

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MARCH 21, 2011 AT 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Wayne Ondersma, The Dock Ministries.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of March 7, 2011 and the work session of March 14, 2011.
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m.: To Consider the Transfer of Industrial Facilities Exemption Certificates from Schroeder Milk, Co., Inc. to Agropur inc., Division Natrel USA.
7:02 p.m. To Consider a Proposed Brownfield Plan Amendment for the GM Site Redevelopment.
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Grace Bible College Men's Basketball Team, NCCAA Division II National Championship for 2011.
 2. Police Department – 2011 Civilian Awards, presented by Chief Carmody and Lt. Kip Snyder.
 - 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**

No. 31: To reclassify \$120,000 of budgetary authority to provide funding of the Agreement with the Michigan Department of Transportation for the Reconstruction of the 36th Street Overpass over US-131 Expressway approved by Council Resolution No. 23800 on February 21, 2011.

No. 32: To appropriate \$128,860 of fund balance to provide additional funding for Local Streets Winter Maintenance.
- 14) Consent Agenda**
 - a) To Approve Traffic Control Order No. 2.35-11
- 15) Resolutions**
 - b) Approving the Transfer of Industrial Facilities Exemption Certificates from Schroeder Milk Co., Inc. to Agropur inc., Division Natrel USA and to Authorize the Mayor and City Clerk to Sign the IFT Agreement

- c) Approving a Brownfield Plan Amendment, Development Agreement and Reimbursement Agreement and Authorizing and Directing the Execution and Filing of Documents related to the former GM Site Redevelopment Project
- d) Approving a Demolition Plan, Landscaping Plan and Conceptual Site Plan for the GM Site Redevelopment Project in Accordance with Section 90-509 of the Zoning Ordinance
- e) To Amend a Portion of the City of Wyoming Fee Schedule for Utilities
- f) To Amend a Portion of the City of Wyoming Fee Schedule for Building Inspections
- g) To Consider an Application from Manjit Multani for a New Class C Licensed Business to be located at 3760 S. Division Avenue, Wyoming, Michigan, 49548, Kent County
- h) To Waive Certain Requirements of the Code of the City of Wyoming for El Bachatero LLC in Application for a Class C Liquor License
- i) To Consider an Application from El Bachatero, LLC For new Class C Licensed Business to be located at 1633 Twenty-Eighth Street SW, Suite G, Wyoming, Michigan, 49519, Kent County

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

- j) To Execute an Addendum to a Farm Lease Agreement with Townline Poultry Farm, Inc., of Zeeland, Michigan
- k) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for Upgrades to the Sidewalk along 28th Street (Highway M-11) to meet ADA Standards in the City of Wyoming (Budget Amendment No. 33)
- l) To Authorize the Purchase of Computer Hardware and Software
- m) To Authorize the Purchase of Streaming Video Equipment and Service
- n) For Award of Bids
 - 1. Brass Water Meter Installation Materials
 - 2. Starter Fertilizer, Hydro Mulch and Grass Seed

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

CITY OF WYOMING BUDGET AMENDMENT

Date: March 21, 2011

Budget Amendment No. 032

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$128,860 of fund balance to provide additional funding for Local Streets Winter Maintenance per attached memorandum.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Local Streets Fund</u>				
Public Works - Winter Maintenance - Salaries 203-441-47800-706.000	\$53,200	\$11,800		\$65,000
Public Works - Winter Maintenance - Overtime Salaries 203-441-47800-708.000	\$25,100	\$2,900		\$28,000
Public Works - Winter Maintenance - FICA 203-441-47800-715.000	\$6,010	\$990		\$7,000
Public Works - Winter Maintenance - Life Insurance 203-441-47800-717.000	\$90	\$20		\$110
Public Works - Winter Maintenance - Pension 203-441-47800-718.000	\$23,370	\$3,630		\$27,000
Public Works - Winter Maintenance - Pension - DC Plan 203-441-47800-718.100	\$0	\$150		\$150
Public Works - Winter Maintenance - Workers Compensation Insurance 203-441-47800-719.000	\$2,470	\$1,030		\$3,500
Public Works - Winter Maintenance - Operating Supplies 203-441-47800-740.000	\$101,900	\$640		\$102,540
Public Works - Winter Maintenance - Insurance Liability 203-441-47800-910.000	\$700	\$200		\$900
Public Works - Winter Maintenance - Motor Pool Rental - Rental 203-441-47800-947.100	\$36,200	\$48,800		\$85,000
Public Works - Winter Maintenance - Motor Pool Rental - Maintenance 203-441-47800-947.200	\$60,400	\$49,600		\$110,000
Public Works - Winter Maintenance - Motor Pool Rental - Fuel 203-441-47800-947.300	\$14,300	\$8,700		\$23,000
Public Works - Winter Maintenance - Other Services 203-441-47800-956.000	\$0	\$400		\$400
Fund Balance/Working Capital (Fund 203)			\$ 128,860	

Recommended: _____
 Finance Director City Manager

Motion by Councilmember _____, seconded by Councilmember _____
 that the General Appropriations Act for Fiscal Year 2010-2011 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

 City Clerk

MEMORANDUM

DATE: March 15, 2011
TO: Mayor and City Council
FROM: W. Scott Zastrow, P.E., Assistant Director of Public Works 
SUBJECT: Budget Amendment, Local Streets, Winter Maintenance

The Public Works Department is in need of a Budget Amendment to the Winter Maintenance Activity of the Local Street Funds. The combination of the heavy snow storm in February and the Public Works Department's effort to provide better service to the local streets has led to an over budget situation.

The heavy snow storm in February required the removal of snow from local streets by tractor loaders and dump trucks. Such efforts are unusual and out side of the normally budgeted activities.

Additionally the winter came in frequent small snow falls. The frequency required additional plowing of the local streets to reduce the risk of ice building up on the surface of the streets.

In order to balance the Local Street Maintenance Fund, the City Council will need to approve a budget amendment of \$128,860. The \$128,860 will have to come from the Fund Balance.

The Public Works Department staff recommends the City Council approve the Budget Amendment of \$128,860, to the Local Street Winter Maintenance Activity.

Attachment
Budget Amendment

RESOLUTION NO. _____

RESOLUTION TO APPROVE
TRAFFIC CONTROL ORDER NO. 2.35-11

WHEREAS, Traffic Control Order No. 2.35-11 as set forth in exhibit attached hereto and made a part of this Resolution, has been proposed in the City of Wyoming, and

WHEREAS, it is recommended by the City Traffic Engineer, as required by the Uniform Traffic Code for Cities, Townships and Villages, Part 2, Section R 28.1153, issued in October 2002 by the Commissioner of the Michigan State Police, and adopted by the City of Wyoming, that said Traffic Control Order should be approved by the City Council as permanent; now, therefore,

BE IT RESOLVED that such final approval be and is hereby granted that the aforesaid Traffic Control Order No. 2.35-11 be made a permanent part of the Traffic Control Order Files of the City of Wyoming.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

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 the 21st day of March, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachments

Resolution No. _____



MAYOR
Jack A. Poll

AT-LARGE COUNCILMEMBER
Sam Bolt

AT-LARGE COUNCILMEMBER
Dan Burrill

AT-LARGE COUNCILMEMBER
Kent Vanderwood

1ST WARD COUNCILMEMBER
William A. VerHulst

2ND WARD COUNCILMEMBER
Richard K. Pastoor

3RD WARD COUNCILMEMBER
Joanne M. Voorhees

CITY MANAGER
Curtis L. Holt

March 21, 2011

**PERMANENT
TRAFFIC CONTROL ORDER NO. 2.35-11**

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

1. LOCATION:

Buchanan Avenue from 310 feet south of 34th Street to 320 feet north of 34th Street

2. REGULATION:

- a. Traffic Control Order No. 2.13-11 dated January 17, 2011, is hereby amended
- b. School speed zone is hereby established at 30 miles per hour from existing 40 miles per hour speed limit. It shall be in effect during school crossings at 34th Street. These times are identified by a yellow flashing warning light.

3. SIGNS:

"School" panel above "Speed Limit 30" sign above "When Flashing" panel

4. EFFECTIVE:

Immediately

Authority,


William D. Dooley/PE
Traffic Engineer

WDD:kh
Copy: Police Dept

03/21/11
Manager/KV

RESOLUTION NO. _____

RESOLUTION APPROVING THE TRANSFER OF INDUSTRIAL
FACILITIES EXEMPTION CERTIFICATES FROM SCROEDER MILK CO., INC. TO
AGROPUR INC., DIVISION NATREL USA AND TO AUTHORIZE THE MAYOR AND
CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS, the City established Industrial Development District No. 159, established by Resolution Number 13784 on September 16, 1991, and

WHEREAS, the City of Wyoming, on June 4, 2001, approved Industrial Facilities Exemption Certificate now identified as IFT No. 2001-227 for Parmalat for \$11,500,000 for personal property for twelve (12) years, expiring December 30, 2013, and authorizing the Mayor and City Clerk to sign the IFT Agreement as required under P.A. 198 of 1974, as amended, and

WHEREAS, the City of Wyoming, on January 7, 2008, also approved Industrial Facilities Exemption Certificate now identified as IFT No. 2008-103 for Farmland Dairies, LLC for \$2,204,850 for personal property for twelve (12) years, expiring December 30, 2019, and authorizing the Mayor and City Clerk to sign the IFT Agreement as required under P.A. 198 of 1974, as amended, and

WHEREAS, Section 21 of Public Act 198 of 1974, as amended provides for the transfer of Industrial Facilities Exemption Certificate (IFT) with the approval of the local governmental unit, and

WHEREAS, the City of Wyoming, on August 2, 2010, approved the transfer of IFT 2001-227 and 2008-103 from Parmalat and Farmland Dairies, LLC to Schroeder Milk Co., Inc., and

WHEREAS, Schroeder Milk Co., Inc., is no longer the owner of the facility at 5252 Clay Avenue SW, Wyoming, MI and Agropur inc. Division Natrel USA is now the owner of the facility located within Industrial Development District No. 159, and

WHEREAS, Agropur inc. Division Natrel USA is requesting the transfer of the existing personal property components of Industrial Facilities Exemption Certificate Numbers 2001-227 and 2008-103, which expire on December 30, 2013, and December 30, 2019, respectively, and have original project investments of \$13,704, 850, and

WHEREAS, City Staff recommends to the City Council approval of the transfer of the existing Farmland Dairies, LLC personal property components of the Industrial Facilities Exemption Certificates as stated above to the new owner, Agropur inc. Division Natrel USA, and the Mayor and City Clerk sign the IFT Agreement, and

WHEREAS, the City Council for the City of Wyoming, MI on March 21, 2011 at 7:01 p.m. held a public hearing on whether to approve the transfer of the personal property components of the Industrial Facilities Exemption Certificates for Schroeder Milk Co., Inc.; now therefore,

BE IT RESOLVED, that the City Council does hereby approve the transfer of the personal property components of Industrial Facilities Exemption Certificate Numbers 2001-227 and 2009-103 to Agropur inc. Division Natrel USA, and

BE IT FURTHER RESOLVED, that the City Council of the City of Wyoming does hereby approve the IFT Agreement as amended and authorizes the Mayor and the City Clerk to sign the IFT Agreement as amended as part of the documentation required to process the transfer of the Industrial Facilities Exemption Certificates.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

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 the 21st day of March, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION APPROVING A BROWNFIELD PLAN AMENDMENT, APPROVING
A DEVELOPMENT AGREEMENT, APPROVING A REIMBURSEMENT
AGREEMENT, AND AUTHORIZING AND DIRECTING THE EXECUTION AND
FILING OF DOCUMENTS RELATED TO THE FORMER GM SITE
REDEVELOPMENT PROJECT

Whereas, pursuant to the Brownfield Redevelopment Financing Act, 1996 P.A. 381, as amended, MCL 125.2651 *et seq.* (“Act 381”), the City of Wyoming (the “City”) established the Wyoming Brownfield Redevelopment Financing Authority (the “Authority”); and

Whereas, at its meeting of March 10, 2011, the Authority approved a proposed brownfield plan amendment for the Former GM Site Redevelopment project at 300 36th Street, SW, 3838 Clay Avenue, SW, a portion of 301 36th Street, SW, and a portion of 229 36th Street, SW, in the City (the “Site”) to address issues and financing specific to that project, a copy of which is attached as Exhibit A (the “Plan Amendment”) and recommended that the City Council approve the Plan Amendment; and

Whereas, the Plan Amendment furthers the overall development of the Site by providing for the demolition of the current buildings and others structures on the Site, preparation of the Site for redevelopment, preparation of a baseline environmental assessment, due care plan and interim response activities, and for reimbursement of costs incurred by the developer, the City and the Authority; and

Whereas, the developer, Thunder Ventures LLC, has entered into an agreements with Motors Liquidation Company (“MLC”) providing for acquisition of the Site and for MLC to address contamination of the Site’s soils and groundwater; and

Whereas, Thunder Ventures, the City and the Authority have proposed to enter into a Development Agreement providing for the conveyance of the Site to the Authority and for a public-private partnership for the marketing and redevelopment of the Site; and

Whereas, in order to implement the Plan Amendment’s provisions for reimbursement of certain costs to Thunder Ventures, the City and Authority from captured tax increment revenues, it is necessary for those parties to enter into a reimbursement agreement; and

Whereas, pursuant to Act 381, prior to considering this resolution to approve the Plan Amendment, the City Council held a public hearing on the Plan Amendment at which interested parties were provided an opportunity to comment and written communications regarding the Plan Amendment were received; and

Whereas, in accordance with Act 381, at least 20 days prior to the date of the hearing on the Plan Amendment notice was given to each of the taxing jurisdictions levying taxes that might be subject to capture by the Plan Amendment and notice of the hearing was also published once in the *Advance* and once in *The Grand Rapids Press*, the first publication of which was not less than 10 nor more than 40 days prior to the hearing; and

Whereas, the Plan Amendment will require the filing with and approval of Act 381 work plans by the Michigan Economic Growth Authority (“MEGA”), the Michigan Economic Development Corporation (“MEDC”), and the Michigan Department of Environmental Quality (“MDEQ”).

NOW, THEREFORE, it is resolved as follows:

1. The City Council held a public hearing on the Plan Amendment on March 21, 2011 at 7:02 p.m., at which time all interested persons were heard and the City Council received and considered written communications with reference to the Plan Amendment.

2. The City Council, after carefully considering all views and recommendations, has determined that the Plan Amendment constitutes a public purpose.
3. The City Council approves the Plan Amendment based on the following considerations:
 - a. The Plan Amendment meets the requirements of Section 13 of Act 381.
 - b. The proposed method of financing the costs of eligible activities set forth in the Plan Amendment is feasible and the Authority has the ability to arrange the financing.
 - c. The costs of the eligible activities are reasonable and necessary to carry out the purposes of Act 381.
 - d. The amount of captured taxable value estimated to result from adoption of the Plan Amendment is reasonable.
4. The City Council approves a reimbursement agreement among the Authority, the City and Thunder Ventures, in a form acceptable to the City Manager and the City's special legal counsel, Clark Hill PLC, that provides for reimbursements to the parties from captured tax increment revenues in accordance with the Plan Amendment. The Mayor and City Clerk are authorized and directed to execute the agreement on behalf of the City Council.
5. The City Council approves a Development Agreement in generally the form attached as Exhibit B with such as are acceptable to the City Manager and the City's special legal counsel, Clark Hill PLC, providing for the Authority's ownership of the Site. The Mayor and City Clerk are authorized and directed to execute the agreement on behalf of the City Council.
6. City staff is authorized and directed to file such work plans and related documentation with the Michigan Economic Growth Authority, the Michigan Economic Development Corporation and the Michigan Department of Environmental Quality, as may from time-to-time be required to implement the Plan Amendment.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

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 the 21st day of March, 2011.

 HEIDI A. ISAKSON
 Wyoming City Clerk

Resolution _____

EXHIBIT A

**AMENDMENT TO WYOMING BROWNFIELD PLAN
FOR THE FORMER GM SITE REDEVELOPMENT PROJECT**

**WYOMING, MICHIGAN
BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN
AMENDMENT NO. 1**

**FORMER GENERAL MOTORS CORPORATION
GRAND RAPIDS METAL
STAMPING PLANT
36TH STREET AND CLAY AVENUE**

WYOMING BROWNFIELD REDEVELOPMENT AUTHORITY
CONTACT: BARBARA VANDUREN, DEPUTY CITY MANAGER

WYOMING, MICHIGAN
PHONE (616) 530-7226

PREPARED WITH THE ASSISTANCE OF:

Soil and Materials Engineers, Inc.
4705 Clyde Park Avenue SW
Wyoming, Michigan 49509

Approved by the Wyoming Brownfield Redevelopment Authority on _____

Approved by the Wyoming City Council on _____

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Appendix A - Summary of Tax Increment Financing and Reimbursement of Eligible Activities

Appendix B - Legal Description Described in Section III (G) of this Plan

Appendix C - Map of Property Described in Section III (G) of this Plan

I. INTRODUCTION

A. Plan Purpose

The City of Wyoming Brownfield Redevelopment Authority (Authority; WBRA), duly established by resolution of the Wyoming City Council, pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, MCLA 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the municipal limits of the city of Wyoming. This Brownfield Plan Amendment (the Plan) is intended to amend the WBRA's Brownfield Plan to include the eligible property known as the former General Motors Corporation (GM) Grand Rapids Metal Stamping Plant comprised of four parcels located within the city of Wyoming (the Property). The Property includes four parcels of land located within the boundaries of the city of Wyoming, Michigan. The Property parcels are either a Facility or adjacent and/or contiguous to a Facility as defined in Part 201 of the Natural Resources and Environmental Protection Act (NREPA), Michigan Public Act 451 of 1994, as amended.

This Plan will allow the WBRA to capture tax increment revenues to offset its administrative costs and reimburse Thunder Ventures LLC for the costs of eligible environmental and non-environmental activities required to prepare the Property for safe redevelopment and reuse (see Section III). There is no intention to seek Michigan Business Tax (MBT) Brownfield Redevelopment credits for the current phase of the project. The proposed redevelopment of the Property will only be financially viable if the tax increment revenues can be captured and used as detailed in this Plan.

B. Subject Property

The Property subject to this Plan is located in the city of Wyoming, along 36th Street SW between Clay Avenue SW and Buchanan Avenue SW. The Property has a total land area of approximately 88.5 acres and is comprised of the following four parcels:

- 229 36th Street SW (tax identification number 41-17-13-455-049)
- 300 36th Street SW (tax identification number 41-17-24-201-007)
- 301 36th Street SW (tax identification number 41-17-13-455-050)
- 3838 Clay Avenue SW (tax identification number 41-17-24-178-007)

The legal descriptions of each parcel comprising the Property are included in Appendix B.

The Property is currently identified as the former GM Grand Rapids Metal Stamping Plant and is developed with the following buildings: Main Manufacturing Building (~2,000,000 square feet), Wastewater Treatment Plant (WWTP), Press Staging Building, Primary Switch House, Power House, Baler House, Rack Make-Up Building, and multiple pump houses and other ancillary structures. The site is served by railroad sidings and large parking lots. The remainder of the Property is paved or landscaped. The Property boundaries and features are shown on Figure 1 in Appendix C.

The Property was first developed in 1936 with construction of the 436,000 square-foot Plant No. 1 of the Grand Rapids Stamping Division of Fisher Body. As of 2009, numerous renovations and additions had increased the plant size to over two million square feet. The plant was used to manufacture doors, hoods, fenders, and other automotive body parts throughout its operational history, except during World War II. During the war, the plant manufactured artillery and anti-aircraft weapons and parts, 155 mm artillery shells, and parts for numerous tanks and airplanes, including the B-25 and B-29 bombers.

The plant was used primarily for metal fabrication and assembly. Principal manufacturing processes included tool and die operations, blanking, metal stamping, and component assembly. Historical operations also included liquid and vapor degreasing (chlorinated solvents), electro-plating, coating, painting, heat treating, acetylene gas generation, and scrap metal handling. Ancillary activities included receipt and storage of raw materials, generation and management of non-hazardous and hazardous wastes, used oil recovery and management, equipment maintenance, power generation, wastewater treatment, and scrap metal handling. The plant ceased operations in 2009.

The Property is eligible for inclusion in this Plan because the 300 36th Street SW parcel and the 301 36th Street SW parcel are facilities, and the remaining two parcels (229 36th Street SW and 3838 Clay Avenue SW) are adjacent and/or contiguous to these facilities. Results of historical soil and groundwater sampling activities at the Property are summarized in a 2010 Current Conditions Report prepared by Conestoga-Rovers & Associates. The known contamination on the 300 36th Street SW parcel includes tetrachloroethene, trichloroethene, vinyl chloride, arsenic, chromium, iron, lead, manganese, and various polycyclic aromatic hydrocarbons (PAHs) in soil and/or groundwater at concentrations that exceed Part 201 Generic Residential Cleanup Criteria. Trichloroethene is also present in groundwater on the 301 36th Street SW parcel at a concentration above Part 201 Generic Residential Criteria.

C. Project Description

Motors Liquidation Company (MLC) currently owns the Property. Thunder Ventures LLC has entered into a development agreement with the WBRA and the City of Wyoming (the City), which includes arranging for the transfer of the Property to the WBRA. Thunder Ventures LLC will be responsible for overseeing above-grade, pre-demolition, environmental response activities; asbestos abatement; demolition of above-grade structures and site utilities, and site restoration. MLC is responsible for remediation of soil and groundwater contamination.

Thunder Ventures LLC and the WBRA have partnered with The Right Place to attract companies to build manufacturing facilities on the Property. At the time this Plan was prepared, no companies with specific redevelopment plans for the Property had been identified. However, in 2010, the City created a Reuse Concept Plan that included multiple buildings ranging in size from 15,000 square feet to 160,000 square feet, as well as roads,

paved parking, and landscaping elements. The Reuse Concept Plan was used to develop an estimate of future taxable value of the Property.

The successful implementation of the site marketing program and subsequent redevelopment requires the site to be prepared by demolition of the existing structures and safely restoring the site to a level surface. The removal of asbestos and other above-grade hazardous substances is necessary for the safe and compliant demolition of site structures and disposition of demolition materials and wastes. The costs Thunder Ventures LLC will incur to prepare the Property for redevelopment are \$11,487,580.

This project is important to the City and its citizens for the following reasons:

- 1) Risks to human health and the environment will be reduced through environmental response and structure removal actions taken during preparation of the Property for redevelopment.
- 2) Removal of the existing plant and other functionally obsolete structures will assist in attracting modern advanced manufacturing companies who require less operational space and will be attracted to a visually attractive site.
- 3) The site will be the largest urban property available for industrial redevelopment in West Michigan;
- 4) The Property will have numerous advantages over other sites in the Midwest as a result of this project, including the availability of various economic development incentives (e.g., tax abatements, grant funding), updated high-tech infrastructure (e.g., new roads, utilities, rail enhancements), the available of mass transit service, and access to a highly skilled and readily available work force.

The WBRA and Thunder Ventures LLC will use tax increment revenues for reimbursement of the costs of eligible environmental and non-environmental activities that will be incurred to prepare the Property for redevelopment and safe reuse. The proposed eligible activities are described in Section III.A.

II. GENERAL DEFINITIONS AS USED IN THIS PLAN

All words or phrases not defined herein shall have the same meaning as such words and phrases included in Act 381.

III. BROWNFIELD PLAN

A. Description of Costs to Be Paid With Tax Increment Revenues and Summary of Eligible Activities

Reimbursements will be made to Thunder Ventures LLC, the WBRA, and the City for the costs of eligible environmental and non-environmental activities required to prepare the Property for redevelopment. A Reimbursement Agreement among Thunder Ventures LLC, the City and the WBRA (the "Reimbursement Agreement") will govern distribution of tax increment revenues.

Eligible environmental activities included in this Plan are due care activities. Eligible non-environmental activities include asbestos abatement, demolition, and site preparation. Administrative and operating expenses incurred by the WBRA are also included in this Plan. The eligible activities and related costs included in this Plan are presented in the following table.

Eligible Activities	Total Cost
<u>ENVIRONMENTAL ACTIVITIES</u>	
Due Care Activities	\$3,336,000
15% Contingency	\$500,040
TOTAL ENVIRONMENTAL COSTS	\$3,836,040
<u>NON-ENVIRONMENTAL ACTIVITIES</u>	
Asbestos Abatement	\$2,198,600
Demolition	\$3,333,800
Site Preparation	\$1,120,800
15% Contingency	\$997,980
TOTAL NON-ENVIRONMENTAL COSTS	\$7,651,180
WBRA Administrative and Operating Expenses	\$1,500,000
TOTAL ELIGIBLE ACTIVITIES COSTS	\$12,987,580

Eligible activities will be reimbursed with captured tax increment revenues from local and school operating taxes. It is acknowledged education tax capture will require approval of one or more Act 381 Work Plans approved by the Michigan Department of Environmental Quality (MDEQ) and the Michigan Economic Growth Authority (MEGA). Costs for certain eligible activities conducted prior to approval of this Plan, and costs for those eligible activities contained in Act 381 Work Plans not approved by MDEQ or MEGA will be reimbursed with captured tax increment revenues from local taxes in accordance with Act 381. The total amount of eligible costs that will be reimbursed under this Plan shall be capped at one of the following limits, whichever is attained at the earliest date: 1) reimbursement of all eligible costs, or 2) total capture period equal to 30 years.

The costs listed in the table above are estimated costs and may increase or decrease depending on the nature and extent of environmental, non-environmental and other unknown conditions encountered on the Property. The actual reimbursable costs of those eligible activities encompassed by this Plan shall be governed by the Act 381 Work Plans and the Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381. The Reimbursement Agreement, the Act 381 Work Plans, and this Plan will dictate the total cost of eligible activities subject to payment, provided that the total cost of eligible activities subject to payment or reimbursement under the Reimbursement Agreement shall not exceed the limits set forth above. As long as the total cost limit is not exceeded, line item costs of eligible activities may be adjusted after the date this Plan is approved by the Wyoming City Council, to the extent the adjustments do not violate the terms of the Act 381 Work Plan and Amendments approved by the MDEQ or MEGA or the Reimbursement Agreement.

B. Estimate of Captured Taxable Value and Tax Increment Revenues

This Plan anticipates the capture of incremental local and school tax revenues generated from real property to reimburse Thunder Ventures LLC for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement. While under the ownership of the WBRA, the taxable value of the Property will be zero and there will be no incremental taxes generated on the land. For the purposes of this Plan, the City's Reuse Concept Plan was used to estimate future taxable value of the real property after redevelopment; an estimate of the future taxable value of personal property has not been calculated at this time. The estimated taxable value of the real property following completion of the conceptual redevelopment in 2016 is \$17,351,338 in 2011 dollars. Estimated taxable values, tax increment revenues to be captured, impacts on taxing jurisdictions, and eligible activities reimbursement cash flows are presented in Table 1 (Appendix A).

It is the intent of this Plan to provide for the proportional capture of all eligible tax increments in whatever amounts and in whatever years they become available until the eligible brownfield costs are repaid or 30 years, whichever is shorter.

C. Method of Financing Plan Costs and Description of Advances by the Municipality

Thunder Ventures LLC is responsible for financing the costs of eligible activities included in this Plan. All Plan financing commitments and activities and cost reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan are intended to authorize the WBRA to fund such reimbursements as and when the WBRA receives tax increment revenues and does not obligate the WBRA or the City to fund any reimbursement or to enter into the Reimbursement Agreement providing for the reimbursement of any costs for which tax increment revenues may be captured under this Plan, or which are permitted to be reimbursed under this Plan. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement contemplated by this Plan. Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan and the Act 381 Work Plans.

D. Maximum Amount of Note or Bonded Indebtedness

No notes or bonded indebtedness is required or contemplated at this time. However, the WBRA and the City reserve the discretion to issue bonds for infrastructure costs.

E. Duration of Brownfield Plan

The duration of this Plan for the Property shall not exceed the shorter of the following:

- Reimbursement of all eligible costs, or
- 30 years total tax capture after the first year of tax capture under this Plan.

The date for beginning tax capture is estimated to be 2015, but will depend on actual redevelopment of the Property, and may be otherwise amended by the WBRA.

F. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

Tax increment revenues generated by redevelopment of the Property will be captured by the WBRA until all incurred eligible brownfield redevelopment costs are reimbursed. The impact of the WBRA incremental tax capture on local taxing authorities is presented in Table 1 (Appendix A).

G. Legal Description, Property Map, and Characteristics of Eligible Property

The Property is comprised of the following four parcels of land:

- 229 36th Street SW (tax identification number 41-17-13-455-049)
- 300 36th Street SW (tax identification number 41-17-24-201-007)
- 301 36th Street SW (tax identification number 41-17-13-455-050)
- 3838 Clay Avenue SW (tax identification number 41-17-24-178-007)

The legal descriptions of these parcels are included in Appendix B. A map depicting the site location and current Property features is included in Appendix C. The Property qualifies as an eligible property because the 300 36th Street SW parcel and the 301 36th Street SW parcel are "facilities" as defined in Part 201 of NREPA, and the remaining two parcels (229 36th Street SW and 3838 Clay Avenue SW) are adjacent to these facilities.

H. Estimates of Residents and Displacement of Families

No persons reside at the Property and no families or individuals will be displaced as a result of this project. No occupied residences will be involved in the redevelopment of the Property. Therefore, a demographic survey and information regarding housing in the community are not applicable and are not needed for this Plan.

I. Plan for Relocation of Displaced Persons

No persons will be displaced as a result of this project. Therefore, a plan for relocation of displaced persons is not applicable and is not needed for this Plan.

J. Provisions for Relocation Costs

No persons will be displaced as result of this project and no relocation costs will be incurred. Therefore, provision for relocation costs is not applicable and is not needed for this Plan.

K. Strategy for Compliance with Michigan's Relocation Assistance Law

No persons will be displaced as result of this development. Therefore, no relocation assistance strategy is needed for this Plan.

L. Description of Proposed Use of Local Site Remediation Revolving Fund (LSRRF)

No funds from the WBRA Local Site Remediation Revolving Fund (LSRRF) will be used to finance or reimburse eligible activities described in this Brownfield Plan, and no incremental taxes will be captured for deposit in the LSRRF. Subsequent amendments to this Plan will detail incremental tax capture for deposit in the LSRRF, if applicable.

M. Other Material that the Authority or Governing Body Considers Pertinent

At this time, there is no other material that the Authority or governing body considers pertinent.

Appendix A

Summary of Tax Increment Financing and Reimbursement of Eligible Activities

Appendix B

Legal Description Described in Section III (G) of this Plan

General Property Information

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: 41-17-13-455-049

Property Address	[collapse]
229 36TH ST SW WYOMING, MI 49548	

Owner Information	[collapse]
CHEVROLET-PONTIAC-CANADA PO BOX 9024 DETROIT, MI 48202	Unit: 93

Taxpayer Information	[collapse]
GENERAL MOTORS CORP MC 482C14C66 PO BOX 9024 DETROIT, MI 48202	

General Information for Tax Year 2011		[collapse]												
Property Class: 302 School District: 41020 - GODWIN SD State Equalized Value: \$14,900 User Number Idx: 1	Assessed Value: \$14,900 Taxable Value: \$11,694 Map #: I Date of Last Name Chg: 06/04/2007 Date Filed: Notes: N/A													
Principal Residence Exemption	May 1st 0.0000 % 0.0000 %	Final - 0.0000 %												
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">Previous Year Info</th> <th style="width:25%;">MBOR Assessed</th> <th style="width:25%;">Final S.E.V.</th> <th style="width:25%;">Final Taxable</th> </tr> </thead> <tbody> <tr> <td>2010</td> <td style="text-align: right;">\$16,000</td> <td style="text-align: right;">\$16,000</td> <td style="text-align: right;">\$11,499</td> </tr> <tr> <td>2009</td> <td style="text-align: right;">\$15,700</td> <td style="text-align: right;">\$15,700</td> <td style="text-align: right;">\$11,534</td> </tr> </tbody> </table>		Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable	2010	\$16,000	\$16,000	\$11,499	2009	\$15,700	\$15,700	\$11,534	
Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable											
2010	\$16,000	\$16,000	\$11,499											
2009	\$15,700	\$15,700	\$11,534											

Land Information		[collapse]
	Frontage	Depth
Lot 1:	0.00 Ft.	76.00 Ft.
Lot 2:	0.00 Ft.	76.00 Ft.
Lot 3:	0.00 Ft.	76.00 Ft.
Total Frontage:	0.00 Ft.	Average Depth: 0.00 Ft.
Acreage:	0.19	
Zoning Code:	R2	
Land Value:	\$16,398	Mortgage Code: 00811
Land Improvements:	\$0	Lot Dimensions/Comments:

Renaissance Zone:	NO
Renaissance Zone Expiration Date:	
ECF Neighborhood Code:	600 - 600.Ind. Vacant

Legal Information for 41-17-13-455-049	[collapse]
PART OF LOT 841 & PART OF VACATED PORTION OF BIRCHWOOD AVE DESC AS - COM AT NE COR OF LOT 841 TH W ALONG N LOT LINE & SD N LOT LINE EXT W TO CL OF SD VACATED AVE TH S ALONG SD CL TO N LINE OF 36TH ST/100 FT WIDE/TH E ALONG SD N LINE TO E LINE OF LOT 841 TH W TO BEG * HOME ACRES NO 2	

Sales Information

0 sale record(s) found.						
Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page

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General Property Information

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: 41-17-24-201-007

Property Address	[collapse]
300 36TH ST SW WYOMING, MI 49548	

Owner Information	[collapse]
CHEVROLET-PONTIAC-CANADA PO BOX 9024 DETROIT, MI 48202	Unit: 93

Taxpayer Information	[collapse]
GENERAL MOTORS CORP MC 482C14C66 PO BOX 9024 DETROIT, MI 48202	

General Information for Tax Year 2011				[collapse]
Property Class:	301	Assessed Value:	\$4,000,000	
School District:	41020 - GODWIN SD	Taxable Value:	\$4,000,000	
State Equalized Value:	\$4,000,000	Map #	I	
User Number Idx	1	Date of Last Name Chg:	06/04/2007	
		Date Filed:	N/A	
		Notes:		
Principal Residence Exemption	May 1st	Final		
2011	0.0000 %	-		
2010	0.0000 %	0.0000 %		
Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable	
2010	\$4,815,400	\$4,815,400	\$4,815,400	
2009	\$11,557,000	\$11,557,000	\$11,557,000	

Land Information				[collapse]
	Frontage		Depth	
Lot 1:	0.00 Ft.		0.00 Ft.	
Lot 2:	0.00 Ft.		0.00 Ft.	
Lot 3:	0.00 Ft.		0.00 Ft.	
Total Frontage:	0.00 Ft.	Average Depth:	0.00 Ft.	
Acreage:	75.00			
Zoning Code:	I2			
Land Value:	\$5,553,900	Mortgage Code:	00811	
Land Improvements:	\$0	Lot Dimensions/Comments:		

Renaissance Zone:	NO.
Renaissance Zone Expiration Date:	
ECF Neighborhood Code:	610 - 610.GM Plants

[collapse]

Legal Information for 41-17-24-201-007

Y941A: THAT PART OF W 1/2 NE 1/4 LYING E OF OF E LINE OF CONRAIL RR R/W & LYING S OF SLY LINE OF 36TH ST EX COM AT INT OF S LINE OF NE 1/4 & W LINE OF BUCHANAN AVE TH N 87D 59M 30S W ALONG E & W 1/4 LINE 828.27 FT TH N 47D 10M 30S E 46.67 FT TO N LINE OF S 33 FT OF NE 1/4 TH S 87D 49M 30S E 695.3 FT TH NELY 125.8 FT ALONG A 101.8 FT RAD CURVE LT /LONG CHORD BEARS N 56D 46M 24S E 117.95 FT/ TO W LINE OF SD AVE TH SLY 101.4 FT TO BEG. SEC 24 T6N R12W 74.92 A. ALSO LOTS 147 TO 152 INCL & PART OF LOTS 144 145 146 153 154 & 155 & PART OF VACATED PORTIONS OF FLOYD ST & 40TH ST & DR LYING W OF LOTS 148 & 149 ALL BEING DESC AS - COM AT NW COR OF SD PLAT TH S 87D 49M 30S E ALONG N LINE OF SD PLAT 358.58 FT TO WLY LINE OF RELOCATED STAFFORD AVE TH SWLY ALONG WLY LINE OF SD AVE 37.04 FT ALONG A 165.0 FT RAD CURVE LT /LONG CHORD BEARS S 48D 52M 25S W 36.97 FT TH S 42D 26M 30S W ALONG SD WLY LINE 243.88 FT TH SWLY ALONG SD WLY LINE 117.22 FT ALONG A 290.59 FT RAD CURVE LT /LONG CHORD BEARS S 30D 53M 08S W 116.42 FT/ TO A PT 16.51 FT S 0D 02M 30S E & 0.43 FT S 87D 49M 30S E FROM SW COR OF LOT 146 TH N 87D 49M 30S W PAR WITH S LINE OF LOT 148 & SD S LINE EXT 132.43 FT TO W LINE OF SD PLAT TH N 313.78 FT M/L TO BEG. MCQUEEN DOYLE PARK NO.1

Sales Information

0 sale record(s) found.

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
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General Property Information

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Parcel: 41-17-13-455-050

[collapse]
Property Address
301 36TH ST SW WYOMING, MI 49548

[collapse]
Owner Information
CHEVROLET-PONTIAC-CANADA PO BOX 9024 DETROIT, MI 48202
Unit: 93

[collapse]
Taxpayer Information
GENERAL MOTORS CORP MC 482C14C66 PO BOX 9024 DETROIT, MI 48202

[collapse]			
General Information for Tax Year 2011			
Property Class:	301	Assessed Value:	\$377,600
School District:	41020 - GODWIN SD	Taxable Value:	\$368,856
State Equalized Value:	41020	Map #	I
User Number Idx	\$377,600	Date of Last Name Chg:	02/22/2010
	0	Date Filed:	
		Notes:	N/A
Principal Residence Exemption	May 1st	Final	
2011	0.0000 %	-	
2010	0.0000 %	0.0000 %	
Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable
2010	\$425,000	\$425,000	\$362,691
2009	\$0	\$0	\$0

[collapse]			
Land Information			
	Frontage		Depth
Lot 1:	0.00 Ft.		0.00 Ft.
Lot 2:	0.00 Ft.		0.00 Ft.
Lot 3:	0.00 Ft.		0.00 Ft.
Total Frontage:	0.00 Ft.	Average Depth:	0.00 Ft.
Acreage:	5.84		
Zoning Code:	P1		
Land Value:	\$509,094	Mortgage Code:	
Land Improvements:	\$0	Lot Dimensions/Comments:	

Renaissance Zone:	NO
Renaissance Zone Expiration Date:	
ECF Neighborhood Code:	610 - 610.GM Plants

Legal Information for 41-17-13-455-050 [collapse]

411713455050 LOT 833 EX N 9 FT ALSO LOTS 834 & 835 ALSO LOTS 842 & 843 ALSO LOT 844 EX N 9 FT ALSO LOT 883 EX N 9 FT ALSO LOT 884 & 885 ALSO THAT PART OF LOT 886 LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO THAT PART OF LOTS 887 TO 891 INCL LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO LOTS 892 & 893 ALSO LOT 894 EX N 9 FT ALSO LOT 922 ALSO THAT PART OF LOT 923 LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO THAT PART OF VACATED PORTION OF HILL CROFT AVE /60 FT WIDE/ DESC AS - COM 249 FT N ALONG E LINE OF SD AVE FROM SW COR OF LOT 891 TH S ALONG SD E LINE TO N LINE OF 36TH ST /100 FT WIDE/ TH W ALONG SD N LINE TO W LINE OF SD VACATED AVE TH N ALONG SD W LINE TO A PT 249 FT N ALONG SD W LINE FROM SE COR OF LOT 923 TH E TO BEG ALSO THAT PART OF VACATED PORTION OF BIRCHWOOD AVE /60 FT WIDE/ DESC AS - COM AT SE COR OF LOT 885 TH N ALONG W LINE OF SD VAC AVE 122 FT TH E TO A PT ON E LINE OF SD VACATED AVE 122 FT N ALONG SD E LINE FROM SW COR OF LOT 842 TH S ALONG E LINE OF SD VACATED ST TO N LINE OF 36TH ST /100 FT WIDE/ TH W ALONG SD N LINE TO W LINE OF SD VACATED ST TH N TO BEG * HOME ACRES NO.2 SPLIT ON 07/02/2009 FROM 41-17-13-455-044, 41-17-13-455-046, 41-17-13-455-048;

Land Divison Act Information [collapse]

Date of Last Split/Combine:	07/02/2009	Number of Splits Left:	0
Date Form Filed:		Unallocated Div.s of Parent:	0
Date Created:	07/02/2009	Unallocated Div.s Transferred:	0
Acreage of Parent:	0.00	Rights Were Transferred?	NO
Split Number:	0	Courtesy Split?	NO
		Parent Parcel:	41-17-13-455-044

Sales Information

0 sale record(s) found.

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
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General Property Information

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Parcel: 41-17-24-178-007

Property Address	[collapse]
3838 CLAY AVE SW WYOMING, MI 49548	

Owner Information	[collapse]
CHEVROLET-PONTIAC-CANADA PO BOX 9024 DETROIT, MI 48202	Unit: 93

Taxpayer Information	[collapse]
GENERAL MOTORS CORP MC 482C14C66 PO BOX 9024 DETROIT, MI 48202	

General Information for Tax Year 2011				[collapse]
Property Class:	302	Assessed Value:	\$510,900	
School District:	41020 - GODWIN SD	Taxable Value:	\$482,092	
State Equalized Value:	\$510,900	Map #	I	
User Number Idx	1	Date of Last Name Chg:	06/04/2007	
		Date Filed:	N/A	
		Notes:		
Principal Residence Exemption	May 1st	Final		
2011	0.0000 %	-		
2010	0.0000 %	0.0000 %		
Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable	
2010	\$551,700	\$551,700	\$474,034	
2009	\$544,400	\$544,400	\$475,461	

Land Information				[collapse]
	Frontage		Depth	
Lot 1:	0.00 Ft.		8.00 Ft.	
Lot 2:	0.00 Ft.		8.00 Ft.	
Lot 3:	0.00 Ft.		8.00 Ft.	
Total Frontage:	0.00 Ft.	Average Depth:	0.00 Ft.	
Acreage:	7.50			
Zoning Code:	I2			
Land Value:	\$653,400	Mortgage Code:	00811	
Land Improvements:	\$0	Lot Dimensions/Comments:		

Renaissance Zone:	NO
Renaissance Zone Expiration Date:	
ECF Neighborhood Code:	600 - 600.Ind. Vacant

Legal Information for 41-17-24-178-007 [collapse]

Y944A: PART E 1/2 E 1/2 NW 1/4 COM AT N 1/4 COR TH S 88D 04M W 163.4 FT ALONG N SEC LINE TH S 4D 32M 40S E 990.0 FT ALONG A LINE 100 FT W FROM /MEAS PERP TO/ W LINE OF PENN RR R/W /100 FT WIDE/ TO BEG OF THIS DESC - TH S 4D 32M 40S E 1097.25 FT TH S 88D 04M W 465.75 FT TO A PT 33 FT E FROM /MEAS PERP TO/ W LINE OF PENN R R/W /100 FT WIDE/ TO BEG OF THIS DESC - TH S 4D 32M 40S E 1097.25 FT TH S 88D 04M W 465.75 FT TO A PT 33 FT E FROM /MEAS PERP TO/ W LINE OF E 1/2 E 1/2 NW 1/4 TH N 4D 26M W PAR WITH SD E LINE 225.74 FT TH NELY 443.47 FT ON A 533.66 FT RAD CURVE TO RT /LONG CHORD WHICH BEARS N 19D 22M 23S E 430.82 FT/ TH N 43D 10M 45S E 134.26 FT TH NLY 421.36 FT ON A 595.22 FT RAD CURVE TO LT /LONG CHORD WHICH BEARS N 22D 53M 58S E 412.62 FT/ TO A PT 990 FT S FROM N SEC LINE TH N 88D 04M E 0.66 FT TO BEG SEC 24 T6N R12W 7.50 ACRES

Sales Information

0 sale record(s) found.						
Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page

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Appendix C

Map of the Property Described in Section III (G) of this Plan

No.	Revision Date

SITE FEATURES AND LOCATION DIAGRAM
FORMER GM PLANT-BROWNFIELD PLAN
WYOMING, MICHIGAN

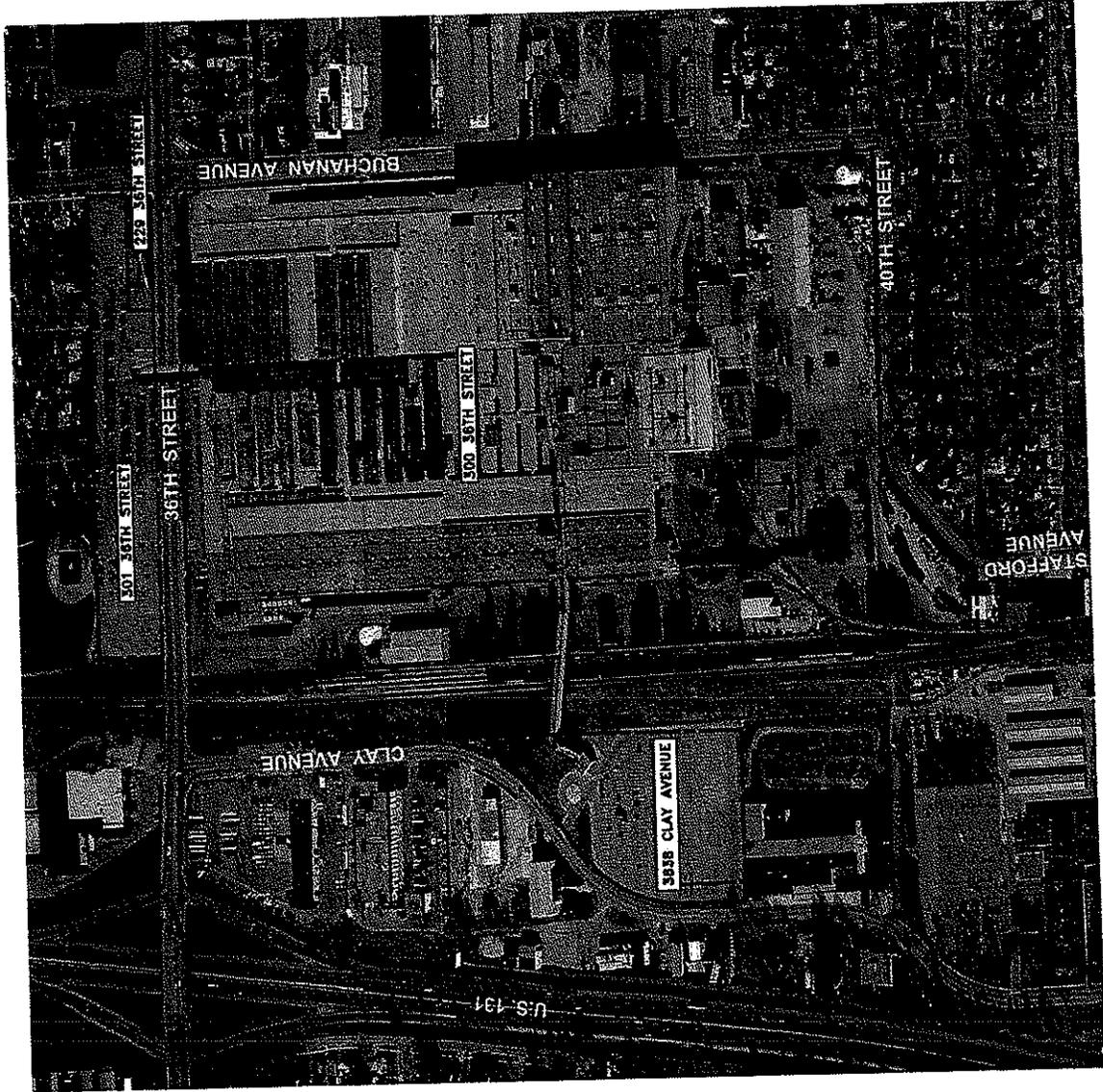
Date	2-21-11
Drawn By	JAB
Designed By	JJE
Scale	NTS
Project	GE59048B

Indiana
 Michigan
 Ohio



R:\69000\GE59048B\DWG\Site\ev\GE59048B_01.dwg
 Feb 21, 2011 - 3:07pm - Blake

Figure No. 1



LEGEND
 --- PARCEL BOUNDARY

NOTE: BASE INFORMATION TAKEN FROM AN AERIAL.

**DEVELOPMENT AGREEMENT
(Former General Motors Site)**

This Development Agreement is made as of March _____, 2011, among Thunder Ventures LLC, a Michigan limited liability company with offices at 6755 Daly Road, West Bloomfield, MI 48322 (“**Thunder Ventures**”), the City of Wyoming, a Michigan municipal corporation with offices at 1155 28th Street SW, Wyoming, MI 49509 (the “**City**”), and the Brownfield Redevelopment Authority of the City of Wyoming, a public body corporate with offices at 1155 28th Street SW, Wyoming, MI 49509 (the “**Authority**”).

RECITALS

- A. Motors Liquidation Company (“**MLC**”) currently owns the approximately 95-acre former General Motors stamping plant site located east of US-131, north of 40th Street, west of Buchanan Street and on either side of 36th Street in the City, more particularly described on the attached Exhibit A (which is to be verified or modified after a survey) (the “**Site**”).
- B. Thunder Ventures has entered into a _____, dated as of December ____, 2010, with MLC to acquire the Site (the “**MLC-Thunder Ventures Agreement**”).
- C. The Site is improved by a number of buildings and other structures, drives, parking areas and other improvements that were constructed and installed beginning over 70 years ago and that are functionally obsolete.
- D. The parties agree that redevelopment and re-use of the Site in a manner that is financially viable and most advantageous over a longer-term will require the demolition of the existing structures on the Site.
- E. Demolition of those buildings and structures must include work to properly address asbestos and other substances in those buildings (including, perhaps, within the floors or slabs) in a manner complying with applicable laws, rules and regulations (the “**above-ground remediation**”).
- F. The Site is a “**facility**” as defined by Part 201 of Michigan’s Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.20101 *et seq.* (“**Part 201**”), due to presence of certain substances in the soil and groundwater on the Site at levels exceeding those provided for in Part 201 or the rules promulgated pursuant to Part 201 (the “**Site contamination**”) that will require remediation under Part 201 (the “**Site remediation**”).
- G. The City created the Authority pursuant to the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended, MCL 125.2651 *et seq.* (“**Act 381**”), and, among its powers, the Authority is authorized by Act 381 to own property, to facilitate its environmental remediation and preparation for redevelopment, and to subsequently convey it for redevelopment.
- H. The parties wish to enter into a joint endeavor to facilitate redevelopment of the Site, in accordance with the terms and conditions of this Agreement.

TERMS AND CONDITIONS

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

ARTICLE I
SITE ACQUISITION

1.1. MLC-Thunder Ventures Agreement.

A. Thunder Ventures represents and covenants that (i) it has rights under the MLC-Thunder Ventures Agreement to direct that title to the Site be conveyed to the Authority and to enter into this Agreement, (ii) nothing in this Agreement is inconsistent with or breaches any term of the MLC-Thunder Ventures Agreement, and (iii) it can fully perform its obligations under this Agreement and fully perform its obligations under the MLC-Thunder Ventures Agreement. The City has not yet seen the MLC-Thunder Ventures Agreement so has no independent manner of verifying those representations and covenants.

B. Within 7 days after the completed execution of this Agreement, Thunder Venture shall provide to Clark Hill PLC, the City's and the Authority's legal counsel ("**Clark Hill**") a complete copy of the executed MLC-Thunder Venture Agreement. The City and the Authority shall direct Clark Hill with respect to that agreement as follows:

(1) The Clark Hill copy of the MLC-Thunder Ventures Agreement shall remain confidential.

(a) Clark Hill shall not to provide a copy of that agreement to anyone outside of Clark Hill. Clark Hill may disclose particular provisions of that agreement to City and Authority officials or, as may be reasonably needed in conjunction with its due diligence, to consultants who are obligated to keep its terms confidential. Clark Hill may show that agreement to the City Council during a closed session, City Manager's office personnel, and the Authority Board during a closed session, but shall not allow any of them to retain a copy of that agreement or any part of that agreement. No terms of that agreement may be publicly disclosed without Thunder Venture's prior written consent.

(b) The parties agree that under the circumstances of its limited disclosure as provided herein, neither that agreement or any portion of that agreement is subject to required disclosure under Michigan's Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 *et seq.* (the "**FOIA**"). Therefore, unless Thunder Ventures otherwise first consents in writing, neither the City nor the Authority shall provide any third copy with any party of that agreement or any portion of it without a court order so requiring it.

(2) Clark Hill's use of that agreement shall be limited.

(a) Clark Hill may use that agreement:

(i) For Clark Hill's due diligence in determining that the terms of that agreement are consistent with the terms of this Agreement and do not violate any applicable law, rule, regulation, or any provision of the City charter, a City ordinance, or City or Authority policy.

(ii) To ensure compliance with it prior to closing on the Site. Clark Hill may use that agreement to monitor MLC's, Thunder Venture's, and the grantee's compliance with any post-closing obligations.

(iii) To ensure other agreements among or involving any of the parties to this Agreement do not breach any provision of that agreement.

(b) Clark Hill may not use that agreement or any information in that agreement for the benefit of any client other than the City and the Authority.

1.2. Authority Acquisition. The Authority shall acquire Site in accordance with the terms and conditions of this Agreement. Thunder Ventures shall take all steps needed under the MLC-Thunder Ventures Agreement to ensure that, at the closing on the conveyance of the Site to occur pursuant to the MLC-Thunder Ventures Agreement, MLC transfers title directly to the Authority in accordance with the terms of this Agreement. However, Thunder Ventures shall retain all duties and obligations under the MLC-Thunder Ventures Agreement. No duties or obligations under the MLC-Thunder Ventures Agreement shall pass to the Authority or to the City unless first approved by the governing bodies of both the Authority and the City. To the extent the right to conveyance of the Site cannot be assigned to the Authority without the duties and obligations, Thunder Ventures will perform and fulfill those duties and obligations on the Authority's behalf.

1.3. Consideration. The Authority shall pay to Thunder Ventures the sum of \$1.00 as the sole consideration for Thunder Venture's rights to conveyance of the Site under the MLC-Thunder Ventures Agreement as provided in the preceding subsection 1.2.A. Neither the Authority nor the City shall be obligated to pay Thunder Ventures or MLC any other sums to have title to the Site conveyed to the Authority. Thunder Ventures shall pay MLC all amounts due and shall convey to MLC all other consideration to be provided to MLC under the MLC-Thunder Ventures Agreement to obtain title to the Site.

1.4. Title and Title Insurance. Thunder Ventures shall see that MLC conveys to the Authority marketable title to the Site, subject only to such exceptions and encumbrances as are expressly permitted by this Agreement. Title shall be conveyed by a deed of the type and in the form provided under the MLC-Thunder Ventures Agreement and, except as otherwise expressly provided in this Agreement, the conveyance shall be subject to the terms and conditions of the MLC-Thunder Ventures Agreement.

A. Title to the Site shall be conveyed to the Authority as one or more parcels as the Authority, Thunder Ventures, and MLC shall agree or as provided in the MLC-Thunder Ventures Agreement.

B. Simultaneously with the execution of this Development Agreement, Thunder Ventures has furnished a commitment for an ALTA owner's policy of title insurance without standard exceptions for the Site in the amount of the purchase price Thunder Ventures is to pay MLC under the MLC-Thunder Ventures Agreement, from Title Source (the "Title Company"), Commitment #55561031, Revision #7 dated 2/23/2011 (the "Title Commitment"). Because it discloses the purchase price Thunder Ventures is paying to MLC, Clark Hill shall treat the Title Commitment in the same manner as the copy of the MLC-Thunder Ventures Agreement as provided in subsection 1.1.B(1) above.

C. The Authority shall have 14 calendar days after final execution of this Development Agreement to notify Thunder Ventures in writing of any objections it has to any defects or exceptions disclosed in the Title Commitment and the Survey. If the Authority fails to so notify Thunder Ventures within that period for review, the Authority shall be deemed to have waived all objections to any defects or exceptions disclosed in the Title Commitment.

D. Thunder Ventures, shall have until 14 days before closing to address any defects or remove any encumbrances or exceptions to title raised by the Authority pursuant to the preceding

subsection 1.4.C, except the Permitted Exceptions as defined in subsection 1.4.E below, to the Authority's reasonable satisfaction.

E. If Thunder Ventures cannot or otherwise does not do so within that time period, the Authority may, by written notice to the Thunder Ventures within 7 calendar days before closing, refuse to accept title to the Site and terminate this Development Agreement.

F. All title defects and exceptions disclosed in the Title Commitment which the Authority (i) does not raise or fails to object to pursuant to subsection B and (ii) those defects and exceptions corrected or caused to be corrected as provided in subsection C which the Authority has not refused to accept as provided in subsection D, and (iii) those defects and exceptions which the Authority expressly accepts, and (iv) those defects and exceptions expressly provided for in this Agreement, shall be deemed to be accepted by the Authority as permitted title exception conditions (the "**Permitted Exceptions**").

G. At closing, Thunder Ventures shall pay the cost of a title insurance policy issued pursuant to the Title Commitment or the New Title Commitment as hereafter defined as may be modified after the actions provided in subsection D above. A "marked up" title commitment shall be provided at closing that will provide "gap coverage" for the period between the completion of the closing and the issuance of the title insurance policy to be issued pursuant to the New Title Commitment as marked up at closing.

1.5. Survey.

A. Simultaneously with the execution of this Development Agreement, Thunder Ventures has furnished from Roosien and Associates an ALTA survey of the Site based upon the Title Commitment and showing all existing easements, encumbrances, improvements, and interests in the Site (the "**Survey**") that will be certified to the Authority without cost to the Authority.

B. The Authority shall have 14 calendar days after the execution of this Development Agreement and the Title Commitment as provided above to notify Thunder Ventures in writing of any encroachments or other matters of concern to Authority disclosed by the Survey. If the Authority fails to so notify Thunder Ventures within that period for review, the Authority shall be deemed to have waived all objections to any conditions disclosed by the Survey.

C. Thunder Ventures, shall have until 14 days before closing to address any Survey conditions raised by the Authority the preceding subsection 1.5.C, except Permitted Survey Conditions as defined in subsection E below, to the Authority's reasonable satisfaction.

D. If Thunder Ventures cannot or otherwise does not do so within that time period, the Authority may, by written notice to the Thunder Ventures within 7 calendar days before closing, refuse to accept and terminate this Development Agreement.

E. All conditions disclosed by the Survey that the Authority (i) does not raise or fails to object to pursuant to subsection A, and (ii) conditions not corrected or caused to be corrected as provided in subsection C which the Authority has not refused to accept as provided in subsection D, (iii) conditions which the Authority expressly accepts, and (iv) any conditions expressly provided for in this Agreement, shall be deemed to be accepted by the Authority as permitted survey conditions (the "**Permitted Survey Conditions**").

1.6. Environmental Conditions.

A. Because the Site is a facility under Part 201, Thunder Ventures shall, before closing and without cost to the Authority, obtain on behalf of the Authority from Soils & Materials Engineers, Inc. ("**SME**") a baseline environmental assessment ("**BEA**") and due care plan ("**due care plan**") meeting the requirements of Part 201 and applicable rules, policies, operational memoranda, and

procedures of the Michigan Department of Environmental Quality (the "MDEQ") which the Authority shall file with the MDEQ in accordance with Part 201 and the MDEQ's applicable rules, policies, operational memoranda, and procedures.

B. While it is owned by the Authority, Thunder Ventures, without cost to the Authority, shall take all actions needed to fully comply with the due care plan to be provided pursuant to subsection A above.

C. Thunder Ventures will be responsible for complying with all applicable laws, rules, regulations, permit conditions or other requirements related to any environmental conditions within the buildings, structures and land improvements lying within or above any floors, including any basement floors or paved areas (*i.e.*, those environmental conditions lying above the soils). All remedial or other work undertaken pursuant to this paragraph shall comply with applicable laws, rules, regulations, and permit (or license or other required approvals) of governmental officials or agencies of competent jurisdiction.

D. Under the MLC-Thunder Ventures Agreement, MLC or its successor or assigned will remediate environmental conditions that lie within the soils or groundwater under the concrete slabs, other floor materials and pavement ("MLC's remediation obligations"). Thunder Ventures shall monitor the performance of MLC's remediation obligations and provide the Authority with regular, periodic (not less than quarterly), written updates on the progress in completion of MLC's remediation obligations together with any written information provided by MLC or others, including governmental agencies, concerning MLC's remediation activities. Thunder Ventures shall use reasonable efforts to ensure MLC, its successor or assigned fulfills MLC's environmental remediation. Such efforts shall, at a minimum, include correspondence and other communications with MLC or its successor or assignee with appropriate state and, if appropriate, federal agencies and officials, and the reasonable use of remedies available to Thunder Ventures under the MLC-Thunder Ventures Agreement. The Authority shall have the right, but not the obligation, to use any legal and equitable means available under the MLC-Thunder Ventures Agreement to ensure performance of MLC's remediation obligations and may, after notice to Thunder Ventures, initiate such remedies on Thunder Ventures' behalf.

E. I HAVE PASSED ON YOUR DRAFT DECLARATION OF RESTRICTIVE COVENANTS TO MLC. INSTEAD OF THIS PARAGRAPH CAN WE ANNEX A COPY OF THAT AGREEMENT ONCE MLC APPROVES IT INLIEU OF THE LANGUAGE PROPOSED HERE?

F. Regardless of any other provision of this Agreement, the MLC may retain an easement in the Site, for the benefit of MLC and any governmental agency of competent jurisdiction (*e.g.*, the MDEQ) for purposes of fulfilling any obligations it has under applicable state or federal laws, rules and regulations or under the MLC-Thunder Ventures Agreement to address soil and groundwater contamination. This easement may be combined with the land use controls recorded pursuant to subsection E above and shall be a Permitted Exception as defined in subsection 1.4.F above. It shall be fully defined and agreed upon among the parties prior to closing and may not thereafter be modified except after consultation among the parties and the MDEQ or other governmental agency of competent jurisdiction. If, due to its effect upon the planned demolition and redevelopment of the Site, the Authority objects to the terms of that easement, the Authority may, by written notice to the Thunder Ventures at least 7 days before closing refuse to accept title to the Site and terminate this Development Agreement.

1.7. Fees, Taxes, Utilities and Other Costs.

A. Prior to or at the closing, Thunder Ventures shall pay or cause to be paid (i) all real or **[PLEASE VERIFY THAT ALL PERSONAL PROPERTY TAXES HAVE BEEN PAID TO DATE BY MLC]** personal property taxes or any special assessments levied against the Site or any improvements or personal property located on the Site prior to closing, (ii) all fees or charges for any utility services provided to the Site prior to closing, (iii) all recording fees, (iv) all transfer taxes, and (v) all closing costs to close on the conveyance of title to the Site to the Authority. Neither the City nor the Authority shall be obligated to pay (i) any real or personal property taxes or any special assessments levied against the Site or any improvements or personal property located on the Site, (ii) any fees or charges for any utility services provided to the Site, (iii) any recording fees, (iv) any transfer taxes, or (v) any closing costs to close on the conveyance of title to the Site to the Authority.

B. After the closing, Thunder Ventures shall pay or cause others to pay any real and personal property taxes levied against the Site or personal property located on the Site after the closing. The parties anticipate that, due to the Authority's ownership, the Site and any improvements located on it will be exempt from real property taxation beginning with the summer tax bill that would otherwise become due on July 1, 2011. The City and the Authority will cooperate with Thunder Ventures to ensure that tax exemption applies and is recognized by appropriate governmental officials, agencies and bodies. The parties are unaware of any current special assessments against the Site and the City has no current plans to levy and special assessment against the Site. However, none of the parties can control whether special assessments are levied by other officials or agencies with the authority to do so. They will, however, cooperate to oppose any such special assessments unless they are for public improvements that all parties agree will benefit the Site and that the amount(s) assessed are reasonable under the circumstances. Neither the City nor the Authority shall be obligated to pay any real or personal property taxes or special assessments levied against the Site or any personal property located on the Site.

C. After the closing, Thunder Ventures will pay all charges for utility services provided to the Site until another party is responsible for such payments. Neither the City nor the Authority shall be obligated to pay any rates, fees or charges for any utility services to the Site.

1.8. Conditions Precedent to Closing. The following conditions shall be met before the closing on the conveyance of title to the Site to the Authority.

A. All conditions required for closing under the MLC-Thunder Ventures Agreement.

B. Completion of all title insurance requirements as provided in Section 1.4 of this Agreement and, not less than 7 days prior to closing, Thunder Ventures shall have the Title Commitment reissued to show the Authority as the grantee from MLC and provide a copy to Clark Hill (the "**New Title Commitment**"). The New Title Commitment shall have no material new exceptions than were in the Title Commitment. Because it will disclose the purchase price Thunder Ventures is paying to MLC, Clark Hill shall treat the New Title Commitment in the same manner as the copy of the MLC-Thunder Ventures Agreement as provided in subsection 1.1.B(1) above.

C. Completion of all survey requirements as provided in Section 1.5 of this Agreement and, not less than 7 days prior to closing, Thunder Ventures will cause the Survey to be certified to the Authority without cost to the Authority.

D. Submission to the Authority of a BEA and due care plan meeting the requirements of subsection 1.6.A of this Agreement.

- E. Recording of the land use controls meeting the requirements of subsection 1.6.E of this Agreement.
- F. Recording of any easement meeting the requirements of subsection 1.6.F of this Agreement.
- G. The City's approval of a demolition permit under applicable provisions of the City Code of Ordinances and applicable state law, including, without limitation:
- (1) The required approval of a site plan under the City's ordinance provisions applicable to Auto Plant Property redevelopment in Section 90-509 of the City's zoning ordinance. The Planning Commission is scheduled to consider that site plan at its meeting of March 15, 2011, and the City Council is scheduled to consider that site plan at its meeting of March 21, 2011.
 - (2) Filing a commitment to obtain a performance bond as required by subsection 2.1.D.
- H. Execution of an agreement with The Right Place to market the Site as provided in Section 3.1 of this Agreement.
- I. City Council approval of a brownfield plan (the "**Brownfield Plan**") for the Site pursuant to Act 381. The parties currently plan to present this plan for a public hearing and City Council approval at its meeting of March 21, 2011.
- J. Execution of a brownfield reimbursement agreement to allow distribution of tax increment revenues pursuant to the approved Brownfield Plan (the "**Reimbursement Agreement**"). The parties currently plan to present this for City Council consideration at its meeting of March 21, 2011.
- K. Initial ???????written confirmation???? **[JIM HARLESS DOES NOT THINK THAT A WRITTEN DOC WILL BE ISSUED]** with the Michigan Economic Development Corporation ("**MEDC**") staff and, if applicable, MDEQ staff, of their backing for the capture of educational taxes pursuant to (an) Act 381 work plan(s) to be prepared and submitted for their initial review.
- L. Completion of any other pre-closing requirements under this Agreement including, for example, and not by way of limitation, payment or arrangements for any payments required under Section 1.7 of this Agreement.
- 1.9. Closing. The closing on the conveyance of title to the Authority shall be at the time and place provided in the MLC-Thunder Ventures Agreement which is currently targeted to occur on or before April 1, 2011. The parties shall each pay their own attorney fees. At the closing, the parties shall sign or have fully signed copies of the following:
- A. The deed.
 - B. Any documents reasonably required by the Title Company to issue the title insurance policy pursuant to the New Title Commitment.
 - C. Any documents required by the MLC-Thunder Ventures Agreement.
 - D. A closing statement acceptable to all parties.
 - E. Documents showing compliance with the conditions precedent to closing stated in Section 1.8 of this Agreement.
 - F. Any other documents required by this Agreement.

1.10. Post Closing Costs. Except as provided in the Brownfield Plan and Reimbursement Agreement, regardless of any other provision of this Agreement, the parties agree that neither the City nor the Authority shall incur any costs as a result of the Authority's ownership of the Site, including without limitation, any costs for (i) securing the Site, (ii) evaluating, assessing, remedying or providing due care due to environmental conditions of the Site, (iii) providing any utility or communications services to the Site or those occupying or working on the Site unless at the direction of the City or the Authority, (iv) insurance covering the Site against liabilities that may result from ownership of the Site, (v) taxes or special assessments levied against the Site or personal property on the Site, (vi) wages, taxes or other amounts due to activities on the Site, (vii) marketing the Site, (viii) services rendered to the Site at the direction of Thunder Ventures, or (ix) demolition activities on the Site, and, except from proceeds derived from sales and/or leases which it has approved in writing any of the following: (x) surveys, title insurance or other costs, or (xi) brokerage or other real estate fees or commissions.

ARTICLE II DEMOLITION AND REMEDIATION

2.1. Demolition. Without cost to the City or the Authority, except as may be provided in the Brownfield Plan or pursuant to any state or federal grant or loan agreement, Thunder Ventures shall undertake and complete the demolition of the buildings and structures on the Site in accordance with this Section.

A. No buildings on the Site shall be reused except for those small buildings having limited purposes and uses for power, structures necessary to support overhead walkways or utility needs on the site or for the treatment of water or other environmental conditions on the Site. Those small buildings may remain. Some underground utility lines may be abandoned in place, subject to utility line disconnection capping requirements customarily required by the City. All active underground utility lines shall remain in place. The existing pylon sign and flagpole will remain. All other buildings and structures shall be demolished.

B. Pursuant to the City's requirements for Auto Plant Property as provided in Section 90-509 of the City's zoning ordinance, Thunder Ventures, prior to closing on the conveyance of title to the Site to the Authority, shall obtain needed City Council approval of a site plan that meets the following requirements. If it meets these requirements City staff shall recommend to the Planning Commission and City Council that they accept that plan pursuant to subsection 90-509(5)(e), as a preliminary site plan for the demolition phase of the proposed redevelopment project on the Site.

- (1) A legal description of the Site together with its gross land area.
- (2) The zoning of the Site and the surrounding area.
- (3) A full-dimensioned map or maps of the land showing:
 - (a) Topographic information showing contour elevations of storm sewer inverts showing that there will be adequate drainage to prevent runoff on adjacent properties of the Site after completion of the demolition, removal of debris and grading of the Site;
 - (b) The locations and sizes of structures and other improvements on the Site and on adjacent property within 30 feet of the property lines of the Site except that the location of structures and improvements, if any, adjacent to the parking lots north of 36th Street and on Clay Avenue, on which no demolition will occur, is not required.

(c) The location of any buildings and structures to remain after demolition, the uses of those buildings, distances to the lot line and approximate location of vehicular entrances and loading points;

(d) Streets, driveways, sidewalks, easements, utility lines, service aisles and parking areas remaining after demolition;

(e) Any fences, walls or other barriers to be placed before or during demolition or to remain after demolition;

(f) The location of any landscaping or other surface covering to remain or to be placed after demolition and a proposed maintenance plan for that landscaping; and

(g) A grading plan, including any plans to remove soils from the Site or to add soils to the Site, to fill basement and other areas, and the treatment and use of any concrete, asphalt or other materials to be left on Site.

(i) The basement areas basement area (an area of approximately 390,000 square feet [± 9 acres], approximately 18 feet in depth) may be filled with appropriately crushed and compacted concrete from the slabs, footings and structures on the Site together with appropriately crushed and compacted asphalt so buildings, interior roads, parking lots and other structural and Site improvements can be placed in that area.

(ii) All of the other concrete floors and slabs shall be removed and may also be disposed of as indicated in the preceding paragraph.

(4) A narrative explaining the phasing and timing of demolition that, along with other information Thunder Ventures wishes to include or the Planning Commission or City Council requests, states where demolition will begin and in what order buildings will be demolished, includes an estimated timetable for commencement and completion, along estimated benchmarks, and includes a description of efforts to be undertaken (i) to prevent exposure to contaminants, (ii) to properly remove and dispose of hazardous substances and materials in the slabs, floors, buildings and remaining equipment on the Site, including without limitation asbestos, (iii) to prevent the escape of dust from the Site, (iv) to control mud, gravel and other debris on adjacent roads, and (v) to dispose of demolition refuse.

(5) A narrative explaining how the Site will be secured and maintained during and following demolition, including, if necessary, the highlights of the Due Care Plan.

(6) A narrative explaining the plans of Thunder Ventures and MLC to address the environmental concerns on the Site including the timing of those efforts.

(7) A narrative explaining the plans for marketing and redeveloping the Site including an estimated timetable.

C. Pursuant to other applicable City Code of Ordinances and any applicable state laws and rules, Thunder Ventures or its demolition contractor, prior to closing on the conveyance of title to the Site to the City, shall submit all applications and notices necessary to secure a demolition permit. ????Any municipal permit fees for demolition or utility disconnection shall be only in those amounts that would be charged if the City were undertaking the work and owned the Site.???? **CAN WE CLARIFY WHAT THIS MEANS IN DOLLAR COSTS?**

D. Before the demolition permit is issued, Thunder Ventures' demolition contractor may commence asbestos removal and disposal activities and the removal and disposal of contaminated and hazardous debris and waste materials so long as all such work is performed in strict compliance with all applicable local state and federal environmental laws.

E. Before the demolition permit is issued, Thunder Ventures and/or its demolition contractor(s) will provide the Authority a performance bond in a form and an amount acceptable to the City and the Authority assuring the City and the Authority of completion of the demolition in accordance with the terms applicable to the demolition.

F. Before the demolition permit is issued, Thunder Ventures shall cause its demolition contractor to meet with residents and the owners of businesses located in the vicinity of the Site at a single meeting (or, the parties agree it is appropriate, more meetings) arranged by the City cooperation with Thunder Ventures to explain how demolition will occur, to answer questions, and to listen to concerns. After consultation with Thunder Ventures and its demolition contractor, the City may place reasonable conditions on demolition permit activities to address any reasonable concerns that might arise during any such meeting(s).

G. Thunder Ventures shall cause the demolition of the buildings and structures to be completed in accordance with the site plan, the demolition permit and all applicable laws, rules, regulations and the requirements of any needed permits, licenses and other approvals. The demolition is expected to be completed within 8 to 14 months after it begins. Regardless of any other provision of this Agreement, or any "act of God" or other event that is either foreseen or unforeseen, unless both the City and the Authority otherwise first agree in writing, demolition shall be completed no later than April 1, 2013.

H. During and upon completion of the demolition and other activities Thunder Ventures is to perform or cause to be performed under this Article, the City or the Authority shall both have the right to inspect the Site to determine whether the demolition and other activities were completed as required in this Article. If, in the reasonable discretion of the City or the Authority that work or the condition of the Site materially or unreasonably deviates from the requirements of this Article, either of them shall notify Thunder Ventures in writing and Thunder Ventures shall take reasonable steps needed to correct the deviations to the City's and the Authority's reasonable satisfaction. When the City and Authority agree with Thunder Ventures that the demolition and other activities Thunder Ventures is to perform or cause to be performed under this Article have been completed as required in this Article, they shall notify Thunder Ventures in writing of their approval of the completion of that work.

I. Thunder Ventures may retain any funds or credits it receives from the sale and removal or other off-site disposal of any materials in or that are part of the buildings or other structures on the Site. Except as otherwise provided as part of the demolition and restoration plan as approved under this Development Agreement, all such materials and all buildings and structures are to be removed from the Site.

2.2. Environmental Remediation.

A. Prior to April 1, 2013, Thunder Ventures shall, without cost to the City or the Authority, remediate any environmental conditions requiring such work on the Site that are in or part the grade slabs and floors, parking lots, drives or other paved surfaces and in any buildings, structures or other improvements on the Site and shall do so in compliance with all applicable laws, rules, regulations, requirements of permits or other required approvals, or order or directives of any governmental agency or official of competent jurisdiction. Thunder Ventures shall periodically (*i.e.*, not less often than quarterly) provide the City and the Authority written updates on Thunder

Ventures' progress together with any information provided by Thunder Ventures to any state or federal agencies or officials with regard to that work.

B. Under the MLC-Thunder Ventures Agreement, MLC will remediate the soils and groundwater contamination on the Site. Thunder Ventures shall monitor MLC's performance of its remediation obligations under the MLC-Thunder Ventures Agreement and Thunder Ventures shall periodically (*i.e.*, not less often than quarterly) provide the City and the Authority written updates on MLC's progress together with any written information provided by MLC or others (such as state officials or agencies) on any of that work. The Authority and the City shall have all rights Thunder Ventures has to ensure MLC complies with its remediation obligations under the MLC-Thunder Ventures Agreement.

2.3 License. The Authority hereby grants to Thunder Ventures and its contractors the right to enter and occupy the Site to perform the activities Thunder Ventures is to perform or cause to be performed under this Development Agreement (the "**License**").

A. The term of the License shall commence with the closing and conveyance of title to the Site to the Authority and with respect to Thunder Ventures shall expire 30 days after the demolition is complete and approved by the City and the Authority. During that term, Thunder Ventures and its contractors and agents shall have the right to conduct the demolition, remediation, security, maintenance and other activities it is required or permitted to perform or cause to be performed under this Development Agreement at any time without obtaining any consents or authorizations and without cost or expense to Thunder Ventures. However, this License shall be subject to compliance with all obligations under applicable laws, rules, regulations and requirements of any permits or other approvals, including, without limitation the payment of any fees therefor.

B. Thunder Ventures shall not cause any damage to any portion of the Site which may affect the ability to sell the Site for redevelopment as provided in this Agreement. The construction of temporary retention and siltation basins and miscellaneous drainage structures shall not be deemed damage.

C. At Thunder Venture's expense, Thunder Ventures, its employees, agents and contractors, shall have the right to use electricity and other utilities on the Site as needed to perform the activities Thunder Ventures is to perform or cause to be performed under this Article.

2.4. Indemnification and Insurance.

A. Thunder Ventures shall hold the City and the Authority, and their respective officers, employees, and agents harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any and all demands, claims, liabilities, obligations, damages, awards, judgments, administrative fines, or other losses or expenses any of them may receive or incur as a result of the demolition and related work Thunder Ventures is to perform or cause to be performed under this Article and any defects in that work, and for conditions of the Site. This indemnification does not extend to remediation activities of MLC or its successors and assigns.

B. During that work and until that work is completed and the Authority and City have accepted the work, Thunder Ventures shall itself or ensure that its general demolition contractor obtains and maintains a general liability and owners' liability insurance policy naming the City, the Authority and their officers, employees and agents as insureds or additional insureds and certificate holders with coverage of at least \$5,000,000 per individual and \$5,000,000 per occurrence.

C. WE THINK THAT THE DEMO BOND SHOULD COVER THIS CONCERN. OUR INSURANCE AGENT TELLS US THAT THIS KIND OF COVERAGE IS NOT AVAILABLE IN THE MARKET PLACE UNLESS ALL BUILDINGS ARE INSURED AT THEIR FULL REPLACEMENT COST.

D. All required insurance shall provide that it may not be canceled, modified or terminated without at least 30 days prior written notice to the City. A copy of the certificate(s) and policy (ies) of insurance shall be provided to the City prior to beginning any work on the Site pursuant to this Section. In addition, Thunder Ventures shall ensure that all necessary or required workers' disability compensation, unemployment compensation and other insurance has been obtained by its general demolition contractor and anyone else working on the Site.

2.5. Site Security. Neither the City nor the Authority shall have any responsibility to provide any exposure barriers or controls or any security for the Site. To the extent exposure barriers or controls are needed while the Site is being held for redevelopment and to the extent any security efforts are needed to address unauthorized access, theft or other situations to protect the safety and property of workers on the Site or the health, safety and welfare of occupants of property near to the Site, Thunder Ventures, without cost to the City or the Authority, shall provide or cause to be provided what may be reasonably needed at various times until demolition is completed and the Site is graded, seeded and stabilized as shown in Section 2.1 site plan, grading and landscape drawings.

ARTICLE III MARKETING AND SITE REDEVELOPMENT

3.1. The Right Place.

A. The parties agree that they shall work cooperatively with The Right Place to market the Site and that such marketing shall commence as soon after closing as it possible. Thunder Ventures shall, without cost to the City, the Authority, or The Right Place, obtain any brochures, surveys, Site details and other marketing materials as The Right Place shall reasonably request.

B. No party or any other person shall list the Site or any portion of the Site with any realtor or real estate broker unless Thunder Ventures and the Authority shall first agree in writing. Instead, the parties shall initially rely on the efforts of The Right Place to market the Site. However, the parties agree that realtors should be "protected" so they are paid a commission for purchasers they may secure who are approved by the Authority and Thunder Ventures and who close on the purchase of the property that is part of the Site.

3.2. Desired Uses and Users.

A. For the portions of the Site lying south of 36th Street, the parties agree that they are seeking one or two large industrial companies or an anchor industrial company with a number of its suppliers to redevelop and occupy the Site. An acceptable party to redevelop or occupy any portion of the Site must, in addition, agree to pay what the City Council, the Authority Board, and The Right Place staff all agree is a "living wage" level of total compensation to its employees, must be a industry that does not emit odors or noises that would be greater than those emitted by the former GM plant on the Site, and that has a plan for use of the Site that is generally compatible with and will not be unduly disruptive to surrounding land uses.. The most desirable persons or entities to redevelop or occupy the Site are those engaged in advanced manufacturing and that will fully utilize the available rail siding, highway access, major street access, utility lines and other infrastructure.

B. The portion of the Site lying north of 36th Street could be separately conveyed to one or more persons or entities who may use that portion of the Site for one or more offices, medical offices, restaurants and/or other commercial uses, particularly uses that support those to be made

of the portion of the Site lying south of 36th Street. For these reasons, unless the parties shall otherwise first agree in writing, the portion of the Site lying north of 36th Street shall not be promised to any party until a significant part of the portion of the Site lying south of 36th Street is committed for a particular redevelopment project.

C. Unless the parties shall otherwise mutually agree in writing following action by the City Council and the Authority Board, after consultation with The Right Place, no portion of the Site shall be conveyed or promised to any person or entity except those meeting the criteria in this Article.

3.3. Approval of Sales or Conveyances.

A. Until March 31, 2015, or if MLC's remediation efforts reasonably preclude redevelopment by Thunder Ventures or a third party of significant portions of the Site until after September 30, 2013, until March 31, 2016, no portion of the Site may be conveyed to any other party without Thunder Ventures prior written approval. During such time period, Thunder Ventures may work with any prospective purchaser to attempt to enter into an agreement to lease a built-to-suit or other facility to the purchaser. Neither the City nor the Authority will work with, refer any prospective purchaser to, or have any relationship with any other party to provide such services for any portion of the Site. This shall not prevent any prospective purchaser from building its own facility or making its own arrangements with another party to own the site and lease to the purchaser or build the needed facility for the purchaser.

B. All sales or conveyances shall be approved by the Authority and Thunder Ventures as provided below.

(1) The user of the affected portion(s) of the Site will meet the criteria in the preceding Section 3.2 for the most desirable user. ?????If the Authority Board also agrees, it will be acceptable to meet the criteria or an acceptable user as provided in Section 3.2.?????

(2) Any acquisition will only be of the portion of the Site reasonably needed to accommodate a particular project where the ultimate grantee/occupant has a binding commitment to occupy the Site with a use, site lay-out, construction quality and aesthetics, operations, employment levels and conditions, and other project details reasonably acceptable to the City and the Authority.

(3) The proposed project's layout, design, building appearances, etc., will require approval by the City's Planning Commission and other bodies as provided in applicable City ordinances. Such approvals shall occur before closing.

(4) The proposed project must be compatible with other uses of any portion of the Site and nearby property and with any other reasonably likely uses of any portion of the Site and nearby property.

(5) The portion conveyed will revert to the Authority if not used for the approved proposed project within the time frame specified in the conveying documents.

(6) Any conveyance shall occur without out of pocket costs to the City. So all transfer taxes, title insurance, surveys, inspections, environmental due diligence, closing costs, brokerage or marketing fees or commissions, and other expenses incurred in all approves sales and leases of any portion of the Site will be paid out of sales or leasing proceeds.

(7) By this Agreement, except as specifically provided in subsection 3.3.B (1) above, the Authority is authorizing its designated representatives to approve any sale and

conveyance and the terms thereof. The City, by executing this Agreement, is authorizing the Authority's designated representatives to also act on the City's behalf though the City does not need to approve of any sale except as otherwise provided herein.

(8) While the parties value a return on investment, if, after consultation with The Right Place, in the determination of the Authority and Thunder Ventures it seems advantageous to the redevelopment goals of the parties, particularly if the user will be a most desirable user as described in Section 3.2, the sale or conveyance can be made for less than fair market value upon such terms as the parties otherwise mutually agree to be acceptable.

C. Any amounts paid in consideration (net of any environmental site assessment, title insurance, survey, attorneys fees, transfer taxes or other costs incurred to negotiate, document or consummate the transaction) for any part of the Site that is acquired for redevelopment shall be allocated with 50% to Thunder Ventures and 50% to the Authority.

3.4. Reimbursements to Parties. Reimbursement to Thunder Ventures shall be as provided in the subsections to this Section. In addition, the parties recognize that the Authority's ownership of the Site will make it exempt from *ad valorem* real and personal property taxes. Accordingly, the City will lack any funds to grant to the Authority to perform the various obligations it will have under this Agreement, to provide the staff and in kind services to the Authority that are required to fulfill the Authority's obligations under this Agreement, to pay for the Authority's administration, to provide space or computers or other equipment to support the Authority and its functions, etc. The Authority will therefore retain a portion of all revenues captured under the Brownfield Plan to reimburse itself for those costs and will enter into a contract with the City to provide the needing administration and other services in accordance with Act 381.

A. The parties intend that the Brownfield Plan will provide for reimbursement to Thunder Ventures of the net costs (*i.e.*, those in excess of steel and other salvage value, grant proceeds if any, and any payments received from by MLC or related parties) Thunder Ventures incurs for demolition, environmental remediation, site preparation, including construction management fees of 10 % of such costs and other costs reimbursable from tax increment revenues captured pursuant to the Brownfield Plan and approved Act 381 work plan(s). For example, if Thunder Ventures pays a total of \$12 million to acquire the Site, to demolish the buildings and structures, to grade and otherwise prepare the Site and to perform the remedial obligations required of Thunder Ventures, including its construction management fee, but receives \$9 million for the salvaged materials and grant proceeds of \$1 million for demolition costs, Thunder Ventures could be reimbursed up to \$2 million under the Brownfield Plan from tax increment revenues generated from the Site. All requests for reimbursement shall be certified by Thunder Ventures and fully supported by copies of detailed explanations, receipts, invoices, etc. as may be reasonably required by the Authority and/or the City.

B. Thunder Ventures shall retain all records related to the Site and any work done on to benefit the Site and any costs incurred or payments made that are related to the Site for a minimum of 7 years. Upon request, Thunder Ventures shall supply to the Authority all documentation needed to verify the costs, receipts, and other amounts referred to in the preceding paragraph (2). The Authority may audit Thunder Ventures records to verify any claims for reimbursement or for payment of other amounts under this Agreement and Thunder Ventures shall fully comply with any such audit(s). If the audit discloses a discrepancy of 3% or more, Thunder Ventures shall reimburse the Authority for the cost of the audit. If any discrepancy is less than 3%, the Authority shall pay for the audit.

C. Any reimbursements made under the Brownfield Plan and Reimbursement Agreement shall provide that the Authority and Thunder Ventures shall equally share the first tax increment funds collected each year until the Authority receives the total amount of administrative costs it is allowed to recover under the Brownfield Plan, any Act 381 work plans and the Reimbursement Agreement. Thereafter, all funds shall be used to reimburse Thunder Ventures as provided in those same documents and this Agreement.

3.5. Economic Development Incentives.

A. The parties will coordinate with The Right Place, the MEDC, the MEGA, the EPA, the MDNR-E and other governmental officials, agencies and entities to provide economic development incentives to redevelop the Site.

B. The City and the Authority will consider tax abatements, brownfield tax increment financing under Act 381, and other local incentives. The City and the Authority will seek or support grants, low interest loans and other incentives. It will support applications for tax credits. Finally, the City and the Authority will support legislative and regulatory changes as may be appropriate and desirable on a project-by-project basis to provide incentives for the redevelopment of all or appropriate portions of the Site. The City's and the Authority's consideration and level of support will depend on upon the type and timing of the proposed redevelopment, the anticipated tax base to be created, the overall benefits and costs to the City and other taxing units, the services required from the City such as water and sanitary sewer usage and the number and types of jobs created and compensation to be paid those working on the Site. The City and the Authority may also take into consideration other factors they deem important such as how "green" the proposed redevelopment will be.

C. The City and/or the Authority will make reasonably needed public road, public sidewalk, public water, public sanitary sewer, public storm water and other infrastructure improvements to the Site with funds from state or federal grants or loans, Act 381 tax increment financing, or other sources (but not including any general funds, designated funds, or enterprise funds) provided such infrastructure is to support a project the City and the Authority have approved as provided in this Agreement.

ARTICLE IV
MISCELLANEOUS

4.1. Designated Representatives. The City and the Authority agree that the City Manager and Deputy City Manager of the City are their designated representatives for purposes of communications under this Agreement. Thunder Ventures designates Christopher Brochert, as its designated representative for purposes of communications under this Agreement.

4.2. Governmental Discretion. Nothing in this Agreement shall in any way limit the exercise of discretion by the City's zoning or building officials, City engineer, City review team members, City Planning Commission, City Zoning Board of Appeals, City Council, other City officials or the Authority Board. All those officials and bodies are to exercise such discretion in the best interests of the City as provided under applicable laws, rules, regulations, City Charter or ordinance provisions, or City policies with respect to giving any approvals that may be required under this Agreement. In their review of any such requests for approvals they shall all act with the care required of them as they perform their duties under those laws, rules, regulations, City Charter or ordinance provisions, or City policies.

4.3. Remedies.

A. Remedies may be exercised together or separately and the exercise of one or more remedies shall not preclude the subsequent exercise of other remedies.

B. The parties agree that some legal remedies may be inadequate and that equitable remedies are more appropriate. The parties agree that any breach of this Agreement causes irreparable harm to non-breaching parties.

C. To the extent permitted by law, the parties agree that the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this Agreement shall be solely in the state courts in Kent County, Michigan.

D. To the extent permitted by law, the parties agree that in any action brought pursuant to, arising from or to enforce any provision of this Agreement the prevailing party shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

E. The parties may, by written agreement with the Mayor and the City Manager acting on behalf of the city and the Authority, agree to a one-time extension of a deadline of up to 60 days. Otherwise, after approval by the City Council and the Authority Board, any deadline in this Agreement may be extended to whatever date is then agreed upon by Thunder Ventures.

4.4. Entire Agreement. This is the entire agreement among the parties or any of them with respect to its subject matter. It supersedes and replaces any prior or contemporaneous agreements whether written or verbal, express or implied. It may not be amended except by a writing signed by all the parties after approval by their respective governing bodies.

4.5. Interpretation. All parties had input into the drafting of this Agreement and all had the advice of legal counsel before entering into this Agreement. Therefore, this Agreement shall be construed as if mutually drafted. The captions are only for reference and shall not affect the interpretation of this Agreement. However, the recitals are an integral part of this Agreement. Several copies of this Agreement may be signed, but they shall all constitute only one agreement. A copy of this Agreement may be used as an original in any action or proceeding involving this Agreement. Whenever an officer is mentioned by title in this Agreement, it shall be construed as meaning that officer or his/her designee or, if the office is abolished or duties transferred to another officer, to the officer to whom such duties are assigned.

4.6. Notices. Notices shall be complete when delivered by personal delivery, by courier or delivery service (such as UPS, FedEx or other service) or by certified mail, return receipt requested to the parties' respective designated representatives at the addresses first written above. If any party refuses to accept delivery when presented, delivery shall be deemed to have occurred at the time of such refusal.

4.7. 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 all the other parties following action by their respective governing bodies. Such authorization shall not be unreasonably withheld, delayed or conditioned. This Agreement shall 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.

4.8. Further Documents. Should further documentation reasonably be needed to effectuate the provisions and intent of this Agreement, each party agrees to execute and deliver such further documents as are reasonably needed without undue delay or conditions.

4.9. Recording. A copy of this Agreement or a memorandum of this Agreement may be recorded with the Kent County Register of Deeds by and at the expense of any party wishing to do so. If requested by any party, the other parties shall cooperate in preparing and executing such a memorandum for recording in a form reasonably acceptable to all parties.

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

THUNDER VENTURES, LLC

STATE OF MICHIGAN
COUNTY OF _____

By: _____
Christopher Brochert, Member

On _____, 2011, _____, who is personally known to me or who presented a driver's license as identification, appeared before me and signed this document on behalf of Thunder Ventures LLC.

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

CITY OF WYOMING

STATE OF MICHIGAN
COUNTY OF KENT

By: _____
Jack Poll, Mayor

On _____, 2011, Jack Poll and Heidi Isakson, who are personally known to me as the Mayor and Clerk, respectively, of the City of Wyoming, Michigan, appeared before me and acknowledged their signatures on behalf of that city.

By: _____
Heidi Isakson, Clerk

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

BROWNFIELD REDEVELOPMENT
AUTHORITY OF THE CITY OF WYOMING

STATE OF MICHIGAN
COUNTY OF KENT

By: _____
Edward DiEnno, Chair

On _____, 2011, Edward DiEnno and Barbara VanDuren, who are personally known to me as the Chair and Secretary, respectively, of the Brownfield Redevelopment Authority of the City of Wyoming, Michigan, appeared before me and acknowledged their signatures on behalf of that authority.

By: _____
Barbara VanDuren, Secretary

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

Drafted by:
Scott G. Smith
Clark Hill PLC
200 Ottawa Ave, NW, Suite 500

When recorded, return to:
Scott G. Smith
Clark Hill PLC
200 Ottawa Ave, NW, Suite 500
Grand Rapids, MI 40503

Grand Rapids, MI 40503

No transfer tax is due for this document because no interest in real property is conveyed by this document.

EXHIBIT A
SITE LEGAL DESCRIPTION

BROWNFIELD REIMBURSEMENT AGREEMENT

This Brownfield Reimbursement Agreement is made as of _____, 2011, among the CITY OF WYOMING, a Michigan municipal corporation, with offices at 1155 28th Street SW, Wyoming, MI 49509 (the “**City**”), the CITY OF WYOMING BROWNFIELD REDEVELOPMENT AUTHORITY (the “**Authority**”), a public body corporate, with offices at 1155 28th Street SW, Wyoming, MI 49509; and THUNDER VENTURES, LLC, a Michigan limited liability company with offices at 6755 Daly Road, West Bloomfield, MI 48322 (“**Thunder Ventures**”).

RECITALS

A. The Authority was created by the City pursuant to the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended (“**Act 381**”), and, pursuant to Act 381, the Authority has prepared an amendment to its Brownfield Plan to include the Property (as defined below) which was duly approved by the City Council on March 21, 2011 following a public hearing on that same date (the “**Brownfield Plan**”).

B. In accordance with a Development Agreement entered into between the Authority, Thunder Ventures and the City, the Authority will own the property at 300 36th Street, SW (Parcel #41-17-24-201-007), 3838 Clay Avenue, SW (Parcel #41-17-24-178-007), a portion of 229 36th Street, SW (Parcel #41-17-13-455-049) and a portion of 301 36th Street, SW (Parcel #41-17-13-455-050), in the City of Wyoming, which is described in the Brownfield Plan attached as Exhibit A (the “**Property**”), which is deemed to be a “facility” as defined by Part 201 of Michigan’s Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.20101 *et seq.*, as described in the Brownfield Plan, and is therefore “eligible property” under Act 381 and is therefore commonly referred to as a “brownfield.”

C. Provided it obtains any needed approvals from the State of Michigan, the City and others, in accordance with the Development Agreement, Thunder Ventures plans to demolish above-grade structures and utilities, undertake environmental response activities and conduct site preparation on the Property to facilitate redevelopment and reuse of the Property (the “**Eligible Activities**”), which will increase the tax base for the City, provide new jobs and otherwise enhance the economic vitality of the City.

D. Thunder Ventures will incur costs to complete the Eligible Activities, as defined by Act 381, on the Property as more fully described in the Brownfield Plan (“**Eligible Costs**”).

E. Thunder Ventures expects to create temporary construction jobs in connection with the Eligible Activities. Thunder Ventures acknowledges that the City and the Authority have relied on the investment of the Eligible Activities as consideration for the benefits extended under this Agreement.

F. In accordance with Act 381 and the Brownfield Plan, the parties desire to use all the property tax revenues that are generated from “local taxes” and “taxes levied for school operating purposes”, as defined by Act 381, levied on the increase in the taxable value of the Property resulting from the Eligible Activities (“**Tax Increment Revenues**”) to reimburse Thunder Ventures for Eligible Costs it incurs in redeveloping the Property. The parties are entering into this Agreement to establish the conditions and the procedure for such reimbursement from Tax Increment Revenues.

TERMS AND CONDITIONS

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

1. Brownfield Plan. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of the Brownfield Plan control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, Act 381 controls.

2. Demolition and Site Preparation. Thunder Ventures shall proceed with due care and diligence to undertake and complete the Eligible Activities resulting in the Eligible Costs, all in accordance with this Agreement, the Development Agreement, the Brownfield Plan, and all applicable laws, rules, regulations, permits, orders, and directives of any official or agency of competent jurisdiction. By agreement of the parties, the scope of the public infrastructure improvements, as described in the Brownfield Plan, may be amended, provided such amendment does not violate the terms of the Brownfield Plan or any associated Act 381 work plan approved by the State of Michigan.

(a) The City and the Authority are entering into this Agreement only to provide some incentives for the completion of the Eligible Activities.

(b) The parties agree that this Agreement and the Tax Increment Revenues collected and distributed pursuant to the Brownfield Plan are intended to fund only the Eligible Costs, the Authority's administrative expenses and the City's Local Site Remediation Revolving Fund.

3. Capture of Taxes. The City shall, during the term of this Agreement, collect all Tax Increment Revenues from the Property and transmit the Tax Increment Revenues to the Authority for use only as provided in this Agreement.

4. Administrative Expenses. The parties agree that the Authority and Thunder Ventures shall equally share the first Tax Increment Revenues collected each year until the Authority receives the total amount of administrative expenses it is allowed to recover under the Brownfield Plan, Act 381 and any associated Act 381 work plan. Thereafter, all funds shall be used to reimburse Thunder Ventures as provided below.

5. Scrap Material. The parties agree that the metal and scrap material resulting from the Eligible Activities on the Property may have considerable value. The parties agree that Thunder Ventures may retain any funds or credits it receives from the sale and removal or other off-site disposal of such metal and scrap material and that such funds or credits shall be deducted from the total amount of Eligible Costs for which Thunder Ventures seeks reimbursement under this Agreement. Thunder Ventures shall seek to sell the metal and scrap material to the highest possible bidder and shall provide the Authority with quotes, estimates and other documentation to verify compliance with this paragraph 5.

6. Submission of Costs.

(a) For those Eligible Costs for which Thunder Ventures seeks reimbursement from the Authority, Thunder Ventures shall submit to the Authority such of the following as may be required by Authority representatives:

- (1) a written statement detailing the costs,
- (2) a written explanation as to why reimbursement is appropriate under the Brownfield Plan and this Agreement,
- (3) copies of invoices from the consultants, contractors, engineers, attorneys or others who provided such services,
- (4) copies of waivers of liens by the contractors, subcontractors and material suppliers;
- (5) if, not already submitted, copies of the contract with the contractor or supplier providing the services or supplies for which reimbursement is sought;
- (6) a statement from the engineer and project manager overseeing the work recommending payment;
- (7) any other information which may be required by state authorities or reasonably required by the Authority.

(b) The parties agree that Thunder Ventures shall only seek reimbursement for its actual costs to perform the Eligible Activities, in accordance with the Development Agreement, and that such costs may be offset by funds or credits received for the sale of metal or scrap material in accordance with paragraph 5 above, or funds received by Thunder Ventures through grants or other sources.

7. Payments. Payments to Thunder Ventures shall be made as follows:

(a) Within 45 days of its receipt of the materials identified in paragraph 5 above, the Authority shall decide whether the payment request is for Eligible Costs and whether such costs are accurate. If the Authority determines all or a portion of the requested payment is for Eligible Costs and is accurate, it shall see that the portion of the payment request that is for Eligible Costs and is accurate is processed as provided in subparagraph (b) below. If the Authority disputes the accuracy of any portion of any payment request or that any portion of any payment is for Eligible Costs, it shall notify Thunder Ventures in writing of its determination and the reasons for its determination. Thunder Ventures shall have 28 days to address the reasons given by the Authority and shall have an opportunity to meet with the Authority's representatives or, if the Authority Board consents, to meet with the Authority's Board to discuss and resolve any remaining dispute. In doing so, Thunder Ventures shall provide the Authority a written response to the Authority's decision and the reasons given by the Authority. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in paragraph 8 below.

(b) Once it approves any request for payment as Eligible Costs and approves the accuracy of such costs, the Authority shall pay to Thunder Ventures the amounts for which submissions have been made pursuant to paragraph 5 of this Agreement within 30 days after the Authority receives Tax Increment Revenues from which the submission may be wholly or partially paid. If a partial payment is made by the Authority because of insufficient Tax Increment Revenues, the Authority shall make additional payments toward the remaining amount within 30 days of its receipt of additional Tax Increment Revenues until all of the amounts for which submissions have been made have been fully paid to Thunder Ventures, or the repayment obligation expires, whichever occurs first. The Authority shall only be obligated to reimburse Thunder Ventures to the extent of available Tax Increment Revenues that are funded with property taxes paid by the owner of the Property.

(c) The repayment obligation under this Agreement shall expire upon the payment by the Authority to Thunder Ventures of all amounts due Thunder Ventures under this Agreement or on December 31, 2045, whichever occurs first.

(d) The amount to be reimbursed under this Agreement is subject to the following:

(1) The maximum amount to be reimbursed under this Agreement, including contingencies, is \$9,989,200.00.

(2) In no case shall the total amount paid to Thunder Ventures exceed the total amount of Eligible Costs (not to exceed \$9,989,200.00). Thunder Ventures may appeal any decision of the City or the Authority to the Kent County Circuit Court.

8. Dispute As To Eligible Costs. If there is a dispute over whether a cost submitted by Thunder Ventures is an Eligible Cost, the dispute shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a knowledgeable professional, then the City and the Authority shall together choose an independent knowledgeable professional and Thunder Ventures shall choose an independent knowledgeable professional to review the Authority's decision. If and to the extent that the two knowledgeable professionals so selected agree that costs submitted are eligible, then Thunder Ventures shall be reimbursed those costs in accordance with

this Agreement. The fees for the professionals contemplated by this paragraph shall be reimbursed with Tax Increment Revenues.

9. Adjustments. If, due to an appeal of any tax assessment or reassessment or any other reason, the Authority is required to reimburse any Tax Increment Revenues, the Authority may deduct the amount of any such reimbursement from any amounts due and owing Thunder Ventures or, if all amounts due Thunder Ventures under this Agreement have been fully paid, the Authority may invoice Thunder Ventures for the amount of such reimbursement and Thunder Ventures shall pay the Authority such invoiced amount within 30 days of Thunder Ventures' receipt of the invoice from the Authority. Nothing in this agreement shall limit the right of Thunder Ventures to appeal any tax assessment.

10. Obligation to Fund Eligible Activities. Thunder Ventures shall pay for the Eligible Costs with its own funds and receive reimbursement for the Eligible Costs from the Authority by available Tax Increment Revenues. It is anticipated that there will be sufficient available Tax Increment Revenues to pay for all Eligible Costs under this Agreement. However, if for any reason Tax Increment Revenues generated from the Improvements do not result in sufficient revenues to satisfy such obligations, Thunder Ventures agrees and understands that it will have no claim or further recourse of any kind or nature against the City or the Authority, and Thunder Ventures shall assume full responsibility for any such loss or costs.

11. Indemnification. Thunder Ventures shall defend, indemnify, and hold the City and the Authority, and their agents, representatives, and employees, harmless from any loss, expense (including reasonable legal counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property as a result of the Eligible Activities from and after the date of this Agreement.

12. Miscellaneous.

(a) This is the entire agreement between the parties as to its subject. It shall not be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

(b) This Agreement and the rights and obligations under this Agreement are unassignable and non-transferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties.

(c) This Agreement shall terminate when all reimbursements required under this Agreement have been made or upon the expiration of the obligation to make such reimbursements, whichever occurs first.

(d) To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this Agreement shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

(e) Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, three business days after mailing.

CITY OF WYOMING

By: _____
Jack Poll, Mayor

By: _____
Heidi Isakson, Clerk

Date signed: _____, 2011

**CITY OF WYOMING BROWNFIELD
REDEVELOPMENT FINANCE
AUTHORITY**

By: _____
Edward DiEnno, Chair

By: _____
Barbara VanDuren, Secretary

Date signed: _____, 2011

THUNDER VENTURES, LLC

By: _____
Christopher Brochert, Member

Date signed: _____, 2011

DECLARATION OF RESTRICTIVE COVENANT AND ACCESS EASEMENT

The current owner of the Property described herein, Motors Liquidation Company, the principal business address of which is _____, _____, _____, ("MLC"), is recording this document to notify parties that the Property described herein is a "facility" under applicable state law and to restrict activities on and uses of the Property described herein.

Background

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made and recorded with the Kent County Register of Deeds to protect the public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property located at 299, 300 and 301 36th Street, SW, Wyoming, Kent County, Michigan which is legally described on the attached Exhibit 1(the "Property").

Substances have been found in soils and groundwater on the Property at levels that exceed the unrestricted residential criteria under Part 201 of Michigan's Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("NREPA"), MCL 324.20101 *et seq.* ("Part 201") and the rules promulgated pursuant thereto and the Property is listed on the Michigan Department of Natural Resources and the Environment's ("MDNRE") Part 201 Site List under the site name "General Motors - CPC Metals"and MDNRE Part 201 site identification number 41000115.

It is recommended that prospective purchasers or users of the Property undertake all appropriate inquiry under applicable state and federal laws prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 20107a of the NREPA, MCL 324.20107a.

This Restrictive Covenant is not currently required by any governmental agency. However, environmental site assessments are underway and remedial actions have been undertaken and will continue to occur to address environmental conditions on the Property. It is believed that the MDNRE or its successor agency will require restrictive covenants that are in addition to or different than this Restrictive Covenant or that, following completion of the site assessments and/or remedial work conditions on the Property may require and/or allow different restrictive covenants. Therefore, there may be additions to or other modifications of this Restrictive Covenant and any subsequent owner or party in interest in the Property is deemed to have consented to such additions and other modifications as may either be required by governmental agencies of competent jurisdiction and/or are deemed by the current owner, Motors Liquidation Company, to be needed given the Property's condition.

Definitions

"MDNRE" means the Michigan Department of Natural Resources and Environment, its successor agencies or entities, and those persons or entities acting on its behalf.

"Owner" means at any given time the then current title holder of the Property or any portion thereof.

All other terms used in this document which are defined in Part 3 of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules ("Part 201 Rules"), 1990 AACS R 299.5101 *et seq.*, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Rules, as of the date of filing of this Restrictive Covenant.

Declaration of Land Use or Resource Use Restrictions and Easement Retention

MLC declares and covenants that the Property shall be subject to the following restrictions and conditions:

1. The Property may be use only commercial and industrial uses. No residential use may be made of the Property.
2. No wells or other devices to extract groundwater for consumption, irrigation, or any other use, except for wells and devices that are intended for environmental assessment or monitoring or that are part of a MDNRE-approved response activity, may be drilled, constructed or placed in or on the Property. Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted 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, and federal environmental laws and regulations including, but not limited to, Part 201 of the NREPA.]
3. The Owner shall prohibit activities on the Property that (i) may interfere with any environmental assessment, monitoring or remedial activities on the Property as may be required by the MDNRE or by reasonable prudence or (ii) may interfere with the integrity, operation or maintenance of any environmental remedy on the Property. However, to the extent feasible, any permanent or long term wells or other monitoring devices and any remedies shall be designed and undertaken in a manner so as not to unreasonably interfere with the redevelopment and reuse of the Property in accordance with this Declaration.
4. The Owner shall not remove, cover, obscure, or otherwise alter or interfere with the permanent markers placed on the Property if required by the MDNRE. The Owner shall keep vegetation and other materials clear of the permanent markers to assure that the markers are readily visible.
5. The Owner shall manage all soils, media and/or debris located on the Property in accordance with the applicable requirements of Section 20120c 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.
6. The Owner grants to the MDNRE and its designated representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with any approved work plans, remedial action plans or other plans for remedying environmental conditions on the Property, including the right to take samples, inspect the operation of the response activities and, inspect any records relating thereto, and to perform any actions necessary to maintain compliance with, Part 201 and the applicable plan.
7. MLC hereby retains an easement over, on and in the Property for the purposes of sampling and analyzing soils and groundwater and conducting environmental remedial activities in, on and under the Property until such time as the MDNRE determines that MLC's access to the Property is no longer needed. This easement may be assigned by MLC to a successor or assigned who has any responsibility for completing such environmental work with respect to the Property. However, to the extent feasible, any permanent or long term wells or other monitoring devices and any remedies shall be designed and undertaken in a manner so as not to unreasonably interfere with the redevelopment and reuse of the Property in accordance with this Declaration. This easement shall terminate when the MDNRE determines that no more monitoring of the soils or groundwater on the Property is needed. The Owner shall have the right to seek such a determination from the MDNRE at any time.
8. Any redevelopment of the Property shall require the construction and installation of vapor intrusion barriers for any building or other enclosed structure that will be occupied by any persons for

any purposes. Any persons excavating soils or working in trenches or underground shall be notified of possible hazardous vapors and advised to take appropriate precautions.

9. The Owner shall provide notice to the MDNRE of the Owner's intent to transfer any interest in the Property at least 14 business days prior to consummating the conveyance. 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 applicable provisions of Section 20116 of the NREPA. The notice required to be made to the DNRE under this Paragraph shall be made to: Chief, Remediation Division, Michigan DNRE, P.O. Box 30426, Lansing, Michigan 48909-7926; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant, DNRE Site Reference Number 41000115. 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.

8. This Restrictive Covenant shall run with the Property and shall be binding on the Owner; future owners; and all current and future successors, lessees, easement holders, their assigns, and their authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant may only be modified or rescinded with the written approval of the DNRE.

Enforcement

The State of Michigan, through the MDNRE, MLC and the Owner may enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

Severability

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

Modification

This Restrictive Covenant is made for the benefit of the general public and subsequent owners and operators of the Property and is not intended for the benefit of MLC or its successors or assigns. Therefore, any subsequent owner of the Property may petition the MDNRE for modification of any provision of this Restrictive Covenant and such modifications may be made if approved by the MDNRE without any approval or consent of MLC or its successors or assigns. However, the easement retained by MLC will be terminated only as provided in paragraph 7 of this Restrictive Covenant or as may be provided by an amendment or modification of paragraph 7 that is approved, signed and recorded by MLC (or its successor or assigns), the MDNRE and the Owner.

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

[NOTE: *Legal description and parcel identification number(s) of the Property.*]

EXHIBIT 2

SURVEY OF THE PROPERTY

[Surveys identifying and clearly delineating and graphically depicting the spatial extent of all restricted areas in relation to the Property boundaries and the key features of the response activity, including monitoring wells and permanent markers if required; and provide a legal description of the restricted areas of the Property.]

03/21/2011
Manager/KV

RESOLUTION NO. _____

A RESOLUTION APPROVING A DEMOLITION PLAN,
LANDSCAPING PLAN AND CONCEPTUAL SITE PLAN FOR
THE GM SITE REDEVELOPMENT PROJECT
IN ACCORDANCE WITH SECTION 90-509 OF THE ZONING ORDINANCE

WHEREAS, in accordance with Section 90-509 of the Wyoming Zoning Ordinance, at its meeting of March 16, 2011, the Wyoming Planning Commission reviewed the demolition plan, landscaping plan and conceptual site plan submitted by Lormax Stern for the GM Site Redevelopment project in the City, copies of which are attached hereto; and

WHEREAS, after its review, the Planning Commission suggested that the following conditions be imposed prior to City Council approval:

1. The demolition plan, as described by the narrative and site maps provided by Lormax Stern, shall be adhered to. Substantial departure from the demolition schedule and process identified will require reauthorization from the City Council.
2. All access to and from the site shall be from 40th Street providing access to 44th Street and US 131.
3. Fire Department approval is required for any fire hydrant disconnects. Proper Fire Department accessibility will be maintained at all times. The office sprinkler system shall remain functional, though may remain turned off, until demolition of this area has commenced.
4. Engineering Department approval is required for final grading, soil erosion control, utilities and storm water management. Lormax Stern shall provide the Engineering Department survey witness locations for all existing utilities on site. All water, sanitary and storm utilities no longer functioning within the site shall be cut and capped at the property line.

WHEREAS, subject to the four conditions listed above, the Planning Commission has accepted the proposed demolition plan, landscaping plan and conceptual site plan and has recommended those plans for City Council approval.

NOW, THEREFORE, it is resolved as follows:

1. In accordance with Section 90-509 of the Wyoming Zoning Ordinance, the City Council approves the demolition plan, landscaping plan and conceptual site plan submitted by Lormax Stern for the GM Site Redevelopment project in the City, subject to the following conditions as recommended by the Planning Commission:
 - a. The demolition plan, as described by the narrative and site maps provided by Lormax Stern, shall be adhered to. Substantial departure from the demolition schedule and process identified will require reauthorization from the City Council.

b. All access to and from the site shall be from 40th Street providing access to 44th Street and US 131.

c. Fire Department approval is required for any fire hydrant disconnects. Proper Fire Department accessibility will be maintained at all times. The office sprinkler system shall remain functional, though may remain turned off, until demolition of this area has commenced.

d. Engineering Department approval is required for final grading, soil erosion control, utilities and storm water management. Lormax Stern shall provide the Engineering Department survey witness locations for all existing utilities on site. All water, sanitary and storm utilities no longer functioning within the site shall be cut and capped at the property line.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

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 the 21st day of March, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachment

Resolution No. _____



MAYOR
Jack A. Poll

AT-LARGE COUNCILMEMBER
Sam Bolt

AT-LARGE COUNCILMEMBER
Dan Burrill

AT-LARGE COUNCILMEMBER
Kent Vanderwood

1ST WARD COUNCILMEMBER
William A. VerHulst

2ND WARD COUNCILMEMBER
Richard K. Pastoor

3RD WARD COUNCILMEMBER
Joanne M. Voorhees

CITY MANAGER
Curtis L. Holt

March 16, 2011

Ms. Heidi A. Isakson
City Clerk
Wyoming, MI

Subject: Request for Demolition Plan and Conceptual Site Plan Approvals for the GM Stamping Plant.

Recommendation: To approve the subject request.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at their regular meetings on March 15, 2011. Staff had the following comments:

In October 2010, the City Council adopted a Zoning Code amendment applying to auto plant properties. This ordinance requires City Council approval, with recommendation from the Planning Commission, for the demolition, use or reuse of any portion of the property.

The petitioner proposes to remove essentially all buildings and tanks located between 36th Street, Buchanan Avenue, 40th Street and the railway. The properties north of 36th Street, and west of the railway, are not part of the demolition areas. The existing overhead catwalks across 36th Street and the railroad would be secured and retained for future use if needed. Approximately 2,000,000 square feet of buildings will be demolished. Demolition is anticipated to begin this Spring, to be completed by Fall of 2012. The building foundations will be removed to a depth of four feet. Funds are committed to address any groundwater or soil contamination remediation necessary, to be determined by the Michigan Department of Natural Resources – Environment. Remnant foundations will be filled by crushed aggregate from the demolitions. Fill is not anticipated to be brought in from off site. Proper site grading, with several storm water utility extensions, will be provided to appropriately manage water run-off. Bonds are secured to ensure the completion of the demolition. The existing landscaping along all street frontages will be retained and enhanced. The entire area will be fenced, with secured access gates.

This property will be aggressively marketed for redevelopment by Lormax Stern, the City of Wyoming and The Right Place. Targeted businesses include both national and international firms utilizing advanced manufacturing practices and

Stamping Plant property subject to conditions 1 – 4. Discussion followed.

There were questions raised by the Commissioners regarding the environmental cleanup process, the hours of operation for the demolition process and potential truck traffic. The petitioners responded that the environmental cleanup process will be extensive and closely monitored by the DEQ. They intend to hold a meeting to address any concerns by neighboring property owners, such as hours of operation, potential noise or added traffic. Most of the steel and other materials will be sent out by rail instead of trucks. The petitioners thanked the Planning staff for their work in expediting the approval process. Additional explanation regarding this proposal is provided in the Planning Commission minutes of March 15, 2011.

A vote on the motion carried unanimously. It was later noted that the references to plans in the motion did not correspond with the dates of the revised plans presented at the meeting.

A motion was made by Goodheart, supported by Bueche, to amend the prior motion to include approval of the overall site plan sheet 1 of 5 presented at the meeting as part of the approval, along with the landscaping plan presented at the meeting, with the condition of concurrence of the Engineering Department for the overall site map plan and removal of the dates of the plans in the original motion. Motion carried unanimously.

This amended motion effectively recommends the approval of the entire set of site plans, landscaping plan and conceptual plans presented at the meeting.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

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

NARRATIVE ADDENDUM TO PRELIMINARY SITE PLAN APPLICATION
FOR AUTO PLANT PROPERTY DEMOLITION PER DEVELOPMENT AGREEMENT AND ORDINANCE 90-509
(March 9, 2011)

Demolition will commence immediately following the projected closing date of April 1, 2011. Demolition activities will follow a well planned, phased and orderly process. Normally utilities are disconnected prior to the issuance of a demolition permit. However, because of the size, scope and complexity of this project, *utility disconnects* need to be completed at various during various phases of demolition. Certain utility services need to remain operational for the safe removal of asbestos and other materials and equipment, including hazardous materials, during remediation.

Maintaining the electric supply to the building until later is critical to insure a safe work environment and eliminate the need for loud gasoline powered generators which discharge exhaust fumes into the atmosphere and inside the building. In addition, the existing wastewater treatment facility must remain in operation to continue discharging treated water into the city sewer system until most site work has been completed. Finally, municipal water will remain needed for fire protection, asbestos removal and dust control during demolition.

The first phase will include the removal of asbestos inside the existing building. Areas where asbestos abatement occurs will be isolated from other areas of the plant. Stringent state law and USEPA regulations regarding the removal of asbestos will be strictly adhered to ensure that asbestos **will not** be released into the atmosphere. Asbestos removal will not generate any outdoor dust. Both outdoor and indoor air monitoring is required to protect the safety of workers and surrounding neighbors. Asbestos removal work will be performed by an experienced abatement contractor employing licensed and fully trained asbestos remediation technicians.

At the same time asbestos abatement activities are conducted in separate isolated areas, other hazardous materials and debris *in other areas* will be removed by workers trained in the removal, handling and disposal of hazardous substances. Surfaces will be mechanically cleaned to remove contaminants. Water used in cleaning operations will be collected and treated in the existing on site waste water treatment system before being discharged into the sanitary sewers, as in the past. Recyclable materials such as batteries, computer monitors, smoke detectors, oil filled equipment, light ballasts, transformers, fluorescent bulbs, mercury switches, bulk chemicals and chlorofluorocarbons will be characterized, removed and legally recycled. Contaminated materials and debris that cannot be recycled will be disposed of at special landfills licensed to accept hazardous wastes. No outdoor dust will be generated during this phase.

Asbestos abatement and the removal of all hazardous materials is expected to be completed within to five to seven months. To reiterate, all abatement activities will be performed by specially trained workers experienced in the removal, handling and disposal of hazardous substances. Under strict state and federal laws every precaution is taken to insure the safety of neighbors and the general public. Scrapping of salvageable *uncontaminated material* will take place in both this phase and during the demolition phase.

The second phase will be the actual demolition of building facilities. Demolition at the main plant will commence at the south and west ends of the plant and proceed north and east until completed. Steel and other metals will

be removed and recycled. Basement walls will be demolished to at least 48" below grade. Materials which cannot be crushed and compacted for fill will be disposed of at a nonhazardous land fill. Prevention of the escape of dust from the Site will be accomplished by water sprayed and misted from existing hydrants. Concrete and asphalt remaining after demolition will be free of contaminants as required by federal and state law. Before any demolition activities begin, a soil erosion permit will be obtained incorporating best practices such as silt fencing and catch basin protection to prevent soil, mud and other debris from entering onto any adjacent roads.

The third phase will be Site grading. The existing basement, less the top 48 inches of basement walls which will be removed) will be filled and compacted with crushed concrete from floors slabs, footings, walls and other structure. This will ensure that future buildings, roads, parking lots and other future structural improvements can be built on the Site without further compaction or requiring extraordinary geotechnical soil stabilization measures. Newly created non-impervious land surfaces will be graded to direct storm water runoff into existing storm sewer structures to prevent ponding of standing water and migration of runoff onto adjacent properties. In connection therewith, temporary storm water detention/retention areas and swales and/or other temporary drainage structures may be utilized to convey surface water to existing drainage outlet structures until redevelopment occurs. It is anticipated that it will not be necessary to remove or import soils from or to the Site during grading operations.

The final phase will be Site landscaping. Additional trees and low maintenance ground cover plantings will be planted according to the landscape plan. Landscaping will be maintained by the existing irrigation system until new planting and vegetation has taken hold. Remaining seeded areas will be regularly mowed. A weed control program will be established until redevelopment occurs.

Demolition, grading and landscaping of the Site is expected to be completed in the Fall of 2012.

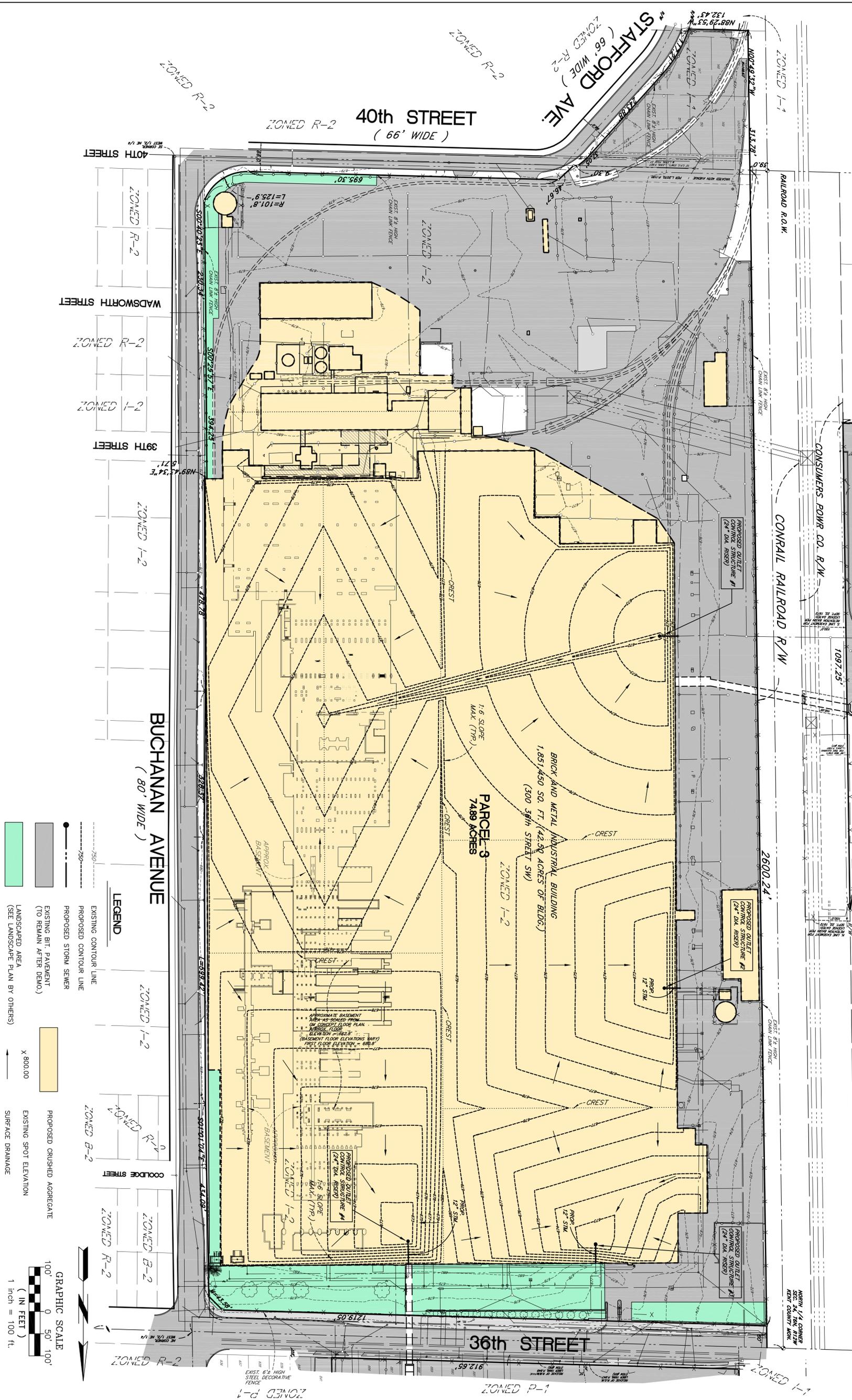
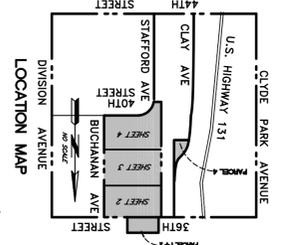
During and subsequent to demolition, the Site will remain fenced and secured. Additional fencing of approximately 3100 lineal feet will be installed at the east property line along Buchanan Street where the east wall of the plant is demolished which connects to existing fencing to the north and the south along Buchanan. Access will be limited to authorized contractors and governmental inspectors. Upon completion of demolition the security gate will be locked with access strictly limited to named representatives of the City and the Applicant and landscape maintenance contractor(s).

Remediation of remaining ground water contamination, if any, and remediation of soil contamination is the sole obligation of Motors Liquidation Company. This obligation is secured by TARP funds set aside in the General Motors bankruptcy. Over three million dollars has been appropriated and dedicated by the United States Treasury solely for site remediation at this Site pursuant to detailed work plans which first be approved by the Michigan Department of Natural Resources – Environment.

Arrangements are underway for the Site marketed for redevelopment jointly by the Applicant and the City of Wyoming, in conjunction with The Right Place. The focus will be on national and international advanced manufacturing and technology companies offering highly paid, living wage jobs. Primary consideration will be given to attracting one two large space users or a campus for a single mega user and its smaller suppliers in a manner similar to the Conceptual Site Plans submitted as part of this Application.

OVERALL SITE MAP

- GENERAL NOTES**
1. UNLESS OTHERWISE NOTED, ALL UNDERGROUND UTILITY LINES AND STRUCTURES ARE TO BE LEFT IN PLACE.
 2. EXCEPT AS NOTED, ALL DISTURBED AREAS SHALL BE STABILIZED WITH TOP SOIL AND SEEDING TO MATCH EXISTING CONDITIONS.
 3. INLET FILTERS SHALL BE PLACED OVER ALL CATCH BASINS WITHIN DISTURBED AREAS.
 4. ALL DEMOLISHED PAVEMENT AND CONCRETE SHALL BE CRUSHED AND USED FOR ON-SITE FILL MATERIAL. NO CRUSHED MATERIAL OR SOLS ARE TO BE REMOVED FROM THE SITE UNLESS REQUIRED BY STATE AND FEDERAL REGULATIONS.
 5. PROPOSED FINAL GRADES ARE APPROXIMATE AND WILL BE ADJUSTED AS NEEDED TO BALANCE THE SITE. NO FILL MATERIAL WILL BE BROUGHT FROM OFF-SITE.
 6. DRAINAGE AREAS SHOWN SHALL BE MAINTAINED REGARDLESS OF ACTUAL SURFACE ELEVATIONS. ALL DISTURBED AREAS SHALL BE GRADED TO DRAIN TO ON-SITE STORM SEWER STRUCTURES. NO DISTURBED AREA SHALL BE LEFT OPEN TO DRAIN TO ADJACENT PROPERTIES.
 7. ALL EXISTING LANDSCAPED AREAS AND PLANTS SHALL REMAIN IN PLACE TO THE MAXIMUM EXTENT POSSIBLE.
 8. THE VEHICLE ACCESS POINT ON 36TH STREET WILL REMAIN AS THE PRIMARY ACCESS POINT TO THE SITE.
 9. ALL EXISTING FENCING WILL REMAIN IN PLACE.
 10. SEE LANDSCAPING PLAN PREPARED BY OTHERS FOR DETAILED PROPOSED LANDSCAPING.
 11. SEE ADDITIONAL CONSTRUCTION NOTES ON SHEET 2 OF 5.



LEGEND

- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- PROPOSED STORM SEWER
- EXISTING BIT PAVEMENT (TO REMAIN AFTER DEMO.)
- LANDSCAPED AREA (SEE LANDSCAPE PLAN BY OTHERS)
- PROPOSED CRUSHED AGGREGATE
- EXISTING SPOT ELEVATION
- SURFACE DRAINAGE

GRAPHIC SCALE
 100' 0 50' 100'
 (IN FEET)
 1 inch = 100 ft.

CLIENT:
THUNDER VENTURES L.L.C.
 6755 DALY ROAD
 WEST BLOOMFIELD MI 48322

PROJECT NO.
 110019-S1

SHEET
 1 OF 5

PRELIMINARY POST DEMOLITION, SITE, GRADING & DRAINAGE PLAN FOR 300 - 36TH STREET SW
 PART OF SEC. 24, T6N, R12W
 CITY OF WYOMING, KENT CO., MI

Roosien & Associates
 SURVEYING AND ENGINEERING

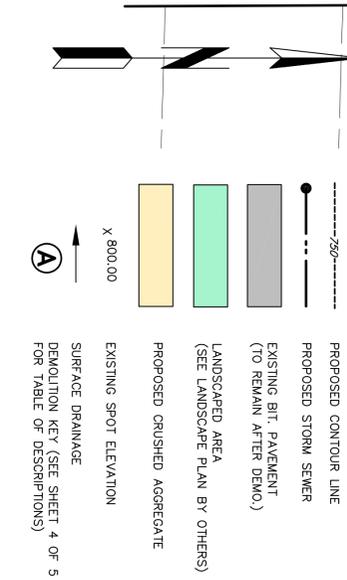
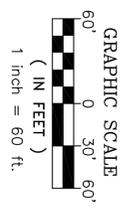
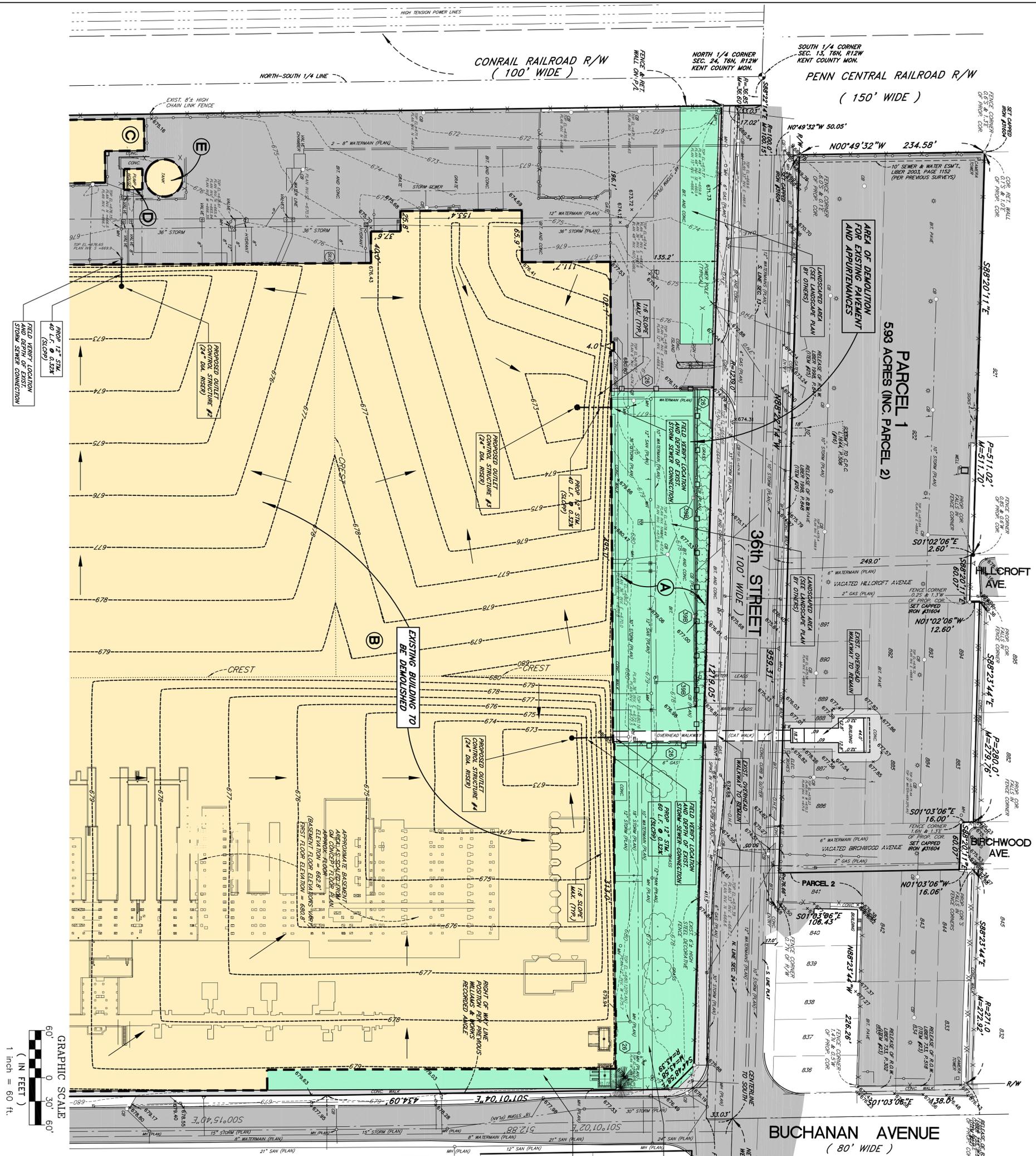
5055 PLAINFIELD AVE. NE TELE. (616) 361-7220
 GRAND RAPIDS, MI 49525 FAX (616) 361-1822



DRAWN BY: RJE
 APPROVED BY: PGH
 DATE: March 1, 2011
 REVISIONS: March 7, 2011

NO.	DATE	DESCRIPTION

811 - CALL BEFORE YOU DIG



BUCHANAN AVENUE
(80' WIDE)

COOLIDGE STREET

36th STREET
(100' WIDE)

PARCEL 1
593 ACRES (INC. PARCEL 2)

PARCEL 2

HILLCROFT AVE

BIRCHWOOD AVE

BUCHANAN AVENUE
(80' WIDE)

GENERAL NOTES

- A) ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, CODES, RULES AND REGULATIONS. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED BY STATE AND LOCAL AGENCIES RELATED TO SOIL EROSION AND SEDIMENTATION.
- B) ALL ITEMS OF WORK NOT COVERED BY THESE SPECIFICATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE OF MICHIGAN DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR CONSTRUCTION WHICH SHALL BE REFERRED TO AS THE STANDARD SPECIFICATIONS.
- C) ALL LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY UNDERGROUND CONSTRUCTION.
- D) CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER 48 HOURS BEFORE WORK BEGINS.
- E) ROOFER AND ASSOCIATES P.L.L.C. AS THE DESIGN PROFESSIONAL SHALL NOT BE RESPONSIBLE OR LIABLE FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE DRAWINGS, SPECIFICATIONS AND THE DESIGN INTENT THE CONTRACTOR OR FOR PROBLEMS WHICH RISE FROM OTHER FAILURE TO OBTAIN AND FOLLOW THE DESIGN PROFESSIONAL'S GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED. CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES.
- F) UNLESS OTHERWISE NOTED ALL SITE EXCAVATION, BACKFILL METHODS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS MADE BY THE GEOTECHNICAL CONSULTANT.

GENERAL SPECIFICATIONS

- A) ALL CONSTRUCTION AREAS SHALL BE CLEARED OF ALL OBSTRUCTIONS AND DEBRIS. ALL AREAS DESIGNATED BY THE OWNER AND IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.
- B) CONSTRUCTION ACCESS AND MATERIAL STORAGE IS LIMITED TO THE AREAS DESIGNATED ON THE DRAWINGS OR AS APPROVED BY THE OWNER.
- C) WHERE IT IS NECESSARY TO WORK OUTSIDE THE PROPERTY CONTROLLED BY THE OWNER, THE CONTRACTOR SHALL OBTAIN LEGAL AUTHORITY FROM ADJACENT PROPERTY OWNERS TO COMPLETE THE WORK AS OUTLINED IN THESE DOCUMENTS.
- D) ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE BROUGHT TO FINISH GRADES AS SHOWN ON THE DRAWINGS UNLESS OTHERWISE NOTED ON THE PLAN. ALL AREAS DISTURBED SHALL BE RESTORED WITH CRUSHED AGGREGATE.
- E) ALL AREAS DISTURBED DUE TO SITE ACCESS SHALL BE RESTORED TO THE PRECONSTRUCTION CONDITION OR BETTER.
- F) BACKFILL AND COMPACTION FOR AREAS OTHER THAN THE BASEMENT, ALL BACKFILL SHALL BE CLEAN, FREE OF LARGE ROCKS, DEBRIS AND ORGANIC MATERIAL. COMPACT ALL BY THE MODIFIED PROCTOR TEST ASTM D-1557. BACKFILL SHALL BE PLACED IN A MAXIMUM OF 12" LIFTS.
- G) STORM SEWER PIPING AND DEGENERATED UNDERDRAIN TO BE SMOOTH LINED OR CORRUGATED POLYETHYLENE PIPE WITH THE STANDARD SPECIFICATIONS WITH THE REQUIREMENTS OF THE STATE OF MICHIGAN. ALL EXPOSED PIPE ENDS SHALL HAVE END SECTIONS W/SHIELD.

CLIENT:
THUNDER VENTURES L.L.C.
6755 DALY ROAD
WEST BLOOMFIELD MI 48322

PROJECT NO.
110019-S2

SHEET
2 OF 5

PRELIMINARY POST DEMOLITION, SITE, GRADING & DRAINAGE PLAN FOR 300 - 36TH STREET SW
PART OF SEC. 24, T6N, R12W
CITY OF WYOMING, KENT CO., MI

Roosien & Associates
SURVEYING AND ENGINEERING

5055 PLAINFIELD AVE. NE
GRAND RAPIDS, MI 49525

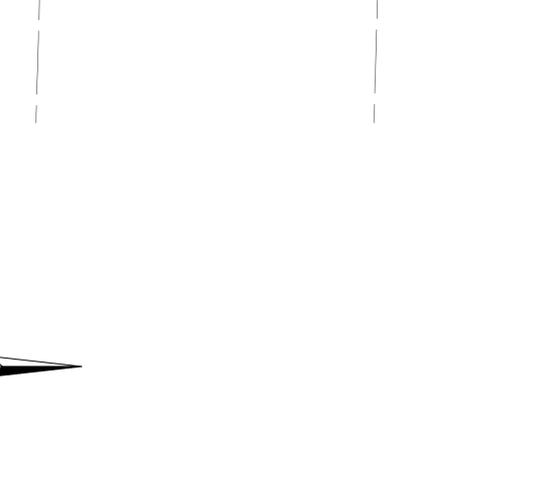
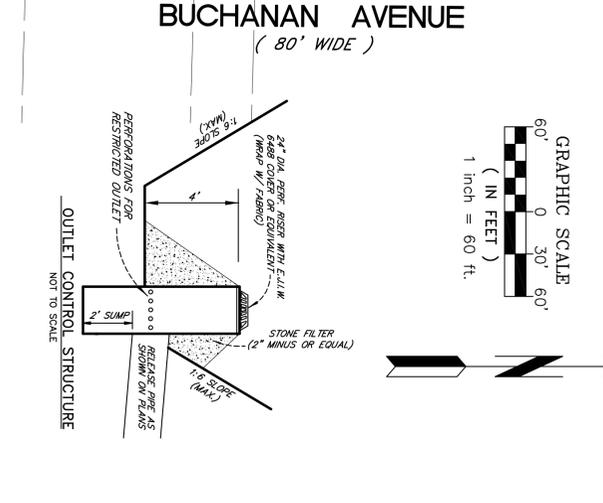
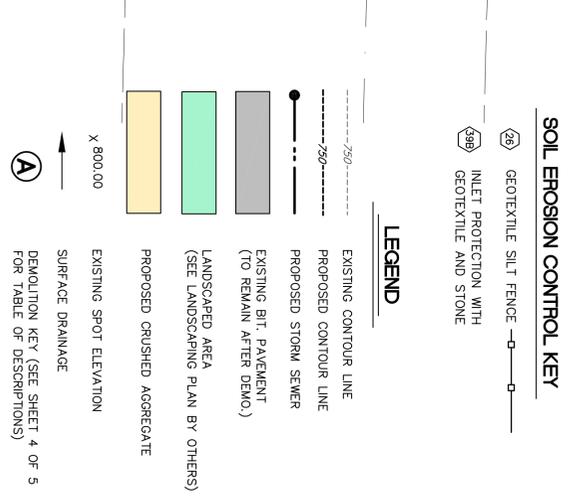
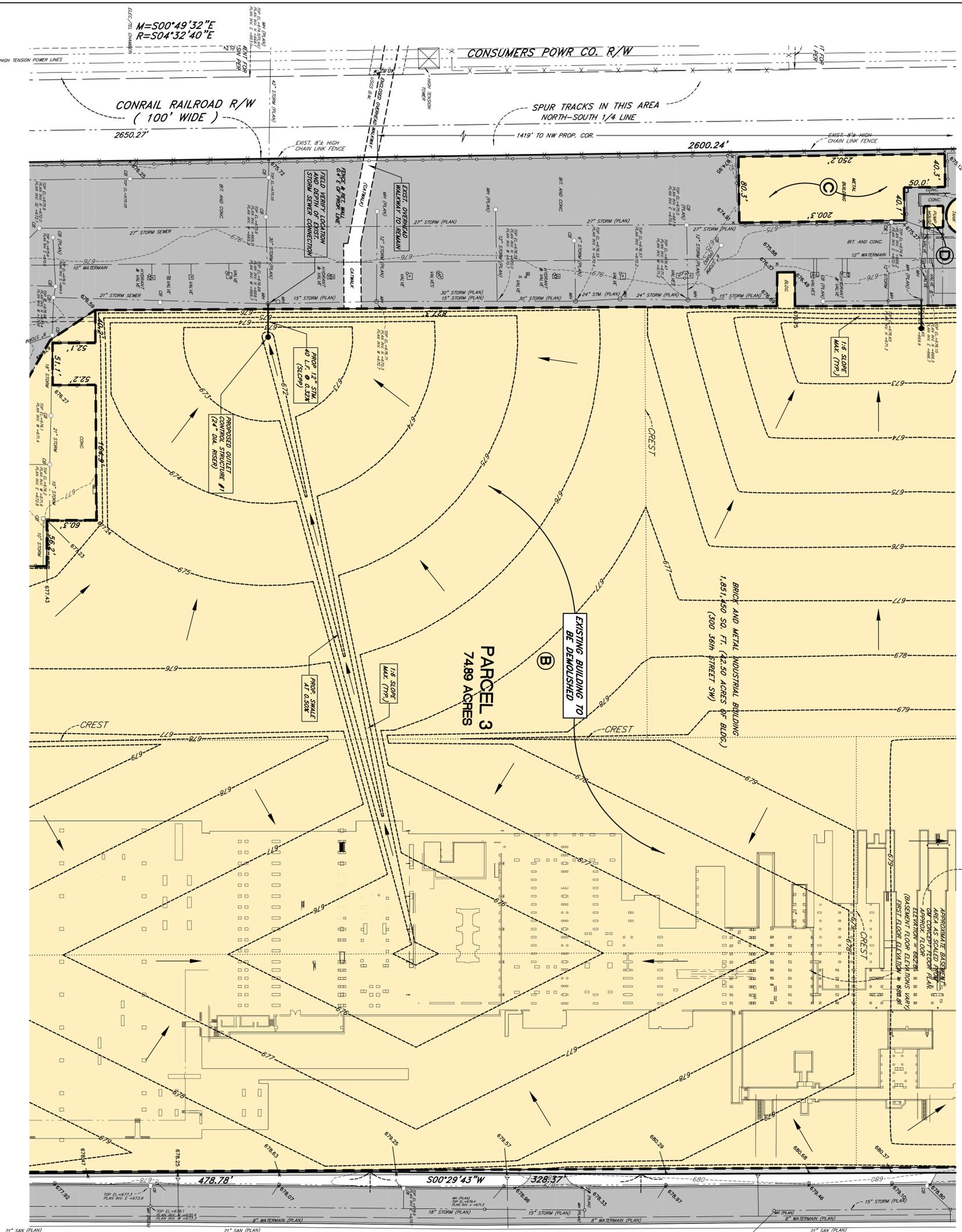
TELE. (616) 361-7220
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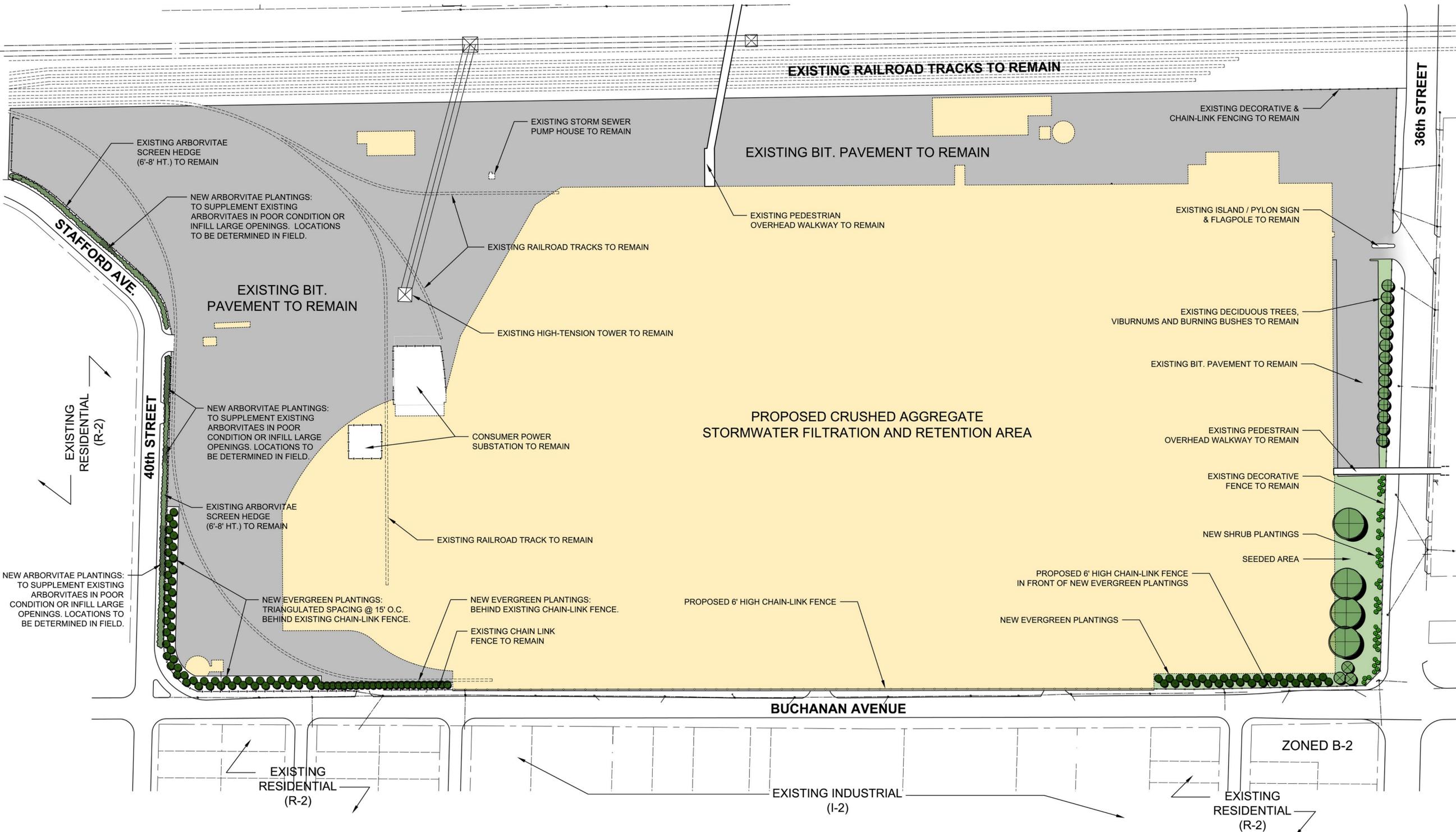
DRAWN BY: RJP
APPROVED BY: PGH
DATE: March 1, 2011
REVISIONS: March 7, 2011

NO.	DATE	DESCRIPTION
1	March 1, 2011	Initial Issue
2	March 7, 2011	Revisions

811 - CALL BEFORE YOU DIG



PROJECT NO. 110019-S3	CLIENT: THUNDER VENTURES L.L.C. 6755 DALY ROAD WEST BLOOMFIELD MI 48322	PRELIMINARY POST DEMOLITION, SITE, GRADING & DRAINAGE PLAN FOR 300 - 36TH STREET SW PART OF SEC. 24, T6N, R12W CITY OF WYOMING, KENT CO., MI	Roosien & Associates SURVEYING AND ENGINEERING 5055 PLAINFIELD AVE. NE GRAND RAPIDS, MI 49525 TELE. (616) 361-7220 FAX (616) 361-1822	DRAWN BY: R_JEP APPROVED BY: PGH DATE: March 1, 2011 REVISIONS: March 7, 2011	REVISIONS:
	PROJECT SHEET 3 OF 5				



LEGEND:

- ⊕ EXISTING DECIDUOUS TO REMAIN
- ⊗ EXISTING EVERGREEN TO REMAIN
- 4' HT. EVERGREEN TREES
-WHITE SPRUCE
-NORWAY SPRUCE
-FRASER FIR
-CONCOLOR FIR
- 3 GALLON DECIDUOUS SHRUBS
-ARROWWOOD VIBURNUM

NOTES:
* EXACT PLANT SPECIES SHALL BE DETERMINED AT THE TIME OF PLANTING BASED ON AVAILABILITY. A MINIMUM OF 3 DIFFERENT EVERGREEN SPECIES SHALL BE PLANTED FOR BIODIVERSITY.

sheet title:
Landscape Plan

project title:
FORMER GM STAMPING PLANT
City of Wyoming, Michigan

prepared for:
Thunder Ventures, LLC
6755 Daly Road
West Bloomfield, Michigan 48322
248-737-4041

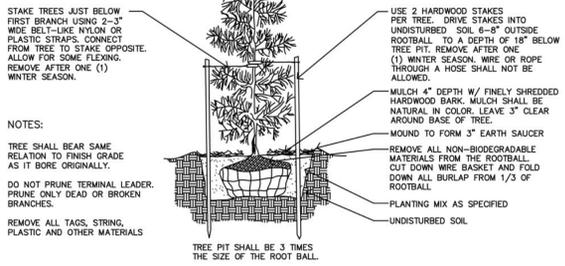
job number: LL003
date: 3/1/11

drawn by: JEL
checked by: WTK

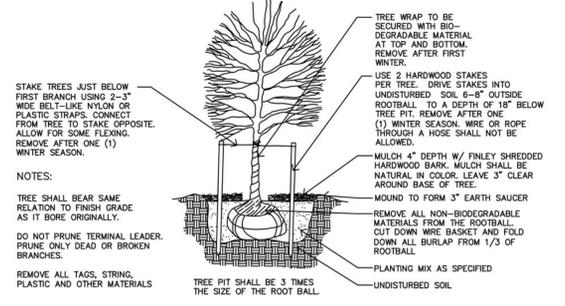


revisions:

1"=100'
North
sheet no. L-1



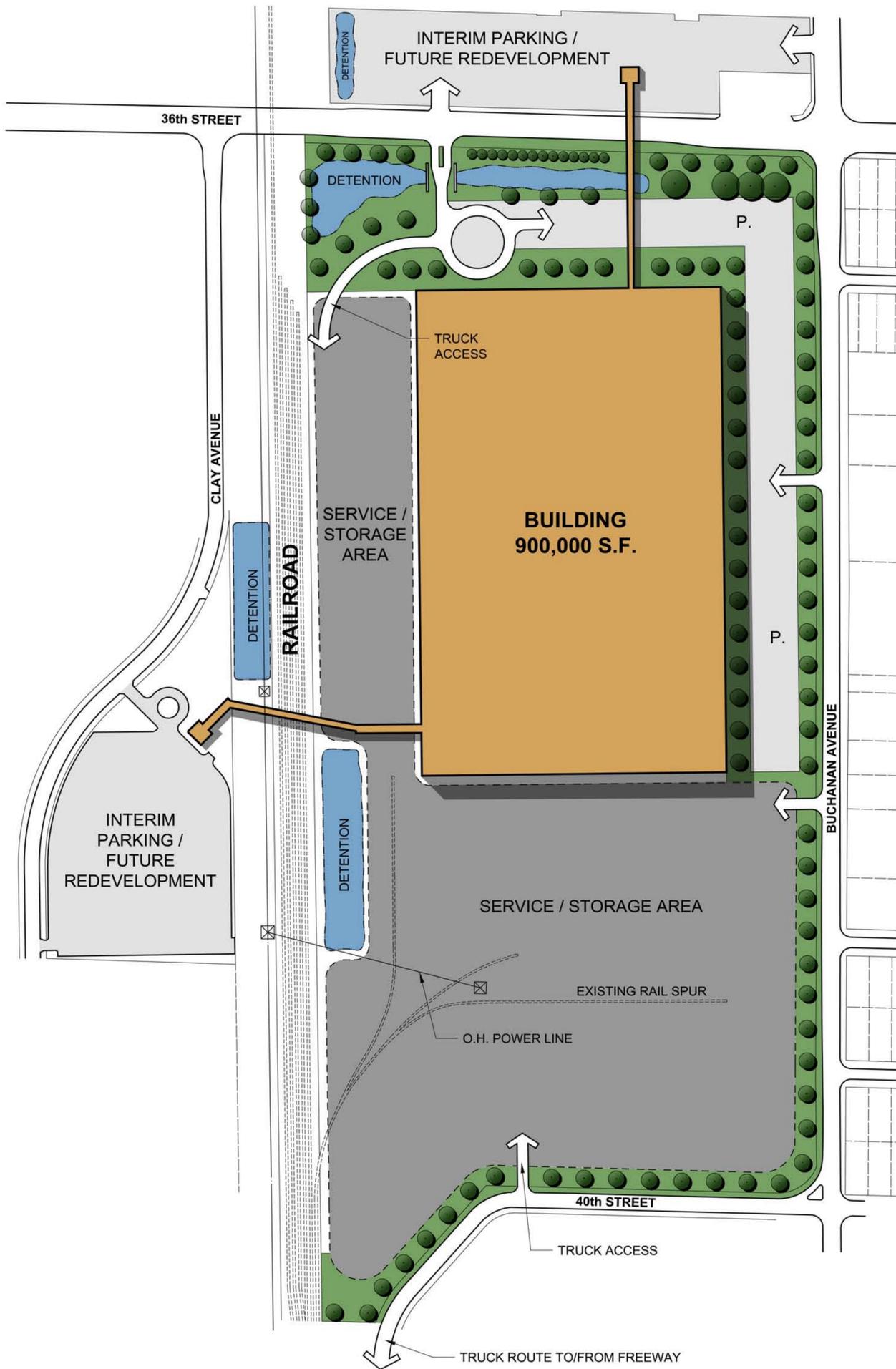
EVERGREEN TREE PLANTING DETAIL
NTS



DECIDUOUS TREE PLANTING DETAIL
NTS

LANDSCAPE NOTES

- All plant material shall be true to name, free from physical damage and wind burn.
- Plants shall be full, well-branched, and in healthy vigorous growing condition.
- Plants shall be watered before and after planting is complete.
- All trees must be staked, fertilized and mulched and shall be guaranteed to exhibit a normal growth cycle for at least one (1) full year following planting.
- All material shall conform to the guidelines established in the most recent edition of the American Standard for Nursery Stock.
- Provide clean backfill soil, using material stockpiled on site. Soil shall be screened and free of any debris, foreign material, and stone.
- *Agriform* tabs or similar slow-release fertilizer shall be added to the planting pits before being backfilled.
- Amended planting mix shall consist of 1/3 screened topsoil, 1/3 sand and 1/3 peat, mixed well and spread to the depth as indicated in planting details.
- All plantings shall be mulched with shredded hardwood bark, spread to a minimum depth of 4". Mulch is to be free from debris and foreign material, and shall contain no pieces of inconsistent size.
- The Landscape Contractor shall be responsible for all work shown on the landscape drawings and specifications.
- No substitutions or changes of location, or plant types shall be made without the approval of the Landscape Architect or Owner's representative. The Landscape Architect shall be notified of any discrepancies between the plans and field conditions prior to installation.
- The Landscape Contractor shall be responsible for maintaining all plant material in a vertical condition throughout the guaranteed period.
- The Landscape Architect shall have the right, at any stage of the installation, to reject any work or material that does not meet the requirements of the plans and specifications, if requested by owner.
- Contractor shall be responsible for checking plant quantities to ensure quantities on drawings and plant list are the same. In the event of a discrepancy, the quantities on the plans shall prevail.
- A pre-emergent weed control agent, "Preen" or equal, shall be applied uniformly to all planting beds prior to mulching.



CONCEPTUAL REDEVELOPMENT PLAN 'A-1'

SINGLE USER CONCEPT (APPROX. 900,000 S.F.)

FEBRUARY 2011

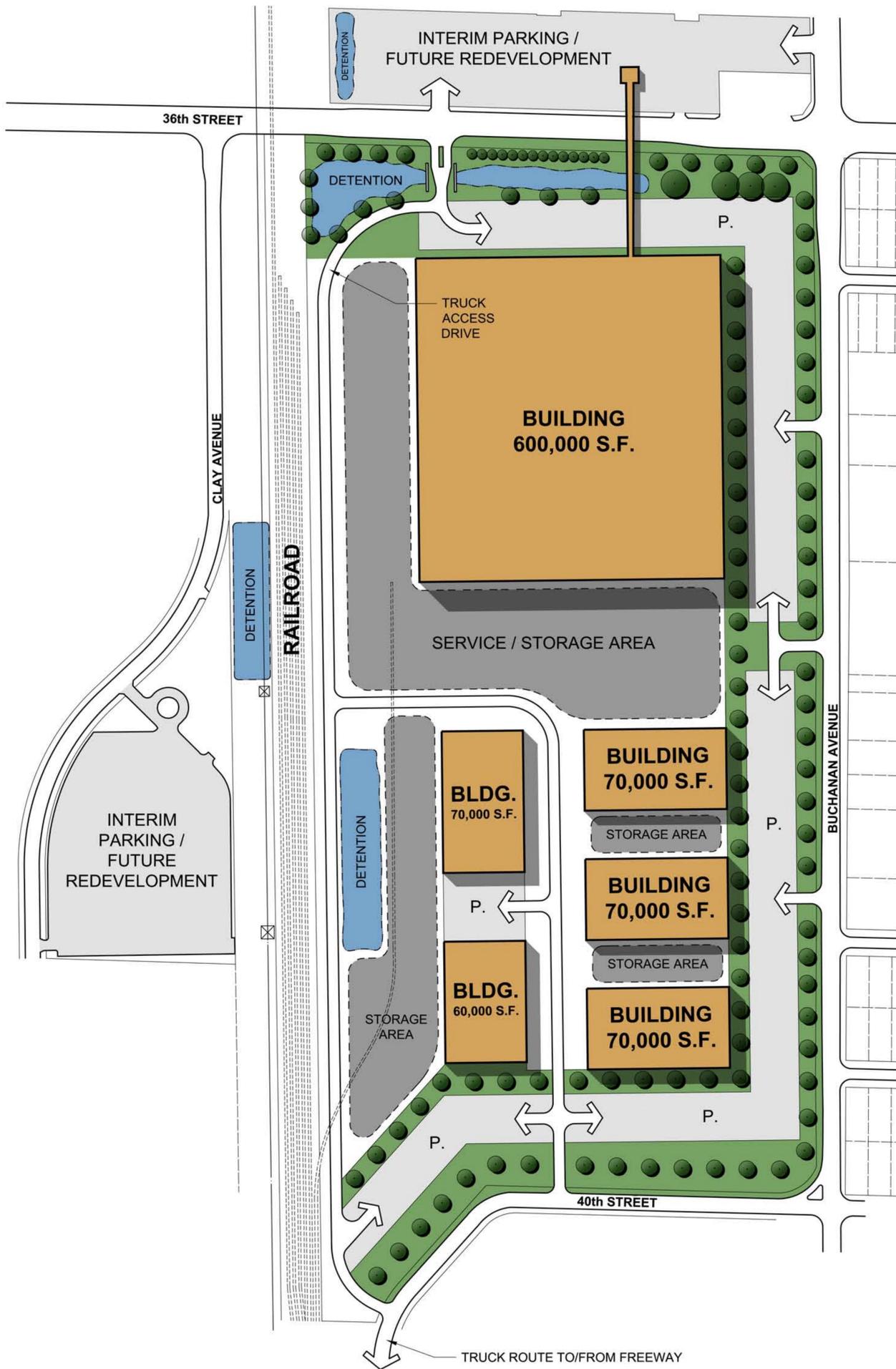
FORMER GM STAMPING PLANT
CITY OF WYOMING, MICHIGAN

PREPARED FOR: DEMCO LORMAX STERN INDUSTRIAL HOLDINGS, LLC
6755 DALY ROAD
WEST BLOOMFIELD, MI 48322

design studio
LAND
landscape architecture / land planning



18161 W. Thirteen Mile Rd., Suite B-4
Southfield, MI 48076
T 248.294.3200
F 248.294.3290



CONCEPTUAL REDEVELOPMENT PLAN 'A-2'

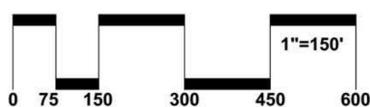
SINGLE USER WITH SUPPORT SERVICES (APPROX. 940,000 S.F.)

FEBRUARY 2011

FORMER GM STAMPING PLANT
CITY OF WYOMING, MICHIGAN

PREPARED FOR: DEMCO LORMAX STERN INDUSTRIAL HOLDINGS, LLC
6755 DALY ROAD
WEST BLOOMFIELD, MI 48322

design studio
LAND
landscape architecture / land planning



18151 W. Thirteen Mile Rd., Suite B-4
Southfield, MI 48076
T 248.594.2220
F 248.594.2260



CONCEPTUAL REDEVELOPMENT PLAN 'B'

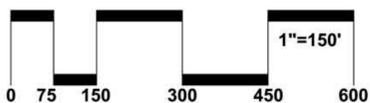
TWO USER CONCEPT (APPROX. 942,800 S.F.)

FEBRUARY 2011

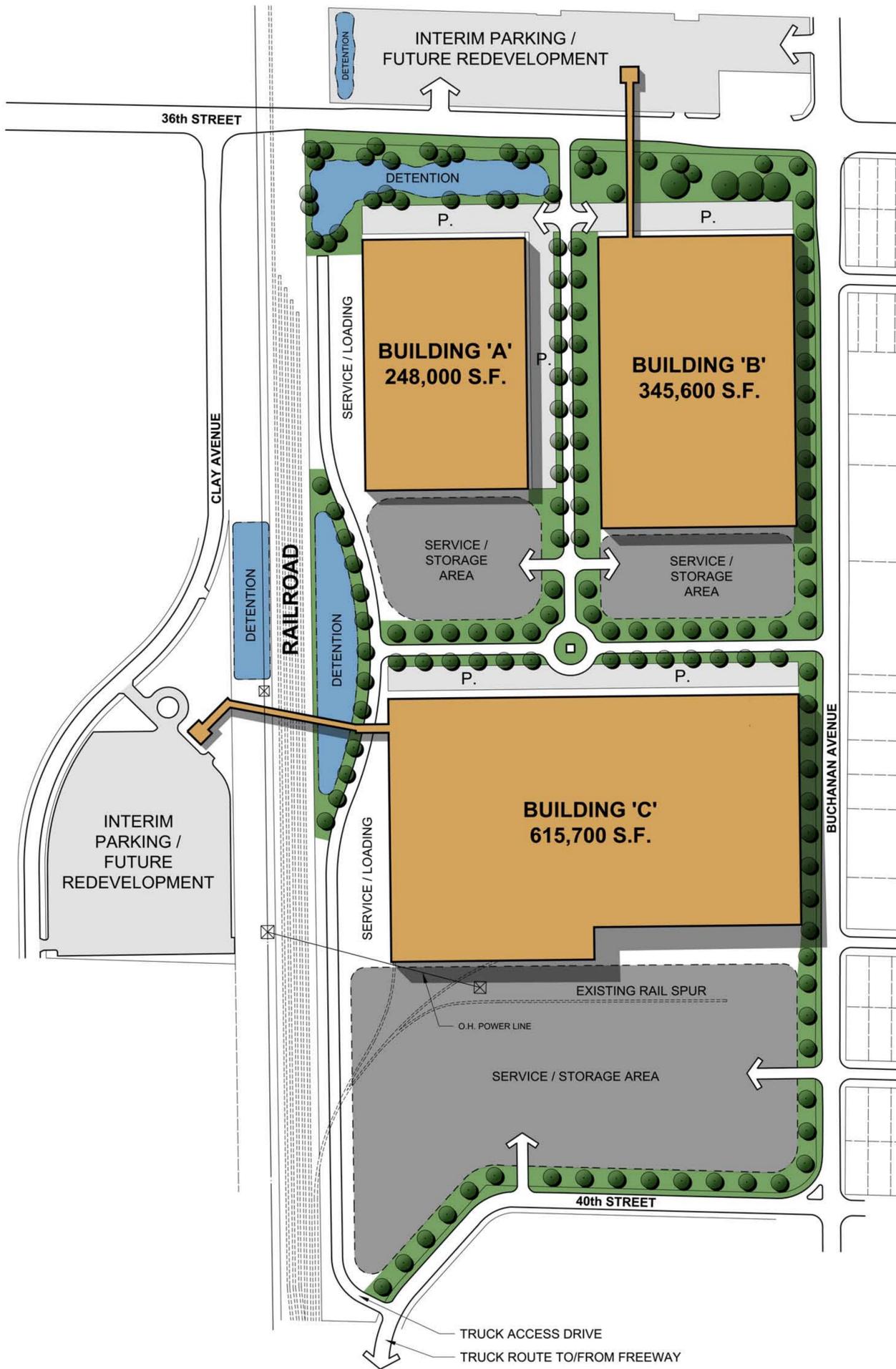
FORMER GM STAMPING PLANT
CITY OF WYOMING, MICHIGAN

PREPARED FOR: DEMCO LORMAX STERN INDUSTRIAL HOLDINGS, LLC
6755 DALY ROAD
WEST BLOOMFIELD, MI 48322

design studio
LAND
landscape architecture / land planning



18181 W. Thirteen Mile Rd., Suite B-4
Southfield, MI 48076
T 248.294.3220
F 248.294.3290



CONCEPTUAL REDEVELOPMENT PLAN 'C-1'

THREE USERS WITH 36th STREET ACCESS (APPROX. 1,209,300 S.F.)

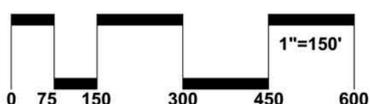
FEBRUARY 2011

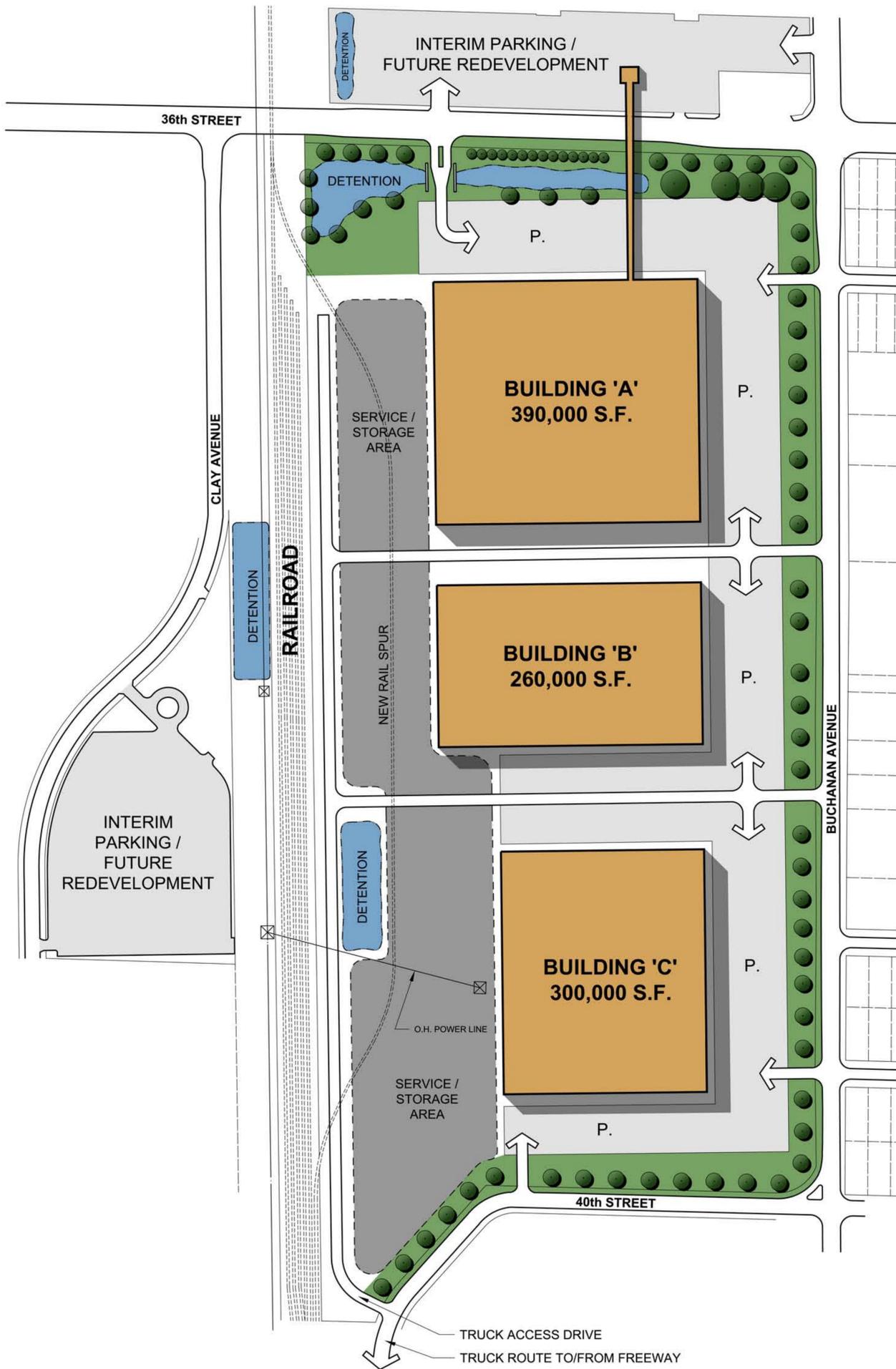
FORMER GM STAMPING PLANT
CITY OF WYOMING, MICHIGAN

PREPARED FOR: DEMCO LORMAX STERN INDUSTRIAL HOLDINGS, LLC
6755 DALY ROAD
WEST BLOOMFIELD, MI 48322

design studio
LAND
landscape architecture / land planning

18181 W. Thirteen Mile Rd., Suite B-4
Southfield, MI 48076
T 248.594.3200
F 248.594.3290





CONCEPTUAL REDEVELOPMENT PLAN 'C-2'

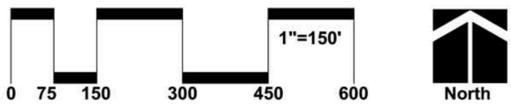
TWO OR THREE LARGE USERS (APPROX. 950,000 S.F.)

FEBRUARY 2011

FORMER GM STAMPING PLANT
CITY OF WYOMING, MICHIGAN

PREPARED FOR: DEMCO LORMAX STERN INDUSTRIAL HOLDINGS, LLC
6755 DALY ROAD
WEST BLOOMFIELD, MI 48322

design studio
LAND
landscape architecture / land planning
18161 W. Thirteen Mile Rd., Suite B-4
Southfield, MI 48076
T 248.294.2020
F 248.294.2020



RESOLUTION NO. _____

**RESOLUTION TO AMEND A PORTION OF THE
CITY OF WYOMING FEE SCHEDULE FOR UTILITIES**

WHEREAS, the City of Wyoming establishes by resolution certain fees, and

WHEREAS, from time to time information related to fees is reviewed to ensure they cover the related costs of administration, and

WHEREAS, Section X Utilities of the existing Fee Schedule is in need of amendment, and

BE IT RESOLVED, the City Council of the City of Wyoming hereby adopts the following revision to Section X Utilities;

WASTEWATER SURCHARGE RATES

	Up to 340 mg/L	> 340 mg/L
BOD		
Rate/lb.	\$0.00	\$0.15
	Up to 355 mg/L	> 355 mg/L
SS		
Rate/lb.	\$0.00	\$0.16
	Up to 9.1 mg/L	> 9.1 mg/L
Phosphorus		
Rate/lb.	\$0.00	\$0.80
	Up to 96 mg/L	> 96 mg/L
Oil and Grease		
Rate/lb.	\$0.00	\$0.13

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Wyoming, Michigan at the regular session held on the 21st day of March, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

To: William Dooley, Director of Public Works

From: Dave Oostindie, Environmental Services Supervisor

CC: Thomas Kent, Deputy Director of Public Works
Agenda Items Mailbox

Date: March 11, 2011

As you are aware, the City’s Sanitary Sewer System ordinance (Chapter 86, Article III of the City Code) regulates the use of the sanitary sewer system in the City of Wyoming. The Industrial Pretreatment Program (IPP) at the City’s Clean Water Plant enforces the ordinance by continually sampling and inspecting the industrial users.

The local limits provided in the City’s ordinance are based on a maximum allowable headworks loading analysis (MAHL) that was performed by a consultant and approved by the Michigan Department of Natural Resources and Environmental (MDNRE) and our City Council last November.

As a result of the changes to our local limits we need to update Chapter X – Utilities Fee Schedule to reflect the concentration levels for the four parameters we regularly surcharge Industrial Users for discharging above background levels.

I am requesting that this item be placed on the City Council agenda for March 21, 2011. I will be present at the session to discuss the changes if necessary. There are no changes to the surcharge rates at this time only the approved concentrations. The table below lists the current and new surcharge thresholds.

	Current	New
BOD	> 355 mg/L	> 340 mg/L
Rate/lb.	\$0.15	\$0.15
SS	> 435mg/L	> 355 mg/L
Rate/lb.	\$0.16	\$0.16
Phosphorus	> 8.5 mg/L	> 9.1 mg/L
Rate/lb.	\$0.80	\$0.80
Oil and Grease	> 71 mg/L	> 96 mg/L
Rate/lb.	\$0.13	\$0.13

RESOLUTION NO. _____

**RESOLUTION TO AMEND A PORTION OF THE
CITY OF WYOMING FEE SCHEDULE FOR BUILDING INSPECTIONS**

WHEREAS, the City of Wyoming establishes by resolution certain fees, and

WHEREAS, from time to time information related to fees is reviewed to ensure they cover the related costs of administration, and

WHEREAS, Section II Building Inspections Department of the existing Fee Schedule is in need of amendment, and

BE IT RESOLVED, the City Council of the City of Wyoming hereby adopts the attached revision to Section II Building Inspections Department effective immediately.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Wyoming, Michigan at the regular session held on the 21st day of March, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

II - BUILDING INSPECTIONS DEPARTMENT

APPEALS:

Construction Board of Appeals	\$ 350.00
Housing Board of Appeals	200.00
Zoning Board of Appeals	
Residential (one - and two-family) and accessory uses	275.00
All other uses	525.00
Interpretations	250.00
Special meeting (requested by petitioner)	300.00

For the purpose of computing fees based on valuation, all construction cost other than for residential buildings, including underground and surface improvements, shall be based upon the value of cost of a building project as determined by the contract price, including all subcontracts such as electrical, plumbing, mechanicals, parking lots, etc. Evidence of these costs shall be presented to the Building Official by the building applicant.

Fee for work without a permit:

If any work is commenced before a permit is obtained, an administrative investigation and process fee equivalent to 200% of the appropriate fee set forth herein shall be paid to the City before a permit is issued.

BUILDING PERMITS:

Commercial, industrial, and multi-family estimated construction value/permit formula:

Base Fee – first \$1,000 of value **60.00**
\$1,000 - \$15 million cost – base fee & \$7.00 per \$1,000 value, plus 25% plan review
\$15 million and over cost – use above rate, then add \$5 per \$1,000 valuation and 20% plan review for balance of project value

Construction costs for **residential** valuation computation (per sq. ft.)

1st Floor (including one bath)	70.00
2nd Floor	65.00
Unfinished walkout	2,000.00
Finished walkout area	25.00
Porches and decks (per sq. ft.)	15.00
Attached accessory buildings, garage, etc.	20.00
Detached accessory buildings, garage, etc. (more than 120 sq. ft.)	22.00
Fireplace chimney with one fireplace	2,000.00
Additional fireplace on same chimney	750.00
Extra full bath	3,500.00
Extra half bath	2,500.00

Miscellaneous building/land use fees:

Modular homes in parks	150.00
------------------------	--------

Sign permits (per sign):

Pedestrian sign (annual)	35.00
Permanent	100.00
Portable (per week)	35.00
Temporary Signs (per week)	35.00

**-including trailer mount, banners, flags, streamers, flags, streamers, balloons
-for specific requirements see City Zoning Code Chapter 90, Article XXIII Signs**

Swimming Pools:

Bonding and insurance fees related to Section 1906.1 of the City Code follow:

Construction bond	1,000.00
Insurance (City named as additional insured)	\$200,000.00
Swimming Pools (above ground)	90.00
Swimming Pools (in ground)	140.00
Gasoline, explosive oils and naphtha storage tank installation	140.00
Gasoline station storage tank permits (abandoned or closed gas stations, per tank)	70.00
Initial license	700.00
Annual renewal	350.00
Peat mining	
Initial license	700.00
Annual renewal	350.00
Zoning compliance letter	25.00

Extra Inspection: fees and deposits

1. Extra inspection fees and deposits shall apply only to projects where the building permit is issued for \$250,000 or less of construction value as determined by the Code. Permits for residential barrier free entry ramps and residential siding installations are exempt from deposits.
2. "Extra inspection" shall mean any building inspection in addition to the inspections listed below:
 - a. Residential house, addition and alteration permits: foundation rough-in, final, plus one additional;
 - b. Residential garage, pools, and miscellaneous permits: 2 inspections;
 - c. Commercial/industrial/multi-family permits: foundation, rough, firestop, final plus one addition; and
 - d. Sign permits: 2 inspections.
3. A fee of \$40.00 shall be charged for each extra inspection.
4. A fee of \$60.00 per inspection shall be charged for requested inspections where no permit is required.
5. Deposits for extra inspection fees:
Each building permit applicant shall pay a \$120.00 deposit in addition to any permit fees. The deposit will be held by the City and shall be refunded at the close of the permit if extra inspections are not required. Any extra inspections shall be charged against the deposit balance (at a rate of \$40.00 per inspection). If the balance becomes zero, the City may issue a stop-work order until an additional deposit of \$120.00 is paid. Expired permits and

occupancy or use prior to receiving final approval or a Certificate of Occupancy shall result in forfeiture of the deposit.

6. Under special circumstances, an inspector, with the approval of the Chief Inspector, may waive an extra inspection fee.

Electrical Permits:

Base permit fee	50.00
Minimum fee, new construction	
Single-family (this fee covers all wiring installed)	200.00
Two-family (this fee covers all wiring installed)	265.00
Services and subpanels:	
Through 200 amperes (each)	\$ 23.00
400 amperes and over	70.00
Primaries	70.00
Temporary Service (each location)	23.00
Meter Set	35.00
Each circuit of wiring	7.00
Buss duct and feeders (each 50' or part thereof)	7.00
Lighting fixtures (per 25 or part thereof)	7.00
Range, water heater, dryer, dishwasher, disposal, gas furnace, oil furnace (each)	15.00
Motors:	
Fractional hp (each)	7.00
1 to 5 hp incl	15.00
5 ½ to 30 hp incl	23.00
30 ½ to 75 hp incl	30.00
Over 75 hp	55.00
Transformers or generators:	
Up to 5 KVA (each)	7.00
Over 5 KVA (each)	35.00
Over 200 KVA (each)	70.00
Illuminated signs, per circuit	17.00
Fixed heating devices:	
Up to 5 KW (each)	7.00
5 KW and over	15.00
Luminous gas tube system transformers:	15.00
Fire Alarms	
1-10 devices	70.00
11-20 devices	130.00
over 20 devices (each)	7.00
Temperature Control (each)	60.00

Special fees:

1. Hazardous location area wiring, as defined in Chapter 5 of the Michigan Electrical Code, double fee rate.
2. More than one violation compliance inspection, \$60.00 each inspection.

3. For required inspection of electrical apparatus for which no fee is herein provided and for inspection of temporary installations for decorative, advertising and theatrical purposes, \$60.00 per permit or \$60.00 per inspection where no permit is required.
4. \$60.00 per hour for requested inspections of existing buildings where no permit is required.
5. \$60.00 per hour for a requested written inspection report.
6. Electrical contractor's license, \$60 for term of license.
7. Factory electrical license, \$60 for term of license.
8. Fire alarm contractor, \$60 for term of license.
9. Sign specialty contractor, \$60 for term of license.

Mechanical (Heating, Cooling, Air Conditioning) Permits:	
Base inspection fee	\$ 50.00
Residential:	
Gas/oil furnace	40.00
Air conditioning:	
Under 15 hp	23.00
15 hp to 50 hp	45.00
Commercial/industrial/other residential (includes one inspection) plus equipment	40.00
Gas/oil burning equipment, new or conversion units, each	35.00
Flue damper/vent damper (each)	7.00
Solid fuel equipment, complete (includes chimney, woodstoves, fireplace stoves and add-on furnaces) each	23.00
Chimney, factory-built (Class A) (Includes breeching and combustion) each	35.00
Solar equipment, each panel (piping fee included) and tank	35.00
Gas piping, per outlet	7.00
Medical Gas	
1 – 10 outlets	70.00
10-20 outlets	130.00
over 20 outlets (each)	7.00
Air conditioning and refrigeration heat pumps, self contained:	
Under 15 hp, a/c each	23.00
Evaporator coils, each	35.00
Under 5 hp, split system, each	35.00
5 hp and over, split system, each	45.00
Chiller, each	105.00
Cooling towers, each	45.00
Compressor:	

15 hp to 50 hp, each	45.00
Over 50 hp, each	80.00
Air handlers, self-contained units:	
Ventilation and exhaust fans:	
Under 1,500 CFM, each	7.00
1,500 to 10,000 CFM, each	35.00
Over 10,000 CFM, each	70.00
Heat recovery units or thru-the-wall fan coil vents, each	17.00
Unit heater, each	23.00
Ducts, insulation, piping, fire suppression/protection systems based on bid price	
Under \$3,000	\$ 30.00
\$3,000 to \$7,999	45.00
\$8,000 to \$10,999	60.00
\$11,000 to \$14,999	70.00
Over \$15,000 for each \$3,000 in additional to above rate	17.00
Electrical Air Cleaner	17.00
Special fees:	
1. More than one violation compliance inspection, \$60.00 each inspection.	
2. \$60.00 per hour for requested inspections of existing buildings where no permit is required.	
3. \$60.00 per hour for a requested written inspection report.	
4. Mechanical contractor's license, \$15.00 for term of license.	
Plumbing Permits:	
Base inspection fee	50.00
Water or sewer connections to public system, each:	
Residential (one- and two-family)	30.00
Multiple family/commercial	55.00
Industrial	90.00
Fixtures, each	7.00
Installed underground lawn sprinkler system	7.00
Special fees:	
1. More than one violation compliance inspection, \$60.00 each inspection.	
2. \$60.00 per hour for requested inspections of existing buildings where no permit is required.	
3. \$60.00 per hour for a requested written inspection report.	
4. Plumbing license registration, Master \$15.00 for term of license.	
Rental Inspection Fees	
Per unit for inspection	98.00
Per unit for reinspection	80.00
Unregistered or uncertified rental properties	500.00
Vacant Building fees:	
Vacant building inspection	50.00
Vacant or Abandoned Residential Repair Permit (six month permit)	275.00

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION

RESOLUTION NO. _____

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

called to order by Mayor Poll on March 21, 2011 at 7:00 P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

Manjit Multani for a new Class C licensed business to be located at 3760 S. Division Avenue, Wyoming 49548, Kent County, Michigan

be considered for Disapproval
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

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

Not 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 City Council at a Regular
(Township Board, City or Village Council) (Regular or Special)

meeting held on March 21, 2011
(Date)

SEAL

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

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

Resolution No. _____

MEMORANDUM
City of Wyoming, Michigan

TO : Curtis L. Holt, City Manager

cc: Barbara VanDuren, Deputy City Manager
Jack Sluiter, City Attorney

FROM: Heidi A. Isakson, City Clerk 

DATE: March 16, 2011

RE: Application for Class C Liquor License
Indian Town Restaurant - 3760 S. Division Avenue

Manjit K. Multani has applied for a Class C liquor license for the restaurant at 3760 S. Division Avenue.

On January 18, 2010, the City Council denied an application for a Tavern license for this business, based on recommendations from the Police Chief and the Chief Building Official.

A new application was submitted on December 2, 2010 with a new floor plan drawing for proposed renovations which would, if built, come closer to the Ordinance requirements, but not meet them. The application was provided to the Chief of Police, the Treasurer and the Chief Building Official for their review and recommendation.

The Chief of Police, based on the prior background investigation, recommends denial of the application.

The Treasurer reports that the 2010 summer and 2010 winter taxes are past due.

The Chief Building Official reports that the following ordinance requirements are not met:

Required	Application
Gross building area required, 3500 sq. ft.	2818 sq. ft.
Dining seating, 150 persons	142 or 136 persons
Dining square footage, 2250	2142
Kitchen square footage, 1125 or 50% of dining	531

Approval of this application would require a waiver of all the restaurant size requirements in the Ordinance.

Based on the information received from these Departments, a resolution to deny the application has been drafted for the Council's consideration at their March 21 meeting.

I normally prefer to present ordinances that are phrased in the affirmative, that is to “do something” rather than to not do something. However, the LCC resolution format requires the Council to either “Approve” or “Disapprove” and to “Recommend” issuance or to “Not Recommend” issuance. My proposed resolution is drafted to Disapprove and to Not Recommend the license be issued. So in this case, a “yes” vote would deny the license.

Should the City Council desire to waive the Ordinance requirements and approve the license, I would recommend they postpone action on the resolution, so that a resolution for the waivers could be prepared for a future Council meeting.

CITY OF WYOMING, MICHIGAN
APPLICATION FOR LIQUOR LICENSE

APPLICANT: <u>MANJIT K. MULTANI</u>	<input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION
BUSINESS ADDRESS: <u>3760 S. DIVISION</u>	TELEPHONE: <u>243-1219</u> FAX: _____
LICENSE REQUESTED: <input type="checkbox"/> TAVERN <input checked="" type="checkbox"/> CLASS C <input type="checkbox"/> CLASS B HOTEL	LOCATION OF THE PROPOSED BUSINESS: <u>3760 S. DIVISION</u>
WILL THE PROPOSED BUSINESS OCCUPY A(N): <input checked="" type="checkbox"/> EXISTING BUILDING <input type="checkbox"/> NEW BUILDING	DO YOU: <input checked="" type="checkbox"/> OWN BUILDING <input type="checkbox"/> LEASE BUILDING
ARE FURNITURE & FIXTURES: <input checked="" type="checkbox"/> OWNED <input type="checkbox"/> LEASED	BUILDING OWNER: <u>MANJIT K MULTANI</u> <u>VARINIDOR MULTANI</u>
FURNITURE & FIXTURE OWNER: <u>MANJIT K MULTANI</u>	
NAME OF PERSON RESPONSIBLE FOR DAILY OPERATION OF BUSINESS: <u>MANJIT K. MULTANI</u>	
NAME OF BANK FOR BUSINESS ACCOUNT: <u>MACATAWA</u>	
FIRM, ACCOUNTANT OR PERSON RESPONSIBLE FOR FINANCIAL RECORDS: NAME: <u>JACK E. VOSS P.C</u> ADDRESS: <u>4835 EASTERN AVE - Kentwood - MI - 49568</u> <u>616-532-4546</u>	
NAME OF PERSON COMPLETING APPLICATION: <u>VARINIDOR</u>	TITLE OF PERSON COMPLETING APPLICATION:
SIGNATURE: <u>Vam S mlu</u>	DATE: <u>12/2/10</u>

ATTACH:

1. A SCALED DRAWING WHICH SHOWS THE TOTAL SQUARE FOOTAGE, DINING SQUARE FOOTAGE, KITCHEN SQUARE FOOTAGE, TOTAL TABLE SEATING, AND TOTAL COUNTER SEATING.
2. A PERSONAL INFORMATION SHEET FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER.
3. APPLICATION FEE OF \$300 PAYABLE TO THE CITY OF WYOMING.

COPY AND COMPLETE THIS PAGE FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER

NAME: <u>MANJIT K. MULTANI</u>	TITLE <u>PRIZES Dent</u>
RESIDENT ADDRESS: <u>8614 S. JASONVILLE CT SE</u> <u>CALE DONIA - MI-49316</u>	PHONE: <u>616-891-1463</u>
SOCIAL SECURITY NUMBER: <u>2921</u>	DATE OF BIRTH: <u>1968</u>
RESIDENT OF THE STATE OF MICHIGAN? <input checked="" type="checkbox"/> YES <u>15</u> YEARS <input type="checkbox"/> NO	
Describe similar business ventures or related experience: <u>L.M. STILL - 1994 Dec IN Restaurant IN THIS</u> <u>ADDRESS -</u>	
Do you, a member of your family or your corporation hold a license for the sale of alcoholic beverages at the present time: <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you, a member of your family or your corporation previously held a license for the sale of alcoholic beverages in the State of Michigan? <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you ever been convicted of any criminal act? <input type="checkbox"/> Yes - describe state, county and date of conviction <input checked="" type="checkbox"/> No	

I hereby authorize City officials to investigate any or all information supplied, related to, or implied by this application. I further authorize City officials to secure additional information necessary to complete this application. I understand that this information will be considered by the Wyoming City Council in review of this application, and that the information contained herein may be subject to public disclosure under the Freedom of Information Act.

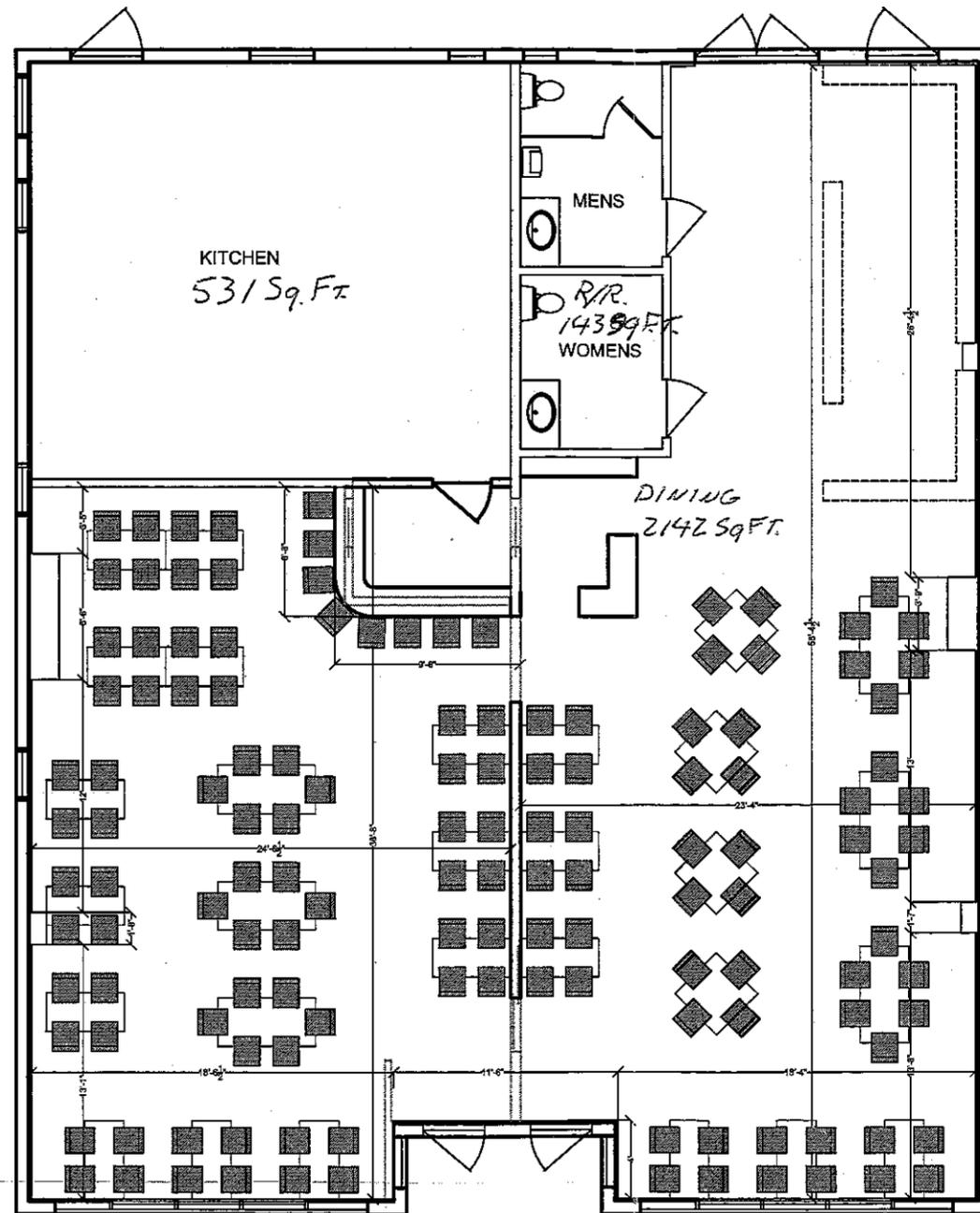
Signature of owner, partner, corporate officer or manager: X Manjit K. Multani

State of Michigan
Kent County

Subscribed and sworn to before me on this 9th day of December, 2010.

X Patricia Wojtaszek
Signature of Notary
PATRICIA D. WOJTASZEK
Printed Name

Acting in the County of
My Commission Expires On 19, 2011
County of Kent
Notary Public, State of Michigan
PATRICIA D. WOJTASZEK
My commission expires: October 19, 2011



TOTAL MAIN FLOOR - 2816 Sq. FT.
 TOTAL BSMT. FLOOR - 2816 Sq. FT.

TABLE SEATING - 128
 BAR SEATING - 8
 136



PRELIMINARY DINING ROOM LAYOUT

1/4" = 1'-0"

General Notes

No.	Revision/Issue	Date

Firm Name and Address

Project Name and Address

Project	Sheet
Date	
Scale	

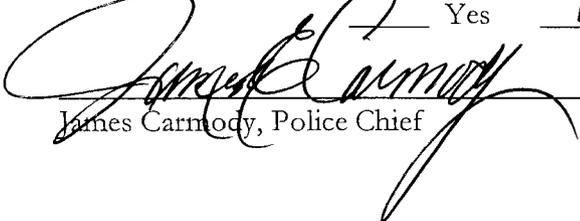
LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): MANJIT K. MUZTANI	PROPOSED LICENSE LOCATION: 3760 S. DIVISION
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



James Carmody, Police Chief

Date: 2/22/2011

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)

_____ Date: _____
 Andrea Boot, Treasurer

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 _____ IS NOT _____ in compliance with Section 14-177 through 14-179 of the City Code.

_____ Date: _____
 James DeLange, Chief Building Inspector

Supplementary Report #09-8708
D/Lt. Scott Beckman
February 22, 2011
MLCC License Application



Summary

In January of 2011, the City of Wyoming received a new application for a Class C liquor license from Manjit K. MULTANI of India Town at 3760 S. Division. A previous application for a Tavern License was denied based on the background investigation conducted by D/Sgt. James Maguffee. The new application is for a Class C license and shows plans for a remodeling that would make the location compliant on its face for inspections.

I received an email from Jim DeLange of the Inspections Department indicating that there have been no plans submitted for any proposed renovation to the building for permit review. The review of the "no scale" floor plan did not comply with ordinances.

I see no reason to conduct a full background investigation again on the business owner and applicant as nothing has changed in my mind that would have the police department reconsider its recommendation for denial on the last application based on that original investigation.

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): MANJIT K. MULTANI	PROPOSED LICENSE LOCATION: 3760 S. DIVISION AVENUE
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: _____
 James Carmody, Police Chief

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)

<i>property tax 41-18-19-101-019</i>	<i>2010 summer</i>	<i>\$4,545.93</i>	<i>past due</i>
<i>41-50-93-663-710</i>	<i>2010 wtr</i>	<i>\$1,406.18</i>	<i>past due</i>
<i>no taxes due</i>		<i>H₂O Acc 511336-001</i>	<i>\$242.22 due 4/7/2011</i>

Andrea Boot _____ Date: 3/7/11
 Andrea Boot, Treasurer

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 _____ IS NOT _____ in compliance with Section 14-177 through 14-179 of the City Code.

_____ Date: _____
 James DeLange, Chief Building Inspector

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): MANJIT K. MULTANI	PROPOSED LICENSE LOCATION: 3760 S. DIVISION
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.

- Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
_____ Yes _____ No
- Is the proposed location satisfactory for this business?
_____ Yes _____ No
- Should this request be considered for approval by the City Council?
_____ Yes _____ No

_____ Date: _____
James Carmody, Police Chief

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)

_____ Date: _____
Andrea Boot, Treasurer

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 _____ IS NOT in compliance with Section 14-177 through 14-179 of the City Code.

see attached

_____ Date: *James W DeLange* *2/21/11*
James DeLange, Chief Building Inspector

Isakson, Heidi

From: Delange, Jim
Sent: Monday, February 21, 2011 9:58 AM
To: Isakson, Heidi
Cc: Houghtalin, Jack; Maguffee, James; Carmody, James; Cochran, Tim
Subject: RE: 3760 S. Division Avenue India Town Liquor License App

City Code 14-179

Review based on submitted 'no scale' floor plan.

- City requires minimum 3,500 sq. ft. building—existing has 2,816 main floor. Basement of same size below grade does not count since it is not approved for occupancy.
- City requires minimum dining room capacity at 150@15 sq ft. Number on plan claims 2,142 sq ft=142 @15 sq ft, plus they added 8 seats at a bar for proposed 150 total.
- City requires combined Kitchen / storage area of at least 50 % of all dining areas. Assume the kitchen area includes storage-- 531 sq ft, = 24.7 %. No other storage area indicated, however they will likely claim the basement. As stated before, an approved occupancy in basement has not been approved.
- City Code requires a minimum 500 ft separation to churches. In October of 2010, the Planning Commission approved Special Use for a business zone district church use located at 3815 S, Division which is approximately 278 feet distant measured building to building.

There have been no plans submitted for proposed renovation to the building for permit review.

Jim De Lange
Chief Building Official
City of Wyoming, MI

From: Isakson, Heidi
Sent: Monday, February 21, 2011 8:29 AM
To: Delange, Jim; Carmody, James
Subject: 3760 S. Division Avenue India Town Liquor License App

Hi,

Just checking in on the status of the liquor license application sent to you January 3 for the above-described business.

Thanks!

Heidi A. Isakson, MMC
Wyoming City Clerk
1155 28th Street SW

RESOLUTION NO. _____

A RESOLUTION TO WAIVE CERTAIN REQUIREMENTS OF
THE CODE OF THE CITY OF WYOMING
FOR EL BACHATERO LLC IN
APPLICATION FOR A CLASS C LIQUOR LICENSE

WHEREAS, El Bachatero LLC has made application for a new Class C licensed business at 1633 28th Street SW, Suite G in the City of Wyoming; and

WHEREAS, Sections 14-179 (2) and (3) of the Code of Ordinances requires that a liquor license be operated in conjunction with a restaurant, and establishes criteria for the size and seating of such a restaurant; and

WHEREAS, Section 14-179(5) of the Code of Ordinances permits City Council to waive the requirements of Sections 14-179 if it is deemed that such waiver is in the best interest of the City; and

WHEREAS, the applicant location has a gross building area, exclusive of the area designated for dancing, of 2,962 square feet, while Section 14-179(2)(a) requires a gross building area, exclusive of the area designated for dancing, of 3,500 square feet; and

WHEREAS, the applicant location has proposed seating for 114 persons at 15 square feet per person, while Section 14-179(2)(b) requires seating for 150 persons at 15 square feet person; and

WHEREAS, the applicant El Bachatero LLC has requested a waiver of Section 14-179(2)(a) and (b) of the Code of the City of Wyoming; now, therefore,

BE IT RESOLVED the City Council determines that waiving the requirements of Sections 14-179(2)(a) and (b) will benefit the applicant, help create a viable business in the City, and is in the best interest of the City, and

BE IT FURTHER RESOLVED that Sections 14-179(2)(a) and (b) are hereby waived for the purposes of considering an application for a new Class C license at that location.

Councilmember _____ moved, seconded by Councilmember _____, that the above resolution be adopted.

Motion carried: _____ yes _____ nays

I hereby certify that the foregoing resolution was adopted by the City Council for the City of Wyoming at a regular session held on the _____ day of _____.

Heidi A. Isakson, City Clerk

Resolution No. _____

MEMORANDUM
City of Wyoming, Michigan

TO : Curtis L. Holt, City Manager

cc: Barbara VanDuren, Deputy City Manager
Jack Sluiter, City Attorney

FROM: Heidi A. Isakson, City Clerk

DATE: March 16, 2011

RE: El Bachatero LLC Application for Class C Liquor License
1633 28th Street SW, Suite G

On September 7, 2010, the City Council denied an application from El Bachatero LLC for a Class C liquor license at 1633 28th Street SW, in a different suite than the one referenced above. The plans for that earlier location did not include a restaurant, and was in a smaller space. In addition, the Chief of Police had concerns about one of the owners in the business.

A new application was received on February 16, 2011, in a new suite of the same strip mall at 28th Street and Burlingame Avenue. The new plans include a restaurant. The Chief Building Official has reviewed the plans; the following items do not meet the Code requirements.

<u>Ordinance Requirement</u>	<u>Application</u>
gross building area, <u>exclusive of</u> <u>dance</u> , 3500 sq ft.	2962 sq. ft.
150 persons @ 15 sq. ft. per person	114 @ 15 sq. ft. per person

The applicant's attorney has provided a letter requesting that Sections 14-179(2)(a) and (b) be waived to permit the reduced building area and seating number.

The Chief of Police is now satisfied as to the qualifications of the applicants to hold a liquor license and recommends approval. The Treasurer reports no past due amounts owed to the City.

I have prepared a resolution approving the waivers and recommending approval of the liquor license for consideration by the City Council at the March 21, 2011 Council meeting.

KENNETH C. HOOGEBOOM

Attorney at Law
5181 Plainfield, N.E.; Suite A
Grand Rapids, MI 49525

(616) 361-6722 -- 361-1234 (Fax)
khooageboom@triton.net

March 16, 2011

VIA EMAIL

Ms. Heidi Isakson
City Clerk
City of Wyoming
PO Box 905
Wyoming, MI 49509

RE: El Bachatero Liquor License Application

Dear Ms. Isakson:

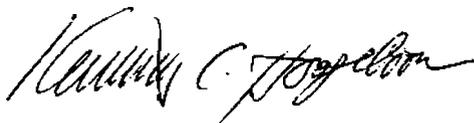
On behalf of El Bachatero, LLC, I am making the following request for ordinance waivers in connection with its liquor license application to be heard by the Council on March 21, 2011:

1. Please waive **Section 14-179(2)(a)** of the Code of Ordinances to permit square footage of 2,962 instead of 3,500.
2. Please waive **Section 14-179(2)(b)** of the Code of Ordinances to permit seating for 114 instead of 150.

My client believes that these waivers will not conflict with the intent of the Ordinance, nor will they alter the nature or atmosphere of the business as a respectable club. The waivers will ensure the comfort of the patrons at 15 square feet for each and adequate room for dancing.

Thank you for your cooperation.

Yours truly,



Kenneth C. Hooageboom

KCH:aja

cc: El Bachatero, LLC (via email)

Resubmitted 3/16/11 with new location.

CITY OF WYOMING, MICHIGAN
APPLICATION FOR LIQUOR LICENSE

APPLICANT: <i>EL Bachatero, LLC</i>		<input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION <i>LLC</i>
BUSINESS ADDRESS: <hr/> <i>1633 28th Street SW</i> <i>Wyoming, MI 49509</i>		TELEPHONE: <i>(616) 589-5053</i> FAX: _____
LICENSE REQUESTED: <input type="checkbox"/> TAVERN <input checked="" type="checkbox"/> CLASS C <input type="checkbox"/> CLASS B HOTEL		LOCATION OF THE PROPOSED BUSINESS: <i>1633-28th Street SW</i> <i>Wyoming, MI 49519</i>
WILL THE PROPOSED BUSINESS OCCUPY A(N): <input checked="" type="checkbox"/> EXISTING BUILDING <input type="checkbox"/> NEW BUILDING		DO YOU: <input type="checkbox"/> OWN BUILDING <input checked="" type="checkbox"/> LEASE BUILDING
ARE FURNITURE & FIXTURES: <input checked="" type="checkbox"/> OWNED <input type="checkbox"/> LEASED		BUILDING OWNER: <i>1633-28th Street, LLC</i> <i>c/o George Abro</i>
FURNITURE & FIXTURE OWNER: <i>EL Bachatero, LLC</i>		
NAME OF PERSON RESPONSIBLE FOR DAILY OPERATION OF BUSINESS: <i>Eneida Perez</i>		
NAME OF BANK FOR BUSINESS ACCOUNT: <i>T/B/D</i>		
FIRM, ACCOUNTANT OR PERSON RESPONSIBLE FOR FINANCIAL RECORDS: <i>Personal Bookkeeping Services, Inc.</i> NAME: <i>Attn: Carolyn Mundt</i> ADDRESS: <i>4922 Division Avenue #5, Grand Rapids, MI</i>		
NAME OF PERSON COMPLETING APPLICATION: <i>Joseph Snialla</i>		TITLE OF PERSON COMPLETING APPLICATION: <i>Attorney</i>
SIGNATURE: <i>[Signature]</i>		DATE: <i>3/16/2010</i>

MI 49548 4496

ATTACH:

1. A SCALED DRAWING WHICH SHOWS THE TOTAL SQUARE FOOTAGE, DINING SQUARE FOOTAGE, KITCHEN SQUARE FOOTAGE, TOTAL TABLE SEATING, AND TOTAL COUNTER SEATING.
2. A PERSONAL INFORMATION SHEET FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER.
3. APPLICATION FEE OF \$300 PAYABLE TO THE CITY OF WYOMING.

COPY AND COMPLETE THIS PAGE FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER

NAME: <i>Eneida Perez</i>	TITLE <i>Managing Member</i>
RESIDENT ADDRESS: <i>2634 Sherbrooke SW Wyoming, MI 49519</i>	PHONE: <i>(616) 551-2290 (616) 589-5053</i>
SOCIAL SECURITY NUMBER: <i>6600</i>	DATE OF BIRTH: <i>'1961</i>
RESIDENT OF THE STATE OF MICHIGAN? <input checked="" type="checkbox"/> YES <u>15</u> YEARS <input type="checkbox"/> NO	
Describe similar business ventures or related experience: <i>The applicants have been managing similar "hispanic night club" businesses for the past 25+ years.</i>	
Do you, a member of your family or your corporation hold a license for the sale of alcoholic beverages at the present time: <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you, a member of your family or your corporation previously held a license for the sale of alcoholic beverages in the State of Michigan? <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you ever been convicted of any criminal act? <input type="checkbox"/> Yes - describe state, county and date of conviction <input checked="" type="checkbox"/> No	

I hereby authorize City officials to investigate any or all information supplied, related to, or implied by this application. I further authorize City officials to secure additional information necessary to complete this application. I understand that this information will be considered by the Wyoming City Council in review of this application, and that the information contained herein may be subject to public disclosure under the Freedom of Information Act.

Signature of owner, partner, corporate officer or manager: *Eneida Perez*
 State of Michigan
KENT County

Subscribed and sworn to before me on this 19th day of MARCH, 2010.

X. *Carolyn M. Mundt*
 Signature of Notary
CAROLYN M MUNDT
 Printed Name

My commission expires: 09/15/2013

COPY AND COMPLETE THIS PAGE FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER

NAME: <u>Jaime Perez</u>	TITLE: <u>Member</u>
RESIDENT ADDRESS: <u>2634 Sherbrooke SW Wyoming, MI 49519</u>	PHONE: <u>(616) 551-2290 (616) 589-5053</u>
SOCIAL SECURITY NUMBER: <u>8170</u>	DATE OF BIRTH: <u>.../.../1954</u>
RESIDENT OF THE STATE OF MICHIGAN? <input checked="" type="checkbox"/> YES <u>15</u> YEARS <input type="checkbox"/> NO	
Describe similar business ventures or related experience: <u>The applicants have been managing similar "hispanic night club" businesses for the past 25+ years.</u>	
Do you, a member of your family or your corporation hold a license for the sale of alcoholic beverages at the present time: <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you, a member of your family or your corporation previously held a license for the sale of alcoholic beverages in the State of Michigan? <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you ever been convicted of any criminal act? <input checked="" type="checkbox"/> Yes - describe state, county and date of conviction <input type="checkbox"/> No <u>1991 / Union City, NJ / Poss. of Cocaine</u>	

I hereby authorize City officials to investigate any or all information supplied, related to, or implied by this application. I further authorize City officials to secure additional information necessary to complete this application. I understand that this information will be considered by the Wyoming City Council in review of this application, and that the information contained herein may be subject to public disclosure under the Freedom of Information Act.

Signature of owner, partner, corporate officer or manager: X Jaime Perez

State of Michigan
KENT County

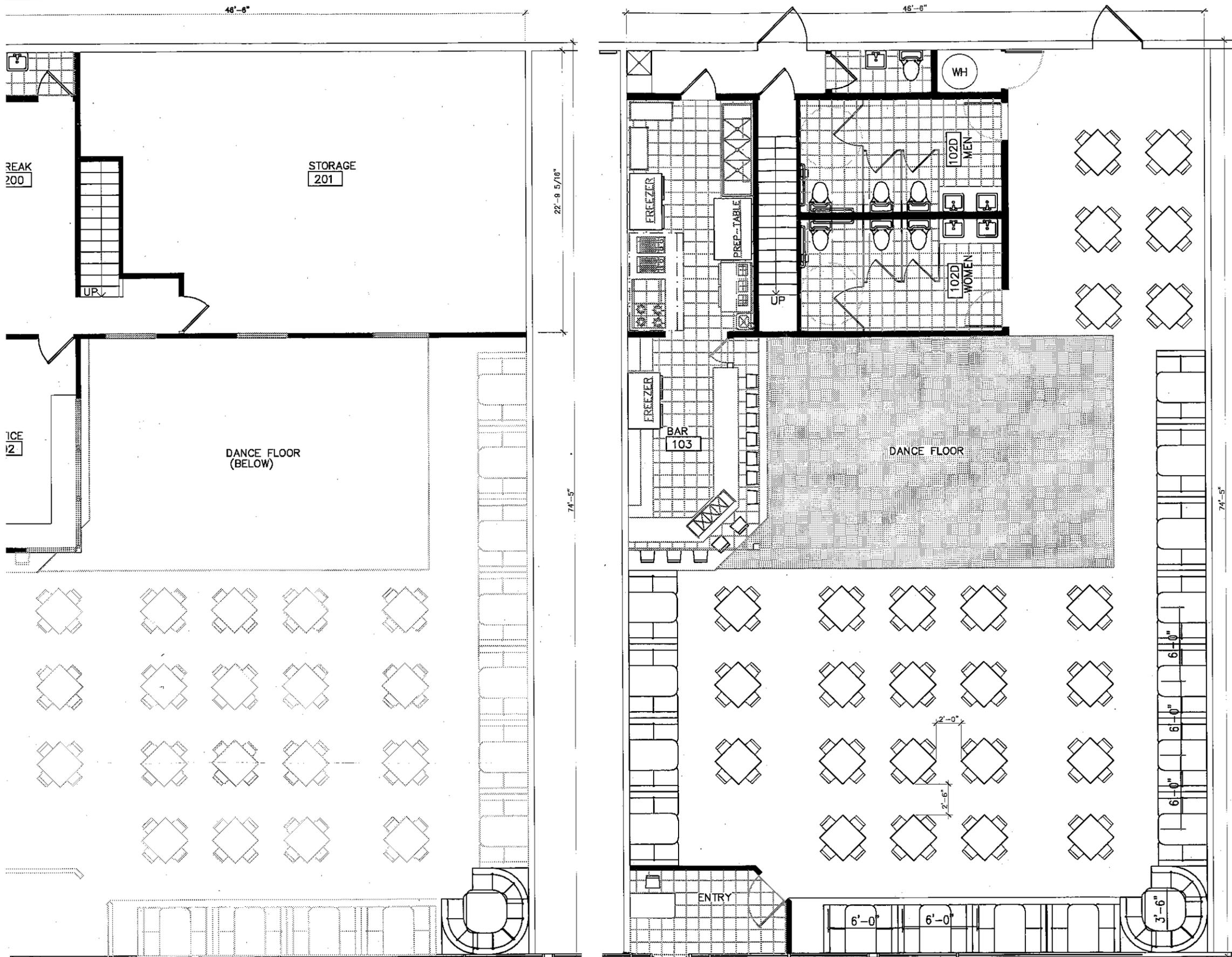
Subscribed and sworn to before me on this 19th day of MARCH, 20 10.

X. Carolyn M. Mundt
 Signature of Notary
CAROLYN M MUNDT
 Printed Name

My commission expires: 09/15/2013

DANCING HALL EL BACHATERO

1633 28TH STREET
WYOMING, Michigan



BUILDING CODE INFORMATION

- BUILDING CODE INFORMATION:
 - 2006 MICHIGAN BUILDING CODE
 - 2006 MICHIGAN PLUMBING CODE
 - 2005 MICHIGAN MECHANICAL CODE
 - 2005 NATIONAL ELECTRICAL CODE
 - 2006 MICHIGAN BARRIER FREE DESIGN RULES
- AREA CALCULATIONS

USE GROUP	B-BUSINESS / A2 ASSEMBLY
CONSTRUCTION TYPE	TYPE 3B
- ALLOWABLE HEIGHT AND BUILDING AREA (TABLE 503)

DANCING HALL	3450 SF	2 STORIES / 9500 S.F.
MEZZANINE	1250 SF	
TOTAL AREA	4700 SF	
- OCCUPANT LOAD (TABLE 1003.2.2.2)

GROUND FLOOR	3450 SF NET @ 15 SF PER OCCUP.	230 OCCUPANTS
MEZZANINE FLOOR	1250 SF NET @ 30 SF PER OCCUP.	42 OCCUPANTS
TOTAL		272 OCCUPANTS

NOTE: ACTUAL OCCUPANT LOAD FOR DANCING HALL PER SEATING LAYOUT = 182 OCCUPANTS

PLUMBING FIXTURE COUNT - MICHIGAN PLUMBING CODE

DANCING HALL

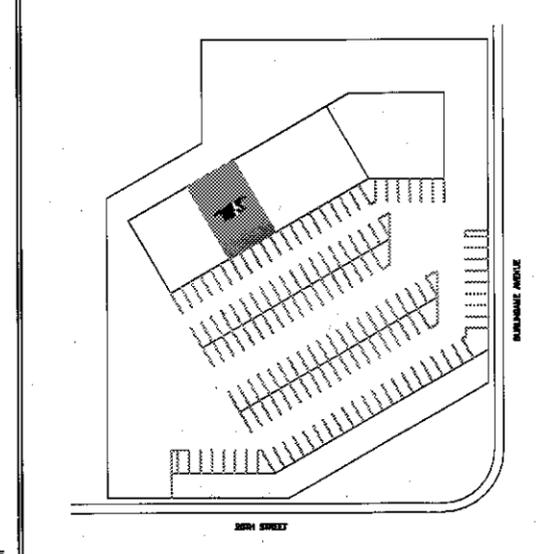
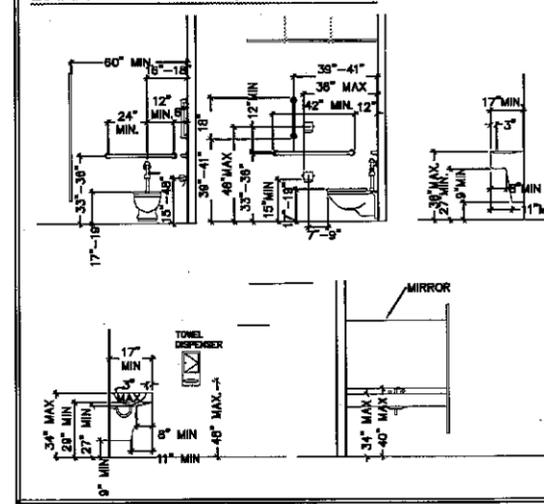
MALE	272 OCCUP / 2 = 136 OCCUP	136 OCCUP > 125 OCCUP PER W.C. = 3 W.C.
FEMALE	272 OCCUP / 2 = 136 OCCUP	136 OCCUP > 125 OCCUP PER W.C. = 3 W.C.

PLUMBING FIXTURES	W.C. REQUIRED	W.C. PROVIDED	LAVATORIES REQUIRED	LAVATORIES PROVIDED
MALE	3	3	2	2
FEMALE	3	3	2	2
TOTALS	6	6	4	4

- COMMON PATH OF TRAVEL: LESS THAN 100 FEET PER MBC SECTION 1013.3
- EXIT REMOTENESS: MEETS MBC SECTION 1014.2.1
- EXIT ACCESS TRAVEL DISTANCE: LESS THAN 200' PER MBC TABLE 1015.1.
- MEANS OF EGRESS: OCCUPANT LOAD, NUMBER OF EXITS AND EGRESS WIDTH: OCCUPANT LOADS PER MBC TABLE 1004.1.2

	SF/Occupant Load	Occupants
DANCING HALL	3450 SF	230 Occupants
Total exits required: (Table 1018.2)	2 Exits	
Total exits provided:	2 Exits	

BARRIER FREE REQUIREMENTS



JUAN M. DAVIS
350 COLUMBIAN AVE.
GRAND RAPIDS, MI
(616) 813-3185
ARCHITECT

SPEED ARCHITECTS INTERNATIONAL
ARCHITECTURE DESIGN PLANNING
1280 Lombardy St., Kalamazoo, MI 49008
PH. (616) 334-8226

OWNER
JAIMÉ & ENEIDA PEREZ

DANCING HALL
1633 28TH STREET - SUITE 67
WYOMING MICHIGAN

Drawn By: J.D./J.S.
Checked By: J.S.
Issued For: 03-22-10 PRELIMINARY
06-18-10 REVISION
02-10-11 CLERK

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DAVIS P.L.L.C. CONSTRUCTION
These drawings and specifications are the intellectual property of the architect. They are not to be reproduced or used in any way without the written consent of Juan M. Davis, Architect.
Sheet Number

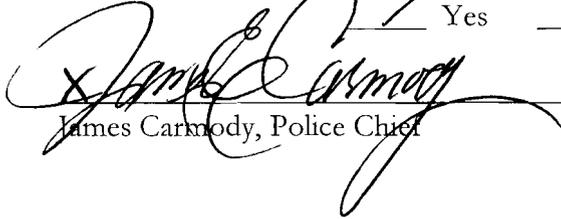
LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): EL BACHATERO LLC	PROPOSED LICENSE LOCATION: 1633 28 TH STREET, SUITE G
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


James Carmody, Police Chief

Date: 2/23/2011

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, Treasurer

Date: _____

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 _____ IS NOT _____ in compliance with Section 14-177 through 14-179 of the City Code.

James DeLange, Chief Building Inspector

Date: _____

Supplementary Report #10-3428
D/Lt. Scott Beckman
February 22, 2011
MLCC License Application

Information

Chief Carmody, D/Sgt. Maguffee and I met with Mr. and Mrs. Perez along with their attorney regarding questions we had from the background investigation and the new proposed plan for the location that is being developed. During the meeting, the Perez's provide sufficient answers to questions we had regarding safety, security, space utilization and his prior law enforcement contact in New Jersey approximately 20 years ago. At this time we at the police department are in agreement that the Perez's can move forward with the process seeking city approval for their restaurant and liquor license application.

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): EL BACHATERO LLC	PROPOSED LICENSE LOCATION: 1633 28 TH STREET, SUITE G
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: _____
James Carmody, Police Chief

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)

_____ Date: _____
Andrea Boot, Treasurer

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 _____ IS NOT in compliance with Section 14-177 through 14-179 of the City Code. *see attached email*

 _____ Date: 2/23/11
James DeLange, Chief Building Inspector

Delange, Jim

From: Delange, Jim
Sent: Wednesday, February 23, 2011 4:13 PM
To: Isakson, Heidi
Cc: Rynbrandt, Becky; Houghtalin, Jack
Subject: Class C review El Bachatero Suite G, 1633 28th st sw

Hello Heidi

Comments on revised plans indicating a larger tenant space per City Code section 14-179 (2) (a) and (b);

(a) City Code requires a building with a minimum gross floor area of 3,500 sq ft exclusive of dance area. Plans submitted indicate a gross ground floor area of 3,450 sq ft, which when subtracting the 502 sq ft dance area, results in a ground floor total of 2,948 sq ft.

The designer also indicates a mezzanine level of 1,250 sq ft in order to increase the technical building gross floor area to 4,700 sq ft. This mezzanine is drawn as a storage area, a small office and break room along with a non barrier free toilet / lavatory room. It is accessed via a rear stairway which is not available to customers. As such, it is debatable if this meets the intent of City Code when requiring a minimum size facility.

The mezzanine proposal is further complicated by the following;

(b) City code requires a minimum dining room capacity of 150 persons calculated at 15 sq ft @ person. Calculating ground floor dining areas using this method results in an occupant load of 114, or 76 % of the minimum on the ground floor.

The designer proposes a ground floor seating arrangement that with a combination of loose tables and chairs, fixed booth seating, and bar chairs results in an occupant load of 140 on the ground floor and also claims an additional 42 mezzanine occupants, totaling 182 which exceeds the minimum 150 required. However, as previously noted, the mezzanine is labeled as storage, a small office and break room with a non barrier free room with toilet and lavatory. This storage area is needed in order to comply with City Code (d) requiring kitchen/ storage areas to be 50 % or more of all dining areas. It can not serve dual purpose to also increase dining room capacity.

James W. De Lange
Chief Building Official
City of Wyoming, MI.

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): EL BACHATERO LLC	PROPOSED LICENSE LOCATION: 1633 28 TH STREET, SUITE G
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: _____
James Carmody, Police Chief

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 _____ Date: 2/21/2011
Andrea Boot, Treasurer

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 _____ IS NOT _____ in compliance with Section 14-177 through 14-179 of the City Code.

_____ Date: _____
James DeLange, Chief Building Inspector

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 Mayor Poll on Monday, March 21, 2011 at 7:00 P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

El Bachatero LLC for a new Class C licensed business to be located at 1633 Twenty Eighth Street SW, Suite G,
Wyoming 49519, 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 March 21, 2011.
(Date)

SEAL

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

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

Resolution No. _____

3/21/11
Utilities/MJR

RESOLUTION NO. _____

A RESOLUTION TO EXECUTE AN ADDENDUM TO A FARM LEASE AGREEMENT
WITH TOWNLINE POULTRY FARM, INC., OF ZEELAND, MICHIGAN

WHEREAS, the City of Wyoming owns certain property which is necessary to provide for future construction of a booster pump station for the City of Wyoming Donald K. Shine Water Treatment Plant; and

WHEREAS, the City has leased this property for agricultural purposes since 2008; and

WHEREAS, the City desires to extend the existing farm lease agreement with Townline Poultry Farm, Inc. of Zeeland and to include termination provisions for the eventual necessity to disturb this farm field at some future date; now, therefore,

BE IT RESOLVED, that the Mayor and City Clerk are hereby authorized to execute the attached Addendum to the Farm Lease Agreement of August 1, 2008 between the City of Wyoming and Townline Poultry Farm, Inc.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the forgoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session, held on the 21st day of March, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

Memorandum



**Utilities Department
Clean Water Plant**

To: Curtis Holt, City Manager

From: MJ Robinson, Admin. Aide

A handwritten signature in blue ink, appearing to read 'MJ Robinson', is written over the printed name.

Date: February 22, 2011

Re: Farm Lease Agreement - Addendum

Townline Poultry, Inc., located in Zeeland Township, has been leasing property for the purpose of planting field crops as outlined in the attached Farm Lease Agreement, since 2008. For each year of this agreement, the City receives \$2,800.00 in rental income from the lease of the farm for agricultural purposes. As a condition of this agreement, Townline Poultry, Inc. agrees to participate in the land application of Biosolids through a separate agreement (also attached for reference) with Synagro, the City's contracted Biosolids hauler.

In order to renew the rental agreement and plan for future pump station construction on this city owned property, the attached addendum was prepared and reviewed by the City Attorney. This addendum reduces the existing agreement to a one year, renewable agreement and makes provisions for reimbursement to the tenant if and when the pump station project moves forward to the point where farming at this location must cease.

I am requesting that the Addendum to the Farm Lease Agreement with Townline Poultry, Inc. be brought to the City Council for consideration at the next regular council session.

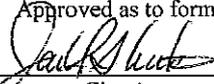
Reviewed by:

A handwritten signature in black ink, appearing to read 'Gerald Chern', is written over a horizontal line.

Addendum to Farm Lease Agreement of
August 1, 2008

This addendum is hereby made to the Farm Lease Agreement dated August 1, 2008, between the City of Wyoming as Owner and Town Line Poultry Farm, Inc. as Tenant for property located in Zeeland Township, Ottawa County, Michigan commonly known as 4500 – 96th Avenue, Zeeland, Michigan (parcel no. 70-17-06-100-016)

- A. The term of the lease shall be as follows:
1. One year from August 1, 2011.
 2. The Lease shall automatically be extended for two additional 1 year terms, on August 1 of each year, unless terminated as provided herein.
 3. Either party may terminate the lease by written notice given at least 30 days prior to any renewal date.
 4. Owner may terminate at any time upon 30 days notice, if control of the property is necessary for construction of improvements to the water transmission line or associated facilities of the City of Wyoming.
 5. In the event Owner terminates the lease prior to the expiration of any term of the lease, tenant shall be entitled to compensation for actual expenses incurred in preparation of the property for planting or for damage for any crops growing but unable to be harvested.
- B. All other provisions of the lease dated August 1, 2008, shall remain as provided in that lease.

Approved as to form

City Attorney

Owner – City of Wyoming

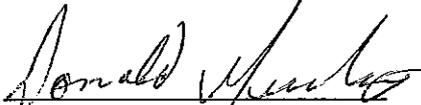
Dated: _____

Jack A. Poll, Mayor

Heidi A. Isakson, City Clerk

Tenant – Town Line Poultry Farm, Inc.

Dated: 2/24/11

 Owner

Its

MJR/
07/08

MJR/
07/08

FARM LEASE AGREEMENT

A. NAMES OF PARTIES AND DESCRIPTION OF PROPERTY

This lease is entered into this 1st day of August, 2008, between the City of Wyoming, of 1155 – 28th Street, Wyoming, Michigan and Townline Poultry Farm, Inc., tenant of PO Box 108, Zeeland, MI 49464, hereinafter called the landowner and tenant respectively. Under the terms and conditions that follow, the landowner hereby leases to the tenant a farm to use for agricultural purposes of approximately 33 acres, situated in Zeeland Township, Ottawa County, Michigan, commonly known as: 4500 – 96th Avenue, Zeeland, Michigan, Parcel # 70-17-06-100-016.

B. TERM OF LEASE

The term of this lease shall be from 2008 to 2011, and the tenant shall surrender possession at the end of the term or at the end of any extension thereof. Extensions must be placed in writing on this lease, and both parties agree that failure to execute an extension at least 5 months before the end of the current term shall be constructive notice of an intent to allow the lease to expire. Amendments and alterations to this lease may be made in writing in the space provided on the back of this form at any time by mutual agreement. In the event of failure to agree on a proposed alteration, the existing provisions of the lease shall control operations.

C. RENTAL RATES AND ARRANGEMENTS

1. Cash Rent

As rent for use of the farmland, the tenant agrees to pay the total sum of Two-thousand, eight-hundred dollars (\$2,800.00) per year. This represents acres and rates per acre as stated in the table below.

CROP	ACRES	RENT/ACRE	TOTAL
Corn or Beans	Approx. 33	\$84.84/acre	\$2,800.00

This cash rent shall be the amount stated above but adjusted annually after the first year in the following manner: (optional): N/A

2. The total cash rent shall be paid on December 1st of each year.

D. CONSERVATION PRACTICES

Tenant agrees to keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways, and refrain from any operations or practice that will injure such structures. The tenant agrees to remain in compliance with the conservation plan of the farm.

E. PARTICIPATION IN BIOSOLIDS RECYCLING PROGRAM

Tenant agrees to participate in a biosolids recycling program administered by Synagro Midwest on behalf of the owner. Tenant agrees to complete and sign the attached addendum to this agreement (Exhibit A), which outlines the terms and conditions of participation in this program.

F. PROPERTY RIGHTS:

1. Right of Entry

The landowner reserves the right for them, their agents, their employees, or their assigns to enter the farm at any reasonable time for purposes of: (a) consultation with the tenant; (b) making repairs, improvements, and inspection; (c) developing mineral resources; and (d) after notice of termination of the lease is given, for purposes of plowing, seeding, fertilizing, and such customary seasonal work, none of which is to interfere with the tenant in carrying out regular farm operations.

2. Transfer of Farm

If the landowner should sell or otherwise transfer title to the farm, he or she will do so subject to the provisions of this lease.

3. No Right to Sublease

The landowner does not convey to the tenant the right to lease or sublease any part of the farm or to assign the lease to any person or persons, unless prior approval is obtained from the landowner.

4. Heirs and Successors

The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both landowner and tenant in like manner as upon the original parties. However, in event the lease is for more than one year, the heirs or successors of the tenant shall have the option to give written notice of termination effective at the end of the lease year in which death occurs.

5. Additional agreements regarding property rights:

- a. Crop Residue Grazing: N/A
- b. Fishing: N/A
- c. Forestry Land: N/A
- d. Hunting: maybe
- e. Recreation: N/A

H. NON PARTNERSHIP

This lease does not give rise to a partnership. Neither party shall have the authority to bind the other without written consent. Neither party shall be liable for debts or obligations incurred by the other without written consent.

I. ARBITRATION

If parties to this lease cannot reach an agreement on any matter, or problem, the question shall be submitted to an Arbitration Committee for decision. This committee shall be composed of three disinterested persons, one selected by each party hereto and the third by

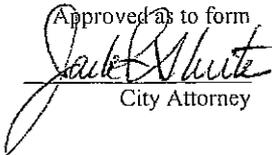
the two thus selected. The decision of the Arbitration Committee shall be accepted by both parties.

J. DEFAULT

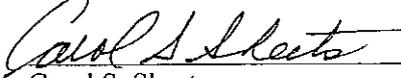
If either party willfully neglects or refuses to carry out any provision, the other party shall have the right, in addition to compensation for damages, to terminate the lease. He or she shall do so by written notice on the party at fault, specifying the violations of the agreement. If violations are not corrected within 30 days, the lease shall be terminated.

K. ADDITIONAL AGREEMENTS:

NONE

Approved as to form

City Attorney

City of Wyoming



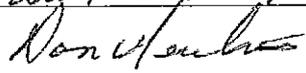
Carol S. Sheets
Its Mayor

Date: 08/20/08



Heidi A. Isakson
Its City Clerk



Tenant: 
of Townline Poultry, Inc.

Date: 8/1/08

Synagro Central, LLC

807 Lake Lansing Road - Lansing, MI 48906 - Phone: (800) 575-8434 or (517) 487-9280 - Fax: (517) 487-2508

We, as Owner and Operator, hereby agree to voluntarily participate in a biosolids recycling program administered by Synagro Midwest, Inc. (hereinafter Synagro) under contract by the City of Wyoming Wastewater Treatment Facility (hereinafter Generator). This agreement replaces any other previous biosolids land application agreements we have signed.

We understand that biosolids will be applied to the site(s) listed below in accordance with regulations administered by the Michigan Department of Environmental Quality (MDEQ) and the United States Environmental Protection Agency (USEPA).

We understand that following biosolids application the site restrictions below apply, and agree to be responsible for adhering to them:

1. Food crops, feed crops, and fiber crops shall not be harvested for 30 days after the application of biosolids.
2. Food crops with harvested parts that touch the biosolids/soil mixture (e.g. tomatoes, peppers) shall not be harvested for 14 months after the application of biosolids.
3. Food crops with harvested parts below the surface of the land (e.g. potatoes, sugar beets) shall not be harvested for 20 months after the application of biosolids when the biosolids remain on the land surface ≥ 4 months prior to incorporation into the soil, or 38 months when the biosolids remain on the land surface < 4 months prior to incorporation.
4. Animals shall not be grazed on the land for 30 days after the application of biosolids.
5. Public access to land with a low potential for public exposure (e.g. private property) shall be restricted for 30 days. Public access to land with a high potential for public exposure (e.g. parks, playgrounds) shall be restricted for one year.
6. Turf grown on land where biosolids are applied shall not be harvested for 1 year after application of biosolids when the harvested turf is placed on either land with a high potential for public exposure or a lawn, unless otherwise specified by the permitting authority.

We agree to allow representatives of Synagro, MDEQ, USEPA, and Generator access to my land for the purposes of conducting site inspections, obtaining soil samples, applying biosolids and related testing. We reserve the right to ask the above parties for proper identification. We authorize a representative of Synagro to obtain maps of my land from the local FSA office on my behalf.

We certify this land has not been permitted for use by another facility, and that no prior application of residuals (including septage) from another municipal, industrial or private treatment facility has been made to this land except as specifically stated below. Further, we agree not to accept biosolids (or septage) from any other source during the term of this agreement.

We understand that this transaction is not contemplated to be a sale of goods, and that the Generator and Synagro are willing to provide the service of land applying biosolids without charge. It is understood that application and field data provided to me is intended for informational purposes. The Generator and Synagro do not assume any responsibility for the interpretation and/or use of this data.

We understand that successful crop production depends on many variables, such as weather, soil conditions and specific farming practices and that while the Generator and Synagro have experience with land application of biosolids, the responsibility for properly adapting agricultural practices to biosolids utilization are solely ours. We also acknowledge receipt of the sheet "Important Information About Using Biosolids as a Fertilizer" which is on the reverse side and incorporated by reference into this agreement.

Synagro must apply biosolids at or below the agronomic rate of the crop to be grown. As such, we understand and agree that it is our responsibility when contacted by a Synagro representative to advise them of the crop to be grown following the biosolids application and they will use this information to apply at or below the allowed agronomic rate of the crop we specify.

We understand that should land ownership change, it is our responsibility to advise Synagro of these changes prior to any biosolids application. We understand land use restrictions from biosolids application overlap all ownership changes until the restrictions expire.

RENTER/LEASEE ACKNOWLEDGMENT

SIGNATURE: Township Poultry Farm Inc DATE: 10/24/07
NAME: Don Goertings PHONE: 616-836-0740
ADDRESS: Box 108 Zealand MI 49464

OWNER ACKNOWLEDGMENT

SIGNATURE: _____ DATE: _____
NAME: _____ PHONE: _____
ADDRESS: _____ PREVIOUS OWNER: _____
PROPERTY PURCHASE DATE: _____

FIELD INFORMATION

COUNTY: OTTEWA TOWNSHIP: Zealand SECTION: _____ ACRES: _____
CROP(S) TO BE GROWN: Corn or beans

IMPORTANT INFORMATION ABOUT USING BIOSOLIDS AS A FERTILIZER

Biosolids Generation

Biosolids are the accumulated, treated solids that are separated from water during the wastewater treatment process. Biosolids are produced by public and private wastewater treatment plants (Generators). The Generator is responsible for supplying biosolids that are suitable for land application according to state and federal specifications.

Benefits of Biosolids

Biosolids provide nitrogen in a form that can be taken up by plants during their growth cycle. Biosolids also add phosphorus to the soil. If lime is added to biosolids, the biosolids will have the added benefit of a liming agent. Biosolids contain many primary, secondary and micronutrients that can be used by plants. Biosolids are primarily an organic material; when added to soil, they improve water and nutrient retention, reduce erosion potential and improve soil structure.

The Permitting Process

Once the farm operator requests biosolids, a Synagro representative initially evaluates the farm for truck access and field conditions. If the farm is found to be suitable and the Request for Biosolids and the Consent for Biosolids forms are signed, Synagro will collect soil samples and have them analyzed by an independent laboratory.

Synagro will then apply for any federal, state or local permits required for biosolids application. The permits will specifically identify the fields to which biosolids will be applied and will be issued to Synagro or the Generator.

After the permits are obtained (a process that may take several months or more) Synagro will use its best efforts to apply biosolids to the permitted fields, as they become available. Availability of biosolids may vary because of weather conditions, contractual arrangements with biosolids generators and other factors and therefore Synagro cannot guarantee biosolids application will occur.

The conditions outlined in the permit will apply to any and all biosolids applications made by Synagro. Synagro will not be responsible for biosolids applications made by any other entity.

Periodic visits to the land application site by federal, state and local regulatory staff and Synagro representatives may occur for the purpose of permitting the site, inspecting the site, applying biosolids, obtaining samples at the site and testing. Proper identification will be provided upon request.

Agronomic Considerations

Tractor-trailer units are used to deliver biosolids to the fields approved for biosolids applications. Soil compaction may occur on the travel areas used by the trucks and in areas where biosolids is unloaded for transfer to the applicator vehicle.

Since some biosolids contain lime, it is important to recognize any increase in soil pH where biosolids have been applied and exercise care in using certain herbicides. If considering the use of a sulfonylurea herbicide, particular attention should be paid to any label restrictions. High soil pH and dry weather may slow decomposition of these chemicals, resulting in carry-over. For soils with low manganese levels, increased soil pH from lime addition (alone or in lime treated biosolids) may reduce manganese availability and thereby potentially reduce crop yields.

In planning a herbicide program, it should be noted that seeds may sometimes survive the biosolids treatment process-- for example, tomato seeds. Also, the organic matter additions from biosolids application (organic matter tends to tie up certain herbicides) may require increased herbicide application rates. Consult your extension agent or chemical representative for a specific recommendation.

Biosolids contain salts. Biosolids applications alone rarely cause salt problems. However, if combined with other significant salt-increasing factors such as drought, excessive soil compaction, saline irrigation water and salt-containing fertilizers, salts may reach levels that could negatively affect germination and growth of some crops.

While odor from biosolids applications are not usually significant, and typically less than that from livestock manure, it is possible that an odor from the decomposition of organic matter may be noticed. If this occurs, it generally disappears in a short time.

Since biosolids provide nitrogen it will be released slowly throughout the growing season with diminishing carry-over in subsequent years, it is important to reduce the use of nitrogen and other fertilizers to appropriate levels.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF
TRANSPORTATION FOR UPGRADES TO THE SIDEWALK ALONG 28TH STREET
(HIGHWAY M-11) TO MEET ADA STANDARDS IN THE CITY OF WYOMING

WHEREAS, the Michigan Department of Transportation (MDOT) proposes to provide upgrades to the sidewalk and sidewalk ramps along the north side of 28th Street (M-11) to meet current ADA standards, and

WHEREAS, the project will upgrade all sidewalk and walk ramps along the north side of 28th Street from Church Street (near Highway I-196) to Highway US-131 in Wyoming, and

WHEREAS, the Michigan Department of Transportation (MDOT) has prepared the attached City-State Agreement for the project, identifying the costs and obligations of each respective party, and

WHEREAS, the City's \$3,400 share of this project can be financed out of the Capital Improvement Program Fund, but a budget amendment is necessary; now, therefore,

BE IT RESOLVED that the City Council hereby authorizes the Mayor and City Clerk to execute the attached Agreement with MDOT for upgrades to the sidewalk along 28th Street (Highway M-11) to meet current ADA standards in the City of Wyoming and hereby approves the attached budget amendment.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion Carried: _____ Yeas, _____ Nays.

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 the 21st day of March, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachments: Agreement
Budget Amendment

Resolution No. _____

FEDERAL AID PROGRESS PAYMENT

DAB
Control Section NH 41062
Job Number 105473A
Federal Project NH 1141(032)
Federal Item HH 7120
Contract 11-5037

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

Upgrades to sidewalk and sidewalk ramps in order to meet ADA standards at various locations along the north side of Highway M-11 (28th Street) from Church Street (near Highway I-196) to Highway US-131; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$148,900; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The CITY hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY shall make available to the PROJECT, at no cost, all lands required thereof, now owned by it or under its control for purpose of completing said PROJECT. The CITY shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the CITY. That portion of the PROJECT which lies within the right of way under the control or ownership by the CITY shall become part of the CITY facility upon completion and acceptance of the PROJECT and shall be maintained by the CITY in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of CITY right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PROJECT COST shall be charged to and paid by the DEPARTMENT and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

DEPARTMENT -	87.5%
CITY -	12.5%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

TOTAL ESTIMATED COST	FEDERAL AID	BALANCE AFTER FEDERAL AID	DEPT'S SHARE	CITY'S SHARE
\$148,900	\$121,900	\$27,000	\$23,600	\$3,400

The CE costs will be apportioned in the same ratio as the actual direct construction costs.

Participation, if any, by the CITY in the acquisition of trunkline right-of-way shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made thereof and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the CITY'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a biweekly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No biweekly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. The CITY shall be billed for their share of the preliminary engineering costs upon award of the PROJECT. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the CITY will be based upon the CITY'S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.

8. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its required payments as specified herein.

9. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such moneys thereafter allocated by law to the CITY from the Michigan transportation Fund sufficient moneys to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

10. Upon completion of construction, the facilities being constructed as the PROJECT shall be operated and maintained by the CITY at no cost to the DEPARTMENT.

11. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

12. This contract is not intended to increase or decrease either party's liability, or immunity from, tort claims.

13. All of the PROJECT work shall be done by the DEPARTMENT.

14. In connection with the performance of the PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

15. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

FORM APPROVED
2/28/11
[Signature]
ASSISTANT
ATTORNEY
GENERAL

WCS
REVIEWED
2-23-11
CONTRACTS

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
COMPUTER HARDWARE & SOFTWARE

WHEREAS, on Tuesday, March 1, 2011 bids were received in answer to the City's invitation to bid on computer hardware and software, and

WHEREAS, the City's Director of Information Technology has detailed in the attached memorandum and tabulation sheets the justification for the purchase of computer hardware and software from En Pointe Technologies Sales, Global Gov/Ed Solutions, Inc. and Secant Technologies, and

WHEREAS, funds for the purchase of the computer hardware and software are budgeted in account number 101-258-25800-984017, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the purchase of computer hardware and software from En Pointe Technologies Sales, Global Gov/Ed Solutions, Inc. and Secant Technologies as detailed in the attached memorandum and tabulation sheets.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays

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 the 21st day of March, 2011.

Heidi A. Isakson
Wyoming City Clerk

Attachments: Memorandum
Tabulation Sheets

Resolution No. _____



Information Technology Department
Telephone (616) 261-3524
1155 – 28th Street, S.W., Box 905 Wyoming, Michigan 49509-0905
Web: www.ci.wyoming.mi.us



TO: Curtis Holt, City Manager

Cc: James Kohmescher, Director of Administrative Services
Kim Oostindie, Human Resources Supervisor
Tim Smith, Finance Director

FROM: Gail Sheppard, Director of Information Technology

DATE: March 7, 2011

SUBJECT: City Hardware/Software Bid Specification Results

On Tuesday, March 1, 2011, twelve responses were received in answer to our two hundred and twenty one invitations to bid on various computer software and/or hardware components not available through WSCA. A review and evaluation of the bids received (refer to attachment) resulted with four of the vendors (En Pointe Technologies Sales, Global Gov/Ed Solutions, Inc., Precision Data Products, Inc., and Secant Technologies) being recommended for specific portions of the bid.

The justification for the request to the City Council to award the bid to **En Pointe Technologies Sales** for the Mobile Unit Replacements; to award the bid to **Global Gov/Ed Solutions, Inc.** for the Miscellaneous Equipment Replacements; to award the bid to **Precision Data Products, Inc.** for the Streaming Video Equipment and Service and to award the bid to **Secant Technologies** for the Cisco Infrastructure Upgrades and Replacements; is based upon the lowest complete bid received in respective areas.

Justification for computer hardware/software is based upon maintaining our IT infrastructure to support enterprise technology solutions, facilitate interoperability and connectivity and support technologies and processes that increase service to our employees and/or citizens. Replacement/upgrade is generally completed on an as needed basis; specific to communication/speed, obsolesce and/or changes in technology.

The Cisco infrastructure upgrades/replacements (along with one spare router to decrease outage timeframes for hardware failures) are specific to the Police department. The switches will handle Gigabit speeds and Power over Ethernet capabilities, for datacenter aggregation, virtualization and Voice over IP efforts.

The Streaming video equipment/service will provide a method for more effective, farther reaching video communications. With video broadcasting and Internet streaming video-on-demand we can inform, promote, and alert, providing transparency and improving the way we communicate. This solution will provide the City the ability to inform residents on upcoming events, provide coverage of public meetings and local events, but most importantly make our citizens aware of the essential services that are provided by their local government.

Funding for the purchase of the computer hardware/software listed on the 'Fall 2010 – Bid Tabulation' sheet is budgeted and available in the **General Fund – Information Technology** – Computer Equipment account #101-258-25800-984017 for (\$84,071).

Attachment: Bid Tabulation for Computer Hardware and Software

City of Wyoming
Spring 2011 - Information Technology
Bid Tabulation for Computer Hardware and Software

3/15/2011
2:17 PM

Quantity	Mfg. Part Number	Hardware / Software Item Description	AVI Systems, Inc.		En Pointe Technologies Sales, Inc.		Global Computer		Global Gov/Ed Solutions, Inc.		Howard Industries, Inc.	
			Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt
Mobile Unit Replacements												
9	CF-31GA3AX1M	Panasonic Toughbook 31, Core i3 350M / 2.26 GHz, RAM - 4 GB, HDD 160 GB, HD Graphics, Gigabit Ethernet - WLAN: 802.11b/g/n, Bluetooth 2.1 EDR, Windows 7.0 Professional, 13.1" LED backlight TFT (Touch Screen) 1024 x 768	0.00	3,296.79	29,671.11	3,474.26	31,268.34	3,357.25	30,215.25	3,678.00	33,102.00	
Mobile Unit Replacements Subtotal			\$0.00		\$29,671.11		\$31,268.34		\$30,215.25		\$33,102.00	
Cisco Infrastructure Upgrades & Replacements												
1	CISCO2921-SEC/K9	Cisco 2921 Security Bundle w/SEC license PAK	0.00	2,556.55	2,556.55	2,687.09	2,687.09	2,604.00	2,604.00	2,883.00	2,883.00	
1	HWIC-2FE	Cisco HWIC-2FE	0.00	847.64	847.64	894.28	894.28	866.75	866.75	947.00	947.00	
2	AIR-LAP1142N-A-K9	Cisco Aironet 1140 Series Access Point-Dual-band 802.11 a/g/n	0.00	581.95	1,163.90	616.04	1,232.08	594.50	1,189.00	100.00	200.00	
2	AIR-PWRINJ4=	Cisco Power Injector	0.00	88.55	177.10	92.48	184.96	89.65	179.30	652.00	1,304.00	
4	WS-C2960S-24TD-L	Cisco Catalyst 2960S 24 GigE, 2 x 10G SFP+ LAN Base	0.00	2,370.21	9,480.84	2,485.06	9,940.24	2,402.00	9,608.00	0.00	0.00	
4	CON-SNT-2960S2TD	Cisco SMARTNET 8x5xNBD Cat 2960S Stk24 GigE, 2x10G SFP+ LAN Base	0.00	249.46	997.84	279.09	1,116.36	270.55	1,082.20	0.00	0.00	
4	WS-C2960S-48FPS-L	Cisco Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base	0.00	3,945.55	15,782.20	4,143.89	16,575.56	4,005.25	16,021.00	4,446.00	17,784.00	
4	CON-SNT-2960S4FS	Cisco SMARTNET 8x5xNBD Cat 2960S Stk48 GigE, PoE 740W, 4xSFP Base	0.00	249.46	997.84	279.09	1,116.36	270.55	1,082.20	295.00	1,180.00	
8	C2960S-STACK	Cisco 2960S FlexStack Stack Module optional for LAN Base	0.00	791.64	6,333.12	829.42	6,635.36	801.75	6,414.00	898.00	7,184.00	
2	SFP-10G-LRM=	Cisco 10GBase-LRM SFP+ Module for MMF	0.00	758.44	1,516.88	823.05	1,646.10	774.00	1,548.00	883.00	1,766.00	
2	CAB-MCP-LC=	Cisco IEEE 802.3z-compliant optical fiber assembly consisting of a single-mode fiber permanently coupled off-center to a 62.5-micron multimode optical fiber with duplex SC connectors at one end and duplex LC connectors at the other end. The patch cord is 1 meter (3.28 feet) in length	0.00	0.00	0.00	308.37	616.74	299.00	598.00	0.00	0.00	
2	PWR-RPS2300=	Cisco Redundant Power System 2300 - power supply - redundant	0.00	702.92	1,405.84	740.09	1,480.18	717.25	1,434.50	794.00	1,588.00	
4	C3K-PWR-750WAC=	Cisco Power Supply - Hot Plug - 750 Watt power supply for 24-port switch with 420W PoE	0.00	581.95	2,327.80	613.56	2,454.24	593.35	2,373.40	658.00	2,632.00	
6	CAB-RPS2300=	Cisco GSA RPS CAB 2300 Non-ENET SW	0.00	89.25	535.50	92.52	555.12	89.70	538.20	99.00	594.00	
**		Cisco Infrastructure Upgrades & Replacements Subtotal	\$0.00		Incomplete \$44,123.05		\$47,134.67		\$45,538.55	Incomplete	\$38,062.00	

City of Wyoming
 Spring 2011 - Information Technology
 Bid Tabulation for Computer Hardware and Software

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Quantity	Mfg. Part Number	Hardware / Software Item Description	AVI Systems, Inc.		En Pointe Technologies Sales, Inc.		Global Computer		Global Gov/Ed Solutions, Inc.		Howard Industries, Inc.	
			Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt
Streaming Video Equipment & Service												
1	PEGvault-SD	LEIGHTRONIX Digital Video Encoder	2,643.00	2,643.00		0.00		0.00		0.00		0.00
1	PEGstream-SD	LEIGHTRONIX Live Streaming Media Encoder	3,760.00	3,760.00		0.00		0.00		0.00		0.00
1	PEG Stream	LEIGHTRONIX One Year Live Streaming Service	2,898.00	2,898.00		0.00		0.00		0.00		0.00
1	PEG Central	LEIGHTRONIX One Year Web Media Hosting and Streaming Video-On-Demand Service	2,886.00	2,886.00		0.00		0.00		0.00		0.00
Streaming Video Equipment & Service Subtotal				\$12,187.00		\$0.00		\$0.00		\$0.00		\$0.00
Miscellaneous Equipment Replacements												
1	AirCheck	Fluke Networks Aircheck Wi-Fi Tester		0.00	1,729.05	1,729.05	1,897.16	1,897.16	1,748.50	1,748.50		0.00
1	CIQ-KIT	Fluke Networks CableQ Advanced IT Kit		0.00	1,436.64	1,436.64	1,491.33	1,491.33	1,445.70	1,445.70		0.00
1	AR100HD	APC NetShelter WX 13U Wall-Mount Enclosure		0.00	433.87	433.87	468.95	468.95	434.25	434.25	496.00	496.00
1	PS186A-R2	Black Box 6 Outlet Rackmount Power Strip		0.00		0.00	68.70	68.70	69.55	69.55		0.00
1	PSA1000MT3-12OU	Liebert PSA 1000MT - UPS, External 1000 VA power capacity, 6 min. battery run time (up to), 600 WATT power provided, AC 120V, 2 years Warranty		0.00		0.00	117.96	117.96	115.75	115.75		0.00
Miscellaneous Equipment Replacements Subtotal				\$0.00	Incomplete	\$3,599.56		\$4,044.10		\$3,813.75	Incomplete	\$496.00

Quantity	Mfg. Part Number	Hardware / Software Item Description	M & K Construction Supply, LLC		NeTech Corporation		Next I.T.		Precision Data Products, Inc.		Roscor	
			Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt
Mobile Unit Replacements												
9	CF-31GA3AX1M	Panasonic Toughbook 31, Core i3 350M / 2.26 GHz, RAM - 4 GB, HDD 160 GB, HD Graphics, Gigabit Ethernet - WLAN: 802.11b/g/n, Bluetooth 2.1 EDR, Windows 7.0 Professional, 13.1" LED backlight TFT (Touch Screen) 1024 x 768	4,233.60	38,102.40	3,465.00	31,185.00	3,492.16	31,429.44	3,390.00	30,510.00		0.00
Mobile Unit Replacements Subtotal				\$38,102.40		\$31,185.00		\$31,429.44		\$30,510.00		\$0.00
Cisco Infrastructure Upgrades & Replacements												
1	CISCO2921-SEC/K9	Cisco 2921 Security Bundle w/SEC license PAK	3,268.80	3,268.80	2,389.40	2,389.40	2,668.30	2,668.30	2,745.00	2,745.00		0.00
1	HWIC-2FE	Cisco HWIC-2FE	1,094.40	1,094.40	754.00	754.00	903.57	903.57	806.80	806.80		0.00
2	AIR-LAP1142N-A-K9	Cisco Aironet 1140 Series Access Point-Dual-band 802.11 a/g/n	903.60	1,807.20	517.40	1,034.80	619.91	1,239.82	585.29	1,170.58		0.00
2	AIR-PWRINJ4=	Cisco Power Injector	121.33	242.66	77.48	154.96	90.63	181.26	86.67	173.34		0.00
4	WS-C2960S-24TD-L	Cisco Catalyst 2960S 24 GigE, 2 x 10G SFP+ LAN Base	2,956.80	11,827.20	2,337.40	9,349.60	2,473.87	9,895.48	2,447.88	9,791.52		0.00
4	CON-SNT-2960S2TD	Cisco SMARTNET 8x5xNBD Cat 2960S Stk24 GigE, 2x10G SFP+ LAN Base	390.00	1,560.00	276.25	1,105.00	276.17	1,104.68	297.57	1,190.28		0.00
4	WS-C2960S-48FPS-L	Cisco Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base	5,056.80	20,227.20	3,897.40	15,589.60	4,125.22	16,500.88	4,081.90	16,327.60		0.00
4	CON-SNT-2960S4FS	Cisco SMARTNET 8x5xNBD Cat 2960S Stk48 GigE, PoE 740W, 4xSFP Base	390.00	1,560.00	276.25	1,105.00	276.17	1,104.68	277.51	1,110.04		0.00
8	C2960S-STACK	Cisco 2960S FlexStack Stack Module optional for LAN Base	1,224.00	9,792.00	780.00	6,240.00	825.68	6,605.44	850.00	6,800.00		0.00
2	SFP-10G-LRM=	Cisco 10GBase-LRM SFP+ Module for MMF	1,435.12	2,870.24	673.40	1,346.80	784.67	1,569.34	720.11	1,440.22		0.00
2	CAB-MCP-LC=	Cisco IEEE 802.3z-compliant optical fiber assembly consisting of a single-mode fiber permanently coupled off-center to a 62.5-micron multimode optical fiber with duplex SC connectors at one end and duplex LC connectors at the other end. The patch cord is 1 meter (3.28 feet) in length	259.90	519.80	260.00	520.00	0.00	0.00	294.25	588.50		0.00
2	PWR-RPS2300=	Cisco Redundant Power System 2300 - power supply - redundant	1,284.25	2,568.50	624.00	1,248.00	733.26	1,466.52	706.20	1,412.40		0.00
4	C3K-PWR-750WAC=	Cisco Power Supply - Hot Plug - 750 Watt power supply for 24-port switch with 420W PoE	1,005.22	4,020.88	517.40	2,069.60	607.90	2,431.60	585.29	2,341.16		0.00
6	CAB-RPS2300=	Cisco GSA RPS CAB 2300 Non-ENET SW	146.57	879.42	78.00	468.00	91.66	549.96	87.75	526.50		0.00
**		Cisco Infrastructure Upgrades & Replacements Subtotal		\$62,238.30		\$43,374.76	Incomplete	\$46,221.53		\$46,423.94		\$0.00

City of Wyoming
 Spring 2011 - Information Technology
 Bid Tabulation for Computer Hardware and Software

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Quantity	Mfg. Part Number	Hardware / Software Item Description	M & K Construction Supply, LLC		NeTech Corporation		Next I.T.		Precision Data Products, Inc.		Roscor	
			Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt
Streaming Video Equipment & Service									freight	98.00		
1	PEGvault-SD	LEIGHTRONIX Digital Video Encoder	4,014.00	4,014.00	2,735.00	2,735.00		0.00	2,628.80	2,628.80	2,391.00	2,391.00
1	PEGstream-SD	LEIGHTRONIX Live Streaming Media Encoder	5,334.00	5,334.00	3,625.00	3,625.00		0.00	3,487.40	3,487.40	3,396.00	3,396.00
1	PEG Stream	LEIGHTRONIX One Year Live Streaming Service	3,600.00	3,600.00	1,845.00	1,845.00		0.00	1,759.60	1,759.60	2,805.00	2,805.00
1	PEG Central	LEIGHTRONIX One Year Web Media Hosting and Streaming Video-On-Demand Service	3,585.60	3,585.60	3,065.00	3,065.00		0.00	2,925.60	2,925.60	2,794.00	2,794.00
Streaming Video Equipment & Service Subtotal				\$16,533.60		\$11,270.00		\$0.00		\$10,899.40		\$11,386.00
Miscellaneous Equipment Replacements												
1	AirCheck	Fluke Networks Aircheck Wi-Fi Tester	2,503.20	2,503.20	2,118.00	2,118.00		0.00	1,839.02	1,839.02		0.00
1	CIQ-KIT	Fluke Networks CableQ Advanced IT Kit	2,148.85	2,148.85	1,711.00	1,711.00		0.00	1,480.32	1,480.32		0.00
1	AR100HD	APC NetShelter WX 13U Wall-Mount Enclosure	782.14	782.14	470.00	470.00		0.00	469.15	469.15		0.00
1	PS186A-R2	Black Box 6 Outlet Rackmount Power Strip	130.76	130.76	78.44	78.44		0.00	85.00	85.00		0.00
1	PSA1000MT3-12OU	Liebert PSA 1000MT - UPS, External 1000 VA power capacity, 6 min. battery run time (up to), 600 WATT power provided, AC 120V, 2 years Warranty	268.07	268.07	125.00	125.00		0.00	120.09	120.09		0.00
Miscellaneous Equipment Replacements Subtotal				\$5,833.02		\$4,502.44		\$0.00		\$3,993.58		\$0.00

City of Wyoming
Spring 2011 - Information Technology
Bid Tabulation for Computer Hardware and Software

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Quantity	Mfg. Part Number	Hardware / Software Item Description	Secant		Tele-Rad, Inc.	
			Unit Cost	Ext. Amt	Unit Cost	Ext. Amt
Mobile Unit Replacements						
9	CF-31GA3AXIM	Panasonic Toughbook 31, Core i3 350M / 2.26 GHz, RAM - 4 GB, HDD 160 GB, HD Graphics, Gigabit Ethernet - WLAN: 802.11b/g/n, Bluetooth 2.1 EDR, Windows 7.0 Professional, 13.1" LED backlight TFT (Touch Screen) 1024 x 768	3,429.00	30,861.00	3,408.26	30,674.34
Mobile Unit Replacements Subtotal				\$30,861.00		\$30,674.34
Cisco Infrastructure Upgrades & Replacements						
1	CISCO2921-SEC/K9	Cisco 2921 Security Bundle w/SEC license PAK	2,159.65	2,159.65		0.00
1	HWIC-2FE	Cisco HWIC-2FE	681.50	681.50		0.00
2	AIR-LAP1142N-A-K9	Cisco Aironet 1140 Series Access Point-Dual-band 802.11 a/g/n	467.65	935.30		0.00
2	AIR-PWRINJ4=	Cisco Power Injector	70.03	140.06		0.00
4	WS-C2960S-24TD-L	Cisco Catalyst 2960S 24 GigE, 2 x 10G SFP+ LAN Base	2,112.65	8,450.60		0.00
4	CON-SNT-2960S2TD	Cisco SMARTNET 8x5xNBD Cat 2960S Sdk24 GigE, 2x10G SFP+ LAN Base	285.00	1,140.00		0.00
4	WS-C2960S-48FPS-L	Cisco Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base	3,522.65	14,090.60		0.00
4	CON-SNT-2960S4FS	Cisco SMARTNET 8x5xNBD Cat 2960S Sdk48 GigE, PoE 740W, 4xSFP Base	285.00	1,140.00		0.00
8	C2960S-STACK	Cisco 2960S FlexStack Stack Module optional for LAN Base	705.00	5,640.00		0.00
2	SFP-10G-LRM=	Cisco 10GBase-LRM SFP+ Module for MMF	608.65	1,217.30		0.00
2	CAB-MCP-LC=	Cisco IEEE 802.3z-compliant optical fiber assembly consisting of a single-mode fiber permanently coupled off-center to a 62.5-micron multimode optical fiber with duplex SC connectors at one end and duplex LC connectors at the other end. The patch cord is 1 meter (3.28 feet) in length	335.00	670.00		0.00
2	PWR-RPS2300=	Cisco Redundant Power System 2300 - power supply - redundant	564.00	1,128.00		0.00
4	C3K-PWR-750WAC=	Cisco Power Supply - Hot Plug - 750 Watt power supply for 24-port switch with 420W PoE	467.65	1,870.60		0.00
6	CAB-RPS2300=	Cisco GSA RPS CAB 2300 Non-ENET SW	70.50	423.00		0.00
**		Cisco Infrastructure Upgrades & Replacements Subtotal		\$39,686.61		\$0.00

City of Wyoming
 Spring 2011 - Information Technology
 Bid Tabulation for Computer Hardware and Software

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Quantity	Mfg. Part Number	Hardware / Software Item Description	Secant		Tele-Rad, Inc.	
			Unit Cost	Ext. Amt	Unit Cost	Ext. Amt
Streaming Video Equipment & Service						
1	PEGvault-SD	LEIGHTRONIX Digital Video Encoder		0.00		0.00
1	PEGstream-SD	LEIGHTRONIX Live Streaming Media Encoder		0.00		0.00
1	PEG Stream	LEIGHTRONIX One Year Live Streaming Service		0.00		0.00
1	PEG Central	LEIGHTRONIX One Year Web Media Hosting and Streaming Video-On-Demand Service		0.00		0.00
Streaming Video Equipment & Service Subtotal				\$0.00		\$0.00
Miscellaneous Equipment Replacements						
1	AirCheck	Fluke Networks Aircheck Wi-Fi Tester		0.00		0.00
1	CIQ-KIT	Fluke Networks CableQ Advanced IT Kit		0.00		0.00
1	AR100HD	APC NetShelter WX 13U Wall-Mount Enclosure	480.00	480.00		0.00
1	PS186A-R2	Black Box 6 Outlet Rackmount Power Strip		0.00		0.00
1	PSA1000MT3-120U	Liebert PSA 1000MT - UPS, External 1000 VA power capacity, 6 min. battery run time (up to), 600 WATT power provided, AC 120V, 2 years Warranty	133.00	133.00		0.00
Miscellaneous Equipment Replacements Subtotal			Incomplete	\$613.00		\$0.00

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
STREAMING VIDEO EQUIPMENT AND SERVICE

WHEREAS, on Tuesday, March 1, 2011 bids were received in answer to the City's invitation to bid on streaming video equipment and service, and

WHEREAS, the City's Director of Information Technology has detailed in the attached memorandum and tabulation sheets the justification for the purchase of the streaming video equipment and service from Precision Data Products, Inc., and

WHEREAS, funds for the purchase of the steaming video equipment and service are budgeted in account number 101-258-25800-984017, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the purchase of the streaming video equipment and service from Precision Data Products, Inc. as detailed in the attached memorandum and tabulation sheets.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays

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 the 21st day of March, 2011.

Heidi A. Isakson
Wyoming City Clerk

Attachments: Memorandum
Tabulation Sheets

Resolution No. _____



Information Technology Department
Telephone (616) 261-3524
1155 – 28th Street, S.W., Box 905 Wyoming, Michigan 49509-0905
Web: www.ci.wyoming.mi.us



TO: Curtis Holt, City Manager

Cc: James Kohmescher, Director of Administrative Services
Kim Oostindie, Human Resources Supervisor
Tim Smith, Finance Director

FROM: Gail Sheppard, Director of Information Technology

DATE: March 7, 2011

SUBJECT: City Hardware/Software Bid Specification Results

On Tuesday, March 1, 2011, twelve responses were received in answer to our two hundred and twenty one invitations to bid on various computer software and/or hardware components not available through WSCA. A review and evaluation of the bids received (refer to attachment) resulted with four of the vendors (En Pointe Technologies Sales, Global Gov/Ed Solutions, Inc., Precision Data Products, Inc., and Secant Technologies) being recommended for specific portions of the bid.

The justification for the request to the City Council to award the bid to **En Pointe Technologies Sales** for the Mobile Unit Replacements; to award the bid to **Global Gov/Ed Solutions, Inc.** for the Miscellaneous Equipment Replacements; to award the bid to **Precision Data Products, Inc.** for the Streaming Video Equipment and Service and to award the bid to **Secant Technologies** for the Cisco Infrastructure Upgrades and Replacements; is based upon the lowest complete bid received in respective areas.

Justification for computer hardware/software is based upon maintaining our IT infrastructure to support enterprise technology solutions, facilitate interoperability and connectivity and support technologies and processes that increase service to our employees and/or citizens. Replacement/upgrade is generally completed on an as needed basis; specific to communication/speed, obsolesce and/or changes in technology.

The Cisco infrastructure upgrades/replacements (along with one spare router to decrease outage timeframes for hardware failures) are specific to the Police department. The switches will handle Gigabit speeds and Power over Ethernet capabilities, for datacenter aggregation, virtualization and Voice over IP efforts.

The Streaming video equipment/service will provide a method for more effective, farther reaching video communications. With video broadcasting and Internet streaming video-on-demand we can inform, promote, and alert, providing transparency and improving the way we communicate. This solution will provide the City the ability to inform residents on upcoming events, provide coverage of public meetings and local events, but most importantly make our citizens aware of the essential services that are provided by their local government.

Funding for the purchase of the computer hardware/software listed on the 'Fall 2010 – Bid Tabulation' sheet is budgeted and available in the **General Fund – Information Technology** – Computer Equipment account #101-258-25800-984017 for (\$84,071).

Attachment: Bid Tabulation for Computer Hardware and Software

City of Wyoming
 Spring 2011 - Information Technology
 Bid Tabulation for Computer Hardware and Software

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Quantity	Mfg. Part Number	Hardware / Software Item Description	AVI Systems, Inc.		En Pointe Technologies Sales, Inc.		Global Computer		Global Gov/Ed Solutions, Inc.		Howard Industries, Inc.	
			Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt
Streaming Video Equipment & Service												
1	PEGvault-SD	LEIGHTRONIX Digital Video Encoder	2,643.00	2,643.00		0.00		0.00		0.00		0.00
1	PEGstream-SD	LEIGHTRONIX Live Streaming Media Encoder	3,760.00	3,760.00		0.00		0.00		0.00		0.00
1	PEG Stream	LEIGHTRONIX One Year Live Streaming Service	2,898.00	2,898.00		0.00		0.00		0.00		0.00
1	PEG Central	LEIGHTRONIX One Year Web Media Hosting and Streaming Video-On-Demand Service	2,886.00	2,886.00		0.00		0.00		0.00		0.00
Streaming Video Equipment & Service Subtotal				\$12,187.00		\$0.00		\$0.00		\$0.00		\$0.00
Miscellaneous Equipment Replacements												
1	AirCheck	Fluke Networks Aircheck Wi-Fi Tester		0.00	1,729.05	1,729.05	1,897.16	1,897.16	1,748.50	1,748.50		0.00
1	CIQ-KIT	Fluke Networks CableQ Advanced IT Kit		0.00	1,436.64	1,436.64	1,491.33	1,491.33	1,445.70	1,445.70		0.00
1	AR100HD	APC NetShelter WX 13U Wall-Mount Enclosure		0.00	433.87	433.87	468.95	468.95	434.25	434.25	496.00	496.00
1	PS186A-R2	Black Box 6 Outlet Rackmount Power Strip		0.00		0.00	68.70	68.70	69.55	69.55		0.00
1	PSA1000MT3-12OU	Liebert PSA 1000MT - UPS, External 1000 VA power capacity, 6 min. battery run time (up to), 600 WATT power provided, AC 120V, 2 years Warranty		0.00		0.00	117.96	117.96	115.75	115.75		0.00
Miscellaneous Equipment Replacements Subtotal				\$0.00	Incomplete	\$3,599.56		\$4,044.10		\$3,813.75	Incomplete	\$496.00

City of Wyoming
 Spring 2011 - Information Technology
 Bid Tabulation for Computer Hardware and Software

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Quantity	Mfg. Part Number	Hardware / Software Item Description	M & K Construction Supply, LLC		NeTech Corporation		Next I.T.		Precision Data Products, Inc.		Roscor	
			Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt
Streaming Video Equipment & Service									freight	98.00		
1	PEGvault-SD	LEIGHTRONIX Digital Video Encoder	4,014.00	4,014.00	2,735.00	2,735.00		0.00	2,628.80	2,628.80	2,391.00	2,391.00
1	PEGstream-SD	LEIGHTRONIX Live Streaming Media Encoder	5,334.00	5,334.00	3,625.00	3,625.00		0.00	3,487.40	3,487.40	3,396.00	3,396.00
1	PEG Stream	LEIGHTRONIX One Year Live Streaming Service	3,600.00	3,600.00	1,845.00	1,845.00		0.00	1,759.60	1,759.60	2,805.00	2,805.00
1	PEG Central	LEIGHTRONIX One Year Web Media Hosting and Streaming Video-On-Demand Service	3,585.60	3,585.60	3,065.00	3,065.00		0.00	2,925.60	2,925.60	2,794.00	2,794.00
Streaming Video Equipment & Service Subtotal				\$16,533.60		\$11,270.00		\$0.00		\$10,899.40		\$11,386.00
Miscellaneous Equipment Replacements												
1	AirCheck	Fluke Networks Aircheck Wi-Fi Tester	2,503.20	2,503.20	2,118.00	2,118.00		0.00	1,839.02	1,839.02		0.00
1	CIQ-KIT	Fluke Networks CableQ Advanced IT Kit	2,148.85	2,148.85	1,711.00	1,711.00		0.00	1,480.32	1,480.32		0.00
1	AR100HD	APC NetShelter WX 13U Wall-Mount Enclosure	782.14	782.14	470.00	470.00		0.00	469.15	469.15		0.00
1	PS186A-R2	Black Box 6 Outlet Rackmount Power Strip	130.76	130.76	78.44	78.44		0.00	85.00	85.00		0.00
1	PSA1000MT3-12OU	Liebert PSA 1000MT - UPS, External 1000 VA power capacity, 6 min. battery run time (up to), 600 WATT power provided, AC 120V, 2 years Warranty	268.07	268.07	125.00	125.00		0.00	120.09	120.09		0.00
Miscellaneous Equipment Replacements Subtotal				\$5,833.02		\$4,502.44		\$0.00		\$3,993.58		\$0.00

City of Wyoming
 Spring 2011 - Information Technology
 Bid Tabulation for Computer Hardware and Software

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Quantity	Mfg. Part Number	Hardware / Software Item Description	Secant		Tele-Rad, Inc.	
			Unit Cost	Ext. Amt	Unit Cost	Ext. Amt
Streaming Video Equipment & Service						
1	PEGvault-SD	LEIGHTRONIX Digital Video Encoder		0.00		0.00
1	PEGstream-SD	LEIGHTRONIX Live Streaming Media Encoder		0.00		0.00
1	PEG Stream	LEIGHTRONIX One Year Live Streaming Service		0.00		0.00
1	PEG Central	LEIGHTRONIX One Year Web Media Hosting and Streaming Video-On-Demand Service		0.00		0.00
		Streaming Video Equipment & Service Subtotal		\$0.00		\$0.00
Miscellaneous Equipment Replacements						
1	AirCheck	Fluke Networks Aircheck Wi-Fi Tester		0.00		0.00
1	CIQ-KIT	Fluke Networks CableQ Advanced IT Kit		0.00		0.00
1	AR100HD	APC NetShelter WX 13U Wall-Mount Enclosure	480.00	480.00		0.00
1	PS186A-R2	Black Box 6 Outlet Rackmount Power Strip		0.00		0.00
1	PSA1000MT3-120U	Liebert PSA 1000MT - UPS, External 1000 VA power capacity, 6 min. battery run time (up to), 600 WATT power provided, AC 120V, 2 years Warranty	133.00	133.00		0.00
		Miscellaneous Equipment Replacements Subtotal	Incomplete	\$613.00		\$0.00

RESOLUTION NO. _____
RESOLUTION FOR AWARD OF BIDS

WHEREAS, formal bids have been obtained on the below listed items, and

WHEREAS, the bids received have been reviewed and evaluated as per the attached memorandums, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby award the bids for the purchase of the listed items as recommended in the attached memorandums and summarized below:

<u>ITEM</u>	<u>RECOMMENDED BIDDER</u>	<u>COST</u>
1. Brass Water Meter Installation Materials	SLC Meter Service Inc.	Bid prices as shown on the attached tabulation sheets
2. Starter Fertilizer, Hydro Mulch and Grass Seed	John Deere Landscapes & Price & Company Inc.	Bid prices as shown on the attached tabulation sheet

Councilmember _____ moved, seconded by
Councilmember _____, that the above resolution be adopted.

Motioned carried: _____ Yeas, _____ Nays

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 the 21st day of March, 2011.

Attachments: Memorandums
Tabulation Sheets

Heidi A. Isakson
Wyoming City Clerk

MEMORANDUM

DATE: March 8, 2011

TO: Mayor and City Council

FROM: William D. Dooley, Director of Public Works

SUBJECT: Award of Bid for Brass Water Meter Installation Materials

On Tuesday, February 22, 2011, the City received five bids for brass water meter installation materials. An invitation to bid was sent to thirty prospective bidders. A tabulation of the total bid amounts based on the estimated quantities is shown below. A detailed tabulation of the bid pricing is attached.

Company	Total Estimated Bid Amount
SLC Meter Service Inc.	\$76,340.90
Municipal Supply Company	\$79,492.49
East Jordan Iron Works	\$87,138.55
Michigan Pipe & Valve	\$89,906.14
Etna Supply Company	\$120,969.54

The brass water meter installation materials will be used by the Meter Shop for meter installations and repairs. The Public Works department will use the materials for water service installations and repairs.

After reviewing the bids with the Meter Shop, it is recommended that the City award the bid for brass water meter installation materials to the low bidder, SLC Meter Service Inc. Based on the estimated quantities in the bid tabulation, the material is anticipated to cost approximately \$43,100.00 for the Meter Shop and \$33,300.00 for Public Works.

Sufficient funds have been budgeted in the Meter Shop's Water Utility T & D Meter account, 591-591-56500-775000 and the Public Works' Water Service Maintenance account, 591-441-56700-775000.

Attachment: Tabulation of Bids

CITY OF WYOMING, MICHIGAN

TABULATION OF BIDS

On Brass Water Meter Installation Materials

Opened By City Clerk On February 22, 2011 At 11:00 a.m. o'clock

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

Est. Qty.	Item Description	SLC Meter Service Inc.	Municipal Supply	East Jordan Iron Works	Michigan Pipe & Valve - Lansing	Etna Supply
100	1" corporation stop	\$25.06	\$25.56	\$27.47	\$28.46	\$29.41
200	1" curb stop	\$53.53	\$54.60	\$58.68	\$59.37	\$61.35
250	1" compression coupling	\$10.58	\$10.80	\$11.60	\$11.73	\$12.12
10	1½" corporation stop	\$66.03	\$67.36	\$72.39	\$73.27	\$75.71
20	1½" compression coupling	\$32.37	\$33.02	\$35.49	\$29.71	\$30.70
25	1½" curb stop, 1½" x 1½" compression coupling	\$113.55	\$115.83	\$124.49	\$125.99	\$130.18
10	2" corporation stop	\$109.23	\$111.42	\$119.75	\$121.18	\$125.22
20	2" curb stop, 2" x 2" compression coupling	\$158.34	\$161.52	\$173.59	\$175.67	\$181.53
20	2" compression coupling	\$43.69	\$44.57	\$47.90	\$48.47	\$50.08
300	Curb box, 5'6" depth	\$23.16	\$23.63	\$25.39	\$28.75	\$27.40
200	Curb box lid w/plug	\$6.08	\$6.21	\$6.67	\$6.63	\$9.95
150	Copper meter insetters, 5/8" x ¾", "M" Style Insetter, 43-2-NNMD 43x403	\$57.46	\$58.61	\$63.00	\$66.27	\$73.87
50	¾" FIP Union for copperhorn setter	\$2.65	\$2.71	\$2.91	\$3.05	\$2.97
300	1" MIP union for copperhorn setter	\$4.24	\$4.33	\$4.66	\$4.89	\$4.77
50	1" Full port straight curb valve, ball style 300 PSI w/lock wing mac-pak compression x 1" FIP	\$46.30	\$47.23	\$50.76	\$57.56	\$53.07
150	¾" MIP union for copperhorn insetter	\$2.65	\$2.71	\$2.91	\$3.05	\$2.97
300	¾" union nuts for copper meter insetters	\$2.65	\$2.71	\$2.91	\$3.05	\$2.97
100	1" x ¾" Brass Bushings	\$1.84	\$1.96	\$3.09	\$2.00	\$2.05

Est. Qty.	Item Description	SLC Meter Service Inc.	Municipal Supply	East Jordan Iron Works	Michigan Pipe & Valve - Lansing	Etna Supply
50	¾" x 2 1/2" meter couplings, ¾ ribbed tail piece	\$4.89	\$5.00	\$5.37	\$6.13	\$5.65
200	1" x 2 5/8" meter coupling, ribbed tail piece	\$7.45	\$7.61	\$8.18	\$9.44	\$8.71
200	¾" FIP ball valve, full port	\$5.03	\$6.08	\$6.88	\$6.23	
100	1½" female flanged coupling	\$20.06	\$20.47	\$22.00	\$23.20	\$23.01
100	1" Full port angle curb valves, ball style 300 PSI lockwing with Mac-Pak Compression X 1" FIP	\$52.74	\$53.80	\$57.82	\$65.57	\$57.98
50	Regular Pattern Ball Valve 300 PSI, ¾" full port ball valve FIP x FIP	\$26.07	\$26.60	\$28.59	\$32.40	\$29.88
50	2" female flanged coupling	\$26.20	\$26.73	\$28.73	\$32.58	\$30.05
150	¾" FIP gate valves	\$3.16	\$4.86	\$6.92	\$6.33	\$6.20
150	1" FIP gate valves	\$4.16	\$6.46	\$9.23	\$9.55	\$8.65
10	1¼" FIP gate valves	\$8.23	\$9.91	\$13.13	\$16.66	\$12.95
20	1½" FIP gate valves	\$12.19	\$12.78	\$16.89	\$16.94	\$16.70
20	2" FIP gate valves	\$22.28	\$19.41	\$25.75	\$25.76	\$25.30
20	¾" x close brass nipple	\$1.32	\$1.39	\$1.69	\$0.89	\$1.35
20	1" x close brass nipple	\$1.95	\$2.06	\$2.50	\$2.25	\$2.00
20	¾" x 2" brass nipple	\$1.65	\$1.76	\$2.15	\$1.94	\$1.70
20	¾" x 2 ½" brass nipple	\$1.91	\$2.04	\$2.47	\$2.22	\$2.00
20	¾" x 3" brass nipple	\$2.22	\$2.36	\$2.87	\$2.55	\$2.30
20	¾" x 3 ½" brass nipple	\$2.49	\$2.63	\$3.19	\$2.85	\$2.55
20	¾" x 4" brass nipple	\$2.90	\$3.06	\$3.71	\$3.35	\$3.00
20	¾" x 4 ½" brass nipple	\$3.15	\$3.34	\$4.05	\$3.61	\$3.40
20	¾" x 5" brass nipple	\$3.48	\$3.68	\$4.47	\$3.95	\$3.80
20	¾" x 5 ½" brass nipple	\$3.80	\$4.00	\$4.85	\$4.30	\$4.20
20	¾" x 6" brass nipple	\$4.23	\$4.48	\$5.43	\$4.85	\$4.50

Est. Qty.	Item Description	SLC Meter Service Inc.	Municipal Supply	East Jordan Iron Works	Michigan Pipe & Valve - Lansing	Etna Supply
20	1" x 2" brass nipple	\$2.40	\$2.54	\$3.08	\$2.75	\$2.45
20	1" x 2½" brass nipple	\$2.80	\$2.95	\$3.59	\$3.25	\$2.90
20	1" x 3" brass nipple	\$3.23	\$3.41	\$4.14	\$3.70	\$3.30
20	1" x 3 ½" brass nipple	\$3.73	\$3.96	\$4.81	\$4.30	\$3.80
20	1" x 4" brass nipple	\$4.20	\$4.44	\$5.38	\$4.85	\$4.30
20	1" x 4 ½" brass nipple	\$4.68	\$4.96	\$6.02	\$5.27	\$4.80
20	1" x 5" brass nipples	\$5.18	\$5.47	\$6.63	\$5.90	\$5.30
20	1" x 5 ½" brass nipples	\$5.67	\$5.98	\$7.25	\$6.45	\$5.80
20	1" x 6" brass nipple	\$6.18	\$6.53	\$7.92	\$7.10	\$6.30
20	1½" x close brass nipple	\$3.81	\$4.04	\$4.91	\$4.40	\$3.90
20	1 ½" x 3" brass nipple	\$5.66	\$5.99	\$7.34	\$6.25	\$5.80
20	1½" x 4" brass nipple	\$7.37	\$7.78	\$9.43	\$8.45	\$7.55
10	1 ½" x 5" brass nipple	\$9.16	\$9.66	\$11.72	\$10.15	\$9.35
10	1½" x 6" brass nipple	\$10.89	\$11.47	\$13.91	\$12.50	\$11.12
20	2" x close brass nipple	\$5.82	\$6.14	\$7.46	\$6.50	\$5.95
10	2" x 6" brass nipple	\$14.00	\$14.76	\$17.90	\$16.00	\$14.35
10	2" x 9" brass nipple	\$20.83	\$24.66	\$26.89		\$22.35
10	2" x 12" brass nipple	\$27.60	\$29.06	\$35.26		\$28.25
5000	5/8" Meter Washers	\$0.09	\$0.19	\$0.18		\$0.17
1000	1" Meter Washers	\$0.17	\$0.25	\$0.24		\$0.23
20	1 ½" Adjustable MNPT Oval Meter Flange,	\$124.57	\$132.65	\$142.57	\$161.85	\$24.86
20	2" Adjustable MNPT Oval Meter Flange,	\$168.00	\$171.37	\$184.18	\$209.10	\$33.16
20	1" Brass Threaded Couplings	\$2.83	\$2.84	\$4.65	\$3.05	\$2.90
10	2" x 1" brass bushings	\$7.25	\$7.37	\$12.06	\$7.76	\$8.00
10	1 ½" x 1" brass bushings	\$4.07	\$4.13	\$6.76	\$4.34	\$4.15

Est. Qty.	Item Description	SLC Meter Service Inc.	Municipal Supply	East Jordan Iron Works	Michigan Pipe & Valve - Lansing	Etna Supply
300	Curb Box Plug 1 ¼" – MEPLG 1 ¼ Brass Plug	\$2.16	\$2.62	\$2.82		\$2.80
25	1" NIBCO Full Port Ball Valve	\$5.99	\$8.59	\$13.54	\$10.51	\$10.00
25	¾" NIBCO Full Port Ball Valve	\$4.99	\$5.93	\$9.19	\$6.67	\$6.05
300	1 ½" Drop In Gaskets for 1 ½" Flanged Meter	\$1.84	\$1.88	\$2.02	\$2.29	\$1.65
300	2" Drop In Gaskets for 2" Flanged Meter	\$2.07	\$2.12	\$2.28	\$2.59	\$1.90
5	2" x 1 ½ Brass Bushings	\$6.02	\$6.11	\$10.01	\$6.43	\$6.15
5	1 ½" x ¾" Brass Bushings	\$4.97	\$5.05	\$8.28	\$5.32	\$5.60
20	Meter IDLER Bar Replace 5/8" x ¾" Meter	\$10.43	\$10.65	\$11.44	\$12.03	\$11.08
20	Meter IDLER Bar Replace 1" Meter	\$20.50	\$20.92	\$22.48	\$23.64	\$21.76
50	AY McDonald 5/8" x ¾" meter to 1" meter adapter	\$6.53	\$6.67	\$7.16	\$14.45	\$14.44
12	AY McDonald Converts 1" meter to 2" flanged meter	\$35.52	\$36.24	\$38.95	\$78.58	\$78.58
12	AY McDonald Converts 1" meter to 1 ½" flanged meter	\$34.70	\$35.40	\$38.04	\$66.45	\$76.77
12	AY McDonald Converts 1 ½" meter to 2" flanged meter	\$46.98	\$47.93	\$51.51	\$97.84	\$113.05
20	¾" Brass 90's	\$2.30	\$2.33	\$3.82	\$2.47	\$2.35
20	¾" Brass Threaded couplings	\$1.86	\$1.87	\$3.07	\$1.62	\$1.90
30	2" Brass Pentagon Stopbox Cap Plugs (plugs only)	\$6.81	\$6.73	\$8.10		\$17.10
30	1 ¼" Stopbox Caps With Brass Plugs	\$2.62	\$2.59	\$6.67		\$13.20
30	1 ¼" Stopbox lid with plug	\$9.84	\$6.21	\$6.67	\$10.55	\$10.50
30	2" Stopbox lid with plug	\$13.20	\$13.06	\$15.71	\$14.16	\$14.05

MEMORANDUM

DATE: March 10, 2011

TO: Mayor and City Council

FROM: William D. Dooley, Director of Public Works

SUBJECT: Award of Bid for Starter Fertilizer, Hydro Mulch and Grass Seed

On Tuesday, February 15, 2011 the City received seven bids for starter fertilizer, hydro mulch and grass seed. Forty-four invitations to bid were sent to prospective bidders.

The City received one bid and five alternate bids for 18-24-12 starter fertilizer. Also five bids and two alternate bids were received for a 30% Bluegrass, 30% Red Fescue, and 40% Ryegrass grass seed blend. Seven bids for hydro mulch were received. The bids received are as shown on the attached tabulation sheet.

Starter fertilizer, hydro mulch and grass seed are utilized for the restoration of utility work. The Public Works Department utilizes approximately 180 bags of starter fertilizer, 730 bales of hydro mulch, and 180 bags of seed. Other departments in the City may also place orders for smaller quantities throughout the year.

John Deere Landscapes submitted the only bid that met the City's specifications for starter fertilizer at \$19.68 per bag. John Deere Landscapes also submitted the lowest bid for hydro mulch at \$8.03 per bag. Price and Company, Inc. submitted the lowest bid for grass seed that met the specifications at \$48.00 per bag.

It is recommended that the City Council award the bid for starter fertilizer and hydro mulch to John Deere Landscapes for an estimated amount of \$6,500. It is also recommended that the City Council award the bid for grass seed to Price and Company, Inc. for an estimated amount of \$9,000. Sufficient funds have been budgeted in various water and sewer maintenance accounts 590-441-542000-775000, 591-441-56200-775000, 591-441-56600-775000, 591-441-56700-775000 and 591-441-57400-775000.

Attachment: Bid Tabulation

Bidder	18-24-12 Starter Fertilizer					Hydro Mulch				Grass Seed (30% Bluegrass, 30% Red Fescue, 40% Ryegrass)				
	Bid Price (Each)		Item Bid	Minimum Order (Bags)	Delivery Charges under minimum order	Bid Price (Each)		Minimum Order (Bales)	Delivery Charges under minimum order	Bid Price (Each)		Item Bid	Minimum Order (Bags)	Delivery Charges under minimum order
	Bag Size					Bag Size				Bag Size				
	25 lb.	50 lb.				40 lb.	50 lb.			25 lb.	50 lb.			
Tri-Turf	---	\$16.65	15-24-08	1	\$0.00	\$7.15	---	1	\$0.00	---	\$60.00	30% Bluegrass 30% Red Fescue 40% Ryegrass	1	\$0.00
Commerce Great Lakes	---	\$18.61	14-25-10	Need to buy \$650.00 of materials, may combine with other items	\$49.00	\$7.83	---	Need to buy \$650.00 of materials, may combine with other items	\$49.00	\$22.33	---	40% Bluegrass 20% Red Fescue 40% Ryegrass	Need to buy \$650.00 of materials, may combine with other items	\$49.00
John Deere Landscapes	---	\$19.68	18-24-12	40	\$15.00	---	\$8.03	32	\$15.00	---	\$53.50	30% Bluegrass 30% Red Fescue 40% Ryegrass	10	\$15.00
Michigan Turf & Ornamental	---	\$22.05	22-16-08	40	\$35.00	\$7.45	---	80	\$35.00	\$33.25	---	30% Bluegrass 30% Red Fescue 40% Ryegrass	45	\$35.00
CSI Geoturf, Inc.	---	\$22.05	16-32-04	1	\$0.00	---	\$9.07	1	\$0.00	\$27.44	---	30% Bluegrass 30% Red Fescue 40% Ryegrass	1	\$0.00
Rhino Seed & Turf Supply	---	\$28.85	15-30-15	1	\$0.00	---	\$8.94	1	\$0.00	\$28.75	---	No Information Submitted	1	\$0.00
Price & Company Inc.	No Bid					---	\$8.15	Need to buy \$1,000.00 of materials, may combine with other items	\$45.00	---	\$48.00	30% Bluegrass 30% Red Fescue 40% Ryegrass	Need to buy \$1,000.00 of materials, may combine with other items	\$45.00