

NOTICE OF COVID-19 PROCEDURES FOR WYOMING CITY COUNCIL MEETING

The current Michigan Department of Health and Human Services (MDHHS) Emergency Epidemic Order restricts gatherings to reduce viral spread during the COVID-19 pandemic. Due to this order and Open Meetings Act requirements, the City Council provides for remote participation by those not comfortable attending meetings in-person and modified seating accommodations for persons attending in-person.

ATTENDING REMOTELY

Watch Council Live Online

The meeting will be broadcast live on WKTV (Comcast Cable Channel 26) or online at wktv.org/live26.html and streamed live on WKTV Community Media's Facebook page at facebook.com/WKTV.org.

Provide Public Comment Remotely

Those wishing to comment on agenda items or to raise other issues to the City Council are encouraged to send written comments by e-mail, leave voice messages by phone, or call-in live during the meeting. The opportunity for public comment on agenda items is near the meeting's beginning, while the opportunity to address matters not on the agenda is near the meeting's end. If there is a public hearing scheduled for a meeting, it will also be near the meeting's beginning. All written comments and all voice messages will be provided in full to all City Council members.

Email Comments – Email to: CityCouncilComments@wyomingmi.gov.

Voicemail Comments – Call 616.228.6179 to leave up to a 3-minute voice message before the meeting. This number will transition to a live public comment number 30 minutes before the meeting begins. This allows time for staff to forward comments to council for review.

Live Phone Call Comments – The live call line will open 30 minutes before the scheduled meeting begins. Call 616.228.6179, listen carefully to the prompts, and follow them to be placed in line for the public comment period you would like. The public comment rules for speaking are the same for any City Council meeting.

1. When you connect to the meeting, turn down the volume on the TV or computer you are using to watch the council meeting.
2. State your name and address. You will have 3 minutes to speak.
3. You may speak once on each issue.
4. All comments are limited to 3 minutes.
5. Public comment is not an opportunity for dialogue or debate, please do not expect comment from the Council.
6. If you want to speak during another public comment period, call back and follow the appropriate prompts.

Email City Council Members Directly –City Council members may be directly contacted using contact information at wyomingmi.gov/CityCouncil.

ATTENDING IN-PERSON

Building Entry

To reduce viral spread, visitors to City Hall are required to follow safety protocols. Those who are ill or have COVID symptoms should stay home and participate remotely.

1. Wear a face covering.
2. Enter through the front entrance off 28th Street SW.
3. Sanitize hands using the hand sanitizer provided.
4. Complete a health questionnaire.
5. Follow meeting requirements and procedures, including seating instructions.

Meeting Room Requirements and Procedures

Council Chambers

Under the MDHHS order, occupancy is limited to 25 persons. The 7 City Council members will be seated at the dais with the city clerk, city manager, and other city officials and staff also present during the meeting. This leaves room for 15-17 guests or commenters at any time. All individuals must maintain 6-foot distancing. Masks must be worn to and from seats. Masks may be removed only when speaking.

West Conference Room

This room is reserved for up to 10 city staff members who will individually enter the council chambers to provide information as needed. 6-foot distancing and, except when speaking, masks are required.

Rotunda

Up to 10 meeting individuals may be seated in the city hall rotunda. Masks and 6-foot distancing are required. A television will display the broadcasted meeting and council chamber doors will remain open. During a public hearing and public comment periods, a city staff person will invite individuals to enter council chambers to comment at the podium. All guests are asked to provide their name and address. Masks may be removed if necessary, for understanding when speaking. There is a 3-minute limit.

Outside front entry of City Hall

Additional individuals will be asked to watch the meeting on their smart devices outside of city hall. During a public hearing and public comment periods, a city staff person will invite individuals to enter council chambers one at a time to comment at the podium. Masks and 6-foot distancing are required inside city hall. Masks may be removed if necessary, for understanding when speaking. All commenters are asked to provide their name and address. There is a 3-minute limit.

SPECIAL ACCOMMODATIONS

Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the City Clerk at either clerk_info@wyomingmi.gov or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

ACOMODACIONES ESPECIALES

Personas que deseen asistir a esta reunión y necesiten acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Ciudad al 616.530.7296 o Clerk_info@wyomingmi.gov al menos 36 horas antes de la reunión para hacer arreglos para el alojamiento apropiado.

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, APRIL 19, 2021, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Wayne Ondersma, The Pier Church

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

3) Pledge of Allegiance

4) Roll Call

5) Student Recognition

6) Approval of Minutes

From the April 5, 2021 Regular Meeting and the April 12, 2021 Work Session

7) Approval of Agenda

8) Public Hearings

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

7:01 p.m. To Confirm the Necessity of an Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 21-808

7:02 p.m. To Confirm the Necessity of an Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 21-809

9) Public Comment on Agenda Items

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

10) Presentations and Proclamations

a) Presentations

1. Michigan Independent Citizens Redistricting Commission

b) Proclamations

11) Petitions and Communications

a) Petitions

b) Communications

12) Reports from City Officers

a) From City Council

b) From City Manager

21-02 Acceptance of a Watermain Easement Along Wilson Avenue SW,
Rivertown Valley Phase 5 (TMGB Wilson, LLC)

21-03 Acceptance of a Non-Motorized Trail Easement at 5792 Wilson Avenue SW,
(TMGB Wilson, LLC)

21-04 Acquisition of Property via Warranty Deed from TMGB Wilson, LLC, for Wilson Avenue Right-of-Way as Part of Rivertown Valley Plat Phase 5

13) Budget Amendments

- a) Budget Amendment No. 60 – To Appropriate \$225,000.00 of Budgetary Authority to Fund the Unplanned Replacement of Police Cars Covered by Insurance

14) Consent Agenda

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

- a) To Set a Public Hearing for the Transfer of an Industrial Facilities Exemption Certificate from Zeeland Lumber Real Estate Holding 4, LLC to ZLS-US LBM, LLC (May 3, 2021 at 7:02 p.m.)

15) Resolutions

- b) To Confirm Special Assessment Roll #21-808 for the 2021 Gypsy Moth Suppression Project
- c) To Confirm Special Assessment Roll #21-809 for the 2021 Gypsy Moth Suppression Project
- d) To Amend City Council Policy Manual Sections 4.01 and 4.02 to Revise the Appointment Policy
- e) To Amend City Council Policy Manual Section 8 to Revise the Water and Sewer Use, Maintenance, Repair, and Backup Policy
- f) To Approve City Seasonal Employment for a Relative of an Appointive Official

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

- g) To Authorize Payment to Grand Elk Railroad, Inc., for Annual Maintenance of Traffic Control Devices at Railroad Crossings in the City of Wyoming
- h) To Award the Bid for the 2021 Public Works Pond Rehabilitation Project and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 59)
- i) For Annual Testing and Certification of Fire Department Hoses, Ladders, and Aerial Devices and to Authorize the Mayor and City Clerk to Execute the Contract
- j) To Accept Amendment Two of the Emergency Commercial and Industrial Demand Response Customer Agreement and to Authorize the Mayor and City Clerk to Execute the Amendment
- k) To Accept a Quote from Canon Solutions America for the Purchase of Thirteen ImageFormula Scanners
- l) To Accept a Quote from Denny's Excavating Inc. for Excavation of the 42" Transmission Main for Cathodic Protection Repair and to Authorize the Mayor and City Clerk to Execute the Contract
- m) To Accept a Quote from Hurst Mechanical to Upgrade the Control Room HVAC System at the Clean Water Plant and to Authorize the Mayor and City Clerk to Execute the Contract
- n) To Authorize the Purchase of Laboratory Supplies
- o) To Authorize the Purchase of Liquid Sodium Hypochlorite

17) Ordinances

- 4-21 To Amend Section 30-108 of the Code of Ordinances to Modify the Procedure for Noise Ordinance Variances (Final Reading)
- 5-21 To Amend Section 2-342 of the Code of Ordinances to Defer to the City's Civil Rights Policy (Final Reading)
- 6-21 To Amend Chapter 70, Article I of the Code of Ordinances by Adding Section 70-9 to Prohibit Staying in Vehicles Parked on Public Rights-of-Way or other City Property for Certain Periods and Prescribing Penalties for Violations (Final Reading)
- 10-21 To Amend Articles I and II of Chapter 86 of the Code of Ordinances Including Penalties for Violations of Those Provisions (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (Labor Contract Negotiations)

21) Adjournment

April 19, 2021

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 21-02

Subject: Acceptance of a Watermain Easement along Wilson Avenue, SW
Rivertown Valley Phase 5 (TMGB Wilson, LLC)

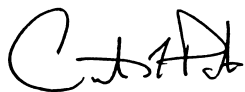
Councilmembers:

TMGB Wilson, LLC, developer of Rivertown Valley Phase 5 Plat, has submitted the following described Watermain Easement. The Watermain Easement conveys rights to own and maintain a public watermain along Wilson Avenue, SW. The easement area is shown in Exhibit A of the attached easement.

Grantor:	TMGB Wilson, LLC
Size:	10' x 190.59' (1,905.90 SF)
Consideration:	\$1.00

It is recommended that the City Council accept the Watermain Easement, which has been approved as to form by the City Attorney.

Respectfully submitted,



Curtis L. Holt
City Manager

Attachments: Watermain Easement

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger John Fitzgerald Kent Vanderwood Marissa Postler Robert Postema Sam Bolt
Jack A. Poll, Mayor

UTILITY EASEMENT

The Grantor, TMGB Wilson, L.L.C.
whose address is 2380 Health Drive S.W., Suite 210, Wyoming, Michigan 49519.

DOES HEREBY GRANT AND CONVEY TO,

THE CITY OF WYOMING, a Michigan Municipal Corporation whose address is 1155-28th Street, SW, Wyoming, Michigan 49509, an **easement** and right of way for a **watermain** purposes, including the right to enter upon the real property at any time and to construct, repair and maintain the watermain across, through and under said real property, hereinafter described together with the right to excavate and refill ditches for the location of said watermain and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of said watermain, in, over and upon said real property located in the City of Wyoming, County of Kent, State of Michigan, described as follows:

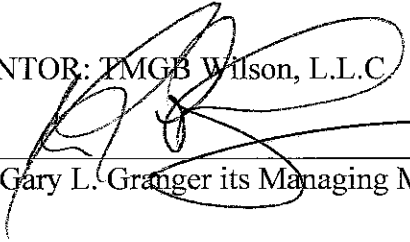
See Exhibit "A" attached hereto for Legal Description

for the full consideration of **One Dollar (\$1.00)**

Grantor shall not construct any buildings or permanent structures upon said easement. This restriction does not prevent the Grantor from making land improvements, including, parking lots and installation of curb/gutters.

DATED: ~~March~~ ^{April 1,} 2021

Approved as to form:

GRANTOR: TMGB Wilson, L.L.C.
By: 
Gary L. Granger its Managing Member

Attorney for the City of Wyoming

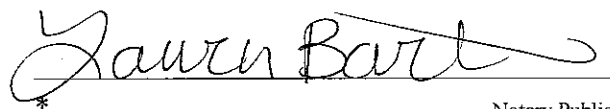
**STATE OF MICHIGAN
COUNTY OF KENT**

On ~~March~~ ^{April} 1, 2021, before me, a Notary Public, in and for said County, personally appeared Gary L. Granger as Managing Member of TMGB Wilson, L.L.C. , a Michigan Limited Liability Company, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed.

This Instrument Drafted By:
Patrick T. Reid

110 W. Michigan Ave, Suite 750

Lansing, MI 48933

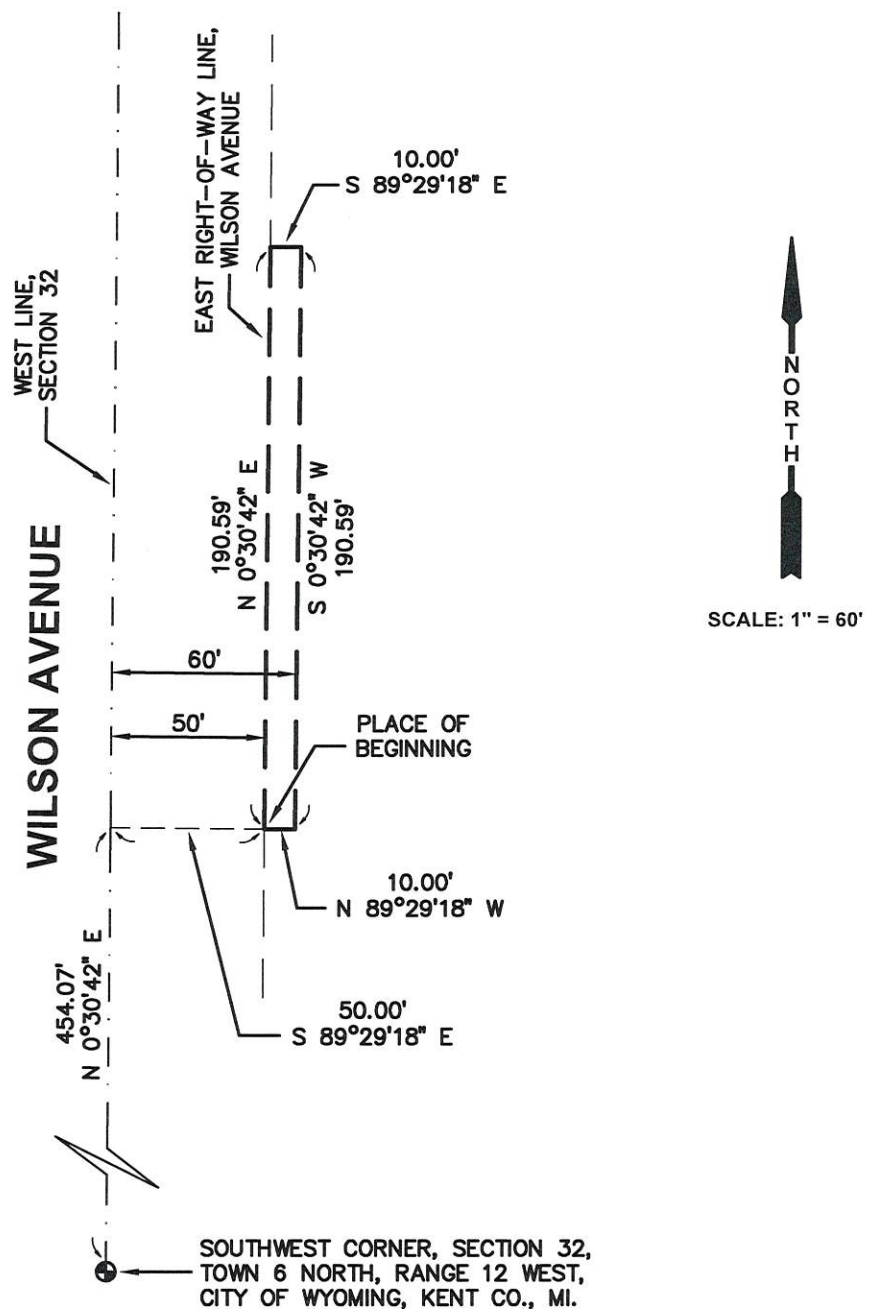



Notary Public
Ottawa County, Michigan
My commission expires: 7/21/2025
Acting in the county of kent

Exhibit A

EASEMENT DESCRIPTION
Watermain

An easement for watermain located in that part of the Southwest one-quarter of Section 32, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: **COMMENCING** at the West one-quarter corner of said Section 32; thence North $00^{\circ}30'42''$ East 454.07 feet along the West line of said section; thence South $89^{\circ}29'18''$ East 50.00 feet perpendicular to said West line to the **PLACE OF BEGINNING**; thence North $00^{\circ}30'42''$ East 190.59 feet parallel with and 50.00 feet East of said West line along the East right-of-way line of Wilson Avenue; thence South $89^{\circ}29'18''$ East 10.00 feet; thence South $00^{\circ}30'42''$ West 190.59 feet parallel with and 60.00 feet East of said West line; thence North $89^{\circ}29'18''$ West 10.00 feet to the place of beginning.



FIELD SURVEY BY: M+B OFFICE	CHECKED BY: SJG	Prepared By:  Moore+Bruggink Consulting Engineers 2020 Monroe Ave. Grand Rapids, MI 49505 (616) 363-9801 mailbox@mbce.com
DRAWN BY: GHV	CONTACT INFO: sgreen@mbce.com	
DATE: JANUARY 27, 2021	PROJECT NO.: 190211.1	

April 19, 2021

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 21-03

Subject: Acceptance of a Non-Motorized Trail Easement at
5792 Wilson Avenue, SW (TMGB Wilson, LLC)

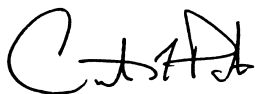
Councilmembers:

TMGB Wilson, LLC, owner of 5792 Wilson Avenue, SW, has submitted the following described Non-Motorized Trail Easement for a future bike path. The easement area is shown on the attached Exhibit "A".

Grantor:	TMGB Wilson, LLC
Parcel:	41-17-32-300-062
Right-of-way Size	Approximately 255 sf – Non-motorized Trail Easement
Consideration:	\$1.00

It is recommended that the City Council accept the attached Non-motorized Trail Easement, which has been approved as to form by the City Attorney.

Respectfully submitted,



Curtis L. Holt
City Manager

Attachments: Non-motorized Trail Easement

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger John Fitzgerald Kent Vanderwood Marissa Postler Robert Postema Sam Bolt
Jack A. Poll, Mayor

**CITY OF WYOMING
NON-MOTORIZED TRAIL EASEMENT**

The Grantor, **TMGB Wilson, LLC**, a Michigan limited liability company, whose address is 2380 Health Drive, SW, Suite 210, Wyoming, MI 49519

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 (the "City" herein) an easement for non-motorized trail purposes, including, but not limited to, the construction, use, repair, reconstruction and replacement of a non-motorized trail and appurtenant parts thereof in, under, over, across, through and upon property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Non-Motorized Trail Easement Legal Description
and Non-Motorized Trail Easement Area
(A portion of Parcel No. 41-17-32-300-062, 5972 Wilson Ave., SW, Wyoming, MI 49418)

For the full consideration of One Dollar and No Cents (\$1.00).

The City shall have the right to temporarily use the Grantor's property outside the Easement Area, but immediately adjoining the Easement Area, to accomplish the work; provided however, that the City shall restore the portion of the Grantor's property adjoining the Easement Area to as good or better condition than it was prior to any work having been performed.

Grantor shall not construct, install, or place any fences, buildings, walls, structures, trees, or any obstructions in the Easement Area which would interfere with the intended use of the Easement.

Grantor shall not grant an easement to any other party within the Easement Area without the prior written consent of the City of Wyoming.


This easement is exempt from state and county transfer tax pursuant to MCLA 207.505 (a) and MCLA 207.526 (a).

DATED: _____

Approved as a form:

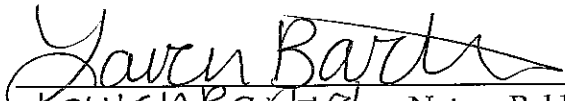
Attorney for the City of Wyoming

GRANTOR:
TMGB Wilson, LLC,
a Michigan limited liability company


By: Gary Granger
Its Member

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 15th day of April 2021, by Gary Granger member of TMGB Wilson, LLC, a Michigan limited liability company.


Lauren Bartish Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 7/21/2025
Acting in the County of Kent

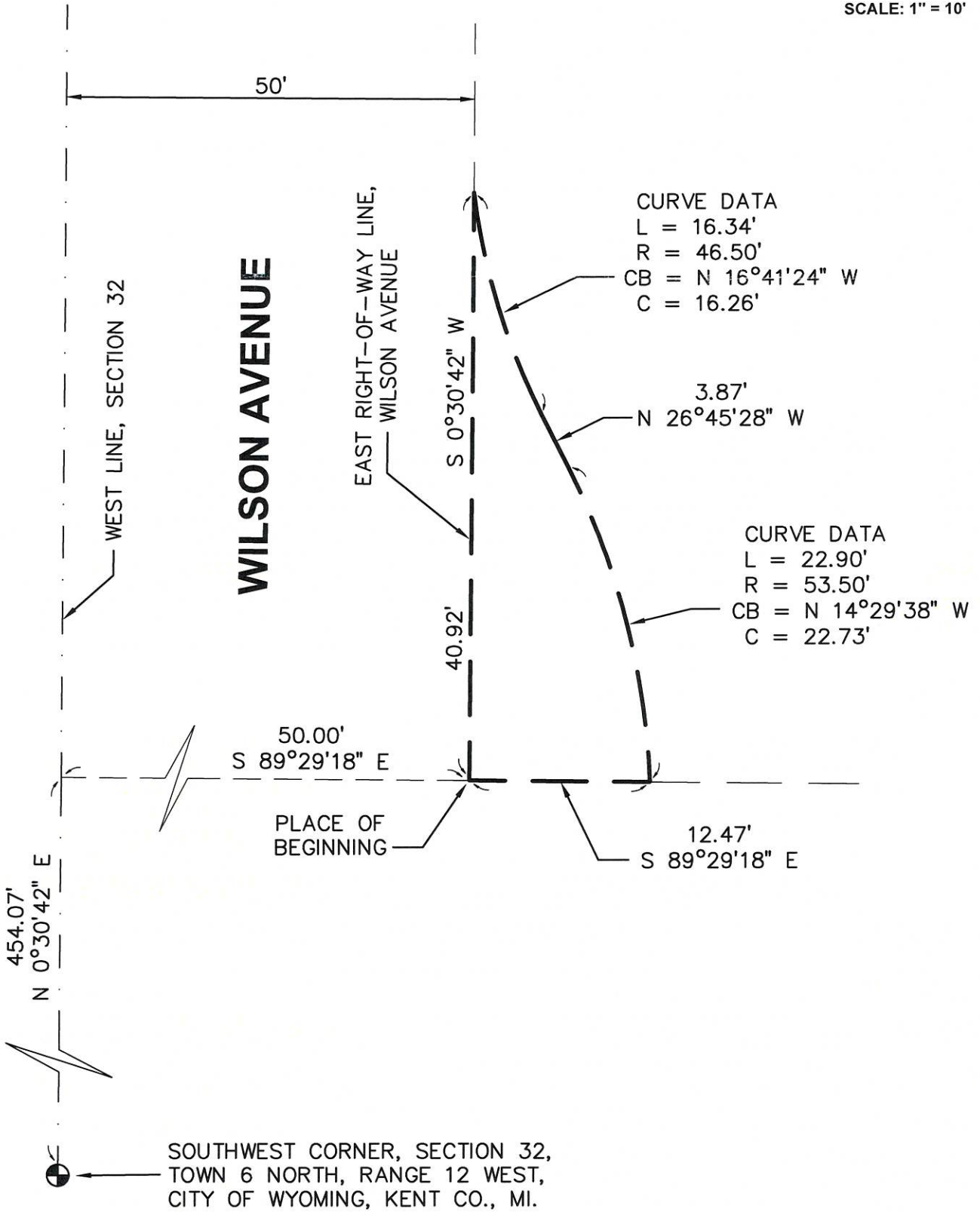
Prepared by and after recording return to:
Deborah S. Poeder
Land Matters, LLC
O-11230 Tallmadge Woods Drive
Grand Rapids, Michigan 49534

Legal Descriptions prepared by:
STEVEN GREEN PS
MOORE & BRUGGINK
2020 MONROE AVE N.W.
GRAND RAPIDS, MI.
49505

Exhibit A



SCALE: 1" = 10'



PAGE 1 OF 2

P:\190211.01 Rivertown Valley, Phase 5\CAD\DWG\190211_Sidewalk EASEMENT.dwg - Map - 10/7/2020 11:30:17 AM_Greg Van Der Heide

FIELD SURVEY BY: M+B	CHECKED BY: SJG
DRAWN BY: GHV	CONTACT INFO: sgreen@mbce.com
DATE: OCTOBER 7, 2020	PROJECT NO.: 190211.1

Prepared By:



Moore+Bruggink
Consulting Engineers

2020 Monroe Ave.
Grand Rapids, MI 49505
(616) 363-9801 mailbox@mbce.com

NON-MOTORIZED TRAIL EASEMENT DESCRIPTION

An easement for sidewalk located in that part of the Southwest one-quarter of Section 32, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: **COMMENCING** at the Southwest corner of said Section 32; thence North 00°30'42" East 454.07 feet along the West line of said section; thence South 89°29'18" East 50.00 feet perpendicular to said West line to the **PLACE OF BEGINNING**; thence South 89°29'18" East 12.47 feet; thence Northerly 22.90 feet on a 53.50 foot radius curve to the left, the chord of which bears North 14°29'38" West 22.73 feet; thence North 26°45'28" West 3.87 feet; thence Northerly 16.34 feet on a 46.50 foot radius curve to the right, the chord of which bears North 16°41'24" West 16.26 feet; thence South 00°30'42" West 40.92 feet along the East right-of-way line of Wilson Avenue parallel with and 50.00 feet East of the West line of said section to the place of beginning.

PAGE 2 OF 2

FIELD SURVEY BY: M+B	CHECKED BY: SJG
DRAWN BY: GHV	CONTACT INFO: sgreen@mbce.com
DATE: OCTOBER 7, 2020	PROJECT NO.: 190211.1

Prepared By:



Moore+Bruggink
Consulting Engineers

2020 Monroe Ave.
Grand Rapids, MI 49505
(616) 363-9801 mailbox@mbce.com

April 19, 2021

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 21-04

Subject: Acquisition of Property via Warranty Deed from TMGB Wilson, LLC, for
Wilson Avenue right-of-way as part of Rivertown Valley Plat Phase 5

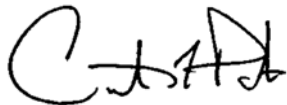
Councilmembers:

TMGB Wilson, LLC, developer of Rivertown Valley Plat Phase 5, has submitted the following described Warranty Deed. The Warranty Deed conveys additional street right-of-way to the City of Wyoming for Wilson Avenue to accommodate a deceleration lane entering Reserve Drive. The additional right-of-way is necessary to allow for safe entry for the Rivertown Valley Plat from Wilson Avenue. The Warranty Deed area is shown on the attached Exhibit A.

Grantor:	TMGB Wilson, LLC (Rivertown Valley Plat Phase 5)
Parcel:	Portion of 41-17-32-300-062
Right-of-way Size	Approximately 2,334 SF
Consideration:	\$1.00

It is recommended that the City Council accept the Warranty Deed which has been approved as to form by the City Attorney.

Respectfully submitted,



Curtis L. Holt
City Manager

Attachments: Warranty Deed

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CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

WARRANTY DEED

The Grantor, **TMGB Wilson, L.L.C**, a Michigan limited liability company whose address is 2380 Health Drive, SW, Suite 210, Wyoming, MI 49519

DOES HEREBY CONVEY AND WARRANT TO

City of Wyoming, a Michigan Municipal Corporation whose address is 1155 28th Street, SW, Wyoming, Michigan 49509, the real property located in the City of Wyoming, County of Kent, and State of Michigan, known and described as follows:

**See Exhibit "A" attached hereto for Warranty Deed Area and Warranty Deed Legal Description
(A Portion of Parcel No. 41-17-32-300-062, 5972 Wilson Ave., SW, Wyoming, MI 49418)**

for the full consideration of **One Dollar and No Cents (\$1.00)**

This Warranty Deed is given to convey land for Public Right-of-Way, and is subject to easements and restrictions of record.

This property 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.

The Grantor grants to the City of Wyoming the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288, of the Public Acts of 1967.

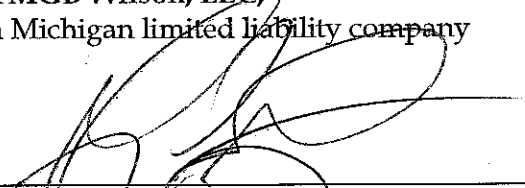
This deed is exempt from state and county transfer tax pursuant to MCLA 207.505 (a) and MCLA 207.526 (a).

DATED: _____

Approved as a form:

Attorney for the City of Wyoming

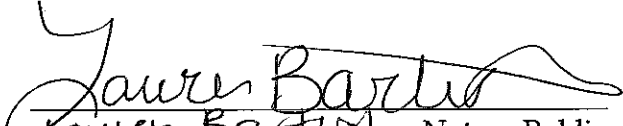
GRANTOR:
TMGB Wilson, LLC
a Michigan limited liability company



By: Gary Granger
Its: Member

STATE OF MICHIGAN)
)ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 1st day of April 2021, by Gary Granger, member of TMGB Wilson, LLC, a Michigan limited liability company.



Lauren Bartush Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 7/21/2025
Acting in the County of Kent

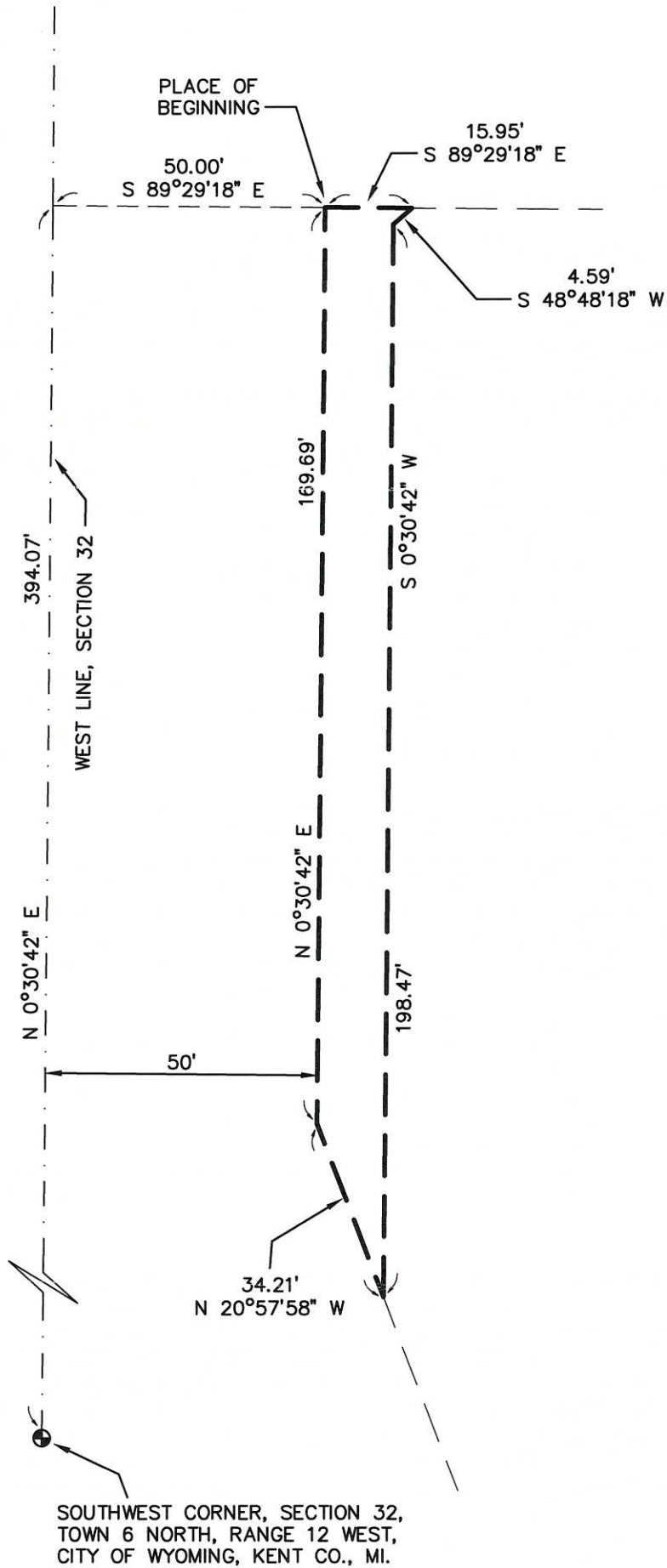
Prepared by and after recording return to:
Deborah S. Poeder
Land Matters, LLC
11230 Tallmadge Woods Drive
Grand Rapids, Michigan 49534

Legal Description prepared by:
Steven Green, P.S.
Moore & Bruggink, Inc.
2020 Monroe Ave., NW
Grand Rapids, Michigan 49505

Exhibit A



SCALE: 1" = 30'



PAGE 1 OF 2

FIELD SURVEY BY: M+B

CHECKED BY: SJG

DRAWN BY: GHV

CONTACT INFO: sgreen@mbce.com

DATE: OCTOBER 7, 2020

PROJECT NO.: 190211.1

Prepared By:



Moore+Bruggink
Consulting Engineers


2020 Monroe Ave.
Grand Rapids, MI 49505
(616) 363-9801 mailbox@mbce.com

WARRANTY DEED AREA DESCRIPTION

Wilson Avenue

A right-of-way located in that part of the Southwest one-quarter of Section 32, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: **COMMENCING** at the Southwest corner of said Section 32; thence North 00°30'42" East 394.07 feet along the West line of said section; thence South 89°29'18" East 50.00 feet perpendicular to said West line to the **PLACE OF BEGINNING**; thence South 89°29'18" East 15.95 feet; thence South 48°48'18" West 4.59 feet; thence South 00°30'42" West 198.47 feet parallel with the West line of said section; thence North 20°57'58" West 34.21 feet; thence North 00°30'42" East 169.69 feet parallel with and 50.00 feet East of the West line of said section to the place of beginning.

PAGE 2 OF 2

FIELD SURVEY BY: M+B	CHECKED BY: SJG	Prepared By:  Moore+Bruggink Consulting Engineers 2020 Monroe Ave. Grand Rapids, MI 49505 (616) 363-9801 mailbox@mbce.com
DRAWN BY: GHV	CONTACT INFO: sgreen@mbce.com	
DATE: OCTOBER 7, 2020	PROJECT NO.: 190211.1	

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE TRANSFER OF
AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FROM
ZEELAND LUMBER REAL ESTATE HOLDING 4, LLC TO
ZLS-US LBM, LLC

WHEREAS:

1. The City of Wyoming established Industrial Development District 284, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 23697 on October 4, 2010.
2. On October 20, 2014, the Wyoming City Council approved Industrial Facilities Exemption Certificate (IFT) Number 2014-480, Resolution Number 24935, for twelve (12) years, and the certificate was amended on March 21, 2016, for Zeeland Lumber Real Estate Holding 4, LLC for \$724,235.00 for real property and \$165,218.00 for personal property with Resolution Number 25386.
3. Section 21 of P. A. 198 of 1974 provides for the transfer of Industrial Facilities Exemption Certificates with the approval of the local government unit.
4. Zeeland Lumber Real Estate Holding 4, LLC is no longer the owner of the facility at 5836 Clay Ave SW, Wyoming, MI and ZLS-US LBM, LLC is now the owner of the facility within Industrial Development District 231.
5. ZLS-US LBM, LLC is requesting the transfer of the existing real and personal property components of IFT No. 2014-408, which expire on December 30, 2026.
6. Staff has reviewed this request and recommends the City Council approve the transfer of the real and personal property components of IFT No. 2014-408 to ZLS-US LBM, LLC.
7. Public Act 198 requires the City to hold a public hearing on the approval of this transfer.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the date of May 3, 2021 at 7:02 p.m. for a public hearing on whether to approve the transfer of IFT No. 2014-408 from Zeeland Lumber Holding 4, LLC to ZLS-US LBM, LLC.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 19, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: April 6, 2021
Subject: Transfer of IFT Certificate 2014-480 to ZLS-US LBM, LLC
From: Jennifer Stowell, Administrative Assistant to the City Manager
Meeting Date: April 19, 2021

RECOMMENDATION:

Adopt the Resolution setting the public hearing on the transfer of IFT Certificate 2014-480 to ZLS-US LBM, LLC.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is served when the city has thriving businesses providing employment opportunities and tax base and providing certain economic development incentives can help support such businesses. Transfer of ownership of business assets to a new owner that will continue their use to produce products and provide similar employment and tax base does not alter the purpose for which the incentives were initially provided.

Safety – Safety will not be affected by this resolution.

Stewardship – Good community stewardship requires a robust business climate. Such a business climate is enhanced when the city stands by incentives provided to a previous business owner.

BUDGET IMPACT:

The proposed resolution should have no impact on the city's budget.

DISCUSSION:

The industrial personal property for which a tax exemption was granted in 2014 pursuant to PA 198 will soon be exempt as eligible manufacturing personal property under the industrial personal property tax revisions put in place during the Snyder administration, beginning in 2013. In the meantime, the acquisition of the Zeeland Lumber Real Estate Holdings 4, LLC. facility and equipment by ZLS-US LBM, LLC and its continuing use to produce many of the same products is consistent with the purposes for which the city initially granted that tax exemption.

RESOLUTION NO. _____

RESOLUTION TO CONFIRM SPECIAL ASSESSMENT ROLL #21-808
FOR THE 2021 GYPSY MOTH SUPPRESSION PROJECT

WHEREAS:

1. Gypsy moths can cause damage such as plant defoliation, plant stress and susceptibility to secondary pests, caterpillar infestation and accumulation of caterpillar feces, slick and stained surfaces (*e.g.*, cars, roofs, siding, windows, patios, decks, and driveways), allergic reactions, fouling of pools (and filtration systems) and ponds, an inability to enjoy outdoor settings, and potentially, reduced property values.
2. The City Assessor prepared proposed special assessment roll #21-808 to specially assess specially benefitted parcels (those depicted on Exhibit A and listed on Exhibit B) for costs of the 2021 gypsy moth suppression project consisting of the aerial application of naturally occurring bacteria call *Bacillus thuringiensis (Bt)* (under the brand name Foray 76 or equivalent), that is also used by organic gardeners (the "Project"), at the amount of \$26.00 per parcel.
3. On April 19, 2021, after notice as required by state statute, the City Charter and city ordinances, the City Council held a public hearing on proposed special assessment roll #21-808 during which it heard and was provided copies of all oral and written objections and comments regarding the roll and following which it considered all those objections and comments.

NOW, THEREFORE, BE IT RESOLVED:

1. That special assessment roll 21-808 is confirmed and shall be transmitted to the City Treasurer for billing and collection.
2. The amounts specially assessed shall be billed in one installment on the Summer 2021 real property tax bill for each parcel so that the single payment will be due and payable on August 31, 2021 and, after that, will bear interest and penalties in the same manner and at the same rates and amounts as for late payment of real property taxes.
3. All resolutions and parts of resolutions in conflict with this resolution are rescinded to the extent of any such conflict.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 19, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

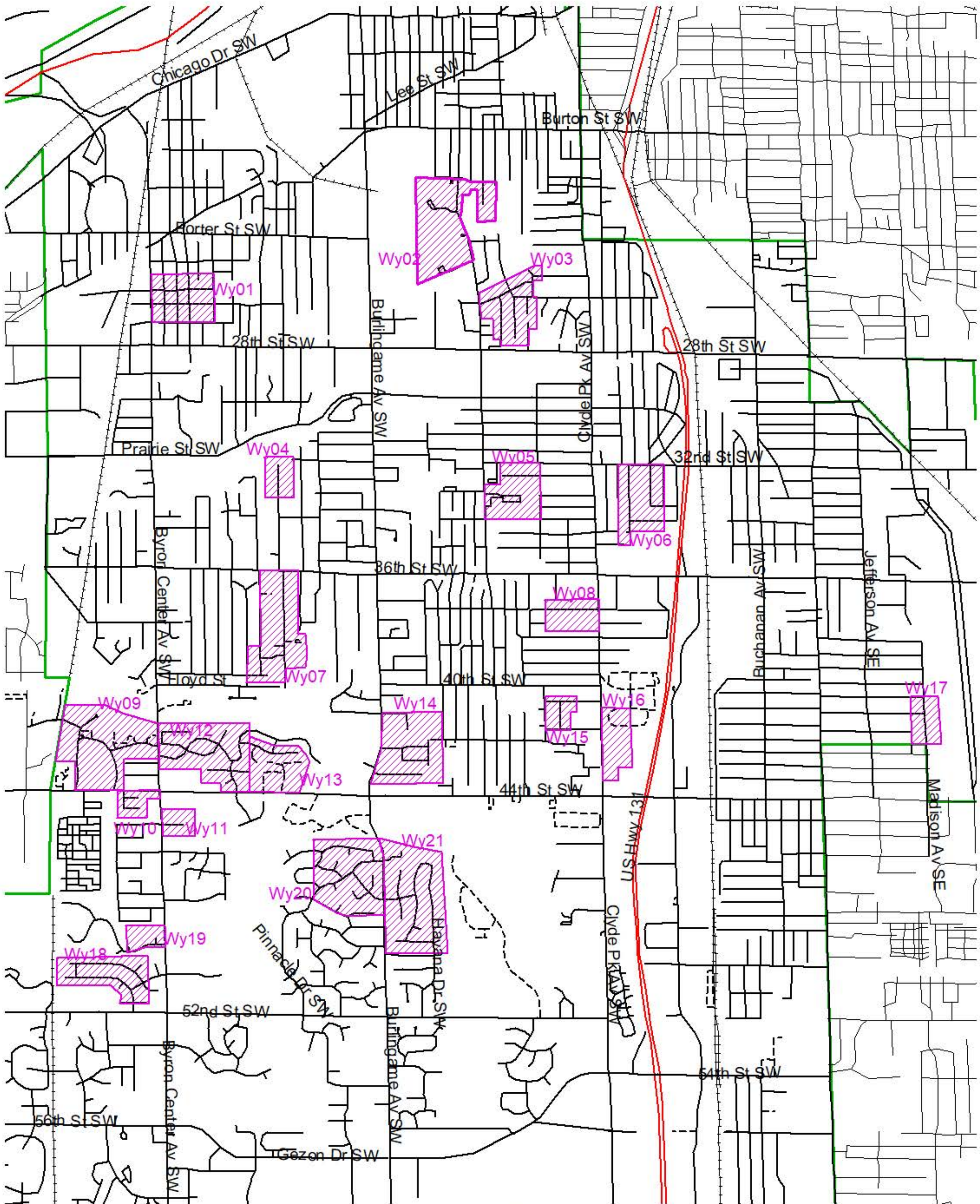
ATTACHMENTS:

Exhibit A - Aerial Spray Map

Exhibit B - Address and Parcel List

Resolution No. _____

City of Wyoming Gypsy Moth Survey Report for 2021 Season



Shaded areas are recommended for
aerial B.t. spray in Spring 2021



— City Border

2020 Aquatic Consulting Services

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-17-10-304-005	2526	BYRON CENTER AVE SW	41-17-10-327-021	2525	BOULEVARD DR SW
41-17-10-304-006	2532	BYRON CENTER AVE SW	41-17-10-327-022	2529	BOULEVARD DR SW
41-17-10-304-007	2540	BYRON CENTER AVE SW	41-17-10-351-001	2392	THORNWOOD ST SW
41-17-10-304-012	2515	FOREST GROVE AVE SW	41-17-10-351-002	2608	BYRON CENTER AVE SW
41-17-10-304-013	2521	FOREST GROVE AVE SW	41-17-10-351-003	2620	BYRON CENTER AVE SW
41-17-10-304-014	2341	THORNWOOD ST SW	41-17-10-351-005	2605	FOREST GROVE AVE SW
41-17-10-304-015	2335	THORNWOOD ST SW	41-17-10-351-006	2611	FOREST GROVE AVE SW
41-17-10-305-004	2512	FOREST GROVE AVE SW	41-17-10-351-007	2615	FOREST GROVE AVE SW
41-17-10-305-005	2514	FOREST GROVE AVE SW	41-17-10-351-008	2619	FOREST GROVE AVE SW
41-17-10-305-006	2520	FOREST GROVE AVE SW	41-17-10-351-010	2363	WRENWOOD ST SW
41-17-10-305-007	2526	FOREST GROVE AVE SW	41-17-10-351-011	2629	FOREST GROVE AVE SW
41-17-10-305-008	2319	THORNWOOD ST SW	41-17-10-351-012	2626	BYRON CENTER AVE SW
41-17-10-305-012	2521	CENTRAL AVE SW	41-17-10-351-013	2385	WRENWOOD ST SW
41-17-10-305-013	2529	CENTRAL AVE SW	41-17-10-352-001	2604	FOREST GROVE AVE SW
41-17-10-305-014	2535	CENTRAL AVE SW	41-17-10-352-002	2610	FOREST GROVE AVE SW
41-17-10-305-015	2539	CENTRAL AVE SW	41-17-10-352-003	2614	FOREST GROVE AVE SW
41-17-10-305-016	2547	CENTRAL AVE SW	41-17-10-352-004	2620	FOREST GROVE AVE SW
41-17-10-306-022	2540	CENTRAL AVE SW	41-17-10-352-005	2626	FOREST GROVE AVE SW
41-17-10-306-023	2255	THORNWOOD ST SW	41-17-10-352-006	2632	FOREST GROVE AVE SW
41-17-10-306-024	2251	THORNWOOD ST SW	41-17-10-352-007	2601	CENTRAL AVE SW
41-17-10-306-040	2521	WYOMING AVE SW	41-17-10-352-008	2609	CENTRAL AVE SW
41-17-10-306-041	2527	WYOMING AVE SW	41-17-10-352-009	2617	CENTRAL AVE SW
41-17-10-306-042	2531	WYOMING AVE SW	41-17-10-352-011	2631	CENTRAL AVE SW
41-17-10-306-043	2535	WYOMING AVE SW	41-17-10-353-001	2602	CENTRAL AVE SW
41-17-10-306-044	2541	WYOMING AVE SW	41-17-10-353-002	2606	CENTRAL AVE SW
41-17-10-306-045	2545	WYOMING AVE SW	41-17-10-353-003	2612	CENTRAL AVE SW
41-17-10-306-047	2534	CENTRAL AVE SW	41-17-10-353-004	2618	CENTRAL AVE SW
41-17-10-306-053	2520	CENTRAL AVE SW	41-17-10-353-005	2624	CENTRAL AVE SW
41-17-10-308-006	2518	WYOMING AVE SW	41-17-10-353-006	2630	CENTRAL AVE SW
41-17-10-308-008	2528	WYOMING AVE SW	41-17-10-353-007	2250	THORNWOOD ST SW
41-17-10-308-010	2544	WYOMING AVE SW	41-17-10-353-008	2607	WYOMING AVE SW
41-17-10-308-015	2555	CHERRYWOOD CT SW	41-17-10-353-009	2613	WYOMING AVE SW
41-17-10-308-016	2565	CHERRYWOOD CT SW	41-17-10-353-010	2619	WYOMING AVE SW
41-17-10-308-017	2237	THORNWOOD ST SW	41-17-10-353-011	2621	WYOMING AVE SW
41-17-10-308-018	2229	THORNWOOD ST SW	41-17-10-353-012	2631	WYOMING AVE SW
41-17-10-308-019	2536	WYOMING AVE SW	41-17-10-354-001	2244	THORNWOOD ST SW
41-17-10-327-005	2554	CHERRYWOOD CT SW	41-17-10-354-002	2612	WYOMING AVE SW
41-17-10-327-006	2560	CHERRYWOOD CT SW	41-17-10-354-003	2620	WYOMING AVE SW
41-17-10-327-007	2570	CHERRYWOOD CT SW	41-17-10-354-006	2222	THORNWOOD ST SW
41-17-10-327-013	2515	BOULEVARD DR SW	41-17-10-354-007	2624	WYOMING AVE SW
41-17-10-327-016	2535	BOULEVARD DR SW	41-17-10-354-008	2235	WRENWOOD ST SW
41-17-10-327-017	2221	THORNWOOD ST SW	41-17-10-354-009	2233	WRENWOOD ST SW
41-17-10-327-018	2207	THORNWOOD ST SW	41-17-10-354-010	2231	WRENWOOD ST SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-17-10-354-011	2229	WRENWOOD ST SW	41-17-10-358-007	2238	WRENWOOD ST SW
41-17-10-354-012	2225	WRENWOOD ST SW	41-17-10-358-008	2232	WRENWOOD ST SW
41-17-10-354-013	2240	THORNWOOD ST SW	41-17-10-358-009	2228	WRENWOOD ST SW
41-17-10-354-014	2226	THORNWOOD ST SW	41-17-10-358-010	2222	WRENWOOD ST SW
41-17-10-355-001	2640	BYRON CENTER AVE SW	41-17-10-358-011	2220	WRENWOOD ST SW
41-17-10-355-002	2646	BYRON CENTER AVE SW	41-17-10-358-012	2210	WRENWOOD ST SW
41-17-10-355-003	2650	BYRON CENTER AVE SW	41-17-10-358-013	2185	NEWPORT ST SW
41-17-10-355-004	2656	BYRON CENTER AVE SW	41-17-10-358-014	2179	NEWPORT ST SW
41-17-10-355-005	2668	BYRON CENTER AVE SW	41-17-10-358-015	2175	NEWPORT ST SW
41-17-10-355-006	2641	FOREST GROVE AVE SW	41-17-10-358-016	2659	BOULEVARD DR SW
41-17-10-355-007	2645	FOREST GROVE AVE SW	41-17-10-358-017	2663	BOULEVARD DR SW
41-17-10-355-008	2649	FOREST GROVE AVE SW	41-17-10-376-001	2220	THORNWOOD ST SW
41-17-10-355-009	2659	FOREST GROVE AVE SW	41-17-10-376-002	2212	THORNWOOD ST SW
41-17-10-355-011	2675	FOREST GROVE AVE SW	41-17-10-376-003	2221	WRENWOOD ST SW
41-17-10-356-001	2640	FOREST GROVE AVE SW	41-17-10-376-004	2625	BOULEVARD DR SW
41-17-10-356-002	2646	FOREST GROVE AVE SW	41-17-10-376-005	2209	WRENWOOD ST SW
41-17-10-356-003	2650	FOREST GROVE AVE SW	41-17-11-126-029	2147	MARTINDALE AVE SW
41-17-10-356-004	2660	FOREST GROVE AVE SW	41-17-11-131-006	1260	BELFIELD ST SW
41-17-10-356-005	2666	FOREST GROVE AVE SW	41-17-11-132-007	1218	BELFIELD ST SW
41-17-10-356-006	2672	FOREST GROVE AVE SW	41-17-11-133-006	2162	DE HOOP AVE SW
41-17-10-356-007	2641	CENTRAL AVE SW	41-17-11-176-005	2300	DE HOOP AVE SW
41-17-10-356-008	2651	CENTRAL AVE SW	41-17-11-201-028	1191	BELFIELD ST SW
41-17-10-356-009	2663	CENTRAL AVE SW	41-17-11-252-016	2205	GODFREY AVE SW
41-17-10-356-010	2665	CENTRAL AVE SW	41-17-11-402-034	1159	LOCKSLEY DR SW
41-17-10-356-011	2667	CENTRAL AVE SW	41-17-11-402-035	1149	LOCKSLEY DR SW
41-17-10-356-012	2669	CENTRAL AVE SW	41-17-11-402-036	1141	LOCKSLEY DR SW
41-17-10-357-001	2258	WRENWOOD ST SW	41-17-11-402-037	1135	LOCKSLEY DR SW
41-17-10-357-002	2646	CENTRAL AVE SW	41-17-11-402-038	1131	LOCKSLEY DR SW
41-17-10-357-003	2660	CENTRAL AVE SW	41-17-11-402-039	1129	LOCKSLEY DR SW
41-17-10-357-006	2670	CENTRAL AVE SW	41-17-11-402-040	1123	LOCKSLEY DR SW
41-17-10-357-007	2641	WYOMING AVE SW	41-17-11-402-041	1117	LOCKSLEY DR SW
41-17-10-357-008	2647	WYOMING AVE SW	41-17-11-402-042	1113	LOCKSLEY DR SW
41-17-10-357-010	2663	WYOMING AVE SW	41-17-11-402-043	1107	LOCKSLEY DR SW
41-17-10-357-011	2669	WYOMING AVE SW	41-17-11-402-044	1101	LOCKSLEY DR SW
41-17-10-357-012	2651	WYOMING AVE SW	41-17-11-402-045	2541	NEWSTEAD AVE SW
41-17-10-357-013	2657	WYOMING AVE SW	41-17-11-403-014	1011	ALDON ST SW
41-17-10-357-014	2666	CENTRAL AVE SW	41-17-11-403-015	2542	NEWSTEAD AVE SW
41-17-10-358-001	2640	WYOMING AVE SW	41-17-11-403-016	1047	LOCKSLEY DR SW
41-17-10-358-002	2646	WYOMING AVE SW	41-17-11-403-017	1041	LOCKSLEY DR SW
41-17-10-358-003	2652	WYOMING AVE SW	41-17-11-403-018	1035	LOCKSLEY DR SW
41-17-10-358-004	2658	WYOMING AVE SW	41-17-11-403-019	1029	LOCKSLEY DR SW
41-17-10-358-005	2664	WYOMING AVE SW	41-17-11-403-020	1025	LOCKSLEY DR SW
41-17-10-358-006	2670	WYOMING AVE SW	41-17-11-403-021	1021	LOCKSLEY DR SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-17-11-403-022	1013	LOCKSLEY DR SW	41-17-11-452-010	2652	DONCASTER AVE SW
41-17-11-403-023	2531	ROGERS LANE AVE SW	41-17-11-452-011	2704	DONCASTER AVE SW
41-17-11-404-001	1050	LOCKSLEY DR SW	41-17-11-452-012	2708	DONCASTER AVE SW
41-17-11-404-002	1040	LOCKSLEY DR SW	41-17-11-452-013	2710	DONCASTER AVE SW
41-17-11-404-003	1030	LOCKSLEY DR SW	41-17-11-452-014	2718	DONCASTER AVE SW
41-17-11-404-004	1020	LOCKSLEY DR SW	41-17-11-452-015	2724	DONCASTER AVE SW
41-17-11-404-005	1010	LOCKSLEY DR SW	41-17-11-452-016	2738	DONCASTER AVE SW
41-17-11-404-006	2541	ROGERS LANE AVE SW	41-17-11-452-018	2607	NEWSTEAD AVE SW
41-17-11-404-007	2562	NEWSTEAD AVE SW	41-17-11-452-019	2615	NEWSTEAD AVE SW
41-17-11-404-008	1029	26TH ST SW	41-17-11-452-020	2621	NEWSTEAD AVE SW
41-17-11-404-009	1021	26TH ST SW	41-17-11-452-021	2627	NEWSTEAD AVE SW
41-17-11-404-010	2553	ROGERS LANE AVE SW	41-17-11-452-022	2633	NEWSTEAD AVE SW
41-17-11-404-011	1011	26TH ST SW	41-17-11-452-023	2639	NEWSTEAD AVE SW
41-17-11-428-002	959	ALDON ST SW	41-17-11-452-024	2645	NEWSTEAD AVE SW
41-17-11-428-003	953	ALDON ST SW	41-17-11-452-025	2651	NEWSTEAD AVE SW
41-17-11-428-004	949	ALDON ST SW	41-17-11-452-026	2657	NEWSTEAD AVE SW
41-17-11-429-001	958	ALDON ST SW	41-17-11-452-027	2663	NEWSTEAD AVE SW
41-17-11-429-002	952	ALDON ST SW	41-17-11-452-028	2703	NEWSTEAD AVE SW
41-17-11-429-003	948	ALDON ST SW	41-17-11-452-029	2709	NEWSTEAD AVE SW
41-17-11-451-001	2626	DE HOOP AVE SW	41-17-11-452-030	2715	NEWSTEAD AVE SW
41-17-11-451-002	1152	LOCKSLEY DR SW	41-17-11-452-031	2721	NEWSTEAD AVE SW
41-17-11-451-003	1146	LOCKSLEY DR SW	41-17-11-452-032	2729	NEWSTEAD AVE SW
41-17-11-451-004	1142	LOCKSLEY DR SW	41-17-11-452-033	2733	NEWSTEAD AVE SW
41-17-11-451-005	1134	LOCKSLEY DR SW	41-17-11-452-034	2737	NEWSTEAD AVE SW
41-17-11-451-009	2611	DONCASTER AVE SW	41-17-11-452-041	1105	28TH ST SW
41-17-11-451-010	2621	DONCASTER AVE SW	41-17-11-452-042	1055	28TH ST SW
41-17-11-451-011	2625	DONCASTER AVE SW	41-17-11-453-002	2632	NEWSTEAD AVE SW
41-17-11-451-012	2637	DONCASTER AVE SW	41-17-11-453-003	2638	NEWSTEAD AVE SW
41-17-11-451-013	2651	DONCASTER AVE SW	41-17-11-453-004	2644	NEWSTEAD AVE SW
41-17-11-451-014	2673	DONCASTER AVE SW	41-17-11-453-005	2650	NEWSTEAD AVE SW
41-17-11-451-015	2705	DONCASTER AVE SW	41-17-11-453-006	2656	NEWSTEAD AVE SW
41-17-11-451-016	2707	DONCASTER AVE SW	41-17-11-453-007	2662	NEWSTEAD AVE SW
41-17-11-451-017	2715	DONCASTER AVE SW	41-17-11-453-008	2702	NEWSTEAD AVE SW
41-17-11-451-018	2723	DONCASTER AVE SW	41-17-11-453-009	2708	NEWSTEAD AVE SW
41-17-11-452-001	1116	LOCKSLEY DR SW	41-17-11-453-010	2714	NEWSTEAD AVE SW
41-17-11-452-002	1106	LOCKSLEY DR SW	41-17-11-453-011	2720	NEWSTEAD AVE SW
41-17-11-452-003	2561	NEWSTEAD AVE SW	41-17-11-453-012	2728	NEWSTEAD AVE SW
41-17-11-452-004	2610	DONCASTER AVE SW	41-17-11-453-013	2732	NEWSTEAD AVE SW
41-17-11-452-005	2616	DONCASTER AVE SW	41-17-11-453-014	2736	NEWSTEAD AVE SW
41-17-11-452-006	2624	DONCASTER AVE SW	41-17-11-453-016	1029	28TH ST SW
41-17-11-452-007	2630	DONCASTER AVE SW	41-17-11-453-033	2753	JENKINS AVE SW
41-17-11-452-008	2638	DONCASTER AVE SW	41-17-11-453-034	1021	28TH ST SW
41-17-11-452-009	2644	DONCASTER AVE SW	41-17-11-453-036	1022	26TH ST SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-17-11-476-001	1010	26TH ST SW	41-17-13-304-039	3272	WOODWARD AVE SW
41-17-11-476-002	1006	26TH ST SW	41-17-13-304-040	3284	WOODWARD AVE SW
41-17-11-476-005	2706	JENKINS AVE SW	41-17-13-304-044	3304	WOODWARD AVE SW
41-17-11-476-006	2710	JENKINS AVE SW	41-17-13-304-045	3308	WOODWARD AVE SW
41-17-11-476-012	958	26TH ST SW	41-17-13-304-047	3330	WOODWARD AVE SW
41-17-11-476-019	2655	POE AVE SW	41-17-13-304-048	3336	WOODWARD AVE SW
41-17-11-476-041	2635	POE AVE SW	41-17-13-304-049	3300	WOODWARD AVE SW
41-17-11-476-045	1001	28TH ST SW	41-17-13-304-051	3316	WOODWARD AVE SW
41-17-13-303-001	3208	BADGER AVE SW	41-17-13-304-052	3320	WOODWARD AVE SW
41-17-13-303-002	3216	BADGER AVE SW	41-17-13-304-057	604	32ND ST SW
41-17-13-303-003	3226	BADGER AVE SW	41-17-13-305-003	3211	HIGHGATE AVE SW
41-17-13-303-004	3234	BADGER AVE SW	41-17-13-305-004	3215	HIGHGATE AVE SW
41-17-13-303-005	3242	BADGER AVE SW	41-17-13-305-005	3219	HIGHGATE AVE SW
41-17-13-303-006	3250	BADGER AVE SW	41-17-13-305-006	3223	HIGHGATE AVE SW
41-17-13-303-007	3258	BADGER AVE SW	41-17-13-305-007	3227	HIGHGATE AVE SW
41-17-13-303-008	3268	BADGER AVE SW	41-17-13-305-011	3241	HIGHGATE AVE SW
41-17-13-303-009	3302	BADGER AVE SW	41-17-13-305-013	3325	HIGHGATE AVE SW
41-17-13-303-010	3310	BADGER AVE SW	41-17-13-305-014	3245	HIGHGATE AVE SW
41-17-13-303-011	3318	BADGER AVE SW	41-17-13-305-015	3301	HIGHGATE AVE SW
41-17-13-303-012	3326	BADGER AVE SW	41-17-13-305-016	3233	HIGHGATE AVE SW
41-17-13-303-013	3334	BADGER AVE SW	41-17-13-326-003	574	32ND ST SW
41-17-13-303-014	3342	BADGER AVE SW	41-17-13-326-004	570	32ND ST SW
41-17-13-303-018	3215	WOODWARD AVE SW	41-17-13-326-006	562	32ND ST SW
41-17-13-303-022	3277	WOODWARD AVE SW	41-17-13-326-007	3206	HIGHGATE AVE SW
41-17-13-303-027	3313	WOODWARD AVE SW	41-17-13-326-008	3210	HIGHGATE AVE SW
41-17-13-303-028	3321	WOODWARD AVE SW	41-17-13-326-009	3212	HIGHGATE AVE SW
41-17-13-303-038	3211	WOODWARD AVE SW	41-17-13-326-010	3214	HIGHGATE AVE SW
41-17-13-303-039	3327	WOODWARD AVE SW	41-17-13-326-011	3218	HIGHGATE AVE SW
41-17-13-303-040	3335	WOODWARD AVE SW	41-17-13-326-014	3226	HIGHGATE AVE SW
41-17-13-303-041	3239	WOODWARD AVE SW	41-17-13-326-015	3230	HIGHGATE AVE SW
41-17-13-303-042	3255	WOODWARD AVE SW	41-17-13-326-017	3246	HIGHGATE AVE SW
41-17-13-303-043	3261	WOODWARD AVE SW	41-17-13-326-018	3201	HOMECREST AVE SW
41-17-13-303-044	3352	BADGER AVE SW	41-17-13-326-021	3209	HOMECREST AVE SW
41-17-13-303-049	3345	WOODWARD AVE SW	41-17-13-326-022	3213	HOMECREST AVE SW
41-17-13-303-050	3349	WOODWARD AVE SW	41-17-13-326-025	3223	HOMECREST AVE SW
41-17-13-303-051	3353	WOODWARD AVE SW	41-17-13-326-026	3227	HOMECREST AVE SW
41-17-13-304-001	3200	WOODWARD AVE SW	41-17-13-326-027	3231	HOMECREST AVE SW
41-17-13-304-002	3210	WOODWARD AVE SW	41-17-13-326-028	3235	HOMECREST AVE SW
41-17-13-304-003	3218	WOODWARD AVE SW	41-17-13-326-029	3237	HOMECREST AVE SW
41-17-13-304-004	3232	WOODWARD AVE SW	41-17-13-326-030	3239	HOMECREST AVE SW
41-17-13-304-036	3250	WOODWARD AVE SW	41-17-13-326-031	3241	HOMECREST AVE SW
41-17-13-304-037	3254	WOODWARD AVE SW	41-17-13-326-032	3245	HOMECREST AVE SW
41-17-13-304-038	3260	WOODWARD AVE SW	41-17-13-326-033	609	BUIST ST SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-17-13-326-034	605	BUIST ST SW	41-17-14-401-018	1006	32ND ST SW
41-17-13-326-039	3222	HIGHGATE AVE SW	41-17-14-401-020	1083	ROYAL OAK ST SW
41-17-13-326-040	3203	HOMECREST AVE SW	41-17-14-401-021	1061	ROYAL OAK ST SW
41-17-13-326-041	3221	HOMECREST AVE SW	41-17-14-401-022	1055	ROYAL OAK ST SW
41-17-13-326-043	557	BUIST ST SW	41-17-14-401-023	1049	ROYAL OAK ST SW
41-17-13-326-044	561	BUIST ST SW	41-17-14-401-024	1041	ROYAL OAK ST SW
41-17-13-326-045	3236	HIGHGATE AVE SW	41-17-14-401-025	1035	ROYAL OAK ST SW
41-17-13-326-046	3240	HIGHGATE AVE SW	41-17-14-401-026	1025	ROYAL OAK ST SW
41-17-13-326-047	578	32ND ST SW	41-17-14-401-030	1015	ROYAL OAK ST SW
41-17-13-329-003	560	BUIST ST SW	41-17-14-401-031	1005	ROYAL OAK ST SW
41-17-13-329-004	558	BUIST ST SW	41-17-14-401-037	1105	ROYAL OAK ST SW
41-17-13-329-005	556	BUIST ST SW	41-17-14-401-038	1106	32ND ST SW
41-17-13-329-016	601	34TH ST SW	41-17-14-402-002	1130	ROYAL OAK ST SW
41-17-13-329-017	597	34TH ST SW	41-17-14-402-005	1118	ROYAL OAK ST SW
41-17-13-329-018	595	34TH ST SW	41-17-14-402-006	1112	ROYAL OAK ST SW
41-17-13-329-019	591	34TH ST SW	41-17-14-402-008	1106	ROYAL OAK ST SW
41-17-13-329-020	589	34TH ST SW	41-17-14-402-011	1052	ROYAL OAK ST SW
41-17-13-329-033	604	BUIST ST SW	41-17-14-402-013	1044	ROYAL OAK ST SW
41-17-13-329-035	603	34TH ST SW	41-17-14-402-016	1028	ROYAL OAK ST SW
41-17-13-351-002	3414	BADGER AVE SW	41-17-14-402-017	1020	ROYAL OAK ST SW
41-17-13-351-003	3422	BADGER AVE SW	41-17-14-402-030	1064	ROYAL OAK ST SW
41-17-13-351-008	3406	BADGER AVE SW	41-17-14-402-032	1126	ROYAL OAK ST SW
41-17-13-352-007	710	BRYANT ST SW	41-17-14-402-035	1009	33RD ST SW
41-17-13-352-016	785	BUNGALOW ST SW	41-17-14-402-036	962	ROYAL OAK ST SW
41-17-13-352-017	783	BUNGALOW ST SW	41-17-14-402-037	1131	33RD ST SW
41-17-13-352-018	771	BUNGALOW ST SW	41-17-14-403-001	3307	HERMAN AVE SW
41-17-13-352-019	767	BUNGALOW ST SW	41-17-14-403-002	3315	HERMAN AVE SW
41-17-13-352-020	700	BRYANT ST SW	41-17-14-403-003	3321	HERMAN AVE SW
41-17-13-354-017	550	34TH ST SW	41-17-14-404-005	1139	34TH ST SW
41-17-14-401-001	1120	32ND ST SW	41-17-14-404-006	1133	34TH ST SW
41-17-14-401-002	1114	32ND ST SW	41-17-14-404-007	1125	34TH ST SW
41-17-14-401-004	1125	ROYAL OAK ST SW	41-17-14-404-008	1117	34TH ST SW
41-17-14-401-005	1119	ROYAL OAK ST SW	41-17-14-404-009	1111	34TH ST SW
41-17-14-401-006	1113	ROYAL OAK ST SW	41-17-14-404-010	1103	34TH ST SW
41-17-14-401-009	1100	32ND ST SW	41-17-14-404-011	1063	34TH ST SW
41-17-14-401-010	1074	32ND ST SW	41-17-14-404-012	1057	34TH ST SW
41-17-14-401-011	1054	32ND ST SW	41-17-14-404-013	1049	34TH ST SW
41-17-14-401-012	1048	32ND ST SW	41-17-14-404-014	1041	34TH ST SW
41-17-14-401-013	1036	32ND ST SW	41-17-14-404-015	1033	34TH ST SW
41-17-14-401-014	1030	32ND ST SW	41-17-14-404-016	1019	34TH ST SW
41-17-14-401-015	1024	32ND ST SW	41-17-14-404-017	3335	HERMAN AVE SW
41-17-14-401-016	1018	32ND ST SW	41-17-14-404-018	3343	HERMAN AVE SW
41-17-14-401-017	1012	32ND ST SW	41-17-14-404-019	3351	HERMAN AVE SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-17-14-404-022	1159	34TH ST SW	41-17-22-130-050	3913	BOONE AVE SW
41-17-14-404-023	1153	34TH ST SW	41-17-22-130-051	3923	BOONE AVE SW
41-17-14-404-024	1145	34TH ST SW	41-17-22-130-052	3929	BOONE AVE SW
41-17-15-401-004	3231	GLADIOLA AVE SW	41-17-22-130-053	3931	BOONE AVE SW
41-17-15-401-008	3317	GLADIOLA AVE SW	41-17-22-130-054	3943	BOONE AVE SW
41-17-15-401-009	3325	GLADIOLA AVE SW	41-17-22-130-055	3957	BOONE AVE SW
41-17-15-401-032	3257	GLADIOLA AVE SW	41-17-22-130-056	3965	BOONE AVE SW
41-17-15-401-036	3219	GLADIOLA AVE SW	41-17-22-131-001	2008	36TH ST SW
41-17-15-401-037	3221	GLADIOLA AVE SW	41-17-22-131-002	2004	36TH ST SW
41-17-15-401-041	3225	GLADIOLA AVE SW	41-17-22-131-003	3618	BOONE AVE SW
41-17-15-401-042	3227	GLADIOLA AVE SW	41-17-22-131-004	3624	BOONE AVE SW
41-17-15-402-017	3249	TAFT AVE SW	41-17-22-131-005	3630	BOONE AVE SW
41-17-15-402-039	3246	GLADIOLA AVE SW	41-17-22-131-006	3636	BOONE AVE SW
41-17-21-451-040	2761	44TH ST SW	41-17-22-131-007	3644	BOONE AVE SW
41-17-21-451-041	2757	44TH ST SW	41-17-22-132-001	3660	BOONE AVE SW
41-17-21-476-001	2545	43RD ST SW	41-17-22-132-004	3720	BOONE AVE SW
41-17-21-476-002	2531	43RD ST SW	41-17-22-132-005	3724	BOONE AVE SW
41-17-21-476-003	2519	43RD ST SW	41-17-22-132-006	3732	BOONE AVE SW
41-17-21-476-004	2507	43RD ST SW	41-17-22-132-008	3748	BOONE AVE SW
41-17-21-476-005	2493	43RD ST SW	41-17-22-132-009	3756	BOONE AVE SW
41-17-21-476-006	2479	43RD ST SW	41-17-22-132-010	3760	BOONE AVE SW
41-17-21-476-007	2467	43RD ST SW	41-17-22-132-011	3800	BOONE AVE SW
41-17-21-476-008	2455	43RD ST SW	41-17-22-132-012	3808	BOONE AVE SW
41-17-21-476-009	2443	43RD ST SW	41-17-22-132-014	3838	BOONE AVE SW
41-17-21-476-010	2431	43RD ST SW	41-17-22-132-015	3840	BOONE AVE SW
41-17-21-476-011	2417	43RD ST SW	41-17-22-132-016	3848	BOONE AVE SW
41-17-21-477-001	2546	43RD ST SW	41-17-22-132-017	3856	BOONE AVE SW
41-17-21-477-011	2547	EDEN ST SW	41-17-22-132-018	3862	BOONE AVE SW
41-17-21-478-001	2548	EDEN ST SW	41-17-22-132-019	3880	BOONE AVE SW
41-17-21-478-011	2549	44TH ST SW	41-17-22-132-020	3900	BOONE AVE SW
41-17-22-130-020	3880	MALLORY AVE SW	41-17-22-132-021	3916	BOONE AVE SW
41-17-22-130-021	3890	MALLORY AVE SW	41-17-22-132-022	3930	BOONE AVE SW
41-17-22-130-022	3904	MALLORY AVE SW	41-17-22-132-024	2011	LA CROSSE ST SW
41-17-22-130-023	3912	MALLORY AVE SW	41-17-22-132-025	2003	LA CROSSE ST SW
41-17-22-130-024	3922	MALLORY AVE SW	41-17-22-132-027	1956	IOWA ST SW
41-17-22-130-025	3930	MALLORY AVE SW	41-17-22-132-028	1944	IOWA ST SW
41-17-22-130-026	3934	MALLORY AVE SW	41-17-22-132-029	3826	BOONE AVE SW
41-17-22-130-027	3942	MALLORY AVE SW	41-17-22-132-030	3832	BOONE AVE SW
41-17-22-130-028	3948	MALLORY AVE SW	41-17-22-132-031	3670	BOONE AVE SW
41-17-22-130-046	3851	BOONE AVE SW	41-17-22-132-032	3680	BOONE AVE SW
41-17-22-130-047	3857	BOONE AVE SW	41-17-22-177-001	2046	LA CROSSE ST SW
41-17-22-130-048	3863	BOONE AVE SW	41-17-22-177-002	2038	LA CROSSE ST SW
41-17-22-130-049	3901	BOONE AVE SW	41-17-22-177-003	2032	LA CROSSE ST SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-17-22-177-004	2026	LA CROSSE ST SW	41-17-22-202-006	3624	GROVELAND AVE SW
41-17-22-177-005	2018	LA CROSSE ST SW	41-17-22-202-008	3644	GROVELAND AVE SW
41-17-22-177-006	2012	LA CROSSE ST SW	41-17-22-202-009	3654	GROVELAND AVE SW
41-17-22-177-007	2004	LA CROSSE ST SW	41-17-22-202-011	3712	GROVELAND AVE SW
41-17-22-201-001	1964	36TH ST SW	41-17-22-202-012	3716	GROVELAND AVE SW
41-17-22-201-002	1956	36TH ST SW	41-17-22-202-013	3720	GROVELAND AVE SW
41-17-22-201-005	1920	36TH ST SW	41-17-22-202-014	3730	GROVELAND AVE SW
41-17-22-201-006	1916	36TH ST SW	41-17-22-202-015	3736	GROVELAND AVE SW
41-17-22-201-012	3631	GROVELAND AVE SW	41-17-22-202-016	3740	GROVELAND AVE SW
41-17-22-201-013	3639	GROVELAND AVE SW	41-17-22-202-017	3744	GROVELAND AVE SW
41-17-22-201-015	3701	GROVELAND AVE SW	41-17-22-202-018	3748	GROVELAND AVE SW
41-17-22-201-016	3707	GROVELAND AVE SW	41-17-22-202-019	3760	GROVELAND AVE SW
41-17-22-201-017	3717	GROVELAND AVE SW	41-17-22-202-020	3830	GROVELAND AVE SW
41-17-22-201-018	3721	GROVELAND AVE SW	41-17-22-202-021	3840	GROVELAND AVE SW
41-17-22-201-021	3755	GROVELAND AVE SW	41-17-22-202-022	3848	GROVELAND AVE SW
41-17-22-201-029	1951	39TH ST SW	41-17-22-202-023	3852	GROVELAND AVE SW
41-17-22-201-030	1957	39TH ST SW	41-17-22-202-024	3860	GROVELAND AVE SW
41-17-22-201-031	1960	39TH ST SW	41-17-22-202-025	3621	TAFT AVE SW
41-17-22-201-035	1938	39TH ST SW	41-17-22-202-026	3627	TAFT AVE SW
41-17-22-201-036	3913	GROVELAND AVE SW	41-17-22-202-027	3633	TAFT AVE SW
41-17-22-201-039	3921	GROVELAND AVE SW	41-17-22-202-028	3639	TAFT AVE SW
41-17-22-201-040	3995	GROVELAND AVE SW	41-17-22-202-029	3645	TAFT AVE SW
41-17-22-201-041	4001	GROVELAND AVE SW	41-17-22-202-030	3651	TAFT AVE SW
41-17-22-201-047	1945	IOWA ST SW	41-17-22-202-031	3657	TAFT AVE SW
41-17-22-201-048	1933	IOWA ST SW	41-17-22-202-032	3663	TAFT AVE SW
41-17-22-201-049	1921	IOWA ST SW	41-17-22-202-033	3703	TAFT AVE SW
41-17-22-201-058	1922	IOWA ST SW	41-17-22-202-034	3709	TAFT AVE SW
41-17-22-201-060	1932	IOWA ST SW	41-17-22-202-035	3715	TAFT AVE SW
41-17-22-201-061	1956	39TH ST SW	41-17-22-202-036	3723	TAFT AVE SW
41-17-22-201-062	1950	39TH ST SW	41-17-22-202-037	3729	TAFT AVE SW
41-17-22-201-063	1944	39TH ST SW	41-17-22-202-038	3735	TAFT AVE SW
41-17-22-201-066	1930	36TH ST SW	41-17-22-202-039	3743	TAFT AVE SW
41-17-22-201-067	3625	GROVELAND AVE SW	41-17-22-202-040	3749	TAFT AVE SW
41-17-22-201-068	4013	GROVELAND AVE SW	41-17-22-202-041	3755	TAFT AVE SW
41-17-22-201-069	4015	GROVELAND AVE SW	41-17-22-202-042	3801	TAFT AVE SW
41-17-22-201-073	1943	39TH ST SW	41-17-22-202-043	3807	TAFT AVE SW
41-17-22-201-074	3859	GROVELAND AVE SW	41-17-22-202-044	3811	TAFT AVE SW
41-17-22-201-075	3865	GROVELAND AVE SW	41-17-22-202-045	3817	TAFT AVE SW
41-17-22-202-001	1912	36TH ST SW	41-17-22-202-046	3823	TAFT AVE SW
41-17-22-202-002	1910	36TH ST SW	41-17-22-202-047	3829	TAFT AVE SW
41-17-22-202-003	1870	36TH ST SW	41-17-22-202-056	4008	GROVELAND AVE SW
41-17-22-202-004	1840	36TH ST SW	41-17-22-202-060	3630	GROVELAND AVE SW
41-17-22-202-005	3618	GROVELAND AVE SW	41-17-22-202-061	3632	GROVELAND AVE SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-17-22-303-003	2369	CRESTVIEW DR SW	41-17-22-353-007	2206	HOLLIDAY DR SW
41-17-22-303-004	2357	CRESTVIEW DR SW	41-17-22-353-008	2200	HOLLIDAY DR SW
41-17-22-326-001	2041	FLOYD ST SW	41-17-22-353-009	2260	HOLLIDAY DR SW
41-17-22-351-001	2400	CRESTVIEW DR SW	41-17-22-353-010	2255	GREENVIEW DR SW
41-17-22-351-002	2370	CRESTVIEW DR SW	41-17-22-353-011	2249	GREENVIEW DR SW
41-17-22-351-003	2358	CRESTVIEW DR SW	41-17-22-353-012	2241	GREENVIEW DR SW
41-17-22-351-004	2346	CRESTVIEW DR SW	41-17-22-353-013	2235	GREENVIEW DR SW
41-17-22-351-005	2332	CRESTVIEW DR SW	41-17-22-353-014	2225	GREENVIEW DR SW
41-17-22-351-006	2320	CRESTVIEW DR SW	41-17-22-353-015	2217	GREENVIEW DR SW
41-17-22-351-007	2306	CRESTVIEW DR SW	41-17-22-353-016	2209	GREENVIEW DR SW
41-17-22-351-008	2286	CRESTVIEW DR SW	41-17-22-354-002	2346	HOLLIDAY DR SW
41-17-22-351-010	2390	CRESTVIEW DR SW	41-17-22-354-006	2314	HOLLIDAY DR SW
41-17-22-351-011	2373	GREENVIEW DR SW	41-17-22-354-007	2300	HOLLIDAY DR SW
41-17-22-351-012	2363	GREENVIEW DR SW	41-17-22-354-008	2262	GREENVIEW DR SW
41-17-22-351-013	2351	GREENVIEW DR SW	41-17-22-354-009	2256	GREENVIEW DR SW
41-17-22-351-014	2339	GREENVIEW DR SW	41-17-22-354-010	2250	GREENVIEW DR SW
41-17-22-351-015	2327	GREENVIEW DR SW	41-17-22-354-012	2238	GREENVIEW DR SW
41-17-22-351-016	2315	GREENVIEW DR SW	41-17-22-354-013	2232	GREENVIEW DR SW
41-17-22-351-017	2263	HOLLIDAY DR SW	41-17-22-354-014	2226	GREENVIEW DR SW
41-17-22-351-018	2249	HOLLIDAY DR SW	41-17-22-354-015	2222	GREENVIEW DR SW
41-17-22-351-021	2219	HOLLIDAY DR SW	41-17-22-354-016	2218	GREENVIEW DR SW
41-17-22-351-022	2213	HOLLIDAY DR SW	41-17-22-354-052	4304	BYRON CENTER AVE SW
41-17-22-351-026	2280	CRESTVIEW DR SW	41-17-22-354-053	2326	HOLLIDAY DR SW
41-17-22-351-027	2237	HOLLIDAY DR SW	41-17-22-354-054	2320	HOLLIDAY DR SW
41-17-22-352-001	2386	GREENVIEW DR SW	41-17-22-354-058	2356	HOLLIDAY DR SW
41-17-22-352-002	2364	GREENVIEW DR SW	41-17-22-354-065	2244	GREENVIEW DR SW
41-17-22-352-003	2354	GREENVIEW DR SW	41-17-22-354-067	2334	HOLLIDAY DR SW
41-17-22-352-004	2344	GREENVIEW DR SW	41-17-22-374-002	2210	KNICKERBOCKER ST SW
41-17-22-352-005	2330	GREENVIEW DR SW	41-17-22-374-003	2222	KNICKERBOCKER ST SW
41-17-22-352-007	2349	HOLLIDAY DR SW	41-17-22-374-004	2234	KNICKERBOCKER ST SW
41-17-22-352-008	2343	HOLLIDAY DR SW	41-17-22-374-005	2246	KNICKERBOCKER ST SW
41-17-22-352-009	2335	HOLLIDAY DR SW	41-17-22-374-006	2245	KNICKERBOCKER ST SW
41-17-22-352-010	2329	HOLLIDAY DR SW	41-17-22-374-007	2233	KNICKERBOCKER ST SW
41-17-22-352-011	2323	HOLLIDAY DR SW	41-17-22-374-008	2221	KNICKERBOCKER ST SW
41-17-22-352-012	2315	HOLLIDAY DR SW	41-17-22-374-009	2209	KNICKERBOCKER ST SW
41-17-22-352-013	2301	HOLLIDAY DR SW	41-17-22-376-001	2209	HOLLIDAY DR SW
41-17-22-352-015	4236	BYRON CENTER AVE SW	41-17-22-376-002	2153	GREENVIEW CT SW
41-17-22-353-001	2246	HOLLIDAY DR SW	41-17-22-376-003	2145	GREENVIEW CT SW
41-17-22-353-002	2236	HOLLIDAY DR SW	41-17-22-376-004	2137	GREENVIEW CT SW
41-17-22-353-003	2230	HOLLIDAY DR SW	41-17-22-376-005	2131	GREENVIEW CT SW
41-17-22-353-004	2222	HOLLIDAY DR SW	41-17-22-376-006	2125	GREENVIEW CT SW
41-17-22-353-005	2216	HOLLIDAY DR SW	41-17-22-376-008	2132	GREENVIEW CT SW
41-17-22-353-006	2212	HOLLIDAY DR SW	41-17-22-376-009	2138	GREENVIEW CT SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-17-22-376-010	2146	GREENVIEW CT SW	41-17-22-379-003	2108	HOLLIDAY DR SW
41-17-22-376-011	2154	GREENVIEW CT SW	41-17-22-379-004	2120	HOLLIDAY DR SW
41-17-22-376-012	2161	HOLLIDAY DR SW	41-17-22-379-005	2126	HOLLIDAY DR SW
41-17-22-376-013	2153	HOLLIDAY DR SW	41-17-22-379-011	2131	KNICKERBOCKER ST SW
41-17-22-376-014	2147	HOLLIDAY DR SW	41-17-22-379-012	2125	KNICKERBOCKER ST SW
41-17-22-376-015	2141	HOLLIDAY DR SW	41-17-22-379-013	2113	KNICKERBOCKER ST SW
41-17-22-376-016	2135	HOLLIDAY DR SW	41-17-22-379-014	2101	KNICKERBOCKER ST SW
41-17-22-376-017	2129	HOLLIDAY DR SW	41-17-22-379-015	2089	KNICKERBOCKER ST SW
41-17-22-376-018	2123	HOLLIDAY DR SW	41-17-22-379-016	2102	HOLLIDAY DR SW
41-17-22-376-019	2101	HOLLIDAY DR SW	41-17-22-379-017	2114	HOLLIDAY DR SW
41-17-22-376-020	2081	HOLLIDAY DR SW	41-17-22-379-020	4249	TROJAN DR SW
41-17-22-376-021	2075	HOLLIDAY DR SW	41-17-22-379-021	4261	TROJAN DR SW
41-17-22-376-022	2073	HOLLIDAY DR SW	41-17-22-379-022	4271	TROJAN DR SW
41-17-22-376-023	2071	HOLLIDAY DR SW	41-17-22-379-023	4287	TROJAN DR SW
41-17-22-376-024	2069	HOLLIDAY DR SW	41-17-22-379-024	4295	TROJAN DR SW
41-17-22-376-025	2067	HOLLIDAY DR SW	41-17-22-379-025	4310	FOREST PARK DR SW
41-17-22-376-026	2065	HOLLIDAY DR SW	41-17-22-379-026	2086	HOLLIDAY DR SW
41-17-22-376-027	2063	HOLLIDAY DR SW	41-17-22-379-028	2064	CANNON ST SW
41-17-22-376-028	2061	HOLLIDAY DR SW	41-17-22-379-029	2056	CANNON ST SW
41-17-22-377-001	2068	HOLLIDAY DR SW	41-17-22-380-004	2026	CANNON ST SW
41-17-22-377-017	2063	CANNON ST SW	41-17-22-380-005	2020	CANNON ST SW
41-17-22-377-018	2055	CANNON ST SW	41-17-22-380-006	2014	CANNON ST SW
41-17-22-377-019	2047	CANNON ST SW	41-17-22-380-007	2002	CANNON ST SW
41-17-22-377-020	2041	CANNON ST SW	41-17-22-380-008	1986	CANNON ST SW
41-17-22-377-021	2039	CANNON ST SW	41-17-22-380-010	2034	CANNON ST SW
41-17-22-377-023	2035	CANNON ST SW	41-17-22-380-011	4244	TROJAN DR SW
41-17-22-377-024	2023	CANNON ST SW	41-17-22-380-012	4264	TROJAN DR SW
41-17-22-377-029	2060	HOLLIDAY DR SW	41-17-22-380-015	4300	TROJAN DR SW
41-17-22-377-031	2017	CANNON ST SW	41-17-22-380-019	4282	TROJAN DR SW
41-17-22-377-032	1999	CANNON ST SW	41-17-22-380-020	4290	TROJAN DR SW
41-17-22-377-035	2074	HOLLIDAY DR SW	41-17-22-381-001	2198	KNICKERBOCKER ST SW
41-17-22-377-036	2069	CANNON ST SW	41-17-22-381-002	2186	KNICKERBOCKER ST SW
41-17-22-378-001	2214	GREENVIEW DR SW	41-17-22-381-003	2174	KNICKERBOCKER ST SW
41-17-22-378-002	2208	GREENVIEW DR SW	41-17-22-381-004	4337	FOREST PARK DR SW
41-17-22-378-003	2160	HOLLIDAY DR SW	41-17-22-381-005	2149	FOREST PARK CT SW
41-17-22-378-004	2154	HOLLIDAY DR SW	41-17-22-381-006	2163	FOREST PARK CT SW
41-17-22-378-005	2148	HOLLIDAY DR SW	41-17-22-381-008	2171	FOREST PARK CT SW
41-17-22-378-006	2142	HOLLIDAY DR SW	41-17-22-381-009	2174	FOREST PARK CT SW
41-17-22-378-008	2197	KNICKERBOCKER ST SW	41-17-22-381-010	2162	FOREST PARK CT SW
41-17-22-378-009	2185	KNICKERBOCKER ST SW	41-17-22-381-011	2150	FOREST PARK CT SW
41-17-22-378-010	2173	KNICKERBOCKER ST SW	41-17-22-381-012	4377	FOREST PARK DR SW
41-17-22-378-011	4311	FOREST PARK DR SW	41-17-22-381-013	4391	FOREST PARK DR SW
41-17-22-379-001	2080	HOLLIDAY DR SW	41-17-22-382-001	4340	FOREST PARK DR SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-17-22-382-002	4362	FOREST PARK DR SW	41-17-23-226-019	941	OAKCREST ST SW
41-17-22-382-003	4374	FOREST PARK DR SW	41-17-23-226-020	935	OAKCREST ST SW
41-17-22-382-004	4386	FOREST PARK DR SW	41-17-23-226-021	929	OAKCREST ST SW
41-17-22-382-005	4398	FOREST PARK DR SW	41-17-23-226-022	921	OAKCREST ST SW
41-17-22-382-006	2136	KNICKERBOCKER ST SW	41-17-23-226-023	915	OAKCREST ST SW
41-17-22-382-007	2124	KNICKERBOCKER ST SW	41-17-23-226-024	911	OAKCREST ST SW
41-17-22-382-008	2112	KNICKERBOCKER ST SW	41-17-23-226-025	907	OAKCREST ST SW
41-17-22-382-009	4335	KNICKERBOCKER CT SW	41-17-23-226-026	903	OAKCREST ST SW
41-17-22-382-010	4347	KNICKERBOCKER CT SW	41-17-23-226-027	893	OAKCREST ST SW
41-17-22-382-011	4359	KNICKERBOCKER CT SW	41-17-23-226-028	863	OAKCREST ST SW
41-17-22-382-012	4371	KNICKERBOCKER CT SW	41-17-23-226-029	853	OAKCREST ST SW
41-17-22-382-013	4380	KNICKERBOCKER CT SW	41-17-23-226-030	847	OAKCREST ST SW
41-17-22-382-014	4326	KNICKERBOCKER CT SW	41-17-23-226-031	841	OAKCREST ST SW
41-17-22-382-015	4338	KNICKERBOCKER CT SW	41-17-23-226-032	831	OAKCREST ST SW
41-17-22-382-016	4342	KNICKERBOCKER CT SW	41-17-23-226-033	817	OAKCREST ST SW
41-17-22-382-017	4354	KNICKERBOCKER CT SW	41-17-23-226-034	815	OAKCREST ST SW
41-17-22-382-018	4366	KNICKERBOCKER CT SW	41-17-23-226-035	3701	CLYDE PARK AVE SW
41-17-22-382-019	4378	KNICKERBOCKER CT SW	41-17-23-226-036	3705	CLYDE PARK AVE SW
41-17-22-451-015	4256	GREENVALE AVE SW	41-17-23-226-037	3709	CLYDE PARK AVE SW
41-17-22-451-016	4262	GREENVALE AVE SW	41-17-23-226-046	947	OAKCREST ST SW
41-17-22-451-017	1961	CANNON ST SW	41-17-23-226-053	3651	PINE OAK AVE SW
41-17-22-451-029	4244	GREENVALE AVE SW	41-17-23-226-058	3639	CLYDE PARK AVE SW
41-17-22-451-037	1951	CANNON ST SW	41-17-23-227-001	948	OAKCREST ST SW
41-17-22-451-038	1943	CANNON ST SW	41-17-23-227-002	942	OAKCREST ST SW
41-17-22-451-039	1931	CANNON ST SW	41-17-23-227-003	936	OAKCREST ST SW
41-17-22-451-040	1921	CANNON ST SW	41-17-23-227-006	918	OAKCREST ST SW
41-17-22-451-041	1913	CANNON ST SW	41-17-23-227-007	914	OAKCREST ST SW
41-17-22-451-043	1905	CANNON ST SW	41-17-23-227-008	910	OAKCREST ST SW
41-17-22-451-044	1893	CANNON ST SW	41-17-23-227-009	906	OAKCREST ST SW
41-17-22-451-045	1881	CANNON ST SW	41-17-23-227-012	860	OAKCREST ST SW
41-17-22-452-002	1974	CANNON ST SW	41-17-23-227-016	830	OAKCREST ST SW
41-17-22-452-003	1962	CANNON ST SW	41-17-23-227-017	816	OAKCREST ST SW
41-17-22-452-004	1952	CANNON ST SW	41-17-23-227-018	812	OAKCREST ST SW
41-17-22-452-007	1922	CANNON ST SW	41-17-23-227-019	3733	CLYDE PARK AVE SW
41-17-22-452-008	1914	CANNON ST SW	41-17-23-227-023	840	OAKCREST ST SW
41-17-22-452-010	1906	CANNON ST SW	41-17-23-227-024	926	OAKCREST ST SW
41-17-22-452-011	1894	CANNON ST SW	41-17-23-227-025	902	OAKCREST ST SW
41-17-22-452-012	1882	CANNON ST SW	41-17-23-227-027	866	OAKCREST ST SW
41-17-22-452-015	1944	CANNON ST SW	41-17-23-227-094	3741	CLYDE PARK AVE SW
41-17-22-452-016	1932	CANNON ST SW	41-17-23-227-095	3747	CLYDE PARK AVE SW
41-17-22-476-033	1621	43RD ST SW	41-17-23-302-018	4110	EMMA AVE SW
41-17-22-476-036	1621	44TH ST SW	41-17-23-302-019	4120	EMMA AVE SW
41-17-23-226-014	3650	PINE OAK AVE SW	41-17-23-303-004	1572	41ST ST SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-17-23-303-005	1562	41ST ST SW	41-17-23-351-016	4210	BURLINGAME AVE SW
41-17-23-303-006	1552	41ST ST SW	41-17-23-351-017	1589	MAPLELAWN ST SW
41-17-23-303-007	1544	41ST ST SW	41-17-23-351-018	1577	MAPLELAWN ST SW
41-17-23-303-008	4115	EMMA AVE SW	41-17-23-352-001	1557	SOUTHLAWN DR SW
41-17-23-303-012	4100	BURLINGAME AVE SW	41-17-23-352-002	1500	MAPLELAWN ST SW
41-17-23-303-013	4110	BURLINGAME AVE SW	41-17-23-352-003	1490	MAPLELAWN ST SW
41-17-23-303-014	4122	BURLINGAME AVE SW	41-17-23-352-004	1480	MAPLELAWN ST SW
41-17-23-303-021	4173	EMMA AVE SW	41-17-23-352-005	1472	MAPLELAWN ST SW
41-17-23-303-022	4190	EMMA AVE SW	41-17-23-352-006	1462	MAPLELAWN ST SW
41-17-23-303-025	4137	EMMA AVE SW	41-17-23-352-007	1452	MAPLELAWN ST SW
41-17-23-303-026	4149	EMMA AVE SW	41-17-23-352-008	1444	MAPLELAWN ST SW
41-17-23-303-027	4161	EMMA AVE SW	41-17-23-352-009	1434	MAPLELAWN ST SW
41-17-23-303-028	4185	EMMA AVE SW	41-17-23-352-010	1541	SOUTHLAWN DR SW
41-17-23-303-029	4197	EMMA AVE SW	41-17-23-352-011	1501	SOUTHLAWN DR SW
41-17-23-303-030	4166	EMMA AVE SW	41-17-23-352-012	1491	SOUTHLAWN DR SW
41-17-23-303-031	1500	EMMA CT SW	41-17-23-352-013	1481	SOUTHLAWN DR SW
41-17-23-303-032	1488	EMMA CT SW	41-17-23-352-014	1473	SOUTHLAWN DR SW
41-17-23-303-037	1501	EMMA CT SW	41-17-23-352-015	1463	SOUTHLAWN DR SW
41-17-23-303-038	1513	EMMA CT SW	41-17-23-352-016	1453	SOUTHLAWN DR SW
41-17-23-303-047	1411	42ND ST SW	41-17-23-352-017	1445	SOUTHLAWN DR SW
41-17-23-326-009	4103	HERON AVE SW	41-17-23-352-018	1435	SOUTHLAWN DR SW
41-17-23-326-010	4113	HERON AVE SW	41-17-23-353-001	4210	HAVANA AVE SW
41-17-23-326-011	4123	HERON AVE SW	41-17-23-353-002	4220	HAVANA AVE SW
41-17-23-326-012	4133	HERON AVE SW	41-17-23-353-003	4230	HAVANA AVE SW
41-17-23-326-013	4139	HERON AVE SW	41-17-23-353-004	4240	HAVANA AVE SW
41-17-23-326-014	4149	HERON AVE SW	41-17-23-353-005	4250	HAVANA AVE SW
41-17-23-326-015	4159	HERON AVE SW	41-17-23-353-006	4258	HAVANA AVE SW
41-17-23-326-016	4169	HERON AVE SW	41-17-23-353-007	4268	HAVANA AVE SW
41-17-23-326-017	4181	HERON AVE SW	41-17-23-353-010	4296	HAVANA AVE SW
41-17-23-326-018	4191	HERON AVE SW	41-17-23-353-011	4276	HAVANA AVE SW
41-17-23-351-002	1565	MAPLELAWN ST SW	41-17-23-353-012	4286	HAVANA AVE SW
41-17-23-351-003	1543	MAPLELAWN ST SW	41-17-23-354-003	1560	MAPLELAWN ST SW
41-17-23-351-004	1531	MAPLELAWN ST SW	41-17-23-354-006	1538	MAPLELAWN ST SW
41-17-23-351-005	1521	MAPLELAWN ST SW	41-17-23-354-007	1544	SOUTHLAWN DR SW
41-17-23-351-006	1511	MAPLELAWN ST SW	41-17-23-354-008	1534	SOUTHLAWN DR SW
41-17-23-351-007	1501	MAPLELAWN ST SW	41-17-23-354-009	1524	SOUTHLAWN DR SW
41-17-23-351-008	1487	MAPLELAWN ST SW	41-17-23-354-010	1516	SOUTHLAWN DR SW
41-17-23-351-009	1477	MAPLELAWN ST SW	41-17-23-354-011	1510	SOUTHLAWN DR SW
41-17-23-351-010	1465	MAPLELAWN ST SW	41-17-23-354-012	1500	SOUTHLAWN DR SW
41-17-23-351-011	1455	MAPLELAWN ST SW	41-17-23-354-013	1490	SOUTHLAWN DR SW
41-17-23-351-012	1445	MAPLELAWN ST SW	41-17-23-354-014	1480	SOUTHLAWN DR SW
41-17-23-351-013	1435	MAPLELAWN ST SW	41-17-23-354-015	1472	SOUTHLAWN DR SW
41-17-23-351-015	4200	BURLINGAME AVE SW	41-17-23-354-016	1462	SOUTHLAWN DR SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-17-23-354-017	1452	SOUTHLAWN DR SW	41-17-23-426-022	943	FLOYD ST SW
41-17-23-354-018	1444	SOUTHLAWN DR SW	41-17-23-426-023	937	FLOYD ST SW
41-17-23-354-019	1434	SOUTHLAWN DR SW	41-17-23-426-024	931	FLOYD ST SW
41-17-23-354-021	1539	43RD ST SW	41-17-23-426-025	925	FLOYD ST SW
41-17-23-354-022	1529	43RD ST SW	41-17-23-426-026	919	FLOYD ST SW
41-17-23-354-023	1523	43RD ST SW	41-17-23-426-027	913	FLOYD ST SW
41-17-23-354-024	1517	43RD ST SW	41-17-23-426-028	907	FLOYD ST SW
41-17-23-354-025	1511	43RD ST SW	41-17-23-426-029	901	FLOYD ST SW
41-17-23-354-026	1503	43RD ST SW	41-17-23-426-042	961	FLOYD ST SW
41-17-23-354-027	1463	43RD ST SW	41-17-23-426-043	955	FLOYD ST SW
41-17-23-354-028	1457	43RD ST SW	41-17-23-427-001	4042	HERMAN AVE SW
41-17-23-354-029	1451	43RD ST SW	41-17-23-427-002	4050	HERMAN AVE SW
41-17-23-354-030	1445	43RD ST SW	41-17-23-427-003	4058	HERMAN AVE SW
41-17-23-354-031	1439	43RD ST SW	41-17-23-427-004	4064	HERMAN AVE SW
41-17-23-354-032	1433	43RD ST SW	41-17-23-427-005	4102	HERMAN AVE SW
41-17-23-354-034	1580	MAPLELAWN ST SW	41-17-23-427-006	4108	HERMAN AVE SW
41-17-23-354-039	1590	MAPLELAWN ST SW	41-17-23-427-007	4114	HERMAN AVE SW
41-17-23-354-040	4250	BURLINGAME AVE SW	41-17-23-427-008	4122	HERMAN AVE SW
41-17-23-354-041	1570	MAPLELAWN ST SW	41-17-23-427-009	955	BELLEVUE ST SW
41-17-23-355-002	1546	43RD ST SW	41-17-23-427-010	4047	BURR AVE SW
41-17-23-355-003	1538	43RD ST SW	41-17-23-427-011	4053	BURR AVE SW
41-17-23-355-004	1532	43RD ST SW	41-17-23-427-012	4059	BURR AVE SW
41-17-23-355-005	1524	43RD ST SW	41-17-23-427-013	4065	BURR AVE SW
41-17-23-355-006	1518	43RD ST SW	41-17-23-427-014	4107	BURR AVE SW
41-17-23-355-007	1512	43RD ST SW	41-17-23-427-015	4115	BURR AVE SW
41-17-23-355-008	1504	43RD ST SW	41-17-23-427-016	4125	BURR AVE SW
41-17-23-355-009	1464	43RD ST SW	41-17-23-427-017	4131	BURR AVE SW
41-17-23-355-010	1458	43RD ST SW	41-17-24-301-048	4309	ALDRICH AVE SW
41-17-23-355-011	1450	43RD ST SW	41-17-26-101-004	4570	BURLINGAME AVE SW
41-17-23-355-012	1444	43RD ST SW	41-17-26-101-039	1591	PINNACLE EAST SW
41-17-23-355-013	1438	43RD ST SW	41-17-26-101-040	1581	PINNACLE EAST SW
41-17-23-355-014	1432	43RD ST SW	41-17-26-101-041	1571	PINNACLE EAST SW
41-17-23-355-037	1554	43RD ST SW	41-17-26-101-042	1531	PINNACLE EAST SW
41-17-23-355-042	1555	44TH ST SW	41-17-26-101-043	1521	PINNACLE EAST SW
41-17-23-355-048	1535	44TH ST SW	41-17-26-101-044	1511	PINNACLE EAST SW
41-17-23-355-049	1505	44TH ST SW	41-17-26-101-045	1510	PINNACLE EAST SW
41-17-23-355-050	1485	44TH ST SW	41-17-26-101-046	1520	PINNACLE EAST SW
41-17-23-355-051	1575	44TH ST SW	41-17-26-101-047	4600	BURLINGAME AVE SW
41-17-23-355-053	1407	44TH ST SW	41-17-26-101-078	4655	GRENADIER DR SW
41-17-23-376-002	1387	ORIOLE CT SW	41-17-26-151-006	4726	BURLINGAME AVE SW
41-17-23-376-003	1377	ORIOLE CT SW	41-17-26-151-007	4790	BURLINGAME AVE SW
41-17-23-376-008	1390	ORIOLE CT SW	41-17-26-151-010	4680	BURLINGAME AVE SW
41-17-23-426-021	949	FLOYD ST SW	41-17-26-151-011	4690	BURLINGAME AVE SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-17-26-151-013	1590	PINNACLE EAST SW	41-17-26-155-005	4787	GRENADIER DR SW
41-17-26-151-014	1580	PINNACLE EAST SW	41-17-26-156-003	4688	GRENADIER DR SW
41-17-26-151-015	1570	PINNACLE EAST SW	41-17-26-156-004	4704	GRENADIER DR SW
41-17-26-151-016	1560	PINNACLE EAST SW	41-17-26-156-005	4712	GRENADIER DR SW
41-17-26-151-017	1550	PINNACLE EAST SW	41-17-26-156-006	4724	GRENADIER DR SW
41-17-26-151-018	1540	PINNACLE EAST SW	41-17-26-156-007	4736	GRENADIER DR SW
41-17-26-151-019	1530	PINNACLE EAST SW	41-17-26-156-008	4748	GRENADIER DR SW
41-17-26-151-021	4696	BURLINGAME AVE SW	41-17-26-156-011	4776	GRENADIER DR SW
41-17-26-151-022	4700	BURLINGAME AVE SW	41-17-26-156-012	4622	GRENADIER DR SW
41-17-26-152-001	4794	BURLINGAME AVE SW	41-17-26-156-013	4665	HAVANA AVE SW
41-17-26-152-002	4755	CRANWOOD AVE SW	41-17-26-156-014	4677	HAVANA AVE SW
41-17-26-152-003	4749	CRANWOOD AVE SW	41-17-26-156-015	4699	HAVANA AVE SW
41-17-26-152-004	4737	CRANWOOD AVE SW	41-17-26-156-016	4725	HAVANA AVE SW
41-17-26-152-005	4725	CRANWOOD AVE SW	41-17-26-156-020	4765	HAVANA AVE SW
41-17-26-152-006	4713	CRANWOOD AVE SW	41-17-26-156-021	4779	HAVANA AVE SW
41-17-26-152-007	4701	CRANWOOD AVE SW	41-17-26-156-023	4749	HAVANA AVE SW
41-17-26-152-008	4693	CRANWOOD AVE SW	41-17-26-156-024	4646	GRENADIER DR SW
41-17-26-152-009	4681	CRANWOOD AVE SW	41-17-26-156-025	4664	GRENADIER DR SW
41-17-26-152-010	4669	CRANWOOD AVE SW	41-17-26-156-026	4752	GRENADIER DR SW
41-17-26-153-001	4798	BURLINGAME AVE SW	41-17-26-156-027	4764	GRENADIER DR SW
41-17-26-153-002	1564	SENTINAL ST SW	41-17-26-156-028	4731	HAVANA AVE SW
41-17-26-153-003	1542	SENTINAL ST SW	41-17-26-156-029	4737	HAVANA AVE SW
41-17-26-154-003	4675	GRENADIER DR SW	41-17-26-156-030	4795	HAVANA AVE SW
41-17-26-154-004	4687	GRENADIER DR SW	41-17-26-156-031	4801	HAVANA AVE SW
41-17-26-154-005	4693	GRENADIER DR SW	41-17-26-156-032	4788	GRENADIER DR SW
41-17-26-154-008	4725	GRENADIER DR SW	41-17-26-157-002	4682	HAVANA AVE SW
41-17-26-154-009	4737	GRENADIER DR SW	41-17-26-157-003	4706	HAVANA AVE SW
41-17-26-154-010	4749	GRENADIER DR SW	41-17-26-157-004	4728	HAVANA AVE SW
41-17-26-154-013	4635	GRENADIER DR SW	41-17-26-157-005	4734	HAVANA AVE SW
41-17-26-154-017	4701	GRENADIER DR SW	41-17-26-157-006	4746	HAVANA AVE SW
41-17-26-154-018	4713	GRENADIER DR SW	41-17-26-157-011	4678	HAVANA AVE SW
41-17-26-154-019	4664	HAVANA AVE SW	41-17-26-157-012	4786	HAVANA AVE SW
41-17-26-154-022	4738	CRANWOOD AVE SW	41-17-26-157-013	4798	HAVANA AVE SW
41-17-26-154-023	4726	CRANWOOD AVE SW	41-17-26-157-014	4806	HAVANA AVE SW
41-17-26-154-024	4714	CRANWOOD AVE SW	41-17-26-301-008	4801	GRENADIER DR SW
41-17-26-154-025	4702	CRANWOOD AVE SW	41-17-26-301-009	4813	GRENADIER DR SW
41-17-26-154-026	4694	CRANWOOD AVE SW	41-17-26-301-010	4825	GRENADIER DR SW
41-17-26-154-027	4682	CRANWOOD AVE SW	41-17-26-301-011	4837	GRENADIER DR SW
41-17-26-154-028	4670	CRANWOOD AVE SW	41-17-26-301-012	4849	GRENADIER DR SW
41-17-26-154-030	4746	CRANWOOD AVE SW	41-17-26-301-013	4855	GRENADIER DR SW
41-17-26-154-031	4754	CRANWOOD AVE SW	41-17-26-301-014	4867	GRENADIER DR SW
41-17-26-155-001	4786	CRANWOOD AVE SW	41-17-26-301-015	4879	GRENADIER DR SW
41-17-26-155-002	4771	GRENADIER DR SW	41-17-26-301-016	4883	GRENADIER DR SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-17-26-301-017	4897	GRENADIER DR SW	41-17-26-304-010	4858	HAVANA AVE SW
41-17-26-301-018	1549	TRENTWOOD ST SW	41-17-26-304-011	4870	HAVANA AVE SW
41-17-26-301-019	1557	TRENTWOOD ST SW	41-17-26-304-012	4882	HAVANA AVE SW
41-17-26-301-022	4801	CRANWOOD AVE SW	41-17-26-304-013	4894	HAVANA AVE SW
41-17-26-301-023	4813	CRANWOOD AVE SW	41-17-26-304-016	4934	HAVANA AVE SW
41-17-26-301-024	4825	CRANWOOD AVE SW	41-17-26-304-017	4956	HAVANA AVE SW
41-17-26-301-025	4837	CRANWOOD AVE SW	41-17-26-304-018	4818	HAVANA AVE SW
41-17-26-301-026	4849	CRANWOOD AVE SW	41-17-26-304-019	4822	HAVANA AVE SW
41-17-26-301-028	4798	CRANWOOD AVE SW	41-17-26-304-020	4906	HAVANA AVE SW
41-17-26-301-029	4802	CRANWOOD AVE SW	41-17-26-304-022	4928	HAVANA AVE SW
41-17-26-301-030	4814	CRANWOOD AVE SW	41-17-26-305-001	4813	HAVANA AVE SW
41-17-26-301-031	4826	CRANWOOD AVE SW	41-17-26-305-002	4825	HAVANA AVE SW
41-17-26-301-032	4838	CRANWOOD AVE SW	41-17-26-305-003	4837	HAVANA AVE SW
41-17-26-301-033	4850	CRANWOOD AVE SW	41-17-26-305-004	4845	HAVANA AVE SW
41-17-26-302-001	4948	BURLINGAME AVE SW	41-17-26-305-005	4857	HAVANA AVE SW
41-17-26-302-002	1547	50TH ST SW	41-17-26-305-006	4869	HAVANA AVE SW
41-17-26-302-003	1541	50TH ST SW	41-17-26-305-007	4881	HAVANA AVE SW
41-17-26-302-004	1533	50TH ST SW	41-17-26-305-008	4893	HAVANA AVE SW
41-17-26-302-005	1527	50TH ST SW	41-17-26-305-009	4905	HAVANA AVE SW
41-17-26-302-006	1519	50TH ST SW	41-17-26-305-010	4911	HAVANA AVE SW
41-17-26-302-007	1511	50TH ST SW	41-17-26-305-011	4800	GRENADIER DR SW
41-17-26-302-008	1505	50TH ST SW	41-17-26-305-012	4812	GRENADIER DR SW
41-17-26-302-009	1465	50TH ST SW	41-17-26-305-013	4824	GRENADIER DR SW
41-17-26-302-010	1457	50TH ST SW	41-17-26-305-014	4836	GRENADIER DR SW
41-17-26-302-011	1451	50TH ST SW	41-17-26-305-015	4848	GRENADIER DR SW
41-17-26-302-012	1443	50TH ST SW	41-17-26-305-016	1465	GRENADIER CT SW
41-17-26-302-013	1437	50TH ST SW	41-17-26-305-017	1453	GRENADIER CT SW
41-17-26-302-014	1431	50TH ST SW	41-17-26-305-018	1441	GRENADIER CT SW
41-17-26-302-015	4959	HAVANA AVE SW	41-17-26-305-019	1440	GRENADIER CT SW
41-17-26-302-016	4941	HAVANA AVE SW	41-17-26-305-020	1452	GRENADIER CT SW
41-17-26-302-018	1556	TRENTWOOD ST SW	41-17-26-305-021	1464	GRENADIER CT SW
41-17-26-302-019	1548	TRENTWOOD ST SW	41-17-26-305-022	4876	GRENADIER DR SW
41-17-26-302-020	1536	TRENTWOOD ST SW	41-17-26-305-023	4882	GRENADIER DR SW
41-17-26-302-021	1524	TRENTWOOD ST SW	41-17-26-305-024	1501	TRENTWOOD ST SW
41-17-26-302-022	1512	TRENTWOOD ST SW	41-17-26-305-025	1497	TRENTWOOD ST SW
41-17-26-302-023	1500	TRENTWOOD ST SW	41-17-26-305-026	1485	TRENTWOOD ST SW
41-17-26-302-024	1488	TRENTWOOD ST SW	41-17-26-305-027	1473	TRENTWOOD ST SW
41-17-26-302-025	1476	TRENTWOOD ST SW	41-17-26-305-028	1461	TRENTWOOD ST SW
41-17-26-302-026	1464	TRENTWOOD ST SW	41-17-27-110-001	2399	KNOLLVIEW ST SW
41-17-26-302-027	1452	TRENTWOOD ST SW	41-17-27-110-002	2387	KNOLLVIEW ST SW
41-17-26-304-001	4960	HAVANA AVE SW	41-17-27-110-003	2375	KNOLLVIEW ST SW
41-17-26-304-008	4834	HAVANA AVE SW	41-17-27-110-004	2363	KNOLLVIEW ST SW
41-17-26-304-009	4846	HAVANA AVE SW	41-17-27-110-005	2359	KNOLLVIEW ST SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-17-27-110-006	2347	KNOLLVIEW ST SW	41-17-27-265-018	1826	DEEPWOOD DR SW
41-17-27-110-007	2335	KNOLLVIEW ST SW	41-17-27-265-019	1806	DEEPWOOD DR SW
41-17-27-110-008	2327	KNOLLVIEW ST SW	41-17-27-266-009	1805	PINNACLE DR SW
41-17-27-110-009	2313	KNOLLVIEW ST SW	41-17-27-266-036	1849	CHATEAU DR SW
41-17-27-110-010	2310	KNOLLVIEW ST SW	41-17-27-266-037	1837	CHATEAU DR SW
41-17-27-110-011	2322	KNOLLVIEW ST SW	41-17-27-266-040	1825	CHATEAU DR SW
41-17-27-110-012	2334	KNOLLVIEW ST SW	41-17-27-266-041	1852	CAMROSE CT SW
41-17-27-110-013	2346	KNOLLVIEW ST SW	41-17-27-267-001	1804	PINNACLE DR SW
41-17-27-110-014	2358	KNOLLVIEW ST SW	41-17-27-267-002	1796	PINNACLE DR SW
41-17-27-110-015	2362	KNOLLVIEW ST SW	41-17-27-267-003	1780	PINNACLE DR SW
41-17-27-110-016	2374	KNOLLVIEW ST SW	41-17-27-267-004	1812	PINNACLE DR SW
41-17-27-110-017	2386	KNOLLVIEW ST SW	41-17-27-267-005	1820	PINNACLE DR SW
41-17-27-110-018	2398	KNOLLVIEW ST SW	41-17-27-267-006	1799	PINECROFT LANE SW
41-17-27-201-016	1790	R W BERENDS DR SW	41-17-27-267-007	1791	PINECROFT LANE SW
41-17-27-249-001	1735	CHATEAU DR SW	41-17-27-278-001	1767	DEEPWOOD DR SW
41-17-27-249-002	1727	CHATEAU DR SW	41-17-27-278-002	4635	DEEPWOOD CT SW
41-17-27-249-003	1719	CHATEAU DR SW	41-17-27-278-003	4627	DEEPWOOD CT SW
41-17-27-249-004	1711	CHATEAU DR SW	41-17-27-278-004	4619	DEEPWOOD CT SW
41-17-27-249-005	1703	CHATEAU DR SW	41-17-27-278-005	4618	DEEPWOOD CT SW
41-17-27-249-006	1667	CHATEAU DR SW	41-17-27-278-006	4626	DEEPWOOD CT SW
41-17-27-249-007	1659	CHATEAU DR SW	41-17-27-278-008	1759	DEEPWOOD DR SW
41-17-27-249-008	1651	CHATEAU DR SW	41-17-27-278-009	1743	PINNACLE DR SW
41-17-27-249-009	1643	CHATEAU DR SW	41-17-27-278-010	1735	PINNACLE DR SW
41-17-27-249-010	1635	CHATEAU DR SW	41-17-27-278-011	1727	PINNACLE DR SW
41-17-27-249-011	1627	CHATEAU DR SW	41-17-27-278-012	1719	PINNACLE DR SW
41-17-27-249-012	1619	CHATEAU DR SW	41-17-27-278-013	1711	PINNACLE DR SW
41-17-27-249-013	1611	CHATEAU DR SW	41-17-27-278-014	1703	PINNACLE DR SW
41-17-27-249-014	1603	CHATEAU DR SW	41-17-27-278-015	1643	PINNACLE DR SW
41-17-27-249-015	1801	CHATEAU DR SW	41-17-27-278-016	1635	PINNACLE DR SW
41-17-27-249-016	1783	CHATEAU DR SW	41-17-27-278-017	1627	PINNACLE DR SW
41-17-27-249-017	1771	CHATEAU DR SW	41-17-27-278-018	1619	PINNACLE DR SW
41-17-27-249-018	1759	CHATEAU DR SW	41-17-27-278-019	1642	CHATEAU DR SW
41-17-27-249-019	1747	CHATEAU DR SW	41-17-27-278-020	1650	CHATEAU DR SW
41-17-27-251-001	1861	CAMROSE CT SW	41-17-27-278-021	1658	CHATEAU DR SW
41-17-27-251-002	1869	CAMROSE CT SW	41-17-27-278-022	1666	CHATEAU DR SW
41-17-27-251-026	1870	CAMROSE CT SW	41-17-27-278-023	1702	CHATEAU DR SW
41-17-27-265-005	1984	CHATEAU DR SW	41-17-27-278-024	1710	CHATEAU DR SW
41-17-27-265-006	1996	CHATEAU DR SW	41-17-27-278-025	4610	CHATEAU CT SW
41-17-27-265-007	1797	PINNACLE DR SW	41-17-27-278-026	4618	CHATEAU CT SW
41-17-27-265-008	1789	PINNACLE DR SW	41-17-27-278-027	4619	CHATEAU CT SW
41-17-27-265-009	1781	PINNACLE DR SW	41-17-27-278-028	4611	CHATEAU CT SW
41-17-27-265-014	1856	CHATEAU DR SW	41-17-27-278-029	4603	CHATEAU CT SW
41-17-27-265-017	1786	DEEPWOOD DR SW	41-17-27-278-030	1734	CHATEAU DR SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-17-27-278-033	4634	DEEPWOOD CT SW	41-17-27-286-011	4783	CHALET LANE SW
41-17-27-278-036	1820	CHATEAU DR SW	41-17-27-286-012	4791	CHALET LANE SW
41-17-27-278-037	1802	CHATEAU DR SW	41-17-27-286-013	4795	CHALET LANE SW
41-17-27-278-038	1770	CHATEAU DR SW	41-17-27-286-014	4799	CHALET LANE SW
41-17-27-278-039	1758	CHATEAU DR SW	41-17-27-286-017	4782	CHALET LANE SW
41-17-27-278-040	1746	CHATEAU DR SW	41-17-27-286-018	4774	CHALET LANE SW
41-17-27-282-001	1766	DEEPWOOD DR SW	41-17-27-286-019	4766	CHALET LANE SW
41-17-27-282-002	1758	DEEPWOOD DR SW	41-17-27-286-020	4758	CHALET LANE SW
41-17-27-282-005	1773	PINNACLE DR SW	41-17-27-286-021	4750	CHALET LANE SW
41-17-27-282-007	1765	PINNACLE DR SW	41-17-27-286-022	1634	SENTINAL ST SW
41-17-27-282-008	1750	DEEPWOOD DR SW	41-17-27-286-023	1626	SENTINAL ST SW
41-17-27-284-001	1710	PINNACLE DR SW	41-17-27-286-024	1618	SENTINAL ST SW
41-17-27-284-002	1703	SENTINAL ST SW	41-17-27-286-025	1610	SENTINAL ST SW
41-17-27-284-003	1675	SENTINAL ST SW	41-17-27-286-026	1602	SENTINAL ST SW
41-17-27-284-004	1667	SENTINAL ST SW	41-17-27-286-028	4798	CHALET LANE SW
41-17-27-284-005	1651	SENTINAL ST SW	41-17-27-286-029	4790	CHALET LANE SW
41-17-27-284-006	4735	CHALET LANE SW	41-17-27-286-030	4701	RIDGELAND CT SW
41-17-27-285-001	1642	PINNACLE DR SW	41-17-27-286-031	4711	RIDGELAND CT SW
41-17-27-285-002	1634	PINNACLE DR SW	41-17-27-286-034	4710	RIDGELAND CT SW
41-17-27-285-003	1626	PINNACLE DR SW	41-17-27-286-035	1758	PINNACLE DR SW
41-17-27-285-004	1618	PINNACLE DR SW	41-17-27-286-037	1783	PINECROFT LANE SW
41-17-27-285-005	1610	PINNACLE DR SW	41-17-27-286-038	1775	PINECROFT LANE SW
41-17-27-285-006	1602	PINNACLE DR SW	41-17-27-286-039	4789	CRESTLINE CT SW
41-17-27-285-007	4711	CHALET LANE SW	41-17-27-286-041	4776	CRESTLINE CT SW
41-17-27-285-008	4703	CHALET LANE SW	41-17-27-286-042	4784	CRESTLINE CT SW
41-17-27-285-009	4681	CHALET LANE SW	41-17-27-286-043	4721	RIDGELAND CT SW
41-17-27-285-010	4665	CHALET LANE SW	41-17-27-286-044	4781	CRESTLINE CT SW
41-17-27-285-011	4674	CHALET LANE SW	41-17-27-287-001	1635	SENTINAL ST SW
41-17-27-285-012	4682	CHALET LANE SW	41-17-27-287-002	1619	SENTINAL ST SW
41-17-27-285-013	4702	CHALET LANE SW	41-17-27-287-003	1603	SENTINAL ST SW
41-17-27-285-014	4710	CHALET LANE SW	41-17-27-427-001	1767	PINECROFT LANE SW
41-17-27-285-015	4718	CHALET LANE SW	41-17-27-430-001	4792	CRESTLINE CT SW
41-17-27-285-016	4726	CHALET LANE SW	41-17-27-430-002	4800	CRESTLINE CT SW
41-17-27-286-001	1750	PINNACLE DR SW	41-17-27-430-006	1739	PINECROFT LANE SW
41-17-27-286-002	1742	PINNACLE DR SW	41-17-27-430-007	1721	PINECROFT CT SW
41-17-27-286-003	1726	PINNACLE DR SW	41-17-27-430-008	1709	PINECROFT CT SW
41-17-27-286-004	1702	SENTINAL ST SW	41-17-27-430-009	1697	PINECROFT CT SW
41-17-27-286-005	1674	SENTINAL ST SW	41-17-27-430-010	1685	PINECROFT CT SW
41-17-27-286-006	1666	SENTINAL ST SW	41-17-27-430-011	1673	PINECROFT CT SW
41-17-27-286-007	1658	SENTINAL ST SW	41-17-27-430-012	1661	PINECROFT CT SW
41-17-27-286-008	1650	SENTINAL ST SW	41-17-27-430-013	1649	PINECROFT CT SW
41-17-27-286-009	4743	CHALET LANE SW	41-17-27-430-015	1640	PINECROFT CT SW
41-17-27-286-010	4767	CHALET LANE SW	41-17-28-226-002	4409	CAROL AVE SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-17-28-226-003	4415	CAROL AVE SW	41-17-28-451-021	2769	52ND ST SW
41-17-28-226-004	4421	CAROL AVE SW	41-17-28-452-002	2747	GOLFBURY DR SW
41-17-28-226-005	4427	CAROL AVE SW	41-17-28-452-003	2735	GOLFBURY DR SW
41-17-28-226-006	4433	CAROL AVE SW	41-17-28-452-004	2723	GOLFBURY DR SW
41-17-28-226-007	4439	CAROL AVE SW	41-17-28-452-005	2711	GOLFBURY DR SW
41-17-28-226-008	4445	CAROL AVE SW	41-17-28-452-006	2699	GOLFBURY DR SW
41-17-28-226-009	4451	CAROL AVE SW	41-17-28-452-007	2687	GOLFBURY DR SW
41-17-28-226-010	4457	CAROL AVE SW	41-17-28-452-008	2675	GOLFBURY DR SW
41-17-28-227-001	4410	CAROL AVE SW	41-17-28-452-009	2663	GOLFBURY DR SW
41-17-28-227-002	2505	SHERRY ST SW	41-17-28-452-010	2651	GOLFBURY DR SW
41-17-28-227-003	2463	SHERRY ST SW	41-17-28-452-011	2639	GOLFBURY DR SW
41-17-28-227-004	2457	SHERRY ST SW	41-17-28-452-012	2627	GOLFBURY DR SW
41-17-28-227-005	2451	SHERRY ST SW	41-17-28-452-013	2615	GOLFBURY DR SW
41-17-28-227-006	2445	SHERRY ST SW	41-17-28-452-014	2603	GOLFBURY DR SW
41-17-28-227-007	2435	SHERRY ST SW	41-17-28-452-016	2734	GOLFBURY DR SW
41-17-28-227-008	2429	SHERRY ST SW	41-17-28-452-017	2722	GOLFBURY DR SW
41-17-28-227-009	2428	SHERRY ST SW	41-17-28-452-018	2733	DANTON DR SW
41-17-28-227-010	2434	SHERRY ST SW	41-17-28-452-019	2751	DANTON DR SW
41-17-28-227-011	2444	SHERRY ST SW	41-17-28-452-020	2769	DANTON DR SW
41-17-28-227-012	2450	SHERRY ST SW	41-17-28-452-021	2787	DANTON DR SW
41-17-28-227-013	2462	SHERRY ST SW	41-17-28-452-022	2794	DANTON DR SW
41-17-28-227-014	2504	SHERRY ST SW	41-17-28-452-023	2776	DANTON DR SW
41-17-28-227-015	4430	CAROL AVE SW	41-17-28-452-024	2758	DANTON DR SW
41-17-28-227-016	4442	CAROL AVE SW	41-17-28-452-025	2740	DANTON DR SW
41-17-28-227-017	2505	MARILYN ST SW	41-17-28-452-026	2728	DANTON DR SW
41-17-28-227-018	2457	MARILYN ST SW	41-17-28-452-027	2716	DANTON DR SW
41-17-28-227-019	2451	MARILYN ST SW	41-17-28-452-028	2704	DANTON DR SW
41-17-28-227-020	2445	MARILYN ST SW	41-17-28-452-029	2692	DANTON DR SW
41-17-28-227-021	2435	MARILYN ST SW	41-17-28-452-030	2680	DANTON DR SW
41-17-28-227-022	2516	MARILYN ST SW	41-17-28-452-031	2668	DANTON DR SW
41-17-28-227-023	2510	MARILYN ST SW	41-17-28-452-032	2656	DANTON DR SW
41-17-28-227-024	2504	MARILYN ST SW	41-17-28-452-033	2644	DANTON DR SW
41-17-28-227-025	2462	MARILYN ST SW	41-17-28-452-034	2632	DANTON DR SW
41-17-28-227-026	2456	MARILYN ST SW	41-17-28-452-035	2620	DANTON DR SW
41-17-28-227-027	2450	MARILYN ST SW	41-17-28-452-036	2606	DANTON DR SW
41-17-28-227-028	2444	MARILYN ST SW	41-17-28-452-037	2588	DANTON DR SW
41-17-28-425-020	2442	OAKVIEW DR SW	41-17-28-453-001	2710	GOLFBURY DR SW
41-17-28-428-021	4885	BYRON CENTER AVE SW	41-17-28-453-002	2698	GOLFBURY DR SW
41-17-28-451-003	2707	52ND ST SW	41-17-28-453-003	2686	GOLFBURY DR SW
41-17-28-451-010	2673	52ND ST SW	41-17-28-453-004	2674	GOLFBURY DR SW
41-17-28-451-012	2733	52ND ST SW	41-17-28-453-005	2662	GOLFBURY DR SW
41-17-28-451-014	2653	52ND ST SW	41-17-28-453-006	2650	GOLFBURY DR SW
41-17-28-451-019	2621	52ND ST SW	41-17-28-453-007	2638	GOLFBURY DR SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-17-28-453-008	2626	GOLFBURY DR SW	41-17-28-477-016	2505	DANTON DR SW
41-17-28-453-009	2614	GOLFBURY DR SW	41-17-28-478-001	2478	GOLFBURY DR SW
41-17-28-453-010	2602	GOLFBURY DR SW	41-17-28-478-002	2466	GOLFBURY DR SW
41-17-28-453-011	2709	DANTON DR SW	41-17-28-478-003	2454	GOLFBURY DR SW
41-17-28-453-012	2697	DANTON DR SW	41-17-28-478-012	2471	GOLFBURY DR SW
41-17-28-453-013	2685	DANTON DR SW	41-17-28-478-017	2481	DANTON DR SW
41-17-28-453-014	2673	DANTON DR SW	41-17-28-478-018	2463	DANTON DR SW
41-17-28-453-015	2661	DANTON DR SW	41-17-28-478-019	2511	BOWENTON PLACE SW
41-17-28-453-016	2649	DANTON DR SW	41-17-28-478-020	2499	BOWENTON PLACE SW
41-17-28-453-017	2637	DANTON DR SW	41-17-28-478-021	2487	BOWENTON PLACE SW
41-17-28-453-018	2625	DANTON DR SW	41-17-28-481-001	2486	DANTON DR SW
41-17-28-453-019	2613	DANTON DR SW	41-17-28-481-002	2474	DANTON DR SW
41-17-28-453-020	2601	DANTON DR SW	41-17-28-481-003	2535	BOWENTON PLACE SW
41-17-28-476-010	2459	GOLFTON DR SW	41-17-28-481-004	2564	DANTON DR SW
41-17-28-476-011	2489	GOLFBURY DR SW	41-17-28-481-005	2538	DANTON DR SW
41-17-28-476-012	5048	GOLFBURY CT SW	41-17-28-481-006	5121	DANTON CT SW
41-17-28-476-013	5036	GOLFBURY CT SW	41-17-28-481-007	5139	DANTON CT SW
41-17-28-476-014	5024	GOLFBURY CT SW	41-17-28-481-008	5134	DANTON CT SW
41-17-28-476-015	5012	GOLFBURY CT SW	41-17-28-481-009	5122	DANTON CT SW
41-17-28-476-016	5000	GOLFBURY CT SW	41-17-28-481-010	2498	DANTON DR SW
41-17-28-476-017	5023	GOLFBURY CT SW	41-17-28-481-014	2559	BOWENTON PLACE SW
41-17-28-476-019	2519	GOLFBURY DR SW	41-17-28-481-015	2547	BOWENTON PLACE SW
41-17-28-476-020	2531	GOLFBURY DR SW	41-18-19-327-022	344	BURT ST SE
41-17-28-476-021	2543	GOLFBURY DR SW	41-18-19-327-027	364	BURT ST SE
41-17-28-476-022	2555	GOLFBURY DR SW	41-18-19-327-028	368	BURT ST SE
41-17-28-476-023	2567	GOLFBURY DR SW	41-18-19-327-051	341	WILBUR ST SE
41-17-28-476-024	2579	GOLFBURY DR SW	41-18-19-327-052	351	WILBUR ST SE
41-17-28-476-025	2591	GOLFBURY DR SW	41-18-19-327-053	355	WILBUR ST SE
41-17-28-477-001	2516	GOLFBURY DR SW	41-18-19-327-054	363	WILBUR ST SE
41-17-28-477-002	2510	GOLFBURY DR SW	41-18-19-327-055	369	WILBUR ST SE
41-17-28-477-003	2498	GOLFBURY DR SW	41-18-19-327-061	350	BURT ST SE
41-17-28-477-004	2486	GOLFBURY DR SW	41-18-19-327-062	356	BURT ST SE
41-17-28-477-005	2495	GOLFTON DR SW	41-18-19-327-063	360	BURT ST SE
41-17-28-477-006	2584	GOLFBURY DR SW	41-18-19-328-019	346	WILBUR ST SE
41-17-28-477-007	2572	GOLFBURY DR SW	41-18-19-328-020	352	WILBUR ST SE
41-17-28-477-008	2554	GOLFBURY DR SW	41-18-19-328-021	360	WILBUR ST SE
41-17-28-477-009	2542	GOLFBURY DR SW	41-18-19-328-022	362	WILBUR ST SE
41-17-28-477-010	2524	GOLFBURY DR SW	41-18-19-328-023	372	WILBUR ST SE
41-17-28-477-011	2583	DANTON DR SW	41-18-19-328-039	4104	WOODSTOCK AVE SE
41-17-28-477-012	2565	DANTON DR SW	41-18-19-328-040	4110	WOODSTOCK AVE SE
41-17-28-477-013	2547	DANTON DR SW	41-18-19-328-042	4111	MADISON AVE SE
41-17-28-477-014	2523	DANTON DR SW	41-18-19-328-043	4115	MADISON AVE SE
41-17-28-477-015	2511	DANTON DR SW	41-18-19-328-044	4119	MADISON AVE SE

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-808

41-18-19-328-046	4132	WOODSTOCK AVE SE
41-18-19-328-050	4133	MADISON AVE SE
41-18-19-328-051	4137	MADISON AVE SE
41-18-19-328-052	4143	MADISON AVE SE
41-18-19-328-065	4148	WOODSTOCK AVE SE
41-18-19-328-066	4112	WOODSTOCK AVE SE
41-18-19-328-067	4118	WOODSTOCK AVE SE
41-18-19-328-074	4150	WOODSTOCK AVE SE
41-18-19-328-076	4151	MADISON AVE SE
41-18-19-328-080	4158	WOODSTOCK AVE SE
41-18-19-328-083	4161	MADISON AVE SE
41-18-19-401-003	4022	MADISON AVE SE
41-18-19-401-004	4024	MADISON AVE SE
41-18-19-401-005	4030	MADISON AVE SE
41-18-19-401-009	4042	MADISON AVE SE
41-18-19-401-010	4050	MADISON AVE SE
41-18-19-402-002	4108	MADISON AVE SE
41-18-19-402-012	4146	MADISON AVE SE
41-18-19-402-013	4154	MADISON AVE SE
41-18-19-402-014	4156	MADISON AVE SE
41-18-19-402-021	4110	MADISON AVE SE
41-18-19-402-022	4112	MADISON AVE SE
41-18-19-402-023	4114	MADISON AVE SE
41-18-19-402-024	4118	MADISON AVE SE
41-18-19-402-025	4124	MADISON AVE SE
41-18-19-402-026	4128	MADISON AVE SE
41-18-19-402-027	4132	MADISON AVE SE
41-18-19-402-028	4142	MADISON AVE SE
41-18-19-402-029	4144	MADISON AVE SE
41-18-19-402-031	4102	MADISON AVE SE
41-18-19-403-004	4203	ROGER B CHAFFEE SE
41-18-19-403-009	4005	ROGER B CHAFFEE SE

RESOLUTION NO. _____

RESOLUTION TO CONFIRM SPECIAL ASSESSMENT ROLL #21-809
FOR THE 2021 GYPSY MOTH SUPPRESSION PROJECT

WHEREAS:

1. Gypsy moths can cause damage such as plant defoliation, plant stress and susceptibility to secondary pests, caterpillar infestation and accumulation of caterpillar feces, slick and stained surfaces (e.g., cars, roofs, siding, windows, patios, decks, and driveways), allergic reactions, fouling of pools (and filtration systems) and ponds, an inability to enjoy outdoor settings, and potentially, reduced property values.
2. The City Assessor prepared proposed special assessment roll #21-809 to specially assess specially benefitted parcels (those depicted on Exhibit A and listed on Exhibit B) for costs of the 2021 gypsy moth suppression project consisting of the aerial application of naturally occurring bacteria call *Bacillus thuringiensis (Bt)* (under the brand name Foray 76 or equivalent), that is also used by organic gardeners (the "Project"), at the amount of \$75.00 per treated acre.
3. On April 19, 2021, after notice as required by state statute, the City Charter and city ordinances, the City Council held a public hearing on proposed special assessment roll #21-809 during which it heard and was provided copies of all oral and written objections and comments regarding the roll and following which it considered all those objections and comments.

NOW, THEREFORE, BE IT RESOLVED:

1. That special assessment roll 21-809 is confirmed and shall be transmitted to the City Treasurer for billing and collection.
2. The amounts specially assessed shall be billed in one installment on the Summer 2021 real property tax bill for each parcel so that the single payment will be due and payable on August 31, 2021 and, after that, will bear interest and penalties in the same manner and at the same rates and amounts as for late payment of real property taxes.
3. All resolutions and parts of resolutions in conflict with this resolution are rescinded to the extent of any such conflict.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 19, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

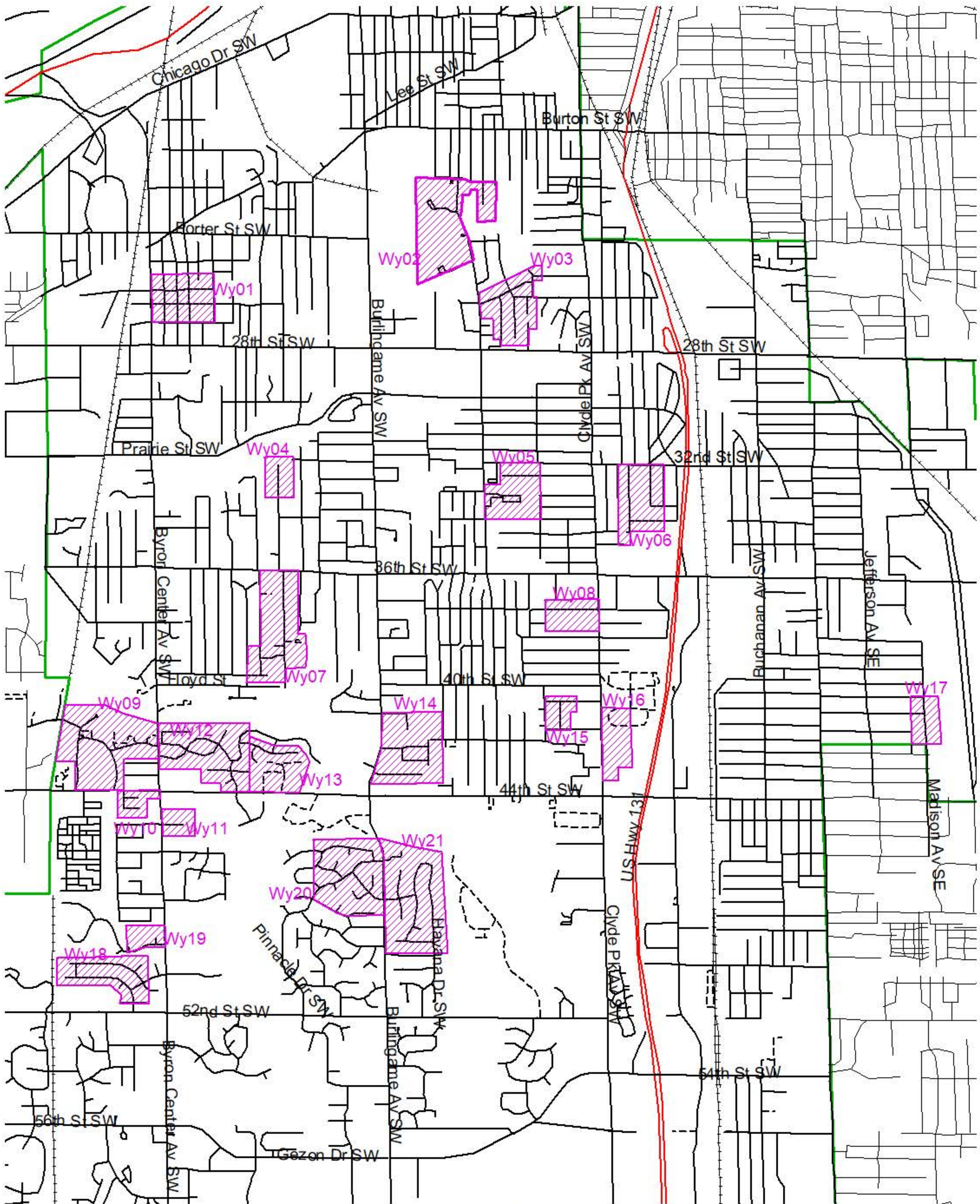
ATTACHMENTS:

Exhibit A - Aerial Spray Map

Exhibit B - Address and Parcel List

Resolution No. _____

City of Wyoming Gypsy Moth Survey Report for 2021 Season



Shaded areas are recommended for
aerial B.t. spray in Spring 2021



City Border

2020 Aquatic Consulting Services

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-809

41-17-10-327-008	2225	THORNWOOD ST SW	41-17-21-451-037	0	KENT TRAIL & R R ROW SW
41-17-11-101-012	2100	BURLINGAME AVE SW	41-17-21-451-042	2557	44TH ST SW
41-17-11-131-016	1250	BELFIELD ST SW	41-17-22-201-003	1948	36TH ST SW
41-17-11-131-018	1380	BELFIELD ST SW	41-17-22-201-007	1961	OAKCREST ST SW
41-17-11-131-019	1350	BELFIELD ST SW	41-17-22-201-008	1951	OAKCREST ST SW
41-17-11-176-005	2300	DE HOOP AVE SW	41-17-22-201-009	1960	OAKCREST ST SW
41-17-11-251-051	2223	MICHAEL AVE SW	41-17-22-201-010	1950	OAKCREST ST SW
41-17-11-252-051	2300	NEWSTEAD AVE SW	41-17-22-201-014	3651	GROVELAND AVE SW
41-17-11-351-064	2660	BURLINGAME AVE SW	41-17-22-201-019	3733	GROVELAND AVE SW
41-17-11-402-046	0	CE UTILITY R O W	41-17-22-201-022	3801	GROVELAND AVE SW
41-17-11-451-021	2640	DE HOOP AVE SW	41-17-22-201-023	3841	GROVELAND AVE SW
41-17-11-451-027	1155	28TH ST SW	41-17-22-201-024	3849	GROVELAND AVE SW
41-17-11-453-026	2627	JENKINS AVE SW	41-17-22-201-025	3855	GROVELAND AVE SW
41-17-11-453-031	2715	JENKINS AVE SW	41-17-22-201-044	4019	GROVELAND AVE SW
41-17-11-453-035	1040	26TH ST SW	41-17-22-201-051	1991	LA CROSSE ST SW
41-17-11-476-034	2624	JENKINS AVE SW	41-17-22-201-064	3751	GROVELAND AVE SW
41-17-11-476-045	1001	28TH ST SW	41-17-22-201-065	3753	GROVELAND AVE SW
41-17-13-303-037	3295	WOODWARD AVE SW	41-17-22-201-072	4005	GROVELAND AVE SW
41-17-13-304-055	3350	WOODWARD AVE SW	41-17-22-202-010	3700	GROVELAND AVE SW
41-17-13-304-056	618	32ND ST SW	41-17-22-202-049	3866	GROVELAND AVE SW
41-17-13-354-016	570	34TH ST SW	41-17-22-202-050	3914	GROVELAND AVE SW
41-17-14-402-007	1081	33RD ST SW	41-17-22-202-051	3920	GROVELAND AVE SW
41-17-14-402-012	1121	33RD ST SW	41-17-22-202-055	4004	GROVELAND AVE SW
41-17-14-402-018	1021	33RD ST SW	41-17-22-202-058	3930	GROVELAND AVE SW
41-17-14-402-029	3280	MICHAEL AVE SW	41-17-22-202-059	3966	GROVELAND AVE SW
41-17-14-402-034	1010	ROYAL OAK ST SW	41-17-22-202-062	1840	38TH ST SW
41-17-14-402-038	1102	ROYAL OAK ST SW	41-17-22-303-001	4050	BYRON CENTER AVE SW
41-17-14-402-039	1032	ROYAL OAK ST SW	41-17-22-303-002	2371	CRESTVIEW DR SW
41-17-14-404-001	3350	MICHAEL AVE SW	41-17-22-351-028	2225	HOLLIDAY DR SW
41-17-15-251-033	1904	PRAIRIE PARKWAY SW	41-17-22-354-068	4334	BYRON CENTER AVE SW
41-17-15-401-001	3217	GLADIOLA AVE SW	41-17-22-374-012	2215	44TH ST SW
41-17-15-401-005	3235	GLADIOLA AVE SW	41-17-22-376-007	2126	GREENVIEW CT SW
41-17-15-401-034	3275	GLADIOLA AVE SW	41-17-22-378-007	2138	HOLLIDAY DR SW
41-17-15-401-035	3309	GLADIOLA AVE SW	41-17-22-383-001	4361	IDLEWOOD DR SW
41-17-15-402-001	3210	GLADIOLA AVE SW	41-17-22-455-016	1901	44TH ST SW
41-17-15-402-004	3260	GLADIOLA AVE SW	41-17-22-476-034	4340	BURLINGAME AVE SW
41-17-15-402-005	3280	GLADIOLA AVE SW	41-17-23-226-015	850	36TH ST SW
41-17-15-402-006	3320	GLADIOLA AVE SW	41-17-23-227-021	991	38TH ST SW
41-17-15-402-040	3224	GLADIOLA AVE SW	41-17-23-276-023	990	38TH ST SW
41-17-15-402-041	3232	GLADIOLA AVE SW	41-17-23-276-024	3759	CLYDE PARK AVE SW
41-17-21-426-008	4041	BYRON CENTER AVE SW	41-17-23-303-019	1489	EMMA CT SW
41-17-21-451-026	2663	44TH ST SW	41-17-23-303-023	4178	EMMA AVE SW
41-17-21-451-034	2675	44TH ST SW	41-17-23-303-033	1476	EMMA CT SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Project, Special Assessment 21-809

41-17-23-303-035	1465	EMMA CT SW	41-17-27-286-033	4720	RIDGELAND CT SW
41-17-23-303-036	1477	EMMA CT SW	41-17-27-430-014	1643	PINECROFT CT SW
41-17-23-303-039	4125	EMMA AVE SW	41-17-28-226-012	2580	44TH ST SW
41-17-23-303-042	4134	BURLINGAME AVE SW	41-17-28-227-039	4415	BYRON CENTER AVE SW
41-17-23-303-043	4150	BURLINGAME AVE SW	41-17-28-401-008	5001	BYRON CENTER AVE SW
41-17-23-303-044	4166	BURLINGAME AVE SW	41-17-28-452-001	2759	GOLFBURY DR SW
41-17-23-303-045	4182	BURLINGAME AVE SW	41-17-28-452-015	2746	GOLFBURY DR SW
41-17-23-303-046	1425	42ND ST SW	41-17-28-476-018	5035	GOLFBURY CT SW
41-17-23-354-037	1555	43RD ST SW	41-18-19-328-045	4125	MADISON AVE SE
41-17-23-354-042	4262	BURLINGAME AVE SW	41-18-19-403-013	4037	ROGER B CHAFFEE SE
41-17-23-354-043	4280	BURLINGAME AVE SW	41-18-19-403-015	4101	ROGER B CHAFFEE SE
41-17-23-355-040	1427	43RD ST SW	41-18-19-403-016	4131	ROGER B CHAFFEE SE
41-17-23-355-041	1431	44TH ST SW	41-18-19-403-017	4181	ROGER B CHAFFEE SE
41-17-23-355-052	4308	HAVANA AVE SW			
41-17-23-376-001	1368	42ND ST SW			
41-17-23-428-002	4101	CLYDE PARK AVE SW			
41-17-23-428-003	900	FLOYD ST SW			
41-17-24-301-001	4100	CLYDE PARK AVE SW			
41-17-24-301-043	4300	CLYDE PARK AVE SW			
41-17-24-301-044	4350	CLYDE PARK AVE SW			
41-17-26-101-032	0	BUCK CREEK NAT PRSV			
41-17-26-101-037	4586	BURLINGAME AVE SW			
41-17-26-101-079	4653	GRENADIER DR SW			
41-17-26-154-002	4661	GRENADIER DR SW			
41-17-26-154-012	4647	GRENADIER DR SW			
41-17-26-154-014	4623	GRENADIER DR SW			
41-17-26-154-015	4601	GRENADIER DR SW			
41-17-26-157-015	4764	HAVANA AVE SW			
41-17-26-301-001	4804	BURLINGAME AVE SW			
41-17-26-301-020	1563	TRENTWOOD ST SW			
41-17-26-301-027	4861	CRANWOOD AVE SW			
41-17-26-301-036	4860	BURLINGAME AVE SW			
41-17-26-301-037	4880	BURLINGAME AVE SW			
41-17-26-301-038	4832	BURLINGAME AVE SW			
41-17-26-301-039	4850	BURLINGAME AVE SW			
41-17-26-302-017	1562	TRENTWOOD ST SW			
41-17-26-401-001	4807	CLYDE PARK AVE SW			
41-17-27-101-019	4474	BYRON CENTER AVE SW			
41-17-27-101-022	4550	BYRON CENTER AVE SW			
41-17-27-101-027	2220	44TH ST SW			
41-17-27-126-012	2100	44TH ST SW			
41-17-27-226-015	1650	R W BERENDS DR SW			
41-17-27-278-041	1811	DEEPWOOD DR SW			

RESOLUTION NO. _____

RESOLUTION TO AMEND CITY COUNCIL POLICY MANUAL SECTIONS 4.01
AND 4.02 TO REVISE THE APPOINTMENT POLICY

WHEREAS:

1. State laws, the City Charter, the city's Code of Ordinances, articles of incorporation, and other documents applicable to bodies created or controlled by the city and others provide for appointments to be made by or approved or confirmed by the city council.
2. The city council wishes to establish a procedure for appointments.

NOW, THEREFORE, BE IT RESOLVED:

1. That sections 4.01 and 4.02 of the City Council Policy Manual are amended to read as follows:

4.01 – Appointment Preference. If a qualified individual who is not currently serving applies for appointment to a board, commission or other body created by or controlled by the city, that applicant shall be accorded preference for appointment over an incumbent member of that body whose term is expiring and who has served on that body for the following consecutive periods:

1. If appointments are for 3-year terms, a total of 3 terms or 9 years.
2. If appointments are for 4-year terms, a total of 2 terms or 8 years.
3. If appointments are for 5-year terms, a total of 2 terms or 10 years.
4. If appointments are for 7-year terms, only 1 term or 7 years.

The city council may waive this preference upon the recommendation of the appointing officer or body if the city council determines current circumstances warrant retaining the incumbent member of that body.

Applications for all qualified applicants will be retained by the city clerk for two years.

4.02 - Appointments and Reappointments.

A. An individual desiring to serve on a city body may file an application with the city clerk on a form provided by the city clerk. The city clerk will retain applications filed by qualified individuals for 2 years.

B. The city clerk will periodically, and as requested by the mayor or city manager, inform the city council about current or upcoming vacancies or the expiration of the term(s) of members of city bodies. The information the city clerk provides will include:

1. The body with the current or upcoming vacancy or term expiration.
2. The dates of the vacancy or term expiration.
3. The name of the incumbent holder of that position and the number of terms served or name of the person who most recently held the position.
4. The circumstances of the vacancy – whether due to term expiration, an expressed desire not to be reappointed, resignation, disqualification due to moving out of the city or other reason, removal from office, or other reason.
5. Who makes the appointment – the mayor, another city official, the city council, or other body.
6. What, if any qualifications are required for the appointment – *e.g.*, being a city elector, having stated backgrounds or expertise, being representative of a body or group, etc.
7. A list of applicants for each vacancy or term expiration.
8. The length of the term or partial term for which the appointment will be made.
9. Copies of the applications.
10. Any additional information about the vacancy such as staff feedback, information from or about the body involved, or other information the city clerk believes may be helpful to the city council's consideration.

C. Except in circumstances where there is a reasonable need to act more quickly, no appointment shall be placed on an agenda for city council action until at least one city council

work session has been held after the information detailed in subsection B has been provided to the city council for that appointment.

D. The city clerk, at the direction of the mayor or city manager, shall prepare appropriate resolutions regarding appointment and reappointment for city council consideration. The resolutions shall include the name(s) of the individual(s) the appointing officer or body has appointed. If the appointment is to be made by the city council, the individual named in the resolution will be the individual who appears at the work session to have been the city council's choice.

E. The city clerk, at the direction of the mayor or city manager, shall prepare resolutions of appreciation for city council consideration.

F. No individual will be appointed to more than one body for which compensation is paid.

G. A member of a body who wishes to resign prior to the end of the individual's term, shall file a letter of resignation with the city clerk. If an individual does not do so, if an individual is no longer qualified to serve on the body, or an individual is removed from the body by the body, the chair of that body and/or staff liaison must inform the city clerk of the resignation, disqualification, or removal.

H. The city clerk will notify the staff liaison and chair of a body of appointments made to the body.

I. When making appointments, consideration must be given to (i) the qualifications of applicants and others being considered, (ii) the body's requirements and needs, (iii) assuring broad community representation, and (iv) ensuring city bodies reflect the community demographically and geographically.

J. If an appointment may involve an individual addressed in City Charter section 5.13, the city council will ensure the minutes reflect it was aware of that provision and will require a unanimous vote to approve, confirm, or make the appointment or reappointment.

2. All resolutions and parts of resolutions are, to the extent of any conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on April 19, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: March 30, 2021
Subject: Appointments Policy
From: Kelli A. VandenBerg, City Clerk
Meeting Date: April 19, 2021

BACKGROUND:

The city council recently questioned the procedures used in recommending and making appointments to city bodies, including boards and commissions.

RECOMMENDATION:

Adopt a resolution to amend Sections 4.01 and 4.02 of the City Council Policy Manual which address appointments to boards and commissions.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is served when (i) community members serve on city boards and commissions, (ii) when board and commission members have needed qualifications and desired abilities and characteristics, and (iii) when boards and commissions broadly reflect the community.

Safety – This resolution will have no impact on safety.

Stewardship – This resolution will not affect stewardship issues.

DISCUSSION:

The city council requested modifications to its appointment policy and this resolution is the result of that request.

BUDGET IMPACT:

There will be no budget impact from this policy revision.

RESOLUTION NO. _____

RESOLUTION TO AMEND CITY COUNCIL POLICY MANUAL SECTION 8
TO REVISE THE WATER AND SEWER USE, MAINTENANCE, REPAIR,
AND BACKUP POLICY

WHEREAS:

1. Chapter 86 of the Code of Ordinances, City of Wyoming, Michigan (“Chapter 86”) establishes certain legal rights and responsibilities for operation, use, maintenance, repair, and replacement of the city’s water and sanitary sewer systems and their components along with penalties for violations.
2. Section 8 of the Revised City Council Policy Manual currently addresses issues related to water and sanitary sewer line maintenance, repairs, breaks and backups.
3. City policies that do not require on-going City Council action are being removed from the Revised City Council Policy Manual.

NOW, THEREFORE, BE IT RESOLVED:

1. The Water Line Break – Sanitary Sewer Backup Policy is approved in the form attached as Exhibit A and city officers, employees and agents are authorized and directed to implement and enforce it according to its terms.
2. Section 8 of the City Council Policy Manual, entitled “Utilities,” is rescinded.
3. All resolutions and parts of resolutions are, to the extent conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 19, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Water Line Break – Sanitary Sewer Backup Policy

Resolution No. _____

STAFF REPORT

Date: April 14, 2021

Subject: Water Line Break – Sewer Backup Policy and Chapter 86 of the Code of Ordinances

From: Jennifer Brunsink, Office Specialist
Aaron Vis, Assistant Director of Public Works - Maintenance

Meeting Date: April 19, 2021

RECOMMENDATION:

It is recommended that the City Council adopt the Resolution approving the revised Water Line Break – Sewer Backup Policy and the proposed ordinance amending portions of Chapter 86 of the Code of Ordinances which establishes legal rights and responsibilities of the city's water and sanitary sewer systems.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming provides financial assistance and resources to owners and occupants of property affected by water/sewer events, even when not legally liable. The assistance and resources provided to residents during these events help to ensure quick and safe clean-up that could pose health concerns and helps to protect property values by assisting with property damage reimbursement.

DISCUSSION:

The City of Wyoming graciously assists property owners with financial reimbursement for water/sewer events that may occur within their home. Revision of the Water Line Break – Sewer Backup Policy and Chapter 86 of the Code of Ordinances will establish clear direction for operation, use, maintenance, repair and replacement of the city's water and sanitary sewer systems. The implementation and enforcement of this resolution will establish a more fair and equitable reimbursement policy for property owners while protecting the utility funds from excessive costs from under- or non-insured claims.

BUDGET IMPACT:

The proposed changes to the Water Line Break – Sewer Backup Policy will provide a cost savings to the City by providing a cap on the amount of reimbursement allowed for each event. The projected savings amount of \$25,000/year will vary based on the number of water/sewer events that may occur.

Exhibit A



WATER LINE BREAK – SEWER BACKUP POLICY

APRIL 2021

2660 BURLINGAME AVE SW
WYOMING, MI 49509
PHONE: (616) 530-7260
FAX: (616) 261-7103
www.wyomingmi.gov

UTILITIES CLAIMS COORDINATOR:
CONTACT PUBLIC WORKS – 616-530-7260
E-MAIL: wsclaims@wyomingmi.gov

COMMUNITY COMMITMENT

The City of Wyoming envisions a “diverse, strong, and authentic community where all individuals have the opportunity to thrive.” Wyoming’s mission seeks to accomplish that mission by focusing city services on furthering “community, safety and stewardship.”

Occasionally, despite the extraordinary attention Wyoming gives its infrastructure, water lines will break and sanitary sewers will backup. Owners and occupants of affected property may lack the knowledge or means to quickly and effectively address property damage and, more importantly, health and safety concerns. Some may despair. Some may overreact, discarding salvageable structural materials or personal items. Some may underreact, resulting in further damage from standing water or saturated materials or items. Prudent owners or occupants with the means to do so may be insured.

In a few circumstances, the city may be legally responsible for damages from breaks or backups. Given city diligence, in most circumstances, the city will not be legally obligated. Nevertheless, to support the community and address health and safety concerns, the city offers this policy to provide some financial relief and practical assistance to those affected by water line breaks or sanitary sewer backups. This policy is not intended to replace homeowners’ or renters’ insurance and is not intended to fully reimburse property owners and occupants. It is intended to provide some reimbursement.

POLICY

§1 – Adoption.

City Council approval by a resolution adopted April 19, 2021, makes this official city policy.

§2 – Applicability.

A. This policy applies to breaks in city water lines or backups of city sanitary sewers (i) for which the city has responsibility under section 86-3 of the City Code, and (ii) that damage buildings within the city.

1. It does not apply to property lying outside the city even if served by city utilities.
2. It does not apply to property inside the city served by water or sanitary sewer services provided by another local government.
3. It does not cover damage outside a building.

B. City and property owner responsibility differ for water and sanitary sewer and for residential and non-residential services.

1. Definitions of the types of services are provided in City Code subsections 86-11(i) through (l):
 - (i) *Non-residential sewer service* means a sanitary sewer service lateral of any diameter that services property used as an industrial, commercial or multi-family (3 or more unit) residential building.
 - (j) *Non-residential water service* means a water service (i) with a diameter of greater than 1.0 inch, or (ii) or a water service of any diameter that services an industrial, commercial, or multi-family (3 or more unit) residential building.
 - (k) *Residential sewer service* means a sanitary sewer service lateral of any diameter that services any single family or duplex residence.
 - (l) *Residential water service* means only a 1” diameter water service that supplies potable water to any single family or duplex residence.

2. The responsibilities are set out in City Code section 86-3:

Sec. 86-3. – Ownership and responsibility.

Unless changed by a written contract or other written arrangement signed by the either (i) the city manager or (ii) the mayor and city clerk:

(a) For city water system residential water services, the city is responsible for operation and maintenance of (i) the water main, (ii) the pipe between the water main and the curb stop, and (iii) the curb-stop and stop box, (iv) up to 100 feet of the water line from the curb-stop to the meter, and (v) the valves on the upstream side of the meter. The water meter inside or outside a building and the AMI devices in or on a building served by the water system are the property of the city and is otherwise subject to the provisions in article II of this chapter. The property owner is responsible for valving after the meter (downstream) and other valves, piping and facilities in the premises downstream of the water meter.

(b) For city sanitary sewer system residential sanitary service, the city is responsible for the sewer main and for the sewer lateral between the main and the property line. The property owner is responsible for the lateral, the building sewer and for all other pipes and components on the owner's property.

(c) For city water system non-residential water services (including multi-family residential buildings), the city is responsible for operation and maintenance of (i) the water main, (ii) the pipe between the water main and the curb stop, and (iii) the curb-stop and stop box. The water meter inside a building and the AMI devices in or on a building served by the water system are the property of the city and are otherwise subject to the provisions in article II of this chapter. The property owner is responsible for other piping and facilities on the property owner's property.

(d) For city sewer system non-residential sanitary sewer services (including multi-family residential buildings), the city is responsible for operation and maintenance of the sanitary sewer main and the property owner is responsible for any stub off the main, laterals, building sewer and all pipes and components except the sanitary sewer main.

C. Under applicable state law, 2002 PA 222, MCL 691.1416 *et seq.*, the city is legally responsible for damages from sewer backups or overflows only under limited circumstances. In these circumstances, the city's insurer will handle claims.

1. Generally, the city is legally responsible only for economic damages.
2. The city is legally responsible for noneconomic damages (*e.g.*, pain, suffering, inconvenience, physical impairment, disfigurement, mental anguish, emotional distress, loss of society and companionship, loss of consortium, injury to reputation, humiliation, and other nonpecuniary damages) only if the backup caused the claimant to suffer serious impairment of a bodily function or permanent serious disfigurement.
3. The claimant must show:
 - a. The city owned the sewer line that resulted in the backup or overflow.
 - b. The line or other part of the city sewer system was defective.
 - c. City personnel knew, or with reasonable diligence should have known, about the defect.
 - d. The city failed to take reasonable steps in a reasonable amount of time to repair, correct, or remedy the defect.
 - e. Reasonable proof of ownership and of the value of the damaged property.
4. Within 45 days of the backup or overflow, the claimant must provide written notice to the city and take other steps as required by MCL 691.1419.

D. Claims for which the city may be legally liable under subsection C will be forwarded to and addressed by the city insurer. All other claims will be addressed by the city's utility claims coordinator as provided in this policy.

§3 – Definitions and Interpretation.

A. The following definitions apply to words and phrases in this policy unless the context clearly indicates otherwise:

1. *Applicable law* means any state or federal laws, rules, regulations, permit or license requirements, or orders.
2. *City* or *Wyoming* means the City of Wyoming, Kent County, Michigan.
3. *City Code* means the Code of Ordinances, City of Wyoming, Michigan generally available at https://library.municode.com/mi/wyoming/codes/code_of_ordinances or in the city clerk's office.
4. *City Council* means the Wyoming City Council.
5. *City insurer* means the Michigan Municipal Risk Management Authority (MMRMA) or any insurance carrier selected by the city to succeed it.
6. *City staff* means city officers and employees, and other city agents.

7. *Utilities claims coordinator* means the individual designated under this policy by the director of the city's department of public works to serve that role.

B. Identification of a city official by title includes that official's superiors and designee(s).

C. Identification of any federal or state agency by name or any city department by name includes its successor agency or department.

§4 – Disclaimer.

A payment made under this policy is not an admission of the city's legal responsibility for the damage or for the circumstances causing the damage. To the contrary, this policy applies only to circumstances for which the city has no legal responsibility.

§ 5 – Utility Claims Coordination.

The director of the city's department of public works will designate a utility claims coordinator. That individual may consult with other staff of the department of public works, including without limitation, the city engineers and personnel of the city's water or sanitary utilities, and consult with the city manager's office, the city treasurer, the city finance department, the city attorney, and any other city personnel the utility claims director deems appropriate. The utility claims coordinator may also engage an insurance adjuster through or with assistance from the city's insurer and engage other outside consultants as may be helpful to reviewing and responding to claims under this policy.

§6 – Claims Process.

A. When a water line break, sewer backup or overflow, or other circumstance occurs, the property owner or occupant should contact the city's public works office at the following telephone number that is available 24 hours of every day: **(616) 530-7260**.

1. Responding public works staff will:

a. Inspect the affected property to ascertain the extent of the break, backup or overflow, and to attempt to ascertain the cause of the circumstances.

b. If cleaning appears it may be needed, advise the property owner(s) and occupant(s) about this policy and options under the policy for cleaning and disinfecting the affected property.

(i) If the property owner or responsible occupant engages the city's contracted cleaning/disinfectant vendor, unless fully covered by the property owner's or occupant's insurance, the city will reimburse up to \$3,000 of the cost. This is in addition to other amounts that may be paid under this policy unless it is fully covered by any insurance.

(ii) If the property owner or responsible occupant undertakes cleaning/disinfection without engaging the city's contracted vendor, the city will reimburse up to \$2,000 of actual costs incurred to hire a licensed cleaning contractor based on a copy of the cleaning contract and receipts. This is in addition to other amounts that may be paid under this policy unless it is fully covered by any insurance.

c. If the individual calling:

(i) Has the authority to do so and wishes to engage the city's contracted vendor, call the city's vendor to inform the vendor of the claim and put the individual calling and city's contracted vendor in touch with one another.

(ii) Lacks the needed authority to engage a cleaning and disinfecting service, determine who might have that authority and seek contact information for that individual to ensure the individual with authority is aware of the situation and available cleaning and disinfection options.

2. On a city general business day, the utility claims coordinator will

a. Follow-up with affected property owners and/or occupants to advise them about (i) this policy, (ii) making an insurance claim, and (iii) differences in total reimbursement under this policy depending on whether insurance coverage may or may not be available and whether an insurance claim is or is not made.

b. Send via e-mail or other means a copy of this policy to the owner and, if different, also the occupant(s) of the affected property.

- c. Document the steps taken.
- 3. City public works personnel will attempt to ascertain the cause of the circumstances and:
 - a. If the cause is within lines or other facilities that are the responsibility of the city as described in subsection 2.B of this policy, promptly take actions to address that cause.
 - b. If the cause is within lines or other facilities that are not the responsibility of the city, notify the property owner and/or occupants of the suspected cause of the circumstance.
 - c. Notify the utility claims coordinator of the preliminary determination about the cause of the circumstance and any communications with owners or occupants of the affected property.
 - d. Document these steps.

3. If it appears to the utility claims coordinator or other public works personnel that the owner(s) or occupant(s) of the affected property may lack the financial means to address the situation or, if needed, to vacate the premises, the utility claims coordinator will provide the owner(s) or occupant(s) information about agencies, nonprofit entities, churches or others who may be able to provide some immediate assistance. In extraordinary situations, the utility claims coordinator, after consultation with the public works director (or the director's designee) may offer additional assistance for the time a residential premises may not be safe to occupy due to a water line break or sewer backup.

B. All claims for reimbursement can be initiated by a letter or other written request submitted to the utility claims coordinator. The letter and all other documentation must be submitted with a statement attesting to the truthfulness of the information provided.

C. Claims under this policy will fall within 3 categories depending upon whether there is available insurance coverage and whether the insured determines to make a claim under available insurance. The amounts that may be paid under this policy will depend upon the category.

- 1. Some of or all of the claim is covered by insurance.
- 2. Some of or all of the claim may be covered by insurance, but the insured chooses not to make a claim.
- 3. None of the claim is covered by insurance either because the insurance company denied coverage, or the claimant has no insurance.

D. All claims will require:

- 1. Proof of ownership of the items for which the claim for reimbursement is made or other proof that reimbursement is due the claimant (such as a copy of a lease or other contract making the claimant responsible for damage or repair).
- 2. Approved cleaning and disinfection services include only the following:

Service call charge	Disposal of items (photos of disposed items)
Extraction of water	Furnish and place air movers and dehumidifiers
Cleaning and disinfecting of floors and	Clean and disinfect furniture and misc. personal
Mold and mildew treatment	Content manipulation
Removal of carpet, pad (sq. ft. amount)	Monitoring equipment
Removal of furniture and personal items	Inventory and photos (photos of disposed items)

- 3. Photos of items for which reimbursement was sought, showing the damage.
- 4. Reasonable proof of the date of acquisition, cost of acquisition, age, condition, and damage of the items for which reimbursement is sought.
- 5. For structural items:
 - a. A description of the repairs made and why those repairs were needed.
 - b. At least two estimates for repairs.
 - c. Repair reimbursement will be only for repairs using comparable items. No reimbursements will be made to upgrade or improve the quality or condition of the premises.

E. If losses result from unlawful occupancy or use of a premises or part of a premises (for example, use of a basement as a bedroom without required egress or renting a premises or part of a premises without registering it as required), or from improvements that were made in a manner violating applicable construction codes, a claim may be denied.

§7 – Claim Covered by Insurance.

A. In addition to all other information required under this policy, a claim under this section include proof about the amounts and limits of available coverage and any deductibles. This may be in the form of a letter from the insurance company, insurance agent, adjuster or other insurance representative.

B. To the extent it is not covered by insurance, cleaning and disinfection will be covered up to \$3,000 if the city's contracted vendor is used and up to \$2,000 if cleaning and disinfection is undertaken by another licensed cleaning contractor retained by the property owner(s) or occupant(s).

C. Reimbursement will be made for insurance deductibles.

D. If the total exceeds the coverage limits, reimbursement will be made for 50% of current value of disposed items (based on age and condition) up to \$2,500 per property in any 12-month period.

E. If the total exceeds the coverage limits, reimbursement will be made for 85% of the cost of structural repairs using comparable items and quality up to \$7,500 per property in any 12-month period. Bids and receipts are required.

F. The combined total of reimbursement for the deductible, amounts exceeding coverage limits, cleaning exceeding the allowance (\$3,000 if the city's contracted vender is used or \$2,000 if others provide the services), contents and repair may not exceed a grand total \$7,500 per property in any 12-month period.

§8 – Possible Insurance, But No Claim Made.

A. If a property owner or occupant has insurance coverage but decides not to make a claim (for example, if the insured's deductible amount is greater than the total loss of contents and repair) in addition to all other information required under this policy, the claimant must provide written proof of the amount of the deductible in the form of a copy of the policy and endorsements, a copy of the certificate of insurance, a letter from the insurance company, or other written documentation acceptable to the utility claims coordinator. Reimbursement will be made only up to the amount of the deductible as stated on the insurance policy, endorsement(s), and certificates and up to the maximums listed below.

B. Cleaning and disinfection will be covered up to \$3,000 if the city's contracted vendor is used and up to \$2,000 if cleaning and disinfection is undertaken by others.

C. Reimbursement will be made for 50% of current value of disposed items (based on age and condition) up to \$2,500 per property in any 12-month period.

D. Reimbursement will be made for 85% of the cost of structural repairs using comparable items and quality up to \$7,500 per property in any 12-month period. Bids and receipts are required.

E. The combined total of reimbursement for cleaning exceeding the allowance (\$3,000 if the city's contracted vender is used or \$2,000 if others provide the services), contents and repair may not exceed a grand total \$7,500 per property in any 12-month period.

§9 – No Insurance Coverage.

A. If a property owner or occupant has insurance but coverage is denied, in addition to all other information required under this policy, the claimant must provide a copy of the letter denying coverage.

B. If a claimant has not insurance, in addition to all other information required under this policy, the claimant must provide a notarized statement attesting the claimant has no insurance on the premises or contents. (Note, a failure to carry property owners' insurance may violate requirements in a mortgage or other home financing.)

C. Cleaning and disinfection will be covered up to \$3,000 if the city's contracted vendor is used and up to \$2,000 if cleaning and disinfection is undertaken by others.

D. Reimbursement will be made for 50% of current value of disposed items (based on age and condition) up to \$2,500 per property in any 12-month period.

E. Reimbursement will be made for 85% of the cost of structural repairs using comparable items and quality up to \$7,500 per property in any 12-month period. Bids and receipts are required.

F. The combined total of reimbursement for cleaning exceeding the allowance (\$3,000 if the city's contracted vendor is used or \$2,000 if others provide the services), contents and repair may not exceed a grand total \$7,500 per property in any 12-month period.

RESOLUTION NO. _____

RESOLUTION TO APPROVE CITY SEASONAL EMPLOYMENT
FOR A RELATIVE OF AN APPOINTIVE OFFICAL

WHEREAS:

1. The 62A District Court received an application from Rylee Vandenberg to serve as a seasonal deputy court clerk for the 62A District Court, and Rylee has met the requirements and qualifications for this position.
2. Rylee Vandenberg’s mother, Kelli Vandenberg, serves as the City of Wyoming’s Clerk, an appointed official for the City of Wyoming.
3. Under Section 5.13 of the City Charter, relatives of elective or appointive officials may hold an appointive office or employment during the terms of office of those elective or appointive officers only if the City Council unanimously determines it is in the best interests of the City for them to do so.
4. While it is not clear that this City Charter provision applies to seasonal hiring, this resolution is provided to ensure all possibility needed approvals are given.

NOW, THEREFORE, BE IT RESOLVED:

1. It is in the best interest of the City for Rylee Vandenberg to serve as a seasonal deputy court clerk for the 62A District Court.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 19, 2021.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:
City Charter Sec. 5.13

Resolution No. _____

Sec. 5.13. - Antinepotism.

Unless the Commission shall, by unanimous vote, which vote shall be recorded as part of its official proceedings, determine that the best interests of the city shall be served, the following relatives of any elective or appointive officer are disqualified from holding any appointive office or employment during the term for which said elective or appointive officer was elected or appointed: spouse, child, parent, grandchild, grandparent, brother, sister, half-brother, half-sister, or the spouses of any of them. All relationships shall include those arising from adoption. This section shall in no way disqualify such relatives or their spouses who are bona fide appointive officers or employees of the city at the time of the election of any elective official.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT TO GRAND ELK RAILROAD, INC., FOR
ANNUAL MAINTENANCE OF TRAFFIC CONTROL DEVICES AT RAILROAD
CROSSINGS IN THE CITY OF WYOMING

WHEREAS:

1. Grand Elk Railroad owns railroad tracks within the City of Wyoming crossing several major streets which require the use of proper traffic control devices.
2. State of Michigan Act 354 of 1993 requires that all road authorities participate in the annual maintenance cost of railroad crossings with active traffic control devices.
3. The rate per crossing is established in Act 354 and depends on the various traffic control devices at each location.
4. Grand Elk Railroad, Inc., has completed maintenance of these traffic control devices for calendar year 2020, and has submitted an invoice to the City of Wyoming in the amount of \$19,350 for reimbursement.
5. It is recommended that City Council authorize payment to Grand Elk Railroad, Inc., for the cost of annual maintenance of its control devices in the amount of \$19,350.
6. This cost can be funded out of the major street fund account number 202-441-47400-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorize payment to Grand Elk Railroad, Inc., for annual maintenance of traffic control devices to railroad crossings in the amount of \$19,350.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 19, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Invoice
Act No. 354

Resolution No. _____

STAFF REPORT

Date: April 13, 2021

Subject: Authorize Payment to Grand Elk Railroad, Inc.

From: Russ Henckel, Assistant Director of Public Works – Engineering

Date of Meeting: April 19, 2021

RECOMMENDATION:

It is recommended that the City Council authorize payment to Grand Elk Railroad, Inc., in the amount of \$19,350 for the cost of annual maintenance on its control devices for the 2020 calendar year.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming continues to maintain a high-quality street and utility infrastructure. Annual maintenance is required to ensure systems are operating correctly and efficiently. Well maintained Railroad crossings promote safe and efficient vehicular travel for the residents of Wyoming and add to the economic strength of the community.

DISCUSSION:

Grand Elk Railroad owns railroad tracks within the City of Wyoming, crossing several major streets which require the use of proper traffic control devices including flashing signals and cantilever arms. Per the MCL 462.311, the road authorities participate in the annual maintenance cost of the railroad crossings with active traffic control devices. Grand Elk Railroad, Inc. has completed maintenance of these traffic control devices for calendar year 2020 and has submitted an invoice to the City of Wyoming in the amount of \$19,350 for reimbursement.

BUDGET IMPACT:

Sufficient funds are available in the major street fund account number 202-441-47400-930.000.



Grand Elk Railroad, Inc.
 315 West 3rd Street
 Pittsburg KS 66762

Invoice

WATCO

For Billing Questions or Disputes Contact:

Information	
Invoice Number	91395813
Invoice Date	03/31/2021
PO No.	2020-Signal Mainte
PO Date	03/31/2021
Customer No.	9029
Invoice Amt	19,350.00
Terms of Payment	30 Days
Include Invoice Number with Payment	

Sold-To-Party

City of Wyoming
 1155 28th St. SW
 Wyoming MI 49509

Bill-To-Party:

City of Wyoming
 1155 28th St. SW
 Wyoming MI 49509

Additional Billing Comments:

Item	Material Description	Quantity	Unit Price	Total
10	2020-Signal Maint-MCL 462315(3)	1 EA	19,350.00	19,350.00
Total Amount in Currency USD				19,350.00

Please Remit Check Payments to:

Grand Elk Railroad, Inc.
 39575 Treasury Center
 Chicago, IL 60694-9500

Please Remit ACH or EFT Payments to:

BMO Harris Bank
 ABA# 071000288
 ACCOUNT# 1430137371
 ACCT NAME: Watco Companies, L.L.C.



Grand Elk Railroad, Inc
 315 W 3rd St
 Pittsburg, KS 66762

Bill-To-Party	Information
City of Wyoming 1155 28th St SW Wyoming, MI 49509 accounts payable@wyomingmi.gov	Invoice Number 2020-Signal Maintenance Invoice Date 3/31/2021 Customer No. 9029 PO Number MCL 462315(3) Invoice Amount \$ 19,350.00 Terms of Payment Due Upon Receipt

**Listing of Active Crossing Traffic Control Devices
 and Road Authority Fee Schedule in Accordance with
 MCL 462.315(3) - RAILROAD CODE OF 1993 - Act 354 of 1993**

Current schedule of fees - Effective 12-21-2012

Type Code	Rate	Description
Type 1	\$ 1,271.00	Flashing signals on single track
Type 2	\$ 1,978.00	Flashing signals and gates on a single track
Type 3	\$ 1,481.00	Flashing signals with cantilever arm on a single track
Type 4	\$ 2,389.00	Flashing signals with cantilever arm with gates on a single track
Type 5	\$ 2,257.00	Flashing signals and gates on multiple tracks
Type 6	\$ 2,398.00	Flashing signals with cantilever arms and gates on a multiple track
Type 7	\$ 1,269.00	Flashing signals on a multiple track
Type 8	\$ 1,375.00	Flashing signals with cantilever arms on multiple track

*** Note: Actual Cost Per Agreement.

DOT	Road Crossing	Type Code	Description of Traffic Control Devices	Road Authority Maintenance Fee per PA354 of 1993
				2021
543868A	36th Stree SE	Type 3	Flashing signals with cantilever arm on a single track	\$ 1,481.00
543869G	Eastern Avenue	Type 3	Flashing signals with cantilever arm on a single track	\$ 1,481.00
543870B	32nd Street	Type 3	Flashing signals with cantilever arm on a single track	\$ 1,481.00
543871H	Madison Avenue	Type 3	Flashing signals with cantilever arm on a single track	\$ 1,481.00
543874D	Buchanan Street	Type 3	Flashing signals with cantilever arm on a single track	\$ 1,481.00
545751Y	54th Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 2,389.00
545752F	50th Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 2,389.00
545753M	44th Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 2,389.00
545754U	36th Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 2,389.00
545755B	32nd Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 2,389.00

Total Annual Amount - City of Wyoming

\$	19,350.00
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RAILROAD CODE OF 1993 (EXCERPT)
Act 354 of 1993

462.311 Passive traffic control devices; street lighting.

Sec. 311. (1) The road authority, at its own expense, shall furnish, renew, and maintain all passive traffic control devices on public streets or highways approaching grade crossings of streets and highways with railroad tracks, including the various advance warning signs, railroad pavement markings, railroad grade crossing signs, number of tracks signs, and other special signs located, designed, and maintained as prescribed by the Michigan manual of uniform traffic control devices. The number of tracks sign shall include a designation "railroad crossing _____ tracks" (insert number of tracks), indicating the actual number of tracks to be crossed. If there is only 1 track in the crossing, the sign stating the number of tracks shall be omitted. These passive traffic control devices shall conform to designs prescribed by the department and shall be subject to revision from time to time as the department considers necessary in the interest of public safety, conforming as closely as possible with generally recognized national standards.

(2) The department, for the purposes of this act, may install and maintain or arrange for the installation and maintenance of highway street lighting at any grade crossing of a state trunkline highway.

History: 1993, Act 354, Imd. Eff. Jan. 14, 1994.

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR THE 2021 PUBLIC WORKS POND
REHABILITATION PROJECT AND TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE THE CONTRACT

WHEREAS:

1. On April 13, 2021, the City received two (2) bids for the proposed pond rehabilitation on the Public Works property.
2. The Engineering Department recommends that the City Council award the bid to the low bidder, Katerberg Verhage, Inc. for \$256,766.
3. The total cost for this project will be financed out of the Capital Improvement Fund Account No. 400-441-45200-972.452, but a budget amendment is necessary:

Construction	\$256,766
<u>Engineering & Contingencies</u>	<u>\$23,234</u>
Total Project Cost	\$280,000

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the 2021 Public Works Pond Rehabilitation Project to Katerberg VerHage, Inc. for \$256,766.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby authorize the Mayor and City Clerk to approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 19, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Bid Comparison
Contract Form

Resolution No. _____

STAFF REPORT

Date: April 13, 2021

Subject: Award of Bid for the 2021 Public Works Pond Rehabilitation Project

From: Peter Klooster, PE, Civil Engineer

Date of Meeting: April 19, 2021

RECOMMENDATION:

It is recommended that the City Council award the 2021 Public Works Pond Rehabilitation Project bid to Katerberg VerHage, Inc. in the amount of \$256,766 plus engineering and contingencies for a total project cost of \$280,000.

COMMUNITY, SAFETY, STEWARDSHIP:

Reliable storm water infrastructure is critical for proper drainage and the protection of homes, businesses, and services during flood events. This pond is part of a stormwater system that serves an upstream area of approximately 598 acres including the Rogers Heights and Jackson Park neighborhoods.

DISCUSSION:

Three (3) bidders requested specifications for the 2021 Public Works Pond Rehabilitation Project. Two (2) bids were received. The low bid was submitted by Katerberg VerHage, Inc. in the amount of \$256,766, which is 4% above the engineer's estimate of \$247,105.

The existing storm water infrastructure was built during the construction of the Public Works facility in the 1970's. Over the past several decades, debris from the wooded area upstream has plugged and damaged the inlet pipes and eroded the embankment. The existing block manhole has been deteriorating, causing sinkholes in the public service material staging area. Its current condition is no longer maintainable and may eventually result in failure. Embankment failure during a flood would result in damage to City property, interrupt critical services, and cause solids to enter a downstream retention pond and eventually Plaster Creek. This project will include the replacement of the drainage structure in a location that will offer greater protection from flooding. Additionally, this project expands the ability of public services to maintain the embankment and storm water infrastructure to prevent future deterioration.

The total project cost is \$280,000 including engineering and contingencies.

BUDGET IMPACT:

Sufficient funds are available in the Capital Improvement Fund Account No. 400-441-54200-972.452 pending a budget amendment.

Bid Comparison

Contract ID: 2020.5
Description: drainage improvements
Location: PW Pond Rehab
Projects(s): 2019.12

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$247,105.00	-3.76%	0.00%
1	(04911) Katerberg-Verhage, Inc.	\$256,766.00	0.00%	3.90%
2	(17) QUANTUM CONSTRUCTION CO.	\$257,590.00	0.32%	4.24%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Katerberg-Verhage, Inc.		(2) QUANTUM CONSTRUCTION CO.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LSUM	\$25,000.00	\$25,000.00	\$19,100.00	\$19,100.00	\$7,500.00	\$7,500.00
	MOBILIZATION								
0002	1001	.5	Acre	\$10,000.00	\$5,000.00	\$2,000.00	\$1,000.00	\$5,120.00	\$2,560.00
	CLEARING								
0003	1002	28	Ea	\$500.00	\$14,000.00	\$307.00	\$8,596.00	\$220.00	\$6,160.00
	REMOVE TREES 8" TO 18"								
0004	1003	9	Ea	\$750.00	\$6,750.00	\$670.00	\$6,030.00	\$510.00	\$4,590.00
	REMOVE TREES 19" TO 36"								
0005	1004	1	Ea	\$1,000.00	\$1,000.00	\$1,185.00	\$1,185.00	\$1,530.00	\$1,530.00
	REMOVE TREES 37" OR LARGER								
0006	1025	1,000	Syd	\$8.00	\$8,000.00	\$4.00	\$4,000.00	\$1.75	\$1,750.00
	REMOVE HMA SURFACE								
0007	1125	250	Ft	\$10.00	\$2,500.00	\$18.00	\$4,500.00	\$27.50	\$6,875.00
	REMOVE EX SEWER								
0008	1145	1	Ea	\$10,000.00	\$10,000.00	\$2,695.00	\$2,695.00	\$3,020.00	\$3,020.00
	REMOVE EX DRAINAGE STRUCTURE								
0009	3154	1	Ea	\$500.00	\$500.00	\$550.00	\$550.00	\$2,750.00	\$2,750.00
	SEWER TAP 12"								
0010	4012	60	Syd	\$50.00	\$3,000.00	\$162.00	\$9,720.00	\$95.00	\$5,700.00
	RIP-RAP OVER GEOTEXTILE SPILLWAY								
0011	4014	1	Ea	\$60,000.00	\$60,000.00	\$72,710.00	\$72,710.00	\$40,200.00	\$40,200.00
	DRAINAGE STRUCTURE 10' DIAMETER								
0012	4016	1	Ea	\$2,000.00	\$2,000.00	\$2,035.00	\$2,035.00	\$3,570.00	\$3,570.00
	DRAINAGE STRUCTURE 4' DIA (CATCH BASIN)								
0013	4031	1	Ea	\$400.00	\$400.00	\$935.00	\$935.00	\$390.00	\$390.00
	COVER AND CASTING ES6508								
0014	4100	1	Ea	\$1,000.00	\$1,000.00	\$770.00	\$770.00	\$1,090.00	\$1,090.00
	FLARED END SECTION 18"								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Katerberg-Verhage, Inc.		(2) QUANTUM CONSTRUCTION CO.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0015	4142	1	Ea	\$500.00	\$500.00	\$330.00	\$330.00	\$220.00	\$220.00
	END SECTION GRATE 18" SCREEN								
0016	4200	55	Ft	\$750.00	\$41,250.00	\$462.00	\$25,410.00	\$435.00	\$23,925.00
	STORM SEWER 76" x 48" ELLIPTICAL								
0017	4201	8	Ft	\$60.00	\$480.00	\$100.00	\$800.00	\$320.00	\$2,560.00
	STORM SEWER 12" (0' - 14' DEPTH)								
0018	4222	30	Ft	\$65.00	\$1,950.00	\$191.00	\$5,730.00	\$105.00	\$3,150.00
	STORM SEWER 18" (14' - 25' DEPTH)								
0019	6100	1	LSUM	\$25,000.00	\$25,000.00	\$42,735.00	\$42,735.00	\$77,500.00	\$77,500.00
	SITE GRADING								
0020	6354	155	Ton	\$80.00	\$12,400.00	\$105.00	\$16,275.00	\$165.00	\$25,575.00
	HMA MIXTURE - 5E1								
0021	6362	155	Ton	\$75.00	\$11,625.00	\$112.00	\$17,360.00	\$165.00	\$25,575.00
	HMA MIXTURE - 3C								
0022	7014	2,500	Syd	\$3.00	\$7,500.00	\$2.00	\$5,000.00	\$0.75	\$1,875.00
	CLASS A SEED								
0023	7020	2,500	Syd	\$2.00	\$5,000.00	\$2.20	\$5,500.00	\$3.25	\$8,125.00
	MULCH BLANKET								
0024	7022	300	Ft	\$2.50	\$750.00	\$9.00	\$2,700.00	\$3.50	\$1,050.00
	SOIL EROSION SILT FENCE								
0025	8010	1	LSUM	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$350.00	\$350.00
	MINOR TRAFFIC CONTROL DEVICES								
Bid Totals:					\$247,105.00		\$256,766.00		\$257,590.00

CONTRACT FORM

Page 1 of 2

This Contract Form must be signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance and other required documents, the City Mayor, Clerk and Attorney will sign this contract form. A copy will be provided to the Contractor.

City Standard Contract for 2021 Public Works Pond Rehabilitation Project

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

“Contract Documents” means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

“City” means the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509.

“Contractor” means:

Katerberg Verlage Inc.
LEGAL NAME OF COMPANY

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Corporation Michigan
FORM OF BUSINESS and STATE IN WHICH FORMED – e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed

3717 Michigan St NE
ADDRESS

Grand Rapids
CITY

MI
STATE

49525
ZIP CODE

“Effective Date” means the day after the date the Contract is approved by the City Council and the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Bid Documents.
2. City will pay the Contractor in accordance with the Bid Documents.
3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

CONTRACT FORM, CONTINUED

Page 2 of 2

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

City of Wyoming

Contractor

By: _____
Jack A. Poll, Mayor

By: Joel Franken _____
Signature of Bidder

By: _____
Kelli A. Vandenberg, City Clerk

Joel Franken _____
Printed Name of Bidder

Date signed: _____

Project Manager _____
Title

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

Date signed: 4/14/21 _____

RESOLUTION NO. _____

RESOLUTION FOR ANNUAL TESTING AND CERTIFICATION OF
FIRE DEPARTMENT HOSES, LADDERS, AND AERIAL DEVICES AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council authorize National Hose Testing Specialties, Inc. to provide annual testing and certification of the fire department hoses, ladder, and aerial devices in the total estimated amount of \$9,562.00.
2. Funds for the services are budgeted in the Motor Pool repairs and maintenance account number 661-441-58200-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize entering into a contract with National Hose Testing Specialties, Inc. to provide annual testing and certification of the fire department hoses, ladder, and aerial devices.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contracts.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 19, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: April 12, 2021
Subject: Fire Department Hose, Ladder and Aerial Device Testing and Certification
From: Ted Seil, Fleet Supervisor
Meeting Date: April 19, 2021

RECOMMENDATION:

It is recommended that the City Council approve the contract with National Hose Testing Specialties, Inc. to perform annual testing and certification of the Fire Department hoses, ladders and aerial devices at the rates listed on the attached contract for the 2021 calendar year.

COMMUNITY, SAFETY, STEWARDSHIP:

Fire hose, ladder and aerial testing and certification is completed yearly. Testing and certification ensures that Fire Department equipment meets standards set by the National Fire Protection Association and is ready to safely assist the citizens and businesses of the City.

DISCUSSION:

There are a limited number of companies that perform hose, ladder, and aerial testing in the State of Michigan. Staff requested and received quotes from two other companies in the United States; however, neither were able to provide testing and certification of everything requested in one service package. Fire Catt was able to perform hose and ladder testing only for \$9,888.70 and Diversified Inspections / ITL was able to perform aerial testing only for \$2,480.00. Together, these services were estimated to cost \$12,368.70. National Hose Testing Specialties, Inc. was the only company that provided hose, ladder and aerial testing and certification as one service package for an estimated cost of \$9,562.00.

National Hose Testing Specialties, Inc. has been performing City testing for the last two years and is familiar with our equipment.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Motor Pool repairs and maintenance account 661-441-58200-930.000.

ATTACHMENT:

Contract Documents



Fire Hose, Ground Ladder & Aerial Testing

National Hose Testing Specialties, Inc.

Great Lakes Division

3941 Eastern - Wyoming, MI 49548 (616) 554-6487



Prepared on: February 10, 2021

Fire Department

Dept. ID: MI335

State: MI

Dear Valued Customer,

Thank you for your interest in National Hose Testing Specialties, Inc. (NHTS).

We appreciate your business and based on the information provided to us, we have prepared the following agreements for the service(s) you are requesting. Here is a brief description of the service and pricing that NHTS is offering.

<u>Description</u>	<u>Rates</u>	<u>Quantity Estimates</u>	<u>Total Cost Estimates</u>
Fire Hose Testing – Unload, inspect, pressure test, re-roll and re-load all fire hoses. Documentation provided for your records.	.27 (cents/ft.)	25,100 (feet)	\$6,777.00
Ground Ladder Testing – Conduct physical inspection, horizontal bending test, roof hook test and hardware test. Input and install heat sensors as needed. Documentation provided for your records.	\$2.10 (per foot)	566 (feet)	\$1,188.60
Heat Sensor Labels – Labels to be applied as needed. (Worn, missing or expired)	\$2.50 (each)	N/A	?
Aerial Testing – Perform a visual, operational, performance, waterway and load test to aerial(s) as well as obtain a hydraulic oil sample. Documentation provided for your records.	\$575.00 (each)	1	\$600.00
5 Year Aerial Testing- Perform a visual, operational, performance, NDT inspections, waterway and load test to aerial(s) as well as obtain a hydraulic oil sample. Documentation provided for your records. (5 Year NDT Inspection)	\$995.00 (each)	1	\$995.00

FOR SCHEDULING PURPOSES, PLEASE CONFIRM QUANTITY ESTIMATES ARE CORRECT

We appreciate your business and look forward to being of service to your department.

Sincerely,

Troy

Troy Smith, Great Lakes Division Manager
National Hose Testing Specialties, Inc.

PLEASE SEE THE ATTACHED "DEPARTMENT INFORMATION SHEET"



WWW.NHTS.COM

National Hose Testing Specialties, Inc.

2021 FIRE HOSE TESTING AGREEMENT

Date issued: February 10, 2021

Dept. ID # MI335

This agreement is entered into by and between National Hose Testing Specialties, Inc., a corporation (hereinafter known as, **National**) and "**Fire Department**", a municipal corporation, district or political subdivision of the State of **MI** (hereinafter known as, **Department**).

THIS DOCUMENT MUST BE SIGNED AND RETURNED PRIOR TO YOUR SERVICE TEST DATE.

1. **Department** hereby engages **National** and **National** agrees to unload, pressure test, re-load, conduct physical inspections of apparatuses on first floor only and to provide test documentation on the fire hoses of **Department** per **Department's** Special Instructions, if any, and according to the National Fire Protection Association 1962 Standard for the Care, Use, Inspection, Service Testing and Replacement of Fire Hose, Couplings and Nozzles and Fire Hose Appliances, utilizing the 2013 Edition, or current edition, (hereinafter known as, NFPA Standard).
 - a. **National** shall conduct a physical inspection, prior to pressure testing, as specified in the NFPA Standard. All hoses failing physical inspection shall be identified and tagged for removal from service, without being pressure tested. **Department** shall be responsible to store or discard any hose tagged by **National**. If **Department** elects to place back into service any hose tagged by **National**, **Department** shall be responsible for service testing the hose prior to placing it back into service.
 - b. **National** shall conduct service pressure test in accordance with Chapter 4 of NFPA Standard, 2013 Edition.
 - c. **National** shall service test all attack fire hose to a minimum of 300 psi and all supply fire hose to a minimum of 200 psi regardless of manufactured date unless specified differently by **Department**. See **Department's** Special Instructions for requested test pressure changes. **National** shall not test any hoses higher than 400 psi, this being agreed with the **Department**, by the signing of this agreement.
 - d. **National** shall inspect all apparatus after completion of testing and reloading for accuracy as found or requested by department prior to releasing to **Department**.
 - e. **Department** shall inspect all hose loads and connections on all apparatus prior to placing back into service.
 - f. **National**, within thirty (30) days of completed service, shall deliver to **Department** final test documentation. Documentation provided electronically to include date of test, service test pressure, diameter, length, hose identification number, test results as to each length of hose. A hard copy of summary reports for all hoses tested and in inventory provided upon request.
 - g. **National** shall provide hydrostatic equipment required to perform **Department's** hose test.
 - h. **Department** shall provide **National** a suitable location for performance of the service test (150ft by 150ft). Fire hose shall not be tested in dirt, gravel, or grass. The location shall include an adequate water source for **National's** hydrostatic equipment, which water shall be provided by **Department**.
 - i. **Department** shall have one employee on site for the duration of hose testing. **Department** employee will move every apparatus to its testing position and back into station.
 - j. **Department** may be subject to a "trip charge" if **National** is to return due to "out of service" or retest. Rate for testing and "trip charge" shall be agreed by both **Department** and **National** prior to rescheduling.
 - k. **Department** shall make available to **National** all hoses to be tested at the time and place established for the conduct of the service testing and shall disclose to **National** any known defects or dangerous conditions therein.
 - l. **Department** will assemble any specialty hose packs (i.e. grass packs, forestry packs) following testing by **National**.
2. The service test date(s) will be established by agreement between the parties.
3. Based on the footage estimate provided, **Department** agrees to pay **National** .27 cents per foot, times 25,100 feet; with actual hose tested per documentation being used for billing which may increase or decrease rate per foot.
4. Fire hoses handled by **National** that are to be removed from apparatus or service at the **Department's** request due to age or other factors and not pressure tested will be subject to 14 cents per foot handling fee. Full payment is due upon delivery by **National** of its final test documentation.
5. In the event of suit or litigation arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover judgment for its reasonable attorney fees as may be awarded by the Court in which such suit or action is tried, heard or decided, and any appeal there from.

DEPARTMENT'S SPECIAL INSTRUCTIONS: _____ (Nat'l Initial)

6. **National** will not be bound by any of Department's Special Instructions unless it has agreed to be bound and signed or initialed the Special Instructions prior to testing. If agreed, **National** shall return an initialed copy to **Department**.

Dated: February 10, 2021

Dated: _____

NATIONAL HOSE TESTING SPECIALTIES, INC.

AUTHORIZED DEPARTMENT REPRESENTATIVE

Troy Smith

Signature
Troy Smith, Great Lakes Division Manager

Signature
Title: _____

Return to: National Hose Testing Specialties, Inc., 3941 Easter Wyoming, MI 49548 or fax to (616) 839-6000
Note: The terms of this agreement are void if not signed and returned within three months of date of issue (sign & submit copy to **National**).
A **Convenience Fee of 2.5%** will be assessed on the total payment amount for **credit & debit transactions**.



National Hose Testing Specialties, Inc.

2021 GROUND LADDER TESTING AGREEMENT

Date issued: February 10, 2021

Dept. ID # MI335

This agreement is entered into by and between National Hose Testing Specialties, Inc., a corporation (hereinafter known as, **National**) and "**Fire Department**", a municipal corporation, district or political subdivision of the State of **MI** (hereinafter known as, **Department**).

THIS DOCUMENT MUST BE SIGNED AND RETURNED PRIOR TO YOUR SERVICE TEST DATE.

1. **Department** hereby engages **National** and **National** agrees to conduct physical inspection, horizontal bending test, roof hook test, hardware test, and to provide test documentation on the ground ladders of **Department**, per **Department's** Special Instructions (if any) and according to the National Fire Protection Association 1932 Standard for the Use, Maintenance, and Service Testing of In-Service Fire Department Ground Ladders, 2015 edition, or current edition (hereinafter known as, NFPA Standard).
 - a. **National** shall conduct a visual inspection, as specified in Chapter 6.1.3 of NFPA Standard. All ladders failing visual inspection shall be tagged for removal of service or repaired by **Department**.
 - b. **National** shall conduct service testing in accordance with Chapter 7 of NFPA Standard. Service testing will be as specified in Chapter 7.1 of NFPA Standard, unless **Department** specifies altered service testing. (See **Department's** Special Instructions).
 - c. **National** shall inspect and replace heat sensors as in Chapter 6.2.10.1.
 - d. **National**, within thirty - (30) days of completed service, shall deliver to **Department** final test documentation. Documentation to include but not limited to the Ground Ladder record information as in Chapter 7.1.7. Documentation is provided electronically. A hardcopy of summary reports for all ground ladders tested and in inventory provided upon request.
 - e. **National** shall provide service-testing equipment required to perform **Department's** ground ladder service test.
 - f. **Department** shall provide **National** a suitable location for performance of the service test.
 - g. **Department** shall make available to **National** all ground ladders to be tested at the time and place established for the conduct of the service testing and shall disclose to **National** any known defects or dangerous conditions therein.
 - h. **Department** may be subject to a "trip charge" if **National** is to return due to "out of service" or retest. Rate for testing and "trip charge" shall be agreed by both **Department** and **National** prior to rescheduling.
 - i. **Department** shall be responsible for all repairs deemed necessary in accordance with manufacturer's instructions, as specified in Chapter 6.1.4.2 of NFPA Standard.
 - j. **National** shall inspect all apparatus after completion of testing and reloading for accuracy as found or requested by department prior to releasing to **Department**.
 - k. **Department** shall inspect all apparatus prior to placing back into service.
2. The service test date(s) will be established by agreement between the parties.
3. Based on the footage estimate provided, **Department** agrees to pay **National** \$2.10 per foot, times 566 feet; with actual footage tested per documentation being used for billing. Full payment is due upon delivery of final test documentation by **National**.
4. **Department** agrees to pay **National** for heat sensor labels installed based on the following cost each: \$2.50 per label plus any state and local sales tax as required.
5. In the event of suit or litigation arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover judgment for its reasonable attorney fees as may be awarded by the Court in which such suit or action is tried, heard or decided, and any appeal there from.

DEPARTMENT'S SPECIAL INSTRUCTIONS: _____ (Nat'l Initial)

6. **National** will not be bound by any of Department's Special Instructions unless it has agreed to be bound and signed or initialed the Special Instructions prior to testing. If agreed, **National** shall return an initialed copy to **Department**.

Dated: February 10, 2021

NATIONAL HOSE TESTING SPECIALTIES, INC.

Troy Smith

Signature

Troy Smith, Great Lakes Division Manager

AUTHORIZED DEPARTMENT REPRESENTATIVE

Signature

Title: _____

Return to: National Hose Testing Specialties, Inc., 3941 Eastern Wyoming, MI 49548 or fax to (616) 839-6000
Note: The terms of this agreement are void if not signed and returned within three months of date of issue (sign & submit copy to **National**).
A **Convenience Fee of 2.5%** will be assessed on the total payment amount for **credit & debit transactions**.



National Hose Testing Specialties, Inc.

2021 ANNUAL AERIAL TESTING AGREEMENT

Date issued: February 10, 2021

Dept. ID # MI335

This agreement is entered into by and between National Hose Testing Specialties, Inc., a corporation (hereinafter known as, **National**) and "**Fire Department**", a municipal corporation, district or political subdivision of the State of **MI** (hereinafter known as, **Department**).

THIS DOCUMENT MUST BE SIGNED AND RETURNED PRIOR TO YOUR SERVICE TEST DATE.

1. **Department** hereby engages **National** and **National** agrees to conduct a visual, operational, performance, waterway and load test, and to provide test documentation on the aerial(s) of **Department**, according to the National Fire Protection Association 1911 Standard for the Inspection and Maintenance of Aerial(s), 2017 edition, or current edition (hereinafter known as, NFPA Standard).
 - a. **National** shall conduct a visual inspection, as specified in Chapter 22.4 of NFPA Standard. All aerial(s) failing visual inspection shall be tagged for removal of service or repaired by **Department**. Although results of test will be issued to **Department**, proof of aerial repair shall be submitted to **National** before a certificate of completion is signed and delivered to **Department**.
 - b. **National** shall conduct inspecting and testing in accordance with Chapter 22.8 of NFPA Standard. Inspecting and testing will be as specified in Chapter 22.8.1 of NFPA Standard, unless **Department** specifies altered service testing. (See **Department's** Special Instructions).
 - c. **National** shall take a hydraulic oil sample for spectrochemical analysis as in Chapter 22.8.11. Results will be sent to **Department** following analysis.
 - d. **National**, within thirty - (30) days of completed service, shall deliver to **Department** final test documentation. Documentation to include but not limited to the aerial records information as in Chapter 22.8.12. Documentation is provided electronically, to include but not limited to, visual, operational, performance, waterway and load test results.
 - e. **National** shall provide service-testing equipment required to perform **Department's** aerial(s) service test.
 - f. **Department** shall provide **National** a suitable location for performance of the service test.
 - g. **Department** shall make available to **National** all aerial(s) to be tested at the time and place established for the conduct of the service testing and shall disclose to **National** any known defects or dangerous conditions therein.
 - h. **Department** may be subject to a "trip charge" if **National** is to return due to "out of service" or retest. Rate for testing and "trip charge" shall be agreed by both **Department** and **National** prior to rescheduling.
 - i. **Department** shall be responsible for all repairs deemed necessary in accordance with manufacturer's instructions, as specified in Chapter 22.1.3 of NFPA Standard.
 - j. **National** shall inspect all aerials after completion of testing prior to releasing to **Department**.
 - k. **Department** shall inspect all aerials prior to placing back in service.
 - l. **National** shall note corrosion as seen during visual inspection. **Department** shall have corrosion repaired as deemed necessary in accordance with manufactures instructions, as specified in Chapter 22.1.3 of NFPA Standard.
2. The service test date(s) will be established by agreement between the parties.
3. Pricing.
 - a. Annual Testing. Based on the information provided, **Department** agrees to pay **National** \$575.00 per aerial, times 1 aerial(s).
 - b. Full payment is due upon delivery of final test documentation by **National**.
4. In the event of suit or litigation arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover judgment for its reasonable attorney fees as may be awarded by the Court in which such suit or action is tried, heard or decided, and any appeal there from.

DEPARTMENT'S SPECIAL INSTRUCTIONS: _____ (Nat'l Initial)

5. **National** will not be bound by any of Department's Special Instructions unless it has agreed to be bound and signed or initialed the Special Instructions prior to testing. If agreed, **National** shall return an initialed copy to **Department**.

Dated: February 10, 2021

NATIONAL HOSE TESTING SPECIALTIES, INC.

Troy Smith

Signature

Troy Smith, Great Lakes Division Manager

AUTHORIZED DEPARTMENT REPRESENTATIVE

Signature

Title: _____

PLEASE SIGN ONLY IF ANNUAL TEST IS TO BE PERFORMED. NO NEED TO SIGN 5-YEAR.

Return to: National Hose Testing Specialties, Inc., 3941 Eastern Wyoming, MI 49548 or *fax to* (616) 839-6000

Note: The terms of this agreement are void if not signed and returned within three months of date of issue (sign & submit copy to **National**).

A **Convenience Fee of 2.5%** will be assessed on the total payment amount for **credit & debit transactions**.



National Hose Testing Specialties, Inc.

2021 5-YEAR AERIAL TESTING AGREEMENT

Date issued: February 10, 2021

Dept. ID # MI335

This agreement is entered into by and between National Hose Testing Specialties, Inc., a corporation (hereinafter known as, **National**) and "**Fire Department**", a municipal corporation, district or political subdivision of the State of **MI** (hereinafter known as, **Department**).

THIS DOCUMENT MUST BE SIGNED AND RETURNED PRIOR TO YOUR SERVICE TEST DATE.

1. **Department** hereby engages **National** and **National** agrees to conduct a visual, operational, performance, waterway and load test, and to provide test documentation on the aerial(s) of **Department**, according to the National Fire Protection Association 1911 Standard for the Inspection and Maintenance of Aerial(s), 2017 edition, or current edition (hereinafter known as, NFPA Standard).
 - a. **National** shall conduct a visual inspection, as specified in Chapter 22.4 of NFPA Standard. All aerial(s) failing visual inspection shall be tagged for removal of service or repaired by **Department**. Although results of test will be issued to **Department**, proof of aerial repair shall be submitted to **National** before a certificate of completion is signed and delivered to **Department**.
 - b. **National** shall conduct inspecting and testing in accordance with Chapter 22.8 of NFPA Standard. Inspecting and testing will be as specified in Chapter 22.8.1 of NFPA Standard, unless **Department** specifies altered service testing. (See **Department's** Special Instructions).
 - c. **National** shall take a hydraulic oil sample for spectrochemical analysis as in Chapter 22.8.11. Results will be sent to **Department** following analysis.
 - d. **National**, within thirty - (30) days of completed service, shall deliver to **Department** final test documentation. Documentation to include but not limited to the aerial records information as in Chapter 22.8.12. Documentation is provided electronically, to include but not limited to, visual, operational, performance, waterway and load test results.
 - e. **National** shall provide service-testing equipment required to perform **Department's** aerial(s) service test.
 - f. **Department** shall provide **National** a suitable location for performance of the service test.
 - g. **Department** shall make available to **National** all aerial(s) to be tested at the time and place established for the conduct of the service testing and shall disclose to **National** any known defects or dangerous conditions therein.
 - h. **Department** may be subject to a "trip charge" if **National** is to return due to "out of service" or retest. Rate for testing and "trip charge" shall be agreed by both **Department** and **National** prior to rescheduling.
 - i. **Department** shall be responsible for all repairs deemed necessary in accordance with manufacturer's instructions, as specified in Chapter 22.1.3 of NFPA Standard.
 - j. **National** shall inspect all aerials after completion of testing prior to releasing to **Department**.
 - k. **Department** shall inspect all aerials prior to placing back in service.
 - l. **National** shall note corrosion as seen during visual inspection. **Department** shall have corrosion repaired as deemed necessary in accordance with manufactures instructions, as specified in Chapter 22.1.3 of NFPA Standard.
2. The service test date(s) will be established by agreement between the parties.
3. Pricing.
 - a. **5 - Year Testing**. (includes annual and NDT inspections) Based on the information provided to **National**, **Department** agrees to pay **National** \$995.00 per aerial, times 1 aerial(s).
 - b. Full payment is due upon delivery of final test documentation by **National**.
4. In the event of suit or litigation arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover judgment for its reasonable attorney fees as may be awarded by the Court in which such suit or action is tried, heard or decided, and any appeal there from.

DEPARTMENT'S SPECIAL INSTRUCTIONS: _____ (Nat'l Initial)

5. **National** will not be bound by any of Department's Special Instructions unless it has agreed to be bound and signed or initialed the Special Instructions prior to testing. If agreed, **National** shall return an initialed copy to **Department**.

Dated: February 10, 2021

NATIONAL HOSE TESTING SPECIALTIES, INC.

AUTHORIZED DEPARTMENT REPRESENTATIVE

Troy Smith

Signature

Troy Smith, Great Lakes Division Manager

Signature

Title: _____

PLEASE SIGN ONLY IF 5-YEAR TEST IS TO BE PERFORMED. NO NEED TO SIGN ANNUAL.

Return to: National Hose Testing Specialties, Inc., 3941 Eastern Wyoming, MI 49548 or fax to (616) 839-6000

Note: The terms of this agreement are void if not signed and returned within three months of date of issue (sign & submit copy to **National**).

A **Convenience Fee of 2.5%** will be assessed on the total payment amount for **credit & debit transactions**.

BACKGROUND

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

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

"Contractor" means: National Hose Testing Specialties, Inc.
[Name of contractor's entity]
A MI Corporation
[State & type of contractor's entity, e.g., corporation, limited liability company, etc.]
3941 Eastern Ave
[Contractor's street address]
Wyoming MI 49508
[Contractor's city, state & zip]

"Effective Date" means: Jan., 2021.

"Project" means: To supply the materials, construct and install the following on the Project Site:

Fire hose, Ground ladder, and Aerial testing

"Project Site" means: City facility generally known as Wyoming Fire Department
Located at 2300 Gezon Parkway, Wyoming MI 49509
[Insert address or other description, e.g., Street between and]

"Proposal" means: The Contractor's proposal for the Project attached as Exhibit B.

TERMS AND CONDITIONS

1. Contractor will provide the equipment and materials, construct and install the Project and instruct City staff on the use and maintenance of the Project as provided in the Proposal. Except as otherwise provided in the Proposal, Contractor will provide all needed qualified personnel, supplies, and tools needed to complete the Project.
2. The City will pay Contractor in accordance with the proposal and ensure any materials and services the Proposal identifies as being provided by the City are provided on a timely basis so Contractor can complete the Project as stated in the Proposal.
3. Contractor represents and warrants it is complying with and will comply with the City Contract Standard Terms and Conditions.
4. This is the only agreement between the parties regarding the Project. There are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Contractor.

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

City of Wyoming


National Hose Testing Specialties, Inc.
[Contractor's name]

By: _____
Curtis L. Holt, City Manager

By: Brooke Williams
Administrative Supervisor
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____

Date signed: 2/19/21

Approved as to form: 

Scott G. Smith, City Attorney

1. **Applicability.** These Standard Terms and Conditions apply to all contracts to which the City of Wyoming (the "City") is a party ("City Contracts") unless they are expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Contractor") attests it complies with and will comply with these Standard Terms and Conditions.
2. **Legal Compliance.** Contractor shall comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.
3. **Permits and Inspections.** Unless the City Contract or the Proposal states otherwise, Contractor shall, without expense to the City, obtain all necessary licenses and permits required to lawfully perform the work under the City Contract and shall furnish copies of those licenses and permits to the City prior to commencing work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Grant Compliance.** If state or federal grant funds have been identified to Contractor as a source of payment for any part of the project, by signing the contract, Contractor (i) represents the Contractor has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.
5. **Qualifications.** Contractor represents and promises that:
 - A. Contractor has and will maintain and any personnel engaged by Contractor to provide services or perform work under the City Contract have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.
 - B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. If the City Contract is for a CDBG, federal and/or state funded project, Contractor and subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
 - D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - E. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Diversity and Inclusion.** Contractor and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).
7. **Ethical Standards.** Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Contractor will immediately notify the City of any violation of these standards.
8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
9. **W-9.** Contractor and all its subcontractors shall, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).
10. **Intellectual Property.** Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.
11. **Quality.** Unless otherwise stated in the Proposal, all materials and items supplied under the City Contract shall be new, the best of their respective kind and free from defects.
12. **Taxes.** The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.
13. **Disposal.** Unless the City Contract or Proposal expressly states otherwise, Contractor shall remove and dispose of all

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

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

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

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

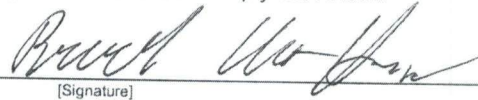
to City contracts. Contractor shall retain copies of all records related to the City Contract, including, without limitation, the items supplied or used in performance of the City Contract, and all work under the City Contract for at least 6 years after completion of the City Contract. Contractor shall, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Contractor under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

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

ACKNOWLEDGEMENT

Contractor acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Contractor complies with and will comply with them.


[Signature]

Brooke Williams Admin. Supervisor
[Printed Name and Title of Person Signing]

National Hose Testing Specialties, Inc
[Printed Name of Contractor]

Date signed: 02/19/21

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AMENDMENT TWO OF THE EMERGENCY COMMERCIAL
AND INDUSTRIAL DEMAND RESPONSE CUSTOMER AGREEMENT AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT

WHEREAS:

1. On August 5, 2019, City Council approved Resolution number 26455 accepting an agreement with Consumers Energy to participate in the Consumers Energy Demand Response Program through September 30, 2023.
2. As detailed in the attached staff report, Consumers Energy has provided the City with amendment two to ensure compliance with program rules.
3. It is recommended the City Council accept the amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept amendment two of the Emergency Commercial and Industrial Demand Response Customer Agreement.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the amendment from Consumers Energy.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 19, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Amendment Two
Agreement

Resolution No. _____

STAFF REPORT

Date: March 30, 2021

Subject: Demand Response Agreement with Consumers Energy

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: April 19, 2021

RECOMMENDATION:

It is recommended that the Mayor and City Clerk sign Amendment #2 of the 2022 Emergency Commercial and Industrial Demand Response Customer Agreement between the City of Wyoming and Consumers Energy.

COMMUNITY, SAFETY, STEWARDSHIP:

It is incumbent upon us as a public utility to keep our costs as low as possible. Continuing with the Demand Response Program realizes savings of \$110,000 per season, enabling us to keep energy rates as low as possible.

DISCUSSION:

Both utility plants entered into a four-year agreement to participate in the Consumers Energy Demand Response Program in 2019, per resolution no. 26455. This program rewards its participants through energy rebates for the capacity to remove load from the electrical grid during an emergency event. Each utility plant has two large standby generators capable of supplying significant power to the plants, thereby reducing load on the electrical grid.

With recent contract language updates by Midcontinent Independent System Operator, Inc. (MISO), the organization which oversees the electrical transmission system, it is necessary to amend the Emergency Commercial and Industrial Demand Response Customer Agreement between the City of Wyoming and Consumers Energy to ensure compliance. The changes are minor and include increasing the number of possible events from 5 to 10 per season, and a change in the notification timeframe. To date, the utilities have not been called upon to shed load but have been compensated under this program for having the capability.

BUDGET IMPACT:

Amending the agreement to continue participation in the Demand Response Program will result in significant energy savings for both utility plants.

EMERGENCY COMMERCIAL AND INDUSTRIAL DEMAND RESPONSE CUSTOMER AMENDMENT



Amendment Number: Two (2)

Effective Date: 06/01/2022

This is Amendment # Two (2) to the Emergency Commercial and Industrial Demand Response Customer Agreement with an effective date of August 5, 2019 (the "Agreement") between Consumers Energy Company and The City of Wyoming (the "Customer") 2350 Ivanrest Ave SW Address Wyoming, MI 49418 City, State and ZIP Code.

Check below if **NOT** applicable: The parties agree to the following revisions:

1. Under Program rules, the Language in the row for Event Frequency and Duration for Emergency Events shall be deleted in its entirety and replaced with the following:

Emergency Events – Up to (10) events during the Program Period, up to four Hours each"

2. Under Program rules, the Language in the row for Advanced Notifications for Emergency Events shall be deleted in its entirety and replaced with the following:

Emergency Events – Customers will receive at least a thirty (30) minutes but

No more than a six (6) hour notice in advance of an Emergency Event. Customers are advised to estimate load reduction capability over a twelve (12) hour time frame for planning purposes.

- 3. On page ____ of the above referenced agreement, Contracted Capacity for account number ____ located at ____ will be changed from ____ kW to ____ kW as of the signed date of this amendment.
- 4. On page ____ of the above referenced agreement, the Initial Term for account number ____ located at ____ will be changed from ____ years to ____ years as of the signed date of this amendment.

In all other respects the terms and conditions of the Agreement remain effective.

In WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Amendment by their authorized representatives as of the dates below.

Consumers Energy Company

The City of Wyoming
Customer

X David Zokoe
Consumers Energy Employee Signature

X
Customer Signature

David Zokoe
Print Name

Print Name

04/02/2021
Date

Date

2021 Emergency Commercial and Industrial Demand Response Customer Agreement

Amendment # 1

Effective Date: 6/1/2021

This is Amendment # 1 to the Emergency Commercial and Industrial Demand Response Customer Agreement with an effective date of August 5, 2019 (the "Agreement") between Consumers Energy Company and The City of Wyoming (the "Customer")
2350 Ivanrest Ave. SW Address Wyoming, MI 49418 City, State and Zip.

The parties agree to the following revisions:

1. On page 8 the "Estimated Capacity" for contract account number 100000209542 located at 16700 New Holland will be changed from 1600kW to 2100kW.

In all other respects the terms and conditions of the Agreement remain effective.

In WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Amendment by their authorized representatives as of the dates below.

Consumers Energy Company

Signed Allen Bacon
Digitally signed by Allen Bacon
DN: cn=Allen Bacon, ou=Business
Customer Care,
email=allen.bacon@cmsenergy.com, c=US
Date: 2020.09.08 17:32:36 -04'00'

Print or Type Name Allen Bacon

Date September 8, 2020

The City of Wyoming

(Customer)

Signed Jack A. Poll
Kelli A. VandenBerg, Clerk
Print or Type Name Jack A. Poll
Kelli A. VandenBerg
Date Sept 24, 2020

Approved as to form

Scott G. Smith
Scott G. Smith, City Attorney

Date: 9/16/2020



2020 EMERGENCY WITH GENERATOR COMMERCIAL AND INDUSTRIAL DEMAND RESPONSE CUSTOMER AGREEMENT

Customer and Consumers Energy are referred to herein collectively as the "Parties" and each individually as a "Party" to this Agreement.

Effective Date of Agreement: August 5, 2019
(Month/Day/Year)

Company:
CONSUMERS ENERGY COMPANY
a Michigan Corporation

Customer:
The City of Wyoming
(Legal Name)

ONE ENERGY PLAZA
JACKSON MI 49201-2357

2350 Ivanrest Avenue SW
(Street & Number)

Wyoming, MI 49418
(City, State & Zip Code)

- 1. Initial Term:** Shall commence on June 1, 2020 and shall run through (select one):
 - September 30, 2020 (1 year)**
 - September 30, 2021 (2 years)**
 - September 30, 2022 (3 years)**
 - September 30, 2023 (4 years)**
- 2.** This Agreement will become effective on the date identified above and will extend for an Initial Term through the end date identified above. The Customer must notify Consumers Energy Company ("Consumers Energy" or the "Company") by September 1st in the final year of the Initial Term of their desire to renew participation in the Demand Response Program ("Program") through the execution of a new Program Agreement and the amount of reduction/nomination kW for the following Program Period [June 1 through October 1). Customer participation under this Agreement shall be based on the limitations, terms and eligibility as described in the Company's Program and the Company's Electric Rate Book, as approved by the Michigan Public Service Commission. Notice of renewal of participation in the Program by the Customer to the Company shall be made in writing and mailed using the United States Post Office first-class mail. Customer's notice to renew participation in the Program shall be sent to Consumers Energy Company, Attention: Customer Services – DR Program, 165 W Michigan Avenue, Jackson, MI 49201.
- 3. Payment Revisions.** The Company will notify each customer enrolled in a multi-year agreement by July 1 of the price for the following Program Period and will submit a contract change order to the customer identifying any necessary changes and requesting signatures of approval. If either the Program's Emergency Capacity Payments or Emergency Event Energy Payments increase by greater than 10% year to year, this Agreement shall automatically terminate and the customer and the Company may reopen negotiations for a new Program Agreement for the following year. If the Parties mutually agree to new annual payment amount(s), the new payment(s) shall become effective June 1 of the following year and continue throughout the Program Period beginning June 1 (i.e. June 1 through September 30). In the event that the Program's Emergency Capacity Payment or Emergency Event Energy Payment increase by less than 10% year over year, the new payment amount(s) shall become effective on June 1 and continue throughout the Program Period beginning June 1 (i.e. June 1 through September 30).
- 4. Program Description.** Participants in the Program help reduce peak demand when energy use is the highest and maintain a ready supply of energy for Michigan. Participants will receive an annual Emergency

Capacity Payment for the capacity amount specified in this Agreement within 60 days of the Effective Date of the Agreement.

5. **Administration Solutions.** Customer agrees to work with Consumers Energy to develop an appropriate energy reduction plan for Customer's business; and (ii) to provide Consumers Energy access and use of contact, billing and energy usage data, and facility information concerning each Site Address (as defined below) ("Customer Data"). Consumers Energy shall manage Customer's curtailable electrical capacity in the Program and upon notification by Consumers Energy and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events"); and enable data transfer, monitoring and reporting of meter data and provide technical assistance, maintenance, repair and hosting of the System. In addition, as necessary, Consumers Energy will coordinate with Customer to capture kilowatt-hour ("kWh") pulses from Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.
6. **System.** Consumers Energy may equip one or more of Customer facility addresses (each address is referred to as a "Site Address") as identified on the Site Address Attachment attached hereto with the System, which includes site devices owned by Consumers Energy that can enable direct load management, power metering, data collection, near real-time data communication, and Internet-based reporting and analytics. There shall be no cost to the Customer associated with the System equipment or installation of the System equipment.
7. **Customer Support Requirements.**
 - a. **Representations and Warranties.** Customer holds all applicable licenses and/or permits pursuant to the Agreement that are required for the proper participation in the Program.
 - b. **Demand Response Performance.** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Accepted Capacity (as defined below) at each Site Address when notified by Consumers Energy Demand Response Events.
 - c. **Acceptance Testing.** At each Site Address where the site devices are installed, Customer agrees to collaborate with Consumers Energy in a timely manner in testing, enabling and maintaining the System.
 - d. **Energy Reduction Plan.** Customer must provide to Consumers Energy their Energy Reduction Plan describing the equipment and steps that will be taken to meet their curtailment nomination.
8. **Program Rules.** The terms of this Agreement reflect the current Program terms and conditions, which may be amended from time to time by Consumers Energy. The current terms are summarized below:

Program Availability	During the Program period of June 1 – September 30, emergency events could be called at any time Monday through Friday between 11 am and 7 pm in response to Midcontinent Independent System Operator, Inc. ("MISO") reliability emergencies ("Emergency Event(s)"). Customer is required to participate in any Emergency Event called by MISO.
Event Frequency and Duration	Emergency Events – Up to five (5) events during the Program Period, each up to four hours each.
Advanced Notification	Emergency Events – Customer will receive at least a thirty (30) minute but no more than a twelve (12) hour notice in advance of an Emergency Event. Customers are advised to estimate load reduction capability over a twelve (12) hour timeframe for planning purposes.

Dispatch Readiness Test	After Customer's Energy Reduction Plan has been reviewed by Consumers Energy and Customer's site installation has been completed, Customer will receive an email from Consumers Energy asking Customer to select a date to participate in a thirty (30) minute Dispatch Readiness Test of Customer's Energy Reduction Plan. The Dispatch Readiness Test is optional to the Customer but recommended by Consumers Energy.
Audit	Consumers Energy may call one (1), one-hour audit ("Audit") per Program Period to confirm Contracted Capacity (as defined below). If called, this audit is required as the Customer's program payment will be determined by performance.
Online Portal	Customer will have access to an online portal "Dashboard" where Customer can monitor their performance during both an Emergency and Economic Event. Portal will be activated before the season starts on June 1 and will remain active until the season concludes on September 30.

9. Customer capacity.

- a. **Contracted Capacity.** For purposes of this Agreement, "Contracted Capacity" shall represent the Customer's performance obligation (in kilowatts ("kW")). The Contracted Capacity shall be based on an analysis of Customer's prior summer consumption data and pre-enrollment load reduction testing.
- b. **Delivered Capacity.** For purposes of this Agreement, an event's "Delivered Capacity" shall be defined as the amount of load in kW reduced for each hour in a Demand Response Event. Delivered Capacity for each event hour is calculated as the difference between the measured energy demand and the baseline energy demand. Consumers Energy will use a MISO-approved baseline calculation method. MISO's default baseline is the Ten Day Baseline. The Ten Day Baseline is calculated as the average hourly demand from the previous ten (10) non-weekend non-holiday non-event days prior to the event. Customer is required to reduce the full amount specified as Contracted Capacity for the hourly average of an emergency event. An alternative baseline may be used, so long as it is pre-approved by MISO.

10. Environmental. In order for the engine to be considered an emergency stationary engine under 40 CFR Part 60 Subpart IIII, 40 CFR Part 60 Subpart JJJJ and/or 40 CFR Part 63 Subpart ZZZZ any operation other than emergency operation, maintenance and testing, emergency demand response, and operation in non-emergency situations for up to 50 hours per calendar year, as described in the applicable regulation(s), is prohibited. If Customer does not operate the engine according to these requirements, the engine will not be considered an emergency engine and must meet all requirements for non-emergency engines in the applicable regulations.

Emergency Demand Response Events per this contract are considered non-emergency situations (not to exceed 50 hours per calendar year). Power supplied as part of a financial arrangement with Consumers Energy must meet all of the following conditions:

- a. The engine is dispatched by the local balancing authority or local transmission and distribution system operator.
- b. The dispatch is intended to mitigate local transmission and/or distribution limitations so as to avert potential voltage collapse or line overloads that could lead to the interruption of power supply in a local area or region.
- c. The dispatch follows reliability, emergency operation or similar protocols that follow specific NERC, regional, state, public utility commission or local standards or guidelines.
- d. The power is provided only to the facility itself or to support the local transmission and distribution system.

- e. The owner or operator (Customer) identifies and records the entity that dispatches the engine and the specific NERC, regional, state, public utility commission or local standards or guidelines that are being followed for dispatching the engine. The local balancing authority or local transmission and distribution system operator may keep these records on behalf of the engine owner or operator.

11. Payments to Customer.

- a. **Emergency Capacity Payments.** Consumers Energy will pay Customer an Emergency Capacity Payment price of \$25/kW ("Capacity Rate") of Contracted Capacity capped at 120% per Program Period as defined in section 9(b) above for a one (1) year contract; \$26/kW for a two (2) year contract; \$27/kW for a three (3) year contract and \$28/kW for a four (4) year contract. Consumers Energy will pay Customer the Capacity Rate multiplied by the Contracted Capacity. The Capacity Payment will be made within sixty (60) days of the Effective Date of the Agreement by both Parties.
- b. **Emergency Event Energy Payments.** In Program Periods when one or more Emergency Events are called, Consumers Energy will pay Customer an energy payment of \$50/MWh multiplied by the event's Delivered Capacity multiplied by the hours for each such event as defined in section 9(b) above.
- c. **Underperformance.** If Customer fails to deliver their total Contracted Capacity for an Emergency Event ordered by Consumers Energy, as provided for in this Agreement, the following shall occur: (i) Customer shall be assessed the real time commodity price (\$/MWh), as determined by the MISO Midwest Energy Market, for the kW curtailment which was underperformed per event; and (ii) Customer's future Contracted Capacity will be reduced to the amount of load reduced during the Emergency Event for the balance of this Agreement.

12. **Payment Timing.** After an Emergency Event and Customer's Delivered Capacity has been verified, Consumers Energy shall make Emergency Event Energy Payments for Customer's participation by the issuance of credits to the Customer's bill.

13. **Cancellation.** Customer may cancel this Agreement any time before December 31, 2019. Cancellation requests must be submitted in writing to: ConsumersEnergy.DemandResponseProgram@cmsenergy.com. If Customer cancels after program equipment has been installed, Customer will incur a cancellation fee of \$300.

14. Confidentiality.

- a. **Nondisclosure to Third Parties.** In performing under the Agreement, each Party to this Agreement will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (w) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; (x) any information concerning the business relationship between the Parties; and (y) Customer Data.
- b. **Exclusions from Confidential Information.** Notwithstanding the obligations in Section 14(a) above, Confidential Information does not include any information that:

- i. is or becomes generally known to the public without breach of any obligation owed to the disclosing Party;
- ii. was known to the receiving Party prior to its disclosure by the disclosing Party without breach of any obligation owed to the disclosing Party;
- iii. is received from a third party without the receiving party having any knowledge of any breach by such third party of any obligation owed to the disclosing Party; or
- iv. was independently developed by the receiving Party without reference to or reliance upon the disclosing Party's Confidential Information.

15. Limitation of Liability. Consumers Energy's and its contractors' and subcontractors' liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Agreement shall not exceed \$100,000 or the total amounts paid to Consumers Energy under the Agreement, whichever is less. In no event shall either Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

16. Additional Terms.

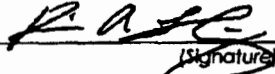
- a. Customer also agrees, with respect to Consumers Energy's management of the System, it:
 - i. receives a limited, revocable, non-transferrable and non-exclusive right to use and access during the Term the System and shall use the System solely for its internal use subject to the terms of the Agreement and not for the benefit of any third party. Except as expressly permitted in the Agreement, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the System or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise;
 - ii. shall use the System in accordance with all applicable law;
 - iii. shall not and shall prohibit causing or permitting, the copying, reverse engineering, disassembly, decompilation or attempting to derive the source code of the System, or other intellectual property of Consumers Energy or creation of any derivative work thereof;
 - iv. expressly disclaims any passing of title to the System, any trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable material, designs, logos and/or any other intellectual property of Customer;
 - v. shall not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks from the System and to use reasonable care to prevent the System and Consumers Energy's intellectual property rights contained in the software from damage and unauthorized use.
- b. **Miscellaneous.** Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of Consumers Energy. The Agreement, including all attachments, constitutes the entire agreement between Customer and Consumers Energy and may only be amended in writing signed by each of the Parties. If any of its provisions shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. This Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the

Agreement. Customer shall promptly notify Consumers Energy in writing of any changes occurring during the Term to the Customer address(es) set forth in this Agreement.

- c. **Force Majeure.** The Parties to this Agreement shall be excused from any failure or delay in the performance of their obligations if such obligations are prevented from being fulfilled due to Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure, shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance. A "Force Majeure" shall include any act, event, or occurrence beyond the Party's reasonable control, which the Party, despite its best efforts, is unable to prevent, avoid, overcome, delay or mitigate, including but not limited to: floods, epidemics, earthquakes, quarantine, blockade, war, insurrection or civil strife or terrorism, provided, however, that Force Majeure shall in no event include (i) failure of Subcontractors or Suppliers to deliver services, materials or components or receipt from any Subcontractor or Supplier of defective services, material or components unless same were themselves caused by a Force Majeure Event; (ii) technological impossibility; (iii) a governmental act or failure to act, or order or injunction, caused by any act or failure to act of the Seller or any Subcontractor or Supplier; (iv) strikes or work stoppages; or (v) inclement weather.
- d. **Warranty Limitations.** THE SYSTEM (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) AND ALL SERVICES HEREUNDER ARE PROVIDED AS IS BY CONSUMERS ENERGY WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
- e. **Governing Law; Actions; Etc.:** This Agreement shall be deemed a Michigan contract and shall be governed by and interpreted in accordance with the laws of the State of Michigan; excluding any conflicts of laws principles that would result in this Agreement being interpreted in accordance with any different law. Venue for any lawsuit arising out of or in connection with this Agreement shall be exclusively in the courts of the State of Michigan or a Federal court sitting in the State of Michigan. Any legal action against Consumers Energy relating to this Agreement or the breach thereof shall be commenced within one year from the date on which the claimed breach, default or other cause of action arose (and, without limiting the foregoing, in all events not later than one year after the date of completion or other cessation of performance of the work hereunder). This Agreement is intended for the benefit of the parties herein only and does not grant any rights to any third parties unless otherwise specifically stated herein. If Customer defaults in the timely performance of any of its obligations hereunder, then Consumers Energy may, at its option, and in addition to any and all other rights or remedies it may have hereunder or at law or equity, terminate this Contract by written notice to Customer.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the Effective Date.

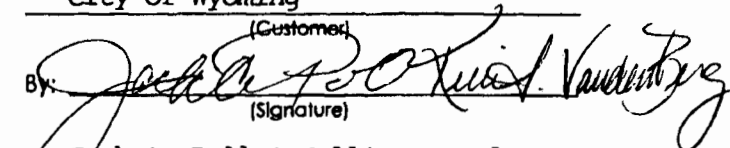
CONSUMERS ENERGY COMPANY

By: 
(Signature)

Kevin A. Ludwig
(Print or Type Name)

7/26/2019
(Date)

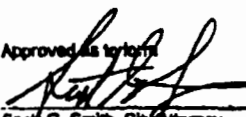
City of Wyoming
(Customer)

By: 
(Signature)

Jack A. Poll & Kelli A. Vandenberg
(Print or Type Name)

8-8-2019
(Date)

Approved as to form



Scott G. Smith, City Attorney

Date: 07.30.2019

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM CANON SOLUTIONS AMERICA
FOR THE PURCHASE OF THIRTEEN IMAGEFORMULA SCANNERS

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a quote using the OMNIA Partners cooperative purchasing contract from Canon Solutions America for the purchase of thirteen ImageFormula scanners at a cost of \$798.00 each.
2. Funds for the purchase are budgeted in the Information Technology account number 101-258-25800-740.200 and Utilities/CWP account number 590-590-54300-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of thirteen ImageFormula scanners at a total cost of \$10,374.00.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 19, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote

Resolution No. _____

STAFF REPORT

Date: April 7, 2021
Subject: City Computer Hardware: Kofax Scanners
From: Pat Firestone, Director of Information Technology
Meeting Date: April 19, 2021

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of (13) Canon ImageFormula DR-M260 scanners from Canon Solutions America to replace existing Fujitsu scanners used for Kofax scanning into Onbase, at a total cost of \$10,374.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Community - Information Technology staff continues efforts toward standardizing and updating hardware on a regular basis. This normal upgrade process will continue to keep the City of Wyoming current with the latest hardware, providing faster response times for employee performing computer-related scanning into the Onbase document retention system.

Stewardship - Performing large, consistent computer hardware purchases is a benefit to the City by providing cost-effective and consistent hardware used throughout the City. We were able to utilize our existing Fujitsu scanners for up to 10 years in some cases, we could expect similar longevity with these new scanners.

DISCUSSION:

Through the national pricing program of OMNIA Partners, we received the lowest price for the Canon Scanners. By using this national cooperative purchasing program, it ensures competitive pricing and saves City staff's time by using these cooperative bids and contracts.

The City of Wyoming uses these scanners to capture documentation for digital storage and retrieval in Onbase. With these new scanners the scanning process will be more efficient due to the faster speed of the Canon scanners and will allow the IT department to keep our systems up to date with the addition of the new technologies available with the Canon scanners. The current scanners have up to 10 years of use on them and need replacement.

BUDGET IMPACT:

These replacements have been budgeted FY 2020/2021 with a cost of \$10,374.00 from OMNIA Partners cooperative purchasing organization.


Funding for the purchase of the Canon Scanners is budgeted and available from the following funds: Information Technology #101-258-25800-740.200; Utilities/CWP #590-590-54300-740.000.



Canon Scanner Proposal

Mar 31, 2021





Why Choose Canon Solutions America?

- Partnership with the Industry Leader in Imaging and 4th Most Reputable Company in The World, according to Forbes Magazine.
- 6 service technicians servicing West Michigan – local techs mean quick response.
- Dual levels of account management.
 - James Quatrine – Account Manager
 - Mike Shettler – Account Support
- Average onsite response time of 2 hours & 53 minutes for 2020.
 - These averages are based on the moment your service call comes in, until the arrival of your technician.
- Technicians are both hardware and IT certified on Canon as well as other single function printers!

The logo for OMNIA PARTNERS is centered within a large, light green circular graphic that has a textured, watercolor-like border. The word "OMNIA" is written in a large, bold, black sans-serif font. Below it, the word "PARTNERS" is written in a smaller, black sans-serif font, with each letter spaced out.

OMNIA

P A R T N E R S

OMNIA Partners (NIPA Co-Operative Pricing Program) is the cooperative purchasing organization that is driving excellence in nonprofit organizations. Our unmatched breadth of competitively-solicited contracts from world-class suppliers streamlines the purchasing process and helps nonprofits achieve their strategic goals. Pre-Bidder National Pricing Program (pricing visible from OMNIA website)

<https://public.omniapartners.com/suppliers/canon-solutions-america/contract-documentation#c40391>

Proposed Solution

- **(13) ImageFormula DR-M260 Scanner**
 - 60 PPM Simplex (120) PPM Duplex
 - 7lb to 110lb Paper
 - Up to 600 DPI
- **Unit Purchase Price.....\$798.00**
 - Includes Delivery Only
- **Total Purchase Price.....\$10,374.00**



RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM DENNY'S EXCAVATING INC. FOR EXCAVATION OF THE 42" TRANSMISSION MAIN FOR CATHODIC PROTECTION REPAIR AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, Denny's Excavating Inc. has provided the City a quote for excavation of the 42" transmission main for cathodic protection repair.
2. It is recommended the City Council accept the quote in the total estimated amount of \$18,500.00.
3. Funds are available in the Water Treatment Plant repair and maintenance account number 591-591-56300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Denny's Excavating Inc. for excavation for the 42" transmission main for cathodic protection repair.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 19, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: March 29, 2021
Subject: Cathodic Protection Repair
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: April 19, 2021

RECOMMENDATION:

It is recommended the City Council accept the quote provided by Denny’s Excavating in the amount of \$18,500.00 for excavation of the 42” transmission main for cathodic protection repair.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of water utility infrastructure contributes to its longevity and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day to day operations of the Water Treatment Plant.

DISCUSSION:

The Water Treatment Plant utilizes 54” and 42” transmission mains for safe, clean drinking water supply to the City of Wyoming and wholesale customers along the twenty-six mile route from the plant to Wyoming. Sections of the transmission mains have cathodic protection installed to prevent corrosion of steel piping. One cathodic protection location on the 42” transmission main has been damaged and is no longer working. It is necessary to excavate and expose the transmission main so the cathodic projection can be repaired. Doing so will preserve the steel pipe and prevent a possible failure that would require a major repair.

Therefore, three contractors with experience in transmission main excavation and repair were contacted to review the work. They were all provided with the same scope of work to ensure a fair and competitive opportunity. One contractor, Kamminga & Roodvoets, declined to quote but was willing to perform the work on a time and material basis. The other two contractors submitted a quote and they are as follows:

Denny’s Excavating	\$18,500.00
Dykema Excavators	\$30,000.00

Upon review of the quotes received, Denny’s Excavating was found to meet the necessary scope of work and was also the lowest quote. The City has contracted with Denny’s Excavating for past projects and they have done excellent work. Therefore, it is recommended the City Council accept the quote from Denny’s Excavating in the amount of \$18,500.00.

BUDGET IMPACT:

Adequate funds exist in the Water Treatment Plant repair and maintenance account # 591-591-56300-930.000.

CITY OF
Wyoming
MICHIGAN

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)

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

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

"Effective Date" means: March 28, 2021

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

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

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

"Contractor" means: Denny's Excavating Inc.
(Name of contracting entity)
A Michigan Corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
9399 136th Ave.
(Contractor's street address)
West Olive, MI 49460
(Contractor's city, state & zip)

TERMS AND CONDITIONS

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

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

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

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

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

CITY OF WYOMING

Denny's Excavating Inc.

By: _____
Jack A. Pöll, Mayor

By: Dan Lecaw
(Signature officer, director or principal of Contractor)
DAN Lecaw President
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: 3/30, 2021

Date signed: _____, 20__

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

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

5. Qualifications. Contractor represents and promises that:

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

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

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

D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

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

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

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

8. Media Releases. Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

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

10. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend all actions against the City or the City's officers or employees for any

alleged infringement of any intellectual property rights by reason of their sale or use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

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

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

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

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

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

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

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits:
\$1,000,000 Each Occurrence
\$1,000,000 Personal & Advertising Injury
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations
Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
ADDITIONAL INSURED
If the City Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: the City and all its elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any insurance the City may have will be secondary and/or excess.

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

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

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

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

ACKNOWLEDGEMENT

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

EXHIBIT B

Denny's Excavating Inc. .
9399 136th Ave.
West Olive, Mi, 49460
Office 616-399-7679
E-mail, dirtorsnowdan@aol.com

Estimate

Number E445
Date 3/28/2021

Bill To
City of Wyoming
Water Treatment Plant
16700 New Holland Street
Holland , MI, 49424

Ship To
Dan Kleinheksel
E-mail
kleinhekseld@wyomingmi.gov
Office 616-738-4957
Cell 616-377-8969

Project	PO Number	Terms
48th and Ransom		30 days

Description	Quantity/Hours	Price/Rate	Amount
Price includes road closure, saw cutting and asphalt removal , excavate down to water main , provide safe hole , backfill and compact, new garvel and asphalt patch complete		\$18,500.00	\$18,500.00

Total \$18,500.00

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM HURST MECHANICAL TO UPGRADE
THE CONTROL ROOM HVAC SYSTEM AT THE CLEAN WATER PLANT
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a quote from Hurst Mechanical to upgrade the control room HVAC system at the Clean Water Plant in the total estimated amount of \$17,993.00.
2. Funds are available in the Clean Water Plant account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Hurst Mechanical to upgrade the control room HVAC system at the Clean Water Plant.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 19, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Quote

Resolution No. _____

STAFF REPORT

Date: April 12, 2021
Subject: Control Room HVAC Upgrade
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: April 19, 2021

RECOMMENDATION:

It is recommended the City Council award the quote as provided by Hurst Mechanical in the amount of \$17,993.00 to upgrade the control room HVAC system at the Clean Water Plant.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of city equipment contributes to the efficiency of the equipment and to the prevention of untimely and costly repairs or replacements that could potentially interrupt the day-to-day operations of the Clean Water Plant.

DISCUSSION:

The Clean Water Plant control room HVAC system is dilapidated and inefficient. Improving and modernizing this system and its equipment, which is over twenty years old and prone to breakdown, will improve the environmental quality while lowering energy costs.

Clean Water Plant staff, with the assistance of outside contractors, reviewed the space and replacement options to determine a suitable and efficient system to maintain environmental comfort and air quality in the control room. The results of the evaluation indicated installing a new package heating and cooling roof top unit will provide the best balance of functionality and efficiency.

Therefore, quotes were requested from three mechanical contractors having the capabilities of installing the roof top unit as a turn-key project. Each contractor was provided with a scope of work and made a site visit to review the project to ensure they were quoting the same projected work. All three contractors submitted a quote:

Hurst Mechanical	\$17,993.00
Facilities Resource Group	\$26,952.00
DHE Plumbing & Mechanical	\$31,400.00

Upon review, Hurst Mechanical met the necessary specifications and submitted the lowest quote. Therefore, it is recommended that the City Council award the quote provided by Hurst Mechanical in the total amount of \$17,993.00.

BUDGET IMPACT:

Adequate funds are available in the Clean Water Plant Account #590-590-54400-986.444.

CITY OF
Wyoming
MICHIGAN

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

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

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

"Effective Date" means: April 4, 2021.

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

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

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

"Contractor" means: Hurst Mechanical
[Name of contracting entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
5800 Safety Drive
[Contractor's street address]
Belmont, MI 49306
[Contractor's city, state & zip]

TERMS AND CONDITIONS

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

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

None.
[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

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

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

CITY OF WYOMING

Hurst Mechanical

By: _____
Jack A. Poll, Mayor

By: Michael Sweeney
[Signature officer, director or principal of Contractor]
Mike Sweeney Project Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: 4/12, 2021

Date signed: _____, 20__

Approved as to form: [Signature]

Scott G. Smith, City Attorney

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

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

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

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

8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or project to which it relates shall not be made without the City Manager’s prior written approval and only in accordance with the written terms provided in that approval.

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

10. **Intellectual Property.** Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend all actions against the City or the City’s officers or employees for any

alleged infringement of any intellectual property rights by reason of their sale or use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

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

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

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

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

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

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

17. Insurance.

<p>COMMERCIAL GENERAL LIABILITY Minimal Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.</p>

<p>AUTOMOBILE LIABILITY INSURANCE Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence</p>
<p>WORKERS' DISABILITY COMPENSATION Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.</p>
<p>EXCESS/UMBRELLA INSURANCE Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).</p>
<p>ADDITIONAL INSURED If the City Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: the City and all its elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any insurance the City may have will be secondary and/or excess.</p>

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

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

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

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

ACKNOWLEDGEMENT

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

EXHIBIT B



(616) 784-4040
Fax (616) 785-7900
5800 Safety Drive
Belmont, MI 49306

April 4th, 2021

City of Wyoming
2350 Ivanrest Ave.
Wyoming, MI 49418

ATTN: Dan Kleinheksel

SUBJECT: City of Wyoming Clean Water Plant Control Room HVAC Upgrades

Pursuant to your request, HURST MECHANICAL has visited your facility to observe conditions, collect data and receive instructions pertaining to the above-mentioned project.

The work is to consist of the following: **Control Room HVAC Upgrades**

- Remove and dispose of the existing AHU, condensing unit and duct heater
- Provide and install a new 4 ton Trane package heat and cooling roof top unit
 - The unit will have an economizer
- Provide and install a roof curb for the new unit to sit on
- Provide and install duct work to drop down through the roof to connect to the existing supply and return
- Provide and install insulation on the supply duct drop from the new RTU
- Provide and install gas line up to the new RTU
- Provide and necessary electrical to connect the new RTU to the existing 460 3 phase electrical circuit
- Reconnect the new unit to the existing thermostat
- Start and check cooling operation

Price includes parts, labor, and installation.

Your investment is \$ 17,993.00

*Note: Work has been figured during normal business hours
Crane and Rigging has been included
Roofing has been included
Electrical has been included*

Thank you for the opportunity to prepare this quote for you. If we may be of service or if you have any questions, please feel free to call us at 616-784-4040.

Sincerely,
HURST MECHANICAL

Mike Sweeney
Mike Sweeney (Project Manager/Estimator)

HVAC System Design
Indoor Air Quality Analysis
Controls – Pneumatic & DDC
Refrigeration – Ammonia & Freon



Heating
Air Conditioning
Electrical
Plumbing



Pipe Fitting, Welding & Air Piping
Cooling Towers & Pump Packages
Sheet Metal – Exhaust & Ventilation
Preventative Maintenance Agreements

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
LABORATORY SUPPLIES

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended that the City Council authorize the purchase of laboratory supplies for the Clean Water and Drinking Water Plants using the State of Michigan MiDEAL contract.
2. Funds for the purchase of the laboratory supplies are budgeted in the Water Fund Treatment Lab Services account number 591-591-55310-740.000 and Sewer Fund Treatment Lab Services account number 590-590-54310-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of the laboratory supplies using the State of Michigan MiDEAL program and pricing.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 19, 2021.

ATTACHMENT:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: April 14, 2021
Subject: Laboratory Supplies – MiDEAL Contract
From: Jaime Fleming, Utilities Laboratories Manager
Meeting Date: April 19, 2021

RECOMMENDATION:

It is recommended that the City continue to authorize the purchase of laboratory supplies from VWR International, Inc. using the MiDEAL cooperative pricing contract.

COMMUNITY, SAFETY, STEWARDSHIP:

The Utilities laboratories are actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Laboratory analyses quantifiably document our compliance with regulatory requirements and permit limitations, guide treatment process control decisions, ensure success of our biosolids program, and monitor permit compliance of our industrial sewer users.

DISCUSSION:

MiDEAL is an extended purchasing program which allows Michigan cities, townships, villages, counties, school districts, universities, community colleges and nonprofit hospitals to use state contracts to buy goods and services.

The MiDEAL vendor contract for laboratory supplies with VWR International, Inc. expires on 3/31/2022. The MiDEAL pricing in the VWR contract is the same pricing as VWR's national cooperative pricing agreement known as NASPO.

The lab's website account for VWR International is set up with their current MiDEAL contract pricing and allows staff to easily compare VWR with other vendors to obtain the lowest possible prices at the time of purchase.

BUDGET IMPACT:

Funds for the purchase of the laboratory supplies are available in the Water Fund Treatment Lab Services Account 591-591-55310-740000 and Sewer Fund Treatment Lab Services Account 590-590-54310-740000. It is estimated the utility plant laboratories will spend approximately \$130,000 on laboratory supplies over the next year.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF LIQUID SODIUM HYPOCHLORITE

WHEREAS:

1. As detailed in the attached staff report, the City of Grand Rapids accepted formal bids for liquid sodium hypochlorite.
2. The City of Grand Rapids included an option for the cities of Grand Haven, Holland, Muskegon, Muskegon Heights, and Wyoming to purchase liquid sodium hypochlorite as a cooperative purchase.
3. It is recommended the City of Wyoming purchase liquid sodium hypochlorite from Alexander Chemical Corporation at a cost of \$156.67 per ton or \$0.7849 per gallon.
4. Funds for the purchase of liquid sodium hypochlorite are budgeted in account numbers 591-591-55300-740.000 and 590-590-54300-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of liquid sodium hypochlorite from Alexander Chemical Corporation.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 19, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Bid Summary

Resolution No. _____

STAFF REPORT

Date: April 12, 2021
Subject: Liquid Sodium Hypochlorite (Bleach)
From: Robert Veneklasen, Water Treatment Plant Superintendent
Meeting Date: April 19, 2021

RECOMMENDATION:

It is recommended the City Council accept the competitive bid price from the City of Grand Rapids and the cooperative purchasing group for liquid sodium hypochlorite from Alexander Chemical Corporation, A Carus Company, at a cost of \$156.67 per ton.

COMMUNITY, SAFETY, STEWARDSHIP:

The ability to properly disinfect the drinking water supply during and after treatment to protect the public health is the cornerstone of the water treatment process. This provides a measure of protection that retains the trust of our customers. Liquid sodium hypochlorite is used at the Clean Water Plant to control odors associated with the biological process. This application ensures the Clean Water Plant remains a good neighbor.

DISCUSSION:

The City of Grand Rapids Purchasing Department solicited competitive price bids for liquid sodium hypochlorite on behalf of the West Michigan cooperative purchasing group comprised of the Cities of Holland, Wyoming, Grand Rapids, Grand Haven, Muskegon Heights, and Muskegon.

The intent of this cooperative purchase is to maintain cooperation between the cities and to realize a benefit of reduced cost for all of the included municipalities.

After evaluation of the bids received from three vendors, it is my recommendation that we continue to participate in the cooperative purchase for liquid sodium hypochlorite. The apparent low bidder is Alexander Chemical Corporation at a cost of \$156.67 per ton, or \$0.7849 per gallon. This cost represents an increase of \$1.87 per ton.

The expected annual cost for the Clean Water Plant is \$34,600.00 and the Water Treatment Plant annual cost is expected to be \$175,790.00.

BUDGET IMPACT:

Adequate funds were budgeted in accounts 591-591-55300-740.000 (WTP) and 590-590-54300-740.000 (CWP).

Bid Tabulation

	ITEM 1	
Bid File #885-40-49 Bid Opening Date: March 16, 2021 For: Bulk Chemicals, Liquid Sodium Hypochlorite # Bidders Solicited: 18 Buyer: Kelly Criner Dept: ESD, Water	Liquid Sodium Hypochlorite	Liquid Sodium Hypochlorite
	\$/Ton	\$/Gallon
	Year 1	
Year 2		
Year 3		
Alexander Chemical Corporation 7593 S First Road LaPorte, IN 46356	\$156.67	\$0.7849
	\$156.67	\$0.7849
	\$156.67	\$0.7849
JCI Jones Chemicals, Inc. 18000 Payne Street Riverview, MI 48193	\$151.89	\$0.7640
	\$159.44	\$0.8020
	\$167.40	\$0.8420
Olin Chlor Alkali Products & Vinyls 1001 31st Street Suite 200 Downers Grove, IL 60515	\$158.69	\$0.7934
	\$158.69	\$0.7934
	At Renewal	At Renewal

ORDINANCE NO. 4-21

ORDINANCE TO AMEND SECTION 30-108 OF THE CODE OF ORDINANCES TO
MODIFY THE PROCEDURE FOR NOISE ORDINANCE VARIANCES

THE CITY OF WYOMING ORDAINS:

Section 1. That section 30-108 of the Code of Ordinances of the City of Wyoming, Michigan, is amended to read as follows:

Sec. 30-108. - Variances.

- (a) The provisions of this chapter shall not apply to those events, activities, or locations for which the city council grants a variance as provided in this section.
- (b) Except if seeking a variance for a special event for which application is made under chapter 15 of this Code, a person seeking a variance from the provisions of this chapter shall file an application with the city clerk on a form prescribed by the city. The application shall include:
 - (1) The applicant's name, address, contact person, contact person's telephone and cell numbers, and contact person's e-mail address.
 - (2) A description of the sound or noise that might violate the strict provisions of this chapter and the days, times, and how such violations might occur.
 - (3) A description of any past, current, and planned efforts made to avoid those possible violations.
 - (4) Information demonstrating that bringing the source of sound or the activity involved into compliance with this chapter would cause an unreasonable hardship for the applicant.
- (c) Upon receiving the application submitted under subsection (b), the clerk shall transmit it to the building official. The building official shall complete such investigation as the building officials deems necessary concerning the application that may include consulting with such city personnel as the building official may deem necessary or desirable and prepare a report and recommendation to the city council. The city council shall hold a public hearing on the proposed variance with notice sent by regular mail to owners of record (according to the current property tax roll) of property located within 300 feet from the property or location for which the variance is sought.
- (d) For an application under subsection (b), the city council shall determine whether to grant the variance, grant the variance with conditions, or deny the variance, and state the reasons for its action. The city council shall consider the following factors in determining whether to grant the variance:
 - (1) The balance of the hardship to the applicant in not granting the variance against adverse impacts on the health, safety and welfare of persons affected by the granting of the variance.
 - (2) The number, if any, of previous variances granted the applicant, or for the same location or activity.
 - (3) The nearness of any residence, or any other use which would be adversely affected by noise in excess of the limits prescribed by this chapter.
 - (4) The sound level of the sound to be generated by the event or activity.
 - (5) Whether the type of noise to be produced by the event or activity is usual or unusual for the location or area for which the variance is requested.
 - (6) The density of population of the area in which the event or activity is to take place.
 - (7) The day(s) and time(s) which the excess sound, activity or event will take place.
 - (8) The nature of the sound to be produced, including whether the sound will be steady, intermittent or of a repetitive impulse nature.

(9) Factors required to be considered for city actions and projects under the city's Civil Rights Policy as approved by the city council.

(e) For applications filed under subsection (b), the city council may grant a permanent and/or long-term variance only if the city council determines that granting a long-term or permanent variance is necessary because bringing the property into compliance with this chapter would cause the applicant unreasonable hardship. Added cost to comply with this chapter does not, by itself, constitute unreasonable hardship.

(f) A variance sought in connection with a special event for which application is made under chapter 15 of this Code may be granted with the approval of the special event as provided in chapter 15.

(g) The communicative content of the activity or event in determining whether to grant or deny a variance under this section or under chapter 15.

(h) The applicant shall pay a filing fee with the application under subsection (b) in the same amount as established for an application for a variance under the city's zoning ordinance, chapter 90 of this Code.

Section 2. That this ordinance shall take effect on _____, 2021.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2021.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 4-21

STAFF REPORT

Date: March 10, 2021
Subjects: Noise Ordinance Variance Amendment
From: Scott Smith, City Attorney
Meeting Date: March 15, 2021

RECOMMENDATION:

Adopt the Ordinance to Amend Section 30-108 of the Code of Ordinances to Modify the Procedure for Noise Ordinance Variances.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is served when ordinances provide for practical application with the ability to relax strict applications under appropriate circumstances to avoid undesirable results.

Safety – This ordinance will not affect safety.

Stewardship – Noise ordinance variances should be granted in accordance with city practices and without undue procedures.

BUDGET IMPACT:

The proposed ordinance should have no impact on the city's budget.

DISCUSSION:

This amendment is proposed because this section came to light when conducting a word search of the City Code for “civil rights” and “discrimination” in conjunction with consideration of the proposed civil rights policy. One sentence in this section prohibited discrimination in considering noise ordinance variances.

However, actual city practices for considering variances to the noise ordinance, particularly in relation to special events, differ from this provision. Currently, noise ordinance variances are to be considered by the construction board of appeals. But staff cannot recall having followed that procedure.

For special events for which approvals are granted under chapter 15 of the Code, variances are included in the special event approval and contract. For the very rare (*i.e.*, no one can remember one) a long-term or permanent noise variance, it seems the City Council should determine whether the variance should be granted.

03.15.2021
City Atty

ORDINANCE NO. 5-21

ORDINANCE TO AMEND SECTION 2-342 OF THE CODE OF ORDINANCES
TO DEFER TO THE CITY'S CIVIL RIGHTS POLICY

THE CITY OF WYOMING ORDAINS:

Section 1. That section 2-342 of the Code of Ordinances of the City of Wyoming, Michigan, is amended to read as follows:

Sec. 2-342. – Civil Rights.

All city employment and personnel practices shall comply with the city's civil rights policy as approved by resolution of the city council.

Section 2. That this ordinance shall take effect on _____, 2021.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2021.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 5-21

STAFF REPORT

Date: March 10, 2021
Subjects: Personnel ordinance amendment
From: Scott Smith, City Attorney
Meeting Date: March 15, 2021

RECOMMENDATION:

Adopt the Ordinance to Amend Section 2-342 of the Code of Ordinances to Defer to the City's Civil Rights Policy.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is served when the civil rights policies are consistently supportive of all members of the community.

Safety – This ordinance will not affect safety.

Stewardship – A single, consistent, universally applicable civil rights policy requires less administration than several, not entirely consistent policies.

BUDGET IMPACT:

The proposed ordinance should have no impact on the city's budget.

DISCUSSION:

If the City Council approves the proposed civil rights policy it will apply to all city officers, employees, volunteers, boards, commissions, and other bodies. As applicable federal and state requirements change, that policy can easily be modified by a City Council resolution. Therefore, amending the ordinance applicable to city personnel practices to defer to that policy will better insure consistency in the city's civil rights practices and compliance with changing federal and state requirements.

ORDINANCE NO. 6-21

ORDINANCE TO AMEND CHAPTER 70, ARTICLE I OF THE CODE OF
ORDINANCES BY ADDING SECTION 70-9 TO PROHIBIT STAYING IN VEHICLES
PARKED ON PUBLIC RIGHTS-OF-WAY OR OTHER CITY PROPERTY FOR
CERTAIN PERIODS AND PRESCRIBING PENALTIES FOR VIOLATIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 70, Article I, of the Code of the City of Wyoming, Michigan, is amended by adding section 70-9 to read as follows:

Sec. 70-9. – Remaining in a vehicle during certain periods.

(1) Except as otherwise provided in this section, an individual who does any of the following is (i) responsible for municipal civil infraction punishable by a fine of \$75.00 for a first offense and (ii) is guilty of a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not more than \$500.00, or both for a second and any subsequent offense.

(a) Remains for more than one-half hour between 11:00 p.m. and 6:00 a.m. in a parked or unmoving vehicle at one location or within 500 feet of that location on a public right-of-way or other property owned by the city.

(b) Remains for more than 2 hours between 6:00 a.m. and 11:00 p.m. in a parked or unmoving vehicle that is at one location or within 500 feet of that location on a public right-of-way or other property owned by the city.

(2) The following are not prohibited under subsection (1):

(a) Waiting to pick up another individual from a place of employment, school, library, place of worship, or other activity or event providing the vehicle leaves that location soon after the awaited individual enters the vehicle.

(b) A supervisor, worker, professional, or other individual occupying a vehicle at a worksite at which that individual is working or overseeing.

(c) A governmental officer or employee engaged in that individual's assigned work.

(d) Persons engaged to provide security at a site when engaged in that work.

(e) Persons engaged in a scientific or other study such as observing or counting traffic or wildlife as part of their employment or an accredited academic program.

(3) As used in this section, "vehicle" means that term as defined in the Michigan Vehicle Code, 1949 PA 300, MCL 257.1 *et seq.*

(4) In all cases of violation under this section the registered owner and the operator of a vehicle parked in violation of this division are jointly and severally responsible for such violation. The registration of the vehicle shall constitute *prima facie* evidence of its ownership

Section 2. This ordinance shall take effect on _____, 2021.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2021.

Kelli A. Vandenberg
Wyoming City Clerk

STAFF REPORT

Date: March 10, 2021
Subjects: Amendment to parking limitations
From: Curtis Holt, City Manager
Meeting Date: March 15, 2021

RECOMMENDATION:

Adopt the Ordinance to Amend Chapter 70, Article I of the City Code by Adding Section 70-9 to Prohibit Staying in Vehicles Parked on Public Rights-Of-Way or Other City Property for Certain Periods and Prescribing Penalties for Violations.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is served when public parking spaces are available and used appropriately for intended purposes and when clear guidance is provided to all.

Safety – Limiting extended occupied parking of vehicles will (i) better ensure on-street and other public parking is available when needed, (ii) provide clear guidance for property owners, vehicle occupants, city personnel, and the public, and (iii) minimize calls to city personnel with concerns about persons occupying vehicles for extended periods.

Stewardship – Clear requirements minimize misunderstanding and minimize time required in interactions about possible violations. Ensuring public parking is properly used and more readily available minimizes needs to construct additional parking or to require excessive privately-owned off-street parking.

BUDGET IMPACT:

The proposed resolution should have no impact on the city's budget.

DISCUSSION:

From time-to-time, city staff fields complaints about persons sleeping in trailers or motor homes parked on public streets or other situations when someone appears to be occupying a vehicle for an extended period. Providing clear limitations will give city personnel needed reasonable cause to inquire of the vehicle occupants or owners and will make it clear to occupants what activities are appropriate and for what activities they will need to find another location.

ORDINANCE NO. 10-21

ORDINANCE TO AMEND ARTICLES I AND II OF CHAPTER 86 OF THE CODE OF
ORDINANCES INCLUDING PENALTIES FOR VIOLATIONS OF THOSE PROVISIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That Articles I and II of Chapter 86 of the Code of Ordinances, City of Wyoming, Michigan are amended to read as follows:

ARTICLE I. - IN GENERAL

Sec. 86-1. – Purpose.

This chapter is intended to (i) establish the terms and conditions under which city water and sanitary sewer service is provided to persons and premises, (ii) ensure those systems are operated as required by applicable laws, rules, regulations, permits, licenses, and order and approvals of courts, agencies and officials of competent jurisdiction, (iii) provide for the protection of those systems and the investments made in them, (iv) comply with the terms of financing and other obligations related to those systems, (v) ensure the health and safety of personnel of those systems, (vi) ensure the systems operate properly, (vii) protect the waters of the state and the state's overall environment, (viii) provide water at a pressure and quality needed for domestic, business and institutional uses, including without limitation, fire protection, and (ix) to otherwise ensure and enhance the public health, safety, and general welfare.

Sec. 86-2. – Terms of service.

(1) The terms of service by the city water and sanitary sewer systems include the provisions of this chapter. Any person or premises served by the city water system or city sanitary sewer system receives such service in accordance with the provisions of this chapter. Any person who establishes a new service or who continues to accept city water or sanitary sewer service impliedly consents to these provisions.

(2) Like other utility operations, the city's water and sanitary sewer systems, serving nearly a quarter million persons in Kent and Ottawa Counties, Michigan, are complex systems affected dynamic conditions and demands, many of which are outside the reasonable control of the personnel operating them. Consequently, it is not possible to prevent all service disruptions, reductions or interruptions. Therefore, the city reserves rights to temporarily reduce or temporarily interrupt services of one or more systems when, in the judgment of system personnel, it is necessary or prudent to do so. System personnel will attempt to provide reasonable notice when service reductions or interruptions will occur, but the city also reserves the right to reduce or interrupt services without notice. Service reductions or interruption may last be intermittent or prolonged depending on the reasons for them.

(3) The city reserves the right to operate the city's water and sanitary sewer systems in a manner the city determines in its sole discretion to best advance the purposes of this chapter and the interests of the city, city residents and property owners, and others who benefit from or may have interests affected by those systems and their operation. The city therefore expressly disclaims any responsibility for service reductions or interruptions.

Sec. 86-3. – Ownership and responsibility.

Unless changed by a written contract or other written arrangement signed by the either (i) the city manager or (ii) the mayor and city clerk:

(a) For city water system residential water services, the city is responsible for operation and maintenance of (i) the water main, (ii) the pipe between the water main and the curb stop, and (iii) the curb-stop and stop box, (iv) up to 100 feet of the water line from the curb-stop to the meter, and (v) the valves on the upstream side of the meter. The water meter inside or outside a building and the AMI devices in or on a building served by the water system are the property of the city and is otherwise subject to the provisions in article II of this chapter. The property owner is responsible for valving after the meter (downstream) and other valves, piping and facilities in the premises downstream of the water meter.

(b) For city sanitary sewer system residential sanitary service, the city is responsible for the sewer main and for the sewer lateral between the main and the property line. The property owner is responsible for the lateral, the building sewer and for all other pipes and components on the owner's property.

(c) For city water system non-residential water services (including multi-family residential buildings), the city is responsible for operation and maintenance of (i) the water main, (ii) the pipe between the water main and the curb stop, and (iii) the curb-stop and stop box. The water meter inside a building and the AMI devices in or on a building served by the water system are the property of the city and are otherwise subject to the provisions in article II of this chapter. The property owner is responsible for other piping and facilities on the property owner's property.

(d) For city sewer system non-residential sanitary sewer services (including multi-family residential buildings), the city is responsible for operation and maintenance of the sanitary sewer main and the property owner is responsible for any stub off the main, laterals, building sewer and all pipes and components except the sanitary sewer main.

ARTICLE II. - WATER SYSTEM

DIVISION 1. - GENERALLY

Sec. 86-11. - Definitions.

The following definitions apply to words, terms and phrases used in this article except where the context clearly indicates a different meaning:

(a) *AMI or automated meter infrastructure* means a network of devices and software, including devices installed in or on a building or other property served by the water system, enabling remote meter reading and system status and diagnostics.

(b) *Backflow* means a reversal of normal flow within the water system or within a water system in a premises or other place due to back-siphonage or back pressure that can result in contamination of the potable water supply.

(c) *Cross connection* means a connection or arrangement of piping or appurtenances through which a backflow could occur.

(d) *Department* means the city's department of public works.

(e) *Director* means the city's director of public works or that individual's designee.

(f) *KCHD* means the Kent County Health Department or any successor agency.

(g) *MDEGLE* means the Michigan Department of Environment, Great Lakes and Energy or any successor agency.

(h) *MDHHS* means the Michigan Department of Health and Human Services or any successor agency.

(i) *Non-residential sewer service* means a sanitary sewer service lateral of any diameter that services property used as an industrial, commercial or multi-family (3 or more unit) residential building.

(j) *Non-residential water service* means a water service (i) with a diameter of greater than 1.0 inch, or (ii) or a water service of any diameter that services an industrial, commercial, or multi-family (3 or more unit) residential building.

(k) *Residential sewer service* means a sanitary sewer service lateral of any diameter that services any single family or duplex residence.

(l) *Residential water service* means only a 1" diameter water service that supplies potable water to any single family or duplex residence.

(m) *Safe air gap* means the minimum distance of a water inlet or opening above the maximum high water level or overflow rim in a fixture, device or container to which public water is furnished which shall be at least 2 times the inside diameter of the water inlet pipe, but shall not be less than 1 inch and need not be more than 12 inches.

(n) *Secondary water supply* means a water supply in addition to a public water supply including, but not limited to, (i) water systems from ground or surface sources not meeting the requirements of the safe drinking water act, 1976 PA 399 (MCL 325.1001 *et seq.*), (ii) water from a well that does not meet standards established by promulgated rules or other enforceable MDHHS, KCHD or MDEGLE requirements, or (iii) water from a public water supply which in any way has been treated, processed or exposed to any possible contaminant or stored in other than an approved storage facility.

(o) *Submerged inlet* means a water pipe or extension thereto from a public water supply terminating in a tank, vessel, fixture or appliance which may contain water of questionable quality, waste or other contaminants and which is unprotected against backflow.

(p) *Water connection* means that part of the water system connecting the water main with the premises served.

(q) *Water main* means that part of the water system located within easement lines designed to supply more than one water connection.

(r) *Water system* or *system* means the city water supply system for treating and distributing potable water including all intake pipes, plants, works, pumping stations, instruments, storage tanks or towers, pipes, valves, lines, hydrants, and properties now or later existing, used or useful in connection with the obtaining of the water supply, the treatment of water, or the distribution of water by the city.

Sec. 86-12. - Control of water system.

The acquisition, construction, alteration, management, operation and control of the system shall be under the general control and supervision of the department subject to the rights, powers and duties reserved by state law and the city Charter to the city council, city manager, and other city departments and officers.

Sec. 86-13. – Water service connections.

(1) Persons wishing to connect any premises to the water system must file an application for water connection, together with any required connection, inspection, meter and other fees, with the department in a form established by the department.

(2) Water connections and water meters shall be installed in accordance with the department's specifications and standards.

(3) All water meters, AMI devices, and water connections shall be the property of the city.

(4) Connection fees, inspection, meter, AMI device, meter reading, and other fees, rates and charges will be in amounts established by resolution of the city council and must cover costs of the materials, installation and overhead attributable to such installations.

Sec. 86-14. - Fire hydrant use.

Except in case of an emergency, no person, except a duly authorized city employee, shall open or use any fire hydrant without first securing permission from the department and paying any required fees for such use. All such uses, when including a hose or piped connection to the fire hydrant must be equipped with an approved backflow device. Use of the backflow device must meet requirements of this article.

Sec. 86-15. - Regulation of water use.

The director or city manager may regulate, limit, prohibit, and control the use of water when either of them deems it necessary, prudent, or reasonable to protect the water system, to protect the water within the water system, to protect water pressure and volume, or for any other reason in furtherance of the public health, safety, and general welfare.

(a) The regulations, limitations, prohibitions, and/or controls may restrict, limit, prohibit or control some water uses to the extent and for the duration deemed necessary to ensure an adequate supply for essential domestic and commercial needs and for firefighting, or due to possible contamination of the water supply.

(b) Except in an emergency, no such regulation, limitation, prohibition, or control will be effective until 24 hours after the publication on the city's website and in appropriate media releases.

(c) A violation of any regulation, limitation, prohibition, or control established as provided in this section is a municipal civil infraction punishable by a fine of \$150 for a first offense, \$500 for a second offense, and \$1,500 for any subsequent offense.

(d) Department employees, city police officers, and other persons authorized under this Code to issue civil infraction citations are authorized to issue a citation if the that individual observes a violation of any regulation, limitation, prohibition, or control issued under this article. Citations may also be issued in accordance with law for violations that are not observed by a city officer or employee.

Sec. 86-16. - Additional regulations.

The department, with city manager and city council approval, may issue water system, water service connections, meter and AMI devices installation and maintenance, hydrant and water main rules and regulations that are not inconsistent with this article.

Sec. 86-17. - Injury to facilities.

No person, except an employee of the city in the performance of his duties, shall willfully or carelessly break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the city water system.

Sec. 86-18. - Unauthorized water connection or use; damage to water system.

A person who obtains water from the system without all necessary permits, authorizations or permission as required in this chapter shall be guilty of a civil infraction for which the civil fine shall be \$500.00 for each offense.

(1) A person who, without department or other city approval, taps into, connects to, tampers with, modifies, alters, constructs, installs, disconnects, removes, demolishes, or destroys any city water pipe, main, hydrant, valve, inlet, swale or ditch, pump, meter, motor, structure, facility or other component of any kind is responsible for a municipal civil infraction punishable by a fine of \$250.00 for a first offense, \$2,500 for a second offense, and \$5,000.00 for any subsequent offense. That person shall also be responsible for any costs incurred to repair and restore that component.

(2) A person who uses water from the city water system without required city approvals or without correct metering is responsible for a municipal civil infraction punishable by a fine of \$250.00 for a first offense, \$2,500.00 for a second offense, and \$5,000.00 for any subsequent offense. That person shall also be responsible to pay rates, fees and charges that would have been charged for the water and/or sanitary sewer system usage if approvals had been obtained and metering had occurred.

(3) A person who tampers with any interior plumbing to bypass a water meter or in any way make a water meter's readings inaccurately reflect actual water usage is responsible for a municipal civil infraction punishable by a fine of \$250.00 for a first offense, \$2,500 for a second offense, and \$5,000.00 for any subsequent offense. That person shall also be responsible for any costs incurred to repair, restore or improve the premises to ensure the water meter accurately reflects actual water usage.

Sec. 86-19. - Rates and charges setting, billing, collection, and delinquency.

(1) Rates, fees and charges for (i) review of plans related to water system connections, water system extensions or improvements, (ii) connection to the water system, (iii) inspections of connections, extensions or improvements to the water system, (iv) consumption and use of water, (v) meter or AMI device installation, inspection and use, (vi) backflow device use and installation, (vii) cross connection compliance, (viii) wholesale service, (ix) hydrant connection and use, (x) fire suppression system connection or use, (xi) for unmetered use of water, (xii) for reading meters on any property for which the owner or occupant has refused installation of an AMI device, (xiii) late payment penalties or interest, rebilling fees, or other amounts to be paid for late payment, and (xiv) any other water system related amounts or rates the city council deems it appropriate to charge, will be as established by resolution(s) of the city council.

(a) Special rates may be established by contracts approved by the city council.

(b) Except when the city council determines there are extraordinary circumstances, rates charged for water system services to users outside the city shall not be less than rates charged for water system services to users within the city.

(c) Rates, fees and charges established by city council resolution must be in amounts or at rates estimated to be sufficient to provide for the payment of the expenses of operation, maintenance, repair, and replacement of the water system in accordance with accepted utility practices, to timely pay the principal and interest on all as are necessary to preserve the system and all its component facilities in good repair and working order; to provide for payment of the interest upon and the principal of all bonds as and when due and payable, to provide for any coverage required under any bond covenants or as required by law, and to provide for such other expenditures and funds for the system as are required by this article.

Such rates and charges shall be fixed and revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted, and agreed at all times to fix, maintain and collect such rates and charges for water service furnished by the system as shall be sufficient to provide for the foregoing.

(2) Except in extraordinary circumstances, such as extreme weather or a health emergency, water meters or data from AMI devices will be read not less frequently than quarterly, and bills for water service shall be rendered not less frequently than quarterly and become due on or before the due date specified in the bill. If bills are not paid on or before the due date specified will accrue and be charged fees, interest or penalties related to the late payment in amounts or at rates established by city council resolution.

(3) Water system rates fees and charges will be a lien on property served as provided in and collectible as provided in 1933 PA 94 (MCL 141.101 *et seq.*) and 1939 PA 178 (MCL 123.161 *et seq.*). If not paid within 6 months after they are due, the city treasurer may, before April 1 of each year, certify the delinquency to the city assessor who shall enter such delinquent charges upon the next general city tax roll as a charge against such premises and the same shall be collected and the lien thereof enforced in the same manner as general city taxes against such premises are collected and the lien thereof enforced. However, where notice is given that a tenant is responsible for such charges and service as provided in those statutes and security for such charges has been provided as established by city council by resolution, those rates, fees and charges shall not be a lien of the premises served.

(4) In addition to other remedies provided, the city shall have the right to shut off and discontinue the water service to any premises for the nonpayment of water system or sanitary sewer system charges when due. Water services so discontinued must not be restored until all sums then due and owing shall be paid, plus a turn-on charge as established by resolution of the city council from time to time and on file in city hall.

(5) The city treasurer may accept payment arrangements to pay water system bills when such arrangements are needed to prevent undue hardships and are acceptable to the city manager.

Sec. 86-20. – No free service.

No free service shall be supplied by the water system to any person, firm or corporation, public or private, or to any public agency or instrumentality, but such service furnished shall be paid for in accordance with the schedule of rates or any revisions, in compliance with the provisions of this article. The department shall not provide any other kind of service without proper payment therefor.

Sec. 86-22. – Connection required.

All houses, buildings and any other facilities or premises used for occupancy, employment, recreation or any other purposes involving people where such property abuts any right-of-way or easement and the structure is within 200 feet of the water system shall be required to connect to the water system after a 90-day written notice by the city.

Sec. 86-22. – Violations and penalties.

Except as otherwise provided in this article, a violation of any provision of this article is a municipal civil infraction punishable by a fine of \$150 for a first offense, \$250 for a second offense, and \$1,000 for any subsequent offense.

DIVISION 2. – METERS AND AMI DEVICES

Sec. 86-31. – Meters and AMI devices required; location and access.

(1) Except as otherwise provided in this article, all premises using water must be metered with a meter and, if made available by the city, an AMI device obtained from and installed by the city or another person designated by the city.

(2) Meters and AMI devices must be set in accessible locations and in the manner and places designated by the department. Meter pits will be permitted only in the most extraordinary circumstances in which an existing premises lacks a basement, cellar or other suitable place for a meter, then, with the department's prior written approval and at the expense of the property owner or occupant, the meter may be installed outside in a meter pit. The property owner will be responsible for all piping, valves, and other facilities beyond the meter and for maintenance of the

meter pit. The city will be responsible only for the meter. The property owner must maintain the meter pit in a safe, clean, and easily assessable condition, and will be responsible for any damage to the meter or any meter malfunction due to conditions in the meter pit.

(3) The director shall have the right to shut off the supply of water to any premises where there is not easy access to the meter. Any authorized city employee shall, at all reasonable hours, have the right to enter the premises where such meters are installed for the purpose of reading, testing, removing or inspecting the meter or for the purpose of inspecting any pipe or fixture connected to the city water system. No person shall hinder, obstruct or interfere with such employee in the lawful discharge of these duties under this article.

(4) All meters must be installed with an endpoint that is an AMI device if the city provides one for the premises or a standard endpoint if the city does not provide an AMI device for the premises. If an AMI device is provided by the city, unless the property owner declines to accept it due to a medical condition or other reason, the AMI device must be installed on the premises by the city or a person designated by the city. If the property owner declines an AMI device there shall be a meter reading charge in an amount establish by City Council resolution added to the water bills for the premises to offset the cost of manually reading the water meter for the premises.

Sec. 86-32. – Meter tampering, damage, or theft.

(1) No person, except an authorized department employee or other person authorized in writing by the department, shall alter, modify, change the location of, change the course of piping into, interfere with, change the location of or in any way tamper with any water meter or break, injure or change the location of the seal on any water meter.

(2) The owner of the premises upon which a meter is installed, is responsible for the meter. If the meter is damaged (including any damage resulting from freezing or due to freeze/thaw action) or stolen, the damage or theft must be immediately reported to the director. The city shall make all meter repairs and charge the cost of repair to the owner. If any damage occurs to the meter through the fault of the water mains, repairs will be made at the expense of the city.

Sec. 86-33. – Inaccurate meters.

(1) A meter will be considered accurate if it registers within 2.0% (more or less) the quantity of water passing through it. If a meter registers in excess of 2.0% more than the actual quantity of water passing through, it will be considered fast to that extent. If a meter registers in excess of 2.0% less than the actual quantity of water passing through it, it will be considered slow to that extent.

(2) If any meter fails to register properly, the director will estimate consumption on the basis of former consumption and information about the meter's inaccuracy and adjust the bill accordingly.

(3) A consumer may require that the meter be tested. If the meter is found inaccurate or otherwise defective, it shall be repaired, or another meter installed. No charge shall be made for the repair or replacement of a defective meter.

(4) If a tested meter registers fast, the city will credit the consumer a sum equal to the percent fast multiplied by the amount of all bills to the consumer within the 3 months before the test. If a tested meter registers slow, the city may collect from the consumer a sum equal to the percent slow multiplied by the amount of all the bills to the consumer within the 3 months before the test.

(5) The property owner will be charged for the replacement cost of any meter reading inaccurately due to damage caused by the property owner or contractors or other agents of the property owner.

Sec. 86-33. – Malfunctioning AMI devices.

AMI devices that do not reliably and accurately transmit water usage data from a premises will be replaced. The property owner will be charged for the replacement cost of any AMI device that is malfunctioning due to damage or interference caused by the property owner or contractors or other agents of the property owner.

DIVISION 3. - CROSS CONNECTIONS

Sec. 86-41. - Purpose of division.

This division is intended to protect the public health, safety and welfare by reducing risks of cross connection contamination of the water system. This division will control inspection, detection, prevention and elimination of cross connections in new and existing facilities.

Sec. 86-42. - Compliance with applicable law.

A connection with the water system must comply with the safe drinking water act, 1976 PA 399 (MCL 325.1001 *et seq.*) and standards established by promulgated rules or other enforceable MDHHS, KCHD, or MDEGLE requirements.

Sec. 86-43. - Prohibited connections.

Cross connections of the water system and any other water supply system or source including, but not limited to, the following are prohibited:

- (a) Between the water system and a secondary water supply, either direct or by submerged inlet.
- (b) Between a lawn sprinkler system and the water system.
- (c) Between the water system and piping which may contain sanitary waste or a chemical contaminant, including self-contained hydronic boiler systems.
- (d) Between the water system and piping immersed in a tank or vessel that may contain a contaminant.
- (e) Between the water system and fire suppression systems.

Sec. 86-44. - Private water storage tanks deemed secondary water supply.

A private water storage tank supplied from the city water system will be deemed a secondary water supply unless it is designed and approved by the department for potable water usage.

Sec. 86-45. - Local control program.

The city will maintain a comprehensive control program for elimination and prevention of all cross connections meeting MDEGLE approval.

Sec. 86-46. - Responsibility for expense of elimination of existing cross connections.

Any expense of eliminating cross connections will be that of the owner of the property on which the cross connection exists.

Sec. 86-47. - Inspection and backflow device testing.

The department will have the authority to inspect any premises to determine if a cross connection and to order immediate elimination of any cross connection. Backflow devices, as determined by the director, shall be tested upon installation and before being placed in service according to the requirements of the safe drinking water act, 1976 PA 399 (MCL 325.1001 *et seq.*) and standards established by promulgated rules or other enforceable MDHHS, KCHD, or MDEGLE requirements. Testing shall be performed by an individual meeting the requirements of the safe drinking water act, 1976 PA 399 (MCL 325.1001 *et seq.*) and standards established by promulgated rules or other enforceable MDHHS, KCHD, or MDEGLE requirements.

Sec. 86-48. - Piping identification for exposed city water and secondary piping.

When a secondary water source is used in addition to the water system, exposed city water and secondary water piping shall be identified by distinguished colors or tags and maintained so that each pipe may be readily traced in its entirety. If piping is installed that is impossible to trace in its entirety, it will be necessary to protect the water system at the service connection in a manner acceptable to the department.

Sec. 86-49. - Correction of violations; installation or use of protective devices.

When notified of a violation of this division, the owner of property on which the violation exists must correct the violation within the time stated in the notice. The time allowed for completing necessary corrections will be contingent upon the degree of hazard involved and include the time required to obtain and install equipment. If the cross connection has not been removed within the time specified, the city must terminate water service as provided in section 86-51.

Sec. 86-50. - Facility fire protection system upgrade requirement.

If a facility's fire protection system is expanded, extended or its piping is modified, the department or the Fire Department may require the fire protection system to be upgraded up to

the latest Michigan backflow protection standards. Any fire protection system which contains any additives will be required to be protected by a reduced pressure zone assembly.

Sec. 86-51. - Water service termination for cross connection.

After notice to the owner of the property, the department is authorized to discontinue water service to any premises in which a cross connection exists, where there is delinquent testing of a backflow device, or any other violation of this division. The department may take such other precautionary measures as necessary to eliminate any danger of the contamination of the water system, including physical separation of the water system from the premises. Water service to the property must not be restored until the cross connection has been eliminated, delinquent testing has been completed and all fees for restoration of service are paid.

Section 2. That this ordinance shall take effect on _____, 2021.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2021.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 10-21