



Gaylord Industrial Park Guidebook for Economic Development



The Gaylord Industrial Park is one of the most unique industrial parks that you will find anywhere. It offers lots varying in size from one-acre to four-acres. It allows typically manufacturing businesses and certain commercial uses as well. It also is extremely beautiful. The "Park" is actually kept in the name and is incorporated in the design. Most of the lots are wooded with mature trees and a nine-acre landscaped park welcomes visitors to the entrance of the industrial park. It incorporates a three-mile trail system that winds through landscaped areas, along curb and gutter roadways, and through wooded areas, encouraging businesses and workers with a true sense that this place is a wonderful environment in which to work.

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want to thank and acknowledge the generous contributions of

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Gaylord Industrial Park Guidebook for Economic Development

Purpose

The purpose of this guidebook is to provide interested individuals, companies, corporations, and businesses with a background of information to assist them in finding and locating property for the development of their business in the Gaylord Industrial Park. This guidebook is intended to provide an as complete as possible set of reference materials on this park. The City strives to provide the reader with all information they need, to insure that the property they intend to purchase and the development and investment that follows is both in the best interest of the company and the City of Gaylord.

Background of Gaylord Industrial Park

The Gaylord Air Industrial Park is a 151-acre industrial park located in the City of Gaylord. It was developed in the early 1970's through the Industrial Development Corporation (IDC). The IDC was composed of various business and community leaders who developed this tremendous economic



development enterprise. In August of 2000 the IDC was dissolved since the remaining acreage in the park had been sold.

The City of Gaylord took affirmative steps to keep economic opportunities going for our community and in August of 2000 the City completed purchase of a 240-acre parcel from the Michigan Department of Natural Resources (MDNR). This acreage, now known as the Gaylord Industrial Park, is located one mile west of Interstate Highway I-75 and approximately two miles from

either of the City's two interstate exits off of I-75. The park is also located less than two miles from State Highway M-32. The park is immediately adjacent to the Otsego County Airport thereby opening up possibilities of air transportation to new owners.



Gaylord Industrial Park's first tenant, Wolverine Power Cooperative.

Phase 1 of the industrial park infrastructure improvements began in 2003 and was completed in June 2004. Approximately 104 acres are now fully serviced and ready for occupancy. A ten-acre parcel is currently developed and is utilized as a peak generation facility owned by Wolverine Power Cooperative. Other parcels are currently under construction.

Funding assistance for infrastructure was provided by the U.S. Department of Commerce through the Economic Development Administration (EDA). Federal reporting requirements will apply to all new owners of this park and are detailed in this document.



Utility Service Providers

The following are the utility service providers for the Gaylord Industrial Park. We have provided contact names and numbers that may be helpful when inquiring on services within the park. Utilities are located in the public street right-of-ways and can be extended to service each lot.

<p>Electric Utility Provider</p> <p>Great Lakes Energy P.O. Box 70 1323 Boyne Avenue Boyne City, MI 49712 Contact Names: Eric Sonju Mike Roberge 1-888-485-2537</p>	<p>Communications Provider</p> <p>Verizon 3249 Forest Road Gaylord, MI 49735 Contact Name: Robin Williams 989-732-8593</p>
<p>Natural Gas Provider</p> <p>DTE Energy 1294 N. US 31 Petoskey, MI 49770 Contact Name: Carole L. VanDamme 1-888-573-5123 231-347-0107</p>	<p>CATV and Internet Provider</p> <p>Charter Communications P.O. Box 1029 Traverse City, MI 49696 Contact Name: Jason Green 231-941-3807 231-947-2004 (Fax) jason.green@chartercom.com</p>
<p>Water & Sanitary Sewer Provider</p> <p>City of Gaylord 225 W. Main Street, Room #109 Gaylord, MI 49735 Contact Names: Water – Keith Roberts, DPW Superintendent 989-732-5475 Wastewater – Dale LaBelle, WWTP Superintendent 989-732-0750 General Infrastructure – Joseph Duff, City Manager 989-732-4060</p>	<p><i>The roadway system in the Gaylord Industrial Park is part of the City of Gaylord street system. It is maintained in all seasons by the City of Gaylord. The City also maintains the street lighting in the park and the retention basins along with the park and common areas.</i></p>



Utility Service Charges



The cost for hookups to each utility varies with each utility provider. The City of Gaylord has provided a utility rate schedule in Attachment “A.” It provides specific details on capital fee charges for water and wastewater, connection fees, inspection fees, tap fees, surcharge fees, laboratory fees, and frontage and area fees. All such fees are applicable to all new developments in the Gaylord Industrial Park with the exception of frontage and area fees. The frontage area and tap fees have been included in land values at the park for the Phase 1 portion of the development.

Both water and sanitary sewer leads have been stubbed to each lot and a monitoring or control manhole placed at the edge of each lot as well. If these locations cannot be easily determined they can be located by contacting the Department of Public Works at 989-732-5475. The monitoring or control manhole provides us with an ability to monitor the waste that a particular business is depositing into our public sanitary sewer. Please be advised that the City of Gaylord does have pollutant limitations on wastewater discharges. These limitations are found in Attachment “B.” Questions on sanitary sewer pollutant limitations and service connections may be directed to our Wastewater Treatment Plant at 989-732-0750. The City’s Wastewater Ordinance will provide additional information on use of our public sanitary sewer system. A copy of this ordinance may be obtained by contacting the City Clerk or City Manager at 989-732-4060.

Both water and sanitary sewer leads have been stubbed to each lot and a



Site Plan Development & Covenants

Site plan approval for all projects, as well as new business and land development, must be attained from the City of Gaylord. Articles and declarations on site plan development and restrictions can be found in Attachment “C.” The covenants address permitted uses, development standards, signage, driveway access, parking, landscaping, lighting, loading areas, outdoor storage areas, refuse collection areas, nuisances, site plan review procedures, and construction time requirements.



It is strongly encouraged that all prospective owners of property review these covenants since they are deed restrictions that apply to the land and development of this subdivision known as the Gaylord Industrial Park.

Construction Time Requirements

Detailed in the covenants of the Gaylord Industrial Park is a provision that requires any purchaser to begin construction of acceptable buildings within two (2) years from the execution of a sales contract. This will allow the City to place some measure of control to prevent land speculation within the Gaylord Industrial Park and utilize the property for bona fide projects that locate or retain jobs and provide for new investment.

Questions regarding site plans, development, and covenants can be directed to either the Zoning Administrator or the City Manager at 989-732-4060.

Land Acreage and Lots

This first phase of development in the Gaylord Industrial Park consists of a total of 42 lots. The lots vary in size from one acre to four acres. A copy of the plat with corresponding square footage and acreage is included as Attachment “D.”



Pricing & Valuation of Land

The City Council has established a sale price of \$35,000 per acre. The City will not consider discounted pricing since it desires to establish equitability in its treatment of purchasers. Pricing will be reviewed and adjustments will be made as values increase. Included in Attachment “D” is also a price per lot as established by Council.

The City also reserves the right to place purchasers on lots that it feels are most suitable for each particular use and need. Furthermore, the City reserves the right to refuse the sale of properties at its sole discretion.

Purchase Agreements



The City of Gaylord uses a standard purchase agreement to sell property in the Gaylord Industrial Park. A copy of this purchase agreement is found in Attachment “E.” The City will assist potential purchasers with the completion of this purchase agreement. All purchase agreements will be reviewed by the City Council’s Industrial Park Committee and then forwarded on to the City Council for approval.

All purchase agreements must be accompanied by a deposit of 10% of the requested sale price of the lot(s) desired. Said deposit shall be held and applied to the purchase price if the sale is consummated. In the event of a failure by the purchaser to follow through on the purchase of

the property, the City has the ability to retain the deposit.

Additional conditions and/or terms of sale can from time to time be imposed. No offers to purchase or purchase agreements will be considered unless formulated by the City using either the attached purchase agreement document or one developed by the City Attorney.

The Mayor and/or City Clerk are designated to authorize and sign purchase agreements on behalf of the City of Gaylord.

Real Estate Commissions

The City of Gaylord will provide compensation to State of Michigan licensed realtors and real estate brokers. The policy governing when such commission will be paid and to whom can be found in Attachment “F.” There will be no commissions or finder fees paid to others unless compliance with this policy is adhered to. A completed copy of the “City of Gaylord Real Estate Commission Form” must also be submitted at the time of a signed purchase agreement before commissions will be considered. This form is also found in Attachment “F.”



Tax Incentives

The City of Gaylord has designated the Gaylord Industrial Park as an “Industrial Development District” pursuant to Act No. 198 of the Public Acts of 1974. Included in Attachment “G” is a copy of the City Resolution establishing the “Industrial Development District” known as the “Gaylord Industrial Park District No. 2”. The creation of an industrial development district allows new development to be eligible for tax incentives.

Eligible Facilities

“Industrial plants eligible for tax benefits under Act 198 are those that primarily manufacture or process goods or materials by physical change. Related facilities of Michigan manufacturers such as offices, engineering, research and development, warehousing or parts distribution are also eligible for exemption.”

‘Manufacture of goods or materials’ or ‘processing of goods or materials’ means any type of operation that would be conducted by an entity included in the classifications provided by Division D, Manufacturing, of the standard classification manual of 1972, published by the United States Office of Management and Budget, regardless of whether the entity conducting such an operation is included therein.”

Exemptions apply to buildings, building improvements, machinery, equipment, furniture and fixtures. Real and personal property are eligible whether owned or leased (provided the lessee is liable for payment of taxes on the property).

All equipment and or buildings that exist prior to a “new facility” are not exempt. Land shall not be excluded as part of an exemption.

Abatement Duration

An abatement is typically given to qualified industrial and manufacturing facilities at and up to an approximate 50% reduction in property taxes on new construction and/or machinery and equipment. Also included in Attachment “G” is a copy of the City of Gaylord Tax Incentive Policy that details the formula the City Council utilizes to provide tax abatements for industrial and manufacturers. The maximum duration of an abatement is up to twelve (12) years per Council discretion as it relates to City of Gaylord Tax Incentive Policy.

Application

Information and application forms for an Industrial Facilities Exemption Certificate can be found on the Michigan Department of Treasury’s website or at the following link http://www.michigan.gov/documents/1012_packet_94624_7.pdf. This information should be reviewed. Assistance can be provided by either the City Clerk or City Manager at 989-732-4060 or through the Otsego County Economic Alliance at 989-731-0288.

The Gaylord City Council will evaluate requests from qualified industrial and manufacturing businesses based upon number of new jobs created or retained and the level of new investment. The length of abatement will be used to guide the incentive credit provided. Also, applicants cannot utilize these incentives simply to relocate an already existing business in the State of Michigan from one municipal jurisdiction to another. These incentives apply only for new facilities that create or retain jobs.



The State of Michigan does not allow for tax incentives for commercial or retail developments. Industrial and manufacturing businesses are the facilities where incentives are applicable.

Federal Funding Guidelines & Commitments

Since this project was constructed utilizing federal funds, there are three assurances that all owners of the property must attest.

Compliance to Federal Nondiscrimination Statutes

Attachment “H” is a form that must be completed by each owner attesting to compliance of the business or company’s compliance to federal nondiscrimination statutes and provisions. A signed copy of this document must be completed and submitted to the City of Gaylord before a purchase agreement can be executed.

Government Performance & Results Data Collection

Every year until total project closeout (anticipated as September 2010), the City of Gaylord and possibly officials from either the Northeast Michigan Council of Governments (NEMCOG) or the U.S. Economic Development Administration (EDA) will contact your company or business and request the following information:

- 1) Investor/company name.
- 2) Company representative.
- 3) Amount of private investment.
- 4) Number of new jobs created.
- 5) Number of jobs retained.

Assurance of Compliance with Civil Rights

Until project closeout (anticipated September 2010), the City of Gaylord and possibly officials from either NEMCOG or the EDA will contact your business or company and request that a current and estimated employer data sheet be completed. This form requests information relating to number of employees, diversity composition, and job categories. The form currently used for this Federal compliance issue is Form ED-612, a copy of which is found as Attachment “I.”

In addition, before each project is started, the City will request that each company complete a form as found in Attachment “J” that attests to the anticipated amount of investment and the number of jobs expected to be created or retained by location of this business in the Gaylord Industrial Park.

These completed forms must be submitted prior to the acceptance of a purchase agreement or on an annual basis as required. This information will be used simply to track job creation and investment in this new industrial park. It will be held as confidential information and only be shared with appropriate grant agencies as required.

Failure to complete these forms and provide the information as requested will prevent the City from entering into a purchase agreement with a new business or company. It should be noted this information will be used only to track investment and jobs and no penalties will be assessed to businesses or companies not achieving the job creation/retention or investment goals as originally stated.



Closing Comments

The City of Gaylord wishes to extend its welcome to all new businesses and encourage their involvement in Michigan’s “Alpine Village.” We think the quality of life one experiences in our community is unparalleled.

All questions regarding the Gaylord Industrial Park can be directed to the City of Gaylord at 989-732-4060.

For more information on this and other economic development activities, please contact the Otsego County Economic Alliance at 989-731-0288. This office readily can assist any new business ventures throughout all of Otsego County.





Attachment A: *Rate Schedule*





City of Gaylord Rate Schedule, December 1, 2004

All rates and fees are established by resolution of the Gaylord City Council. The City Council shall review and determine such rates annually.

WASTEWATER FEES.

1. **BULK SEWAGE DISPOSAL FEE:** \$0.15 per gallon with mandatory testing every six months.
2. **CAPITAL FEE:** \$1,500.00 Residential Equivalent Unit Factor (EUF)

Use	Cost Per 1,000 Sq. Ft. Sewer
Restaurant/Bar	\$4,308.00
Bank/Credit Union	\$1,916.00
Laundry/Cleaner	\$10,034.00
Car Wash	\$9,584.00
Convenience Store W/WO Fuel & Gasoline Stations W/WO Repair Facilities	\$4,206.00
Motel/Hotel	\$1,528.00
Private Club/Lodge/Entertainment/Church	\$307.00
Industrial/Freight/Warehousing	\$311.00
Retail Sales/Specialty Sales W/WO Associated Service and Warehouse Sales	\$314.00
Professional Office/Personal Service & Medical Offices	\$363.00
Service Based Business W/WO Sales/Repair Facilities & Equipment or Recreational Vehicle Sales W/WO Service	\$400.00
Printing Shop	\$734.00
Day Care	\$663.00
School	\$352.00
Hospital/Nursing Home	\$2,578.00
<i>A minimum of 1 Residential EUF will be charged for new construction or change in use in cases where the Capital Fee calculation for wastewater is less than \$1,500.00</i>	

Capital Fees assessed due to an increase in square footage of an existing building or buildings shall be calculated on an individual basis using historical data.

3. **CONNECTION FEE:** Initial fee of \$200.00 per connection PLUS Inspection Fee if connection is made by a private contractor OR cost of actual expenses incurred if connection is made by City. Actual expenses include personnel, equipment and material costs. Fringe benefit rate will be determined by the current Leave and Benefit Rate as determined by MDOT Report of Employee Benefit Costs for The Municipal Fiscal Year (form 455M)
4. **FRONTAGE AND AREA FEES:** Minimum fee of \$14.00 per front lineal foot plus an additional \$14.00 per lineal front foot for side frontage on corner lots in excess of 132 feet. In cases where an Area Fee computation would result in a greater fee than that provided by the Frontage Fee computation, Area Fees will be charged. Area Fees shall be computed at \$0.05 per square foot of property. Where previous development has occurred at a cost exceeding the \$14.00 lineal foot cost and paid for by a private developer, a different frontage or area fee will be utilized based upon as-built



costs for wastewater main and appurtenances. *Frontage and Area Fees will not be assessed to platted lots in the Phase 1 Development of the Gaylord Industrial Park.*

5. INSPECTION FEE: Fee shall be based on actual personnel and equipment costs with a minimum fee of \$20.00. Fringe benefit rate will be determined by the current Leave and Benefit Rate determined by MDOT Report of Employee Benefit Costs For The Municipal Fiscal Year (form 455M).
6. LABORATORY TEST: \$25.00
7. PRIVATE SEWAGE DISPOSAL PERMIT FEE: \$200.00 plus Inspection Fee.
8. SURCHARGE FEE: \$0.40 per pound BOD and \$0.28 per pound SS, based on the daily average permit limitations exceeded for BOD and SS during a monthly period.
9. TAP FEE: One six-inch (6") wastewater tap is constructed at the property line of each lot in the Phase 1 Development of the Gaylord Industrial Park. Fees will not be assessed for taps constructed by the City of Gaylord during the initial development of the Park. Property owners will be assessed the actual cost or a minimum fee of \$1,000.00; whichever is greater, for additional taps constructed by the City of Gaylord. Tap fees will not be assessed for additional taps constructed by a private contractor during the development of any individual property.
10. UTILITY BILLING RATES: Rates charged monthly, based upon cubic foot consumption of water and use of property.

a. O M & R (Operation, Maintenance and Replacement)

User Classification	Commodity Charge Per 100 Cu. Ft.
Small Commercial	\$2.20
Large Commercial	\$2.20
Manufacturing	\$2.20
Institutional	\$2.20
Governmental	\$2.20

b. Debt Retirement

User Classification	Monthly Base Charge	
	Debt 1	Debt 2
Small Commercial	\$19.01	\$9.79
Large Commercial	\$48.71	\$25.09
Manufacturing	\$24.35	\$12.55
Institutional	\$26.14	\$13.46
Governmental	\$6.53	\$3.37



WATER FEES.

1. CAPITAL FEE: \$750.00 Residential Equivalent Unit Factor (EUF)

Use	Cost Per 1,000 Sq. Ft. Water
Restaurant/Bar	\$2,154.00
Bank/Credit Union	\$958.00
Laundry/Cleaner	\$5,017.00
Car Wash	\$4,792.00
Convenience Store W/WO Fuel & Gasoline Stations W/WO Repair Facilities	\$2,103.00
Motel/Hotel	\$764.00
Private Club/Lodge/Entertainment/Church	\$154.00
Industrial/Freight/Warehousing	\$155.00
Retail Sales/Specialty Sales W/WO Associated Service and Warehouse Sales	\$157.00
Professional Office/Personal Service & Medical Offices	\$182.00
Service Based Business W/WO Sales/Repair Facilities & Equipment or Recreational Vehicle Sales W/WO Service	\$200.00
Printing Shop	\$367.00
Day Care	\$331.00
School	\$176.00
Hospital/Nursing Home	\$1,289.00
<i>A minimum of 1 Residential EUF will be charged for new construction or change in use in cases where the Capital Fee calculation for water is less than \$750.00</i>	

Capital Fees assessed due to an increase in square footage of an existing building or buildings shall be calculated on an individual basis using historical data.

2. CONNECTION FEE: Initial fee of \$100.00 per connection PLUS Inspection Fee if connection is made by a private contractor OR cost of actual expenses incurred if connection is made by City. Actual expenses include personnel, equipment and material costs. Fringe benefit rate will be determined by the current Leave and Benefit Rate as determined by MDOT Report of Employee Benefit Costs for The Municipal Fiscal Year (form 455M).

3. FRONTAGE AND AREA FEES: Minimum fee of \$11.50 per front lineal foot plus an additional \$11.50 per lineal front foot for side frontage on corner lots in excess of 132 feet. In cases where an Area Fee computation would result in a greater fee than that provided by the Frontage Fee computation, Area Fees will be charged. Area Fees shall be computed at \$0.04 per square foot of property. Where previous development has occurred at a cost exceeding the \$11.50 lineal foot cost and paid for by a private developer, a different frontage or area fee will be utilized based upon as-built costs for water main and appurtenances. *Frontage and Area Fees will not be assessed to platted lots in the Phase I Development of the Gaylord Industrial Park.*

4. INSPECTION FEE: Fee shall be based on actual personnel and equipment costs with a minimum fee of \$20.00. Fringe benefit rate will be determined by the current Leave and Benefit Rate



determined by MDOT Report of Employee Benefit Costs For The Municipal Fiscal Year (form 455M).

5. LABORATORY TEST: \$25.00

6. RECONNECTION FEE: \$20.00.

7. TAP FEE: One two-inch (2") water tap is constructed at the property line of each lot in the Phase 1 Development of the Gaylord Industrial Park. Fees will not be assessed for taps constructed by the City of Gaylord during the initial development of the Park. Property owners will be assessed the actual cost or a minimum fee of \$600.00; whichever is greater, for additional taps constructed by the City of Gaylord. Tap fees will not be assessed for additional taps constructed by a private contractor during the development of any individual property.

8. UTILITY BILLING RATES: Rates charged monthly, based upon cubic foot consumption of water and use of the property. Fire suppression service charges are assessed as applicable.

a. O M & R (Operation, Maintenance and Replacement)

User Classification	Commodity Charge Per 100 Cu. Ft.
Small Commercial	\$0.50
Large Commercial	\$0.50
Manufacturing	\$0.50
Institutional	\$0.50
Governmental	\$0.50

b. Base Charge

User Classification	Monthly Base Charge City
Small Commercial	\$18.40
Large Commercial	\$47.15
Manufacturing	\$23.60
Institutional	\$25.30
Governmental	\$6.35

c. Fire Suppression Service Charges

Connection Size	Monthly Base Charge
4"	\$20.00
6"	\$35.00
8"	\$58.00
10"	\$134.00
12"	\$179.00

9. WATER METER FEES: All water meters must be purchased from the City of Gaylord. Meter fees shall be based upon the actual cost of the meter and meter size.



STORM SEWER FEES.

1. BASE FEE, CONNECTION: Owner is required to make all connections.
2. AREA FEES: Area Fees shall be computed at \$0.0323 per square foot of area served.
3. ANNUAL MAINTENANCE FEE: Annual Maintenance Fees shall be computed at \$0.01 per square foot of area served.

SITE PLAN REVIEW FEE: \$250.

SIGN PERMIT FEE: \$10.

ZONING PERMIT FEE: No fee.

BUILDING PERMIT FEE/SOIL EROSION PERMIT FEE: Fee schedules for Building and/or Soil Erosion Permits must be obtained by contacting the Otsego County Building Department, 1060 Cross Street, Gaylord, Michigan 49735.





Attachment B: Pollutant Limitations on Wastewater Discharges





Pollutant Limitations on Wastewater Discharges

Arsenic	0.30 mg/l
B.O.D./5	350 mg/l
Cadmium	0.06 mg/l
Chloride	200 mg/l
Chloroform	0.002 mg/l
C.O.D.	600 mg/l
Copper	1.5 mg/l
Cyanide	0.5 mg/l
Formaldehyde	0.000000 mg/l
Hexavalent Chromium	0.1 mg/l
Iron	1.5 mg/l
Lead	0.3 mg/l
Mercury	0.02 mg/l
Nickel	0.3 mg/l
Nitrogen - Total	40 mg/l
Oil, Grease	100 mg/l
Phenol	0.3 mg/l
Total Phosphorus	100 mg/l
Sodium	150 mg/l
Suspended Solids	400 mg/l
Trivalent Chromium	5.0 mg/l
Zinc	5.0 mg/l





Attachment C: *Covenants*





**Covenants of the
Gaylord Industrial Park**

Declaration of Restrictions And Covenants
The City of Gaylord, County of Otsego, Michigan

THIS DECLARATION, made this 12th day of April, 2004 by the City of Gaylord, County of Otsego, Michigan, a Michigan Municipal Corporation (hereafter "Declarant").

**Article I
Recitals**

1.01 Declarant is the owner of certain real property in the City of Gaylord, County of Otsego, State of Michigan, described in Exhibit "A" (attached hereto and by reference made a part hereof) hereinafter the "Property", which shall henceforth be known as the Gaylord Industrial Park.

1.02 In order to establish a general plan for the improvement and development of the Property, Declarant desires to impose mutual and beneficial restrictions on all the lands in the Property and for the benefit of Declarant and the future owners of those lands.

1.03 In order to insure the proper development and use of the Property in relation to the development and use of each parcel within the Property and against such improper development and use of parcels within the Property and of the Property as a whole as will depreciate the value of the parcel, to prevent haphazard and inharmonious improvements, and in general to provide adequately for a high type and quality of improvement and use of the Property in accordance with a general plan for the development of the Gaylord Industrial Park as a whole, Declarant desires to subject the Property and each parcel of the Property to certain covenants for the benefit of all Property within the Park. All of the Property and each parcel within the Property shall be held, improved and conveyed subject to those covenants which shall be enforceable in accordance with the Declaration by Declarant.

**Article II
General Provisions**

2.01 Establishment of Restrictions and Covenants

Declarant, owner of the Property, hereby declares that the Property is now held, and shall be transferred, sold, leased, conveyed and occupied subject to the restrictions and covenants herein set forth, each and all of which is and are for and shall inure to the benefit of and pass with each and every parcel of the Property and apply to and bind the heirs, assignees and successors in interest of each and every owner of a parcel or parcels of the Property.

2.02 Restrictions Operate as Covenants

Each purchaser of any parcel of the Property covenants and agrees with Declarant, its successors and assigns, to use the Property only in accordance with the restrictions herein set forth and to refrain from using the Property in any way inconsistent with or prohibited by the provisions of this Declaration.

2.03 Purpose of Restrictions and Covenants

It is the intent and purpose of these covenants and restrictions to allow the location on the Property of general manufacturing activities, provided that such activities are confined within a building or buildings



and do not contribute excessive noise, dust, smoke, odor and smell, or vibration to the surrounding environment nor contain a high hazard potential due to the nature of the products, material or processes involved. It is the further intent and purpose of these covenants and restrictions to control the user-occupant density on the Property, and to expressly prohibit certain uses of the Property.

2.04 Definitions

- (A) **Area of Elevation** - Total height and length of a building as projected to a vertical plane.
- (B) **Building Line** - An imaginary line parallel to the street right-of-way line specifying the closest point from this street right-of-way line that a building structure may be located (except for overhangs, stairs, and sunscreens).
- (C) **Lot** - The fractional part of blocks as divided and subdivided on subdivision maps of the Official Records of the County of Otsego, Michigan, as they from time to time become current.
- (D) **Right-of-Way Line** - When a reference is made to right-of way line, it shall mean the line which is then established on the plat.
- (E) **Side and Front of Lots and Sites** - The front of a lot or site, except a corner lot or site, is the portion thereof facing on any street. (Thus, a lot or site may have two fronts where, for instance, it faces onto two parallel streets. As to corner lots or sites, the narrowest frontage of a lot or site facing the street is the front, and the longest side facing the intersecting street is the side, irrespective of the direction in which the structures face.)
- (F) **Sign** - Any structure, device or contrivance, electric or non-electric and all parts thereof which are erected or used for advertising purposes upon or within which any poster, bill, bulletin, printing, lettering, painting, device or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed.
- (G) **Site** - All contiguous land under one ownership.
- (H) **Streets** - Reference to all streets or rights-of-way within this document shall mean dedicated vehicular rights-of-way. Except for sidewalks or access drives, this area shall be landscaped according to the setback area standards for dedicated streets contained herein.

Article III Permitted Uses

3.01 Property is restricted to the following permitted uses:

- (A) Each and every parcel of the Uses primarily engaged in research activities, including but not limited to research and analytical laboratories and facilities, developmental laboratories and facilities, and compatible light manufacturing.
- (B) Manufacture, compounding, processing, packaging, research, assembly, testing and repair of components, devices, equipment and systems, parts and components and other finished products or goods.
- (C) Wholesale, Distribution and Warehousing facilities.
- (D) Administrative, professional and business offices associated with and accessory to a permitted use.



(E) Regional or home offices of industries which are limited to a single use and accessory to any of the above industrial developments.

(F) Blue printing, photostating, photo engraving, printing, publishing and bookbinding, environmental services office and accessories, provided that on-site commercial service is associated with said uses.

(G) Cafeteria, café, restaurant or auditorium accessory with and incidental to any of the foregoing uses.

(H) General contractor and construction industries relating to the building industry, such as general contractors, electrical contractors, plumbing contractors, etc.

(I) Any other use permitted by applicable zoning ordinances and regulations of government authorities having jurisdiction over the Property except as noted under Section 3.02.

3.02 Restrictions and Prohibited Uses

Prohibited Uses - The following are examples of operations and uses which shall specifically not be permitted on any site subject to the City of Gaylord Industrial Park restrictions:

- (A) Commercial, Retail and Restaurants except on Lots 3 - 9, 38 and 39
- (B) Residential
- (C) Trailer courts
- (D) Labor camps
- (E) Junk yards as defined in the City of Gaylord Zoning Ordinance
- (F) Commercial excavation of building or construction materials (i.e. sand and gravel mining)
- (G) Distillation of bones
- (H) Dumping, conversion, disposal, incineration, or reduction of waste goods and materials, garbage, sewage, offal, dead animals or refuse including solid or hazardous waste transfer facilities
- (I) Fat rendering
- (J) Stockyard or slaughter of animals
- (K) Refining of petroleum or of its products except for distillation or reclamation of spent solvents, such as mineral spirits
- (L) Smelting of iron, tin, zinc or other ores
- (M) Cemeteries
- (N) Jail or honor farms
- (O) Lumber and coal yards, and storage of similar materials not used as part of a manufacturing operation
- (P) Asphalt plants
- (Q) Adult businesses as defined in the Gaylord Ordinance Code
- (R) Self-storage facilities
- (S) Any and all operations and uses not compatible or harmonious with the establishment and maintenance of a high quality industrial park.

3.03 All uses listed in Section 3.01 are subject to the Development Standards listed in Article IV of this Declaration



Article IV
Development Standards

4.01 Setbacks

No building shall be located on any one or more lots nearer to the front lot line or nearer to the side lot line than the minimum setback set forth below:

(A) Front Yard Setback - Thirty (30) feet, except that unsupported roofs or sunscreens may project six (6) feet into the setback area.

(B) Side Yard Setback - Twenty-five (25) feet, except that unsupported roofs and sunscreens may project up to six (6) feet into a setback area. If a single building is constructed on two or more lots, no side yard setback is required from interior lot lines. If a site on which a single building was originally constructed is further subdivided into two or more lots in accordance with the provisions of Paragraph 5.01 of this Declaration, there shall be at least twenty-five (25) feet of open space between all buildings on the Property and the new lot lines.

(C) Rear Yard Setback - There shall be a setback of at least twenty-five (25) feet.

(D) Heights - Due to location adjacent to the Otsego County Airport all structures and appurtenances (i.e. antennas, silos, etc.) are subject height restrictions as follows:

- (a) Within 150' of northern boundary of industrial park - maximum elevation of 1,420' (ground elevation estimated to be 1,320' - 1,328')
- (b) Within 300' of northern boundary of industrial park - maximum elevation of 1,440' (ground elevation estimated to be 1,320' - 1,328')
- (c) Within 450' of northern boundary of industrial park - maximum elevation of 1,460' (ground elevation estimated to be 1,320' - 1,328')
- (d) Between 450' of northern boundary of industrial park and southern boundary (Milbocker Road) - maximum elevation of 1,484' (ground elevation estimated to be 1,320' - 1,328')

Site plans must include ground elevations for all structures and indicate structure height.

4.02 Site Coverage

Maximum building coverage of fifty percent (50%) of a site is allowed. Parking structures shall not be calculated as building area; however, said structures shall be used only for the parking of company vehicles, employees' vehicles, or vehicles belonging to persons visiting the subject firm.

4.03 Number of Buildings Per Lot

Only one building, other than a parking structure to be used only as set forth in Paragraph 4.02 of this Declaration, shall be erected on any one lot, unless the erection and use of more or less than one building on any one lot is specifically approved and consented to by Declarant in writing.

4.04 Number of Tenants Per Building

No building shall be occupied or used by more than one tenant without the written approval of the City of Gaylord, Michigan, except that an owner may sublet part or all of the parcel for a use consistent and compatible with this Declaration, and also permit a subsidiary or business owned jointly with the original



title holder to occupy the same site providing the use thereof is consistent and compatible with this Declaration.

4.05 Building Construction

All buildings constructed in the Gaylord Industrial Park shall be constructed in accordance with all applicable laws, statutes, ordinances, codes, rules and regulations of all governmental agencies having jurisdiction thereof and in a manner so as to have the ability to withstand the normal causes of deterioration with normal maintenance procedures.

- (A) All buildings shall be of steel or masonry construction. No wood frame buildings shall be permitted without the written approval of the City of Gaylord.
- (B) With the intent to have an aesthetically pleasing building, the buildings will be finished in materials such as decorative, fluted or finished brick, block, wood, vinyl, glass or decorative metal on sides that face an exterior or internal road. All exposed concrete, concrete block or metal must be painted or varnished except those materials not normally painted or those materials which have been prefinished.
- (C) No structure, carport, garage, barn or other outbuilding of a temporary nature shall be situated, erected or maintained on the property or any lot.

4.06 Utility Easements

All utility easements as described on the face of the plat shall be kept free of all structures and permanent storage, and the removal of any obstruction by the owner of the utility shall in no way obligate the owner of the utility in damages or to restore the obstruction to its original form. Paving and landscaping walls shall not be deemed to be structures or an obstruction.

4.07 Signs

No sign shall be erected or maintained on the Property except in conformity with the following:

- (A) Signs visible from the exterior of any buildings may be lighted, but no signs or any other contrivance shall be devised or constructed so as to rotate, gyrate, blink or move in any animated fashion. No outdoor advertising, billboards, neon or flashing lights are permitted.
- (B) Signs shall be restricted to advertising only the person, firm, company or corporation operating the use conducted on the site or the products produced or sold thereon.
- (C) All signs attached to the building shall be flush mounted. Only one (1) sign per building with a size of no greater than five (5) percent of the wall area to which the sign is affixed with a maximum of 100 square feet.
- (D) A sign advertising the sale, lease or hire of the site shall be permitted in addition to the other signs listed in this Section. Said sign shall not exceed a maximum area of thirty-two (32) square feet.
- (E) Only one ground sign per business with a maximum size of eighty (80) square feet with a vertical height of not more than ten (10) feet above grade. Ground signs shall not be erected in the first ten (10) feet, as measured from the property line, of any street side setback area. However, the above standards shall not apply to the community directional sign, special purpose sign, construction sign, or future tenant identification sign.
- (F) Wall signs shall be fixture signs; signs painted directly on the surface of the wall shall not be permitted.



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- (G) Sign materials should be compatible with the appearance of the buildings finished materials.
 - (H) A wall sign with the individual letter applied directly shall be measured by a rectangle around the outside of the lettering and/or the pictorial symbol and calculating the area enclosed by such line.
 - (I) One (1) construction sign denoting the architects, engineers, contractor, and other related subjects, shall be permitted upon the commencement of construction. Said sign shall conform to applicable zoning ordinances and regulations.
 - (J) A future tenant identification sign listing the name of future tenants, responsible agent or Realtor and identification of the Industrial Park shall be permitted. Said sign shall conform to applicable zoning ordinances and regulations.
 - (K) Special purpose signs, used to give directions to traffic or pedestrians or give instructions as to special conditions, and community directional and/or identification signs, used to give directions to and identify areas within the Industrial Park, shall be in conformity with applicable zoning ordinances and regulations.

4.08 Parking

Each owner of a site shall provide adequate off-street parking to accommodate all parking needs for the site. The intent is to eliminate the need for any on-street parking. All parking areas (including driveways, truck turnaround areas and truck loading/unloading areas) shall be hard paved (concrete or asphalt), drained, lighted and well maintained. All paving shall be completed within one (1) year of the Certificate of Occupancy.

Required off-street parking shall be provided on the site of the use served, or on a contiguous site or within six hundred (600) feet of the subject site within the Industrial Park. Where parking is provided on other than the site concerned, a recorded document shall be filed with the Declarant and signed by the owners of the alternate site stipulating to the permanent reservation of the use of the site for said parking.

The following guide shall be used to determine parking requirements:

- (A) Office - Not less than three (3) spaces for each one thousand (1,000) square feet of total office space (excluding such areas as pedestrian corridors, rest rooms, elevator shafts, building maintenance, equipment areas).
- (B) Manufacture, Research and Assembly - Two (2) parking spaces for each three (3) employees, but in no event less than two (2) spaces for each one thousand (1,000) square feet of gross floor area.
- (C) Warehouse - Two (2) parking spaces for each three (3) employees, but in no event less than one (1) space for each one thousand (1,000) square feet of gross floor area for the first twenty thousand (20,000) square feet; one space for each two thousand (2,000) square feet of gross floor area for the second twenty thousand (20,000); one (1) space for each four thousand (4,000) square feet of gross floor area for areas in excess of the initial forty thousand (40,000) square feet of the floor area of the building. If there is more than one shift, the number of employees on the largest shift shall be used in determining parking requirements.

4.09 Landscaping

All lots will be seeded or sodded and shrubs and trees planted to maintain a park-like atmosphere. All required set back areas shall be either landscaped or left in a natural state. Any areas left in a natural state shall be properly maintained in a sightly and well-kept condition. Specific landscaping requirements are contained in Attachment B.



(A) The front yard setback area of each site shall be landscaped with an effective combination of street trees, trees, ground cover and shrubbery. All unpaved areas shall be landscaped in a similar manner. The entire area between the curb and a point ten (10) feet in back of the front property line shall be landscaped, except for any access driveway in said area. Notwithstanding the above, the entire area between the curb and the building setback line of any property fronting on the Industrial Park Drive shall be landscaped.

(B) Side and rear yard setback areas not used for parking or storage shall be landscaped utilizing ground cover and/or shrub and tree materials.

(C) Undeveloped areas proposed for future expansion shall be maintained in a weed-free condition and shall be landscaped if required by Declarant. All such cleared areas within 25 feet of streets, roadways and curb must be maintained as a lawn.

(D) Areas used for parking shall be landscaped and/or fenced in such a manner as to interrupt or screen said areas from view from access streets and adjacent properties. Plant materials used for this purpose shall consist of lineal or grouped masses of shrubs and/or trees.

(E) All disturbed areas must be restored within 6 months. All landscaping will be installed within one-year of the Certificate of Occupancy.

(F) All developments must meet state and local groundwater and watershed standards.

4.10 Lighting

Light fixtures for all exterior building, parking or other outdoor lighting shall be no higher than twenty (20) feet and shall be provided with light cut-off fixtures that direct light downward. Lighting provided for security or visibility on any site shall be shielded to reduce glare.

4.11 Loading Areas

Loading and unloading areas will be designed to permit the pickup and delivery of materials without impeding the public right-of-way. Truck docks will be located at the side or rear yard of the building. On a through or corner lot, no truck docks will be permitted on any rear or side lot which has frontage along an adjacent roadway. Front yard docks or loading areas are not allowed. Certain exceptions may be permitted, but only with Planning Commission approval.

4.12 Outdoor Storage Areas

All activities of a business will be carried on within the confines of the building. Storage of materials and finished product outside of a building is permitted, so long as it does not constitute a nuisance or interfere with adjoining owner's reasonable use of their land.

All outdoor storage shall be on a hard-surfaced area, visually screened from access streets, residential neighborhoods, and adjacent property with a complete opaque fence or wall (that is architecturally compatible to the building's finished materials) or landscaping approved by the Declarant. Outdoor storage does not include parking of company owned and operated motor vehicles and equipment. No storage shall be permitted between a frontage street and the building line.

No waste materials, manufacturing process by-product, rubbish, or discarded matter of any kind shall be permitted to be stored in open areas and beyond a time reasonably required to arrange removal.



The use of tractor-trailers or other trucks or vehicles for storage is prohibited and will be strictly enforced. The City reserves the right to inspect any property suspected to be in violation of this provision. If evidence is found supporting noncompliance, remedies will begin immediately.

4.13 Refuse Collection Areas

All outdoor refuse collection areas shall be visually screened from access streets, residential neighborhoods, and adjacent property by a complete opaque fence, wall, or landscaping approved by the Declarant. All hazardous waste shall be stored under the supervision of a licensed operator and/or the County Health Department and disposed of by a certified hazardous disposal operator.

4.14 Telephone and Electrical Service

All "on site" electrical lines and telephone lines shall be placed underground. Transformer or terminal equipment shall be visually screened from view from streets and adjacent properties.

4.15 Nuisances

No portion of the property shall be used in such a manner as to create a nuisance to adjacent sites, such as but not limited to vibration, sound, electro-mechanical disturbance and radiation, air or water pollution, dust emission or odorous, toxic or noxious matter.

Noise shall be muffled so as not to become objectionable due to intermittence, beat frequency, shrillness or intensity.

4.16 Submission Requirements for Site Plan Approval

(A) Site Plan Review Required. A site plan shall be submitted for review and approval prior to the issuance of a building permit.

Site plans shall be submitted and reviewed as follows:

1. Planning Commission (Level 1 Review):
 - a. Any new principal commercial, office, industrial, business, public or industrial use.
 - b. Expansions of all principal buildings and uses which are proposed to increase by 50% percent or more of the size of the existing building or use. The existing size shall be determined by the gross square footage of an existing building or if the principal use is primarily out of doors then the land area occupied by the use shall be used to determine the existing size.
 - c. Site Plans subject to Level 1 Review shall be submitted to the Zoning Administrator a minimum of two (2) weeks prior to the date of the Planning Commission review. Upon receipt of the Site Plan and application the Zoning Administrator shall forward a copy to the City Engineer for review and subsequent report to the Planning Commission. Fees established by the Planning Commission will be assessed to the applicant for Level 1 Review.
2. Staff Review (Level 2 Review): The Zoning Administrator shall review the following site plans or may refer such plans to the Planning Commission.
 - a. Expansion of an existing use or building which comprises less than 50 percent of a building or less than 50 percent of the land area occupied by a use which is principally outdoors.



(B) Authorization. The Commission or Zoning Administrator as the case may be, shall have the power to approve, deny, modify, or approve with conditions all site plans submitted to it under this Ordinance. A building permit shall not be issued until a site plan has been approved as required herein.

(C) Application and Procedures. An application for site plan review along with fifteen sets (Level 1) of the site plan shall be submitted to the Zoning Administrator in accordance with the submittal schedule established by the Planning Commission along with a fee as set by the Planning Commission. The application shall at a minimum contain the following information:

- a. The applicant's name, address and phone number.
- b. The name, address and phone number of the owner(s) of record if different than the applicant.
- c. The address of the property.
- d. Legal description of property.
- g. Current zoning
- h. Project description.
- i. Size of the parcel.
- j. Signature of the applicant and owner of the property.

(D) Site Plan. Site plans shall be drawn at a scale of not more than one inch equals 100 feet (1" = 100') and shall contain the following information unless specifically waived by the Planning Commission or Zoning Administrator.

- a. Vicinity sketch of adjacent properties.
- b. Date site plan was prepared.
- c. Name, address and professional seal of architect, landscape architect, engineer or professional surveyor who prepared the plan.
- d. North arrow and legal description.
- e. Property lines, dimensions, and building setback distances from roof overhang or foundations to edge of public street right-of-ways or property lines and all structures, lot lines and wetlands within one hundred (100) feet of the site.
- f. Existing and proposed topographic elevations at two foot intervals on the site and to a distance of 50 feet outside the boundary lines of the site.
- g. Direction of storm water drainage and how storm water runoff will be handled as well as a statement describing where storm water will be ultimately discharged.
- h. Location of existing and proposed buildings, their intended use, the length, width and height of each building, the square footage of each building and the specific types of material to be used in construction.
- i. Location of abutting streets, rights-of-way, service drives, curb cuts, and access easements serving the site, as well as driveways opposite the site and driveways within 100 feet on either side of the site including all driveway widths and curb radius.
- j. Location and size of all water and sanitary sewer lines and storm drainage lines as well as fire hydrants and catch basins, and location of storm retention/detention ponds. Storm



retention/detention ponds with a maximum depth in excess of two (2) feet are permitted in the rear yard only and must be adequately fenced and screened.

- k. Location and type of all sidewalks, bike paths, and other walkways.
- l. Location, type and size of any walls, fences or other screening provisions.
- m. Location of all proposed landscape materials, including size and type of plantings.
- n. Location, size and height of all proposed accessory structures, if prior approval is received, transformers, dumpsters or trash removal areas or devices, and method of screening and signs. Rooftop or outdoor equipment should also be indicated including proposed method of screening where appropriate.
- o. Proposed parking areas and access drives showing number and size of spaces and aisles, loading areas, and handicapped access ramps. Also note method of surfacing such areas.
- p. Exterior lighting showing area of illumination and type of fixture as well as method of shielding from adjacent properties and roadways.
- q. Location and type of significant existing vegetation, water courses, and water bodies including county drains and manmade surface drainage ways, floodplains, and wetlands. Vegetation that is to be retained on the site must be illustrated.
- r. Location and specifications for any existing or proposed above or below ground storage facilities for any chemicals, salts, flammable materials, or hazardous materials as well as any containment structures or clear zones required by this Ordinance or other state or federal agencies.
- s. Architectural elevation drawing of the building(s) including type and color of outer wall coverings and cross-section drawings of the site.

(E) Preliminary Site Plan Review

- 1. If desired by the applicant a preliminary site plan may be submitted to the Planning Commission. The purpose of this procedure is to allow discussion between the applicant and the Planning Commission, to better inform the applicant of the acceptability of the project before significant engineering efforts are incurred which may be necessary for final site plan approval.
- 2. Applications for preliminary site plan review shall be made in accordance with the application procedures of this section.
- 3. The preliminary site plan shall be drawn at a scale of not more than one (1) inch equals one hundred (100) feet (1" = 100') and shall contain the information listed in Section D Site Plan unless specifically waived by the Planning Commission or Zoning Administrator.
- 4. The Planning Commission shall review the preliminary site plan and may make recommendations to assist the applicant in preparing a final site plan which shall conform to the standards of this Ordinance.

(F) Final Site Plan Review

- 1. If desired by the applicant, a Final Site Plan may be submitted for review without first receiving preliminary site plan approval. Application for final site plan review shall be made



in accordance with the application procedures of this section and shall be reviewed in accordance with the same procedures for preliminary site plans.

2. The final site plan for developments which have been proposed in phases shall generally conform to the approved preliminary plan.

(G) Final Site Plan Approval

1. The Planning Commission or Zoning Administrator as the case may be shall review the final site plan according to the general standards for site plan review as contained in this section and any other applicable regulations of this Ordinance. Based on these standards and regulations, the Commission or Zoning Administrator shall approve, deny or approve with conditions the final site plan.

If approved, the applicant shall revise the site plan as necessary and submit the final site plan to the Zoning Administrator to insure that all revisions as required by the Planning Commission have been made.

2. Upon approval of the final site plan, three copies of this plan shall be stamped as approved, dated and signed by the Zoning Administrator. The applicant shall retain one copy of the approved plan; the Building Inspector as part of the building permit review process shall retain one, and the City Clerk shall keep one copy.

3. The Building Inspector shall issue a building permit upon receipt of an approved final site plan providing all other applicable City regulations have been met including compliance with the building code.

4. A record of the decision made, the reason for the decision reached and any conditions attached to such decision shall be kept and made a part of the minutes of the meeting.

5. The Zoning Administrator may make periodic investigations of developments for which site plans have been approved. Non-compliance with the requirements and conditions of the approved site plan shall constitute a violation of the site plan and the Zoning Administrator shall take the necessary steps to obtain compliance, including those actions authorized in Section 19 of the Gaylord Zoning Ordinance.

6. Recommended General Appearance in the construction and/or renovation of all non-residential buildings. The City of Gaylord strongly encourages the use of the SWISS ALPINE MOTIF in the construction and/or renovation of all buildings in the Gaylord Industrial Park to maintain, enhance and to promote “Gaylord, The Alpine Village”. It is encouraged that the general appearance of all nonresidential buildings conforms to Alpine Village Architectural Guidelines.

Article V
Additional Restrictions

5.01 No Lot Splits

Each and every site shall consist of at least one (1) whole and entire lot. No owner shall initiate action to reduce the size of any lot or further subdivide any lot from the date of this Declaration without approval of the City of Gaylord. Lots resulting from an approved lot split will be subject all the terms and conditions of these covenants including setback requirements.



Article VI Enforcement

6.01 Abatement and Suit

Violation or breach of any restriction and covenant herein contained shall give to Declarant and every other owner of a lot or parcel within the Property (for whose benefit these restrictions and covenants are expressly made), the right to summarily abate and remove, at the expense of the owner or lessee thereof, any structure, thing or condition that may be or exist on any lot or parcel within the Property contrary to the terms, conditions, intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions and covenants to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

6.02 Deemed to Constitute a Nuisance

The result of every action or omission whereby any restriction or covenant herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an owner, either public or private, shall be applicable against every such result and may be exercised by Declarant or by any owner of property for whose benefit these restrictions and covenants are made.

6.03 Attorney's Fees

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

6.04 Inspection

Declarant may from time to time at any reasonable hour or hours, enter and inspect any property subject to these restrictions to ascertain compliance therewith.

6.05 Failure to Enforce Not a Waiver of Rights

The failure of Declarant or any other property owner to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction or covenant.

6.06 Failure to Implement

If, after the expiration of two (2) years from the date of execution of a sales contract agreement on any part, parcel, tract, tracts or lot within this Industrial Park, any purchaser shall not have begun in good faith the construction of any acceptable building upon said part, parcel, tract, tracts or lot, the City of Gaylord, Michigan retains the option to refund the purchase price and enter into possession of the land. At any time, the City of Gaylord, Michigan, its successors or assigns, may extend in writing the time in which such building may be begun.

6.07 Abandonment of Use or Parcel

If any purchaser of any part, parcel, tract, tracts or lot within the Industrial Park, suffers or permits the property purchased or any building constructed thereon, to become in disrepair, dilapidated or obsolete or fails to maintain the same in good condition consistent with all of the provisions of this Declaration and



any and all State or local building codes, or abandons the same, the City of Gaylord, Michigan, its successors or assigns, retains the option to refund the purchase price of the parcel and enter into possession of the land or in lieu thereof, declare the same abandoned and upon proper notice to the purchaser, require that the land or buildings be repaired or improved within a period of no less than sixty (60) days and upon the purchaser's default in doing so, title to the land and buildings thereon shall forthwith revert to the City of Gaylord, Michigan.

Article VII
Term, Termination and Modification

7.01 Term

This Declaration, every provision hereof and every covenant and restriction contained herein shall continue in full force and effect for a period of twenty-five (25) years from the date hereof, unless otherwise specifically provided and shall automatically be continued for successive periods of twenty-five (25) years.

7.02 Termination and Modification

The City of Gaylord, by resolution of its City Council, shall have the right from time to time as it deems necessary, to amend these covenants and restrictions for the purpose of deleting, modifying, altering or supplementing the provisions herein contained, provided that the City of Gaylord shall not amend these covenants and restrictions in any manner which would prevent the continued use of an existing building, structure, or lot for the use, operation, or function previously approved by the City of Gaylord, as evidenced by the site plan approval of its Planning Commission. Prior to adoption of said resolution, the City of Gaylord will notify all owners of property subject to these covenants and restrictions by certified mail prior to Council action. Such notice shall specify the amendment to be considered by the council and shall be mailed to the property owner at the address of record for property tax purposes. The amendment resolution enacting the deletion, modification, alteration, or supplement, shall be signed by the City Clerk, and Mayor respectively, of the City of Gaylord and recorded in the office of the Register of Deeds, Otsego County, Michigan.

Article VIII
Miscellaneous Provisions

8.01 Assignment of Rights and Duties

Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term Declarant as used herein includes all such assignees and their heirs, successors and assigns. If at any time Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed in the same manner as the Gaylord Industrial Park restrictions may be terminated, extended, modified or amended under Section 7.02 of Article VII. Any assignment or appointment made under this section shall be in recordable form and shall be recorded in the County where the real property affected is situated.

8.02 Constructive Notice and Acceptance



Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of said property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said property.

8.03 Rights of Mortgagees

All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon land subject to these restrictions, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of said property is sold under a foreclosure or any mortgage or under the provisions of any deed of trust, any purchaser of such sale, and successors and assigns, shall hold any and all property so purchased subject to all of the restrictions, covenants and other provisions of this Declaration.

8.04 Mutuality, Reciprocity; Runs with Land

All restrictions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of said property; shall create mutual, equitable servitude upon each parcel in favor of every other parcel; and shall create reciprocal rights and obligations between the respective owners of all parcels of the property and privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns.

In addition, all restrictions contained herein shall operate as covenants running with the land for the benefit of the land described in Exhibit "A" hereto and shall inure to the benefit of all grantees of said land, their heirs, successors and assigns, and shall apply to and bind the grantees of any and all parcels of the property, their heirs, successors, and assigns.

8.05 Paragraph Headings

Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

8.06 Effect of Invalidation

If any provisions of this Declaration are held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

8.07 Addition of Territory

Declarant may at any time or from time to time during the pendency of these restrictions add a portion of the land to the property which is covered by this Declaration, and upon the recording of a notice of addition to territory containing the provisions set forth in Section 8.07 of this Article VIII, the covenants contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by the Declaration; and thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the owners, lessees and occupants or parcels within the added land shall be the same as in the case of the original land.

8.08 The notice of addition to territory referred to in Section 8.07 of this Article VIII shall contain the following provisions:



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- (A) A reference to this Declaration which reference shall state the date of recording hereof and the book or books of the records of Otsego County, Michigan, and page numbers where this Declaration is recorded;
 - (B) A statement that the provisions of this Declaration shall apply to the added territory in the manner set forth in Section 8.07 of this Article VIII; and
 - (C) An exact description of the added territory.



In WITNESS WHEREOF, the undersigned attest that this Declaration was adopted on April 12, 2004.

CITY OF GAYLORD, MICHIGAN
225 West Main Street
Gaylord MI 49735

Witnesses:

Signed By:

Gladys Solokis, Mayor

Joseph Duff, City Manager

STATE OF MICHIGAN)
)ss.
COUNTY OF OTSEGO)

On _____, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Gladys Solokis, known to me as the Mayor of the City of Gaylord and Joseph Duff known to me to be the City Manager, that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the City of Gaylord, Michigan therein named, and acknowledged to me that such City of Gaylord, Michigan executed the within instrument pursuant to its by-laws or a resolution of its Council.

WITNESS my hand and official seal.

Notary Public
Otsego County, Michigan
My Commission Expires:



Gaylord Industrial Park Covenants

Attachment A

Description of Property Subject to Covenants

The SE 1/4 and the E 1/2 of the SW 1/4 of Section 7, T30N, R3W, Bagley Township, Otsego County, Michigan

and

A parcel of land on part of the fractional SW 1/4 of Section 7, T30N, R3W, Bagley Township, Otsego County, Michigan, being further described as: Beginning at the West 1/4 corner of said Section 7; thence S89°11'51"E, 874.43' to the West 1/8 line of said Section 7; thence S0°42'01"E, 80.03' along said West 1/8 line; thence N89°11'21"W, 875.39 to the West line of said Section 7; thence N0°00'50"W, 80.01' along the West line of said Section 7 to the Point of Beginning, containing 1.61 acres more or less.

Excepting the following parcel:

LOT 1, "GAYLORD INDUSTRIAL PARK"

Part of the Southwest one-quarter of Section 7, Town 30 North, Range 03 West, Bagley Township (Conditionally transferred to the City of Gaylord), Otsego County, Michigan, more fully described as:

Commencing at the South quarter corner of said Section 7; thence North 89°42'21" West, 659.65 feet along the South line of said section; thence North 00°18'16" West, 33.00 feet to the Northerly right-of-way line of Milbocker Road and the Point of Beginning; thence North 89°42'21" West, 659.51 feet parallel with said South section line along said right-of-way line to the West one-eighth line of said section; thence North 00°42'01" West, 627.15 feet along said West one-eighth line; thence South 89°42'21" East, 663.84 feet parallel with said South section line; thence South 00°18'16" East, 627.10 feet to said Northerly right-of-way line and the Point of Beginning.

Said parcel contains 9.52 acres of land, more or less.



Gaylord Industrial Park Covenants
Attachment B

Landscaping Requirements

(A) Along Street Frontages (Front Yards and Corner Lots)

One canopy tree and two evergreen trees plus one additional canopy and evergreen tree for each 75 feet in length of road frontage

One ornamental tree plus one for each 75 feet in length of road frontage

Shrubs at a rate of one per each tree required

B. Off-Street Parking Areas

All parking areas having 20 or more parking spaces shall have one canopy tree for every twenty (20) parking spaces with a minimum of two trees and shall be planted adjacent to and within the parking area.

Trees shall be located to prevent damage by motor vehicles

Landscaping shall be arranged so as not to obscure traffic signs, fire hydrants or obstruct drivers' sight distance within the parking area and at driveway entrances.

C. Minimum Standards for Plant Sizes

Deciduous canopy tree:	2 ½" caliper
Deciduous ornamental tree:	2" caliper
Evergreen tree:	7' height
Deciduous shrub:	2' height
Upright evergreen shrub	2' height
Spreading evergreen shrub	18" spread

D. Tree Species

Canopy Trees: Maple, Ash, Locust, Sycamore, Oak, Linden, Ginkgo

Ornamental Trees: Redbud, Hawthorn, Crabapple, Dogwood, Plum, Russian Olive, Shadblow

Evergreen: Norway Spruce, White Spruce, Blue Spruce, Austrian Pine, White Pine, Hemlock, Japanese Yew.

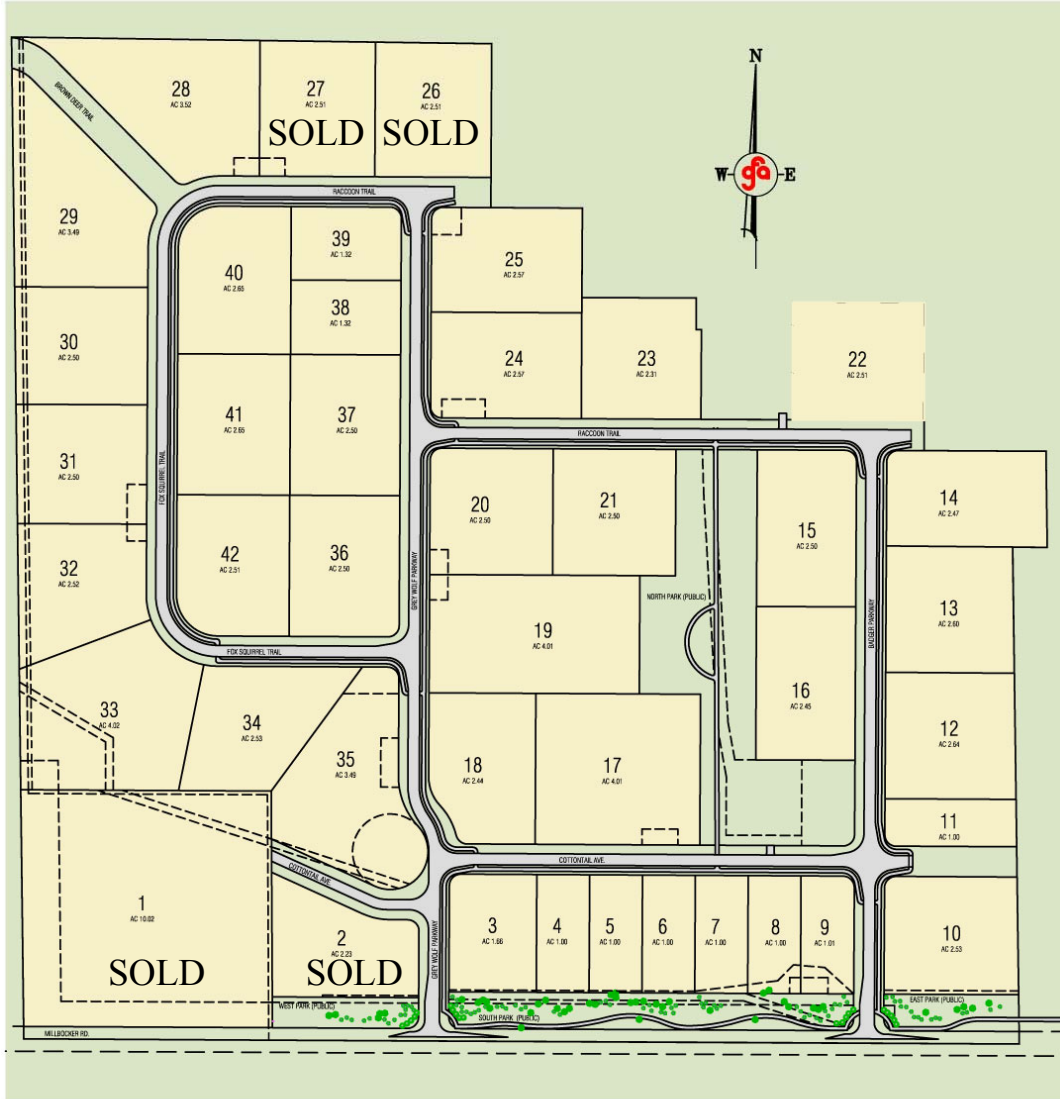


Attachment D: Plat and Lot Acreage & Pricing





Gaylord Industrial Park



gfa Gourdie-Fraser



Gaylord Industrial Park
Lot Acreage and Pricing

Lot	Square Feet	Acres	Price
1	414,782	9.52	SOLD
2	97,033	2.23	\$78,050
3	72,079	1.65	\$57,750
4	43,680	1.00	\$35,000
5	43,680	1.00	\$35,000
6	43,680	1.00	\$35,000
7	43,680	1.00	\$35,000
8	43,680	1.00	\$35,000
9	43,857	1.01	\$35,350
10	110,265	2.53	\$88,550
11	43,565	1.00	\$35,000
12	115,160	2.64	\$92,400
13	113,081	2.60	\$91,000
14	107,431	2.47	\$86,450
15	108,952	2.50	\$87,500
16	106,841	2.45	\$85,750
17	174,450	4.00	\$140,000
18	106,093	2.44	\$85,400
19	174,564	4.01	\$140,350
20	108,916	2.50	\$87,500
21	108,905	2.50	\$87,500
22	109,200	2.51	\$87,850
23	100,594	2.31	\$80,850
24	111,825	2.57	\$89,950
25	111,825	2.57	\$89,950
26	109,304	2.51	\$87,850
27	109,449	2.51	\$87,850
28	153,325	3.52	\$123,200
29	152,055	3.49	\$122,150
30	109,005	2.50	\$87,500
31	109,032	2.50	\$87,500
32	109,653	2.52	\$88,200
33	174,907	4.02	\$140,700
34	109,996	2.53	\$88,550
35	151,884	3.49	\$122,150
36	108,902	2.50	\$87,500
37	108,901	2.50	\$87,500
38	57,536	1.32	\$46,200
39	57,343	1.32	\$46,200
40	115,236	2.65	\$92,750
41	111,513	2.56	\$89,600
42	109,115	2.50	\$87,500



Attachment E: *Purchase Agreement*





OFFER TO PURCHASE REAL ESTATE

THE UNDERSIGNED hereby offers and agrees to purchase from the City of Gaylord, a Michigan municipal corporation, whose address is 225 West Main Street, Gaylord, Michigan 49735, the following land situated in the City of Gaylord, County of Otsego, State of Michigan, described as follows:

Lot(s) _____, Gaylord Industrial Park, according to the plat thereof as recorded
Liber _____ Pages _____, Otsego County Records.

Together with all improvements and appurtenances, if any, now on the premises, and to pay therefor the sum of _____ (\$ _____) DOLLARS, subject to existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY:

Cash Sale:

1. Delivery of a good and sufficient Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check at the time of closing.

Evidence of Title:

2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible a Commitment for Title Insurance issued by a title company selected by Seller in an amount not less than the purchase price bearing date later than the acceptance hereof with policy pursuant thereto to be issued insuring Purchaser.

Time of Closing:

3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale within ten (10) days after delivery of the commitment of title insurance.

Purchaser's Default:

4. In the event of default by the Purchaser hereunder, the Seller may, at its option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.

Seller's Default:

5. In the event of default by Seller hereunder, the Purchaser's sole remedy is a refund of its entire deposit in full termination of this agreement.

Title Objection:

6. If objection to the title is made in the Commitment for Title Insurance or based upon a written opinion of Purchaser's attorney after examination of the Commitment for Title Insurance that the title is not in the condition required for performance hereunder, the Seller shall have sixty (60) days from notification in writing of the particular defects claimed to either (1) fulfill the requirements in said commitment or remedy the title defects set forth in said attorney's opinion or (2) refund the deposit in full termination of this agreement if unable to furnish satisfactory title. If the Seller is able to comply with such requirements or remedy such defects within the time



specified as evidenced by written notification, revised commitment or endorsement to commitment, the Purchaser agrees to complete the sale within 10 days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the deposit shall be refunded forthwith in full termination of this Agreement.

Possession:

7. The Seller shall deliver and the Purchaser shall accept possession of said property at closing.

Taxes:

8. Purchaser understands that there are no real property taxes currently in effect as to the property since it is owned by a municipal corporation. Purchaser further understands that the property will be placed upon the tax rolls and become taxable as of December 31 of the year in which the closing takes place.

Irrevocable offer:

9. This offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.

Deposit:

10. The Purchaser herewith tenders the sum of _____ (\$ _____) DOLLARS, as a deposit to be held by the Seller after Seller's execution of this Agreement. Said deposit shall be held in accordance with the terms of this Agreement and applied on the purchase price if the sale is consummated.

Survey:

11. If Purchaser desires a survey of the property, Purchaser shall promptly procure one at its expense. If Purchaser elects not to procure a survey, Purchaser agrees that in purchasing the property Purchaser is relying solely upon its own judgment as to the location, area and boundaries of the property without regard to any representation that may have been made by or on behalf of any other person or entity.

Legal Document:

12. It is recommended to the Purchaser that an attorney be retained to pass upon the marketability of the title to the property involved and to ascertain whether or not the details in the sale of the real estate have been strictly adhered to before the transaction involved is consummated.

Due Diligence By Purchaser:

13. By execution of this Agreement Purchaser represents, acknowledges and covenants that Purchaser has relied entirely upon its own judgment, knowledge and inspection in determining to execute this Agreement and to purchase the subject property. Specifically, Purchaser represents and acknowledges that it has examined and inspected, to the full extent to which it desires, the property itself, and all building and use restrictions, zoning regulations and ordinances, and any other matters applicable to the property. Purchaser is agreeing to purchase and accept the property in the same condition as it is as of the date of this Agreement and subject to any and all such building and use restrictions, zoning ordinances, or other governmental regulations.



Purchaser, in executing this Agreement, and in proceeding to closing is specifically not relying upon any statements, representations or inducements made by or on behalf of the Seller that are not expressly stated in this Agreement. Furthermore, Purchaser, in entering into this Agreement, is not assuming that Seller would have or should have disclosed anything to Purchaser that is not expressly set forth in this Agreement.

Notices:

14. Any notices or other communications required or permitted under this Agreement shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to Seller or to Purchaser at the following addresses, or at such other addresses as may be furnished in writing in a like manner from time to time:

SELLER: City of Gaylord
225 West Main Street
Gaylord, MI 49735

PURCHASER: _____

Additional Conditions:

15. a. Seller certifies that there are no lawsuits pending against the property, nor health department or zoning violations or condemnation proceedings now in effect against the property or any unpaid bills resulting from improvements made on the property within the last ninety (90) days which may give rise to the filing of a construction lien.
- b. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.
- c. The closing of this sale shall take place at the office of the title company issuing the title insurance.
- d. Seller and Purchaser shall each pay the customary sum to the Title Company as and for a closing fee.
- e. Seller shall, at closing, warrant that there are no buried fuel oil tanks upon the property, that Seller has not contributed to any soil or ground water contamination, and that Seller is not aware of any soil or ground water contamination. Seller has not made, does not make and shall not make any other warranties or representations of any kind as to environmental matters, and the Purchaser shall otherwise accept the soil and ground water “as is,” and in its present condition.
- f. This real property described above may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.
- g. Headings contained in this Agreement are for references only and shall not affect in any way the



meaning or interpretation of this Agreement.

Land Division Rights:

16. This conveyance shall include no division rights of Seller under Act 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Mineral Rights:

17. This conveyance shall except and reserve unto Seller all oil, gas and other mineral rights.

Real Estate Broker or Agent:

18. Unless this Agreement is accompanied by a properly completed Real Estate Commission Form (said form being provided by the Seller), identifying the involvement of a real estate agent or broker and signed by the Purchaser and said real estate agent or broker, Purchaser is, in executing this Agreement, certifying to Seller that there has been no real estate agent or broker involved in this transaction nor has any real estate agent or broker induced, encouraged or convinced the Purchaser to enter into this Agreement.

IN THE PRESENCE OF:

PURCHASER:

Date: _____

Address: _____

Telephone: _____

Seller's Acknowledgement of Deposit:

19. Received from the above-named Purchaser the deposit money above mentioned which will be returned forthwith if the foregoing offer is not accepted within the time above set forth.

SELLER:

CITY OF GAYLORD

By: _____

Its: _____

By: _____

Its: _____



Acceptance of Offer:

20. TO THE ABOVE NAMED PURCHASER:

The foregoing offer is hereby accepted and the Seller agrees to sell said premises upon the terms hereinabove set forth.

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

SELLER:

CITY OF GAYLORD

By: _____

Its: _____

By: _____

Its: _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER:

21. The Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing offer to purchase.

PURCHASER:

Date: _____

DRAFTED BY:

Steve R. DuBois
123 West Main Street, Suite 302
Gaylord, Michigan 49735
989-731-3616





*Attachment F: Real Estate Commission Policy and
City of Gaylord Real Estate Commission Form*





Gaylord Industrial Park Real Estate Commission Policy

Purpose

To define rules governing the compensation paid to realtors or real estate brokers directly responsible for the consummation of a sale of City-owned property in the Gaylord Industrial Park. This policy is not intended to be used as a compensation mechanism for payment to others who may have directed a potential purchase to the City. It rather is to assist professional realtors to assist us in marketing the properties through their professional contacts and businesses.

Policy

The City shall compensate cooperating realtors or real estate brokers selling City-owned property in the Gaylord Industrial Park under the following rules and conditions:

1. Cooperating broker commission rates are as follows – 5% of selling price. The realtor and real estate broker will use the standard purchase agreement provided by the City of Gaylord. No offer to purchase will be accepted using other forms or agreements. The Gaylord City Council reserves the right to stipulate all terms of a sale.
2. A commission shall be earned and payable when a closing occurs and property rights are transferred and monies exchanged as a direct result of the cooperating broker producing a qualified buyer who has made a written offer to purchase on the standard purchase agreement provided by the City of Gaylord. The Gaylord City Council also must accept this written offer. Additionally, the Gaylord City Council reserves the right to accept or reject all offers and there is nothing in this policy that shall obligate the City to accept an offer it deems unsatisfactory for whatever reason.
 - a. For the purpose of compensating a cooperating broker, a qualified buyer is defined as an entity secured by the cooperating broker who has the financial capability to fulfill all of the terms of their offer. In addition, a qualified buyer must not have previously had any direct involvement in inspecting, offering, or negotiating with the City for the purchase of the offered property.
 - b. To earn a commission from the City, a cooperating broker shall not receive financial compensation from the buyer, or other parties, which is contingent upon or related to the sale or the selling price of the offered property. The broker and buyer must also submit to the City a completed “City of Gaylord Real Estate Commission Form” that attests to the information as detailed.
 - c. Cooperating brokers must be properly licensed by the State of Michigan as a real estate broker and must abide by and follow the laws of the State of Michigan.
3. The City shall pay only one commission fee per offered property. This commission fee payment will be based upon the broker’s and buyer’s submittal of the completed “City of Gaylord Real Estate Commission Form.” The City shall determine at its own discretion which cooperating broker is entitled to commission.



-
4. No employee of the City of Gaylord shall be compensated with funds from commissions paid through this policy. Therefore, no City of Gaylord employee will be able to broker such properties and receive commissions as stated.
 5. The Gaylord City Council, with the recommendation of the Industrial Park Committee, shall establish sale price and terms of sale. The City Council will accept or reject all offers to purchase.
 6. The Mayor or City Clerk is designated to authorize and sign agreements on behalf of the City of Gaylord.

Approved by City Council on August 23, 2004.



City of Gaylord
Real Estate Commission Form

REAL ESTATE AGENT OR BROKER

Name _____
Address _____

Phone Number _____
Agency Affiliation _____
Real Estate License Number _____

BUYER

Name _____
Address _____

Phone Number _____
Company or Business Name _____

PROPERTY INFORMATION

Legal Description of Property Being Purchased:

Number of Acres, if known:
Purchase Price:

Real Estate Agent or Broker Certification:

I do attest to the fact that I am a licensed real estate agent and/or broker in good standing in the State of Michigan. I do also attest to the fact that I have not and will not receive any financial compensation from the above noted buyer or any other party related to this transaction. I also understand that in the event that I do falsify this or any other information that I will not be entitled to any commission from the City of Gaylord and that it will further preclude me and/or any other of my business or company affiliated agents or brokers from receiving like compensation.

Date Printed Name Signature

Buyer Certification:

I do attest that the real estate agent or broker as stated above has assisted and provided me with good and sound advice that has lead me and/or my business to purchase the land as stated above from the City of Gaylord. I further attest that I have not paid this agent or broker or any party related to the transaction.

Date Printed Name Signature





*Attachment G: Industrial Development District
Resolution – Gaylord Industrial Park and Tax
Incentive Policy*





**RESOLUTION TO ESTABLISH GAYLORD INDUSTRIAL DEVELOPMENT DISTRICT
NO. 2**

The following is a complete copy of a resolution adopted by the City Council at a regular meeting held at 7:00 p.m. on Monday, August 9, 2004, in the City Council Chambers, located in the City/County Building, 225 West Main Street, Gaylord, Michigan.

Members Present: Campbell, Johnson, Mankowski, Sharrard and Solokis.

Members Absent: Nelson and Wambold.

The following preamble and resolution were offered by Council Member Mankowski and supported by Council Member Campbell:

WHEREAS, pursuant to Act No. 198 of the Public Acts of 1974, as amended, the Gaylord City Council has the authority to establish "Industrial Development Districts" within the City of Gaylord; and

WHEREAS, construction, acquisitions, alterations, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Gaylord Herald Times; and

WHEREAS, a public hearing was held at which all the owners of real property within the proposed Industrial Development District and all residents and taxpayers of the City of Gaylord were afforded an opportunity to be heard thereon; and

WHEREAS, the Gaylord City Council deems it to be in the public interest of the City of Gaylord to establish the Industrial Development District as proposed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gaylord that the following described parcel of land situated in the City of Gaylord, County of Otsego, and State of Michigan, to wit:

The SE 1/4 and the E 1/2 of the SW 1/4 of Section 7, T30N, R3W, Bagley Township, Otsego County, Michigan

and

A parcel of land on part of the fractional SW 1/4 of Section 7, T30N, R3W, Bagley Township, Otsego County, Michigan, being further described as: Beginning at the West 1/4 corner of said Section 7; thence S89°11'51"E, 874.43' to the West 1/8 line of said Section 7; thence S0°42'01"E, 80.03' along said West 1/8 line; thence N89°11'21"W, 875.39' to the West line of said Section 7; thence N0°00'50"W, 80.01' along the West line of said Section 7 to the Point of Beginning, containing 1.61 acres more or less and being subject to an easement for highway purposes along the Westerly 55' thereof. Also subject to an easement for pipeline purposes over and across the northerly 30' thereof.

And

Excepting the following parcel:

LOT 1, "GAYLORD INDUSTRIAL PARK"



Part of the Southwest one-quarter of Section 7, Town 30 North, Range 03 West, Bagley Township (Conditionally transferred to the City of Gaylord), Otsego County, Michigan, more fully described as:

Commencing at the South quarter corner of said Section 7; thence North 89°42'21" West, 659.65 feet along the South line of said section; thence North 00°18'16" West, 33.00 feet to the Northerly right-of-way line of Milbocker Road and the Point of Beginning; thence North 89°42'21" West, 659.51 feet parallel with said South section line along said right-of-way line to the West one-eighth line of said section; thence North 00°42'01" West, 627.15 feet along said West one-eighth line; thence South 89°42'21" East, 663.84 feet parallel with said South section line; thence South 00°18'16" East, 627.10 feet to said Northerly right-of-way line and the Point of Beginning.

Be and here is established as an Industrial Development District pursuant to the provision of Act No. 198 of the Public Acts of 1974 to be know as the Gaylord Industrial Development District No. 2.

Ayes: Campbell, Johnson, Mankowski, Sharrard and Solokis.

Nays: Nelson and Wambold.

RESOLUTION DECLARED ADOPTED.

Rebecca Curtis, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Gaylord, County of Otsego, Michigan, at a regular meeting held at 7:00 p.m., on Monday, August 9, 2004, in the City Council Chambers, located in the City/County Building, 225 West Main Street, Gaylord, Michigan.

Rebecca Curtis, Clerk



Tax Incentive Policy

Purpose

The City of Gaylord has designated certain areas within the City as “Industrial Development District” or “Plant Rehabilitation District.” These districts, for the most part, are located within the Air Industrial Park or the Gaylord Industrial Park or adjacent to these areas.

The State of Michigan, through P.A. 198 of 1974 as amended, does allow property tax incentives to new industry to renovate and expand aging manufacturing plants or build new plants in Michigan. These tax incentives are designed to maintain existing jobs and create new job opportunities in Michigan. A summary of the Plant Rehabilitation and Industrial Development Districts Act is included in Attachment “A.” A copy of selected State information relating to the process is found in Attachment “B.”

The primary purpose of this policy is to provide a standard whereby those qualified companies making application for an Industrial Facilities Exemption Certificate will know the level and duration of abatement that the City of Gaylord will grant. The intent is to present a uniform standard so that all parties know the extent by which the City may grant such exemptions, thereby treating all businesses equitably.

Standards for Duration of Industrial Facilities Exemption Certificate

Below is the standard provided for an exemption certificate.

Level of Investment	Full-time Jobs Created or Retained
\$0-1,000,000 – One Year	1 to 5 – One Year
\$1,000,000 – \$5,000,000 – Two Years	5 to 10 – Two Years
\$5,000,000 – \$10,000,000 – Four Years	10 to 20 – Four Years
\$10,000,000 and up – Six Years	20 and more – Six Years

The maximum allowed exemption is for twelve (12) years by State statute. The business will be afforded year credits based upon both job creation and retention, and level of investment. This will be a cumulative total provided.

For example, if a company is planning to make a total capital investment (minus land value) of \$3,500,000 and they plan to create five (5) new fulltime jobs and retain fifteen (15) others, then their credit would be determined as follows:

Investment

\$3,500,000 – Two Years

Jobs Created and Retained

Five (5) new plus fifteen (15) retained, for a total of twenty (20) jobs – Six Years

Total length of Abatement for New Investment – Eight Years

Total jobs must be created within a set number of years as determined in the agreement between the City and the Company. The Company must also agree to provide an annual submittal of job creation and retention numbers. If projections are not met, the City can reduce the duration (number of years) of the agreed upon exemption certificate. Additional investment by the Company will be allowed to offset job creation and retention numbers.



It should be remembered that the abatement is given only on the new personal or real property added. Existing real and personal property, as well as land, is excluded.

City Determination

The City of Gaylord and its City Council reserves the right to utilize its discretion in providing tax incentives to qualified companies that are eligible for tax abatements. This policy is intended to be a guideline. However, the City does realize that each company and its needs, as well as those of the community, are different. Therefore, determinations on length of duration of abatements may well vary based upon factors affecting both the business and community.

Approved by City Council at a regular meeting on August 23, 2004.



-
- Attachments “A” and “B” are not included in this copy of the Tax Incentive Policy as referenced in this Guidebook.
 - Information and application forms for an Industrial Facilities Exemption Certificate may be found on the Michigan Department of Treasury’s website or at the following link http://www.michigan.gov/documents/1012_packet_94624_7.pdf.

You may also contact the Otsego County Economic Alliance at 989-731-0288 or The City Clerk or City Manager at 989-732-4060 for information on the Industrial Facilities Tax Abatement Process.





Attachment H: *Statement of Compliance for Federal Nondiscrimination Statutes*





City of Gaylord
Statement of Compliance
Federal Nondiscrimination Statutes

I do attest that the business or company stated below will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) §§523- and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

Business or Company Name:

Address:

By:

Signature

Printed Name & Title

Date:





Attachment I: *Assurance of Complicance With Civil Rights, Form ED-612*





ED-612	Current and Estimated Employee Data										Office Use Only															
1. Name And Address Of Organization											Project No:															
Organization											2. Organization is															
No. And Street											<input type="checkbox"/> Applicant <input type="checkbox"/> Other Party															
City											3. Current Temporary and Part-time Employees															
State And Zip											Total _____ Females _____ Males _____															
4. CURRENT PERMANENT POSITIONS											5. NEW PERMANENT JOBS ESTIMATED TO BE CREATED AS A RESULT OF THIS PROJECT				PERMANENT JOBS TO BE SAVED											
JOB CATEGORIES	Total Em- ployees	Black Not of Hispanic Origin	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	White Not of Hispanic Origin	Age (40 or above)	Total Em- ployees	Black Not of Hispanic Origin	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	White Not of Hispanic Origin	Total Age (40 or above)	Total Em- ployees	Total Minorities	Total Age (40 or above)									
																		Sex								
OFFICIALS AND MANAGERS	F																									
	M																									
PROFESSIONALS	F																									
	M																									
TECHNICIANS	F																									
	M																									
SALES WORKERS	F																									
	M																									
OFFICE AND CLERICAL	F																									
	M																									
CRAFTSPERSON (SKILLED)	F																									
	M																									
OPERATIVES (SEMISKILLED)	F																									
	M																									
LABORERS (UNSKILLED)	F																									
	M																									
SERVICE WORKERS, OTHER	F																									
	M																									
TOTAL	F																									
	M																									
GRAND TOTAL																										
7. Name of Labor Market Area											Total Number		Female		Black Not of Hispanic Origin		Hispanic		Asian or Pacific Islander		American Indian or Alaskan Native		8. This Form Prepared By (Typed Name)			
											%		%		%		%		%		%					
Labor Force of Area											%		%		%		%		%		%		(Typed Position)			
Unemployment of Area											%		%		%		%		%		%		(Date and Telephone Number)			
Employed/Applicant or Other Party											%		%		%		%		%		%		Authorized Organization Official: (Typed Name and Title)			
Date and Source of Labor Market Data											%		%		%		%		%		%		(Signature and Date)			



Attachment J: *Job and Capital Investment Projections Form*





**Gaylord Industrial Park
Job & Capital Investment Projections Form**

<u>Business or Company Name:</u> _____
<u>Address:</u> _____ _____
<u>Phone Number:</u> _____
<u>Lot Number in Gaylord Industrial Park:</u> _____
<u>Description of Business:</u> _____ _____ _____
Anticipated jobs to be created at this site within one (1) year of project completion:
Anticipated jobs to be retained at this site or others within one (1) year of project completion:
Anticipated level of new investment anticipated at this site within one (1) year of project completion:

I do attest that this information is as accurate as can now be determined and I agree to provide annual investment and job information to the City of Gaylord until the City's obligations to the U.S. Economic Development Administration (EDA) are fulfilled.

Date	Printed Name & Title	Signature
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