

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, MARCH 21, 2022, 7:00 P.M.**

**1) Call to Order**

**2) Invocation**

*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 March 7, 2022 Regular Meeting and the March 14, 2022 Work Session

**7) Approval of Agenda**

**8) Public Hearings**

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

**9) Public Comment on Agenda Items**

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

**10) Presentations and Proclamations**

a) Presentations

1. Sustainable Business Park – Darwin Baas & Rick Chapla, Kent County Public Works

b) Proclamations

**11) Petitions and Communications**

a) Petitions

b) Communications

**12) Reports from City Officers**

a) From City Council

b) From City Manager

22-05 Acceptance of an Easement for Sidewalk Purposes at 3650 Eastern Avenue SE  
(Pearl Property Management, LLC)

22-06 Acceptance of an Easement for Sidewalk Purposes at 3610 Eastern Avenue SE  
(Pearl Property Management, LLC)

**13) Budget Amendments**

a) Budget Amendment No. 61 – To Appropriate \$1,810.71 of Additional Budgetary Authority to Provide the Necessary Funds to Purchase Custer Furniture and Install for the New Workspace for the Planner II

- b) Budget Amendment No. 63 – To Appropriate \$3,042 of Additional Budgetary Authority to Provide the Necessary Funds to Install a Workstation for the New Management Analyst Position
- c) Budget Amendment No. 64 – To Appropriate \$10,000 of Additional Budgetary Authority to Provide Grant Matching Funds to the Tree Commission in Support of Tree Projects that Create a Healthier and More Beautiful Environment for City Residents
- d) Budget Amendment No. 65 – To Appropriate \$37,800 of Additional Budgetary Authority to Provide the Necessary Funds for Right of Way Acquisition Associated with the Construction of a Sidewalk Along Eastern Avenue from 44<sup>th</sup> Street to 28<sup>th</sup> Street
- e) Budget Amendment No. 68 – To Appropriate \$430,000 of Additional Budgetary Authority to Provide the Necessary Funds for the Purchase of Real Estate Near the Water Plant’s Raw Water Intake Approved at the March 7, 2022 City Council Meeting
- f) Budget Amendment No. 69 – To Appropriate \$57,000 of Additional Budgetary Authority to Provide the Necessary Funds for the Purchase of Uniforms and Axon Body Cameras for New Police Officers Hired Through COPS Grant Funding and Recognize the Associated Transfer from the Police Fund in the Amount of the Camera Expense

**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 Authorize a Member of the City Council to Attend the Michigan Municipal League 2022 Capital Conference
- b) To Schedule a Public Hearing on the Necessity of and Specially Assessing the Costs for a Spongy Moth Suppression Project, Special Assessment Roll 22-811 (April 4, 2022 at 7:02 p.m.)
- c) To Schedule a Public Hearing on the Necessity of and Specially Assessing the Costs for a Spongy Moth Suppression Project, Special Assessment Roll 22-812 (April 4, 2022 at 7:03 p.m.)

**15) Resolutions**

- d) To Authorize the City Manager to Execute an Employment Agreement with the Management Analyst
- e) To Amend the Employment Contract Between the City of Wyoming and the Wyoming Fire Fighters Association and to Amend the Classification and Salary Schedule
- f) To Establish Precincts and Polling Places for the City of Wyoming, Kent County, Michigan
- g) To Consent to a Purchase and Development Agreement with Magnus Capital Partners, LLC
- h) To Dedicate Eagle Glen Avenue in Greens of Wyoming Plat Phase 2 Located within the City of Wyoming to be Included in the Municipal Street System

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

- i) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Resurfacing of 36<sup>th</sup> Street from Burlingame Avenue to Clyde Park Avenue (Budget Amendment No. 60)
- j) To Award the Bid for the 2022 Wyoming Resurfacing Program and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 62)

- k) To Authorize the Mayor and City Clerk to Execute an Agreement with the City of Grand Rapids for the Upgrading of Traffic Signals Along Eastern Avenue at 36<sup>th</sup> Street, 32<sup>nd</sup> Street, and Ken-o-sha (Budget Amendment No. 66)
- l) To Authorize Rental of Traffic Control Devices from Give 'Em A Brake Safety, LLC and to Authorize the Mayor and City Clerk to Execute the Contract
- m) To Award the Bid for the 2022 41<sup>st</sup> Street Watermain Replacement Project and to Authorize the Mayor and City Clerk to Execute the Contract
- n) To Concur with the Emergency Engine Repair of a Salt Spreader/Plow Truck and to Authorize Payment for the Repair
- o) To Accept a Quote for Automatic External Defibrillators (AED) and to Approve the Attached Budget Amendment (Budget Amendment No. 67)
- p) To Accept an Agreement from Hispanic Center of Western Michigan and to Authorize the Mayor and City Clerk to Execute the Agreement
- q) To Accept a Proposal for Audit Services and to Authorize the Mayor and City Clerk to Execute the Contract
- r) To Approve a Janitorial Contract with West Michigan Janitorial and to Authorize the Mayor and City Clerk to Execute the Contract

**17) Ordinances**

- 7-22 To Amend Chapter 14, Article IV, of the Code of Ordinances, Addressing Licensing of Alcoholic Liquor Businesses (Final Reading)
- 8-22 To Repeal Division 2, Article VI, Chapter 2 of the Code of Ordinances, Dissolve the Community Enrichment Commission, and Provide for its Obligations and Assets (First Reading)

**18) Informational Material**

**19) Acknowledgment of Visitors**

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

**20) Closed Session** (as necessary)

**21) Adjournment**



## **Frequently Asked Questions: Sustainable Business Park**

2/15/22

As the Sustainable Business Park nears the first phase of implementation, the Kent County Department of Public Works continues to engage community stakeholders to ensure that the project is understood, provide the opportunity for the community to raise concerns and show support and clarify the process for moving forward.

### **1. What is the Sustainable Business Park (SBP)?**

In 2018, The Kent County Board of Public Works approved the Sustainable Business Park Master Plan for 250 acres adjacent to the existing South Kent Landfill in Byron Township and Dorr Township. A significant amount of trash otherwise headed to a landfill will go to the SBP where businesses will sort and then convert that municipal solid waste into energy, compost, recycled materials and new products. The first tenant, a mixed waste processor, could be operational at the SBP as soon as 2025.

### **2. What are the benefits of the Sustainable Business Park (SBP)?**

The existing South Kent Landfill is estimated to run out of space by 2028 and Kent County will be forced to start the process of building a new landfill adjacent to the South Kent Landfill - locking another generation of Kent County residents into landfilling. Closed landfills require decades of expensive monitoring and treatment, and the risks they carry are immeasurable. The future cost of managing the South Kent Landfill post-closure is estimated at over \$20 million.

The SBP's first phase includes a mixed waste processor that can reclaim materials, a biodigester to generate renewable natural gas and create fertilizer, and a new manufacturing plant on-site to produce a roof cover board product. Future tenants will capture additional materials from waste headed to a landfill. The SBP will be a major hub for innovation and jobs and, as an alternative to landfilling, will protect our air, water and land.

### **3. Who is the "anchor tenant" for the SBP?**

Two companies, Continuus Materials and Anaergia (CM+A), have formed a partnership and are slated to invest \$280 million to become the SBP's "anchor tenant" around which other recycling and waste processing companies will locate. CM+A was selected after an extensive year-long RFP and evaluation process.

Plans call for CM+A to operate a mixed waste processing facility that could receive 400,000 tons of municipal solid waste a year, plus 30,000 tons of source separated recyclables, to produce renewable natural gas, fertilizer and recyclable commodities. It would also produce a roof coverboard made from low-value plastic and paper.

### **4. What will happen to the Waste-to-Energy (WTE) facility after the SBP is developed?**

The WTE facility will remain an important part of Kent County's integrated waste management system and remain key to achieving landfill diversion goals. For nearly 35 years, Kent County's WTE facility has allowed our community to dispose of solid waste responsibly and reliably. It is centrally located in the

county and is a source of local energy, upholding the highest environmental standards which have led to achieving Michigan's Clean Corporate Citizen (C3) designation each year since 2006.

The WTE is at capacity and will not receive more waste than it does today. However, the role of the WTE may change in the future and shift to handling waste that can't be processed at the SBP or sent to a landfill. The WTE combustion process destroys pathogens and other potentially harmful wastes, like pharmaceutical drugs, that would otherwise be a contamination risk in landfill waste, preventing contamination of ground and surface water.

**5. What will happen to the Recycling and Education Center (REC) after the SBP is developed?**

The Recycling and Education Center will remain an important part of Kent County's integrated waste management system and remains key to achieving landfill diversion goals. The REC provides a centrally located and cost-effective option for waste haulers to deliver material for single stream recycling. The SBP anchor tenant will also have the capacity to handle recyclable material to complement, but not replace, the REC. There is existing capacity at the REC to handle more recyclable material.

**6. How much more will it cost for trash service in Kent County once the SBP is developed?**

Processing waste at the SBP, WTE and REC will cost more than landfilling (in the short term). The Kent County DPW only sets the rate for waste haulers to dispose of waste at our facilities. Early estimates show that the increased rate of tipping waste at one of the DPW facilities will translate to costing about \$3 more per month on the average residential trash bill. This does not include any increase that may be the result of additional transporting of waste, and ultimately, individual waste haulers in Kent County will determine what rate they charge their customers for trash and recycling pick-up. It is difficult to calculate the exact rate increase businesses should expect, but commercial users may see a 10%-30% increase in their trash bill depending on where they are located in the county, their waste composition and if they currently have a competitive contract. Customers that currently have waste going to the WTE should expect less rate change due to the existing higher tipping fee.

**7. How much will the SBP cost Kent County?**

The first phase of the business park will require a \$70 million public investment in the "anchor tenant" site and \$19 million in additional infrastructure improvements. CM+A will invest \$280 million in private funding to build the mixed waste processing facility. Kent County is exploring the option of bonding for the \$70 million which would be paid off over 25 years with revenue from the SBP. There would be no tax increase required to support the project. The \$19 million for site preparation and infrastructure will be funded through grants and other sources. Michigan lawmakers recently allocated \$4 million in the 2021-22 state budget to help prepare the site with roads and utilities.

**8. How will a feedstock agreement work to support the SBP?**

In order to ensure municipal solid waste is delivered to the mixed waste processor at the SBP, Kent County will look to update the agreement that has existed for 35 years for WTE where waste haulers operating in the six cities of Grand Rapids, East Grand Rapids, Grandville, Walker, Kentwood and Wyoming are required to bring their waste to the WTE. By expanding the agreement to include the SBP and scaling up to the whole county the cost and benefit of shifting away from landfills will be shared by more county residents and businesses. Specifics of the feedstock agreement will be developed in partnership with community stakeholders during 2022-23. The final ordinance will further specify what materials are exempt from the agreement and how waste will be directed to various DPW facilities or landfills outside of Kent County.

**9. This seems too good to be true – can this really work?**

Both Continuous Materials and Anaergia have a proven track record of success. Continuous Materials' roof coverboard product, Everboard, is being installed on low-slope roofs across the nation. Anaergia's biodigester technology is in use in over a thousand facilities worldwide. Together, they will build a flagship facility at the SBP and reinforce Kent County's position as a leader in managing waste and sustainability. CM+A will build and operate the facility, but Kent County DPW will retain ownership of land and parts of the facility so that if something were to happen the facility could find a new operator and continue to function.

**10. What about mattresses and wood and things that are made of a bunch of layers?**

In order to achieve the goal of reducing landfill waste by 90% by 2030, additional partnerships will be needed to deal with different types of waste. Bulky items, construction and demolition waste, source separated food scraps, yard waste and industrial waste all provide opportunities for new partnerships to salvage and repurpose materials and make new products. The Sustainable Business Park Master Plan includes space for future tenants that can tackle some of the most challenging waste generated in Kent County.

**11. Is anaerobic digestion a viable option in West Michigan and what about the odor?**

Yes, anaerobic digestion is a proven technology. The City of Grand Rapids recently built a biodigester at the Water Resource Recovery Facility near downtown to process wastewater solids. Anaergia, the proposed operator of the anaerobic digestion facility at the SBP, has built over 1,700 projects on four continents and has decades of experience building and operating facilities that handle municipal solid waste.

Anaerobic digesters provide an environment for the oxygen-free decomposition of organic materials by bacteria. In contrast, aerobic decomposition, such as that which takes place in compost heaps, is "aerated" by frequent turning to expose materials to oxygen-rich air. Anaerobic digesters are completely enclosed and biogas is not released directly to the air. A biodigester in Lowell, MI was shut down in 2016 due to odor complaints. Later investigations showed the facility had several design flaws and the carbon filtration system to control odor was not operating correctly.

**12. What happens if the project doesn't deliver as promised and we need to dispose of more waste at a landfill?**

We are not putting all our eggs in this one basket. Even with a fully functioning SBP, some landfilling outside the county will still be needed. The goal is to build an integrated waste management system that doesn't just have one solution for disposing of waste and that can scale up and scale back as needed. The waste characterization of what people throw away will also change as consumer habits and the economy changes and we'll need to adapt. Kent County is structuring the lease and operating agreements at SBP so that a new operator could take over if something happened.

**13. Why isn't the facility being built in a more centralized location in Kent County and will it still serve northern Kent County?**

Kent County DPW will continue to have the transfer station in northern Kent County, the Waste-to-Energy facility and Recycling & Education Center in the middle of the county and the new Sustainable Business Park in southern Kent County. The site of the proposed SBP is ideally situated near US131 and has direct access to rail. The land was purchased over the past 30 years in anticipation of needing to expand South Kent Landfill. The Sustainable Business Park Master Plan that was completed in 2018

outlines additional assets of the site and why it is suitable for this type of development. A feedstock agreement will be developed in such a way to minimize waste transfers and transportation of waste across the county.

**14. Did the DPW look at other alternatives to reach community diversion goals?**

Yes. From increasing capacity and participation in recycling to adding a third combustion train at Waste-to-Energy, the DPW explored options to reach higher diversion rates using its existing facilities. However, these alternatives were not cost effective and did not make significant progress toward landfill diversion. In 2020, the DPW issued an RFP to secure an “anchor tenant” at the SBP and began a year-long evaluation process that included interviews, financial analysis and site visits. The DPW worked closely with its advisory team including The Right Place Inc., Fishbeck, Gershman, Bricker & Bratton, Inc. (GBB), Sustainable Research Group, Plante Moran, Byrum & Fisk Advocacy Communications and a community working group to narrow down the finalists. RFP respondents proposed several different technologies and processes to reach diversion goals, including biodigestion, incineration, mixed waste processing, composting, etc. Ultimately, CM+A proposed the most comprehensive strategy and demonstrated the most robust private public partnership.

# City of Wyoming Michigan

**City Manager** | 1155 28th St SW, Wyoming, MI 49509  
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

March 21, 2022

Wyoming City Council  
Wyoming, Michigan

City Manager's Report No. 22-05

Subject: Acceptance of an Easement for sidewalk purposes at 3650 Eastern Avenue, SE  
(Pearl Property Management, LLC)

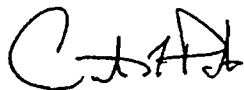
Councilmembers:

Pearl Property Management, LLC, owner of 3650 Eastern Avenue, SE, has submitted the following described Easement for the construction of sidewalk along Eastern Avenue. The Easement conveys permanent access rights to the City of Wyoming for the sidewalk improvements. The Easement area is shown on Exhibit A. The acquisition is necessary as part of the Eastern Avenue Sidewalk Improvements project, led by the City of Grand Rapids for construction in 2022.

Grantor:	Pearl Property Management, LLC
Parcels:	41-18-20-151-031
Right-of-way Size	3,400 sf – Easement
Consideration:	\$14,400.00

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

Respectfully submitted,



Curtis L. Holt  
City Manager

Attachments: Non-Motorized Trail Easement  
Estimate of Just Compensation

community • safety • stewardship

CITY COUNCIL

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

**CITY OF WYOMING  
EASEMENT  
Parcel No. 41-18-20-151-031**

The Grantor, **Pearl Property Management, LLC**, a Michigan limited liability company, whose address is 0-288 Begole, Grand Rapids, MI 49534

**DOES HEREBY GRANT AND CONVEY TO:**

**CITY OF WYOMING**, a Michigan Municipal corporation, whose address is 1155 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509, (the "City" herein) an Easement for Highway, Public and Private Utility, Sidewalk, and Vegetation Management purposes in, under, over, across, through and upon property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

**See Exhibit attached hereto for the Easement Area, Easement Legal Description, and Property Legal Description (A portion of Parcel No. 41-18-20-151-031)**

**For the full consideration of Fourteen Thousand Four Hundred Dollars and No Cents (\$14,400.00).**

The Easement and the rights relating to it that are granted herein are for the City, and for any individual, company or entity (including contractors and subcontractors) authorized by the City to use the Easement. Each reference to the City herein includes by definition "each additional representative".

Grantors shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area which would inhibit the intended use of the Easement.

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

**DATED:** \_\_\_\_\_

**Approved as a form:**

\_\_\_\_\_  
**Attorney for the City of Wyoming**

GRANTOR:  
Pearl Property Management, LLC, a  
Michigan limited liability company

Merle Mulder  
By: merle mulder  
Its: member

STATE OF MICHIGAN     )  
  SS  
COUNTY OF Ottawa )

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on  
this 14 day of March, 2022, by Merle Mulder, the  
member of Pearl Property Management, LLC, a Michigan limited  
liability company.

KELLY JACOBSEN  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OTTAWA  
My Commission Expires June 21, 2024  
Acting in the County of Ottawa

Kelly Jacobsen, Notary Public  
Ottawa County, Michigan  
Acting in Ottawa County, Michigan  
My Commission Expires: 6/21/2024

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

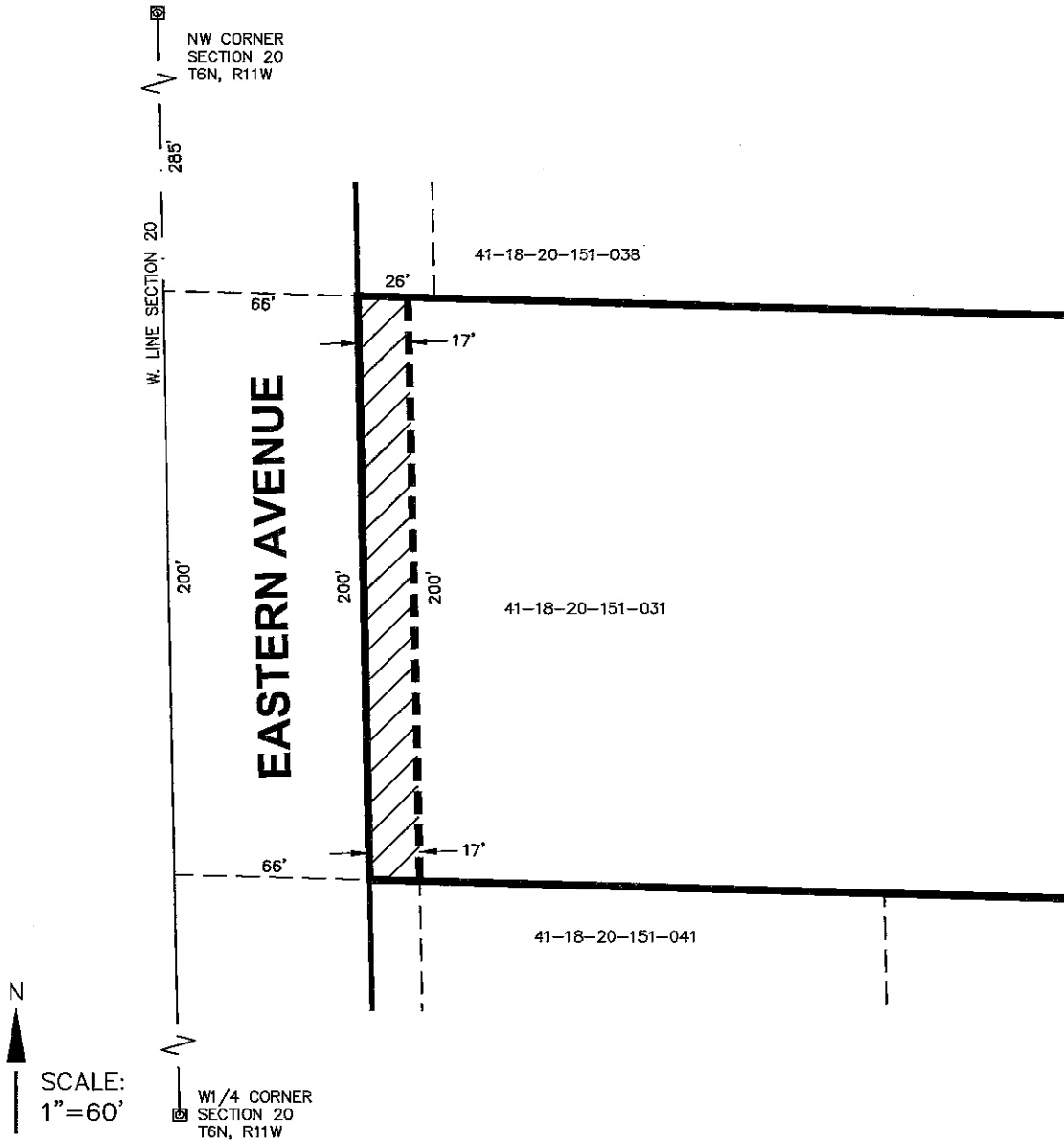
Legal Description prepared by:  
Curtis Raymond Zack, PS  
Williams & Works  
549 Ottawa Ave., NW  
Grand Rapids, Michigan 49503

Map of Survey for: City of Wyoming  
 Date: 12/1/2021 No. 220142

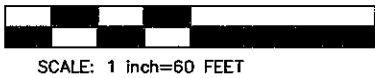
# 17' RIGHT-OF-WAY EASEMENT

DESCRIPTION: (PARCEL #41-18-20-151-031)  
 S 200 FT OF N 485 FT OF THAT PART OF NW 1/4 LYING WLY OF CONRAIL RR R/W /50 FT WIDE/ \* SEC 20 T6N R11W 2.15 A.  
 DESCRIPTION: (PROPOSED 17' RIGHT-OF-WAY EASEMENT)

An easement for right-of-way purposes over that part of the Northwest 1/4 of Section 20, Township 6 North, Range 11 West, Kent County, Michigan, described as:  
 The East 17 feet of the West 83 feet of the South 200 feet of the North 485 feet of said Section 20.  
 Contains 3,400 square feet (0.08 acres), more or less.



Sheet 2 of 4



SCALE: 1 inch=60 FEET

LEGEND

- ☐ MONUMENT
- ▨ PROPOSED EASEMENT
- ▭ GRANTOR'S PROPERTY

This survey was made from the above legal description which was given to us as a complete description of the property. Both map and description should be compared with the abstract Title or Title Policy for any exceptions, easements or differences in description.



**williams&works**  
 engineers | surveyors | planners  
 616.224.1500 phone . 616.224.1501 facsimile  
 549 Ottawa Ave NW . Grand Rapids, MI 49503

By *Curtis Zack*  
 PROFESSIONAL SURVEYOR

**CITY OF WYOMING  
ESTIMATE OF JUST COMPENSATION**

**PROJECT:** Eastern Avenue Improvements

**SITE DATA:**

*Permanent Parcel No.:* 41-18-20-151-031

*Parcel:* Pearl Property Management, LLC

*Land Use:* Commercial - Improved    *Size:* 2.147 Ac (total)

*Address:* 3650 Eastern Avenue, SE

*Zoning:* 201

<p><b>ACQUISITION DESCRIPTION:</b></p> <p>Value obtained from an Appraisal by Integra Realty Resources – Grand Rapids. Review Appraisal by R.S. Thomas &amp; Associates, Inc.</p> <p>Summary of Costs:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><u>Easement:</u> A rectangular piece of property located adjacent to Eastern Avenue as shown on sketch.</p> <p>Area: 0.08 Ac (3,400 sft)</p> </div>	<p><b>SKETCH:</b> <span style="float: right;">North ↑</span></p>
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<b>COMPUTATION OF VALUE:</b>	
LAND ACQUISITION, EASEMENT	
Easement - Appraisal	<b>\$14,400.00</b>

REMARKS:

**\$ 14,400.00**

Signed:

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 Land Matters, llc  
 Deborah S. Poeder

for information call 616.791.9805

Agreed to by:

Pearl Property Management, LLC

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 By: Mark Muller  
 Its: member

# City of Wyoming Michigan

**City Manager** | 1155 28th St SW, Wyoming, MI 49509  
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

March 21, 2022

Wyoming City Council  
Wyoming, Michigan

City Manager's Report No. 22-06

Subject: Acceptance of an Easement for sidewalk purposes at 3610 Eastern Avenue, SE  
(Pearl Property Management, LLC)

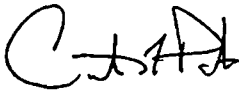
Councilmembers:

Pearl Property Management, LLC, owner of 3610 Eastern Avenue, SE, has submitted the following described Easement for the construction of sidewalk along Eastern Avenue. The Easement conveys permanent access rights to the City of Wyoming for the sidewalk improvements. The Easement area is shown on Exhibit A. The acquisition is necessary as part of the Eastern Avenue Sidewalk Improvements project, led by the City of Grand Rapids for construction in 2022.

Grantor:	Pearl Property Management, LLC
Parcels:	41-18-20-151-038
Right-of-way Size	5,781 sf – Easement
Consideration:	\$23,400.00

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

Respectfully submitted,



Curtis L. Holt  
City Manager

Attachments: Non-Motorized Trail Easement  
Estimate of Just Compensation

community • safety • stewardship

CITY COUNCIL

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

**CITY OF WYOMING  
EASEMENT  
Parcel No. 41-18-20-151-038**

The Grantor, **Pearl Property Management, LLC**, a Michigan limited liability company, whose address is 0-288 Begole, Grand Rapids, MI 49534

**DOES HEREBY GRANT AND CONVEY TO:**

**CITY OF WYOMING**, a Michigan Municipal corporation, whose address is 1155 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509, (the "City" herein) an Easement for Highway, Public and Private Utility, Sidewalk, and Vegetation Management purposes in, under, over, across, through and upon property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

**See Exhibit attached hereto for the Easement Area, Easement Legal Description, and Property Legal Description (A portion of Parcel No. 41-18-20-151-038)**

**For the full consideration of Twenty-Three Thousand Four Hundred Dollars and No Cents (\$23,400.00).**

The Easement and the rights relating to it that are granted herein are for the City, and for any individual, company or entity (including contractors and subcontractors) authorized by the City to use the Easement. Each reference to the City herein includes by definition "each additional representative".

Grantors shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area which would inhibit the intended use of the Easement.

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

**DATED:** \_\_\_\_\_

**Approved as a form:**

\_\_\_\_\_  
**Attorney for the City of Wyoming**

GRANTOR:  
Pearl Property Management, LLC, a  
Michigan limited liability company

*Merle Mulder*

By: *merle mulder*  
Its: *member*

STATE OF MICHIGAN     )  
  SS  
COUNTY OF *Ottawa* )

The foregoing instrument was acknowledged before me in *Ottawa* County, Michigan on this *14* day of *March*, 2022, by *Merle Mulder*, the *member* of Pearl Property Management, LLC, a Michigan limited liability company.

KELLY JACOBSEN  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OTTAWA  
My Commission Expires June 21, 2024  
Acting in the County of *Ottawa*

*Kelly Jacobsen*, Notary Public  
*Ottawa* County, Michigan  
Acting in *Ottawa* County, Michigan  
My Commission Expires: *6/21/2024*

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:  
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Map of Survey for: City of Wyoming  
 Date: 12/1/2021 No. 220142

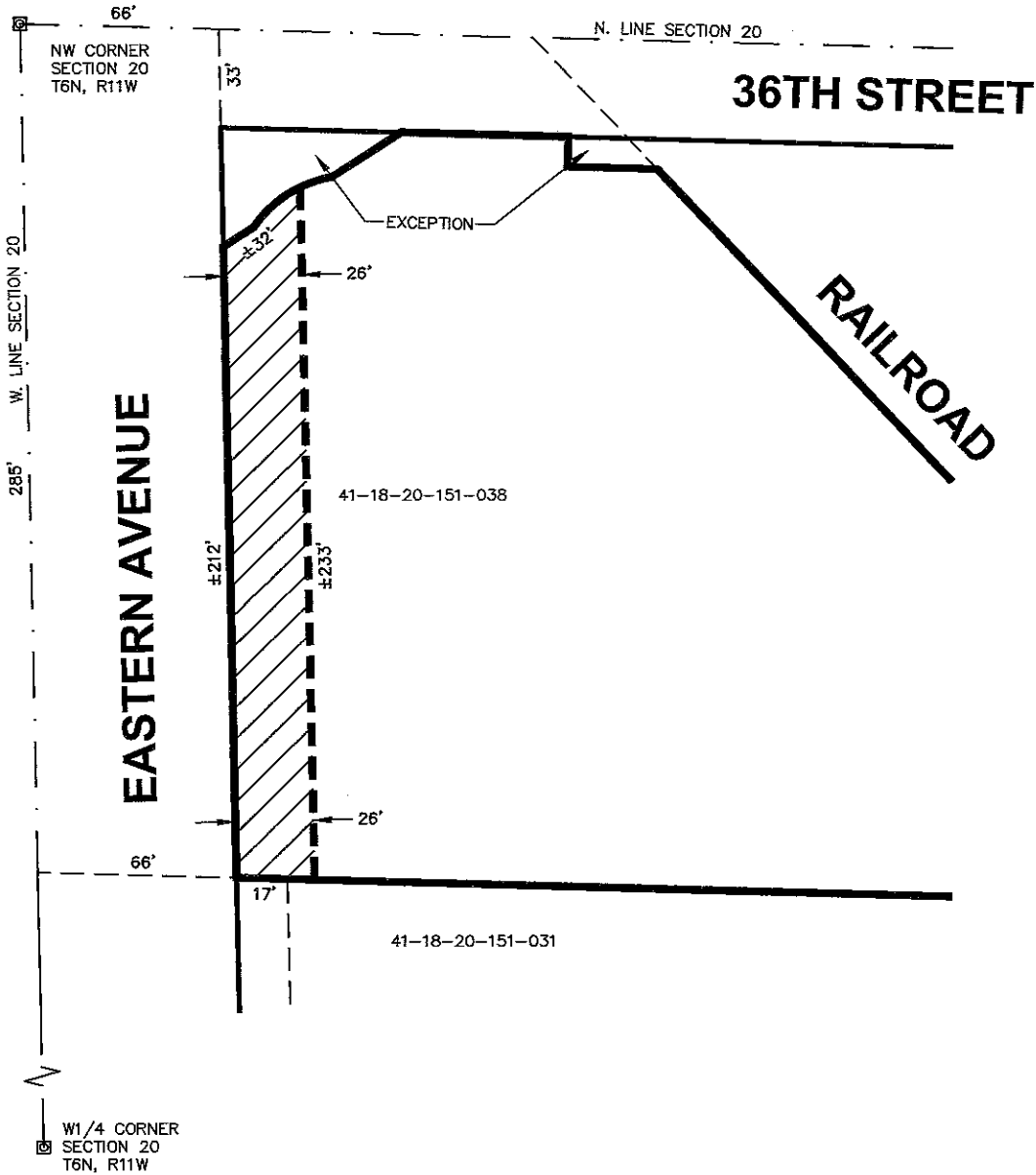
## 26' RIGHT-OF-WAY EASEMENT

DESCRIPTION: (PARCEL #41-18-20-151-038)

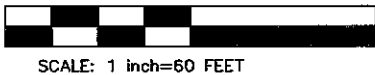
THAT PART OF N 285 FT OF NW 1/4 LYING WLY OF CONRAIL RR R/W /50 FT WIDE/ EX COM 66.08 FT S 87D 13M 00S E ALONG N SEC LINE & 33.04 FT S OD 00M 00S FROM NW COR OF SEC TH S OD 00M 00S ALONG SD E LINE 40.0 FT TH N 58D 14M 57S E 12.0 FT TH NLY 31.03 FT ALONG A 40 FT RAD CURVE TO RT /LONG CHORD BEARS N 58D 14M 57S E 31.0 FT/ TH N 58D 14M 57S E 27.48 FT TH N 87D 13M 00S W 60.0 FT TO BEG & EX COM 170.71 FT S 87D 13M 00S E ALONG N SEC LINE & 46.49 FT S 41D 59M 49S E ALONG WLY LINE OF SD RR R/W FROM NW COR OF SEC TH N 87D 13M 00S W 20.0 FT TH S 2D 47M 00S W 10.0 FT TH S 87D 13M 00S E 29.92 FT TO WLY LINE OF SD RR R/W TH N 41D 59M 49S W ALONG SD WLY LINE 14.09 FT TO BEG \* SEC 20 T6N R11W 1.60 A.

DESCRIPTION: (PROPOSED 26' RIGHT-OF-WAY EASEMENT)

An easement for right-of-way purposes over that part of the Northwest 1/4 of Section 20, Township 6 North, Range 11 West, Kent County, Michigan, described as:  
 The East 26 feet of the West 92 feet of the North 285 feet of said Section 20.  
 Contains 5,781 square feet (0.13 acres), more or less.



Sheet 1 of 4



<p><b>LEGEND</b></p> <p>☒ MONUMENT</p> <p> PROPOSED EASEMENT</p> <p> GRANTOR'S PROPERTY</p>	<p><i>This survey was made from the above legal description which was given to us as a complete description of the property. Both map and description should be compared with the abstract Title or Title Policy for any exceptions, easements or differences in description.</i></p>		<p><b>williams&amp;works</b>          engineers   surveyors   planners          616.224.1500 phone · 616.224.1501 facsimile          549 Ottawa Ave NW · Grand Rapids, MI 49503</p> <p>By           PROFESSIONAL SURVEYOR</p>
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**CITY OF WYOMING  
ESTIMATE OF JUST COMPENSATION**

**PROJECT:** Eastern Avenue Improvements


<b>SITE DATA:</b>		Permanent Parcel No.: 41-18-20-151-038	
Parcel:	Pearl Property Management, LLC	Land Use:	Industrial – Improved      Size: 1.47 Ac (total)
Address	3610 Eastern Avenue, SE	Zoning:	301

<p><b>ACQUISITION DESCRIPTION:</b></p> <p>Value obtained from an Appraisal by Integra Realty Resources – Grand Rapids. Review Appraisal by R.S. Thomas &amp; Associates, Inc.</p> <p>Summary of Costs:</p> <div style="border: 1px solid black; padding: 5px;"> <p><u>Easement:</u> A rectangular piece of property located adjacent to Eastern Avenue as shown on sketch.</p> <p>Area: 0.13 Ac (5,781 sft)</p> </div>	<p><b>SKETCH:</b> <span style="float: right;">North ↑</span></p>
--	--

<b>COMPUTATION OF VALUE:</b>	
LAND ACQUISITION, EASEMENT	
Easement - Appraisal	<b>\$ 23,400.00</b>


REMARKS:

**\$ 23,400.00**

Signed:   
Land Matters, llc  
Deborah S. Poeder

for information call 616.791.9805

Agreed to by: Pearl Property Management, LLC

  
By: merle mulder  
Its: member

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: March 21, 2022**

**Budget Amendment No. 061**

To the Wyoming City Council:

A budget amendment is requested to appropriate \$1,810.71 of additional budgetary to provide the necessary funds to purchase Custer furniture and install for the new workspace for Planner II.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Major Streets Fund</u></b>				
General Fund - Planning - Office Supplies				
101-400-40000-727	550.00	1,810.71		2,360.71
Fund Balance/Working Capital (Fund 101)		<u>0.00</u>	<u>1,810.71</u>	

Recommended: Jodi Yencar \_\_\_\_\_  
 Finance Director City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_  
 that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the  
 foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

\_\_\_\_\_  
 City Clerk

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: March 21, 2022**

**Budget Amendment No. 063**

To the Wyoming City Council:

A budget amendment is requested to appropriate \$3,042.00 of additional budgetary authority to provide the necessary funds to install a workstation for the new Management Analyst position.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Major Streets Fund</u></b>				
General Fund - City Manager - Repairs and Maintenance				
101-172-17200-930.000	-	3,042.00		3,042.00
Fund Balance/Working Capital (Fund 101)		<u>0.00</u>	<u>3,042.00</u>	

Recommended: Jodi Yencas \_\_\_\_\_  
 Finance Director City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_  
 that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the  
 foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

\_\_\_\_\_  
 City Clerk

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: March 21, 2022**

**Budget Amendment No. 064**

To the Wyoming City Council:

A budget amendment is requested to appropriate \$10,000.00 of additional budgetary authority to provide grant matching funds to the Tree Commission in support of tree projects that create a healthier and more beautiful environment for City residents.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>General Fund</u></b>				
General Fund - City Manager - Other Services				
101-172-17200-956.000	-	10,000.00		10,000.00
Fund Balance/Working Capital (Fund 101)		<u>0.00</u>	<u>10,000.00</u>	

Recommended:   
 Finance Director

\_\_\_\_\_  
 City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

\_\_\_\_\_  
 City Clerk

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: March 21, 2022**

**Budget Amendment No. 065**

To the Wyoming City Council:

A budget amendment is requested to appropriate \$37,800.00 of additional budgetary authority to provide the necessary funds for Right of Way acquisition associated with the construction of a sidewalk along Eastern Avenue from 44th Street to 28th Street.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Major Streets Fund</u></b>				
Public Works - Street Maintenance - Capital Outlay Major Street Construction				
202-441-46300-972.502	1,337,029.98	37,800.00		1,374,829.98
Fund Balance/Working Capital (Fund 202)		<u>0.00</u>	<u>37,800.00</u>	

Recommended: Jodi Yenchar \_\_\_\_\_  
 Finance Director City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

\_\_\_\_\_  
 City Clerk

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: March 21, 2022**

**Budget Amendment No. 068**

To the Wyoming City Council:

A budget amendment is requested to appropriate \$430,000 of additional budgetary authority to provide the necessary funds for the purchase of real estate near the water plant's raw water intake approved at the March 7, 2022 Council meeting.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Water Fund</u></b>				
Water Fund - Land				
591-130.000	-	430,000.00		430,000.00
		<u>0.00</u>	<u>430,000.00</u>	
Fund Balance/Working Capital (Fund 591)		<u>0.00</u>	<u>430,000.00</u>	

Recommended: *Jodi Yencar* \_\_\_\_\_  
 Finance Director City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_  
 that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the  
 foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

\_\_\_\_\_  
 City Clerk

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: March 21, 2022**

**Budget Amendment No. 069**

To the Wyoming City Council:

A budget amendment is requested to appropriate \$57,000 of additional budgetary authority to provide the necessary funds for the purchase of uniforms and Axon body cameras for new police officers hired through COPS grant funding and recognize the associated transfer from the Police Fund in the amount of the camera expense.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>General Fund</u></b>				
General Fund - Police - Patrol - Uniforms				
101-305-31500-744.00	\$108,671.00	\$42,000.00		\$150,671.00
General Fund - Police - Patrol - Capital Outlay Video Camera				
101-305-31500-980.094	129,244.00	15,000.00		144,244.00
General Fund - Transfers - Police Fund				
101-699.207	3,089,335.00	15,000.00		3,104,335.00
Fund Balance/Working Capital (Fund 101)		<u>0.00</u>	<u>42,000.00</u>	
<b><u>Police Fund</u></b>				
Police Fund - Transfers - General Fund				
207-305-99900-999.101	3,089,335.00	15,000.00		3,104,335.00
Fund Balance/Working Capital (Fund 207)		<u>0.00</u>	<u>15,000.00</u>	

Recommended Jodi Yenchar  
Finance Director

\_\_\_\_\_  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

\_\_\_\_\_  
City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE A MEMBER OF THE CITY COUNCIL TO ATTEND THE  
MICHIGAN MUNICIPAL LEAGUE 2022 CAPITAL CONFERENCE

WHEREAS:

1. The Michigan Municipal League 2022 Capital Conference will be held on March 15 and 16, 2022.
2. It is the desire of the City Council that Mayor Pro-Tem Sam Bolt represent Wyoming at the conference.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council hereby authorize Mayor Pro-Tem Sam Bolt to attend the Michigan Municipal League 2022 Capital Conference in Lansing, Michigan on March 15 and 16, 2022.
2. The Council members will submit their expense reports at the conclusion of the conference for reimbursement.

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 March 21, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

**City of Wyoming  
TRAVEL EXPENSE ESTIMATE AND AUTHORIZATION**

**REQUIRED TO BE FILLED OUT PRIOR TO APPROVAL**

Is this required training for continued education to keep a license or certification?

YES \_\_\_\_\_ NO

How does this training apply towards providing quality service to our Citizens?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Registration Deadline: \_\_\_\_\_

Approval	
Department Head	_____
City Manager	_____

Employee: Sam Bolt  
 Department: City Council  
 Destination: 2022 Capital Conference, Lansing MI

Date Submitted: 03/08/22  
 Date(s) of Travel: 03/16/22 to 03/16/22  
 Account Charged: 101-101-10100-860.000

**PLEASE ATTACH ALL DOCUMENTATION RELEVANT TO THIS REQUEST**

	Estimated	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast - \$10.00								
Lunch - \$15.00								
Dinner - \$25.00								
Lodging								
Air Fare/Train								
Car Rental								
Mileage-.535/Mile	\$ 87.00							
Parking/Toll/etc								
Registration	\$ 275.00							
<b>TOTAL</b>	<b>\$ 362.00</b>							

**SIGN WHEN SUBMITTING FINAL EXPENSES**

Date Submitted: \_\_\_\_\_  
 Submitted by (Print): \_\_\_\_\_  
 Finance Designee: \_\_\_\_\_

Total Expenses	\$ 362.00
5/3 CC Charges	\$ 275.00
Due to Employee	

Check for: \$ 275.00 Date: \_\_\_\_\_  
 Payable to: 5/3 cc #6458  
 Address: upon rect

Check for: \_\_\_\_\_ Date: \_\_\_\_\_  
 Payable to: \_\_\_\_\_  
 Address: \_\_\_\_\_

Check for: \_\_\_\_\_ Date: \_\_\_\_\_  
 Payable to: \_\_\_\_\_  
 Address: \_\_\_\_\_

Check for: \_\_\_\_\_ Date: \_\_\_\_\_  
 Payable to: \_\_\_\_\_  
 Address: \_\_\_\_\_

**Stowell, Jennifer**

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**From:** admin@mml.org  
**Sent:** Monday, March 7, 2022 6:21 PM  
**To:** Stowell, Jennifer  
**Subject:** Order Confirmation

**Michigan Municipal League**

**Order Number** 60160  
**Order Date** 3/7/2022  
**Bill To** Ms. Jennifer Stowell  
**Order Total** 275.00  
**Payment Method** MasterCard \*\*\*\*\*6458  
**Name on Card** Curtis Holt

<b>Qty</b>	<b>Item</b>	<b>Price</b>	<b>Total</b>
1	Mr. Sam Bolt <b>When:</b> 3/15/2022 - 3/16/2022 <b>Where:</b> Lansing Center Phone: (517) 483-7400 333 E. Michigan Avenue Lansing, MI 48933	275.00	275.00
<b>Item Total</b>			275.00
<b>Transaction Grand Total</b>			275.00

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON THE NECESSITY OF AND  
SPECIALLY ASSESSING THE COSTS FOR A SPONGY MOTH SUPPRESSION PROJECT,  
SPECIAL ASSESSMENT ROLL 22-811

WHEREAS:

1. Spongy moths can cause tree and plant damage such as defoliation, 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 Council directed the City Manager to prepare plans and specifications and an estimate of cost for a spongy moth suppression project as described below.
3. The City Manager caused the preparation of those plans and specifications and filed them with the City Clerk, together with certain recommendations as required by the City Charter and City Code of the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the plans and specifications, cost estimate and report for the 2022 spongy moth suppression project, shall remain on file in the Office of the City Clerk, and shall be available for public examination.
2. That all the costs of that public improvement be specially assessed against parcels specially benefitted from that project as depicted within the drawing attached as Exhibit A and listed by tax parcel numbers and addresses on Exhibit B that together comprise the proposed special assessment district 22-812.
3. The City Council will hold a public hearing during its regular meeting of Monday, **April 4, 2022, at 7:02 p.m.**, to hear from all persons affected by or interested in the proposed 2022 spongy moth suppression project or who own or occupy property in the proposed special assessment district.
4. The City Clerk is directed to provide notice of the time and place of the hearing as follows:
  - a. Published once in the *Grand Rapids Press*, an official newspaper of the City of Wyoming, not less than 5 days prior to the date of the hearing; and
  - b. Sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least ten 10 days before the time of the hearing.
5. The notice of the hearing to be published and mailed, shall be in substantially the form attached as Exhibit C.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 21, 2022.

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Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

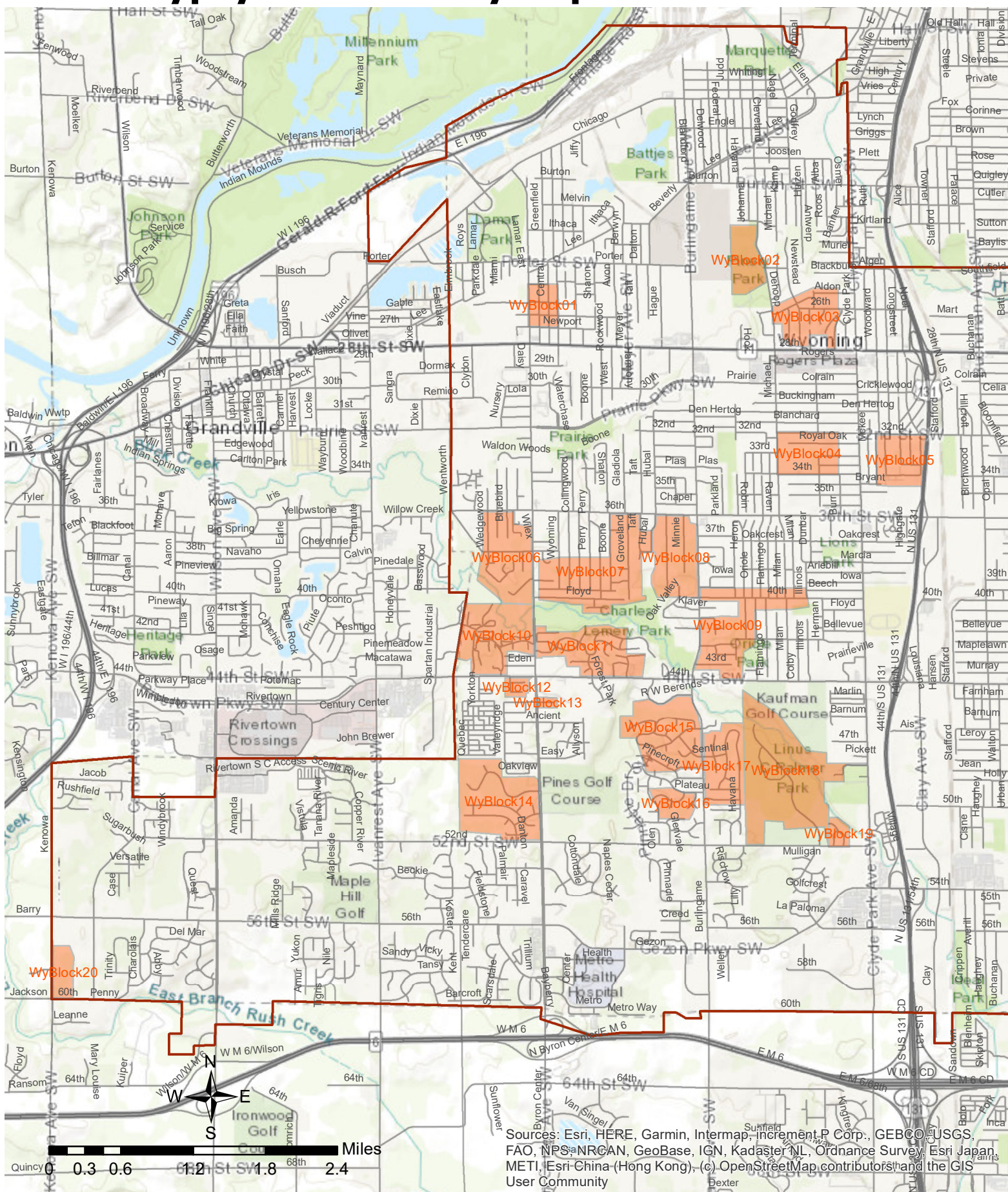
Exhibit A – Aerial Spray Map

Exhibit B – List of Parcels in Proposed Special Assessment District

Exhibit C – Form of Notice of Public Hearing (1<sup>st</sup> Letter)

Resolution No. \_\_\_\_\_

# City of Wyoming Gypsy Moth Survey Report 2022 Season



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

**Shaded areas are recommended for aerial B.t.k. spray in Spring 2022**

**Aquatic Consulting Services 2022**

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 22-811

41-17-10-304-001	2502	BYRON CENTER AVE SW	41-17-10-306-041	2527	WYOMING AVE SW
41-17-10-304-003	2514	BYRON CENTER AVE SW	41-17-10-306-042	2531	WYOMING AVE SW
41-17-10-304-004	2520	BYRON CENTER AVE SW	41-17-10-306-043	2535	WYOMING AVE SW
41-17-10-304-005	2526	BYRON CENTER AVE SW	41-17-10-306-044	2541	WYOMING AVE SW
41-17-10-304-006	2532	BYRON CENTER AVE SW	41-17-10-306-045	2545	WYOMING AVE SW
41-17-10-304-007	2540	BYRON CENTER AVE SW	41-17-10-306-047	2534	CENTRAL AVE SW
41-17-10-304-008	2501	FOREST GROVE AVE SW	41-17-10-306-053	2520	CENTRAL AVE SW
41-17-10-304-009	2507	FOREST GROVE AVE SW	41-17-10-351-001	2392	THORNWOOD ST SW
41-17-10-304-010	2511	FOREST GROVE AVE SW	41-17-10-351-002	2608	BYRON CENTER AVE SW
41-17-10-304-011	2513	FOREST GROVE AVE SW	41-17-10-351-003	2620	BYRON CENTER AVE SW
41-17-10-304-012	2515	FOREST GROVE AVE SW	41-17-10-351-005	2605	FOREST GROVE AVE SW
41-17-10-304-013	2521	FOREST GROVE AVE SW	41-17-10-351-006	2611	FOREST GROVE AVE SW
41-17-10-304-014	2341	THORNWOOD ST SW	41-17-10-351-007	2615	FOREST GROVE AVE SW
41-17-10-304-015	2335	THORNWOOD ST SW	41-17-10-351-008	2619	FOREST GROVE AVE SW
41-17-10-304-016	2508	BYRON CENTER AVE SW	41-17-10-351-010	2363	WRENWOOD ST SW
41-17-10-305-001	2500	FOREST GROVE AVE SW	41-17-10-351-011	2629	FOREST GROVE AVE SW
41-17-10-305-002	2506	FOREST GROVE AVE SW	41-17-10-351-012	2626	BYRON CENTER AVE SW
41-17-10-305-003	2510	FOREST GROVE AVE SW	41-17-10-351-013	2385	WRENWOOD ST SW
41-17-10-305-004	2512	FOREST GROVE AVE SW	41-17-10-352-001	2604	FOREST GROVE AVE SW
41-17-10-305-005	2514	FOREST GROVE AVE SW	41-17-10-352-002	2610	FOREST GROVE AVE SW
41-17-10-305-006	2520	FOREST GROVE AVE SW	41-17-10-352-003	2614	FOREST GROVE AVE SW
41-17-10-305-007	2526	FOREST GROVE AVE SW	41-17-10-352-004	2620	FOREST GROVE AVE SW
41-17-10-305-008	2319	THORNWOOD ST SW	41-17-10-352-005	2626	FOREST GROVE AVE SW
41-17-10-305-009	2501	CENTRAL AVE SW	41-17-10-352-006	2632	FOREST GROVE AVE SW
41-17-10-305-012	2521	CENTRAL AVE SW	41-17-10-352-007	2601	CENTRAL AVE SW
41-17-10-305-013	2529	CENTRAL AVE SW	41-17-10-352-008	2609	CENTRAL AVE SW
41-17-10-305-014	2535	CENTRAL AVE SW	41-17-10-352-009	2617	CENTRAL AVE SW
41-17-10-305-015	2539	CENTRAL AVE SW	41-17-10-352-010	2625	CENTRAL AVE SW
41-17-10-305-016	2547	CENTRAL AVE SW	41-17-10-352-011	2631	CENTRAL AVE SW
41-17-10-305-017	2505	CENTRAL AVE SW	41-17-10-353-001	2602	CENTRAL AVE SW
41-17-10-305-018	2511	CENTRAL AVE SW	41-17-10-353-002	2606	CENTRAL AVE SW
41-17-10-306-016	2476	CENTRAL AVE SW	41-17-10-353-003	2612	CENTRAL AVE SW
41-17-10-306-017	2502	CENTRAL AVE SW	41-17-10-353-004	2618	CENTRAL AVE SW
41-17-10-306-018	2506	CENTRAL AVE SW	41-17-10-353-005	2624	CENTRAL AVE SW
41-17-10-306-019	2510	CENTRAL AVE SW	41-17-10-353-006	2630	CENTRAL AVE SW
41-17-10-306-022	2540	CENTRAL AVE SW	41-17-10-353-007	2250	THORNWOOD ST SW
41-17-10-306-023	2255	THORNWOOD ST SW	41-17-10-353-008	2607	WYOMING AVE SW
41-17-10-306-024	2251	THORNWOOD ST SW	41-17-10-353-009	2613	WYOMING AVE SW
41-17-10-306-036	2469	WYOMING AVE SW	41-17-10-353-010	2619	WYOMING AVE SW
41-17-10-306-037	2503	WYOMING AVE SW	41-17-10-353-011	2621	WYOMING AVE SW
41-17-10-306-038	2511	WYOMING AVE SW	41-17-10-353-012	2631	WYOMING AVE SW
41-17-10-306-039	2519	WYOMING AVE SW	41-17-10-355-001	2640	BYRON CENTER AVE SW
41-17-10-306-040	2521	WYOMING AVE SW	41-17-10-355-002	2646	BYRON CENTER AVE SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 22-811

41-17-10-355-003	2650	BYRON CENTER AVE SW	41-17-11-402-044	1101	LOCKSLEY DR SW
41-17-10-355-004	2656	BYRON CENTER AVE SW	41-17-11-402-045	2541	NEWSTEAD AVE SW
41-17-10-355-005	2668	BYRON CENTER AVE SW	41-17-11-403-014	1011	ALDON ST SW
41-17-10-355-006	2641	FOREST GROVE AVE SW	41-17-11-403-015	2542	NEWSTEAD AVE SW
41-17-10-355-007	2645	FOREST GROVE AVE SW	41-17-11-403-016	1047	LOCKSLEY DR SW
41-17-10-355-008	2649	FOREST GROVE AVE SW	41-17-11-403-017	1041	LOCKSLEY DR SW
41-17-10-355-009	2659	FOREST GROVE AVE SW	41-17-11-403-018	1035	LOCKSLEY DR SW
41-17-10-355-010	2671	FOREST GROVE AVE SW	41-17-11-403-019	1029	LOCKSLEY DR SW
41-17-10-355-011	2675	FOREST GROVE AVE SW	41-17-11-403-020	1025	LOCKSLEY DR SW
41-17-10-356-001	2640	FOREST GROVE AVE SW	41-17-11-403-021	1021	LOCKSLEY DR SW
41-17-10-356-002	2646	FOREST GROVE AVE SW	41-17-11-403-022	1013	LOCKSLEY DR SW
41-17-10-356-003	2650	FOREST GROVE AVE SW	41-17-11-403-023	2531	ROGERS LANE AVE SW
41-17-10-356-004	2660	FOREST GROVE AVE SW	41-17-11-404-001	1050	LOCKSLEY DR SW
41-17-10-356-005	2666	FOREST GROVE AVE SW	41-17-11-404-002	1040	LOCKSLEY DR SW
41-17-10-356-006	2672	FOREST GROVE AVE SW	41-17-11-404-003	1030	LOCKSLEY DR SW
41-17-10-356-007	2641	CENTRAL AVE SW	41-17-11-404-004	1020	LOCKSLEY DR SW
41-17-10-356-008	2651	CENTRAL AVE SW	41-17-11-404-007	2562	NEWSTEAD AVE SW
41-17-10-356-009	2663	CENTRAL AVE SW	41-17-11-404-008	1029	26TH ST SW
41-17-10-356-010	2665	CENTRAL AVE SW	41-17-11-404-009	1021	26TH ST SW
41-17-10-356-011	2667	CENTRAL AVE SW	41-17-11-428-002	959	ALDON ST SW
41-17-10-356-012	2669	CENTRAL AVE SW	41-17-11-428-003	953	ALDON ST SW
41-17-10-357-001	2258	WRENWOOD ST SW	41-17-11-428-004	949	ALDON ST SW
41-17-10-357-002	2646	CENTRAL AVE SW	41-17-11-428-005	943	ALDON ST SW
41-17-10-357-003	2660	CENTRAL AVE SW	41-17-11-428-006	939	ALDON ST SW
41-17-10-357-006	2670	CENTRAL AVE SW	41-17-11-428-007	933	ALDON ST SW
41-17-10-357-007	2641	WYOMING AVE SW	41-17-11-428-008	929	ALDON ST SW
41-17-10-357-008	2647	WYOMING AVE SW	41-17-11-428-009	923	ALDON ST SW
41-17-10-357-010	2663	WYOMING AVE SW	41-17-11-428-010	919	ALDON ST SW
41-17-10-357-011	2669	WYOMING AVE SW	41-17-11-428-011	913	ALDON ST SW
41-17-10-357-012	2651	WYOMING AVE SW	41-17-11-428-012	909	ALDON ST SW
41-17-10-357-013	2657	WYOMING AVE SW	41-17-11-428-013	903	ALDON ST SW
41-17-10-357-014	2666	CENTRAL AVE SW	41-17-11-428-014	863	ALDON ST SW
41-17-11-131-018	1380	BELFIELD ST SW	41-17-11-428-015	859	ALDON ST SW
41-17-11-402-034	1159	LOCKSLEY DR SW	41-17-11-428-016	853	ALDON ST SW
41-17-11-402-035	1149	LOCKSLEY DR SW	41-17-11-429-001	958	ALDON ST SW
41-17-11-402-036	1141	LOCKSLEY DR SW	41-17-11-429-002	952	ALDON ST SW
41-17-11-402-037	1135	LOCKSLEY DR SW	41-17-11-429-003	948	ALDON ST SW
41-17-11-402-038	1131	LOCKSLEY DR SW	41-17-11-429-004	942	ALDON ST SW
41-17-11-402-039	1129	LOCKSLEY DR SW	41-17-11-429-005	938	ALDON ST SW
41-17-11-402-040	1123	LOCKSLEY DR SW	41-17-11-429-006	932	ALDON ST SW
41-17-11-402-041	1117	LOCKSLEY DR SW	41-17-11-429-007	928	ALDON ST SW
41-17-11-402-042	1113	LOCKSLEY DR SW	41-17-11-429-008	922	ALDON ST SW
41-17-11-402-043	1107	LOCKSLEY DR SW	41-17-11-429-009	918	ALDON ST SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 22-811

41-17-11-429-010	912	ALDON ST SW	41-17-11-452-024	2645	NEWSTEAD AVE SW
41-17-11-429-011	908	ALDON ST SW	41-17-11-452-025	2651	NEWSTEAD AVE SW
41-17-11-429-012	902	ALDON ST SW	41-17-11-452-026	2657	NEWSTEAD AVE SW
41-17-11-429-013	862	ALDON ST SW	41-17-11-452-027	2663	NEWSTEAD AVE SW
41-17-11-429-014	858	ALDON ST SW	41-17-11-452-028	2703	NEWSTEAD AVE SW
41-17-11-429-015	852	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	41-17-11-452-043	1049	28TH ST SW
41-17-11-451-012	2637	DONCASTER AVE SW	41-17-11-453-002	2632	NEWSTEAD AVE SW
41-17-11-451-013	2651	DONCASTER AVE SW	41-17-11-453-003	2638	NEWSTEAD AVE SW
41-17-11-451-014	2673	DONCASTER AVE SW	41-17-11-453-004	2644	NEWSTEAD AVE SW
41-17-11-451-015	2705	DONCASTER AVE SW	41-17-11-453-005	2650	NEWSTEAD AVE SW
41-17-11-451-016	2707	DONCASTER AVE SW	41-17-11-453-006	2656	NEWSTEAD AVE SW
41-17-11-451-017	2715	DONCASTER AVE SW	41-17-11-453-007	2662	NEWSTEAD AVE SW
41-17-11-451-018	2723	DONCASTER AVE SW	41-17-11-453-008	2702	NEWSTEAD AVE SW
41-17-11-452-001	1116	LOCKSLEY DR SW	41-17-11-453-009	2708	NEWSTEAD AVE SW
41-17-11-452-002	1106	LOCKSLEY DR SW	41-17-11-453-010	2714	NEWSTEAD AVE SW
41-17-11-452-003	2561	NEWSTEAD AVE SW	41-17-11-453-011	2720	NEWSTEAD AVE SW
41-17-11-452-004	2610	DONCASTER AVE SW	41-17-11-453-012	2728	NEWSTEAD AVE SW
41-17-11-452-005	2616	DONCASTER AVE SW	41-17-11-453-013	2732	NEWSTEAD AVE SW
41-17-11-452-006	2624	DONCASTER AVE SW	41-17-11-453-014	2736	NEWSTEAD AVE SW
41-17-11-452-007	2630	DONCASTER AVE SW	41-17-11-453-016	1029	28TH ST SW
41-17-11-452-008	2638	DONCASTER AVE SW	41-17-11-453-033	2753	JENKINS AVE SW
41-17-11-452-009	2644	DONCASTER AVE SW	41-17-11-453-036	1022	26TH ST SW
41-17-11-452-010	2652	DONCASTER AVE SW	41-17-11-476-001	1010	26TH ST SW
41-17-11-452-011	2704	DONCASTER AVE SW	41-17-11-476-002	1006	26TH ST SW
41-17-11-452-012	2708	DONCASTER AVE SW	41-17-11-476-005	2706	JENKINS AVE SW
41-17-11-452-013	2710	DONCASTER AVE SW	41-17-11-476-006	2710	JENKINS AVE SW
41-17-11-452-014	2718	DONCASTER AVE SW	41-17-11-476-012	958	26TH ST SW
41-17-11-452-015	2724	DONCASTER AVE SW	41-17-11-476-013	954	26TH ST SW
41-17-11-452-016	2738	DONCASTER AVE SW	41-17-11-476-014	2609	POE AVE SW
41-17-11-452-018	2607	NEWSTEAD AVE SW	41-17-11-476-015	2621	POE AVE SW
41-17-11-452-019	2615	NEWSTEAD AVE SW	41-17-11-476-016	2633	POE AVE SW
41-17-11-452-020	2621	NEWSTEAD AVE SW	41-17-11-476-019	2655	POE AVE SW
41-17-11-452-021	2627	NEWSTEAD AVE SW	41-17-11-476-041	2635	POE AVE SW
41-17-11-452-022	2633	NEWSTEAD AVE SW	41-17-11-476-042	2643	POE AVE SW
41-17-11-452-023	2639	NEWSTEAD AVE SW	41-17-11-476-045	1001	28TH ST SW

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41-17-11-477-006	2608	POE AVE SW	41-17-13-303-028	3321	WOODWARD AVE SW
41-17-11-477-007	2614	POE AVE SW	41-17-13-303-038	3211	WOODWARD AVE SW
41-17-11-477-008	2620	POE AVE SW	41-17-13-303-039	3327	WOODWARD AVE SW
41-17-11-477-009	2626	POE AVE SW	41-17-13-303-040	3335	WOODWARD AVE SW
41-17-11-477-010	2632	POE AVE SW	41-17-13-303-041	3239	WOODWARD AVE SW
41-17-11-477-011	2638	POE AVE SW	41-17-13-303-042	3255	WOODWARD AVE SW
41-17-11-477-012	2650	POE AVE SW	41-17-13-303-043	3261	WOODWARD AVE SW
41-17-11-477-019	2655	LONGFELLOW AVE SW	41-17-13-303-044	3352	BADGER AVE SW
41-17-11-477-027	2643	LONGFELLOW AVE SW	41-17-13-303-049	3345	WOODWARD AVE SW
41-17-11-477-029	2645	LONGFELLOW AVE SW	41-17-13-303-050	3349	WOODWARD AVE SW
41-17-11-477-030	2647	LONGFELLOW AVE SW	41-17-13-303-051	3353	WOODWARD AVE SW
41-17-11-477-031	2675	LONGFELLOW AVE SW	41-17-13-304-001	3200	WOODWARD AVE SW
41-17-11-477-034	2665	LONGFELLOW AVE SW	41-17-13-304-002	3210	WOODWARD AVE SW
41-17-11-477-035	2661	LONGFELLOW AVE SW	41-17-13-304-003	3218	WOODWARD AVE SW
41-17-11-478-001	2653	RILEY AVE SW	41-17-13-304-004	3232	WOODWARD AVE SW
41-17-11-478-002	2655	RILEY AVE SW	41-17-13-304-036	3250	WOODWARD AVE SW
41-17-11-478-006	2700	LONGFELLOW AVE SW	41-17-13-304-037	3254	WOODWARD AVE SW
41-17-11-478-010	2663	RILEY AVE SW	41-17-13-304-038	3260	WOODWARD AVE SW
41-17-11-478-011	2703	RILEY AVE SW	41-17-13-304-039	3272	WOODWARD AVE SW
41-17-11-478-012	2711	RILEY AVE SW	41-17-13-304-040	3284	WOODWARD AVE SW
41-17-11-478-013	2717	RILEY AVE SW	41-17-13-304-044	3304	WOODWARD AVE SW
41-17-11-478-014	2733	RILEY AVE SW	41-17-13-304-045	3308	WOODWARD AVE SW
41-17-11-478-018	911	28TH ST SW	41-17-13-304-047	3330	WOODWARD AVE SW
41-17-11-478-024	2741	RILEY AVE SW	41-17-13-304-048	3336	WOODWARD AVE SW
41-17-11-478-031	2659	RILEY AVE SW	41-17-13-304-049	3300	WOODWARD AVE SW
41-17-11-478-032	2680	LONGFELLOW AVE 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	41-17-13-305-008	3229	HIGHGATE AVE SW
41-17-13-303-009	3302	BADGER AVE SW	41-17-13-305-011	3241	HIGHGATE AVE SW
41-17-13-303-010	3310	BADGER AVE SW	41-17-13-305-013	3325	HIGHGATE AVE SW
41-17-13-303-011	3318	BADGER AVE SW	41-17-13-305-014	3245	HIGHGATE AVE SW
41-17-13-303-012	3326	BADGER AVE SW	41-17-13-305-015	3301	HIGHGATE AVE SW
41-17-13-303-013	3334	BADGER AVE SW	41-17-13-305-016	3233	HIGHGATE AVE SW
41-17-13-303-014	3342	BADGER AVE SW	41-17-13-326-003	574	32ND ST SW
41-17-13-303-018	3215	WOODWARD AVE SW	41-17-13-326-004	570	32ND ST SW
41-17-13-303-022	3277	WOODWARD AVE SW	41-17-13-326-005	566	32ND ST SW
41-17-13-303-027	3313	WOODWARD AVE SW	41-17-13-326-006	562	32ND ST SW

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41-17-13-326-007	3206	HIGHGATE AVE SW	41-17-13-327-020	3232	HOMECREST AVE SW
41-17-13-326-008	3210	HIGHGATE AVE SW	41-17-13-327-021	3234	HOMECREST AVE SW
41-17-13-326-009	3212	HIGHGATE AVE SW	41-17-13-327-022	3236	HOMECREST AVE SW
41-17-13-326-010	3214	HIGHGATE AVE SW	41-17-13-327-023	3240	HOMECREST AVE SW
41-17-13-326-011	3218	HIGHGATE AVE SW	41-17-13-327-031	3244	HOMECREST AVE SW
41-17-13-326-014	3226	HIGHGATE AVE SW	41-17-13-327-032	549	BUIST ST SW
41-17-13-326-015	3230	HIGHGATE AVE SW	41-17-13-327-033	547	BUIST ST SW
41-17-13-326-017	3246	HIGHGATE AVE SW	41-17-13-327-040	3313	CHARLES GATE AVE SW
41-17-13-326-018	3201	HOMECREST AVE SW	41-17-13-327-041	3297	CHARLES GATE AVE SW
41-17-13-326-021	3209	HOMECREST AVE SW	41-17-13-327-042	543	BUIST ST SW
41-17-13-326-022	3213	HOMECREST AVE SW	41-17-13-327-043	3206	HOMECREST AVE SW
41-17-13-326-025	3223	HOMECREST AVE SW	41-17-13-327-044	3333	CHARLES GATE AVE SW
41-17-13-326-026	3227	HOMECREST AVE SW	41-17-13-327-046	3228	HOMECREST AVE SW
41-17-13-326-027	3231	HOMECREST AVE SW	41-17-13-327-047	3253	CHARLES GATE AVE SW
41-17-13-326-028	3235	HOMECREST AVE SW	41-17-13-327-048	3275	CHARLES GATE AVE SW
41-17-13-326-029	3237	HOMECREST AVE SW	41-17-13-327-049	3222	HOMECREST AVE SW
41-17-13-326-030	3239	HOMECREST AVE SW	41-17-13-328-001	3200	CHARLES GATE AVE SW
41-17-13-326-031	3241	HOMECREST AVE SW	41-17-13-328-002	3210	CHARLES GATE AVE SW
41-17-13-326-032	3245	HOMECREST AVE SW	41-17-13-328-003	3220	CHARLES GATE AVE SW
41-17-13-326-033	609	BUIST ST SW	41-17-13-328-005	3224	CHARLES GATE AVE SW
41-17-13-326-034	605	BUIST ST SW	41-17-13-328-006	3250	CHARLES GATE AVE SW
41-17-13-326-039	3222	HIGHGATE AVE SW	41-17-13-329-002	570	BUIST ST SW
41-17-13-326-040	3203	HOMECREST AVE SW	41-17-13-329-003	560	BUIST ST SW
41-17-13-326-041	3221	HOMECREST AVE SW	41-17-13-329-004	558	BUIST ST SW
41-17-13-326-043	557	BUIST ST SW	41-17-13-329-005	556	BUIST ST SW
41-17-13-326-044	561	BUIST ST SW	41-17-13-329-006	554	BUIST ST SW
41-17-13-326-045	3236	HIGHGATE AVE SW	41-17-13-329-007	552	BUIST ST SW
41-17-13-326-046	3240	HIGHGATE AVE SW	41-17-13-329-008	550	BUIST ST SW
41-17-13-326-047	578	32ND ST SW	41-17-13-329-009	548	BUIST ST SW
41-17-13-327-001	550	32ND ST SW	41-17-13-329-010	546	BUIST ST SW
41-17-13-327-002	540	32ND ST SW	41-17-13-329-011	544	BUIST ST SW
41-17-13-327-003	530	32ND ST SW	41-17-13-329-012	542	BUIST ST SW
41-17-13-327-004	506	32ND ST SW	41-17-13-329-013	520	BUIST ST SW
41-17-13-327-007	3208	HOMECREST AVE SW	41-17-13-329-016	601	34TH ST SW
41-17-13-327-008	3218	HOMECREST AVE SW	41-17-13-329-017	597	34TH ST SW
41-17-13-327-009	3220	HOMECREST AVE SW	41-17-13-329-018	595	34TH ST SW
41-17-13-327-011	3201	CHARLES GATE AVE SW	41-17-13-329-019	591	34TH ST SW
41-17-13-327-012	3205	CHARLES GATE AVE SW	41-17-13-329-020	589	34TH ST SW
41-17-13-327-013	3209	CHARLES GATE AVE SW	41-17-13-329-021	587	34TH ST SW
41-17-13-327-014	3219	CHARLES GATE AVE SW	41-17-13-329-022	583	34TH ST SW
41-17-13-327-015	3221	CHARLES GATE AVE SW	41-17-13-329-033	604	BUIST ST SW
41-17-13-327-016	3229	CHARLES GATE AVE SW	41-17-13-329-035	603	34TH ST SW
41-17-13-327-019	3230	HOMECREST AVE SW	41-17-13-329-036	585	34TH ST SW

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41-17-13-351-002	3414	BADGER AVE SW	41-17-14-402-030	1064	ROYAL OAK ST SW
41-17-13-351-003	3422	BADGER AVE SW	41-17-14-402-032	1126	ROYAL OAK ST SW
41-17-13-351-008	3406	BADGER AVE SW	41-17-14-402-035	1009	33RD ST SW
41-17-13-354-019	525	36TH ST SW	41-17-14-402-036	962	ROYAL OAK ST SW
41-17-13-354-020	601	36TH ST SW	41-17-14-402-037	1131	33RD ST SW
41-17-14-401-001	1120	32ND ST SW	41-17-14-402-040	1044	ROYAL OAK ST SW
41-17-14-401-002	1114	32ND ST SW	41-17-14-403-001	3307	HERMAN AVE SW
41-17-14-401-004	1125	ROYAL OAK ST SW	41-17-14-403-002	3315	HERMAN AVE SW
41-17-14-401-005	1119	ROYAL OAK ST SW	41-17-14-403-003	3321	HERMAN AVE SW
41-17-14-401-006	1113	ROYAL OAK ST SW	41-17-14-404-005	1139	34TH ST SW
41-17-14-401-009	1100	32ND ST SW	41-17-14-404-006	1133	34TH ST SW
41-17-14-401-010	1074	32ND ST SW	41-17-14-404-007	1125	34TH ST SW
41-17-14-401-011	1054	32ND ST SW	41-17-14-404-008	1117	34TH ST SW
41-17-14-401-012	1048	32ND ST SW	41-17-14-404-009	1111	34TH ST SW
41-17-14-401-013	1036	32ND ST SW	41-17-14-404-010	1103	34TH ST SW
41-17-14-401-014	1030	32ND ST SW	41-17-14-404-011	1063	34TH ST SW
41-17-14-401-015	1024	32ND ST SW	41-17-14-404-012	1057	34TH ST SW
41-17-14-401-016	1018	32ND ST SW	41-17-14-404-013	1049	34TH ST SW
41-17-14-401-017	1012	32ND ST SW	41-17-14-404-014	1041	34TH ST SW
41-17-14-401-018	1006	32ND ST SW	41-17-14-404-015	1033	34TH ST SW
41-17-14-401-019	966	32ND ST SW	41-17-14-404-016	1019	34TH ST SW
41-17-14-401-020	1083	ROYAL OAK ST SW	41-17-14-404-017	3335	HERMAN AVE SW
41-17-14-401-021	1061	ROYAL OAK ST SW	41-17-14-404-018	3343	HERMAN AVE SW
41-17-14-401-022	1055	ROYAL OAK ST SW	41-17-14-404-019	3351	HERMAN AVE SW
41-17-14-401-023	1049	ROYAL OAK ST SW	41-17-14-404-022	1159	34TH ST SW
41-17-14-401-024	1041	ROYAL OAK ST SW	41-17-14-404-023	1153	34TH ST SW
41-17-14-401-025	1035	ROYAL OAK ST SW	41-17-14-404-024	1145	34TH ST SW
41-17-14-401-026	1025	ROYAL OAK ST SW	41-17-14-426-001	960	32ND ST SW
41-17-14-401-029	965	ROYAL OAK ST SW	41-17-14-426-002	950	32ND ST SW
41-17-14-401-030	1015	ROYAL OAK ST SW	41-17-14-426-003	942	32ND ST SW
41-17-14-401-031	1005	ROYAL OAK ST SW	41-17-14-426-004	938	32ND ST SW
41-17-14-401-037	1105	ROYAL OAK ST SW	41-17-14-426-005	934	32ND ST SW
41-17-14-401-038	1106	32ND ST SW	41-17-14-426-006	926	32ND ST SW
41-17-14-402-002	1130	ROYAL OAK ST SW	41-17-14-426-007	920	32ND ST SW
41-17-14-402-005	1118	ROYAL OAK ST SW	41-17-14-426-008	916	32ND ST SW
41-17-14-402-006	1112	ROYAL OAK ST SW	41-17-14-426-009	908	32ND ST SW
41-17-14-402-008	1106	ROYAL OAK ST SW	41-17-14-426-010	904	32ND ST SW
41-17-14-402-011	1052	ROYAL OAK ST SW	41-17-14-426-021	959	ROYAL OAK ST SW
41-17-14-402-012	1121	33RD ST SW	41-17-14-426-022	951	ROYAL OAK ST SW
41-17-14-402-016	1028	ROYAL OAK ST SW	41-17-14-426-023	945	ROYAL OAK ST SW
41-17-14-402-017	1020	ROYAL OAK ST SW	41-17-14-426-024	939	ROYAL OAK ST SW
41-17-14-402-025	965	33RD ST SW	41-17-14-426-025	935	ROYAL OAK ST SW
41-17-14-402-027	960	ROYAL OAK ST SW	41-17-14-426-026	929	ROYAL OAK ST SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 22-811

41-17-14-426-027	923	ROYAL OAK ST SW	41-17-14-428-024	945	KENTFIELD ST SW
41-17-14-426-028	917	ROYAL OAK ST SW	41-17-14-428-025	939	KENTFIELD ST SW
41-17-14-426-029	911	ROYAL OAK ST SW	41-17-14-428-026	933	KENTFIELD ST SW
41-17-14-426-030	903	ROYAL OAK ST SW	41-17-14-428-027	927	KENTFIELD ST SW
41-17-14-426-031	823	ROYAL OAK ST SW	41-17-14-428-028	921	KENTFIELD ST SW
41-17-14-427-001	954	ROYAL OAK ST SW	41-17-14-428-029	915	KENTFIELD ST SW
41-17-14-427-002	948	ROYAL OAK ST SW	41-17-14-428-030	907	KENTFIELD ST SW
41-17-14-427-003	944	ROYAL OAK ST SW	41-17-14-428-031	901	KENTFIELD ST SW
41-17-14-427-004	938	ROYAL OAK ST SW	41-17-14-429-001	958	KENTFIELD ST SW
41-17-14-427-005	934	ROYAL OAK ST SW	41-17-14-429-002	950	KENTFIELD ST SW
41-17-14-427-006	928	ROYAL OAK ST SW	41-17-14-429-003	944	KENTFIELD ST SW
41-17-14-427-007	924	ROYAL OAK ST SW	41-17-14-429-004	938	KENTFIELD ST SW
41-17-14-427-008	918	ROYAL OAK ST SW	41-17-14-429-005	932	KENTFIELD ST SW
41-17-14-427-009	914	ROYAL OAK ST SW	41-17-14-429-006	926	KENTFIELD ST SW
41-17-14-427-010	908	ROYAL OAK ST SW	41-17-14-429-007	920	KENTFIELD ST SW
41-17-14-427-011	900	ROYAL OAK ST SW	41-17-14-429-008	914	KENTFIELD ST SW
41-17-14-427-012	830	ROYAL OAK ST SW	41-17-14-429-009	906	KENTFIELD ST SW
41-17-14-427-022	957	33RD ST SW	41-17-14-429-010	900	KENTFIELD ST SW
41-17-14-427-023	951	33RD ST SW	41-17-14-429-019	3344	HERMAN AVE SW
41-17-14-427-024	945	33RD ST SW	41-17-14-429-020	3350	HERMAN AVE SW
41-17-14-427-025	941	33RD ST SW	41-17-14-429-021	949	34TH ST SW
41-17-14-427-026	935	33RD ST SW	41-17-14-429-022	943	34TH ST SW
41-17-14-427-027	931	33RD ST SW	41-17-14-429-023	937	34TH ST SW
41-17-14-427-028	925	33RD ST SW	41-17-14-429-024	931	34TH ST SW
41-17-14-427-029	921	33RD ST SW	41-17-14-429-025	925	34TH ST SW
41-17-14-427-030	917	33RD ST SW	41-17-14-429-026	919	34TH ST SW
41-17-14-427-031	911	33RD ST SW	41-17-14-429-027	913	34TH ST SW
41-17-14-427-032	905	33RD ST SW	41-17-14-429-028	907	34TH ST SW
41-17-14-427-033	901	33RD ST SW	41-17-21-203-002	3607	WEDGEWOOD DR SW
41-17-14-428-001	960	33RD ST SW	41-17-21-203-004	3627	WEDGEWOOD DR SW
41-17-14-428-002	954	33RD ST SW	41-17-21-203-005	3637	WEDGEWOOD DR SW
41-17-14-428-003	948	33RD ST SW	41-17-21-203-007	3655	WEDGEWOOD DR SW
41-17-14-428-004	944	33RD ST SW	41-17-21-203-008	3665	WEDGEWOOD DR SW
41-17-14-428-005	938	33RD ST SW	41-17-21-203-009	3675	WEDGEWOOD DR SW
41-17-14-428-006	934	33RD ST SW	41-17-21-203-011	3701	WEDGEWOOD DR SW
41-17-14-428-007	928	33RD ST SW	41-17-21-203-013	3717	WEDGEWOOD DR SW
41-17-14-428-008	924	33RD ST SW	41-17-21-203-014	3727	WEDGEWOOD DR SW
41-17-14-428-009	918	33RD ST SW	41-17-21-203-015	3735	WEDGEWOOD DR SW
41-17-14-428-010	912	33RD ST SW	41-17-21-203-016	3745	WEDGEWOOD DR SW
41-17-14-428-011	906	33RD ST SW	41-17-21-203-017	3753	WEDGEWOOD DR SW
41-17-14-428-012	900	33RD ST SW	41-17-21-203-018	3763	WEDGEWOOD DR SW
41-17-14-428-022	959	KENTFIELD ST SW	41-17-21-203-019	3771	WEDGEWOOD DR SW
41-17-14-428-023	951	KENTFIELD ST SW	41-17-21-203-022	3794	WENTWORTH DR SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 22-811

41-17-21-203-023	2641	38TH ST SW	41-17-21-226-051	3719	GOODMAN AVE SW
41-17-21-203-024	2631	38TH ST SW	41-17-21-226-052	3729	GOODMAN AVE SW
41-17-21-203-028	3691	WEDGEWOOD DR SW	41-17-21-226-053	3737	GOODMAN AVE SW
41-17-21-203-029	3709	WEDGEWOOD DR SW	41-17-21-226-054	3738	GOODMAN AVE SW
41-17-21-203-031	3615	WEDGEWOOD DR SW	41-17-21-226-055	3730	GOODMAN AVE SW
41-17-21-203-032	3645	WEDGEWOOD DR SW	41-17-21-226-056	3720	GOODMAN AVE SW
41-17-21-204-001	2614	36TH ST SW	41-17-21-226-057	3710	GOODMAN AVE SW
41-17-21-204-002	2604	36TH ST SW	41-17-21-226-058	3700	GOODMAN AVE SW
41-17-21-204-003	3628	WEDGEWOOD DR SW	41-17-21-226-059	3694	GOODMAN AVE SW
41-17-21-204-004	3638	WEDGEWOOD DR SW	41-17-21-226-060	3684	GOODMAN AVE SW
41-17-21-204-005	3646	WEDGEWOOD DR SW	41-17-21-226-061	3676	GOODMAN AVE SW
41-17-21-204-006	3656	WEDGEWOOD DR SW	41-17-21-226-062	3666	GOODMAN AVE SW
41-17-21-204-007	3664	WEDGEWOOD DR SW	41-17-21-226-063	3658	GOODMAN AVE SW
41-17-21-204-008	3674	WEDGEWOOD DR SW	41-17-21-226-064	3648	GOODMAN AVE SW
41-17-21-204-009	3682	WEDGEWOOD DR SW	41-17-21-226-065	3640	GOODMAN AVE SW
41-17-21-204-010	3692	WEDGEWOOD DR SW	41-17-21-226-066	3630	GOODMAN AVE SW
41-17-21-204-011	3700	WEDGEWOOD DR SW	41-17-21-226-068	3621	BLUEBIRD AVE SW
41-17-21-204-012	3710	WEDGEWOOD DR SW	41-17-21-226-069	3629	BLUEBIRD AVE SW
41-17-21-204-013	3718	WEDGEWOOD DR SW	41-17-21-226-070	3639	BLUEBIRD AVE SW
41-17-21-204-014	3728	WEDGEWOOD DR SW	41-17-21-226-071	3647	BLUEBIRD AVE SW
41-17-21-204-015	3736	WEDGEWOOD DR SW	41-17-21-226-072	3657	BLUEBIRD AVE SW
41-17-21-204-016	3746	WEDGEWOOD DR SW	41-17-21-226-073	3665	BLUEBIRD AVE SW
41-17-21-204-017	3754	WEDGEWOOD DR SW	41-17-21-226-074	3675	BLUEBIRD AVE SW
41-17-21-204-018	3764	WEDGEWOOD DR SW	41-17-21-226-075	3683	BLUEBIRD AVE SW
41-17-21-204-019	3772	WEDGEWOOD DR SW	41-17-21-226-076	3693	BLUEBIRD AVE SW
41-17-21-204-020	2615	38TH ST SW	41-17-21-226-077	3715	BLUEBIRD AVE SW
41-17-21-204-021	2605	38TH ST SW	41-17-21-226-078	3725	BLUEBIRD AVE SW
41-17-21-226-001	2570	36TH ST SW	41-17-21-226-079	3733	BLUEBIRD AVE SW
41-17-21-226-006	3651	BYRON CENTER AVE SW	41-17-21-226-080	3743	BLUEBIRD AVE SW
41-17-21-226-033	2425	38TH ST SW	41-17-21-226-081	3750	BLUEBIRD AVE SW
41-17-21-226-036	2564	36TH ST SW	41-17-21-226-082	3744	BLUEBIRD AVE SW
41-17-21-226-037	2534	36TH ST SW	41-17-21-226-083	3736	BLUEBIRD AVE SW
41-17-21-226-039	2524	36TH ST SW	41-17-21-226-084	3726	BLUEBIRD AVE SW
41-17-21-226-041	3629	GOODMAN AVE SW	41-17-21-226-085	3718	BLUEBIRD AVE SW
41-17-21-226-042	3639	GOODMAN AVE SW	41-17-21-226-086	3708	BLUEBIRD AVE SW
41-17-21-226-043	3647	GOODMAN AVE SW	41-17-21-226-087	3692	BLUEBIRD AVE SW
41-17-21-226-044	3657	GOODMAN AVE SW	41-17-21-226-088	3682	BLUEBIRD AVE SW
41-17-21-226-045	3665	GOODMAN AVE SW	41-17-21-226-089	3674	BLUEBIRD AVE SW
41-17-21-226-046	3675	GOODMAN AVE SW	41-17-21-226-090	3664	BLUEBIRD AVE SW
41-17-21-226-047	3683	GOODMAN AVE SW	41-17-21-226-091	3656	BLUEBIRD AVE SW
41-17-21-226-048	3693	GOODMAN AVE SW	41-17-21-226-092	3646	BLUEBIRD AVE SW
41-17-21-226-049	3701	GOODMAN AVE SW	41-17-21-226-093	3638	BLUEBIRD AVE SW
41-17-21-226-050	3711	GOODMAN AVE SW	41-17-21-226-094	3628	BLUEBIRD AVE SW

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41-17-21-226-096	3622	BLUEBIRD AVE SW	41-17-21-276-058	3830	LLEWELLYN CT SW
41-17-21-226-097	2500	36TH ST SW	41-17-21-276-064	4023	WEDGEWOOD DR SW
41-17-21-226-100	3659	BYRON CENTER AVE SW	41-17-21-276-066	3885	TIOGA DR SW
41-17-21-226-102	3701	BYRON CENTER AVE SW	41-17-21-276-068	3907	TIOGA DR SW
41-17-21-226-104	3709	BYRON CENTER AVE SW	41-17-21-276-069	3836	LLEWELLYN CT SW
41-17-21-226-106	3717	BYRON CENTER AVE SW	41-17-21-276-070	4028	WEDGEWOOD DR SW
41-17-21-226-108	3727	BYRON CENTER AVE SW	41-17-21-276-071	3859	TIOGA DR SW
41-17-21-226-114	3747	BYRON CENTER AVE SW	41-17-21-276-072	3863	TIOGA DR SW
41-17-21-226-116	3763	BYRON CENTER AVE SW	41-17-21-276-073	3821	TIOGA DR SW
41-17-21-226-121	2429	38TH ST SW	41-17-21-276-074	3833	TIOGA DR SW
41-17-21-252-005	3809	WEDGEWOOD DR SW	41-17-21-277-001	3987	WEDGEWOOD DR SW
41-17-21-252-007	3833	WEDGEWOOD DR SW	41-17-21-277-002	3981	WEDGEWOOD DR SW
41-17-21-252-009	3849	WEDGEWOOD DR SW	41-17-21-277-004	3969	WEDGEWOOD DR SW
41-17-21-276-001	3814	WEDGEWOOD DR SW	41-17-21-277-005	3963	WEDGEWOOD DR SW
41-17-21-276-002	3826	WEDGEWOOD DR SW	41-17-21-277-016	3975	WEDGEWOOD DR SW
41-17-21-276-003	2561	WEDGEWOOD CT SW	41-17-21-278-001	2424	38TH ST SW
41-17-21-276-005	2552	WEDGEWOOD CT SW	41-17-21-278-006	3858	TIOGA DR SW
41-17-21-276-007	2606	WEDGEWOOD CT SW	41-17-21-278-007	3860	TIOGA DR SW
41-17-21-276-008	3854	WEDGEWOOD DR SW	41-17-21-278-009	3884	TIOGA DR SW
41-17-21-276-009	3916	WEDGEWOOD DR SW	41-17-21-278-016	3904	TIOGA DR SW
41-17-21-276-011	3936	WEDGEWOOD DR SW	41-17-21-278-028	3836	TIOGA DR SW
41-17-21-276-012	3942	WEDGEWOOD DR SW	41-17-21-278-030	2408	38TH ST SW
41-17-21-276-013	3948	WEDGEWOOD DR SW	41-17-21-278-032	3815	BYRON CENTER AVE SW
41-17-21-276-017	3853	LLEWELLYN CT SW	41-17-21-278-036	3835	BYRON CENTER AVE SW
41-17-21-276-018	3859	LLEWELLYN CT SW	41-17-21-278-038	3847	BYRON CENTER AVE SW
41-17-21-276-019	3974	WEDGEWOOD DR SW	41-17-21-278-040	3851	BYRON CENTER AVE SW
41-17-21-276-022	3842	LLEWELLYN CT SW	41-17-21-278-042	3872	TIOGA DR SW
41-17-21-276-023	3856	LLEWELLYN CT SW	41-17-21-278-043	3855	BYRON CENTER AVE SW
41-17-21-276-025	2534	38TH ST SW	41-17-21-278-045	3861	BYRON CENTER AVE SW
41-17-21-276-026	2520	38TH ST SW	41-17-21-278-050	3825	BYRON CENTER AVE SW
41-17-21-276-027	2514	38TH ST SW	41-17-21-278-051	3820	TIOGA DR SW
41-17-21-276-030	2452	38TH ST SW	41-17-21-278-052	3830	TIOGA DR SW
41-17-21-276-035	2442	38TH ST SW	41-17-21-279-003	2430	OAKLANE DR SW
41-17-21-276-037	2586	38TH ST SW	41-17-21-451-035	0	KENT TRAILS
41-17-21-276-038	2570	38TH ST SW	41-17-21-476-001	2545	43RD ST SW
41-17-21-276-039	2562	WEDGEWOOD CT SW	41-17-21-476-009	2443	43RD ST SW
41-17-21-276-040	3926	WEDGEWOOD DR SW	41-17-21-476-010	2431	43RD ST SW
41-17-21-276-042	3845	LLEWELLYN CT SW	41-17-21-476-011	2417	43RD ST SW
41-17-21-276-043	4010	WEDGEWOOD DR SW	41-17-21-477-001	2546	43RD ST SW
41-17-21-276-044	4016	WEDGEWOOD DR SW	41-17-21-477-011	2547	EDEN ST SW
41-17-21-276-048	3993	WEDGEWOOD DR SW	41-17-21-478-001	2548	EDEN ST SW
41-17-21-276-051	4011	WEDGEWOOD DR SW	41-17-21-478-011	2549	44TH ST SW
41-17-21-276-052	4017	WEDGEWOOD DR SW	41-17-22-103-025	3822	WYOMING AVE SW

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41-17-22-103-026	3828	WYOMING AVE SW	41-17-22-104-036	2203	LA CROSSE ST SW
41-17-22-103-027	3834	WYOMING AVE SW	41-17-22-126-024	3823	HAZELWOOD AVE SW
41-17-22-103-028	3840	WYOMING AVE SW	41-17-22-126-025	3829	HAZELWOOD AVE SW
41-17-22-103-029	3846	WYOMING AVE SW	41-17-22-126-026	3835	HAZELWOOD AVE SW
41-17-22-103-030	3852	WYOMING AVE SW	41-17-22-126-027	3841	HAZELWOOD AVE SW
41-17-22-103-031	3858	WYOMING AVE SW	41-17-22-126-028	3847	HAZELWOOD AVE SW
41-17-22-103-032	3864	WYOMING AVE SW	41-17-22-126-029	3853	HAZELWOOD AVE SW
41-17-22-103-033	3904	WYOMING AVE SW	41-17-22-126-030	3859	HAZELWOOD AVE SW
41-17-22-103-034	3910	WYOMING AVE SW	41-17-22-126-031	3901	HAZELWOOD AVE SW
41-17-22-103-035	3916	WYOMING AVE SW	41-17-22-126-032	3907	HAZELWOOD AVE SW
41-17-22-103-036	3922	WYOMING AVE SW	41-17-22-126-033	3913	HAZELWOOD AVE SW
41-17-22-103-037	3928	WYOMING AVE SW	41-17-22-126-034	3919	HAZELWOOD AVE SW
41-17-22-103-038	3934	WYOMING AVE SW	41-17-22-126-035	3925	HAZELWOOD AVE SW
41-17-22-103-039	3940	WYOMING AVE SW	41-17-22-126-036	3931	HAZELWOOD AVE SW
41-17-22-103-040	3946	WYOMING AVE SW	41-17-22-126-037	3937	HAZELWOOD AVE SW
41-17-22-103-062	3821	COLLINGWOOD AVE SW	41-17-22-126-038	3943	HAZELWOOD AVE SW
41-17-22-103-063	3827	COLLINGWOOD AVE SW	41-17-22-126-039	2155	LA CROSSE ST SW
41-17-22-103-064	3835	COLLINGWOOD AVE SW	41-17-22-127-025	3822	HAZELWOOD AVE SW
41-17-22-103-065	3841	COLLINGWOOD AVE SW	41-17-22-127-026	3828	HAZELWOOD AVE SW
41-17-22-103-066	3849	COLLINGWOOD AVE SW	41-17-22-127-027	3834	HAZELWOOD AVE SW
41-17-22-103-067	3855	COLLINGWOOD AVE SW	41-17-22-127-028	3840	HAZELWOOD AVE SW
41-17-22-103-068	3863	COLLINGWOOD AVE SW	41-17-22-127-029	3846	HAZELWOOD AVE SW
41-17-22-103-069	3903	COLLINGWOOD AVE SW	41-17-22-127-030	3852	HAZELWOOD AVE SW
41-17-22-103-070	3911	COLLINGWOOD AVE SW	41-17-22-127-031	3858	HAZELWOOD AVE SW
41-17-22-103-071	3919	COLLINGWOOD AVE SW	41-17-22-127-032	3900	HAZELWOOD AVE SW
41-17-22-103-074	3939	COLLINGWOOD AVE SW	41-17-22-127-033	3906	HAZELWOOD AVE SW
41-17-22-103-075	2229	LA CROSSE ST SW	41-17-22-127-034	3912	HAZELWOOD AVE SW
41-17-22-103-076	3945	COLLINGWOOD AVE SW	41-17-22-127-035	3918	HAZELWOOD AVE SW
41-17-22-103-077	3925	COLLINGWOOD AVE SW	41-17-22-127-036	3924	HAZELWOOD AVE SW
41-17-22-103-078	3931	COLLINGWOOD AVE SW	41-17-22-127-037	3930	HAZELWOOD AVE SW
41-17-22-104-023	3824	COLLINGWOOD AVE SW	41-17-22-127-038	3936	HAZELWOOD AVE SW
41-17-22-104-024	3830	COLLINGWOOD AVE SW	41-17-22-127-039	3942	HAZELWOOD AVE SW
41-17-22-104-025	3838	COLLINGWOOD AVE SW	41-17-22-127-040	2143	LA CROSSE ST SW
41-17-22-104-026	3846	COLLINGWOOD AVE SW	41-17-22-127-055	3815	PERRY AVE SW
41-17-22-104-027	3852	COLLINGWOOD AVE SW	41-17-22-127-056	3821	PERRY AVE SW
41-17-22-104-028	3860	COLLINGWOOD AVE SW	41-17-22-127-057	3827	PERRY AVE SW
41-17-22-104-029	3900	COLLINGWOOD AVE SW	41-17-22-127-058	3835	PERRY AVE SW
41-17-22-104-030	3908	COLLINGWOOD AVE SW	41-17-22-127-059	3843	PERRY AVE SW
41-17-22-104-031	3916	COLLINGWOOD AVE SW	41-17-22-127-060	3849	PERRY AVE SW
41-17-22-104-032	3922	COLLINGWOOD AVE SW	41-17-22-127-061	3859	PERRY AVE SW
41-17-22-104-033	3930	COLLINGWOOD AVE SW	41-17-22-127-062	3901	PERRY AVE SW
41-17-22-104-034	3938	COLLINGWOOD AVE SW	41-17-22-127-063	3907	PERRY AVE SW
41-17-22-104-035	3944	COLLINGWOOD AVE SW	41-17-22-127-064	3915	PERRY AVE SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 22-811

41-17-22-127-065	3923	PERRY AVE SW	41-17-22-130-024	3922	MALLORY AVE SW
41-17-22-127-066	3927	PERRY AVE SW	41-17-22-130-025	3930	MALLORY AVE SW
41-17-22-127-067	3935	PERRY AVE SW	41-17-22-130-026	3934	MALLORY AVE SW
41-17-22-127-068	3941	PERRY AVE SW	41-17-22-130-027	3942	MALLORY AVE SW
41-17-22-127-069	3947	PERRY AVE SW	41-17-22-130-028	3948	MALLORY AVE SW
41-17-22-129-014	3814	PERRY AVE SW	41-17-22-130-042	3815	BOONE AVE SW
41-17-22-129-015	3822	PERRY AVE SW	41-17-22-130-043	3817	BOONE AVE SW
41-17-22-129-016	3832	PERRY AVE SW	41-17-22-130-044	3821	BOONE AVE SW
41-17-22-129-017	3840	PERRY AVE SW	41-17-22-130-045	3839	BOONE AVE SW
41-17-22-129-018	3846	PERRY AVE SW	41-17-22-130-046	3851	BOONE AVE SW
41-17-22-129-019	3852	PERRY AVE SW	41-17-22-130-047	3857	BOONE AVE SW
41-17-22-129-020	3860	PERRY AVE SW	41-17-22-130-048	3863	BOONE AVE SW
41-17-22-129-021	3902	PERRY AVE SW	41-17-22-130-049	3901	BOONE AVE SW
41-17-22-129-022	3914	PERRY AVE SW	41-17-22-130-050	3913	BOONE AVE SW
41-17-22-129-023	3922	PERRY AVE SW	41-17-22-130-051	3923	BOONE AVE SW
41-17-22-129-040	3825	MALLORY AVE SW	41-17-22-130-052	3929	BOONE AVE SW
41-17-22-129-041	3841	MALLORY AVE SW	41-17-22-130-053	3931	BOONE AVE SW
41-17-22-129-042	3851	MALLORY AVE SW	41-17-22-130-054	3943	BOONE AVE SW
41-17-22-129-043	3861	MALLORY AVE SW	41-17-22-130-055	3957	BOONE AVE SW
41-17-22-129-044	3869	MALLORY AVE SW	41-17-22-130-056	3965	BOONE AVE SW
41-17-22-129-045	3875	MALLORY AVE SW	41-17-22-131-001	2008	36TH ST SW
41-17-22-129-046	3883	MALLORY AVE SW	41-17-22-131-002	2004	36TH ST SW
41-17-22-129-047	3891	MALLORY AVE SW	41-17-22-131-003	3618	BOONE AVE SW
41-17-22-129-048	3899	MALLORY AVE SW	41-17-22-131-004	3624	BOONE AVE SW
41-17-22-129-050	3927	MALLORY AVE SW	41-17-22-131-005	3630	BOONE AVE SW
41-17-22-129-053	3901	MALLORY AVE SW	41-17-22-131-006	3636	BOONE AVE SW
41-17-22-129-054	3905	MALLORY AVE SW	41-17-22-131-007	3644	BOONE AVE SW
41-17-22-129-058	3940	PERRY AVE SW	41-17-22-132-001	3660	BOONE AVE SW
41-17-22-129-059	2111	LA CROSSE ST SW	41-17-22-132-004	3720	BOONE AVE SW
41-17-22-129-060	2105	LA CROSSE ST SW	41-17-22-132-005	3724	BOONE AVE SW
41-17-22-129-061	3943	MALLORY AVE SW	41-17-22-132-006	3732	BOONE AVE SW
41-17-22-129-062	2093	LA CROSSE ST SW	41-17-22-132-008	3748	BOONE AVE SW
41-17-22-129-063	2081	LA CROSSE ST SW	41-17-22-132-009	3756	BOONE AVE SW
41-17-22-130-014	3820	MALLORY AVE SW	41-17-22-132-010	3760	BOONE AVE SW
41-17-22-130-015	3830	MALLORY AVE SW	41-17-22-132-011	3800	BOONE AVE SW
41-17-22-130-016	3840	MALLORY AVE SW	41-17-22-132-012	3808	BOONE AVE SW
41-17-22-130-017	3850	MALLORY AVE SW	41-17-22-132-014	3838	BOONE AVE SW
41-17-22-130-018	3860	MALLORY AVE SW	41-17-22-132-015	3840	BOONE AVE SW
41-17-22-130-019	3870	MALLORY AVE SW	41-17-22-132-016	3848	BOONE AVE SW
41-17-22-130-020	3880	MALLORY AVE SW	41-17-22-132-017	3856	BOONE AVE SW
41-17-22-130-021	3890	MALLORY AVE SW	41-17-22-132-018	3862	BOONE AVE SW
41-17-22-130-022	3904	MALLORY AVE SW	41-17-22-132-019	3880	BOONE AVE SW
41-17-22-130-023	3912	MALLORY AVE SW	41-17-22-132-020	3900	BOONE AVE SW

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41-17-22-132-021	3916	BOONE AVE SW	41-17-22-152-018	2325	LA CROSSE ST SW
41-17-22-132-022	3930	BOONE AVE SW	41-17-22-152-019	2321	LA CROSSE ST SW
41-17-22-132-024	2011	LA CROSSE ST SW	41-17-22-152-023	2314	ARDEN ST SW
41-17-22-132-025	2003	LA CROSSE ST SW	41-17-22-152-024	2313	LA CROSSE ST SW
41-17-22-132-027	1956	IOWA ST SW	41-17-22-152-025	2324	ARDEN ST SW
41-17-22-132-028	1944	IOWA ST SW	41-17-22-153-003	2334	LA CROSSE ST SW
41-17-22-132-029	3826	BOONE AVE SW	41-17-22-153-004	2330	LA CROSSE ST SW
41-17-22-132-030	3832	BOONE AVE SW	41-17-22-153-007	2320	LA CROSSE ST SW
41-17-22-132-031	3670	BOONE AVE SW	41-17-22-153-008	2316	LA CROSSE ST SW
41-17-22-132-032	3680	BOONE AVE SW	41-17-22-153-009	2312	LA CROSSE ST SW
41-17-22-151-023	3823	WYOMING AVE SW	41-17-22-153-010	2250	LA CROSSE ST SW
41-17-22-151-024	3829	WYOMING AVE SW	41-17-22-153-011	2248	LA CROSSE ST SW
41-17-22-151-025	3835	WYOMING AVE SW	41-17-22-153-012	2244	LA CROSSE ST SW
41-17-22-151-026	3841	WYOMING AVE SW	41-17-22-153-013	2238	LA CROSSE ST SW
41-17-22-151-027	3851	WYOMING AVE SW	41-17-22-153-014	2232	LA CROSSE ST SW
41-17-22-151-028	3859	WYOMING AVE SW	41-17-22-153-015	2224	LA CROSSE ST SW
41-17-22-151-029	3865	WYOMING AVE SW	41-17-22-153-016	2218	LA CROSSE ST SW
41-17-22-151-030	3905	WYOMING AVE SW	41-17-22-153-017	2204	LA CROSSE ST SW
41-17-22-151-031	3911	WYOMING AVE SW	41-17-22-153-018	2328	LA CROSSE ST SW
41-17-22-151-032	3917	WYOMING AVE SW	41-17-22-153-019	2324	LA CROSSE ST SW
41-17-22-151-033	3923	WYOMING AVE SW	41-17-22-176-001	2200	LA CROSSE ST SW
41-17-22-151-034	3929	WYOMING AVE SW	41-17-22-176-002	2156	LA CROSSE ST SW
41-17-22-151-035	3935	WYOMING AVE SW	41-17-22-176-003	2150	LA CROSSE ST SW
41-17-22-151-036	3941	WYOMING AVE SW	41-17-22-176-004	2142	LA CROSSE ST SW
41-17-22-151-037	2253	LA CROSSE ST SW	41-17-22-176-005	2138	LA CROSSE ST SW
41-17-22-151-046	3815	COOK CT SW	41-17-22-176-006	2118	LA CROSSE ST SW
41-17-22-151-047	3819	COOK CT SW	41-17-22-176-007	2112	LA CROSSE ST SW
41-17-22-151-048	3823	COOK CT SW	41-17-22-176-008	2106	LA CROSSE ST SW
41-17-22-151-049	3827	COOK CT SW	41-17-22-176-009	2064	LA CROSSE ST SW
41-17-22-151-050	3831	COOK CT SW	41-17-22-176-010	2056	LA CROSSE ST SW
41-17-22-151-051	3835	COOK CT SW	41-17-22-177-001	2046	LA CROSSE ST SW
41-17-22-151-052	3839	COOK CT SW	41-17-22-177-002	2038	LA CROSSE ST SW
41-17-22-151-053	3838	COOK CT SW	41-17-22-177-003	2032	LA CROSSE ST SW
41-17-22-151-060	3811	COOK CT SW	41-17-22-177-004	2026	LA CROSSE ST SW
41-17-22-151-087	3828	COOK CT SW	41-17-22-177-005	2018	LA CROSSE ST SW
41-17-22-151-089	3846	BYRON CENTER AVE SW	41-17-22-177-006	2012	LA CROSSE ST SW
41-17-22-152-005	2332	ARDEN ST SW	41-17-22-177-007	2004	LA CROSSE ST SW
41-17-22-152-006	2330	ARDEN ST SW	41-17-22-201-001	1964	36TH ST SW
41-17-22-152-009	2320	ARDEN ST SW	41-17-22-201-002	1956	36TH ST SW
41-17-22-152-011	2335	LA CROSSE ST SW	41-17-22-201-003	1948	36TH ST SW
41-17-22-152-012	2331	LA CROSSE ST SW	41-17-22-201-005	1920	36TH ST SW
41-17-22-152-013	2329	LA CROSSE ST SW	41-17-22-201-006	1916	36TH ST SW
41-17-22-152-017	2317	LA CROSSE ST SW	41-17-22-201-012	3631	GROVELAND AVE SW

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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	41-17-22-202-049	3866	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
41-17-22-202-006	3624	GROVELAND AVE SW	41-17-22-203-008	3656	TAFT AVE SW
41-17-22-202-008	3644	GROVELAND AVE SW	41-17-22-203-009	3662	TAFT AVE SW
41-17-22-202-009	3654	GROVELAND AVE SW	41-17-22-203-010	3702	TAFT AVE SW
41-17-22-202-011	3712	GROVELAND AVE SW	41-17-22-203-011	3708	TAFT AVE SW
41-17-22-202-012	3716	GROVELAND AVE SW	41-17-22-203-012	3714	TAFT AVE SW
41-17-22-202-013	3720	GROVELAND AVE SW	41-17-22-203-013	3720	TAFT AVE SW
41-17-22-202-014	3730	GROVELAND AVE SW	41-17-22-203-014	3726	TAFT AVE SW
41-17-22-202-015	3736	GROVELAND AVE SW	41-17-22-203-015	3732	TAFT AVE SW
41-17-22-202-016	3740	GROVELAND AVE SW	41-17-22-203-016	3738	TAFT AVE SW

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41-17-22-203-017	3746	TAFT AVE SW	41-17-22-227-004	1652	36TH ST SW
41-17-22-203-018	3752	TAFT AVE SW	41-17-22-227-005	3601	MINNIE AVE SW
41-17-22-203-026	3655	HUBAL AVE SW	41-17-22-227-020	3954	OAK VALLEY AVE SW
41-17-22-203-027	3661	HUBAL AVE SW	41-17-22-227-021	3956	OAK VALLEY AVE SW
41-17-22-203-028	3701	HUBAL AVE SW	41-17-22-227-022	3958	OAK VALLEY AVE SW
41-17-22-203-029	3709	HUBAL AVE SW	41-17-22-227-026	3603	MINNIE AVE SW
41-17-22-203-030	3713	HUBAL AVE SW	41-17-22-227-027	3605	MINNIE AVE SW
41-17-22-203-031	3719	HUBAL AVE SW	41-17-22-227-028	3607	MINNIE AVE SW
41-17-22-203-032	3725	HUBAL AVE SW	41-17-22-227-029	3609	MINNIE AVE SW
41-17-22-203-033	3731	HUBAL AVE SW	41-17-22-227-030	3611	MINNIE AVE SW
41-17-22-203-034	3739	HUBAL AVE SW	41-17-22-227-031	3613	MINNIE AVE SW
41-17-22-203-035	3745	HUBAL AVE SW	41-17-22-227-032	3615	MINNIE AVE SW
41-17-22-203-036	3751	HUBAL AVE SW	41-17-22-227-033	3631	MINNIE AVE SW
41-17-22-226-003	1742	36TH ST SW	41-17-22-227-034	3655	MINNIE AVE SW
41-17-22-226-004	1740	36TH ST SW	41-17-22-227-038	3725	MINNIE AVE SW
41-17-22-226-005	3605	OAK VALLEY AVE SW	41-17-22-227-041	3743	MINNIE AVE SW
41-17-22-226-006	3613	OAK VALLEY AVE SW	41-17-22-227-046	3803	MINNIE AVE SW
41-17-22-226-009	3623	OAK VALLEY AVE SW	41-17-22-227-047	3811	MINNIE AVE SW
41-17-22-226-017	3805	OAK VALLEY AVE SW	41-17-22-227-048	3821	MINNIE AVE SW
41-17-22-226-030	3731	OAK VALLEY AVE SW	41-17-22-227-049	3827	MINNIE AVE SW
41-17-22-226-031	3741	OAK VALLEY AVE SW	41-17-22-227-050	3843	MINNIE AVE SW
41-17-22-226-035	3618	HUBAL AVE SW	41-17-22-227-051	3851	MINNIE AVE SW
41-17-22-226-037	3630	HUBAL AVE SW	41-17-22-227-052	3865	MINNIE AVE SW
41-17-22-226-038	3619	OAK VALLEY AVE SW	41-17-22-227-060	3701	MINNIE AVE SW
41-17-22-226-039	3638	HUBAL AVE SW	41-17-22-227-061	3715	MINNIE AVE SW
41-17-22-226-040	3781	OAK VALLEY AVE SW	41-17-22-227-062	3733	MINNIE AVE SW
41-17-22-226-041	3791	OAK VALLEY AVE SW	41-17-22-227-063	3739	MINNIE AVE SW
41-17-22-226-042	3801	OAK VALLEY AVE SW	41-17-22-227-064	3826	OAK VALLEY AVE SW
41-17-22-226-043	3915	OAK VALLEY AVE SW	41-17-22-227-065	3830	OAK VALLEY AVE SW
41-17-22-226-044	3927	OAK VALLEY AVE SW	41-17-22-227-066	3842	OAK VALLEY AVE SW
41-17-22-226-045	3945	OAK VALLEY AVE SW	41-17-22-227-067	3848	OAK VALLEY AVE SW
41-17-22-226-046	3951	OAK VALLEY AVE SW	41-17-22-227-070	3988	OAK VALLEY AVE SW
41-17-22-226-050	3625	OAK VALLEY AVE SW	41-17-22-227-072	3765	MINNIE AVE SW
41-17-22-226-052	3627	OAK VALLEY AVE SW	41-17-22-227-076	3730	OAK VALLEY AVE SW
41-17-22-226-053	3753	OAK VALLEY AVE SW	41-17-22-227-079	3770	OAK VALLEY AVE SW
41-17-22-226-054	3759	OAK VALLEY AVE SW	41-17-22-227-082	3604	OAK VALLEY AVE SW
41-17-22-226-055	3983	OAK VALLEY AVE SW	41-17-22-227-083	3610	OAK VALLEY AVE SW
41-17-22-226-056	3991	OAK VALLEY AVE SW	41-17-22-227-087	3968	OAK VALLEY AVE SW
41-17-22-226-057	3711	OAK VALLEY AVE SW	41-17-22-227-088	3890	OAK VALLEY AVE SW
41-17-22-226-058	3721	OAK VALLEY AVE SW	41-17-22-227-089	3908	OAK VALLEY AVE SW
41-17-22-226-059	1754	36TH ST SW	41-17-22-227-096	3755	MINNIE AVE SW
41-17-22-226-060	1748	36TH ST SW	41-17-22-227-099	3628	OAK VALLEY AVE SW
41-17-22-226-061	3612	HUBAL AVE SW	41-17-22-227-102	3854	OAK VALLEY AVE SW

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41-17-22-228-003	1626	36TH ST SW	41-17-22-228-104	3604	MINNIE AVE SW
41-17-22-228-010	3610	MINNIE AVE SW	41-17-22-228-105	1629	40TH ST SW
41-17-22-228-011	3612	MINNIE AVE SW	41-17-22-228-106	3971	BURLINGAME AVE SW
41-17-22-228-012	3616	MINNIE AVE SW	41-17-22-228-107	3983	BURLINGAME AVE SW
41-17-22-228-013	3630	MINNIE AVE SW	41-17-22-228-108	3995	BURLINGAME AVE SW
41-17-22-228-017	3726	MINNIE AVE SW	41-17-22-228-109	3605	BURLINGAME AVE SW
41-17-22-228-020	3744	MINNIE AVE SW	41-17-22-251-002	3654	HUBAL AVE SW
41-17-22-228-025	3810	MINNIE AVE SW	41-17-22-251-003	3660	HUBAL AVE SW
41-17-22-228-026	3820	MINNIE AVE SW	41-17-22-251-004	3700	HUBAL AVE SW
41-17-22-228-027	3828	MINNIE AVE SW	41-17-22-251-005	3708	HUBAL AVE SW
41-17-22-228-028	3840	MINNIE AVE SW	41-17-22-251-006	3712	HUBAL AVE SW
41-17-22-228-029	3852	MINNIE AVE SW	41-17-22-251-007	3718	HUBAL AVE SW
41-17-22-228-030	3856	MINNIE AVE SW	41-17-22-251-008	3724	HUBAL AVE SW
41-17-22-228-038	3631	BURLINGAME AVE SW	41-17-22-251-009	3730	HUBAL AVE SW
41-17-22-228-039	3635	BURLINGAME AVE SW	41-17-22-251-010	3738	HUBAL AVE SW
41-17-22-228-040	3639	BURLINGAME AVE SW	41-17-22-251-011	3744	HUBAL AVE SW
41-17-22-228-041	3701	BURLINGAME AVE SW	41-17-22-251-012	3750	HUBAL AVE SW
41-17-22-228-042	3705	BURLINGAME AVE SW	41-17-22-251-013	3754	HUBAL AVE SW
41-17-22-228-043	3707	BURLINGAME AVE SW	41-17-22-251-015	3640	HUBAL AVE SW
41-17-22-228-044	3709	BURLINGAME AVE SW	41-17-22-276-002	3987	OAK VALLEY CT SW
41-17-22-228-045	3715	BURLINGAME AVE SW	41-17-22-276-003	3975	OAK VALLEY CT SW
41-17-22-228-050	3801	BURLINGAME AVE SW	41-17-22-276-004	3963	OAK VALLEY CT SW
41-17-22-228-051	3811	BURLINGAME AVE SW	41-17-22-276-005	3951	OAK VALLEY CT SW
41-17-22-228-052	3815	BURLINGAME AVE SW	41-17-22-276-006	3939	OAK VALLEY CT SW
41-17-22-228-053	3821	BURLINGAME AVE SW	41-17-22-276-008	3938	OAK VALLEY CT SW
41-17-22-228-054	3825	BURLINGAME AVE SW	41-17-22-276-009	3950	OAK VALLEY CT SW
41-17-22-228-055	3835	BURLINGAME AVE SW	41-17-22-276-010	3970	OAK VALLEY CT SW
41-17-22-228-056	3841	BURLINGAME AVE SW	41-17-22-276-011	3982	OAK VALLEY CT SW
41-17-22-228-057	3849	BURLINGAME AVE SW	41-17-22-276-012	3994	OAK VALLEY CT SW
41-17-22-228-058	3895	BURLINGAME AVE SW	41-17-22-301-003	2349	FLOYD ST SW
41-17-22-228-063	3636	MINNIE AVE SW	41-17-22-301-004	2339	FLOYD ST SW
41-17-22-228-067	3945	BURLINGAME AVE SW	41-17-22-301-005	2331	FLOYD ST SW
41-17-22-228-068	3756	MINNIE AVE SW	41-17-22-301-006	2325	FLOYD ST SW
41-17-22-228-070	3913	BURLINGAME AVE SW	41-17-22-301-007	2319	FLOYD ST SW
41-17-22-228-071	3917	BURLINGAME AVE SW	41-17-22-301-008	2313	FLOYD ST SW
41-17-22-228-077	3741	BURLINGAME AVE SW	41-17-22-301-009	2307	FLOYD ST SW
41-17-22-228-078	3608	MINNIE AVE SW	41-17-22-301-010	2261	FLOYD ST SW
41-17-22-228-092	3623	BURLINGAME AVE SW	41-17-22-301-011	2253	FLOYD ST SW
41-17-22-228-097	3923	BURLINGAME AVE SW	41-17-22-301-012	2247	FLOYD ST SW
41-17-22-228-098	3939	BURLINGAME AVE SW	41-17-22-301-013	2241	FLOYD ST SW
41-17-22-228-099	3619	BURLINGAME AVE SW	41-17-22-301-014	2233	FLOYD ST SW
41-17-22-228-102	3740	MINNIE AVE SW	41-17-22-301-015	2225	FLOYD ST SW
41-17-22-228-103	1630	36TH ST SW	41-17-22-301-016	2219	FLOYD ST SW

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41-17-22-301-017	2211	FLOYD ST SW	41-17-22-327-009	2116	FLOYD ST SW
41-17-22-301-018	2205	FLOYD ST SW	41-17-22-327-010	2107	CYPRESS ST SW
41-17-22-301-019	2159	FLOYD ST SW	41-17-22-327-011	2115	CYPRESS ST SW
41-17-22-301-020	2155	FLOYD ST SW	41-17-22-327-012	2121	CYPRESS ST SW
41-17-22-301-021	2147	FLOYD ST SW	41-17-22-327-013	2127	CYPRESS ST SW
41-17-22-301-022	2141	FLOYD ST SW	41-17-22-327-014	2130	CYPRESS ST SW
41-17-22-301-023	2133	FLOYD ST SW	41-17-22-327-015	2126	CYPRESS ST SW
41-17-22-301-024	2125	FLOYD ST SW	41-17-22-327-016	2118	CYPRESS ST SW
41-17-22-301-025	2119	FLOYD ST SW	41-17-22-327-017	2112	CYPRESS ST SW
41-17-22-301-026	2111	FLOYD ST SW	41-17-22-327-018	2104	CYPRESS ST SW
41-17-22-301-027	2103	FLOYD ST SW	41-17-22-328-001	2110	FLOYD ST SW
41-17-22-301-028	2063	FLOYD ST SW	41-17-22-328-002	2052	FLOYD ST SW
41-17-22-301-029	2055	FLOYD ST SW	41-17-22-328-003	2044	FLOYD ST SW
41-17-22-302-002	2350	FLOYD ST SW	41-17-22-328-004	2038	FLOYD ST SW
41-17-22-302-003	2336	FLOYD ST SW	41-17-22-328-005	2032	FLOYD ST SW
41-17-22-302-004	2328	FLOYD ST SW	41-17-22-328-006	2024	FLOYD ST SW
41-17-22-302-007	2306	FLOYD ST SW	41-17-22-328-007	2016	FLOYD ST SW
41-17-22-302-008	2264	FLOYD ST SW	41-17-22-328-008	2012	FLOYD ST SW
41-17-22-302-009	2260	FLOYD ST SW	41-17-22-328-009	2004	FLOYD ST SW
41-17-22-302-010	2252	FLOYD ST SW	41-17-22-328-010	2065	CYPRESS ST SW
41-17-22-302-013	2234	FLOYD ST SW	41-17-22-328-011	2057	CYPRESS ST SW
41-17-22-302-014	2224	FLOYD ST SW	41-17-22-328-012	2049	CYPRESS ST SW
41-17-22-302-015	2216	FLOYD ST SW	41-17-22-328-013	2041	CYPRESS ST SW
41-17-22-302-016	2206	FLOYD ST SW	41-17-22-328-014	2035	CYPRESS ST SW
41-17-22-302-018	2316	FLOYD ST SW	41-17-22-328-015	2029	CYPRESS ST SW
41-17-22-302-019	2248	FLOYD ST SW	41-17-22-328-016	2024	CYPRESS ST SW
41-17-22-302-020	2244	FLOYD ST SW	41-17-22-328-017	2068	CYPRESS ST SW
41-17-22-303-003	2369	CRESTVIEW DR SW	41-17-22-328-018	2060	CYPRESS ST SW
41-17-22-303-004	2357	CRESTVIEW DR SW	41-17-22-328-019	2054	CYPRESS ST SW
41-17-22-326-001	2041	FLOYD ST SW	41-17-22-328-020	2046	CYPRESS ST SW
41-17-22-326-002	2033	FLOYD ST SW	41-17-22-328-023	2028	CYPRESS ST SW
41-17-22-326-003	2025	FLOYD ST SW	41-17-22-328-024	2038	CYPRESS ST SW
41-17-22-326-004	2017	FLOYD ST SW	41-17-22-351-001	2400	CRESTVIEW DR SW
41-17-22-326-005	2011	FLOYD ST SW	41-17-22-351-002	2370	CRESTVIEW DR SW
41-17-22-326-006	2005	FLOYD ST SW	41-17-22-351-003	2358	CRESTVIEW DR SW
41-17-22-327-001	2200	FLOYD ST SW	41-17-22-351-004	2346	CRESTVIEW DR SW
41-17-22-327-002	2158	FLOYD ST SW	41-17-22-351-005	2332	CRESTVIEW DR SW
41-17-22-327-003	2154	FLOYD ST SW	41-17-22-351-006	2320	CRESTVIEW DR SW
41-17-22-327-004	2148	FLOYD ST SW	41-17-22-351-007	2306	CRESTVIEW DR SW
41-17-22-327-005	2144	FLOYD ST SW	41-17-22-351-008	2286	CRESTVIEW DR SW
41-17-22-327-006	2138	FLOYD ST SW	41-17-22-351-010	2390	CRESTVIEW DR SW
41-17-22-327-007	2128	FLOYD ST SW	41-17-22-351-011	2373	GREENVIEW DR SW
41-17-22-327-008	2124	FLOYD ST SW	41-17-22-351-012	2363	GREENVIEW DR SW

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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	41-17-22-354-068	4334	BYRON CENTER AVE SW
41-17-22-352-005	2330	GREENVIEW DR SW	41-17-22-374-002	2210	KNICKERBOCKER ST SW
41-17-22-352-007	2349	HOLLIDAY DR SW	41-17-22-374-003	2222	KNICKERBOCKER ST SW
41-17-22-352-008	2343	HOLLIDAY DR SW	41-17-22-374-004	2234	KNICKERBOCKER ST SW
41-17-22-352-009	2335	HOLLIDAY DR SW	41-17-22-374-005	2246	KNICKERBOCKER ST SW
41-17-22-352-010	2329	HOLLIDAY DR SW	41-17-22-374-006	2245	KNICKERBOCKER ST SW
41-17-22-352-011	2323	HOLLIDAY DR SW	41-17-22-374-007	2233	KNICKERBOCKER ST SW
41-17-22-352-012	2315	HOLLIDAY DR SW	41-17-22-374-008	2221	KNICKERBOCKER ST SW
41-17-22-352-013	2301	HOLLIDAY DR SW	41-17-22-374-009	2209	KNICKERBOCKER ST SW
41-17-22-352-015	4236	BYRON CENTER AVE SW	41-17-22-376-001	2209	HOLLIDAY DR SW
41-17-22-353-001	2246	HOLLIDAY DR SW	41-17-22-376-002	2153	GREENVIEW CT SW
41-17-22-353-002	2236	HOLLIDAY DR SW	41-17-22-376-003	2145	GREENVIEW CT SW
41-17-22-353-003	2230	HOLLIDAY DR SW	41-17-22-376-004	2137	GREENVIEW CT SW
41-17-22-353-004	2222	HOLLIDAY DR SW	41-17-22-376-005	2131	GREENVIEW CT SW
41-17-22-353-005	2216	HOLLIDAY DR SW	41-17-22-376-006	2125	GREENVIEW CT SW
41-17-22-353-006	2212	HOLLIDAY DR SW	41-17-22-376-007	2126	GREENVIEW CT SW
41-17-22-353-007	2206	HOLLIDAY DR SW	41-17-22-376-008	2132	GREENVIEW CT SW
41-17-22-353-008	2200	HOLLIDAY DR SW	41-17-22-376-009	2138	GREENVIEW CT SW
41-17-22-353-009	2260	HOLLIDAY DR SW	41-17-22-376-010	2146	GREENVIEW CT SW
41-17-22-353-010	2255	GREENVIEW DR SW	41-17-22-376-011	2154	GREENVIEW CT SW
41-17-22-353-011	2249	GREENVIEW DR SW	41-17-22-376-012	2161	HOLLIDAY DR SW
41-17-22-353-012	2241	GREENVIEW DR SW	41-17-22-376-013	2153	HOLLIDAY DR SW
41-17-22-353-013	2235	GREENVIEW DR SW	41-17-22-376-014	2147	HOLLIDAY DR SW
41-17-22-353-014	2225	GREENVIEW DR SW	41-17-22-376-015	2141	HOLLIDAY DR SW
41-17-22-353-015	2217	GREENVIEW DR SW	41-17-22-376-016	2135	HOLLIDAY DR SW
41-17-22-353-016	2209	GREENVIEW DR SW	41-17-22-376-017	2129	HOLLIDAY DR SW
41-17-22-354-002	2346	HOLLIDAY DR SW	41-17-22-376-018	2123	HOLLIDAY DR SW
41-17-22-354-006	2314	HOLLIDAY DR SW	41-17-22-376-019	2101	HOLLIDAY DR SW
41-17-22-354-007	2300	HOLLIDAY DR SW	41-17-22-376-020	2081	HOLLIDAY DR SW
41-17-22-354-008	2262	GREENVIEW DR SW	41-17-22-376-021	2075	HOLLIDAY DR SW

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41-17-22-376-022	2073	HOLLIDAY DR SW	41-17-22-378-009	2185	KNICKERBOCKER ST SW
41-17-22-376-023	2071	HOLLIDAY DR SW	41-17-22-378-010	2173	KNICKERBOCKER ST SW
41-17-22-376-024	2069	HOLLIDAY DR SW	41-17-22-378-011	4311	FOREST PARK DR SW
41-17-22-376-025	2067	HOLLIDAY DR SW	41-17-22-379-001	2080	HOLLIDAY DR SW
41-17-22-376-026	2065	HOLLIDAY DR SW	41-17-22-379-003	2108	HOLLIDAY DR SW
41-17-22-376-027	2063	HOLLIDAY DR SW	41-17-22-379-004	2120	HOLLIDAY DR SW
41-17-22-376-028	2061	HOLLIDAY DR SW	41-17-22-379-005	2126	HOLLIDAY DR SW
41-17-22-376-029	2057	HOLLIDAY DR SW	41-17-22-379-011	2131	KNICKERBOCKER ST SW
41-17-22-376-030	2051	HOLLIDAY DR SW	41-17-22-379-012	2125	KNICKERBOCKER ST SW
41-17-22-376-031	2045	HOLLIDAY DR SW	41-17-22-379-013	2113	KNICKERBOCKER ST SW
41-17-22-376-032	2041	HOLLIDAY DR SW	41-17-22-379-014	2101	KNICKERBOCKER ST SW
41-17-22-376-033	2037	HOLLIDAY DR SW	41-17-22-379-015	2089	KNICKERBOCKER ST SW
41-17-22-376-035	2033	HOLLIDAY DR SW	41-17-22-379-016	2102	HOLLIDAY DR SW
41-17-22-377-001	2068	HOLLIDAY DR SW	41-17-22-379-017	2114	HOLLIDAY DR SW
41-17-22-377-005	2046	HOLLIDAY DR SW	41-17-22-379-019	4239	TROJAN DR SW
41-17-22-377-006	2040	HOLLIDAY DR SW	41-17-22-379-020	4249	TROJAN DR SW
41-17-22-377-007	2036	HOLLIDAY DR SW	41-17-22-379-021	4261	TROJAN DR SW
41-17-22-377-008	2032	HOLLIDAY DR SW	41-17-22-379-022	4271	TROJAN DR SW
41-17-22-377-009	2016	HOLLIDAY DR SW	41-17-22-379-023	4287	TROJAN DR SW
41-17-22-377-010	2012	HOLLIDAY DR SW	41-17-22-379-024	4295	TROJAN DR SW
41-17-22-377-011	2000	HOLLIDAY DR SW	41-17-22-379-025	4310	FOREST PARK DR SW
41-17-22-377-012	1988	HOLLIDAY DR SW	41-17-22-379-026	2086	HOLLIDAY DR SW
41-17-22-377-013	4243	GREENVALE AVE SW	41-17-22-379-028	2064	CANNON ST SW
41-17-22-377-017	2063	CANNON ST SW	41-17-22-379-029	2056	CANNON ST SW
41-17-22-377-018	2055	CANNON ST SW	41-17-22-380-004	2026	CANNON ST SW
41-17-22-377-019	2047	CANNON ST SW	41-17-22-380-005	2020	CANNON ST SW
41-17-22-377-020	2041	CANNON ST SW	41-17-22-380-006	2014	CANNON ST SW
41-17-22-377-021	2039	CANNON ST SW	41-17-22-380-007	2002	CANNON ST SW
41-17-22-377-023	2035	CANNON ST SW	41-17-22-380-008	1986	CANNON ST SW
41-17-22-377-024	2023	CANNON ST SW	41-17-22-380-010	2034	CANNON ST SW
41-17-22-377-029	2060	HOLLIDAY DR SW	41-17-22-380-011	4244	TROJAN DR SW
41-17-22-377-030	2052	HOLLIDAY DR SW	41-17-22-380-012	4264	TROJAN DR SW
41-17-22-377-031	2017	CANNON ST SW	41-17-22-380-015	4300	TROJAN DR SW
41-17-22-377-032	1999	CANNON ST SW	41-17-22-380-019	4282	TROJAN DR SW
41-17-22-377-035	2074	HOLLIDAY DR SW	41-17-22-380-020	4290	TROJAN DR SW
41-17-22-377-036	2069	CANNON ST SW	41-17-22-381-001	2198	KNICKERBOCKER ST SW
41-17-22-378-001	2214	GREENVIEW DR SW	41-17-22-381-002	2186	KNICKERBOCKER ST SW
41-17-22-378-002	2208	GREENVIEW DR SW	41-17-22-381-003	2174	KNICKERBOCKER ST SW
41-17-22-378-003	2160	HOLLIDAY DR SW	41-17-22-381-004	4337	FOREST PARK DR SW
41-17-22-378-004	2154	HOLLIDAY DR SW	41-17-22-381-005	2149	FOREST PARK CT SW
41-17-22-378-005	2148	HOLLIDAY DR SW	41-17-22-381-006	2163	FOREST PARK CT SW
41-17-22-378-006	2142	HOLLIDAY DR SW	41-17-22-381-008	2171	FOREST PARK CT SW
41-17-22-378-008	2197	KNICKERBOCKER ST SW	41-17-22-381-009	2174	FOREST PARK CT SW

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41-17-22-381-010	2162	FOREST PARK CT SW	41-17-23-153-002	3974	BURLINGAME AVE SW
41-17-22-381-011	2150	FOREST PARK CT SW	41-17-23-153-003	3988	BURLINGAME AVE SW
41-17-22-381-012	4377	FOREST PARK DR SW	41-17-23-153-004	1570	BEECH ST SW
41-17-22-381-013	4391	FOREST PARK DR SW	41-17-23-153-005	1562	BEECH ST SW
41-17-22-382-001	4340	FOREST PARK DR SW	41-17-23-153-006	1552	BEECH ST SW
41-17-22-382-002	4362	FOREST PARK DR SW	41-17-23-153-007	1542	BEECH ST SW
41-17-22-382-003	4374	FOREST PARK DR SW	41-17-23-153-008	1534	BEECH ST SW
41-17-22-382-004	4386	FOREST PARK DR SW	41-17-23-153-009	1524	BEECH ST SW
41-17-22-382-005	4398	FOREST PARK DR SW	41-17-23-153-010	1516	BEECH ST SW
41-17-22-382-006	2136	KNICKERBOCKER ST SW	41-17-23-153-011	1506	BEECH ST SW
41-17-22-382-007	2124	KNICKERBOCKER ST SW	41-17-23-153-012	1496	BEECH ST SW
41-17-22-382-008	2112	KNICKERBOCKER ST SW	41-17-23-153-013	1486	BEECH ST SW
41-17-22-382-009	4335	KNICKERBOCKER CT SW	41-17-23-153-014	1478	BEECH ST SW
41-17-22-382-010	4347	KNICKERBOCKER CT SW	41-17-23-153-015	1468	BEECH ST SW
41-17-22-382-011	4359	KNICKERBOCKER CT SW	41-17-23-153-016	1460	BEECH ST SW
41-17-22-382-012	4371	KNICKERBOCKER CT SW	41-17-23-153-017	1450	BEECH ST SW
41-17-22-382-013	4380	KNICKERBOCKER CT SW	41-17-23-153-018	1442	BEECH ST SW
41-17-22-382-014	4326	KNICKERBOCKER CT SW	41-17-23-153-019	1432	BEECH ST SW
41-17-22-382-015	4338	KNICKERBOCKER CT SW	41-17-23-153-020	1571	40TH ST SW
41-17-22-382-016	4342	KNICKERBOCKER CT SW	41-17-23-153-021	1563	40TH ST SW
41-17-22-382-017	4354	KNICKERBOCKER CT SW	41-17-23-153-022	1553	40TH ST SW
41-17-22-382-018	4366	KNICKERBOCKER CT SW	41-17-23-153-023	1545	40TH ST SW
41-17-22-382-019	4378	KNICKERBOCKER CT SW	41-17-23-153-024	1535	40TH ST SW
41-17-22-401-001	1955	FLOYD ST SW	41-17-23-153-025	1527	40TH ST SW
41-17-22-401-002	1947	FLOYD ST SW	41-17-23-153-026	1519	40TH ST SW
41-17-22-401-003	1933	FLOYD ST SW	41-17-23-153-027	1509	40TH ST SW
41-17-22-402-001	1960	FLOYD ST SW	41-17-23-153-028	1501	40TH ST SW
41-17-22-402-002	1954	FLOYD ST SW	41-17-23-153-029	1489	40TH ST SW
41-17-22-402-004	1850	FLOYD ST SW	41-17-23-153-030	1481	40TH ST SW
41-17-22-402-005	1942	FLOYD ST SW	41-17-23-153-031	1471	40TH ST SW
41-17-22-402-008	4045	GROVELAND AVE SW	41-17-23-153-032	1461	40TH ST SW
41-17-22-404-002	2009	HOLLIDAY DR SW	41-17-23-153-033	1453	40TH ST SW
41-17-22-404-003	1997	HOLLIDAY DR SW	41-17-23-153-034	1443	40TH ST SW
41-17-22-404-004	1985	HOLLIDAY DR SW	41-17-23-153-035	1433	40TH ST SW
41-17-22-451-015	4256	GREENVALE AVE SW	41-17-23-154-009	3958	HAVANA AVE SW
41-17-22-451-016	4262	GREENVALE AVE SW	41-17-23-154-010	3968	HAVANA AVE SW
41-17-22-451-017	1961	CANNON ST SW	41-17-23-154-011	1407	40TH ST SW
41-17-22-451-028	1948	HOLLIDAY DR SW	41-17-23-154-023	3929	HERON AVE SW
41-17-22-451-029	4244	GREENVALE AVE SW	41-17-23-154-029	3921	HERON AVE SW
41-17-22-452-002	1974	CANNON ST SW	41-17-23-154-030	1403	40TH ST SW
41-17-22-452-003	1962	CANNON ST SW	41-17-23-176-011	3924	HERON AVE SW
41-17-22-476-033	1621	43RD ST SW	41-17-23-176-012	3928	HERON AVE SW
41-17-23-153-001	1582	BEECH ST SW	41-17-23-176-023	3921	ORIOLE AVE SW

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41-17-23-176-024	3925	ORIOLE AVE SW	41-17-23-252-032	3936	MILAN AVE SW
41-17-23-176-025	1399	40TH ST SW	41-17-23-253-008	3916	COLBY AVE SW
41-17-23-176-026	1393	40TH ST SW	41-17-23-253-009	3920	COLBY AVE SW
41-17-23-176-031	3917	ORIOLE AVE SW	41-17-23-253-012	3930	COLBY AVE SW
41-17-23-177-011	3918	ORIOLE AVE SW	41-17-23-253-013	3936	COLBY AVE SW
41-17-23-177-012	3924	ORIOLE AVE SW	41-17-23-253-014	1111	40TH ST SW
41-17-23-177-025	1347	40TH ST SW	41-17-23-253-025	3937	ILLINOIS AVE SW
41-17-23-177-026	3999	RAVEN AVE SW	41-17-23-253-026	3943	ILLINOIS AVE SW
41-17-23-177-031	3935	RAVEN AVE SW	41-17-23-253-027	3949	ILLINOIS AVE SW
41-17-23-177-032	3959	RAVEN AVE SW	41-17-23-253-028	3955	ILLINOIS AVE SW
41-17-23-178-012	3960	RAVEN AVE SW	41-17-23-253-029	3961	ILLINOIS AVE SW
41-17-23-178-023	3935	FLAMINGO AVE SW	41-17-23-253-031	3924	COLBY AVE SW
41-17-23-178-024	3947	FLAMINGO AVE SW	41-17-23-301-001	1586	40TH ST SW
41-17-23-178-025	3959	FLAMINGO AVE SW	41-17-23-301-002	1576	40TH ST SW
41-17-23-178-026	1255	40TH ST SW	41-17-23-301-011	1514	40TH ST SW
41-17-23-178-027	1251	40TH ST SW	41-17-23-301-012	1504	40TH ST SW
41-17-23-178-028	3936	RAVEN AVE SW	41-17-23-301-016	1568	40TH ST SW
41-17-23-178-029	3948	RAVEN AVE SW	41-17-23-301-017	1558	40TH ST SW
41-17-23-179-011	3924	FLAMINGO AVE SW	41-17-23-301-018	1550	40TH ST SW
41-17-23-179-012	3940	FLAMINGO AVE SW	41-17-23-301-024	1540	40TH ST SW
41-17-23-179-013	3956	FLAMINGO AVE SW	41-17-23-301-026	1520	40TH ST SW
41-17-23-179-022	3925	MICHAEL AVE SW	41-17-23-302-017	4100	EMMA AVE SW
41-17-23-179-024	1243	40TH ST SW	41-17-23-302-018	4110	EMMA AVE SW
41-17-23-179-025	1231	40TH ST SW	41-17-23-302-019	4120	EMMA AVE SW
41-17-23-179-028	1223	40TH ST SW	41-17-23-303-004	1572	41ST ST SW
41-17-23-179-033	3913	MICHAEL AVE SW	41-17-23-303-005	1562	41ST ST SW
41-17-23-180-011	3912	MICHAEL AVE SW	41-17-23-303-006	1552	41ST ST SW
41-17-23-180-012	3918	MICHAEL AVE SW	41-17-23-303-007	1544	41ST ST SW
41-17-23-180-013	3930	MICHAEL AVE SW	41-17-23-303-008	4115	EMMA AVE SW
41-17-23-180-017	1209	40TH ST SW	41-17-23-303-012	4100	BURLINGAME AVE SW
41-17-23-251-010	3917	MILAN AVE SW	41-17-23-303-013	4110	BURLINGAME AVE SW
41-17-23-251-011	3925	MILAN AVE SW	41-17-23-303-014	4122	BURLINGAME AVE SW
41-17-23-251-012	3929	MILAN AVE SW	41-17-23-303-021	4173	EMMA AVE SW
41-17-23-251-013	1193	40TH ST SW	41-17-23-303-022	4190	EMMA AVE SW
41-17-23-251-014	3935	MILAN AVE SW	41-17-23-303-025	4137	EMMA AVE SW
41-17-23-252-009	3916	MILAN AVE SW	41-17-23-303-026	4149	EMMA AVE SW
41-17-23-252-010	3920	MILAN AVE SW	41-17-23-303-027	4161	EMMA AVE SW
41-17-23-252-011	3924	MILAN AVE SW	41-17-23-303-028	4185	EMMA AVE SW
41-17-23-252-023	3917	COLBY AVE SW	41-17-23-303-029	4197	EMMA AVE SW
41-17-23-252-024	3921	COLBY AVE SW	41-17-23-303-030	4166	EMMA AVE SW
41-17-23-252-029	3935	COLBY AVE SW	41-17-23-303-031	1500	EMMA CT SW
41-17-23-252-030	3939	COLBY AVE SW	41-17-23-303-032	1488	EMMA CT SW
41-17-23-252-031	3930	MILAN AVE SW	41-17-23-303-037	1501	EMMA CT SW

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41-17-23-303-038	1513	EMMA CT SW	41-17-23-327-025	4063	ORIOLE AVE SW
41-17-23-303-047	1411	42ND ST SW	41-17-23-327-026	4073	ORIOLE AVE SW
41-17-23-326-002	4037	HERON AVE SW	41-17-23-327-027	4081	ORIOLE AVE SW
41-17-23-326-003	4047	HERON AVE SW	41-17-23-327-028	4091	ORIOLE AVE SW
41-17-23-326-004	4059	HERON AVE SW	41-17-23-327-029	4101	ORIOLE AVE SW
41-17-23-326-005	4067	HERON AVE SW	41-17-23-327-030	4109	ORIOLE AVE SW
41-17-23-326-006	4077	HERON AVE SW	41-17-23-327-031	4119	ORIOLE AVE SW
41-17-23-326-007	4087	HERON AVE SW	41-17-23-327-032	4129	ORIOLE AVE SW
41-17-23-326-008	4095	HERON AVE SW	41-17-23-327-033	4137	ORIOLE AVE SW
41-17-23-326-009	4103	HERON AVE SW	41-17-23-327-034	4147	ORIOLE AVE SW
41-17-23-326-010	4113	HERON AVE SW	41-17-23-327-035	4155	ORIOLE AVE SW
41-17-23-326-011	4123	HERON AVE SW	41-17-23-327-036	4165	ORIOLE AVE SW
41-17-23-326-012	4133	HERON AVE SW	41-17-23-327-037	4173	ORIOLE AVE SW
41-17-23-326-013	4139	HERON AVE SW	41-17-23-327-038	4181	ORIOLE AVE SW
41-17-23-326-014	4149	HERON AVE SW	41-17-23-327-039	4191	ORIOLE AVE SW
41-17-23-326-015	4159	HERON AVE SW	41-17-23-328-002	4044	ORIOLE AVE SW
41-17-23-326-016	4169	HERON AVE SW	41-17-23-328-003	4054	ORIOLE AVE SW
41-17-23-326-017	4181	HERON AVE SW	41-17-23-328-019	1258	40TH ST SW
41-17-23-326-018	4191	HERON AVE SW	41-17-23-328-020	4033	FLAMINGO AVE SW
41-17-23-327-001	4020	HERON AVE SW	41-17-23-328-021	4039	FLAMINGO AVE SW
41-17-23-327-002	1390	40TH ST SW	41-17-23-328-022	4049	FLAMINGO AVE SW
41-17-23-327-003	1330	40TH ST SW	41-17-23-328-048	1300	40TH ST SW
41-17-23-327-004	4038	HERON AVE SW	41-17-23-328-050	1320	40TH ST SW
41-17-23-327-005	4048	HERON AVE SW	41-17-23-328-051	4032	ORIOLE AVE SW
41-17-23-327-006	4058	HERON AVE SW	41-17-23-329-001	4002	FLAMINGO AVE SW
41-17-23-327-007	4068	HERON AVE SW	41-17-23-329-002	1244	40TH ST SW
41-17-23-327-008	4078	HERON AVE SW	41-17-23-329-003	4032	FLAMINGO AVE SW
41-17-23-327-009	4088	HERON AVE SW	41-17-23-329-004	4040	FLAMINGO AVE SW
41-17-23-327-010	4096	HERON AVE SW	41-17-23-329-005	4050	FLAMINGO AVE SW
41-17-23-327-011	4104	HERON AVE SW	41-17-23-329-036	4071	MICHAEL AVE SW
41-17-23-327-012	4114	HERON AVE SW	41-17-23-330-001	1216	40TH ST SW
41-17-23-327-013	4124	HERON AVE SW	41-17-23-330-003	4064	MICHAEL AVE SW
41-17-23-327-014	4134	HERON AVE SW	41-17-23-351-002	1565	MAPLELAWN ST SW
41-17-23-327-015	4140	HERON AVE SW	41-17-23-351-003	1543	MAPLELAWN ST SW
41-17-23-327-016	4150	HERON AVE SW	41-17-23-351-004	1531	MAPLELAWN ST SW
41-17-23-327-017	4160	HERON AVE SW	41-17-23-351-005	1521	MAPLELAWN ST SW
41-17-23-327-018	4170	HERON AVE SW	41-17-23-351-006	1511	MAPLELAWN ST SW
41-17-23-327-019	4180	HERON AVE SW	41-17-23-351-007	1501	MAPLELAWN ST SW
41-17-23-327-020	4190	HERON AVE SW	41-17-23-351-008	1487	MAPLELAWN ST SW
41-17-23-327-021	4031	ORIOLE AVE SW	41-17-23-351-009	1477	MAPLELAWN ST SW
41-17-23-327-022	4033	ORIOLE AVE SW	41-17-23-351-010	1465	MAPLELAWN ST SW
41-17-23-327-023	4047	ORIOLE AVE SW	41-17-23-351-011	1455	MAPLELAWN ST SW
41-17-23-327-024	4055	ORIOLE AVE SW	41-17-23-351-012	1445	MAPLELAWN ST SW

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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
41-17-23-351-016	4210	BURLINGAME AVE SW	41-17-23-354-017	1452	SOUTHLAWN DR SW
41-17-23-351-017	1589	MAPLELAWN ST SW	41-17-23-354-018	1444	SOUTHLAWN DR SW
41-17-23-351-018	1577	MAPLELAWN ST SW	41-17-23-354-019	1434	SOUTHLAWN DR SW
41-17-23-352-001	1557	SOUTHLAWN DR SW	41-17-23-354-021	1539	43RD ST SW
41-17-23-352-002	1500	MAPLELAWN ST SW	41-17-23-354-022	1529	43RD ST SW
41-17-23-352-003	1490	MAPLELAWN ST SW	41-17-23-354-023	1523	43RD ST SW
41-17-23-352-004	1480	MAPLELAWN ST SW	41-17-23-354-024	1517	43RD ST SW
41-17-23-352-005	1472	MAPLELAWN ST SW	41-17-23-354-025	1511	43RD ST SW
41-17-23-352-006	1462	MAPLELAWN ST SW	41-17-23-354-026	1503	43RD ST SW
41-17-23-352-007	1452	MAPLELAWN ST SW	41-17-23-354-027	1463	43RD ST SW
41-17-23-352-008	1444	MAPLELAWN ST SW	41-17-23-354-028	1457	43RD ST SW
41-17-23-352-009	1434	MAPLELAWN ST SW	41-17-23-354-029	1451	43RD ST SW
41-17-23-352-010	1541	SOUTHLAWN DR SW	41-17-23-354-030	1445	43RD ST SW
41-17-23-352-011	1501	SOUTHLAWN DR SW	41-17-23-354-031	1439	43RD ST SW
41-17-23-352-012	1491	SOUTHLAWN DR SW	41-17-23-354-032	1433	43RD ST SW
41-17-23-352-013	1481	SOUTHLAWN DR SW	41-17-23-354-034	1580	MAPLELAWN ST SW
41-17-23-352-014	1473	SOUTHLAWN DR SW	41-17-23-354-039	1590	MAPLELAWN ST SW
41-17-23-352-015	1463	SOUTHLAWN DR SW	41-17-23-354-040	4250	BURLINGAME AVE SW
41-17-23-352-016	1453	SOUTHLAWN DR SW	41-17-23-354-041	1570	MAPLELAWN ST SW
41-17-23-352-017	1445	SOUTHLAWN DR SW	41-17-23-354-042	4262	BURLINGAME AVE SW
41-17-23-352-018	1435	SOUTHLAWN DR SW	41-17-23-355-002	1546	43RD ST SW
41-17-23-353-001	4210	HAVANA AVE SW	41-17-23-355-003	1538	43RD ST SW
41-17-23-353-002	4220	HAVANA AVE SW	41-17-23-355-004	1532	43RD ST SW
41-17-23-353-003	4230	HAVANA AVE SW	41-17-23-355-005	1524	43RD ST SW
41-17-23-353-004	4240	HAVANA AVE SW	41-17-23-355-006	1518	43RD ST SW
41-17-23-353-005	4250	HAVANA AVE SW	41-17-23-355-007	1512	43RD ST SW
41-17-23-353-006	4258	HAVANA AVE SW	41-17-23-355-008	1504	43RD ST SW
41-17-23-353-007	4268	HAVANA AVE SW	41-17-23-355-009	1464	43RD ST SW
41-17-23-353-010	4296	HAVANA AVE SW	41-17-23-355-010	1458	43RD ST SW
41-17-23-353-011	4276	HAVANA AVE SW	41-17-23-355-011	1450	43RD ST SW
41-17-23-353-012	4286	HAVANA AVE SW	41-17-23-355-012	1444	43RD ST SW
41-17-23-354-003	1560	MAPLELAWN ST SW	41-17-23-355-013	1438	43RD ST SW
41-17-23-354-006	1538	MAPLELAWN ST SW	41-17-23-355-014	1432	43RD ST SW
41-17-23-354-007	1544	SOUTHLAWN DR SW	41-17-23-355-037	1554	43RD ST SW
41-17-23-354-008	1534	SOUTHLAWN DR SW	41-17-23-355-049	1505	44TH ST SW
41-17-23-354-009	1524	SOUTHLAWN DR SW	41-17-23-401-001	4005	MILAN AVE SW
41-17-23-354-010	1516	SOUTHLAWN DR SW	41-17-23-401-002	4015	MILAN AVE SW
41-17-23-354-011	1510	SOUTHLAWN DR SW	41-17-23-401-003	4025	MILAN AVE SW
41-17-23-354-012	1500	SOUTHLAWN DR SW	41-17-23-401-004	4031	MILAN AVE SW
41-17-23-354-013	1490	SOUTHLAWN DR SW	41-17-23-401-005	4037	MILAN AVE SW
41-17-23-354-014	1480	SOUTHLAWN DR SW	41-17-23-402-001	4010	MILAN AVE SW

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41-17-23-402-002	1136	40TH ST SW	41-17-26-154-026	4694	CRANWOOD AVE SW
41-17-23-402-003	1130	40TH ST SW	41-17-26-154-027	4682	CRANWOOD AVE SW
41-17-23-402-004	1122	40TH ST SW	41-17-26-154-028	4670	CRANWOOD AVE SW
41-17-23-402-005	1114	40TH ST SW	41-17-26-154-030	4746	CRANWOOD AVE SW
41-17-23-402-006	1104	40TH ST SW	41-17-26-154-031	4754	CRANWOOD AVE SW
41-17-23-402-007	1050	40TH ST SW	41-17-26-155-001	4786	CRANWOOD AVE SW
41-17-23-402-008	4016	MILAN AVE SW	41-17-26-155-002	4771	GRENADIER DR SW
41-17-23-402-009	4024	MILAN AVE SW	41-17-26-155-005	4787	GRENADIER DR SW
41-17-23-402-010	4030	MILAN AVE SW	41-17-26-156-003	4688	GRENADIER DR SW
41-17-26-151-006	4726	BURLINGAME AVE SW	41-17-26-156-004	4704	GRENADIER DR SW
41-17-26-151-007	4790	BURLINGAME AVE SW	41-17-26-156-005	4712	GRENADIER DR SW
41-17-26-151-010	4680	BURLINGAME AVE SW	41-17-26-156-006	4724	GRENADIER DR SW
41-17-26-151-011	4690	BURLINGAME AVE SW	41-17-26-156-007	4736	GRENADIER DR SW
41-17-26-151-021	4696	BURLINGAME AVE SW	41-17-26-156-008	4748	GRENADIER DR SW
41-17-26-151-022	4700	BURLINGAME AVE SW	41-17-26-156-011	4776	GRENADIER DR SW
41-17-26-152-001	4794	BURLINGAME AVE SW	41-17-26-156-012	4622	GRENADIER DR SW
41-17-26-152-002	4755	CRANWOOD AVE SW	41-17-26-156-013	4665	HAVANA AVE SW
41-17-26-152-003	4749	CRANWOOD AVE SW	41-17-26-156-014	4677	HAVANA AVE SW
41-17-26-152-004	4737	CRANWOOD AVE SW	41-17-26-156-015	4699	HAVANA AVE SW
41-17-26-152-005	4725	CRANWOOD AVE SW	41-17-26-156-016	4725	HAVANA AVE SW
41-17-26-152-006	4713	CRANWOOD AVE SW	41-17-26-156-020	4765	HAVANA AVE SW
41-17-26-152-007	4701	CRANWOOD AVE SW	41-17-26-156-021	4779	HAVANA AVE SW
41-17-26-152-008	4693	CRANWOOD AVE SW	41-17-26-156-023	4749	HAVANA AVE SW
41-17-26-152-009	4681	CRANWOOD AVE SW	41-17-26-156-024	4646	GRENADIER DR SW
41-17-26-152-010	4669	CRANWOOD AVE SW	41-17-26-156-025	4664	GRENADIER DR SW
41-17-26-153-001	4798	BURLINGAME AVE SW	41-17-26-156-026	4752	GRENADIER DR SW
41-17-26-153-002	1564	SENTINAL ST SW	41-17-26-156-027	4764	GRENADIER DR SW
41-17-26-153-003	1542	SENTINAL ST SW	41-17-26-156-028	4731	HAVANA AVE SW
41-17-26-154-003	4675	GRENADIER DR SW	41-17-26-156-029	4737	HAVANA AVE SW
41-17-26-154-004	4687	GRENADIER DR SW	41-17-26-156-030	4795	HAVANA AVE SW
41-17-26-154-005	4693	GRENADIER DR SW	41-17-26-156-031	4801	HAVANA AVE SW
41-17-26-154-008	4725	GRENADIER DR SW	41-17-26-156-032	4788	GRENADIER DR SW
41-17-26-154-009	4737	GRENADIER DR SW	41-17-26-157-002	4682	HAVANA AVE SW
41-17-26-154-010	4749	GRENADIER DR SW	41-17-26-157-003	4706	HAVANA AVE SW
41-17-26-154-013	4635	GRENADIER DR SW	41-17-26-157-004	4728	HAVANA AVE SW
41-17-26-154-014	4623	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

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41-17-26-301-010	4825	GRENADIER DR SW	41-17-26-302-021	1524	TRENTWOOD ST SW
41-17-26-301-011	4837	GRENADIER DR SW	41-17-26-302-022	1512	TRENTWOOD ST SW
41-17-26-301-012	4849	GRENADIER DR SW	41-17-26-302-023	1500	TRENTWOOD ST SW
41-17-26-301-013	4855	GRENADIER DR SW	41-17-26-302-024	1488	TRENTWOOD ST SW
41-17-26-301-014	4867	GRENADIER DR SW	41-17-26-302-025	1476	TRENTWOOD ST SW
41-17-26-301-015	4879	GRENADIER DR SW	41-17-26-302-026	1464	TRENTWOOD ST SW
41-17-26-301-016	4883	GRENADIER DR SW	41-17-26-302-027	1452	TRENTWOOD ST SW
41-17-26-301-017	4897	GRENADIER DR SW	41-17-26-303-001	4990	BURLINGAME AVE SW
41-17-26-301-018	1549	TRENTWOOD ST SW	41-17-26-303-002	1546	50TH ST SW
41-17-26-301-019	1557	TRENTWOOD ST SW	41-17-26-303-003	1540	50TH ST SW
41-17-26-301-022	4801	CRANWOOD AVE SW	41-17-26-303-004	1532	50TH ST SW
41-17-26-301-023	4813	CRANWOOD AVE SW	41-17-26-303-005	1526	50TH ST SW
41-17-26-301-024	4825	CRANWOOD AVE SW	41-17-26-303-006	1518	50TH ST SW
41-17-26-301-025	4837	CRANWOOD AVE SW	41-17-26-303-007	1512	50TH ST SW
41-17-26-301-026	4849	CRANWOOD AVE SW	41-17-26-303-008	1504	50TH ST SW
41-17-26-301-028	4798	CRANWOOD AVE SW	41-17-26-303-009	1464	50TH ST SW
41-17-26-301-029	4802	CRANWOOD AVE SW	41-17-26-303-010	1456	50TH ST SW
41-17-26-301-030	4814	CRANWOOD AVE SW	41-17-26-303-011	1450	50TH ST SW
41-17-26-301-031	4826	CRANWOOD AVE SW	41-17-26-303-012	1442	50TH ST SW
41-17-26-301-032	4838	CRANWOOD AVE SW	41-17-26-303-013	1436	50TH ST SW
41-17-26-301-033	4850	CRANWOOD AVE SW	41-17-26-303-014	1430	50TH ST SW
41-17-26-301-036	4860	BURLINGAME AVE SW	41-17-26-303-015	4991	HAVANA AVE SW
41-17-26-301-037	4880	BURLINGAME AVE SW	41-17-26-304-001	4960	HAVANA AVE SW
41-17-26-302-001	4948	BURLINGAME AVE SW	41-17-26-304-002	4976	HAVANA AVE SW
41-17-26-302-002	1547	50TH ST SW	41-17-26-304-003	4994	HAVANA AVE SW
41-17-26-302-003	1541	50TH ST SW	41-17-26-304-008	4834	HAVANA AVE SW
41-17-26-302-004	1533	50TH ST SW	41-17-26-304-009	4846	HAVANA AVE SW
41-17-26-302-005	1527	50TH ST SW	41-17-26-304-010	4858	HAVANA AVE SW
41-17-26-302-006	1519	50TH ST SW	41-17-26-304-011	4870	HAVANA AVE SW
41-17-26-302-007	1511	50TH ST SW	41-17-26-304-012	4882	HAVANA AVE SW
41-17-26-302-008	1505	50TH ST SW	41-17-26-304-013	4894	HAVANA AVE SW
41-17-26-302-009	1465	50TH ST SW	41-17-26-304-016	4934	HAVANA AVE SW
41-17-26-302-010	1457	50TH ST SW	41-17-26-304-017	4956	HAVANA AVE SW
41-17-26-302-011	1451	50TH ST SW	41-17-26-304-018	4818	HAVANA AVE SW
41-17-26-302-012	1443	50TH ST SW	41-17-26-304-019	4822	HAVANA AVE SW
41-17-26-302-013	1437	50TH ST SW	41-17-26-304-020	4906	HAVANA AVE SW
41-17-26-302-014	1431	50TH ST SW	41-17-26-304-022	4928	HAVANA AVE SW
41-17-26-302-015	4959	HAVANA AVE SW	41-17-26-305-001	4813	HAVANA AVE SW
41-17-26-302-016	4941	HAVANA AVE SW	41-17-26-305-002	4825	HAVANA AVE SW
41-17-26-302-017	1562	TRENTWOOD ST SW	41-17-26-305-003	4837	HAVANA AVE SW
41-17-26-302-018	1556	TRENTWOOD ST SW	41-17-26-305-004	4845	HAVANA AVE SW
41-17-26-302-019	1548	TRENTWOOD ST SW	41-17-26-305-005	4857	HAVANA AVE SW
41-17-26-302-020	1536	TRENTWOOD ST SW	41-17-26-305-006	4869	HAVANA AVE SW

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41-17-26-305-007	4881	HAVANA AVE SW	41-17-27-249-003	1719	CHATEAU DR SW
41-17-26-305-008	4893	HAVANA AVE SW	41-17-27-249-004	1711	CHATEAU DR SW
41-17-26-305-009	4905	HAVANA AVE SW	41-17-27-249-005	1703	CHATEAU DR SW
41-17-26-305-010	4911	HAVANA AVE SW	41-17-27-249-006	1667	CHATEAU DR SW
41-17-26-305-011	4800	GRENADIER DR SW	41-17-27-249-007	1659	CHATEAU DR SW
41-17-26-305-012	4812	GRENADIER DR SW	41-17-27-249-008	1651	CHATEAU DR SW
41-17-26-305-013	4824	GRENADIER DR SW	41-17-27-249-009	1643	CHATEAU DR SW
41-17-26-305-014	4836	GRENADIER DR SW	41-17-27-249-010	1635	CHATEAU DR SW
41-17-26-305-015	4848	GRENADIER DR SW	41-17-27-249-011	1627	CHATEAU DR SW
41-17-26-305-016	1465	GRENADIER CT SW	41-17-27-249-012	1619	CHATEAU DR SW
41-17-26-305-017	1453	GRENADIER CT SW	41-17-27-249-013	1611	CHATEAU DR SW
41-17-26-305-018	1441	GRENADIER CT SW	41-17-27-249-014	1603	CHATEAU DR SW
41-17-26-305-019	1440	GRENADIER CT SW	41-17-27-249-015	1801	CHATEAU DR SW
41-17-26-305-020	1452	GRENADIER CT SW	41-17-27-249-016	1783	CHATEAU DR SW
41-17-26-305-021	1464	GRENADIER CT SW	41-17-27-249-017	1771	CHATEAU DR SW
41-17-26-305-022	4876	GRENADIER DR SW	41-17-27-249-018	1759	CHATEAU DR SW
41-17-26-305-023	4882	GRENADIER DR SW	41-17-27-249-019	1747	CHATEAU DR SW
41-17-26-305-024	1501	TRENTWOOD ST SW	41-17-27-251-001	1861	CAMROSE CT SW
41-17-26-305-025	1497	TRENTWOOD ST SW	41-17-27-251-002	1869	CAMROSE CT SW
41-17-26-305-026	1485	TRENTWOOD ST SW	41-17-27-251-003	1877	CAMROSE CT SW
41-17-26-305-027	1473	TRENTWOOD ST SW	41-17-27-251-004	1885	CAMROSE CT SW
41-17-26-305-028	1461	TRENTWOOD ST SW	41-17-27-251-005	1893	CAMROSE CT SW
41-17-26-476-001	963	52ND ST SW	41-17-27-251-006	1901	CAMROSE CT SW
41-17-27-110-001	2399	KNOLLVIEW ST SW	41-17-27-251-008	4600	N CAMROSE CT SW
41-17-27-110-002	2387	KNOLLVIEW ST SW	41-17-27-251-009	4592	N CAMROSE CT SW
41-17-27-110-003	2375	KNOLLVIEW ST SW	41-17-27-251-010	4584	N CAMROSE CT SW
41-17-27-110-004	2363	KNOLLVIEW ST SW	41-17-27-251-014	4601	N CAMROSE CT SW
41-17-27-110-005	2359	KNOLLVIEW ST SW	41-17-27-251-018	1946	CAMROSE CT SW
41-17-27-110-006	2347	KNOLLVIEW ST SW	41-17-27-251-019	1938	CAMROSE CT SW
41-17-27-110-007	2335	KNOLLVIEW ST SW	41-17-27-251-020	1930	CAMROSE CT SW
41-17-27-110-008	2327	KNOLLVIEW ST SW	41-17-27-251-021	1922	CAMROSE CT SW
41-17-27-110-009	2313	KNOLLVIEW ST SW	41-17-27-251-022	1914	CAMROSE CT SW
41-17-27-110-010	2310	KNOLLVIEW ST SW	41-17-27-251-023	1906	CAMROSE CT SW
41-17-27-110-011	2322	KNOLLVIEW ST SW	41-17-27-251-024	1890	CAMROSE CT SW
41-17-27-110-012	2334	KNOLLVIEW ST SW	41-17-27-251-025	1880	CAMROSE CT SW
41-17-27-110-013	2346	KNOLLVIEW ST SW	41-17-27-251-026	1870	CAMROSE CT SW
41-17-27-110-014	2358	KNOLLVIEW ST SW	41-17-27-265-001	1930	CHATEAU DR SW
41-17-27-110-015	2362	KNOLLVIEW ST SW	41-17-27-265-002	1948	CHATEAU DR SW
41-17-27-110-016	2374	KNOLLVIEW ST SW	41-17-27-265-003	1960	CHATEAU DR SW
41-17-27-110-017	2386	KNOLLVIEW ST SW	41-17-27-265-004	1972	CHATEAU DR SW
41-17-27-110-018	2398	KNOLLVIEW ST SW	41-17-27-265-005	1984	CHATEAU DR SW
41-17-27-249-001	1735	CHATEAU DR SW	41-17-27-265-006	1996	CHATEAU DR SW
41-17-27-249-002	1727	CHATEAU DR SW	41-17-27-265-007	1797	PINNACLE DR SW

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41-17-27-265-008	1789	PINNACLE DR SW	41-17-27-278-008	1759	DEEPWOOD DR SW
41-17-27-265-009	1781	PINNACLE DR SW	41-17-27-278-009	1743	PINNACLE DR SW
41-17-27-265-010	1898	CHATEAU DR SW	41-17-27-278-010	1735	PINNACLE DR SW
41-17-27-265-011	1886	CHATEAU DR SW	41-17-27-278-011	1727	PINNACLE DR SW
41-17-27-265-012	1872	CHATEAU DR SW	41-17-27-278-012	1719	PINNACLE DR SW
41-17-27-265-013	1862	CHATEAU DR SW	41-17-27-278-013	1711	PINNACLE DR SW
41-17-27-265-014	1856	CHATEAU DR SW	41-17-27-278-014	1703	PINNACLE DR SW
41-17-27-265-017	1786	DEEPWOOD DR SW	41-17-27-278-015	1643	PINNACLE DR SW
41-17-27-265-018	1826	DEEPWOOD DR SW	41-17-27-278-016	1635	PINNACLE DR SW
41-17-27-265-019	1806	DEEPWOOD DR SW	41-17-27-278-017	1627	PINNACLE DR SW
41-17-27-266-007	1969	CHATEAU DR SW	41-17-27-278-018	1619	PINNACLE DR SW
41-17-27-266-008	1981	CHATEAU DR SW	41-17-27-278-019	1642	CHATEAU DR SW
41-17-27-266-009	1805	PINNACLE DR SW	41-17-27-278-020	1650	CHATEAU DR SW
41-17-27-266-010	1885	PINECROFT LANE SW	41-17-27-278-021	1658	CHATEAU DR SW
41-17-27-266-011	1893	PINECROFT LANE SW	41-17-27-278-022	1666	CHATEAU DR SW
41-17-27-266-012	1901	PINECROFT LANE SW	41-17-27-278-023	1702	CHATEAU DR SW
41-17-27-266-023	1884	PINECROFT LANE SW	41-17-27-278-024	1710	CHATEAU DR SW
41-17-27-266-024	1916	PINECROFT LANE SW	41-17-27-278-025	4610	CHATEAU CT SW
41-17-27-266-031	1903	CHATEAU DR SW	41-17-27-278-026	4618	CHATEAU CT SW
41-17-27-266-032	1897	CHATEAU DR SW	41-17-27-278-027	4619	CHATEAU CT SW
41-17-27-266-033	1885	CHATEAU DR SW	41-17-27-278-028	4611	CHATEAU CT SW
41-17-27-266-034	1873	CHATEAU DR SW	41-17-27-278-029	4603	CHATEAU CT SW
41-17-27-266-035	1861	CHATEAU DR SW	41-17-27-278-030	1734	CHATEAU DR SW
41-17-27-266-036	1849	CHATEAU DR SW	41-17-27-278-036	1820	CHATEAU DR SW
41-17-27-266-037	1837	CHATEAU DR SW	41-17-27-278-037	1802	CHATEAU DR SW
41-17-27-266-039	1909	CHATEAU DR SW	41-17-27-278-038	1770	CHATEAU DR SW
41-17-27-266-040	1825	CHATEAU DR SW	41-17-27-278-039	1758	CHATEAU DR SW
41-17-27-266-041	1852	CAMROSE CT SW	41-17-27-278-040	1746	CHATEAU DR SW
41-17-27-266-042	1945	CHATEAU DR SW	41-17-27-278-042	4634	DEEPWOOD CT SW
41-17-27-266-043	1957	CHATEAU DR SW	41-17-27-282-001	1766	DEEPWOOD DR SW
41-17-27-267-001	1804	PINNACLE DR SW	41-17-27-282-002	1758	DEEPWOOD DR SW
41-17-27-267-002	1796	PINNACLE DR SW	41-17-27-282-005	1773	PINNACLE DR SW
41-17-27-267-003	1780	PINNACLE DR SW	41-17-27-282-007	1765	PINNACLE DR SW
41-17-27-267-004	1812	PINNACLE DR SW	41-17-27-282-008	1750	DEEPWOOD DR SW
41-17-27-267-005	1820	PINNACLE DR SW	41-17-27-284-001	1710	PINNACLE DR SW
41-17-27-267-006	1799	PINECROFT LANE SW	41-17-27-284-002	1703	SENTINAL ST SW
41-17-27-267-007	1791	PINECROFT LANE SW	41-17-27-284-003	1675	SENTINAL ST SW
41-17-27-278-001	1767	DEEPWOOD DR SW	41-17-27-284-004	1667	SENTINAL ST SW
41-17-27-278-002	4635	DEEPWOOD CT SW	41-17-27-284-005	1651	SENTINAL ST SW
41-17-27-278-003	4627	DEEPWOOD CT SW	41-17-27-284-006	4735	CHALET LANE SW
41-17-27-278-004	4619	DEEPWOOD CT SW	41-17-27-285-001	1642	PINNACLE DR SW
41-17-27-278-005	4618	DEEPWOOD CT SW	41-17-27-285-002	1634	PINNACLE DR SW
41-17-27-278-006	4626	DEEPWOOD CT SW	41-17-27-285-003	1626	PINNACLE DR SW

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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	41-17-27-401-007	1837	PINNACLE DR SW
41-17-27-285-015	4718	CHALET LANE SW	41-17-27-404-001	1830	PINNACLE DR SW
41-17-27-285-016	4726	CHALET LANE SW	41-17-27-404-002	1838	PINNACLE DR SW
41-17-27-286-001	1750	PINNACLE DR SW	41-17-27-404-003	1846	PINNACLE DR SW
41-17-27-286-002	1742	PINNACLE DR SW	41-17-27-404-006	1794	PINECROFT LANE SW
41-17-27-286-003	1726	PINNACLE DR SW	41-17-27-404-007	1786	PINECROFT LANE SW
41-17-27-286-004	1702	SENTINAL ST SW	41-17-27-404-008	1778	PINECROFT LANE SW
41-17-27-286-005	1674	SENTINAL ST SW	41-17-27-404-009	1770	PINECROFT LANE SW
41-17-27-286-006	1666	SENTINAL ST SW	41-17-27-404-010	1879	PLATEAU DR SW
41-17-27-286-007	1658	SENTINAL ST SW	41-17-27-404-012	4851	N PLATEAU CT SW
41-17-27-286-008	1650	SENTINAL ST SW	41-17-27-404-013	4850	N PLATEAU CT SW
41-17-27-286-009	4743	CHALET LANE SW	41-17-27-404-014	4854	N PLATEAU CT SW
41-17-27-286-010	4767	CHALET LANE SW	41-17-27-404-017	1854	PINNACLE DR SW
41-17-27-286-011	4783	CHALET LANE SW	41-17-27-405-005	4889	S PLATEAU CT SW
41-17-27-286-012	4791	CHALET LANE SW	41-17-27-405-006	4888	S PLATEAU CT SW
41-17-27-286-013	4795	CHALET LANE SW	41-17-27-405-010	4942	CHABLEAU DR SW
41-17-27-286-014	4799	CHALET LANE SW	41-17-27-405-011	4964	CHABLEAU DR SW
41-17-27-286-017	4782	CHALET LANE SW	41-17-27-405-012	1863	SUNVALE DR SW
41-17-27-286-018	4774	CHALET LANE SW	41-17-27-405-013	1851	SUNVALE DR SW
41-17-27-286-019	4766	CHALET LANE SW	41-17-27-405-014	1839	SUNVALE DR SW
41-17-27-286-020	4758	CHALET LANE SW	41-17-27-405-015	1827	SUNVALE DR SW
41-17-27-286-021	4750	CHALET LANE SW	41-17-27-405-016	1815	SUNVALE DR SW
41-17-27-286-022	1634	SENTINAL ST SW	41-17-27-427-001	1767	PINECROFT LANE SW
41-17-27-286-023	1626	SENTINAL ST SW	41-17-27-430-001	4792	CRESTLINE CT SW
41-17-27-286-024	1618	SENTINAL ST SW	41-17-27-430-002	4800	CRESTLINE CT SW
41-17-27-286-025	1610	SENTINAL ST SW	41-17-27-430-006	1739	PINECROFT LANE SW
41-17-27-286-026	1602	SENTINAL ST SW	41-17-27-430-007	1721	PINECROFT CT SW
41-17-27-286-028	4798	CHALET LANE SW	41-17-27-430-008	1709	PINECROFT CT SW
41-17-27-286-029	4790	CHALET LANE SW	41-17-27-430-009	1697	PINECROFT CT SW
41-17-27-286-030	4701	RIDGELAND CT SW	41-17-27-430-010	1685	PINECROFT CT SW
41-17-27-286-031	4711	RIDGELAND CT SW	41-17-27-430-011	1673	PINECROFT CT SW
41-17-27-286-034	4710	RIDGELAND CT SW	41-17-27-430-012	1661	PINECROFT CT SW
41-17-27-286-035	1758	PINNACLE DR SW	41-17-27-430-013	1649	PINECROFT CT SW

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41-17-27-430-015	1640	PINECROFT CT SW	41-17-27-456-002	5052	CHABLEAU DR SW
41-17-27-435-001	1762	PINECROFT LANE SW	41-17-27-456-003	5064	CHABLEAU DR SW
41-17-27-435-002	1754	PINECROFT LANE SW	41-17-27-456-004	5076	CHABLEAU DR SW
41-17-27-435-007	1748	PINECROFT LANE SW	41-17-27-456-005	5088	CHABLEAU DR SW
41-17-27-441-005	1766	PLATEAU DR SW	41-17-27-456-007	1862	SUNVALE DR SW
41-17-27-441-006	1758	PLATEAU DR SW	41-17-27-456-008	5032	CHABLEAU DR SW
41-17-27-441-007	1750	PLATEAU DR SW	41-17-27-456-009	1844	SUNVALE DR SW
41-17-27-441-008	1738	PLATEAU DR SW	41-17-27-456-010	1822	SUNVALE DR SW
41-17-27-441-009	1726	PLATEAU DR SW	41-17-27-474-001	1787	GLENVALE CT SW
41-17-27-441-010	1710	PLATEAU DR SW	41-17-27-474-003	1763	GLENVALE CT SW
41-17-27-441-011	1725	SUNVALE DR SW	41-17-27-474-004	1751	GLENVALE CT SW
41-17-27-441-012	1737	SUNVALE DR SW	41-17-27-474-006	1727	GLENVALE CT SW
41-17-27-441-013	1749	SUNVALE DR SW	41-17-27-474-007	1715	GLENVALE CT SW
41-17-27-441-014	1761	SUNVALE DR SW	41-17-27-474-008	1703	GLENVALE CT SW
41-17-27-441-015	1773	SUNVALE DR SW	41-17-27-474-009	1691	GLENVALE CT SW
41-17-27-441-016	1785	SUNVALE DR SW	41-17-27-474-027	5073	N OAKVALE CT SW
41-17-27-441-017	1797	SUNVALE DR SW	41-17-27-474-033	1739	GLENVALE CT SW
41-17-27-442-001	1694	PLATEAU DR SW	41-17-28-226-002	4409	CAROL AVE SW
41-17-27-442-002	1678	PLATEAU DR SW	41-17-28-226-003	4415	CAROL AVE SW
41-17-27-442-003	1660	PLATEAU DR SW	41-17-28-226-004	4421	CAROL AVE SW
41-17-27-442-006	5015	GLENBORO DR SW	41-17-28-226-005	4427	CAROL AVE SW
41-17-27-442-007	5029	GLENBORO DR SW	41-17-28-226-006	4433	CAROL AVE SW
41-17-27-442-008	5035	GLENBORO DR SW	41-17-28-226-007	4439	CAROL AVE SW
41-17-27-442-012	5037	SUNVALE CT SW	41-17-28-226-008	4445	CAROL AVE SW
41-17-27-442-013	5025	SUNVALE CT SW	41-17-28-226-009	4451	CAROL AVE SW
41-17-27-442-014	5013	SUNVALE CT SW	41-17-28-226-010	4457	CAROL AVE SW
41-17-27-442-015	5001	SUNVALE CT SW	41-17-28-227-001	4410	CAROL AVE SW
41-17-27-442-016	1780	SUNVALE DR SW	41-17-28-227-002	2505	SHERRY ST SW
41-17-27-442-017	1798	SUNVALE DR SW	41-17-28-227-003	2463	SHERRY ST SW
41-17-27-442-018	1750	SUNVALE DR SW	41-17-28-227-004	2457	SHERRY ST SW
41-17-27-442-019	1744	SUNVALE DR SW	41-17-28-227-005	2451	SHERRY ST SW
41-17-27-442-020	1738	SUNVALE DR SW	41-17-28-227-006	2445	SHERRY ST SW
41-17-27-442-021	1732	SUNVALE DR SW	41-17-28-227-007	2435	SHERRY ST SW
41-17-27-442-022	1720	SUNVALE DR SW	41-17-28-227-008	2429	SHERRY ST SW
41-17-27-442-023	1708	SUNVALE DR SW	41-17-28-227-009	2428	SHERRY ST SW
41-17-27-442-024	5024	SUNVALE CT SW	41-17-28-227-010	2434	SHERRY ST SW
41-17-27-442-026	4997	GLENBORO DR SW	41-17-28-227-011	2444	SHERRY ST SW
41-17-27-442-027	5009	GLENBORO DR SW	41-17-28-227-012	2450	SHERRY ST SW
41-17-27-443-011	1643	GLENBORO CT SW	41-17-28-227-013	2462	SHERRY ST SW
41-17-27-443-012	5026	GLENBORO DR SW	41-17-28-227-014	2504	SHERRY ST SW
41-17-27-443-013	5038	GLENBORO DR SW	41-17-28-227-015	4430	CAROL AVE SW
41-17-27-443-014	5050	GLENBORO DR SW	41-17-28-227-016	4442	CAROL AVE SW
41-17-27-456-001	5046	CHABLEAU DR SW	41-17-28-227-017	2505	MARILYN ST SW

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41-17-28-227-018	2457	MARILYN ST SW	41-17-28-452-026	2728	DANTON DR SW
41-17-28-227-019	2451	MARILYN ST SW	41-17-28-452-027	2716	DANTON DR SW
41-17-28-227-020	2445	MARILYN ST SW	41-17-28-452-028	2704	DANTON DR SW
41-17-28-227-021	2435	MARILYN ST SW	41-17-28-452-029	2692	DANTON DR SW
41-17-28-227-022	2516	MARILYN ST SW	41-17-28-452-030	2680	DANTON DR SW
41-17-28-227-023	2510	MARILYN ST SW	41-17-28-452-031	2668	DANTON DR SW
41-17-28-227-024	2504	MARILYN ST SW	41-17-28-452-032	2656	DANTON DR SW
41-17-28-227-025	2462	MARILYN ST SW	41-17-28-452-033	2644	DANTON DR SW
41-17-28-227-026	2456	MARILYN ST SW	41-17-28-452-034	2632	DANTON DR SW
41-17-28-227-027	2450	MARILYN ST SW	41-17-28-452-035	2620	DANTON DR SW
41-17-28-227-028	2444	MARILYN ST SW	41-17-28-452-036	2606	DANTON DR SW
41-17-28-227-041	4467	BYRON CENTER AVE SW	41-17-28-452-037	2588	DANTON DR SW
41-17-28-425-008	2572	OAKVIEW DR SW	41-17-28-453-001	2710	GOLFBURY DR SW
41-17-28-425-009	2562	OAKVIEW DR SW	41-17-28-453-002	2698	GOLFBURY DR SW
41-17-28-425-020	2442	OAKVIEW DR SW	41-17-28-453-003	2686	GOLFBURY DR SW
41-17-28-428-009	4862	BAYVIEW DR SW	41-17-28-453-004	2674	GOLFBURY DR SW
41-17-28-428-021	4885	BYRON CENTER AVE SW	41-17-28-453-005	2662	GOLFBURY DR SW
41-17-28-451-015	2641	52ND ST SW	41-17-28-453-006	2650	GOLFBURY DR SW
41-17-28-451-020	2609	52ND ST SW	41-17-28-453-007	2638	GOLFBURY DR SW
41-17-28-451-023	2781	52ND ST SW	41-17-28-453-008	2626	GOLFBURY DR SW
41-17-28-452-002	2747	GOLFBURY DR SW	41-17-28-453-009	2614	GOLFBURY DR SW
41-17-28-452-003	2735	GOLFBURY DR SW	41-17-28-453-010	2602	GOLFBURY DR SW
41-17-28-452-004	2723	GOLFBURY DR SW	41-17-28-453-011	2709	DANTON DR SW
41-17-28-452-005	2711	GOLFBURY DR SW	41-17-28-453-012	2697	DANTON DR SW
41-17-28-452-006	2699	GOLFBURY DR SW	41-17-28-453-013	2685	DANTON DR SW
41-17-28-452-007	2687	GOLFBURY DR SW	41-17-28-453-014	2673	DANTON DR SW
41-17-28-452-008	2675	GOLFBURY DR SW	41-17-28-453-015	2661	DANTON DR SW
41-17-28-452-009	2663	GOLFBURY DR SW	41-17-28-453-016	2649	DANTON DR SW
41-17-28-452-010	2651	GOLFBURY DR SW	41-17-28-453-017	2637	DANTON DR SW
41-17-28-452-011	2639	GOLFBURY DR SW	41-17-28-453-018	2625	DANTON DR SW
41-17-28-452-012	2627	GOLFBURY DR SW	41-17-28-453-019	2613	DANTON DR SW
41-17-28-452-013	2615	GOLFBURY DR SW	41-17-28-453-020	2601	DANTON DR SW
41-17-28-452-014	2603	GOLFBURY DR SW	41-17-28-476-001	5050	GOLFTON CT SW
41-17-28-452-016	2734	GOLFBURY DR SW	41-17-28-476-002	5038	GOLFTON CT SW
41-17-28-452-017	2722	GOLFBURY DR SW	41-17-28-476-003	5026	GOLFTON CT SW
41-17-28-452-018	2733	DANTON DR SW	41-17-28-476-004	5020	GOLFTON CT SW
41-17-28-452-019	2751	DANTON DR SW	41-17-28-476-005	5011	GOLFTON CT SW
41-17-28-452-020	2769	DANTON DR SW	41-17-28-476-006	5027	GOLFTON CT SW
41-17-28-452-021	2787	DANTON DR SW	41-17-28-476-007	5039	GOLFTON CT SW
41-17-28-452-022	2794	DANTON DR SW	41-17-28-476-008	2435	GOLFTON DR SW
41-17-28-452-023	2776	DANTON DR SW	41-17-28-476-009	2447	GOLFTON DR SW
41-17-28-452-024	2758	DANTON DR SW	41-17-28-476-010	2459	GOLFTON DR SW
41-17-28-452-025	2740	DANTON DR SW	41-17-28-476-011	2489	GOLFBURY DR SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 22-811

41-17-28-476-012	5048	GOLFBURY CT SW	41-17-28-478-015	2428	GOLFTON DR SW
41-17-28-476-013	5036	GOLFBURY CT SW	41-17-28-478-016	2416	GOLFTON DR SW
41-17-28-476-014	5024	GOLFBURY CT SW	41-17-28-478-017	2481	DANTON DR SW
41-17-28-476-015	5012	GOLFBURY CT SW	41-17-28-478-018	2463	DANTON DR SW
41-17-28-476-016	5000	GOLFBURY CT SW	41-17-28-478-019	2511	BOWENTON PLACE SW
41-17-28-476-017	5023	GOLFBURY CT SW	41-17-28-478-020	2499	BOWENTON PLACE SW
41-17-28-476-019	2519	GOLFBURY DR SW	41-17-28-478-021	2487	BOWENTON PLACE SW
41-17-28-476-020	2531	GOLFBURY DR SW	41-17-28-478-022	2475	BOWENTON PLACE SW
41-17-28-476-021	2543	GOLFBURY DR SW	41-17-28-478-023	2463	BOWENTON PLACE SW
41-17-28-476-022	2555	GOLFBURY DR SW	41-17-28-478-025	2468	BOWENTON PLACE SW
41-17-28-476-023	2567	GOLFBURY DR SW	41-17-28-478-026	2476	BOWENTON PLACE SW
41-17-28-476-024	2579	GOLFBURY DR SW	41-17-28-478-027	2488	BOWENTON PLACE SW
41-17-28-476-025	2591	GOLFBURY DR SW	41-17-28-478-028	2500	BOWENTON PLACE SW
41-17-28-477-001	2516	GOLFBURY DR SW	41-17-28-478-029	2512	BOWENTON PLACE SW
41-17-28-477-002	2510	GOLFBURY DR SW	41-17-28-480-009	2585	52ND ST SW
41-17-28-477-003	2498	GOLFBURY DR SW	41-17-28-480-014	2595	52ND ST SW
41-17-28-477-004	2486	GOLFBURY DR SW	41-17-28-481-001	2486	DANTON DR SW
41-17-28-477-005	2495	GOLFTON DR SW	41-17-28-481-002	2474	DANTON DR SW
41-17-28-477-006	2584	GOLFBURY DR SW	41-17-28-481-003	2535	BOWENTON PLACE SW
41-17-28-477-007	2572	GOLFBURY DR SW	41-17-28-481-004	2564	DANTON DR SW
41-17-28-477-008	2554	GOLFBURY DR SW	41-17-28-481-005	2538	DANTON DR SW
41-17-28-477-009	2542	GOLFBURY DR SW	41-17-28-481-006	5121	DANTON CT SW
41-17-28-477-010	2524	GOLFBURY DR SW	41-17-28-481-007	5139	DANTON CT SW
41-17-28-477-011	2583	DANTON DR SW	41-17-28-481-008	5134	DANTON CT SW
41-17-28-477-012	2565	DANTON DR SW	41-17-28-481-009	5122	DANTON CT SW
41-17-28-477-013	2547	DANTON DR SW	41-17-28-481-010	2498	DANTON DR SW
41-17-28-477-014	2523	DANTON DR SW	41-17-28-481-011	2591	BOWENTON PLACE SW
41-17-28-477-015	2511	DANTON DR SW	41-17-28-481-012	2583	BOWENTON PLACE SW
41-17-28-477-016	2505	DANTON DR SW	41-17-28-481-013	2571	BOWENTON PLACE SW
41-17-28-478-001	2478	GOLFBURY DR SW	41-17-28-481-014	2559	BOWENTON PLACE SW
41-17-28-478-002	2466	GOLFBURY DR SW	41-17-28-481-015	2547	BOWENTON PLACE SW
41-17-28-478-003	2454	GOLFBURY DR SW	41-17-28-482-001	2432	DANTON DR SW
41-17-28-478-004	2442	GOLFBURY DR SW	41-17-28-482-002	2548	BOWENTON PLACE SW
41-17-28-478-005	2430	GOLFBURY DR SW	41-17-28-482-003	2560	BOWENTON PLACE SW
41-17-28-478-006	2418	GOLFBURY DR SW			
41-17-28-478-007	2406	GOLFBURY DR SW			
41-17-28-478-008	2411	GOLFBURY DR SW			
41-17-28-478-009	2423	GOLFBURY DR SW			
41-17-28-478-010	2435	GOLFBURY DR SW			
41-17-28-478-011	2453	GOLFBURY DR SW			
41-17-28-478-012	2471	GOLFBURY DR SW			
41-17-28-478-013	2452	GOLFTON DR SW			
41-17-28-478-014	2440	GOLFTON DR SW			

March 22, 2022

**Re: Notice of Public Hearing to Determine Whether to Proceed with and Assess Property for a  
Spongy Moth (formerly Gypsy Moth) Suppression Project**

Dear Property Owner:

**Introduction:** The Wyoming City Council will hold a public hearing to consider whether to proceed with aerial spraying of a biological insecticide to control spongy moths in areas identified through a fall survey by an expert consultant and whether the city should charge owners of benefitted property for the cost of that project. Your property is within the proposed project area. If the City Council approves, the estimated cost of the project is **\$27.00** per residential lot (one-half acre or less). This amount would be added on the 2022 summer property tax bill.

**Legal Notice:** Consistent with the City's past practice, the City Council has tentatively determined to defray all costs of a project consisting of an aerial insecticide application for spongy moth suppression against the parcels in special assessment district 22-811. Therefore, as required by applicable law, the City Council caused the City Manager to prepare plans, specifications, estimated costs of and recommendations related to this project that are on file for public examination in the City Clerk's Office.

At its meeting on Monday, April 4, 2022, at 7:00 p.m., the City Council will hold a public hearing to take public comments from interested persons affected by this proposed project. This meeting will take place in the Council Chambers in City Hall, 1155 28<sup>th</sup> Street SW, Wyoming, Michigan. A map on the reverse side of this letter shows the areas included in the proposed special assessment district and a list of affected properties is on the City's website at [www.wyomingmi.gov](http://www.wyomingmi.gov), available by calling (616)530-7296 or emailing [clerk\\_info@wyomingmi.gov](mailto:clerk_info@wyomingmi.gov).

Those wishing to comment on this proposed spongy moth suppression project may send written comments to [clerk\\_info@wyomingmi.gov](mailto:clerk_info@wyomingmi.gov) or to City Hall by first class mail or in person at the meeting.

If you have any questions regarding this project or this notice, please contact the City Clerk's Office at (616) 530-7296.

Sincerely,



Kelli A. VandenBerg, City Clerk



CITY COUNCIL

Sheldon DeKryger    John Fitzgerald    Kent Vanderwood    Marissa Postler    Robert Postema    Sam Bolt

**Jack A. Poll, Mayor**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON THE NECESSITY OF AND  
SPECIALLY ASSESSING THE COSTS FOR A SPONGY MOTH SUPPRESSION PROJECT,  
SPECIAL ASSESSMENT ROLL 22-812

WHEREAS:

1. Spongy moths can cause tree and plant damage such as defoliation, 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 Council directed the City Manager to prepare plans and specifications and an estimate of cost for a spongy moth suppression project as described below.
3. The City Manager caused the preparation of those plans and specifications and filed them with the City Clerk, together with certain recommendations as required by the City Charter and City Code of the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the plans and specifications, cost estimate and report for the 2022 spongy moth suppression project, shall remain on file in the Office of the City Clerk, and shall be available for public examination.
2. That all the costs of that public improvement be specially assessed against parcels specially benefitted from that project as depicted within the drawing attached as Exhibit A and listed by tax parcel numbers and addresses on Exhibit B that together comprise the proposed special assessment district 22-812.
3. The City Council will hold a public hearing during its regular meeting of Monday, **April 4, 2022, at 7:03 p.m.**, to hear from all persons affected by or interested in the proposed 2022 spongy moth suppression project or who own or occupy property in the proposed special assessment district.
4. The City Clerk is directed to provide notice of the time and place of the hearing as follows:
  - a. Published once in the *Grand Rapids Press*, an official newspaper of the City of Wyoming, not less than 5 days prior to the date of the hearing; and
  - b. Sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least ten 10 days before the time of the hearing.
5. The notice of the hearing to be published and mailed, shall be in substantially the form attached as Exhibit C.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 21, 2022.

---

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

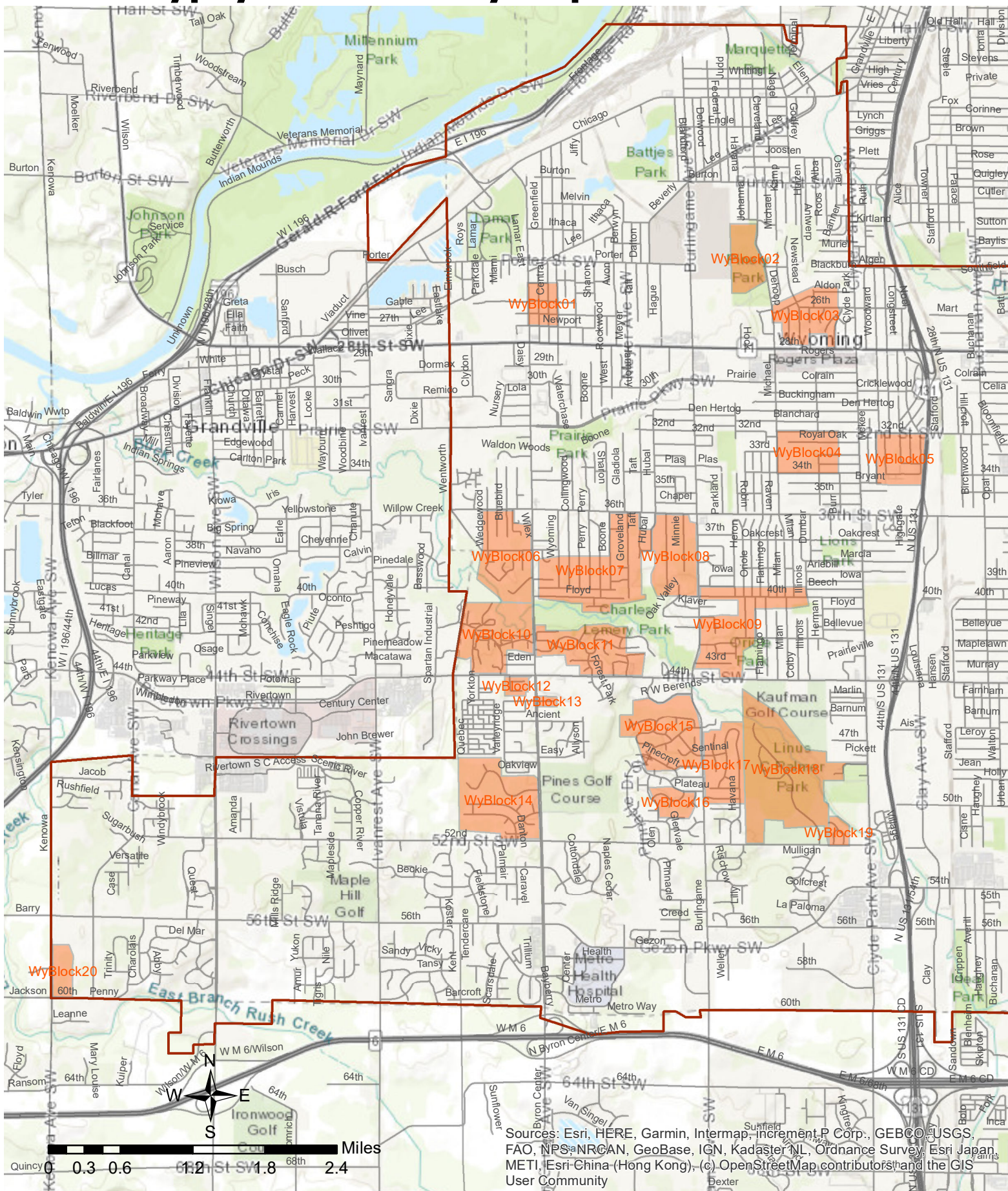
Exhibit A – Aerial Spray Map

Exhibit B – List of Parcels in Proposed Special Assessment District

Exhibit C – Form of Notice of Public Hearing (1<sup>st</sup> Letter)

Resolution No. \_\_\_\_\_

# City of Wyoming Gypsy Moth Survey Report 2022 Season



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

**Shaded areas are recommended for aerial B.t.k. spray in Spring 2022**

**Aquatic Consulting Services 2022**

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 22-812

41-17-11-131-019	1350	BELFIELD ST SW	41-17-21-252-021	3931	WEDGEWOOD DR SW
41-17-11-176-005	2300	DE HOOP AVE SW	41-17-21-252-022	3939	WEDGEWOOD DR SW
41-17-11-402-046	0	CE UTILITY R O W	41-17-21-252-027	3913	WEDGEWOOD DR SW
41-17-11-404-012	2545	ROGERS LANE AVE SW	41-17-21-252-030	3903	WEDGEWOOD DR SW
41-17-11-429-028	2550	ROGERS LANE AVE SW	41-17-21-276-004	2551	WEDGEWOOD CT SW
41-17-11-451-021	2640	DE HOOP AVE SW	41-17-21-276-028	2500	38TH ST SW
41-17-11-451-027	1155	28TH ST SW	41-17-21-276-041	3835	LLEWELLYN CT SW
41-17-11-453-026	2627	JENKINS AVE SW	41-17-21-276-046	4029	WEDGEWOOD DR SW
41-17-11-453-031	2715	JENKINS AVE SW	41-17-21-276-049	3999	WEDGEWOOD DR SW
41-17-11-453-034	1021	28TH ST SW	41-17-21-276-050	4005	WEDGEWOOD DR SW
41-17-11-453-035	1040	26TH ST SW	41-17-21-277-012	3945	WEDGEWOOD DR SW
41-17-11-476-034	2624	JENKINS AVE SW	41-17-21-277-013	3951	WEDGEWOOD DR SW
41-17-11-476-045	1001	28TH ST SW	41-17-21-277-017	3957	WEDGEWOOD DR SW
41-17-11-477-033	900	26TH ST SW	41-17-21-277-018	2525	OAKLANE DR SW
41-17-11-478-026	921	28TH ST SW	41-17-21-277-019	2551	OAKLANE DR SW
41-17-13-303-037	3295	WOODWARD AVE SW	41-17-21-278-027	2501	OAKLANE DR SW
41-17-13-304-055	3350	WOODWARD AVE SW	41-17-21-278-053	2445	OAKLANE DR SW
41-17-13-304-056	618	32ND ST SW	41-17-21-278-054	3907	BYRON CENTER AVE SW
41-17-13-328-007	3272	CHARLESGATE AVE SW	41-17-21-279-004	2480	OAKLANE DR SW
41-17-13-354-016	570	34TH ST SW	41-17-21-426-001	2570	OAKLANE DR SW
41-17-13-354-017	550	34TH ST SW	41-17-21-426-002	2550	OAKLANE DR SW
41-17-13-354-018	540	34TH ST SW	41-17-21-426-008	4041	BYRON CENTER AVE SW
41-17-14-402-007	1081	33RD ST SW	41-17-21-451-026	2663	44TH ST SW
41-17-14-402-018	1021	33RD ST SW	41-17-21-451-034	2675	44TH ST SW
41-17-14-402-028	1150	32ND ST SW	41-17-21-451-037	2801	44TH ST SW
41-17-14-402-029	3280	MICHAEL AVE SW	41-17-21-451-037	2801	44TH ST SW
41-17-14-402-034	1010	ROYAL OAK ST SW	41-17-21-451-040	2761	44TH ST SW
41-17-14-402-038	1102	ROYAL OAK ST SW	41-17-21-451-042	2557	44TH ST SW
41-17-14-402-041	1032	ROYAL OAK ST SW	41-17-21-451-042	2557	44TH ST SW
41-17-14-404-001	3350	MICHAEL AVE SW	41-17-21-451-042	2557	44TH ST SW
41-17-21-226-014	2593	38TH ST SW	41-17-21-451-042	2557	44TH ST SW
41-17-21-226-015	2575	38TH ST SW	41-17-22-151-015	2327	ARDEN ST SW
41-17-21-226-016	2535	38TH ST SW	41-17-22-151-016	2325	ARDEN ST SW
41-17-21-226-017	2521	38TH ST SW	41-17-22-151-017	2323	ARDEN ST SW
41-17-21-226-018	2511	38TH ST SW	41-17-22-151-018	2315	ARDEN ST SW
41-17-21-226-019	2463	38TH ST SW	41-17-22-151-019	2311	ARDEN ST SW
41-17-21-226-027	2437	38TH ST SW	41-17-22-201-007	1961	OAKCREST ST SW
41-17-21-226-030	2450	36TH ST SW	41-17-22-201-008	1951	OAKCREST ST SW
41-17-21-226-120	3737	BYRON CENTER AVE SW	41-17-22-201-009	1960	OAKCREST ST SW
41-17-21-252-006	3817	WEDGEWOOD DR SW	41-17-22-201-010	1950	OAKCREST ST SW
41-17-21-252-008	3841	WEDGEWOOD DR SW	41-17-22-201-014	3651	GROVELAND AVE SW
41-17-21-252-010	3859	WEDGEWOOD DR SW	41-17-22-201-019	3733	GROVELAND AVE SW
41-17-21-252-020	3921	WEDGEWOOD DR SW	41-17-22-201-022	3801	GROVELAND AVE SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 22-812

41-17-22-201-023	3841	GROVELAND AVE SW	41-17-22-228-031	3876	MINNIE AVE SW
41-17-22-201-024	3849	GROVELAND AVE SW	41-17-22-228-046	3723	BURLINGAME AVE SW
41-17-22-201-025	3855	GROVELAND AVE SW	41-17-22-228-064	3700	MINNIE AVE SW
41-17-22-201-044	4019	GROVELAND AVE SW	41-17-22-228-096	3735	BURLINGAME AVE SW
41-17-22-201-051	1991	LA CROSSE ST SW	41-17-22-228-100	3766	MINNIE AVE SW
41-17-22-201-064	3751	GROVELAND AVE SW	41-17-22-228-110	3716	MINNIE AVE SW
41-17-22-201-065	3753	GROVELAND AVE SW	41-17-22-228-111	1649	40TH ST SW
41-17-22-201-072	4005	GROVELAND AVE SW	41-17-22-228-112	3901	BURLINGAME AVE SW
41-17-22-202-010	3700	GROVELAND AVE SW	41-17-22-276-013	3926	OAK VALLEY CT SW
41-17-22-202-050	3914	GROVELAND AVE SW	41-17-22-303-001	4050	BYRON CENTER AVE SW
41-17-22-202-051	3920	GROVELAND AVE SW	41-17-22-303-002	2371	CRESTVIEW DR SW
41-17-22-202-054	4034	GROVELAND AVE SW	41-17-22-351-028	2225	HOLLIDAY DR SW
41-17-22-202-055	4004	GROVELAND AVE SW	41-17-22-378-007	2138	HOLLIDAY DR SW
41-17-22-202-056	4008	GROVELAND AVE SW	41-17-22-383-001	4361	IDLEWOOD DR SW
41-17-22-202-057	4012	GROVELAND AVE SW	41-17-22-402-014	4040	GROVELAND AVE SW
41-17-22-202-058	3930	GROVELAND AVE SW	41-17-22-403-005	1925	HOLLIDAY DR SW
41-17-22-202-059	3966	GROVELAND AVE SW	41-17-22-404-005	2021	HOLLIDAY DR SW
41-17-22-202-062	1840	38TH ST SW	41-17-22-455-016	1901	44TH ST SW
41-17-22-226-011	3643	OAK VALLEY AVE SW	41-17-22-476-034	4340	BURLINGAME AVE SW
41-17-22-226-015	3767	OAK VALLEY AVE SW	41-17-23-301-006	1420	40TH ST SW
41-17-22-226-018	3809	OAK VALLEY AVE SW	41-17-23-303-019	1489	EMMA CT SW
41-17-22-226-021	3837	OAK VALLEY AVE SW	41-17-23-303-023	4178	EMMA AVE SW
41-17-22-226-022	3865	OAK VALLEY AVE SW	41-17-23-303-033	1476	EMMA CT SW
41-17-22-226-023	3891	OAK VALLEY AVE SW	41-17-23-303-035	1465	EMMA CT SW
41-17-22-226-025	3955	OAK VALLEY AVE SW	41-17-23-303-036	1477	EMMA CT SW
41-17-22-226-026	3969	OAK VALLEY AVE SW	41-17-23-303-039	4125	EMMA AVE SW
41-17-22-226-032	3831	OAK VALLEY AVE SW	41-17-23-303-042	4134	BURLINGAME AVE SW
41-17-22-226-033	3835	OAK VALLEY AVE SW	41-17-23-303-043	4150	BURLINGAME AVE SW
41-17-22-227-002	1716	36TH ST SW	41-17-23-303-044	4166	BURLINGAME AVE SW
41-17-22-227-003	1706	36TH ST SW	41-17-23-303-045	4182	BURLINGAME AVE SW
41-17-22-227-006	3620	OAK VALLEY AVE SW	41-17-23-303-046	1425	42ND ST SW
41-17-22-227-008	3642	OAK VALLEY AVE SW	41-17-23-326-001	1400	40TH ST SW
41-17-22-227-009	3710	OAK VALLEY AVE SW	41-17-23-329-035	1224	40TH ST SW
41-17-22-227-013	3790	OAK VALLEY AVE SW	41-17-23-330-002	1206	40TH ST SW
41-17-22-227-014	3808	OAK VALLEY AVE SW	41-17-23-354-037	1555	43RD ST SW
41-17-22-227-086	3877	MINNIE AVE SW	41-17-23-354-043	4280	BURLINGAME AVE SW
41-17-22-227-091	3760	OAK VALLEY AVE SW	41-17-23-355-040	1427	43RD ST SW
41-17-22-227-094	3910	OAK VALLEY AVE SW	41-17-23-355-041	1431	44TH ST SW
41-17-22-227-095	3950	OAK VALLEY AVE SW	41-17-23-355-050	1485	44TH ST SW
41-17-22-227-097	3740	OAK VALLEY AVE SW	41-17-23-355-052	4308	HAVANA AVE SW
41-17-22-227-098	3750	OAK VALLEY AVE SW	41-17-23-355-053	1407	44TH ST SW
41-17-22-227-100	3632	OAK VALLEY AVE SW	41-17-23-376-001	1368	42ND ST SW
41-17-22-227-101	3864	OAK VALLEY AVE SW	41-17-23-402-027	1030	40TH ST SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 22-812

41-17-26-101-079	4653	GRENADIER DR SW	41-17-31-301-010	5700	KENOWA AVE SW
41-17-26-154-002	4661	GRENADIER DR SW	41-17-31-301-011	5770	KENOWA AVE SW
41-17-26-154-012	4647	GRENADIER DR SW	41-17-31-301-012	5782	KENOWA AVE SW
41-17-26-154-015	4601	GRENADIER DR SW	41-17-31-351-001	5828	KENOWA AVE SW
41-17-26-157-015	4764	HAVANA AVE SW	41-17-31-351-002	5838	KENOWA AVE SW
41-17-26-301-001	4804	BURLINGAME AVE SW	41-17-31-351-009	4731	60TH ST SW
41-17-26-301-020	1563	TRENTWOOD ST SW	41-17-31-351-010	4717	60TH ST SW
41-17-26-301-027	4861	CRANWOOD AVE SW	41-17-31-351-021	5860	KENOWA AVE SW
41-17-26-301-038	4832	BURLINGAME AVE SW	41-17-31-351-022	5882	KENOWA AVE SW
41-17-26-301-039	4850	BURLINGAME AVE SW	41-17-31-351-028	5950	KENOWA AVE SW
41-17-26-401-001	4807	CLYDE PARK AVE SW	41-17-31-351-029	5962	KENOWA SW
41-17-26-477-001	5194	KAUFMAN GREENS LN			
41-17-27-201-016	1790	R W BERENDS DR SW			
41-17-27-201-032	1860	R W BERENDS DR SW			
41-17-27-226-015	1650	R W BERENDS DR SW			
41-17-27-251-007	1909	CAMROSE CT SW			
41-17-27-251-011	4568	N CAMROSE CT SW			
41-17-27-251-012	4585	N CAMROSE CT SW			
41-17-27-251-013	4593	N CAMROSE CT SW			
41-17-27-251-015	1943	CAMROSE CT SW			
41-17-27-251-016	1951	CAMROSE CT SW			
41-17-27-251-017	1954	CAMROSE CT SW			
41-17-27-278-041	1811	DEEPWOOD DR SW			
41-17-27-286-033	4720	RIDGELAND CT SW			
41-17-27-430-014	1643	PINECROFT CT SW			
41-17-27-442-009	5041	GLENBORO DR SW			
41-17-27-442-010	5012	SUNVALE CT SW			
41-17-27-474-002	1775	GLENVALE CT SW			
41-17-28-401-008	5001	BYRON CENTER AVE SW			
41-17-28-451-008	2695	52ND ST SW			
41-17-28-451-010	2673	52ND ST SW			
41-17-28-451-011	2661	52ND ST SW			
41-17-28-451-013	2751	52ND ST SW			
41-17-28-451-014	2653	52ND ST SW			
41-17-28-451-019	2621	52ND ST SW			
41-17-28-451-021	2769	52ND ST SW			
41-17-28-451-022	2793	52ND ST SW			
41-17-28-451-024	2733	52ND ST SW			
41-17-28-451-025	2707	52ND ST SW			
41-17-28-452-001	2759	GOLFBURY DR SW			
41-17-28-452-015	2746	GOLFBURY DR SW			
41-17-28-476-018	5035	GOLFBURY CT SW			
41-17-28-478-024	5189	BYRON CENTER AVE SW			

March 22, 2022

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Dear Property Owner:

**Introduction:** The Wyoming City Council will hold a public hearing to consider whether to proceed with aerial spraying of a biological insecticide to control spongy moths in areas identified through a fall survey by an expert consultant and whether the city should charge owners of benefitted property for the cost of that project. Your property is within the proposed project area. If the City Council approves, the estimated cost of the project is **\$72.00** per treated acre (for properties larger than one-half acre). This amount would be added on the 2022 summer property tax bill.

**Legal Notice:** Consistent with the City's past practice, the City Council has tentatively determined to defray all costs of a project consisting of an aerial insecticide application for spongy moth suppression against the parcels in special assessment district 22-812. Therefore, as required by applicable law, the City Council caused the City Manager to prepare plans, specifications, estimated costs of and recommendations related to this project that are on file for public examination in the City Clerk's Office.

At its meeting on Monday, April 4, 2022, at 7:00 p.m., the City Council will hold a public hearing to take public comments from interested persons affected by this proposed project. This meeting will take place in the Council Chambers in City Hall, 1155 28<sup>th</sup> Street SW, Wyoming, Michigan. A map on the reverse side of this letter shows the areas included in the proposed special assessment district and a list of affected properties is on the City's website at [www.wyomingmi.gov](http://www.wyomingmi.gov), available by calling (616)530-7296 or emailing [clerk\\_info@wyomingmi.gov](mailto:clerk_info@wyomingmi.gov).

Those wishing to comment on this proposed spongy moth suppression project may send written comments to [clerk\\_info@wyomingmi.gov](mailto:clerk_info@wyomingmi.gov) or to City Hall by first class mail or in person at the meeting.

If you have any questions regarding this project or this notice, please contact the City Clerk's Office at (616) 530-7296.

Sincerely,



Kelli A. VandenBerg, City Clerk



CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

**Jack A. Poll, Mayor**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE  
AN EMPLOYMENT AGREEMENT WITH THE MANAGEMENT ANALYST

WHEREAS:

1. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
2. The City Manager desires to appoint Krashawn Martin as the Management Analyst and recommends City Council approve the employment agreement the City Manager has negotiated.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute an employment agreement with the Management Analyst.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

Moved by 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 March 21, 2022.

ATTACHMENT:  
Employment Agreement

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

**CITY OF WYOMING**  
**EMPLOYMENT AGREEMENT – MANAGEMENT ANALYST**

This Employment Agreement with Krashawn Martin is made as of March 22, 2022, was approved by the City Council on March 21, 2022, and is to be effective on March 28, 2022, between the City of Wyoming, a municipal corporation of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509 (**City**), and Krashawn Martin, an individual whose current home address is as provided the employment application (**Employee**).

**1. TERM.** City employs and appoints Employee as its Management Analyst effective on March 28, 2022. Employee acknowledges that the Management Analyst serves at the pleasure of the City Manager, who may terminate Employee's employment and appointment for any reason at any time.

**2. PERFORMANCE.** Employee shall perform the duties of Management Analyst in a competent and professional manner and as set forth in the City Charter, City Code, established policies and regulations of the City, and the laws of the State of Michigan. A job description has been provided to Employee that the City may periodically revise with notice to Employee. Employee shall report to and be supervised by the Deputy City Manager.

**3. SERVICE DATE.** Employee's date of service with the City shall be effective July 24, 2017. Employee will be credited with all earned benefits from Employee's date of service and shall accumulate benefits uninterrupted after the effective date of this Agreement.

**4. COMPENSATION.** Employee's salary shall be established by the City Manager in accordance with the annual budget authorization, the City Charter, and the City Code, and paid in accordance with City payroll procedures.

**5. BENEFITS.** Employee shall be provided the same health insurance plan (including employee contribution and opt-out option), dental, vision, and life insurance plans, defined contribution plan, post-employment health plan, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to regular employees in the Administrative and Supervisory Association unless otherwise stated in this Agreement.

A. In addition to the benefits listed above, effective on the date of this contract, Employee shall be credited with an additional 40 hours of vacation. Effective January 1, 2023, and each succeeding January 1, Employee shall be credited with 152 hours of vacation until such time as the Administrative and Supervisory Association regular employee vacation schedule applies.

**6. TERMINATION.** This Agreement and Employee's employment pursuant to it may be terminated as follows:

A. By Employee's resignation: Employee shall give written notice of Employee's resignation at least 30 days before its effective date. If Employee fails to do so, regardless of any other provision of this Agreement, City will have no obligation to pay Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount of which City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

B. By the City Manager because Employee (i) failed to substantially perform Employee's job duties (ii) committed misfeasance, malfeasance, or nonfeasance in Employee's position, (iii) engaged in criminal misconduct, (iv) is convicted of any felony, (v) is convicted of a misdemeanor involving bodily harm or dishonesty, or (vi) performed a deliberate wrongful act: In such circumstances, regardless of any other provision of this Agreement, City will have no obligation to pay Employee for accumulated sick leave or vacation time or any other accrued benefits.

C. By the City Manager, other than as provided in subsection B of this section: If such action is taken, City shall pay Employee, in addition to any other amounts to which Employee is entitled under this Agreement, an amount equal to 6 months of Employee's base salary. That severance pay will be paid to Employee over a 6-month period by checks issued on regular City paydays and will have appropriate amounts withheld. Employee's insurance (health, dental, vision and life) shall continue to be paid by City for the same period. However, if Employee secures another position of equal or greater pay during the 6-month period, City's obligation to make severance payments and continue insurance will cease. If Employee takes another position at less pay during the 6-month period, City's obligation will be limited to the difference in pay for the balance of the 6-month period. "Another position" includes employment, self-employment, independent contracting, or compensation from any source. This severance pay and benefits will be paid to Employee only if Employee signs a waiver and release of all claims in a form satisfactory to City.

D. Upon termination of Employee's employment, Employee shall arrange for the immediate and orderly transfer of Employee's office and City-owned personal property, records, documents, and other items in

Employee's possession. Employee shall also resign from any other positions to which Employee was assigned or appointed due to Employee's employment by City. Employee agrees that when Employee's employment ends, Employee must pay any expenses or other amounts that Employee may owe to City at that time. Employee authorizes City to deduct any amount owed from any wage or benefit payments that may be due to Employee.

E. Nothing in this Agreement shall prevent, limit, or otherwise interfere with City's right to terminate the services of Employee at any time and for any reason, subject only to the provisions set forth in this section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from Employee's position with City, subject only to the provisions in this section.

**7. SCOPE AND AMENDMENTS.** This Agreement is made in accordance with the provisions of the City Charter and City Code and is the sole Agreement of the parties regarding Employee's employment by City. Except as otherwise specifically stated in this Agreement, this Agreement supersedes and replaces all other representations and agreements whether oral or written. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to Employee or to the employment relationship between Employee and City. This Agreement may not be modified orally, but only by an agreement in writing signed by the parties.

**8. SEVERABILITY.** The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable, or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

**9. APPLICABLE LAW.** This Agreement is to be interpreted, enforced, and performed under Michigan law.

**10. ASSIGNMENT.** Neither party may assign its rights, duties, or interests in this Agreement without the prior written consent of the other party.

**11. JURISDICTION AND VENUE.** To the extent permitted by law, jurisdiction and venue for any action brought pursuant to or to enforce this Agreement shall be solely in the state courts in Kent County, Michigan.

**12. BINDING.** This Agreement shall be binding upon the parties and their heirs, subrogates, successors, and assigns.

**13. SHORTENED LIMITATIONS PERIOD.** Employee agrees that any lawsuit or claim against City arising out of Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limits specified by statute, whichever is shorter. Employee waives any statute of limitations that exceeds this time limit.

**City of Wyoming**

**Krashawn Martin**

By: \_\_\_\_\_  
Curtis L. Holt, City Manager

\_\_\_\_\_

Date signed: \_\_\_\_\_, 2022

Date signed: \_\_\_\_\_, 2022

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN THE  
CITY OF WYOMING AND THE WYOMING FIRE FIGHTERS ASSOCIATION AND TO  
AMEND THE CLASSIFICATION AND SALARY SCHEDULE

WHEREAS:

1. The Wyoming City Council has approved the Employment Contract and Classification and Salary Schedule between the City of Wyoming and the Wyoming Fire Fighters Association.
2. The City Manager recommends City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming Fire Fighters Association to add the classification of Fire Captain and to remove the classification of Fire Captain – Training Officer as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the aforementioned amendment to the Employment Contract between the City of Wyoming and the Wyoming Fire Fighters Association and the Classification and Salary Schedule

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 21, 2022.

ATTACHMENT:  
Memorandum of Understanding

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**RE: Fire Captain**

The City of Wyoming ("City") and the Wyoming Fire Fighters Association agree as follows:

1. The City will be discontinuing the existing classification of Fire Captain -- Training Officer and removing it from the classification and salary schedule in the collective bargaining agreement ("CBA").
2. The City will be adding a new classification of Fire Captain, which will be placed at a new F28 range in the classification and salary schedule in the CBA.
3. The wages for the new F28 range will be as follows:

Range F28	Annual		Employees Assigned to 40-Hour Workweek Schedule (2,080 Hours/Year) Hourly Rate		Employees Assigned to 24-Hour Shift Schedule (2,620.8 Hours/Year) Hourly Rate	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Range F28	\$69,594.00	\$85,802.85	\$33.46	\$41.25	\$26.55	\$32.74

4. Employees in the classification of Fire Captain whose assigned work schedule makes them suppression employees under Article 2, Section (M) of the CBA will receive benefits in accordance with the CBA provisions relating to suppression employees, and employees in the classification of Fire Captain whose assigned work schedule makes them non-suppression employees under that section will receive benefits in accordance with the CBA provisions relating to non-suppression employees.
5. This Memorandum of Understanding is subject to approval by City Council.

CITY OF WYOMING

WYOMING FIRE FIGHTERS ASSOCIATION

By: \_\_\_\_\_  
Its: City Manager

By:  \_\_\_\_\_  
Its: President

Date: \_\_\_\_\_

Date: 3/14/22

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ESTABLISH PRECINCTS AND POLLING PLACES  
FOR THE CITY OF WYOMING, KENT COUNTY, MICHIGAN

WHEREAS:

1. State law requires municipalities to establish precincts that do not exceed 2,999 registered voters.
2. The City of Wyoming Charter authorizes the City Council to “establish, from time to time, convenient election precincts.”
3. The City Council on February 21, 2022, amended ward boundaries to redistribute the population among the city’s three wards.
4. The City Clerk recommends the establishment of 30 precincts to conform to the new ward boundaries and adjust the voters per precinct to a more desirable number for election administration purposes.
5. The proposed 30 precincts are depicted in the attached map and property descriptions.
6. The City Clerk recommends a polling place location for each of the 30 precincts and a list of these locations is also attached.

NOW, THEREFORE, BE IT RESOLVED:

1. The proposed precincts are approved and established as described in the attachments.
2. The proposed polling locations are established and approved as described in the attachments.
3. The City Clerk shall notify the Michigan Secretary of State, the Kent County Clerk and all affected voters of the new precincts and polling locations, as required by law.
4. These new precincts and polling locations will take effect with the August 2, 2022 election.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes

                                  No

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on March 21, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Precinct Maps

Precinct Descriptions

Polling Place List

Resolution No. \_\_\_\_\_

## MEMORANDUM

Date: March 9, 2022  
Subject: Redistricting of Precincts  
From: Kelli VandenBerg, City Clerk

Meeting Date: March 21, 2022

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Following the amendment of the City's ward boundaries at its February 21, 2022 meeting, it is now time for the City Council to consider amendments to precinct boundaries. For this step in the redistricting process voter registration numbers are the primary consideration and Michigan's Qualified Voter File is the source of this information.

- Michigan Election Law provides guidance on the composition of precincts, calling for and defining "clearly observable boundaries", outlining the process and approval of precinct changes and limiting the number of voters per precinct to no more than 2,999.
- The City Charter authorizes the City Council to establish election precincts.

With this guidance, I have reviewed the existing precincts, making note of not only the number of voters, but also being mindful of growing absentee participation and other election-related characteristics of the city's 30 precincts. The concerns and goals of this process are noted in the attached spreadsheet, but in summary include the following:

### WARD 1

Opportunities for adjustments in Ward 1 are limited in several instances due to other voting district layers such as the Michigan House, Kent County Commission and several school districts. Altering precincts in these scenarios would bring little improvement to a voter's election experience, but would create more complicated election administration conditions. In Ward 1, I worked to balance the high voter numbers in Precincts 3 and 9, which also involved Precinct 2, and created new precinct boundaries surrounding Precincts 7, 26 and 27. Precincts 2, 3 and 9 were particularly challenging, due to the location of residential clusters. With precincts 7, 26 and 27, new boundaries result in greater balance in the number of voters in these three precincts.

### WARD 2

Ward 2 did not present any significant need for adjustment but based on experience in the polling location on Election Day, I wanted to adjust precinct boundaries in Precincts 16 and 17. These precincts share a polling location, and the voter imbalance shows when Precinct 17 consistently serves more voters than Precinct 16. New precinct lines should result in a better voting experience and allocation of election resources.

## WARD 3

The goals in Ward 3 included creating more balance between larger and smaller voter registration numbers among precincts and creating room for growth in precincts with ongoing residential development. New precinct boundaries between Precincts 21 and 22 results in a proposed 120 voter difference, versus the previous 1,056 difference in voters. Precincts 24, 29 and 30 were also redrawn to create opportunity for voter increases in the areas of these precincts experiencing growth.

There are additional opportunities for adjustment in Ward 3, but similar to Ward 1, these adjustments are difficult due to the location of residential clusters. Another compounding factor in Ward 3 is the current amount of residential development occurring. Precinct boundaries can be reviewed at any time and legislation has surfaced once again that would allow precincts to have up to 4,000 voters. For these reasons, it seems prudent to hold any additional adjustments to allow some of this development to come to fruition.

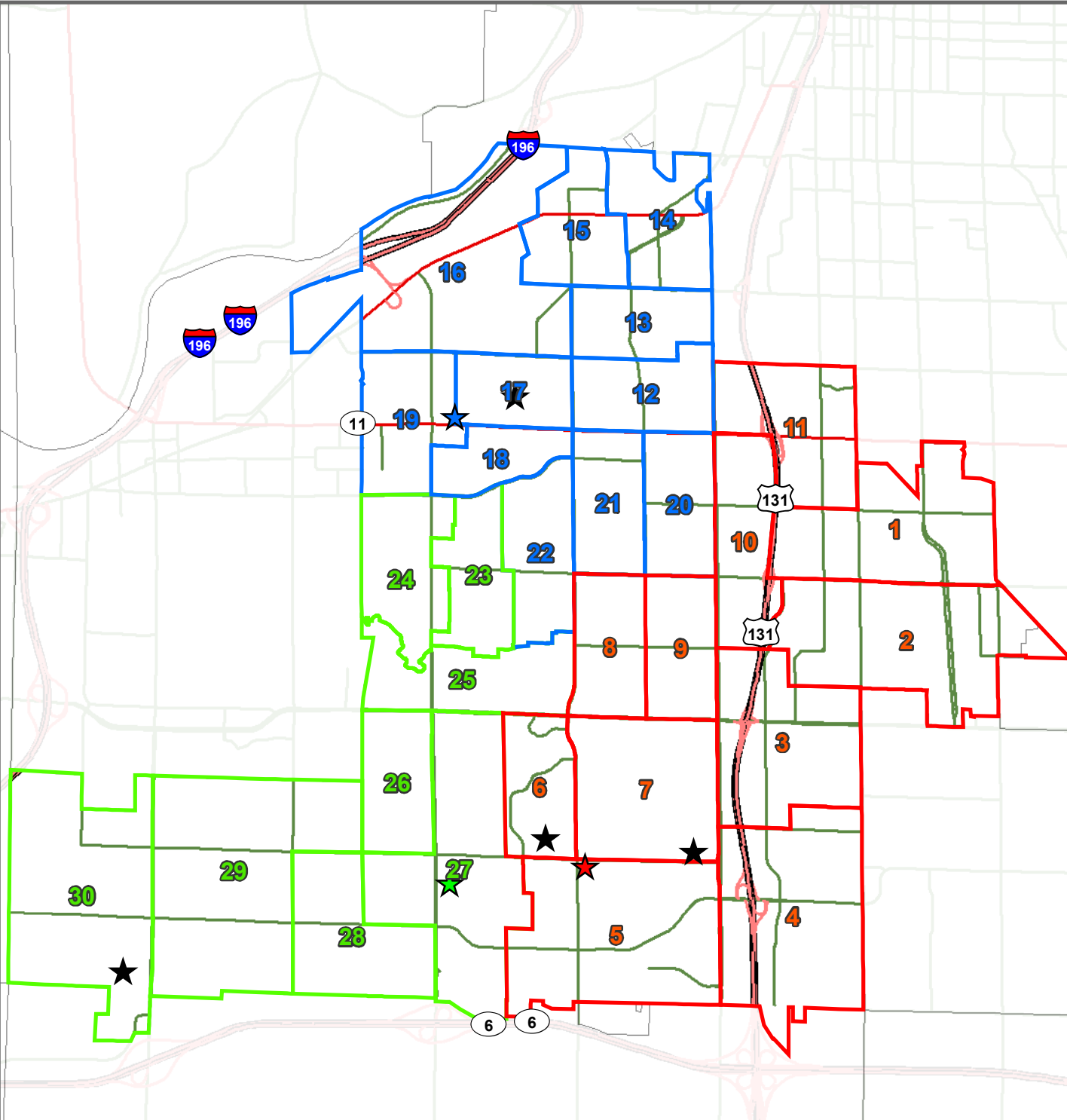
# Wyoming Proposed Precinct Redraw

## Councilmember Addresses

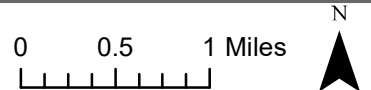
- ★ At-Large
- ★ Ward 1
- ★ Ward 2
- ★ Ward 3

## Wards / Precincts

- 1
- 2
- 3



Total Voters		55917		
Ward	Precinct	Total Voters	Percent of total	
1	1	2071	3.70%	
1	2	2304	4.12%	
1	3	2425	4.34%	
1	4	2134	3.82%	
1	5	2253	4.03%	
1	6	1694	3.03%	
1	7	1201	2.15%	
1	8	1419	2.54%	
1	9	1621	2.90%	
1	26	1771	3.17%	
1	27	1773	3.17%	
<b>Total Ward 1</b>		<b>20666</b>	<b>36.96%</b>	
2	10	1770	3.17%	
2	11	1599	2.86%	
2	12	1419	2.54%	
2	13	1795	3.21%	
2	14	1253	2.24%	
2	15	1043	1.87%	
2	16	1552	2.78%	
2	17	2034	3.64%	
2	18	1506	2.69%	
2	19	2004	3.58%	
2	20	2155	3.85%	
<b>Total Ward 2</b>		<b>18130</b>	<b>32.42%</b>	
3	21	1943	3.47%	
3	22	1879	3.36%	
3	23	2558	4.57%	
3	24	2435	4.35%	
3	25	1741	3.11%	
3	28	2192	3.92%	
3	29	1966	3.52%	
3	30	2407	4.30%	
<b>Total Ward 3</b>		<b>17121</b>	<b>30.62%</b>	
			55917 total check	



CITY OF WYOMING  
PRECINCT BOUNDARY DESCRIPTIONS  
MARCH 2022

Precinct 1	State Rep. District 82
Ward 1	State Senate District 29
County Commission District 12	U.S. Congressional District 3

Beginning at the intersection of 36<sup>th</sup> Street and the eastern City boundary; then west along 36<sup>th</sup> Street to U.S. 131; then north along U.S. 131 to the centerline of 32<sup>nd</sup> Street; then east along 32<sup>nd</sup> Street to the centerline of Division Avenue; then north along Division Avenue to the centerline of Colrain Street; then following the city boundary line to the centerline of Eastern Avenue; then south along Eastern Avenue to the centerline of 36<sup>th</sup> Street the point of beginning.

Precinct 2	State Rep. District 83
Ward 1	State Senate District 29
County Commission District 12	U.S. Congressional District 3

Beginning at the intersection of Eastern Avenue and 36<sup>th</sup> Street; then west along the 36<sup>th</sup> Street to the centerline of Clay Avenue; then south along Clay Avenue to the Kelloggsville Public School District boundary; then east along the Kelloggsville Public School District boundary to 40<sup>th</sup> Street extended; then south along the Kelloggsville Public School District boundary to the centerline of Thurston Street; then east along Thurston Street as extended, which is the city boundary line; then along the city boundary line east and north to the centerline of 36<sup>th</sup> Street and the point of beginning.

Precinct 3	State Rep. District 83
Ward 1	State Senate District 29
County Commission District 9	U.S. Congressional District 3

Beginning at the intersection of Division Avenue and Holly Street; then west along Holly Street to the Railroad Right-of-Way; then south along the Railroad Right-of-Way to the centerline of 50<sup>th</sup> Street; then west along 50<sup>th</sup> Street to the centerline of Clyde Park Avenue; then north along Clyde Park Avenue to the centerline of 40<sup>th</sup> Street as extended; then east along 40<sup>th</sup> Street as extended to the Railroad Right-of-Way; then south along the Railroad Right-of-Way to the centerline of Thurston Street as extended; then east along Thurston Street as extended and Thurston Street to the centerline of Division Avenue; then south along Division Avenue to the centerline of Holly Street and the point of beginning.

Precinct 4  
Ward 1  
County Commission District 9

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of Holly Street and Division Avenue; then west along Holly Street to the Railroad Right-of-Way; then south along the Railroad Right-of-Way to the center line of 50<sup>th</sup> Street; then west along 50<sup>th</sup> Street to the centerline of Clyde Park Avenue; then south along Clyde Park Avenue to the city boundary line; then east along the city boundary line to 60<sup>th</sup> Street as extended; then east along 60<sup>th</sup> Street to the centerline of Division Avenue; then north along Division Avenue to the centerline of Holly Street and the point of beginning.

Precinct 5  
Ward 1  
County Commission District 8

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of 52<sup>nd</sup> Street and Burlingame Avenue; then south along Burlingame Avenue to 60<sup>th</sup> Street as extended; then west along 60<sup>th</sup> Street extended to the city boundary; then continuing west along the city boundary to the point where the Grandville Public School District boundary begins; then north along the Grandville Public School District boundary to the centerline of 52<sup>nd</sup> Street and the point of beginning.

Precinct 6  
Ward 1  
County Commission District 8

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at a point where the Grandville Public Schools District boundary line meets 44<sup>th</sup> Street; then east along 44<sup>th</sup> Street to the center line of Burlingame Avenue; then south along Burlingame Avenue to the center line of 52<sup>nd</sup> Street; then west along 52<sup>nd</sup> Street to the point where the Grandville Public Schools District boundary line meets 52<sup>nd</sup> Street; then north along the Grandville Public Schools District boundary line to the center line of 44<sup>th</sup> Street and the point of beginning.

Precinct 7  
Ward 1  
County Commission District 8

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of 44<sup>th</sup> Street and Clyde Park Avenue; then south along Clyde Park Avenue to the center line of 52<sup>nd</sup> Street; then west along 52<sup>nd</sup> Street to the center line of Burlingame Avenue; then north along Burlingame Avenue to the center line of 44<sup>th</sup> Street; then east along 44<sup>th</sup> Street to the Center line of Clyde Park Avenue and the point of beginning.

Precinct 8  
Ward 1  
County Commission District 8

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of 44<sup>th</sup> Street and Burlingame Avenue; then north along Burlingame Avenue to the centerline of 36<sup>th</sup> Street; then east along 36<sup>th</sup> Street to the rear lot lines between Michael Avenue and Milan Avenue; then south along the rear lot lines between Michael Avenue and Milan Avenue to the centerline of 44<sup>th</sup> Street; then west along 44<sup>th</sup> Street to the centerline of Burlingame Avenue and the point of beginning.

Precinct 9  
Ward 1  
County Commission District 8

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of 44<sup>th</sup> Street and Clyde Park Avenue; then north along Clyde Park Avenue to the centerline of 36<sup>th</sup> Street; then west along 36<sup>th</sup> Street to the rear lot lines between Michael Avenue and Milan Avenue; then south along the rear lot lines between Michael Avenue and Milan Avenue to the centerline of 44<sup>th</sup> Street; then east along 44<sup>th</sup> Street to the centerline of Clyde Park Avenue and the point of beginning.

Precinct 10  
Ward 1  
County Commission District 12

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of U.S. 131 and 28<sup>th</sup> Street; then west along 28<sup>th</sup> Street to the centerline of Clyde Park Avenue; then south along Clyde Park Avenue to the centerline of 40<sup>th</sup> Street as extended; then east along 40<sup>th</sup> Street extended to the centerline of Clay Avenue; then north along Clay Avenue to the centerline of 36<sup>th</sup> Street; then west along 36<sup>th</sup> Street to U.S. 131; then north along U.S. 131 to 28<sup>th</sup> Street and the point of beginning.

Precinct 11  
Ward 1  
County Commission District 12

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of Clyde Park Avenue and Alger Street; then east along Alger Street to the city boundary; then continuing east along the city boundary line to the centerline of Division Avenue; then south along Division Avenue to the centerline of 32<sup>nd</sup> Street; then east on 32<sup>nd</sup> Street to U.S. 131; then north along U.S. 131 to 28<sup>th</sup> Street; then east on 28<sup>th</sup> Street to the centerline of Clyde Park Avenue; then north along Clyde Park Avenue to the centerline of Alger Street and the point of beginning.

Precinct 12  
Ward 2  
County Commission District 20

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of Burlingame Avenue and 28<sup>th</sup> Street; then east along 28<sup>th</sup> Street to the centerline of Clyde Park Avenue; then north along Clyde Park Avenue to the rear lot lines between Muriel Street and Wisconsin Street; then west along the rear lot lines between Muriel Street and Wisconsin Street to the Wyoming Public School District boundary; then south and west along the Wyoming Public School District boundary to the center line of Alger Street as extended; then west along Alger Street and Alger Street as extended to the center line of Burlingame Avenue; then south along Burlingame Avenue to 28<sup>th</sup> Street and the point of beginning.

Precinct 13  
Ward 2  
County Commission District 20

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of Burlingame Avenue and Burton Street; then east along Burton Street to the center line of Clyde Park Avenue; then south along Clyde Park Avenue to the rear lot lines between Wisconsin Street and Muriel Street; then west along the rear lot lines between Wisconsin Street and Muriel Street to the Wyoming Public School District boundary; then south and west along the Wyoming Public School District boundary to the center line of Alger Street as extended; then west along Alger Street and Alger Street as extended to the center line of Burlingame Avenue; then north along Burlingame Avenue to the center line of Burton Street and the point of beginning.

Precinct 14  
Ward 2  
County Commission District 20

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of the northern city boundary line and the center line of Judd Avenue as extended; then east along the city boundary line; then south along the city boundary line; then southeast along the city boundary line; then north along the city boundary line to the centerline of Hall Street; then east along Hall Street to the city boundary line; then south along the corporate boundary line to the center line of Clyde Park Avenue; then south along Clyde Park Avenue to the center line of Burton Street; then west along Burton Street to the center line of Cleveland Avenue; then north along Cleveland Avenue to the center line of Chicago Drive; then west along Chicago Drive to the centerline of Judd Avenue; then north along Judd Avenue to the city boundary line and the point of beginning.

Precinct 15  
Ward 2  
County Commission District 20

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of the northern city boundary line and the Godfrey-Lee Public School District boundary; then east along the city boundary line to the center line of Judd Avenue as extended; then south along Judd Avenue as extended and along the center line of Judd Avenue to Chicago Drive; then east along Chicago Drive to the center line of Cleveland Avenue; then south along Cleveland Avenue to the center line of Burton Street; then west along Burton Street and Burton Street as extended to the western boundary of the Godfrey-Lee School District; then north along the Godfrey-Lee School District boundary line to the city boundary line and the point of beginning.

Precinct 16  
Ward 2  
County Commission District 20

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the point where the city boundary line meets the boundary lines of the cities of Grand Rapids and Walker at the Grand River; then northeast and east along the city boundary line to the Godfrey-Lee Public School District boundary line; then south along the Godfrey-Lee Public School District boundary line to the centerline of Burton Street as extended; then east along the Godfrey-Lee Public School District boundary line (Burton Street extended) to the centerline of Burlingame Avenue; then south along Burlingame Avenue to the centerline of Porter Street; then west along Porter Street to the city boundary line; then north along the city boundary line to the point of beginning.

Precinct 17  
Ward 2  
County Commission District 20

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of Wyoming Avenue and Porter Street; then east along Porter Street to the centerline of Burlingame Avenue; then south along Burlingame Avenue to the centerline of 28<sup>th</sup> Street; then west along 28<sup>th</sup> Street to the centerline of Wyoming Avenue; then north to Porter Street and the point of beginning.

Precinct 18  
Ward 2  
County Commission District 7

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of 28<sup>th</sup> Street and Burlingame Avenue; then south along Burlingame Avenue to the centerline of Prairie Parkway; then west along Prairie Parkway to the

centerline of Byron Center Avenue; then north along Byron Center Avenue to the rear lot lines on the south side of 29<sup>th</sup> Street; then east along the rear lot lines on the south side of 29<sup>th</sup> Street to the centerline of Waterchase Way as extended; then north along Waterchase Way as extended to the centerline of 28<sup>th</sup> Street; then east along 28<sup>th</sup> Street to Burlingame Avenue and the point of beginning.

Precinct 19  
Ward 2  
County Commission District 7

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of the city boundary line and Porter Street; then east along Porter Street to the center line of Wyoming Avenue; then south along Wyoming Avenue to the center line of 28<sup>th</sup> Street; then east along 28<sup>th</sup> Street to the center line of Waterchase Way as extended; then south along Waterchase Way as extended to the rear lot lines on the south side of 29<sup>th</sup> Street; then west along the rear lot lines on the south side of 29<sup>th</sup> Street to the centerline of Byron Center Avenue; then south along the center line of Byron Center Avenue to the center line of Prairie Street; then west along the center line of Prairie Street to the city boundary line; then north along the city boundary line to the center line of Porter Street and the point of beginning.

Precinct 20  
Ward 2  
County Commission District 8

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of Michael Avenue and 28<sup>th</sup> Street; then east along 28<sup>th</sup> Street to the centerline of Clyde Park Avenue; then south on Clyde Park Avenue to the centerline of 36<sup>th</sup> Street; then west along 36<sup>th</sup> Street to the centerline of Michael Avenue; then north along Michael Avenue to 28<sup>th</sup> Street and the point of beginning.

Precinct 21  
Ward 2  
County Commission District 8

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of Burlingame Avenue and 28<sup>th</sup> Street; then east along 28<sup>th</sup> Street to the centerline of Michael Avenue; then south along Michael Avenue to the centerline of 36<sup>th</sup> Street; then west along 36<sup>th</sup> Street to the centerline of Burlingame Avenue; then north along Burlingame Avenue to 28<sup>th</sup> Street and the point of beginning.

Precinct 22  
Ward 2  
County Commission District 7

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of Prairie Parkway and Burlingame Avenue; then south along Burlingame Avenue to a point best described as Beech Street as extended to the northern boundary of Lemery Park; then west along the northern boundary of Lemery Park to the centerline of Groveland Avenue; then north along Groveland Avenue to the centerline of 36<sup>th</sup> Street; then west along 36<sup>th</sup> Street to the rear lot lines running north-south between Gladiola Avenue and Boone Avenue; then north along the rear lot lines between Gladiola Avenue and Boone Avenue to the centerline of Prairie Parkway; then east along Prairie Parkway to Burlingame Avenue and the point of the beginning.

Precinct 23  
Ward 3  
County Commission District 7

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of Prairie Parkway and Waterchase Way; then east along Prairie Parkway to the rear lot lines running north-south between Gladiola Avenue and Boone Avenue; then south along the rear lot lines between Gladiola Avenue and Boone Avenue to the centerline of 36<sup>th</sup> Street; then east along 36<sup>th</sup> Street to the centerline of Groveland Avenue; then south along Groveland Avenue to the northern boundary of Lemery Park; then along the northern boundary of Lemery Park to the centerline of Byron Center Avenue; then north along Byron Center Avenue to the rear lot lines running east-west between LaCrosse Street and Arden Street; then east along the rear lot lines between LaCrosse Street and Arden Street to the rear lot lines on the west side of Wyoming Avenue; then north along the rear lot lines on the west side of Wyoming Avenue to the centerline of 36<sup>th</sup> Street; then west along 36<sup>th</sup> Street to the centerline of Byron Center Avenue; then north along Byron Center Avenue to the rear lot lines running east-west between Golden Street and Barberry Street; then east along the rear lot lines between Golden Street and Barberry Street to a point best described as Waterchase Way extended; then north along Waterchase Way extended to the centerline of Prairie Parkway and the point of beginning.

Precinct 24  
Ward 3  
County Commission District 7

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of Prairie Street and the city boundary; then east along Prairie Street to the centerline of Prairie Parkway; then east along Prairie Parkway to Waterchase Way; then south along Waterchase Way extended to the rear lot lines running east-west between Bayberry Street and Golden Street; then west along the rear lot lines between Bayberry Street and Golden Street to the centerline of Byron Center Avenue; then south along Byron Center Avenue to the centerline of 36<sup>th</sup> Street; then east along 36<sup>th</sup> Street to the rear lot lines on the west side of Wyoming Avenue; then south along the rear lot lines on the west side of Wyoming

Avenue to the rear lot lines running east-west between Arden Street and LaCrosse Street; then west along the rear lot lines between Arden Street and LaCrosse Street to the centerline of Byron Center Avenue; then south on Byron Center Avenue to Buck Creek; then west and north along Buck Creek to the city boundary; then north along the city boundary to the centerline of Prairie Street and the point of beginning.

Precinct 25  
Ward 3  
County Commission District 7

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the point where Buck Creek meets the city boundary line; then east and south along Buck Creek to the center line of Byron Center Avenue; then east along the northern boundary of the Charles J. Lemery Park to a point best described as Beech Street as extended; then east along Beech Street as extended to the center line of Burlingame Avenue; then south along Burlingame Avenue to the center line of 44<sup>th</sup> Street; then west along 44<sup>th</sup> Street to the city boundary line; then north along the city boundary line to Buck Creek and the point of beginning.

Precinct 26  
Ward 3  
County Commission District 8

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of 44<sup>th</sup> Street and Byron Center Avenue; then south along Byron Center Avenue to the centerline of 52<sup>nd</sup> Street; then west along 52<sup>nd</sup> Street to the Kent Trails; then north along Kent Trails (and the city boundary) to the centerline of 44<sup>th</sup> Street; then east along 44<sup>th</sup> Street to Byron Center Avenue and the point of beginning.

Precinct 27  
Ward 3  
County Commission District 8

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of 44<sup>th</sup> Street and Byron Center Avenue; then east along 44<sup>th</sup> Street to the point where the Grandville Public School District boundary line meets 44<sup>th</sup> Street; then south along the Grandville Public School District boundary line to the centerline of 52<sup>nd</sup> Street; then east along 52<sup>nd</sup> Street to the point where the Grandville Public Schools District boundary line meets 52<sup>nd</sup> Street; then south along the Grandville Public Schools District boundary line to the south city boundary; then west along the city boundary to the centerline of Byron Center Avenue; then north along Byron Center Avenue to the centerline of 56<sup>th</sup> Street; then west along 52<sup>nd</sup> Street to the Kent Trails; then north along the Kent Trails to the centerline of 52<sup>nd</sup> Street; then east along 52<sup>nd</sup> Street to the centerline of Byron Center Avenue; then north along Byron Center Avenue to 44<sup>th</sup> Street and the point of beginning.

Precinct 28  
Ward 3  
County Commission District 8

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at the intersection of Ivanrest Avenue and 52<sup>nd</sup> Street; then east along 52<sup>nd</sup> Street to the Kent Trails; then south along the Kent Trails to the centerline of 56<sup>th</sup> Street; then east along 56<sup>th</sup> Street to the centerline of Byron Center Avenue; then south along Byron Center Avenue to the south city boundary; then west along the city boundary to the centerline of Ivanrest Avenue; then north along Ivanrest Avenue to 52<sup>nd</sup> Street and the point of beginning.

Precinct 29  
Ward 3  
County Commission District 8

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at Wilson Avenue and the northern city boundary; then east along the city boundary to the Kent Trail; then south along the Kent Trail to the centerline of 52<sup>nd</sup> Street; then west along 52<sup>nd</sup> Street to the centerline of Ivanrest Avenue; then south along Ivanrest Avenue to the southern city boundary; then west along the southern city boundary to the centerline of Wilson Avenue; then north along Wilson Avenue to the northern city boundary and the point of beginning.

Precinct 30  
Ward 3  
County Commission District 8

State Rep. District 83  
State Senate District 29  
U.S. Congressional District 3

Beginning at Kenowa Avenue and the northern city boundary; then east along the city boundary to the centerline of Canal Avenue; then south along Canal Avenue to the city boundary; then east along the city boundary to the centerline of Wilson Avenue; then south on Wilson Avenue to the southern city boundary; then west and north along the city boundary to 60<sup>th</sup> Street/Penny Lane extended; then west along 60<sup>th</sup> Street/Penny Lane extended to the centerline of Kenowa Avenue (and the western city boundary); then north along Kenowa Avenue to the north city boundary and the point of beginning.

CITY OF WYOMING POLLING LOCATIONS

W	Pct	Location	Address
1	1	Godwin Phys Ed Building	31 36 <sup>th</sup> Street SW
1	2	Godwin Phys Ed Building	31 36 <sup>th</sup> Street SW
1	3	Ideal Park CRC (Activity Center)	320 56 <sup>th</sup> Street SW
1	4	Ideal Park CRC (Church)	320 56 <sup>th</sup> Street SW
1	5	Grand Rapids First Church	2100 44 <sup>th</sup> Street SW
1	6	Grand Rapids First Church	2100 44 <sup>th</sup> Street SW
1	7	Grand Valley Armory	1200 44 <sup>th</sup> Street SW
1	8	Sunset Park Church of God	3450 Michael Ave SW
1	9	Grand Valley Armory	1200 44 <sup>th</sup> Street SW
1	10	Gethsemane Lutheran	3152 Clyde Park SW
1	11	Together Church	2950 Clyde Park Ave SW
2	12	Grace Christian University	1011 Aldon Street SW
2	13	Wyoming Senior Center	2380 DeHoop Ave SW
2	14	Pinery Park Lodge	2301 DeHoop Avenue SW
2	15	Pinery Park Lodge	2301 DeHoop Avenue SW
2	16	Beverly Reformed Church	2141 Porter Street SW
2	17	Beverly Reformed Church	2141 Porter Street SW
2	18	Hahn-In Christian Reformed	2725 Byron Center Ave SW
2	19	Hahn-In Christian Reformed	2725 Byron Center Ave SW
2	20	Wyoming Public Library	3350 Michael Ave SW
2	21	Wesley Park Methodist	1150 32 <sup>nd</sup> Street SW
2	22	Grace Reformed Church	3330 Burlingame Avenue SW
3	23	Calvary Christian Reformed	3500 Byron Center Ave SW
3	24	Westwood Apartments	2450 36 <sup>th</sup> Street SW
3	25	Christ Lutheran Church	2350 44 <sup>th</sup> Street SW
3	26	Bethany United Reformed Church	5401 Byron Center Ave SW
3	27	Bethany United Reformed Church	5401 Byron Center Ave SW
3	28	Fire Station Community Room	2300 Gezon Parkway
3	29	Resurrection Life Church	5100 Ivanrest Avenue SW
3	30	Resurrection Life Church	5100 Ivanrest Avenue SW

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CONSENT TO A PURCHASE AND DEVELOPMENT  
AGREEMENT WITH MAGNUS CAPITAL PARTNERS, LLC

WHEREAS:

1. The City Council strongly supports a city center vision to create a Wyoming downtown that will include, among much other development, the private construction of additional dwelling units and commercial space within 4- or 5-story buildings on the remainder of the former Studio 28 property acquired by the Wyoming Brownfield Redevelopment Authority (WBRA).
2. Toward that end, the City Council approved the advancement of funds to the WBRA for its acquisition of the remainder of the former Studio 28 property and pursuant to the agreement advancing those funds, the City Council’s consent is needed for the resale of that property.
3. Magnus Capital Partners, LLC, the developer of the adjoining Hōm Flats development, wishes to acquire that property pursuant to a Purchase and Development Agreement generally in the form attached as Exhibit A that provides for its development in accordance with the city center vision.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council consents to the WBRA’s sale of the remaining Studio 28 property generally in accordance with the terms of the Purchase and Development Agreement attached as Exhibit A, subject to such changes as are approved by the Mayor, City Manager, and City Attorney.
2. All City officers and employees are authorized and directed to take all actions needed to implement those agreements according to their terms.
3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on March 21, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: November 30, 2021  
Subjects: 28 West Place Property Purchase and Development Agreement  
From: Scott Smith, City Attorney  
Nicole Hofert, Planning & Economic Development Director  
Meeting Date: March 21, 2022

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### **RECOMMENDATION:**

Adopt the Resolution Consenting to Purchase and Development Agreement with Magnus Capital Partners, LLC.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community – Our community will be improved with the creation of a city center with improved pedestrian and cycling access to key community amenities, with additional affordable and market-rate housing units, additional commercial space, and additional gathering and social spaces.

Safety – Improvements to and over 28<sup>th</sup> St SW will improve pedestrian and bicycling safety.

Stewardship – Stewardship is advanced when the city collaborates with private and public entities invest and participate in accomplishing this city vision.

### **BUDGET IMPACT:**

This will return to the Wyoming Brownfield Redevelopment Authority (WBRA) the funds it invested to acquire the property and will result in development that, even considering the PILOT required for its attainable housing components, will generate additional tax revenues for the city.

### **DISCUSSION:**

The WBRA acquired the remaining former Studio 28 property in December to resell for development consistent with the city center project vision, essentially for construction of 4- to 5-story buildings occupied by retail and other commercial uses on their ground floors and mixed-income residential units on their other floors. Magnus plans just such a development as phase 3 of its Hōm Flats development.

The City Council's consent to this transaction is required by the Fund Advance Agreement between the city and WBRA pursuant to which the city advanced the WBRA the funds the WBRA used to acquire this property.

**EXHIBIT A TO RESOLUTION**  
**FUND ADVANCE AGREEMENT**

This Fund Advance Agreement is made as of December 7, 2021, between the City of Wyoming, a Michigan municipal corporation (**City**), and the Wyoming Brownfield Redevelopment Authority, a Michigan public body corporate (**WBRA**), both of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509.

RECITALS

- A. City and WBRA have a vision for a city center that entails construction of additional dwelling units and commercial space on the remainder of former Studio 28 property, described in Exhibit A (the **Property**), and linking that property via two pedestrian bridges over 28<sup>th</sup> St SW (one near 28 W Place and Hook Ave SW and one further east, but west of Clyde Park Ave SW) and a system of existing and yet to be constructed pathways to make walking and bicycling connections to Pinery Park, City Hall, the 62-A District Court Building, Wyoming Senior Center, Wyoming Police Building, Grace Christian University, and other residences, neighborhoods, restaurants, retailers, and other businesses located in that general vicinity.
- B. To aid in that project, WBRA wishes to acquire the Property for reconveyance to a developer selected by WBRA and City.
- C. While WBRA anticipates funds becoming available with the sale of other property owned by WBRA, those funds likely will not be available to timely close on the purchase of the Property.
- D. Section 11 of the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2661, authorized City to advance funds to WBRA, and City wishes to do so in accordance with the terms of this Agreement.

TERMS AND CONDITIONS

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

1. Advance. By December 20, 2021, City shall advance to WBRA up to \$2,100,000 in funds (**Advanced Funds**) for use in purchasing the Property pursuant to a Purchase Agreement between WBRA and the Seller of the Property under a Purchase Agreement generally in the form attached as Exhibit A, subject to such changes as are approved by the city manager, city attorney, and city planning and economic development director (**Purchase Agreement**).
2. Repayment. WBRA shall repay the Advanced Funds when (i) WBRA receives proceeds from the resale of the Property to a developer under terms acceptable to the WBRA Board and City Council, (ii) WBRA receives proceeds from the sale of Site 36, or (iii) WBRA receives other funds that could be used to repay the Advanced Funds. If the funds from any one of these sources is insufficient to repay the Advanced Funds in full or WBRA will receive such funds in more than one payment, WBRA may use funds from more than one of the sources and shall repay the Advanced Funds as it receives the funds to do so from any or all those sources. WBRA shall also pay interest on the Advanced Funds at the rate of 1.5% per annum on the unpaid balance commencing January 1, 2022, for each month or part of a month that it remains unpaid.
3. Property Resale and Use. WBRA shall resell the property for its redevelopment in accordance with an agreement for its resale and redevelopment that is also approved by the City Council. Unless otherwise approved by the City Council, that agreement shall provide for construction of commercial spaces on the bottom story of 4 to 5 story buildings the second and upper stories of which are residential dwelling units with an appropriate mix of market rate rental units or owner-occupied condominiums with the possible construction of a parking structure to reduce the land area occupied by parking and increase the land area available for outdoor gathering, open and/or green spaces. That agreement may also provide for economic development incentives and/or public-private ventures if approved by the City Council and the WBRA Board.
4. General Provisions.
  - A. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all other agreements between the parties regarding its subject matter. Any waiver, alteration or modification of this Agreement will not be valid unless in writing signed by both parties.

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

C. If further documentation is reasonably needed to effectuate the provisions and intent of this Agreement, each party shall sign and deliver such further documents as reasonably needed without undue delay or conditions.

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

**CITY OF WYOMING**

**WYOMING BROWNFIELD REDEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Tom Brann, Chair

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

By: \_\_\_\_\_  
Nicole Hofert, Acting Secretary

Dated signed: December \_\_, 2021

Date signed: December \_\_, 2021

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

**EXHIBIT A TO FUND ADVANCE AGREEMENT**

**PURCHASE AGREEMENT**

This Purchase Agreement is made as of \_\_\_\_\_, 2021 (**Effective Date**), between Jackson Entertainment, LLC, a Michigan limited liability company, and Loeks Theatres, Inc., a Michigan corporation, both of 2121 Celebration Dr NE, Grand Rapids, MI 49525 (collectively, **Seller**), and the Wyoming Brownfield Redevelopment Authority, a Michigan public body corporate of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509 (**WBRA**).

RECITALS

A. Seller owns or controls the real property parcels described as follows (collectively, the **Property**) on the real property tax records of the city of Wyoming (**City**):

1345 28<sup>th</sup> West Pl SW, PP# 41-17-14-126-028, approximately 1.36 acres, described as:

PART OF NW 1/4 COM AT N 1/4 COR TH N 88D 11M 47S W ALONG N SEC LINE 1164.13 FT TH S 1D 48M 13S W 75.82 FT TO SLY LINE OF 28TH ST TH ELY ALONG SD SLY LINE 114.66 FT ON A 34442.95 FT RAD CURVE TO LT /LONG CHORD BEARS S 88D 44M 45S E 114.66 FT/ TH S 88D 44M 45S E 75.42 FT TO BEG OF THIS DESC - TH S 45D 24M 35S W 68.49 FT TH SELY 377.39 FT ALONG A 263.50 FT RAD CURVE TO LT /LONG CHORD BEARS S 41D 38M 42S E 345.98 FT/ TO E LINE OF W 1827 FT OF NW 1/4 TH N ALONG SD E LINE 132.72 FT TH E PERP TO W SEC LINE 40.0 FT TH N PAR WITH W SEC LINE 120.0 FT TH W 40.0 FT TO E LINE OF W 1827 FT OF NW 1/4 TH N ALONG SD E LINE TO S LINE OF 28TH ST TH W ALONG SD S LINE TO BEG \* SEC 14 T6N R12W.

1410 28<sup>th</sup> West Pl SW, PP# 41-17-14-126-027, approximately 2.35 acres, described as:

PART OF NW 1/4 COM AT NW COR OF SEC TH S 88D 11M 47S E ALONG N SEC LINE 827.0 FT TH S 0D 24M 13S E 74.12 FT TO S LINE OF 28TH ST TH S 87D 34M 15S E ALONG SD S LINE 49.17 FT TH ELY 430.48 FT ALONG A 34442.95 FT RAD CURVE TO LT /LONG CHORD BEARS S 87D 56M 14S E 430.48 FT/ TO BEG OF THIS DESC - TH ELY 151.20 FT ALONG A 34442.95 FT RAD CURVE TO LT /LONG CHORD BEARS S 88D 25M 15S E 151.20 FT/ TH S 44D 35M 25S E 87.57 FT TH SELY 493.78 FT ALONG A 343.50 FT RAD CURVE TO LT /LONG CHORD BEARS S 43D 18M 15S E 452.35 FT/ TO E LINE W 1827 FT OF NW 1/4 TH S 0D 24M 13S E ALONG SD E LINE 1.00 FT TH N 88D 20M 01S W 520.41 FT TH N 0D 24M 13S W 381.59 FT TO BEG \* SEC 14 T6N R12W.

1440 28<sup>th</sup> St SW, PP# 41-17-14-126-025, approximately 2.21 acres, described as:

PART OF NW 1/4 COM AT NW COR OF SEC TH S 88D 11M 47S E ALONG N SEC LINE 827.0 FT TH S 0D 24M 13S E 74.12 FT TO S LINE OF 28TH ST & TO BEG OF THIS DESC - TH S 87D 34M 15S E ALONG SD S LINE 49.17 FT TH ELY 201.95 FT ALONG A 34442.95 FT RAD CURVE TO LT /LONG CHORD BEARS S 87D 44M 49S E 201.95 FT/ TH S 0D 24M 13S W 382.51 FT TH N 88D 20M 01S W 251.0 FT TH N 0D 24M 13S W 385.23 FT TO BEG \* SEC 14 T6N R12W.

B. WBRA wishes to acquire the Property for use by a developer selected by WBRA and City for redevelopment consistent with City's recently approved Wyoming [Re]Imagined Master Plan.

TERMS AND CONDITIONS

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

1. Sale and Purchase. Seller agrees to sell, and WBRA agrees to purchase the Property as provided in this Agreement.

2. Price and Deposit. WBRA will pay Seller the **Purchase Price** of \$2,000,000 for the Property. If WBRA closes on the purchase no later than December 31, 2021, the Purchase Price shall be \$1,962,000.

A. Within 7 days after the Effective Date, WBRA will deposit with the Title Company (defined below) \$5,000.00 as an initial earnest money deposit (**Initial Deposit**).

B. Provided that this Agreement has not been terminated in accordance with subsection 3.B or subsection 3.C of this Agreement, then within 3 City business days after the expiration of the Contingency Period (defined below), WBRA shall deposit with the Title Company \$50,000.00 as an additional earnest money deposit (**Additional Deposit**, and together with the Initial Deposit, the **Deposit**).

C. The Deposit shall be refunded to WBRA, disbursed to Seller or credited toward the Purchase Price at Closing (defined below), in accordance with the terms and conditions of this Agreement.

3. Title and Condition.

A. At the Closing, Seller will convey or cause to be conveyed such title to the Property as shall enable the Title Company to issue an ALTA owner's policy of title insurance, without standard exceptions, covering the Property in the full amount of the Purchase Price (subject only to the Permitted Exceptions in accordance with subsection 3.B hereof) (the **Title Policy**) by a covenant deed, subject to the Permitted Exceptions, to WBRA or another party, as WBRA may direct.

B. WBRA is responsible for any survey and assurance of title WBRA wishes to obtain for the Property. Seller shall have no responsibility to provide any portion of the cost of either the survey or assurance of title, except as set forth in Section 6 hereof.

1. Within 3 City business days after the Effective Date, Seller will deliver any existing surveys, title policies, environmental reports, and similar reports, studies and materials to City's city attorney, to the extent in Seller's actual possession or control, which shall be without representation or warranty.

2. Within 3 City business days after the Effective Date, WBRA will order a commitment for an ALTA owner's title insurance policy (**Title Commitment**) from Transnation Title Agency, 921 Division Ave N, Grand Rapids, MI 49503 (**Title Company**). WBRA may, if it wishes, order an update to any existing survey or a new ALTA survey of the Property from a surveyor WBRA chooses (**Survey**).

3. On or before December 20, 2021, WBRA will notify Seller in writing of any conditions revealed in the Title Commitment or the Survey that WBRA believes would prevent conveyance of title as described in subsection 3.A or which would, in WBRA's sole judgment, impair or frustrate the WBRA's intended use of the Property. Any matter identified in the Title Commitment or Survey to which the WBRA does not timely object shall be deemed to be permitted exceptions to the status of Seller's title (the **Permitted Exceptions**).

4. If WBRA timely objects to any matter identified in the Title Commitment or Survey, then Seller shall have 10 days after the notice provided in subsection 3.B. to provide WBRA with notice of Seller's election to either cure or not cure such objections. If Seller fails to deliver such notice within such 10-day period, then Seller shall be deemed to have declined to cure such objections. If Seller elects to cure any such objections, then Seller shall use commercially reasonable efforts to correct, remedy, insure over (by procuring appropriate endorsement to the Title Policy) or otherwise cure such matters on or prior to the Closing. If, despite Seller's efforts, Seller is unable to cure any such matters prior, WBRA may either (i) waive its concerns and continue with the transaction as provided in this Agreement and accept a conveyance of the Property subject to such matters (in which case such matters shall be Permitted Exceptions), or (ii) terminate this Agreement.

5. If Seller elects not to cure any such objections, then, prior to the expiration of the Contingency Period, WBRA may either (i) waive its concerns and continue with the transaction as provided in this Agreement and accept a conveyance of the Property subject to such matters (in which case such matters shall be Permitted Exceptions), or (ii) terminate this Agreement. If WBRA fails to timely terminate this Agreement in the manner provided in this subsection 3.B.5, then WBRA's rights to terminate on account of any title or survey matter shall be deemed waived by WBRA.

6. If WBRA terminates this Agreement under subsection 3.B.4 or 3.B.5, the Title Company shall return the Initial Deposit to WBRA and neither party will have any further obligations under this Agreement except for such obligations as expressly survive the expiration or termination of this Agreement.

7. Regardless of any provisions other provisions of this Agreement, Seller shall, in all events (regardless of whether same are identified by WBRA as objections under subsection 3.B.3), be obligated to cure or remove prior to Closing, as a condition to WBRA's obligation to close, each of the following: (1) any liens securing Seller's existing financing against the Property; (2) any other monetary liens created by an act or omission of Seller, including liens securing any other mortgage or deed of trust financing obtained by Seller at any time prior to the Closing; (3) any tax liens for delinquent taxes relating to Seller's failure to pay an applicable tax; (4) any mechanics', contractors' or material suppliers' liens arising from work or improvements at the Property by, or on behalf of, Seller; (5) any lis pendens

or similar filing with respect to pending litigation affecting the Property, judgment liens against Seller or any of Seller's affiliates and/or any other involuntary liens against Seller or any of Seller's affiliates; and (6) any encumbrances voluntarily executed (and affecting title to the Property) by Seller after the Effective Date.

C. Except as otherwise expressly stated in this Agreement, the Property will be conveyed in an "as is, where is" condition, without any warranties, express or implied, as to its condition or its suitability for any use or purpose and, more particularly, without any representations as to the presence or absence of any materials or substances regulated under applicable laws, rules, or regulations, including any environmental requirements. WBRA may undertake its own investigations of the Property to determine whether the Property is suitable for WBRA's intended use. Except as expressly stated in this Agreement, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller to WBRA in connection with the transaction contemplated by this Agreement. WBRA acknowledges and agrees that all materials, data and information delivered by Seller to WBRA in connection with this transaction are provided to WBRA as a convenience only (except for materials Seller is required to provide under applicable law, such as, for example, Part 201 of the Natural Resources and Environmental Protection Act, MCL 324.20101 *et seq.*) and that any reliance on or use of such materials, data or information by WBRA shall be at the sole risk of WBRA, except as expressly stated in this Agreement.

1. After the Effective Date, WBRA or WBRA's designated agents (including agents of WBRA's designated grantee) and contractors may, subject to the requirements of subsection 3.C.2, enter upon the Property to undertake such investigations as WBRA determines to be necessary or prudent, including for example and without limitation, any surveys, environmental investigations, and geotechnical borings or investigations.

a. All persons entering upon the Property for such purposes shall do so at their own risk.

b. All persons entering upon the Property for such purposes shall be insured with not less than \$1,000,000.00 of general commercial liability insurance and automotive insurance for any property damage or personal injuries that may arise as a result of any of their acts or omissions while on the Property.

c. WBRA will hold Seller harmless from, indemnify Seller for, and defend Seller against any claims, demands, and judicial or administrative actions resulting from activities undertaken by persons on WBRA's behalf under this subsection 3.C, and notwithstanding anything to the contrary in this Agreement such obligation to defend, indemnity and hold harmless Seller shall survive Closing or any termination of this Agreement.

d. Before persons performing the investigations for WBRA under this subsection 3.C leave the Property, any boring holes or other damages to the Property occurring as a result of activities under this subsection shall be fully repaired and the Property restored to the condition it was in before that entry, and notwithstanding anything to the contrary in this Agreement such obligation to repair and restore the Property shall survive Closing or any termination of this Agreement.

2. During the Contingency Period, WBRA or WBRA's designated agents (including agents of WBRA's designated grantee) and contractors may perform environmental site assessments (**ESAs**) of the Property. If WBRA elects to perform ESAs, WBRA shall promptly provide Seller with a copy of the written reports. If WBRA does not complete ESAs and/or fails to provide Seller with any required ESA report during the Contingency Period, WBRA shall be considered to have waived any objection to the environmental condition of the Property.

3. If WBRA concludes, in WBRA's sole discretion, that any condition or circumstance revealed during investigations undertaken under this subsection 3.C make the Property unsuitable for WBRA's intended use, in WBRA's sole judgment, WBRA may, by written notice to Seller on or before December 20, 2021 (**Contingency Period**), terminate this Agreement.

4. If WBRA terminates this Agreement under subsection 3.C.3, Title Company shall return the Initial Deposit to WBRA and neither party will have any further obligations under this Agreement, except for such obligations as expressly survive the expiration or termination of this Agreement. If WBRA does

not terminate this Agreement under subsection 3.C.3, the Initial Deposit shall become non-refundable to WBRA, except as otherwise set forth herein, but shall remain applicable to the Purchase Price at Closing, and WBRA shall be obligated to make the Additional Deposit as required pursuant to Section 2 hereof. Upon the City making the Additional Deposit, the Additional Deposit shall be immediately non-refundable to WBRA except as otherwise set forth herein but shall remain applicable to the Purchase Price at Closing.

4. Taxes, Assessments, and Utilities.

A. Seller will pay all real and personal property taxes assessed against Property or personal property located at the Property that are billed in 2021 or before. WBRA will pay all real and personal property taxes assessed against Property or personal property located at the Property that are billed after the closing. Notwithstanding the foregoing, all real and personal property taxes assessed against Property or personal property located at the Property that are due and payable in the year of the Closing shall be prorated between the WBRA and Seller on a calendar year basis, using the most recently available tax rates and assessed value of the Property.

B. Seller will pay all special assessments assessed against the Property before the Effective Date.

C. Seller will pay all amounts due for any water, sanitary sewer, communications, electric, gas, or other utilities services provided to the Property on or before the Closing.

5. Closing. The closing of the transaction contemplated by this Agreement (**Closing**) shall occur as follows:

A. Unless this Agreement is terminated earlier as provided in subsections 3.B or 3.C or unless WBRA decides to close prior to the end of the Contingency Period, Closing must occur on or before December 31, 2021. If WBRA fails to close as provided in this subsection 5.A.1, then Seller may retain the Deposit as liquidated damages as its sole remedy for WBRA's failure to close the transaction as provided in this Agreement. Notwithstanding the foregoing, if WBRA obtains a Phase I Environmental Site Assessment on or before the expiration of the Contingency Period that identifies recognized environmental conditions that warrant a Phase II Environmental Site Assessment, the Contingency Period may be extended by Buyer for an additional period not to exceed 60 days (**Extended Contingency Period**) and the Closing shall be extended until on or before tenth (10<sup>th</sup>) day after the expiration of the Extended Contingency Period. If the Phase II Environmental Site Assessment identifies contamination at the Property above applicable criteria and the Property meets the definition of a "facility" under Part 201 of 1994 PA 451, WBRA may, by written notice to Seller on or before the expiration of the Extended Contingency Period. If the Phase II Environmental Site Assessment is promptly ordered (*i.e.*, not later than December 23, 2021) and due to weather (*e.g.*, severe cold, or heavy ice or snow cover) or other circumstances beyond WBRA's reasonable control, that assessment cannot be completed within the additional 60 days, the Extended Contingency Period will, upon notice to Seller, be extended an additional 30 days.

B. The Closing shall be held in escrow through the Title Company, or at an office of the Title Company, or such other place as the parties agree.

C. At Closing, Seller shall execute and deliver to WBRA or such other party as WBRA may designate: (i) the covenant deed conveying title to the Property as provided in this Agreement, subject only Permitted Exceptions; (ii) a vendor's affidavit as required by the Title Company to issue its title policy to WBRA or the designated grantee at Closing without standard exceptions that can be removed with a vendor's affidavit, (however, WBRA, at its sole cost and expense, shall be responsible for obtaining any survey sufficient to delete the standard survey exception) (iii) a non-foreign affidavit; (iv) a settlement statement prepared on the Title Company's standard form showing all prorations and adjustments contemplated by this Agreement; (v) a resolution of Seller authorizing the sale transaction contemplated by this Agreement; and (vi) such other documents as may be reasonably requested by the Title Company to close the transaction contemplated by this Agreement. At Closing, WBRA or the designated grantee shall deliver to Seller: (i) the Purchase Price, less the Deposit and Additional Deposit (if any) and subject to the prorations and adjustments contemplated by this Agreement; (ii) a settlement statement prepared on the Title Company's standard form showing all prorations and adjustments contemplated by this Agreement; and (iii) such other documents as may be reasonably requested by the Title Company to close the transaction contemplated by this Agreement.

6. Closing Expenses and Adjustments.

A. Seller shall pay (i) the premium for the Title Policy to be issued to WBRA or the designated grantee at Closing in the amount of the Purchase Price, (ii) all state and local transfer taxes, and (iii) one-half of all search and exam fees, closing and escrow charges payable to the Title Company.

B. WBRA or the designated grantee shall pay (i) one-half of all search and exam fees, closing and escrow charges payable to the Title Company, (ii) the cost of any lender's title insurance policy, (iii) the cost of any endorsements to the Title Policy, and (iv) recording fees associated with the conveyance of the Property.

C. Other adjustments shall be made for taxes, special assessments, utility fees, the Deposit, and any Additional Deposit as provided in this Agreement. Both the Deposit and the Additional Deposit (if any) shall be credited against the Purchase Price due at Closing.

D. Each party shall be responsible for its respective legal, consultant, and advisory fees.

E. Seller and WBRA each represent that no real estate broker participated in this transaction and no commission or other brokerage fees are due. The parties shall indemnify, defend, and hold one another harmless from any liability, cost, expense or damage (including without limitation all legal costs and attorneys' fees) caused to or incurred by the other party as a result of any breach of this representation.

7. Possession. Possession of the Property shall be delivered at Closing.

8. Representations and Warranties.

A. Seller represents and warrants to the best of its current, actual knowledge to WBRA the following, as of the date first written above, which representations and warranties will continue to be true and accurate as of the Closing:

1. Except as disclosed in the Title Commitment, there are no instruments, agreements, or other documents that give any person any rights, title, or interest in any part of the Property or promise to give any other persons any rights, title, or interest in any part of the Property. Seller has not made any agreement that is binding on Seller or the Property to sell any of the Property to any party other than WBRA. Seller has not granted to any party an option to purchase and has not leased or committed to lease the Property, which is enforceable or exercisable now, or at any time in the future.

2. The signing and delivery of this Agreement, the consummation of the transaction provided for in this Agreement, and compliance with the terms of this Agreement will not conflict with, or result in a breach of, any other agreement of Seller or any judgment, order or decree of any court having jurisdiction over the Property. This Agreement and all documents signed by or to be signed by Seller in connection with this Agreement are, or when executed will be, legal, valid, and binding instruments enforceable against Seller in accordance with their respective terms and conditions.

3. To the best of Seller's current, actual knowledge and except as may be disclosed in a Phase I or Phase II Environmental Site Assessment of the Property, there is no pending or threatened litigation, proceeding, lien, or governmental investigation relating to the Property, and Seller has received no notice of any pending or threatened condemnation action affecting the Property, and Seller has received no such notice that any condemnation action is contemplated by any governmental authority.

B. WBRA represents and warrants to the best of its current, actual knowledge to Seller the following, as of the date first written above, which representations and warranties will continue to be true and accurate as of the Closing:

1. WBRA has, or prior to the Closing will have, duly and properly taken all actions required to be taken by or on the part of WBRA to authorize the execution, delivery, and carrying out of this Agreement.

2. WBRA is not a party to any contract, settlement, judicial order, or other agreement of any kind which would prohibit or otherwise restrict its ability to perform its obligations under and complete this transaction.

9. Assignment and Benefit.

A. Neither party may assign this Agreement or any of its rights, duties, or obligations under this Agreement without the other party's prior written consent. However, WBRA may direct that the Property be conveyed

to another party designated by WBRA. But such designation, if made, will not relieve WBRA of any duties or obligations under this Agreement, unless Seller first consents in writing.

B. This Agreement is binding on the parties and their permitted successors and assigns. But no other parties are intended beneficiaries of this Agreement.

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

11. Notices. Notices required by this Agreement must be written and must be (i) delivered personally. (ii) delivered by USPS certified mail, return receipt requested, or (iii) delivered by UPS, FedEx or another national courier service. If acknowledged by the receiving party, notices may instead be made by e-mail. Notices shall be addressed and delivered to the following:

To Seller:

J.D. Loeks  
Jackson Entertainment LLC  
2121 Celebration Dr NE  
Grand Rapids, MI 49525  
jd@bystudioc.com

With a copy to:

Eric R. Starck  
Miller Johnson  
45 Ottawa Ave NW, Ste 1100  
PO Box 306  
Grand Rapids, MI 49501-0306  
starcke@millerjohnson.com

To WBRA:

Nicole Hofert, Planning & Economic  
Development Director  
City of Wyoming  
1155 28<sup>th</sup> St SW  
Wyoming, MI 49509-0905  
[hofertn@wyomingmi.gov](mailto:hofertn@wyomingmi.gov)

With a copy to:

Scott Smith, City Attorney  
City of Wyoming  
1155 28<sup>th</sup> St SW  
Wyoming, MI 49509-0905  
[smithsg@wyomingmi.gov](mailto:smithsg@wyomingmi.gov)

## 12. General Provisions.

A. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all other agreements between the parties regarding its subject matter. Any waiver, alteration or modification of this Agreement will not be valid unless in writing signed by both parties.

B. Both parties had input into the drafting of this Agreement and had the advice of legal counsel before signing it. Therefore, this Agreement shall be construed as mutually drafted. The captions are only for reference and shall not affect its interpretation. However, the recitals are an integral part of this Agreement.

C. If further documentation is reasonably needed to effectuate the provisions and intent of this Agreement, each party shall sign and deliver such further documents as are reasonably needed without undue delay or conditions.

D. This Agreement may be signed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Signatures on this Agreement, as well as on any other documents to be executed under this Agreement, may be delivered by facsimile or electronic mail in lieu of an original signature, and the parties will treat facsimile signatures and electronic mail signatures as original signatures, and be bound by this provision. However, the deed shall be originally signed and in recordable form when delivered to WBRA.

E. Time is of the essence of this Agreement and each of its provisions.

F. In the event of a default under this Agreement by WBRA which continues uncured for a period of 10 days following written notice thereof from Seller, Seller shall be permitted to terminate this Agreement in which case the Deposit shall be disbursed to Seller as liquidated damages as Seller' sole and exclusive

remedy. In the event of a default under this Agreement by Seller which continues uncured for a period of 10 days following written notice thereof from WBRA, WBRA may (i) terminate this Agreement in which case the Deposit shall be disbursed to WBRA and no further relief will be provided WBRA, or WBRA may seek specific performance and if WBRA is unable to obtain specific performance, WBRA will be entitled to recover its reasonable, out of pocket expenses incurred in connection with this transaction.

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

**JACKSON ENTERTAINMENT, LLC**

**WYOMING BROWNFIELD REDEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_  
J.D. Loeks, \_\_\_\_\_

By: \_\_\_\_\_  
Tom Brann, Chair

Date signed: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Nicole Hofert, Acting Secretary

**LOEKS THEATRES, INC.**

Date signed: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
J.D. Loeks, \_\_\_\_\_

Approved as to form:

Dated signed: \_\_\_\_\_, 2021

\_\_\_\_\_  
Scott G. Smith, City Attorney

## PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (this “**Agreement**”) is made as of \_\_\_\_\_, 2022 (the “**Effective Date**”), between the Wyoming Brownfield Redevelopment Authority, a Michigan public body corporate, having an office address of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509 (“**Seller**”) and Magnus Capital Partners, LLC, a Delaware limited liability company, having an office address of 1415 Prairie Pkwy, Apt 209, Wyoming, MI 49509 (“**Purchaser**”).

### RECITALS

A. Seller owns real property located in the City of Wyoming, Kent County, Michigan, more particularly described on the attached **Exhibit A** (collectively, the “**Property**”).

B. Purchaser wishes to purchase the Property from Seller and develop the Property as a mixed-use development that includes workforce housing (market and income restricted units) and commercial retail and office uses. The development is expected to be comprised of 4-story or 5-story buildings occupied by commercial retail or office uses on the first floors and residential dwelling units on upper floors with the possibility of rooftop or penthouse retail or restaurant spaces (the “**Project**”). The Project is also envisioned to include publicly accessible open spaces, social districts and/or other open spaces for public uses and may include a parking structure. The Project would be designed to connect to adjacent pedestrian trail systems and pedestrian bridges, with such access points designed in a manner that is compatible with Purchaser’s existing housing project immediately adjacent to the Property.

C. Seller wishes to sell the Property to Purchaser and facilitate the development of the Project, subject to the terms and conditions in this Agreement.

### TERMS AND CONDITIONS

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

1. Sale and Purchase. Seller agrees to sell, and Purchaser agrees to purchase the Property, subject to the terms and conditions of this Agreement.

2. Price and Deposit. The purchase price for the Property shall be an amount equal to the sum of: (a) \$1,962,858.50 (the “**Base Purchase Price**”), plus (b) an appreciation factor equal to the Base Purchase Price multiplied by one and one-half percent (1.5%) per annum for the number of days falling between January 1, 2022 and the Closing Date (as defined herein), plus (c) an amount equal to Seller’s actual, out-of-pocket expenses incurred in connection with Seller’s acquisition of the Property, which shall consist of an ALTA survey of the Property from Exxel Engineering, Inc., and a Phase I environmental site assessment of the Property from SES Environmental (collectively, the “**Purchase Price**”). The Purchase Price shall be paid as follows:

A. Within 5 business days after the Effective Date, Purchaser will deposit \$5,000 with the Title Company (as defined below) as an earnest money deposit (the “**Deposit**”). The Deposit shall be refunded to Purchaser, disbursed to Seller, or credited toward the Purchase Price at Closing (as defined herein), in accordance with the terms and conditions of this Agreement.

B. The balance of the Purchase Price shall be paid, plus or minus closing prorations and adjustments as provided in this Agreement, either: (i) in wire transferred funds to Seller at Closing; or (ii) if Purchaser elects the Land Contract Option as provided in this Agreement, the balance of the Purchase Price shall be paid pursuant to the terms of the resulting land contract.

3. Title.

A. At the Closing, Seller will convey the Property to Purchaser by a covenant deed (the “**Deed**”), subject only to those matters listed on the attached **Exhibit B** (the “**Permitted Exceptions**”) and, if the parties are unable with cooperative efforts to secure their release, the Identified Exceptions listed on Exhibit C, and shall cause Transnation Title Agency, 921 Division Ave N, Grand Rapids, MI 49503 (“**Title Company**”) to issue an ALTA owner’s policy of title insurance, without standard exceptions and subject only to the Permitted Exceptions, covering the Property in the full amount of the Purchase Price (the “**Title Policy**”) based on the ALTA Commitment for Title Insurance issued by the Title Company under

File No. 371773GRS and having an effective date of November 19, 2021 (the “**Title Commitment**”). Prior to Closing, Seller shall work cooperatively with Purchaser to cause those items listed on **Exhibit C** attached hereto (the “**Identified Exceptions**”) to be released from the Property or relocated to locations that do not interfere with the proposed Project. If Purchaser elects the Land Contract Option, Seller will cause the Title Company to issue a Vendee Title Policy at Closing and shall place the Deed in escrow with the Title Company to be released to Purchaser upon Purchaser’s payment in full of the Purchase Price pursuant to the terms of the Land Contract.

B. Except as otherwise expressly stated in this Agreement, the Property will be conveyed in an “as is, where is” condition, without any warranties, express or implied, as to its condition or its suitability for any use or purpose and, more particularly, without any representations as to the presence or absence of any materials or substances regulated under applicable laws, rules, or regulations, including any environmental requirements. Purchaser may undertake its own investigations of the Property to determine whether the Property is suitable for Purchaser’s intended use. Except as expressly stated in this Agreement, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller to Purchaser in connection with the transaction contemplated by this Agreement. Purchaser acknowledges and agrees that all materials, data and information delivered by Seller to Purchaser in connection with this transaction are provided to Purchaser as a convenience only (except for materials Seller is required to provide under applicable law, such as, for example, Part 201 of the Natural Resources and Environmental Protection Act, MCL 324.20101 *et seq.*) and that any reliance on or use of such materials, data or information by Purchaser shall be at the sole risk of Purchaser, except as expressly stated in this Agreement.

C. After the Effective Date, Purchaser or Purchaser’s designated agents and contractors may enter upon the Property to undertake such investigations as Purchaser determines to be necessary or prudent, including for example and without limitation, any surveys, environmental investigations, and geotechnical borings or investigations, subject to the following requirements:

- i. All persons entering upon the Property for such purposes shall do so at their own risk.
- ii. All persons entering upon the Property for such purposes shall be insured with general commercial liability insurance and automotive insurance for any property damage or personal injuries that may arise as a result of any of their acts or omissions while on the Property.
- iii. Purchaser will hold Seller harmless from, indemnify Seller for, and defend Seller against any claims, demands, and judicial or administrative actions resulting from activities undertaken by persons on Purchaser’s behalf, and notwithstanding anything to the contrary in this Agreement such obligation to defend, indemnify and hold harmless Seller shall survive Closing or any termination of this Agreement.
- iv. Before persons performing the investigations for Purchaser under this Section 3 leave the Property, any boring holes or other damages to the Property occurring as a result of activities under this subsection shall be fully repaired and the Property restored to the condition it was in before that entry, and notwithstanding anything to the contrary in this Agreement such obligation to repair and restore the Property shall survive Closing or any termination of this Agreement.

D. Purchaser or Purchaser’s designated agents (including agents of Purchaser’s designated grantee) and contractors may perform environmental site assessments (“**ESAs**”) of the Property. If Purchaser elects to perform ESAs, Purchaser shall promptly provide Seller with a copy of the written reports. If does not complete ESAs and/or fails to provide Seller with any required ESA report, Purchaser shall be considered to have waived any objection to the environmental condition of the Property.

#### 4. Taxes, Assessments, and Utilities.

A. Seller will pay all real and personal property taxes assessed against Property or personal property located at the Property that are billed prior to the Closing. Purchaser will pay all real and personal property taxes assessed against Property or personal property located at the Property that are billed after the Closing. All real and personal property taxes assessed against Property or personal

property located at the Property that are not yet due and payable at Closing shall be prorated between the Purchaser and Seller on a calendar year basis, using the most recently available tax rates and assessed value of the Property.

B. Seller will pay all special assessments assessed against the Property before the Effective Date.

C. Seller will pay all amounts due for any water, sanitary sewer, communications, electric, gas, or other utilities services provided to the Property on or before the Closing.

5. Closing. The closing of the transaction contemplated by this Agreement (the “**Closing**”) shall occur as follows:

A. Closing shall occur on a date (the “**Closing Date**”) designated by Purchaser in a written notice to Seller (the “**Closing Notice**”); provided, however, in no event shall the Closing Date occur later than December 31, 2023 (the “**Outside Closing Date**”).

B. The Closing shall be held in escrow through the Title Company, or at an office of the Title Company, or such other place as the parties agree.

C. At Closing, Seller shall execute and deliver to Purchaser: (i) the Deed or the Land Contract if Purchaser has elected the Land Contract Option; (ii) a vendor’s affidavit as required by the Title Company to issue its title policy to Purchaser at Closing without standard exceptions that can be removed with a vendor’s affidavit; (iii) a non-foreign affidavit; (iv) a settlement statement prepared on the Title Company’s standard form showing all prorations and adjustments provided by this Agreement; (v) a resolution of Seller authorizing the sale transaction contemplated by this Agreement; and (vi) such other documents as may be reasonably requested by the Title Company to close the transaction contemplated by this Agreement. At Closing, Purchaser shall deliver to Seller: (i) a countersigned copy of the Land Contract, if Purchaser has elected the Land Contract Option; (ii) the Purchase Price, less the Deposit, and subject to the prorations and adjustments contemplated by this Agreement; (iii) a settlement statement prepared on the Title Company’s standard form showing all prorations and adjustments contemplated by this Agreement; and (iv) such other documents as may be reasonably requested by the Title Company to close the transaction contemplated by this Agreement.

6. Closing Expenses and Adjustments.

A. Purchaser shall pay (i) the premium and the cost of any endorsements to the Title Policy to be issued to Purchaser at Closing in the amount of the Purchase Price, (ii) the cost of any lender’s title insurance policy, (iii) all state and local transfer taxes, (iv) all search and exam fees, closing and escrow charges payable to the Title Company, and (v) recording fees associated with the conveyance of the Property. If Purchaser elects the Land Contract Option, then Purchaser shall be obligated to pay such closing costs upon the full payment of the Purchase Price under the Land Contract.

B. The Deposit shall be credited against the Purchase Price due at Closing.

C. Each party shall be responsible for its respective legal, consultant, and advisory fees.

D. Seller and Purchaser each represent that no real estate broker participated in this transaction and no commission or other brokerage fees are due. The parties shall indemnify, defend, and hold one another harmless from any liability, cost, expense or damage (including without limitation all legal costs and attorneys’ fees) caused to or incurred by the other party as a result of any breach of this representation.

7. Possession. Possession of the Property shall be delivered at Closing.

8. Representations and Warranties.

A. Seller represents and warrants to the best of its current, actual knowledge to Purchaser the following, as of the date first written above, which representations and warranties will continue to be true and accurate as of the Closing:

1. Except as disclosed in the Title Commitment, there are no instruments, agreements, or other documents that give any person any rights, title, or interest in any part of the Property or promise to give any other persons any rights, title, or interest in any part of the Property. Seller has not made any agreement that is binding on Seller or the Property to sell any of the Property to any party other than Purchaser. Seller has not granted to any party an option to purchase and has not leased or committed to lease the Property, which is enforceable or exercisable now, or at any time in the future.

2. The signing and delivery of this Agreement, the consummation of the transaction provided for in this Agreement, and compliance with the terms of this Agreement will not conflict with, or result in a breach of, any other agreement of Seller or any judgment, order or decree of any court having jurisdiction over the Property. This Agreement and all documents signed by or to be signed by Seller in connection with this Agreement are, or when executed will be, legal, valid, and binding instruments enforceable against Seller in accordance with their respective terms and conditions.

3. To the best of Seller's current, actual knowledge, there is no pending or threatened litigation, proceeding, lien, or governmental investigation relating to the Property, and Seller has received no notice of any pending or threatened condemnation action affecting the Property, and Seller has received no such notice that any condemnation action is contemplated by any governmental authority.

B. Purchaser represents and warrants to the best of its current, actual knowledge to Seller the following, as of the date first written above, which representations and warranties will continue to be true and accurate as of the Closing:

1. Purchaser has, or prior to the Closing will have, duly and properly taken all actions required to be taken by or on the part of Purchaser to authorize the execution, delivery, and carrying out of this Agreement.

2. Purchaser is not a party to any contract, settlement, judicial order, or other agreement of any kind which would prohibit or otherwise restrict its ability to perform its obligations under and complete this transaction.

9. Assignment and Benefit.

A. Purchaser may, without Seller's consent, assign all its rights and obligations under this Agreement to an entity in which Purchaser or any principal of Purchaser holds an ownership or managing interest. Upon delivery of written notice to Seller and Title Company together with a copy of such assignment, Purchaser shall be forever released and discharged from all obligations under this Agreement and Purchaser's assignee shall be entitled and subject to all rights and obligations set forth in this Agreement.

B. This Agreement is binding on the parties and their permitted successors and assigns. But no other parties are intended beneficiaries of this Agreement.

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

11. Notices. Notices required by this Agreement must be written and must (i) delivered personally. (ii) delivered by USPS certified mail, return receipt requested, or (iii) delivered by UPS, FedEx or another national courier service. If acknowledged by the receiving party, notices may instead be made by e-mail. Notices shall be addressed and delivered to the following:

To Purchaser:

Magnus Capital Partners, LLC  
1415 Prairie Parkway, Apt. 209  
Wyoming, MI 49509  
Attention: Vishal Arora  
va@magnuscapitalpartners.com

To Seller:

Nicole Hofert, Wyoming Planning & Economic  
Development Director  
1155 28<sup>th</sup> St SW  
Wyoming, MI 49509-0905  
hofertn@wyomingmi.gov

With a copy to:

Honigman LLP  
650 Trade Center Way, Suite 200  
Kalamazoo, Michigan 49002  
Attn: Steven J. Rypma  
srypma@honigman.com

With a copy to:

Scott Smith  
Wyoming City Attorney  
1155 28<sup>th</sup> St SW  
Wyoming, MI 49509-0905  
smithsg@wyomingmi.gov

12. Failure to Secure Financing/Marketing Rights. If Purchaser, after submitting applications to the Michigan State Housing Development Authority (“**MSHDA**”) to finance Project utilizing MSHDA housing revenue bond financing paired with 4% low-income housing tax credits (“**LIHTC**”), or an allocation of 9% LIHTC, or a combination of the foregoing (collectively, the “**Financing Applications**”), does not receive an invitation from MSHDA to continue with such Financing Applications on terms and conditions that are acceptable to Purchaser on or before the date which is 12 months following the Effective Date, Purchaser shall be permitted to continue with such Financing Applications or at any time thereafter Purchaser shall have the right to engage a broker and otherwise take such actions as Purchaser deems necessary or appropriate to market the Property for sale to third parties (a “**Replacement Buyer**”). In such case, Purchaser agrees that it shall exercise commercially reasonable efforts to market the Property to Replacement Buyers who commit to develop the Property in a manner that would be similar to or compatible with the Project, subject to Seller’s termination right under subsection 12.D. However, if after exercising such commercially reasonable efforts, Purchaser is unable to locate such a Replacement Buyer, Purchaser’s marketing rights with respect to the Property shall be unrestricted but still subject to Seller’s termination right under subsection 12.D. (Commercially reasonable efforts includes, without limitation, listing the property for sale with a commercial and multi-family residential real estate broker that is active in the Greater Grand Rapids, Michigan commercial and multi-family residential real estate market, notifying and collaborating with The Right Place to make others aware of the Property’s availability, advising the MEDC about the availability of the Property, and taking other steps commonly employed by persons trying to market property for use for developments similar to the Project.) If Purchaser is successful in locating a Replacement Buyer, the following shall apply:

A. Conveyance. If Purchaser secures a Replacement Buyer prior to the Outside Closing Date (as it may be extended hereunder) and Seller does not exercise its right to terminate under subsection 12.D, then Seller shall direct deed the Property to the Replacement Buyer on the Closing Date selected by Purchaser in its Closing Notice and Seller shall be obligated shall pay the costs and expenses contemplated herein as if the Seller were conducting the Closing with Purchaser. If Purchaser is unable to secure a Replacement Buyer prior to the Outside Closing Date (as it may be extended hereunder), then Purchaser and Seller shall consummate the Closing and Purchaser shall thereafter be permitted to subsequently close on the sale of the Property to a Replacement Buyer.

B. Restrictions. If Purchaser secures a Replacement Buyer willing to develop the Property generally in accordance with the Project envisioned by this Agreement, Purchaser shall be permitted to record use restrictions against the Property to limit its use to only those uses that are permitted under the City of Wyoming’s zoning ordinance currently in effect for the Property, without variance or special use approvals and in accordance with this Agreement. If Purchaser is unable to secure a Replacement Buyer willing to develop the Property as contemplated in this Agreement, Seller shall be permitted to record use

restrictions against the Property to limit its use to only those uses that are permitted under the City of Wyoming's zoning ordinance currently in effect for the Property, without variance or special use approvals

C. Price Variance. If Purchaser consummates a closing with a Replacement Buyer prior to the Outside Closing Date or within a one (1) year period following the Outside Closing Date, and the purchase price that the Replacement Buyer pays to Purchaser for the Property is greater than the Purchase Price as set forth herein, then Purchaser and Seller shall split any such excess on a 50/50 basis after first reimbursing Purchaser and Seller for their out of pocket costs and expenses in connection with the Project, seeking the Financing Applications and the transaction contemplated hereby.

D. Seller Termination Right. If Purchaser identifies a Replacement Buyer for the Property prior to the Outside Closing Date, Seller shall have a one (1) time right to terminate this Agreement upon written notice to Purchaser, which shall be delivered not later than thirty (30) days following notification from Purchaser as to its identification of the Replacement Buyer (the "**Seller Termination Right**"). If Seller exercises the Seller Termination Right, the Deposit shall be immediately refunded to Purchaser and neither Purchaser nor Seller shall have any rights or remedies remaining under this Agreement.

13. Land Contract Option. If either: (a) following its submittal of the Financing Applications, Purchaser does not receive an invitation from MSHDA to proceed with either a 4% financing, 9% financing or combination of the two, on terms and conditions that are acceptable to Purchaser, or (b) Purchaser is unable to locate a Replacement Buyer on or before the Outside Closing Date (as it may be extended hereunder), Purchaser may elect to proceed to Closing by issuing a Closing Notice and pay the Purchase Price pursuant to the terms of a Land Contract (the "**Land Contract Option**"). Purchaser shall exercise the Land Contract Option by making such election in its Closing Notice. If Purchaser exercises the Land Contract Option, Purchaser shall prepare a form of Land Contract to be executed by Purchaser and Seller at the Closing (the "**Land Contract**"), which shall contain the following essential terms: (i) the land contract shall have a term of sixty (60) months (the "**Term**"); (ii) Purchaser shall make equal monthly payments to Seller on the first day of each month of the Term in an amount equal to the Purchase Price (plus or minus the closing prorations and adjustments as contemplated herein) amortized over a period of twenty-five (25) years at an interest rate equal to the prime rate (as published by the Wall Street Journal or if the Wall Street Journal should cease or temporarily interrupt publication, the daily average prime rate published in another business newspaper, or business section of a newspaper, of national standing) plus one percent (1%); (iii) at the conclusion of the Term, Purchaser shall be obligated to make a balloon payment equal to the unpaid balance of the Purchase Price plus accrued interest; and (iv) the Purchase Price may be prepaid by Purchaser at any time without penalty or premium.

14. City Infrastructure Projects. Purchaser and Seller agree and acknowledge that Seller is exploring several public infrastructure projects that could have a material beneficial or adverse impact on the Property and its suitability for the Project, including but not limited to a pedestrian bridge across 28th Street and the boulevarding of 28th Street (collectively, the "**Infrastructure Projects**"). It is acknowledged and agreed that all such Infrastructure Projects shall be at no cost to Purchaser. Seller agrees that Seller shall coordinate and consult with Purchaser in connection with the design, planning and construction of all such Infrastructure Projects to the extent that they will impact the Property or Project. If at any time prior to Closing, any Infrastructure Projects are reasonably likely, in Purchaser's reasonable discretion, to frustrate, cause a material delay or have any other material adverse impact on the Project, Purchaser's ability to secure financing for the Project based on the Financing Applications, or Purchaser's projected timeline for the commencement of construction or completion of the Project, Purchaser shall have the right to either (i) extend the Outside Closing Date to such date that is reasonably determined by Purchaser to account for the delays caused by the Infrastructure Projects; or (ii) terminate the Purchase Agreement and recover the Deposit.

15. Cooperation. Seller acknowledges and agrees that the Project may require certain infrastructure improvements that may be eligible for participation and financial assistance from Seller or other means of Seller support. Seller agrees to work cooperatively with Purchaser to explore such means and methods of supporting the Project, which shall involve regular meetings to discuss possible financing incentives for the Project and ways in which Seller can underwrite or offset Project construction or operating costs. Without limiting the generality of the foregoing, Seller acknowledges that Purchaser will be seeking a PILOT ordinance for the Project under MCL 125.1415a that will be critical to Purchaser's ability to acquire

financing for the Project based on the Financing Applications and for the construction and development of the Project. If Purchaser is unable to secure the PILOT ordinance for the Project prior to the Outside Closing Date on terms and conditions that are acceptable to Purchaser, Purchaser shall be permitted to terminate the Purchase Agreement and recover the Deposit.

16. General Provisions.

A. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all other agreements between the parties regarding its subject matter. Any waiver, alteration or modification of this Agreement will not be valid unless in writing signed by both parties.

B. Both parties had input into the drafting of this Agreement and had the advice of legal counsel before signing it. Therefore, this Agreement shall be construed as mutually drafted. The captions are only for reference and shall not affect its interpretation. However, the recitals are an integral part of this Agreement.

C. If further documentation is reasonably needed to effectuate the provisions and intent of this Agreement, each party shall sign and deliver such further documents as are reasonably needed without undue delay or conditions.

D. This Agreement may be signed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Signatures on this Agreement, as well as on any other documents to be executed under this Agreement, may be delivered by facsimile or electronic mail in lieu of an original signature, and the parties will treat facsimile signatures and electronic mail signatures as original signatures, and be bound by this provision. However, the deed shall be originally signed and in recordable form when delivered to Purchaser.

E. Time is of the essence of this Agreement and each of its provisions.

F. In the event of a default under this Agreement by Purchaser which continues uncured for a period of thirty (30) days following written notice thereof from Seller, Seller shall be permitted to terminate this Agreement in which case the Deposit shall be disbursed to Seller as liquidated damages as Seller' sole and exclusive remedy. In the event of a default under this Agreement by Seller which continues uncured for a period of thirty (30) days following written notice thereof from Purchaser, Purchaser may either: (i) terminate this Agreement in which case the Deposit shall be disbursed to Purchaser and Purchaser will be entitled to recover its actual, out of pocket expenses incurred in connection with this transaction; or (ii) initiate an action against Seller for specific performance of this Agreement.

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

“PURCHASER”

“SELLER”

**MAGNUS CAPITAL PARTNERS, LLC**

**WYOMING BROWNFIELD REDEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Tom Brann, Chair

Date signed: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Nicole Hofert, Secretary

Date signed: \_\_\_\_\_, 2022

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

Approved by a resolution of the Board of Directors of the Wyoming Brownfield Redevelopment Authority adopted on \_\_\_\_\_, 2022.

Approved by Resolution No. \_\_\_\_ of the City Council of the City of Wyoming adopted on \_\_\_\_\_, 2022.

## EXHIBIT A

### Legal Description of the Property

That part of the West 3/4 of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the intersection of the South line of 28th Street (100 feet wide) and a line 1827 feet East of and parallel with the West line of said Section; thence South along said line parallel with the West line of said Section 65 feet to the place of beginning; thence East perpendicular to said line 40 feet; thence South parallel with the West line of said Section 120 feet; thence West 40 feet; thence North 120 feet to the place of beginning. Together with an easement for ingress and egress as set forth in instrument recorded in Liber 1763 of Mortgages, Page 1249.

AND

All that part of the North 1/2 of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, described as: Commencing 1827 feet East along the North Section line from the Northwest corner of said Section; thence West along the Section line 1000 feet; thence South parallel with the West Section line 990 feet; thence East parallel with the North Section line 488.2 feet to the West 1/8 line of Section 14; thence South along said 1/8 line 4.4 feet; thence Easterly 511.8 feet to a point 992.43 feet South from the place of beginning; thence North parallel with the West Section line 992.43 feet to the place of beginning.

Excepting therefrom the following 4 parcels of land.

#### Exception 1:

Part of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 corner of said Section 14; thence North 88 degrees 11 minutes 47 seconds West 1164.13 feet along the North line of said Section 14; thence South 01 degrees 48 minutes 13 seconds West 75.82 feet to the Southerly right of way line of 28th Street and the point of beginning; thence Easterly 153.06 feet along a 34,492.48 foot radius curve to the left, the long chord of which bears South 88 degrees 37 minutes 06 seconds East 153.06 feet along said Southerly right of way line of 28th Street; thence South 88 degrees 44 minutes 44 seconds East 37.02 feet along said Southerly right of way line of 28th Street; thence South 45 degrees 24 minutes 35 seconds West 68.49 feet; thence Southeasterly 377.39 feet along a 263.50 foot radius curve to the left, the long chord of which bears South 41 degrees 38 minutes 28 seconds East 345.95 feet to the East line of the West 1827 feet as recorded (measured 1825.62 feet) of the Northwest 1/4 of said Section 14; thence South 00 degrees 24 minutes 13 seconds East 80.56 feet along said East line of the West 1827 feet as recorded (measured 1825.62 feet) of the Northwest 1/4 of Section 14; thence Northwesterly 493.88 feet along a 343.50 foot radius curve to the right, the long chord of which bears North 43 degrees 17 minutes 21 seconds West 452.43 feet; thence North 44 degrees 35 minutes 25 seconds West 87.56 feet to said Southerly right of way line of 28th Street and the point of beginning. Subject to all easements, restrictions, and rights of way of record.

#### Exception 2:

Part of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent

County, Michigan, described as: Commencing at the Northwest corner of said Section; thence South 88 degrees 11 minutes 47 seconds East 827.00 feet along the North line of said Section 14; thence South 00 degrees 24 minutes 13 seconds East 74.12 feet parallel with the West line of said Section 14 to a point on the South right of way line of 28th Street (130 foot wide right of way); thence South 87 degrees 34 minutes 15 seconds East 49.17 feet along said South right of way line; thence Easterly 201.95 feet along said South right of way line on a 34442.95 foot radius curve to the left, said curve having a central angle of 00 degrees 20 minutes 09 seconds, and a chord bearing South 87 degrees 44 minutes 49 seconds East 201.95 feet to the point of beginning; thence continuing Easterly 228.45 feet along said South right of way line on a 34442.95 foot radius curve to the left, said curve having a central angle of 00 degrees 22 minutes 49 seconds, and a chord bearing South 88 degrees 06 minutes 18 seconds East 228.53 feet; thence South 00 degrees 24 minutes 13 seconds East 381.59 feet parallel with the West line of said Section 14; thence North 88 degrees 20 minutes 01 seconds West 228.50 feet; thence North 00 degrees 24 minutes 13 seconds West 382.51 feet parallel with the West line of said Section 14 to the point of beginning.

Exception 3:

Part of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the Northwest corner of said Section 14; thence South 88 degrees 11 minutes 56 seconds East 827.00 feet along the North line of said Section 14; thence South 00 degrees 24 minutes 13 seconds East 460.00 feet along the East line of the West 827 feet of said Northwest 1/4 to the place of beginning of this description; thence South 88 degrees 22 minutes 14 seconds East 558.12 feet; thence South 01 degrees 37 minutes 39 seconds West 568.98 feet to the North line of Prairie Parkway; thence North 88 degrees 22 minutes 21 seconds West 537.94 feet along said North line to the East line of the West 827 feet of said Northwest 1/4; thence North 00 degrees 24 minutes 13 seconds West 569.35 feet along said East line to the place of beginning.

Exception 4:

Part of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the Northwest corner of said Section 14; thence South 88 degrees 11 minutes 56 seconds East 827.00 feet along the North line of said Section 14; thence South 00 degrees 24 minutes 13 seconds East 460.00 feet along the East line of the West 827 feet of said Northwest 1/4; thence South 88 degrees 22 minutes 14 seconds East 558.12 feet to the place of beginning of this description; thence South 88 degrees 22 minutes 14 seconds East 441.77 feet to the East line of the West 1827 feet of said Northwest 1/4; thence South 00 degrees 24 minutes 13 seconds West 569.32 feet along said East line to the North line of Prairie Parkway; thence North 88 degrees 22 minutes 21 seconds West 461.94 feet along said North line; thence North 01 degrees 37 minutes 39 seconds East 568.98 feet to the place of beginning.

## EXHIBIT B

### Permitted Exceptions

1. Easement granted to Consumers Energy Company recorded in Liber 58M, Page 58.
2. Easement granted to Consumers Energy Company recorded in Liber 59M, Page 351.
3. Right of Way for highway vested in state highway commissioner by instrument recorded in Liber 767, Page 394.
4. Right of Way for highway vested in state highway commissioner by instrument recorded in Liber 767, Page 430.
5. Declaration of Easements, Covenants and Restrictions as recorded in Liber 1763, Page 1249.
6. Easement for Construction and Maintenance of Sewers and Watermains as recorded in Liber 1932, Page 1213.
7. Right of Way for highway purposes vested in City of Wyoming by instrument recorded in Liber 2425, Page 333.
8. Right of Way for highway purposes vested in City of Wyoming by instrument recorded in Liber 2425, Page 335.
9. Easement granted to Michigan Bell Telephone Company recorded in Liber 2523, Page 54.
10. Easement granted to Michigan Bell Telephone Company recorded in Liber 2523, Page 56.
11. Right of Way for highway purposes vested in City of Wyoming by instrument recorded in Liber 2554, Page 523.
12. Driveway Location Affidavit as recorded in Liber 2752, Page 56.
13. Easement to UACC Midwest, Inc. d/b/a TCI Cablevision of West Michigan, Inc. recorded in Liber 3229, Page 462.
14. Easement for utility purposes vested in City of Wyoming by instrument recorded in Instrument No. 20161027-0095087.
15. Covenants, conditions and restrictions as contained in instrument recorded in Liber 2244, Page 855.
16. Right of Way for highway purposes vested in City of Wyoming by instrument recorded in Liber 2426, Page 1328.

EXHIBIT C

Identified Exceptions

1. Easement granted to Consumers Energy Company recorded in Liber 2015, Page 652.
2. Easement granted to Consumers Energy Company recorded in Liber 2142, Page 922.
3. Lessee's interest of FWV, LLC, a Michigan limited liability company and the terms, conditions and provisions contained in the lease between Jack Loeks Theatres, Inc., a Michigan corporation, as lessor and FWV, LLC, a Michigan limited liability company, as lessee. Said lease being disclosed by the instrument recorded in Liber 5494, Page 1075.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO DEDICATE EAGLE GLEN AVENUE IN GREENS OF WYOMING PLAT  
PHASE 2 LOCATED WITHIN THE CITY OF WYOMING TO BE INCLUDED IN THE  
MUNICIPAL STREET SYSTEM

WHEREAS:

1. The City of Wyoming has approved and accepted the Eagle Glen Avenue street improvements in the Greens of Wyoming plat Phase 2 located within its corporate limits.
2. It is necessary for the City of Wyoming to furnish certain information to the State of Michigan for the purpose of obtaining funds under Act 51 of 1951.
3. Said street is located within the City of Wyoming and is under the control of the City of Wyoming Street System.

NOW, THEREFORE, BE IT RESOLVED:

1. That Eagle Glen Avenue located within the Greens of Wyoming plat Phase 2 is located within the City of Wyoming and is under control of the City of Wyoming.
2. Said street is a public street and is for public street purposes.
3. Said street is accepted into the City of Wyoming Local Street System and was open to the public prior to December 31, 2021.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 21, 2022.

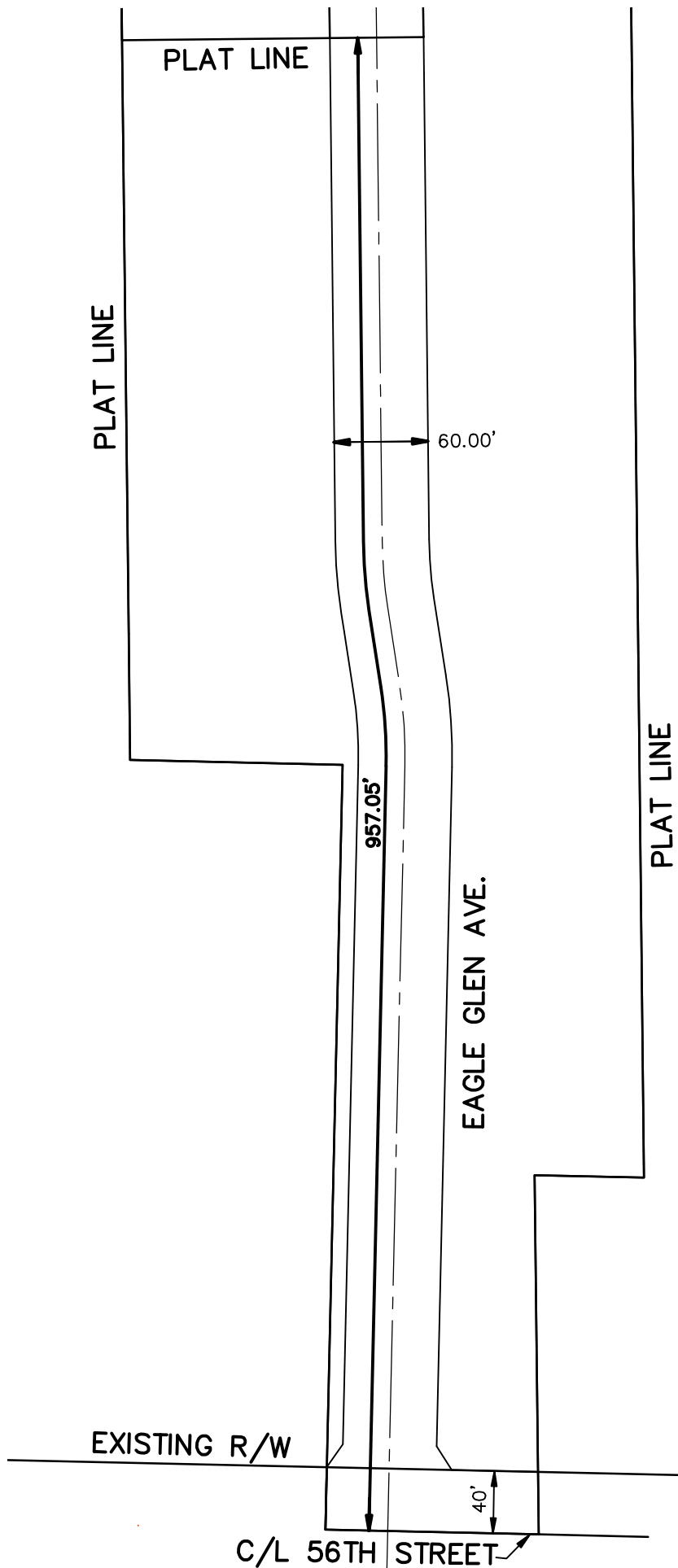
\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Centerline Drawing  
Final Plat Approval

Resolution No. \_\_\_\_\_

# GREENS OF WYOMING PHASE 2



SCALE: 1" = 100'

EAGLE GLEN AVE. 957.05'

RESOLUTION NO. 27151

RESOLUTION TO GRANT FINAL PLAT APPROVAL TO THE PROPOSED  
GREENS OF WYOMING SUBDIVISION PHASE 2

WHEREAS:

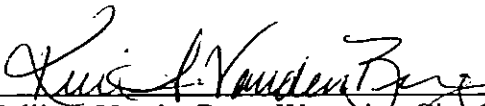
1. The City of Wyoming strives to provide quality housing throughout the community. The proposed subdivision will provide 39 residential lots to complement this endeavor.
2. The proposed Greens of Wyoming Subdivision will integrate with the adjoining residential subdivisions to the east and provides an appropriate development of a vacant site.
3. The proposed subdivision complies with the City’s Master Plan, Zoning Ordinance and Subdivision Ordinance.
4. City Council granted preliminary plat final approval of Phase 2 of the proposed subdivision at its September 3, 2019 meeting.
5. City Council granted a 120-day extension for preliminary plat final approval, in accordance with Chapter 74 Subdivisions, at its July 6, 2021 meeting.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Final Plat Approval for Greens of Wyoming Subdivision Phase 2.

Moved by Councilmember:		DeKryger
Seconded by Councilmember:		Postler
Motion Carried	Yes	7
	No	0

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 October 18, 2021.

  
 \_\_\_\_\_  
 Kelli A. Vandenberg, Wyoming City Clerk

October 13, 2021

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Final Plat Approval for Greens of Wyoming Phase 2 (Westview Capital LLC)

Recommendation: To grant final plat approval

Dear Ms. VandenBerg,

Westview Capital LLC has requested final plat approval for Phase 2 of the Greens of Wyoming Subdivision. The platting of subdivisions is a multi-step process.

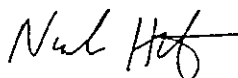
A detailed review of the request is available in the attached supportive materials. Following please find some general information.

The petitioner proposes 39 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering, was granted by Planning Commission on June 21, 2016 and City Council on July 5, 2016.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Preliminary Plat – Final Approval was granted by Planning Commission on August 20, 2019 and City Council on September 3, 2019. City Council subsequently granted a 120-day extension for this approval on July 5, 2021.

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development. Per Sec. 74-242 City Council shall consider the final plat and review for conformance with the ordinance. The applicant has complied with the requirements of Sec. 74-241.

Respectfully submitted,



Nicole Hofert, Director  
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager

community • safety • stewardship

CITY COUNCIL

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

Russ Henckel, Assistant Director of P.W./Engineering  
Scott Smith, City Attorney





# GREENS OF WYOMING NO. 2

PART OF THE NW 1/4, SECTION 35, T6N, R12W,  
CITY OF WYOMING, KENT COUNTY, MICHIGAN  
SHEET 3 OF 3

### SURVEYOR'S CERTIFICATE

I, KENNETH J. VIERZEN, SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT DESCRIBED AS FOLLOWS: GREENS OF WYOMING NO. 2, PART OF THE NORTHWEST 1/4 OF SECTION 35, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 35, THENCE S01°32'00"E 1844.71 FEET ALONG THE EAST LINE OF SAID NORTHWEST 1/4 AND THE EAST LINE OF GREENS OF WYOMING (AS RECORDED IN INSTRUMENT NUMBER 201910220081529) AND THE WEST LINE OF PALMER PARK PLAT NO. 2 (AS RECORDED IN LIBER 98 OF PLATS, PAGE 41 AND 42) TO THE SOUTHEAST CORNER OF SAID GREENS OF WYOMING AND THE POINT OF BEGINNING, THENCE CONTINUING S01°32'00"E 777.36 FEET ALONG SAID EAST LINE OF SAID NORTHWEST 1/4 AND SAID WEST LINE OF SAID PALMER PARK PLAT NO. 2 AND THE WEST LINE OF PALMER HILLS CONDOMINIUM (KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 515 AS RECORDED IN INSTRUMENT NO. 20200401-0151825), THENCE N89°36'44"W 79.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4, THENCE S01°32'00"E 230.00 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1/4, THENCE N89°36'44"W 136.43 FEET ALONG SAID SOUTH LINE, THENCE N02°25'17"E 488.72 FEET, THENCE N89°36'44"W 136.00 FEET TO THE WEST LINE OF THE EAST 320.00 FEET OF SAID NORTHWEST 1/4, THENCE N01°32'00"W 480.06 FEET ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID GREENS OF WYOMING, THENCE N89°36'44"W 192.82 FEET ALONG THE SOUTH LINE OF SAID GREENS OF WYOMING, THENCE N01°32'00"W 48.74 FEET ALONG SAID SOUTH LINE, THENCE N89°36'44"W 133.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

CONTAINS 18 LOTS, 2 PRIVATE PARKS AND 5.48 ACRES

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SAID LAND THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT, THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY AS REQUIRED BY THE ACT, THAT THE ACCURACY OF SURVEY IS WITHIN THE LIMITS REQUIRED BY THE ACT, THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY THE ACT AND AS EXPLAINED IN THE LEGEND

September 20, 2021

EXCEL ENGINEERING INC  
5252 CLYDE PARK S.W  
GRAND RAPIDS, MI 49508-8724

*Kenneth J. Vierzen*  
KENNETH J. VIERZEN, VICE PRESIDENT  
PROFESSIONAL SURVEYOR NO. 4001251421



### PROPRIETOR'S CERTIFICATE

WESTVIEW CAPITAL, LLC, 2185 E. CENTRE STREET, PORTAGE, MICHIGAN 49002, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY ITS MANAGER, GREEN HOLDINGS, LLC, A LIMITED LIABILITY COMPANY, BY THOMAS M. LARAHEL, VICE PRESIDENT, AS PROPRIETOR, HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC, THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT, THAT EAGLE GLEN PARK AND MULLIGAN PARK ARE PRIVATE PARKS FOR THE USE OF THE GREENS OF WYOMING HOMEOWNERS ASSOCIATION

WESTVIEW CAPITAL, LLC  
2185 E. CENTRE STREET  
PORTAGE, MICHIGAN 49002

STATE FILE NUMBER E15007  
FILED ON NOVEMBER 13, 2008

BY: GREEN HOLDINGS, LLC, ITS MANAGER  
2185 E. CENTRE STREET  
PORTAGE, MICHIGAN 49002

STATE FILE NUMBER D11809  
FILED ON DECEMBER 8, 2008

*Thomas M. Larahel*  
BY: THOMAS M. LARAHEL, VICE PRESIDENT

### ACKNOWLEDGMENT STATE OF MICHIGAN COUNTY OF KENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20th DAY OF SEPTEMBER, 2021, BY THOMAS M. LARAHEL, VICE PRESIDENT OF GREEN HOLDINGS, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, MANAGER OF WESTVIEW CAPITAL, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY.

*James A. Swanson*  
JAMES A. SWANSON  
NOTARY PUBLIC, KENT COUNTY, MICHIGAN  
MY COMMISSION EXPIRES 01/09/2027

### RECORDING CERTIFICATE

STATE OF MICHIGAN  
COUNTY OF KENT )  
THIS PLAT WAS RECEIVED FOR RECORD ON THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2021, AT \_\_\_\_\_ M AND RECORDED IN  
INSTRUMENT NO. \_\_\_\_\_

LISA PORTHOMUS LYONS, REGISTER OF DEEDS

TREASURER'S CERTIFICATE  
THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE 3 YEARS PRECEDING \_\_\_\_\_, 2021, INVOLVING THE LANDS INCLUDED IN THIS PLAT.

PETER F. MACGREGOR, KENT COUNTY TREASURER

COUNTY DRAIN COMMISSIONER'S CERTIFICATE  
APPROVED ON \_\_\_\_\_, 2021, AS COMPLYING WITH 1967 PA 288, MCL 500.192 AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF KENT.

KENNETH YONKER, DRAIN COMMISSIONER

DATE: \_\_\_\_\_

### MUNICIPAL CERTIFICATE

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WYOMING AT A MEETING HELD \_\_\_\_\_, 2021, AND HAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH 1967 PA 288, MCL 500.191 TO 500.293. THE CITY DOES HAVE THE PROPERLY ADOPTED ZONING AND SUBDIVISION CONTROL ORDINANCES WITH REFERENCE TO SECTION 148(4) AND 198 OF 1967 PA 288, AND THE CITY HAVES THE MAXIMUM LOT SIZE REQUIREMENTS, PUBLIC SEWER SERVICES AND PUBLIC WATER SERVICES HAVE BEEN INSTALLED AND ARE READY FOR CONNECTION SURETY FOR THE INSTALLATION OF LOT CORNERS AND MONUMENTS HAS BEEN POSTED AND EXPIRES WITHIN ONE YEAR OF THE ABOVE DATE.

RELLI VANDENBERG, CITY CLERK

DATE: \_\_\_\_\_

### COUNTY PLAT BOARD CERTIFICATE

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE KENT COUNTY PLAT BOARD ON \_\_\_\_\_, 2021, AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF 1967 PA 288, MCL 500.101 TO 500.293, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS

MANDY BOLTER, BOARD CHAIRMAN  
BOARD OF COMMISSIONERS

LISA PORTHOMUS LYONS, COUNTY CLERK  
REGISTER OF DEEDS

PETER F. MACGREGOR  
KENT COUNTY TREASURER

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO  
EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF  
TRANSPORTATION FOR THE RESURFACING OF  
36<sup>th</sup> STREET FROM BURLINGAME AVENUE TO CLYDE PARK AVENUE

WHEREAS:

1. The City of Wyoming, in cooperation with the Michigan Department of Transportation (MDOT), proposes to resurface 36th Street in Wyoming, from Burlingame Avenue to Clyde Park Avenue.
2. Proposed improvements include milling the existing asphalt surface and replacing with new hot mix asphalt, fixing damaged curb and gutter and other necessary work.
3. The Michigan Department of Transportation has submitted the attached City-State Agreement outlining the rights and obligations for the parties.
4. The anticipated cost for Wyoming's share, based upon the engineer's estimate, is approximately \$182,000, which can be financed out of the Major Streets Fund Account No. 202-441-46300-972.510.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute the attached Agreement with MDOT for the resurfacing of 36th Street in Wyoming from Burlingame Avenue to Clyde Park Avenue.
2. The City Council does hereby 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 March 21, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Budget Amendment  
Staff Report  
Agreement

Resolution No. \_\_\_\_\_

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: March 21, 2022**

**Budget Amendment No. 060**

To the Wyoming City Council:

A budget amendment is requested to appropriate \$200,000 of additional budgetary authority to provide the necessary funds for the resurfacing of 36th Street from Burlingame to Clyde Park as part of a Local Agency Program project and MDOT.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Major Streets Fund</u></b>				
Public Works - Street Maintenance - Capital Outlay Street Resurfacing				
202-441-46300-972.510	2,652,182.96	200,000.00		2,852,182.96
Fund Balance/Working Capital (Fund 202)		<u>0.00</u>	<u>200,000.00</u>	

Recommended: *Jodi Genchar*  
 Finance Director

\_\_\_\_\_  
 City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

\_\_\_\_\_  
 City Clerk

## STAFF REPORT

Date: March 7, 2022

Subject: 36th Street Resurfacing – City/State Agreement

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

Date of Meeting: March 21, 2022

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### **RECOMMENDATION:**

It is recommended City Council authorize the Mayor and Clerk execute an agreement with the Michigan Department of Transportation (MDOT) outlining the rights and obligations of each party for the resurfacing of 36th Street in Wyoming from Burlingame Avenue to Clyde Park Avenue. The City of Wyoming's estimated share of the project is \$182,000 plus engineering and testing.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Wyoming continually maintains streets to promote safe and efficient vehicular travel for the residents of Wyoming. Wyoming was fortunate to receive funding from MDOT for the resurfacing of a one-mile length of 36th Street in Wyoming. The project includes milling the asphalt surface, replacing damaged concrete curb and gutter, and repaving with new asphalt surface. The project will add to the economic strength of our community.

### **DISCUSSION:**

Attached is a City–State Agreement between the City of Wyoming and the Michigan Department of Transportation outlining the rights and obligations associated with the resurfacing of 36th Street from Burlingame Avenue to Clyde Park Avenue in Wyoming. The agreement is based upon anticipated costs from the engineer's estimate and participating amounts of the project. Wyoming's share of the \$800,000 dollar project is \$182,000 plus other engineering costs to administer the project.

### **BUDGET IMPACT:**

Funds can be financed out of the Major Streets Fund Account No. 202-441-46300-972.510, but a budget amendment is necessary.

STP

DA

Control Section	STU 41000
Job Number	205529CON
Project	22A0278
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5048

### PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Wyoming, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 25, 2022, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing, concrete curb and gutter, sidewalk and curb ramps and permanent pavement markings along 36<sup>th</sup> Street from Burlingame Avenue to Clyde Park Avenue; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

#### SURFACE TRANSPORTATION PROGRAM

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

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

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing

adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$618,207, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation

corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
  
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WYOMING

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:



February 25, 2022

EXHIBIT I

CONTROL SECTION	STU 41000
JOB NUMBER	205529CON
PROJECT	22A0278

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$799,700
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$799,700
Less Federal Funds*	<u>\$618,207</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$181,493

\*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AWARD THE BID FOR THE  
2022 WYOMING RESURFACING PROGRAM AND TO AUTHORIZE  
THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. On March 8, 2022, the City received six (6) bids for the 2022 Wyoming Resurfacing Program with Michigan Paving and Materials Co., submitting the low bid of \$1,469,801.81.
2. The bid is \$362,301.03 or 19.8% below the Engineer's Estimate and is in the best interest of the City to perform the aforementioned work.
3. The costs for this project can be financed out of the Major Streets Fund, Local Streets Fund and Kelloggsville Park Capital Outlay, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the 2022 Wyoming Resurfacing Program to Michigan Paving and Materials Co. in the amount of \$1,469,801.81 and approves the attached budget amendment.
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 March 21, 2022.

\_\_\_\_\_  
Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment  
Staff Report  
Bid Comparison  
Contract Form  
Map

Resolution No. \_\_\_\_\_

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: March 21, 2022**

**Budget Amendment No. 062**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$1,337,072.25 of additional budgetary authority to provide the necessary funds to accommodate the 2022 Local Resurfacing Project.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Major Streets Fund</u></b>				
Capital Revolving - Public Works - Local Streets - Local Streets Construction 400-441-50300-972.503	\$0	\$700,000		700,000.00
Capital Revolving - Public Works - Major Streets - Major Streets Construction 400-441-50200-972.502	\$710,000		\$700,000.00	10,000.00
<u>Fund Balance/Working Capital (Fund 400)</u>		<u>0.00</u>	<u>0.00</u>	
Local Streets - Public Works - Street Maintenance - Capital Outlay Street Resurfacing 203-441-46300-972.510	\$227,928	\$637,072		865,000.00
<u>Fund Balance/Working Capital (Fund 203)</u>		<u>0.00</u>	<u>637,072</u>	
Major Streets - Public Works - Street Maintenance - Capital Outlay Street Resurfacing 202-441-46300-972.510	\$2,652,183		\$637,072	2,015,111
<u>Fund Balance/Working Capital (Fund 202)</u>		<u>637,072</u>	<u>0.00</u>	

Recommended: Jodi Yonchar  
Finance Director

\_\_\_\_\_  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

\_\_\_\_\_  
City Clerk

## STAFF REPORT

Date: March 8, 2022  
Subject: 2022 Wyoming Resurfacing Program – Award of Bid  
From: Jeffrey Oonk, Senior Civil Engineer  
Cc: Rebecca Rynbrandt, Director of Community Services  
Meeting Date: March 21, 2022

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### RECOMMENDATION:

It is recommended City Council award the 2022 Wyoming Resurfacing Program to Michigan Paving and Materials Co. in the amount of \$1,469,801.81.

### COMMUNITY, SAFETY, STEWARDSHIP:

Street resurfacing maintains the infrastructure that allows for safe, convenient and efficient vehicular travel within Wyoming.

### DISCUSSION:

Part of the City of Wyoming's annual major maintenance of streets includes rotomilling and resurfacing asphalt pavement. The 2022 Wyoming Resurfacing Program includes locations throughout the City as shown on the attached map. These streets are currently in need of repair to extend the life of the pavement section. Additionally, this project award provides for replacement of the Kelloggsville Park entrance and parking lot.

On March 8, 2022, the City of Wyoming received six (6) bids for the 2022 Wyoming Resurfacing Program. Michigan Paving and Materials Co. submitted the low bid of \$1,469,801.81 which is 19.8% below the Engineer's Estimate.

### BUDGET IMPACT:

Street resurfacing can be financed out of the Major Streets Fund account number 202-441-46300-972.510, the Local Streets Fund account number. 203-441-46300-972.510 and CIP Local Street Fund 400-441-50300-972.503, but a budget amendment is necessary. Kelloggsville Park parking lot replacement can be financed out of the Kelloggsville Park Capital Outlay account number 208-752-75600-975.117.

Resurfacing Contract	\$1,469,801.81
Engineering & Contingencies	<u>230,198.19</u>
Project Cost	\$1,700,000.00
Local Streets Fund	\$ 865,000.00
CIP Local Streets Fund	700,000.00
Major Streets Fund	65,000.00
Kelloggsville Park Capital Outlay	<u>70,000.00</u>
Total Project Funding	\$1,700,000.00

## Bid Comparison

**Contract ID:** 2022.01  
**Description:** Areawide Resurfacing  
**Location:** Areawide Resurfacing  
**Projects(s):** 2022.01

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$1,832,102.84	24.64%	0.00%
1	(_23) Michigan Paving & Materials Co.	\$1,469,801.81	0.00%	-19.77%
2	(08551) Superior Asphalt, Inc.	\$1,624,455.00	10.52%	-11.33%
3	(_21) Rieth-Riley Construction	\$1,674,765.95	13.94%	-8.58%
4	(_14) Wyoming Excavators, Inc.	\$1,717,861.35	16.87%	-6.23%
5	(_1) Nagel Construction, Inc.	\$1,725,699.50	17.41%	-5.80%
6	(_9) Kamminga & Roodvoets, Inc	\$1,896,744.41	29.04%	3.52%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Michigan Paving & Materials Co.		(2) Superior Asphalt, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LSUM	\$100,000.00	\$100,000.00	\$55,780.00	\$55,780.00	\$91,829.25	\$91,829.25
	MOBILIZATION								
0002	1008	4,705	Ft	\$12.00	\$56,460.00	\$11.50	\$54,107.50	\$11.00	\$51,755.00
	REMOVE CURB AND GUTTER								
0003	1035	1,676	Syd	\$12.00	\$20,112.00	\$11.50	\$19,274.00	\$11.00	\$18,436.00
	REMOVE SIDEWALK								
0004	1040	200	Syd	\$10.00	\$2,000.00	\$11.50	\$2,300.00	\$11.00	\$2,200.00
	REMOVE BASE								
0005	1045	798	Syd	\$12.00	\$9,576.00	\$11.50	\$9,177.00	\$11.00	\$8,778.00
	REMOVE PAVEMENT								
0006	1050	250	Ft	\$5.00	\$1,250.00	\$2.00	\$500.00	\$2.00	\$500.00
	REMOVE PAVEMENT MARKING								
0007	1082	1	LSUM	\$1,000.00	\$1,000.00	\$2,475.00	\$2,475.00	\$1,400.00	\$1,400.00
	REMOVE FOUNDATION								
0008	1142	137	Ea	\$263.00	\$36,031.00	\$125.00	\$17,125.00	\$100.00	\$13,700.00
	REMOVE EX COVER AND CASTINGS								
0009	1208	1,250	Syd	\$1.50	\$1,875.00	\$2.00	\$2,500.00	\$2.00	\$2,500.00
	COLD MILL - 2"								
0010	1212	57,614	Syd	\$2.20	\$126,750.80	\$0.42	\$24,197.88	\$1.00	\$57,614.00
	COLD MILL - 3"								
0011	1218	900	Syd	\$2.10	\$1,890.00	\$3.00	\$2,700.00	\$2.00	\$1,800.00
	COLD MILL - 4"								
0012	1550	67	Syd	\$20.00	\$1,340.00	\$16.00	\$1,072.00	\$10.00	\$670.00
	REMOVE CONCRETE								
0013	4022	1	Ea	\$900.00	\$900.00	\$770.00	\$770.00	\$800.00	\$800.00
	CONCRETE FLAT TOP ON EX DRAINAGE STRUCTURE								
0014	4031	127	Ea	\$560.00	\$71,120.00	\$440.00	\$55,880.00	\$500.00	\$63,500.00
	COVER AND CASTING								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Michigan Paving & Materials Co.		(2) Superior Asphalt, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0015	4033	4	Ea	\$600.00	\$2,400.00	\$690.00	\$2,760.00	\$750.00	\$3,000.00
	CATCH BASIN COVER AND CASTING - DOUBLE								
0016	5065	13	Ea	\$450.00	\$5,850.00	\$495.00	\$6,435.00	\$400.00	\$5,200.00
	ADJUST EX VALVE BOX								
0017	5067	11	Ea	\$150.00	\$1,650.00	\$111.00	\$1,221.00	\$130.00	\$1,430.00
	NEW VALVE BOX, TOP ONLY								
0018	6010	200	Syd	\$10.00	\$2,000.00	\$11.00	\$2,200.00	\$12.00	\$2,400.00
	PLACE SAND CLII SUBBASE (AS REQUIRED)								
0019	6139	67	Syd	\$11.00	\$737.00	\$15.00	\$1,005.00	\$13.00	\$871.00
	4" AGGREGATE BASE (CIP)								
0020	6145	200	Syd	\$16.00	\$3,200.00	\$25.00	\$5,000.00	\$19.00	\$3,800.00
	8" AGGREGATE BASE (CIP)								
0021	6210	5,585	Sft	\$3.85	\$21,502.25	\$4.85	\$27,087.25	\$4.85	\$27,087.25
	SIDEWALK RAMP, 4"								
0022	6215	60	Sft	\$6.00	\$360.00	\$6.00	\$360.00	\$6.00	\$360.00
	SIDEWALK RAMP, ADA (6")								
0023	6217	618	Ft	\$68.00	\$42,024.00	\$70.00	\$43,260.00	\$70.00	\$43,260.00
	DETECTABLE WARNING PLATES								
0024	6220	60	Ft	\$22.85	\$1,371.00	\$22.00	\$1,320.00	\$22.00	\$1,320.00
	CONCRETE GUTTER, 48"								
0025	6240	4,645	Ft	\$20.45	\$94,990.25	\$18.00	\$83,610.00	\$18.00	\$83,610.00
	CONCRETE CURB AND GUTTER, 30"								
0026	6270	8,420	Sft	\$4.00	\$33,680.00	\$3.20	\$26,944.00	\$3.20	\$26,944.00
	CONCRETE SIDEWALK, 4"								
0027	6271	520	Sft	\$5.50	\$2,860.00	\$4.50	\$2,340.00	\$4.50	\$2,340.00
	CONCRETE SIDEWALK, 6"								
0028	6272	300	Sft	\$7.00	\$2,100.00	\$6.50	\$1,950.00	\$6.50	\$1,950.00
	CONCRETE SIDEWALK, 8"								
0029	6295	181	Ea	\$467.67	\$84,648.27	\$450.00	\$81,450.00	\$435.00	\$78,735.00
	ADJUST CASTINGS								
0030	6305	45	Ton	\$140.00	\$6,300.00	\$224.35	\$10,095.75	\$125.00	\$5,625.00
	HAND PATCHING								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Michigan Paving & Materials Co.		(2) Superior Asphalt, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0031	6348	175	Ton	\$84.00	\$14,700.00	\$86.65	\$15,163.75	\$95.00	\$16,625.00
	HMA MIXTURE - 5E3								
0032	6354	5,210	Ton	\$84.00	\$437,640.00	\$72.53	\$377,881.30	\$78.00	\$406,380.00
	HMA MIXTURE - 5E1								
0033	6362	5,451	Ton	\$84.00	\$457,884.00	\$72.69	\$396,233.19	\$76.00	\$414,276.00
	HMA MIXTURE - 3C								
0034	6380	388	Ton	\$84.00	\$32,592.00	\$70.43	\$27,326.84	\$90.00	\$34,920.00
	HMA MIXTURE - 13A								
0035	6382	371	Ton	\$84.00	\$31,164.00	\$75.35	\$27,954.85	\$90.00	\$33,390.00
	HMA MIXTURE - 36A								
0036	6590	60	Ft	\$0.20	\$12.00	\$1.05	\$63.00	\$1.05	\$63.00
	PAVT MRKG, WATERBORNE, 4" WHITE								
0037	6592	1,467	Ft	\$0.20	\$293.40	\$1.05	\$1,540.35	\$1.05	\$1,540.35
	PAVT MRKG, WATERBORNE, 4" YELLOW								
0038	6597	2	Ea	\$100.00	\$200.00	\$130.00	\$260.00	\$130.00	\$260.00
	PAVT MRKG, WATERBORNE, LEFT TURN ARROW								
0039	6602	4	Ea	\$100.00	\$400.00	\$120.00	\$480.00	\$120.00	\$480.00
	PAVT MRKG, WATERBORNE, SHARROW SYMBOL								
0040	6603	48	Ft	\$5.00	\$240.00	\$8.00	\$384.00	\$8.00	\$384.00
	PAVT MRKG, WATERBORNE, 24" CROSSWALK								
0041	6604	48	Ft	\$5.00	\$240.00	\$8.00	\$384.00	\$8.00	\$384.00
	PAVT MRKG, WATERBORNE, 24" STOP BAR								
0042	7005	3,249	Syd	\$6.00	\$19,494.00	\$8.00	\$25,992.00	\$8.00	\$25,992.00
	TOP SOIL 4" SCREENED								
0043	7015	3,249	Syd	\$1.03	\$3,346.47	\$1.00	\$3,249.00	\$2.00	\$6,498.00
	CLASS A SEED HYDRO-MULCH								
0044	8000	1	LSUM	\$20,000.00	\$20,000.00	\$17,700.00	\$17,700.00	\$15,000.00	\$15,000.00
	FLAG CONTROL								
0045	8010	1	LSUM	\$50,000.00	\$50,000.00	\$19,250.00	\$19,250.00	\$53,805.00	\$53,805.00
	MINOR TRAFFIC CONTROL DEVICES								
0046	8115	250	Ea	\$25.00	\$6,250.00	\$24.00	\$6,000.00	\$24.00	\$6,000.00
	42 INCH CHANNELIZING DEVICE - FURNISHED								

Line	Pay Item Code	Quantity	Units	Description	(0) ENGINEER'S ESTIMATE		(1) Michigan Paving & Materials Co.		(2) Superior Asphalt, Inc.	
					Bid Price	Total	Bid Price	Total	Bid Price	Total
0047	8116	250	Ea	42 INCH CHANNELIZING DEVICE - OPERATED	\$1.00	\$250.00	\$1.00	\$250.00	\$1.00	\$250.00
0048	8120	2	Ea	LIGHTED ARROW TYPE A - FURNISHED	\$500.00	\$1,000.00	\$950.00	\$1,900.00	\$950.00	\$1,900.00
0049	8121	2	Ea	LIGHTED ARROW TYPE A - OPERATED	\$100.00	\$200.00	\$250.00	\$500.00	\$250.00	\$500.00
0050	8122	4	Ea	MESSAGE BOARD - FURNISHED	\$4,500.00	\$18,000.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00
0051	8123	4	Ea	MESSAGE BOARD - OPERATED	\$500.00	\$2,000.00	\$1.00	\$4.00	\$1.00	\$4.00
0052	9997	97	Ft	_ PAVT MRKG, WATERBORNE, 4" BLUE	\$0.20	\$19.40	\$1.95	\$189.15	\$1.95	\$189.15
0053	9998	2	Ea	_ PAVT MRKG, WATERBORNE, BLUE, HANDICAP SYMBOL	\$100.00	\$200.00	\$100.00	\$200.00	\$100.00	\$200.00
<b>Bid Totals:</b>						<b>\$1,832,102.84</b>		<b>\$1,469,801.81</b>		<b>\$1,624,455.00</b>

Line	Pay Item Code	Quantity	Units	(3) Rieth-Riley Construction		(4) Wyoming Excavators, Inc.		(5) Nagel Construction, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LSUM	\$83,000.00	\$83,000.00	\$84,200.00	\$84,200.00	\$125,000.00	\$125,000.00
	MOBILIZATION								
0002	1008	4,705	Ft	\$11.50	\$54,107.50	\$14.00	\$65,870.00	\$12.00	\$56,460.00
	REMOVE CURB AND GUTTER								
0003	1035	1,676	Syd	\$11.50	\$19,274.00	\$14.00	\$23,464.00	\$11.00	\$18,436.00
	REMOVE SIDEWALK								
0004	1040	200	Syd	\$11.50	\$2,300.00	\$14.00	\$2,800.00	\$11.00	\$2,200.00
	REMOVE BASE								
0005	1045	798	Syd	\$11.50	\$9,177.00	\$14.00	\$11,172.00	\$11.00	\$8,778.00
	REMOVE PAVEMENT								
0006	1050	250	Ft	\$3.00	\$750.00	\$2.00	\$500.00	\$3.00	\$750.00
	REMOVE PAVEMENT MARKING								
0007	1082	1	LSUM	\$2,475.00	\$2,475.00	\$3,500.00	\$3,500.00	\$1,400.00	\$1,400.00
	REMOVE FOUNDATION								
0008	1142	137	Ea	\$125.00	\$17,125.00	\$150.00	\$20,550.00	\$225.00	\$30,825.00
	REMOVE EX COVER AND CASTINGS								
0009	1208	1,250	Syd	\$1.10	\$1,375.00	\$2.00	\$2,500.00	\$2.00	\$2,500.00
	COLD MILL - 2"								
0010	1212	57,614	Syd	\$1.30	\$74,898.20	\$1.00	\$57,614.00	\$1.25	\$72,017.50
	COLD MILL - 3"								
0011	1218	900	Syd	\$1.40	\$1,260.00	\$2.50	\$2,250.00	\$2.00	\$1,800.00
	COLD MILL - 4"								
0012	1550	67	Syd	\$16.00	\$1,072.00	\$20.00	\$1,340.00	\$13.00	\$871.00
	REMOVE CONCRETE								
0013	4022	1	Ea	\$770.00	\$770.00	\$784.00	\$784.00	\$800.00	\$800.00
	CONCRETE FLAT TOP ON EX DRAINAGE STRUCTURE								
0014	4031	127	Ea	\$440.00	\$55,880.00	\$440.00	\$55,880.00	\$500.00	\$63,500.00
	COVER AND CASTING								
0015	4033	4	Ea	\$690.00	\$2,760.00	\$690.00	\$2,760.00	\$750.00	\$3,000.00
	CATCH BASIN COVER AND CASTING - DOUBLE								
0016	5065	13	Ea	\$495.00	\$6,435.00	\$550.00	\$7,150.00	\$400.00	\$5,200.00
	ADJUST EX VALVE BOX								

Line	Pay Item Code	Quantity	Units	(3) Rieth-Riley Construction		(4) Wyoming Excavators, Inc.		(5) Nagel Construction, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0017	5067	11	Ea	\$111.00	\$1,221.00	\$111.00	\$1,221.00	\$130.00	\$1,430.00
	NEW VALVE BOX, TOP ONLY								
0018	6010	200	Syd	\$11.00	\$2,200.00	\$11.00	\$2,200.00	\$12.00	\$2,400.00
	PLACE SAND CLII SUBBASE (AS REQUIRED)								
0019	6139	67	Syd	\$15.00	\$1,005.00	\$13.00	\$871.00	\$13.00	\$871.00
	4" AGGREGATE BASE (CIP)								
0020	6145	200	Syd	\$25.00	\$5,000.00	\$27.00	\$5,400.00	\$19.00	\$3,800.00
	8" AGGREGATE BASE (CIP)								
0021	6210	5,585	Sft	\$4.85	\$27,087.25	\$5.00	\$27,925.00	\$5.00	\$27,925.00
	SIDEWALK RAMP, 4"								
0022	6215	60	Sft	\$6.00	\$360.00	\$5.00	\$300.00	\$6.30	\$378.00
	SIDEWALK RAMP, ADA (6")								
0023	6217	618	Ft	\$70.00	\$43,260.00	\$72.00	\$44,496.00	\$70.00	\$43,260.00
	DETECTABLE WARNING PLATES								
0024	6220	60	Ft	\$22.00	\$1,320.00	\$22.00	\$1,320.00	\$22.50	\$1,350.00
	CONCRETE GUTTER, 48"								
0025	6240	4,645	Ft	\$18.00	\$83,610.00	\$25.00	\$116,125.00	\$18.50	\$85,932.50
	CONCRETE CURB AND GUTTER, 30"								
0026	6270	8,420	Sft	\$3.20	\$26,944.00	\$5.00	\$42,100.00	\$3.45	\$29,049.00
	CONCRETE SIDEWALK, 4"								
0027	6271	520	Sft	\$4.50	\$2,340.00	\$4.50	\$2,340.00	\$4.75	\$2,470.00
	CONCRETE SIDEWALK, 6"								
0028	6272	300	Sft	\$6.50	\$1,950.00	\$5.00	\$1,500.00	\$6.50	\$1,950.00
	CONCRETE SIDEWALK, 8"								
0029	6295	181	Ea	\$450.00	\$81,450.00	\$650.00	\$117,650.00	\$450.00	\$81,450.00
	ADJUST CASTINGS								
0030	6305	45	Ton	\$194.00	\$8,730.00	\$225.00	\$10,125.00	\$125.00	\$5,625.00
	HAND PATCHING								
0031	6348	175	Ton	\$120.00	\$21,000.00	\$88.00	\$15,400.00	\$95.00	\$16,625.00
	HMA MIXTURE - 5E3								
0032	6354	5,210	Ton	\$84.00	\$437,640.00	\$73.00	\$380,330.00	\$78.00	\$406,380.00
	HMA MIXTURE - 5E1								

Line	Pay Item Code	Quantity	Units	(3) Rieth-Riley Construction		(4) Wyoming Excavators, Inc.		(5) Nagel Construction, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0033	6362	5,451	Ton	\$79.00	\$430,629.00	\$73.00	\$397,923.00	\$76.00	\$414,276.00
	HMA MIXTURE - 3C								
0034	6380	388	Ton	\$77.00	\$29,876.00	\$71.00	\$27,548.00	\$90.00	\$34,920.00
	HMA MIXTURE - 13A								
0035	6382	371	Ton	\$85.00	\$31,535.00	\$76.00	\$28,196.00	\$90.00	\$33,390.00
	HMA MIXTURE - 36A								
0036	6590	60	Ft	\$1.00	\$60.00	\$1.05	\$63.00	\$1.05	\$63.00
	PAVT MRKG, WATERBORNE, 4" WHITE								
0037	6592	1,467	Ft	\$1.00	\$1,467.00	\$1.05	\$1,540.35	\$1.05	\$1,540.35
	PAVT MRKG, WATERBORNE, 4" YELLOW								
0038	6597	2	Ea	\$100.00	\$200.00	\$130.00	\$260.00	\$130.00	\$260.00
	PAVT MRKG, WATERBORNE, LEFT TURN ARROW								
0039	6602	4	Ea	\$100.00	\$400.00	\$120.00	\$480.00	\$120.00	\$480.00
	PAVT MRKG, WATERBORNE, SHARROW SYMBOL								
0040	6603	48	Ft	\$3.00	\$144.00	\$8.00	\$384.00	\$8.00	\$384.00
	PAVT MRKG, WATERBORNE, 24" CROSSWALK								
0041	6604	48	Ft	\$3.00	\$144.00	\$8.00	\$384.00	\$8.00	\$384.00
	PAVT MRKG, WATERBORNE, 24" STOP BAR								
0042	7005	3,249	Syd	\$8.00	\$25,992.00	\$8.00	\$25,992.00	\$8.00	\$25,992.00
	TOP SOIL 4" SCREENED								
0043	7015	3,249	Syd	\$2.00	\$6,498.00	\$3.00	\$9,747.00	\$2.00	\$6,498.00
	CLASS A SEED HYDRO-MULCH								
0044	8000	1	LSUM	\$5,000.00	\$5,000.00	\$27,418.00	\$27,418.00	\$20,000.00	\$20,000.00
	FLAG CONTROL								
0045	8010	1	LSUM	\$54,000.00	\$54,000.00	\$75,241.00	\$75,241.00	\$70,000.00	\$70,000.00
	MINOR TRAFFIC CONTROL DEVICES								
0046	8115	250	Ea	\$24.00	\$6,000.00	\$24.00	\$6,000.00	\$28.00	\$7,000.00
	42 INCH CHANNELIZING DEVICE - FURNISHED								
0047	8116	250	Ea	\$1.00	\$250.00	\$1.00	\$250.00	\$5.00	\$1,250.00
	42 INCH CHANNELIZING DEVICE - OPERATED								
0048	8120	2	Ea	\$950.00	\$1,900.00	\$950.00	\$1,900.00	\$950.00	\$1,900.00
	LIGHTED ARROW TYPE A - FURNISHED								

Line	Pay Item Code	Quantity	Units	(3) Rieth-Riley Construction		(4) Wyoming Excavators, Inc.		(5) Nagel Construction, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0049	8121	2	Ea	\$250.00	\$500.00	\$250.00	\$500.00	\$250.00	\$500.00
	LIGHTED ARROW TYPE A - OPERATED								
0050	8122	4	Ea	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00
	MESSAGE BOARD - FURNISHED								
0051	8123	4	Ea	\$1.00	\$4.00	\$1.00	\$4.00	\$10.00	\$40.00
	MESSAGE BOARD - OPERATED								
0052	9997	97	Ft	\$3.00	\$291.00	\$2.00	\$194.00	\$1.95	\$189.15
	_ PAVT MRKG, WATERBORNE, 4" BLUE								
0053	9998	2	Ea	\$50.00	\$100.00	\$100.00	\$200.00	\$100.00	\$200.00
	_ PAVT MRKG, WATERBORNE, BLUE, HANDICAP SYMBOL								
<b>Bid Totals:</b>				<b>\$1,674,765.95</b>		<b>\$1,717,861.35</b>		<b>\$1,725,699.50</b>	

Line	Pay Item Code	Quantity	Units	(6) Kamminga & Roodvoets, Inc					
Description				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LSUM	\$137,000.00	\$137,000.00		\$0.00		\$0.00
	MOBILIZATION								
0002	1008	4,705	Ft	\$14.50	\$68,222.50		\$0.00		\$0.00
	REMOVE CURB AND GUTTER								
0003	1035	1,676	Syd	\$13.65	\$22,877.40		\$0.00		\$0.00
	REMOVE SIDEWALK								
0004	1040	200	Syd	\$13.00	\$2,600.00		\$0.00		\$0.00
	REMOVE BASE								
0005	1045	798	Syd	\$14.75	\$11,770.50		\$0.00		\$0.00
	REMOVE PAVEMENT								
0006	1050	250	Ft	\$2.00	\$500.00		\$0.00		\$0.00
	REMOVE PAVEMENT MARKING								
0007	1082	1	LSUM	\$360.00	\$360.00		\$0.00		\$0.00
	REMOVE FOUNDATION								
0008	1142	137	Ea	\$285.00	\$39,045.00		\$0.00		\$0.00
	REMOVE EX COVER AND CASTINGS								
0009	1208	1,250	Syd	\$2.40	\$3,000.00		\$0.00		\$0.00
	COLD MILL - 2"								
0010	1212	57,614	Syd	\$1.80	\$103,705.20		\$0.00		\$0.00
	COLD MILL - 3"								
0011	1218	900	Syd	\$3.40	\$3,060.00		\$0.00		\$0.00
	COLD MILL - 4"								
0012	1550	67	Syd	\$25.00	\$1,675.00		\$0.00		\$0.00
	REMOVE CONCRETE								
0013	4022	1	Ea	\$1,350.00	\$1,350.00		\$0.00		\$0.00
	CONCRETE FLAT TOP ON EX DRAINAGE STRUCTURE								
0014	4031	127	Ea	\$650.00	\$82,550.00		\$0.00		\$0.00
	COVER AND CASTING								
0015	4033	4	Ea	\$1,000.00	\$4,000.00		\$0.00		\$0.00
	CATCH BASIN COVER AND CASTING - DOUBLE								
0016	5065	13	Ea	\$590.00	\$7,670.00		\$0.00		\$0.00
	ADJUST EX VALVE BOX								

Line	Pay Item Code	Quantity	Units	(6) Kamminga & Roodvoets, Inc		Bid Price	Total	Bid Price	Total
				Bid Price	Total				
0017	5067	11	Ea	\$450.00	\$4,950.00			\$0.00	\$0.00
	NEW VALVE BOX, TOP ONLY								
0018	6010	200	Syd	\$12.00	\$2,400.00			\$0.00	\$0.00
	PLACE SAND CLII SUBBASE (AS REQUIRED)								
0019	6139	67	Syd	\$21.50	\$1,440.50			\$0.00	\$0.00
	4" AGGREGATE BASE (CIP)								
0020	6145	200	Syd	\$30.00	\$6,000.00			\$0.00	\$0.00
	8" AGGREGATE BASE (CIP)								
0021	6210	5,585	Sft	\$5.50	\$30,717.50			\$0.00	\$0.00
	SIDEWALK RAMP, 4"								
0022	6215	60	Sft	\$8.60	\$516.00			\$0.00	\$0.00
	SIDEWALK RAMP, ADA (6")								
0023	6217	618	Ft	\$90.00	\$55,620.00			\$0.00	\$0.00
	DETECTABLE WARNING PLATES								
0024	6220	60	Ft	\$36.00	\$2,160.00			\$0.00	\$0.00
	CONCRETE GUTTER, 48"								
0025	6240	4,645	Ft	\$32.00	\$148,640.00			\$0.00	\$0.00
	CONCRETE CURB AND GUTTER, 30"								
0026	6270	8,420	Sft	\$5.50	\$46,310.00			\$0.00	\$0.00
	CONCRETE SIDEWALK, 4"								
0027	6271	520	Sft	\$7.00	\$3,640.00			\$0.00	\$0.00
	CONCRETE SIDEWALK, 6"								
0028	6272	300	Sft	\$8.00	\$2,400.00			\$0.00	\$0.00
	CONCRETE SIDEWALK, 8"								
0029	6295	181	Ea	\$435.00	\$78,735.00			\$0.00	\$0.00
	ADJUST CASTINGS								
0030	6305	45	Ton	\$224.35	\$10,095.75			\$0.00	\$0.00
	HAND PATCHING								
0031	6348	175	Ton	\$86.65	\$15,163.75			\$0.00	\$0.00
	HMA MIXTURE - 5E3								
0032	6354	5,210	Ton	\$72.53	\$377,881.30			\$0.00	\$0.00
	HMA MIXTURE - 5E1								

Line	Pay Item Code	Quantity	Units	(6) Kamminga & Roodvoets, Inc		Bid Price	Total	Bid Price	Total
				Bid Price	Total				
0033	6362	5,451	Ton	\$72.70	\$396,287.70			\$0.00	\$0.00
	HMA MIXTURE - 3C								
0034	6380	388	Ton	\$70.42	\$27,322.96			\$0.00	\$0.00
	HMA MIXTURE - 13A								
0035	6382	371	Ton	\$75.35	\$27,954.85			\$0.00	\$0.00
	HMA MIXTURE - 36A								
0036	6590	60	Ft	\$1.05	\$63.00			\$0.00	\$0.00
	PAVT MRKG, WATERBORNE, 4" WHITE								
0037	6592	1,467	Ft	\$1.05	\$1,540.35			\$0.00	\$0.00
	PAVT MRKG, WATERBORNE, 4" YELLOW								
0038	6597	2	Ea	\$130.00	\$260.00			\$0.00	\$0.00
	PAVT MRKG, WATERBORNE, LEFT TURN ARROW								
0039	6602	4	Ea	\$120.00	\$480.00			\$0.00	\$0.00
	PAVT MRKG, WATERBORNE, SHARROW SYMBOL								
0040	6603	48	Ft	\$8.00	\$384.00			\$0.00	\$0.00
	PAVT MRKG, WATERBORNE, 24" CROSSWALK								
0041	6604	48	Ft	\$8.00	\$384.00			\$0.00	\$0.00
	PAVT MRKG, WATERBORNE, 24" STOP BAR								
0042	7005	3,249	Syd	\$14.00	\$45,486.00			\$0.00	\$0.00
	TOP SOIL 4" SCREENED								
0043	7015	3,249	Syd	\$3.00	\$9,747.00			\$0.00	\$0.00
	CLASS A SEED HYDRO-MULCH								
0044	8000	1	LSUM	\$20,000.00	\$20,000.00			\$0.00	\$0.00
	FLAG CONTROL								
0045	8010	1	LSUM	\$57,150.00	\$57,150.00			\$0.00	\$0.00
	MINOR TRAFFIC CONTROL DEVICES								
0046	8115	250	Ea	\$35.00	\$8,750.00			\$0.00	\$0.00
	42 INCH CHANNELIZING DEVICE - FURNISHED								
0047	8116	250	Ea	\$1.00	\$250.00			\$0.00	\$0.00
	42 INCH CHANNELIZING DEVICE - OPERATED								
0048	8120	2	Ea	\$1,800.00	\$3,600.00			\$0.00	\$0.00
	LIGHTED ARROW TYPE A - FURNISHED								

Line	Pay Item Code	Quantity	Units	(6) Kamminga & Roodvoets, Inc					
Description				Bid Price	Total	Bid Price	Total	Bid Price	Total
0049	8121	2	Ea	\$100.00	\$200.00		\$0.00		\$0.00
LIGHTED ARROW TYPE A - OPERATED									
0050	8122	4	Ea	\$4,860.00	\$19,440.00		\$0.00		\$0.00
MESSAGE BOARD - FURNISHED									
0051	8123	4	Ea	\$250.00	\$1,000.00		\$0.00		\$0.00
MESSAGE BOARD - OPERATED									
0052	9997	97	Ft	\$1.95	\$189.15		\$0.00		\$0.00
_ PAVT MRKG, WATERBORNE, 4" BLUE									
0053	9998	2	Ea	\$100.00	\$200.00		\$0.00		\$0.00
_ PAVT MRKG, WATERBORNE, BLUE, HANDICAP SYMBOL									
<b>Bid Totals:</b>					<b>\$1,896,744.41</b>				

# 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 2022 Wyoming Resurfacing Program

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 28<sup>th</sup> Street SW, Wyoming, MI 49509.

"Contractor" means:

*Michigan Paving & Materials Co.*  
LEGAL NAME OF COMPANY

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

*Corporation State of 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

*3566 Mill Creek Dr.*

ADDRESS

*Comstock Park*

CITY

*mi*

STATE

*49321*

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 Contract Documents.
2. City will pay the Contractor in accordance with the Contract 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**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

**Contractor**

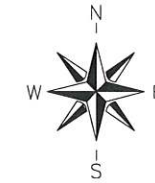
By: Jason A. Van Patten  
Signature of Bidder

Jason A. Van Patten  
Printed Name of Bidder

Construction Manager  
Title

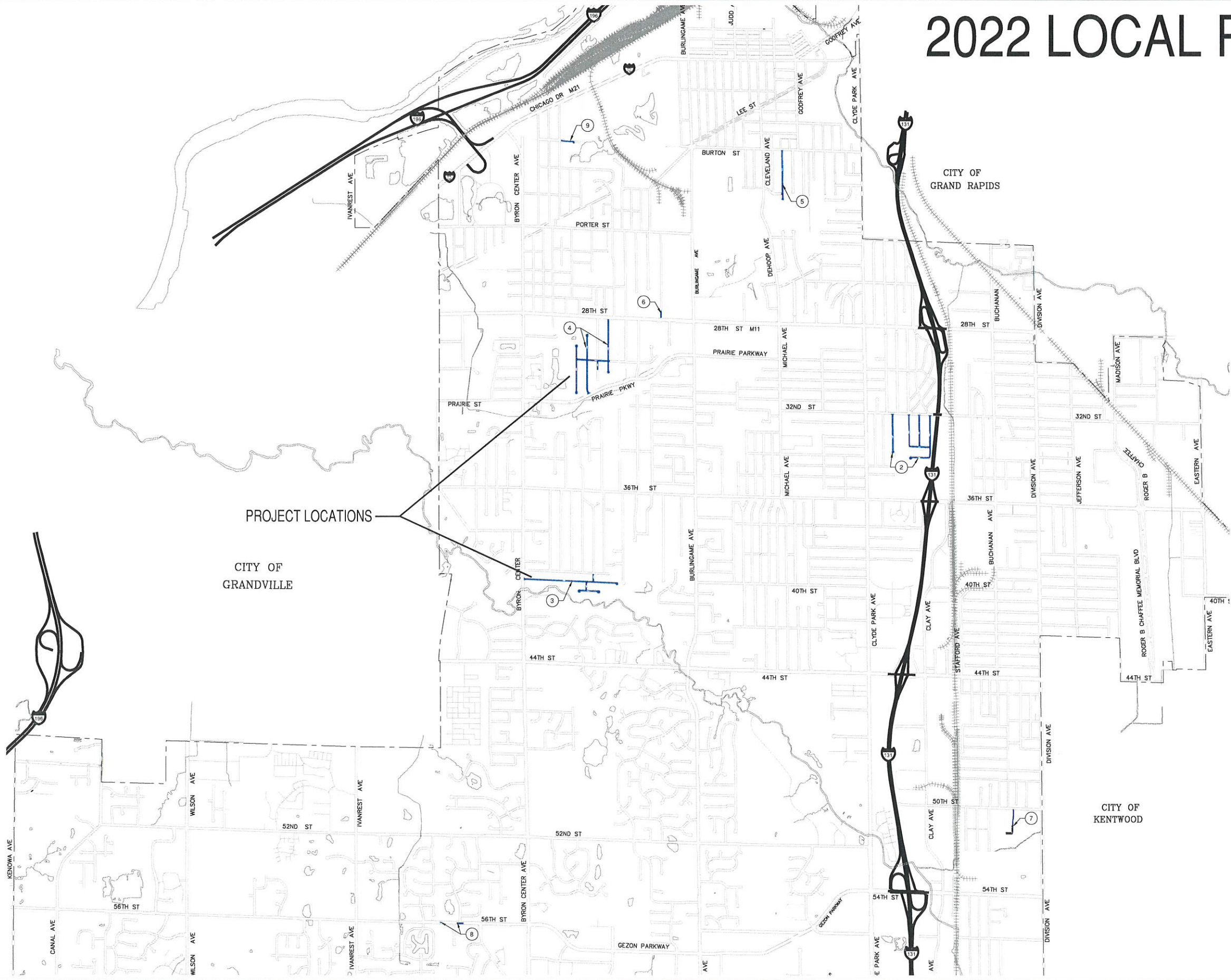
Date signed: 3/9/22

# 2022 LOCAL RESURFACING



## INDEX OF SHEETS

- 1 COVER SHEET
- 2 WOODWARD AVE, HIGHGATE AVE, HOMECREST AVE, CHARLES GATE AVE, BUIST ST & 34TH ST
- 3 FLOYD ST, MALLORY AVE & CYPRESS ST
- 4 WEST AVE, SHARON AVE, BOONE AVE, PERRY AVE & 30TH ST
- 5 MICHAEL AVE
- 6 HAGUE AVE
- 7 KELLOGSVILLE PARK PARKING LOT
- 8 56TH ST
- 9 BURTON ST



PROJECT LOCATIONS

CITY OF GRANDVILLE

CITY OF GRAND RAPIDS

CITY OF KENTWOOD

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO  
EXECUTE AN AGREEMENT WITH THE CITY OF GRAND RAPIDS FOR THE  
UPGRADING OF TRAFFIC SIGNALS ALONG  
EASTERN AVENUE AT 36<sup>TH</sup> STREET, 32<sup>ND</sup> STREET, AND KEN-O-SHA

WHEREAS:

1. The City of Grand Rapids, in cooperation with the Michigan Department of Transportation (MDOT), proposes to reconstruct and upgrade the traffic signals along Eastern Avenue at the intersections of 36th Street, 32<sup>nd</sup> Street, and Ken-o-sha.
2. Eastern Avenue is a borderline street between the City of Grand Rapids and the City of Wyoming where the cities share responsibilities equally.
3. The City of Grand Rapids has submitted the attached City-City Agreement outlining the rights and obligations for the parties for the associated project.
4. The anticipated cost for Wyoming's share, based upon the engineer's estimate, is approximately \$66,000, which can be financed out of the Major Streets Fund Account No. 202-441-46300-972.502, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute the attached Agreement with the City of Grand Rapids for the reconstruction and upgrade of traffic signals along Eastern Avenue.
2. The City Council does hereby 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 March 21, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment  
Staff Report  
Agreement

Resolution No. \_\_\_\_\_

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: March 21, 2022**

**Budget Amendment No. 066**

To the Wyoming City Council:

A budget amendment is requested to appropriate \$66,000 of additional budgetary authority to provide the necessary funds for Eastern Avenue traffic signal improvements at 36th, 32nd and Ken-O-Sha per the Grand Rapids cost sharing agreement.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Major Streets Fund</u></b>				
Public Works - Street Maintenance - Capital Outlay Major Street Construction				
202-441-46300-972.502	1,374,829.98	66,000.00		1,440,829.98
Fund Balance/Working Capital (Fund 202)		<u>0.00</u>	<u>66,000.00</u>	

Recommended:   
 Finance Director

\_\_\_\_\_  
 City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

\_\_\_\_\_  
 City Clerk

## STAFF REPORT

Date: March 14, 2022

Subject: Eastern Avenue Signals Upgrade – City/City Agreement

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

Date of Meeting: March 21, 2022

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### **RECOMMENDATION:**

It is recommended City Council authorize the Mayor and Clerk execute an agreement with the City of Grand Rapids outlining the rights and obligations of each party for the reconstruction and upgrade of traffic signals on Eastern Avenue at the 36th Street, 32<sup>nd</sup> Street and Ken-o-sha intersections in Wyoming. The City of Wyoming's estimated share of the project is \$66,000 plus engineering and testing.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Wyoming continually maintains streets to promote safe and efficient vehicular travel for the residents of Wyoming. Traffic signals play an important role in maintaining efficient and safe travel throughout Wyoming. The City of Grand Rapids was fortunate to receive funding from MDOT to upgrade traffic signals along Eastern Avenue which is a borderline street adjoining Grand Rapids and Wyoming. The project includes upgrading the traffic signals along Eastern Avenue at the intersections of 36<sup>th</sup> Street, 32<sup>nd</sup> Street, and Ken-o-sha.

### **DISCUSSION:**

Attached is a City–City Agreement between the City of Wyoming and the City of Grand Rapids outlining the rights and obligations associated with the reconstruction and upgrade of traffic signals along Eastern Avenue in Wyoming. The agreement is based upon anticipated costs from the engineer's estimate and participating amounts of the project. Wyoming's share of the \$400,000 dollar project is \$66,000 plus other engineering costs to administer the project.

### **BUDGET IMPACT:**

Funds can be financed out of the Major Streets Fund Account No. 202-441-46300-972.502, but a budget amendment is necessary.

## FINANCING AGREEMENT

### Eastern Avenue Traffic Signal Upgrades

THIS AGREEMENT is made \_\_\_\_\_, 2022 between the City of Grand Rapids, a Michigan municipal corporation, 300 Monroe Avenue NW, Grand Rapids, Michigan 49503 (“Grand Rapids”), and the City of Wyoming, a Michigan municipal corporation, 1155 28<sup>th</sup> Street SW, Wyoming, Michigan 49509 (“Wyoming”).

### WITNESSETH

WHEREAS, Grand Rapids and Wyoming desire to upgrade the traffic signals at the intersection of Eastern Avenue with 36<sup>th</sup> Street, 32<sup>nd</sup> Street, and Ken-O-Sha in 2022 (the “Project”); and

WHEREAS, the Project will be financed in part by federal funds and Grand Rapids will be designated the requesting party pursuant to agreements between Grand Rapids and the Michigan Department of Transportation (MDOT) in connection with the Project; and

WHEREAS, Eastern Avenue and its intersections with 36<sup>th</sup> Street, 32<sup>nd</sup> Street, and Ken-O-Sha are border streets between the cities of Wyoming and Grand Rapids, and it is now necessary for the parties to agree to the cost sharing of the construction and construction engineering, as set forth below.

NOW, THEREFORE, in consideration of the respective covenants contained herein and the aforesaid MDOT agreement, the parties agree as follows:

1. Grand Rapids, on behalf of Wyoming and Grand Rapids, has provided the design engineering services for the Project.

2. Grand Rapids, on behalf of Wyoming and Grand Rapids, will provide the construction engineering and inspection services, construction administration, and staking services for the Project.
3. The total cost and cost sharing for the Project is estimated as shown in Exhibit A. Each party's share of the cost will be based on the actual construction and design and construction related costs prorated for each category in the manner shown in Exhibit A provided.
4. Grand Rapids will invoice Wyoming for its portion of the costs for the project design, construction costs and construction inspection fee, estimated to be \$65,260.30, and Wyoming hereby agrees to promptly pay within 30 days actual costs upon receipt of invoices and supporting calculations for the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above first written.

City of Grand Rapids  
a Michigan municipal corporation

By. \_\_\_\_\_  
Rosalynn Bliss, Mayor

Attest. \_\_\_\_\_  
Joel H. Hondorp, City Clerk

City of Wyoming  
a Michigan municipal corporation

By. \_\_\_\_\_  
Signee

Attest. \_\_\_\_\_  
Signee

**EXHIBIT A**

	Estimated Total Cost	Estimated Federal Share	Estimated Grand Rapids Share	Estimated Wyoming Share
Construction (Participating)	\$313,656.00	\$282,290.40	\$12,967.30	\$18,398.22
Design Engineering	\$31,365.60	-	\$12,101.60	\$19,264.00
Construction Engi- neering & Admin. (8%)	\$47,049.00	-	\$19,451.00	\$27,598.00
Estimated TOTAL, Construction Phase	\$392,070.60	\$282,290.40	\$44,519.90	\$65,260.30

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE RENTAL OF TRAFFIC CONTROL DEVICES FROM  
GIVE 'EM A BRAKE SAFETY, LLC AND TO AUTHORIZE THE  
MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended that the City Council authorize rental of traffic control devices from Give 'Em A Brake Safety, LLC using the Kent County Road Commission bid.
2. Funds are available in the water, sewer, major and local street rental account numbers 591-441-56200-940.000, 590-441-54200-940.000, 202-441-46300-940.000 and 203-441-46300-940.000

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize rental of traffic control devices from Give 'Em A Brake Safety, LLC.
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 March 21, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Staff Report  
Contract

Resolution No. \_\_\_\_\_

## STAFF REPORT

DATE: March 2, 2022

SUBJECT: Bid Award – Rental of Traffic Control Devices

FROM: Brian Sarber, Traffic Safety Foreman – Traffic Department

Date of Meeting: March 21, 2022

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### RECOMMENDATION:

It is recommended that the City Council utilize the Kent County Road Commission bid for Rental of Traffic Control Devices and authorize the Mayor and City Clerk to sign a contract with Give ‘Em A Brake Safety, LLC to provide traffic control device rental services as noted on the attached contract documents for 2022 through 2024.

### COMMUNITY, SAFETY, STEWARDSHIP:

City staff regularly perform maintenance activities in the roadways throughout the community. In order to ensure that City staff and the traveling public are safe during these activities, traffic staff manage most routine construction work zone safety measures. Occasionally, maintenance activities are too large for City traffic staff to effectively manage and an outside contractor with more resources is needed.

### DISCUSSION:

On October 19, 2021, bids were received by the Kent County Road Commission for Rental of Traffic Control Devices. Give ‘Em A Brake Safety, LLC was the low bidder.

Give ‘Em a Brake Safety, LLC will provide a variety of traffic control device rentals that can be used for planned or emergency work. The contract provides that they respond to all requests for service within two hours of notification. It is expected that staff will utilize Give ‘Em a Brake Safety, LLC for large emergency water and sewer repair work or for planned road maintenance. Road maintenance, especially on major streets, is becoming increasingly hazardous. Utilizing the services of Give ‘Em a Brake Safety, LLC helps ensure that City staff are properly protected while performing repairs.

Since Give ‘Em a Brake Safety, LLC is located in Wyoming, mobilization for City work requires less travel and resources than Kent County work. Recognizing this, Give ‘Em a Brake Safety, LLC has agreed to reduce their mobilization charge from 20% to 17% or \$550.00 per truck/per load.

It is expected that the City will spend approximately \$25,000 per year on rental of traffic control devices.

### BUDGET IMPACT:

Sufficient funds are available in the water, sewer, major and local street rental accounts: 591-441-56200-940.000, 590-441-54200-940.000, 202-441-46300-940.000 and 203-441-46300-940.000.

### ATTACHMENT:

Contract Documents

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 City and Contractor.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905.

Contractor means: Give-Em A Brake Safety, Inc.  
(Name of contracting entity)  
A Michigan corporation  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
2610 Sanford Ave SW  
(Contractor's street address)  
Grandville, MI 49418  
(Contractor's city, state & zip)

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: October 18, 2021.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

**TERMS AND CONDITIONS**

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

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. 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. 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. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before starting any of the Services.

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

CITY OF WYOMING

Give-Em A Brake Safety, Inc.

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: M-B-V-T  
(Signature officer, director or principal of Contractor)  
Marc B. Van Til, COO  
(Typed/Printed Name & Title of Person Signing for Contractor)

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: 3/18/2022

Date signed: \_\_\_\_\_, 20\_\_

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

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.

3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.

4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.

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

A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Contractor nor any of Contractor's personnel: (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 with a government agency; 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 criminally charged with committing 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 Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.

D. The successful bidder, its subcontractors and their respective personnel must register in the federal System for Award Management (**SAM**) list and be in good standing (*i.e.*, not suspended or debarred from receiving federal funds).

E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts and any activities that contractors, subcontractors, consultants, or others engage in for or on behalf of City. Accordingly:

A. Contractor and Contractor's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for

materials, will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Contractor will, in solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.

2. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Contractor or Contractor's personnel will, as part of its Services, be engaging for or on behalf of City with others, Contractor will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.

C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Contractor until Contractor complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Contractor's ineligibility to bid on or enter future contracts with City.

D. Contractor will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Contractor's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Contractor will so certify to City.

E. Contractor must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Contractor activities that HUD or the United States Department of Justice determine are needed to comply with this section. Contractor must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

7. Ethical Standards. Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a 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 Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must 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 e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form.

10. Intellectual Property. Contractor guarantees the sale or use of the Goods or the articles, software, copies, records, or other intellectual property provided or used to perform the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. Disposal. Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. Restoration. Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, 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 City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

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

17. Insurance. Contractor must obtain and maintain the following insurance:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$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.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person      \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
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).
<b>ADDITIONAL INSURED</b>
If this 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: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

Upon City request, Contractor will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Contractor will, upon City's request, allow inspection, auditing, and copying of all retained records.

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

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

EXHIBIT B



## Kent County Road Commission

### INVITATION TO BID

Bids will be received by the Board of County Road Commissioners of the County of Kent, 1500 Scribner Avenue NW, Grand Rapids, Michigan 49504 until **Tuesday, October 19, 2021, 8:30 AM deadline**, at which time they will be publicly opened and read.

### **Contract #22-05: Rental of Traffic Control Devices**

All bids are to be emailed to [bids@kentcountyroads.net](mailto:bids@kentcountyroads.net), with the subject “**Contract #22-05: Rental of Traffic Control Devices**” and must be received prior to **8:30 AM on Tuesday, October 19, 2021**.

If email is not accessible for you to send KCRC your bid, and you require accommodations, please contact [purchasing@kentcountyroads.net](mailto:purchasing@kentcountyroads.net) or (616) 242-6928. KCRC will work with you to make sure you have the opportunity to submit your bid.

The Board reserves the right to reject any and all Proposals or to waive irregularities therein, and to accept any Proposals which, in the opinion of the Board, may be most advantageous and to the best interest of the County. This contract will be considered for award on **October 26, 2021**.

BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF KENT

By: Mark E. Rambo, Chair

**If you plan to submit a bid, please acknowledgment the receipt of this invitation to bid** by emailing [purchasing@kentcountyroads.net](mailto:purchasing@kentcountyroads.net). This allows for KCRC to be in contact with you for any future communication throughout the bid process.



## Kent County Road Commission

### INSTRUCTION TO RESPONDENTS

Proposals will be opened at the offices of the Board of County Road Commissioners of the County of Kent, State of Michigan located at 1500 Scribner Avenue NW, Grand Rapids, MI 49504.

Refer to the **INVITATION TO BID** for the exact timing and for the identification of the bid as related to furnishing materials, services, equipment, work and/or supplies with the terms, conditions, specifications, drawings, plans, and special provisions as stated herein and hereto attached.

The Kent County Road Commission's process is to open and read the proposals, and then refer the bids to Staff for tabulation and analysis. During this period, the files are closed until this action is complete. Copies of the bid tabulations are made available only once the review is complete, upon the request to Purchasing, by email at [purchasing@kentcountyroads.net](mailto:purchasing@kentcountyroads.net).

1. All bids must be submitted on the Board's bid form that was provided. The bid shall be legibly prepared in ink or typed out. Erasures or alterations must be initialed by the respondent.
2. Specifications and plans should not be returned with bid, unless otherwise stated herein.
3. Proposals shall be sent to KCRC by email to [bids@kentcountyroads.net](mailto:bids@kentcountyroads.net). If the email is not applicable for the respondent to submit their bid, please contact Purchasing for assistance.
4. Proposals will not be accepted after the time designated for the opening of the bids. The respondent shall assume full responsibility for delivery of proposals prior to the appointed time for opening same and shall assume the risk of late delivery or non-delivery regardless of the manner he/she employs for the transmission thereof.
5. No responsibility shall attach to the Road Commission or their representatives for premature opening or non-receipt of any proposal which is not properly addressed, delivered, or identified. A confirmation of receipt of emailed proposals received will be sent.
6. It is understood the Board is a governmental unit, and as such, is exempt from the payment of all state and federal taxes, except as allowed by the regulatory agencies to be included in the cost of materials and services.
7. The respondent, by submission of a proposal, declares the proposal is made without collusion with any other person or entity, and agrees to furnish all items and services in strict adherence with all applicable federal, state and local laws, regulations, codes and ordinances.
8. The Board reserves the right to reject any and all proposals, to waive any irregularities therein, and to accept any proposal which, in the opinion of the Board, may be most advantageous and to the best interest of the Kent County Road Commission. In case of error, in the extension of prices in the proposal or other arithmetical error, the unit prices will govern.

## **Specifications for Contract #22-05: Rental of Traffic Control Devices**

It is the intent of the Kent County Road Commission to contract for the rental of traffic control devices on road projects, as required, for three years - 2022, 2023, & 2024.

### **General Specifications**

- A.** 1. Contractor shall comply with the Michigan Department of Transportation's 2020 "Standard Specifications for Construction" where applicable.
- B. Quantity:**
1. Quantity estimated - not to be construed as a minimum or maximum
  2. Scheduling will be arranged by the Director/Assistant Director of the Maintenance and Local Construction Division.
  3. Contractor must have available at all times equipment and labor to respond twenty-four hours a day, seven days a week, and to maintenance and emergency requests within two hours of notification.
- C. Locations:**
1. State trunklines
  2. Primary roads
  3. Local roads
- D. Traffic Control:**
1. Traffic control shall be in compliance with the minimum requirements set forth in Part VI of the current "Michigan Manual of Uniform Traffic Controls". This section is inclusive of traffic control requirements for equipment.
  2. Any questions on the subject should be directed to Kent County Road Commission Traffic Division - (616) 242-6923.
- E. Pricing Structure:**
1. The minimum charge for each traffic control device shall be for rental of device for up to twelve days of rental, whether rental is for one day, two days or twelve days, unless otherwise specified.
  2. A daily rental rate for each device will take effect on the thirteenth day.
  3. Included in the minimum and daily rental charge is the maintenance of traffic control devices within a construction site as required for an ongoing road project. Maintenance shall be performed in accordance with Section 812 of the 2020 "Standard Specifications for Construction".
  4. A mobilization fee for delivery/placing/picking up the traffic control devices shall be allowed to the contractor if he performs this work. The mobilization charge will be paid as a percentage of the rental bill. The mobilization charge is to be figured on the rental portion of the bill and will not include any damaged or missing equipment charges.
  5. Pay Item Quantities or Hours, if an hourly rate contract, may be substantially decreased or increased depending on Legislative action taken on the jurisdictional changes to the highway system during the life of this contract. Unit prices or hourly rates as bid must

apply for three years regardless of the final contract quantities. No additional compensation will be allowed for changes in the contract quantities.

**F. Sub-contractors:**

Not allowed without prior authorization from the Maintenance and Local Construction Division.

**G. Inspection:**

Traffic control devices and equipment will be inspected prior to award of contract.

**H. Award of Bid:**

Bids will be evaluated, but not limited to, the following:

- a. Pricing
- b. Responsiveness to the bid
- c. Equipment list
- d. Traffic control inventory/location
- e. References/experience

**I. Insurance Requirements:**

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Kent County Road Commission and its agents and employees from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of this Contract including claims, damages, losses and expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the fault, negligent acts, or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage loss or expense is caused in part by the parties indemnified hereunder. This obligation does not include an obligation to indemnify the parties, indemnified hereunder for their sole negligence and shall not be construed to negate or modify other rights or obligations of indemnity that otherwise exist as to the parties or persons described herein, arising out of and during the progress and to the completion of work all in accordance with Public Act 468 of 2012 and the 2020 Michigan Department of Transportation's "Standard Specifications for Construction", Division 1, paragraph 1.07.10 with the following minimum requirements:

Workman's Compensation Statutory Coverage

Bodily Injury and Property Damage Other Than Automobile:

Each Occurrence \$1,000,000

Aggregate \$2,000,000

Bodily Injury Liability and Property Damage Liability Automobile:

Bodily Injury Liability \$500,000 Each Person, Each Occurrence \$1,000,000

Property Damage Liability \$1,000,000 Each Occurrence

Combined Single Limit for Bodily Injury and Property Damage Liability  
Each Occurrence \$2,000,000

Insurance Certificate declaring Kent County Road Commission as additional insured, not certificate holder, must be issued and shall become part of the contract.

2. Contractor shall maintain current up-to-date insurance coverage during the term of the contract and failure to do so shall result in termination of said contract.
3. Certificate must be submitted within fifteen days upon notification of award of Contract and prior to Contract signing.

**J. Cancellation of Contract Provisions:**

The Board shall have the right to cancel the Contract for non-performance: Should an inspection by the Board's designated representative reveal that the Contractor's work results in any non-acceptable condition of one or all specified areas:

The designated representative at the time of the **first** circumstance shall call for a meeting with the Contractor and/or issue a written warning of possible Contract termination should the condition continue.

If the condition should repeat itself a **second** time, written notice of termination shall be sent.

- K.** Submission of bid will be construed as a conclusive presumption that the Contractor is thoroughly familiar with the bid requirements and specifications and that he/she understands and agrees to abide by each and all of the stipulations and requirements contained therein.

- L.** "The KCRC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, or national origin in consideration for an award."

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment

practices when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Kent County Road Commission to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the Kent County Road Commission shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) Cancellation, termination or suspension of the contract, in whole or in part.

**Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Kent County Road Commission may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Kent County Road Commission to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

- M.** Neither the Contractor nor his/her subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment, of any matter directly or indirectly related to employment because of his/her race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

### Technical Specification

#### A. Traffic Control Devices:

1. In compliance with "Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and MDOT's "Standard Specifications for Construction".
2.

<u>Types</u>	<u>Minimum Quantity Available</u>
a. Type III Barricade 8' w/2 steady burn lights	100
b. Type II Barricade 2' w/1 light	500
c. Traffic Sign to attach to barricade/drum	
d. Type II Plastic Drum - Fluorescent sheeted w/lights	1000
e. Lighted Arrow Panel	5
f. Traffic Cones 10# 28"	1000
g. Channelizer Cones 42" – Fluorescent sheeted	200
h. Construction/Traffic Sign w/supports, flags, sand bags, and lights 16 square feet or greater	
i. Construction/Traffic Sign w/supports, flags, sand bags, and lights less than 16 square feet	
j. Sign Covers	
k. Changeable message boards LED, to produce a sign that provides Maximum readability under all lighting conditions with remote programming capability.	5
l. Truck Mounted Attenuators Units shall be test level 3 NCHRP 350 compliant	2
m. Trailer Mounted Attenuators Units shall be test level 3 NCHRP 350 compliant	2
n. Portable traffic signals	1 set
o. Portable light towers	4
3. All lights must be delivered with brand new batteries. At end of first week of rental, contractor must submit a report weekly certifying equipment has been checked and maintained.
4. All orange construction signs shall be fluorescent or prismatic retroreflective sheeted.
5. All traffic control items shall meet NCHRP 350 specifications
6. Contractor shall assume and make all maintenance, repairs, and provide towing service that might be required on the Contractor's equipment to ensure that all traffic control devices, and all other equipment, are in accordance with the MMUTCD at all times.
7. Type II plastic drums shall be sheeted with four each 6" fluorescent stripes.

**B. Equipment:**

Equipment used in placing/removing traffic control devices must have operational rotating amber lights and flashing arrow boards that are clearly visible and any other safety equipment as required for a safe operation.

NOTE: Questions concerning specifications should be directed to Jerry Byrne, Deputy Managing Director - Operations at 616-242-6952.

**Bid Pricing Sheet for Contract #22-05:  
Rental of Traffic Control Devices**

<u>Traffic Control Device</u>	<u>Minimum Charge Each (1-12 days)</u>	<u>Daily Rental Each (13+ days)</u>
a. Type III Barricade 8' w/2 steady burn lights	\$ 45.00	\$ 2.00
b. Type II Barricade 2' w/1 light	\$ 8.00	\$ .50
c. Traffic Sign to attach to barricade/drum	\$ 10.00	\$ .50
d. Type II Plastic Drum - Fluorescent sheeted w/lights	\$ 15.00	\$ .60
e. Lighted Arrow Panel	\$ no minimum	\$ 25.00/per day
f. Traffic Cones 10# 28"	\$ 3.50	\$ .25
g. Channelizer Cones 42" – Fluorescent sheeted	\$ 12.00	\$ .35
h. Construction/Traffic Sign w/supports, sand bags, & lights 16 square feet or greater	\$ 45.00	\$ 2.00
i. Construction/Traffic Sign w/supports, sand bags, & lights less than 16 square feet	\$ 40.00	\$ 1.85
j. Sign covers	\$ 25.00	\$ 1.00
k. Pedestrian Type II (sidewalk) closure barricade	\$ 75.00	\$ 2.00

	<u>Daily Rate Each (No Min.)</u>	<u>Monthly Rate Each (30 days)</u>	<u>Yearly Rate Ea.1/1-12/31</u>
l. Changeable message boards LED that provides maximum readability & remote programming capability	\$ 65.00	\$ 1500.00	\$ 6500.00
m. Truck mounted attenuators	\$ 375.00	\$ 4850.00	\$ 21850.00
n. Trailer mounted attenuators	\$ 95.00	\$ 1650.00	\$ 4625.00
o. Portable traffic signals	\$ 195.00 set	\$ 5250.00 set	
p. Portable light towers	\$ 95.00	\$ 995.00	

Mobilization Charge 17 % or \$550.00 per truck/per load (whichever is greater)

<u>Charges for Damage/Missing</u>	<u>Damage Each</u>	<u>Missing Each</u>
a. Type III Barricade 8' w/2 steady burn lights	\$ n/c (no charge)	\$ 150.00
b. Type II Barricade 2' w/1 light	\$ n/c	\$ 50.00
c. Traffic Sign to attach to barricade/drum	\$ n/c	\$ 20.00
d. Type II Plastic Drum – Fluorescent sheeted w/lights	\$ n/c	\$ 65.00
e. Lighted Arrow Panel	\$ L&M	\$ 4150.00
f. Traffic Cones 10# 28"	\$ n/c	\$ 10.00
g. Channelizer Cones 42" – Fluorescent sheeted	\$ n/c	\$ 25.00
h. Construction/Traffic Sign w/supports, sand bags, & lights 16 square feet or greater	\$ n/c	\$ 200.00
i. Construction/Traffic Sign w/supports, sand bags, & lights less than 16 square feet	\$ n/c	\$ 175.00
j. Sign Covers	\$ n/c	\$ 30.00
k. Changeable message boards	\$ L&M	\$ 18000.00
l. Truck mounted attenuators	\$ L&M	\$ 80000.00
m. Pedestrian Type II closure barricade	\$ n/c	\$ 175.00

Company Name Give 'Em A Brake Safety, LLC.

Bid Pricing Sheet for Contract #22-05:  
Rental of Traffic Control Devices

<u>Charges for Damage/Missing</u>	<u>Damage Each</u>	<u>Missing Each</u>
n. Trailer mounted attenuators	\$ <u>    L&amp;M    </u>	\$ 21500.00
o. Portable traffic signals	\$ <u>    L&amp;M    </u> set	\$ 59500.00 set
p. Portable light towers	\$ <u>    L&amp;M    </u>	\$ 9000.00

\*labor & materials (L&M) = cost of parts, shipping, plus \$50.00/per man hour labor.

Can meet minimum quantity specification at all times Yes

Can meet maintenance and emergency request within two hours at all times Yes

Location of inventory 2610 Sanford Ave S.W. Grandville, MI. 49418

References of contracts for this type of service in 2020 & 2021:

Kent County Road Commission	Jerry Byrne	616-242-6950
_____ Agency/Contractor	_____ Contact Person	_____ Telephone #
_____ Agency/Contractor	_____ Contact Person	_____ Telephone #

Personal Contact:

Name Michael J Rempalski Pager Number n/a Cellular Phone Number 616-862-1212

Company Name Give 'Em A Brake Safety, LLC.

Address 2610 Sanford Ave S.W.  
Grandville, MI. 49418

Telephone Number 616-531-8705 (emergency - same) Fax Number 616-531-8703

Email mremपालski@gebsafety.com

Authorized Signature \_\_\_\_\_  
written  
Michael J Rempalski, Estimator/Agent  
 \_\_\_\_\_  
typed/printed

Date 10/18/2021

Federal Employer ID# 81-0599050

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AWARD THE BID FOR THE  
2022 41<sup>ST</sup> STREET WATERMAIN REPLACEMENT PROJECT AND TO AUTHORIZE  
THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. On March 15, 2022, the City received seven (7) bids for the 2022 41<sup>st</sup> Street Watermain Replacement Project with Wyoming Excavators, Inc. submitting the low bid of \$865,739.00.
2. The bid is \$15,745.42 or 1.85% above the Engineer's Estimate and is in the best interest of the City to perform the aforementioned work.
3. The costs for this project can be financed out of the Capital Improvement Program Water Fund.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the 2022 41<sup>st</sup> Street Watermain Replacement Project to Wyoming Excavators, Inc. in the amount of \$865,739.00.
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 March 21, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Bid Comparison

Contract Form

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: March 15, 2022

Subject: 2022 41<sup>st</sup> Street Watermain Replacement Project – Award of Bid

From: Jeffrey Oonk, Senior Civil Engineer

Meeting Date: March 21, 2022

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### **RECOMMENDATION:**

It is recommended City Council award the 2022 41<sup>st</sup> Street Watermain Replacement Project to Wyoming Excavators, Inc. in the amount of \$865,739.00.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Reliable watermains provide safe potable water to residents and businesses for domestic use, industrial processes and fire protection.

### **DISCUSSION:**

Wyoming received seven (7) bids for the 2022 41<sup>st</sup> Street Watermain Replacement Project. The low bid was submitted by Wyoming Excavators, Inc. in the amount of \$865,739.00, which is 1.85% above the engineer's estimate of \$849,993.58.

The existing watermain in 41<sup>st</sup> Street has experienced several watermain and water service breaks. This watermain was constructed in the 1940s and has reached the end of its useful life. This project will include the replacement of the existing main and water services within the street right-of-way, along with resurfacing and restoration of the street.

The total project cost is \$920,000 including engineering and contingencies.

### **BUDGET IMPACT:**

Sufficient funds are available in the Capital Improvement Fund Account No. 400-441-57300-972.573.

## Bid Comparison

**Contract ID:** 2022.03  
**Description:** 41st St. Watermain  
**Location:** 41st St.  
**Projects(s):** 2022.03

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$849,993.58	-1.81%	0.00%
1	( _14) Wyoming Excavators, Inc.	\$865,739.00	0.00%	1.85%
2	( _1) Nagel Construction, Inc.	\$873,443.00	0.88%	2.75%
3	( _4) Dykema Excavators, Inc.	\$877,420.35	1.34%	3.22%
4	( _01234) Bultsma Excavating, Inc.	\$879,741.00	1.61%	3.49%
5	(00679) My-Con, Inc.	\$907,110.50	4.77%	6.71%
6	( _2) Diversco Construction Co. Inc.	\$1,160,672.00	34.06%	36.55%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Wyoming Excavators, Inc.		(2) Nagel Construction, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LSUM	\$77,250.00	\$77,250.00	\$43,150.00	\$43,150.00	\$67,000.00	\$67,000.00
	MOBILIZATION								
0002	1002	2	Ea	\$450.00	\$900.00	\$700.00	\$1,400.00	\$675.00	\$1,350.00
	REMOVE TREES 8" TO 18"								
0003	1003	1	Ea	\$1,344.00	\$1,344.00	\$1,450.00	\$1,450.00	\$1,150.00	\$1,150.00
	REMOVE TREES 19" TO 36"								
0004	1008	1,800	Ft	\$12.00	\$21,600.00	\$9.00	\$16,200.00	\$2.00	\$3,600.00
	REMOVE CURB AND GUTTER								
0005	1035	1,753	Syd	\$12.00	\$21,036.00	\$9.00	\$15,777.00	\$9.00	\$15,777.00
	REMOVE SIDEWALK								
0006	1045	138	Syd	\$12.00	\$1,656.00	\$7.00	\$966.00	\$6.00	\$828.00
	REMOVE PAVEMENT								
0007	1142	13	Ea	\$263.00	\$3,419.00	\$135.00	\$1,755.00	\$200.00	\$2,600.00
	REMOVE EX COVER AND CASTINGS								
0008	1143	6	Ea	\$300.00	\$1,800.00	\$169.00	\$1,014.00	\$300.00	\$1,800.00
	REMOVE EX VALVE AND BOX								
0009	1168	4	Ea	\$471.79	\$1,887.16	\$380.00	\$1,520.00	\$300.00	\$1,200.00
	REMOVE EX HYDRANT								
0010	1170	40	Ft	\$14.94	\$597.60	\$9.00	\$360.00	\$14.00	\$560.00
	REMOVE EX WATERMAIN								
0011	1212	6,610	Syd	\$1.00	\$6,610.00	\$1.10	\$7,271.00	\$1.50	\$9,915.00
	COLD MILL - 3"								
0012	1550	970	Syd	\$10.00	\$9,700.00	\$10.00	\$9,700.00	\$9.00	\$8,730.00
	REMOVE CONCRETE								
0013	4031	14	Ea	\$781.33	\$10,938.62	\$525.00	\$7,350.00	\$615.00	\$8,610.00
	COVER AND CASTING								
0014	4032	2	Ea	\$600.00	\$1,200.00	\$750.00	\$1,500.00	\$650.00	\$1,300.00
	CATCH BASIN COVER AND CASTING								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Wyoming Excavators, Inc.		(2) Nagel Construction, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0015	5040	4	Ea	\$2,709.71	\$10,838.84	\$3,573.00	\$14,292.00	\$3,400.00	\$13,600.00
	HYDRANT								
0016	5076	4	Ea	\$1,300.00	\$5,200.00	\$1,691.00	\$6,764.00	\$1,515.00	\$6,060.00
	VALVE 6"								
0017	5077	2	Ea	\$1,700.00	\$3,400.00	\$2,349.00	\$4,698.00	\$2,050.00	\$4,100.00
	VALVE 8"								
0018	5101	50	Ft	\$70.00	\$3,500.00	\$92.00	\$4,600.00	\$87.00	\$4,350.00
	D.I. CL 53 WATERMAIN 6"								
0019	5102	2,395	Ft	\$70.00	\$167,650.00	\$101.00	\$241,895.00	\$97.00	\$232,315.00
	D.I. CL 53 WATERMAIN 8"								
0020	5201	3	Ea	\$500.00	\$1,500.00	\$529.00	\$1,587.00	\$525.00	\$1,575.00
	6" D.I. WATERMAIN FITTING								
0021	5202	19	Ea	\$700.00	\$13,300.00	\$800.00	\$15,200.00	\$750.00	\$14,250.00
	8" D.I. WATERMAIN FITTING								
0022	5605	33	Ea	\$3,300.00	\$108,900.00	\$2,690.00	\$88,770.00	\$2,400.00	\$79,200.00
	1" WATER SERVICE, LONG SIDE								
0023	5606	33	Ea	\$1,038.14	\$34,258.62	\$1,288.00	\$42,504.00	\$1,040.00	\$34,320.00
	1" WATER SERVICE, SHORT SIDE								
0024	5607	1	Ea	\$3,500.00	\$3,500.00	\$3,450.00	\$3,450.00	\$3,275.00	\$3,275.00
	1.5" WATER SERVICE, LONG SIDE								
0025	5608	1	Ea	\$1,200.00	\$1,200.00	\$1,820.00	\$1,820.00	\$1,665.00	\$1,665.00
	1.5" WATER SERVICE, SHORT SIDE								
0026	6105	112	Cyd	\$57.97	\$6,492.64	\$20.00	\$2,240.00	\$40.00	\$4,480.00
	MISCELLANEOUS GRAVEL								
0027	6114	2,365	Ft	\$6.00	\$14,190.00	\$10.00	\$23,650.00	\$24.40	\$57,706.00
	STREET GRADE								
0028	6143	120	Syd	\$11.85	\$1,422.00	\$18.00	\$2,160.00	\$10.50	\$1,260.00
	6" AGGREGATE BASE (CIP)								
0029	6215	350	Sft	\$4.00	\$1,400.00	\$5.50	\$1,925.00	\$5.50	\$1,925.00
	SIDEWALK RAMP, ADA								
0030	6217	20	Ft	\$70.00	\$1,400.00	\$60.00	\$1,200.00	\$60.00	\$1,200.00
	DETECTABLE WARNING PLATES								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Wyoming Excavators, Inc.		(2) Nagel Construction, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0031	6240	1,800	Ft	\$20.45	\$36,810.00	\$18.75	\$33,750.00	\$18.75	\$33,750.00
	CONCRETE CURB AND GUTTER, 30"								
0032	6270	15,335	Sft	\$3.46	\$53,059.10	\$3.50	\$53,672.50	\$3.50	\$53,672.50
	CONCRETE SIDEWALK, 4"								
0033	6272	100	Sft	\$7.00	\$700.00	\$3.55	\$355.00	\$3.55	\$355.00
	CONCRETE SIDEWALK, 8"								
0034	6280	945	Syd	\$32.80	\$30,996.00	\$38.30	\$36,193.50	\$38.80	\$36,666.00
	CONCRETE PAVEMENT NON REINFORCED, 4"								
0035	6284	25	Syd	\$63.00	\$1,575.00	\$65.00	\$1,625.00	\$65.50	\$1,637.50
	CONCRETE PAVEMENT NON REINFORCED, 8"								
0036	6295	20	Ea	\$467.67	\$9,353.40	\$495.00	\$9,900.00	\$450.00	\$9,000.00
	ADJUST CASTINGS								
0037	6354	641	Ton	\$84.00	\$53,844.00	\$83.00	\$53,203.00	\$83.00	\$53,203.00
	HMA MIXTURE - 5E1								
0038	6362	668	Ton	\$84.00	\$56,112.00	\$76.00	\$50,768.00	\$76.00	\$50,768.00
	HMA MIXTURE - 3C								
0039	7005	3,120	Syd	\$4.50	\$14,040.00	\$7.00	\$21,840.00	\$2.00	\$6,240.00
	TOP SOIL 4" SCREENED								
0040	7015	3,120	Syd	\$1.03	\$3,213.60	\$1.50	\$4,680.00	\$0.75	\$2,340.00
	CLASS A SEED HYDRO-MULCH								
0041	8010	1	LSUM	\$45,000.00	\$45,000.00	\$28,974.00	\$28,974.00	\$35,500.00	\$35,500.00
	MINOR TRAFFIC CONTROL DEVICES								
0042	8110	6	Ea	\$150.00	\$900.00	\$125.00	\$750.00	\$125.00	\$750.00
	BARRICADE TYPE III LIGHTED - FURNISHED								
0043	8111	6	Ea	\$50.00	\$300.00	\$10.00	\$60.00	\$10.00	\$60.00
	BARRICADE TYPE III LIGHTED - OPERATED								
0044	8115	200	Ea	\$25.00	\$5,000.00	\$18.00	\$3,600.00	\$18.00	\$3,600.00
	42 INCH CHANNELIZING DEVICE - FURNISHED								
0045	8116	200	Ea	\$5.00	\$1,000.00	\$1.00	\$200.00	\$1.00	\$200.00
	42 INCH CHANNELIZING DEVICE - OPERATED								
<b>Bid Totals:</b>					<b>\$849,993.58</b>		<b>\$865,739.00</b>		<b>\$873,443.00</b>

Line	Pay Item Code	Quantity	Units	(3) Dykema Excavators, Inc.		(4) Bultsma Excavating, Inc.		(5) My-Con, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LSUM	\$43,500.00	\$43,500.00	\$64,085.00	\$64,085.00	\$50,000.00	\$50,000.00
	MOBILIZATION								
0002	1002	2	Ea	\$1,000.00	\$2,000.00	\$683.00	\$1,366.00	\$600.00	\$1,200.00
	REMOVE TREES 8" TO 18"								
0003	1003	1	Ea	\$2,000.00	\$2,000.00	\$1,688.00	\$1,688.00	\$1,100.00	\$1,100.00
	REMOVE TREES 19" TO 36"								
0004	1008	1,800	Ft	\$17.50	\$31,500.00	\$12.00	\$21,600.00	\$6.00	\$10,800.00
	REMOVE CURB AND GUTTER								
0005	1035	1,753	Syd	\$4.50	\$7,888.50	\$5.00	\$8,765.00	\$5.50	\$9,641.50
	REMOVE SIDEWALK								
0006	1045	138	Syd	\$9.00	\$1,242.00	\$7.00	\$966.00	\$5.50	\$759.00
	REMOVE PAVEMENT								
0007	1142	13	Ea	\$250.00	\$3,250.00	\$300.00	\$3,900.00	\$230.00	\$2,990.00
	REMOVE EX COVER AND CASTINGS								
0008	1143	6	Ea	\$250.00	\$1,500.00	\$167.00	\$1,002.00	\$200.00	\$1,200.00
	REMOVE EX VALVE AND BOX								
0009	1168	4	Ea	\$500.00	\$2,000.00	\$167.00	\$668.00	\$400.00	\$1,600.00
	REMOVE EX HYDRANT								
0010	1170	40	Ft	\$10.00	\$400.00	\$27.00	\$1,080.00	\$10.00	\$400.00
	REMOVE EX WATERMAIN								
0011	1212	6,610	Syd	\$4.00	\$26,440.00	\$2.50	\$16,525.00	\$2.75	\$18,177.50
	COLD MILL - 3"								
0012	1550	970	Syd	\$9.00	\$8,730.00	\$4.00	\$3,880.00	\$5.50	\$5,335.00
	REMOVE CONCRETE								
0013	4031	14	Ea	\$550.00	\$7,700.00	\$853.00	\$11,942.00	\$635.00	\$8,890.00
	COVER AND CASTING								
0014	4032	2	Ea	\$775.00	\$1,550.00	\$1,082.00	\$2,164.00	\$800.00	\$1,600.00
	CATCH BASIN COVER AND CASTING								
0015	5040	4	Ea	\$3,375.00	\$13,500.00	\$3,065.00	\$12,260.00	\$3,210.00	\$12,840.00
	HYDRANT								
0016	5076	4	Ea	\$1,525.00	\$6,100.00	\$1,281.00	\$5,124.00	\$1,365.00	\$5,460.00
	VALVE 6"								

Line	Pay Item Code	Quantity	Units	(3) Dykema Excavators, Inc.		(4) Bultsma Excavating, Inc.		(5) My-Con, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0017	5077	2	Ea	\$2,025.00	\$4,050.00	\$1,792.00	\$3,584.00	\$1,850.00	\$3,700.00
	VALVE 8"								
0018	5101	50	Ft	\$62.75	\$3,137.50	\$63.00	\$3,150.00	\$88.25	\$4,412.50
	D.I. CL 53 WATERMAIN 6"								
0019	5102	2,395	Ft	\$75.85	\$181,660.75	\$85.00	\$203,575.00	\$92.35	\$221,178.25
	D.I. CL 53 WATERMAIN 8"								
0020	5201	3	Ea	\$526.00	\$1,578.00	\$450.00	\$1,350.00	\$430.00	\$1,290.00
	6" D.I. WATERMAIN FITTING								
0021	5202	19	Ea	\$700.00	\$13,300.00	\$502.00	\$9,538.00	\$650.00	\$12,350.00
	8" D.I. WATERMAIN FITTING								
0022	5605	33	Ea	\$1,900.00	\$62,700.00	\$2,484.00	\$81,972.00	\$3,185.00	\$105,105.00
	1" WATER SERVICE, LONG SIDE								
0023	5606	33	Ea	\$1,350.00	\$44,550.00	\$581.00	\$19,173.00	\$1,110.00	\$36,630.00
	1" WATER SERVICE, SHORT SIDE								
0024	5607	1	Ea	\$2,650.00	\$2,650.00	\$3,043.00	\$3,043.00	\$4,160.00	\$4,160.00
	1.5" WATER SERVICE, LONG SIDE								
0025	5608	1	Ea	\$1,925.00	\$1,925.00	\$1,102.00	\$1,102.00	\$2,360.00	\$2,360.00
	1.5" WATER SERVICE, SHORT SIDE								
0026	6105	112	Cyd	\$50.00	\$5,600.00	\$63.00	\$7,056.00	\$52.50	\$5,880.00
	MISCELLANEOUS GRAVEL								
0027	6114	2,365	Ft	\$20.00	\$47,300.00	\$8.00	\$18,920.00	\$22.60	\$53,449.00
	STREET GRADE								
0028	6143	120	Syd	\$15.00	\$1,800.00	\$11.00	\$1,320.00	\$14.45	\$1,734.00
	6" AGGREGATE BASE (CIP)								
0029	6215	350	Sft	\$6.05	\$2,117.50	\$8.00	\$2,800.00	\$6.75	\$2,362.50
	SIDEWALK RAMP, ADA								
0030	6217	20	Ft	\$66.00	\$1,320.00	\$72.00	\$1,440.00	\$67.00	\$1,340.00
	DETECTABLE WARNING PLATES								
0031	6240	1,800	Ft	\$20.60	\$37,080.00	\$27.00	\$48,600.00	\$20.00	\$36,000.00
	CONCRETE CURB AND GUTTER, 30"								
0032	6270	15,335	Sft	\$3.85	\$59,039.75	\$6.00	\$92,010.00	\$4.40	\$67,474.00
	CONCRETE SIDEWALK, 4"								

Line	Pay Item Code	Quantity	Units	(3) Dykema Excavators, Inc.		(4) Bultsma Excavating, Inc.		(5) My-Con, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0033	6272	100	Sft	\$3.90	\$390.00	\$11.00	\$1,100.00	\$8.75	\$875.00
	CONCRETE SIDEWALK, 8"								
0034	6280	945	Syd	\$42.15	\$39,831.75	\$44.00	\$41,580.00	\$39.35	\$37,185.75
	CONCRETE PAVEMENT NON REINFORCED, 4"								
0035	6284	25	Syd	\$71.50	\$1,787.50	\$89.00	\$2,225.00	\$78.50	\$1,962.50
	CONCRETE PAVEMENT NON REINFORCED, 8"								
0036	6295	20	Ea	\$500.00	\$10,000.00	\$298.00	\$5,960.00	\$430.00	\$8,600.00
	ADJUST CASTINGS								
0037	6354	641	Ton	\$100.10	\$64,164.10	\$94.00	\$60,254.00	\$88.00	\$56,408.00
	HMA MIXTURE - 5E1								
0038	6362	668	Ton	\$93.50	\$62,458.00	\$93.00	\$62,124.00	\$87.00	\$58,116.00
	HMA MIXTURE - 3C								
0039	7005	3,120	Syd	\$8.00	\$24,960.00	\$5.00	\$15,600.00	\$6.00	\$18,720.00
	TOP SOIL 4" SCREENED								
0040	7015	3,120	Syd	\$1.00	\$3,120.00	\$1.50	\$4,680.00	\$1.75	\$5,460.00
	CLASS A SEED HYDRO-MULCH								
0041	8010	1	LSUM	\$36,500.00	\$36,500.00	\$21,102.00	\$21,102.00	\$23,755.00	\$23,755.00
	MINOR TRAFFIC CONTROL DEVICES								
0042	8110	6	Ea	\$140.00	\$840.00	\$129.00	\$774.00	\$125.00	\$750.00
	BARRICADE TYPE III LIGHTED - FURNISHED								
0043	8111	6	Ea	\$10.00	\$60.00	\$49.00	\$294.00	\$10.00	\$60.00
	BARRICADE TYPE III LIGHTED - OPERATED								
0044	8115	200	Ea	\$20.00	\$4,000.00	\$30.00	\$6,000.00	\$18.00	\$3,600.00
	42 INCH CHANNELIZING DEVICE - FURNISHED								
0045	8116	200	Ea	\$1.00	\$200.00	\$12.00	\$2,400.00	\$1.00	\$200.00
	42 INCH CHANNELIZING DEVICE - OPERATED								
<b>Bid Totals:</b>					<b>\$877,420.35</b>		<b>\$879,741.00</b>		<b>\$907,110.50</b>

Line	Pay Item Code	Quantity	Units	(6) Diversco Construction Co. Inc.		Bid Price	Total	Bid Price	Total	Bid Price	Total
				Bid Price	Total						
0001	1000	1	LSUM			\$56,600.00	\$56,600.00		\$0.00		\$0.00
	MOBILIZATION										
0002	1002	2	Ea			\$700.00	\$1,400.00		\$0.00		\$0.00
	REMOVE TREES 8" TO 18"										
0003	1003	1	Ea			\$1,975.00	\$1,975.00		\$0.00		\$0.00
	REMOVE TREES 19" TO 36"										
0004	1008	1,800	Ft			\$12.25	\$22,050.00		\$0.00		\$0.00
	REMOVE CURB AND GUTTER										
0005	1035	1,753	Syd			\$11.00	\$19,283.00		\$0.00		\$0.00
	REMOVE SIDEWALK										
0006	1045	138	Syd			\$8.00	\$1,104.00		\$0.00		\$0.00
	REMOVE PAVEMENT										
0007	1142	13	Ea			\$340.00	\$4,420.00		\$0.00		\$0.00
	REMOVE EX COVER AND CASTINGS										
0008	1143	6	Ea			\$395.00	\$2,370.00		\$0.00		\$0.00
	REMOVE EX VALVE AND BOX										
0009	1168	4	Ea			\$570.00	\$2,280.00		\$0.00		\$0.00
	REMOVE EX HYDRANT										
0010	1170	40	Ft			\$52.00	\$2,080.00		\$0.00		\$0.00
	REMOVE EX WATERMAIN										
0011	1212	6,610	Syd			\$1.10	\$7,271.00		\$0.00		\$0.00
	COLD MILL - 3"										
0012	1550	970	Syd			\$12.00	\$11,640.00		\$0.00		\$0.00
	REMOVE CONCRETE										
0013	4031	14	Ea			\$525.00	\$7,350.00		\$0.00		\$0.00
	COVER AND CASTING										
0014	4032	2	Ea			\$750.00	\$1,500.00		\$0.00		\$0.00
	CATCH BASIN COVER AND CASTING										
0015	5040	4	Ea			\$3,500.00	\$14,000.00		\$0.00		\$0.00
	HYDRANT										
0016	5076	4	Ea			\$1,854.00	\$7,416.00		\$0.00		\$0.00
	VALVE 6"										

Line	Pay Item Code	Quantity	Units	(6) Diversco Construction Co. Inc.		Bid Price	Total	Bid Price	Total	Bid Price	Total
				Bid Price	Total						
0017	5077	2	Ea	\$2,354.00	\$4,708.00			\$0.00		\$0.00	
	VALVE 8"										
0018	5101	50	Ft	\$133.70	\$6,685.00			\$0.00		\$0.00	
	D.I. CL 53 WATERMAIN 6"										
0019	5102	2,395	Ft	\$133.30	\$319,253.50			\$0.00		\$0.00	
	D.I. CL 53 WATERMAIN 8"										
0020	5201	3	Ea	\$695.00	\$2,085.00			\$0.00		\$0.00	
	6" D.I. WATERMAIN FITTING										
0021	5202	19	Ea	\$957.00	\$18,183.00			\$0.00		\$0.00	
	8" D.I. WATERMAIN FITTING										
0022	5605	33	Ea	\$4,703.00	\$155,199.00			\$0.00		\$0.00	
	1" WATER SERVICE, LONG SIDE										
0023	5606	33	Ea	\$2,395.00	\$79,035.00			\$0.00		\$0.00	
	1" WATER SERVICE, SHORT SIDE										
0024	5607	1	Ea	\$5,950.00	\$5,950.00			\$0.00		\$0.00	
	1.5" WATER SERVICE, LONG SIDE										
0025	5608	1	Ea	\$3,250.00	\$3,250.00			\$0.00		\$0.00	
	1.5" WATER SERVICE, SHORT SIDE										
0026	6105	112	Cyd	\$52.00	\$5,824.00			\$0.00		\$0.00	
	MISCELLANEOUS GRAVEL										
0027	6114	2,365	Ft	\$27.00	\$63,855.00			\$0.00		\$0.00	
	STREET GRADE										
0028	6143	120	Syd	\$29.00	\$3,480.00			\$0.00		\$0.00	
	6" AGGREGATE BASE (CIP)										
0029	6215	350	Sft	\$6.50	\$2,275.00			\$0.00		\$0.00	
	SIDEWALK RAMP, ADA										
0030	6217	20	Ft	\$66.00	\$1,320.00			\$0.00		\$0.00	
	DETECTABLE WARNING PLATES										
0031	6240	1,800	Ft	\$19.00	\$34,200.00			\$0.00		\$0.00	
	CONCRETE CURB AND GUTTER, 30"										
0032	6270	15,335	Sft	\$4.15	\$63,640.25			\$0.00		\$0.00	
	CONCRETE SIDEWALK, 4"										

Line	Pay Item Code	Quantity	Units	(6) Diversco Construction Co. Inc.		Bid Price	Total	Bid Price	Total	Bid Price	Total
				Bid Price	Total						
0033	6272	100	Sft			\$8.50	\$850.00		\$0.00		\$0.00
	CONCRETE SIDEWALK, 8"										
0034	6280	945	Syd			\$37.35	\$35,295.75		\$0.00		\$0.00
	CONCRETE PAVEMENT NON REINFORCED, 4"										
0035	6284	25	Syd			\$76.50	\$1,912.50		\$0.00		\$0.00
	CONCRETE PAVEMENT NON REINFORCED, 8"										
0036	6295	20	Ea			\$795.00	\$15,900.00		\$0.00		\$0.00
	ADJUST CASTINGS										
0037	6354	641	Ton			\$83.00	\$53,203.00		\$0.00		\$0.00
	HMA MIXTURE - 5E1										
0038	6362	668	Ton			\$76.00	\$50,768.00		\$0.00		\$0.00
	HMA MIXTURE - 3C										
0039	7005	3,120	Syd			\$11.00	\$34,320.00		\$0.00		\$0.00
	TOP SOIL 4" SCREENED										
0040	7015	3,120	Syd			\$2.90	\$9,048.00		\$0.00		\$0.00
	CLASS A SEED HYDRO-MULCH										
0041	8010	1	LSUM			\$23,083.00	\$23,083.00		\$0.00		\$0.00
	MINOR TRAFFIC CONTROL DEVICES										
0042	8110	6	Ea			\$125.00	\$750.00		\$0.00		\$0.00
	BARRICADE TYPE III LIGHTED - FURNISHED										
0043	8111	6	Ea			\$10.00	\$60.00		\$0.00		\$0.00
	BARRICADE TYPE III LIGHTED - OPERATED										
0044	8115	200	Ea			\$18.00	\$3,600.00		\$0.00		\$0.00
	42 INCH CHANNELIZING DEVICE - FURNISHED										
0045	8116	200	Ea			\$1.00	\$200.00		\$0.00		\$0.00
	42 INCH CHANNELIZING DEVICE - OPERATED										
<b>Bid Totals:</b>							<b>\$1,160,672.00</b>				

# 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 2022 41<sup>ST</sup> STREET WATERMAIN REPLACEMENT 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 28<sup>th</sup> Street SW, Wyoming, MI 49509.

"Contractor" means:

Wyoming Excavators, Inc

LEGAL NAME OF COMPANY

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

CORPORATION

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

9580 - 5 MILE RD NE

ADDRESS

ADA

CITY

MI

STATE

49301

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 Contract Documents.
2. City will pay the Contractor in accordance with the Contract 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

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: \_\_\_\_\_

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

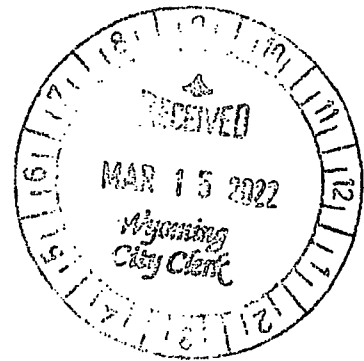
Contractor

By: \_\_\_\_\_  
*[Signature]*  
Signature of Bidder

\_\_\_\_\_  
NATHAN R POST  
Printed Name of Bidder

\_\_\_\_\_  
VICE PRESIDENT  
Title

Date signed: \_\_\_\_\_  
3/15/22



RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CONCUR WITH THE EMERGENCY ENGINE REPAIR OF A SALT SPREADER/PLOW TRUCK AND TO AUTHORIZE PAYMENT FOR THE REPAIR

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council concur with the emergency engine repair of a salt spreader/plow truck and authorize payment to the West Michigan International, LLC for the repair in the total amount of \$19,912.51.
2. Funds for the payments are budgeted in the Fleet Services Repairs and Maintenance Account 661-441-58200-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the emergency engine repair of a salt spreader/plow truck.
2. The City Council does hereby authorize payment to the West Michigan International, LLC in the total amount of \$19,912.51.

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 March 21, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Invoice

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: March 15, 2022  
Subject: Approval of Emergency Engine Repair  
From: Ted Seil, Fleet Services Supervisor  
Meeting Date: March 21, 2022

---

### **RECOMMENDATION:**

The Public Works Department recommends that the City Council approve repair invoice R101030725:01 from West Michigan International in the amount of \$19,912.51 for the emergency engine repair of City salt spreader / plow truck 505-001.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

City plow and salt trucks must be repaired in a timely manner during the winter maintenance season to ensure that streets are properly maintained and safe for residents.

### **DISCUSSION:**

On February 14, 2022, truck 505-001 was brought into the Fleet Services Division for low power and engine noise. Fleet Services staff determined the problem was likely an internal engine failure. Since the City is not equipped to do this type of repair and the truck is an International, the truck was taken to West Michigan International. It was determined that it did have an internal engine problem requiring significant repairs. Because truck 505-001 is a front-line salt spreader, emergency repair authorization was obtained from the City Manager in order to return the truck to the plowing fleet as soon as possible. Repairs were completed in early March and the truck has been returned to service.

### **BUDGET IMPACT:**

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

### **ATTACHMENT:**

Repair Invoice from West Michigan International



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

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

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

**SERVICE INVOICE: R101030725:01**

DATE ARRIVED	DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE				
2/3/2022 12:34:18PM	3/15/2022	SRET	Michael Hill	AR	505-001				
YEAR	MAKE	MODEL	VIN	Unit ID	CUST UNIT #	ENGINE HOURS	IN SERVICE	Component Serial #	ODOMETER
2011	INTERNATIONAL	7000 SERIES	1HTWCAAR9BJ392903	154141	505-001	3,743	12/3/2010		60395

**Sold Operations**



**Sold Operations (Cont.)**

**JOB #1 12 ENGINE**

COMPLAINT CAUSE CHECK ENGINE LIGHT FLASHES ON/OFF AND LOW POWER AND RUNS ROUGH

CORRECTION pulled codes for low fuel pressure. pulled the filters and found the fuel filter and the housing was full of a whitish yellow substance. checked the tanks and did not see anything. pulled the tank to get a better look and found the same looking stuff in the bents of the tank. emptied tank and tried to power wash it off and it does not move. looks like it is corrosion in the tank. need to replace the tank. pulled the fuel pressure sensor and found the same substance. will need to repair the fuel system. once repaired will need to diag the engine miss. may need injectors. installed the new fuel tank waiting on fuel replaced the fuel tank and cleaned the fuel system. had to replace the fuel pressure regulator and sensor. put fuel additive to the tank and filled with 15 gal of fuel. ran the engine and still running rough. multiple injectors are failing the cutout test. performed blowby and it is high but in spec at 5 in H2O. also noticed the exhaust smoking. need to replace the injectors. replaced the injectors ran the engine to temp and found still has a miss. performed a relative compression test and #6 fails. will need to pull the head and inspect the cam and the cylinders. \*\*customer approved power cylinders replacement\*\*DRAINED COOLANT AND OIL. REMOVED TURBO, EGR COOLER, FUEL FILTER HOUSING, ENGINE FAN AND FAN HUB. REMOVED INNER COOLER, ROCKER COVER, HIGH PRESSURE OIL RAIL AND ROCKER SHAFT. REMOVED INJECTORS AND PULLED HEAD. STRIPPED HEAD TO SEND OUT. REMOVED OIL PAN, BLOCK STIFFINER AND ROD CAPS, REMOVED PISTONS AND LINERS. CLEANED DECK AND MEASURED COUNTER BORES. HUNG NEW PISTONS ON RODS. INSTALLED NEW LINER AND MEASURED PROTRUSION. INSTALLED PISTONS AND TORQUED TO SPEC. REPLACED ALL MAIN BEARING SET. REMOVED BALANCER AND OIL PUMP FOR INSPECTION. CHECKS OUT GOOD. PUT PUMP BACK ON AND INSTALLED BALANCER. INSTALLED EXHAUST MANIFOLD AND INTAKE MANIFOLD ON HEAD. INSTALLED HEAD AND TORQUED TO SPEC. INSTALLED AIR MIXER DUCT AND EGR VALVE. INSTALLED ROCKER SHAFT AND ADJUSTED VALVES. RESEALED INJECTORS AND INSTALLED THEM. RESEALED HIGH PRESSURE OIL RAIL AND INSTALLED IT. FOUND THE ROCKER COVER GASKET WAS BAD AND REPLACED IT. INSTALLED ROCKER COVER. INSTALLED FUEL FILTER HOUSING AND EGR COOLER. INSTALLED TURBO AND HOSES. INSTALLED A NEW THERMOSTAT. INSTALLED FAN DRIVE AND FAN. INSTALLED BLOCK STIFFINER AND OIL PICK UP TUBE. INSTALLED OIL PAN, OIL FILTER AND FILLED WITH OIL -32 QTS. reinstalled the exhaust pipe, CAC pipes, refilled coolant INSTALLED AIR CLEANER ASSEMBLY. INSTALLED LEFT FENDER AND INNER FENDER. ENGINE WOULD NOT CANK. FOUND THE POS. BATTERY CABLE AT STATER WAS LOOSE. RAN ENGINE AND FOUND A LEAK AT FRONT OF EGR COOLER. DRAINED COOLANT AND REMOVED COOLANT TUBE FROM EGR COOLER. REPLACED O-RING AND PUT BACK TOGETHER. RAN AND CHECKED FOR LEAKS. PERFORMED MAF RECAL AND FINAL HEALTH REPORT. STEAM CLEANED. kevin road tested no issues.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	101D/BDT3M04029	3M HAND PAD, 7447, AO VERY FIN	3.49	3.49
4	101D/BDTC24703	CABLE TI	0.05	0.20
10	101D/BDTC24706	CABLE TI	0.25	2.50
6	101D/BDTC24707	CABLE TI	0.70	4.20
12	101D/FLTANCBC14Kf	FLEET AER NON CHL BRAKE CLN 14	3.69	44.28
33	101D/ZSH500010048B	FLUID,ROTELLA T4 TRIPROT 15W40	3.99	131.67
12	101D/ZSH550041810G	COOLANTS,SHELL ROTELLA ELC NIT	14.99	179.88
1	101D/ZSTS769PMT44	ELBOW,COMPOSITE BODY QUICK CON	4.07	4.07
1	101N/1833096C95	SEAL,KIT, FRONT OIL SEAL	146.98	146.98
2	101N/1841350C1	SEAL OIL PUMP	20.99	41.98
2	101N/1841365C3	BOLT PREV TORQUE M12X1.75X40MM	10.65	21.30
1	101N/1841479C1	SEAL COOLANT PORT	30.42	30.42
6	101N/1841650C1	WASHER LOWER SUPPORT	0.58	3.48
1	101N/1842130C3	THRMOSTA,THERMOSTAT ASSEMBLY	84.32	84.32



**Sold Operations (Cont.)**

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
6	101N/1842566C92	BEARING,KIT CRANKSHAFT FRONT B	92.29	553.74
6	101N/1842624C92	SEAL,KIT INJECTOR SEAL	16.94	101.64
1	101N/1842626C96	SEAL,KIT, HP OIL RAIL SEALS	90.08	90.08
4	101N/1844447C1	RING-O #214	13.14	52.56
1	101N/1846481C92	SENSOR, PRESSURE ASM	61.55	61.55
1	101N/1855127C1	RING O SIZE 214	6.90	6.90
2	101N/1871665C1	BOLT HEX FLNG M8 X 12 HIGH TEM	4.04	8.08
6	101N/1873161C2	BOLT M12 X 1.75 X 70MM	12.49	74.94
12	101N/1873884C2	BOLT CONNECTING ROD	10.62	127.44
1	101N/1878042C93	FILTER,KIT,FUEL FILTER	61.78	61.78
2	101N/1879755C1	RING O #112	2.51	5.02
1	101N/1880074C1	SEAL,BOLT W/SEAL OIL PUMP HOUS	5.30	5.30
1	101N/1881015C93	SENSOR, ASSEMBLY INTK MANIFOLD	96.26	96.26
1	101N/1882222C93	GASKET ASSY, VALVE COVER	431.70	431.70
14	101N/1883597C1	BOLT BEARING CAP	15.61	218.54
1	101N/1883724C92	BEARING,KIT,CRANKSHAFT REAR BE	389.28	389.28
1	101N/1884056C1	SHIELD TURBO HEAT	108.35	108.35
1	101N/1884925C1	GASKET INLET DUCT-INTAKE MANIF	16.30	16.30
1	101N/1885590C93	TUBE ASSY, TURBO OIL SUPPLY	162.53	162.53
1	101N/1886793C2	GASKET, EXHAUST MANIFOLD	50.34	50.34
1	101N/1889134C91	RING,KIT EXHAUST RING SEAL	34.75	34.75
6	101N/1889320C95	PACKAGE,KIT, PISTON SLEEVE RIN	544.34	3,266.04
3	101N/1891394C1	BOLT M12 X 70 STUD	13.66	40.98
1	101N/1893801C94	REGULATR,KIT, FUEL PRESSURE RE	48.63	48.63
1	101N/2506277C1	RING O FUEL LINE FITTING	2.51	2.51
1	101N/2507029C92	TANK FUEL 60GAL LT (SERVICE)	1,711.11	1,711.11
1	101N/2516372C93	MANIFOLD,KIT, POWER CYLINDER S	1,503.96	1,503.96
1	101N/3016259C91	SENSOR, ASSY PRESS	88.60	88.60
1	101N/3033222C92	TUBE,ASSY, HIGH PRESSURE HOSE	167.45	167.45
1	101N/3591094C1	FITTING *STRGHT NG8 VOSS QUICK	13.06	13.06
1	101N/3805267C2	CLAMP EXHAUST PIPE	48.04	48.04
2	101N/3869550C1	CLAMP EXHAUST PIPE V-BAND W/Q	45.53	91.06
6	101N/5010715R91	INJECTOR, I334, 466, REMAN	389.95	2,339.70
-6	101N/5010715R91-COI	INJECTOR, I334, 466, REMAN	250.00	-1,500.00
6	101N/5010715R91-COI	INJECTOR, I334, 466, REMAN	250.00	1,500.00
1	101N/7094443C1	SHIELD, HEAT EXHAUST MANIFOLD	94.03	94.03
1	101N/7094780C1	STUD, PREVAILING TORQUE BOLT	23.51	23.51
1	101X/D1008	DIESEL AID	5.77	5.77
6	101X/DEN1930	DENCO NON-CHLO BRAKE CLEANER	3.94	23.64
1	10439	PERFORMANCE ENGINEERING	1,200.00	1,200.00
5.40	LABOR 12-20	PRELIMINARY DIAGNOSIS AND FLUSHED FUEL FILTEF		459.00
	212 - Lenon, Todd - M233532			
6.20	LABOR 12-20	REPLACE ALL FUEL INJECTORS		527.00
	212 - Lenon, Todd - M233532			
1.50	LABOR 12-20	REPLACE FUEL PRESSURE REGULATOR AND VALVE		127.50



SERVICE INVOICE: R101030725:01

ESTIMATE: 3565593v0

Sold Operations (Cont.)				
QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1.00	LABOR 12-20	REPLACE FUEL PRESSURE SENSORS		85.00
2.00	LABOR 12-20	REPLACE FUEL TANK		170.00
	212 - Lenon, Todd - M233532			
49.80	LABOR 12-20	REPLACE POWER CYLINDERS INCLUDING MAINBEAR		4,233.00
	163 - Galle, Eric - M151070			
1.00	LABOR 12-30	RE-TEST FUEL SYSTEM/FINAL CHECK		85.00
2	FRT	FREIGHT TOLAS G15816801 PART 1842566C92	30.00	54.52
10	FUEL	FUEL CHARGE - SERVICE RO BILLING ONLY- 10 GALLC	4.92	49.20
15	FUEL	FUEL CHARGE - SERVICE RO BILLING ONLY- 15 GALLC	3.89	58.35
Prepay: 0.00 Parts: \$12,823.94 Labor: \$5,686.50 Misc: \$162.07 Sublet: \$1,200.00				\$19,872.51
<b>Sold Operations Totals</b>		<b>Prepay: 0.00 Parts: \$12,823.94 Labor: \$5,686.50 Misc: \$162.07 Sublet: \$1,200.00</b>		<b>\$19,872.51</b>

<p><b>CUSTOMER APPROVAL FOR REPAIRS NOT COVERED BY WARRANTY, POLICY, OR FIELD CHANGES</b></p> <p>FINANCE CHARGES WILL APPLY IF THE NEW BALANCE IS UNPAID ONE MONTH FROM CLOSING DATE OF STATEMENT. FINANCE CHARGE IS COMPUTED BY A PERIODIC RATE OF 2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% APPLIED TO THE PREVIOUS.</p> <p><b>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE.</b></p> <p>I HEREBY AUTHORIZE THE REPAIR WORK HERIN SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIALS AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSE BY UNAVAILABILITY OF PARTS OR DELAY IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON THE STREETS, HIGHWAYS, OR ELSEWHERE FOR THE PURPOSE OF TESTING AN/OR INSPECTION. AN EXPRESS GARAGE KEEPER'S LIEN IS HEREBY ACKNOWLEDGED ON THIS VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. I UNDERSTAND THAT PURSUANT TO SAID EXPRESS GARAGE KEEPER'S LIEN, I HAVE NO RIGHT OF POSSESSION TO THE ABOVE VEHICLE UNTIL THE REPAIRS THERETO HAVE BEEN PAID IN FULL OR UNTIL YOU AND/OR YOUR EMPLOYEES HAVE RELEASED THE VEHICLE TO ME.</p> <p>ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE</p>		<p><b>STATEMENT OF DISCLAIMER</b></p> <p>THE FACTORY WARRANTY CONSITTTUES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.</p>		<table border="1"> <thead> <tr> <th></th> <th>ESTIMATED</th> <th>BILLED</th> </tr> </thead> <tbody> <tr> <td>LABOR</td> <td></td> <td>\$5,686.50</td> </tr> <tr> <td>PARTS</td> <td></td> <td>\$12,823.94</td> </tr> <tr> <td>MISC</td> <td></td> <td>\$162.07</td> </tr> <tr> <td>SUBLET</td> <td></td> <td>\$1,200.00</td> </tr> <tr> <td>PREPAY</td> <td></td> <td>0.00</td> </tr> <tr> <td><b>SUBTOTAL</b></td> <td></td> <td><b>\$19,872.51</b></td> </tr> <tr> <td>SHOP SUPPLIES</td> <td></td> <td>\$40.00</td> </tr> <tr> <td>DISP FEES</td> <td></td> <td>\$0.00</td> </tr> <tr> <td>TAX</td> <td></td> <td>\$0.00</td> </tr> <tr> <td><b>TOTAL</b></td> <td></td> <td><b>\$19,912.51</b></td> </tr> </tbody> </table>			ESTIMATED	BILLED	LABOR		\$5,686.50	PARTS		\$12,823.94	MISC		\$162.07	SUBLET		\$1,200.00	PREPAY		0.00	<b>SUBTOTAL</b>		<b>\$19,872.51</b>	SHOP SUPPLIES		\$40.00	DISP FEES		\$0.00	TAX		\$0.00	<b>TOTAL</b>		<b>\$19,912.51</b>
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<p>AUTHORIZED BY _____</p> <p>DATE _____</p>		<p>-CERTIFICATION - All repairs and parts listed were furnished in compliance with Michigan Auto Repair Ace (P.A.300).</p> <p>_____ Company Authorized Representative</p>		<p><b>PLEASE REMIT PAYMENT TO:</b></p> <p><b>WEST MICHIGAN INTERNATIONAL LLC 575 56TH STREET SW GRAND RAPIDS, MI 49548</b></p>																																		

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A QUOTE FOR AUTOMATIC EXTERNAL DEFIBRILLATORS  
(AED) AND TO APPROVE THE ATTACHED BUDGET AMENDMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a quote from AED Brands for nine LifePak CR-2 AEDs and two LifePak CR-2 Trainer AEDs in the total amount of \$15,259.59.
2. Funds for the purchase will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from AED Brands for nine LifePak CR-2 AEDs and two LifePak CR-2 Trainer AEDs.
2. The City Council does hereby 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 March 21, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Budget Amendment  
Staff Report  
Quote

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: March 21, 2022**

**Budget Amendment No. 067**

To the Wyoming City Council:

A budget amendment is requested to appropriate \$15,779.85 of additional budgetary authority to provide the necessary funds to purchase 9 new AED machines for public use in City facilities.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Major Streets Fund</u></b>				
Allocation Fund - Human Resources - Risk Management - Risk - Office Supplies				
110-226-22800-727.000	4,800.00	15,779.85		20,579.85
Fund Balance/Working Capital (Fund 110)		<u>0.00</u>	<u>15,779.85</u>	

Recommended: *Jodi Yencar* \_\_\_\_\_  
 Finance Director City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_  
 that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the  
 foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

\_\_\_\_\_  
 City Clerk

## STAFF REPORT

Date: March 15, 2022

Subject: Purchase of AEDs for City Facilities

From: Lacey Koens, Risk Control Supervisor

Meeting Date: March 21, 2022

---

### RECOMMENDATION:

It is recommended that the City of Wyoming consider a budget amendment to purchase 9 new Automatic External Defibrillators (AEDs) for public use in city facilities. It is further recommended that the AEDs be purchased from AED Brands in the amount of \$15,871.59. Additionally, I recommend the purchase of 2 AED training devices at a cost of \$1,388.00.

### COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming is always working toward the health and safety of Wyoming's citizens and employees. The introduction of AEDs into city facilities was an important step in serving the public's health and safety needs as well as the employees and contractors who work at each of the facilities. The AEDs need to be updated to ensure their continued service.

### DISCUSSION:

The world of health and safety is always evolving. The introduction of Covid-19 into the mix has only served to highlight this fact. Unfortunately, the AEDs the city currently has are quickly approaching the end of their replacement window. Replacement need was accelerated due to the inability to get batteries for the current units.

AEDs have become central to many communities' successes in reducing mortality from sudden cardiac arrest. AEDs have been proven a safe, simple, and critically important life-saving device. Using AEDs as soon as possible after sudden cardiac arrest, within 3-4 minutes, can lead to a **60% survival rate**. \* CPR is of value because it supports the circulation and ventilation of the victim until an electric shock delivered by an AED can restore the fibrillating heart to normal. (Cardiac Science, n.d.).

Globally, there has been an increase in out-of-hospital cardiac arrest (OHCA) cases. Many areas have reported that the rate of OHCA is 2-3 times higher than during the same period in 2019. This increase is in part due to patients' reluctance to visit a health care provider for fear of contracting the COVID-19. It is also linked to the lingering effects of COVID-19 on cardiac health. (Zoll Medical Corp., 2021)

The pandemic has also impacted EMS response times, which have increased due to greater demand on teams and resources. Even a one-minute delay in care can decrease a victim's chance of survival by 10%, so early intervention by bystanders is especially critical during the first few minutes after a victim's collapse. (Zoll Medical Corp., 2021).

Additional statistics that show the need for AEDs amid Covid-19: (Phillips, 2021).

- 78% of people diagnosed with Covid-19 show evidence of heart damage caused by the disease weeks after recovery.
- Cardiac complications of Covid-19 are equal to those of SARS, MERS, and influenza combined.
- Arrhythmias (heart beats that are too fast, too slow, or irregular) are a top 3 risk of viral infections.
- 21% of ICU patients globally, hospitalized with Covid-19 had atrial fibrillation (an irregular rhythm that an AED will shock).

I have had the chance to demo a few units and I believe the LifePak CR-2 is the best fit for the City of Wyoming. Reasons for purchasing the LifePak CR-2 include, bilingual abilities (English and Spanish), Child mode, 4 year shelf life for battery and pads, lower cost of replacement batteries and pads, and the ability to trade in our old units for additional cost savings.

References:

Cardiac Science. (n.d.) Lives Lost –The Case for AEDs in Your Organization. Retrieved from <https://ohsonline.com/~media/CBFA9EAC643F46EEA64F9FA20B896804.pdf>

Zoll medical Corp. (2021). Workplace safety practices have changed, but the need for an AED hasn't. Retrieved from <https://www.zoll.com/zoll-news/2020/11/20/workplace-safety-practices-have-changed-but-the-need-for-an-aed-hasnt>

Phillips. (2021). Be prepared for a surge in cardiac arrests related to COVID-19. <https://www.usa.philips.com/healthcare/resources/landing/covidaed#!>

## **BUDGET IMPACT:**

With the ability to get AEDs in question due to a number of supply shortages, I request a budget amendment be made to purchase 9 LifePak CR-2 Defibrillators. The quote from AED Brands for 9 LifePak CR-2 AEDs is \$15,871.59. Additionally, I am requesting two LifePak CR-2 Trainer AEDs be purchased to ensure our employees understand how to utilize the AEDs. The quote from AED Brands for these is \$1,388.00. Total for 9 AED's and 2 training AEDs is \$17,259.59.

We can trade in our old AEDs once the new ones are in service. We will receive a rebate of \$250.00 per unit. We have 8 units, for a total of \$2,000. This brings the final total to \$15,259.59.

PLEASE SEE ATTACHED QUOTES

# Quote



AED Brands  
55 Chastain Road, NW  
Suite 112  
Kennesaw, GA 30144  
AEDbrands.com  
800-580-1375

**Date** 3/3/2022  
**Quote #** 53271  
**Sales Rep** RD

## Bill To

City of Wyoming  
Lacey Koens

2660 Burlingame Ave SW  
Wyoming MI 49509

## Ship To

City of Wyoming  
Lacey Koens

2660 Burlingame Ave SW  
Wyoming MI 49509

Item	Description	Quantity	Price Each	Total Price
99512-001265	CR2 Semi Automatic AED Dual Language English/Spanish with Carry Case Includes: - 8-Year Warranty - Carry Case - 4-Year Battery - Adult/Child Pads - Owners Manual - Physician's Prescription - AED Inspection Tag - "AED On-Site" Window Static Sticker	9	\$1,763.51	\$15,871.59
11250-000162	LIFEPAK CR2 Trainer	2	\$694.00	\$1,388.00
Discount	Stryker Rebate (Not reflected in final pricing)	8	-\$250.00	-\$2,000.00
FREE SHIPPING	FREE SHIPPING	1	\$0.00	\$0.00

Quote good for 60 days

**Prepared By** Rees  
**Memo** Rebate not reflected in final pricing  
Stryker will supply trade in rebate on arrival of your devices  
\$250 per CR-Plus

Sub-Total \$15,259.59  
Taxes \$0.00  
Total \$15,259.59

DUAL LANGUAGE, FREE CARRYING CASE, WIFI

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT AN AGREEMENT FROM HISPANIC CENTER  
OF WESTERN MICHIGAN AND TO AUTHORIZE THE MAYOR AND CITY CLERK  
TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached staff report, Hispanic Center of Western Michigan has provided the City with an agreement to provide interpretation and translation services.
2. It is recommended the City Council approve the agreement.
3. Funds are budgeted in various departmental accounts with the appropriate account being charged at the time of service.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept an agreement from Hispanic Center of Western Michigan.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 21, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Proposal  
Agreement

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: March 10, 2022  
Subject: Hispanic Center of Western Michigan: Interpretation & Translation Services  
From: Kristen Bosker, Human Resources Specialist  
Meeting Date: March 21, 2022

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### **RECOMMENDATION:**

It is recommended that the City Council accept a proposal from the Hispanic Center of Western Michigan to provide interpretation and translation services.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The Hispanic Center of Western Michigan provides interpretation and translation services to limited-English proficient (LEP) persons. City personnel use on-site interpretation to assist LEP persons, ensuring all community members are understood and valued, are treated respectfully, courteously, and with dignity, and have equal opportunities. The Hispanic Center of Western Michigan offers certified professionals who are able to interpret in 200 languages and translation services in more than 80 languages. Each time interpretation and translation services are used, the City demonstrates the mission of Community, Safety, Stewardship, ensuring that the citizens have equal access to programs, services, and activities.

### **DISCUSSION:**

The City of Wyoming is a diverse community, and clear understanding is vital to the well-being and satisfaction of those we serve. By offering language assistance wherever, and whenever needed, we will bridge language gaps, improve communication with citizens, and comply with laws and regulations and impact federal funding.

As a part of our policy commitment, and as required by law, the City engages with, and in 2020 entered into a contract with Language Line Services, Inc. for interpretation and translation services. Language Line Services have proven to be an excellent resource.

It is my recommendation that we expand our interpretation and translation services by adding the Hispanic Center of Western Michigan as another vendor to provide this valuable service to our staff and community. The attached proposal and contract are attached.

### **BUDGET IMPACT:**

Last year the City of Wyoming paid approximately \$6,000 for interpretation and translation services. In the event future cost exceeds \$8,500.00 due to the City's requirements under federal grants, this service contract is presented to you for approval. Budgeted funds for interpretation and translation services are in various departmental accounts, with the appropriate account being charged at the time of service.

Attachments:  
Contract  
Proposal

CITY OF  
**Wyoming**  
MICHIGAN

**PROFESSIONAL SERVICES CONTRACT**  
CITY OF WYOMING, MICHIGAN  
(OVER \$8,500)

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

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905.

Professional means: Hispanic Center of Western Michigan  
[Name of contracting entity]  
A Michigan corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
1204 Grandville Ave SW  
[Professional's street address]  
Grand Rapids, MI 49503  
[Professional's city, state & zip]

*Professional's personnel* means Professional's directors, members, partners, officers, employees, contractors, consultants, agents and representatives and any other individuals or entities Professional engages to provide services under the Contract.

*Deliverables* means the work products of Professional's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

*Effective Date* means: March 14, 2022.

*Goods* means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Professional as itemized or stated in the Proposal.

*Proposal* means Professional's proposal attached as Exhibit B.

*Services* means the services described and specified in the Proposal.

*Standard Terms* means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

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

1. Professional will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Professional represents and warrants, except for those specifically waived or modified in this paragraph, Professional is complying with and will comply with the Standard Terms. 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 City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

CITY OF WYOMING

Hispanic Center of Western Michigan

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
[Signature officer, director or principal of Professional]

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

\_\_\_\_\_  
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: \_\_\_\_\_, 20\_\_

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:



\_\_\_\_\_  
Scott G. Smith, City Attorney

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts.
3. **Grant Compliance.** Professional represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Professional has reviewed and will comply with all applicable grant agreement terms and conditions.
5. **Qualifications.** Professional represents and promises that:
  - A. Professional has and will maintain, and Professional's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
  - B. Neither Professional nor any of Professional's personnel: (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 with a government agency; 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 criminally charged with committing 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 Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Professional and Professional's personnel are not listed on HUD's list of debarred and suspended participants.
  - D. Unless otherwise approved by the City Purchasing Director or City Attorney, Professional and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
  - E. Neither Professional nor Professional's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that Professionals or others engage in for or on behalf of City. Accordingly:
  - A. Professional in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
  - B. Professional will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975 ,and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
  - C. If Professional will engage with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Professional must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
  - D. Professional must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
  - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.
  - F. Professional must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Professional is in the sole possession of another who fails or refuses to furnish it, Professional must so certify to City.
7. **Ethical Standards.** Professional and Professional's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a 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 Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.
8. **Media Releases.** Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must 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 Professional will e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form.

10. Document Ownership and Use. All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to City upon City's payment of any amounts due Professional under the City Contract. City will hold Professional harmless from and indemnify Professional for any liability resulting from the use of those documents for a purpose or project beyond the purposes and projects for which they were provided to City.

11. Intellectual Property. Professional guarantees the sale or use of software, copies, records, or other intellectual property provided or used to perform the Services and all deliverables will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

12. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. Professional Responsibility. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

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

15. Insurance. Professional must obtain and maintain the following insurance:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person      \$2,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
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).

<b>PROFESSIONAL LIABILITY INSURANCE</b>
Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
<b>ADDITIONAL INSURED</b>
If this 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: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

Upon City request, Professional will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

16. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Professional will, upon City's request, allow inspection, auditing, and copying of all retained records.

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

18. Independent Contractor. Professional is wholly independent of City. None of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for acts, omissions, and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for the Services. City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

## EXHIBIT B



1204 Grandville Ave SW  
 Grand Rapids, MI 49503-4920  
 (616) 742-0200 | Fax (616) 248-0950  
[www.hispanic-center.org](http://www.hispanic-center.org)

## 2022 SPECIFICATION OF INTERPRETATION AND TRANSLATION SERVICES

Pursuant to the Agreement with \_\_\_\_\_, **(customer)** enters into a contract to have the Hispanic Center of Western Michigan-Language Services **(vendor)** provide **Interpretation and Translation Services**, including, but not limited to, the following:

**\*ALL PRICING MAY BE NEGOTIATED BASED ON VOLUME, AND TYPE OF AGREEMENT (MOU, CONTRACT, ETC.).**

### ON-SITE INTERPRETATION

#### PRICING

- SPANISH, regular scheduled hours (*M-F, 8:00 am – 5:00 pm*) **\$50.00** per hour
  - After hours, same day, weekends, and holidays **\$55.00** per hour
- OTHER LANGUAGES, regular scheduled hours (*M-F, 8:00 am – 5:00 pm*) **\$55.00** per hour
  - After hours, same day, weekends, and holidays **\$60.00** per hour
- SPANISH, conference, public speaking, and simultaneous **\$80.00** per hour
  - After hours, same day, weekends, and holidays **\$85.00** per hour
    - *Two interpreters will be needed for public/conference/simultaneous engagements lasting longer than 30 minutes.*
    - *Interpretation equipment available at an additional fee.*
- OTHER LANGUAGES, conference, public speaking, and simultaneous **\$90.00** per hour
  - After hours, same day, weekends, and holidays **\$95.00** per hour
    - *Two interpreters will be needed for public/conference/simultaneous engagements lasting longer than 30 minutes.*
    - *Interpretation equipment available at an additional fee.*
- SPANISH, Legal **\$100.00** per hour
  - After hours, same day, weekends, and holidays **\$105.00** per hour
- OTHER LANGUAGES, Legal **\$110.00** per hour
  - After hours, same day, weekends, and holidays **\$115.00** per hour
- TRAVEL TIME **\$30.00** per hour
  - *Travel Time will be billed at \$30 per hour roundtrip for any assignment thirty minutes or more each way from the place of operations of the Vendor's interpreter. After the full sixty-minute mark, additional time will be charged in fifteen minute increments. (e.g., a one hour and ten minutes trip will be billed as 1.25 hours: \$37.50).*
- MILEAGE **IRS Michigan Rate**
  - *Mileage will be billed roundtrip for any assignment ten miles and over from the place of operations of the Vendor's interpreter.*

#### SPECIFICATIONS

- AVAILABILITY OF SERVICES
  - *Interpretation services are offered twenty-four hours per day, seven days per week.*
  - *Interpretation requests may be sent via email to [interpretations@hispanic-center.org](mailto:interpretations@hispanic-center.org) or by calling 616-742-0194.*

- *For customers in the medical field, on-call services are available upon request.*
- **MINIMUM CHARGE**
  - *Each appointment is scheduled and charged at a minimum duration of one hour. (e.g., if the Customer requests an interpreter for forty-five minutes, the appointment will be scheduled for one hour).*
  - *Each appointment scheduled for more than one hour will be charged at a minimum of the scheduled duration. (e.g., if an appointment is scheduled at 1.50 hours and does not exceed scheduled duration, the Customer will be charged for 1.50 hours).*
    - *Any additional time after the scheduled duration will be charged in increments of fifteen minutes. (e.g., an appointment that is scheduled for one hour but lasts for one hour and twenty-two minutes will be charged for 1.50 hours).*
- **PARKING**
  - *If an interpretation appointment generates an unavoidable parking fee, the fee will be charged to the Customer as reimbursement along with necessary documentation.*
- **SAME DAY MODIFICATIONS – appointment time or duration**
  - *Any modifications to the time or duration made after hours (after 5:00 pm) the day before or on the same day of the original scheduled request will result in an additional charge.*
    - *Any appointment requested to start fifteen minutes or more before the originally scheduled start time will result in the time difference being charged at the same day rate. (e.g., an appointment scheduled to begin at 2:00 pm but changed to start at 1:30 pm will result in an additional thirty-minute charge at the same day rate).*
    - *Any appointment requested to start less than fifteen minutes before the originally scheduled start time will result in the time difference being added to the originally scheduled duration at the applicable rate. (e.g., an appointment scheduled to begin at 8:00 am but changed to start at 7:50 am will result in an added charge of .25 hours at the after-hours rate).*
- **CANCELLATIONS**
  - *Cancellations made before or during regular scheduled hours the day before the appointment will not be charged.*
  - *Cancellations made during after hours (after 5:00 pm) the day before or on the same day of the appointment will be charged for full scheduled duration.*

### **OVER THE PHONE INTERPRETATION (OPI)**

#### **PRICING**

- **SPANISH, regular scheduled hours (M-F, 8:00 am – 5:00 pm)** **\$1.25** per minute
  - After hours, same day, weekends, and holidays **\$1.50** per minute
- **OTHER LANGUAGES, regular scheduled hours (M-F, 8:00 am – 5:00 pm)** **\$2.00** per minute
  - After hours, same day, weekends, and holidays **\$2.25** per minute

#### **SPECIFICATIONS**

- **AVAILABILITY OF SERVICES**
  - *Interpretation services are offered twenty-four hours per day, seven days per week.*
  - *Interpretation requests may be sent via email to [interpretations@hispanic-center.org](mailto:interpretations@hispanic-center.org) or by calling 616-742-0194.*
- **MINIMUM CHARGE**
  - *Each pre-scheduled phone interpretation appointment is scheduled and charged at a minimum duration of thirty minutes. (e.g., if the Customer*

*requests an interpreter for five minutes, the appointment will be scheduled for thirty).*

- *Each pre-scheduled phone interpretation appointment scheduled for more than thirty minutes will be charged at a minimum of the scheduled duration. (e.g., if an appointment is scheduled at forty minutes and does not exceed scheduled duration, the Customer will be charged for forty minutes).*
  - *Any additional time after the scheduled duration will be charged in increments of one minute. (e.g., an appointment that is scheduled for forty minutes but lasts for forty-seven minutes will be charged for forty-seven minutes).*
- *Each OnDemand phone interpretation is charged at a minimum duration of fifteen minutes. (e.g., if the interpretation only lasts for five minutes, the appointment will be charged for fifteen).*

- **CANCELLATIONS**

- *Cancellations made before or during regular scheduled hours the day before the appointment will not be charged.*
- *Cancellations made during after-hours (after 5:00 pm) the day before or on the same day of the appointment will be charged for full scheduled duration.*

### **VIDEO REMOTE INTERPRETATION (VRI)**

#### **PRICING**

- **SPANISH, regular scheduled hours (M-F, 8:00 am – 5:00 pm)** **\$1.50** per minute
  - **After hours, same day, weekends, and holidays** **\$1.75** per minute
- **OTHER LANGUAGES, regular scheduled hours (M-F, 8:00 am – 5:00 pm)** **\$2.00** per minute
  - **After hours, same day, weekends, and holidays** **\$2.25** per minute
- **SPANISH, simultaneous, regular scheduled hours (M-F, 8:00 am – 5:00 pm)** **\$2.50** per minute
  - **After hours, same day, weekends, and holidays** **\$2.75** per minute
    - *Two interpreters will be needed for public/conference/simultaneous engagements lasting longer than 30 minutes.*
- **OTHER LANGUAGES, simultaneous, regular scheduled hours (M-F, 8:00 am – 5:00 pm)** **\$3.00** per minute
  - **After hours, same day, weekends, and holidays** **\$3.25** per minute
    - *Two interpreters will be needed for public/conference/simultaneous engagements lasting longer than 30 minutes.*

#### **SPECIFICATIONS**

- **AVAILABILITY OF SERVICES**

- *Interpretation services are offered twenty-four hours per day, seven days per week.*
- *Interpretation requests may be sent via email to [interpretations@hispanic-center.org](mailto:interpretations@hispanic-center.org) or by calling 616-742-0194.*

- **MINIMUM CHARGE**

- *Each pre-scheduled video interpretation appointment is scheduled and charged at a minimum duration of thirty minutes. (e.g., if the Customer requests an interpreter for twenty minutes, the appointment will be scheduled for thirty).*
- *Each pre-scheduled video interpretation appointment scheduled for more than thirty minutes will be charged at a minimum of the scheduled duration. (e.g., if an appointment is scheduled at forty minutes and does not exceed scheduled duration, the Customer will be charged for forty minutes).*
  - *Any additional time after the scheduled duration will be charged in increments of one minute. (e.g., an appointment that is scheduled for thirty minutes but lasts for thirty-seven minutes will be charged for thirty-seven minutes).*

- *Each OnDemand video interpretation is charged at a minimum duration of fifteen minutes. (e.g., if the interpretation only lasts for five minutes, the appointment will be charged for fifteen).*
- CANCELLATIONS
  - *Cancellations made before or during regular scheduled hours the day before the appointment will not be charged.*
  - *Cancellations made during after-hours (after 5:00 pm) the day before or on the same day of the appointment will be charged for full scheduled duration.*

## TRANSLATIONS

### PRICING

- TRANSLATIONS (Spanish/English & English/Spanish)
  - Letter size document **\$45.00** per page
  - Legal size document **\$55.00** per page
  - Postcard **\$35.00** per page
  - Brochure **\$200.00** per brochure
- TRANSLATIONS (Other/English & English/Other)
  - Letter size document **\$60.00** per page
  - Legal size document **\$70.00** per page
  - Postcard **\$45.00** per page
  - Brochure **\$250.00** per brochure
- WEBSITES **\$0.15 – \$0.20** per word
  - *Pricing dependent on the format of the text and may be quoted per word or per page.*
- PROOFREADING **\$20.00** per page/**\$0.12** per word
- TRANSCRIPTIONS **\$0.20** per word
- VIDEO DUBBING **\$25.00** per minute
- POWERPOINT **\$30.00** per slide/**\$0.20** per word

### SPECIFICATIONS

- AVAILABILITY OF SERVICES
  - *Translation services are offered Monday through Friday, from 9:00 am until 5:00 pm*
  - *Translation requests may be sent via email to [translations@hispanic-center.org](mailto:translations@hispanic-center.org) or by calling 616-246-0936.*
  - *Translation projects will be delivered within five to ten business days unless otherwise requested by Customer or specified by Translation Coordinator.*
- MINIMUM CHARGE
  - *Pricing listed are starting rates and will act as minimum charges for projects.*
  - *Each project is subject to increase depending on the project, timeline, language, and complexity.*
- QUOTES
  - *Quotes are customized to fit each individual project, and are sent to the client to be signed prior to beginning any document translation.*
- ADDITIONAL FEES

- *Additional fees may be applied to "rush" delivery projects or projects requested to be completed and delivered within five business days.*
- *Additional fees may be applied to projects due to complex formatting and additional editing.*
- CANCELLATIONS
  - *Translation projects that are cancelled after confirmation will be charged based on the progress of the translation.*

**ADDITIONAL TRANSLATION SERVICES**

- Dubbing and voice-over services available upon request.
- Notarization of documents available upon request.

**BILLING AND PAYMENT AGREEMENT**

As compensation for the duties described herein, \_\_\_\_\_ is to pay the Vendor at the aforementioned rates.

The Vendor will submit invoices after the fifteenth for appointments covered from the first until the fifteenth of the month and after the last day of the month for appointments covered from the sixteenth of the month until the last day of the month. Invoices will be sent based on the following information:

Accounting contact: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Billing address: \_\_\_\_\_

The Purchaser will have 30 days to pay said invoice(s).

Signatures affirm agreement to terms state above.

Customer:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Position*

Hispanic Center of Western Michigan (Vendor)

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Position*

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FOR AUDIT SERVICES  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, proposals were received to provide audit services.
2. It is recommended the City Council accept the proposal received from Rehmann Robson LLC in the amounts as shown on the attached staff report.
3. Funds for the audit services are budgeted in the Professional Service account #101-201-20100-801000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize acceptance of the proposal to perform audit services from Rehmann Robson LLC.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 21, 2022.

ATTACHMENTS:  
Staff Report  
Contract

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: March 3, 2022

Subject: Audit Services for Fiscal Years 2022, 2023 and 2024 with possible extension to Fiscal Years 2025 and 2026

From: Jodi Yenchar, Finance Director

Meeting Date: March 21, 2022

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### RECOMMENDATION:

It is recommended that the City Council accept the proposal submitted for audit services from Rehmann for the amounts listed below:

Fiscal Year	Audit	Single Audit (if needed)	KCDA Audit
2022	\$41,580	\$5,145	\$12,285
2023	\$43,250	\$5,350	\$12,775
2024	\$44,980	\$5,570	\$13,290
2025	\$46,780	\$5,800	\$13,825
2026	\$48,650	\$6,035	\$14,375

\*Additional services as a negotiated rate

### COMMUNITY, SAFETY, STEWARDSHIP:

Every fiscal year, the City is required to have an audit of its financial records completed by a firm of Certified Public Accountants. Federal grants are subject to single audit procedures as required by the Office of Management & Budget with a report on federal expenses being issued. The State of Michigan requires all recipients of the Act 51 Local & Major Street Funding to have a performance audit done and a report sent to the Michigan Department of Transportation. The City submits its audit report to the Government Finance Officers Association as part of GFOA's excellence in financial reporting program as well as to various bonding and granting agencies. The audit is posted on our website for our residents to access as part of our transparency reporting program.

Stakeholders need to have confidence that the funds the City receives are being handled properly and in compliance with laws and regulations. The City has solicited proposals to ensure the City receives a quality audit at an economical rate resulting in the best value for this necessary service.

## **DISCUSSION:**

In December, a Request for Proposal (RFP) was developed along with a matrix of criteria by which to evaluate the proposals received. Of the 72 registered bidders, 16 downloaded the RFP and four firms responded with proposals. Each of the four proposals received were reviewed and scored by the Finance Department, assisted by Peter Haefner (consultant). The evaluation team concluded Rehmann's proposal provides the best value for the City as the firm continues to have the industry experience and knowledge necessary to perform the services required by the City at the best price. Below is a summary of the evaluation matrix:

	<b>Accutrak</b>	<b>Maner</b>	<b>Plante Moran</b>	<b>Rehmann</b>
<b>Audit Firm Personnel</b>	3	23	32	<b>32</b>
<b>Understanding</b>	16	30	30	<b>31</b>
<b>Additional Services</b>	2	5	5	<b>5</b>
<b>Audit Fees/Time</b>	10	20	10	<b>20</b>
<b>Total Points</b>	31	78	77	<b>88</b>
<b>Total Fees (2022)</b>	\$48,600	\$65,500	\$96,470	<b>\$59,010</b>

Accutrak did not demonstrate or provide support of government industry knowledge. Maner and Plante Moran ranked close, but at a higher cost and a lesser value than Rehmann would provide. This was mainly due to the time commitment requested, knowledge of City information systems, and lack of training opportunities for City staff.

## **BUDGET IMPACT:**

Funds for audit services are budgeted at the Finance Department level in the General Fund accountant number 101-201-20100-801000. It is estimated that the expense for fiscal year 2022 will be \$59,010. Bonding costs or additional services will depend on the City's needs on an annual basis.

**PROFESSIONAL AUDITING SERVICES CONTRACT**

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

**Recitals**

City requested bids/proposals for the **Professional Auditing Services** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of February 1, 2022 and related required materials (the "Bid") that was selected by City

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

"Contractor" means: Rehmann Robson LLC  
LEGAL NAME OF COMPANY

---

Limited Liability Company in Michigan  
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

---

2330 E. Paris Ave SE  
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

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Grand Rapids, MI 49546  
STREET ADDRESS

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CITY STATE ZIP CODE

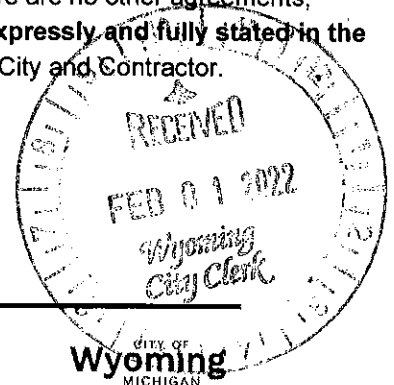
"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) the City receives all bonds, insurance documents, and other documents required from Contractor.

**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 Contract Documents.
2. City will pay the Contractor in accordance with the Contract 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.

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



City of Wyoming

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_

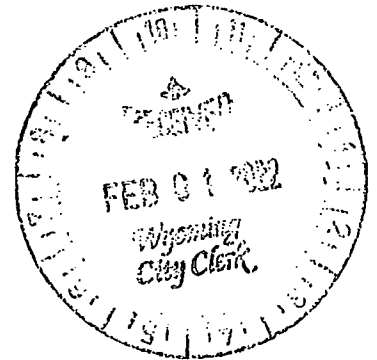
Approved as to form: \_\_\_\_\_  
*[Signature]*  
Scott G. Smith, City Attorney

Contractor

By: *[Signature]*  
Signature for Contractor

Kim Lindsay, CPA, Principal  
Printed Name & Title of Person Signing

Date signed: 1-26-2022



RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE A JANITORIAL CONTRACT WITH  
WEST MICHIGAN JANITORIAL 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 approve a janitorial contract with West Michigan Janitorial for janitorial services beginning March 22, 2022, through March 22, 2025.
2. The contract with the previous cleaning company was terminated due to continued concerns.
3. It is estimated the City will spend approximately \$762,845 over the three-year contract.
4. Funds are budgeted in various departmental accounts.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve a janitorial contract with West Michigan Janitorial.
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 March 21, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Contract

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: March 14, 2022

Subject: Janitorial Services Contract

From: Troy Rinks, Facilities Foreman

Meeting Date: March 21, 2022

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### **RECOMMENDATION:**

It is recommended that the City Council approve a Janitorial Services Contract with West Michigan Janitorial from March 22, 2022, through March 22, 2025, for janitorial services at the 62A District Court, City Hall, Public Works, Library, Public Safety and Wyoming Senior Center buildings. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Maintaining the cleanliness of city facilities is critical in creating safe and productive spaces for guests, citizens, staff, and for allowing the City Council to conduct essential business. Further, proper maintenance of City facilities extends the life cycle of the City's assets.

### **DISCUSSION:**

On December 20, 2021, the City Council awarded the Janitorial Services Bid to Professional Building Services (PBS), for a three-year contract term starting January 1, 2022. PBS had the low bid price of approximately \$199,000 – significantly lower than the second highest low bid price of \$236,000 provided by West Michigan Janitorial (WMJ). Facilities and Police Department staff interviewed multiple references for PBS as well as company staff themselves prior to awarding the bid; the results of this research did not warrant a recommendation to award to the second highest bidder.

Despite repeated calls, emails and meetings, PBS has not met bid specification performance requirements. A final in-person meeting with PBS was held on February 22 to review specifications, discuss needed improvements, and offer a final chance for resolution. Their leadership stressed low staffing issues but did not offer any real solutions. Since that meeting, cleaning specifications continue to not be met, to the point where City flooring (for instance) is starting to irreparably suffer.

The second highest bidder and former cleaning contractor, WMJ, was interviewed to determine if they would be willing to enter into a cleaning contract at their original bid price. WMJ indicated that they were willing to enter into a cleaning contract but with slight increases over their initial bid prices due to employee wage increases (both internally and market) and equipment transfer and storage costs.

As indicated in the attached letter and contract, the following pricing was determined: \$245,265 for year 1; \$254,364 for year 2; and \$263,216 for year 3. Additionally, the contract is structured such that the City and WMJ can extend the contract at one-year intervals, depending on economic climate conditions, as approved by the City Council.

These annual costs are approximately 25% higher than both the low bid amount and 2021 cleaning contract pricing of \$200,000. However, given the level of service that PBS has provided, it is in the City's best interest to enter into a contract with WMJ to provide these services. Cancellation of the contract with PBS does not require Council approval and will occur upon Council approval of this new contract with WMJ.

**BUDGET IMPACT:**

Sufficient funds have been budgeted in various departmental accounts:

<b>Building</b>	<b>Account</b>
62A District Court	101-136-13610-930.000
Public Library	401-267-26700-930.000
City Hall	101-267-26700-930.000
Senior Center	208-752-75800-930.000
Public Works	661-441-58300-930.000
Public Safety	101-305-30610-930.000

**ATTACHMENT:**

WMJ Letter  
Contract



City of Wyoming  
Attn: Aaron Vis and Troy Rinks  
115 - 28<sup>th</sup> Street SW  
Wyoming, MI 49509

Dear Aaron Vis and Troy Rinks,

I would like to begin by thanking you for giving WMJ the opportunity to return to City of Wyoming. We hope we can together reestablish our partnership and correct the level of janitorial service that is being provided by the current contractor.

When WMJ received notice that City of Wyoming chose another provider due to pricing, our top priority was that all our staff at City of Wyoming would remain employed by WMJ and that the transition for our employees would be as smooth as possible. WMJ incurred management and HR costs associated with contacting and renegotiating the job location and wage of all our employees who previously worked for City of Wyoming. As indicated in my bid, WMJ had a very loyal and tenured staff at City of Wyoming. Between the key team members WMJ had 79 years of experience at City of Wyoming. To make the transition smooth for those employees we had to give them all a special 4% raise to relocated and retain them as employees. WMJ's goal is bring all these employees back to City of Wyoming but this will make us approximately 4% over budget when we submitted our bid in October.

WMJ also had to remove all cleaning solution dispensers, maid carts, cleaning tools, and cleaning equipment which was 2 full truckloads. These items had to be stored temporarily in our warehouse and then put into long term storage. If WMJ returns to City of Wyoming we will need to place these items back and replace some items that didn't handle the move well such as cleaning dispensers.

Two additional risks that WMJ now faces is the cost of replacing employees at the accounts that former City of Wyoming employees have been cleaning at and the possibility that not all these employees will return to City of Wyoming. We may have to hire new people at a higher rate along with sign on bonuses ranging from \$500-\$1,000 per employee.

To summarize these items, here is a list of increased costs over what WMJ bid in October of 2021:

- Wages are up 4% from what was projected for 2022
- Equipment and supplies relocating costs are approximately \$2,500.00 for collection, pickup, delivery, storage, and replacement back onsite.
- HR and Management costs along with recruiting are estimated to be \$4,500.00

WMJ is submitting a 3.75% increase on year 1 over original bid, 1.5% increase on year 2 over original bid, and 1% increase on year 3 over original bid. These increases are necessary so we can continue to offer yearly raises to our team members for retention and acknowledging their performance. Please see Attachment 1 for details.

Thank you,

A handwritten signature in black ink, appearing to read 'Greg Brouwer', is written over a light blue horizontal line.

3-14-21

Greg Brouwer  
Owner  
616-558-9552

**JANITORIAL SERVICES CONTRACT**

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

**Recitals**

City requested bids/proposals for the Janitorial Services contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of October 19, 2021 and related required materials (the "Bid") that was selected by City

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

"Contractor" means:

	West Michigan Janitorial
	LEGAL NAME OF COMPANY
	WMJ Services LLC
	BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE
	Michigan limited liability company
	FORM OF BUSINESS and STATE IN WHICH FORMED -- e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed
	5160 West River Rd
	STREET ADDRESS
	Comstock Park
	CITY
	MI
	STATE
	49321
	ZIP CODE

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) 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 Contract Documents.
2. City will pay Contractor in accordance with the Contract Documents.
3. Base price for 3 years, as noted in the letter/bid.
4. May be extended on a year to year basis for 3 additional years as agreed to by City and Contractor; done in 1-year increments, evaluated at least 3 months prior to contract term expiration, and with each extension approved by the City Council.

These 1-year agreements are based on:

No more than a 3% increase, unless mutually agrees to by both the City and the Contractor when:

The prior calendar year's CPI for Urban Wage Earners and Clerical Workers (CPI-W) for the average of the Chicago Region and the Detroit Region exceeds 3%;

OR

The State of Michigan's minimum wage increases by more than 3% year over year from the proposed contract year.

5. Regardless of any other provision, City may terminate this contract upon 60 days written notice to Contractor if Contractor fails to address issues related to compliance with Contract terms to the City's reasonable satisfaction within 15 days after City gives detailed notice of those issues or if City has recurring issues of contract compliance.

6. 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.

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

**City of Wyoming**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: \_\_\_\_\_

Approved as to forr   
\_\_\_\_\_  
Scott G. Smith, City Attorney

**West Michigan Janitorial**

By:   
Greg Brouwer

GREG BROUWER, PRESIDENT  
Printed Name & Title of Person Signing

Date signed: 3-15-22

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions apply to any contract awarded pursuant to the request for bids/proposals. By submitting a signed bid/proposal, the proponent is attesting it complies with and promises its will comply with these Standard Terms and Conditions, except to the extent the proponent's bid/proposal identifies any specification, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified and proposes specific modifications.

Because these are contract terms and conditions, the term "Contractor" is used to refer to the proponent to whom the contract is awarded.

1. **Legal Compliance.** Contractor, all Contractor's subcontractors, all Contractor's suppliers, all Contractor's consultants, and all of their respective personnel 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, and with applicable federal and state labor laws, rules and regulations.
2. **Permits and Inspections.** Unless the plans and specification or the submitted bid/proposal states otherwise, Contractor shall, without expense to the City, obtain all necessary licenses and permits required to lawfully perform the Work under the 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.
3. **Grant Compliance.** If state or federal grant funds are identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents has reviewed the grant agreement and (ii) it agrees to comply with any grant agreement terms and conditions that apply to the contract.
4. **Qualifications.** Contractor represents and promises that:
  - a. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
  - b. Neither Contractor nor any of Contractor's personnel: (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 with a government agency; 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 criminally charged with committing 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 Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.

- d. Unless otherwise approved by the City Purchasing Director or City Attorney, Contractor and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
  - e. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
5. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
- a. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
  - b. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
  - c. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
  - d. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
  - e. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
  - f. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:
- a. 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 contract; (ii) any act that creates an appearance of impropriety with respect to the award or performance of the 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 bid/contract.
  - b. 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.
  - c. Contractor will immediately notify the City of any subsequently discovered violation of these standards.
7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the 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.
8. Payment to Contractor.
- a. Contractor and all its subcontractors, suppliers and consultants shall, before beginning the Work, complete and return by email to the City Finance Department at [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) an IRS W-9 form (available at [www.IRS.gov](http://www.IRS.gov)).

- b. Payments to Contractor will be made in accordance with the contract and specifications. If no other terms are provided, payment of an invoice to the City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.
  - c. Payment disputes will be resolved as provided in the contract. If no other provisions apply, the City will pay the undisputed amount and the disputed amount will be held in a non-interest bearing account until the dispute is resolved.
9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided under or used to perform the 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 contract and will pay all costs, damages, and profits recoverable in any such action.
10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the plans, specifications or contract call for the use, installation or acquisition for City use of any materials, equipment, supplies or other items:
- a. Unless otherwise stated in the plans, specifications or proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.
  - b. Specifications in this request for bids/proposals are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The City shall be the sole judge of equivalency. Contractors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid/proposal.
  - c. The City reserves the right to request samples. Contractor shall provide samples as requested to the City at Contractor's own expense within 10 days of bid opening. Samples will not be returned.
  - d. 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 contract, and shall ensure any warranties for such items are held by or assigned to the City.
  - e. If quantities are listed in this request for bids/proposals, the quantities are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.
  - f. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Bid prices shall be quoted delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid/proposal pricing unless otherwise specified in the bid or expressly stated in Contractor's proposal/bid.
  - g. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with applicable laws, rules and regulations. Contractor shall retain and, upon request, provide the City copies of any required manifest or other disposal documentation.
11. Restoration. Unless the plans and specifications state otherwise, Contractor shall restore, without expense to the City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, the City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost the City incurs to do so from any amounts due Contractor.
12. Access to Work. City personnel, the City's design professional(s), and City representatives must always have access to all parts of the work and will be furnished such information and assistance by the Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.

13. Taxes. The City is generally exempt from federal and state taxes, including state sales and use taxes, and a copy of its certificate of tax exemption can be requested by contacting the City Finance Department.
  - a. Quotations must be separated to show the amount to be added for taxes of any kind if applicable.
  - b. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.
  - c. On construction projects state sales taxes are applicable on materials only.
14. Records. Because the City is a public entity and because it receives funds from other governmental agencies: (i) the City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that the City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 6 years after completion of the contract. Contractor shall, within 2 City business days of any City request, allow inspection, auditing and copying of all retained records.
15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:
  - a. No right or duty of Contractor under the contract may be assigned or delegated without the City's prior written consent.
  - b. The contract will be binding on Contractor's successors and permitted assigns.
  - c. No other individuals or entities are intended to be beneficiaries of the contract.
16. Independent Contractor. Contractor and all Contractor's subcontractors and consultants are wholly independent of the City and none of any of their 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 and is also responsible for the personnel of Contractor's subcontractors and consultants. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the contract. Except for payment of the contract price, the City has no responsibility to supervise, compensate or insure Contractor, Contractor's subcontractors or consultants or any of their personnel.
17. Disputes/Remedies. Unless the contract or specifications otherwise provide the following applies to any dispute about the bid/proposal, contract award, or any resulting contract:
  - a. In case of Contractor's default, the City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances the City reasonable determines makes time of the essence and (ii) after at least written notice to Contractor with an opportunity to appeal the decision to the City Council at its next meeting.
  - b. Before filing any lawsuit, a party shall first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.
  - c. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.
  - d. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. By submitting a bid/proposal a proponent is agreeing to this jurisdiction and venue.
  - e. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.
  - f. Discrepancies in Plans and Specifications

1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 2 of this Request for Bids document, who will correct such discrepancies, errors, or omissions in writing.
2. In resolving discrepancies among two or more sections of the Contract Documents, precedence shall be given in the following order:
  - Contract/Purchase Order
  - Bid Proposal on the City's Form - without any additions or changes
  - Technical Bid Specifications
  - Instructions to Bidders
  - General Bid Information
  - City Contract Standard Terms and Conditions
  - Drawings
  - City of Wyoming Standard Specifications for Construction\Prequalification Documents  
<https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>
3. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

18. General Terms.

- a. These terms and conditions may not be amended or modified except in writing signed by Contractor and the City. These terms and conditions shall not be affected by any course of dealing.
- b. The captions are for reference and will not affect the interpretation of these terms and conditions.
- c. The contract is made in Kent County, Michigan.
- d. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.
- e. Reference by office to any City officer includes that City officer's designee(s).

## RISK ALLOCATION AND INSURANCE

1. Risk Allocation.

- A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the 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 contract.
- B. Contractor shall hold the City and the City's officers and employees harmless from, indemnify 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 or performance of the contract. Contractor shall reimburse the City for or pay in the City's stead any costs the City incurs 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 contract.
- C. For professional services contracts with a Michigan-licensed architect, professional engineer, landscape architect, or professional surveyor, Contractor's obligation under 1.B shall be limited as provided by 1966 PA 165, MCL 691.991.

2. Insurance.

- A. Unless otherwise provided in the specifications, Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>COMMERCIAL GENERAL LIABILITY</b>	
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 extensions: (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.  Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing  Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
Minimal Limits (include hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence	Shall include an endorsement stating the following shall be <b>Additional Insureds or Additional Insureds and certificate holders</b> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing  Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE</b>	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>	
Coverage is required if the amount stated below is more than \$0.  Amount required \$0.	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).  Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Otherwise, such coverage may be used to meet liability limits as provided in the adjoining column.	members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing  Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>OWNERS CONTRACTORS PROTECTIVE</b>	
Coverage is required if the amount stated below is more than \$0.  Amount required \$0.	The City of Wyoming shall be "Named Insured" on said coverage. A thirty (30) day, ten (10) day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>	
Coverage is required if the amount stated below is more than \$0.  Amount required \$0.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.  Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing  Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>PROFESSIONAL LIABILITY</b>	
Coverage is required if the amount stated below is more than \$0.  Amount required \$0.	If this policy is claims made form, then Contractor keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.
<b>BUILDERS RISK PROPERTY INSURANCE</b>	
Coverage is required if the amount stated below is more than \$0.  Amount required \$0.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All Risk form, and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

- B. Policy(ies), as described above, shall be endorsed to state the following: "Thirty days, ten days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction, and/or material change shall be sent to: City of Wyoming, Purchasing Department, 1155 – 28<sup>th</sup> Street SW, P.O. Box 905, Wyoming, MI 49509-0905." Upon the City's request, Contractor will provide to the City's Purchasing Department copies of all certificates of insurance, policies and endorsements.
- C. Upon the City's request, Contractor shall also provide the City evidence that all subcontractors performing Work have the same types and amounts of coverage as required of Contractor or that the subcontractors are included under Contractor's policy.
- D. All insurance providers shall be rated "A" rated or better by the A.M. Best Company.
- E. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the Work.

## BONDS AND LIENS

### 1. Bid Bond

- A. A bid bond is not required for this project.
- B. If a bid bond is required, it must be in the amount of 5.0% of the bid amount and in the form of EJCDC bid bond form C-430 or another form acceptable to the City attorney. As an alternative to the bid bond, the City will accept a cashier's check to the City in the amount of 5.0% of the bid amount or an irrevocable standby letter of credit in the amount of 5.0% of the bid amount that is in a form and substance acceptable to the City Attorney.

### 2. Payment Bond

- A. Payment bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Payment bonds must be in the full amount of the contract price. Payment bonds must be in the form of EJCDC payment bond form C-615 or another form acceptable to the City attorney. Payment bonds must be provided before any notice to proceed is issued.
- B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

### 3. Performance Bond

- A. Performance bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Performance bonds must be in the full amount of the contract price. Performance bonds must be in the form of EJCDC performance bond form C-610 or another form acceptable to the City attorney. Performance bonds must be provided before any notice to proceed is issued.

### 4. No Liens

- A. Under Michigan law construction liens may not be placed on public projects or the property on which they are built. Therefore, Contractor must not place, allow to be placed, or suffer to be placed any lien against the project or the property on which it is constructed. If any subcontractor, supplier or laborer places any lien against the project or the property on which it is constructed, Contractor must, immediately after learning of it, take any steps needed to secure the release of that lien and Contractor will indemnify the City for any costs the City incurs to secure the release of that lien.

**BID/PROPOSAL**  
**JANITORIAL SERVICES**

1. Scope of Work
  - A. Contractor may bid on any or all facilities. The City reserves the right to award the cleaning of the various facilities to one or more company. The City may choose to not award cleaning services for any or all facilities.
  - B. The successful proposer will be required to enter into a three-year contract with the City.
  - C. Penalty for Non-Performance - If the work is not performed in accordance with the specifications contained herein and if City personnel are required to complete any work, a rate of \$30.00 per hour plus a 10% administrative fee will be deducted from the Contractor's monthly payment. Repeated instances of non-performance may result in cancellation of the contract.
  - D. All proposal prices shall be based on furnishing all labor, equipment and cleaning supplies and materials required to perform the cleaning work in accordance with the specifications contained herein.
  - E. All vacuum cleaners shall be of commercial grade and of sufficient size acceptable to the City and shall be maintained in good repair and operating order at all times.
  - F. All floors shall be stripped and re-waxed as specified as per the manufacturers recommendations and to be scheduled during building closed hours or as scheduled per Troy Rinks, Facilities Maintenance Foreman or his designee. With the exception of the Senior Center which will be scheduled through Chad Boprie, Recreation Programmer II.
  - G. Contractor shall ensure that all trash collected each day on the interior and exterior of the building is deposited in trash bins located outside of the buildings immediately upon completion of the trash removal operation and prior to Contractor's personnel vacating the building. Contractor shall further ensure that no trash collected during the process of the trash collection operation is left unattended at any time prior to deposit in the trash bins.
  - H. All work performed shall be when the buildings are closed unless approved by the City. Open hours for each building are included in the specifications contained herein. Hours are subject to change if business hours for each building changes. Contractor shall ensure that all buildings are locked and secured after performing its cleaning services in each building.
  - I. Contractor shall upon request, perform additional cleaning services as requested by the City. Any additional work requested shall be subject to agreement by the parties at a rate to be determined.
2. Employees
  - A. Contractor shall ensure its staff members conduct themselves in a safe, professional, and courteous manner.
  - B. The City is a drug, alcohol, and tobacco free environment. As such contractor shall ensure that none of their staff members are under the influence of alcohol or drugs while in City buildings and facilities and that none of its staff members smoke, chew tobacco, or vape in or around any of the City buildings and facilities.
  - C. Contractor shall ensure that all staff members assigned to City buildings and facilities have reviewed and comply with City of Wyoming policies including civil rights, infectious disease, safety, smoking, and tobacco and theft. For copies of these policies contact Laura Jackson at [pur\\_info@wyomingmi.gov](mailto:pur_info@wyomingmi.gov) for copies of the policies.

- D. The contractor is required to complete background checks for all of their staff members assigned to any City building or facility. Background checks will also be completed by the City of Wyoming Department of Public Safety and 62A District Court. Contractor agrees that because of the nature of the business conducted in City buildings or facilities, the City has the right to insist that any particular employee, officer or agent of the Contractor not be assigned to work in said building or facility.
  - E. Contractor agrees that only their employees authorized and scheduled to work will be allowed in City buildings and facilities after open hours to the public.
  - F. Contractor shall require all of their staff members to wear a uniform at all times while performing services in City buildings and facilities. The uniform shall consist of, at a minimum, a shirt with the company name and picture identification card that is clearly visible at all times.
  - G. The contractor shall employ only those legally authorized to work in the United States. Contract shall ensure all employees have a completed USCIS Form I-9 on file for each of their employees. The Contractor, its employees, officers or agents shall at no time during the term of this Contract be considered employees of the City.
3. Proposal Format
- A. Cover Letter
    - The letter must bear the signature of the person having proper authority to submit a RFP for the Contractor and must also include the following information:
      - Company name;
      - Company address;
      - Year company was established;
      - Designated representative for the City (including address, email and cell phone number).
  - B. Table of Contents
    - List the individual sections of the proposal and corresponding page numbers.
  - C. Management Summary
    - A brief synopsis of the highlights of the proposal summarizing the overall benefits to the City (not to exceed one page).
  - D. Contractors Key Employees
    - Include a complete list of key employees associated with the proposal, including on-site management. For each employee listed, the following information must be provided:
      - Relationship with the Contractor including current job title, years of employment with the Contractor, financial interest in the Contractor, and the relationship they will have with the proposed janitorial services proposal.
      - Background experience (including the number of years of relevant experience) or function while gaining the experience and the approximate dates of the projects cited for relevant experience.
  - E. Qualifications, Experience and References
    - Statement of the qualifications, including a summary of experience relative to the management, maintenance, and operation of similar operations, either as a corporation or other entity.
    - List of references of former and present employers/clients, including their names, addresses, and phone numbers must be included with the proposal.
  - F. Description of Services to be Rendered
    - Included in this RFP are minimum requirements for janitorial services for each building. Each respondent shall provide the City, as part of their proposal, with a written description of all cleaning services that will be provided as part of the proposal price. This list must be an easy to read list including the minimum specifications indicated in this document as well as any other services and frequency of said services that will be provided by the Contractor.

- A separate list must be provided for each building and each list shall be divided into specific areas of each building.

G. Management Approach

- Written explanation shall be provided as to the approach the respondent intends to pursue in order to:
  - Ensure the buildings are cleaned and maintained in a manner acceptable to the City;
  - Provide each building with a means of communicating questions and concerns (Communications Log Book);
  - Resolve problems associated with contractor's staff and services
- The supervisor (or their representative) shall conduct a daily walk through to ensure buildings cleaning specifications prior to any building opening. This shall be logged in the daily communication log book by the supervisor.
- The supervisor shall conduct a scheduled monthly walk through each building with the maintenance supervisor or their designated representative.

H. Equipment

- List the description, model numbers, age and electrical requirements of equipment to be utilized by the respondent including replacement and maintenance schedule of the equipment.

I. Additional Information

- Proposers must also include the following materials in the submission:

Contact Information for the supervisor responsible for each building:

- Name
- Telephone number
- Email address
- The hours during which the respondent's staff will be cleaning each building
- The number of staff assigned to clean each building as well as the total hours each person will be cleaning per day in each building.
- The number of supervisors responsible for each building and the hours they will be in each building per day.
- Completed bid proposal forms and contract.

4. Individual Building Specifications

- A. All buildings shall be cleaned in accordance with the specifications here and as shown on the following bid proposal forms. For each building indicate yes or no, if the bidder agrees they will be providing these services.

**Building: 62A DISTRICT COURT**

Address: 2650 DeHoop Avenue SW

Business Hours: Monday – Thursday 7:00 a.m. – 5:00 p.m. & Fridays 7:00 a.m. – 2:00 p.m.

<b>62A District Court</b>		Bidder Agrees	
Description	Day of Week (Monday-Friday)	Yes	No
<b>General</b>			
Empty wastebaskets (interior and exterior) and empty and wipe cigarette urns by building entrances.	Daily	✓	
Replace wastebasket liners	As required to maintain liners of good appearance (Note: City will provide liners)	✓	
Wash both sides of all interior “ticket booth” style glass partitions at all service counters.	Once Per Week	✓	
Clean tops of all counters, desks, tables, files, credenzas, computers, monitors, chairs, other furniture, etc.	Once Per Week	✓	
Clean legs, pedestals and front side and back panels, tables, files, credenzas, chairs, and other furniture	As required to maintain clean appearance; once per month	✓	
Clean all horizontal surfaces i.e., window ledges, stair handrails, etc.	Once Per Week	✓	
Spot clean walls and doors (especially around door knobs)	Once Per Week	✓	
Wash all interior door windows inside and outside, including showcase windows, glass panels and glass partitions in the lobby.	As required to maintain clean appearance	✓	
Remove cobwebs, spiders, etc.	As required to maintain clean appearance	✓	
Clean and polish drinking fountains	Daily	✓	
Sweep main stairwell and clean glass panels	Daily	✓	
Sweep basement Records Retention Center	Once Per Month	✓	
<b>All Carpeting</b>		✓	
Vacuum carpet – completely. Must vacuum according to the carpet manufacturer’s guidelines – upright Commercial Equipment with beater brush (no backpack vacuums)	Daily	✓	
Vacuum carpeting in the basement-completely	Once Per Month	✓	
Spot Clean Carpeting Utilize methods and products as recommended by carpet manufacturer	As Required	✓	
<b>All VCT Floors, and Stairwells</b>		✓	
Dust Mop/Sweep	Daily	✓	
Damp Mop	Daily	✓	
Strip, seal and refinish floor areas, including baseboards	Up to twice per year, upon City’s request	✓	

<b>62A District Court</b>		Bidder Agrees	
Description	Day of Week (Monday-Friday)	Yes	No
Buff and Spray Buff	As required to maintain floor finish and a clean glossy appearance	✓	
<b>All Ceramic Floors</b>		✓	
Dust Mop/Sweep	Daily	✓	
Damp Mop	Daily	✓	
Scrub and Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby and bathrooms.	✓	
All Restrooms & Holding Cells (Separate mop is required- mop is not to be used in other areas of the building)		✓	
Clean and disinfect inside and outside of stools and urinals. The restroom in the basement is not used daily, but must be checked daily and cleaned if necessary	Daily	✓	
Clean partitions	As required to maintain clean glossy appearance.	✓	
Clean wash basins and exposed drain pipes	Daily	✓	
Spot clean walls around wash basins	Daily	✓	
Clean mirrors	Daily	✓	
Replenish towels, soap, toilet tissue, sanitary products and any other products	Daily (City will supply, towels, soap and toilet tissue)	✓	
Clean and disinfect floors with antiseptic solution	Daily	✓	
Clean lockers (outside and top)	Weekly	✓	
<b>Entrances</b>			
Sweep & Damp Mop floors	Daily	✓	
Wash all entrance doors and sidelight windows inside & out	Daily	✓	
Vacuum floor mats	Daily	✓	
<b>Lunchroom &amp; Coffee Room</b>			
Clean table tops, counter tops, sinks and faucet fixtures.	Daily	✓	
Utility Closets – To be kept in a clean and orderly fashion	At All Times	✓	
<b>Elevators</b>			
Vacuum, Clean wall surfaces and handrails	Monday & Wednesday	✓	

**Building: CITY HALL**

Address: 1155 28<sup>th</sup> Street SW

Business Hours: Monday – Thursday 7:00 a.m. – 5:00 p.m.

<b>City Hall</b>		<b>Bidder Agrees</b>	
Description	Day of Week (Monday-Thursday)	Yes	No
<b>General</b>			
Empty wastebaskets (interior and exterior) and empty and wipe cigarette urns (front entrance and back patio)	Daily	✓	/
Replace wastebasket liners	As required to maintain liners of good appearance (Note: City will provide liners)	✓	/
Clean tops of all desks, tables, files, credenzas, chairs and other furniture	Once Per Week	✓	/
Clean all service counters with disinfectant	Daily	✓	/
Wash both sides of all interior “ticket booth” style glass partitions at all service counters.	Once Per Week	✓	/
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs, and other furniture	As required to maintain clean appearance; once per month	✓	/
Clean all horizontal surfaces (i.e., window ledges, etc.)	Once Per week	✓	/
Spot clean walls and doors (especially around door knobs)	Once Per Week	✓	/
Wash all interior door windows inside and outside, including showcase windows and glass panels	Weekly	✓	/
Wash all entrance lobby doors and glass	Daily	✓	/
Wash emergency exit door glass and side panels	Every other week.	✓	/
Remove cobwebs, spiders, etc.	As required to maintain clean appearance	✓	/
Clean and polish drinking fountains	Daily	✓	/
<b>All Carpeting</b>			
Vacuum Carpet – Completely	Daily – Must vacuum according to the carpet manufacturer’s guidelines Commercial Equipment with a beater bar (no backpack vacuums)	✓	/
Spot Clean Carpeting	Whenever a spot appears. Utilize methods and products as recommended by carpet manufacturer	✓	/
<b>All Tile Floors - Ceramic &amp; VCT</b>			
Sweep/Dust Mop	Daily	✓	/
Scrub & Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby, lunchroom and bathrooms	✓	/
Damp Mop	Daily	✓	/

<b>City Hall</b>		Bidder Agrees	
Description	Day of Week (Monday-Thursday)	Yes	No
Strip, seal and refinish floor areas, including baseboards	Up to twice per year, Employees lunchroom up to four times per year, upon City's request	✓	
Buff and Spray Buff	As required to maintain floor finish and finish and a clean glossy appearance	✓	
<b>All Rubber Tile Stairwells &amp; Landings</b>			
Sweep/Dust Mop	Daily	✓	
Damp Mop	Daily or as required to maintain clean appearance	✓	
Scrub & Spray Buff	As required to maintain floor finish and a clean glossy appearance	✓	
<b>All Concrete Floors</b>			
Sweep	Once Per Month	✓	
<b>All Restrooms (Note: separate mop is required – mop shall not be used in any other part of the building)</b>			
Clean and disinfect inside and outside of stools and urinals	Daily	✓	
Clean partitions	As required to maintain clean glossy appearance; minimum once per week.	✓	
Clean wash basins and exposed drain pipes	Daily	✓	
Spot clean walls around wash basins/fixtures	Daily	✓	
Clean mirrors	Daily	✓	
Replenish towels, soap and toilet tissue (note: City will supply towels, soap and tissue)	Daily	✓	
Damp Mop floors with antiseptic cleaner	Daily	✓	
<b>Entrances</b>			
Damp Mop floors	Daily	✓	
Wash all entrance doors and sidelight windows inside & out	Daily	✓	
Remove and wash rubber track mats and clean the mat's inlay area	Monthly	✓	
Vacuum floor mats	Daily	✓	
Sweep	Daily	✓	
<b>Employee Lunchroom and 2<sup>nd</sup> Floor Kitchenette</b>			
Clean table tops, counter tops, sinks and faucet fixtures	Daily	✓	
Damp Mop Floor	Daily	✓	
<b>Council Chambers Kitchen</b>			

<b>City Hall</b>		Bidder Agrees	
Description	Day of Week (Monday-Thursday)	Yes	No
Clean counter tops, sinks and faucet fixtures	Daily	✓	/
Damp Mop Floor	Daily	✓	/
<b>Janitor/Utility Closets</b>			
To be kept in a neat and orderly fashion at all times.			
<b>Miscellaneous</b>			
The Contractor shall ensure that all necessary doors within City Hall and the elevator are locked Monday through Thursday promptly at 5:00 p.m.		✓	/
The Contractor shall be responsible to check the meeting schedule calendar located in the Facilities Foreman's office in City Hall on a daily basis and ensure that one of Contractor's employees is present in City Hall at all time during such meetings. Upon completion of said meetings said employee shall check all meeting rooms for potential fire hazards and ensure that all coffee pots are unplugged and entrance doors to City Hall are locked prior to leaving the building.		✓	/

**Building: PUBLIC WORKS BUILDING**

Address: 2660 Burlingame SW

Business Hours: Monday – Thursday 7:00 a.m. – 5:00 p.m.

<b>Public Works Building</b>		Bidder Agrees	
		Yes	No
Description	Day of Week (Monday-Thursday)		
<b>General</b>			
Empty wastebaskets	Daily	✓	
Replace wastebasket liners	As required to maintain liners of good appearance (note: City will provide liners)	✓	
Clean tops of all counters, desks, tables, files, credenzas, chairs and other furniture	2 Times Per Week	✓	
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs and other furniture	As required to maintain clean appearance; once per month	✓	
Clean all horizontal surface i.e., window ledges, etc.	Once Per Week	✓	
Spot clean walls and doors (especially around door knobs)	2 Times Per Week	✓	
Wash all interior door windows inside and outside, including glass panels	Daily	✓	
Remove cobwebs, spiders, etc.	As required to maintain clean appearance	✓	
Clean and polish drinking fountains	Daily	✓	
<b>All Carpeting</b>			
Vacuum carpet – completely (including stairs)	Daily – must vacuum according to the carpet manufacturer’s guidelines (instructions are attached)	✓	
Spot Clean Carpeting	Whenever a spot appears utilize methods and products as recommended by carpet manufacturer	✓	
<b>All Vinyl Tile Floors</b>			
Sweep	Daily	✓	
Mop	Daily	✓	
Buff and Spray Buff	As required to maintain floor finish and a clean glossy appearance	✓	
Strip, seal and refinish floor areas, including baseboards	As required to maintain floor finish	✓	
<b>All Rubber Tile Floors</b>			
Sweep	Daily	✓	
Mop and Buff	Daily	✓	
<b>All Tile Floors – Ceramic &amp; VCT</b>			

<b>Public Works Building</b>		<b>Bidder Agrees</b>	
<b>Description</b>	<b>Day of Week (Monday-Thursday)</b>	<b>Yes</b>	<b>No</b>
		Scrub & Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby, lunchroom and bathrooms
Damp Mop	Daily or as required to maintain clean appearance	✓	✓
Strip, seal and refinish floor areas, including baseboards	Up to twice per year, Employees lunchroom up to four times per year, upon City's request	✓	✓
Buff and Spray Buff	As required to maintain floor finish and finish and a clean glossy appearance	✓	✓
<b>All Clay Tile Floors</b>			
Sweep	Daily	✓	✓
Mop	Daily	✓	✓
<b>All Metal Stairways</b>			
Sweep (all three stairways)	Daily	✓	✓
Clean Handrails	Weekly	✓	✓
<b>All Concrete Floors</b>			
Dust Mop	Daily	✓	✓
Damp Mop	Daily	✓	✓
Scrub	Monthly	✓	✓
<b>All Conference/Training Rooms</b>			
Must be checked daily for use and cleaned if used. If not used, must be cleaned a minimum of twice per week.	As required to maintain a clean appearance, no less than twice per week.	✓	✓
Clean tops of tables and counter areas	After each use, no less than twice per week if not used.	✓	✓
Vacuum	After each use, no less than twice per week if not used.	✓	✓
Clean Plastic Chairs – wipe seat & back of chairs	Monthly	✓	✓
All Restrooms (Note: separate mop is required – mop shall not be used in any other part of the building)		✓	✓
Clean and disinfect inside and outside of stools and urinals	Daily	✓	✓
Clean partitions	As required to maintain clean glossy appearance; minimum once per week	✓	✓
Clean wash basins and exposed drain pipes	Daily	✓	✓
Spot clean walls around wash basins	Daily	✓	✓
Clean mirrors	Daily	✓	✓

<b>Public Works Building</b>		Bidder Agrees	
Description	Day of Week (Monday-Thursday)	Yes	No
Replenish towels, soap and toilet tissue (note: City will supply towels, soap and tissue)	Daily	✓	/
Clean and disinfect floors with antiseptic solution	Twice Per Week	✓	/
Clean lockers (outside and top)	Weekly	✓	/
Dust Mop and damp Mop	Daily	✓	/
Scrub concrete floors	Monthly	✓	/
<b>Entrances</b>			
Damp Mop floors	Daily	✓	/
Wash all entrance doors and sidelight windows inside & out	Daily	✓	/
Vacuum floor mats	Daily	✓	/
<b>Public Works Bldg. Lunchroom &amp; Coffee Room</b>			
Clean table tops, countertops, sinks and faucet fixtures	Daily	✓	/
Dust Mop and damp Mop	Daily	✓	/
Scrub concrete floors	Monthly	✓	/
<b>Parks Department Lunchroom</b>			
Sweep	Weekly (570 sq. ft., Concrete Floor)	✓	/
<b>Elevators (2)</b>			
Vacuum	Daily	✓	/
Clean wall surface and handrails	Daily	✓	/
<b>Fuel Island</b>			
Empty Wastebaskets	Daily	✓	/
Sweeping	Weekly	✓	/
Dusting Cabinets	Weekly	✓	/
<b>Janitor/Utility Closets</b>			
To be kept in a neat and orderly fashion at all times.			

**Building: LIBRARY**

Address: 3350 Michael Avenue SW

Business Hours: Monday – Thursday 9:30 a.m.–8:00 p.m.,  
 Friday 9:30 a.m. – 6 p.m.,  
 Saturday 9:30 a.m.–5:00 p.m.,  
 Sunday 1:00 p.m.–5:00 p.m. (closed Sundays from Memorial Day – Labor Day)

<b>Library</b>		<b>Bidder Agrees</b>	
Description	Day of Week Sunday-Saturday (Closed Sundays from Memorial Day – Labor Day)	Yes	No
<b>General</b>			
Empty wastebaskets (interior and exterior) and empty and wipe cigarette urns	Daily	✓	/
Replace wastebasket liners	As required to maintain liners of good appearance (note: City will provide liners)	✓	/
Clean tops of all counters, desks & tables	Daily	✓	/
Clean tops of all files, credenzas, chairs and other furniture	Once Per Week	✓	/
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs, and other furniture.	As required to maintain clean appearance.	✓	/
Clean all horizontal surfaces i.e. window ledges, shelving, etc.	Once Per Week	✓	/
Spot clean walls	Once Per Week	✓	/
Spot clean around all doors knobs and around doors	Daily	✓	/
Wash all interior door windows inside and outside, including showcase windows and glass panels	Daily	✓	/
Remove cobwebs, spiders, etc.	As required to maintain clean appearance	✓	/
Clean and polish drinking fountains	Daily	✓	/
Dust and clean all computers	Once Per Week.	✓	/
Clean computer monitors (except flat screen monitors) with appropriate cleaner.	Once Per Week	✓	/
<b>All Carpeting</b>			
Vacuum carpet – completely	Daily – must vacuum according to the carpet manufacturer's guidelines, commercial grade equipment with beater bar (no backpack vacuums).	✓	/
Spot clean carpeting	Whenever a spot appears utilize methods and products as recommended by carpet manufacturer	✓	/

<b>Library</b>		Bidder Agrees	
Description	Day of Week Sunday-Saturday (Closed Sundays from Memorial Day – Labor Day)	Yes	No
		Sweep/Dust Mop	Daily
Damp Mop	Daily	✓	/
Scrub and Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby and bathrooms.	✓	/
Strip, seal and refinish floor areas, including baseboards	Up to three times per year, upon City's request	✓	/
Buff and Spray Buff	As required to maintain floor finish and a clean glossy appearance	✓	/
<b>All Restrooms (Note: separate Mop is required – mop shall not be used in any other part of the building)</b>			
Clean and disinfect inside and outside of stools and urinals	Daily	✓	/
Clean partitions	As required to maintain clean glossy appearance; minimum once per week	✓	/
Clean wash basins and polish all fixtures.	Daily	✓	/
Wipe all Dispensers	Daily	✓	/
Spot clean walls around wash basins	Daily	✓	/
Clean mirrors	Daily	✓	/
Replenish towels, soap sanitary napkins and toilet tissue (note: City will supply these items)	Daily	✓	/
Clean and disinfect floors with antiseptic solution	Daily	✓	/
Damp Mop floors with antiseptic cleaner	Daily	✓	/
Clean lockers (outside and top)	Weekly	✓	/
Dust all ceramic walls	Weekly	✓	/
<b>Entrances</b>			
Damp Mop floors	Daily	✓	/
Wash all entrance doors, circular entranceway doors and sidelight windows inside & out	Daily	✓	/
Sweep and Mop circular entranceway	Daily	✓	/
Vacuum floor mats	Daily	✓	/
Empty exterior trash containers	Daily	✓	/
Spot Clean Donor Wall	As Needed	✓	/
<b>Book Drop</b>			

<b>Library</b>		Bidder Agrees	
Description	Day of Week Sunday-Saturday (Closed Sundays from Memorial Day – Labor Day)	Yes	No
Sweep & Clean	Daily	✓	
<b>Employee Break Room</b>			
Clean table tops, counter tops, sinks cabinets and faucet fixtures	Daily	✓	
Appliances – Clean Front Surfaces	Daily	✓	
Damp Mop Floor	Daily	✓	
<b>Auditorium</b>			
Vacuum completely	Once per week or as needed after scheduled meetings	✓	
Clean Tables & Chairs	If Set Up	✓	
Clean Coffee Area	Once per week or as needed after scheduled meetings	✓	
Clean Stage (wood floor)	Once per week or as needed after scheduled meetings	✓	
Buff and shine wood floor (according to manufacturer's specifications)	As required to maintain floor finish and glossy appearance	✓	
<b>Bookmark</b>			
Clean floor, tabletops, counters and sink, empty trash after scheduled meetings.		✓	
<b>Art Gallery</b>			
Sweep & Mop	Daily	✓	
Dust	Daily	✓	
<b>Kitchenette</b>			
Clean all cabinets, countertops and sink	Once per week or as needed	✓	
Empty Trash	Daily	✓	
Damp Mop Floor	As Needed	✓	
Clean Wall Spots	As Needed	✓	
<b>Janitor/Utility Closets</b>			
To be kept in a neat and orderly fashion at all times.		✓	

**Building: DEPARTMENT OF PUBLIC SAFETY - POLICE BUILDING**

Address: 2300 DeHoop Avenue SW

Business Hours: Monday – Thursday 7:00 a.m. – 5:00 p.m. &  
Fridays 7:00 a.m. – 2:00 p.m.

<b>Department of Public Safety – Police Building</b>		Bidder Agrees	
Description	Day of Week (Monday-Thursday – unless specified)	Yes	No
<b>General</b>			
Empty wastebaskets	Daily	✓	/
Replace wastebasket liners	As required to maintain liners of good appearance (Note: City will provide liners).	✓	/
Clean tops of all counters, desks, tables, files, credenzas, chairs and other furniture	Twice Per Week	✓	/
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs, and other furniture	As required to maintain clean appearance; once per month	✓	/
Clean all horizontal surfaces i.e., window ledges, etc.	Once Per Week	✓	/
Spot clean walls and doors (especially around door knobs)	Twice Per Week	✓	/
Wash all interior door windows inside and outside, including showcase windows and glass panels	Daily	✓	/
Remove cobwebs, spiders, etc.	As required to maintain clean appearance.	✓	/
Clean and polish drinking fountains	Daily	✓	/
<b>All Carpeting</b>			
Vacuum carpet – completely (including stairs). Must vacuum according to the carpet manufacturer's guidelines (instructions are attached).	Daily	✓	/
Spot Clean Carpeting Utilize methods and products as recommended by carpet manufacturer	Whenever a spot appears	✓	/
<b>All Vinyl/Tile Floors (Including Stair Wells &amp; Landings)</b>			
Dust Mop	Daily	✓	/
Damp Mop	Daily	✓	/
Spot Mop	As required to maintain clean appearance	✓	/
Strip, seal and refinish floor areas, including baseboards	Four Times Per Year	✓	/
Buff and Spray Buff	As required to maintain floor finish and a clean glossy appearance	✓	/

<b>Department of Public Safety – Police Building</b>		<b>Bidder Agrees</b>	
<b>Description</b>	<b>Day of Week (Monday-Thursday – unless specified)</b>	<b>Yes</b>	<b>No</b>
<b>All Rubber Tile Floors</b>			
Sweep	Daily	✓	✓
Mop and Buff	Every Other Day	✓	✓
<b>All Clay (Ceramic) Tile Floors</b>			
Sweep	Daily	✓	✓
Mop	Daily	✓	✓
Scrub and Buff	Daily	✓	✓
<b>All Concrete Floors</b>			
Dust Mop	Weekly	✓	✓
<b>All Restrooms</b>			
Clean and disinfect inside and outside of stools and urinals	Daily	✓	✓
Clean partitions	Twice Per Week	✓	✓
Clean wash basins and exposed drain pipes	Daily	✓	✓
Spot clean walls around wash basins	Daily	✓	✓
Clean mirrors	Daily	✓	✓
Replenish towels, soap and toilet tissue	Daily (City will supply, towels, soap and toilet tissue)	✓	✓
Clean and disinfect floors with antiseptic solution	Daily	✓	✓
Clean lockers (outside and top)	Weekly	✓	✓
<b>Entrances</b>			
Damp Mop floors	Daily	✓	✓
Wash all entrance doors and sidelight windows inside & out	Daily	✓	✓
Remove and wash rubber track mats and clean the mat's inlay area	Once Per Week	✓	✓
Vacuum floor mats	Daily	✓	✓
<b>Chief's Conference Room (second floor)</b>			
Conference table to be disinfected and wiped down Countertops to be disinfected and wiped down	Daily	✓	✓

<b>Department of Public Safety – Police Building</b>		<b>Bidder Agrees</b>	
<b>Description</b>	<b>Day of Week (Monday-Thursday – unless specified)</b>	<b>Yes</b>	<b>No</b>
<b>Training Room (first floor)</b>			<input checked="" type="checkbox"/>
Tables to be disinfected and wiped down. Floors to be cleaned	Daily	<input checked="" type="checkbox"/>	
<b>Briefing Room (first floor)</b>			<input checked="" type="checkbox"/>
Tables to be disinfected and wiped down. Floors to be cleaned	Daily	<input checked="" type="checkbox"/>	
<b>Lunchroom &amp; Coffee Room</b>			<input checked="" type="checkbox"/>
Clean tabletops, counter tops, sinks and faucet fixtures. Inside of all microwaves, throughout the building, to be wiped/cleaned	Daily	<input checked="" type="checkbox"/>	
Utility Closets -To be kept in a clean and orderly fashion	At All Times	<input checked="" type="checkbox"/>	
<b>Elevators</b>			<input checked="" type="checkbox"/>
Vacuum	Daily	<input checked="" type="checkbox"/>	
Clean wall surface and handrails	Daily	<input checked="" type="checkbox"/>	
<b>Areas to be cleaned on Fridays, Saturdays and Sundays include:</b>			
Main Floor Employee Break Room	Daily	<input checked="" type="checkbox"/>	
Restrooms	Daily	<input checked="" type="checkbox"/>	
Fitness Room – floor will be cleaned (vacuumed, damp mopped)	Daily	<input checked="" type="checkbox"/>	
Locker Rooms – floor, benches and shower stalls.	Daily	<input checked="" type="checkbox"/>	
Showers are to be deep cleaned. Sprayed down with disinfectant, soak, scrubbed, rinsed, and given time to dry	Two times per month – Sundays between 12 P.M. and 2 P.M.	<input checked="" type="checkbox"/>	
Front Desk Area	Daily	<input checked="" type="checkbox"/>	
Report Writing Room	Daily	<input checked="" type="checkbox"/>	
Patrol Room	Daily	<input checked="" type="checkbox"/>	
Front Lobby Area and Vestibules	Daily	<input checked="" type="checkbox"/>	
Forensic Science Unit (FSU) Restrooms/Garbage	Daily	<input checked="" type="checkbox"/>	
Sergeants Office	Daily	<input checked="" type="checkbox"/>	
Community Service Office (CSO)	Daily	<input checked="" type="checkbox"/>	

**Building: WYOMING SENIOR CENTER**

Address: 2380 DeHoop Avenue SW:

Business Hours: Monday – Thursday 7:00 a.m. – 5:00 p.m.  
 Saturday 8:00 a.m. – 3:00 p.m.

<b>Wyoming Senior Center</b>		Bidder Agrees	
Description	Day of Week (Monday-Thursday)	Yes	No
<b>General</b>			
Empty wastebaskets (interior and exterior)	Daily	✓	/
Replace wastebasket liners	Daily (City will provide liners)	✓	/
Clean tops of all counters, desks, tables, files, credenzas, chairs and other furniture	Once Per Week	✓	/
Clean legs, pedestals and front, side and back panels, tables, files, credenzas, chairs, and other furniture	As required to maintain clean appearance; once per month	✓	/
Clean all horizontal surfaces (i.e., window ledges, etc.)	Once Per week	✓	/
Spot clean walls and doors (especially around door knobs)	Once Per Week	✓	/
Wash all interior door windows inside and outside, including showcase windows and glass panels	Daily	✓	/
Remove cobwebs, spiders, etc.	As required to maintain clean appearance	✓	/
Wash all interior windows (i.e. Coffee Shop, Art Studio South)	Daily	✓	/
Clean Handrails in the hallway	Daily	✓	/
Clean and polish drinking fountains	As required to maintain clean appearance.	✓	/
<b>All Carpeting</b>			
Vacuum All Carpeting – Completely	Daily – Must vacuum according to the carpet manufacturer’s guidelines (instructions are attached). Commercial Equipment with a beater bar (no backpack vacuums)	✓	/
Spot Clean Carpeting	Whenever a spot appears. Utilize methods and products as recommended by carpet manufacturer	✓	/
<b>Selected Tile Floors - Ceramic &amp; VCT</b>			
Sweep/Dust Mop	Daily	✓	/
Scrub & Buff	As needed to avoid buildup of dirt, grime in grout and tile in all areas including the lobby, lunchroom and bathrooms	✓	/
Damp Mop	Daily or as required to maintain clean appearance	✓	/
Buff and Spray Buff	As required to maintain floor finish and finish and a clean glossy appearance	✓	/

<b>Wyoming Senior Center</b>		Bidder Agrees	
Description	Day of Week (Monday-Thursday)	Yes	No
<b>All Restrooms (Note: separate mop is required – mop shall not be used in any other part of the building)</b>			
Clean and disinfect inside and outside of stools and urinals	Daily	✓	
Clean partitions	As required to maintain clean glossy appearance; minimum once per week.	✓	
Clean wash basins and exposed drain pipes	Daily	✓	
Spot clean walls around wash basins	Daily	✓	
Clean mirrors	Daily	✓	
Replenish towels, soap and toilet tissue (note: City will supply towels, soap and tissue)	Daily	✓	
Check air fresheners in bathrooms and replace as needed	Monthly	✓	
Clean sanitary napkin disposal units and replace liners	Daily	✓	
Damp Mop floors with antiseptic cleaner	Daily	✓	
<b>Entrances</b>			
Damp Mop floors	Once Per Week or as required to maintain a clean appearance	✓	
Wash all entrance doors and sidelight windows inside & out	Daily	✓	
Remove and wash rubber track mats and clean the mat's inlay area	Monthly	✓	
Vacuum floor mats	Daily	✓	
Sweep	Daily	✓	
<b>Coffee Shop</b>			
Clean table tops, counter tops, sinks and faucet fixtures	Daily	✓	
<b>Janitor/Utility Closets</b>			
To be kept in a neat and orderly fashion at all times.		✓	



ATTACHMENT #1

BID/PROPOSAL FORM

JANITORIAL SERVICES

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

- 1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a: YES NO
Section 3 Certified Contractor? [ ] [x]
If yes, Dunns #: \_\_\_\_\_

Are you, or the business owner related to any elected official or employee of the City? [ ] [x]
If yes, list name and relationship: \_\_\_\_\_

Unless the specifications otherwise state, the following is provided for statistical purposes only
Is the bidder a: YES NO
Woman Owned Company? [ ] [x]
Minority Owned Company? [ ] [x]

Proponent's Complete Business Name (If Proponent is DBA Include Full Proponent DBA):
WMJ SERVICES LLC DBA West Michigan Janitorial



**BID/PROPOSAL FORM CONTINUED**

State bid price for cleaning the following Wyoming City buildings based on the specifications contained herein:

Building	Monthly Rate			
	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	
	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023	January 1, 2024 – December 31, 2024	
62A District Court	\$4,176.00	\$4,329.00	\$4,484.00	
City Hall	\$3,346.00	\$3,471.00	\$3,591.00	
Public Works Building	\$2,978.00	\$3,091.00	\$3,197.00	
Library	January 1 - Day before Memorial Day	\$5,203.00	\$5,395.00	\$5,580.00
	Memorial Day – Labor Day	\$4,456.00	\$4,618.00	\$4,782.00
	Day after Labor Day through December 31	\$5,203.00	\$5,395.00	\$5,580.00
Department of Public Safety – Police Building	\$3,797.00	\$3,938.00	\$4,075.00	
Wyoming Senior Center	\$1,126.00	\$1,167.00	\$1,207.00	

State percentage discount, if any, off from all of the above listed prices if awarded the cleaning contracts for:

2 Buildings: \$0.00 \_\_\_\_\_ %

3 Buildings: \$0.00 \_\_\_\_\_ %

4 Buildings: \$0.00 \_\_\_\_\_ %

5 Buildings: \$0.00 \_\_\_\_\_ %

All Buildings: \$0.00 \_\_\_\_\_ %

**AFTER HOURS CONTACT:**

NAME: Miguel Soriano CELL PHONE: 616-328-3071

NAME: Silvestre Ramirez CELL PHONE: 616-490-3345

NAME: Greg Brouwer CELL PHONE: 616-558-9552

Proponent's Complete Business Name (If Proponent is DBA Include Full Proponent DBA):

WMJ SERVICES LLC DBA West Michigan Janitorial



Bid/Proposal Form Continued

WMJ SERVICES LLC
[Proponent's Complete Business Name]

West Michigan Janitorial
[if Proponent is DBA Include Full Proponent DBA Here]

Greg Brouwer
[Signature for proponent]

[2nd signature for proponent]

Greg Brouwer
[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 3-14-2022

5160 West River Dr NE
[Proponent's street address]

616-647-0552
[Proponent's business phone]

Comstock Park MI 49321
[City] [State] [Zip]

616-558-9552
[Cell phone number(s) of person(s) signing for proponent]

gbrouwer@wmjanitorial.com
[E-mail address(s) of person(s) signing for proponent]

LLC - P Michigan
[Proponent's form of business - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]

ORDINANCE NO. 7-22

ORDINANCE TO AMEND CHAPTER 14, ARTICLE IV, OF THE CODE OF ORDINANCES,  
ADDRESSING LICENSING OF ALCOHOLIC LIQUOR BUSINESSES

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 14, Article IV of the Code of Ordinances, City of Wyoming, Michigan, entitled "Alcoholic Liquor Businesses," is amended in its entirety to read as stated in Exhibit A which is incorporated by reference.

Section 2. That this ordinance shall take effect on \_\_\_\_\_, 2022.

Section 3. That MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on \_\_\_\_\_, 2022.

---

Kelli A. Vandenberg  
Wyoming City Clerk

Ordinance No. 7-22

## Exhibit A

### **ARTICLE IV. ALCOHOLIC LIQUOR BUSINESSES**

#### **Sec. 14-41. Purpose and interpretation.**

(a) The city recognizes that many persons enjoy the consumption of alcoholic liquor and wish to patronize establishments where alcoholic liquor is sold for on-premises or off-premises consumption. Consequently, many persons seek licenses issued by the state that allow sales of alcoholic liquor for on-premises and/or for off-premises consumption. Once issued, those licenses can have significant value to licensees. The availability of those licenses can be important to those in certain businesses such as those focused on hospitality or certain retail sales. While some licenses can be acquired out of escrow or otherwise transferred, obtaining a liquor license in that manner can be costly. Therefore, new quota licenses for the sale of alcoholic liquor for on-premises consumption that become available in the city due to increases in its population as measured in the decennial United States Census, are especially attractive to those seeking a license for the sale of alcoholic liquor for on-premises consumption.

(b) The city has undertaken significant efforts to reimagine and revitalize its downtown, centered around its city hall complex at the intersection of Michael/DeHoop and 28<sup>th</sup> Street SW and that includes an area roughly bracketed by Clyde Park Ave SW on the east and Burlingame Ave SW on the west, that extends north along DeHoop to Pinery Park, the Wyoming Senior Center, and the Wyoming police building, and extends south along Michael to the Wyoming Branch of the Kent District Library on Michael Ave SW. Those efforts included, for example, investments in city buildings, construction of 28 West Place, tax exemptions to encourage private redevelopment, planning for further redevelopment and infrastructure improvements such as reconfiguring the 28<sup>th</sup> Street SW cross-section and adding pedestrian/bicycling bridges spanning 28<sup>th</sup> Street SW, acquiring property for redevelopment, and plans to connect the area to local and regional trail networks. Beginning in about 2019, private developers have invested over \$60 million in this area.

(c) Accordingly, the city wishes to ensure the new quota licenses for the sale of alcoholic liquor for on-premises consumption that become available in the city due to increases in its population as measured in the decennial United States Census are used to further the city's vision as described in subsection (b) by limiting their issuance to those developments that meet the criteria stated in subsection 14-42(c).

(d) This article shall be interpreted in accordance with applicable federal and state laws, rules, and regulations. Accordingly, if a provision or requirement of this article conflicts with or is determined by a court or governmental agency of competent jurisdiction to violate any federal or state law, rule, or regulation, the conflicting provision of this article is to be interpreted in a manner to avoid that conflict.

#### **Sec. 14-42. Requirements for on-premises consumption licenses.**

(a) Subject to subsection 14-41(d), city approvals required or allowed for issuance or transfer of a license for the sale of alcoholic liquor for on-premises consumption shall be in accordance with this article.

(b) Issuance of licenses for the sale of alcoholic liquor for on-premises consumption shall be in accordance with the numbers allowed by state laws, rules, and regulations, and in accordance with this article.

(c) To the extent the city has the authority to limit their issuance for such reasons, additional quota licenses for the sale of alcoholic liquor for on-premises consumption available to the city due to the 2020 United States Census shall be issued only as follows:

- (1) The premises must be located within an area described by the following boundaries:
  - (i) The eastern boundary is 300 feet east of the east right-of-way line of Clyde Park Ave SW;
  - (ii) The southern boundary is the north right-of-way line of Prairie Parkway SW and Colrain SW;
  - (iii) The western boundary is the east right-of-way line of Burlingame Ave SW; and
  - (iv) The northern boundary is 500 feet north of the north right-of-way line of 28<sup>th</sup> Street SW.

- (2) At least \$1,000,000 has been invested in redevelopment of the premises since 2019.
- (3) The premises is part of a mixed-use redevelopment comprised partly of residential dwelling units or includes extensive renovation of an existing building.
- (4) The licensee will provide seating (indoors only or indoors combined with outdoor seating) for at least 100 patrons.
- (5) The premises complies with the form-based zoning code even if it is in an existing premises that otherwise would not have to meet the form-based code requirements.
- (6) The licensee will sell meals for on-premises consumption, not just “bar-food” or snack items.

(d) To the extent the city has the authority to limit their issuance for such reasons, licenses for the sale of alcoholic liquor for on-premises consumption shall not be issued for any location that meets any of the following criteria. However, the council may waive any of the limitations of this subsection if the council deems it to be in the best interest of the city to do so. The limitations in subsections (d)(1), (2), (3), and (4) do not apply to a premises within the area described in subsection (c)(1).

(1) Within 500 feet of a school unless the school consents or does not object when notice of the application is provided to the school. That distance shall be measured from the nearest point of the school building to the nearest point of the building in which the business is to be conducted.

(2) Within 500 feet of a public park, unless the city or other public entity owning the public park consents or, if it is an entity other than the city, does not object when notice of the application is given to that entity. That distance shall be measured from the nearest point of the public park to the nearest point of the building in which the business is to be conducted.

(3) Within 500 feet of a church, unless the church consents or does not object when notice of the application is provided to the church. That distance shall be measured from the nearest point of the church building to the nearest point of the building in which the business is to be conducted.

(4) Except when the residences are part of a mixed-use development including commercial and residential uses, any property that is in (i) a residentially zoned district under chapter 90 of this Code, or (ii) a zoning district in which residences are permitted and existing under chapter 90 of this Code.

(5) Within 500 feet of any property that is in a residentially zoned district under chapter 90 of this Code unless one or more of the following conditions apply:

(i) The application is accompanied by the written consent of the owners (including all owners of property jointly owned or owned as tenants in the entirety) of a majority of all residentially zoned parcels of property within 500 feet of the proposed location.

(ii) The proposed location is located on a recognized commercial street where at least three-fourths of the frontage within 500 feet on both sides of the street is devoted to some commercial use.

(6) On a street where, by virtue of density of traffic or other conditions, the proposed use could, in the judgment of the council after a recommendation from the city engineer, constitute a traffic hazard.

(7) At any place where, in the judgment of the council following a recommendation by the city manager or public safety director, by reason of insufficient lighting, a lack of police patrol, or other conditions, the proposed use could constitute a nuisance.

(e) Except for those licenses addressed in subsections (c), (f), or (g), the general requirements for licenses for sales of alcoholic liquor for on-premises consumption are:

(1) All licenses must be operated in conjunction with a restaurant as a unit. The same person must be the licensee and the owner of the restaurant business. The primary business must be that of the restaurant, so that more than 50 percent of the gross income must be derived from the restaurant business, exclusive of alcohol sales. A licensee who as of January 1, 1980, did not have a restaurant business in conjunction with the license is exempted from this requirement.

(2) The dining area must have an interior seating capacity to serve at least 50 individuals calculated using 15 square feet per individual.

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

(4) The combined kitchen and food storage facilities must have square footage equal to at least 50 percent of the square footage for all dining areas.

(5) An architectural or engineered scaled floor plan verifying the above must be provided with the request for a liquor license.

(f) Motels and hotels selling alcoholic liquor for consumption on the premises with either a class A-hotel or a class B-hotel license must have 60 or more guestrooms and a lounge serving at least 25 persons calculated at 15 square feet per person.

(g) Nail salons, day spas, hair salons, and barber shops serving alcohol by the glass to patrons during the performance of services by business personnel or while the patrons are waiting their turn for such services. Hours for serving alcohol in any premises described in this subsection must not begin before 10:00 a.m. on any day and must end before 9:00 p.m. on any day.

#### **Sec. 14-43. Conduct of liquor licensed business.**

All liquor licensees in the city shall comply with the following:

(a) The business personnel of a liquor licensee are responsible for the conduct of its patrons and other occupants.

(b) No disorderly, loud, or boisterous conduct shall be permitted.

(c) There shall be no booths that are (i) completely enclosed, (ii) capable of being either permanently or temporarily completely enclosed or locked, or (iii) with partitions higher than 4-feet from the floor.

(d) A liquor licensee shall not be a nuisance business or meet any of the criteria to be a nuisance business.

#### **Sec. 14-44. Liquor license application and procedure.**

(a) An applicant seeking a state liquor license must file a general business license application as provided in article II of this chapter accompanied by the additional information required by this article and by any information or documentation required under state liquor control laws, rules, or regulations.

(b) Upon receipt of the application, in addition to processing the application as provided in section 14-5, the clerk shall:

(i) Ascertain whether any of the limitations in subsection 14-42(d) might apply to the application to note in communications about the application to city staff and the city council.

(ii) If the application is for a new quota license for the sale of alcoholic liquor for on-premises consumption available to the city due to the 2020 United States Census, ascertain whether the application meets the criteria in subsection 14-42(c).

(iii) Transmit the application to the city's development review team for review and recommendation to the clerk. The development review team's recommendation to the clerk may consider the requirements for a general business license and shall also focus on the character of the neighborhood of the proposed licensed premises, type of license, the type of restaurant or other business, the type of activities, hours of operation, available public safety resources, and possible secondary effects of the proposed liquor licensed business.

(iv) Provide a recommendation to the council that includes the clerk's opinion as to whether the applicant and the business premises comply with this article.

(c) The council may decide to hold a public hearing on the application in which case written notice of the public hearing shall be provided (i) to the applicant, (ii) to all property owners of record of property within

300 feet of the proposed licensed premises, and (iii) occupants of buildings within 300 feet of the proposed licensed premises, at least 15 days prior to the public hearing.

(d) The city council may deny an application or recommend denial if the applicant, the premises, or the application fails to comply with the requirements of this chapter.

(e) Any decision to deny an application under this article may be appealed as provided in section 1-29 of this Code.

#### **Sec. 14-45. Revocation or nonrenewal of license.**

(a) The city manager, clerk, public safety director, city planner, city attorney, or city building official may recommend to the city council that it recommend to the state liquor control commission the denial of any renewal of or the revocation of a liquor license issued to a business in the city for any of the following reasons:

(1) The licensee is a nuisance business or meets the criteria to be a nuisance business.

(2) The licensee failed to comply with a provision of this chapter.

(3) The licensee failed to comply with any state liquor control requirements.

(4) The licensee failed to comply with any other applicable requirement of this Code.

(5) The licensee failed to comply with an applicable law, rule, or regulation.

(6) The licensee failed to adequately provide for the safety and security of its patrons or their property.

(7) The licensee is delinquent in the payment of (i) real or personal property taxes levied against the licensed premises or personal property within it, (ii) special assessments levied against the licensed premises, (iii) fees or charges for city water or sanitary sewer services provided the licensed premises.

(8) The licensee is otherwise in default to the city.

(9) The licensee's business personnel were found guilty or pled guilty or no contest to criminal charges for activities at the licensed premises that injured or endangered patrons, public officials, the public, or other licensee business personnel, or that resulted in damage to any of their property.

(10) Statements in any documents or information the licensee provided the city under this article were false or inaccurate, or any document or information the licensee provided the city failed to include or fully disclose required information.

(b) Any recommendation under subsection (a) shall be in writing and accompanied by a copy of a written notice to the licensee informing the licensee of the recommendation, the reasons for the recommendation, and the licensee's rights to appeal as provided in section 1-29 of this Code.

(c) If the licensee appeals the recommendation and seeks a hearing, before the council acts on the recommendation made under subsections (a) and (b), the council shall hold a public hearing as provided in section 1-29 of this Code.

(d) After any hearing held as provided in subsection (c) the council may, by resolution, recommend such action be taken by the liquor control commission as the council may deem appropriate. The clerk shall transmit a certified copy of that resolution, together with supporting documents, to the liquor control commission.

#### **Sec. 14-45. Violations.**

(a) A violation of this article is a misdemeanor punishable as provided in section 1-26 of this Code.

(b) The city clerk may issue a notice to any person violating or otherwise failing to comply with any provision of this article a notice to cease and desist its business operations. Any recipient of such a notice shall immediately comply with it.

**Secs. 14-46—14-50. Reserved.**

## STAFF REPORT

Date: February 8, 2022  
Subject: Liquor Licenses  
From: Scott Smith, City Attorney  
Kelli VandenBerg, City Clerk  
Nicole Hofert, Planning and Economic Development Director  
Meeting Date: February 21, 2022

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### **RECOMMENDATION:**

Adopt the Ordinance to Amend Chapter 14, Article IV, of the Code of Ordinances, City of Wyoming Michigan, Addressing Licensing of Alcoholic Liquor Businesses.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community – This will provide for the issuance of new quota liquor licenses in a manner to further the city center development effort.

Safety – Liquor licenses will continue to be issued and policed in a manner consistent with state law that focuses on safe and responsible business management.

Stewardship – Issuance of new quota liquor licenses to those making significant investments in the city center area may incentivize investment in that area thereby increasing employment opportunities, tax base, and workforce housing units, as well as catalyzing other economic development in the area.

### **BUDGET IMPACT:**

The proposed amendments will not impact the budget.

### **DISCUSSION:**

The most significant change in this article is to establish criteria for issuance of the new quota licenses for establishments selling alcoholic liquor for on-premises consumption that will limit their issuance to those making significant investments in the area of community lying along 28<sup>th</sup> St SW between Clyde Park Ave SW and Burlingame Ave SW.

3/21/2022

City Atty

ORDINANCE NO. 8-22

ORDINANCE TO REPEAL DIVISION 2, ARTICLE VI, CHAPTER 2 OF THE CODE OF ORDINANCES, DISSOLVE THE COMMUNITY ENRICHMENT COMMISSION, AND PROVIDE FOR ITS OBLIGATIONS AND ASSETS

THE CITY OF WYOMING ORDAINS:

Section 1. That Division 2, Article VI, Chapter 2 of the Code of Ordinances, City of Wyoming, Michigan, entitled, "Community Enrichment Commission is repealed in its entirety.

Section 2. That the Community Enrichment Commission is dissolved.

Section 3. That:

(a) The fund balance for the Community Enrichment Commission (in fund 998) and all other assets of the Community Enrichment Commission shall be become the property of the City of Wyoming.

(b) The fund balance shall be used by the City of Wyoming to continue programming that was provided by the Community Enrichment Commission, including for example, the Concerts in the Park, the Cinco de Mayo event, and the Juneteenth event.

(c) The City of Wyoming shall assume all obligations of the Community Enrichment Commission.

(d) Community Enrichment Commission members and volunteers are encouraged to continue supporting and volunteering at the events listed in subsection (b).

(e) The Community Enrichment Commission website and social media presences will be discontinued.

Section 4. That only the effects of section 1 of this ordinance shall be reflected in the Code of Ordinances, City of Wyoming, Michigan. The remaining sections of this ordinance are administrative in nature.

Section 5. That this ordinance shall take effect on \_\_\_\_\_, 2022.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on \_\_\_\_\_, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg  
Wyoming City Clerk

## Memo

To: Curtis Holt, City Manager  
From: John McCarter, Deputy City Manager  
Date: March 3, 2022  
Subject: Community Enrichment Commission (CEC) Transition to Volunteer Group

The purpose of this memorandum is to outline a proposal to transition the CEC from a City Commission to a volunteer group. The attached memorandum, which was previously shared with City Council in January, provides background information. The CEC, which was formed in 2006 by combining the Library Board and the Cultural Enrichment Commission, is charged with planning and carrying out cultural events for the enrichment and enjoyment of the residents of the City of Wyoming. The current structure is no longer an effective means to support this mission.

The CEC met in February to discuss the proposed transition. For the first time since November, a quorum (3 of 5 voting members) was present at the meeting, so they were able to conduct business. Councilmember Postler (Council Liaison) and Anjie Gleisner (ex-officio member representing Kent District Library) were also in attendance. I attended and ran the meeting, as the chair position is vacant.

After some discussion, CEC members voted 3-0 to support the recommendations put forth by staff to make *Concerts in the Park* a City of Wyoming Community Services' Parks & Recreation Department program permanently and transition from a formal City Commission to a volunteer group. The details of the recommendation are included in the attached memo that we previously shared with Council last month.

At the March 14<sup>th</sup> City Council Work Session, staff is seeking direction from City Council on whether or not to proceed with the recommended transition. Here are some key points that will be addressed in the forthcoming action, should City Council proceed with this transition:

- The CEC would be dissolved effective March 2022. In the last memo shared to Council, staff recommended dissolving the group at the end of the fiscal year in June. However, because of challenges getting quorums at meetings, staff is recommending immediate dissolution of this group.
- Concerts in the Park will be planned and administered by the City's Parks & Recreation team going forward.

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John Fitzgerald

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

**Jack A. Poll, Mayor**

- Members of the former CEC would be added to the Parks & Recreation volunteer database. A Parks & Recreation staff member would coordinate with former group members to have them volunteer the day of the Concerts in the Parks. After There may be additional volunteer opportunities at Parks & Recreation events as well.
- All the CEC's physical assets (trailer, sound equipment, yard games, etc.) would become assets of the City's Parks & Recreation fund.
- The CEC currently has \$22,854 in fund balance in fund 998 - Great Wyoming Community Resource Alliance (GWCRA). Staff will develop a budget for Fiscal Year 2023 that will authorize the use of the remaining funds for Concerts in the Park, which will be approved by the GWCRA.
- The approved Fiscal Year 2022 CEC budget currently has funds available for a Cinco de Mayo and for a Juneteenth event. Expenses related to these events will be approved administratively by the Deputy City Manager. These events will be planned and supported by former members of the CEC. Event plans will be submitted to the Deputy City Manager before expenses are incurred. Expenses for these events will not exceed budgeted amounts.
- The CEC Facebook Page (called Wyoming Concerts in the Parks) will be disabled, and followers will be directed to the Parks & Recreation Facebook page for updates on Concerts in the Park.

If Council agrees with this path forward, appropriate action will be brought forth at the March 21<sup>st</sup> Regular City Council Meeting.

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**Jack A. Poll, Mayor**

To: Curtis Holt, City Manager  
From: John McCarter, Deputy City Manager  
Date: January 27, 2021  
Subject: The Future of Community Enrichment Commission (CEC)

The purpose of this memorandum is to follow-up my previous communications regarding the status and future of the CEC. In the January 13, 2022 Weekly Information Letter, we summarized the challenges this group has faced, including the departure of long-term members, event cancellations brought on by COVID-19, an inability to meet quorum at meetings, a lack of members willing/able to fill officer positions, and an ongoing struggle to recruit members. In order to ensure success of Concerts in the Park this year, we asked the Parks & Recreation Department to take on the planning of the event while the CEC determines its future.

Separately, I sent an email to the entire CEC before our January meeting outlining several critical tasks that needed to be addressed at that meeting, including election of officers and a decision on priorities for the group going forward. For the second meeting a row, the group failed to meet quorum, so no meeting occurred. I had informal discussion with those members in attendance but, without quorum, we were not able to make any decisions.

This Commission can no longer function in its current state and several changes need to be undertaken to provide a better vehicle for this group of community members to meaningfully contribute to cultural events for the enrichment and enjoyment of the residents of the City of Wyoming.

### **Recommendation #1: Permanently transition Concerts in the Parks to a City Event**

I recommend permanently transitioning Concerts in the Park from the CEC to the Parks & Recreation Department. Concerts in the Park is a valuable asset in our community and one that takes a tremendous amount of time and energy to plan. The professional staff in our Parks & Recreation Department are better positioned to plan and execute the event successfully.

### **Recommendation #2: Transition the CEC from a City Commission to an Advisory Group**

The CEC is made up of community members who want to contribute in a positive way to the culture in Wyoming. The best way to provide this opportunity is to transition this group to an advisory group with three core responsibilities:

- **Planning & Input Meeting.** This group would participate in a program evaluation meeting with the Parks & Recreation Department. Program evaluation is an established standard process in Parks & Recreation. Feedback from this group could include, but is not limited

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to, what bands to include in the event the following year, what food trucks or activities were successful or other recommendations to improve the event.

- **Volunteering at Concerts.** On the day of the concerts the Advisory Group would volunteer to make sure the event runs smoothly. Parks & Recreation staff would be in attendance to support, as needed.

Notably, this transition would mean that the Parks & Recreation Department would be solely responsible for decision-making regarding Concerts in the Park, with group serving in an advisory capacity.

The CEC held its first Juneteenth celebration last year and has expressed interest in holding other events, such as Cinco de Mayo and a food centric “Taste of Wyoming” event. With this transition, this group would not have the ability to sponsor those events going forward. Several CEC members have asked if it is possible for the CEC to continue as a formal City Commission responsible for administering these smaller events but without any members willing/able to step into officer roles and lead the group, this is not possible. The City may choose to take on these events, but that decision would be made annually through the city’s budget process.

The CEC has been responsible for its own Wyoming Concerts in the Park Facebook page. This page would be disabled, and followers would be directed to the City of Wyoming Parks & Recreation Facebook Page for information regarding Concerts in the Park.

The CEC, which is operates out of the Greater Wyoming Community Resources Alliance’s fund, currently has assets in their budget, including a \$10,000 1:1 match donation from the City. These funds would be utilized to fund planned Cinco de Mayo and Juneteenth events in Fiscal Year 2022, should the CEC choose to proceed with these events, and Concerts in the Park.

This transition would take place at the end of Fiscal Year 2022 (June 30, 2022) in order to allow the CEC to carry out budgeted events they have planned (outlined in Next Steps Section).

### **Next steps**

- The contents of this memo will be the sole item on the February CEC meeting. If a quorum is present, the CEC may choose to vote in favor or against these recommendations.
- Staff will bring forth these recommendations to City Council at the March Work Session.
- Pending consensus of Council at the March Work Session, necessary Council action will be brought forth at the March 21, 2022 regular meeting.
- Should the CEC choose to move forward with the Cinco de Mayo and Juneteenth events this year, they will conduct meetings as needed between now and June.

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