #1:** Develop a plan to increase staff Cultural Intelligence by first determining how to measure it, establishing a baseline and setting a target.

**STATUS:** Completed. All staff participated in training on recognizing and addressing unconscious bias and microaggressions. Training will continue throughout 2022.

**INITIATIVE #2:** Develop a diversity plan for evaluating library materials to ensure offerings are reflective of the community.

**STATUS:** Completed. The plan for how to tag all materials, new and existing, is in motion and was tested successfully with the Adult Fiction section.

## Engagement and Service

Increase the value delivered to the community by focusing on demonstrated needs.

**INITIATIVE #3:** Develop a systematic process for identifying our communities' unmet/emerging needs.

**STATUS:** Completed. A comprehensive survey of people throughout the community was conducted, including people who do not use the library, to identify the unique challenges being faced. The top challenges identified are:

1. Mental health
2. Earning a living wage
3. Homelessness

The results of this survey will inform our decisions and priorities for library services and resources.

## Sustainability

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Evaluate and streamline operational, environmental and fundraising processes to ensure a sustainable library.

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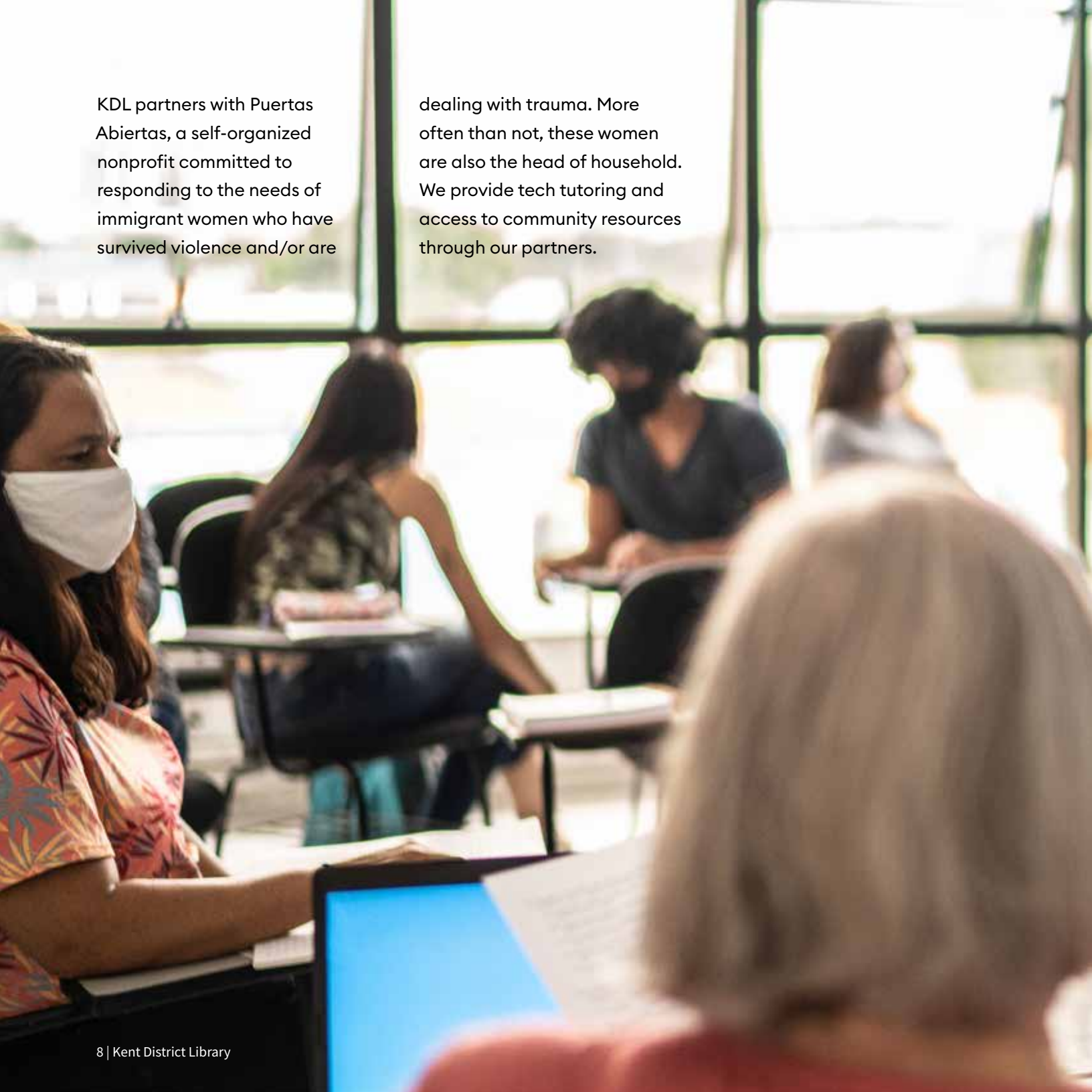
**INITIATIVE #4:** Complete a feasibility study for establishing a separate 501(c)(3) foundation to increase private donation funding to supplement tax support.

**STATUS:** Completed. It was determined that KDL should instead grow its endowment. New strategies are now in place to grow the endowment and establish best practices and policies.

**INITIATIVE #5:** Map, improve and refine operational processes for:

- Displays and Merchandising
- Weeding Standards and Sustainable Partnerships

**STATUS:** Partially completed, with work continuing through 2022 due to COVID-19 implications.



KDL partners with Puertas Abiertas, a self-organized nonprofit committed to responding to the needs of immigrant women who have survived violence and/or are

dealing with trauma. More often than not, these women are also the head of household. We provide tech tutoring and access to community resources through our partners.

# Opening Doors with Tech Tutoring

“The contribution that KDL has made to us is invaluable. Staff members approached the ladies with kindness and touched their hearts with inspiring storytimes, an experience that some of them have never had before. They told them that they belong to the library and showed them how to access a multitude of resources, such as English learning tools and tech tutoring classes, to help them be more independent. They also welcomed the help of some of the ladies in volunteer roles within the same group, which gave them a sense of value and pride in their work. This has opened their view of the world for many of them. KDL has opened the door to a life and options that they never knew they had, and these are not only for them, but their children.”

– *Andrea Inostroza, Executive Director, Puertas Abiertas*

“Neighbors helping neighbors” is a good way to describe the partnership between Feeding America West Michigan and KDL. The headquarters for the two organizations are just down the street from one another, so it is natural for them to partner to provide essential fuel for hungry bodies and minds.

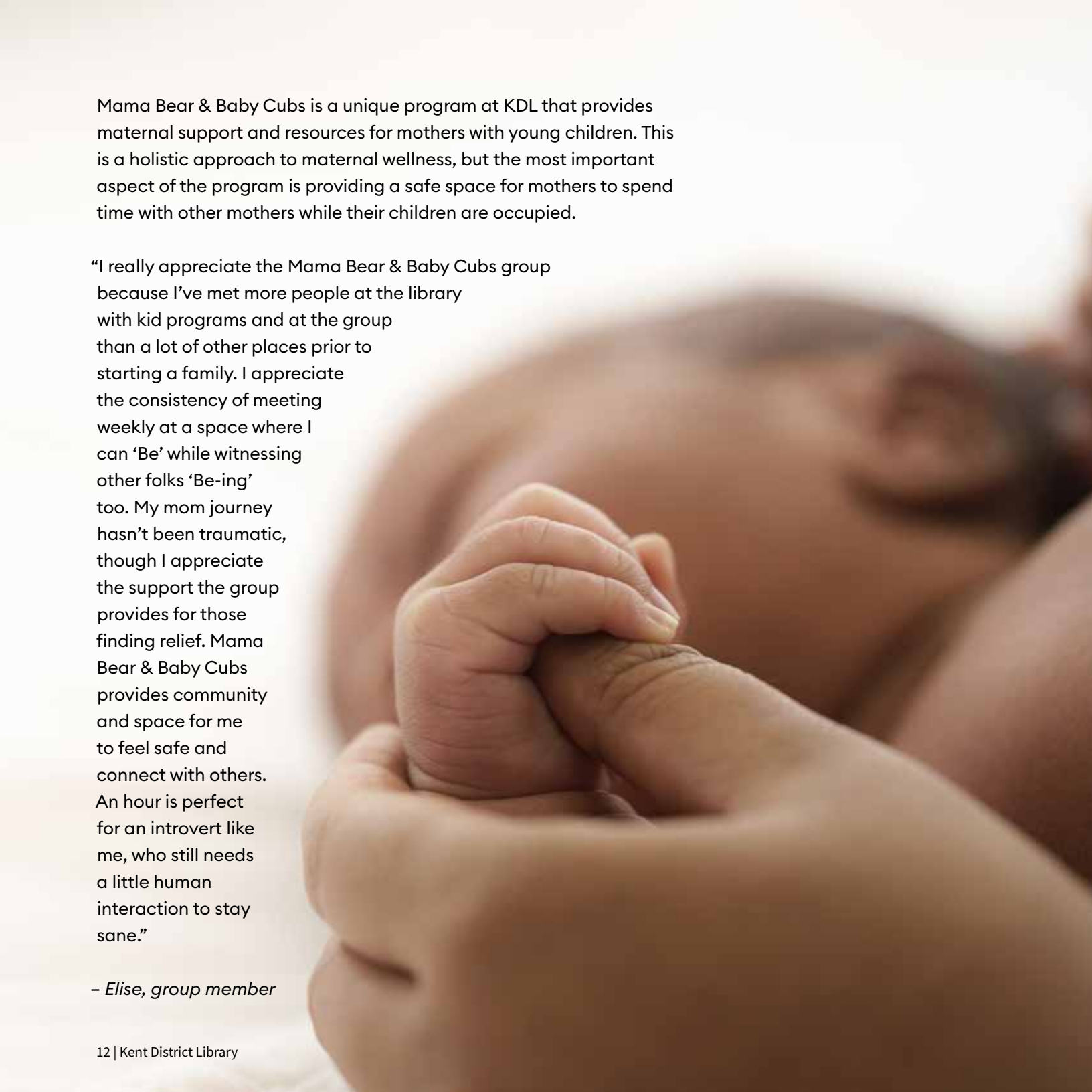
Over the past few years, KDL has actively participated in the fight against food insecurity through our connection with Feeding America West Michigan. The Bookmobile team joins monthly Feeding America food distributions taking place at neighborhood churches, area schools and apartment complexes. These opportunities allow the team to connect clients with library resources, Little Free Library materials, programming information, access to Wi-Fi and tech tutoring.

## Feeding Bodies and Minds

Over the last three summers, KDL has partnered with Feeding America West Michigan and the State to provide healthy lunches to students in our communities while school is not in session. What began in 2019 with four branches serving 2,269 meals has now grown to include 15 branches and the Bookmobile. This summer we provided 11,742 meals to students.

Additionally, in recognition of the growing need for access to good food, several KDL branches have started providing permanent food pantries. Other grassroots non-profits who have worked with KDL's Community Engagement department have also been connected to Feeding America West Michigan so that new partnerships can flourish. In very real and tangible ways, KDL is making a difference through this important relationship.





Mama Bear & Baby Cubs is a unique program at KDL that provides maternal support and resources for mothers with young children. This is a holistic approach to maternal wellness, but the most important aspect of the program is providing a safe space for mothers to spend time with other mothers while their children are occupied.

“I really appreciate the Mama Bear & Baby Cubs group because I’ve met more people at the library with kid programs and at the group than a lot of other places prior to starting a family. I appreciate the consistency of meeting weekly at a space where I can ‘Be’ while witnessing other folks ‘Be-ing’ too. My mom journey hasn’t been traumatic, though I appreciate the support the group provides for those finding relief. Mama Bear & Baby Cubs provides community and space for me to feel safe and connect with others. An hour is perfect for an introvert like me, who still needs a little human interaction to stay sane.”

– *Elise, group member*

# “Be-ing” with Mama Bear & Baby Cubs

“Mama Bear & Baby Cubs has become a sacred space for me professionally and personally. I started this group after observing a need for moms to gather and talk about real things; it was naturally happening after storytime. I realized that other moms were craving a space to share their stories and their struggles. I had a traumatic birth experience, struggled through postpartum depression, grieved a miscarriage and was raising two little girls of my own. Moms need moms and we can’t do it alone.

I decided to pursue training in restorative practices so I would be better equipped to lead a group of mothers going through hard things. We take the time to celebrate together, mourn together, vent together and listen together. We are practicing truly seeing and hearing each other as mothers and as individual women. We do this while children play loudly around us, sipping coffee and holding babies. The library is a safe space without expectations, which makes this group so special.”

– Abby Black, KDL Librarian and Creator of Mama Bears & Baby Cubs

A KDL library card can now give patrons free access to area attractions. KDL is pleased to introduce the PerkPass! The PerkPass allows patrons to enjoy a free general admission to Frederik Meijer Gardens and Sculpture Park, Grand Rapids Art Museum, Grand Rapids Public Museum and Grand Rapids Children’s Museum. More partnerships will be added over time.

This program allows families to visit places they otherwise might not have been able to visit. At no cost, they can experience some of the wonderful cultural experiences our area has to offer.



## Providing Access for All with PerkPass

KDL patrons ages 18 and older can reserve passes online, print their passes and visit their attraction on the date they reserved.

“We got the opportunity to go to the GRAM in August – my husband and I with our 6-year-old daughter. Our daughter loves art! She was extremely inspired by the art and the diversity of the artists’ work. She also really enjoyed the crafts and cute hands-on creation station. We were also really impressed with the kindness and patience from all the GRAM staff. We plan to return for another visit this winter. Thank you KDL for offering this great opportunity!”

– *Senada Miller, Plainfield Twp. Patron and PerkPass User*



# Return on Investment

**Library users saved \$78,383,477 in 2021 by checking out physical materials and digital items.** The return on investment for taxpayers is much greater when you add the value derived from using computers, printers, study rooms, programs, outreach services, online databases and the personal service of library staff.

	<b>2021</b>	<b>2020</b>
Physical Items Checked Out (Does Not Include Renewals)	2,728,293	1,733,496
Total Estimated Value of Physical Items Checked Out	\$51,347,428	\$65,314,442
Users Who Checked Out Physical Items	68,334	60,106
<b>Average Value per User for Physical Items</b>	<b>\$751</b>	<b>\$1,087</b>
Digital Items Checked Out	1,703,752	1,715,073
Total Estimated Value of Digital Items Checked Out	\$27,036,049	\$25,634,264
Users Who Checked Out Digital Items	45,448	41,872
<b>Average Value per User for Digital Items</b>	<b>\$595</b>	<b>\$612</b>

## COVID-19 Implications for Access and Service

### 2020

March – All KDL locations closed to the public and circulation of physical materials halted. Online programming and outreach services were introduced.

June – Curbside service introduced.

August – Branches re-opened to in-person visits with limited hours.

September – Normal branch hours resumed, with the exception of being closed on Sundays.

October – Branch capacity increased to 50%.

November – Returned to curbside and online service only.

### 2021

January – Branches re-opened to in-person visits.

June – Outdoor programming resumed.

September – In-person, indoor programming resumed for core programs.

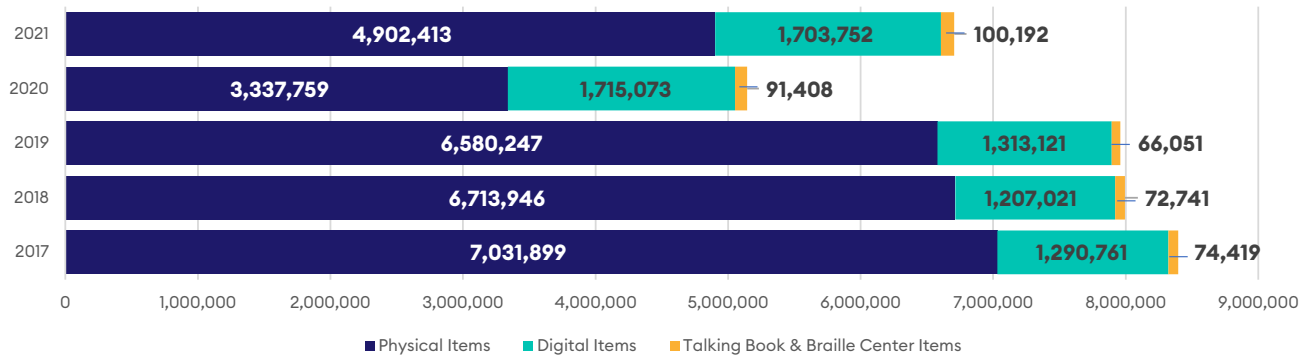
### Innovation

While branch operations were closed or limited, KDL staff developed several new initiatives, including:

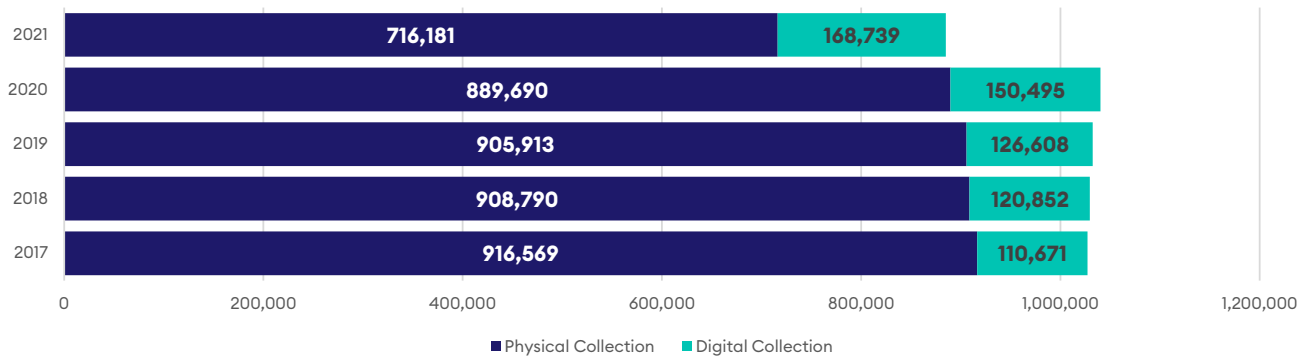
- Curbside pickup and printing
- Online live-streamed programs and outreach for all ages
- TBS language translation workstations
- Book bundles
- Nearly 1,000 Wi-Fi hotspots added
- Summer Wonder
  - 2020: Virtual with workbooks mailed to homes
  - 2021: Outdoors with Kent County Parks
- Chromebook combos (computer plus a Wi-Fi hotspot) introduced

# System-Wide Statistics

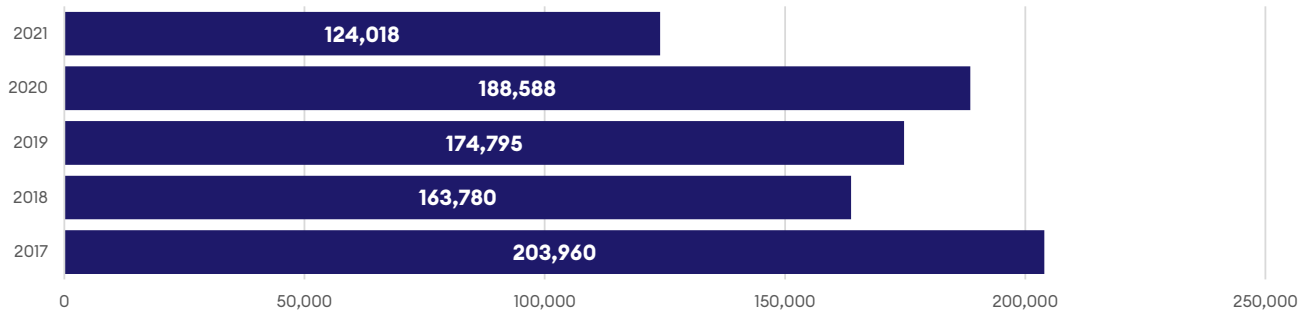
## Physical and Digital Circulation



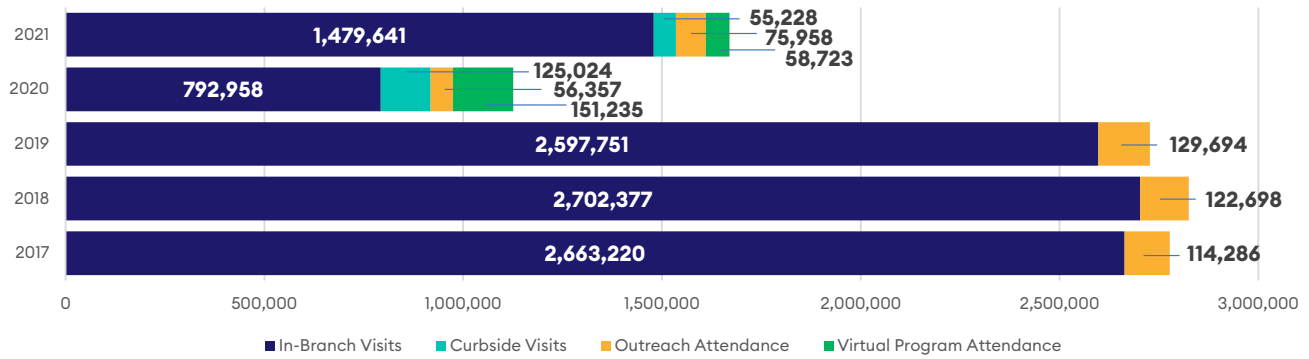
## Collection Items



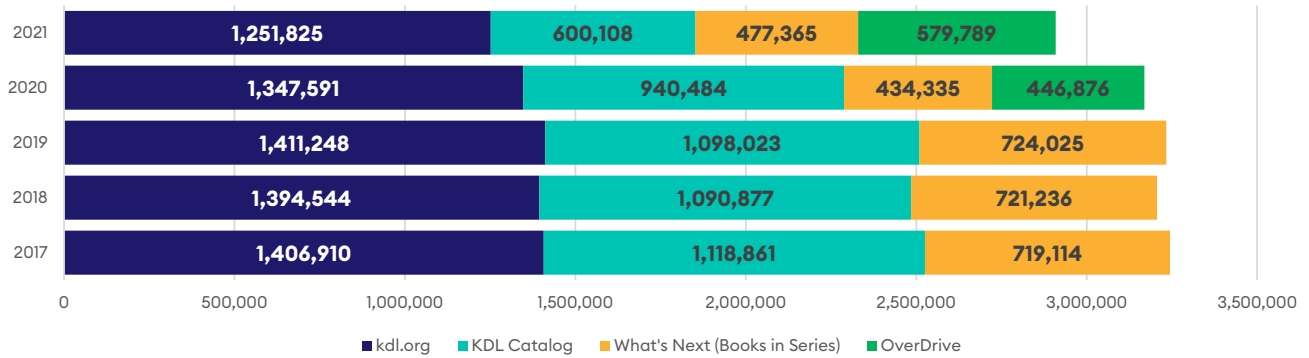
## KDL Active Cardholders



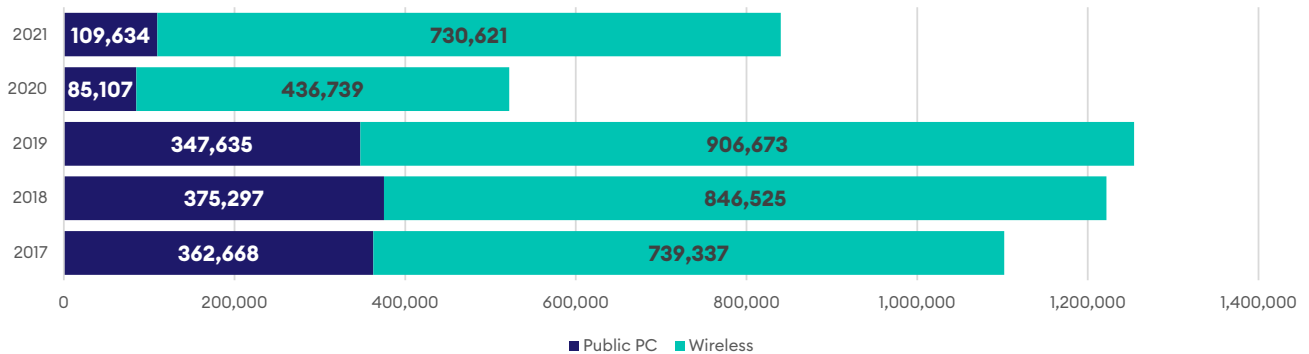
## People Served



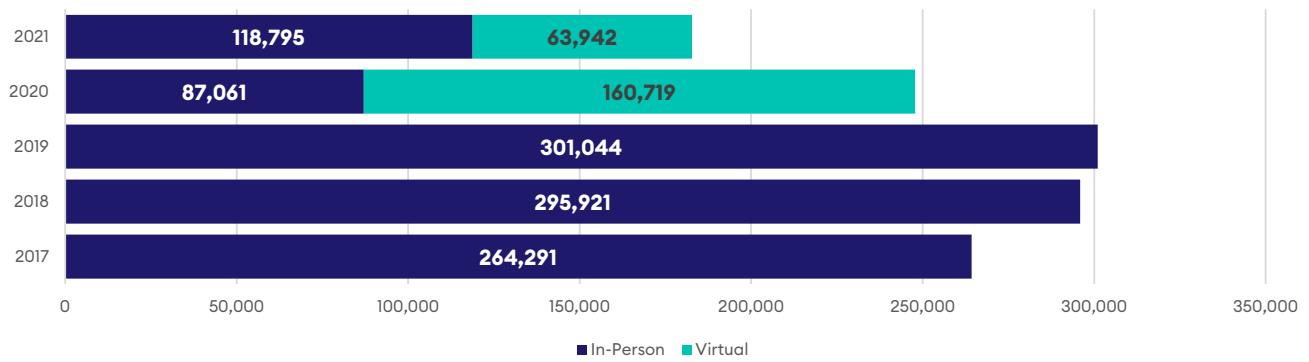
## Online Visits



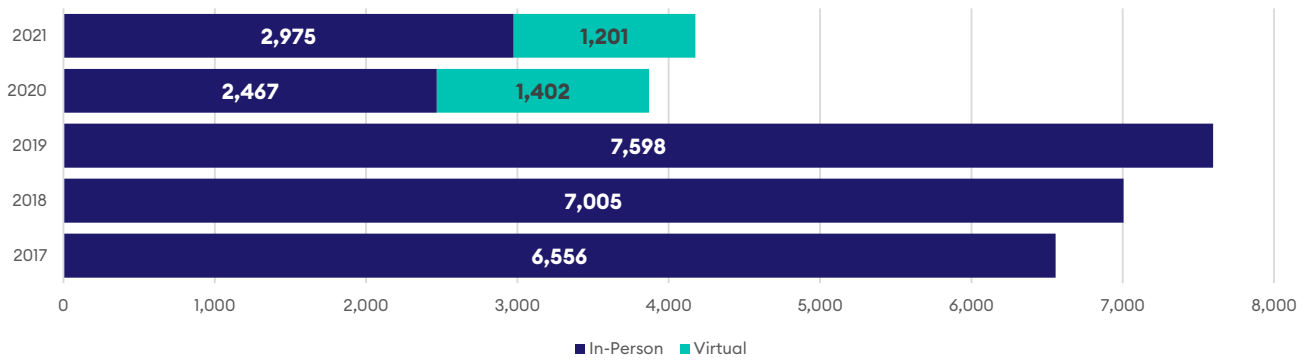
## Computer Log-Ins



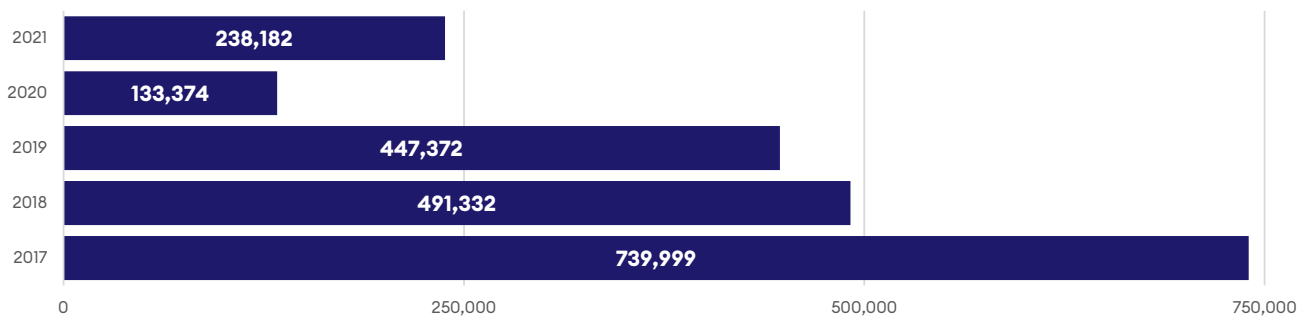
## Program and Outreach Attendance



## Program and Outreach Events



## Reference Questions

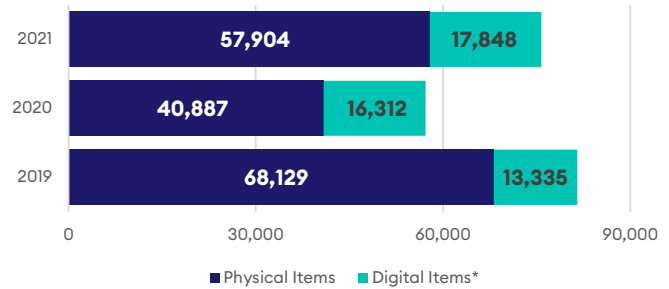


# Alpine Township Branch Statistics

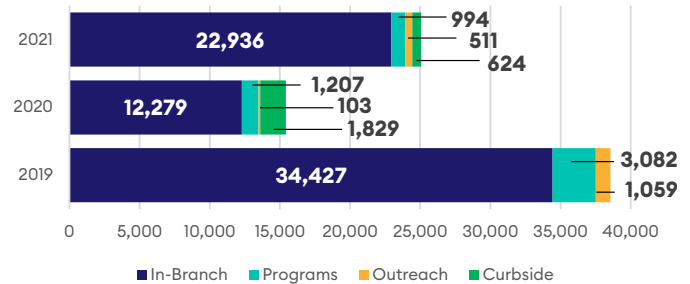
Regional Manager I: .....Liz Knapp  
 Regional Manager II: .....Craig Buno  
 Physical Collection Size: .....10,309 (1.4% of total)  
 Building Size: .....4,862 sq ft  
 Public Computers: .....5  
 Staff: .....4.3 FTEs  
 Open Hours: .....40 hrs/wk



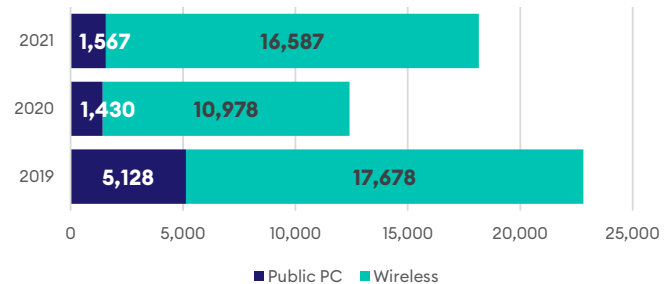
## Circulation



## People Served



## Computer Log-Ins



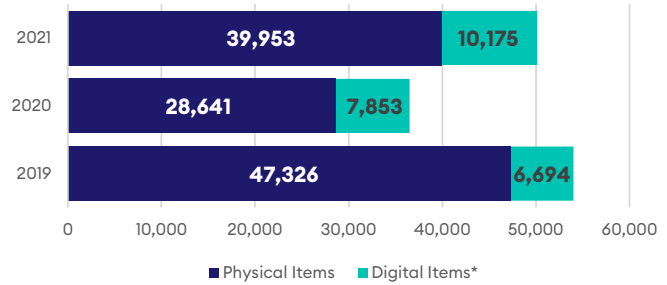
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Alto Township Branch Statistics

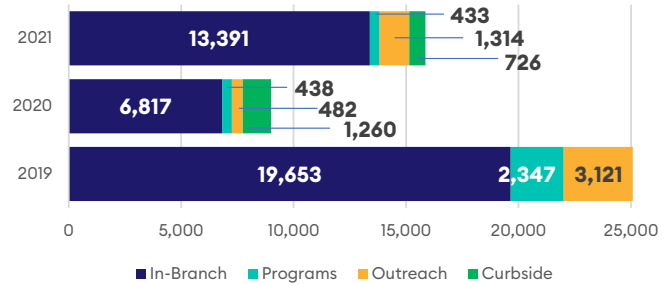
Regional Manager I: .....Sandy Graham  
 Regional Manager II: .....Kurt Lardie  
 Physical Collection Size: .....11,058 (1.5% of total)  
 Building Size: .....5,795 sq ft  
 Public Computers: .....3  
 Staff: .....3.1 FTEs  
 Open Hours: .....38.5 hrs/wk



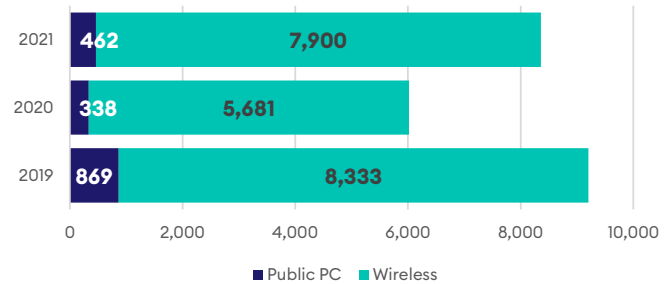
## Circulation



## People Served



## Computer Log-Ins



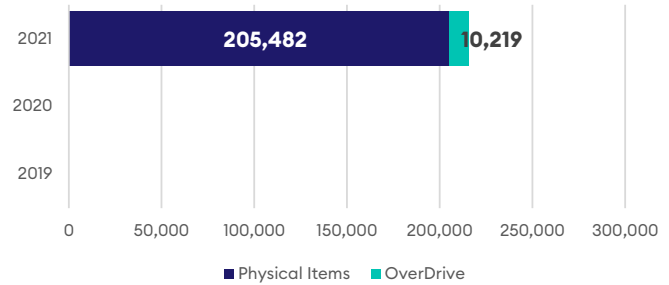
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Amy Van Andel Library Statistics

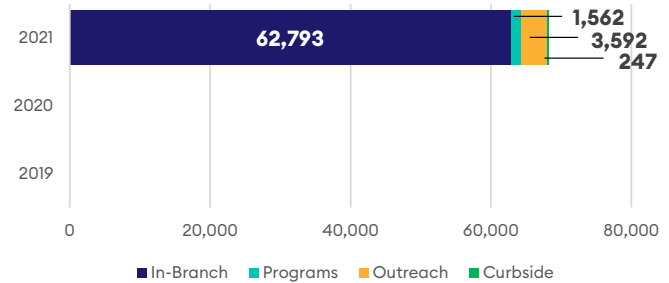
Regional Manager I: .....Scott Ninemeier  
 Regional Manager II: .....Shaunna Martz  
 Physical Collection Size: .....23,913 (3.3% of total)  
 Building Size: .....25,786 sq ft  
 Public Computers: .....4  
 Staff: .....8.3 FTEs  
 Open Hours: .....49 hrs/wk



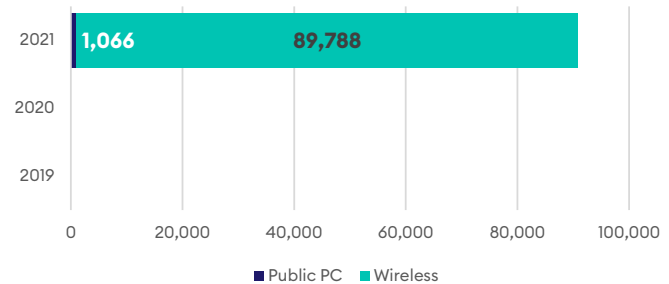
## Circulation



## People Served



## Computer Log-Ins



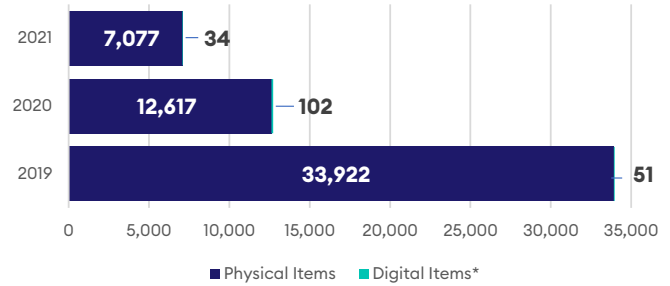
# Bookmobile Statistics

## Community Engagement

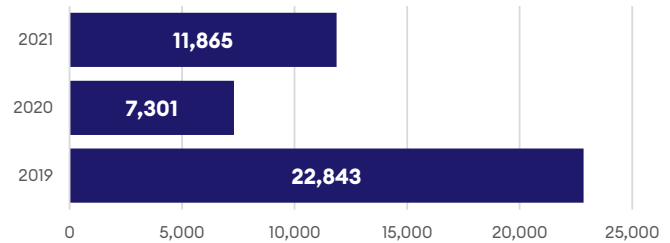
Manager: .....Sara Proaño  
 Physical Collection Size: .....6,208 (0.9% of total)  
 Vehicle Size: .....306 sq ft  
 Public Computers: .....0  
 Staff: .....3.0 FTEs  
 Open Hours: .....Varies



## Circulation



## People Served



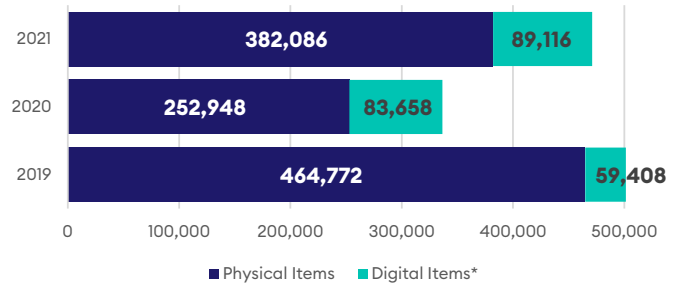
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Byron Township Branch Statistics

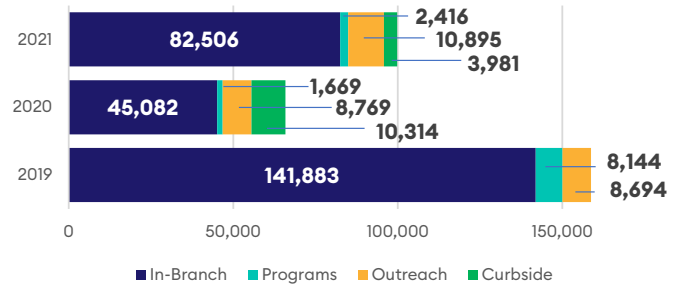
Regional Manager I: .....Josh Bernstein  
 Regional Manager II: .....Eric DeHaan  
 Physical Collection Size: .....48,862 (6.8% of total)  
 Building Size: .....13,600 sq ft  
 Public Computers: .....5  
 Staff: .....8.7 FTEs  
 Open Hours: .....54.5 hrs/wk



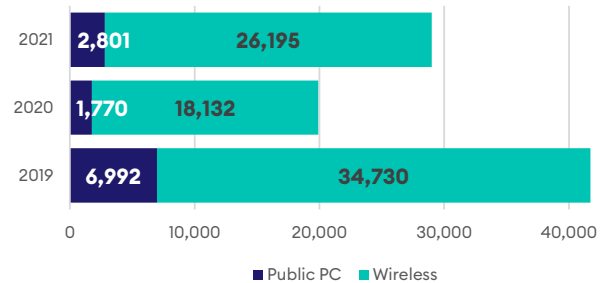
## Circulation



## People Served



## Computer Log-Ins



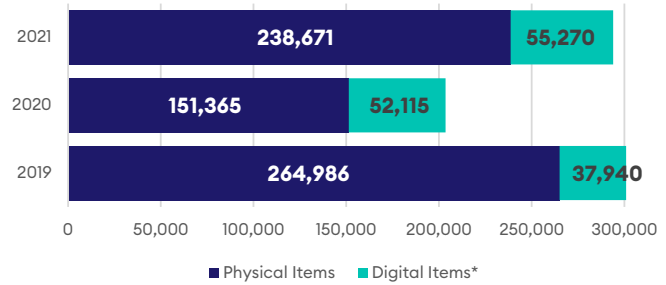
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Caledonia Township Branch Statistics

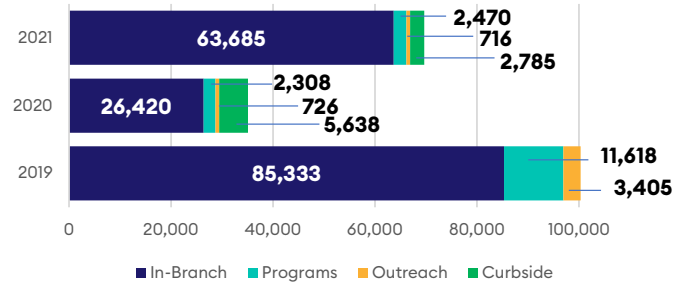
Regional Manager I: .....Vanessa Walstra  
 Regional Manager II: .....Lulu Brown  
 Physical Collection Size: .....29,604 (4.1% of total)  
 Building Size: .....15,464 sq ft  
 Public Computers: .....11  
 Staff: .....8.0 FTEs  
 Open Hours: .....49 hrs/wk



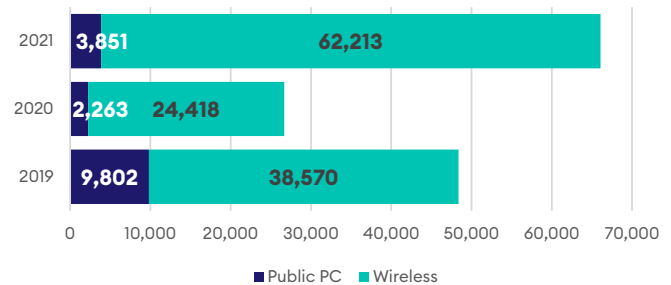
## Circulation



## People Served



## Computer Log-Ins



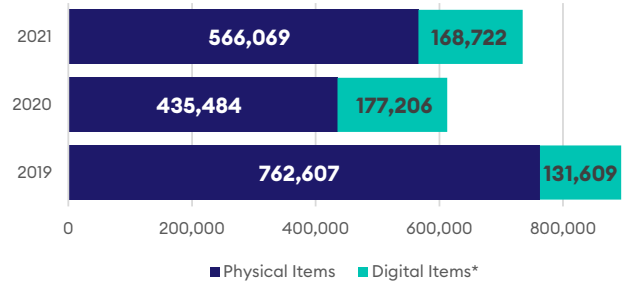
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Cascade Township Branch Statistics

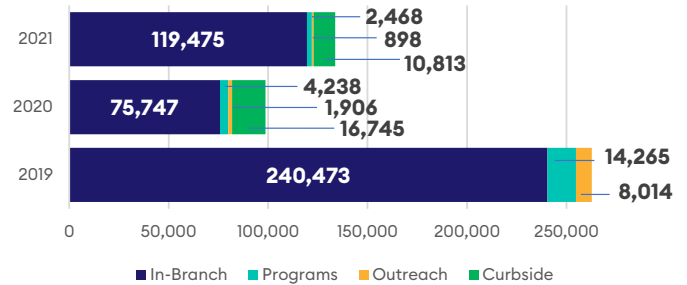
Regional Manager I: .....Vanessa Walstra  
 Regional Manager II: .....Lulu Brown  
 Physical Collection Size: .....77,282 (10.8% of total)  
 Building Size: .....30,400 sq ft  
 Public Computers: .....8  
 Staff: .....19.6 FTEs  
 Open Hours: .....62 hrs/wk



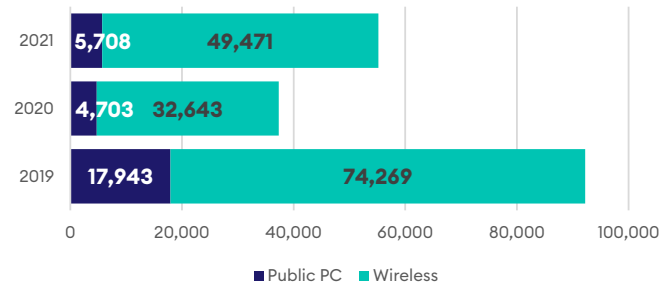
## Circulation



## People Served



## Computer Log-Ins



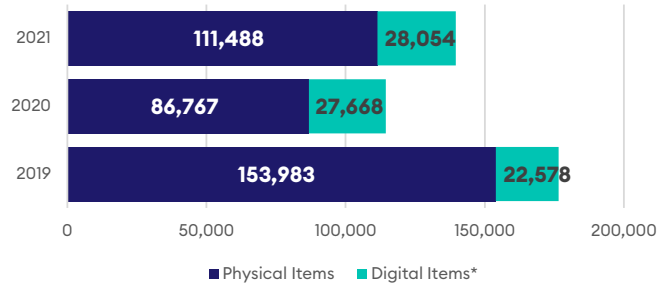
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Comstock Park Branch Statistics

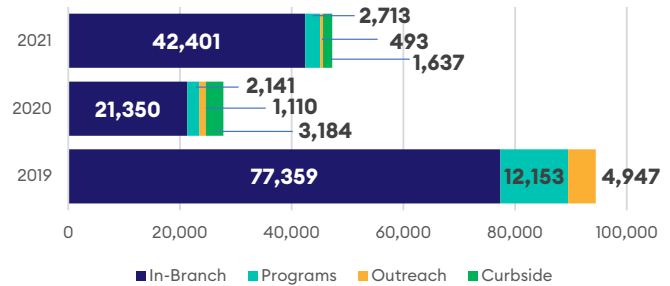
Regional Manager I: .....TBD  
 Regional Manager II: .....Tricia Hetrick  
 Physical Collection Size: .....16,415 (2.3% of total)  
 Building Size: .....4,095 sq ft  
 Public Computers: .....6  
 Staff: .....6.8 FTEs  
 Open Hours: .....45.5 hrs/wk



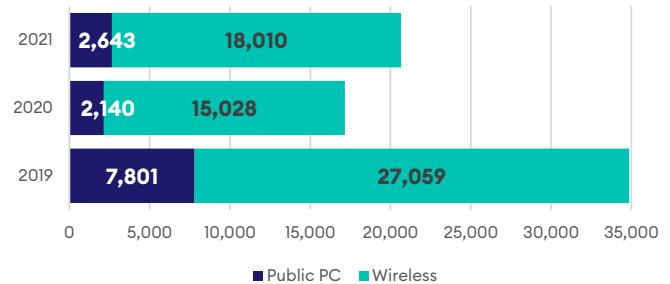
## Circulation



## People Served



## Computer Log-Ins



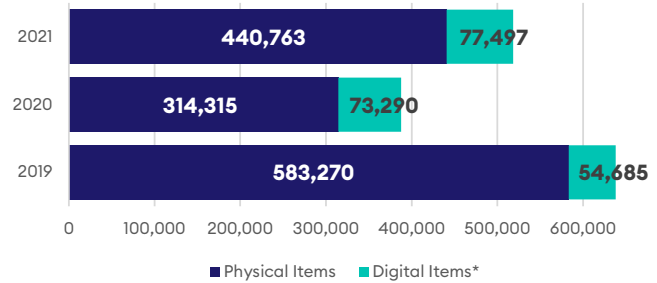
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# East Grand Rapids Branch Statistics

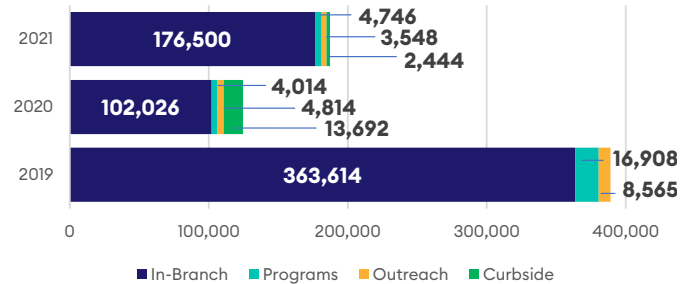
Regional Manager I: .....Scott Ninemeier  
 Regional Manager II: .....Shaunna Martz  
 Physical Collection Size: .....55,418 (7.8% of total)  
 Building Size: .....26,950 sq ft  
 Public Computers: .....16  
 Staff: .....14.8 FTEs  
 Open Hours: .....62 hrs/wk



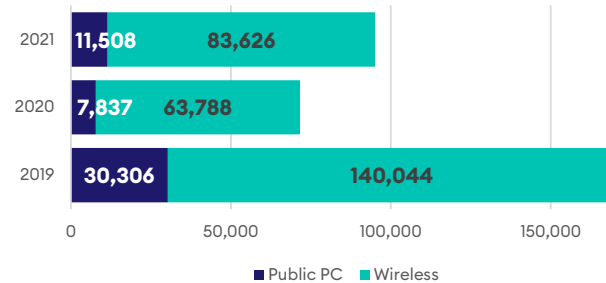
## Circulation



## People Served



## Computer Log-Ins



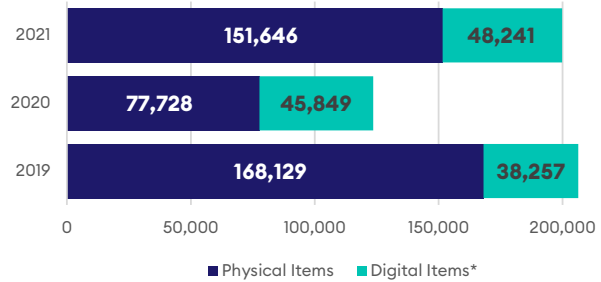
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Englehardt (Lowell) Branch Statistics

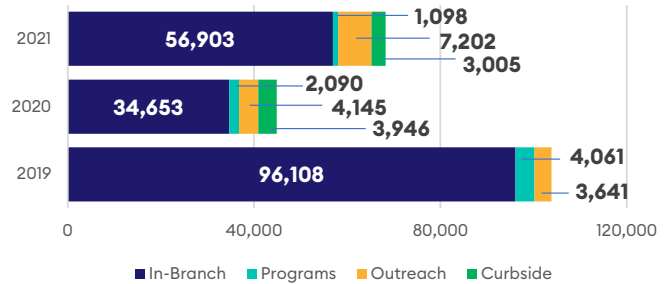
Regional Manager I: .....Sandy Graham  
 Regional Manager II: .....Kurt Lardie  
 Physical Collection Size: .....25,589 (3.6% of total)  
 Building Size: .....8,771 sq ft  
 Public Computers: .....10  
 Staff: .....7.6 FTEs  
 Open Hours: .....46.5 hrs/wk



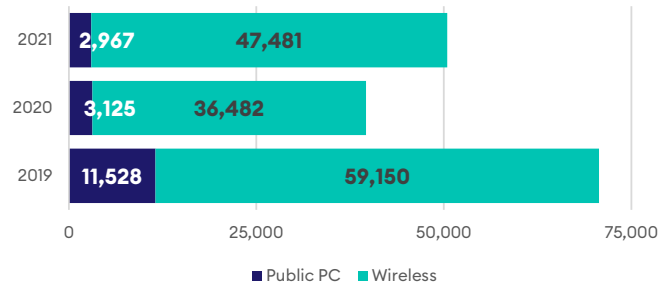
## Circulation



## People Served



## Computer Log-Ins



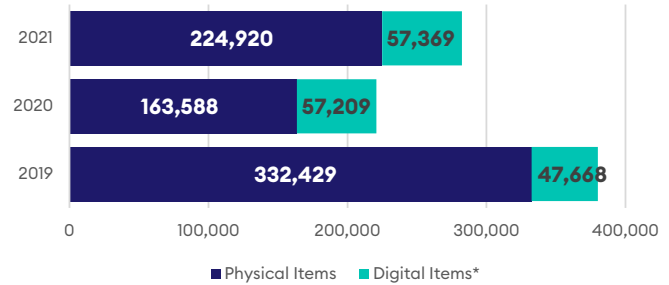
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Gaines Township Branch Statistics

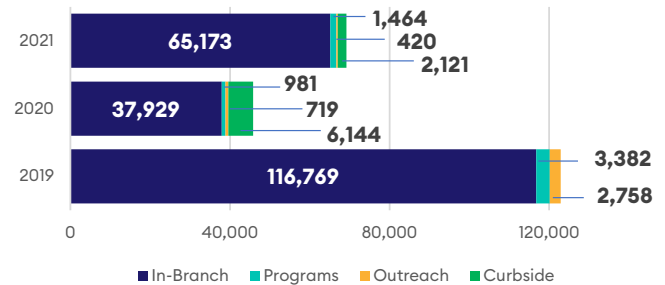
Regional Manager I: .....Cheryl Cammenga  
 Regional Manager II: .....Angela Culp  
 Physical Collection Size: .....33,351 (4.7% of total)  
 Building Size: .....10,400 sq ft  
 Public Computers: .....16  
 Staff: .....8.8 FTEs  
 Open Hours: .....54 hrs/wk



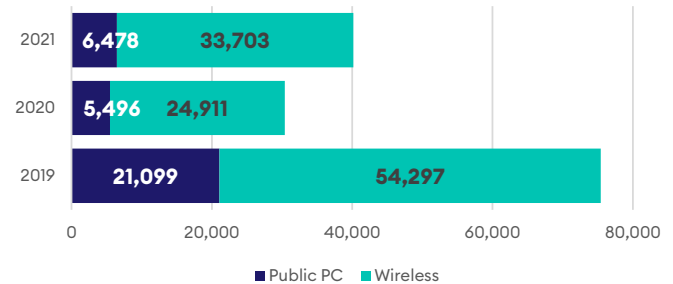
## Circulation



## People Served



## Computer Log-Ins



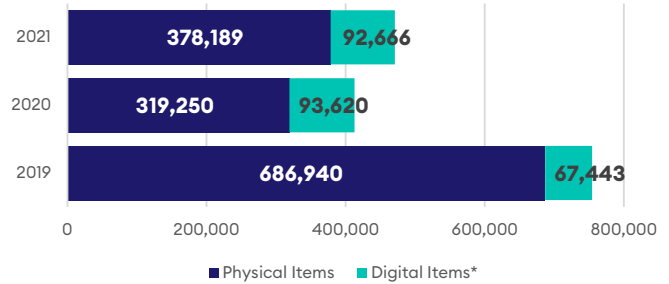
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Grandville Branch Statistics

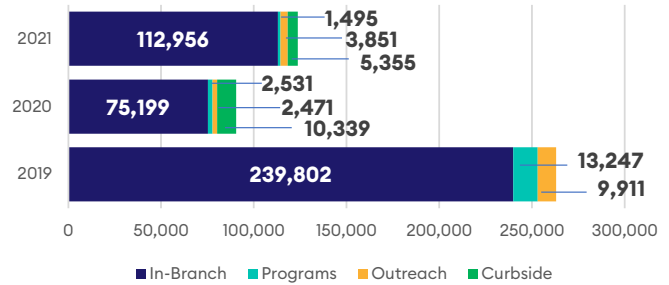
Regional Manager I: .....Josh Bernstein  
 Regional Manager II: .....Eric DeHaan  
 Physical Collection Size: .....53,597 (7.5% of total)  
 Building Size: .....26,535 sq ft  
 Public Computers: .....12  
 Staff: .....12.8 FTEs  
 Open Hours: .....62 hrs/wk



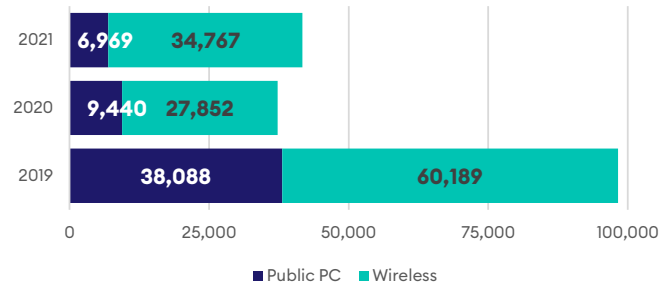
## Circulation



## People Served



## Computer Log-Ins



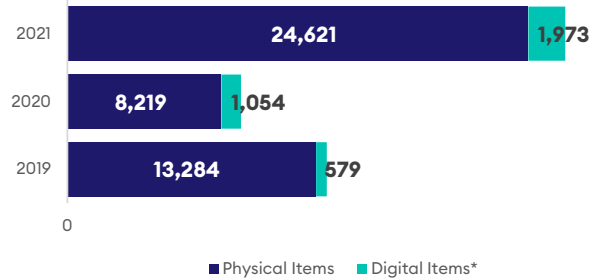
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Kelloggsville Branch Statistics

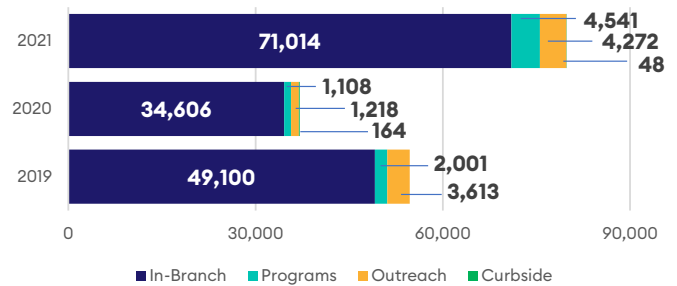
Regional Manager I: .....Anjie Gleisner  
 Regional Manager II: .....Karen Small  
 Physical Collection Size: .....7,940 (1.1% of total)  
 Building Size: .....6,500 sq ft  
 Public Computers: .....8  
 Staff: .....2.9 FTEs  
 Open Hours, School Year: ....14.5 hrs/wk  
 Open Hours, Summer: .....31 hrs/wk



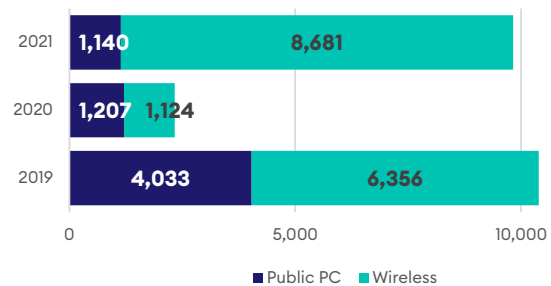
## Circulation



## People Served



## Computer Log-Ins



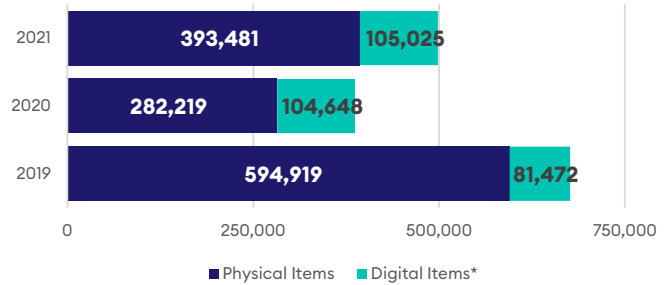
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Kentwood (Richard L. Root) Branch Statistics

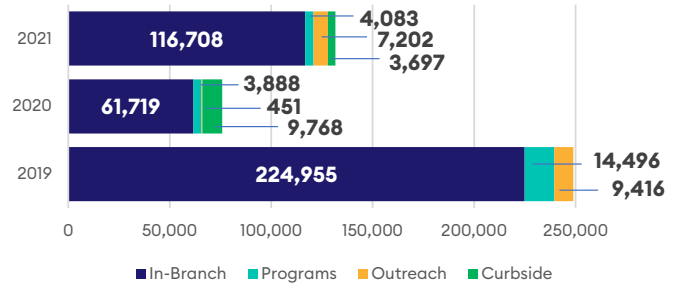
Regional Manager I: .....Cheryl Cammenga  
 Regional Manager II: .....Angela Culp  
 Physical Collection Size: .....60,168 (8.4% of total)  
 Building Size: .....45,489 sq ft  
 Public Computers: .....35  
 Staff: .....14.1 FTEs  
 Open Hours: .....62 hrs/wk



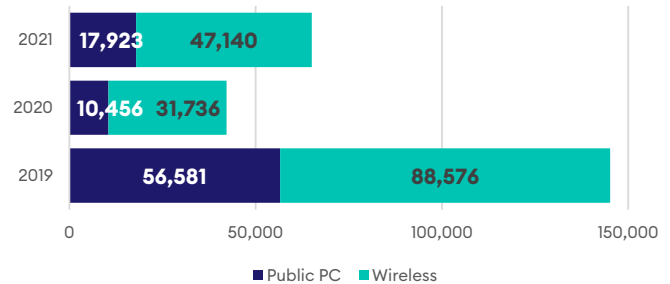
## Circulation



## People Served



## Computer Log-Ins



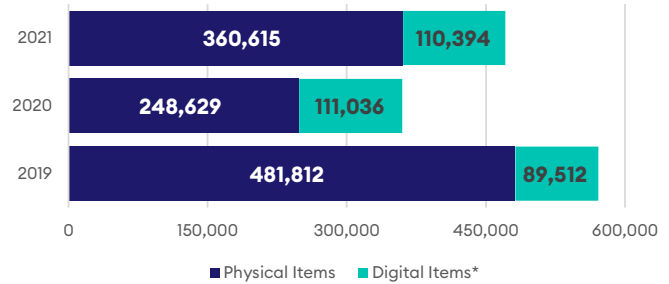
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Krause Memorial (Rockford) Branch Statistics

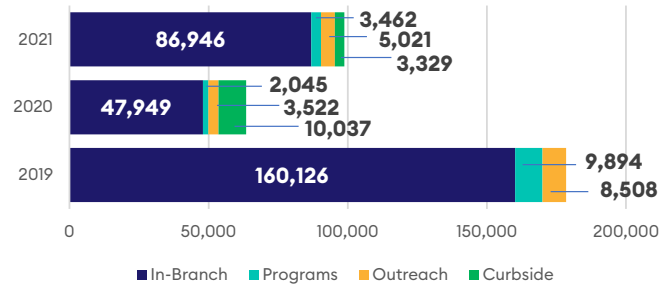
Regional Manager I: .....Jennifer German  
 Regional Manager II: .....Laura Youells  
 Physical Collection Size: .....38,822 (5.4% of total)  
 Building Size: .....9,500 sq ft  
 Public Computers: .....9  
 Staff: .....9.9 FTEs  
 Open Hours: .....54.5 hrs/wk



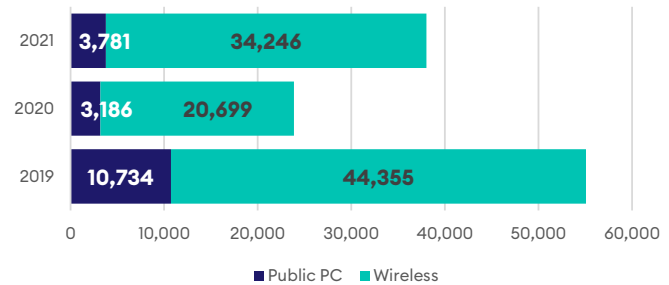
## Circulation



## People Served



## Computer Log-Ins



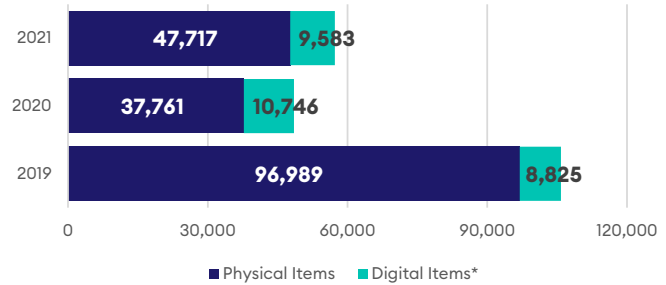
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Nelson Township Branch Statistics

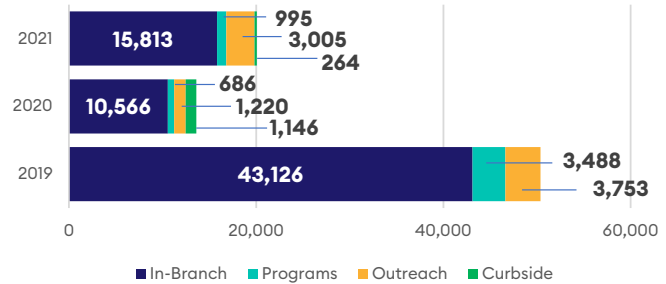
Regional Manager I: .....Jennifer German  
 Regional Manager II: .....Laura Youells  
 Physical Collection Size: .....15,438 (2.2% of total)  
 Building Size: .....8,736 sq ft  
 Public Computers: .....9  
 Staff: .....4.3 FTEs  
 Open Hours: .....42 hrs/wk



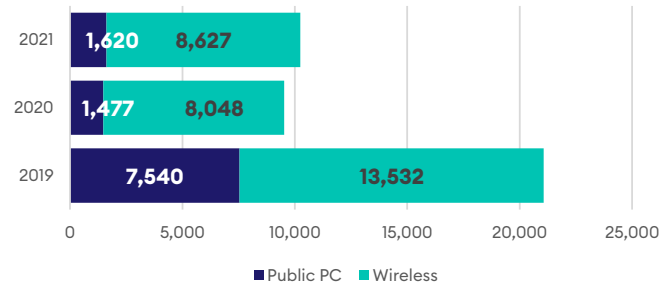
## Circulation



## People Served



## Computer Log-Ins



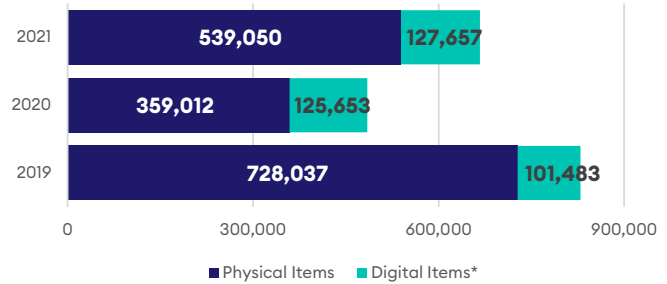
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Plainfield Township Branch Statistics

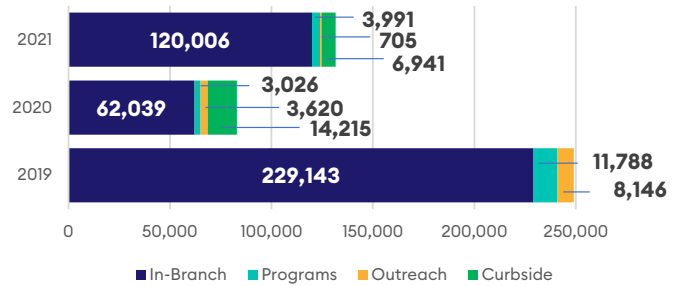
Regional Manager I: .....TBD  
 Regional Manager II: .....Tricia Hetrick  
 Physical Collection Size: .....70,912 (9.9% of total)  
 Building Size: .....26,420 sq ft  
 Public Computers: .....19  
 Staff: .....13.8 FTEs  
 Open Hours: .....62 hrs/wk



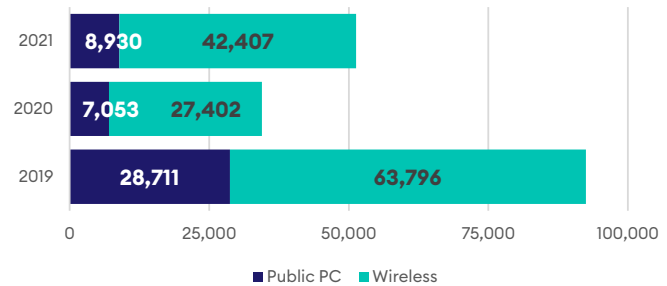
## Circulation



## People Served



## Computer Log-Ins



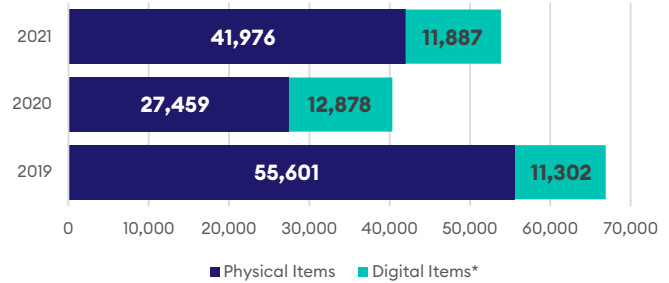
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Spencer Township Branch Statistics

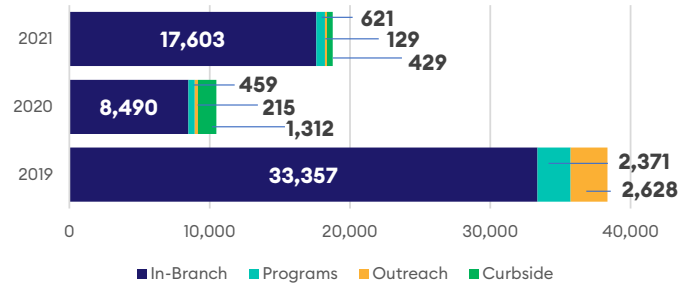
Regional Manager I: .....Jennifer German  
 Regional Manager II: .....Laura Youells  
 Physical Collection Size: .....10,061 (1.4% of total)  
 Building Size: .....2,000 sq ft  
 Public Computers: .....5  
 Staff: .....4.0 FTEs  
 Open Hours: .....40 hrs/wk



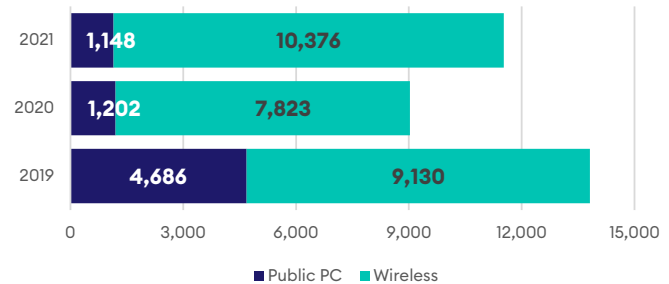
## Circulation



## People Served



## Computer Log-Ins



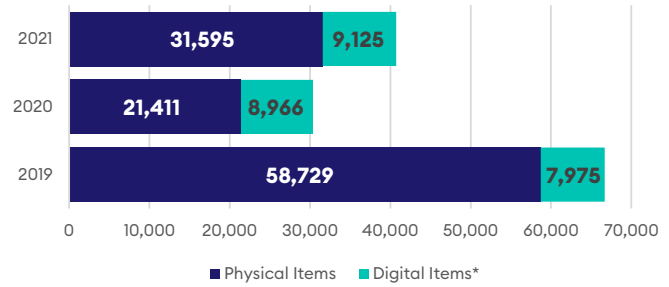
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Tyrone Township Branch Statistics

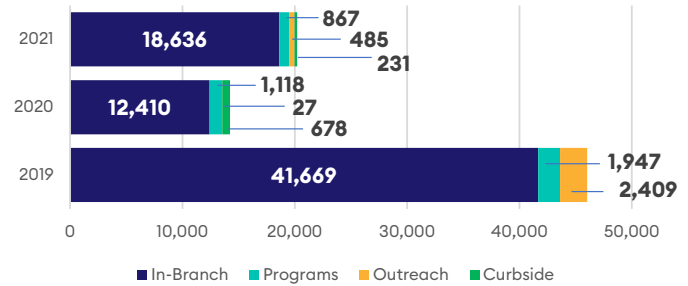
Regional Manager I: .....Liz Knapp  
 Regional Manager II: .....Craig Buno  
 Physical Collection Size: .....8,834 (1.2% of total)  
 Building Size: .....4,239 sq ft  
 Public Computers: .....7  
 Staff: .....4.3 FTEs  
 Open Hours: .....35.5 hrs/wk



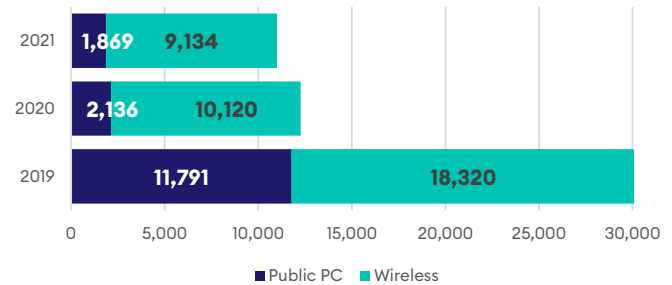
## Circulation



## People Served



## Computer Log-Ins



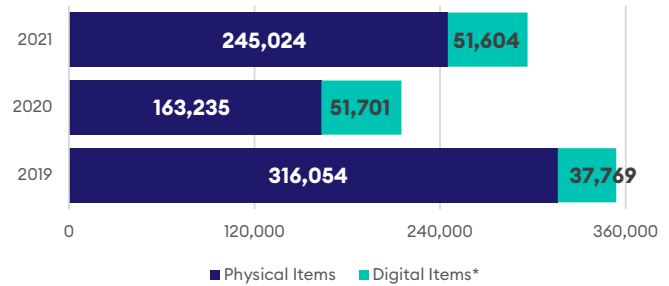
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Walker Branch Statistics

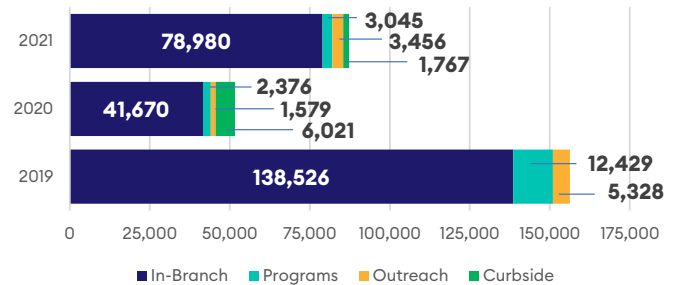
Regional Manager I: .....Liz Knapp  
 Regional Manager II: .....Craig Buno  
 Physical Collection Size: .....39,355 (5.5% of total)  
 Building Size: .....8,898 sq ft  
 Public Computers: .....9  
 Staff: .....7.7 FTEs  
 Open Hours: .....57 hrs/wk



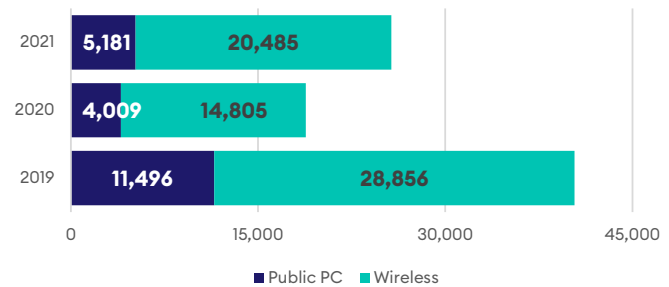
## Circulation



## People Served



## Computer Log-Ins



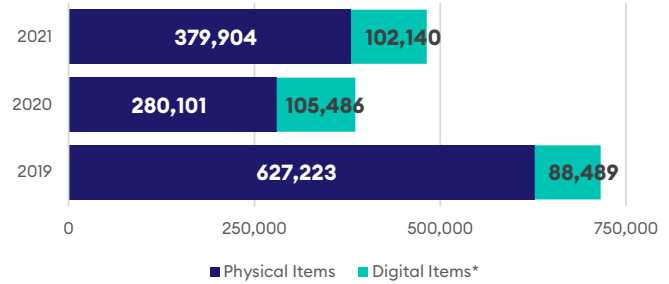
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Wyoming Branch Statistics

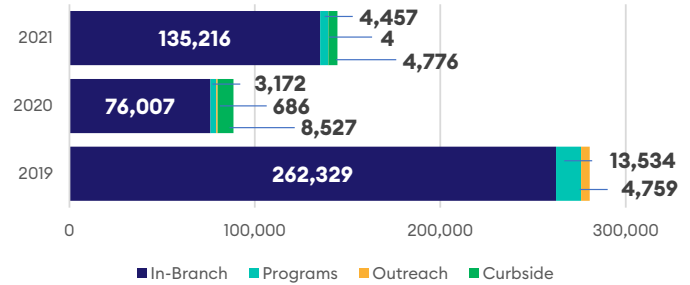
Regional Manager I: .....Anjie Gleisner  
 Regional Manager II: .....Karen Small  
 Physical Collection Size: .....65,011 (9.1% of total)  
 Building Size: .....48,950 sq ft  
 Public Computers: .....20  
 Staff: .....17.5 FTEs  
 Open Hours: .....62 hrs/wk



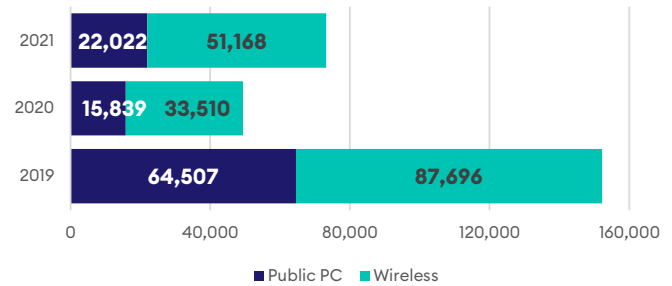
## Circulation



## People Served



## Computer Log-Ins



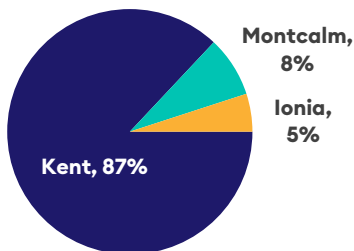
\*2019 data based upon cloudLibrary, 2020 is a combination of cloudLibrary and OverDrive and 2021 is OverDrive only. Does not include Hoopla and other digital resources.

# Talking Book and Braille Center

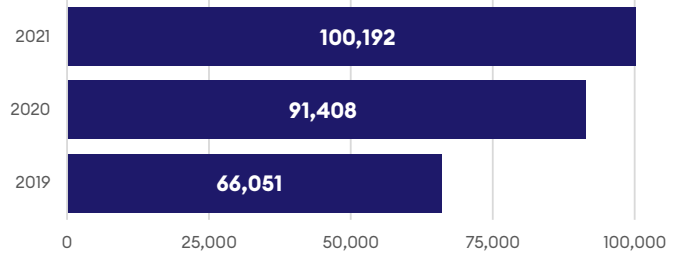
Accessibility and Inclusion Specialist:  
Shelley Roossien

The Talking Book & Braille Center (TBBC) is a national program that provides accessible reading material to anyone who cannot read standard print because of a visual or physical impairment. Kent District Library's TBBC serves Kent, Ionia and Montcalm counties under the direction of the Bureau of Services for Blind Persons Braille & Talking Book Library. In addition to providing Braille and audio materials (including audiobooks, described movies and audio magazines) to TBBC patrons, KDL has a suite of adaptive technology that includes a CCTV, a Braille embosser, a text-to-speech scanner and an accessible computer equipped with a large print keyboard, screen reading and Braille translation software packages.

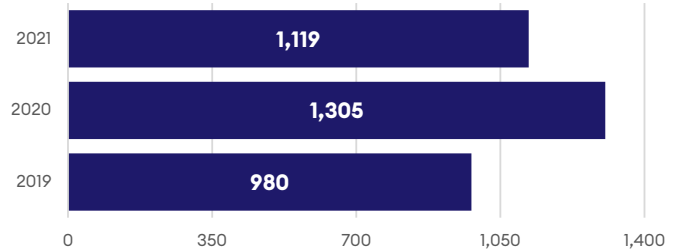
## Borrowers by County



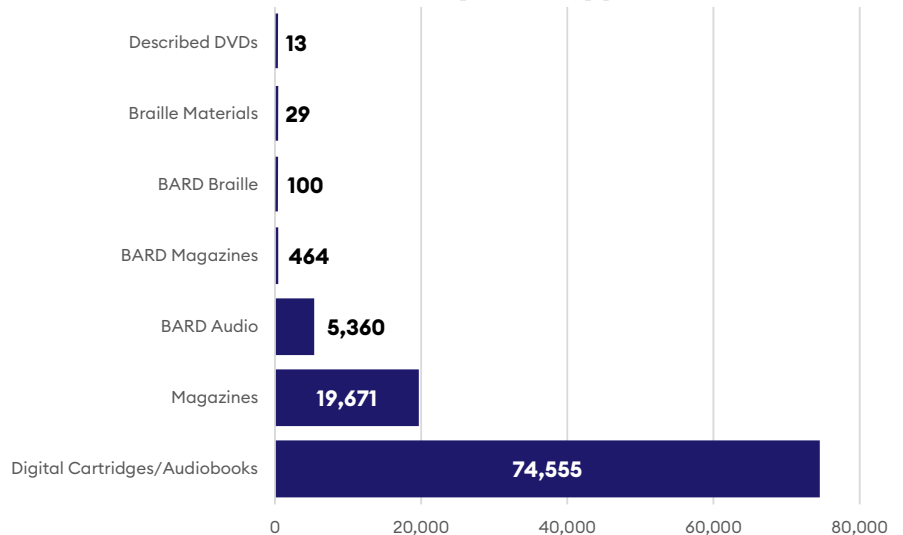
## Circulation



## Active Borrowers

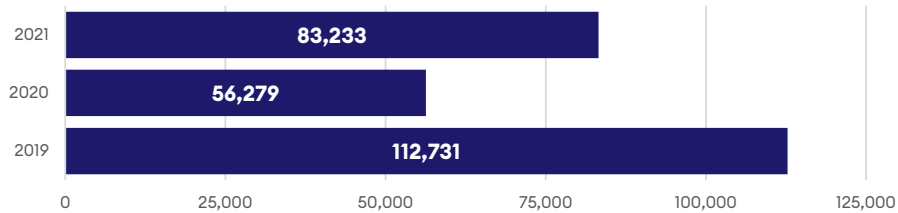


## Circulation by Item Type

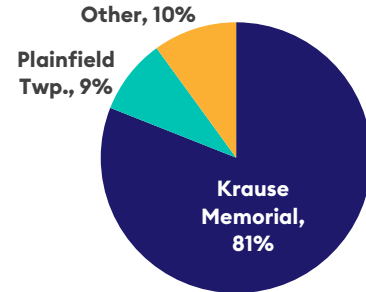


# Municipalities in the Kent District Service Area

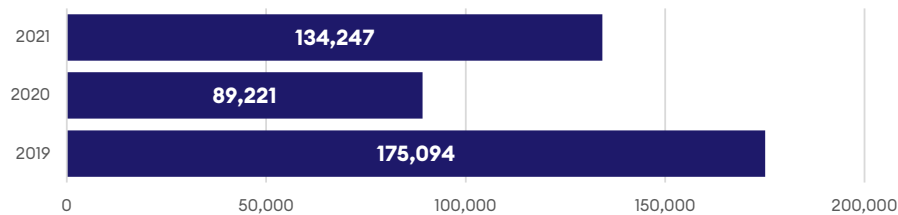
## Circulation by Algoma Township Residents



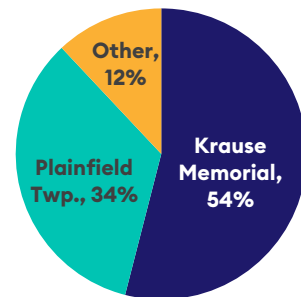
## Preferred KDL Location



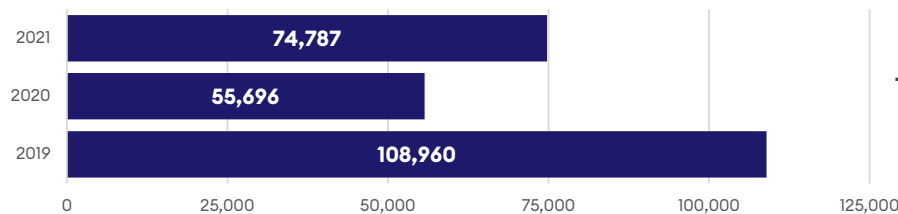
## Circulation by Cannon Township Residents



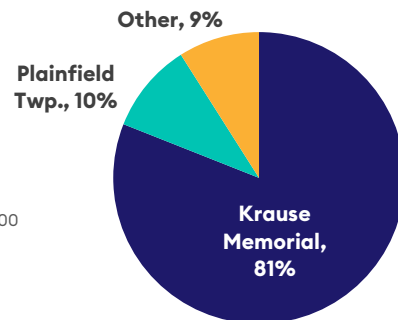
## Preferred KDL Location



## Circulation by Courtland Township Residents

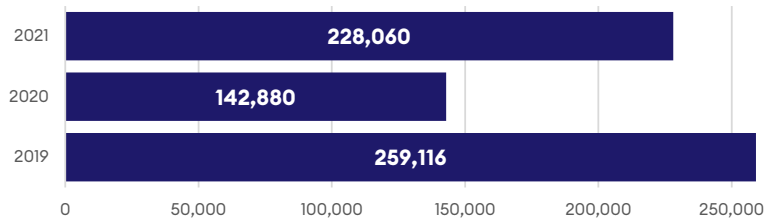


## Preferred KDL Location

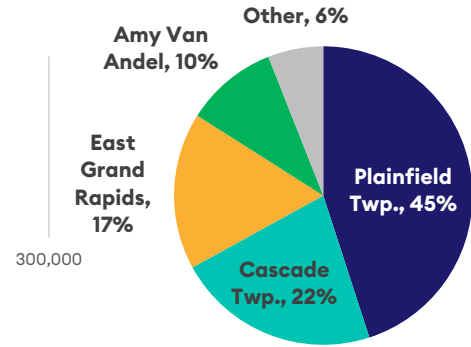


# Municipalities in the Kent District Service Area

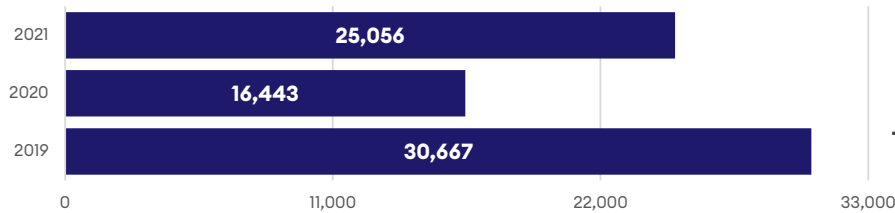
## Circulation by Grand Rapids Township Residents



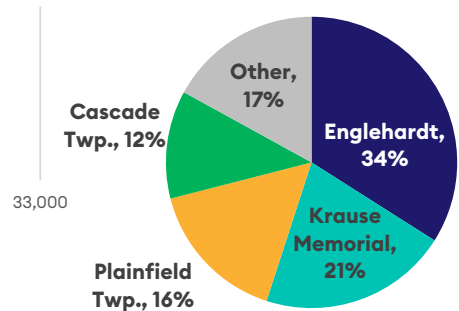
## Preferred KDL Location



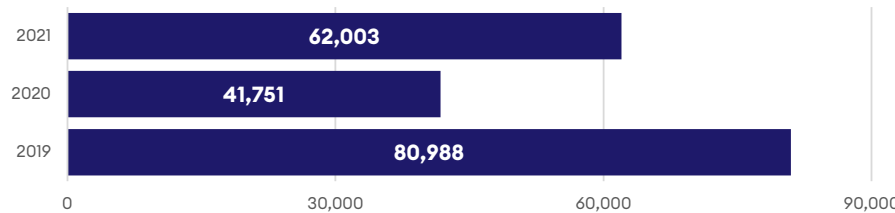
## Circulation by Grattan Township Residents



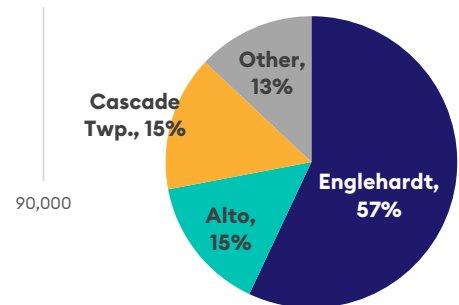
## Preferred KDL Location



## Circulation by Lowell Township Residents

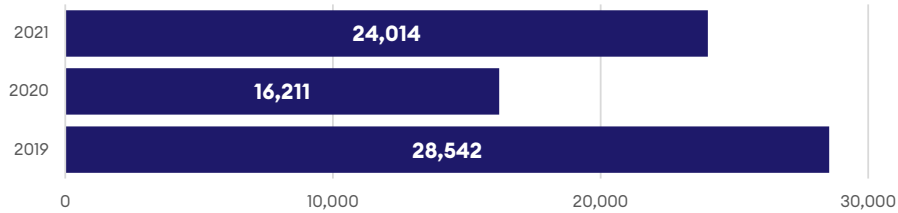


## Preferred KDL Location

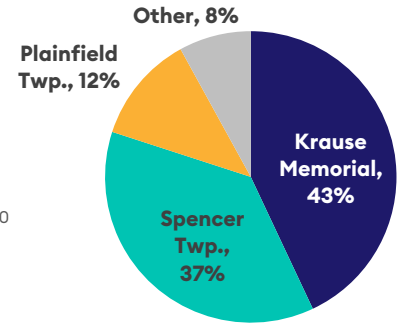


# Municipalities in the Kent District Service Area

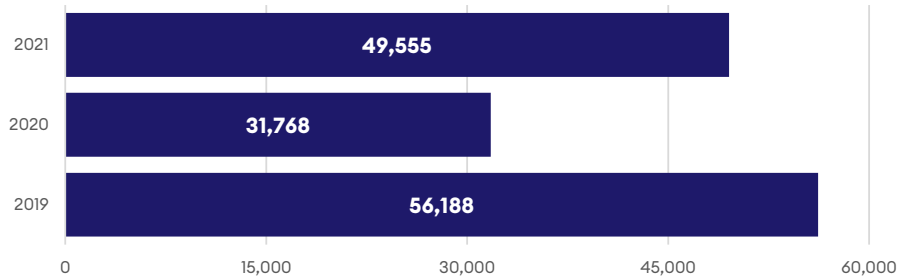
## Circulation by Oakfield Township Residents



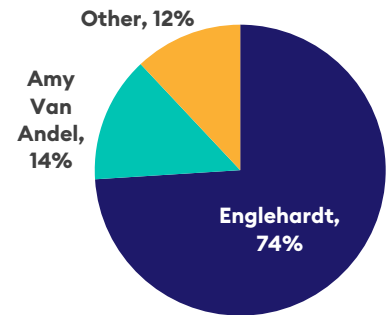
## Preferred KDL Location



## Circulation by Vergennes Township Residents

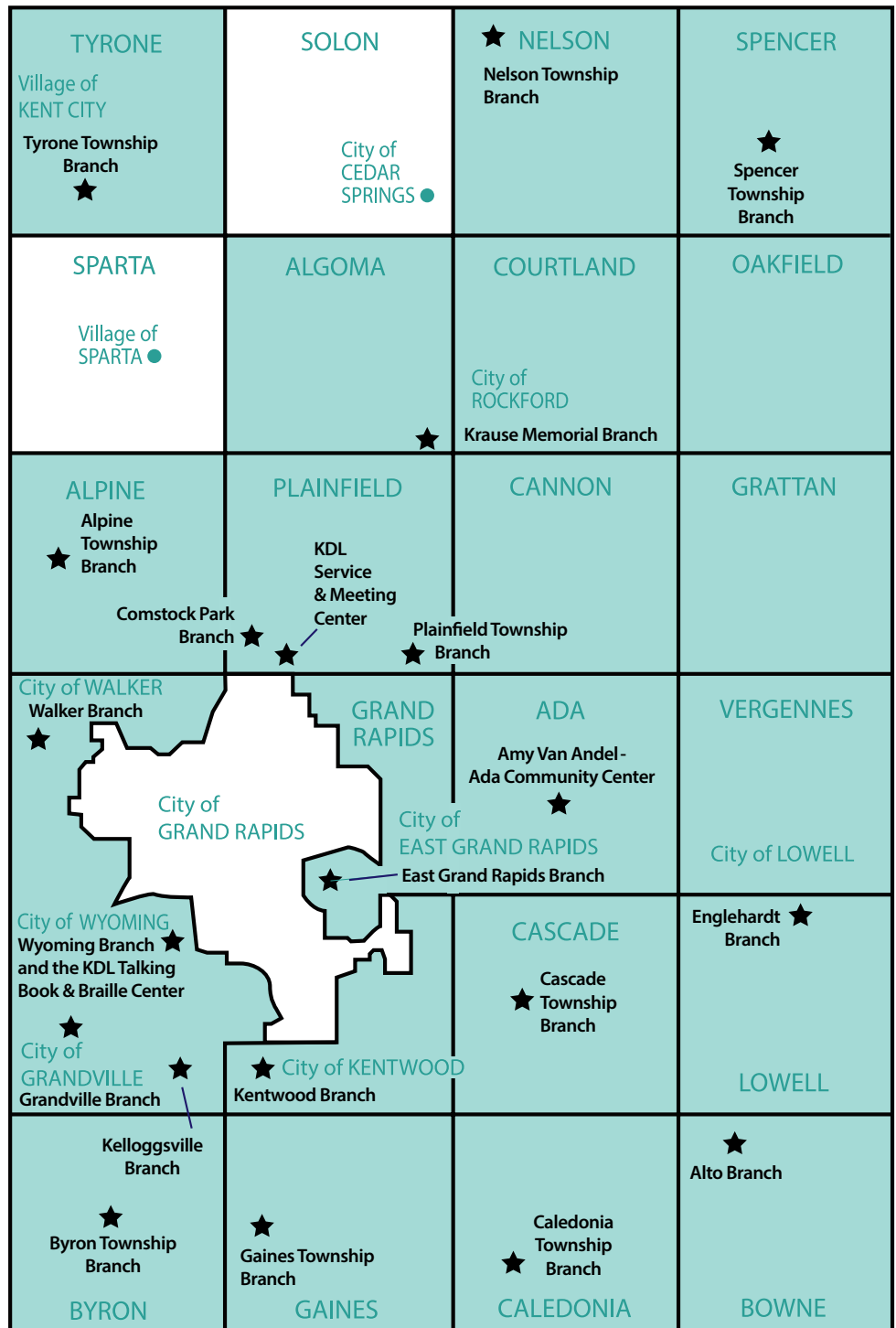


## Preferred KDL Location



# Kent District Library Service Area

The KDL service area includes all of Kent County except for the City of Grand Rapids, City of Cedar Springs, Solon Township, Sparta Township, the Village of Sparta and the portion of Bowne and Caledonia Townships within the Thornapple Kellogg school district.



# Peer Comparison - National (2019 Institute of Museum and Library Services data )

<i>Kent District Library ranks #1 for physical circulation per capita and #2 for library visits per capita</i>					Per Capita Data								
					Population of Legal Service Area	Total Operating Expenditures (millions)	Operating Expenditures	Physical Circulation	Circulation of Electronic Materials	Library Visits	Program Attendance	Public Internet Users	Wi-Fi Sessions
Library	City	ST	Population of Legal Service Area	Total Operating Expenditures (millions)	Operating Expenditures	Physical Circulation	Circulation of Electronic Materials	Library Visits	Program Attendance	Public Internet Users	Wi-Fi Sessions	Books	Collection Expense
<b>Kent District Library</b>	<b>Comstock Park</b>	<b>MI</b>	<b>395,660</b>	<b>\$22.7</b>	<b>\$57</b>	<b>17.15</b>	<b>2.33</b>	<b>6.83</b>	<b>0.44</b>	<b>0.95</b>	<b>2.14</b>	<b>1.9</b>	<b>\$10</b>
<b>Population (+/- 10%)</b>													
Toledo-Lucas County Public Library	Toledo	OH	441,815	\$37.8	\$86	9.19	2.14	5.75	0.35	1.34	6.85	2.8	\$8
East Baton Rouge Parish Library	Baton Rouge	LA	440,059	\$37.8	\$86	4.96	2.09	5.81	0.95	1.19	2.79	3.5	\$12
Jefferson Parish Library	Metairie	LA	432,493	\$19.3	\$45	2.77	0.45	2.91	0.13	0.51	0.62	1.7	\$7
Sarasota County Public Libraries	Sarasota	FL	426,275	\$12.8	\$30	5.49	0.74	4.09	0.40	0.36	0.58	1.7	\$3
Dakota County Library	Eagan	MN	425,423	\$13.8	\$32	8.49	1.67	3.59	0.15	0.49	1.27	1.4	\$5
Carnegie Library of Pittsburgh	Pittsburgh	PA	399,948	\$34.1	\$85	12.04	1.57	6.81	0.55	1.14	1.06	3.8	\$12
Cleveland Public Library	Cleveland	OH	398,453	\$56.3	\$141	11.84	3.10	5.97	0.82	1.71	1.87	8.0	\$19
Rangeview Library District	Thornton	CO	394,587	\$18.8	\$48	4.11	1.37	2.64	0.21	0.53	0.24	0.7	\$7
Pioneer Library System	Norman	OK	394,333	\$17.7	\$45	6.46	1.53	4.07	0.43	0.61	0.22	1.3	\$8
New Orleans Public Library	New Orleans	LA	390,144	\$17.3	\$44	4.63	0.58	4.01	0.24	0.99	0.51	1.3	\$6
Loudoun County Public Library	Leesburg	VA	385,327	\$18.4	\$48	11.80	2.54	5.40	0.96	0.69	0.85	1.5	\$6
Solano County Library	Fairfield	CA	384,673	\$18.7	\$49	3.47	0.32	3.78	0.40	0.59	0.57	1.1	\$3
Richland County Public Library	Columbia	SC	384,504	\$28.9	\$75	7.85	3.49	3.98	0.15	1.45	2.75	1.8	\$11
Pal Public Library Cooperative	Bronson	FL	381,904	\$22.4	\$59	8.38	2.43	3.87	0.47	0.93	1.21	1.7	\$7
Akron-Summit County Public Library	Akron	OH	377,588	\$27.4	\$72	10.20	1.59	5.25	0.39	0.85	1.99	3.0	\$10
Saint Charles City-County Library District	St. Peters	MO	360,485	\$18.4	\$51	14.25	2.06	4.84	0.43	0.46	0.26	1.5	\$9
<b>Budget (+/- 10%)</b>													
Douglas County Libraries	Castle Rock	CO	342,847	\$23.9	\$70	15.96	3.76	4.94	0.52	0.34	2.49	1.4	\$11
DeKalb County Public Library	Decatur	GA	750,778	\$23.2	\$31	3.27	0.82	3.08	0.15	2.31	0.38	1.2	\$3
Pal Public Library Cooperative	Bronson	FL	381,904	\$22.4	\$59	8.38	2.43	3.87	0.47	0.93	1.21	1.7	\$7
Kansas City Public Library	Kansas City	MO	218,765	\$21.8	\$100	5.67	3.14	7.56	0.57	2.68	0.67	2.7	\$10
Gwinnett County Public Library System	Lawrenceville	GA	966,881	\$20.9	\$22	3.95	0.68	2.87	0.28	1.99	1.00	0.9	\$2
Madison Public Library	Madison	WI	275,445	\$20.7	\$75	10.73	1.68	6.40	0.43	0.83	9.48	2.1	\$4
Harford County Public Library	Belcamp	MD	251,032	\$20.6	\$82	11.18	2.30	6.15	1.41	0.93	1.11	2.2	\$11
Louisville Free Public Library	Louisville	KY	770,377	\$20.6	\$27	3.87	0.61	3.03	0.32	0.84	0.24	1.6	\$3

# State Comparison (2019-2020 Michigan Public Library Statistics)

Library	Collection Turnover	Number of Registered Borrowers	% of Operating Expenditures On Materials	Total Annual Visits	Total Circulation (All Materials)	Circulation of Electronic Materials	Total Operating Expenditures	Total Operating Income	Total Program Attendance (in-person and virtual)	Public PC Sessions	Wi-Fi Sessions
<b>Kent District Library</b>	<b>6.0</b>	<b>174,795</b>	<b>15.7%</b>	<b>2,597,751</b>	<b>7,657,150</b>	<b>1,010,852</b>	<b>\$23,584,655</b>	<b>\$25,698,639</b>	<b>478,617</b>	<b>347,635</b>	<b>906,673</b>
<b>KDL Michigan Ranking</b>	<b>2nd</b>	<b>1st</b>	<b>2nd</b>	<b>1st</b>	<b>1st</b>	<b>1st</b>	<b>2nd</b>	<b>2nd</b>	<b>1st</b>	<b>1st</b>	<b>2nd</b>
Ann Arbor District Library	10.8	59,935	10.5%	1,223,413	5,872,394	936,633	\$15,771,904	\$18,042,413	134,398	88,089	2,565,500
Capital Area District Libraries	3.1	76,472	13.9%	1,071,352	2,501,486	576,849	\$12,087,428	\$12,440,115	224,347	193,876	213,940
Clinton-Macomb Public Library	4.6	150,799	15.5%	622,143	1,823,206	112,635	\$6,263,183	\$8,349,392	83,119	110,469	79,310
Detroit Public Library	0.2	112,034	3.2%	2,214,811	427,759	170,349	\$33,311,356	\$28,379,385	169,123	174,088	170,888
Genesee District Library	2.1	142,664	16.1%	938,777	1,441,580	363,728	\$10,556,522	\$9,552,974	36,585	144,021	62,209
Grand Rapids Public Library	1.3	59,906	12.4%	452,094	1,170,625	424,512	\$11,336,021	\$12,280,560	32,728	67,738	194,241
Jackson District Library	3.1	54,906	13.7%	529,562	1,788,644	216,860	\$7,948,197	\$9,039,399	113,212	160,675	59,014
Monroe County Library System	2.2	25,015	9.9%	146,120	1,046,264	139,681	\$7,925,691	\$8,163,607	138,273	167,432	45,634
Saint Clair County Library System	1.1	58,832	11.1%	459,004	529,242	70,995	\$4,693,782	\$5,169,510	27,335	72,290	28,097
Sterling Heights Public Library	1.5	62,882	9.3%	149,962	492,664	111,657	\$2,816,554	\$2,816,555	75,411	35,843	92,418
Warren Public Library	1.4	56,345	9.0%	180,391	533,409	54,468	\$3,896,934	\$5,457,636	18,071	38,799	80,765



814 W. River Center Dr. NE, Comstock Park, MI 49321 // [kdl.org](http://kdl.org)

Kent District Library is a public library system operating 20 branch libraries and a Bookmobile that serve more than 439,000 residents of 27 different municipalities throughout Kent County. KDL enriches lives by providing information, ideas and excitement. It is an IRS-designated 501(c)(3) nonprofit supported by millage dollars and private donations. KDL is a member of the Lakeland Library Cooperative. For more information, visit [kdl.org](http://kdl.org).

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**PROCLAMATION**

**NATIONAL NIGHT OUT 2022**

**August 2, 2022**

*WHEREAS, the National Association of Town Watch is sponsoring a special, coast-to-coast community crime prevention project on the evening of August 2, 2022, called “National Night Out”; and*

*WHEREAS, it is essential that all citizens in the City of Wyoming be aware of the importance of crime prevention programs and the positive impact that their participation can have on reducing crime in our neighborhoods; and*

*WHEREAS, “National Night Out” provides an opportunity for the City of Wyoming to join forces with hundreds of other communities across the country in support of safer neighborhoods and to demonstrate the success of cooperative crime prevention efforts; and*

*WHEREAS, we the City of Wyoming, thank our Public Safety Service providers who have continued to demonstrate their dedication in the face of most extreme circumstances; and*

*WHEREAS, neighborhood spirit and cooperation is the theme of the “National Night Out” project and is also the key ingredient in helping the Wyoming Police Department to fight crime; and*

*NOW, THEREFORE, I, JACK POLL, Mayor of the City of Wyoming, Michigan do hereby call upon all the citizens of the City of Wyoming to join the National Association of Town Watch in supporting and participating in “National Night Out” on Tuesday, August 2, 2022.*

*BE IT FURTHER RESOLVED THAT I, JACK A. POLL, Mayor of the City of Wyoming, Michigan do hereby proclaim Tuesday, August 2, 2022, as:*

**NATIONAL NIGHT OUT**

*in the City of Wyoming.*

---

**JACK POLL, MAYOR**  
*City of Wyoming, Michigan*

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: August 1, 2022**

**Budget Amendment No. 008**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$524,817 of budgetary authority and recognize related grant revenue of \$524,817 for the Cooperative 21st Century Learning Center Agreement (Cohort K) with Wyoming Public Schools as per resolution #27367, approved June 6, 2022, and final award allocation by the State of Michigan.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Parks and Recreation Fund</u></b>				
Federal Grant 21st Century Cohort K 208-526.006	70,307.00	524,817.00		595,124.00
21st Century Cohort K - Salaries 208-752-76112-706.000	46,338.00		1,244.00	45,094.00
21st Century Cohort K - Salaries - Temporary Salaries 208-752-76112-707.000	-	418,698.00		418,698.00
21st Century Cohort K - FICA 208-752-76112-715.000	3,548.00	31,932.00		35,480.00
21st Century Cohort K - Hospitalization 208-752-76112-716.000	9,988.00	20,270.00		30,258.00
21st Century Cohort K - Life Insurance 208-752-76112-717.000	52.00		1.00	51.00
21st Century Cohort K - Pension 208-752-76112-718.000	3,170.00	10,390.00		13,560.00
21st Century Cohort K - Pension DC Plan 208-752-76112-718.100	3,620.00		12.00	3,608.00
21st Century Cohort K - Pension Retiree Health 208-752-76112-718.200	2,136.00	1,021.00		3,157.00
21st Century Cohort K - Workers Comp Insurance 208-752-76112-719.000	783.00	12,449.00		13,232.00
21st Century Cohort K - CIP and Longevity 208-752-76112-721.000	38.00		13.00	25.00
21st Century Cohort K - Operating Supplies 208-752-76112-740.000	-	12,840.00		12,840.00
21st Century Cohort K - Software Services 208-752-76112-806.000	-	192.00		192.00
21st Century Cohort K - Travel and Training 208-752-76112-860.000	-	1,600.00		1,600.00
21st Century Cohort K - Insurance Liability 208-752-76112-910.000	634.00	6,625.00		7,259.00
21st Century Cohort K - Other Services 208-752-76112-956.000	-	10,070.00		10,070.00
Fund Balance/Working Capital (Fund 208)		-		

CITY OF WYOMING BUDGET AMENDMENT

Date: August 1, 2022

Budget Amendment No. 008

Recommended: *Hymelisa J. Suber*  
Senior Accountant

*C. J. Phillips*  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

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

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

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

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: August 1, 2022**

**Budget Amendment No. 009**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$532,993 of budgetary authority and recognize related grant revenue of \$533,043 for the Cooperative 21st Century Learning Center Agreement (Cohort L-1) with Wyoming Public Schools as per resolution #27367, approved June 6, 2022.

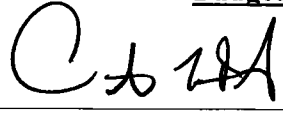
<b><u>Description/Account Code</u></b>	<b><u>Current</u></b>	<b><u>Increase</u></b>	<b><u>Decrease</u></b>	<b><u>Amended</u></b>
<b><u>Parks and Recreation Fund</u></b>				
Federal Grant 21st Century Cohort L-1 208-526.007	70,307.00	533,043.00		603,350.00
21st Century Cohort L-1 - Salaries 208-752-76113-706.000	46,388.00		1,294.00	45,094.00
21st Century Cohort L-1 - Salaries - Temporary Salaries 208-752-76113-707.000	-	445,693.00		445,693.00
21st Century Cohort L-1 - FICA 208-752-76113-715.000	3,548.00	33,997.00		37,545.00
21st Century Cohort L-1 - Hospitalization 208-752-76113-716.000	9,988.00	16,181.00		26,169.00
21st Century Cohort L-1 - Pension 208-752-76113-718.000	3,170.00	10,390.00		13,560.00
21st Century Cohort L-1 - Pension DC Plan 208-752-76113-718.100	3,620.00		12.00	3,608.00
21st Century Cohort L-1 - Pension Retiree Health 208-752-76113-718.200	2,136.00	1,021.00		3,157.00
21st Century Cohort L-1 - Workers Comp Insurance 208-752-76113-719.000	783.00	13,260.00		14,043.00
21st Century Cohort L-1 - CIP and Longevity 208-752-76113-721.000	38.00		13.00	25.00
21st Century Cohort L-1 - Operating Supplies 208-752-76113-740.000	-	327.00		327.00
21st Century Cohort L-1 - Software Services 208-752-76113-806.000	-	192.00		192.00
21st Century Cohort L-1 - Travel and Training 208-752-76113-860.000	-	500.00		500.00
21st Century Cohort L-1 - Insurance Liability 208-752-76113-910.000	634.00	7,203.00		7,837.00
21st Century Cohort L-1 - Other Services 208-752-76113-956.000	-	5,548.00		5,548.00
Fund Balance/Working Capital (Fund 208)		50.00	-	

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: August 1, 2022**

**Budget Amendment No. 009**

Recommended:   
Senior Accountant

  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

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

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

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

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: August 1, 2022**

**Budget Amendment No. 010**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$218,249 of budgetary authority and recognize related grant revenue of \$218,249 for the Cooperative 21st Century Learning Center Agreement (Cohort L-2) with Wyoming Public Schools as per resolution #27367, approved June 6, 2022.

<b><u>Description/Account Code</u></b>	<b><u>Current</u></b>	<b><u>Increase</u></b>	<b><u>Decrease</u></b>	<b><u>Amended</u></b>
<b><u>Parks and Recreation Fund</u></b>				
Federal Grant 21st Century Cohort L-2 208-526.008	26,792.00	218,249.00		245,041.00
21st Century Cohort L-2 - Salaries 208-752-76114-706.000	17,653.00		474.00	17,179.00
21st Century Cohort L-2 - Salaries - Temporary Salaries 208-752-76114-707.000	-	179,578.00		179,578.00
21st Century Cohort L-2 - FICA 208-752-76114-715.000	1,353.00	13,699.00		15,052.00
21st Century Cohort L-2 - Hospitalization 208-752-76114-716.000	3,805.00	9,793.00		13,598.00
21st Century Cohort L-2 - Pension 208-752-76114-718.000	1,209.00	3,957.00		5,166.00
21st Century Cohort L-2 - Pension DC Plan 208-752-76114-718.100	1,381.00		7.00	1,374.00
21st Century Cohort L-2 - Pension Retiree Health 208-752-76114-718.200	815.00	388.00		1,203.00
21st Century Cohort L-2 - Workers Comp Insurance 208-752-76114-719.000	299.00	5,339.00		5,638.00
21st Century Cohort L-2 - CIP and Longevity 208-752-76114-721.000	15.00		4.00	11.00
21st Century Cohort L-2 - Operating Supplies 208-752-76114-740.000	-	187.00		187.00
21st Century Cohort L-2 - Software Services 208-752-76114-806.000	-	74.00		74.00
21st Century Cohort L-2 - Travel and Training 208-752-76114-860.000	-	350.00		350.00
21st Century Cohort L-2 - Insurance Liability 208-752-76114-910.000	242.00	2,891.00		3,133.00
21st Century Cohort L-2 - Other Services 208-752-76114-956.000	-	2,478.00		2,478.00
Fund Balance/Working Capital (Fund 208)		-	-	

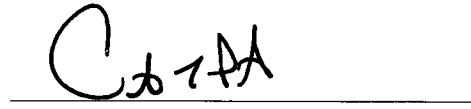
CITY OF WYOMING BUDGET AMENDMENT

Date: August 1, 2022

Budget Amendment No. 010

Recommended:

  
Senior Accountant

  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

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

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

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

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

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON PROPOSED  
SPECIAL ASSESSMENT ROLL #22-813

WHEREAS:

1. At its meeting of August 1, 2022, the city council adopted a resolution determining to proceed with the construction and installation of shared-use path, curbs, gutters, driveway approaches, and street improvements within the Plaster Creek Boulevard right-of-way from Buchanan Avenue to Division Avenue South (the "Project"), determined to specially assess a portion of the Project costs to property within Special Assessment District #22-813 comprised of the parcels listed in Exhibit A, determined to allow payment of those special assessments in 15 installments of principal plus interest at the rate of 4.65% per annum, and directed the city manager to provide for the preparation and filing of a proposed special assessment roll.
2. The city manager, in collaboration with other city staff including the city assessor caused to be prepared and filed with the city clerk proposed Special Assessment Roll #22-813 that apportions the amount to be specially assessed against the parcels in Special Assessment District #22-813 in proportion to the benefits each parcel receives from the Project.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The city council will hold a public hearing regarding proposed Special Assessment Roll #22-813, at 7:01 p.m. on Monday, August 15, 2022, at Brann's Steakhouse, 4157 Division Avenue S, Wyoming, Michigan.
2. The city clerk shall provide notice of the public hearing in the form attached as Exhibit B as follows:
  - a. Published once in the *Grand Rapids Press* not less than 5 days before the hearing date; and
  - b. By first class mail to each owner of or other party in interest in each parcel in Special Assessment District #22-813, as shown on the city most recent property tax roll at least 10 days before the hearing date.
3. All resolution and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried            Yes  
                                      No

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on August 1, 2022.

---

Kelli A. VandenBerg, Wyoming City Clerk

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

**EXHIBIT A**  
**SPECIAL ASSESSMENT DISTRICT #22-813**

Address	2450 BUCHANAN AVE
Parcel Number	41-17-12-426-017
Address	111 PLASTER CREEK BLVD
Parcel #	41-17-12-430-022
Address	101 PLASTER CREEK BLVD
Parcel Number	41-17-12-430-012
Address	81 PLASTER CREEK BLVD
Parcel Number	41-17-12-430-013
Address	71 PLASTER CREEK BLVD
Parcel Number	41-17-12-430-014
Address	61 PLASTER CREEK BLVD
Parcel Number	41-17-12-430-024
Address	2461 S DIVISION AVE
Parcel Number	41-17-12-431-021

EXHIBIT B  
FORM OF NOTICE



NOTICE OF PUBLIC HEARING  
ON PROPOSED SPECIAL ASSESSMENT ROLL #22-813

The City Council of the City of Wyoming will hold a public hearing on Monday, August 15, 2022, at 7:01 p.m. local time, at Brann's Steakhouse, 4157 Division Avenue S, Wyoming, Michigan, on proposed Special Assessment Roll #22-813 pursuant to which the city will specially assess \$103,115.43 of the costs of the Project (i.e. construction and installation of curbs, gutters, driveway aprons, shared-use path and street improvements within the Plaster Creek Boulevard right-of-way from Buchanan Avenue to Division Avenue S) against the following parcels that comprise Special Assessment District #22-813.

The special assessments can be paid in up to 15 installments of principal plus interest accrued on the unpaid balance at the rate of 4.65% per annum. The entire special assessment may be paid in full without interest not later than September 30, 2022.

The property included in proposed Special Assessment District # 21-810 is:

Address	2450 BUCHANAN AVE	Address	71 PLASTER CREEK BLVD
Parcel Number	41-17-12-426-017	Parcel Number	41-17-12-430-014
Address	111 PLASTER CREEK BLVD	Address	61 PLASTER CREEK BLVD
Parcel #	41-17-12-430-022	Parcel Number	41-17-12-430-024
Address	101 PLASTER CREEK BLVD	Address	2461 S DIVISION AVE
Parcel Number	41-17-12-430-012	Parcel Number	41-17-12-431-021
Address	81 PLASTER CREEK BLVD		
Parcel Number	41-17-12-430-013		

A copy of proposed Special Assessment Roll #22-813, and a copy of the Project plans and specifications, the Project cost estimate, City Manager's Project recommendations, and proposed special assessment roll are on file in the Wyoming City Clerk's office in the Wyoming City Hall, 1155 28<sup>th</sup> St SW, Wyoming, MI, where they can be inspected. They are also available on the city's website at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Projects>.

Appearance and protest at the public hearing on the special assessment proceedings is required in order to appeal any resulting special assessment to the Michigan Tax Tribunal. Any appeal must be filed with 30 days after confirmation of the special assessment roll. An owner or party in interest, or that person's agent, may appear in person at the hearing to protest the special assessment, or may file an appearance or protest by letter and that person's personal appearance shall not be required.

Kelli A. VandenBerg, Wyoming City Clerk

## STAFF REPORT

Date: July 26, 2022  
Subject: Plaster Creek Boulevard Special Assessment – SA Resolutions #2 & #3 – Approving Project and Scheduling Hearing on Special Assessment Roll  
From: Jeff Oonk, Senior Civil Engineer  
Meeting Date: August 1, 2022

---

### **RECOMMENDATION:**

It is recommended that the City Council adopt (i) Special Assessment Resolution #2 Determining to Proceed with Public Improvements in Plaster Creek Boulevard from Buchanan Avenue, SW to Division Avenue South and to Specially Assess Some of the Project Costs Against Property in Special Assessment District #22-813, and (ii) Special Assessment Resolution #3 Scheduling a Public Hearing on Special Assessment Roll #22-813.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Reliable infrastructure is critical providing safe travel within the city as well as for safe water supply and safe disposal of stormwater and sanitary sewage. It is appropriate to apportion the costs between owners of property specially benefitting from such improvements and the public at large.

### **DISCUSSION:**

Proposed improvements within and along Plaster Creek Boulevard between Buchanan Avenue, SW and Division Avenue South includes construction of a new street with concrete curb and gutter, new drive approaches, and new shared-use path along the south side of Plaster Creek Boulevard.

As previously explained, pursuant to a long-standing City Council policy and incorporated formula, \$103,115.43 of the total project cost of \$1,363,483.10 would be specially assessed against 24 parcels specially benefitting from these improvements. It is proposed that the special assessments be paid in 15 installments within interest at 4.65% per annum.

Following the public hearing on the improvements and the proposed special assessment district, the Council will be asked to consider two resolutions to further the project. One approves the project, the cost estimate, the proposed special assessment district, the proposed amount to be assessed, the number of installments and interest rate. It then directs the preparation of a proposed special assessment roll. In anticipation of the Council's approval of that resolution, staff has prepared the proposed special assessment roll using the formula approved as a part of the Council's special assessment policy. Therefore, staff is also asking Council to consider the third special assessment resolution to schedule the public hearing on the proposed special assessment roll for the next Council meeting on August 15. That resolution requires mailing and publication of a notice of the hearing.

### **BUDGET IMPACT:**

Project is financed with Federal Transportation Alternative funds (Shared-use path only) and local funds out of the Major Street Fund 202-441-46300-972.502.

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

RESOLUTION TO APPROVE APPLICATION AND SET A PUBLIC HEARING  
REGARDING THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS:

1. The City of Wyoming Department of Public Safety requests approval to submit an application for the Edward Byrne Memorial Justice Assistance Grant in the amount of \$32,002.
2. If awarded, the grant funds would be used toward the procurement of equipment, technology, and other items directly related to basic law enforcement functions.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby set a public hearing to be held on Monday, August 15, 2022, at 7:02 p.m., for the purpose of receiving public comment on the use of the 2022 Edward Byrne Memorial Justice Grant Funds for program activities.
2. The City of Wyoming sets that the form of the notice to be published as follows:

Notice of Public Hearing  
Edward Byrne Memorial Justice Assistance Grant

The City Council of the City of Wyoming will hold a public hearing on Monday, August 15, 2022, at 7:02 p.m. at Brann's Steakhouse, 4157 Division Avenue S, for the purpose of receiving comment on the use of the 2022 Edward Byrne Memorial Justice Assistance Grant for program activities. The total amount of the funds to be received for 2022 is \$32,002. For information on the proposed program activities contact Wyoming Police Captain Tim Pols at polst@wyomingmi.gov. Written comments may be submitted to the City Clerk at 1155 28<sup>th</sup> Street SW, Wyoming, MI 49509.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                      No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 1, 2022.

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

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

## STAFF REPORT

Date: July 26, 2022  
Subject: 2022 Edward Byrne Memorial Justice Assistance Grant  
From: Captain Timothy Pols  
Meeting Date: August 1, 2022

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### **RECOMMENDATION:**

It is recommended City Council authorize application for the 2022 Byrne Grant and set a public hearing on the matter.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The Edward Byrne Memorial Justice Assistance Grant, which we refer to as the Byrne Grant, is a federal grant meant to assist law enforcement with technology, equipment, or programs that an agency could not otherwise afford or fully fund. We have participated in this grant for the last many years. This year, the Department of Public Safety—Police is eligible for \$32,002 in Byrne Grant funds. There is no required match, and the money allows us to implement technology and deploy equipment not otherwise funded. This year we specifically hope to utilize Byrne monies for technology which will allow us to:

- engage our citizens through an automated survey tool,
- complete our deployment schedule through a cloud-based process,
- provide a central, standardized system for tracking and documenting field training for new officers.
- A drone which will assist in the investigation and documentation of crime scenes, crash scenes, and other incidents. Drones also will have an impact on employee safety as they allow information to be collected without potentially putting an officer in harm's way.

### **DISCUSSION:**

Power DMS has several different web-based platforms available for various law enforcement tasks. The Police Department has been utilizing one of their products, called Power DMS, to manage CALEA accreditation workflow for approximately six years, and approximately two years ago we added a platform which allows us to manage and track our policies. Our experience with Power DMS has been extremely positive and both modules we have purchased have provided significant boosts in efficiency and effectiveness.

Our staff recently researched three additional Power DMS platforms that leverage technology for completing tasks that are both critical and time consuming.

PowerEngage: Is a Power DMS platform which provides a thorough and ongoing approach to citizen engagement through automatic text surveys. It can also be utilized to deliver updates to cases and responses automatically via text. Collecting citizen feedback and survey data is an important part of the CALEA accreditation process and is an area where we have been doing the bare minimum. This module will provide a venue for us to significantly improve how we measure citizen satisfaction using text messaging to collect sentiments from callers, victims, witnesses, and others. It can also be utilized to boost officer morale and reinforce positive interactions with accolades delivered directly to officer's email.

PowerTime: Is a Power DMS platform which is a complete scheduling tool for law enforcement. It provides increased visibility and efficient communication to ensure proper staffing, and also provides automated updates to notify staff about schedule changes as they happen in real time, with audit trails of all changes for record keeping. This would increase efficiency by replacing our work-intensive, manual, paper processes with digital schedule posting and updating. The communication function of this module would also save time through allowing communication with staff via text message blasts when overtime is needed, or important schedule changes occur.

PowerFTO: Is a Power DMS platform which provides a central, standardized system for tracking and documenting field training, recruit onboarding, and new employee performance. It allows supervisors to analyze field training data and track officer performance throughout the probationary period and can be utilized to develop training programs for recruits and new supervisors. Our agency anticipates a significant number of new hires over the next few years and increasing the efficiency of our field training documentation and tracking would be a valuable enhancement to our training program.

In addition to the Power DMS products, we also would like to use Byrne Grant monies to purchase a drone. Drones have become a common tool utilized in law enforcement. The particular drone that we hope to purchase would be used for observing and filming exterior locations but can also be flown inside structures. This would be a great tool for clearing structures where potentially dangerous people could be hiding and would increase officer safety.

#### **BUDGET IMPACT:**

Like most technology solutions, there is both an upfront cost for the initial purchase and an annual maintenance fee associated with implementing the proposed Power DMS platforms. The drone purchase would be a one-time expense.

	<b>Initial Cost</b>	<b>Annual Fee</b>
PowerEngage	\$8,510	\$9,200
PowerTime	\$6,320	\$5,257
PowerFTO	\$4,850	\$3,180
Drone	\$12,555	N/A
<b>Total</b>	<b>\$32,235</b>	<b>\$17,637</b>

Thankfully, the upfront cost would almost entirely be covered through the 2022 Byrne Grant. We anticipate that implementing these tools will streamline the operations they are associated with, to justify, not only utilizing Byrne monies for the initial cost of the project, but also maintaining their

use moving forward. If the value of these products is not realized during their initial year of use, we would re-evaluate continuing with these services.

A future staff report will be completed subsequent to public comment and if the grant is awarded.

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

RESOLUTION DETERMINING TO PROCEED WITH PUBLIC IMPROVEMENTS IN  
PLASTER CREEK BOULEVARD FROM BUCHANAN AVENUE TO DIVISION AVENUE  
AND TO SPECIALLY ASSESS SOME PROJECT COSTS AGAINST PROPERTY IN SPECIAL  
ASSESSMENT DISTRICT #22-813

WHEREAS:

1. The city manager recommended consideration of a project described as: shared-use path, curbs, gutters, driveway approaches, and street improvements within the Plaster Creek Boulevard right-of-way from Buchanan Avenue to Division Avenue South (the "Project").
2. On August 1, 2022, the city council held a public hearing regarding (i) whether to proceed with the construction and installation of the Project, (ii) whether to special assess \$103,115.43 of the Project costs, (iii) what property to include in the special assessment district, (iv) whether to allow payment of the special assessment in up to 15 installments, and (v) whether to approve the recommended rate of interest on the unpaid balance of the assessment at 4.65% per annum.
3. The city provided notice to owners or other persons interested in the property in proposed Special Assessment District #22-813, as listed on the attached Exhibit A, by publication and mailing and in a form and substance as provided by state law and city ordinance.
4. The city council considered all objections and other comments made orally or in writing before the public hearing was closed.
5. The city council deems it to be in the best interests of the public health, safety and general welfare to proceed with the construction and installation of the Project.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The city council determines to proceed with the construction and installation of the Project in general accordance with the plans and specifications filed by the city manager with the city clerk and therefore also approves those plans and specifications.
2. The estimated Project cost of \$1,363,483.10 is approved and of that amount \$1,260,367.67 shall be paid by the public-at-large and \$103,115.43 shall be specially assessed against parcels in Special Assessment District #22-813 which shall be comprised of the parcels listed on the attached Exhibit A.
3. The special assessments may be paid in 15 equal installments of principal plus interest on the unpaid balance at the rate of 4.65% per annum with the first installment to be billed on September 1, 2022 and payable on October 1, 2022 and remaining installment to be due and payable on October 1 of each year. Any special assessment may be paid in full without interest on or before September 30, 2022.
4. The city manager, in collaboration with other city staff including the city assessor shall cause to be prepared and filed with the city clerk a proposed Special Assessment Roll 22-813 that apportions the amount to be specially assessed against the parcels in Special Assessment District #22-813 in proportion to the benefits each parcel receives from the Project.
5. All resolution and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried            Yes  
   No

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on August 1, 2022.

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

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

**EXHIBIT A**  
**SPECIAL ASSESSMENT DISTRICT #22-813**

Address	2450 BUCHANAN AVE
Parcel Number	41-17-12-426-017
Address	111 PLASTER CREEK BLVD
Parcel #	41-17-12-430-022
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Address	61 PLASTER CREEK BLVD
Parcel Number	41-17-12-430-024
Address	2461 S DIVISION AVE
Parcel Number	41-17-12-431-021

## STAFF REPORT

Date: July 26, 2022  
Subject: Plaster Creek Boulevard Special Assessment – SA Resolutions #2 & #3 – Approving Project and Scheduling Hearing on Special Assessment Roll  
From: Jeff Oonk, Senior Civil Engineer  
Meeting Date: August 1, 2022

---

### **RECOMMENDATION:**

It is recommended that the City Council adopt (i) Special Assessment Resolution #2 Determining to Proceed with Public Improvements in Plaster Creek Boulevard from Buchanan Avenue, SW to Division Avenue South and to Specially Assess Some of the Project Costs Against Property in Special Assessment District #22-813, and (ii) Special Assessment Resolution #3 Scheduling a Public Hearing on Special Assessment Roll #22-813.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Reliable infrastructure is critical providing safe travel within the city as well as for safe water supply and safe disposal of stormwater and sanitary sewage. It is appropriate to apportion the costs between owners of property specially benefitting from such improvements and the public at large.

### **DISCUSSION:**

Proposed improvements within and along Plaster Creek Boulevard between Buchanan Avenue, SW and Division Avenue South includes construction of a new street with concrete curb and gutter, new drive approaches, and new shared-use path along the south side of Plaster Creek Boulevard.

As previously explained, pursuant to a long-standing City Council policy and incorporated formula, \$103,115.43 of the total project cost of \$1,363,483.10 would be specially assessed against 24 parcels specially benefitting from these improvements. It is proposed that the special assessments be paid in 15 installments within interest at 4.65% per annum.

Following the public hearing on the improvements and the proposed special assessment district, the Council will be asked to consider two resolutions to further the project. One approves the project, the cost estimate, the proposed special assessment district, the proposed amount to be assessed, the number of installments and interest rate. It then directs the preparation of a proposed special assessment roll. In anticipation of the Council's approval of that resolution, staff has prepared the proposed special assessment roll using the formula approved as a part of the Council's special assessment policy. Therefore, staff is also asking Council to consider the third special assessment resolution to schedule the public hearing on the proposed special assessment roll for the next Council meeting on August 15. That resolution requires mailing and publication of a notice of the hearing.

### **BUDGET IMPACT:**

Project is financed with Federal Transportation Alternative funds (Shared-use path only) and local funds out of the Major Street Fund 202-441-46300-972.502.

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

RESOLUTION TO GRANT FINAL PLAT APPROVAL  
FOR RIVERTOWN VALLEY PLAT VI

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed Phase VI will provide 44 residential lots to complement this endeavor.
2. The development of Rivertown Valley Plat VI (also known as “The Reserve at Rivertown, Phase VI” and “Rivertown Valley Phase VI”) is a continuation of the TMGB Wilson project.
3. The proposed subdivision will integrate into the existing subdivision.
4. The proposed subdivision complies with the City’s Master Plan, Zoning Ordinance and Subdivision Ordinance.
5. City Council granted preliminary plat final approval of the proposed subdivision at their July 6, 2021 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Wyoming City Council does hereby grant Final Plat Approval for Rivertown Valley Plat VI subject to the following condition:
  1. The Engineer shall certify the construction of the plat grading after completion of construction. The certification shall verify with as-built survey, the plat grading meets all relevant grades and elevations per the approved grading plan. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.

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

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 1, 2022.

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

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

July 27, 2022

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request for Final Plat Approval for Rivertown Valley Phase VI at 5972 Wilson Avenue SW (Section 32) (TMGB Wilson, LLC).

Recommendation: To grant final plat approval.

Dear Ms. VandenBerg,

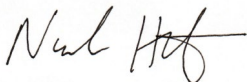
TMGB Wilson, LLC has requested final plat approval for Rivertown Valley Phase VI. The platting of subdivisions is a multi-step process.

The petitioner proposes 44 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The plat is part of the larger Rivertown Valley development. Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering was granted by Planning Commission on April 20 and City Council on May 3, 2021.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Preliminary Plat – Final Approval was granted by City Council on July 6, 2021.

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development. Per Sec. 74-242 City Council shall consider the final plat and review for conformance with the ordinance. The applicant has complied with the requirements of Sec. 74-241.

Respectfully submitted,



Nicole Hofert, Director  
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager

community • safety • stewardship

CITY COUNCIL

# RIVERTOWN VALLEY VI

PART OF THE SOUTH HALF OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN

## SHEET 1 OF 5

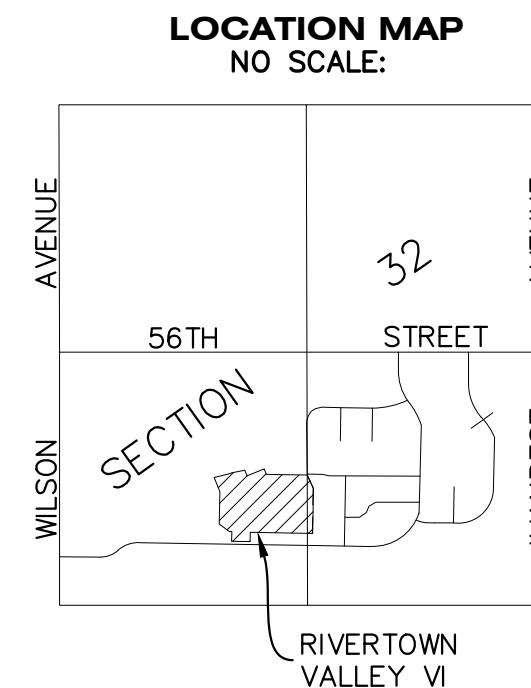
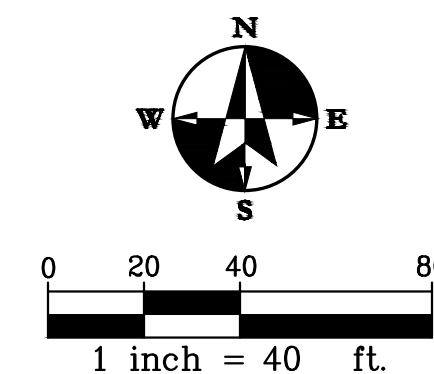
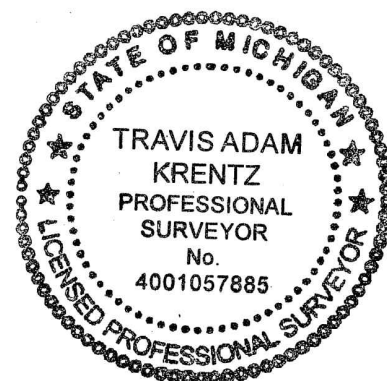
HURLEY AND STEWART  
2800 SOUTH 11TH STREET  
KALAMAZOO, MICHIGAN, 49009

TRAVIS A. KRENTZ  
PROFESSIONAL LAND SURVEYOR # 4001057885

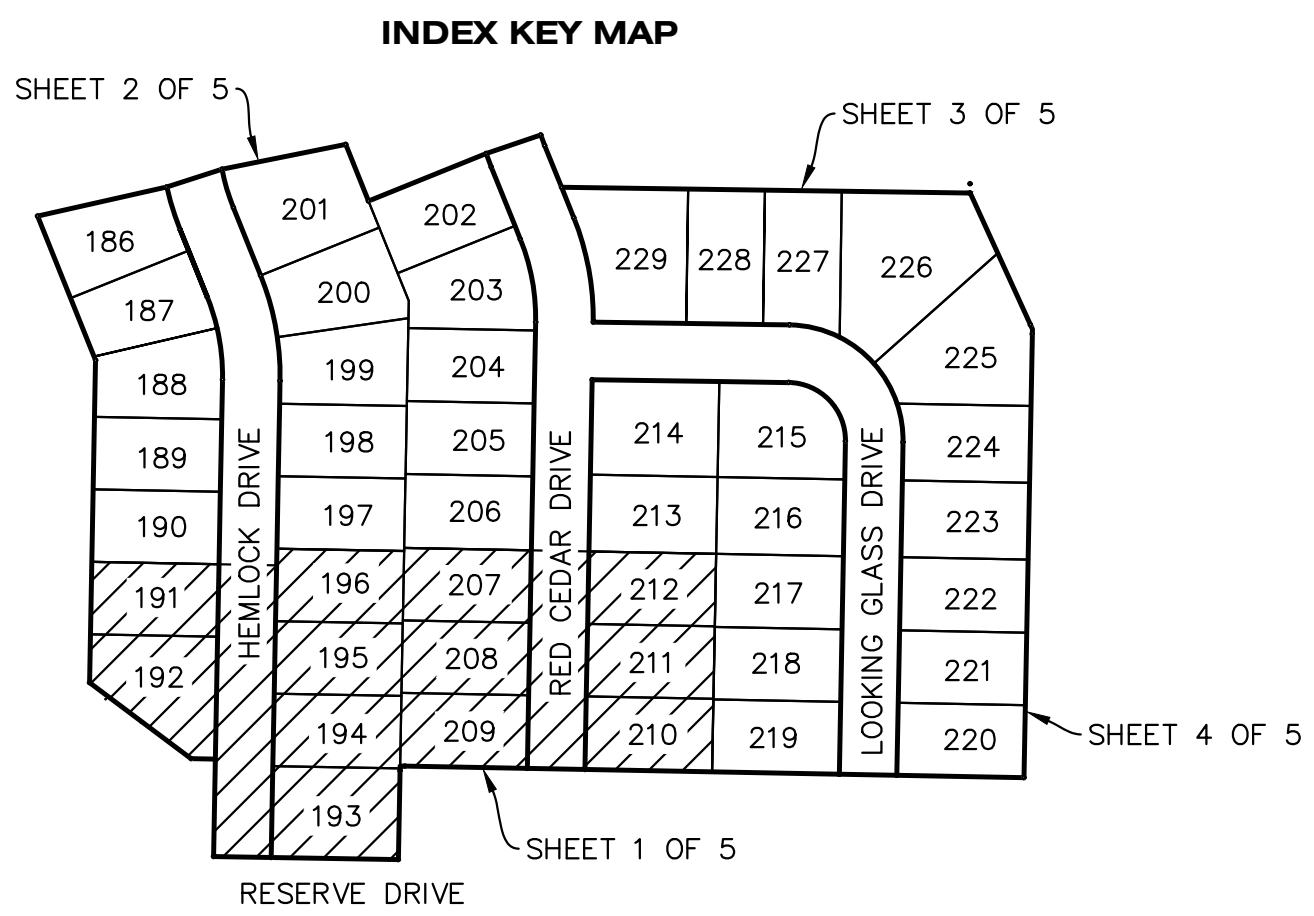
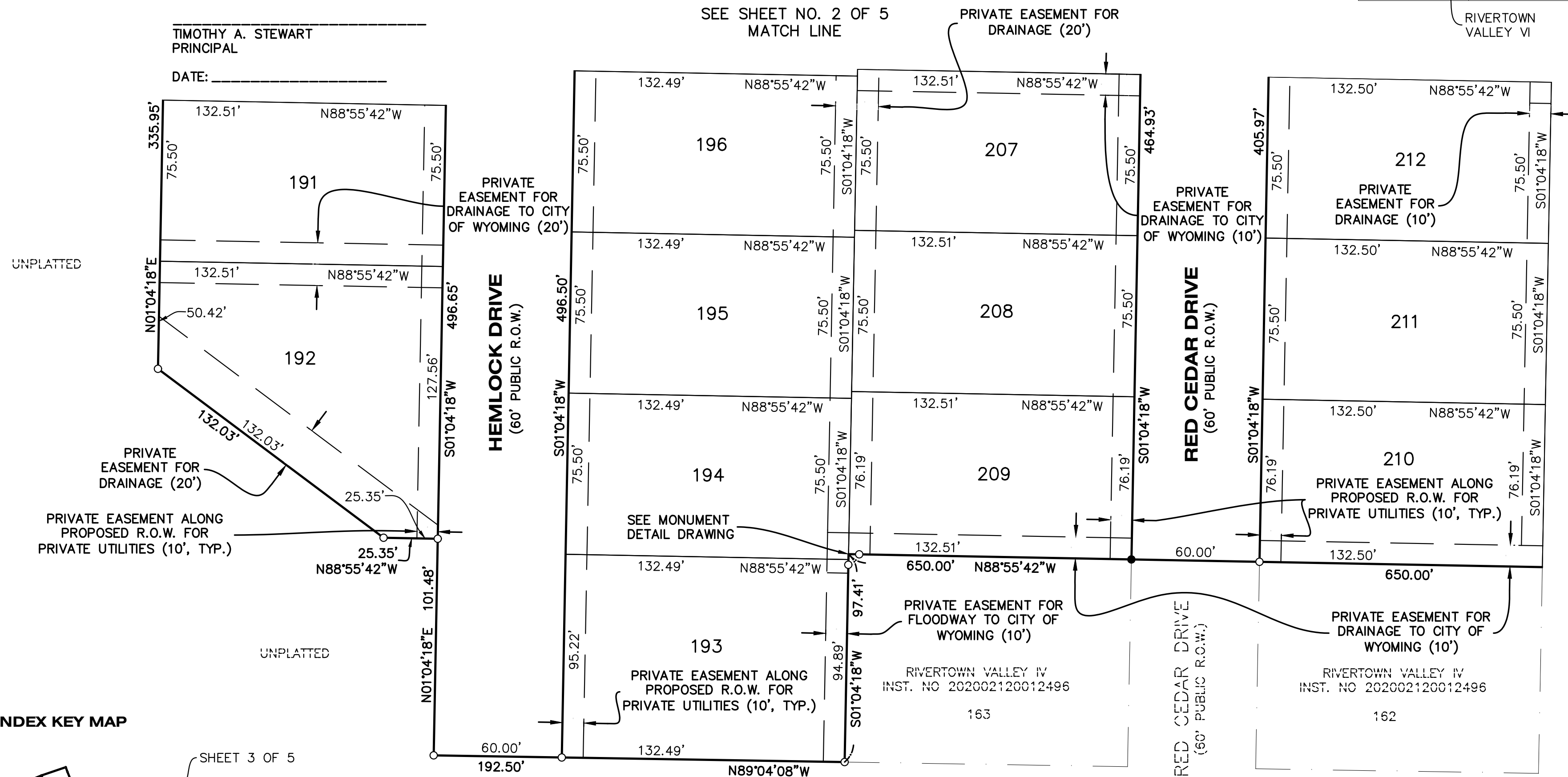
DATE: \_\_\_\_\_

TIMOTHY A. STEWART  
PRINCIPAL

DATE: \_\_\_\_\_

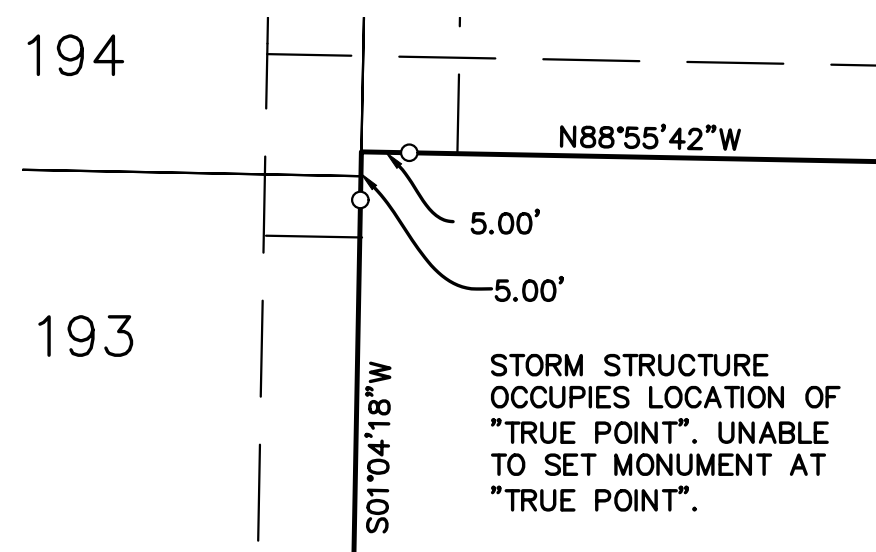


SEE SHEET NO. 4 OF 5  
MATCH LINE



RESERVE DRIVE  
(60' PUBLIC R.O.W.)

MONUMENT DETAIL DRAWING  
(1:20 SCALE)



LEGEND

PLAT BEARINGS WERE ESTABLISHED FROM THE PLAT BEARINGS ON RIVERTOWN VALLEY IV, AS RECORDED IN INSTRUMENT NO. 202002120012496 IN THE KENT COUNTY REGISTER OF DEEDS.

ALL CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS.

ALL DIMENSIONS ARE IN FEET.

SET CONCRETE MONUMENTS CONSISTING OF A STEEL BAR 1/2 INCH IN DIAMETER, 36 INCHES LONG ENCASED IN 4 INCH DIAMETER CONCRETE AT ALL POINTS INDICATED AS "O".

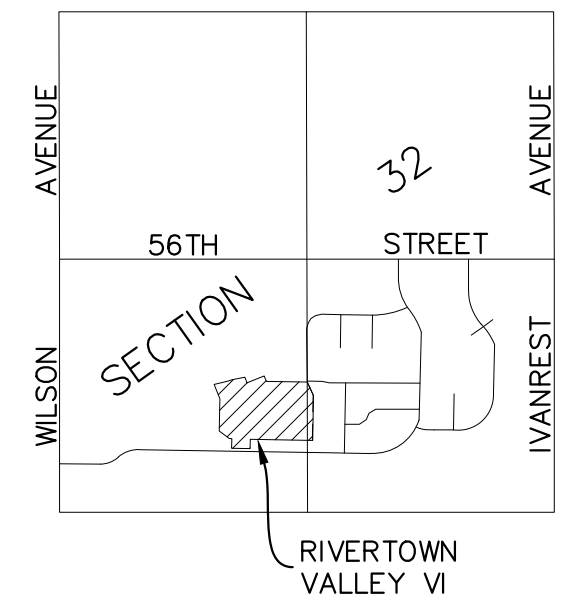
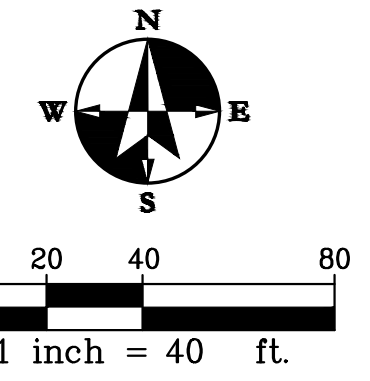
FOUND CONCRETE MONUMENTS CONSISTING OF A STEEL BAR 1/2 INCH IN DIAMETER ENCASED IN 4 INCH DIAMETER CONCRETE AT ALL POINTS INDICATED AS "•".

ALL LOT MARKERS ARE 1/2 INCH STEEL BARS, 18 INCHES IN LENGTH WITH A SURVEY CAP LABELED "H&S 57885".

(R) = RADIAL LINES. ALL OTHERS ARE NON-RADIAL.

**RIVERTOWN VALLEY VI**  
 PART OF THE SOUTH HALF OF SECTION 32, TOWN 06 NORTH, RANGE  
 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN  
**SHEET 2 OF 5**

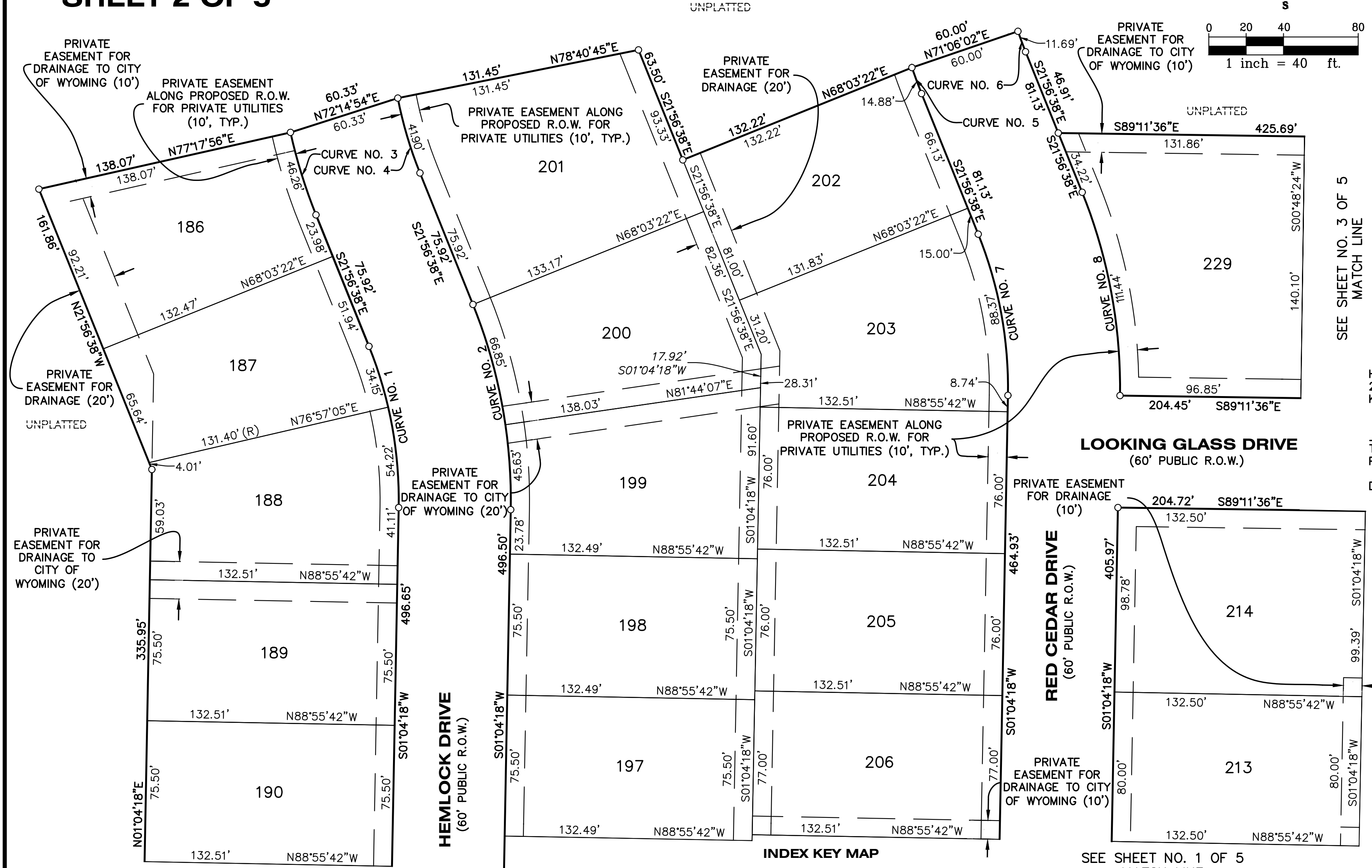
LOCATION MAP  
 NO SCALE:



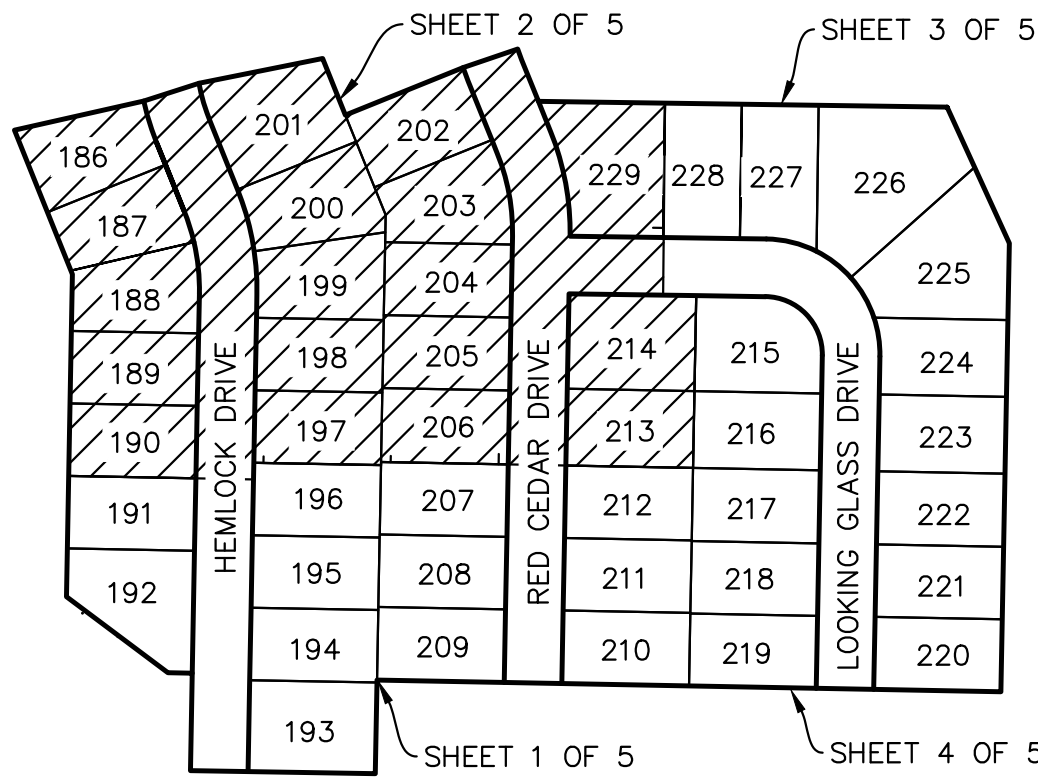
HURLEY AND STEWART  
 2800 SOUTH 11TH STREET  
 KALAMAZOO, MICHIGAN, 49009

TRAVIS A. KRENTZ  
 PROFESSIONAL LAND SURVEYOR # 4001057885

DATE: \_\_\_\_\_



INDEX KEY MAP



SEE SHEET NO. 1 OF 5  
 MATCH LINE

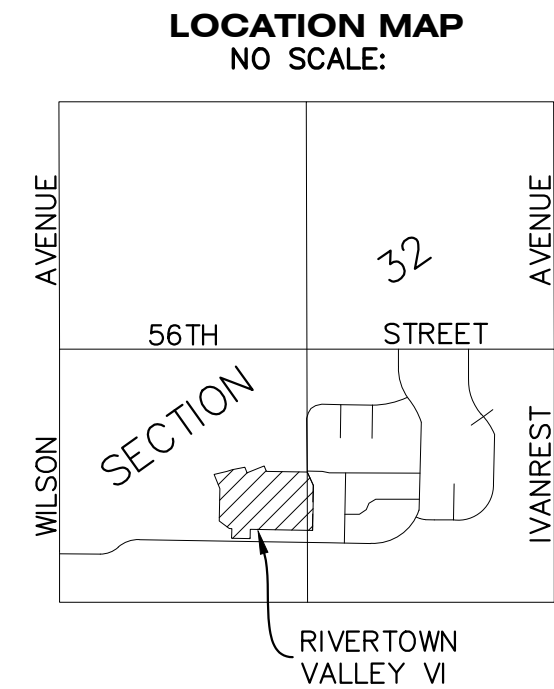
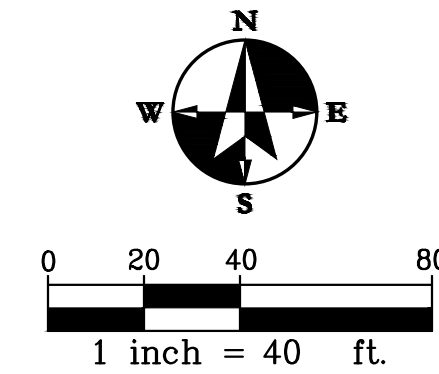
SEE SHEET NO. 3 OF 5  
 MATCH LINE

**LEGEND**

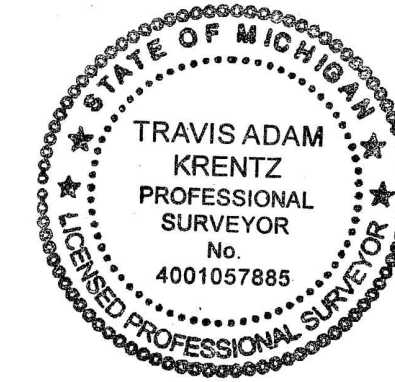
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 (R) = RADIAL LINES. ALL OTHERS ARE NON-RADIAL.

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
CURVE NO. 1	23°00'56"	220.00'	88.37'	S10°26'10"E	87.78'
CURVE NO. 2	23°00'56"	280.00'	112.48'	N10°26'10"W	111.72'
CURVE NO. 3	9°28'02"	280.00'	46.26'	N17°12'37"W	46.21'
CURVE NO. 4	10°54'42"	220.00'	41.90'	N16°29'17"W	41.83'
CURVE NO. 5	3°02'39"	280.00'	14.88'	N20°25'18"W	14.87'
CURVE NO. 6	3°02'39"	220.00'	11.69'	S20°25'18"E	11.69'
CURVE NO. 7	23°00'56"	220.00'	88.37'	S10°26'10"E	87.78'
CURVE NO. 8	22°48'12"	280.00'	111.44'	N10°32'31"W	110.70'

**RIVERTOWN VALLEY VI**  
 PART OF THE SOUTH HALF OF SECTION 32, TOWN 06 NORTH, RANGE  
 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN  
**SHEET 3 OF 5**



POC  
 CENTER OF SECTION, SECTION 32,  
 T06N, R12W FOUND KENT COUNTY  
 REMON MONUMENT PER LCRC  
 RECORDED IN DOCUMENT  
 #20171227-0107205

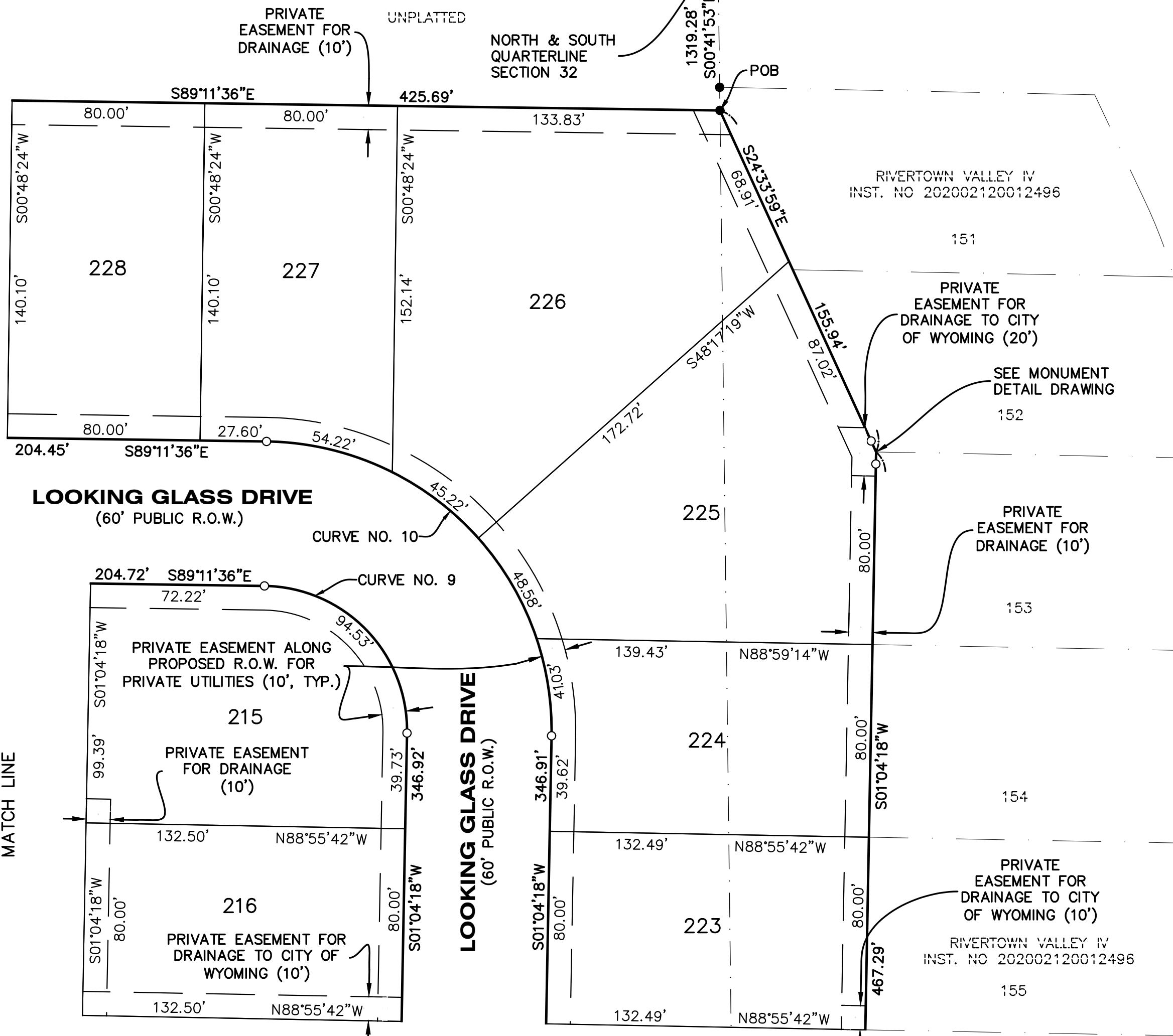


HURLEY AND STEWART  
 2800 SOUTH 11TH STREET  
 KALAMAZOO, MICHIGAN, 49009

TRAVIS A. KRENTZ  
 PROFESSIONAL LAND SURVEYOR # 4001057885

DATE: \_\_\_\_\_

SEE SHEET NO. 2 OF 5  
 MATCH LINE



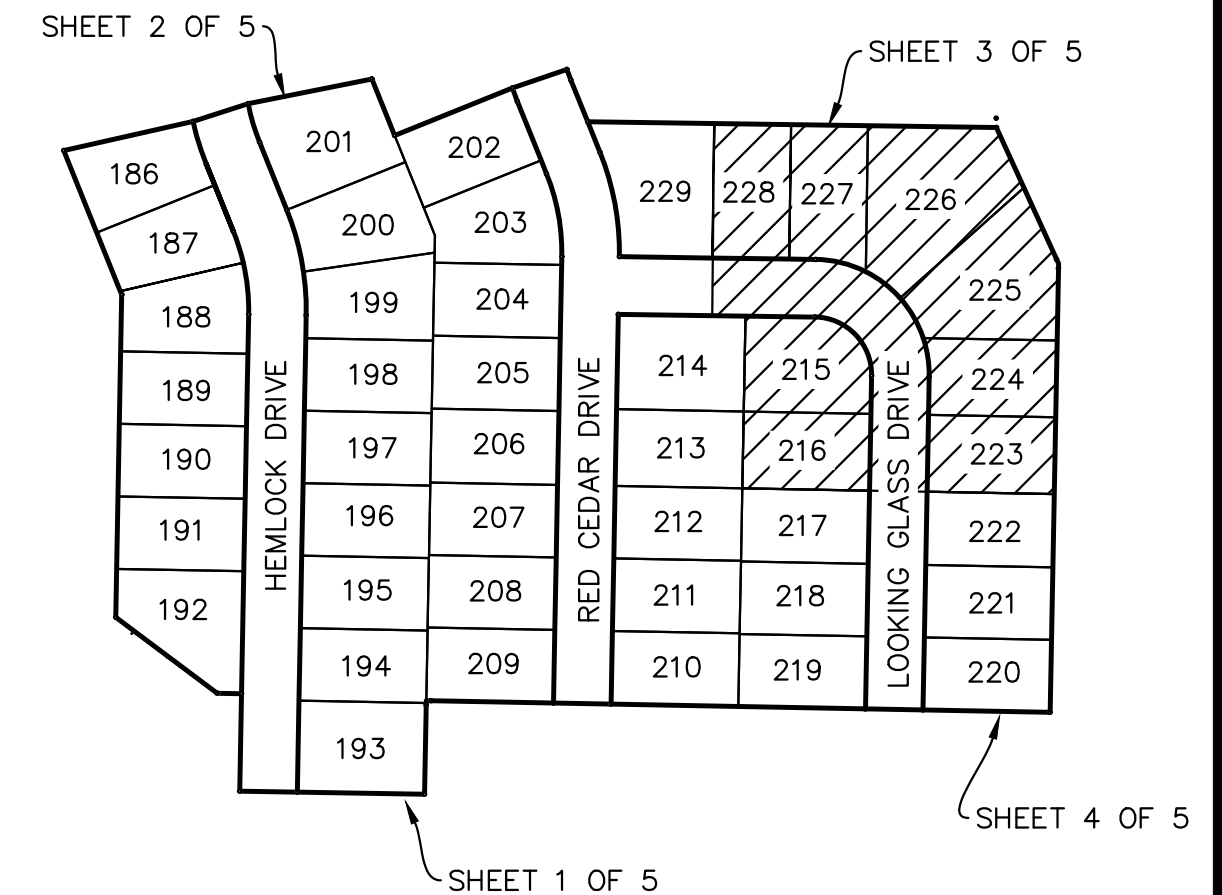
SEE SHEET NO. 2 OF 5  
 MATCH LINE

SEE SHEET NO. 4 OF 5  
 MATCH LINE

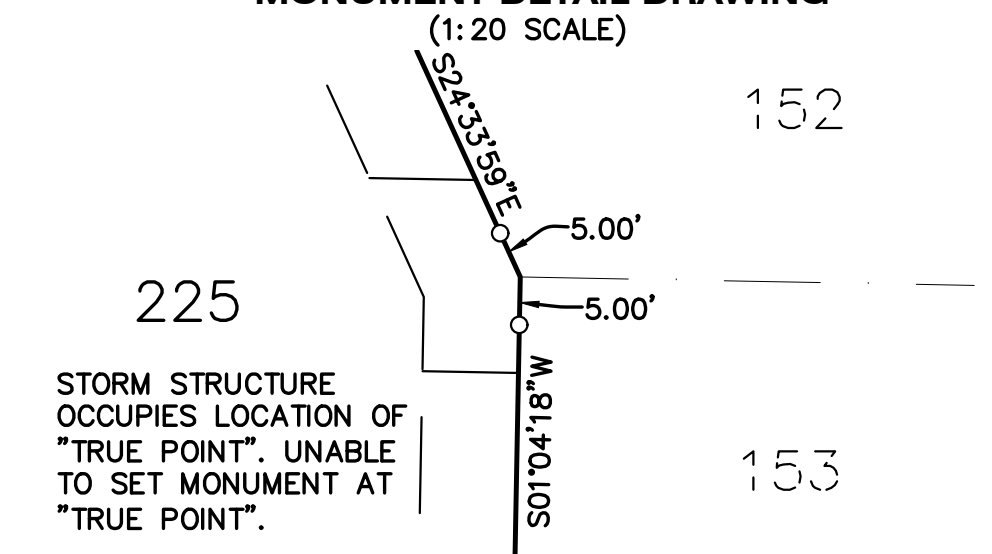
**LEGEND**

PLAT BEARINGS WERE ESTABLISHED FROM THE PLAT BEARINGS ON RIVERTOWN VALLEY IV, AS RECORDED IN INSTRUMENT NO. 202002120012496 IN THE KENT COUNTY REGISTER OF DEEDS.  
 ALL CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS.  
 ALL DIMENSIONS ARE IN FEET.  
 SET CONCRETE MONUMENTS CONSISTING OF A STEEL BAR 1/2 INCH IN DIAMETER, 36 INCHES LONG ENCASED IN 4 INCH DIAMETER CONCRETE AT ALL POINTS INDICATED AS "O".  
 FOUND CONCRETE MONUMENTS CONSISTING OF A STEEL BAR 1/2 INCH IN DIAMETER ENCASED IN 4 INCH DIAMETER CONCRETE AT ALL POINTS INDICATED AS "•".  
 ALL LOT MARKERS ARE 1/2 INCH STEEL BARS, 18 INCHES IN LENGTH WITH A SURVEY CAP LABELED "H&S 57885".  
 (R) = RADIAL LINES. ALL OTHERS ARE NON-RADIAL.

**INDEX KEY MAP**

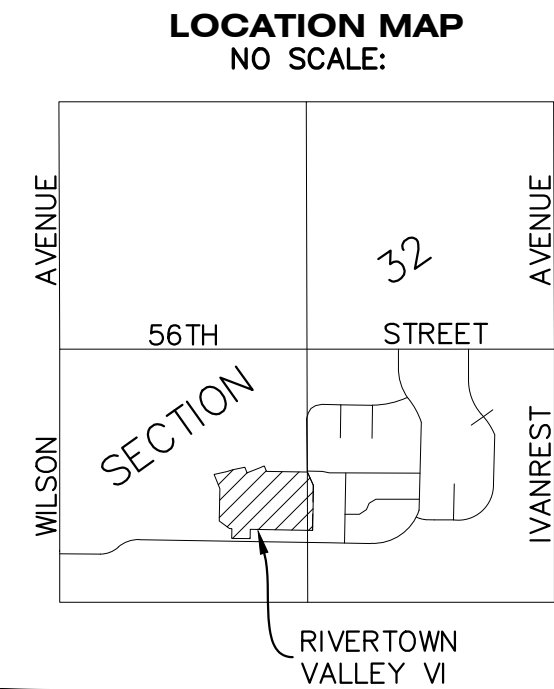
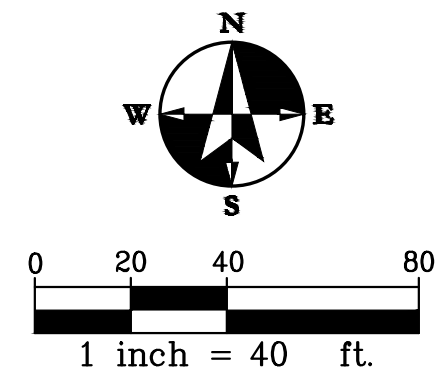


**MONUMENT DETAIL DRAWING**



CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
CURVE NO. 9	90°15'54"	60.00'	94.53'	N44°03'39"W	85.05'
CURVE NO. 10	90°15'54"	120.00'	189.05'	S44°03'39"E	170.10'

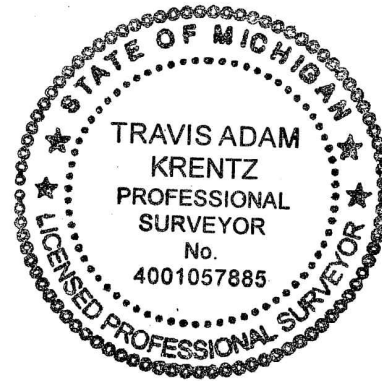
**RIVERTOWN VALLEY VI**  
 PART OF THE SOUTH HALF OF SECTION 32, TOWN 06 NORTH, RANGE  
 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN  
**SHEET 4 OF 5**



HURLEY AND STEWART  
 2800 SOUTH 11TH STREET  
 KALAMAZOO, MICHIGAN, 49009

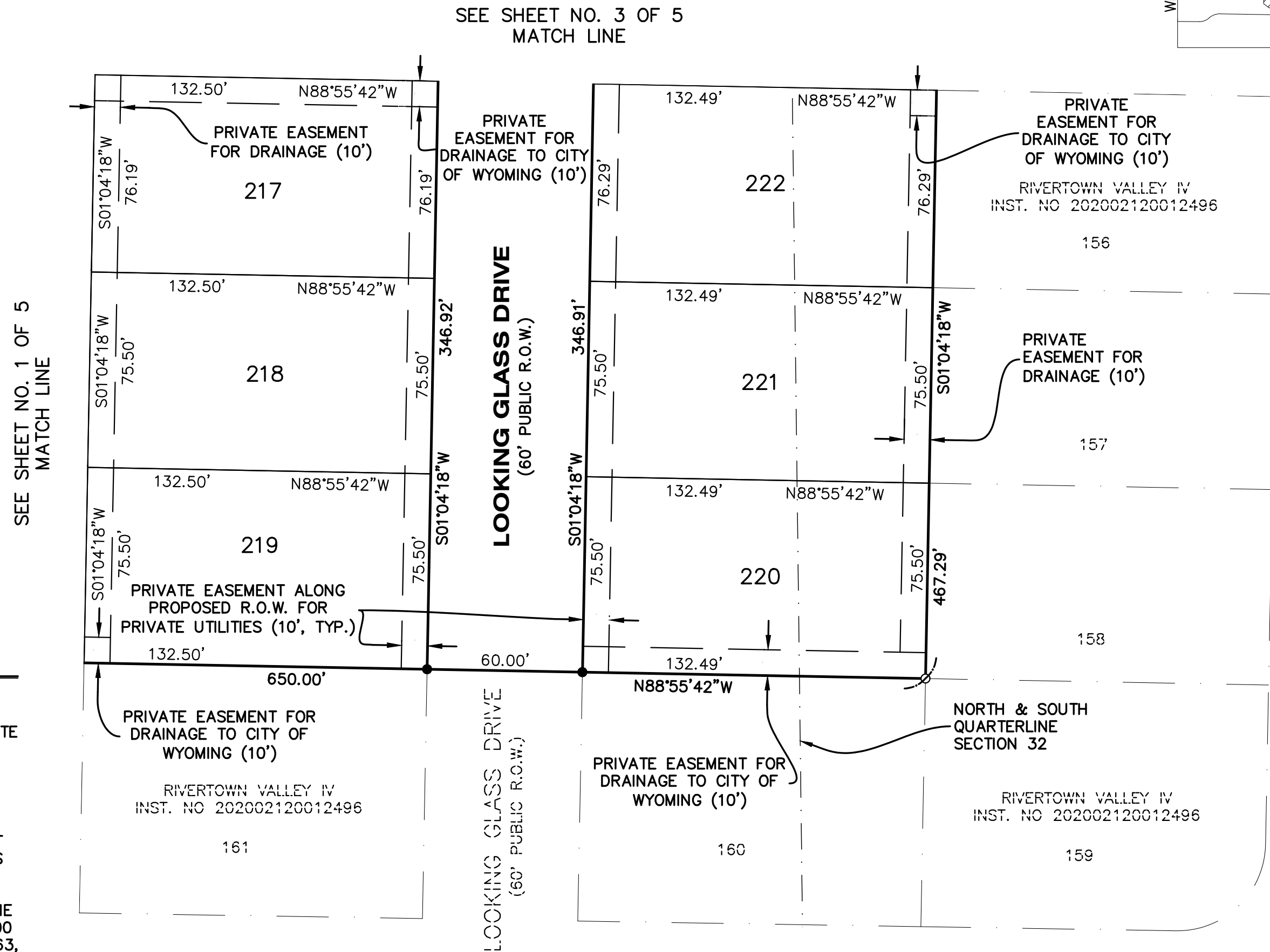
TRAVIS A. KRENTZ  
 PROFESSIONAL LAND SURVEYOR # 4001057885

DATE: \_\_\_\_\_

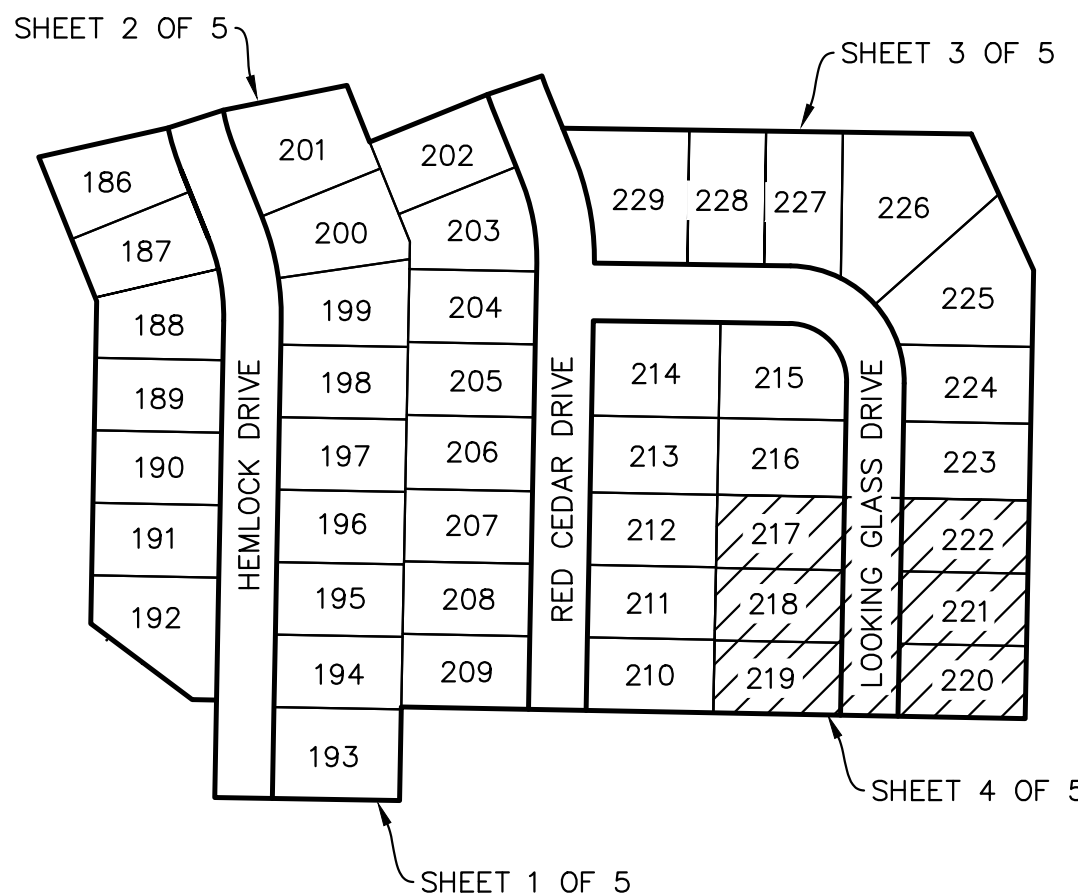


**SURVEYOR'S CERTIFICATE**

I, TRAVIS A. KRENTZ, SURVEYOR, CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS FOLLOWS: PART OF THE SOUTH HALF OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN, DESCRIBED AS: COMMENCING AT THE CENTER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST; THENCE ALONG THE NORTH AND SOUTH QUARTERLINE OF SAID SECTION AND THE WEST LINE OF RIVERTOWN VALLEY I (LIBER 116 OF PLATS ON PAGES 34-39), II (INSTRUMENT NUMBER 200505060053371), AND IV (INSTRUMENT NUMBER 202002120012496), SOUTH 00 DEGREES 41 MINUTES 53 SECONDS EAST 1319.27 FEET TO AN ANGLE POINT IN THE WEST LINE OF LOT 151 OF RIVERTOWN VALLEY IV AND THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF LOTS 151 AND 152, SOUTH 24 DEGREES 33 MINUTES 59 SECONDS EAST 155.94 FEET TO THE NORTHWEST CORNER OF LOT 153; THENCE ALONG THE WEST LINE OF LOTS 153-158, SOUTH 01 DEGREES 04 MINUTES 18 SECONDS WEST 467.29 FEET TO THE SOUTHWEST CORNER OF LOT 158; THENCE ALONG THE NORTH LINE OF LOTS 160-163, NORTH 88 DEGREES 55 MINUTES 42 SECONDS WEST 650.00 FEET TO THE NORTHWEST CORNER OF LOT 163; THENCE ALONG THE WEST LINE OF LOT 163, SOUTH 01 DEGREES 04 MINUTES 18 SECONDS WEST 97.41 FEET TO THE NORTH LINE OF RESERVE DRIVE; THENCE ALONG THE NORTH LINE OF RESERVE DRIVE, NORTH 89 DEGREES 04 MINUTES 08 SECONDS WEST 192.50 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 18 SECONDS EAST 101.48 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 42 SECONDS WEST 25.35 FEET; THENCE NORTH 53 DEGREES 10 MINUTES 40 SECONDS WEST 132.03 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 18 SECONDS EAST 335.95 FEET; THENCE NORTH 21 DEGREES 56 MINUTES 38 SECONDS WEST 161.86 FEET; THENCE NORTH 77 DEGREES 17 MINUTES 56 SECONDS EAST 138.07 FEET; THENCE NORTH 72 DEGREES 14 MINUTES 54 SECONDS EAST 60.33 FEET; THENCE NORTH 78 DEGREES 40 MINUTES 45 SECONDS EAST 131.45 FEET; THENCE SOUTH 21 DEGREES 56 MINUTES 38 SECONDS EAST 63.50 FEET; THENCE NORTH 68 DEGREES 03 MINUTES 22 SECONDS EAST 132.22 FEET; THENCE NORTH 71 DEGREES 06 MINUTES 02 SECONDS EAST 60.00 FEET; THENCE SOUTHEASTERLY 11.69 FEET ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 20 DEGREES 25 MINUTES 18 SECONDS EAST 11.69 FEET, DELTA ANGLE BEING 03 DEGREES 02 MINUTES 39 SECONDS; THENCE SOUTH 21 DEGREES 56 MINUTES 38 SECONDS EAST 46.91 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID NORTH LINE SOUTH 89 DEGREES 11 MINUTES 36 SECONDS EAST 425.69 FEET TO THE NORTH AND SOUTH QUARTERLINE OF SECTION 32 AND THE POINT OF BEGINNING.  
 THIS PLAT CONTAINS 44 LOTS AND 14.06± ACRES.  
 THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND.  
 THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT.  
 THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY, AS REQUIRED BY THE ACT.  
 THAT THE ACCURACY OF SURVEY IS WITHIN THE LIMITS REQUIRED BY THE ACT.  
 THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY THE ACT AND AS EXPLAINED IN THE LEGEND.



**INDEX KEY MAP**



**LEGEND**

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**RIVERTOWN VALLEY VI**  
**PART OF THE SOUTH HALF OF SECTION 32, TOWN 06 NORTH, RANGE**  
**12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN**  
**SHEET 5 OF 5**

**PROPRIETOR'S CERTIFICATE**

TMGB WILSON, LLC, 2221 HEALTH DRIVE, SUITE 2200, WYOMING, MICHIGAN 49519, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY, GARY L. GRANGER, MEMBER, AS PROPRIETOR, HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS PLAT; AND THAT THE STREETS ARE FOR USE OF THE PUBLIC; AND THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT.

TMGB WILSON, LLC  
 2221 HEALTH DRIVE, SUITE 2200  
 WYOMING, MICHIGAN 49519  
 STATE FILE NUMBER: B68205  
 DATED: JUNE 19, 2000

\_\_\_\_\_  
 GARY L. GRANGER, MEMBER

**ACKNOWLEDGEMENT**

STATE OF MICHIGAN  
 COUNTY OF KENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY GARY L. GRANGER, MEMBER OF TMGB WILSON, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY

\_\_\_\_\_  
 NOTARY PUBLIC, KENT COUNTY, MICHIGAN

MY COMMISSION EXPIRES \_\_\_\_\_

**RECORDING CERTIFICATE**

STATE OF MICHIGAN  
 KENT COUNTY

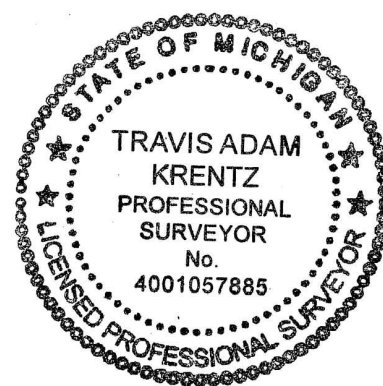
THIS PLAT WAS RECEIVED FOR RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, AT \_\_\_\_\_ M, AND RECORDED IN INSTRUMENT NUMBER \_\_\_\_\_

\_\_\_\_\_  
 LISA POSTHUMUS LYONS  
 KENT COUNTY CLERK – REGISTER OF DEEDS

HURLEY AND STEWART  
 2800 SOUTH 11TH STREET  
 KALAMAZOO, MICHIGAN, 49009

\_\_\_\_\_  
 TRAVIS A. KRENTZ  
 PROFESSIONAL LAND SURVEYOR # 4001057885

DATE: \_\_\_\_\_



**PROPRIETOR'S CERTIFICATE**

MERCANTILE BANK CORPORATION, 310 LEONARD STREET NW, GRAND RAPIDS, MICHIGAN 49504, A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY, MIKE SIMINSKI, SENIOR VICE PRESIDENT, AS PROPRIETOR, HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS PLAT; AND THAT THE STREETS ARE FOR USE OF THE PUBLIC; AND THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT.

MERCANTILE BANK CORPORATION  
 310 LEONARD STREET NW  
 GRAND RAPIDS, MICHIGAN 49504  
 STATE FILE NUMBER: 800511396  
 DATED: JULY 15, 1997

\_\_\_\_\_  
 MIKE SIMINSKI, SENIOR VICE PRESIDENT

**ACKNOWLEDGEMENT**

STATE OF MICHIGAN  
 COUNTY OF KENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY MIKE SIMINSKI, SENIOR VICE PRESIDENT, OF MERCANTILE BANK CORPORATION, A MICHIGAN CORPORATION, ON BEHALF OF THE LIMITED LIABILITY COMPANY

\_\_\_\_\_  
 NOTARY PUBLIC, KENT COUNTY, MICHIGAN

MY COMMISSION EXPIRES \_\_\_\_\_

**SURVEYOR CERTIFICATION OF TRUE COPY**

I, TRAVIS A. KRENTZ, SURVEYOR, CERTIFY:

THAT PURSUANT TO SECTION 560.101 TO 560.293, THIS IS A TRUE COPY OF THE FINAL PLAT OF RIVERTOWN VALLEY VI; AND, THAT THE FINAL PLAT IS SUBJECT TO THE APPROVAL OF EACH OF THE FOLLOWING AGENCIES (WHOSE APPROVAL IS REQUIRED UNDER SECTION 560.101 TO 560.293):

KEN YONKER, COUNTY DRAIN COMMISSIONER \_\_\_\_\_

KELLI VANDENBERG, GOVERNING BODY OF THE MUNICIPALITY \_\_\_\_\_

JAMES R. SAALFELD, COUNTY PLAT BOARD \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

LICENSE NO. \_\_\_\_\_

**MUNICIPAL CERTIFICATE**

I CERTIFY THAT THIS PLAT WAS APPROVED BY CITY OF WYOMING BOARD OF THE CITY OF WYOMING AT A MEETING HELD \_\_\_\_\_, 2022, AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH 1967 PA 288, MCL 560.101 TO 560.293. THE CITY DOES HAVE THE PROPER ADOPTED ZONING AND SUBDIVISION CONTROL ORDINANCES WITH REFERENCE TO SECTION 186 OF PA 288 AND WAIVES THE MINIMUM LOT SIZE REQUIREMENTS. PUBLIC WATER AND SEWER HAVE BEEN INSTALLED AND ARE READY FOR CONNECTION.

\_\_\_\_\_  
 KELLI VANDENBERG  
 WYOMING CITY CLERK

DATE \_\_\_\_\_

**COUNTY DRAIN COMMISSIONER'S CERTIFICATE**

APPROVED ON \_\_\_\_\_, 2022, AS COMPLYING WITH 1967 PA 288, MCL 560.192 AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF KENT.

\_\_\_\_\_  
 KEN YONKER  
 KENT COUNTY DRAIN COMMISSIONER

DATE \_\_\_\_\_

**TREASURER'S CERTIFICATE**

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE FIVE YEARS PRECEDING \_\_\_\_\_, 2022, INVOLVING THE LANDS INCLUDED IN THIS PLAT.

\_\_\_\_\_  
 PETER MACGREGOR  
 KENT COUNTY TREASURER

DATE \_\_\_\_\_

**COUNTY PLAT BOARD CERTIFICATE**

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE KENT COUNTY PLAT BOARD ON \_\_\_\_\_, 2022, AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF 1967 PA 288, MCL 560.101 TO 560.293, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

\_\_\_\_\_  
 MANDY BOLTER  
 KENT COUNTY COMMISSIONER

DATE \_\_\_\_\_

\_\_\_\_\_  
 LISA POSTHUMUS LYONS  
 KENT COUNTY CLERK – REGISTER OF DEEDS

DATE \_\_\_\_\_

\_\_\_\_\_  
 PETER MACGREGOR  
 KENT COUNTY TREASURER

DATE \_\_\_\_\_

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

RESOLUTION TO ACCEPT A PROPOSAL FROM STRAIN ELECTRIC CO., LLC  
FOR STREET LIGHT AND TRAFFIC SIGNAL INSTALLATION,  
MAINTENANCE AND REPAIR SERVICES AND TO AUTHORIZE THE  
MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. The City of Wyoming utilizes the electrical contracting services of a commercial electrical contractor for the installation, maintenance, and repair of streetlights and traffic signal work associated with City construction projects.
2. The City requested proposals to perform electrical contracting services from local commercial electrical contracting firms.
3. On May 19, 2022, the City received three (3) responses to its request for proposals with Strain Electric Co., LLC submitting a very qualified and competitive proposal.
4. Strain Electric Co., LLC has performed said services for the City over the past few years and is very familiar with the City's requirements and procedures.
5. It is in the best interest of the City of Wyoming to accept the proposal with Strain Electric Co., LLC to perform the City's streetlight and traffic signal installation, maintenance, and repair services for the 2022 – 2024 calendar years.
6. Funds are budgeted every year in various accounts for this activity. It is estimated the City will spend \$30,000 each year.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Strain Electric Co., LLC for Street Light and Traffic Signal Installation, Maintenance, and Repair Services.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on August 1, 2022.

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

ATTACHMENTS:

Staff Report

Standard City Professional Services Contract & Proposal

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

## STAFF REPORT

Date: July 21, 2022

Subject: Street Light and Traffic Signal Installation, Maintenance, and Repair Services

From: Russ Henckel, Assistant Director of Public Works

Meeting Date: August 1, 2022

---

### **RECOMMENDATION:**

Staff recommends executing an agreement with Strain Electric Co., LLC for the installation, maintenance, and repair services associated with streetlights and traffic signals throughout Wyoming in accordance with proposal dated May 19, 2022.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Continually maintaining and upgrading streetlights and traffic signal equipment ensures that motorists and pedestrians are provided the most current safety features and efficiencies in the City of Wyoming.

### **DISCUSSION:**

The Michigan Skilled Trades Act requires cities to employ a master electrician for all work on streetlights and other wiring. Until such time as Wyoming employs a master electrician in the traffic operation, assistance from a qualified electrical contractor is necessary to perform work on City-owned streetlights. The City also requires assistance when installing or maintaining traffic signals.

Wyoming sent requests for proposal to local and qualified firms seeking assistance with streetlights and traffic signal work. On May 19, 2022, Wyoming received three (3) proposals with Strain Electric Co., LLC submitting a competitive proposal.

### **BUDGET IMPACT:**

Funds are available in the Major and Local Street Funds.

CITY OF  
**Wyoming**  
MICHIGAN

**CITY STANDARD CONTRACT**  
**CITY OF WYOMING, MICHIGAN**  
**(MORE THAN \$8,500)**

This Contract is made as of the Effective Date between City and Contractor.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509-0905.

Contractor means: Strain Electric Company, LLC  
[Name of contracting entity]  
A Michigan limited liability company  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
2151 Beverly SW  
[Contractor's street address]  
Wyoming, MI 49519  
[Contractor's city, state & zip]

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: August 2, 2022.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B, which is a pay schedule for this contract.

Services means the services that accompany this Proposal which are: street lighting and traffic signal installation, maintenance and repair as required by the City of Wyoming's Public Works Department.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

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

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

None.

[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Effective Date.

**City of Wyoming**

**Strain Electric Company, LLC**

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

By: Todd Strain Todd Strain  
Jul 25 2022 2:17 PM  
\_\_\_\_\_  
[Signature officer, director or principal of Contractor]  
Vice President  
[Typed/Printed Name & Title of Person Signing for Contractor]

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

Date signed: 07/25/ \_\_\_\_\_, 2022

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:



\_\_\_\_\_  
Scott G. Smith, City Attorney

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.
3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.
5. **Qualifications.** Contractor represents and promises that:
  - A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
  - B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
  - C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.
  - D. Unless otherwise approved by the City Purchasing Director or City Attorney, Contractor and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
  - E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
  - A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
  - B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975 ,and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
  - C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
  - D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
  - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
  - F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
7. **Ethical Standards.** Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work, Contractor and subcontractors will e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form.

10. Intellectual Property. Contractor guarantees the sale or use of the Goods or the articles, software, copies, records, or other intellectual property provided or used to perform the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. Disposal. Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. Restoration. Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

17. Insurance. Contractor must obtain and maintain the following insurance:

**COMMERCIAL GENERAL LIABILITY**

Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations  
Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

**AUTOMOBILE LIABILITY INSURANCE**

Minimal Limits (hired and non-owned automobile coverage):  
\$2,000,000 per person \$2,000,000 per occurrence

**WORKERS' DISABILITY COMPENSATION**

Minimal Limits: \$500,000 per occurrence  
Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.

**EXCESS/UMBRELLA INSURANCE**

Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

**ADDITIONAL INSURED**

If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

Upon City request, Contractor will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Contractor will, upon City's request, allow inspection, auditing, and copying of all retained records.

19. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

20. Independent Contractor. Contractor is wholly independent of City. None of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for acts, omissions, and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for the Services. City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

## EXHIBIT B

YES

**2022-2024 Street Lighting and Traffic Signal  
Installation – Maintenance - Repair**

City of Wyoming

**UNIT PRICE SHEET**

STREET LIGHTS & TRAFFIC SIGNALS

1. Standard Rates (Monday through Friday 7:00 a.m. to 5:00 p.m.)	
• One Journeyman and Pickup Truck	<u>\$130.00</u> / hour
• One Journeyman and Bucket Truck	<u>\$140.00</u> / hour
• One Journeyman and Pole Truck	<u>\$140.00</u> / hour
• Additional Labor Person (no vehicle)	<u>\$ 95.00</u> / hour
• One Journeyman, truck, trailer, mini excavator	<u>\$ 210.00</u> / hour

MATERIAL

1. Markup of materials supplied (over cost)	<u>14% + 6% tax percent</u>
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Date: 05/19/22      Contact Person: Todd Strain  
Company Name: Strain Electric Co LLC  
Company Address: 2151 Beverly SW  
Wyoming MI 49519  
Phone No.: 616-453-2108

GRETCHEN WHITMER  
Governor

Michigan Department of Licensing and Regulatory Affairs  
Bureau of Construction Codes

Q160401

Electrical Contractor License

TODD C STRAIN  
2151 BEVERLY AVE SW  
WYOMING, MI 49519

License No.  
6103888

Expiration Date:  
12/31/2024

This document is duly  
issued under the laws of the  
State of Michigan

GRETCHEN WHITMER  
Governor

Michigan Department of Licensing and Regulatory Affairs  
Bureau of Construction Codes

Q160940

Master Electrician License

TODD C STRAIN  
16878 LANDING DR  
SPRING LAKE, MI 49456

License No.  
6213518

Expiration Date:  
12/31/2022

This document is duly  
issued under the laws of the  
State of Michigan

FED ID# 38-1723634  
ABC WORKERS COMP FUND #15105  
MESC #025388000

GRETCHEN WHITMER  
Governor

Michigan Department of Licensing and Regulatory Affairs  
Bureau of Construction Codes  
Journeyman Electrician License

Q144671

WILLIAM K LAUG  
17828 64TH AVE  
COOPERSVILLE, MI 49404

License No.  
6312648

Expiration Date:  
12/31/2022

This document is duly  
issued under the laws of the  
State of Michigan.

### Licensee Information: Electrical Journey 8317885

#### Licensee Detail

**License Type:** Electrical Journey  
**License Number:** 8317885  
**License State:** MI  
**Business Type:** Electrical Journey  
**Business Name:**  
**Number of Sites:**  
**Business License Expiration Date:**  
**License Issue Date:** 06/21/1996  
**License Expiration Date:** 12/31/2022  
**License Status:** Issued  
**DBA:**

**Type:**  
**Name:** GERALD C NELSON  
**Title:**

#### Related Records

Showing 0-0 of 0

ID	Record Number	Record Type	Project Name	Expiration Date
No records found				

#### Public Documents

#### Attachment List

ID	File Name	File Type	Upload Date
No records found			

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

RESOLUTION TO ACCEPT A QUOTE FOR  
BATTERY POWERED EXTRACTION EQUIPMENT AND STABILIZATION DEVICES AND  
TO AUTHORIZE THE TRADE IN OF THE OUTDATED EXTRICATION SYSTEM

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a quote from MI Rescue Resources, LLC. for battery powered extraction equipment and stabilization devices in the total estimated amount of \$50,584.50, which includes the trade in of the existing equipment.
2. Funds for the purchase are available in account number 101-337-33900-975.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from MI Rescue Resources, LLC. in the total estimated amount of \$50,584.50.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 1, 2022.

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

ATTACHMENTS:

Staff Report

Quote

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

## **STAFF REPORT**

Date: July 25, 2022

Subject: Extrication and Stabilization Equipment

From: Dennis Van Tassell, Deputy Fire Chief

Meeting Date: August 1, 2022

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### **RECOMMENDATION:**

It is recommended that the City Council purchase a full set of battery powered extrication equipment along with stabilization devices from MI Rescue Resources LLC. The overall cost of the equipment is \$50,584.50 after the trade in of an aging system that no longer can support maintenance or the necessary capacities to conduct extrication for modern automobiles.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

These extrication and stabilization tools will be utilized city wide for any resident or visitor into the city. The tools will compliment another battery powered system the department has in service. This system was chosen due to the speed of deployment along with the compatibility to the current battery and charging system utilized. If any issues arise, the batteries are interchangeable with the battery powered equipment in use by the department today. MI Rescue Resources LLC is the sole vendor for the State of Michigan for this specific system.

The current equipment is eighteen years old and utilizes a corded gas-powered generator. This vastly limits its capabilities. In addition, the annual maintenance and parts acquisition for any damaged equipment is getting increasingly difficult to find. During the last annual inspection, the vendor had to utilize parts from a device that was traded in since parts could not be found for repairs.

### **DISCUSSION:**

There was no bid for this equipment. In order for the department to utilize compatible equipment, it has to utilize the same battery system currently in use. MI Rescue Resources LLC is the only vendor for this equipment within the State of Michigan. MI Rescue Resources LLC is crediting \$1,250.00 by trading in the outdated extrication system.

### **BUDGET IMPACT:**

The purchase of: (1) Genesis C236-SL3 Cutter, (1) Genesis S49-SL3 Spreader, (1) Genesis 31" RAM, (1) Deluxe Slip Fit RAM Kit, (1) Genesis 17C-SL3 Combination Tool, (1) Kodiak Stabilization Kit, and on-site training equals \$51,834.50. After a trade in credit, the overall cost is \$50,584.50. Budgeted funds will be transferred from the current budget in account number 101-337-33900-975.000 Fire – Capital Outlay.

# MI Rescue Resources LLC

Sales Representative: Steve Funk

4298 Farrel Rd • Hastings, MI 49058 • 269.838.1930

EMAIL: [michigangenesi@gmail.com](mailto:michigangenesi@gmail.com)

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February 2<sup>nd</sup>, 2022

Deputy Chief Dennis Van Tassell  
Wyoming DPS  
1250 36<sup>th</sup> ST. S.W.,  
Wyoming, MI 49509  
vantasselld@wyomingmi.gov

Sir,

Rescue Resources hereby submits the following quote for Genesis Rescue Systems equipment from American Rescue Technology.

**One (1) - Genesis C236-SL3 EFORCE 3.0 Cutter with Standard blades** **\$12,366.00**

- Two (2) batteries and one (1) charger per unit
- Length-39.1in.; Width-10.2in.; Depth-9.5in.
- N.F.P.A. 1936 Compliant with ratings of A8-B9-C8-D9-E9-F4
- 8.3 in. opening and 236,000 lbs. cutting force, weighs only 51.8 lbs.
- Cutter blades made of forged steel.
- P/N: ART.109.351.4S

**One (1) – Genesis S49-SL3 EFORCE 3.0 Spreader** **\$12,550.50**

- Two (2) batteries and one (1) charger per unit
- Length-38.7in.; Width-11.1in.; Depth-9.5in.
- N.F.P.A. 1936 Compliant
- 28.1 in. opening, weights only 45.6 lbs., Pulling Distance-22 in.
- Lowest Spreading Force-11,475 LBF, Highest Spreading Force-17,100 LBF
- Lowest Pulling Force-6,750 LSF, Highest Pulling Force-12,150
- P/N: ART.109.173.6

**One (1) – Genesis 31" EFORCE PUSH-PULL 3.0 Ram** **\$ 9,801.00**

- Two (2) batteries and one (1) charger per unit
- Length-20.5in.; Width- 4in.; Depth-8in.; Weights only 40 lbs.
- Max Pushing Force- 32,300LBF, Max Pulling Force – 10,300LBF
- N.F.P.A. 1936:2015 Compliant,
- P/N: ART.031.901.2

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## Genesis Rescue Tools

Sales • Service • Training

# MI Rescue Resources LLC

Sales Representative: Steve Funk

4298 Farrel Rd • Hastings, MI 49058 • 269.838.1930

EMAIL: [michigangenesi@gmail.com](mailto:michigangenesi@gmail.com)

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**One (1) – Deluxe Slip Fit Ram Kit**

**\$ 2,065.00**

- Includes: Angled “V” Head, “X” head, 10” Extension, 5” Extension, Spanner Wrench, Pulling Shackles and Pins, Pulling Adapters, 3” Slip Fit Extension
- P/N: ART.011.520.1

**One (1) – Genesis 17c-SL3 EFORCE Brute Combination tool**

**\$12,442.50**

- Two (2) batteries and one (1) charger per unit.
- Spreading Distance-15.9 in.: Pulling Distance-16in.; Cutting Opening-13.2in.
- Length-37.6in.; Width-37.6in.; Depth-9.5in.; Weighs only 48.3lbs.
- Lowest Spreading Force-6,525 LBF; Highest Spreading Force-9,000 LBF
- Lowest Pulling Force-8,100 LBF; Highest Pulling Force-12,825 LBF
- N.F.P.A. 1936 Compliant rating of A7-B9-C7-D9-E9-F6
- P/N: ART.109.261.1

**One (1) – Standard Kodiak Kit**

**\$2,209.50**

- Each Kit Contains: (2) Struts 27”-42”, (2) 15” Extensions, (2) 30” Extensions, (2) Ratchet Straps, (1) Carrying Case
- P/N: ART.500.100.1

**SUBTOTAL**

**\$51,434.50**

**SHIPPING**

**\$ 400.00**

**TRADE IN TRADITIONAL TOOL SET**

**- \$1,250.00**

**TOTAL**

**\$50,584.50**

**Free Extrication Tool Training:**

- Three (3) hours – Hands on training included with the purchase of a set of Genesis Extrication Tools.

Thank you for the opportunity to submit this quote. If you have any questions, I can be reached at 269.838.1930, 24/7.

For further information on a full line of Genesis tools and training please visit the Genesis Tools website at

<http://www.genesisrescue.com/html/batteryefs45.php> .

- Prices Good Through: December 30, 2022
- Delivery: 60 days or less normally
- Terms: 15 days
- F.O.B.: Kettering, Ohio
- Shipping estimated actual cost will be noted on the invoice

Thank you,  
Steve Funk

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**Genesis Rescue Tools**

Sales • Service • Training

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

RESOLUTION TO ACCEPT A PROPOSAL FOR RETURN ACTIVATED SLUDGE  
PUMP PARTS AND TO AUTHORIZE THE MAYOR AND CITY CLERK  
TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal from Kerr Pump and Supply, Inc. for return activated sludge pump parts at the Clean Water Plant in the total estimated amount of \$13,925.00.
2. Funds for the purchase are available in the Clean Water Plant account number 590-590-54300-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Kerr Pump and Supply, Inc in the total estimated amount of \$13,925.00.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 1, 2022.

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

ATTACHMENTS:

Staff Report  
Contract/Proposal

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

## STAFF REPORT

Date: July 19, 2022

Subject: Purchase of Return Activated Sludge Pump Parts

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: August 1, 2022

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### **RECOMMENDATION:**

It is recommended that the City Council accept the proposal as provided by Kerr Pump and Supply for return activated sludge pump parts in the total amount of \$13,925.00.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Regular and proper upkeep of utility plant equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Clean Water Plant.

### **DISCUSSION:**

Return activated sludge pumps are utilized at the Clean Water Plant to pump the solid residuals that are the byproduct of wastewater treatment. Building “P” utilizes six such pumps to move sludge from the final clarifiers back to the inlet of the aeration tanks to maintain the correct concentration of activated sludge in the aeration tanks, ensuring that the required degree of treatment can be achieved within the designated time. Four of the six pumps run continuously and the remaining two serve as backup. Hence the plant’s day-to-day operation is heavily dependent on this pumping technology.



Plant staff maintains and repairs the return active sludge pumps as required for longevity and optimal performance. Recently, one such pump required a complete overhaul which consumed the impeller and spare parts in inventory. It is prudent to have these parts in inventory, especially with the supply chain difficulties of the current market. The existing pumps are manufactured by Fairbanks and distributed by Kerr Pump and Supply. Therefore, Kerr Pump and Supply was contacted to quote the replacement parts.

Considering the importance of having spare parts in inventory for pump repair and that Kerr Pump and Supply is the exclusive supplier of Fairbanks equipment and parts for the state of Michigan, it is recommended the City Council accept the proposal as provided by Kerr Pump and Supply for return activated sludge pump parts in the total amount of \$13,925.00.

### **BUDGET IMPACT:**

Adequate funds exist in the Clean Water Plant account #590-590-54300-775.000.

CITY OF  
**Wyoming**  
MICHIGAN

**CITY PURCHASING CONTRACT**  
CITY OF WYOMING, MICHIGAN  
(MORE THAN \$7,500)

This Contract is made as of the Effective Date between the City and the Supplier.

"City" means the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509-0905.

"Effective Date" means: August 2, 2022.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's proposal attached as Exhibit B and includes any City-issued plans and specifications on which the supplier's proposal is based.

"Standard Terms and Conditions" means the attached single page Exhibit A entitled "City Purchasing Standard Terms and Conditions."

"Supplier" means: Kerr Pump and Supply, Inc.  
(Name of supplying entity)  
A Michigan corporation  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
12880 Cloverdale  
(Supplier's street address)  
Oak Park, MI 48237  
(Supplier's city, state & zip)

**TERMS AND CONDITIONS**

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

1. Supplier will supply the Items as detailed in the Proposal.
2. City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants, except for those specifically waived or modified in this paragraph Supplier is complying with and will comply with the Standard Terms and Conditions. Additional terms and conditions are as follows. If there is any conflict between the following the Standard Terms and Conditions, the following will control. **THE TERMS AND CONDITIONS OF SALE DATED 1/1/2018 REFERRED TO IN THE PROPOSAL ARE SUPERSEDED AND REPLACED IN THEIR ENTIRETY BY THE FOLLOWING.**

The City, at its expense, will install all Items. The City will be conclusively deemed to have accepted the Items unless it notifies Supplier in writing within 30 days of delivery that any Item fails to meet requirements of this contract. Supplier will then have reasonable time to make necessary replacements, repairs, or refunds as provided in this contract.

**THERE ARE NO SUPPLIER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE, RELATED TO THE ITEMS EXCEPT AS EXPRESSLY STATED HEREIN.** Supplier warrants all Items manufactured by it to be free from defects in workmanship or material for a period of 1 year from date of startup, provided that in no event shall this warranty extend more than 18 months from the date of shipment from Supplier. If during this warranty period an Item manufactured by Supplier is returned to Supplier at its offices in Oak Park, Michigan, transportation charges prepaid, and Supplier finds it to be defective in workmanship or material, Supplier will, at Supplier's option, either replace or repair it free of charge, F.O.B. Oak Park, Michigan, or refund the purchase price.

Equipment purchased by Supplier from outside sources which is sold to the City or incorporated into any Item manufactured by Supplier is warranted only to the extent of and by the original manufacturer's warranty or guarantee, if any.

Supplier assumes no liability for consequential damages. The City, by accepting delivery, assumes all liability resulting from anyone's use or misuse of any Item sold by Supplier. Supplier assumes no field expense for service or parts, unless authorized in writing in advance by Supplier's authorized representative.

The City agrees by accepting receipt of Items that it has the duty to inspect the Items on a continuing basis; to provide proper safety devices and equipment or means necessary to safeguard any operator from harm during use of Items; to adequately safeguard each Item; and, to meet all applicable government safety standards which may be imposed from time to time, including, but not limited to, the 1970 Occupational Safety and Health Act, as amended.

Orders may be cancelled or modified only with Supplier's written consent and upon payment of reasonable cancellation or modification charges. Items may be returned only as Supplier authorizes. If Supplier accepts a return of Items, they are subject to inspection for saleable condition. A restocking charge and all costs and related sales expenses are the City's responsibility.

All statements, quotations, and agreements are subject to and without Supplier's liability for circumstances beyond Supplier's control, including war, manufacturing contingency, acts of God, fire, floods, accidents, riots, strikes, labor disturbances, and transportation delays.

CITY OF  
**Wyoming**  
MICHIGAN

4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both City and Supplier.

City and Supplier have signed this Contract as of the Effective Date.

**City of Wyoming**

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

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

**Kerr Pump and Supply, Inc.**

By: \_\_\_\_\_  
(Signs as officer, director or principal of Supplier)

\_\_\_\_\_  
[Typed/Printed Name & Title of Person Signing for Supplier]

Date signed: 7/19, 2022

CITY OF  
**Wyoming**  
MICHIGAN

**CITY PURCHASING STANDARD TERMS AND CONDITIONS**

1. **Applicability.** Except as modified in writing signed by either the Mayor and City Clerk or the City Manager, these Standard Terms and Conditions (**these Terms**) apply to City of Wyoming (**City**) purchases of parts, equipment or other goods that do not involve any services from the supplier identified on the face of the contract (**Supplier**). By signing the contract Supplier attests it complies and will comply with these Terms.
2. **Legal Compliance.** Supplier will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction.
3. **Qualifications.** Supplier represents and promises that:
  - A. Neither Supplier nor Supplier's principals, owners, officers, shareholders, key employees, directors, members or partners (i) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) has within 3-years preceding this contract been convicted of or had a judgment against it/him/her for fraud or a criminal offense connected with obtaining or attempting to obtain a public contract, for violating antitrust statutes, or for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently charged with any of the preceding offenses; or (iv) has within 3-years preceding this contract had a public transaction terminated for cause or default.
  - B. Unless otherwise approved by the City Purchasing Director or City Attorney, Supplier and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
  - C. Neither Supplier nor Supplier's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
4. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that suppliers or others engage in for or on behalf of City. Accordingly:
  - A. Supplier in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
  - B. Supplier will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
  - C. If Supplier will engage with others on City's behalf, Supplier must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Supplier must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
5. **Ethical Standards.** Supplier and its directors, members, partners, officers and employees, and any Supplier parent, affiliate, or subsidiary has not engaged in and will not: (i) engage in an act creating an appearance of impropriety with respect to this contract; (ii) attempt or appear to influence an elected or appointed City officer or employee by a direct or indirect offer of anything of value; or (iii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of this contract. No owner, director, officer, member, partner or key employee of Supplier of any Supplier parent, affiliate, or subsidiary is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City officer or board/commission member except as already disclosed in writing to City. Supplier will immediately notify City of any change in this statement.
6. **Intellectual Property.** Supplier guarantees the sale and City use of articles, software, copies, records or other intellectual property provided by the Purchase will not infringe any copyright, patent, trademark or other intellectual property rights. Supplier will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights because of their sale or use and will pay all amounts recoverable in any such action.
7. **Quality.** Unless otherwise stated in the Supplier's proposal, all materials and items supplied will be new, the best of their respective kind, and free from defects.
8. **Taxes.** City is generally exempt from federal and state taxes. A copy of its tax certificate of exemption can be requested by contacting the City Finance Department.
9. **Manufacturer Information/Warranties.** Supplier will provide City all manufacturer parts lists, assembly or maintenance information, and other documents provided by the manufacturer

for all items provided under the Purchase and shall ensure any warranties for such items are held by City.

10. Records. City is a public entity receiving funds from other governmental agencies, and must retain, be able to obtain, and/or audit records related to City purchases. Supplier will retain all records related to this contract for at least 6 years and will, upon City's request, provide copies of and allow City to audit all retained records.

11. Assignment/Beneficiaries. Unless otherwise provided in writing, (i) no right or duty of Supplier under the Purchase may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this contract.

12. Independence. Supplier is independent of City and none of Supplier's personnel shall be or be represented to be City officers or employees. Supplier is solely responsible for the acts, omissions and statements of Supplier's personnel.

**Exhibit B**  
**Proposal**



**Quote Date**  
7/6/2022

**PO Number**  
DAVID

**Quoted By**  
Gary Moore  
Inside Sales

**Quote Number**  
QTE213385

**Bill To:**

WYOMING, CITY OF  
16700 NEW HOLLAND STREET  
HOLLAND, MI 49424

**Ship To:**

CITY OF WYOMING CLEAN WATER PLANT  
ATTN: david bartz 616-261-3574  
2350 IVANREST AVE SW  
WYOMING, MI 49418

PO Number	Ship Method	Salesperson	Exp Ship	Pay Terms	Customer No.	
DAVID	UPS - PREPAID & ADD	31	09/15/2022	N30	WYOMI002	
Item	Description	Quantity	B/O	U of M	Unit Price	Extended Price
CP5855AT 9660 F	FAIRBANKS IMPELLER WASHER	1	0	EA	\$40.00	\$40.00
T40D14B 3380 F	SHAFT SLEEVE	1	0	EA	\$937.00	\$937.00
T8D1DB 0220F	IMPELLER CW,2VN,A RG	1	0	EA	\$7,081.00	\$7,081.00
T6C17C 9630F	RING IMPELLER	1	0	EA	\$2,474.00	\$2,474.00
11FM7A0202 0003F	CAP SCREW 3/4-	1	0	EA	\$14.00	\$14.00
T8D16X 3380 F	RING CASE FRONTHEAD WEARING	1	0	EA	\$3,379.00	\$3,379.00
<b>Subtotal</b>						\$13,925.00
<b>Trade Disc</b>						\$0.00
<b>Freight</b>						\$0.00
<b>Misc</b>						\$0.00
<b>Tax</b>						\$0.00
<b>Total</b>						\$13,925.00

All quotations and contracts are subject to Kerr Pump and Supply, Inc. Terms and Conditions of Sale dated 1/1/2018, a copy of which can be found on our website [kerrpump.com](http://kerrpump.com). Placing an order is acceptance of these terms. Shipment time is an approximation based on current inventory and factory production schedules. Quotation is valid for 10 days from Quote date.

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

RESOLUTION TO ACCEPT A PROPOSAL FOR ENGINEERING SERVICES FOR THE  
HIGH SERVICE DISCHARGE PUMP VALVE REPLACEMENT PROJECT AND TO  
AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal for engineering services from Tetra Tech for the High Service Discharge Pump Valve Replacement Project at the Water Treatment Plant in the total estimated amount of \$93,000.00.
2. It is further recommended the City Council authorize 10% or \$9,300.00 of the bid value for construction contingency.
3. Funds are budgeted in account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal for engineering services for the High Service Discharge Pump Valve Replacement Project at the Water Treatment Plant in the total estimated amount of \$93,000.00.
2. The City Council does hereby authorize 10% or \$9,300.00 of the bid value for construction contingency.
3. The City Council does hereby authorize the City Manager to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 1, 2022.

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

ATTACHMENTS:

Staff Report  
Contract

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

## STAFF REPORT

Date: July 14, 2022  
Subject: Discharge Valve Replacement Engineering  
From: Dan Kleinheksel, Utility Maintenance Manager  
Meeting Date: August 1, 2022

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### RECOMMENDATION:

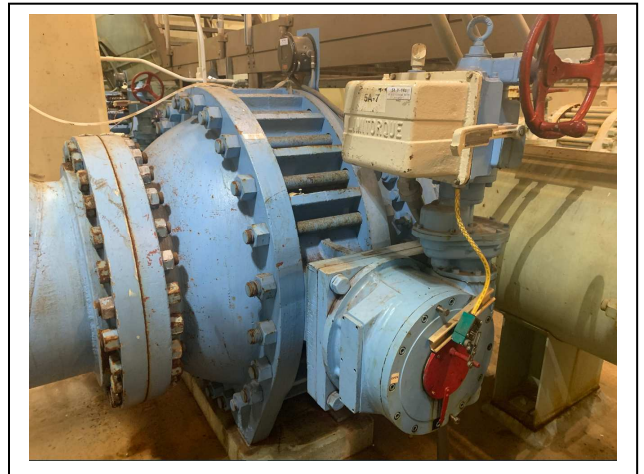
It is recommended that the City Council approve the High Service Discharge Pump Valve Replacement Project engineering services agreement from Tetra Tech for the amount of \$93,000.00 plus a 10% contingency for a total amount of \$102,300.00.

### COMMUNITY, SAFETY, STEWARDSHIP:

The replacement of the existing valves and actuators will ensure reliable high service operation which supplies drinking water to the City of Wyoming and wholesale customers. Engineering, design, and construction oversight for compliance provides the City with assurances of the best project outcome.

### DISCUSSION:

The Water Treatment Plant houses ten high service pumps that pump water approximately twenty-six miles through various piping and valving to supply clean, safe drinking water to wholesale customers and the City of Wyoming. Due to leaking valve seats and repair part obsolescence, four of the high service pump discharge valves were budgeted for replacement. Recently, one such valve has failed completely, rendering high service pump 7 inoperable. Due to the critical function of high service pump operation, it is necessary and prudent to replace four high service discharge valves.



Therefore, three trusted and capable engineering firms who have in-depth knowledge of the Water Treatment Plant were contacted to provide proposals for the replacement of the discharge valves on four high service pumps. Plant staff met with all three firms and provided project information to ensure fair, competitive opportunities. All three firms returned with a proposal and they are as follows.

Black & Veatch	\$181,805.00
Fishbeck	\$54,300.00
Tetra Tech	\$93,000.00

Upon review of the proposals received, Tetra Tech was found to have competitive pricing and was very thorough with their project scope and understanding. While Fishbeck offered the lowest proposal, it only included design and bidding. The proposal Tetra Tech provided includes comprehensive electrical design for the valve actuators, construction oversight, and SCADA programming, none of which was included in the proposal from Fishbeck. Therefore, it is recommended that the City Council approve the High Service Discharge Pump Valve Replacement Project engineering services agreement from Tetra Tech plus contingency for the total amount of \$102,300.00.

**BUDGET IMPACT:**

Adequate funds have been budgeted for and exist in the Water Treatment Plant capital account #591-591-57300-986.444.



**TETRA TECH**

June 6, 2022

*Transmitted Electronically*

Mr. Dan Kleinheksel  
City of Wyoming Utility Maintenance Manager  
2350 Ivanrest  
Wyoming, Michigan 49418

Re: City of Wyoming Michigan  
Water Treatment Plant – High Service Pump Discharge Valve Replacement  
Proposal for Design, Bidding, Construction and Programming  
Engineering Services

Dear Mr. Kleinheksel:

Thank you for the opportunity to submit our professional services proposal to assist the City of Wyoming with engineering services to replace the High Service Pump (HSP) Discharge valves and actuators for pumps 7, 8, 9 & 10.

Based on our recent meetings with you and your staff we understand HSP No. 7 discharge valve actuator recently (May 2022) failed, preventing operation of HSP No. 7 until the valve and actuator are replaced. HSP discharge valves No. 7 through No. 10 are all similar age and type and have served their useful life. The City is seeking engineering proposals to fully replace the four existing 30-inch HSP Discharge valves (No. 7 through No. 10) and associated actuators with new Pratt, Dezurik or Ross valves and electric Rotork actuators.

Under this contract Tetra Tech (ENGINEER) will provide engineering design drawings as needed to replace the existing HSP 7, 8, 9, and 10 discharge valves and electric actuators at City of Wyoming Water Treatment Plant (WTP).

In addition, Tetra Tech will provide bidding assistance, construction engineering, programming, and startup services during the execution of the project.

#### **BACKGROUND**

The City of Wyoming operates and maintains a 120 million gallons per day WTP located in Holland Michigan near the shore of Lake Michigan. High service pumping is a critical WTP component to reliably deliver clean (treated) water to your customers and having the full array of high service pumping capabilities is critical to daily operation. The current 30-inch discharge valves No. 7 through No. 10 and related electric actuators have served their useful life.



The current discharge valves utilize rubber seals and have been prone to leaking. The electric valve actuators are powered via 125 volt (nominal) direct current (DC) source from a lead acid battery array that provides power to the valve actuators regardless of utility provided power source, meaning if the utility power goes out the discharge valves can still actuate because the 125 Vdc power source utilizes the battery bank as a backup power source.

A summary of concerns are as follows:

- Overall age of the existing high service discharge valves.
- Leaky discharge valve seals.
- Age of the existing electric valve actuators.

## INITIAL ASSESSMENT

Our initial assessment of this project shows this is more than a simple replacement project with several obstacles that need to be overcome (engineered) during the design phase to achieve a successful project. We have contacted Kurt Somsel at Rotork and he has indicated Rotork can provide a direct replacement for the existing DC powered valve actuator units. Due to age and most likely the inability to remove existing actuator power & control wiring, we recommend that each of the valve actuator disconnects and related wiring be reengineered (replaced) to accommodate new wiring and conduits between the DC power source and the new valve actuators.

Our expert design team has identified several critical aspects to achieving a successful project including the following:

- Valve selection will need to consider the different manufactures valve gearbox types and desired stroke length.
- Valve selection will need to consider alternate seal materials (metal in lieu of rubber).
- The existing motorized actuators are designed to utilize the existing battery bank 125 Vdc nominal, 130+ Vdc actual voltage which is outside of the new Rotork actuator voltage range of 110 Vdc and will necessitate design incorporation of a DC-DC voltage regulator system for each of the four actuators to regulate the voltage down to nominal 110 Vdc standard of the new actuators.
- Clear wiring diagrams for wiring of each of the discharge valves is critical to proper pump operation. Tetra Tech has intimate knowledge on the existing HSP Switchgear and HSP starter circuits from our design work in the mid-2000's.
- Due to the existing piping configuration and space constraints in the valve areas, it will be critical for the engineer to detail a sequence of construction to help identify critical aspects of equipment installation.
- The existing conduit and wire for power and input/output points for each of the valve actuators will need to be replaced, including existing disconnect junction boxes. This engineering detail cannot be overlooked and shouldn't be left to the contractor to figure out, so our proposal includes design time to properly lay out these critical items.
- Proper specification of the valve actuator and limit switch details will need to occur as well as oversight during construction to verify proper installation has occurred before system startup.

- Programming of the actuators is critical to minimize the risk upon startup.

**Critical Details:**

Replace existing disconnects.

Replace existing conduits.

Valve gearbox interface selection.

Actuator voltage regulation.

Installation details.

Detailed wiring diagrams.

HIGH SERVICE PUMP NO. 8 DISCHARGE VALVE

**SCOPE OF SERVICES**

Scope to include the following elements:

- Design a replacement for the existing valve actuator disconnects and related wireways to accommodate new conduit and wire.
- Evaluate valve manufactures and work with the City to select the best fit for this application.
- Evaluate whether a procurement contract should be used to facilitate quicker equipment delivery, with the understanding that the new equipment is desired to be operational by summer 2023. If a procurement contract looks to be advantageous to the City Tetra Tech will prepare an equipment procurement package as an optional design service (see below).
- Develop specifications and drawings for bidding and construction.
- Develop recommended valve/actuator replacement sequence.
- Develop demolition details.
- Provide bidding assistance.
- Provide supervision of contracted services for installation.
- Provide on-site programming and startup services.

## DESIGN

- ENGINEER will develop design drawings as follows:
  - Design Elements:**
    - Cover Drawing/Sheet index
    - Mechanical process plan, section, and details
    - Electrical background plans
    - Valve and limit switch wiring diagrams
    - Power one-line
    - PLC input/output layout and signal integration details
- ENGINEER shall submit design documents at approximately 50% and 90% design stage and conduct a design review meeting following each submittal.
- ENGINEER shall develop appropriate technical specifications.
- ENGINEER shall prepare opinion of probable construction cost.
- ENGINEER shall detail the demolition and remediation of the existing equipment.
- ENGINEER shall develop installation details including. This includes a site visit with a qualified contractor to help develop installation alternatives to facilitate equipment changeout.
- ENGINEER shall develop a Michigan EGLE Act 399 permit application for the City's submittal to EGLE.
- ENGINEER shall deliver the completed drawings in electronic PDF and AutoCAD formats.
- Deliver to City a final design drawing & specification package.

### *Design Option*

- Prepare a procurement package to facilitate quicker equipment delivery of either the valve and/or valve actuator equipment.

## BIDDING ASSISTANCE

- Assist the City in preparing front-end contract documents. We have budgeted a total of 16-hours for this task.
- Provide one (1) copy of the Contract Documents (engineering drawings and specifications) and any addenda, which may be issued to bidding service agencies, such as Dodge Reports. Additional sets required for bidding will be sold to bidders or others for a nominal fee approximately equal to the cost of printing and handling.
- Conduct one (1) pre-bid meeting, maximum of one (1) days, at the City's office or WTP.
- Respond to questions and prepare and issue addenda as required to interpret, clarify, or expand the bidding documents.
- Review and evaluate the apparent low bidder's qualifications for undertaking the work.
- Consult with and advise the City as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor (hereinafter called "Contractor") of those portions of the work as such acceptability is required by the bidding documents.
- Assist the City in evaluating bids and make recommendation of the award of the contract

- Assist the City in obtaining the insurance, performance bond and payment bond certificates and other such submittal items required from the Contractor by the contract documents so that construction of the project can begin.

#### **CONSTRUCTION ENGINEERING**

- ENGINEER shall administer the Contractors contract for this project.
- ENGINEER shall conduct one (1) pre-construction meeting at City facility.
- ENGINEER shall provide shop drawing reviews.
- ENGINEER shall inspect the construction site during four (4) site visits to evaluate construction progress and answer contractor questions.
- ENGINEER shall modify the drawings to conform to construction records at the conclusion of the project.

#### **PROGRAMMING AND STARTUP SERVICES**

- ENGINEER to reintegrate the new valve actuators and limit switch signals into the WTP Programmable Logic Controller (PLC) and front-end Wonderware System Platform system.
- ENGINEER will provide electrical startup to assist the contractor and software programmer with actuator startup during four (4) ½ -day site visits.

#### **ASSUMPTIONS**

- City shall provide typical front-end contract documents to be incorporated into the overall project front-end specifications.
- The City will provide record drawings of the existing High Service Pump Station pipework. Our level of effort and fee are based on updating existing background drawings and does not include development of new structure and pipework backgrounds.
- Process mechanical design effort assumes proposed ball valve will have the same laying length as the existing valve and no permanent piping modifications are required. Some adjacent piping may need to be disassembled and reassembled for valve installation.
- Our level of effort and fee are based on the selection of a metal single-seated ball valve versus a double-seated valve due to the DC actuator torque limitations and desired stroke length.
- Hazardous materials survey, assessment, or mitigation design is not included in the proposed scope of work or level of effort.
- Equipment pre-procurement bidding documents and pre-procurement bidding services are not included in the proposed base scope of work or level of effort but is included in the stated optional design service.
- Our level of effort and fee is based on matching existing valve cycle times. Transient analysis to determine opening and closing cycles is not included.

#### **SCHEDULE**

We are prepared to begin work within 1-week of receipt of your written authorization to proceed. We estimate the design to be complete within a 3-month time-period.



**COMPENSATION**

Compensation for the professional services for this project will be based on time and materials at a not to exceed fee of:

Design	\$48,000
Bidding	\$10,000
Construction	\$18,000
Programming	\$4,000
Startup	<u>\$7,000</u>
<b>TOTAL w/o option</b>	<b>\$87,000</b>

Optional Equipment Procurement Package Development \$6,000

**TOTAL w/ option \$93,000**

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. A return envelope is enclosed for your convenience. Our Standard Terms and Conditions are attached and considered a part of this proposal.

**CONCLUSION**

We look forward to working with you on this important project. If you need additional information, please call me at (734) 417-4430.

Sincerely,

Mick S. Jones, P.E.  
Senior Project Manager

Benjamin C. Whitehead, P.E.  
Sr. Process Mechanical Engineer

Encl.: Standard Terms and Conditions

**PROPOSAL ACCEPTED BY** \_\_\_\_\_

**TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

*Water Treatment Plant – High Service Pump Discharge Valve Replacement Proposal*



# Tetra Tech of Michigan, PC

## Engineering Services Standard Terms & Conditions

**Services** Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

**Compensation** In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

**Fee Definitions** The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

**Payment Terms** Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

**Additional Services** The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**Site Access** The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

**Underground Facilities** Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

**Regulated Wastes** Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

**Contractor Selection** Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

**Ownership of Documents** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

**Standard of Care** Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

**Period of Service** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

**Insurance and Liability** Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**Indemnification** Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

**Dispute Resolution** The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

**Suspension of Work** The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**Authorized Representative** The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

**Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Independent Consultant** Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

**Compliance with Laws** Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Permits and Approvals** Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**Consequential Damages** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

**Waiver of Subrogation** Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

**Environmental Matters** The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

**Cost Opinions** Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

**Contingency Fund** The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

**Safety** Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

**Information from Other Parties** The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**Force Majeure** Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**Warranty** Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

**Severability** Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Survival** All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

**Assignments** Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

**Governing Law** The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Collection Costs** In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

**Equal Employment Opportunity** Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

**Attorney Fees** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

**Third Party Beneficiaries** Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**Lien Rights** Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

**Captions** The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

ORDINANCE NO. 15-22

ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF ORDINANCES BY  
ADDING SUBSECTION (134) TO REZONE 5050 BYRON CENTER AVE SW AND  
2180 52<sup>ND</sup> ST SW FROM R-1 TO PUD-4

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is amended by adding subsection (134) to read as follows:

(134) "The Pines":

(a) To rezone the following described property at 5050 Byron Center Avenue SW (parcel number 41-17-27-300-048) and 2180 52<sup>nd</sup> Street SW (parcel number 41-17-27-300-038) from R-1 Residential District to PUD-4 General Planned Zoning District:

**PARCEL NUMBER 41-17-27-300-048, AS SURVEYED:**

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 27, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 27; THENCE S 01'19'23" E 132.00 FEET ALONG THE WEST LINE OF SAID SECTION 27; THENCE S 8T58'45" E 283.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 8T58'45" E 2364.63 FEET ALONG THE SOUTH LINES OF GOLFPARK WEW ESTATES AND GOLFPARK WEW ESTATES NO. 2 TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 27; THENCE S 01'05'.37" E 1667.10 FEET ALONG SAID NORTH-SOUTH 1/4 LINE, ALSO BEING THE WEST LINE OF CHATEAU ESTATES NO. 4 AND CHATEAU ESTATES NO. 5; THENCE N 8T55'44" W 740.05 FEET; THENCE S 01'05'43" E 150.00 FEET; THENCE N 8T55'44" W 350.00 FEET; THENCE N 01'05'43" W 100.00 FEET; THENCE N 84.17'41" W 787.61 FEET; THENCE N 8T55'44 W 718.16 FEET TO THE EAST LINE OF BYRON CENTER AVENUE SW; THENCE N 01"19'23" W 1200.72 FEET ALONG SAID EAST LINE; THENCE N 88.40'.37" E 233.00 FEET; THENCE N 01"19'23" W 450.86 FEET TO THE POINT OF BEGINNING. CONTAINING 98.29 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

**PARCEL NUMBER: 41-17-27-300-038, AS SURVEYED:**

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 27, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 27; THENCE N 8T55'46" W 976.03 FEET ALONG THE SOUTH LINE OF SAID SECTION 27; THENCE N 01'05'41" W 33.14 FEET TO THE NORTH LINE OF 52ND STREET AND THE POINT OF BEGINNING; THENCE N 87.55'44" W 893.91 FEET ALONG SAID NORTH LINE; THENCE N 01'19'23" W 841.12 FEET; THENCE S 84.17'41" E 787.61 FEET; THENCE S 01"05'43" E 100.00 FEET; THENCE S 8T55'44" E 114.00 FEET; THENCE S 01"05'41" E 690.93 FEET TO THE POINT OF BEGINNING. CONTAINING 16.42 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

(b) This rezoning is conditional upon the development’s compliance with all the following:

(1) This rezoning is conditional upon all development being consistent with the overall development plan for The Pines project as presented at the City Planning Commission meeting of July 19, 2022, consisting of a project narrative prepared by Mark Avis, Redhawk Multi-family, drawings and renderings with such changes as are approved during the approval of the final development plan(s). However, the development must comply with the following:

- i. Permitted Uses – This development as approved shall include the following uses:
  - i. Commercial and office uses not to exceed 29,500 sf. All uses shall comply with sections 90-401B and 90-418B.
  - ii. Residential uses not to exceed 604 units.
- ii. Unit count and housing type – This development as approved shall include the following unit types, number of buildings for each unit type, and number of units. The final development may not exceed the following outlined numbers:

	Number of Units	Number of Buildings
2-Story Condos (Sale)	58	29
1-Story Ranch Condos (Sale)	38	19
Starter Condos (Sale)	50	2
Lofts (Rent)	58	29
Townhomes (Rent)	160	8
Condos (Rent)	240	15
TOTAL	604	

- iii. Common Open Space - This development as approved shall include 29.7 acres of open space, inclusive of a 13-acre dog park. Open Space areas shall generally be consistent with “Open Space Exhibit” prepared by Wolverine Engineers & Surveyors, Inc., for the Pines Development – Domo/Redhawk project, Job No. 21-00789, Sheet No. C2.1, dated 06/06/2022.
- iv. Quality Finishes – This development as approved shall include façade finishes comprised of high-quality materials including stone, masonry, wood, hardi-plank and glass rather than vinyl or aluminum siding. Metal and stone roof accents shall be incorporated into the design as generally depicted in “The Pines Redevelopment Architectural Examples.”

(2) All streets shall be private.

(3) The final site plan must accommodate future access opposite Cottondale Drive on 52<sup>nd</sup> Street for future access to the corner parcel (5160 Byron Center Ave SW). The entrance must be modified to allow left-turns into the site from the Golfton Driveway entrance.

(4) The developer must provide to the City Engineer alternatives to consider for possible delays at the Byron Center Ave SW and Woodlake entrance.

- (5) Parcels must be combined for future development and to do so, ownership must be consolidated.
- (6) Zero lot lines within the development are permitted but setbacks must be maintained at the borders of the parcel as depicted on the “Preliminary Site Plan” prepared by Wolverine Engineers & Surveyors, Inc., for the Pines Development – Domo/Redhawk project, Job No. 21-00789, Sheet No. C2.0, dated 06/06/2022 and as minimally described below:
  - (A) Front yard: 35’ minimum
  - (B) Side yard: 20’ minimum (if the side yard abuts a street having residences fronting) or 25’ minimum (principal non-residential buildings)
  - (C) Rear yard: 35’ minimum
- (7) The following site signage is allowed:
  - (A) 1 double-sided monument sign up to 88 square feet on each side.
  - (B) 2 double-sided monument signs up to 48 square feet on each side.
  - (C) 105 exterior building wall signs, each not to exceed 9 square feet.
  - (D) 15 exterior directional signs, each not to exceed 9 square feet.
  - (E) Storefront signs on rear and front of building, size of each in accordance with the city’s zoning ordinance allowance.
- (8) Parking within the development must comply with the following:
  - (A) Average parking spaces per dwelling unit: 1.72
  - (B) Total spaces allocated to residential units: 1,040 spaces.
  - (C) Total spaces allocated to commercial uses: 85 units.
  - (D) Total spaces allocated to amenities (*e.g.*, clubhouse and dog park): 70 spaces.
  - (E) Total spaces not to exceed: 1,195 spaces.
- (8) The developer must require membership in and payment of dues and special assessments to a home-owners association (HOA) by owners of all separately owned lots or units, and the owners of all buildings. The dues shall be allocated among participants in such a manner to be reasonably fair and shall be reviewed and approved by the City Manager. Dues and other amounts collected by the HOA shall always be sufficient to pay all costs of the oversight, governance, operation, maintenance, repair, replacement, and, if desired, improvement of streets, common elements, open spaces, and amenities to ensure they are and remain in a condition at least as good as the City provides for comparable City-owned amenities. The HOA shall have the authority to compel payments of dues and special assessments by the owners of all the lots and buildings. The developer shall provide drafts for review by the City attorney and final documents complying with this requirement must be in effect prior to final site plan review and prior to issuance of any building permit, including any permit for a model structure.

Section 2. That this ordinance shall take effect on \_\_\_\_\_, 2022.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on \_\_\_\_\_, 2022.

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

July 26, 2022

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request to grant a rezone from R-1 to PUD-4 at 5050 Byron Center Avenue SW and 2180 52<sup>nd</sup> Street SW.

Recommendation: To approve the PUD-4 rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on July 19, 2022. A motion was made by Hall, supported by VanDuren, to recommend to the City Council to recommend to City Council approval of the request for a rezone to PUD-4. The motion passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

The petitioner proposes to rezone 114.52 acres from R-1 to PUD-4. The project referred to as “The Pines,” is proposed to be a mixed-use development that includes 604 residential units and commercial uses. The residential portion of the project is proposed to include a variety of housing types and ownership models (renter and owner occupied) including low-density buildings (e.g. duplexes and lofts) and medium density buildings (e.g. 2-3 story apartment buildings and townhomes). The commercial portions of the development will include office and retail uses. The developer is also installing EV chargers and integrating other low impact designs, such as rain gardens, into the open space and public areas. The proposed PUD also includes a 13 acre dog park.

Planning Commissioners stated that they believed that the proposed PUD was in alignment with the Wyoming [re]imagined master plan and future land use plan and the City’s housing plans. They expressed gratitude to the developer for working with the neighboring residents and with staff to create a PUD that preserves significant open space and provides a diversity of housing options as articulated in the city’s master plan.

The proposed PUD included a request from the developer to modify the minimum requirements as outlined in *Section 90-419C*. The following modifications have been requested and can be

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger   John Fitzgerald   Kent Vanderwood   Marissa Postler   Robert Postema   Sam Bolt  
**Jack A. Poll, Mayor**

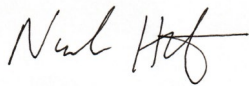
granted by City Council:

- a. Request to allow zero lot lines—The developer requests that buildings within the PUD be allowed to use zero lot lines, while respecting setbacks at the borders of the parcel.
- b. Site Signage—The developer requests the following deviations to the sign code:
  - i. Qty (1) 88 sf double sided monument sign
  - ii. Qty (2) 48 sf double sided monument sign
  - iii. 105 exterior building wall signs, each not to exceed 9 sf
  - iv. 15 exterior directional signs, each not to exceed 9 sf
  - v. Storefront signs on rear and front of building, size of each per zoning code allowance
- c. Parking – The developer requests the following deviations to the parking standards:
  - i. Average parking spaces per unit: 1.72
  - ii. Total spaces allocated to residential units: 1,040 spaces
  - iii. Total spaces allocated to commercial uses: 85 units
  - iv. Total spaces allocated to amenities (e.g. clubhouse and dog park): 70 spaces
  - v. Total spaces not to exceed: 1,195 spaces

Planning Commission was supportive of the requested deviations and recommended they be granted by Council.

During public comment at the Planning Commission meeting 11 residents spoke in opposition to the proposed PUD. Please refer to the Planning Commission minutes for a detailed summary of the comments received.

Respectfully submitted,



Nicole Hofert, Director  
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager

AGENDA ITEM NO. 1

Request to rezone from R-1 Residential to PUD-4 General Planned District at 5050 Byron Center Avenue SW and 2180 52nd Street SW (Section 27) (Pines Golf Course Inc/Accord Development II LLC)

Hofert explained that the property includes multiple parcels and in total is 114.52 acres. The properties are zoned R-1 and the addresses are 5050 Byron Center Avenue SW and 2180 52<sup>nd</sup> Street SW. The site is currently a golf course and driving range.

Hofert said that the project, “The Pines,” is proposed to be a mixed-use development that includes residential and commercial uses. The residential portion of the project is proposed to include a variety of housing types including low-density buildings (e.g. duplexes and lofts) and medium density buildings (e.g. 2-3 story apartment buildings and townhomes). The commercial portions of the development will include office and retail uses. The developer is also installing EV chargers and integrating other low impact designs, such as rain gardens, into the open space and public areas.

Hofert stated that the developer has met with the neighboring residents on multiple occasions to collect feedback and revise aspects of the project. The latest submittal from the developer includes: 13-acre dog park, sports courts, fitness center, clubhouses, and swimming pools.

Hofert said that the applicant is requesting a rezone to a PUD-4. Therefore, the following were considered:

*Qualifying Conditions*

- (a) Location- The proposed site meets the location requirements.
- (b) PUD Purpose- The project achieves more than three of the required purposes listed in *Section 90-416C*. The project will create a mixed-use neighborhood that could not be created under a traditional singular zoning district. The Pines will protect vast natural assets, provide varied missing middle housing, utilize land in an efficient manner, and provide housing, employment, and shopping needs well suited to the needs of Wyoming’s residents.
- (c) Size- The project site is 114.52 acres and meets the minimum size requirement.
- (d) Residential Density- The proposed density is 5.27 dwelling units/acre on 114.52 acres (including wetland). Per *Table 90-420C(2) Permitted Maximum Density by PUD Size*, the

maximum permitted density without a density bonus for PUD's ranging from 35.1 – 100 acres is 15 dwelling units /acre.

- (e) Housing Variety- The project will include for-sale and for-rent homes and a variety of housing types including townhomes, duplexes, condos, and apartments. The mix of housing meets the PUD requirement to provide varied housing within the new development.
- (f) Utilities- The PUD will be served by public water and sanitary sewer facilities. The development works within the existing system.
- (g) Ownership and Control- This condition has been met. The owner of all parcels has submitted a letter of intent to sell to Redhawk Multifamily, LLC Domo and Domo Development Company and is a party in this request.
- (h) Recognizable Public Benefit- At least two public benefits must be achieved. The following benefits will be accrued to the community as a result of the proposed PUD:
  - (i) Preservation of significant natural resources – The project includes preservation and protection of existing wetlands and natural features. The site plan attempts to preserve the features and tree canopies of the existing golf course, where possible.
  - (ii) A complementary mix of land uses or housing types within the PUD – The project is mixed-use, permitting for a variety of housing, including townhomes, duplexes, apartments as well as complementary retail and office uses. The Pines also includes designate open space along its Byron Center Avenue frontage.
  - (iii) Preservation of common open space beyond the minimum requirement –The project exceeds the minimum 20% requirement. Open Space includes open park space in the central core of the development as well as a 13 acre dog park and trail connections to the nature preserve that abuts the north-eastern portion of the site. This PUD-4 provides 29.7 acres of open space, where only 22.9 acres is required.
  - (iv) Connectivity of open space – The Pines includes a trail connection to the adjacent George P. Tilma Preserve and the Kent Trails multi-use trail network is accessible via a 0.55 mile journey through an adjacent single-family neighborhood.

Hofert spoke about staff's comments.

- (A) Parking – The PUD-4 requires a minimum of 1.3 parking spaces per unit and a maximum of 1.5 parking spaces per unit. The developer requests permission to deviate from these standards to offer 1,107 parking spaces at a ratio of 1.83 spaces per unit. This is a

significant deviation and not supported by the developer’s proposed housing mix. Staff is not supportive of the parking modifications and recommends that the proposed PUD be approved conditional on capping the number of parking spaces at 1,195, where 85 spaces are allocated to commercial units, 70 spaces are allocated to amenities (e.g. clubhouses and dog park), and 1,040 are allocated to the residential units. (Note: The residential parking count is a deviation from the original staff report. Staff worked with the developer prior to the meeting to slightly increase the number of permitted spots to meet both their need as well as the intent of the code).

	Parking Spaces Required	Number of Buildings	Number of Units	Parking Multiplier
2-Story Condos (Sale)	116	29	58	2.0
1-Story Ranch Condos (Sale)	76	19	38	2.0
Starter Condos (Sale)	75	2	50	1.5
Lofts (Rent)	98	29	58	1.69
Townhomes (Rent)	270	8	160	1.69
Condos (Rent)	405	15	240	1.69
<b>TOTAL</b>	<b>1040</b>			
<b>AVG per Unit</b>	<b>1.72</b>			

	Parking Spaces Proposed	Square Footage	Parking Multiplier
Retail Building	30	7500	0.0040
Office Buildings	55	22000	0.0025
Clubhouses	35		
Dog Park	35		
<b>TOTAL</b>	<b>155</b>		
<b>GRAND TOTAL REQUIRED</b>	<b>1195</b>		

- (B) Additional modifications to minimum requirements – The developer requests the following modifications which can be recommended by Planning Commission and granted by City Council:
- a. Request to allow zero lot lines—The developer requests that buildings within the PUD be allowed to use zero lot lines, while respecting setbacks at the borders of the parcel. Staff supports this deviation as it allows for the preservation of more open space and a more walkable development.
  - b. Site Signage—The developer requests the following deviations to the sign code:
    - i. Qty (1) 88 sf double sided monument sign
    - ii. Qty (2) 48 sf double sided monument sign
    - iii. 105 exterior building wall signs, each not to exceed 9 sf
    - iv. 15 exterior directional signs, each not to exceed 9 sf
    - v. Storefront signs on rear and front of building, size of each per zoning code

allowance

- (C) Traffic Impact Study – The study showed that Byron Center and 52<sup>nd</sup> St SW can absorb the projected growth with minor traffic improvements such as signal timing adjustments. Engineering staff has noted that they will need to work with the developer in the site plan review phase of the project to minimize the anticipated delays generated inside the development. Further evaluation of the traffic flow will be necessary to ensure the most efficient egress of the site and minimal impact to surrounding roadways.
  
- (D) Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA) - The city’s 2019 AI and HNA identified a need for missing middle housing (including townhomes, duplexes, fourplexes) and apartments in Wyoming. This proposed development will contribute 604 housing units of several types to meeting this need.
  
- (E) Master Plan –The City’s Master Plan, Wyoming [re]Imagined, calls for these parcels to be used as Suburban Residential and gives guidance to “direct suburban residential growth primarily as planned unit developments (PUDs) that include higher density options, greenspace, and pedestrian infrastructure.” In defining Suburban Residential, the Master Plan says that higher-density residential should be prioritized near major roadways, such as Byron Center Avenue and 52<sup>nd</sup> Street, and near Neighborhood Commercial Centers, such as the parcels at the southwest corner of this project.

The Pines Golf Course is specifically identified in the Residential Areas Framework Plan of the Master Plan as an opportunity site that should be considered for mixed use with commercial fronting the street and medium density housing in the interior. This project proposes commercial along the two frontages with medium density housing in the site’s interior, just as called for in the Master Plan.

The adjacent low-density neighborhoods of detached single-family homes to the north and the east are built at 2.7 and 2.4 dwelling units per acre respectively with no preserved green space. This project calls for a medium density of 5.3 dwelling units per acre, 22.9 acres of green space, and 29,500 sq ft of commercial space. Both in terms of the Master Plan as a whole and the Residential Areas Framework Plan, this project meets the guidelines established.

- (F) Location- This project is located adjacent to the Rivertown commercial corridor and the University of Michigan Health West campus. Residents of this new neighborhood will have convenient access to both of these employment centers.

Hofert explained the recommended conditions of approval.

- 1.) The conceptual plan, building elevations, and project narrative of The Pines shall be accepted as part of approved PUD-4.
- 2.) All proposed streets shall be private.
- 3.) Cap parking spaces at 1,195 spaces, inclusive of 85 spaces for commercial units, 70 spaces for amenities, and 1,040 spaces for residential units.
- 4.) Allow for zero lot lines within the development but require that setbacks be maintained at the borders of the parcel.
- 5.) Signage in the PUD shall be as outlined in the approved request (see staff comment B).
- 6.) Site Plan must accommodate future access opposite Cottondale Drive on 52<sup>nd</sup> Street for future access to corner parcel (5160 Byron Center Avenue). Modify drive entrance to allow left-turns into site from Golfton Driveway entrance.
- 7.) Developer shall provide alternatives to the Engineering Department to consider for anticipated delays at the Byron Center Avenue and Woodlake entrance.
- 8.) Parcels will need to be combined for future development. Two separate owners; parcels need to have the same ownership to be combined.

Hofert said that the Development Review Team recommends the Planning Commission grant the PUD-4 rezoning request and recommends the same to the City Council subject to conditions 1-8.

The public hearing was opened at 7:21 PM

Robert Williams, 2685 Danton Dr SW, Wyoming, MI 49519, stated that at first, he wanted to support the project but as he received more information, he realized what was going on. Williams described the surrounding properties. Williams thinks that there will be at least 1,000 vehicles entering the area and if the two B-1 sites at the corner of 52<sup>nd</sup> and Byron Center construct retail there could be 1,500 to 2,000 vehicles entering the area. He said that it is very difficult at times to make turns on Byron Center Ave and traffic will only get worse. Williams said that the City will have to invest massive amounts of money to expand the roads. Williams asked the board to consider the traffic and stated that there is something better that can be developed here.

Randy Squires, 4565 Valleyridge Dr SW, Wyoming, MI 49519, said that he commends the developer for listening to residents and trying to compromise and come up with a plan that the residents would like. He said that many residents in the area would still like the property to stay R-1. Squires stated that keeping it R-1 would remove greenspace, but it could be worked out.

Gloria Houtsma, 2489 Golfbury Dr SW, Wyoming, MI 49519, agrees totally with the first speaker about the traffic concerns. She said that neighbors are not wanting the additional traffic and does not know if the board has thought about that. Houtsma stated that this is a residential single family neighborhood with good quality homes and they do not want rentals. She stated that she attended the first meeting that the developer held at the Pines and that the developer said it would be \$200,000 income families that would be renting the units. Houtsma wondered if there was an income minimum to rent and asked the board to consider that. She said that renters don't take pride in ownership, and she is concerned about the quality of homes. Houtsma stated that they should be single family 1-unit residential homes like the surrounding homes in the area. Houtsma said that this project will really deteriorate and put down the neighborhood and increase traffic. This is not something the city wants. She said that the city will get a lot of income tax from this project, and she hopes that the income taxes will come down for the area. Houtsma said the city will be getting a lot of money but not from what they want.

Paul Hoppenrath, 4864 Byron Center Ave SW, Wyoming, MI 49519, said that he lives the closest to the golf course right next to hole number two. Hoppenrath said that he is a little prejudice because his kids grew up there and he wants the golf course to stay or would like the City to purchase the property and turn it into a park. Hoppenrath stated that he was before the board 15 years ago to ask for a no vote for a PUD proposal and they were successful. He said now the golf course wants the PUD zoning. Hoppenrath said the owners will make a lot of money and doesn't begrudge them for that, however he doesn't feel that it is in the community's best interest because property values will go down. He wants it to stay R-1. Hoppenrath spoke about how the applicant, developer and architect are from out of state, so the money doesn't stay local. Hoppenrath stated that he wants it to stay R-1 and for a local residential developer to sell lots. He said this way all the money stays local and in the community. Hoppenrath said that the City wonders why they get no votes for millage and income tax request and they need to keep that in mind. We should work with residents since they are the city, the gentleman asking for this is not the city, they are.

Barb Squires, 4565 Valleyridge Ave SW, Wyoming, MI 49519, states that she is an avid walker on Byron Center and has had multiple close calls while crossing the street. If the traffic is increased with all the condos and apartments coming in it will be dangerous for people walking and kids riding their bikes. She said that she is worried about the kids crossing the street going to school because drivers on 52<sup>nd</sup> and Byron Center do not pay attention to the lights.

Bonnie Komejan, 4660 Allyson Ave SW, Wyoming, MI 49519, said that she is sorry that the City overturned the Planning Commission's decision regarding the rezone request from B-1 to

B-2 located at the corner of Byron Center and 52nd St. She said that it does make a difference because this is 600 rentals plus 179 for the corner of 52<sup>nd</sup> and Byron Center. She said that they are surrounded on all four sides by apartments now. Komejan said that she appreciates that the developer worked with the neighbors informing them and making changes that were requested, however they do want it to stay residential. Komejan said now with the development with 179 units if it were to be residential it's a little different because people don't normally choose to build a new house in a new development with multi families right around it. Komejan said that the real estate agents will be like piranhas on their homes now. She said that they have had several mailings and three houses were listed on Easy St. in the last two months because the owners know that home values are going to go down. Komejan said for the City of Wyoming she wants the Commissioners to think hard about how much and how many multi families they want to put up because they may be pushing the citizens to move out of the City that have been here for decades.

Marie Boguszewski, 4885 Byron Center Ave SW, Wyoming, MI 49519, has lived in her home for 25 years. Boguszewski said that she knew when she bought her house that she would have to pull out into a busy street but lately it is taking her more time to back out and the street is getting busier. She is worried about the animals and the birds and stated that there is a lot of deer in the area. Boguszewski stated that there are deer accidents all the time. Boguszewski described geese and ducks crossing Byron Center and said that it is a beautiful place. She said she would hate to move and said that the value of her house is going to go down. Boguszewski questioned who would want to buy her house when it is such a busy place. She thanked the Commission for their time on the project and said that if they lived where she lived they would truly understand and take another look and come up with another idea. Boguszewski said that she likes to wake up in the morning with her cup of coffee and watch the golfers but that isn't going to happen anymore. She said that if they do decide to do that, please hire local because we have excellent builders here and she wants the money to stay here.

Nancy Krommendyk, 4753 Byron Center Ave SW, Wyoming, MI 49519, stated that she once lived in an area in a residential home and the apartments came in and all of a sudden they had stealing in the neighborhood and it was devastating for her kids. She doesn't feel safe when there are people who really don't care about their homes and don't invest. Krommendyk said that it is all about money and understands and she is ok with it being residential. She stated that times change but she would like to see families and communities move in because they will pay their taxes and they are good people and for safety. Krommendyk said that she spoke with a man who knows a Commissioner from Gaines Township. She said that Gaines Township opened up a lot of apartments and they are regretful because now their crime has gone up and people are worried about the traffic. She stated that her first thought was that she would have to move. Krommendyk wants a safe community and would love the City of Wyoming to be considered in the list of safe places to live. She said that the City cares about them and their need and that she is ok with growing but not with apartment complexes.

Ron Krommendyk, 4753 Byron Center Ave SW, Wyoming, MI 49519, said that he has been a builder for the last 25 years building residential homes. He understands that progress has to happen and the property can't stay the way it is but they want the Commission to consider the fact that single family residential would be the best option for them as a community and also for the locals that are building in the community.

Jeff Nelson, 2101 Pinnacle Dr SW, Wyoming, MI 49519, said that his father brought up a great question. He said that they have been in the neighborhood for almost 30 years and then he got up and pointed to the City map that was set up and questioned a section of land that he said has never sold. Nelson said that that piece of property had been rumored to have been contaminated along with a portion of the driving range. Nelson said that because of the wind people won't be happy if the ground is disrupted. He stated that he is not a scientist or geologist. Nelson said that he is not the only one that has talked about the contaminated ground and why a lot of corner lots in that driving range have not sold over the years.

Dennis Wyatt, 1846 Pinnacle Dr SW, Wyoming, MI 49519, said that this is not an appropriate type of housing for this area. Wyatt said this area has the nicest areas and neighborhoods that Wyoming has. Wyatt said that Wyoming is going to do what is best for Wyoming and would like the Commission to consider single family homes. He said that Wyoming's image will be raised by upgrading into single family homes and it will be downgraded by putting more low-end apartments. Wyatt agrees with everything the speakers have said. He said that he wants to keep it single family and keep the neighborhoods nice.

Micele closed the public hearing at 7:42 PM.

Mark Avis, Redhawk Multifamily, introduced himself as the managing principle with Redhawk Multifamily. Avis gave a presentation on the proposed project. He spoke about their process as developers and what steps they take to get to this point in the project. Avis said that before the process was started, they spoke with the owners about their vision for the property. Avis said that they studied Wyoming's Master plan so they could design something that exactly mirrors the master plan. He said that they also studied past submittals submitted to the City, housing needs, schools, and traffic. Avis said that they held three meetings at the Pines for the neighborhood and he gave the residents his personal cell number and email. All comments received from the residents about the project were addressed. Avis said that all City staff comments and suggestions received to date have been incorporated into the site plan. Avis explained that what they are presenting matches almost word for word what is in the master plan.

A motion was made by Hall, supported by VanDuren to grant the PUD-4 rezoning request and recommend the same to City Council.

DeLange spoke about condition #3 regarding the parking and how it was one of his concerns. DeLange said that he was pleased that the parking calculation is at 1.72. DeLange said that he

lives in the immediate area and the increase in traffic in the Tilma preserve won't affect anyone more than him because he lives next to the other main entrance to the preserve, but he is not worried about the traffic. He said that in the past he thought that the property would be an R-1 single family development but as time went on, he realized that it wasn't realistic. He said that a PUD-4 in his mind makes sense and in his opinion, this is the nicest PUD-4 they have ever had submitted in the City. DeLange said that he appreciates the low density and the contact that the developer made with the neighborhood through the process, and he is wholeheartedly in support of it.

VanDuren asked if there is a homeowner's master association that will be taking care of the property.

Hofert confirmed that there will be a homeowners association that includes maintenance to take care of all the greenspaces, landscaping, etc.

VanDuren stated that she also lives in the area on Golfbury. She said that she kept hearing about the Pines for quite a while and did not know what to expect. VanDuren said she doesn't think that there could be anything better in the space. She spoke about the Master plan and how this type of development was always planned for this space, so it is not a surprise. VanDuren said that the renderings are really nice and appreciates all of the green space and tree preservation. VanDuren said that multiple traffic studies have been performed and if there are issues, they will be addresses at that time. She stated that her backyard backs up to Renew Apartments and there is a nice berm and trees between the properties. VanDuren said that they had one problem with a light shining and the apartments took care of it right away and were very responsive so her experience with apartments has been positive. VanDuren stated that she wants the residents to keep in mind that the apartments are only one component of the project and that there are for sale condos, duplexes and townhouses. She stated that she comes from an era when everyone wanted single family homes but things are changing. VanDuren commented that these apartments are not low income, and she thinks that if they give them an opportunity she doesn't think it will be as bad as they are perceiving. VanDuren doesn't believe that the property values will go down. VanDuren said that when she saw the plans, she was proud of staff for the work that was put in. She was also proud of the developers for the steps they went through to meet the needs, how they met with neighbors, and how they preserved the open space and the layout. VanDuren said that this type of use is in the Master Plan and if mixed use is going on this site this plan is a nice one. VanDuren is in support of the project and will be voting for the project.

Micele stated that he also agrees with DeLange and VanDuren about the project. Micele said that he read the proposal three times and noticed all of the homework that was done by the city and the developer. Micele said that he has driven by the property multiple times and that this project is well thought out for the residents that live in the City of Wyoming and it is a good one.

Weller stated that this plan has probably been out for a while, but it is the first that he has seen it and he would have liked to have seen it before they decided on what was going to happen with the corner of Byron Center and 52<sup>nd</sup> St. Weller said that the corner is higher density and less commercial and is sad that there is not more commercial in the area for this size plan or the last plan that just got approved. Weller said that he seen the one retail off Byron Center but feels like there should be more coffee shops or cafes or other things for this many units so you can walk or ride your bike to it. 7,000 sq ft was what was approved on the last 14 acre parcel. Weller said that the two projects even though they are different developments there is not much retail for this whole neighborhood. Weller wonders if there was room to add more retail where they show one building, they could possibly squeeze another one in the green space because there is a large gap between the retail.

Randall stated that she appreciates the work that staff and developer did to address issues and concerns. Randall stated that the amount of green space that is being maintained is commendable. She wanted to know if there has been any consideration for community gardens or raised beds in the space since they indicate investment in the community and can help with the placemaking aspect of the neighborhood so she asked that the developer consider any attributes that could help with building the relationship with the neighborhood. Randall stated that there has been discussion of the mixed type housing and the variety of ownership models potentially leading to the increase in risk for public safety and asked staff to elaborate on whether this is a concern.

Hofert said that staff often is asked the same question and the response is the same. Hofert said that anytime you have more people in an area it is possible that there is a higher crime rate. Hofert said the number of crimes per person doesn't change it is simply the density that changes over time. Hofert said that evidence to date has suggested that in mixed use communities where there are eyes on the street and people are walking around and being active the statements being made are simply not supported.

Hall stated that he has been a planning commissioner for a few years and has been involved with land development for 20 years, so he has seen a number of projects. Hall stated that he is impressed with the thoughtfulness of the project. He said that he heard a lot of horror stories about an out of state developer but from what he has seen they have been responsive and put together a thoughtful project that echo's the types of things he heard during the Master Plan process. Hall stated that he worked on the Master Plan team and they heard a lot of input from all corners of the City and this is exactly the kind of things that people were asking for. Hall said that this project checks a number of things. He said that it is what the Master Plan calls for, it is an appropriate use, and they have a responsible developer that is using local contractors, so it seems like a win win. Hall said that he understands how neighbors will experience loss because it is a green space that they have known and loved for decades. Hall said that his advice in those situations is if you see a piece of land you like buy it because it is going to be developed someday.

Arnoys stated that during the master plan process they looked at development opportunities and greenspace. Arnoys said that the Pines is a near and dear place to him and he has a lot of memories of the golf course since his parents built a house next to the golf course in 1977 and he grew up on the 5th hole. He said that the golf course is going to be developed. Arnoys said looking at the way the developer has put together the project and how people have talked about the wildlife concerns and greenspace being preserved this plan is multiple times better from a density standpoint. Arnoys said that he was against the development of the project on the corner of 52nd and Byron Center that was just passed because of density and he said that this plan doesn't even come close to that. Arnoys said that it pains him of the change but when you talk about best use the way this is laid out it is very well done.

A vote on the motion passed unanimously.

#### AGENDA ITEM NO. 2

Request to approve a special use drive-through establishment for Paris Banh Mi at 4333 S Division Ave (Section 24) (Union Bank & Trust Co) (Includes site plan approval)

Smith explained that the site is currently zoned FBC-CG (Form Based Code-Corridor General) and outlined the various uses of the surrounding land.

Smith said that the applicant is proposing to operate a drive-through restaurant, Paris Banh Mi, at 4333 S Division Avenue. Smith spoke about the restaurant saying that the facility would sell Vietnamese food (e.g. banh mi sandwiches) to dine-in and drive-through customers. Paris Banh Mi's proposed hours of operation would be 8:00am-9:00pm daily.

Smith explained that the site contains approximately 0.98 acres with an existing building of 4,744 square feet. The building is currently vacant and was previously occupied by a bank with multiple drive-through lanes. Smith shared that no building additions are proposed for this project. This project involves interior renovation and exterior maintenance of the existing building but will not change the footprint of the building or the transparency of the primary frontage. The interior of the building will be renovated to include a kitchen, dine-in seating, and some storage. Smith said that some of the features of the building's prior use (e.g. safety deposit boxes and viewing booths) will be preserved for their novelty. The meeting spaces from the prior use will be preserved for use by customers of the restaurant.

Smith said that the site can be accessed from three separate access points (43rd Street, Murray Street, and S Division Avenue) with primary frontage along S Division Avenue. Ample parking is provided, the site allows for the minimum queue of five vehicles for the proposed drive-through lane, and drive-through traffic will enter the site primarily through a secondary frontage.



## PROJECT NARRATIVE

The Proposed Mixed-Use PUD is located on the 116 acres of the Pines Golf Course and Driving Range. The plan consists of 7,500 sq. ft. of retail; 22,000 sq. ft. of office; and 604 for-sale & for-rent residential homes. The overall residential density on the 116 acres is 5.25 units per acre. The PUD will have 37% Common Open Space versus 20% Required, and 60% of Non-Pervious Space (Green). Most of the Property's natural features and existing trees are being preserved.

Combined, the Mixed-Use PUD will make a significant contribution by providing better housing, employment and shopping opportunities, particularly suited to the needs of the residents of the Wyoming. Estimated start date is summer 2024 with projected buildout expected to take 4-5 years to complete.

The six different for-sale and for-rent housing options are fluently mingled together. The six different housing options and countless floorplans will appeal to every age group with a large percent of the housing options located on the first floor, attractive to empty nesters.

The Office Suites will cater to both small businesses and to Wyoming residents that desire a private home office "away from home". The users of the Office Suites will have access to the clubhouse and all the amenities including the secure package-delivery room. The Retail Use will target coffee, juice, health and fitness tenants.

All buildings within the development will incorporate cottage/farmhouse architectural elements with complimentary soft warm colors. Primary building materials will consist of Hardie Plank/Smart Board Siding with stone and metal roof accents.

The proposed site design is both creative and innovative. Building clustering, reduced and enhanced building setbacks, and zero lot lines were all used to create a better project for the benefit of its residents and the community as a whole.

The project meets every PUD-4 qualifying condition, achieves all 9 PUD-4 purposes, and 5 of the 7 listed PUD-4 public benefits. (only 2 are required) The specific uses within the development were designed to adhere to the Master Plan and further the vision and goals of the City of Wyoming and its Master Plan.

Pending the recommendations of the traffic report and its review by city engineering, some of the proposed off-site road improvements include adding a dedicated right turn on 52<sup>nd</sup> Street and adding deceleration & acceleration lanes at the community's entrances.

All architecture, buildings, and grounds within the PUD will be operated and maintained by one Master Association to maintain a cohesive look among the different uses.

All roads will be constructed based on Wyoming street standards.

All the above achievements are only possible by planning the Property's 116 acres and the proposed uses together as a PUD-4, versus subdividing it and then developing each use under the requirements of traditional zoning.

The Proposed PUD-4 density of 5.25 units/acre is significantly less than the maximum 15 units/acre permitted on redevelopment sites. A golf course is considered a redevelopment site.

## **COMPLIANCE WITH CITY OF WYOMING SUSTAINABILITY PRINCIPALS**

- The proposed Mixed-Use PUD supports social equity and diversity by delivering six different for-sale and for-rent homes to the Wyoming housing stock which collectively, will appeal to all age groups
- The 604 proposed homes will support the City's local economy – which provides for a stable and vibrant community
- The proposed Mixed-Use PUD preserves most of the Property's natural features and existing tree canopies which promotes environmental quality
- The neighborhood retail and office space will provide Wyoming residents the opportunity to shop and work close to where they live. Less Drive Time = Less Gas Emissions = Greater Quality of Life

## **THE PROPOSED MIXED-USE PUD-4 & COMPLYING WITH THE VISION OF THE MASTER PLAN**

- "The new Wyoming reimagined Master Plan is an official municipal document that provides the framework for future growth and reinvestment within the City over the next 15 to 20 years." Page 2
- "The City will need to turn to the repositioning of sites previously used for non-residential purposes. Doing so will require flexibility in the development process that accommodates a greater range of housing types, including a higher proportion of multifamily housing product." Page 13
- "PUD-4 Zoning District is intended to provide for flexibility in development in a sustainable and character-sensitive manner for a variety of land uses." Page 16
- "The Pines Golf Course, driving range and its 116 acres is designated to be Suburban Residential Growth, and PUD's are preferred that include higher density options, greenspace and pedestrian infrastructure." Page 21
- "In 2040, Wyoming will consist of stable, thriving residential neighborhoods, each with their own unique character and identity. These neighborhoods will offer an increased variety of housing options that enable people of all stages of life and income levels to thrive in Wyoming." Page 22
- "Seek opportunities to develop vacant or underutilized lots with single-family attached multifamily housing to better meet the current housing need and capture long-term growth within the region". Page 22
- "The Pines Golf Course should be considered for future redevelopment into mixed use. This could include commercial and mixed use fronting the street with medium density residential in the rear that incorporates the missing middle housing segment." Page 27

**The Proposed Mixed-Use PUD-4 consists of the following uses;**

• Neighborhood Retail & Services	7,500 Gross Sq. Ft.	1 Story
• Small Companies & Individual Office Suites	22,000 Gross Sq. Ft.	1 Story
• For Sale Attached 2 Story Condo Homes	58	2 Story
• For Sale Attached Ranch Condo Homes	38	1 Story
• For Rent Townhome Style Homes	160	2 Story
• For Sale Starter or Downsize Condo Homes	50	2 Story
• For Rent Condo Style Homes	240	3 Story
• For Rent Loft Homes	58	2 Story

**The Resort-Like Amenities Available to the Office Users & Residents include;**

- 2 Clubhouses and 2 Pools
- 13 Acre Leash Free Dog Park (also for Wyoming Residents)
- Extra Large Social Community Fire Pit – A Focal Point
- Pickleball & Bocce Courts
- Fitness Center & Spin/Yoga Rooms
- Professional Grade Golf Simulator
- Meeting Space & Secure Package Room
- 3 Bike Storage Rooms & 4 Car Chargers & Tot Lot

**Unique Features of the Proposed PUD-4 consist of;**

- Cottage style site design w/ backloaded garages creating an intimate streetscape
- Strategic placement of buildings to hide the majority of the surface parking areas
- The significant preservation of the Property's natural grades, features, and tree canopies
- Total 37% common open space provided versus 20% required
- Platting the open space areas as permanent conservation = non-buildable
- Total 60% of the Property will be non-pervious areas (green)
- Rain filtering gardens to improve stormwater quality
- Stormwater detention facilities designed as water features
- Significantly enhanced building setbacks from adjacent homes w/ extensive landscaping
- A signature water fountain feature
- Numerous meandering walking paths
- Providing a southern connection to the Tillman Forest Preserve

**The Approximate Combined Bedroom Mix For the For-Sale & For Rent Homes**

- 45% 1-Bedrooms
- 35% 2-Bedrooms
- 15% 3-Bedrooms

## PROPOSED MIXED-USE PUD-4's ESTIMATED ECONOMIC IMPACTS

### Estimated Annual Real Estate Taxes:

	<u>Annual Real Estate Taxes</u>	<u>% To Grandville School District</u>
Office and Retail	\$160,000	\$66,000
For-Sale Homes	\$900,000	\$135,000
For -Rent Homes	\$3,700,000	\$1,500,000
<b>TOTAL</b>	<b>\$4,760,000</b>	<b>\$1,700,000</b>

### Estimated Proposed PUD-4's Employment & Economic Impacts to Local Economy

<b>966</b>	<b>Construction Jobs Per Year Created During Construction</b>
<b>264</b>	<b>Permanent Jobs Created From Resident Spending</b>
<b>\$70 Million</b>	<b>Income into Local Economy During Construction</b>
<b>\$15 Million</b>	<b>Annual Income into Local Economy From Resident Spending</b>

**Figure 4. Economic impacts of 100 units of multifamily construction**

	<b>1 year impact</b>	<b>Recurring Annual Impacts</b>
Jobs	161 local jobs	44 local jobs
Income into the local economy	\$11.7 million	\$2.6 million
Net revenue for local governments	\$2.2 million in tax revenue	\$503,000 in tax revenue

<sup>6</sup> Ibid.

<sup>7</sup> The Economic Impact of Home Building in a Typical Local Area." *Nahb.org*, National Association of Home Builders , Apr. 2015, The Economic Impact of Home Building in a Typical Local Area.

The data is much the same for school enrollment and, by extension, school property taxes. As detailed by the Joint Center for Housing Studies at Harvard University:

On average, 100 single-family owner-occupied houses include 51 school-age children. By contrast, apartments are attractive to single people, couples without children, and empty nesters, which is why 100 apartment units average just 31 children. The disparity is even greater when considering only new construction: 64 children per 100 new single-family houses vs. 29 children per 100 new apartment units.<sup>10</sup>

## Parking

- The 2 Clubhouses have 35 combined dedicated parking spaces.
  - The Dog Park will have 35 dedicated parking spaces
  - The Retail have 30 parking spaces = 1 for every 250 GFA, per B-1 Zoning Standards.
  - The Office Buildings have 55 parking spaces = 1 for every 400 GFA, per RO-1 Standards
  - \*\* The For-Sale 1 Story & 2 Story Duplex Condos have 2 garage parking spaces per home, which is a **Deviation** from the 1.5 maximum parking ratio per residential unit in a PUD-4.
  - The For-Sale Condominiums have 75 parking spaces = 1.5 Per unit, per PUD Standards.
  - The 458 For-Rent Homes have;
    - 508 total surface parking spaces = 1.1 spaces per Home
    - 332 total attached and detached garage parking spaces = .75 spaces per Home
    - 840 total Surface and Garage Parking Spaces = 1.85 spaces per Home
- \*\* The total number of For-Rent parking spaces exceeds the 1.5 maximum allowed, which is a **Deviation** from the Zoning District.

## **Additional Deviations** - SEC. 90-419C – Development Standards

- 1) Request to allow Zero Lot Lines
- 2) Site Signage
  - Monument Signs - Preliminary Designs Included
  - Request for 1 88 Sq. Ft. Double Sided Monument Signs
  - Request for 2 48 Sq. Ft. Double Sided Monument Signs
  - Request for 105 exterior building wall signs, each not to exceed 9 Sq Ft.
  - Request for up to 15 exterior directional signs, each not to exceed 9 Sq. Ft.
  - Both front and back storefront signs - size per code

The proposed deviations achieve a higher quality, safer and more sustainable development consistent with the purpose of the PUD District, as expressed in Section 90-416C.

The Proposed PUD's variations help to achieve the following:

- Preserving a significant amount the Property's natural features
- Preserving 37% common open space versus 20% required
- Preserving 60% of the Property as non-pervious "green"
- Diversity by mixing the housing options where appropriate versus where allowed
- A site design that is fluent, intimate and appealing
- A cottage style and charming look along the main roads of the development
- The space needed to accomplish all these achievements

**Yard dimensions are as follows:**

Front	Required by ordinance: 35'
Front	Provided: 35'
Side	Required by ordinance: 20' (if the side yard abuts a street having residences fronting) or 25' (principal non-residential buildings)
Side	Provided: 68'
Rear	Required by ordinance: 35'
Rear	Provided: 125'

**ARTICLE 4C - PUD-4 GENERAL PLANNED DISTRICT**

**SEC. 90-416 PURPOSE -**

**It is recognized that traditional zoning, with its segregation of uses and rigid dimensional requirements may not be suitable in all situations to best achieve the objectives of the city relative to desired land use and preservation of its resources and character. In order to permit and encourage more creative and innovative land development for the benefit of the community as a whole and in furtherance of the vision and goals of the City of Wyoming Master Plan, Planned Unit Development (PUD) may be permitted as a zoning district to achieve one of more the following purposes:**

**SEC. 90-417C - QUALIFYING CONDITIONS**

**(A) LOCATION - PUD's may be located in any part of the city, except that no portion of an existing PUD-1, PUD-2 or PUD-3 zoned property is eligible to be converted to a PUD-4, subject to meeting all other applicable requirements.**

The proposed site meets the location requirements.

**(B) PUD PURPOSE – SECTION 90-41C**

The proposed Mixed-Use PUD achieves all 9 of the purposes listed in Section 90-416C, which would not be possible under traditional zoning.

The proposed Mixed-Use PUD is a creative and innovative planned redevelopment. Eight different land uses are combined to form one diverse fluent planned development. Both building clustering and higher density were used in appropriate locations. Designing and developing the entire 116-acre Property versus in parts ensures that every building will have complimentary architecture, high-quality building materials and landscaping that are all controlled and maintained by a Master Association.

This creates an overall better project for the Developer, its users, its residents, the surrounding neighborhood and the City of Wyoming. The PUD's proposed retail, office suites and varied housing options are all uses that help to achieve the vision and goals of the Master Plan.

The proposed Mixed-Use PUD and its ability to achieve all 9 (only 3 required) of the following purposes listed in Section 90-416C would not be possible under traditional zoning.

**(1) The flexibility in development of the PUD should result in a better project for the developer, residents and users, as well as for the city in general**

- The PUD's flexibility allows the variety of housing to be planned and integrated together, which achieves a stronger and more sustainable development for the community. The Master Plan also lists each of the PUD's six different housing options as needed.
- The PUD will attract small / incubator companies looking for convenient office space to locate in Wyoming. The private office suites will be available to all Wyoming residents that "work from home" or just need some quiet additional space.
- The privately funded Dog Park will only be available to Wyoming residents and will be a significant benefit for its dog loving residents.
- The PUD will generate the rooftops and demand to attract more and better neighborhood retail. Having convenient retail and office services in this area will benefit the surrounding neighborhood.
- All the residents and office users will have access to the clubhouse, pool, and amenities, which would not be financially feasible to build if each use was developed individually. All the PUD's amenities are within walking distance of all units.
- The ability to mix the eight different uses creates an inclusive environment where residents of all ages will interact and socialize together, making this a stronger development and environment.
- Having the ability to cluster buildings preserves most of the Property's trees and natural resources. 60% of the Pines will remain non-pervious "green."

All the above results in a better overall project for the residents and users, and for the city itself.

**(2) The flexibility of the PUD should accomplish a more desirable and sustainable residential environment.**

"The Whole is Greater than the Sum of its Parts"

- The ability to design, develop, operate and maintain a plan for the entire 116 acres results in a substantially appealing and diverse development.
- The flexibility of the PUD achieves the preservation of 37% open space versus 20% required, and 60% of the property remaining non-pervious (green)
- Subdividing the property into various straight zoning classifications would produce a community where owners, renters and ages would be segregated.

- The ability to build the clubhouses, pools, dog park, fountain, and all the modern amenities within the PUD is only financially feasible by sharing the costs collectively as one development.

All the above accomplishes a more desirable and sustainable residential environment for the Property and also for the neighborhood.

**(3) The flexibility of the PUD should achieve economy and efficiency in the land use, natural resources, energy and the providing of public services and utilities.**

The flexibility of the PUD encourages creativity to achieve a more efficient use of the land. Strategic clustering and integrating different uses and densities results in 60% of the property remaining non-pervious or “green.” The ability to design the Property as Mixed-Use provides the opportunity to incorporate uses that benefit all Wyoming residents. The proposed PUD-4 is only economically feasible by developing the entire 116 acres as one Mixed-Use PUD, versus in parts. The Property’s creative site plan achieves all of the above and more.

**(4) The flexibility of the PUD should provide a mix of better housing, employment, and shopping opportunities particularly suited to the needs of the residents of the city.**

The Mixed-Use PUD provides not only better and more varied housing but also employment and shopping opportunities, which help achieve the goals and objectives of the Master Plan.

- The Mixed-Use PUD will provide a very diverse mix of housing options in Wyoming, which is predominantly single-family homes. The Property’s unique size and central location is a special opportunity to help achieve the Master Plan’s vision and goals. The PUD’s variety of housing and countless floorplans will appeal to every possible age group.
- The Mixed-Use PUD will also provide the rooftops and the demand needed to attract more retail in the surrounding area, and better retail in Wyoming. The retail component of the PUD will target tenants that offer goods and services that will appeal to the residents within the PUD and in the immediate area.
- Lastly, the PUD will provide specialized office space which will be designed for both small companies and individuals. Covid has created a permanent need for local convenient private office space as many jobs will forever be “work from home”.

**(5) The flexibility of the PUD should preserve existing natural assets, such as stands of trees, floodplain, open fields, wetlands, lakes, streams, and the like.**

The foremost objective in designing the proposed PUD was to preserve the Property’s existing strands of trees, open fields and wetlands. 60% of the Property will be remain non-pervious (green). A significant portion of the Property will remain untouched.

**(6) The flexibility of the PUD should encourage the utilization of open space and development of recreational amenities generally located within walking distance of all living units.**

The Mixed-Use PUD's innovative site development plan created an abundant amount of usable open space. The open space areas were then used to add the recreational amenities including two pools, abundant walking paths, the dog park, the pickleball & bocce courts, the tot lot and the bike rooms. The two clubhouses and all these recreational amenities are located within walking distance of all units.

**(7) The flexibility of the PUD should encourage the use of lands in ways which are most in accord with their character and adaptability.**

Before drafting site plans, the entire 116-acre Property was surveyed to locate the natural grades, wetlands and strands of trees. The different uses of the PUD were then placed in their most appropriate locations while having the least impact on the Property's character and natural features.

The Property's entrances and commercial uses are located in the most appropriate locations along Byron Center and 52<sup>nd</sup> without clear cutting wooded areas. The PUD's architecture, building materials and colors will be coordinated together to be compatible with the characteristic of the surrounding neighborhoods.

**(8) The flexibility of the PUD should encourage the efficient use of land by facilitating economical and suitable arrangements for buildings, streets, utilities and other land use features.**

The flexibility of the PUD provided the opportunity to incorporate a cottage style design, which has fronts of buildings facing roads and plazas. Many of the attached garages are backloaded and hidden from public view. The detached garages (which look like homes) have loft apartments above, which ensures that they are located in areas to hide surface parking areas. Reduced road setbacks are also utilized to create a more charming and alluring community. The loft rental homes were intentionally placed above the detached garages to ensure that every structure was both appealing and complimentary.

Planning the entire 116 acres as one Mixed-Use PUD, versus segregating it into numerous more rigid straight zoning parcels, makes it economically feasible to include the extensive list of common amenities and site features like the fountain and dog park.

**(9) The PUD should offer a unique attribute of development not achievable under conventional zoning requirements.**

Some of the unique attributes that would not be achievable under conventional zoning include;

- Private / Public Leash Free Dog Park
- 37% common open space versus 20% required and 60% non-pervious (green)
- Preservation majority of the Property's natural resources and tree canopies
- 6 different housing options combined into one diverse community

**(C) SIZE**

The project site is 116 acres and meets the minimum size requirement.

**(D) RESIDENTIAL DENSITY**

The Proposed PUD falls under the maximum possible permitted density.

The Mixed-Use PUD has 604 various dwelling units = less than 5.25 dwelling units/acre.

Per Table 90-420C(3) The maximum possible permitted dwelling units for a PUD-4 is 1,750 = 15 dwelling units/acre. The proposed Mixed-Use PUD would qualify for a density bonus, which could allow 2,320 units = 18 dwelling units/acre.

**(E) HOUSING VARIETY**

Wyoming is a predominantly single-family detached home community. The proposed development will add a variety of housing options which collectively will appeal to every age group. Many of the for-sale and for-rent homes will be located on the first floor, which is very important for current and future residents that want to age in place in a city they have called home for multiple years. All of the Proposed for-sale and for-rent housing will help achieve the vision and goals of the Master Plan.

- For Sale Attached 2 Story Condo Homes
- For Sale Attached Ranch Condo Homes
- For Rent Townhome Style Homes
- For Sale Starter or Downsize Condo Homes
- For Rent Condo Style Homes
- For Rent Loft Homes

**(F) UTILITIES**

The PUD will be served by public water and sanitary sewer facilities. Wyoming City Engineering has determined that capacity exists to serve the development.

## **(G) OWNERSHIP AND CONTROL**

This condition has been met. Both parcels are owned and controlled by Pines Golf Course, Inc. and Accord Development II, LLC. Both parcels are under purchase and sale agreements with Redhawk Multifamily, LLC and Domo Development Company, LLC. Both owners have signed a Seller Authorization Letter granting permission for Redhawk Multifamily and Domo Development Company to petition for the PUD-4 zoning request.

## **(H) RECOGNIZABLE PUBLIC BENEFIT**

**At least two public benefits must be achieved. The following benefits will be accrued to the community as a result of the Proposed PUD:**

The Mixed-Use PUD achieves 4 of the 7 listed benefits. (Only 2 are required)

### **(1) Preservation of significant natural features that would not be preserved under a conventional development,**

The PUD was designed to preserve the Property's natural grades, wetlands, and most of the existing tree canopies. 60% of the existing property will remain non-impervious (green).

### **(2) A complementary mix of land uses or housing types within the PUD,**

The Mixed-Use PUD mixes retail, office and six different for-sale and for-rent housing options.

### **(3) Preservation of common open space beyond the minimum required, calculated per PUD-4 Development Standards Section 90-419C.**

The PUD preserves 37% common open space versus the 20% required.

### **(4) Connectivity of preserved open space with adjacent open space, greenways or public trails**

The PUD provides a southern connection to the Tilman Preserve, which will allow more people to access it. Equally important, the connection will provide walking access to and from the dog park.

The Proposed Mixed-Use PUD is also ½ Mile East of the Kent Trails system.

## **SEC. 90-418C – PERMITTED USES**

The land uses including the quasi private/public dog park are permitted uses.

## **SEC. 90-419C – DEVELOPMENT STANDARDS**

The Proposed Mixed-Use PUD-4 is the appropriate zoning for its combined uses. The overall proposed residential density is significantly less than the maximum density permitted on redevelopment sites. A golf course is considered a redevelopment site.

## **SUPPORTING DOCUMENTS INCLUDED**

- **SELLER AUTHORIZATION LETTER**
- **SELLER LETTER TO STAFF, PLAN COMMISSION AND CITY COUNCIL**
- **MAYOR OF THE CITY OF WALKER REFERENCE LETTER**
- **GRANDVILLE PUBLIC SCHOOLS SUPPORT LETTER**
- **SUMMARY OF NEIGHBORHOOD OUTREACH PROGRAM INCLUDING**
  - **NEIGHBOR RESPONSES TO UPDATES**
  - **1/18/22 HOSTED FIRST NEIGHBORHOOD MEETINGS – 350 PEOPLE ATTENDED**
  - **3/9/22 SENT UPDATED SITE PLAN INCORPORATING SUGGESTED CHANGES**
  - **3/9/22 SENT RESPONSES TO LIST OF QUESTIONS & SUGGESTIONS RECEIVED**
  - **4/11/22 SENT NEW UPDATE LETTER & CURRENT DRAFT OF SITE PLAN**
- **BUILDING RENDERING, SAMPLES OF COLORS TO BE USED, AND LIST OF PROJECT AMENITIES**

## SELLER AUTHORIZATION LETTER

December 1, 2021

Nicole Hofert  
Director of Planning and Economic Development

Dear Ms. Hofert:

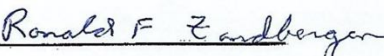
We are the Owners of certain parcels of real estate comprising approximately one hundred sixteen (116) acres in area located at 5050 Byron Center Ave SW and 2180 52<sup>nd</sup> street SW in Wyoming, Michigan, Tax Parcel Nos. 41-17-27-300-048 and 41-17-27-300-038.

The Property is the subject of a Purchase Agreement with Redhawk Multifamily LLC and DOMO Development LLC. They have approval to submit applications ("Applications") for all necessary final governmental approvals for the proposed development and construction of the proposed multi-family and private office suites mixed-use ("the Project") on the Property, including but not limited to rezoning, site plan, planned development, Planned Unit Development or Special Use permit approval, as applicable, and any additional permitting and approvals required for the development and construction of the project infrastructure on the property.

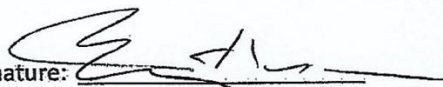
The Owners will cooperate with Redhawk / DOMO with their application. All fees, charges or costs of any nature associated with the Applications are to be charged to and paid by Redhawk / DOMO.

If there are any questions or problems with any of the foregoing, please contact me or counsel as set forth above. Thank you.

Ronald F. Zandbergen  
Title: President  
Pines Golf Course, Inc.

Signature: 

Matt Howell  
Title: Member  
Accord Development II, LLC

Signature: 

## SELLER LETTER TO STAFF, PLAN COMMISSION AND CITY COUNCIL

To The City of Wyoming,

I am one of several partners that collectively own The Pines Golf Course and Driving Range totaling 116 acres. Our family members have owned this land for over 54 years. We are deeply committed to Wyoming. Over these years, we have supported the progress and growth surrounding our land.

A significant portion of our financial estate is in this land. All operating owners are of or over retirement age and it is finally time to think of our "official retirements."

We have closely followed the numerous comprehensive plans and future land uses for our property, as these designations have enormous financial implications on its value and potential to be developed. The current Wyoming Reimagined Master Plan was 100% correct when it specifically addressed The Pines and Opportunity Sites.

"Opportunity Sites. Redevelop large vacant or underutilized sites to accommodate new higher density housing that is sensitive to and enhances the character of surrounding residential neighborhoods."

For the above reasons, last year we became extremely intrigued with the proposed redevelopment of the English Hills Golf Course in Walker, which was being sold by long time owners like ourselves. We really liked the developer's plan which preserved a vast majority of the land using what they called smart clustering.

What was most impressive was the developer's open communication with the surrounding neighbors. They voluntarily held numerous neighborhood meetings.

Some of us watched the zoning hearings and were amazed that a project proposing almost 600 homes did not have a single person come out against the project! Both the Planning Commission and City Board members unanimously approved the project.

For all these reasons, we agreed to work with Redhawk / Domo, who are the developers of English Hills.

Please note that the most important thing to us is enhancing and following Wyoming's master plan.

Before finally committing to the Redhawk / Domo team, we checked out their prior projects and reputation to ensure that any proposed community would be of the highest quality and design.

Lastly, we liked their vision of creating one of the largest lease-free dog parks in Michigan, which will be named "The Pines Bark."

We kindly ask that everyone work with this developer and their plans which we strongly feel meets or exceeds a majority of Wyoming's Reimagined goals and objectives.

Thank you for your consideration,

Ronald F Zandbergen, President of Pines Golf Course, Inc.

**MAYOR OF THE CITY OF WALKER REFERENCE LETTER**



**City of Walker, Michigan**  
**Office of the Mayor**  
**Gary L. Carey, Jr.**

November 8, 2021

Mark Avis  
Managing Principal  
Redhawk Multifamily LLC

Dear Mark,

On behalf of a very grateful community and city staff, I wanted to thank you for your thoroughness and patience as we get close to breaking ground on your new development on the old English Hills properties. From day 1 everything that you said would happen has, every detail has been addressed, and most importantly every promise made has been kept. I have shared with numerous people that the process with you and Redhawk has been textbook and ideally the way proposed developments should go.

I look forward to the continued journey and seeing the housing inventory in Walker significantly increased with your development. Never have our needs been greater and obviously this has been a real problem for us. Thank you for providing a solution to that problem in a seamless, professional, and efficient way. You are welcome to share this letter with anyone you may be working with in the spirit of collaboration, and they are welcome to reach out to me for a reference.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gary', is written over a circular stamp. The stamp is partially obscured by the signature.

Gary L. Carey, Jr.

Mayor  
City of Walker

## GRANDVILLE PUBLIC SCHOOLS SUPPORT LETTER



**Grandville Public Schools**

January 24, 2022

To Whom It May Concern:

I recently attended a meeting at the Pines Golf Course Clubhouse to hear future plans for a housing development on the site.

Owner and Developer Mark Avis did a great job of explaining the thought process for the site including :

- honoring the wishes of the former owner.
- developing a site that does not max out the number of units that could be constructed.
- providing greenspace and community space (potentially a dog park).
- providing attractive buildings to the neighborhood.
- promoting effective traffic flow to, from, and around the site.
- giving back to the community.
- listening to community members, seeking their input, and answering their questions.
- creating a site that meshes with the Wyoming Development Plan recently created.

This project is tentatively scheduled to be completed in 2025. This timeline fits well with the construction and reconfiguration within Grandville Public Schools as our new middle school will open in the Fall of 2023, our old middle school will be renovated for our fifth and sixth graders and open in 2024, which will create space within the district buildings to address any potential growth in 2025. We should have plenty of space to welcome new families to our excellent schools.

Based upon the information I received from Mark during the meeting last week, I support the plan as presented to our community on that day. I look forward to the development of this project and the partnership that I believe they will have with our community!

Sincerely,

A handwritten signature in black ink that reads "Roger Bearup". The signature is written in a cursive, flowing style.

Roger Bearup  
Superintendent  
Grandville Public Schools

## NEIGHBOR RESPONSES RECEIVED TO DATE

. We live very close to the Pines, we realize that the selling of this land is probably in the best interest of the owners and we understand that.

We would like to thank them for taking the neighborhood into consideration by hiring you to develop this area, we hope that the presentation that we saw at the meeting will be the final result.

Sounds good, thank you for the update. Let me know how I can support.

I love this update!

Thanks so much for all of your work.

Hello Mark,

First, thank you for taking your time and explaining (many times) how Redhawk plans to develop the now Pines Golf course. We appreciate your transparency in the meeting. We live on the "back 9" and our backyard butts up fo the golf course. And when we mean butts up, we mean that our young boys collect and sell golf balls in the spring, summer and fall as a way to pay for Legos :) .

Second, as of this writing we were informed that there will be a dog park planned for what is right behind our backyard. We understand that no matter now badly we would like for it to be a golf course forever, alas it will be developed some way shape or form. We are asking and requesting that when making the final plans, that you can consider as easement away from our property to protect our privacy, along with our fellow neighbors, and still have the dog park as planned. We love our wide open view and probably have taken it for granted, so allowing for us to have at least a 50 foot easement you could protect our privacy along with still maintaining the dog park. In addition to the easement from off our property we ask that a natural privacy fence be put in, such as arborvitae or some similar privacy evergreen.

We also request that you replace the brick 3 story "hotel looking buildings" with the 2 story (grayish style building) that you showed us in the slide show. This look fits more into the area neighborhoods versus the brick and hotel looking buildings.

We have put our life savings into our home and have finally made it to where we love it and do not want to have to move because of a lack of privacy. We trust that you will consider these requests seriously when making final plans as they will affect not only us but our neighbors and our neighborhood.

Thank you for taking the time to read and consider!

Sincerely,

. We live very close to the Pines, we realize that the selling of this land is probably in the best interest of the owners and we understand that. We would like to thank them for taking the neighborhood into consideration by hiring you to develop this area, we hope that the presentation that we saw at the meeting will be the final result.

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Thank you for taking the time to read and consider!

Sincerely,

Mark,

Overall I'm on board with the proposed development. I understand the course will be sold at some point and something will be developed. The only issue I have is the placement of the apartments on hole 5. I live off Easy St. and back up to the womens tee on hole 5. I understand you have proposed the placement of the building to be 3 times the required distance. I'm asking you to move those apartments a touch farther to give the residence and the current home owners privacy along the North edge. If you are able to do that I would be totally on board. Thanks

**Hi Mark,**

**Thanks for spending time in Wyoming to give multiple presentations to the neighbors of the Pines. I attended your Thursday evening presentation.**

**During the presentation you mentioned that you are open to working with the city of Wyoming to create a path at the eastern edge of the Pines property that will connect the nature preserve at the north end of the Pines to Gezon Park (which is on the south side of 52nd Avenue.)**

**A few of us neighbors were trading texts about the idea and we love it!**

**Is there a petition we need to sign . . .or should we reach out to the City of Wyoming to express our support?**

**Many thanks,**

Hi Mark,

Thanks for reaching out.

A few thoughts for you:

- I am pretty familiar with all the parks nearby (Palmer, Gezon, George P. Tilma Nature Preserve, Kent Trails ...). When there is a path that goes by residential neighbors it is very rarely right next to the property line. I assume residents of the pines would just take the private side walks over to the preserve.
- I am not sure we need / want the walking path on the north end of the property. I say this because there is already an official entrance to the preserve from the neighborhood so there isn't a need for a path to get there on your property. Below are the two official entrances to the preserve today.

---

Hi Mark,

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During the presentation you mentioned that you are open to working with the city of Wyoming to create a path at the eastern edge of the Pines property that will connect the nature preserve at the north end of the Pines to Gezon Park (which is on the south side of 52nd Avenue.)

A few of us neighbors were trading texts about the idea and we love it!

Is there a petition we need to sign . . . or should we reach out to the City of Wyoming to express our support?

Many thanks,

---

Hi Mark,

I like the idea of an area between the tree line and the property line. Both Dave and I are not interested in a public path that would go in between those. It would be less privacy, not more in our opinion. We were thinking it would be more of a green space that the residents on the north side could access the space behind our fences and possible be used to walking to the nature preserve. Grass, not necessarily a paved path. I think linking it to Byron Center Ave and to 52nd and Gezon would bring in a lot more walking and biking traffic and become like the bike trail. We would rather not have that kind of traffic right behind our property. Maybe those on the east side by the dog park would be ok with that. Definitely something to talk with the other neighbors on the north side about. Thanks for communicating the idea!

Julia

---

Love your changes!

Love the idea of gated fob. Hopefully it would be something we can access near our home off of that path.

Love the positioning of the walking path. Seems to be right along the current path for the golf course along that side.

I really like everything you're proposing.

I believe others will be on board when they hear the assurances such as the ones you described.

Hopefully as more time goes by these assurances can be shared with the communities to ease they're concerns as well.

Thanks again

---

---

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Love the positioning of the walking path. Seems to be right along the current path for the golf course along that side.

I really like everything you're proposing.

I believe others will be on board when they hear the assurances such as the ones you described.

Hopefully as more time goes by these assurances can be shared with the communities to ease they're concerns as well.

Thanks again

---

Mark,

Thank you for the update.

The staggering of the trees is a great idea and we are glad to hear the power lines will be removed.

Blessings,

---

That is excellent news! Thank you!!!

---

I love this update!

Thanks so much for all of your work.

---

I belong to a newly created Facebook group of people in the neighborhood that is centered on the development. The loudest comments seem to be about the privacy of the property line to the north, and the possibility that additional units could be built, especially if the complex is sold one day.

Can you remind me, the proposed site will be a binding legal document that cannot be altered, is that correct? If the city approves 722 units, then it can only be 722?

---

Mark,

I had requested a left turn signal at 52nd and Byron Center both ways to be included in the project!

The project itself looks good to me.

Thanks

---

Hi Mark,

Count me as one who was skeptical coming in to the presentation yet left thankful it will be done the way you are proposing. We all wish the Pines would stay the Pines but realize that isn't going to happen. Given that fact I am very impressed with your proposal and hope the City of Wyoming gives you the green light.

This might be a city problem but the only concerns I have are traffic related, specifically the south bound Byron Center Ave traffic turning left at the light at Golfbury (present entrance to the Pines) and the east bound traffic on 52nd St turning left on to Byron Center to enter the development at the Golfbury light. Will there (could there) be left turn lights so that traffic at peak times doesn't get too backed up on Byron Center and on 52nd? Right now there are times when east bound traffic on 52nd gets backed up because there is only a short left turn lane and no left turn light so those going straight through can't get past those turning left.

Your presentation was very good, the plan looks great, and your patience with some of the people asking weird questions was admirable.

Hi Mark,

Thanks again for taking the time to share the proposed development with us, the neighboring communities.

My family and I live on [REDACTED] Literally backing up to the pines. This was one of the main draws to our house.

We've been very concerned about the idea of having 3 story apartment buildings looking on to our backyard.

Your meeting definitely put us at ease.

Admittedly, apartments are the last thing I would've liked developed. However, I understand my concept of apartments is possibly outdated. I'm trying to keep a very open mind. Your plan makes it much easier.

I love the idea of a 25 acre dog park.

My request, a very selfish one, we love seeing the wildlife in our backyard, and also not sure how we would feel about the dog park right up to the property line.

You mentioned the possibility of a wood fence.

The ask would be to consider installing the fence just east of the first tree line directly behind our yard.

That would leave the wild life outside of the fenced area and visibility from our yard while still enclosing the dog park. It is not a big chunk of land, and is what serves as a buffer from the golf course currently.

Thanks again for taking the time to hear our concerns and I hope you don't mind us throwing in our request.

---

Hi Mark,

I just shared Kevin's latest email about The Pines with my wife. We both agree that this is a much better idea than the original plan for the property. While I wish it could remain a golf course, I realize that is not going to happen. Our biggest concern was the city wanting to build apartments next to single family homes. Condos, along with what else you are proposing is much more acceptable to us.

Thank you,

You guys are amazing!!

Sent from my iPhone

My husband and I think the project looks great, especially the dog park (open to the public)!

Sarah and I were at the meeting on Tuesday night and both left feeling much better than when we arrived. Your understanding of the importance of the neighborhood and its residents was felt during the meeting. There were many positives that we noticed during the meeting:

1. Leaving 70% green space and not populating them with building was much appreciated.
2. The styles of PODs and building materials was also very appealing and marketing them to people with higher incomes
3. Also, putting up your own money to improve the traffic both in and out of the complex and improving the corner of 52<sup>nd</sup> and Bryon Center is very much needed. took a lot of thought and seems to be a positive.
4. Adding a dog park is a great idea and very needed because we see many people walking their dogs on the property already.

It seems like you have a passion for the residents and the neighborhood. This is really good to see.

I do have some concerns or suggestions to consider as you move forward in the process.

1. I would like you to consider moving the dog beach to where the other pond is already on the golf course, which we discussed at the meeting. I think it would be better to have it further away from the parking lot.
2. Please consider not putting a fence right on the property line on the east side for the dog park. I would like to suggest or propose a 10 to 15 ft space barrier between the property line and where the fence line would be placed. This is similar to your barrier for the northside of the property. When you look at where the trees are and other residences on the east side of the golf course I think this would be better.
3. My biggest concern is the drainage issue or water run off from the golf course. As I stated at the meeting, I have had my house flooded 4 times since I have lived here. Almost all the water from the 13<sup>th</sup> fairway runs right down to my area. I have discussed this with the golf course with no resolution. I have had the drain commission come out as well and they have stated that it would not take much to stop this from happening. I have installed a 4" drain (At my own cost) to help with the run off from the golf course and even this will not keep up with the water run-off. I have attached pictures so you can get an idea of the situation. When I brought this up at the meeting, I remember you saying that there will not be any water run-off from the property. If you would like to discuss this further I am available. (see pictures)

## INITIAL INVITATION FOR OUTREACH PROGRAM



Dear Neighbors,

Our family members have owned the 116-acre Pines Golf Course for over 54 years and are deeply committed to the City of Wyoming. Over these years, we have supported the progress and growth surrounding our land.

Like many of you, we closely followed the recent Wyoming Reimagined Master Plan public meetings. The Pines is specifically addressed within Wyoming's Master Plan and designated to be High Density Multifamily. This zoning permits between 15 units to 20 units per acre, which would allow a minimum of 1,700 units and could be as high as 2,300 units.

A significant portion of our financial estate is in the Pine's land, and we are all nearing the time planning for our "official retirements".

That said we are 100% committed to operating the Pines for the 2022 and 2023 golf seasons.

For the above reasons, last year we became extremely intrigued with the multifamily development plans of the English Hills Golf Course in Walker, which was being sold by long time owners like ourselves. We really liked the developer's plan which preserved a vast majority of the land.

For us, it was very important to have a developer that would enhance the neighborhood and follow Wyoming's Master Plan. After numerous meetings with this development team, we have made the decision to enter a purchase contract.

We are so pleased with their current plan, which includes an exciting surprise amenity which will be available to all of you. We would like to invite you to a neighborhood meeting at The Pines Golf Course Clubhouse to see the plan and meet the developer.

Considering the current environment, and to ensure the safety of everyone involved, we will be hosting 5 separate meetings with no more than 40 people per meeting in attendance at the following times: If needed we will add additional times.

**Wednesday, January 19, 2022: 12:00pm, 6:00pm**

**Thursday, January 20, 2022: 9:00am, 12:00pm, 7:00pm**

Complete packages will be distributed to all that attend, and the developer will be available to answer questions after the presentation.

If you would like to attend, please promptly reply by January 14, 5:00pm to reserve your preferred time slot. You can register at [www.signupgenius.com/go/pinesgolfcourse](http://www.signupgenius.com/go/pinesgolfcourse) or by calling the **Bradley Company Grand Rapids office: 616-254-0005**.

We hope to see you there,

Ron F Zandbergen, President of Pines Golf Course, Inc.

## 4/11/2022 NEIGHBOR UPDATE LETTER

We have spent the last month focusing on the wide spectrum of differing thoughts and opinions regarding the Pines being redeveloped, versus the individual concerns that we received and addressed.

Could we address some of the “I will never be supportive of the Pines being developed, but if it happens, we need XXX” or the “I am in general support of the development plans, but I would be very supportive if it had XXX”.?

To achieve the above, we have designed a mixed-use development, which integrates a wider variety of housing and uses. We have also added a signature water fountain entrance, more environmental features, and other amenities. The layout was revised to incorporate a cottage style neighborhood, which hides most of the parking areas and attached garages.

The current draft site plan includes 630 various housing options versus the original plan of 722 rental homes. The overall density is only 5.5 units to the acre. All residential and commercial buildings will incorporate complimentary cottage / farmhouse style design elements and colors and will only use high quality building materials.

The current site plan now has the following uses incorporated.

- Neighborhood Retail
- Small Company and / or Individual Office Suites
- For Sale Attached 2 Story Condominiums Homes
- For Sale Attached 1 Story Condominium Homes
- For Rent Townhome Style Homes
- For Sale Starter or Downsizing Condominium Homes
- For Rent Condominium Style Homes
- For Rent Loft Style Homes

65% of the Property will remain “green” and the minimum 115-foot building setback has been preserved.

\*\*\* Please note that the green space areas including the private / public dog park will be platted as permanent conservation areas, which means “Not Buildable”

All residents and office users within the development will have access to the clubhouses, pools and all the amenities.

The entire development & grounds will be operated and professionally maintained by 1 Master Association.

Please contact Mark Avis @ Redhawk regarding comments or suggestions.

Cell 312-401-3448 [mavis@redhawk-multifamily.com](mailto:mavis@redhawk-multifamily.com)

## **QUESTIONS, SUGGESTIONS AND ANSWERS SENT TO ALL NEIGHBORS AFTER INITIAL NEIGHBORHOOD MEETINGS**

- Can you include For-Sale Housing?

**Yes. We have included 100 For-Sale 1 & 2 Story Duplexes. The 1 Story Duplexes are along the Property lines that abut single-family homes. They will be built with the same high-quality materials and design elements as the other buildings. All proposed building in the development look like upscale townhomes and condominiums, they just happen to be for-rent homes and not for-sale.**

**The current plan now has a total of 696 homes versus 722 in the prior plan.**

**The current plan now has 60% open space versus 70% in the prior plan.**

**We have Less units but less open space.**

**All residents in the Pines Neighborhood will have access to the clubhouse and amenities.**

- If your current proposal is approved, can you or someone else come back years later and build more?

**No. The PUD process is a binding agreement. All proposed open space areas including the leash free dog park will be designated as protected conservancy. The approval ordinance will have language that says only 696 homes are approved. The approval ordinance can also have language that states the PUD cannot be amended at any time in the future to allow for additional housing.**

**Some developers use the PUD process versus straight zoning to maximize density. We are doing the opposite, our proposed has a density of less than 7 units to the acre, (which is medium density) Our proposed R4-PUD Zoning is more restrictive than straight R4 Zoning, and significantly more restrictive than R5, R6, and R7 Zoning.**

**For large developments the PUD process is better for all parties involved because everyone has input.**

**The PUD process and development agreement also locks in the approved off-site road improvements, and on-site commitments like landscaping, and lighting. A developer posts a completion bond with the City to make sure everything is done and completed as approved.**

- Is there anything that will allow folks with disabilities to be able to live in any of the apartments?

**YES. The Rental Homes are available to all walks of life. Approximately 40% of the Rental Homes are located on the first floor and a certain percentage of them will be fully handicap accessible per Fair Housing Laws. Approximately 50% of the For-Sale duplexes are ranches.**

- What about the need for Middle-Housing?

**Middle Housing includes a very wide net, one of which is market rate rental homes. We will also be providing 100 for-sale Duplexes, which is very significant amount. We are projecting it will take 4 years for the duplexes to be built and sold. The Master Plan extensively discusses the need for 1700 new MF Rental Homes. The Pines with over 30 different floorplans will appeal to all ages.**

- The Property is zoned R1 – which only allows large lot single family homes?

**Almost every private and public golf course nationwide is zoned R1. A municipality's Future Land Use Map and Master Plan will outline what the zoning should be in the event a golf course is redeveloped. The current proposed development is consistent with the vision outlined in Wyoming Re Imagined.**

- What about the impact on the schools?

**The Grandville School District has provided a letter supporting our development. Per my presentation, our proposed development will have significantly less school-aged children than a single-family home development and will generate significantly more tax dollars for the schools.**

- The Master Plan mentions Mixed-Use Zoning for the Pines, with retail along the front and higher density residential for the rest?

**The Master Plan has retail planned for the 11 acres on the corner, which is also its current zoning. This site has remained vacant since it was rezoned to commercial 10 years ago. Our proposed development should help generate the additional rooftops to make retail feasible on the corner. If this occurs, what is envisioned in the Master Plan would come to fruition.**

**If requested by Wyoming, we can add retail, but there is a proven lack of demand for more retail than what is planned for the 11 acres.**

- We are concerned about the quality of materials and how everything will look in 20 years.

**We only use high quality building materials like HardiePlank siding, brick, and stone accents. Just like a homeowner, it is prudent to maintain and reinvest in one's investment; Especially with a projected cost per rental home of almost \$200,000, and a project value of \$150 Million.**

Our combined completed developments in the last 7 years are the following:

City Scape	Fort Wayne, IN	<a href="http://www.cityscapeflats.com">www.cityscapeflats.com</a>
Flats at 965	Coralville, IA	<a href="http://www.965flats.com">www.965flats.com</a>
Flats at 146	Noblesville, IN	<a href="http://www.flatsat146.com">www.flatsat146.com</a>
Adams Village*	Bloomington, IN	<a href="http://www.adamsvillage.com">www.adamsvillage.com</a>
Legends*	Champaign, IL	<a href="http://www.thelegendschampaign.com">www.thelegendschampaign.com</a>
Ventry	Fort Wayne, IN	<a href="http://www.liveatventry.com">www.liveatventry.com</a>
Bonterra	Fort Wayne, IN	<a href="http://www.liveatbonterra.com">www.liveatbonterra.com</a>
Overture Flats	Lafayette, IN	<a href="http://www.overtureflats.com">www.overtureflats.com</a>
Steeplechase	Fort Wayne, IN	<a href="http://www.steeplechaseatparkview.com">www.steeplechaseatparkview.com</a>
Lacabreah	Brownsburg, IN	<a href="http://www.lacabreahapartments.com">www.lacabreahapartments.com</a>

\* As CEO for prior company

**The Principals of Redhawk Multifamily and Domo Development have over 80 Years combined in Real Estate Development**

- Who are the contractors for the project? Are they from Chicago or out of state? If you are putting it out for bid, does that mean the lowest bidder?

**We have relationships with subcontractors that we have been using for over ten years. It is to be determined who we will use for the Pines, but lowest bidder is not the criteria**

- Who will pay for the proposed off-site road improvements?

**Assuming the proposed site plan & density is approved, we would be assuming these costs.**

- We are still concerned about having more traffic.

**The current proposal will generate significantly less traffic than 400 or 500 single family homes or a mixed-use development with retail, single-family and multi-family.**

**That said - the current proposal is going to increase traffic. However, we are proposing to make significant road improvements that will improve the current and future traffic patterns.**

- Can left turn signals be installed On 52<sup>nd</sup>

**MAYBE. We will discuss this with the City.**

- Can you create a southern connection into the Tilman Nature Preserve?

**Yes. There will be a connection between the Pines and the Tilman Preserve. This will give neighbors from the north and east walking access to the gated leash dog park.**

- Can you move the dog park area away from the Eastern Property Line, and create a generous landscaped buffer in between?

**Yes. We have created a very significant protected conservancy buffer.**

- Can you propose a public path that connects from the Tilman Nature Preserve down to 52<sup>nd</sup> Street?

**No. For two reasons. Many of the owners along the eastern property line did not want a public pathway anywhere near their backyards. In addition, the City did not want to take ownership of the land.**

- Can you please keep the leash free dog park open to the public?

**Yes! Due to the large number of people that said that they and their dog loving friends loved the leash free dog park. In addition, we are going to restrict membership to only Wyoming residents to make it more of a local social activity. Lastly, we have decided to lower the annual fee to only \$120 per year to be more inclusive. There will be a one-time registration fee.**

- How will the leash free dog park be accessed?

**Members of the dog park will have a fob and parking access.**

- Can you move the proposed dog beach area to the existing north pond, so it is away from the Property Line?

**YES – Done**

- Can you try to save the existing blue barn?

**YES. If we can determine it is structurally sound and there are no environmental issues.**

- Can you move Building 19B farther away from the Property Line, like the other Buildings?

**YES - Done**

- Can you use landscaped buffers instead of wood fences around the Property Lines?

**YES - Done**

- Can you plant conifer trees for the landscape buffers?

**YES. We be planting mature 8-foot coniferous trees along the property lines. The trees will be planted off the property line (not right on it) so they have room to grow. They will also be planted in a spread-out pattern versus in a straight line to give a natural appearance.**

- Can you add tree landscaping like you did on the northern property line, to the southern and eastern property lines?

**YES - Done**

- Can you remove or bury the power lines along the northern property line?

**YES. We will be removing the power lines.**

- Can you move the proposed traffic light and main entrance on Byron Center farther north to align with ReNew Woodlake apartments? People are using Golfton Drive & Danton Drive as a cut through route between 52<sup>nd</sup> Street and Byron Center?

**YES. However, everything we are proposing needs to be approved by Wyoming.**

- There are drainage issues along the northeastern property line. Can you make sure water no longer runs off from the Pines Golf Course?

**YES. We have notified our development team of this issue and to will pay close attention to it when designing our grading and stormwater management plans.**

- I am concerned with the current drainage issue and water run-off from the golf course from hole #13. Can you do something to fix this situation?

**YES. Developing the Pines and implementing storm water management plans will capture rain run-off. City engineering will review and approve all plans.**

- Can you use a web cam and time lapse camera setup so the progress of the development can be followed?

**MAYBE. We probably will have drone footage showing the progress which we can share with those interested.**

- What are your plans to minimize the light pollution inherent in a development of this size? One of the benefits of being on the edge of the golf course has been the lower light pollution that it generates.

**It starts with not having buildings and lights near the property borders. We also don't have parking areas in between these buildings and the property borders. A lighting plan is also a requirement of a PUD submittal plan. It is reviewed and approved by the City.**

- Can you investigate putting a traffic crossing island on 52<sup>nd</sup> street where the Kent Trail is located? They put an Island on 56<sup>th</sup> street and crossing 56th has become much more manageable.

**YES**

- Can you please send some add some more current studies on new luxury multifamily housing and their impact on a neighborhood?

**YES – Please see attached**

# **The Pines Redevelopment**

- **Colors**
- **Sample Building Renderings**
- **Monument Sign Renderings**
- **Site Amenities**

All buildings within the development will incorporate cottage/farmhouse architectural elements with complimentary soft/warm colors. Primary building materials will consist of Hardie Plank/Smart Board Siding with stone and metal roof accents.

*Sherwin - Williams*

## MODERN FARMHOUSE COLOR PALETTE



**The Pines Redevelopment  
Clubhouse and Pool  
Architectural Examples**



# The Pines Redevelopment Architectural Examples



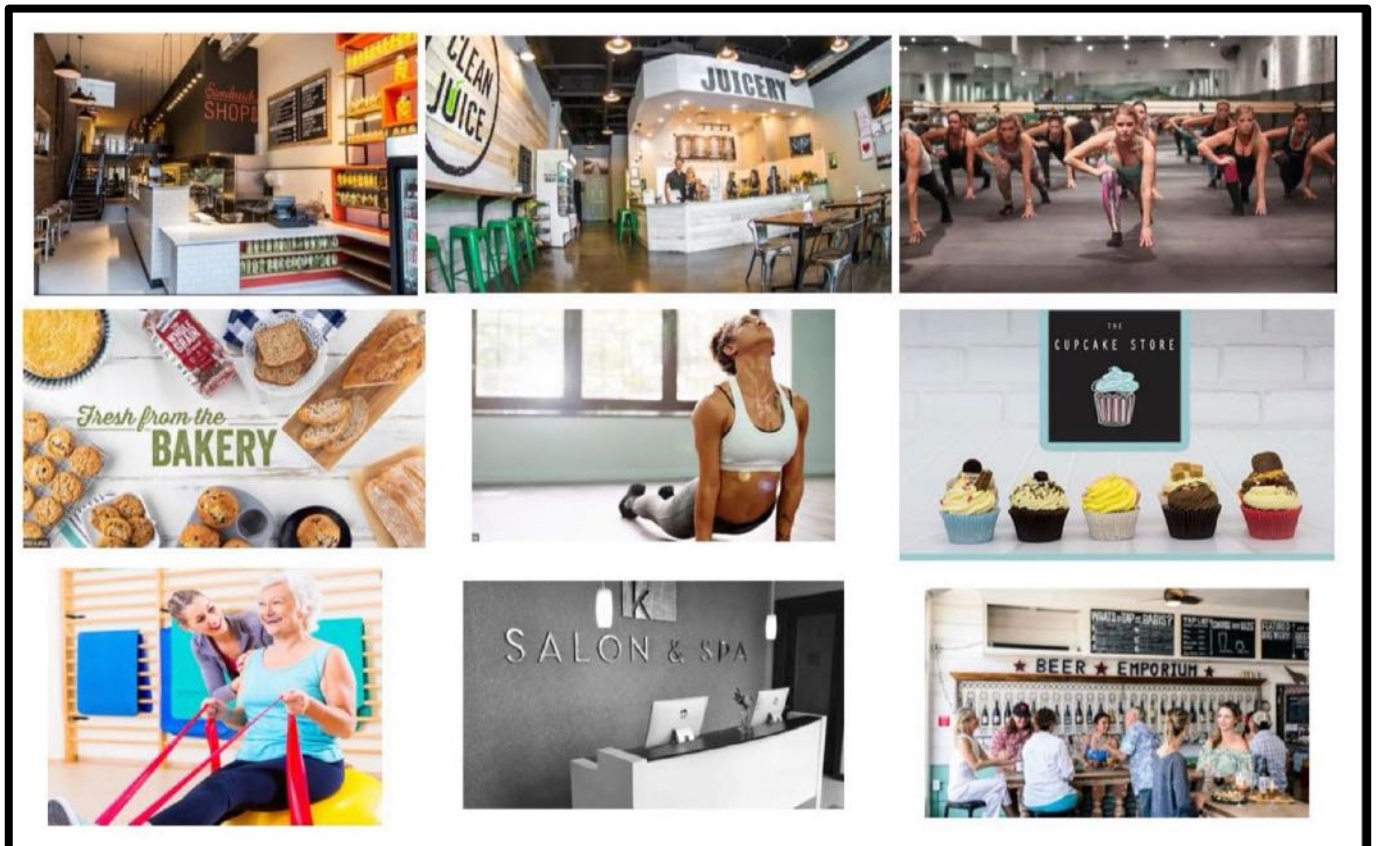
# The Pines Redevelopment Architectural Examples



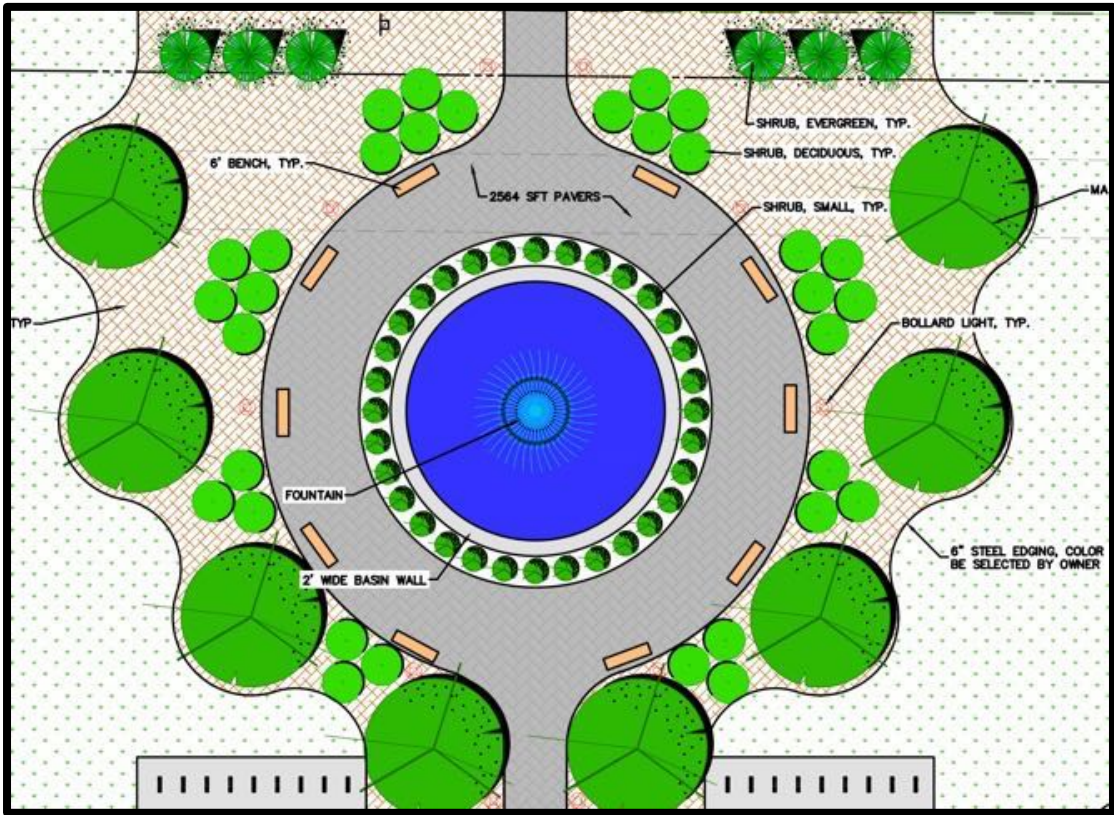
# The Pines Redevelopment Architectural Examples



## The Pines Redevelopment 1 Story Neighborhood Retail - Sample Targeted Tenants

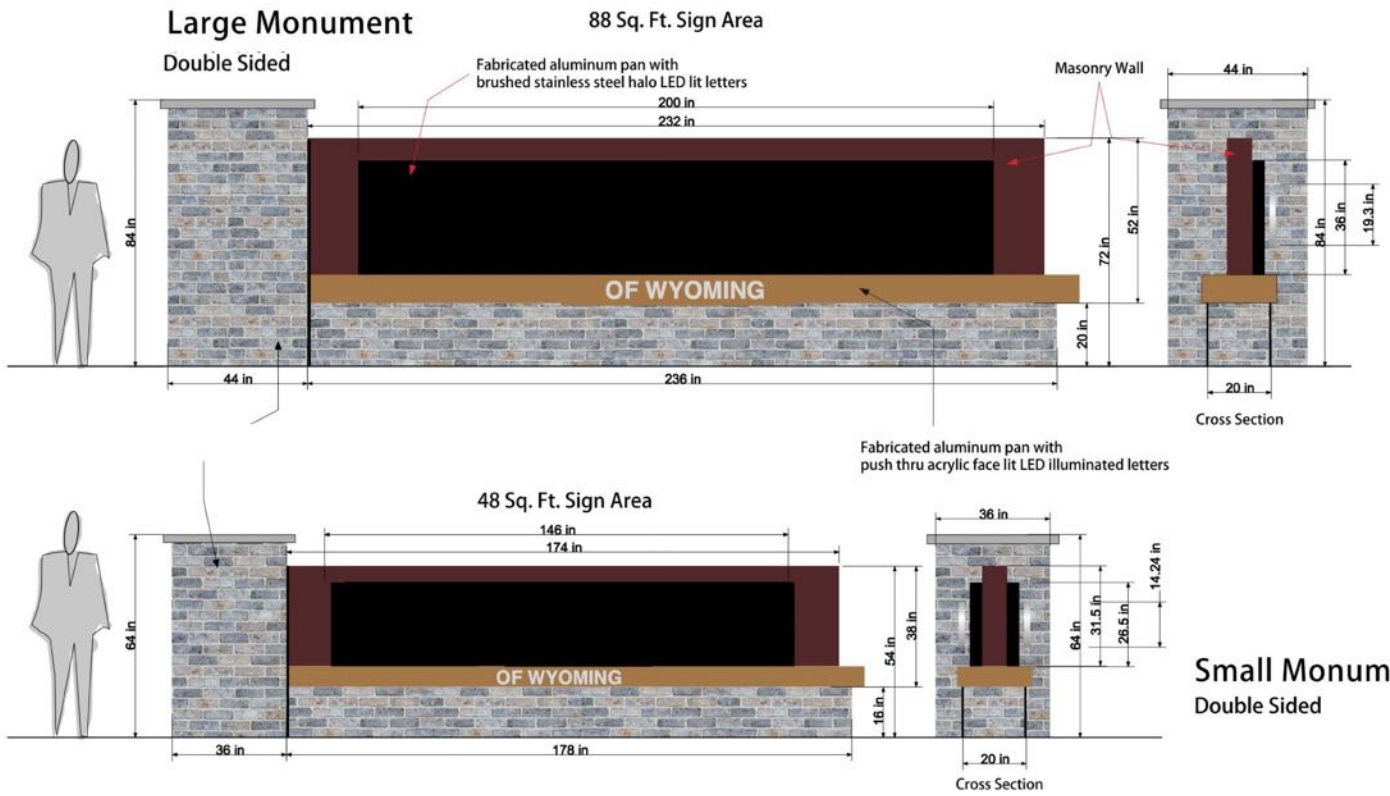


The Pines Redevelopment  
Site Amenities  
Signature Entrance Fountain Example



# Monument Sign Example

## Preliminary Designs - Monument Sign



**DESCRIPTION:**

**COLOR OPTIONS DETAILS:**

T.E.D.	T.E.D.	Black
--------	--------	-------

Actual product colors may vary from colors shown on your monitor.

**The Pines Redevelopment  
Environmental Site Amenities  
Rain Filtering Gardens & Car Chargers Examples**



**The Pines Redevelopment  
Site Amenities  
Community Fire Pit Example & 13 Acre Leash Free Dog**



**The Pines Redevelopment  
Amenities  
Pickleball & Bocce Courts Examples**



**The Pines Redevelopment  
Amenities Clubhouse Interior & Golf Simulator  
Examples**



**The Pines Redevelopment  
Amenities Fitness Center & Bike Storage -  
Examples**



The Pines Redevelopment  
Amenities  
Yoga & Spin Room Examples

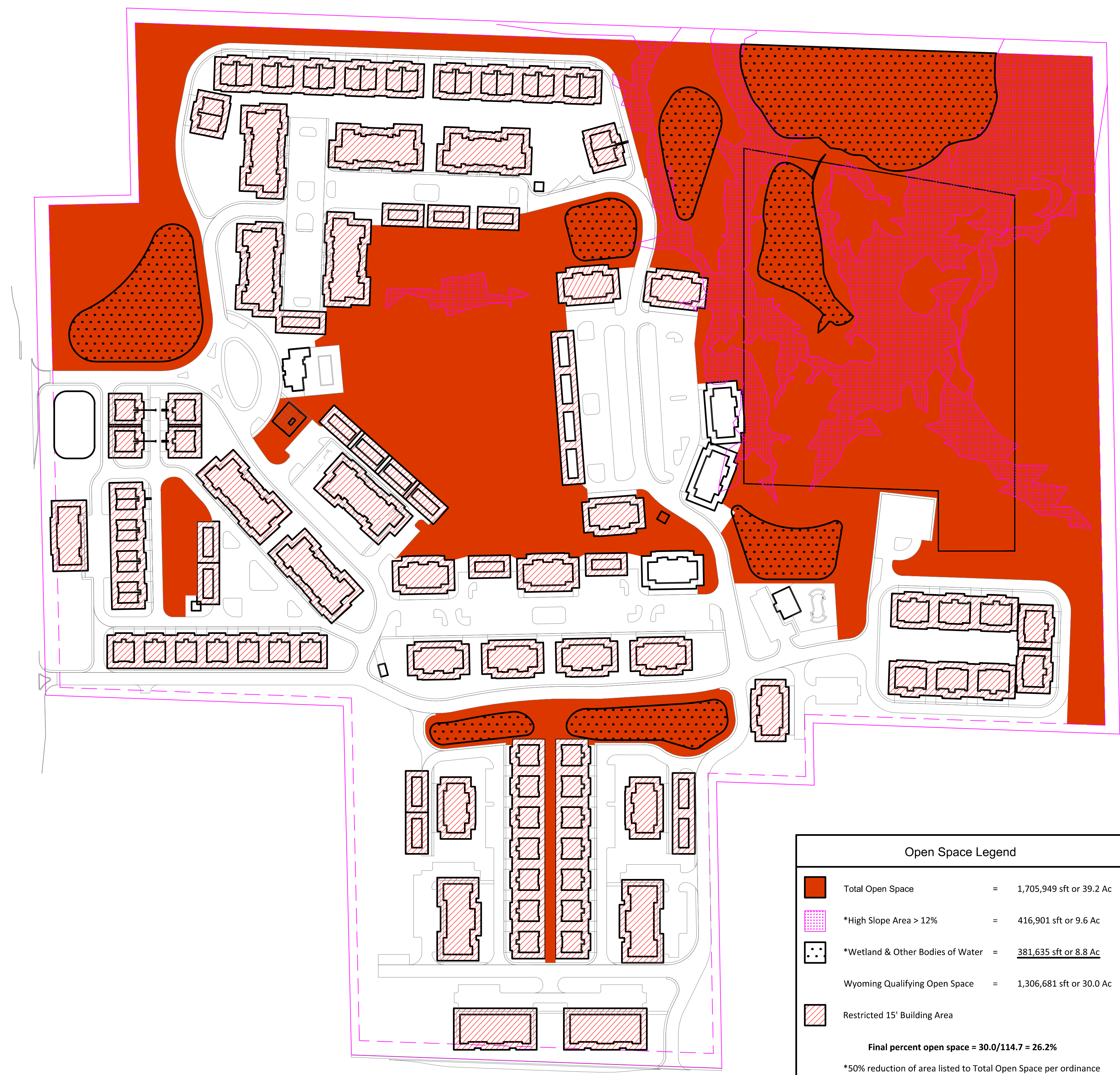
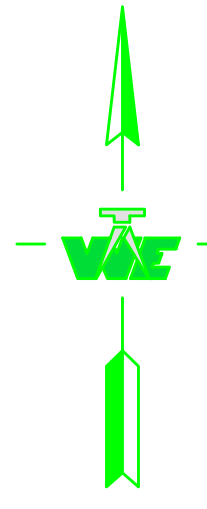
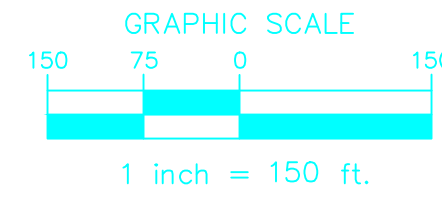


**The Pines Redevelopment  
Amenities  
Secure Package Room & Meeting Space Examples**



# The Pines Redevelopment Interior Samples





Open Space Legend		
	Total Open Space	= 1,705,949 sft or 39.2 Ac
	*High Slope Area > 12%	= 416,901 sft or 9.6 Ac
	*Wetland & Other Bodies of Water	= 381,635 sft or 8.8 Ac
	Wyoming Qualifying Open Space	= 1,306,681 sft or 30.0 Ac
	Restricted 15' Building Area	
Final percent open space = 30.0/114.7 = 26.2%		
*50% reduction of area listed to Total Open Space per ordinance		

**PUD-4 APPLICATION SET**

**PINES DEVELOPMENT – DOMO/REDHAWK**  
 5050 BYRON CENTER AVE. SW, CITY OF WYOMING  
 KENT COUNTY, MICHIGAN 49519

OPEN SPACE EXHIBIT

**WOLVERINE**  
 Engineers & Surveyors, Inc.  
  
 312 North Street  
 Mason, Michigan 48854  
 Ph: 317.676.9200  
 Fx: 317.676.9396  
<http://www.wolveneg.com>

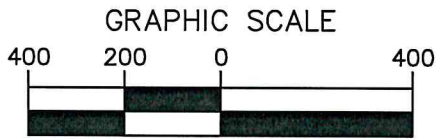
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REVISION	DATE	DRAWN	DESCRIPTION
1	06/09/22	JAL	ADD WETLAND/POD AREA TO CALCULATION

APPROVED	DBH
CHECKED	DBH
DRAWN	JAL
JOB NO.	21-0078
DATE	06/09/2022
SCALE	1" = 150'
SHEET NO.	C2.1

# CERTIFICATE OF SURVEY

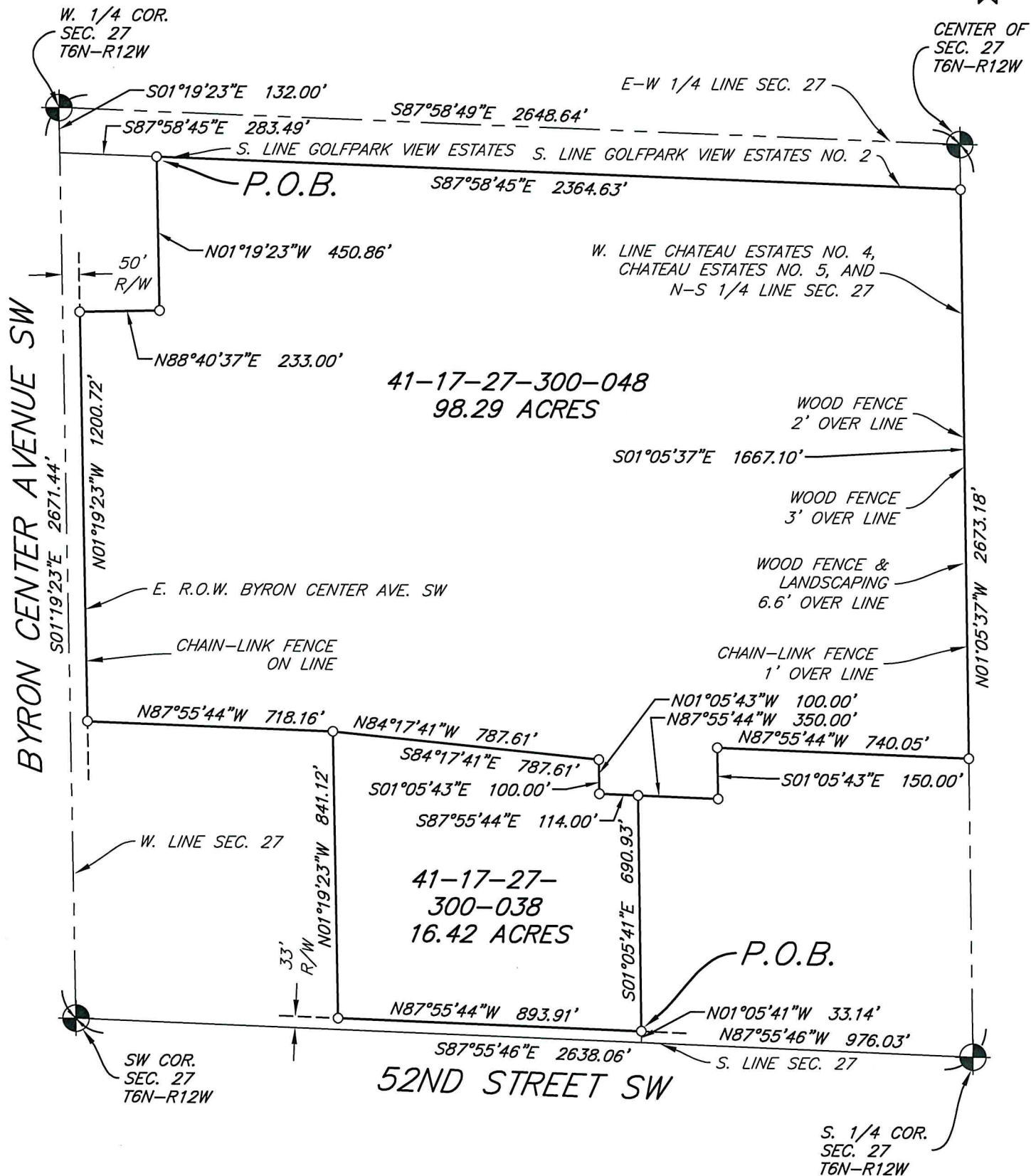
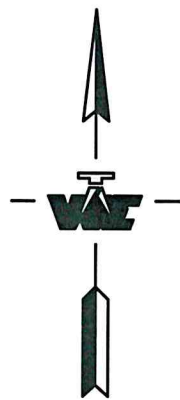
BASIS OF BEARING: STATE PLANE GRID  
AZIMUTH, MI SOUTH ZONE 2113



1 inch = 400 ft.

### LEGEND

- SECTION CORNER
- FOUND IRON



**WOLVERINE**  
Engineers & Surveyors, Inc.

312 North Street  
Mason, Michigan 48854  
Ph: 517-676-9200  
Fx: 517-676-9396  
<http://www.wolveng.com>

SURVEY FOR:		
REDHAWK MULTIFAMILY PART OF THE SOUTHWEST 1/4 OF SECTION 27, T6N-R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN		
FIELD SURVEY: TY & JL	DATE: 6-10-22	SHEET: 1 OF 2
DRAWN: MNV	SCALE: 1"=400'	JOB NO.: 21-0078

# CERTIFICATE OF SURVEY

**LEGAL DESCRIPTIONS**

PARCEL NUMBER 41-17-27-300-048, AS SURVEYED:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 27, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 27; THENCE S 01°19'23" E 132.00 FEET ALONG THE WEST LINE OF SAID SECTION 27; THENCE S 87°58'45" E 283.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 87°58'45" E 2364.63 FEET ALONG THE SOUTH LINES OF GOLFPARK VIEW ESTATES AND GOLFPARK VIEW ESTATES NO. 2 TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 27; THENCE S 01°05'37" E 1667.10 FEET ALONG SAID NORTH-SOUTH 1/4 LINE, ALSO BEING THE WEST LINE OF CHATEAU ESTATES NO. 4 AND CHATEAU ESTATES NO. 5; THENCE N 87°55'44" W 740.05 FEET; THENCE S 01°05'43" E 150.00 FEET; THENCE N 87°55'44" W 350.00 FEET; THENCE N 01°05'43" W 100.00 FEET; THENCE N 84°17'41" W 787.61 FEET; THENCE N 87°55'44" W 718.16 FEET TO THE EAST LINE OF BYRON CENTER AVENUE SW; THENCE N 01°19'23" W 1200.72 FEET ALONG SAID EAST LINE; THENCE N 88°40'37" E 233.00 FEET; THENCE N 01°19'23" W 450.86 FEET TO THE POINT OF BEGINNING. CONTAINING 98.29 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PARCEL NUMBER: 41-17-27-300-038, AS SURVEYED:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 27, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 27; THENCE N 87°55'46" W 976.03 FEET ALONG THE SOUTH LINE OF SAID SECTION 27; THENCE N 01°05'41" W 33.14 FEET TO THE NORTH LINE OF 52ND STREET AND THE POINT OF BEGINNING; THENCE N 87°55'44" W 893.91 FEET ALONG SAID NORTH LINE; THENCE N 01°19'23" W 841.12 FEET; THENCE S 84°17'41" E 787.61 FEET; THENCE S 01°05'43" E 100.00 FEET; THENCE S 87°55'44" E 114.00 FEET; THENCE S 01°05'41" E 690.93 FEET TO THE POINT OF BEGINNING. CONTAINING 16.42 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

**WITNESSES TO GOVERNMENT SECTION CORNERS**

WEST 1/4 CORNER SECTION 27: FOUND STANDARD KENT COUNTY MONUMENT  
 FOUND SW COR. BRICK GARAGE, N40°E 109.38'  
 FOUND SE COR. CONCRETE DRIVEWAY HOUSE #2402 PARKVIEW, N80W 62.25'  
 TOP  $\text{\textcircled{C}}$  FIRE HYDRANT, N60°E 72.32'  
 FOUND NAIL & KENT COUNTY REMON. TAG NW SIDE POWER POLE, S30°W 134.82'

SOUTHWEST CORNER SECTION 27: FOUND STANDARD KENT COUNTY MONUMENT  
 FOUND "X" TOP SE BOLT FOR SIGNAL POLE, N50°W 70.62'  
 FOUND "X" TOP SW BOLT FOR SIGNAL POLE, N55°E 62.29'  
 FOUND "X" TOP NW BOLT FOR SIGNAL POLE, S45°E 72.83'  
 FOUND "X" TOP NE BOLT FOR SIGNAL POLE, S60°W 64.12'

CENTER OF SECTION 27: FOUND STANDARD KENT COUNTY MONUMENT  
 FOUND SW CORNER HOUSE FOUNDATION, N40°E 37.43'  
 FOUND NAIL & KENT CO. REMON. TAG W. SIDE 34" BEECH, N20°W 42.55'  
 FOUND NAIL & KENT CO. REMON. TAG N. SIDE 34" BEECH, S70°W 13.92'  
 FOUND NAIL & KENT CO. REMON. TAG NE SIDE 15" CHERRY, N55°W 50.34'

SOUTH 1/4 CORNER SECTION 27: FOUND STANDARD KENT COUNTY MONUMENT  
 FOUND NAIL & KENT CO. REMON. TAG SW SIDE L & T POLE, N45°W 56.89'  
 FOUND NAIL & KENT CO. REMON. TAG NW SIDE POWER POLE, S60°W 56.86'  
 FOUND NAIL & KENT CO. REMON. TAG E. SIDE 8" WALNUT, 48.79'  
 FOUND NW CORNER BRICK GARAGE, S10°E 77.69'

**CERTIFICATION STATEMENT:**

I, DONALD J. BENDZINSKI, PROFESSIONAL SURVEYOR #35989, CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION, THAT ALL CORNERS HAVE BEEN MARKED AS SHOWN, THAT THE RELATIVE POSITIONAL PRECISION OF THE CORNERS IDENTIFIED FOR THIS SURVEY AND SHOWN ON THE MAP ARE WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING, AND THAT THE REQUIREMENTS FOR SECTION MCL 54.213 OF PA 132 OF 1970, AS AMENDED, HAVE BEEN MET.



*Donald J. Bendzinski*  
 \_\_\_\_\_  
 4/10/22  
 \_\_\_\_\_  
 DATE

**WOLVERINE**  
 Engineers & Surveyors, Inc.

312 North Street  
 Mason, Michigan 48854  
 Ph: 517-676-9200  
 Fx: 517-676-9396  
<http://www.wolveng.com>

SURVEY FOR:			REDHAWK MULTIFAMILY PART OF THE SOUTHWEST 1/4 OF SECTION 27, T6N-R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN
FIELD SURVEY:	DATE:	SHEET:	TY & JL 6-10-22 2 OF 2
DRAWN:	SCALE:	JOB NO.:	MNV N/A 21-0078