

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, DECEMBER 2, 2019, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Bruce Osbeck, Faith Reformed Church

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

3) Pledge of Allegiance

4) Roll Call

5) Student Recognition

6) Approval of Minutes

From the November 18, 2019 Regular Meeting

7) Approval of Agenda

8) Public Hearings

If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.

9) Public Comment on Agenda Items

This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.

10) 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) Of Appreciation to Shontea Jenkins for Her Service as a Member of the Parks and Recreation Commission of the City of Wyoming

- b) To Establish and Change Certain Regular City Council Meeting Dates in the 2020 Calendar Year

15) Resolutions

- c) To Amend a Portion of the City of Wyoming Fee Schedule
- d) To Accept the United States Department of Justice Bulletproof Vest Partnership Grant (Budget Amendment No. 33)
- e) To Consider an Application from Cruiser Operators (Grand Rapids), LLC for a New Class C Licensed Business to be Located at 5730 Clyde Park Avenue SW, Wyoming, 49509, Kent County
- f) To Grant Preliminary Plat Tentative Approval for Rivertown Valley Plat V (AKA “The Reserve at Rivertown”)
- g) To Authorize the Mayor and City Clerk to Execute an Automatic Aid Agreement Between the Wyoming Fire Department and the Grand Rapids Fire Department to Provide Emergency Apparatus Response on Portions of US 131
- h) To Authorize the Mayor and City Clerk to Execute a Restrictive Covenant for a Portion of the City of Wyoming Public Works Property Located at 2660 Burlingame Avenue SW and to Authorize Dixon Engineering to File the Restrictive Covenant with the Kent County Register of Deeds

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

- i) To Approve and Authorize Signing of a Restated Development Agreement with Franklin Partners, L.L.C. for the Redevelopment of Site 36
- j) To Authorize the Purchase of a Crisis Negotiation Vehicle
- k) To Accept a Quote from Cummins Sales and Service to Provide Preventative Maintenance of Three Generators and to Authorize the Mayor and City Clerk to Execute the Agreement
- l) To Extend the Bid for Tree Trimming and Removal to CHOP
- m) For Award of Proposal for Printing and Related Services

17) Ordinances

- 20-19 To Amend Section 90-32 of the City Code by Adding Subsection (121) to Rezone 2720 Hazelwood Ave SW from B-2 to R-2 (Final Reading)
- 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 LDHA Housing Project (First Reading)
- 22-19 To Amend Chapter 90 of the City Code by Amending Section 90-221 in Article 2 and by Amending Section 90-402B in Article 4 (First Reading)
- 23-19 To Amend Chapter 90 of the City Code by Amending Section 90-709 in Article 7 (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

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO SHONTEA JENKINS FOR HER SERVICE
AS A MEMBER OF THE PARKS AND RECREATION COMMISSION
OF THE CITY OF WYOMING

WHEREAS:

1. Shontea Jenkins has served faithfully and effectively as a member of the Parks and Recreation Commission since July 16, 2018.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Shontea Jenkins for her dedicated service as a member of the Parks and Recreation 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 2, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH AND CHANGE CERTAIN REGULAR CITY COUNCIL
MEETING DATES IN THE 2020 CALENDAR YEAR

WHEREAS:

1. Public Act 267 of 1976 requires that the meeting dates of the City Council be publicly posted, listing the dates, times and places of all the regularly scheduled meetings for the 2020 calendar year.
2. On certain regularly scheduled meeting dates in 2020, the City and the Nation will celebrate holidays which conflict with the regular schedule.
3. It is deemed advisable to adjust the regular meeting schedule to accommodate holiday scheduling.

NOW, THEREFORE, BE IT RESOLVED:

1. That the regular meetings of the Wyoming City Council will be held on the first and third Mondays at 7:00 p.m., except in September, when the first meeting shall be on Tuesday, September 8.
2. That the work sessions of the City Council shall be held on the second Monday of each month at 5:30 p.m.
3. That committee of the whole meetings of the City Council shall be called as needed.
4. That all dates for regular and work session meetings of the Wyoming City Council be as described on the attached schedules.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 2, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

**SCHEDULED MEETING DATES OF THE WYOMING CITY COUNCIL
REGULAR COUNCIL MEETINGS FOR THE YEAR 2020**

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

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

REGULAR COUNCIL MEETING DATES

MONDAY, JANUARY 6, 2020
MONDAY, JANUARY 20, 2020

MONDAY, FEBRUARY 3, 2020
MONDAY, FEBRUARY 17, 2020

MONDAY, MARCH 2, 2020
MONDAY, MARCH 16, 2020

MONDAY, APRIL 6, 2020
MONDAY, APRIL 20, 2020

MONDAY, MAY 4, 2020
MONDAY, MAY 18, 2020

MONDAY, JUNE 1, 2020
MONDAY, JUNE 15, 2020

MONDAY, JULY 6, 2020
MONDAY, JULY 20, 2020

MONDAY, AUGUST 3, 2020
MONDAY, AUGUST 17, 2020

*** **TUESDAY, SEPTEMBER 8, 2020** ***
MONDAY, SEPTEMBER 21, 2020

MONDAY, OCTOBER 5, 2020
MONDAY, OCTOBER 19, 2020

MONDAY, NOVEMBER 2, 2020
MONDAY, NOVEMBER 16, 2020

MONDAY, DECEMBER 7, 2020
MONDAY, DECEMBER 21, 2020

**SCHEDULED WORK SESSION MEETING DATES OF THE
WYOMING CITY COUNCIL FOR THE YEAR 2020**

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

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

WORK SESSION MEETING DATES

MONDAY, JANUARY 13, 2020

MONDAY, FEBRUARY 10, 2020

MONDAY, MARCH 9, 2020

MONDAY, APRIL 13, 2020

MONDAY, MAY 11, 2020

MONDAY, JUNE 8, 2020

MONDAY, JULY 13, 2020

MONDAY, AUGUST 10, 2020

MONDAY, SEPTEMBER 14, 2020

MONDAY, OCTOBER 12, 2020

MONDAY, NOVEMBER 9, 2020

MONDAY, DECEMBER 14, 2020

RESOLUTION NO. _____

RESOLUTION TO AMEND A PORTION OF THE
CITY OF WYOMING FEE SCHEDULE

WHEREAS:

1. The City of Wyoming establishes by resolution certain fees.
2. From time to time information related to fees is reviewed to ensure they cover related costs.
3. Section X of the existing Fee Schedule is in need of amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming hereby adopts the attached revision to Section X - Utilities effective January 1, 2020.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 2, 2019.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENT:

Proposed Fee Schedule

Resolution No. _____

ALL CHANGES ARE IN BOLD

X - UTILITIES

These fees will be effective as of **January 01, 2020**.

WASTEWATER PENALTIES

Concentration Level	Primary, Secondary and Tertiary Pollutants Average Quarterly Flow, gpd			
	0-10,000 Gals/Day*	10,000- 50,000 Gals/Day*	50,000- 100,000 Gals/Day*	>100,000 Gals/Day*
0-Limit (x)	No penalty	No penalty	No penalty	No penalty
>1(x) - 2(x)	\$56.87	\$113.74	\$170.64	\$227.51
>2(x) - 3(x)	113.74	227.51	341.26	455.02
>3(x) - 4(x)	170.64	341.26	511.90	682.53
>4(x)	284.38	568.77	853.16	1,000.00**

(x) Individual limits as listed in Sections 86-292 (b) (1) (b) and 86-292 (b) (2) (b) and 86-292 (b) (3) (b), General Maximum Limits for Primary, Secondary and Tertiary Toxic Pollutants.

pH	pH Penalty Average Quarterly Flow, gpd			
	0-10,000 Gals/Day*	10,000- 50,000 Gals/Day*	50,000- 100,000 Gals/Day*	>100,000 Gals/Day*
5.0 - 10.5	No penalty	No penalty	No penalty	No penalty
4.0 - 4.9	\$17.08	\$34.14	\$51.20	\$68.27
3.0 - 3.9	45.50	91.00	136.51	182.01
0 - 2.9	85.32	170.64	341.26	853.16
10.6 – 10.9	17.08	34.14	51.20	68.27
11.0 - 11.9	45.50	91.00	136.51	182.01
≥ 12.0	85.32	170.64	341.26	853.16

*Based on average day for previous quarter

** Maximum penalty allowed by law

TREATED GROUNDWATER DISCHARGE

The following fees for treated groundwater discharges to the POTW are established:

(1) Permit fee, per permit issuance	199.07
(2) Inspection fee, per inspection	170.64

WASTEWATER SURCHARGE RATES

BOD	Up to 460 mg/L	> 460 mg/L
Rate/lb.	\$0.00	\$0.158 <u>\$0.166</u>
SS	Up to 260 mg/L	> 260 mg/L
Rate/lb.	\$0.00	\$0.196 <u>\$0.232</u>
Phosphorus	Up to 12 mg/L	> 12 mg/L
Rate/lb.	\$0.00	\$1.59 <u>\$2.38</u>
Oil and Grease	Up to 91 mg/L	> 91 mg/L
Rate/lb.	\$0.00	\$0.126 <u>\$0.122</u>
Ammonia	Up to 32 mg/L	> 32 mg/L
Rate/lb.	\$0.00	\$0.14 <u>\$0.28</u>

INSTALLATIONS

Water Meters*:

Meter Size	Charge
5/8 inch	\$ 224.09
1 inch	298.04

*For water meters larger than 1 inch, actual cost plus 10% will be charged.

Water Service Installation to Stop Box Only

1"	1,750.00
1.5"	2,727.00
2"	2,727.00

Watermain Tapping Actual cost plus 25%

Water System Development Charge
by tap size

1 inch	1,308.18
1 ½ inch	4,174.82
2 inch	5,221.36
3 inch	11,728.14
4 inch	31,237.13
6 inch	78,058.68
8 inch	104,074.40
12 inch	148,939.40

Sewer System Development Charge
by water tap size

1 inch	1,301.36
1 ½ inch	4,166.84
2 inch	5,192.92
3 inch	11,687.18
4 inch	31,119.95
6 inch	77,831.17
8 inch	103,770.70
12 inch	155,649.80

WATER SERVICE

Quarterly Ready-to-Serve Charge applicable to all customers with public water service. Ready-to-Serve Charge will be assessed whether or not the water meter is installed and whether or not water is being used. The ready-to-serve is not charged if the water lateral is capped because of destruction or demolition of the structure served by the lateral or for specific cases as decided by the Director of Utilities.

Water Meter Size	Charges
5/8 inch	\$ 23.66
1 inch	48.51
1 1/2 inch	104.11
2 inch	160.91
3 inch	279.21
4 inch	521.75
6 inch	1,074.71
8 inch	1,808.96

Water commodity rate (in addition to Readiness to Serve Charge):
Quantity steps applicable rate, per 100 cubic feet: \$1.35

SEWER SERVICE

Quarterly Ready-to-Serve Charge applicable to all customers with public sewer service. Ready-to-Serve Charge will be assessed whether or not sewer is being used. The ready-to-serve is not charged if the sewer lateral is capped because of destruction or demolition of the structure served by the lateral or for specific cases as decided by the Director of Utilities.

Water Meter Size	Charges
5/8 inch or no meter	\$ 17.69
1 inch	30.89
1 1/2 inch	57.33
2 inch	83.70
3 inch	202.56
4 inch	334.64
6 inch	664.73
8 inch	994.85
12 inch	1,528.39

Sanitary Sewer commodity rate (in addition to Readiness to Serve Charge):
per 100 cubic feet (hereinafter referred to as billing unit) of water use per quarter: \$2.94

Residential sewer billing units shall be determined by using 1.15 times the water use for the winter quarter which is hereby defined as any 3 months between November 1 and April 30. However, when the winter quarter use is less than 10 billing units, then 10 billing units shall be used. Provided, however, that in no case shall the billing units for sewer be greater than the total water use for any particular quarter.

Effective **January 1, 2020**, the minimum charge per quarter for those residential sewer users not served by the City's water system shall be \$47.04 plus the applicable Ready to Serve Charge.

LATE CHARGE

A penalty of 10% of current charges for water and sewer will be added to any bill paid after the due date on the bill.

Customers with sewer only service shall have a service charge of 1 ½ percent per month assessed on the unpaid balance for that delinquent portion of their bill which becomes a lien placed on the property tax roll.

FIRE SPRINKLER CONNECTION

(per year charge applicable to unmetered connections):

4 inch and smaller connections to City main	\$ 164.96
6 inch connection to City main	519.88
8 inch connection to City main	883.88
10 inch connection to City main	1,820.08
12 inch connection to City main	2,959.88

MISCELLANEOUS FEES

Cash deposit for Section 86.43(4)	150.00
Collection Cost Recovery Fee	40.00
Water Construction Fee (60 days)	67.50
Pool Filling Permit:	
Homeowner and contractor	67.50
Miscellaneous Hydrant Usage:	
Used one day	67.50
Used after first day	67.50
Plus metered usage at current water rate, plus 100%	
Unauthorized hydrant use, penalty of	500.00
Unauthorized water use, penalty of	500.00

NPDES Permit Treated Groundwater

The permit fee for treated groundwater discharge shall be
\$.08 per 100 cubic feet.

WASTE HAULERS

The following fees for waste haulers permitted to discharge to the POTW are established.
Fees shall be assessed quarterly.

Leachate haulers Treatment Fee, per 100 cubic feet discharged \$8.98

Miscellaneous waste haulers including septage haulers:
(to be paid in advance)

\$80.47 per 1000 gallons per load, or fraction
thereof

RESOLUTION NO. _____

RESOLUTION TO ACCEPT THE UNITED STATES DEPARTMENT OF JUSTICE
BULLETPROOF VEST PARTNERSHIP GRANT

WHEREAS:

1. The Department of Public Safety applies annually for the federal Office of Justice Program's Bulletproof Vest Partnership Grant to reduce the expense related to police body armor.
2. The Department estimates it will need to purchase 17 body armor units for sworn personnel in the next 12 months.
3. The grant offers partial reimbursement of body armor expenses for sworn personnel.
4. The Department was awarded \$4980.07 for the federal fiscal year 2019.
5. It is recommended the City Council accept \$4980.07 in grant funds and apply those dollars toward the cost of body armor units purchased during the next 12 months.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the United States Department of Justice Bulletproof Vest Partnership Grant in the amount of \$4980.07.
2. The City Council does hereby authorize Chief Kimberly Koster to serve as Program Director.
3. The attached budget amendment is approved.

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 2, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Budget Amendment

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: December 2, 2019

Budget Amendment No. 033

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$9,960.14 of budgetary authority for bulletproof vests and recognize the associated grant revenue of \$4,980.07 from the Bureau of Justice Assistance as per the attached resolution.

[illegible]

Recommended:

Finance Director

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
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION

RESOLUTION NO. _____

At a _____ Regular meeting of the _____ Wyoming City Council
(Regular or Special) (Township Board, City or Village Council)

called to order by _____ on December 2, 2019 at 7:00 P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

Cruiser Operators (Grand Rapids), LLC for a new Class C licensed business to be located at 5730 Clyde Park Avenue SW, Wyoming, 49509, Kent County

be considered for _____ Approval "above all others"
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

_____ Recommended _____ for issuance.
(Recommended or not Recommended)

State of Michigan)

County of Kent)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ Wyoming City Council at a _____ Regular
(Township Board, City or Village Council) (Regular or Special)

meeting held on _____ December 2, 2019 _____
(Date)

SEAL

(Signed) _____
(Township, City or Village Clerk)

Kelli A. VandenBerg, City Clerk
City of Wyoming, Michigan
1155 28th Street SW
Wyoming, MI 49509-0905

Resolution No. _____

STAFF REPORT

Date: November 26, 2019

Subject: Class C Liquor License Application
Cruiser Operators (Grand Rapids), LLC
5730 Clyde Park Avenue SW

From: Kelli A. VandenBerg, City Clerk

Council Meeting Date: December 2, 2019

Cruiser Operators (Grand Rapids), LLC (d/b/a Craig's Cruisers) has applied for a new Class C liquor license for an established business located at 5730 Clyde Park Avenue SW in Wyoming, Michigan. The corporate makeup of the business consists of 14 members, several of whom are siblings and their spouses, who operate four locations throughout Michigan. Craig's Cruisers opened its first location in Silver Lake in 1979 and this location opened in December of 1999. Member Gordon "Jeep" Osborn oversees daily operations of the Wyoming location.

A review of the application was requested from the Police Department, City Treasurer, Building Inspections and the City's Development Review Team. All entities have reviewed the application and are recommending approval.

I have drafted a resolution to approve the application in the required Liquor Control Commission format for City Council's consideration.

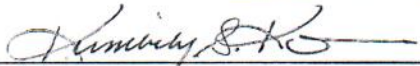
LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): CRUISER OPERATORS (GRAND RAPIDS), LLC	PROPOSED LICENSE LOCATION: 5730 CLYDE PARK AVE SW WYOMING, MI 49509
LICENSE TYPE: CLASS C	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
☒ Yes ☐ No
2. Is the proposed location satisfactory for this business?
☒ Yes ☐ No
3. Should this request be considered for approval by the City Council?
☒ Yes ☐ No

 _____ Date: 11/20/19

Kimberly S. Koster, Police Chief

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): CRUISER OPERATORS (GRAND RAPIDS), LLC	PROPOSED LICENSE LOCATION: 5730 CLYDE PARK AVE SW WYOMING, MI 49509
LICENSE TYPE: CLASS C	

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

☒ Yes ☐ No

The applicant(s) have the following outstanding obligations with the City of Wyoming (list)

Andrea Boot
Andrea Boot, Treasurer

Date:

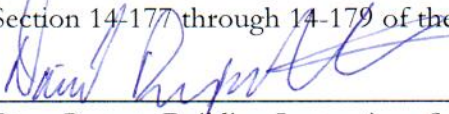
10/29/2019

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): CRUISER OPERATORS (GRAND RAPIDS), LLC	PROPOSED LICENSE LOCATION: 5730 CLYDE PARK AVE SW WYOMING, MI 49509
LICENSE TYPE: CLASS C	

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS X IS NOT _____ in compliance with Section 14-177 through 14-179 of the City Code.



Dave Rupert, Building Inspections Supervisor

Date: 11/5/2019

Liquor License Review

City of Wyoming Building Inspections Department

10/30/2019

Liquor License Applicant Property Address: 5730 Clyde Park Ave S.W.

The dining area shall have an interior seating capacity to serve a minimum of 50 persons calculated using 15 square feet per person.

Dining area dimensions 46 x 53 = 2438 Sq. Ft. / 15 calculates to a seating capacity of 162 occupants

Counter space or bar space for the dispensing of alcoholic beverages shall not exceed 20 percent of the seating capacity for all dining areas.

Dining room seating capacity = 162 x 20% = 32 allowable seats at the bar.

Proposed bar seating = 14 seats.

The combined kitchen and food storage facilities shall have a square footage equal to at least 50 percent square footage for all dining areas

Dining area square footage = 2438 Sq. Ft. x 50% = 1,219

±

Kitchen area dimensions = (16.3x84)+(78.5x33.3)+(12.3x33.3) x = 4393 Sq. Ft.

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): CRUISER OPERATORS (GRAND RAPIDS), LLC	PROPOSED LICENSE LOCATION: 5730 CLYDE PARK AVE SW WYOMING, MI 49509
LICENSE TYPE: CLASS C	

DEVELOPMENT REVIEW TEAM

The Development Review Team has reviewed the application for the proposed liquor license and recommend

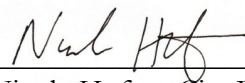
- ☒ approval
☐ denial

of the license application by the City Council.

Comments:

None

(Explain recommendation for denial)



Nicole Hofert, City Planner
on behalf of the Development Review Team

Date: 11.26.19

RESOLUTION NO. _____

RESOLUTION TO GRANT PRELIMINARY PLAT TENTATIVE APPROVAL FOR
RIVERTOWN VALLEY PLAT V (AKA "THE RESERVE AT RIVERTOWN")

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed Phase V will provide 12 residential lots to complement this endeavor.
2. The proposed subdivision will integrate into the existing subdivision.
3. The proposed subdivision complies with the City Land Use Plan 2020, Zoning Ordinance and Subdivision Ordinance.
4. The Planning Commission recommended preliminary plat tentative approval of the proposed subdivision at their November 19, 2019 meeting.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Preliminary Plat Tentative Approval for Rivertown Valley Phase V Subdivision subject to resolution of the following conditions:
 - a. Provide fire hydrants on west side of entry to Redwood.
 - b. Developer shall provide an easement for access to perform maintenance of the proposed sign on lot 185.

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 2, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

November 26, 2019

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to grant Preliminary Plat Tentative Approval for Rivertown Valley Phase V.
The property is located at Wilson and 56th (Section 32) (TMGB Wilson LLC)

Recommendation: To grant Preliminary Plat Tentative Approval

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on November 19, 2019. A motion was made by Hegyi, supported by Bueche, to grant Preliminary Plat Tentative Approval for Rivertown Valley Phase V and recommend the same to City Council subject to the following conditions:

1. Provide fire hydrants on west side of entry to Redwood.
2. Developer shall provide an easement for access to perform maintenance of the proposed sign on lot 185.

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

The petitioner proposes 12 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The plat is part of the larger Rivertown Valley development.

The platting of property is a three step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat.



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Posterna

Sam Bolt

Jack A. Poll, Mayor

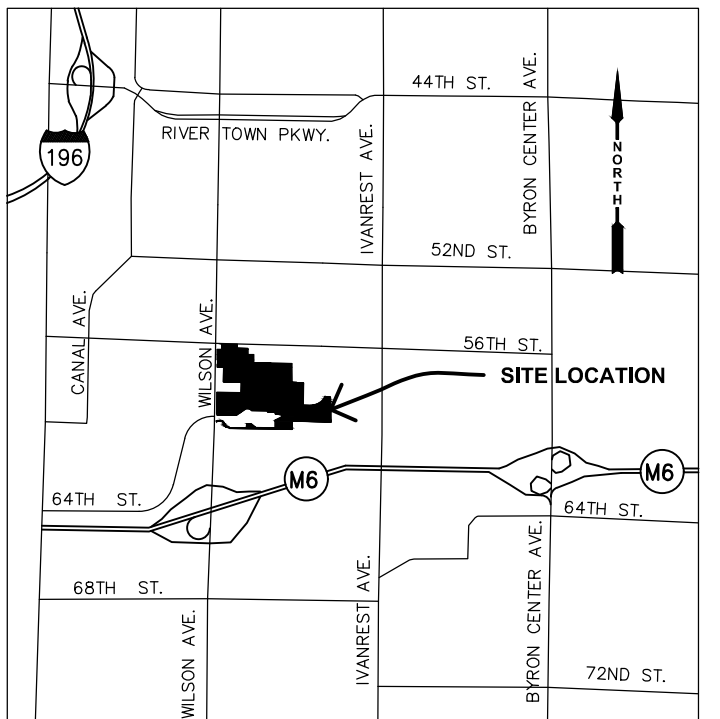
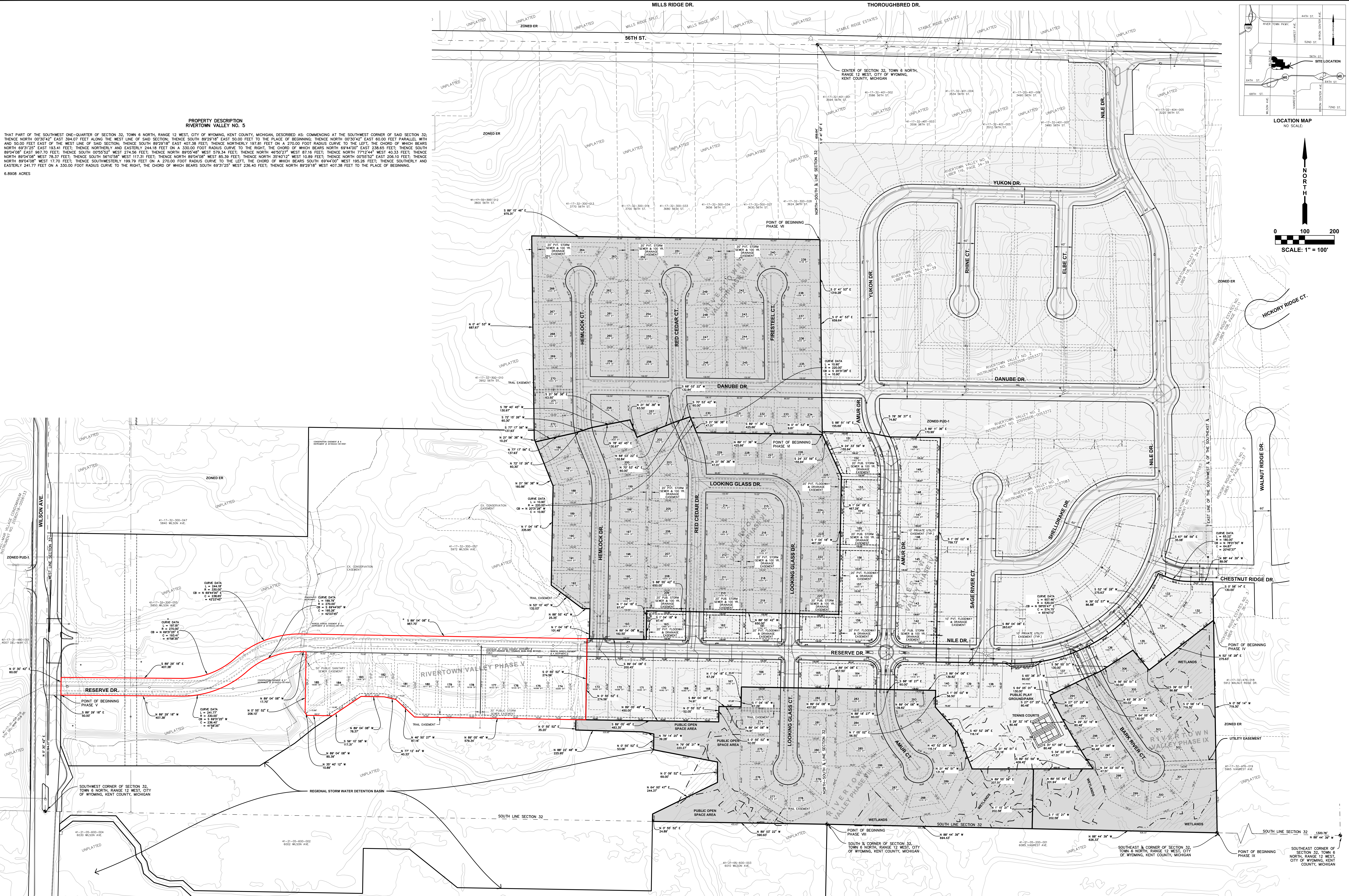
The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development

Respectfully submitted,

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

Nicole Hofert, City Planner
Department of Community Services

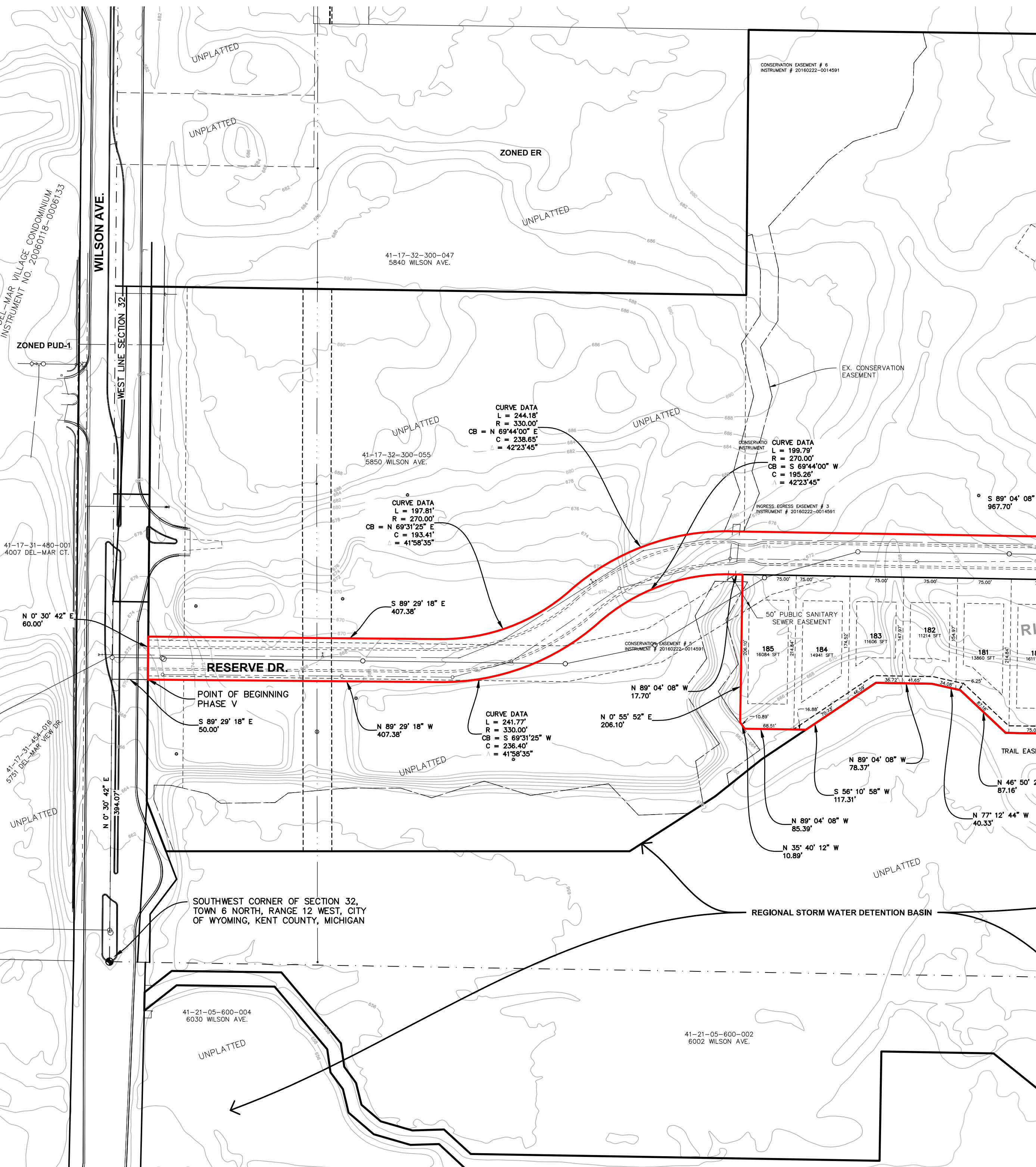
Cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services



PROPERTY DESCRIPTION
RIVERTOWN VALLEY NO. 5

THAT PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°24'47" EAST 384.07 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE SOUTH 89°29'18" EAST 50.00 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 00°30'42" EAST 60.00 FEET PARALLEL WITH AND 50.00 FEET EAST OF THE WEST LINE OF SAID SECTION; THENCE SOUTH 89°29'18" EAST 407.38 FEET; THENCE NORTHERLY 197.81 FEET ON A 270.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 89°29'25" EAST 183.41 FEET; THENCE NORTHERLY AND EASTERLY 244.18 FEET ON A 330.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 89°47'00" EAST 238.65 FEET; THENCE SOUTH 89°40'08" EAST 967.70 FEET; THENCE SOUTH 00°55'52" WEST 274.56 FEET; THENCE NORTH 89°05'48" WEST 579.34 FEET; THENCE NORTH 46°50'27" WEST 87.16 FEET; THENCE NORTH 77°12'44" WEST 40.33 FEET; THENCE NORTH 89°04'08" WEST 18.37 FEET; THENCE SOUTH 86°10'58" WEST 117.31 FEET; THENCE NORTH 89°04'08" WEST 85.39 FEET; THENCE NORTH 35°40'12" WEST 10.89 FEET; THENCE NORTH 00°55'52" EAST 208.10 FEET; THENCE NORTH 89°04'08" WEST 17.70 FEET; THENCE SOUTHWESTERLY 198.79 FEET ON A 270.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 89°44'00" WEST 195.26 FEET; THENCE SOUTHERLY AND EASTERLY 241.77 FEET ON A 330.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 89°31'25" WEST 238.40 FEET; THENCE NORTH 89°29'18" WEST 407.38 FEET TO THE PLACE OF BEGINNING.

6.8908 ACRES



PHASE LEGEND

- PROPOSED PHASE
- EXISTING PHASE
- FUTURE PHASE

UTILITY LEGEND

- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING WATER MAIN
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN

GENERAL NOTES

1. THIS SITE WILL BE PLATTED PUD SUBDIVISION.

2. THIS DEVELOPMENT WILL BE SERVED BY PUBLIC UTILITIES: SANITARY SEWER, WATER MAIN, STORM SEWER, BURIED ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS.

3. A STORM WATER SYSTEM WILL BE DESIGNED PER WYOMING CITY ORDINANCE, SECTIONS 88-351 THROUGH 88-436.

4. THE STREETS WILL BE PUBLIC STREETS BUILT TO THE STANDARDS OF THE CITY OF WYOMING.

5. A SIGN FOR THE PLAT WILL BE INSTALLED ON LOT 185 PER CITY OF WYOMING SIGN ORDINANCE.

6. SIDEWALKS WILL BE BUILT PER CITY OF WYOMING STANDARDS.

7. STREET LIGHTS WILL BE INSTALLED PER CITY OF WYOMING STANDARDS.

8. TENNIS COURTS AND CONNECTING PATH SHALL BE BUILT AS PART OF PHASE IV CONSTRUCTION.

NOTES:

1. SITE AREA = 3,110,022.828 SFT (71.40 ACRES)

2. STREET R.O.W. = 585,124.951 SFT (13.43 ACRES)

3. OPEN SPACE = 450,549.298 SFT (10.34 ACRES)

4. NET LOT AREA = 2,074,348.579 SFT (47.62 ACRES)

5. SMALLEST LOT = 10,003.75 SFT (0.23 ACRES)

6. LARGEST LOT = 20,328.26 SFT (0.46 ACRES)

7. AVERAGE LOT = 11,853.11 SFT (0.27 ACRES)

8. PROPOSED STREETS = 9,204.38 LFT

PRELIMINARY PLAT
RIVERTOWN VALLEY
PHASE V
CITY OF WYOMING, KENT COUNTY, MICHIGAN

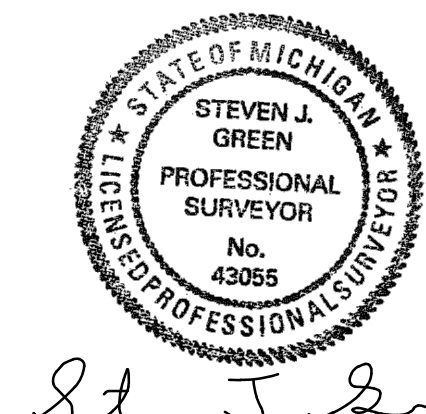
MOORE & BRUGGINK, INC.
Consulting Engineers
2020 Monroe Avenue N.W.
Grand Rapids, Michigan 49505-6298
Phone: (616) 363-9801 Web: www.mabc.com

PLAN REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/2/2019

PREPARED FOR:
GRANDER GROUP
2221 HEALTH DR. SW
SUITE 200
WYOMING, MI 49519
PHONE: (616) 245-3566

FIELD SURVEY DATE: M&S
DESIGNED BY: JFL
DESIGN DRAWN BY: JFL
CHECKED BY: JFL
PLAN DATE: SEPTEMBER 17, 2019
PROJECT NO.: 170151.01
SHEET NUMBER: 1 OF 1



AGENDA ITEM NO. 5

Request to amend Zoning Code Section 90-402B Permitted Uses after Special Use Approval in a B-1 District to include Urgent Care Facilities and Section 90-221 Definitions “U”. (Wyoming Planning)

Hofert explained that the B-1 zone district currently allows medical offices; the R-4 zone district allows medical clinics and medical office complexes. Urgent care centers are currently not specifically noted in the Wyoming Zoning ordinance and are markedly different from medical offices and medical clinics. Hofert stated that these facilities are becoming more popular as methods for delivering health care continue to evolve and emergency room prices rise. Unlike traditional medical clinics, which operate on a 9-5 schedule, these facilities can be open 24 hours. Hofert noted that urgent care centers are appropriately placed near residential neighborhoods to ensure residents have convenient access to their services when experiencing a need for medical attention any hour of the day.

Hofert read the proposed text changes and stated that it is the Development Review Team’s recommendation that Planning Commission recommend to City Council adoption of the revised Section 90-221 Definitions “U” and Section 90-402B Permitted Uses After Special Use Approval.

Chair DeLange opened the public hearing and seeing no public comment the Chair closed the public meeting.

Motion made by Hegyi, supported by VanDuren, to recommend to City Council approval of the adoption of the revised Section 90-221 Definitions “U” and Section 90-402B Permitted Uses After Special Use Approval.

Goodheart asked if ambulances would be accepted at the urgent care centers. Hofert explained that ambulances are only accepted at hospitals.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 6

Request for Preliminary Plat Tentative Approval for Rivertown Valley Phase V. The property is located at Wilson and 56th (Section 32) (TMGB Wilson LLC)

Hofert explained that this project was previously granted preliminary plat tentative approval but that approval has since expired. The developer is coming back before the board to re-apply for approval. Hofert explained that this request is for Phase Five of a larger project. This phase includes a large section of Reserve Drive.

Hofert reviewed the steps in the platting process. The platting of property is a three step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

Hofert stated that this phase includes 12 lots all developed to R-1 standards as dictated in the approved Overall Development Plan for the Rivertown Development.

Hofert stated that it is the recommendation of the Development Review Team that the Planning Commission grant Preliminary Plat Tentative Approval subject to conditions 1-2 for Rivertown Valley Phase 5 and recommends the same to the City Council. The conditions were:

1. Provide fire hydrants on west side of entry to Redwood.
2. Developer shall provide an easement for access to perform maintenance of the proposed sign on lot 185.

Motion by Hegyi, supported by Bueche, to grant Preliminary Plat Tentative Approval subject to conditions 1-2 for Rivertown Valley Phase 5 and recommends the same to the City Council.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 7

Request for site plan approval for Rivertown Valley Amenities. The property is located at 5972 Wilson Ave SW (Section 32) (TMGB Wilson LLC)

Hofert explained the location of the property and provided a description of the amenities included (tennis courts, walking trails, and a community center). Hofert provided a brief history of the site and past approvals, including the Overall Development Plan (ODP) for this site which was approved by Planning Commission and City Council in August 2018. The ODP required a minimum 1,000sf community center and two tennis courts. Hofert stated that these requirements have been met with this plan.

Hofert then outlined the Section 90-505 standards that apply to Site Plan Review:

(1) Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).

The site plan contains an appropriate amount of detail to understand the proposed amenities at a conceptual level.

(2) Buildings. Buildings and structures shall meet the minimum dimensional requirements of this article. Redevelopment of nonconforming structures shall bring the site into closer

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
AN AUTOMATIC AID AGREEMENT BETWEEN THE WYOMING FIRE DEPARTMENT
AND THE GRAND RAPIDS FIRE DEPARTMENT TO PROVIDE EMERGENCY
APPARATUS RESPONSE ON PORTIONS OF US 131

WHEREAS:

1. As detailed in the attached Staff Report and automatic aid agreement, it is recommended the City Council accept the written agreement to provide emergency apparatus response on portions of US 131.
2. Each agency utilizes a modified public works truck equipped with a traffic control device intended to provide protection to emergency workers and citizens involved in highway incidents.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the automatic aid agreement between the Grand Rapids and Wyoming Fire Department providing automatic aid for the portions of US 131 from 36th Street to Hall Street.
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 December 2, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Automatic Aid Agreement

Resolution No. _____

WYOMING FIRE DEPARTMENT
&
GRAND RAPIDS FIRE DEPARTMENT
FIRE SERVICE AUTOMATIC AID AGREEMENT
FOR UTILITY HIGHWAY BLOCKERS UTILITY 2 & 4

THIS AGREEMENT made and entered into by Wyoming Fire Department and Grand Rapids Fire Department on XXXXX

WHEREAS, the parties are located in geographic proximity to each other; and

WHEREAS, it is to their mutual advantage and benefit that each other of the parties agree to provide supplemental Utility Blocker Response for specific incidents through Initial Emergency Automatic Aid response using Utility 2 & Utility 4; and

WHEREAS, the parties are authorized to enter into this agreement by virtue of the provisions of Act 35 of Michigan Public Acts of 1951, as amended, being MSA 5.4081 et seq., MCLA 124.1 et seq.; and Act 7 of Michigan Public Acts of 1967, Extra Session, as amended, being MSA 5.4088(1)., MCLA 124.501 et seq.

NOW, THEREFORE, the parties agree:

1. To provide Initial Emergency Automatic Aid Response to and for the specific incidents in designated areas, in accordance with this Agreement and adopted protocols as provided for herein.
2. With respect to any response, overall authority and responsibility shall remain with the Incident Commander of the jurisdiction in which the response takes place.
3. Notwithstanding Paragraph 2 above, the equipment and assistance of a responding party may be withdrawn at any time, without liability, in the sole discretion of the senior officer of the responding party. However, such withdrawal should only occur after notification of the incident commander of the jurisdiction in which the response takes place and a reasonable opportunity to make other accommodations.
4. Written protocols that are necessary or beneficial to the implementation of this Agreement will be developed and approved by the parties. Adoption of these protocols shall not require a resolution by the legislative bodies and instead shall become effective with the signature of the fire chiefs of the parties.
5. Within thirty (30) days of an incident in which Initial Emergency Automatic Aid Response was provided, the fire chief of either the requesting or responding agency may request a meeting to discuss and evaluate the effectiveness of the response.
6. the agency providing the vehicle/personnel vehicle can withdraw the aid/not send it – in that sending agency's discretion, with notice to the incident commander.
7. No party to this Agreement shall be required to compensate any other party to this Agreement for services provided. The mutual advantages and benefits afforded by this Agreement are considered adequate compensation to all parties. However, nothing in this Agreement prohibits any party from recovering from third parties its costs or the costs of other participating jurisdictions pursuant to local ordinances. Both Wyoming Fire and Grand Rapids Fire Departments will be able to seek reimbursement from MDOT per separate Agreements.

8. All costs incurred as a result of providing Initial Emergency Automatic Aid, including, without limitation, wage and disability payments, pension and Workmen's Compensation claims, damage to equipment and clothing and medical expenses of personnel shall be paid by the jurisdiction regularly employing such personnel and/or providing regular wages and benefits or owning such equipment.
9. It is mutually understood that each of the parties, their officers, agents and employees, in carrying out this Agreement are engaged in a governmental function as defined in Act 170 of Public Acts of 1964, as amended, are entitled to all immunities under the law and are acting pursuant to and under the authority granted by Michigan law.
10. It is the intent of this Agreement that each party shall bear sole responsibility for the acts or omissions of its personnel or agents in providing Initial Emergency Automatic Aid Response services pursuant to this Agreement. Each party shall indemnify and hold harmless all other parties, their officers, agents and employees against all claims or liabilities, including attorney's fees, caused by a negligent act or omission of the indemnifying party, its officers, agents or employees in the performance of non-performance of providing Initial Emergency Automatic Aid Response services pursuant to this Agreement.
11. To carry public liability insurance covering the acts or omissions of its respective fire department and their officers, agents, and employees in the performance of services provided for herein.
12. This Agreement is not intended to benefit any third party or create a special relationship or duty of any nature with or to any third party and no third party shall have any right of action hereunder for any cause whatsoever.
13. No party to this Agreement shall be liable for declining to respond to a request for Initial Emergency Automatic Aid.
14. This Agreement shall become effective upon approval and signature by the governing bodies of the participating jurisdictions. The clerk of each participating jurisdiction shall be provided with a signed copy of this agreement.
15. Any party to this Agreement may withdraw at any time by providing thirty (30) days prior written notice of withdrawal to all other parties.
16. This Agreement shall be in addition to any existing mutual aid or automatic aid agreement between any of the signed parties.
17. This Agreement may be amended at any time. An amendment must be made in writing and signed by all parties to become effective.
18. This Agreement constitutes the complete Agreement and understanding between the parties regarding all matters detailed herein. This Agreement shall be construed, governed and controlled by the laws of the State of Michigan.
19. If any provision or portion of this Agreement is held invalid, or otherwise not enforceable under applicable statute or rule of law, only that provision or portion shall be deemed omitted from this Agreement and only to the extent which is held invalid. The remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties through their respective Mayor or Manager first thereunto duly authorized by their governing body/s.

Witnessed by

Date

Jack A. Poll,

Mayor

City of Wyoming

Witnessed by

Date

Rosalynn Bliss,

Mayor

City of Grand Rapids

FIRE DEPARTMENT INITIAL EMERGENCY AUTOMATIC AID RESPONSE PROTOCOL:
BOUNDRIES OF DESIGNATED RESPONSE AREA

Authority:

The parties to the Wyoming Fire Department and Grand Rapids Fire Department Fire Service Automatic Aid Agreement for Utility Highway Blockers Utility 2 & 4 (the "Agreement") granted authority to their fire chiefs to develop and approve protocols that are necessary or beneficial to the implementation of the Agreement.

The undersigned fire chiefs of the parties agree to the following protocols, effective on the date indicated. 1. Boundaries of designated response areas for the Wyoming Fire Department.

- a. Wyoming Fire Department will respond to Grand Rapids for traffic accidents on US 131 Northbound to Hall Street.
- b. This response will be for Wyoming Utility 4, unless otherwise requested from Grand Rapids Fire other Fire response already agreed upon in other Mutual Aid Protocols.

2. Boundaries of designated response areas for the Grand Rapids Fire Department.

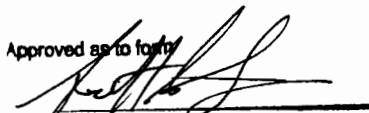
- a. Grand Rapids Fire Department will respond to Wyoming for traffic accidents on US 131 Southbound to 36th. Street.
- b. This response will be for Grand Rapids Utility 2, unless otherwise requested from Wyoming Fire Department other Fire response already agreed upon in other Mutual Aid Protocols.

Brian Bennett, Chief

Wyoming Fire Department

John Lehman, Chief

Grand Rapids Fire Department

Approved as to form

G. Smith, City Attorney
11/27/2019

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A
RESTRICTIVE COVENANT FOR A PORTION OF THE CITY OF WYOMING PUBLIC WORKS
PROPERTY LOCATED AT 2660 BURLINGAME AVENUE SW AND TO AUTHORIZE DIXON
ENGINEERING TO FILE THE RESTRICTIVE COVENANT WITH THE KENT COUNTY
REGISTER OF DEEDS

WHEREAS:

1. The City owns the Public Works property located at 2660 Burlingame Avenue SW.
2. Minor groundwater contamination was discovered in 2018 during replacement of underground storage tanks, piping and dispensers at the fuel island on the Public Works property.
3. Subsequent groundwater sampling did not indicate contamination was present.
4. If the City signs and records the attached Restrictive Covenant that restricts future use of the property to nonresidential use (which is consistent with its current and anticipated future use) the City can avoid additional groundwater well installation, sampling, and monitoring, thereby avoiding significant costs.
5. Dixon Engineering has prepared the attached Restrictive Covenant and the State of Michigan Department of Environment, Great Lakes and Energy has approved it.

NOW, THEREFORE, BE IT RESOLVED:

1. The proposed Restrictive Covenant is approved and the Mayor and City Clerk are authorized and directed to sign it on behalf of the City.
2. Dixon Engineering is authorized and directed to record the signed Restrictive Covenant with the Kent County Register of Deeds on the City's behalf.
3. All resolutions and parts of resolutions are rescinded to the extent of any conflict with this resolution.

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 2, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Restrictive Covenant

Resolution No. _____

STAFF REPORT

Date: November 14, 2019

Subject: Restrictive Covenant for a Portion of the Public Works Property

From: Aaron Vis, Assistant Director of Public Works

Date of Meeting: December 2, 2019

RECOMMENDATION:

The Public Works Department recommends the City Council authorize the Mayor and City Clerk to sign the attached restrictive covenant for the fuel island area of the Public Works property located at 2660 Burlingame Avenue SW. The Public Works Department also recommends the City Council authorize Dixon Engineering to record the restrictive covenant with the Kent County Register of Deeds.

COMMUNITY, SAFETY, STEWARDSHIP:

The restrictive covenant is being recorded to prohibit activities that may result from potential human exposure to several gasoline constituents discovered in the groundwater beneath the fuel island. The prohibited activities include residential use, water well installation, and construction of new structures (without proper engineering controls) on the 0.25-acre portion containing the existing fuel island and former/current underground storage tanks.

An alternative option to recording the restrictive covenant was discussed after initial contamination discovery. This option would have included installing additional monitoring wells and quarterly groundwater sampling for a minimum of one year. The restrictive covenant option was selected as a much cheaper, but equally effective alternative.

DISCUSSION:

The City fuel island was upgraded in 2018. The upgrades included removal of 30-year old underground storage tanks (USTs) and associated piping and dispensers, and installation of new USTs and associate piping and dispensers. During the removal of the old USTs no visible contamination was observed. Dixon Engineering was retained to oversee the UST removal and ensure State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) requirements were fulfilled. As part of this work, necessary soil and groundwater samples were collected.

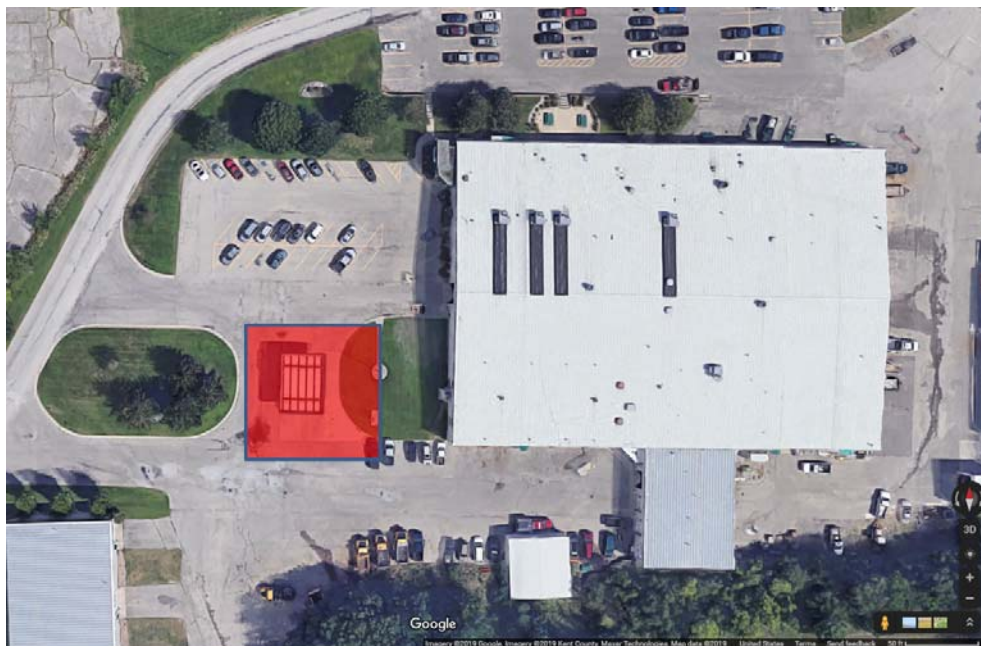
When the samples were analyzed, two compounds in two separate groundwater samples were found to slightly exceed relevant Natural Resources and Environmental Protection Act Part 201 (Part 201) cleanup levels. Subsequent soil boring and monitoring well installation occurred, and samples were again collected consistent with EGLE requests. Only one sample contained a detectable compound and this compound was well below Part 201 cleanup levels. Samples were collected a second time and nothing was detected. Therefore, we requested that EGLE grant closure to the site without additional monitoring.

However, EGLE requested that the City either install additional monitoring wells and collect additional samples for a minimum period of one year or pursue a restrictive covenant to limit activities in the immediate area. The City elected to draft a restrictive covenant rather than spend thousands of dollars installing and sampling additional monitoring wells.

Therefore, Dixon Engineering prepared the attached draft restrictive covenant and has received approval to file from the EGLE. The restrictive covenant includes the following land use restrictions:

- a) *Prohibiting the use of the restricted area for residential use.* The current and anticipated future use of the Public Works property is for non-residential use.
- b) *Prohibiting the installation of wells for consumption or irrigation.* Since the Public Works property is served by the water distribution system, there neither is nor will be a need to install a drinking water or irrigation well.
- c) *Prohibiting the construction of new structures without some sort of engineering control to limit vapors.* The area the restrictive covenant includes will not have a new structure built on it.

The restrictive covenant includes the area immediately around the existing and former fuel island system, as detailed in the attached documents and as approximately indicated in red below:



Upon City Council approval, the restrictive covenant will be filed with the Kent County Register of Deeds, remains with the property owner (City), and is in effect until it is determined that the contamination does not pose an unacceptable risk to public health, safety, or welfare, or the environment.

BUDGET IMPACT:

This recommendation does not impact the budget.

ATTACHMENTS:

Declaration of Restrictive Covenant
Approval Communication from EGLE Staff

**DECLARATION OF RESTRICTIVE COVENANT
FOR A RESTRICTED NONRESIDENTIAL CORRECTIVE ACTION**

EGLE Reference No: RC-RRD-213-19-123

This Declaration of Restrictive Covenant (Restrictive Covenant) has been recorded with the Kent County Register of Deeds to protect public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to regulated substances present at the Property located at 2660 Burlingame Avenue, SW, Wyoming, Kent Count, Michigan and legally described in the attached Exhibit 1 (Survey of Property and Limits of Land or Resource Use Restrictions).

Exhibit 1 (Survey of Property and Limits of Land or Resource Use Restrictions) provides a survey of the Property and contains an additional legal description that distinguishes the portion of the Property that is subject to the land and/or resource use restrictions specified in the Restrictive Covenant.

The Property is associated with the City of Wyoming Department of Public Works/Motor Pool Building (Michigan Department of Licensing and Regulatory Affairs - Facility Identification Number: 0-0008334) for which a Leaking Underground Storage Tank (LUST) Closure Report was completed under Part 213, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.21301 *et seq.* Corrective actions that were implemented to address environmental contamination are fully described in this Restrictive Covenant and in documents contained in the district files available from the Michigan Department of Environment, Great Lakes and Energy (EGLE), Remediation and Redevelopment Division, Grand Rapids District Office.

The Property described may contain regulated substances in excess of the concentrations developed as the unrestricted residential cleanup criteria under Section 21304a(2) of the NREPA. EGLE recommends that prospective purchasers or users of this Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 21304c of the NREPA.

Part 213 requires the recording of this Restrictive Covenant with the Kent County Register of Deeds based upon the corrective action measures for the site to: (1) restrict unacceptable exposures to regulated substances located on the Property; (2) assure that the use of the Property is consistent with the exposure assumptions used to develop cleanup criteria under Section 21304a(2) of the NREPA; and (3) assure the exposure control measures relied upon in the Closure Report are effective.

The restrictions contained in this Restrictive Covenant are based upon information available at the time the corrective action was implemented by the City of Wyoming. Failure of the corrective action to achieve and maintain the cleanup criteria, exposure controls, and requirements specified in the Closure Report; future changes in the environmental condition of the Property; changes in the cleanup criteria developed under Section 21304a(2) of the NREPA; the discovery of environmental conditions at the Property that were not accounted for in the Closure Report or use of the Property in a manner inconsistent with the restrictions described herein may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment. The adequacy of the corrective action undertaken pursuant to the Closure Report may not have been reviewed by EGLE.

Definitions

For the purposes of this Restrictive Covenant, the following definitions shall apply:

“EGLE” means the Michigan Department of Environment, Great Lakes, and Energy, its successor entities, and those persons or entities acting on its behalf.

DECLARATION OF RESTRICTIVE COVENANT FOR A RESTRICTED NONRESIDENTIAL CORRECTIVE ACTION

“Owner” means at any given time the then-current title holder of all or any portion of the Property.

“Property” means the real property as described in Exhibit 1 (Survey of Property and Limits of Land or Resource Use Restrictions) of this Restrictive Covenant that is subject to the restrictions, terms and conditions described herein.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA and Part 213 of the NREPA, shall have the same meaning in this document as in Part 3 and Part 213 of the NREPA, as of the date this Restrictive Covenant is filed.

Summary of Environmental Conditions and Corrective Action.

Based on the Closure Report, gasoline and diesel fuel constituents were initially detected during the removal of three regulated underground storage tanks (USTs) and the associated piping/fuel dispensers at the Property. Based on the chemical analysis results for the UST Site Assessment samples, detectable concentrations of benzene, toluene, xylenes (total) and naphthalene were reported in two groundwater samples and xylenes (total) in one soil sample. The detected soil sampling was located beneath the piping near a dispenser in the fueling area. In summary of the Tier 1/Unrestricted Residential Generic Cleanup Criteria Risk Based Screening Levels (Tier 1 RBSLs) developed by EGLE under Part 201 of NREPA comparison, only benzene (5.1 µg/L) and naphthalene (20 µg/L) in groundwater exceeded the Tier 1 RBSLs. The remaining detected concentrations in the groundwater and the xylenes (total) concentration in the soil near the fuel dispenser did not exceed the Tier 1 RBSLs.

Following the initial UST Site Assessment sampling, two new USTs, piping and fuel dispensers were installed at the same location. The concrete surface within the fuel dispensing area was also removed/replaced. Seven soil borings were subsequently conducted for vertical and horizontal contaminant delineation. Six of the soil borings were converted to permanent groundwater monitor wells. Based on the initial soil/groundwater sampling event and two subsequent groundwater sampling events, no gasoline or diesel fuel constituents remain at concentrations exceeding the Tier 1 RBSLs.

Based on the LUST Closure Report, elevated xylenes (total) concentrations (if present) would be limited to the soils beneath the fuel dispensing area. In order to prevent any damage to the integrity of the fueling area/subsurface piping, this Restrictive Covenant was implemented to prevent an unacceptable exposure within the Limits of Land or Resource Use Restrictions described in Exhibit 1. The Limits of the Land or Resource Use Restrictions were determined using the soil boring/monitor locations specified in the Closure Report.

NOW THEREFORE,

1. Declaration of Land or Resource Use Restrictions.

The City of Wyoming, as the owner of the property, hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

- a. Nonresidential Land Use. The Owner shall prohibit all uses of the Property as described in Exhibit 1 (Survey of Property and Limits of Land or Resource Use Restrictions) that are not compatible with or are inconsistent with the assumptions and basis for the nonresidential cleanup criteria established pursuant to Section 21304a(2) of the NREPA. This land use is characterized by any use which is not residential in nature and is primarily characterized by industrial and commercial uses. Industrial uses typically involve manufacturing operations engaged in processing and manufacturing of materials or products. Other examples of industrial uses are utility companies, industrial research and development, and petroleum bulk storage. Commercial uses include any business or income-producing use such as commercial warehouses, lumber yards, retail gas stations, auto dealerships and service stations, as well as office buildings, banks, and medical/dental offices (not including hospitals). Commercial uses also include retail businesses whose principal activity is the sale of food or merchandise within an enclosed building and personal service establishments which perform services indoors such as health clubs, barber/beauty salons, photographic studios, etc.

Any residential use is specifically prohibited from the nonresidential land use category. This would include the primary use of the Property for human habitation and includes structures such as single family dwellings, multiple family structures, mobile homes, condominiums, and apartment buildings. Residential use is also characterized by any use which is intended to house, educate, or provide care

DECLARATION OF RESTRICTIVE COVENANT FOR A RESTRICTED NONRESIDENTIAL CORRECTIVE ACTION

for children, the elderly, the infirm, or other sensitive populations, and therefore could include day care centers, educational facilities, hospitals, elder care facilities, and nursing homes. The use of any accessory building or portion of an existing building as a dwelling unit permitted for a proprietor or storekeeper and their families, located in the same building as their place of occupation, or for a watchman or caretaker is also prohibited. Any authority that allows for residential use of the Property as a legal non-conforming is also restricted per the prohibitions contained in this Restrictive Covenant. Cleanup criteria for land-use based response activities are located in the Government Documents Section of the State of Michigan Library.

. Prohibited Activities to Eliminate Unacceptable Exposures to Regulated Substances. The Owner shall prohibit activities within a portion of the Property designated in Exhibit 1 (Survey of Property and Limits of Land or Resource Use Restrictions) that may result in exposures above levels established in the Closure Report. These prohibited activities include:

- (i) Exposure Restrictions for Use of Groundwater. The construction and use of wells or other devices to extract groundwater for consumption, irrigation, or any other purpose except as provided below:
 - (a) Wells or other devices constructed for the purpose of evaluating groundwater quality and/or to remediate subsurface contamination associated with a release of regulated substances into the environment can be installed only if the construction, operation, and maintenance is performed in accordance with all applicable local state, and federal laws and regulations; and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.
 - (b) Short term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with applicable local, state, and federal laws and regulations; and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations.
- (ii) Vapor Intrusion Exposure. The construction of new structures, unless such construction incorporates engineering controls designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into the new structure at concentrations greater than the applicable criteria; or, unless prior to construction of any structure, an evaluation of the potential for hazardous substances to volatilize into indoor air assures the protection of persons who may be present in the buildings and is conducted in compliance with Section 21304c of the NREPA.

2. Contaminated Soil Management. The Owner shall manage all soils, media, and/or debris located within the Restricted Area in accordance with the applicable requirements of Sections 21304b of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 USC Section 6901 et seq.; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

3. Access. The Owner grants to EGLE and the City of Wyoming, and their designated representatives, the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the Closure Report. Including the right to take samples, inspect the operation and maintenance of the corrective action measures and inspect any records relating to them, and to perform any actions necessary to maintain compliance with Part 213 and the Closure Report. The right of access provided to the City of Wyoming above is not required under Part 213 for the corrective action to be considered approved. This provision was agreed to by the Owner at the time the Restrictive Covenant was recorded. Accordingly, EGLE will not enforce the Owner's obligation to provide access to the City of Wyoming.

4. Conveyance of Property Interest. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms of the Closure Report, and this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest in accordance with Section 21310a(2)(c) of the NREPA.

**DECLARATION OF RESTRICTIVE COVENANT
FOR A RESTRICTED NONRESIDENTIAL CORRECTIVE ACTION**

5. Audits Pursuant to Section 21315 of the NREPA. This Restrictive Covenant is subject to audits in accordance with the provisions of Section 21315 of the NREPA, and such an audit may result in a finding by EGLE that this Restrictive Covenant is not protective of the public health, safety, and welfare, and the environment.

6. Term of Restrictive Covenant. This Restrictive Covenant shall run with the Property and is binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant shall continue in effect until it is determined that the regulated substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment. Improper modification or rescission of any restriction necessary to prevent unacceptable exposure to regulated substances may result in the need to perform additional corrective actions by those parties responsible for performing corrective action at the Property or to comply with Section 21304c of the NREPA.

7. Enforcement of Restrictive Covenant. The State of Michigan, through EGLE, and the City of Wyoming, may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

8. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provision of this Restrictive Covenant, which shall continue unimpaired and in full force and effect.

9. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner or has the express written permission of the Owner and represents and certifies that he or she is duly authorized and has been empowered to execute and record this Restrictive Covenant.

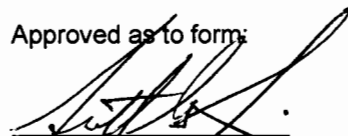
IN WITNESS WHEREOF, the City of Wyoming has caused this Restrictive Covenant, EGLE Reference No: RC-RRD-213-19-123, to be executed as of November 19, 2019.

CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Approved as to form:


Scott G. Smith, City Attorney

**STATE OF MICHIGAN
COUNTY OF KENT**

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.

*
Notary Public, Kent County, MI
Acting in Kent County, MI
My commission expires: _____

No state or county transfer tax is due because no interest is conveyed by this document.

Prepared by: Dixon Environmental Consulting, Inc. 1560 North Taylor Avenue Grand Rapids, Michigan 49505	When recorded return to: City Clerk City of Wyoming 1155 28 th St, SW Wyoming, Michigan 49509
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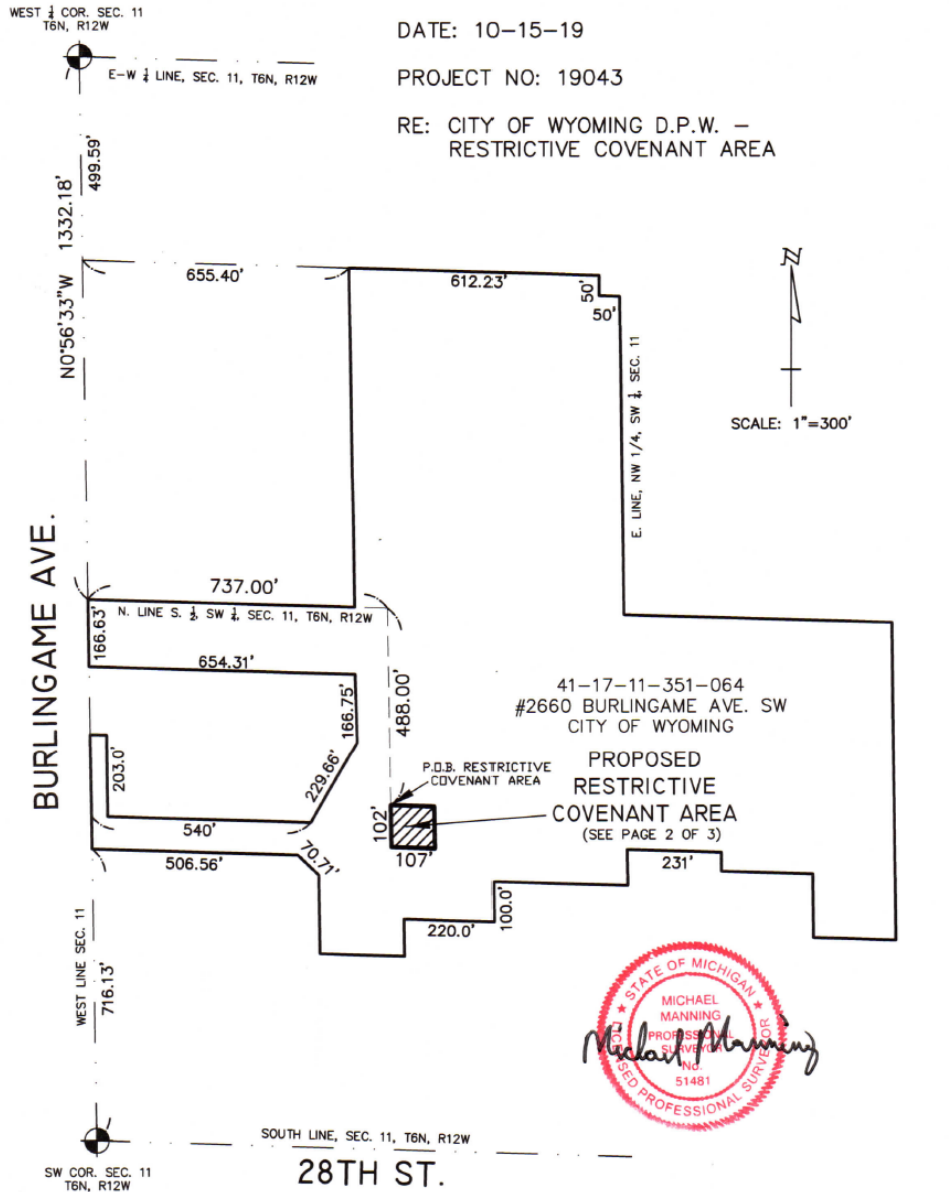
EXHIBIT 1
SURVEY OF PROPERTY AND LIMITS OF LAND OR RESOURCE USE RESTRICTIONS

FOR: DIXON ENVIRONMENTAL CONSULTING, INC.
 1560 NORTH TAYLOR AVENUE
 GRAND RAPIDS, MI 49505

DATE: 10-15-19

PROJECT NO: 19043

RE: CITY OF WYOMING D.P.W. -
 RESTRICTIVE COVENANT AREA



PAGE 1 OF 3

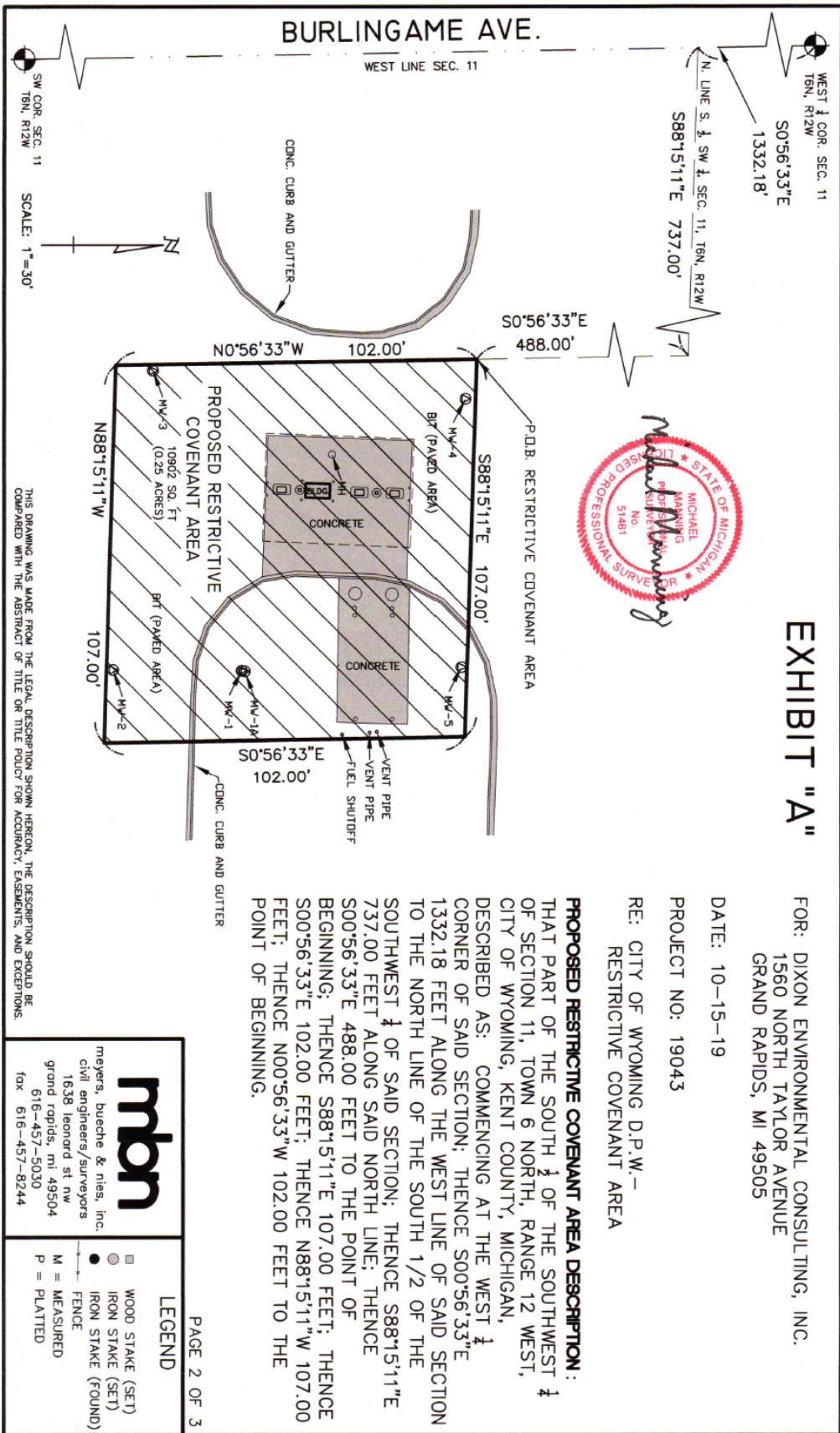
mbn

meyers, bueche & nies, inc.
 civil engineers/surveyors
 1638 leonard st nw
 grand rapids, mi 49504
 616-457-5030
 fax 616-457-8244

LEGEND

- WOOD STAKE (SET)
- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- M = MEASURED
- P = PLATTED

THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON. THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.



FOR: DIXON ENVIRONMENTAL CONSULTING, INC.
1560 NORTH TAYLOR AVENUE
GRAND RAPIDS, MI 49505



DATE: 10-15-19

PROJECT NO: 19043

RE: CITY OF WYOMING D.P.W.

TAX DESCRIPTION OF PARCEL #41-17-11-351-064 (#2660 BURLINGAME AVE. SW): PART OF SW $\frac{1}{4}$ COM AT W $\frac{1}{4}$ COR TH S2°32'00"E ALONG W SEC LINE 499.59 FT TO N LINE OF S $\frac{1}{4}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ TH S89°52'49"E ALONG SD N LINE 655.40 FT TO BEG OF THIS DESC-TH S89°52'49"E ALONG SD N LINE 612.23 FT TO A PT 50.0 W FROM E LINE OF NW $\frac{1}{4}$ SW $\frac{1}{4}$ TH S2°23'34"E PAR WITH SD E LINE 50.0 FT TH N88°45'30"E 50.0 FT TO SD E LINE TH S2°23'34"E ALONG SD E LINE TO N LINE OF S $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ TH N89°51'29"W ALONG SD N LINE 662.24 FT TH N2°23'34"W 499.74 FT TO BEG ALSO COM AT INT OF W SEC LINE AND S LINE OF N 82.5 FT OF S $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ TH E ALONG SD S LINE 264.0 FT TH N PAR WITH W SEC LINE 82.50 FT TO N LINE OF S $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ TH E ALONG SD N LINE 389.21 FT TO BEG OF THIS DESC - TH S PAR WITH W SEC LINE TO S LINE OF NW $\frac{1}{4}$ SW $\frac{1}{4}$ TH W ALONG SD S LINE TO W SEC LINE TH S ALONG W SEC LINE 166.63 FT TO S LINE OF N $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ TH E ALONG SD S LINE TO A PT 1165.51 FT N0°00'00"E ALONG W SEC LINE AND 654.31 FT S87°17'52"E FROM SW COR OF SEC TH S1°03'17"E 166.75 FT TO N LINE OF S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ TH S30°42'10"W 229.66 FT TO A PT 540 FT E FROM W SEC LINE TH W PAR WITH N LINE OF S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ TO A PT 40 E FROM W SEC LINE TH N PAR WITH W SEC LINE 203.0 FT TO N LINE OF S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ TH W ALONG SD N LINE TO W SEC LINE TH S ALONG W SEC LINE TO A PT 716.13 FT N ALONG W SEC LINE FROM SW COR OF SEC TH E PAR WITH S $\frac{1}{8}$ LINE 506.56 FT TH S42°19'E 70.71 FT TO E LINE OF W 557 FT OF W $\frac{1}{2}$ SW $\frac{1}{4}$ TH S ALONG SD E LINE TO N LINE OF S 475 FT OF W $\frac{1}{2}$ SW $\frac{1}{4}$ TH E ALONG SD N LINE 211.16 FT TO W LINE OF E 220 FT OF W $\frac{3}{4}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ TH N ALONG SD W LINE TO N LINE OF SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ TH E ALONG SD N LINE TO W $\frac{1}{8}$ LINE TH N ALONG W $\frac{1}{8}$ LINE TO N LINE OF S $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ TH W ALONG SD N LINE TO BEG ALSO N 100 FT OF E 220 FT OF W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ALSO W 231 FT OF SE $\frac{1}{4}$ SW $\frac{1}{4}$ EX S 754.30 FT ALSO E 396 FT OF W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ EX S 550 FT AND EX COM 396.0 FT W AND 550.0 FT COR W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ TH N 158.0 FT E 194.0 FT S 158.0 FT W 194.0 FT TO BEG ALSO THAT PART OF VAC PORTION OF HOOK AVE /60 FT WIDE/ LYING WITHIN SE $\frac{1}{4}$ SW $\frac{1}{4}$ * SEC 11 T6N R12W 39.08 A

PAGE 3 OF 3

NOTE: TAX DESCRIPTION ABOVE FROM
KENT COUNTY WEBSITE (ACCESSKENT.COM).
PRINTED ON 10-11-19.

mbn meyers, bueche & nies, inc. civil engineers/surveyors 1638 leonard st nw grand rapids, mi 49504 616-457-5030 fax 616-457-8244	LEGEND □ WOOD STAKE (SET) ○ IRON STAKE (SET) ● IRON STAKE (FOUND) — FENCE M = MEASURED P = PLATTED
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RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE SIGNING OF A
RESTATED DEVELOPMENT AGREEMENT WITH FRANKLIN PARTNERS,
L.L.C. FOR THE REDEVELOPMENT OF SITE 36

WHEREAS:

1. The City of Wyoming, City of Wyoming Brownfield Redevelopment Authority and Franklin Partners, L.L.C entered into a Development Agreement (the "Agreement") on October 6, 2016 for the property located 300 36th St SE, Wyoming (Site 36).
2. The option in the Agreement was amended twice and recently expired in October 2019.
3. The City is satisfied with the efforts of Franklin Partners, L.L.C. and believes it is in the best interest of the City to again extend the option.
4. The City wishes to modify the existing Agreement to allow for expanded opportunities.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Restated Development Agreement and sign it on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent of 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 December 2, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Restated Development Agreement

STAFF REPORT

Date: November 26, 2019

Subject: Franklin Partners, L.L.C. Site 36 Contract Extension

From: Megan Sall, Deputy City Manager

Meeting Date: December 2, 2019

RECOMMENDATION:

It is recommended City Council authorize the extension of the contract with Franklin Partners, L.L.C. for the redevelopment of Site 36.

COMMUNITY, SAFETY, STEWARDSHIP:

The redevelopment of Site 36 is critical to the mission of the City of Wyoming. Returning jobs and investment to this location will serve the economic needs of Wyoming residents and strengthen the overall tax base of the City. In addition, it will serve as a symbol of our community's resilience as we restore an underutilized site in the Godwin Heights neighborhood.

DISCUSSION:

Franklin Partners has served as the City's development partner for Site 36 for the last three years. Despite the absence of a user, staff continue to believe that they are acting in the best interest of the community and wish to extend the partnership in the hopes of attracting the right development. Franklin Partners has an extensive network throughout the Midwest and beyond, and they have engaged several prospects over the last year. In addition, they bring a variety of development capabilities that the City would be challenged to administer, such as the ability to build a facility and lease it back to a user.

Given recent conversations throughout the Master Planning process regarding the potential for Site 36 to be used for non-industrial uses, the contract extension does include a clause that would allow the Brownfield Redevelopment Authority and City Council to pursue such a use if they deemed appropriate. Franklin Partners is in concurrence with the added flexibility.

Should the coming year fail to yield redevelopment at Site 36, staff will likely end its partnership with Franklin and seek new opportunities at the close of the contract period.

BUDGET IMPACT:

Money is available in the Brownfield Redevelopment Authority's budget to reimburse Franklin Partners for various expenses that are incurred regarding Site 36. Aside from these nominal items, the City does not pay the developer for its services.

RESTATED DEVELOPMENT AGREEMENT

This Restated Development Agreement is made as of January 1, 2020, among the City of Wyoming Brownfield Redevelopment Authority, a Michigan public body corporate, of 1155 28th Street SW, Wyoming, MI 49509 (the “**Authority**”), the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509 (the “**City**”), and Franklin Partners, L.L.C., a Illinois limited liability company, with local offices at 99 Monroe Ave NW, Suite 102, Grand Rapids, MI 49503 (“**Developer**”).

RECITALS

A. The Authority owns approximately 87 acres of industrial real property located along either side of 36th Street east of Clay Avenue in the City between a railroad track on its west and Buchanan Street on its east, as generally depicted on the attached **Exhibit A**, having the street addresses of 300 and 301 36th Street, SW and marketed as “Site 36” (the “**Property**”).

B. The Property abuts a railroad so it has railroad access, is within a few blocks of the US-131 – 36th Street exit (which exit is within a few miles of the US-131 – M-6 interchange), is served by roads designed and built for commercial truck traffic, has available City water and sanitary sewer service, has available natural gas service, and has an electric substation within it with possible connection to lines along its perimeter so it can be provided redundant electric power (the “**Property’s Amenities**”).

C. Due to the presence of certain substances in the Property’s soils and groundwater, a declaration of restrictive covenant has been recorded that limits uses of the Property to non-residential uses and imposes certain obligations on owners of the Property (the “**Restrictive Covenant**”).

D. The Authority’s and City’s primary **goals for the Property** have been to ensure (i) site environmental clean-up which has largely been accomplished by predecessors in title though as noted above, the Property will be subject to certain environmental requirements, (ii) development that is an attractive asset to the City and its immediate vicinity, (iii) quality, family-supporting jobs and tax base on the Property, and (iv) appropriate use of the Property’s Industrial Amenities.

E. Toward those goals for the Property, the Authority and City have, to date, maintained that the Property’s best use may be by one or a very few larger businesses, rather than development as an industrial park occupied by smaller businesses, for commercial uses or for recreational uses.

F. The parties entered into an earlier Development Agreement, dated October 3, 2016, that was amended and extended in 2017 and 2018 (the “**Previous Agreement**”).

G. The parties wish to replace that Previous Agreement with this Agreement in order to adjust their relationship and expectations for the Property’s development based on their collective experience, input the City has received from citizens as it is developing a new master plan, and on other factors.

TERMS AND CONDITIONS

1. Collaboration.

A. Within 30 days of the date of this Agreement, representatives of the parties will meet as necessary to jointly develop plans for Property maintenance and/or improvements needed to comply with City ordinances and to make the Property presentable during its marketing. Those plans will include reasonable budgets and sources of funds.

B. Representatives of the parties will also meet to consider:

1. Developer’s current discussions with prospective industrial occupants of the Property;
2. Possible development of a site plan for the Property as an industrial park with the construction of a speculative industrial building in an effort to catalyze its development.
3. Possible recreational and commercial uses of the Property as a destination site that will draw those recreational users to also patronize businesses on the Property or in its vicinity.

C. Regardless of any other provision of this Agreement, after consultation with Developer, the City Council and Authority Board may (i) determine a non-industrial use of the Property is appropriate and (ii) accept a proposal from a party other than Developer for such a non-industrial use. If the City Council and

Authority Board do so, unless the parties agree to another arrangement, the Authority will pay Developer for any costs Developer has incurred under this Agreement up to \$100,000.00.

2. Implementation. Developer will be responsible for implementing the plans developed pursuant to section 1. The Authority and City will participate as agreed upon during the planning or as they otherwise agree to participate at Developer's request.

A. Inquiries about the Property, its development or its marketing will be referred to Developer.

B. The City and Authority will collaborate with Developer before commenting on the Property, a party interested in the Property, an occurrence related to the Property, or an inquiry about the Property

C. The parties will continue to coordinate with the efforts of The Right Place to market and interest parties in the Property.

D. Developer will promptly verbally inform the City Manager of all parties who contact Developer about the Property. If written communication is used and confidentiality is to be maintained, written communication will be through the City Attorney.

E. Authority and City representatives will cooperate with Developer to meet with parties interested in the Property, arrange meetings with The Right Place or state officials to discuss possible economic development incentives, and to provide information about the Property.

F. Developer represents that its personnel, agents or consultants have the expertise and ability to offer and Developer shall offer to and, when desired by a party interested in the Property, provide (i) appropriate placement of the interested party's facility on the Property, (ii) site planning for the interested party's facility on the Property, (iii) building and process design for the interested party's facility on the Property, (iv) elevation and other exterior drawings of a proposed facility for the interested party, (v) logistical support for any needed relocation of the interested party's current operations to the Property, (vi) assistance with environmental consulting to accommodate within the development the restrictions in the Restrictive Covenant and any other environmental issues, (vii) construction services to build to suit the interested party's desires either for purchase or for lease, (viii) financing for these services, and (ix) other services reasonably needed or desired by an interested party to facilitate construction and occupancy of a facility on the Property. However, Developer will have no obligation to undertake any activities which Developer, in its sole discretion, believes could make Developer an "operator" or otherwise liable under any applicable environmental law unless Developer is first is able to complete appropriate due diligence and steps to protect itself from liability and has an opportunity to obtain economic incentives for the costs of such activities.

3. Option. The Authority grants to Developer an option to acquire all or portions of the Property in accordance with the following:

A. The term of the option is one year and will, unless extended or terminated earlier by the parties' mutual written agreement, terminate on December 31, 2020.

B. Consideration for the option is Developer's performance of its obligations under this Agreement.

C. The **Purchase Price** any of the Property will be \$70,000 per gross acre or such other amount as the parties determine appropriate paid in full at closing. Amounts Developer pays to maintain or improve the Property as described in subsection 1.A will be credited against the Purchase Price at closing.

D. The Option may be exercised as follows:

1. Developer, either in a meeting or in writing, will propose to City and Authority representatives a proposed development of part or all the Property that will:

a. Identify the portion(s) of the Property to be occupied by the proposed development.

b. Identify the proposed occupant, describe its business or other activities anticipated to occur on the Property, list the numbers and types of jobs the proposed occupant will fill on the Property, and provide information about the compensation (including benefits) to be provided those working within the proposed occupant's facility on the Property.

c. Include a sketched lay-out of the proposed development on the Property.

- d. Detail economic development incentives desired for the proposed development.
 - e. Explain what, if any, infrastructure improvements are needed for the development, who will construct them, and sources of funding for them.
 - f. Show how the proposed development will comply with zoning, building and other applicable requirements.
 - g. Detail the proposed development's exterior finishes and landscaping.
 - h. Explain how any environmental issues will be addressed.
 - i. Include a proposed, tentative development schedule.
 - j. State how the proposed occupant needs and will use any of the Property's Amenities.
 - k. Explain how the proposed occupancy might affect use of any remainder of the Property.
 - l. Include other information helpful to evaluate the proposal's desirability and efficacy.
2. The parties' representatives will discuss the proposal to determine whether it meets the goals for the Property or is otherwise meritorious, whether questions remain, and whether changes in the proposal are advisable before the Authority Board's and City Council's consideration.
 3. If discussion leads to favorable views of the proposal, the transaction will be documented for the consideration by the Authority Board and City Council.
 4. If the Authority Board and City Council approve the transaction, Developer will deposit with the Authority an amount equal to 5.0% of the Purchase Price for the portion of the Property subject to the transaction as an **Earnest Money** deposit to be credited to the Purchase Price at closing.
4. Terms of Conveyance. Unless the parties otherwise agree, documentation of a proposed transaction to be submitted for Authority Board and City Council approval will include a purchase agreement for the portion of the property to be occupied by or conveyed to accommodate the proposed occupant which purchase agreement will include or be subject to the following:
- A. Promptly after approval of the proposed transaction, the Authority will provide a commitment for an owner's policy of title insurance in the amount of the purchase price with standard exceptions from a title insurance company reasonably acceptable to the parties. Developer will pay for any endorsements or waivers of exceptions Developer wants. If the title insurance commitment discloses matters of title not acceptable to Developer, Developer will notify the Authority in writing about them within 15 days of Developer's receipt of the title commitment and the survey described in subsection 4.B. The Authority may, at the Authority's option, cure the title exceptions disclosed by Developer within 30 days after Developer notifies the Authority. If the Authority is unable or elects not to cure the disclosed title exceptions, Developer or other buyer may either (i) terminate the proposed transaction and have its Earnest Money returned or (ii) accept such title as the Authority is able to provide, without reducing or abating the purchase price. At closing, the Authority will pay the the premium for an owner's title insurance policy with standard exceptions in the amount of the purchase price. Regardless of any other provision of this Agreement, the Restrictive Covenant and a Development Agreement dated March 22, 2011, among the City, the Authority and Thunder Ventures, LLC will be permitted exceptions to the title.
 - B. Developer may, at Developer's expense, obtain any survey of the Property Developer desires. Developer will order that survey promptly after approval of the proposed transaction. If within 15 days after Developer obtains the survey, Developer notifies the Authority that an encroachment or any other matter shown on the survey may or will, in Developer's judgment, impair the value of the Property or the intended use of the Property, the Authority will have 30 days from the date it is notified in writing by Developer of the condition(s) of unacceptability to remedy such condition(s). If the Authority fails to remedy the unsatisfactory condition(s) within this time, Developer will have the same options as provided in subsection 4.A of this Agreement with respect to title exceptions.
 - C. The Property is a "facility" as defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.20101 *et seq.* ("**Part 201**"), and is subject to the Restrictive Covenant. Developer agrees to be bound by and comply with the Restrictive Covenant. Developer

acknowledges there are monitoring activities occurring at the Property. Developer acknowledges that the Authority and City have never been “operators” of the Property, as that term is defined under applicable environmental laws, and that the Authority became an “owner” of the Property, as that term is defined under applicable environmental laws, solely for the propose of acquiring the Property for sale and redevelopment. The Authority and City make no warranties or representations whatsoever with regard to the environmental condition of the Property. By closing on its purchase of the Property Developer will be acknowledging that the Authority has adequately disclosed information about the environmental condition of the Property and that Developer is satisfied with that disclosure.

D. Developer acknowledges that the Authority and City make and have made no representations or warranties whatsoever with regard to the condition of the Property, its fitness to any purpose or use and that Developer accepts the Property on an “as is, where is” basis. Developer also acknowledges it had the opportunity and undertook the sole responsibility to inspect the Property and records concerning the Property and is making its own judgment as to the suitability of the Property for the intended use. Developer will be accepting title to the Property and the condition of the Property with no recourse against the Authority, the City, or any predecessors in title to the Property for any condition of the Property.

E. Developer will have 180 days from the date of the later of the Authority Board’s and City Council’s approval of the proposed transaction as a **Due Diligence Period** to complete the following:

1. To enter upon the Property and undertake, without any expense to the Authority or City (except to the extent eligible for tax increment financing, grants or any other incentive through the Authority or the City), any inspections of the Property Developer wishes to undertake, including, without limitation, any environmental assessments and tests. Entry and activity upon the Property by or for Developer for any purpose must be undertaken in a manner that will not unreasonably interfere with any ongoing monitoring. Developer will coordinate with the Authority before engaging in any boring, excavation or similar activities on the Property. Developer will promptly return the Property to substantially its original condition upon completion of such inspections and tests on an ongoing basis and repair all damage to the Property caused by that work. Developer will enter the Property and perform inspections at its own risk and responsibility. Developer will indemnify, defend and hold the City and Authority, including their respective officers and employees (together, the “**Indemnified Parties**”) harmless from and against any liability, cost or damage for personal injury or property damage incurred by any of the Indemnified Parties the Developer’s inspection of or entry on the Property. These indemnity obligations will survive termination of the purchase agreement and the closing.
2. Obtain any site plan and other zoning or land use approvals and any building permits needed for the proposed development on the Property. Nothing in this Agreement or the purchase agreement will require a City officer, employee, or body, including, without limitation, the City building inspector, City Planner, Planning Commission, Zoning Board of Appeals or City Council, to approve any plan, re-zoning, zoning ordinance change, variance or other requests related to proposed development on the Property. Those officers, employees and bodies will exercise their functions and discretion in accordance with their duties under applicable laws, ordinances, rules and regulations.
3. Obtain any approvals, permits or licenses needed from any county, state or federal officials, including any approvals from the Michigan Department of Environment, Great Lakes and Energy under the Restrictive Covenant and applicable laws, rules and regulations.
4. Obtain any needed approvals of and commitments from the providers of any utilities needed to serve the proposed development including (i) City water, sanitary sewer and storm water, (ii) electric power, (iii) natural gas, and (iv) telephone and other communications.
5. Obtain commitments for any needed financing.
6. Obtain any needed governmental approvals for desired economic development incentives.
7. Obtain any needed approvals and agreements for railroad access, curb cuts or other transportation needs for the proposed development.

F. The purchase agreement will identify the time after expiration of the Due Diligence Period for closing and shall that there is no obligation to close on the purchase unless Developer has satisfied all contingencies to Developer’s satisfaction, in its sole discretion.

G. At closing, title will be conveyed by a limited warranty deed. It will restrict the development and use of the Property in accordance with the Restrictive Covenant, this Agreement, and the terms in the purchase agreement.

H. Possession will be delivered at closing.

I. Standard representations and warranties of a buyer and seller in a real estate transaction attesting to their status as entities, needed approvals, no known administrative or litigation actions that would impact the transaction, and no contracts that might affect the transaction.

J. An explanation and limitation of remedies.

K. Any conditions to the transaction the parties agree are appropriate, such as terms for economic development incentives.

5. Brokers. Developer will be responsible for any commission due a broker with whom Developer works.

6. Economic Development Incentives.

A. The City has a standard formula it applies to requests for property tax abatements and, unless the parties otherwise agree, the City will apply that formula to any request for such abatements.

B. Developer has a copy of the approved brownfield plan for the Property. The Authority and City will consider amendments to the brownfield plan if (i) there is demonstrated need for tax increment financing or other incentives available under 1996 PA 381 and that required state officials and bodies support, (ii) the tax base to be created by the project will support the incentives, and (iii) the numbers of jobs, types of jobs, and compensation paid for the jobs justify the incentives.

C. Other incentives may be available from the state. The Authority and City will consider seeking or supporting such incentives if (i) there is demonstrated need for those incentives that required state officials and bodies support, (ii) the tax base to be created by the project will support the incentives, and (iii) the numbers of jobs, types of jobs, and compensation paid for the jobs justify the incentives.

D. Any commitment to provide economic development incentives will be subject to separate approvals and agreements related to the specific incentives or will be stated within the purchase agreement prepared as provided in section 4 of this Agreement.

7. Assignment and Benefit. No party may assign this Agreement or any rights, duties or obligations under this Agreement without the express, prior written authorization of the other parties following action by such party's governing body. Such authorization will not be unreasonably withheld, delayed or conditioned. This Agreement will be binding on the parties and their permitted successors and assigns. However, no other parties are intended to benefit from or be beneficiaries of this Agreement.

8. Jurisdiction. Jurisdiction and venue for any action brought pursuant to or to enforce any provision of this Agreement will be solely in the state courts in Kent County Michigan. To the extent not prohibited by law, the prevailing party in any such action will, in addition to any other remedies, be entitled to recover its actual costs incurred to investigate, bring, maintain or defend any such action from its first accrual or first notice thereof through all appellate and collection proceedings, which costs shall include, without limitation, actual, reasonable attorney fees, expert fees, filing fees, discovery costs, travel expenses, and other cost resulting from such action.

9. Notices. Notices required under this Agreement must be in writing and will be deemed to have been received, and therefore given, when (i) when delivered personally or (ii) actually delivered after mailing first class certified mail, return receipt requested, with postage prepaid, through the United States Postal Service, or by a national courier service with next day delivery requested. Notices shall be addressed and delivered to the signatories to this Agreement at the addresses first provided above or an address subsequently provided for a party by notice to the other parties.

10. Governing Law. This Agreement will be governed by Michigan law, without regard to its conflicts of law principles.

11. General Provisions.

A. If further documentation is reasonably needed to effectuate the terms and intent of this Agreement, each party will sign and deliver such further documents without undue delay or condition.

B. This Agreement is the entire agreement among the parties with respect to its subject matter and it supersedes all other agreements among the parties regarding its subject matter including without limitation the Previous Agreement. A waiver or modification of this Agreement is not valid unless in writing signed by all parties. However, the parties may by letters signed after the date of this Agreement agree to interpretations or amplifications of this Agreement.

C. All parties had input into drafting and had the advice of legal counsel before entering into this Agreement. Therefore, this Agreement shall be construed as mutually drafted.

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

E. Reference to an officer by title includes that officer's designee(s) and superior(s).

E. This Agreement may be executed in one or more counterparts, all of which will be considered the same agreement and will become effective when one or more counterparts are signed by each of the parties and delivered to the other parties. Signatures on this Agreement, as well as other documents to be executed under this Agreement, may be by facsimile or electronic mail in lieu of an original signature, and the parties will treat facsimile signatures and electronic mail signatures as original signatures.

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

CITY OF WYOMING BROWNFIELD
REDEVELOPMENT AUTHORITY

CITY OF WYOMING

By: _____
Tom Brann, Chair

By: _____
Jack A. Poll, Mayor

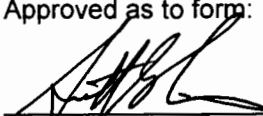
By: _____
Megan Sall, Secretary

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: December __, 2019

Date signed: December __, 2019

FRANKLIN PARTNERS, L.L.C.

Approved as to form:


Scott G. Smith, City Attorney

By: _____
Donald J. Shoemaker, Manager

Date signed: December __, 2019

Exhibit A – Description or Depiction of Property

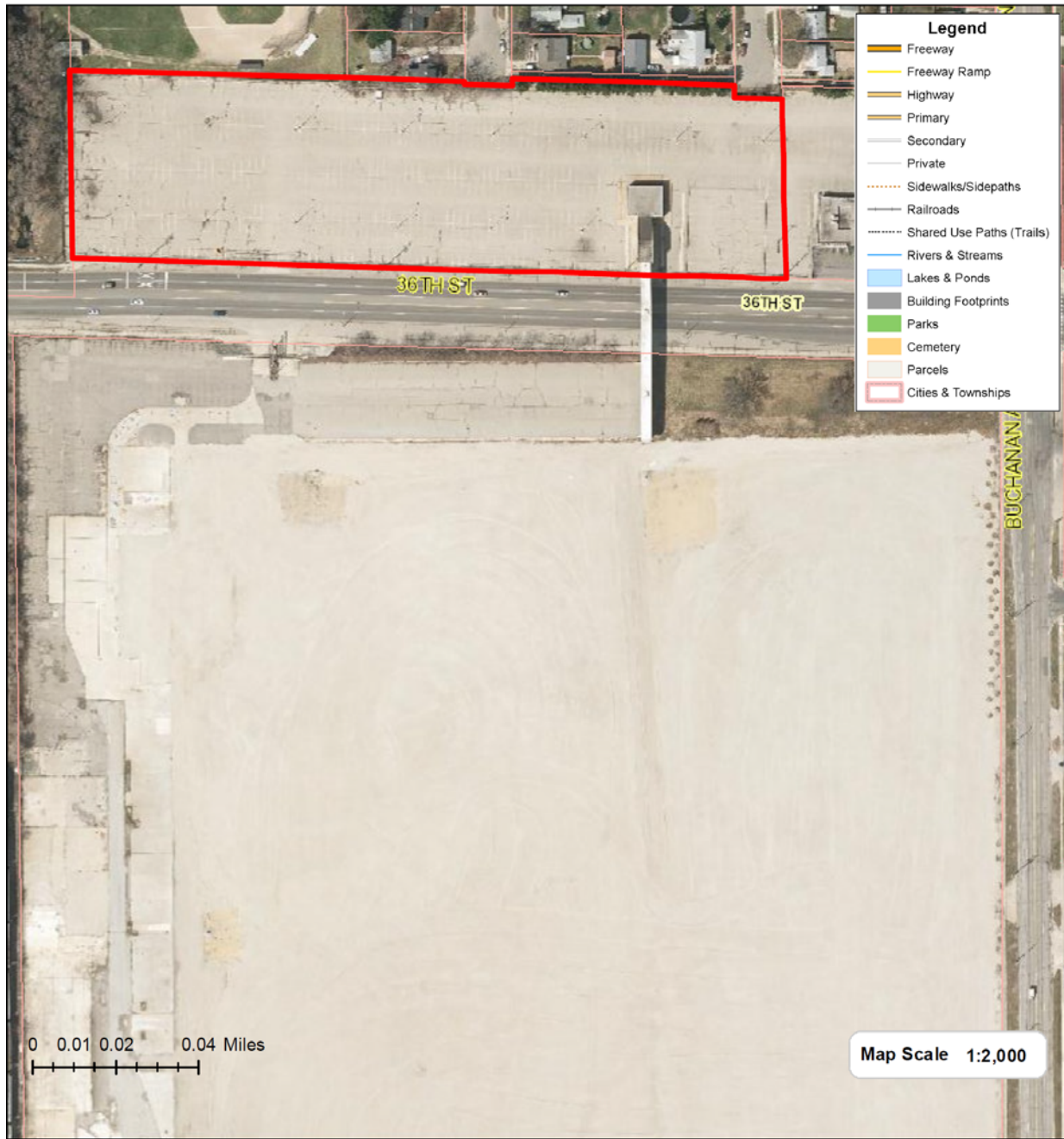
EXHIBIT A
DESCRIPTION OR DEPICTION OF PROPERTY



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Printed 9/29/2016 11:14:42 AM

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF A CRISIS NEGOTIATION VEHICLE

WHEREAS:

1. It is recommended that the City Council approve the purchase of a 2012 Eldorado Bus which is currently owned by the Interurban Transit Partnership of Grand Rapids (a.k.a, The Rapid).
2. The vehicle is available at a nominal cost of one dollar and would be used primarily by the department's Crisis Negotiation Team.
3. It is estimated the cost of repurposing the vehicle is approximately \$5,900.
4. The funds needed to purchase, repurpose and maintain the vehicle are available within the department's current budget for the fleet (Account #101.305.31500.947, Police-Patrol-Motor Pool Rental).

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of a 2012 Eldorado Bus which is currently owned by the Interurban Transit Partnership of Grand Rapids and authorize the purchase of equipment to repurpose the vehicle.

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 2, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report

Resolution No. _____

STAFF REPORT

Date: November 20, 2019

Subject: Crisis Negotiation Vehicle

From: Kimberly Koster, Director of Public Safety

Meeting Date: December 2, 2019

RECOMMENDATION:

It is recommended that the City Council approve the purchase of a 2012 Eldorado Bus which is currently owned by the Interurban Transit Partnership of Grand Rapids (a.k.a., The Rapid). The vehicle is available at a nominal cost of one dollar and would be used primarily by the department's Crisis Negotiation Team.

COMMUNITY, SAFETY, STEWARDSHIP:

The Crisis Negotiation Team (CNT) responds to incidents where there is a need to speak to hostage takers, suicidal suspects, barricaded suspects and others involved in volatile crisis situations. Negotiation is the preferred method of resolution in these situations because it decreases the likelihood of injury to any individuals involved, including our police officers. The vehicle being offered at such minimal cost by The Rapid will allow our team to have a mobile work station where they can negotiate without interruption or distraction. By repurposing this vehicle which is being offered at minimal cost, we can avoid the expense of purchasing a newer vehicle to transport the team and facilitate the negotiation process.

DISCUSSION:

The current CNT vehicle is a 2001 Ford Ambulance which was purchased from LIFE Ambulance for one dollar in 2009. As this vehicle has aged, it has become more difficult to maintain and there have been times when it would not even function. Since 2009, the team has expanded and only four of the seven team members can occupy the current vehicle.

The proposed vehicle would have significantly more room to store and transport the team's equipment. It would also provide the ability to transport the team members and it will offer more space in which to conduct negotiations. The vehicle is very similar in size and setup to vehicles that are used by other agency teams.

The vehicle is currently painted white and blue and is decaled with The Rapid's markings. We would need to repaint it black to match our current fleet. It would also need to be outfitted with some interior storage cabinets and the current seating would need to be adjusted or removed. A rough estimate as to the cost of repurposing the vehicle is approximately \$5,900. This would be a non-motor pool vehicle with annual maintenance costs estimated to be \$500.

BUDGET IMPACT:

The funds needed to purchase, repurpose and maintain the vehicle are available within the department's current budget for the fleet (Account #101.305.31500.947, Police-Patrol-Motor Pool Rental).

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM CUMMINS SALES AND SERVICE TO
PROVIDE PREVENTATIVE MAINTENANCE OF THREE GENERATORS AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, Cummins Sales and Service has provided a quote to provide preventative maintenance of two generators at the Water Treatment Plant at a cost of \$8,657.67 per generator, and one generator at the Gezon Booster Station at a cost of \$5,848.95.
2. It is recommended the City Council accept the quote.
3. Funds are available in the Gezon Station account number 591-591-55900-930.000 and the Water Treatment account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Cummins Sales and Service to provide preventative maintenance of three generators.
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 December 2, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Standard Professional Services Contract

Quote

Resolution No. _____

STAFF REPORT

Date: November 18, 2019

Subject: Preventative Maintenance

From: Tom Wilson, Utility Maintenance Manager

Meeting Date: December 2, 2019

RECOMMENDATION:

It is recommended that the City Council award the quote from Cummins Sales and Service for a three-year preventive maintenance agreement to be performed on the Water Treatment Plant's two standby generators and the Gezon Booster Pump Station's single standby generator at a total cost of \$23,164.29.

COMMUNITY, SAFETY, STEWARDSHIP:

Working with a quality service company ensures that the generators will function according to the required specifications, ensuring reliability to our wholesale customers and City residents.

DISCUSSION:

The City of Wyoming Water Treatment Plant owns and operates three standby generators that provide backup power in the event of an outage. Two 2.5 megawatt standby generators serve the Water Treatment Plant and one 1.2 megawatt generator serves the Gezon Booster Station. Cummins has performed the preventive maintenance on all three of these generators for over 15 years. To ensure the generators will continue to run reliably and efficiently, Cummins Sales and Service has quoted a three-year preventive maintenance agreement. The maintenance cost per generator at the Water Treatment Plant is \$8,657.67 and the



Gezon Booster Station generator maintenance cost is \$5,848.95, for a total cost of \$23,164.29. It is not possible to provide a competitive quote for this work since the only other qualified company is Michigan CAT, a Cummins Sales and Service direct competitor in the industry offering their own brand of equipment. To ensure the maintenance work to be performed is done accurately and with the correct original equipment parts, it is highly recommended that it be completed by the manufacturer of the generators, Cummins Sales and Service.

BUDGET IMPACT:

Of the total \$23,164.29 cost, \$5,848.95 will be charged to the Gezon Station Account #591-591-55900-930.000 and \$17,315.34 will be charged to the Water Treatment Account #591-591-55300-930.000. Adequate funds exist in both of these accounts.

CITY OF
Wyoming
MICHIGAN

CUMMINS CITY CONTRACT

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

"City" means the City of Wyoming, a Michigan municipal corporation of 1166 28th Street SW, Wyoming, MI 49506.

"City Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Contract Standard Terms and Conditions."

"Effective Date" means November 25, 2019.

"Contractor" means Cummins Sales and Service, an Indiana corporation with a local office at 3715 Clay SW, Wyoming, MI 49548.

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

"Services" means: This is a three (3) year preventive maintenance agreement on the two #2mw generators located at the Drinking Water Plant and one generator located at Gerson Pump Station as per quotation #83182

(Detail the work: e.g., "design and construction services for..." "approval of..." "delivery and installation of..." etc.)

TERMS AND CONDITIONS

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

1. Contractor will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, Contractor will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay Contractor in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so Contractor can perform the Services as described by the Proposal.
3. Contractor represents and warrants, except for the following, it is complying with and will comply with the City Contract Standard Terms and Conditions. The following City Contract Standard Terms and Conditions are modified to state as follows:

18. Risk Allocation. Contractor is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage resulting from Contractor's work and activities under the Contract. Contractor will hold the City and the City's officers and employees harmless from and defend them against claims made by persons other than the City for injuries or property damage occurring as a result of Contractor's work and activities under the Contract, but not for negligence, gross negligence or wrong-doing of the City or the City's officers or employees.

Neither party will be liable to the other party for consequential, incidental, indirect, special, punitive or exemplary damages even if advised or otherwise aware they may occur. The preceding sentence does not preclude claims for direct damages for breach of this Contract. Contractor's liability to the City shall not exceed \$2 million, but this limitation of liability will not affect any Contractor liability to persons other than the City. Nothing in this Contract excludes or limits the liability of either party for gross negligence or willful misconduct.

Contractor will indemnify and save the City harmless from claims arising from demands of subcontractors, laborers, workers, mechanics, and suppliers of supplies, equipment, financing, or any other tangible or intangible goods or services. Upon the City's request, Contractor will furnish satisfactory evidence that all such obligations have been paid discharged or waived.

20. Independent Contractor. Contractor acknowledges that Contractor is an independent contractor of the City and that neither Contractor nor its personnel is an employee or official of the City. Contractor and Contractor's personnel shall not represent, either expressly or through implication, that they are an employee or official of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing in this Contract creates or shall be interpreted to create a relationship of principal and agent, of partnership, of joint venture, or of any association between the parties. No provision in this Contract nor any act(s) of the parties shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with one another solely for the purpose of effecting the provisions of this Contract.

4. This is the only agreement between the parties regarding the Services 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.

5. Any Contractor terms and conditions included or referred in the Proposal do not apply to and are not part of this Contract.

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

City of Wyoming

Cummins Sales and Service

By: Jack A. Poll, Mayor

By: Kelli A. VandenBerg, City Clerk

By: [Signature]
(Typed Name, Title, and Signature of Contractor)

Date signed: Nov 25, 2019

Approved as Mayor:

[Signature]
Scott G. Smith, City Attorney

Date signed: Nov 13th, 2019

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 617.

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.ecoco.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@wyominfo.net 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



Sales and Service

GRAND RAPIDS MI BRANCH
3715 CLAY S.W.
GRAND RAPIDS, MI 49548
Phone: 616-538-2250

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF WYOMING 2660 BURLINGAME AVE SW Wyoming, MI 49509	Contact: Tom Wilson Phone: 616 261-3573 Fax: 616 399-2555 Cust Id: 195424	Quote Date: 07-NOV-19 Quote Expires: 31-MAY-20 Quote Num: 83182 Quoted By: James Sweeney Quote Term: 3 Year(s)

Site Information

1	GEZON CT	5591 GEZON CT	WYOMING	MI	49509
2	DONALD K SHINE/WYO WATER	16700 NEW HOLLAND ST	HOLLAND	MI	49424

Site Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	GEN SET ONAN	GEN SET	KTAA-3067-G	33112804	ST
2	WYOMING WAT/ONAN	GEN SET	2700DQLA-3099	B03K308040	ST
2	WYOMING/WAT/ONAN	GEN SET	2700DQLA-3099	B03K309550	ST

Site Unit Number	Service Event	Qty	Sell Price	Extended Price
1	GEN SET FULL SVC W/SAMPLE	3	1,949.65	5,848.95
2	WYOMING WATER FULL SVC W/SAMPLE	3	2,885.89	8,657.67
2	WYOMING/WATER FULL SVC W/SAMPLE	3	2,885.89	8,657.67

Generator Planned Equipment Maintenance Quote

Annual Planned Maintenance: Monday -Thursday 6:00am -4:00pm

Gezon Ct Unit: Full Service W/Oil Analysis / May

Donald Shine Units: Full Service less Oil & Oil Filters, includes Oil Analysis, Fuel Separators & Water Filter change / August

RICE/EPA Paperwork required

Payment Info

Please indicate whether you wish to pre-pay annually, or pay per event on a billable agreement.

☐ Send Pre-Pay Invoice

☐ Pay As You Go (Billable)

*For billable services, you must establish a line of credit with Cummins Sales and Service. A credit application is available upon request. Credit application is subject to approval by the credit department.

We accept all major credit cards, please call 248-573-1925

Auto Renewal Option



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF WYOMING 2660 BURLINGAME AVE SW Wyoming, MI 49509	Contact: Tom Wilson Phone: 616 261-3573 Fax: 616 399-2555 Cust Id: 195424	Quote Date: 07-NOV-19 Quote Expires: 31-MAY-20 Quote Num: 83182 Quoted By: James Sweeney Quote Term: 3 Year(s)

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you do not wish to participate in the auto renew option, please check below to opt out. If you do not opt out, this Agreement will automatically renew at the end of the initial term for a period equal to the initial term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 3%. Either party has the right to terminate this Agreement with thirty (30) days prior written notice, unless the work has already been performed.

☐ Opt out of Automatic Renewal

*Auto Renewal Option is only available for prepaid contracts.

To continue your services without interruption, please sign the quote and return via email, fax or mail to:

Cummins Sales and Service
Attn: PEM Administration Group
21810 Clessie Court
New Hudson, MI 48165

Email: pm.service@cummins.com or Fax: 248-573-1960

Standard Agreement Amount	\$23,164.29
Proposal Total	\$23,164.29

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID
FOR TREE TRIMMING AND REMOVAL
TO CHOP

WHEREAS:

1. On January 16, 2017, the City Council awarded a three-year bid for tree trimming and removal to CHOP, as referenced with Resolution Number 25669.
2. CHOP has agreed to extend their bid pricing for the 2020 calendar year. The rates shall remain unchanged from the 2019 bid pricing as shown in the attached bid tabulations.
3. Sufficient funds have been budgeted in the Solid Waste Fund Account: 230-441-44300-956.000, the Sewer Fund Repairs and Maintenance Account: 590-590-54300-930.000, the Water Fund Repairs and Maintenance Account: 591-591-55300-930.000 and the Parks Fund Repairs and Maintenance Account: 208-752-75600-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council extend the tree trimming and removal bid to CHOP for the 2020 calendar year.

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 2, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Bid Tab

Resolution No. _____

STAFF REPORT

Date: November 26, 2019

Subject: Bid Extension – Tree Trimming and Removal

From: Jodie Theis, Public Services Supervisor

Meeting Date: December 2, 2019

RECOMMENDATION:

It is recommended the City Council extend the Tree Trimming and Removal bid to CHOP for the 2020 calendar year at the unit prices as indicated on the attached bid tabulation.

COMMUNITY, SAFETY, STEWARDSHIP:

Trimming and/or removing trees on City property provides a safe and aesthetic environment for all, reduces the amount of dead, dying, damaged and diseased trees and decreases the risk of tree damage liabilities.

DISCUSSION:

On January 16, 2017, the City Council awarded a three-year bid for tree trimming and removal to CHOP, as referenced with Resolution Number 25669. CHOP has agreed to extend their bid pricing for the 2020 calendar year. The rates shall remain unchanged from the 2019 bid pricing as shown in the attached bid tabulations.

It is anticipated that the City will spend approximately \$110,000 on tree trimming and removal for the 2020 calendar year.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Solid Waste Fund Account: 230-441-44300-956.000, the Sewer Fund Repairs and Maintenance Account: 590-590-54300-930.000, the Water Fund Repairs and Maintenance Account: 591-591-55300-930.000 and the Parks Fund Repairs and Maintenance Account: 208-752-75600-930.000.

ATTACHMENTS:

Contract Extension Letter, CHOP, July 2, 2019
Bid Tabulations, January 3, 2017



July 2, 2019

City of Wyoming
Joe Wahlfield
1155 28th St
Wyoming, MI 49509

Dear Joe,

We appreciate the opportunity to work with you and the City of Wyoming in regards to your tree removal and pruning needs. If you're agreeable, we would be honored to extend the contract for one more year at the current 2019 pricing through December 31, 2020.

Size	Cost Prune/Emergency	Cost Remove/Emergency	Cost Stump
< 6"	\$21/\$63	\$69/\$120	\$32
6-12"	\$37/\$87	\$126/\$222	\$37
12-18"	\$63/\$103	\$195/\$344	\$62
18-24"	\$94/\$181	\$338/\$594	\$72
24-30"	\$126/\$305	\$550/\$966	\$111
30-36"	\$158/\$371	\$674/\$1,181	\$138
> 36"	\$190/\$373	\$1,275/\$2,120	\$185

If you have any questions or concerns, I can be reached at (616)293-3696 or beuwema@we-chop.com

Sincerely,

Ben Euwema

Ben Euwema
Certified Arborist

BE/jlg

1505 Steele Ave SW, Grand Rapids, MI 49507

Phone: 616 583-9821 Fax: 616 583-9824

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS

ON TREE TRIMMING AND REMOVAL

Opened By: City Clerk On: January 3, 2017 At: 11:00 a.m. o'clock

All bid prices are reduced to unit. All bid prices are firm for orders placed within one year from date of award of bid.

prune and dispose of branches

PAY ITEM	Unit	2017				2018				2019			
		SCHEDULED WORK (unit cost)		EMERGENCY WORK (Unit Cost)		SCHEDULED WORK (unit cost)		EMERGENCY WORK (Unit Cost)		SCHEDULED WORK (unit cost)		EMERGENCY WORK (Unit Cost)	
		CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC
<6"	EA	\$ 19.50	\$ 30.00	\$ 40.00	\$ 60.00	\$ 20.00	\$ 32.00	\$ 42.00	\$ 62.00	\$ 21.00	\$ 33.00	\$ 44.00	\$ 64.00
6"-12"	EA	\$ 35.00	\$ 50.00	\$ 60.00	\$ 80.00	\$ 36.00	\$ 54.00	\$ 62.00	\$ 82.00	\$ 37.00	\$ 55.00	\$ 64.00	\$ 85.00
12"-18"	EA	\$ 60.00	\$ 136.00	\$ 80.00	\$ 120.00	\$ 62.00	\$ 140.00	\$ 82.50	\$ 103.00	\$ 63.00	\$ 141.00	\$ 85.00	\$ 128.00
18"-24"	EA	\$ 90.00	\$ 152.00	\$ 120.00	\$ 200.00	\$ 93.00	\$ 160.00	\$ 124.00	\$ 206.00	\$ 94.00	\$ 162.00	\$ 128.00	\$ 210.00
24"-30"	EA	\$ 121.00	\$ 168.00	\$ 200.00	\$ 300.00	\$ 125.00	\$ 178.00	\$ 206.00	\$ 304.00	\$ 126.00	\$ 179.00	\$ 212.00	\$ 318.00
30"-36"	EA	\$ 154.00	\$ 340.00	\$ 350.00	\$ 640.00	\$ 158.00	\$ 350.00	\$ 360.50	\$ 370.00	\$ 158.00	\$ 350.00	\$ 370.00	\$ 475.00
>36"	EA	\$ 184.00	\$ 445.00	\$ 450.00	\$ 600.00	\$ 189.00	\$ 450.00	\$ 475.00	\$ 618.00	\$ 190.00	\$ 450.00	\$ 490.00	\$ 635.00

tree removal, including stump removal

PAY ITEM	Unit	2017				2018				2019			
		SCHEDULED WORK (unit cost)		EMERGENCY WORK (Unit Cost)		SCHEDULED WORK (unit cost)		EMERGENCY WORK (Unit Cost)		SCHEDULED WORK (unit cost)		EMERGENCY WORK (Unit Cost)	
		CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC
<6"	EA	\$ 65.00	\$ 90.00	\$ 150.00	\$ 200.00	\$ 67.00	\$ 95.00	\$ 154.00	\$ 206.00	\$ 69.00	\$ 100.00	\$ 160.00	\$ 212.00
6"-12"	EA	\$ 120.00	\$ 150.00	\$ 200.00	\$ 250.00	\$ 123.00	\$ 155.00	\$ 206.00	\$ 216.00	\$ 126.00	\$ 160.00	\$ 212.00	\$ 265.00
12"-18"	EA	\$ 185.00	\$ 200.00	\$ 325.00	\$ 400.00	\$ 190.00	\$ 205.00	\$ 335.00	\$ 394.00	\$ 195.00	\$ 210.00	\$ 344.00	\$ 424.00
18"-24"	EA	\$ 320.00	\$ 400.00	\$ 450.00	\$ 550.00	\$ 329.00	\$ 405.00	\$ 463.00	\$ 577.00	\$ 338.00	\$ 410.00	\$ 477.00	\$ 584.00
24"-30"	EA	\$ 520.00	\$ 600.00	\$ 700.00	\$ 900.00	\$ 536.00	\$ 610.00	\$ 721.00	\$ 938.00	\$ 550.00	\$ 620.00	\$ 742.00	\$ 954.00
30"-36"	EA	\$ 635.00	\$ 800.00	\$ 950.00	\$ 1,200.00	\$ 654.00	\$ 810.00	\$ 978.00	\$ 1,146.00	\$ 674.00	\$ 820.00	\$ 1,007.00	\$ 1,274.00
>36"	EA	\$ 1,200.00	\$ 1,500.00	\$ 1,200.00	\$ 1,500.00	\$ 1,237.00	\$ 1,510.00	\$ 1,236.00	\$ 2,056.00	\$ 1,275.00	\$ 1,520.00	\$ 1,274.00	\$ 1,591.00

stump grinding only

PAY ITEM	Unit	2017				2018				2019			
		SCHEDULED WORK (unit cost)		EMERGENCY WORK (Unit Cost)		SCHEDULED WORK (unit cost)		EMERGENCY WORK (Unit Cost)		SCHEDULED WORK (unit cost)		EMERGENCY WORK (Unit Cost)	
		CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC
<6"	EA	\$ 30.00	\$ 60.00	\$ 25.00	\$ 25.00	\$ 31.00	\$ 62.00	\$ 26.00	\$ 27.00	\$ 32.00	\$ 64.00	\$ 27.00	\$ 27.00
6"-12"	EA	\$ 35.00	\$ 90.00	\$ 50.00	\$ 50.00	\$ 36.00	\$ 93.00	\$ 51.50	\$ 53.00	\$ 37.00	\$ 96.00	\$ 53.00	\$ 53.00
12"-18"	EA	\$ 60.00	\$ 100.00	\$ 70.00	\$ 70.00	\$ 61.00	\$ 104.00	\$ 72.00	\$ 74.00	\$ 62.00	\$ 108.00	\$ 74.00	\$ 74.00
18"-24"	EA	\$ 70.00	\$ 120.00	\$ 95.00	\$ 95.00	\$ 71.00	\$ 125.00	\$ 98.00	\$ 100.00	\$ 72.00	\$ 130.00	\$ 100.00	\$ 100.00
24"-30"	EA	\$ 105.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 108.00	\$ 156.00	\$ 154.00	\$ 158.00	\$ 111.00	\$ 162.00	\$ 158.00	\$ 158.00
30"-36"	EA	\$ 130.00	\$ 200.00	\$ 225.00	\$ 225.00	\$ 134.00	\$ 207.00	\$ 231.00	\$ 238.00	\$ 138.00	\$ 214.00	\$ 238.00	\$ 238.00
>36"	EA	\$ 175.00	\$ 250.00	\$ 300.00	\$ 300.00	\$ 180.00	\$ 258.00	\$ 309.00	\$ 318.00	\$ 185.00	\$ 266.00	\$ 318.00	\$ 318.00

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF PROPOSAL FOR PRINTING AND RELATED SERVICES

WHEREAS:

1. Formal proposals have been obtained on the below listed items.
2. The proposals received have been reviewed and evaluated as per the attached Staff Report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the proposal for the listed item as recommended in the attached Staff Report and summarized below.

Item	Recommended Bidder	Cost
Printing and Related Services	Gilson Graphics, Sir Speedy Printing, and Wolverine Printing	Bid prices as shown on the attached tabulation sheet

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 2, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Tabulation Sheet

Resolution No. _____

STAFF REPORT

Date: November 21, 2019

Subject: Printing and Related Services

From: Laura Jackson, Purchasing

Meeting Date: December 2, 2019

RECOMMENDATION:

It is recommended City Council accept the proposals received for printing and related services from Gilson Graphics, Sir Speedy Printing, and Wolverine Printing.

COMMUNITY, SAFETY, STEWARDSHIP:

Printing is necessary for internal records and communication. Having the ability to use various printing sources addresses the stewardship tenet of our mission, allowing departments to acquire their printing and related services at the lowest price, thus, obtaining the greatest savings for the City.

DISCUSSION:

On November 12, 2019, three proposals were received to provide printing and related services for a three-year period; 87 requests for proposals (RFP) were emailed to prospective bidders. RFPs were received from Gilson Graphics, Sir Speedy Printing, and Wolverine Printing.

The RFP also requested pricing for special projects including printing water bills, delinquent notices, final notices, tax bills, Wyoming Record and water quality reports. Water quality reports are required to be provided to all bill paying water customers by the Michigan Department of Environment, Great Lakes, and Energy. The consumer confidence report (CCR) rule requires community water supplies to annually report to their customers on the quality of the drinking water and sources of that water, and to characterize the risks (if any) from exposure to contaminants detected in the water. It is recommended the City award the special projects to the low bidder for each project:

Gilson Graphics	Water Bills	Prices as shown on the attached tabulation sheet.
	Delinquent Notices	
	Final Notices	
Wolverine Printing Company	Tax Bills	
	Wyoming Record	
	Water Quality Reports	

Additional projects not specified in the RFP may also be required; it is recommended awarding these projects to all three proposals received: Gilson Graphics, Sir Speedy Printing and Wolverine Printing. Awarding to all three companies will allow departments to request quotes and obtain the best possible pricing for each project.

BUDGET IMPACT:

Funds for the printing and related services are available in various departmental accounts and will be charged to the appropriate account. It is estimated the City will spend approximately \$210,000 on printing services over the next three years.

Attachment: Tabulation Sheet

TABULATION OF BIDS
FOR PRINTING AND RELATED SERVICES
OPENED BY THE CITY CLERK ON NOVEMBER 12, 2019 AT 11:00 A.M. O'CLOCK

Water Quality Reports	Pricing Firm	Gilson Graphics				Sir Speedy Printing				Wolverine Printing			
	January - December	Bid Price (Per Printing)	Date Proposer requires document from the City	Date Proposer will provide the City with color proof	Date by which the City must return the approved proof to	Bid Price (Per Printing)	Date Proposer requires document from the City	Date Proposer will provide the City with color proof	Date by which the City must return the approved proof to	Bid Price (Per Printing)	Date Proposer requires document from the City	Date Proposer will provide the City with color proof	Date by which the City must return the approved proof to
	2020	\$ 1,695.00	1st Week June	2nd Week June	3rd Week June	\$ 1,753.50	2 weeks prior	2 days after file received	2 days	\$ 1,288.00	3 weeks before due	2 weeks before due	8 days before due
	2021	\$ 1,712.00	1st Week June	2nd Week June	3rd Week June	\$ 1,753.50	2 weeks prior	2 days after file received	2 days	\$ 1,326.00	3 weeks before due	2 weeks before due	8 days before due
	2022	\$ 1,729.00	1st Week June	2nd Week June	3rd Week June	\$ 1,753.50	2 weeks prior	2 days after file received	2 days	\$ 1,367.00	3 weeks before due	2 weeks before due	8 days before due

		Gilson Graphics			Sir Speedy Printing		Wolverine Printing	
		Amount Printed (Per Month)	Per Month for Estimated	Additional Price Per 500	Per Month for Estimated	Additional Price Per 500	Per Month for Estimated	Additional Price Per 500
Water Bills	2020	8,000	\$ 170.00	\$ 10.00	\$ 372.00	\$ 20.00	\$ 295.00	\$ 11.50
	2021	8,000	\$ 175.00	\$ 11.00	\$ 372.00	\$ 20.00	\$ 304.00	\$ 13.50
	2022	8,000	\$ 180.00	\$ 12.00	\$ 372.00	\$ 20.00	\$ 313.00	\$ 15.50
Delinquent Notices	2020	2,500	\$ 78.00	\$ 14.00	\$ 173.80	\$ 12.00	\$ 206.00	\$ 17.50
	2021	2,500	\$ 80.00	\$ 15.00	\$ 173.80	\$ 12.00	\$ 212.00	\$ 19.50
	2022	2,500	\$ 82.00	\$ 16.00	\$ 173.80	\$ 12.00	\$ 219.00	\$ 21.75
Final Notices	2020	1,500	\$ 56.00	\$ 16.00	\$ 120.53	\$ 12.00	\$ 184.00	\$ 16.80
	2021	1,500	\$ 58.00	\$ 17.00	\$ 120.53	\$ 12.00	\$ 190.00	\$ 17.30
	2022	1,500	\$ 60.00	\$ 18.00	\$ 120.53	\$ 12.00	\$ 197.00	\$ 17.95

		Gilson Graphics		Sir Speedy Printing		Wolverine Printing	
		Total Bid Price Per Printing 30,000	Total Bid Price Per Printing 60,000	Total Bid Price Per Printing 30,000	Total Bid Price Per Printing 60,000	Total Bid Price Per Printing 30,000	Total Bid Price Per Printing 60,000
Tax Bills	2020	\$ 796.00	\$ 1,590.00	\$ 1,370.65	\$ 2,741.30	\$ 744.00	\$ 1,247.00
	2021	\$ 812.00	\$ 1,622.00	\$ 1,370.65	\$ 2,741.30	\$ 766.00	\$ 1,284.00
	2022	\$ 828.00	\$ 1,654.00	\$ 1,370.65	\$ 2,741.30	\$ 790.00	\$ 1,323.00

			Gilson Graphics		Sir Speedy Printing		Wolverine Printing	
	8 1/2" x 11", Black Ink and PMS.	Estimated Amount Printed (Per Month)	Total Bid Price Per Month for Estimated Amount	Additional Price Per 500	Total Bid Price Per Month for Estimated Amount	Additional Price Per 500	Total Bid Price Per Month for Estimated Amount	Additional Price Per 500
Wyoming Record	2020	7,500	\$ 796.00	\$ 45.00	\$ 827.90	\$ 15.00	\$ 496.00	\$ 18.75
	2021	7,500	\$ 812.00	\$ 46.00	\$ 827.90	\$ 15.00	\$ 511.00	\$ 19.50
	2022	7,500	\$ 828.00	\$ 47.00	\$ 827.90	\$ 15.00	\$ 527.00	\$ 20.80

ORDINANCE NO. 20-19

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CITY CODE BY ADDING
SUBSECTION (121) TO REZONE 2720 HAZELWOOD AVE SW FROM B-2 TO R-2

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is amended by adding subsection (121) to read as follows:

- (121) To rezone the following described property at 2720 Hazelwood Ave SW from the B-2 General Business District to R-2 Residential Zoning District:

DESCRIPTION:

THE NORTH 57 FEET OF LOTS 116 AND 117, WILSON AND CHALMERS BOULEVARD
ADDITION, CITY OF WYOMING, KENT COUNTY, MICHIGAN, ACCORDING TO THE
RECORDED PLAT THEREOF.

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

Kelli A. VandenBerg
Wyoming City Clerk

October 30, 2019

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to grant a rezone from B-2 to R-2. The property is located at 2720 Hazelwood Ave SW. (Section 10) (Glen Kellogg)

Recommendation: To grant the subject rezoning request.

Dear Ms. VandenBerg,

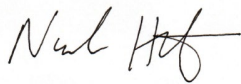
The above referenced request was reviewed by the Wyoming Planning Commission at their meeting on October 15, 2019. A motion was made by Arnoys, supported by Hegyi, to recommend to City Council approval of the request for a rezone to R-2. The motion passed following discussion.

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

The petitioner proposes to rezone a vacant lot in a vibrant residential neighborhood to R-2 to permit the construction of a single-family home on the lot. The property sits between two residential uses and as a stand-alone lot does not have sufficient space to support a commercial development.

During the public hearing, the applicant spoke in favor of the request. No other comments were made by the public during the hearing. Please refer to the Planning Commission minutes for a detailed summary of the comments received.

Respectfully submitted,



Nicole Hofert, City Planner
Department of Community Services

Cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Posterna

Sam Bolt

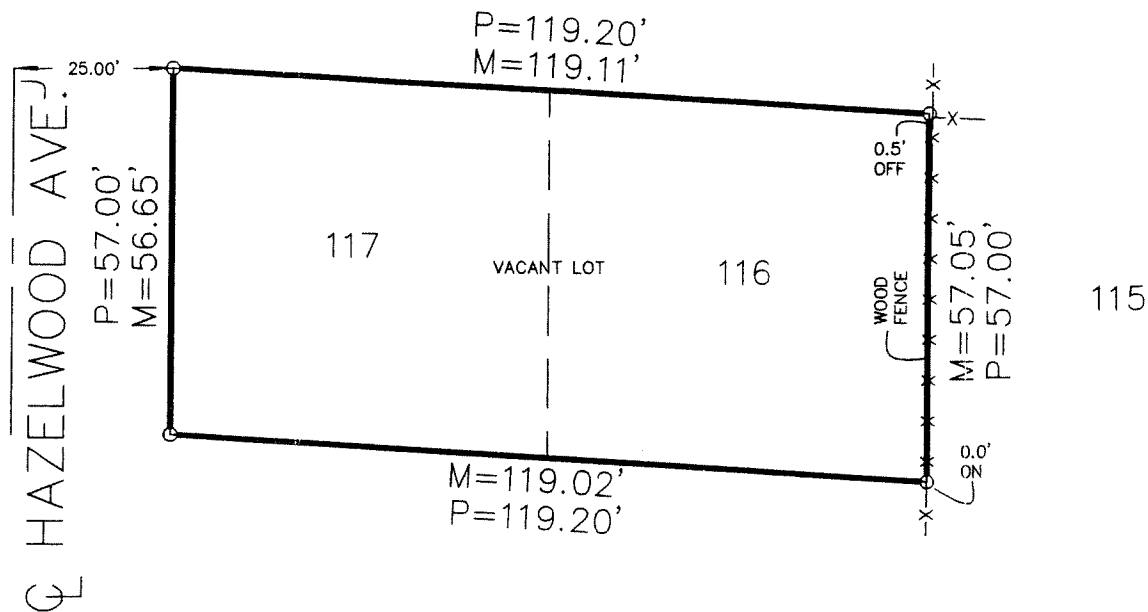
Jack A. Poll, Mayor

Survey for: Scott Kellogg
337 Richard Terrace SE
Grand Rapids, Michigan 49506

Re: 2720 Hazelwood Avenue SW

Description: The North 57 feet of Lots 116 and 117, Wilson and Chalmers Boulevard Addition, City of Wyoming, Kent County, Michigan, according to the recorded plat thereof.

Maurice J. Rosema
Maurice J. Rosema P.S. no. 27459



This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

- Scale 1" = 60'
- D = Deeded dimension
 - M = Measured dimension
 - P = Platted dimension
 - = Set iron stake
 - = Found iron stake
 - ⊗ = Concrete monument
 - X = Fence Line



TRU-LINE SURVEYING P.C.

1386A Baldwin Street • P.O. Box 708 • Jenison, Michigan 49429
Telephone: (616) 457-1711

File No.: 03895 Date: 12/15/2003

AGENDA ITEM NO. 2

Request for Rezone from B-2 to R-2. The property is located at 2720 Hazelwood Ave SW. (Section 10) (Glen Kellogg)

Hofert explained that this site is zoned B-2. Zoning surrounding the property is R-2 Residential to the North, B-2 General Business to the South, R-2 Residential and B-2 Business to the East, and B-2 General Business and R-2 Residential to the West.

Hofert presented details on the property. The site is currently vacant and the applicant desires to build a single-family residential home. Hofert stated the lot was originally included as a B-2 General Commercial property during the growth of the 28th Street Corridor but has remained vacant and is surrounded by other single-family residential homes. The lot is currently too small for any commercial buildings to be constructed. The surrounding neighborhood has strong housing stock and has seen limited commercial development, even on lots zoned for commercial uses.

Hofert explained that unlike other zoning procedures such as special use approval, site plan review, or planned unit development, ordinance amendments and rezonings are legislative decisions, not tied to specific standards listed in the ordinance. However, certain factors are commonly considered with respect to rezonings. Hofert outlined the following:

a. Consistency with the adopted master plan;

Hofert explained the City's Master Plan was last updated in 2012 and that much has changed in the City during the intervening time. While the subject property was identified for commercial use, the 28th Street Corridor has not expanded into the residential neighborhoods as originally expected. Hofert also outlined key recommendations in the 2012 update which discourage encroachment of commercial into surrounding residential neighborhoods.

b. Compatibility of the allowed uses with existing and future land uses

The proposed single-family home is not permitted under the current B-2 zoning.

c. Capability of the property to be served by public services;

The property can be served by public utilities.

d. Ability of the property to be used as currently zoned; and

The northern property line is located 160' north of 28th Street. Originally a 217' foot deep commercial strip was envisioned to accommodate commercial growth along M-11. The property sits south of an existing single-family home. As a stand alone lot, the parcel does not have sufficient space to support a commercial development.

e. Appropriateness of all uses allowed within the proposed district at the property location.

The R-2 zone districts permits single-family homes which are consistent with the surrounding neighborhood.

Hofert stated that the Development Review Team recommends that the Planning Commission recommend to City Council approval of the rezoning request for 2720 Hazelwood Ave SW.

Chair DeLange opened the public hearing at 7:45pm.

Marty Kellogg, 4260 Savannah Ct., stated that his father has built a lot of homes in the area and has owned the lot for 15 years.

Chair DeLange closed the public hearing at 7:46pm.

A motion by Arnoys, supported by Hegyi to recommend to City Council approval of the request for a rezone from B-2 to R-2. Discussion followed.

There was general conversation regarding the direction of planning along the 28th Street Corridor.

A vote on the motion carried unanimously.

OLD BUSINESS

Bueche asked if City Council approved the site plan at 52nd and Byron Center.

Hofert explained that the project went to City Council for 1st reading on October 7th and will go for a 2nd reading on November 4th.

INFORMATIONAL

Hofert updated the Commissioners on the billboard conversion moratorium going before Council on October 21st.

Micele asked if it were possible to have the City Engineer and the new stormwater engineer come and speak with the Commission.

Vice-Chair Smart thanked the Commission and staff and stated that it was a privilege to work alongside everyone all these years. He will miss everyone as he and his family start their next chapter in Tennessee.

PUBLIC COMMENT

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 LDHA HOUSING PROJECT

THE CITY OF WYOMING ORDAINS:

Section 1. Amendment. 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
LDHA 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 paved 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 LDHA 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. Effective Date. This ordinance shall take effect on the later of 15 days after its adoption or upon its publication as required by law.

Section 3. Severability. 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. Inconsistency. 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.

Section 5. This ordinance shall take effect on _____, 2019.

Kelli A. VandenBerg,
Wyoming City Clerk

Ordinance No. 21-19

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 2, 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.

Please note that the PILOT ordinance will be introduced first, and the MSA will follow in conjunction with final reading of the PILOT ordinance.

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.

ORDINANCE NO. 22-19

ORDINANCE TO AMEND CHAPTER 90 OF THE CITY CODE BY AMENDING
ARTICLE 2, SECTION 90-221 AND BY AMENDING ARTICLE 4, SECTION 90-402B

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 2, Section 90-221 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-221 DEFINITIONS “U”

Underground storage tank system: A tank or combination of tanks, including underground pipes connected to the tank or tanks, which is, was, or may have been used to contain an accumulation of hazardous substances, as defined in Part 213 of the State of Michigan Natural Resources and Environmental Protection Act, 1994 Public Act 451, as amended.

Urgent care center: A medical clinic that treats humans or animals with expanded hours that is specially equipped to diagnose and treat a broad spectrum of illnesses and injuries. Urgent care centers accept unscheduled, walk-in patients seeking medical attention during all posted hours of operation.

Use: See "accessory use, building or structure" and/or "principal building or use".

Section 2. That Chapter 90, Article 4, Section 90-402B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-402B PERMITTED USES AFTER SPECIAL USE APPROVAL

The following uses may be permitted in the B-1 business district subject to the approval of the planning commission:

- (1) Public utility buildings, telephone exchange buildings, electric transformers.
- (2) Radio and television towers.
- (3) Secondhand dealer.
- (4) Drive through restaurants.
- (5) Urgent care centers.

Section 3. This ordinance shall take effect on _____, 2019.

Kelli A. Vandenberg
Wyoming City Clerk

November 26, 2019

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendments to add Urgent Care Centers as a Special Use approval in a B-1 District and add a definition for Urgent Care Center (Sections 90-402B and 90-221)

Recommendation: To approve the subject Zoning Ordinance amendments.

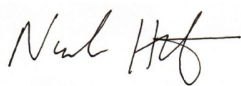
Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on November 19, 2019. A motion was made by Hegyi, supported by Van Duren, to recommend to the City Council adoption of the recommended revised *Sections 90-402B Permitted Uses After Special Approval and 90-221 Definitions "U" Zoning Ordinance* text amendments. The motion passed unanimously following discussion. A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

The City of Wyoming restricts where different types of medical facilities, such as hospitals, medical clinics, and doctor's offices, are permitted in the city. Urgent care centers are currently not specifically noted in the Wyoming zoning ordinance. These facilities are becoming more popular as methods for delivering health care continue to evolve. These facilities typically are open 24 hours or have hours late into the evening and early in the morning, unlike traditional medical offices with 9am-5pm hours of operation. Urgent care centers are distinctly different from hospitals with emergency center operations and are appropriately placed near residential neighborhoods to ensure residents have convenient access to their services when experiencing a need for medical attention any hour of the day.

The proposed text amendments are attached.

Respectfully submitted,



Nicole Hofert, City Planner
Department of Community Services



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Posterna

Sam Bolt

Jack A. Poll, Mayor

Cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services

Article 2 – Definitions
CITY OF WYOMING ZONING ORDINANCE

allow holding of water to a depth of greater than 24 inches, intended for swimming, bathing or relaxation. The definition of swimming pool includes spa, hot tubs and similar devices.
(Ord. No. 5-11, § 2, 8-1-11; Ord. No. 3-12, § 1, 3-5-12, Ord. No. 14-16, 11-7-16)

Sec. 90-220 DEFINITIONS "T"

Truck terminal: A structure to which goods, except raw or unprocessed agricultural products, natural minerals, equipment or other resources, are delivered for immediate distribution or to be amalgamated or divided for delivery in larger or smaller units to other points, or for distribution, amalgamation, or division involving transfer to other modes of transportation. Also, a semi-trailer storage yard facility.

(Ord. No. 5-11, § 2, 8-1-11)

Sec. 90-221 DEFINITIONS "U"

Underground storage tank system: A tank or combination of tanks, including underground pipes connected to the tank or tanks, which is, was, or may have been used to contain an accumulation of hazardous substances, as defined in Part 213 of the State of Michigan Natural Resources and Environmental Protection Act, 1994 Public Act 451, as amended.

Urgent care center: A medical clinic that treats humans or animals with expanded hours that is specially equipped to diagnose and treat a broad spectrum of illnesses and injuries. Urgent care centers accept unscheduled, walk-in patients seeking medical attention during all posted hours of operation.

Use: See "accessory use, building or structure" and/or "principal building or use".

(Ord. No. 5-11, § 2, 8-1-11)

SEC. 90-222 DEFINITIONS "V"

Variance: A relaxation or modification of the requirements of this chapter, authorized by the zoning board of appeals, under the provisions of this chapter and Act 110 of the Public Acts of 2006, as amended.

- (1) *Non-use variance:* A variance approved by the zoning board of appeals relaxing one or more requirements of this chapter related to buildings, lots, setbacks, and other dimensional requirements.
- (2) *Use variance:* A variance approved by the zoning board of appeals allowing a use of land not otherwise permitted in a zoning district.

Vehicle related uses:

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review • Site Plans • Special Land Uses • Condominiums • PUDs	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map	2-34			

Article 4B – B1 Zoning District
CITY OF WYOMING ZONING ORDINANCE

- (c) Stationer.
 - (d) News dealer.
 - (e) Apparel shop.
 - (f) Household appliances.
 - (g) Flower shop.
 - (h) Gift shop.
 - (i) Variety stores.
 - (j) Bookstores, recordings and videos for sale or rental, except those defined as an adult bookstore.
- (11) Accessory buildings and uses customarily incidental to the above uses.
- (12) Off-street parking.
- (13) Municipal buildings and uses.

(Code 1983, § 60.52; Ord. No. 2-96, § 1, 2-20-96; Ord. No. 8-00, § 2, 5-15-00; Ord. No. 3-11, § 2, 5-2-11)

Sec. 90-402B PERMITTED USES AFTER SPECIAL APPROVAL

The following uses may be permitted in the B-1 business district subject to the approval of the planning commission:

- (1) Public utility buildings, telephone exchange buildings, electric transformers.
- (2) Radio and television towers.
- (3) Secondhand dealer.
- (4) Drive through restaurants.
- (5) Urgent care centers.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review • Site Plans • Special Land Uses • Condominiums • PUDs	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map	B1-3			

AGENDA ITEM NO. 5

Request to amend Zoning Code Section 90-402B Permitted Uses after Special Use Approval in a B-1 District to include Urgent Care Facilities and Section 90-221 Definitions “U”. (Wyoming Planning)

Hofert explained that the B-1 zone district currently allows medical offices; the R-4 zone district allows medical clinics and medical office complexes. Urgent care centers are currently not specifically noted in the Wyoming Zoning ordinance and are markedly different from medical offices and medical clinics. Hofert stated that these facilities are becoming more popular as methods for delivering health care continue to evolve and emergency room prices rise. Unlike traditional medical clinics, which operate on a 9-5 schedule, these facilities can be open 24 hours. Hofert noted that urgent care centers are appropriately placed near residential neighborhoods to ensure residents have convenient access to their services when experiencing a need for medical attention any hour of the day.

Hofert read the proposed text changes and stated that it is the Development Review Team’s recommendation that Planning Commission recommend to City Council adoption of the revised Section 90-221 Definitions “U” and Section 90-402B Permitted Uses After Special Use Approval.

Chair DeLange opened the public hearing and seeing no public comment the Chair closed the public meeting.

Motion made by Hegyi, supported by VanDuren, to recommend to City Council approval of the adoption of the revised Section 90-221 Definitions “U” and Section 90-402B Permitted Uses After Special Use Approval.

Goodheart asked if ambulances would be accepted at the urgent care centers. Hofert explained that ambulances are only accepted at hospitals.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 6

Request for Preliminary Plat Tentative Approval for Rivertown Valley Phase V. The property is located at Wilson and 56th (Section 32) (TMGB Wilson LLC)

Hofert explained that this project was previously granted preliminary plat tentative approval but that approval has since expired. The developer is coming back before the board to re-apply for approval. Hofert explained that this request is for Phase Five of a larger project. This phase includes a large section of Reserve Drive.

ORDINANCE NO. 23-19

ORDINANCE TO AMEND CHAPTER 90 OF THE CITY CODE BY AMENDING
SECTION 90-709 IN ARTICLE 7

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 7, Section 90-709 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-709 OFF-PREMISES ADVERTISING SIGNS

(1) Off-premises advertising signs shall be located on property abutting a freeway and shall not be placed beyond 300 feet of the freeway right-of-way. A 300-foot setback shall be required from the intersection of any freeway access or egress and the intersecting street.

(2) A drawing with specifications prepared and sealed by a registered engineer or architect of the state shall be filed with the city prior to the issuance and approval of a permit and construction. **For clarity of intent, "construction" within this section shall include conversion.**

(3) Off-premises advertising signs may be constructed to a maximum size of 672 square feet per face, provided they are located within 100 feet of a freeway right-of-way. Any off-premises advertising sign placed farther than 100 feet from the freeway right-of-way shall not exceed 300 square feet per face.

(4) **No off-premises advertising sign structure shall be constructed, or converted, closer than 750 feet to another off-premises advertising sign structure in any direction. No two off-premises advertising sign structures located on the same side of a freeway may be closer than 1,500 feet. No off-premises LED advertising sign structure or other structures utilizing electronic messaging technologies shall be constructed closer than 2,500 feet to another off-premises LED advertising sign structure or other structures utilizing electronic messaging technologies and facing the same direction of travel. Distances are to be measured along the freeway right-of-way line. Refer to the *Distance Requirements Graphic*.**

(5) Off-premises advertising signs shall not exceed the building height restrictions for the zone where erected.

(6) Off-premises advertising signs located adjacent to a major thoroughfare shall be at least 500 feet from any residential district.

(7) Tri-vision off-premises advertising signs are allowed, but message changes may occur no less than seven seconds apart.

(8) Off-premises advertising signs may incorporate an electronic message center (EMC), subject to the following:

(a) No permit shall be issued for an off-premise advertising sign structure utilizing digital technology unless, the permit applicant demonstrates that five non-conforming sign structures located within the city boundaries are demolished. The applicant will reduce the number of existing non-conforming signs demolished if the applicant demonstrates that four non-conforming sign structures located within the city's form based code districts are demolished.

(b) All signs meet the distance requirements established in 90-709 (4).

(c) The entire sign face shall be a moving image display and shall only convey a single product or message at any one time.

(d) Except for the change from one display to the next, which shall be instantaneous, each individual sign display shall be stationary. No elements of the display may move, flash or scroll, except to change from one display to the next.

(e) Displays may change no less than seven seconds apart. Each change shall be a fade from one display to the next, with the duration of the transition (fade-out/fade-in) no less than one-half of a second.

(f) Maximum brightness of an EMC shall not exceed 0.2 foot candles above ambient light.

(g) All signs regulated under this section shall possess and utilize automatic dimming controls set to automatically adjust to the limits defined in this section.

(h) Owners of signs regulated under this section shall submit an initial third-party certification for each sign verifying the sign is equipped with a sensor or other device that automatically determines the ambient light and is programmed to automatically adjust according to ambient light conditions, and that the sign is programmed to comply with the 0.2 footcandle measurements.

(i) Sign owners shall, at the city's request, provide a report from a third party testing agency documenting that the light emitted from the sign meets the minimum illumination standard defined in this section. The certified report shall be submitted within 15 days of the written request from the city. A certified report is valid for a period of 90 days. The third party testing agency shall adhere to the city's accepted procedures for testing which are provided by the Building Inspections Department.

(j) In addition to the above requirements, signs allowed under this section shall be configured to default to a static display in the event of mechanical failure.

Section 2. That Chapter 90, Article 7, Section 90-709 of the Code of Ordinances, City of Wyoming, Michigan is amended to include the *Distance Requirements Graphic*, a copy of which is attached as Exhibit A.

Section 3. This ordinance shall take effect on _____, 2019.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. 23-19

Exhibit A
DISTANCE REQUIREMENTS GRAPHIC

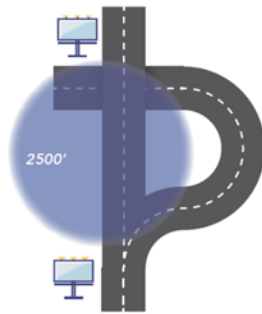
Distance Requirements Between Signs



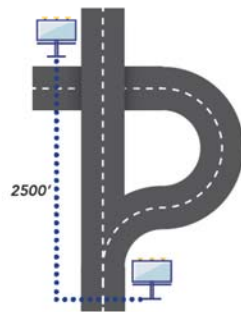
Digital Billboard



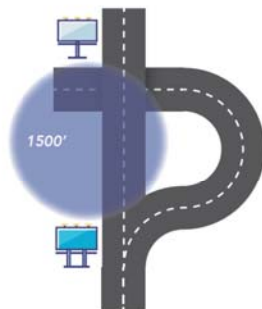
Static Billboard



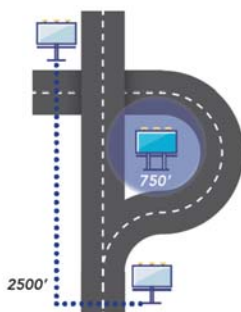
Digital billboards must be a minimum of 2500' apart when on the same side of the road



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

November 26, 2019

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendments to amend Section 90-709 Off-Premises Advertising Signs

Recommendation: To approve the subject Zoning Ordinance amendment.

Dear Ms. VandenBerg,

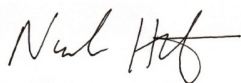
The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on November 19, 2019. A motion was made by Goodheart, supported by Micele, to recommend to the City Council adoption of the recommended amended *Sections 90-709 Off-Premises advertising Signs* Zoning Ordinance text amendment. The motion passed unanimously. A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following is information staff thought would be helpful.

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

Staff has clarified language in the ordinance to reflect the policy direction from both Planning Commission and City Council. The ordinance now refers to, and includes, the graphical element as well as revised language to more clearly articulate the distance requirements. Please note that no changes to the distances or other content have been made, the recommended minor revisions merely attempt to provide clarity and make the ordinance more user friendly.

The proposed text amendments are attached.

Respectfully submitted,



Nicole Hofert, City Planner
Department of Community Services



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Posterna

Sam Bolt

Jack A. Poll, Mayor

Cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services

(Ord. No. 20-08, § 1, 1-5-09; Ord. No. 4-10, §§ 1, 2, 5-17-10; Ord. No. 7-10, §§ 1—3, 5-17-10; Ord. No. 1-11, §§ 7—10, 2-7-11; Ord. No. 14-13, §§ 3—5, 9-3-13; Ord. No. 15-14, §§ 8, 9, 7-21-14)

Sec. 90-709 OFF-PREMISES ADVERTISING SIGNS

- (1) Off-premises advertising signs shall be located on property abutting a freeway and shall not be placed beyond 300 feet of the freeway right-of-way. A 300-foot setback shall be required from the intersection of any freeway access or egress and the intersecting street.
- (2) A drawing with specifications prepared and sealed by a registered engineer or architect of the state shall be filed with the city prior to the issuance and approval of a permit and construction. For clarity of intent, "construction" within this section shall include conversion.
- (3) Off-premises advertising signs may be constructed to a maximum size of 672 square feet per face, provided they are located within 100 feet of a freeway right-of-way. Any off-premises advertising sign placed farther than 100 feet from the freeway right-of-way shall not exceed 300 square feet per face.

~~Except as noted in section (8) below, no off premises advertising sign structure shall be constructed closer than 750 feet to another off premises advertising sign structure in any direction, except that no two off premises advertising sign structures located on the same side of a freeway may be closer than 1,500 feet. Distances are to be measured along the freeway right-of-way line. No off premises LED advertising sign structure utilizing a moving image display shall be constructed closer than 2,500 feet to another off premises LED advertising sign structure utilizing a moving image display and facing the same direction of travel.~~

- ~~(4) No off-premises advertising sign structure shall be constructed closer than 750 feet to another off-premises advertising sign structure in any direction. No two off-premises advertising sign structures located on the same side of a freeway may be closer than 1,500 feet. No off-premises LED advertising sign structure or other structures utilizing electronic messaging technologies shall be constructed closer than 2,500 feet to another off-premises LED advertising sign structure or other structures utilizing electronic messaging technologies and facing the same direction of travel. Distances are to be measured along the freeway right-of-way line. Refer to the Distance Requirements Graphic.~~

- ~~(4)~~
- (5) Off-premises advertising signs shall not exceed the building height restrictions for the zone where erected.
- (6) Off-premises advertising signs located adjacent to a major thoroughfare shall be at least 500 feet from any residential district.
- (7) Tri-vision off-premises advertising signs are allowed, but message changes may occur no less than seven seconds apart.
- (8) Off-premises advertising signs may incorporate an electronic message center (EMC),

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subject to the following:

(a) No permit shall be issued for an off-premise advertising sign structure utilizing digital technology unless the permit applicant demonstrates that six non-conforming sign structures located within the city boundaries are demolished.

~~(b) No off-premises LED advertising sign structure utilizing a moving image display shall be constructed closer than 2,500 feet to another off-premises LED advertising sign structure utilizing a moving image display and facing the same direction of travel.~~

~~(b)(c)~~ All signs meet the distance requirements established in 90-709 (4).

(c) The entire sign face shall be a moving image display and shall only convey a single product or message at any one time.

(d) Except for the change from one display to the next, which shall be instantaneous, each individual sign display shall be stationary. No elements of the display may move, flash or scroll, except to change from one display to the next.

(e) Displays may change no less than seven seconds apart. Each change shall be a fade from one display to the next, with the duration of the transition (fade-out/fade-in) no less than one-half of a second.

(f) Maximum brightness of an EMC shall not exceed 0.2 foot candles above ambient light.

(g) All signs regulated under this section shall possess and utilize automatic dimming controls set to automatically adjust to the limits defined in this section.

(h) Owners of signs regulated under this section shall submit an initial third-party certification for each sign verifying the sign is equipped with a sensor or other device that automatically determines the ambient light and is programmed to automatically adjust according to ambient light conditions, and that the sign is programmed to comply with the 0.2 footcandle measurements.

(i) Sign owners shall, at the city's request, provide a report from a third party testing agency documenting that the light emitted from the sign meets the minimum illumination standard defined in this section. The certified report shall be submitted within 15 days of the written request from the city. A certified report is valid for a period of 90 days. The third party testing agency shall adhere to the city's accepted procedures for testing which are provided by the Building Inspections Department.

(j) In addition to the above requirements, signs allowed under this section shall be configured to default to a static display in the event of mechanical failure.

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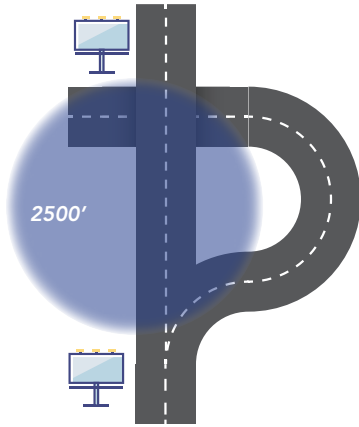
Distance Requirements Between Signs



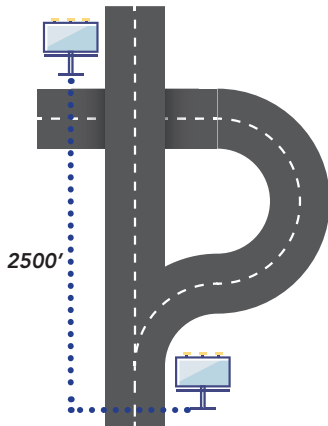
Digital Billboard



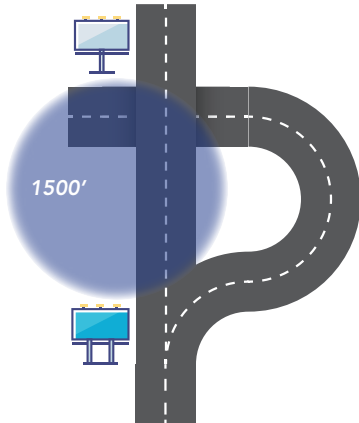
Static Billboard



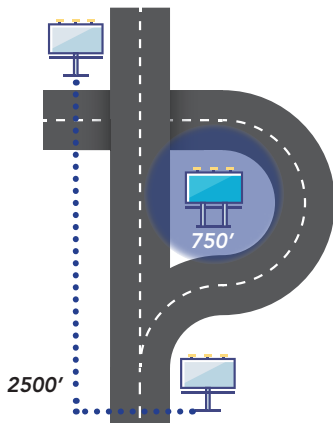
Digital billboards must be a minimum of 2500' apart when on the same side of the road



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

A vote on the motion carried unanimously

Motion by Weller, supported by Hegyi, to approve the site plan dated 10/7/2019 subject to compliance with conditions 1-8. Discussion followed.

Weller asked for clarification on the storm water calculations, staff clarified.

Goodheart asked about the storm water review process. Henckel outlined the process.

DeLange stated that he was worried about parking in the gravel area. He would like the commission to consider a barrier to block parking. The commissioners discussed this in great detail.

There was conversation about the amount of parking. Mr. Dixon stated that it is highly unlikely that all members are at the facility at the same time since it is by appointment only.

Hegyi asked what the implications would be if someone parked on the gravel portion. Hofert explained that code enforcement would follow up if a violation was reported.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 4

Request to amend Zoning Code Section 90-709 Off-Premises Advertising Signs. (Wyoming Planning)

Hofert explained that Planning Commission and Council adopted the most recent revision to Section 90-709 in July. Hofert stated that the “Distance Requirements Between Signs” graphic, which was always meant to be integrated into the zoning code, was inadvertently left out of the final adopted ordinance. The proposed Zoning Text Amendment includes the “Distance Required Between Signs” graphic and minor revision to language to make the text more user friendly. Hofert stated that no substantive changes are proposed, the intent is to provide clarity.

Hofert read the proposed text changes and stated that it is the Development Review Team’s recommendation that Planning Commission recommend to City Council adoption of the revised Section 90-709 Off-Premises Advertising Signs.

Chair DeLange opened the public hearing at 8:09pm. Seeing no public comment the Chair closed the public meeting.

Motion made by Goodheart, supported by Micele, to recommend to City Council approval of the adoption of the revised Section 90-709 Off-Premises Advertising Signs.

A vote on the motion carried unanimously.