

**WORK SESSION AGENDA WYOMING
CITY COUNCIL MEETING CITY
COUNCIL CHAMBERS**

Tuesday, November 13, 2018, 7:00 P.M.

- 1) Call to Order**
- 2) Student Recognition**
- 3) Public Comment on Agenda Items (3 minute limit per person)**
- 4) Possible Postponement of Rezoning Second Reading of 5189 Byron Center Avenue SW**
- 5) Pinery Park Little League Contract Review**
- 6) Marihuana Options**
- 7) Bonding for Gezon Park and Jackson Park Improvements**
- 8) Maximum Allowable Headworks Loading and Sewer Use Surcharges**
- 9) Legal Expense Budget Review and Changes**
- 10) Any Other Matters**
- 11) Acknowledgement of Visitors/Public Comment (3 minute limit per person)**

MEMORANDUM

TO: Mayor and City Councilmembers
FROM: Curtis Holt, City Manager
SUBJECT: Pinery Park Little League (PPLL)
DATE: November 8, 2018

In September the City Council asked if I would work with PPLL to draft an acceptable agreement for future operations with the City. This was based upon concerns raised by staff regarding financial management and overall administration management. The Council asked that this work be completed and the contract be provided to the Council by the first meeting in December for consideration. The City Attorney drafted a revised agreement that combined the current agreements with the City of Wyoming and the Greater Wyoming Community Resource Alliance.

Since that time I have met with the committee twice to review the contract. The contract has been with the committee for approximately 1 month, and I have not heard of any concerns. The PPLL Board will be meeting the same night as the City Council Work Session, and I am hoping to have final approval from the PPLL Board that night.

Here are some highlights of the contract:

- Combines both the fiduciary agreement and facility use agreement
- The license for use runs to 2031, but annual reviews are included with termination clauses
- Provides PPLL with priority use of the fields from March 1 to July 30.
- All improvements PPLL makes to the fields are the property of the City when completed
- The City will provide assistance to PPLL at a cost not to exceed \$15,000 but no less than \$5,000 in the initial year
- Annual review of the agreement before August 15 each year
- The Contract better defines insurance coverage of the league
- The Contract encourages the league to perform more of their own administrative and financial functions

**FACILITIES & FIDUCIARY AGREEMENT
CITY – GWCRA – PINERY PARK LITTLE LEAGUE**

This Facilities Agreement is made as of _____, 2018 among the City of Wyoming, a Michigan municipal corporation of 1155 28th Street, SW, Wyoming, MI 49509, Attn: City Manager (the “**City**”), the Greater Wyoming Community Resource Alliance, a Michigan non-profit corporation of 1155 28th Street SW, Wyoming, MI 49509, Attn: Finance Director, and Pinery Park Little League, a Michigan non-profit corporation that is a recognized tax-exempt organization under subsection 501(c)(3) of the Internal Revenue Code also of 1155 28th Street SW, Wyoming, MI 49509 (“**PPLL**”), though notices to be provided by the City to PPLL under this Agreement shall be sent to Bob Waalkes, current President of PPLL at his home at _____, Wyoming, MI 495__ and to Shellie Neuhaus, current secretary of PPLL at her home at _____, Wyoming, MI 495__, or such other persons who later hold those offices for PPLL.

RECITALS

- A. PPLL and the City entered into a Recreational Facilities Agreement dated October 5, 2015 allowing use of certain baseball facilities at the City’s Pinery Park in which PPLL also committed to certain practices and organizational efforts (the “**RFA**”).
- B. PPLL entered into a Fiduciary Contract with GWCRA dated November 24, 2015, pursuant to which the GWCRA is providing certain accounting and other services to and on behalf of PPLL (the “**Fiduciary Contract**”).
- C. The RFA provided for a review of the parties’ relationships to occur prior to the first City Council meeting in October 2018 and the parties by a 1st Amendment to the RFA extended the deadline for that review until the first City Council meeting in December 2018.
- D. The parties have now completed that review and have agreed to the terms and conditions of this Agreement to (i) supersede and replace both the RFA and the Fiduciary Agreement and (ii) further cooperate on a course of action they mutually intend to ensure the continued success of PPLL’s leadership of Little League baseball activities at Pinery Park by providing for attention to some business, accounting, and regulatory aspects of leading an outstanding youth baseball program.

TERMS AND CONDITIONS

1. Pinery Park Use.

A. The City licenses PPLL to use (i) 7 baseball and softball fields, including fencing, dugouts, scoreboards, bleachers, lighting, press boxes and storage areas, (ii) supporting restroom, concession and storage buildings, (iii) certain parking areas, and (iv) related grounds and facilities at Pinery Park, located at 2301 DeHoop Avenue SW in the City, as depicted and designated on the drawing attached as **Exhibit A** (the “**Licensed Facilities**”). This is not a lease, but is a non-exclusive license revocable at will as provided below. No interest in the Licensed Facilities is granted or conveyed by this Agreement.

B. During the License Term (defined in section 8 below), PPLL shall be provided keys and allowed access to the Licensed Facilities to engage in scheduled and unscheduled PPLL youth Little League programs and activities and to perform PPLL’s obligations under this Agreement. However, Pinery Park is a public park with grounds and improvements in additions to the Licensed Facilities that are and shall remain open to access and use by the general public for use during normal City park hours, even during PPLL activities utilizing the Licensed Facilities. Parking areas within Pinery Park shall be open to all park users without restriction on a first-come, first-served basis.

C. Scheduled use of Pinery Park and its facilities, including the Licensed Facilities, shall be the responsibility of and within the discretion of the City. In its annual scheduling of uses of Pinery Park, including the Licensed Facilities, the City shall accommodate any list of scheduled PPLL activities proposed for the Licensed Facilities from Monday through Saturday of each week between March 1 and July 31 each year to the extent that list is provided prior to March 1 each year. If, after the annual scheduling occurs, PPLL has additional activities it wishes to schedule, it shall contact the City’s Parks and Recreation Director to determine whether PPLL’s additional use of the Licensed Facilities can be accommodated with other scheduled activities at Pinery Park. The City’s Parks and Recreation staff shall periodically (at least monthly) provide PPLL an updated list or calendar of scheduled activities of Pinery Park. The City will

attempt to schedule routine site and utility maintenance to reasonably minimize possible impacts to PPLL's scheduled program and activities.

D. PPLL practices shall end by and no game inning shall begin after 10:30 p.m.

2. License Fee. The City recognizes the value of providing youth Little League programs and activities to City residents. The City also recognizes the contributions PPLL has made to improvements at Pinery Park. Therefore, in lieu of a license fee, PPLL shall perform its duties and meet its obligations under this Agreement.

3. Maintenance and Improvements.

A. The City, without cost to PPLL, shall maintain Pinery Park to a quality and in a manner consistent with its maintenance of other City parks. Parking area maintenance, grass mowing, landscape maintenance, trash removal and sanitary services will be performed by the City to a quality and in a manner consistent with the intensity of anticipated use of Pinery Park by PPLL and its participants, as well as other users of Pinery Park. Restrooms generally will be cleaned on City business days, generally Monday through Thursday, excepting holidays. Parking lot striping, landscaping and other park improvements or capital maintenance items will be undertaken to the extent budgeted funds are available for such purposes. The City shall also:

1. Provide general mowing of the 7 playing fields and provide stone dust in a reasonable amount for general field care.
2. Line and drag the 7 fields, Monday through Friday, for PPLL game use. General use and tournament play by District 9 Little League shall be by a separate Agreement. Lining and dragging will not begin until 12:30 p.m. for 6:00 p.m. games. If a team is on the field, the City will not drag or line that field. Lining and dragging shall not be performed for practices.

B. PPLL, without cost to the other parties, shall regularly maintain to a quality and in a manner at least as good as the City maintains City parks, the 7 baseball and softball fields, the restroom-concession building, the storage buildings, the fencing, dugouts, bleachers, lighting, press boxes, scoreboards, and related facilities (other than the parking areas) that are parts of the Licensed Facilities. Specifically:

1. PPLL, at its expense, shall maintain and repair the grounds of the 7 playing fields including maintenance of the fencing, bleachers, sprinkler system, turf fertilization, weed control, mole removal and reseeding.
2. PPLL shall clean and maintain restroom facilities on weekends (Fridays, Saturdays and Sundays) throughout PPLL's season of use.
3. PPLL, at its expense, shall maintain and repair the concession area, its equipment, and related storage and maintenance areas in good repair and in compliance with all required local, state, and federal laws.
4. Nightly clean up (e.g. picking up trash and placing it in barrels) of field areas, dugout, and other related adjacent facilities is the responsibility of PPLL. If the City staff must perform the clean-up, PPLL shall be billed the cost of said clean-up plus 20%. Payment will be due within 30 days of billing. The City shall provide trash barrels appropriate to the use.
5. PPLL, at its expense shall maintain the general storage building adjacent to field 2, all dugouts and announcing booths in good repair and in compliance with all required local, state, and federal laws.

C. PPLL may make improvements to the Licensed Facilities after any such improvements are first approved in writing by City's Parks and Recreation Director (and, perhaps for some improvements, also approved by resolution of the City Council). Such improvements when constructed or installed shall become a part of Pinery Park and the property of the City.

D. PPLL and the City will work together in providing a suitable area for storage of equipment. No equipment will be kept outdoors in view of Pinery Park users.

E. The City will periodically inspect the Licensed Facilities with representatives of PPLL. The inspection may be performed quarterly, but not less than annually, at mutually agreeable times. If in the judgment

of the City, the Licensed Facilities are not properly maintained, the City will provide notify PPLL in writing of the deficiency and PPLL will have 15 days to correct them. If PPLL fails to correct them, the City may do so and charge PPLL the City's actual costs in so doing. PPLL shall pay any such cost within 30 days of billing.

F. If the City uses or permits other organizations to use the Licensed Facilities, the City will provide for clean-up and maintenance required as a result of said use. The City shall reimburse PPLL for any out-of-pocket expenses incurred by PPLL as a result of any other use of the Licensed Facilities by others with the City's permission providing these costs are over and above normal maintenance activities.

G. Underground utilities critical to the City lie beneath the Licensed Facilities. Those utilities require maintenance and may require emergency repairs sometimes without notice. PPLL shall cooperate as needed to ensure the integrity of those utilities. If the City intends to undertake construction or other work within the Licensed Facilities that would substantially interfere with PPLL's use of them, the City will use its best efforts to give advance notice of that work to PPLL. The City shall repair any damages to the Licensed Facilities resulting from the City's work and will attempt to undertake the work in the off-season to avoid interference with the PPLL's activities. In order to reduce the risk of damaging water lines or underground telemetry circuits, PPLL will not excavate or proceed with any other construction activity without first receiving written approval from the City.

4. Use of Equipment and Supplies. PPLL will designate equipment and supplies that will be available to the City's Parks and Recreation Department for its recreational programs. If that equipment and supplies are not returned in satisfactory condition, reasonable wear and tear excepted, the City shall pay PPLL the depreciated replacement value of any equipment not returned in satisfactory condition. PPLL and the City shall provide for adequate storage for City of Wyoming Parks and Recreation Department and PPLL equipment and supplies.

5. Utilities. The City will pay all utility rates, fees and charges for services to the Licensed Facilities except that PPLL shall pay the bills for electrical power to the Licensed Facilities during the months of May, June, July and August. The City shall forward May through August bills to GWCRA for payment by PPLL.

6. Business and Fiduciary Functions. The parties appreciate the passion PPLL board members, coaches, officials, other volunteers, participating families, and players have for baseball and softball and the importance to families in the City of youth programs and activities such as those provided by PPLL. They also recognize that those who are passionate about baseball, softball and coaching youth may not have the same passion for some administrative, business and fiduciary aspects of providing youth programs and activities. Therefore, they are collaborating and cooperating to provide administrative, business and fiduciary support for PPLL. But that support can only be provided with the coordinated efforts of and frequent communications among all the parties. Moreover, as PPLL board members, staff or volunteers demonstrate the interest and capability of attending to those administrative, business and fiduciary tasks with lessened support from GWCRA and the City, they intend following the annual review provided for in subsection 8.B below to amend this Agreement to reduce that support.

A. GWCRA shall provide the following administrative, business and fiduciary services for PPLL.

1. Make deposits to and withdrawals from, write and distribute checks, and otherwise arrange payments from the PPLL bank account(s) to which the GWCRA shall have full access.
2. Maintain ledgers and other financial records for PPLL.
3. Prepare and provide to the PPLL board monthly financial reports.
4. Account for grant funds in accordance with requirements of grant agreements.
5. Maintain a record of PPLL board agendas and minutes.
6. Prepare for signing by PPLL officers and then file annual documents required by the state of Michigan including those filed with the Department of Licensing and Regulatory Affairs.
7. Prepare for signing by PPLL officers and then file IRS form 990.

8. Maintain records needed to properly account for, report and pay sales and use taxes, withholding taxes and other taxes related to PPLL activities.
9. Maintain files related to amounts paid by or on behalf of all PPLL program and activity participants in a manner reasonably needed to comply with Little League, state and federal requirements and to reasonably protect PPLL board members, officers, staff, coaches, officials and other volunteers from claims of conflicts of interest, self-dealing, discrimination.
10. Maintain records of PPLL compliance with inspection and other requirements for use of the Licensed Facilities for concessions and other operations.
11. Maintain fundraising records needed to comply with applicable state and federal rules and regulations.
12. In cooperation with the City's Parks and Recreation Department state, take registrations and maintain registration files for participants, coaches and officials in PPLL programs and activities. This will include accounting for any payments and for scholarships or other assistance/discounts provided, copies of signed forms and waivers/releases, and documentation of compliance with concussion protocol and other state requirements. Copies will also be provided to PPLL.
13. Provide copies to PPLL board members and officers upon request.
14. Pay to appropriate persons reimbursements or payments related to PPLL expenses that have been approved by the PPLL board.
15. Assist with annual budgeting, yearend financial statements, and, if undertaken, independent audits.
16. Maintain PPLL records until the parties agree that GWCRA's assistance is no longer needed.

B. PPLL will ensure the following occurs in relation to its administrative, business and fiduciary functions and requirements.

1. Submit all PPLL funds to GWCRA or deposit them in accounts accessible to GWCRA within 48 hours of their receipt. This includes all funds from fundraising activities, concession sales, registration or participation fees, sponsorship fees, or any other payments to PPLL made to board members, staff, volunteers, coaches, officials or others.
2. Direct all funds payable to PPLL to be made payable to GWCRA, except where doing so would violate any grant agreement or state or federal law.
3. All PPLL payments or reimbursements to PPLL board members, staff, volunteers, coaches, officials, players, or families or to any third party shall be by checks or other forms of payments to be made by GWCRA.
4. Hold regular PPLL board meetings with at least 10 days' prior written notice to GWCRA and the City with agendas prepared by GWCRA.
5. Adopt and amend budgets, approve payments and expenses, approve contracts, approve calendars and schedules, and take other board approval actions on a timely basis and with an appropriate agenda and supporting materials before the payments or other activities being approved occur and before any contracts are signed.
6. Provide all financial data, contracts, and other documents and information to GWCRA on a timely basis so as to enable GWCRA to reasonably perform GWCRA's services as provided in subsection A above on a timely basis.
7. Comply with all policies, schedules, and contracts approved by the PPLL board.
8. Acknowledge PPLL's affiliation with the GWCRA and the GWCRA's assistance to the PPLL on all PPLL promotional materials.
9. Ensure that no PPLL coaches, officials, players, parents or others participate in any PPLL activities or programs unless and until they have signed the necessary forms, paid any required amounts, and engaged any required training.

10. Sign and file reports, forms and other documents with the state of Michigan, the IRS and others as required by applicable laws, rules and regulations in order to maintain its status as a nonprofit corporation in good standing, its status as an approved §501(c)(3) tax exempt organization, its license to conduct charitable fundraising activities and any other required licenses, permits or other approvals.

11. Maintain its status with Little League International.

12. Primarily serve the youth of the City.

13. Provide GWCRA and City staff representatives with the names, street addresses, e-mail addresses, telephone numbers and, if different, cell phone numbers for all PPLL board members and officers and keep that information updated not less frequently than monthly.

14. Not later than January 10 of each year make available the dates, times and places of regular PPLL board meetings for that calendar year through January of the following calendar year. This list shall also include the date of the annual membership meeting and the dates for elections of PPLL board members and officers. PPLL shall place this information on PPLL's website and post it at Pinery Park, and the City shall make it available on the City's website.

15. Provide the City and GWCRA with all changes to and with updated copies of the PPLL articles of incorporation, bylaws, rules, and other governing documents. Any changes or amendments shall be submitted to the City and GWCRA within 48 hours of their approval by the PPLL board. PPLL shall also either make copies of these documents available on its website or state on its website how players, families and other interested persons can obtain copies.

16. Conduct all PPLL programs and activities in compliance with all applicable laws, rules, and regulations, with all applicable contractual obligations, and with the requirements of any licenses, permits, registrations, certifications or other approvals of entities and organizations of competent jurisdiction.

C. The City shall provide a part-time employee to provide clerical and other services as may from time-to-time be needed to prepare notices and agendas, communicate with PPLL officers and volunteers to disseminate or obtain needed documents and information, attend meetings to obtain documents or information needed by the City or GWCRA, ensure PPLL is performing required tasks under this Agreement and to undertake other tasks to facilitate compliance with the terms and conditions of this Agreement.

D. All parties shall perform their respective tasks outlined by the stated dates on the **Calendar of Events** attached as **Exhibit B**.

7. Administration Fee. PPLL shall pay the City an annual administration fee of between \$5,000 and \$15,000 to pay a portion of the costs incurred by the City to provide the staff persona and services described in subsection 6.C above.

A. PPLL shall pay the City \$5,000 by _____, 201_ and, unless adjusted as provided below, \$5,000 on _____ of each year of the term of this Agreement.

B. If PPLL performs its duties and meets its obligations under this Agreement in accordance with subsection 6.B and the Calendar of Events, no additional amounts will be due to the City as an administration fee. If PPLL fails to perform its duties and meet its obligations under this Agreement in accordance with subsection 6.B and the Calendar of Events, PPLL shall pay the City the costs the City incurs to provide the services under subsection 6.C up to \$15,000.

C. During the annual review under subsection 8.B below, the parties will determine whether the administrative fee to be paid under subsection 7.A above should be reduced or increased based on the parties' actual experience. The City Manager may, in the City Manager's discretion, make such an adjustment without an amendment to this Agreement. If PPLL disagrees in writing with any increase made by such an adjustment, such increase shall be made only with the approval of the City Council.

8. License Term and Early Termination.

A. The **License Term** shall end on May 14, 2031, unless terminated earlier as provided in this Agreement.

B. Annually, before August 15 of each year beginning August 15, 2019, the parties shall meet to review this Agreement to ascertain (i) whether all parties have complied with its terms and conditions, (ii) if any party(ies) has not fully complied with its terms and conditions, what non-compliance occurred, what corrections were made, and whether that noncompliance is likely to recur, (iii) what were the costs and consequences of the noncompliance, (iv) whether it is the belief of any party that the noncompliance should result in early termination of this Agreement, (v) whether there has been improvement in compliance with its terms and conditions since the last annual review, and (vi) whether any changes should be made in this Agreement such as, for example and not for limitation, altering the functions and duties performed by any party. Following that review, the City Manager shall report on the review to the City Council and reports of the review shall also be made to the boards of PPLL and GWCRA.

C. The City will have cause to terminate this Agreement immediately if PPLL (i) repeatedly fails to comply with any provision, (ii) at any time fails to comply with any provision and that noncompliance results in liability for any party, results in a significant cost to any party to cure or otherwise address that noncompliance, or results in a failure to meet a deadline or other requirement imposed under state or federal law, such as, for further example, timely filing of a form with the IRS, or (iii) fails to comply with multiple provisions.

D. The City may terminate this Agreement at any time without cause upon 90 days' written notice to PPLL.

E. Any early termination of this Agreement by the City will require a resolution of the City Council. The City shall provide the other parties at least 10 days' written notice of the City Council meeting at which any such resolution will be considered and all parties will have an opportunity to submit written information and to address the City Council before the Council considers any such resolution.

F. PPLL may terminate this Agreement upon 30 days' written notice to the other parties following approval of such action by PPLL's board and by vacating the Licensed Facilities while leaving in place any improvements made to the Licensed Facilities.

G. GWCRA may terminate its participation in this Agreement upon 30 days' written notice to the other parties following approval of such action by GWCRA's board.

9. Effects of Early Termination.

A. If the City terminates this Agreement under section 8 above, PPLL's and the City's use of one another's facilities granted by this Agreement shall also terminate.

B. When this Agreement expires or is terminated early as provided in section 8 above, all improvements to the Licensed Facilities shall be the property of the City without any payment due to PPLL and all equipment located on the Licensed Premises or acquired by PPLL from the proceeds of payments made by or on behalf of players, from the sales of concessions, or from fundraising activities during the term of this Agreement or preceding agreements between the City and PPLL for use of the Licensed Facilities shall also be the property of the City.

C. If PPLL ceases to operate in the City or ceases to provide programming and activities reasonably available to youth residing in the City, all PPLL assets shall be transferred to the City or to a nonprofit organization as approved in writing by the City for the purpose of providing Little League or other baseball and softball opportunities to the youth residing in the City.

10. Independence.

A. The City is not affiliated with PPLL, is not a sponsor of PPLL, and does not oversee or control PPLL activities or programs. GWCRA is not affiliated with PPLL, is not a sponsor of PPLL, and does not oversee or control PPLL activities or programs. The City's and GWCRA's relationships with PPLL are solely as provided in this Agreement.

B. PPLL is solely responsible for all of the youth Little League baseball, softball, fundraising and related activities using or occurring at or in relationship to the Licensed Facilities. So, for example and not in any way limiting the generality of the preceding sentence of this subsection B or the provisions of subsection A, neither the City nor GWCRA oversee or control the coaching, officiating, or other interactions between or among any adults and participants or their families in any Little League activities, including games, practices, traveling, fundraising or other related activities. All coaching, officiating, or other interactions

between or among any adults and participants or their families in any Little League activities, including games, practices, traveling, fundraising or other related activities is solely within the purview, control, and oversight of PPLL.

11. Risk Allocation.

A. PPLL shall hold the City, GWCRA, and their respective board members, officers, employees and agents harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims, demands, lawsuits, grievances, administrative proceedings, state or federal investigations, criminal investigations, judgments, awards, orders of courts or agencies of competent jurisdiction, or any other losses or potential losses arising from (i) personal injuries (including, without limitation, deaths) or property damage suffered by any player, coach, official, family member, fan, observer, patron or any other individual due to PPLL's activities or programs or PPLL's use of the Licensed Facilities, (ii) theft, embezzlement, assault, battery, or other criminal act or intentional tort committed by any PPLL player, coach, official, volunteer, family member, fan, observer or patron, or (iii) PPLL's failure to comply with any term or condition of this Agreement. However, this obligation of PPLL shall not extend to any injury or personal injury resulting solely from the negligence or from the gross negligence or intentional wrongdoing of the City, GWCRA, or their respective board members, officers, employees and agents.

B. PPLL shall acquire, maintain and provide the City and GWCRA with copies of insurance policies endorsements and certificates meeting the following requirements.

1. Workers disability compensation coverage for any PPLL employees in amounts meeting state of Michigan requirements.
2. General commercial liability insurance in coverage amounts of not less than \$2,000,000 per occurrence including endorsements and extensions for contractual liability, products and completed operations, and broad form general liability extensions. It shall be occurrence based and shall name the City, GWCRA, and their respective board members, officers, employees, volunteers, and agents as additional insureds.
3. Errors and omissions and fiduciary liability coverage covering PPLL, GWCRA, and the City and their respective boards, councils, board members, officers, employees, volunteers, and agents.
4. Policies in commercially reasonable amount covering injuries (including death) suffered by players, coaches, officials, volunteers or others engaged in PPLL programs and activities on or based at the Licensed Facilities.
5. All policies shall be primary and any policies carried by the City or GWCRA shall be secondary and/or excess.
6. All policies shall include endorsements providing that they may not be terminated or materially modified except with at least 30 days' prior written notice to the City and GWCRA.

12. Remedies.

A. Except for the arbitration procedure provided in subsection 9.A, remedies in this Agreement shall be cumulative. A party may use a remedy specifically provided in this Agreement or any other remedy available at law or in equity. The exercise of one remedy will not preclude the exercise of one or more other remedies either simultaneously or sequentially.

B. Before filing any lawsuit or taking any action exercise any rights to terminate this Agreement, a party considering such a remedy shall first notify in writing the party it believes has failed to comply with any term or condition of this Agreement which notification shall refer the provision involved, state the actions or failure to act that did not comply with the provision, and propose the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing stating in detail any reasons why it disagrees that it has failed to comply with this Agreement or stating what actions it has or is taking to address the noncompliance and prevent recurrence. Copies the initial notice and response shall also be provided the third party to this Agreement. All parties shall then meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 12.B if it has previously done so with respect to any noncompliance with the same section of this Agreement.

D. The City and PPLL will establish a 3-member dispute resolution panel to which a participant may apply for a review of a complaint to ensure PPLL by-laws and rules have been fairly and consistently followed. The panel shall be comprised of a member of the PPLL board, a delegate from City, and a member of the Board of a neighboring chartered Little League organization. If Little League International does not consent to or approve for this dispute resolution panel, PPLL shall clearly post Little League International's review process at Pinery Park. PPLL shall further inform an aggrieved party of the right to appeal and shall make the appellate information available to said party upon making their determination.

E. Jurisdiction and venue for any action brought to pursuant to or to enforce any provision of this Agreement shall be solely in the state courts in Kent County, Michigan. The prevailing party(ies) in any such action shall, in addition to any other remedy, be entitled to recover costs, including for example and not for limitation, attorneys' fees, filing fees, expert expenses, discovery costs, and other costs incurred to investigate, bring, respond to, or defend any such action from its first accrual or first notice thereof through all appellate and collection proceedings.

13. Notices. Notices shall be delivered to the parties at the addresses first written above or such other addresses as any party may be written notice direct to other parties. Notices shall be personally delivered, delivered by a carrier such as FedEx or UPS, delivered by certified US Mail with return receipt and shall be made when actually occurring. The parties may designate e-mail addresses for deliveries of documents and notices. E-mail notification shall be deemed made when acknowledged by the recipient.

14. Other Parties.

A. This Agreement is intended for the benefit of the parties. There are no other parties intended to be beneficiaries and no other parties shall have any right to enforce any provision of this Agreement.

B. No party may assign or otherwise transfer to any other individual or entity any right, privilege, duty or obligation under this Agreement without the prior written consent of the other parties.

15. General Provisions.

A. Whenever an individual, officer, employee or other agent of a party is designated in this Agreement by name or title, it includes that individual's designee(s) and successor(s) and any other officer, employee or other agent to whom such duties have been delegated.

B. This is the entire Agreement between and among the parties with respect to its subject. It supersedes and replaces all prior agreements, including the RFA and Fiduciary Contract.

C. This Agreement was made in Kent County, Michigan pursuant to the laws of Michigan which shall be applied in its interpretation and enforcement.

D. The captions in this Agreement are only for reference and shall not affect its interpretation. However, the recitals are an integral part of this Agreement.

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

[Signatures on next page.]

CITY OF WYOMING

GREATER WYOMING COMMUNITY
RESOURCE ALLIANCE

By: _____
Jack A. Poll, Mayor

By: _____
Kent Vanderwood, President

By: _____
Kelli A. Vandenberg, Clerk

By: _____
Rebecca Rynbrandt, Secretary

Date signed: November __, 2018

Date signed: November __, 2018

Approved as to form:

PINERY PARK LITTLE LEAGUE

Scott G. Smith, City Attorney

By: _____
Bob Waalkes, President

By: _____
Shellie Neuhaus, Secretary

Date signed: November __, 2018

Attachments:

Exhibit A – Drawing Depicting & Designating Licensed Facilities at Pinery Park

Exhibit B – Calendar of Events



Due Dates	Board Actions	Secretary	President and Vice-President	Safety Officer	Treasurer	Budget	Concession	Registration	Celebration Day	Sponsorships
09/28/18			<ul style="list-style-type: none"> •Agenda Prepared, Posted and Distributed •Assemble Board Policies, Distribution to All Members 		Finance Report Complete					
10/09/18	Board Meeting									
10/25/18	Motions <ul style="list-style-type: none"> •Approve Board Annual Meeting Schedule (Post Schedule on Facebook, League Web page and PPLL Bulletin Board •Approve Board Member Code of Conduct •Approve League Boundaries •Assign all committees (Budget, Concession, Registration, Celebration Day, Sponsorships •Secure Location and Dates for Tryouts and Draft 	Meeting Minutes Deadline for submittal to Nancy B.								
11/01/18			<ul style="list-style-type: none"> •Agenda Prepared, Posted and Distributed •Review Registration Packet with appropriate City Staff 		Finance Report Complete	Complete		Registration Packet Complete		Sponsorship Packet Complete
11/13/18	Board Meeting	Motions <ul style="list-style-type: none"> •Approve Registration Fees •Approve Registration Packet •Approve Budget •Approve Insurance •Start Review of Ground Rules •Approve Sponsorship Levels •Committee Updates 					Recruit Staff			
11/20/18					Sales Tax Filing Due					

Due Dates	Board Actions	Secretary	President and Vice-President	Safety Officer	Treasurer	Budget	Concession	Registration	Celebration Day	Sponsorships
11/22/18		Meeting Minutes Deadline for submittal to Nancy B.								
11/30/18			Agenda Prepared, Posted and Distributed		Finance Report Complete					
12/11/18	Board Meeting	Motions •Approve Draft Process •Approve Local Ground Rules •Approve Opening Day •Committee Updates					Recruit Staff			
12/21/18		Meeting Minutes Deadline for submittal to Nancy B.								
12/27/18			Agenda Prepared, Posted and Distributed		Finance Report Complete					Sponsorships submitted to Finance
01/08/19	Board Meeting	Motions •Approve Tax Filing •Approve Non-Profit Filings •Approve Sponsorships •Approve Concession Vendor •Committee Updates					Approve Vendor			
01/17/19		Meeting Minutes Deadline for submittal to Nancy B.								
01/20/19					Sales Tax Filing Due					
01/27/19			Agenda Prepared, Posted and Distributed		Finance Report Complete				Celebration Day Planning Complete	
01/31/19					W-2's Mailed to Paid Staff					
02/12/19	Board Meeting	Motions •Approve Coaches •Set Celebration Day •Set Opening Day •Committee Updates					Complete Health Department Cerification			

Due Dates	Board Actions	Secretary	President and Vice-President	Safety Officer	Treasurer	Budget	Concession	Registration	Celebration Day	Sponsorships
02/21/19		Meeting Minutes Deadline for submittal to Nancy B.								
02/28/19			Agenda Prepared, Posted and Distributed		Finance Report Complete					
02/28/19					W- 2's submitted to State					
03/01/19			Submit League Field Schedule to City of Wyoming Recreation Supervisor	•Background Checks Complete for all Volunteers •Heads Up training complete for all Volunteers						
03/12/19	Board Meeting	Motions •Approve Board Certification of Complete Background Checks •Approve Board Certification of All Heads Up Training Complete •Approve All-Star Process (Player selection and Coaching) •Committee Updates								
03/21/19		Meeting Minutes Deadline for submittal to Nancy B.					Concession Ready for Open			
03/28/19			Agenda Prepared, Posted and Distributed							
04/09/19	Board Meeting	<u>Motions</u>								
04/18/19		Meeting Minutes Deadline for submittal to Nancy B.								
04/20/19					Sales Tax Filing Due					
05/01/19			Agenda Prepared, Posted and Distributed		Finance Report Complete					

Due Dates	Board Actions	Secretary	President and Vice-President	Safety Officer	Treasurer	Budget	Concession	Registration	Celebration Day	Sponsorships
08/22/19		Meeting Minutes Deadline for submittal to Nancy B.								
08/29/19			Agenda Prepared, Posted and Distributed		Finance Report Complete					
09/10/19	Board Meeting									
Board Policies										
	Field Usage Contract									
	Fiduciary Contract									
	By-Laws									
	Ground Rules									
	Expenditure Policy									
	Scholarship Policy									
	Player Code of Conduct									
	Coaches Code of Conduct									
Invoices and Receipts										
	***Must Be Submitted to Fiduciary within one Week of Invoice or Receipt Date									
	***No Payments will be made without a Receipt									

MEMORANDUM

City Attorney | 1155 28th St SW, Wyoming, MI 49509
616.530.3194 | Fax 616.261.7103 | wyomingmi.gov

To: Hon. Mayor & City Council

From: Scott Smith, City Attorney 

Date: November 7, 2018

Subject: Marihuana Options

Background

Last Tuesday, November 6, 2018, the state’s electorate approved (about 55% of voters statewide in favor with all but Wayne County reporting and about the same percentage of Kent County voters in favor) Proposal 1 that enacted the Michigan Regulation and Taxation of Marihuana Act, 2018 IL ___ (the “**MRTMA**”). The MRTMA allows personal possession and use of marihuana by persons of at least 21 years of age, provides for growing and sale of marihuana and industrial hemp by persons of at least 21 years of age, and permits the taxation of revenue derived from commercial marihuana facilities.

It joins a few other state statutes to provide a fairly, but not entirely, consistent approach to the availability of marihuana to varying persons for varying uses but which may prove to be fairly complex in administration and enforcement. The Medical Marihuana Facilities Licensing Act, 2016 PA 281, MCL 333.27101 et seq. (the “**MMFLA**”), was enacted to provide certain requirements for and state regulation of “marihuana facilities,” *i.e.* facilities for growing, processing, testing, transporting, and dispensing marihuana for medical uses. The Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 et seq. (the “**MMMA**”), was another initiated law that provided for the registration of qualifying patients and primary caregivers. The Industrial Hemp Research Act, 2014 PA 547, MCL 286.841 et seq. (the “**IHRA**”), provides for the growing and use of hemp for industrial and commercial uses.

There are similarities and differences among the statutes. Terminology in the statutes is often similar. Both the MMFLA and the MRTMA address growers, safety compliance facilities and secure transporters, but the definitions are not quite identical. The MMFLA refers to medical “marihuana facilities” and the MRTMA refers to recreational “marihuana establishments.” The MMFLA defines marihuana “paraphernalia” in a way similar to the MRTMA’s definition of “marihuana accessories.” The MMFLA provides for medical marihuana “provisioning centers” and the MRTMA provides for recreational “marihuana retailers.” The regulatory options and limits under the MMFLA and the MRTMA have some similarities and a number of differences. HB 6330, introduced September 6, 2018, and passed by the House October 4, 2018, would extensively amend the IHRA employing terms similar to those in the MMFLA and providing interaction with some medical marihuana facilities licensed under the MMFLA.

Under the MMMA, a registered qualifying patient can grow up to 12 marihuana plants to supply that patient’s own needs. A registered primary caregiver can grow up to 12 marihuana plants for each of up to 5 patients and, if the caregiver is also a registered qualifying patient, another 12 marihuana plants for the caregiver/patient’s own needs for a total of up to 72 marihuana plants.

As you know because it was the issue in *Ter Beek v City of Wyoming*, 495 Mich 1 (2014), no city can prohibit that caregiving and patient activities permitted by the MMMA. Some local governments have adopted zoning ordinances to regulate where caregiving can occur. But, a July 17, 2018 decision of the Michigan Court of Appeals in *Deruiter v Byron Township*, ___ Mich App ___ (Dkt No 338972, 2018), lv app’d (Aug. 2018), held that the MMMA preempts local zoning ordinances, including those such as the township’s allowing caregiving only as a home occupation. This decision essentially precludes any local regulation of registered caregiver activities.



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

The MMFLA provides for state licensing and regulation of medical “marihuana facilities,” a term that includes growers, processors (facilities that purchase marihuana from growers and extract resins or create marihuana-infuse products), safety compliance (testing) facilities, secured transporters, and provisioning centers (often called dispensaries). Importantly, a medical marihuana facility cannot be operated within a city, township or village unless that city, township or village adopts a local ordinance authorizing that type of facility. This is an “opt-in” requirement.

In an effort to be very clear, until the electors’ November 6, 2018 enactment of the MRTMA, marihuana was legally available only for medical use by registered qualifying patients who could possess up to 2.5 ounces of marihuana and who could grow up to 12 plants. Registered caregivers could grow up to 12 plants for each of 5 registered qualifying patients and, if the caregiver is also a registered qualifying patient, up to 12 additional plants for the caregiver/patient’s own use. In addition, medical marihuana facilities could be licensed by the state to operate in a city, township or village that “opted-in” in accordance with state regulations and any local regulations addressing the numbers and locations of each type of medical marihuana facilities. While a secured transporter can transport medical marihuana through a city, township or village that had not opted-in, neither that secured transporter nor any other medical marihuana facility could be located or operating within a city, township or village that had not opted-in. In addition, there is not a consensus as to how much local regulation of medical marihuana facilities is possible under the MMFLA.

Many cities, townships and villages have not opted-in to allowing medical marihuana facilities. Some delayed opting-in until the state’s regulations were finalized. Some, perhaps fearing possible legal challenges of local regulations and perhaps hoping to learn from other communities, are waiting to learn from the experiences of other local governments that have opted-in. Some are working to develop a local consensus as to how many of each type of medical marihuana facility to allow and where they show be allowed within the community.

In communications I have had with them, medical marihuana proponents, especially many who sought to develop marihuana businesses, often expressed surprise and wonder at cities, townships and villages that did not opt-in. They said they can’t imagine why local government leaders wouldn’t want to encourage the economic development opportunities presented by medical marihuana businesses. They also wondered why local leaders want to inhibit registered qualifying patients’ access to supplies of safer medical marihuana.

The MRTMA was drafted with these medical marihuana experiences in mind. It reverses the presumption about recreational marihuana businesses. The MRTMA allows unlimited numbers of businesses called “marihuana establishments” that include recreational marihuana growers, safety compliance facilities, processors, microbusinesses (*i.e.*, businesses growing up to 150 plants, processing, packaging and selling marihuana to persons over 21 years in age), retailers, and secured transporters in all cities, township or villages unless they adopt an ordinance limiting the numbers or prohibiting marihuana establishments. Under the MRTMA the City must opt-out if it wishes to preclude any recreational marihuana establishments or, if it wishes to limit the numbers of any recreational marihuana establishments, it must adopt one or more ordinances regulating them.

The MRTMA allows personal possession and use of 2.5 ounces of marihuana (up to 10 ounces at home and up to 12 plants at home) by persons 21 years of age and older. A local government may not adopt more strict personal use and possession regulations.

Why Consider Policy Direction Now?

While it may be a year before the state adopts licensing regulations for recreational marihuana establishments, we should expect interested persons will almost immediately seek to secure locations for such businesses. While not expressly permitted under the City’s zoning ordinance, such businesses would likely be treated under the zoning ordinance just like other industrial and commercial uses. I also foresee some enterprising persons might began to take steps and make investments with the intent to argue they have vested rights to continue to pursue opening recreational marihuana establishments in the

event the City later decides to preclude to limit such businesses. But steps taken before state licensing rules are promulgated and before state licenses are available are not likely to create vested rights.

Clearly detailing the City's policy concerning recreational marihuana establishments will enable local property owners, business owners, and citizens, as well as City staff, to understand what opportunities may or may not be available and whether or not those establishments could be located near them. If the City Council initially decides to preclude or to regulate the numbers and locations of recreational marihuana establishments, the Council could later decide to allow them or modify regulations. But, if the City Council fails to take action, recreational marihuana establishments proliferate in the City, and the City Council then decides to preclude or regulate the, those regulations might preclude additional establishments but likely could not limit the numbers or locations of those already existing.

Policy Options

The City has not opted-in to allow any medical marihuana facilities to operate within the City. This does not affect the rights of registered qualifying patients to possess and use medical marihuana. It does not affect the rights of registered caregivers and registered qualifying patients to grow marihuana. It does not affect the ability of City residents who are registered qualifying patients from using state-licensed medical marihuana provisioning centers in other communities. If the City Council wishes to maintain this policy with respect to medical marihuana facilities, no action is legally needed.

If the City does not opt-out by adopting one or more ordinances precluding or regulating recreational marihuana establishments, they will be addressed just like any other industrial or commercial land uses in the City. If the City Council wishes, even for an initial period, to preclude the operation of recreational marihuana establishments within the City, it must adopt one or more ordinances to do so. There is an on-going discussion among municipal lawyers as to whether a general ordinance, a zoning ordinance amendment, or both may be needed to preclude or regulate recreational marihuana establishments within a local government's jurisdiction. I have discussed this issue with other municipal lawyers and the consensus seems is prudent to adopt a general ordinance and a zoning ordinance amendment.

If the Council wishes to preclude the operation of recreational marihuana establishments within the City the general ordinance and zoning ordinance amendment would be fairly simple. If the Council wishes to allow recreational marihuana establishments in the City but also wishes to limit their numbers, regulate their locations or otherwise impose some restrictions, it should provide additional direction so appropriate ordinances can be drafted.

Importantly, the City cannot limit the rights under the MRTMA of individuals over 21 years of age to possess, use and grow marihuana, marihuana-infused products, or marihuana accessories. Similarly, no City ordinance will affect rights under the MRTMA to transport marihuana in or through the City.

STAFF REPORT

Date: November 5, 2018

Subject: Bonding for Gezon Park and Jackson Park Improvements

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: November 13, 2018

RECOMMENDATION:

It is recommended that the City Council authorize the process to issue bonds for the improvements of Gezon Park and Jackson Park in an amount not to exceed \$4.8 million.

SUSTAINABILITY CRITERIA:

Environmental Quality – The City of Wyoming seeks to develop contemporary, accessible facilities with improved functional relationships related to programmed and passive uses.

Social Equity – The City is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life for the citizens of the City of Wyoming. The development of the parks increases our ability to equitably provide for recreation and leisure services throughout our community.

Economic Strength – The City strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. Well-maintained park lands and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city.

DISCUSSION:

On September 6, 2016, per Resolution No. 25561, the City Council authorized a millage question to be placed before voters to amend Sect. 9.1 of the City Charter to allow the public library millage to also be used for capital improvements in city parks. On May 2, 2017, voters approved this change. Following voter approval, construction cost estimates, including professional services and contingency, have been obtained and refined for the next phases of development of Jackson and Gezon parks.

Development	Approved Master Plan Cost Estimate	Construction Cost Estimates Proposed Phases (Bond Project)
Gezon Park	\$6,024,029	\$2,400,839
Jackson Park	\$4,461,036	\$1,946,572

Total Project Estimated Cost	\$10,485,065	\$4,347,411
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The issuance of a bond would finance the costs of planning, design, acquisition, permitting, construction and installation of Jackson Park and Gezon Park improvements that will include such items as site preparation, restrooms, splash pads, playground equipment, signage etc. All development will be constructed based upon the City Council approved park development plans. Construction is planned to commence as follows:

Jackson Park Construction design currently in process, bidding December 2018 to January 2019, Construction spring 2019

Gezon Park Construction design spring and summer of 2019, bidding December 2019 to January 2020, Construction spring 2020

BOND SCENARIOS:

The following information was prepared by Robert W. Baird & Co. as of September 19, 2018 and provided by Finance Director Rosa Ooms.

Scenario	Period	Principal	Coupon	Interest	Total Debt Service	Avg. Annual Payment
1	20 yr	\$3,300,000	4.020%	\$1,371,745.42	\$4,671,745.42	\$233,588
2	20 yr	\$4,300,000	4.020%	\$1,788,387.67	\$6,088,387.67	\$304,429
3	20 yr	\$4,600,000	4.020%	\$1,908,070.75	\$6,508,070.75	\$325,404

BUDGET IMPACT:

A review of the Library Maintenance & Capital Fund budget affirms, as planned during our discussions with City Council in 2016 and with voters in 2017, that current millage revenues exceed expense needs and there is sufficient income to fund a bond payment while maintaining a high level of maintenance service at the library.

Library Maintenance & Capital Fund			
Annual Maintenance Expense – no capital (FY 2019)	Annual Revenue	Net Available for Parks Capital & Bond Payment	Fund Balance (June 30, 2018)
\$425,298	\$834,128	\$408,830	\$683,666

This evaluation included a conservative estimate for an annual increase in maintenance expense by 2%; roughly equal to the current rate of property tax percentage growth (FY 2020 target is 2.4%).

Since 2016 the city has invested \$917,492 in major maintenance and capital improvement projects at the library including the conversion of the café to the Book Mark meeting room, Community Room technology upgrades, parking lot repairs, and roof replacement. As a result, major maintenance and capital needs at the library are limited over the next 15 years. Our planning efforts include retaining an annual minimum capital expense investment plan of \$50,000 for general maintenance and replacement items such as HVAC units, chairs, carpet replacement, etc.

Library Maintenance & Capital Fund		
Adjusted for Preventative Maintenance Capital Investment & Maintenance Growth		
Annual Maintenance Expense – \$10,000 annual escalator (example) with \$50,000 capital	Annual Revenue Growth (FY 2020 2.4%)	Net Available for Parks Capital Bond Payment
\$485,298	\$854,147	\$367,180

In order to affirm our commitments to residents that library maintenance and long term capital needs will not be affected by any bond payments for parks capital, it is proposed to leverage bond funds with investment by the Capital Projects Revolving Fund. As construction costs become confirmed, we will adjust the level of bond that is needed.

RECOMMENDED GEZON AND JACKSON PARK DEVELOPMENT FUNDING MODEL:

Based upon ongoing refinement of project scopes, soils testing, market changes for product costs, etc., it is expected that cost estimates will continue to be adjusted over the next 18 months. While we fully expect to utilize bond funds, the resolution will be crafted so as to allow for the use of the Capital Projects Revolving Fund, or Parks and Recreation Fund if unforeseen needs arise. The key is to provide for flexibility over a 20 year period. Recognizing volatility in the market, pursuing a bond in an amount of NOT TO EXCEED \$4.8 million is the recommended, prudent course of action.

Attorney Roger Swets of Dickinson Wright, PLLC, has crafted the draft of the *notice of intent* resolution to start the legal process for the bond issue. These items are currently under review by City Attorney Scott Smith. With Council support to move this bond forward, the resolution and any necessary supporting documents will be presented for approval at the November 19th Regular Session of the City Council.

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BOND DEBT SERVICE

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Table with columns: Period Ending, Principal, Coupon, Interest, Debt Service, Annual Debt Service. Rows show data from 06/01/2019 to 12/01/2037.

BOND DEBT SERVICE

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Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2038			4,623.00	4,623.00	
06/30/2038					233,624.00
12/01/2038	230,000	4.020%	4,623.00	234,623.00	
06/30/2039					234,623.00
	3,300,000		1,371,745.42	4,671,745.42	4,671,745.42

Notes:

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BOND DEBT SERVICE

City of Wyoming, Michigan
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Assumes Bond Rating of 'AA'

Assumed Dated Date 02/01/2019
Assumed Delivery Date 02/01/2019

Table with 5 columns: Period Ending, Principal, Coupon, Interest, Debt Service. Rows show data from 06/30/2019 to 06/30/2039, with a total row at the bottom.

Notes:

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BOND SUMMARY STATISTICS

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Assumed Dated Date	02/01/2019
Assumed Delivery Date	02/01/2019
Last Maturity	12/01/2038
Arbitrage Yield	3.603414%
Potential True Interest Cost (TIC)	3.603414%
Potential Net Interest Cost (NIC)	3.637135%
NIC w/Interest only	3.637135%
NIC w/Interest & OID	3.637135%
NIC w/Interest, OID & Und. Discount	3.637135%
Potential All-In TIC	3.948442%
Average Coupon	3.637135%
Average Life (years)	11.429
Duration of Issue (years)	9.142
Par Amount	3,300,000.00
Bond Proceeds	3,300,000.00
Total Interest	1,371,745.42
Net Interest	1,371,745.42
Total Debt Service	4,671,745.42
Maximum Annual Debt Service	234,623.00
Average Annual Debt Service	235,550.19

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bonds Through 2038	3,300,000.00	100.000	3.637%	11.429	2,910.45
	3,300,000.00			11.429	2,910.45

	TIC	All-In TIC	Arbitrage Yield
Par Value	3,300,000.00	3,300,000.00	3,300,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-100,000.00	
- Other Amounts			
Target Value	3,300,000.00	3,200,000.00	3,300,000.00
Target Date	02/01/2019	02/01/2019	02/01/2019
Yield	3.603414%	3.948442%	3.603414%

IMPORTANT DISCLOSURES

City of Wyoming, Michigan
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BOND DEBT SERVICE

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 Assumes Bond Rating of 'AA'

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2019			47,709.67	47,709.67	
06/30/2019					47,709.67
12/01/2019	160,000	2.100%	71,564.50	231,564.50	
06/01/2020			69,884.50	69,884.50	
06/30/2020					301,449.00
12/01/2020	165,000	2.210%	69,884.50	234,884.50	
06/01/2021			68,061.25	68,061.25	
06/30/2021					302,945.75
12/01/2021	170,000	2.330%	68,061.25	238,061.25	
06/01/2022			66,080.75	66,080.75	
06/30/2022					304,142.00
12/01/2022	170,000	2.440%	66,080.75	236,080.75	
06/01/2023			64,006.75	64,006.75	
06/30/2023					300,087.50
12/01/2023	175,000	2.550%	64,006.75	239,006.75	
06/01/2024			61,775.50	61,775.50	
06/30/2024					300,782.25
12/01/2024	180,000	2.680%	61,775.50	241,775.50	
06/01/2025			59,363.50	59,363.50	
06/30/2025					301,139.00
12/01/2025	185,000	2.820%	59,363.50	244,363.50	
06/01/2026			56,755.00	56,755.00	
06/30/2026					301,118.50
12/01/2026	190,000	2.950%	56,755.00	246,755.00	
06/01/2027			53,952.50	53,952.50	
06/30/2027					300,707.50
12/01/2027	195,000	3.050%	53,952.50	248,952.50	
06/01/2028			50,978.75	50,978.75	
06/30/2028					299,931.25
12/01/2028	205,000	3.250%	50,978.75	255,978.75	
06/01/2029			47,647.50	47,647.50	
06/30/2029					303,626.25
12/01/2029	210,000	3.400%	47,647.50	257,647.50	
06/01/2030			44,077.50	44,077.50	
06/30/2030					301,725.00
12/01/2030	215,000	3.550%	44,077.50	259,077.50	
06/01/2031			40,261.25	40,261.25	
06/30/2031					299,338.75
12/01/2031	225,000	3.670%	40,261.25	265,261.25	
06/01/2032			36,132.50	36,132.50	
06/30/2032					301,393.75
12/01/2032	235,000	3.730%	36,132.50	271,132.50	
06/01/2033			31,749.75	31,749.75	
06/30/2033					302,882.25
12/01/2033	245,000	3.800%	31,749.75	276,749.75	
06/01/2034			27,094.75	27,094.75	
06/30/2034					303,844.50
12/01/2034	255,000	3.850%	27,094.75	282,094.75	
06/01/2035			22,186.00	22,186.00	
06/30/2035					304,280.75
12/01/2035	265,000	3.900%	22,186.00	287,186.00	
06/01/2036			17,018.50	17,018.50	
06/30/2036					304,204.50
12/01/2036	275,000	3.940%	17,018.50	292,018.50	
06/01/2037			11,601.00	11,601.00	
06/30/2037					303,619.50
12/01/2037	285,000	3.980%	11,601.00	296,601.00	

BOND DEBT SERVICE

City of Wyoming, Michigan
 General Obligation Limited Tax Bonds, Series 2019
 Scenario 2 :: Park Improvements | 20 Years | \$4.3 Million Total Par | Level Debt Service
 Preliminary, Hypothetical Interest Rates as of September 19, 2018 (Plus 25 bps) | Bank Qualified
 Assumes Bond Rating of 'AA'

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2038			5,929.50	5,929.50	
06/30/2038					302,530.50
12/01/2038	295,000	4.020%	5,929.50	300,929.50	
06/30/2039					300,929.50
	4,300,000		1,788,387.67	6,088,387.67	6,088,387.67

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BOND DEBT SERVICE

City of Wyoming, Michigan
 General Obligation Limited Tax Bonds, Series 2019
 Scenario 2 :: Park Improvements | 20 Years | \$4.3 Million Total Par | Level Debt Service
 Preliminary, Hypothetical Interest Rates as of September 19, 2018 (Plus 25 bps) | Bank Qualified
 Assumes Bond Rating of 'AA'

Assumed Dated Date 02/01/2019
 Assumed Delivery Date 02/01/2019

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2019			47,709.67	47,709.67
06/30/2020	160,000	2.100%	141,449.00	301,449.00
06/30/2021	165,000	2.210%	137,945.75	302,945.75
06/30/2022	170,000	2.330%	134,142.00	304,142.00
06/30/2023	170,000	2.440%	130,087.50	300,087.50
06/30/2024	175,000	2.550%	125,782.25	300,782.25
06/30/2025	180,000	2.680%	121,139.00	301,139.00
06/30/2026	185,000	2.820%	116,118.50	301,118.50
06/30/2027	190,000	2.950%	110,707.50	300,707.50
06/30/2028	195,000	3.050%	104,931.25	299,931.25
06/30/2029	205,000	3.250%	98,626.25	303,626.25
06/30/2030	210,000	3.400%	91,725.00	301,725.00
06/30/2031	215,000	3.550%	84,338.75	299,338.75
06/30/2032	225,000	3.670%	76,393.75	301,393.75
06/30/2033	235,000	3.730%	67,882.25	302,882.25
06/30/2034	245,000	3.800%	58,844.50	303,844.50
06/30/2035	255,000	3.850%	49,280.75	304,280.75
06/30/2036	265,000	3.900%	39,204.50	304,204.50
06/30/2037	275,000	3.940%	28,619.50	303,619.50
06/30/2038	285,000	3.980%	17,530.50	302,530.50
06/30/2039	295,000	4.020%	5,929.50	300,929.50
	4,300,000		1,788,387.67	6,088,387.67

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City of Wyoming, Michigan
 General Obligation Limited Tax Bonds, Series 2019
 Scenario 2 :: Park Improvements | 20 Years | \$4.3 Million Total Par | Level Debt Service
 Preliminary, Hypothetical Interest Rates as of September 19, 2018 (Plus 25 bps) | Bank Qualified
 Assumes Bond Rating of 'AA'

Assumed Dated Date	02/01/2019
Assumed Delivery Date	02/01/2019
Last Maturity	12/01/2038
Arbitrage Yield	3.603678%
Potential True Interest Cost (TIC)	3.603678%
Potential Net Interest Cost (NIC)	3.637275%
NIC w/Interest only	3.637275%
NIC w/Interest & OID	3.637275%
NIC w/Interest, OID & Und. Discount	3.637275%
Potential All-In TIC	3.866949%
Average Coupon	3.637275%
Average Life (years)	11.434
Duration of Issue (years)	9.147
Par Amount	4,300,000.00
Bond Proceeds	4,300,000.00
Total Interest	1,788,387.67
Net Interest	1,788,387.67
Total Debt Service	6,088,387.67
Maximum Annual Debt Service	304,280.75
Average Annual Debt Service	306,977.53

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bonds Through 2038	4,300,000.00	100.000	3.637%	11.434	3,794.55
	4,300,000.00			11.434	3,794.55

	TIC	All-In TIC	Arbitrage Yield
Par Value	4,300,000.00	4,300,000.00	4,300,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-100,000.00	
- Other Amounts			
Target Value	4,300,000.00	4,200,000.00	4,300,000.00
Target Date	02/01/2019	02/01/2019	02/01/2019
Yield	3.603678%	3.866949%	3.603678%

IMPORTANT DISCLOSURES

City of Wyoming, Michigan
General Obligation Limited Tax Bonds, Series 2019
Scenario 2 :: Park Improvements | 20 Years | \$4.3 Million Total Par | Level Debt Service
Preliminary, Hypothetical Interest Rates as of September 19, 2018 (Plus 25 bps) | Bank Qualified
Assumes Bond Rating of 'AA'

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Assumes Bond Rating of 'AA'

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BOND DEBT SERVICE

City of Wyoming, Michigan
 General Obligation Limited Tax Bonds, Series 2019
 Scenario 3 :: Park Improvements | 20 Years | \$4.6 Million Total Par | Level Debt Service
 Preliminary, Hypothetical Interest Rates as of September 19, 2018 (Plus 25 bps) | Bank Qualified
 Assumes Bond Rating of 'AA'

Period Ending	Principal	Coupon	Assumed Dated Date	02/01/2019	Annual Debt Service
			Assumed Delivery Date	02/01/2019	
06/01/2019				51,002.50	51,002.50
06/30/2019					51,002.50
12/01/2019	170,000	2.100%	76,503.75	246,503.75	
06/01/2020			74,718.75	74,718.75	
06/30/2020					321,222.50
12/01/2020	175,000	2.210%	74,718.75	249,718.75	
06/01/2021			72,785.00	72,785.00	
06/30/2021					322,503.75
12/01/2021	180,000	2.330%	72,785.00	252,785.00	
06/01/2022			70,688.00	70,688.00	
06/30/2022					323,473.00
12/01/2022	185,000	2.440%	70,688.00	255,688.00	
06/01/2023			68,431.00	68,431.00	
06/30/2023					324,119.00
12/01/2023	190,000	2.550%	68,431.00	258,431.00	
06/01/2024			66,008.50	66,008.50	
06/30/2024					324,439.50
12/01/2024	195,000	2.680%	66,008.50	261,008.50	
06/01/2025			63,395.50	63,395.50	
06/30/2025					324,404.00
12/01/2025	200,000	2.820%	63,395.50	263,395.50	
06/01/2026			60,575.50	60,575.50	
06/30/2026					323,971.00
12/01/2026	205,000	2.950%	60,575.50	265,575.50	
06/01/2027			57,551.75	57,551.75	
06/30/2027					323,127.25
12/01/2027	210,000	3.050%	57,551.75	267,551.75	
06/01/2028			54,349.25	54,349.25	
06/30/2028					321,901.00
12/01/2028	220,000	3.250%	54,349.25	274,349.25	
06/01/2029			50,774.25	50,774.25	
06/30/2029					325,123.50
12/01/2029	225,000	3.400%	50,774.25	275,774.25	
06/01/2030			46,949.25	46,949.25	
06/30/2030					322,723.50
12/01/2030	235,000	3.550%	46,949.25	281,949.25	
06/01/2031			42,778.00	42,778.00	
06/30/2031					324,727.25
12/01/2031	240,000	3.670%	42,778.00	282,778.00	
06/01/2032			38,374.00	38,374.00	
06/30/2032					321,152.00
12/01/2032	250,000	3.730%	38,374.00	288,374.00	
06/01/2033			33,711.50	33,711.50	
06/30/2033					322,085.50
12/01/2033	260,000	3.800%	33,711.50	293,711.50	
06/01/2034			28,771.50	28,771.50	
06/30/2034					322,483.00
12/01/2034	270,000	3.850%	28,771.50	298,771.50	
06/01/2035			23,574.00	23,574.00	
06/30/2035					322,345.50
12/01/2035	280,000	3.900%	23,574.00	303,574.00	
06/01/2036			18,114.00	18,114.00	
06/30/2036					321,688.00
12/01/2036	290,000	3.940%	18,114.00	308,114.00	
06/01/2037			12,401.00	12,401.00	
06/30/2037					320,515.00
12/01/2037	305,000	3.980%	12,401.00	317,401.00	

BOND DEBT SERVICE

City of Wyoming, Michigan
General Obligation Limited Tax Bonds, Series 2019
Scenario 3 :: Park Improvements | 20 Years | \$4.6 Million Total Par | Level Debt Service
Preliminary, Hypothetical Interest Rates as of September 19, 2018 (Plus 25 bps) | Bank Qualified
Assumes Bond Rating of 'AA'

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2038			6,331.50	6,331.50	
06/30/2038					323,732.50
12/01/2038	315,000	4.020%	6,331.50	321,331.50	
06/30/2039					321,331.50
	4,600,000		1,908,070.75	6,508,070.75	6,508,070.75

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Assumed Dated Date 02/01/2019
 Assumed Delivery Date 02/01/2019

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2019			51,002.50	51,002.50
06/30/2020	170,000	2.100%	151,222.50	321,222.50
06/30/2021	175,000	2.210%	147,503.75	322,503.75
06/30/2022	180,000	2.330%	143,473.00	323,473.00
06/30/2023	185,000	2.440%	139,119.00	324,119.00
06/30/2024	190,000	2.550%	134,439.50	324,439.50
06/30/2025	195,000	2.680%	129,404.00	324,404.00
06/30/2026	200,000	2.820%	123,971.00	323,971.00
06/30/2027	205,000	2.950%	118,127.25	323,127.25
06/30/2028	210,000	3.050%	111,901.00	321,901.00
06/30/2029	220,000	3.250%	105,123.50	325,123.50
06/30/2030	225,000	3.400%	97,723.50	322,723.50
06/30/2031	235,000	3.550%	89,727.25	324,727.25
06/30/2032	240,000	3.670%	81,152.00	321,152.00
06/30/2033	250,000	3.730%	72,085.50	322,085.50
06/30/2034	260,000	3.800%	62,483.00	322,483.00
06/30/2035	270,000	3.850%	52,345.50	322,345.50
06/30/2036	280,000	3.900%	41,688.00	321,688.00
06/30/2037	290,000	3.940%	30,515.00	320,515.00
06/30/2038	305,000	3.980%	18,732.50	323,732.50
06/30/2039	315,000	4.020%	6,331.50	321,331.50
	4,600,000		1,908,070.75	6,508,070.75

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 Assumes Bond Rating of 'AA'

Assumed Dated Date	02/01/2019
Assumed Delivery Date	02/01/2019
Last Maturity	12/01/2038
Arbitrage Yield	3.601150%
Potential True Interest Cost (TIC)	3.601150%
Potential Net Interest Cost (NIC)	3.634882%
NIC w/Interest only	3.634882%
NIC w/Interest & OID	3.634882%
NIC w/Interest, OID & Und. Discount	3.634882%
Potential All-In TIC	3.847319%
Average Coupon	3.634882%
Average Life (years)	11.412
Duration of Issue (years)	9.134
Par Amount	4,600,000.00
Bond Proceeds	4,600,000.00
Total Interest	1,908,070.75
Net Interest	1,908,070.75
Total Debt Service	6,508,070.75
Maximum Annual Debt Service	325,123.50
Average Annual Debt Service	328,138.02

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bonds Through 2038	4,600,000.00	100.000	3.635%	11.412	4,053.35
	4,600,000.00			11.412	4,053.35

	TIC	All-In TIC	Arbitrage Yield
Par Value	4,600,000.00	4,600,000.00	4,600,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-100,000.00	
- Other Amounts			
Target Value	4,600,000.00	4,500,000.00	4,600,000.00
Target Date	02/01/2019	02/01/2019	02/01/2019
Yield	3.601150%	3.847319%	3.601150%

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**CITY COUNCIL
CITY OF WYOMING
(Kent County, Michigan)**

RESOLUTION NO. _____

**RESOLUTION TO PURCHASE, ACQUIRE AND CONSTRUCT CAPITAL
IMPROVEMENTS AND TO PUBLISH NOTICE OF INTENT TO ISSUE
MUNICIPAL SECURITIES**

Minutes of a regular meeting of the City Council of the City of Wyoming, Kent County, Michigan, held in the City Hall, 1155 28th St SW, Wyoming, Michigan, on November 19, 2018, at 7:00 p.m., local time.

PRESENT: Members: _____

ABSENT: Members: _____

The following resolution was offered by Council Member _____,
supported by Council Member _____:

WHEREAS, the City Council deems it to be in the best in interest of the City of Wyoming (the “City”) to plan, design, permit, purchase, acquire, construct and install certain capital improvements, including, but not limited to, improvements to Jackson Park and Gezon Park, which may include, but are not limited to, (i) site preparation, clearing, grubbing, and grading, (ii) parking area and drive area paving, curbs, gutters and drainage, (iii) paved and unpaved trails and walkways, (iv) overlooks and boardwalks in wetland areas, (v) restroom building, picnic and other shelters, dumpster enclosures, and other structures, (vi) splash pads, (vii) electrical, water, sanitary sewer, storm water, and communications improvements, (viii) light fixtures and security devices, (ix) trees, grass, shrubs and other landscaping, (x) fencing and gates, (xi) playground equipment, pads, curbing, kid timbers, and safety surfaces, (xii) athletic and recreational fields and amenities, (xiii) benches, trash containers, bike racks, dog waste bag dispensers, tables, and other amenities, (xiv) wetlands work, (xv) signage, (xvi) any needed environmental assessments and remediation (xvii) as well as all work, improvements and equipment necessary or desired for the improvement of the parks and to pay the costs of issuance of municipal securities (the “Improvements”) for the benefit of the City and to finance the Improvements by the issuance of municipal securities that pledge the City’s limited tax general obligation pursuant to Section 517 of Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”); and

WHEREAS, the City may proceed with the Improvements prior to the issuance of the municipal securities; and

WHEREAS, the City may incur substantial capital expenditures for the Improvements prior to the issuance of the municipal securities and desires to be reimbursed for such expenditures from the proceeds of the municipal securities; and

WHEREAS, pursuant to Section 517 of Act 34, it is necessary to publish a Notice of Intent to Issue Municipal Securities for the Improvements.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council determines to design, purchase, acquire, and construct the Improvements and to pay for the cost through the issuance of one or more series of municipal securities, which pledge the City's limited tax full faith and credit, pursuant to Section 517 of Act 34, in an amount not to exceed \$4,800,000 (the "Municipal Securities").

2. A Notice of Intent to Issue Municipal Securities be published in accordance with Section 517 of Act 34, and the City Clerk is authorized and directed to publish the Notice of Intent to Issue Municipal Securities in the *Grand Rapids Press*, a newspaper of general circulation in the City, determined to be the newspaper reaching the largest number of persons to whom such Notice is directed, which Notice shall be substantially in the form as set forth on Exhibit A attached hereto, with such changes as may be approved by the City Manager, and shall be at least one-quarter (1/4) page size in the newspaper.

3. The City may proceed to acquire and construct the improvements using available funds of the City from the Parks and Recreation Fund, which is a fund for the operations, maintenance, repair and improvement of city parks; the Capital Projects Revolving Fund, a fund established to initially finance costs related to capital projects in the City which is replenished by subsequent payments and fund transfers; the General Fund, a fund for the general operations of the City; and other funds of the City.

4. At such time as the City issues the Municipal Securities for the long-term financing of the Improvements, the City shall be reimbursed for its expenditures for the Improvements out of the proceeds of the Municipal Securities.

5. This resolution and the expression of intent to seek reimbursement from future proceeds of the Municipal Securities is intended to satisfy the requirements of Section 150 of the Internal Revenue Code of 1986, as amended.

6. The firm of Dickinson Wright PLLC is hereby employed as bond counsel to the City to prepare the documents for the issuance of the Municipal Securities for financing acquisition of the Improvements.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

YEAS: Council Members: _____

NAYS: Council Members: _____

ABSTAIN: Council Members: _____

RESOLUTION DECLARED ADOPTED.

Kelli VandenBerg, Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Wyoming, Kent County, Michigan, at a regular meeting held on November 19, 2018, and that the public notice of the meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

Dated: _____, 2018

Kelli VandenBerg, Clerk

EXHIBIT A

[NOTE TO PUBLISHER: PUBLICATION MUST BE ¼ PAGE SIZE]

**NOTICE OF INTENT TO ISSUE MUNICIPAL SECURITIES
TO THE ELECTORS OF THE CITY OF WYOMING**

PLEASE TAKE NOTICE that the City Council of the City of Wyoming (the “City”) intends to issue municipal securities in one or more series, in an amount not to exceed \$4,800,000 (the “Municipal Securities”).

The Municipal Securities shall be issued to pay the cost to plan, design, permit, purchase, acquire, construct and install certain capital improvements, including, but not limited to, improvements to Jackson Park and Gezon Park, which may include, but are not limited to, (i) site preparation, clearing, grubbing, and grading, (ii) parking area and drive area paving, curbs, gutters and drainage, (iii) paved and unpaved trails and walkways, (iv) overlooks and boardwalks in wetland areas, (v) restroom building, picnic and other shelters, dumpster enclosures, and other structures, (vi) splash pads, (vii) electrical, water, sanitary sewer, storm water, and communications improvements, (viii) light fixtures and security devices, (ix) trees, grass, shrubs and other landscaping, (x) fencing and gates, (xi) playground equipment, pads, curbing, kid timbers, and safety surfaces, (xii) athletic and recreational fields and amenities, (xiii) benches, trash containers, bike racks, dog waste bag dispensers, tables, and other amenities, (xiv) wetlands work, (xv) signage, (xvi) any needed environmental assessments and remediation (xvii) as well as all work, improvements and equipment necessary or desired for the improvement of the parks and to pay the costs of issuance of municipal securities (the “Improvements”).

The Municipal Securities of this issue shall mature within the maximum terms permitted by law with interest on the unpaid balance at a rate not to exceed the maximum rate permitted by law. The Municipal Securities shall be issued pursuant to Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”).

SOURCE OF PAYMENT

The principal of and interest on the Municipal Securities will be limited tax full faith and credit general obligations of the City, payable from available funds of the City. Pursuant to this pledge of its limited tax full faith and credit, the City will be obligated to levy such *ad valorem* taxes upon all taxable property in the City as shall be necessary to make the payments of principal and interest on the Municipal Securities, which taxes, however, will be limited by applicable constitutional, statutory, and charter limitations on the taxing power of the City.

RIGHT OF REFERENDUM

The Municipal Securities will be issued without a vote of the electors approving such Municipal Securities, unless, within 45 days from the date of publication of this Notice of Intent, a petition, signed by not less than 10% of the registered electors residing within the limits of the City, shall have been filed with the Clerk of the City, or other recording officer of the City, requesting a referendum upon the question of the issuance of the Municipal Securities. If such a petition is filed, the Municipal Securities shall not be issued until approved by the vote of a majority of the electors of the City qualified to vote and voting thereon at a general or special election.

This notice is published pursuant to the requirements of Section 517 of Act 34.

Kelli VandenBerg, Clerk
City of Wyoming

November 6, 2018

City of Wyoming
1155 28th Street SW
Wyoming, Michigan 49509-0905

Via Electronic Delivery

Ladies and Gentlemen:

We are thankful for the opportunity to serve as bond counsel to the City of Wyoming (the “Issuer”), and we look forward to the opportunity to work with you. The purpose of this letter is to set forth certain matters concerning the services we would perform as bond counsel in connection with the issuance of bonds (the “Bonds”) by the Issuer for the purpose of financing park improvements (the “Project”). We understand that the Bonds are expected to be issued in the estimated principal amount of not to exceed \$4,000,000.

SCOPE OF ENGAGEMENT

In our capacity as bond counsel, we expect to perform the following services:

- (1) Meet with representatives of the Issuer and the Issuer’s consultants with respect to the proposed financing.
- (2) Provide legal advice as to the best method for authorizing, issuing, and delivering the Bonds.
- (3) Analyze the Bonds and the Project for compliance with the requirements of the Internal Revenue Code and applicable Michigan law.
- (4) Prepare and review documents necessary or appropriate to the authorization, issuance, and delivery of the Bonds, including, without limitation, the resolution of the governing body of the Issuer authorizing the issuance of the Bonds and the order of the Issuer approving the sale of the Bonds and all necessary closing documents, and coordinating the authorization and execution of such documents.

November 6, 2018

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(5) Assist the Issuer in seeking from other governmental authorities (including, without limitation, the Michigan Department of Treasury) such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any blue sky filings.

(6) Attend such meetings, conferences, and bond closings as may be required.

(7) Review those portions of the Official Statement for the Bonds or other disclosure document with respect to the Bonds, if any, that describe the legal aspects of the Bonds as identified under a section entitled "Bond Counsel's Responsibility."

(8) Subject to the completion of proceedings to our satisfaction, deliver our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of the interest on the Bonds from gross income for federal and Michigan income tax purposes. Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date that the Bonds are exchanged for their purchase price (the "Closing").

(9) Prepare the closing transcripts for the Bonds.

Our Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those legal services expressly set forth above, which are services traditionally provided by bond counsel. As attorneys, we do not represent ourselves as financial advisors or experts and do not provide advice that is primarily financial in nature, such as advice concerning the financial feasibility of the Project or the financing, recommending a particular structure for the Bonds as being financially advantageous, advice estimating or comparing the relative cost to maturity of the Bonds depending on various interest rate assumptions, or advice regarding the financial aspects of pursuing a competitive sale versus a negotiated sale.

Specifically, among other things, our duties under this letter do not include: (a) handling litigation that may arise with respect to the Bonds; (b) preparing requests for tax rulings from the Internal Revenue Service or no action letters from the Securities and Exchange Commission; (c) preparing blue sky or investment surveys with respect to the Bonds; (d) making an investigation

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or expressing any view as to the creditworthiness of the Issuer or the Bonds; (e) assisting in the preparation or review of any disclosure document with respect to the Bonds, except as provided in (7) above, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document; (f) advice on post-closing tax issues (e.g., our engagement does not include rebate calculations for the Bonds); and (g) addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

FEES

We propose that our fee for performing the services set forth above shall be payable upon the delivery of the Bonds and shall be in the range of the following amounts, which includes our out-of-pocket disbursements for expenses incurred in performing the foregoing services:

For a bond issue from \$3,200,000 to \$3,500,000	\$ 22,500
For a bond issue from \$3,500,000 to \$4,500,000	\$ 25,500
For a bond issue from \$4,500,000 to \$4,800,000	\$ 27,500

Our fee for services is based upon the facts and expectations set forth above, and we reserve the right to fairly and reasonably modify our fee if such facts or expectations significantly change or if the financing experiences any significant delays.

If for any reason the financing represented by the Bonds is not consummated, we will not invoice the Issuer for our fee hereunder, but we will expect to be reimbursed for any invoices we have paid on behalf of the Issuer and out-of-pocket expenses we have incurred.

In addition, if the Issuer requests us to perform additional services beyond those set forth in paragraphs (1) to (9) above, we propose that such work be charged at hourly rates to be agreed upon by the Issuer and the Firm.

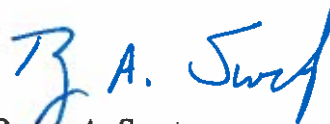
Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon delivery of the Bonds. Nevertheless, subsequent to the Closing, we will mail the Internal Revenue Service Form 8038-G, make the required filing with the Michigan Department of Treasury, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

November 6, 2018
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If our employment on this basis is agreeable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Very truly yours,

DICKINSON WRIGHT PLLC



Roger A. Swets

ACCEPTED:

CITY OF WYOMING

By: _____

Its: _____

Date: _____, 2018

RAS/jlm
Enclosure

GRAPIDS 57721-36 529697v1

Update: Maximum Allowable Headworks Loading (MAHL)

Background:

The MAHL is the amount in pounds of any given pollutant that the treatment plant can receive in one day and completely treat without harming the plant or its receiving stream, the Grand River. It is calculated for each pollutant individually, and is based on what the most limiting factor for that pollutant is.

The factors that can limit the maximum amount of any given pollutant a treatment plant can treat include:

- The treatment plant's capacity for treatable pollutants (e.g., BOD, TSS, FOG, Phos, NH₃)
- The treatment plant's ability to remove non-treatable pollutants (e.g., heavy metals)
- The Grand River's capacity to receive any untreated pollutant
- Biosolids quality
- Sewer worker exposure to the pollutant
- Collection area limitations (e.g., explosive characteristics)

Converting from mass to concentration:

Once the MAHL *mass* is determined for each pollutant, a discharge *concentration* limit is then back-calculated for the sewer collection area. Every user of the sewer must comply with the discharge concentration limits, just like every user of public roads must comply with speed limits.

Legal requirement to re-evaluate:

Every so often, the State of Michigan requires us to re-evaluate our MAHL and thus revise our sewer discharge concentration limits. This current study was required by the plant's National Pollutant Discharge Elimination System (NPDES) permit that expired in 2015, and it satisfies the requirement contained in the current permit that expires in 2020. We are not likely to have to re-evaluate our MAHL until 2022 or thereabouts. The last time our discharge limits were revised was 2011.

Public comment:

The MAHL study itself and the resulting changes to Wyoming's discharge limits are subject to public comment. The public comment period for this study ends Nov 15th.

Re-evaluation of sewer use surcharges:

Surcharges are intended to recover the City's costs in treating high strength wastewater, and apply to the treatable (i.e., compatible) pollutants only. The compatible pollutants are:

- 5-Day Biochemical Oxygen Demand (BOD₅)
- Total Suspended Solids (TSS)
- Total Phosphorus
- Ammonia Nitrogen (NH₃)
- Fats Oils & Grease (FOG)

Because our costs to treat wastewater rise over time, and because the MAHL study results in so much useful data, it presents a good opportunity to assess and revise the surcharge rates we charge industrial sewer users.

Any time an industrial sewer user discharges wastewater that is stronger than residential sewage, that discharge is subject to a surcharge, and the surcharge is based on the mass of the pollutants present. Just like electric bills and gas bills, the more you use the more you pay.

Surcharge thresholds and rates:

The surcharge *threshold* is the discharge concentration above which the surcharge applies. The surcharge *rate* is the amount in dollars per pound charged for discharge of the compatible pollutants. Historically, Wyoming has only assessed surcharges on BOD, TSS, FOG, and Phosphorus. For the first time, however, the MAHL study indicated that Wyoming should also be recovering costs associated with the treatment of ammonia, so a surcharge threshold and rate are being proposed for NH₃ as well. Surcharge rates were last revised in 2010, when a uniform increase of 2.8% was applied.

Table 1 shows how Wyoming's proposed sewer use surcharge thresholds and rates compare to those of other Michigan communities.

Surcharge rate step increases:

Even though surcharge rate increases are justified today, we feel that imposing the entire rate increase all at one time on our industrial users could be a burden. Therefore, we are recommending a phased approach over the next five years. Table 2 shows the step increases in surcharge rates proposed for the next five years. Note that the surcharge rate for FOG is actually decreasing.

We've already met with our biggest surcharge payers and reviewed the five-year phased surcharge approach with them.

Incompatible pollutants:

Incompatible, or toxic, pollutants are also present in wastewater and are so-named because ordinary wastewater treatment plants are not designed to remove them. The MAHL process is the same for toxic pollutants as it is for compatible pollutants. The limiting factor is determined, and then a discharge concentration limit for the collection area is back-calculated from the most limiting mass.

Table 3 shows how these limits will change in Wyoming.

Table 1. Surcharge thresholds and rates on compatible pollutants*.

Community	Plant Capacity (Mgal/day)	BOD ₅		TSS		Phosphorus		NH ₃	
		Threshold (mg/L)	Rate (\$/lb)	Threshold (mg/L)	Rate (\$/lb)	Threshold (mg/L)	Rate (\$/lb)	Threshold (mg/L)	Rate (\$/lb)
Wyoming (Jan 2019)	24	460	0.158	260	0.196	12	1.59	32	0.14
Allendale	2.4	300	0.13	--	--	7	1.52	--	--
Grandville	20	250	0.18	200	0.26	8.5	2.10	30	0.59
Saginaw	32	200	0.14	350	0.12	4	1.02	30	0.41
Muskegon	43	250	0.04	250	0.02	--	--	--	--
Grand Rapids (Jan 2019)	40	250	0.277	250	0.464	15	2.44	38	0.26
Holland	9.5	250	0.368	250	0.18	5	3.39	--	--
Port Huron	10	300	0.142	350	0.154	13	1.29	50	0.52
Genesee Co.	27	250	0.14	300	0.12	20	1.90	20	0.68
Big Rapids	13	220	0.28	209	0.28	4.8	5.76	--	--

*Note that FOG is not included because the most recent Michigan Water Environment Association survey used did not request FOG data.

Table 2. Proposed step increases for surcharge rates.

Pollutant	Threshold mg/L	2019 \$/lb	2020 \$/lb	2021 \$/lb	2022 \$/lb	2023 \$/lb
BOD ₅	460	0.158	0.166	0.174	0.182	0.190
TSS	260	0.196	0.232	0.268	0.304	0.340
Phosphorus	12	1.59	2.38	3.18	3.97	4.76
FOG	91	0.126	0.122	0.118	0.114	0.110
NH ₃	32	0.140	0.280	0.420	0.560	0.700

Table 3. Incompatible pollutant daily max discharge limits, current and proposed.

Pollutant	Daily Max, mg/L (current)	Daily Max, mg/L (proposed)
Arsenic	0.29	0.061
Cadmium	0.094	0.1
Chromium	2.1	2.9
Copper	2.4	2.1
Cyanide	0.18	0.2
Lead	2.5	1.9
Mercury	<0.0002 (non-detect)	<0.0002 (non-detect)
Molybdenum	0.51	0.19
Nickel	1.3	1.2
Selenium	0.33	0.04
Silver	0.37	0.15
Zinc	5.0	4.0
Methylethylketone (MEK)	650	760
4-choloro-3-methyl phenol	0.86	1.0
1,4-dichlorobenzene	0.4	0.48
Bis-2-ethylhexylphthalate	0.16	0.19
Butylbenzylphthalate	6.5	6.4

Pollutant	Daily Max, mg/L (current)	Daily Max, mg/L (proposed)
4-methylphenol	3.1	4.7
Naphthalene	2.0	1.9
Phenol	32	42
Toluene	3.5	3.5

MEMORANDUM

To: Mayor and City Councilmembers
From: Curtis Holt, City Manager
Date: November 6, 2018
Subject: Legal Expense Budget Review and Changes

Recommendation:

I recommend the City Council approve Budget Amendment no. 39 for additional legal expenses. This additional spending authority provides funding for ongoing legal expense related to general City legal work, code enforcement, tax tribunal defense and appraisals.

Sustainability Criteria:

Environmental Responsibility – This financial decision will not significantly impact this criterion.

Social Equity – The City of Wyoming is dedicated to providing the best service to all members of our community. This budget amendment allows the City to continue addressing and updating current contracts, agreements and standards, to adequately defend ongoing tax tribunal appeals and provide code enforcement prosecution. In all cases the Citizens of Wyoming will benefit from equal enforcement of current codes and ordinances in addition to stronger protection of City services and programs.

Economic Strength – The additional costs for this budget amendment are being requested from fund balance. However, at this time we also believe savings exist relative to improved tax tribunal defense, stronger contractual language and review, and easily accessible legal advice on everyday City projects, services and programs. However, at this time we are unable to determine an exact amount of savings in these areas.

Customer Service – Better and more accessible legal advice allows for effective decision making for all services programs and projects resulting in superior customer service. Internal customer service is also positively impacted by faster turnaround time on legal questions, significant municipal legal expertise and knowledge of current State and other programs that impact local government

Discussion:

Upon the retirement of Jack Sluiter as City Attorney, it was recommended that we no longer use contractual services to provide legal assistance, but that we bring legal expertise in-house to provide full time support of City operations. At the time of the change, it was anticipated that in-house legal staff would be able to assist in some of the ongoing prosecution/court legal representation at the Wyoming District Court. Unfortunately, as a result of several legal priorities this change is yet to be realized.

Two notable legal challenges that have been time consuming include the negotiation and ultimate settlement of the Granger/Reserve zoning lawsuit and the appeals with the Michigan Tax Tribunal. Over the first several months of the City Attorney's tenure, over 50% of his time was dedicated to the Granger issue. In addition, during this time we have been more aggressive in our stance regarding property tax values being appealed to the Michigan Tax Tribunal. It has become our belief that in the past we often chose to settle these cases to save attorney and other related costs rather than defending our assessments, which may have also resulted in ongoing lost tax dollars.

In addition to these time consuming issues, the City Attorney has been instrumental in the settlement of the Patterson case, created contracts for small purchases, assisted in the Pinery Park Little League issues, and more. He has also begun reviewing a large number of policies and procedures.

The budget amendment presented includes increasing funds for the contractual services mentioned above, as well as additional funds for office furniture and security changes made to the court building to accommodate the City Attorney's office.

