

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, DECEMBER 5, 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 November 21, 2022 Regular Meeting and the November 28, 2022 Special Meeting
- 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.
- 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) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 11) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
 - c) From City Clerk
 1. Board of Canvassers Certificate of Elections
 2. Oaths of Office
 - Kent Vanderwood, Mayor
 - Sheldon DeKryger, Ward 1
 - Renee Hill, Councilmember-At-Large
- 12) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
 1. Appreciation to Jack A. Poll
 2. Appreciation to Sam Bolt
- 13) Budget Amendments**

14) Consent Agenda

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

- a) Of Appreciation to Robert A. Arnoys for His Service as a Member of the Planning Commission for the City of Wyoming
- b) Of Appreciation to James DeLange for His Service as a Member of the Planning Commission for the City of Wyoming
- c) Of Appreciation to Diana Lanser for Her Service as a Member of the Housing Commission for the City of Wyoming
- d) To Confirm the Reappointment of Estelle Sloomaker as a Member of the Tree Commission for the City of Wyoming
- e) To Establish and Change Certain Regular City Council Meeting Dates in the 2023 Calendar Year
- f) To Set a Date for a Public Hearing on the Proposed Amendment to the Wyoming Community Development 2022/2023 One Year Action Plan (January 16, 2023 at 7:01 p.m.)

15) Resolutions

- g) To Certify the Election of Mayor Pro Tem for the City of Wyoming
- h) Approving a Brownfield Plan and Reimbursement Agreement for the Site 36 Project

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

- i) To Accept a Proposal from Sabo PR to Provide Communication Services and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 52)
- j) To Authorize the Purchase of Watchguard Firewalls
- k) To Accept a Proposal from Atlas Coast to Provide Staff Augmentation Services and to Concur with the City Manager Executing the Contract
- l) To Award a Bid for the Clean Water Plant and Water Treatment Plant Coatings Project and Authorize the Mayor and City Clerk to Execute the Contracts
- m) To Accept Proposals from Mueller Water Products, Inc. and FHC Mechanical Contractors for Repair of One High Service Pump Discharge Valve and to Authorize the Mayor and City Clerk to Execute the Contracts
- n) To Accept a Proposal from Superior Asphalt, Inc. to Extend the Bid for Isolated Asphalt Patching
- o) For Award of Bids and to Authorize the Mayor and City Clerk to Execute the Contracts
 - 1. Catch Basin Cleaning
 - 2. Cured-In-Place Pipe Lining

17) Ordinances

22-22 To Amend Chapter 90, Article 5, of the Code of Ordinances by Adding Sections 90-515 and 90-516 to Incorporate by Reference the Current Zoning Map and Provide Rezoning of Property (Final 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

KENT COUNTY, MICHIGAN

August 2, 2022

Statement of Votes & Certificate of Determination

Jurisdiction: **City of Wyoming**

Number of Votes

Mayor

Sam Bolt	Received	Three thousand, thirty-three	3,033
Cliff Tompkins	Received	One thousand, one hundred forty-four	1,144
Kent Vanderwood	Received	Five thousand, six hundred thirty-five	5,635

The Board of Canvassers of the County of Kent, State of Michigan, having ascertained and canvassed the votes of the election held on Tuesday, August 2, 2022, does hereby certify and determine that the following candidates have been duly elected:

Mayor

Kent Vanderwood

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the seal of the County of Kent, this 12th day of August 2022.

CERTIFY:

Pamela R. Richter
Chairperson

John King

Jane E. Uyl

ATTEST:

Lisa Posthumus Lyons

Lisa Posthumus Lyons – Clerk/Register of Deeds

August 12, 2022

Date



KENT COUNTY, MICHIGAN
November 8, 2022
Statement of Votes & Certificate of Determination

Jurisdiction: **CITY OF WYOMING**

			Number of Votes
Council Member, At-Large			
Robert A. Arnoys	Received	Ten thousand four hundred sixty-one	10,461
Renee Hill	Received	Twelve thousand forty-five	12,045
Robert Kilgo	Received	Eight thousand six hundred one	8,601
Council Member, 1st Ward			
Sheldon DeKryger	Received	Five thousand nine hundred four	5,904

The Board of Canvassers of the County of Kent, State of Michigan, having ascertained and canvassed the votes of the election held on Tuesday, November 8, 2022, does hereby certify and determine that the following candidates have been duly elected:

Council Member, At-Large

Renee Hill
Robert A. Arnoys

Council Member, 1st Ward

Sheldon DeKryger

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the seal of the County of Kent, this 22nd day of November 2022.

CERTIFY:

Jessica Chaley
Panela R. Richter Chairperson
Jane E. Ugly
[Signature]



ATTEST:

Lisa Posthumus Lyons
Lisa Posthumus Lyons – Clerk/Register of Deeds

November 22, 2022

Date

**PROCLAMATION
OF APPRECIATION TO JACK A. POLL
FOR HIS SERVICE AND DEDICATION TO THE
CITY OF WYOMING AND ITS CITIZENS**

WHEREAS, Jack A. Poll served as Council Member-At-Large from November 2001 to November 2009; and

WHEREAS, Jack A. Poll was elected Mayor of the City of Wyoming on November 3, 2009, and served until November 2022; and

WHEREAS, Jack A. Poll generously served on numerous boards and committees, both within the city and in the metropolitan area, promoting the City of Wyoming and ensuring its continued growth and development; and

WHEREAS, Jack A. Poll has dedicated many years to the residents of Wyoming by working daily towards the betterment of the community, and always kept the welfare of the residents of Wyoming first and foremost in making decisions.

NOW, THEREFORE, I, KENT VANDERWOOD, Mayor of the City of Wyoming, Michigan, on behalf of the Wyoming City Council, do hereby recognize and express my sincere appreciation and gratitude to Jack A. Poll for his personal dedication and outstanding commitment to the City of Wyoming and its residents, and wish him the very best in all future endeavors.

KENT VANDERWOOD, MAYOR
City of Wyoming, Michigan
December 5, 2022

**PROCLAMATION
OF APPRECIATION TO SAM BOLT
FOR HIS SERVICE AND DEDICATION TO THE
CITY OF WYOMING AND ITS CITIZENS**

WHEREAS, Sam Bolt was elected by the citizens of Wyoming as Council Member-At-Large in November 2005, and served continuously and commendably until November 2022; and

WHEREAS, during his service as a councilmember, Sam Bolt generously served on various boards and commissions of the City of Wyoming, including the Retirement Board, Grand Valley Metropolitan Council, West Michigan Regional Planning Commission, and the Kent County Waste-to-Energy Advisory Committee; and

WHEREAS, Sam Bolt has dedicated many years to the residents of Wyoming by working daily towards the betterment of the community, and always kept the welfare of the residents of Wyoming first and foremost in making decisions.

NOW, THEREFORE, I, KENT VANDERWOOD, Mayor of the City of Wyoming, Michigan, on behalf of the Wyoming City Council, do hereby recognize and express my sincere appreciation and gratitude to Sam Bolt for his personal dedication and outstanding commitment to the City of Wyoming and its residents, and wish him the very best in all future endeavors.

KENT VANDERWOOD, MAYOR
City of Wyoming, Michigan
December 5, 2022

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO ROBERT A. ARNOYS FOR HIS SERVICE
AS A MEMBER OF THE PLANNING COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Robert A. Arnoys has served faithfully and effectively as a member of the Planning Commission since July 5, 2011.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO JAMES DELANGE FOR HIS SERVICE
AS A MEMBER OF THE PLANNING COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. James DeLange has served faithfully and effectively as a member of the Planning Commission since December 19, 2016.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO DIANA LANSER FOR HER SERVICE
AS A MEMBER OF THE HOUSING COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Diana Lanser has served faithfully and effectively as a member of the Housing Commission since March 6, 2017.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Diana Lanser for her dedicated service as a member of the Housing Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE REAPPOINTMENT
OF ESTELLE SLOOTMAKER AS A MEMBER OF
THE TREE COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Estelle Sloomaker expired on June 30, 2022.
2. It is the recommendation of the City Manager to reappoint Estelle Sloomaker to serve as a member of the Tree Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to reappoint Estelle Sloomaker as a member of the Tree Commission for the City of Wyoming, Michigan for the regular term ending June 30, 2026.

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 December 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH AND CHANGE CERTAIN REGULAR CITY COUNCIL
MEETING DATES IN THE 2023 CALENDAR YEAR

WHEREAS:

1. Public Act 267 of 1976 requires that the meeting dates of the City Council be publicly posted, listing the dates, times and places of all the regularly scheduled meetings for the 2023 calendar year.
2. On certain regularly scheduled meeting dates in 2023, the City and the Nation will celebrate holidays which conflict with the regular schedule.
3. It is deemed advisable to adjust the regular meeting schedule to accommodate holiday scheduling.

NOW, THEREFORE, BE IT RESOLVED:

1. That the regular meetings of the Wyoming City Council will be held on the first and third Mondays at 7:00 p.m., except in January, when the first meeting shall be on Tuesday, January 3 and September, when the first meeting shall be on Tuesday, September 5.
2. That the work sessions of the City Council shall be held on the second Monday of each month at 5:30 p.m.
3. That committee of the whole meetings of the City Council shall be called as needed.
4. That all dates for regular and work session meetings of the Wyoming City Council be as described on the attached schedules.

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 December 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

**SCHEDULED MEETING DATES OF THE WYOMING CITY COUNCIL
REGULAR COUNCIL MEETINGS FOR THE YEAR 2023**

ALL MEETINGS BEGIN AT 7:00 PM AND ARE HELD IN THE WYOMING CITY HALL LOCATED AT 1155 28TH ST SW, WYOMING, MICHIGAN IN THE CITY COUNCIL CHAMBERS.

THE COMPLETE ADDRESS OF WYOMING CITY HALL IS 1155 28TH STREET SW, P.O. BOX 905, WYOMING, MICHIGAN 49509-0905.

REGULAR COUNCIL MEETING DATES

*** **TUESDAY, JANUARY 3, 2023** ***

MONDAY, JANUARY 16, 2023

MONDAY, FEBRUARY 6, 2023

MONDAY, FEBRUARY 20, 2023

MONDAY, MARCH 6, 2023

MONDAY, MARCH 20, 2023

MONDAY, APRIL 3, 2023

MONDAY, APRIL 17, 2023

MONDAY, MAY 1, 2023

MONDAY, MAY 15, 2023

MONDAY, JUNE 5, 2023

MONDAY, JUNE 19, 2023

MONDAY, JULY 3, 2023

MONDAY, JULY 17, 2023

MONDAY, AUGUST 7, 2023

MONDAY, AUGUST 21, 2023

*** **TUESDAY, SEPTEMBER 5, 2023** ***

MONDAY, SEPTEMBER 18, 2023

MONDAY, OCTOBER 2, 2023

MONDAY, OCTOBER 16, 2023

MONDAY, NOVEMBER 6, 2023

MONDAY, NOVEMBER 20, 2023

MONDAY, DECEMBER 4, 2023

MONDAY, DECEMBER 18, 2023

**SCHEDULED WORK SESSION MEETING DATES OF THE
WYOMING CITY COUNCIL FOR THE YEAR 2023**

ALL MEETINGS BEGIN AT 5:30 PM AND ARE HELD IN THE WYOMING CITY HALL
LOCATED AT 1155 28TH ST SW, WYOMING, MICHIGAN IN THE CITY COUNCIL
CHAMBERS.

THE COMPLETE ADDRESS OF WYOMING CITY HALL IS 1155 28TH STREET SW,
P.O. BOX 905, WYOMING, MICHIGAN 49509-0905.

WORK SESSION MEETING DATES

MONDAY, JANUARY 9, 2023

MONDAY, FEBRUARY 13, 2023

MONDAY, MARCH 13, 2023

MONDAY, APRIL 10, 2023

MONDAY, MAY 8, 2023

MONDAY, JUNE 12, 2023

MONDAY, JULY 10, 2023

MONDAY, AUGUST 14, 2023

MONDAY, SEPTEMBER 11, 2023

MONDAY, OCTOBER 9, 2023

MONDAY, NOVEMBER 13, 2023

MONDAY, DECEMBER 11, 2023

RESOLUTION NO. _____

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

WHEREAS:

1. The City of Wyoming's 2021-2025 Consolidated Housing and Community Development Plan and 2022-2023 One Year Annual Action Plan for the use of federal Community Development Block Grant (CDBG) funding were both approved the Department of Housing and Urban Development.
2. It is necessary to submit an amendment to the 2021-2025 Consolidated Housing and Community Development Plan and 2022-2023 One Year Annual Action Plan application to allow for changes to be made for the period of July 1, 2022, through June 30, 2023.
3. The Wyoming Community Development Committee approved the proposed amendment to both plans during their meeting on November 16, 2022.
4. A City Council public hearing is a requirement prior to City Council approval of an amendment to the 2021-2025 Consolidated Housing and Community Development Plan and the 2022-2023 One Year Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the date of January 16, 2023 at 7:01 P.M. for a public hearing on the amendments to the 2021-2025 Consolidated Housing and Community Development Plan and the 2022-2023 One Year Annual 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 December 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

12/05/22
Clerk/RG

RESOLUTION NO. _____

A RESOLUTION TO CERTIFY THE ELECTION
OF MAYOR PRO TEM
FOR THE CITY OF WYOMING

WHEREAS:

1. The City Charter provides in Section 4.4 for the election of a Mayor Pro Tem by a majority of the City Council at the first meeting following the regular City election, after the newly-elected members take office.
2. In the absence or disability of the Mayor, the Mayor Pro Tem shall perform the duties of the Mayor.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby certify the election of Councilmember _____ to the Office of Mayor Pro Tem by a majority vote of the City Council for a term expiring at the first City Council meeting following the next regular City election.

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 December 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

**CITY COUNCIL
CITY OF WYOMING, MICHIGAN**

At its regular meeting held at 7:00 p.m., local time, on Monday, December 5, 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 APPROVING BROWNFIELD PLAN AND REIMBURSEMENT AGREEMENT FOR
SITE 36 PROJECT

WHEREAS:

1. **Site 36** is comprised of two parcels, the approximately 75-acre **South Parcel** lying south of 36th St SW, 300 36th St SW, parcel # 41-17-24-201-007, owned by Franklin Site 36, LLC (**Developer**) and the approximately 5-acre North Parcel, across 36th St SW from the South parcel, 301 36th St SW, parcel # 41-17-13-455-052, owned by City of Wyoming Brownfield Redevelopment Authority (**WBRA**).
2. The brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 *et seq.* (**Act 381**) provides for reimbursement of costs of conducting eligible activities on eligible property 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**) and/or the Michigan Strategic Fund/Michigan Economic Development Corporation (**MSF/MEDC**).
3. Site 36 is "eligible property" as defined in Act 381 because it is a "facility" as defined in Part 201 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101 *et seq.* (**Part 201**) due to the presence of contaminants in its soils and groundwater that exceed applicable residential criteria under Part 201.
4. A proposed brownfield plan, a copy of which is attached as Exhibit A, has been prepared for Site 36 that complies with the requirements in Act 381 and provides for reimbursement of costs of conducting eligible activities on Site 36 in accordance with Act 381 that are approved in the future by this body and then subsequently approved by the EGLE and/or MSF/MEDC (the **Brownfield Plan**).
5. The WBRA Board of Directors recommended that the City Council approve the Brownfield Plan on October 24, 2022.
6. The City Council held a public hearing on November 21, 2022, notice of which was provided as required by Act 381 and at which all aspects of the proposed brownfield plan were open for discussion.
7. The City Council considered all oral comments made at the public hearing and considered all written communications submitted before or during the public hearing.
8. The Brownfield Plan calls for a reimbursement agreement among the Developer, the WBRA, and the City which the WBRA Board of Directors approved in the form attached as an exhibit to the Brownfield Plan (the **proposed reimbursement agreement**) on October 24, 2022.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council makes the following determinations:
 - A. The Brownfield Plan constitutes a public purpose under Act 381 because it provides for addressing environmental contamination to accommodate redevelopment and reuse of Site 36.
 - B. The Brownfield 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 Brownfield 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 to the extent those possible eligible activities are later determined necessary or prudent to develop Site 36.

E. The amount of captured taxable value (and resulting tax increment revenues) estimated in the Brownfield Plan are reasonable.

2. The City Council approves the Brownfield 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 December 5, 2022.

Date: December __, 2022

Kelli A. VandenBerg, City Clerk

STAFF REPORT

Date: November 29, 2022
Subject: Approving Site 36 Brownfield Plan
From: Nicole Hofert, Community & Economic Development Director
Scott Smith, City Attorney
Meeting Date: December 5, 2022

RECOMMENDATION:

Hold the scheduled public hearing and adopt the Resolution Approving Brownfield Plan and Reimbursement Agreement for Site 36 Project.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Our community will be improved with the redevelopment of Site 36.

Safety – Site 36's redevelopment will continue to provide for environmentally responsible reuse of the site.

Stewardship – Providing for future tax increment revenue reimbursement of costs of eligible activities will offset some costs of the community development north of 36th St SW and of redevelopment of the large parcel south of 36th St SW.

BUDGET IMPACT:

Because it currently has a \$0 taxable value, redevelopment of the site will provide tax revenues to all taxing units, especially since 10% of the captured taxable value will be shared with those taxing units beginning in 2023.

DISCUSSION:

On October 24, 2022, the Wyoming Brownfield Redevelopment Authority (WBRA) approved and recommended City Council's approval of a brownfield plan for Site 36. The City County held the required public hearing on November 21, 2022, pursuant to notice complying with the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 *et seq.* The Council's formal consideration of plan approval was delayed until the December 5 meeting to provide a potential site developer the opportunity for input on the plan. This brownfield plan replaces the plan that was abolished/terminated earlier this year.

This plan provides for reimbursements from available captured tax increment revenues generated by redevelopment of the approximately 75-acre parcel south of 36th St SW for the costs of eligible activities on that parcel and the parcel north of 36th St SW. Reimbursements will be made only if the WBRA, followed by the Department of Environment, Great Lakes and Energy (EGLE) and/or the Michigan Strategic Fund Board (staffed by the MEDC) first approve Act 381 work plans for those activities and costs. Under the proposed brownfield plan, those work plans will be approved only for eligible activities and costs reasonably needed for the site's redevelopment.

A few notable elements of the proposed brownfield plan include:

A. The first 10% of the taxable value will not be captured. Thus, the first 10% of taxes will be disbursed among the taxing units on a *pro rata* basis. Because Franklin Partners bought the south parcel earlier this year, it will have a 2023 taxable value based on the value of the land and generate tax revenues in 2023.

B. The estimated costs of eligible activities total \$20,210,000. Those are conservatively estimated. All conceptually possible eligible activities were listed and cost estimations were ample. Not all those activities will be needed and the costs of the needed activities should be lower than estimated.

C. The parcel north of 36th St SW will be developed for the community market with parking sufficient to provide additional Godwin Heights athletic parking. The WBRA will convey that parcel to the city. Of the total costs of eligible activities, \$1,725,000 are for the north parcel. That amount, plus the \$1,500,000 Franklin Partners contribution, plus part of the WBRA's retained portion of the south parcel sale proceeds should cover the marketplace development costs. EGLE has preliminarily agreed to use of some of its brownfield funds to assist in environmental work needed in conjunction with the conveyance of the north parcel to the city and in development of the marketplace.

D. Given the estimated value of the south parcel redevelopment, it is estimated all costs of eligible activities (assuming all the estimated costs are incurred) will be wholly reimbursed within 13 years.

EXHIBIT A
SITE 36 BROWNFIELD PLAN

ACT 381 BROWNFIELD PLAN

SITE 36

**300 & 301 36th St SW
Wyoming, MI**

Wyoming Brownfield Redevelopment Authority

December 2022

Prepared by

Nicole Hofert, Planning & Economic Development Director
Scott G. Smith, City Attorney
City of Wyoming

Approved by the Wyoming Brownfield Redevelopment Authority on: October 24, 2022
Approved by the Wyoming City Council on December 5, 2022

**SITE 36 BROWNFIELD PLAN
DECEMBER 2022**

TABLE OF CONTENTS

1.0 INTRODUCTION

- 1.1 Proposed Redevelopment and Future Use for Each Eligible Property
- 1.2 Eligible Property Information

2.0 INFORMATION REQUIRED BY ACT 381 §13(2)

- 2.1 Description of Costs to Be Paid for With Tax Increment Revenues
- 2.2 Summary of Eligible Activities
- 2.3 Estimate of Captured Taxable Value and Tax Increment Revenues
- 2.4 Method of Financing and Description of Advances Made by the Municipality
- 2.5 Maximum Amount of Note or Bonded Indebtedness
- 2.6 Duration of Brownfield Plan
- 2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions
- 2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property
- 2.9 Estimates of Residents and Displacement of Individuals/Families
- 2.10 Plan for Relocation of Displaced Persons
- 2.11 Provisions for Relocation Costs
- 2.12 Strategy for Compliance with Michigan's Relocation Assistance Law
- 2.13 Other Material that the Authority or Governing Body Considers Pertinent

EXHIBITS

FIGURES

- Figure 1 Maps and Legal Descriptions of the Eligible Property
- Figure 2 Plans for Market/Gathering Place on North Parcel

TABLES

- Table 1 Environmental Eligible Activities Cost Estimates
- Table 2 Non-Environmental Eligible Activities Cost Estimates
- Table 3 TIF Table (Tax Capture/Reimbursement Schedule)

ATTACHMENTS

- Attachment A Brownfield Plan Resolutions and Public Hearing Notice
- Attachment B Reimbursement Agreement
- Attachment C Declaration of Restrictive Covenant
- Attachment D No Further Action Letter

SITE 36 BROWNFIELD PLAN

1.0 INTRODUCTION

This Brownfield Plan (**Brownfield Plan**) was prepared by City of Wyoming (**City**) staff pursuant to the brownfield redevelopment financing act, 1996 PA 381, MCL 125,.2651 *et seq.* (**Act 381**), and approved by the City of Wyoming Brownfield Redevelopment Authority (**WBRA**) on October 24, 2022, and by the Wyoming City Council on November 21, 2022, to facilitate redevelopment of property commonly referred to as **Site 36** is located at 300 and 301 36th Street SW in Wyoming, Michigan. The 300 36th Street parcel is approximately 75 acres and located on the south side of 36th Street (**South Parcel**), and the 301 36th Street parcel is approximately 5 acres and located on the north side of 36th Street (**North Parcel**). Franklin Site 36, LLC (**Franklin**) owns the South Parcel, and the WBRA owns the North Parcel.

This Brownfield Plan describes the planned Site 36 redevelopment, including anticipated eligible activities as defined in Act 381 for both environmental and non-environmental tasks (collectively, **Eligible Activities**) associated with the redevelopment. Act 381 work plans for environmental Eligible Activities will be prepared for review and approval by the WBRA and the Michigan Department of Environment, Great Lakes, and Energy (**EGLE**), and Act 381 work plans for nonenvironmental activities will be prepared for review and approval by the WBRA and the Michigan Economic Development Corporation and/or the Michigan Strategic Fund, as applicable (collectively **MEDC**). These work plans are collectively referred to **Act 381 Work Plans**.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

A. South Parcel - 300 36th St SW, parcel # 41-17-24-201-007, owned by Franklin Site 36, LLC

The proposed development of the South Parcel will consist of development of 1 to 5 industrial sites occupied by manufacturing or other industrial uses in accordance with the following requirements. Those occupants will be accommodated by an estimated 960,000 square feet of total building space and an estimated 730,000 square feet of parking lots, walkways, loading areas, and public roadways with an estimated total investment of approximately \$128,600,000.

1. Property use will be limited to industrial (preferably manufacturing) operations with appropriate office space and other support functions as approved by the City Manager. Standalone warehousing or distribution operations and industrial operations with excess smoke, noise, or truck traffic will not be approved.
2. A single curb-cut will be constructed along the 36th Street frontage of the South Parcel.
3. An enhanced landscaped buffer will be placed along the Buchanan St and 40th St frontages consisting of an irrigated, undulating, 4-foot-high berm of a design approved by the City Planner with a minimum of 3 trees per 50 lineal feet of a species and size approved by the City Planner.
4. Irrigated landscaping along 36th St will complement the building(s) design(s) and be approved by the City Planner with at least 2 trees per 50 lineal feet of a species approved by the City Planner.
6. The site layout will place (and appropriately disperse) buildings, loading/unloading areas, drives, curb openings, and parking areas in a manner to (i) minimize light, noise, and other nuisances to property in the vicinity, (ii) to avoid the appearance of a cluster of buildings surrounded by sea of asphalt, (iii) to break up the visual impact of the building mass, and (iv) otherwise provide for a reasonable transition to land uses surrounding the South Parcel.
7. Buildings on the South Parcel will:
 - a. Use an architectural style that reflects a common theme or pattern that is aesthetically consistent and is compatible with surrounding properties.
 - b. Be up to 60 feet in height.
 - c. Have all walls exposed to public view from a public street or adjacent residential area comprised of brick, face brick, stone, cast stone, or other quality materials as determined by the planning commission from finished grade to roof level. Other wall surfaces will be

comprised of at least 50% high quality materials on other exposed exterior surfaces such as brick, stone, wood, or stucco.

e. Ensure loading and unloading docks or areas do not face the front yard of a building site as defined in the zoning ordinance (e.g., any part of the South Parcel facing 36th St SW, Buchanan Ave SW, Stafford Ave SW, 40th St SW, or any interior street). All loading dock areas shall be adequately screened from any adjoining streets with all screening to be included in the site design.

8. An enhanced 36th St pedestrian crossing will be constructed.

Franklin proposes phased construction of certain infrastructure on the South Parcel. Initially, Franklin intends to clear (grubout) vegetation and construct a stub road and small parking area to improve site access. That will be followed by construction of a full public road and installation of utilities (including public water, sanitary sewer, and storm sewer) from a new access point on 36th St SW. Additional interior roadways may be constructed as needed to provide access to and circulation among individually developed sub-parcels.

Franklin intends to commence construction of the stub road and perform clearing/grubbing work in Spring 2023, with redevelopment activities associated with one or more individual parcels anticipated to commence in Fall 2023 and phasing in over a period of approximately two – three years. All development will occur only after any required site plan and other City approvals and, if that development include Eligible Activities for which reimbursements are sought, it will occur only after approval of one or more Act 381 works plans by WBRA and by EGLE and/or MEDC.

B. North Parcel - 301 36th St SW, parcel # 41-17-13-455-052, owned by Wyoming Brownfield Redevelopment Authority

The North Parcel will be redeveloped as a City owned, public social and market space across the entirety of the North Parcel using a design approved by the City Planner generally in accordance with the designs attached as Figure 2, that includes the items listed as 1 through 6 below for an estimated cost of \$4,200,000. This area will serve as a public amenity that, at times, may be used for or in support of school activities, for community events, or by one or more occupants of the property south of 36th St SW for special gatherings. It is intended to provide for a local farm or artisanal market during some seasons and otherwise as an amenity for an area of the community long in need of reinvestment and redevelopment.

1. Electrical, water and sewer connections.
2. Parking areas sufficient, not only for anticipated patrons of the market/gathering place, but to provide additional parking for Godwin Heights Public Schools athletic events.
3. Green space and landscaped areas.
4. Enclosed or semi-enclosed vendor/market structure that includes restrooms and equipment storage.
5. Drive connecting the entrance to the Godwin Heights athletic field gate.
6. Irrigated landscaping and a minimum 2 trees per 50 lineal feet along the 36th St frontage.

Construction of the market/gathering place is anticipated to commence in the spring of 2023. Because the work includes environmental and non-environmental Eligible Activities work will begin only after one or more Act 381 work plans are approved by WBRA and by EGLE and MEDC.

C. QLGU; Estimated Completion

Wyoming is a qualified local governmental unit. It is estimated the development and Eligible Activities will be completed within 10 years of approval of this Brownfield Plan.

1.2 Eligible Property Information

A. Site History

Site 36 was occupied by the General Motors Metal Stamping Plant from its first construction in 1936 until it ceased operations in 2009. Primary manufacturing operations included tool and die activities, blanking, metal stamping, and assembly. Ancillary operations included storage of raw materials, hazardous and nonhazardous waste management, equipment maintenance, power generation, wastewater treatment and scrap metal handling. Though well maintained, Site 36 was contaminated due to practices common in manufacturing facilities during decades of heavy industrial use. Thunder Ventures LLC entered into a contract to acquire Site 36 and in March 2011 entered into a development agreement with WBRA. Pursuant to that agreement, Thunder Ventures completed demolition of the plant in June 2011.

In 2011, the Revitalizing Auto Communities Environmental Response (**RACER**) Trust was created pursuant to an Environmental Response Trust Consent Decree and Settlement Agreement entered by the U.S. Bankruptcy Court. RACER Trust acquired the Site 36 Property in 2011 and in June 2011 conveyed the Property to WBRA. RACER Trust performed extensive remediation of Site 36, culminating in RACER's filing of a No Further Action (NFA) Report with EGLE on February 9, 2018, seeking EGLE approval of a Non-Residential Restricted Closure under Part 201 of Michigan's natural resources and environmental protection act, 1994 PA 452, MCL 324.20101 *et seq.* (**Part 201**). On March 13, 2018, EGLE issued a letter approving the NFA Report, a copy of which is attached as **Attachment D**.

Groundwater and soil contaminants exceeding residential criteria remain on both the North Parcel and the South Parcel as part of the approved regulatory closure. Environmental restrictions associated with the closure are documented in a Declaration of Restrictive Covenant dated March 3, 2017, and recorded on August 30, 2017, with the Kent County, Michigan Register of Deeds at 20170831-0073657, a copy of which is attached as **Attachment C (DRC)**. The DRC constitutes the post-closure plan under Part 201 for Site 36 and establishes use restrictions and conditions for Site 36 current and future owners, users, and occupants. The remaining contamination present in concentrations exceeding residential cleanup criteria promulgated under Part 201 on the North Parcel and South Parcel and the restricted regulatory closure applicable to the North Parcel and South Parcel render the Site 36 Property a "facility" as defined in Part 201 and "eligible property" as defined in Act 381.

B. Current Conditions

Remaining contamination includes elevated concentrations of heavy metals, semi-volatile organic compounds (**SVOCs**), volatile organic compounds (**VOCs**), and polychlorinated biphenyls (**PCBs**) in soils and elevated concentrations of metals, VOCs, and Per- and Polyfluoroalkyl Substances (**PFAS**) in groundwater. Due to the presence of these contaminants, special measures and activities will be necessary as described in the DRC to complete the planned redevelopment. The DRC includes general conditions and restrictions that apply site-wide across the North Parcel and South Parcel, such as management of contaminated soil during redevelopment (including a combination of re-use and off-site disposal) and management of dewatering fluids generated during construction activities. The DRC requires incorporation of vapor mitigation systems into all occupied structures on the North Parcel and the South Parcel to prevent unacceptable vapor intrusion risks. The DRC also imposes certain additional specific restrictions that apply to specific areas within the South Parcel, including (i) designing and constructing subsurface utilities and stormwater retention systems to avoid infiltration and preventing utility corridors from becoming preferential migration pathways for site contaminants, (ii) maintaining and replacing barriers to infiltration of precipitation through impacted soils in a designated infiltration management area in the northwest portion of the South Parcel, and (iii) properly managing PCB-impacted soils in designated PCB restricted areas.

C. Maps and Legal Descriptions

Maps and legal descriptions of the Site 26 are attached as **Figure 1**.

D. Personal Property

There currently is no personal property on either the North Parcel or South Parcel. Personal property later placed on the South Parcel is likely to be eligible manufacturing personal property exempt from property taxation under MCL 211.9m and 211.9o. Personal property on the North Parcel will be owned by the City and therefore tax exempt. It is therefore anticipated there will be no taxable personal property on either the North Parcel or South Parcel.

2.0 Information Required by Act 381 §13(2)

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

A. General Description

Eligible Activities and costs are presented on the attached **Table 1** and **Table 2**. Table 1 presents EGLE Eligible Activities and corresponding cost estimates. Table 2 presents MSF Eligible Activities and corresponding cost estimates. Each table presents these respective costs separately for the North Parcel and the South Parcel. The costs provided for the Eligible Activities are based on estimates developed by a team comprised of the owners of the South Parcel and North Parcel, Barr Engineering, Nederveld, Inc., and Wolverine Building Group.

The total estimated cost of all Eligible Activities is \$20,210,000. Of that, \$10,730,000 is for EGLE Eligible Activities and \$9,480,000 is for MSF Eligible Activities.

Of the total cost for EGLE Eligible Activities, \$10,320,488 is for the South Parcel and \$395,500 is for the North Parcel. Of the total cost for MSF Eligible Activities, \$8,145,840 is for the South Parcel and \$1,329,500 is for the North Parcel.

The lists of Eligible Activities on Tables 1 and 2 are extensive. Eligible Activities will be undertaken and reimbursements will be made for the costs of them as they are reasonably needed for the redevelopment of Site 36 and only after Act 381 work plans are approved for them by the WBRA and by EGLE and/or MEDC. All reimbursements will be in accordance with this Brownfield Plan and one or more reimbursement agreements generally in the form attached as **Attachment B**.

Tax increment revenues will be generated only from redevelopment of the South Parcel. The North Parcel is currently owned by the WBRA and will be conveyed to the City, thus remaining tax-exempt. This Brownfield Plan includes both the South Parcel and the North Parcel, as redevelopment of the entire area comprised of both parcels is considered the most effective option of restoring productive use and providing community-wide benefits of these parcels as detailed above and as provided in the Site 36 Development Contract, dated as of December 7, 2021, among WBRA, City, and Franklin.

Captured taxable value will be calculated for Site 36 as a whole based on a base tax year (2022) taxable value of \$0. In 2023, the taxable value of Site 36 is estimated to be \$2,625,000 based on Franklin's 2022 purchase of the South Parcel. The South Parcel may be split as portions are acquired and/or otherwise occupied by persons other than Franklin and new tax parcel numbers may be assigned. But the captured taxable value will continue to be determined based on the aggregate taxable value of Site 36 in its entirety.

The WBRA will not capture the entire captured taxable value. It will capture only 90% of the captured taxable value, leaving 10% to be disbursed among all units levying taxes against Site 36, including the state of Michigan, Godwin Heights Public Schools, Kent County, the Kent Intermediate School District, the Interurban Transit Partnership, and Kent District Library. This enables those taxing units will proportionally benefit from the Site 36 redevelopment even while most of the tax revenues are captured to reimburse costs of Eligible Activities. Because Site 36 has been tax exempt for the last 10 years, the taxing units' collection of 10% of the taxes ensures this Brownfield Plan and the reimbursements made pursuant to it will have an overall beneficial (not a detrimental) effect on those taxing units.

B. Estimated TIF Revenues

The attached **Table 3** includes estimates of tax increment revenue collections and reimbursements. Table 3 is based on the following assumptions intended to present very conservative projections:

1. As noted above, only 90% of the captured taxable value will be collected with 10% being disbursed to all the taxing units levying taxes against Site 36.
2. Approximately \$4,000,000 will be incurred for Eligible Activities in 2023. This will be for the Eligible Activities on the North Parcel and for the stub road and parking area on the South Parcel.
3. The remainder of the Eligible Activities will be undertaken in 2024. This assumes timing that is not likely because, as noted above, the Eligible Activities will be undertaken only when reasonably needed for Site 36 redevelopment. This also assumes all of the listed Eligible Activities will be needed and will be approved under Act 381 work plans approved by the WBRA and then by EGLE and/or MEDC. Eligible Activities will be approved and undertaken only to the extent needed for redevelopment. It also assumes the costs of the Eligible Activities will be the amounts estimated in Tables 1 and 2. Those estimates are conservative estimates that are intended to large enough to cover the cost of the associated activities as they are incurred in succeeding years so they may be greater than will be incurred.
4. The redevelopment of the South Parcel will occur over 9 years. This likely is longer than will be needed to complete redevelopment. This also provides conservative projections of available tax increment revenues.
5. Except when new development occurs, the value of the South Parcel, including all improvements will increase at a rate of 1.0% per year. Property values may increase at a greater rate.

Therefore, Table 3 presents a conservative outlook by assuming all of the listed Eligible Activities will be approved and undertaken, the costs of the Eligible Activities will be as presented, the Eligible Activities will be undertaken early (rather than as redevelopment occurs), and redevelopment will linger over nearly a decade. If some of the listed Eligible Activities are not undertaken, if the estimated costs exceed the actual costs, or if redevelopment occurs sooner than indicated in Table 3, reimbursements should be completed sooner than indicated in Table 3.

C. Use of TIF Revenues

Eligible Activities may be undertaken pursuant to multiple Act 381 work plans, on multiple sub-parcels of the South Parcel, and by multiple parties. Accordingly, there may be multiple reimbursement agreements. Available tax increment revenues may (likely will) be insufficient to pay all requests for reimbursements in any given year. Table 3 projects carryover balances of costs for Eligible Activities for which reimbursements are due.

Therefore, it is necessary to explain the manner of allocating the TIF revenues and/or to prioritize the order in which reimbursements will be made. Importantly, reimbursements will be made only from **Net Tax Increment Revenues**, to be calculated as follows.

1. Only those tax increment revenues actually remitted to the WBRA.
 - a. As indicated above only 90% of the captured taxable value will be captured with 10% of the captured taxable value being proportionally disbursed to the respective taxing units.
 - b. If tax payments are delinquent or remain unpaid, tax increment revenues will not be collected and remitted to the WBRA.
2. Tax increment revenues will not be captured from any tax levies made for debt of any taxing unit. Table 3 shows a Godwin Heights Public Schools debt levy and not subject to capture.
3. As required by Act 381, 50% of the state educational tax will be paid to the state brownfield fund. This is deducted from available tax increment revenues.
4. If, due to a property tax or special (e.g., industrial facilities) tax appeal (either claiming an exemption or challenging the valuation), a refund of paid taxes is necessary that amount, plus any required payment of interest or other amounts will be deducted. If there is a property tax or special tax appeal, the WBRA, after consulting the City assessor may choose to escrow tax increment revenues in an amount that it reasonably determines may be needed to refund taxes paid if the appeal is successful.

5. If due to an audit or other circumstance, it is determined reimbursements already made from tax increment revenues were not costs of Eligible Activities or were not in accordance with an Act 381 work plan approved by the WBRA and by EGLE and/or MEDC, and some repayment is required, the WBRA may deduct the amount of that required repayment.

6. Net Tax Increment Revenues will also be net of any other amount the WBRA or City is obligated to repayment or deduct from available tax increment revenues due to a lawsuit, bankruptcy, or other situation resulting in an order from a court or governmental agency of competent jurisdiction.

The following describes the allocation/prioritization of payments from Net Tax Increment Revenues.

1. Reimbursement will first be made for the costs incurred to prepare this Brownfield Plan.
2. After the costs of prepare this Brownfield Plan are fully reimbursed the costs of preparing and obtaining reviews and approvals of one or more Act 381 work plans for Eligible Activities on the North Parcel will be reimbursed in full.
3. After the preceding costs are reimbursed in full, the costs of Eligible Activities on the North Parcel will be paid. Franklin Site 36, LLC is obligated to pay \$1,500,000 toward the costs of the redevelopment of the North Parcel as described above. The WBRA and/or City will pay the remaining costs of that redevelopment, currently estimated to cost approximately \$4,200,000. The Franklin Site 36, LLC contribution will be allocated entirely to redevelopment costs of the North Parcel that are not costs for Eligible Activities. Therefore, except for costs of the Act 381 work plan for Eligible Activities related to the North Parcel as described in the preceding subsection 2 that Franklin may pay, reimbursements related to the North Parcel will be made to the WBRA and/or City.
4. Costs of (i) preparing and obtaining reviews and approvals of one or more Act 381 work plans for Eligible Activities related to the clearing of vegetation (grubbing) and construction of the stub road and parking area on the South Parcel, and (ii) the undertaking and completing those Eligible Activities will be paid. If these costs are incurred and reimbursement is sought before the reimbursement under the preceding subsection 3 are fully made, 70% of the Net Tax Increment Revenues will be allocated to paying the reimbursements under the preceding subsection 3 until they are paid in full. The remaining 30% of Net Tax Increment Revenues will be allocated to paying the reimbursements described in this subsection until they are paid in full.
5. After the preceding reimbursements are made in full, costs of (i) preparing and obtaining reviews and approvals of Act 381 work plans for other Eligible Activities on the South Parcel, and (ii) undertaking and completing those Eligible Activities will be reimbursed Net Tax Increment Revenues in accordance with an allocation and prioritization as provided in fully approved Act 381 work plans and in any agreements (including reimbursement agreements) among the WBRA, Franklin, and other parties with an interest in those reimbursements.

No Site 36 tax increment revenues will be used to pay or reimburse the WBRA or City for any administrative costs. No Site 36 tax increment revenues will be set aside in a local site remediation revolving fund. No interest will accrue or be paid on any reimbursements.

D. Limits

The WBRA will not capture any tax increment revenues from Site 36 resulting from taxes levied in any year after 2037. The aggregate total maximum amount to be reimbursed under this Brownfield Plan is \$21,000,000.

2.2 Summary of Eligible Activities

Proposed environmental Eligible Activities consist of pre-approved/department-specific activities as defined in Act 381, including due diligence consisting of Phase I ESAs, Phase II ESAs, BEAs, supplemental site investigations including soil sampling and analysis to support design of response activities, and due care investigation and planning activities. The proposed environmental Eligible Activities also consist of implementation of response activities including vapor intrusion mitigation system design and construction; contaminated soil excavation, transportation, and onsite management

and off-site disposal; maintenance/establishment of infiltration management systems; and construction of sealed subsurface utility features, and other tasks necessary to comply with the DRC. Environmental Eligible Activities and associated costs are presented in attached Table 1, broken out separately for the North Parcel and the South Parcel.

Proposed non-environmental Eligible Activities include site preparation, public roadway, and utility construction, and other infrastructure improvements. Non-environmental Eligible Activities and associated costs are presented in attached Table 2, also broken out separately for the North Parcel and the South Parcel.

Proposed Eligible Activities (environmental and non-environmental) also include preparation and implementation of a Brownfield Plan and preparation of Act 381 Work as referenced in Tables 1 and 2. This Brownfield Plan also provides for capture of tax increment revenues for other costs permitted under Act 381.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The estimated captured taxable value for this redevelopment by year and in aggregate is presented in Table 3. See subsections 2.1.A and 2.1.B above for a more detailed explanation of the assumptions.

No funds will be collected for a local site remediation revolving fund or for administrative expenses.

The initial taxable value for the South Parcel is \$0. With the sale of the South Parcel to Franklin in 2022, the South Parcel will have an estimated taxable value of \$2,625,000 in 2023. The taxable value of the South Parcel in subsequent years is estimated based on an anticipated site development schedule as reflected in Table 3.

2.4 Method of Financing and Description of Advances Made by the Municipality

All tax increment revenues will be collected and disbursed as reimbursements for costs for Eligible Activities in accordance with this Brownfield Plan, any Act 381 Work Plans, and a reimbursement agreement in generally the form attached as Attachment B.

No interest will be paid on any reimbursement.

2.5 Maximum Amount of Note or Bonded Indebtedness

No notes, bonds or other indebtedness will be issued or incurred.

2.6 Duration of Brownfield Plan

This plan will have a term of 35 years. Capture of tax increment revenues will begin in 2023 and is forecasted to end in 2035. Collection of captured tax increment revenues will cease after December 31, 2037.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

The taxable value of the Site 36 Property has been \$0 since 2012 due to conveyance to the WBRA in 2011. Thus, there is no detrimental effect from the tax increment financing. Furthermore, although not required under Act 381, 10% of the captured taxable value will be disbursed to the taxing units that levy taxes against Site 36. The redevelopment of Site 36 will generate significant tax revenues beneficial to all taxing units.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

Maps and legal descriptions are included in Figure 1. Conditions showing Site to be a facility as defined in Part 201 are provided in subsection 1.2.B above. There is no personal property and it is forecasted that no taxable personal property will be located on Site 36.

2.9 Estimates of Residents and Displacement of Individuals/Families

No individuals will be displaced. There are no residents or other site occupants.

2.10 Plan for Relocation of Displaced Persons

Not applicable. No individuals will be displaced. There are no residents or other site occupants.

2.11 Provisions for Relocation Costs

Not applicable. No individuals will be displaced. There are no residents or other site occupants.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

Not applicable. No individuals will be displaced. There are no residents or other site occupants.

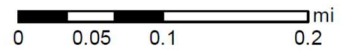
2.13 Other Material that the Authority or Governing Body Considers Pertinent

None.

Figure 1

Maps and Legal Descriptions of the Eligible Property

GIS Satellite View of Property



South Parcel Legal Description

That part of McQueen-Doyle Park No. 1, Wyoming Township, Kent County, Michigan, (now situated in the City of Wyoming), as recorded in Liber 30 of Plats, Page 10, described as: Commencing at a point on the North line of said plat 82.64 feet S 87 degrees 49 minutes 30 seconds East from the Northwest corner of said plat; thence S 87 degrees 49 minutes 30 seconds East 150.0 feet along the North line of said plat, to the East line of Lot 152 of said plat extended North; thence S 0 degrees 02 minutes 30 seconds East 165.15 feet along the East line of said Lot 152 to the Southeast corner of said Lot; thence N 87 degrees 49 minutes 30 seconds West 50 feet along the South line of Lot 152 to the Southwest corner of said Lot; thence S 0 degrees 02 minutes 30 seconds East 30.0 feet along the East line of Lot 146 of said plat; thence S 26 degrees 27 minutes 40 seconds West 111.96 feet to the Southwest corner of said Lot 146; thence S 0 degrees 02 minutes 30 seconds East 16.51 feet to the center line of Floyd Street (33 feet wide); thence N 87 degrees 49 minutes 30 seconds West 132.0 feet to the West line of McQueen-Doyle Park No. 1; thence N 0 degrees 09 minutes 30 seconds West 148.63 feet along the West line of said plat; thence S 87 degrees 49 minutes 30 seconds East 82.29 feet along the North line of Lot 148 of said plat and its Westerly extension to the Northeast corner of said Lot 148; thence N 0 degrees 02 minutes 30 seconds West 165.15 feet along the West line of Lot 150 and its Northerly extension to the place of beginning.

Also, Lot 149 of McQueen-Doyle Park No. 1 and that part of Lots 145, 153, 154 and 155 of McQueen-Doyle Park No. 1 which lies Westerly of a line which is 33 feet West of the centerline of relocated Stafford Avenue as constructed and that part of Lot 146 McQueen-Doyle Park No. 1 lying Westerly of a line which is 33 feet West of the centerline of relocated Stafford Avenue as constructed and which lies Easterly of a line described as follows: Commencing at the Southwest corner of said Lot 146; thence Northeasterly to the East line of said Lot at a point 30 feet South of the Northeast corner of said Lot.

Also, that part of vacated 40th Street lying West of relocated 40th Street and Stafford Avenue.

Also, the West 1/2 of the Northeast 1/4 of Section 24, T6N, R12W, City of Wyoming, Kent County, Michigan, EXCEPT the Conrail Railroad right of way, also excepting a strip of land 40 feet in the width lying West of and adjoining to the centerline of Buchanan Avenue for highway purposes.

Also, Except that part of the West 1/2 of the Northeast 1/4 of Section 24, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the point of intersection of the South line of said West 1/2 of the Northeast 1/4 with the West line of Buchanan Avenue (being 40 feet distant Westerly from the centerline of Buchanan Avenue) said point being 75.28 feet N 87 degrees 49 minutes 30 seconds West from the Southeast corner of said West 1/2 of the Northeast 1/4; thence N 87 degrees 49 minutes 30 seconds West 828.27 feet along the South line of said West 1/2, of the Northeast 1/4; thence N 47 degrees 10 minutes 30 seconds E 46.67 feet to a point 33 feet distant North from the South line of the West 1/2 of the Northeast 1/4; thence S 87 degrees 49 minutes 30 seconds E 695.3 feet; thence Northeasterly 125.8 feet along a 101.8 foot radius curve to the left (the chord of which bears 117.95 feet N 56 degrees 46 minutes 24 seconds East) to said West line of Buchanan Avenue; thence South 101.4 feet along the West line of Buchanan Avenue to the place of beginning.

Also, Except that part of the West 1/2 Northeast 1/4 of Section 24, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the Northeast corner of the West 1/2 Northeast 1/4 of said Section; thence South 33.03 feet along the East line of said West 1/2 Northeast 1/4; thence N 87 degrees 22 minutes West 40.04 feet parallel with the North line of said Section to the Place of Beginning of this description; thence N 87 degrees 22 minutes West 10.0 feet along the South line of 36th Street; thence S 43 degrees 41 minutes East 14.46 feet to a point on the West line of Buchanan Avenue which is 10.0 feet South from the Place of Beginning; thence North 10.0 feet to the Place of Beginning.

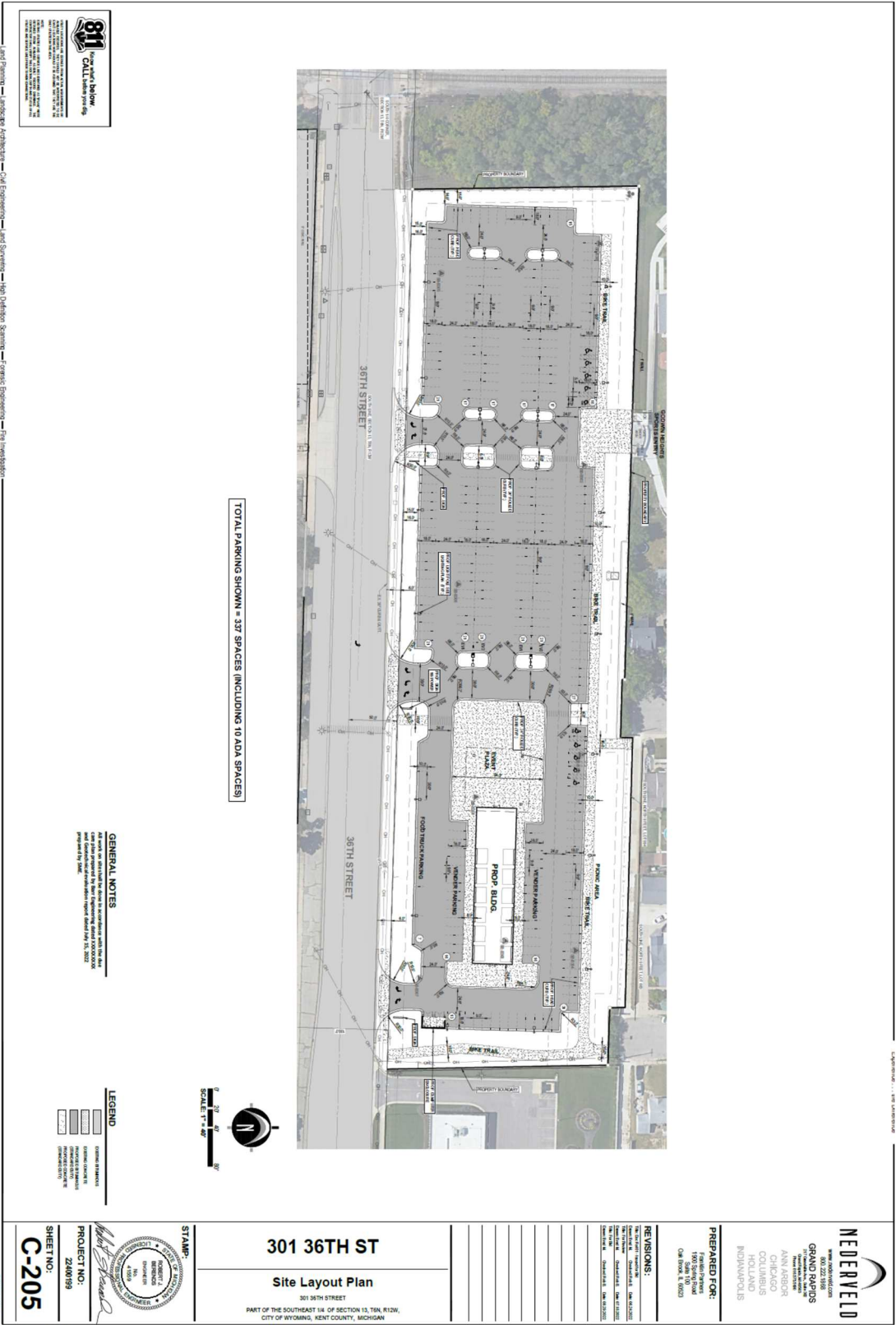
And further Excepting, all that part of the West 1/2 of the Northeast 1/4 of Section 24, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 corner of said Section 24; thence S 88 degrees 04 minutes 34 seconds East 36.85 feet along the North line of said Section to a point of intersection with the East line of the CONRAIL (formerly Pennsylvania R.R. and Penn Central R.R.) right-of-way extended Northerly to said Section line; thence S 0 degrees 32 minutes 11 seconds West 33.03 feet along said Northerly extended railroad right-of-way line to a point which is 33.00 feet South (perpendicular measurement) from the North line of said Section for The Place of Beginning of this description: Thence S 88 degrees 04 minutes 34 seconds East 1239.0 feet parallel with the North line of said Section to a point which is 50.04 feet N 88 degrees 04 minutes 34 seconds West (formerly described as N 87 degrees 22 minutes West) from the East line of the West 1/2 Northeast 1/4 of said Section 24; thence S 44 degrees 23 minutes 58 seconds East 14.47 feet (formerly described as S 43 degrees 41 minutes East 14.46 feet) to the Westerly right-of-way line of Buchanan Avenue (being 40.00 feet perpendicular measurement West from the center line of said Avenue) at a point which is 43.00 feet South perpendicular measurement from the North line of said Section 24; thence S 0 degrees 43 minutes 22 seconds East 37.02 feet along said Westerly right-of-way line of Buchanan Avenue, N 44 degrees 23 minutes 58 seconds West 43.39 feet to a point which is 50.00 feet South (perpendicular measurement) from the North line of said Section 24; thence N 88 degrees 04 minutes 34 seconds West 1219.05 feet parallel with the North line of said Section to the East line of CONRAIL railroad right-of-way; thence N 0 degrees 32 minutes 11 seconds East 17.02 feet along said railroad right-of-way line to the Place of Beginning.

Also together with that part of vacated Buchanan Avenue described as, that part of the West 1/2, Northeast 1/4, Section 24, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the NE corner of said Section 24; thence N 88 degrees 04 minutes 34 seconds West 1323 feet along the North line of said Section 24 to the center line of Buchanan Avenue (South) and also being the so called Northeast corner of said West 1/2, Northeast 1/4; thence S 0 degrees 43 minutes 22 seconds East 512.88 feet along said center line of Buchanan Avenue; thence Southerly 599.97 feet along said center line on a 22,727.58 foot radius curve to the left, the long chord of which bears S 0 degrees 02 minutes 00 seconds West 599.95 feet; thence S 0 degrees 47 minutes 23 seconds West 328.37 feet along said center line; thence N 89 degrees 12 minutes 37 seconds West 40 feet to the West right of way line of Buchanan Avenue to the Place of Beginning of this description; thence S 0 degrees 47 minutes 23 seconds West 272.03 feet along the West right of way line of said Avenue; thence Southerly 206.78 feet along said West right of way line on a 29,932.44 foot radius curve to the left, the long chord of which bears S 0 degrees 35 minutes 31 seconds West 206.78 feet; thence S 89 degrees 58 minutes 46 seconds East 5.71 feet; thence N 0 degrees 01 minutes 14 seconds East 478.78 feet to the Place of Beginning.

North Parcel Legal Description

From City of Wyoming Tax Records:

LOT 883 EX N 9 FT ALSO LOT 884 & 885 ALSO THAT PART OF LOTS 886 TO 891 INCL LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO LOTS 892 & 893 ALSO LOT 894 EX N 9 FT ALSO LOT 922 ALSO THAT PART OF LOT 923 LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO THAT PART OF VACATED PORTION OF HILLCROFT AVE /60 FT WIDE/ DESC AS - COM 249 FT N ALONG E LINE OF SD AVE FROM SW COR OF LOT 891 TH S ALONG SD E LINE TO N LINE OF 36TH ST /100 FT WIDE/ TH W ALONG SD N LINE TO W LINE OF SD VACATED AVE TH N ALONG SD W LINE TO A PT 249 FT N ALONG SD W LINE FROM SE COR OF LOT 923 TH E TO BEG ALSO THAT PART OF VACATED PORTION OF BIRCHWOOD AVE /60 FT WIDE/ DESC AS - COM AT SE COR OF LOT 885 TH N ALONG W LINE OF SD VAC AVE 122 FT TH E TO A PT ON E LINE OF SD VACATED AVE 122 FT N ALONG SD E LINE FROM SW COR OF LOT 842 TH S ALONG E LINE OF SD VACATED ST TO SW COR OF LOT 841 & TO N LINE OF 36TH ST /100 FT WIDE/ TH W ALONG SD N LINE TO W LINE OF SD VACATED ST TH N TO BEG * HOME ACRES NO.2



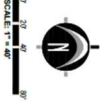
891
 Survey & Planning
 CALL before you dig
 1-800-485-5747
 www.891.org

Land Planning — Landscape Architecture — Civil Engineering — Land Surveying — High Definition Scanning — Traffic Engineering — Fire Investigation

TOTAL PARKING SHOWN = 37 SPACES (INCLUDING 10 ADA SPACES)

GENERAL NOTES
 ALL WORK ON THIS PLAN IS TO BE DONE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR UTILITIES, LATEST EDITION, UNLESS OTHERWISE NOTED.
 PROJECT NO. Z440199
 SHEET NO. C-205

LEGEND
 [Symbol] EXISTING STRENGTH
 [Symbol] EXISTING CURB TO BE REPAIRED
 [Symbol] EXISTING SIDEWALK TO BE REPAIRED
 [Symbol] EXISTING SIDEWALK TO BE REMOVED
 [Symbol] EXISTING SIDEWALK TO BE RECONSTRUCTED



STAMP
 STATE OF MICHIGAN
 DEPARTMENT OF TRANSPORTATION
 REGISTERED PROFESSIONAL ENGINEER
 No. 1450
 J. J. [Signature]
 PROJECT NO. Z440199
 SHEET NO. C-205

301 36TH ST
Site Layout Plan
 301 36TH STREET
 PART OF THE SOUTHEAST 1/4 OF SECTION 13, T6N, R12W,
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

REVISIONS:

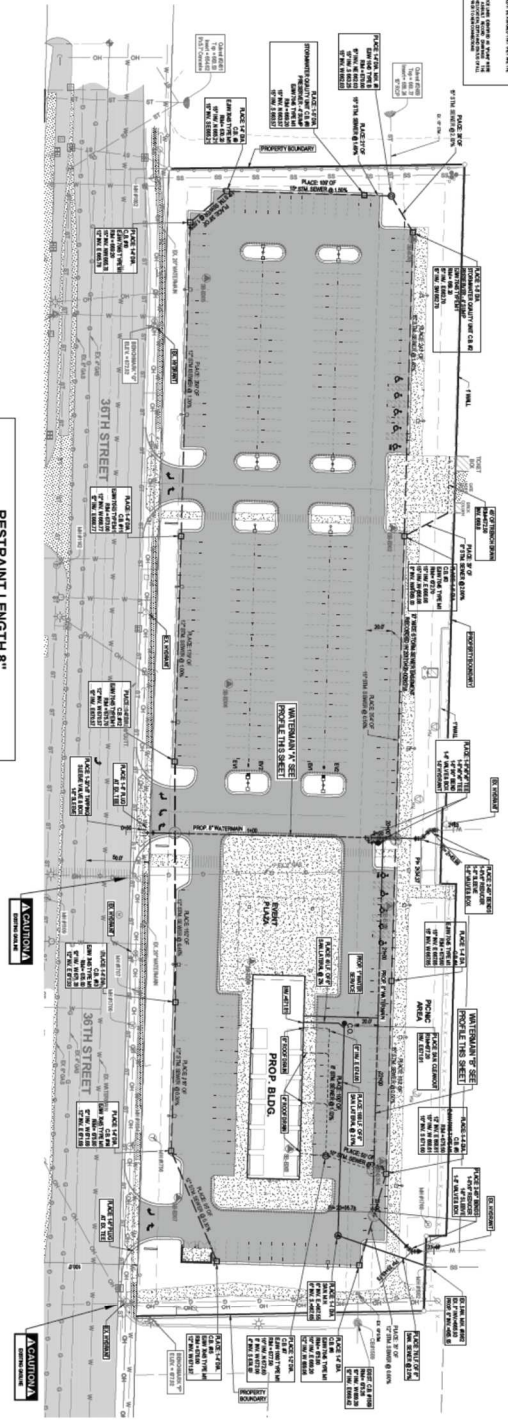
NO.	DATE	DESCRIPTION

PREPARED FOR:
 Grand Rapids
 1000 1st St NW
 Grand Rapids, MI 49503
 (616) 971-1000

NEDEVELD
 www.nedeveld.com
 800.225.1938
 2600 1st St NW
 Grand Rapids, MI 49503
 (616) 971-1000
 ANN ARBOR
 CANTON
 HOLLAND
 INDIANAPOLIS



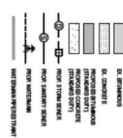
CALL BEFORE YOU DIG
811
CALL BEFORE YOU DIG



SOIL BORING LOG

- 1. Soil boring log showing soil types and depths.
- 2. Soil boring log showing soil types and depths.
- 3. Soil boring log showing soil types and depths.
- 4. Soil boring log showing soil types and depths.
- 5. Soil boring log showing soil types and depths.
- 6. Soil boring log showing soil types and depths.
- 7. Soil boring log showing soil types and depths.
- 8. Soil boring log showing soil types and depths.
- 9. Soil boring log showing soil types and depths.
- 10. Soil boring log showing soil types and depths.
- 11. Soil boring log showing soil types and depths.
- 12. Soil boring log showing soil types and depths.
- 13. Soil boring log showing soil types and depths.
- 14. Soil boring log showing soil types and depths.
- 15. Soil boring log showing soil types and depths.
- 16. Soil boring log showing soil types and depths.
- 17. Soil boring log showing soil types and depths.
- 18. Soil boring log showing soil types and depths.
- 19. Soil boring log showing soil types and depths.
- 20. Soil boring log showing soil types and depths.

LEGEND



RESTRAINT LENGTH 8"

ATTACH TYPE	RESTRAINT LENGTH 1	RESTRAINT LENGTH 2
12" 304 STAINLESS STEEL	4 FT	4 FT
24" 304 STAINLESS STEEL	4 FT	4 FT
12" 304 STAINLESS STEEL	4 FT	4 FT
24" 304 STAINLESS STEEL	4 FT	4 FT
12" 304 STAINLESS STEEL	4 FT	4 FT
24" 304 STAINLESS STEEL	4 FT	4 FT
12" 304 STAINLESS STEEL	4 FT	4 FT
24" 304 STAINLESS STEEL	4 FT	4 FT
12" 304 STAINLESS STEEL	4 FT	4 FT
24" 304 STAINLESS STEEL	4 FT	4 FT



GENERAL NOTES

1. All dimensions are in feet and inches unless otherwise noted.

2. All materials shall be in accordance with the specifications of the American Institute of Steel Construction, Inc. (AISC) 13th Edition.

3. All materials shall be in accordance with the specifications of the American Institute of Steel Construction, Inc. (AISC) 13th Edition.

4. All materials shall be in accordance with the specifications of the American Institute of Steel Construction, Inc. (AISC) 13th Edition.

5. All materials shall be in accordance with the specifications of the American Institute of Steel Construction, Inc. (AISC) 13th Edition.

EXISTING STRUCTURE INFORMATION

1. Existing structure is a 4-story building.

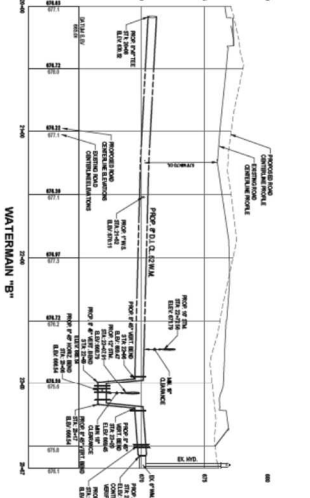
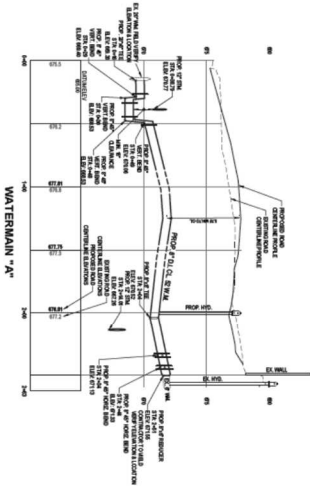
2. Existing structure is a 4-story building.

3. Existing structure is a 4-story building.

4. Existing structure is a 4-story building.

5. Existing structure is a 4-story building.

LEGEND



NEDEVELD
GRAND RAPIDS
1000 2ND AVE SE
ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS

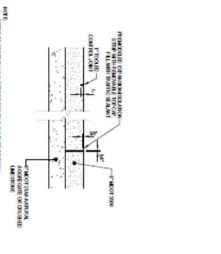
PREPARED FOR:
FRENCH TOWER
1000 2ND AVE SE
GRAND RAPIDS, MI 49503

REVISIONS:
NO. DATE BY

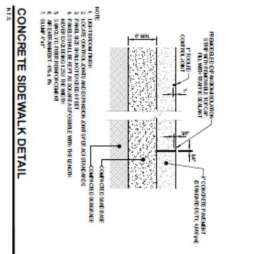
STAMP:
MICHIGAN PROFESSIONAL ENGINEER
NO. 1593
DATE 12/20/22

PROJECT NO.: Z4409199
SHEET NO.: C-400

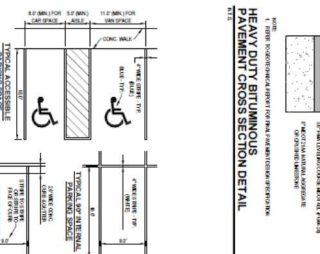
301 36TH ST
Utility Plan
301 36TH STREET
PART OF THE SOUTHEAST 1/4 OF SECTION 13, T8N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN



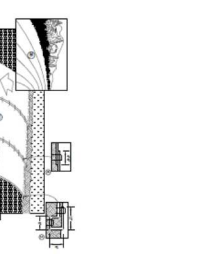
HEAVY DUTY CONCRETE PAVEMENT DETAIL (EVENT PLAZA AND BUILDING APPROACH)



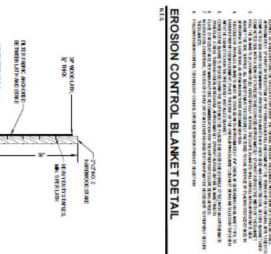
CONCRETE SIDEWALK DETAIL



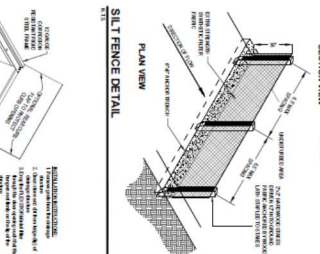
HEAVY DUTY BITUMINOUS PAVEMENT CROSS SECTION DETAIL



EROSION CONTROL BLANKET DETAIL



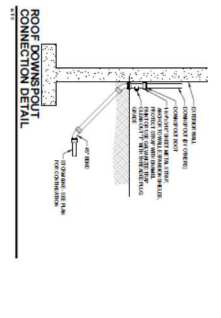
SILT FENCE DETAIL



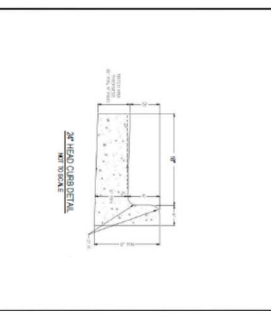
FLEXSTORM INLET FILTER LITE DETAIL



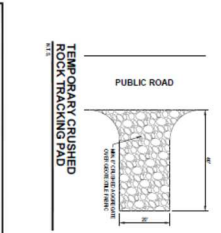
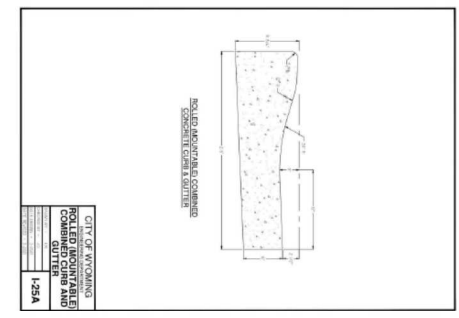
SCALED HEAD OF CURB DETAIL



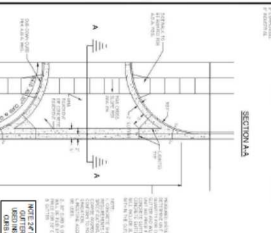
ROOF DOWNSPOUT CONNECTION DETAIL



TEMPORARY CRUSHED ROCK MARKING PAD



PUBLIC ROAD



COMMERCIAL INDUSTRIAL DRIVE APPROACH

CONSTRUCTION NOTES

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
2. ALL MATERIALS SHALL BE AS SPECIFIED IN THE SPECIFICATIONS.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WYOMING SPECIFICATIONS.
4. ALL CURBS AND SIDEWALKS SHALL BE CONCRETE UNLESS OTHERWISE NOTED.
5. ALL CURBS AND SIDEWALKS SHALL BE FINISHED TO A SMOOTH, EVEN SURFACE.
6. ALL CURBS AND SIDEWALKS SHALL BE SET ON A SUFFICIENTLY COMPACTED SUBGRADE.
7. ALL CURBS AND SIDEWALKS SHALL BE SET ON A SUFFICIENTLY COMPACTED SUBGRADE.
8. ALL CURBS AND SIDEWALKS SHALL BE SET ON A SUFFICIENTLY COMPACTED SUBGRADE.
9. ALL CURBS AND SIDEWALKS SHALL BE SET ON A SUFFICIENTLY COMPACTED SUBGRADE.
10. ALL CURBS AND SIDEWALKS SHALL BE SET ON A SUFFICIENTLY COMPACTED SUBGRADE.
11. ALL CURBS AND SIDEWALKS SHALL BE SET ON A SUFFICIENTLY COMPACTED SUBGRADE.
12. ALL CURBS AND SIDEWALKS SHALL BE SET ON A SUFFICIENTLY COMPACTED SUBGRADE.

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OR CALL 1-800-4-A-DIG

NEDERVELD

1800 Spring Road
Cedar Rapids, IA 52403

ANN ARBOR
CHICAGO
COLUMBUS
INDIANAPOLIS

REVISIONS:

NO.	DATE	DESCRIPTION

PREPARED FOR:

1800 Spring Road
Cedar Rapids, IA 52403

301 36TH ST

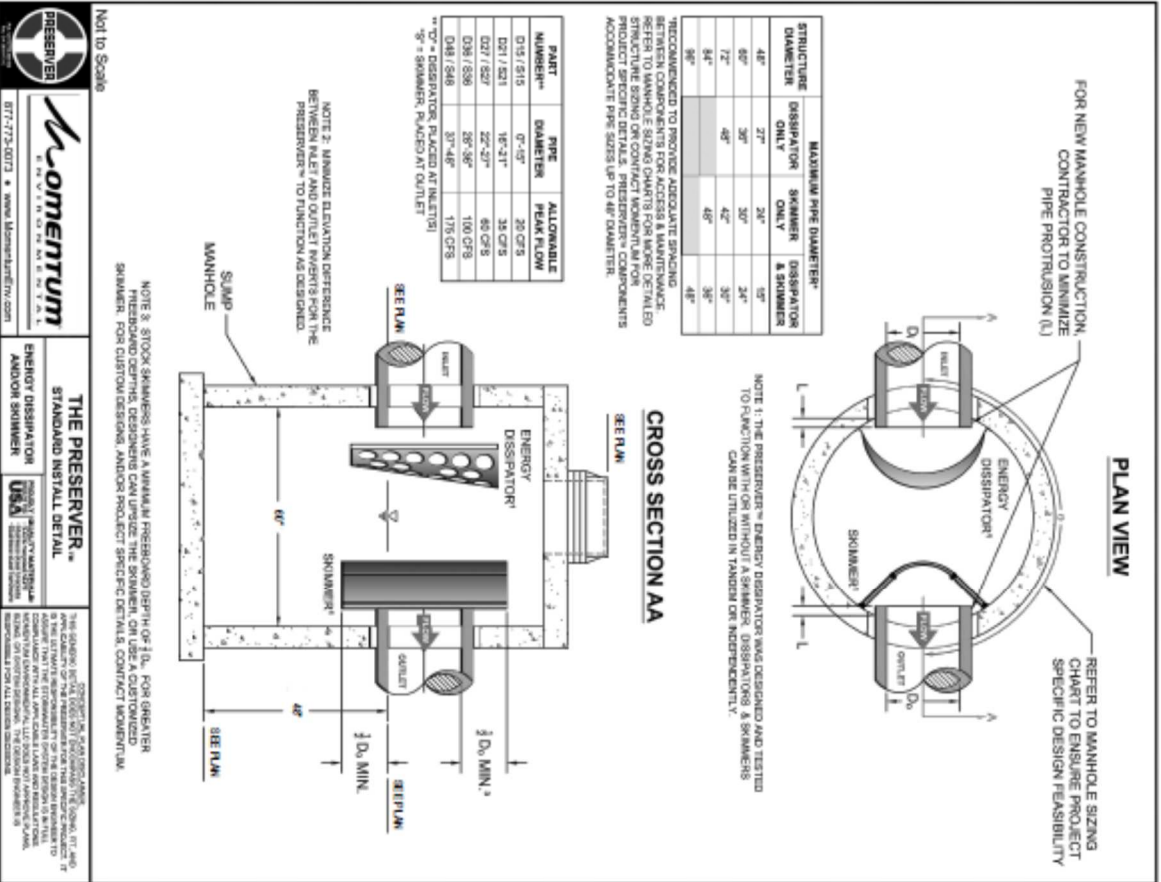
Details & Specifications

301 36TH STREET
PART OF THE SOUTHEAST 1/4 OF SECTION 13, 15N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:

PROJECT NO: 2240189

SHEET NO: C-500



**Table 1
Environmental Eligible Activities Cost Estimates**

A: South Parcel (including all 5 development parcels)

Description	Cost Estimate	Notes
Site Preparation		
Staking (including survey)	\$ 62,500	Includes field staking necessary to delineate special restricted areas identified in DRC, such as PCB restricted areas, and environmental "project areas" such as storm basin liner installs and infiltration management liner system installation. See also certain non-environmental staking activities on Table 2.
Dust Control	\$ 75,000	Due to presence of impacted soils. Assumes use of water truck and street sweeping throughout duration of site work.
"Soft costs"		
Design, survey, engineering	\$ 20,625	15% of Environmental site preparation costs
Oversight/Project management	\$ 20,625	15% of Environmental site preparation costs
Environmental Construction Management	\$ 359,738	5% of environmental and non-environmental site preparation costs plus 5% of non-environmental public infrastructure costs; these costs include preparing specific soil relocation documentation required by the DRC.
HASP	\$ 25,000	HASP to cover site prep development work
Environmental Site Prep Total	\$ 563,488	
Pre-Approved Activities per Act 381		
AAI Environmental Due Diligence and BEA	\$ 75,000	Phase I and BEA preparation for 2 of the 5 development parcels
Due Care Plan Preparations	\$ 50,000	Due Care plan preparations and modifications
Due Care Planning	\$ 75,000	Parcel-specific due care planning and assessment (excluding field sampling)
Site investigative work to support due care planning	\$ 150,000	Investigative work to support due care planning and implementation includes soil and groundwater sampling and analysis across all 5 development parcels
Pre-Approved Activities Total	\$ 350,000	
Activities required to comply with Due Care including the DRC Note: Due care planning is pre-approved, but due care implementation is not.		
Activities required to comply with Due Care Plan		
Replacement of pavement with liner system in infiltration management area	\$ 1,136,465	Replacement of deteriorating concrete surface in infiltration management area specified in the DRC with geosynthetic clay liner system (liner, soil cover over liner, and vegetation to stabilize)
Placement of liners in storm basins	\$ 429,226	Lining of stormwater retention basins in each of the 5 development parcels as required by DRC
Sealing of stormwater conveyance structures	\$ 315,000	Specialized sealing and/or booting of stormwater structures and upgrade of piping joints as necessary to seal stormwater conveyances as required to comply with DRC
Dewatering (Pumping of water due to rain or runoff or shallow groundwater)	\$ 250,000	Includes management of dewatering during utility installation inclusive of the periodic use of GAC to address possible PFAS in groundwater
VI mitigation	\$ 3,737,150	Active SSDS installed under each building on each of the 5 development parcels
Mitigation of direct contact exposures	\$ 10,500	Allowance for removal and disposal from areas delineated in DRC as above soil direct contact criteria
Mitigation of PCB exposures	\$ 500,000	Allowance for management of PCB-impacted soil in 2 discrete PCB areas should soils be disturbed or require management to accommodate property use other than in conformance with low occupancy requirements as stipulated in the DRC. Cost estimate assumes the off-site disposal of approximately 2,000 tons of soil at TSCA cell in Belleville MI. Should soils needs to be disturbed or if overlying property use other than low occupancy be applicable, establishment of TSCA-compliant cover systems appropriate to development could reduce these costs. If area is not disturbed or developed for high occupancy property use, no costs will be incurred.
"Soft costs"		
Design, survey, engineering	\$ 637,834	10% of Due Care Activities
Oversight/Project management	\$ 637,834	10% of Due Care Activities
Environmental Construction Management	\$ 293,985	5% of Due Care Activities
HASP	\$ 25,000	Focused on Due Care activities
Due Care Activities Total	\$ 7,980,000	
Environmental Response Activities		
Characterization of soil for landfill disposal	\$ 15,000	Allowance for lab work to characterize soils for disposal acceptance
Soil verification sampling	\$ 15,000	Allowance for lab work to characterize soils post-removal where necessary and appropriate
Unanticipated grossly contaminated soil or USTs/buried containers management	\$ 70,000	Allowance to address unanticipated grossly contaminated soil or USTs or other abandoned containers during site redevelopment
Environmental Response Activity Total	\$ 100,000	
Contingency		
15% of total Environmental (EGLE) amount		
Environmental Contingency Total	\$ 1,297,000	Excludes pre-approved activities
Brownfield Plan Amendment and Work Plan Preparation		
Brownfield Plan and Work Plan		
Total	\$ 30,000	

B: North Parcel¹

Description	Cost Estimate	Notes
Site Preparation		
Dust Control	\$ 10,000	Assumes use of water truck and street sweeping throughout duration of site work.
"Soft costs"		
Design, survey, engineering	\$ 1,500	15% of Environmental site preparation costs
Oversight/Project management	\$ 1,500	15% of Environmental site preparation costs
Environmental Construction Management	\$ 500	5% of environmental and non-environmental site preparation costs plus 5% of non-environmental public infrastructure costs
HASP	\$ 5,000	HASP to cover site prep development work
Environmental Site Prep Total	\$ 18,500	
Pre-Approved Activities		
Due Care Plan Preparations	\$ 10,000	Due Care plan preparations and modifications
Due Care Planning	\$ 10,000	Due care planning and assessment (excluding field sampling)
Site investigative work to support due care planning	\$ 25,000	Investigative work to support due care planning and implementation includes soil and groundwater sampling and analysis throughout the development area
Pre-Approved Activities Total	\$ 45,000	
Activities required to comply with Due Care and DRC Note: Due care planning is pre-approved, but due care implementation is not.		
Activities required to comply with Due Care Plan		
Sealing of stormwater conveyance structures	\$ 60,000	Specialized sealing and/or booting of stormwater structures and upgrade of piping joints as necessary to seal stormwater conveyances as required to comply with DRC
Dewatering (Pumping of water due to rain or runoff or shallow groundwater)	\$ 50,000	Includes management of dewatering during utility installation inclusive of the periodic use of GAC to address possible PFAS in groundwater issues
VI mitigation	\$ 61,500	Active SSDS installed under building
"Soft costs"		
Design, survey, engineering	\$ 17,150	10% of Due Care Activities
Oversight/Project management	\$ 17,150	10% of Due Care Activities
Environmental Construction Management	\$ 9,433	5% of Due Care Activities
HASP	\$ 5,000	Focused on Due Care activities
Due Care Activities Total	\$ 230,000	
Environmental Response Activities		
Characterization of soil for landfill disposal	\$ 5,000	Allowance for lab work to characterize soils for disposal acceptance
Soil verification sampling	\$ 5,000	Allowance for lab work to characterize soils post-removal where necessary and appropriate
Unanticipated grossly contaminated soil or USTs/buried containers management	\$ 20,000	Allowance to address unanticipated grossly contaminated soil or USTs or other abandoned containers during site redevelopment
Environmental Response Activity Total	\$ 30,000	
Contingency		
15% of total Environmental (EGLE) amount		
Environmental Contingency Total	\$ 42,000	Excludes pre-approved activities
Brownfield Plan Amendment and Work Plan Preparation		
Brownfield Plan and Work Plan		
Total	\$ 30,000	

TOTAL ENVIRONMENTAL (EGLE) TIF ESTIMATE \$ 10,730,000

¹ Costs for North Parcel are based on Wolverine Building Group proposal dated 2/8/22 and Nederveld, Inc. site plans dated 7/18/22.

**Table 2
Non-Environmental Eligible Activities Cost Estimates**

A: South Parcel (including all 5 development parcels)

Description	Cost Estimate	Notes
Demolition		
Building Demolition	\$ 26,000	Demolition of existing structures
Site Demolition	\$ 500,000	Removal of existing pavement (including crushing for re-use on-site)
Site Preparation		
Staking (including survey)	\$ 62,500	Staking of public utilities and ROW prior to installation and field delineation of restricted areas specified by the DRC. See also certain environmental staking activities on Table 1.
Geotechnical investigation	\$ 157,500	Geotech work for public infrastructure, public roadway, and for each of 5 development parcels.
Clearing/grubbing	\$ -	Assumes that no clearing/grubbing will be needed due to nature of existing surface cover.
Temporary access/security (fencing, traffic control)	\$ 100,000	Access controls assumed to be necessary for each of the 5 development parcels.
Temporary Facilities	\$ 150,000	Job site trailers and porta-johns for all development areas.
Soil Erosion control	\$ 180,000	Soil erosion controls for general construction of public and private infrastructure and environmental "project" areas such as storm basin liner installs and infiltration management liner system installation required by the DRC.
Excavation and management of unsuitable, non-indigenous and/or contaminated materials (Building Footings)	\$ 187,786	Costs for excavation and management of 5 X 5 foot trench for building foundations on all 5 development parcels. Costs assume transportation and disposal, however alternative on-site management costs such as relocation could be covered under this task as appropriate to nature of material and development plans. No costs included for replacement of footing trench soils.
Excavation and management of unsuitable, non-indigenous and/or contaminated materials (Public Utilities and Public Infrastructure)	\$ 442,244	Costs for excavation and management of soils and materials generated during installation of public utilities in ROW and on all 5 development parcels. Costs assume transportation and disposal of 50% of the estimated utility trench volume and re-use of remaining generated soils and materials in utility trench. Alternative on-site management (outside utility trench) such as relocation costs could be covered under this task as appropriate to nature of material and development plans. Costs for replacement of removed soil volumes included below.
Excavation and management of unsuitable, non-indigenous and/or contaminated materials (Private Utilities)	\$ 112,000	Costs for excavation and management of soils and materials generated during installation of private utilities on all 5 development parcels. Costs assume transportation and disposal of 50% of the estimated utility trench volume and re-use of remaining generated soils and materials in utility trench. Alternative on-site management (outside utility trench) such as relocation costs could be covered under this task as appropriate to nature of material and development plans. Costs for replacement of removed soil volumes included below.
Import additional backfill for utilities (public)	\$ 263,241	Backfill and compaction to replace soils from public utility trench that are managed outside the trench. Excludes importation of bedding soils around utility.
Import additional backfill for utilities (private)	\$ 67,000	Backfill and compaction to replace soils from private utility trench that are managed outside the trench. Excludes importation of bedding soils around utility.
Site mass balancing/grading	\$ 380,000	Costs for grading/balancing using existing material.
Solid waste removal	\$ 25,000	Removal and Disposal of commercial and industrial debris, junk, trash existing or as result of potential future illegal dumping.
"Soft costs"		
Design, survey, engineering	\$ 397,991	Assumes 15% of Site Preparation and demo costs outlined above
Oversight/Project management	\$ 397,991	Assumes 15% of Site Preparation and demo costs outlined above
Site Prep plus Demo Total	\$ 3,449,252	
Public Infrastructure		
Curb and Gutter	\$ 125,000	Public ROW only
Lighting	\$ 25,000	Public ROW only
Publicly-owned utilities (e.g. electric)	\$ 168,000	Public ROW only
Roads	\$ 525,000	Public ROW only (grading, 4.5-inch bituminous, 8-inch compacted gravel, 12-inches compacted sand)
Sanitary Sewer Mains	\$ 200,000	Public ROW and elsewhere on-site for public sanitary main installs
Sidewalks	\$ 62,500	Public ROW only
Storm water systems	\$ 945,500	Public ROW and elsewhere on-site for public stormwater main installs (Does not include parcel-specific detention. See Table 1 for stormwater system features/activities required by the DRC)
Water mains	\$ 665,000	Public ROW and elsewhere on-site for public water main installs
Landscaping	\$ 204,000	Public ROW only
"Soft Costs"		
PM/Construction Oversight	\$ 438,000	Assumed 15% of infrastructure improvement costs
Engineering & Design	\$ 150,000	Engineering and design services for Infrastructure improvements
Other	\$ 100,000	General surveying and permit application processes (permit fees excluded)
Public Infrastructure Total	\$ 3,608,000	
Contingency		
15% of total Non-Environmental (MSF) amount		
Total	\$ 1,058,588	
Brownfield Plan Amendment and Work Plan Preparation		
Brownfield Plan and Work Plan	\$ 30,000	

B: North Parcel¹

Description	Cost Estimate	Notes
Demolition		
Building Demolition	\$ -	Demolition of existing structures
Site Demolition	\$ 33,500	Removal of existing pavement (including crushing for re-use on-site). Assumes common mobilization of crusher and equipment as South Parcel site demo
Site Preparation		
Staking (including survey)	\$ 2,500	Staking of public utilities and ROW prior to installation
Geotechnical investigation	\$ 20,000	
Clearing/grubbing	\$ -	Assumes that no clearing/grubbing will be needed due to nature of existing surface cover.
Temporary access/security (fencing, traffic control)	\$ 15,000	Assumes existing fencing can be used with modest modification (i.e. gates, repairs etc.)
Temporary Facilities	\$ 3,000	Job site trailers and porta-johns for all development areas.
Soil Erosion control	\$ 11,500	Soil erosion controls for general construction of public and private infrastructure
Excavation and management of unsuitable, non-indigenous and/or contaminated materials (Building Footings)	\$ 3,296	Costs for excavation and management of 5 foot by five foot trench for building foundation. Costs assume transportation and disposal, however alternative on-site management costs such as relocation could be covered under this task as appropriate to nature of material and development plans. No costs included for replacement of footing trench soils.
Excavation and management of unsuitable, non-indigenous and/or contaminated materials (Public Utilities)	\$ 97,067	Costs for excavation and management of soils and materials generated during installation of public utilities. Costs assume transportation and disposal of 50% of the estimated utility trench volume and re-use of remaining generated soils and materials in utility trench. Alternative on-site management (outside utility trench) such as relocation costs could be covered under this task as appropriate to nature of material and development plans. Costs for replacement of removed soil volumes included below.
Import additional backfill for utilities (public)	\$ 57,778	Backfill to replace soils from public utility trench that are managed outside the trench. Excludes importation of bedding soils around utility.
Site mass balancing/grading	\$ -	
Solid waste removal	\$ 10,000	Removal and Disposal of commercial and industrial debris, junk, trash existing or as result of future illegal dumping.
"Soft costs"		
Design, survey, engineering	\$ 38,046	Assumes 15% of Site Preparation and demo costs outlined above
Oversight/Project management	\$ 38,046	Assumes 15% of Site Preparation and demo costs outlined above
Site Prep plus Demo Total	\$ 330,000	
Public Infrastructure		
Remove existing pavement, fencing, light poles and other existing items not suitable for re-use.	\$ 100,000	Public property
Curb and Gutter	\$ 72,500	Public property
Lighting	\$ 25,000	Public property
Publicly-owned utilities (e.g. electric)	\$ -	Public property
Sanitary Sewer Mains	\$ 65,000	Public property sanitary main installs
Sidewalks	\$ 25,000	Public property
Storm water systems	\$ 237,500	Public stormwater main installs
Water mains	\$ 60,000	Public water main installs
Landscaping	\$ 129,000	Public property
"Soft Costs"		
PM/Construction Oversight	\$ 107,100	Assumed 15% of infrastructure improvement costs
Engineering & Design	\$ 50,000	Engineering and design services for Infrastructure improvements
Other	\$ 20,000	General surveying and permit application processes (permit fees excluded)
Public Infrastructure Total	\$ 800,000	
Contingency		
15% of total Non-Environmental (MSF) amount		
Total	\$ 169,500	
Brownfield Plan Amendment and Work Plan Preparation		
Brownfield Plan and Work Plan	\$ 30,000	
TOTAL NON-ENVIRONMENTAL (MSF) TIF ESTIMATE	\$ 9,480,000	

¹ Costs for North Parcel are based on Wolverine Building Group proposal dated 2/8/22 and Nederveld, Inc. site plans dated 7/18/22.

**Table 3
TIF Table
Tax Capture/Reimbursement Schedule**

Tax Reimbursement Capture Schedule
 2001-2015
 Warren, Michigan
 October 20, 2021

School District	Millage Rate	Estimated Value (V) Growth Rate: % per year															
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
State Education Trust F	6.0000	-	15,370	15,906	16,506	17,187	17,957	18,826	19,805	20,905	22,137	23,503	25,017	26,691	28,538	30,570	
School Operating Exp	11.0000	-	47,250	47,723	48,223	48,750	49,305	49,888	50,499	51,137	51,803	52,497	53,219	53,969	54,747	55,554	
School Total	24.0000	-	62,620	63,629	64,729	65,807	66,912	68,043	69,194	70,362	71,540	72,734	73,946	75,176	76,425	77,694	
Level Capture	Millage Rate																
City	11.3000	-	30,419	31,127	31,873	32,656	33,477	34,336	35,233	36,168	37,141	38,153	39,204	40,294	41,424	42,594	
Library	1.2000	-	5,277	5,310	5,346	5,384	5,423	5,463	5,504	5,546	5,589	5,633	5,678	5,724	5,771	5,819	
Intermediate Bond (Porter/H)	4.4500	-	5,756	5,793	5,831	5,870	5,909	5,949	5,990	6,031	6,073	6,116	6,160	6,204	6,249	6,294	
County Alexander Charter	4.1500	-	10,568	11,095	11,650	12,233	12,844	13,484	14,153	14,852	15,581	16,341	17,132	17,954	18,808	19,694	
County Zook/Walker	0.2000	-	2,007	2,017	2,027	2,037	2,047	2,057	2,067	2,077	2,087	2,097	2,107	2,117	2,127	2,137	
County Water Clinton	0.4000	-	1,711	1,734	1,757	1,781	1,805	1,829	1,854	1,879	1,904	1,929	1,954	1,979	2,004	2,029	
County Western	0.0800	-	177	178	179	180	181	182	183	184	185	186	187	188	189	190	
County Zook/Walker	0.4300	-	1,119	1,130	1,141	1,152	1,164	1,176	1,188	1,200	1,212	1,224	1,236	1,248	1,260	1,272	
County Water Clinton	0.2000	-	641	647	653	659	665	671	677	683	689	695	701	707	713	719	
County Alexander Charter	0.0600	-	328	330	332	334	336	338	340	342	344	346	348	350	352	354	
County Woodford Education	4.4000	-	11,732	11,849	11,969	12,091	12,216	12,343	12,472	12,603	12,736	12,871	13,008	13,146	13,286	13,427	
County Woodford Education	0.2500	-	2,219	2,244	2,269	2,294	2,319	2,344	2,369	2,394	2,419	2,444	2,469	2,494	2,519	2,544	
County Woodford Education	0.2000	-	69,479	69,384	69,289	69,194	69,099	68,994	68,889	68,784	68,679	68,574	68,469	68,364	68,259	68,154	
Level Total	28.0000	-	69,479	69,384	69,289	69,194	69,099	68,994	68,889	68,784	68,679	68,574	68,469	68,364	68,259	68,154	
Non-Capitable Millage	Millage Rate																
School District	5.1700	-	15,440	15,574	15,712	15,854	16,001	16,152	16,307	16,466	16,628	16,794	16,963	17,135	17,310	17,486	
Non-Capitable Mill 2	0.0000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Non-Capitable Mill 3	0.0000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Non-Capitable Taxes	5.1700	-	15,440	15,574	15,712	15,854	16,001	16,152	16,307	16,466	16,628	16,794	16,963	17,135	17,310	17,486	
Total Tax Reimbursement Revenue (TR) Available for Capture	-	\$	114,979	\$	132,794	\$	150,945	\$	169,549	\$	188,606	\$	208,125	\$	228,106	\$	248,549

Warren, Michigan
 October 20, 2021

For Brownfield Redevelopment Allocation Table
 09/21/22
 2001 2011 2016 to 2041
 Myrtlewood, Washington
 October 20, 2022

Developer	Reimbursement	Proportionality	School & Local Taxes	Local Only Taxes	Total
State			\$ 9,013,200	\$ -	\$ 9,013,200
Local			\$ 11,196,700	\$ -	\$ 11,196,700
TOTAL			\$ 20,209,900	\$ -	\$ 20,209,900
EDGE			\$ 10,290,000	\$ -	\$ 10,290,000
MSF			\$ 9,980,000	\$ -	\$ 9,980,000

Estimated Total Years of Payoff: 33

Estimated Capital
 Alternative #1 \$ 20,210,000
 State Brownfield Redevelopment \$ 1,287,006
 Local Brownfield Redevelopment \$ -

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	TOTAL
Total State Brownfield Revenue **	\$ -	\$ 56,700	\$ 57,267	\$ 58,126	\$ 58,670	\$ 59,030	\$ 59,270	\$ 59,490	\$ 59,680	\$ 59,840	\$ 59,970	\$ 60,080	\$ 60,170	\$ 60,240	\$ 60,290	\$ 10,300,005
State Brownfield Redevelopment Fund (50% of SRF)	\$ -	\$ 2,835	\$ 2,863	\$ 2,906	\$ 2,933	\$ 2,951	\$ 2,963	\$ 2,971	\$ 2,978	\$ 2,984	\$ 2,989	\$ 2,993	\$ 2,997	\$ 3,000	\$ 3,002	\$ 1,287,006
State TRM Available for Redevelopment	\$ -	\$ 49,833	\$ 50,100	\$ 50,200	\$ 50,200	\$ 50,200	\$ 50,200	\$ 50,200	\$ 50,200	\$ 50,200	\$ 50,200	\$ 50,200	\$ 50,200	\$ 50,200	\$ 50,200	\$ 8,012,999
Total Local Incremental Revenue **	\$ -	\$ 61,631	\$ 62,268	\$ 62,700	\$ 63,000	\$ 63,200	\$ 63,370	\$ 63,510	\$ 63,630	\$ 63,730	\$ 63,810	\$ 63,880	\$ 63,940	\$ 63,990	\$ 64,030	\$ 11,196,701
90% Available for Redevelopment	\$ -	\$ 55,468	\$ 56,041	\$ 56,430	\$ 56,700	\$ 56,940	\$ 57,150	\$ 57,330	\$ 57,490	\$ 57,630	\$ 57,750	\$ 57,860	\$ 57,960	\$ 58,050	\$ 58,130	\$ 10,290,000
Total TRM Available for Redevelopment	\$ -	\$ 61,631	\$ 62,268	\$ 62,700	\$ 63,000	\$ 63,200	\$ 63,370	\$ 63,510	\$ 63,630	\$ 63,730	\$ 63,810	\$ 63,880	\$ 63,940	\$ 63,990	\$ 64,030	\$ 11,196,701
Total State & Local TRM Available	\$ -	\$ 118,234	\$ 119,536	\$ 120,900	\$ 122,070	\$ 122,930	\$ 123,640	\$ 124,280	\$ 124,860	\$ 125,370	\$ 125,810	\$ 126,280	\$ 126,770	\$ 127,190	\$ 127,650	\$ 20,210,000
DEVELOPERS																
By Paying District	\$ -	\$ 40,000,000	\$ 20,000,750	\$ 19,999,250	\$ 19,999,750	\$ 19,999,250	\$ 19,999,750	\$ 19,999,250	\$ 19,999,750	\$ 19,999,250	\$ 19,999,750	\$ 19,999,250	\$ 19,999,750	\$ 19,999,250	\$ 19,999,750	\$ -
MSF State Redevelopment Costs ***	\$ -	\$ 2,500,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 4,227,000
State TRM Redevelopment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local TRM Redevelopment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total MSF Redevelopment Balance	\$ -	\$ 2,500,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ 4,227,000
EDGE Environmental Costs ***	\$ -	\$ 2,500,000	\$ 2,000,750	\$ 2,000,250	\$ 2,000,750	\$ 2,000,250	\$ 2,000,750	\$ 2,000,250	\$ 2,000,750	\$ 2,000,250	\$ 2,000,750	\$ 2,000,250	\$ 2,000,750	\$ 2,000,250	\$ 2,000,750	\$ 2,500,000
State TRM Redevelopment	\$ -	\$ 49,613	\$ 50,100	\$ 50,200	\$ 50,200	\$ 50,200	\$ 50,200	\$ 50,200	\$ 50,200	\$ 50,200	\$ 50,200	\$ 50,200	\$ 50,200	\$ 50,200	\$ 50,200	\$ 5,945,683
Local TRM Redevelopment	\$ -	\$ 61,513	\$ 62,268	\$ 62,700	\$ 63,000	\$ 63,200	\$ 63,370	\$ 63,510	\$ 63,630	\$ 63,730	\$ 63,810	\$ 63,880	\$ 63,940	\$ 63,990	\$ 64,030	\$ -
Total EDGE Environmental Balance	\$ -	\$ 1,115,726	\$ 1,050,850	\$ 1,050,450	\$ 1,050,950	\$ 1,050,450	\$ 1,050,950	\$ 1,050,450	\$ 1,050,950	\$ 1,050,450	\$ 1,050,950	\$ 1,050,450	\$ 1,050,950	\$ 1,050,450	\$ 1,050,950	\$ 5,945,683
Total City Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local TRM Redevelopment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local City TRM Redevelopment Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Developer Redevelopment	\$ -	\$ 112,344	\$ 112,346	\$ 114,000	\$ 114,000	\$ 114,000	\$ 114,000	\$ 114,000	\$ 114,000	\$ 114,000	\$ 114,000	\$ 114,000	\$ 114,000	\$ 114,000	\$ 114,000	\$ 20,210,000
LOCAL BROWNFIELD REVENUE FUND																
EDGE Capital *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capital *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capital *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Tax Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*** Up to five years of capital for EDGE Capital shall be available for use and may be taken from EDGE Local TRM only.
 ** Only 90% will be applied. 10% will be disbursed to taxing units on a pro rata basis.
 *** Assumptions in brackets will be incurred by the end of 2024.

Attachment A

Brownfield Plan Resolutions and Public Hearing Notice

**BOARD OF DIRECTORS
CITY OF WYOMING BROWNFIELD REDEVELOPMENT AUTHORITY**

At a meeting of the Board of Directors of the Wyoming Brownfield Redevelopment Authority (**WBRA**) held at 4:00 p.m., local time, on Monday, October 24, 2022 in the _____ Conference Room, Wyoming City Hall, 1155 28th St SW, Wyoming, Michigan:

Board members present: _____

Board members absent: _____

Board member _____, supported by board member _____, moved approval of the following resolution:

RESOLUTION NO. _____

**RESOLUTION APPROVING AND RECOMMENDING CITY COUNCIL APPROVAL OF
BROWNFIELD PLAN FOR SITE 36**

WHEREAS:

1. **Site 36** is comprised of two parcels, the approximately 75-acre South Parcel lying south of 36th St SW, 300 36th St SW, parcel # 41-17-24-201-007, owned by Franklin Site 36, LLC and the approximately 5-acre North Parcel, across 36th St SW from the South parcel, 301 36th St SW, parcel # 41-17-13-455-052, owned by WBRA, legal descriptions and site maps for which are attached as Table 1 to the Brownfield Plan (defined below).
2. The brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 *et seq.* (**Act 381**) provides for reimbursement of costs of conducting eligible activities on eligible property 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 and/or the Michigan Strategic Fund/Michigan Economic Development Corporation.
3. Site 36 is “eligible property” as defined in Act 381 because it is a “facility” as defined in Part 201 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101 *et seq.* (**Part 201**) due to the presence of contaminants in its soils and groundwater that exceed applicable residential criteria under Part 201.
4. A proposed brownfield plan has been prepared for Site 36 that complies with the requirements in Act 381 and provides for reimbursement of costs of conducting eligible activities on Site 36 in accordance with Act 381 that are approved in the future by this body and then subsequently approved by the EGLE and/or MSF/MEDC (the **Brownfield Plan**).

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board makes the following determinations:
 - A. The proposed brownfield plan constitutes a public purpose under Act 381 because it provides for addressing environmental contamination to accommodate redevelopment and reuse of Site 36.
 - B. The proposed brownfield 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 brownfield plan is feasible and the WBRA has the ability to carry it out.
 - D. The proposed costs of eligible activities in the proposed brownfield 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. This Board approves and recommends the City Council approve the proposed plan, subject to such changes as are approved by the city attorney and city community and economic development director, following a public hearing, notice of which is given at least 10 days before the hearing as provided in Act 381.
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 Board of Directors of the City of Wyoming Brownfield Redevelopment Authority at a meeting held on October 24, 2022.

Date: _____, 2022

Nicole Hofert, Secretary
City of Wyoming Brownfield Redevelopment
Authority

**CITY COUNCIL
CITY OF WYOMING, MICHIGAN**

**NOTICE OF PUBLIC HEARING
ON A
PROPOSED BROWNFIELD PLAN
FOR THE
SITE 36 PROJECT, 300 AND 301 36TH ST SW, WYOMING, MICHIGAN**

The City Council of the City of Wyoming, Michigan will hold a public hearing at 7:01 p.m. on Monday, November 21, 2022, in the City Council Chambers, Wyoming City Hall, 1155 28th St SW, Wyoming, MI 49509, before considering approval of a brownfield plan for the Site 36 Project, pursuant to the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 *et seq.* The proposed brownfield property is comprised of two parcels, the approximately 75-acre South Parcel lying south of 36th St SW, 300 36th St SW, parcel # 41-17-24-201-007, owned by Developer and the approximately 5-acre North Parcel, across 36th St SW from the South parcel, 301 36th St SW, parcel # 41-17-13-455-052, owned by City of Wyoming Brownfield Redevelopment Authority.

The proposed brownfield plan, maps and other documents related to the proposed brownfield plan are available for public inspection in the office of the Wyoming City Clerk, 1155 28th St SW, Wyoming, MI 49509 or online at: _____.

All aspects of the proposed plan are open for discussion at the public hearing. All interested persons will have the opportunity to be heard. All written communications concerning the plan will be accepted at that hearing and considered. Copies of written communications submitted to the Wyoming City Clerk by 4:30 p.m. on the day of the public hearing will be distributed to all Wyoming City Council Members before the hearing.

Kelli A. VandenBerg, City Clerk

Requirements for notice:

Not less than 10 days before the hearing on the brownfield plan, the governing body shall provide notice of the hearing to the taxing jurisdictions that levy taxes subject to capture under this act. The authority shall notify the taxing jurisdictions of the proposed brownfield plan. At that hearing, an official from a taxing jurisdiction with millage that would be subject to capture under this act has the right to be heard in regard to the adoption of the brownfield plan. Not less than 10 days before the hearing on the brownfield plan, the governing body shall provide notice of the hearing to the department if the brownfield plan involves the use of taxes levied for school operating purposes to pay for eligible activities that require the approval of a combined brownfield plan or a work plan by the department under section 13b(6)(c) and the Michigan strategic fund, or its designee, if the brownfield plan involves the use of taxes levied for school operating purposes to pay for eligible activities subject to section 13b(4).

**CITY COUNCIL
CITY OF WYOMING, MICHIGAN**

At its regular meeting held at 7:00 p.m., local time, on Monday, November 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 APPROVING BROWNFIELD PLAN AND REIMBURSEMENT AGREEMENT FOR
SITE 36 PROJECT

WHEREAS:

1. **Site 36** is comprised of two parcels, the approximately 75-acre **South Parcel** lying south of 36th St SW, 300 36th St SW, parcel # 41-17-24-201-007, owned by Franklin Site 36, LLC (**Developer**) and the approximately 5-acre North Parcel, across 36th St SW from the South parcel, 301 36th St SW, parcel # 41-17-13-455-052, owned by City of Wyoming Brownfield Redevelopment Authority (**WBRA**).
2. The brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 *et seq.* (**Act 381**) provides for reimbursement of costs of conducting eligible activities on eligible property 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**) and/or the Michigan Strategic Fund/Michigan Economic Development Corporation (**MSF/MEDC**).
3. Site 36 is “eligible property” as defined in Act 381 because it is a “facility” as defined in Part 201 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101 *et seq.* (**Part 201**) due to the presence of contaminants in its soils and groundwater that exceed applicable residential criteria under Part 201.
4. A proposed brownfield plan, a copy of which is attached as Exhibit A, has been prepared for Site 36 that complies with the requirements in Act 381 and provides for reimbursement of costs of conducting eligible activities on Site 36 in accordance with Act 381 that are approved in the future by this body and then subsequently approved by the EGLE and/or MSF/MEDC (the **Brownfield Plan**).
5. The WBRA Board of Directors recommended that the City Council approve the Brownfield Plan on October 24, 2022.
6. The City Council held a public hearing prior to considering the Brownfield Plan, notice of which was provided as required by Act 381 and at which all aspects of the proposed brownfield plan were open for discussion.
7. The City Council considered all oral comments made at the public hearing and considered all written communications submitted before or during the public hearing.
8. The Brownfield Plan calls for a reimbursement agreement among the Developer, the WBRA, and the City which the WBRA Board of Directors approved in the form attached as an exhibit to the Brownfield Plan (the **proposed reimbursement agreement**) on October 24, 2022.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council makes the following determinations:
 - A. The Brownfield Plan constitutes a public purpose under Act 381 because it provides for addressing environmental contamination to accommodate redevelopment and reuse of Site 36.
 - B. The Brownfield 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 Brownfield 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 to the extent those possible eligible activities are later determined necessary or prudent to develop Site 36.

E. The amount of captured taxable value (and resulting tax increment revenues) estimated in the Brownfield Plan are reasonable.

2. The City Council approves the Brownfield 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 November 21, 2022.

Date: November __, 2022

Kelli A. VandenBerg, City Clerk

**CITY COUNCIL RESOLUTION
EXHIBIT A
SITE 36 BROWNFIELD PLAN**

Attachment B

BROWNFIELD REIMBURSEMENT AGREEMENT
(SITE 36 PROJECT)

This Brownfield Reimbursement Agreement (**Agreement**) is made as of November __, 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: Planning and Economic Development Director, with a copy to City Attorney, and Franklin Site 36, LLC, a Michigan limited liability company whose address is 1900 Spring Rd, Ste 100, Oakbrook, IL 60523-14787, Attention: Don Shoemaker, Managing Member (**Developer**).

RECITALS

A. **Site 36** is comprised of two parcels, the approximately 75-acre **South Parcel** lying south of 36th St SW, 300 36th St SW, parcel # 41-17-24-201-007, owned by Developer and the approximately 5-acre **North Parcel**, across 36th St SW from the South Parcel, 301 36th St SW, parcel # 41-17-13-455-052, owned by WBRA, legal descriptions and site maps for which are attached as Table 1 to the Brownfield Plan (defined below).

B. On October 24, 2022, WBRA recommended approval of and, on November 21, 2022, City approved a brownfield plan prepared pursuant to the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 *et seq.* (**Act 381**), that provides for reimbursements from captured tax increment revenues generated from the sale and redevelopment of the South Parcel of costs incurred by parties for environmental and non-environmental Eligible Activities (as defined in the Brownfield Plan) undertaken pursuant to work plans approved by the Michigan Department of Environment Great Lakes and Energy (**EGLE**) and/or the Michigan Strategic Fund/Michigan Economic Development Corporation (**MSF/MEDC**) after (following recommendations from City's community and economic development director and city attorney) WBRA approval (**Act 381 Work Plans**).

C. Site 36 is "eligible property" as defined in Act 381 because it is a "facility" as defined in Part 201 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101 *et seq.* (**Part 201**) due to the presence of contaminants in its soils and groundwater that exceed applicable residential criteria under Part 201, under the terms of a Declaration of Restrictive Covenant dated March 3, 2017, and recorded on August 30, 2017, with the Kent County, Michigan Register of Deeds at 20170831-0073657, and based on a restricted regulatory closure under Part 201 affirmed by EGLE pursuant to a No Further Action Letter dated March 13, 2018.

D. 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. Reimbursements. Reimbursements to any of the parties for the costs of Eligible Activities on either the North Parcel or South Parcel shall be made in compliance with the limitations, requirements, and prioritizations in the Brownfield Plan and further subject to the following:

A. Reimbursements will be made only from **Net Tax Increment Revenues** as defined in the Brownfield Plan.

B. Reimbursements will be made only for costs of Eligible Activities undertaken in furtherance of the redevelopment of Site 36 as described in the Brownfield Plan and conducted in conformance with one or more Act 381 Work Plans.

C. Reimbursements from Net Tax Increment Revenues will be allocated and prioritized as provided in the Brownfield Plan and in accordance with this Agreement.

D. Requests for reimbursement shall include the following documentation:

1. Reference to the approved Act 381 Work Plan that includes the Eligible Activities for which reimbursement is sought.

2. A written statement detailing the costs of Eligible Activities.

3. A written explanation as to why reimbursement is appropriate under the Brownfield Plan, the Act 381 Work Plan, and this Agreement.
4. Copies of invoices from the consultants, contractors, engineers, attorneys, or others who provided services relating to the costs of Eligible Activities. Invoices for services completed for hourly rates shall include detailed time records for costs of Eligible Activities.
5. Detailed time records and pay rates for any Eligible Activities performed by Developer's personnel.
6. Copies of waivers of liens by the contractors, subcontractors, and material suppliers.
7. Copies of the contract with the contractor or supplier providing the services or supplies for which reimbursement is sought.
8. A statement from the engineer or project manager overseeing the work recommending payment.
9. Proof that the party requesting reimbursement has paid the costs for which reimbursement is sought.
10. Any other information which may be required by state authorities or reasonably required by WBRA.

F. Within 45 days of its receipt of documentation required under the preceding subsection C, WBRA shall review the reimbursement request and supporting documentation and determine whether (i) all the costs are costs for Eligible Activities (ii) all required documentation has been provided, (iii) all costs and all Eligible Activities comply with the Brownfield Plan and Act 381 Work Plan, (iv) all costs are accurately accounted for (*i.e.*, there are not mathematical errors, misplaced decimal points, omitted or duplicated line items, etc.), and (v) there are Net Tax Incremental Revenues from which to make the reimbursement in accordance with the Brownfield Plan and this Agreement.

1. If WBRA determines that the reimbursement request meets the criteria stated above, WBRA shall pay the reimbursement as provided below.
2. If WBRA believes that any part of the reimbursement request does not meet the above criteria, WBRA shall notify requesting party in writing of WBRA's determination and the reasons for that determination. The party requesting reimbursement shall have 30 days to address WBRA's determination. The party requesting reimbursement may meet with WBRA's representatives or, if the WBRA Board consents, meet with WBRA's Board to address questions WBRA's determination.
3. If WBRA and the party requesting reimbursement do not resolve the disputed request for reimbursement as provided in the preceding subsection 2, the disputed items shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If WBRA and the party requesting reimbursement are unable to agree upon a knowledgeable professional, then WBRA shall choose an independent knowledgeable professional and the party requesting reimbursement 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 costs of Eligible Activities in conformance with this Agreement and the Brownfield Plan, 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 Net Tax Incremental Revenues. Regardless of any other provision in this Agreement, any cost that EGLE and/or MSF/MEDC determines in its review and approval of an Act 318 work plan not to be a cost of an Eligible Activity or not in conformance with the Brownfield Plan, the Act 381 Work Plan, or Act 381 will not be reimbursed to any party.

E. Reimbursements will normally be made once annually following collection of the winter tax bill (*i.e.*, in March or April of a year following receipt of taxes levied in the preceding year).

- F. Reimbursement obligations under this Agreement will terminate upon the earliest of any of the following:
1. All Net Tax Incremental Revenues collected or to be collected in compliance with the Brownfield Plan have been expended.
 2. All costs of Eligible Activities conducted in accordance with (i) the Brownfield Plan and (ii) Act 381 Work Plans have been fully paid.

3. Expiration, termination, or abolition of the Brownfield Plan.
4. Reimbursements have been made totaling the maximum aggregate amount of reimbursements stated in the Brownfield Plan.
5. Expiration or termination of this Agreement.
6. If the obligation is to reimburse Developer, any of the following occurs:
 - a. On or before December 31, 2027, the South Parcel is not occupied by an occupant of one or more industrial facility(ies) constructed after the date of this Agreement that total at least 50,000 square feet of occupied and operational indoor area.
 - b. Developer terminates its existence or fails to file documents required to do business in Michigan.
 - c. The South Parcel is put into the control of a receiver or Developer files for bankruptcy or dissolution.

2. 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 as a result of the acts or omissions of Developer, or Developer's officers, directors, employees, agents, contractors, or subcontractors related to Developer's ownership, operation, use or maintenance of the South Parcel during the term of this Agreement, except to the extent resulting from the negligence or actions of any of the Indemnified Persons.

3. Term. This Agreement shall terminate upon the earlier of (i) when all reimbursements required under this Agreement have been made, (ii) expiration of the obligation to make such reimbursements, (iii) expiration, termination or abolition of the Brownfield Plan, or (iv) December 21, 2042.

4. 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 Agreement 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.

C. 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.

D. 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.

E. This Agreement and the rights and obligations under this Agreement are unassignable and nontransferable without the consent of the other parties which shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall 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.

F. 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: _____
Sam Bolt, Mayor Pro Tem

By: _____
Tom Brann, Chair

By: _____
Kelli Vandenberg, City Clerk

By: _____
Nicole Hofert, Secretary

Date signed: November __, 2022

Date signed: November __, 2022

Approved as to form:

Franklin Site 36 LLC

Scott G. Smith, City Attorney

By: _____
Don Shoemaker, Manager

Date signed: November __, 2022

**Attachment C
Declaration of Restrictive Covenant**

Branch :TMI,User :TM51

Comment:

Station Id :LG2D

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13

REC'D KENT COUNTY, MI REC.
2017 AUG 30 AM 9: 22



DECLARATION OF RESTRICTIVE COVENANT

MDEQ Reference No: RC-RRD-201-17-006
Part 201 Site Identification Number: 41000115
USEPA Site Identification Number: MID006020408
MDEQ Approval Date: March 3, 2017

This Declaration of Restrictive Covenant ("Restrictive Covenant") has been recorded with the Kent County Register of Deeds to protect public health, safety, or welfare or the environment pursuant to the applicable provisions of Part 201, entitled "Environmental Remediation," MCL 324.20101 *et seq.* ("Part 201"), of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.101, *et seq.* ("NREPA"), the administrative rules promulgated pursuant to Part 201, Michigan Administrative Code (MAC) R 299.5101 *et seq.*, and the Toxic Substances Control Act, 15 USC 2601 *et seq.* ("TSCA").

This Restrictive Covenant is made by the City of Wyoming Brownfield Redevelopment Authority ("WBRA"), the address of which is 1155 28th Street, Wyoming, MI 49509, the Grantor and current fee title holder of the property legally described and illustrated in Exhibit 1, commonly known as 300 and 301 36th Street SW in the City of Wyoming, Kent County, Michigan, tax identification numbers 41-17-24-201-007 and 41-17-13-455-052 (the "Property"), for the benefit of the Grantee, State of Michigan, Department of Environment Quality, the address of which is 525 West Allegan Street, P.O. Box 30473, Lansing, MI 48909-7973 ("MDEQ").

The recording of this Restrictive Covenant replaces in its entirety the Declaration of Restrictive Covenant and Access Easement dated as of June 27, 2011, and recorded with the Kent County Register of Deeds on July 19, 2011 as Document 20110719-0057582 (the "2011 Restrictive Covenant and Easement"). The 2011 Restrictive Covenant and Easement will be terminated by MDEQ and RACER Properties LLC, after the recordation of this Restrictive Covenant.

This Restrictive Covenant has been prepared and recorded (i) to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination present at the Property, and (ii) to assure that the use of the Property is consistent with the exposure assumptions used to develop the nonresidential clean-up criteria under Part 201, the Low Occupancy clean-up level under TSCA, and the exposure control measures relied upon at the Property.

NRS-866946 PNC PMTTCO



Recording of this Restrictive Covenant with the Kent County Register of Deeds is designed to: (1) restrict land uses at the Property; (2) restrict exposures to groundwater on the Property; (3) provide notification that Polychlorinated Biphenyls (PCB) Remediation Waste (impacted soil) remains on the Property in the areas described and illustrated in Exhibit 2; (4) restrict use of the designated PCB Remediation Waste Areas at the Property to Low Occupancy as described and illustrated in Exhibit 2; (5) require any future work or other activities on the Property by or for the Owner to be conducted in conformance with; i) applicable MDEQ soil relocation requirements including but not limited to MCL 324.20120c and any related administrative rules, ii) applicable due care obligations under MCL 324.20107a and associated administrative rules and guidance, and iii) the Hazardous Waste Operations and Emergency Response Standard (HAZWOPER), 29 CFR, Part 1910; (6) prohibit structures from being constructed on the Property unless the Owner has assessed the potential for vapor intrusion, if any, and has taken steps to address such potential, if necessary, as may be required by applicable laws, rules and regulations; (7) require infiltration management in the designated area of the Property as described and illustrated in Exhibit 3; (8) provide notification that, as of the date of this Restrictive Covenant, impacted soil above the Part 201 non-residential direct contact criteria and particulate soil inhalation criteria remains on the Property in the locations described and illustrated in Exhibit 4, and (9) provide notification that, as of the date of this Restrictive Covenant, residual light non aqueous phase liquid ("LNAPL") potentially remains on the Property in the location described and illustrated in Exhibit 5.

The land or resource use restrictions contained in this Restrictive Covenant are based upon information available to MDEQ at the time this document was recorded and based on laws, rules and regulations in effect at the time this document was recorded. Future changes in the environmental condition of the Property, changes in the cleanup criteria or the cleanup levels included in applicable laws, rules and regulations, the discovery of environmental conditions at the Property that were not known at the time this document was recorded; or use of the Property in a manner inconsistent with the restrictions described herein, may result in the need for additional restrictions to protect the public health, safety, welfare, or the environment, or in the ability to modify restrictions while still protecting the public health, safety, and welfare, and the environment.

This Restrictive Covenant cites laws, rules and regulations in effect at the time it was recorded. To the extent those laws, rules or regulations are subsequently amended, replaced or otherwise superseded, this Amended Restrictive Covenant shall be read to incorporate those amending, replacing or otherwise superseding laws, rules and regulations in place of those currently cited herein.

Information pertaining to the environmental conditions at the Property and the response action undertaken at the Property is on file with the MDEQ, Remediation and Redevelopment Division, Grand Rapids District Office.

Based on the results of Site investigations, the Property contains hazardous substances in soils and groundwater in excess of the concentrations developed as the unrestricted residential



criteria under Section 20120a(1)(a) or (17) of NREPA, 1994 PA 451, as amended, and above TSCA High Occupancy levels per 40 CFR Part 761.3. MDEQ recommends that prospective purchasers or users of the Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 20107a of NREPA.

Definitions

"Grantee" means the MDEQ.

"Grantor" means the WBRA, and any future title holder of the Property or some relevant sub-portion of the Property.

"MDEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

"Owner" means at any given time the then-current fee title holder(s) of the Property or any portion thereof, including the fee title holder's lessees and those persons or entities authorized to act on its behalf. Record legal title to the Property at the time this Restrictive Covenant was recorded was held by the WBRA.

"RACER" means the Revitalizing Auto Communities Environmental Response Trust ("Trust"), which on March 31, 2011 was established and assumed the rights, title, and interest of Motors Liquidation Company in and to the Property pursuant to an Environmental Response Trust Consent Decree and Settlement Agreement ("Settlement Agreement") entered by the U.S. Bankruptcy Court for the Southern District of New York on March 29, 2011, in the case of *In re Motors Liquidation Company*, et al., Debtors, Case No. 09-50026 (REG), among the Debtors, the United States of America, certain states including the State of Michigan, the Saint Regis Mohawk Tribe, and EPLET, LLC, (not individually but solely in its representative capacity as Administrative Trustee of the Trust).

"USEPA" means the United States Environmental Protection Agency, its successor entities, and those persons or entities acting on its behalf.

All other terms used in this document which are defined in Part 3 Definitions, Part 201 of NREPA, Part 201 of Michigan Administrative Rules, TSCA, or 40 CFR 761, shall have the same meaning in this document as in those statutes and rules as on the date this Restrictive Covenant is made.

Summary of Response Activities

Several environmental assessments of the Property and groundwater monitoring events were conducted between 1981 and 2017 to identify and document environmental conditions, and the

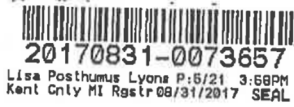


presence at the Property of substances posing an adverse environmental impact as a result of past operations.

Based on these assessments, soil was found to contain certain metals, volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), and PCBs in several discrete areas of the Property at concentrations exceeding the corresponding Part 201 nonresidential drinking water protection, groundwater-surface water interface protection, nonresidential volatilization to indoor air inhalation, non-residential direct contact and/or nonresidential particulate soil inhalation criteria. Concentrations of PCBs found in soil also exceeded the TSCA criteria for bulk PCB Remediation Waste in High Occupancy Areas without further conditions (40 CFR 761.61(1)(4)(i)). The horizontal and vertical extent of soil conditions exceeding non-residential direct contact and particulate soil inhalation criteria were delineated in 2013. Soil remediation activities conducted in 2012 and 2015 included the removal and off-site disposal of approximately 4 to 8 feet of impacted soil in select areas; a total of approximately 5,800 tons. These areas were backfilled and restored. Post-excavation soil sampling and analyses indicate the presence of certain metals and benzo(a)pyrene exceeding Part 201 non-residential direct contact and particulate soil inhalation criteria, and PCBs exceeding the TSCA criteria for bulk PCB Remediation Waste in High Occupancy Areas, without further conditions, remain in limited areas. See Exhibit 4 for locations where soil with concentrations of specific constituents exceed Part 201 non-residential direct contact and/or particulate soil inhalation cleanup criteria. An area in the northwestern portion of the Property containing exceedances of Part 201 cleanup criteria for protection of the groundwater-surface water interface is a concern because of the proximity of the area to Cole Drain, which runs near the northwestern Property boundary.

Based on the environmental assessments and groundwater monitoring, groundwater at the Site was found to contain VOCs, PAHs, and/or metals exceeding Part 201 non-residential drinking water criteria and/or the groundwater-surface water interface criteria.

Based on past observation of LNAPL in monitoring wells at the Property, residual LNAPL, as defined in MDEQ's June 2014 Non-Aqueous Phase Liquid (NAPL) Characterization, Remediation, and Management for Petroleum Releases, RRD Resource Materials-25-2014-01, may remain on the Property. As of the date of this Restrictive Covenant there is no observable LNAPL in monitoring wells at the Property. The Potential Residual LNAPL Area is described and illustrated in Exhibit 5. This LNAPL contains mineral spirits/mineral seal oil and/or hydraulic oil. Contaminants present in the Potential Residual LNAPL Area were properly characterized and assessed, and will remain in place at the Property. The potential for the presence of residual LNAPL exists from approximately seventeen (17) to twenty-five (25) feet below ground surface (approximately from 655 to 663 feet above mean sea level, at the time this Restrictive Covenant was recorded. The restrictions provided for in this Restrictive Covenant serve to prevent unacceptable exposure to hazardous substances as a result of possible conditions created by the potential presence of residual LNAPL in soil and groundwater that may exceed the unrestricted nonresidential criteria under Section 20120a(1)(a) of NREPA.



At the time this Restrictive Covenant was recorded, RACER was pursuing a No Further Action determination for the Property from MDEQ.

NOW THEREFORE,

Declaration of Land Use or Resource Use Restrictions

Grantor as the current fee title holder of the Property hereby declares and covenants that the Property shall be subject to the following restrictions and conditions and intends that said restrictions and covenants shall run with the land, and may be enforced, as provided herein, in perpetuity against the Owner by the following entities: (1) MDEQ; (2) USEPA; (3) WBRA; and (4) RACER or its successor.

1. Land Use Prohibitions. The Owner shall not make any use and shall prohibit all uses of the Property that are not compatible or consistent with the exposure assumptions for the nonresidential cleanup criteria established pursuant to Section 324.20120a(1)(b) of NREPA, and generally described in the Description of Allowable Uses, attached hereto as Exhibit 6.

Part 201 cleanup criteria for land use-based response activities are located in the Government Documents Section of the State of Michigan Library, MCL 324.201201, *et seq.*, effective December 31, 2013, and MAC R 299.5701 – R 299.5727, also effective December 31, 2013.

The Owner shall prohibit uses of the PCB Waste Remediation Areas delineated on Exhibit 2 (soil containing less than 10 milligrams/kilogram (mg/kg or ppm) PCBs) not consistent with Low Occupancy, as defined in 40 CFR 761.3. The Owner must apply to USEPA, under 40 CFR 761.61(a), for approval to change the Low Occupancy use restriction.

2. Notification of PCB Remediation Waste. This provision provides the notification required by 40 CFR Part 761.61(a)(8)(i)(A) that PCB Remediation Waste is present on the Property. PCB Remediation Waste (soil containing less than 10 ppm) is present in two areas at the Property as delineated in Exhibit 2 (the "PCB Remediation Waste Areas"). These areas are designated Low Occupancy Areas.
3. Activities Prohibited. The Owner shall prohibit activities on the Property that may result in exposures above the nonresidential land use category and, for Low Occupancy levels for the PCB Remediation Waste Areas. These prohibited activities include:
 - a. No drinking water or irrigation wells exist on the Property at the time of the execution of this Restrictive Covenant and no drinking water or irrigation wells may be installed or used on the Property.



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- b. No groundwater extraction wells may be installed or used on the Property except for wells and devices that are part of an MDEQ-approved response activity and for short-term dewatering for construction purposes, provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable environmental laws and does not cause or result in a new release, exacerbation of any pre-existing environmental condition, or any other violation of environmental laws.
- c. No contaminated soils, if any, may be relocated on the Property except as provided for under Part 201, Section 20120c, MCL 324.20120c.
- d. No "treatment", "storage", "disposal", or "release" of any Hazardous Substances, on, at, or below the Property, in a manner that would require a permit under the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.* ("RCRA"), or equivalent state law, except pursuant to a plan or permit approved in writing by MDEQ as provided by applicable laws, rules and regulations.
- e. No construction or occupying any structure on the Property without first completing one of the following options. Option 1: Evaluate and demonstrate to the satisfaction of MDEQ, in accordance with applicable environmental laws, rules, or regulations that no unacceptable vapor intrusion risks to human health exist in any existing or newly constructed site buildings. Option 2: With concurrence from the MDEQ, install, operate, and maintain a vapor barrier and/or mitigation system designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into any building at concentrations greater than applicable criteria. This prohibition does not apply to short-term occupancy of a building for purposes of construction, renovation, repair, or other short-term activities as long as adequate health and safety precautions are employed during these activities, and they are performed in compliance with Section 20107a of NREPA.
- If Option 2 above is selected, the Owner shall install and, until MDEQ concurs that it is no longer necessary in accordance with Option 1, thereafter maintain a vapor barrier and/or install and thereafter operate and maintain a vapor intrusion mitigation system in accordance with applicable standards and criteria at the time, for the purpose of mitigating the potential intrusion of soil vapor below any building constructed on the property after the date of this Restrictive Covenant.
- f. No removal of the existing surface cover or activities that otherwise increase infiltration in the Infiltration Management Area, which is delineated in Exhibit 3. The existing surface cover in the Infiltration Management Area shall be maintained so that the cover minimizes infiltration. New or different surface cover that is equally or more effective as the existing cover in preventing

Page 6 of 21

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Page 6 of 21

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Infiltration may be installed if the new or different cover is approved by MDEQ. In addition, the Owner shall not construct or install subgrade utilities, structures or other features in the Infiltration Management Area unless the construction incorporates engineering controls designed to eliminate the potential for perched water to enter the utility and/or migrate along the utility corridor, or for the utility/structure/feature to release fluids that could infiltrate through the subsurface and exacerbate impacts to groundwater. The construction details for any such utility, structure or feature shall be approved by MDEQ prior to its construction.

- g. No excavation or other intrusive activity within the PCB Remediation Waste Areas unless such work is performed in compliance with 40 CFR 1910.120, and shall not result in the exposure to workers not wearing required personal protective equipment (PPE).
 - h. No disturbing or damaging any monitoring wells (if present) on the Property without the prior written approval of MDEQ. If reasonably needed to accommodate development of the Property, Grantor or the Owner may request in writing to MDEQ and RACER at the addresses provided in Paragraph 7, to relocate or remove RACER's monitoring wells. MDEQ, after considering any written comments made by RACER, may approve such a request. RACER, MDEQ, and USEPA shall be provided access by the Owner to and use of any relocated monitoring wells.
4. Removal of Pavement. If the Owner elects to remove any slabs, pavement or other impervious surface on the Property, Owner shall be responsible for any and all obligations under environmental laws arising from any such removal, alteration or disturbance, whether or not caused by, arising from or related to, an environmental condition.
 5. Contaminated Soil Management. The Owner shall manage contaminated soils, media and/or debris (if any) and all other soils located on the Property in accordance with any applicable requirements of Part 111, the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976 (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 USC 6901 et seq., the administrative rules promulgated pursuant to Part 111 and RCRA, TSCA, and all other relevant state and federal laws, including but not limited to MCL 324.20120c.
 6. Access. The Owner shall grant MDEQ, USEPA, WBRA, and RACER the right to enter the Property at reasonable times: (1) to conduct and complete any and all response activities, together with any reasonably needed ingress and egress to the Property; and (2) for the purpose of determining and monitoring compliance with this Restrictive Covenant, including the right to take samples and, inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Part 111 and Part



201, or 40 CFR 761. To the extent reasonably feasible, such entry shall occur at times and under conditions as are reasonably acceptable to the Owner and occupants of the Property and in compliance with security, safety, and other protocols of the Owner and occupants of the Property.

- 7. Notices. Any notice, demand, request, consent, approval, or communication that is required to be made or obtained under this Restrictive Covenant shall be made in writing; include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant; include the USEPA Identification Number: MID008020408; and MDEQ Reference Number: RC-RRD-201-17-006; and shall be served either personally, or sent via first class mail, postage prepaid, as follows:

For MDEQ:

Michigan Department of Environmental Quality
 Remediation and Redevelopment Division
 350 Ottawa N.W.
 Grand Rapids, MI 49503

For USEPA:

Director
 Land and Chemicals Division (DR-8J)
 U.S. Environmental Protection Agency, Region 5
 77 West Jackson Blvd.
 Chicago, IL 60604

with a copy to:

Office of Regional Counsel (C-14J)
 U.S. Environmental Protection Agency, Region 5
 77 West Jackson Blvd.
 Chicago, IL 60604

For WBRA:

City of Wyoming Brownfield Redevelopment Authority
 c/o City Manager
 1155 28th Street
 Wyoming, MI 49509

with a copy to:

City of Wyoming
 c/o City Clerk
 1155 28th Street



Wyoming, MI 49509

For RACER:

General Counsel
 RACER Trust
 500 Woodward Avenue, Suite 2650
 Detroit, MI 48226

with a copy to:

Michigan Cleanup Manager
 RACER Trust
 500 Woodward Avenue, Suite 2650
 Detroit, MI 48226

- 8. Conveyance of Property Interest. The Owner shall provide notice to the MDEQ, USEPA, WBRA, and RACER at the addresses provided in Paragraph 7, of the Owner's intent to transfer any interest in the Property at least fourteen (14) days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without providing the prospective grantee a copy of this Restrictive Covenant and referring the prospective grantee to MCL 324.20116. The notice required to be made under this Paragraph shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant. Owner shall include in any instrument conveying any interest in any portion of the Property, including, but not limited to, deeds, leases, and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF RESTRICTIVE COVENANT DATED _____ [month, day, year], AND RECORDED WITH THE KENT COUNTY REGISTER OF DEEDS, LIBER _____, PAGE _____.

The Owner shall provide a copy of this Restrictive Covenant to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest.

- 9. Term. This Restrictive Covenant shall run with the Property and shall be binding on the Owner, and all current and future successors, lessees, easement holders, their assigns, and their authorized agents, employees, or persons acting under their direction and control.
- 10. Modification/Release/Rescission. Grantor or Owner may request in writing to MDEQ and RACER, with a copy to USEPA and WBRA at the addresses provided in Paragraph 7, modifications to, or release or rescission of, this Restrictive Covenant. This Restrictive Covenant may be modified, released or rescinded only with the written



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approval of MDEQ and RACER, after considering any written comments made by USEPA and WBRA. A modification of any provision of this Restrictive Covenant concerning requirements under TSCA or RCRA or affecting the PCB Remediation Waste Areas shall require approval of USEPA and RACER, and any request for such a modification shall be made to USEPA and RACER, with copies to the MDEQ and WBRA. RACER shall approve a modification, release, or rescission of this Restrictive Covenant in support of the Property's redevelopment, unless RACER in good faith reasonably believes that by so approving, the scope of RACER's environmental obligations with respect to the Property, and the associated costs of such obligations, would expand beyond RACER's allocated "Minimum Estimated Property Funding" and "Reserve Property Funding" for the Property. Any approved modification to, or release or rescission of, this Restrictive Covenant shall be filed with the appropriate Registrar of Deeds by the Grantor or Owner and a certified copy shall be returned to MDEQ, USEPA, WBRA, and RACER, at the addresses provided Paragraph 7.

11. Compliance with this Restrictive Covenant and Applicable Due Care Obligations. The Owner shall at all times comply with the conditions and restrictions of this Restrictive Covenant and the applicable due care obligations under Section 20107a of NREPA and CERCLA, 42 U.S.C. §§ 9601, et seq. Owner shall maintain records of its applicable due care activities and shall supply copies of any records documenting such compliance upon request from MDEQ, USEPA, WBRA, or RACER.
12. Enforcement. MDEQ, USEPA, WBRA, and RACER are entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against the current and subsequent Owners of all or part of the Property. All remedies available hereunder shall be in addition to any and all other remedies at law or equity.
13. Severability. If any provision of this Restrictive Covenant is held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions of this Restrictive Covenant and all other provisions shall continue to remain in full force and effect.
14. Limitation on RACER's Liability. RACER's and the Administrative Trustee's liability are limited by the terms and conditions of the Settlement Agreement, which are incorporated herein by reference.
15. Authority to Execute Restrictive Covenant. The execution of this Restrictive Covenant by the WBRA was authorized by a resolution of the WBRA Board of Directors at a meeting held on June 19, 2017.
16. Miscellaneous.
 - a) Controlling Law. The interpretation and performance of this Restrictive Covenant shall be governed by the laws of the United States as to the obligations referred



to in the Settlement Agreement and the laws and regulations of the State of Michigan for all other purposes hereunder (without reference to choice of laws principles thereof). The right to enforce the conditions and restrictions in this Restrictive Covenant are in addition to other rights and remedies that may be available, including, but not limited to, administrative and judicial remedies under CERCLA or Part 201 of the NREPA.

- b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant shall be liberally construed to affect the purpose of this Restrictive Covenant, and the policy and purpose of TSCA, RCRA, and the land use restrictions and prospective use limitations required by Part 201. If any provision of this Restrictive Covenant is found to be ambiguous, an interpretation consistent with the purpose of this Restrictive Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c) Entire Agreement. This Restrictive Covenant and its attachments and appendices supersedes all prior discussions, negotiations, understandings, or agreements relating specifically to this Restrictive Covenant, all of which are merged herein.

[signature page follows]



IN WITNESS WHEREOF, WBRA has caused this Restrictive Covenant, MDEQ Reference Number: RC-RRD-201-17-006, to be executed on this 7th day of August, 2017.

CITY OF WYOMING BROWNFIELD REDEVELOPMENT AUTHORITY

By: [Signature]
Tom Brann, Chairperson

By: [Signature]
Megan Sall, Secretary

STATE OF MICHIGAN _____)
COUNTY OF KENT _____) ss.

The foregoing instrument was acknowledged before me this 7th day of August, 2017, by Tom Brann and Megan Sall, the Chairperson and Secretary, respectively of the Board of Directors of City of Wyoming Brownfield Redevelopment Authority, on behalf of said authority.

Notary Public: [Signature]

My commission expires: May 18, 2018

JENNIFER R. STOWELL
NOTARY PUBLIC - STATE OF MICHIGAN
OTTAWA COUNTY
MAY 18, 2018

This document is exempt from state and county transfer taxes pursuant MCL 207.505(a) and MCL 207.526(a).

Prepared by and return to:
Carl Garvey, General Counsel
RACER Trust
500 Woodward Avenue, Suite 2650
Detroit, MI 48226

When Recorded Return to: [Signature]
First American Title Insurance Company
National Commercial Services
900 Wilshire Drive, Suite 260
Troy, MI 48064
File No. NCS 866946



EXHIBIT 1

LEGAL DESCRIPTION AND ILLUSTRATION OF PROPERTY

Land situated in the City of Wyoming, Kent County, Michigan and more particularly described as follows:

300 36th St SW – Tax identification number - 41-17-24-201-007

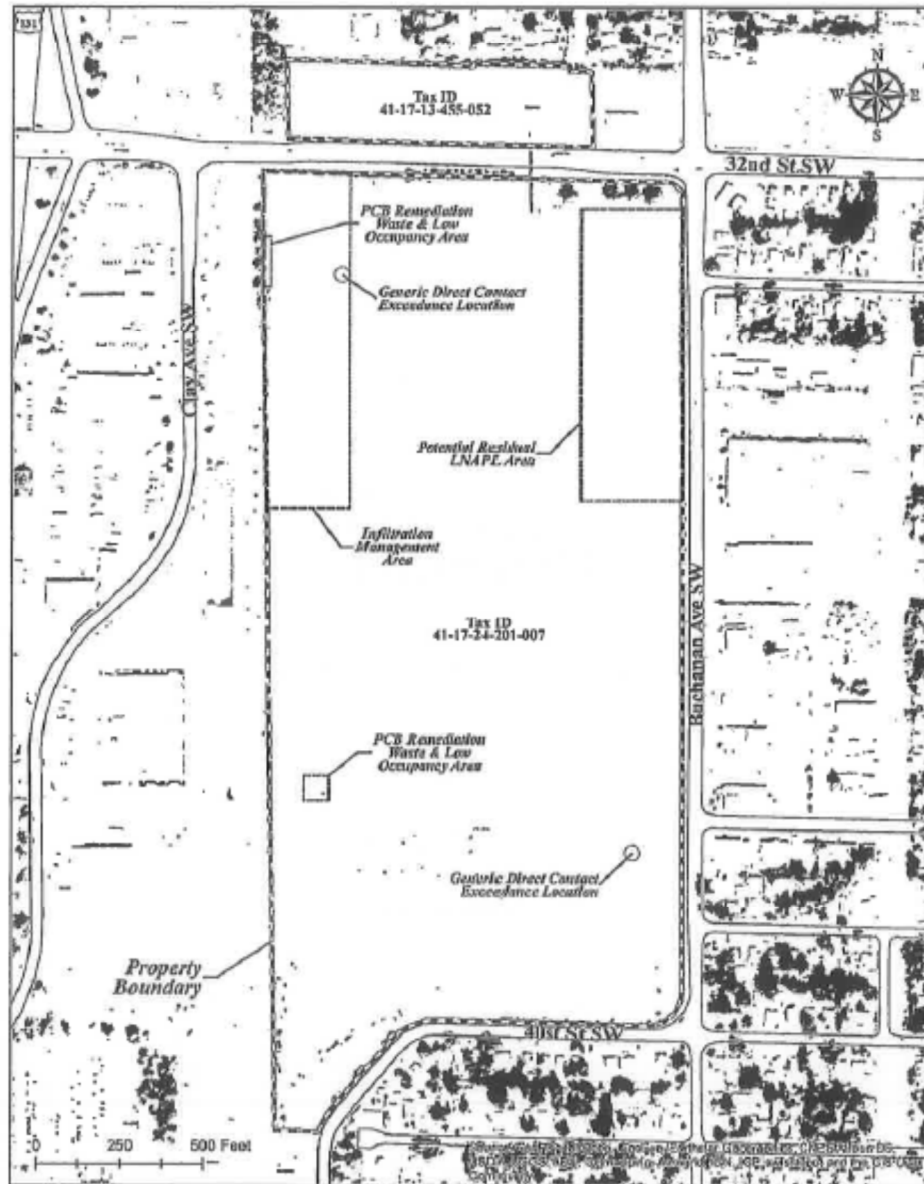
78THAT PART OF W 1/2 NE 1/4 LYING E OF E LINE OF CONRAIL RR RW / 100 FT WIDE/ & LYING S OF SLY LINE OF 36TH ST /100 FT WIDE/ EX COM AT INT OF S LINE OF NE 1/4 & W LINE OF BUCHANAN AVE / 80 FT WIDE/ TH N 87D 69M 30S W ALONG E&W 1/4 LINE 828.27 FT TH N 47D 10M 30S E 46.67 FT TO N LINE OF S 33 FT OF NE 1/4 TH S 87D 49M 30S E 695.3 FT TH NELY 125.8 FT ALONG A 101.8 FT RAD CURVE LT /LONG CHORD BEARS N 56D 46M 24S E 117.95 FT/ TO W LINE OF SD AVE TH SLY 101.4 FT TO BEG * SEC 24 T8N R12W 74.92 A. * ALSO LOTS 147 TO 152 INCL & PART OF LOTS 144 145 146 153 154 & 155 & PART OF VACATED PORTIONS OF FLOYD ST & 40TH ST & DR LYING W OF LOTS 148 & 149 ALL BEING DESC AS - COM AT NW COR OF SD PLAT TH S 87D 49M 30S E ALONG N LINE OF SD PLAT 358.58 FT TO WLY LINE OF RELOCATED STAFFORD AVE /66 FT WIDE/ TH SWLY ALONG WLY LINE OF SD AVE 37.04 FT ALONG A 165.0 FT RAD CURVE LT /LONG CHORD BEARS S 48D 52M 25S W 36.97 FT TH S 42D 26M 30S W ALONG SD WLY LINE 243.88 FT TH SWLY ALONG SD WLY LINE 117.22 FT ALONG A 290.59 FT RAD CURVE LT /LONG CHORD BEARS S 30D 53M 08S W 116.42 FT/ TO A PT 16.51 FT S 0D 02M 30S E & 0.43 FT S 87D 49M 30S E FROM SW COR OF LOT 146 TH N 87D 49M 30S W PAR WITH S LINE OF LOT 148 & SD S LINE EXT 132.43 FT TO W LINE OF SD PLAT TH N 313.78 FT M/L TO BEG * MCQUEEN DOYLE PARK NO.1*

301 36th St SW – Tax identification number - 41-17-13-455-052

411713455052 LOT 883 EX N 9 FT ALSO LOT 884 & 885 ALSO THAT PART OF LOTS 886 TO 891 INCL LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO LOTS 892 & 893 ALSO LOT 894 EX N 9 FT ALSO LOT 922 ALSO THAT PART OF LOT 923 LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO THAT PART OF VACATED PORTION OF HILLCROFT AVE /60 FT WIDE/ DESC AS - COM 249 FT N ALONG E LINE OF SD AVE FROM SW COR OF LOT 891 TH S ALONG SD E LINE TO N LINE OF 36TH ST /100 FT WIDE/ TH W ALONG SD N LINE TO W LINE OF SD VACATED AVE TH N ALONG SD W LINE TO A PT 249 FT N ALONG SD W LINE FROM SE COR OF LOT 923 TH E TO BEG ALSO THAT PART OF VACATED PORTION OF BIRCHWOOD AVE /80 FT WIDE/ DESC AS - COM AT SE COR OF LOT 885 TH N ALONG W LINE OF SD VAC AVE 122 FT TH E TO A PT ON E LINE OF SD VACATED AVE 122 FT N ALONG SD E LINE FROM SW COR OF LOT 842 TH S ALONG E LINE OF SD VACATED ST TO SW COR OF LOT 841 & TO N LINE OF 36TH ST /100 FT WIDE/ TH W ALONG SD N LINE TO W LINE OF SD VACATED ST TH. N TO BEG * HOME ACRES NO.2 SPLIT ON 07/02/2009 FROM 41-17-13-455-044, 41-17-13-455-046, 41-17-13-455-048; SPLIT/COMBINED ON 01/08/2013 FROM 41-17-13-455-050, 41-17-13-455-049, 41-17-13-455-051;

20170831-0073657

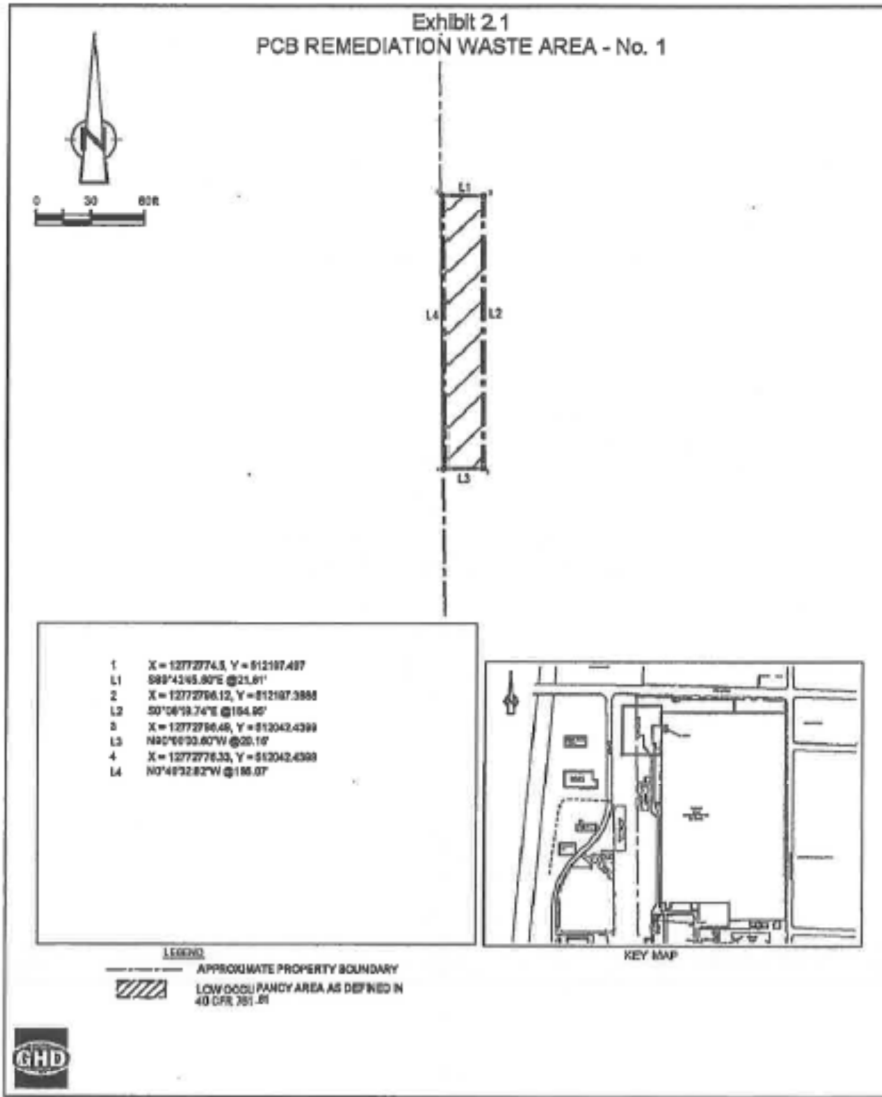
Lisa Posthusus Lyons P:14/219:58PM
Kent Cnty MI Regstr 08/31/2017 SEAL



20170831-0073657
 Lisa Posthumus Lyons P:16/213:66PM
 Kent Only MI Regstr:09/31/2017 SEAL

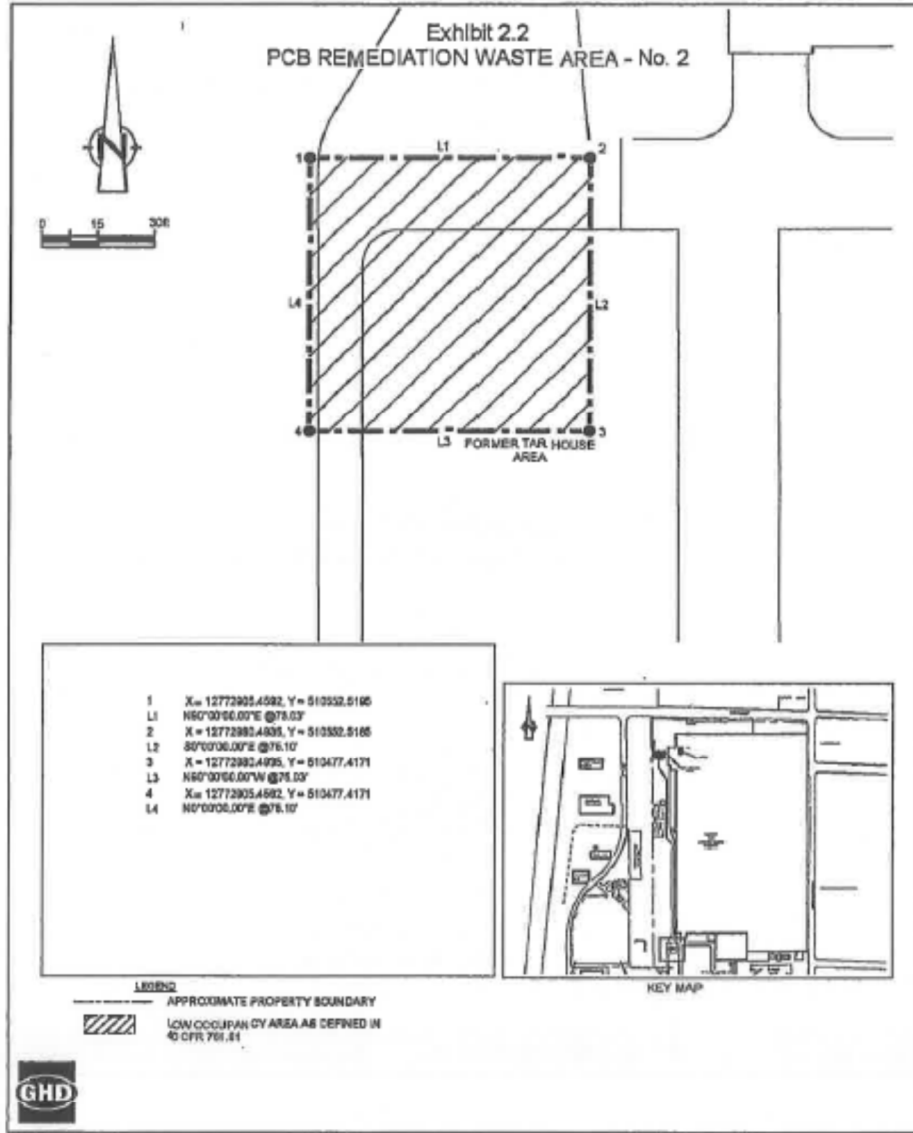
EXHIBIT 2

DESCRIPTION AND ILLUSTRATION OF PCB WASTE REMEDIATION AREAS





20170831-0073657
Lisa Posthumus Lyons P:16/213:SBPM
Kent Only MI Rgsr:08/31/2017 SEAL



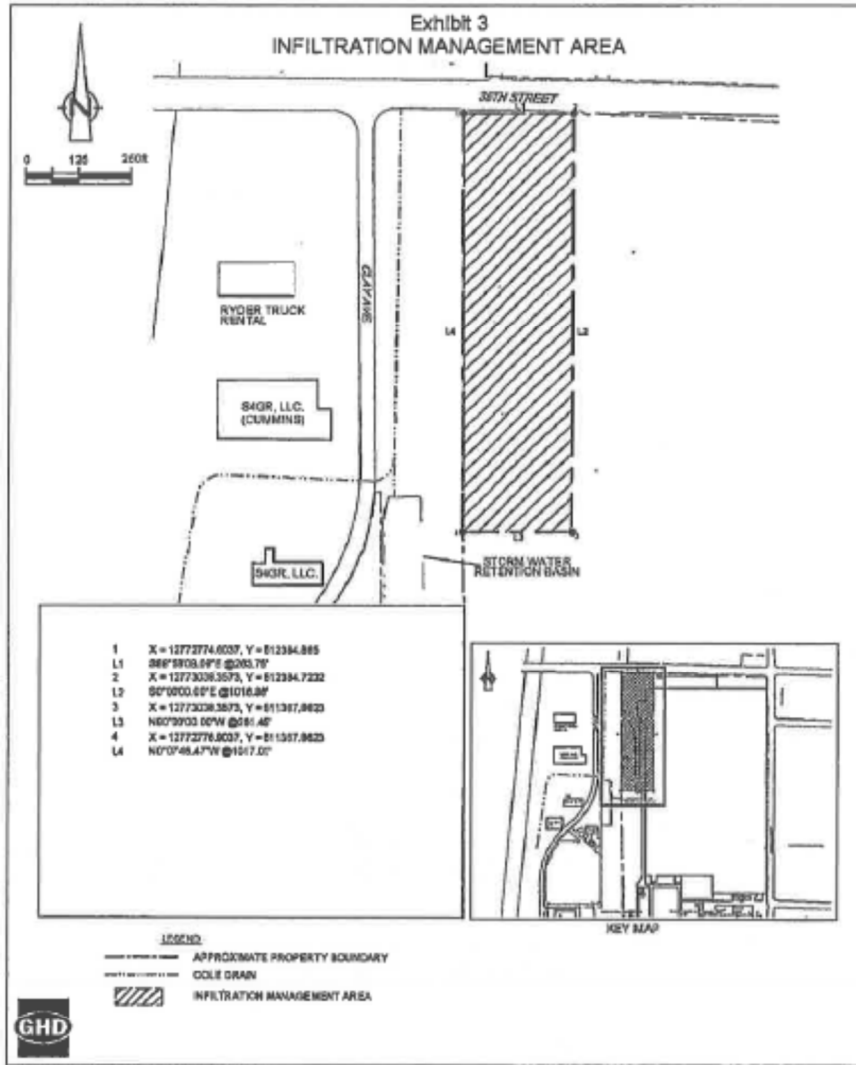


20170831-0073657

Lisa Posthuma Lyons P:17/21 3:58PM
Kent Cnty MI Restr:08/31/2017 SEAL

EXHIBIT 3

DESCRIPTION AND ILLUSTRATION
OF INFILTRATION MANAGEMENT AREA

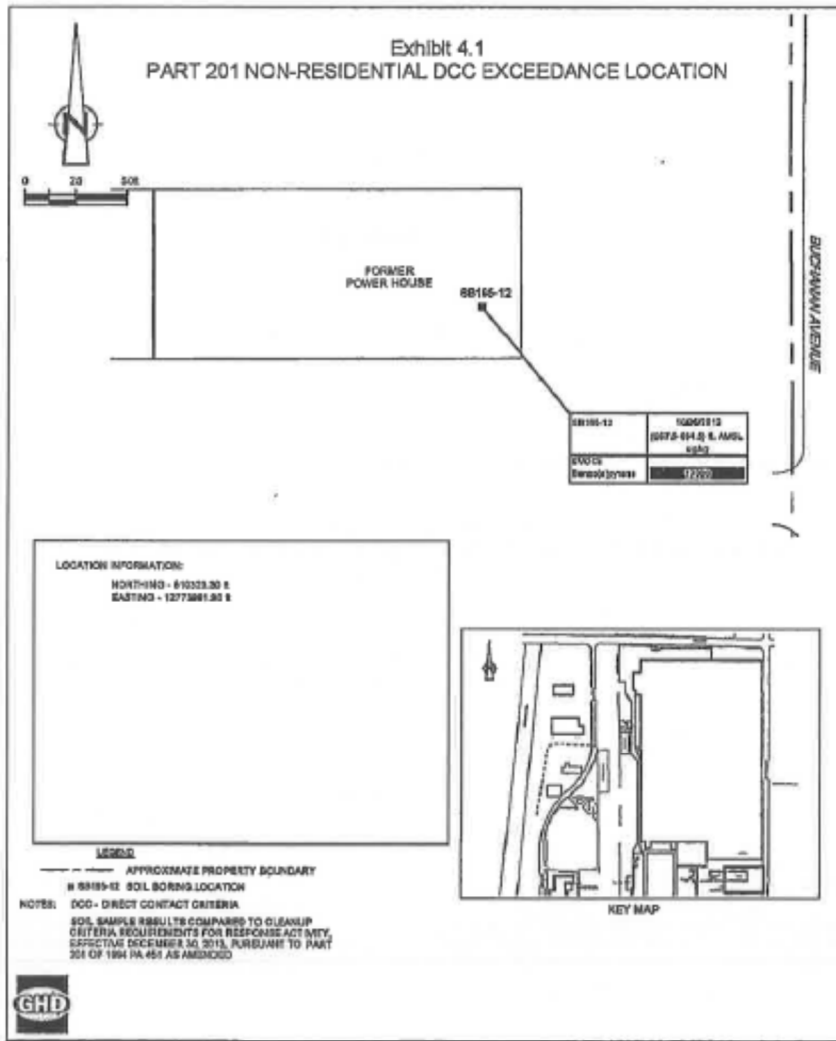




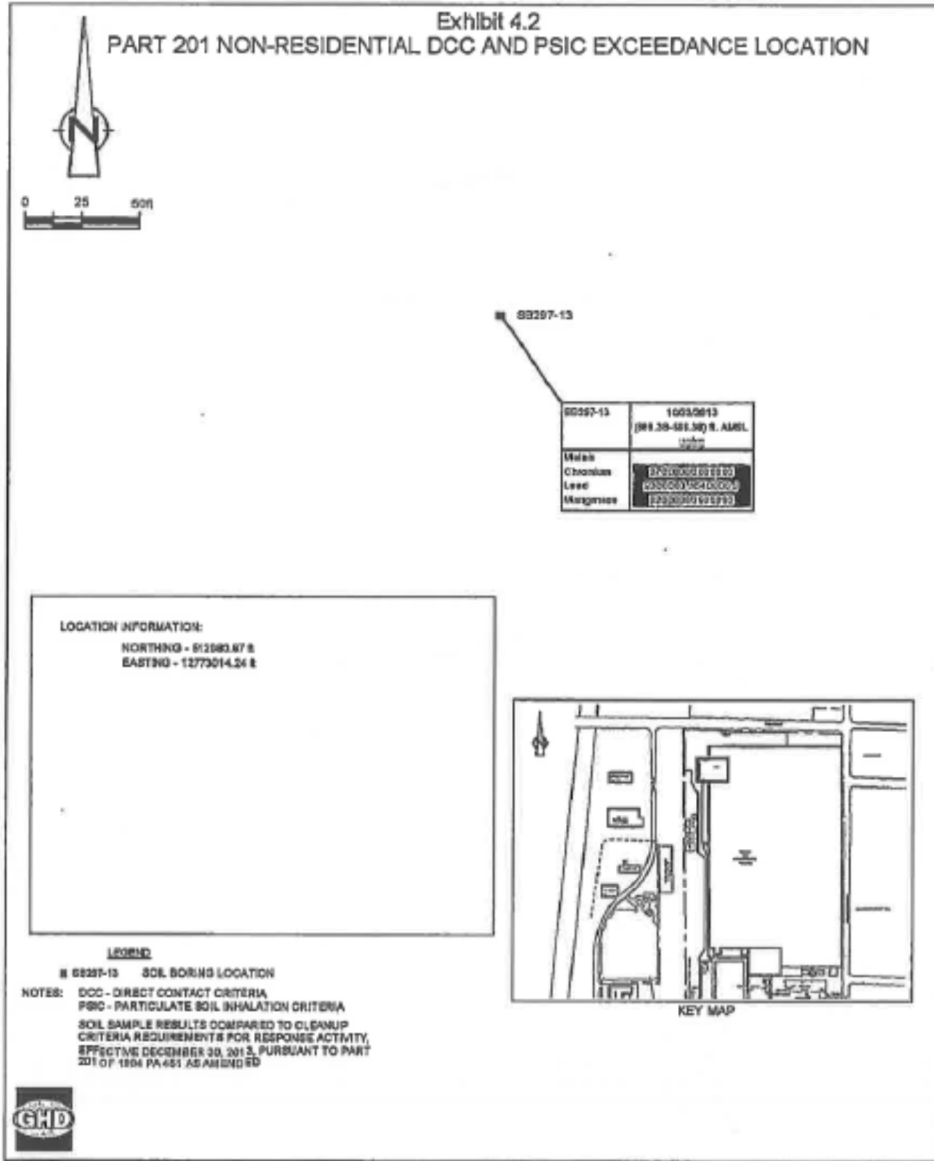
Lisa Posthuma Lyons P: 11/21 3:59PM
Kent Only RE Restr: 09/31/2017 SERIAL

EXHIBIT 4

SOIL SAMPLE LOCATIONS WITH CONCENTRATIONS THAT EXCEED THE PART 201
NONRESIDENTIAL SOIL DIRECT CONTACT AND/OR PARTICULATE SOIL
INHALATION CLEANUP CRITERIA




20170831-0073657
 Lisa Posthumus Lyons P:19/21 3:58PM
 Kent Cnty MI Restr:09/31/2017 SEAL





20170831-0073657
Lisa Posthumus Lyons P:20/213:56PM
Kent City MI Restr:00/31/2017 SEAL

EXHIBIT 5

POTENTIAL RESIDUAL LNAPL

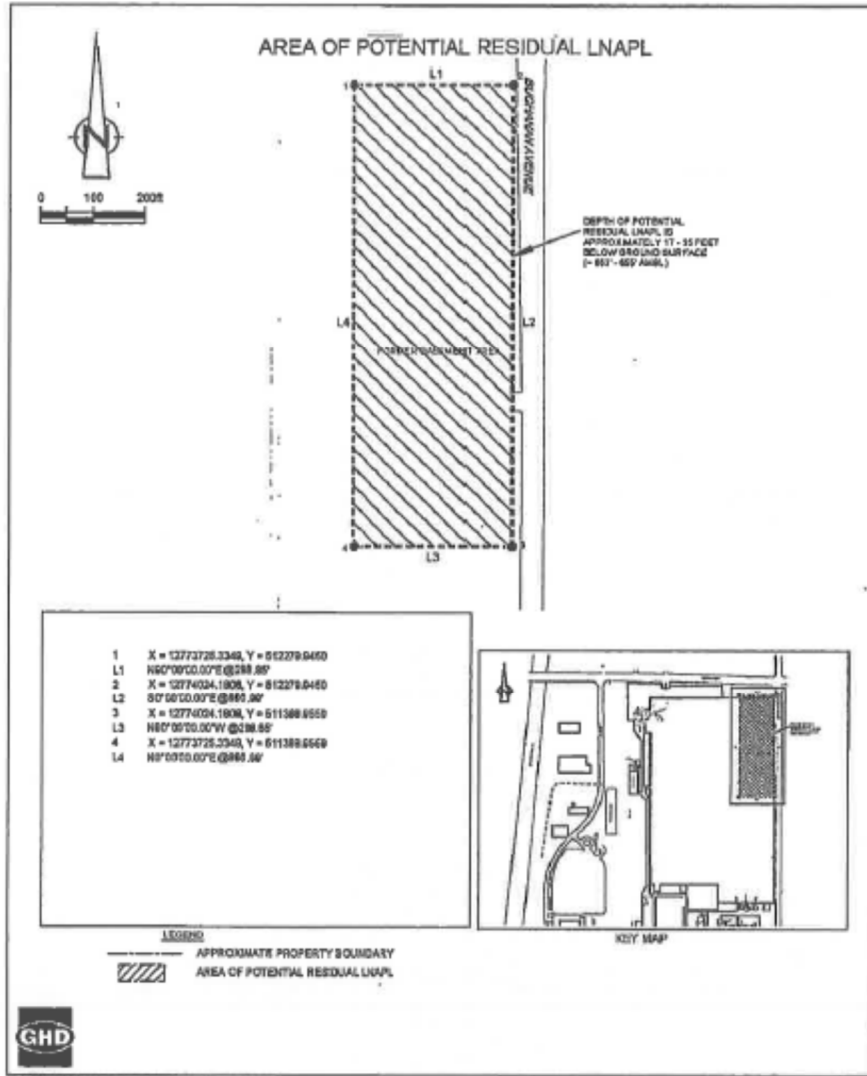




EXHIBIT 6

DESCRIPTION OF ALLOWABLE USES

Nonresidential Land Use: This land use is characterized by any use which is not residential in nature and is primarily characterized by industrial and commercial uses. Industrial uses typically involve manufacturing operations engaged in processing and manufacturing of materials or products. Other examples of industrial uses are utility companies, industrial research and development, and petroleum bulk storage. Commercial uses include any business or income-producing use such as commercial warehouses, lumber yards, retail gas stations, auto dealerships and service stations, as well as office buildings, banks, and medical/dental offices (not including hospitals). Commercial uses also include retail businesses whose principal activity is the sale of food or merchandise within an enclosed building and personal service establishments which perform services indoors such as health clubs, barber/beauty salons, photographic studios, etc.

Any residential use is specifically prohibited from the non-residential land use category. This would include the primary use of the property for human habitation and includes structures such as single family dwellings, multiple family structures, mobile homes, condominiums, and apartment buildings. Residential use is also characterized by any use which is intended to house, educate, or provide care for children, the elderly, the infirm, or other sensitive populations, and therefore could include day care centers, educational facilities, hospitals, elder care facilities, and nursing homes. The use of any accessory building or portion of an existing building as a dwelling unit permitted for a proprietor or storekeeper and their families, located in the same building as their place of occupation, or for a watchman or caretaker is also prohibited. Any authority that allows for residential use of the Property as a legal non-conforming use is also restricted per the prohibitions contained in this restrictive covenant.

Low Occupancy Area: As defined in 40 CFR 761.3, low occupancy area means any area where PCB Remediation Waste has been disposed of on-site and where occupancy for any individual not wearing dermal and respiratory protection for a calendar year is: less than 840 hours (an average of 16.8 hours per week) for non-porous surfaces and less than 335 hours (an average of 6.7 hours per week) for bulk PCB Remediation Waste. Examples could include an electrical substation or a location in an industrial facility where a worker spends small amounts of time per week (such as an unoccupied area outside a building, an electrical equipment vault, or in the non-office space in a warehouse where occupancy is transitory).

GRAPIDS 57721-12 456931v1

**Attachment D
No Further Action Letter**



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
GRAND RAPIDS DISTRICT OFFICE



C. HEIDI GRETHER
DIRECTOR

March 13, 2018

RECEIVED

MAR 16 2018

GHD PLAINWELL

Mr. David Favero
Revitalizing Auto Communities Environmental Response (RACER) Trust
500 Woodward Avenue
Suite 2650
Detroit, Michigan 48226

Dear Mr. Favero:

SUBJECT: Notice of Approval of No Further Action Report for the Properties located at 300 and 301 36th Street, SW, Wyoming, Kent County, Michigan
Facility ID No.: 41000115

The Department of Environmental Quality (DEQ), Remediation and Redevelopment Division (RRD), has reviewed the No Further Action (NFA) Report submitted by RACER Trust on February 9, 2018. The NFA Report was submitted under Section 20114d of Part 201 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). Based on this review, the NFA Report has been approved.

The DEQ has determined that the remedial action described in the NFA Report satisfies the requirement of Part 201 for the limited nonresidential cleanup category as provided for in Section 20120a(1) of the NREPA. Therefore, the NFA Report is approved for the properties located at 300 and 301 36th Street, SW, Wyoming, Kent County, Michigan. The Limited-Nonresidential NFA covers all hazardous substances in all media found at the properties; and this correspondence serves as the No Further Action Letter as defined by Section 20101(1)(ee) of the NREPA.

As provided in Section 20126(4)(e) of the NREPA, a person with an approved NFA Report has an exemption to liability for the environmental contamination addressed in the NFA Report, but may be subject to liability for environmental conditions under the circumstances described in that subparagraph.

The DEQ's approval is based upon representations and information contained in the NFA Report for 300 and 301 36th Street, SW, Wyoming, Kent County, Michigan that addresses all hazardous substances in all media found at the properties.

The DEQ expresses no opinion as to other contaminants or areas beyond those identified and addressed as described in the NFA Report. The DEQ makes no warranty as to the fitness of these properties for any general or specific use, and prospective purchasers or users are advised to use due diligence prior to acquiring any interest in or using these properties. The State reserves the right to take an action against RACER Trust if it discovers at any time that any material information provided by RACER Trust in the NFA Report was false or misleading.

STATE OFFICE BUILDING • 350 OTTAWA AVENUE, NW • UNIT 10 • GRAND RAPIDS, MICHIGAN 49503-2341
www.michigan.gov/deq • (616) 356-0500

All documents and data prepared, acquired, or relied upon in connection with this NFA Report must be maintained for not less than ten years after this approval pursuant to Section 20114d(7) of the NREPA, and shall be made available to the DEQ upon request.

If you have additional questions regarding this matter, please contact, the Project Manager, Darlene Pearson, at the Grand Rapids District Office, 616-356-0023; PearsonD1@michigan.gov; or you may contact me.

Sincerely,



Abigail Hendershott
District Supervisor
Grand Rapids District Office
Remediation and Redevelopment Division
616-888-0528

cc: Ms. Jennifer Quigley, GHD
Ms. Darlene Pearson, DEQ

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM SABO PR
TO PROVIDE COMMUNICATION SERVICES AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Sabo PR to provide communication services related to the 2023 Public Safety ballot proposal in the total estimated amount of \$15,750.00.
2. Funds for the services will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Sabo PR to provide communication services.
2. The City Council does hereby approve the attached budget amendment.
3. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Contract/Proposal

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

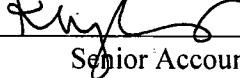
Date: December 5, 2022

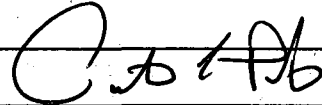
Budget Amendment No. 052

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$15,750 of budgetary authority to provide the necessary funds for the communications campaign related to the May 2023 Funding for the Future ballot proposal.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
City Council - Communications - Other Services				
101-101-10300-956.000	\$ 120,100.00	\$ 15,750.00		\$ 135,850.00
<u>Fund Balance/Working Capital (Fund 101)</u>			\$ 15,750.00	

Recommended: 
Senior Accountant


City Manager

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

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: November 29, 2022
Subject: May 2023 Millage Communications Proposal
From: Brianna Pena, Communications Specialist
Meeting Date: December 5, 2022

RECOMMENDATION:

It is recommended City Council accept a proposal and enter into an agreement with Sabo PR to provide communication services related to the May 2, 2023 ballot proposal.

DISCUSSION:

At the November 28, 2022, council meeting, City Council adopted resolution number 27526 adopting and proposing elector approval of an amendment to the City Charter to provide for levy of additional property tax at the May 2, 2023, special election to support fire services, police and law enforcement services and first responder services.

To ensure voters in our community are informed and aware of this proposal, it is essential that effective communication materials are developed to reach voters. Sabo PR provides communication services to the City on an as needed basis and has experience working with the City related to ballot proposals.

The City Manager's office requested a proposal from Sabo PR to provide communication services related to the 2023 Public Safety ballot proposal. Communicating the need is critically important and an educational campaign explaining the ballot proposal in simple terms and lays out the City's future funding needs relating to public safety is important.

This proposal is designed to inform voters and does not include funding for advocacy for or against the proposals. A scope of services is provided in the attached proposal.

BUDGET IMPACT:

There is no budget to support these services because the proposal had not yet been placed on the ballot when the budget was developed. Fund balance will need to be allocated to cover this cost; a budget amendment is required.

The total cost of this contract would be up to \$15,750, which would be allocated from fund balance.

ATTACHMENTS:

Contract/Proposal
Budget Amendment

PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN
(OVER \$8,500)

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

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509.

Professional means Sabo Group, LLC, a Michigan limited liability company of 100 Grandville Ave SW, Ste 301, Grand Rapids, MI 49503, d/b/a Sabo Public Relations, LLC and Sabo PR.

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

Deliverables means the work products of Professional's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

Effective Date means December 6, 2022.

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

Proposal means Professional'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. Professional will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. This is the only agreement between the parties regarding City's engagement of Professional 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 Professional.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk


Date signed: December __, 2022

Approved as to form:



Scott G. Smith, City Attorney

Sabo PR

By:  _____
Mary Ann Sabo, President

Date signed: Nw. 28, 2022

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.** Professional 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.
3. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain, and Professional's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Professional nor any of Professional'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 the last 3 years 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 listed above; and (iv) have within the last 3 years had one or more contracts terminated for cause or default.
 - C. Neither Professional nor Professional's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
4. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that professionals or others engage in for or on behalf of City. Accordingly:
 - A. Professional in (i) employment actions, and (ii) soliciting, bidding or contracting with subcontractors, will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
 - B. Professional will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Professional engages with others on City's behalf, Professional will (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Professional will use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency Plan (part of the Civil Rights Policy on City's website) will comply with this requirement. Professional may coordinate with City staff to obtain any needed language assistance services using City resources.
5. **Ethical Standards.** Professional and Professional's personnel have not and will refrain from: (i) holding or acquiring an interest that conflicts with this Contract; (ii) engaging in an act creating an appearance of impropriety regarding this Contract's award or performance; (iii) attempting or appearing to influence a City officer or employee by a direct or indirect offer of anything of value; and (iv) paying or agreeing to pay a person other than Professional's personnel consideration contingent upon award of this Contract. None of Professional'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 except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.
6. **W-9.** Before beginning work, Professional will e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.
7. **Document Ownership and Use.** All documents Professional generates as part of its services under this Contract, whether in paper, electronic or other media or format, shall belong to City upon City's payment of amounts due Professional under this Contract. City will hold Professional harmless from and indemnify Professional for any liability resulting from the use of those documents for a purpose or project beyond the purposes and projects for which they were provided to City.
8. **Intellectual Property.** Professional guarantees the use of software, copies, records, or other intellectual property provided or used to perform the Services and all deliverables will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of any intellectual property rights by reason of their use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.
9. **Taxes.** City is generally exempt from federal and state taxes. Copies of supporting documents can be requested from City's Finance Department.
10. **Professional Responsibility.** Professional will perform Professional's services under this Contract consistent with the

standard of practice and care of other, similar professionals performing similar services in Michigan.

11. Risk Allocation. Professional is solely responsible for (i) means and methods of the Services, (ii) the conduct of Professional's personnel, and (iii) injuries or property damage occurring while performing the Services. Professional will hold City and City's officers and employees harmless from, indemnify them for, and defend them against all claims made by persons other than City resulting from acts or omissions of Professional or Professional's personnel.

12. Insurance. Professional 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.
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).

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

13. Records. Professional will retain copies of all records related to this Contract for at least 7 years after its completion and, upon City's request, allow inspection, auditing, and copying of the retained records.

14. Assignment/Beneficiaries. None of Professional's rights or duties may be assigned or delegated without City's prior written consent. No other individuals or entities are intended to be beneficiaries of this Contract.

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

EXHIBIT B
PROFESSIONAL'S PROPOSAL



To: John McCarter, Brianna Peña

From: Amy Snow-Buckner, Brian Greenleaf

cc: Curtis Holt, Mary Ann Sabo

Re: Communications for Public Safety Millage Proposal

Date: October 6, 2022

We appreciated the opportunity to connect with Bri recently to discuss the public safety millage proposal that will be considered by the City Council this month. If approved by the Council, the 1.5 mill proposal would be placed on the May 2023 ballot.

Just like the May 2022 income tax proposals, this millage ask would align with the City's commitment to community, safety and stewardship – and, if approved by voters, provide future funding to support critical public safety needs.

Clearly communicating the need and ask is critically important because:

- Voters decisively rejected the income tax proposals in May.
- Wyoming already has a millage for public safety, which could create confusion.
- There's already confusion in the community around federal funding and its sustainability.

As such, an educational campaign that explains the ballot proposal in simple terms and lays out the City's future funding needs around public safety – beyond ARPA and COPS money – is in order.

Based on our conversation, below is what we will plan to handle for this educational campaign. Bri will take care of press releases, media outreach and coordination, the social media calendar and content as well as the Wyoming Record.

1. **Key messages:** We can develop the language that will serve as the foundation of what we communicate about the millage and explain what is being asked of residents, why the need, how the funds will be spent, etc.
2. **Background:** This informational piece will feature the key messages and strong images to convey the need, the ask and the results if the proposal passes. It can be handed out at City offices, mailed to all residents, provided to Council members for distribution, etc. We also can have this translated in Spanish.
3. **FAQs:** We can anticipate and compile common questions residents may ask and craft answers to share on the website and social media. The FAQs can be updated as new questions arise. They can also be used as the basis for

social media posts. Depending on the number of questions, we can create a one-page document to print and display at City offices.

4. **Website:** Just as the City did for this year's ballot proposals, we can dedicate a webpage to the millage that will serve as the central online hub for key messages, FAQs, news, the taxpayer calculator and other information. We can create this content and work with Bri to get it posted to the webpage.
5. **Digital signage:** We can create the design for the billboard on 28th Street and work with Bri on the content for the digital sign in front of City Hall and, if possible, the digital sign at the KDL branch.
6. **Social media graphics:** Based on the social media calendar Bri develops, we can create educational and eye-catching graphics to accompany the steady stream of posts.
7. **Direct mail:** In addition to the backgrounder, we can create a second direct mail piece to coincide with the mailing of absentee ballots.
8. **Business card:** Mayor-elect Vanderwood has indicated he would like a business card that includes a few key points and a QR code that takes folks directly to the webpage. We are happy to develop and design the card.
9. **Video:** We can create two simple 30-second videos that visually distill the need and ask. These can be used on the website and social media.
10. **Parks and Recreation publications:** We can develop and design ads that educate residents about the millage proposal for the seasonal Parks and Recreation brochure, the Wyoming Senior Center's *Active Living* newsletter and the department's monthly e-newsletter.
11. **PowerPoint presentation:** To ensure consistent branding and messaging, we can create a PowerPoint presentation for City staff and elected officials public presentations on the millage proposal.

Here is our budget for these projects:

- Key messages \$1,050 - \$1,400
- Backgrounder \$1,750 - \$2,100 (excluding printing and postage)
- FAQs \$1,050 - \$1,400
- Digital signage \$525 - \$700
- Web copy \$2,100 - \$2,800
- Social media \$1,050 - \$1,400
- Direct mail \$1,050 - \$1,400 (excluding printing, postage)
- Business card \$350 (excluding printing)
- Videos \$2,100 for both
- Parks & Rec ads \$525 - \$875
- PowerPoint \$875 - \$1,225

Total: \$12,425 - \$15,750

As always, if we can accomplish these tasks in less time, we will bill accordingly. We look forward to discussing at your convenience.

12/05/22

Purchasing/LAJ

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF WATCHGUARD FIREWALLS

WHEREAS:

- 1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of seven Watchguard Firewalls from CDW-G using the State of Michigan (MiDEAL) extended purchasing program and SYNEX GSA Schedule (SLED) contracts in the total estimated amount of \$41,021.30.
- 2. Funds for the purchase are budgeted in account numbers 101-258-25800-740.201, 590-590-54300-740.000 and 591-591-55300-740.000.

NOW, THEREFORE, BE IT RESOLVED:

- 1. The City Council does hereby authorize the purchase of Watchguard Firewalls from CDW-G using MiDEAL and SLED contract pricing.
- 2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of builders, and the bid opening procedures.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote

Resolution No. _____

STAFF REPORT

Date: November 23, 2022
Subject: Watchguard Firewalls Refresh
From: Todd Curran, Information Technology Supervisor
Meeting Date: December 5, 2022

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of seven Watchguard Firewalls from CDWG at a cost not to exceed \$41,021.30.

COMMUNITY, SAFETY, STEWARDSHIP:

Routine scheduled replacement of technology assets are shown to maintain system stability and performance. This is a benefit to city departments as it boosts productivity and allows more efficient delivery of services to the community.

Use of cooperative purchase agreements, such as MiDEAL and Synnex GSA Schedule (SLED), save staff time and administrative costs, while ensuring the best available pricing is received.

DISCUSSION:

The City of Wyoming is currently on a scheduled 5-year replacement cycle for firewalls. This purchase will bring the City current for firewall replacements for the 2022/2023 budget year. This year's hardware will be purchased through CDWG under the MiDEAL and Synnex GSA Schedule (SLED) contracts to receive the best pricing.

BUDGET IMPACT:

Funding for the purchase of computer equipment and peripherals is budgeted and available in the following accounts:

- 101-258-25800-740.201 (General Fund-Information Technology-Operating Supplies-Computer Infrastructure)
- 590-590-54300-740.000 (Sewer Fund-Wastewater Utility-Treatment-Operating Supplies)
- 591-591-55300-740.000 (Water Fund-Water Utility-Pumping and Treatment-Operating Supplies)



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

LISA SONDAY,

Thank you for considering CDW•G for your technology needs. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1C98413	11/28/2022	WATCHGUARD MULTI	0443676	\$41,021.30

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
WatchGuard Firebox M390 - security appliance - with 3 years Basic Security Mfg. Part#: WGM39000703 Contract: SYNnex GSA SCHEDULE (SLED) (47QTCA19D00MM)	3	6831755	\$4,894.61	\$14,683.83
WatchGuard Firebox M590 - security appliance - with 3 years Basic Security Mfg. Part#: WGM59000703 Contract: SYNnex GSA SCHEDULE (SLED) (47QTCA19D00MM)	2	6744813	\$9,728.39	\$19,456.78
WatchGuard Firebox M270 Security Appliance with 3-Year Basic Security Suite Mfg. Part#: WGM27033 UNSPSC: 43222501 Contract: Michigan Master Computing-MiDEAL (071B6600110)	1	5233732	\$3,007.76	\$3,007.76
WatchGuard Firebox M370 - Security Appliance - + 3 Years Basic Security Mfg. Part#: WGM37033 UNSPSC: 43222501 Contract: Michigan Master Computing-MiDEAL (071B6600110)	1	4770466	\$3,872.93	\$3,872.93

SUBTOTAL	\$41,021.30
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$41,021.30


PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF WYOMING ACCTS PAYABLE PO BOX 905 WYOMING, MI 49509-0905 Phone: 165307229 Payment Terms:	Shipping Address: CITY OF WYOMING ATTN: LISA SONDAY 1155 28TH ST SW WYOMING, MI 49509-2895 Phone: 165307229 Shipping Method: DROP SHIP-GROUND Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Kristen Meyer | (866) 809-9889 | krismey@cdwg.com

Approved as to form

Brett G. Smith, City Attorney
Date: 4/28/2022

Need Help?



My Account



Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2022 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM ATLAS COAST
TO PROVIDE STAFF AUGMENTATION SERVICES AND TO
CONCUR WITH THE CITY MANAGER EXECUTING THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Atlas Coast to provide staff augmentation services in the total estimated amount of \$50,000.
2. Funds are available in the General Fund-Information Technology-Professional Services account number 101-258-25800-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Atlas Coast to provide staff augmentation services in the total amount estimated amount of \$50,000.
2. The City Council does hereby concur with the City Manager executing the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 5, 2022.

Kelli A.VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

STAFF REPORT

Date: November 30, 2022
Subject: Contract For Staff Augmentation
From: Paul Gerndt, Director of Information Technology
Meeting Date: December 5, 2022

RECOMMENDATION:

It is recommended City Council concur with a contract with Atlas Coast for staff augmentation services.

COMMUNITY, SAFETY, STEWARDSHIP:

Contract labor arrangements provide the City with access to Information Technology professionals having skills and credentials absent among current IT Department staff. Contract laborers temporarily increase the capacity of the department to complete time sensitive projects. The Information Technology Department plans for the occasional use of contract labor in the department's annual budget request.

DISCUSSION:

We are retiring a legacy anti-malware product and replacing it with Microsoft Defender through the Microsoft 365 cloud platform. Our support for the current solution expires partially on December 5, 2022, and completely in February 2023. Due to the upcoming expiration, we started the project immediately to implement Microsoft Defender.

The City uses various Microsoft partner companies to deploy and support the Microsoft 365 environment. We requested a proposal from our current primary vendor to help staff implement Microsoft Defender for the City's workstations and servers. The vendor proposed an eight-week remote pilot implementation at a cost of \$44,000, leaving a significant burden on our staff to complete the implementation.

We evaluated alternative approaches and found that we could bring aboard a half-time contract employee for approximately five (5) months at a cost comparable to the limited pilot proposed by the other vendor. This approach is of significantly greater value to the City. It will provide us with a skilled resource dedicated to our project, to lead City staff in the timely implementation of MS Defender and additional Microsoft 365 applications and features. We expect the contract labor for this project not to exceed \$50,000.

The Information Technology Department has used the services of Atlas Coast successfully since 2013 for contract-to-hire and temporary staff augmentation purposes. Individuals available through Atlas Coast are highly skilled and credentialed.

The attached three documents comprise the contract between the City of Wyoming and Atlas Coast. The Service Provider Agreement contains the standard terms and conditions that defines the engagement between the City and Atlas Coast. The Addendum to the Service Provider Agreement, is an adaptation of the City's Terms and Conditions fashioned by Scott Smith for the purpose of this engagement. Finally, the Contract Assignment Schedule defines the billing rate and additional conditions applicable to this project.

BUDGET IMPACT:

Sufficient funds are planned and available in 101-258-25800-801.000 (General Fund-Information Technology-Professional Services).



SERVICE PROVIDER AGREEMENT

This is a Service Provider Agreement (“Agreement”), dated 11/22/2022 (“Effective Date”), between Atlas Coast Consulting and City of Wyoming (“Client”).

1) SERVICES

Atlas Coast Consulting will assign its employees (“Employees”) with the skills Client requires, to do Client’s work as described in job order.

2) RESPONSIBILITIES

Atlas Coast Consulting will perform or be responsible for the following:

- a) Recruiting, screening, interviewing and hiring Employees in accordance with current labor standards;
- b) Submitting Employees that possess the qualifications Client requires;
- c) Establishing, calculating and paying the wages, and overtime, when applicable, of Employees;
- d) Paying or withholding all required payroll taxes;
- e) Providing workers’ compensation coverage for Employees in amounts at least equal to what is required by law;
- f) Fulfilling the employer’s obligations for unemployment compensation;

Client will perform or be responsible for the following:

- a) Providing Employees with a safe and suitable workplace and with adequate instructions to perform their work;
- b) The conduct of its own officers, employees and agents.

3) PAYMENT

- a) In return for the delivery by Atlas Coast Consulting of its services, Client will pay Atlas Coast Consulting in accordance with the terms and conditions in Assignment Schedule;
- b) Payment is due within thirty (30) days of the date the invoice is received by Client.

4) TERM, TERMINATION

The term of this Agreement begins as of the Effective Date and will continue in effect until cancelled by either Atlas Coast Consulting or Client. In the event of termination, this Agreement will continue to govern the parties’ rights and obligations with respect to services performed prior to termination.

5) CONFIDENTIAL INFORMATION

- a) From time to time, Client may disclose certain confidential information to Atlas Coast Consulting or Employees;
- b) This confidential information may include, but is not limited to, information regarding Client’s past, present and future business activities (including all proprietary information related to all intellectual property, trade secrets, research, development, or business plans, operations or systems), pay and other Client employee information, and may be contained on paper, computer disk or other electronic medium, or communicated orally (“Confidential Information”); All Confidential Information is proprietary to Client.
- c) Consultant agrees to hold in strict confidence all Confidential Information which Consultant uses or to which Consultant or Employees gains access during the course of Consultant’s employment with Atlas Coast Consulting, and not to use, reproduce, publish, disclose or otherwise make known to any person or entity any Confidential Information, except to the extent required in the performance of Consultant’s assignment to Client.

6) WORK PRODUCT: INTELLECTUAL PROPERTY

- a) **Ownership of Work Product:** Atlas Coast Consulting acknowledges and agrees that Client shall own exclusively all services performed or prepared by any Employee



(collectively, the "Work Product") including, without limitation, all programs, derivative works, source code, object code, discoveries, concepts, inventions, innovations, materials, documentation, techniques, methods, processes and ideas which are conceived, made, proposed or developed by any Employee it supplies, alone or with others, in connection with work assignment hereunder, whether or not prepared on or off the premises of Client or during regular work hours. Atlas Coast Consulting shall require Employee to promptly notify Client of the creation of any such Work Product.

- b) **Assignment of Rights in the Work Product:** Atlas Coast Consulting hereby grants, assigns and transfers and shall require any Employee assigned to Client to grant, assign and transfer to Client all worldwide right, title and interest in and to all Work Product including, without limitation, all patent rights, copyrights, trade secret rights and all present and future rights of any kind pertaining to all such Work Product.

7) LIMITATION OF LIABILITY

Atlas Coast Consulting shall use its best efforts to provide the services required hereunder. Client acknowledges Atlas Coast Consulting is only able to provide services based on the quality of information and work specifications supplied by Client. Atlas Coast Consulting shall be indemnified and saved harmless by Client from and against all losses, claims, damages, penalties, cost, and expenses incurred by Client or Atlas Coast Consulting arising out of the performance or non-performance of Atlas Coast Consulting obligations under this agreement. Atlas Coast Consulting shall not be liable to Client for any special direct, indirect or consequential damages including, but not limited to, lost profits, even if the parties have knowledge of the possibility of such damages.

8) RELATIONSHIP OF THE PARTIES AND EMPLOYEES

During the term of this Agreement Atlas Coast Consulting shall be acting as an independent contractor and Employees shall at all time remain the employees of Atlas Coast Consulting. Accordingly, neither Atlas Coast Consulting nor Employees shall be an employee of Client, nor shall Employees receive any salary or any employee benefits from Client.

9) MISCELLANEOUS

This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any term of this Agreement, unless done in writing and executed by the parties. The validity, interrelation and performance of this Agreement shall be controlled by and construed under the laws of the State of Michigan without recourse to the conflicts of laws provisions thereof, which if applied, might require the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date written above.

Atlas Coast Consulting:

By: 

Name: Randy Baron

Title: Sr. Account Manager

Date: 11/22/2022

Client:

By: _____

Name: _____

Title: _____

Date: _____

ADDENDUM TO SERVICE PROVIDER AGREEMENT

This is intended to supplement and amend the Service Provider Agreement dated 11/22/2022 between Atlas Coast Consulting (**ACC**) and the City of Wyoming, Michigan (**City**)

ACC and any ACC employees working within any City buildings or other City facilities and/or on any City equipment or with any software licensed to City will comply with the following:

1. They 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.
2. They will comply with City security policies, protocols, and practices regarding City buildings, facilities, and equipment. This includes complying with City's Information Technology Policy.
3. They have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the services in Michigan.
4. Neither: (i) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) has within the last 3 years 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) is presently criminally charged with committing any of the offenses listed above; and (iv) has within the last 3 years had one or more contracts terminated for cause or default. Neither is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
5. Because City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that professionals or others engage in for or on behalf of City, they will:
 - A. Comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - B. When at City facilities or engaged in providing services for City (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), contact City staff to arrange for language assistance services in communications, and (iii) comply with City's Civil Rights Policy.
6. They will perform services under this Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.
7. ACC is wholly independent of City. None of ACC's personnel shall be or be represented to be City officers or employees. ACC is solely responsible for acts, omissions, and statements of ACC's personnel. ACC is solely responsible for any compensation and benefits to be provided Professional's personnel for the Services. ACC is solely responsible for any insurance to cover ACC and ACC's personnel. City has no responsibility to supervise, compensate, or insure Professional or Professional's personnel.

Atlas Coast Consulting

By: 
Randy Baron, Senior Account Manager

Date signed: November 22, 2022

City of Wyoming

By: _____
Curtis L. Holt, City Manager

Date signed: December __, 2022

Approved as to form:

Scott G. Smith, City Attorney



Contract Assignment Schedule

CLIENT City of Wyoming PROJECT Office 365 Migration

CONTRACTOR Atlas Coast START DATE TBD

CONTACT Paul Gerndt BILL \$150/hr.

This Contract Assignment Schedule is governed by that certain Service Provider Agreement by and between Atlas Coast Consulting and City of Wyoming ("Client"), dated as of November 21, 2022.

The Atlas Coast Consulting Employee acknowledges that, from time to time, (s)he may receive information from or regarding Client, its customers, or any of its Affiliates in the nature of trade secrets or secret or proprietary information or information that is otherwise confidential, including without limitation Client employee pay or other sensitive information, the release of which may be damaging to Client, its Affiliates, Persons with which it does business or its employees. For the purposes of this Agreement the term "**Confidential Information**" shall mean all information and materials including, without limitation, shipper information **under section 15 (13) of the Interstate Commerce Act**, technical, engineering, economic, legal, commercial, and business information (including, but not necessarily limited to, business analysis studies, drawings, proposals, plans, operating and facility information, financial analysis, industry analysis or Client employee information) disclosed or provided to Atlas Coast Consulting Employee incident to this Agreement; Confidential Information may be in written or oral form.

Atlas Coast Consulting Employee agrees to keep and maintain confidential all Confidential Information that he (she) receives in confidence, treating all Confidential Information received incident to his performance of this Agreement in the same manner as he treats his own proprietary and confidential information. Without the written permission of Client, Atlas Coast Consulting Employee may not disclose such Confidential Information to any Person, except for disclosures: (a) compelled by applicable law (but Contractor must notify Client promptly of any request for such information before disclosing it, if practicable), (b) to accountants or attorneys of Contractor, but only if the recipients of such Confidential Information have agreed to be bound by the provisions of this Agreement, (c) of information that Contractor also has received from a source independent of Client and that Contractor reasonably believes such source obtained such information without breach of any obligation of confidentiality, or (d), of information in the public domain. Contractor acknowledges that a breach of the provisions of this section may cause irreparable injury to Client for which monetary damages (or other remedy at law) are inadequate, difficult to compute,



or both. Accordingly, Atlas Coast Consulting Employee agrees that the provisions of this section may be enforced by injunctive action or specific performance. The confidentiality obligations of Atlas Coast Consulting and the Atlas Coast Consulting Employee shall survive one (1) year beyond any termination of this Agreement.

Atlas Coast Consulting Employee shall at all time remain the employee of Atlas Coast Consulting. Accordingly, Atlas Coast Consulting Employee shall neither be an employee of Client, nor shall Atlas Coast Consulting Employee receive any salary or any employee benefits from Client.

Client agrees that in the event it hires an Atlas Coast Consulting Employee as a Client employee, then Client will owe Atlas Coast Consulting compensation for such hiring, as stated below.

Conversion rates apply when hiring a contract employee away from his or her contract assignment within 6 months of the contract start date. Fees are based on a percentage of the contract employee's proposed first-year annual salary. The following conversion rates are based on a 40-hour work week throughout the contract period:

Hired after 1 month on contract	25% of first year's salary
Hired after 2 months on contract	20% of first year's salary
Hired after 3 months on contract	15% of first year's salary
Hired after 4 months on contract	10% of first year's salary
Hired after 5 months on contract	05% of first year's salary
Hired after 6 months on contract	00% of first year's salary

IN WITNESS WHEREOF, the undersigned have agreed to the foregoing effective as of November 21, 2022.

Client Name	Client Signature	Date
<i>Randy Baron</i>	<i>Randy Baron</i>	11/21/2022
Manager Name	Manager Signature	Date

Please email completed form to randy.baron@atlascoast.com.

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID FOR THE CLEAN WATER PLANT AND
WATER TREATMENT PLANT COATINGS PROJECT AND
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACTS

WHEREAS:

1. As detailed in the attached staff report, bids were received for the Clean Water Plant and Water Treatment Plant coatings project.
2. It is recommended the City Council award the bid for the Clean Water Plant E and O buildings to Dave Cole Decorators in the total amount of \$46,600.00.
3. It is further recommended the City Council award for the Water Treatment Plant Low Service Building to Fedewa in the total amount of \$84,900.00.
4. Funds are available in account numbers 590-590-54300-930.000, 590-590-54801-930.000, and 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the Clean Water Plant E and O buildings to Dave Cole Decorators.
2. The City Council does hereby award the bid for the Water Treatment Plant Low Service Building to Fedewa.
3. 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 December 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report/Tab Sheet
Contracts

Resolution No. _____

STAFF REPORT

Date: November 21, 2022

Subject: CWP & WTP Coatings Project

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: December 5, 2022

RECOMMENDATION:

It is recommended the City Council award the coatings project bid for the Clean Water Plant E and O buildings to Dave Cole Decorators in the total amount of \$46,600.00, and the Water Treatment Plant Low Service Building to Fedewa in the total amount of \$84,900.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of utility buildings and infrastructure contributes to their longevity and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the utility plants.

DISCUSSION:

Several utility plant buildings require painting for regular upkeep and due to deteriorating paint, pipe, and equipment conditions. Therefore, specifications were assembled, and the project was competitively bid with specifications made available via the City's website. Thirty-four companies requested the project specifications, and three companies attended the pre-bid meeting. On Tuesday, November 15, bids were received and are as follows:

	CWP E Building	CWP O Building	WTP Low Service	Total w/discount if awarded all three locations
Blastek Base Bid	\$34,097.00	\$43,568.00	\$111,760.00	\$189,425.00
Blastek Alternate Bid	\$46,072.00	\$58,870.00	\$151,012.00	\$255,954.00
Dave Cole Decorators	\$34,700.00	\$11,900.00	\$119,100.00	\$157,415.00
Fedewa Inc.	\$58,000.00	\$20,000.00	\$84,900.00	\$162,900.00

Upon review of the bid documents received, all the bidders met the specifications and it was determined splitting the buildings between two contractors will save the City over \$25,000.00. Therefore, it is recommended the City Council award the bid for the Clean Water Plant E and O buildings to Dave Cole Decorators in the total amount of \$46,600.00, and the Water Treatment Plant Low Service Building to Fedewa in the total amount of \$84,900.00. Both companies have a great reputation and have successfully completed projects for the City in recent years.

BUDGET IMPACT:

Funds are available in account numbers 590-590-54300-930.000, 590-590-54801-930.000, and 591-591-55300-930.000.

CLEAN WATER PLANT AND WATER TREATMENT PLANT MISCELLANEOUS COATING PROJECT 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 City of Wyoming Clean Water Plant and Water Treatment Plant Miscellaneous Coating Project 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 November 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:

Dave Cole Decorators, Inc.

LEGAL NAME OF COMPANY

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Corporation - Michigan

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

STREET ADDRESS

325 Martindale St.

<u>Sparta</u>	<u>MI</u>	<u>49345</u>
<small>CITY</small>	<small>STATE</small>	<small>ZIP CODE</small>

"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

Contractor: 
By: _____
Signature for Contractor

Daniel Oosterink - Vice President
Printed Name & Title of Person Signing

Date signed: November 14, 2022

CLEAN WATER PLANT AND WATER TREATMENT PLANT MISCELLANEOUS COATING PROJECT 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 **City of Wyoming Clean Water Plant and Water Treatment Plant Miscellaneous Coating Project** 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 November 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:

LEGAL NAME OF COMPANY: Fedewa Inc

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE: _____

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: Corporation of Michigan

STREET ADDRESS: 4315 E. M79

CITY: Hastings STATE: MI ZIP CODE: 49058

"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

Contractor

By: [Signature]
Signature for Contractor

Carl Fedewa - Pres
Printed Name & Title of Person Signing

Date signed: 11-14-22

RESOLUTION NO. _____

RESOLUTION TO ACCEPT PROPOSALS FROM
MUELLER WATER PRODUCTS, INC. AND FHC MECHANICAL CONTRACTORS
FOR REPAIR OF ONE HIGH SERVICE PUMP DISCHARGE VALVE AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACTS

WHEREAS:

1. As detailed in the attached staff report, proposals were received to repair one high service pump discharge valve.
2. It is recommended City Council accept a proposal from Mueller Water Products, Inc. to provide the parts and perform the repair in the total estimated amount of \$9,673.00.
3. It is also recommended City Council accept a proposal from FHC Mechanical Contractors to perform additional required repair services in the total estimated amount of \$62,150.00.
4. It is further recommended the City Council authorize 10% or \$7,182.30 of the combined proposals value for contingency.
5. Funds are available in account number 591-592-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Mueller Water Products, Inc. in the total estimated amount of \$9,673.00.
2. The City Council does here by accept a proposal from FHC Mechanical Contractors in the total estimated amount of \$62,150.00.
3. The City Council does hereby authorize 10% or \$7,182.30 for contingency.
4. The City Council does hereby authorize the City Manager to approve and sign change orders that are within the contingency.
5. The City Council does hereby authorize the Mayor and City Clerk to execute the contracts.
6. 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 December 5, 2022.

ATTACHMENTS:
 Staff Report
 Contracts/Proposals

 Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: November 21, 2022
Subject: Discharge Valve Repair
From: Dan Kleinheksel, Utility Maintenance Manager
Meeting Date: December 5, 2022

RECOMMENDATION:

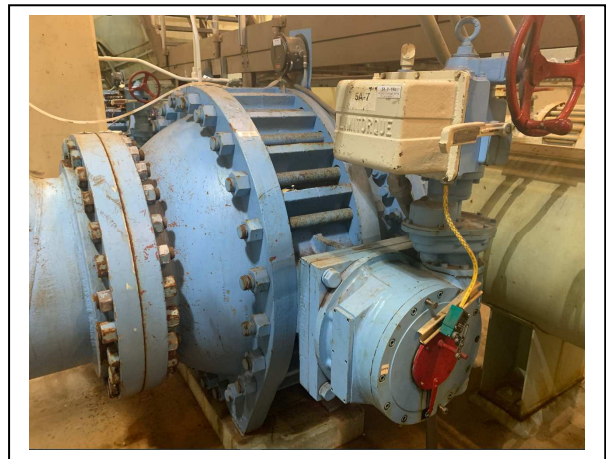
It is recommended that the City Council approve the repair of one high service pump discharge valve by accepting a quote from Mueller Water Products, Inc. in the amount of \$9,673.00 and a quote from FHC Mechanical Contractors in the amount of \$62,150.00. A 10% contingency for the project is also recommended for unforeseen circumstances for a total estimated repair amount of \$79,000.00.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

The Water Treatment Plant houses high service pumps that pump water approximately twenty-six miles through various piping and valves to supply clean, safe drinking water to wholesale customers and the City of Wyoming. One such pump has a 30" discharge valve with a failed seat which has rendered the pump inoperable. Due to the critical function of this pump, it is necessary and prudent to repair the discharge valve.



Therefore, Mueller Water Products, Inc., the valve manufacturer was contacted for the specialized valve seat repair. Due to the size, weight, and complexity of the repair, Mueller returned with a quote to perform the repair on-site. However, for the repair work to be completed, the valve must be removed from the piping and disassembled. Therefore, two mechanical contractors who have performed this type of specialized work were contacted to assist Mueller with the valve removal, disassembly, and repair. Each contractor returned with a quote, and they are as follows:

DHE Plumbing	\$79,400.00
FHC Mechanical Contractors	\$62,150.00

After reviewing the quotes received, FHC Mechanical Contractors quote met the project scope and was the lowest cost. FHC has successfully performed similar work at the Water Treatment Plant and possesses an excellent reputation. Therefore, it is recommended City Council accept the quotes from Mueller Water Products, Inc. and FHC Mechanical Contractors, along with a 10% contingency for a total estimated repair amount of \$79,000.00 to jointly perform the valve repair.

BUDGET IMPACT:

Adequate funds exist in account #591-591-55300-930.000.



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 St SW, Wyoming, MI 49509.

Contractor means: Mueller Water Products, Inc.
(Name of contracting entity)

A Delaware corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)

c/o The Corporation Trust Center
(Contractor's street address)

1209 Orange St
(Contractor's street address)

Wilmington, DE 19801
(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: December 6, 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

Mueller Water Products, Inc.

By: Kent Vanderwood, Mayor

By: Dale J. Speggen Jr.

[Signature officer, director or principal of Contractor]
Dale Speggen, VP/GM Specialty Valves

[Typed/Printed Name & Title of Person Signing for Contractor]

By: Kelli A. VandenBerg, City Clerk

Date signed: November 29, 2022

Date signed: , 20__

Approved as to form:

[Signature]

Scott G. Smith, City Attorney

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.

3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.

4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.

5. **Qualifications.** Contractor represents and promises that:

A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..

C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.

~~D. Unless otherwise approved by the City Purchasing Director or City Attorney, Contractor and its subcontractors must register on the federal System for Award Management (SAM) list and be in good standing.~~

~~E.D.~~ Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race,

color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.

C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.

D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

7. **Ethical Standards.** Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

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

9. W-9. Before beginning work, Contractor and subcontractors will e-mail to accountspayable@wvomingmi.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 Good 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:

<p>COMMERCIAL GENERAL LIABILITY</p> <p>Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations</p> <p>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.</p>

<p>AUTOMOBILE LIABILITY INSURANCE</p> <p>Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence</p>
<p>WORKERS' DISABILITY COMPENSATION</p> <p>Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.</p>
<p>EXCESS/UMBRELLA INSURANCE</p> <p>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).</p>
<p>ADDITIONAL INSUREDS</p> <p>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.</p>

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 shall, upon City's request, allow inspection, auditing, and copying of all retained records.

19. Assignment of 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



Henry Pratt Company, LLC
 401 South Highland Avenue
 Aurora, IL 60506

phone: 630-844-4000
 fax: 630-844-4124
 www.prattvalve.com

FIELD SERVICE QUOTE

ATTN:	Dan Kleinheksel	FROM:	City of Wyoming, MI
EMAIL:		DATE:	10/27/22

JOB#:		LOCATION:	Wyoming, MI
UNIT TYPE:	30" RSBV-SS	QTY:	1

Field service will provide one technician to assist with removal and install of 1-30" RSBV - Single seat

- The customer will supply safe access to the valve and seat.
- The customer will supply electrical power and lighting.
- The customer will supply an air compressor for operation of the injection equipment.
- The customer will supply labor to assist the service technician in replacing the seat.

Parts

Seat	QTY1	P/N 1243853	\$659	\$659
O-rings	QTY2	P/N 2237435	\$57 x2	\$114
Epoxy	QTY2	P/N 2302809	\$375 x 2	\$750

Parts Total **\$1,523**

Service - Travel, Labor, and Injection Rental **\$6,075**

Estimated Expenses **\$2,075**

Service Total **\$8,150**

Est. Total to Replace Seat **\$9,673**

This is an estimate based on our standard service terms

...Expedited freight charges will apply**

NOTE: The proposed Field Service Option includes technical support and assistance with repairs and/or installations.

Customer is to provide safe access and a safe working environment. Additionally, the customer is to supply power, light, air source (at least 80 **PSI**), all rigging including ladders, scaffolding and cranes necessary for repairs and/or installations. (Valves 30" and smaller must be removed from the line for seat removal/installation).

Because actual service time may vary due to unforeseen circumstances, the Field Service pricing offered is an estimate only. The actual cost of the Field Service visit will be billed by the Henry Pratt Company after completion of the work.

Henry Pratt field service appointments are not scheduled until receipt of a purchase order and are based on current availability of a service technician. Appointments require 2-4 weeks advanced notice.

Please NOTE: To minimize possible delay due to processing hold points, if this transaction is tax exempt please provide a copy of your exemption certificate with your purchase order.

For scheduling please contact Chris Schulz at cschulz@muellerwp.com

For billing, invoicing or any other inquiries please contact Nancy Henschel at nhenschel@muellerwp.com

Field Service quote valid for sixty days from date issued.

IMUELLERI

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 St SW, Wyoming, MI 49509.

Contractor means: FHC Mechanical Contractors
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
2509 29th St SW
(Contractor's street address)
Wyoming, MI 49519
(Contractor's city, state & zip)

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

Effective Date means: December 6, 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

FHC Mechanical Contractors

By: _____
Kent Vanderwood, Mayor

By: Micah Holt
(Signature officer, director or principal of Contractor)
Micah Holt - Treasurer
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 11/22, 2022

Date signed: _____, 20__

*In accordance with the attached letter.

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.
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 - B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975 ,and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
 - D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
 - F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
7. **Ethical Standards.** Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

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

9. W-9. Before beginning work, Contractor and subcontractors will e-mail to accounts payable@wyomingmi.gov a completed an IRS W-9 form.

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

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

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY INSURANCE

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

WORKERS' DISABILITY COMPENSATION

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

EXCESS/UMBRELLA INSURANCE

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

ADDITIONAL INSURED

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

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

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

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

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

EXHIBIT B

November 21, 2022

Mr. Daniel Kleinheksel
Wyoming Water Plant
16700 New Holland
Holland, MI 49424

Re: HS Pratt Ball Valve Repair

Dear Daniel:

Our budget price to remove, assist in repair, and reinstallation of your existing HS ball valve using existing bolts and new gaskets \$61,550.00

Our price is based on the following:

Repair being done on the floor the valve is currently located.

The city shutting down the discharge header to allow for the removal of the valve and installation of a blind flange supplied by FHC.

We will disassemble the valve, assist the Pratt technician in the repair, and reassemble the valve.

We will remove the existing valve operator and install a replacement operator removed from an existing valve.

Operator stops will be adjusted by the Pratt technician after installation.

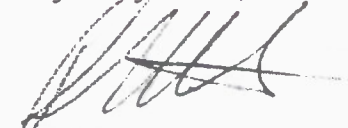
The Pratt technician will inject the new valve seat.

After an appropriate amount of time (determined by the Pratt technician) for the seat to cure, the Pratt technician is to check the valve operation prior to our reinstallation of the valve.

We have not included the Pratt pricing for parts and technician for the valve repair, testing the valve, electrical work, painting or reinstallation of the HS pump.

We have included appropriate equipment and rigging to handle the valve and piping.

Very Truly Yours,



Robert W. Holt
Franklin Holwerda Company

November 22, 2022

Mr. Daniel Kleinheksel
City of Wyoming
Wyoming Water Plant
16700 New Holland
Holland, MI 49424

Re: HS Pratt Ball Valve Repair - Contract

Dear Daniel,

Thank you for the contract regarding the HS Pratt Ball Valve Repair. Please find the signed copy attached.

We do have the following comments regarding the Terms and Conditions and the City Contract Standard Terms and Conditions:

Terms and Conditions

4. Performance and payment bonds were not included in our proposal. If the City of Wyoming requires bonding the additional cost is \$600.00.

City Contract Standard Terms and Conditions

7. We are not aware of any relation of FHC personnel to City of Wyoming personnel. In the event this changes we will promptly notify the City.

Thanks again for the opportunity to work with you. We look forward to a successful project.

Very Truly Yours,



Micah Holt

FHC - Franklin Holwerda Company

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM SUPERIOR ASPHALT, INC. TO
EXTEND THE BID FOR ISOLATED ASPHALT PATCHING

WHEREAS:

1. On March 15, 2021, City Council adopted Resolution number 26941 awarding the bid for isolated asphalt patching to Superior Asphalt, Inc.
2. As detailed in the attached staff report, Superior Asphalt, Inc. has submitted a proposal to extend their current bid pricing through December 31, 2023.
3. It is recommended the City Council accept the proposal.
4. It is estimated the City will spend an estimated amount of \$450,000 during the 2023 calendar year.
5. Funds are available in the street, sewer and water maintenance accounts: 202-441-46300-930.000, 203-441-46300-930.000, 590-441-54200-930.000, 591-441-56200-930.000, and 591-441-56700-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby extend the bid from Superior Asphalt, Inc. for isolated asphalt patching through December 31, 2023.

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 December 5, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Proposal
Tabulation Sheet

Resolution No. _____

STAFF REPORT

Date: November 17, 2022
Subject: Bid Extension – Isolated Asphalt Patching
From: Jodie Theis, Public Services Supervisor
Meeting Date: December 5, 2022

RECOMMENDATION:

It is recommended the City Council extend the Isolated Asphalt Patching bid to Superior Asphalt Inc. for calendar year 2023 at a unit price of \$19.00 per square yard for removal of asphalt and \$88.00 per ton for 4C asphalt.

COMMUNITY, SAFETY, STEWARDSHIP:

Restoring public and private property that has been damaged from infrastructure maintenance is an important function in maintaining the City's aesthetics and safety. The use of a subcontractor to perform asphalt patching and restoration assists Public Works staff in providing quicker repairs.

DISCUSSION:

On March 15, 2021, the City Council awarded the bid for Isolated Asphalt Patching to Superior Asphalt Inc., as referenced with Resolution Number 26941. Superior Asphalt, Inc. has agreed to extend their bid pricing for the 2023 calendar year. The unit pricing shall remain unchanged from the previous bid pricing as shown in the attached bid tabulations.

It is anticipated that the City will spend approximately \$450,000 on isolated patching for the 2023 calendar year.

BUDGET IMPACT:

Sufficient funds have been budgeted in the street, sewer and water maintenance accounts: 202-441-46300-930.000, 203-441-46300-930.000, 590-441-54200-930.000, 591-441-56200-930.000 and 591-441-56700-930.000.

ATTACHMENTS:

Contract Extension Letter, Superior Asphalt, November 1, 2022
Bid Tabulations, March 2, 2021

SUPERIOR ASPHALT, INC.

669 Century SW
Grand Rapids, MI 49503

Office: 616-451-3200
Fax: 616-451-3969
Email Address:

Proposal

Date: 11/1/2022

Quoted to:	Job Name & Location
City of Wyoming 1155 28th St SW Wyoming, MI	2023 Isolated Asphalt Patching

Customer ID	Good Thru	Payment Terms	Sales Rep
	10 Days	Due Upon Completion	

We hereby propose to furnish materials and labor necessary for the completion of:

Superior Asphalt Inc is willing to extend the 2021 Isolated Asphalt Patching Contract until 12/31/23 with no additional cost cost increases

The unit pricing shall remain at \$88.00 per ton for 4C asphalt and \$19.00 per square yard for the removal of existing asphalt

Note: Unless prior written arrangements have been made, terms are 50% down, balance due upon completion.
Note: Superior asphalt, Inc. is not responsible for damage to concrete caused by heavy equipment accessing job site.
Note: Due to volatility of the petroleum industry, pricing is subject to change if work is not completed within 30 days of acceptance.

All materials are guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any Alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Total: _____

Authorized Signature: _____

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Note: Pricing is subject to change if work is not completed within 30 days of acceptance. See Standard Conditions on reverse.

Signature: _____
Printed Name: _____
Date: _____

City of **Wyoming** Michigan

TABULATION OF BIDS
 ON ISOLATED ASPHALT PATCHING 2021 - BID # 1898
 Opened By The City Clerk On March 2, 2021 At 11:00 a.m.

Item	Est. Qty	A-1 Asphalt Inc.		Superior Asphalt	
		Unit Price	Total	Unit Price	Total
HMA 4C Asphalt	100 TONS	\$ 97.37	\$ 9,737.00	\$ 88.00	\$ 8,800.00
Removal of Existing Asphalt	500 SQ YDS	\$ 17.77	\$ 8,885.00	\$ 19.00	\$ 9,500.00
Total		\$ 18,622.00		\$ 18,300.00	
Total Working Days For Completion		5 Days		2 Days	

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.

Items	Recommended Bidder	Cost
Catch Basin Cleaning	Rogue Industrial Services LLC	Bid prices as shown on the attached staff report
Cured-In-Place Pipe Lining	Waste Recovery Systems, Inc.	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 December 5, 2022.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Contracts

Resolution No. _____

STAFF REPORT

Date: November 22, 2022
Subject: Bid Award – Catch Basin Cleaning (2022 – 2025)
From: Jodie Theis, Public Services Supervisor
Meeting Date: December 5, 2022

RECOMMENDATION:

It is recommended the City Council award the bid for catch basin cleaning to the low bidder, Rogue Industrial Services LLC, in fiscal years 2023, 2024 and 2025 at a unit cost of \$104.99 per catch basin on local and major streets.

COMMUNITY, SAFETY, STEWARDSHIP:

Catch basins retain solids and organic material that originate from roads and parkways. If this material is not removed, it is transported to local waterways, contributing to pollution of these ecosystems. By proactively cleaning and inspecting the catch basins, the City is decreasing the risk of street flooding, storm sewer failures, and pollution, thus eliminating the additional labor, equipment and material costs that occur during emergency repairs.

DISCUSSION:

On Tuesday, November 22, 2022, the City received four bids for catch basin cleaning. Invitations to bid were sent to thirty-six bidders and bid specifications were picked up by six pre-qualified bidders. Rogue Industrial Services submitted the lowest bid for catch basin cleaning and inspection. The unit cost of \$104.99 per catch basin on local streets is an increase of 42%, and the unit cost of \$104.99 per catch basin on major streets is an increase of 42% from the previous bid (September 2019).

The bid consists of the cleaning and inspecting of storm sewer catch basins located on the local and major streets. Catch basin cleaning and inspection is required as part of the City's state-issued stormwater permit. Failure to comply would result in additional state scrutiny and potential fines.

The Public Works Department anticipates spending approximately \$100,000 for catch basin cleaning each fiscal year.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Solid Waste Disposal Services Account, 230-441-44300-956.000.

BID TABULATIONS:



TABULATION OF BIDS

ON CATCH BASIN CLEANING (2022-2025) - BID # 2073

Opened By The City Clerk On November 22, 2022 At 11:00 a.m.

Bidder	2022 - 2023		2023 - 2024		2024 - 2025	
	Local Streets Unit Cost	Major Streets Unit Cost	Local Streets Unit Cost	Major Streets Unit Cost	Local Streets Unit Cost	Major Streets Unit Cost
Pipetek Infrastructure Services	\$ 250.00	\$ 200.00	\$ 250.00	\$ 200.00	\$ 250.00	\$ 200.00
Plummers Environmental Services	\$ 125.00	\$ 125.00	\$ 135.00	\$ 135.00	\$ 145.00	\$ 145.00
Rogue Industrial	\$ 104.99	\$ 104.99	\$ 104.99	\$ 104.99	\$ 104.99	\$ 104.99
Waste Recovery Systems	\$ 105.00	\$ 125.00	\$ 116.00	\$ 138.00	\$ 128.00	\$ 152.00
No Bid from the following:	Corby Energy Services					

CONTRACT FORM

This Contract Form must be 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.

City Standard Contract for CATCH BASIN CLEANING (2022 - 2025)

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

"Contract Documents" means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

"City" means the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509.

"Contractor" means:

ROGUE INDUSTRIAL SERVICES LLC
LEGAL NAME OF COMPANY

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

LIMITED LIABILITY COMPANY
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed

1250 FOX CHASE
STREET ADDRESS

BLOOMFIELD HILLS
CITY

MI
STATE

48301
ZIP CODE

"Effective Date" means the day after the date the Contract is approved by the City Council and 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. Waived or modified specifications are as follows:

No payment bond is required. No performance bond or other form of performance assurance is required.
4. 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: _____

Contractor

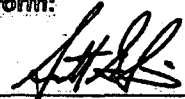
By: 
Signature of Bidder

TRAVIS FOLEY
Printed Name of Bidder

MANAGING MEMBER
Title

Date signed: 11-21-22

Approved as to form:


Scott G. Smith, City Attorney



STAFF REPORT

Date: November 22, 2022
Subject: Bid Award – Cured-In-Place Pipe Lining
From: Jodie Theis, Public Services Supervisor
Meeting Date: December 5, 2022

RECOMMENDATION:

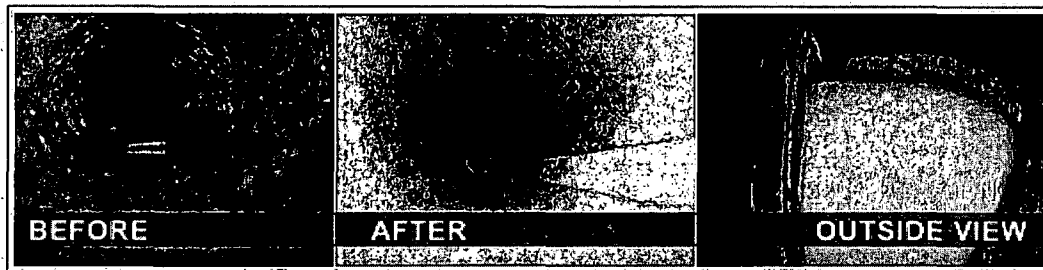
The Public Works Department recommends that the City Council award the bid for cured-in-place pipe lining to the low bidder, Waste Recovery Systems, Inc. for fiscal year 2023 at the unit prices listed on the Bid Tabulations shown below. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Cured-in-place pipe lining reduces the infiltration of ground water into the sanitary sewer system, thereby reducing the amount of “clean” groundwater which would otherwise be treated at the Clean Water Plant. Cured-in-place pipe lining also limits root intrusion into the sanitary and storm sewer systems and reduces the potential for environmental problems caused by sewer backups and overflows. It reduces the risk of sewer problems and decreases the additional costs that occur during emergency repairs.

DISCUSSION:

Cured-in-place pipe lining is a trenchless technology that does not require excavation to rehabilitate a pipeline that is either leaking or structurally unsound. A resin-saturated felt tube is inverted or pulled through a manhole into a damaged pipe. Because no digging is involved, this process is more cost-effective and less disruptive than having to replace the pipe section.



On November 22, 2022, the City received six bids for cured-in-place pipe lining. Invitations to bid were sent to thirty-six bidders and bid specifications were picked up by eight pre-qualified bidders. Waste Recovery Systems submitted the lowest bid. Although their rates are slightly higher for the three largest diameters of pipe, their overall cost structure represents the lowest because we line far more smaller diameter pipes than the larger diameter. The unit cost of \$38.00 per linear foot (LF) for 8” lines is an increase of 19%, the unit cost of \$42.00 per LF for 10” lines is an increase of 27%, the unit cost of \$47 per LF for 12” lines is an increase of 17%, the unit cost of \$56.00 per LF for 15” lines is a decrease of 1%, the unit cost of \$84.00 per LF for 18” lines is an increase of 11%, the unit cost of \$139.00 per LF for 21” lines is an increase of 39%, the unit cost of \$151.00 per LF for 24” lines is an increase of 21%, the unit cost of \$194.00 per LF for 27” lines is an increase of 23%, and the unit cost of \$195.00 for each protruding tap removal is a decrease of 62% from the previous bid in 2021.

The Public Works Department anticipates spending approximately \$400,000 for cured-in-place pipe lining in fiscal year 2023.

BUDGET IMPACT:

Sufficient funds are available in the Sewer Fund Accounts and 590-441-54400-972.544.

BID TABULATIONS:



TABULATION OF BIDS
 ON CURED-IN-PLACE PIPE LINING - BID # 2074
 Opened By The City Clerk On November 22, 2022 At 11:00 a.m.

Cured-In-Place Pipe Lining	Estimated Quantity (LF)	Bidders							
		Corby Energy Services	DVM Utilities	Institutorm	Lanzo	Plummer's Environmental Services	Rogue Industrial	SAK Construction	Waste Recovery Systems
8" Unit Price/L.F.	7,155.60	\$43.00	\$51.00	\$43.50	NO BID	\$43.00	NO BID	\$53.50	\$38.00
10" Unit Price/L.F.	0.00	\$45.00	No Bid	\$56.55		\$53.50		\$72.00	\$42.00
12" Unit Price/L.F.	1,820.90	\$55.00	\$71.00	\$64.50		\$65.00		\$66.00	\$47.00
15" Unit Price/L.F.	0.00	\$61.00	No Bid	\$83.85		\$84.00		\$159.00	\$56.00
18" Unit Price/L.F.	110.70	\$85.00	\$114.00	\$114.00		\$105.00		\$130.00	\$84.00
21" Unit Price/L.F.	0.00	\$95.00	No Bid	\$148.20		\$132.00		\$204.00	\$139.00
24" Unit Price/L.F.	0.00	\$120.00	No Bid	\$172.50		\$153.00		\$246.00	\$151.00
27" Unit Price/L.F.	0.00	\$135.00	No Bid	\$220.10		\$181.00		\$281.00	\$194.00
Protruding Tap Removal Unit Price (ea.)	10.00	\$310.00	\$200.00	\$344.00		\$125.00		\$390.00	\$195.00

CONTRACT FORM

This Contract Form must be 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.

City Standard Contract for CURED-IN-PLACE PIPE LINING

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

“Contract Documents” means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

“City” means the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509.

“Contractor” means:

<u>Waste Recovery Systems, Inc.</u>		
LEGAL NAME OF COMPANY		
<hr/>		
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE		
<hr/>		
<u>Corporation / Michigan</u>		
FORM OF BUSINESS and STATE IN WHICH FORMED -- e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed		
<hr/>		
<u>4750 Clyde Park Ave, SW</u>		
STREET ADDRESS		
<hr/>		
<u>Wyoming</u>	<u>MI</u>	<u>49509</u>
CITY	STATE	ZIP CODE

“Effective Date” means the day after the date the Contract is approved by the City Council and 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: Malcolm Cole
Signature of Bidder

By: _____
Kelli A. Vandenberg, City Clerk

Malcolm Cole
Printed Name of Bidder

Date signed: _____

Office Manager
Title:

Date signed: 11/21/2022

Approved as to form:

Scott G. Smith
Scott G. Smith, City Attorney



ORDINANCE NO. 22-22

ORDINANCE TO AMEND CHAPTER 90, ARTICLE 5, OF THE CODE OF ORDINANCES
BY ADDING SECTIONS 90-515 AND 90-516 TO INCORPORATE BY REFERENCE THE
CURRENT ZONING MAP AND PROVIDE REZONING OF PROPERTY

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 5 of the Code of Ordinances, City of Wyoming, Michigan is amended by adding sections 90-515 and 90-516 to read as follows:

Sec. 90-515 Zoning Map

- (1) The map entitled "City of Wyoming, Michigan Zoning Map," together with all notations, as it exists on October 31, 2022 (*i.e.*, after the effective date of Ordinance No. 15-22) which map is made a part of this chapter and may be referred to as the "zoning map." may be maintained by the city in such form as shall from time to time be deemed appropriate including an electronic database or information system.
 - (a) The location and boundaries of the zoning districts are as depicted on the zoning map.
 - (b) Unless otherwise shown on the zoning map, the district boundary lines follow lot lines or the centerlines of streets or alleys or such lines extended and the corporate limits of the city as they existed on January 3, 1979, and as subsequently revised.
 - (c) If the exact location of any district boundary line cannot be determined by the zoning map, it shall be resolved by the board of zoning appeals.
- (2) The zoning map may be amended by ordinances adding subsequent subsections to this section (subsections (3) and following) that include the street address(es), tax parcel number(s), and legal description(s) for the property to be rezoned by the adopted ordinance, using the procedure and considering the factors provided in section 90-513.

Sec. 90-516 Rezoning

Requests for rezoning of property from one zoning district to another zoning district (amending the zoning map by additional subsections to section 90-512) shall be addressed as provided in this section.

- (1) An application for rezoning shall be filed with the city planner in a format designated by the city planner that shall include the street address(es), tax parcel number(s), legal description(s), and drawing of the property that is to be rezoned. The city planner may require a survey if the city planner deems it necessary or prudent for accurately determining the property to be considered for rezoning.
 - (a) If the rezoning is for a planned unit development, the application and supporting materials must meet all requirements in this chapter for consideration of that proposed planned unit development.
 - (b) If the rezoning is for a conditional rezoning as provided in section 405 of the zoning enabling act, MCL 125.3405, the application shall also be accompanied by a proposed contract establishing offered conditions for the rezoning as provided in that section. A city council member, planning commissioner, city officer, city employee, or other agent of the city shall not require, add, or alter any offered conditions for a proposed rezoning.
- (2) The city planner may make a recommendation to the planning commission regarding the requested rezoning.
- (3) The planning commission shall hold a public hearing on the rezoning request as provided by this chapter, the zoning enabling act, and the planning commission's policies, practices, and procedures.
- (4) After the public hearing, the planning commission shall recommend to the city council approval or denial of the rezoning and include in that recommendation the reasons for it.
 - (a) If the rezoning is for a planned unit development, the recommendation may also include recommended conditions for approval.
 - (b) If the application is for a conditional rezoning, the planning commission shall also recommend approval or denial of the offered rezoning contract.
- (5) After receiving the planning commission's recommendation, the city council shall consider the requested rezoning in the same manner as other ordinance amendments except that the city council shall take final action to approve or deny the rezoning. The city council shall also state the reasons for its action.

- (a) If the rezoning is for a planned unit development, the city council may include conditions for the rezoning.
- (b) If the rezoning is for a conditional rezoning as provided in section 405 of the zoning enabling act, MCL 125.3405, the approval shall include action to approve the rezoning contract.
- (6) The following factors shall be applied to the consideration of requests for rezoning:
 - (a) Consistency of the proposed zoning district and land uses that could occur in the proposed zoning district with the adopted master plan. If the application is for a conditional rezoning, consideration shall be given to the effect of any proposed restrictions imposed by the proposed rezoning contract. If the application is for rezoning for a planned unit development, consideration shall be given to the effect of any proposed conditions imposed on the planned unit development.
 - (b) Compatibility of the proposed zoning district and land uses that could occur in the proposed zoning district with existing and future land uses adjacent to and in the vicinity of the property proposed for rezoning. If the application is for a conditional rezoning, consideration shall be given to the effect of any proposed restrictions imposed by the proposed rezoning contract. If the application is for rezoning for a planned unit development, consideration shall be given to the effect of any proposed conditions imposed on the planned unit development.
 - (c) Whether existing or planned public infrastructure and services are sufficient to serve possible uses and development of the property after it is rezoned.
 - (d) Whether the property can be used as currently zoned.
 - (e) Whether all uses that could be made of the property if rezoned as requested are appropriated at the location of the property. If the application is for a conditional rezoning, consideration shall be given to the effect of any proposed restrictions imposed by the proposed rezoning contract. If the application is for rezoning for a planned unit development, consideration shall be given to the effect of any proposed conditions imposed on the planned unit development.

Section 2. That the following statement shall be removed from Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan (it is now shown following the listing of the zoning districts before the text of the provisions applicable to them):

The location and boundaries of the districts are hereby established on a map entitled "City of Wyoming, Michigan Zoning Map", together with all notations, which map is hereby adopted and made a part of this chapter. The zoning map may be maintained by the city in such form as shall from time to time be deemed appropriate including an electronic database or information system. Unless otherwise shown on the zoning map, the district boundary lines follow lot lines or the centerlines of streets or alleys or such lines extended and the corporate limits of the city as they existed on January 3, 1979, and as subsequently revised. If the exact location of any district boundary line cannot be determined by the zoning map, it shall be resolved by the board of zoning appeals.

Section 3. That, if codified by MuniCode, 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.

Section 4. That this ordinance shall take effect upon the later of 15 days after its adoption or upon publication as required by applicable law.

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. 22-22

November 1, 2022

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendments to add section 90-515 to incorporate the existing City zoning map (as it has been amended) into the zoning ordinance, and to add section 90-516 to outline the procedure and criteria applicable to requests for rezoning property from one zoning district to another.

Recommendation: To approve the subject Zoning Ordinance amendments

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on October 18, 2022. A motion was made by VanDuren, supported by Gilreath-Watts, to recommend to the City Council adoption of Sections 90-515 “Zoning Map” and 90-516 “Rezoning” text amendments, which would incorporate the existing City zoning map and outline procedures applicable to requests for rezoning property from one zoning district to another. The motion passed unanimously.

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

Proposed section 90-515 would accept the existing City Zoning Map (as it has been amended) into the Zoning Ordinance. This would approve all previous rezonings and zoning map amendments that were accepted under the previous code section. This section would also serve as the referred to code section for any future amendments to the zoning map.

Proposed section 90-516 would officially codify the procedure and criteria applicable to requests for rezoning property from one zoning district to another, utilizing the criteria that staff, the Planning Commission, and City Council have been applying historically when reviewing these requests. This section also includes clarification of rezoning application requirements, public hearing requirements and procedures, permissible actions in response to rezoning requests for Planning Commission and City Council, and applicable standards for reviewing rezoning requests.

During the public hearing one member of the public asked a question about the proposed ordinance. The proposed zoning code text amendment is attached.

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a horizontal line extending from the end.

Nicole Hofert, Director
Community and Economic Development Department

Cc: Curtis Holt, City Manager

3. The proposed development is similar in function, yet smaller in scale, than the original senior assisted living facility that was approved in 1999. The proposed building would be one story and of residential character to match the surrounding buildings in the Del-Mar Farms PUD. With the approval of the amendment to the ODP, a detailed site plan for the development would be required for approval by the Planning Commission before construction could occur.

Meagher explained that the Development Review Team recommends that the Planning Commission approve the proposed amendment to the Del-Mar Farms Overall Development Plan as requested at 4051 Del-Mar Drive SW.

Micele opened the public hearing at 7:11 PM. There was no public comment, and the public hearing was closed.

Jeff Van Laar, Exxel Engineering, introduced himself as the Engineer representing the Developer. He stated that he is available to answer questions related to the site. Van Laar acknowledged Tom Ostrom from Encore Senior living and said that he is available for any operational questions. Van Laar said that this site has been vacant for quite some time, and they are excited to start the project. Van Laar said that there have been good conversations between City staff and himself and he is hoping to come back for site plan approval and to work with staff again.

A motion was made by Arnoys, supported by Randall, to approve the proposed amendment to the Del-Mar Farms Overall Development Plan at 4051 Del-Mar Drive SW.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request to amend the Wyoming Zoning Code to add section 90-515 to incorporate the existing City zoning map (as it has been amended) into the zoning ordinance, and to add section 90-516 to outline the procedure and criteria applicable to requests for rezoning property from one zoning district to another (Wyoming Planning Staff).

Meagher said that since its adoption, staff has been working to better align the City's Zoning Code with current practices and processes to make the Zoning Code easier to interpret and implement. Meagher explained that this review process, staff has identified that a non-existent code section was being referenced when performing amendments to the City's Zoning Map. Staff has also identified that the City's Zoning Code does not outline a standardized process for performing rezonings and zoning map amendments.

Meagher shared that two text amendments would need to be adopted to accept all previous rezonings, as well as to ensure that all future rezonings are standardized.

Meagher said that the first proposed amendment would create Section 90-515, which would accept the existing City Zoning Map (as it has been amended) into the Zoning Ordinance. This would approve all previous rezonings and zoning map amendments that were accepted under the non-existent code section. Meagher said that this section would also serve as the referred-to code section for any future amendments to the zoning map.

Meagher said that the second proposed amendment would create Section 90-516, which would officially codify the procedure and criteria applicable to requests for rezoning property from one zoning district to another, utilizing the criteria that staff, the Planning Commission, and City Council have been applying historically when reviewing these requests. Meagher stated that this includes clarification of rezoning application requirements, public hearing requirements and procedures, permissible actions in response to rezoning requests for Planning Commission and City Council, and applicable standards for reviewing rezoning requests. Those standards include the following:

- a. *Consistency with the adopted master plan;*
- b. *Compatibility of the allowed uses with existing and future land uses;*
- c. *Capability of the property to be served by public services;*
- d. *Ability of the property to be used as currently zoned; and*
- e. *Appropriateness of all uses allowed within the proposed district at the property location.*

Meagher explained that the addition of this amendment would better define the objective due process of rezoning requests for staff, City Council and Planning Commissioners, potential applicants, and the general public. Additional considerations for conditional rezonings are also clarified in this ordinance. Meagher shared that since proposed Sections 90-515 and 90-516 cannot function exclusively, staff is requesting that the two ordinances be considered together with one single action.

Meagher said that the Development Review Team recommends that Planning Commission adopt the recommended text amendments of *Zoning Code Sections 90-515 and 90-516* and recommends the same to City Council.

Micile opened the public hearing at 7:19 PM.

Jim Davis, Family Promise, said that this is a wonderful opportunity to codify some of the great practices that the City follows. Davis said that he, unfortunately, did not see the agenda prior to the meeting and was not able to read the text on the slides from Meagher's presentation. Davis apologized for having a few vague questions for the board. He stated that for the last year or more he has been working with City staff and elected officials to understand the process for pursuing transitional use housing in the City of Wyoming and the process and that the process has gone in several directions. Davis said that the first thought was that maybe there was a way forward with boarding houses, but that path has been eliminated because of the zoning change on boarding houses. Special use approval is the other conversation that has come up and he said that he shared that with the board at the last Planning Commission meeting. A special use approval would require rezoning, so the last year of work has been trying to use what exists to move forward with the project. Davis said that if the rules were to change midstream for an applicant like Family Promise or a future applicant that has been doing their diligence and trying to take appropriate steps forward that would be unfortunate. He said that he could not see the slides that were being presented and doesn't understand exactly what is being proposed. Davis said that as a former Planning Commissioner he thinks that considerations for special use or rezoning opportunities should have some codified language so that an applicant will know what their obligations are to City staff and community members. He said that Family Promise wants to be great partners in that way so in good faith he is trusting that they are really healthy and positive things, but he is nervous this late in the game wondering what exactly is changing in the future and what currently exists. He thanked the Commissioners for their time.

Paul Dilcher, 4150 Del-Mar Drive SW, Wyoming, MI 49418, asked when construction for the project will start. (*Editor's note: Micele informed the speaker that the public hearing for agenda item #1 was already closed and that he could speak during the public comment at the end of the meeting if he chooses. Meagher spoke to Dilcher individually in the hallway after he left the podium.*)

Micele closed the public hearing at 7:22 PM.

A motion was made by VanDuren, supported by Gilreath-Watts, to recommend that Planning Commission adopt the recommended text amendments of *Zoning Code Sections 90-515 and 90-516* and recommend the same to City Council.

Arnoys asked staff to confirm if this amendment includes process changes.

Hofert confirmed that no changes are being made to the processes, just codifying the procedures. This amendment is written documentation of how the City has been applying rezoning procedures.

A vote on the motion passed unanimously.

**Article 5 – DEVELOPMENT REVIEW
CITY OF WYOMING ZONING ORDINANCE**

established for the final development plan. When, in the judgment of the City Planner, City Engineer, and the City Attorney, the proposed change is a substantial deviation from the approved preliminary concept plan, the change shall be reviewed as a new application, in accordance with the provisions of Sections 90-511(B) and 90-511(C); provided, public hearings shall not be required, but may be conducted at the discretion of the Planning Commission and/or the City Council.

Sec. 90-514 Existing PUDs

Within the city, there are existing PUD’s identified on the zoning map as “PUD-1, -2, and -3”. These developments shall be exempt from the requirements of this article to the extent that they conform to the prior approved development plans for each respective project. However, any expansion, alteration or modification of the existing approved developments that constitutes a major change, as defined in Section 90-513, shall be subject to the procedural requirements of Section 90-513(C).

Sec. 90-515 Zoning Map

- (1) The map entitled City of Wyoming, Michigan Zoning Map, together with all notations, as it exists on October 31, 2022 (i.e., after the effective date of Ordinance (No. 15-22) which map is made a part of this chapter and may be referred to as the "zoning map." may be maintained by the city in such form as shall from time to time be deemed appropriate including an electronic database or information system.
 - (a) The location and boundaries of the zoning districts are as depicted on the zoning map.
 - (b) Unless otherwise shown on the zoning map, the district boundary lines follow lot lines or the centerlines of streets or alleys or such lines extended and the corporate limits of the city as they existed on January 3, 1979, and as subsequently revised.
 - (c) If the exact location of any district boundary line cannot be determined by the zoning map, it shall be resolved by the board of zoning appeals.
- (2) The zoning map may be amended by ordinances adding subsequent subsections to this section (subsections (3) and following) that include the street address(es), tax parcel number(s), and legal description(s) for the property to be rezoned by the adopted ordinance, using the procedure and considering the factors provided in section 90-516.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

**Article 5 – DEVELOPMENT REVIEW
CITY OF WYOMING ZONING ORDINANCE**

Sec. 90-516 Rezoning

Requests for rezoning of property from one zoning district to another zoning district (amending the zoning map by additional subsections to section 90-515) shall be addressed as provided in this section.

- (1) An application for rezoning shall be filed with the city planner in a format designated by the city planner that shall include the street address(es), tax parcel number(s), legal description(s), and drawing of the property that is to be rezoned. The city planner may require a survey if the city planner deems it necessary or prudent for accurately determining the property to be considered for rezoning.
 - (a) If the rezoning is for a planned unit development, the application and supporting materials must meet all requirements in this chapter for consideration of that proposed planned unit development.
 - (b) If the rezoning is for a conditional rezoning as provided in section 405 of the zoning enabling act, MCL 125.3405, the application shall also be accompanied by a proposed contract establishing offered conditions for the rezoning as provided in that section. A city council member, planning commissioner, city officer, city employee, or other agent of the city shall not require, add, or alter any offered conditions for a proposed rezoning.
- (2) The city planner may make a recommendation to the planning commission regarding the requested rezoning.
- (3) The planning commission shall hold a public hearing on the rezoning request as provided by this chapter, the zoning enabling act, and the planning commission’s policies, practices, and procedures.
- (4) After the public hearing, the planning commission shall recommend to the city council approval or denial of the rezoning and include in that recommendation the reasons for it.
 - (a) If the rezoning is for a planned unit development, the recommendation may also include recommended conditions for approval.
 - (b) If the application is for a conditional rezoning, the planning commission shall also recommend approval or denial of the offered rezoning contract.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
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Use Table	Zoning Map				

**Article 5 – DEVELOPMENT REVIEW
CITY OF WYOMING ZONING ORDINANCE**

- (5) After receiving the planning commission’s recommendation, the city council shall consider the requested rezoning in the same manner as other ordinance amendments except that the city council shall take final action to approve or deny the rezoning. The city council shall also state the reasons for its action.
- (a) If the rezoning is for a planned unit development, the city council may include conditions for the rezoning.
- (b) If the rezoning is for a conditional rezoning as provided in section 405 of the zoning enabling act, MCL 125.3405, the approval shall include action to approve the rezoning contract.
- (6) The following factors shall be applied to the consideration of requests for rezoning:
- (a) Consistency of the proposed zoning district and land uses that could occur in the proposed zoning district with the adopted master plan. If the application is for a conditional rezoning, consideration shall be given to the effect of any proposed restrictions imposed by the proposed rezoning contract. If the application is for rezoning for a planned unit development, consideration shall be given to the effect of any proposed conditions imposed on the planned unit development.
- (b) Compatibility of the proposed zoning district and land uses that could occur in the proposed zoning district with existing and future land uses adjacent to and in the vicinity of the property proposed for rezoning. If the application is for a conditional rezoning, consideration shall be given to the effect of any proposed restrictions imposed by the proposed rezoning contract. If the application is for rezoning for a planned unit development, consideration shall be given to the effect of any proposed conditions imposed on the planned unit development.
- (c) Whether existing or planned public infrastructure and services are sufficient to serve possible uses and development of the property after it is rezoned.
- (d) Whether the property can be used as currently zoned.
- (e) Whether all uses that could be made of the property if rezoned as requested are appropriated at the location of the property. If the application is for a conditional rezoning, consideration shall be given to the effect of any proposed restrictions imposed by the proposed rezoning contract. If the application is for rezoning for a planned unit development, consideration shall be given to the effect of any proposed conditions imposed on the planned unit development.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
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