

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, FEBRUARY 21, 2022, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Wayne Ondersma, The Pier 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 February 7, 2022 Regular Meeting, the February 7, 2022 Closed Session and the February 14, 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 Receive Comment on a Combined Brownfield Plan/Work Plan for the Plummer Project, 3933 Clay Avenue SW

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

b) Proclamations

1. Potter's House State Championships

11) Petitions and Communications

a) Petitions

b) Communications

12) Reports from City Officers

a) From City Council

b) From City Manager

22-04 Acceptance of a Utility Easement for Sanitary Sewer for 5252 Clay Avenue SW
(Schreiber Foods, Inc.)

13) Budget Amendments

a) Budget Amendment No. 56 – To Appropriate \$7,000.00 of Budgetary Authority to Provide Funding for the Employee Picnic in August 2021

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 Appoint Robert Kilgo as a Member of the Parks and Recreation Commission for the City of Wyoming
- b) To Confirm the Reappointment of Barrett Walquist as a Member of the Economic Development Corporation and Brownfield Redevelopment Authority for the City of Wyoming
- c) To Set a Date for a Public Hearing on the Proposed Wyoming Community Development 2022/2023 One Year Action Plan (April 4, 2022 at 7:01 p.m.)
- d) To Set a Public Hearing for the Approval of the City of Wyoming Marquette Park Master Plan (April 18, 2022 at 7:01 p.m.)

15) Resolutions

- e) To Approve the Application of Schreiber Foods, Inc., 5252 Clay Avenue SW, Wyoming MI for an Industrial Facilities Exemption Certificate in the City of Wyoming
- f) To Approve Traffic Control Order No. 1.01-22
- g) To Accept the Metro Pattern Crime Team (MPACT) Operating Agreement and to Authorize the Mayor and City Clerk to Execute the Agreement
- h) To Approve the Combined Brownfield Plan/Work Plan and Reimbursement Agreement for Plummer Waste Services Clay Avenue Project
- i) To Approve an Amended PACE Program Report
- j) To Approve a PACE Special Assessment Contract for the Reserve Flats Project and Authorize the Mayor and City Clerk to Sign the Agreement
- k) To Waive Certain Requirements of the City Code for the Spring Carnival and to Approve and Authorize Signing of a 2022 Spring Carnival Contract and Police Support Contract with T.J. Schmidt & Company, LLC, for the 2022 Carnival to be Held at Lamar Park from April 22 – May 1, 2022
- l) To Amend the Ward Boundaries for the City of Wyoming, Kent County, Michigan

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

- m) To Approve the Construction Manager Agreement with JWK Construction, Inc. for Construction of City Attorney and Indigent Defense Administrator Offices and to Authorize the City Manager to Execute the Agreement
- n) To Approve Final Payment for the 56th Street Improvements (Haughey Avenue to Division Avenue)
- o) To Accept a Quote from Van Dyken Mechanical, Inc. for the Purchase and Installation of a HVAC Unit and to Authorize the Mayor and City Clerk to Execute the Contract
- p) To Accept a Quote for Engine Replacement of Fire Truck S-73, Accept an Agreement for the Sale of Fire Truck S-73, and to Authorize the Mayor and City Clerk to Execute the Contract and Agreement
- q) To Accept a Proposal from Plummers Disposal Service Inc. for the 2022 Community Cleanup Day
- r) To Authorize the Mayor and City Clerk to Execute a Lease Agreement Between the City of Wyoming and T-Mobile Central LLC

- s) To Concur with the Emergency Repair of the 42” Transmission Main, Authorize Payment for the Repairs and Approve the Attached Budget Amendment (Budget Amendment No. 57)
- t) To Extend the Bid for Bituminous Paving Material
- u) For Award of Bids and to Authorize the Mayor and City Clerk to Execute the Contracts
 - 1. Shredded Bark and Wood Chips
 - 2. Stainless Steel Clamp Couplings
 - 3. Brass Meter Service and Meter Installation Materials and Meter Mountings

17) Ordinances

- 3-22 To Amend Section 1-27 of the Code of Ordinances Providing for Municipal Civil Infractions, Issuance of Civil Infraction Citations, and Penalties and Consequences for Ordinance Violations (Final Reading)
- 7-22 To Amend Chapter 14, Article IV, of the Code of Ordinances, Addressing Licensing of Alcoholic Liquor Businesses (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

PROCLAMATION OF CONGRATULATIONS

***POTTER'S HOUSE BOYS VARSITY SOCCER TEAM
DIVISION FOUR STATE CHAMPIONSHIP - 2021***

WHEREAS, the Potter's House Boys Basketball Team deserve special recognition for their 2021 soccer season, and

WHEREAS, the Potter's House Boys Basketball Team displayed their exceptional abilities by scoring three goals in just 10 minutes in the first half and defeating Clarkston Everest Collegiate 3-0, winning the Division Four State Championship, and

WHEREAS, this championship victory represents the fourth state championship for Potter's House school and one of two state championships won by Potter's House in 2021.

NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, Michigan on behalf of the City Council do hereby express sincere congratulations and recognition to the Potter's House Boys Soccer Team for their outstanding achievement during the 2021 soccer season.

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

PROCLAMATION OF CONGRATULATIONS

***POTTER'S HOUSE LEZawe OSTERINK
BOYS CROSS COUNTRY INDIVIDUAL
DIVISION FOUR STATE CHAMPIONSHIP - 2021***

WHEREAS, Mr. Lezawe Osterink of Potter's House High School deserves special recognition for his 2021 cross country season, and

WHEREAS, as a junior Mr. Osterink finished an undefeated 13-0 season by finishing the 3.1-mile championship race in just 15 minutes and 50 seconds, winning the Division Four State Championship, and

WHEREAS, this championship victory represents the fourth state championship for Potter's House school and one of two state championships won by Potter's House in 2021.

NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, Michigan on behalf of the City Council do hereby express sincere congratulations and recognition to Mr. Lezawe Osterink of Potter's House High School for his outstanding achievement during the 2021 cross country season.

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

City of Wyoming Michigan

City Manager | 1155 28th St SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

February 21, 2022

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 22-04

Subject: Acceptance of a Utility Easement for Sanitary Sewer for 5252 Clay Avenue, SW
(Schreiber Foods, Inc.)

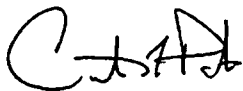
Councilmembers:

Schreiber Foods, Inc., owner of 5252 Clay Avenue, SW, has submitted the following described Sanitary Sewer Easement. Said easement conveys rights to construct and maintain a sanitary sewer.

Grantor:	Schreiber Foods, Inc.
Parent Parcel:	41-17-36-128-011
Parcel Size:	30' x 496.48' (Utility Easement)
Consideration:	\$0.00

It is recommended that the City Council accept the attached Sewer Easement Agreement, which has been approved as to form by the City Attorney.

Respectfully submitted,



Curtis L. Holt
City Manager

Attachments: Sewer Easement Agreement

community • safety • stewardship

CITY COUNCIL

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

SEWER EASEMENT AGREEMENT

This Sewer Easement Agreement is made as of JAN 3, 2022, between Schreiber Foods, Inc., a Wisconsin corporation with a local address of 5252 Clay Ave SW, Wyoming, MI 49548, a corporate address of 400 N Washington St, Green Bay, WI 54301, and a registered Michigan address of c/o The Corporation Company, 40600 Ann Arbor Rd E, Ste 201, Plymouth, MI 48417-4675 (Schreiber), and the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (City).

RECITALS

A. Schreiber owns the property at 5252 Clay Ave SW, Wyoming, Michigan, tax parcel #41-17-36-128-011, described as follows on City's real property tax records (**Property**):

Part of SW 1/4 of Sec 25 & part of SW 1/4 of Sec 36 commencing 50.05 ft S 89D, 52M, 06S, W along S Sec line from S 1/4 corner of Sec 25 thence N 2D, 34M, 16S W 131.76 ft thence N 89D, 59M, 46S, W 100.10 ft, thence N 2D, 34M, 16S W 169.71 ft thence S 89D, 51M, 51S W 755.10 ft to easterly line of Clay thence southerly along SD easterly line to N Line of Fisher Station thence easterly SD N line to W line of Penn Station RR right-of-way thence northerly along SD W line to beginning, Sections 25 & 36 T6N, R12W. 13.01 acres. (Split/combined on 07/20/2020 from 41-17-36-128-008, 41-17-25-300-055.)

B. Before Schreiber owned the Property, a previous owner or occupant constructed certain building improvements over an approximately 55-year-old City-owned and operate sanitary sewer line (City Sewer) within an easement to the City recorded at Liber 2009, Page 366, in the Kent County Records (**Existing Easement**) and therefore encroaching on the Existing Easement.

C. Schreiber wishes to construct an additional structure within the Existing Easement.

D. The proximity of the existing structures on the Property to the City Sewer and their encroachment in the Existing Easement and construction of an additional structure within the Existing Easement and its proximity to the City Sewer will make it extra difficult and costly to repair or replace the aging City Sewer and may make it impossible to do so without damaging Schreiber's buildings and other improvements on the Property.

E. However, Schreiber would like to avoid the cost and business interruption that could result from either (i) removing the encroachment of its buildings and improvements from the Existing Easement and constructing the additional structure in a location other than its planned location, or (ii) immediately relocating the City Sewer to another location on the Property.

F. City is willing to allow the continued encroachment and additional encroachment in the Existing Easement under the terms and conditions of this Agreement.

TERMS AND CONDITIONS

In exchange for the consideration in or provided by this Agreement, the parties agree:

1. **Consent.** City consents to the encroachments of the existing structures in the Existing Easement and consents to the encroachment of the planned additional structure in the Existing Easement subject to all other terms of this Agreement.

A. This consent does not give any approvals for the additional structure that may be needed under City's zoning ordinance, the state construction code, the applicable fire code, or any other applicable laws, rules, or regulations. Schreiber will still need to seek and obtain any such approvals.

B. This consent is limited only to the encroachments existing on the date of this agreement as depicted on the attached Exhibit A and to the planned encroachment by a 912 square foot modular office as depicted on the attached Exhibit B. It provides no consent to any additional encroachments. City is under no obligation to consent to any future encroachments. City will consider any such request in its sole discretion and may deny any such request for any or no reason.

2. City Sewer Maintenance or Repair. If City determines, in City's sole discretion, that the City Sewer needs or should undergo maintenance and/or repair, the following will apply:

A. If City determines, in City's sole discretion, that such maintenance and/or repair can likely be completed either (i) without excavating within the Existing Easement or (ii) with minimal excavation within the Existing Easement (such as via a narrow access hole) and without any shoring or bracing of Schreiber's building(s), City may undertake that work. Examples of such maintenance or repair include accessing the City Sewer from a location outside the Property and undertaking such actions as (i) video inspection of the City Sewer, (ii) clearing obstructions using mechanical tools, solvents, water jetting, or other means, (iii) lining or relining, or (iv) other work that can reasonably be performed remotely. City will notify Schreiber of such work just as it notifies other owners of property with sanitary sewer easements of such work.

B. If City determines, in City's sole discretion, that (i) such maintenance and/or repair cannot reasonably be completed either or (ii) that due to its age, condition or other factors, the City Sewer should be replaced, City will replace the City Sewer as provided in section 3 of this Agreement.

3. City Sewer Replacement. If City determines, in City's sole discretion, that the City Sewer needs to be replaced, the following will apply:

A. If the replacement is not, in City's sole discretion, an emergent or urgent matter due to an obstruction, collapse or other significant impairment of the operation of the City Sewer and there is not otherwise, in City's sole discretion, an imminent risk to public health or safety or to the environment, City shall first notify Schreiber of the need for replacement and attempt to design and schedule that replacement in a manner to reasonably avoid undue disruption of Schreiber's operations on the Property.

B. If, in City's sole discretion, the replacement must, for any reason, be more immediately undertaken, City will within a reasonable time under the circumstances notify Schreiber, begin any needed bypass pumping of the City Sewer, and undertake the City Sewer replacement.

C. The replacement for the City Sewer (**New Sewer**) shall be constructed in the **New Sewer Easement** as conveyed under section 4 of this Agreement and as described and depicted on the attached **Exhibit C**. Except for the limited consultation with Schreiber described in subsection 3.A, City shall, in City's sole discretion, design, contract for, construct, install, inspect, accept, use, operate, repair, maintain, improve, and replace the New Sewer in accordance with standard City policies, procedures, and practices. City has no obligation to provide Schreiber any other role or consultation with respect to the replacement of the City Sewer or construction of the New Sewer.

D. Within 60 days after the New Sewer is completed, accepted by City, and operational, City shall abandon in-place the City Sewer in a manner that City, in City's sole discretion, deems appropriate and release the Existing Easement.

E. Schreiber shall reimburse City for all costs City incurs (i) to inspect, use, operate, maintain, or repair the City Sewer to the extent those costs exceed costs City would incur for such work if the Schreiber's buildings and improvements were not encroaching on the Existing Easement, (ii) for bypass pumping of the City Sewer, (iii) to design, bid, construct, install, undertake inspection related to the construction and installation of, and put into operation the New Sewer, and (iv) to abandon in-place the City Sewer. Such costs shall be paid within 30 calendar days of the date of the invoice. Such amounts shall be liens against the Property payable and collectible as provided for liens for sanitary sewer service under 1939 PA 178, MCL 123.161 *et seq.*, and under section 21 of the revenue bond act of 1933, 1933 PA 94, MCL 141.121.

4. New Sewer Easement. Schreiber grants and conveys to City a permanent easement in, on, over, and under New Sewer Easement area as described and depicted in the attached Exhibit C, for designing, constructing, installing, reconstructing, reinstalling, operating, using, maintaining, repairing, inspecting, improving, and replacing the New Sewer as provided in this Agreement.

A. Schreiber shall not construct, install, place, or allow or suffer to be constructed, installed, placed, or remain within the New Sewer Easement any building, structure, wall, fence, or other improvements without City's prior written consent which City may refuse for any or no reason.

B. Schreiber shall not grant any other individual, group, or entity an easement in or license to use the easement area described in Exhibit C without City's prior written consent which City may refuse for any reason.

C. This New Sewer Easement shall run with the land and be binding on the parties and their respective grantees, successors, and assigns.

5. General Provisions.

A. This is the entire agreement between the parties as to its subject matter. It cannot be amended or modified except in writing signed by both parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. The captions are for reference only and shall not affect the interpretation of this Contract. However, the recitals are an integral part of this Agreement. This Agreement and the parties' rights and obligations under this Contract shall be governed by, and construed and interpreted in accordance with, the laws of Michigan.

B. This Agreement and the rights and obligations under it are unassignable and non-transferable without the other party's consent. This Agreement is enforceable only by the parties. No other person shall have the right to enforce any provision.

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

D. Each individual signing this Agreement on behalf of a party attests and promises she/he has the authority to sign this Agreement on behalf of that party.

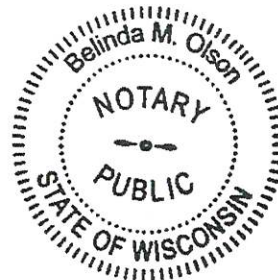
The parties have signed this Agreement as of the date first written above.

SCHREIBER FOODS, INC.

By: Stevan A. Geischer
JAN 3, 2022
Director of Engineering

STATE OF Wisconsin
COUNTY OF Brown
Acknowledged before me in Brown County, Wisconsin
on January 3, 2022, by Stevan A. Geischer known
to me as the Director of Schreiber Foods, Inc.

Belinda M. Olson
Belinda M. Olson Notary Public
Brown County, Wisconsin
Acting in Brown County, Wisconsin
My commission expires: June 8, 2025



CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, Clerk

Approved as to form:

Scott G. Smith, City Attorney

**STATE OF MICHIGAN
COUNTY OF KENT**

Acknowledged before me in Kent County, Michigan,
on _____, 202@, by Jack A. Poll, Mayor
of the City of Wyoming, and Kelli A. Vandenberg,
City Clerk of the City of Wyoming.

_____, Notary Public
_____ County, Michigan
Acting in Kent County, Michigan
My commission expires: _____

Exempt from state and county transfer tax pursuant to MCLA 207.505(a) and MCLA 207.526(a).

Drafted by:
Scott G. Smith
Wyoming City Attorney
1155 28th St SW, PO Box 905
Wyoming, MI 49509-0905

When recorded, return to:
Kelli A. Vandenberg
Wyoming City Clerk
1155 28th St SW, PO Box 905
Wyoming, MI 49509-0905

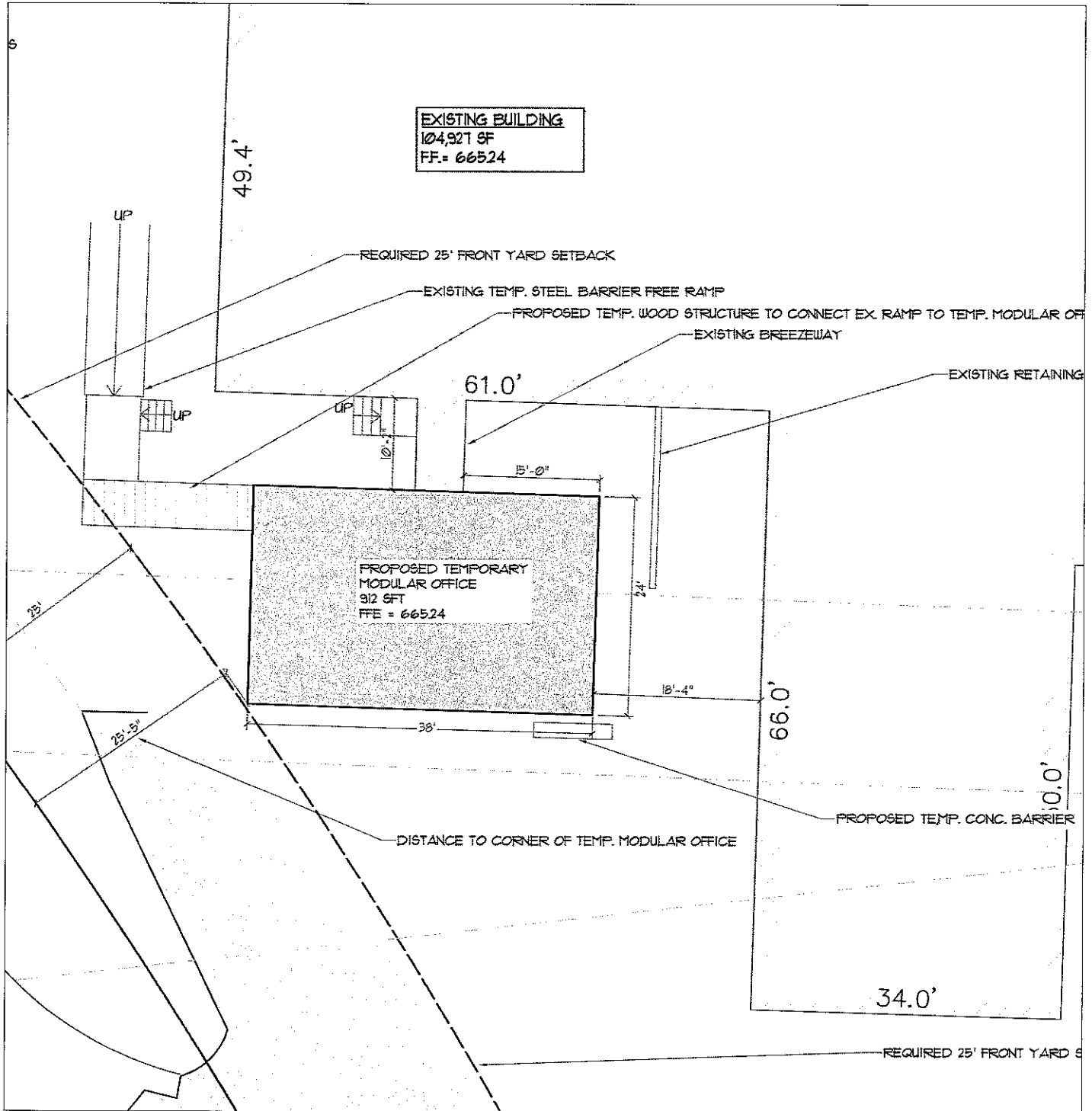
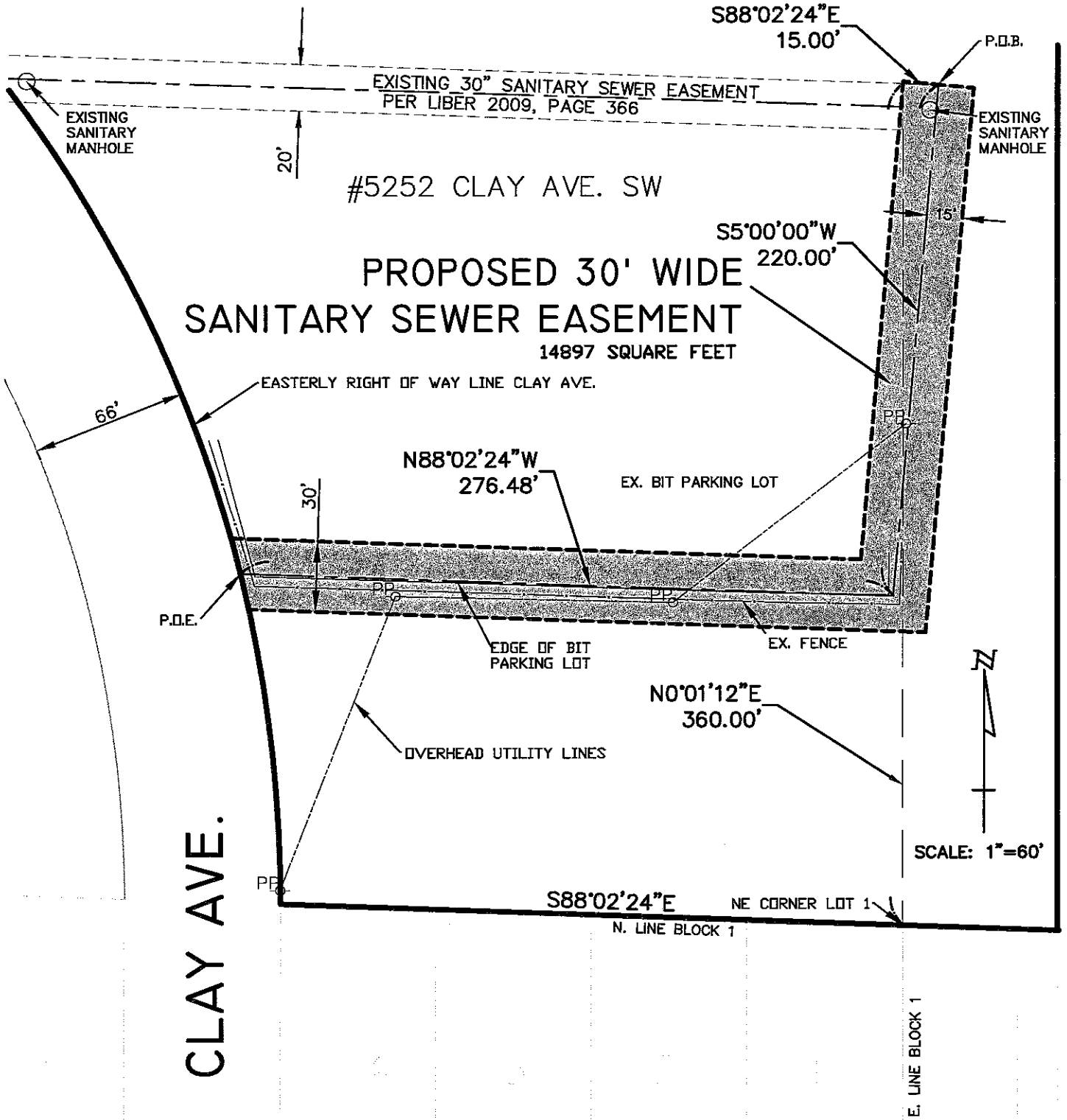


EXHIBIT B
PROPOSED ENCROACHMENT
5252 CLAY

FOR: CITY OF WYOMING
 DATE: 1-28-22
 PROJECT NO: 22002
 RE: #5252 CLAY-PROPOSED SANITARY EASEMENT

PROPOSED 30 FOOT WIDE SANITARY SEWER EASEMENT DESCRIPTION: A 30 FOOT WIDE EASEMENT BEING 15 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, PLAT OF FISHER'S STATION, SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN; THENCE N01°01'12"E 360 FEET ALONG THE EAST LINE EXTENDED OF SAID BLOCK; THENCE S88°02'24"E 15.00 FEET PARALLEL WITH THE NORTH LINE OF SAID BLOCK TO THE POINT OF BEGINNING OF THE CENTERLINE; THENCE S5°00'00"W 220.00 FEET; THENCE N88°02'24"W 276.48 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY LINE OF CLAY AVENUE (66 FEET WIDE) BEING THE POINT OF ENDING OF THE CENTERLINE.



mbn
 Meyers, Bueche & Nies, Inc.
 Civil Engineers/Surveyors
 1750 3 Mile Road NW
 Grand Rapids, MI 49544
 616-457-5030
 www.mbnse.com

LEGEND	
	WOOD STAKE (SET)
	IRON STAKE (SET)
	IRON STAKE (FOUND)
	FENCE
M	= MEASURED
P	= PLATTED

THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON, THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

CITY OF WYOMING BUDGET AMENDMENT

Date: February 21, 2022

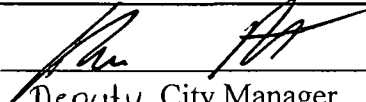
Budget Amendment No. 056

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$7,000.00 of budgetary authority to provide funding for the employee picnic in August 2021.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
City Council - City Council - Other Services				
101-101-10100-956.000	31,950.00	7,000.00		38,950.00
Fund Balance/Working Capital (Fund 101)		-	7,000.00	

Recommended: 
Senior Accountant


Deputy City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2021-2022 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 APPOINT ROBERT KILGO AS A MEMBER OF
THE PARKS AND RECREATION COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Robert Kilgo has submitted an application requesting appointment to the Parks and Recreation Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2024.
3. City Council wishes to appoint Robert Kilgo as a member of the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby appoint Robert Kilgo as a member of the Parks and Recreation Commission of the City of Wyoming for the unexpired term ending June 30, 2024.

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 February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF BARRETT WALQUIST
AS A MEMBER OF THE ECONOMIC DEVELOPMENT CORPORATION AND
BROWNFIELD REDEVELOPMENT AUTHORITY FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Barrett Walquist expired on February 13, 2022.
2. Mayor Jack Poll has recommended the reappointment of Barrett Walquist as a member of the Economic Development Corporation and Brownfield Redevelopment Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming, Michigan does hereby confirm the reappointment of Barrett Walquist as a member of the Economic Development Corporation and Brownfield Redevelopment Authority for the City of Wyoming, Michigan for the regular term ending February 13, 2028.

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 February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

A RESOLUTION TO SET A DATE FOR A PUBLIC HEARING ON THE PROPOSED
WYOMING COMMUNITY DEVELOPMENT 2022/2023 ONE YEAR ACTION PLAN

WHEREAS:

1. The City of Wyoming has applied for and obtained 46 years of Community Development Block Grant (C.D.B.G.) funds from the Department of Housing and Urban Development.
2. It is necessary to submit a One Year Action Plan application for the 47th program year covering the period of July 1, 2022, through June 30, 2023.
3. On February 2, 2022, the Wyoming Community Development Committee unanimously recommended a proposed Wyoming Community Development 2022/2023 One Year Action Plan.
4. A City Council public hearing is a requirement prior to City Council approval of the Wyoming Community Development 2022/2023 One Year Action Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the date of April 4, 2022 at 7:01 p.m. for a public hearing on the Wyoming Community Development 2022/2023 One Year Action Plan.

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 February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF THE
CITY OF WYOMING MARQUETTE PARK MASTER PLAN

WHEREAS:

1. The City of Wyoming has undertaken the Marquette Park master planning process to evaluate and make recommendations for improvements to Marquette Park, a public park located at 1251 Marquette, Wyoming, MI 49509.
2. The proposed park master development plan has been created through extensive input from the community, through surveys, personal correspondence, and public input meetings. Input was also received from regulatory agencies and staff, including representatives the State of Michigan Department of Environment, Great Lakes and Energy; public safety, recreation programming, maintenance, engineering, and utilities staff.
3. The proposed development master plan has been reviewed by both the Parks and Recreation and Planning Commissions and has been unanimously recommended to the City Council for approval.
4. As part of its public engagement plan for the approval of the Marquette Park master development plan, the City of Wyoming City Council seeks to hold a public hearing on the approval of the plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set a public hearing on whether to approve the City of Wyoming Marquette Park Master Plan, which shall be held at 7:01 p.m. on April 18, 2022, in the City Council Chambers, City Hall, 1155 – 28th Street SW, Wyoming, Michigan.

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 February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION OF
SCHREIBER FOODS, INC, 5252 CLAY AVE SW, WYOMING, MI
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District 159, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 13784 on September 16, 1991.
2. Schreiber Foods, Inc. has filed an application for an Industrial Facilities Exemption Certificate under PA 198 of 1974, with respect to modifying their facility located within Industrial Development District 159, with an estimated cost of \$12,000,000 for real property improvements located at 5252 Clay Ave SW.
3. Before acting on this application, the City Council held a public hearing on January 17, 2022, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:01 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were afforded an opportunity to be heard on this application.
4. Construction had not begun earlier than six (6) months before November 23, 2021, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.
6. The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting this certificate, will not exceed 5% of an amount equal to the sum of SEV of the unit, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificate previously granted and currently in force under PA 198 of 1974, as amended and PA 225 of 1978, as amended, shall not have the effect of substantially impeding the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The application from Schreiber Foods, Inc. for an Industrial Facilities Exemption Certificate, with respect to modification of the facility on the following described parcel of real property situated within Industrial Development District 159, to wit:

Address: 5252 Clay Ave SW

Tax Parcel No.: 41-17-36-128-008

Legal Description:

Y1189-1: THAT PART NE 1/4 NW 1/4 LYING N OF N LINE OF PLAT OF FISHER STATION & W OF W LINE OF PENN CEN RR R/W /100 FT WIDE/ & E OF FOL DESC LINE - COM AT INT OF N LINE OF SD PLAT & CL OF MAPLE AVE TH NWLY 383.55 FT ALONG A 549.5 FT RAD CURVE TO LT /LONG CHORD BEARS N 20D W 375.88 FT/ TH N 40D W 337.06 FT TH NWLY ALONG A 687.81 FT RAD CURVE TO RT /LONG CHORD BEARS N 20D 01M 30S W 469.92 FT/ TO PT ON ENDING ON N SEC LINE SEC 36 T6N R12W 7.70 A.

be the same as hereby approved.

3. The Industrial Facilities Exemption Certificate, when issued, shall remain in force for a period of twelve (12) years.

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 February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

IFT Agreement (excerpt)

Resolution No. _____

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of February 21, 2022, between the City of Wyoming, a Michigan municipal corporation the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and Schreiber Foods, Inc. a corporation, the address of which is 5252 Clay Ave SW, Wyoming, MI 49548 (the “Company”).

RECITALS

- A. Pursuant to 1974 PA 198, as amended, MCL 207.551 *et seq.* (“Act 198”), the City Council may, after a public hearing, approve an application for an industrial facilities exemption certificate.
- B. Act 198 also requires a written agreement between the City and the Company.
- C. This Agreement is intended to ensure that the industrial facilities exemption certificate will result in the employment and tax base enhancements that provided the reasons for the City Council to approve it and that the certificate, once granted, will not impair the soundness of any taxing unit whose tax revenues will be affected by the granting of the certificate.
- D. The Company filed an application for an Industrial Facilities Tax Abatement pursuant to Act 198 a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- E. Following a public hearing on January 17, 2022, the City Council adopted a resolution on February 21, 2022, to approve the issuance of an industrial facilities exemption certificate for a period of 12 years for the property located at 5252 Clay Ave SW, in the City (the “Site”) conditional upon the parties entering into this Agreement (the “Tax Abatement”).
- F. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the Tax Abatement.

TERMS AND CONDITIONS

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

- 1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$12,000,000 in improvements to its property in the City and that at least 161 jobs will be retained at the Site as a result of that investment. The Company further pledges that those improvements will remain in place at the Site or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Tax Abatement and the jobs created and maintained will remain at the Site for at least 2 years after the expiration of the term of the Tax Abatement.
- 2. The City is relying upon, and the Company agrees the City may rely upon, the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted (*i.e.*, 2024) and each December 31 thereafter the Company shall submit a letter to the City, stating:
 - (a) The number of new jobs projected in the Application to be created and retained at the Site upon the project’s completion and the actual number of new jobs created and retained at the Site.

- (b) The number of employees at the Site at the time of the Application and the current number of employees at the Site.
 - (c) The estimated project cost stated in the Application and the actual project cost.
4. Upon receipt of the letter provided for in the preceding paragraph:
- (a) The City may either:
 - (1) Apply the criteria in the City's Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Tax Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels at the Site and project costs as stated in the letter, or
 - (2) If the number of new jobs at the Site or the cost of the project is substantially below that stated in the Application, the City Council may recommend revocation of the Tax Abatement.
 - (b) The City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Tax Abatement if:
 - (1) The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or
 - (2) Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made Application.
 - (c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.
5. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Tax Abatement as granted.
- (a) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations at the Site, or the City determines that the Company has discontinued or substantially curtailed its operations at the Site, or the company no longer employs at the Site the number of employees represented in the Application and in this Agreement:
 - (1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and
 - (2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.
 - (b) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the Company contends in any appeal taxable value of its property at the Site should be less the Company's cost to acquire the property and construct and install the project plus the value of the property prior to undertaking the project, as reflected in the Application, any certification made by the Company under Act 198, any letters filed with the City pursuant to this Agreement, or any other statements made by or on behalf of the Company in applying for or complying with the terms of the Tax Abatement and this Agreement:
 - (1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and
 - (2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.

(c) In making any decision under the preceding subparagraphs (a) or (b), the City Council shall consider whether:

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

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

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

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

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

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

CITY OF WYOMING

SCHREIBER, INC.

By: _____
Jack A. Poll, Mayor

By: _____
_____, _____

By: _____
Kelli A. VandenBerg, City Clerk

By: _____
_____, _____

Date signed: _____, 2022

Date signed: _____, 2022

RESOLUTION NO. _____

RESOLUTION TO APPROVE
TRAFFIC CONTROL ORDER NO. 1.01-22

WHEREAS:

1. Traffic Control Order No. 1.01-22, as set forth in the exhibits attached hereto and made a part of this Resolution, has been proposed in the City of Wyoming.
2. It is recommended by the City Traffic Engineer, as required by the Uniform Traffic Code for Cities, Townships and Villages, Part 2, Section R 28.1153, issued in October 2002 by the Commissioner of the Michigan State Police and adopted by the City of Wyoming, that said Traffic Control Order should be approved by the City Council as permanent.

NOW, THEREFORE, BE IT RESOLVED:

1. That such final approval be and is hereby granted that the aforesaid Traffic Control Order No. 1.01-22 be made a permanent part of the Traffic Control Order files of the City of Wyoming.

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 February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Traffic Control Order No. 1.01-22, with map

February 21, 2022

PERMANENT
TRAFFIC CONTROL ORDER NO 1.01-22

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

1. LOCATION:

Eagle Glen Dr. at its intersection with 56th St.

2. REGULATION:

All traffic shall stop before entering the intersection

3. SIGNS:

“Stop”

4. EFFECTIVE:

Immediately

Authority,



Russell J. Henckel, PE
Traffic Engineer

RJH:nll

cc: Police Dept

PTCO 1.01-22

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor



56TH ST

EAGLE GLEN AVE

SARALEE DR

LA PALOMA DR

PALMER HILLS DR

GEZON PKWY

S A. Morman & Co

RESOLUTION NO. _____

RESOLUTION TO ACCEPT THE METRO PATTERN CRIME TEAM (MPACT)
OPERATING AGREEMENT AND TO AUTHORIZE THE MAYOR AND
CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. The Department of Public Safety will participate on a newly formed multi-jurisdictional law enforcement team known as the Metro Pattern Crime Team (MPACT) that investigates violent crime in our community.
2. MPACT will be housed at and supervised by the Department of Public Safety and is governed by an agreement which specifies the responsibilities of each participating agency.
3. It is recommended that the City Council accept the MPACT operating agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the MPACT operating agreement.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

MPACT Agreement

Resolution No. _____

STAFF REPORT

Date: February 9, 2022

Subject: Metro Pattern Crime Team (MPACT)

From: Captain Timothy Pols

Meeting Date: February 14, 2022

RECOMMENDATION:

It is recommended the City Council authorize the Mayor and City Clerk to sign the Metro Pattern Crime Team (MPACT) operating agreement.

COMMUNITY, SAFETY, STEWARDSHIP:

The Metropolitan Pattern Crime Team (MPACT) is a newly established, multi-jurisdictional investigative team designed to create a cooperative effort between law enforcement agencies within Kent County for the purpose of investigating incidents relating to significant crime patterns occurring in each participating jurisdiction. The team will be made up of detectives from Wyoming, Kentwood, and Kent County. Because shootings, robberies, burglaries, and other violent crime often cross jurisdictional boundaries, combining our talent and resources with other agencies allows us to be more effective at locating, identifying, apprehending, and prosecuting those individuals who may be involved in these types of crimes in our city.

DISCUSSION:

Violent crime has been on the increase over recent years and one of the goals for the Department of Public Safety is to reduce violent crime. We value our partnerships with other local law enforcement agencies, and we have been the supervisory agency on the Metro Fraud and Identity Theft Team (MFITT) for nearly two decades. The threats facing our communities have shifted since MFITT was established. Commanders from agencies involved with MFITT have been meeting and decided to shift the mission of our collaborative investigative efforts. Rather than investigating fraud and identity theft, the team will now focus on pattern crimes which cross jurisdictional boundaries. The crime patterns being investigated may shift based upon current crime trends and subject to the agreement of commanders from the participating agencies. Likely subjects of investigation by MPACT include, but are not limited to, shootings, robberies, burglaries, catalytic converter thefts, and other organized theft rings or criminal enterprises. Financial crimes and identity theft will be investigated by general case detectives and will no longer be the target of a task force.

Wyoming Police will house and supervise MPACT, contributing a detective sergeant and at least one detective to this effort. We have also been in discussions with the FBI supervisors. They have expressed interest in being involved on MPACT. They have agreed to federally deputize the local law enforcement members which would facilitate federal prosecutions when appropriate. The FBI's involvement would also open up some federally funded overtime funding opportunities. If this comes to fruition, it will be subject of a future staff report.

The attached MPACT agreement further identifies the specific responsibilities of the agencies involved.

BUDGET IMPACT:

Signing this agreement will have no budget impact and simply provides resource allocation options for the Public Safety Chief in this collaborative effort to combat violent crime.

Metropolitan Pattern Crime Team (MPACT) Operating Agreement

THIS AGREEMENT is entered into by and between the police agencies of the following jurisdictions: City of Wyoming, City of Kentwood, and County of Kent.

The parties hereto agree as follows:

Section I Purpose:

The Metropolitan Pattern Crime Team (MPACT) is established to create a cooperative effort among the above listed agencies for the purpose of investigating and preparing cases for prosecution relating to significant crime patterns occurring in each participating jurisdiction. The crime patterns being investigated may shift based upon current crime trends and subject to the agreement of commanders from the participating agencies.

Section II Responsibilities:

All agencies acknowledge that MPACT is a joint operation, and each agency will act as a partner to accomplish its common purpose and delegated responsibilities.

The Wyoming Police Department (WYPD) shall provide for the following:

- A building where offices for MPACT can be operationalized.
- Supervisory accountability in the form of a sergeant and/or lieutenant. These supervisors are responsible for the daily operation of MPACT and the reporting of necessary information to participating agencies.
- One or more assigned MPACT detectives.
- Ancillary services including but not limited to the Forensic Science Unit evidence lockers and storage, available surveillance hardware, and electronic evidence collection and analysis through ICAC.
- A sworn crime analyst as an available resource to MPACT detectives.
- Additional detective personnel as available in the event of complex search warrants or other operational needs.

The Kent County Sheriff's Office (KCSO) and Kentwood Police Department (KPD) are responsible for the assignment of at least one detective each to MPACT. The detectives assigned to MPACT by those departments shall remain employees of their respective departments at all times and for all purposes.

Each agency agrees to assume the cost for its representatives, including salaries, cell phone, vehicle maintenance and operating costs, overtime and fringe benefits consistent with its policies. Each agency will also be responsible for the negligence or wrongful acts or omissions of its respective employees. Formal discipline will be the responsibility of the agency for which an employee works.

Each party shall indemnify and defend the other parties, their officials, offices, agents, employees and assigns, from and against all loss, damage or injury, and reasonable costs and

expenses, including attorney fees and costs of any suit related thereto, arising from bodily injury or death of any person, or property damage incurred, resulting from negligent acts or omissions or willful misconduct of the indemnifying parties, their subcontractors, or anyone directly or indirectly employed by them, associated with their performance hereunder.

Section III Deputation:

All police officers assigned to MPACT may be appointed as deputy sheriffs by the Kent County Sheriff after review by the Kent County Sheriff. Deputized members of MPACT shall possess all of the law enforcement power of a Deputy Sheriff for the term of their assignment

Section IV News Releases:

Formal media releases will be the responsibility of the WYPD. Department heads of the participating agencies will be notified of any pending news release and each agency shall be properly credited with participation. If a news release is area specific and would benefit a participating jurisdiction, the information will be forwarded upon request to that agency for initial release.

Section V Informants:

Informant procedures to be utilized by all MPACT personnel are listed in the WYPD Policy and Procedure Manual as identified in Section 400.I.2. Review of this document can be accessed by any participating agency upon request to the MPACT supervisor.

Section VI Agencies Requesting Membership:

Any law enforcement agency requesting membership in this agreement must minimally contribute one detective to MPACT. If any additional law enforcement agencies (other than WYPD, KCSO, and KPD) seek to participate in MPACT, this agreement shall be amended to address any relevant issues. Other agencies may collaborate with MPACT on a short-term basis with a specific purpose without requesting membership.

Section VII Period of Agreement:

This agreement will remain in effect unless amended in writing and signed by the participating agencies. Any participating agency may withdraw from MPACT at any time. Should this occur, it is recommended that a representative from the withdrawing agency provide written notice of their intent to withdraw to the command of the other participating agencies at least 30 days prior to removing their personnel.

Section VIII Governmental Immunity:

Governmental Immunity is not waived by any party to this agreement.

IN WITNESS WHEREOF, the parties hereto acknowledge our participation in the above stated AGREEMENT.

Agency

Signature

Date

City of Wyoming

Mayor Jack Poll

Clerk Kelli VandenBerg

City of Kentwood

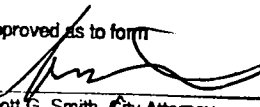
Mayor Stephen Kepley

Clerk Dan Kasunic

Kent County Sheriff's Office

Sheriff Michelle LaJoye-Young

Approved as to form



Scott G. Smith, City Attorney

Date: 2/14/2022

**CITY COUNCIL
CITY OF WYOMING, MICHIGAN**

At its regular meeting held at 7:00 p.m., local time, on Monday, February 21, 2022, in the City Council Chambers, Wyoming City Hall, 1155 28th St SW, Wyoming, Michigan, the City Council of the City of Wyoming, Michigan:

Council Members present: _____

Council Members absent: _____

Council Member _____, supported by Council Member _____, moved approval of the following resolution:

RESOLUTION NO. ____

RESOLUTION TO APPROVE THE COMBINED BROWNFIELD PLAN/WORKPLAN AND REIMBURSEMENT AGREEMENT FOR PLUMMER WASTE SERVICES CLAY AVENUE PROJECT

WHEREAS:

1. Plummer Waste Group (**Plummer's**) owns the property at 3933 Clay Ave SW, Wyoming Michigan, PP# 41-17-24-177-007 (the **Property**) which, prior to Plummer's ownership, was contaminated with hazardous substances exceeding applicable criteria under state laws, rules and regulations making certain evaluations and remediation necessary in order to use the Property in the manner Plummer's proposes.
2. The brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 *et seq.* (**Act 381**) provides for reimbursement of certain environmental costs from tax increment revenues captured from the development of a project on a site in accordance with a brownfield plan and, if educational taxes are to be captured, an Act 381 work plan approved by the Michigan Department of Environment, Great Lakes, and Energy (**EGLE**).
3. Plummer's worked in cooperation with Wyoming city staff and in collaboration with EGLE in the preparation of a combined brownfield plan/work plan (**proposed plan**) providing for reimbursement from tax increment revenues of costs for eligible activities on the Property related to addressing the identified environmental concerns on the property in accordance with Act 381 and the proposed plan.
4. The Wyoming Brownfield Redevelopment Authority's (**WBRA**) Board of Directors recommended that the City Council approve the proposed plan on February 14, 2022.
5. The City Council held a public hearing prior to considering the proposed plan, notice of which was provided as required by Act 381 and at which all aspects of the proposed plan were open for discussion.
6. The City Council considered all oral comments made at the public hearing and considered all written communications submitted before or during the public hearing.
7. The proposed plan calls for a reimbursement agreement among the developer of the project, the WBRA, and the City which the WBRA Board of Directors approved in the form attached as an exhibit to the proposed plan (the **proposed reimbursement agreement**) on February 14, 2022.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council makes the following determinations:
 - A. The proposed plan constitutes a public purpose under Act 381 because it provides for addressing environmental contamination to accommodate redevelopment and reuse of the Property.
 - B. The proposed plan meets the requirements of sections 13 and 13b of Act 381, MCL 125. 2263 and 125.263b.
 - C. The proposed method of financing the costs of eligible activities in the proposed plan is feasible and the WBRA has the ability to carry it out.
 - D. The proposed costs of eligible activities in the proposed plan are reasonable and necessary to carry out the purposes of Act 381.

- E. The amount of captured taxable value (and resulting tax increment revenues) estimated in the proposed plan are reasonable.
- 2. The City Council approves the proposed plan and the proposed reimbursement agreement and authorizes and directs all city officers, employees, boards and commissions, including the WBRA, to fully implement the approved plan and reimbursement agreement in accordance with Act 381 and their respective terms.
- 3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Motion Carried Yes _____
No _____

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a meeting held on February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: February 8, 2022
Subject: Plummer Project Brownfield Plan/Workplan & Reimbursement Agreement
From: Scott Smith, City Attorney
Nicole Hofert, Planning and Economic Development Director
Meeting Date: February 21, 2022

RECOMMENDATION:

Adopt the Resolution Approving Combined Brownfield Plan/Workplan and Reimbursement Agreement for Plummer Waste Services Clay Avenue Project.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – This will provide financial assistance for the clean-up and reuse of contaminated property.

Safety – The environmental remediation will make the property safer for those working on it and for those who might otherwise have contact with contaminated soils.

Stewardship – This provides for the redevelopment of long vacant, contaminated property, providing increased employment in the city and enhancing the city's tax base.

BUDGET IMPACT:

The proposed brownfield tax increment reimbursement will not impact the budget.

DISCUSSION:

The brownfield plan/work plan and reimbursement agreement will enable Plummer Waste Group to recover over 10 years up to about \$194,000 in costs incurred to remove up to 2000 tons of contaminated soils and otherwise remediate contamination at 3933 Clay Ave SW in the city. The reimbursement would be from tax increment revenues generated from the levy of property taxes (including state education and local school operating taxes) resulting from increase in taxable value of that property. The property will be used as an 11,000 square-foot truck garage with associated office facilities with an investment of about \$1.5M exclusive of the remediation costs.

The resolution includes the findings the Council must make in approving the plan. A public hearing will precede the Council's consideration of the resolution.



**ACT 381 COMBINED BROWNFIELD PLAN
TO CONDUCT ELIGIBLE
EGLE ENVIRONMENTAL ACTIVITIES**

**City of Wyoming
Brownfield Redevelopment Authority**

Prepared for:
Plummer's Waste Group

Prepared with the assistance of:
Fishbeck
1515 Arboretum Drive SE
Grand Rapids, Michigan 49546
616-464-3876

Approved by the City of Wyoming Brownfield Redevelopment Authority on _____

Approved by the Wyoming City Council on _____

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ACT 381 COMBINED BROWNFIELD PLAN

1.0 INTRODUCTION

This Combined Brownfield Plan – Work Plan (“Plan”) pertains to the contaminated property located at 3933 Clay Avenue, Wyoming, Kent County, Michigan (the “Property”), Parcel ID Number 41-17-24-177-016.

Plummer’s Waste Group (“Plummer’s”) currently leases space in Gaines Township for offices and a truck garage. Plummer’s lease ends in November 2022. The Inca Group (the “Developer”), a landholding company owned by Plummer family members, purchased the Property on June 28, 2021. The Inca Group and Plummer’s Waste Group will make a long-term investment in Wyoming by constructing a new building at the Property and relocating its staff from the leased space to the City of Wyoming. Plummer’s proposes to redevelop the Property with an 11,000-square foot building for use as an office and truck garage. The Property was chosen for its proximity to Plummer’s treatment facility at 5001 Clyde Park Avenue and its excellent highway exposure.

Plummer’s has a long history in the City of Wyoming. Four generations of the Plummer family have owned and operated the business, paid taxes, and contributed to economic vitality in Wyoming for 75 years, even longer than Wyoming has been a city. The Plummer family currently employs 50 people at an existing facility in Wyoming. The proposed project will relocate 22 additional jobs from Gaines Township to the City of Wyoming.

The Wyoming City Council established the City of Wyoming Brownfield Redevelopment Authority (“WBRA”) in 1997 pursuant to the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended (“Act 381”). The WBRA was established to facilitate redevelopment of properties that may be contaminated, blighted, functionally obsolete, historic, and/or owned by the county or State of Michigan as a result of foreclosure or tax reversion.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The vacant, contaminated 1.1-acre Property will be developed by the Inca Group for Plummer’s with a new 11,000-square foot building with office space and a truck garage, paved parking, a six-foot security fence, a mechanical gate, and landscaping (as required by the zoning ordinance). Approximately 2,000 tons of contaminated soil must be removed and properly disposed to facilitate redevelopment. Remaining contaminated soils will be capped with parking, building, or clean topsoil and/or landscaping (exposure barriers). Please see the attached preliminary site plan which has been approved by the City of Wyoming.

The total anticipated investment for this development is \$1.5 million, excluding eligible brownfield costs. Property maps and the Property’s legal description are found in Figures 1 and 2. Plummer’s will relocate 22 jobs from Gaines Township to the City of Wyoming as a result of the project.

1.2 Eligible Property Information

1.2.1 Property Eligibility- Location/Legal Description

To qualify for WBRA support and brownfield incentives, property must be an “eligible property” as defined by Act 381. This includes property that is or was used for commercial, industrial, public, or residential purposes, and:

- The property meets the definition of a “facility” under Part 201 or “site” pursuant to Part 213 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), *OR*
- The property meets the definition of functionally obsolete, blighted, or a historic resource under Act 381 *OR*
- The property is owned by or under control of the county or state land bank authority *OR*
- The property is adjacent or contiguous to a site, facility, functionally obsolete, blighted, historic, or land bank authority-owned property and its inclusion in the brownfield plan will increase the property’s captured taxable value.

Previous environmental investigations were conducted on the Site between 2014 and 2021. During this time multiple soil and groundwater samples were collected across the Site. The 2014 to 2021 investigations have identified the presence of 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, 2-methylnaphthalene, ethylbenzene, naphthalene, xylene(s), arsenic, cadmium, chromium, copper, lead, and zinc in soil above the Generic Residential Cleanup Criteria (GRCC) established by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) pursuant to Part 201 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Part 201). **Therefore, the Property is a “facility” under Part 201, which makes it eligible for brownfield incentives.**

Refer to Figures 3 and 4 for the sample exceedance maps from 2014 to 2021 and environmental data tables related to the soil contamination are provided in Tables 3a, 3b, 3c and 3d.

Address: 3933 Clay Avenue NW
Wyoming, Michigan 49548

Parcel ID: 41-17-24-177-016

Legal Description: THAT PART OF N 1011.45 FT OF W 1/2 SE 1/4 NW 1/4 LYING S OF BELSTRA PLAT NO.1 & ELY OF ELY LINE OF US131 EXPRESSWAY /200 FT WIDE/ & W OF W LINE OF CLAY AVE /66 FT WIDE/ EX N 382 FT * SEC 24 T6N R12W 1.12 A. SPLIT/COMBINED ON 10/05/2018 FROM 41-17-24-177-007, 41-17-24-177-010;

A Property Location Map is attached to this Work Plan as Figure 1 and an Eligible Property Map is attached as Figure 2.

1.2.2 Current Ownership

Address	Parcel ID	Owner
3933 Clay Avenue NW	41-17-24-177-016	The Inca Group LLC

The contact for The Inca Group LLC is Ally Plummer, 4750 Clyde Park Avenue SW, MI 49509.

1.2.3 Proposed Future Ownership

Developer will retain ownership of the redevelopment.

1.2.4 Delinquent Taxes, Interest, and Penalties

There are no delinquent taxes, interest, or penalties.

1.2.5 Existing and Proposed Future Zoning

The current zoning for the Property is I-2-Industrial and will remain the same after the completion of the Project.

1.3 Historical Use and Previous Ownership of Each Eligible Property

The Property existed as a vacant lot until it was developed in 1956 as an automobile junkyard with a building on the south side of the Property and salvaged automobiles located north of the building. The Property was occupied by Earl Jourden Auto Parts between 1956 and 2014. Operations included warehouse storage of auto parts, salvaged automobiles, and office spaces. The building was demolished in 2017, and the Property has been a vacant lot since.

Photographs of the Property are attached as Figure 6.

1.4 Current Use of Each Eligible Property

The eligible property is currently vacant.

1.5 Site Conditions and Known Environmental Contamination

Marshall Associates completed a Baseline Environmental Assessment (BEA) for the property in October 2014. Cadmium and lead were found in soil at concentrations in excess of EGLE Part 201 GRCC. Soil contamination was identified from the ground surface to 0.5 feet bgs. No groundwater contamination was identified from the 2014 investigation. A map that includes data from the 2014 BEA indicating contamination in excess of GRCC is included as Figure 3.

Fishbeck completed a Phase I, II and BEA for the current owner in 2021. Fishbeck identified concentrations of 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, 2-methylnaphthalene, ethylbenzene, naphthalene, xylene(s), arsenic, cadmium, lead and zinc in soil above GRCC. A map

from the 2021 BEA indicating contamination in excess of GRCC is included as Figure 3. Fishbeck identified heavy metal impacted soils across the Site from ground surface to 0.5 feet bgs across most of the Site and at greater depths in the area of VOC impacted soil. VOC impacted soils were identified in an approximately 6,000 square foot area to the northwest of the entrance drive (in the location of the former building and former hazardous substance staging area) at depths from ground surface to 3.0 feet bgs.

Most soil contamination at the Site is related to the former use of the Property as an automotive scrap/salvage yard for almost 60 years. No evidence of groundwater contamination has been identified at the Site from the previous investigations dating back to 2014. Known heavy metal soil impacts are widespread across the Property in the upper 0.5 feet of soil and at greater depths in the location of VOC contaminated soil. The upper 0.5 feet of soil across the Site also contains remnants of the former salvage operations including but not limited to small metal pieces, automotive glass, automotive parts, wires and cables and general refuse. VOC impacted soils are limited to an area of impact in the former location of the building and salvage operations. It is likely in this area that vehicles initially staged and were drained of liquids (before staining in the salvage yard). Petroleum products likely leaked in the underlying soils in area.

1.6 Functionally Obsolete, Blighted, and / or Historic Conditions

The Property is a “facility,” as described above and it is not functionally obsolete, blighted or a historic resource.

1.7 Information Required by Section 15(12) of the Statute

Not applicable.

2.0 SCOPE OF WORK AND COSTS

The Developer seeks reimbursement from available local and state tax increment revenues (TIR) for eligible activities at the Property including environmental due diligence and due care, Plan preparation, and the WBRA’s administration fee. The table below provides an eligible activity cost summary.

2.1 Department Specific Activities

The Developer proposes to use local and state school TIR from the project to reimburse the cost of certain eligible activities. Eligible activities included in this Plan as defined in Act 381 consist of the following:

1. Activities Exempt from EGLE Approval

A Phase I ESA, Phase II ESA and BEA were completed for the Site owner prior to acquisition of the Site in 2021. The cost for the Phase I and II ESAs and BEA is

\$10,450.

Due to concerns expressed by both Fishbeck and EGLE staff, additional due care investigation will be conducted to determine the full extent of VOC at the Property and ascertain boundaries for the soil excavation proposed below. The soil sampling will consist of vertical sampling within the proposed area of petroleum VOC impacted soil to ensure that a total depth of 3.0 is sufficient to eliminate the volatilization to indoor air exposure pathway. Refer to Figure 4 for the proposed sampling locations, depths, and analytes. Fishbeck will utilize this information to inform the Developer and construction contractor of the depth of excavation required in the petroleum VOC impacted area. The cost to conduct the additional due care investigation is \$8,000.

Following the investigation, a due care plan will be developed to ensure contaminated soil is appropriately managed during and after site development. The due care plan cost is \$1,800.

Environmental due diligence is an eligible and exempt from EGLE approval brownfield expense under Act 381.

2. Due Care Activities

A. Contaminated Soil Transport and Disposal

Due to the level of documented contamination, soil removed from the Property must be disposed of at a Type II landfill. Material to be removed from the Site and disposed of is constituted predominantly of contaminated soil, with minimal small pieces of solid waste. Contaminated soil and surface solid waste (various small pieces of car parts, small metal pieces, broken glass, and other remnants of the former salvage yard, a few inches in size or less) are intermingled within the building footprint and parking area and will be transported and disposed of at a Type II landfill to facilitate safe site reuse. Because the contaminated soil is mixed with small sized solid waste material, separation of solid waste and soil is not feasible and, therefore, the soil/waste transport and disposal cost is all inclusive.

A majority of the contaminated soils across the Site consist of heavy metals which along with the intermingled small pieces of solid waste are not suitable for the construction of the parking area for rehabilitation of the Site. In this area of heavy metal impacted soils (refer to Figure 5 for the location of the heavy metal impacted soils), the contamination and solid waste was identified within the upper 0.5 feet of impacted soils. Although excavation of the contaminated soil is not an eligible activity, costs to transport and dispose of the contaminated soil at a Type II landfill are eligible for reimbursement with TIR. Based on the size and depths of the heavy metal contaminated areas across the Site (refer to Figure 5-Proposed Soil Excavation Map), approximately 667 cubic yards (1,000 tons) of heavy metal impacted soils will be transported to a Type II Landfill for disposal. The landfill disposal fees are estimated at \$25/ton and the

loading/trucking costs are estimated at \$22/ton. Total estimated landfill trucking and disposal costs are \$47,000 for the heavy metal contaminated soils. Compacted and placed clean sand backfill to replace contaminated soil is estimated at \$13/ton. Total cost for clean backfill in this area will be \$13,000.

Soil contaminated with VOCs pose a volatilization to indoor air risk to the proposed Plummer's building within the interior of the Site. Removing the contaminated soil will eliminate this risk and is expected to cost less than an engineered control to mitigate hazardous vapors (e.g., vapor barrier with active venting system). Therefore, soil contaminated with VOCs will be excavated, transported to an appropriate landfill, and disposed of rather than incurring the expense of a vapor intrusion mitigation system.

Although additional investigation will be needed to fully delineate the area (refer to Section 2A), through a review of the soil/groundwater analytical results and the soil boring logs in this area, it appears the petroleum VOC impacted is limited to the upper 3.0 feet of soil in this area. Excavation of the contaminated soil is not an eligible activity; however, the costs to transport and dispose of the contaminated soil at a Type II landfill are eligible for reimbursement with TIR. Based on the size and depth of the petroleum VOCs contaminated areas across the Site (refer to Figure 5-Proposed Soil Excavation Map), approximately 667 cubic yards (1,000 tons) of petroleum VOC impacted soils will be transported to a Type II Landfill for disposal. The landfill disposal fees are estimated at \$25/ton and the loading/trucking costs are estimated at \$22/ton. Total estimated landfill trucking and disposal costs are \$47,000. Compacted and placed clean sand backfill to replace contaminated soil is estimated at \$13/ton. Total cost for clean backfill in this area will be \$13,000.

Soil contaminated with heavy metals at depths greater than 0.5 feet will be excavated and disposed of along with VOC contaminated soil in the same area.

These activities (trucking and disposal of heavy metal and petroleum VOC impacted soils) will be conducted under the oversight of an environmental professional. Oversight activities including but not limited to obtaining landfill approval for disposal of contaminated soil, scheduling, subcontractor oversight, activity oversight, confirmation sampling pursuant to EGLE guidelines, and final reporting are \$20,000.

This extra cost is directly related to the contaminated condition of the Property and would not be incurred at a greenfield property. As a result, they are eligible brownfield expenses under Act 381.

B. Contingency

A 15% contingency is included to cover unexpected cost overruns encountered during completion of the environmental activities. The contingency is \$21,000.

3. Preparation and Development of a Combined Brownfield Plan

Reasonable costs associated with the preparation and development of the Combined Brownfield Plan. The estimated cost is \$7,500.

2.2 MSF Eligible Activities

Not applicable.

2.3 Local Only Eligible Activities

No local only eligible activities are anticipated for this Project.

2.4 Eligible Activities Costs and Schedule

Plummer's plans to begin construction in Spring 2022, complete construction in Summer 2022, and relocate into the new space by Fall 2022.

Eligible Activities Costs and Schedule		
EGLE Eligible Activities	Cost	Completion Season/Year
Department-Specific Activities Exempt from EGLE Approval Subtotal	\$20,250	
-2021 Phase I ESA	\$1,950	Spring/summer 2021
-2021 Phase II ESA	\$7,000	Spring/summer 2021
-2021 BEA	\$1,500	Spring/summer 2021
-Additional Due Care Investigation Sampling	\$8,000	Winter 2022
-Due Care Plan Preparation	\$1,800	Summer 2022
Due Care Activities Subtotal	\$140,000	
Contaminated Soil Load/Transport Approx. 2,000 tons @ \$22/ton*	\$44,000	Spring 2022
Contaminated Soil Landfill Disposal Approx. 2,000 tons @ \$25*	\$50,000	Spring 2022
Clean backfill Replacement Equivalent Approx. 2,000 tons @ \$13/ton*	\$26,000	Spring 2022
Contractor oversight, disposal documentation, and confirmation soil sampling*	\$20,000	Winter/spring 2022

Eligible Activities Sub-Total	\$160,250	
WBRA Administration	\$5,000	Duration of brownfield plan
Contingency (15%)	\$21,000	
Combined Brownfield Workplan Preparation	\$7,500	
Eligible Activities Total Costs	\$193,750	

***Indicates eligible activities for contingency calculation**

3.0 TAX INCREMENT REVENUE ANALYSIS

3.1 Captured Taxable Value and Tax Increment Revenues Estimate

For the purposes of this Plan, the initial taxable value is the value of the eligible Property in 2022 (estimated as the 2022 tax assessment has not been completed). The estimated taxable value of the eligible Property for 2022 is \$41,323 (same as 2021 as no development occurred last year). The taxable value is expected to increase to \$420,000 in 2023, after completion of the development. This Plan assumes a 1.5% annual increase in the taxable value of the eligible property after full buildout. Initial capture is anticipated to begin in 2023.

The estimated captured taxable value for the redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 1: Tax Increment Revenue Capture). Actual taxable values and TIR may vary year to year based on economic and market conditions, tax incentives, building additions, and property improvements, among other factors.

A summary of the estimated reimbursement schedule by year and in aggregate is presented as Table 2: Tax Increment Revenue Reimbursement Allocation.

3.2 Combined Plan Financing Method

The Developer is expected to pay \$188,750 for the cost of the eligible activities. The municipality will not be asked to make any advances to help finance the project.

3.3 Note or Bonded Indebtedness

Bonds will not be issued for this project.

3.4 Tax Increment Revenues Capture Period

Total plan duration is anticipated to be 11 years. The Plan will begin capture in 2023 and shall be in effect until sufficient tax increment revenues have been captured to reimburse the cost of the eligible activities.

3.5 Impact of Tax Increment Financing

Local taxing jurisdictions will receive revenues based on the current taxable value until the Developer has been reimbursed for eligible activities. The Godwin debt millage of 5.12 mills is not eligible for capture and payments based on the increased property value will begin immediately. Other taxing jurisdictions will see substantially increased tax revenues after TIR collection for eligible activities is finished.

3.6 Local Brownfield Revolving Fund Proposed Use

Not applicable.

4.0 RELOCATION

Plummer's Waste Group's staff of 22 will be relocated from the leased space in Gaines Township to the new space on Clay Avenue in the City of Wyoming, increasing Plummer's Wyoming-based employees from 50 to 72.

4.1 Current Residents and Displacement

No residents or families will be displaced because of the Project.

4.2 Displaced Persons Relocation Plan

Not applicable.

4.3 Relocation Costs Provisions

Not applicable.

4.4 Compliance with Michigan's Relocation Assistance Law

Not applicable.

5.0 OTHER INFORMATION THE AUTHORITY OR GOVERNING BODY

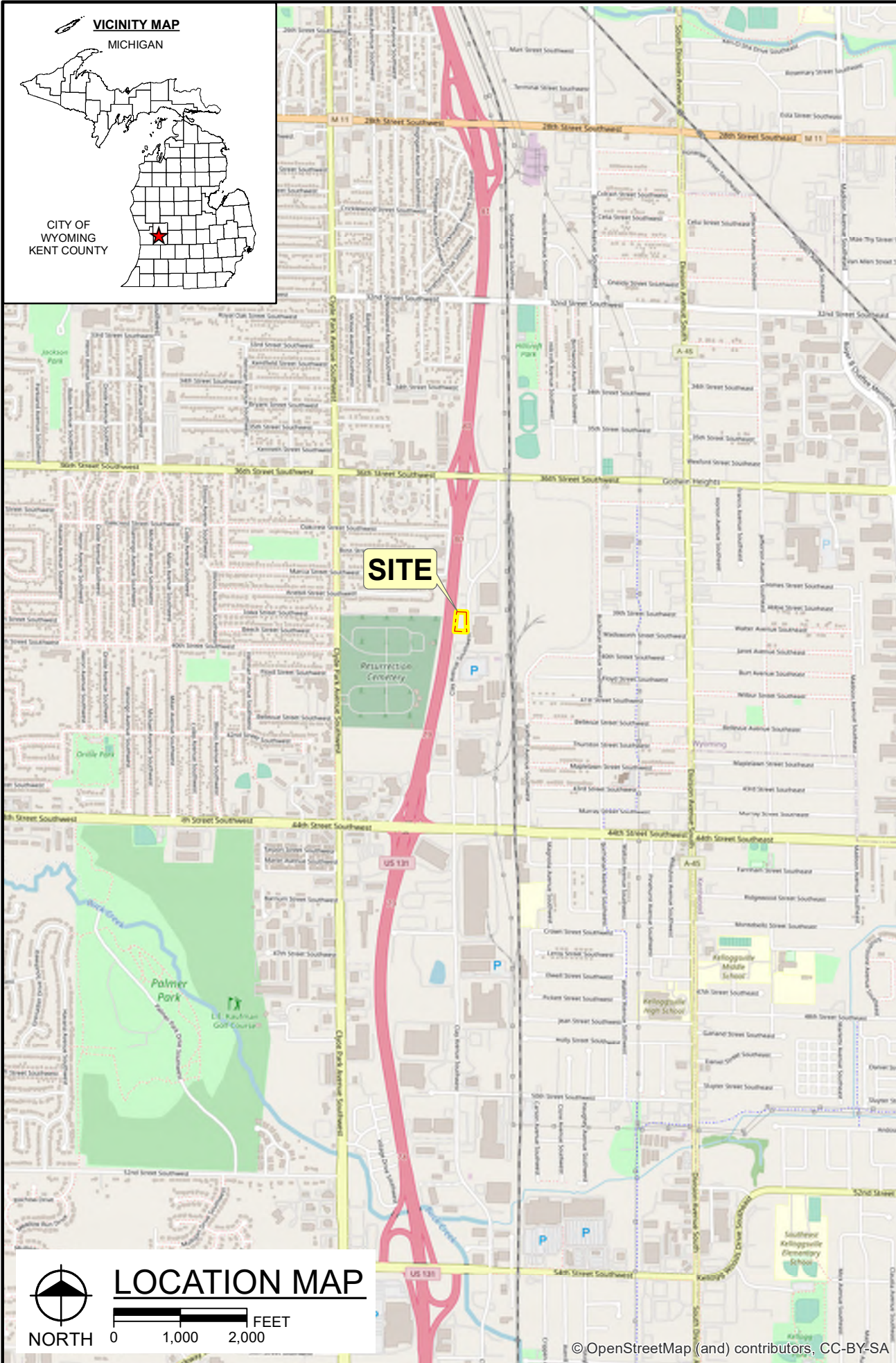
The Property has been vacant and an eyesore along a very visible corridor for at least 20 years. Brownfield conditions have long inhibited Property reuse. Without the proposed investment by Plummer's into cleanup and redevelopment, the Property is likely to remain vacant indefinitely. Construction of the company's new facility at 3933 Clay Avenue represents Plummer's ongoing support for and long-term investment in the City of Wyoming. Once Plummer's proposed eligible

costs are reimbursed, the City will realize a substantial increase in annual tax revenues from redevelopment of a site that has not generated any economic activity for 20 years.

Developer investment will retain a fourth-generation family business and 50 jobs, add 22 new jobs in the City of Wyoming, and increase Wyoming's tax base, resulting in economic benefit to the community.

Figure 1

Scaled Property Location Map

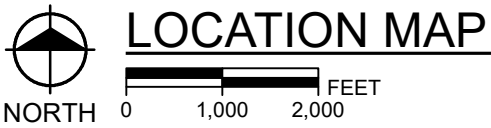


Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

Plummer's Waste Group
3933 Clay Ave, Wyoming, Kent County, MI
Baseline Environmental Assessment

PROJECT NO.
210643

FIGURE NO.
1




© OpenStreetMap (and) contributors, CC-BY-SA

Figure 2

Eligible Property Map



LEGEND
 Property Boundary

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

Plummer's Waste Group
 3933 Clay Ave, Wyoming, Kent County, MI
Baseline Environmental Assessment

PROJECT NO.
 210643

FIGURE NO.
2

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Figure 3

Sample Exceedance Map (2014 & 2021)

SOIL
 124 TMB - 1,2,4-Trimethylbenzene
 135 TMB - 1,3,5-Trimethylbenzene
 2 Me - 2-Methylnaphthalene (VOC)
 Ethb - Ethylbenzene
 Naph - Naphthalene
 Xyle - Xylenes
 2 Met - 2-Methylnaphthalene (PNA)
 Napht - Naphthalene (PNA)
 As - Arsenic
 Cd - Cadmium
 Cr - Chromium (total)
 Cu - Copper
 Pb - Lead
 Zn - Zinc

Results expressed in µg/Kg dry weight.

LEGEND

- Soil Borings
- ▭ Property Boundary

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

Plummer's Waste Group
 3933 Clay Ave, Wyoming, Kent County, MI
Baseline Environmental Assessment

PLOT INFO: Z:\2021\1210643\CAD\GIS\mapdoc\Site Map Showing Part 201 Exceedances.mxd Date: 1/17/2022 5:35:37 PM User: laurenc



B-2 (0.5')
10/22/14

Pb	450,000
----	---------

SB-03 (0.5-2.5')
06/09/21

124 TMB	640,000
135 TMB	360,000
2-Me	310,000
Ethb	950
Naph	3,000
Xyle	10,000
2-Met	4,600
Napht	1,800

SB-05 (0.5-2.5')
06/09/21

124 TMB	890
2-Me	610,000
Naph	780
Xyle	870

SB-04 (1-3')
06/09/21

124 TMB	910,000
135 TMB	400,000
2-Me	610,000
Ethb	970
Naph	300,000
Xyle	9,100
2-Met	4,600
Napht	2,800
As	18,000
Cd	4,800
Pb	540,000
Zn	300,000

B-5 (0.5')
10/22/14

Pb	720,000
Cd	8,200

SITE MAP
SHOWING PART 201
EXCEEDANCES

NORTH

0 50 100 FEET

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

PROJECT NO.
210643

FIGURE NO.
3



Figure 4

Proposed Due Care Petroleum VOC Sampling Plan



SOIL
 124 TMB - 1,2,4-Trimethylbenzene
 135 TMB - 1,3,5-Trimethylbenzene
 2 Me - 2-Methylnaphthalene (VOC)
 Ethb - Ethylbenzene
 Naph - Naphthalene
 Xyle - Xylenes
 2 Met - 2-Methylnaphthalene (PNA)
 Napht - Naphthalene (PNA)
 As - Arsenic
 Cd - Cadmium
 Cr - Chromium (total)
 Cu - Copper
 Pb - Lead
 Zn - Zinc

Results expressed in µg/Kg dry weight.

LEGEND

-  Soil Borings
-  Property Boundary

LEGEND

-  Petroleum VOC Area
-  Proposed Delineation Soil Sample Location

*All delineation samples will be collected at depth intervals of 0'-1', 1'-2', and 2'-3' and 3'-4' and analyzed for US EPA Method 8260 VOCs.

SB-05 (0.5-2.5')	
06/09/21	
124 TMB	890
2-Me	610,000
Naph	780
Xyle	870


B-5 (0.5')	
10/22/14	
Pb	720,000
Cd	8,200

B-2 (0.5')	
10/22/14	
Pb	450,000

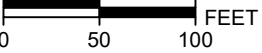
SB-03 (0.5-2.5')	
06/09/21	
124 TMB	640,000
135 TMB	360,000
2-Me	310,000
Ethb	950
Naph	3,000
Xyle	10,000
2-Met	4,600
Napht	1,800

SB-04 (1-3')	
06/09/21	
124 TMB	910,000
135 TMB	400,000
2-Me	610,000
Ethb	970
Naph	300,000
Xyle	9,100
2-Met	4,600
Napht	2,800
As	18,000
Cd	4,800
Pb	540,000
Zn	300,000

PROPOSED SOIL SAMPLING LOCATION MAP



NORTH



0 50 100 FEET

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community



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Plummer's Waste Group
 3933 Clay Ave, Wyoming, Kent County, MI

Brownfield Plan

PROJECT NO.
210643



FIGURE NO.
4



Figure 5

Soil Excavation Map

SOIL
 124 TMB - 1,2,4-Trimethylbenzene
 135 TMB - 1,3,5-Trimethylbenzene
 2 Me - 2-Methylnaphthalene (VOC)
 Ethb - Ethylbenzene
 Naph - Naphthalene
 Xyle - Xylenes
 2 Met - 2-Methylnaphthalene (PNA)
 Napht - Naphthalene (PNA)
 As - Arsenic
 Cd - Cadmium
 Cr - Chromium (total)
 Cu - Copper
 Pb - Lead
 Zn - Zinc

Results expressed in µg/Kg dry weight.

LEGEND
 Soil Borings
 Property Boundary

LEGEND
 0-3' Excavation
 0-0.5' Excavation

SB-05 (0.5-2.5')
06/09/21

124 TMB	890
2-Me	610,000
Naph	780
Xyle	870

B-5 (0.5')
10/22/14

Pb	720,000
Cd	8,200

B-2 (0.5')
10/22/14

Pb	450,000
----	---------

SB-03 (0.5-2.5')
06/09/21


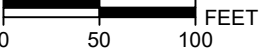
124 TMB	640,000
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2-Me	310,000
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SB-04 (1-3')
06/09/21

124 TMB	910,000
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Naph	300,000
Xyle	9,100
2-Met	4,600
Napht	2,800
As	18,000
Cd	4,800
Pb	540,000
Zn	300,000

Location	Depth Excavated	Area (square feet)	Volume (cubic feet)	Volume (cubic yards)	Volume (tons)	Loading/Transport Costs	Landfill Disposal Cost
			Area multiplied by depth	27 cubic feet/cubic yard	1.5 Cubic yards/ton		
Interior (VOC impacted soil)	0-3 feet	6,000	18,000	667	1,000	\$ 22,000	\$ 25,000
Remainder of the Site	0-0.5 feet	36,000	18,000	667	1,000	\$ 22,000	\$ 25,000
Total		42,000	36,000	1,333	2,000	44,000	50,000

**SOIL EXCAVATION
 MAP W/
 EXCEEDANCES**

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community



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Plummer's Waste Group
 3933 Clay Ave, Wyoming, Kent County, MI

Brownfield Plan

PROJECT NO.
210643

FIGURE NO.
5

Figure 6

Site Photographs

FIGURE 6- COLOR SITE PHOTOGRAPHS



Photolog

Plummers Waste Group, 3933 Clay Ave SW, Wyoming, Michigan

Project No. 210643

Date of Site Visit: May 13, 2021



Southern portion of the Site



Interior of the Site



Glass, car parts and debris within surface soils



Petroleum stained soils



Southern adjoining property



Glass, car parts and debris within surface soils

Figure 7

Redevelopment Project Rendering

FIGURE 8- REDEVELOPMENT PROJECT RENDERING



3933 Clay Ave SW

Figure 8

Engineering Site Plan

Table 1

Tax Increment Revenue Capture

Table 1 - Estimate of Total Incremental Taxes Available for Capture
 3393 Clay Avenue, Wyoming, Kent County, Michigan

Estimated Taxable Value (TV) Increase Rate: 1.5%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	TOTAL	
Calendar Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032		
Base Taxable Value	\$ 41,232	\$ 41,232	\$ 41,232	\$ 41,232	\$ 41,232	\$ 41,232	\$ 41,232	\$ 41,232	\$ 41,232	\$ 41,232	\$ 41,232	\$ -	
Estimated New TV	\$ 41,232	\$ 420,000	\$ 426,300	\$ 432,695	\$ 439,185	\$ 445,773	\$ 452,459	\$ 459,246	\$ 466,135	\$ 470,796	\$ 475,504	\$ -	
Incremental Difference (New TV - Base TV) ¹	\$ -	\$ 378,768	\$ 385,068	\$ 391,463	\$ 397,953	\$ 404,541	\$ 411,227	\$ 418,014	\$ 424,903	\$ 429,564	\$ 434,272	\$ -	
School Capture													
Millage Rate													
State Education Tax (SET)	6.00000	\$ -	\$ 2,273	\$ 2,310	\$ 2,349	\$ 2,388	\$ 2,427	\$ 2,467	\$ 2,508	\$ 2,549	\$ 2,577	\$ 2,606	\$ 24,455
School Operating Tax	18.00000	\$ -	\$ 6,818	\$ 6,931	\$ 7,046	\$ 7,163	\$ 7,282	\$ 7,402	\$ 7,524	\$ 7,648	\$ 7,732	\$ 7,817	\$ 73,364
School Total	24.00000	\$ -	\$ 9,090	\$ 9,242	\$ 9,395	\$ 9,551	\$ 9,709	\$ 9,869	\$ 10,032	\$ 10,198	\$ 10,310	\$ 10,423	\$ 97,819
Local Capture													
Millage Rate													
County Veterans	0.04820	\$ -	\$ 18	\$ 19	\$ 19	\$ 19	\$ 19	\$ 20	\$ 20	\$ 20	\$ 21	\$ 21	\$ 196
County Senior	0.48420	\$ -	\$ 183	\$ 186	\$ 190	\$ 193	\$ 196	\$ 199	\$ 202	\$ 206	\$ 208	\$ 210	\$ 1,973
County Jail	0.76450	\$ -	\$ 290	\$ 294	\$ 299	\$ 304	\$ 309	\$ 314	\$ 320	\$ 325	\$ 328	\$ 332	\$ 3,116
County Zoo/Museum	0.42610	\$ -	\$ 161	\$ 164	\$ 167	\$ 170	\$ 172	\$ 175	\$ 178	\$ 181	\$ 183	\$ 185	\$ 1,737
County Child Development	0.24410	\$ -	\$ 92	\$ 94	\$ 96	\$ 97	\$ 99	\$ 100	\$ 102	\$ 104	\$ 105	\$ 106	\$ 995
District Library	1.24840	\$ -	\$ 473	\$ 481	\$ 489	\$ 497	\$ 505	\$ 513	\$ 522	\$ 530	\$ 536	\$ 542	\$ 5,088
City Operating	4.79450	\$ -	\$ 1,816	\$ 1,846	\$ 1,877	\$ 1,908	\$ 1,940	\$ 1,972	\$ 2,004	\$ 2,037	\$ 2,060	\$ 2,082	\$ 19,541
Library Operating	0.36170	\$ -	\$ 137	\$ 139	\$ 142	\$ 144	\$ 146	\$ 149	\$ 151	\$ 154	\$ 155	\$ 157	\$ 1,474
Sewer/Sidewalk Improvement	1.49600	\$ -	\$ 567	\$ 576	\$ 586	\$ 595	\$ 605	\$ 615	\$ 625	\$ 636	\$ 643	\$ 650	\$ 6,097
Sidewalk/Snow	0.19570	\$ -	\$ 74	\$ 75	\$ 77	\$ 78	\$ 79	\$ 80	\$ 82	\$ 83	\$ 84	\$ 85	\$ 798
Parks & Recreation	1.46680	\$ -	\$ 556	\$ 565	\$ 574	\$ 584	\$ 593	\$ 603	\$ 613	\$ 623	\$ 630	\$ 637	\$ 5,978
Fire Department Operation	0.73320	\$ -	\$ 278	\$ 282	\$ 287	\$ 292	\$ 297	\$ 302	\$ 306	\$ 312	\$ 315	\$ 318	\$ 2,988
Police Operating	1.22230	\$ -	\$ 463	\$ 471	\$ 478	\$ 486	\$ 494	\$ 503	\$ 511	\$ 519	\$ 525	\$ 531	\$ 4,982
Yard Waste	0.40000	\$ -	\$ 152	\$ 154	\$ 157	\$ 159	\$ 162	\$ 164	\$ 167	\$ 170	\$ 172	\$ 174	\$ 1,630
Public Safety	1.22450	\$ -	\$ 464	\$ 472	\$ 479	\$ 487	\$ 495	\$ 504	\$ 512	\$ 520	\$ 526	\$ 532	\$ 4,991
Kent ISD	5.51570	\$ -	\$ 2,089	\$ 2,124	\$ 2,159	\$ 2,195	\$ 2,231	\$ 2,268	\$ 2,306	\$ 2,344	\$ 2,369	\$ 2,395	\$ 22,481
Grand Rapids Community College	1.73070	\$ -	\$ 656	\$ 666	\$ 678	\$ 689	\$ 700	\$ 712	\$ 723	\$ 735	\$ 743	\$ 752	\$ 7,054
Interurban Transportation	1.43080	\$ -	\$ 542	\$ 551	\$ 560	\$ 569	\$ 579	\$ 588	\$ 598	\$ 608	\$ 615	\$ 621	\$ 5,832
Kent County Operating	4.18500	\$ -	\$ 1,585	\$ 1,612	\$ 1,638	\$ 1,665	\$ 1,693	\$ 1,721	\$ 1,749	\$ 1,778	\$ 1,798	\$ 1,817	\$ 17,057
Local Total	27.9724	\$ -	\$ 10,595	\$ 10,771	\$ 10,950	\$ 11,132	\$ 11,316	\$ 11,503	\$ 11,693	\$ 11,886	\$ 12,016	\$ 12,148	\$ 114,009
Non-Capturable Millages													
Millage Rate													
Godwin Debt	5.12000	\$ -	\$ 1,939	\$ 1,972	\$ 2,004	\$ 2,038	\$ 2,071	\$ 2,105	\$ 2,140	\$ 2,176	\$ 2,199	\$ 2,223	\$ 20,868
Total Non-Capturable Taxes	5.1200	\$ -	\$ 1,939	\$ 1,972	\$ 2,004	\$ 2,038	\$ 2,071	\$ 2,105	\$ 2,140	\$ 2,176	\$ 2,199	\$ 2,223	\$ 20,868
Assumes 1% annual increase for inflation													
Total Tax Increment Revenue (TIR) Available for Capture		\$ -	\$ 19,685	\$ 20,013	\$ 20,345	\$ 20,683	\$ 21,025	\$ 21,372	\$ 21,725	\$ 22,083	\$ 22,325	\$ 22,570	\$ 211,828

Notes-

For the purpose of Table 2 the new taxable value is estimated based on 35% of a total overall investment of \$1,200,000

Table 2
Tax Increment Revenue Reimbursement Allocation

**Table 2 - Estimate of Total Incremental Taxes Available for Reimbursement
3393 Clay Avenue, Wyoming, Kent County, Michigan**

Proportionality	Developer Maximum Reimbursement	School & Local Taxes
44.5%	State	\$ 83,930
55.5%	Local	104,820
	TOTAL	\$ 188,750
	EGLE	\$ 188,750
	MSF	N/A

Estimated Years of Capture: 10 years (11 total years including plan approval year)

Estimated Developer Capture	\$	188,750
BRA Administrative Fee	\$	5,000
State Brownfield Redevelopment Fund	\$	12,227
Local Brownfield Revolving Fund	\$	-

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	TOTAL
Total State Tax Increment Revenue	\$ -	\$ 9,090	\$ 9,242	\$ 9,395	\$ 9,551	\$ 9,709	\$ 9,869	\$ 10,032	\$ 10,198	\$ 10,310	\$ 10,423	\$ 97,819
State Brownfield Redevelopment Fund (50% of SET)	\$ -	\$ 1,136	\$ 1,155	\$ 1,174	\$ 1,194	\$ 1,214	\$ 1,234	\$ 1,254	\$ 1,275	\$ 1,289	\$ 1,303	\$ 12,227
State TIR Available for Reimbursement	\$ -	\$ 7,954	\$ 8,086	\$ 8,221	\$ 8,357	\$ 8,495	\$ 8,636	\$ 8,778	\$ 8,923	\$ 9,021	\$ 9,120	\$ 85,591
Total Local Incremental Revenue	\$ -	\$ 10,595	\$ 10,771	\$ 10,950	\$ 11,132	\$ 11,316	\$ 11,503	\$ 11,693	\$ 11,886	\$ 12,016	\$ 12,148	\$ 114,009
BRA Administrative Fee	\$ -	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 5,000
Local TIR Available for Reimbursement	\$ -	\$ 10,095	\$ 10,271	\$ 10,450	\$ 10,632	\$ 10,816	\$ 11,003	\$ 11,193	\$ 11,386	\$ 11,516	\$ 11,648	\$ 109,009
Total State & Local TIR Available	\$ -	\$ 18,049	\$ 18,358	\$ 18,671	\$ 18,989	\$ 19,311	\$ 19,639	\$ 19,971	\$ 20,309	\$ 20,537	\$ 20,767	\$ 194,600
DEVELOPER												
	Beginning Balance											
Developer Reimbursement Balance	\$ 188,750	\$ 188,750	\$ 170,701	\$ 152,344	\$ 133,673	\$ 114,684	\$ 95,373	\$ 75,734	\$ 55,763	\$ 35,455	\$ 14,918	
<hr/>												
EGLE Environmental Costs	\$ 188,750	\$ 188,750	\$ 170,701	\$ 152,344	\$ 133,673	\$ 114,684	\$ 95,373	\$ 75,734	\$ 55,763	\$ 35,455	\$ 14,918	
State Tax Reimbursement	\$ 83,930	\$ -	\$ 7,954	\$ 8,086	\$ 8,221	\$ 8,357	\$ 8,495	\$ 8,636	\$ 8,778	\$ 8,923	\$ 9,021	\$ 7,459
Local Tax Reimbursement	\$ 104,820	\$ -	\$ 10,095	\$ 10,271	\$ 10,450	\$ 10,632	\$ 10,816	\$ 11,003	\$ 11,193	\$ 11,386	\$ 11,516	\$ 7,459
Total EGLE Reimbursement Balance	\$ -	\$ -	\$ 170,701	\$ 152,344	\$ 133,673	\$ 114,684	\$ 95,373	\$ 75,734	\$ 55,763	\$ 35,455	\$ 14,918	\$ -
Total Annual Developer Reimbursement	\$ 188,750	\$ -	\$ 18,049	\$ 18,357	\$ 18,671	\$ 18,989	\$ 19,311	\$ 19,639	\$ 19,971	\$ 20,309	\$ 20,537	\$ 14,918

Table 3a, 3b, 3c & 3d
Environmental Data

Table 3a - Groundwater Data Summary (2021)

Phase I Environmental Assessment

Plummer's Waste Group, 3933 Clay Avenue SW, Wyoming, Michigan

June 2021

Monitoring Location: Laboratory ID: Collection Date:		TMW-01 21061080-01 06/09/21	TMW-03 21061080-03 06/09/21	TMW-09 21061080-02 06/09/21	Trip Blank 21061080-04 06/09/21	Residential DWC ⁽¹⁾	GSI Criteria ⁽¹⁾	Residential Groundwater VIAIC ⁽¹⁾	Water Solubility ⁽¹⁾	Flammability and Explosivity SL ⁽¹⁾	Residential GW- Shallow VIAP SL ⁽²⁾	Residential GW-Not in Contact VIAP SL ⁽²⁾
Volatile Organic Compounds	CAS Number											
1,1,1,2-Tetrachloroethane	630-20-6	1 U	1 U	1 U	1 U	77	ID	15,000	1.10E+06	ID	3.1	89.0
1,1,1-Trichloroethane	71-55-6	1 U	1 U	1 U	1 U	200 (A)	89	6.60E+05	1.33E+06	ID	180 (FF*)	17,000 (EE*)
1,1,2,2-Tetrachloroethane	79-34-5	1 U	1 U	1 U	1 U	8.5	78 (X)	12,000	2.97E+06	ID	2.4	71
1,1,2-Trichloro-1,2,2-trifluoroethane	76-13-1	1 U	1 U	1 U	1 U	1.70E+05 (S)	32	1.70E+05 (S)	1.70E+05	ID	840	2,700
1,1,2-Trichloroethane	79-00-5	1 U	1 U	1 U	1 U	5.0 (A)	330 (X)	17,000	4.42E+06	NA	0.47 (M*)	14
1,1-Dichloroethane	75-34-3	1 U	1 U	1 U	1 U	880	740	1.00E+06	5.06E+06	3.80E+05	4.7	130
1,1-Dichloroethene	75-35-4	1 U	1 U	1 U	1 U	7.0 (A)	130	200	2.25E+06	97,000	18	330
1,2,3-Trichloropropane	96-18-4	1 U	1 U	1 U	1 U	42	NA	8,300	1.90E+06	NA	1.9	57.0
1,2,4-Trichlorobenzene	120-82-1	1 U	1 U	1 U	1 U	70 (A)	99 (X)	3.00E+05 (S)	3.00E+05	NA	3.8 (M*)	110
1,2,4-Trimethylbenzene	95-63-6	1 U	1 U	1 U	1 U	63/1,000 (E)	17	56,000 (S)	55,890	56,000 (S)	25 (JT)	670 (JT)
1,2-Dibromo-3-chloropropane (DBCP)	96-12-8	1 U	1 U	1 U	1 U	0.20 (A)	ID	220	1,230	NA	0.00045 (M*,MM)	0.00045 (CC*,M*,MM)
1,2-Dibromoethane (EDB)	106-93-4	1 U	1 U	1 U	1 U	0.050 (A)	5.7 (X)	2,400	4.20E+06	ID	0.13	3.80
1,2-Dichlorobenzene	95-50-1	1 U	1 U	1 U	1 U	600 (A)	13	1.60E+05 (S)	1.56E+05	NA	370	11,000
1,2-Dichloroethane	107-06-2	1 U	1 U	1 U	1 U	5.0 (A)	360 (X)	9,600	8.52E+06	2.50E+06	1.4	41
1,2-Dichloropropane	78-87-5	1 U	1 U	1 U	1 U	5.0 (A)	230 (X)	16,000	2.80E+06	5.50E+05	2.6	74.0
1,3,5-Trimethylbenzene	108-67-8	1 U	1 U	1 U	1 U	72/1,000 (E)	45	61,000 (S)	61,150	ID	18 (JT)	470 (JT)
1,3-Dichlorobenzene	541-73-1	1 U	1 U	1 U	1 U	6.6	28	18,000	1.11E+05	ID	2.6	75
1,3-Dichloropropene, cis-	10061-01-5	1 U	1 U	1 U	1 U	--	--	--	--	--	--	--
1,3-Dichloropropene, trans-	10061-02-6	1 U	1 U	1 U	1 U	--	--	--	--	--	--	--
1,3-Dichloropropene (Total)	542-75-6	2 U	2 U	2 U	2 U	8.5	9.0 (X)	3,900	2.80E+06	1.30E+05	3.3 (J)	95 (J)
1,4-Dichlorobenzene	106-46-7	1 U	1 U	1 U	1 U	75 (A)	17	16,000	73,800	NA	5.9	170
2-Butanone (MEK)	78-93-3	5 U	5 U	5 U	5 U	13,000	2,200	2.40E+08 (S)	2.40E+08	ID	2,600 (DD)	4.30E+06 (DD)
2-Hexanone	591-78-6	5 U	5 U	5 U	5 U	1,000	ID	4.20E+06	1.60E+07	NA	660	20,000
2-Methylnaphthalene	91-57-6	5 U	5 U	5 U	5 U	260	19	25,000 (S)	24,600	ID	66	2,000
4-Methyl-2-pentanone (MIBK)	108-10-1	1 U	1 U	1 U	1 U	1,800	ID	2.00E+07 (S)	2.00E+07	ID	660	20,000
Acetone	67-64-1	10 U	6.4 J	10 U	10 U	730	1,700	1.00E+09 (D,S)	1.00E+09	1.50E+07	50,000 (FF*)	50,000
Acrylonitrile	107-13-1	1 U	1 U	1 U	1 U	2.6	2.0 (M); 1.2	34,000	7.50E+07	6.40E+06	4.6	140
Benzene	71-43-2	1 U	1 U	1 U	1 U	5.0 (A)	200 (X)	5,600	1.75E+06	68,000	1.0	28
Bromochloromethane	74-97-5	1 U	1 U	1 U	1 U	--	--	--	--	--	--	--
Bromodichloromethane	75-27-4	1 U	1 U	1 U	1 U	80 (A,W)	ID	4,800	6.74E+06	ID	1.2	34
Bromoform	75-25-2	1 U	1 U	1 U	1 U	80 (A,W)	ID	4.70E+05	3.10E+06	ID	89	2,700
Bromomethane	74-83-9	1 U	1 U	1 U	1 U	10	5.0 (M); 4.2	4,000	1.45E+07	ID	2.1 (M*)	55
Carbon Disulfide	75-15-0	1 U	1 U	1 U	1 U	800	ID	2.50E+05	1.19E+06	13,000	92	2,100
Carbon Tetrachloride	56-23-5	1 U	1 U	1 U	1 U	5.0 (A)	38 (X)	370	7.93E+05	ID	0.41 (M*)	7.7
Chlorobenzene	108-90-7	1 U	1 U	1 U	1 U	100 (A)	25	2.10E+05	4.72E+05	1.60E+05	33	940
Chloroethane	75-00-3	1 U	1 U	1 U	1 U	430	1,100 (X)	5.70E+06 (S)	5.74E+06	1.10E+05	620	15,000
Chloroform	67-66-3	1 U	1 U	1 U	1 U	80 (A,W)	350	28,000	7.92E+06	ID	0.49 (M*)	14
Chloromethane	74-87-3	1 U	1 U	1 U	1 U	260	ID	8,600	6.34E+06	36,000	15	380
cis-1,2-Dichloroethene	156-59-2	1 U	1 U	1 U	1 U	70 (A)	620	93,000	3.50E+06	5.30E+05	3.4	95.0
Dibromochloromethane	124-48-1	1 U	1 U	1 U	1 U	80 (A,W)	ID	14,000	2.60E+06	ID	0.78 (M*,MM)	23 (MM)
Dibromomethane	74-95-3	1 U	1 U	1 U	1 U	80	NA	ID	1.10E+07	ID	8.8	260
Dichlorodifluoromethane	75-71-8	1 U	1 U	1 U	1 U	1,700	ID	2.20E+05	3.00E+05	ID	13	49
Diethyl Ether	60-29-7	1 U	1 U	1 U	1 U	10/3,700 (E)	ID	6.10E+07 (S)	6.10E+07	6.50E+05	1,200	36,000

Table 3a - Groundwater Data Summary (2021)

Phase I Environmental Assessment

Plummer's Waste Group, 3933 Clay Avenue SW, Wyoming, Michigan

June 2021

Monitoring Location: Laboratory ID: Collection Date:		TMW-01 21061080-01 06/09/21	TMW-03 21061080-03 06/09/21	TMW-09 21061080-02 06/09/21	Trip Blank 21061080-04 06/09/21	Residential DWC ⁽¹⁾	GSI Criteria ⁽¹⁾	Residential Groundwater VIAIC ⁽¹⁾	Water Solubility ⁽¹⁾	Flammability and Explosivity SL ⁽¹⁾	Residential GW- Shallow VIAP SL ⁽²⁾	Residential GW-Not in Contact VIAP SL ⁽²⁾
Ethylbenzene	100-41-4	1 U	1 U	1 U	1 U	74/700 (E)	18	1.10E+05	1.69E+05	43,000	2.8	74
Hexachloroethane	67-72-1	1 U	1 U	1 U	1 U	7.3	6.7 (X)	27,000	50,000	ID	1.5 (M*)	43
Iodomethane	74-88-4	5 U	5 U	5 U	5 U	--	--	--	--	--	--	--
Isopropylbenzene (Cumene)	98-82-8	1 U	1 U	1 U	1 U	800	28	56,000 (S)	56,000	29,000	0.60 (M*)	15
Methyl tert-Butyl Ether (MTBE)	1634-04-4	1 U	1 U	1 U	1 U	40/240 (E)	7,100 (X)	4.70E+07 (S)	4.68E+07	ID	250	7,400
Methylene Chloride	75-09-2	5 U	5 U	5 U	3 J	5.0 (A)	1,500 (X)	2.20E+05	1.70E+07	ID	79 (FF*)	8,400
n-Propylbenzene	103-65-1	1 U	1 U	1 U	1 U	80	ID	ID	NA	ID	43 (DD)	6,100 (DD)
Naphthalene	91-20-3	5 U	5 U	5 U	5 U	520	11	31,000 (S)	31,000	NA	4.2 (M*)	130
Styrene	100-42-5	1 U	1 U	1 U	1 U	100 (A)	80 (X)	1.70E+05	3.10E+05	1.40E+05	33	960
Tetrachloroethene (PCE)	127-18-4	1 U	1 U	1 U	1 U	5.0 (A)	60 (X)	25,000	2.00E+05	ID	1.5 (FF*)	130 (EE*)
Toluene	108-88-3	1 U	1 U	1 U	1 U	790/1,000 (E)	270	5.30E+05 (S)	5.26E+05	61,000	300 (FF*)	41,000
trans-1,2-Dichloroethene	156-60-5	1 U	1 U	1 U	1 U	100 (A)	1,500 (X)	85,000	6.30E+06	2.30E+05	16	390
trans-1,4-Dichloro-2-butene	110-57-6	2 U	2 U	2 U	2 U	--	--	--	--	--	--	--
Trichloroethene (TCE)	79-01-6	1 U	1 U	1 U	1 U	5.0 (A)	200 (X)	2,200	1.10E+06	ID	0.073 (M*,DD)	10 (DD)
Trichlorofluoromethane	75-69-4	1 U	1 U	1 U	1 U	2,600	NA	1.10E+06 (S)	1.10E+06	ID	22	190
Vinyl Acetate	108-05-4	5 U	5 U	5 U	5 U	640	NA	4.10E+06	2.00E+07	1.80E+06	690	21,000
Vinyl Chloride	75-01-4	1 U	1 U	1 U	1 U	2.0 (A)	13 (X)	1,100	2.76E+06	33,000	0.12 (M*,MM)	2.1 (MM)
Xylenes, meta- & para-	179601-23-1	2 U	2 U	2 U	2 U	--	--	--	--	--	--	--
Xylene, ortho-	95-47-6	1 U	1 U	1 U	1 U	--	--	--	--	--	--	--
Xylenes, Total	1330-20-7	3 U	3 U	3 U	3 U	280/10,000 (E)	49	1.90E+05 (S)	1.86E+05	70,000	75 (J)	2,000 (J)
Polynuclear Aromatic Compounds	CAS Number											
2-Methylnaphthalene	91-57-6	5 U	5 U	5 U	--	260	19	25,000 (S)	24,600	ID	66	2,000
Acenaphthene	83-32-9	1 U	1 U	1 U	--	1,300	38	4,200 (S)	4,240	ID	3,900 (S)	3,900 (S)
Acenaphthylene	208-96-8	1 U	1 U	1 U	--	52	ID	3,900 (S)	3,930	ID	65	65 (CC*)
Anthracene	120-12-7	1 U	1 U	1 U	--	43 (S)	ID	43 (S)	43.4	ID	43 (S)	43 (S)
Benzo(a)anthracene	56-55-3	1 U	1 U	1 U	--	2.1	ID	NLV	9.4	ID	9.4 (S,MM)	9.4 (S,MM)
Benzo(a)pyrene	50-32-8	1 U	1 U	1 U	--	5.0 (A)	ID	NLV	1.62	ID	NA	NA
Benzo(b)fluoranthene	205-99-2	1 U	1 U	1 U	--	1.5 (S,AA)	ID	ID	1.5	ID	NA	NA
Benzo(g,h,i)perylene	191-24-2	1 U	1 U	1 U	--	1.0 (M); 0.26 (S)	ID	NLV	0.26	ID	NA	NA
Benzo(k)fluoranthene	207-08-9	1 U	1 U	1 U	--	1.0 (M); 0.80 (S)	NA	NLV	0.80	ID	NA	NA
Chrysene	218-01-9	1 U	1 U	1 U	--	1.6 (S)	ID	ID	1.6	ID	NA	NA
Dibenzo(a,h)anthracene	53-70-3	2 U	2 U	2 U	--	2.0 (M); 0.21	ID	NLV	2.49	ID	NA	NA
Fluoranthene	206-44-0	1 U	1 U	1 U	--	210 (S)	1.6	210 (S)	206	ID	NA	NA
Fluorene	86-73-7	1 U	1 U	1 U	--	880	12	2,000 (S)	1,980	ID	1,700 (S)	1,700 (S)
Indeno(1,2,3-cd)pyrene	193-39-5	2 U	2 U	2 U	--	2.0 (M); 0.022 (S)	ID	NLV	0.022	ID	NA	NA
Naphthalene	91-20-3	1 U	1 U	1 U	--	520	11	31,000 (S)	31,000	NA	4.2 (M*)	130
Phenanthrene	85-01-8	1 U	1 U	1 U	--	52	2.0 (M); 1.7	1,000 (S)	1,000	ID	9.5	290
Pyrene	129-00-0	1 U	1 U	1 U	--	140 (S)	ID	140 (S)	135	ID	140 (S)	140 (S)
Metals, Total	CAS Number											
Arsenic (B)	7440-38-2	0.69 J	0.28 J	0.85 J	--	10 (A)	10	NLV	NA	ID	NA	NA
Barium (B)	7440-39-3	9.1	13	16	--	2,000 (A)	674 (G)	NLV	NA	ID	NA	NA
Cadmium (B)	7440-43-9	1 U	1 U	1 U	--	5.0 (A)	3.0 (G,X)	NLV	NA	ID	NA	NA
Chromium, Total (B,H)	7440-47-3	5 U	1.7 J	2.2 J	--	100 (A)	11	NLV	NA	ID	NA	NA
Copper (B)	7440-50-8	4 U	2.4 J	3.2 J	--	1,000/1,400 (E)	13 (G)	NLV	NA	ID	NA	NA
Lead (B)	7439-92-1	3 U	3 U	1.5 J	--	4.0 (L)	34 (G,X)	NLV	NA	ID	NA	NA

Table 3a - Groundwater Data Summary (2021)

Phase I Environmental Assessment

Plummer's Waste Group, 3933 Clay Avenue SW, Wyoming, Michigan

June 2021

Monitoring Location:		TMW-01	TMW-03	TMW-09	Trip Blank	<i>Residential DWC⁽¹⁾</i>	<i>GSI Criteria⁽¹⁾</i>	<i>Residential Groundwater VIAIC⁽¹⁾</i>	<i>Water Solubility⁽¹⁾</i>	<i>Flammability and Explosivity SL⁽¹⁾</i>	<i>Residential GW- Shallow VIAP SL⁽²⁾</i>	<i>Residential GW-Not in Contact VIAP SL⁽²⁾</i>
Laboratory ID:		21061080-01	21061080-03	21061080-02	21061080-04							
Collection Date:		06/09/21	06/09/21	06/09/21	06/09/21							
Mercury (B)	7439-97-6	0.2 U	0.2 U	0.2 U	--	<i>2.0 (A)</i>	<i>0.0013</i>	<i>56 (S)</i>	<i>56</i>	<i>ID</i>	<i>0.088</i>	<i>2.5</i>
Selenium (B)	7782-49-2	5 U	0.81 J	5 U	--	<i>50 (A)</i>	<i>5.0</i>	<i>NLV</i>	<i>NA</i>	<i>ID</i>	<i>NA</i>	<i>NA</i>
Silver (B)	7440-22-4	0.84 U	1 U	1 U	--	<i>34</i>	<i>0.20 (M); 0.060</i>	<i>NLV</i>	<i>NA</i>	<i>ID</i>	<i>NA</i>	<i>NA</i>
Zinc (B)	7440-66-6	5.3 J	5.5 J	4.8 J	--	<i>2,400</i>	<i>167 (G)</i>	<i>NLV</i>	<i>NA</i>	<i>ID</i>	<i>NA</i>	<i>NA</i>

Results expressed in µg/L.

Bolded values exceed an applicable criterion and/or screening level.

Underlined compounds classified as polynuclear aromatic compounds.

Data Qualifiers:

J Estimated value

U Not detected above the given limit

Footnotes/Abbreviations:

⁽¹⁾ Part 201 Groundwater Generic Cleanup Criteria and Screening Levels, December 21, 2020.

⁽²⁾ EGLE Volatilization to Indoor Air Pathway Screening Levels, September 4, 2020.

(A) Criterion is the state of Michigan drinking water (DW) standard.

(B) Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.

(D) Calculated criterion exceeds 100%; hence it is reduced to 100%, or 1.00E+09 µg/L.

(E) Aesthetic drinking water (DW) value. Notice of aesthetic impact may be employed as an institutional control if concentration exceeds the aesthetic DWC but not the health-based DW value (second value, if provided).

(G) Criterion dependent on receiving surface water (SW) hardness; calculated criteria based on water hardness of 150 mg/L.

(H) Data provided for total Chromium only; compare to hexavalent Chromium criteria. If both trivalent Chromium and hexavalent Chromium are present, the total concentration of both cannot exceed the DW criterion of 100 µg/L.

(J) Substance may be present in several isomer forms. Isomer-specific concentrations shall be added together for comparison to criteria.

(JT) Substance present in several isomer forms. The VIAP SL may be used for the individual isomer provided that it is sole isomer detected; however, when multiple isomers are detected in a medium, the isomer-specific concentrations must be added together and compared to the most restrictive VIAP SL of the detected isomers.

(L) Concentrations up to the State action level of 15 µg/L may still allow for DW use if soil concentrations are below 400 mg/Kg.

(M) Calculated criterion is below the analytical target detection limit (TDL), therefore, the criterion defaults to the TDL (first value is criterion, second value is the risk based or solubility value).

(M*) The VIAP SL may be below target detection limits (TDL). In accordance with Sec. 20120a(10) when the TDL for a hazardous substance is greater than the developed VIAP SL, the TDL is used to evaluate the risk posed from the pathway.

(S) Criterion defaults to the hazardous substance-specific water solubility limit.

(W) Concentrations of trihalomethanes shall be added together to determine compliance with the Michigan DW standard of 80 µg/L.

(X) Criterion is not protective for SW used as a DW source.

(AA) Use 10,000 µg/L where GW enters a structure through the use of a water well, sump or other device. Use 28,000 µg/L for all other uses.

(CC*) Insufficient chemical-physical input parameters have been identified to allow the development of a VIAP SL using standard equations. The VIAP SL for GW is developed based solely on the approach that the department uses for shallow GW. If GW detections are present, soil vapor may be the most appropriate media to evaluate risk.

(DD) Hazardous substance causes developmental effects. Residential VIAP SLs are protective of both prenatal exposure using a pregnant female receptor and postnatal exposure using a child receptor. Nonresidential VIAP screening levels are protective of prenatal exposure using a pregnant female receptor. Prenatal developmental effects may occur after an acute (i.e. short-term) or full-term exposure.

(EE*) The acceptable air concentration (AAC) for the volatile hazardous substance is not derived using standard equations. The hazardous substance may cause adverse human health effects for less than chronic exposures (i.e. short-term or acute). The AAC for this hazardous substance is the acute or intermediate minimum risk level (MRL) developed by the Agency for Toxic Substances and Disease Registry (ATSDR), a USEPA Integrated Risk Information System (IRIS) acute reference concentration, or an acute initial threshold screening level (ITSL) by the EGLE's Air Quality Division.

(FF*) The AAC for the volatile hazardous substances are based on toxicity values that have been identified to have the potential to cause adverse human health effects for less than chronic exposures (i.e. short-term or acute). The short-term exposure for shallow groundwater VIAP SLs are based on modification of the standard equations by the department to develop applicable shallow groundwater VIAP SLs.

(MM) Hazardous substance is a carcinogen with a mutagenic mode of action. The cancer potency values used in calculating VIAP SLs are modified using age-dependent adjustment factors for those carcinogenic chemicals identified as mutagenic.

DWC drinking water criterion

GSI groundwater surface water interface

ID Insufficient data to develop criterion.

NA not available

NLV Not likely to volatilize under most conditions.

SL screening level

VIAIC volatilization to indoor air inhalation criteria

VIAP volatilization to indoor air pathway

Table 3b - Soil Data Summary (2021)

Phase I Environmental Assessment
 Plummer's Waste Group, 3933 Clay Avenue SW, Wyoming, Michigan
 June 2021

Sample Location: Depth Interval (ft): Investigative/Field Duplicate/QC: Laboratory ID: Collection Date:	21-SB-01 (6-8) Investigative 21061078-01 06/09/21	21-SB-02 (3-5) Investigative 21061078-02 06/09/21	21-SB-03 (0.5-2.5) Investigative 21061078-03 06/09/21	21-SB-04 (1-3) Investigative 21061078-04 06/09/21	21-SB-05 (0.5-2.5) Investigative 21061078-05 06/09/21	21-SB-06 (0.5-2.5) Investigative 21061078-06 06/09/21	21-SB-07 (5-7) Investigative 21061078-07 06/09/21	21-SB-08 (1-3) Investigative 21061078-08 06/09/21	Field Blank QC 21061078-09 06/09/21	Statewide Default Background Levels ⁽¹⁾	Drinking Water Protection Criteria ⁽¹⁾	GSIP Criteria ⁽¹⁾	Soil Volatilization to Indoor Air Inhalation Criteria ⁽¹⁾	Infinite Source VSIC ⁽¹⁾	Finite VSIC for 5 Meter Source Thickness ⁽¹⁾	Finite VSIC for 2 Meter Source Thickness ⁽¹⁾	Particulate Soil Inhalation Criteria ⁽¹⁾	Direct Contact Criteria ⁽¹⁾	Soil Saturation Concentration SL ⁽¹⁾	Soil VIAP SL ⁽²⁾
Volatile Organic Compounds	CAS Number																			
1,1,1,2-Tetrachloroethane	630-20-6	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	1,500	ID	6,200	36,000	54,000	1.00E+05	4.20E+08	4.80E+05 (C)	4.40E+05	3.2 (M*)
1,1,1-Trichloroethane	71-55-6	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	4,000	1,800	2.50E+05	3.80E+06	1.20E+07	2.80E+07	6.70E+10	5.00E+08 (C)	4.60E+05	450 (EE)
1,1,2,2-Tetrachloroethane	79-34-5	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	170	1,600 (X)	4,300	10,000	10,000	14,000	5.40E+07	53,000	8.70E+05	2.7 (M*)
1,1,2-Trichloro-1,2,2-trifluoroethane	76-13-1	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	9.00E+06 (C)	1,700	5.10E+06 (C)	1.80E+08	8.80E+08	2.10E+09	5.10E+12	1.00E+09 (C,D)	5.50E+05	860
1,1,2-Trichloroethane	79-00-5	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	100	6,600 (X)	4,600	17,000	21,000	44,000	1.90E+08	1.80E+05	9.20E+05	0.37 (M*)
1,1-Dichloroethane	75-34-3	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	18,000	15,000	2.30E+05	2.10E+06	5.90E+06	1.40E+07	3.30E+10	2.70E+07 (C)	8.90E+05	2.6 (M*)
1,1-Dichloroethene	75-35-4	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	140	2,600	62	1,100	5,300	13,000	6.20E+07	2.00E+05	5.70E+05	12 (M*)
1,2,3-Trichloropropane	96-18-4	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	840	NA	4,000	9,200	11,000	11,000	2.00E+07	1.30E+06 (C)	8.30E+05	2.6 (M*)
1,2,4-Trichlorobenzene	120-82-1	110 U	100 U	100 U	110 U	100 U	110 U	100 U	100 U	NA	4,200	5,900 (X)	9.60E+06 (C)	2.80E+07	2.80E+07	2.80E+07	2.50E+10	9.90E+05 (DD)	1.10E+06	53 (M*)
1,2,4-Trimethylbenzene	95-63-6	32 U	31 U	640,000	910,000	890	32	32 U	31 U	NA	2,100	570	4.30E+06 (C)	2.10E+07	5.00E+08	5.00E+08	8.20E+10	3.20E+07 (C)	1.10E+05	150 (JT)
1,2-Dibromo-3-chloropropane (DBCP)	96-12-8	110 U	100 U	100 U	110 U	100 U	110 U	100 U	100 U	NA	10 (M); 4.0	ID	220	260	260	260	5.60E+05	4.40 (C)	1,200	DATA
1,2-Dibromoethane (EDB)	106-93-4	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	20 (M); 1.0	110 (X)	670	1,700	1,700	3,300	1.40E+07	92	8.90E+05	0.074 (M*)
1,2-Dichlorobenzene	95-50-1	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	14,000	280	1.10E+07 (C)	3.90E+07	3.90E+07	5.20E+07	1.00E+11	1.90E+07 (C)	2.10E+05	1,500
1,2-Dichloroethane	107-06-2	110 U	100 U	100 U	110 U	100 U	110 U	100 U	100 U	NA	100	7,200 (X)	2,100	6,200	11,000	26,000	1.20E+08	91,000	1.20E+06	0.82 (M*)
1,2-Dichloropropane	78-87-5	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	100	4,600 (X)	4,000	25,000	50,000	1.10E+05	2.70E+08	1.40E+05	5.50E+05	2.1 (M*)
1,3,5-Trimethylbenzene	108-67-8	110 U	100 U	360,000	400,000	610	110 U	110 U	100 U	NA	1,800	1,100	2.60E+06 (C)	1.60E+07	3.80E+08	3.80E+08	8.20E+10	3.20E+07 (C)	94,000	100 (JT)
1,3-Dichlorobenzene	541-73-1	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	170	680	26,000	79,000	79,000	1.10E+05	2.00E+08	2.00E+05 (C)	1.70E+05	10 (M*)
1,3-Dichloropropene, cis-	10061-01-5	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	--	--	--	--	--	--	--	--	--	--	--
1,3-Dichloropropene, trans-	10061-02-6	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	--	--	--	--	--	--	--	--	--	--	--
1,3-Dichloropropene (Total)	542-75-6	64 U	62 U	60 U	64 U	62 U	64 U	62 U	60 U	NA	170	180 (X)	1,000	18,000	68,000	1.60E+05	7.80E+08	10,000	6.20E+05	3.1 (J,M*)
1,4-Dichlorobenzene	106-46-7	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	1,700	360	19,000	77,000	77,000	1.10E+05	4.50E+08	4.00E+05	NA	23 (M*)
2-Butanone (MEK)	78-93-3	63 J	33 J	120 J	110 J	140 J	210 U	210 U	200 U	NA	2.60E+05	44,000	5.40E+07 (C)	2.90E+07	2.90E+07	3.50E+07	6.70E+10	1.20E+08 (C,DD)	2.70E+07	31,000 (DD*)
2-Hexanone	591-78-6	32 U	31 U	30 U	32 U	46	32 U	32 U	31 U	NA	20,000	ID	9.90E+05	1.10E+06	1.10E+06	1.40E+06	2.70E+09	3.20E+07 (C)	2.50E+06	210 (M*)
2-Methylnaphthalene	91-57-6	110 U	100 U	310,000	610,000	1,500	110 U	110 U	100 U	NA	57,000	4,200	2.70E+06	1.50E+06	1.50E+06	1.50E+06	6.70E+08	8.10E+06	NA	1,700
4-Methyl-2-pentanone (MIBK)	108-10-1	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	36,000	ID	3.70E+07 (C)	4.50E+07	4.50E+07	6.70E+07	1.40E+11	5.60E+07 (C)	2.70E+06	3,300
Acetone	67-64-1	110 U	100 U	160	120	270	110	110 U	100 U	NA	15,000	34,000	2.90E+08 (C)	1.30E+08	1.30E+08	1.90E+08	3.90E+11	2.30E+07	1.10E+08	2.60E+05 (EE)
Acrylonitrile	107-13-1	110 U	100 U	100 U	110 U	100 U	110 U	100 U	100 U	NA	100 (M); 52	100 (M); 40	6,600	5,000	5,100	10,000	4.60E+07	16,000	8.30E+06	1.2 (M*)
Benzene	71-43-2	32 U	31 U	91	26 J	40	32 U	32 U	31 U	NA	100	4,000 (X)	1,600	13,000	34,000	79,000	3.80E+08	1.80E+05	4.00E+05	1.7 (M*)
Bromochloromethane	74-97-5	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	--	--	--	--	--	--	--	--	--	--	--
Bromodichloromethane	75-27-4	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	1,600 (W)	ID	1,200	9,100	19,000	8.40E+07	1.10E+05	1.50E+06	0.61 (M*)	
Bromoform	75-25-2	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	1,600 (W)	ID	1.50E+05	9.00E+05	9.00E+05	9.00E+05	8.20E+09	8.20E+05	8.70E+05	45 (M*)
Bromomethane	74-83-9	110 U	100 U	100 U	110 U	100 U	110 U	100 U	100 U	NA	200	100	860	11,000	57,000	1.40E+05	3.30E+08	3.20E+05	2.20E+06	0.90 (M*)
Carbon disulfide	75-15-0	32 U	31 U	30 U	17 J	31 U	32 U	32 U	31 U	NA	16,000	ID	76,000	1.30E+06	7.90E+06	1.90E+07	4.70E+10	7.20E+06 (C,DD)	2.80E+05	52 (M*)
Carbon tetrachloride	56-23-5	32 U	31 U	30 U	32 U	31 U	32 U	32 U	31 U	NA	100	760 (X)	190	3,500	12,000	28,000	1.30E+08	96,000	3.90E+05	0.31 (M*)
Chlorobenzene	108-90-7	32 U	31 U	30 U	32 U	31 U	32 U	32 U	31 U	NA	2,000	500	1.20E+05	7.70E+05	9.90E+05	2.80E+06	4.70E+09	4.30E+06 (C)	2.60E+05	82
Chloroethane	75-00-3	110 U	100 U	100 U	110 U	100 U	110 U	100 U	100 U	NA	8,600	22,000 (X)	2.90E+06 (C)	3.00E+07	1.20E+08	2.80E+08	6.70E+11	2.60E+06 (C)	9.50E+05	330
Chloroform	67-66-3	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	1,600 (W)	7,000	7,200	45,000	1.20E+05	2.70E+05	1.30E+09	1.20E+06	1.50E+06	0.26 (M*)
Chloromethane	74-87-3	110 U	100 U	100 U	110 U	100 U	110 U	100 U	100 U	NA	5,200	ID	2,300	40,000	4.10E+05	1.00E+06	4.90E+09	1.60E+06 (C)	1.10E+06	6.9 (M*)
cis-1,2-Dichloroethene	156-59-2	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	1,400	12,000	22,000	1.80E+05	4.20E+05	9.90E+05	2.30E+09	2.50E+06 (C)	6.40E+05	2.1 (M*)
Dibromochloromethane	124-48-1	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	1,600 (W)	ID	3,900	24,000	24,000	33,000	1.30E+08	1.10E+05	6.10E+05	0.40 (M*,MM)
Dibromomethane	74-95-3	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	1,600	NA	ID	ID	ID	ID	ID	2.50E+06 (C)	2.00E+06	3.5 (M*)
Dichlorodifluoromethane	75-71-8	110 U	100 U	100 U	110 U	100 U	110 U	100 U	100 U	NA	95,000	ID	9.00E+05	5.30E+07	5.50E+08	1.40E+09	3.30E+12	5.20E+07 (C)	1.00E+06	12 (M*)
Diethyl ether	60-29-7	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	200	ID	2.80E+07 (C)	8.50E+07	1.50E+08	3.40E+08	8.00E+11	1.10E+08 (C)	7.40E+06	350
Ethylbenzene	100-41-4	32 U	31 U	950	970	99	11 J	32 U	31 U	NA	1,500	360	87,000	7.20E+05	1.00E+06	2.20E+06	1.00E+10	2.20E+07 (C)	1.40E+05	12 (M*)
Hexachloroethane	67-72-1	110 U	100 U	100 U	110 U	100 U	110 U	100 U	100 U	NA	430	1,800 (X)	40,000	5.50E+05	9.30E+05	9.30E+05	2.30E+08	2.30E+05	NA	3.2 (M*)
Iodomethane	74-88-4	530 U	510 U	500 U	530 U	520 U	530 U	510 U	500 U	--	--	--	--	--	--	--	--	--	--	--
Isopropyl benzene (Cumene)	98-82-8	32 U	31 U	180	710	14 J	32 U	32 U	31 U	NA	91,000	3,200	4.00E+05 (C)	1.70E+06	1.70E+06	2.80E+06	5.80E+09	2.50E+07 (C)	3.90E+05	3.8 (M*)
Methyl-tert-butyl ether (MTBE)	1634-04-4	32 U	31 U	30 U	32 U	31 U	32 U	31 U	30 U	NA	800	1.40E+05 (X)	9.90E+06 (C)	2.50E+07	3.90E+07	8.70E+07	2.00E+11	1.50E+06		

Table 3b - Soil Data Summary (2021)

Phase I Environmental Assessment
 Plummer's Waste Group, 3933 Clay Avenue SW, Wyoming, Michigan
 June 2021

Sample Location: Depth Interval (ft): Investigative/Field Duplicate/QC: Laboratory ID: Collection Date:	21-SB-01 (6-8) Investigative 21061078-01 06/09/21	21-SB-02 (3-5) Investigative 21061078-02 06/09/21	21-SB-03 (0.5-2.5) Investigative 21061078-03 06/09/21	21-SB-04 (1-3) Investigative 21061078-04 06/09/21	21-SB-05 (0.5-2.5) Investigative 21061078-05 06/09/21	21-SB-06 (0.5-2.5) Investigative 21061078-06 06/09/21	21-SB-07 (5-7) Investigative 21061078-07 06/09/21	21-SB-08 (1-3) Investigative 21061078-08 06/09/21	Field Blank QC 21061078-09 06/09/21	Statewide Default Background Levels ⁽¹⁾	Drinking Water Protection Criteria ⁽¹⁾	GSIP Criteria ⁽¹⁾	Soil Volatilization to Indoor Air Inhalation Criteria ⁽²⁾	Infinite Source VSIC ⁽¹⁾	Finite VSIC for 5 Meter Source Thickness ⁽¹⁾	Finite VSIC for 2 Meter Source Thickness ⁽¹⁾	Particulate Soil Inhalation Criteria ⁽¹⁾	Direct Contact Criteria ⁽¹⁾	Soil Saturation Concentration SL ⁽¹⁾	Soil VIAP SL ⁽²⁾		
2-Methylnaphthalene	91-57-6	4.3 U	4.4 U	4,600	4,600	53	4.2 U	4.3 U	4.3 U	--	NA	57,000	4,200	2.70E+06	1.50E+06	1.50E+06	1.50E+06	6.70E+08	8.10E+06	NA	1,700	
Acenaphthene	83-32-9	4.3 U	4.4 U	140 U	50	4.2 U	4.2 U	4.3 U	4.3 U	--	NA	3.00E+05	8,700	1.90E+08	8.10E+07	8.10E+07	8.10E+07	1.40E+10	4.10E+07	NA	2.00E+05	
Acenaphthylene	208-96-8	4.3 U	4.4 U	140 U	98	4.2 U	4.2 U	4.3 U	4.3 U	--	NA	5,900	ID	1.60E+06	2.20E+06	2.20E+06	2.20E+06	2.30E+09	1.60E+06	NA	DATA	
Anthracene	120-12-7	4.3 U	4.4 U	140 U	150 U	4.2 U	5.4	4.3 U	4.3 U	--	NA	41,000	ID	1.00E+09	1.40E+09	1.40E+09	1.40E+09	6.70E+10	2.30E+08	NA	1.30E+07	
Benzo(a)anthracene	56-55-3	4.3 U	4.4 U	1,000	230	42 U	6.9	4.3 U	6.4	--	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	20,000	NA	1.60E+05 (MM)	
Benzo(a)pyrene	50-32-8	4.3 U	4.4 U	140 U	320	42 U	22	4.3 U	10	--	NA	NLL	NLL	NLV	NLV	NLV	NLV	1.50E+06	2,000	NA	NA	
Benzo(b)fluoranthene	205-99-2	4.3 U	5.0	760	750 J	84 J	28 J	4.3 U	12	--	NA	NLL	NLL	ID	ID	ID	ID	ID	20,000	NA	NA	
Benzo(g,h,i)perylene	191-24-2	4.3 U	4.4 U	370	520	75	38	4.3 U	4.7	--	NA	NLL	NLL	NLV	NLV	NLV	NLV	8.00E+08	2.50E+06	NA	NA	
Benzo(k)fluoranthene	207-08-9	4.3 U	4.4 U	630	610 J	58 J	23 J	4.3 U	4.3 U	--	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	2.00E+05	NA	NA	
Chrysene	218-01-9	4.3 U	4.4 U	1,200	730	42 U	6.8	4.3 U	5.0	--	NA	NLL	NLL	ID	ID	ID	ID	ID	2.00E+06	NA	NA	
Dibenzo(a,h)anthracene	53-70-3	4.3 U	4.4 U	140 U	150 U	42 U	4.2 U	4.3 U	4.3 U	--	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	2,000	NA	NA	
Fluoranthene	206-44-0	4.3 U	6.8	630	640	25	8.9	4.3 U	13	--	NA	7.30E+05	5,500	1.00E+09	7.40E+08	7.40E+08	7.40E+08	9.30E+09	4.60E+07	NA	NA	
Fluorene	86-73-7	4.3 U	4.4 U	140 U	150	4.2 U	4.2 U	4.3 U	4.3 U	--	NA	3.90E+05	5,300	5.80E+08	1.30E+08	1.30E+08	1.30E+08	9.30E+09	2.70E+07	NA	4.70E+05	
Indeno(1,2,3-cd)pyrene	193-39-5	4.3 U	4.4 U	310	370	47	21	4.3 U	6.8	--	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	20,000	NA	NA	
Naphthalene	91-20-3	4.3 U	4.4 U	1,800	2,800	30	4.2 U	4.3 U	4.3 U	--	NA	35,000	730	2.50E+05	3.00E+05	3.00E+05	3.00E+05	2.00E+08	1.60E+07	NA	67 (M*)	
Phenanthrene	85-01-8	4.3 U	4.4 U	490	1,100	4.2 U	4.2 U	4.3 U	4.3 U	--	NA	56,000	2,100	2.80E+06	1.60E+05	1.60E+05	1.60E+05	6.70E+06	1.60E+06	NA	1,700	
Pyrene	129-00-0	4.3 U	4.8	820	1,400	53	4.7	4.3 U	7.2	--	NA	4.80E+05	ID	1.00E+09 (D)	6.50E+08	6.50E+08	6.50E+08	6.70E+09	2.90E+07	NA	2.50E+07	
Metals, Total	CAS Number																					
Arsenic (B)	7440-38-2	1,100	1,100	5,700	18,000	2,600	2,400	1,300	1,000	--	5,800	4,600	4,600	NLV	NLV	NLV	NLV	7.20E+05	7,600	NA	NA	
Barium (B)	7440-39-3	3,100	32,000	180,000	230,000	100,000	41,000	4,200	22,000	--	75,000	1.30E+06	4.40E+05 (G)	NLV	NLV	NLV	NLV	3.30E+08	3.70E+07	NA	NA	
Cadmium (B)	7440-43-9	150 U	160	1,200	4,800	1,500	810	140 U	86 J	--	1,200	6,000	3,600 (G,X)	NLV	NLV	NLV	NLV	1.70E+06	5.50E+05	NA	NA	
Chromium, Total (B,H)	7440-47-3	2,800	3,000	5,200	11,000	8,300	4,500	3,000	3,300	--	18,000 (total)	30,000	3,300	NLV	NLV	NLV	NLV	2.60E+05	2.50E+06	NA	NA	
Copper (B)	7440-50-8	2,800	2,100	25,000	68,000	62,000	18,000	2,300	2,300	--	32,000	5.80E+06	75,000 (G)	NLV	NLV	NLV	NLV	1.30E+08	2.00E+07	NA	NA	
Lead (B)	7439-92-1	1,200	4,000	100,000	540,000	240,000	120,000	1,500	5,400	--	21,000	7.00E+05	5.10E+06 (G,X)	NLV	NLV	NLV	NLV	1.00E+08	4.00E+05	NA	NA	
Mercury (Total) (B)	7439-97-6	20 U	20 U	18 J	42	18 U	14 J	19 U	19 U	--	130	1,700	50 (M); 1.2	48,000	52,000	52,000	52,000	2.00E+07	1.60E+05	NA	22 (M*)	
Selenium (B)	7782-49-2	370 U	370 U	370 U	410 U	350 U	380 U	350 U	390 U	--	410	4,000	400	NLV	NLV	NLV	NLV	1.30E+08	2.60E+06	NA	NA	
Silver (B)	7440-22-4	370 U	370 U	370 U	60 J	68 J	380 U	350 U	390 U	--	1,000	4,500	100 (M); 27	NLV	NLV	NLV	NLV	6.70E+06	2.50E+06	NA	NA	
Zinc (B)	7440-66-6	6,200	12,000	98,000	300,000	150,000	99,000	5,200	18,000	--	47,000	2.40E+06	1.70E+05 (G)	NLV	NLV	NLV	NLV	ID	1.70E+08	NA	NA	
Solids, Total (%)	--	96.4	93.8	96.5	95.0	96.3	95.8	96.0	95.3	--	--	--	--	--	--	--	--	--	--	--	--	--

Results expressed in µg/Kg dry weight.

Bolded values exceed Statewide Default Background Level and an applicable criterion or screening level.

Italicized values are below Statewide Default Background Level but exceed an applicable criterion or screening level.

Underlined parameters are classified as Polynuclear Aromatic Compounds.

Data Qualifiers:

J Estimated value

U Not detected

Footnotes/Abbreviations:

⁽¹⁾ Part 201 Residential Soil Generic Cleanup Criteria and Screening Levels/Part 213 Risk-based Screening Levels, December 30, 2013 (GSI Criteria Updated June 25, 2018).

⁽²⁾ EGLE Volatilization to Indoor Air Pathway Screening Levels, September 4, 2020.

(B) Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.

(C) Value is screening level based on the chemical-specific generic soil saturation concentration (C_{sat}).

(D) Calculated criterion exceeds 100 percent; hence it is reduced to 100 percent or 1.00E+09 parts per billion (ppb).

(G) Criterion dependent on receiving surface water (SW) hardness; calculated criteria based on water hardness of 150 mg/L.

(H) Data provided for total chromium only; evaluated against hexavalent chromium criteria.

(J) Hazardous substance may be present in several isomer forms. Isomer-specific concentrations must be added together for comparison to criteria.

(JT) Hazardous substance may be present in several isomer forms. The VIAP SL may be used for the individual isomer provided that it is the sole isomer detected; however, when multiple isomers are detected in a medium, the isomer-specific concentrations must be added together and compared to the most restrictive VIAP SL of the detected isomers.

(M) Calculated criterion is below the target detection limit (TDL); first number is the criterion (TDL), the second is the risk-based value.

(M*) The VIAP SL may be below TDL. In accordance with Sec. 20120a(10) when the TDL for a hazardous substance is greater than the developed VIAP SL, the TDL is used to evaluate the risk posed from the pathway.

(W) Concentrations of trihalomethanes must be added together to determine compliance with criterion.

(X) Criterion is not protective for SW used as a drinking water (DW) source.

(DD) Hazardous substance causes developmental effects. Residential direct contact criteria are protective of both prenatal and postnatal exposure.

(DD*) Hazardous substance causes developmental effects. Residential VIAP SLs are protective of both prenatal exposure using a pregnant female receptor and postnatal exposure using a child receptor. Prenatal developmental effects may occur after an acute (i.e. short-term) or full-term exposure.

(EE) The acceptable air concentration (AAC) for the volatile hazardous substances is not derived using standard equations. The hazardous substance may cause adverse human health effects for less than chronic exposures (i.e. short-term or acute). The AAC for these hazardous substances is the acute or intermediate minimum risk level (MRL) developed by the Agency for Toxic Substances and Disease Registry (ATSDR), a USEPA Integrated Risk Information System (IRIS) acute reference concentration, or an acute initial threshold screening level (ITSL) by the EGLE's Air Quality Division.

(MM) Hazardous substance is a carcinogen with a mutagenic mode of action. The cancer potency values used in calculating VIAP SLs are modified using age-dependent adjustment factors for those carcinogenic chemicals identified as mutagenic.

DATA Insufficient physical chemical parameters to calculate a VIAP SL for specified media. If detections are present in specified media, health-based soil vapor value should be used to evaluate risk.

GSIP groundwater surface water interface protection

ID Insufficient data to develop criterion.

NA not available

NLL Not likely to leach under most soil conditions.

NLV Not likely to volatilize under most conditions.

SL screening level

VIAP volatilization to indoor air pathway

VSIC volatile soil inhalation criteria

Table 1
Summary of Soil Sample Results and MDEQ Generic Residential Cleanup Criteria

3933 Clay Avenue
 Wyoming, Michigan

Sample I.D.	MDEQ Part 201 Generic Residential Cleanup Criteria						Direct Contact Criteria	B-1	B-2	B-3	B-4	B-5	B-6
	Statewide Default	Drinking Water Protection Criteria	Soil Volatilization to Indoor Air Inhalation Criteria	Infinite Source Volatile Soil Inhalation Criteria	Particulate Soil Inhalation Criteria	ug/kg							
Sample Depth							10/22/2014	10/22/2014	10/22/2014	10/22/2014	10/22/2014	10/22/2014	10/22/2014
Sample Date							ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg
Units							ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg
VOLATILE ORGANIC COMPOUNDS (VOCs) - EPA Method 8260													
Benzene	-	100	1,600	13,000	3.8E+08	1.8E+05	ND	ND	ND	ND	ND	ND	ND
Toluene	-	16,000	3.3E+05	2.8E+06	2.7E+10	5.0E+07	ND	ND	ND	ND	ND	130	ND
Ethylbenzene	-	1,500	87,000	7.2E+05	1.0E+10	2.2E+07	ND	ND	ND	ND	ND	53	ND
1,2,4-Trimethylbenzene	-	2,100	4.3E+06	2.1E+07	8.2E+10	3.2E+07	ND	ND	ND	ND	ND	640	ND
1,3,5-Trimethylbenzene	-	1,800	2.8E+06	1.6E+07	8.2E+10	3.2E+07	ND	ND	ND	ND	ND	1,600	ND
Xylenes(total)	-	5,600	6.3E+06	4.6E+07	2.9E+11	4.1E+08	ND	ND	ND	ND	ND	1,140	ND
2-Methylnaphthalene	-	57,000	2.7E+06	1.5E+06	6.7E+08	8.1E+06	ND	ND	ND	ND	ND	1,800	ND
Other VOCs	-	Various	Various	Various	Various	Various	ND	ND	ND	ND	ND	ND	ND
POLY NUCLEAR AROMATIC COMPOUNDS (PNAs) - EPA Method 6010B													
Fluoranthene	-	7.3E+05	1.0E+09	7.4E+08	9.3E+09	4.6E+07	ND	ND	ND	ND	ND	1,600	ND
Naphthalene	-	35,000	2.5E+05	3.0E+05	2.0E+08	1.6E+07	ND	ND	ND	ND	ND	1,000	ND
Pyrene	-	4.8E+05	1.0E+09	6.5E+08	6.7E+09	2.9E+07	ND	ND	ND	ND	ND	2,600	ND
Remaining PNAs	-	-	-	-	-	-	ND	ND	ND	ND	ND	ND	ND
METALS - EPA Method 6010B													
Cadmium	1,200	6,000	NLV	NLV	1.7E+06	5.5E+05	ND	4,600	ND	ND	ND	8,200	ND
Chromium	18,000	30,000	NLV	NLV	2.6E+05	2.5E+06	2,600	13,000	3,500	3,000	17,000	17,000	4,000
Lead	21,000	7,0E+05	NLV	NLV	1.0E+08	4.0E+05	ND	4.5E+05	3,100	ND	ND	7.2E+05	ND

Notes:

1. Presented in ug/kg (ppb), MDEQ Generic Residential Cleanup Criteria, February 2014.
2. ND = Less than method detection limit

- Concentration exceeds MDEQ Generic Residential Cleanup Criteria

7,500

y

Table 2
Summary Groundwater Sample Results and MDEQ Generic Residential Cleanup Criteria

3933 Clay Avenue
 Wyoming, Michigan

SAMPLE ID	MDEQ Part 201 Generic Residential Cleanup Criteria		B-1W	B-2W	B-3W	B-4W	B-5W	B-6W
	Drinking Water Criteria	Groundwater Volatilization to Indoor Air Inhalation						
SAMPLE DATE			10/22/2014	10/22/2014	10/22/2014	10/22/2014	10/22/2014	10/22/2014
VOLATILE ORGANIC COMPOUNDS								
Benzene	5	5,600	ND	ND	ND	ND	ND	ND
Toluene	790	5.3E+05	ND	ND	ND	ND	ND	ND
Ethylbenzene	74	1.1E+05	ND	ND	ND	ND	ND	ND
Xylenes	280	1.9E+05	ND	ND	ND	ND	ND	ND
1,2,4-Trimethylbenzene	63	56,000	ND	ND	ND	ND	ND	ND
1,3,5-Trimethylbenzene	72	61,000	ND	ND	ND	ND	ND	ND
Naphthalene	520	31,000	ND	ND	ND	ND	ND	ND
2-Methylnaphthalene	260	25,000	ND	ND	ND	ND	ND	ND
Other VOCs	-	-	ND	ND	ND	ND	ND	ND

NOTES:
 1. All Concentrations Presented in ug/L (ppb).
 2. MDEQ Part 201 Generic Cleanup Criteria and Screening Levels; Part 213 Tier 1 Risk-based Screening Levels (RBSLs), February 2014
 3. ND = Not Detected

Attachment A

Combined Brownfield Plan Resolution(s)

Attachment B

Development and/or Reimbursement Agreement

BROWNFIELD REIMBURSEMENT AGREEMENT
(PLUMMER PROJECT)

This Brownfield Reimbursement Agreement (**Agreement**) is made as of February 22, 2022, among the City of Wyoming, a Michigan municipal corporation (**City**) and the City of Wyoming Brownfield Redevelopment Authority, a public body corporate (**WBRA**), the address of both of which is 1155 28th St SW, Wyoming, MI 49509, Attention: Nicole Hofert, Planning and Economic Development Director, with a copy to Scott Smith, City Attorney, and The Inca Group, LLC, a Michigan limited liability company, and Plummer Septic Tank, Inc., a Michigan corporation, d/b/a Plummer's Waste Group, the address of both of which is 4750 Clyde Park Ave SW, Wyoming, MI 49509, Attention: Allison Plummer, Controller, (**Developer**).

RECITALS

A. Developer owns and controls the real property at 3933 Clay Ave SW (PP# 41-17-24-177-016), legally described as follows (**Property**) and intends to redevelop it with an approximately 11,000 square foot office and truck garage building with parking for employees and company vehicles (the **Project**):

THAT PART OF N 1011.45 FT OF W 1/2 SE 1/4 NW 1/4 LYING S OF BELSTRA PLAT NO.1 & ELY OF ELY LINE OF US131 EXPRESSWAY /200 FT WIDE/ & W OF W LINE OF CLAY AVE /66 FT WIDE/ EX N 382 FT

* SEC 24 T6N R12W

1.12 A. SPLIT/COMBINED ON 10/05/2018 FROM 41-17-24-177-007, 41-1724-177-010.

B. City created WBRA pursuant to the Brownfield Redevelopment Financing Act, 1996 PA 381 (**Act 381**), and, pursuant to Act 381, on [REDACTED], 2022, the WBRA Board and, February 21, 2022, the City Council approved a combined brownfield plan/work plan that includes the Property (that also functions as an amendment the brownfield plan initially approved for the City) and that has been submitted to the Michigan Department of Environment Great Lakes and Energy (**EGLE**) for its approval (when and as approved by EGLE for the capture of state educational and local school operating taxes, the **Brownfield Plan**).

C. The Property is "eligible property," as defined by section 2 of Act 381 and commonly referred to as a "brownfield" because it is a "facility" as defined in Part 201 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (**NREPA**), due to the presence in soils of metals, VOCs, PNAs and other substances in concentrations exceeding applicable state criteria.

D. The Brownfield Plan authorizes WBRA to reimburse the Developer for the costs of eligible activities as defined in Act 381 and as detailed in the Brownfield Plan (**Eligible Costs**) from collected tax increment revenues generated from the increase in the captured taxable value of the Property attributable to the Project up to a maximum of \$194,500 that is captured until not later than December 31, 2032 (**Tax Increment Revenues**).

E. It is estimated 22 persons will be employed at the Property and private investment in the Project will exceed \$1.2M.

F. The parties are entering into this Agreement pursuant to and to implement the Brownfield Plan.

TERMS AND CONDITIONS

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

1. **Project Development.** Developer shall proceed with due care and diligence to complete the Project and the eligible activities in accordance with this Agreement, the Brownfield Plan, and all applicable laws, rules, regulations, permits, orders, and directives of any official or agency of competent jurisdiction. Developer shall make reasonable efforts to minimize amounts of Eligible Costs.

A. Redevelopment of the Property and Construction of the Project will be subject to the planning, zoning and construction code approvals in accordance with standard City requirements.

B. Under no circumstances shall City or WBRA have any responsibility or liability for the Property's remediation or redevelopment.

2. **Acknowledgments.**

A. The parties acknowledge that City and WBRA are entering into this Agreement only to provide incentives for the completion of the Project.

B. The parties acknowledge that City and WBRA have relied on the Developer's promise to construct the Project as partial consideration for the benefits extended under this Agreement.

C. The parties acknowledge that this Agreement and the Tax Increment Revenues collected and distributed pursuant to the Brownfield Plan and this Agreement may fund only a portion of the Eligible Costs.

3. City and WBRA Obligations. In accordance with Act 381, the Brownfield Plan, and this Agreement, City shall collect and deposit in the account of WBRA the Tax Increment Revenues. WBRA shall disburse the Tax Increment Revenues in accordance with Act 381, the Brownfield Plan, and this Agreement.

4. Developer's Obligations. Developer must:

A. Construct and implement the Project as provided in section 1 above.

B. Provide all documentation required by and meet all the other requirements in section 5.

5. Reimbursements. Tax Increment Revenues will be collected and disbursed in accordance with this section. There shall be no obligation to reimburse any amounts until EGLE approves the Brownfield Plan and the capture of state educational and local school operating taxes for reimbursement of Eligible Costs. All reimbursements shall comply with the EGLE approved Brownfield Plan and shall be only for Eligible Costs approved by EGLE. Reimbursements will only be due from Available Tax Increment Revenues (defined below).

A. Developer shall submit the following Documentation of Eligible Costs for which Developer seeks reimbursement from Tax Increment Revenues:

1. A written statement detailing Eligible Costs.

2. A written explanation as to why reimbursement is appropriate under the Brownfield Plan and this Agreement.

3. Copies of invoices from the consultants, contractors, engineers, attorneys, or others who provided services relating to the Eligible Costs. Invoices for services completed for hourly rates shall include detailed time records for Eligible Costs.

4. Detailed time records and pay rates for any eligible activities performed by Developer's personnel.

5. Copies of waivers of liens by the contractors, subcontractors, and material suppliers.

6. Copies of the contract with the contractor or supplier providing the services or supplies for which reimbursement is sought.

7. A statement from the engineer or project manager overseeing the work recommending payment.

8. Any other information which may be required by state authorities or reasonably required by WBRA.

B. Payments to Developer from **Available Tax Increment Revenues** (*i.e.*, those Tax Increment Revenues that are actually collected by WBRA, excluding local debt payments, reimbursements to the State of Michigan required pursuant to Act 381, and administrative costs payable to the WBRA as agreed in the Brownfield Plan and as adjusted due to property tax valuation appeals or claims of property tax exemptions) shall be made as follows:

1. Within 45 days of its receipt of Documentation for Eligible Costs, WBRA shall review the reimbursement request and supporting documentation and determine whether (i) all the costs are Eligible Costs, (ii) all required documentation has been provided, and (iii) all Eligible Costs are accurately accounted for (*i.e.*, there are not mathematical errors, misplaced decimal points, omitted or duplicated line items, etc.).

a. If WBRA determines that the reimbursement request meets the criteria stated above, WBRA shall pay the reimbursement as provided in subparagraph 5.B.2 below.

b. If WBRA believes that any part of the reimbursement request does not meet the above criteria, WBRA shall notify Developer in writing of WBRA's determination and the reasons for that determination. Developer shall have 30 days to address WBRA's determination. The Developer

may meet with WBRA's representatives or, if the WBRA Board consents, meet with WBRA's Board to address questions WBRA's determination.

c. If the parties do not resolve the disputed request for reimbursement in such a manner, the disputed items shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a knowledgeable professional, then WBRA shall choose an independent knowledgeable professional and Developer shall choose an independent knowledgeable professional to review WBRA's decision. If and to the extent that the two knowledgeable professionals so selected agree that disputed items submitted in the reimbursement request properly documented and accurate Eligible Cost, then Developer shall be reimbursed those costs in accordance with this Agreement. The fees for the professionals contemplated by this paragraph shall be reimbursed with Tax Increment Revenues. Regardless of any other provision in this Agreement, no cost that EGLE determines in its review and approval of the Brownfield Plan not to be an Eligible Cost will be reimbursed to the Developer.

2. Once it approves a reimbursement request, WBRA shall once annually pay to Developer the reimbursement within 45 days of the City's collection of Available Tax Increment Revenues. The Developer shall be paid from Available Tax Increment Revenues until all of the Eligible Costs approved by the WBRA have been fully paid to Developer, or the repayment obligation expires, whichever occurs first. WBRA's obligation to reimburse Developer is limited to the extent of Available Tax Increment Revenues that are remitted to WBRA by City from property taxes paid by the owner or occupant of the Property. In no case shall the WBRA or City be obligated to pay more than the Available Tax Increment Revenues, even if Available Tax Increment Revenues are less than anticipated in the Brownfield Plan.

3. The reimbursement obligation under this Agreement shall expire upon the earlier of (i) the payment by WBRA to Developer of all amounts due Developer under this Agreement, or (ii) December 31, 2032.

4. The amount to be reimbursed under this Agreement is subject to the following:

a. The maximum amount to be reimbursed under this Agreement, including contingencies, is \$194,500.

b. In no case shall any payment be made from Tax Increment Revenues captured after December 31, 2032.

c. The amounts reimbursed pursuant to this Agreement shall not exceed the net Available Tax Increment Revenues retained by WBRA for such payments. (It is noted that \$5,000 of the Tax Increment Revenues will be retained by WBRA to pay administrative costs.)

d. No interest shall be paid on any Eligible Costs or payment request.

C. Adjustments to past and future reimbursement may be made as follows:

1. If, due to an appeal of any tax assessment or reassessment or any other reason, WBRA is required to reimburse any Tax Increment Revenues, WBRA may deduct the amount of any such reimbursement from any amounts due and owing Developer or, if all amounts due Developer under this Agreement have been fully paid, WBRA may invoice Developer the amount of such reimbursement and Developer shall pay WBRA such invoiced amount within 30 days of Developer's receipt of the invoice from WBRA. Nothing in this Agreement shall limit the right of Developer to appeal any tax assessment.

2. If, due to any audit by any state agency or official, it is determined that any costs for which any reimbursement has been made are not Eligible Costs, WBRA may deduct the amount of any such reimbursement from any amounts due and owing Developer or, if all amounts due Developer under this Agreement have been fully paid, WBRA may invoice the Developer for the amount of such reimbursement and Developer shall pay WBRA such invoiced amount within 30 days of Developer's receipt of the invoice from WBRA.

6. Obligation to Fund Eligible Costs. Developer shall pay Eligible Costs with its own funds and receive reimbursement for Eligible Costs from WBRA by Available Tax Increment Revenues. It is anticipated that there will be sufficient Available Tax Increment Revenues to reimburse all Eligible Costs. However, if for any reason Available Tax Increment Revenues generated from the Project do not result in sufficient

revenues to satisfy such obligations, Developer understands and agrees that it will have no claim or further recourse of any kind or nature against City or WBRA, and Developer shall assume full responsibility and risk for any such loss or costs.

7. Representations and Warranties. Developer makes the following representations and warranties:

A. The statements in Recitals A, C, and E are true and correct.

B. The persons signing this Agreement for Developer are duly authorized to do so and their signatures makes this Agreement binding on Developer.

8. Default. Each of the following shall constitute a default under this Agreement:

A. Any representation or warranty made by Developer in this Agreement proves to have been incorrect or incomplete in any material respect when made or deemed to be made.

B. Developer fails to comply with any term or provision of this Agreement for 30 days after City or WBRA provides Developer written notice of Developer's failure to comply with this Agreement or Developer repeatedly fails to comply with one or more terms of this Agreement.

C. Developer (i) abandons or withdraws from the Project or indicates its intention to do so, or (ii) fails to complete the Project by December 31, 2023.

D. Developer fails to pay any amounts within 30 days of the date they were due to be paid to pursuant to this Agreement.

E. Developer terminates its existence.

F. Any material provision of this Agreement ceases to be valid and binding on Developer or is declared null and void; or the validity or enforceability of such provision is contested or denied by Developer or Developer denies that it is bound by this Agreement.

G. The Property is put into the control of a receiver or Developer files for bankruptcy or dissolution.

9. Remedies in Event of Default. If a default occurs, City and/or WBRA shall have the right, but not the obligation, to terminate this Agreement effective immediately and, using any means available to them or either of them, seek any payments due from Developer.

10. Indemnification. Developer shall defend, indemnify, and hold City and WBRA, and their directors, officers, employees, agents and representatives (**Indemnified Persons**) harmless from any loss, expense (including reasonable attorney fees) or liability due to demands, claims, lawsuits, actions, civil or administrative proceedings, judgments, awards, or other losses arising from injuries to persons or property as a result of the ownership, operation, use or maintenance of the Project during the term of this Agreement, except to the extent resulting from the negligence or actions of any of the Indemnified Persons.

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

12. General Provisions.

A. A notice, request or other communication to any party pursuant to this Agreement shall be in writing and shall be deemed given when (i) delivered personally, (ii) when actually delivered by FedEx, UPS or similar delivery service, (iii) when delivered and acknowledged by e-mail, or (iv) 14 days after mailing by first class UPPS mail to another party at the addresses first set forth above, unless the other party has designated in writing a different address for the serving of notices by a notice given in compliance with this subsection.

B. This is the entire Agreement between the parties as to its subject matter. It cannot be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. The captions are for reference only and shall not affect the interpretation of this Agreement. However, the recitals are an integral part of this Agreement. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver of such right or any other right; a waiver on any one

occasion shall not be construed as a bar to or waiver of any subsequent breach of the same or any other provision of this Agreement on a future occasion.

C. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts taken together shall constitute but one and the same Agreement.

D. This Agreement and the rights and obligations under this Agreement are unassignable and nontransferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties. This Agreement shall be enforceable only by the parties and no other person shall have a right to enforce any provision contained herein.

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

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

CITY OF WYOMING

**CITY OF WYOMING BROWNFIELD
REDEVELOPMENT AUTHORITY**

By: _____
Jack Poll, Mayor

By: _____
Tom Brann, Chair

By: _____
Kelli VandenBerg, City Clerk

By: _____
Nicole Hofert, Secretary

Date signed: February __, 2022

Date signed: February __, 2022

Approved as to form:

Scott G. Smith, City Attorney

THE INCA GROUP, LLC

**PLUMMER SEPTIC TANK, INC. d/b/a
PLUMMER'S WASTE GROUP**

By: _____
Ally Plummer, Member

By: _____
Jon Plummer, President

Date signed: February __, 2022

Date signed: February __, 2022

RESOLUTION NO. _____

RESOLUTION TO APPROVE AN AMENDED PACE PROGRAM REPORT

WHEREAS:

1. At its meeting of May 1, 2017, the City Council adopted a resolution of intent to establish and to hold a public hearing concerning the establishment of a property assessed clean energy program (“PACE Program”) pursuant to 2010 PA 270 (“Act 270”) to promote “energy projects” defined by Act 270 to include “installation or modification of energy efficiency improvements or the acquisition, installation or improvement of renewable energy systems.”
2. At its May 15, 2017 meeting, the City Council held a public hearing on the proposed PACE Program during which the City Council heard comments on the proposed PACE program from anyone wishing to address the City Council concerning it and following that meeting the City Council adopted a resolution approving the PACE Program Report.
3. Financing energy projects is a valid public purpose.
4. The City Council now deems it in the best interests of the City to amend the City’s PACE Program Report in accordance with the attached Exhibit A (the “Amended PACE Program Report”).

NOW, THEREFORE, BE IT RESOLVED:

1. The Amended PACE Program Report is approved in the form attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent conflict with this resolution, 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 session held on February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: February 16, 2022
Subject: PACE Program Amendment and PACE Special Assessment Contract
From: Scott Smith, City Attorney
Meeting Date: February 21, 2022

In May 2017, the Council approved a PACE program under the property assessed clean energy act, 2010 PA 270, MCL 460.931 *et seq.* Essentially, a PACE program allows a property owner to seek a private loan for a clean energy project and the lender can enter into an agreement with the property owner and the city to specially assess the amount of the loan against the property on which the improvements are being made. The only involvement the city has is to levy the assessment unless there is a default and then the special assessment is turned over on the delinquent tax roll just as other special assessments. No public funds are involved. PACE energy improvements include projects such as: insulation, storm windows and doors, HVAC improvements, weather-sealing, improved lighting fixtures, etc.

Importantly, no city funds are used in such financing and city funds are not at risk in such financing. The financing is privately arranged, and payments are made directly to the private lender. The city would be involved only if the property owner failed to make the payments. The city would simply handle such a default in the same manner as for a failure to pay any other special assessment, essentially placing the delinquent payment on the tax roll.

A local government that implements a PACE program must have a PACE program report that sets out that local government's program requirements consistent with Act 270. Wyoming's program includes two requirements that are difficult for some, especially for new construction. One requirement is that the term of the special assessment not exceed the lesser useful life of the improvements or 25 years. It can be read to require preclude the use of the average or aggregate useful life of the combined energy efficient improvements. Secondly, the city's program currently requires that the total amount of the assessment not exceed 50% of the property's assessed value, essentially 25% of its market value. While that may work for renovation projects, that can be a difficult requirement for new construction. Instead, it would be more useful if modified to allow the total loan amount to not exceed 50% of the property assessed value of the time the project is completed.

The first resolution approving the Amended PACE Program Report would modify the city's program in that manner.

A second resolution would approve the PACE Special Assessment Contract for the Reserve Flats project now being constructed by a Granger Group entity on its property along Wilson Ave SW in the city.

EXHIBIT A

CITY OF WYOMING, MICHIGAN

PACE PROGRAM REPORT

AMENDED: FEBRUARY 21, 2022

INTRODUCTION

This "PACE Program" is property assessed clean energy loan program established pursuant to the Property Assessed Clean Energy Act, 2010 PA 270, MCL 460.931 *et seq.* (**Act 270**). It expressly allows participation by various lenders, borrowers, and administrators. However, it does not authorize City funding or City borrowing. Instead, it relies on funding through loans from private lenders arranged by property owners and developers.

This PACE Program also does not establish a district but provides for the establishment of districts and the appointment of program administrators following an application for use of the PACE Program to fund energy projects on specific property. This PACE Program recognizes Lean & Green Michigan program as described in its LAGM PACE Program Report, as a provider of PACE Program administration services that is acceptable under the City's PACE Program, though it is not an exclusive provider of the City's PACE Program, or its documents or services.

This City's PACE Program may be used in the funding of an energy project as defined in this PACE Program Report.

PROGRAM DETAILS

All program details provided below may be amended from time to time by resolution of the City Council of the City without a public hearing.

1. Definitions. The following definitions apply to words used in this report.
 - A. *City* means the City of Wyoming, Kent County, Michigan.
 - B. *City Manager* means the individual serving as the City Manager of the City or that individual's designee.
 - C. *City Council* means the City Council of the City.
 - D. *County* means Kent County, Michigan.
 - E. *District* means a district created within the City following an application from a property owner for use of the PACE Program to fund an energy project on specific property. It is anticipated district will be described to include only the property subject to and benefiting from that application.
 - F. *Energy efficiency improvement* means equipment, devices, or materials intended to decrease energy consumption, including, but not limited to, all of the following:
 - i. Insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems.
 - ii. Storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption.
 - iii. Automated energy control systems.
 - iv. Heating, ventilating, or air-conditioning and distribution system modifications or replacements.
 - v. Caulking, weather-stripping, and air sealing.
 - vi. Replacement or modification of lighting fixtures to reduce the energy use of the lighting system.
 - vii. Energy recovery systems.
 - viii. Day lighting systems.
 - ix. Installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity.
 - x. Measures to reduce the usage of water or increases the efficiency of water usage.
 - xi. Any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the City Council.
 - G. *Energy project* means the installation or modification of an energy efficiency improvement or the acquisition, installation, or improvement of a renewable energy system.
 - H. *LAGM Program Report* means the Lean & Green Michigan™ PACE Program Report for the City attached as Schedule I to the first version of this Report in May 2017, as it may from be amended from time

to time by resolution of the City Council and as the City Council may from time to time by resolution make it applicable to specific energy projects on specific parcels in districts to be established by that City Council resolution and by contracts with the records owners also to be approved by City Council resolution.

I. *Person* means an individual, firm, partnership, association, corporation, unincorporated joint venture, or trust, organized, permitted, or existing under the laws of this state or any other state, including a federal corporation, or a combination thereof. However, person does not include the City, the County or any other local unit of government.

J. *Property* means privately owned commercial or industrial real property located in the City.

K. *Record owner* means the person or persons possessed of the most recent fee title or land contract vendee's interest in property as shown by the records of the Kent County Register of Deeds.

L. *Renewable energy resource* means a resource that naturally replenishes over a human, not a geological, time frame and that is ultimately derived from solar power, water power, or wind power. Renewable energy resource does not include petroleum, nuclear, natural gas, or coal. A renewable energy resource comes from the sun or from thermal inertia of the earth and minimizes the output of toxic material in the conversion of the energy and includes, but is not limited to, all of the following:

- i. Biomass.
- ii. Solar and solar thermal energy.
- iii. Wind energy.
- iv. Geothermal energy.
- v. Methane gas captured from a landfill.

M. *Renewable energy system* means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use 1 or more renewable energy resources to generate electricity. Renewable energy system includes a biomass stove but does not include an incinerator or digester.

2. Contract Form.

The form of the special assessment contract among the City, the record owner, and the owner arranged lender, governing the terms and conditions of financing and assessment under the PACE Program shall be as attached as Exhibit A, unless another form is approved by the City Council.

3. Authorized Official.

The City Manager is authorized to enter into a program contract on behalf of the City following approval of the contract and energy project by resolution of the City Council.

4. No City Financing.

The City shall not provide any financing for any energy project. All financing shall be by commercial lenders as arranged by the record owner of the property to benefit from the energy project.

5. Application and Eligibility.

A. Application can be made on a form approved by the City Manager or on the form provided and using the process as describe in the LAGM Program Report.

B. Applications shall include payment to the City of a fee in the amount of \$250 plus any costs incurred by the City to process the application, review related documents and complete all transactions.

C. Eligibility requirements include the following:

- i. The property benefitting from the energy project must be commercial or industrial real property within the City. Multi-family residential property is commercial property.
- ii. There are no delinquent real property taxes or special assessments levied against the real property benefitting from the energy project or to be assessed under the PACE Program, no delinquent or water or sanitary sewer rates, fees or charges for services to that real property, and not delinquent personal property taxes for personal property located on that real property. This includes ad valorem taxes, industrial facilities taxes, commercial facilities taxes or any other taxes levied due to an abatement of or exemption from ad valorem taxes.

- iii. The record owner or other proposed PACE Program participant has not failed to pay any assessment under a PACE Program and there are no delinquent PACE Program assessments levied against the real property benefitting from the energy project or to be assessed under the application.
- iv. The record owner or other proposed PACE Program participant (or any affiliated person) does not own or occupy any other real property in the City which has delinquent real property taxes or special assessments, delinquent or water or sanitary sewer rates, fees or charges for services to that real property, or delinquent personal property taxes for personal property located on that real property.
- v. If the property to be assessed under the PACE Program is subject to a mortgage, the mortgage holder has consented in writing to the PACE Program assessment.
- vi. The proposed term of the assessment shall not exceed the shorter of 25 years or the useful life of the energy project. Projects involving multiple energy efficiency improvements may aggregate the useful life of each improvement to determine an overall useful life figure for financing purposes. In aggregating the improvements, the property owner must appropriately weigh each improvement's dollar cost.
- vii. The proposed PACE Program assessment may not exceed 50% the assessed value of the property. For new construction, the proposed PACE Program assessment may not exceed 50% the assessed value of the property upon the project's completion and the special assessment contract must ensure that the Lender will not release the loan funds except in a normal construction financing process whereby there are (i) assurances the energy efficiency improvements have been properly installed, (ii) there are waivers of contractors' and suppliers' liens, (iii) and there are requirements that the entire project (of which the energy efficiency improvements are a part), is being completed along with construction and installation of the energy efficiency improvements. The City Council may consider a higher assessment portion if the applicant and property to be assessed have limited or no debt, or other circumstances justify such consideration.
- viii. A baseline energy audit acceptable to the City Manager, the lender and the PACE Program administrator to the energy project on the property shall be provided. After the energy project is completed, the contract shall provide for verification that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended.
- ix. For projects to be financed in an amount exceeding \$250,000: (i) a performance guarantee from the contractor to guarantee a savings to investment ratio greater than one and (ii) financial and other arrangements for ongoing measurements and verification of energy savings that meet standards approved in the resolution approving the contract.
- x. The development for which the energy project is a part must be one the City Council determines is appropriate for City involvement through the PACE Program.
- xi. The applicant owns the real property benefitting from the energy project or to be assessed under the PACE Program at the time of the resolution approving the special assessment contract.

6. Financing Terms.

Financing terms will be determined on contract and project specific basis. Interest rates on assessment installments, repayment periods, and the maximum amount of the PACE assessment shall be established by the resolution approving the contract in accordance with the limitations set by the commercial lender, the PACE Program administrator for the energy project and the property, and by any consent from the holder of any mortgage on the property.

7. Assessment Process.

The City Assessor shall complete the PACE Program assessment roll for the energy project and property, it shall be confirmed by the City Council as when it approves the contract. The PACE Program assessment will be billed to the record owner on the July and December tax bills. Payments of the amounts collected shall be made by City Treasurer to the commercial lender as specified in the contract approved by the City Council. Alternatively, as permitted by subsection 9(g)(iii) of Act 270, if provided in the contract, the owner may directly pay the commercial lender and collection for unpaid amount shall be made as provided in the contract.

If not paid when due, the City shall have the rights provided under and may collect the delinquent amounts in the same manner it collects other delinquent special assessments and as provided in section 13 of Act

270. Any amounts collected, except such penalties and interest as are paid to the County or the County Treasurer under state law applicable to delinquent special assessments, shall be paid to the commercial lender as provided in the contract.

8. Raising Capital.

The City shall not raise any capital. All financing shall be owner-arranged financing from a commercial lender. There shall be no bonds issued under the PACE Program.

9. Administration and Other Fees.

Record owners participating in the PACE Program shall pay the application fees provided above and shall pay administration and other program fees as negotiated and provided on a contract-by-contract basis. Administration fees may be charged as provided in the LAGM Program Report or by other administrators who may provide services pursuant to an amendment to this PACE Program. In addition, the City shall be reimbursed for all costs it incurs due to the PACE Program.

10. Marketing and Participant Education.

Marketing and participant education will be undertaken by the City Manager after contacts from interested persons who may learn of the PACE Program through the City's website or by other means, or by a PACE Program administrator such as Levin Energy Partners under the LAGM PACE Program. In addition, the City may market the program through its economic development partners such as The Right Place.

11. Debt Service Reserve Fund.

No debt service reserve fund will be needed because the City will not issue debt under the PACE Program.

12. Quality Assurance and Antifraud Measures.

Quality assurance and antifraud measure will be provided on a contract-by-contract basis in cooperation with the commercial lender, the energy project contractor(s), the PACE Program administrator, the record owner, and the City's legal counsel.

13. Intergovernmental Cooperation.

The City may join with other area local governments in the implementation of this PACE Program. This PACE Program may be amended to include the jurisdictions of other local governments, the City may join the PACE Programs established by other local governments, the City may administer PACE Programs established by other local governments, or the City may engage other local governments to administer this PACE Program.

EXHIBIT A

PACE SPECIAL ASSESSMENT CONTRACT

(_____, WYOMING, MICHIGAN PROJECT)

This PACE Special Assessment Contract (this **Contract**) is made as of _____, 202__, between the City of Wyoming, a Michigan municipal corporation, whose address is 1155 28th St SW, Wyoming, MI 49509 (**City**), _____, a _____, whose address is _____, _____, _____ (**Owner**), and _____, a _____, whose address is _____, _____, _____ (**Lender**).

RECITALS

- A. Pursuant to Act 270 and a resolution adopted by the City Council on May 15, 2017, City established a PACE Program as described in the PACE Program Report approved by that resolution and a form PACE special assessment contract.
- B. Act 270 and the PACE Program Report authorize City to enter a contract with a property owner and lender to impose a special assessment on the property to be benefitted by an energy projects in order to secure and provide for repayment of owner-arranged financing.
- C. Owner plans to undertake the Project, including the Improvements, on the Property which is commercial real property Owner owns within the District and Owner has a commitment from Lender to make the Loan to the Owner to pay costs of that Energy Project.
- D. To assist Lender in securing the Loan and its repayment, the parties desire that City specially assess the Property pursuant to this contract.

TERMS AND CONDITIONS

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

- 1. Definitions. Terms used in this Contract have meanings provided below. If not defined below and defined in Act 270, the definitions in Act 270 will apply. If not defined below or in Act 270, they shall have their ordinary meanings.
 - A. *Act 270* means the property assessed clean energy act, 2010 PA 270, MCL 460.931 *et seq.*
 - B. *Applicable Interest Rate* means the annual rate of interest specified in the Special Assessment Roll.
 - C. *Authorized Official* means the City Manager of City, or that individual's designee.
 - D. *City Code* means the Code of Ordinances, City of Wyoming, Michigan accessible at https://library.municode.com/mi/wyoming/codes/code_of_ordinances?nodeld=COORWYMI.
 - E. *Default* means any failure of Owner to fully comply with any term or condition of this contract that continues for 10 days or more after written notice of default has been given to the Owner by Lender or City.
 - F. *Default Rate* means the interest rate, fees, and penalties, applicable to delinquent special assessments under the City Code (*see, e.g.*, §66-16 setting a collection fee or 0.5% per month in addition to the Applicable Interest Rate and any other interest, penalties, fees, and costs) and applicable Michigan law (*see, e.g.*, the general property tax act, MCL 211.78a and 211.78g).
 - G. *Force majeure* means an event or circumstance beyond a party's reasonable control and for which that party could not reasonably prepare that does not result from that party's failure or negligence including (i) severe weather events such as tornados or blizzards, (ii) seismic events resulting in extensive structural damage, (iii) terrorist attacks, (iv) strikes suffered by persons other than the party claiming the force majeure, (v) government orders compelling the closing of a business or severely limiting business activities, (vi) extensive damage to transportation infrastructure, (vii) cyber-attacks, (viii) major disruptions in financial systems or markets, or (ix) or similar events or circumstances. A force majeure may be claimed only to the extent of its effect on the party claiming it and only for the time reasonably needed to address or overcome the event or circumstance.
 - H. *General property tax act* means the general property tax act, 1893 PA 206, MCL 211.1 *et seq.*
 - I. *Improvements* means the improvements described in Appendix E.
 - J. *LAGM* means Lean & Green Michigan, LLC, a Michigan limited liability company. [OMIT IF LAGM IS NOT INVOLVED.]
 - K. *Loan* means the loan made by Lender to Owner under the terms of the Loan Documents.
 - L. *Loan Documents* means the Financing Agreement, dated as of _____, 202__, between Owner and Lender, and this contract, including all their respective exhibits, appendices, and attachments.
 - M. *Owner* includes the Owner of the Property as identified in the preamble of this Contract and any grantees, successors, and permitted assigns or any persons claiming or having any right or interest in the Property from any transaction or other relationship with that initially identified owner.
 - N. *PACE Program* means the property assessed clean energy program implemented by City pursuant to Act 270 and the PACE Program Report.

O. *PACE Program Report* means the Revised PACE Program Report approved by the City Council on February 21, 2022.

P. *Payment Schedule* means the payment schedule attached as Appendix D.

Q. *Project* means the acquisition, construction and installation of the larger project described in Appendix E of which the Energy Efficiency Improvements are a part.

R. *Property* means the real property described in Appendix B.

S. *Special Assessment* means the special assessment levied under this Agreement.

T. *Special Assessment District* means the special assessment district established in section 2 that consists only of the Property.

U. *Special Assessment Roll* means the special assessment roll attached as Appendix C.

2. Special Assessment District. By signing this Contract, City and Owner create the PACE Special Assessment District for the Project and Improvements which district consists solely of the Property. By agreeing to creation of the Special Assessment District, Owner (i) consents to inclusion of the Property in the Special Assessment District, (ii) acknowledges and agrees that this is the only action City will take to establish the Special Assessment District, (iii) waives any rights under any applicable laws, rules, and regulations, including for example and without limitation, Act 270, 1962 PA 162 (MCL 211.741 *et seq.*), the City Charter of the City, and the City Code to any notices or hearings prior to establishing the Special Assessment District, (iv) agrees that all the Property and only the Property specially benefits from the Improvements, (v) agrees that no other process or procedure is required to establish the Special Assessment District, and (vi) waives any rights to contest, object to, or appeal the establishment of the Special Assessment District.

3. Special Assessment Roll. By signing this Contract, City confirms the PACE Special Assessment Roll for the Project and Improvements attached as Appendix C which levies the Special Assessment against the Property.

A. By signing this Contract, Owner (i) consents to confirmation of Special Assessment Roll, (ii) acknowledges and agrees that this is the only action City will take to consider and confirm the Special Assessment Roll, (iii) waives any rights under any applicable laws, rules, and regulations, including for example and without limitation, Act 270, 1962 PA 162 (MCL 211.741 *et seq.*), the City Charter of the City, and the City Code to any notices or hearings prior to confirming the Special Assessment Roll, (iv) agrees that all the Property and only the Property specially benefits from the Improvements, (v) agrees that no other process or procedure is required to confirm the Special Assessment Roll, and (vi) waives any rights to contest, object to, or appeal the Special Assessment Roll. **Owner, for itself and for all its grantees, assignees, successors, lessees, licensees, and any other person with a legal, equitable or possessory interest in the Property, EXPRESSLY AND IRREVOCABLY WAIVES ANY AND ALL CLAIMS CHALLENGING, CONTESTING, OBJECTING TO, OR APPEALING, AND DEFENSES TO, THE LEGALITY, VALIDITY, ENFORCEABILITY, AMOUNT, OR COLLECTABILITY OF THE SPECIAL ASSESSMENT.** After signing this Contract, no suit or action of any kind, including without limitation, any appeal to the Michigan Tax Tribunal, may be initiated or maintained for the purpose of contesting or enjoining the collection of the Special Assessment.

B. The Special Assessment is immediately effective upon the signing of this Contract by all the parties and the Special Assessment is immediately a lien against the Property in the full amount of the Special Assessment and any accrued interest, penalties, and any other amounts due under this Contract or because of the Special Assessment.

1. The lien will remain in effect until the entire Special Assessment, all interest, all penalties and all other amounts due under this Contract are paid in full. The lien runs with the Property and has the same priority and status as other property tax and special assessment liens. The lien will be released when the Special Assessment and all other amounts due under this Contract are paid in full to Lender and Lender provides City Lender's written notice of that payment in full.

2. Except as expressly provided by law, no judgment or decree shall destroy or impair this Special Assessment lien.

3. No failure of City or others to provide or failure of Owner to receive any notice whether or not required under any applicable law, rule, or regulation, including without limitation, the City Code ob by this Contract will invalidate the Special Assessment, the Special Assessment Roll, or the Special Assessment lien, nor shall it be a jurisdictional requirement to enforce the lien or any payment.

4. **Within 15 days after the date first written above, Lender shall record a copy of this Contract with the Kent County Register of Deeds and shall provide City a copy showing it was recorded and the date it was recorded.**

C. The Special Assessment is in the amount of \$_____ that includes the borrowed funds plus any administrator fees, origination fees, broker fees, legal fees, energy audit fees, travel expenses, loan

placement fees, capitalized interest, and any other costs for placing, originating or documenting the Loan. However, the Special Assessment and this Contract might or might not reflect all amounts Owner owes Lender and all obligations Owner has to Lender under the Loan and Loan Documents.

D. The Special Assessment shall be paid in 50 annual installments of principal plus accrued interest in accordance with the Payment Schedule. Lender will send bills for payments semi-annually at least 20 days before their due dates as stated in the Payment Schedule. Each installment payment must be paid directly to Lender on or before the date it is due.

E. The Special Assessment may be entirely paid in full at any time by payment of the outstanding principal plus accrued interest and any other amounts due under this Contract. Any payment before the last installment is due shall require 60 days' written notice to Lender. Any payment in full must be made to Lender. Lender must notify City in writing of any payment in full within 30 days of Lender's receipt of such payment. The full payment of the Special Assessment might or might not fulfill all Owner's obligations under the Loan and Loan Documents.

F. Within 30 days after receiving the notice from Lender of payment in full, City will record with the Kent County Register of Deeds a release of the Special Assessment Lien that includes a statement that payment was made in full. City will send a copy of the recorded release to Lender and to Owner.

4. Assignment of Payments. City assigns all installments and other amounts to be paid to City under this Contract to Lender. All payments must be made to Lender.

A. While all parties agree that this assignment can be made under Act 270 without Owner's consent, Owner consents to this assignment and agrees to timely make all payments of installments and other amounts due to be paid City under this Contract directly to Lender at the address in the United States that Lender provides for those payments. City will not accept any payments of any installment or other amounts due under this Contract.

B. Lender shall notify City in writing whenever an installment payment or other amount due under this Contract is not fully paid by its due date.

C. Unless otherwise notified by Lender as required by this section, City will conclusively presume that Owner has made all installment and other payments due under this Contract by their due dates. City has no obligation to inquire about those payments. However, within 5 business days of a written request from City, Lender shall provide City a written accounting of all payments made under this Contract including the amounts of those payments and the dates Lender received them.

5. Owner's Obligations.

A. Owner must complete the construction and installation of the Project, including the Improvements on the Property by no later than December 31, 202_.

1. That construction and installation must comply with all applicable laws, rules, and regulations, including those in the City Code, the Michigan Construction Codes, and this Contract including, without limitation, the PACE Program Eligibility Requirements listed in Appendix A.

2. Owner acknowledges and agrees that neither City nor Lender makes any representation, either express or implied, that Loan proceeds will be sufficient to pay the total costs of the Improvements.

3. If Loan proceeds are insufficient to pay the costs of the Improvements, Owner must nevertheless complete construction and installation of the Improvements as required under this Contract and pay that portion of the costs of the Improvements exceeding the Loan proceeds from other funds. Owner shall not be entitled to any reimbursement therefor from City or Lender, nor shall Owner be entitled to any abatement or diminution of the amount of the Special Assessment or any other amounts Owner may be required to pay under this Contract.

B. Within 30 days after Owner completes construction and installation of the Improvements (and in no case later than January 31, 202_), Owner shall file with City and Lender, a written statement from a qualified, independent third-party architect and/or engineer licensed to practice in Michigan attesting that the Improvements were properly completed and are operating as intended.

C. Not later than January 31, 2023, and each January 31 after that until the Special Assessment and all other amounts under this Contract are paid in full, Owner shall file with City and Lender details of energy usage in the Project for the preceding 12 months (ending the immediately preceding December 31) that demonstrate the energy savings from the Improvements meets or exceeds the estimates in _____ Commercial Energy Audit for the "_____" prepared by _____, dated _____, 202_, a copy of which was submitted to City as the basis for showing eligibility of the Improvements and the Loan for City's PACE Program.

D. Owner shall not sell, transfer, alienate or convey any of its interest in the Property without (i) giving written notice of the Special Assessment to the prospective grantee, assignee, lessee, licensee, or purchaser, any successors in interest, lessees, purchasers or assigns and (ii) making a copy of this Contract part of any purchase contract, sale contract, lease agreement, deed and any other contract or conveyancing

instrument. This Agreement shall be recorded against the real property constituting the Special Assessment Parcel by the PACE lender with the Register of Deeds of the County of Kent, State of Michigan.

E. During the term of this Contract, Owner must pay in full all real property taxes and assessments levied against the Property and any personal property taxes levied against personal property located on the Property on or before the date(s) on which they can no longer be paid without penalties or interest. Owner waives any rights it may have to pay any such taxes by installments even if such installment payments are available to other taxpayers in Wyoming, Michigan.

F. During the term of this Contract, Owner must pay in full all rates, fees, charges, and other amounts due for City water, sanitary sewer, or storm water services to the Property on or before the date(s) on which they can no longer be paid without penalties or interest. Owner waives any rights it may have to pay any such amounts in installments even if such installment payments are available to other recipients of city services in Wyoming, Michigan.

G. Owner must pay on or before the date they are due in accordance with the Payment Schedule all installments of the Special Assessment and any other amounts due under this Contract.

6. Lender's Obligations.

A. Lender must properly register to conduct its business in Michigan and comply with any requirements to maintain that status.

B. Lender must pay any amounts it owes City for any reason (the parties currently know of no such obligations) on or before the date(s) on which they can no longer be paid without penalties or interest and must comply with any other obligations it has to City (the parties currently know of none other than those under this Contract).

C. Lender shall release the Loan proceeds to Owner in accordance with standard construction lending practices necessitating Owner attestations that the portions of the Improvements to be paid for with the portion of the Loan proceeds to be paid have been properly completed, waivers of liens, and such other measures are as customarily used in construction lending.

7. Owner Payment Default. If Owner fails to pay any Special Assessment installment on the date it is due in accordance with the Payment Schedule or Owner fails to make another payment to Lender due under this Contract on the date it was due to be paid:

A. Lender must provide notice to Owner as provided in the Loan Documents. Lender must also provide City a copy of that notice.

B. Within 30 days of the date on which the Owner's payment to Lender was due, Lender must notify City in writing stating all the following: (i) that a payment Default has occurred under this Contract, (ii) the date(s) on which that payment Default occurred, (iii) the amount(s) and type(s) of the Special Assessment installment and/or other payment that was due and payable as of those dates and which remains unpaid, (iv) the current outstanding principal balance of the Special Assessment, any accrued interest, and all penalties, fees and other amounts due, and (v) an attestation by an authorized officer of Lender that the statements contained in the notice are true, correct, and complete as of the date of such notice.

C. To the extent it may do so under applicable law, after receiving that notice from Lender, City will take the following actions:

1. City will send notice to Owner that it received the notice from Lender of a payment Default and provide Owner a copy of the notice from Lender.

2. City will add to the amount to be collected from Owner (*i.e.*, principal, plus interest, plus any penalties or other amounts due) a collection fee of 0.5% per month beginning on the first day of the month subsequent to the month in which the unpaid amount was due and add 0.5% on the first day of each month thereafter that the delinquent amount is not paid in full.

3. City will send Owner notice of the full amount to be paid.

4. If Owner fails to pay the full amount due, City will add the full amount to be collected (*i.e.*, the total amount reflected in subsection 7.C.2 including the collection fee) to the next summer or winter property tax bill to which it can be added consistent with printing and other schedules. Owner waives any rights it may have to pay any such amounts in installments even if such installment payments are available to other recipients of city services in Wyoming, Michigan.

5. The Applicable Interest Rate and collection fee will continue to accrue on the unpaid balance even after the tax bill is printed and sent. That added interest and collection fee will be added to the next Special Assessment installment.

6. If the amount billed on the property tax bill is not paid in full by the date on which taxes can no longer be paid without penalties and interest, the amount billed on the property tax bill shall accrued penalties and interest in the same amounts as ad valorem property taxes under the City Charter, City Code and the general property tax act. Owner waives any rights it may have to pay any such amounts

in installments even if such installment payments are available to other recipients of city services in Wyoming, Michigan.

7. If the amount billed on the property tax bill and any penalties and interest on that amount is not paid in full by the date on which delinquent property taxes are to be turned over to Kent County, City shall turn that amount over to Kent County for collection and, if eligible and available, receive from the Kent County delinquent tax revolving fund amounts paid to local units of government for delinquent special assessments. Owner waives any rights it may have to pay any such amounts in installments even if such installment payments are available to other recipients of city services in Wyoming, Michigan.

D. Within 45 days of its receipt, City will pay to Lender amounts City receives under subsection 7.D. City shall no obligation to pay Lender any other amounts.

E. Interest, penalties, fees or other charges imposed upon the Property by Kent County or the State of Michigan for administration, billing, collection or enforcement of the Special Assessment or any installment or other amount to be collected under this Contract shall not be payable to Lender except to the extent it is payable to City.

F. If the Property is sold at a tax sale due to nonpayment of the Special Assessment or any other amounts for which it may be sold at tax sale and the amount received from that tax sale is insufficient to reimburse the Kent County delinquent tax revolving fund or pay the full amounts due all parties of interest in the property at the tax sale, Lender shall pay to City any amount City is obligated to pay Kent County due to such deficiency. Lender shall make the payment to City before the date on which City is obligated to pay it to Kent County.

G. Lender may, but is not obligated to, exercise any rights Lender may have to purchase the Property at a tax sale. Owner shall be obligated to pay Lender any costs Lender incurs in doing so in addition any other amounts Owner owes Lender under the Loan Documents or this Contract.

H. City may, but is not obligated to, exercise any rights City may have to acquire the Property prior to, at or after a tax sale. City and Lender may collaborate and cooperate in the City's exercise of any such rights City may have. If City exercises such rights in collaboration and cooperation with Lender, Lender shall pay all costs City incurs in, as a result of, or incidental to the exercise of those rights. Owner shall be obligated to pay Lender any costs Lender incurs in doing so in addition any other amounts Owner owes Lender under the Loan Documents or this Contract.

€ I. If the Kent County Treasurer takes ownership of the Property by operation of law, the parties acknowledge that the Special Assessment lien may be extinguished. However, the extinguishment of that lien shall not diminish any obligations Owner has to pay to Lender any and all amounts due under the Loan Documents or this Contract.

J. Lender acknowledges that neither the Special Assessment nor any installment thereon can be accelerated.

K. Owner may have additional obligations to Lender under the Loan Documents for a payment Default.

8. Other Owner Default.

A. All parties acknowledge that legal remedies are insufficient to enable City and Lender comply with Act 270 and other applicable law. All parties acknowledge that equitable remedies are appropriate. (This subsection also applies to the remedies provided in sections 9 and 10.)

B. If Owner fails to perform any Owner obligation under this Contract other than a payment obligation as addressed in section 7, including for example and not for limitation, obligations under subsection 5.A through 5.F of this Contract, City and/or Lender may after 10 days' written notice to Owner, seek specific performance of such Owner obligation in a court of competent jurisdiction and/or to recover from Owner any damages City and/or Lender incur due to Owners fail to perform that obligation. If City or Lender do so, City or Lender may recover all costs either or both incur in doing so including all actual costs to investigate, bring, or maintain any such claim from its first inception through all appellate and collection proceedings. Such cost may include for example and not for limitation, accounting fees, filing fees, expert expenses, attorney fees, discovery costs, and any other costs or amounts incurred.

C. Owner may have additional obligations to Lender under the Loan Documents for a Default.

9. City Default. If City fails to perform any City obligation in this Contract and does not cure or in good faith undertake curing that default within 60 days after written notice from Owner or Lender, Owner or the Lender, as the case may be, may seek specific performance from a court of competent jurisdiction. But neither Owner nor Lender have a right to recover money damages against City, including any costs or fees (including attorneys' fees) incurred by Owner or Lender in enforcing or attempting to enforce this Contract. Neither occurrence of a City default nor the institution of any proceeding or the exercise of any remedy upon the occurrence of a City default negates or diminishes Owner's obligations to pay the installments of the Special Assessment and all other amounts due under this Contract.

10. Lender Default.

A. If Lender fails to perform any Lender obligation to City this Contract and does not cure or in good faith undertake curing that default within 30 days after written notice from City to Lender, City may seek specific performance or damages incurred by City due to Lender's default in a court of competent jurisdiction. If City does so, City may recover all costs City incurs in doing so including all actual costs to investigate, bring, or maintain any such claim from its first inception through all appellate and collection proceedings. Such cost may include for example and not for limitation, accounting fees, filing fees, expert expenses, attorney fees, discovery costs, and any other costs or amounts incurred.

B. If Lender fails to perform any obligation Lender has to Owner under this Contract or the Loan Documents, Owner shall have such remedies against Lender as are available under the Loan Documents.

11. Owner's Representations and Promises. Owner represents and promises to City and Lender that:

A. Owner is duly organized and validly existing as a limited liability company in good standing under the laws of Michigan, with power under the laws of Michigan to carry on its business as now being conducted and is duly qualified to do business in Michigan.

B. As of the date of this Contract, Owner sole and exclusive legal and equitable title owner of fee simple title to the Property except only for a first mortgage and the first mortgage has consented to the Special Assessment.

C. Owner has the power and authority to own the Property and complete the Project and the Improvements.

D. Owner has taken all actions needed to make this Contract valid and binding on Owner according to its terms.

E. Signing and delivery of this Contract will not violate any provision of Owner's articles of organization or operating agreement, or any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which Owner is a party and by which Owner is bound, or to which Owner or any of Owner's assets are subject.

F. Owner represents and promises that any contractual, legal or other disputes between it and the Lender--other than matters specifically related to enforcement of property tax obligations--or the contractor involved in the Improvements, do not involve City. Owner agrees to defend and hold City, City's officers, employees, and agents, including but not limited to LAGM, harmless from any such disputes or causes of action as well as any other cost or liability incurred by City as a result of Owner's participation in the PACE Program in City, with the sole exception being disputes or liability caused solely by City's wrongful intentional actions or inactions.

G. Owner, the Property, and the Improvements satisfy all PACE Program eligibility and program requirements set forth in Appendix A.

12. Lender's Representations and Promises. Lender represents and warrants to City that:

A. Lender has experience in the market for property assessed clean energy programs and assessments and is capable of evaluating the merits and risks of participating in the financing under this Contract.

B. Lender has made its own independent investigation and evaluation of Owner, the terms of this Contract, the nature of the Special Assessment, and procedures for the collection and enforcement of the Special Assessment, and is not relying on City, or City's officer, employees, agents, or attorneys for any of such information, investigation, or evaluation. Lender has not received, and is not relying on, any representations of City with respect to Owner.

C. Lender warrants and agrees that any contractual, legal or other disputes between it and Owner, except than matters specifically related to enforcement of the Special Assessment, do not involve City, and Lender agrees to hold City and City's officers, employees, and agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

D. Lender knows of no facts or circumstances that would invalidate the Special Assessment and knows of no facts or circumstances indicating there is any failure to meet the PACE Program eligibility requirements stated in Appendix A.

13. City's Representations and Promises. City represents and warrants to Lender that, as of the date of this Contract:

A. The signing and delivery of this Contract has been duly authorized by City and constitutes a valid and binding agreement of City, enforceable against City in accordance with its terms.

B. To the best of the actual knowledge of the Authorized Official, neither the execution and delivery of this Contract nor its implementation violates any provision of any existing law, ordinance, rule, resolution or regulation to which City is subject, or any agreement to which City is a party or by which City is bound, or any order or decree of any court or governmental entity by which City is subject.

C. City is unaware of any delinquent taxes, special assessments, or water or sewer charges on the assessed Property or any delinquent PACE assessments on the assessed property.

14. No City Risk.

A. City will not provide any financing for the Project or the Improvements and has no other financial obligations under this Contract. Except as expressly provided in this Contract, City has no obligations to Owner or Lender in case of a Default by Owner.

B. Owner holds City (City is defined for purposes of this section to also include City's officers, employees, and agents) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to City) against, all demands, claims, lawsuits, administrative actions, judgments, awards, orders, damages, costs, penalties, fines, charges, or other amounts City may face, incur, or encounter because of (i) any intentional, reckless, careless, grossly negligent, or negligent, act, omission, or error of Owner or Owner's members, officers, employees, contractors, or agents, or (ii) any failure of Owner or Owner's members, officers, employees, contractors, or agents to comply with any term in this Contract.

C. Lender holds City (City is defined for purposes of this section to also include City's officers, employees, and agents) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to City) against, all demands, claims, lawsuits, investigations, administrative actions, judgments, awards, orders, damages, costs, penalties, fines, charges, or other amounts City may face, incur, or encounter because of (i) any intentional, reckless, careless, grossly negligent, or negligent, act, omission, or error of Lender or Lender's members, officers, employees, contractors, or agents, or (ii) any failure of Lender or Lender's members, officers, employees, contractors, or agents to comply with any term in this Contract.

D. The obligations of Owner and Lender under subsections 14.B and 14.C do not include any liability or obligation City may have due entirely to intentional acts of wrongdoing by City or City's officers, employees, or agents.

E. City shall promptly notify Owner and Lender of any claim, demand, investigation, proceeding or other circumstance that may result in Owner's or Lender's obligation to defend or indemnify City under subsections 14.B and 14.C and City shall cooperate in the investigation and defense or any such circumstance, proceeding, etc.

C. Notwithstanding the foregoing, the parties hereto acknowledge and agree that City shall not be obligated to institute any of the actions or proceedings or to exercise any of the remedies authorized by this Section 7.02 upon the occurrence of an Event of Default hereunder, and that its obligations with respect to the billing, collection and enforcement of the Special Assessment or any installment thereon shall be limited to those obligations set forth in Article IV of this Agreement.

15. Invalidity; Cure.

A. If the Special Assessment is determined by any official, body, or court of competent jurisdiction to be invalid, City shall cooperate with Lender to take such actions as may be needed to make the Special Assessment valid or to impose a new special assessment in accordance with Act 270. Lender shall pay to City all cost incurred by City to do so.

B. Owner waives any objections to and agrees to the imposition of such new special assessment; *provided, however*, that the amount of the new special assessment shall not exceed the unpaid principal amount of the Loan at the time the new special assessment shall be established.

C. The invalidity of the Special Assessment will not affect any obligations Owner has to Lender under the Loan Documents.

16. Term. Except as otherwise provided in this Contract, it shall take effect on the date first written above and shall terminate at such time as the Special Assessment, including all interest, penalties, fees and other amounts due under this Contract, has been paid in full and all other obligations of this Contract have been fulfilled.

17. Assignment. Except as expressly provided in this Contract, no party may convey, transfer, or assign any of its rights, duties or obligations under this Contract without the prior, written consent of all other parties. City will not consent to any conveyance, transfer, or assignment to any individual or entity that is in default to City or that cannot reasonably demonstrate its capability of fulfilling the duties and obligations of the party making the conveyance, transfer, or assignment.

18. Beneficiaries. Only the parties are intended to benefit from this Contract. No other individual or entity may make any claim under or as a result of this Contract.

19. Waiver. Failure of any party to act upon discovery of a default or breach of this Contract or to act upon the existence of a default under or breach of this Contract shall not waive the right to pursue any remedies provided for that or another default or breach.

20. Force Majeure. No party will be liable for the failure to perform its obligations under this Contract if that failure to perform is due to Force Majeure. That failure to perform will be excused (i) only for the period during which the event giving rise to said failure to perform exists, and (ii) only if the party seeking to take advantage of this section notifies all other parties in writing as soon as reasonably practical about the event,

preferably before the failure to meet an obligation occurs, but in no case later than 10 business days after the occurrence of that event.

21. Notices. All notices, certificates or communications required by this Contract shall be in writing and shall be delivered by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, (iii) by UPS, FedEx, or similar delivery service that provides verification of delivery, or (iv) if acknowledged by the recipient, by e-mail addressed to the respective parties as follows, or to such other address as such party may specify by written notice to the other parties:

If to City:

City Manager
City of Wyoming
1155 28th St SW
Wyoming, MI 49509-0905
With copies to:
City Clerk
City of Wyoming
1155 28th St SW
Wyoming, MI 49509-0905
and
City Attorney
City of Wyoming
1155 28th St SW
Wyoming, MI 49509-0905

If to Lender:

_____, __ _

Attn: _____

With a copy to:

_____, __ _

Attn: _____

If to Owner:

_____, __ _

Attn: _____

Copies of all notices must also be delivered to: Program Administrator of the Loan (perhaps, Lean and Green Michigan, LLC, PO Box 7035, Detroit, MI 48207-9998).

22. Applicable Law and Venue. This Contract regards property located in Kent County, Michigan, and the parties agree that this Contract was made pursuant to, is to be interpreted under, and is to be governed by Michigan law. The jurisdiction and venue for any action brought pursuant to or to enforce any term of this Contract shall be solely in the state courts in Kent County, Michigan or before any Michigan state agency of sole or exclusive jurisdiction.

23. Cooperation. Each party must take all actions required of it by this Contract as expeditiously as reasonably possible and must fully cooperate with the other parties. Each party must exercise reasonable diligence in reviewing, approving, signing, and delivering all documents necessary to accomplish the purposes of this Contract. Each party must use its reasonable best efforts to assist each other party in the discharge of its obligations under this Contract.

24. General Terms.

A. Except for the Loan Documents, this Contract is the entire agreement among the parties or between any two of the parties regarding its subject matter. Except for the Loan Documents, there are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, between or among the parties.

B. This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

C. The captions and headings are only for convenience and reference and shall not affect the interpretation of this Contract. However, the Recitals are an integral part of this Contract.

D. This Contract may not be amended or modified except in writing signed by all parties. Any modification or amendment will require the prior approval of the City Council of the City.

E. No waiver of any term of this Contract shall be binding upon any party until that waiver is reduced to writing, signed by the party to be charged with that waiver, and delivered to all parties and to LAGM.

F. All parties had the advice of legal counsel before signing this Contract and all agree it should be interpreted as if mutually drafted.

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

CITY:
CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Approved as to form:

Scott G. Smith, City Attorney
OWNER:

By: _____
_____, _____

LENDER:

By: _____
_____, _____

STATE OF MICHIGAN
COUNTY OF KENT
Acknowledged before me on _____, 2022,
by Jack A. Poll and Kelli A. Vandenberg, known to
me as the Mayor and City Clerk, respectively, of the
City of Wyoming, Michigan.

_____, Notary Public
Kent County, Michigan
Acting in Kent County, Michigan
My commission expires: _____

STATE OF MICHIGAN
COUNTY OF KENT
Acknowledged before me on _____, 202__,
by _____, known to me as the _____ of
_____.

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

STATE OF _____
COUNTY OF _____
Acknowledged before me on _____, 202__,
by _____, known to me as the
_____ of _____

_____, Notary Public
_____ County, _____
Acting in _____ County, _____
My commission expires: _____

No state or county transfer taxes are due because no interest is conveyed by this document.

Drafted by:
Scott G. Smith
Wyoming City Attorney
1155 28th Street SW
Wyoming, MI 49509-0905

When recorded, return to:
Kelli A. Vandenberg
Wyoming City Clerk
1155 28th Street SW
Wyoming, MI 49509-0905

APPENDICES:

- APPENDIX A: PROGRAM ELIGIBILITY REQUIREMENTS
- APPENDIX B: PROPERTY DESCRIPTION
- APPENDIX C: SPECIAL ASSESSMENT ROLL
- APPENDIX D: PAYMENT SCHEDULE
- APPENDIX E: DESCRIPTION OF PROJECT AND IMPROVEMENTS
- APPENDIX F: PACE PROGRAM APPLICATION
- APPENDIX G: LENDER CONSENT

APPENDIX A

PROGRAM ELIGIBILITY CHECKLIST

1. The property benefitting from the energy project must be commercial or industrial real property within the City. Multi-family residential property is commercial property.
2. There are no delinquent real property taxes or special assessments levied against the real property benefitting from the energy project or to be assessed under the PACE Program, no delinquent or water or sanitary sewer rates, fees, or charges for services to that real property, and not delinquent personal property taxes for personal property located on that real property. , This includes *ad valorem* taxes, industrial facilities taxes, commercial facilities taxes or any other taxes levied due to an abatement of or exemption from *ad valorem* taxes.
3. The record owner or other proposed PACE Program participant has not failed to pay any assessment under a PACE Program and there are no delinquent PACE Program assessments levied against the real property benefitting from the energy project or to be assessed under the application.
4. The record owner or other proposed PACE Program participant (or any affiliated person) does not own or occupy any other real property in the City which has delinquent real property taxes or special assessments, delinquent or water or sanitary sewer rates, fees or charges for services to that real property, or delinquent personal property taxes for personal property located on that real property.
5. If the property to be assessed under the PACE Program is subject to a mortgage, the mortgage holder has consented in writing to the PACE Program assessment.
6. The proposed term of the assessment shall not exceed the shorter of 25 years or the useful life of the energy project. Projects involving multiple energy efficiency improvements may aggregate the useful life of each improvement to determine an overall useful life figure for financing purposes. In aggregating the improvements, the property owner must appropriately weigh each improvement's dollar cost.
7. The proposed PACE Program assessment may not exceed 50% the assessed value of the property. For new construction, the proposed PACE Program assessment may not exceed 50% the assessed value of the property upon the project's completion and the special assessment contract must ensure that the Lender will not release the loan funds except in a normal construction financing process whereby there are (i) assurances the energy efficiency improvements have been properly installed, (ii) there are waivers of contractors' and suppliers' liens, (iii) and there are requirements that the entire project (of which the energy efficiency improvements are a part), is being completed along with construction and installation of the energy efficiency improvements. The City Council may consider a higher assessment portion if the applicant and property to be assessed have limited or no debt, or other circumstances justify such consideration.
8. A baseline energy audit acceptable to the City Manager, the lender, and the PACE Program administrator to the energy project on the property shall be provided. After the energy project is completed, the special assessment contract shall provide for verification that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended.
9. For projects to be financed in an amount exceeding \$250,000: (i) a performance guarantee from the contractor to guarantee a savings to investment ratio greater than one and (ii) financial and other arrangements for ongoing measurements and verification of energy savings that meet standards approved in the resolution approving the contract.
10. The development for which the energy project is a part must be one the City Council determines is appropriate for City involvement through the PACE Program.
11. The applicant owns the real property benefitting from the energy project or to be assessed under the PACE Program at the time of the resolution approving the Special Assessment Contract.

APPENDIX B

PROPERTY AND DISTRICT DESCRIPTION

Parcel

Number:

Address:

Legal Description:

APPENDIX C

SPECIAL ASSESSMENT ROLL

PACE Project Special Assessment

Parcel Number(s): [_____]

Address: [_____]

Owner: Reserve Flats, LLC

Assessment: [_____]

I certify that the above is the special assessment role created for the PACE project referenced in this document in the applicable county, city, village, or applicable entity, in the State of Michigan, subject to payment of the special assessment as outlined in Appendix C of this document.

By: Scott Engerson, Wyoming City Assessor

Date: February __, 2022

APPENDIX D
PAYMENT SCHEDULE

APPENDIX E

DESCRIPTION OF IMPROVEMENTS

DESCRIPTION OF THE _____ PROJECT

APPENDIX F

PACE Program Application

RESOLUTION NO. _____

RESOLUTION TO APPROVE A PACE SPECIAL ASSESSMENT CONTRACT FOR RESERVE
FLATS PROJECT AND AUTHORIZE THE MAYOR AND CITY CLERK
TO SIGN THE AGREEMENT

WHEREAS:

1. At its meeting of May 15, 2017, the City Council adopted a resolution establishing a PACE (property assessed clean energy) Program for the City pursuant to 2010 PA 270, MCL 460.931 *et seq.*
2. Earlier in this meeting, the City Council adopted a resolution approving an amended PACE Program Report.
3. Financing energy projects is a valid public purpose.
4. Reserve Flats, LLC applied for a PACE Program special assessment under privately arranged financing that is secured in part by a special assessment levied against the property on which the energy improvements are made.
5. PACE Program special assessments involve no use of City funds and City funds are not at risk.

NOW, THEREFORE, BE IT RESOLVED:

1. The PACE Special Assessment Contract dated as of February 22, 2022, among the City, Reserve Flats, LLC, and SSHCOF III PACE Wyoming, LLC is approved in the form attached as Exhibit A. The Mayor and City Clerk are authorized and directed to sign it on behalf of the City. All City officers are authorized and directed to implement that agreement.
2. All resolutions and parts of resolutions are, to the extent conflict with this resolution, 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 session held on February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: February 16, 2022
Subject: PACE Program Amendment and PACE Special Assessment Contract
From: Scott Smith, City Attorney
Meeting Date: February 21, 2022

In May 2017, the Council approved a PACE program under the property assessed clean energy act, 2010 PA 270, MCL 460.931 *et seq.* Essentially, a PACE program allows a property owner to seek a private loan for a clean energy project and the lender can enter into an agreement with the property owner and the city to specially assess the amount of the loan against the property on which the improvements are being made. The only involvement the city has is to levy the assessment unless there is a default and then the special assessment is turned over on the delinquent tax roll just as other special assessments. No public funds are involved. PACE energy improvements include projects such as: insulation, storm windows and doors, HVAC improvements, weather-sealing, improved lighting fixtures, etc.

Importantly, no city funds are used in such financing and city funds are not at risk in such financing. The financing is privately arranged, and payments are made directly to the private lender. The city would be involved only if the property owner failed to make the payments. The city would simply handle such a default in the same manner as for a failure to pay any other special assessment, essentially placing the delinquent payment on the tax roll.

A local government that implements a PACE program must have a PACE program report that sets out that local government's program requirements consistent with Act 270. Wyoming's program includes two requirements that are difficult for some, especially for new construction. One requirement is that the term of the special assessment not exceed the lesser useful life of the improvements or 25 years. It can be read to require preclude the use of the average or aggregate useful life of the combined energy efficient improvements. Secondly, the city's program currently requires that the total amount of the assessment not exceed 50% of the property's assessed value, essentially 25% of its market value. While that may work for renovation projects, that can be a difficult requirement for new construction. Instead, it would be more useful if modified to allow the total loan amount to not exceed 50% of the property assessed value of the time the project is completed.

The first resolution approving the Amended PACE Program Report would modify the city's program in that manner.

A second resolution would approve the PACE Special Assessment Contract for the Reserve Flats project now being constructed by a Granger Group entity on its property along Wilson Ave SW in the city.

EXHIBIT A
PACE SPECIAL ASSESSMENT CONTRACT
(THE FLATS AT THE RESERVE, WYOMING, MICHIGAN PROJECT)

This PACE Special Assessment Contract (this **Contract**) is made as of February 22, 2022, between the City of Wyoming, a Michigan municipal corporation, whose address is 1155 28th St SW, Wyoming, MI 49509 (**City**), Reserve Flats, LLC, a Michigan limited liability company, whose address is 2380 Health Dr SW, Ste 210, Wyoming, MI 49519 (**Owner**), and SSHCOF III PACE Wyoming, LLC, a Georgia limited liability company, whose address is 3500 Lenox Rd, Ste 625, Atlanta, GA 30326 (**Lender**).

RECITALS

- A. Pursuant to Act 270 and a resolution adopted by the City Council on May 15, 2017, City established a PACE Program as described in the PACE Program Report approved by that resolution and a form PACE special assessment contract.
- B. Act 270 and the PACE Program Report authorize City to enter a contract with a property owner and lender to impose a special assessment on the property to be benefitted by an energy project in order to secure and provide for repayment of owner-arranged financing.
- C. Owner plans to undertake the Project, including the Improvements, on the Property which is commercial real property Owner owns within the District and Owner has a commitment from Lender to make the Loan to the Owner to pay costs of that Energy Project.
- D. To assist Lender in securing the Loan and its repayment, the parties desire that City specially assess the Property pursuant to this contract.

TERMS AND CONDITIONS

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

1. **Definitions.** Terms used in this Contract have meanings provided below. If not defined below and defined in Act 270, the definitions in Act 270 will apply. If not defined below or in Act 270, they shall have their ordinary meanings.

- A. *Act 270* means the property assessed clean energy act, 2010 PA 270, MCL 460.931 *et seq.*
- B. *Applicable Interest Rate* means the annual rate of interest specified in the Special Assessment Roll.
- C. *Authorized Official* means the City Manager of City, or that individual's designee.
- D. *City Code* means the Code of Ordinances, City of Wyoming, Michigan accessible at https://library.municode.com/mi/wyoming/codes/code_of_ordinances?nodeId=COORWYMI.
- E. *Default* means any failure of Owner to fully comply with any term or condition of this Contract that continues for 10 days or more after written notice of default has been given to the Owner by Lender or City.
- F. *Default Rate* means the interest rate, fees, and penalties, applicable to delinquent special assessments under the City Code (*see, e.g.*, §66-16 setting a collection fee or 0.5% per month in addition to the Applicable Interest Rate and any other interest, penalties, fees, and costs) and applicable Michigan law (*see, e.g.*, the general property tax act, MCL 211.78a and 211.78g).
- G. *Force majeure* means an event or circumstance beyond a party's reasonable control and for which that party could not reasonably prepare that does not result from that party's failure or negligence including (i) severe weather events such as tornados or blizzards, (ii) seismic events resulting in extensive structural damage, (iii) terrorist attacks, (iv) strikes suffered by persons other than the party claiming the force majeure, (v) government orders compelling the closing of a business or severely limiting business activities, (vi) extensive damage to transportation infrastructure, (vii) cyber-attacks, (viii) major disruptions in financial systems or markets, or (ix) or similar events or circumstances. A force majeure may be claimed only to the extent of its effect on the party claiming it and only for the time reasonably needed to address or overcome the event or circumstance.
- H. *General property tax act* means the general property tax act, 1893 PA 206, MCL 211.1 *et seq.*

- I. *Improvements* means the improvements described in Appendix E.
- J. *LAGM* means Lean & Green Michigan, LLC, a Michigan limited liability company.
- K. *Loan* means the loan made by Lender to Owner under the terms of the Loan Documents.
- L. *Loan Documents* means (i) the Financing Agreement, dated as of the date hereof, between Owner and Lender, (ii) the Disbursing Agreement, dated as of the date hereof, between Owner and Lender, (iii) the Unlimited Guaranty, dated as of the date hereof, between Gary L. Granger and Lender, (iv) the Promissory Note, dated as of the date hereof, by Owner in favor of Lender, (v) the Savings Guarantee, dated as of the date hereof, between Owner and [_____], and (vi) this Contract, including all their respective exhibits, appendices, and attachments.
- M. *Owner* includes the Owner of the Property as identified in the preamble of this Contract and any grantees, successors, and permitted assigns or any persons claiming or having any right or interest in the Property from any transaction or other relationship with that initially identified owner.
- N. *PACE Program* means the property assessed clean energy program implemented by City pursuant to Act 270 and the PACE Program Report.
- O. *PACE Program Report* means the Revised PACE Program Report approved by the City Council on February 21, 2022.
- P. *Payment Schedule* means the payment schedule attached as Appendix D.
- Q. *Project* means the acquisition, construction and installation of the larger project described in Appendix E of which the Energy Efficiency Improvements are a part.
- R. *Property* means the real property described in Appendix B.
- S. *Special Assessment* means the special assessment levied under this Agreement.
- T. *Special Assessment District* means the special assessment district established in section 2 that consists only of the Property.
- U. *Special Assessment Roll* means the special assessment roll attached as Appendix C.
2. Special Assessment District. By signing this Contract, City and Owner create the PACE Special Assessment District for the Project and Improvements which district consists solely of the Property. By agreeing to creation of the Special Assessment District, Owner (i) consents to inclusion of the Property in the Special Assessment District, (ii) acknowledges and agrees that this is the only action City will take to establish the Special Assessment District, (iii) waives any rights under any applicable laws, rules, and regulations, including for example and without limitation, Act 270, 1962 PA 162 (MCL 211.741 *et seq.*), the City Charter of the City, and the City Code to any notices or hearings prior to establishing the Special Assessment District, (iv) agrees that all the Property and only the Property specially benefits from the Improvements, (v) agrees that no other process or procedure is required to establish the Special Assessment District, and (vi) waives any rights to contest, object to, or appeal the establishment of the Special Assessment District.
3. Special Assessment Roll. By signing this Contract, City confirms the PACE Special Assessment Roll for the Project and Improvements attached as Appendix C which levies the Special Assessment against the Property.
- A. By signing this Contract, Owner (i) consents to confirmation of Special Assessment Roll, (ii) acknowledges and agrees that this is the only action City will take to consider and confirm the Special Assessment Roll, (iii) waives any rights under any applicable laws, rules, and regulations, including for example and without limitation, Act 270, 1962 PA 162 (MCL 211.741 *et seq.*), the City Charter of the City, and the City Code to any notices or hearings prior to confirming the Special Assessment Roll, (iv) agrees that all the Property and only the Property specially benefits from the Improvements, (v) agrees that no other process or procedure is required to confirm the Special Assessment Roll, and (vi) waives any rights to contest, object to, or appeal the Special Assessment Roll. **Owner, for itself and for all its grantees, assignees, successors, lessees, licensees, and any other person with a legal, equitable or possessory interest in the Property, EXPRESSLY AND IRREVOCABLY WAIVES ANY AND ALL**

CLAIMS CHALLENGING, CONTESTING, OBJECTING TO, OR APPEALING, AND DEFENSES TO, THE LEGALITY, VALIDITY, ENFORCEABILITY, AMOUNT, OR COLLECTABILITY OF THE SPECIAL ASSESSMENT. After signing this Contract, no suit or action of any kind, including without limitation, any appeal to the Michigan Tax Tribunal, may be initiated or maintained for the purpose of contesting or enjoining the collection of the Special Assessment.

B. The Special Assessment is immediately effective upon the signing of this Contract by all the parties and the Special Assessment is immediately a lien against the Property in the full amount of the Special Assessment and any accrued interest, penalties, and any other amounts due under this Contract or because of the Special Assessment.

1. The lien will remain in effect until the entire Special Assessment, all interest, all penalties and all other amounts due under this Contract are paid in full. The lien runs with the Property and has the same priority and status as other property tax and special assessment liens. The lien will be released when the Special Assessment and all other amounts due under this Contract are paid in full to Lender and Lender provides City Lender's written notice of that payment in full.

2. Except as expressly provided by law, no judgment or decree shall destroy or impair this Special Assessment lien.

3. No failure of City or others to provide or failure of Owner to receive any notice whether or not required under any applicable law, rule, or regulation, including without limitation, the City Code or by this Contract will invalidate the Special Assessment, the Special Assessment Roll, or the Special Assessment lien, nor shall it be a jurisdictional requirement to enforce the lien or any payment.

4. **Within 15 days after the date first written above, Lender shall record a copy of this Contract with the Kent County Register of Deeds and shall provide City a copy showing it was recorded and the date it was recorded.**

C. The Special Assessment is in the amount of \$6,333,113.75 that includes the borrowed funds plus any administrator fees, origination fees, broker fees, legal fees, energy audit fees, travel expenses, loan placement fees, capitalized interest, and any other costs for placing, originating or documenting the Loan. However, the Special Assessment and this Contract might or might not reflect all amounts Owner owes Lender and all obligations Owner has to Lender under the Loan and Loan Documents.

D. The Special Assessment shall be paid in 25 annual installments of principal plus accrued interest in accordance with the Payment Schedule. Lender will send bills for payments semi-annually at least 20 days before their due dates as stated in the Payment Schedule. Each installment payment must be paid directly to Lender on or before the date it is due.

E. The Special Assessment may be entirely paid in full at any time by payment of the outstanding principal plus accrued interest and any other amounts due under this Contract and the other Loan Documents. Any payment before the last installment is due shall require 60 days' written notice to Lender. Any payment in full must be made to Lender. Lender must notify City in writing of any payment in full within 30 days of Lender's receipt of such payment. The full payment of the Special Assessment might or might not fulfill all Owner's obligations under the Loan and Loan Documents.

F. Within 30 days after receiving the notice from Lender of payment in full, City will record with the Kent County Register of Deeds a release of the Special Assessment Lien that includes a statement that payment was made in full. City will send a copy of the recorded release to Lender and to Owner.

4. Assignment of Payments. City assigns all installments and other amounts to be paid to City under this Contract to Lender. All payments must be made to Lender.

A. While all parties agree that this assignment can be made under Act 270 without Owner's consent, Owner consents to this assignment and agrees to timely make all payments of installments and other amounts due to be paid City under this Contract directly to Lender at the address in the United States that Lender provides for those payments. City will not accept any payments of any installment or other amounts due under this Contract.

B. Lender shall notify City in writing whenever an installment payment or other amount due under this Contract is not fully paid by its due date.

C. Unless otherwise notified by Lender as required by this section, City will conclusively presume that Owner has made all installment and other payments due under this Contract by their due dates. City has no obligation to inquire about those payments. However, within 5 business days of a written request from City, Lender shall provide City a written accounting of all payments made under this Contract including the amounts of those payments and the dates Lender received them.

5. Owner's Obligations.

A. Owner must complete the construction and installation of the Project, including the Improvements on the Property by no later than June 30, 2023 in accordance with the requirements of the Loan Documents.

1. That construction and installation must comply with all applicable laws, rules, and regulations, including those in the City Code, the Michigan Construction Codes, and this Contract including, without limitation, the PACE Program Eligibility Requirements listed in Appendix A.

2. Owner acknowledges and agrees that neither City nor Lender makes any representation, either express or implied, that Loan proceeds will be sufficient to pay the total costs of the Improvements.

3. If Loan proceeds are insufficient to pay the costs of the Improvements, Owner must nevertheless complete construction and installation of the Improvements as required under this Contract and pay that portion of the costs of the Improvements exceeding the Loan proceeds from other funds. Owner shall not be entitled to any reimbursement therefor from City or Lender, nor shall Owner be entitled to any abatement or diminution of the amount of the Special Assessment, or any other amounts Owner may be required to pay under this Contract.

B. Within 30 days after Owner completes construction and installation of the Improvements (and in no case later than January 31, 2023), Owner shall file with City and Lender, a written statement from a qualified, independent third-party architect and/or engineer licensed to practice in Michigan attesting that the Improvements were properly completed and are operating as intended.

C. Not later than January 31, 2023, and each January 31 after that until the Special Assessment and all other amounts under this Contract are paid in full, Owner shall file with City and Lender details of energy usage in the Project for the preceding 12 months (ending the immediately preceding December 31) that demonstrate the energy savings from the Improvements meets or exceeds the estimates in ASHRAE Level 2 Commercial Energy Audit for the "Flats at the Reserve, Wyoming, Michigan," prepared by G-Energy LLC of Jenison, Michigan, dated December 15, 2021, a copy of which was submitted to City as the basis for showing eligibility of the Improvements and the Loan for City's PACE Program.

D. Owner shall not sell, transfer, alienate or convey any of its interest in the Property without (i) giving written notice of the Special Assessment to the prospective grantee, assignee, lessee, licensee, or purchaser, any successors in interest, lessees, purchasers or assigns and (ii) making a copy of this Contract part of any purchase contract, sale contract, lease agreement, deed and any other contract or conveyancing instrument. This Agreement shall be recorded against the real property constituting the Special Assessment Parcel by the PACE lender with the Register of Deeds of the County of Kent, State of Michigan.

E. During the term of this Contract, Owner must pay in full all real property taxes and assessments levied against the Property and any personal property taxes levied against personal property located on the Property on or before the date(s) on which they can no longer be paid without penalties or interest. Owner waives any rights it may have to pay any such taxes by installments even if such installment payments are available to other taxpayers in Wyoming, Michigan.

F. During the term of this Contract, Owner must pay in full all rates, fees, charges, and other amounts due for City water, sanitary sewer, or storm water services to the Property on or before the date(s) on which they can no longer be paid without penalties or interest. Owner waives any rights it may have to pay any such amounts in installments even if such installment payments are available to other recipients of city services in Wyoming, Michigan.

G. Owner must pay on or before the date they are due in accordance with the Payment Schedule all installments of the Special Assessment and any other amounts due under this Contract.

6. Lender's Obligations.

A. Lender must properly register to conduct its business in Michigan and comply with any requirements to maintain that status.

B. Lender must pay any amounts it owes City for any reason (the parties currently know of no such obligations) on or before the date(s) on which they can no longer be paid without penalties or interest and must comply with any other obligations it has to City (the parties currently know of none other than those under this Contract).

C. Lender shall release the Loan proceeds to Owner in accordance with standard construction lending practices necessitating Owner attestations that the portions of the Improvements to be paid for with the portion of the Loan proceeds to be paid have been properly completed, waivers of liens, and such other measures are as customarily used in construction lending, all as set forth in and in accordance with the Loan Documents.

7. Owner Payment Default. If Owner fails to pay any Special Assessment installment on the date it is due in accordance with the Payment Schedule or Owner fails to make another payment to Lender due under this Contract on the date it was due to be paid:

A. Lender must provide notice to Owner as provided in the Loan Documents. Lender must also provide City a copy of that notice. However, Lender's failure to do so shall not be a default by Lender under this Contract.

B. Prior to the City's being obligated to take the actions described in subsection 7.C, Lender must notify City in writing stating all the following: (i) that a payment Default has occurred under this Contract, (ii) the date(s) on which that payment Default occurred, (iii) the amount(s) and type(s) of the Special Assessment installment and/or other payment that was due and payable as of those dates and which remains unpaid, (iv) the current outstanding principal balance of the Special Assessment, any accrued interest, and all penalties, fees and other amounts due, and (v) an attestation by an authorized officer of Lender that the statements contained in the notice are true, correct, and complete as of the date of such notice.

C. To the extent it may do so under applicable law, after receiving that notice from Lender, City will take the following actions:

1. City will send notice to Owner that it received the notice from Lender of a payment Default and provide Owner a copy of the notice from Lender.

2. City will add to the amount to be collected from Owner (*i.e.*, principal, plus interest, plus any penalties or other amounts due) a collection fee of 0.5% per month beginning on the first day of the month subsequent to the month in which the unpaid amount was due and add 0.5% on the first day of each month thereafter that the delinquent amount is not paid in full.

3. City will send Owner notice of the full amount to be paid.

4. If Owner fails to pay the full amount due, City will add the full amount to be collected (*i.e.*, the total amount reflected in subsection 7.C.2 including the collection fee) to the next summer or winter property tax bill to which it can be added consistent with printing and other schedules. Owner waives any rights it may have to pay any such amounts in installments even if such installment payments are available to other recipients of city services in Wyoming, Michigan.

5. The Applicable Interest Rate and collection fee will continue to accrue on the unpaid balance even after the tax bill is printed and sent. That added interest and collection fee will be added to the next Special Assessment installment.

6. If the amount billed on the property tax bill is not paid in full by the date on which taxes can no longer be paid without penalties and interest, the amount billed on the property tax bill shall accrued penalties and interest in the same amounts as ad valorem property taxes under the City Charter, City Code and the general property tax act. Owner waives any rights it may have to pay any such amounts in installments even if such installment payments are available to other recipients of city services in Wyoming, Michigan.

7. If the amount billed on the property tax bill and any penalties and interest on that amount is not paid in full by the date on which delinquent property taxes are to be turned over to Kent County, City shall turn that amount over to Kent County for collection and, if eligible and available, receive from the Kent County delinquent tax revolving fund amounts paid to local units of government for delinquent special assessments. Owner waives any rights it may have to pay any such amounts in installments even if such installment payments are available to other recipients of city services in Wyoming, Michigan.

D. Within 45 days of its receipt, City will pay to Lender amounts City receives under subsection 7.D. City shall have no obligation to pay Lender any other amounts.

E. Interest, penalties, fees or other charges imposed upon the Property by Kent County or the State of Michigan for administration, billing, collection or enforcement of the Special Assessment or any installment or other amount to be collected under this Contract shall not be payable to Lender except to the extent it is payable to City.

F. If the Property is sold at a tax sale due to nonpayment of the Special Assessment or any other amounts for which it may be sold at tax sale and the amount received from that tax sale is insufficient to reimburse the Kent County delinquent tax revolving fund or pay the full amounts due all parties of interest in the property at the tax sale, Lender shall pay to City any amount City is obligated to pay Kent County due to such deficiency. Lender shall make the payment to City before the date on which City is obligated to pay it to Kent County. Any amounts paid by Lender to City shall be an additional obligation of Owner under the Loan Documents and shall be collectible in the manner provided in the Loan Documents. To the extent not prohibited by law, such amounts shall be added to and be part of the Special Assessment and, to the extent possible under applicable law, the Special Assessment lien will survive the tax sale and remain in place until the Special Assessment is paid in full as provided in this Contract and the Loan Documents.

G. Lender may, but is not obligated to, exercise any rights Lender may have to purchase the Property at a tax sale. Owner shall be obligated to pay Lender any costs Lender incurs in doing so in addition to any other amounts Owner owes Lender under the Loan Documents or this Contract.

H. City may, but is not obligated to, exercise any rights City may have to acquire the Property prior to, at or after a tax sale. City and Lender may collaborate and cooperate in the City's exercise of any such rights City may have. If City exercises such rights in collaboration and cooperation with Lender, Lender shall pay all costs City incurs in, as a result of, or incidental to the exercise of those rights. Owner shall be obligated to pay Lender any costs Lender incurs in doing so in addition any other amounts Owner owes Lender under the Loan Documents or this Contract which shall be collectible in the same manner provided in the Loan Documents. If City and Lender collaborate and cooperate in City's acquisition of title to the Property under this provision, City's acquisition shall be addressed in the manner City and Lender agree in any documents setting out the terms of their collaboration and cooperation. If City acquires the Property without collaborating and cooperating with Lender, to the extent possible under applicable law, the Special Assessment will remain in place following City's acquisition until the Special Assessment is paid in full as provided in this Contract and the Loan Documents. However, any extinguishment of the Special Assessment lien shall not diminish any obligations Owner has to pay to Lender any and all amounts due under the Loan Documents or this Contract.

a. I. If the Kent County Treasurer takes ownership of the Property by operation of law, to the extent possible under applicable law, the Special Assessment will remain in place following **County's** acquisition until the Special Assessment is paid in full as provided in this Contract and the Loan Documents. However, any extinguishment of that lien shall not diminish any obligations Owner has to pay to Lender any and all amounts due under the Loan Documents or this Contract.

J. Lender acknowledges that neither the Special Assessment nor any installment thereon can be accelerated.

K. Owner may have additional obligations to Lender under the Loan Documents for a payment Default.

8. Other Owner Default.

A. All parties acknowledge that legal remedies are insufficient to enable City and Lender comply with Act 270 and other applicable law. All parties acknowledge that equitable remedies are appropriate. (This subsection also applies to the remedies provided in sections 9 and 10.)

B. If Owner fails to perform any Owner obligation under this Contract other than a payment obligation as addressed in section 7, including for example and not for limitation, obligations under subsection 5.A through 5.F of this Contract, City and/or Lender may after 10 days' written notice to Owner, seek specific performance of such Owner obligation in a court of competent jurisdiction and/or to recover from Owner any damages City and/or Lender incur due to Owner's failure to perform that obligation. If City or Lender do so, City or Lender may recover all costs either or both incur in doing so including all actual costs to investigate, bring, or maintain any such claim from its first inception through all appellate and collection proceedings. Such cost may include for example and not for limitation, accounting fees, filing fees, expert expenses, attorney fees, discovery costs, and any other costs or amounts incurred.

C. Owner may have additional obligations to Lender under the Loan Documents for a Default.

9. City Default. If City fails to perform any City obligation in this Contract and does not cure or in good faith undertake curing that default within 60 days after written notice from Owner or Lender, Owner or the Lender, as the case may be, may seek specific performance from a court of competent jurisdiction. But neither Owner nor Lender have a right to recover money damages against City, including any costs or fees (including attorneys' fees) incurred by Owner or Lender in enforcing or attempting to enforce this Contract. Neither occurrence of a City default nor the institution of any proceeding or the exercise of any remedy upon the occurrence of a City default negates or diminishes Owner's obligations to pay the installments of the Special Assessment and all other amounts due under this Contract.

10. Lender Default.

A. If Lender fails to perform any Lender obligation to City under this Contract and does not cure or in good faith undertake curing that default within 30 days after written notice from City to Lender (or longer, if additional time is necessary for such cure, so long as Lender is pursuing such cure with commercially reasonable due diligence), City may seek specific performance or damages incurred by City due to Lender's default in a court of competent jurisdiction. If City does so, City may recover all costs City incurs in doing so including all actual costs to investigate, bring, or maintain any such claim from its first inception through all appellate and collection proceedings. Such cost may include for example and not for limitation, accounting fees, filing fees, expert expenses, attorney fees, discovery costs, and any other costs or amounts incurred.

B. If Lender fails to perform any obligation Lender has to Owner under this Contract or the Loan Documents, Owner shall have such remedies against Lender as are available under the Loan Documents.

11. Owner's Representations and Promises. Owner represents and promises to City and Lender that:

A. Owner is duly organized and validly existing as a limited liability company in good standing under the laws of Michigan, with power under the laws of Michigan to carry on its business as now being conducted and is duly qualified to do business in Michigan.

B. As of the date of this Contract, Owner is the sole and exclusive legal and equitable title owner of fee simple title to the Property except only for a first mortgage and the first mortgagee has consented to the Special Assessment.

C. Owner has the power and authority to own the Property and complete the Project and the Improvements.

D. Owner has taken all actions needed to make this Contract valid and binding on Owner according to its terms.

E. Signing and delivery of this Contract will not violate any provision of Owner's articles of organization or operating agreement, or any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which Owner is a party and by which Owner is bound, or to which Owner or any of Owner's assets are subject.

F. Owner represents and promises that any contractual, legal, or other disputes between it and the Lender--other than matters specifically related to enforcement of property tax obligations--or the contractor involved in the Improvements, do not involve City. Owner agrees to defend and hold City, City's officers, employees, and agents, including but not limited to LAGM, harmless from any such disputes or causes of action as well as any other cost or liability incurred by City as a result of Owner's participation in the PACE Program in City, with the sole exception being disputes or liability caused solely by City's wrongful intentional actions or inactions.

G. Owner, the Property, and the Improvements satisfy all PACE Program eligibility and program requirements set forth in Appendix A.

12. Lender's Representations and Promises. Lender represents and warrants to City that:

A. Lender has experience in the market for property assessed clean energy programs and assessments and is capable of evaluating the merits and risks of participating in the financing under this Contract.

B. Lender has made its own independent investigation and evaluation of Owner, the terms of this Contract, the nature of the Special Assessment, and procedures for the collection and enforcement of the Special Assessment, and is not relying on City, or City's officer, employees, agents, or attorneys for any of such information, investigation, or evaluation. Lender has not received, and is not relying on, any representations of City with respect to Owner.

C. Lender warrants and agrees that any contractual, legal, or other disputes between it and Owner, except than matters specifically related to enforcement of the Special Assessment, do not involve City, and Lender agrees to hold City and City's officers, employees, and agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

D. Lender knows of no facts or circumstances that would invalidate the Special Assessment and knows of no facts or circumstances indicating there is any failure to meet the PACE Program eligibility requirements stated in Appendix A.

13. City's Representations and Promises. City represents and warrants to Lender that, as of the date of this Contract:

A. The signing and delivery of this Contract has been duly authorized by City and constitutes a valid and binding agreement of City, enforceable against City in accordance with its terms.

B. To the best of the actual knowledge of the Authorized Official, neither the execution and delivery of this Contract nor its implementation violates any provision of any existing law, ordinance, rule, resolution, or regulation to which City is subject, or any agreement to which City is a party or by which City is bound, or any order or decree of any court or governmental entity by which City is subject.

C. City is unaware of any delinquent taxes, special assessments, or water or sewer charges on the assessed Property or any delinquent PACE assessments on the assessed property.

14. No City Risk.

A. City will not provide any financing for the Project or the Improvements and has no other financial obligations under this Contract. Except as expressly provided in this Contract, City has no obligations to Owner or Lender in case of a Default by Owner.

B. Owner holds City (City is defined for purposes of this section to also include City's officers, employees, and agents) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to City) against, all demands, claims, lawsuits, administrative actions, judgments, awards, orders, damages, costs, penalties, fines, charges, or other amounts City may face, incur, or encounter because of (i) any intentional, reckless, careless, grossly negligent, or negligent, act, omission, or error of Owner or Owner's members, officers, employees, contractors, or agents, or (ii) any failure of Owner or Owner's members, officers, employees, contractors, or agents to comply with any term in this Contract.

C. Lender holds City (City is defined for purposes of this section to also include City's officers, employees, and agents) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to City) against, all demands, claims, lawsuits, investigations, administrative actions, judgments, awards, orders, damages, costs, penalties, fines, charges, or other amounts City may face, incur, or encounter because of

(i) any intentional, reckless, careless, grossly negligent, or negligent, act, omission, or error of Lender or Lender's members, officers, employees, contractors, or agents, or (ii) any failure of Lender or Lender's members, officers, employees, contractors, or agents to comply with any term in this Contract.

D. The obligations of Owner and Lender under subsections 14.B and 14.C do not include any liability or obligation City may have due entirely to intentional acts of wrongdoing by City or City's officers, employees, or agents.

E. City shall promptly notify Owner and Lender of any claim, demand, investigation, proceeding or other circumstance that may result in Owner's or Lender's obligation to defend or indemnify City under subsections 14.B and 14.C and City shall cooperate in the investigation and defense or any such circumstance, proceeding, etc.

C. Notwithstanding the foregoing, the parties hereto acknowledge and agree that City shall not be obligated to institute any of the actions or proceedings or to exercise any of the remedies authorized by this Section 7.02 upon the occurrence of an Event of Default hereunder, and that its obligations with respect to the billing, collection and enforcement of the Special Assessment or any installment thereon shall be limited to those obligations set forth in Article IV of this Agreement.

15. Invalidity; Cure.

A. If the Special Assessment is determined by any official, body, or court of competent jurisdiction to be invalid, City shall cooperate with Lender to take such actions as may be needed to make the Special Assessment valid or to impose a new special assessment in accordance with Act 270. Lender shall pay to City all cost incurred by City to do so.

B. Owner waives any objections to and agrees to the imposition of such new special assessment; *provided, however*, that the amount of the new special assessment shall not exceed the unpaid principal amount of the Loan at the time the new special assessment shall be established.

C. The invalidity of the Special Assessment will not affect any obligations Owner has to Lender under the Loan Documents.

16. Term. Except as otherwise provided in this Contract, it shall take effect on the date first written above and shall terminate at such time as the Special Assessment, including all interest, penalties, fees and other amounts due under this Contract, has been paid in full and all other obligations of this Contract have been fulfilled.

17. Assignment. Except as expressly provided in this Contract, no party may convey, transfer, or assign any of its rights, duties or obligations under this Contract without the prior, written consent of all other parties. City will not consent to any conveyance, transfer, or assignment to any individual or entity that is in default to City or that cannot reasonably demonstrate its capability of fulfilling the duties and obligations of the party making the conveyance, transfer, or assignment. However, Lender currently intends assign Lender's rights, duties, and obligations under this Contract to and City consents to that assignment to SSHCOF III PACE Issuer, LLC, a Delaware limited liability company, the address and contact information for which is: 3500 Lenox Road, Suite 625, Atlanta, Georgia 30326, Attention: Lisa Nordel, PACENotices@stonehillsc.com.

18. Beneficiaries. Only the parties are intended to benefit from this Contract. No other individual or entity may make any claim under or as a result of this Contract.

19. Waiver. Failure of any party to act upon discovery of a default or breach of this Contract or to act upon the existence of a default under or breach of this Contract shall not waive the right to pursue any remedies provided for that or another default or breach.

20. Force Majeure. No party will be liable for the failure to perform its obligations under this Contract if that failure to perform is due to Force Majeure. That failure to perform will be excused (i) only for the period during which the event giving rise to said failure to perform exists, and (ii) only if the party seeking to take advantage of this section notifies all other parties in writing as soon as reasonably practical about the event, preferably before the failure to meet an obligation occurs, but in no case later than 10 business days after the occurrence of that event.

21. Notices. All notices, certificates or communications required by this Contract shall be in writing and shall be delivered by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, (iii) by UPS, FedEx, or similar delivery service that provides verification of delivery, or (iv) if acknowledged by the recipient, by e-mail addressed to the respective parties as follows, or to such other address as such party may specify by written notice to the other parties:

If to City:

City Manager
City of Wyoming
1155 28th St SW
Wyoming, MI 49509-0905

With copies to:

City Clerk
City of Wyoming
1155 28th St SW
Wyoming, MI 49509-0905

and

City Attorney
City of Wyoming
1155 28th St SW
Wyoming, MI 49509-0905
Email: cityattorney@wyomingmi.gov

If to Lender:

SSHCOF III PACE Wyoming, LLC
3500 Lenox Rd, Ste 625
Atlanta, GA 30326
Attn: Lisa Nordel
Email: PACENotices@stonehillsc.com

With a copy to:

Polsinelli PC
900 West 48th Place, Ste 900
Kansas City, MO 64112
Attn: Daniel W. Graves, Esq.
Email: dgraves@polsinelli.com

If to Owner:

Reserve Flats, LLC
2380 Health Drive SW, Suite 210
Wyoming, MI 49519
Attn: Gary L. Granger

Copies of all notices must also be delivered to: Lean & Green Michigan, LLC, PO Box 7035, Detroit, MI 48207-9998.

22. Applicable Law and Venue. This Contract regards property located in Kent County, Michigan, and the parties agree that this Contract was made pursuant to, is to be interpreted under, and is to be governed by Michigan law. The jurisdiction and venue for any action brought pursuant to or to enforce any term of this Contract shall be solely in the state courts in Kent County, Michigan or before any Michigan state agency of sole or exclusive jurisdiction.

23. Cooperation. Each party must take all actions required of it by this Contract as expeditiously as reasonably possible and must fully cooperate with the other parties. Each party must exercise reasonable diligence in reviewing, approving, signing, and delivering all documents necessary to accomplish the purposes of this Contract. Each party must use its reasonable best efforts to assist each other party in the discharge of its obligations under this Contract.

24. General Terms.

A. Except for the Loan Documents, this Contract is the entire agreement among the parties or between any two of the parties regarding its subject matter. Except for the Loan Documents, there are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, between or among the parties.

B. This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

C. The captions and headings are only for convenience and reference and shall not affect the interpretation of this Contract. However, the Recitals are an integral part of this Contract.

D. This Contract may not be amended or modified except in writing signed by all parties. Any modification or amendment will require the prior approval of the City Council of the City.

E. No waiver of any term of this Contract shall be binding upon any party until that waiver is reduced to writing, signed by the party to be charged with that waiver, and delivered to all parties and to LAGM.

F. All parties had the advice of legal counsel before signing this Contract and all agree it should be interpreted as if mutually drafted.

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

[Signatures on next page.]

CITY:
CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Approved as to form:

Scott G. Smith, City Attorney

OWNER:
RESERVE FLATS, LLC

By: _____
Gary L. Granger, Managing Member

LENDER:
SSHCOF III PACE Wyoming, LLC

By: _____
_____, _____

STATE OF MICHIGAN
COUNTY OF KENT

Acknowledged before me on _____, 2022,
by Jack A. Poll and Kelli A. Vandenberg, known to
me as the Mayor and City Clerk, respectively, of the
City of Wyoming, Michigan.

_____, Notary Public
Kent County, Michigan
Acting in Kent County, Michigan
My commission expires: _____

STATE OF MICHIGAN
COUNTY OF KENT

Acknowledged before me on _____, 2022,
by Gary L. Granger, known to me as the Managing
Member of Reserve Flats, LLC.

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

STATE OF _____
COUNTY OF _____

Acknowledged before me on _____, 2022,
by _____, known to me as the
_____ of _____

_____, Notary Public
_____ County, _____
Acting in _____ County, _____
My commission expires: _____

No state or county transfer taxes are due because no interest is conveyed by this document.

Drafted by:
Scott G. Smith
Wyoming City Attorney
1155 28th Street SW
Wyoming, MI 49509-0905

When recorded, return to:
Kelli A. Vandenberg
Wyoming City Clerk
1155 28th Street SW
Wyoming, MI 49509-0905

APPENDICES:

- APPENDIX A: PROGRAM ELIGIBILITY REQUIREMENTS
- APPENDIX B: PROPERTY DESCRIPTION
- APPENDIX C: SPECIAL ASSESSMENT ROLL
- APPENDIX D: PAYMENT SCHEDULE
- APPENDIX E: DESCRIPTION OF PROJECT AND IMPROVEMENTS
- APPENDIX F: PACE PROGRAM APPLICATION
- APPENDIX G: LENDER CONSENT

APPENDIX A

PROGRAM ELIGIBILITY CHECKLIST

1. The property benefitting from the energy project must be commercial or industrial real property within the City. Multi-family residential property is commercial property.
2. There are no delinquent real property taxes or special assessments levied against the real property benefitting from the energy project or to be assessed under the PACE Program, no delinquent or water or sanitary sewer rates, fees, or charges for services to that real property, and not delinquent personal property taxes for personal property located on that real property. , This includes *ad valorem* taxes, industrial facilities taxes, commercial facilities taxes or any other taxes levied due to an abatement of or exemption from *ad valorem* taxes.
3. The record owner or other proposed PACE Program participant has not failed to pay any assessment under a PACE Program and there are no delinquent PACE Program assessments levied against the real property benefitting from the energy project or to be assessed under the application.
4. The record owner or other proposed PACE Program participant (or any affiliated person) does not own or occupy any other real property in the City which has delinquent real property taxes or special assessments, delinquent or water or sanitary sewer rates, fees or charges for services to that real property, or delinquent personal property taxes for personal property located on that real property.
5. If the property to be assessed under the PACE Program is subject to a mortgage, the mortgage holder has consented in writing to the PACE Program assessment.
6. The proposed term of the assessment shall not exceed the shorter of 25 years or the useful life of the energy project. Projects involving multiple energy efficiency improvements may aggregate the useful life of each improvement to determine an overall useful life figure for financing purposes. In aggregating the improvements, the property owner must appropriately weigh each improvement's dollar cost.
7. The proposed PACE Program assessment may not exceed 50% the assessed value of the property. For new construction, the proposed PACE Program assessment may not exceed 50% the assessed value of the property upon the project's completion and the special assessment contract must ensure that the Lender will not release the loan funds except in a normal construction financing process whereby there are (i) assurances the energy efficiency improvements have been properly installed, (ii) there are waivers of contractors' and suppliers' liens, (iii) and there are requirements that the entire project (of which the energy efficiency improvements are a part), is being completed along with construction and installation of the energy efficiency improvements. The City Council may consider a higher assessment portion if the applicant and property to be assessed have limited or no debt, or other circumstances justify such consideration.
8. A baseline energy audit acceptable to the City Manager, the lender, and the PACE Program administrator to the energy project on the property shall be provided. After the energy project is completed, the special assessment contract shall provide for verification that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended.
9. For projects to be financed in an amount exceeding \$250,000: (i) a performance guarantee from the contractor to guarantee a savings to investment ratio greater than one and (ii) financial and other arrangements for ongoing measurements and verification of energy savings that meet standards approved in the resolution approving the contract.
10. The development for which the energy project is a part must be one the City Council determines is appropriate for City involvement through the PACE Program.
11. The applicant owns the real property benefitting from the energy project or to be assessed under the PACE Program at the time of the resolution approving the Special Assessment Contract.

APPENDIX B

PROPERTY AND DISTRICT DESCRIPTION

Parcel Number: 41-17-32-300-064, 41-17-32-300-065, and 41-17-32-300-068

Addresses: 3853, 3968 and 3995 Reserve Drive SW, Wyoming, Michigan 49509

Legal Descriptions: Land situated in the City of Wyoming, Kent County, Michigan:

Parcel 1, Northwest Parcel Description:

Part of the Southwest quarter of Section 32, Town 06 North, Range 12 West, and more particularly described as follows:

Commencing at the Southwest corner of Section 32, Town 06 North, Range 12 West; thence along the West line of said section, North 00 degrees 30 minutes 42 seconds East 454.07 feet; thence South 89 degrees 29 minutes 18 seconds East 50.00 feet to the East right of way of Wilson Avenue and the point of beginning; thence parallel with the West line of Section 32, North 00 degrees 30 minutes 42 seconds East 488.15 feet to the South line of the North 370 feet of the South half of the Southwest quarter of said section as monumented by a found capped iron bearing license number 52453; thence along said South line, South 89 degrees 11 minutes 36 seconds East 829.84 feet to a found half inch rebar monumenting the East line of the West 880 feet of the South half of the Southwest quarter of Section 32; thence along said East line as monumented, South 00 degrees 33 minutes 21 seconds West 330.06 feet; thence North 89 degrees 04 minutes 08 seconds West 18.49 feet; thence Southeasterly 244.18 feet along the arc of a 330.00 foot radius curve to the left, the chord of which bears South 69 degrees 44 minutes 00 seconds West 238.65 feet; thence Southwesterly 197.80 feet along the arc of a 270.00 foot radius curve to the right, the chord of which bears South 69 degrees 31 minutes 25 seconds West 193.41 feet; thence North 89 degrees 29 minutes 18 seconds West 407.38 feet to the East right of way of Wilson Avenue and the point of beginning.

Parcel Number 41-17-32-300-064

Parcel 2, Northeast Parcel Description:

Commencing at the Southwest Corner of Section 32, Town 6 North, Range 12 West; thence along the West line of said section, North 00 degrees 30 minutes 42 seconds East 454.07 feet; thence South 89 degrees 29 minutes 18 seconds East 457.38 feet; thence Northeasterly 197.80 feet along the arc of a 270.00 foot radius curve to the left, the chord of which bears North 69 degrees 31 minutes 25 seconds East 193.41 feet; thence Northeasterly 244.18 feet along the arc of a 330.00 foot radius curve to the right, the chord of which bears North 69 degrees 44 minutes 00 seconds East 238.65 feet; thence South 89 degrees 04 minutes 08 seconds East 18.49 feet to the East line of the West 880 feet of the South half of the Southwest quarter as monumented by a found half inch rebar at the intersection of said East line with the South line of the North 370 feet of the South half of the Southwest quarter and the point of beginning; thence along said East line, North 00 degrees 33 minutes 21 seconds East 330.06 feet to said found half inch rebar; thence continuing North 00 degrees 33 minutes 21 seconds East 369.97 feet to the North line of the South half of the Southwest quarter of Section 32 as monumented; thence along said North line, South 89 degrees 11 minutes 15 seconds East 763.23 feet to a found capped iron bearing license number 43055; thence South 00 degrees 41 minutes 53 seconds East 29.21; thence South 21 degrees 56 minutes 38 seconds East 170.96; thence South 01 degrees 04 minutes 18 seconds West 59.04 feet; thence South 70 degrees 29 minutes 21 seconds West 51.81 feet; thence North 89 degrees 11 minutes 36 seconds West 213.39 feet; thence South 00 degrees 55 minutes 52 seconds West 437.29 feet; thence North 89 degrees 04 minutes 08 seconds West 563.84 feet to the point of beginning.

Parcel Number 41-17-32-300-065

Parcel 3, South Parcel Description:

Part of the Southwest quarter of Section 32, Town 06 North, Range 12 West, and more particularly described as follows; commencing at the Southwest corner of Section 32, Town 06 North, Range

12 West; thence along the West line of said section, North 00 degrees 30 minutes 42 seconds East 394.07 feet; thence South 89 degrees 29 minutes 18 seconds East 50.00 feet to the East right of way of Wilson Avenue as monumented and the point of beginning; thence continuing South 89 degrees 29 minutes 18 seconds East 407.38 feet; thence Northeasterly 241.77 feet along the arc of a 330.00 foot radius curve to the left, the chord of which bears, North 69 degrees 31 minutes 25 seconds East 236.40 feet; thence Northeasterly 199.79 feet along the arc of a 270.00 foot radius curve to the right, the chord of which bears North 69 degrees 44 minutes 00 seconds East 195.26 feet; thence South 89 degrees 04 minutes 08 seconds East 13.61 feet; thence South 00 degrees 55 minutes 52 seconds West 200.59 feet; thence South 35 degrees 40 minutes 12 seconds East 17.75 feet; thence South 89 degrees 04 minutes 08 seconds East 85.39 feet; thence South 56 degrees 10 minutes 58 seconds West 74.89 feet; thence South 51 degrees 25 minutes 19 seconds West 82.57 feet; thence South 57 degrees 16 minutes 21 seconds West 141.62 feet; thence North 89 degrees 59 minutes 59 seconds West 646.88 feet to the East right of way of Wilson Avenue; thence along said East right of way, North 20 degrees 57 minutes 58 seconds West 74.90 feet to a point lying 50.00 feet distant (perpendicular measure) from the West line of Section 32; thence parallel with the West line of Section 32 and along the East right of way of Wilson Avenue, North 00 degrees 30 minutes 42 seconds East 169.69 feet to the point of beginning.
Parcel Number 41-17-32-300-068

APPENDIX C

SPECIAL ASSESSMENT ROLL

PACE Project Special Assessment

Parcel Number(s): 41-17-32-300-064, 41-17-32-300-065, and 41-17-32-300-068

Address: 3853, 3968, and 3995 Reserve Drive SW, Wyoming, MI 49418

Owner: Reserve Flats, LLC

Assessment: \$6,333,113.75

Interest Rate: 5.75% per annum

I certify that the above is the special assessment role created for the PACE project referenced in this document in the City of Wyoming, Michigan, subject to payment of the special assessment as outlined in Appendix D of this document.

Date: February __, 2022

Scott Engerson, Wyoming City Assessor

APPENDIX D

PAYMENT SCHEDULE

Reserve Flats, LLC

C-PACE Tax Assessment Contract dated as of 2/24/2022

C-PACE Installment Period	Calendar Year	C-PACE Installment Date	Beginning Balance	Total Payment	Interest Payment	Principal Payment	Capitalized Interest	Ending Balance	Annual District Fees 25bps	Total C-PACE Payment
0	2022	2/24/2022	\$6,333,113.75	\$ -	\$ -	\$ -	\$573,542.61	\$6,333,113.75		
1	2023	9/14/2023	\$6,333,113.75	\$118,226.18	\$ -	\$118,226.18	\$ -	\$6,214,887.57	\$15,832.78	\$134,058.96
2	2024	9/14/2024	\$6,214,887.57	\$487,437.91	\$363,311.97	\$124,125.95	\$ -	\$6,090,761.63	\$15,537.22	\$502,975.13
3	2025	9/14/2025	\$6,090,761.63	\$487,437.91	\$355,082.94	\$132,354.97	\$ -	\$5,958,406.66	\$15,226.90	\$502,664.82
4	2026	9/14/2026	\$5,958,406.66	\$487,437.91	\$347,366.83	\$140,071.08	\$ -	\$5,818,335.57	\$14,896.02	\$502,333.93
5	2027	9/14/2027	\$5,818,335.57	\$487,437.91	\$339,200.88	\$148,237.03	\$ -	\$5,670,098.54	\$14,545.84	\$501,983.75
6	2028	9/14/2028	\$5,670,098.54	\$487,437.91	\$331,464.51	\$155,973.40	\$ -	\$5,514,125.14	\$14,175.25	\$501,613.16
7	2029	9/14/2029	\$5,514,125.14	\$487,437.91	\$321,465.84	\$165,972.08	\$ -	\$5,348,153.06	\$13,785.31	\$501,223.23
8	2030	9/14/2030	\$5,348,153.06	\$487,437.91	\$311,789.90	\$175,648.02	\$ -	\$5,172,505.04	\$13,370.38	\$500,808.30
9	2031	9/14/2031	\$5,172,505.04	\$487,437.91	\$301,549.86	\$185,888.05	\$ -	\$4,986,616.99	\$12,931.26	\$500,369.18
10	2032	9/14/2032	\$4,986,616.99	\$487,437.91	\$291,509.32	\$195,928.60	\$ -	\$4,790,688.39	\$12,466.54	\$499,904.46
11	2033	9/14/2033	\$4,790,688.39	\$487,437.91	\$279,290.48	\$208,147.43	\$ -	\$4,582,540.96	\$11,976.72	\$499,414.64
12	2034	9/14/2034	\$4,582,540.96	\$487,437.91	\$267,155.77	\$220,282.14	\$ -	\$4,362,258.82	\$11,456.35	\$498,894.27
13	2035	9/14/2035	\$4,362,258.82	\$487,437.91	\$254,313.63	\$233,124.28	\$ -	\$4,129,134.53	\$10,905.65	\$498,343.56
14	2036	9/14/2036	\$4,129,134.53	\$487,437.91	\$241,382.32	\$246,055.59	\$ -	\$3,883,078.94	\$10,322.84	\$497,760.75
15	2037	9/14/2037	\$3,883,078.94	\$487,437.91	\$226,378.11	\$261,059.81	\$ -	\$3,622,019.13	\$9,707.70	\$497,145.61
16	2038	9/14/2038	\$3,622,019.13	\$487,437.91	\$211,158.68	\$276,279.23	\$ -	\$3,345,739.91	\$9,055.05	\$496,492.96
17	2039	9/14/2039	\$3,345,739.91	\$487,437.91	\$195,051.99	\$292,385.92	\$ -	\$3,053,353.98	\$8,364.35	\$495,802.26
18	2040	9/14/2040	\$3,053,353.98	\$487,437.91	\$178,493.98	\$308,943.93	\$ -	\$2,744,410.05	\$7,633.38	\$495,071.30
19	2041	9/14/2041	\$2,744,410.05	\$487,437.91	\$159,995.29	\$327,442.62	\$ -	\$2,416,967.43	\$6,861.03	\$494,298.94
20	2042	9/14/2042	\$2,416,967.43	\$487,437.91	\$140,905.84	\$346,532.07	\$ -	\$2,070,435.36	\$6,042.42	\$493,480.33
21	2043	9/14/2043	\$2,070,435.36	\$487,437.91	\$120,703.51	\$366,734.41	\$ -	\$1,703,700.95	\$5,176.09	\$492,614.00
22	2044	9/14/2044	\$1,703,700.95	\$487,437.91	\$99,595.52	\$387,842.40	\$ -	\$1,315,858.56	\$4,259.25	\$491,697.17
23	2045	9/14/2045	\$1,315,858.56	\$487,437.91	\$76,712.73	\$410,725.19	\$ -	\$905,133.37	\$3,289.65	\$490,727.56
24	2046	9/14/2046	\$905,133.37	\$487,437.91	\$52,768.02	\$434,669.90	\$ -	\$470,463.47	\$2,262.83	\$489,700.75
25	2047	9/14/2047	\$470,463.47	\$497,890.84	\$27,427.37	\$470,463.47	\$ -	\$ -	\$1,176.16	\$499,067.00

USES OF CAPITAL		Total %
C-PACE Program Administrator Fee (Local County/Muni)	\$ 90,740	1.4%
Origination Fee (Stonehill)	\$ 63,331	1.0%
3rd Party Expenses (including Legal Costs)	\$ 31,500	0.5%
Prepaid/Capitalized Interest	\$ 573,543	9.1%
Net C-PACE Proceeds (Deposit to Borrower's Escrow Account)	\$5,574,000	88.0%
Total Uses (Financed Amount)	\$6,333,114	100.0%

APPENDIX E

DESCRIPTION OF IMPROVEMENTS

Efficiency/Conservation Measure (ECM)	Installed Cost	Allowable Soft Costs	Total Cost
Building Envelope	\$1,258,000	270,800	\$1,528,800
High Efficiency Windows	\$435,000	\$93,639	\$ 528,639
Heating, Ventilation, & Air Conditioning	\$1,528,084	\$301,416	\$1,829,500
Lighting Systems & Controls	\$1,555,855	\$334,145	\$1,890,000
Installed Cost and First Year Savings	\$4,776,939	\$1,000,000	\$5,776,939

DESCRIPTION OF THE FLATS AT THE RESERVE PROJECT

The Reserve Flats in Wyoming, Michigan, is comprised of (138) units in (26) separate buildings over 24.06 acres. The residential product is a single-story building that features three unique unit types that range between 1,373 and 1,669sf. The units offer both two and three bed options with a (2) car attached garage. The units are a single-family style, slab-on-grade, apartment unit. The grounds include amenities such as working trails, a clubhouse, and tennis courts.

APPENDIX F

PACE Program Application



PACE Program Application

Property and Property Owner Information

1. **Property/Parcel Legal Name(s)** (as they appear on property tax records)
Parcel #: 41-17-32-300-064, 41-17-32-300-065, & 41-17-32-300-068
Address: 3995, 3853, & 3968 Reserve Dr. SW, Wyoming, MI 49418
Owner: Reserve Flats, LLC

2. **Property Type** (double-click to check all that apply)
 Agricultural
 Commercial (including multifamily with 4 or more units)
• Type of commercial property – Multi-Family Residential
 Industrial
 Nonprofit

3. **Property Record Owner(s) Contact Information**

Property Owner/Company Name: Reserve Flats, LLC / The Granger Group
Signatory Name: Gary L Granger
Address: 2221 Health Dr SW, Wyoming, MI 49519
E-mail Address: ggranger@grangergroup.us
Telephone Number: 616-248-3566

4. **Property Owner(s) Type**

Individual LLP LLC
 Corporation 501(c)3 Other _____

5. **Property Valuation**

State Equalized Value (SEV): \$ _____
Date of SEV: _____
Valuation (per Appraisal): \$8,000,000 (MV as is), \$44,000,000 (MV as stabilized)
Date of Appraisal: October 18, 2021

6. **Existing Liens Against Property** (tax, special assessment, water or sewer charges, etc.)

Amount	Type	End Date
None		

Total Dollar Amount of Liens Against Property: \$ _____

7. **Balance of Any Mortgage(s):**

**Projected at close – currently no debt on property*

	Amount of Mortgage	Name of Mortgage Holder
Mortgage	\$ 27,473,104	Builders Capital
Additional Debt on Property	\$5,500,000	Stonehill PACE

a. **Consent:** If subject to a mortgage - Consent by mortgage holder(s) must be obtained.

*For projects greater than \$250,000

Energy Project Information

1. PACE Project Developer (Lean & Green Michigan can make referrals if necessary.)

Name: **The Granger Group**
 Address: **2380 Health Drive SW, Ste 210, Wyoming MI 49519**
 E-mail Address: **twolter@grangergroup.us**
 Telephone Number: **616-482-7111**
 Other Contractors: **N/a**

2. Overall Energy Project Cost: 5,776,939

3. Savings to Investment Ratio* (as provided in Savings Guarantee)

3a. Year 1: ? _____
3b. Overall: **1.46**

4. Useful Life of Energy Project Measures: 30.3 years

5. User ID for Energy Star Portfolio Manager (for property): ? _____

PACE Loan Details

1. PACE Lender/Capital Provider (Lean & Green Michigan can make referrals if necessary.)

Name: **SSHCOF III Pace Wyoming, LLC / Stonehill PACE, LLC**
 Address: **3500 Lenox Road, Suite 625, Atlanta, GA 30326**
 E-mail Address: **lnordel@stonehillsc.com**
 Telephone Number: **(O) 470-298-3645 (M) 404-434-3419**

2. Request Assessment Amount

USES OF CAPITAL	Total %
C-PACE Program Administrator Fee (Local County/Muni)	90,740 1.4%
Origination Fee (Stonehill)	66,361 1.0%
15-22, Inc. Fee	99,541 1.5%
Broker Fee	66,361 1.0%
3rd Party Expenses (including Legal Costs)	30,000 0.5%
Prepaid/Capitalized Interest	709,095 10.7%
Net C-PACE Proceeds (Deposit to Borrower's Escrow Account)	5,574,000 84.0%
Total Uses (Financed Amount)	6,636,098 100.0%

3. Requested Assessment Repayment Period: 25 years

4. Interest Rate Offered by Lender: 5.75%

All Attachments to Application:

*For projects greater than \$250,000

- Appraisal
 - Baseline energy audit on the property, including useful life calculations of individual measures.
 - Cash flow analysis*
 - Savings guarantee*
 - Lender Consent from mortgage holder
 - Mortgage statement
 - Property tax record
 - Title report
-

RESOLUTION NO. _____

RESOLUTION TO WAIVE CERTAIN REQUIREMENTS OF THE CITY CODE FOR THE
SPRING CARNIVAL AND TO APPROVE AND AUTHORIZE SIGNING OF A 2022 SPRING
CARNIVAL CONTRACT AND POLICE SUPPORT CONTRACT WITH T.J. SCHMIDT &
COMPANY, LLC, FOR THE 2022 CARNIVAL TO BE HELD AT LAMAR PARK FROM
APRIL 22 – MAY 1, 2022

WHEREAS:

1. The City of Wyoming Community Services’ Parks and Recreation Department is sponsoring a carnival at Lamar Park from April 22 through May 1, 2022.
2. The carnival is anticipated to raise funds for departmental programs and the Greater Wyoming Community Resource Alliance to provide scholarships for department programs and community grants.
3. Section 14-282 of the City Code allows the City Council to waive the restrictions of “Division 3. Carnivals” if the sponsor is a nonprofit, religious, fraternal, school or community organization established in the City for at least 6 years and a waiver is deemed to be in the City’s best interest.
4. Section 14-276 of the City Code requires carnival applications to be accompanied by payment of all fees and bonds and T. J. Schmidt and Company, LLC has done so.
5. The Carnival will be conducted pursuant to the terms of a proposed 2022 Spring Carnival Contract with T. J. Schmidt & Company, LLC and additional security arrangements have been made with the Department of Public Safety pursuant to a proposed Police Support Contract, both of which contracts have been signed by T. J. Schmidt & Company, LLC.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The fee requirement of Section 14-276 of the Code of the City of Wyoming is waived and T.J. Schmidt & Company, LLC is approved to hold a carnival April 22 – May 1, 2022.
2. The 2022 Spring Carnival Contract and Police Support Contract with T. J. Schmidt & Company, LLC are approved, and the Mayor and City Clerk are authorized and directed to sign them for the City.

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

I certify that this Resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Site Security Plan
Contract/Agreement

Resolution No. _____

STAFF REPORT

Date: February 15, 2022

Subject: Contract Approvals and Request to Waive Fees for Annual Carnival

From: Krashawn Martin, Recreation Supervisor

Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: February 21, 2022

RECOMMENDATION:

It is recommended that the City Council approve the April 22 to May 1, 2022 Spring Carnival contracts, including the attached carnival vendor contract as well as the Police Support Contract, and waive all eligible fees for this event. Proceeds from this carnival will be used in support of the Greater Wyoming Community Resource Alliance and the city's Parks and Recreation scholarships and recreation programming activities. It is estimated that a net total of \$10,000 to \$15,000 will be raised, weather depending.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – The City of Wyoming is custodian of almost 700 acres of park lands and natural resources and the provider of over 200 youth, adult, senior and family health, wellness, education, athletic, and leisure recreation programs. This work is supported in part by the Parks and Recreation Millage, fundraising, and donations.

Funds raised by the carnival will allow for a greater level of access to scholarships and recreation services for low and moderate income populations within the community.

Safety – Enhanced safety for carnival patrons and the protection of park facilities is achieved through the direct engagement of Public Safety Community Policing officers. Additionally, this year, we are exploring the utilization of Public Safety cadets in attendance on weekends to connect with the community to assist in recruiting efforts and to increase presence outside of the carnival activity area.

Stewardship – With the partnership that has been created with T.J. Schmidt Company, the carnival operator, they will provide 20% of the gross receipts of funding to be disbursed equally between the Parks and Recreation service area and the Greater Wyoming Community Resource Alliance, helping to maintain the financial viability of these programs and services.

DISCUSSION:

The City of Wyoming Community Services Department's Parks and Recreation team is sponsoring a carnival April 22 – May 1 to raise funds for both department programs and the Greater Wyoming Community Resource Alliance. Funds raised provide scholarships and operational support for department programs and community grants.

This will be the sixth year that carnival operator T.J. Schmidt Company has worked the event with the City of Wyoming. The carnival will be held at Lamar Park, 2561 Porter St. SW in the North parking lot. The request to waive the carnival application and related eligible fees will provide additional funding to be disbursed between the Parks and Recreation service area and the Greater Wyoming Community Resource Alliance. The proprietor will comply with all City ordinances and have the additional liability insurance required for a special event. They will also provide the required \$1,000 bond.

We have discussed the site's feasibility in hosting the carnival, including an assessment of parking and electrical needs, with Rebecca Rynbrandt, Director of Community Services, Tim Montgomery, Parks Foreman, and Lew Manley, Building Inspection Supervisor, and the site security plan with Lieutenant Joe Steffes, and Fire Inspector Bill Aman. In addition to the carnival provided security, the Public Safety Department's policing personnel will provide staffing to enhance public relations, increase security, and be onsite to quickly respond to health and welfare needs of children and families attending the carnival. Public Safety support will be provided on Thursday and Friday 4:00-9:00pm, and Saturday and Sunday 4:00-9:00pm. These costs shall be reimbursed by the carnival operator. T.J. Schmidt Company is a reputable carnival that has been in business for 30 years providing top quality rides.

BUDGET IMPACT:

The carnival allows for the attainment of budget goals related to fundraising. The carnival also provides for scholarship income to be applied to youth registrations for recreation programs.

In-kind expenses by the Parks and Recreation service area for set up and removal of security cattle fencing during the carnival, additional trash service and increased restroom maintenance have already been budgeted.

ATTACHMENTS:

- Resolution
- Contracts (2)

###



WINTER OFFICES

4248 M61
Standish, MI 48658

WINTER PHONE

(989) 846-6572

FAX

(989) 846-6572

EMAIL

mifun@tjschmidtcarnival.com

FOOD SERVICE SPECIALIST

Sandra L. Schmidt(989) 239-4318

VICE PRESIDENT GENERAL OPERATIONS

Kyle T. Schmidt
(989) 302-1375

BUSINESS MANAGER/HUMAN RESOURCES

Douglas P. Burtch
(989) 213-5835

T.J. SCHMIDT & COMPANY

WEB

www.TjSchmidtCarnival.com

Proud Member:



Site Security Plan-Carnival 2022

Location: Lamar Park, City of Wyoming, MI

Overview:

The City of Wyoming Parks & Recreation will be sponsoring a carnival put on by T.J. Schmidt & Company of Standish, MI. This will return a percentage of gross receipts back to the Parks & Recreation Department and the Greater Wyoming Community Resource Alliance.

Dates of Operation: April 22, 2022-May 01, 2022

The event will be located in Lamar Park. We have obtained permission from City of Wyoming-Parks Department for operating this carnival during the following hours:

Monday-Thursday	4:00 - 8:30 p.m.
Friday	2:00 - 8:30 p.m.
Saturday & Sunday	Noon-8:30 p.m.

Security Plan:

TJ Schmidt & Company will retain designated staff to handle security during all Friday, Saturday and Sunday's of operation. Additional TJ Schmidt & Company staff will act as security with limited other job obligations during the respective weekdays. They will be equipped with two way radios to the carnival office.

Krashawn Martin of the City of Wyoming will review and confer with the Wyoming Police Department who will be requested to staff two officers for Thursday, Friday, Saturday and Sunday event dates with times TBD with advisement from the Chief of Police. Fire Inspectors and Chief Building Inspectors have also been notified of the carnival site plan. The entire carnival will be enclosed with temporary cattle fencing provided by the Parks and Recreation Department.

Doug Burtch is the Chief Operations Officer for TJ Schmidt & Company and will be the on-site Emergency Contact. His cell phone number is 989-213-5835.

2022 SPRING CARNIVAL CONTRACT

This 2022 Spring Carnival Contract is made as of February 21, 2022, between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 49509 (the “**City**”), and T.J. Schmidt & Company, LLC, a Michigan limited liability company of 1943 W M-61, Sterling, MI 48659 (“**TJS**”).

RECITALS

- A. As part of its programming, the City’s Parks and Recreation Department, in cooperation with the Greater Wyoming Community Resource Alliance (the “**Alliance**”), sponsors an annual spring carnival.
- B. TJS provides carnival rides, games, amusements and concessions in differing venues.
- C. The 2022 Spring Carnival is scheduled to begin on **April 22, 2022**, and end on **May 1, 2022** (the “**Carnival Dates**”) in a designated area of the City’s Lamar Park, 2561 Porter Street SW, Wyoming, MI 48509 (the “**Carnival Site**”).

TERMS AND CONDITIONS

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

Superseding COVID-19 Pandemic Provision:

- A. The parties mutually acknowledge the novel coronavirus COVID-19 (“**COVID**”) pandemic (the “**pandemic**”) has affected normal City and TJS operations. Emergency rules issued by the Michigan Occupational Health and Safety Administration (**MIOSHA**), emergency orders issued by the Michigan Department of Health and Human Services (**MDHHS**), guidelines issued by those agencies and by the United States Centers for Disease Control (**CDC**), Kent County Health Department (**KCHD**), and other agencies, and the City’s COVID-19 Preparedness and Response Plan, a copy of the current version of which is attached as Exhibit C but is subject to revision by the City at any time (“**City COVID Plan**”) require certain disease prevention protocols, limit attendance, require certain distancing among personnel and patrons, limit or prohibit certain activities, and impose other requirements or limitations that can affect the viability of the Spring Carnival or, at the very least, impose additional conditions on how it occurs.
- B. Not later than April 4, 2022, the parties will decide whether the Spring Carnival is viable given pandemic-related requirements and limitations then in effect. Either party may determine that due to those requirements and limitations, the 2022 Spring Carnival will not occur. If either party makes a decision to cancel the 2022 Spring Carnival due to the pandemic and communicates it to the other party by that date, neither party will have any further obligations related to the 2022 Spring Carnival.
- C. Regardless of any other term or condition of this Contract, if the 2022 Spring Carnival is held, TJS will comply with all applicable pandemic-related laws, rules, regulations, orders, and guidelines of MIOSHA, MDHHS, KCHD, and the CDC in setting up, operating and taking down the Spring Carnival. TJS will also fully cooperate with those agencies in any contact tracing or other actions any of those agencies may undertake in relation to persons working at or patronizing the Spring Carnival.
- D. Regardless of any other term or condition of this Contract, if the 2022 Spring Carnival is held, TJS will comply with the City COVID Plan in setting up, operating and taking down the Spring Carnival.

This provision will supersede any term or condition of this Contract that is contrary to it.

1. TJS’s Obligations. TJS will:

- A. Provide, manage, and operate a “turn-key,” top quality carnival on the Carnival Dates at the Carnival Site consisting of carnival rides, games, amusements, and concessions generally in keeping with past carnivals TJS has provided for the City’s Spring Carnival. The Spring Carnival will operate only between the hours of 4:00 p.m. and 8:30 p.m. on Monday through Thursday of the Carnival Dates, 2:00 p.m. and 8:30 p.m. on Friday of the Carnival Dates and noon and 8:30 p.m. on Saturdays and Sundays of the Carnival Dates (the “**Permitted Times**”).

- 1. TJS will provide all ticket sales, grounds clean-up, hand sanitizing stations, photo opportunity boards, trash and refuse receptacles, electrical cable covers, shaded areas with bench seating, a

centrally located office open and available to the City's personnel and staffed by TJS to address any questions or concerns, and all related services and amenities.

2. TJS personnel will all wear distinguishing, identifying uniform shirts and hats during all Permitted Times. All TJS personnel will treat City staff, Alliance staff, City and Alliance volunteers, Spring Carnival patrons, and the general public with civility, respect, and courtesy.

B. Arrive at the Carnival Site at a date and time to be arranged with the Special Events & Marketing Programmer for the City's Parks and Recreation Department (the "**City Contact**") to set-up in a manner acceptable to the City Contact the carnival within the Carnival Site which is to be enclosed by the City with temporary cattle fencing.

C. Remove the carnival, all vehicles and TJS personnel following the end of the Spring Carnival and restore the Carnival Site to a condition as good as it was in prior to TJS's arrival at the Carnival Site. That removal and restoration shall be completed by the date and time arranged with the City Contact.

D. Except during set-up and tear-down, maintain the Carnival Site during TJS's occupancy in a clean and neat condition, free of any trash or refuse outside of designated waste or recycling containers. TJS shall arrange for a dumpster and will regularly empty all trash and refuse containers.

E. Comply with the security plan it provides to and that is approved by the City's Public Safety Department, which shall, at a minimum, include:

1. TJS will have TJS personnel designated as "security" personnel by distinctive hats, shirts, badges or other means during all Friday, Saturday and Sunday Permitted Hours. Other TJS personnel will also perform security-related functions in addition to their other duties during those Friday, Saturday and Sunday Permitted Hours and during other Permitted Hours. Those TJS personnel will be equipped with 2-way radios allowing direct communications with the Spring Carnival office.

2. TJS will, at its expense, enter into a **Police Support Contract** with the City, generally in the form attached as **Exhibit A**, to provide 2 City police officers during agreed-upon Permitted Hours on Thursday, Friday, Saturday and Sunday.

F. Manage and operate the Spring Carnival in a safe manner. The Permitted Hours are not required hours of operation, but the only hours that operation is permitted. TJS shall determine whether weather, power outages, or other conditions make Spring Carnival operation unsafe and limit or cease operations during such times as TJS deems it unsafe operate. However, TJS shall comply with any directives issued by the City's Department of Public Safety, City's Inspections officials or others limiting or halting operations of some or all the Spring Carnival during certain times.

G. For itself and its personnel obtain, maintain, and comply all permits, licenses, registrations, certificates or other approvals required to own, manage, operate, site, set-up, tear-down, use, or transport all or any parts of the Spring Carnival including all rides, equipment, games, amusements, concessions, personnel's living quarters, office and other components and activities of the Spring Carnival. This includes arranging for and undergoing any required inspections by federal, state, county and City agencies or officials.

H. Ensure TJS and its personnel comply with all applicable (i) laws, rules, and regulations, (ii) requirements of licenses, permits, and other approvals, and (iii) orders of governmental agencies, officials and courts. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration and Michigan Occupational Safety and Health Act safe practices.

I. Comply with the terms of the City Carnival License and City Business License issued to TJS.

J. Provide the insurance required by this Contract.

K. Comply with notices, directions, notifications and other communications from City Inspections and Fire Department officials concerning actions needed to comply with applicable construction, fire and other codes.

L. Ensure TJS and its personnel comply with all other terms of this Contract.

M. Pay jointly to the City and the Alliance a total amount equal to 20% of TJS's gross receipts for carnival rides at the Spring Carnival. TJS will provide a reasonable accounting of the gross receipts. The City may, at its request, audit TJS's receipts for the Spring Carnival.

2. City Obligations. The City will:

A. Provide on the Carnival Site with the perimeter enclosed by temporary cattle fencing for the Carnival and provide an area on the Carnival Site for living quarters for TJS personnel.

B. Provide TJS personnel access to electric power, to potable water and to the Lamar Park restrooms in a manner arranged by the City's Parks Facilities Supervisor with TJS.

1. The City does not promise that the provided electric power is sufficient for any particular person or use and it is up to TJS to determine whether or not it meets the needs for the Spring Carnival and for any given ride, amusement or other equipment, device or use. However, the City's Inspection staff will inspect the electric power and uses for compliance with applicable construction and other codes.

2. The City's inspection staff may also inspect water connections and uses for compliance with applicable construction and other codes.

C. The City's fire inspection staff will also inspect the Carnival Site during and after set-up for compliance with applicable fire codes and other standards.

3. City Standard Terms and Conditions.

A. TJS and its personnel will not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment, or matters related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a particular job or position. TJS and its personnel will not discriminate, harass, or retaliate against a City officer or employee or a member of the public because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information unless a federal or state law mandates contrary action

B. Neither TJS nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

C. TJS and its members, officers and employees, have not engaged in and will not engage in: (i) holding or acquiring an interest that would conflict with this Contract; (ii) an act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence any 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, except TJS's personnel, any consideration contingent upon the award of this Contract. No TJS member, officer, or key employee is a spouse, parent, child, grandchild, or sibling of the mayor, a city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City before signing this Contract. TJS will immediately notify the City of any change in these circumstances.

D. TJS guarantees the use of software, records or other intellectual property used to meeting its obligations or exercising its rights under this Contract will not infringe any copyright, patent, trademark or other intellectual property rights.

E. TJS will retain copies of all records related to this Contract for at least 6 years after completion of this Contract and will, upon the City's request, allow inspection, auditing and copying of all retained records.

4. Independent Contractor. TJS is an independent contractor.

A. Neither TJS nor any TJS personnel are or will represent themselves to be City officers or employees.

B. Payment of any (i) income, sales, use, excise or other taxes related to the Spring Carnival, (ii) self-employment taxes, (iii) employee withholding for TJS personnel including, without limitation, Social Security, Medicare, income tax, garnishments or court ordered payments, insurance premiums or other amount TJS is required to pay or that is required to be withheld from any compensation due TJS personnel, (iv) wages and benefits (or premiums or other amounts for any fringe benefits) due or provided any TJS

personnel, (v) workers' disability compensation or unemployment compensation, and any similar amounts to be paid by or on behalf of TJS or its personnel are solely the responsibility of TJS.

C. Nothing in this Contract is intended to or shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or any association between the parties.

D. The City will not provide any liability or other insurance coverage of TJS or TJS personnel. TJS is solely responsible for any such coverage TJS is required to have or may wish to have. The City will not carry insurance covering TJS for any injuries or property damage TJS or TJS's personnel may suffer or experience in performance under this Contract.

E. TJS is solely responsible for (i) selection, transit, set-up, removal, operation, use, maintenance, repair, and management of the rides, games, equipment, devices, concessions, vehicles, living quarters, food, and other tools, materials and items used in the Spring Carnival; (ii) for the management, oversight, and operation of the Spring Carnival, (iii) maintenance and cleanliness of the Carnival Site during the Carnival Dates and from the first arrival of TJS at the Carnival Site before until the final vacation of TJS from the Carnival Site after the Carnival dates, and (iv) the conduct of TJS's members, officers, employees, and other TJS personnel.

5. Risk Allocation and Insurance.

A. TJS will hold the City, the Alliance, and their respective elected and appointed officers, employees and volunteers harmless from any injuries or property damage TJS and TJS's members, employees and other personnel may suffer during TJS's performance of under this Contract. Without limiting the generality of the previous sentence, TJS to the extent permitted by law, TJS releases the City, the Alliance and their respective elected and appointed officers, employees and volunteers, from all liability or responsibility to TJS and its members, officers, employees and other personnel and anyone claiming through or under TJS by subrogation nor otherwise, for any loss or damage to property of TJS or its members, officers, employees or other personnel caused by fire or any other casualty during the occupancy or use of any part of the Carnival Site by TJS or its members, officers, employees or other personnel, even if the fire or other casualty was caused by the fault or negligence of the City, the Alliance or their respective elected or appointed officers, employees or volunteers. TJS will ensure that its insurance policies include a clause or endorsement to the effect that such release will shall not adversely affect or impair such policies or prejudice the right of TJS to recover thereunder.

B. TJS will hold the City, the Alliance, and their respective elected and appointed officers, employees and volunteers harmless from, indemnify them for and defend them (with legal counsel reasonably acceptable to the City) against all claims, demands, lawsuits, administrative proceedings, judgments, awards, or other obligations to pay any amounts due to: (i) TJS's breach of this Contract, (ii) the intentional wrongful acts, recklessness, carelessness, or gross negligence of TJS or its members, officers, employees or other personnel, and (iii) any other personal injury (including death), property damage, or other loss suffered by a third party (an individual or person other than the City) resulting from any responsibility of TJS under subsection 4.E or other provision in this Contract.

C. Contractor has and will maintain the insurance coverage identified in the **Certificate of Liability Insurance** produced by Haas & Wilkerson Insurance, 4300 Shawnee Mission Parkway, Fairway, KS 66205, Client#: 12388, issued April 1, 2022 showing coverage by ACE American Insurance Company, NAIC# 22667, Policy # G24634358, and policy period from April 1, 2022 to April 1, 2023 that was filed with the City, a copy of which is attached as **Exhibit B**.

6. Term and Termination. This Contract will be in effect from the date first written above until all obligations under this Contract have been met or performed.

7. General Provisions.

A. This Contract is the entire agreement between the parties regarding to its subject matter although there is a separate Police Support Agreement between the parties. This Contract may not be amended or modified except in writing signed by both parties. It shall not be affected by any course of dealing and the waiver of a breach shall not constitute a waiver of a later breach of the same or another provision. Its captions are for reference only and shall not affect its interpretation, but its recitals are an integral part of

this Contract. This Contract was made in Kent County, Michigan and it shall be governed by and interpreted in accordance with Michigan law.

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

C. No individuals or entities other than the parties are intended to be beneficiaries of this Contract.

D. The reference to any City officer, employee or group of officers or employees by position includes that officer's, employee's or group's superiors and designees.

Authorized representatives of the parties have signed this Contract as of the date first written above.

[SIGNATURES ON NEXT PAGE]

CITY OF WYOMING

T. J. SCHMIDT & COMPANY, LLC

By: _____
Jack A. Poll, Mayor

By: _____
Doug Burtch, Business Manager

Date signed: _____, 2022

By: _____
Kelli A. VandenBerg, Clerk

Date signed: _____, 2022

Approved as to form:

Scott G. Smith, City Attorney

Attachments

- Exhibit A – Police Support Contract
- Exhibit B – Certificate of Insurance

EXHIBIT A
POLICE SUPPORT CONTRACT
(2022 SPRING CARNIVAL)

This Police Support Contract is made as of February 15, 2022, between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 48509 (the “City”) and T. J. Schmidt Company, LLC a Michigan limited liability company of 1943 W M-61, Sterling, MI 48659 (“Company”).

RECITALS

- A. The Company intends to occupy a part of Lamar Park in the City (the “Site”) to operate the 2022 Spring Carnival from **April 22, 2022** through **May 1, 2022**, in accordance with the 2022 Spring Carnival Agreement between the City and the Company dated as of **February 21, 2022** (the “Event”).
- B. The Company expects to draw many patrons during it hours of operations which are between the hours of 4:00 p.m. and 8:30 p.m. on Monday through Thursday of the Carnival Dates, 2:00 p.m. and 8:30 p.m. on Friday of the Carnival Dates and noon and 8:30 p.m. on Saturdays and Sundays of the Carnival Dates (“**Operation Hours**”).
- C. While it has its own security team, the Company, as part of an overall cooperative and foresighted effort to attend to the safe operation of the Event, believes a local police presence during a part the Operation Hours on Thursday, Friday, Saturday and Sunday will help the Company ensure the safety of Event patrons, the general public and Company personnel during the operation of the Event.
- F. The City is amenable to assigning police officers to provide that local police presence in accordance with this Contract.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this contract, the City and the Company agree:

- 1. **Assignment.** The City will schedule 2 police officers selected by the City Police Department to be in the Event Parking Areas and other areas surrounding the Company’s Premises in accordance with the scheduled hours that comprise the written operations plan agreed upon between the Company and the City Police Department Community Service Team.
 - A. This Contract provides for City Police presence, not any special or enhanced duties or services. Assigned officers will be under normal City Police Department command and will act in accordance with City Police Department policies, procedures and protocols. Company personnel shall have no ability to direct the assigned police officers. Company personnel may make requests of the assigned officers who will respond to those requests in accordance with City Police Department direction, policies, procedures and protocols. If Company personnel believe different actions or responses are appropriate, Company personnel may direct any such concerns to City Police Department command personnel.
 - B. Assigned officers will remain outside the areas of the Site that are open only to Company personnel and not to the general public unless summoned by Company personnel to address a particular situation within those premises.
 - C. One or both assigned officers will accompany Company personnel as they make deposits at the bank located near the Company’s Premises.
 - D. Assigned officers will use their discretion, as provided within City Police Department direction, policies, procedures and protocols to attend to vehicular traffic, pedestrian travel, specific situations, and particular incidents around the Company’s Premises, the surrounding streets, and the Event parking areas. Assigned officers shall have no special duties or special obligations to the Company, Company personnel, Company patrons or the general public. This Contract provides for City Police presence, not any special or enhanced duties or services.
 - E. In accordance with its normal practice, the City may assign other officers to duties related to the Event.
 - F. If, in the sole discretion of City Police Department command personnel, another situation away from the Event Site requires an intensive police response, City Police Department command personnel acting in their sole discretion, may dispatch the officers assigned to the Event Site to that other situation until, in the sole discretion of City Police Department command personnel, the other situation has been addressed in a manner that those officers (or replacement officers) can be returned to the Event Site to resume the services provided pursuant to this Contract. If such a circumstance occurs, the assigned officers will notify Company personnel that they are leaving and the Company will be provided a direct contact number for City Police Department command personnel on duty that time.

G. It is intended the officers assigned to perform services under this Contract will interact with Company personnel, Company patrons and the general public in a manner similar to that in which such officers would interact during similar events and assignments.

H. Similarly, it is intended that the Company and Company personnel will interact with the assigned police officers in a manner similar to that of other businesses, organizations, events and individuals interacting with City police officers in similar situations.

I. Nothing in this Contract shall limit the lawful authority of or the lawful exercise of that authority by the City, the City Police Department or any City Police Department personnel, including without limitation, any officers who may from time-to-time be involved in providing services pursuant to this Contract.

2. Payment. The Company will pay the City for the service provided under this Contract at the rate of **\$76.21 per officer per hour**. The Company and City currently **estimate 70 hours** will be paid under this Contract for a total of **\$5,334.70**. If the hours worked are more or less than the estimated number of hours, the Company will be billed for only those hours actually worked or reimbursed for any hours for which it has paid but officer did not work.

A. The Company will pay \$1,500.00 to the City not later than April 21, 2022, as a deposit toward the amount to be paid under this Contract.

B. Not later than June 1, 2022, the City will provide the Company an invoice detailing any additional amounts due or the amount to be refunded to the Company from the deposited amount.

C. Any payment or refund shall be paid within 15 days of the date of the invoice.

3. Responsibility for Personnel. Both the City and the Company will be solely responsible for the statements, acts and omissions of their respective personnel. Neither party shall be responsible for the statements, acts and omissions of the other party's personnel. Neither party shall be responsible to insure the other party or the other party's personnel.

4. Term. This Contract shall take effect as of the date first written about and shall remain in effect until all amounts required to be paid under this Contract have been paid in full.

5. General Provisions.

A. This Contract is the entire agreement between the parties regarding to its subject matter although there is a separate 2022 Spring Carnival Contract between the parties. This Contract may not be amended or modified except in writing signed by both parties. It shall not be affected by any course of dealing and the waiver of a breach shall not constitute a waiver of a later breach of the same or another provision. Its captions are for reference only and shall not affect its interpretation but its recitals are an integral part of this Contract. This Contract was made in Kent County, Michigan and it shall be governed by and interpreted in accordance with Michigan law.

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

C. No individuals or entities other than the parties are intended to be beneficiaries of this Contract.

D. The reference to any City officer, employee or group of officers or employees by position includes that officer's, employee's or group's superiors and designees.

Authorized representatives of the parties have signed this Contract as of the date first written above.

CITY OF WYOMING

T. J. SCHMIDT & COMPANY, LLC

By: _____
Jack A. Poll, Mayor

By: _____
Doug Burtch, Business Manager

Date signed: _____, 2022

By: _____
Kelli A. VandenBerg, Clerk

Date signed: _____, 2022

Approved as to form:

Scott G. Smith, City Attorney

EXHIBIT B



COVID-19 PREPAREDNESS AND RESPONSE PLAN

APRIL 2020
REVISED 05.05.2020
REVISED 05.26.2020
REVISED 06.04.2020

REVISED 06.08.2020
REVISED 07.29.2020
REVISED 08.12.2020
REVISED 10.21.2020

REVISED 11.12.2020
REVISED 11.17.2020
REVISED 12.09.2020
REVISED 01.18.2021

INTRODUCTION

This plan responds to the novel coronavirus COVID-19 (“**COVID**”) pandemic (the “**pandemic**”), complies with relevant COVID related rules, orders and guidelines from the Michigan Department of Health and Human Services (“**MDHHS**”), Michigan Occupational Health and Safety Administration (“**MIOSHA**”) and Kent County Health Department (“**KCHD**”), and incorporates some guidelines from the United States Centers for Disease Control and Prevention (“**CDC**”). It may be modified or supplemented by information or direction from the City Manager, City Attorney, Human Resources Director, Risk Control Supervisor, or department heads as pandemic related developments occur.

KEY TERMS

Since the first version of this Plan in April 2020, experts have developed better knowledge of the ways in which COVID is transmitted and tests have been developed to determine whether a person has been infected with the virus. For purposes of this Plan persons who receive a positive COVID test result will be referred to as **COVID-positive**. Persons who have symptoms of COVID infection will be referred to as **symptomatic**. Persons who have been exposed to COVID-positive or symptomatic persons will be referred to as **COVID-exposed**.

LEGAL FRAMEWORK

On October 12, 2020, in *House of Representatives and Senate v Governor*, Dkt No 161917, the Michigan Supreme Court ruled that the pandemic-related executive orders are of no continuing legal effect. MIOSHA emergency rules and MDHHS emergency orders address some issues formerly addressed by executive orders. Amendments to the Open Meetings Act in October and December 2020 allow virtual public meetings. Mayor Poll proclaimed a local civil emergency and issued an emergency order, that the City Council extended by resolution, providing for virtual meetings and partially in-person/partially virtual meetings of city public bodies. Legislation enacted in December 2020 now tie isolation and quarantine periods to CDC recommendations.

COMPLIANCE REQUIRED

Compliance with this plan is mandatory. Employee violations may result in disciplinary action. If others violate this plan, they will be removed from and precluded from re-entering the workplace.

Violations have consequences for the City, for administrative and supervisory staff, and others. Violations put co-workers, their families, and the public at risk of infection with the disease and consequences of the disease. Death is one possible consequence. Experts have said long-term heart, lung, kidney, brain, and other consequences may result from the illness. Citations and fines are possible. Lawsuits and liability may be possible. Accordingly, violations of this plan will be treated seriously.

WORKPLACE GATHERINGS (Including Meetings)

General Requirements

MDHHS defines “**gathering**” to mean “any occurrence where two or more persons from more than one household are present in a shared space.” A meeting is a gathering. Two persons in a truck is a gathering. Two persons in a hallway is a gathering. Two persons working together outside is a gathering.

MDHHS stated different limits and requirements for residential gatherings than for non-residential gatherings. This plan addresses only non-residential gatherings. However, to protect co-workers and the public, City personnel are also expected to comply with MDHHS orders for residential gatherings.

If not strictly necessary to perform job duties, workplace gatherings are prohibited. In-person meetings must be avoided unless essential. Conference calls, MS Teams, Zoom, Skype, or other virtual meeting technology (as approved by the City's IT staff) must be used instead of an in-person meeting, unless the in-person meeting is essential.

All gatherings require distancing of at least 6 feet, except when it is not possible due to the task being performed. Distancing is possible for all meetings. If at least 6-foot distancing cannot occur at a meeting because of the number of persons in the physical space, the meeting cannot be held in that space. Tasks that are exceptions include traveling in the same vehicle, working together within an excavation, working together to lift or move an item, and some other tasks.

Face coverings are required unless a person meets one of the MDHHS limited exceptions. Additionally, if an employee attending a meeting meets an exception and will not wear a face covering, the meeting cannot be held. Persons are permitted to remove a face covering only **if and to the extent needed** to make a presentation or speech or to be understood by others. Masks must be replaced immediately after speaking and during any breaks in speaking.

Outdoor Gatherings

Attendance at outdoor gatherings is limited to 25 persons. Where there is fixed seating occupancy is limited to 20% of seating capacity. Outdoor gatherings without fixed seating is limited to 20 persons per 1,000 square feet. Face coverings (unless meeting an exception) and distancing of at least 6-feet are required.

Indoor Gatherings

Indoor gatherings are prohibited except when meeting an exception in the MDHHS orders. Exceptions applicable to this policy include: (i) voting and election-related activities, (ii) law enforcement officer and first responder training, (iii) children in a child-care organization or camp setting, and (iv) essential meetings. If a customer meeting is required (*i.e.*, the matter cannot be done virtually), it is to be as brief as possible, involve only a single city employee, and be scheduled by appointment.

Libraries are limited to 30% of the capacity established by the fire marshal. Exercise facilities are limited to 25% of the capacity established by the fire marshal and there must be 12-feet of distance between each occupied workout station. Organized fitness classes are prohibited. Organized sports (except under the strictest of protocols) are prohibited.

Gatherings at some entertainment venues are permitted if (i) household groups consisting of 6 or fewer persons do not mingle, (ii) household groups consisting of 6 or fewer persons stay at least 6 feet apart, (iii) no food or beverage is served or consumed on the premises, (iv) no more than 100 persons are gathered in any distinct space.

Face coverings (except when a limited exception applies) and at least 6-foot distancing are required at all indoor gatherings.

Most Stringent Requirements Apply

City personnel must comply with this plan except when more stringent requirements apply. When more stringent requirements apply, City personnel must comply with those requirements. A gathering may be subject to stricter requirements depending on the participants, activities, location, and the persons overseeing it. For example, TEAM 21 gatherings at local schools will be subject to requirements applicable to those schools. Similarly, a gathering at a local business will be subject to the requirements applicable to that business. Therefore, when off-site or when engaged in activities involving persons other than city personnel, it will be important to ask what gathering requirements apply.

PROTECTIVE REQUIREMENTS

Disinfection

At the conclusion of any gathering, surfaces touched by gathering participants (tables, chairs, light switches, refrigerators, doors, cupboards, etc.), and all supplies (markers, pens, name plates, etc.) and equipment (projectors, computers, key boards, screens, easels, white boards, coffee makers, etc.) must be wiped down with disinfectant wipes prior to leaving the gathering space.

Face Coverings

Face coverings are required in all City buildings and facilities unless a limited exception applies. Face coverings must be worn in accordance with the **Work Safe Protocol** attached as **Appendix E**. Limited face covering exceptions are:

- (a) Children younger than 5 years old;
- (b) Those who cannot medically tolerate a face covering;
- (c) When eating or drinking while seated at a food service establishment;
- (d) When exercising outdoors and able to consistently maintain 6-foot distancing;
- (e) When swimming;
- (f) When receiving a medical service for which temporary removal of the face covering is necessary;
- (g) When asked to temporarily remove a face covering for identification purposes;
- (h) When communicating with someone who is deaf, deafblind, or hard of hearing and whose ability to see the mouth is essential to communication;
- (i) When actively engaged in a public safety role, including but not limited to law enforcement, firefighters, or emergency medical personnel, and where wearing a face covering would seriously interfere in the performance of their public safety responsibilities;
- (j) When engaging in a religious service; and
- (k) When giving a speech for broadcast or to an audience, provided that the audience is at least 6 feet away from the speaker.

The last exception allows face coverings to be removed while speaking to *an audience* (this does not apply to communications between or among colleagues in a meeting or while riding in a vehicle) and applies only while actually speaking. Even if engaged in an on-going meeting, face coverings must be worn.

Everyone at a gathering in a City office or facility must wear a face covering. If that is not possible due to an exception, if reasonably possible, the gathering must be terminated.

It cannot be assumed persons without face coverings meet an exception though it is permissible to accept their representation that they do. Therefore, responsible persons must ask (and document that they asked) each person without a face covering what limited exception that person meets.

Responsible Persons

A person responsible for a meeting in any city facility must not allow indoor gatherings of any kind unless individuals in those gatherings are required to wear face coverings (except for those meeting a limited exception). Responsible persons must also ensure that all meeting room surfaces are wiped down with disinfectant after use.

Protective Measures

The following protective measures remain in effect until further notice.

1. All city personnel are encouraged to obtain the COVID vaccination at their earliest opportunity. Human Resources staff will endeavor to stay abreast of and inform city personnel about vaccine availability and vaccination opportunities.
2. Each department head must designate one or more worksite supervisors to implement, monitor, and report on compliance with this plan at each worksite. The worksite supervisor must be on-site when employees are on-site. If the worksite is in the same facility as the department head, the department head may serve as the worksite supervisor.

3. Department heads with the assistance of the Risk Control Supervisor must assure each employee in their department is trained regarding:
 - A. Workplace infection-control practices.
 - B. Proper use of personal protection equipment (“PPE”).
 - C. Steps to be taken if an employee is symptomatic, COVID-positive, or COVID-exposed.
 - D. How to report unsafe conditions and/or violations of this plan.
 - E. This plan and access to it.
4. All in-person work must be performed consistently with the following distancing practices and other mitigation measures to protect workers and patrons.
 - A. All in-person work and activities on city property must comply with this plan, including its appendices and, where indicated, referenced documents.
 - B. Direction for in-person and remote work will be given in accordance with the Remote Work Policy attached as Appendix H. On premises workers will be limited to those determined by department heads (after consultation with the City Manager) needed to perform in-person work. Direction may be given to separate shifts of employees, to engage in cleaning of work areas, and to undertake other efforts to prevent viral spread among workers.
 - C. Employees, other workers, and patrons who are on-premise must remain at least 6-feet from one another to the extent possible. When possible, floors have been marked to guide distancing. Some workspaces were permanently modified to add windows separating city personnel from others. Temporary transparent shields or other physical barriers may be deployed. Employees may be relocated or provided additional resources to avoid shared use of offices, desks, telephones, and tools/equipment.
 - D. Facility cleaning and disinfection to limit COVID exposure must comply with this plan. Cleaning and disinfecting supplies are available at all worksites and use in compliance with this plan is required.
 - E. Workers must not enter any City building or premises if they are COVID-symptomatic or COVID-exposed. Screening procedures are provided below.
 - F. Sharing tools and equipment must be reasonably avoided and, when not reasonably avoidable, the tools and equipment must be cleaned frequently using methods and supplies provided by the city department or the Risk Control Supervisor.
 - G. Construction or similar work must also:
 1. Adhere to all applicable provisions in the preceding subsections.
 2. Comply with the daily screening requirements before beginning any shift or workday and before entering any city vehicle or using any city tools or equipment.
 3. When arriving at a jobsite, workers must confirm with the site supervisor that they complied with daily screening requirements.
 4. Face coverings must be worn in accordance with the requirements on pages 2-3 and in the Work Safe Protocol (Appendix E). Worksite supervisors are responsible for ensuring compliance with the Work Safe Protocol, including proper use of face coverings
 5. PPE must be worn as required by the Work Safe Protocol (Exhibit E) and the Risk Control Supervisor.
 6. Distancing is required, even at entrances, exits, hallways, equipment rooms, and other places, and even during breaks. The Risk Control Supervisor or department head will designate worksite entry points, choke points and high-risk areas and provide protective guidelines that must be followed for worker safety.
 7. Handwash or hand-sanitize at such times and in such a manner as can be accomplished using the equipment and supplies provided by the department head or Risk Control Supervisor.
 8. Workers, including any contracted workers, will be notified (perhaps by KCHD) if COVID-positive workers were in proximity or of other situation posing a risk of exposure.

9. City employees must minimize movement between project sites.
 10. All contractors and suppliers must be notified of these requirements and must comply with distancing and face covering requirements.
- H. Department heads must assign and instruct workers in city facilities to comply with the following:
1. Use only designated entry point(s) to reduce congestion at various entrances.
 2. Comply with distancing and other requirements.
 3. As directed under the Remote Work Policy (Appendix H) work remotely or in-person.
 4. Wear face coverings as required by this plan.
 5. Cover, turn-off or disable water fountains.
 6. Comply with requirements for meetings and other gatherings.
 7. Workers must comply with disinfection requirements in this plan.
 8. Signage shall be provided about the importance of personal hygiene.
 9. Sharing equipment and supplies (*e.g.*, pens, remotes, keyboards, phones, headsets, desks, etc.) must be reasonably avoided and, when not reasonably avoidable, they must be wiped down after each use.
 10. Visitors to city offices and facilities will be admitted only after completing a screening questionnaire and must be met and directed to the appropriate place. Visitors will also be informed about drive-up, drop-box, and remote ways of making payments, submitting applications, obtaining information and conducting other business.
- I. Only essential travel, as determined by the department head or City Manager, is allowed.
5. Employees will be assigned to work remotely or in-person in accordance with the Remote Work Policy (Appendix H), depending on seasonal and other episodic needs, sick leave, vacations, needs for immediate services, and other factors. As pandemic conditions change, the City will reevaluate remote and in-person work assignments and other measures to reduce chances of department-wide or workplace-wide COVID effects and minimize service disruptions.
 6. Employees may be eligible to take leave consistent with applicable law and city policies. A symptomatic on-site employee must contact Human Resources (or, if a Public Safety Department employee, the employee's Division Commander) and may be separated from other employees or sent home. If a Human Resources staff member is unavailable after normal Human Resources business hours, the employee should contact the employee's supervisor.
 7. Employees must complete screening upon entering their City workplace. Upon entering a city facility or using a city vehicle and before beginning each shift or workday, employees must complete and submit as directed the **questionnaire in Appendix A**. Some City offices (*e.g.*, the City Clerk's office leading up to an election) may limit access or require more screening for entrance.
 - A. As indicated on that questionnaire, employees answering "yes" to any of the questions must contact the person(s) indicated in the questionnaire for direction.
 - B. Employees answering "yes" to one or more questions may be sent home until allowed to return to work as provided in the **Return to Work Plan (Appendix B)**.
 8. Employees must wash their hands frequently, cover their coughs and sneezes, and avoid touching their faces.
 - A. Employees will be provided access to places to frequently wash hands or to access hand sanitizer.
 - B. Signs regarding proper hand washing methods will be posted in restrooms.
 - C. Electronic pop-up reminders will be periodically sent to city computer users. Employees receiving those reminders must wash hands and engage in other hygiene consistent with the reminders.
 9. Employees were provided "kits" containing appropriate hygiene products, masks and other items appropriate for their office, worksite, or workstation. Employees needing replenishing supplies should contact their supervisor or the Risk Control Supervisor.
 10. Enhanced cleaning and disinfecting will occur as follows:

A. Increased cleaning and disinfecting of surfaces, equipment, vehicles, and other elements of the work environment will be performed regularly using products containing EPA-approved disinfectants. Employees will be provided with access to cleaning supplies so that any commonly used surfaces can be wiped down before each use. Employees are directed to wipe down surfaces at the beginning and end of their shifts or workdays.

B. If a COVID-positive employee was in the workplace in the past 14 days tests, contact shall be made with Human Resources to arrange for cleaning and disinfecting.

C. Police, fire and public works vehicles will be disinfected after each shift or at such other times as directed by command or supervisory staff. Depending on equipment availability, other vehicles may also be disinfected.

11. Contractors and other visitors to city facilities must comply with the following:

A. Anyone entering a building must be screened prior to entering the building using the **visitor and contractor screening questionnaire** attached as **Appendix C**. If a person is symptomatic or answers “yes” to any screening question, that person must be denied entrance to the facility and provided a handout regarding what to do if you might have COVID. Unless meeting an exception recognized by MDHHS, all visitors and contractors must wear a face mask when in a city building, facility, or vehicle.

B. Elections will be conducted in accordance with practices and procedures approved by appropriate state and county officials, by the City Clerk and the City Manager.

12. Employees seeking COVID-related counseling or assistance are encouraged to use resources available under the Employee Assistance Plan or by visiting [Michigan.gov/StayWell](https://www.michigan.gov/StayWell).

13. The Risk Control Supervisor and Human Resources department will coordinate COVID training and ensure compliance with training requirements. They will provide contact information for any questions.

A. Training will focus on:

1. Ways by which the virus causing COVID is transmitted.
2. COVID symptoms.
3. Steps workers must take to notify supervisors and others they are symptomatic, COVID-positive or COVID-exposed.
4. Measures the city is taking to reduce worker viral exposure as described in this plan.
5. Requirements workers must follow in order to reduce viral exposure and spread.
6. The use of PPE, including the proper steps for putting it on and taking it off.

B. COVID training records will be maintained by the training department (Risk Control, Human Resources).

C. The following OSHA/MIOSHA required programs also apply to Covid-19 safety and health.

- Fire Department Infectious Disease Exposure Control Program (f/k/a BBP Exposure Control Plan)
- Police Department Infectious Disease Exposure Control Program (f/k/a BBP Exposure Control Plan)
- CWP/Public Works Infectious Disease Exposure Control Program (f/k/a BBP Exposure Control Plan)
- Hazardous Communication/Right-to-Know Program

CONCERNS OR COMPLAINTS

Employees, residents, or others with concerns or complaints about noncompliance with this plan or any applicable COVID-related county, state or federal requirements may contact the Human Resources Director at ostindiek@wyomingmi.gov or (616) 530-7173.

SYMPTOMATIC, COVID-POSITIVE AND COVID-EXPOSED EMPLOYEES

Symptomatic or COVID-Exposed Employees

An employee who (i) has or exhibits any of the symptoms listed on the employee daily screening questionnaire (Appendix A) or (ii) has, within the last 14 days, been exposed to a person who has any of those symptoms or is COVID-positive must:

1. Immediately notify the employee's supervisor and/or Human Resources contact; **and**
2. Seek immediate medical care or advice and follow directions of the employee's physician; **and**
3. Return to work only as provided in the **return to work plan** attached as **Appendix B**, including being cleared to do so by Human Resources (or, if employed in the Public Safety Department, by the employee's Division Commander).

If an employee is symptomatic or COVID-exposed as described above, city supervisory personnel must:

1. In accordance with MDHHS, KCHD and CDC guidance, notify all employees who may have come into close contact (being within approximately six feet for a prolonged period of time without PPE) with the employee in the past 10-14 days (while not disclosing the identity of the employee to ensure the individual's privacy); **and**
2. Ensure that the employee's work area is thoroughly cleaned.

COVID-Positive Employees

An employee who is COVID-positive (confirmed by a COVID test)

1. Immediately notify the employee's supervisor and/or Human Resources of that diagnosis; **and**
2. Remain out of the workplace until cleared to return to work in accordance with the return to work plan (Appendix B) including being cleared to do so by Human Resources (or, if employed in the Public Safety Department, by the employee's Division Commander).

In accordance with MDHHS, KCHD, and CDC guidance, if an employee is COVID-positive and has been in any city facility or in close contact with any other city employee within the previous 10-14, days, the department head working with Human Resources staff will do all the following:

1. Notify employees (this notification may be made by KCHD personnel) who may have had close contact with the employee (*e.g.*, within approximately 6 feet for a prolonged period of time or shared any workspace, tools or equipment with that employee) in the past 10-14 days (in accordance with the MDHHS, KCHD and CDC guidance) without disclosing the identity of the employee to ensure the employee's privacy); **and**
2. Ensure the entire workplace, or affected parts thereof (depending on employee's presence in the workplace), is thoroughly cleaned and disinfected; **and**
3. If necessary (as determined after consultation with Human Resources staff), close the work area or workplace, until necessary cleaning and disinfecting is completed; **and**
4. Communicate with employees about the presence of a confirmed case, the cleaning/disinfecting plans, and when the workplace will reopen.

These steps may change in accordance with MDHHS, KCHD and CDC guidance.

OPERATIONS CONTINUITY PLANS

In order to ensure critical operations and services continue, the City Manager and department heads have done and will, as needed, continue to do the following: (1) work to cross-train employees to perform needed tasks and functions; (2) identify alternate supply chains for critical goods and services; (3) develop plans to communicate important messages to employees and constituents; (4) develop succession plans, and (5) reevaluate remote work, alternate scheduling, and other means to ensure operational continuity.

PLAN SUPPLEMENTS

This plan may be supplemented by directives or guidance from the City Manager, department heads, or Risk Control Supervisor. Employees and others must comply with any such supplemental directives or guidance.

CERTIFICATION

By my signature below, this plan is an Administrative Policy of the City of Wyoming.

By signing below, I certify that to the best of my knowledge and belief:

1. This plan complies with applicable state laws.
2. This plan complies with applicable MDHHS emergency orders.
3. This plan complies with applicable MIOSHA emergency and other rules.
4. The plan is consistent with the guidance from United States Department of Labor, Occupational Health and Safety Administration publication OSHA 3990-03-2020, Guidance on Preparing Workplaces for COVID-19 and with KCHD guidance.
5. The plan is available on City of Wyoming website <https://www.wyomingmi.gov> and at each city facility where in-person operations take place during the COVID-19 pandemic. All employees and collective bargaining unit representatives have been advised of it and of where to obtain a copy. Elected officials and members of city boards and commissions have been advised of this Plan, how to access it, and its requirements applicable to their meetings.
6. This plan will be filed, if and as required, with any agency designated for such filing.

/s/ Curtis Holt (EVG)

Curtis L. Holt, City Manager

Date signed: January 18, 2021



CITY OFFICER AND EMPLOYEE
ADMISSION TO CITY FACILITIES, PROPERTY AND VEHICLES

As the City of Wyoming works to keep employees and others safe during the COVID-19 pandemic, the City requires all City officers and employees entering any City building, facility, or property, or using any city vehicles or equipment to complete this questionnaire.

A copy is to be submitted as directed by your department head. For those attending a meeting as a Council member or member of a board, commission or other body give the completed copy to the City staff member who is the staff contact for that body.

Responses must be provided for all items.

	Yes	No
1. Do you have a fever of 100.4 or higher that is not otherwise explained due to another diagnosed illness or condition (e.g. menstrual cycle, heat exhaustion, etc.)? ⁺	_____	_____
2. Have you had a fever of 100.4 or higher in the last 72 hours that is not otherwise explained due to another diagnosed illness or condition (see above)? ⁺	_____	_____
3. Do you have a new loss of taste or smell?	_____	_____
4. Do you have a new , atypical, uncontrolled cough that causes difficulty breathing? *	_____	_____
5. Do you have an atypical sore throat? *	_____	_____
6. Do you have one or more of any of the following: (i) chills, (ii) repeated shaking with chills, (iii) unusual, severe headache that is not otherwise explained due to another diagnosed illness or condition (e.g. seasonal allergies, migraine, etc.), (iv) diarrhea, vomiting, abdominal pain that is not otherwise explained due to another diagnosed illness or condition (e.g. irritable bowel, Crohn's disease, food borne illness, reaction to medication, etc.), or (v) muscle pain that is new and not attributable to injury or overuse?	_____	_____
7. Have you been diagnosed with COVID-19 in the last 14 days?	_____	_____
8. Have you had any contact with anyone who is known or suspected to have had COVID-19 in the last 14 days?	_____	_____
9. Have you traveled internationally within the last 14 days?	_____	_____

* Some persons may have symptoms of cough, sore throat, and difficulty breathing due to ongoing health conditions, (e.g. seasonal allergies, "smoker's cough," asthma, etc.). If your cough, sore throat, or difficulty breathing is typical for you, mark "NO". If it is a diagnosed typical symptom for which you have (i) consulted a physician or been cleared by the Health Department, and (ii) already contacted Human Resources, you do not need to contact the persons indicated below.

+ The City has provided me with a thermometer. If lost or broken, I will contact human resources for a new one. I have taken my temperature before or upon arriving at work.

Public safety: If you answer yes to any of these questions, contact your division commander.

All others: If you answer yes to any of these questions, you must notify your department head and contact your Human Resources representative (Kristen 616-802-0235 or Emily 641-780-4828 or Kim 616-295-0419) before entering the premises or vehicle and before beginning work.

This information is true to the best of my knowledge.

Signed: _____ Date: _____, 2021

Printed name: _____ Time: _____ .m.

Revised January 2021

APPENDIX B EMPLOYEE RETURN TO WORK PLAN

Employees will be allowed to return to work only when consistent with applicable state laws (e.g., MCL 419.401 *et seq.*) Michigan Department of Health and Human Services, CDC, and Kent County Health Department criteria (see the following pages) and after being cleared to do so by Human Resources (or, if employed in the Public Safety Department, by the employee's Division Commander).



New COVID-19 Quarantine Guidance

The Kent County Health Department is aligning its quarantine guidance for people exposed to coronavirus with new direction from the U.S. Centers for Disease Control and Prevention. **Effective immediately, the new guidance shortens the quarantine period for exposed people from 14 days to 10 days under certain scenarios.**

While the standard 14-day quarantine period remains, it can be reduced to 10 days without the need for testing if the following two conditions are met:

- The individual does not develop any symptoms of COVID-19 infection during daily symptom monitoring for the 10 days after the last exposure.
- Daily symptom monitoring continues through day 14 after the last exposure.

If the 10-day quarantine period is used, the Health Department still requires that:

- Potentially exposed individuals who develop symptoms during the 14-days seek testing and self-isolate while awaiting results.
- Potentially exposed individuals strictly adhere to mitigation strategies after exiting self-quarantine such as mask use, social distancing, avoiding crowds, etc.

[Isolation requirements](#) for individuals with a confirmed positive COVID-19 test have not changed.

Exemptions to New Quarantine Guidance

A 10-day quarantine period *does not* apply to those residing in congregate living settings or who work with high-risk populations.

Additionally, there may be conflicts in the length of quarantine for employers who fall under [Michigan Public Act 238](#) or [Michigan Occupational Safety and Health Administration rules](#). Employers should refer to those sources when determining whether non-essential employees need to wait 14 days to return to work.

Información en Español

Para español, *haga [clic aquí](#)*.

Kent County Health Department
700 Fuller Ave. NE
Grand Rapids, Michigan 49503
Tel: (616) 632-7100
www.accesskent.com/Health/



Important 'Return to Work' Information for Employers

Due to the extremely high rate of COVID-19 infections in Kent County, public health officials cannot conduct case investigations, contact tracing and issue “release from isolation/quarantine” letters in a timely manner. We have prepared the following guidelines to help employers get employees back to work after they recover from the coronavirus or are eligible for release from quarantine.

Quarantine Period Requirements

The previous 14-day quarantine period was based on the full incubation period of the virus. However, recent data found 90 to 99 percent of COVID-19 infections occur within 10 days of exposure.

While the standard 14-day quarantine period remains, it can be reduced to 10 days without the need for testing if the following two conditions are met:

- The individual does not develop any symptoms of COVID-19 infection during daily symptom monitoring for the 10 days after the last exposure.
- Daily symptom monitoring continues through day 14 after the last exposure.

If the 10-day quarantine period is used, the Health Department still requires that:

- Potentially exposed individuals who develop symptoms during the 14-days seek testing and self-isolate while awaiting results.
- Potentially exposed individuals strictly adhere to mitigation strategies after exiting self-quarantine such as mask use, social distancing, avoiding crowds, etc.

A 10-day quarantine period does not apply to those residing in congregate living settings or who work with individuals in high-risk groups. Additionally, there may be conflicts in the length of quarantine for employers who fall under [Michigan Public Act 238](#) or [Michigan Occupational Safety and Health Administration](#) rules. Employers should refer to those sources when determining whether non-essential employees need to wait 14 days to return to work.

[Isolation requirements](#) for individuals with a confirmed positive COVID-19 test have not changed.

[Isolation & Quarantine Calculators](#)

Quarantine: Employee had close contact with someone with COVID-19

If an employee had close contact with someone who is infected and did not test positive for COVID-19, the employee must quarantine for 14 days from the date of their last contact with the infected person. Quarantine means the employee should stay home, stay away from others as much as possible and watch for symptoms. Individuals cannot test out of quarantine. That is because it can take up to 14 days for the virus to incubate after contact with someone who is infected. If, after 14 days of quarantine, the employee has not tested positive and does not have symptoms associated with COVID-19, they may end quarantine and return to work.

WE DO NOT RECOMMEND that employees be required to show proof of two negative tests or present a “release from quarantine” letter from the Kent County Health Department. Both requirements would significantly and unnecessarily delay the employee’s return to work. For more information on quarantine, please visit the [CDC webpage on this topic](#).

Updated January 2021



**VISITOR AND CONTRACTOR
ADMISSION TO CITY FACILITIES QUESTIONNAIRE**

As the City of Wyoming works to keep employees and others safe during the COVID-19 pandemic, the City requires all visitors, including all contractor workers entering any City building, facility, or property to complete this questionnaire.

Responses must be provided for all items.

- | | Yes | No |
|---|-------|-------|
| 1. Do you have a fever of 100.4°F or higher that is not otherwise explained due to another diagnosed illness or condition (e.g., menstrual cycle, heat exhaustion, etc.)? | _____ | _____ |
| 2. Have you had a fever of 100.4°F or higher in the last 72 hours that is not otherwise explained due to another diagnosed illness or condition (see above)? | _____ | _____ |
| 3. Do you have a new loss of taste or smell? | _____ | _____ |
| 4. Do you have a new , atypical, uncontrolled cough that causes difficulty breathing? * | _____ | _____ |
| 5. Do you have an atypical sore throat? * | _____ | _____ |
| 6. Do you have one or more of any of the following: (i) chills, (ii) repeated shaking with chills, (iii) unusual, severe headache that is not otherwise explained due to another diagnosed illness or condition (e.g. seasonal allergies, migraine, etc.), (iv) diarrhea, vomiting, abdominal pain that is not otherwise explained due to another diagnosed illness or condition (e.g. irritable bowel, Crohn's disease, food borne illness, reaction to medication, etc.), or (v) muscle pain that is new and not attributable to injury or overuse? | _____ | _____ |
| 7. Have you been diagnosed with COVID-19 in the last 14 days? | _____ | _____ |
| 8. Have you had any contact with anyone who is known or suspected to have had COVID-19 in the last 14 days? | _____ | _____ |
| 9. Have you traveled internationally within the last 14 days? | _____ | _____ |

* Some persons may have symptoms of cough, sore throat, and difficulty breathing due to ongoing health conditions, (e.g. seasonal allergies, "smoker's cough," asthma, etc.). If your cough, sore throat, or difficulty breathing is typical for you, mark "NO." If it is a diagnosed typical symptom for which you have (i) consulted a physician or been cleared by the Health Department, and (ii) already contacted the City's administrative office, you do not need to contact the persons indicated below.

Visitors or contractors: If you answer yes to any of these questions, you must notify the City with whom you coordinated the work or made the appointment. That City staff member will contact the administrative office (616-530-3173) before you may enter the premises or before you may begin work.

City staff contact name: _____

City staff contact phone #: _____

This information is true to the best of my knowledge.

Signed: _____ Date: _____, 2021

Printed name: _____ Time: _____ .m.

Revised January 2021



VISITANTE Y CONTRATISTA
CUESTIONARIO DE ADMISION A LAS INSTALACIONES DE LA CIUDAD

Mientras la ciudad de Wyoming trabaja para mantener a los empleados y a otros seguros durante la pandemia de COVID-19, la Ciudad requiere que todos los visitantes, incluidos todos los trabajadores contratistas que ingresen a cualquier edificio, instalación o propiedad de la Ciudad, completen este cuestionario.

Se deben proporcionar respuestas para todos los artículos.

- | | Sí | No |
|---|-------|-------|
| 1. ¿Tiene fiebre de 100.4°F o más que no se explica de otra manera debido a otra enfermedad o afección diagnosticada (por ejemplo, ciclo menstrual, agotamiento por calor, etc.)? | _____ | _____ |
| 2. ¿Ha tenido fiebre de 100.4°F o más en las últimas 72 horas que no se explica de otra manera debido a otra enfermedad o afección diagnosticada (como lo que se enumera arriba)? | _____ | _____ |
| 3. ¿Tiene una nueva pérdida de sabor u olor? | _____ | _____ |
| 4. ¿Tiene una tos nueva, atípica e incontrolada que le causa dificultad para respirar? * | _____ | _____ |
| 5. ¿Tiene dolor de garganta atípica?* | _____ | _____ |
| 6. ¿Tiene uno o más de los siguientes síntomas: (i) un resfrío, (ii) temblores repetidos un resfrío, (iii) dolor de cabeza intenso e inusual que no se explica de otra manera debido a otra enfermedad o afección diagnosticada (por ejemplo, alergias estacionales, migraña, etc.), (iv) diarrea, vómitos, dolor abdominal que no se explica de otra manera debido a otra enfermedad o afección diagnosticada (por ejemplo, intestino irritable, enfermedad de Crohn, enfermedad transmitida por alimentos, reacción a medicamentos, etc.), o (v) ¿dolor muscular nuevo y no atribuible a una herida o uso excesivo? | _____ | _____ |
| 7. ¿Le han diagnosticado COVID-19 en los últimos 14 días? | _____ | _____ |
| 8. ¿Ha tenido algún contacto con alguien que se sabe o se sospecha que ha tenido COVID-19? | _____ | _____ |
| 9. ¿Ha viajado internacionalmente en los últimos 14 días? | _____ | _____ |

* Algunas personas pueden tener síntomas de tos, dolor de garganta y dificultad para respirar debido a condiciones de salud constantes (por ejemplo, alergias estacionales, "tos del fumador", asma, etc.). Si su tos, dolor de garganta o dificultad para respirar es típica para usted, marque "NO". Si se trata de un síntoma típico diagnosticado por el cual (i) ha consultado a un médico o ha sido autorizado por el Departamento de Salud, y (ii) ya se ha comunicado con la oficina administrativa de la Ciudad, no necesita comunicarse con las personas indicadas a continuación.

Visitantes o contratistas: si responde afirmativamente a cualquiera de estas preguntas, debe notificar a la Ciudad con quien coordinó el trabajo o hizo la cita. Ese miembro del personal de la Ciudad se comunicará con la oficina administrativa (616-530-3173) antes de que pueda ingresar a las instalaciones o antes de que pueda comenzar a trabajar.

Nombre de contacto del personal de la ciudad: _____

Teléfono de contacto del personal de la ciudad: _____

Esta información es verdadera a lo mejor de mi conocimiento.

Firmado: _____ Fecha: _____, 2021

Nombre impreso: _____ Hora: _____ m.

Revised January 2021

APPENDIX D

SIGNS FOR BUILDINGS

Signs such as the following must be placed on closed city buildings:

DUE TO THE COVID-19 PANDEMIC, THIS BUILDING IS CLOSED EXCEPT FOR AUTHORIZED CITY OF WYOMING PERSONNEL AND THOSE ENTERING BY APPOINTMENT.

IF YOU HAVE ITEMS TO DELIVER, CALL (616) [INSERT APPLICABLE NUMBER] FOR ASSISTANCE.

IF YOU ARE MAKING A PAYMENT, CONSIDER PAYING ON-LINE (SEE [HTTPS://WWW.WYOMINGMI.GOV](https://www.wyomingmi.gov)), PUTTING YOUR PAYMENT IN THE DROP BOX IN THE DRIVE AT THE REAR OF CITY HALL, OR USING THE DRIVE-UP WINDOW IN THE DRIVE AT THE REAR OF CITY HALL.

Signs such as the following will be posted on the Wyoming senior center:

DUE TO THE COVID-19 PANDEMIC, THOSE ENTERING THIS BUILDING WILL UNDERGO SCREENING AND ASKED TO WEAR A MASK. EXCEPT FOR THOSE MEDICALLY UNABLE TO DO SO, A MASK MUST BE WORN BY ALL PERSONS GOING BEYOND THE BUILDING LOBBY.

Signs such as the following will be posted at the city hall building entrances:

DUE TO THE COVID-19 PANDEMIC, THOSE ENTERING THIS BUILDING WILL UNDERGO SCREENING AND ASKED TO WEAR A MASK. EXCEPT FOR THOSE MEDICALLY UNABLE TO DO SO, A MASK MUST BE WORN BY ALL PERSONS GOING BEYOND THE BUILDING LOBBY.

IF YOU ARE MAKING A PAYMENT, CONSIDER PAYING ON-LINE (SEE [HTTPS://WWW.WYOMINGMI.GOV](https://www.wyomingmi.gov)), PUTTING YOUR PAYMENT IN THE DROP BOX IN THE DRIVE AT THE REAR OF CITY HALL, OR USING THE DRIVE-UP WINDOW IN THE DRIVE AT THE REAR OF CITY HALL.

IF YOU ARE FILING DOCUMENTS OR RETURNING A BALLOT, CONSIDER DOING SO USING IN THE DROP BOX IN THE DRIVE AT THE REAR OF CITY HALL, OR USING THE DRIVE-UP WINDOW IN THE DRIVE AT THE REAR OF CITY HALL.

Buildings must also display copies of the following in work areas and, especially, in restrooms and breakrooms:



APPENDIX E WORK SAFE PROTOCOL

In addition to the Protective Safety Measures on pages 2 and following of the City's COVID-19 Preparedness and Response Plan the following measures are in effect until further notice:

Meetings and Other Gatherings

Must comply with pages 2 and following of the City's COVID-19 Preparedness and Response Plan.

Face Coverings

In addition to the general requirements stated on pages 2-3 of the Plan, the following requirements apply to all city personnel. Departments may establish stricter requirements. Except when impossible (such as in a vehicle), social distancing is required even while wearing a mask. Personnel must comply with the following face covering requirements (those items marked required). Personnel and are strongly urged to comply with the following recommendations (those items marked as recommended).

- **All persons in any City buildings or facilities must wear a face covering.**
- **All gatherings of 2 or more people must include face coverings and social distancing.**
- Coming into and heading home from the workplace. **(Required when on any City premises unless alone in an enclosed vehicle.)**
- Interactions with the public even if social distancing can be maintained. **(Required.)**
- Interactions with employees outside of your immediate work area. **(Required.)**
- Interactions with employees within your immediate work area. **(Required.)**
- Meetings (to be held only if essential) with employees or contractors in an office or a meeting room when 6-foot distancing can be maintained. **(Required.)** Masks may be removed only if necessary to be understood and only while speaking.
- Unless prohibited by department protocol when in a city vehicle with another person. **(Required.)**
- Driving by yourself in your assigned vehicle. **(Recommended.)**
- When moving about a building. **(Required.)**
- When performing task out in the community, outside of a vehicle or equipment cab. **(Required.)**
- If entering a home or business where there is someone with symptoms or who is positive or suspected to have Covid-19. **(N95, KN95, or other assigned mask for this purpose, safety glasses, and gloves are required.)**
- When working where there could be an airborne contagion such as near raw wastewater. **(N95, KN95, or other assigned mask for this purpose, safety glasses, and gloves are required.)**
- If interacting with the public from behind a guard of some type. **(Required.)**
- If interacting with the public from behind a fully glassed area. **(Required.)**
- If performing a task alongside a co-worker, inside or outside, where 6 feet distancing cannot be maintained. **(Required.)**
- If outside, working separately, and unable to maintain 6-foot distancing. **(Required.)**
- When a person walks by your desk in your work area **(Required.)** (If persons are frequently walking by and within 6 feet of your desk, contact your department director or Risk Control Manager for a re-evaluation of the situation.)
- Two or more persons are reviewing a work order or plans beside a truck parked outside. **(Required.)**
- Talking to someone outside. **(Required for both.)**
- On way to a truck or other place, passing by a coworker who is shoveling. Give as much space as possible. **(Required.)**
- Working alone at your workspace and someone walks in to talk with you. **(Required for both.)**
- In a meeting or other gathering and someone refuses to wear face covering even when not talking. **(Gathering must end and everyone must leave the gathering space wearing a face covering.)**
- Driving in truck with another person making frequent outdoor stops. **(Required for both.)**
- Popping into someone's office to talk. **(Required for both.)**
- Alone in workspace interacting on a Zoom meeting. **(Required.)**
- Alone at workstation and someone passes by less than 6 feet away. **(Required.)**

Caring for City Issued Masks

- Hands must be washed or sanitized before putting on and after removing the mask.
- Hand wash or machine wash homemade masks daily.
- Cloth exam masks may be used until they are dirty, hard to breathe through, or damaged.
- Contact Risk Control Supervisor if you need additional masks.

Infectious Disease Control Measures

- Current surface cleaning standards shall be maintained.
 - Wipe down all surfaces in your workspace when you arrive and just before you leave.

- Wash hands frequently for 20-seconds.
- Follow strict “If you feel sick, stay home” practices per CDC and KCHD.
- Law enforcement and first responder training is permitted with compliance social distancing and face covering requirements.
- Refrain from attending in-person (versus participating virtually in) meetings outside of the City system.
- Limit work-related travel.
- Consider delivering or receiving prints, forms, etc. through curbside pick-up or delivery.
- Do not participate in handshaking or other physical contact when greeting others.
- Drinking fountains will remain covered until further notice.
- Posters supporting the above practices will be posted in all buildings.
- Use phone calls to conduct business as much as possible.
- Where possible, stick to main routes and hallways. Do not cut through departments when leaving an area.
- Follow all distancing cues in city buildings.

Exposure Determination

The City evaluated routine and reasonably anticipated tasks and procedures for all employees to determine whether there is actual or reasonably anticipated employee COVID exposure. The Risk Control Supervisor is responsible for seeing that exposure determination is performed as necessary. The following assessment has been completed.

Very High/High Exposure Risk

Jobs are those with high potential for exposure to **known or suspected sources of infectious disease** during specific medical, postmortem, or laboratory procedures. Workers in this category include:

- Healthcare workers (e.g., doctors, nurses, dentists, paramedics, emergency medical technicians) performing aerosol-generating procedures (e.g., intubation, cough induction procedures, bronchoscopies, some dental procedures and exams, or invasive specimen collection) on known or suspected infectious disease patients. **City of Wyoming employees include medical first responders/EMT performing aerosol-generating procedures only.**
- Healthcare or laboratory personnel collecting or handling specimens from known or suspected infectious disease patients (e.g., manipulating cultures from known or suspected infectious disease patients). **City of Wyoming employees include FSU personnel.**

Engineering Controls & PPE

- If an aerosol-generating procedure is being performed on patients with known or suspected infectious disease, and if full PPE is not available do not enter.
- Provide emergency responders and other essential personnel who may be exposed while working away from fixed facilities with alcohol-based hand rubs containing at least 60% alcohol for decontamination in the field.
- Increase fresh air to an area you may be working in.

Administrative Controls

- Ensure that psychological and behavioral support is available to address employee stress.
- Provide all workers with job-specific education and training on preventing transmission of infectious disease, including initial and routine/refresher training.

Personal Protective Equipment (PPE)

Most workers at high or very high exposure risk likely need to wear gloves, a face shield or goggles, and either a face mask or a respirator, depending on their job tasks and exposure risks. Those who work closely with (either in contact with or within 6 feet of) patients known to be, or suspected of being, infected with infectious disease, should wear N95 respirators. PPE ensembles may vary, especially for workers in laboratories and Forensic Services Unit. Additional PPE may include medical/surgical gowns, fluid-resistant coveralls, aprons, or other disposable or reusable protective clothing. Gowns should be large enough to cover the areas requiring protection. Public Service may also refer to direction from professional organizations and contacts.

Medium Exposure Risk.

Jobs include those that require frequent and/or close contact with (i.e., within 6 feet of) people who may be infected, but who are not known or suspected infectious disease patients. In areas without ongoing community transmission, workers in this risk group may have contact with travelers who may be returning from locations with widespread infectious disease transmission. In areas where there is ongoing community transmission, workers in this category may have contact be with the general public (e.g., in schools, high-population-density work environments, and some high-volume retail settings). **City of Wyoming employees include Community Services, Public Works, Police, Clean Water Plant, and Fire employees who are required to enter facilities or residential homes, who have direct contact with the public as part of their jobs, or have cleaning responsibilities related to decontaminating equipment or vehicles that have been potentially contaminated with an infectious disease.**

Engineering Controls

- All employees should be practicing 6-foot distancing, hand washing for 20-seconds, and surface cleaning per CDC recommendations. Where appropriate, install physical barriers to maintain 6-foot distancing. Department heads will determine if there is a need for staggering shifts in order to maintain social distancing.

Administrative Controls

- Employees entering businesses or private homes to perform inspections or emergency work should ask the following questions upon entering the premises: "Do you have upper respiratory symptoms, a cough, a fever, or shortness of breath." If the answer is yes to any of these, consider rescheduling. If rescheduling is not feasible, maintain 6-foot social distancing, use gloves, eye protection, and a mask if available. You can also request that the symptomatic person leave the immediate area so the work or inspection can proceed. When work is completed and you leave the premises, remove PPE and wash hard surfaces and hands per CDC recommendations.
- Where appropriate, limit public access to the worksite, or restrict access to certain workplace areas.
- Consider strategies to minimize face-to-face contact (e.g., drive through windows, phone-based communication).
- Communicate availability of medical screening or other worker health resources (e.g., telemedicine services).

Personal Protection Equipment

At a minimum, face masks are required when on any City property. Medium Exposure Risk category employees may need to wear some combination of gloves, a gown, a face mask, and/or a face shield, goggles or safety glasses. PPE ensembles for workers in the medium exposure risk category will vary by work task.

Lower Exposure Risk (Caution)

Jobs are those that do not require contact with people known to be, or suspected of being infected, nor frequent close contact with (*i.e.*, within 6 feet of) the general public. Workers in this category have minimal occupational contact with the public and other coworkers. **City of Wyoming employees not mentioned in a previous category.**

Engineering Controls

All employees must practice 6-foot distancing, hand washing for 20-seconds, and surface cleaning per CDC recommendations. Where appropriate, install physical barriers to maintain 6-foot distancing. Department heads will determine if there is a need for staggering shifts in order to maintain social distancing.

Administrative Controls

Monitor public health communications about infectious disease recommendations and ensure that workers have access to that information. Frequently check the CDC infectious disease website. Limit visitors into the workplace, stay home when sick, and frequent communication to employees about changing recommendations (daily if necessary).

Personal Protective Equipment

A cloth or surgical style mask is required. Additional PPE is not recommended outside of normal requirements for other tasks.

GENERAL PRINCIPLES – FIRST RESPONDER RESPONSE

- Regardless of dispatch information, EMS personnel should (i) be vigilant for travel history and signs and symptoms of communicable disease (e.g., fever, cough, shortness of breath), (ii) use standard precautions and (iii) add appropriate transmission-based infection control precautions whenever history or exam findings warrant.
- Follow strict standards and transmission-based precautions based on the patient's clinical information to avoid exposure to potentially infectious bodily fluids, droplets, and airborne particles.
- Avoid direct contact with a patient who may have a serious communicable disease until you are wearing appropriate PPE. Maintaining a distance of at least 6 feet may provide protection from transmission of many diseases.
- **Limit the number of EMS providers contacting a potentially infectious patient to the minimum required to perform tasks safely. If ALS personnel are already on-site, provide support services if needed. Avoid patient care if possible.**
- Hand hygiene (e.g., handwashing with soap and water, alcohol-based hand rub, or antiseptic handwash) is one of the best ways to remove germs, avoid getting sick, and prevent the spread of germs to others.
- Placing a surgical mask on a patient with likely infectious cough significantly limits droplet generation. Patients should cover their nose and mouth when coughing or sneezing; use tissues to contain respiratory secretions and, after use, dispose them in the nearest waste receptacle; and perform hand hygiene after having contact with respiratory secretions and contaminated objects or materials.
- Influenza and other diseases can transmit via ocular surfaces and other mucous membranes. Use PPE to protect the mucous membranes of the eyes, nose, and mouth during procedures and patient care activities that may

generate splashes or sprays of blood, body fluids, secretions, and excretions. Select combinations of masks, goggles, and face shield according to the anticipated need for the task performed.

- Infection control practices may evolve with novel agents or during infectious disease outbreaks or epidemics. During an outbreak, pandemic, or epidemic, the City will monitor information that may affect employees and get that to them as soon as possible.
- First responders recognizing a potentially infectious patient should notify the dispatch center so in-route ambulance responders are prepared to implement appropriate infection prevention and control measures.
- Use caution when approaching the disoriented or delirious patient, as erratic behavior (*e.g.*, flailing or staggering) can place EMS providers at additional risk of exposure.
- Keep nonessential equipment away from the patient, to minimize contamination on the scene and in the ambulance.

GENERAL PPE CONSIDERATIONS WHEN PREPARING FOR AN EPIDEMIC

The following is a list of PPE referred to in this plan. This is a suggested list only. Quantities and exact PPE stocked are dependent on ambulance service protocols and transport volumes/patient population. Modifications may be necessary for specialized transport units or during specific epidemics.

- Disposable exam gloves – standard gloves for standard precautions
- Cleanable goggles, face shield, or safety glasses.
- Surgical masks for patients and general city use.
- Disposable fluid-resistant gown OR disposable fluid-resistant coverall
- Disposable National Institute for Occupational Safety and Health (NIOSH)-approved, N95 or equivalent/higher level respirator (*e.g.*, any tight-fitting respiratory protection requires additional testing to be worn)
- Disposable boot/shoe covers

Donning PPE (Adapt based on level of risk of task)

1. Inspect PPE prior to donning for condition and correct size.
2. Perform hand hygiene; allow hands to dry before putting gloves on.
3. Put on first pair of gloves.
4. Put on gown or coverall, first pair of gloves should be under cuff of sleeve.
5. Put on boot/shoe covers.
6. Put on outer gloves.
7. Put on respirator – Apply mask and mold to face/nose.
8. Put on protective eyewear or face shield.
9. Go through range of motion, confirming the integrity of the ensemble.

Doffing PPE (taking off)

1. If possible, go to a designated area to remove.
2. Remove and discard outer gloves into bag.
3. Remove coverall, boot/shoe covers and discard.
4. Disinfect gloves with sanitizer if possible.
5. Remove respirator – bag if reusing.
6. Remove gloves without touching outside with bare hands
7. Perform hand hygiene – sanitize if not able to wash with soap and water. When soap and water is available perform proper handwashing for 20-seconds agitation

APPENDIX F

HOW TO WEAR A FACE COVERING

Based on information provided by the Michigan Department of Health and Human Services.

Wearing a cloth face covering is a best practice to protect you and others during the pandemic. A cloth face covering is required when in a outside your home and inside or in proximity to others. It is not a substitute for distancing. Cloth face coverings should be able to be laundered and machine dried without damage or change to shape (CDC, 2020).

How to wear a face covering appropriately (CDC, 2020):

- Clean hands with soap and water or alcohol-based hand sanitizer before putting on a face covering.
- Put the face covering over your nose and mouth and secure it under your chin. Cloth face coverings should fit snugly but comfortably against the side of your face, secured with ties or ear loops.
- Make sure you can breathe easily without restriction when wearing the face covering.
- Avoid touching the face covering while wearing, and if you do, clean your hands.
- When removing a face covering, handle only by the ties or ear loops, and fold outside corners together to avoid touching the front of the covering.
- Clean your hands with soap and water or alcohol-based hand sanitizer after removing and handling your face covering.

Cloth face coverings should not be placed on children younger than 2 years old, or anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the cover without assistance.

While safe for most people, it is possible that wearing a face covering could interfere with your

1. Breathing
2. Vision
3. Ability to communicate clearly
4. Self-care
5. Ability to regulate your temperature
6. Overall feelings of well-being

Below are some suggestions that may be helpful if you are having any of these problems:

1. Breathing

A cloth face covering may cause you to rebreathe some carbon dioxide you have breathed out, which may cause your breathing rate to increase. If a face covering is too tight or too thick, and causes too much resistance, it may cause breathing to slow. These changes in breathing may cause you to get lightheaded or not feel well. You may not be able to do as much or work as hard when wearing a face covering.

People with allergies, runny nose, asthma, or COPD may not be able to tolerate breathing in a face covering well or for as long. Face coverings made with too many layers of cloth, tightly woven cloth, or cloth that has gotten wet from saliva or mucus may be hard to breathe through.

Suggestions:

- Take breaks from your face covering
 - o If you have episodes of lightheadedness or shortness of breath, take breaks throughout the day. Go to your car, or somewhere else where you are away from others and remove your face covering for a little while. Remove the face covering by ear straps/ties, wash your hands with soap and water or use an alcohol-based hand sanitizer after removing.
 - o **If you experience an unusual, sudden, or significantly increasing lightheadedness, shortness of breath, or dizziness, it could be a sign of another serious medical condition. Notify a co-worker or call 9-1-1 for help.**
- Make sure the face covering is not too tight and the material is not too thick.
- Change a face covering if it gets wet or damp.
- If you have a health condition that makes wearing a face covering difficult, contact your department head or Human Resources for assistance. Try to limit trips and if you do have to go out, distance to the best of your ability.

2. Vision

Using a poorly placed face covering can obstruct vision. Glasses or goggles can become fogged up, especially in cold weather or when going from hot weather to an air-conditioned building or vehicle.

Suggestions:

- Unless another person is in the vehicle with you, it is not recommended that you wear a face covering while driving due to these potential hazards. If more than one person is in the vehicle, face coverings are required. If you are medically unable to wear a cloth mask while in a vehicle with another person contact the Risk Control Supervisor for alternatives.

- To stop glasses from fogging, wash glasses in soapy water and let them air dry. You can also rub a dab of shaving cream into the inside of the lenses. When they are dry, use a clean dry cloth to buff off any extra. The soap or shaving cream residue will prevent fog from forming.

3. Ability to communicate clearly

A covering over the mouth can make it difficult for others to understand what we are saying because words are muffled, and visual cues are blocked. This is worse with short or one-word statements because there isn't context to help others figure out what we are trying to say.

Face coverings also make it harder for the hard of hearing and hearing impaired to understand what you are saying.

Suggestions:

- Be sure to face the person you are talking to and speak in clear, complete sentences.
- Consider coming up with hand signals to use for common questions and answers.
- If you are talking to someone with hearing impairment make sure there is as little background noise as possible, talk slowly and clearly, and consider using a face covering with a clear front so your mouth movements can help with communication.
- How to Make an Accessible, Deaf-Friendly Face Mask:
<https://www.hsdcc.org/wp-content/uploads/2020/04/HSDCC-Instructions-for-Clear-Window-Masks.pdf>
 Communicator Face Mask <https://www.9and10news.com/content/uploads/2020/04/Communicator-Face-Mask.pdf>

4. Self-care

Wearing a face covering makes it difficult to eat, drink, scratch your nose, blow your nose, and so on.

Suggestions:

- It is important to take breaks in your car or another place to safely take care of such needs during the day.

5. Ability to regulate your temperature

Using a face covering in hot temperatures can cause you to feel uncomfortable and may cause you to overheat faster. Sweat and wetness may soak into the cloth face covering, and this makes it harder to breathe through the face covering as well, making it less effective.

Suggestions:

- Take extra breaks during hot weather, focusing on hydration and cooling down.
- Pay close attention for signs of heat illness.
- Change face coverings if yours gets wet or damp.

6. Overall feelings of well-being

It is not uncommon to feel some irritation or discomfort from your face covering. For some, it is much worse, and wearing a face covering can cause anxiety or feelings of claustrophobia.

Suggestions:

- If you are worried or nervous about wearing a face covering, start by wearing it loosely for very short periods of time around the house.
 - If this isn't possible, wear it around your neck or chin until that is tolerable before putting it over your mouth.
- Gradually increase the time until you feel comfortable wearing it outside your home. Make sure you get a face covering you like that feels comfortable.

Other Considerations:

Some worry that wearing a face covering or mask may cause people to touch their faces more often as they fit and adjust it. Be aware of this possibility and avoid touching your face and face covering.

Exhaled air may be forced up into your eyes while you are wearing a face covering which might irritate your eyes. If you notice this happening, use over-the-counter lubricating eye drops but wash hands prior to use.

Dirty face coverings can be a source of germs and infection. Your face covering should be washed and dried routinely depending on the frequency of use. Use a bag or bin to store cloth face coverings until they can be laundered. Use the appropriate washer and dryer settings and detergents for the materials your face covering is made of. The cloth face covering should be washed right away if you were around someone with COVID-19 or if the covering is visibly dirty. If you must re-wear your cloth face covering before washing, wash your hands immediately after putting it back on and avoid touching your face. Over time, washing and drying your cloth face covering will decrease its ability to filter out particles from your breath. Consider replacing your cloth face covering after four or five washes.

In addition, discard cloth face coverings that:

- No longer cover the nose and mouth
- Have stretched out or damaged ties or straps

- Cannot stay on the face
- Have holes or tears in the fabric

APPENDIX G OTHER RESOURCES

Helpful CDC Guidance:

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

<https://www.cdc.gov/coronavirus/2019-ncov/your-health/need-to-know.html>

CDC Handwashing Fact Sheet:

<https://www.cdc.gov/handwashing/pdf/HandSanitizer-p.pdf>

CDC Fact Sheet and Poster on Preventing the Spread of Germs:

<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention-H.pdf>

<https://www.cdc.gov/coronavirus/2019-ncov/downloads/stop-the-spread-of-germs-11x17-en.pdf>

CDC Fact Sheet on What to Do if You Are Sick:

<https://www.cdc.gov/coronavirus/2019-ncov/downloads/sick-with-2019-nCoV-fact-sheet.pdf>

CDC Poster for Entrance Reminding Employees Not to Enter When Sick:

<https://www.cdc.gov/coronavirus/2019-ncov/downloads/stayhomefromwork.pdf>

MDHHS Order:

https://www.michigan.gov/coronavirus/0,9753,7-406-98178_98455-549437--,00.html

https://www.michigan.gov/documents/coronavirus/1-13_COVID_Gathering_Guidelines_v1_712832_7.pdf

https://www.michigan.gov/documents/coronavirus/1-13_Capacity_Limits_Fact_Sheet_v2_712831_7.pdf

https://www.michigan.gov/coronavirus/0,9753,7-406-98178_98455-549432--,00.html

MIOSHA Emergency Rules and Infographic:

https://content.govdelivery.com/attachments/MIEOG/2020/10/14/file_attachments/1570997/MIOSHA%20Emergency%20Rules%2010-14-20.pdf

https://www.michigan.gov/documents/leo/Emergency_Rules_10.14_705109_7.pdf

https://www.michigan.gov/leo/0,5863,7-336-100207_103271---,00.html

KCHD Vaccine Information

<https://vaccinatewestmi.com/safety-efficacy/>

<https://vaccinatewestmi.com/vaccine-distribution/>

<https://vaccinatewestmi.com/faq/>

<https://accesskent.com/Health/covid-19-vaccine-registration.htm>

KCHD Guide to Cloth Face Coverings

<https://www.accesskent.com/Health/pdf/COVID-19/Guide-to-Cloth-Face-Coverings.pdf>

KCHD Stop the Spread of Germs Flyer

https://www.accesskent.com/Health/pdf/COVID-19/Stop_the_Spread_Flyers/English%20CDC%20stop-the-spread-of-germs%20poster%20kchd.pdf

KCHD COVID-19 FAQs

<https://kentcountybacktowork.com/wp-content/uploads/2020/09/Guidelines-and-Best-Practices-for-Employees-Final.pdf>

Face Covering Guidance

https://www.michigan.gov/documents/coronavirus/Face_Coverings_Guidance_for_non-healthcare_workers_Final_685949_7.pdf

APPENDIX H

COVID-19 PREPAREDNESS AND RESPONSE PLAN REVISED REMOTE WORK POLICY

This Remote Work Policy supplements the City's COVID-19 Preparedness and Response Plan to address when in-person work is permitted and when remote work is required. It will be made a part of the City's Plan upon the next revision to that Plan.

City workers engaged in activities that can feasibly be completed remotely must work remotely. City workers in the following described positions or in the following described tasks or processes must perform their work in-person using City facilities and/or equipment:

1. On-site monitoring or operation of City plants or equipment, such as water and clean water treatment plants and oversight of HVAC and other city building systems.
2. Use of City equipment or vehicles such as for snowplowing, mowing, vehicle or equipment maintenance, firefighting, police vehicles, or other equipment.
3. In-person interactions with the public, such as at the city hall counters for Assessor, Treasurer, and Clerk, for Inspections and Planning, and in the District Court. Such interactions should be limited by using virtual meetings (via Zoom, MS Teams, Skype, etc.), scheduling appointments, urging use of the drive-up window and drop-box, or other means. Departments must minimize staffing to minimize the numbers of workers with the public contact and thereby reduce the number of those who might have the same contacts with COVID-positive or symptomatic persons.
4. Work requiring access to incoming mail or deliveries. Workers must handle delivered items promptly and, if possible, return to remote work.
5. Work supporting other city workers or functions that cannot be performed remotely, such as those servicing city vehicles and IT staff working hands-on with IT hardware.
6. Overseeing construction or contractor work requiring where an on-site presence to provide site access, site security, on-site compliance with COVID-related requirements, etc.
7. Conducting, supporting, participating in, or operating equipment at a required in-person meeting, hearing, or other event. Examples include 62-A District Court judges and some court personnel, city prosecutors at court events, police officers and inspectors testifying during court events, or similar events to the extent those events cannot be held virtually. **NOTE:** Until at least March 1, 2021, all meetings of city bodies will be held remotely.
8. Security work to limit access to city buildings and facilities such as personnel conducting entrance screenings at City Hall.
9. Cleaning or sanitizing city buildings, facilities or equipment.
10. Periodic trash removal from city buildings or other property, such as parks and the WSC.
11. Staff needed to operate the city's yard waste site.
12. Supervisors who reasonably cannot supervise the work of others while off-site. It is noted that on-site supervisors are required to ensure COVID compliance at city buildings and facilities.
13. Other circumstances where on-site, in-person work is required to perform needed tasks, provide needed office coverage or for other reasons. The City Manager or Human Resources Director may require or permit it following consultation with the department head.

City department heads must regularly review their operations and employees to determine who will work remotely and who will work on-site and for what durations they will do so. Department heads should seek to alternate staffing, provide for remote work and take other reasonable steps to reduce the numbers of workers who may be subject to the same exposure event and reduce possible service disruptions.

Curtis L. Holt, City Manager

Original: 11.17.2020

Date signed: January 18, 2021

RESOLUTION NO. _____

RESOLUTION TO AMEND THE WARD BOUNDARIES FOR
THE CITY OF WYOMING, KENT COUNTY, MICHIGAN

WHEREAS:

1. State law requires municipalities, following the release of decennial census data, to adjust ward boundaries to distribute the population while creating wards that are contiguous and compact.
2. The 2020 Census data has been reviewed and analyzed for the purpose of adjusting ward boundaries.
3. While considering other legislative boundary changes, the City Clerk has proposed new ward boundaries as depicted in the attached map and boundary descriptions.

NOW, THEREFORE, BE IT RESOLVED:

1. The proposed ward boundaries are approved as described in the attachments.
2. The City Clerk shall notify the Michigan Secretary of State, the Kent County Clerk and all affected voters of the new ward boundaries, as required by law.
3. These new ward boundaries will take effect with the August 2, 2022 election.

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 February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Ward Map

Ward Boundary Descriptions

MEMORANDUM

Date: February 9, 2022
Subject: Redistricting of Wards
From: Kelli VandenBerg, City Clerk

Meeting Date: City Council Work Sessions and Regular Meetings in February

Our first step in redistricting is evaluation of wards. Overall population is the data point considered in this evaluation and the 2020 Census data is the source of this information.

- The Home Rule City Act provides guidance on the apportionment of wards, calling for local units to “...*provide for wards which are as nearly of equal population as is practicable and contiguous and compact.*”
- The City Charter is a bit ambiguous about apportionment of existing wards, but does encourage this process to “...*take into account not only the population but the various economic, school, political and social interest of the respective areas of the City.*”, when newly annexed areas are added to the city.

Using the above guidance, I have proposed two scenarios for the redistricting of wards. In the first scenario, I rely heavily on the concept of balancing wards by equal population. As they currently exist, our wards are remarkably well balanced, especially given the time that has passed since the last redistricting effort and the development that has occurred during that time. In this case, I propose no change to ward boundaries.

My second proposal relies more heavily on the concept of the factors identified in the City Charter, including economic, school, political and social interests. While the charter attributes these factors to newly annexed properties, it still seems prudent to consider them as it relates to our existing community and ward boundaries. The most significant factor I have taken into consideration is the tremendous amount of residential development occurring in our community and especially in Ward 3.

While several housing developments have reached completion and are occupied, several of these may not be captured in the 2020 Census data. Still many other developments are in-process and are yet to be filled. It is reasonable to assume once this housing is filled, the wards with the greatest amount of ongoing development will see the greatest amount of population growth. With this in mind, this second scenario enlarges Ward 1 by moving (current) Precincts 26 and 27 from Ward 3 to Ward 1. This adjustment increases the initial population of Ward 1 which has limited opportunity for future residential growth. This adjustment also reduces the initial population of Ward 3, which has the greatest opportunity for residential growth. Ward 2 would remain as is. This scenario creates a population imbalance initially but would theoretically come into balance as these residential developments are completed and filled in the next couple of years.

During this initial review of ward boundaries, I am interested in understanding Council's concerns and questions about this process and possible outcomes. While I have reviewed these scenarios and considered many factors, neither is without risk. The first scenario changes nothing and runs the risk of supporting severely imbalanced wards in a short period of time and through the remainder of this decade. The second scenario creates an initial population imbalance and assumes a certain amount of growth will occur to correct that imbalance. And it is possible there are other scenarios that we might wish to explore. I look forward to discussing this with you at the City Council Session on Monday, February 14, 2022.

Wyoming Proposed Ward Redraw

Councilmember Addresses

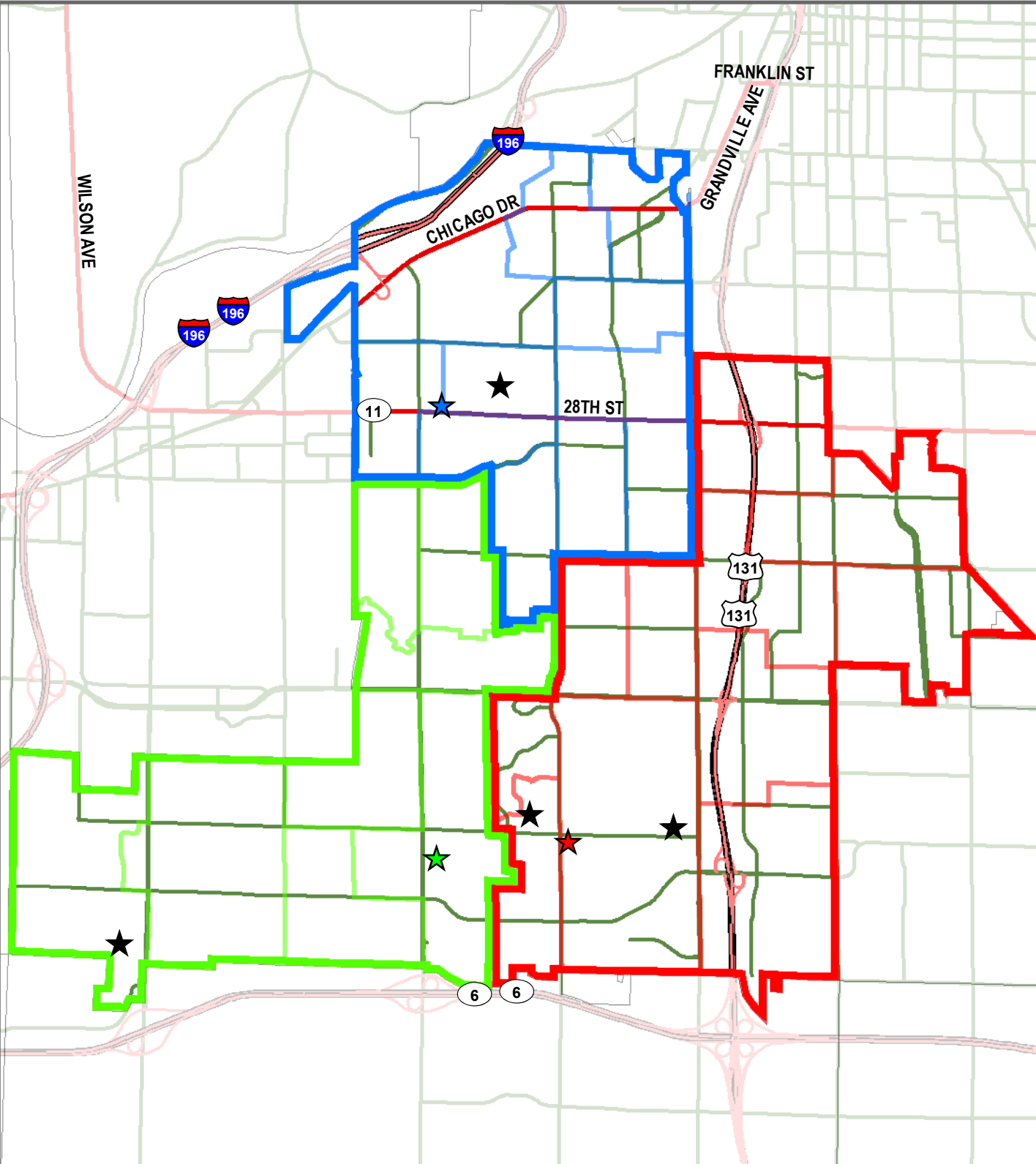
- ★ At-Large
- ★ Ward 1
- ★ Ward 2
- ★ Ward 3

Wards / Precincts

- 1
- 2
- 3

Total Population		76501	
Ward	Precinct	Total Population	Percent of total Population
1	1	2896	0.0379
1	2	1967	0.0257
1	3	3489	0.0456
1	4	2858	0.0374
1	5	3030	0.0396
1	6	2420	0.0316
1	7	2747	0.0359
1	8	1885	0.0246
1	9	3611	0.0472
1	26	1589	0.0208
1	27	1654	0.0216
Total Ward 1		28146	0.3679
2	10	2989	0.0391
2	11	2741	0.0358
2	12	2191	0.0286
2	13	2368	0.0310
2	14	1810	0.0237
2	15	1637	0.0214
2	16	1791	0.0234
2	17	3310	0.0433
2	18	1957	0.0256
2	19	2644	0.0346
2	20	2622	0.0343
Total Ward 2		26060	0.3406
3	21	3702	0.0484
3	22	1846	0.0241
3	23	2884	0.0377
3	24	3425	0.0448
3	25	2251	0.0294
3	28	2840	0.0371
3	29	2142	0.0280
3	30	3205	0.0419
Total Ward 3		22295	0.2914

76501 total check



City of Wyoming
Ward Boundary Descriptions
March 2022

Ward 1: Beginning at the point where the Grandville Public School District line meets 44th Street; then east along the centerline of 44th Street to Burlingame Avenue; then north along the centerline of Burlingame Avenue to 36th Street; then east along the centerline of 36th Street to Clyde Park Avenue; then north along the centerline of Clyde Park Avenue to Alger Street (city boundary); then east along the centerline of Alger Street to South Division Avenue (city boundary); then south along the centerline of South Division Avenue to Colrain Street; then east along the city boundary; then south along the city boundary; then west along the city boundary to South Division Avenue; then south along the centerline of South Division Avenue to the city boundary; then west along the city boundary to the point where the Grandville Public School District line exists; then north along the Grandville Public School District line to the point of beginning.

Ward 2: Beginning at the intersection of Prairie Street at the western city boundary; then north along the western city boundary to the north city boundary; then east along the north city boundary to Clyde Park Avenue; then south along the centerline of Clyde Park Avenue to 36th Street; then west along the centerline of 36th Street to Burlingame Avenue; then south along the centerline of Burlingame Avenue to a point best described as Beech Street as extended to the northern boundary of Lemery Park; then west along the northern boundary of Lemery Park to Groveland Avenue; then north along the centerline of Groveland Avenue to 36th Street; then west along the centerline of 36th Street to the rear lot lines running north-south between Gladiola Avenue and Boone Avenue; then north along the rear lot lines between Gladiola Avenue and Boone Avenue to Prairie Parkway; then west along the centerline of Prairie Parkway to Prairie Street; then west along the centerline of Prairie Street to the point of the beginning.

Ward 3: Beginning at the intersection of Prairie Street at the western city boundary; then east along the centerline of Prairie Street to Prairie Parkway; then east along the centerline of Prairie Parkway to the intersection of West Street as extended; then south along the centerline of West Street as extended to the rear lot lines running north-south between Gladiola Avenue and Boone Avenue; then south along the rear lot lines so described to 36th Street; then east along the centerline of 36th Street to Groveland Avenue; then south along the centerline of Groveland to the northern boundary of Lemery Park; then east along the northern boundary of Lemery Park to a point best described as Beech Street extended; then east along the described Beech Street extended to Burlingame Avenue; then south along the centerline of Burlingame Avenue to 44th Street; then west along 44th Street to the point where the Grandville Public School District boundary meets 44th Street; then south along the Grandville Public School District boundary to the south city boundary; then west along the south city boundary to Kenowa Avenue (city boundary); then north along the centerline of Kenowa Avenue to the north city boundary; then east along the north city boundary to the west city boundary; then north along the west city boundary to the point of beginning.

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE CONSTRUCTION MANAGER AGREEMENT WITH
JWK CONSTRUCTION, INC. FOR CONSTRUCTION OF CITY ATTORNEY AND
INDIGENT DEFENSE ADMINISTRATOR OFFICES AND TO AUTHORIZE THE
CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS:

1. It is necessary to provide an office in for the indigent defense administrator and to relocate the city attorney offices in the 62-A District Court building.
2. Doing so requires construction of new offices in the lower level of that building.
3. It is important to complete that work as soon as is reasonably possible.
4. A construction management approach will enable ordering of materials and other work to begin while design work continues.
5. JWK Construction, Inc. has successfully worked with the architectural firm providing design services and is confident of a timely project completion.

NOW, THEREFORE, BE IT RESOLVED:

1. The AIA Standard Form of Agreement between Owner and Construction Manager as Constructor dated February 22, 2022, is approved and the City Manager is authorized and directed to sign it on behalf of the city.
2. All resolutions and parts of resolutions are, to the extent conflict with this resolution, 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 session held on February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: February 16, 2022
Subject: Approval of construction manager contract with JWK Construction, Inc.
From: Scott Smith, City Attorney
Meeting Date: February 21, 2022

RECOMMENDATION:

Adopt the Resolution Approving Construction Manager Agreement with JWK Construction, Inc. for construction of City Attorney and Indigent Defense Administrator Offices.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Construction of city attorney offices in the lower level of the court building will free space for confidential client meetings as required by the MIDC and the MIDC grant. Construction of the indigent defense administrator office will provide an office for the indigent defense administrator serving the district courts in Kentwood, Wyoming, Grandville, and Walker.

Safety – Indigent criminal defendants have a right to defense counsel and to meet confidentially with their defense counsel. The meeting spaces need to provide sufficient distancing among participants.

Stewardship – This continues the transition to in-house (rather than outsourced) city ordinance prosecution that should, over a longer term, provide savings. Undertaking that work in-house also provides succession planning for the city attorney. MIDC grant funds will pay the construction costs for the indigent defense administrator's office. Compliance with MIDC requirements for confidential meeting spaces ensures continued receipt of MIDC grant funds for the indigent defense in the 62-A District Court. Use of a construction manager approach will expedite the construction, avoiding delays that might otherwise occur due to long lead times to obtain materials.

BUDGET IMPACT:

Funds for this project will come from MIDC grant funds (for the indigent defense administrator office) and from ARPA funds for the city attorney offices.

DISCUSSION:

With the addition of Heather Chapman to the city attorney's staff, no confidential meeting spaces are now available in the 62-A District Court for use during pretrial conferences. The current situation is frustrating to defense attorneys, the county prosecutor's staff, and others. Moreover, this situation fails to comply with MIDC requirements and the city obligations under the MIDC grant. This situation needs to be addressed soon.

Relocating the city attorney offices best meets this need by freeing up three confidential meeting spaces in proximity to the courtrooms and court lobby. After considering several options, those involved decided to relocate them to the former police physical fitness area (currently used for file storage) in the building's basement. Significant remodeling is needed but can be accomplished without disrupting court, city attorney or other operations.

Under a recently approved contract with The Architectural Group (TAG), design of the city attorney offices to be constructed in the lower level of the 62-A District Court building is underway. As the design progresses, it appears some construction materials may need to be ordered soon due to delivery lead-times. A normal design-bid-build process could, given lead times needed to acquire some materials and components, extend the project time by more than 90-days. Alternatively, a construction management approach enables ordering of some materials or components while design continues. The construction manager will then bid subcontracts to obtain best pricing.

TAG has worked successfully with JWK Construction, Inc. on similar projects and determined that JWK has the capacity to undertake and timely complete this project. JWK's construction management fee is \$2,500 for pre-construction work and 10% of the construction cost for the construction itself. Steve Karsten, one of JWK's owners, preliminarily estimates construction costs to be about \$150,000. Costs for the indigent defense administrator office (that is separated from the city attorney offices) will be separately tracked. It is estimated the space could be occupied in June.



AIA Document A133™ - 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the **Twenty Second** day of **February**
in the year **Twenty Twenty Two**
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

City of Wyoming
1155 28th Street, SW
Wyoming, Michigan 49509

and the Construction Manager:
(Name, legal status and address)

JWK Construction, Inc.
3340 LaRue Street, SW
Grandville, Michigan 49418

for the following Project:
(Name and address or location)

City of Wyoming
Justice Center and District Court Renovation
2650 DeHoop Avenue
Wyoming, Michigan 49509

The Architect:
(Name, legal status and address)

The Architectural Group
3100 Prairie, SW
Grandville, Michigan 49418

The Owner's Designated Representative:
(Name, address and other information)

Mr. Troy Rinks
1155 28th Street, SW
Wyoming, Michigan 49509

The Construction Manager's Designated Representative:
(Name, address and other information)

Mr. Steve Karsten
3340 LaRue Street, SW
Grandville, Michigan 49418

The Architect's Designated Representative:
(Name, address and other information)

Mr. Jay Miedema
3100 Prairie, SW
Grandville, Michigan 49418

The Owner and Construction Manager agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™ - 2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in the Agreement, and Modifications issued after execution of the Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, A1A Document A201™ - 2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201 - 2007, which document is incorporated herein by reference. The term "Contractor" as used in A201 - 2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the architect, for the Construction Phase to commence prior to completion

of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201 – 2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal or the Owner’s issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a “related party” according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201 – 2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4. Professional Services

Section 3.12.10 of A201 – 2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201 – 2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement to continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements

and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201 – 2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™ - 2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

A lump Sum of \$ 2,500.00

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within **Six (6)** months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid **Thirty (30)** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the

legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager’s performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager’s Fee.

§ 5.1.1 The Construction Manager’s Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

Ten percent (10%) of the total cost of the work.

§ 5.1.2 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

§ 5.1.3 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed _____ percent (_____ %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201 - 2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201 – 2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner’s prior consent on the basis of cost plus a fee), the terms “cost” and “fee” as used in Section 7.3.3.3 of AIA Document A201 – 2007 and the term “costs” as used in Section 7.3.7 of AIA Document A201 – 2007 shall have the meanings assigned to them in AIA Document A201 – 2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in the above-referenced provisions of AIA Document A201 – 2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site with the Owner’s prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager’s principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201 – 2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201 – 2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201 – 2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201 – 2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term “related party” includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager’s records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the **first (1st)** day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the **fifteenth** day of the **same** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **fifteen (15)** days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201 – 2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of **ten** percent (**10 %**). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of **ten** percent (**10 %**) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201 – 2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations,

audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201 – 2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201 – 2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201 – 2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201 – 2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201 – 2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201 – 2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201 – 2007. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201 – 2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201 – 2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201 – 2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201 – 2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201 – 2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201 – 2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201 – 2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201 – 2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2. of AIA Document A201 – 2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201 – 2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201 – 2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201 – 2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201 – 2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133 – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201 – 2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™ - 2007, Digital Data Protocol Exhibit, if completed, or the following:
 - .4 AIA Document E202™ - 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
 - .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

Steven J. Karsten **President**
(Printed name and title)



AIA Document A133™ - 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

THE OWNER:

(Name, legal status and address)

AIA Document A201™ - 2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed _____ Dollars (\$ _____), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
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§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
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§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Number	Title	Date
---------------	--------------	-------------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

Steven J. Karsten

(Printed name and title)

RESOLUTION NO. _____

RESOLUTION TO APPROVE FINAL PAYMENT FOR THE
56TH STREET IMPROVEMENTS (HAUGHEY AVENUE TO DIVISION AVENUE)

WHEREAS:

1. City Council awarded the bid for the improvements on 56th Street (Haughey Avenue to Division Avenue) on August 16, 2021.
2. As detailed in the attached staff report, additional work was required in order to complete the project increasing the total cost by \$46,998.87.
3. It is recommended the City Council approve final payment in the amount of \$47,060.78 to Diversco Construction Company, Inc.
4. Funds are available in the 203-441-46300-972.503 (Local Street) and 590-441-54400-972.544 (Sanitary Sewer) accounts. This project was approved with a contingency to cover such additional costs.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve final payment of \$47,060.78 to Diversco Construction Company, Inc. for the 56th Street Improvements (Haughey Avenue to Division Avenue).

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 February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Pay Estimate

Resolution No. _____

STAFF REPORT

Date: February 8, 2022

Subject: 56th Street Improvements (Haughey Avenue to Division Avenue) – Final Payment

From: Jeff Oonk, Senior Civil Engineer

Date of Meeting: February 21, 2022

RECOMMENDATION:

It is recommended that the City Council approve final payment of \$47,060.78 to Diversco Construction Company, Inc. for the 56th Street Improvements (Haughey Avenue to Division Avenue) project.

COMMUNITY, SAFETY, STEWARDSHIP:

Reliable infrastructure is critical in providing safe travel within the city as well as for safe water supply and safe disposal of stormwater and sanitary sewage.

DISCUSSION:

On August 16, 2021, the City of Wyoming awarded a contract for the 56th Street Improvements (Haughey Avenue to Division Avenue) to Diversco Construction Company, Inc. Construction. The project began in August 2021 and was completed in November 2021. After the project was bid, it was determined that the specified sanitary sewer pipe material was not available within a reasonable time frame due to supply issues, so a higher cost material was used. Additional lawn restoration and driveway improvements were also added to the project to ensure the street improvements matched into the properties of adjacent home and business owners. The cost for the changed pipe material and additional work resulted in an increase of \$46,998.87 to the original contract total.

BUDGET IMPACT:

There is sufficient money in the in the 203-441-46300-972.503 (Local Street) and 590-441-54400-972.544 (Sanitary Sewer) accounts for the addition to the 56th Street Improvements (Haughey Avenue to Division Avenue) contract.

CITY OF WYOMING

1155 28TH STREET S. W.
WYOMING, MI 49509

AUTHORIZATION FOR PAYMENT FOR WORK COMPLETED ON THE FOLLOWING CONTRACT

2021 56th Street Improvements (Haughey Avenue - Division Avenue)

	2021.9	Estimate # 8 - Final		
IDR START		12/1/2021		
IDR END		12/1/2021		
ACCOUNT NO.	REQUISITION	THIS ESTIMATE	TOTAL	
591-441-57300-972.573 Cap Outl Water	\$ 20,851.98		\$ 20,851.98	
590-441-54400-972.544 Cap Outl Sewer	\$ 266,905.32	\$ 10,835.78	\$ 277,741.10	
203-441-46300-972.503 Cap Outl Loc St	\$ 821,567.93	\$ 36,225.00	\$ 857,731.02	
	<hr/>	<hr/>	<hr/>	
	\$ 1,109,325.23	\$ 47,060.78	\$ 1,156,324.10	

CONTRACTOR: Diversco Construction Co, Inc.
570 Market Ave SW
Grand Rapids, MI 49503

PO# 2022-00000231

CONTRACT PRICE: \$ 1,109,325.23

\$ 1,109,325.23

DATE OF LAST ESTIMATE: 12/2/2021

DATE OF THIS ESTIMATE: 2/3/2022

TOTAL AMOUNT EARNED AS SHOWN ON ESTIMATE	8	\$ 1,156,324.10
LESS PREVIOUS ESTIMATES		\$ 1,109,263.32
AMOUNT DUE CONTRACTOR		\$ 47,060.78

PREPARED BY:  2-3-22

REVIEWED BY:  2.3.22



Construction Pay Estimate Report

2/3/2022 9:40 AM

City of Wyoming

FieldManager 5.3c

Contract: .2021.9, 56th St Improvement Buchanan to Division

Estimate Date	Estimate No.	Entered By	Estimate Type	Electronic File Created	All Contract Work Completed	Construction Started Date
02/03/2022	8	Oonk Jeff	FINAL	No	11/24/2021	8/23/2021
Prime Contractor Diversco Construction Company Inc				Managing Office City of Wyoming		

Item Usage Summary

Item Description	Item Code	Prop. Line	Project	Category	Project Line No.	Item Type	Mod. No.	Quantity	Dollar Amount
SANITARY SEWER 10" (14' - 25' DEPTH) Additional Cost for SDR 26	_3200	0370	2021.9	0001	0370	SA	001	1,223.000	\$10,835.78
STREET GRADE	_6114	0215	2021.9	0001	0215	00	000	900.000	\$36,225.00
Total Estimated Item Payment:									\$47,060.78

Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	SITE NUMBERS SHOULD BE CODED 00	Completion Date		\$0
Total Liquidated Damages:				\$0

Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
2021.9, 56th St Improvement Buchanan to Division	0008	\$47,060.78	\$0.00	\$47,060.78
Voucher Total:				\$47,060.78

Summary

Current Voucher Total:	\$47,060.78	Earnings to date:	\$1,156,324.10
-Current Retainage:	\$0.00	- Retainage to date:	\$0.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
Total Estimated Payment:	\$47,060.78	Net Earnings to date:	\$1,156,324.10
		- Payments to date:	\$1,109,263.32
		Net Earnings this period:	\$47,060.78



Construction Pay Estimate Report

City of Wyoming

2/3/2022 9:40 AM

FieldManager 5.3c

Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document. I also certify the prime contractor is meeting all requirements for minority percentages and the payrolls are current.



Jeff Oonk (Project Engineer) and/or

2-3-22

(Date)



Russ Henckel (Construction Engineer)

2.3.22

(Date)



Construction Pay Estimate Amount Balance Report

Estimate: 8

2/3/2022 9:40 AM
FieldManager 5.3c

City of Wyoming

Contract: .2021.9, 56th St Improvement Buchanan to Division

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
-RELOCATE WATER SAMPLING SITE	_9999	0325	2021.9	0001	1.000	1.000	1.000	1.000	100%	1,165.00000	\$1,165.00
1" WATER SERVICE, SHORT SIDE	_5606	0195	2021.9	0001	2.000	2.000	2.000	2.000	100%	2,125.00000	\$4,250.00
1.5" WATER SERVICE, LONG SIDE	_5607	0200	2021.9	0001	3.000	3.000	3.000	3.000	100%	4,000.00000	\$12,000.00
1.5" WATER SERVICE, SHORT SIDE	_5608	0205	2021.9	0001	1.000	1.000	1.000	1.000	100%	2,890.00000	\$2,890.00
42 INCH CHANNELIZING DEVICE - FURNISHED	_8115	0035	2021.9	0000	80.000	80.000	80.000	80.000	100%	21.50000	\$1,720.00
42 INCH CHANNELIZING DEVICE - OPERATED	_8116	0040	2021.9	0000	80.000	80.000	80.000	80.000	100%	1.00000	\$80.00
6" UNDERDRAIN IN GEOTEXTILE	_4000	0155	2021.9	0001	3,445.000	3,445.000	3,445.000	3,445.000	100%	7.40000	\$25,493.00
6" AGGREGATE BASE (CIP)	_6143	0220	2021.9	0001	6,576.600	6,576.600	6,576.600	6,576.600	100%	18.35000	\$120,680.61
6" SANITARY LATERAL	_3350	0150	2021.9	0001	12.000	12.000	12.000	12.000	100%	3,275.00000	\$39,300.00
6" WYE ON 10" SANITARY SEWER	_3325	0145	2021.9	0001	12.000	12.000	12.000	12.000	100%	346.00000	\$4,152.00
ADJUST CASTINGS	_6295	0275	2021.9	0001	26.000	26.000	26.000	26.000	100%	675.00000	\$17,550.00
ADJUST EX VALVE BOX	_5065	0355	2021.9	0000	3.000	3.000	3.000	3.000	100%	285.00000	\$855.00
BARRICADE TYPE III LIGHTED - FURNISHED	_8110	0025	2021.9	0000	8.000	8.000	8.000	8.000	100%	125.00000	\$1,000.00
BARRICADE TYPE III LIGHTED - OPERATED	_8111	0030	2021.9	0000	8.000	8.000	8.000	8.000	100%	10.00000	\$80.00
BULKHEAD EX SEWER PIPE	_4056	0170	2021.9	0001	1.000	1.000	1.000	1.000	100%	1,240.00000	\$1,240.00
CATCH BASIN COVER AND CASTING	_4032	0165	2021.9	0001	13.000	13.000	13.000	13.000	100%	420.00000	\$5,460.00
CLASS A SEED HYDRO-MULCH	_7015	0320	2021.9	0001	6,563.050	6,563.050	6,563.050	6,563.050	100%	0.95000	\$6,234.90
CONCRETE CURB AND GUTTER, 24"	_6235	0240	2021.9	0001	0.000	0.000	0.000	0.000		16.00000	
CONCRETE CURB AND GUTTER, 30"	_6240	0245	2021.9	0001	3,729.000	3,729.000	3,729.000	3,729.000	100%	12.00000	\$44,748.00

Contract: .2021.9

Estimate: 8



Construction Pay Estimate Amount Balance Report

Estimate: 8

2/3/2022 9:40 AM
FieldManager 5.3c

City of Wyoming

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
CONCRETE CURB AND GUTTER, 30", ROLLED	_6241	0250	2021.9	0001	163.000	163.000	163.000	163.000	100%	16.00000	\$2,608.00
CONCRETE FLAT TOP ON EX DRAINAGE STRUCTURE	_4022	0345	2021.9	0000	1.000	1.000	1.000	1.000	100%	425.00000	\$425.00
CONCRETE GUTTER, 48"	_6220	0235	2021.9	0001	184.000	184.000	184.000	184.000	100%	22.00000	\$4,048.00
CONCRETE PAVEMENT NON REINFORCED, 4"	_6280	0265	2021.9	0001	512.700	512.700	512.700	512.700	100%	24.75000	\$12,689.33
CONCRETE PAVEMENT NON REINFORCED, COLORED, STAMPED	_6290	0270	2021.9	0001	40.300	40.300	40.300	40.300	100%	90.00000	\$3,627.00
CONCRETE SIDEWALK, 4"	_6270	0255	2021.9	0001	16,064.500	16,064.500	16,064.500	16,064.500	100%	2.75000	\$44,177.38
CONCRETE SIDEWALK, 8"	_6272	0260	2021.9	0001	395.000	395.000	395.000	395.000	100%	6.25000	\$2,468.75
CONCRETE VERTICAL CURB 6"	_6242	0360	2021.9	0000	18.000	18.000	18.000	18.000	100%	25.00000	\$450.00
COVER AND CASTING	_4031	0160	2021.9	0001	11.000	11.000	11.000	11.000	100%	415.00000	\$4,565.00
DETECTABLE WARNING PLATES	_6217	0230	2021.9	0001	73.500	73.500	73.500	73.500	100%	60.00000	\$4,410.00
DEWATERING	_1198	0010	2021.9	0000	1.000	1.000	1.000	1.000	100%	82,055.00000	\$82,055.00
DRAINAGE STRUCTURE 4' DIA (0' - 14' DEPTH)	_4400	0190	2021.9	0001	16.000	16.000	16.000	16.000	100%	2,590.00000	\$41,440.00
FLAG CONTROL	_8000	0015	2021.9	0000	1.000	1.000	1.000	1.000	100%	2,700.00000	\$2,700.00
HAND PATCHING	_6305	0280	2021.9	0001	0.000	0.000	0.000	0.000		136.32000	
HMA DRIVE APPROACH	_6399	0295	2021.9	0001	106.910	106.910	106.910	106.910	100%	157.00000	\$16,784.87
HMA MIXTURE - 4E1	_6352	0285	2021.9	0001	760.250	760.250	760.250	760.250	100%	64.80000	\$49,264.20
HMA MIXTURE - 5E1	_6354	0290	2021.9	0001	640.920	640.920	640.920	640.920	100%	71.76000	\$45,992.42
HYDRANT Including 6" fittings, pipe & valve	_5040	0335	2021.9	0000	2.000	2.000	2.000	2.000	100%	7,560.00000	\$15,120.00
LIGHTED ARROW TYPE A - FURNISHED	_8120	0045	2021.9	0000	1.000	1.000	1.000	1.000	100%	615.00000	\$615.00
LIGHTED ARROW TYPE A - OPERATED	_8121	0050	2021.9	0000	1.000	1.000	1.000	1.000	100%	100.00000	\$100.00

Contract: 2021.9

Estimate: 8



Construction Pay Estimate Amount Balance Report

Estimate: 8

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FieldManager 5.3c

City of Wyoming

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
MESSAGE BOARD - FURNISHED	_8122	0055	2021.9	0000	0.000	0.000	0.000	0.000		1,950.00000	
MESSAGE BOARD - OPERATED	_8123	0060	2021.9	0000	0.000	0.000	0.000	0.000		200.00000	
MINOR TRAFFIC CONTROL DEVICES	_8010	0020	2021.9	0000	1.000	1.000	1.000	1.000	100%	28,475.00000	\$28,475.00
MISCELLANEOUS GRAVEL	_6105	0210	2021.9	0001	109.600	109.600	109.600	109.600	100%	36.00000	\$3,945.60
MOBILIZATION	_1000	0005	2021.9	0000	1.000	1.000	1.000	1.000	100%	100,300.00000	\$100,300.00
NEW VALVE BOX, TOP ONLY	_5067	0365	2021.9	0000	1.000	1.000	1.000	1.000	100%	195.00000	\$195.00
PAVT MRKG, INLAID COLD PLASTIC, 24" CROSSWALK	_6430	0300	2021.9	0001	50.000	50.000	50.000	50.000	100%	15.00000	\$750.00
PAVT MRKG, INLAID COLD PLASTIC, 24" STOP BAR	_6431	0305	2021.9	0001	16.000	16.000	16.000	16.000	100%	15.00000	\$240.00
PAVT MRKG, REGULAR, 4" YELLOW	_6612	0310	2021.9	0001	380.000	380.000	380.000	380.000	100%	0.95000	\$361.00
REBUILD EXISTING DRAINAGE STRUCTURE, FULL DIAMETER	_6294	0350	2021.9	0000	4.000	4.000	4.000	4.000	100%	265.00000	\$1,060.00
REMOVE CONCRETE	_1550	0125	2021.9	0001	210.500	210.500	210.500	210.500	100%	10.00000	\$2,105.00
REMOVE CURB AND GUTTER	_1008	0080	2021.9	0001	487.000	487.000	487.000	487.000	100%	8.00000	\$3,896.00
REMOVE EX COVER AND CASTINGS	_1142	0105	2021.9	0001	2.000	2.000	2.000	2.000	100%	205.00000	\$410.00
REMOVE EX DRAINAGE STRUCTURE	_1145	0115	2021.9	0001	7.000	7.000	7.000	7.000	100%	504.00000	\$3,528.00
REMOVE EX HYDRANT	_1168	0120	2021.9	0001	2.000	2.000	2.000	2.000	100%	430.00000	\$860.00
REMOVE EX SEWER	_1125	0100	2021.9	0001	111.000	111.000	111.000	111.000	100%	16.50000	\$1,831.50
REMOVE EX VALVE AND BOX	_1143	0110	2021.9	0001	2.000	2.000	2.000	2.000	100%	315.00000	\$630.00
REMOVE PAVEMENT	_1045	0090	2021.9	0001	5,611.700	5,611.700	5,611.700	5,611.700	100%	3.40000	\$19,079.78
REMOVE SIDEWALK	_1035	0085	2021.9	0001	106.000	106.000	106.000	106.000	100%	8.00000	\$848.00
REMOVE STUMPS 19" TO 36"	_1006	0075	2021.9	0001	2.000	2.000	2.000	2.000	100%	375.00000	\$750.00
REMOVE STUMPS 8" TO 18"	_1005	0330	2021.9	0000	2.000	2.000	2.000	2.000	100%	125.00000	\$250.00
REMOVE TREES 19" TO 36"	_1003	0070	2021.9	0001	6.000	6.000	6.000	6.000	100%	995.00000	\$5,970.00

Contract: .2021.9

Estimate: 8



Construction Pay Estimate Amount Balance Report

Estimate: 8

2/3/2022 9:40 AM
FieldManager 5.3c

City of Wyoming

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
REMOVE TREES 8" TO 18"	_1002	0065	2021.9	0001	18.000	18.000	18.000	18.000	100%	295.00000	\$5,310.00
REMOVE, SALVAGE, AND RESET MAILBOX AND POST	_1055	0095	2021.9	0001	13.000	13.000	13.000	13.000	100%	105.00000	\$1,365.00
SANITARY SERVICE CONNECTION Lump Sum	_3015	0340	2021.9	0000	1.000	1.000	1.000	1.000	100%	550.00000	\$550.00
SANITARY SEWER 10" (14' - 25' DEPTH)	_3200	0130	2021.9	0001	1,220.000	1,220.000	1,220.000	1,220.000	100%	90.75000	\$110,715.00
SANITARY SEWER 10" (14' - 25' DEPTH) Additional Cost for SDR	_3200	0370	2021.9	0001	1,223.000	1,223.000	1,223.000	1,223.000	100%	8.86000	\$10,835.78
SANITARY SEWER MANHOLE 4' DIA (0' - 14' DEPTH)	_3275	0135	2021.9	0001	5.000	5.000	5.000	5.000	100%	3,520.00000	\$17,600.00
SANITARY SEWER MANHOLE 4' DIA (OVER 14' DEPTH)	_3280	0140	2021.9	0001	7.600	7.600	7.600	7.600	100%	375.00000	\$2,850.00
SIDEWALK RAMP, ADA	_6215	0225	2021.9	0001	783.500	783.500	783.500	783.500	100%	4.50000	\$3,525.75
STORM SEWER 12" (0' - 14' DEPTH)	_4201	0180	2021.9	0001	337.000	337.000	337.000	337.000	100%	63.00000	\$21,231.00
STORM SEWER 15" (0' - 14' DEPTH)	_4211	0185	2021.9	0001	921.000	921.000	921.000	921.000	100%	74.10000	\$68,246.10
STORM SEWER CUT-IN 12" TO EX DRAINAGE STRUCTURE	_4065	0175	2021.9	0001	1.000	1.000	1.000	1.000	100%	1,060.00000	\$1,060.00
STREET GRADE	_6114	0215	2021.9	0001	1,637.000	900.000	1,637.000	1,637.000	100%	40.25000	\$65,889.25
TOP SOIL 4" SCREENED	_7005	0315	2021.9	0001	6,563.050	6,563.050	6,563.050	6,563.050	100%	7.50000	\$49,222.88
Percentage of Contract Completed(curr): 100%											
(total paid to date / total of all authorized work)											
Total Amount Paid This Estimate:										\$47,060.78	
Total Amount Paid To Date:										\$1,156,324.10	

Contract: .2021.9

Estimate: 8

Page 4 of 4

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM VAN DYKEN MECHANICAL, INC. FOR THE PURCHASE AND INSTALLATION OF A HVAC UNIT AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, Van Dyken Mechanical, Inc. has provided a quote for the purchase and installation of a HVAC unit for the Fleet Services portion of the Public Works building in the total estimated amount of \$11,800.00.
2. It is recommended the City Council accept the quote.
3. Funds for the purchase and installation are budgeted in account number 661-441-58300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Van Dyken Mechanical, Inc. for the purchase and installation of a HVAC unit.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 21, 2022.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Contract/Quote

Resolution No. _____

STAFF REPORT

Date: February 7, 2022
Subject: Public Works HVAC Unit Replacement
From: Troy Rinks, Facilities Foreman
Meeting Date: February 21, 2022

RECOMMENDATION:

It is recommended that City Council accept a quotation from Van Dyken Mechanical, Inc. in the amount of \$11,800.00 for replacement of a HVAC unit for the Fleet Services portion of the Public Works building.

COMMUNITY, SAFETY, STEWARDSHIP:

Properly functioning HVAC units are an important component of ensuring that citizens and employees are breathing quality air and are comfortable when visiting or working in City buildings. This specific unit experienced an air conditioning failure early last fall, requiring replacement before the start of this summer. Additionally, this unit was recommended for replacement during a recent facility asset management study.

DISCUSSION:

Replacement estimates were solicited from three local qualified contractors with a history of performing work at City facilities. All three contractors submitted comparable replacement unit and installation quotations as follows:

Van Dyken Mechanical, Inc.	\$11,800.00
DHE Plumbing & Mechanical	\$12,196.00
Pro-Tech Heating & Cooling	\$13,000.00

After reviewing results, it is recommended that the City Council authorize Van Dyken Mechanical, Inc., to perform the work for a total amount of \$11,800.00. Citing availability and supply chain issues, it is anticipated that work will be completed by June.

Multiple HVAC units, including this one, were identified as needing replacement in the recent asset management study. However, staff intend to separately budget for and replace the remaining units at one time under a separate bid specification within the next several years.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Public Works, Building Repairs and Maintenance Account 661-441-58300-930.000.

ATTACHMENT:

Contract

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 28th Street SW, PO Box 905, Wyoming, MI 49509-0905.

Contractor means: Van Dyken Mechanical, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
4275 Spartan Industrial Drive
[Contractor's street address]
Grandville, MI 49418
[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: January 21, 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.

Services means the services described and specified in the Proposal.

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

Van Dyken Mechanical, Inc.

By: _____
Jack A. Poll, Mayor

By: _____
[Signature officer, director or principal of Contractor]

[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

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. The successful bidder, its subcontractors and their respective personnel must register in the federal System for Award Management (**SAM**) list and be in good standing (*i.e.*, not suspended or debarred from receiving federal funds).

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 programs, benefits, and actions, including in its contracts and any activities that contractors, subcontractors, consultants, or others engage in for or on behalf of City. Accordingly:

A. Contractor and Contractor's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts 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 any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, 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 rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Contractor will, in solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.

2. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Contractor or Contractor's personnel will, as part of its Services, be engaging for or on behalf of City with others, Contractor will ensure that engagement (i) treats all individuals 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 that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.

C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Contractor until Contractor complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Contractor's ineligibility to bid on or enter future contracts with City.

D. Contractor will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Contractor's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Contractor will so certify to City.

E. Contractor must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Contractor activities that HUD or the United States Department of Justice determine are needed to comply with this section. Contractor must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

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 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: \$1,000,000 Each Occurrence, \$1,000,000 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): \$1,000,000 per person \$1,000,000 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

01/18/2022

RE: Rooftop Unit Replacement

The City of Wyoming is going to replace one (1) 7.5 ton rooftop heating and cooling unit at the Public Service building located at 2660 Burlingame St SW, Wyoming, 49509.

Provided quote shall include the following specifications.

- One (1) 7.5-ton rooftop heating and cooling unit
- Removal and disposal of existing unit ~~and hauled offsite~~
- Economizer per code
- Use of existing curb adaptor
- Adapt and connect to existing electrical
- Connect to existing gas lines
- Connect to existing thermostats and smoke detectors
- Crane services
- Final price shall include all applicable taxes, permits, warranties and labor.

Please send your quote to troy.rinks@wyomingmi.gov

Regards,

Troy Rinks

Facilities Maintenance Foreman



CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

Quotation No. FT22022**1/21/2022**

To: Wyoming Public Works
2660 Burlingame SW
Wyoming, MI 49509
Attn. Troy Rinks

For: RTU-1 Replacement

Scope

The following is the scope of work and price to replace Carrier RTU-1 (7.5 ton) with a new Carrier 7.5 ton Packaged rooftop unit and new code compliant low leak economizer. Unit will directly replace the existing unit.

Scope of Work:

- Disconnect existing unit, remove from roof and dispose of
- Install new Carrier RTU onto the existing curb adapter (install new gasket)
- Install low leak economizer
- Re connect gas and condensate piping
- Re connect existing electrical disconnect
- Re connect thermostat wires (re use existing thermostat)
- Perform start up and check out, one year warranty included
- Crane service and permit included
- Price figured using customers snorkel lift to gain access to the roof

The cost for the **Proposed work** as outlined above is:

\$11,800.00

Labor and materials are included. All work is quoted to be performed during normal business hours (Monday-Friday, 7:00am-4:30pm).

Pricing is valid for 30 days from the date of the proposal after which it will be subject to review. Pricing excludes any repairs to existing parts of the system or the addition of guard rails, roof hatches, Ladders, etc.

Thank you for the opportunity to be your HVAC service provider. Please feel free to contact me with any questions.

Best Regards,



Bryan Schut
Account Representative
bschut@vdminc.com
Van Dyken Mechanical Inc.
616-292-5505

Acceptance of Proposal

Signature: _____ Date: _____ PO# _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR ENGINE REPLACEMENT OF
FIRE TRUCK S-73, ACCEPT AN AGREEMENT FOR THE SALE OF FIRE TRUCK S-73,
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE THE CONTRACT AND AGREEMENT

WHEREAS:

1. As detailed in the attached staff report, Diesel Injection Service, LLC has provided a quote to replace the engine assembly on fire truck S-73 in the total estimated amount of \$16,589.02.
2. It is recommended the City Council accept the quote.
3. It is also recommended the City Council accept an agreement from Brindlee Mountain Fire Apparatus of Union Grove, Alabama for the sale of fire truck S-73.
4. Funds for the engine replacement are available in account number 661-441-58200-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the engine replacement of fire truck S-73 and does hereby authorize the Mayor and City Clerk to execute the contract.
2. The City Council does hereby accept an agreement for the sale of fire truck S-73 from Brindlee Mountain Fire apparatus of Union Grove, Alabama and does hereby authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract
Agreement

Resolution No. _____

STAFF REPORT

Date: February 2, 2022
Subject: S-73 Engine Replacement / Consignment Sale
From: Ted Seil, Fleet Services Supervisor
Meeting Date: February 21, 2022

RECOMMENDATIONS:

The Public Works Department recommends that the City Council accept a quotation from Diesel Injection Service LLC in amount of \$16,589.02 for the replacement of the engine assembly on Fire Truck S-73. It is also recommended that the City Council authorize the sale of Fire Truck S-73 by consignment through Brindlee Mountain Fire Apparatus of Union Grove, Alabama, upon completion of the repair.

COMMUNITY, SAFETY, STEWARDSHIP:

The timely repair and replacement of equipment and vehicles allows the City to continue to provide high quality service to all residents of the community.

DISCUSSION:

Fire Truck S-73 is scheduled to be replaced this June with a truck that is currently being built, as approved by the City Council last year. Recently Fire Truck S-73 experienced a significant engine failure. After doing repair and sale research, it was determined that it is more cost effective to repair the engine before selling the vehicle rather than selling a damaged vehicle.

On November 6, 2021, the Fire Department requested repairs to Fire Truck S-73 due to the engine running rough and stalling. Upon inspection we determined that there was an internal engine problem which Fleet Services is not able to repair. The truck was taken to Borgman Ford, who confirmed an internal engine issue requiring replacement. Quotes were solicited from four companies, two of which responded. Diesel Injection Services LLC provided the lowest quotation in the amount of \$16,589.02. Borgman Ford provided the alternate repair quotation of \$21,740.00.

This truck is being replaced by a truck that was ordered last year and is expected to be put into service this June. Upon repair completion, the Public Works Department is requesting to utilize Brindlee Mountain Fire Apparatus for consignment sale. Typically, this truck would utilize the City's normal auction process; however, our experience has indicated that the fire equipment resells for a larger amount when utilizing a specialized equipment resale company. The City has used Brindlee Mountain Fire Apparatus for consignment sales in the past with great success. Therefore, staff are again requesting to use this company and sale process.

BUDGET IMPACT:

Sufficient funds exist in the Motor Pool Repairs and Maintenance account 661-441-58200-930.000 for the engine replacement.

ATTACHMENTS:

Repair Quotations

Contracts

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 28th Street SW, PO Box 905, Wyoming, MI 49509-0905.

Contractor means: Diesel Injection Service, LLC
(Name of contracting entity)
A Michigan limited liability company
(State and type of entity, e.g., corporation, limited liability company, etc.)
430 54th St SW
(Contractor's street address)
Grand Rapids, MI 49548
(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: January 7, 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.

Services means the services described and specified in the Proposal.

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 provided 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

Diesel Injection Service, LLC

By: _____
Jack A. Poll, Mayor

By: David Stevens
(Signature of contractor, director or principal of Contractor)
David Stevens, Senior Director
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: 2-17, 2022

Date signed: _____, 20__

Approved as to form:

Scott G. Smith
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. The successful bidder, its subcontractors and their respective personnel must register in the federal System for Award Management (**SAM**) list and be in good standing (*i.e.*, not suspended or debarred from receiving federal funds).
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 - A. Contractor and Contractor's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts 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 any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, 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 rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Contractor will, in solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.
 2. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.
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- C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Contractor until Contractor complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Contractor's ineligibility to bid on or enter future contracts with City.
- D. Contractor will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Contractor's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Contractor will so certify to City.

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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 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: \$1,000,000 Each Occurrence, \$1,000,000 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): \$1,000,000 per person \$1,000,000 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



Diesel Injection Service LLC

Remit To: 430 54th St SW., GRAND RAPIDS, MI, 49548

Head-quarters:430 54th Street SW., GRAND RAPIDS ,MI, 49548

☎ 1(616) 531 - 1030 ✉ office@superiorturbo.com 🌐 superiordiesellive.gocadence.com

Service Quotation # : 49777

Billing Address		Quotation Details			
A28970 CITY OF WYOMING, 1155 28TH STREET S.W., WYOMING,MI,USA-49509		Make #	Ford	Lic. plt. / Asset #	XXXXX
Shipping Address		Model	F-550	VIN	1FD0W5HT2EEB13352
B001 CITY OF WYOMING(B001), 2660 BURLINGAME AVENUE SOUTHWEST, WYOMING,Michigan, United States -49509 Phone No : 1(616) 530 - 7273		Year	2014	Service adviser	davids
		Mileage In	95000.00	Cust. contact	
		Hours In	0	Warehouse	WH9 - Performance GR F160587
		Created Date	1/7/2022	Reference #	
		Expiry Date	4/7/2022	Pt. Terms	C.O.D.
		PO #		Shipt. Terms	PICKUP AT PERFORMANCE GRAND RAPIDS

Please Note : This quote is subjected to change during the process of the service. This may not be the final quotation.

Job # : 1 WO # : W17096

Correction : DIASSEMBLE TURBO AND CLEAN, REPLACE BEARINGS AND SEALS

Qty	Sales Part #	Part Description	Unit Price (\$)	Total (\$)
1	TURBOCHARGER-SERV	REDIBILT Rebuild or Repair	665.6000	665.60

Parts Total : \$0.00 **Labor** :\$665.60 **EPA** :\$0.00 **Shop Supplies** : \$19.97 **Tax** :\$0.00 **Sub Total** : **\$685.57**

Job # : 2 WO # : W17097

Correction : TEST INJECTORS

Qty	Sales Part #	Part Description	Unit Price (\$)	Total (\$)
1	INJ-TEST CR 205	CR INJ TEST 205 BENCH	204.8000	204.80

Parts Total : \$0.00 **Labor** :\$204.80 **EPA** :\$0.00 **Shop Supplies** : \$6.14 **Tax** :\$0.00 **Sub Total** : **\$210.94**

Performance Diesel & Gas F16587 Stateline Diesel Service F16586. Division of Diesel Injection Service LLC Customer _____ Date _____
All repairs have been properly completed Repair Mgr _____ Date _____

Seller warrants products from the original purchase date to the extent of manufacturer warranty hereby expressly disclaims any liability for incidental/consequential damages & is not responsible for failures resulting from misuse abuse neglect, accident improper repair/installation or unapproved manufacturer application. Not suitable for aircraft usage Unless otherwise noted obligations under this warranty & any other expressed or implied warranties provided under the Uniform Commercial Code and the laws of the State of Michigan including but not limited to the implied warranties of merchantability & application fitness. In the event of possible warranty it is the customers responsibility to contact the seller at the time of failure for consideration. Cores must be returned in original packaging within 30 days for full credit & may be discounted for damage missing parts or late return. Special orders returns may be subject to restocking fee. Purchaser is responsible for all sales-use taxes if not charged. Seller reserves the right to add collection cost & fees.



Diesel Injection Service LLC

Remit To: 430 54th St SW., GRAND RAPIDS, MI, 49548

Head-quarters:430 54th Street SW,, GRAND RAPIDS ,MI, 49548

1(616) 531 - 1030 office@superiorturbo.com superiordiesellive.gocadence.com

Service Quotation # : 49777

Job #: 3 WO #: W17098

Correction : REMOVE ENGINE AND REPLACE

Qty	Sales Part #	Part Description	Unit Price (\$)	Total (\$)
1	ENGINE SERVICE	ENGINE SERVICE	6460.0000	6460.00
1	1091012	6.7 FRDCOMPLETE ENGI	8438.2200	8438.22
1	ENGFULLKIT-8	JASPER ENGINE Engine Installation Kit	540.0000	540.00
4	SP292D	Engine Coolant / Antifreeze	4.3608	17.44
13	SH550045148	15W40 SHELL ROTTELA	5.7286	74.47
1	STA42188	6.7L Ford Fuel Filter kit 2011-2016	88.4802	88.48

Parts Total : \$9158.61 Labor :\$6460.00 EPA: \$0.00 Shop Supplies : \$193.80 Tax :\$0.00 Sub Total : **\$15812.41**

Promised Delivery Date : **02/28/2022 7:49 AM**

Quote Terms

DriveInService-We are not responsible for articles left in your vehicle, damage or theft beyond our control. Vehicles must be picked up within 10 days of completed service and will be charges a a storage fee of \$30 per day thereafter.You are entitled inspect all parts and return of any parts not required to be exchanged. I hereby authorize estimate and or repairs as detailed Customer _____ Date _____

Exchange Cost	\$9158.62
Core Cost	\$0.00
Labor	\$7330.40
Shop Supplies	\$100.00
Shipping & handling charges	\$0.00
Total Tax	\$0.00
Total Value	\$16589.02

* All values are in U.S. Dollar (USD \$)

Sign : _____

Print Name : _____

BRINDLEE MOUNTAIN FIRE APPARATUS

15410 Hwy 231 Union Grove AL 35175 · 1-866-285-9305 · Fax: 256-498-0924

Listing and Marketing Commission Agreement

The undersigned Seller and Brindlee Mountain Fire Apparatus, LLC ("Brindlee") being duly authorized, hereby enter into the following contractual agreement (the "Agreement") effective as of FEBRUARY 15, 2022:

Apparatus: FD05HT22EB1335 (the "Apparatus")

Apparatus owned or exclusively offered for sale by: CITY OF WYOMING ("Seller")

If Apparatus not owned by Seller, then owner of the Apparatus: _____ ("Owner")

List Price: The price at which the Apparatus will be listed shall be _____, or such other price agreed upon by Seller and Brindlee (the "List Price")

Seller grants Brindlee the non-exclusive right to offer the Apparatus for sale for the List Price. Brindlee shall have the right, but not the obligation, to market and advertise the Apparatus in any media of Brindlee's choosing, including the internet. Seller represents and warrants that the information provided to Brindlee by Seller, Owner and their agents and representatives regarding the Apparatus is true and correct and Seller holds Brindlee harmless and indemnifies Brindlee from any liability resulting from inaccuracies in such information. Seller agrees to pay Brindlee the commission set forth below (the "Commission") if Seller or Owner sells the Apparatus or any other fire apparatus to a buyer referred by Brindlee (a "Referral"), or anyone acting on behalf of a Referral, whether or not the Apparatus is sold at the List Price. The Commission shall be calculated as follows:

- The greater of 10% of the sales price or \$500 if the subject Apparatus is sold for less than \$125,000.00;
- 7% of the sales price if the subject Apparatus is sold for a price from \$125,000.00 to \$200,000.00; and
- 5% of the sales price if the subject Apparatus is sold for a price above \$200,000.00.

Payment of the Commission will be made to Brindlee within 10 days after the sale of the subject Apparatus. Seller shall pay interest in the amount of 1.5% per month on Commission not paid within such 10 calendar day period. Seller further agrees that any additional costs incurred by Brindlee as part of collection efforts for past due Commission will be reimbursed to Brindlee by Seller. The Commission rights of Brindlee and the Commission obligations of Seller set forth in this Agreement shall survive expiration or termination of this Agreement.

Seller agrees to notify Brindlee at the time of sale of the Apparatus as to the sales price and the name and address of the buyer, regardless of whether such buyer is a Referral which was referred by Brindlee. Seller agrees that if Seller fails to provide such information then Seller will pay a Commission to Brindlee as if the buyer of the Apparatus was a Referral referred by Brindlee and the Apparatus was sold at the List Price.

Either party may terminate this Agreement at any time by notifying the other party in writing. If any sale of the Apparatus takes place to a Referral previously referred by Brindlee within one year subsequent to termination of this Agreement, Seller shall pay the same Commission to Brindlee as would have been paid if this Agreement had not been terminated.

Seller agrees that Brindlee may list, market and sell other fire apparatus to prospective buyers who are interested in the Apparatus, including but not limited to fire apparatus owned by Brindlee.

This Agreement shall create an independent contractor relationship between Brindlee and Seller. Brindlee shall at no time be considered an employee of Seller. Seller represents that Seller has full authority to enter into this Agreement.

This Agreement constitutes the entire agreement between the parties. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of the parties hereto. The failure of the parties to adhere to strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence. This Agreement may be executed in any number of separate counterparts and all such executed counterparts shall constitute one agreement, which shall be binding on the parties notwithstanding that all parties are not signatories to the same counterpart or counterparts. Each party may transmit its signature by facsimile or e-mail (.pdf or similar) to the other party or parties, and any faxed or e-mail signature and/or faxed or e-mail counterpart of this Agreement shall have the same force and effect as an original. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Michigan. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Kent County, Michigan.

Agreed to by:

Seller:

City of Wyoming
(insert seller name above)

By: [Signature]
Name: John McClister
Title: Deputy City Manager
Date: 2/15/2022

Brindlee:

BRINDLEE MOUNTAIN FIRE APPARATUS, LLC

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form
[Signature]
Scott G. Smith, City Attorney
Date: 2/15/2022

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM PLUMMERS DISPOSAL SERVICE INC.
FOR THE 2022 COMMUNITY CLEANUP DAY

WHEREAS:

1. The Community Cleanup Day allows Wyoming residents the opportunity to dispose of large amounts of refuse, larger items not traditionally picked up by their trash provider, and proper disposal of household hazardous waste.
2. As detailed in the attached staff report, it is recommended the City Council accept a proposal from Plummer's Disposal Service Inc. to provide disposal services for the 2022 cleanup day in the total estimated amount of \$8,295.00.
3. Funds are available in the yard waste disposal other services account number 230-441-44300-956000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Plummer's Disposal Service Inc. for services related to the 2022 Community Cleanup Day in the total estimated amount of \$8,295.00.

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 February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Proposal

Resolution No. _____

STAFF REPORT

Date: February 8, 2022

Subject: Annual Cleanup Day

From: Lew Manley, Inspections Supervisor

Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: February 21, 2022

RECOMMENDATION:

The Looks Good/Feels Good Strategic Planning Committee has identified blight as an ongoing concern in our community. Over the past several years the City has supported an annual cleanup day to help reduce blight within the City. This year we are seeking funding for this event and recommend approving the proposal from Plummer's Disposal Service Inc. in the total estimated amount of \$5,995.00. While the event is supported by many volunteers, additional funds in the estimated amount of \$2,300.00 are necessary for paid staff and event supplies. Plummer's bid is estimated for 20 roll off containers, a Hi-Lo, set up, and removal of their equipment from the site.

COMMUNITY, SAFETY, STEWARDSHIP:

The annual cleanup day has been successful at reducing accumulated garbage, litter, and debris throughout the community. The last cleanup day (August 2021) collected 22 roll off containers of garbage, litter, debris, and household hazardous waste from over 300 vehicles passing through the event. Additional undocumented items collected, included items donated to the Salvation Army, recycled metal, mattresses, and tires.

This event directly impacts the removal of garbage litter and debris thereby reducing the potential that they contribute to blighting influences within the community. Blight has a direct impact on property values and the elimination of blighting influences adds value to the community.

Well maintained properties have a positive impact on neighborhoods. The annual community cleanup day helps to remove potential code violations from properties to ensure that all neighboring property values are maximized. Property owners throughout the community are invited to share in the benefits of the event at no cost.

The annual cleanup day event is a valuable tool that the community leverages to help ensure properly maintained properties. The elimination of blight and the City's commitment to that end provides a high level of quality service to the citizens of Wyoming.

DISCUSSION:

Thirty-five invitations were sent to prospective bidders to submit proposals to provide disposal services for the 2022 community cleanup day. On January 11, 2022, no responses were received. Therefore, because no bids were received, the City reached out to Plummer's Disposal Service Inc. and asked for them to submit a proposal.

City Council supported four previous cleanup day events. Previous cleanup days proved very successful. Other entities are invited to collaborate in the event and have done so over the years. We are attempting to bring the following collaborators to the June 2022 event. They include:

- Kent County Recycling
- Kent County Hazardous Waste
- Salvation Army

In addition to the volumes of items listed above, staff documented an average of around 400 vehicles passing through the event each year. In 2019, 443 vehicles processed through the event. Among the thousands of pounds of garbage litter and debris collected include the following potential blighting influences:

- Household hazardous waste
- Tires
- Mattresses
- Furniture
- Damaged exterior toys and other debris
- Paper and cardboard
- Spent building materials
- Select electronics

BUDGET IMPACT:

Funding is available in the Public Works solid waste fund as detailed below. The Public Works department has identified that up to four employees will be required to work the 2022 cleanup day to successfully accomplish the tasks required for the event. Additional funds are required to provide for lunch and supplies for all staff and community volunteers working at the event.

Estimated expenses are as follows:

Type	Account Number	Fee
Staff	230-441-44300-956.000	\$1,800
	Solid Waste Fund	
Supplies	230-441-44300-956.000	\$500
	Solid Waste Fund	
Plummer’s Proposal	230-441-44300-956.000	\$5,995
	Solid Waste Fund	
Total	230-441-44300-956.000	\$8,295
	Solid Waste Fund	

SPECIFIC REQUIREMENTS

Disposal Services Community Cleanup Day

To help maintain a clean and safe environment for the community the City of Wyoming hosts an annual cleanup day for its residents. This event provides a venue for residents to dispose of garbage, litter, and debris at a location other than the landfill, and at no cost to the participant. Tires and mattresses will be accepted for an additional fee paid to the winning bidder at the event. Liquids, yard waste or hazardous material will not be accepted.

The community cleanup day will be held within the City of Wyoming at a location to be determined on June 4th, 2022 from 8:00 a.m. – 2:00 p.m. Vehicles in line before 2:00 p.m. will be allowed to unload, no additional vehicles will be allowed in line after 2:00 p.m.

1. History:

- A. Previous events had as many 443 vehicles participate. A total of forty-four 20-yard containers were filled at the location and then delivered and emptied at the landfill. The total weight of disposed items was 55.7 tons.

2. The awarded proponent:

- A. Is responsible to deliver containers to the location. Size of containers must be 20-yards and must be in place and ready to use by 8:00 a.m. the day of the event, set up may be allowed the night before upon approval of the location owner. Vehicles in line before 2:00 p.m. will be allowed to unload, no additional vehicles are allowed in line after 2:00 p.m.
- B. Must have the capacity to transport the filled containers to the landfill while empty containers remain on site to continue being filled. The expectation is to remove and replace approximately 7 twenty-yard containers per hour over the six-hour period. During past events up to 44 twenty-yard containers were filled and emptied over the six-hour event.
- C. Must provide metal recycle containers to transport recyclable metal materials to an approved recycling facility. The recycle containers must be large enough to store and transport large and small appliances, bikes and other materials that cannot be refurbished. Funds obtained from the sale of the recycled material shall be credited to the City's final invoice.
- D. Must provide a hi-low and licensed hi-low driver for disposal of large items (appliances, couches, etc.).
- E. Shall provide a portable restroom for the employees and volunteers. The proponent shall include with their bid/proposal the number of restrooms that will be provided. It will be the responsibility of the awarded proponent to deliver and remove the portable restrooms at the conclusion of the event. The portable restrooms are to be removed no later than 4:00 p.m. the end of the day.

3. Setup and Clean Up:

- A. The set-up of the event shall be staged in a mutually agreeable layout. Vehicles will be directed by volunteers and other staff to either side of a container. Event workers provided by the winning bidder shall assist with unloading cars, trailers and trucks of garbage litter and debris and placing it into containers. City sponsored volunteers then direct drivers out of the work site.
- B. The City will provide sweeper service to clean the hard surface of the disposal area. However, it will be the responsibility of the awarded proponent to provide employees, including supervisor, to oversee the final cleanup of bulk materials from the site. All waste materials must be removed from the work site at the conclusion of the event.

4. Other:

- A. Mattresses/Box Springs, Tires, Propane Fuel/Oil Tanks
 - If there is an additional fee for these items, the proponent must include this fee and any other stipulations on the price sheet. It will be the responsibility of the awarded proponent to collect the fee (if any) upon drop off.
- B. Hazardous Materials
 - Will not be accepted.

BID/PROPOSAL FORM

Bid/Proposal for Disposal Services Community Cleanup Day

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:	<u>YES</u>	<u>NO</u>
Section 3 Certified Contractor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, Dunns #: _____		

Are you, or the business owner related to any elected official or employee of the City?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, list name and relationship: _____		

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:	<u>YES</u>	<u>NO</u>
Woman Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Minority Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

BID/PROPOSAL FORM CONTINUED

PRICING SHEET

Disposal Services Community Cleanup Day

Total price to provide all labor to set up and remove all equipment and materials: \$ 0.00 Free setup+removal

State a minimum number of staff members proposed to assist during the timeline of the event: 10-13

Additional Cost: Plummers to provide a Hi-Low licensed driver \$200.00

State any stipulations: _____

State price to exchange and haul away each 20-yard container: \$ 290.00 /each

Mattresses and box springs: \$ 20.00 /each

State any stipulations: Residents to pay Plummers on site for mattresses or box springs

Tires: \$ 10.00 /each

State any stipulations: Residents to pay Plummers on site for tires.

As stated herein number of portable restrooms at no additional charge 4 portable toilets 2-pink 2 orange
1-Hand wash station with soap +
paper towel. FREE.

Minimum charge: \$4950.00

Base Fee: \$5,995.00 (to include a maximum of 20 containers)

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

Plummer's Disposal Service

Bid/Proposal Form Continued

Plummers Disposal Service Inc.

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

N. W. Plummer

[Signature for proponent]

[2nd signature for proponent]

Nicholas Warren Plummer

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 1-21-2022

1160 Electric Ave

[Proponent's street address]

616-261-4344

[Proponent's business phone]

Wayland

[City]

MI

[State]

49348

[Zip]

616-813-5800 Nick Plummer

[Cell phone number(s) of person(s) signing for proponent]

nick@plummersdisposal.com

[E-mail address(s) of person(s) signing for proponent]

Corporation

[Proponent's form of business - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]

CONTRACT FORM

This Contract Form on the next page must be completed and signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance and other required documents, the City Mayor, Clerk and Attorney will sign this contract form. A copy will be provided to the Contractor.

DISPOSAL SERVICES COMMUNITY CLEANUP DAY CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the **Disposal Services Community Cleanup Day** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of January 11, 2022 and related required materials (the "Bid") that was selected by City

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

"Contractor" means: Plummers Disposal Service Inc.
LEGAL NAME OF COMPANY

Corporation
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

1160 Electric Ave
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

1160 Electric Ave
STREET ADDRESS

Wagland MI 49348
CITY STATE ZIP CODE

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** 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

Contractor

By: _____
Jack A. Poll, Mayor

By: [Signature]
Signature for Contractor

By: _____
Kelli A. VandenBerg, City Clerk

Nick Warren Plummer
Printed Name & Title of Person Signing

Date signed: _____

Date signed: 1-21-2022

Approved as to form:

Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE A LEASE AGREEMENT BETWEEN THE
CITY OF WYOMING AND T-MOBILE CENTRAL LLC

WHEREAS:

1. As detailed in the attached staff report, T-Mobile Central LLC has provided a lease agreement for space at the Gezon elevated water tank for equipment storage and antennas.
2. The City has previously entered into similar lease agreements with various wireless communications providers.
3. The request was reviewed by the Water Plant Superintendent and it is recommended the lease agreement be approved.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute a lease agreement between the City of Wyoming and T-Mobile Central LLC.

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 February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: February 15, 2022
Subject: T-Mobile Lease for Gezon Elevated Water Tank
From: Robert Veneklasen, Water Plant Superintendent
Meeting Date: February 21, 2022

RECOMMENDATION:

It is recommended the City Council approve the contract with T-Mobile to renew the lease for space at the Gezon elevated water tank for their electronic equipment storage on the ground and antennas mounted on the water tank.

COMMUNITY, SAFETY, STEWARDSHIP:

Leasing of space at the Gezon site allows the City to provide adequate wireless telephone coverage in lieu of additional antenna sites within the City. The revenue generated by leasing this space helps to offset the cost of necessary maintenance and repair of the water tank structure.

DISCUSSION:

The City has maintained a lease with T-Mobile for space at the Gezon elevated water storage tank site since 2013 with minor amendments for changes in equipment installations. The original lease rent began at \$25,697.13 with a 4.0% annual increase for an initial three years with three 4-year renewals.

The lease renewal is for an initial term of five years with two opportunities for 5-year renewal periods. The new lease does allow for a cost reduction of \$600.00 for antennas or modules that are removed from the water tank.

BUDGET IMPACT:

The annual base rent will be \$30,037.48 for the first year of the lease. The annual base rent shall increase by 3.0% per year for each year of the original term and any renewal term. The rent will be paid in equal semi-annual installments to be made on June 30 and December 31 of each year with the option to pay rent in a single, annual payment.

LEASE

This Lease is entered into as of July 1, 2021, by the City of Wyoming, a Michigan municipal corporation, of 1155 – 28th St SW, Wyoming, MI 49509 (“**Lessor**”), and T-Mobile Central LLC, a Delaware limited liability company of 12920 SE 38th St, Bellevue, WA 98006 (“**Lessee**”),

RECITALS

A. Lessor owns real property and improvements at 5651 Gezon Ct. SW, Wyoming, MI 49509, as more particularly described on the attached **Exhibit A** (the “**Property**”), and one water tank on the Property, along with fixtures and appurtenances (the “**Tank**”).

B. Lessee wishes to lease a portion of the Property and an area on the Tank depicted on the attached **Exhibit B** (the “**Premises**”) for the installation, maintenance, repair, use, and operation of radio transmitting and receiving equipment and associated equipment in connection with its wireless communications business.

C. This Lease supersedes and replaces the existing March 15, 1999 Agreement between Lessor and Lessee’s predecessor in interest Omnipoint Communications Midwest Operations, LLC (“**Omnipoint**”), as previously amended in the First Amendment to Agreement on October 18, 2018, between Lessor and T-Mobile Central LLC (Omnipoint’s successor in interest) (collectively, the “Existing Lease”).

TERMS AND CONDITIONS

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

1. Demise. Lessor leases to Lessee and Lessee leases from Lessor the Premises, subject to the other terms of this Lease.

A. This lease is in an “as is” “where is” condition. Lessor disclaims all representations and warranties concerning the Tank, the Premises and the Property, including any representations and warranties as to its suitability for any particular purpose or use and the presence or absence of any hazardous substances or materials.

B. Lessee represents and promises that it has undertaken its own investigation of the Property and, by signing this Lease, accepts the Premises in its present condition.

2. Use of Premises. Lessee may and will use the Premises only as follows:

A. Lessee may install, maintain, repair, use and operate the wireless communications equipment and facilities listed, described and depicted on the attached **Exhibit C** (“**Lessee’s Facilities**”) on the Premises. Use of the Tank and the Property is non-exclusive. Lessor will also be using the Premises and other parts of the Property and other telecommunications providers and law enforcement and emergency services will also be using parts of the Tank and Property.

B. All Lessee’s Facilities, all installation of Lessee’s Facilities, all operation and use of Lessee’s Facilities, all maintenance and repair of Lessee’s Facilities, and all other actions of Lessee under this Lease must comply with all applicable federal, state and local laws, rules, regulations, with all licenses, permits, and other approvals of governmental agencies of competent jurisdiction, and with all orders, directives, judgments, rulings, and findings of any courts or governmental agencies or office of competent jurisdiction, including for example and not for limitation, the Federal Communications Commission, Federal Aviation Administration, Michigan Department of Transportation Bureau of Aeronautics, Michigan Department of Environment, Great Lakes and Energy, United States Environmental Protection Agency, Michigan Public Service Commission, and Michigan and United States Occupational Health and Safety Administrations (collectively, “**Legal Requirements**”). If Lessee’s Facilities, Lessee, Lessee’s contractors or subcontractors, Lessee’s suppliers, or any of their respective directors, officers, employees, members, licensees or invitees violates any of the Legal Requirements, Lessee will pay all costs to correct that violation, remedy the violation, and that Lessor incurs due to that violation.

C. Lessee’s maintenance and repair of Lessee’s Facilities may include replacement of those facilities with identical parts, components, equipment and facilities. Lessee must not alter or modify Lessee’s Facilities without Lessor’s prior written approval following Lessor’s review of detailed plans and specifications,

including an appropriately revised Exhibit C to this Lease. Those plans must detail all methods of attachment of Lessee's Facilities to the Tank.

D. All installation, repair, maintenance, use, operation, replacement, modification (if allowed) and removal of Lessee's Facilities on the Premises as may be allowed under this Lease must be without any cost to Lessor. Accordingly, along any other costs, Lessee will pay all (i) rates, fees and charges for any utilities used or connected to Lessee's Facilities, (ii) Lessor's costs to review Lessee's plans, (iii) costs of any needed licenses, permits or other governmental approvals, (iv) costs to restore any damage to the Tank, including, without limitation, any damage to the painted surface of the Tank and (v) any added costs Lessor incurs to repair, maintain, or improve the Tank, other parts of the Premises, or other parts of the Property as a result of the installation, repair, maintenance, use, operation, replacement, modification, or removal of Lessee's Facilities on the Premises, including the Tank.

E. All Lessee's activities on and use of the Premises must be not (i) affect Lessor's public water supply, transmission or distribution, (ii) affect the integrity of the Tank, (iii) affect emergency access to the Property, (iv) result in a "release" (as defined in MCL 324.20101 *et seq.*) on, from, under, or over the Property, or (v) in any way affect Lessor's facilities on the property or Lessor's use, operation, maintenance, repair, replacement, or improvement of Lessor's facilities on the Premises.

1. All structures and housing for equipment shall be totally self-contained and constructed with a liquid tight seal to prevent any possible groundwater contamination from batteries, battery systems, fire extinguishers or fire extinguishing systems or otherwise.

2. Transmission lines between antennas and radio communications equipment must be anchored and installed on the Tank in accordance with good and accepted engineering practice and must not interfere with Tank operation. All installations of the transmission lines to the base of the Tank, electric power lines from the main feed to the equipment building, and telephone lines from the main telephone entry point to the equipment building must be underground, field conditions permitting, and must not interfere with Lessor's use of Lessor's facilities and equipment. If Lessor requests, Lessee will paint Lessee's antennas and transmission lines to match the Tank.

3. No part of the Premises except those areas (i) depicted in Exhibit C and or on plans approved by Lessor or (ii) used for the running of cable/lines will be physically affected by Lessee's activities on or use of the Premises.

F. Lessee must operate Lessee's Facilities in compliance with 47 CFR. §1.1307 *et seq.* ("**RF Emissions Regulations**") and will, within 60 days after any request by Lessor (which request will not be more frequent than once every 5 years, unless there is damage to or a modification of Lessee's Facilities), provide Lessor with a study conducted by a licensed engineer (whose expertise, independence and scope of work is reasonably acceptable to Lessor), confirming Lessee's compliance. Lessor will require all other users of the Property to comply with the RF Emissions Regulations. If Lessee's Facilities do not comply, Lessor may provide Lessee written notice of that noncompliance and require Lessee to cease operations. If Lessor does so, Lessee will have 30 days from the date of Lessor's notice to bring Lessee Facilities into compliance with the RF Emissions Regulations. If Lessee fails to do so, either Lessor or Lessee may terminate this Lease upon 15 days' written notice to the other party.

G. Lessee's Facilities and the operation of those facilities must not cause interference with existing telecommunication facilities on the Property or any telecommunications facilities added to the Property by Lessor, the Kent County Dispatch Authority ("**KCDA**"), the Michigan Public Safety Communication System ("**MPSCS**"), or any successor law enforcement, public safety or other governmental agency for emergency services purposes. Except as provided in the preceding sentence Lessor will not install or permit installation of any equipment on the Property that cause interference with or restricts operations of Lessee's Facilities. KCDA and MPSCS telecommunications facilities and any telecommunications facilities of Lessor are not anticipated and are designed not to cause interference with Lessee's Facilities, but because they are for law enforcement and emergency services and require interconnection with other law enforcement and emergency services communications, KCDA and MPSCS telecommunications facilities and any telecommunications facilities of Lessor operation and use will prevail in case of any interference. Lessee's Facilities and the use and operation of Lessee's facilities must not interfere with television, radio or cellular reception of occupants of any structures in the vicinity of the Property.

H. United States Department of Homeland Security and related federal and state agencies are requiring or advising Lessor to ensure the security of the Tank and the Property because it is part of a public potable water system and provides water needed for responses to fire and other emergencies. Accordingly, while Lessee will have reasonable access to the Premises as needed, subject to any restrictions Lessor may reasonably impose to provide site and facility security or during Lessor's own activities on the Property, Lessee will comply with the following:

1. Lessee may access the Premises to inspect, repair, maintain, operate and use Lessee's Facilities at any time on any day on foot or by motor vehicle from the closest public right-of-way. If Lessee needs access over property not owned by Lessor, Lessee will obtain it without cost to Lessor.

2. Only Lessee's authorized engineers, contractors, and employees of Lessee under Lessee's direct supervision will enter the Premises. Lessor will provide Lessee keys, access codes or cards, or means to enable Lessee to access the Premises. Lessee will use due care to prevent unauthorized access to the Premises. Except in an emergency, Lessee will provide at least 24 hours' verbal notice to the Lessor's Director of Utilities at (616) 261-3559 of the expected time of access and the names of the individuals who will be on the Premises. In an emergency, Lessee will provide that notice before entering the Premises. Any Tenant representative, including independent contractors, will maintain insurance requirements as reflected in Section 10.

3. Lessor retains the right to enter the Premises at any time. Lessee's Facilities are proprietary. Lessor will not unreasonably interfere with Lessee's Facilities and, except in an emergency, Lessor will only enter Lessee's Facilities building or cabinet accompanied by Lessee's authorized representative(s).

4. If requested by Lessee, Lessor will make available to Lessee architectural and engineering information regarding Lessor's buildings and facilities on the Premises. Lessee shall ensure that information remains confidential, is not disclosed to any other party without Lessor's prior written consent, and it returned to Lessor without any copies being retained by Lessee or others as soon as Lessee's need for that information has ended.

5. Lessee will provide Lessor "as-built" record drawings of Lessee's Facilities and will promptly update those drawings upon the completion of any changes to Lessee's Facilities. These drawings must be prepared by a professional engineer registered in Michigan and will conform to generally accepted standards. The drawings are proprietary and, except (i) as otherwise provided by law, (ii) as needed for designing or preparing plans and specifications for work on Lessor's facilities on the Property, or (iii) in an emergency, Lessor will not disclose those drawings to others.

6. Upon completion of any work or other activities on the Premises, Lessee shall clean up any and properly dispose of all debris and restore the Premises surrounding Lessee's Facilities to substantially the condition in which it was previously in prior to that work or activities.

3. **Term.** This Lease will begin on the date first written above and end on June 30, 2024 (the "**Original Term**"). Unless this Lease terminated earlier, Lessee has the option to renew this Lease for 2 additional 5-year terms ending on June 30, 2029, and June 30, 2034, respectively. Those renewals will automatically occur unless, at least 90 day prior the expiration of the Original Term or any renewal term, Lessee notifies Lessor of Lessee's intent not to renew.

4. **Rent.**

A. The annual base rent will be \$30,037.48 for the first year of this Lease. The annual base rent shall increase by 3.0% per year for each year of the Original Term and any renewal term. If Lessee adds any antennas to Lessee's Facilities, the annual base rent in the year one or more antennas are added will be increased by \$600 in that year so the next annual increase will be in the amount of 3.0% of the total of the base rent in the year the antenna was added plus \$600 for each additional antenna. Likewise, if Lessee removes antennas from Lessee's Facilities, the annual base rent in the year one or more antennas are removed will be reduced by \$600 in that year and the next annual escalation will be 3.0% of the total of the base rent in the year the antenna was removed minus \$600 for each removed antenna.

B. Rent will be paid in equal semi-annual installments, by June 30 and December 31 of each year of the Lease with each semi-annual installment equal to one-half of the total annual rent. Lessee may opt to pay rent in a single, annual payment.

C. Payments must be made to: Wyoming City Treasurer, 1155 28th St SW, Wyoming, MI 49509. If Lessee wishes to make payments by electronic means, Lessee may contact the Wyoming City Treasurer to make such arrangements.

D. Rent payments not made when due will bear interest at the rate of 1.0% per month or part of a month that the payment is overdue.

5. Utilities and Taxes.

A. Lessee shall timely pay (*i.e.*, on or before the earlier of the date (i) on which penalties or interest are applied, (ii) risk of shut-off occurs, or (iii) any lien attaches) all utility rates, fees and charges for electricity or any other utility used by Lessee on the Premises or that provide utility services to Lessee's Facilities. Lessor will cooperate with a utility access over and across the Property to serve Lessee's Facilities. If Lessee needs access over property not owned by the Lessor, Lessee will obtain it without cost to Lessor. Lessee may run underground or overhead utility lines across the Property directly from the utility source to Lessee's Facilities building, provided Lessee does not adversely affect pre-existing utility facilities, Lessor's facilities, or third parties' facilities. Lessor retains the right to review and approve the location and path of any necessary trench or other excavation work prior to the commencement of digging. Any trenching or excavation will be done proper, workmanlike manner and to avoid any interference with or damage to Lessor's underground water mains on the Property.

B. Lessee shall timely pay (*i.e.*, on or before the earlier of the date (i) on which penalties or interest are applied, (ii) risk of seizure, or (iii) any lien attaches) all real and personal property taxes or lessee user taxes levied against the Premises, Lessee's Facilities, or the Property due to this Lease, the presence or use of Lessee's Facilities on the Premises, or activities of Lessee under this Lease.

C. Lessee shall also (*i.e.*, on or before the earlier of the date (i) on which penalties or interest are applied, or (ii) any lien attaches) pay all special assessments levied against the Premises, Lessee's Facilities, or the Property due to this Lease, the presence or use of Lessee's Facilities on the Premises, or activities of Lessee under this Lease.

6. Termination.

A. Lessor may terminate this Lease upon 30 days' prior written notice to Lessee in any of the following circumstances:

1. Any governmental agency, official, or body of competent jurisdiction or any state or federal court of competent jurisdiction determines that:

i. Lessee's Facilities prevent the full use of the Tank or other water supply, transmission and distribution facilities at the Premises; or

ii. Lessee's Facilities interfere with the operation of a public water supply; or

iii. Lessee's operations or activities on the Premises create a hazard or potential hazard.

2. Lessor reasonably determines that Lessee's Facilities, Lessee's activities on the Premises, or this Lease adversely interferes with the operation of Lessor's facilities on the Property or Lessor's public water system in a manner consistent with good utility practices.

3. Lessee's Facilities or Lessee's use or operation of Lessee's Facilities causes interference in breach of this Lease.

4. Lessee fails to timely pay any amounts required be paid under this Lease and fails to cure such nonpayment within 15 days after Lessor's written notice.

5. Lessee breaches any provision of this Lease.

B. If Lessor provides written notice to Lessee of a circumstance described in subsection 6.A:

1. Unless the circumstance is as described in subsection 6.B.2 below, Lessee may cure the circumstance within the 30-day notice period. Alternatively, Lessor and Lessee may agree upon such longer period to cure circumstances described in subsection 6.A.1 provided Lessee has actively engaged in appealing the governmental determination and the parties agree the appeal is reasonable.

2. If the circumstances described in subsections 6.A.4 or 6.A.5 are recurrences of previous circumstances within any 3-year period or there has been a series of such circumstances over a 3-year period, Lessee will not have any right to cure under subsection 6.B.1.

C. Lessee may terminate this Lease upon 30 days' prior written notice to Lessor if either (i) based on changes in applicable laws, rules or regulation or based upon the determination of any governmental agency, official, or body of competent jurisdiction or any state or federal court of competent jurisdiction, Lessee is no longer able to use or it becomes financially infeasible for Lessee to use Lessee's Facilities on the Premises, or (ii) any telecommunications facilities added to the Property by Lessor, the KCDA, the MPSCS, or any successor law enforcement, public safety or other governmental agency for emergency services purposes causes interference with Lessee's Facilities or the use or operation of Lessee's Facilities.

D. Upon termination of this Lease, either by expiration or as otherwise provided in this section 6:

1. Within 60 days after the date of termination, Lessee must remove Lessee's Facilities from the Premises and restore the Premises, including the Tank, to a condition that reasonably matches its condition prior to the installation of Lessee's Facilities. The parties may agree to allow some of Lessee's Facilities to remain on the Premises, in which case Lessee will convey ownership of those remaining facilities to Lessor. The parties may also agree that Lessee's restoration may leave the Premises in a condition different than that existing prior the installation of Lessee's Facilities and that agreement may be accompanied by payment in lieu of some or all restoration.

2. Lessee will pay pro-rated rent from the date of the last payment of rent through the date that Lessee's Facilities are completely removed from the Premises and the Premises is fully restored.

3. Lessee will pay all rates fees or charges for utility services to Lessee's Facilities, have meters removed, and have those utilities disconnected. The parties may agree to allow the utility connections to remain by separate agreement.

4. Lessee will pay all real and personal property taxes or lessee user taxes levied in the then current calendar year against the Premises, Lessee's Facilities, or the Property due to this Lease, the presence or use of Lessee's Facilities on the Premises, or activities of Lessee under this Lease.

5. Lessee will pay the outstanding balance of and any accrued interest on any special assessment levied against the Premises, Lessee's Facilities, or the Property due to this Lease, the presence or use of Lessee's Facilities on the Premises, or activities of Lessee under this Lease.

7. Liens.

A. Lessee will not allow or suffer any lien to be placed upon the Premises or other part of the Property due to any of Lessee's activities under this Lease, the presence of Lessee's Facilities on the Premises or any professional service related to, installation of, supplying of parts or materials for, or operations of Lessee's Facilities. If such a lien is placed on the Premises or other part of the Property, Lessee will take all steps reasonably needed to remove that lien. Lessee will obtain lien waivers from all contractors, subcontractors, and suppliers.

B. Lessor (a) waives any lien rights it may have to Lessee's Facilities which are Lessee's personal property and not fixtures, and Lessee may remove Lessee's Facilities at any time without Lessor's consent; (b) acknowledges that Lessee may have one or more financing arrangements including promissory notes and financial and security agreements for the financing of Lessee's Facilities (the "**Collateral**") with a third party financing entity (and may in the future enter into additional financing arrangement with other financing entities). Lessor (i) acknowledges rights to install, repair, maintain, use, and operate the Collateral, (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) acknowledges the Collateral is exempt from Lessor's execution, foreclosure, sale, levy, attachment or distress for any Rent due under this Lease and the Collateral may be removed at any time as provided in this Lease.

8. Maintenance of Premises.

A. Lessor will maintain the Premises in reasonable condition consistent with good municipal and utility practices.

B. Lessor will periodically need to perform structural, cosmetic and other maintenance or repairs, including, without limitation, tank painting on the Tank (the “**Tank Maintenance**”). Tank Maintenance may be accomplished pursuant to a schedule or otherwise, as determined by Lessor in its sole discretion, to assure the integrity, longevity and suitability of the Tank for Lessor’s purposes.

1. Except in emergencies when telephonic notice will be given, Lessor will provide at least 90 days’ prior written notice to Lessee of Lessor’s plans to perform Tank Maintenance.

2. If directed in that notice, Lessee, without cost to Lessor, will remove Lessee’s Facilities from the Tank. Lessor agrees to consider performing Tank Maintenance with Lessee’s Facilities in place. If Lessor agrees to Tank Maintenance while allowing Lessee’s Facilities to remain in place, Lessee will, within 30 days of an invoice from Lessor, remit to Lessor any additional costs Lessor incurs because Lessor undertakes Tank Maintenance while Lessee’s Facilities remain in place. If Lessor agrees to perform Tank Maintenance with Lessee’s Facilities in place, Lessor shall not be responsible for any damage to Lessee’s Facilities occurring during said maintenance.

3. Lessor will inform Lessee when Tank Maintenance is completed so that Lessee may, without cost to Lessor, reattach Lessee’s Facilities to the Tank.

4. During Tank Maintenance, Lessee may install portable/temporary facilities at no greater than 100 feet from Tank in a manner that will not interfere with Tank Maintenance. Those temporary/portable facilities will be subject to the other terms of this Agreement, including, without limitation, Lessee’s obligation to obtain all necessary permits and approvals.

5. Tank Maintenance will be performed as expeditiously as is reasonably possible. But, Lessor will not be responsible for any extended system outages resulting from Lessor’s need for unusually extensive Tank Maintenance and any inability of Lessor to accommodate a relocation of Lessee’s antennas to keep them operational.

C. If Tank Maintenance results in inoperability of Lessee’s Facilities for more than 10 days, rent will be abated during that period. If Tank Maintenance results in inoperability of Lessee’s Facilities for more than 90 days, Lessee may terminate this Lease upon written notice to Lessor.

D. Lessor may modify the Tank as Lessor deems necessary for its water system operations. Any costs and expenses associated with modifications to Lessee’s Facilities resulting from Lessor’s modifications to the Tank will be Lessee’s sole responsibility.

9. Risk Allocation.

A. Lessee will hold Lessor (defined for purposes of this subsection to include Lessor’s officers and employees) harmless from, indemnify Lessor for and defend Lessor against any claim by a third party for any personal injuries (including death) or property damage resulting from the (i) presence of Lessee’s facilities on the Premises, (ii) the design or installation of Lessee’s Facilities, (iii) Lessee’s activities or the activities of Lessee’s officers, employees, contractors, licensees or invitees under this Lease, or (iv) the failure of Lessee to comply with any term of this Lease.

B. Lessor will hold Lessee (defined for purposes of this subsection to include Lessee’s officers and employees) harmless from, indemnify Lessee for and defend Lessee against any claim by a third party for any personal injuries (including death) or property damage resulting from the (i) negligent or wrongful acts of Lessor or Lessor’s officers, employees, contractors, licensees, or invitees on the Property or (ii) the failure of Lessor to comply with any term of this Lease.

C. Regardless of subsections 9.A and 9.B neither party will be liable to the other for indirect special, incidental, exemplary or consequential damages, including but not limited to, loss of profits or revenues, or claims of Lessee’s customers.

D. Lessor will not be responsible for any loss or damage to Lessee’s Facilities or any other property of Lessee on the Premises, resulting from theft, vandalism, wind, water, lightning, hail, snow, fire, or other casualty unless it is the direct result of Lessor’s negligence or wrongdoing.

10. Insurance. Lessee must maintain the following insurance by insurance providers shall be rated "A" or better by the A.M. Best Company. Lessee shall require that all subcontractors maintain insurance satisfying all the stated requirements. Upon the City's request, Lessee will provide the City Clerk copies of all certificates of insurance, policies and endorsements.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$3,000,000 General Aggregate Limit \$3,000,000 Products/Completed Operations	Coverage must include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Broad Form General Liability Extensions or equivalent, if not already included; (D) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall include an endorsement including the following as <i>Additional Insureds and certificate holders</i> : (i) City of Wyoming and (ii) all City of Wyoming officers, employees, board members, and commission members. Coverage afforded to the required insureds or additional insured must be primary and any other insurance that may be in effect shall be secondary and/or excess for claims arising out of the negligent acts or willful misconduct arising from Lessee's operations.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$3,000,000 per occurrence	Shall include an endorsement including the following as <i>Additional Insureds and certificate holders</i> : (i) City of Wyoming and (ii) all City of Wyoming officers, employees, board members, and commission members. Coverage afforded to the required insureds or additional insured must be primary and any other insurance that may be in effect shall be secondary and/or excess for claims arising out of the negligent acts or willful misconduct of Lessee operations.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: \$500,000 per occurrence	Coverage must be in accordance with applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Coverage may be used to meet liability limits as provided in the adjoining column.	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).
CANCELLATION	
Policy(ies), as described above, must be endorsed to state the following: "Thirty days advance written notice of cancellation, non-renewal shall be sent to: City Clerk, City of Wyoming, 1155 – 28 th Street SW, Wyoming, MI 49509."	

11. Casualty. If the Tank or another part of the Premises is destroyed by fire or other casualty so it is unfit for Lessee's occupancy and use, and the Premises cannot reasonably be restored or rebuilt within 120 days, either the Lessee or Lessor may terminate this Lease and rent will be abated for the unexpired portion of the Lease term (or any renewal term) effective as the date of such casualty. If the Premises can be restored or rebuilt within 120 days, and Lessor deems such restoration or rebuilding necessary or useful for its water utility operations, the rent during the period the Premises is untenable will be adjusted equitably. Nothing requires Lessor to rebuild or restore any Part of the Premises. Lessor has no responsibility to rebuild or restore any of the Lessee's Facilities, which Lessee has the sole responsibility to restore or reinstall following a casualty or other loss.

12. Covenants.

A. Lessor represents and promises that:

1. Lessee will have quiet and peaceful use of the Premises during the Lease term provided Lessee is not in default of any of this Lease.
2. To the best of its knowledge after reasonable inquiry, Lessor owns the Property in fee simple.

3. Lessor is validly existing and in good standing under Michigan law, and has the authority and taken needed actions to enter and be bound by this Lease.

B. Lessee represents and promises that:

1. Lessee's Facilities and the installation, operation and maintenance of Lessee's Facilities will not damage or impair the strength of the Tank or other Lessor facilities or interfere with Lessor's providing public water service.

2. Lessee is validly existing and in good standing under Michigan law and has the authority and taken needed actions to enter and be bound by this Lease.

13. Sale of Premises. If Lessor sells all or any part of the Premises to a purchaser other than Lessee, that sale will be subject to this Lease and Lessee's rights under this Lease.

14. Notices. A written notice to be provided under this Lease may be (i) personally delivered, (ii) delivered by FedX, UPS or another carrier service with delivery confirmation, (iii) certified or registered United States mail with return receipt or delivery confirmation, or (iv), if receipt is acknowledged by the recipient, by e-mail or other electronic means. Delivery will be effective when made. Notices must be addressed and delivered as follows, which addresses may be changed a party by notice to the other party:

To Lessor:
Wyoming City Clerk
1155 28th St SW
Wyoming, MI 49509

To Lessee:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/GS01065A

With a copy to:
Wyoming City Attorney
1155 28th St SW
Wyoming, MI 49509

15. General Provisions.

A. This is the entire agreement between the parties as to its subject matter. It cannot be amended or modified except in writing signed by the parties. It will not be affected by any course of dealing. The captions are for reference only and will not affect its interpretation, but the recitals are an integral part of this Lease. This Lease may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together are one document. Reference by office to a Lessor officer includes that officer's superiors and designees.

B. This Agreement was made in Kent County, Michigan and it shall be governed by and interpreted in accordance with Michigan law.

C. Assignments of this Lease or any rights or obligations under this Lease are limited as follows:

1. Lessee may request in writing Lessor's consent to assign this Lease to another party. Lessor must not unreasonably withhold, delay, or condition its consent. If Lessor consents in writing, Lessee will be relieved of all Lessee's obligations under this Lease and all those obligations will be obligations of Lessee's assignee.

2. Lessor may assign this Lease or Lessor's rights and obligations under this Lease to a successor in interest to or operator of the Property or Lessor's facilities on the Property. Lessor's assignee must comply with all terms of this Lease, including without limitation, those described in subsection 7.B of this Lease.

3. This Lease will be binding upon any successors or permitted assigns of the parties.

D. The parties are the only intended beneficiaries of this Lease. Therefore, this Lease will be enforceable only by the parties and no other person may enforce any provision.

E. A party's delay in the exercising any right or remedy shall not waive that or any other right or remedy. A waiver on one occasion shall not waive a later breach of that or any other provision of this Agreement.

No remedy provided in this Lease to Lessor or Lessee is intended to be exclusive of any other remedy provided by this Lease or under applicable law, but each is cumulative and in addition to every other remedy.

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

G. Either party may record with the Kent County Register of Deeds a copy of this Lease or a memorandum of this Lease.

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

CITY OF WYOMING

STATE OF MICHIGAN
COUNTY OF KENT

By: _____
Jack A. Poll, Mayor

Acknowledged before me in Kent County, Michigan, on ____, 2021, by Jack A. Poll, Mayor of the City of Wyoming, and Kelli A. Vandenberg, City Clerk of the City of Wyoming.

By: _____
Kelli A. Vandenberg, Clerk

_____, Notary Public
Kent County, Michigan
Acting in Kent County, Michigan
My commission expires: _____

Approved as to form:

Scott G. Smith, City Attorney

T-MOBILE CENTRAL LLC

STATE OF _____
COUNTY OF _____

By: _____
_____, _____

On _____, 2021, _____, the _____ of _____, appeared before me and executed this document for that company.

T-Mobile Legal
Approved *leo*
10/18/21



TMO Signatory Level : L08,SL08

_____, Notary Public
_____ County, _____
Acting in _____ County, _____
My commission expires: _____

No transfer tax is due because no interest is conveyed by this document.

Drafted by:
Scott G. Smith, City Attorney
Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509

When recorded, return to:
Kelli A. Vandenberg, City Clerk
Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509

EXHIBIT A
("Property")

Parent Parcel

PART OF SW 1/4 COM AT W 1/4 COR TH S 88D 10M 25S E ALONG E&W 1/4 LINE 673.23 FT TO BEG OF THIS DESC – TH SELY 316.22 FT ALONG A 745 FT RAD CURVE TO RT/ LONG CHORD BEARS S 55D 20M 02S E 313.86 FT/ TH S 43D 10M 25S E ALONG A 655 FT RAD CURVE TO LT/ LONG CHORD BEARS S 65D 41M 42S E 501.77 FT/ TO S LINE OF N 1/2 N 1/2 SW 1/4 TH S 88D 12M 56S E ALONG SD S LINE TO N&S 1/4 LINE TH NLY ALONG N&S 1/4 LINE TO CEN OF SEC TH W ALONG E&W 1/4 LINE TO BEG. 23.78 ACRES

Parcel Number: 41-17-34-300-020

EXHIBIT B
("Premises")


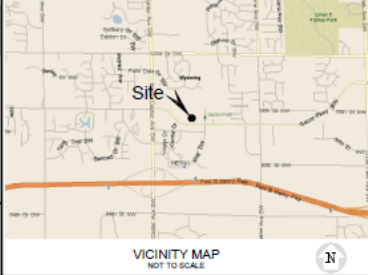

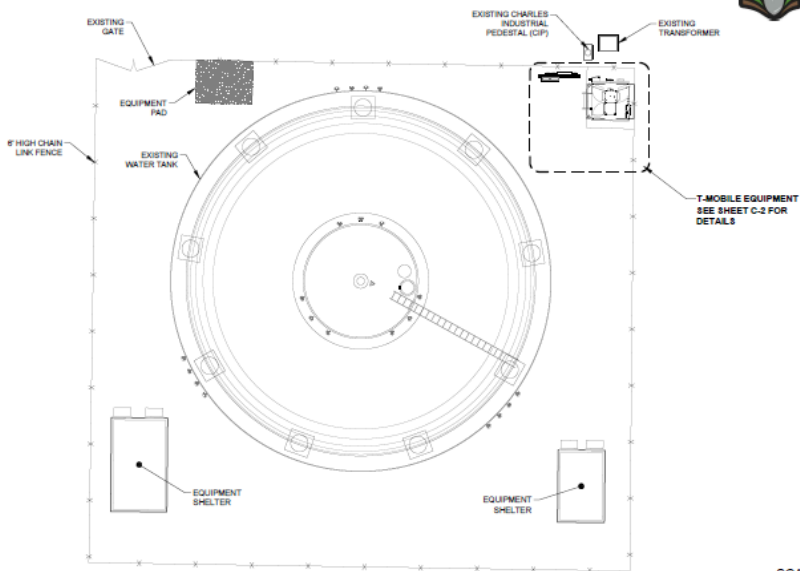


Lease Area

That part of Section 34, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the West 1/4 corner of said Section 34; thence South 89°05'48" East 1901.46 feet along the East and West 1/4 line of said section; thence South 00°54'12" West 469.81 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 89°59'45" East 10.00 feet; thence South 01°00'15" West 10.00 feet; thence North 89°59'45" West 10.00 feet; thence North 01°00'15" West 10.00 feet to the place of beginning.

Access Easement

A 8.00 feet wide easement in that part of Section 34, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, the centerline of which is described as: Commencing at the West 1/4 corner of said Section 34; thence South 89°05'48" East 1901.46 feet along the East and West 1/4 line of said section; thence South 00°54'12" West 469.81 feet; thence South 01°00'15" West 4.00 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 88°59'45" West 96.62 feet; thence North 01°00'15" East 14.85 feet; thence South 74°08'16" West 70.12 feet; thence South 85°46'28" West 126.14 feet; thence North 83°53'34" West 185.93 feet; thence North 81°31'35" West 158.52 feet; thence South 76°12'59" West 41.36 feet to the north right of way line of Gezon Parkway for the place of ending of this centerline description.

EXHIBIT C
 ("Lessee's Facilities")

 <p>2021 ANCHOR CONSTRUCTION DRAWINGS DWATER TANK - GEZON PKWY</p> <p>SITE NUMBER GS01065A SITE ADDRESS 2300 GEZON PARKWAY SW WYOMING, MICHIGAN 49509</p> <p>DRIVING DIRECTIONS: FROM I-96 AT EXIT 65A, TURN RIGHT ONTO RAMP. BEAR WEST ONTO 28TH ST SE. PROCEED 27 1/2 (WEST) MILES ON 28TH ST SE. TAKE RAMP ONTO US-131 SOUTH. AT EXIT 78, KEEP RIGHT ONTO RAMP. TURN WEST ONTO 54TH ST SW. ROAD NAME CHANGES TO GEZON PARKWAY SW. SITE IS LOCATED ON THE NORTH SIDE OF GEZON PARKWAY SW.</p>	 <p align="center">VICINITY MAP NOT TO SCALE</p>	<p>SITE TYPE: UPGRADE OF EQUIPMENT AT AN EXISTING UNMANNED TELECOMMUNICATION SITE.</p> <p>GEOGRAPHIC INFORMATION: (LATITUDE & LONGITUDE BASED ON NAD83) LATITUDE: 42.8615° LONGITUDE: -85.7161667° T-MOBILE RAD CENTER HEIGHT: 150' AGL</p> <p>SQUARE FOOTAGE: T-MOBILE LEASE AREA: 130 SQ. FT.</p> <p>TANK OWNER: CITY OF WYOMING PUBLIC WORKS 2660 BURLINGAME AVE S.W. WYOMING, MI 49509</p>	<p>APPLICANT: T-MOBILE CENTRAL, LLC 28505 SCHOOLCRAFT RD, BLDG#6 LIVONIA, MICHIGAN 48150 Phone: 734.367.7200</p> <p>ENGINEER: LANDTECH PROFESSIONAL SURVEYING AND ENGINEERING P.O. BOX 199 1275 MCGREGOR WAY GRAWN, MI 49637 PHONE: (231) 943 0050</p> <p>OCCUPANT LOAD: UNOCCUPIED</p> <p>PARCEL NUMBER (TAX I.D.): 41-17-34-300-022</p>	 <p>28505 SCHOOLCRAFT RD, BLDG#6 LIVONIA, MICHIGAN 48150 Phone: 734.367.7200 Fax: 734.367.7242</p> <p>CONTACT: KEN KALOUBEK (734) 444-0181</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="4">LANDTECH PROJECT NUMBER: 21323985</td> </tr> <tr> <th>REV.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> <tr> <td>A</td> <td>12/17/21</td> <td>PRELIMINARY CD</td> <td>TLS</td> </tr> <tr> <td>D</td> <td>10/20/21</td> <td>FINAL</td> <td>TLS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	LANDTECH PROJECT NUMBER: 21323985				REV.	DATE	DESCRIPTION	BY	A	12/17/21	PRELIMINARY CD	TLS	D	10/20/21	FINAL	TLS																								
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A	12/17/21	PRELIMINARY CD	TLS																																									
D	10/20/21	FINAL	TLS																																									
<p>REMOVING: (3) A&P (MASSIVE MIMO) ANTENNA(S)</p> <p>INSTALLING: (8) A&HC (MASSIVE MIMO) ANTENNA(S)</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>ATTENTION GC: THESE DRAWINGS ARE PREPARED BASED ON RFDS DATED: 06/04/21</p> <p>GENERAL CONTRACTOR TO CHECK WITH CONSTRUCTION TO VERIFY THAT THE RFDS IS CORRECT.</p> </div> <p align="center">SCOPE OF WORK (TANK) 1</p>	 <p align="right">811 Know what's below. Call before you dig.</p>			<p align="center">2021 ANCHOR CONSTRUCTION DRAWINGS</p> <p>NOTE: THESE DRAWINGS ARE TO SCALE WHEN PLOTTED ON 11"x17" SHEETS. REFER TO GRAPHIC SCALES ON REPRODUCTIONS.</p> <p>Wyoming DPW: _____</p> <p>T-Mobile: _____</p>  <p>LANDTECH Professional Surveying & Engineering 201.943.0050 www.landtech.com 877.550.LAND</p> <p>SITE #: GS01065A SITE NAME: DWATER TANK - GEZON PKWY SITE ADDRESS: 2300 GEZON PARKWAY SW WYOMING, MICHIGAN 48508</p> <p>Sheet Title: SITE PLAN</p> <p>Sheet Number: C-1</p>																																								
<p>LOW VOLTAGE DC POWER REQUIRED (48 VOLTS)</p> <p>CHECK BREAKER SIZE. 200 AMP BREAKER REQUIRED FOR SSC</p> <p>THE T-MOBILE EQUIPMENT IS LESS THAN 400A ELECTRICAL SERVICE.</p> <p align="center">NOTE: CM TO VERIFY EQUIPMENT LAYOUT PRIOR TO INSTALLATION.</p>	<p align="right">SCALE: 1"=20'</p>  <p align="right">SITE PLAN 1" = 20' 2</p>																																											

T-Mobile
 28505 SCHOOLCRAFT RD, BLDG#6
 LIVONIA, MICHIGAN 48150
 PHONE: 734.367.7200
 FAX: 734.367.7242
 CONTACT: KEN KALOUSEK
 (734) 444-0181

LANDTECH PROJECT NUMBER: 21323085			
REV.	DATE	DESCRIPTION	BY
A	12/17/21	PRELIMINARY CD	TJR
B	12/21/21	FINAL	TJR

2021 ANCHOR CONSTRUCTION DRAWINGS

NOTE: THESE DRAWINGS ARE TO SCALE WHEN PLOTTED ON 11x17" SHEETS. REFER TO GRAPHIC SCALES ON REPRODUCTIONS.

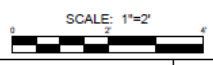
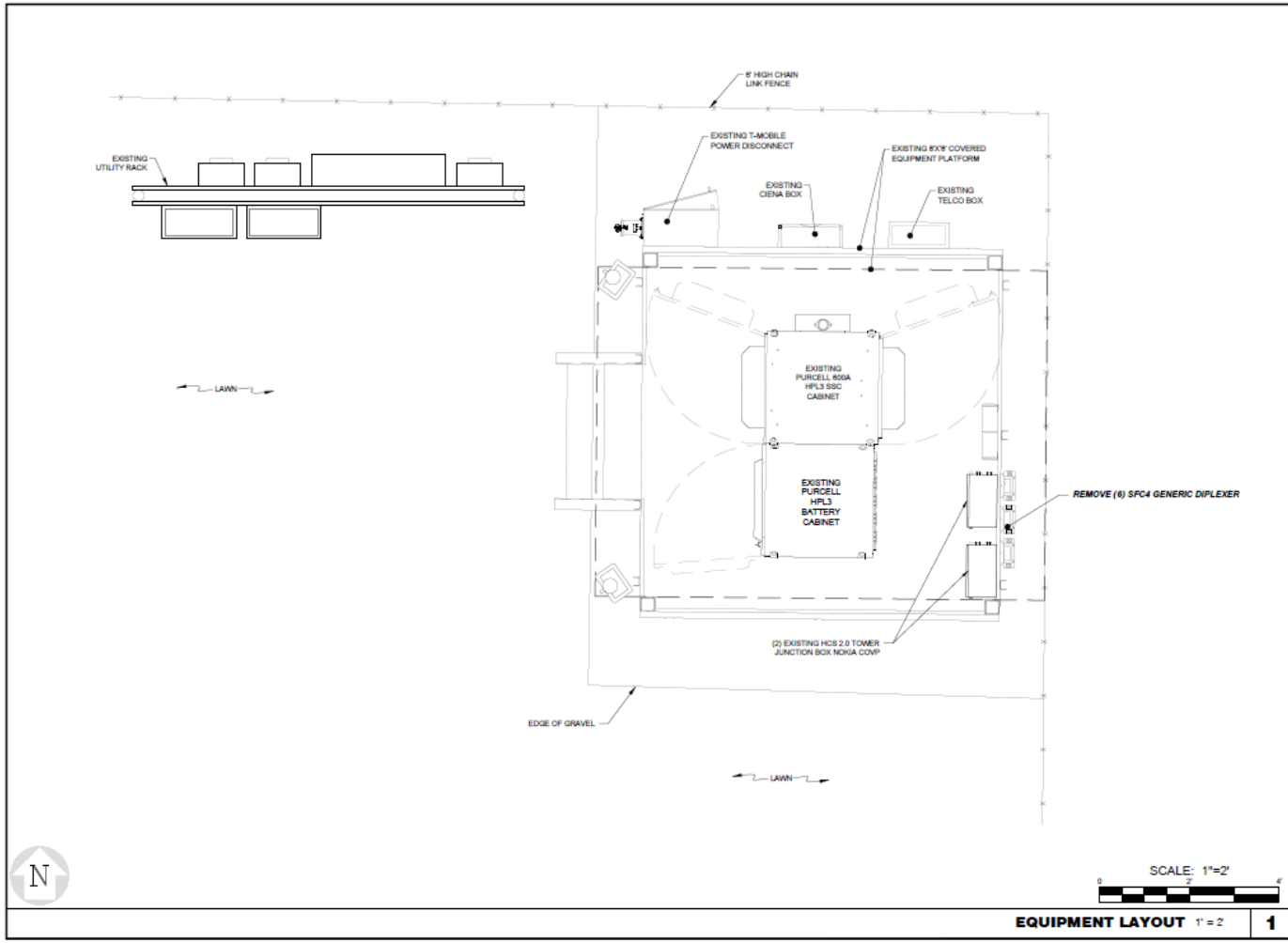
Wyoming DPW: _____
 T-Mobile: _____



SITE #: GS01095A
 SITE NAME: DWATER TANK - GEZON PKWY
 SITE ADDRESS: 2300 GEZON PARKWAY SW
 WYOMING, MICHIGAN 48608

Sheet Title: **EQUIPMENT PLAN**

Sheet Number: **C-2**



EQUIPMENT LAYOUT 1' = 2' 1

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE EMERGENCY REPAIR OF THE
42” TRANSMISSION MAIN, AUTHORIZE PAYMENT FOR THE REPAIRS
AND APPROVE THE ATTACHED BUDGET AMENDMENT

WHEREAS:

1. As detailed on the attached staff report, it is recommended the City Council concur with the emergency repair of the 42” transmission main and authorize payment to the Ottawa County Road Commission, Kamminga & Roodvoets and Prein & Newhof for the repairs in the total amount of \$287,214.60.
2. Funds for the payments will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the emergency repairs of the 42” transmission main.
2. The City Council does hereby authorize payment to the Ottawa County Road Commission in the total amount of \$500.00.
3. The City Council does hereby authorize payment to Kamminga & Roodvoets in the total amount of \$271,531.70.
4. The City Council does hereby authorize payment to Prein & Newhof in the total amount of \$15,182.90.
5. The City Council does hereby approve of the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Invoices (5)

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: February 21, 2022

Budget Amendment No. 057

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$287,214.60 of additional budgetary authority to provide additional funding required for the final payment of completed repairs to the 42" transmission main leak located at 15565 Ransom St.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Water Fund</u>				
Water Utility - T&D Pipeline to Gezon - Repairs & Maintenance				
591-591-56300-930.000	26,500.00	287,214.60		313,714.60
Fund Balance/Working Capital (Fund 591)		-	287,214.60	

Recommended: Jodi Yenchak
Finance Director

[Signature]
Deputy City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: February 15, 2022
Subject: Final Payment Authorization – 42” Watermain Repair
From: Robert Veneklasen, Water Plant Superintendent
Meeting Date: February 21, 2022

RECOMMENDATION:

It is recommended the City Council authorize payment of five final invoices totaling \$287,214.60 for the emergency repair of the Wyoming 42” transmission main that concluded in January of this year.

<u>Date</u>	<u>Vendor</u>	<u>Amount</u>
12/28/21	Ottawa County Road Commission	\$ 500.00
01/10/22	Kamminga & Roodvoets	\$184,349.38
01/11/22	Prein & Newhof	\$ 14,083.30
02/03/22	Kamminga & Roodvoets	\$ 87,182.32
02/09/22	Prein & Newhof	<u>\$ 1,099.60</u>
	Total	\$287,214.60

COMMUNITY, SAFETY, STEWARDSHIP:

Prompt emergency repair of one of Wyoming’s two water transmission mains serves to protect the public health, promotes safety, and comprises good stewardship.

DISCUSSION:

On November 22, 2021, the water plant was informed of an area of flowing water at 15565 Ransom Street, located between 152nd and 168th Avenues. Upon further investigation there was certainty this was the location of the 42” transmission main and preparation was immediately taken to embark on the leak repair.

Work began on December 2, 2021, and exposing the pipeline revealed a 3’ fracture at a pipe joint. The repair required closure of Ransom Street and removal of a large section of pavement. The repair parts arrived at the site within two days and the repairs were completed with pavement restoration at week’s end.

This repair did result in a delay of the High Service Discharge Pipe Replacement (i.e., yard piping) project at the water plant resulting in extended equipment rental costs. This is the third leak repair of the 42” water main in the past year. In addition to the repairs, and per the recommendation of

our engineering consultant, Prein & Newhof, the decision was made to obtain the most universal section of replacement pipe and a closure piece in the event of another leak repair. These unplanned costs are included in this request.

BUDGET IMPACT:

This pipeline repair was not anticipated and will require a budget amendment to transfer \$287,214.60 from the Water Fund's working capital balance to the transmission main repair and maintenance account, 591-591-56300-930.000.

*** INVOICE ***



Ottawa County Road Commission
14110 Lakeshore Drive
Grand Haven, MI 49417-0000

616-842-5400

0738 City of Wyoming
Joe Stapf, Director of Utilities
2350 Ivanrest Ave
Grandville, MI 49418

Invoice Number 607921
Invoice Date 12/28/2021
201 County Road

Permit No	Job No	Description	Fee Type	Fee Amount
2021-763423		Park Location: Ransom Steet	Permit	500.00
			Current Charges	<hr/> 500.00
			Total Amount Due	<hr/> 500.00



Kamminga & Roodvoets

3435 Broadmoor SE
 Grand Rapids, MI 49512
 Phone: (616) 949-0800
 Fax: (616) 949-1894

Invoice

Invoice Number	1213101
Invoice Date	1/10/2022

Bill To: CITY OF WYOMING
 ATTN: ROBERT VENEKLASEN
 2660 BURLINGAME AVE. SW
 WYOMING, MI 49509

Re: WYOMING WATER TRANS. REPAIR

Job No	Customer Job No	Customer PO	Payment Terms	Due Date
12131			NET 30 DAYS	2/9/2022
Quantity	Description	U/M	Rate/Unit	Price
1.00	RANSOM 42" TRANSMISSION MAIN REPAIR	LS	184,349.38	184,349.38

Subtotal	\$	184,349.38
Sales Tax (if applicable)	\$	0.00
Retention	\$	0.00
Total Due	\$	184,349.38

Thank you for your business!

Prein&Newhof

Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE Grand Rapids, MI 49525
t. 616-364-8491 f. 616-364-695 preinnewhof.com

Invoice

CITY OF WYOMING
BOB VENEKLASEN
WYOMING TREATMENT PLANT
16700 NEW HOLLAND ST
HOLLAND, MI 49424

Invoice number 65423
Date 01/11/2022

Project 2211164 42" LEAK REPAIR-NEAR 15565
RANSOM

BILLING PERIOD: 11/28/21 TO 12/31/21

PROFESSIONAL SERVICES RELATED TO
REPAIR ASSISTANCE, COORDINATION,
AND OBSERVATION

Invoice Total 14,083.30

TERMS: NET 30: 1-1/2% PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS



Kamminga & Roodvoets

3435 Broadmoor SE
 Grand Rapids, MI 49512
Phone: (616) 949-0800
Fax: (616) 949-1894

Invoice

Invoice Number
1213102
Invoice Date
2/3/2022

Bill To: CITY OF WYOMING
 ATTN: ROBERT VENEKLASEN
 2660 BURLINGAME AVE. SW
 WYOMING, MI 49509

Re: WYOMING WATER TRANS. REPAIR

Job No	Customer Job No	Customer PO	Payment Terms	Due Date
12131			NET 30 DAYS	3/5/2022
Quantity	Description	U/M	Rate/Unit	Price
1.00	ADDITIONAL COSTS RELATED TO THE 42" TRANSMISSION MAIN REPAIR	LS	87,182.32	87,182.32

Subtotal	\$	87,182.32
Sales Tax (if applicable)	\$	0.00
Retention	\$	0.00
Total Due	\$	87,182.32

Thank you for your business!

Prein&Newhof

Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE Grand Rapids, MI 49525
t. 616-364-8491 f. 616-364-695 preinnewhof.com

Invoice

CITY OF WYOMING
BOB VENEKLASEN
WYOMING TREATMENT PLANT
16700 NEW HOLLAND ST
HOLLAND, MI 49424

Invoice number 66019
Date 02/09/2022

Project 2211164 42" LEAK REPAIR-NEAR 15565
RANSOM

BILLING PERIOD: 1/01/22 TO 2/04/22

PROFESSIONAL SERVICES RELATED TO
PIPE ORDER, YARD PIPNG SHORING
BOX ISSUE, AND DRAFT REPORT

Invoice Total 1,099.60

TERMS: NET 30: 1-1/2% PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR BITUMINOUS PAVING MATERIAL

WHEREAS:

1. As detailed in the attached staff report, bids were received for bituminous paving material on February 11, 2020, and awarded by the City Council via Resolution #26612 on March 2, 2020.
2. Rieth-Riley Construction Company has offered to extend their current bid pricing through February 28, 2023.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby extend the bid for the listed item as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Cost
Bituminous Paving Material	Rieth-Riley Construction Company	Bid prices as shown on the attached staff report.

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 February 21, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Letter

Resolution No. _____

STAFF REPORT

DATE: February 15, 2022

SUBJECT: Bid Extension – Bituminous Paving Materials

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: February 21, 2022

RECOMMENDATION:

It is recommended that the City Council extend the bid for bituminous paving materials to Rieth-Riley Construction Company, Inc., at \$58.00 per ton for 36A top mix asphalt and \$57.00 per ton for 13A base mix asphalt.

COMMUNITY, SAFETY, STEWARDSHIP:

The Public Works Department repairs asphalt streets damaged by weather and utility failures throughout the City. The use of asphalt, made from materials that can be recycled, reduces the consumption of natural resources and the dumping of asphalt materials in landfills.

DISCUSSION:

On March 2, 2020 the City Council awarded the bid for bituminous paving materials to Rieth-Riley Construction Company, as referenced with Resolution Number 26612. Rieth-Riley Construction extended their bid pricing last year and has agreed to extend their bid pricing until February 28, 2023. The unit pricing shall remain unchanged from the previous bid pricing as shown in the attached bid tabulations.

The Public Works Department uses approximately 1,400 tons of asphalt top mix and approximately 1,000 tons of asphalt base mix each year. The unit price of 36A top mix is \$58.00 per ton, for an estimated yearly total cost of \$81,200.00.

BUDGET IMPACT:

Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

ATTACHMENTS:

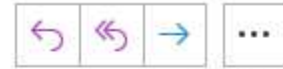
Contract Extension Email, Rieth-Riley Construction Company, February 1, 2022
Bid Tabulations, February 11, 2020

RE: City of Wyoming - Bituminous Paving Materials Bid



Kirk Breukink <KBREUKINK@rieth-riley.com>

To: Theis, Jodie



2/1/2022

You replied to this message on 2/1/2022 2:00 PM.

Jodie,

Rieth-Riley will extend current prices for Hot Mix Asphalt to the City of Wyoming until Feb. 28, 2023

-thank you,



From: Theis, Jodie

Sent: Monday, January 24, 2022 8:32 AM

To: Kirk Breukink <KBREUKINK@rieth-riley.com>

Subject: City of Wyoming - Bituminous Paving Materials Bid

Good morning, Kirk.

It is time to re-bid for the bituminous paving materials. We are wondering if you would be interested in extending your bid pricing for one more year. If you are willing to extend, can you please send a letter (or responding to this email is fine) that you are willing to extend your current bid prices through February 28, 2023?

If you are unable to extend the pricing, I will have the bid specifications out by the end of this week.

Thank you and I hope that all is well.

City of **Wyoming** Michigan

TABULATION OF BIDS

FOR BITUMINOUS PAVING MATERIALS - BID # 1809

OPENED BY THE CITY CLERK ON FEBRUARY 11, 2020 AT 11:00 A.M. O'CLOCK

Bidder	36A Bituminous Top Mix			13A Bituminous Base Mix		
	Est. Qty. (Tons)	Unit Price (Per Ton)	Total (Based on Est. Qty.)	Est. Qty. (Tons)	Unit Price (Per Ton)	Total (Based on Est. Qty.)
Michigan Paving & Materials Co.	1,400	\$ 61.50	\$ 86,100.00	1,000	\$ 60.00	\$ 60,000.00
Reith-Riley Construction Co.	1,400	\$ 58.00	\$ 81,200.00	1,000	\$ 57.00	\$ 57,000.00
Superior Asphalt, Inc.	1,400	\$ 66.00	\$ 92,400.00	1,000	\$ 64.00	\$ 64,000.00

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACTS

WHEREAS:

1. Formal bids have been obtained on the below listed items.
2. The bids received have been reviewed and evaluated as per the attached staff reports.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bids for the listed items as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
Shredded Bark and Wood Chips	Brinkwood Products Inc. and Superior Ground Cover Inc.	Bid prices as shown on the attached staff report.
Stainless Steel Clamp Couplings	ETNA Supply Company	Bid prices as shown on the attached staff report.
Brass Water Service and Meter Installation Materials and Meter Mountings	ETNA Supply Company	Bid prices as shown on the attached staff report.

2. The City Council does hereby authorize the Mayor and City Clerk to execute the contracts.

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 February 21, 2022.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports
Contracts

Resolution No. _____

STAFF REPORT

Date: February 2, 2021

Subject: Shredded Bark and Wood Chips

From: Laura Jackson, Secretary II

Cc: Dan Kleinheksel, Utility Maintenance Manager
Tim Montgomery, Parks Foreman
Troy Rinks, Facilities Maintenance Foreman

Meeting Date: February 21, 2022

RECOMMENDATION:

It is recommended City Council award the bid for hardwood (brown) shredded bark and ADA approved playground wood chips to Brinkwood Products Inc. and Superior Ground Cover Inc. at the bid prices as shown on the attached tabulation sheet.

COMMUNITY, SAFETY, STEWARDSHIP:

Vibrant communities are built upon attractive and safe public spaces. Well maintained properties have a positive direct impact on property values.

The City uses shredded bark as mulch, to retain soil moisture and to help with weed prevention around the trees and shrubs in the parks and other city facilities. We also used engineered wood fiber, also known more commonly as ADA compliant playground chips, for safety surfacing for playgrounds as required. By placing shredded bark in our landscaping and ADA compliant chips in our playgrounds we work to create safe and attractive community public spaces.

DISCUSSION:

On February 8, 2022, two bids were received to provide shredded bark and ADA playground wood chips for City facilities and parks. Forty-three invitations to bid were sent to prospective bidders.

Shredded bark is utilized at various facilities for landscaping, weed suppression and moisture retention around trees. The ADA compliant playground wood chips will be used in playground areas to comply with the Americans with Disabilities Act and National Playground Safety Standards.

It is recommended that the bid for hardwood (brown) shredded bark and ADA approved playground wood chips be awarded to both Brinkwood Products Inc. and Superior Ground Cover Inc. based on bid price per cubic yard, price to blow bark into location and delivery charges.

BUDGET IMPACT:

It is estimated the annual expenditure for shredded bark and ADA approved playground woodchips will total approximately \$25,000. Sufficient funds are available in the Facilities, Library, Parks, Water Treatment and Clean Water Plant accounts:

Park Facilities	208-752-75600-930.000
Park Facilities	208-752-75600-775.000
Public Works	661-441-58300-775.000
Clean Water	590-590-54300-930.000
Water Treatment Plant	591-591-55300-930.000
Facilities (Fire)	101-337-33800-775.000
Facilities (Police)	101-305-30610-740.000
Facilities (Court)	101-136-13610-740.000
Facilities (City Hall)	101-267-26700-740.000
Library	401-267-26700-740.000

TAB SHEET:

Bark Description	Bidder	Delivered Bid Price (cu. yd.)	Delivered Bid price to blow bark into location (cu. yd.)	Minimum Truckload (cu. yd.) per delivery (no delivery charges)	Delivery Charge (for deliveries under the minimum truckload)
Any City building, facility, property and job site in the City of Wyoming					
Hardwood (Brown) Shredded Bark	Brinkwood Products Inc.	\$15.95	\$46.50	30	\$49.00
	Superior Ground Cover Inc.	\$20.00	\$43.00	20	\$49.00
ADA Approved Playground Wood Chips (Engineered Wood Fiber)	Brinkwood Products Inc.	\$14.00	\$22.00	30	\$49.00
	Superior Ground Cover Inc.	\$15.00	\$21.75		
City of Wyoming Drinking Water Plant					
Hardwood (Brown) Shredded Bark	Brinkwood Products, Inc.	\$15.95	\$46.50	30	\$60.00
	Superior Ground Cover, Inc.	\$20.00	\$43.00	20	\$49.00
ADA Approved Playground Wood Chips (Engineered Wood Fiber)	Brinkwood Products, Inc.	\$14.00	\$22.00	30	\$60.00
	Superior Ground Cover, Inc.	\$15.00	\$21.75		

SHREDDED BARK AND WOOD CHIPS CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the **SHREDDED BARK AND WOOD CHIPS** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of February 8, 2022 and related required materials (the "Bid") that was selected by City

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

"Contractor" means: Brink Wood Products, Inc.
LEGAL NAME OF COMPANY

Corporation - Michigan
BUSINESS NAME / O.B.A., IF DIFFERENT FROM ABOVE

1175 - 76th Street SW
FORM OF BUSINESS and STATE IN WHICH FORMED -- e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

Byron Center MI 49315
STREET ADDRESS CITY STATE ZIP CODE

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** 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

Contractor

By: _____
Jack A. Poll, Mayor

By: Michelle Doornbos
Signature for Contractor

By: _____
Kelli A. VandenBerg, City Clerk

Michelle Doornbos - Secretary
Printed Name & Title of Person Signing

Date signed: _____

Date signed: 2/2/2022

Approved as to form: [Signature]
Scott G. Smith, City Attorney

SHREDDED BARK AND WOOD CHIPS CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the **SHREDDED BARK AND WOOD CHIPS** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of February 8, 2022 and related required materials (the "Bid") that was selected by City

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

"Contractor" means: Superior Groundcover Inc
LEGAL NAME OF COMPANY

Cooperation - Michigan
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

10588 Linden Dr. NW
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

Grand Rapids MI 49426
CITY STATE ZIP CODE

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** 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

Contractor

By: _____
Jack A. Poll, Mayor

By: _____
Signature for Contractor

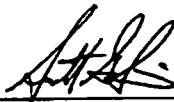
By: _____
Kelli A. VandenBerg, City Clerk

Printed Name & Title of Person Signing

Date signed: _____

Date signed: _____

Approved as to form:



Scott G. Smith, City Attorney

STAFF REPORT

DATE: February 15, 2022

SUBJECT: Bid Award – Stainless Steel Clamp Couplings

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: February 21, 2022

RECOMMENDATION:

It is recommended that the City Council award the bid for stainless steel clamp couplings to the low bidder, Etna Supply Company, at the unit prices shown in the attached bid tabulations.

COMMUNITY, SAFETY, STEWARDSHIP:

The use of stainless steel clamp couplings allows the Public Works Department to provide quality water and sewer mains repairs that otherwise would need extensive excavation, repair and restoration. The use of couplings ensures that utility service is returned in a timely and economical manner.

DISCUSSION:

On Tuesday, February 15, 2022, the City received two bids for stainless steel clamp couplings. Fifty-six invitations to bid were sent to prospective bidders. Etna Supply Company was the low bidder.

The Public Works Department utilizes stainless steel clamp couplings to repair damaged water mains and sewers throughout the City. Sewer main and water main breaks can be caused by several factors, including age, freezing or thawing of soil, pipe corrosion, soil conditions, or ground movement.

The Public Works Department is anticipating a yearly total of approximately \$10,650 for stainless steel clamp couplings. The total price based on estimated quantities is an increase of 36% from last year's total price.

BUDGET IMPACT:

Sufficient funds are available in the sewer and water maintenance accounts: 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

ATTACHMENTS:

Bid Tabulations, February 15, 2022

City of **Wyoming** Michigan

TABULATION OF BIDS
FOR STAINLESS STEEL CLAMP COUPLINGS - BID # 2035

OPENED BY THE CITY CLERK ON FEBRUARY 15, 2022 AT 11:00 A.M. O'CLOCK

Est. Qty.	Nom. Size (inches)	O.D. Range (inches)	Width (inches)	Weight (pounds)	Etna Supply Company		Ferguson Enterprises	
					Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)
2	4	4.74-5.14	12	10.5	\$106.30	\$212.60	\$106.60	\$213.20
30	6	6.84-7.24	12	12.2	\$111.45	\$3,343.50	\$121.40	\$3,642.00
6	6	6.84-7.24 with 1" tap	12	12.2	\$139.70	\$838.20	\$150.60	\$903.60
6	6	6.84-7.24	15	14.6	\$133.50	\$801.00	\$141.70	\$850.20
15	8	8.99-9.39	12	14.5	\$127.40	\$1,911.00	\$138.80	\$2,082.00
4	8	8.99-9.39 with 1" tap	12	14.5	\$163.85	\$655.40	\$171.30	\$685.20
2	8	8.99-9.39	20	23.2	\$220.10	\$440.20	\$232.30	\$464.60
2	10	11.04-11.44	12	16.5	\$177.40	\$354.80	\$187.20	\$374.40
2	12	13.10-13.50	12	18.7	\$205.45	\$410.90	\$216.90	\$433.80
2	6	6.84-7.24 with 1" tap	20	20	\$236.00	\$472.00	\$247.60	\$495.20
2	8	8.99-9.39 with 1" tap	20	23	\$252.45	\$504.90	\$264.90	\$529.80
2	12	13.10-13.50 with 1" tap	20	29	\$356.00	\$712.00	\$373.20	\$746.40
0	16	17.15-18.35	20	53	\$700.00	\$0.00	\$705.70	\$0.00
Total					\$10,656.50		\$11,420.40	
Brand of clamps bid					Ford Meter Box		Ford Meter Box	
Is there a location within 15 miles to the City of Wyoming limits available for 24/7 Emergency Purchases?					Yes		Yes	

STAINLESS STEEL CLAMP COUPLINGS CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the **STAINLESS STEEL CLAMP COUPLINGS** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of February 15, 2022 and related required materials (the "Bid") that was selected by City

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

"Contractor" means: Etna Supply LLC
LEGAL NAME OF COMPANY

LLC, Michigan
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

4901 Clay Avenue SW
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

Grand Rapids MI 49548
CITY STATE ZIP CODE

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** 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

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____

Approved as to form: [Signature]
Scott G. Smith, City Attorney

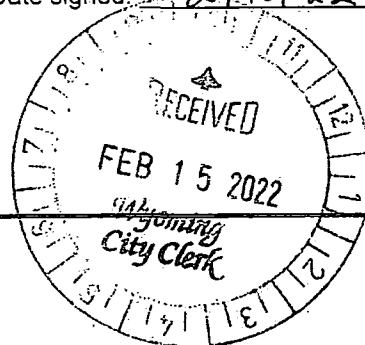
Etna Supply LLC

Contractor

By: [Signature]
Signature for Contractor

Chad Hart, Customer Service Rep
Printed Name & Title of Person Signing

Date signed: 2/16/22



STAFF REPORT

Date: February 16, 2022

Subject: Bid Award - Brass Water Service and Meter Installation Materials and Meter Mountings

From: Jodie Theis, Public Services Supervisor

Date of Meeting: February 21, 2022

RECOMMENDATION:

It is recommended that the City Council award the bid for brass water service and meter installation materials and meter mountings to the low bidder, Etna Supply Company, for the prices as shown on the attached bid tabulation.

COMMUNITY, SAFETY, STEWARDSHIP:

Brass water service and meter installation materials and meter mountings are used throughout the City when repairing or replacing water services or water meters. These no-lead brass materials will reduce the exposure of lead to the public, providing safe living and working conditions for our residents and protect the environment from lead contamination.

DISCUSSION:

On Tuesday, February 15, 2022, the City received three bids for brass water service and meter installation materials and meter mountings. Eighty-eight invitations to bid were sent to prospective bidders. Etna Supply Company was the low bidder.

The Public Works Department utilizes brass water service and meter installation materials to repair and replace broken water services and water meters throughout the City of Wyoming. Federal regulations require that all of the brass fittings be free of lead. Bids are received each year in order to acquire quality brass water service and meter installation materials.

The City is anticipating that it will spend approximately \$35,000 for brass water service materials and approximately \$30,000 on meter installation materials on an annual basis. Unit costs are an increase of approximately 20% from last year's unit costs.

BUDGET IMPACT:

Sufficient funds are available in the water service maintenance and water meter maintenance accounts: 591-441-56700-775.000 and 591-591-56500-775.000.

ATTACHMENT:

Bid Tabulations

City of **Wyoming** Michigan

TABULATION OF BIDS
FOR BRASS WATER SERVICE AND METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS - BID # 2033

OPENED BY THE CITY CLERK ON FEBRUARY 15, 2022 AT 11:00 A.M. O'CLOCK

Est. Qty.	Item Description	Stock Number	Core and Main			Etna Supply Company			Ferguson Enterprises		
			Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)
50	1" corporation stop	Ford F1000	AY McDonald 74701-22-1	\$51.70	\$2,585.00		\$49.20	\$2,460.00		\$50.20	\$2,510.00
200	1" curb stop	Ford B44-446M	AY McDonald 76104-22-1	\$110.40	\$22,080.00		\$105.10	\$21,020.00		\$106.10	\$21,220.00
500	5/8" x 3/4" x 3/4" coupling	Ford C-38-23-2.5F	AY McDonald 74620 3/4x2 1/2	\$10.17	\$5,085.00		\$9.70	\$4,850.00		\$9.90	\$4,950.00
250	1" compression coupling	Ford C44-44	AY McDonald 74758-22-1	\$21.83	\$5,457.50		\$20.75	\$5,187.50		\$21.20	\$5,300.00
10	1 1/2" corporation stop	Ford FB1000	AY McDonald 74701B-22	\$149.01	\$1,490.10		\$141.85	\$1,418.50		\$144.70	\$1,447.00
20	1 1/2" compression coupling	Ford C44-56	AY McDonald 74758-22 1 1/2x 2 1/2	\$60.47	\$1,209.40		\$57.50	\$1,150.00		\$58.70	\$1,174.00
20	1 1/2" curb stop	Ford B44-666M	AY McDonald 76104-22 1 1/2	\$256.21	\$5,124.20		\$243.90	\$4,878.00		\$248.90	\$4,978.00
10	2" corporation stop	Ford FB1000	AY McDonald 74701B-22 2	\$246.46	\$2,464.60		\$234.60	\$2,346.00		\$237.00	\$2,370.00
20	2" curb stop	Ford B44-777M	AY McDonald 76104-22 2	\$357.28	\$7,145.60		\$340.00	\$6,800.00		\$343.50	\$6,870.00
20	2" compression coupling	Ford C44-77	AY McDonald 74758-22 2	\$98.61	\$1,972.20		\$93.80	\$1,876.00		\$95.80	\$1,916.00
250	Curb box, 5'6" depth	M&E Type B W/BSC-LBP	AY McDonald 5615WB 5'6"	\$45.13	\$11,282.50		\$52.90	\$13,225.00	FEM25557	\$48.30	\$12,075.00
150	Curb box lid w/plug	M&E B9C-LBP	AY McDonald 5615L 1-1/4	\$13.87	\$2,080.50		\$15.90	\$2,385.00	FPLLID	\$9.40	\$1,410.00
80	Copper meter inserters, 5/8" x 3/4", "M" Style Inserter, 43-2-NNMD 43x403 NO LEAD	AY McDonald - Series 43-2		\$109.98	\$8,798.40		\$186.50	\$14,920.00	FVCH18234NL	\$121.90	\$9,752.00
50	1" Full port straight curb valve, ball style 300 PSI w/lock wing mac-pak compression x 1" FIP	AY McDonald 6102W-22-1		\$95.50	\$4,775.00	FORD B41-444W-NL	\$90.90	\$4,545.00	FB41444WNL	\$92.80	\$4,640.00
20	3/4" MIP union for copper horn inserter	AY McDonald 20-M3		\$6.08	\$121.60	FORD CH58-33-NL	\$5.50	\$110.00	FCHS833NL	\$4.65	\$93.00
200	1" x 3/4" Brass Bushings		AY McDonald 72206	\$3.02	\$604.00	LEGEND 310-483-NL-65	\$3.90	\$780.00		\$3.40	\$680.00
50	3/4" x 2 1/2" meter couplings, 3/4 ribbed tail piece	AY McDonald 4620 3/4		\$10.17	\$508.50	EGW UTILITIES C38-23-2.5-NL-65	\$4.70	\$235.00	FC382325NL	\$9.90	\$495.00
100	1" x 2 5/8" meter coupling, ribbed tail piece	AY McDonald 4620-1		\$15.68	\$1,568.00	EGW UTILITIES C38-44-2.625-NL-65	\$6.63	\$663.00	FC38442625NL	\$15.20	\$1,520.00
10	3/4" FIP ball valve, full port	NIBCO 7385-70	AY McDonald 72032T	\$6.54	\$65.40	APOLLO 94ALF-104-01A	\$9.95	\$99.50	FNWX410CF	\$8.70	\$87.00
75	1 1/2" female flanged coupling	AY McDonald 610F 1 1/2"		\$45.29	\$3,396.75	FORD CF31-66-NL	\$43.10	\$3,232.50	PCF3166NL	\$43.90	\$3,292.50
150	1" Full port angle curb valves, ball style 300 PSI lock wing with Mac-Pak Compression X 1" FIP	AY McDonald 4606B-22-1		\$108.82	\$16,323.00	FORD BA41-444W-NL	\$103.55	\$15,532.50	FBA41444WNL	\$105.10	\$15,765.00

Est. Qty.	Item Description	Stock Number	Core and Main			Etna Supply Company			Ferguson Enterprises		
			Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)
50	2" female flanged coupling	AY MacDonald 610P2		\$59.14	\$2,957.00	FORD CF31-77-NL	\$56.30	\$2,815.00	FCF3177NL	\$57.40	\$2,870.00
10	¾" FIP gate valves	NIBCO T113	AY McDonald 72035 3/4	\$7.79	\$77.90	JOMAR	\$14.90	\$149.00	PFXT300F	\$8.90	\$89.00
150	1" FIP gate valves	NIBCO T113	AY McDonald 72035 1	\$10.38	\$1,557.00	JOMAR	\$22.15	\$3,322.50	PFXT300G	\$12.40	\$1,860.00
5	1½" FIP gate valves	NIBCO T113	AY McDonald 72935T 1-1/2	\$18.98	\$94.90	JOMAR	\$39.80	\$199.00	PFXT300J	\$25.80	\$129.00
5	2" FIP gate valves	NIBCO T113	AY McDonald 72935T 2	\$28.93	\$144.65	JOMAR	\$60.55	\$302.75	PFXT300K	\$36.10	\$180.50
20	¾" x close brass nipple		AY McDonald 2200 3/4	\$1.63	\$32.60		\$1.90	\$38.00		\$2.05	\$41.00
20	1" x close brass nipple		AY McDonald 2200 1	\$2.43	\$48.60		\$2.85	\$57.00		\$3.07	\$61.40
20	¾" x 2" brass nipple		AY McDonald 2200 3/4x2	\$2.07	\$41.40		\$2.45	\$49.00		\$2.62	\$52.40
20	¾" x 2 ½" brass nipple		AY McDonald 2200 3/4x2-1/2	\$2.37	\$47.40		\$2.84	\$56.80		\$2.62	\$52.40
20	¾" x 3" brass nipple		AY McDonald 2200 3/4x3	\$2.75	\$55.00		\$3.25	\$65.00		\$3.51	\$70.20
20	¾" x 3 ½" brass nipple		AY McDonald 2200 3/4x3-1/2	\$3.06	\$61.20		\$3.65	\$73.00		\$3.94	\$78.80
20	¾" x 4" brass nipple		AY McDonald 2200 3/4x4	\$3.59	\$71.80		\$4.25	\$85.00		\$4.62	\$92.40
20	¾" x 4 ½" brass nipple		AY McDonald 2200 3/4x4-1/2	\$3.90	\$78.00		\$4.65	\$93.00		\$4.97	\$99.40
20	¾" x 5" brass nipple		AY McDonald 2200 3/4x5	\$4.30	\$86.00		\$5.10	\$102.00		\$5.48	\$109.60
20	¾" x 5 ½" brass nipple		AY McDonald 2200 3/4x5-1/2	\$4.72	\$94.40		\$5.60	\$112.00		\$5.93	\$118.60
20	¾" x 6" brass nipple		AY McDonald 2200 3/4x6	\$4.59	\$91.80		\$6.25	\$125.00		\$6.61	\$132.20
20	1" x 2" brass nipple		AY McDonald 2200 1 x 2	\$2.99	\$59.80		\$3.50	\$70.00		\$3.77	\$75.40
20	1" x 2½" brass nipple		AY McDonald 2200 1x2-1/2	\$3.45	\$69.00		\$4.10	\$82.00		\$4.39	\$87.80
20	1" x 3" brass nipple		AY McDonald 2200 1" x 3	\$4.02	\$80.40		\$4.75	\$95.00		\$5.00	\$100.00
20	1" x 3 ½" brass nipple		AY McDonald 2200 1x3-1/2	\$4.58	\$91.60		\$5.50	\$110.00		\$5.88	\$117.60
20	1" x 4" brass nipple		AY McDonald 2200 1" x 4	\$5.12	\$102.40		\$6.15	\$123.00		\$6.59	\$131.80
20	1" x 4 ½" brass nipple		AY McDonald 2200 1x4-1/2	\$5.77	\$115.40		\$6.90	\$138.00		\$7.38	\$147.60
20	1" x 5" brass nipples		AY McDonald 2200 1x5	\$6.37	\$127.40		\$7.60	\$152.00		\$8.15	\$163.00
20	1" x 5 ½" brass nipples		AY McDonald 2200 1x5-1/2	\$7.00	\$140.00		\$8.35	\$167.00		\$8.94	\$178.80
20	1" x 6" brass nipple		AY McDonald 2200 1" x 6	\$7.60	\$152.00		\$9.10	\$182.00		\$9.75	\$195.00

Est. Qty.	Item Description	Stock Number	Core and Main			Etna Supply Company			Ferguson Enterprises		
			Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)
20	1½" x close brass nipple		AY McDonald 2200 1-1/2xCLOSED	\$4.64	\$92.80		\$5.60	\$112.00		\$6.00	\$120.00
20	1 ½" x 3" brass nipple		AY McDonald 2200 1-1/2x3	\$6.95	\$139.00		\$8.30	\$166.00		\$8.90	\$178.00
20	1½" x 4" brass nipple		AY McDonald 2200 1-1/2x4	\$9.04	\$180.80		\$10.85	\$217.00		\$11.60	\$232.00
10	1 ½" x 5" brass nipple		AY McDonald 2200 1-1/2x5	\$11.27	\$112.70		\$13.50	\$135.00		\$14.45	\$144.50
10	1½" x 6" brass nipple		AY McDonald 2200 1-1/2x6	\$13.49	\$134.90		\$16.00	\$160.00		\$17.16	\$171.60
20	2" x close brass nipple		AY McDonald 2200 2xCLOSED	\$7.09	\$141.80		\$8.55	\$171.00		\$9.15	\$183.00
5	2" x 2 ¼ " brass nipple		AY McDonald 2200 2x2-1/2	\$7.62	\$38.10		\$9.25	\$46.25		\$9.76	\$48.80
10	2" x 6" brass nipple		AY McDonald 2200 2x6	\$17.18	\$171.80		\$20.60	\$206.00		\$21.81	\$218.10
10	2" x 9" brass nipple		AY McDonald 2200 2x9	\$25.38	\$253.80		\$30.65	\$306.50		\$44.50	\$445.00
10	2" x 12" brass nipple		AY McDonald 2200 2x12	\$33.36	\$333.60		\$40.60	\$406.00		\$43.10	\$431.00
500	1" Meter Washers		AY McDonald 2200 18-G4	\$0.34	\$170.00	CORLEY GASKET GT-120	\$0.45	\$225.00		\$0.39	\$195.00
20	1 ½" Adjustable MNPT Oval Meter Flange	AY McDonald 610A-55, 11/2"		\$187.46	\$3,749.20	FORD CF38-66-2-NL	\$46.55	\$931.00		\$141.60	\$2,832.00
20	2" Adjustable MNPT Oval Meter Flange	AY McDonald 610A-55, 2"		\$232.23	\$4,644.60	FORD CF38-77-2125-NL	\$62.15	\$1,243.00		\$169.80	\$3,396.00
20	1" Brass Threaded Couplings		AY McDonald 72210 1	\$5.57	\$111.40		\$6.20	\$124.00		\$4.80	\$96.00
10	2" x 1" brass bushings		AY McDonald 72206 2x1	\$11.96	\$119.60		\$15.20	\$152.00		\$12.30	\$123.00
10	1 ½" x 1" brass bushings		AY McDonald 72206 1-1/2x1	\$7.73	\$77.30		\$8.55	\$85.50		\$6.89	\$68.90
300	Curb Box Plug 1 ¾" - MEPLG 1 ¾ Brass Plug		AY McDonald 5614BP 1-1/4	\$3.69	\$1,107.00	AYM 5614BP	\$4.20	\$1,260.00	FPPL	\$5.60	\$1,680.00
25	1" NIBCO Full Port Ball Valve	NFP600T	AY McDonald 720325 1	\$10.27	\$256.75	APOLLO 94ALF-105-01A	\$14.90	\$372.50	FNWX40CG	\$12.80	\$320.00
5	1" APOLLO thrd full port ball valve		AY McDonald 72032T 1	\$13.56	\$67.80	APOLLO 94ALF-105-01A	\$14.90	\$74.50	FNWX40CG	\$12.80	\$64.00
10	¾" NIBCO Full Port Ball Valve	NFP600S	AY McDonald 720323 3/4	\$6.54	\$65.40	APOLLO 94ALF-104-01A	\$9.90	\$99.00	FNWX41CF	\$8.64	\$86.40
300	1 ½" Drop In Gaskets for 1 ½" Flanged Meter	AY McDonald 18-G6		\$2.78	\$834.00	CORELY GASKET GT-140	\$1.60	\$480.00	PSMJGDIJ	\$0.80	\$240.00
300	2" Drop In Gaskets for 2" Flanged Meter	AY McDonald 18-G7		\$3.15	\$945.00	CORELY GASKET GT-141	\$0.90	\$270.00	PSMFGDIK	\$0.95	\$285.00
5	2" x 1 ½ Brass Bushings		AY McDonald 72206 2x1-1/2	\$10.03	\$50.15		\$12.65	\$63.25		\$10.10	\$50.50
15	1" x ¾" brass bushing		AY McDonald 72206 1X3/4	\$3.03	\$45.45		\$3.90	\$58.50		\$3.14	\$47.10
5	1 ½" x ¾" Brass Bushings		AY McDonald 72206 1-1/2X3/4	\$7.28	\$36.40		\$10.45	\$52.25		\$8.35	\$41.75
30	AY McDonald 5/8" x ¾" meter to 1" meter adapter	10J24		\$13.03	\$390.90	FORD A24-NL	\$24.70	\$741.00	FA24NL	\$25.20	\$756.00
2	AY McDonald Converts 1" meter to 2" flanged meter	10J47		\$77.34	\$154.68	FORD A47-NL	\$147.20	\$294.40	FA47NL	\$150.20	\$300.40
2	AY McDonald Converts 1" meter to 1 ½" flanged meter	10J46		\$75.56	\$151.12	FORD A46-NL	\$143.85	\$287.70	FA46NL	\$146.70	\$293.40

Est. Qty.	Item Description	Stock Number	Core and Main			Etna Supply Company			Ferguson Enterprises		
			Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)
2	AY McDonald Converts 1 1/2" meter to 2" flanged meter	103467		\$102.30	\$204.60	FORD A67-NL	\$211.80	\$423.60	FA67NL	\$216.10	\$432.20
20	3/4" Brass 90's		AY McDonald 72290(3/4) EL	\$4.57	\$91.40		\$4.85	\$97.00		\$3.87	\$77.40
20	3/4" Brass Threaded couplings		AY McDonald 72210 3/4	\$3.33	\$66.60		\$3.90	\$78.00		\$3.13	\$62.60
15	2" Brass Pentagon Stopbox Cap Plugs (plugs only)		AY McDonald 5624BP 2	\$9.59	\$143.85		\$11.00	\$165.00		\$10.10	\$151.50
30	1 1/4" Stopbox lid with plug	AY McDonald 5614L		\$13.87	\$416.10		\$15.90	\$477.00	FPLLID	\$9.40	\$282.00
15	2" Stopbox lid with plug	AY McDonald 5624L		\$20.70	\$310.50		\$23.75	\$356.25		\$21.90	\$328.50
5	2" Brass THD Coupling		AY McDonald 72206 2	\$16.78	\$83.90		\$20.80	\$104.00		\$16.64	\$83.20
5	2" x 1.5" Brass THD Bushing		AY McDonald 72206 2x1-1/2	\$10.03	\$50.15		\$12.65	\$63.25		\$10.10	\$50.50
12	2" Meter Flange Kit THD		AY McDonald 7610 KIT 2	\$162.84	\$1,954.08	FORD CF-31-77-NL	\$56.25	\$675.00		\$66.00	\$792.00
6	1.5" Meter Flange Kit THD		AY McDonald 7610 KIT 1-1/2	\$118.61	\$711.66	FORD CF31-66-NL	\$43.10	\$258.60		\$55.10	\$330.60
100	1" Brass 90's		AY McDonald 72290 1 EL	\$7.28	\$728.00		\$7.45	\$745.00		\$5.97	\$597.00
3000	5/8" x 3/4" gaskets		AY McDonald 18-G2 3/4	\$0.32	\$960.00	CORELY GASKET GT-114	\$0.15	\$450.00		\$0.30	\$900.00
50	1" angle valve (1" compression to 1" female THD)		AY McDonald 72032TNL1	\$53.97	\$2,698.50	FORD AV41-444-NL	\$61.45	\$3,072.50		\$105.70	\$5,285.00
10	1" full port flared angle valve		AY McDonald 72032TNL 1	\$19.83	\$198.30	FORD BA22-444W-NL	\$108.70	\$1,087.00		\$111.70	\$1,117.00
5	3" Brass Meter Flange Kit-THD		AY McDonald 970230 3	\$422.19	\$2,110.95	MATCO-NORCA	\$248.00	\$1,240.00		\$262.00	\$1,310.00
5	4" Brass Meter Flange Kit-THD		AY McDonald 970230 4	\$647.41	\$3,237.05	MATCO-NORCA	\$305.00	\$1,525.00		\$391.00	\$1,955.00
1	6" Brass Meter Flange Kit-THD		MIDLAND 970231	\$1,190.00	\$1,190.00	MATCO-NORCA	\$527.00	\$527.00		\$689.00	\$689.00
Total			\$140,346.59			\$136,560.10			\$137,269.35		
Percentage discount from prices for other miscellaneous brass (other than those listed), which you will offer the City throughout the one year bid period:			Discounts vary on the item requested			0%			0%		
Percentage discount from prices for supplies (other than those listed), which you will offer the City throughout the one year bid period:			Discounts vary on the item requested			0%			0%		
Minimum pound delivery per order:			0 LBS.			1 LB.			N/A		
Number of calendar day required for delivery from date of receipt of order:			NORMAL DELIVERY 7-14 DAYS, DEPENDING ON SUPPLY CHAIN ISSUES			STOCK ITEMS 2-7 DAYS; NON-STOCK ITEMS DUE TO THE PANDEMIC VARIES			7-126 DAYS FOR MOST ITEMS. SUBJECT TO MANUFACTURER LEAD TIMES.		
Is there a location within 15 miles to the City of Wyoming limits available for 24/7 Emergency Purchases?			YES			YES			YES		

**BRASS WATER SERVICE AND METER INSTALLATION MATERIALS
AND WATER METER MOUNTINGS CONTRACT**

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the Brass Water Service And Meter Installation Materials And Water Meter Mountings contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of **Tuesday, February 15, 2022, 11:00 A.M., local time** and related required materials (the "Bid") that was selected by City.

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds:

"Contractor" means: Etna Supply LLC
LEGAL NAME OF COMPANY

LLC, Michigan
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

4901 Clay Avenue SW
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g., partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

Grand Rapids MI 49548
CITY STATE ZIP CODE

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** 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

By: _____
 Jack A. Poll, Mayor

By: _____
 Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form: _____
 Scott G. Smith, City Attorney

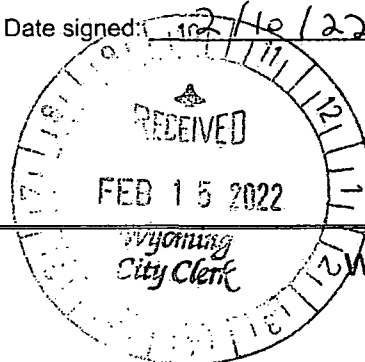
Etna Supply LLC

Contractor

By: _____
 Signature for Contractor

Chad Hart - customer service Rep
 Printed Name & Title of Person Signing

Date signed: 2/15/22



ORDINANCE NO. 3-22

ORDINANCE TO AMEND SECTION 1-27 OF THE CODE OF ORDINANCES PROVIDING FOR
MUNICIPAL CIVIL INFRACTIONS, ISSUANCE OF CIVIL INFRACTION CITATIONS, AND
PENALTIES AND CONSEQUENCES FOR ORDINANCE VIOLATIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That section 1-27 of the Code of Ordinances, City of Wyoming, Michigan, is amended to read as follows:

Sec. 1-27. - Municipal civil infractions; generally; penalties for violations of city ordinances.

- (a) "Municipal civil infraction" means any violation of a provision of this Code or any rule or regulation adopted pursuant to a provision of this Code, which is not a misdemeanor or other crime under this Code, rule, or regulation, and for which civil sanctions, including, without limitation, fines, damages, expenses and costs, may be ordered, as authorized by chapter 87 of the revised judicature act of 1961, 1961 PA 236, MCL 600.8701 *et seq.*
- (b) Unless otherwise provided by this Code, a violation of a provision of this Code or a rule or regulation adopted pursuant to this Code, shall be a municipal civil infraction, the sanction for which shall be a civil fine in the amount as provided by this Code, plus any costs, damages, expenses, orders to comply with or correct violations of this Code, and other sanctions, as authorized by chapter 87 of the revised judicature act of 1961, 1961 PA 236, MCL 600.8701 *et seq.*, and any other applicable law.
- (c) A violation of a provision of this Code or a rule or regulation adopted or issued pursuant to this Code shall not constitute a municipal civil infraction if that same act or omission constitutes a crime under any of the following:
 - (1) Article 7 or section 17766a of the public health code, 1978 PA 368, MCL 333.7101 *et seq.* and 333.17766a;
 - (2) The Michigan Penal Code, 1931 PA 328, MCL 750.1 *et seq.*;
 - (3) The Michigan vehicle code, 1949 PA 300, MCL 257.1 *et seq.*;
 - (4) The Michigan liquor control act of 1998, 1998 PA 58, MCL 436.1101 *et seq.*;
 - (5) Chapter 4, Subchapter 5 entitled "Watercraft and Marine Safety" of the natural resources and environmental protection act, 1994 PA 451, MCL 324.80101 *et seq.*;
 - (6) The aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.1 *et seq.*;
 - (7) Chapter 4, Subchapter 6 entitled "Motorized Recreational Vehicles" of the natural resources and environmental protection act, 1994 PA 451, MCL 324.81101 *et seq.*;
 - (8) Any state law under which the act or omission is punishable by imprisonment for more than 90 days; or
 - (9) Any state law superseding and replacing a law referred to in subsections (1) through (7) above.
- (d) No ordinance or any provision of this Code may designate a violation as a municipal civil infraction if that violation may be designated as a civil infraction under:
 - (1) The Michigan vehicle code, 1949 PA 300, MCL 257.1 *et seq.*;
 - (2) 1969 PA 235, MCL 257.941 *et seq.*;
 - (3) 1956 PA 62, MCL 257.951 *et seq.*;
 - (4) Chapter 4, Subchapter 5 entitled "Watercraft and Marine Safety" of the natural resources and environmental protection act, 1994 PA 451, MCL 324.80101 *et seq.*; or
 - (5) Any state law superseding and replacing a law referred to in subsections (1) through (4) above.
- (e) Except as otherwise provided in this Code, all civil fines shall be \$75.00 for the first offense, \$500.00 for a second offense committed within one year of the first offense, \$2,500.00 for a third and any subsequent offense committed within one year of the first offense.
- (f) Each act of violation and every day upon which any such violation shall occur constitutes a separate offense.

- (g) In addition to any remedies available at law, the city may bring an action for an injunction or other process against a person to restrain, prevent or abate any violation of this Code or any rule or regulation adopted pursuant to this Code.
- (h) The following officials are authorized to issue municipal civil infraction citations or notices, as authorized by as authorized by chapter 87 of the revised judicature act of 1961, 1961 PA 236, MCL 600.8701 *et seq.* and any other applicable law:
 - (1) The city manager, deputy city manager, director of public safety, police chief, police officers, fire chief, deputy fire chief, fire marshal, and fire inspector.
 - (2) When acting within the scope of their duties as from time-to-time assigned, the director of community services, director of public safety, director of public works, deputy director of public works, city planner, parks and facilities supervisor, recreation supervisor, inspections supervisor, registered building official, building inspector, housing inspector, code enforcement officer/inspector, mechanical inspector, electrical inspector, plumbing inspector, heating inspector, police cadet, community policing officer, fire fighter, director of utilities, and city personnel assigned to the city's industrial pretreatment enforcement.
 - (3) Any person designated by the city manager.
- (i) The city establishes a municipal ordinance violations bureau as authorized in section 8396 of the revised judicature act of 1961, 1961 PA 236, MCL 600.8396.
 - (1) The purpose of the bureau is to accept admissions of responsibility for municipal civil infractions and to collect and retain civil fines and costs as provided by this Code or any ordinance.
 - (2) The bureau shall be located in the Wyoming Justice Center building and under the supervision and control of the 62-A District Court which shall adopt rules and regulations for the operation of the bureau and appoint any necessary, qualified city employees to administer the bureau in accordance with existing city policies and procedures for employment and the current city budget.
 - (3) Municipal civil infraction violation notices shall be issued, served and disposed of as authorized by the revised judicature act of 1961, 1961 PA 236, MCL 600.8701 *et seq.* and any other applicable law.
- (j) Unless another penalty is expressly provided by this Code for any particular provision or section, the penalty for a misdemeanor violation shall be a fine of not more than \$500.00, plus costs, or by imprisonment for not more than 90 days, or both such fine and imprisonment in the discretion of the court.
- (k) Unless another penalty is expressly provided, the penalties provided by this section apply to any amendment of or addition to this Code whether or not such penalty is made a part of such amendment or addition.
- (l) In addition to any other penalties provided by this section, the court may:
 - (1) Order a person who committed a municipal civil infraction or misdemeanor to:
 - (i) Pay the costs of investigation, prosecution, or other enforcement efforts;
 - (ii) Pay restitution to the owner of any property that was damaged, destroyed, taken, or lost during or as a result of the offense;
 - (iii) Pay restitution to any victim suffering physical injuries, psychological or emotional trauma or other affliction during or as a result of the offense, which may include payment of medical bills, costs for counseling, or other costs incurred by the victim; and/or
 - (iv) Pay additional costs incurred in compelling the appearance of the defendant, which additional costs shall be returned to the general fund of the unit of government incurring the costs;
 - (2) In accordance with MCL 600.8731, in a municipal civil infraction action brought for a violation involving the use or occupation of land or a building or other structure, impose a lien against the land, building, or structure involved in the violation by the city's recording of a copy of the court order requiring payment of the fines, costs, and assessment with the register of deeds for the county in which the land, building, or structure is located. The court order shall not be recorded unless a legal description of the property is incorporated in or attached to the court order. The lien is effective immediately upon recording of the court order with the register of deeds.

- (3) In accordance with MCL 600.8302(4), issue and enforce any judgment, writ, or order necessary to enforce the ordinance, including, without limitation, ordering the responsible or guilty party to comply with the ordinance, to discontinue and/or refrain from acts violating the ordinance, to remedy any conditions violating the ordinance, and/or to take reasonable measures preventing others from violating the ordinance. The court may also enter an order for the city to correct conditions violating the ordinance and for the owner of the offending property and/or other persons responsible to pay any costs incurred by the city to do so, imposing those costs as a lien on the offending premises.

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

Ordinance No. 3-22

STAFF REPORT

Date: January 12, 2020
Subject: Amendment to Section 1-27
From: Scott Smith, City Attorney
Meeting Date: January 17, 2022 Council Meeting

RECOMMENDATION:

Adopt the Ordinance to Amend Section 1-27 of the City Code Providing for Municipal Civil Infractions, Issuance of Civil Infraction Citations, and Penalties and Consequences for Ordinance Violations.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – The ordinance revises penalties and other consequences for violations of city ordinances to motivate compliance. It expressly allows the court to order compliance and/or allowing the city to bring property into compliance.

Safety – The ordinance will continue to protect area residents and businesses by motivating compliance with city ordinances.

Stewardship – The ordinance may reduce prosecution and misdemeanor defense costs.

BUDGET IMPACT:

This ordinance may reduce or allow recovery of some costs the city incurs for some ordinance enforcement.

DISCUSSION:

The proposed ordinance amends subsection (e) establishing fines for civil infraction violations. Fines will remain the same for a first offense but will increase from the current \$250 to \$500 for a second offense, and from \$500 to \$2,500 for a subsequent offense. Some defendants routinely pay fines because they are often less than the cost of compliance. This is an effort to make noncompliance more costly than compliance. It will also set the fines at amounts that will encourage some defendants to defend against the charge thereby bringing them before the court where orders can be entered to compel current and future compliance.

The proposed ordinance also adds subsection (l) to expressly state what the court can order. This can provide guidance to the court. However, it can also be cited by the city staff (including the city attorney) to inform property owners and other persons responsible for violations to explain what can happen in court.

City efforts are intended to motivate or otherwise achieve compliance. Penalties are sometimes necessary to achieve that result. When compliance is achieved or it is otherwise appropriate, charges can be reduced (*e.g.*, second or subsequent expenses can be pled to first offense) or can be dismissed.

ORDINANCE NO. 7-22

ORDINANCE TO AMEND CHAPTER 14, ARTICLE IV, OF THE CODE OF ORDINANCES,
ADDRESSING LICENSING OF ALCOHOLIC LIQUOR BUSINESSES

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 14, Article IV of the Code of Ordinances, City of Wyoming, Michigan, entitled "Alcoholic Liquor Businesses," is amended in its entirety to read as stated in Exhibit A which is incorporated by reference.

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

Section 3. That MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

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

Ordinance No. 7-22

Exhibit A

ARTICLE IV. ALCOHOLIC LIQUOR BUSINESSES

Sec. 14-41. Purpose and interpretation.

(a) The city recognizes that many persons enjoy the consumption of alcoholic liquor and wish to patronize establishments where alcoholic liquor is sold for on-premises or off-premises consumption. Consequently, many persons seek licenses issued by the state that allow sales of alcoholic liquor for on-premises and/or for off-premises consumption. Once issued, those licenses can have significant value to licensees. The availability of those licenses can be important to those in certain businesses such as those focused on hospitality or certain retail sales. While some licenses can be acquired out of escrow or otherwise transferred, obtaining a liquor license in that manner can be costly. Therefore, new quota licenses for the sale of alcoholic liquor for on-premises consumption that become available in the city due to increases in its population as measured in the decennial United States Census, are especially attractive to those seeking a license for the sale of alcoholic liquor for on-premises consumption.

(b) The city has undertaken significant efforts to reimagine and revitalize its downtown, centered around its city hall complex at the intersection of Michael/DeHoop and 28th Street SW and that includes an area roughly bracketed by Clyde Park Ave SW on the east and Burlingame Ave SW on the west, that extends north along DeHoop to Pinery Park, the Wyoming Senior Center, and the Wyoming police building, and extends south along Michael to the Wyoming Branch of the Kent District Library on Michael Ave SW. Those efforts included, for example, investments in city buildings, construction of 28 West Place, tax exemptions to encourage private redevelopment, planning for further redevelopment and infrastructure improvements such as reconfiguring the 28th Street SW cross-section and adding pedestrian/bicycling bridges spanning 28th Street SW, acquiring property for redevelopment, and plans to connect the area to local and regional trail networks. Beginning in about 2019, private developers have invested over \$60 million in this area.

(c) Accordingly, the city wishes to ensure the new quota licenses for the sale of alcoholic liquor for on-premises consumption that become available in the city due to increases in its population as measured in the decennial United States Census are used to further the city's vision as described in subsection (b) by limiting their issuance to those developments that meet the criteria stated in subsection 14-42(c).

(d) This article shall be interpreted in accordance with applicable federal and state laws, rules, and regulations. Accordingly, if a provision or requirement of this article conflicts with or is determined by a court or governmental agency of competent jurisdiction to violate any federal or state law, rule, or regulation, the conflicting provision of this article is to be interpreted in a manner to avoid that conflict.

Sec. 14-42. Requirements for on-premises consumption licenses.

(a) Subject to subsection 14-41(d), city approvals required or allowed for issuance or transfer of a license for the sale of alcoholic liquor for on-premises consumption shall be in accordance with this article.

(b) Issuance of licenses for the sale of alcoholic liquor for on-premises consumption shall be in accordance with the numbers allowed by state laws, rules, and regulations, and in accordance with this article.

(c) To the extent the city has the authority to limit their issuance for such reasons, additional quota licenses for the sale of alcoholic liquor for on-premises consumption available to the city due to the 2020 United States Census shall be issued only as follows:

- (1) The premises must be located within an area described by the following boundaries:
 - (i) The eastern boundary is 300 feet east of the east right-of-way line of Clyde Park Ave SW;
 - (ii) The southern boundary is the north right-of-way line of Prairie Parkway SW and Colrain SW;
 - (iii) The western boundary is the east right-of-way line of Burlingame Ave SW; and
 - (iv) The northern boundary is 500 feet north of the north right-of-way line of 28th Street SW.

(2) At least \$1,000,000 has been invested in redevelopment of the premises since 2019.

(3) The premises is part of a mixed-use redevelopment comprised partly of residential dwelling units or includes extensive renovation of an existing building.

(4) The licensee will provide seating (indoors only or indoors combined with outdoor seating) for at least 100 patrons.

(5) The premises complies with the form-based zoning code even if it is in an existing premises that otherwise would not have to meet the form-based code requirements.

(6) The licensee will sell meals for on-premises consumption, not just "bar-food" or snack items.

(d) To the extent the city has the authority to limit their issuance for such reasons, licenses for the sale of alcoholic liquor for on-premises consumption shall not be issued for any location that meets any of the following criteria. However, the council may waive any of the limitations of this subsection if the council deems it to be in the best interest of the city to do so. The limitations in subsections (d)(1), (2), (3), and (4) do not apply to a premises within the area described in subsection (c)(1).

(1) Within 500 feet of a school unless the school consents or does not object when notice of the application is provided to the school. That distance shall be measured from the nearest point of the school building to the nearest point of the building in which the business is to be conducted.

(2) Within 500 feet of a public park, unless the city or other public entity owning the public park consents or, if it is an entity other than the city, does not object when notice of the application is given to that entity. That distance shall be measured from the nearest point of the public park to the nearest point of the building in which the business is to be conducted.

(3) Within 500 feet of a church, unless the church consents or does not object when notice of the application is provided to the church. That distance shall be measured from the nearest point of the church building to the nearest point of the building in which the business is to be conducted.

(4) Except when the residences are part of a mixed-use development including commercial and residential uses, any property that is in (i) a residentially zoned district under chapter 90 of this Code, or (ii) a zoning district in which residences are permitted and existing under chapter 90 of this Code.

(5) Within 500 feet of any property that is in a residentially zoned district under chapter 90 of this Code unless one or more of the following conditions apply:

(i) The application is accompanied by the written consent of the owners (including all owners of property jointly owned or owned as tenants in the entirety) of a majority of all residentially zoned parcels of property within 500 feet of the proposed location.

(ii) The proposed location is located on a recognized commercial street where at least three-fourths of the frontage within 500 feet on both sides of the street is devoted to some commercial use.

(6) On a street where, by virtue of density of traffic or other conditions, the proposed use could, in the judgment of the council after a recommendation from the city engineer, constitute a traffic hazard.

(7) At any place where, in the judgment of the council following a recommendation by the city manager or public safety director, by reason of insufficient lighting, a lack of police patrol, or other conditions, the proposed use could constitute a nuisance.

(e) Except for those licenses addressed in subsections (c), (f), or (g), the general requirements for licenses for sales of alcoholic liquor for on-premises consumption are:

(1) All licenses must be operated in conjunction with a restaurant as a unit. The same person must be the licensee and the owner of the restaurant business. The primary business must be that of the restaurant, so that more than 50 percent of the gross income must be derived from the restaurant business, exclusive of alcohol sales. A licensee who as of January 1, 1980, did not have a restaurant business in conjunction with the license is exempted from this requirement.

(2) The dining area must have an interior seating capacity to serve at least 50 individuals calculated using 15 square feet per individual.

(3) Counter space or bar space for the dispensing of alcoholic beverages must not exceed 20 percent of the seating capacity for all dining areas.

(4) The combined kitchen and food storage facilities must have square footage equal to at least 50 percent of the square footage for all dining areas.

(5) An architectural or engineered scaled floor plan verifying the above must be provided with the request for a liquor license.

(f) Motels and hotels selling alcoholic liquor for consumption on the premises with either a class A-hotel or a class B-hotel license must have 60 or more guestrooms and a lounge serving at least 25 persons calculated at 15 square feet per person.

(g) Nail salons, day spas, hair salons, and barber shops serving alcohol by the glass to patrons during the performance of services by business personnel or while the patrons are waiting their turn for such services. Hours for serving alcohol in any premises described in this subsection must not begin before 10:00 a.m. on any day and must end before 9:00 p.m. on any day.

Sec. 14-43. Conduct of liquor licensed business.

All liquor licensees in the city shall comply with the following:

(a) The business personnel of a liquor licensee are responsible for the conduct of its patrons and other occupants.

(b) No disorderly, loud, or boisterous conduct shall be permitted.

(c) There shall be no booths that are (i) completely enclosed, (ii) capable of being either permanently or temporarily completely enclosed or locked, or (iii) with partitions higher than 4-feet from the floor.

(d) A liquor licensee shall not be a nuisance business or meet any of the criteria to be a nuisance business.

Sec. 14-44. Liquor license application and procedure.

(a) An applicant seeking a state liquor license must file a general business license application as provided in article II of this chapter accompanied by the additional information required by this article and by any information or documentation required under state liquor control laws, rules, or regulations.

(b) Upon receipt of the application, in addition to processing the application as provided in section 14-5, the clerk shall:

(i) Ascertain whether any of the limitations in subsection 14-42(d) might apply to the application to note in communications about the application to city staff and the city council.

(ii) If the application is for a new quota license for the sale of alcoholic liquor for on-premises consumption available to the city due to the 2020 United States Census, ascertain whether the application meets the criteria in subsection 14-42(c).

(iii) Transmit the application to the city's development review team for review and recommendation to the clerk. The development review team's recommendation to the clerk may consider the requirements for a general business license and shall also focus on the character of the neighborhood of the proposed licensed premises, type of license, the type of restaurant or other business, the type of activities, hours of operation, available public safety resources, and possible secondary effects of the proposed liquor licensed business.

(iv) Provide a recommendation to the council that includes the clerk's opinion as to whether the applicant and the business premises comply with this article.

(c) The council may decide to hold a public hearing on the application in which case written notice of the public hearing shall be provided (i) to the applicant, (ii) to all property owners of record of property within

300 feet of the proposed licensed premises, and (iii) occupants of buildings within 300 feet of the proposed licensed premises, at least 15 days prior to the public hearing.

(d) The city council may deny an application or recommend denial if the applicant, the premises, or the application fails to comply with the requirements of this chapter.

(e) Any decision to deny an application under this article may be appealed as provided in section 1-29 of this Code.

Sec. 14-45. Revocation or nonrenewal of license.

(a) The city manager, clerk, public safety director, city planner, city attorney, or city building official may recommend to the city council that it recommend to the state liquor control commission the denial of any renewal of or the revocation of a liquor license issued to a business in the city for any of the following reasons:

(1) The licensee is a nuisance business or meets the criteria to be a nuisance business.

(2) The licensee failed to comply with a provision of this chapter.

(3) The licensee failed to comply with any state liquor control requirements.

(4) The licensee failed to comply with any other applicable requirement of this Code.

(5) The licensee failed to comply with an applicable law, rule, or regulation.

(6) The licensee failed to adequately provide for the safety and security of its patrons or their property.

(7) The licensee is delinquent in the payment of (i) real or personal property taxes levied against the licensed premises or personal property within it, i(ii) special assessments levied against the licensed premises,(iii) fees or charges for city water or sanitary sewer services provided the licensed premises.

(8) The licensee is otherwise in default to the city.

(9) The licensee's business personnel were found guilty or pled guilty or no contest to criminal charges for activities at the licensed premises that injured or endangered patrons, public officials, the public, or other licensee business personnel, or that resulted in damage to any of their property.

(10) Statements in any documents or information the licensee provided the city under this article were false or inaccurate, or any document or information the licensee provided the city failed to include or fully disclose required information.

(b) Any recommendation under subsection (a) shall be in writing and accompanied by a copy of a written notice to the licensee informing the licensee of the recommendation, the reasons for the recommendation, and the licensee's rights to appeal as provided in section 1-29 of this Code.

(c) If the licensee appeals the recommendation and seeks a hearing, before the council acts on the recommendation made under subsections (a) and (b), the council shall hold a public hearing as provided in section 1-29 of this Code.

(d) After any hearing held as provided in subsection (c) the council may, by resolution, recommend such action be taken by the liquor control commission as the council may deem appropriate. The clerk shall transmit a certified copy of that resolution, together with supporting documents, to the liquor control commission.

Sec. 14-45. Violations.

(a) A violation of this article is a misdemeanor punishable as provided in section 1-26 of this Code.

(b) The city clerk may issue a notice to any person violating or otherwise failing to comply with any provision of this article a notice to cease and desist its business operations. Any recipient of such a notice shall immediately comply with it.

Secs. 14-46—14-50. Reserved.

STAFF REPORT

Date: February 8, 2022
Subject: Liquor Licenses
From: Scott Smith, City Attorney
Kelli VandenBerg, City Clerk
Nicole Hofert, Planning and Economic Development Director
Meeting Date: February 21, 2022

RECOMMENDATION:

Adopt the Ordinance to Amend Chapter 14, Article IV, of the Code of Ordinances, City of Wyoming Michigan, Addressing Licensing of Alcoholic Liquor Businesses.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – This will provide for the issuance of new quota liquor licenses in a manner to further the city center development effort.

Safety – Liquor licenses will continue to be issued and policed in a manner consistent with state law that focuses on safe and responsible business management.

Stewardship – Issuance of new quota liquor licenses to those making significant investments in the city center area may incentivize investment in that area thereby increasing employment opportunities, tax base, and workforce housing units, as well as catalyzing other economic development in the area.

BUDGET IMPACT:

The proposed amendments will not impact the budget.

DISCUSSION:

The most significant change in this article is to establish criteria for issuance of the new quota licenses for establishments selling alcoholic liquor for on-premises consumption that will limit their issuance to those making significant investments in the area of community lying along 28th St SW between Clyde Park Ave SW and Burlingame Ave SW.