

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, AUGUST 20, 2018, 7:00 P.M.

- 1) **Call to Order**
- 2) **Invocation** – Pastor Kim DeLong, Wyoming Park United Methodist 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 August 6, 2018 Regular Meeting and the August 13, 2018 Work Session
- 7) **Approval of Agenda**
- 8) **Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
7:01 p.m. To Consider a Proposed Brownfield Plan Amendment for 2557 (Partial), 2757, 2759, and 2761 44th Street SW
- 9) **Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) **Presentations and Proclamations**
 - a) Presentations
 1. City Cyber Security by Pat Firestone
 2. City Fraud Prevention by Rosa Ooms
 - b) Proclamations
- 11) **Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) **Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) **Budget Amendments**
 - a) Budget Amendment No. 26 – To Reduce Budgetary Authority by \$750,756.14 to Adjust the Reappropriations from the 2017-2018 Fiscal Year

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 Ellen Bristol for Her Service as a Member of the WKTU Commission of the City of Wyoming
- b) To Appoint Teresa Womble as a Member of the Community Enrichment Commission for the City of Wyoming
- c) To Appoint Jordan Stonehouse as a Member of the Community Development Committee for the City of Wyoming
- d) To Set Meeting Day and Time for the WKTU Commission of the City of Wyoming
- e) To Set a Public Hearing Regarding the Edward Byrne Memorial Justice Assistance Grant (September 4, 2018 at 7:01 p.m.)
- f) To Authorize Members of the City Council to Attend the Michigan Municipal League Annual Convention

15) Resolutions

- g) To Approve a Brownfield Plan Amendment for Eligible Activities Conducted at 2557 (Partial), 2757, 2759, and 2761 44th Street Southwest
- h) To Authorize the City Manager to Execute an Employment Agreement with the Deputy Fire Chief (Assistant Deputy Director of Fire Services)
- i) To Authorize the Mayor and City Clerk to Accept a Donation of Funds from the Wyoming Senior Fellowship Club, Inc. and to Authorize the Related Budget Amendment (Budget Amendment No. 24)

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

- j) To Authorize the Mayor and City Clerk to Execute an Agreement with Donohue & Associates for Engineering Services and to Authorize the Related Budget Amendment (Budget Amendment No. 25)
- k) To Accept a Proposal from Fishbeck, Thompson, Carr & Huber (FTCH) and to Authorize the Mayor and City Clerk to Execute the Agreement
- l) To Authorize Final Payment for the Repainting of the Gezon Elevated Water Tank
- m) For Award of Bids
 - 1. Generator
 - 2. Gasoline and Diesel Fuel
 - 3. Courthouse - Roofing

17) Ordinances

15-18 To Amend Chapter 2, Article IV, of the Code of Ordinances, City of Wyoming, Michigan, by Adding Division 7 to Provide for a Service Charge in Lieu of Taxes, Pursuant to 1966 PA 346, for the _____ Housing Project for Low Income Persons and Families to be Financed with a Federally-Aided Mortgage Loan (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment



Council Regular Meeting

August 20th, 2018

Information Technology Cyber Security Presentation

City of Wyoming Technology





Security Challenges

Data Breach

A **data breach** is the intentional or unintentional release of secure or private/confidential information to an untrusted environment.

Notable examples include:

[Equifax](#), July 2017, 145,500,000 consumer records, the largest known data breach in history at the time ^[1]

[Yahoo](#), October 2017, 3 billion accounts had been breached, accounting for every Yahoo account at the time ^[2]

[1] Mathews, Lee, "Equifax Data Breach Impacts 143 Million Americans", *Forbes*, September 7, 2017

[2] Stempel, Jonathan & Finkle, Jim, "Yahoo says all three billion accounts hacked in 2013 ...", *Reuters*, October 3, 2017



Security Challenges

RansomWare

RansomWare is a type of advanced malware attack that takes hold of a device, either locking the user out entirely or encrypting files so they cannot be used. Some facts about ransomware:

- Purpose of ransomware is to extract money from victims
- Very profitable for cybercriminals
- Attacks worldwide rose 350% in 2017 from 2016^[1]
- Approximately 56% of organizations worldwide experienced a ransomware attack in the last 12 months
- Victims have included municipal governments (Atlanta, GA)

[1] Cook, Sam, "2017-2018 Ransomware statistics and facts" *Antivirus*, May 24, 2018



Security Challenges

Other Challenges

0-Day Exploits – Period of time where there is no patch for a vulnerability.

Extortion Emails – Emails requesting bitcoin payments or threat of releasing personal information about you.

Expanding Targets – Increasing targets, including smart phones, home routers, security cameras, and other “Internet-Connected” devices.

Connected Partners – Ensuring protection from other connected networks.



Security Challenges

What are we doing?

“Protect our Borders” – Firewalls; Email spam checking services; Network anomaly detection/alerting software; Monitoring and logging

“Protect the Inside” – Client-level endpoint security software; Server monitoring software; Patch management; Infrastructure upgrades; Robust backups

“Incident Response” – Detailed plan for remediation of an incident

“Educate the workforce” – High priority action item as a way to prevent issues.



Security Challenges

Thanks for all your support from
The Information Technology Department!

CITY OF WYOMING BUDGET AMENDMENT

Date: August 20, 2018

Budget Amendment No. 026

To the Wyoming City Council:

A budget amendment is requested for the following reason: To reduce budgetary authority by \$750,756.14 to adjust the reappropriations from the 2017-2018 fiscal year as per the attached staff report.

| <u>Description/Account Code</u> | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|---|----------------|-----------------|-----------------|----------------|
| <u>Major Streets Fund</u> | | | | |
| Public Works - Street Maintenance - Capital Outlay Street Resurfacing | | | | |
| 202-441-46300-972.510 | 7,134,353.02 | | 350,000.00 | 6,784,353.02 |
| Balance/Working Capital (Fund 202) | | 350,000.00 | | |
| <u>Local Streets Fund</u> | | | | |
| Public Works - Street Maintenance - Capital Outlay Street Resurfacing | | | | |
| 203-441-46300-972.510 | 2,336,461.06 | | 260,000.00 | 2,076,461.06 |
| Balance/Working Capital (Fund 203) | | 260,000.00 | | |
| <u>Parks and Recreation Fund</u> | | | | |
| Parks and Recreation - Parks and Rec Facility - Capital Outlay Buck Creek Nature Preserve | | | | |
| 208-752-75600-975.120 | 46,222.00 | | 11,600.00 | 34,622.00 |
| Balance/Working Capital (Fund 208) | | 11,600.00 | | |
| <u>Capital Improvement Fund</u> | | | | |
| Public Works - Major Street Construction - Capital Outlay Major Street Construction | | | | |
| 400-441-50200-972.502 | 1,104,089.23 | | 64,140.33 | 1,039,948.90 |
| Balance/Working Capital (Fund 400) | | 64,140.33 | | |
| <u>Water Fund</u> | | | | |
| Water Utility - Capital Outlay - Capital Outlay | | | | |
| 591-591-57300-986.444 | 1,460,961.19 | | 37,080.00 | 1,423,881.19 |
| Balance/Working Capital (Fund 591) | | 37,080.00 | | |
| <u>Capital Projects Revolving Fund</u> | | | | |
| General Government - Capital Outlay - Capital Outlay | | | | |
| 800-000-57300-975.000 | 330,076.45 | | 27,935.81 | 302,140.64 |
| Balance/Working Capital (Fund 800) | | 27,935.81 | | |

CITY OF WYOMING BUDGET AMENDMENT

Date: August 20, 2018

Budget Amendment No. 026

Recommended: Kate Bayliff
Senior Accountant

Mark Lee
Assistant City Manager

Motion by Councilmember _____, seconded by Councilmember _____
that the General Appropriations Act for Fiscal Year 2018-2019 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: August 14, 2018
Subject: Budget Amendment to Adjust Reappropriations from the 2017-2018 Fiscal Year
From: Kate Balfort, Senior Accountant

Recommendation:

Annually, the City Council approves the reappropriation of budgeted funds for open purchase orders and unfinished projects from the prior fiscal year to the current fiscal year. Budget amendments 11 through 22 detailing the reappropriations from fiscal year 2018 were approved by City Council on August 6, 2018. After further review of the related budgets and associated accounts, the following adjustments are being recommended.

Major and Local Streets Funds – Accounts 202-441-46300-972.510 and 203-441-46300-972.510; Capital Outlay Street Resurfacing

The resurfacing amounts in both the Major and Local Streets Funds for the 2017 Wyoming Resurfacing Project will be much less than the original purchase order was issued for. The amount for major streets is expected to be \$350,000 less than originally budgeted. The amount for local streets is expected to be \$260,000 less than originally budgeted. It is recommended that both account budgets be reduced by these amounts to reflect these expectations.

Parks and Recreation Fund – Account 208-752-75600-975.120; Capital Outlay Buck Creek Nature Preserve

The original amount reappropriated included \$11,600 in retainage for the Buck Creek Restroom Project. This amount was applicable to work completed in fiscal year 2018 and the expenditure was moved accordingly. It is recommended that this account budget be reduced in fiscal year 2019 to reflect this adjustment.

Capital Improvement Fund – Account 400-441-50200-972.502; Major Street Construction – Capital Outlay

The original amount reappropriated included \$64,140.33 for the 28 West Place Project. This project is complete and should not have been included in the reappropriations. It is recommended that this account budget be reduced to reflect this adjustment.

Water Fund – Account 591-591-57300-986.444; Capital Outlay

The original amount reappropriated included \$37,080 in retainage for the Gezon Tank Painting Project. This amount was applicable to work completed in fiscal year 2018 and the expenditure was moved accordingly. It is recommended that this account budget be reduced in fiscal year 2019 to reflect this adjustment.

Capital Projects Revolving Fund – Account 800-000-57300-975.000; Capital Outlay

The original amount reappropriated included \$27,935.81 in retainage for the Ferrand Park project. This amount was applicable to work completed in fiscal year 2018 and the expenditure was moved accordingly. It is recommended that this account budget be reduced in fiscal year 2019 to reflect this adjustment.

Respectfully Submitted,

Kate Balfort
Senior Accountant

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO ELLEN BRISTOL FOR HER SERVICE
AS A MEMBER OF THE WKTV COMMISSION
OF THE CITY OF WYOMING

WHEREAS:

1. Ellen Bristol has served faithfully and effectively as a member of the WKTV Commission since November 2, 2015.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Ellen Bristol for her dedicated service as a member of the WKTV Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 20, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT TERESA WOMBLE AS A MEMBER OF
THE COMMUNITY ENRICHMENT COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Teresa Womble has submitted an application requesting appointment to the Community Enrichment Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2021 on the Community Enrichment Commission.
3. It is the desire of the City Council that Teresa Womble be appointed to fill that unexpired term on the Community Enrichment Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby appoint Teresa Womble as a member of the Community Enrichment Commission of the City of Wyoming for the unexpired term ending June 30, 2021.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 20, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT JORDAN STONEHOUSE AS A MEMBER OF THE
COMMUNITY DEVELOPMENT COMMITTEE FOR THE CITY OF WYOMING

WHEREAS:

1. Jordan Stonehouse has submitted an application requesting appointment to the Community Development Committee for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2020.
3. City Council wishes to appoint Jordan Stonehouse as a member of the Community Development Committee.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of Jordan Stonehouse as a member of the Community Development Committee for the term ending June 30, 2020.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 20, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET MEETING DAY AND TIME
FOR THE WKTV COMMISSION
OF THE CITY OF WYOMING

WHEREAS:

1. The WKTV Commission currently meets on the first Tuesday of each month at 6:00 p.m.
2. The WKTV Commission has proposed changing its meeting schedule to 7:00 p.m. on the first Monday of each month.
3. Section 2.113 of the Code of Ordinances states that the days and times of regular meetings of all board and commission shall be set by City Council resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. The regular day and time for meetings of the WKTV Commission shall be the first Monday of each month at 7:00 p.m. at WKTV.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 20, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

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

WHEREAS:

1. The City of Wyoming Department of Public Safety is submitting an application for the Edward Byrne Memorial Justice Assistance Grant in the amount of \$25,663 to be used toward the procurement of equipment, technology, and other items directly related to basic law enforcement functions.
2. The City of Wyoming would accept \$25,663 in grant funds for the procurement of equipment, technology, and other items directly related to basic law enforcement functions.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby set a public hearing to be held on Tuesday, September 4, 2018, at 7:01 p.m., for the purpose of receiving public comment on the use of the 2018 Edward Byrne Memorial Justice Grant Funds for program activities.
2. The City of Wyoming sets that the form of the notice to be published as follows:

Notice of Public Hearing
Edward Byrne Memorial Justice Assistance Grant

The City Council of the City of Wyoming will hold a public hearing on Tuesday, September 4, 2018, at 7:01 p.m. in the City Council Chambers for the purpose of receiving comment on the use of the 2018 Edward Byrne Memorial Justice Assistance Grant for program activities. The total amount of the funds to be received for 2018 is \$25,663. For information on the proposed program activities contact Wyoming Police Captain James Maguffee at 616.530.7324 or maguffeej@wyomingmi.gov. Written comments may be submitted to the City Clerk at 1155 28th Street SW, Wyoming, MI 49509.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 20, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: August 15, 2018
Subject: Public Hearing for Byrne Grant Dollars
From: Captain James Maguffee
Meeting Date: August 20, 2018

Recommendation:

I respectfully request the council to allow and schedule a public hearing session regarding the acceptance and use of federal grant money relating to the FY 2018 Edward Byrne Memorial Grant. This program has already allocated (but not yet awarded) \$25,663 to the City of Wyoming for approved law enforcement equipment, technology, or programming.

Sustainability Criteria:

Environmental Responsibility – There is a minor impact on this category. One of the items we plan to purchase if awarded this grant is a new LED, belt mounted, rechargeable flashlight platform. This would replace outdated disposable battery models that burn through batteries at a very high rate.

Social Equity – There is an impact to this category as well. Another item we plan to purchase if awarded is a portable fingerprint scanner. This will allow quicker, more accurate field identifications, possibly resulting in detentions of shorter duration and lessen the need for the jail lodging of persons who might otherwise be unidentified.

Economic Strength – There is no matching requirement to this grant. The dollars would go directly to things we otherwise have not budgeted for and could not purchase now or in the near future.

Customer Service – All purchases resulting from this grant award will increase our ability to deliver safe, effective policing to our citizenry.

Discussion:

We have participated in the Byrne grant program in most years during the last decade. The program is a proven avenue to access federal dollars dedicated for law enforcement operations. The administrative requirements are minimal and the award will provide some much needed equipment. There are three items we hope to purchase if awarded this grant:

- New Flashlights. Our current flashlights are an amalgam of incandescent, unwieldy, 30 year old technology, or small, underpowered, disposal battery model lights. Newer models offer cleaner, more powerful lighting, compact belt carry, and the ability to quickly recharge.
- Portable Fingerprint Scanner. There is technology available to put a wireless fingerprint reader into the hands of road patrol officers. This will allow officers to identify otherwise unidentified persons in the field during investigations and arrests. These identifications could lessen the need to lodge suspects in jail for minor infractions once the identification is confirmed and allow for more book and release situations. It likely will also identify fugitives more quickly and efficiently.
- Evidence Drying Cabinet. We planned to purchase this important forensics tool this budget year and had identified forfeiture dollars to do so. However, an unexpected emergent need to buy a critical software program for the Forensic Science Unit took those funds and the plan to purchase this equipment was scrapped. This will allow us to purchase this after all.

Thank you for your consideration.

Respectfully Submitted,

Capt. James Maguffee
Deputy Director Public Safety
Administrative Services

RESOLUTION NO. _____

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

WHEREAS:

1. The 2018 Michigan Municipal League's Annual Convention will be held in Grand Rapids, MI, September 20-22.
2. It is the desire of the City Council that Wyoming be represented at the conference by Mayor Jack Poll, who will be the official representative to cast the vote of the municipality, and Mayor Pro-Tem Sam Bolt, who will serve as an alternate representative.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council hereby authorize Mayor Jack Poll and Mayor Pro-Tem Sam Bolt to attend the 2018 Michigan Municipal League's Annual Convention on September 20-22.
2. That expense reports will be submitted at the conclusion of the conference for approval at the next regular City Council meeting.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 20, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE A BROWNFIELD PLAN AMENDMENT FOR
ELIGIBLE ACTIVITIES CONDUCTED AT 2557 (PARTIAL), 2757, 2759, AND
2761 44TH STREET SOUTHWEST

WHEREAS:

1. The City of Wyoming Brownfield Redevelopment Authority (the "Authority"), has approved and recommended a First Amended Brownfield Plan Amendment to provide reimbursement for updated eligible activities at 2557 (partial), 2757, 2759, and 2761 44th Street Southwest, pursuant to the Brownfield Redevelopment Financing Act, 1996 PA 381, MCL 125.2651 *et seq.* ("Act 381"), a copy of which is attached as **Exhibit A** (the "Plan").
2. At least 10 days before the meeting at which this Resolution was considered, notice was given pursuant to Act 381 to fully inform all taxing jurisdictions affected by the Plan about the Plan's potential effect on their tax revenues.
3. The City Council has provided the taxing jurisdictions a reasonable opportunity to express their views and recommendations regarding the Plan in accordance with Sections 13(13) and 14(1) of Act 381.
4. The City Council held a public hearing on the Plan on August 20, 2018, and determined that it is in the best interest of the City to approve the Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council finds that: (i) the Plan constitutes a public purpose under Act 381; (ii) the Plan meets all of the requirements for a Brownfield Plan amendment set forth in Act 381; (iii) the Plan's proposed method of financing the costs of the eligible activities is reasonable and the Authority has the ability to arrange the financing; (iv) the costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of Act 381; and (v) the amount of captured taxable value estimated to result from the adoption of the Plan is reasonable.
2. The Plan in the form attached as Exhibit A is approved.
3. All resolutions and parts of resolutions are, to the extent any conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 20, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Plan Amendment

Resolution No. _____

STAFF REPORT

Date: July 23, 2018

Subject: First Amended Brownfield Plan for CWD 2757 44th, LLC

From: Megan Sall, Assistant City Manager

Meeting Date: August 20, 2018

Recommendation:

Staff recommends approval of the First Amended Brownfield Plan submitted by CWD 2757 44th, LLC for redevelopment of the site at 2557, 2757, 2759 and 2761 44th Street SW. The Plan is recommended for approval by the Wyoming Brownfield Redevelopment Authority which reviewed the plan at a special meeting on July 17, 2018.

Sustainability Criteria:

Environmental Quality – Approval of these actions will allow the BRA to assist with contaminated soil removal on a brownfield property within the City of Wyoming, thereby improving its condition and quality.

Social Equity – Approval of these actions will allow for commercial redevelopment, thereby providing job opportunities and retail amenities for all residents of Wyoming.

Economic Strength – Approval of these actions will allow the BRA to significantly impact and increase the future taxable value of the property. It will also contribute to the ongoing success of the commercial corridor on 44th St SW.

Discussion:

CWD is actively working to redevelop the former Ramblewood Plaza site at 2557 (partial), 2757, 2759 and 2761 44th Street SW. The property is a certified brownfield, due to contamination from a dry cleaner that was formerly on the site.

In 2017, CWD received approval from the City for a Brownfield Plan Amendment that included plans for vapor mitigation. Since that time, it became apparent that the original mitigation plans were not sufficient and soil removal was necessary in order to attract desired commercial tenants. The cost for soil removal was above and beyond what was originally requested in the Brownfield Plan, and staff and CWD recently applied for a

grant/loan through the DEQ to assist. City Council approved submittal of the grant application and its related reimbursement agreement on June 18, 2018.

Council is now being asked to approve an updated Brownfield Plan which contains a revised list of eligible activities and costs, in accordance with the plans for soil removal. No other substantive changes are proposed. The City's agreed upon maximum reimbursement for eligible costs remains at \$842,500. Additional details are as follows:

| | Original Plan | First Amended Plan |
|---------------------------|--|--|
| Capital Investment: | \$8,200,000 | \$20,300,000 |
| Reimbursable Expenses: | \$842,500 | \$842,500 |
| Length of Capture: | 12 years after completion, 15 year max | 12 years after completion, 15 year max |
| Estimated Jobs: | 100 new full and part-time | 100 new full and part-time |
| Starting date of project: | Fall 2017 (demolition) Spring 2018 (construction) | Fall 2018 (soil removal) Spring 2019 (construction) |

**FIRST AMENDED BROWNFIELD PLAN TO THE CITY OF WYOMING
BROWNFIELD REDEVELOPMENT AUTHORITY
CWD 2757 44th, LLC PROJECT**

July 17, 2018

Project Summary

A brownfield plan was originally approved for the CWD 2757 44th, L.L.C. ("CWD 2757") project in 2017 with a proposal to redevelop the existing site located at 2557 (partial), 2757, 2759 and 2761 44th Street (the "Property") into new commercial office and restaurant/retail space along with site improvements to complement the proposed uses (the "Project"). This first amendment to the plan is being proposed to redefine the scope of the Project and to align the costs with an updated scope of remediation activities at the Property. This plan supersedes and replaces the previously adopted version.

The Project will involve significant demolition of existing structures (both interior and exterior) and site improvements along with construction of new hotel, retail and restaurant space. The existing retail building will be partially demolished and rehabilitated for retail space as part of the overall Project. The Project site improvements include new paving, landscaping and utility improvements.

The Project will bring new life to a site that has been underutilized and has not seen high occupancy levels for quite some time. The Project will provide higher density and is expected to generate approximately 100+ new jobs at the site. Total capital investment is estimated at approximately \$20.3 million and the Project is expected to commence in second half of 2018 and be completed in phases over the next 24-36 months.

Basis of Eligibility

Groundwater testing revealed PCE at concentrations greater than Michigan's most restrictive RCC. Therefore, based on the results of the analytical sampling, the site is classified as a "facility" under Part 201 of the Natural Resources and Environmental Protection Act, Act 451 P.A. 1994, as amended (Act 451), and considered "Eligible Property under Act 381 of 1996, as amended." See Exhibit D for summary of contamination.

Required Elements of Brownfield Plan

- 1. A description of costs intended to be paid for with the tax increment revenues. (MCLA 125.2663(2)(a))**

CWD 2757 will seek tax increment financing from available local taxes, school operating taxes and state education tax millage for Michigan Department of Environmental Quality (MDEQ)

eligible activities at the Property and available local taxes for non-environmental eligible activities, including baseline environmental assessment activities, due care activities, lead and asbestos abatement, demolition, site preparation, infrastructure improvements, brownfield plan amendment and work plan preparation and development, totaling \$1,425,450.

Table 1 below presents estimated costs of the eligible activities for this project which qualify for reimbursement from tax increment financing.

| <u>Table 1 – Eligible Activities</u> Task | Cost Estimate |
|--|---------------------|
| 1. Baseline Environmental Assessment Activities | \$ 35,000 |
| 2. Due Care Activities | \$ 793,450 |
| 3. Lead and Asbestos Abatement | \$ 95,000 |
| 4. Demolition | \$ 184,000 |
| 5. Site Preparation | \$ 173,500 |
| 6. Infrastructure Improvements | \$ 114,500 |
| <i>Subtotal</i> | <i>\$ 1,395,450</i> |
| 7. Preparation and development brownfield plan and work plan | \$ 30,000 |
| TOTAL ACTIVITIES | \$ 1,425,450 |

2. A brief summary of the eligible activities that are proposed for each eligible property. (MCLA 125.2663(2)(b))

“Eligible activities” are defined in the Act as meaning one or more of the following: (i) baseline environmental assessment activities; (ii) due care activities; and (iii) additional response activities. In addition, in qualified local governmental units such as the City of Wyoming, the Act includes the following additional activities under the definition of “eligible activities”: (A) infrastructure improvements that directly benefit eligible property; (B) demolition of structures that is not response activity under Part 201 of NREPA; (C) lead or asbestos abatement; and (D) site preparation that is not response activity under Part 201 of NREPA.

The costs of eligible activities are estimated in Table 1 above and include the following:

1. Baseline Environmental Assessment Activities. Baseline environmental assessment activities have been completed on the Property as part of the acquisition process.
2. Due Care Activities. Depending on the final site construction plans, due care activities will require additional soil testing, capping of soils, land use restrictions,

soil management plans, excavation, transportation and disposal of contaminated soils, and potential installation of vapor barriers and subsurface depressurization systems, including ongoing maintenance thereof.

3. Lead and Asbestos Abatement. It is anticipated that lead and asbestos materials will be encountered during the demolition process. Therefore, the proposed abatement costs will include proper assessment, removal and disposal of any materials encountered during the demolition and rehabilitation process.
4. Demolition. Demolition activities will include demolition of the existing buildings and site demolition, including proper disposal of non-reusable or non-recyclable building materials. This will include items such as the removal of site improvements, utilities, lighting, paving, curbs, sidewalks, approaches, etc.
5. Site Preparation. Site preparation activities will include mass grading and land balancing, including excavation and soil removal to balance site, silt fencing, retaining wall installation, geotechnical engineering and utility relocation and abandonment.
6. Infrastructure Improvements. Infrastructure improvements will include those improvements set within public easements and right-of-ways, including sidewalks, curb and gutter, road reconstruction or repair, utility improvements, landscaping, irrigation, drives and approaches.
7. Brownfield Plan Preparation and Development and Work Plan Preparation. Costs incurred to prepare and develop this brownfield plan and work plan, as required per Act 381 of 1996, as amended.

3. An estimate of the captured taxable value and tax increment revenues for each year of the Plan from each parcel of eligible property and in the aggregate. (MCLA 125.2663(2)(c))

An estimate of real property tax capture for tax increment financing is attached as Exhibit B.

4. The method by which the costs of the Plan will be financed, including a description of any advances made or anticipated to be made for the costs of the Plan from the City. (MCLA 125.2663(2)(d))

The cost of the Eligible Activities included in the Brownfield Plan Amendment will initially be paid for by CWD 2757 and they will seek reimbursement through available local and school property tax increment during the term of the Brownfield Plan Amendment, as provided in a reimbursement agreement in a form approved by the same motion/resolution used to approve this Brownfield Plan Amendment. Additionally, the City of Wyoming Brownfield Redevelopment Authority (the “Authority”) applied for a MDEQ Grant and Loan of up to

\$635,000 that is expected to be approved and used for investigation, transportation and disposal of contaminated soils at the site. It is expected that the MDEQ Grant and Loan funds will be used to cover the cost of up to \$582,950 of the Due Care Activities listed above. Tax increment revenues generated by the Project will be pledged to make the payments on the MDEQ Loan.

5. The maximum amount of the note or bonded indebtedness to be incurred, if any. (MCLA 125.2663(2)(e))

No bonds will be issued for the Project and, therefore, no bonded indebtedness will be incurred for the Project. The Authority is expected to receive a MDEQ Grant and Loan for the Project of up to \$635,000. The amount of the loan portion of the award will depend on the availability of grant funds from the MDEQ.

6. The duration of the Plan, which shall not exceed the lesser of (1) the period required to pay for the eligible activities from tax increment revenues plus the period of capture authorized for the local site remediation revolving fund or (2) 30 years. (MCLA 125.2663(2)(f)).

The duration of the Brownfield Plan Amendment for the Project is estimated to be 15 years. Per the original Brownfield Plan, the base taxable value of the Brownfield Plan was established to be that of the next assessment roll for which equalization was completed following the date the resolution that added the Property in the Brownfield Plan (i.e. 2018 TV). It is estimated that redevelopment of the Property will be completed over the next 18-24 months beginning in the summer of 2018 and that it will take up to 10 years to recapture the Eligible Activities through tax increment revenues, plus up to five years of capture for the revolving fund, if available. Therefore, the first year of tax increment capture will be 2019 and the Brownfield Plan Amendment will remain in place to allow CWD 2757 up to 15 years of capture plus the Authority's capture for the revolving fund capture.

7. An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the Property is located. (MCLA 125.2663(2)(g))

An estimate of real property tax capture is attached as Exhibit B.

8. A legal description of each parcel of eligible property to which the Plan applies, a map showing the location and dimensions of each eligible property, a statement of the characteristics that qualify the property as eligible property, and a statement of whether personal property is included as a part of the eligible property. (MCLA 125.2663(2)(h))

- a. See legal description at Exhibit A.
- b. See location and site map at Exhibit C.
- c. Characteristics of Property:

The Property housed three buildings on approximately 5.7 acres of land in

the City of Wyoming. The buildings consisted of a three-story office building (approximately 5,900sf), a single-story former restaurant (approximately 9,466sf) and a multi-tenant single-story strip center (approximately 19,200sf). The buildings have maintained the same uses with various tenants since being constructed. The only remaining building at the site is the multi-tenant single-story strip center as the other buildings were demolished.

- d. Personal property: New personal property added to the Property is included as part of the "Eligible Property" to the extent it is taxable.

9. An estimate of the number of persons residing on each eligible property to which the Plan applies and the number of families or individuals to be displaced, if any. (MCL 125.2663(2)(i))

There are no persons residing on this Property and, therefore, no families or individuals will be displaced.

10. A plan for establishing priority for the relocation of persons displaced by implementation of the Plan, if applicable. (MCLA 125.2663(2)(j))

This Section is inapplicable to this site as there are no persons residing on this Property.

11. Provision for the costs of relocating persons displaced by implementation of the Plan, and financial assistance and reimbursement of expenses, if any. (MCLA 125.2663(2)(k))

This Section is inapplicable to this site as there are no persons residing on this Property.

12. A strategy for compliance with the Michigan Relocation Assistance Act, if applicable. (MCLA 125.2663(2)(l))

This Section is inapplicable to this site as there are no persons residing on this Property.

13. A description of the proposed use of the local site remediation revolving fund. (MCLA 125.2663(2)(c))

If increment is available, funds will be captured for the revolving fund, which may be used for other projects within the City. However, the revolving fund will not be used for the Project.

14. Other material that the Authority or the City Council considers pertinent. (MCLA 125.2663(2)(m))

The public will benefit through the redevelopment of this underutilized Property and creation of approximately 100+ new jobs at the site. In addition, temporary construction jobs

will be created and the City and State of Michigan will benefit from the long-term increased tax revenue generated from the new and rehabilitated buildings.

EXHIBIT A

Legal Description

Address: 2557 (partial), 2757, 2759, 2761 44th Street SW

Tax Parcel No.: 41-17-21-451-038 (partial), 41-17-21-451-017, 41-17-21-451-022, 41-17-21-451-016

Legal Description: That part of the Southeast $\frac{1}{4}$, Section 21, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the Southeast corner of said Southeast $\frac{1}{4}$; thence North 89 degrees 06 minutes West 2063.0 feet along the South line of said Southeast $\frac{1}{4}$; thence North 00 degrees 54 minutes East 50.0 feet to the North line of 44th Street and the place of beginning of this description; thence North 89 degrees 06 minutes West 453.51 feet along the North line of 44th Street to the Easterly line of the former Railroad R.O.W. (100 feet wide); thence Northerly 531.88 feet along said Easterly line on a curve to the right, whose radius is approximately 5650 feet and the chord of which bears North 5 degrees 28 minutes 10 seconds East 531.68 feet; thence South 89 degrees 06 minutes East 442.45 feet to the Westerly line of Crooked Tree Road (60 feet wide); thence South 5 degrees 00 minutes East 227.75 feet; thence Southerly 156.47 feet on a 305.98 foot radius curve to the right, the chord of which bears South 9 degrees 39 minutes West 154.77 feet; thence Southerly 154.74 feet along a 378.9 foot radius curve to the left; the chord of which bears South 12 degrees 36 minutes West 153.67 feet to the place of beginning.

EXHIBIT B

TIF Table

Tax Increment Revenue Capture Estimates
 CWD 2757 44th, L.L.C.
 Wyoming, Michigan
 July 17, 2018

Estimated Taxable Value (TV) Increase Rate: 0.75% per year

| Plan Year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|---|------------|------------|------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Calendar Year | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 |
| Base Taxable Value | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 |
| Estimated New TV | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 5,250,000 | \$ 5,289,375 | \$ 5,329,045 | \$ 5,369,013 | \$ 5,409,281 | \$ 5,449,850 | \$ 5,490,724 | \$ 5,531,905 | \$ 5,573,394 |
| Incremental Difference (New TV - Base TV) | \$ - | \$ - | \$ - | \$ 4,538,500 | \$ 4,577,875 | \$ 4,617,545 | \$ 4,657,513 | \$ 4,697,781 | \$ 4,738,350 | \$ 4,779,224 | \$ 4,820,405 | \$ 4,861,894 |

| School Capture | Millage Rate | | | | | | | | | | | |
|---------------------------|----------------|-------------|-------------|-------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| State Education Tax (SET) | 6.0000 | \$ - | \$ - | \$ - | \$ 27,231 | \$ 27,467 | \$ 27,705 | \$ 27,945 | \$ 28,187 | \$ 28,430 | \$ 28,675 | \$ 28,922 |
| School Operating Tax | 17.8598 | \$ - | \$ - | \$ - | \$ 81,057 | \$ 81,760 | \$ 82,468 | \$ 83,182 | \$ 83,901 | \$ 84,626 | \$ 85,356 | \$ 86,091 |
| School Total | 23.8598 | \$ - | \$ - | \$ - | \$ 108,288 | \$ 109,227 | \$ 110,174 | \$ 111,127 | \$ 112,088 | \$ 113,056 | \$ 114,031 | \$ 115,014 |

| Local Capture | Millage Rate | | | | | | | | | | | |
|---------------------|----------------|-------------|-------------|-------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| City General Op | 4.8938 | \$ - | \$ - | \$ - | \$ 22,211 | \$ 22,403 | \$ 22,597 | \$ 22,793 | \$ 22,990 | \$ 23,189 | \$ 23,389 | \$ 23,590 |
| Library Op/Park Cap | 0.3693 | \$ - | \$ - | \$ - | \$ 1,676 | \$ 1,691 | \$ 1,705 | \$ 1,720 | \$ 1,735 | \$ 1,750 | \$ 1,765 | \$ 1,780 |
| Parks & Rec | 1.4973 | \$ - | \$ - | \$ - | \$ 6,795 | \$ 6,854 | \$ 6,914 | \$ 6,974 | \$ 7,034 | \$ 7,095 | \$ 7,156 | \$ 7,218 |
| Fire Dept Op | 0.7487 | \$ - | \$ - | \$ - | \$ 3,398 | \$ 3,427 | \$ 3,457 | \$ 3,487 | \$ 3,517 | \$ 3,548 | \$ 3,578 | \$ 3,609 |
| Police | 1.2478 | \$ - | \$ - | \$ - | \$ 5,663 | \$ 5,712 | \$ 5,762 | \$ 5,812 | \$ 5,862 | \$ 5,913 | \$ 5,964 | \$ 6,015 |
| Yard Waste | 0.4000 | \$ - | \$ - | \$ - | \$ 1,815 | \$ 1,831 | \$ 1,847 | \$ 1,863 | \$ 1,879 | \$ 1,895 | \$ 1,912 | \$ 1,928 |
| Public Safety | 1.2477 | \$ - | \$ - | \$ - | \$ 5,663 | \$ 5,712 | \$ 5,761 | \$ 5,811 | \$ 5,861 | \$ 5,912 | \$ 5,963 | \$ 6,014 |
| Kent ISD | 5.6465 | \$ - | \$ - | \$ - | \$ 25,627 | \$ 25,849 | \$ 26,073 | \$ 26,299 | \$ 26,526 | \$ 26,755 | \$ 26,986 | \$ 27,218 |
| Grand Rapids CC | 1.7716 | \$ - | \$ - | \$ - | \$ 8,040 | \$ 8,110 | \$ 8,180 | \$ 8,251 | \$ 8,323 | \$ 8,394 | \$ 8,467 | \$ 8,540 |
| Interurban Transit | 1.4658 | \$ - | \$ - | \$ - | \$ 6,653 | \$ 6,710 | \$ 6,768 | \$ 6,827 | \$ 6,886 | \$ 6,945 | \$ 7,005 | \$ 7,066 |
| Kent County Op | 4.2803 | \$ - | \$ - | \$ - | \$ 19,426 | \$ 19,595 | \$ 19,764 | \$ 19,936 | \$ 20,108 | \$ 20,282 | \$ 20,457 | \$ 20,633 |
| County Vet | 0.0497 | \$ - | \$ - | \$ - | \$ 226 | \$ 228 | \$ 229 | \$ 231 | \$ 233 | \$ 235 | \$ 238 | \$ 240 |
| County Senior | 0.4978 | \$ - | \$ - | \$ - | \$ 2,259 | \$ 2,279 | \$ 2,299 | \$ 2,319 | \$ 2,339 | \$ 2,359 | \$ 2,379 | \$ 2,400 |
| County Jail | 0.7859 | \$ - | \$ - | \$ - | \$ 3,567 | \$ 3,598 | \$ 3,629 | \$ 3,660 | \$ 3,692 | \$ 3,724 | \$ 3,756 | \$ 3,788 |
| County Zoo/Museum | 0.4381 | \$ - | \$ - | \$ - | \$ 1,988 | \$ 2,006 | \$ 2,023 | \$ 2,040 | \$ 2,058 | \$ 2,076 | \$ 2,094 | \$ 2,112 |
| District Library | 1.2774 | \$ - | \$ - | \$ - | \$ 5,797 | \$ 5,848 | \$ 5,898 | \$ 5,950 | \$ 6,001 | \$ 6,053 | \$ 6,105 | \$ 6,158 |
| Local Total | 26.6177 | \$ - | \$ - | \$ - | \$ 120,804 | \$ 121,853 | \$ 122,908 | \$ 123,972 | \$ 125,044 | \$ 126,124 | \$ 127,212 | \$ 128,308 |

| Non-Capturable Millages | Millage Rate | | | | | | | | | | | |
|-----------------------------------|---------------|-------------|-------------|-------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Sewer/Water Imp. | 1.5650 | \$ - | \$ - | \$ - | \$ 7,103 | \$ 7,164 | \$ 7,226 | \$ 7,289 | \$ 7,352 | \$ 7,416 | \$ 7,479 | \$ 7,544 |
| Sidewalk/Snow | 0.1496 | \$ - | \$ - | \$ - | \$ 679 | \$ 685 | \$ 691 | \$ 697 | \$ 703 | \$ 709 | \$ 715 | \$ 721 |
| School Debt | 6.1438 | \$ - | \$ - | \$ - | \$ 27,884 | \$ 28,126 | \$ 28,369 | \$ 28,615 | \$ 28,862 | \$ 29,111 | \$ 29,363 | \$ 29,616 |
| Total Non-Capturable Taxes | 7.8584 | \$ - | \$ - | \$ - | \$ 35,665 | \$ 35,975 | \$ 36,287 | \$ 36,601 | \$ 36,917 | \$ 37,236 | \$ 37,557 | \$ 37,881 |

Total Tax Increment Revenue (TIR) Available for Capture \$ - \$ - \$ - \$ 229,092 \$ 231,080 \$ 233,082 \$ 235,100 \$ 237,132 \$ 239,180 \$ 241,243 \$ 243,322 \$ 245,416

Footnotes:
 Assumes millage rate remains the same and 0.75% inflation

Tax Increment Revenue Capture Estimates
 CWD 2757 44th, L.L.C.
 Wyoming, Michigan
 July 17, 2018

Estimated Taxable Value (TV) Increase Rate:

| Plan Year | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Calendar Year | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 |
| Base Taxable Value | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 |
| Estimated New TV | \$ 5,615,194 | \$ 5,657,308 | \$ 5,699,738 | \$ 5,742,486 | \$ 5,785,555 | \$ 5,828,947 | \$ 5,872,664 | \$ 5,916,709 | \$ 5,961,084 | \$ 6,005,792 | \$ 6,050,835 | \$ 6,096,217 |
| Incremental Difference (New TV - Base TV) | \$ 4,903,694 | \$ 4,945,808 | \$ 4,988,238 | \$ 5,030,986 | \$ 5,074,055 | \$ 5,117,447 | \$ 5,161,164 | \$ 5,205,209 | \$ 5,249,584 | \$ 5,294,292 | \$ 5,339,335 | \$ 5,384,717 |

| School Capture | Millage Rate | | | | | | | | | | | | |
|---------------------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| State Education Tax (SET) | 6.0000 | \$ 29,422 | \$ 29,675 | \$ 29,929 | \$ 30,186 | \$ 30,444 | \$ 30,705 | \$ 30,967 | \$ 31,231 | \$ 31,498 | \$ 31,766 | \$ 32,036 | \$ 32,308 |
| School Operating Tax | 17.8598 | \$ 87,579 | \$ 88,331 | \$ 89,089 | \$ 89,852 | \$ 90,622 | \$ 91,397 | \$ 92,177 | \$ 92,964 | \$ 93,757 | \$ 94,555 | \$ 95,359 | \$ 96,170 |
| School Total | 23.8598 | \$ 117,001 | \$ 118,006 | \$ 119,018 | \$ 120,038 | \$ 121,066 | \$ 122,101 | \$ 123,144 | \$ 124,195 | \$ 125,254 | \$ 126,321 | \$ 127,395 | \$ 128,478 |

| Local Capture | Millage Rate | | | | | | | | | | | | |
|---------------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| City General Op | 4.8938 | \$ 23,998 | \$ 24,204 | \$ 24,411 | \$ 24,621 | \$ 24,831 | \$ 25,044 | \$ 25,258 | \$ 25,473 | \$ 25,690 | \$ 25,909 | \$ 26,130 | \$ 26,352 |
| Library Op/Park Cap | 0.3693 | \$ 1,811 | \$ 1,826 | \$ 1,842 | \$ 1,858 | \$ 1,874 | \$ 1,890 | \$ 1,906 | \$ 1,922 | \$ 1,939 | \$ 1,955 | \$ 1,972 | \$ 1,989 |
| Parks & Rec | 1.4973 | \$ 7,342 | \$ 7,405 | \$ 7,469 | \$ 7,533 | \$ 7,597 | \$ 7,662 | \$ 7,728 | \$ 7,794 | \$ 7,860 | \$ 7,927 | \$ 7,995 | \$ 8,063 |
| Fire Dept Op | 0.7487 | \$ 3,671 | \$ 3,703 | \$ 3,735 | \$ 3,767 | \$ 3,799 | \$ 3,831 | \$ 3,864 | \$ 3,897 | \$ 3,930 | \$ 3,964 | \$ 3,998 | \$ 4,032 |
| Police | 1.2478 | \$ 6,119 | \$ 6,171 | \$ 6,224 | \$ 6,278 | \$ 6,331 | \$ 6,386 | \$ 6,440 | \$ 6,495 | \$ 6,550 | \$ 6,606 | \$ 6,662 | \$ 6,719 |
| Yard Waste | 0.4000 | \$ 1,961 | \$ 1,978 | \$ 1,995 | \$ 2,012 | \$ 2,030 | \$ 2,047 | \$ 2,064 | \$ 2,082 | \$ 2,100 | \$ 2,118 | \$ 2,136 | \$ 2,154 |
| Public Safety | 1.2477 | \$ 6,118 | \$ 6,171 | \$ 6,224 | \$ 6,277 | \$ 6,331 | \$ 6,385 | \$ 6,440 | \$ 6,495 | \$ 6,550 | \$ 6,606 | \$ 6,662 | \$ 6,719 |
| Kent ISD | 5.6465 | \$ 27,689 | \$ 27,927 | \$ 28,166 | \$ 28,407 | \$ 28,651 | \$ 28,896 | \$ 29,143 | \$ 29,391 | \$ 29,642 | \$ 29,894 | \$ 30,149 | \$ 30,405 |
| Grand Rapids CC | 1.7716 | \$ 8,687 | \$ 8,762 | \$ 8,837 | \$ 8,913 | \$ 8,989 | \$ 9,066 | \$ 9,144 | \$ 9,222 | \$ 9,300 | \$ 9,379 | \$ 9,459 | \$ 9,540 |
| Interurban Transit | 1.4658 | \$ 7,188 | \$ 7,250 | \$ 7,312 | \$ 7,374 | \$ 7,438 | \$ 7,501 | \$ 7,565 | \$ 7,630 | \$ 7,695 | \$ 7,760 | \$ 7,826 | \$ 7,893 |
| Kent County Op | 4.2803 | \$ 20,989 | \$ 21,170 | \$ 21,351 | \$ 21,534 | \$ 21,718 | \$ 21,904 | \$ 22,091 | \$ 22,280 | \$ 22,470 | \$ 22,661 | \$ 22,854 | \$ 23,048 |
| County Vet | 0.0497 | \$ 244 | \$ 246 | \$ 248 | \$ 250 | \$ 252 | \$ 254 | \$ 257 | \$ 259 | \$ 261 | \$ 263 | \$ 265 | \$ 268 |
| County Senior | 0.4978 | \$ 2,441 | \$ 2,462 | \$ 2,483 | \$ 2,504 | \$ 2,526 | \$ 2,547 | \$ 2,569 | \$ 2,591 | \$ 2,613 | \$ 2,635 | \$ 2,658 | \$ 2,681 |
| County Jail | 0.7859 | \$ 3,854 | \$ 3,887 | \$ 3,920 | \$ 3,954 | \$ 3,988 | \$ 4,022 | \$ 4,056 | \$ 4,091 | \$ 4,126 | \$ 4,161 | \$ 4,196 | \$ 4,232 |
| County Zoo/Museum | 0.4381 | \$ 2,148 | \$ 2,167 | \$ 2,185 | \$ 2,204 | \$ 2,223 | \$ 2,242 | \$ 2,261 | \$ 2,280 | \$ 2,300 | \$ 2,319 | \$ 2,339 | \$ 2,359 |
| District Library | 1.2774 | \$ 6,264 | \$ 6,318 | \$ 6,372 | \$ 6,427 | \$ 6,482 | \$ 6,537 | \$ 6,593 | \$ 6,649 | \$ 6,706 | \$ 6,763 | \$ 6,820 | \$ 6,878 |
| Local Total | 26.6177 | \$ 130,525 | \$ 131,646 | \$ 132,775 | \$ 133,913 | \$ 135,060 | \$ 136,215 | \$ 137,378 | \$ 138,551 | \$ 139,732 | \$ 140,922 | \$ 142,121 | \$ 143,329 |

| Non-Capturable Millages | Millage Rate | | | | | | | | | | | | |
|-----------------------------------|---------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Sewer/Water Imp. | 1.5650 | \$ 7,674 | \$ 7,740 | \$ 7,807 | \$ 7,873 | \$ 7,941 | \$ 8,009 | \$ 8,077 | \$ 8,146 | \$ 8,216 | \$ 8,286 | \$ 8,356 | \$ 8,427 |
| Sidewalk/Snow | 0.1496 | \$ 734 | \$ 740 | \$ 746 | \$ 753 | \$ 759 | \$ 766 | \$ 772 | \$ 779 | \$ 785 | \$ 792 | \$ 799 | \$ 806 |
| School Debt | 6.1438 | \$ 30,127 | \$ 30,386 | \$ 30,647 | \$ 30,909 | \$ 31,174 | \$ 31,441 | \$ 31,709 | \$ 31,980 | \$ 32,252 | \$ 32,527 | \$ 32,804 | \$ 33,083 |
| Total Non-Capturable Taxes | 7.8584 | \$ 38,535 | \$ 38,866 | \$ 39,200 | \$ 39,536 | \$ 39,874 | \$ 40,215 | \$ 40,558 | \$ 40,905 | \$ 41,253 | \$ 41,605 | \$ 41,959 | \$ 42,315 |

Total Tax Increment Revenue (TIR) Available for Capture \$ 247,526 \$ 249,652 \$ 251,794 \$ 253,952 \$ 256,126 \$ 258,316 \$ 260,523 \$ 262,746 \$ 264,986 \$ 267,243 \$ 269,516 \$ 271,807

Footnotes:
 Assumes millage rate remains the same and 0.75% inflation

Tax Increment Revenue Capture Estimates
 CWD 2757 44th, L.L.C.
 Wyoming, Michigan
 July 17, 2018

Estimated Taxable Value (TV) Increase Rate:

| Plan Year | 25 | 26 | 27 | 28 | 29 | 30 | TOTAL |
|--|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Calendar Year | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | |
| Base Taxable Value | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 | \$ 711,500 |
| Estimated New TV | \$ 6,141,938 | \$ 6,188,003 | \$ 6,234,413 | \$ 6,281,171 | \$ 6,328,280 | \$ 6,375,742 | \$ 6,375,742 |
| Incremental Difference (New TV - Base TV) | \$ 5,430,438 | \$ 5,476,503 | \$ 5,522,913 | \$ 5,569,671 | \$ 5,616,780 | \$ 5,664,242 | \$ 5,664,242 |
| School Capture | | | | | | | |
| | Millage Rate | | | | | | |
| State Education Tax (SET) | 6.0000 | \$ 32,583 | \$ 32,859 | \$ 33,137 | \$ 33,418 | \$ 33,701 | \$ 33,985 |
| School Operating Tax | 17.8598 | \$ 96,987 | \$ 97,809 | \$ 98,638 | \$ 99,473 | \$ 100,315 | \$ 101,162 |
| School Total | 23.8598 | \$ 129,569 | \$ 130,668 | \$ 131,776 | \$ 132,891 | \$ 134,015 | \$ 135,148 |
| Local Capture | | | | | | | |
| | Millage Rate | | | | | | |
| City General Op | 4.8938 | \$ 26,575 | \$ 26,801 | \$ 27,028 | \$ 27,257 | \$ 27,487 | \$ 27,720 |
| Library Op/Park Cap | 0.3693 | \$ 2,005 | \$ 2,022 | \$ 2,040 | \$ 2,057 | \$ 2,074 | \$ 2,092 |
| Parks & Rec | 1.4973 | \$ 8,131 | \$ 8,200 | \$ 8,269 | \$ 8,339 | \$ 8,410 | \$ 8,481 |
| Fire Dept Op | 0.7487 | \$ 4,066 | \$ 4,100 | \$ 4,135 | \$ 4,170 | \$ 4,205 | \$ 4,241 |
| Police | 1.2478 | \$ 6,776 | \$ 6,834 | \$ 6,891 | \$ 6,950 | \$ 7,009 | \$ 7,068 |
| Yard Waste | 0.4000 | \$ 2,172 | \$ 2,191 | \$ 2,209 | \$ 2,228 | \$ 2,247 | \$ 2,266 |
| Public Safety | 1.2477 | \$ 6,776 | \$ 6,833 | \$ 6,891 | \$ 6,949 | \$ 7,008 | \$ 7,067 |
| Kent ISD | 5.6465 | \$ 30,663 | \$ 30,923 | \$ 31,185 | \$ 31,449 | \$ 31,715 | \$ 31,983 |
| Grand Rapids CC | 1.7716 | \$ 9,621 | \$ 9,702 | \$ 9,784 | \$ 9,867 | \$ 9,951 | \$ 10,035 |
| Interurban Transit | 1.4658 | \$ 7,960 | \$ 8,027 | \$ 8,095 | \$ 8,164 | \$ 8,233 | \$ 8,303 |
| Kent County Op | 4.2803 | \$ 23,244 | \$ 23,441 | \$ 23,640 | \$ 23,840 | \$ 24,042 | \$ 24,245 |
| County Vet | 0.0497 | \$ 270 | \$ 272 | \$ 274 | \$ 277 | \$ 279 | \$ 282 |
| County Senior | 0.4978 | \$ 2,703 | \$ 2,726 | \$ 2,749 | \$ 2,773 | \$ 2,796 | \$ 2,820 |
| County Jail | 0.7859 | \$ 4,268 | \$ 4,304 | \$ 4,340 | \$ 4,377 | \$ 4,414 | \$ 4,452 |
| County Zoo/Museum | 0.4381 | \$ 2,379 | \$ 2,399 | \$ 2,420 | \$ 2,440 | \$ 2,461 | \$ 2,482 |
| District Library | 1.2774 | \$ 6,937 | \$ 6,996 | \$ 7,055 | \$ 7,115 | \$ 7,175 | \$ 7,236 |
| Local Total | 26.6177 | \$ 144,546 | \$ 145,772 | \$ 147,007 | \$ 148,252 | \$ 149,506 | \$ 150,769 |
| Non-Capturable Millages | | | | | | | |
| | Millage Rate | | | | | | |
| Sewer/Water Imp. | 1.5650 | \$ 8,499 | \$ 8,571 | \$ 8,643 | \$ 8,717 | \$ 8,790 | \$ 8,865 |
| Sidewalk/Snow | 0.1496 | \$ 812 | \$ 819 | \$ 826 | \$ 833 | \$ 840 | \$ 847 |
| School Debt | 6.1438 | \$ 33,364 | \$ 33,647 | \$ 33,932 | \$ 34,219 | \$ 34,508 | \$ 34,800 |
| Total Non-Capturable Taxes | 7.8584 | \$ 42,675 | \$ 43,037 | \$ 43,401 | \$ 43,769 | \$ 44,139 | \$ 44,512 |
| Total Tax Increment Revenue (TIR) Available for Capture | | | | | | | |
| | | \$ 274,115 | \$ 276,440 | \$ 278,783 | \$ 281,143 | \$ 283,521 | \$ 285,917 |
| | | | | | | | \$ 6,928,752 |

Footnotes:

Assumes millage rate remains the same and 0.75% inflation

Tax Increment Financing Reimbursement Table
 CWD 2757 44th, L.L.C.
 Wyoming, Michigan
 July 17, 2018

| Developer Maximum Reimbursement | Proportionality | School & Local Taxes | Local-Only Taxes | Total |
|---------------------------------|-----------------|----------------------|------------------|-------------------|
| State | 49.2% | \$ 128,070 | | \$ 128,070 |
| Local | 15.7% | \$ 132,430 | \$ 582,000 | \$ 714,430 |
| TOTAL | | | | \$ 842,500 |
| MDEQ | 30.9% | \$ 260,500 | 0 | \$ 260,500 |
| MSF | 69.1% | \$ - | \$ 582,000 | \$ 582,000 |

| |
|--------------------------------------|
| Estimated Total Years of Plan: 15 |
|--------------------------------------|

| |
|---|
| Estimated Capture Administrative Fees State Revolving Fund LSRRF |
|---|

| | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 |
|--|-------------|-------------|-------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Total State Incremental Revenue | \$ - | \$ - | \$ - | \$ 108,288 | \$ 109,227 | \$ 110,174 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| State Brownfield Revolving Fund (50% of SET) | \$ - | \$ - | \$ - | \$ (13,616) | \$ (13,734) | \$ (13,853) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| State TIR Available for Reimbursement | \$ - | \$ - | \$ - | \$ 94,672 | \$ 95,494 | \$ 96,321 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Local Incremental Revenue | \$ - | \$ - | \$ - | \$ 120,804 | \$ 121,853 | \$ 122,908 | \$ 123,972 | \$ 125,044 | \$ 126,124 | \$ 127,212 | \$ 128,308 | \$ 129,412 |
| BRA Administrative Fee (10%) | \$ - | \$ - | \$ - | \$ (22,909) | \$ (23,108) | \$ (23,308) | \$ (12,397) | \$ (12,504) | \$ (12,612) | \$ (12,721) | \$ (12,831) | \$ (12,941) |
| Local TIR Available for Reimbursement | \$ - | \$ - | \$ - | \$ 97,895 | \$ 98,745 | \$ 99,600 | \$ 111,575 | \$ 112,540 | \$ 113,512 | \$ 114,491 | \$ 115,477 | \$ 116,471 |
| Total State & Local TIR Available | \$ - | \$ - | \$ - | \$ 192,567 | \$ 194,238 | \$ 195,921 | \$ 111,575 | \$ 112,540 | \$ 113,512 | \$ 114,491 | \$ 115,477 | \$ 116,471 |

| DEVELOPER | Beginning Balance | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 |
|---------------------------------|-------------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------|------|------|------|
| DEVELOPER Reimbursement Balance | \$ 842,500 | \$ 842,500 | \$ 842,500 | \$ 842,500 | \$ 649,933 | \$ 517,790 | \$ 418,190 | \$ 306,615 | \$ 194,075 | \$ 80,564 | \$ - | \$ - | \$ - |

| MSF Non-Environmental Costs | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 |
|---------------------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| State Tax Reimbursement | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Local Tax Reimbursement | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total MSF Reimbursement Balance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

| MDEQ Environmental Costs | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 |
|----------------------------------|------------|------------|------------|------------|------------|-----------|------|------|------|------|------|------|
| State Tax Reimbursement | \$ 260,500 | \$ 260,500 | \$ 260,500 | \$ 260,500 | \$ 260,500 | \$ 67,933 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Local Tax Reimbursement | \$ - | \$ - | \$ - | \$ - | \$ 94,672 | \$ 33,398 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total MDEQ Reimbursement Balance | \$ 260,500 | \$ 260,500 | \$ 260,500 | \$ 260,500 | \$ 67,933 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

| Local Only Costs | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 |
|--|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------|------|
| Local Tax Reimbursement | \$ 582,000 | \$ 582,000 | \$ 582,000 | \$ 582,000 | \$ 582,000 | \$ 582,000 | \$ 517,790 | \$ 418,190 | \$ 306,615 | \$ 194,075 | \$ 80,564 | \$ - |
| Total Local Only Reimbursement Balance | \$ 582,000 | \$ 582,000 | \$ 582,000 | \$ 582,000 | \$ 582,000 | \$ 517,790 | \$ 418,190 | \$ 306,615 | \$ 194,075 | \$ 80,564 | \$ - | \$ - |

| | | | | | | | | | | | | |
|---|-------------|-------------|-------------|-------------------|-------------------|------------------|-------------------|-------------------|-------------------|------------------|-------------|-------------|
| Total Annual Developer Reimbursement | \$ - | \$ - | \$ - | \$ 192,567 | \$ 132,142 | \$ 99,600 | \$ 111,575 | \$ 112,540 | \$ 113,512 | \$ 80,564 | \$ - | \$ - |
|---|-------------|-------------|-------------|-------------------|-------------------|------------------|-------------------|-------------------|-------------------|------------------|-------------|-------------|

LOCAL SITE REMEDIATION FUND

| LSRRF Deposits * | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 |
|---------------------|------|------|------|------|------|------------|------------|------|------|------|-----------|------------|
| State Tax Capture | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 62,096 | \$ 65,974 | \$ - | \$ - | \$ - | \$ 33,927 | \$ 115,477 |
| Local Tax Capture | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 62,096 | \$ 65,974 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total LSRRF Capture | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 124,192 | \$ 131,948 | \$ - | \$ - | \$ - | \$ 33,927 | \$ 115,477 |

* Up to five years of capture for LSRRF Deposits after eligible activities are reimbursed. May be taken from DEQ & Local TIR only.

Footnotes:
 (1) Assumes taxable value increases based on proposed build out, plus 0.75% annual increases for inflation thereafter.
 (2) Assumes Millage Rates remain constant.

Tax Increment Financing Reimbursement Table
 CWD 2757 44th, L.L.C.
 Wyoming, Michigan
 July 17, 2018

\$ 1,848,273

 \$ 184,827

 \$ 41,202

 \$ 749,397

| | 2030 | 2031 | 2032 | TOTAL |
|--|-------------------|-------------------|-------------------|---------------------|
| Total State Incremental Revenue | \$ - | \$ - | \$ - | \$ 327,689 |
| State Brownfield Revolving Fund (50% of SET) | \$ - | \$ - | \$ - | \$ (41,202) |
| State TIR Available for Reimbursement | \$ - | \$ - | \$ - | \$ 286,487 |
| | | | | |
| Total Local Incremental Revenue | \$ 130,525 | \$ 131,646 | \$ 132,775 | \$ 1,520,585 |
| BRA Administrative Fee (10%) | \$ (13,053) | \$ (13,165) | \$ (13,278) | \$ (184,827) |
| Local TIR Available for Reimbursement | \$ 117,473 | \$ 118,481 | \$ 119,498 | \$ 1,335,757 |
| | | | | |
| Total State & Local TIR Available | \$ 117,473 | \$ 118,481 | \$ 119,498 | \$ 1,622,244 |
| DEVELOPER | | | | |
| <i>DEVELOPER Reimbursement Balance</i> | \$ - | \$ - | \$ - | \$ - |
| <hr style="border-top: 1px dashed black;"/> | | | | |
| MSF Non-Environmental Costs | | | | |
| State Tax Reimbursement | \$ - | \$ - | \$ - | \$ - |
| Local Tax Reimbursement | \$ - | \$ - | \$ - | \$ - |
| Total MSF Reimbursement Balance | \$ - | \$ - | \$ - | \$ - |
| MDEQ Environmental Costs | | | | |
| State Tax Reimbursement | \$ - | \$ - | \$ - | \$ 128,070 |
| Local Tax Reimbursement | \$ - | \$ - | \$ - | \$ 132,430 |
| Total MDEQ Reimbursement Balance | \$ - | \$ - | \$ - | \$ - |
| Local Only Costs | | | | |
| Local Tax Reimbursement | \$ - | \$ - | \$ - | \$ 582,000 |
| Total Local Only Reimbursement Balance | \$ - | \$ - | \$ - | \$ - |
| Total Annual Developer Reimbursement | \$ - | \$ - | \$ - | \$ - |
| LOCAL SITE REMEDIATION FUND | | | | |
| LSRRF Deposits * | \$ 117,473 | \$ 118,481 | \$ 119,498 | \$ 749,397 |
| State Tax Capture | \$ - | \$ - | \$ - | \$ 128,070 |
| Local Tax Capture | \$ 117,473 | \$ 118,481 | \$ 119,498 | \$ 621,327 |
| Total LSRRF Capture | | | | \$ 749,397 |

* Up to five years of capture for LSRRF Deposits

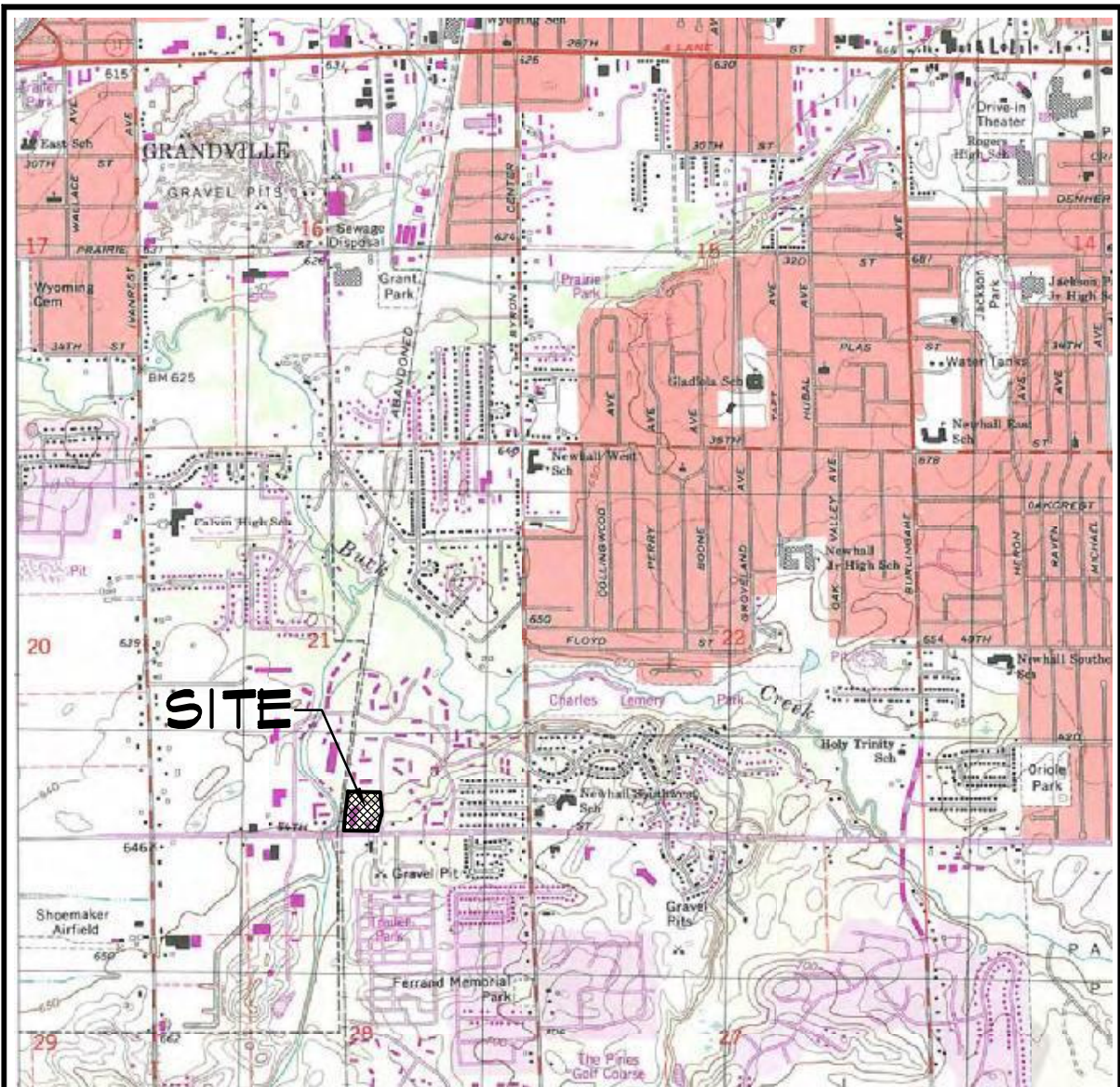
Footnotes:

(1) Assumes taxable value increases base inflation thereafter.

(2) Assumes Millage Rates remain constant

EXHIBIT C

Site Maps and Site Plan



GRAND RAPIDS WEST U.S.G.S. MAP – KENT COUNTY, MICHIGAN

SCALE: 1" = 2,000'






LOCATION PLAN

| | | | |
|--------------------------|--|---|--|
| <p>NORTH ORIENTATION</p> | <p>ROSE & WESTRA A DIVISION OF GZA Grand Rapids, Michigan GEOTECHNICAL-ENVIRONMENTAL-ECOLOGICAL WATER-CONSTRUCTION MANAGEMENT</p> | <p>CND 2151 44th, LLC 2151, 2159 & 2161 44th STREET SW, KENTWOOD, KENT COUNTY, MICHIGAN PHASE I - E.S.A.</p> | <p>PROJECT NO. 16.0062581.00 1 FIGURE NO.</p> |
| <p>CREATED BY: KJB</p> | <p>APPROVED BY: MAW</p> | <p>DATE: 3/13/17</p> | <p>FILE NAME: 62587_ESA</p> |



RETAIL

SITE PLAN

| | |
|--|---|
|  | <p>CMD 215T 44th, LLC 2151, 2194 & 2161 44th STREET SW KENWOOD, KENT COUNTY, MICHIGAN PHASE I - E.S.A.</p> |
|  <p>NORTH ORIENTATION</p> | <p>PROJECT NO. 16.006250100</p> <p>FIGURE NO. 2</p> |
| <p>SCALE: 1" = 150'</p>  | <p>CREATED BY: KB APPROVED BY: MAW DATE: 3/13/17 FILE NAME: 62587_ESA</p> |

NOTE: THIS CASE WAS DEVELOPED FROM AN ACCESSMENT IMAGE FILE. DIGITAL AERIAL ORTHOPHOTOGRAPHY WAS COLLECTED BY KENT COUNTY IN 2014.

EXHIBIT D

Environmental Summary



Rose & Westra
A Division of GZA

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

4328 Three Mile Road NW
Suite 200
Grand Rapids, MI 49534
T: 616.791.7100
F: 616.791.9263
www.rosewestra.com
www.gza.com



BASELINE ENVIRONMENTAL ASSESSMENT CONDUCTED PURSUANT TO SECTION 20126(1)(c) OF 1994 PA 451, PART 201, AS AMENDED AND THE RULES PROMULGATED THEREUNDER

2761 44th Street SW
Wyoming, Kent County, Michigan

May 25, 2017
File No. 16.0062587.00



PREPARED FOR:
CWD 2757 44th, L.L.C.
CWD Real Estate Investment, L.L.C.
Horizon Bank

Rose & Westra, a Division of GZA GeoEnvironmental, Inc.
4328 Three Mile Road NW | Suite 200 | Grand Rapids, MI 49534
616-791-7100

27 Offices Nationwide
www.GZA.com

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Appendix BEA-A 2017 Phase I Environmental Site Assessment

Appendix BEA-B Legal Description

Appendix BEA-C Analytical Report

Appendix BEA-D Resumes of Environmental Professionals and Company Profile



1.0 INTRODUCTION AND DISCUSSION

This Baseline Environmental Site Assessment (BEA) has been conducted for one real estate parcel commonly known as 2761 44th Street SW, Wyoming, Kent County, Michigan (the Site). One multi-tenant retail building as well as associated parking and landscaping occupy the Site. The single-story building is approximately 19,200 sq ft.

1.1 Owner/Operator Information

CWD 2757 44th, LLC purchased the Site on April 21, 2017. CWD 2757 44th, LLC's contact information is Mr. Nick Koster, 50 Louis Street NW, Suite 600, Grand Rapids, Michigan, 49503, 616-726-1700, nkoster@cwdrealestate.com.

From northeast to southwest, the current tenants are Textures Hair (hair salon), VIP Mini Spa (day spa), STARSingh (party store), Skinny's Inc. (sandwich/pizza shop), Threadbender (sewing/yarn shop), Boost Mobile (phone store), Wag 'N Wash Pet Grooming. Presently two suites are vacant.

1.2 Intended Use of Site

CWD 2757 44th, LLC will continue the commercial use of the Site. This could include demolition and redevelopment of the Site and adjoining land to the east.

1.3 Executive Summary of All Appropriate Inquiry (AAI) or Phase I ESA

R&W/GZA conducted a Phase I ESA dated April 10, 2017 (2017 Phase I ESA) for real estate including the Site. The 2017 Phase I ESA is included in **Appendix BEA-A**.

The 2017 Phase I ESA identified the following recognized environmental conditions (RECs) associated with the Site:

- Documented tetrachloroethene releases from the former dry cleaner in the 2761 44th Street building
- R&W/GZA observed a pad-mounted transformer west of the former dry cleaner suite, which did not have a polychlorinated biphenyl (PCB) content label. A small stain (less than 10 square feet) was on concrete near the unit. Based on the building age (circa 1972), the unit can reasonably be expected to contain PCBs. Labels on all units and an interview with a Consumers Energy representative indicate Consumers Energy operates this transformer. While Consumers Energy appears to be responsible for the transformer and potential resulting stain, the possible PCB release from this unit constitutes a REC, because PCBs could have been released to the concrete or ground

1.4 Any Exceptions to, or Deletions from AAI Rule 40 CFR 312

R&W/GZA made the following modification to the E1527-13 Standard Practice.

- R&W/GZA consulted EPA's SEMS and SEMS Archive databases in place of EPA's CERCLIS and CERCLIS NFRAP, which EPA no longer maintains.



The following deviation from ASTM E1527-13 was made for the Phase I ESA.

- Michigan Department of Environmental Quality (MDEQ) Remediation and Redevelopment Division (RRD) maintains two lists of locations which have had releases from underground storage tanks (USTs). Locations on the “closed” list have been remediated to the satisfaction of either MDEQ or the Qualified Underground Storage Tank Consultant at the time of closure. Since these locations reportedly pose no material threat to human health or the environment, locations with “closed” UST-related releases within 0.5 mile of the Site are not discussed in this Assessment unless they were located on or adjacent to the Site.

R&W/GZA made no exceptions while preparing the Phase I ESA.

R&W/GZA made the following key assumption while preparing the Phase I ESA.

- Information obtained from the User, the interviews, the records review, and other sources is accurate, and no pertinent information was withheld from R&W/GZA. R&W/GZA has no knowledge which would make its reliance on this assumption unreasonable.

Limitations to R&W/GZA's assessment (which pertain to the Site itself) included the following.

- The tribal reservation search only identifies Indian-administered lands equal to or greater than 640 acres. Indian-administered lands smaller than 640 acres near the Site would not be identified. This constitutes a data gap as defined by the Standard Practice. R&W/GZA does not know about any such Indian-administered lands near the Site; therefore, R&W/GZA does not believe this data gap is significant.

1.5 Data Gaps

Please see previous section for discussion about data gaps in the 2017 Phase I ESA. R&W/GZA opined the data gaps were not significant.

1.6 Prior Investigations

The 2017 ESA, Section 4.0 presents a summary of prior environmental reports. Key findings include the following.

- Dry cleaning was performed in the southernmost suite in the building from 1974 through circa 2004.
- In 2005, PCE releases were first identified in soil and groundwater under the dry cleaning suite. The horizontal extent of groundwater contamination was defined in fall 2016.
- A soil vapor extraction (SVE) system ran for approximately four months in spring 2016 to remove PCE from soil and shallow groundwater under and near the former dry cleaning suite.
- Sub-slab soil vapor at 16 locations below the building were tested five times, most recently in December 2016. In December 2016, five of 14 samples from below the former dry cleaner suite contained PCE concentrations greater than MDEQ's 2013 nonresidential vapor intrusion screening value. Two sub slab vapor sampling locations under the pet grooming suite did not contain PCE concentrations greater than MDEQ's nonresidential screening value.



- In February 2017, one groundwater sample collected by Environmental Resources Management Michigan, Inc. (ERM; Holland, Michigan) from ERM-MW-2 (refer to **Figure 1**) contained 5.3 µg/l PCE. Samples from ERM-MW-1, ERM-MW-3, and ERM-MW-5 contained PCE, but at concentrations less than Michigan’s most stringent Residential Cleanup Criteria Requirements for Response Activity (RCC). PCE was not detected in samples from ERM MW-4, ERM-MW-6, or ERM MW-7 (which is located off site on the north adjoining real estate).

1.7 Sampling Completed

R&W/GZA did not complete additional soil and groundwater sampling to complete this BEA.

Table 1, completed by ERM in February 2017, summarizes the 2017 groundwater testing results and Michigan’s current RCC.

1.8 Facility Status

The presence of PCE in groundwater collected from ERM-MW-2 in February 2017 at a concentration greater than Michigan’s most restrictive RCC (5.0 µg/l) demonstrates the Site is a “Facility” as defined by Michigan’s *Natural Resources and Environmental Protection Act* (NREPA) Part 201, as amended.

2.0 SITE INFORMATION

2.1 Legal Description of Site

See **Appendix BEA-B** for the legal description of the Site. The Site is approximately 2.23 acres.

2.2 Survey Map

A location map showing the Site area is included as **Figure 1** in the 2017 Phase I ESA (see **Appendix BEA-A**). **Figure 1** of this BEA illustrates the approximate Site boundaries. The permanent parcel number (PPN; tax identification) for the Site is 41-17-21-451-016.

2.3 Scaled Site Map

See **Figure 1** for a scaled map with site features and sample location, depth, and PCE concentration used to document the Site is a “Facility.”

2.4 Site Location

The Site is commonly known as 2761 44th Street SW, Wyoming, Kent County, Michigan. **Figure 1** in the 2017 Phase I ESA presents a location map (see **Appendix BEA-A**).



2.5 Site Location and Spatial Data

The Site is in the Southwest 1/4 of the Southeast 1/4 of Section 21, Town 6 North, Range 12 West, Kent County, Michigan. The approximate latitude and longitude of the Site are N 42.885257° / W 85.733112° (obtained by interpolation; estimated center of the Site).

3.0 FACILITY STATUS

Recent groundwater sampling identified PCE above its current RCC. The presence of PCE above its RCC documents the Site as a “Facility” per NREPA Part 201, as amended.

The PCE appears to have resulted from historical dry cleaning operations in the southernmost suite of the existing building.

See **Table 1** for the groundwater testing summary, chemical abstract service (CAS) number, and selected RCC for PCE. The laboratory analytical data sheets and chain-of-custody documents are in **Appendix BEA-C**.

4.0 IDENTIFICATION OF THE AUTHOR OF THE BEA

This BEA was conducted by Mr. Mark Westra of R&W/GZA. Resumes and R&W/GZA’s Company Profile are presented in **Appendix BEA-D**.


Lori Powers
Consultant Reviewer


Mark A. Westra
Project Manager/Associate Principal

Rose & Westra, a Division of GZA GeoEnvironmental, Inc.
4328 Three Mile Road NW, Suite 200
Grand Rapids, Michigan 49534 1188
Phone: 616.791.7100

5.0 AAI REPORT OR ASTM PHASE I ESA

The 2017 Phase I ESA for the Site has been included in **Appendix BEA-A**.



6.0 REFERENCES

- ASTM International. 2013. *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, E1527-13*. West Conshohocken, Pennsylvania.
- Environmental Resources Management Michigan, Inc. (ERM). February 27, 2017. *Table 1, Summary of Groundwater Sampling Results, Ramblewood Shoppes, 44th Street, Wyoming, Michigan*. Holland, Michigan.
- Michigan Department of Environmental Quality. September 2015. *Contents of BEA Report (Form EQP4025)*. Lansing, Michigan.
- Michigan Department of Environmental Quality. December 30, 2013. *Administrative Rules for Part 201 Environmental Contamination Response Activity*. Remediation and Redevelopment Division. Lansing, Michigan.
- Michigan Department of Environmental Quality. May 2013. Remediation and Redevelopment Division. *Guidance Document for the Vapor Intrusion Pathway*. Lansing, Michigan.
- Rose & Westra, a Division of GZA GeoEnvironmental, Inc. April 10, 2017. *Phase I Environmental Site Assessment, 2757, 2759, and 2761 44th Street SW, Wyoming, Kent County, Michigan*. Grand Rapids, Michigan.
- State of Michigan, Legislative Council. 2015. *Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended*. Part 201 of MCL 324.201 et seq. Lansing, Michigan.
- U.S. National Archives and Records Administration. 2014. Code of Federal Regulations. Title 40. Section 312. *All Appropriate Inquiry*. Washington, D.C.



Table

Table 1 Summary of Groundwater Sampling Results
 Ramblerwood Shoppes
 4011 Street, Wyoming, Michigan

| Parameter | CAS Number | Part 201 Generic Cleanup Criteria | | | | | | Analytical Results | | | | | | | | | | | | | | | |
|---------------------------------|------------|-----------------------------------|-----------------|---|-----------------|---|-----------------|--------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------|
| | | Drinking Water Criteria | | Groundwater Remediation to Inflow Air Inhalation Criteria | | Groundwater Surface Water Infiltrate Criteria | ERM-MW-1 | ERM-MW-2 | ERM-MW-3 | ERM-MW-4 | ERM-MW-5 | ERM-MW-6 | ERM-MW-7 | | | | | | | | | | |
| | | Residential | Non-Residential | Residential | Non-Residential | | | | | | | | | ERM-MW-3 | ERM-MW-4 | ERM-MW-5 | ERM-MW-6 | ERM-MW-7 | | | | | |
| VOCs (USEPA method 8260 (ug/l)) | | | | Residential | Non-Residential | Residential | Non-Residential | 6/18/2015 | 8/20/2015 | 2/16/2017 | 6/18/2015 | 8/20/2015 | 2/16/2017 | 6/23/2015 | 8/20/2015 | 2/16/2017 | 8/21/2015 | 2/16/2017 | 8/21/2015 | 2/16/2017 | 8/21/2015 | 2/16/2017 | |
| Tetrachloroethylene | 127184 | 5.0 | 5.0 | 25,000 | 17E+05 | 60 | | 9.7 | 10.0 | 5.3 | 24 | <1.0 | 1.1 | <1.0 | <1.0 | <1.0 | 2.3 | <1.0 | <1.0 | <1.0 | <1.0 | <1.0 | <1.0 |

- Notes:
- Cleanup criteria per MDQ RRD 2091 to 209-50, which became effective on December 30, 2013.
 - For simplification, generally only detected concentrations with MDQG criteria are shown on this table. See analytical laboratory report for full list of compounds analyzed.
 - NA indicates Below Detection Limit.
 - N/A indicates inability to validate under most soil conditions.
 - ID indicates insufficient criterion and/or result is not applicable for this parameter.
 - Green shaded cells indicate **excessance** of the referenced drinking water criterion.



Figure



PPN = 41-17-21-451-016
 LATITUDE = 42.885257
 LONGITUDE = -85.733112
 (INTERPOLATED AT ESTIMATED
 CENTER OF SITE)

| | |
|---------------------|----------------|
| ERM-MW-2 | (15ft-20ft bg) |
| TETRACHLOROETHYLENE | = 5.3 |
| GROUNDWATER | 2/16/17 |

NOTE: BASE MAP WAS DEVELOPED FROM AN ACCESSIBLE IMAGE FILE. DIGITAL AERIAL ORTHOPHOTOGRAPHY WAS COLLECTED BY KENT COUNTY IN 2014.

NOTE: CONTAMINANTS ABOVE RQC SHOWN. (ALL RESULTS SHOWN IN ug/L)

ROSE & WESTRA
 CONSULTING GROUP, LLC
 Grand Rapids, Michigan
 GEOTECHNICAL-ENVIRONMENTAL-ECOLOGICAL
 WATER-CONSTRUCTION MANAGEMENT

CREATED BY: K.B. APPROVED BY: M.A.W.

SITE PLAN / SAMPLING LOCATIONS & EXCEEDANCES

CMD 2157 44th LLC
 216 44th STREET SW
 KENTWOOD, KENT COUNTY, MICHIGAN

DATE: 5/24/17 FILE NAME: 62587_BEA

PROJECT NO. 16.006259100

1

FIGURE NO.

SCALE: 1" = 150'
 0' 150'

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE
AN EMPLOYMENT AGREEMENT WITH THE
DEPUTY FIRE CHIEF (ASSISTANT DEPUTY DIRECTOR OF FIRE SERVICES)

WHEREAS:

1. The City Manager desires to enter into employment agreements with officers and employees in administrative service for the City.
2. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
3. The City Manager has negotiated an employment agreement with the Deputy Fire Chief (Assistant Deputy Director of Fire Services).

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute an employment agreement with the Deputy Fire Chief (Assistant Deputy Director of Fire Services).
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 20, 2018.

ATTACHMENTS:
Employment Agreement

Kelli A. VandenBerg, Wyoming City Clerk

CITY OF WYOMING

EMPLOYMENT AGREEMENT –

DEPUTY FIRE CHIEF (ASSISTANT DEPUTY DIRECTOR OF FIRE SERVICES)

THIS AGREEMENT between Dennis VanTassell, [REDACTED]

[REDACTED] (“Employee”), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street SW, Wyoming, Michigan 49509 (“City”), is made on the following terms:

1. TERM. The City hereby employs the Employee as Deputy Fire Chief (Assistant Deputy Director of Fire Services) for the City. This appointment shall be effective August 21, 2018. The Employee understands that as Deputy Fire Chief (Assistant Deputy Director of Fire Services), he serves at the pleasure of the City Manager, who may terminate the Employee for any reason at any time, as provided by the City Charter and City Code.

2. PERFORMANCE. The Employee agrees to perform the duties of Deputy Fire Chief (Assistant Deputy Director of Fire Services) in a competent and professional manner and as set forth in the City Charter, City Code, established policies and regulations of the City, and the laws of the State of Michigan. A job description has been provided to the Employee that the City may periodically revise with notice to the Employee. The Employee shall report to the Director of Police and Fire Services.

3. SERVICE DATE. The Employee’s date of service with the City shall be April 10, 2002. The Employee shall be credited with all earned benefits from his service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

4. COMPENSATION. The Employee's salary shall be established by the City Manager in accordance with the annual budget authorization, the City Charter, and the City Code. The salary shall be paid in accordance with City payroll procedures.

5. BENEFITS. The Employee shall be provided the same health, dental, vision and life insurance, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to regular employees in the Administrative and Supervisory Association unless otherwise stated herein. Any accrued compensatory time off, as of the effective date of this agreement, will be paid out at the "I" step of the lieutenant classification. The Employee shall be covered under the same retirement plan as provided to employees in the Wyoming Fire Fighters Association (based on an adjusted hire date of April 10, 2002).

6. TERMINATION. This Agreement and the Employee's employment pursuant to it may be terminated as follows:

a. By the Employee's resignation. The Employee shall give written notice of the Employee's resignation at least thirty (30) days prior to its effective date. If the Employee fails to do so, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount of which the City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

b. By the City Manager for the reason that the Employee 1) failed to substantially perform the Employee's job duties; 2) committed misfeasance,

malfeasance, or nonfeasance in the Employee's position; 3) engaged in criminal misconduct; 4) is convicted of any felony; 5) is convicted of a misdemeanor involving bodily harm or dishonesty; or 6) performed a deliberate and wrongful act. In such circumstances, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits.

c. By the City Manager, other than as provided in subsection (b) of this Section. If such action is taken, the City shall pay the Employee, in addition to any other amounts to which the Employee is entitled under this Agreement, an amount equal to six months of the Employee's base salary. Such severance pay will be paid to the Employee over a six-month period by checks issued on regular City paydays and will have appropriate amounts withheld. The Employee's insurance (health, dental, vision and life) shall continue to be paid by the City for the same period. However, if the Employee secures another position of equal or greater pay during the six-month period, the City's obligation to make severance payments and continue insurance will cease. If the Employee takes another position at less pay during the six-month period, the City's obligation will be limited to the difference in pay for the balance of said six-month period. For purposes of this section, "another position" shall include employment, self-employment, independent contracting, or compensation from any source. The aforesaid severance pay and benefits shall be paid to the Employee contingent upon the Employee executing a waiver and release of all claims satisfactory to the City.

d. Upon termination of the Employee's employment, the Employee shall arrange for the immediate and orderly transfer of the Employee's office and the City-owned personal property, records, documents, and other items in the Employee's possession.

e. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time and for any reason, subject only to the provisions set forth in this Section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the Employee's position with the City, subject only to the provisions set forth in this Section.

7. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Employee or to the employment relationship between the Employee and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

8. SEVERABILITY. The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable, or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

9. APPLICABLE LAW. The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

10. ASSIGNMENT. Neither party may assign its rights, duties, or interests in this Agreement without the prior written consent of the other party.

11. JURISDICTION AND VENUE. To the extent permitted by law, the parties agree that the jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in state court in Kent County, Michigan.

12. BINDING. This Agreement shall be binding upon the parties and their heirs, subrogates, successors, and assigns.

13. RETURN OF CITY PROPERTY. The Employee agrees that when the Employee's employment ends, the Employee is responsible for returning any City-owned property in the Employee's possession and for paying any expenses or other amounts that the Employee may owe to the City at that time. The Employee authorizes the City to deduct any amount owed from any wage or benefit payments that may be due to the Employer.

14. SHORTENED LIMITATIONS PERIOD. The Employee agrees that any lawsuit or claim against the City arising out of the Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that Notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or

(ii) the time limits specified by statute, whichever is shorter. The Employee waives any statute of limitations that exceeds this time limit.

CITY OF WYOMING

Dated: _____

Curtis Holt
City Manager

Dated: _____

Dennis VanTassell
Deputy Fire Chief (Assistant Deputy
Director of Fire Services)

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A
DONATION OF FUNDS FROM THE WYOMING SENIOR FELLOWSHIP CLUB, INC.
AND TO AUTHORIZE THE RELATED BUDGET AMENDMENT

WHEREAS:

1. The Wyoming Senior Fellowship Club (WSFC) is a nonprofit affiliate of the City of Wyoming chartered to support the City's Wyoming Senior Center (WSC), located at 2380 DeHoop Avenue SW, Wyoming, Michigan.
2. The WSFC desires to fund the addition of a commercial grade refrigerator at the WSC for the purpose of programming support. This refrigerator may be purchased at a value of \$2,046.
3. The WSFC has agreed to donate funds to the City for its purchase.
4. This purchase was not planned in the City's WSC budget and as such an increase in the WSC Project Costs account 208-752-75800-967.000 must be authorized by the City Council and the FY 2019 budget amended.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the donation of \$2,046 from the Wyoming Senior Fellowship Club.
2. The City Council does hereby authorize the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 20, 2018.

ATTACHMENTS:
Budget Amendment
WSFC Correspondence

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

July 31, 2018

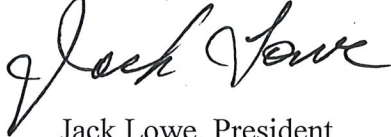
Rebecca Rynbrandt, Director of Community Services
City of Wyoming
1155 – 28th St SW
Wyoming, MI 49509

Dear Rebecca:

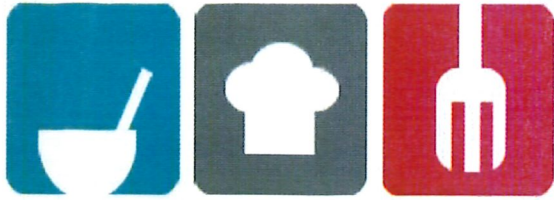
I am pleased to inform you that the Wyoming Senior Fellowship Club Activity and Finance Committees have voted in the affirmative to approve the financial support of \$2,046.00 for a commercial refrigerator at the Wyoming Senior Center, 2380 DeHoop SW.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Jack Lowe". The signature is written in a cursive style with a large, stylized initial "J".

Jack Lowe, President
Wyoming Senior Fellowship Club



Invoice

07/27/2018

CharneyCommercial

New & Used Restaurant Equipment and Supplies

Project:

Wyoming Senior Citizens Center -
Betty Cody
2380 De Hoop Ave, Wyoming, MI
49509
Tel. 616 530 3190
Cell. 517 614 2247

From:

Charney Commercial Sales
Daniel Palomino
2035 28th St
Wyoming, MI 49519
616-827-6400
616 827 6400 (Contact)

Job Reference Number: 784

| Item | Qty | Description | Sell | Sell Total |
|------|------|---|--------------------|-------------------|
| 3 | 1 ea | REACH-IN REFRIGERATOR Atosa Catering Equipment Atosa Reach-In Refrigerator, two-section, self-contained refrigeration, 46.0 cu. ft. capacity, 33° to 45°F temperature range, (2) locking hinged self-closing doors, (6) adjustable shelves, ventilated refrigeration, interior lighting, automatic evaporation, digital temperature control, air defrost, stainless steel interior & exterior, galvanized steel back, castors, bottom mounted refrigeration, 115v/60/1-ph, 6.5 amps, 1/3 HP, cETLus, ETL, ENERGY STAR® 1 ea 2 year labor & parts warranty, 5 years warranty on compressor 1 ea Contact factory for available options and accessories | \$2,046.00 | \$2,046.00 |
| | | | ITEM TOTAL: | \$2,046.00 |
| | | | Total | \$2,046.00 |

Thank you for the opportunity to provide you with this quote. Allow 1 to 2 weeks production and shipping time for these items. This quote is based upon the information you supplied us. Please review carefully for any discrepancies. Unless otherwise noted this quote will remain good for 30 days. We will do our best to honor prices for this period, but prices are subject to change anytime.

Acceptance: John R. Lowe Date: 7-27-2018
 Printed Name: John R. Lowe
 Project Grand Total: \$2,046.00

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
AGREEMENT WITH DONOHUE & ASSOCIATES FOR ENGINEERING SERVICES
AND TO AUTHORIZE THE RELATED BUDGET AMENDMENT

WHEREAS:

1. The Jackson Park storm water pump station is 48 years old and in need of replacement.
2. The work of engineering and designing said pump station replacement must be coordinated with the ongoing design of the proposed Jackson Park improvements, which are scheduled for construction beginning in spring 2019.
3. Donohue & Associates has provided Wyoming with a proposal to provide the necessary engineering services.
4. It is in Wyoming's best interest to have Donohue & Associates perform the necessary engineering work, as outlined in their attached proposal.
5. The cost for said engineering work is estimated to be \$134,048, which can be financed equally out of the Major and Local Street Funds, account numbers 202-441-46300-972.452 and 203-441-46300-972.452.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached agreement with Donohue & Associates for engineering services.
2. The City Council does hereby authorize the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 20, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Agreement

Donohue & Associates Proposal

Wyoming Terms & Conditions

CITY OF WYOMING BUDGET AMENDMENT

Date: August 20, 2018

Budget Amendment No. 025

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$140,000.00 of additional budgetary authority to fund the Jackson Park storm water pump station engineering as per the attached resolution.

| <u>Description/Account Code</u> | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|---|----------------|-----------------|------------------|----------------|
| <u>Major Streets Fund</u> | | | | |
| Public Works - Street Maintenance - Capital Outlay Storm Sewer 202-441-46300-972.452 | - | 70,000.00 | | 70,000.00 |
| Balance/Working Capital (Fund 202) | | <u>-</u> | <u>70,000.00</u> | |
| <u>Local Streets Fund</u> | | | | |
| Public Works - Street Maintenance - Capital Outlay Storm Sewer 203-441-46300-972.452 | - | 70,000.00 | | 70,000.00 |
| Balance/Working Capital (Fund 203) | | <u>-</u> | <u>70,000.00</u> | |

Recommended: Kate Balfanz
Senior Accountant

Myra Lee
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2018-2019 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: August 14, 2018
Subject: Engineering Agreement with Donohue & Associates
From: William D. Dooley, Director of Public Works
Meeting Date: August 20, 2018

Recommendation: We recommend that the City Council authorize the Mayor and City Clerk to execute an agreement with Donohue & Associates for engineering services.

Sustainability Criteria:

Environmental Quality – The work performed by Donohue & Associates will involve the replacement of an aging storm water pump station. Wyoming’s storm water system provides for the environmentally-responsible collection and conveyance of storm water runoff. Replacing aging components of this system is essential to maintaining the quality of Wyoming’s natural environment.

Social Equity – The work performed by Donohue & Associates will support the wellbeing of Wyoming residents regardless of social factors.

Economic Strength – The work performed by Donohue & Associates is an important investment in the overall financial sustainability of Wyoming’s storm water and street systems.

Quality Service Impact:

The work performed by Donohue & Associates will be coordinated with the ongoing design of the Jackson Park improvements in order to minimize the disruption to those residents who use the Jackson Park facilities.

Discussion:

Jackson Park is located within a large depression in the middle of Wyoming. When it rains, storm water is directed into the park by means of storm sewers and overland flow. Once in the park area, the storm water is pumped out of the depression and into a network of storm sewers

which convey the storm water towards Roy's Creek, Plaster Creek, and the Grand River. The storm water pump station in Jackson Park was installed 48 years ago in 1970. It is need of replacement. Donohue & Associates has provided Wyoming with a proposal to perform the necessary engineering services to design and oversee the construction of a replacement pump station. They will be required to coordinate their work with the ongoing design of the proposed Jackson Park improvements, planned for construction in 2019. The attached proposal identifies the required engineering activities and the associated costs.

Budget Impact:

The total cost of the required engineering services is estimated to be \$134,048. This amount can be financed out of the Major and Local Street Funds, but a budget amendment is necessary to set up the appropriate capital outlay accounts.

AGREEMENT

This Agreement made as of _____, 2018 between the City of Wyoming, a municipal corporation of 1155 – 28th Street SW, Wyoming, Michigan 49509 (hereinafter "City") and Donohue & Associates, Inc. a corporation having an office located at 3949 Sparks Drive, SE, Suite 150, Grand Rapids, MI 49546 (hereinafter "Consultant") the terms of which are as follows:

1. The City hereby hires Consultant to provide engineering services for the "Jackson Street Pump Station Replacement Project for the City in accordance with the proposal dated July 25, 2018, and supplemented by Standard Terms and Conditions, City of Wyoming, Michigan, with a revision date of "Rev. August 2018," which are both hereby incorporated by reference.
2. The Agreement shall be undertaken and completed in accordance with the proposal unless extended by mutual agreement of the parties.
3. Payment shall be made in accordance with the proposal and upon billing for work completed, shall not exceed the amount of \$134,048.
4. The Standard Terms and Conditions, City of Wyoming, Michigan are incorporated by reference.
5. Consultant is an independent contractor and the City is hiring Consultant for professional services. All officers, agents and employees of Consultant shall at all times be considered employees of Consultant and not of the City.
6. This Agreement contains the entire Agreement between the parties and may not be modified except in writing by mutual consent.

CITY OF WYOMING

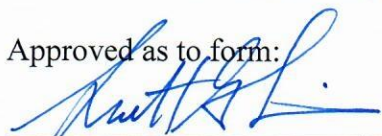
DONOHUE & ASSOCIATES, INC.

By: _____
Jack Poll, Mayor

By: _____
Michael A. Harvey, P.E.

By: _____
Kelli A. VandenBerg, Clerk

Approved as to form:



Scott G. Smith, City Attorney



Donohue & Associates, Inc.
3949 Sparks Drive, SE Suite 150 | Grand Rapids, MI 49546
616-201-2810 | donohue-associates.com

July 25, 2018

Mr. Bill Dooley
Director of Public Works
City of Wyoming
2660 Burlingame Ave SW
Wyoming, MI 49509

Subject: Jackson Park Pump Station Replacement Project
Proposed Scope and Fee for the Design of the Jackson Park Pump Station Replacement

Dear Mr. Dooley,

Donohue & Associates, Inc. (Donohue) is pleased to provide this letter proposal for the design of the subject storm water pump station replacement. The following summarizes our understanding of the existing conditions, issues, and scope of engineering services for the proposed replacement. The scope and fee was developed utilizing information provided through discussions with City staff and a visit to the site.

EXISTING CONDITIONS

The existing pump station is a pre-fabricated underground dry pit station with two pumps. The pump station is 40 to 50 years old, is reaching the end of its useful life, and the City wants to replace it. The City reported that major equipment (valves, pump impellers, motors, etc.) has needed frequent maintenance and refurbishment or replacement over the years, and the steel walls and floor are corroding. In addition, sand and debris accumulation, both at the surface and in the wet well, has been an issue, even after a screening structure was installed many years ago. The City has stated that it would like to expand the wet well, both to increase the storage volume and to improve maintenance access. The City also reported that the initial design capacity of the existing pumps (1,000 gpm and 1,200 gpm) were found to be oversized several years ago and had the impellers shaved to achieve a current pump station capacity of 800 gpm.

The park is currently designed as a detention pond and normally detains water at or below the inlet and screening structure elevations. Water tends to pond near these structures since they are located at the low point in the park. On rare occasions, storm water has ponded above these structures, flooding the screen and wet well facilities. This was presumed to be caused by blockages or equipment failures, rather than a lack of pumping capacity. As such, enhanced debris screening should be a part of any pump station improvements, if possible.

Finally, the City indicated that the Park District has been planning on some improvements to the park, including converting a portion of the low-lying area into a wetland. While improvements are not expected to affect the pump station inflows and design, all work should be coordinated with the Park District.

DESIGN ASSUMPTIONS

The City has indicated a preference for replacing the existing station with a similar package-type station, but is open to exploring other pump station configurations in addition to the current underground dry-pit configuration. As one of the initial tasks, Donohue will perform an assessment comparing that option with up to two additional design alternatives for pump station configuration. The technical memorandum will provide a general description of each configuration, the potential benefits and drawbacks of each, rough order-of-magnitude construction costs, and a recommended configuration. We note that the following scope of services is based on the “replace in kind” package pump station; however, depending on the pump station configuration selected, adjustments may need to be made to the scope of services to accommodate any revised design approach.

Based on the above and a review of existing materials provided by City staff, the following is the basis for the scope of services outlined in this letter proposal:

- The new pump station will be a buried package-type dry pit pump station similar to existing.
- Pump station firm capacity of 800 gpm (two pumps, each at 800 gpm).
- Utilize Vaughn chopper pumps if appropriate.
- Pumps will be constant speed and controlled by level transducer or bubbler with float backup.
- Provide wireless cellular remote monitoring of pump station status.
- Provide new wet well, suction piping, and isolation valves to pumps.
- Connect to existing pump station discharge forcemain near the station.
- The pump station will meet applicable building and electrical codes, including NFPA 820.
- Existing 240V, 3-phase, single feed electrical service is adequate for the new pump station.
- No separate back-up power. Provide plug-in facilities for portable generator connection.
- Drawings will be prepared in AutoCAD 2018.
- Specifications will be prepared in Microsoft Word, CSI format and compiled with the City’s front end documents. The overall bidding documents will be configured based around the documents developed for the Clean Water Plant Centrifuge Replacement.

SCOPE OF SERVICES

The project scope consists of the preparation of contract plans, specifications, opinion of probable construction cost, and engineering services during bidding and construction for the replacement of Jackson Park storm water pump station located at the northeast corner of Jackson Park. Based on the above background and assumptions, Donohue’s proposed tasks under the scope of services are as follows:

Task 1 – Pump Station Design Alternatives Memorandum

- Develop up to three pump station configurations
- Evaluate potential benefits and drawbacks of each alternative
- Develop rough order-of-magnitude opinions of probable construction cost
- Prepare technical memorandum summarizing options and provide recommended alternative

Task 2 – Data Review

- Review of existing reports and record drawings
- Prepare of list of additional data needs from City

Task 3 – Field Investigations

- Site survey – pump station site only (utilize and coordinate with current Pathfinder survey)
- Geotechnical investigations - one soil boring at proposed location of pump station and report with recommendations (to be completed by the City).

Task 4 – Design Plans, Specifications, and Estimate (PS&E) Preparation

This task item includes the preparation of PS&E documents of the selected design alternative. Plan submittals at 30%, 60%, 90%, and Final Contract Documents suitable for bidding. A PDF version and two hard copies of all deliverables will be provided for each submittal for review by City. The scope may vary based on the selected pump station configuration, but is expected to include the following:

- Pump Station Design
 - a. Structural:
 - i. Evaluate and recommend boring location and depth with City who will directly contract for the geotechnical investigation.
 - ii. Review geotechnical report and incorporate recommendations in design
 - iii. Provide design for the concrete sub-structures:
 - 1. Pump station foundation as required
 - 2. Wet well layout as required to comply with package pump station manufacturer's recommendations and City's requests
 - iv. Coordinate with civil design for location and site loadings
 - b. Civil:
 - i. Determine demolition requirements
 - ii. Provide suggested temporary bypass pumping plan
 - iii. Location and layout of new pump station and wet well
 - iv. Layout and connection of inlet piping
 - v. Layout and connection of discharge piping
 - vi. Erosion control
 - vii. Site grading and restoration
 - c. Mechanical Process:
 - i. Perform hydraulic calculations and develop system curves
 - ii. Coordinate with package pump station supplier and confirm the following:
 - Pump type and manufacturer
 - Pump intake and discharge pipe design
 - Pump isolation valve design
 - Pump discharge valve design
 - Pump operation strategy
 - Pump cycle time analysis
 - Maximum allowable water level determination
 - Minimum allowable water level determination
 - Corrosion protection system
 - Delivery and installation details
 - iii. Develop field testing procedure

- d. Mechanical HVAC and Plumbing:
All internal pump station HVAC and plumbing assumed to be provided by package pump station manufacturer
 - e. Electrical:
 - i. Determine electrical requirements and evaluate suitability of existing electrical service
 - ii. Plug-in facilities for portable generator connection
 - iii. Coordinate with package pump station supplier and confirm the following:
 - Pump station loads and suitability of power service
 - Pump motor and starter (VFDs not provided)
 - Required monitoring and alarm points from electrical equipment
 - Surge protection and grounding design
 - Lightning protection design
 - f. Controls
 - i. Description of primary and secondary level controls
 - ii. Coordinate with Package Pump Station supplier and confirm the following:
 - Pump control/operation schemes
 - Level set-point verification
 - SCADA interface
 - iii. Wet well level device selection
 - iv. Back-up float design and description of float mode controls
 - v. Communication design (assume utilize cell modem integrated into existing City system)
 - vi. Creation of list of signals for remote monitoring
- Specifications – Detailed technical specifications will be provided for the 90% and Final Contract Document Submittals. Specifications will be provided in CSI 16 division format.
 - Opinion of Cost – The opinion of probable construction cost will be provided for the 60%, 90% and Final Contract Document submittals.

Task 5 - Permitting

This task item includes assisting the City with obtaining the necessary permits. A list of required permits will be developed and applications and supporting documents will be prepared and submitted to the City for review. The required permits anticipated are the following building permits from the City of Wyoming:

- Mechanical
- Electrical

The contract documents will require that the Contractor submit all required documents and pay all fees, if any, to the permitting agencies.

The work is not expected to disturb more than one acre of area and it is therefore assumed that stormwater related permits are not required, including the following:

- Kent County Soil Erosion and Sediment Control Permit
- Stormwater Pollution Prevention Plan (SWPPP)

Task 6 – Design Phase Project Administration/Coordination/Meetings

This task item includes overall design project management and contract administration, as well as the following meetings:

- Kickoff meeting including a site visit with the City
- One meeting with Package Pump Station Supplier
- Three progress/status Conference Calls with City staff
- Three Submittal Review meetings with the City

Meeting minutes for each meeting will be prepared and submitted to the City.

Task 7 – Bid Phase Services

The following bid phase services will be provided:

- Prepare advertisement for bids and post documents on Quest
- Prepare for and conduct pre-bid conference
- Respond to bidders' questions
- Prepare and issue up to two addenda
- Attend bid opening
- Prepare bid tabulation and recommendation of award letter

Task 8 – Construction Related Services

The following construction related services will be provided:

- Prepare for and conduct pre-construction conference
- Review construction shop drawing submittals
- Respond to RFIs
- Prepare change orders
- Review materials testing reports (construction contract will require that the contractor perform testing and provide reports to Donohue)
- Review and recommend payment to City for contractor requests for payment
- Attend construction progress meetings. Six (6) meetings assumed for this proposal.
- Site visits made at appropriate times during construction. Ten (10) visits at 4 hours each are assumed for this proposal
- Attend final site inspection and prepare punch list
- Prepare record drawings and project close-out package

OWNER PROVIDED INFORMATION

We assume the City will provide the following information:

1. Previous reports and applicable record drawings
2. Confirmation of design peak inflow rate into the pump station
3. Location and elevation of connecting pipes and structures
4. Base flood protection elevation at the pump station site
5. Geotechnical investigation and report

ADDITIONAL SERVICES

The following services are NOT included in this proposal, but can be for additional fee if requested:

- Hydrologic evaluations of influent flows to the pump station
- Geotechnical investigations and report (assumed to be contracted by City)

Jackson Park Pump Station Replacement Project Proposal

Page 6 | July 25, 2018

- Remote pump station control
- Pump station flow metering
- Access, roadway, parking, walks design
- Site fencing and security
- New electrical service design
- On-site back-up power
- Land/easement acquisition
- Construction observation services

It should be noted the City reported that a citizen who lives nearby experiences basement flooding and believes the cause to be poor functioning of the pump station. Without a detailed drainage study, it is difficult to determine the cause of the flooding and replacement of the pump station may not eliminate the problem. Detailed hydrologic studies to determine peak flows to the pump station and groundwater analyses are not included in this scope of services.

PROJECT FEE AND SCHEDULE

The estimated not-to-exceed engineering fee for the services described above is **\$134,048**. A breakdown of the detailed level of effort and fee by task is attached to this letter.

A preliminary project schedule is estimated as follows:

- Design Phase: 8 months from Notice to Proceed (NTP)
- Bidding/Award Phase: 4 months from Advertisement to Contractor NTP
- Construction Phase: 12 months from Contractor NTP

CONTRACT TERMS AND CONDITIONS

As with previous assignments for the City, once the proposal has gained Council approval, we'll prepare an engineering services agreement using the same format as the Centrifuge Replacement project agreement executed on August 24, 2017. We'd anticipate performing the services under Donohue's standard terms and conditions which are attached.

We really appreciate the opportunity to provide this proposal and to be of continued service to the City of Wyoming. Please do not hesitate to contact me if you have any questions. If you find this proposal acceptable then we'll incorporate into an agreement.

Sincerely,



Michael A. Harvey, P.E.
Project Manager
Donohue & Associates, Inc.

City of Wyoming, MI
Wyoming, MI - Jackson Park Stormwater PS Replacement Project
Engineering Fee Estimate

Donohue
24-Jul-18

| Task | PM \$237 | Lead \$216 | Process \$144 | Civ \$134 | Structural \$144 | Electrical \$118 | IC \$118 | Proc/Hydraulics \$237 | Civil GC \$180 | Structural GC \$144 | Electrical GC \$196 | IC GC \$180 | Admin \$72 | Total Hours | Total Labor | Travel | Printing & Shipping | Sub Consultant | Sub- Total | Total Cost |
|--|-------------|---------------|------------------|--------------|---------------------|---------------------|-------------|--------------------------|-------------------|------------------------|------------------------|----------------|---------------|----------------|----------------|---------|------------------------|-------------------|---------------|---------------|
| STUDIES | | | | | | | | | | | | | | | | | | | | |
| Task 1 - Pump Station Design Alternative Memorandum | | 24 | 60 | 4 | 4 | 4 | 4 | | | | | | | 100 | \$15,903 | | | | \$ 15,903 | \$ 16,903 |
| DESIGN | | | | | | | | | | | | | | | | | | | | |
| Task 2- Data Review | | 1 | 2 | 1 | 1 | 1 | 1 | | | | | | | 7 | \$1,020 | | | | \$ 1,020 | \$ 1,020 |
| Task 3 - Field Investigations (Survey) | | | | | | | | | | | | | | | | | | \$1,000 | \$ 1,000 | \$ 1,000 |
| Task 4 - Design Plans, Specifications, Cost Estimate | | | | | | | | | | | | | | | | | | | | |
| 30% Plans | | 4 | 8 | 16 | 24 | 8 | 8 | 2 | 2 | 2 | 2 | 2 | | 78 | \$11,309 | \$100 | \$100 | | \$ 11,509 | |
| 60% Plans | | 4 | 8 | 16 | 24 | 8 | 8 | 2 | 2 | 2 | 2 | 2 | | 78 | \$11,309 | \$100 | \$100 | | \$ 11,509 | |
| 90% Plans | | 4 | 4 | 8 | 8 | 4 | 4 | 2 | 2 | 2 | 2 | 2 | | 42 | \$6,407 | \$100 | \$100 | | \$ 6,607 | |
| 100% Plans | | 4 | 4 | 8 | 8 | 4 | 4 | 2 | 2 | 2 | 2 | 2 | | 32 | \$4,614 | \$100 | \$100 | | \$ 4,714 | |
| Specifications | | 4 | 16 | 16 | 16 | 16 | 16 | 2 | 2 | 2 | 2 | 2 | 8 | 102 | \$13,781 | | \$100 | | \$ 13,881 | |
| Cost Estimate | | 2 | 8 | 4 | 8 | 4 | 4 | 1 | 1 | 1 | 1 | 1 | | 35 | \$5,119 | | | | \$ 5,119 | \$ 5,340 |
| Task 5 - Permitting | | 2 | 4 | | | | | | | | | | | 6 | \$1,039 | | | | \$ 1,039 | \$ 1,039 |
| Task 6 - Design Phase Administration/Coordination/Meetings | 20 | 20 | 8 | | | | | | | | | | | | | | | | \$ 1,009 | \$ 1,009 |
| Design Phase Total | | | | | | | | | | 36 | | | 8 | 92 | \$15,986 | \$1,200 | | | \$ 17,186 | \$ 17,186 |
| BID PHASE SERVICES | | | | | | | | | | | | | | | | | | | | |
| Task 7 - Bid Phase Services | 2 | 6 | 26 | | | | | | | | | | | 34 | \$5,521 | \$100 | \$100 | | \$ 5,721 | \$ 5,721 |
| Advertisement | | 2 | 2 | | | | | | | | | | | | | | | | | |
| Pre-Bid | 2 | | 8 | | | | | | | 4 | | | | | | | | | | |
| Responses/Attendance | | 2 | 8 | | | | | | | | | | | | | | | | | |
| Closing/Evaluation/Recommendation | | 2 | 8 | | | | | | | | | | | | | | | | | |
| CONSTRUCTION RELATED SERVICES | | | | | | | | | | | | | | | | | | | | |
| Task 8 - Construction Related Services | 2 | 26 | 66 | 24 | 24 | 24 | 24 | | | 76 | | | 8 | 264 | \$38,069 | \$800 | | | \$ 38,869 | \$ 38,869 |
| Pre-Construction Conference | | | 4 | | | | | | | 8 | | | | | | | | | | |
| Shop Drawings | | 4 | 24 | 16 | 16 | 16 | 16 | | | | | | 8 | | | | | | | |
| RFIs | | 4 | 4 | 4 | 4 | 4 | 4 | | | | | | | | | | | | | |
| Change Orders | | 4 | 4 | 2 | 2 | 2 | 2 | | | | | | | | | | | | | |
| Plan Application Review | | 4 | 4 | | | | | | | | | | | | | | | | | |
| Progress Meetings | 2 | | | | | | | | | | | | | | | | | | | |
| Site Visits | | | | | | | | | | | | | | | | | | | | |
| Final Inspection/Punch List | | 8 | 8 | 2 | 2 | 2 | 2 | | | | | | | | | | | | | |
| Record Drawings | | 2 | 8 | | | | | | | | | | | | | | | | | |
| Total | 24 | 101 | 204 | 67 | 117 | 73 | 73 | 9 | 9 | 121 | 9 | 9 | 24 | 870 | \$130,048 | \$2,400 | \$800 | \$1,000 | | \$134,048 |

PART IV - STANDARD TERMS AND CONDITIONS CITY OF WYOMING, MICHIGAN

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

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

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

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

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

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days' written notice to the other party. Owner shall pay Donohue for all Services based on Donohue's standard hourly rates and pay for expenses incurred in accordance with Donohue's standard practice for billing for expenses. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving 7 days' written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance under this Agreement if the defaulting party commences to cure such default within the 7-day notice period and completes such cure within a reasonable period of time.

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

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

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

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

11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Workers' Disability Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue will provide Owner with copies of certificates of insurance and policies of insurance upon request. For projects involving construction, Owner will contractually require contractor to obtain and maintain builder's risk and other insurance relating to the project as is customarily provided by contractors on similar projects which insurance shall name Owner and Donohue as insureds or additional insureds and certificate holders. Donohue's coverage provided in the first sentence of this paragraph shall be excess over the contractor's primary coverage.

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

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

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

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

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

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. Upon payment to Donohue as provided by this Agreement, all documents and other deliverables, whether in paper or electronic form, prepared by Donohue in connection services provided pursuant to this Agreement shall be the property of Owner. Owner shall hold Donohue and Donohue's principals, directors, officers and employees harmless from, indemnify them for and defend them against any demands, claims, lawsuits, investigations, administrative proceedings, judgments, or awards arising from (i) any modification of those documents or deliverables by Owner or Owner's officers, employees or agents, without Donohue's prior written consent or (ii) any use of such documents and deliverables for any project other than the project that is the subject of this Agreement.

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

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

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

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

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

20. STATUTE OF LIMITATION. The statute of limitations applicable to any cause of action under this Agreement shall be the statute of limitations in effect in the state of Michigan for such cause of action without applying any conflict of laws provisions.

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

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

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

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

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

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

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM
FISHBECK, THOMPSON, CARR & HUBER (FTCH) AND TO AUTHORIZE THE MAYOR
AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council accept a proposal from FTCH to provide construction administration and on-site inspection engineering of the biofilter and odor control improvement project in the total estimated amount of \$79,800.
2. Funds are budgeted in the Sewer Fund Capital Outlay Plant Expansion Phase 2 account number 590-590-54400-986444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize acceptance of the proposal from FTCH to provide construction administration and on-site inspection engineering of the biofilter and odor control improvement project in the total estimated amount of \$79,800.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 20, 2018.

ATTACHMENTS:
Staff Report
Proposal
Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: August 7, 2018
Subject: Biofilter Construction Project
From: Jon Burke, CWP Superintendent
Meeting Date: August 20, 2018

Recommendation:

It is recommended that the City Council accept a proposed engineering agreement and scope of work from Fishbeck, Thompson, Carr & Huber (FTCH) as outlined in the attached documents. The cost of this work is \$79,800.



Sustainability Criteria:

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

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

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

Quality Service Impact:

Odors emanating from the plant have a negative effect on our neighbors’ and rate payers’ happiness and enjoyment of their properties and environment.

Discussion:

For the past few months, the staff at the CWP has been working with Fishbeck, Thompson, Carr & Huber (FTC&H) to study and examine alternatives for odor control improvements at the Clean Water Plant.

With Council Resolution 26007 dated March 5, 2018, the Council entered into an agreement with FTC&H for the design work for the proposed odor control improvements. These improvements consist of a new biofilter to replace the current carbon scrubber unit (pictured above) as well as covering an additional structure that doesn't currently have any odor treatment capabilities at all.

At the City Council meeting on August 6, 2018, the Council accepted a bid from Triangle Associates Inc. for the construction of the new odor control improvements and they will begin work on the project as soon as the contract documents are signed.

We need to hire an engineer to manage the construction phase of the project. FTC&H is the logical choice, as they performed the study as well as the design of the improvements. Approval of the attached scope of services and engineering agreement would allow them to start working immediately on the oversight of the project and ensure that the construction is completed on schedule.

Budget Impact:

The cost of this work will be \$79,800 and there are sufficient funds in the sewer fund capital outlay plant expansion phase 2 account 590-590-54400-986.444.

Attachments:

FTC&H Engineering Agreement & Scope of Services

August 14, 2018

Mr. Jon Burke
Plant Superintendent
Wyoming Clean Water Plant
2350 Ivanrest Avenue SW
Wyoming, MI 49418

Re: City of Wyoming Clean Water Plant (CWP)
Primary Clarifier Odor Control – Construction Services (Revised)

Dear Mr. Burke:

FTCH is pleased to present this proposal to continue our services to the City of Wyoming by performing the construction administration and on-site inspection engineering of the Biofilter and Odor Control Improvements design that was bid on July 17, 2018. We have provided a detailed scope of our engineering services for the project with the attachments to this letter.

We are again teaming with Webster Environmental Associates, Inc. (WEA) to assist with the some of the construction administration and final performance testing of the biofilter.


Our services are based on a twelve (12) month project schedule determined by the preliminary discussions with equipment suppliers and the contractor. Our scope of services is based on the City providing the on-site resident representative to observe and report on the contractor's work over the course of the construction period. We expect the City's representatives will at times be observing the contractor's activities every day. Most of the time we expect there may need to be observation one to two days per week to check on progress, and those visits may be for only a few hours to verify that work and workmanship is proceeding well. Our Project Manager will be available by telephone to answer questions and get updates from the City's representative each week. At the monthly progress meeting our Project Manager will walk through the site with the City's representative to observe and discuss the project. We have also included a site visit by a structural engineer and our electrical representative to assist the City's representative.

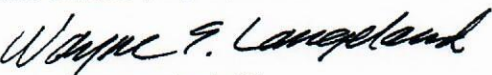
FTCH looks forward to the opportunity to continue to be of service to the CWP on this project and trust our engineering services proposal meets with your approval. Our proposal is valid for a period of 90 days.

FTCH is committed to strengthening our relationship with the City and look forward to begin working with you on this phase of the project. If you have any questions, please contact us.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.


John C. Rafter, Jr., PE, BCEE


Wayne E. Langeland, PE

jd6

Attachments

Project Understanding and Approach

This project includes the following odor control components:

- Replacement of the Primary Clarifier Odor Control System with a biofilter, including a replacement fan; an above-grade odor control duct; and associated plumbing, electrical, instrumentation, ground water dewatering, drain line and site work.
- Solid top mat system to cover Aeration Splitter No. 2, coating the walls inside the flow splitter box, addition of an above-grade odor control duct, plant flow by-pass pumping, and site work.

Scope of Additional Design Engineering Phase Services

The following engineering design task was requested to be added to our design phase services:

1. Add the coating of the concrete interior walls of Aeration Splitter No. 2. This task included determining the coating requirements, understanding the time frame for the coating application, developing a by-pass pumping plan for the plant flow, meeting with a by-pass pumping contractor to verify the plan was reasonable and specifying the requirements to accomplish these construction items.

Scope of Engineering Construction Phase Services

FTCH and Webster Environmental Associates (WEA) anticipate the following engineering design tasks to be associated with this Construction Administration and Construction Inspection:

Construction Administration Services

1. **Contract Administration:** FTCH will help the Wyoming CWP's staff administer the construction contract. This includes responses to requests for information (RFI), issuance of bulletins (requests for work change and pricing) and change orders, and the review of the contractor's payment requests.
2. **Submittal Reviews:** FTCH and WEA will review submittals for the project. FTCH utilizes a scheduling system to ensure our reviews are conducted in a timely manner.
3. **Meetings:** FTCH will attend and administer the preconstruction meeting and attend regular construction progress meetings administered by the contractor for the estimated twelve (12) month construction duration. For purposes of this proposal, we have assumed attendance at a total of twelve (12) meetings: one preconstruction meeting and eleven (11) progress meetings (24 hours). WEA has included conference call participation in the pre-construction meeting and 3 additional project progress meetings (total meeting attendance by telephone: four). WEA has also included on-site attendance at one project progress meeting at the time the biofilter is substantially complete.
4. **Staking:** FTCH will provide the initial construction staking for the new biofilter, odor control duct alignment, duct support post locations, 4" drain pipe, side walk and driveway for the project. Staking needs will be coordinated with the contractor. Staking will be provided for line and grade of new infrastructure with appropriate offsets. We have assumed one visit to the site for staking purposes. Additional re-staking of the project elements will be charged on a time and material basis and back charged to the contractor.

5. **Project Closeout:** Closeout services includes attending startup and demonstration activities for Biofilter. We will observe the demonstration of the proper operation and functionality of the system. We will attend a walk through with the Wyoming CWP staff and contractor for the development of a punch list. We will also conduct final inspection(s) to verify the completion of the punch list. For the Biofilter we included one site visit to conduct start up demonstration activities, one visit to conduct a punch list and one visit for the final check of the punch list completion. WEA will conduct a biofilter performance test and provide a summary report on the performance.
6. **Record Drawings:** Within three weeks of construction completion, FTCH will prepare record drawings for the project and submit them to the Wyoming CWP for its approval. The final approved copies will be provided in both PDF and AutoCAD 2014 formats, with associated support files. WEA will prepare a biofilter O&M manual and provide an electronic copy.

Construction Inspection Services

7. **Inspection:** The City of Wyoming will provide an on-site resident representative to perform inspection of the Contractor's work for the entire project. FTCH's Project Manager is scheduled to have two – ½ hour phone calls per week (52 hours) to discuss the project progress with the City's representative and answer questions. FTCH's Project Manager will also walk through the project with the City's representative at each project progress meeting (24 hours) and 4 additional site visits (12 hours) to observe the by-pass pumping and coating construction tasks. FTCH has included a site visit (4 hours) by our structural engineer to review the structural reinforcement installation of the biofilter and provide instruction to the City's representative on details to make sure the contractor has installed related to the structural elements. FTCH has also included 4-hours for our electrical representative to meet with the electrician and the City's representative to review installation requirements of the electrical systems that are required by the contract documents. The City's representative will provide a daily report of the activities of the construction work performed on the day of observation. FTCH will provide an electronic version of a Daily Report form that can be used by the on-site representative. Photographs of the work will also be taken by the on-site representative to record the construction progress. The daily report and photographs will be sent FTCH's Project Manager weekly at a minimum so that FTCH can monitor the work progress.

Expenses

Expenses include travel, printing sets for construction, printing record drawings, and surveying materials costs for the 12-month project.

Engineering Fees:

The not to exceed fee for these engineering services are detailed below and will be billed monthly on an hourly plus expenses basis:

| | |
|--|------------------|
| Additional Design Task 1: | \$ 5,100 |
| Construction Administration - Tasks 1-6: | \$ 66,600 |
| Construction Inspection - Task 7: | \$ 4,700 |
| Expenses: | <u>\$ 3,400</u> |
| Total: | \$ 79,800 |

AGREEMENT

This Agreement made this 14th day of August, 2018 between the City of Wyoming, a municipal corporation of 1155 – 28th Street SW, Wyoming, Michigan 49509 (hereinafter "City") and Fishbeck, Thompson, Carr & Huber, a corporation having an office located at 1515 Arboretum Dr S.E. Grand Rapids, Michigan 49546 (hereinafter "Consultant") the terms of which are as follows:

1. The City hereby hires Consultant to provide engineering services for the City in accordance with the proposal dated August 14, 2018, is hereby incorporated by reference.
2. The Agreement shall be for a period of fifteen months commencing upon execution of the Agreement. This Agreement may be extended by mutual agreement of the parties.
3. Payment shall be made in accordance with the proposal and upon billing for work completed, approximately \$79,800 total for the engineering services.
4. The City may terminate the Agreement upon 30 days written notice. Upon termination or completion of this contract and at all times during the term of the contract, all work done by Consultant under this contract shall be the property of the City.
5. Consultant is an independent contractor and the City is hiring Consultant for professional services. All officers, agents and employees of Consultant shall at all times be considered employees of Consultant and not of the City.
6. This Agreement contains the entire Agreement between the parties and may not be modified except in writing by mutual consent.

CITY OF WYOMING

Fishbeck, Thompson, Carr & Huber

By: _____
Jack Poll
It's Mayor

By: Wayne E. Langeland
Wayne E. Langeland, PE
It's Vice President

By: _____
Kelli A. VandenBerg
It's City Clerk

Approved as to form
Scott G. Smith
Scott G. Smith, City Attorney
Date: 08/15/2018

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE FINAL PAYMENT FOR THE REPAINTING
OF THE GEZON ELEVATED WATER TANK

WHEREAS:

1. City Council awarded the bid for repainting the Gezon elevated storage tank on December 18, 2017 via Resolution number 25957.
2. As detailed in the attached Staff Report, additional work was required in order to complete the project increasing the total cost by \$2,800.
3. It is recommended the City Council authorize final payment in the amount of \$371,800.
4. Sufficient money is available in the water fund account number 591-591-57300-986444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize final payment for the repainting of the Gezon elevated water tank.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 20, 2018.

ATTACHMENT:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: August 13, 2018

Subject: Final Payment for Repainting the Gezon Elevated Water Tank

From: Robert Veneklasen, Water Plant Superintendent

Meeting Date: August 20, 2018

Recommendation:

It is recommended that the City Council approve the final payment of \$371,800 to Fedewa, Inc. for repainting the Gezon elevated water tank.

Sustainability Criteria:

Environmental Quality – All appropriate protocols were followed by the contractor to avoid environmental degradation during the painting operation. The repainting of the water tank ensures safe, reliable, and efficient water storage for consistent pressure and fire protection services.

Social Equity – The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or social economic status. All residents enjoy access to services provided by our water and wastewater utilities.

Economic Strength – By soliciting competitive bids from vendors, the Utilities Department is insuring that we get the best value for this necessary equipment. This results in the lowest rates possible for our residents and customers.

Quality Service Impact:

The ability to efficiently and reliably store water in our elevated tanks creates a more even pressure to our customers and ensures a positive pressure in the water distribution system to protect water quality and provide fire protection.

Discussion:

Two unforeseeable factors surfaced during this large tank repainting project. The first was to do with the cable shrouds for one cell phone tenant, which were mounted to a

tank leg with straps. It was determined that the coating application would not be effective in those areas without removal of the straps. The proper mounting of the cable shrouds is by welded bracket so it was determined to make this change; resulting in a cost increase of \$5,800.00.

The second was the tank water supply valve not shutting completely, resulting in a very small amount of water slowly filling the piping in the vault below grade. The presence of water in the vault made it impracticable for the contractor to blast and paint the piping in this area. Our consultant indicated that the piping was in sufficient condition to allow it not to receive a fresh protective coating. This omission resulted in a credit of \$3,000.00.

The net change to the final project cost is an additional \$2,800.00.

Budget Impact:

Sufficient money is available in the Water Fund, account # 591-591-57300-986.444.

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

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 bid for the listed items as recommended in the attached Staff Reports and summarized below.

| Item | Recommended Bidder | Cost |
|--------------------------|---------------------------|--|
| Generator | Michigan CAT | Bid prices as shown on the attached Staff Report |
| Gasoline and Diesel Fuel | J&H Oil | Bid prices as shown on the attached Tabulation Sheet |
| Courthouse - Roofing | Allied Roofing and Siding | \$62,283.00 |

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 20, 2018.

ATTACHMENTS:
Staff Reports
Tabulation Sheet

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: August 9, 2018
Subject: Tier 4 Portable Generator Bids
From: Tom Wilson, Utility Maintenance Manager
Meeting Date: August 20, 2018

Recommendation:

It is recommended that the City Council accept the bid from Michigan Cat for one 100KW portable generator at a cost of \$67,325.00.

Sustainability Criteria:

Environmental Quality – This purchase will help us run the pumps at each respective lift station so that raw sewage will not exit the manholes and flood city streets.

Social Equity – The purchase of the portable generator will help us to limit any sewer backups caused by unforeseen power outages, affecting all sewer users equally.

Economic Strength – The bids received resulted from solicitation of competitive bidding.

Quality Service Impact:

This purchase is made by accepting the lowest price submitted for a Tier 4 portable generator and also adheres to EPA regulatory standards for clean air emissions.

Discussion:

Throughout the City of Wyoming there are eleven sanitary sewer lift stations and two storm sewer lift stations that are maintained, calibrated, and serviced by maintenance staff from the Clean Water Plant. The purpose of the sanitary sewer lift stations is to lift raw sewage into the main trunk line that is located at a higher elevation so that it can resume flow by gravity to the Clean Water plant for treatment. It is important that power is maintained at these lift stations to prevent the possibility of raw sewage backing up into basements. Similarly, storm sewer lift stations lift storm water to a higher elevation so that it can resume gravity flow to the nearest outfall, thereby preventing flooding in the city. During power outages, power is supplied to these lift stations using portable generators that we tow to the site. A permanent power transfer switch is located at each lift station to provide a quick transition to temporary power provided by the portable generator.

We are requesting approval for the purchase of a 100 kilowatt (KW) Tier 4 portable generator to provide this emergency/temporary power to the various lift stations throughout the City. This will provide us with a second portable generator of this type that will allow us to respond more efficiently in the event of a widespread power outage.

There are two types of portable generators currently available, Tier 3 or Tier 4. The US EPA requires that any motor such as those used in the generator sold after January 2019 needs to be a Tier 4 generator. Therefore, to be compliant with the EPA emissions standard, we specified Tier 4 generators on any bid submissions. Some of the bids received were for Tier 3 generators as some companies are attempting to decrease their supply of Tier 3 generators. The following is the list of suppliers who bid either a Tier 3 and/or a Tier 4 portable generator.

| | | |
|--------------------------------|-------------|--------|
| PM Technologies | \$46,293.00 | Tier 3 |
| Alta Equipment | \$58,547.00 | Tier 3 |
| Leete Generators | \$60,495.00 | Tier 3 |
| Technology International, Inc. | \$99,760.00 | Tier 3 |
| Michigan Cat | \$67,325.00 | Tier 4 |
| Hammersmith | \$69,000.00 | Tier 4 |
| Leete Generator | \$69,847.00 | Tier 4 |
| Total Energy Systems | \$74,500.00 | Tier 4 |
| Alta Equipment | \$74,982.00 | Tier 4 |

We are recommending acceptance of the lowest bid for a Tier 4 portable generator from Michigan Cat which satisfies the requirements that were specified in the bid documents.

Budget Impact:

Adequate funds exist in the Clean Water Plant Capital Account #590-590-54400-986.444.

Attachments:

Bid from Michigan Cat.

CITY OF WYOMING

"BID/PROPOSAL FOR A GENERATOR"

11:00 A.M.; Tuesday, July 31, 2018
Wyoming City Clerk's Office
1155 28th Street SW
P.O. Box 905
Wyoming, Michigan 49509-0905

Mark Wild
Power Systems Division
Account Manager
616-460-3979 Mobile
mark.wild@michigancat.com

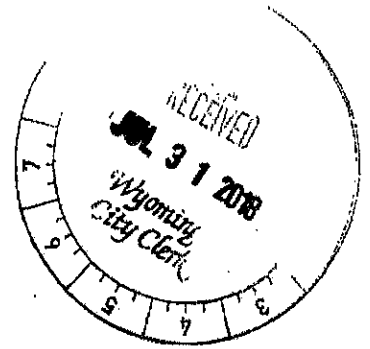


7700 Caterpillar Court
Grand Rapids MI 49548
855-817-6551 Fax



CITY OF
Wyoming
MICHIGAN

BID PROPOSAL FORM



State bid price as per the specifications included herein. Bid price shall include all delivery charges.

\$ 67,325

EXCEPTION: Voltage output is NOT simultaneous. A voltage selector switch for 120/208-volt, and 277/480-volt, must be used.

TERMS

Michigan CAT

COMPANY

7700 Caterpillar Court SW

STREET ADDRESS

PO BOX

Grand Rapids

MI

49548

CITY

STATE

ZIP CODE

616-460-3979

Mark.Wild@MichiganCat.com

BUSINESS PHONE

CELL PHONE

EMAIL ADDRESS (REQUIRED)

BID PROPOSAL FORM CONTINUED

State manufacturer and/or model number number(s) if applicable: _____

Caterpillar XQ125

State warranties and/or guarantees: _____

Two-Year Standby Warranty.

State number of calendar days required for delivery from date of receipt of purchase order: _____

Is the bidder/contractor a:

Woman Owned Company?

YES NO

Minority Owned Company?

Section 3 Certified Contractor?

If yes, Dunns #: _____

The bidder/contractor certifies that they are not in default on any contract or agreement with the city or any taxes, fines or fees due the city.

The bidder/contractor certifies that they have not been disbarred or suspended in the past three years?

The bidder/contractor represents and warrants to the City that it is not on the Federal EPLS

The bidder/contractor certifies it is not an Iran linked business as defined in the Michigan Iran Economic Sanctions Act, 2012 P.A.517

The bidder/contractor certifies that it complies with the Elliot Larson Civil Rights Act, the Persons with Disabilities Act, Equal Employment Opportunity, and any other applicable laws related to employment and non-discrimination.

Are you, or the business owner related to any elected official or employee of the City?

If yes, list name and relationship: _____

Is bidder/contractor willing to honor bid pricing for the following for the term of this bid/proposal?

Kent County Municipalities

Ottawa County Municipalities

Wyoming Public Schools

The bid proposal form shall be part of and be incorporated into this contract. The bidder agrees to all specifications, terms and conditions as stated herein:

Mark Wild

Account Manager

AUTHORIZED BY (PLEASE PRINT)

TITLE

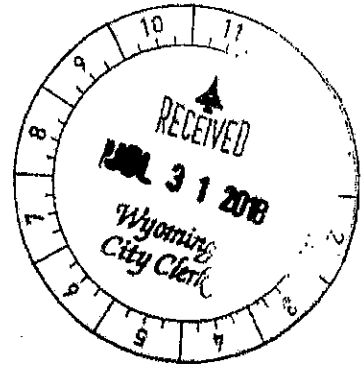
Mark Wild

7/30/2018

SIGNATURE (REQUIRED)

DATE

CITY OF
Wyoming
MICHIGAN



July 23, 2018

**NOTICE TO BIDDERS
ADDENDUM TO THE INVITATION TO BID
GENERATOR
DUE: JULY 31, 2018**

ADDENDUM #1

Change Section 2, Subsection A as shown below:

2. SPECIFIC SPECIFICATIONS

A. Engine

- Shall be a heavy duty industrial EPA Tier 3 ~~Tier 4~~ compliant diesel engine.

Please direct any questions to Dave Bartz, the City's Clean Water Plant Shop Foreman (616) 261-3574.

The undersigned acknowledges receipt of Addendum #1 and affirms the bid submitted is in accordance with the information, instructions and stipulations set forth herein.

Mark Wild
Signature of Bidder

7/30/2018
Date

Please sign this addendum and attach it to your bid proposal as acknowledgment of its receipt.

Cat® XQ125 Rental Generator Set

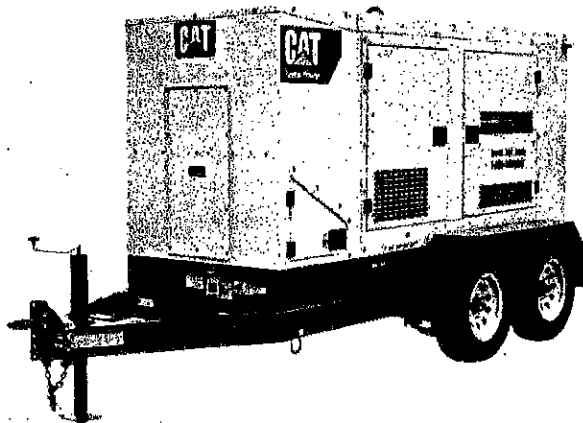


Image shown may not reflect actual configuration

Standby 110 kW
 Prime 100 kW
 60 Hz 1800 rpm 480V
 60 Hz 1800 rpm 600V

Specifications

| Frequency | Voltage | Standby kW (kVA) | Prime kW (kVA) | Speed rpm |
|-------------------------------------|-----------|------------------|----------------|-----------|
| 480V 60-Hz Rating | | | | |
| 60 Hz | 480/277V | 110 (137) | 100 (125) | 1800 |
| 60 Hz | 208/120V | 110 (137) | 100 (125) | 1800 |
| 60 Hz | 240/120V | 65 (65) | 65 (65) | 1800 |
| 600V 60-Hz Rating (Optional) | | | | |
| 60 Hz | 600V/347V | 110 (137) | 100 (125) | 1800 |
| 60 Hz | 480V/277V | 110 (137) | 100 (125) | 1800 |
| 60 Hz | 208/120V | 110 (137) | 100 (125) | 1800 |
| 60 Hz | 240/120V | 64 (64) | 64 (64) | 1800 |

| Cat® C4.4 AGERT™ Diesel Engine | Metric | Imperial (English) |
|--------------------------------|-------------------------------------|-----------------------|
| Configuration | I-4, 4-Stroke - Water Cooled Diesel | |
| Bore | 105 mm | 4.13 in |
| Stroke | 127 mm | 5 in |
| Displacement | 4.4 L | 268.5 in ³ |
| Aspiration | Turbocharged-Aftercooled | |
| Compression Ratio | 16.5:1 | |
| Engine rpm | 1800 | |
| Governor Type | ADEM™ A4 | |



Features & Benefits

Fuel/Emissions Strategy

- Meets U.S. EPA Tier 4 Final emission standards and CARB certified for non-road mobile applications at all 60 Hz ratings

Design Criteria

- Meets ISO 8528 transient response and linear vibration
- Canadian Standards Association (CSA) Certified

Single-source Supplier

- Package is factory designed and production tested
- Manufactured in ISO 9001:2000 certified Caterpillar facility

Cat C4.4 ACERT Diesel Engine

- Four-stroke diesel engine with ACERT technology combined with electronic engine controller offers consistent performance and excellent fuel economy
- Series turbocharged with smart wastegate
- Low ownership costs enabled by a 3,000 hrs service interval for multi-vee belts and service free tappets
- Oil and fuel filter change intervals: 500 hrs

Cat Clean Emissions Module (CEM)

- Engine mounted Aftertreatment module contains of Diesel Oxidation Catalyst (DOC) and Selective Catalytic Reduction (SCR)
- Aftertreatment remains invisible to the equipment operator when in use
- No requirement for ash servicing
- Service free for life of the engine

Diesel Exhaust Fluid (DEF) System

- DEF tank provides more than 24 hrs run time @ 75% load.
- Electrically heated DEF lines

Cat Generator

- Matched to the performance and output characteristics of Cat engines
- Integrated voltage selector switch
- UL 1446 Recognized Class H insulation

Cat Integrated Voltage Regulator (Cat IVR)

- Three-phase sensing
- Adjustable volts-per-hertz regulation
- Provides precise control, excellent block loading, and constant voltage in the normal operating range

Cat EMCP 4.2B Control Panel

- Electronic control panel provides power metering, protective relaying, engine and generator parameter viewing, and expanded AC metering
- Graphical display (3.8 in.) denotes text alarm/ event descriptions, set points, engine and generator monitoring, and is visible in all lighting conditions
- Simple, user-friendly interface and navigation
- Automatic set-point adjustment integrated with voltage selection

Sound-attenuated Enclosure

- Provides excellent weather protection and allows for a quiet package operation with less than 66 dBA sound levels at full load, while offering excellent service access with multiple doors and access panels
- Galvanealed sheet steel body panels for improved corrosion resistance.
- Coolant and oil drains along with auxiliary fuel connections are all conveniently located at one location on the exterior of the enclosure for easy access.

Fuel System

- Provides 24-hour runtime @ 75% prime
- Meets UL 142, ULC 601
- OPTIONAL: Meets Transport Canada (UN31A) requirements with factory-installed, optional vent kit

Reduced Environmental Impact

- 110% spill containment of onboard engine fluids

Cooling System

- Provides 50°C ambient capability @ full rating
- Coolant low-level shutdown switch
- Coolant recovery system for easy top off

Charging System

- Charging alternator; 12V-100A, heavy duty with integral regulator and belt guards
- 10-Watt Solar maintainer for batteries

Asset Monitoring and Management

- Product Link™ Generation (PLG) hardware provides two-way communication for remote control and equipment monitoring via cellular network
- Customer-defined, equipment-based, real-time status updates and alerts
- Flexible and customer-configurable user interface
- GPS provides asset location and geo-fencing



Factory-installed Standard Equipment

Engine

- Cat C4.4 ACERT heavy-duty diesel engine meets Tier 4 Final emission standards

Engine Air Inlet

- Heavy-duty air cleaner with dust cup and service indicator
- Turbocharger and air-to-air after cooler

Cat CEM

- Engine mounted CEM
- Robust operation in cold weather and low loads
- Includes DOC and SCR

DEF System

- 8 gal (30 L) plastic DEF tank provides capacity to meet or exceed fuel tank runtime at any given load.
- DEF tank is equipped with integrated level sensor and heating element to aid in cold weather operation.
- Electrically heated DEF lines
- DEF level gauge located on the control panel
- Equipped with low and critically-low level alarms and a critically-low shutdown

Fuel System

- 150 gal (568 L) double-wall fuel tank
- Fuel fill located in an isolated enclosed space away from the engine compartment with a lockable door
- Designed to meet UL 142, ULC 601
- Provides 24-hour runtime @ 75% prime
- Engine mounted electric priming pump
- Auxiliary connections for customer-supplied fuel transfer system with 3-way fuel transfer valve
- Engine mounted primary fuel filter with integral water separator
- Engine-mounted secondary fuel filter

Cooling System

- Provides 50°C ambient capability @ full rating
- Vertically mounted radiator with engine mounted cooling fan
- 50/50 Extended Life Coolant
- Coolant low-level shutdown switch
- Coolant recovery system
- Coolant drain line with valve

Mounting System

- Engine, generator and radiator soft mounted to the heavy duty, fabricated steel base frame

Sound-attenuated Enclosure

- Provides excellent weather protection
- Offers a quiet package with 66 dBA sound levels
- Rugged, corrosion-resistant construction:
 - Galvanealed, sheet steel body panels with zinc phosphate pre-treatment prior to polyester powder coating
- Excellent access for service and maintenance:
 - Two doors on each side of the enclosure provides clear access to routine service and maintenance needs.
 - Two rear doors provide access to power distribution and control panel access
 - Separate door for DEF and Diesel fill access
 - Access panel on the front provides access to clean radiator cores and to service DEF tank.
 - Lube oil drain, coolant drain, external fuel supply and return lines are all piped to exterior of the enclosure and located on one panel for easy access.
- Security and safety features:
 - Pad lockable latches on all access doors
 - Exterior emergency stop (E-stop) button

Lube System

- Open crankcase breather with filter
- Oil drain line with internal valve routed to connection point accessible from exterior
- 500-hour engine oil change interval

Starting System

- Single electric starting motor, 12VDC
- Single 12V (850 CCA) maintenance-free battery with disconnect switch, battery rack, and cables
- 120V single-phase block heater

Quality

- Factory testing of standard generator set and complete power module
- UL, NEMA, ISO, and IEEE standards
- O&M manuals
- CSA Certified
- Full manufacturer's warranty

Shore Power

- One 110V shore power connection for powering engine block heater and generator space heater (optional), battery charger (optional), and single duplex service receptacle
- Includes controls to de-energize block and generator space heaters when the engine is running

Factory-installed Optional Equipment

Vent Kit

- Provides necessary vents and films to upgrade the standard UL142 certified tank to meet Transport Canada (UN31A) certification

Trailer Electric

- Two-axle trailer with Electric brakes

Trailer Hydraulic

- Two-axle trailer with Hydraulic brakes

Battery Charger

- 10A, 12 VDC output
- UL & CSA listed

Hitches

- 3" Pintle OR 2-5/16" Ball

Generator Space Heater

- 110 VAC Anti-condensation heater

Permanent Magnet Generator (PMG)

- Adds independent source of excitation to generator

NEMA Receptacles

- 208 Volt locking NEMA receptacles, quantity 2

600V Generator

- Includes 600V generator and 4-position rotary switch for easy selection of desired output
- Available voltages include:
 - 3-phase (600/347 Volt, 480/277 Volt, 208/120 Volt)
 - 1-phase (240/120 Volt)



Technical Data

| Cat Generator | |
|--|--------------------------------------|
| Frame size | LC3114F |
| Pitch | 2/3 |
| No. of poles | 4 |
| No. of leads | 12 |
| Excitation | Self Excited |
| Number of bearings | Single bearing, close coupled |
| Insulation | Class H |
| Enclosure | Drip proof IP23 |
| Alignment | Pilot shaft |
| Overspeed capability – % of rated | 125% of rated |
| Voltage regulator | 3-phase sensing with volts-per-hertz |
| Voltage regulation (adjustable to compensate for engine speed droop and line loss) | Less than ± 1/2% voltage gain |
| Wave form deviation | 3% |
| Telephone Influence Factor (TIF) | Less than 50 |
| Harmonic Distortion (THD) | Less than 5% |

| Cat Generator Set | | | |
|---|-----------------|------------------|------------------|
| | Units | 60 Hz — Standby | 60 Hz — Prime |
| Power Rating | kW (kVA) | 110 (137) | 100 (125) |
| Performance Specification | | | |
| Lubricating System | | | |
| Oil pan capacity | L (gal) | 9.4 (2.5) | 9.4 (2.5) |
| Fuel System | | | |
| Fuel consumption — 100% Load | L/hr (gal/hr) | 31.3 (8.27) | 28.4 (7.49) |
| 75% Load | L/hr (gal/hr) | - | 20.9 (5.51) |
| 50% Load | L/hr (gal/hr) | - | 14.4 (3.80) |
| 25% Load | L/hr (gal/hr) | - | 7.5 (1.97) |
| Fuel tank capacity | L (gal) | 568 (150) | 568 (150) |
| Run time @ 75% rating | Hr | - | 28 |
| DEF System | | | |
| DEF consumption — 100% Load | L/hr (gal/hr) | 1.2 (0.31) | 0.47 (0.12) |
| 75% Load | L/hr (gal/hr) | - | 0.72 (0.19) |
| 50% Load | L/hr (gal/hr) | - | 0.39 (0.10) |
| 25% Load | L/hr (gal/hr) | - | 0.45 (0.12) |
| DEF tank capacity | L (gal) | 30 (7.92) | 30 (7.92) |
| Run time @ 75% rating | Hr | - | 42 |
| Cooling System | | | |
| Ambient capability | °C (°F) | 55 (131) | 55 (131) |
| Engine & radiator coolant capacity | L (gal) | 18.3 (4.8) | 18.3 (4.8) |
| Noise Rating (with enclosure) @ 7 meters (23 feet) @ 75% rating | dB(A) | 66 | 65 |

Cat® XQ125 Rental Generator Set

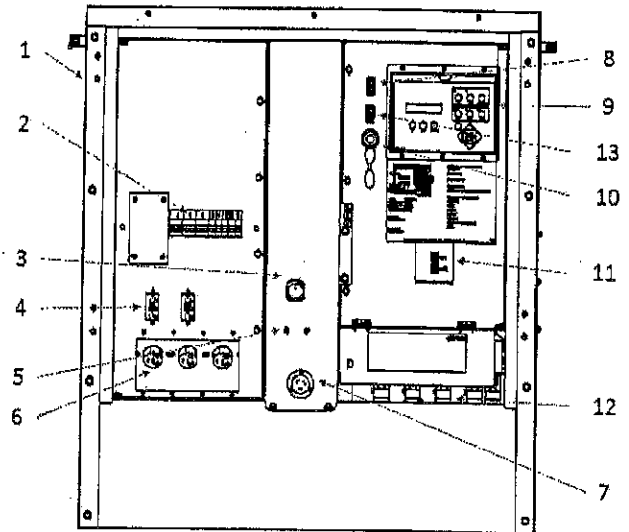
Technical Data (continued)

| Model | Dimensions and Weights | | | | |
|--|------------------------|------------------|-------------------|---------------------------------------|----------------------------|
| | Length mm (in) | Width mm (in) | Height mm (in) | With Lube Oil & Coolant Kg (lb) | With all fluids Kg (lb) |
| XQ125 | 3,222 (127) | 1,244 (49) | 1,858 (73) | 2,372 (5,230) | 2,876 (6,341) |
| XQ125 with trailer (electric brakes) | 4,475 (176) | 1,981 (78) | 2,179 (86) | 2,812 (6,200) | 3,316 (7,311) |
| XQ125 with trailer (hydraulic brakes) | 4,495 (177) | 1,981 (78) | 2,179 (86) | 2,821 (6,220) | 3,325 (7,331) |



Control Panel and Power Distribution Layout

| Item | Description |
|------|--|
| 1 | Steel enclosure with hinged, lockable doors (not shown) |
| 2 | Circuit breakers for receptacles |
| 3 | Emergency stop |
| 4 | 2X Single-phase GFCI duplex receptacles (20A @ 120V) |
| 5 | Two-wire remote start terminals |
| 6 | 3X Single-phase, California-style, twist-lock receptacles, 50A @ 208V phase-to-phase, 120V phase to neutral, or 240/120 single-phase when in that voltage position |
| 7 | Single-phase, NEMA locking input receptacle, (30A @ 120V) to power block heater, battery charger and generator space heater |
| 8 | Glow plug lamp |
| 9 | EMCP 4.2B digital generator set controller |
| 10 | Cat ET service tool connector |
| 11 | Generator main circuit breaker |
| 12 | Main bus connection (bus bars with 13 mm holes) behind hinged cover with safety switch |
| 13 | HEST/DPF Regen Lamp |



Ratings Definitions and Conditions

Meets or Exceeds International Specifications: AS1359, CSA, IEC60034-1, ISO3046, ISO8528, NEMA MG 1-33.

Prime — Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated kW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year. Prime power in accordance with ISO3046. Prime ambient shown indicates ambient temperature at 100% load which results in a coolant top tank temperature below the alarm temperature.

Standby — Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

Fuel rates are based on fuel oil of 35° API [18°C (60°F)] gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal).

Additional ratings may be available for specific customer requirements, contact your Caterpillar representative for details. For information regarding low sulfur fuel and biodiesel capability, please consult your Cat dealer.

www.Cat.com/rentalpower
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Materials and specifications are subject to change without notice. The International System of Units (SI) is used in this publication.

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STAFF REPORT

DATE: August 9, 2018

SUBJECT: Bid Award - Gasoline and Diesel Fuel

FROM: Ted Seil, Fleet Services Supervisor

Date of Meeting: August 20, 2018

RECOMMENDATION:

The Public Works Department recommends that the City Council award the bid for Gasoline and Diesel Fuel to J&H Oil for the unit prices indicated on the attached bid tabulation through August 31, 2019.

SUSTAINABILITY CRITERIA:

Environmental Quality

Gasoline and diesel fuel is used to power all equipment used in the City of Wyoming as well as all emergency generators in the City. Several years ago we started using a methanol gasoline blend to reduce the dependence on petroleum base fuel.

Social Equity

Gasoline and diesel fuel is used to power emergency vehicles for the safety of the City as well as powering the emergency generators at the Clean Water Plant, Water Plant, Gezon Pumping Station and the Public Works Facility, to keep essential functions of the City operating during power outages.

Economic Strength

Gasoline and diesel fuel is required to maintain vital services to the citizens of Wyoming.

DISCUSSION:

On July 31, 2018 the City Clerk received four bids for gasoline and diesel fuel. Thirty - eight requests for bid were sent out. Four bids were received and evaluated from J&H Oil, VanManen Petroleum, Crystal Flash, Inc. and Petroleum Traders.

The City of Wyoming operates a fleet of 300 vehicles and 7 standby generators. The vehicles range from mowers to fire trucks. In the event of loss of electrical power, standby generators supply power for the City Hall, Police Department, Clean Water Plant, Drinking Water Plant, Gezon Pumping Station and the Public Works building. Approximately 240,000 gallons of gasoline and diesel are used to fuel City vehicles, and another 35,000 gallons of diesel fuel are used for standby generators.

In evaluating the information provided by the four bidders, J&H Oil Company best meets the requirements for providing fuel for City vehicles and generators. While they do not have the lowest prices on delivery and additives in all areas they are the lowest in six of the eight categories bid, they can deliver within twelve hours to all locations, and they do not charge extra for emergency deliveries. Therefore, the Public Works Department recommends the City award the bid to J&H Oil Company

Bid tab sheet information is attached.

BUDGET IMPACT

Sufficient funds have been budgeted in accounts, 661-441-52800-740-000, 590-590-54300-740.000, 591-591-55300-740-000 and 591-591-55900-740-000. The cost of fuel is estimated to be \$450,000.00 per year.

| CITY OF WYOMING, MICHIGAN TABULATION OF BIDS On Gasoline & Diesel Fuel opened by the City Clerk on July 31, 2018 at 11:00 a.m. | | | BIDDER | | | |
|--|--|--|---|------------------------------|---|---------------------|
| | | | J&H Oil Company * Delivery Cost Bid Price/Per Gallon and Minimum Delivery Required in Gallons was not included in bid. | Crystal Flash, Inc. | VanManen Petroleum * Public Works - Premium Diesel Fuel, Water Treatment Plant - #2 Diesel fuel and Gezon Pumping Station - Premium Diesel Fuel - Tankwagon/Pedaltruck deliveries are subject to environmental fee delivery (\$3.25 per delivery) and fuel surcharge (\$1.50 per delivery) | Petroleum Traders |
| DELIVERY SITE: | TYPE OF FUEL | BRAND OF ADDITIVE: | Innospec CF1-2741 | CF Ignite-Winter/ET Products | Innospec 1902 & 1452 | Valvect |
| PUBLIC WORKS BUILDING | REGULAR UNLEADED GASOLINE | Environmental Fee/Per Gallon | 0.00193 | 0.01000 | 0.01340 | 0.01000 |
| | | Delivery Cost Price/Per Gallon | 0.03500 | 0.03860 | 0.02780 | 0.03030 |
| | | Total | 0.03693 | 0.04860 | 0.04120 | 0.04030 |
| | | Minimum Delivery Required (in gallons) | 6,000 | 10,000 | 12,000 | 10,000 |
| | | Estimated Annual Requirements (in gallons) | 195,000 | 195,000 | 195,000 | 195,000 |
| | | Total (Based on Estimated Annual Gallons) | \$ 7,201.35 | \$ 9,477.00 | \$ 8,034.00 | \$ 7,858.50 |
| | #2 DIESEL FUEL (Winter Additive) | Winter Diesel Fuel Additive | 0.01750 | 0.00000 | 0.01300 | 0.02500 |
| | | Environmental Fee/Per Gallon | 0.00214 | 0.01000 | 0.01340 | 0.01000 |
| | | Delivery Cost Price/Per Gallon | 0.03500 | 0.03860 | 0.02780 | 0.03290 |
| | | Total | 0.05464 | 0.04860 | 0.05420 | 0.06790 |
| | | Minimum Delivery Required (in gallons) | 6,000 | 10,000 | 12,000 | 10,000 |
| | | Estimated Annual Requirements (in gallons) | 30,000 | 30,000 | 30,000 | 30,000 |
| | Total (Based on Estimated Annual Gallons) | \$ 1,639.20 | \$ 1,458.00 | \$ 1,626.00 | \$ 2,037.00 | |
| | PREMIUM DIESEL FUEL | Winter Diesel Fuel Additive | 0.01750 | 0.02000 | 0.01300 | 0.02500 |
| | | Environmental Fee/Per Gallon | 0.00214 | 0.01000 | 0.01340 | 0.01000 |
| | | Delivery Cost Price/Per Gallon | 0.15000 | 0.16000 | 0.14700 | 0.25000 |
| | | Total | 0.16964 | 0.19000 | 0.17340 | 0.28500 |
| | | Minimum Delivery Required in Gallons | 150 | 175 | 200 | 100 |
| Estimated Annual Requirements (in gallons) | | 300 | 300 | 300 | 300 | |
| Total (Based on Estimated Annual Gallons) | \$ 50.89 | \$ 57.00 | \$ 52.02 | \$ 85.50 | | |
| WATER TREATMENT PLANT | REGULAR UNLEADED GASOLINE | Environmental Fee/Per Gallon | 0.01930 | 0.01000 | 0.01340 | 0.01000 |
| | | Delivery Cost Price/Per Gallon | 0.15000 | 0.13000 | 0.14700 | 0.25000 |
| | | Total | 0.16930 | 0.14000 | 0.16040 | 0.26000 |
| | | Minimum Delivery Required (in gallons) | 150 | 175 | 200 | 600 |
| | | Estimated Annual Requirements (in gallons) | 7,000 | 7,000 | 7,000 | 7,000 |
| | | Total (Based on Estimated Annual Gallons) | \$ 1,185.10 | \$ 980.00 | \$ 1,122.80 | \$ 1,820.00 |
| | PREMIUM DIESEL FUEL | Winter Diesel Fuel Additive | 0.01750 | 0.02000 | 0.01300 | 0.02500 |
| | | Environmental Fee/Per Gallon | 0.00214 | 0.01000 | 0.01340 | 0.01000 |
| | | Delivery Cost Price/Per Gallon | 0.03500 | 0.03360 | 0.03940 | 0.03990 |
| | | Total | 0.05464 | 0.06360 | 0.06580 | 0.07490 |
| | | Minimum Delivery Required (in gallons) | 6,000 | 7,500 | 7,000 | 6,500 |
| | | Estimated Annual Requirements (in gallons) | 20,000 | 20,000 | 20,000 | 20,000 |
| | Total (Based on Estimated Annual Gallons) | \$ 1,092.80 | \$ 1,272.00 | \$ 1,316.00 | \$ 1,498.00 | |
| | #2 DIESEL FUEL | Winter Diesel Fuel Additive | 0.01750 | 0.00000 | 0.01700 | 0.02500 |
| | | Environmental Fee/Per Gallon | 0.00214 | 0.01000 | 0.01340 | 0.01000 |
| | | Delivery Cost Price/Per Gallon | 0.15000 | 0.16000 | 0.14700 | 0.25000 |
| | | Total | 0.16964 | 0.17000 | 0.17740 | 0.28500 |
| | | Minimum Delivery Required (in gallons) | 150 | 175 | 125 | 75 |
| Estimated Annual Requirements (in gallons) | | 400 | 400 | 400 | 400 | |
| Total (Based on Estimated Annual Gallons) | \$ 67.86 | \$ 68.00 | \$ 70.96 | \$ 114.00 | | |
| CLEAN WATER PLANT | PREMIUM DIESEL FUEL | Winter Diesel Fuel Additive | 0.01750 | 0.02000 | 0.01300 | 0.02500 |
| | | Environmental Fee/Per Gallon | 0.00214 | 0.01000 | 0.01340 | 0.01000 |
| | | Delivery Cost Price/Per Gallon | 0.03500 | 0.03860 | 0.03630 | 0.04140 |
| | | Total | 0.05464 | 0.06860 | 0.06270 | 0.07640 |
| | | Minimum Delivery Required in Gallons | 6,000 | 7,500 | 10,000 | 8,000 |
| | | Estimated Annual Requirements (in gallons) | 10,000 | 10,000 | 10,000 | 10,000 |
| Total (Based on Estimated Annual Gallons) | \$ 546.40 | \$ 686.00 | \$ 627.00 | \$ 764.00 | | |
| GEZON PUMPING STATION | PREMIUM DIESEL FUEL | Winter Diesel Fuel Additive | 0.01750 | 0.02000 | 0.01300 | 0.02500 |
| | | Environmental Fee/Per Gallon | 0.00214 | 0.01000 | 0.01340 | 0.01000 |
| | | Delivery Cost Price/Per Gallon | 0.15000 | 0.13000 | 0.14700 | 0.25000 |
| | | Total | 0.16964 | 0.16000 | 0.17340 | 0.28500 |
| | | Minimum Delivery Required in Gallons | 150 | 175 | 1,000 | 1,000 |
| | | Estimated Annual Requirements (in gallons) | 2,000 | 2,000 | 2,000 | 2,000 |
| Total (Based on Estimated Annual Gallons) | \$ 339.28 | \$ 320.00 | \$ 346.80 | \$ 570.00 | | |
| Total | | | \$ 12,122.88 | \$ 14,318.00 | \$ 13,195.58 | \$ 14,747.00 |
| Minimum Lead Time to Delivery & Other | | | 12 hours | 12 hours | 12 Hours | 24 Hours |

STATE OF MICHIGAN



WYOMING DISTRICT COURT
62-A JUDICIAL DISTRICT
2650 DEHOOP S.W.
WYOMING, MI 49509-1893

STEVEN M. TIMMERS
CHIEF JUDGE

PABLO CORTES
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN
COURT ADMINISTRATOR

JANE LIND
DEPUTY COURT ADMINISTRATOR

STAFF REPORT

Date: August 14th, 2018
Subject: Courthouse - New Roof
From: Christopher Kittmann, Court Administrator
Meeting Date: August 20th, 2018
Recommendation:

It is recommended that the City of Wyoming replace the roof for the 62-A District Court. It is recommended awarding the bid to the low bidder Allied Roofing & Siding in the total amount of \$62,283.00.

Sustainability Criteria:

Environmental Responsibility: The Department strives to be environmentally responsible and is contracting with a reputable company for the replacement of the roof. The replacement of the current roof will allow for added insulation that will reduce the overall costs of building utilities.

Social Equity: This recommendation will provide service to all residents of the City of Wyoming, and any other individual entered into the Criminal Justice System through the 62-A District Court, without regard to income level or socio-economic status.

Economic Strength: The 62-A District Court is committed to providing excellent customer service. Replacement of the roof allows the City of Wyoming to maintain high quality infrastructure, as well as financial savings as a result of reduced utility costs.

Discussion:

On June 5, 2018, four bids were received for re-roofing the 62A District Courthouse. Sixty three invitations to bid were sent to prospective bidders. The bids received are as shown below:

Table with 2 columns: Bidder Name and Bid Amount. Includes Allied Roofing & Siding (\$62,283.00), Arrow Roofing and Supply, Inc. (\$64,218.00), Great Lakes Systems, Inc. (\$69,300.00), and Langerak Roof Systems, Inc. (\$71,503.00).

The majority of the roof on the courthouse is in excess of 35 years old, and the roof area on the remodeled addition is nearing 20 years old. As a result of the age of the roof it is beginning to fail and is starting to leak more and more. These ongoing leaks compromise building integrity and could become dangerous with sagging ceiling tiles as well as water getting into electrical outlets and lighting fixtures.

Budget Impact:

Funds for the repair exist in the Facilities Maintenance Repairs and Maintenance account number 101-136-13610-975000.

ORDINANCE NO. 15-18

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, OF THE CODE OF ORDINANCES, CITY OF WYOMING, MICHIGAN, BY ADDING DIVISION 7 TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES, PURSUANT TO 1966 PA 346, FOR THE _____ HOUSING PROJECT FOR LOW INCOME PERSONS AND FAMILIES TO BE FINANCED WITH A FEDERALLY-AIDED MORTGAGE LOAN

THE CITY OF WYOMING ORDAINS:

Section 1. Amendment. That Chapter 2, Article IV, of Code of Ordinances, City of Wyoming, Michigan, is amended by adding Division 7 to read as follows:

DIVISION 7
TAX EXEMPTION AND SERVICE CHARGE FOR _____ HOUSING
PROJECT

Sec. 2-306. Purpose.

(a) Pursuant to section 15a of the Act, MCL 125.1415a, the city may encourage the development of low and moderate income housing by providing a service charge in lieu of property taxes. The city is authorized by that statute to establish or change the service charge to be paid in lieu of taxes by classes of housing exempt from property taxation under that statute at an amount the chooses, not to exceed the taxes that would be paid.

(b) The city finds that (i) housing Low Income Persons and Families is a public necessity, (ii) the city will be benefited and improved by such housing, (iii) the encouragement of the development of such housing by providing a property tax exemption for such housing is a valid public purpose, (iv) the provisions of this ordinance for tax exemption and the service charge in lieu of taxes during the period provided by this Division are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption, and (v) development of such housing will further related public purposes such as development of the Project to enhance the downtown area of the city.

(c) The Sponsor has offered, subject to receipt of an allocation under the LIHTC Program by the Authority and a Mortgage Loan, to acquire and construct, own and operate the Project to serve Low Income Persons and Families and the Sponsor has offered to pay the city on account of the Project an annual service charge for public services in lieu of all *ad valorem* property taxes.

Sec. 2-307. Definitions.

(a) *Act* means the State Housing Development Authority Act of 1966, 1966 PA 346, 125.1401 *et seq.*

(b) *Authority* means the Michigan State Housing Development Authority.

(c) *Annual Shelter Rent* means the total collections during an agreed annual period from or paid on behalf of all occupants of the Project for rent or occupancy charges, exclusive of Utilities charges.

(d) *LIHTC Program* means the Low Income Housing Tax Credit program administered by the Authority under section 42 of the United States Internal Revenue Code of 1986, 26 USC §42.

(e) *Low Income Persons and Families* means persons and families eligible to move into a housing project.

(f) *Mortgage Loan* means a loan that is federally-aided (as defined in section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the Project.

(g) *Project* means the housing project for Low Income Persons and Families and related amenities and development, located at _____ Prairie Parkway in the city (tax parcel numbers _____), acquired, constructed, owned and operated by the Sponsor, subject to income and rent restrictions under the LIHTC Program and a Mortgage Loan, in accordance with the Site Concept Plan prepared by Progressive AE, dated _____, 2018, submitted to the city's Planning Department on August ____, 2018, subject to such changes as may be (i) required by planning, zoning, construction code and other governmental permits and approvals or (ii) approved by the City Council of the city.

(h) *Sponsor* means _____.

(i) *Utilities* means charges for gas, electric, water, sanitary sewer and other utilities furnished to the Project or its occupants and paid by the Sponsor.

Sec. 2-308. Property Tax Exemption.

(a) Pursuant to section 15a of the Act, from the time construction of the Project begins the Project and the land on which it is located shall be exempt from *ad valorem* property taxes.

(b) This exemption shall remain in effect during the period a Mortgage Loan remains outstanding and that the Project remains subject to income and rent restrictions under the LIHTC Program, but not longer than 50 years.

Sec. 2-309. Annual Service Charge.

(a) There shall be paid to the city an annual service charge in lieu of *ad valorem* property taxes equal to 3.0% of the Annual Shelter Rent collected for the Project during each operating year.

(b) The annual service charge to be paid each year in lieu of taxes for any part of the Project that is exempt from *ad valorem* property taxes but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the Project if the Project were not exempt from *ad valorem* property taxes.

(c) The annual service charge for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year and thereafter will be subject to interest and penalties shall be collectible in the same manner as for *ad valorem* property taxes under the City Charter, this Code of Ordinances and the General Property Tax Act, 1893 PA 206, MCL 211.1 *et seq.*

Sec. 2-310. Reliance.

The Authority and the Sponsor are relying on this adoption and continued effect of this Division to determine the Project's financial feasibility and its qualification for the LIHTC Program and Mortgage Loan. The city is relying on (i) the allocation under the LIHTC Program and the making of the Mortgage Loan for the Project, (ii) on the acquisition, construction, ownership and operation of the Project as defined in this Division, and (iii) on the obligation to pay the annual service charge in its decision to adopt this Division and to keep it in effect.

Section 2. Effective Date. This ordinance shall take effect on the later of either 15 days after its adoption or upon its publication as required by law.

CERTIFICATION

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the _____ day of _____, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 15-18

STAFF REPORT

Date: August 15, 2018
Subject: Payment in Lieu of Taxes for Apartments at 28 West
From: Megan Sall, Assistant City Manager
Meeting Date: August 20, 2018

Recommendation:

Staff recommends approval of a 3% payment in lieu of taxes (PILOT) for the Apartments at 28 West, a mixed-income housing project located on a portion of the former Studio 28 property along Prairie Parkway in the Downtown Development Authority district.

Sustainability Criteria:

Environmental Quality – Approval of this action will allow for the redevelopment of a large, obsolete parcel, thereby affecting both the environmental and aesthetic qualities of the site.

Social Equity – Approval of this action will create affordable housing opportunities for local residents of all socio-economic levels.

Economic Strength – Approval of this action will allow for the redevelopment of an empty parcel, thereby leading to increased property values and additional support for local commercial businesses. It will also encourage further development within the corridor.

Discussion:

Apartments at 28 West is a proposed 3-phase mixed-income project located on the former Studio 28 site that will involve the simultaneous financing and construction of phases I and II. This project will occupy approximately the southern 13 acres leaving the frontage along 28 West Place Street for mixed use development. Phase I will consist of 152 apartment units on 4.3 acres and Phase II will add an additional 84 units and a community building on 3.8 acres. The developer wishes to break ground the spring of 2019. Phase 3 currently is projected to add 188 units on 5.2 acres.

In order to assist with the feasibility of the project, the developer is requesting a PILOT in conjunction with other assistance in the form of low income housing tax credits (LIHTC) and a mortgage loan from the Michigan State Housing Development Authority (MSHDA) and the Michigan Economic Development Corporation (MEDC). Under the proposed PILOT ordinance, the developer will pay the City of Wyoming 3% of the rents collected as a Payment in Lieu of Taxes, versus property taxes based upon taxable value of the entire site. This PILOT will run with the property as long as the MSHDA loan funding agreement remains outstanding or the LIHTC-related rent restrictions remain in place. In this case the 3% on both phases will be approximately 50% more than the taxes currently generated on the vacant land value. However, at completion of the project the PILOT is expected to be less than the taxes that would normally be collected on the property.

The developer wishes to run the financing for Phase I and Phase II simultaneously, as it will enable them to build out significant portions of the project. In turn, they are requesting the PILOT on both phases as well.


The former Studio 28 site is a high profile economic development priority for City staff and leadership. Staff have worked closely with the developer to create an attractive, aesthetically pleasing, affordable rental community. In addition to providing much-needed housing options, staff believe the proposed project will support further commercial and retail growth by increasing the local population base. Overall, it has the potential to be a catalytic project that results in benefits that outweigh a temporary loss of taxes.

The timing of this approval process is designed to be completed well before October 1, 2018. This allows the developer to meet the MSHDA application schedule for project financing. All required Planning Commission approvals and Council approvals are still necessary.

The draft ordinance has some blanks for the property descriptions (legal descriptions, addresses and parcel numbers) and for the name of the entity involved. These will be filled in before final adoption. Currently, the developer is referring to the property address as 1400 Prairie Parkway SW.

DEVELOPMENT SUMMARY

- GROSS LAND AREA = 13.3 ACRES
- APARTMENTS - 424 UNITS
- **DENSITY = 31.8 UNITS PER ACRE**
- PARKING PROVIDED = 551 SPACES
- **PARKING DENSITY = 1.30 PS PER UNIT**

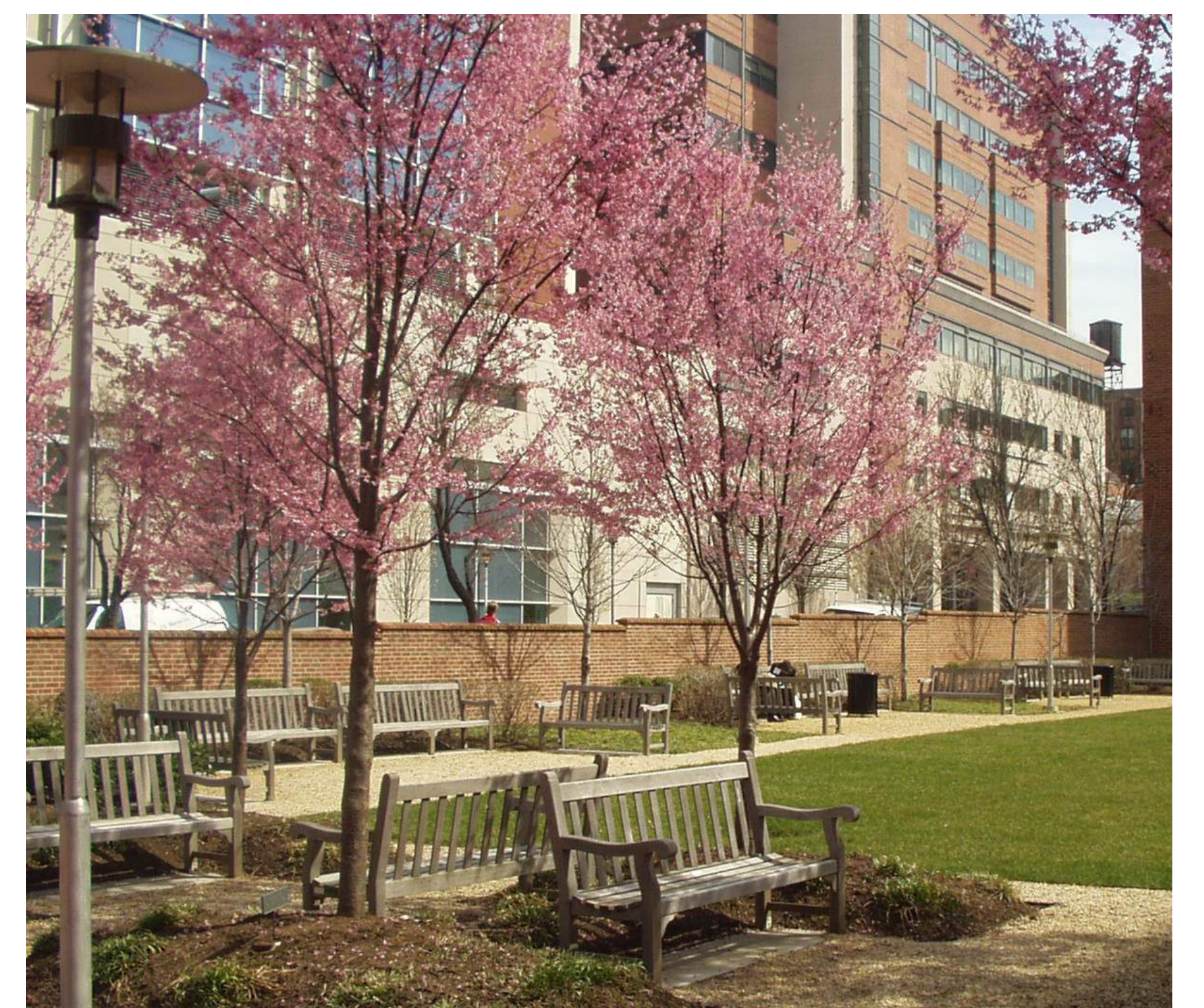
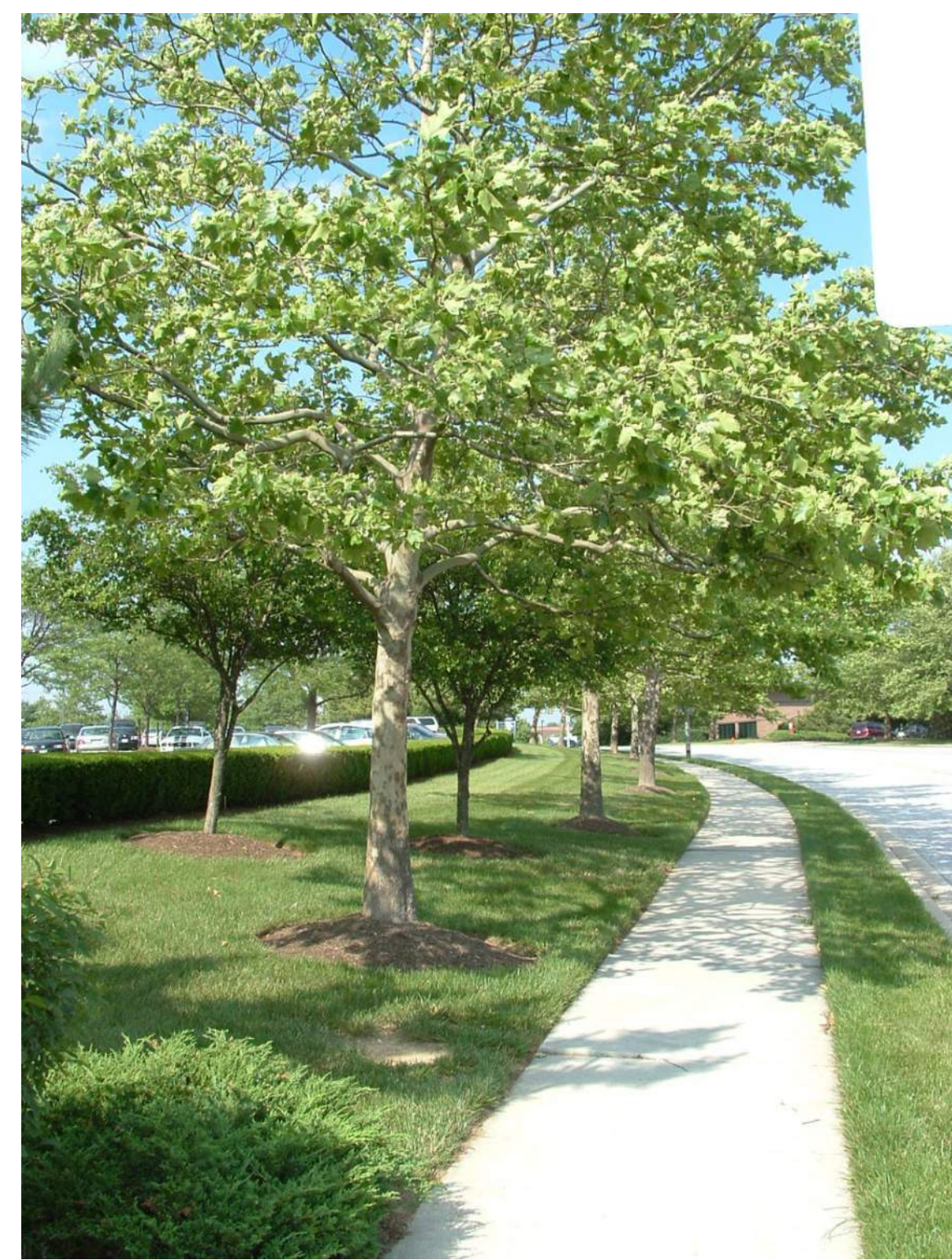
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SITE CONCEPT PLAN

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