AGENDA WYOMING CITY COUNCIL MEETING CITY COUNCIL CHAMBERS MONDAY, DECEMBER 16, 2019, 7:00 P.M.

- 1) Call to Order
- 2) Invocation Pastor Wayne Ondersma, The Pier Church

If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.

- 3) Pledge of Allegiance
- 4) Roll Call
- 5) Student Recognition
- 6) Approval of Minutes

From the December 2, 2019 Regular Meeting and the December 9, 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.

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

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) To Set Meeting Days and Times for the City of Wyoming Boards and Commissions
- b) To Reappoint Robert Postema as a Representative of the City of Wyoming on the Interurban Transit Partnership Board

- c) To Reappoint Representatives to the West Michigan Regional Planning Commission
- d) To Reappoint Members to the Greater Wyoming Community Resource Alliance for the City of Wyoming
- e) To Set a Public Hearing for the Transfer of an Industrial Facilities Exemption Certificate from Lee Steel Corporation to Maksteel USA, LLC (January 6, 2020 at 7:01 p.m.)

15) Resolutions

- f) To Authorize the City Manager to Execute an Employment Agreement with the Communications Specialist (City Manager's Office)
- g) To Approve and Authorize the Mayor and City Clerk to Sign a Municipal Services Agreement for Union Suites at Michael Limited Dividend Housing Association LLC Housing Project
- h) To Approve and Authorize the Mayor and City Clerk to Sign a Commercial Property Lease of 2385 Porter Street SW to Tamaz LLC

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

- i) To Concur with the Emergency Repair of a Vactor Truck and to Authorize Payment to West Michigan International
- i) For Award of Bid
 - 1. Engine Oil

17) Ordinances

21-19 To Amend Chapter 2, Article IV of the City Code by Adding Division 8 to Provide for a Service Charge in Lieu of Taxes for the Union Suites at Michael Limited Dividend Housing Association LLC Housing Project (Final Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

- **20)** Closed Session (as necessary)
- 21) Adjournment

RESOLUTION TO SET MEETING DAYS AND TIMES FOR THE CITY OF WYOMING BOARDS AND COMMISSIONS
WHEREAS:
 Section 2.113 of the City Code of Ordinances states that days and times of board and commission meetings shall be set by City Council resolution.
NOW, THEREFORE, BE IT RESOLVED:
 Wyoming City Council does hereby set the days and times for the Wyoming Boards and Commissions as listed on the attached schedule.
Moved by Councilmember: Seconded by Councilmember: Motion Carried Yes No
I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 16, 2019.
Kelli A. VandenBerg, Wyoming City Clerk
ATTACHMENT:
2020 Boards & Commissions Calendar

RESOLUTION NO.

Resolution No.	

CITY OF WYOMING BOARDS - COMMISSIONS - COMMITTEES 2020 MEETING SCHEDULE

BOARD OF REVIEW	
Tuesday, March 3, 12:00 p.m. – 3:00 p.m.	City Hall - 1155 28th Street SW
Monday, March 9, 9:00 a.m. – 4:00 p.m.	
Wednesday, March 11, 1:00 p.m. – 9:00 p.m.	
Thursday, March 12, 9:00 a.m. – 4:00 p.m. Monday, March 16, 9:00 a.m. – 4:00 p.m.	
Tuesday, July 21, 2:00 p.m. – 5:00 p.m.	
Tuesday, December 15, 2:00 p.m. – 5:00 p.m.	
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BUILDING AUTHORITY	
At the call of the Chair	City Hall - 1155 28th Street SW
COMMUNITY DEVELOPMENT COMMITTEE	
At the call of the Chair	City Hall - 1155 28 th Street SW
COMMUNITY ENRICHMENT COMMISSION	
7:00 p.m. on the 3 rd Tuesday of each month	City Hall - 1155 28th Street SW
(no meeting in June, July and August)	
CONSTRUCTION BOARD OF APPEALS	
3:00 p.m. on the 2 nd Monday of each month at the call of the Chair	City Hall - 1155 28th Street SW
DOWNTOWN DEVELOPMENT AUTHORITY	
7:30 a.m. on the 2 nd Tuesday of January, April, July, and October	City Hall - 1155 28th Street SW
ECONOMIC DEVELOPMENT CORPORATION AND	
BROWNFIELD REDEVELOPMENT AUTHORITY	
4:00 p.m. on the 4 th Monday: January, April, July, and October	City Hall - 1155 28th Street SW
ELECTION COMMISSION	City Hall - 1155 28 th Street SW
At the call of the City Clerk	City Haii - 1133 28" Street SW
GREATER WYOMING COMMUNITY RESOURCE ALLIANCE	
9:00 a.m. on the 4 th Tuesday of each month	City Hall - 1155 28th Street SW
HEALTH INSURANCE TRUST BOARD	City Hall - 1155 28 th Street SW
3:00 p.m. on the 3 rd Monday of each month	City Haii - 1133 28 Street 8 W
HISTORICAL COMMISSION	
6:30 p.m. on the 3 rd Wednesday of each month	Wyoming Public Library - 3350 Michael SW
	Wyoming Public Library - 3350 Michael SW
6:30 p.m. on the 3 rd Wednesday of each month (no meeting in December)	Wyoming Public Library - 3350 Michael SW
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^{**} NOTICE GIVEN PURSUANT TO PUBLIC ACT 267, OF 1976, AS AMENDED, BEING MCL 15.261 For further information regarding a scheduled meeting, contact the office of the City Clerk at 1155 28th St. SW, Wyoming, MI 49509-0905. Phone 616-530-7296.

RESOLUTION NO.	
KESOLUTION NO.	

RESOLUTION TO REAPPOINT ROBERT POSTEMA AS A REPRESENTATIVE OF THE CITY OF WYOMING ON THE INTERURBAN TRANSIT PARTNERSHIP BOARD

WHEREAS:

- 1. The term of Robert Postema as a Wyoming representative on the Interurban Transit Partnership Board expires on December 31, 2019.
- 2. It is the desire of the Wyoming City Council to reappoint Robert Postema as a Wyoming representative to the Interurban Transit Partnership Board.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby designate Robert Postema as a representative of the City of Wyoming on the Interurban Transit Partnership Board for a two-year term expiring December 31, 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 December 16, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No.			

Resolution No.

RESOLUTION NO
RESOLUTION TO REAPPOINT REPRESENTATIVES TO THE WEST MICHIGAN REGIONAL PLANNING COMMISSION
WHEREAS:
1. The By-Laws and Rules of Procedure for the West Michigan Regional Planning Commission entitle the City of Wyoming to three (3) representatives and one (1) alternate representative to serve on the West Michigan Regional Planning Commission Board.
NOW, THEREFORE, BE IT RESOLVED:
 That Principal Planner Nicole Hofert, Councilmember Sam Bolt, Citizen Representative Lillian VanderVeen and Alternate Representative Robert Postema be reappointed as the City's representatives for 2020. That the City Clerk be directed to send a copy of this resolution to the West Michigan Regional Planning Commission.
Moved by Councilmember: Seconded by Councilmember: Motion Carried Yes No
I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 16, 2019.
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION TO REAPPOINT MEMBERS TO THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE FOR THE CITY OF WYOMING

WHEREAS:

- 1. The term of office for some members of the Greater Wyoming Community Resource Alliance expires on January 1, 2020.
- 2. It is the desire of the City Council that members be reappointed to serve on the Greater Wyoming Community Resource Alliance for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

Resolution No.

1. That the City Council for the City of Wyoming, Michigan, does hereby reappoint the following named persons to serve on the Greater Wyoming Community Resource Alliance for the City of Wyoming for the terms so stated.

BOARD, C	COMMISSION OR COMMITTEE	TERM ENDING
Greater Wy Rebecca Ry Jeff Koeze	yoming Community Resource Allian ynbrandt	01/01/23 01/01/23
Moved by Council Seconded by Coun Motion Carried		
•	at the foregoing Resolution was adop an at a regular session held on Dece	oted by the City Council for the City of mber 16, 2019.
	Ko	elli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO.	

RESOLUTION TO SET A PUBLIC HEARING FOR THE TRANSFER OF AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FROM LEE STEEL CORPORATION TO MAKSTEEL USA, LLC

WHEREAS:

- 1. Industrial Development District 241, under Act 198, Public Acts of 1974, as amended, was established by Resolution Number 19327 on October 18, 1999.
- 2. On September 19, 2011, an Industrial Exemption Certificate now identified as IFT Number 2011-545 for \$1,535,000 for real property and \$4,550,000 for personal property was issued for twelve (12) years, expiring on December 31, 2023 was approved with Resolution Number 23991.
- 3. Lee Steel Corporation merged into Maksteel USA, LLC on March 7, 2019 and is no longer the owner of the facility located at 5875 Weller Court SW.
- 4. Section 21 of Public Act 198 of 1974, as amended, allows for the transfer of Industrial Facilities Exemption Certificates with the approval of the local governmental unit.
- 5. Maksteel USA, LLC is requesting the transfer of IFT Number 2011-545.
- 6. Public Act 198 requires the City to hold a public hearing on the approval of the transfer.

NOW, THEREFORE, BE IT RESOLVED:

Resolution No.

- 1. A public hearing on whether to approve the transfer of IFT Number 2011-545 to Maksteel USA, LLC shall be held at 7:01 p.m. on January 6, 2020 in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
- 2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be posted in City Hall.

Moved by Councilm Seconded by Council		
Motion Carried	Yes	
	No	
•	~ ~	lution was adopted by the City Council for the City of n held on December 16, 2019.
		Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN EMPLOYMENT AGREEMENT WITH THE COMMUNICATIONS SPECIALIST (CITY MANAGER'S OFFICE)

WHEREAS:

- 1. The City Manager desires to enter into employment agreements with officers and employees in administrative service for the City.
- 2. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
- 3. The City Manager has negotiated an employment agreement with the Communications Specialist (City Manager's Office).

NOW, THEREFORE, BE IT RESOLVED:

Resolution No.

- 1. The City Manager is authorized to execute an employment agreement with the Communications Specialist (City Manager's Office).
- 2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

Moved by Councils	nember:	
Seconded by Counc	eilmember:	
Motion Carried	Yes	
	No	
•	0 0	olution was adopted by the City Council for the City of on held on December 16, 2019.
		Kelli A. VandenBerg, Wyoming City Clerk
ATTACHMENTS:		
Employment Agree	ement	

CITY OF WYOMING

EMPLOYMENT AGREEMENT – COMMUNICATIONS SPECIALIST (CITY MANAGER'S OFFICE)

THIS AGREEMENT between Amanda Moore, of

("Employee"), and the City of Wyoming, a municipal corporation, of

1155 – 28th Street SW, Wyoming, Michigan 49509 ("City"), is made on the following terms:

- 1. TERM. The City hereby employs the Employee as Communications Specialist (City Manager's Office). This appointment shall be effective January 20, 2020. The Employee understands that as Communications Specialist (City Manager's Office), she serves at the pleasure of the City Manager, who may terminate the Employee for any reason at any time as provided by the City Charter and City Code and subject only to the provisions of Section 6 of this agreement.
- 2. PERFORMANCE. The Employee agrees to perform the duties of Communications Specialist (City Manager's Office) in a competent and professional manner and as set forth in the City Charter, City Code, established policies and regulations of the City and the laws of the State of Michigan. A job description has been provided to the Employee that the City may periodically revise with notice to the Employee. The Employee shall report to and be supervised by the Deputy City Manager.
- 3. **SERVICE DATE.** The Employee's date of service with the City shall be January 20, 2020. The Employee shall be credited with all earned benefits from her service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

- **4. COMPENSATION.** The Employee's salary shall be established by the City Manager in accordance with the annual budget authorization, the City Charter, and the City Code. The salary shall be paid in accordance with City payroll procedures.
- 5. BENEFITS. The Employee shall be provided the same health insurance plan (including employee contribution and opt-out option), dental, vision and life insurance plans, defined contribution plan, post-employment health plan, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to regular employees in the Administrative and Supervisory Association unless otherwise stated herein. Benefits shall be based on a hire date of January 20, 2020.

In addition to the above-stated benefits, the Employee shall be credited with 104 hours of vacation leave benefits upon starting employment. On January 1, 2021 and annually thereafter the employee shall be credited with 104 hours of vacation until such time as the Administrative and Supervisory Association vacation schedule shall apply.

Not withstanding any other provision of this Agreement, the Employee shall not be eligible for a payout of accrued benefits upon separation from employment until the Employee has been employed by the city for at least five (5) years.

- **6. TERMINATION.** This Agreement and the Employee's employment pursuant to it may be terminated as follows:
 - a. By the Employee's resignation. The Employee shall give written notice of the Employee's resignation at least thirty (30) days prior to its effective date.

- b. By the City Manager for the reason that the Employee 1) failed to substantially perform the Employee's job duties; 2) committed misfeasance, malfeasance or nonfeasance in the Employee's position; 3) engaged in criminal misconduct; 4) is convicted of any felony; 5) is convicted of a misdemeanor involving bodily harm or dishonesty; or 6) performed a deliberate and wrongful act. In such circumstances, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits.
- c. By the City Manager, other than as provided in subsection (b) of this Section. If such action is taken, the City shall pay the Employee, in addition to any other amounts to which the Employee is entitled under this Agreement, an amount equal to six months of the Employee's base salary. Such severance pay will be paid to the Employee over a six-month period by checks issued on regular City paydays and will have appropriate amounts withheld. The Employee's insurance (health, dental, vision and life) shall continue to be paid by the City for the same period. However, if the Employee secures another position of equal or greater pay during the six-month period, the City's obligation to make severance payments and continue insurance will cease. If the Employee takes another position at less pay during the six-month period, the City's obligation will be limited to the difference in pay for the balance of said six-month period. For purposes of this section, "another position" shall include employment, self-employment, independent contracting, or compensation from any source. The aforesaid severance pay and benefits shall be

paid to the Employee contingent upon the Employee executing a waiver and release of all claims satisfactory to the City.

- d. Upon termination of the Employee's employment, the Employee shall arrange for the immediate and orderly transfer of the Employee's office and the City-owned personal property, records, documents and other items in the Employee's possession.
- e. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time and for any reason, subject only to the provisions set forth in this Section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the Employee's position with the City, subject only to the provisions set forth in this Section.
- 7. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Employee or to the employment relationship between the Employee and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.
- 8. SEVERABILITY. The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or

over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

- 9. APPLICABLE LAW. The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.
- 10. ASSIGNMENT. Neither party may assign its rights, duties or interests in this Agreement without the prior written consent of the other party.
- 11. JURISDICTION AND VENUE. To the extent permitted by law, the parties agree that the jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in state court in Kent County, Michigan.
- 12. BINDING. This Agreement shall be binding upon the parties and their heirs, subrogates, successors and assigns.
- 13. RETURN OF CITY PROPERTY. The Employee agrees that when the Employee's employment ends, the Employee is responsible for returning any City-owned property in the Employee's possession and for paying any expenses or other amounts that the Employee may owe to the City at that time. The Employee authorizes the City to deduct any amount owed from any wage or benefit payments that may be due to the Employee.
- 14. SHORTENED LIMITATIONS PERIOD. The Employee agrees that any lawsuit or claim against the City arising out of the Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that Notice; or (b) for all other lawsuits,

within (i) 180 days of the event(s)	giving rise to the claim, or (ii) the time limits specified
by statute, whichever is shorter.	The Employee waives any statute of limitations that
exceeds this time limit.	
Dated:	Amanda Moore Communications Specialist (City Manager's Office)
	CITY OF WYOMING
Dated:	Curtis Holt City Manager

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN A MUNICIPAL SERVICES AGREEMENT FOR UNION SUITES AT MICHAEL LIMITED DIVIDEND HOUSING ASSOCIATION LLC HOUSING PROJECT

WHEREAS:

- 1. Union Suites at Michael Limited Dividend Housing Association LLC has proposed a housing project at 3566 Michael Ave SW but is seeking certain incentives from the Michigan State Housing Development Authority ("MSHDA").
- 2. To qualify for those incentives, it is necessary for the City to approve an exemption from *ad valorem* general property taxes for the project and the property on which it will be located.
- 3. MSHDA allows the payment to the City of a municipal services fee pursuant to a municipal services agreement to partially pay the cost of municipal services provided by the City to the project and the property on which it is located.

NOW, THEREFORE, BE IT RESOLVED:

- 1. The Municipal Services Agreement for the Union Suites at Michael Limited Dividend Housing Association LLC Housing Project is approved in substantially the form attached as Exhibit A subject to such changes as the Mayor, City Manager and City Attorney may approve. The Mayor and City Clerk are authorized and directed to sign that agreement on behalf of the City.
- 2. 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

Resolution No.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 16, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

Date: November 26, 2019

Subject: Union Suites at Michael Payment in Lieu of Taxes & Municipal Services

Agreement

From: Megan Sall, Deputy City Manager

Meeting Date: December 16, 2019

RECOMMENDATION:

It is recommended City Council approve the following:

1. Resolution approving a Municipal Services Agreement for Union Suites at Michael Limited Dividend Housing Association LLC Housing Project

2. Ordinance 21-19 approving a tax exemption for Union Suites at Michael Limited Dividend Housing Association LLC Housing Project

Together, this agreement and ordinance will have the effect of granting a property tax exemption for the Union Suites at Michael development (assuming the projects receive MSHDA approval for the LIHTC and assisted mortgage) and the corresponding payments of a 1% payment in lieu of taxes (PILOT) and a 4% municipal services fee by the entities owning those phases of the Union Suites at Michael development, an affordable senior housing project located at 3566 Michael Ave SW.

COMMUNITY, SAFETY, STEWARDSHIP:

The Union Suites at Michael Limited Dividend Housing Association LLC Housing Project will serve to provide affordable housing for seniors in the City of Wyoming, thereby filling a need that is pervasive throughout west Michigan due to the tight housing market. It will also serve to redevelop a piece of property that has been vacant and underutilized for several years.

DISCUSSION:

Union Suites at Michael Limited Dividend Housing Association LLC Housing Project will provide 163 units of affordable housing for seniors at 3566 Michael Ave SW, commonly known as the former AT&T site. The development will consist of 1 & 2-bedroom apartments, as well as 2-bedroom townhomes that will front Michael St. Amenities will include a community room, library, workout facility, mail room, café, hair salon and leasing office, as well as 1.68 acres of green space. 61% of the rents will be affordable for residents who make 60% or less of the area median income in Kent County. 39% of the rents will be affordable for residents who make 90% or less of the area median income.

In order to assist with the feasibility of the project, the developer is requesting a property tax exemption in conjunction with other assistance from the Michigan State Housing Development

Authority (MSHDA). Under the proposed PILOT ordinance and municipal service agreement, the ownership entity will pay the City of Wyoming 5% of the net shelter rents collected as a PILOT (1%) and municipal services fee (4%), versus property taxes based upon taxable value of the entire site. These payments will be made and the tax exemption will remain in effect as long as the MSHDA loan funding agreement is in existence. At completion of the project the 5% is expected to generate an amount that is comparable to the taxes that would normally be collected on the property.

Given the lack of affordable housing in the region, the proposed design of the property, and the prolonged vacancy at the site, it is believed that the development will serve to benefit the overall community.

The timing of this PILOT/MSA approval process is designed to allow the developer to meet the MSHDA application schedule for project financing. All required Planning Commission approvals for the site plan (and City Council approvals, if necessary) are still required.

BUDGET IMPACT:

The PILOT and MSA percentages have been negotiated at 5% in an effort to replace the amount of taxes the City would normally collect if the development were market rate.

MUNICIPAL SERVICES CONTRACT

(Union Suites at Michael Limited Dividend Housing Association LLC Housing Project)

This Municipal Services Contract is made as of December 17, 2019, between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 49509 (the "City"), and Union Suites at Michael Limited Dividend Housing Association LLC, a Michigan limited liability company, with offices at 335 Bridge St NW, Suite 2803, Grand Rapids, MI 49504 (the "Sponsor").

RECITALS

A. The Sponsor has applied for low income housing tax credits and a federally- or MSHDA-aided mortgage from the Michigan State Housing Development Authority ("MSHDA") in order to develop the following described low- and moderate-income of the housing development (the "Project") on the following described property (the "Property").

Project Description: The renovation of the 76,362 square foot office building into 80 one- and two-bedroom apartments with an attached addition that includes 53 apartment units and with the two buildings to also have a community room, library, workout facility, mail room, coffee café, hair salon, and leasing office. In addition, the Project also includes construction of 30 one- and two-story townhomes, 16 of which will have an attached 1-stall garage. The amenities will be solely for Project residents. All apartment and townhome units will be visitable units, with in-unit washer and dryer, full oven, dishwasher and garbage disposal. The Project will include on-site parking spaces to meet zoning requirements and will include construction of a shelter at the existing bus stop on Michael Ave SW. There will be 1.68 acres of open space that will be improved with a pave walking path, sitting area, and outdoor cooking area. It will be developed generally in accordance with the site layout and building elevations prepared by Nederveld and Lotz and Mertz Architecture labeled "3566 Michael Ave SW – Union Suites," submitted to the City on October 17, 2019, subject to such changes as may be (i) required by planning, zoning, construction code and other governmental permits and approvals or (ii) approved by the City Council of the city.

Property Description: Approximately 7.3 acres of real property including the vacant approximately 76,362 square foot office building currently located on it:

PART SW 1/4 SE 1/4 COM AT S 1/4 COR TH N 0D 00M ALONG N&S 1/4 LINE 40 FT TH S 88D 01M 13S E PAR WITH S SEC LINE 40 FT TO BEG OF THIS DESC - TH N 0D 00M ALONG E LINE OF MICHAEL AVE 796.33 FT TO A PT 495 FT S FROM S 1/8 LINE TH S 87D 57M 59S E PAR WITH S 1/8 LINE 287.30 FT TO W LINE OF ALBERT REALTORS WYOMING PLAT TH S 0D 01M 01S W 139.60 FT TO SW COR OF LOT 30 OF SD PLAT TH N 87D 57M 59S W 15 FT TH S 0D 01M 01S W 60 FT TH S 87D 57M 59S E 15 FT TH S 0D 01M 01S W 120.95 FT TH S 87D 57M 59S E 102.5 FT TH S 0D 01M 01S W 423.31 FT TO N LINE OF 36TH ST TH N 88D 01M 13S W ALONG SD N LINE 437.05 FT TH S 0D 00M 7 FT TH N 88D 01M 13S W 55 FT TO BEG * SEC 14 T6N R12W.

- B. The State Housing Development Authority Act of 1966, 1996 PA 346, MCL 126.1401 *et seq.* (the "**Act**"), empowers municipalities to grant property tax exemptions for such housing developments.
- C. The City has adopted Ordinance No. 21-19 providing that the Project is eligible for a property tax exemption under the Act, a copy of which is attached as **Exhibit A** (the **"Ordinance"**).
- D. The City wishes to ensure the Sponsor acquires, constructs, owns and operates the Project as depicted in Exhibit A within the promised time.

E. The Sponsor wishes to ensure that municipal services will be provided to residents of the Housing Development throughout the period when the Project is exempt from property taxes.

TERMS AND CONDITIONS

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

- 1. Development.
- A. The Sponsor will acquire, construct, own and operate the Project on the Property with construction beginning not later than December 31, 2022.
- B. If construction has not begun (by the pouring of footings and foundations following the issuance of building permits for the buildings and other improvements comprising the Project), by December 31, 2022, the City Council may choose to repeal the Ordinance and terminate this Agreement. Before undertaking action to do so, the City shall give the Sponsor and MSHDA written notice of the meeting at which such action will be considered and provide the Sponsor and MSHDA an opportunity to address the City Council before any such action is formally considered.
- 2. <u>Municipal Services</u>. The City shall provide municipal services to the Property, the Project and the Project's occupants just as it does for all similar property in the City.
- 3. Municipal Services Fee.
- A. To the extent permitted by law, there shall be paid to the City a municipal services fee equal to 4.0% of the Annual Shelter Rent (as defined in the Ordinance) collected for the Project during each operating year.
- B. The annual municipal services fee for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year and thereafter will be subject to interest and penalties shall be collectible in the same manner as for *ad valorem* property taxes under the City Charter, this Code of Ordinances and the General Property Tax Act, 1893 PA 206, MCL 211.1 *et seg*.
- C. The amounts paid pursuant to this agreement shall be in addition to the amounts paid pursuant to the Ordinance.
- 4. <u>Annual Reporting</u>. Beginning in the year in which the Sponsor first receives the benefit of the tax exemption granted under the Ordinance (the "**Tax Exemption**"), the Sponsor shall annually submit to the city assessor on or before April 30 an audit report showing the Annual Shelter Rent collected and the utilities paid by the Sponsor in the prior year.
- 5. <u>Term.</u> This agreement shall take effect as of the date first written about and shall remain in effect for each year that the tax exemption provided under the Ordinance remains in effect.
- 6. General Provisions.
- A. Any notice, request or other communication given pursuant to this Agreement to either party shall be in writing and shall be deemed given when (i) delivered personally, (ii) when actually delivered by FedEx, UPS or similar delivery service, or (iii) when delivered and acknowledged by e-mail to the other party at the addresses first set forth above, unless the other party has designated in writing a different address for the serving of notices by a notice given in compliance with this subsection 16.A.
- B. This is the entire agreement between the parties as to its subject matter. It supersedes and replaces all prior agreements. It cannot be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.
- C. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.
- E. The captions are for reference only and shall not affect the interpretation of this Agreement. However, the recitals are an integral part of this Agreement.
- F. This Agreement and the rights and obligations under this Agreement are unassignable and non-transferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties.

- G. This Agreement shall be enforceable only by the parties and no other person shall have the right to enforce any provision.
- H. No delay on the part of either party in the exercise of any right or remedy shall operate as a waiver of such right or any other right; a waiver on any one occasion shall not be construed as a bar to or waiver of any subsequent breach of the same or any other provision of this Agreement on a future occasion.
- I. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this Agreement shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.
- J. A copy of this Agreement shall be recorded with the Kent County Register of Deeds.

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

Wyoming, MI 49509

Exhibit A: Ordinance No. 21-19

CITY OF WYOMING	STATE OF MICHIGAN COUNTY OF KENT			
By:	On, 2019, Jack A. Poll and Kelli A VandenBerg, known to me as the Mayor and Clerk, respectively for the City of Wyoming acknowledged their signatures before me.			
By:	_			
Kelli A. VandenBerg, City Clerk	*			
Approved as to form:	Notary public, Kent County, MI Acting in Kent County, MI My commission expires:			
Scott G. Smith, City Attorney				
UNION SUITES AT MICHAEL LIMITED DIVIDEND HOUSING ASSOCIATION LLC	STATE OF MICHIGAN COUNTY OF KENT			
By:Thomas Ralston, Manager	Housing Association LLC, acknowledged their signatures before me.			
By: Nicholas Lovelace, Manager	- -			
Nicholas Lovelace, Manager	*			
	Notary public, County, MI Acting in County, MI My commission expires:			
No state or county transfer tax is due becaus	e no interest is conveyed by this document.			
Drafted by: Scott G. Smith, City Attorney City of Wyoming 1155 28 th Street SW	When recorded, return to: Kelli A. VandenBerg, City Clerk City of Wyoming 1155 28 th Street SW			

Union Suites at Michael Final Page 3 of 6

Wyoming, MI 49509

EXHIBIT A

ORDINANCE NO. 21-19

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV OF THE CITY CODE BY ADDING DIVISION 8 TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR THE UNION SUITES AT MICHAEL LIMITED DIVIDEND HOUSING ASSOCIATION LLC HOUSING PROJECT

THE CITY OF WYOMING ORDAINS:

Section 1. <u>Amendment</u>. That Chapter 2, Article IV of Code of Ordinances, City of Wyoming, Michigan, by adding Division 8 to read as follows:

DIVISION 8

TAX EXEMPTION AND SERVICE CHARGE FOR 2 UNION SUITES AT MICHAEL LIMITED DIVIDENT HOUSING ASSOCIATION LLC HOUSING PROJECT

Sec. 2-306A. Purpose.

- (a) Pursuant to section 15a of the Act, MCL 125.1415a, the city may encourage the development of low- and moderate-income housing by providing a service charge in lieu of property taxes. The city is authorized by that statute to establish or change the service charge to be paid in lieu of taxes by classes of housing exempt from property taxation under that statute at an amount the city chooses, not to exceed the taxes that would be paid.
- (b) The city finds that (i) housing Low Income Persons and Families is a public necessity, (ii) the city will be benefited and improved by such housing, (iii) the encouragement of the development of such housing by providing a property tax exemption for such housing is a valid public purpose, (iv) the provisions of this ordinance for tax exemption and the service charge in lieu of taxes during the period provided by this Division are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption, and (v) development of such housing will further related public purposes such as development of the Project to enhance the downtown area of the city.
- (c) The Sponsor has offered, subject to receipt of an allocation under the LIHTC Program by the Authority and a Mortgage Loan, to acquire and construct, own and operate the Project to serve Low Income Persons and Families and the Sponsor has offered to pay the city on account of the Project an annual service charge for public services in lieu of all *ad valorem* property taxes.

Sec. 2-307A. Definitions.

- (a) Act means the State Housing Development Authority Act of 1966, 1966 PA 346, 125.1401 et seq.
- (b) Authority means the Michigan State Housing Development Authority.
- (c) Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of the Project for rent or occupancy charges, exclusive of Utilities charges.
- (d) *LIHTC Program* means the Low Income Housing Tax Credit program administered by the Authority under section 42 of the United States Internal Revenue Code of 1986, 26 USC §42.
- (e) Low Income Persons and Families means persons and families eligible to move into a housing project.
- (f) Mortgage Loan means a loan that is federally-aided (as defined in section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the acquisition, construction, and/or permanent financing of the Project on the Project Property and secured by a mortgage on the Project.
- (g) *Project* means the housing project for Low Income Persons and Families and related amenities and development located on the Project Property acquired, constructed, owned and operated by the

Sponsor, subject to income and rent restrictions under the LIHTC Program and a Mortgage Loan, to consist of the renovation of the 76,362 square foot office building into 80 one- and two-bedroom apartments with an attached addition that includes 53 apartment units and with the two buildings to also have a community room, library, workout facility, mail room, coffee café, hair salon, and leasing office. In addition, the Project also includes construction of 30 one- and two-story townhomes, 16 of which will have an attached 1-stall garage. The amenities will be solely for Project residents. All apartment and townhome units will be visitable units, with in-unit washer and dryer, full oven, dishwasher and garbage disposal. The Project will include on-site parking spaces to meet zoning requirements and will include construction of a shelter at the existing bus stop on Michael Ave SW. There will be 1.68 acres of open space that will be improved with a pave walking path, sitting area, and outdoor cooking area. It will be developed generally in accordance with the site layout and building elevations prepared by Nederveld and Lotz and Mertz Architecture labeled "3566 Michael Ave SW – Union Suites," submitted to the City on October 17, 2019, subject to such changes as may be (i) required by planning, zoning, construction code and other governmental permits and approvals or (ii) approved by the City Council of the city.

(h) *Project Property* means the following described approximately 7.3 acres of real property including the vacant approximately 76,362 square foot office building currently located on it:

PART SW 1/4 SE 1/4 COM AT S 1/4 COR TH N 0D 00M ALONG N&S 1/4 LINE 40 FT TH S 88D 01M 13S E PAR WITH S SEC LINE 40 FT TO BEG OF THIS DESC - TH N 0D 00M ALONG E LINE OF MICHAEL AVE 796.33 FT TO A PT 495 FT S FROM S 1/8 LINE TH S 87D 57M 59S E PAR WITH S 1/8 LINE 287.30 FT TO W LINE OF ALBERT REALTORS WYOMING PLAT TH S 0D 01M 01S W 139.60 FT TO SW COR OF LOT 30 OF SD PLAT TH N 87D 57M 59S W 15 FT TH S 0D 01M 01S W 60 FT TH S 87D 57M 59S E 15 FT TH S 0D 01M 01S W 120.95 FT TH S 87D 57M 59S E 102.5 FT TH S 0D 01M 01S W 45 FT TH S 87D 57M 59S E 102.5 FT TH S 0D 01M 01S W 423.31 FT TO N LINE OF 36TH ST TH N 88D 01M 13S W ALONG SD N LINE 437.05 FT TH S 0D 00M 7 FT TH N 88D 01M 13S W 55 FT TO BEG * SEC 14 T6N R12W

- (i) *Sponsor* means Union Suites at Michael Limited Dividend Housing Association LLC and any entity that receives or assumes a Mortgage Loan for the Project on the Property.
- (j) *Utilities* means charges for gas, electric, water, sanitary sewer and other utilities furnished to the Project or its occupants and paid by the Sponsor.

Sec. 2-308A. Property Tax Exemption.

- (a) Pursuant to section 15a of the Act, from the time construction of the Project begins the Project and the land on which it is located shall be exempt from *ad valorem* property taxes.
- (b) This exemption shall remain in effect during the period any portion of the Mortgage Loan remains outstanding and that the Project remains subject to income and rent restrictions, but not longer than 50 years.

Sec. 2-309A. Annual Service Charge.

- (a) To the extent permitted by law, there shall be paid to the city an annual service charge in lieu of *ad valorem* property taxes equal to 1.0% of the Annual Shelter Rent collected for the Project during each operating year.
- (b) The annual service charge in lieu of taxes for each operating year of the Project shall be payable in the same manner as general property taxes are payable to the city and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year. Delinquent payments will be subject to the same interest and penalties, and shall be collectible in the same manner as provided for under the City Charter, this Code of Ordinances and the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, et seq).
- (c) To the extent permitted by law, the amounts paid pursuant to this section shall be in addition to the amounts paid pursuant to any municipal services agreement between the Sponsor and the city.

Sec. 2-310A. Contractual Effect of Ordinance.

(a) To the extent not otherwise prohibited by the constitution and laws of the state of Michigan,

regardless of any part of subsection 15a(5) of the Act, MCL 125.1415a(5), to the contrary, a contract between the city and the Sponsor with the Authority as a third party beneficiary of the contract to provide the tax exemption and accept payments in lieu of taxes as provided in preceding sections of this division is create and effectuated by the adoption of this division of the Code of Ordinances, City of Wyoming, Michigan.

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

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

Section 3. <u>Severability</u>. The sections and provisions of this ordinance are severable. If any section or provision of this ordinance is determined by any court of competent jurisdiction to be unconstitutional or invalid that determination shall not affect the validity of this ordinance as a whole or any section or provision of this ordinance, other than the section or provision so declared to be unconstitutional or invalid.

Section 4. <u>Inconsistency</u>. To the extent permitted by law, provisions of ordinances that are inconsistent with this ordinance are repealed. If such a general repealer is ruled ineffective and any provision of this ordinance is inconsistent with any provision of any other ordinance, the provision of this ordinance shall be controlling.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on December 16, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN A COMMERCIAL PROPERTY LEASE OF 2385 PORTER STREET SW TO TAMAZ LLC

WHEREAS:

- 1. Tamaz LLC, doing business as Two Guys Brewing, has occupied the City-owned site at 2385 Porter Street SW pursuant to a 3-year lease that is expiring the end of this month.
- 2. Tamaz LLC has expanded its business into other buildings in the general vicinity and wishes to continue leasing that premises.
- 3. The City wishes to encourage such businesses to grow and expand.

NOW, THEREFORE, BE IT RESOLVED:

Resolution No.

- 1. The 3-year Commercial Property Lease between the City and Tamaz LLC dated as of January 1, 2020 is approved subject to such changes as the Mayor, City Manager and City Attorney may approve. The Mayor and City Clerk are authorized and directed to sign that lease on behalf of the City.
- 2. All resolutions and parts of resolutions are, to the extent any conflict with this resolution, rescinded.

Moved by Council	member:	
Seconded by Coun	cilmember:	
Motion Carried	Yes	
	No	
•	0 0	solution was adopted by the City Council for the City of on held on December 16, 2019.
		Kelli A. VandenBerg, Wyoming City Clerk
ATTACHMENTS	:	
Staff Report		
Lease Agreement		

STAFF REPORT

Date: December 12, 2019

Subject: Lease of 2385 Porter St SW

From: Megan Sall, Deputy City Manager

Meeting Date: December 16, 2019

RECOMMENDATION:

It is recommended City Council approve the Resolution Approving and Authorizing Mayor and City Clerk to Sign a Commercial Property Lease of 2385 Porter Street SW to Tamaz LLC.

COMMUNITY, SAFETY, STEWARDSHIP:

Business growth is key to providing needed employment and tax base. This business has become a vital part of the neighborhood and has expanded into other area buildings. The continued lease of this otherwise unused City property to this business will continue to encourage its growth.

DISCUSSION:

This will extend the occupancy and use of 2385 Porter Street SW by Two Guys Brewing with the intention that the business will purchase that property under terms yet to be determined and when it can arrange any needed financing.

BUDGET IMPACT:

The monthly rent has been increased and a 3% annual rent escalation is provided to keep pace with inflation.

COMMERCIAL PROPERTY LEASE

(FORMER PORTER STREET FIRE STATION)

This Commercial Property Lease is made as of January 1, 2020, between the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509 ("**Lessor**") and Tamaz, LLC, a Michigan limited liability company doing business as Two Guys Brewing of 2539 Byron Center Ave SW, Wyoming, MI 49519 ("**Lessee**").

RECITALS

A. The parties entered into a 3-year Commercial Property Lease beginning January 1, 2017 that expires on December 31, 2019 (the "**Prior Lease**") for the following described land and improvements that was formerly a Wyoming fire station at 2385 Porter St SW, PP# 41-17-10-151-031 (the "**Premises**"):

The South 181 feet of the East 120 feet of the West 153 feet of the Northwest 1/4, Section 10, T6N, R12W, City of Wyoming, Kent County, Michigan.

B. Lessee has established a business on the Premises and other property in its general vicinity and wishes to again lease the Premises with the intent to acquire it after the parties agree upon the sale terms and Lessee arranges any desired financing.

TERMS AND CONDITIONS

- 1. Lease. Lessor leases to Lessee and Lessee leases from Lessor the Premises.
- 2. <u>Term.</u> The lease term is 3 years beginning January 1, 2020 and, unless terminated earlier, expiring December 31, 2022.
- 3. <u>Rent</u>. The first year's rent will be \$800.00 per month for the first year and will increase 3.0% each year thereafter rounded to the dollar so that in the second year of this Lease, beginning January 1, 2021, the rent will be \$824.00 per month, and in the third year of this Lease beginning January 1, 2022, the rent will be \$849.00 per month.
- A. Rent is due and payable in advance on the first day of each calendar month at Lessor's treasurer's office at Lessor's address written above. Rent for any partial month of occupancy shall be prorated.
- B. A late payment fee of \$100.00 will be due on any rent payment not received by Lessor on or before the fifth day of any calendar month. Interest on unpaid rent shall be at the rate of 1.0% per month or part of a month that rent remains unpaid after the fifth day of any calendar month.
- 4. <u>Signs</u>. Signs placed on the Premises must be in keeping with the character and decor of the Premises and will be subject to Lessor's approval before installation. Lessee will be responsible for maintenance and repair of all signs.
- 5. <u>Acceptance</u>. The Premises are leased in an "as is" "where is" condition without any representation or warranty as to their condition or their fitness for any purpose or use. Lessee acknowledges it has occupied the Premises for the last three years, made improvements to the Premises, and is responsible for the condition of the Premises at the beginning of this Lease.
- 6. Occupancy, Use, and Maintenance.
- A. The Premises must be used and occupied by Lessee only for operation of a microbrewery in conjunction with other property in its vicinity, including the property across the street at 2356 Porter St SW. All activities on the Premises must comply with all applicable laws, rules, and regulations, including, without limitation, all city ordinances, construction and building codes, and property maintenance codes and also including any zoning and other land use approvals such as special use, site plan and variance approvals.
- B. Lessee is responsible for maintaining the Premises in good and safe condition, including any plate glass windows, the electrical wiring, the plumbing, any other system or equipment on the Premises, structural members of all buildings, parking lot surface and other improvements on the Premises. Lessor will have no responsibility for any maintenance to or repair of the Premises.
- C. If Lessee fails to maintain and repair the Premises as required in this Lease, Lessor may do so and Lessee will pay the Lessor any costs Lessor incurs to do so, including without limitation, any costs of

contractors, materials or labor, including any of Lessor's internal costs for labor. Lessee must pay Lessor within 10 days of any invoice for that amount.

- 7. <u>Utilities</u>. All utilities servicing the premises metered must be in Lessee's name and Lessee will be responsible for payment of all rates, fees, charges and assessments any utility service to the Premises prior to or during the lease term, including without limitation, gas, electric, water, sanitary sewer, storm sewer, telephone, internet, television, fiber optic, or any similar service on or before the date(s) on which any such bill can no longer be paid without late payment fees, penalties, interest and before any threat of service termination.
- 8. <u>Taxes</u>. Due to Lessee's occupancy of the Premises, the Premises will be subject to taxation. Lessee will pay all taxation against the Premises and any personal property on or within the Premises on or before the date those taxes can no longer be paid without penalties or interest.
- 9. <u>Surrender</u>. At the expiration or other termination of this Lease, Lessee must surrender the Premises to Lessor in a broom clean and same condition as on the commencement of the Prior Lease, except for normal wear and tear. Lessee must remove any of its personal property and trade fixtures before the expiration or other termination date of this Lease. Lessee must repair any damage to the Premises caused by the removal of such fixtures. Anything left on or in the Premises after the termination date of this Lease will, at Lessor's option, be Lessor's property or disposed of by Lessor at Lessee's expense.
- 10. <u>Entry and inspection</u>. Lessor or Lessor's agents may enter the Premises at reasonable times and with reasonable notice, to inspect and repair the Premises.
- 11. <u>Alterations</u>. Lessee may remodel and improve the Premises but any remodeling or improvements altering the Premises must first be approved by Lessor. Such work must be done without damage to any structural portion of the building. Any improvements constructed on the premises shall become the property of the lessor when this lease terminates.
- 12. <u>Assignment and Subleasing</u>. Lessee may not sublease the Premises, convey its interest or any portion of its interest in the Premises, license any other individual or entity to use the Premises, or assign this Lease or any interest in this Lease without Lessor's prior written consent.

13. Risk and Insurance.

- A. Lessee's personal property, including trade fixtures, on the Premises will kept at Lessee's sole risk. Lessor will not be responsible for any loss of business or other loss or damage that is occasioned by the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Premises.
- B. Lessee will indemnify and defend Lessor and Lessor's officers, employees and agents for and against any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any party with respect to any personal injury (including death) or property damage, from any cause, with respect to Lessee's (including Lessee's members, officers, employees, contractors and agents) use or occupancy or, improvements to, or activities on the Premises Lessee or the premises, except for liability resulting from the intentional acts or gross negligence of Lessor or Lessor's officers, employees, or agents.
- C. Lessee must insure the Premises, including all land, buildings and improvements, for the replacement cost of the buildings and improvements, against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils. Lessee shall obtain and maintain in full force general liability and property damage insurance with coverage of not less than \$1,000,000 for injury or death to any one person, \$2,000,000 for injury or death to more than one person, and \$500,000 for property damage, covering all claims for injuries to persons occurring on or around the Premises. The insurer(s) must be authorized to insure property and do business in Michigan. Each insurance policy must include contain a provision or endorsement exempting Lessor and Lessor's officers and employees from any loss of coverage as an insured due to the acts of Lessee or Lessee's officers, employees, contractors or agents. Lessee will, upon Lessor's request, provide Lessor copies insurance certificates and endorsement evidencing that the insurance is in effect during the lease term. All policies must also provide for at least 30 days advance written notice by the insurance company to Lessor of any termination or cancellation of a policy. All policies must name both Lessor and Lessor's officers and employees as insureds or additional

insured and the Lessor as a certificate holder.

- D. The parties, and all parties claiming under them, release each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the Premises or covered by insurance in connection with property or activities on the Premises, regardless of the cause of the damage or loss. Each party will include appropriate clauses waiving subrogation against the other party,
- 14. <u>Destruction of Premises</u>. If the Premises is partially damaged or destroyed through no fault of the Lessee, Lessor will, to the extent of funds provided by insurance provided pursuant to subsection 13.C, promptly repair and restore the Premises. If the Premises is partially damaged but remain occupiable, rent shall not abate in whole or in part during the period of restoration. If the Premises is totally destroyed through no fault of the Lessee or if the Premises cannot be repaired and restored within 180 days, either party may terminate this Lease effective the date of the destruction by giving the other party written notice of termination within 10 days after the destruction. If such a notice is given within that period, this Lease will terminate, and rent shall be adjusted between the parties to the date of the surrender of possession. If the notice is not given within the required period, this Lease shall continue, without abatement of rent, and the Lessor shall repair the premises.

15. Default and Remedies.

- A. If Lessee fails to pay any taxes or utility bills as required under this Lease, Lessor may, without notice to Lessee make such payment and bill Lessee the amount Lessor paid. Lessee must pay Lessor within 10 days of any invoice for that amount.
- B. If Lessee fails to provide insurance as required in this Lease, Lessor may procure such insurance and bill Lessee the cost Lessors incurs to procure that insurance. Lessee must pay Lessor within 10 days of any invoice for that amount.
- C. If Lessee (i) fails to pay rent when due (ii) fails to pay any other amounts are required by this Lease, (iii) fails to perform any other obligation under this Lease within 10 days after receiving written notice of the default from the Lessor, or (iv) makes any assignment for the benefit of creditors or a receiver is appointed for Lessee or Lessee's property, or if any proceedings are instituted by or against Lessee for bankruptcy (including reorganization) or under any insolvency laws, Lessor may terminate this Lease, reenter the Premises, and seek to re-let the Premises on whatever terms Lessor determines advisable. Regardless or Lessor's reentry Lessee will continue to be liable to Lessor for rent owed under this Lease and for any rent deficiency that results from re-letting the Premises during the lease term. Regardless of any re-letting without termination, Lessor may at any time elect to terminate this Lease for any Lessee default by giving the Lessee written notice of the termination.
- 16. <u>Notices</u>. Notices required under this Lease must be in writing and delivered in person or sent by UPS, FedEx, registered or certified mail, providing a delivery receipt to the addresses of the parties provided above or to such other addresses as the parties substitute by written notice.
- 17. <u>Lessee's Possession and Enjoyment</u>. As long as Lessee pays rent and performs all its obligations under this Lease, Lessee may peacefully and quietly hold and enjoy the Premises for the lease term.
- 18. <u>Holding Over</u>. If Lessee fails to vacate the Premises at the expiration or other termination of this Lease, the holding over shall constitute a month-to-month tenancy at a monthly rental rate of \$2,000.00 per month.

19. Special Terms.

- A. Lessee has the option to purchase the Premises at any time during the lease term under such terms as the parties may agree.
- B. Lessee is responsible for obtaining and maintaining all necessary licenses and other approvals federal, state and local agencies, bodies and officials to operate Lessee's business on the Premises.

20. General Terms.

- A. This Lease is the entire agreement between the parties as to the Premises. It supersedes the Prior Lease. This Lease may not be modified except by a written document signed by the parties.
- B. Lessor's failure to enforce any provision of this Lease does not waive any right to enforce that or any

other provision in the future. No waiver will occur unless the waiver is in writing signed by the waiving party.

C. This Lease binds and benefits the parties, their successors and permitted assigns. However, no other parties are intended to be beneficiaries of this Lease.

CITY OF WYOMING	TAMAZ, LLC, D/B/A TWO GUYS BREWING
By: Jack A. Poll, Mayor	By: Thomas Payne, Jr., Member
By: Kelli A. VandenBerg, Clerk	Date signed: December, 2019
Date signed: December, 2019	
Approved as to form:	
Scott G. Smith. City Attorney	

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RESOLUTION TO CONCUR WITH THE EMERGENCY REPAIR OF A VACTOR TRUCK AND TO AUTHORIZE PAYMENT TO WEST MICHIGAN INTERNATIONAL

WHEREAS:

- 1. As detailed in the attached Staff Report, it is recommended the City Council concur with the emergency repair of a vactor truck and authorizes payment to West Michigan International in the total amount of \$15,883.54.
- 2. Funds for the repairs are available in the Motor Pool repairs and maintenance account number 661-441-58200-930.000.

NOW, THEREFORE, BE IT RESOLVED:

- 1. The City Council does hereby concur with the emergency repair of a vactor truck and authorizes payment to West Michigan International.
- 2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

Invoice

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 16, 2019.

	Kelli A. VandenBerg, Wyoming City Clerk
ATTACHMENTS:	
Staff Report	

Resolution No	

STAFF REPORT

Date: November 26, 2019

Subject: Vactor Engine Emergency Repair

From: Ted Seil, Fleet Services Supervisor

Meeting Date: December 16, 2019

RECOMMENDATION:

We recommend the City Council approve an emergency repair to the engine of the Vactor by West Michigan International in the amount of \$15,883.54.

COMMUNITY, SAFETY, STEWARDSHIP:

The Vactor is used more than any other piece of equipment in the Public Service Department to respond to water and sewer emergencies. It is used to excavate areas that have sensitive underground utilities such as gas lines or fiber optic communication lines in a safer manner than using a backhoe, and to clear sewer main backups.

DISCUSSION:

On November 5, 2019, the Vactor was brought into Fleet Services with rough running engine. It was determined that there was a problem with the engine. The vehicle was towed to West Michigan International. West Michigan International inspected the vehicle and confirmed the diagnosis. Once disassembled, it was found that the engine had two bent piston rods, necessitating a compete engine overhaul. Due to the importance of this piece of equipment, an emergency repair was requested and approved by the City Manager consistent with City Purchasing Policy.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Motorpool Repairs and Maintenance Account 661-441-58200-930.000.

ATTACHMENTS:

Service Invoice from West Michigan International



575 56TH STREET SW GRAND RAPIDS, MI 49548 P: (616) 241-4656 F: (616) 241-0813 Facility Lic F163699

BILL TO CITY OF WYOMING - 10783 1155 28TH STREET SW PO BOX 905 WYOMING MI 49509 P: (616) 558-6659 F: DELIVER TO

CITY OF WYOMING - 10783 1155 28TH STREET SW PO BOX 905 WYOMING MI 49509 P: (616) 558-6659

F:

SERVICE INVOICE: R101022107:01

	DATE ARRIVED	DATE INVOICE	SALES TYPE ADVISOR		TERMS	CUSTOMER REFERENCE			
11/5/2	019 6:20:31PM	11/26/2019	SRET		Michael Philli	ip	AR	626-0	001
YEA	R MAKE	MODEL	VIN	Unit ID	CUST UNIT #	ENGINE HOURS	IN SERVICE	Component Serial #	ODOMETER
201	3 INTERNATIONAL	7000 SERIES	1HTWNAZT1DH167878	184188	626-001	6,032	5/24/2012		26514

Sold Operations

JOB #1 12 ENGINE

COMPLAINT

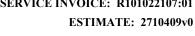
VEHICLE OVERHEATED AND BLEW WHITE SMOKE AT EXHAUST AND TURBO AREA, CUSTOMER STATED WHEN TRYING TO START, IT ACTED LIKE IT HAD COOLANT IN CYLUNDERS (HYDRO-LOCK)

CAUSE

CORRECTION

PUSHED UNIT IN, UNIT TOOK A MIN TO GET IN BECAUSE UNIT SO HEAVY IT WAS HARD TO STEER WITHOUT RUNNING, HAD TO BACK UP AND RECENTER TO GET IN, ONCE IN I HAD TO DISCONNECT HYDROLIC CYLINDER FROM FRONT HOSE SECTION AND THEN PULL IT OUT WITH COME ALONG, I THEN HAD TO MANUALLY PUMP BOOM UP TO GET THAT OUT OF THE WAY, I THEN REMOVED AIR BOX, COWEL, REMOVED ALL PC FROM AROUND VALVE COVER, UNIT IS A HIGH HORSE POWER DT SO IT DOES HAVE A INTERCOOLER WHICH HAD TO COME OFF, CAC TUBING, COOLANT HOSES, GOT VALVE COVER OFF THEN REMOVED RAIL AND INJECTORS, AND PERFROMED PISTON HEIGHT MEASURMENT PROCEDURE, MESUERMENTS ARE WITH WORK ORDER BUT 4-5 HAVE SOME ISSUES. I THEN CHECKED WARRANTY COVEREAGE WHICH ITS OUT BY TIME, I THEN QUOTED WORKS KIT, EGR COOLER, THERMOSATS, 2 RODS, MAIN BEARING BOLTS, TURBO FEED LINE, COME EXTRA SEALS AND SUCH.

163, REMOVED TURBO AND EXHAUST BACK PRESSURE DEVICE, BOLTS BROKE OFF IN BACK PRESSURE VALVE AND NEEDS TO BE REPLACED. ALSO REMOVED EGR COOLER, REMOVED FAN AND FAN HUB, WHEN REMOVING WIRING HARNESS THE CAM SENSOR BROKE OFF IN FRONT COVER. REMOVED ROCKER SHAFT AND FUEL FILTER HOUSING, REMOVED INTAKE MIXER AND PULLED HEAD. DRAINED OIL, REMOVED OIL PICK UP TUBE AND FRONT MOTOR MOUNTS, JACKED UP ENGINE TO GET OIL PAN OUT, THIS TOOK ABOUT 3 HRS-NO FUN, TOO MANY HYDROLIC HOSES AND COOLANT LINES IN THE WAY. REPLACED MAIN BEARINGS, HUNG PISTONS ON RODS, REPLACED 2 RODS. INSTALLED LINERS AND MEASURED PROTRUSION. INSTALLED PISTONS AND TORQUED RODS. STARTED TO PUT HEAD BACK TOGETHER. INSTALLED HEAD, INSTALLED ROCKER SHAFT AND ADJUSTED VALVES, INSTALLED INJECTORS AND OIL RAIL. INSTALLED ROCKER COVER AND REPLACED OIL PUMP AND WATER PUMP. INSTALLED FAN SHROUD AND FAN, INSTALLED AC COMPRESSOR AND PUT OIL PAN BACK ON. INSTALLED TURBOS AND EXHAUST BACK PRESSURE VALVE. HOOKED UP HOSES AND RECHARGED AC SYSTEM. I ALSO HAD TO REPLACE ROCKER COVER GASKET BECAUSE A SECTION OF THE RUBBER SEAL WAS BAD. FILLED WITH OIL AND COOLANT. TEST DROVE AND CHECKED OVER. FOUND THER WAS A OIL LEAK BY TURBO, TOOK AREA AROUND TURBO APART AND FOUND A CUT O-RING AT HIGH PRESSURE TURBO OIL DRAIN. REPLACED O-RING AND PUT EVERYTHING BACK TOGETHER, STEAM CLEANED AND TEST DROVE AGAIN.





QTY	ITEM	Sold Operations (Cont.) DESCRIPTION	UNIT PRICE	EXTD PRICE
1	101D/BDT36702	HARDENED	0.03	0.03
1	101D/BDT3M04029	3M HAND PAD, 7447, AO VERY FIN	2.51	2.51
1	101D/BDT42454	METRIC L	0.12	0.12
2	101D/BDT44197	MET CLAS	0.43	0.86
1	101D/BDT44452	MET 10.9	0.14	0.14
8	101D/BDTC24706	CABLE TI	0.08	0.64
8	101D/BDTC24707	CABLE TI	0.20	1.60
6	101D/BDTC96023	CABLE TI	0.02	0.12
3	101D/BDTMP43985	MET HARD	0.06	0.18
2	101D/BDTSSPM25HL3	CHASSIS	0.98	1.96
6	101D/FLTANCBC14	BRAKE CLEAN NON CHLORINATED	2.47	14.82
1	101D/FLX5526100	HOSE, HEATER 1" SILICONE BLUE	2.60	2.60
33	101D/ZSH500010047B	OIL T5 10W-30 BULK	3.80	125.40
11	101D/ZSH550041810G	RED COOLANT 50/50 1GAL JUG	12.80	140.80
1	101N/1814695C1	SEAL O-RING #213	8.11	8.11
1	101N/1820606C1	BOLT M12X1.75X50MM HEX FLANGE	6.90	6.90
1	101N/1828345C91	SENSOR, MAGNETIC POSITION	98.86	98.86
1	101N/1841365C3	BOLT PREV TORQUE M12X1.75X40MM	9.23	9.23
1	101N/1841479C1	SEAL COOLANT PORT	19.31	19.31
6	101N/1841650C1	WASHER LOWER SUPPORT	0.48	2.88
1	101N/1842130C3	THERMOSTAT ASSEMBLY	70.70	70.70
1	101N/1846481C92	SENSOR ASSY INTK MANFLD AIRPRS	57.41	57.41
5	101N/1873161C2	BOLT M12 X 1.75 X 70MM	10.92	54.60
2	101N/1873875C98	ROD, PISTON CONNECTING, 16	253.58	507.16
-2	101N/1873875C98-COI	ROD, PISTON CONNECTING, 16	55.00	-110.00
2	101N/1873875C98-COI	ROD, PISTON CONNECTING, 16	55.00	110.00
8	101N/1873884C2	BOLT CONNECTING ROD	9.51	76.08
1	101N/1873906C1	GASKET IRREGULAR MOLDED	29.36	29.36
1	101N/1878042C93	KIT,FUEL FILTER	50.83	50.83
2	101N/1879755C1	RING O #112	1.99	3.98
1	101N/1879756C1	RING,SEAL BACKUP RING	5.20	5.20
1	101N/1881752C92	KT PUMP,KIT OIL PUMP 570 GEN I	718.79	718.79
1	101N/1882222C93	GASKET, VALVE COVER ASSY	382.96	382.96
14	101N/1883597C1	BOLT BEARING CAP	13.03	182.42
1	101N/1884508C2	FILTER, ASSY OIL	57.05	57.05
1	101N/1885394C1	HARNESS ASSY ENG BOOST CONTROL	22.77	22.77
1	101N/1885590C93	TUBE ASSY, TURBO OIL SUPPLY	151.13	151.13
1	101N/1889116C92	PUMP, WATER	214.13	214.13
3	101N/1891394C1	BOLT M12 X 70 STUD	12.07	36.21
1	101N/1891686C91	TUBE ASSY INJECTION UNIT INLET	156.79	156.79
1	101N/2512884C91	KIT,HC INJECTOR W/GASKET	317.02	317.02
-1	101N/2512884C91-COI	KIT,HC INJECTOR W/GASKET	200.00	-200.00
1	101N/2512884C91-COI	KIT,HC INJECTOR W/GASKET	200.00	200.00
1	101N/2513976C92	KIT, EGR COOLER -HIGH DENSITY	1,697.87	1,697.87
-1	101N/2513976C92-COI	KIT, EGR COOLER -HIGH DENSITY	450.00	-450.00
		, in the second		

SERVICE INVOICE: R101022107:01 ESTIMATE: 2710409v0



Sold Operations (Cont.) QTY DESCRIPTION UNIT PRICE EXTD PRICE 101N/2513976C92-COI 450.00 450.00 KIT, EGR COOLER -HIGH DENSITY 1 101N/2517041C91 2,787.43 2,787.43 KIT, ENGINE OVERHAUL 570 GREAT 1 101N/2606467C92 35.95 35.95 KIT, CENTRIFUGE OIL FILTER 101N/2614861C92 40.28 40.28 KIT, A/C ORINGS, GASKETS 101N/3557854C1 33.19 33.19 1 CLAMP HEAT EXCHANGER 101N/3557856C1 34.39 34.39 1 CLAMP HEAT EXCHANGER 101N/7078617C1 69.45 69.45 1 TUBE ASSY INJECTOR COOLER INLT 74.35 1 101N/7078618C1 74.35 TUBE ASSY INJECTOR COOLER OUTL 101N/7094780C1 3 STUD, PREVAILING TORQUE BOLT 22.66 67.98 101N/7095681C92 806.80 806.80 1 BRAKE, ASSY EXH UNDER RAIL -1 101N/7095681C92-COI VALVE, BRAKE, ASSY EXH UNDER RA 100.00 -100.00101N/7095681C92-COI 100.00 100.00 1 VALVE, BRAKE, ASSY EXH UNDER RA 1 101N/7096184C1 3.20 3.20 PLUG, M20 1 10439 PERFORMANCE ENGINEERING- HEAD RECONDITION-1,283.08 1,283.08 LABOR 12-10 ENGINE DIAGNOSIS, TOW IN AND PISTON HEIGHT MEA 928.00 177 - King, Derek - M253216 LABOR 12-20 3,600.00 PERFORM INFRAME OVERHAUL WITH TWO NEW PIST 163 - Galle, Eric - M151070 LABOR 12-20 R&R DAMPENER, REPLACE OIL PUMP AND WATER PU 440.00 163 - Galle, Eric - M151070 LABOR 12-20 40.00 REPLACE EGR COOLER 163 - Galle, Eric - M151070 1 FRT FREIGHT SEE TOLAS# FH4180201 50.91 50.91

JOB #2 HR ***GET HEALTH REPORT - INCLUDED IN DIAGNOSTIC TIME!!!***

COMPLAINT

GET HEALTH REPORT - INCLUDED IN DIAGNOSTIC TIME!!!

CAUSE

CORRECTION

١	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
ı					

Parts: Labor: Misc: Sublet: \$15,524.54

Parts: \$9,182.55 Labor: \$5,008.00 Misc: \$50.91 Sublet: \$1,283.08

JOB #3 INFO INFORMATION ONLY:

COMPLAINT **CAUSE**

CONTACT TED

CORRECTION

ľ	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
ľ					

Sublet: Parts: Labor: Misc:





ESTIMATE: 2710409v0

Sold Operations (Cont.)

JOB #4 10 MISCELLANEOUS

COMPLAINT COOLANT LINES AT RIGHTSIDE MIDWAY ON TRUCK BROKE, CUSTOMER CUST MADE TEMPORARY

REPAIR, AND WOULD LIKE THEM BOTH REPLACED

CAUSE

CORRECTION 163, REPLACED COOLANT HOSES THAT RUN FROM ENGINE TO A PUMP ABOUT MID WAY BACK. 30 FEET

OF HOSE.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR 10-10 REPLACE COOLANT HOSES TO PUMP			240.00
	163 - Galle, Eric - M151070			
5	101D/BDTC24707	CABLE TI	0.20	1.00
30	101D/FLX5526100	HOSE,HEATER 1" SILICONE BLUE	2.60	78.00

Parts: \$79.00 Labor: \$240.00 Misc: \$0 Sublet: \$0 \$319.00

Sold Operations Totals Parts: \$9,261.55 Labor: \$5,248.00 Misc: \$50.91 Sublet: \$1,283.08 \$15,843.54

CUSTOMER APPROVAL FOR REPAIRS NOT COVERED BY WARRANTY, POLICY, OR FIELD CHANGES FINANCE CHARGES WILL APPLY IF THE NEW BALANCE IS UNPAID ONE MONTH FROM CLOSING DATE OF	STATEMENT OF		STIMATED BILLED
FINANCE CHARGES WILL APPLY IF THE NEW BALANCE IS ONFAID ONE MONTH FROM CLOSING DATE OF STATEMENT. FINANCE CHARGE IS COMPUTED BY A PERIODIC RATE OF 2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% APPLIED TO THE PREVIOUS.	DISCLAIMER	LABOR PARTS	\$5,248.00 \$9,261.55
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE I HEREBY AUTHORIZE THE REPAIR WORK HERIN SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIALS AND AGREE THAT YOU ARE NOT RESPONSIBILE FOR LOSS OR DAMAGE TO VEHICLE OR	THE FACTORY WARRANTY CONSITTUES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY	MISC SUBLET	\$50.91 \$1,283.08
ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSE BY UNAVAILABILITY OF PARTS OR DELAY IN PARTS SHIPMENTS BY THE		SUBTOTAL	\$15,843.54
SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATI THE VEHICLE HEREIN DESCRIBED ON THE STREETS, HIGHWAYS, OR ELSEWHERE FOR THE PURPOSE OF	WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR	SHOP SUPPLIES DISP FEES TAX	\$40.00
TESTING AN/OR INSPECTION. AN EXPRESS GARAGE KEEPER'S LIEN IS HEREBY ACKNOWLEDGED ON THIS VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. I UNDERSTAND THAT PURSUANT TO SAID	FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR		\$0.00
EXPRESS GARAGE KEEPER'S LIEN, I HAVE NO RIGHT OF POSSESSION TO THE ABOVE VEHICLE UNTIL THE REPAIRS THERETO HAVE BEEN PAID IN FULL OR UNTIL YOU AND/OR YOUR EMPLOYEES HAVE	OLIMAN THE THE RESIDENCE OF THE STATE OF THE		\$0.00
RELEASED THE VEHICLE TO ME. ALL PARTS INSTALLED ARE NEW UNLESS SPECIFICED OTHERWISE	CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.	TOTAL	\$15,883.54
Any wheels removed during service must be re-torqued after the first 50-100 miles of operation	-CERTIFICATION -	PLEASE REMIT PAYMENT TO:	
AUTHORIZED BY DATE	All repairs and parts listed were furnished in compliance with Michigan Auto Repair Act (P.A.300). Company Authorized Representative	WEST MICHIGAN INTERNATIONAL LLC 575 56TH STREET SW GRAND RAPIDS, MI 49548	

	RESOLUTION NO.					
WHEREAS:	RESOLUTION FOR AWARD OF	BID				
	 Formal bids have been obtained on the below listed item. The bids received have been reviewed and evaluated as per the attached Staff Report 					
•	RESOLVED: loes hereby award the bid for the Report and summarized below.	listed item as recommended in				
Item	Recommended Bidder	Cost				
Engine Oil	J&H Oil Company	Bid prices as shown on the attached tabulation sheet				
Moved by Councilmember: Seconded by Councilmember: Motion Carried Yes No						
	oing Resolution was adopted by the lar session held on December 16,					
	Kelli A. V	andenBerg, Wyoming City Clerk				

ATTACHMENTS: Staff Report Tabulation Sheet

Resolution No.

STAFF REPORT

Date: December 2, 2019

Subject: Bid Award – Bulk Engine Oil

From: Ted Seil, Fleet Services Supervisor

Date of Meeting: December 16, 2019

RECOMMENDATION

The Public Works Department recommends that the City Council award the bid for the purchase of 5W40 and 5W20 engine oil to the lowest bidder, J&H Oil Company, for the unit prices as stated in the attached bid tabulation.

COMMUNITY, SAFETY, STEWARDSHIP:

Fleet Services uses synthetic oils that extend maintenance intervals and reduce dependence on crude oil. Engine oil is used in the maintenance of all City vehicles and equipment. With proper maintenance intervals, the changing of engine oil reduces maintenance costs and the need for major repairs on all City equipment. When bought in bulk the cost per gallon is reduced.

DISCUSSION

On November 19, 2019, the City Clerk received two bids for bulk engine oil out of twenty-four requests for bids that were sent out. Bids received are tabulated on the following page.

The City uses a variety of oils for vehicle maintenance. Out of the two bids received, J&H Oil Company submitted the lowest bid for bulk 5W40 Service Pro synthetic engine oil at \$11.89 per gallon, (a 20% decrease over last year) and 5W20 Purus synthetic engine oil at \$7.22 per gallon, (a 35% decrease over last year); these two oil specifications are used on the majority of City vehicles and equipment.

The Fleet Services Department purchases approximately \$20,000.00 of engine oil a year.

BUDGET IMPACT

Sufficient funds have been budgeted in the Motor Pool Maintenance Supply Account 661-441-58200-775.000.

CITY OF WYOMING, MICHIGAN TABULATION OF BIDS

On Engine Oil

Opened By The City Clerk On November 19, 2019 At 11:00 O'clock a.m.

All bid prices firm for orders placed for one year from date of award of bid.

Item Description	Size	J&H Oil Company		Vesco Oil Company	
Synthetic Bulk Engine Oil 5w20	Per Gallon	\$ 7.22	Purus	\$ 9.97	Accurate by Sunoco
		\$ 11.54	Kendall		
Synthetic Bulk Engine Oil 5w40	Per Gallon	\$ 11.89	Service Pro	\$ 14.89	Accurate by Sunoco
		\$ 15.81	Phillips		

ORDINANCE NO. 21-19

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV OF THE CITY CODE BY ADDING DIVISION 8 TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR THE UNION SUITES AT MICHAEL LIMITED DIVIDEND HOUSING ASSOCIATION LLC HOUSING PROJECT

THE CITY OF WYOMING ORDAINS:

Section 1. <u>Amendment</u>. That Chapter 2, Article IV of Code of Ordinances, City of Wyoming, Michigan, by adding Division 8 to read as follows:

DIVISION 8

TAX EXEMPTION AND SERVICE CHARGE FOR 2 UNION SUITES AT MICHAEL LIMITED DIVIDENT HOUSING ASSOCIATION LLC HOUSING PROJECT

Sec. 2-306A. Purpose.

- (a) Pursuant to section 15a of the Act, MCL 125.1415a, the city may encourage the development of low- and moderate-income housing by providing a service charge in lieu of property taxes. The city is authorized by that statute to establish or change the service charge to be paid in lieu of taxes by classes of housing exempt from property taxation under that statute at an amount the city chooses, not to exceed the taxes that would be paid.
- (b) The city finds that (i) housing Low Income Persons and Families is a public necessity, (ii) the city will be benefited and improved by such housing, (iii) the encouragement of the development of such housing by providing a property tax exemption for such housing is a valid public purpose, (iv) the provisions of this ordinance for tax exemption and the service charge in lieu of taxes during the period provided by this Division are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption, and (v) development of such housing will further related public purposes such as development of the Project to enhance the downtown area of the city.
- (c) The Sponsor has offered, subject to receipt of an allocation under the LIHTC Program by the Authority and a Mortgage Loan, to acquire and construct, own and operate the Project to serve Low Income Persons and Families and the Sponsor has offered to pay the city on account of the Project an annual service charge for public services in lieu of all *ad valorem* property taxes.

Sec. 2-307A. Definitions.

- (a) Act means the State Housing Development Authority Act of 1966, 1966 PA 346, 125.1401 et seq.
- (b) Authority means the Michigan State Housing Development Authority.
- (c) Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of the Project for rent or occupancy charges, exclusive of Utilities charges.
- (d) *LIHTC Program* means the Low Income Housing Tax Credit program administered by the Authority under section 42 of the United States Internal Revenue Code of 1986, 26 USC §42.
- (e) Low Income Persons and Families means persons and families eligible to move into a housing project.
- (f) Mortgage Loan means a loan that is federally-aided (as defined in section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the acquisition, construction, and/or permanent financing of the Project on the Project Property and secured by a mortgage on the Project.

- (g) Project means the housing project for Low Income Persons and Families and related amenities and development located on the Project Property acquired, constructed, owned and operated by the Sponsor, subject to income and rent restrictions under the LIHTC Program and a Mortgage Loan, to consist of the renovation of the 76,362 square foot office building into 80 one- and two-bedroom apartments with an attached addition that includes 53 apartment units and with the two buildings to also have a community room, library, workout facility, mail room, coffee café, hair salon, and leasing office. In addition, the Project also includes construction of 30 one- and two-story townhomes, 16 of which will have an attached 1-stall garage. The amenities will be solely for Project residents. All apartment and townhome units will be visitable units, with in-unit washer and dryer, full oven, dishwasher and garbage disposal. The Project will include on-site parking spaces to meet zoning requirements and will include construction of a shelter at the existing bus stop on Michael Ave SW. There will be 1.68 acres of open space that will be improved with a pave walking path, sitting area, and outdoor cooking area. It will be developed generally in accordance with the site layout and building elevations prepared by Nederveld and Lotz and Mertz Architecture labeled "3566 Michael Ave SW – Union Suites," submitted to the City on October 17, 2019, subject to such changes as may be (i) required by planning, zoning, construction code and other governmental permits and approvals or (ii) approved by the City Council of the city.
- (h) *Project Property* means the following described approximately 7.3 acres of real property including the vacant approximately 76,362 square foot office building currently located on it:
 - PART SW 1/4 SE 1/4 COM AT S 1/4 COR TH N 0D 00M ALONG N&S 1/4 LINE 40 FT TH S 88D 01M 13S E PAR WITH S SEC LINE 40 FT TO BEG OF THIS DESC TH N 0D 00M ALONG E LINE OF MICHAEL AVE 796.33 FT TO A PT 495 FT S FROM S 1/8 LINE TH S 87D 57M 59S E PAR WITH S 1/8 LINE 287.30 FT TO W LINE OF ALBERT REALTORS WYOMING PLAT TH S 0D 01M 01S W 139.60 FT TO SW COR OF LOT 30 OF SD PLAT TH N 87D 57M 59S W 15 FT TH S 0D 01M 01S W 60 FT TH S 87D 57M 59S E 15 FT TH S 0D 01M 01S W 120.95 FT TH S 87D 57M 59S E 102.5 FT TH S 0D 01M 01S W 45 FT TH S 87D 57M 59S E 102.5 FT TH S 0D 01M 01S W 423.31 FT TO N LINE OF 36TH ST TH N 88D 01M 13S W ALONG SD N LINE 437.05 FT TH S 0D 00M 7 FT TH N 88D 01M 13S W 55 FT TO BEG * SEC 14 T6N R12W
- (i) *Sponsor* means Union Suites at Michael Limited Dividend Housing Association LLC and any entity that receives or assumes a Mortgage Loan for the Project on the Property.
- (j) *Utilities* means charges for gas, electric, water, sanitary sewer and other utilities furnished to the Project or its occupants and paid by the Sponsor.

Sec. 2-308A. Property Tax Exemption.

- (a) Pursuant to section 15a of the Act, from the time construction of the Project begins the Project and the land on which it is located shall be exempt from *ad valorem* property taxes.
- (b) This exemption shall remain in effect during the period any portion of the Mortgage Loan remains outstanding and that the Project remains subject to income and rent restrictions, but not longer than 50 years.

Sec. 2-309A. Annual Service Charge.

- (a) To the extent permitted by law, there shall be paid to the city an annual service charge in lieu of *ad valorem* property taxes equal to 1.0% of the Annual Shelter Rent collected for the Project during each operating year.
- (b) The annual service charge in lieu of taxes for each operating year of the Project shall be payable in the same manner as general property taxes are payable to the city and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year. Delinquent payments will be subject to the same interest and penalties, and shall be collectible in the same manner as provided for under the City Charter, this Code of Ordinances and the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, et seq).
- (c) To the extent permitted by law, the amounts paid pursuant to this section shall be in addition to the amounts paid pursuant to any municipal services agreement between the Sponsor and the

city.

Sec. 2-310A. Contractual Effect of Ordinance.

- (a) To the extent not otherwise prohibited by the constitution and laws of the state of Michigan, regardless of any part of subsection 15a(5) of the Act, MCL 125.1415a(5), to the contrary, a contract between the city and the Sponsor with the Authority as a third party beneficiary of the contract to provide the tax exemption and accept payments in lieu of taxes as provided in preceding sections of this division is create and effectuated by the adoption of this division of the Code of Ordinances, City of Wyoming, Michigan.
- (b) The Authority and the Sponsor are relying on this adoption and continued effect of this Division to determine the Project's financial feasibility and its qualification for the LIHTC Program and Mortgage Loan. The city is relying on (i) the allocation under the LIHTC Program and the making of the Mortgage Loan for the Project, and (ii) on the acquisition, construction, ownership and operation of the Project as defined in this Division.
- Section 2. <u>Effective Date</u>. This ordinance shall take effect on the later of 15 days after its adoption or upon its publication as required by law.
- Section 3. <u>Severability</u>. The sections and provisions of this ordinance are severable. If any section or provision of this ordinance is determined by any court of competent jurisdiction to be unconstitutional or invalid that determination shall not affect the validity of this ordinance as a whole or any section or provision of this ordinance, other than the section or provision so declared to be unconstitutional or invalid.
- Section 4. <u>Inconsistency</u>. To the extent permitted by law, provisions of ordinances that are inconsistent with this ordinance are repealed. If such a general repealer is ruled ineffective and any provision of this ordinance is inconsistent with any provision of any other ordinance, the provision of this ordinance shall be controlling.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on December 16, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 21-19