

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 21, 2019, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Mike Young, Newhall Christian Fellowship Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the October 7, 2019 Regular Meeting and the October 14, 2019 Work Session
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
7:01 p.m. To Consider Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Walther Trowal, LLC
7:02 p.m. To Consider Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for ST Plastics, LLC
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
 1. Lights on Afterschool Day
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**

14) Consent Agenda

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

- a) Of Appreciation to Alex Smart for His Service as a Member of the Planning Commission for the City of Wyoming
- b) To Appoint Sarah R. Chatterley as a Member of the Planning Commission for the City of Wyoming

15) Resolutions

- c) To Approve the Application of Walther Trowal, LLC, 6147 Valduga Drive SW, Wyoming, MI for an Industrial Facilities Exemption Certificate in the City of Wyoming
- d) To Approve the Application of ST Plastics, LLC, 6147 Valduga Drive SW, Wyoming, MI for an Industrial Facilities Exemption Certificate in the City of Wyoming
- e) To Accept Kent County Veterans Treatment Court Funds and to Authorize a Budget Amendment (Budget Amendment No. 32)
- f) To Accept the Kent Area Narcotics Enforcement Team (KANET) Operating Agreement and to Authorize the Mayor and City Clerk to Execute the Agreement
- g) To Establish a Moratorium on Consideration of Applications to Convert Static Billboards to Digital Billboards

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

- h) To Approve Engagement of Integra Realty Resources for Property Tax Appeal Appraisal Services
- i) To Approve Engagement of Value Trends Inc. for Property Tax Appeal Appraisal Services
- j) To Accept a Three-Year Contract with Tax Management Associates to Provide Services Associated with Business Personal Property Tax Administration and to Authorize the Mayor and City Clerk to Execute the Contract
- k) To Authorize Repairs and Restoration of the Gezon Pump Station and to Authorize Payment for Emergency Repairs (Budget Amendment No. 31)
- l) To Award a Quote from HECO, Inc. to Repair a High Service Pump Motor at the Water Treatment Plant and to Authorize the Mayor and City Clerk to Execute the Contract

17) Ordinances

- 18-19 To Amend Chapter 15 of the City Code Entitled “Special Events” and to Repeal Chapter 14, Article V, Division 3, Entitled “Carnivals,” and Chapter 70, Article II, Division 3, Entitled “Block Parties” (First Reading)
- 19-19 To Amend the Wyoming City Code by Adding Subsection (4) to Chapter 30, Article VI, Section 30-203 to Describe an Additional Area for Water Well Restrictions (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

PROCLAMATION

**LIGHTS ON AFTERSCHOOL DAY
October 24, 2019**

WHEREAS, the City of Wyoming is committed to quality afterschool programs and opportunities because they; provide safe, challenging, engaging learning experiences that help our children develop social, emotional, physical and academic skills, and support working families by ensuring their children are safe and productive after school; and

WHEREAS, the City of Wyoming, through its Parks and Recreation Department has provided significant leadership in the area of community involvement in the education and well-being of our youth, grounded in the principle that quality afterschool programs are key to helping our children to become successful adults; and

WHEREAS, the City of Wyoming Parks and Recreation Department's afterschool program, TEAM 21, serves approximately 500 students per day during the school year and provides educational support, fitness activities, leisure and enrichment opportunities which greatly increase the students personal, social and academic skills as well as their self-esteem; and

WHEREAS, Lights On Afterschool, the national celebration of afterschool programs on October 24, promotes the critical importance of quality afterschool programs in the lives of children, their families and their communities; and

NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, Michigan do hereby proclaim October 24, 2019, as

LIGHTS ON AFTERSCHOOL DAY

in the City of Wyoming, I encourage our citizens to engage in innovative afterschool programs and activities that ensure the lights stay on, and the doors stay open for all children after school.

JACK A. POLL, MAYOR
City of Wyoming, Michigan

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO ALEX SMART FOR HIS SERVICE
AS A MEMBER OF THE PLANNING COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Alex Smart has served faithfully and effectively as a member of the Planning Commission since September 6, 2016.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 21, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT SARAH R. CHATTERLEY AS A MEMBER OF THE
PLANNING COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Sarah R. Chatterley has submitted an application requesting appointment to the Planning Commission for the City of Wyoming.
2. A vacancy exists in a regular term ending June 30, 2021 on the Planning Commission.
3. It is the desire of Mayor Jack A. Poll that Sarah R. Chatterley be appointed to fill the regular term on the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Sarah R. Chatterley as a member of the Planning Commission for the City of Wyoming for the regular term ending June 30, 2021.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 21, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION OF
WALTHER TROWAL, LLC, 6147 VALDUGA DRIVE SW, WYOMING, MI
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District 302, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 25987 on February 19, 2018.
2. Walther Trowal, LLC has filed an application for an Industrial Facilities Exemption Certificate under PA 198 of 1974, with respect to modifying their facility located within Industrial Development District 302, with an estimated cost of \$2,268,270.00 for real property to be located at 6147 Valduga Drive SW.
3. Before acting on this application, the City Council held a public hearing on October 21, 2019, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:01 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were afforded an opportunity to be heard on this application.
4. Construction had not begun earlier than six (6) months before August 29, 2019, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.
6. The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting this certificate, will not exceed 5% of an amount equal to the sum of SEV of the unit, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of the City of Wyoming or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The application from Walther Trowal, LLC an Industrial Facilities Exemption Certificate, with respect to respect to a new facility on the following described parcel of real property situated within Industrial Development District 302, to wit:

Address: 6147 Valduga Dr SW

Tax Parcel No.: 41-21-02-600-011

Legal Description:

412102600011 PART OF NWFRL 1/4 COM 2540.08 FT N 88D 39M 11S W ALONG N SEC LINE & 412.50 S 1D 04M 56S W FROM N 1/4 COR TH S 88D 39M 11S E 435.21 FT TH S 1D 20M 49S W 559.15 FT TO NLY LINE OF M-6 TH N 72D 40M 36S W ALONG SD NLY LINE 450.60 FT TO E LINE OF BURLINGAME AVE TH N 1D 04M 56S E ALONG SD E LINE 435.15 FT TO BEG * SEC 2 T5N R12W 4.95 A. SPLIT/COMBINED ON 04/02/2018 FROM 41-21-02-600-008;

be the same as hereby approved.

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 21, 2019.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENT(s): IFT Agreement - Excerpt

Resolution No. _____

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of October 21, 2019 between the City of Wyoming, a Michigan municipal corporation the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and Walther Trowal, LLC, the address of which is 6147 Valduga Dr SW, Wyoming, MI (the “Company”).

RECITALS

- A. Pursuant to 1974 PA 198, as amended, MCL 207.551 *et seq.* (“Act 198”), the City Council may, after a public hearing, approve an application for an industrial facilities exemption certificate.
- B. Act 198 also requires a written agreement between the City and the Company.
- C. This Agreement is intended to ensure that the industrial facilities exemption certificate will result in the employment and tax base enhancements that provided the reasons for the City Council to approve it and that the certificate, once granted, will not impair the soundness of any taxing unit whose tax revenues will be affected by the granting of the certificate.
- D. The Company filed an application for an Industrial Facilities Tax Abatement pursuant to Act 198 a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- E. Following a public hearing on October 21, 2019 the City Council adopted a resolution to approve the issuance of an industrial facilities exemption certificate for a period of twelve (12) years for the property located at 6147 Valduga Dr SW, in the City (the “Site”) conditional upon the parties entering into this Agreement (the “Tax Abatement”).
- F. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the Tax Abatement.

TERMS AND CONDITIONS

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

- 1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$2,268,720.00 in improvements to its property in the City and that at least four new job(s) will be created at the Site and at least twelve jobs will be retained at the Site as a result of that investment. The Company further pledges that those improvements will remain in place at the Site or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Tax Abatement and the jobs created and maintained will remain at the Site for at least 2 years after the expiration of the term of the Tax Abatement.
- 2. The City is relying upon, and the Company agrees the City may rely upon, the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted, and each December 31 thereafter the Company shall submit a letter to the City, stating:
 - (a) The number of new jobs projected in the Application to be created and retained at the Site upon the project’s completion and the actual number of new jobs created and retained at the Site.
 - (b) The number of employees at the Site at the time of the Application and the current number of employees at the Site.
 - (c) The estimated project cost stated in the Application and the actual project cost.
- 4. Upon receipt of the letter provided for in the preceding paragraph:

(a) The City may either:

(1) Apply the criteria in the City's Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Tax Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels at the Site and project costs as stated in the letter, or

(2) If the number of new jobs at the Site or the cost of the project is substantially below that stated in the Application, the City Council may recommend revocation of the Tax Abatement.

(b) The City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Tax Abatement if:

(1) The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or

(2) Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made Application.

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

5. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Tax Abatement as granted.

(a) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations at the Site, or the City determines that the Company has discontinued or substantially curtailed its operations at the Site, or the company no longer employs at the Site the number of employees represented in the Application and in this Agreement:

(1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and

(2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.

(b) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the Company contends in any appeal taxable value of its property at the Site should be less the Company's cost to acquire the property and construct and install the project plus the value of the property prior to undertaking the project, as reflected in the Application, any certification made by the Company under Act 198, any letters filed with the City pursuant to this Agreement, or any other statements made by or on behalf of the Company in applying for or complying with the terms of the Tax Abatement and this Agreement:

(1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and

(2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.

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

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

(2) The Company has substantially complied with all requirements of this Agreement, such that the Company's failure to comply fully with all requirements was neither willful nor

intentional, and the City has reasonably received the benefits anticipated from granting the Tax Abatement.

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

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

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

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

CITY OF WYOMING

WALTHER TROWAL, LLC

By: _____
Jack A. Poll, Mayor

By: _____
_____, _____

By: _____
Kelli A. VandenBerg, City Clerk

By: _____
_____, _____

Date signed: _____

Date signed: _____

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION OF
ST PLASTICS, LLC, 6147 VALDUGA DRIVE SW, WYOMING, MI
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District 302, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 25987 on February 19, 2018.
2. ST Plastics, LLC has filed an application for an Industrial Facilities Exemption Certificate under PA 198 of 1974, with respect to modifying their facility located within Industrial Development District 302, with an estimated cost of \$2,664,705.00 for real property to be located at 6147 Valduga Drive SW.
3. Before acting on this application, the City Council held a public hearing on October 21, 2019, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:02 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were afforded an opportunity to be heard on this application.
4. Construction had not begun earlier than six (6) months before August 21, 2019, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.
6. The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting this certificate, will not exceed 5% of an amount equal to the sum of SEV of the unit, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of the City of Wyoming or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The application from ST Plastics, LLC an Industrial Facilities Exemption Certificate, with respect to a new facility on the following described parcel of real property situated within Industrial Development District 197, to wit:

Address: 6147 Valduga Dr SW, Wyoming

Tax Parcel No.: 41-21-02-600-001

Legal Description:

412102600011 PART OF NWFRL 1/4 COM 2540.08 FT N 88D 39M 11S W ALONG N SEC LINE & 412.50 S 1D 04M 56S W FROM N 1/4 COR TH S 88D 39M 11S E 435.21 FT TH S 1D 20M 49S W 559.15 FT TO NLY LINE OF M-6 TH N 72D 40M 36S W ALONG SD NLY LINE 450.60 FT TO E LINE OF BURLINGAME AVE TH N 1D 04M 56S E ALONG SD E LINE 435.15 FT TO BEG * SEC 2 T5N R12W 4.95 A. SPLIT/COMBINED ON 04/02/2018 FROM 41-21-02-600-008;

be the same as hereby approved.

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 21, 2019.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENT(s): IFT Agreement - Excerpt

Resolution No. _____

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of October 21, 2019 between the City of Wyoming, a Michigan municipal corporation the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and ST Plastics, LLC, the address of which is 6147 Valduga Dr SW, Wyoming, MI (the “Company”).

RECITALS

- A. Pursuant to 1974 PA 198, as amended, MCL 207.551 *et seq.* (“Act 198”), the City Council may, after a public hearing, approve an application for an industrial facilities exemption certificate.
- B. Act 198 also requires a written agreement between the City and the Company.
- C. This Agreement is intended to ensure that the industrial facilities exemption certificate will result in the employment and tax base enhancements that provided the reasons for the City Council to approve it and that the certificate, once granted, will not impair the soundness of any taxing unit whose tax revenues will be affected by the granting of the certificate.
- D. The Company filed an application for an Industrial Facilities Tax Abatement pursuant to Act 198 a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- E. Following a public hearing on October 21, 2019 the City Council adopted a resolution to approve the issuance of an industrial facilities exemption certificate for a period of twelve (12) years for the property located at 6147 Valduga Dr SW, in the City (the “Site”) conditional upon the parties entering into this Agreement (the “Tax Abatement”).
- F. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the Tax Abatement.

TERMS AND CONDITIONS

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

- 1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$2,644,705.00 in improvements to its property in the City and that at least 8-12 new job(s) will be created at the Site and at least 3 jobs will be retained at the Site as a result of that investment. The Company further pledges that those improvements will remain in place at the Site or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Tax Abatement and the jobs created and maintained will remain at the Site for at least 2 years after the expiration of the term of the Tax Abatement.
- 2. The City is relying upon, and the Company agrees the City may rely upon, the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted, and each December 31 thereafter the Company shall submit a letter to the City, stating:
 - (a) The number of new jobs projected in the Application to be created and retained at the Site upon the project’s completion and the actual number of new jobs created and retained at the Site.
 - (b) The number of employees at the Site at the time of the Application and the current number of employees at the Site.
 - (c) The estimated project cost stated in the Application and the actual project cost.
- 4. Upon receipt of the letter provided for in the preceding paragraph:

(a) The City may either:

(1) Apply the criteria in the City's Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Tax Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels at the Site and project costs as stated in the letter, or

(2) If the number of new jobs at the Site or the cost of the project is substantially below that stated in the Application, the City Council may recommend revocation of the Tax Abatement.

(b) The City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Tax Abatement if:

(1) The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or

(2) Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made Application.

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

5. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Tax Abatement as granted.

(a) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations at the Site, or the City determines that the Company has discontinued or substantially curtailed its operations at the Site, or the company no longer employs at the Site the number of employees represented in the Application and in this Agreement:

(1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and

(2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.

(b) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the Company contends in any appeal taxable value of its property at the Site should be less the Company's cost to acquire the property and construct and install the project plus the value of the property prior to undertaking the project, as reflected in the Application, any certification made by the Company under Act 198, any letters filed with the City pursuant to this Agreement, or any other statements made by or on behalf of the Company in applying for or complying with the terms of the Tax Abatement and this Agreement:

(1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and

(2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.

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

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

(2) The Company has substantially complied with all requirements of this Agreement, such that the Company's failure to comply fully with all requirements was neither willful nor

intentional, and the City has reasonably received the benefits anticipated from granting the Tax Abatement.

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

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

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

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

CITY OF WYOMING

ST PLASTICS, LLC

By: _____
Jack A. Poll, Mayor

By: _____
_____, _____

By: _____
Kelli A. VandenBerg, City Clerk

By: _____
_____, _____

Date signed: _____

Date signed: _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT
KENT COUNTY VETERANS TREATMENT COURT FUNDS
AND TO AUTHORIZE A BUDGET AMENDMENT

WHEREAS:

1. The 62-A District Court applied for an additional Michigan Veterans Treatment Court grant in the amount of \$81,000 that will be used toward the administration, supervision and treatment of veterans that involved themselves in the criminal justice system.
2. The City of Wyoming would accept \$81,000 in funds for the administration, supervision and treatment of veterans selected as participants of the Veterans Treatment Court.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the funds of \$81,000 from the Michigan Veterans Treatment Court Grant.
2. That Court Administrator Christopher Kittmann serve as the Program Director responsible for the 62-A District Court yearly status reports to be submitted to the State Court Administrators Office.
3. The Wyoming City Council hereby authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 21, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Grant Award Letter

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT


Date: October 21, 2019


Budget Amendment No. 032

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$81,000.00 of budgetary authority for expenses related to the Veteran's Treatment Court and recognize the associated grant revenue from the State of Michigan as per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
State Grants - State/County Misc Grant Reimbursement (Project: Court MI Veteran)				
101-540.001	15,324.34	81,000.00		96,324.34
District Court - District Court Probation - Temp Salaries (Project: Court MI Veteran)				
101-136-15100-707.000	49,096.03	81,000.00		130,096.03
Fund Balance/Working Capital (Fund 101)		-	-	

Recommended: 
Finance Director


Deputy City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2019-2020 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STATE OF MICHIGAN



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

PABLO CORTES
CHIEF JUDGE

STEVEN M. TIMMERS
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN
COURT ADMINISTRATOR

JANE LIND
DEPUTY COURT ADMINISTRATOR

MEMORANDUM – STAFF REPORT

October 15, 2019

To: Wyoming City Council Members
From: Christopher Kittmann, Court Administrator

RE: Veterans Treatment Court – Michigan Veterans Treatment Court Grant

Recommendation:

It is recommended that the City Council accept the amount of \$81,000 from the Michigan Veterans Treatment Court Grant that will be used toward the administration, supervision and treatment of veterans enrolled in the Kent County Veterans Treatment Court administered by the 62-A District Court [City of Wyoming], at the direction of Judge Pablo Cortes.

Overview of Program:

The Council is familiar with the Veterans Treatment Court as it has been in operation for nearly six years. The Council remains extremely supportive of the program since its inception. The program continues to grow at a steady pace with an anticipated caseload of 35 veterans within the next several months. This is the only such program in Kent County. The program is financially supported via a State Court Administrators Office grant, Kent County Veterans Affairs Office, with additional funds coming from the Friends of the Kent County Veterans Treatment Court.

As the Council is already aware, the mission of the Veterans Treatment Court is to have a coordinated community response through collaboration with the veteran's service delivery system and the Criminal Justice System.

The City of Wyoming will incur no costs as a result of these funds being accepted.

Budget Amendment:

The attached budget amendment has been prepared by the Finance Department.



Michigan Supreme Court

State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
Phone (517) 373-0128

Dawn A. Monk
Chief Operating Officer

October 7, 2019

Honorable Pablo Cortes, Chief Judge/Veterans Treatment Court Judge
62A District Court
Wyoming Justice Center
2650 DeHoop Ave., SW
Wyoming, MI 49509

Re: FY 2020 Michigan Veterans Treatment Court Grant Program Award Notification
Kent County Regional Veterans Treatment Court
62A District Court — Veterans Treatment Court
UI: U30018

Dear Chief Judge Cortes:

I am pleased to inform you that your court has been awarded a grant in the amount of \$81,000 from the Michigan Veterans Treatment Court Grant Program administered by the State Court Administrative Office. This award is for the grant period October 1, 2019, through September 30, 2020. This notification was delayed due to the late passage of the FY 2020 Judiciary budget.

Your court's fiscal year 2020 contract will be e-mailed from DocuSign to your project director, Anthony Torres. Instructions for using DocuSign will be sent to both the Project Director and Authorizing Official listed in your fiscal year 2020 grant application. Signed contracts are due December 13, 2019.

The budget, based on your court's actual award, should be updated in WebGrants by November 1, 2019. Instructions for revising your budget are attached to the message your project director will receive from WebGrants.

If you have any questions about the grant or need assistance regarding best practices, please contact Andrew Smith at 517-373-0954 or at smitha@courts.mi.gov. For assistance in publicizing the success of your court, please contact John Nevin at 517-373-0129 or nevinj@courts.mi.gov.

October 7, 2019

Page Two

Finally, you should know that the Michigan Supreme Court appreciates your effort and passion presiding over these life-saving courts. You and your treatment court team are to be commended for making a difference in so many lives.

Sincerely,

A handwritten signature in black ink that reads "Dawn Monk". The signature is written in a cursive, slightly slanted style.

Dawn A. Monk

cc: Andrew Smith, Problem-Solving Courts Manager
Jill M. Booth, Regional Administrator
Christopher Kittmann, Court Administrator
Anthony Torres, Project Director

RESOLUTION NO. _____

RESOLUTION TO ACCEPT THE KENT AREA NARCOTICS ENFORCEMENT TEAM (KANET)
OPERATING AGREEMENT AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE THE AGREEMENT

WHEREAS:

1. The Department of Public Safety participates on a multi-jurisdictional law enforcement team known as the Kent Area Narcotics Enforcement Team (KANET) that investigates drug and vice-related crime in our community.
2. That team, supervised by the Kent County Sheriff's Department, is governed by an agreement which specifies the responsibilities of each participating agency and identifies how forfeiture dollars are dispersed amongst the participants.
3. It is recommended that the City Council accept the agreement.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 21, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
KANET Agreement

Resolution No. _____

STAFF REPORT

Date: October 15, 2019

Subject: Kent Area Narcotics Enforcement Team (KANET)

From: Kimberly S. Koster, Director of Public Safety

Meeting Date: October 21, 2019

RECOMMENDATION:

It is recommended that City Council authorize the Mayor and City Clerk to sign the Kent Area Narcotics Enforcement Team (KANET) Operating Agreement.

COMMUNITY, SAFETY, STEWARDSHIP:

The Kent Area Narcotics Team (KANET) is a multi-jurisdictional enforcement team that investigates vice related crimes including drugs, gambling, sex-trafficking, and alcohol violations. The team is made up of detectives from Grandville, Walker, East Grand Rapids and Wyoming. We currently have one detective assigned to the team. Because vice crimes often cross jurisdictional boundaries, combining our talent and resources with other agencies allows us to be more effective at locating, identifying and apprehending those individuals who may be conducting this type of criminal activity in our city.

DISCUSSION:

KANET is an important part our overall strategy to reduce drug and other vice-related crimes. By signing the attached agreement, we agree to work cooperatively with our partners in order to accomplish mutual goals. The agreement outlines the specific responsibilities of the agencies involved and identifies how the property and dollars that are forfeited through the court system will be dispersed amongst the participants.

BUDGET IMPACT:

Any proceeds that are associated with narcotic criminal activity are seized and given due process within the court system. Those assets which are ultimately ordered forfeited, are used in accordance with state law, which primarily enhances and supports narcotics enforcement. In 2018, the Wyoming Department of Public Safety received \$36,422.96 in forfeiture funds.

Kent Area Narcotics Enforcement Team (KANET) Operating Agreement

THIS AGREEMENT is entered into by and between the police agencies of the following jurisdictions: Kent County, City of Grandville, City of Walker, City of East Grand Rapids, and City of Wyoming.

The parties hereto agree as follows:

Section I Purpose.

KANET is established to create a cooperative effort among the above listed agencies for the enforcement of Michigan's controlled substance laws and the investigation of associated criminal activity relating to traditional "vice" crimes.

Section II Responsibilities.

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

The Kent County Sheriff's Office (KCSO) shall provide for the following:

- A building where offices for KANET can be operationalized.
- Supervisory accountability in the form of a sergeant and/or lieutenant. These supervisors are responsible for the daily operation of KANET and the reporting of necessary information to participating agencies.
- More than one assigned KANET detective.
- One KCSO vice detective assigned to the Drug Enforcement Administration (DEA) Task Force. The DEA assignment will serve as liaison for all major investigations initiated by KANET. Any DEA task force forfeiture related funds shared to any participating agency due to the KCSO involvement in the task force shall be shared with KCSO to be included in the yearly KANET total funds.
- Ancillary services including but not limited to the Scientific Support Unit evidence lockers and storage, surveillance hardware, reporting mechanisms, record storage, along with additional detective personnel as available in the case of complex search warrants.

The Grandville Police Department (GPD), Walker Police Department (WPD), East Grand Rapids Department of Public Safety (EGRDPS), and the Wyoming Police Department (WYPD) are responsible for the assignment of one officer each to KANET. The officers assigned to KANET by those departments shall remain employees of their respective departments at all times and for all purposes.

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

respective employees. Formal discipline will be the responsibility of the agency for which an employee works.

Each party shall indemnify and defend the other parties, their officials, offices, agents, employees and assigns, from and against all loss, damage or injury, and reasonable costs and expenses, including attorney fees and costs of any suit related thereto, arising from bodily injury or death of any person, or property damage incurred, resulting from negligent acts or omissions or willful misconduct of the indemnifying parties, their subcontractors, or anyone directly or indirectly employed by them, associated with their performance hereunder.

Section III Deputation.

All police officers assigned to KANET shall be appointed as deputy sheriffs by the Kent County Sheriff and shall possess all of the law enforcement power of a deputy sheriff for the term of their assignment.

Section IV News Releases.

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

Section V Informants.

Informant procedures to be utilized by all KANET personnel are listed in the KCSO Policy and Procedure Manual as identified in Section 10.4. Review of this document can be accessed by any participating agency upon request to the KANET supervisor.

Section VI News Reports.

All original reports involving drug cases, regardless of jurisdiction, will be maintained by the KCSO. All agencies will have equal access to these reports and any supplemental reports.

Section VII Fund Control.

State funds received by KANET shall be deposited in an account established by the County of Kent and will be distributed yearly according to law and this agreement. Federal funds, due to a change in the July 2018 release of the Guide to Equitable Sharing for State and Local Law Enforcement Agencies, shall be sent directly from the federal government to each agency.

Section VIII Agencies Requesting Membership.

Any law enforcement agency requesting membership in this agreement must minimally contribute one vice detective to KANET. If any additional law enforcement agencies (other than KCSO, GPD, WPD, EGRDPS, and WYPD) seek to participate in KANET, this agreement shall be amended to address any relevant issues including the distribution of forfeiture funds if the agency is added in the middle of the year.

Section IX Forfeiture.

The KCSO shall be responsible for the initiation and coordination of forfeitures in accordance with state and/or federal laws. Seized state property in turn will be compiled and documented by the KCSO regarding such information as:

- Number of state forfeiture proceedings instituted, concluded, and pending during the course of a calendar year.
- An inventory of all property and state monies received with current totals and time periods.
- These reports will be prepared by the KCSO and provided with the final disbursement with a mid-year update to participating agencies (or upon the reasonable request of any participating agency).

Section X Jurisdictional Drug Related Forfeitures.

All state seized drug related forfeited assets originating from or generated by any participating agencies shall be added to the yearly total funds pre-split amount.

Section XI Converting Seized Property.

Should a KANET participant request a seized vehicle or property for purposes of exclusive individual departmental use consistent with state law forfeiture regulations, the following procedure will apply:

A bona fide appraisal will be used to arrive at a specific value for non-vehicular items. The value for the item will be the appraised value and the appraisal will be paid for by the requesting agency (it will be the option of the requesting agency to accept or reject the purchase of said item). When determining the value of a seized vehicle, the average between the retail and wholesale (private party value) as indicated in a current year edition of Kelly Blue Book will be used. This value will be added to the total funds (pre-split) and will be subtracted from the requesting agency's final split and disbursed according to Section XII.

Seized property used by KANET will meet the criteria consistent with state law forfeiture regulations. All KANET forfeitures kept for team use shall be indicated as such on property receipts and upon completion of use such property shall be sold with the resulting monies transferred to 'Total Funds'.

Section XII Forfeiture Disbursement.

KANET State forfeiture proceeds shall be shared among agencies with the formula for disbursement as follows:

Total Funds (Pre-Split)

1. Sale of all seized and forfeited property
2. Monies from all state seizures and forfeitures

Deduct From Total Funds (Pre-Split)

1. KANET secretary (wages and fringe benefits)
2. Impound fees for seized vehicles relating to KANET
3. Training funds for KANET
4. KANET Canine and Handler provisions
5. Miscellaneous KANET Legal Fees
6. Buy/Informant money
7. 5% of total funds to KCSO for oversight, facilities, support staff, command staff
8. Operation and maintenance of buy cars for use by KANET
9. Any future expenditure agreed upon by participating agencies

Final Disbursement of State Forfeitures

KANET expenditures will be subtracted from the total funds. The remaining amount will be divided by the number of officers on the team, which will yield an amount per officer (unit amount). The number of officers per agency times the unit amount will determine each agency's total split. This process shall be computed annually with the distribution of the funds being completed within sixty (60) days of the completion of the Kent County fiscal year.

Presently, the KCSO has five detectives assigned to KANET including the team sergeant and the detective assigned to the DEA team for purposes of the split. The Captain of the Detective Bureau and the Lieutenant of the Vice Team are not considered as units for the split, unless there is no sergeant assigned to the team and the lieutenant is responsible for supervision of the team.

WPD, GPD, EGRDPS, and WYPD each contribute one detective to KANET.

Disbursement of Federal Forfeitures

The KANET detective assigned to the DEA Task Force shall provide all necessary information and assist each participating agency in completing federal forms. A copy of Addendum A, which specifies the share percentages for each participating agency, can be amended at any time by KCSO with approval from all participating agency Chiefs, or designee.

Section XIV Agencies Leaving KANET. (State forfeitures only)

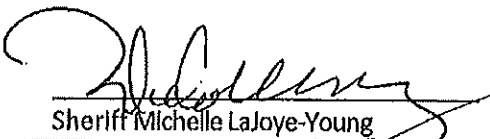

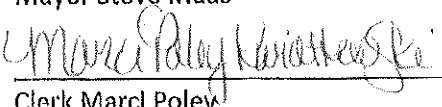
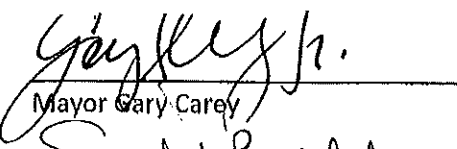
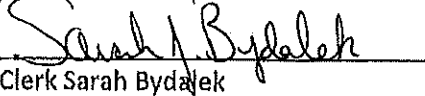
Any agency choosing to withdraw from KANET will be given their fair share of state forfeitures on a pro-rated basis. A withdrawing agency's pro-rata share of state forfeiture proceeds shall be paid at the time of final disbursement at the end of the calendar year in which the withdrawal occurs pursuant to Section XII above. A withdrawing agency's pro-rata share of state forfeiture proceeds shall be calculated by multiplying its share of the proceeds that would have applied without the withdrawal (based on the number of officers as provided in Section XII) by a fraction of the numerator of which is the number of days from January 1 through the date of the agency's withdrawal and the denominator which is 365.

Any equipment purchased by KANET pre-split funds shall remain with KANET should an agency decide to terminate participation under this agreement. Any relevant issues relating to withdrawal shall be addressed by the membership upon notice of the withdrawing agency. Participating agencies agree to provide 30 days' notice of withdrawal from KANET.

Section XV Governmental Immunity.

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

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

Agency	Signature	Date
Kent County Sheriff Department	 _____ Sheriff Michelle LaJoye-Young	<u>9.23.19</u>
City of Grandville	 _____ Mayor Steve Maas	<u>10-24-19</u>
	 _____ Clerk Marci Poley	<u>10-14-2019</u>
City of Walker	 _____ Mayor Gary Carey	<u>10-5-19</u>
	 _____ Clerk Sarah Bydalek	<u>10-2-19</u>

City of East Grand Rapids

Mayor Amna Seibold

Clerk Karen Brower

City of Wyoming

Mayor Jack Poll

Clerk Kelli Vandenberg

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH A MORATORIUM ON CONSIDERATION OF
APPLICATIONS TO CONVERT STATIC BILLBOARDS TO DIGITAL BILLBOARDS

WHEREAS:

1. Section 90-709 of the Code of Ordinances, City of Wyoming was recently amended to allow for conversion of static billboards to digital billboards.
2. The *Proposed Distance Between Signs* graphic which was intended to be integrated into the zoning code was inadvertently left out of the adopted ordinance.
3. City staff believes modifying the text to provide clarity on the treatment of non-conforming signs and distance requirements as well as the incorporation of the intended distance graphic will better ensure the code will be applied in a consistent manner to guarantee fair processing of permits.
4. It is important to avoid consideration of applications for modifying existing billboards during the time in which the additional amendment is being drafted, proposed, considered, and adopted.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council imposes a moratorium on the acceptance, consideration or approval of any application to convert an existing static billboard to a digital billboard after the effective date of the moratorium. During this moratorium, City officers, employees, boards and commissions are directed not to (i) process, consider, approve, or issue any approval for an application for conversion of any existing billboard to a digital billboard that is filed during the moratorium or, (ii) accept any new application for converting an existing billboard to a digital billboard.
2. This moratorium is immediately effective and, unless terminated earlier or extended by another resolution of the City Council, it will expire on January 31, 2020.
3. All resolutions and parts of resolutions are, to the extent any conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 21, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Graphic

STAFF REPORT

Date: October 16, 2019

Subject: Recommendation to place a 90-day moratorium on granting of Billboard conversion permits

From: Nicole Hofert, City Planner

Cc: Rebecca Rynbrandt, Director of Community Services
Dave Rupert, Building Inspections Supervisor
Scott Smith, City Attorney

Meeting Date: October 21, 2019

RECOMMENDATION:

To protect the integrity of the recently approved Off-Premises Advertising Signs ordinance (Section 90-709) and ensure fair processing of permits, staff requests that City Council place a temporary moratorium on the granting of billboard conversion permits so that the necessary text amendment and graphic insertion can be reviewed by Planning Commission and approved by City Council.

COMMUNITY, SAFETY, STEWARDSHIP:

The zoning code provides a unified vision for a community and regulations that help to achieve the vision and provide safe environments for our residents.

DISCUSSION:

In a recent review of the billboard ordinance adopted on July 15, 2019 staff discovered that the graphics presented to the Planning Commission, City Council, and community were inadvertently left out of the final adopted ordinance. The graphic (Proposed Distance Requirements Between Signs), a key companion product in the billboard review and presentation process, was intended to be integrated into the zoning code.

Additionally, during this review staff also found that the text related to the treatment of non-conforming signs and distance requirements is not at the clarity desired to ensure consistency in its application and to guarantee fair processing of billboard conversion permits. The limited time moratorium allows staff to process the text amendments to better ensure clarity on the eligibility of non-conforming signs to be converted from static to digital heads.

BUDGET IMPACT:

The moratorium will not have an impact on the city's budget.

###

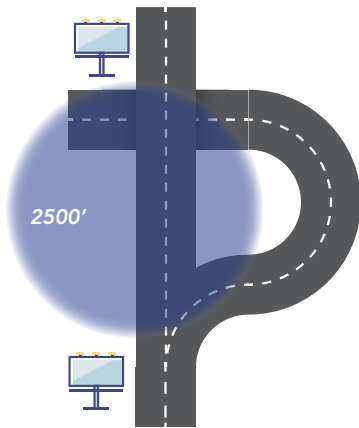
Proposed Distance Requirements Between Signs



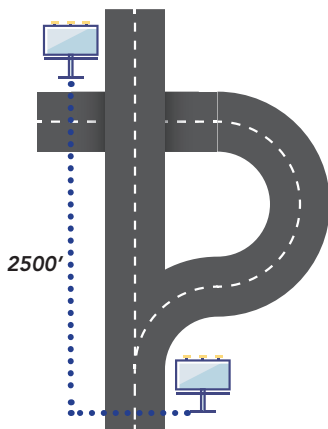
Digital Billboard



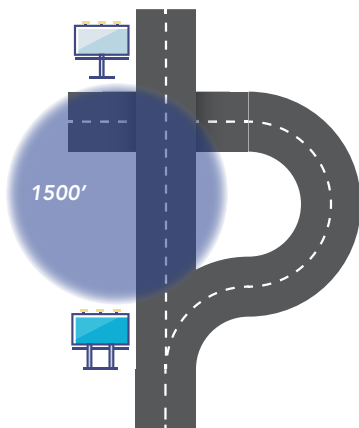
Static Billboard



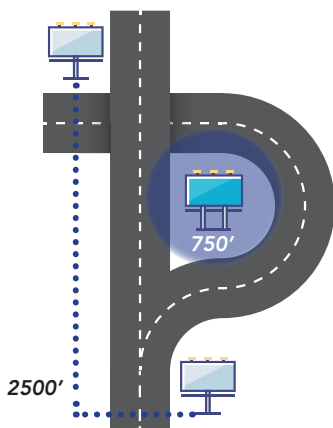
Digital billboards must be a minimum of 2500' apart when on the same side of the road



Digital billboards must be a minimum of 2500' apart when on opposite sides of the road and facing the same direction



A digital billboard must be a minimum of 1500' apart from a static billboard when on the same side of the road and facing the same direction



A static billboard must be a minimum of 750' apart from all other billboards in all directions when on the opposite side of the road facing a different direction

RESOLUTION NO. _____

RESOLUTION TO APPROVE ENGAGEMENT OF INTEGRA REALTY
RESOURCES FOR PROPERTY TAX APPEAL APPRAISAL SERVICES

WHEREAS:

1. Wal-Mart Real Estate Business Trust appealed to the Michigan Tax Tribunal (MTT) the 2019 taxable value for the Walmart store property at 325 54th Street SW in the City.
2. Fair property taxation requires taxable values to be in appropriate relation to the true cash value of the property subject to constitutional and statutory limitations.
3. The City Assessor and City Attorney recommend engaging an appraiser to determine the true cash value of the property before the valuation disclosure exchange date set by the MTT.
4. Bill Miller of Integra Realty Resources - Chicago has provided appraisal services for other property tax appeals and was recommended by others for appraisal services related to big box stores.
5. Integra Realty Resources - Chicago submitted a proposal to provide appraisal services related to the Wal-Mart Real Estate Business Trust tax appeal.
6. Funds in the Assessing-Professional Services fund – 101-209-200900-801.000 – are sufficient to pay the anticipated costs.

NOW, THEREFORE, BE IT RESOLVED:

1. The Appraisal Services Contract with Integra Realty Resources - Chicago to provide an appraisal report for the 2019 tax year for an estimated \$15,000 plus expenses, to provide other consulting services, and to prepare for and testify as needed, at the rate of \$300 per hour is approved and the Mayor and City Clerk are authorized and directed to sign it on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent that they conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 21, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Appraisal Services Contract

Resolution No. _____

STAFF REPORT

Date: October 16, 2019
Subject: Appraisal contract for Walmart property tax appeal
From: Scott Smith, City Attorney
Meeting Date: October 21, 2019

BACKGROUND:

Wal-Mart Real Estate Business Trust, the owner of the Walmart store property on 54th Street in the city, filed a 2019 property tax appeal with the Michigan Tax Tribunal. The valuation exchange date is February 3, 2020. Walmart's legal counsel represents many big box stores in property tax appeals and has relied on a "dark stores" approach in its valuation.

To adequately defend this appeal and protect its assessments of other big box stores, the city will need an experienced valuation expert familiar with the dark stores approach. Bill Miller of Integra Realty Resources – Chicago has worked with assessing units in Michigan and other states on such matters. Services will include consultation, preparation of an appraisal report, and preparing for and testifying at the MTT hearing.

RECOMMENDATION:

Adopt the Resolution Approving Engagement of Integra Realty Resources for Property Tax Appeal Appraisal Services.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Defense of the tax appeal will help the city to ensure property tax assessments are fair for all.

Safety – The resolution will have no impact on safety.

Stewardship – Defense of the tax appeal preserves the property tax base for the city and other property taxing units.

BUDGET IMPACT:

The Assessor's professional services fund has adequate funds to pay for the appraisal services.

APPRAISAL SERVICES CONTRACT

This Appraisal Services Contract is made as of October 22, 2019 (the "**Effective Date**") between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 49509 (the "**City**") and Integra Realty Resources – Chicago, 400 E Randolph St, Ste 715, Chicago, IL 60601, a part of Integra Realty Resources, Inc. a Delaware corporation, 7800 East Union Ave, Ste 400, Denver, CO 80237 ("**Professional**").

RECITALS

A. Professional submitted a proposal, a copy of which is attached as Exhibit A (the "**Proposal**") to provide services consisting of providing an appraisal report for the Walmart store and property at 325 54th St SW, Wyoming, MI 49548, PP# 41-17-36-201-038 for the Michigan Tax Tribunal case, Wal-Mart Real Estate Business Trust v City of Wyoming, MOAHR Docket # 19-001080, together with related consulting services, hearing preparation services, and hearing testimony in accordance with the Proposal and this Contract (the "**Services**").

B. City wishes to engage Professional to provide the Services as provided in this Contract.

TERMS AND CONDITIONS

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

1. Services. The Professional will perform the Services and will provide all qualified personnel, supplies and tools needed to perform them. Professional will perform its services under this Contract consistent with the standard of practice and care of other professionals performing similar services in Michigan.

2. Payment. The City will pay the Professional in accordance with the Proposal at the rate of \$300.00 per hour for the appraisal report, consulting services, hearing preparation services, hearing testimony and other services to be provided by William H. Miller of the Professional's staff and at the standard hourly rate for other members of Professional's staff who may, from time-to-time perform services related to those services to be provided by Mr. Miller. The City will, on a timely basis, provide City information so the Professional can perform the Services. It is estimated the appraisal report will cost approximately \$15,000 plus travel and other expenses reasonably needed to prepare the appraisal report in accordance with applicable professional standards. If it appears to Professional that fees for preparing the appraisal report will exceed \$15,000, Professional will promptly notify the City Attorney with an estimate of additional fees so appropriate budgetary and other adjustments can be made. Travel expenses will be estimated, and the estimate will be approved by the City Attorney before they are incurred.

A. The City will pay Professional a retainer of \$9,000 to be applied against any invoices for Professional's services. Remaining amounts due for the appraisal report will be paid within 30 days after the receipt of the final appraisal report. Amounts to be paid for services provided after completion of the appraisal report, including for consultation, hearing preparation, hearing testimony and other professional services to be provided by Mr. Miller shall be invoiced on a monthly basis for services provided the preceding month. All invoiced amounts shall be paid within 30 days of the City's receipt of the invoice. Professional must return to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form before starting work under this Contract.

B. Professional will provide drafts of portions of the appraisal report as they are completed with a complete draft provided not later than January 24, 2020, to allow the City Assessor and City Attorney an opportunity to review it for errors, omissions and clarity but not for review of Professional's conclusions as to the value of the subject property.

3. Legal Compliance. Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials or courts of competent jurisdiction.

4. Qualifications. Professional represents and promises that:

A. Professional and Professional's personnel (as defined below) providing the Services have and will maintain (i) all licenses, registrations, certifications, memberships, and other approvals needed to perform such services in Michigan and (ii) the experience and other qualifications stated on Professional's website.

B. Neither Professional nor its owners, officers, shareholders, key employees, directors or members ("**Professional's personnel**"): (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or had a judgment against them for fraud or a criminal offense related to obtaining, attempting to obtain, or performing a public transaction or contract; violated federal or state antitrust statutes or embezzlement, theft, forgery, bribery, falsification or destruction of records, or made false statements, or received stolen property; (iii) are presently indicted for or otherwise criminally charged with any offenses stated in this certification; or (iv) had within 3-years preceding this Contract any public transaction terminated for cause or default.

C. Professional is not on and will remain off the Federal Excluded Parties List ("EPLS").

D. Professional is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

5. Diversity and Inclusion. Professional will not discriminate against an employee or applicant for employment in hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or another reason prohibited by law.

6. Ethical Standards. Professional (including Professional's personnel, and any parent, affiliate, or subsidiary) has not engaged in and will refrain from: (i) having an interest conflicting with this Contract; (ii) conduct creating an appearance of impropriety with respect to this Contract's award or performance; (iii) attempting or appearing to influence a City elected or appointed officer or employee by

directly or indirectly offering anything of value; or (iv) paying or agreeing to pay anyone, other than its employees or consultants, consideration for this Contract's award. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer or board/commission member except as already disclosed in writing to the City. Professional will promptly notify the City of a change in this status.

7. Intellectual Property. Professional represents and promises the sale or use of software, records or other intellectual property provided under or used to provide the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend all actions brought against the City or the City's officers or employees for alleged infringement of intellectual property rights by due to their use by Professional and will pay all costs, damages, and profits recoverable in any such action.

8. Independence. Professional is wholly independent of the City. None of Professional's personnel are or shall be represented to be City officers or employees. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel. Professional is solely responsible for (i) the means and methods of providing the Services, (ii) the conduct and statements of Professional's personnel, (iii) compensation and benefits to be provided Professional's personnel for the Services, and (iv) injuries or property damage resulting from Professional's performance of the Services. Professional will hold the City and the City's officers and employees harmless from, indemnify them for, and defend them against claims made by persons other than the City for personal injuries or property damage occurring as a result of Professional's Services, except for negligence or wrongdoing of the City or the City's officers or employees.

9. Insurance. Professional will maintain the following coverage:

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit and \$2,000,000 General Aggregate Limit
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person and \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with Michigan law. Waiver of subrogation, except where waiver is prohibited by law.
PROFESSIONAL LIABILITY INSURANCE
The greater of \$250,000 or the amounts to be paid Professional for services under this Contract.
EXCESS/UMBRELLA INSURANCE
If required liability limits are obtained using an Excess or Umbrella Liability policy in addition to primary liability policy(ies) the Excess and/or Umbrella policy(ies) must follow the form of the primary policy(ies).

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

10. Records. Professional will retain copies of records related to this Contract until at least December 31, 2025, and will, upon the City's request, allow inspection, auditing and copying of them.

11. Assignment/Beneficiaries. No right or duty of Professional under this Contract may be assigned or delegated without the City's prior written consent. No individuals or entities other than the parties are intended beneficiaries of this Contract.

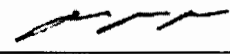
12. Interpretation. This is the only agreement between the parties regarding the Services and there are no other agreements, representations or warranties. This Contract can be amended only in writing signed by both the City and Professional.

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

CITY OF WYOMING

INTEGRA REALTY RESOURCES - CHICAGO

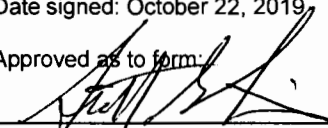
By: _____
Jack A. Poll, Mayor

BY: 
William H. Miller, Managing Director

Date Signed: October 15, 2019

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: October 22, 2019

Approved as to form: 

Scott E. Smith, Wyoming City Attorney

Exhibit A
Proposal

Integra Realty Resources
Chicago

400 E Randolph, Suite 715
Chicago, IL 60601

T 312 565 0977
F 312 565 3436
Office Email chicago@irr.com
www.irr.com



October 14, 2019

Mr. Scott G. Smith, City Attorney
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509
via email: smithsg@wyomingmi.gov

RE: Walmart Supercenter at 325 54th Street, Wyoming, Kent County,
Michigan 49548; Store #03453; Tax Parcel No. 41-17-36-201-038;
Wal-Mart Real Estate Business Trust v. City of Wyoming;
MOAHR Docket No. 19-001080

Dear Mr. Smith:

Thank you for the opportunity to present this engagement letter for preparation of a retrospective appraisal of the above referenced property as of December 31, 2018.

I understand that valuation disclosures are required by February 3, 2020.

My rough fee estimate for this assignment is \$15,000 plus necessary travel expenses to inspect the property and market. The assignment will be billed at actual cost based on our normal hourly billing rates. My current billing rate is \$300 per hour.

In order to commence the assignment, please sign and return this letter and authorize immediate payment of a \$9,000 retainer. I expect that we will invoice the balance at delivery of the appraisal, although monthly billing may be appropriate if the assignment changes.

Any subsequent charges for preparation, deposition and/or trial testimony will be billed monthly at our normal hourly rates, plus all expenses.

City of Wyoming
RE: Walmart Supercenter at 325 54th Street, Wyoming, MI
October 14, 2019
Page 2

I appreciate the information you have provided and I look forward to working with you and your team. Should you have any additional questions, feel free to call me directly. My cell number is 518-210-3440. We look forward to working with you on this project.

Sincerely,

INTEGRA REALTY RESOURCES – CHICAGO



William H. Miller
Managing Director

AGREED & ACCEPTED ON _____ (DATE)

CITY OF WYOMING

AUTHORIZED SIGNATURE

NAME (PRINT)

RESOLUTION NO. _____

RESOLUTION TO APPROVE ENGAGEMENT OF VALUE TRENDS INC.
FOR PROPERTY TAX APPEAL APPRAISAL SERVICES

WHEREAS:

1. Louis J. Eyde Family Wilsontown, LLC appealed to the Michigan Tax Tribunal (MTT) the 2019 taxable value for the Wilsontown shopping center property at 4830 Wilson Ave SW in the City.
2. Fair property taxation requires taxable values to be in appropriate relation to the true cash value of the property subject to constitutional and statutory limitations.
3. The City Assessor and City Attorney recommend engaging an appraiser to determine the true cash value of the property before the valuation disclosure exchange date set by the MTT.
4. Value Trends, Inc. has provided appraisal services for other property tax appeals and has provided such services for the City regarding another shopping center.
5. Value Trends, Inc. submitted a proposal to provide appraisal services related to the Wilsontown tax appeal.
6. Funds in the Assessing-Professional Services fund – 101-209-200900-801.000 – are sufficient to pay the anticipated costs.

NOW, THEREFORE, BE IT RESOLVED:

1. The Appraisal Services Contract with Value Trends, Inc. to provide an appraisal report for the 2019 tax year for \$15,000 and to provide other consulting services, and to prepare for and testify as needed, at the rate of \$225 per hour is approved and the Mayor and City Clerk are authorized and directed to sign it on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent that they conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 21, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Appraisal Services Contract

Resolution No. _____

STAFF REPORT

Date: October 16, 2019
Subject: Appraisal contract for Wilsontown property tax appeal
From: Scott Smith, City Attorney
Meeting Date: October 21, 2019

BACKGROUND:

Louis J. Eyde Family Wilsontown, LLC, the owner of the Wilsontown shopping center property on Wilson Ave. in the city, filed a 2019 property tax appeal with the Michigan Tax Tribunal. The valuation exchange date is April 20, 2020. To adequately defend this appeal the city will need an experienced valuation expert familiar with shopping center valuations, especially in the West Michigan market. Value Trends, Inc. has successfully worked with other communities on shopping center property tax appeals and has also previously worked with Wyoming on a shopping center property tax appeal. Services will include consultation, preparation of an appraisal report, and preparing for and testifying at the MTT hearing.

RECOMMENDATION:

Adopt the Resolution Approving Engagement of Value Trends, Inc. for Property Tax Appeal Appraisal Services.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Defense of the tax appeal will help the city to ensure property tax assessments are fair for all.

Safety – The resolution will have no impact on safety.

Stewardship – Defense of the tax appeal preserves the property tax base for the city and other property taxing units.

BUDGET IMPACT:

The Assessor's professional services fund has adequate funds to pay for the appraisal services.

APPRAISAL SERVICES CONTRACT

This Appraisal Services Contract is made as of October 22, 2019 (the “Effective Date”) between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 49509 (the “City”) and Value Trends, Inc., a Michigan corporation of 445 S Livernois, Ste 104, Rochester Hills, MI 48307 (“Professional”).

RECITALS

A. Professional submitted a proposal, a copy of which is attached as Exhibit A (the “Proposal”) to provide services consisting of providing an appraisal report for the Wilsontown shopping center property at 4830 Wilson Ave SW, Wyoming, MI 49509, PP# 41-17-29-3261-004 for the Michigan Tax Tribunal case, *Louis J. Eyde Family Wilsontown, LLC v City of Wyoming*, MOAHR Docket # 19-001462, together with related consulting services, hearing preparation services, and hearing testimony in accordance with the Proposal and this Contract (the “Services”).

B. City wishes to engage Professional to provide the Services as provided in this Contract.

TERMS AND CONDITIONS

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

1. Services. Professional will perform the Services in accordance with the Proposal and will provide all qualified personnel, supplies and tools needed to perform them. Professional will perform its services under this Contract consistent with the standard of practice and care of other professionals performing similar services in Michigan.

A. The City will use its reasonable best efforts to provide the information required in the Proposal recognizing its ability to do so may be limited by the cooperation of the property owner and decisions of the Michigan Tax Tribunal.

B. As provided in the Proposal, Professional will provide drafts of portions of the appraisal report as they are completed with a complete draft provided not later than April 6, 2020 (in anticipation of an April 20, 2020 valuation exchange date), to allow the City Assessor and City Attorney an opportunity to review it for errors, omissions and clarity but not for review of Professional’s conclusions as to the value of the subject property.

2. Payment. The City will pay the Professional in accordance with the Proposal the amount of \$15,000 for the appraisal upon receipt of the final appraisal report and at the rate of \$225.00 per hour for consulting services, hearing preparation services, hearing testimony and other services. The hourly work will be invoiced on a monthly basis for services rendered the preceding month and paid within 30 days of the City’s receipt of the invoice. Professional must return to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form before starting work under this Contract.

3. Legal Compliance. Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials or courts of competent jurisdiction.

4. Qualifications. Professional represents and promises that:

A. Professional and Professional’s personnel (as defined below) providing the Services have and will maintain (i) all licenses, registrations, certifications, memberships, and other approvals needed to perform such services in Michigan and (ii) the experience and other qualifications stated in the Proposal.

B. Neither Professional nor its owners, officers, shareholders, key employees, directors or members (“Professional’s personnel”): (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or had a judgment against them for fraud or a criminal offense related to obtaining, attempting to obtain, or performing a public transaction or contract; violated federal or state antitrust statutes or embezzlement, theft, forgery, bribery, falsification or destruction of records, or made false statements, or received stolen property; (iii) are presently indicted for or otherwise criminally charged with any offenses stated in this certification; or (iv) had within 3-years preceding this Contract any public transaction terminated for cause or default.

C. Professional is not on and will remain off the Federal Excluded Parties List (“EPLS”).

D. Professional is not an “Iran linked business” under Michigan’s Iran Economic Sanctions Act, 2012 PA 517.

5. Diversity and Inclusion. Professional will not discriminate against an employee or applicant for employment in hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or another reason prohibited by law.

6. Ethical Standards. Professional (including Professional’s personnel, and any parent, affiliate, or subsidiary) has not engaged in and will refrain from: (i) having an interest conflicting with this Contract; (ii) conduct creating an appearance of impropriety with respect to this Contract’s award or performance; (iii) attempting or appearing to influence a City elected or appointed officer or employee by directly or indirectly offering anything of value; or (iv) paying or agreeing to pay anyone, other than its employees or consultants, consideration for this Contract’s award. None of Professional’s personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer or board/commission member except as already disclosed in writing to the City. Professional will promptly notify the City of a change in this status.

7. Intellectual Property. Professional represents and promises the sale or use of software, records or other intellectual property provided under or used to provide the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend all actions brought against the City or the City’s officers or employees for alleged

infringement of intellectual property rights by due to their use by Professional and will pay all costs, damages, and profits recoverable in any such action.

8. Independence. Professional is wholly independent of the City. None of Professional's personnel are or shall be represented to be City officers or employees. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel. Professional is solely responsible for (i) the means and methods of providing the Services, (ii) the conduct and statements of Professional's personnel, (iii) compensation and benefits to be provided Professional's personnel for the Services, and (iv) injuries or property damage resulting from Professional's performance of the Services. Professional will hold the City and the City's officers and employees harmless from, indemnify them for, and defend them against claims made by persons other than the City for personal injuries or property damage occurring as a result of Professional's Services, except for negligence or wrongdoing of the City or the City's officers or employees.

9. Insurance. Professional will maintain the following coverage:

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit and \$1,000,000 General Aggregate Limit
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$300,000 per person and \$300,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with Michigan law. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
If required liability limits are obtained using an Excess or Umbrella Liability policy in addition to primary liability policy(ies) the Excess and/or Umbrella policy(ies) must follow the form of the primary policy(ies).

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

10. Records. Professional will retain copies of records related to this Contract until at least December 31, 2025, and will, upon the City's request, allow inspection, auditing and copying of them.

11. Assignment/Beneficiaries. No right or duty of Professional under this Contract may be assigned or delegated without the City's prior written consent. No individuals or entities other than the parties are intended beneficiaries of this Contract.

12. Interpretation. This is the only agreement between the parties regarding the Services and there are no other agreements, representations or warranties. This Contract can be amended only in writing signed by both the City and Professional.

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

CITY OF WYOMING

VALUE TRENDS INC.

By: _____
Jack A. Poll, Mayor

BY: _____
Michael E. Ellis, MAI, President

Date Signed: October __, 2019

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: October 22, 2019

Approved as to form:


Scott G. Smith, Wyoming City Attorney

Exhibit A
Proposal



VALUE TRENDS INC.

445 S. LIVERNOIS • STE 104 • ROCHESTER HILLS, MI 48307 • (248) 413-5821 • mellis2449@aol.com

October 15, 2019

City of Wyoming
Mr. Scott Engerson, MMAO(4)
City Assessor
1155 28th Street SW
Wyoming, Michigan 49509-0905

**Re: Appraisal proposal pertaining to:
Wilsontown Shopping Center
Tax Parcel # 41-17-29-326-004
4830 Wilson Avenue SW
Wyoming, Michigan 49509**

Dear Mr. Engerson:

I am directing to your attention this Letter of Transmittal pertaining to providing appraisal services related to the above captioned real estate. The information provided by yourself and obtained from other sources indicates that this appraisal assignment includes a single tax parcel 41-17-14-201-016. This parcel is located in the City of Wyoming, Kent County, Michigan. Some of the property information I have been able to obtain is as follows:

Wilsontown Shopping Center, 4830 Wilson Ave. SW, Wyoming, MI

Tax I.D. # 41-17-29-326-004. The captioned property extends east from Wilson Avenue, adjacent to the south side of Rivertown Mall. This location is also approximately one mile east of Interstate 196, and two miles north of M-6 Highway. According to assessment records its site includes 59.576^{} acres and is improved to include a large retail center which is estimated to include 231,251^{*} square feet. According to assessment records, the building was built around 2000. The center currently includes approximately 20 tenants.*

The need for the appraisal assignment is the result of the existing *ad valorem* tax appeal. The date of valuation in contention is December 31, 2018, which pertains to Tax Year 2019.

The purpose of the appraisal is to estimate the True Cash Value of the real property identified as Tax Parcel 41-17-29-326-004 as of December 31, 2018. In turn, the function of the report will be to assist the client, yourself and other legal representatives in the matter by providing valuation evidence as it relates to this litigation. The date of valuation is identified as a retrospective valuation.

An existing leased fee ownership interest is understood to exist for the entire center. Because the appraisal is for ad valorem purposes, a fee simple interest is to be appraised subject to existing occupancy and market rent.

The intended users of the proposed appraisal report include the client (City of Wyoming), yourself, and other representatives assigned on behalf of the client. It is my understanding that other potential users of this appraisal who are not defined as clients are likely to include the Petitioner (Louis J Eyde Family Wilson town, LLC) in this matter, their representatives and the Michigan Tax Tribunal. The appraisal report is not intended for other uses such as financing, the soliciting of potential purchasers, estate planning, or any other purpose.

True Cash Value may be defined as follows:

“True cash value” means the usual selling price at the place where the property to which the term is applied is at the time of assessment, being the price that could be obtained for the property at private sale, and not at auction sale except as otherwise provided in this section, or at forced sale. The usual selling price may include sales at public auction held by a non-governmental agency or person if those sales have become a common method of acquisition in the jurisdiction for the class of property being valued. The usual selling price does not include sales at public auction if the sale is part of a liquidation of the seller’s assets in a bankruptcy proceeding or if the seller is unable to use common marketing techniques to obtain the usual selling price for the property. A sale or other disposition by this state or an agency or political subdivision of state of land acquired for delinquent taxes or an appraisal made in connection with the sale or other disposition or the value attributed to the property of regulated public utilities by a governmental regulatory agency for rate-making purposes is not controlling evidence of true cash value for assessment purposes. In determining the true cash value, the assessor shall also consider the advantages and disadvantages of location; quality of soil; zoning; existing use; present economic income of structures, including farm structures; and present economic income of land if the land is being farmed or otherwise put to income producing use; quantity and value of standing timber; water and power privileges; and mines, minerals, quarries, or other valuable deposits known to be available in the land and their value...

As used in subsection (1), “present economic income” means for leased or rented property the ordinary, general, and usual economic return realized from the lease

*or rental of property negotiated under current, contemporary conditions between parties equally knowledgeable and familiar with real estate values. The actual income generated by the lease or rental of property is not the controlling indicators of its true cash value in all cases. This subsection does not apply to property subject to a lease entered into before January 1, 1984 for which the terms of the lease governing the rental rate of tax liability have not been renegotiated after December 31, 1983...*¹

In addition to True Cash Value, the subject valuation also adheres to what is referred to as Market Value. The definition of Market Value is defined by Title XI of the Federal Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), and also set forth on pages 22 thru 25 of the book titled The Dictionary of Real Estate Appraisal, 5th edition, and reads as follows:

Market value is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined. Citable definitions of market value can be found in state and federal regulations, laws, or publications. For example, *the following definition of market value is used by agencies that regulate federally insured financial institutions in the United States:*

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. buyer and seller are typically motivated;*
- 2. both parties are well informed or well advised, and acting in what they consider their own best interest;*
- 3. a reasonable time is allowed for exposure in the open market;*
- 4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- 5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

¹ MCL 211.27(1)(4).

An appraisal is an analysis, opinion, or conclusion relating to the nature, quality, value, or utility of specified interests in, or aspects of, identified real estate. In order to complete this process, the necessity exists for the appraiser to be familiar with the following items and issues.

- Identification of the client/intended users
- Intended use of appraisal.
- Purposes of appraisal (including definition of value).
- Date of opinion of value.
- Identification of characteristics of property (including location and property rights to be valued).
- Identification of extraordinary assumptions, if any.
- Identification of hypothetical conditions, if any.

Appraisers are not engineers, public planners, or attorneys. Although I frequently have a familiarity with some of the expertise these professions provide, I do not offer engineering or legal opinions relative to the properties appraised. In those situations where these expertises are required, I typically confer with the client to determine whether these additional expertises should be retained. When the necessity exists for the utilization of these expertises, but the client elects not to utilize these services, appraisals are completed under either an extraordinary assumption or hypothetical condition.

Once the scope of the assignment is fully identified and the factual data related to the appraised property known, the data collection process begins. Data is collected relative to the following areas:

- **Market Area Data** - This information pertains to the general characteristics of the region, city, and neighborhood. This information is utilized as a basis to assist in analyzing those market conditions present that effect the current demand for the appraised real estate.
- **Subject Property Data** - A physical inspection of the appraised real estate will be conducted. This inspection will be coupled with the inspection and review of public records pertaining to the appraised property. Survey and building blueprints will be requested from the client, should they exist.
- **Comparable Property Data** - The assignment requires that comparable sales of improved and vacant property be gathered and analyzed. In addition, rental comparables will also be reviewed and analyzed. All of the comparables utilized in the report will be inspected by myself. Sources utilized in the assembling of this information include Value Trends files, brokers, public records, other appraisers, buyers, sellers, and various lenders.

The scope of work provided will include a detailed analysis of the subject real estate and market data relevant to the appraisal assignment. Inspections of both the subject and comparable data will be made when reasonably possible. Verification of all the market data used to assist in the conclusions rendered will be provided in adherence to those requirements necessary for the data to be admissible as evidence in the court within which testimony may be required. This report will be prepared to adhere to the Appraisal Report Standards required to be in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), requirements of the Appraisal Institute of which I am a member, plus those Jurisdictional requirements that might be necessary to adhere to Michigan Law. Unless otherwise requested a total of two (2) original copies of the report will be delivered along with a .pdf copy.

By law, appraisers cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraisers cannot guarantee the outcome of the assignment in advance. Appraisers cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective of Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

Based upon a review of the work which appears necessary to complete the assignment, our firm's appraisal fee will be \$15,000. Covered by the appraisal fee are the actual appraisal report and response to comments which might be offered by yourself and your representatives. Not included within the fee estimate are those cost which might become necessary relating to meetings/conferences, actual trial preparation and court testimony. Should any of this additional work become necessary, this time will be billed at my hourly rate current as of the date the services are rendered. Currently, this rate is \$225 per hour. Should the issues related to the ad valorem dispute be resolved prior to completion of the appraisal report, the work completed will be billed at my normal hourly rate.

To assist in the completion of the appraisal report, I would request that the following information, be provided.

- The name, address, and phone number of the person the appraiser should contact in order to inspect the property.
- Name of current ownership entity for tax parcel identification numbers.
- History of Ownership. Provide details pertaining to all sales or leases involving the appraised property since 2014.
- Subject's legal description(s).
- "As built" site survey. If a survey does not exist, please provide any details that are known related to placement on the site of easements, and/or deed restrictions that

accompany property.

- Copy of owner's title policy, as well as copies of any recorded documents, including easement agreements.
- Copy of Operating Agreement and Reciprocal Parking Lot Agreement, if any.
- A statement as to whether, or not, the property is encumbered by any environmental hazards or toxins.
- Building and site plans for the property.
- **Rent rolls and details as to all leases in effect as of Year End 2015 2016, 2017, 2018 and as of October 31, 2019. These details should include: Lease Start Date, Term of Lease, Payment Schedule (include rental amounts, itemized reimbursements and formulas utilized for these payments), Tenant Option details. Also requested is a copy of each lease that was in effect as of December 31, 2018.**
- Provide details of all new leases for the appraised property since January of 2015. These details should also include information as to any leasing commission paid and cost of TI's provided.
- Any and all documents relating to tenant turnover since January of 2015.
- Provide tenant aging report effective as of December 31, 2016 and December 31, 2017. These details should include a listing of delinquent tenants with the amounts they are in arrears.
- Provide occupancy reports on a monthly and annual year-end basis since 2014.
- Provide income and expense statements for the property for Years 2014 though the end of 2018. Also include an income statement for Year 2019 through the end of October. This information should include details pertaining to the actual rental received during each year, plus itemized expenses which should include taxes, utility cost, building insurance, administration, management, and repair & maintenance cost, including ground maintenance, et cetera. All statements provided should be provided on an actual basis, as opposed to that of an accrual basis. In addition, the projected pro-forma for the property in 2018 is also requested.
- Annual gross retail sales volume for each tenant for the Years 2014 through 2019.

- Documents identifying any deferred maintenance and the estimated cost to cure any deferred maintenance as of the date of valuation: December 31, 2018, if any.
- Management contracts in effect as of date of valuation, if any.
- Listing agreements and advertisements of for sale and/or leasing during the time period extending from January 1, 2015 through October 30, 2019. In recognition that the property was acquired in 2018, also requested is the marketing package that was prepared to market the property.
- Is the property currently mortgaged? If so, identify the mortgage lender, date of mortgage, mortgage amount, interest rate on loan, and repayment schedule.
- Identify those sale and rental comparables that you are aware of and believe I should be aware of when completing the appraisal assignment.

Prior to Value Trends commencing work on this assignment it will be necessary that written authorization be provided to proceed. Once authorization is received, I would anticipate that the report will be completed and delivered in a timely manner, assuming that all of the information requested is also provided in a timely manner.

Prior to completion of the appraisal report a copy of the working "draft of the appraisal before it is finalized will be provided for your review. This is not for the purpose of questioning or giving input on any values or methodology. It would be to (i) review for clarity, (ii) to review for grammatical, mathematical or typographical errors, and (iii) to provide additional information, if I have it, for example, sometimes I have additional information about transactions that may be helpful in evaluating or adjusting comps. There have been times in the past where missing or extra words or phrases, incomplete explanations, or other easily addressed but unaddressed situations resulted in needs for extensive explanations during depositions and hearings. So, I have found it helpful to work with a "second set of eyes" to review a draft."

Should you have any questions, please do not hesitate to call.

Engerson letter
Page 8
October 15, 2019

Respectfully yours,

Approved by:

Value Trends, Inc.

A handwritten signature in black ink, appearing to read "Michael J. Eller". The signature is written in a cursive style with a large, stylized initial "M".

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A THREE-YEAR CONTRACT WITH
TAX MANAGEMENT ASSOCIATES TO PROVIDE SERVICES ASSOCIATED WITH
BUSINESS PERSONAL PROPERTY TAX ADMINISTRATION AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City accept a three-year contract with Tax Management Associates to provide services associated with business personal property tax administration at an annual cost not to exceed \$42,000.
2. It is recommended the City Council accept the contract.
3. Funds for the services are available in account number 101-209-20900-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a three-year contract with Tax Management Associates to provide services associated with business personal property tax administration.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 21, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

STAFF REPORT

Date: September 30, 2019
Subject: Outsourcing Business Personal Property Tax Services
From: Scott Engerson, City Assessor
Meeting Date: October 21, 2019

RECOMMENDATION:

It is recommended that the City Council approve a contract with Tax Management Associates to outsource specified services associated with business personal property tax administration.

COMMUNITY, SAFETY, STEWARDSHIP:

Entering into this contract aligns with the City's mission of stewardship in that the City's personnel costs will be reduced in both the short term and long term. In addition, the City's business community will be served by individuals whom are both highly skilled and knowledgeable in the area of personal property tax administration.

DISCUSSION:

Tax Management Associates is the only firm known to offer the services being sought by the City Assessor's Office.

BUDGET IMPACT:

Funds are available within the approved FY2020 budget due to a currently vacant Property Examiner II position. Entering into this contract will allow this position to go unfilled for the remainder of the FY2020 budget year.

PERSONAL PROPERTY TAX SERVICES OUTSOURCING CONTRACT

This contract is made as of _____, 2019 between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (the “City”), and Tax Management Associates, Inc., a North Carolina corporation authorized to conduct business in Michigan of 5121 Parkway Plaza Blvd, Charlotte, NC 28217, whose Michigan resident agent is CSC-Lawyers Incorporating Service, 601 Abbott Road, East Lansing, MI 48823 (“TMA”).

RECITALS

- A. The City wishes to engage qualified professionals to assist the City Assessor’s preparation and, when needed, defense of the City’s personal property tax assessments.

- B. The City believes outsourcing those services could more cost effectively maintain the quality and consistency of personal property tax assessments.

- C. TMA’s business includes providing such services to assessors in Michigan and other states.

- D. After researching providers of such services in Michigan and communicating with TMA representatives, the City Assessor selected TMA seems to provide such services for the City.

TERMS AND CONDITIONS

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

1. TMA’s Services.

A. TMA will provide the following services in accordance with (i) the terms of this Contract, (ii) applicable laws, rules and regulations, including without limitation, all Michigan State Tax Commission requirements, (iii) applicable City policies, practices and procedures, and (iv) in a manner consistent with the standards and practices of professionals providing similar services.

- 1. Canvassing of personal property parcels to consist of the following:
 - a. Perform physical canvass in the Fall of each year.
 - b. Interview property owners during canvass to ensure accuracy.
 - c. Update tax roll with identified new businesses.
 - d. Update tax roll for personal property removed from the City before Tax Day.

- 2. Process of personal property accounts to consist of the following:
 - a. Process accounts (Jan 1-March 1) each year defined as:
 - 1. Personal property statements processed, including 5278’s (EMPP).

2. Accounts estimated by TMA.
 3. New 5076 (Small Business) exemptions processed by TMA.
- b. Assist the City Assessor with personal property appeals at the March Board of Review.

3. Audit Services

When asked and as directed by the City Assessor to verify the accuracy of business taxpayers' personal property statements filed with the City Assessor.

- a. The City will select the audits to be performed and assign those audits to TMA when the City Assessor deems it appropriate to do so.
 - b. All correspondence to taxpayers in connection with audits will be signed by the City Assessor or by his/her authorized designee.
 - c. The City will provide TMA copies of the personal property statements for the years in which audits are to be performed.
 - d. TMA will audit the parcels assigned for audit for the current year and applicable prior years as provided by applicable law.
 - e. Audit services will consist of examining records, data and other materials provided by a taxpayer or others for the purpose of verifying the accuracy of statements, reports or statements filed with the City. Such services are not an appraisal of personal property. However, the City Assessor may use the information provided during or as a result of the audit to form an opinion or estimate of value for purposes of the personal property tax roll.
 - f. TMA shall be responsible for defending its audit findings throughout any appeals process. Defense of audit findings will include personal appearances at meetings with taxpayers or their representatives and providing testimony and evidence at all hearings before the City Assessor, City Board of Review, and at any other appeal level concerning information identified in an audit.
4. TMA will provide information, testimony and other assistance as requested by the City Attorney for personal property tax appeals filed with the Michigan Tax Tribunal or Michigan State Tax Commission. Among other services, this will require the TMA personnel who created or entered information in the City's personal property tax records or TMA personnel participating in the personal property audit for a taxpayer who has appealed will be available to testify as may, in the determination of the City Attorney, be needed during the course of any appeal.

- B. All services provided by TMA will be subject to and comply with the following:
1. TMA and all TMA's directors, officers, employees and other agents ("**TMA personnel**")

performing services under this Contract have or will obtain and will maintain all licenses, registrations, certifications or other credentials or approvals required by applicable laws, rules or regulations to provide those services in Michigan.

2. TMA and TMA personnel will, for all services provided under this Contract, be under the direct supervision and control of the City Assessor. Accordingly, TMA and TMA's personnel will communicate with taxpayers and others regarding audits under subsection 1.A.3 or other matters only as directed or authorized by the City Assessor.

3. TMA will provide services under subsection 1.A.2 of this Contract out of TMA's offices.

4. TMA will use its own computer hardware but will use the City's existing software license and a City-provided VPN to connect to the City system in the City Assessor's office for entry of data. The City will ensure TMA's use of the City's software license(s) will not violate any terms of use, license agreement or intellectual property rights. If in providing services under this Contract TMA uses software other than software provided by the City, TMA will ensure use of that software does not infringe on any intellectual property rights. Each party will, without expense to the other party, defend every action brought against the other party or the other party's directors, officers or employees for any alleged infringement of intellectual property rights arising from a failure to comply with earlier requirements in this subsection 1.B.4 and will pay all costs, damages, and other amounts recoverable in any such action.

5. When in making any connections to and when connected to the City's computer system, TMA and TMA personnel will comply with applicable City policies, practices and procedures for using the City's computer system.

6. The City will be responsible for all postage, including mailing out the annual personal property notices and statements. Unless arising from TMA's breach of this Contract, the City will also be responsible for any legal costs related to any personal property audits or appeals.

7. TMA will comply with all confidentiality requirements in applicable laws, rules, regulations, and any City policies, practices and procedures, including, without limitation, MCL 211.23. TMA acknowledges that MCL 211.23 and the penalties referred to in that section apply to TMA and TMA's personnel providing services under this Contract.

2. City Payments. The City will pay TMA for services TMA provides under this Contract as follows:

A. The amounts paid will be as follows, provided that in any year of this Contract the total annual amounts invoiced the City will not exceed \$42,000.00.

1. For canvassing services under subsection 1.A.1 of this Contract, the City will pay TMA the following amounts:

Year 1 - \$8.00 times the number of situs businesses.

Year 2 - \$8.50 times the number of situs businesses.

Year 3 - \$9.00 times the number of situs businesses.

2. For processing services under subsection 1.A.2 of this Contract, the City will pay TMA the following amounts:

Year 1 - \$14.00 times the number of processed accounts.

Year 2 - \$14.50 times the number of processed accounts.

Year 3 - \$15.00 times the number of processed accounts.

3. For auditing services under subsection 1.A.3 of this Contract, the City will pay TMA the amounts on the following schedule provided the City conducts at least 20 audits within a given year. If the City conducts fewer than 20 audits, each audit will be billed separately based on the size and location of the audit. The audit fees are per parcel, per audit location.

The City is responsible for all postage and mailing of audit correspondence. No additional fees will be applicable regardless of the man hours required to complete an audit or to defend the audit through the appeals process. The City may elect not to use TMA for personnel property tax audits, to engage TMA for all audits, or to engage TMA only for select audits.

<u>PROPERTY CLASS</u>	<u>VALUE RANGE</u>	<u>PER AUDIT FEE</u>
S	\$0 - \$79,999	\$750.00
A	\$80,000 - \$399,999	\$750.00
B	\$400,000 - \$999,999	\$1,500.00
C	\$1,000,000 - \$4,999,999	\$2,400.00
D	\$5,000,000 - \$19,999,999	\$6,200.00
D3	\$20,000,000 and Greater	\$10,000.00

4. TMA will prepare for and testify at hearings or other meetings of the Michigan Tax Tribunal or Michigan State Tax Commission regarding any parcel on which it had any role without added cost to the City.

B. Except as otherwise specifically provided in this Contract, TMA will be responsible for all costs related to providing to its services under this Contract including, but not limited to, travel, food, lodging, mileage, TMA personnel compensation and benefits, insurance for TMA or TMA personnel, etc.

C. TMA shall invoice the City as follows:

1. For services provided under subsections 1.A.1 and 1.A.2 TMA will invoice the City on a quarterly basis. Invoiced fees will be due and payable 30 days following invoice date.

2. For services provided under subsections 1.A.3 and 1.A.4 TMA will invoice the City on a monthly basis. Invoiced fees will be due and payable 30 days after the invoice date.

3. Additional Qualifications.

A. Neither TMA nor any TMA personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) were within 3-years preceding this Contract convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, for violation of federal or state antitrust statutes, or for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged with committing any offense enumerated in this

certification; and (iv) have had within 3-years preceding this Contract one or more public transactions terminated for cause or default.

B. TMA is not an “Iran linked business” under Michigan’s Iran Economic Sanctions Act, 2012 PA 517.

4. Diversity and Inclusion. TMA will not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).

5. Ethical Standards. TMA, TMA personnel, the personnel of any TMA parent, affiliate, or subsidiary have not and will not (i) hold or acquire an interest that would conflict with this Contract; (ii) engage in an act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempt or appear to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) pay or agree to pay any person, other than TMA personnel, any consideration contingent upon the award of this Contract. No TMA personnel and no personnel of any TMA parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City. TMA will immediately notify the City of any change in this circumstance.

6. Risk Allocation. TMA is solely responsible for (i) the means and methods of services provided under this Contract, (ii) the conduct of TMA personnel, and (iii) any injuries or property damage during the TMA’s performance of services under this Contract. To the fullest extent permitted by law, TMA will indemnify and hold harmless the City and its officials, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of engineers or architects, attorneys and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this contract or the actions of TMA or TMA personnel under this Contract or under the contracts entered into by TMA in connection with this Contract. This indemnification shall survive the termination of this contract.

7. Insurance. TMA will obtain and maintain the following insurance and, upon the City’s request, provide a copy of the applicable certificates of insurance, policies and endorsements showing the policies to be in place and the premiums paid.

A. Commercial general liability insurance in minimal limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage must include: (A) contractual liability; (B) independent contractor’s coverage; and (C) broad form general liability extensions or equivalent, if not already included.

B. Automobile liability insurance with minimal limits (hired and non-owned automobile coverage) of \$1,000,000 per person and \$1,000,000 per occurrence.

C. Workers’ disability compensation coverage in accordance with Michigan law including waiver of subrogation except where waiver is prohibited by law.

D. Professional liability insurance in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under this Contract.

E. Excess/umbrella insurance may be used to meet the primary policy limits but, if used, must follow the form of the primary policy(ies).

8. W-9. Before beginning work under this Contract, TMA must complete and return to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).

9. Records.

A. All documents TMA generates as part of its services under this Contract, whether in paper, electronic or other media or format, will belong to the City upon the City's payment of any amounts due TMA under this Contract.

B. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. TMA will retain copies of all records related to this Contract for at least 6 years after completion of this Contract. TMA will, upon the City's request, allow inspection, auditing and copying of all retained records.

C. All invoices shall be submitted by TMA to the City Assessor with sufficient detail for a proper pre-audit or post-audit.

10. Authority to Contract. The City Council has approved this Contract providing the City's authority to enter into this Contract. TMA has taken all actions needed to enter into this Contract. The parties each attest this Contract is binding upon them.

11. Independent Contractor. TMA is wholly independent of the City and no TMA personnel are or will be represented to be City officers or employees. TMA is solely responsible for the acts, omissions and statements of TMA personnel. TMA is solely responsible for any compensation and benefits to be provided TMA personnel for services or work provided under this Contract.

12. Assignment/Beneficiaries.

A. Unless otherwise provided in this Contract, (i) no right or duty of either party under this Contract may be assigned or delegated without the other party's prior written consent and (ii) no individuals or entities other than the parties are intended to be beneficiaries of this Contract. Accordingly, no other individual or entity will have any right to enforce any provision of this contract.

B. Payments due TMA under this Contract have been collaterally assigned to Branch Banking and Trust Company, a North Carolina banking corporation of 6869 Fairview Rd, Charlotte, NC 28210-3384 (the "**Bank**"). Upon the request of TMA or the Bank, payments due TMA under this Contract will be sent to the Bank at that address. The Bank is authorized to receive from the City information relating to this Contract and payments due under this Contract and all amendments or modifications to this Contract. The Bank may rely upon the terms of the Contract. The will give written notice to the Bank at least 30 days prior to any early termination of this Contract.

23. Term and Termination.

A. The term of this Contract shall be 3 years (*i.e.*, 36 months) from the date first written above.

B. Any extension beyond its term or renewal of this Contract must be in writing signed by the parties following approval by the City Council.

C. Either party may terminate this Contract upon written notice to the other party (i) if the other

party fails to comply with any provision of this Contract and fails to cure that noncompliance within 30 days after it sends notice to the noncomplying party, (ii) if the other party notifies the terminating party that the other party is unable to perform its obligations under this Contract, (iii) if the other party fails to perform its obligations under this Contract in a manner that makes the terminating party unable to comply with applicable laws, rules or regulations, (iv) if the other party has repeatedly failed to comply with any provision of this agreement and has previously been provided an opportunity to cure an earlier breach, or (v) if there is a change in law, a judicial decision or other change in an interpretation of applicable law invalidating this Contract.

D. If an early termination occurs, (i) TMA will immediately cease any work under this Contract, (ii) TMA will immediately transmit to the City copies of any records for work that was completed or in progress as of the termination date, (iii) TMA will invoice the City for work completed as of the termination date and, on a prorated basis for work that was in progress as of the termination date, and (iv) the City will pay TMA pursuant to that invoice except to the extent the City disputes the invoiced amounts in which case the City will pay the undisputed portion of the invoiced amounts and hold the disputed portion of the invoiced amounts in a separate fund. The City will not be obligated to pay for services that failed to comply with this Contract.

14. Notices. Notices to be given by either party to the other pursuant to this Contract shall be made in writing and hand delivered, or delivered by (i) FedEx, UPS or similar delivery service with proof of delivery, (ii) certified mail, return receipt requested, or (iii) if acknowledged by the recipient, by e-mail or other electronic means, to:

If to the City:
Scott Engerson, City Assessor
City of Wyoming
1155 28th St SW
Wyoming, MI 49509

If to TMA:
Tax Management Associates, Inc.
5121 Parkway Plaza Blvd
Charlotte, NC 28217
Attn: Richard H. "Chip" Cooke, Jr.
Chief Executive Officer

With a copy to:
Scott Smith, City Attorney
At the same address.

15. General Provisions.

A. This Contract constitutes the entire agreement of the parties and no other agreement or modification to this Contract, expressed or implied, will be binding on either party unless it is in writing and signed by both parties. This Contract may not be orally modified. Any modifications must be in writing, expressly titled a modification or addendum to this Contract and signed by both parties.

B. This Contract is made under Michigan law and Michigan law will govern this Contract and its interpretation.

C. If a provision, portion, or application of this Contract is determined by a court or governmental agency of competent jurisdiction to be illegal, unenforceable, or in conflict with an applicable law or constitutional provision, the parties shall negotiate an equitable adjustment in the affected provisions of this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions, portions, or applications thereof, shall not be impaired.

D. The headings in this Contract are included only for convenience and shall not affect its

interpretation. However, the recitals are an integral part of this Contract. This contract was drafted by both parties and is to be so interpreted.

E. To the extent not prohibited by law, jurisdiction and venue for any action pursuant to or arising from this Contract will be solely in the state courts in Kent County, Michigan. The prevailing party in any such action will, in addition to any other remedies, be entitled to recover its costs including for example and not for limitation, its attorneys and expert fees, filing fees, discovery costs and other costs incurred to investigate, bring, maintain or defend any action from first accrual or first notice thereof through all appellate and collection proceedings.

This Contract was signed by the parties as of the date first written above.

CITY OF WYOMING

**TAX MANAGEMENT ASSOCIATES,
INC.**

By: _____
Jack A. Poll, Mayor

By: _____
Richard H. "Chip" Cooke, Jr.
Chief Executive Officer

By: _____
Kelli A. VandenBerg, Clerk

Date signed: _____, 2019

Date signed: _____, 2019

Approved as to form:



Scott G. Smith, City Attorney

Approved by City Council Resolution
_____, adopted on _____, 2019.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE REPAIRS AND RESTORATION
OF THE GEZON PUMP STATION
AND TO AUTHORIZE PAYMENT FOR EMERGENCY REPAIRS

WHEREAS:

1. As detailed in the attached Staff Report, a water leak was discovered in the low service discharge pipe at the Gezon pump station. Estimated total cost for the repairs and restoration is \$100,000.
2. It is recommended the City Council authorize the repairs and restoration.
3. It is recommended the City Council authorize payment to Lee’s Trenching Service, Inc., Dykema Excavators, Inc. and the City of Grand Rapids for the emergency repairs.
4. The repairs and restoration will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize repairs and restoration of the Gezon Pump Station.
2. The City Council does hereby authorize payment to Lee’s Trenching Service, Inc.
3. The City Council does hereby authorize payment to Dykema Excavators, Inc.
4. The City Council does hereby authorize payment to the City of Grand Rapids.
5. The City Council does hereby approve the attached budget amendment.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 21, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Invoices

Resolution No. _____

STAFF REPORT

Date: October 14, 2019
Subject: Emergency Repairs at the Gezon Pump Station
From: William D. Dooley, Director of Public Works
Date of Meeting: October 21, 2019

RECOMMENDATION:

It is recommended that the City Council authorize payment to Lee's Trenching Service, Inc (\$16,040), Dykema Excavators, Inc (\$20,917,75), and the City of Grand Rapids (\$10,706.18) for emergency repairs at the Gezon pump station.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming provides safe and reliable drinking water for 230,000 people in west Michigan. The Gezon pump station is a critical component of the Wyoming water system. It is the distribution hub between the transmission pipelines and the water mains within the city. Operation of this pump station can only be disrupted for limited time periods without impacting the public water supply.

DISCUSSION:

On July 30, 2019, a water leak was discovered in the low service discharge pipe at the Gezon pump station. This 54-inch pipe transports water from the pump station to the Burlingame Avenue and Hook Avenue storage tanks, and it services that portion of Wyoming which is located north and east of Buck Creek. Due to its critical nature, emergency repairs were undertaken without delay. The total estimated cost of the completed repairs and ongoing restoration is \$100,000, as follows:

Excavation during investigation	\$7,000
Dewatering operation	16,000
Stone for dewatering	1,000
Excavation, backfill, & concrete restoration	21,000
Mechanical pipe repair	3,000
Water supply during repair	11,000
Asphalt restoration	37,000
Lawn restoration	4,000

Three of the repair expenses require City Council approval: Lee's Trenching Service, Inc (\$16,040), Dykema Excavators, Inc (\$20,917,75), and the City of Grand Rapids (\$10,706.18).

BUDGET IMPACT:

There is sufficient money in the water fund to finance the total estimated cost of the emergency repairs, but a budget amendment is necessary.


Lee's Trenching Service, Inc.

1201 76th Street SW
Byron Center, MI 49315

Invoice

Date	Invoice #
8/14/2019	107256

Bill To
City of Wyoming, 2660 Burlingame Ave., SW Wyoming, MI 49519

Description	Amount
Gezon pump station dewatering	
7/31/19, 8/1/19, 8/2/19 3 days DEWATERING	3,600.00
8/12/19 tear down system DEWATERING	1,200.00
40 gallon of fuel	140.00
8 broken well points	2,000.00
Pump rental 13 days	9,100.00
LEES TRENCHING SERVICE : \$16,040.00 Batch #: 2020-00000426 Inv #: 107256  538369	

DUE 30 DAYS, 1 1/2% ADDED PER MONTH ON BALANCES OVER 30 DAYS	Total	\$16,040.00
--	--------------	--------------------

Phone #	Fax #	E-mail	Web Site
616 878-0077	616 878-0840	leestrenching@att.net	leestrenching.com

Dykema Excavators Inc.

Date: 10/1/2019

Project: Wyoming Watermain Repair

Plan Date:

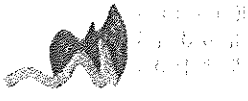
Item	Quantity Unit	Unit Price	Amount
Foreman Labor	14.5 hr	\$ 90.00	\$ 1,305.00
Labor	68 hr	\$ 64.00	\$ 4,352.00
Cat 345	10.5 hr	\$ 205.00	\$ 2,152.50
Cat 320 LR	6 hr	\$ 163.00	\$ 978.00
Cat 950	10.5 hr	\$ 127.00	\$ 1,333.50
Cat 257	5.5 hr	\$ 99.00	\$ 544.50
Train	22 hr	\$ 130.00	\$ 2,860.00
Lead	6 hr	\$ 115.00	\$ 690.00
Carryall	4.5 hr	\$ 149.00	\$ 670.50
		Subtotal	\$ 14,886.00
L&O	1 lump	\$ 1,752.50	\$ 1,752.50
Sand	440 cyd	\$ 4.50	\$ 1,980.00
Dump Fee for Spoils	440 cyd	\$ 1.50	\$ 660.00
		Subtotal Material and Subs	\$ 4,392.50
		10% Mark up	\$ 439.25
Trench Box	2 weeks	\$ 500.00	\$ 1,000.00
Steel Plates	2 weeks	\$ 100.00	\$ 200.00
		Subtotal	\$ 1,200.00

Total \$ 20,917.75

DYKEMA EXCAVATORS \$20,917.7
Batch #: 2020-00000719
Inv #: 100119JH



541244



300 Monroe Ave NW
 Grand Rapids, MI 49503
 (325)

ALL
 ORIGINAL

Customer Number VC0000004600	Invoice Date 08-26-19	Invoice Period 09-25-19
City of Wyoming	Invoice Number 20000876	Invoice Date 08-26-19

Invoice Charges

Ref Line No.	DESCRIPTION	Billing Date	No. of Units	Unit of Measure	Unit Price	Charges/Credit
1	Godfrey Interconnect Bob V August 8/9-8/10, 2019	08-26-19				\$10,706.18
TOTAL INVOICE Charges						\$10,706.18

CITY OF GRAND RAPIDS - T: \$10,706.1

Batch #: 2020-00000426

Inv #: 20000876

Wyoming Interconnect Godfrey

Attn: Bob Veneklasen



538372

Instructions

Mail payments to Grand Rapids City Treasurer, 300 Monroe Ave NW Ste 220, Grand Rapids, MI 49503. Do not mail cash. If paying by cash, please visit City Hall. If paying by credit card, please call 877-495-0333 and select option 6. Questions? Call Treasurer's Office at 616-456-3020.

Please detach the below stub and return with your remittance payable to City of Grand Rapids

Remit to:

City Treasurer
 300 Monroe Ave NW
 Ste 220
 Grand Rapids MI 49503

Pay Online at

CITY OF WYOMING		
Customer Number VC0000004600	Invoice Number 20000876	Invoice Date 08-26-19
Department Number 536	Amount Due \$10,706.18	Due Date 09-25-19
		Amount Enclosed

- Please check if address has changed. Write correct
- address on back of stub and attach with payment



CITY OF WYOMING
 PUBLIC WORKS
 2660 BURLINGAME AVE SW
 WYOMING MI 49509

20000876053600000001070618

RESOLUTION NO. _____

RESOLUTION TO AWARD A QUOTE FROM HECO, INC. TO REPAIR
A HIGH SERVICE PUMP MOTOR AT THE WATER TREATMENT PLANT AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the staff report, a quote was requested from HECO, Inc. to repair a high service pump motor at the Water Treatment Plant.
2. It is recommended City Council authorize acceptance of the quote in the total amount of \$32,193.
3. Funds for the repairs are available in the Water Treatment Plant Repairs and Maintenance Account 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize acceptance of the quote from HECO, Inc. to repair a high service pump motor at the Water Treatment Plant in the total amount of \$32,193.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 21, 2019.

ATTACHMENTS:

Staff Report

Quote

Standard Terms & Conditions Contract

Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

Date: October 10, 2019
Subject: Repair of One High Service Pump Motor
From: Tom Wilson, Utilities Maintenance Manager
Meeting Date: October 21, 2019

RECOMMENDATION:

It is recommended City Council accept the proposal from HECO Industrial Service Groups to repair one 500 horsepower high service pump motor at a cost of \$32,193.00.

COMMUNITY, SAFETY, STEWARDSHIP:

The Utilities Department is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Being good stewards of the City's resources means that infrastructure and equipment are maintained in a safe, reliable, and optimal working condition. Regular and proper upkeep of City equipment contributes to the efficiency of the operation and prevention of untimely and costly repairs that could potentially interrupt the day-to-day operations of the Drinking Water Plant and service to our community.

DISCUSSION:

There are multiple high service pumps located at the Drinking Water Plant that provide water to the City of Wyoming and its wholesale customers. Recently, a 500-horsepower high service pump motor experienced winding failure, requiring service. Due to the size of the motor, there are only two companies with the specialized knowledge and equipment to make repairs of this nature; they were both contacted for proposals. Each company was provided a scope of work to assure the proposals would be for the same projected work. Both companies responded with a proposal and they are as follows:

HECO Industrial Service Group \$24,909.00

Wylie Electric Motor Service \$34,847.00



HECO Industrial Service Groups submitted the lower quote and therefore was asked to perform a complete inspection of the high service pump motor. HECO concluded that the motor had extensive winding failure, just as water plant staff had suspected. During their inspection, HECO also determined that additional repairs should be completed to keep the pump motor running in optimum condition for years to come. A revised

proposal was received to include replacement of the motor bearings, repair of oil rings, and installation of sleeves on inboard and outboard seal housings. With these additional repair items, the proposal increased to \$32,193.00. Given that we would ask the other bidder to provide these same additional repairs and that HECO's final proposal is still lower than Wylie's initial proposal, HECO's represents great value. We also have used HECO in the past and know them to provide excellent service.

BUDGET IMPACT:

Adequate funds exist in the Water Treatment Plant Repairs & Maintenance Account #591-591-55300-930000.

WYLIE ELECTRIC MOTOR SERVICE INC
 331 CARMEN DRIVE PO BOX 127
 FERRYSBURG, MI 49409

Voice: 616-846-6131
 Fax: 616-846-0109

QUOTATION

Ref Quote Number: 1499
 Quote Date: Sep 9, 2019
 Page: 1
 Attn: _____
 Fax: _____
 Number of Pages: _____

Quoted To:
CITY OF WYOMING 16700 NEW HOLLAND STREET **EMAIL INOVICES***** HOLLAND, MI 49424

Customer ID	Good Thru	Payment Terms	Sales Rep
WYOMING, CITY OF	10/9/19	Net 35 Days	

Quantity	Item	Description	Unit Price	Amount
1.00		(WORST CASE) REBUILD COST FOR GENERAL ELECTRIC 500HP 1200RPM 5211Y FR. WORK SCOPE: DISASSEMBLE TEST ALL COMPONENT CLEAN PARTS REWIND STATOR AND ROTOR TURN SLIP RINGS BALANCE ROTATING ASSEMBLY INSTALL NEW BEARINGS ANND BRUSHES ASSEMBLE DYNO TEST AT FULL LOAD PAINT & DELIVER. ***PLEASE NOTE AFTER EVALUATION I WILL GIVE YOU A FIRM QUOTE.	34,847.00	34,847.00

THIS QUOTE GOOD FOR 30 DAYS.

Pricing does not include freight

QUOTED BY DAVID D'AVIGNON

JOB QUOTE



HECO, INC
 3509 S. Burdick Street
 Kalamazoo, MI 49001-4835
 UNITED STATES
 (269)-381-7200

QUOTE NO 00016759
 QUOTE DATE 9/10/2019
 PAGE 1

S 007490
 O CITY OF WYOMING
 L ACCOUNTING DEPT.
 D P.O. BOX 905
 WYOMING, MI 49509-0905
 T
 O

S 000001
 H WYOMING WTP
 I 18700 NEW HOLLAND STREET
 P HOLLAND, MI 49424
 T
 O

CUSTOMER PO #	PO RELEASE #	MISC NUMBER
---------------	--------------	-------------

NAMEPLATE DATA

HP:500; SYNC. RPM:1200; VOLTAGE:4000; FRAME:8211Y; MFG:GE

SPECIAL INSTRUCTIONS

No special instructions

LABOR CODE / ITEM ID	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
	PICK UP MOTOR FROM WTP				
	DISMANTLE FOR COMPLETE REWIND				
	CLEAN AND RECONDITION ROTOR				
	CLEAN AND PAINT ALL MAJOR PARTS				
	BEAD BLAST BRUSH HOLDERS				
	REWIND STATOR				
	V.P.I. STATOR				
	CLEAN/GRIND VARNISH OFF STATOR				
	LABOR & MATERIALS TO DIP ROTOR				
	CLEAN/GRIND VARNISH/VPI OFF ROTOR				
	TURN RINGS				
	POLISH SHAFT FITS				
	REMOVE EXCITOR GENERATOR SHAFT, SHORTEN AND RECENTER				
	DYNAMIC BALANCE ROTOR ASSEMBLY				
	MODIFY D.E. & O.D.E. ENDBELLS FOR RTD'S				
	MODIFY D.E. & O.D.E. BEARINGS FOR RTD'S				
	INSTALL NEW 100OHM RTD'S				
	INSTALL ORIGINAL BRUSHES & RESEAT (100%)				
	ASSEMBLE ALL PARTS				
	REPLACE OIL SIGHTS				
	FINAL ELECTRICAL TEST				
	FINAL TEST RUN MOTOR AT FULL RATED VOLTS				
	PERFORM VIBRATION SPECTRUM ANALYSIS				
	PREPARE, MASK, AND PAINT MOTOR				
	FINAL GREEN TAGGING				
	DELIVER MOTOR BACK TO WTP				
	BEARING RTD'S				
	PAINT, HARDWARE, TAGS, SIGHTS				
	SET OF COILS				
	ENVIRONMENTAL WASTE DISPOSAL FEE				
	EASA CERTIFIED REPAIR & EFFICIENCY				
	ADDER FOR SPINCAST OF BEARING \$1,950.00 EACH (ESTIMATE)				
	Total Estimate				24,909.00

CITY OF
Wyoming
MICHIGAN

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,600)

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

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"Effective Date" means: October 30, 2019.

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

"Proposal" means the Contractor's proposal attached as Exhibit B.

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

"Contractor" means HECO, Inc.
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g. corporation, limited liability company, etc.)
3509 S. Burdick Street
(Contractor's street address)
Kalamazoo, MI 49001
(Contractor's city, state & zip)

TERMS AND CONDITIONS

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

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

None
(Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None")

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

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

CITY OF WYOMING

HECO, Inc.

By: _____
Jack A. Poll, Mayor

By: [Signature]
(Signature of officer, director or principal of Contractor)
Justin Hatfield, President
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: October 16, 2019

Date signed: _____, 20__

Approved as to form:
[Signature]
Scott B. Smith, City Attorney

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions ("Standard Terms") apply to any contracts to which the City of Wyoming (the "City") is a party ("City Contract") unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or below, the party contracting with the City ("Contractor") attests it complies with and will comply with these Standard Terms.

2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

3. **Permits and Inspections.** Unless the City Contract or the Proposal states otherwise, Contractor will, without expense to the City, obtain all licenses and permits required to lawfully perform the work under the City Contract and furnish copies of those licenses and permits to the City before commencing work. Contractor will also ensure all inspections required by local, state, and federal agencies and codes are performed.

4. **Grant Compliance.** If state or federal grant funds have been identified to Contractor as a source of payment for any part of the project, by signing the contract, Contractor (i) represents the Contractor has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.

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

A. Contractor has and will maintain and any personnel engaged by Contractor to provide services or perform work under the City Contract have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors, members or partners (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, (ii) have within 3-years preceding the City Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; or (iv) have within 3-years preceding the City Contract had one or more public transactions (federal, state or local) terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project, Contractor and subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Contractor and all subcontractors are not on and will remain off the Federal Excluded Parties List ("EPLS"). If Contractor or a subcontractor is on the EPLS when signing or during the term of the City Contract, in addition to any other remedies to which it may be entitled the City may recover all moneys paid to Contractor, all consequential damages (including loss of grant funding or required return of grant funding), and reasonable attorney fees (including costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.

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

6. **Nondiscrimination.** Contractor and its subcontractors will not discriminate against an employee or an employment applicant in hiring, terms and conditions of employment, or employment-related matters related because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. "Sex" includes sexual orientation and gender identity or expression. "Gender identity or expression" means the perception by an individual or other person of the gender identity, appearance, behavior, or expression of the individual whether or not that gender identity, appearance, behavior, or expression is different from the gender identity, appearance, behavior, or expression traditionally associated with the sex assigned to the individual at birth. "Sexual orientation" means the term as defined by Michigan Civil Service Commission Rule 9-1. Contractor and its subcontractors will comply with applicable laws, rules, regulations regarding discrimination and inclusion (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the website: <https://www.eeoc.gov/>).

7. **Ethical Standards.** Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Contractor will immediately notify the City of any change in this circumstance.

8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City

Contract or project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

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

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

11. Quality. Unless otherwise stated in the Proposal, all materials and items supplied under the City Contract shall be new, the best of their respective kind and free from defects.

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during the work and cleanup and remove of all debris resulting from the work. Disposal will comply with applicable law and Contractor shall retain and, upon request, provide the City copies of any required manifest and other disposal documentation.

14. Restoration. Contractor shall restore, without expense to the City, property damaged during or as a result of work under the City Contract to a condition similar and equal to that existing before such damage. If Contractor fails to make such repairs or restoration, the City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide the City all manufacturer parts lists, assembly or maintenance information, and other documents provided by the manufacturer for items provided or installed under the City Contract, and will ensure warranties for such items are held by or assigned to the City.

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

17. Insurance.

COMMERCIAL GENERAL LIABILITY

Minimal Limits:
\$1,000,000 Each Occurrence
\$1,000,000 Personal & Advertising Injury
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations
Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage):
\$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
ADDITIONAL INSURED
If the City Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: the City and all its elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any insurance the City may have will be secondary and/or excess.

If the City requests, Contractor will provide to the City Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Contractor shall retain copies of all records related to the City Contract, including, without limitation, items supplied or used in performance of the City Contract, and all work under the City Contract for at least 6 years after completion of the City Contract. Contractor shall, upon the City's request, allow inspection, auditing and copying of all retained records.

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

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

ACKNOWLEDGEMENT

Contractor acknowledges receiving these Standard Terms and, unless modified by the City Contract, (i) they apply to the City Contract and Contractor's work, (ii) Contractor complies and will comply with them, and (iii) the City is relying on them.

EXHIBIT B

JOB ESTIMATE



HECO, INC
3509 S. Burdick Street
Kalamazoo, MI 49001-4835
UNITED STATES
(269)-381-7200

JOB NO 00016767
RECEIVED DATE 9/10/2019
PAGE 1

S 007490
O CITY OF WYOMING
L ACCOUNTING DEPT.
D P.O. BOX 905
WYOMING, MI 49509-0905
T
O

S 000001
H WYOMING WTP
I 18700 NEW HOLLAND STREET
P HOLLAND, MI 49424
T
O

CUSTOMER PO #	PO RELEASE #	MISC NUMBER
---------------	--------------	-------------

NAMEPLATE DATA

HP:500; SYNC. RPM:1200; VOLTAGE:4000; FRAME:8211Y; MFG:GE; AMPS:57; SERIAL/ID#JA8353175; MODEL:5TS821156A1; TYPE:TS;
HERTZ:60; SF:1.15; ACT. RPM:1200; DUTY:CONT; CODE:E

SPECIAL INSTRUCTIONS

No special instructions

LABOR CODE / ITEM ID DESCRIPTION

PICK UP MOTOR FROM WTP
DISMANTLE FOR COMPLETE REWIND
STEAM & BAKE ROTOR, RECHECK ELECTRICALS
CLEAN AND PAINT ALL MAJOR PARTS
PATCH TEST POINTS
BEAD BLAST BRUSH HOLDERS
CORE TEST & MINOR IRON REPAIRS
REWIND STATOR
V.P.I. STATOR
CLEAN/GRIND VARNISH OFF STATOR
LABOR & MATERIALS TO DIP ROTOR
CLEAN/GRIND VARNISH/VPI OFF ROTOR
INSTALL NEW LEADS TO SLIP RINGS & SOLDER OLD TERMINALS ON
TURN RINGS
MAKE A COVER FOR ODE END OF SHAFT
REPAIR OIL RINGS (OUT OF ROUND)
SLEEVE DE OUTBOARD SEAL HOUSING
SLEEVE DE INBOARD SEAL HOUSING
SLEEVE ODE OUTBOARD SEAL HOUSING
REMOVE EXCITOR GENERATOR SHAFT, SHORTEN AND RECENTER
DYNAMIC BALANCE ROTOR ASSEMBLY
MODIFY D.E. & O.D.E. ENDBELLS FOR RTD'S
MODIFY D.E. & O.D.E. BEARINGS FOR RTD'S
INSTALL NEW 100OHM RTD'S
INSTALL ORIGINAL BRUSHES & RESEAT 100%
RESET BRUSH HOLDER
RELEAD HEATERS
ASSEMBLE ALL PARTS
REPLACE OIL SIGHTS
FINAL ELECTRICAL TEST
FINAL TEST RUN MOTOR AT FULL RATED VOLTS
PERFORM VIBRATION SPECTRUM ANALYSIS
PREPARE, MASK, AND PAINT MOTOR
FINAL GREEN TAGGING
DELIVER MOTOR BACK TO WTP
BEARING RTD'S
PAINT, HARDWARE, TAGS, SIGHTS

JOB ESTIMATE



HECO, INC
3509 S. Burdick Street
Kalamazoo, MI 49001-4835
UNITED STATES
(269)-381-7200

JOB NO 00016767
RECEIVED DATE 9/10/2019
PAGE 2

S 007490
O CITY OF WYOMING
L ACCOUNTING DEPT.
D P.O. BOX 905
WYOMING, MI 49509-0905
T
O

S 000001
H WYOMING WTP
I 18700 NEW HOLLAND STREET
P HOLLAND, MI 49424
T
O

CUSTOMER PO #	PO RELEASE #	MISC NUMBER
SET OF COILS		
LEAD WIRE		
BEARING SPINCAST		
ENVIRONMENTAL WASTE DISPOSAL FEE		
EASA CERTIFIED REPAIR & EFFICIENCY		
		Total Estimate 32,193.00
		TOTAL 32,193.00

Repair Estimate

Valid for 30 calendar days from the above date
Estimate does not include Sales Tax if applicable.
Estimate does not include Freight if applicable.
Based upon our Standard Terms and Conditions

Received _____
By:

Date: _____

ORDINANCE NO. 18-19

AN ORDINANCE TO AMEND CHAPTER 15 OF THE CITY CODE ENTITLED
“SPECIAL EVENTS” AND TO REPEAL CHAPTER 14, ARTICLE V, DIVISION 3,
ENTITLED “CARNIVALS,” AND CHAPTER 70, ARTICLE II, DIVISION 3,
ENTITLED “BLOCK PARTIES”

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 15 of the Code of the City of Wyoming, Michigan, is amended to read as follows:

Chapter 15 – SPECIAL EVENTS

Sec. 15-1. - Purpose.

- (1) Special events, such as block parties, carnivals, homecoming parades, outdoor music, National Night Out, sponsored athletic/fitness events, fireworks displays, and the Metro Cruise, can benefit the community and should accordingly be accommodated and encouraged. They may require special measures to ensure their safety and success while minimizing public risk and inconvenience.
- (2) This chapter is intended to balance interests of event proponents and participants with those of the general public. It is also intended to ensure special events are appropriately planned and coordinated without unduly encumbering those undertaking them.
- (3) Except as provided in this chapter, special events must comply with other provisions of this Code and other applicable law. Applicants and sponsors must obtain and comply with other approvals required by Code provisions and other applicable law.
- (4) Except as provided in this chapter, it is to be applied without regard to the identity or views of special event sponsors or participants.

Sec. 15-2. – Definitions and interpretation.

(1) The following terms, when used in this chapter, shall have the meanings provided by this section, except if the context clearly indicates a different meaning:

- (a) *Applicant* means a person or entity seeking city approval for a special event.
- (b) *Application* means the request for approval of a special event filed with the city clerk as provided in section 15-3.
- (c) *Block party* means an outdoor public party sponsored by and generally for residents of a city block or neighborhood often accommodated by blocking part of a public right-of-way.
- (d) *Carnival* means an event with carnival and amusement rides (as defined by applicable law), games, or shows, generally operated by a person who takes the rides, games and shows to locations on a temporary basis.
- (e) *Community-wide special event* means a major special event the city council recognizes as a community-wide special event due to its size and number of participants together with other factors, such as for example, community involvement, community benefits, and support by community organizations.
- (f) *Fee* means an application fee in an amount established by resolution of the city council.
- (g) *Fireworks display* means a display of commercial fireworks.
- (h) *Major special event* means a special event that is not a minor special event.
- (i) *Metro Cruise* means the 2-day Metro Cruise® celebration of cars and local businesses along a 13-mile long segment of 28th Street with the main event at Rogers Plaza in the city.
- (j) *Minor special event* means a special event that is (i) attended by fewer than 300 persons each day, (ii) will not affect the use of any public right-of-way for longer than 4 hours, (iii) if properly planned

and staffed, will not require significant city staffing or resources beyond providing barricades for the duration of the event, and (iv) the city special events coordinator, after consultation with public safety and public works department personnel, determines the event will not materially affect public safety or result in sound from the special event being audible off-site for more than 4 hours. School parades and block parties are minor special events.

(k) *Participant* means any person participating in a special event as a competitor, sponsor, spectator, organizer, volunteer, staff member, performer, patron, or in another role.

(l) *School parade* means a public procession, especially one celebrating a special day or event and including marching bands or floats that is sponsored or recognized by a public or private elementary or secondary school as an event of that school.

(m) *Special event* means an event, other than as described in subparagraph 15-2(1)(m)(2), that meets any of the criteria in subparagraph 15-2(1)(m)(1), and that may, but does not necessarily, include one or more of the following: entertainment, amusements, theatrical exhibitions, public shows, displays, fundraising, fitness or athletic endeavors, contests or competitions, speeches, consumption of food and beverages, sales of items, the use of tents or temporary structures, or other reasons for the assembly of persons as participants, sponsors, volunteers and spectators. Examples of special events include block parties, parades, music festivals and performances, cultural festivals, sponsored athletic/fitness events, the Metro Cruise, art or craft shows, carnivals, street sales, religious or political gatherings, fireworks displays, and similar gatherings.

(1) An event is a special event if

(A) Either

(i) Any activities associated with the event are outside a fully enclosed, covered structure or

(ii) The event is entirely within such a structure but parking for those attending the event cannot be accommodated within available off-street parking lots together with normal on-street parking within 1 block of that structure; ***and***

(B) It involves one or more of the following:

(i) More than 300 participants on any day of the event.

(ii) Interruption of normal traffic flows on or access to any public right-of-way. This includes events such as sponsored athletic/fitness events that require barricades, closing of traffic lanes, or slow vehicles moving by or around participants, and events that may cause the back-up of traffic on nearby roadways or streets due to vehicles entering or exiting the venue(s) or parking area(s).

(iii) A parade or march within the traveled portion of any street or road.

(iv) Displaced parking in an institutional, educational, or business parking lot.

(v) Sound can be heard beyond the venue(s) for more than 2 hours on any day or between the hours of 10:00 p.m. and 8:00 a.m.

(vi) Preventing or limiting access to property other than the event venue(s).

(vii) Added police or security personnel, emergency medical personnel, hydration facilities, portable toilets, or similar services.

(viii) Rides or amusements normally associated with carnivals. This includes large bounce houses or similar temporary items.

(ix) Fireworks displays.

(x) Food vendors using generators or requiring electrical and/or water connections, other than food trucks operating as already approved by the city.

(xi) Activities that do not comply with use or other regulations within the venue's zoning district such as, for example, off-premises temporary food vendors or retail sale of non-customary store products.

(2) Special event does not mean an event:

(A) Sponsored by a governmental unit or agency on publicly-owned land that does not require use of any public rights-of-way. An event that would be a major special event does not qualify for this exception if the sponsoring governmental unit's or agency's involvement is limited to receipt of some event proceeds and providing an event venue.

(B) Held entirely within the confines of a privately owned, permanently enclosed and covered structure in compliance with applicable laws, rules, regulations, permits, licenses and any other required approvals.

(C) Held entirely within the confines of a city park pursuant to permits, agreements, or other approvals issued by the city's parks and recreation staff.

(D) That the special event coordinator, after consultation with public safety and public works department personnel, determines the event will not require additional city resources, will not materially affect public safety, and will not significantly affect use of public or private property or rights-of-way.

(n) *Special event agreement* means a written agreement between the applicant and the city as provided in section 15-5 that grants city approval for the special event.

(o) *Special event coordinator* means the individual(s) designated by the city manager to serve that role which, in part, serves as liaison between an applicant and city departments.

(p) *Special event vendor* means a vendor of food, beverages or other goods or services recognized and authorized by the special event sponsor as a vendor for that special event.

(q) *Sponsored athletic/fitness event* means a special event involving walking, running, bicycling or other athletic or fitness activity using public rights-of-way.

(r) *Sponsor* means any person who assists with organizing, funding, promoting, operating, and conducting a special event.

(s) *Venue* means the location(s) of the special event.

(2) Terms not defined in subsection (1) will have the meanings provided in state law or, if not defined in state law, their common meanings.

Sec. 15-3. – Approval and agreement required.

All special events in the city require approval of the city and must be planned, organized, and conducted in accordance with a special events agreement.

Sec. 15-4. – Application and approval.

(1) To minimize conflicts on desired dates and to better ensure the availability of city resources, persons planning special events should contact the special event coordinator at least 180 days prior to the desired date(s) for a special event and, if applicable make needed deposits, file preliminary event information, and collaborate on event plans. At least 120 days before a special event other than a block party, the applicant must file an application with the city clerk accompanied by the fee. For a block party, the application must be filed at least 30 days before the desired date of the block party. It is the City's goal to approve special event agreements at least 60 days before a special event so final arrangements and promotion of the special event can proceed after the special event agreement is fully signed. The application shall include or be accompanied by at least the following information:

(a) For all special events the following information is required:

(1) Name(s), address(es), telephone and/or cell number(s), and e-mail address(es) for the sponsor(s) of the special event.

- (2) Proposed venue(s), including any public streets or rights-of-way for a parade, sponsored athletic/fitness event, or similar activity.
 - (3) Date(s) and time(s) of the special event and for preparation, set-up, and removal.
 - (4) Numbers of participants expected in various roles.
 - (5) Sketch drawing(s) depicting the event venue(s) with the proposed layout(s) during the event, including activity areas, temporary structures, parking areas, drive aisles, emergency access(es), storage areas, areas of limited access not generally to be open to event patrons, any power and water sources and transmission, any portable restroom facilities, refuse receptacles, temporary fencing, crowd control devices, barricades or other access control measures, and other information needed to review and address issues related to the special event.
 - (6) General information about activities proposed to be included in the proposed event.
 - (7) Any proposed entertainment, amplified sound, and lighting.
 - (8) Any deviations from city requirements applicable to the venue(s) or activities.
- (b) For major special events the following is also required:
- (1) Police and fire protection addressing (A) emergency access, (B) fire and explosion prevention and suppression, (C) hazardous materials handling and storage, (D) safety measures around any flame, cooking or heating, (E) applicable fire code requirements, and (F) whether the event should include additional police or fire personnel.
 - (2) Venue maintenance and clean-up including refuse containment, removal, and disposal plans.
 - (3) Electrical, water service, and any other utility services.
 - (4) Security plan addressing staffing, communications, crowd control, equipment, and other measures to secure the event, venue, and participants. If additional city police presence is needed or desired, the plan must include that information.
 - (5) Access and parking control plan.
 - (6) Noise control and abatement.
 - (7) Lighting and illumination plan.
 - (8) Signage and advertising.
 - (9) Vendors including who they are, what vended items include, where they will be placed, the vehicles or equipment involved, electric and water needs and plans, and when they will be on site (including for set-up and take-down).
 - (10) If food or beverages will be provided by persons other than vendors, what will be provided, will it be sold or otherwise distributed, and how that will occur.
 - (11) Traffic management and parking plan, including any use of area rights-of-way. If off-premises parking is proposed, written consents from affected property owners must be included.
 - (12) First aid plan including medical facilities, staffing and emergency vehicles)
 - (13) Emergency plan including event cancellation procedures.
 - (14) Sanitation plan including any portable toilets, handwashing or sanitizing facilities, food waste disposal, and other sanitation measures.
 - (15) Communications plan(s) for before, during, and following the event with participants, between sponsors and the city, and emergency communications.
 - (16) Inclement weather procedures including when any postponement and cancellation decisions will be made, who will make decisions, plans for shelters or evacuation, plans for securing items that could become windblown hazards, and other details.

- (17) Staffing and volunteer plan including their numbers, selection, training, supervision, clothing and identification, and responsibilities.
- (18) Merchandising including the items to be sold and provisions for their sale.
- (19) Equipment to be used including tents, inflatable activities, tables, booths, cooking equipment, trailers, sound equipment, lighting equipment, vehicles, rides, amusements, fencing and barricades, and other equipment.
- (20) If live animals will be involved, where they will be housed, how they will be cared for, how they will be used, and the manner of waste handling and removal.
- (b) The special event coordinator may require any of this additional information for a minor special event if the special event coordinator reasonably determines it is needed to evaluate and plan the special event.
- (c) After communications with the applicant, especially if a major special event has previously been held in the city, the special events coordinator may also determine that some of the items listed in subsection 15-4(1)(b) are not required for a major special event.
- (2) When the city clerk receives an application, the city clerk shall forward it to the special event coordinator who shall:
- (a) Review it to determine whether it is complete and whether additional information is needed.
- (b) Contact the applicant with any questions or requests for additional information or clarifications.
- (c) Initially determine whether the proposed event is a special event and whether it is a major special event.
- (d) When additional information is provided, send copies of all the gathered information, together with the special event coordinator's initial observations, comments and recommendations, to the city departments and personnel that may be affected by the proposed special event or whose review of the application may be needed, prudent or appropriate given the nature, duration, date(s), time(s), venue(s), public facility or equipment needs, public safety aspects, or any of the other details of the proposed special event.
- (3) City departments and personnel receiving the application and related materials as provided in subsection (2)(d), shall respond to the special events coordinator outlining any observations, concerns, and recommendations they respectively have regarding the proposed special event, the sponsor(s), the application and related materials, and the planning, organizing, funding, promoting, operating, and conducting of the proposed special event.
- (4) If, after receiving the responses from the city departments and personnel as provided in subsection (3), the special event coordinator determines there is enough information and there is sufficient agreement with the applicant regarding terms and conditions to be incorporated in a special event agreement, the special event coordinator shall prepare a draft special event agreement, present it to the applicant for review and, after it is signed by the applicant, present it to the city manager for signing on the city's behalf.
- (5) The special event coordinator will arrange for meetings and other communications needed to address questions and concerns of city personnel or the applicant regarding the proposed special event or terms and conditions proposed to be included in the special event agreement.
- (6) If, after receiving the responses from the city departments and personnel as provided in subsection (3), the special event coordinator determines the application should be denied, the special event coordinator shall prepare a draft of a letter to the applicant communicating that decision and the reasons for it and present it to the city manager for the city managers review and signature.
- (7) If, after the additional communications undertaken under subsection (5), the special event coordinator determines it is appropriate to approve the special event, the special event coordinator shall prepare a draft special event agreement, present it to the applicant for review and, after it is signed by the applicant, present it to the city manager for signing on the city's behalf.

(8) The city manager may designate a person other than the special event coordinator to review and recommend approval of particular special events such as, for example, those to occur only in a city park pursuant to programs approved by the parks and recreation commission or the city's community services director. If such a designation is made, the designated individual shall review and consider recommending approval as provided in this section.

Sec. 15-5. – Special event agreement.

(1) City approval of a special event will be granted by written special event agreement between the city and the applicant and other special event sponsor(s). The special event agreement will be a form approved by the special event coordinator, city manager, and city attorney. Except for a community-wide special event, the city manager is authorized to sign a special event agreement on behalf of the city. A special event agreement for a community-wide special event must be signed by the mayor and city clerk. A special event agreement must be signed by all persons responsible or accountable for the special event as sponsors.

(2) At a minimum, a special event agreement must:

- (a) Grant city approval for the special event as described in the special events agreement,
- (b) Include requirements and expectations of sponsors,
- (c) Include as exhibits pertinent diagrams, descriptions, and forms of related agreements such as, for example, an agreement for added police presence,
- (d) List any allowed deviations or variations from city requirements otherwise applicable to the special event venue or activities,
- (e) State the duration, dates, times, area(s) affected by and other aspects of the special event, including any limits on hours of certain activities,
- (f) List expected and allowed special event vendors, including their locations at the special event venue(s) and how any needed electric power and water will be supplied,
- (g) Include details about, copies of, or references to documents providing the special event details required to be addressed under subsection 15-5(1)(b), and
- (h) In addition to the fee, detail the costs reasonably anticipated to be incurred by the city, the portion and projected amount(s) of those costs to be paid by the applicant, and the required payment dates and other terms.

(3) Regardless of any other provision of this Code, a special event agreement may temporarily allow deviations from city requirements pertaining to (i) uses of property comprising a venue, (ii) amplified sound, (iii) noise, (iv) parking, (iv) use of rights-of-way, (v) hours of use of parks or other city property, (vi) business or vendor licensing, (vii) animal keeping, (viii) signage. Any such allowed temporary deviation shall be clearly expressed, defined, limited, and, if needed, conditioned in the special event agreement.

Sec. 15-6. – Appeal.

Except for a decision made by the city council, a person aggrieved by a city decision made pursuant to this chapter may appeal that decision as provided in section 1-29 of this Code.

Section 2. That Chapter 14, Article V, Division 3, entitled “Carnivals,” and Chapter 70, Article II, Division 3, entitled “Block parties,” of the Code of the City of Wyoming, Michigan, are repealed.

Section 3. That this ordinance shall take effect on _____, 2019.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. 18-19

STAFF REPORT

Date: October 16, 2019
Subject: Proposed special events ordinance amendment
From: Scott Smith, City Attorney
Meeting Date: October 21, 2019

RECOMMENDATION:

Adopt the Ordinance to Amend Chapter 15 of the City Code Entitled “Special Events” and to Repeal Chapter 14, Article V, Division 3, Entitled “Carnivals,” and Chapter 70, Article II, Division 3, Entitled “Block Parties”.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – The proposed ordinance will streamline approvals for special events, especially for those that are more routine and that have less impact on others, while also ensuring other community interests are appropriately addressed.

Safety – The proposed ordinance will ensure plans for special events address the safety of participants, patrons and the general public.

Stewardship – The proposed ordinance provides for appropriate recovery of some costs incurred due to some special events.

DISCUSSION:

The proposed ordinance amendment is intended to achieve goals including:

- Consolidation of provisions related to special events into a single chapter.
- Flexibility accommodating application processing, organizational structure, and staffing changes.
- Process clarity making it more understandable and consistent.
- Process simplicity that is especially beneficial for routine minor special events such as block parties.
- Process adequacy requiring additional planning for special events with more community impact.
- Fairness by ensuring similar special events are treated similarly.

Under the proposed ordinance, all special events will require agreements signed by the City Manager, the contents of which are roughly specified by the ordinance. No special event permits will be required though, depending on the event, some construction code permits or temporary liquor licenses might be needed. All terms can be included within the single agreement including any special site security arrangements, site layout requirements, etc. Except for a community wide special event no Council action will be required. The proposed ordinance also repeals code provisions that separately address block parties and carnivals.

ORDINANCE NO. 19-19

AN ORDINANCE TO AMEND THE WYOMING CITY CODE BY ADDING SUBSECTION (4) TO CHAPTER 30, ARTICLE VI, SECTION 30-203 TO DESCRIBE AN ADDITIONAL AREA FOR WATER WELL RESTRICTIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 30, article VI, section 30-203 of the Code of Ordinances, City of Wyoming, Michigan, entitled "Restricted Zone," is amended by adding subsection (4) to read as follows:

(4) *Burlingame Avenue SW Restricted Zone.* The Burlingame Avenue SW Restricted Zone Property located in the City of Wyoming, Kent County, Michigan, generally described as follows:

That area of the City of Wyoming, Kent County, Michigan described as follows: Commencing at the southeast corner of the intersection of the southerly right-of-way ("ROW") line of Burton Street SW (M-11) and the easterly ROW line of Blandford Avenue, thence northerly along the easterly ROW line of Blandford Avenue SW to the southerly ROW line of Chicago Drive SW, thence easterly along the southerly ROW line of Chicago Drive SW to the easterly ROW line of Burlingame Avenue SW, thence northerly along the easterly ROW line of Burlingame Avenue SW to the southerly ROW line of Marquette Street SW, thence easterly along the southerly ROW line of Marquette Street SW to the westerly ROW line of Judd Avenue SW, thence southerly along the westerly ROW of Judd Avenue SW to the northerly ROW line of Chicago Drive SW, thence westerly along the northerly ROW line of Chicago Drive SW a distance of 110 feet MOL, thence southerly to the southerly ROW line of Chicago Drive SW, thence southerly along the westerly ROW line of Havana Avenue SW to the southerly ROW line of Burton Street SW, thence easterly a distance of 18 feet MOL to the easterly property line of parcel number 41-17-11-101-006 (1408 Burton Street SW), thence southerly along the easterly property line of said parcel to the southerly property line of said parcel, thence westerly along the southerly property line of said parcel to the easterly property line of parcel number 41-17-11-101-005 (1414 Burton Street SW), thence westerly along the southerly property line of said parcel to the easterly property line of parcel number 41-17-11-101-004 (1424 Burton Street SW). thence westerly along the southerly property line of said parcel to the easterly property line of parcel number 41-17-11-101-013 (1438 Burton Street SW), thence westerly along the southerly property line of said parcel to the easterly property line of parcel number 41-17-11-101-001 (1442 Burton Street SW), thence westerly along the southerly property line of said parcel to the westerly property line of said parcel, thence northerly along the westerly property line of said parcel to the southerly ROW line of Burton Street SW, thence westerly along the southerly ROW line of Burton Street SW to the easterly property line of parcel number 41-17-11-101-011 (1500 Burton Street SW), thence southerly along the easterly property line of said parcel to the southerly property line of said parcel, thence westerly along the southerly property line of said parcel to the westerly property line of said parcel, thence northerly along the westerly property line of said parcel to the southerly ROW line of Burton Street SW, thence westerly along the southerly ROW line of Burton Street SW to the point of beginning.

In addition, that area of the City of Wyoming, Kent County, Michigan described as follows:

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, except the North 206.25 feet of the East 528 feet thereof. Also except therefrom, commencing on the South line of Burton Street 528 feet West and 53.25 feet South of the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of section 11; thence South parallel with the East line thereof 153 feet; thence West parallel with the North line of said Section 9.0 feet; thence Northerly 152.9 feet to a point on the said South line of Burton Street 7.5 feet West of the place of beginning; thence East 7.5 feet to the place of beginning. Also excepting, part of the Northwest $\frac{1}{4}$ of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County Michigan described as: Commencing at the Northwest corner of said section; thence North 90 degrees 00 minutes 00 seconds East along the North line of said Section 431.98 feet to the place of beginning of this description; thence North 90 degrees 00 minutes 00 seconds East along the North line of said section 291.62 feet; thence South 01

degrees 40 minutes 00 seconds East 333.46 feet; thence South 90 degrees 00 minutes 00 seconds West parallel with the North line of said section 291.62 feet; thence North 01 degrees 40 minutes 00 seconds West 333.46 feet to the place of beginning.

Also excepting,

Part of the West ½ of the Northwest ¼ of Section 11, Town 6 North, Range 12 West, Wyoming Township, Kent County, Michigan, described as follows: Commencing on the North line of said section at a point 139.5' East of the Northwest corner thereof; thence South 57.32' to a point 50' South of the centerline of Burton Street Widening as now surveyed; thence Easterly 635', more or less, parallel to and 50' distant from said center line; thence North 52.56' to North line of said section; thence West 635' along said section line to beginning. Also excepting, A parcel of land situated in the Northwest corner of the Northwest ¼ of Section 11, Town 6 North, Range 12 West (Wyoming Township) Kent County, Michigan, described as follows: Beginning at a point South 46°02' East 47.58' from the Northwest corner of said Section 11, thence South 89°57' East 106.51'; thence South 0°22' East 24.32' to a point; thence Southwesterly 137.50' along a curve to the left whose radius is 86.00' to a point which is South 43°41' West, 123.62' from the last mentioned point; thence South 87°53' West 17.00'; thence North 2°07' West 114.40' to the point of beginning.

Also,

Then North ½ of the North ½ of the North ½ of the Northwest ¼ of the Southwest ¼ of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan.

Also,

The South ½ of the North ½ of the North ½ of the Northwest ¼ of the Southwest ¼ of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan.

Also,

The North ½ of the South ½ of the North ½ of the Northwest ¼ of the Southwest ¼ of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan.

Excepting therefrom, That part of the Northwest 1/4 of the Southwest ¼ of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan described as: Commencing at the Northwest corner of said Section, thence South 3 degrees 20 minutes 11 seconds East 148.65 feet along the West line of said Section; thence North 86 degrees 39 minutes 49 seconds East 33.00 feet to the place of beginning of this exception; thence North 86 degrees 39 minutes 49 seconds East 17.0 feet; thence South 3 degrees 20 minutes 11 seconds East 420.0 feet ; thence South 86 degrees 39 minutes 40 seconds West 10.0 feet; thence South 3 degrees 20 minutes 11 seconds East 2096.74 feet to the East and West ¼ line, thence South 4 degrees 00 minutes 38 seconds East 166.52 feet parallel with the West line of said Section to the South line of the North ½ of the North ½ of the North ½ of the Northwest ¼ of the Southwest ¼, thence South 88 degrees 37 minutes 49 seconds West 7.01 feet along said South line, thence North 4 degrees 00 minutes 38 seconds West 166.51 feet to the East and West ¼ line, thence North 3 degrees 20 minutes 11 seconds West 2516.48 feet to the place of beginning. Commonly known as: 2100 Burlingame, Wyoming, MI 49509.

Section 2. This ordinance shall take effect on _____, 2019.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 19-19

GENERAL MOTORS

Sustainable Workplaces Remediation Team

October 8, 2019

Kelli Vandenberg
City Clerk
1155 - 28th Street SW
Wyoming, MI 49509

Subject: Request to Amend City of Wyoming Code of Ordinances Chapter 30, Article VI

Dear Ms. Vandenberg:

General Motors LLC (GM), in coordination with the United States Environmental Protection Agency (USEPA), Region 5, has been working for several years and is in the process of implementing a final environmental remedy at the General Motors Components Holdings (GMCH) Wyoming facility, located at 2100 Burlingame Ave. S.W, Wyoming, Michigan.

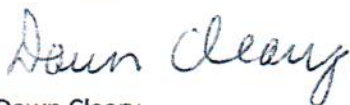
On July 18, 2019, the USEPA issued the Final Decision in which the USEPA identifies the selected final remedies for the groundwater impact related to historical activities at the GMCH Wyoming facility. As part of the remedy selected in the Final Decision, establishment of institutional controls on and off the property is required, including prohibiting the use of groundwater on and off-site.

As such, GM is submitting this request to the City of Wyoming to amend the existing City of Wyoming Code of Ordinances Chapter 30, Article VI (Groundwater Ordinance), prohibiting and/or otherwise restricting the use of wells to supply water in the area illustrated on the enclosed figure (Figure 1).

Consistent with the ordinance process, GM will notify affected property owners in the proposed restricted area of the requested amendment to the Groundwater Ordinance. In addition, GM will complete a residential well use survey to verify that there are no wells in use or have the potential to be used as a potable water source in the proposed restricted area. If a well is identified, GM, in coordination with USEPA and the Kent County Health Department, will offer to abandon the well at no cost to the property owner.

GM remains committed to protecting the health and safety of our community. We believe that the proposed amendment to the Groundwater Ordinance is critical to supporting this commitment and satisfying the USEPA requirements. If you have any questions, please do not hesitate to contact me at 810-656-3194 or dawn.cleary@gm.com.

Sincerely yours,



Dawn Cleary
Project Manager

October 8, 2019

Page 2

Enclosures:

Proposed Restricted Area

cc: U.S. Environmental Protection Agency; Ms. Renee Wawczak
Haley & Aldrich of Michigan, Inc.; Ms. Ban Aragona
General Motors Components Holdings, LLC; Attn.: Ms. Annette Wendland
GHD, Attn.: Mr. Francis Ramacciotti (Electronic Copy)



LEGEND

 PROPOSED RESTRICTED AREA

NOTES

- 1. ALL LOCATIONS ARE APPROXIMATE
- 2. BASE MAP SOURCE: ESRI



0 600 1,200
SCALE IN FEET



GWCH WYOMING OPERATIONS
2100 BURLINGAME ROAD
WYOMING, MICHIGAN

PROPOSED RESTRICTED AREA

AUGUST 2019

FIGURE 1