

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, MARCH 6, 2023, 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 February 20, 2023 Regular Meeting and the February 20, 2023 Closed Session

**7) Approval of Agenda**

**8) Public Hearings**

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

**7:01 p.m.** To Receive Comment on the Proposed Vacation of a Portion of Platted  
Belden Ave SW

**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. City Center Presentation by Tim Bradshaw from Progressive AE

b) Proclamations

**11) Petitions and Communications**

a) Petitions

b) Communications

**12) Reports from City Officers**

a) From City Council

b) From City Manager

**13) Budget Amendments**

**14) Consent Agenda**

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

- a) To Schedule a Public Hearing on the Necessity of and Specially Assessing the Costs for a Spongy Moth Suppression Project, Special Assessment Roll 23-814 (March 20, 2023 at 7:01 p.m.)
- b) To Schedule a Public Hearing on the Necessity of and Specially Assessing the Costs for a Spongy Moth Suppression Project, Special Assessment Roll 23-815 (March 20, 2023 at 7:02 p.m.)

**15) Resolutions**

- c) To Waive Certain Requirements of the City Code for the Spring Carnival to be Conducted By, and to Approve and Authorize Signing of a 2023 Spring Carnival Contract and Police Support Contract with T.J. Schmidt & Company, LLC, for the 2023 Carnival to be Held at Lamar Park From April 28 – May 7, 2023
- d) To Vacate and Quitclaim a Portion of Right-of-Way Adjacent to Lee Street Christian Reformed Church at 1261 Lee St SW and Retain a Utility Easement
- e) To Approve and Authorize the Mayor and City Clerk to Sign a Purchase Agreement for 2 Vacant Parcels on Burton Street Using CDBG Program Funds to Provide Property for Affordable Housing
- f) To Approve and Authorize the Mayor and City Clerk to Sign a Property Rights Exchange Agreement to Add to a Trail System
- g) To Approve and Authorize the Mayor and City Clerk to Sign a Purchase Agreement to Sell a Small Parcel of City Property

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

- h) To Award a Bid for Concrete Replacement (2023-2025) to Ellis McClain Construction LLC
- i) To Cancel Previously Approved Purchase of Ford Police Vehicles and to Approve the Purchase of Dodge Police Patrol Vehicles
- j) To Concur with Testing and Certification of the City Fire Hoses, Ladders, and Aerial Devices and Authorize Payment to National Hose Testing Specialties, Inc.
- k) To Authorize the Purchase of Plumbing Supplies
- l) To Accept a Proposal to Recondition One Pump and to Authorize the Mayor and City Clerk to Execute the Contract
- m) For Award of Bids and to Authorize the Mayor and City Clerk to Sign the Contracts
  - 1. Buchi K-365 EasyKjel Distillation Unit
  - 2. Golf Cart

**17) Ordinances**

- 5-23 To Amend Section 90-515 of the Code of Ordinances by Adding Subsection (136) to Rezone 1141 Colrain Street SW from R-2 and FBC-CU to FBC-CN (First Reading)
- 6-23 To Amend Section 90-515 of the Code of Ordinances by Adding Subsection (137) to Rezone 2244 Porter Avenue SW from R-2 to R-4 (First Reading)

**18) Informational Material**

- a) Local Officers Compensation Commission Recommendation

**19) Acknowledgment of Visitors**

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

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

**21) Adjournment**

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

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON THE NECESSITY OF AND  
SPECIALLY ASSESSING THE COSTS FOR A SPONGY MOTH SUPPRESSION PROJECT,  
SPECIAL ASSESSMENT ROLL 23-814

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 2023 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 23-814.
3. The City Council will hold a public hearing during its regular meeting of Monday, **March 20, 2023, at 7:01 p.m.**, to hear from all persons affected by or interested in the proposed 2023 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 6, 2023.

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Kelli A. VandenBerg, Wyoming City Clerk

**ATTACHMENTS:**

Exhibit A – Aerial Spray Map

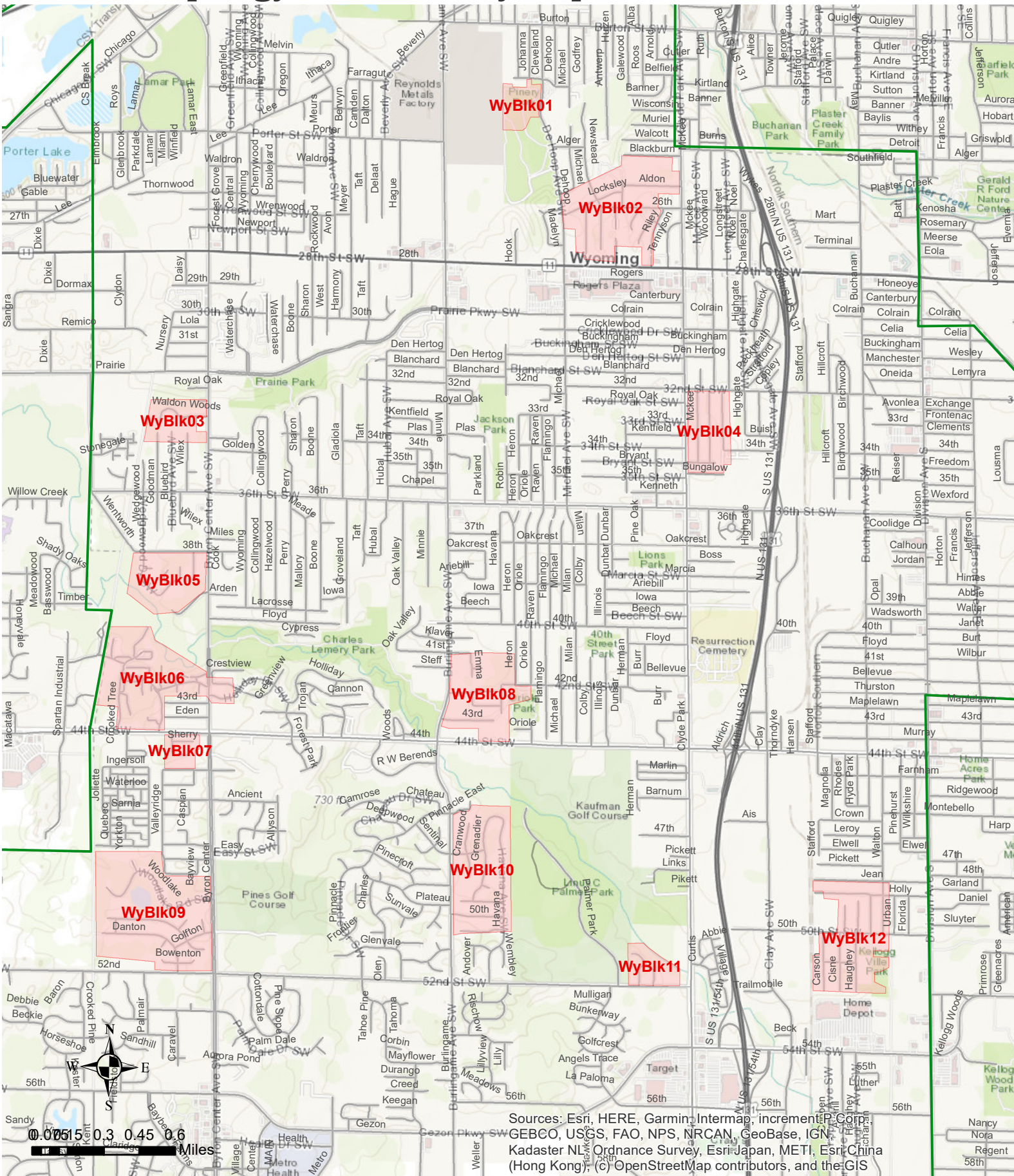
Exhibit B – List of Parcels in Proposed Special Assessment District

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

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

# City of Wyoming

## Spongy Moth Survey Report 2023 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

**Shaded areas recommended for Aerial B.t.k. spray in Spring 2023**

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 23-814

41-17-11-476-013	954	26TH ST SW	41-17-23-354-027	1463	43RD ST SW
41-17-11-476-012	958	26TH ST SW	41-17-23-355-009	1464	43RD ST SW
41-17-11-476-002	1006	26TH ST SW	41-17-23-354-026	1503	43RD ST SW
41-17-11-476-001	1010	26TH ST SW	41-17-23-355-008	1504	43RD ST SW
41-17-11-404-009	1021	26TH ST SW	41-17-23-354-025	1511	43RD ST SW
41-17-11-453-036	1022	26TH ST SW	41-17-23-355-007	1512	43RD ST SW
41-17-11-404-008	1029	26TH ST SW	41-17-23-354-024	1517	43RD ST SW
41-17-11-478-018	911	28TH ST SW	41-17-23-355-006	1518	43RD ST SW
41-17-11-476-045	1001	28TH ST SW	41-17-23-354-023	1523	43RD ST SW
41-17-11-453-016	1029	28TH ST SW	41-17-23-355-005	1524	43RD ST SW
41-17-11-452-043	1049	28TH ST SW	41-17-23-354-022	1529	43RD ST SW
41-17-11-452-042	1055	28TH ST SW	41-17-23-355-004	1532	43RD ST SW
41-17-11-452-041	1105	28TH ST SW	41-17-23-355-003	1538	43RD ST SW
41-17-13-302-003	720	32ND ST SW	41-17-23-354-021	1539	43RD ST SW
41-17-13-302-002	726	32ND ST SW	41-17-23-355-002	1546	43RD ST SW
41-17-13-302-001	732	32ND ST SW	41-17-23-355-037	1554	43RD ST SW
41-17-13-301-003	744	32ND ST SW	41-17-22-476-033	1621	43RD ST SW
41-17-13-301-002	752	32ND ST SW	41-17-23-355-049	1505	44TH ST SW
41-17-13-301-044	760	32ND ST SW	41-17-21-451-040	2761	44TH ST SW
41-17-21-278-030	2408	38TH ST SW	41-17-21-451-037	2801	44TH ST SW
41-17-21-278-001	2424	38TH ST SW	41-17-25-476-029	158	50TH ST SW
41-17-21-276-035	2442	38TH ST SW	41-17-25-476-019	200	50TH ST SW
41-17-21-276-030	2452	38TH ST SW	41-17-25-476-023	216	50TH ST SW
41-17-21-276-027	2514	38TH ST SW	41-17-25-404-031	221	50TH ST SW
41-17-21-276-026	2520	38TH ST SW	41-17-25-476-021	222	50TH ST SW
41-17-21-276-025	2534	38TH ST SW	41-17-25-453-006	230	50TH ST SW
41-17-21-276-038	2570	38TH ST SW	41-17-25-403-052	231	50TH ST SW
41-17-21-276-037	2586	38TH ST SW	41-17-25-453-005	236	50TH ST SW
41-17-23-303-007	1544	41ST ST SW	41-17-25-403-051	239	50TH ST SW
41-17-23-303-006	1552	41ST ST SW	41-17-25-453-004	240	50TH ST SW
41-17-23-303-005	1562	41ST ST SW	41-17-25-403-050	241	50TH ST SW
41-17-23-303-004	1572	41ST ST SW	41-17-25-403-049	245	50TH ST SW
41-17-23-303-047	1411	42ND ST SW	41-17-25-453-003	246	50TH ST SW
41-17-23-355-014	1432	43RD ST SW	41-17-25-453-002	252	50TH ST SW
41-17-23-354-032	1433	43RD ST SW	41-17-25-453-001	256	50TH ST SW
41-17-23-355-013	1438	43RD ST SW	41-17-25-403-033	263	50TH ST SW
41-17-23-354-031	1439	43RD ST SW	41-17-25-403-032	265	50TH ST SW
41-17-23-355-012	1444	43RD ST SW	41-17-25-452-005	302	50TH ST SW
41-17-23-354-030	1445	43RD ST SW	41-17-25-452-025	324	50TH ST SW
41-17-23-355-011	1450	43RD ST SW	41-17-25-452-001	328	50TH ST SW
41-17-23-354-029	1451	43RD ST SW	41-17-25-403-054	333	50TH ST SW
41-17-23-354-028	1457	43RD ST SW	41-17-26-303-014	1430	50TH ST SW
41-17-23-355-010	1458	43RD ST SW	41-17-26-302-014	1431	50TH ST SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 23-814

41-17-26-303-013	1436	50TH ST SW	41-17-11-429-016	848	ALDON ST SW
41-17-26-302-013	1437	50TH ST SW	41-17-11-428-017	849	ALDON ST SW
41-17-26-303-012	1442	50TH ST SW	41-17-11-429-015	852	ALDON ST SW
41-17-26-302-012	1443	50TH ST SW	41-17-11-428-016	853	ALDON ST SW
41-17-26-303-011	1450	50TH ST SW	41-17-11-429-014	858	ALDON ST SW
41-17-26-302-011	1451	50TH ST SW	41-17-11-428-015	859	ALDON ST SW
41-17-26-303-010	1456	50TH ST SW	41-17-11-429-013	862	ALDON ST SW
41-17-26-302-010	1457	50TH ST SW	41-17-11-428-014	863	ALDON ST SW
41-17-26-303-009	1464	50TH ST SW	41-17-11-429-012	902	ALDON ST SW
41-17-26-302-009	1465	50TH ST SW	41-17-11-428-013	903	ALDON ST SW
41-17-26-303-008	1504	50TH ST SW	41-17-11-429-011	908	ALDON ST SW
41-17-26-302-008	1505	50TH ST SW	41-17-11-428-012	909	ALDON ST SW
41-17-26-302-007	1511	50TH ST SW	41-17-11-429-010	912	ALDON ST SW
41-17-26-303-007	1512	50TH ST SW	41-17-11-428-011	913	ALDON ST SW
41-17-26-303-006	1518	50TH ST SW	41-17-11-429-009	918	ALDON ST SW
41-17-26-302-006	1519	50TH ST SW	41-17-11-428-010	919	ALDON ST SW
41-17-26-303-005	1526	50TH ST SW	41-17-11-429-008	922	ALDON ST SW
41-17-26-302-005	1527	50TH ST SW	41-17-11-428-009	923	ALDON ST SW
41-17-26-303-004	1532	50TH ST SW	41-17-11-429-007	928	ALDON ST SW
41-17-26-302-004	1533	50TH ST SW	41-17-11-428-008	929	ALDON ST SW
41-17-26-303-003	1540	50TH ST SW	41-17-11-429-006	932	ALDON ST SW
41-17-26-302-003	1541	50TH ST SW	41-17-11-428-007	933	ALDON ST SW
41-17-26-303-002	1546	50TH ST SW	41-17-11-429-005	938	ALDON ST SW
41-17-26-302-002	1547	50TH ST SW	41-17-11-428-006	939	ALDON ST SW
41-17-26-476-007	881	52ND ST SW	41-17-11-429-004	942	ALDON ST SW
41-17-28-480-009	2585	52ND ST SW	41-17-11-428-005	943	ALDON ST SW
41-17-28-480-014	2595	52ND ST SW	41-17-11-429-003	948	ALDON ST SW
41-17-11-429-024	808	ALDON ST SW	41-17-11-428-004	949	ALDON ST SW
41-17-11-428-025	809	ALDON ST SW	41-17-11-429-002	952	ALDON ST SW
41-17-11-429-023	812	ALDON ST SW	41-17-11-428-003	953	ALDON ST SW
41-17-11-428-024	813	ALDON ST SW	41-17-11-429-001	958	ALDON ST SW
41-17-11-429-022	818	ALDON ST SW	41-17-11-428-002	959	ALDON ST SW
41-17-11-428-023	819	ALDON ST SW	41-17-13-303-001	3208	BADGER AVE SW
41-17-11-429-021	822	ALDON ST SW	41-17-13-303-002	3216	BADGER AVE SW
41-17-11-428-022	823	ALDON ST SW	41-17-13-302-022	3221	BADGER AVE SW
41-17-11-429-020	828	ALDON ST SW	41-17-13-303-003	3226	BADGER AVE SW
41-17-11-428-021	829	ALDON ST SW	41-17-13-302-023	3231	BADGER AVE SW
41-17-11-429-019	832	ALDON ST SW	41-17-13-303-004	3234	BADGER AVE SW
41-17-11-428-020	833	ALDON ST SW	41-17-13-302-024	3239	BADGER AVE SW
41-17-11-429-018	838	ALDON ST SW	41-17-13-303-005	3242	BADGER AVE SW
41-17-11-428-019	839	ALDON ST SW	41-17-13-302-025	3245	BADGER AVE SW
41-17-11-429-017	842	ALDON ST SW	41-17-13-303-006	3250	BADGER AVE SW
41-17-11-428-018	843	ALDON ST SW	41-17-13-302-026	3255	BADGER AVE SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 23-814

41-17-13-303-007	3258	BADGER AVE SW	41-17-16-477-018	3407	BLUEBIRD AVE SW
41-17-13-302-027	3265	BADGER AVE SW	41-17-16-478-001	3408	BLUEBIRD AVE SW
41-17-13-303-008	3268	BADGER AVE SW	41-17-16-477-019	3419	BLUEBIRD AVE SW
41-17-13-302-028	3273	BADGER AVE SW	41-17-16-478-002	3420	BLUEBIRD AVE SW
41-17-13-303-009	3302	BADGER AVE SW	41-17-16-477-020	3431	BLUEBIRD AVE SW
41-17-13-302-029	3305	BADGER AVE SW	41-17-16-478-003	3432	BLUEBIRD AVE SW
41-17-13-303-010	3310	BADGER AVE SW	41-17-28-478-023	2463	BOWENTON PLACE SW
41-17-13-302-030	3315	BADGER AVE SW	41-17-28-478-025	2468	BOWENTON PLACE SW
41-17-13-303-011	3318	BADGER AVE SW	41-17-28-478-022	2475	BOWENTON PLACE SW
41-17-13-302-031	3323	BADGER AVE SW	41-17-28-478-026	2476	BOWENTON PLACE SW
41-17-13-303-012	3326	BADGER AVE SW	41-17-28-478-021	2487	BOWENTON PLACE SW
41-17-13-302-032	3331	BADGER AVE SW	41-17-28-478-027	2488	BOWENTON PLACE SW
41-17-13-303-013	3334	BADGER AVE SW	41-17-28-478-020	2499	BOWENTON PLACE SW
41-17-13-302-033	3339	BADGER AVE SW	41-17-28-478-028	2500	BOWENTON PLACE SW
41-17-13-303-014	3342	BADGER AVE SW	41-17-28-478-019	2511	BOWENTON PLACE SW
41-17-13-302-034	3347	BADGER AVE SW	41-17-28-478-029	2512	BOWENTON PLACE SW
41-17-13-303-044	3352	BADGER AVE SW	41-17-28-481-003	2535	BOWENTON PLACE SW
41-17-13-302-035	3357	BADGER AVE SW	41-17-28-481-015	2547	BOWENTON PLACE SW
41-17-13-302-036	3405	BADGER AVE SW	41-17-28-482-002	2548	BOWENTON PLACE SW
41-17-13-351-008	3406	BADGER AVE SW	41-17-28-481-014	2559	BOWENTON PLACE SW
41-17-13-351-002	3414	BADGER AVE SW	41-17-28-482-003	2560	BOWENTON PLACE SW
41-17-13-302-037	3415	BADGER AVE SW	41-17-28-481-013	2571	BOWENTON PLACE SW
41-17-13-351-003	3422	BADGER AVE SW	41-17-28-481-012	2583	BOWENTON PLACE SW
41-17-13-302-038	3423	BADGER AVE SW	41-17-28-481-011	2591	BOWENTON PLACE SW
41-17-28-428-009	4862	BAYVIEW DR SW	41-17-13-352-020	700	BRYANT ST SW
41-17-11-131-006	1260	BELFIELD ST SW	41-17-13-352-007	710	BRYANT ST SW
41-17-11-131-019	1350	BELFIELD ST SW	41-17-13-352-006	730	BRYANT ST SW
41-17-11-131-018	1380	BELFIELD ST SW	41-17-13-352-005	740	BRYANT ST SW
41-17-11-427-023	826	BLACKBURN ST SW	41-17-13-352-004	750	BRYANT ST SW
41-17-11-427-016	830	BLACKBURN ST SW	41-17-13-352-003	762	BRYANT ST SW
41-17-11-427-015	836	BLACKBURN ST SW	41-17-13-352-002	774	BRYANT ST SW
41-17-11-427-014	840	BLACKBURN ST SW	41-17-25-430-001	4842	BUCHANAN AVE SW
41-17-11-427-027	848	BLACKBURN ST SW	41-17-25-404-013	4843	BUCHANAN AVE SW
41-17-11-427-026	858	BLACKBURN ST SW	41-17-25-404-014	4847	BUCHANAN AVE SW
41-17-11-427-009	900	BLACKBURN ST SW	41-17-25-430-031	4850	BUCHANAN AVE SW
41-17-11-427-008	908	BLACKBURN ST SW	41-17-25-404-015	4851	BUCHANAN AVE SW
41-17-11-427-007	914	BLACKBURN ST SW	41-17-25-430-004	4858	BUCHANAN AVE SW
41-17-11-427-006	920	BLACKBURN ST SW	41-17-25-404-016	4861	BUCHANAN AVE SW
41-17-11-427-022	926	BLACKBURN ST SW	41-17-25-430-005	4862	BUCHANAN AVE SW
41-17-11-427-021	932	BLACKBURN ST SW	41-17-25-430-006	4900	BUCHANAN AVE SW
41-17-11-427-003	938	BLACKBURN ST SW	41-17-25-404-017	4901	BUCHANAN AVE SW
41-17-11-427-002	948	BLACKBURN ST SW	41-17-25-404-018	4903	BUCHANAN AVE SW
41-17-11-427-001	962	BLACKBURN ST SW	41-17-25-430-007	4906	BUCHANAN AVE SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 23-814

41-17-25-404-019	4911	BUCHANAN AVE SW	41-17-16-479-023	3411	BYRON CENTER AVE SW
41-17-25-430-008	4912	BUCHANAN AVE SW	41-17-16-479-024	3417	BYRON CENTER AVE SW
41-17-25-404-020	4919	BUCHANAN AVE SW	41-17-16-479-025	3419	BYRON CENTER AVE SW
41-17-25-404-021	4925	BUCHANAN AVE SW	41-17-16-479-026	3429	BYRON CENTER AVE SW
41-17-25-430-009	4926	BUCHANAN AVE SW	41-17-21-278-032	3815	BYRON CENTER AVE SW
41-17-25-430-010	4928	BUCHANAN AVE SW	41-17-21-278-050	3825	BYRON CENTER AVE SW
41-17-25-404-022	4929	BUCHANAN AVE SW	41-17-21-278-036	3835	BYRON CENTER AVE SW
41-17-25-430-011	4932	BUCHANAN AVE SW	41-17-21-278-038	3847	BYRON CENTER AVE SW
41-17-25-404-023	4933	BUCHANAN AVE SW	41-17-21-278-040	3851	BYRON CENTER AVE SW
41-17-25-404-024	4937	BUCHANAN AVE SW	41-17-21-278-043	3855	BYRON CENTER AVE SW
41-17-25-430-012	4938	BUCHANAN AVE SW	41-17-21-278-045	3861	BYRON CENTER AVE SW
41-17-25-404-025	4939	BUCHANAN AVE SW	41-17-22-352-015	4236	BYRON CENTER AVE SW
41-17-25-430-013	4940	BUCHANAN AVE SW	41-17-28-428-020	4875	BYRON CENTER AVE SW
41-17-25-430-014	4948	BUCHANAN AVE SW	41-17-28-428-021	4885	BYRON CENTER AVE SW
41-17-25-404-026	4949	BUCHANAN AVE SW	41-17-28-226-002	4409	CAROL AVE SW
41-17-25-404-027	4951	BUCHANAN AVE SW	41-17-28-227-001	4410	CAROL AVE SW
41-17-25-430-015	4952	BUCHANAN AVE SW	41-17-28-226-003	4415	CAROL AVE SW
41-17-13-352-019	767	BUNGALOW ST SW	41-17-28-226-004	4421	CAROL AVE SW
41-17-13-352-018	771	BUNGALOW ST SW	41-17-28-226-005	4427	CAROL AVE SW
41-17-13-352-017	783	BUNGALOW ST SW	41-17-28-227-015	4430	CAROL AVE SW
41-17-13-352-016	785	BUNGALOW ST SW	41-17-28-226-006	4433	CAROL AVE SW
41-17-13-352-015	787	BUNGALOW ST SW	41-17-28-226-007	4439	CAROL AVE SW
41-17-13-352-014	789	BUNGALOW ST SW	41-17-28-227-016	4442	CAROL AVE SW
41-17-13-352-013	791	BUNGALOW ST SW	41-17-28-226-008	4445	CAROL AVE SW
41-17-13-352-012	793	BUNGALOW ST SW	41-17-28-226-009	4451	CAROL AVE SW
41-17-23-303-013	4110	BURLINGAME AVE SW	41-17-28-226-010	4457	CAROL AVE SW
41-17-23-303-014	4122	BURLINGAME AVE SW	41-17-25-452-006	5020	CARSON AVE SW
41-17-23-351-015	4200	BURLINGAME AVE SW	41-17-25-452-007	5028	CARSON AVE SW
41-17-23-351-016	4210	BURLINGAME AVE SW	41-17-25-452-008	5030	CARSON AVE SW
41-17-23-354-040	4250	BURLINGAME AVE SW	41-17-25-452-009	5038	CARSON AVE SW
41-17-23-354-042	4262	BURLINGAME AVE SW	41-17-25-451-012	5045	CARSON AVE SW
41-17-26-151-010	4680	BURLINGAME AVE SW	41-17-25-451-013	5051	CARSON AVE SW
41-17-26-151-011	4690	BURLINGAME AVE SW	41-17-25-452-011	5052	CARSON AVE SW
41-17-26-151-021	4696	BURLINGAME AVE SW	41-17-25-452-012	5058	CARSON AVE SW
41-17-26-151-022	4700	BURLINGAME AVE SW	41-17-25-454-001	5102	CARSON AVE SW
41-17-26-151-006	4726	BURLINGAME AVE SW	41-17-25-451-014	5109	CARSON AVE SW
41-17-26-151-007	4790	BURLINGAME AVE SW	41-17-25-454-002	5110	CARSON AVE SW
41-17-26-152-001	4794	BURLINGAME AVE SW	41-17-25-451-016	5111	CARSON AVE SW
41-17-26-153-001	4798	BURLINGAME AVE SW	41-17-25-451-017	5113	CARSON AVE SW
41-17-26-301-036	4860	BURLINGAME AVE SW	41-17-25-454-003	5120	CARSON AVE SW
41-17-26-301-037	4880	BURLINGAME AVE SW	41-17-25-451-018	5123	CARSON AVE SW
41-17-26-302-001	4948	BURLINGAME AVE SW	41-17-25-451-019	5127	CARSON AVE SW
41-17-26-303-001	4990	BURLINGAME AVE SW	41-17-25-451-020	5129	CARSON AVE SW

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41-17-25-454-004	5130	CARSON AVE SW	41-17-25-454-025	5161	CISNE AVE SW
41-17-25-454-020	5134	CARSON AVE SW	41-17-25-455-027	5164	CISNE AVE SW
41-17-25-454-007	5138	CARSON AVE SW	41-17-25-454-026	5165	CISNE AVE SW
41-17-25-454-008	5142	CARSON AVE SW	41-17-11-427-020	2431	CLYDE PARK AVE SW
41-17-25-454-009	5148	CARSON AVE SW	41-17-11-429-027	2545	CLYDE PARK AVE SW
41-17-25-451-034	5155	CARSON AVE SW	41-17-13-301-004	3220	CLYDE PARK AVE SW
41-17-25-451-025	5157	CARSON AVE SW	41-17-13-301-005	3226	CLYDE PARK AVE SW
41-17-25-454-010	5158	CARSON AVE SW	41-17-13-301-006	3232	CLYDE PARK AVE SW
41-17-25-451-029	5165	CARSON AVE SW	41-17-13-301-007	3238	CLYDE PARK AVE SW
41-17-25-454-011	5166	CARSON AVE SW	41-17-13-301-008	3244	CLYDE PARK AVE SW
41-17-25-451-031	5169	CARSON AVE SW	41-17-13-301-009	3250	CLYDE PARK AVE SW
41-17-25-453-007	5018	CISNE AVE SW	41-17-13-301-010	3256	CLYDE PARK AVE SW
41-17-25-452-021	5021	CISNE AVE SW	41-17-13-301-011	3262	CLYDE PARK AVE SW
41-17-25-452-022	5025	CISNE AVE SW	41-17-13-301-012	3268	CLYDE PARK AVE SW
41-17-25-453-028	5028	CISNE AVE SW	41-17-13-301-013	3274	CLYDE PARK AVE SW
41-17-25-452-014	5033	CISNE AVE SW	41-17-13-301-014	3300	CLYDE PARK AVE SW
41-17-25-453-030	5038	CISNE AVE SW	41-17-13-301-015	3308	CLYDE PARK AVE SW
41-17-25-452-015	5039	CISNE AVE SW	41-17-13-301-016	3314	CLYDE PARK AVE SW
41-17-25-453-012	5058	CISNE AVE SW	41-17-13-301-017	3320	CLYDE PARK AVE SW
41-17-25-452-017	5059	CISNE AVE SW	41-17-13-301-018	3326	CLYDE PARK AVE SW
41-17-25-452-018	5061	CISNE AVE SW	41-17-13-301-019	3332	CLYDE PARK AVE SW
41-17-25-453-013	5062	CISNE AVE SW	41-17-13-301-020	3338	CLYDE PARK AVE SW
41-17-25-453-014	5068	CISNE AVE SW	41-17-13-301-021	3344	CLYDE PARK AVE SW
41-17-25-452-019	5069	CISNE AVE SW	41-17-13-301-022	3350	CLYDE PARK AVE SW
41-17-25-455-024	5102	CISNE AVE SW	41-17-13-301-023	3400	CLYDE PARK AVE SW
41-17-25-454-012	5103	CISNE AVE SW	41-17-13-301-024	3404	CLYDE PARK AVE SW
41-17-25-454-013	5111	CISNE AVE SW	41-17-13-301-025	3408	CLYDE PARK AVE SW
41-17-25-455-003	5118	CISNE AVE SW	41-17-13-301-026	3420	CLYDE PARK AVE SW
41-17-25-454-014	5119	CISNE AVE SW	41-17-13-352-001	3460	CLYDE PARK AVE SW
41-17-25-455-004	5120	CISNE AVE SW	41-17-13-352-011	3470	CLYDE PARK AVE SW
41-17-25-454-015	5121	CISNE AVE SW	41-17-26-152-010	4669	CRANWOOD AVE SW
41-17-25-455-005	5122	CISNE AVE SW	41-17-26-154-028	4670	CRANWOOD AVE SW
41-17-25-454-016	5125	CISNE AVE SW	41-17-26-152-009	4681	CRANWOOD AVE SW
41-17-25-455-006	5128	CISNE AVE SW	41-17-26-154-027	4682	CRANWOOD AVE SW
41-17-25-454-017	5129	CISNE AVE SW	41-17-26-152-008	4693	CRANWOOD AVE SW
41-17-25-454-021	5135	CISNE AVE SW	41-17-26-154-026	4694	CRANWOOD AVE SW
41-17-25-455-007	5136	CISNE AVE SW	41-17-26-152-007	4701	CRANWOOD AVE SW
41-17-25-454-022	5139	CISNE AVE SW	41-17-26-154-025	4702	CRANWOOD AVE SW
41-17-25-455-008	5146	CISNE AVE SW	41-17-26-152-006	4713	CRANWOOD AVE SW
41-17-25-454-023	5147	CISNE AVE SW	41-17-26-154-024	4714	CRANWOOD AVE SW
41-17-25-455-009	5152	CISNE AVE SW	41-17-26-152-005	4725	CRANWOOD AVE SW
41-17-25-454-024	5157	CISNE AVE SW	41-17-26-154-023	4726	CRANWOOD AVE SW
41-17-25-455-010	5160	CISNE AVE SW	41-17-26-152-004	4737	CRANWOOD AVE SW

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41-17-26-154-022	4738	CRANWOOD AVE SW	41-17-28-453-017	2637	DANTON DR SW
41-17-26-154-030	4746	CRANWOOD AVE SW	41-17-28-452-033	2644	DANTON DR SW
41-17-26-152-003	4749	CRANWOOD AVE SW	41-17-28-453-016	2649	DANTON DR SW
41-17-26-154-031	4754	CRANWOOD AVE SW	41-17-28-452-032	2656	DANTON DR SW
41-17-26-152-002	4755	CRANWOOD AVE SW	41-17-28-453-015	2661	DANTON DR SW
41-17-26-155-001	4786	CRANWOOD AVE SW	41-17-28-452-031	2668	DANTON DR SW
41-17-26-301-028	4798	CRANWOOD AVE SW	41-17-28-453-014	2673	DANTON DR SW
41-17-26-301-022	4801	CRANWOOD AVE SW	41-17-28-452-030	2680	DANTON DR SW
41-17-26-301-029	4802	CRANWOOD AVE SW	41-17-28-453-013	2685	DANTON DR SW
41-17-26-301-023	4813	CRANWOOD AVE SW	41-17-28-452-029	2692	DANTON DR SW
41-17-26-301-030	4814	CRANWOOD AVE SW	41-17-28-453-012	2697	DANTON DR SW
41-17-26-301-024	4825	CRANWOOD AVE SW	41-17-28-452-028	2704	DANTON DR SW
41-17-26-301-031	4826	CRANWOOD AVE SW	41-17-28-453-011	2709	DANTON DR SW
41-17-26-301-025	4837	CRANWOOD AVE SW	41-17-28-452-027	2716	DANTON DR SW
41-17-26-301-032	4838	CRANWOOD AVE SW	41-17-28-452-026	2728	DANTON DR SW
41-17-26-301-026	4849	CRANWOOD AVE SW	41-17-28-452-018	2733	DANTON DR SW
41-17-26-301-033	4850	CRANWOOD AVE SW	41-17-28-452-025	2740	DANTON DR SW
41-17-22-351-010	2390	CRESTVIEW DR SW	41-17-28-452-019	2751	DANTON DR SW
41-17-28-481-006	5121	DANTON CT SW	41-17-28-452-024	2758	DANTON DR SW
41-17-28-481-009	5122	DANTON CT SW	41-17-28-452-020	2769	DANTON DR SW
41-17-28-481-008	5134	DANTON CT SW	41-17-28-452-023	2776	DANTON DR SW
41-17-28-481-007	5139	DANTON CT SW	41-17-28-452-021	2787	DANTON DR SW
41-17-28-482-001	2432	DANTON DR SW	41-17-28-452-022	2794	DANTON DR SW
41-17-28-478-018	2463	DANTON DR SW	41-17-11-327-001	2550	DE HOOP AVE SW
41-17-28-481-002	2474	DANTON DR SW	41-17-11-451-001	2626	DE HOOP AVE SW
41-17-28-478-017	2481	DANTON DR SW	41-17-11-452-004	2610	DONCASTER AVE SW
41-17-28-481-001	2486	DANTON DR SW	41-17-11-451-009	2611	DONCASTER AVE SW
41-17-28-481-010	2498	DANTON DR SW	41-17-11-452-005	2616	DONCASTER AVE SW
41-17-28-477-016	2505	DANTON DR SW	41-17-11-451-010	2621	DONCASTER AVE SW
41-17-28-477-015	2511	DANTON DR SW	41-17-11-452-006	2624	DONCASTER AVE SW
41-17-28-477-014	2523	DANTON DR SW	41-17-11-451-011	2625	DONCASTER AVE SW
41-17-28-481-005	2538	DANTON DR SW	41-17-11-452-007	2630	DONCASTER AVE SW
41-17-28-477-013	2547	DANTON DR SW	41-17-11-451-012	2637	DONCASTER AVE SW
41-17-28-481-004	2564	DANTON DR SW	41-17-11-452-008	2638	DONCASTER AVE SW
41-17-28-477-012	2565	DANTON DR SW	41-17-11-452-009	2644	DONCASTER AVE SW
41-17-28-477-011	2583	DANTON DR SW	41-17-11-451-013	2651	DONCASTER AVE SW
41-17-28-452-037	2588	DANTON DR SW	41-17-11-452-010	2652	DONCASTER AVE SW
41-17-28-453-020	2601	DANTON DR SW	41-17-11-451-014	2673	DONCASTER AVE SW
41-17-28-452-036	2606	DANTON DR SW	41-17-11-452-011	2704	DONCASTER AVE SW
41-17-28-453-019	2613	DANTON DR SW	41-17-11-451-015	2705	DONCASTER AVE SW
41-17-28-452-035	2620	DANTON DR SW	41-17-11-451-016	2707	DONCASTER AVE SW
41-17-28-453-018	2625	DANTON DR SW	41-17-11-452-012	2708	DONCASTER AVE SW
41-17-28-452-034	2632	DANTON DR SW	41-17-11-452-013	2710	DONCASTER AVE SW

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41-17-11-451-017	2715	DONCASTER AVE SW	41-17-28-477-001	2516	GOLFBURY DR SW
41-17-11-452-014	2718	DONCASTER AVE SW	41-17-28-476-019	2519	GOLFBURY DR SW
41-17-11-451-018	2723	DONCASTER AVE SW	41-17-28-477-010	2524	GOLFBURY DR SW
41-17-11-452-015	2724	DONCASTER AVE SW	41-17-28-476-020	2531	GOLFBURY DR SW
41-17-11-452-016	2738	DONCASTER AVE SW	41-17-28-477-009	2542	GOLFBURY DR SW
41-17-23-302-017	4100	EMMA AVE SW	41-17-28-476-021	2543	GOLFBURY DR SW
41-17-23-302-018	4110	EMMA AVE SW	41-17-28-477-008	2554	GOLFBURY DR SW
41-17-23-303-008	4115	EMMA AVE SW	41-17-28-476-022	2555	GOLFBURY DR SW
41-17-23-302-019	4120	EMMA AVE SW	41-17-28-476-023	2567	GOLFBURY DR SW
41-17-23-303-025	4137	EMMA AVE SW	41-17-28-477-007	2572	GOLFBURY DR SW
41-17-23-303-026	4149	EMMA AVE SW	41-17-28-476-024	2579	GOLFBURY DR SW
41-17-23-303-027	4161	EMMA AVE SW	41-17-28-477-006	2584	GOLFBURY DR SW
41-17-23-303-030	4166	EMMA AVE SW	41-17-28-476-025	2591	GOLFBURY DR SW
41-17-23-303-021	4173	EMMA AVE SW	41-17-28-453-010	2602	GOLFBURY DR SW
41-17-23-303-028	4185	EMMA AVE SW	41-17-28-452-014	2603	GOLFBURY DR SW
41-17-23-303-022	4190	EMMA AVE SW	41-17-28-453-009	2614	GOLFBURY DR SW
41-17-23-303-029	4197	EMMA AVE SW	41-17-28-452-013	2615	GOLFBURY DR SW
41-17-23-303-032	1488	EMMA CT SW	41-17-28-453-008	2626	GOLFBURY DR SW
41-17-23-303-031	1500	EMMA CT SW	41-17-28-452-012	2627	GOLFBURY DR SW
41-17-23-303-037	1501	EMMA CT SW	41-17-28-453-007	2638	GOLFBURY DR SW
41-17-23-303-038	1513	EMMA CT SW	41-17-28-452-011	2639	GOLFBURY DR SW
41-17-28-476-016	5000	GOLFBURY CT SW	41-17-28-453-006	2650	GOLFBURY DR SW
41-17-28-476-015	5012	GOLFBURY CT SW	41-17-28-452-010	2651	GOLFBURY DR SW
41-17-28-476-017	5023	GOLFBURY CT SW	41-17-28-453-005	2662	GOLFBURY DR SW
41-17-28-476-014	5024	GOLFBURY CT SW	41-17-28-452-009	2663	GOLFBURY DR SW
41-17-28-476-013	5036	GOLFBURY CT SW	41-17-28-453-004	2674	GOLFBURY DR SW
41-17-28-476-012	5048	GOLFBURY CT SW	41-17-28-452-008	2675	GOLFBURY DR SW
41-17-28-478-007	2406	GOLFBURY DR SW	41-17-28-453-003	2686	GOLFBURY DR SW
41-17-28-478-008	2411	GOLFBURY DR SW	41-17-28-452-007	2687	GOLFBURY DR SW
41-17-28-478-006	2418	GOLFBURY DR SW	41-17-28-453-002	2698	GOLFBURY DR SW
41-17-28-478-009	2423	GOLFBURY DR SW	41-17-28-452-006	2699	GOLFBURY DR SW
41-17-28-478-005	2430	GOLFBURY DR SW	41-17-28-453-001	2710	GOLFBURY DR SW
41-17-28-478-010	2435	GOLFBURY DR SW	41-17-28-452-005	2711	GOLFBURY DR SW
41-17-28-478-004	2442	GOLFBURY DR SW	41-17-28-452-017	2722	GOLFBURY DR SW
41-17-28-478-011	2453	GOLFBURY DR SW	41-17-28-452-004	2723	GOLFBURY DR SW
41-17-28-478-003	2454	GOLFBURY DR SW	41-17-28-452-016	2734	GOLFBURY DR SW
41-17-28-478-002	2466	GOLFBURY DR SW	41-17-28-452-003	2735	GOLFBURY DR SW
41-17-28-478-012	2471	GOLFBURY DR SW	41-17-28-452-002	2747	GOLFBURY DR SW
41-17-28-478-001	2478	GOLFBURY DR SW	41-17-28-476-005	5011	GOLFTON CT SW
41-17-28-477-004	2486	GOLFBURY DR SW	41-17-28-476-004	5020	GOLFTON CT SW
41-17-28-476-011	2489	GOLFBURY DR SW	41-17-28-476-003	5026	GOLFTON CT SW
41-17-28-477-003	2498	GOLFBURY DR SW	41-17-28-476-006	5027	GOLFTON CT SW
41-17-28-477-002	2510	GOLFBURY DR SW	41-17-28-476-002	5038	GOLFTON CT SW

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41-17-28-476-007	5039	GOLFTON CT SW	41-17-26-156-004	4704	GRENADIER DR SW
41-17-28-476-001	5050	GOLFTON CT SW	41-17-26-156-005	4712	GRENADIER DR SW
41-17-28-478-016	2416	GOLFTON DR SW	41-17-26-154-018	4713	GRENADIER DR SW
41-17-28-478-015	2428	GOLFTON DR SW	41-17-26-156-006	4724	GRENADIER DR SW
41-17-28-476-008	2435	GOLFTON DR SW	41-17-26-154-008	4725	GRENADIER DR SW
41-17-28-478-014	2440	GOLFTON DR SW	41-17-26-156-007	4736	GRENADIER DR SW
41-17-28-476-009	2447	GOLFTON DR SW	41-17-26-154-009	4737	GRENADIER DR SW
41-17-28-478-013	2452	GOLFTON DR SW	41-17-26-156-008	4748	GRENADIER DR SW
41-17-28-476-010	2459	GOLFTON DR SW	41-17-26-154-010	4749	GRENADIER DR SW
41-17-28-477-005	2495	GOLFTON DR SW	41-17-26-156-026	4752	GRENADIER DR SW
41-17-16-476-018	3407	GOODMAN AVE SW	41-17-26-156-027	4764	GRENADIER DR SW
41-17-16-477-001	3408	GOODMAN AVE SW	41-17-26-155-002	4771	GRENADIER DR SW
41-17-16-476-002	3417	GOODMAN AVE SW	41-17-26-156-011	4776	GRENADIER DR SW
41-17-16-477-002	3418	GOODMAN AVE SW	41-17-26-155-005	4787	GRENADIER DR SW
41-17-16-476-003	3427	GOODMAN AVE SW	41-17-26-156-032	4788	GRENADIER DR SW
41-17-16-477-003	3428	GOODMAN AVE SW	41-17-26-305-011	4800	GRENADIER DR SW
41-17-16-475-038	3431	GOODMAN AVE SW	41-17-26-301-008	4801	GRENADIER DR SW
41-17-22-351-015	2327	GREENVIEW DR SW	41-17-26-305-012	4812	GRENADIER DR SW
41-17-22-352-005	2330	GREENVIEW DR SW	41-17-26-301-009	4813	GRENADIER DR SW
41-17-22-351-014	2339	GREENVIEW DR SW	41-17-26-305-013	4824	GRENADIER DR SW
41-17-22-352-004	2344	GREENVIEW DR SW	41-17-26-301-010	4825	GRENADIER DR SW
41-17-22-351-013	2351	GREENVIEW DR SW	41-17-26-305-014	4836	GRENADIER DR SW
41-17-22-352-003	2354	GREENVIEW DR SW	41-17-26-301-011	4837	GRENADIER DR SW
41-17-22-351-012	2363	GREENVIEW DR SW	41-17-26-305-015	4848	GRENADIER DR SW
41-17-22-352-002	2364	GREENVIEW DR SW	41-17-26-301-012	4849	GRENADIER DR SW
41-17-22-351-011	2373	GREENVIEW DR SW	41-17-26-301-013	4855	GRENADIER DR SW
41-17-22-352-001	2386	GREENVIEW DR SW	41-17-26-301-014	4867	GRENADIER DR SW
41-17-26-305-019	1440	GRENADIER CT SW	41-17-26-305-022	4876	GRENADIER DR SW
41-17-26-305-018	1441	GRENADIER CT SW	41-17-26-301-015	4879	GRENADIER DR SW
41-17-26-305-020	1452	GRENADIER CT SW	41-17-26-305-023	4882	GRENADIER DR SW
41-17-26-305-017	1453	GRENADIER CT SW	41-17-26-301-016	4883	GRENADIER DR SW
41-17-26-305-021	1464	GRENADIER CT SW	41-17-26-301-017	4897	GRENADIER DR SW
41-17-26-305-016	1465	GRENADIER CT SW	41-17-25-404-003	4900	HAUGHEY AVE SW
41-17-26-156-012	4622	GRENADIER DR SW	41-17-25-403-042	4901	HAUGHEY AVE SW
41-17-26-154-014	4623	GRENADIER DR SW	41-17-25-404-004	4910	HAUGHEY AVE SW
41-17-26-154-013	4635	GRENADIER DR SW	41-17-25-404-005	4914	HAUGHEY AVE SW
41-17-26-156-024	4646	GRENADIER DR SW	41-17-25-403-043	4915	HAUGHEY AVE SW
41-17-26-156-025	4664	GRENADIER DR SW	41-17-25-404-006	4918	HAUGHEY AVE SW
41-17-26-154-003	4675	GRENADIER DR SW	41-17-25-403-056	4921	HAUGHEY AVE SW
41-17-26-154-004	4687	GRENADIER DR SW	41-17-25-404-007	4924	HAUGHEY AVE SW
41-17-26-156-003	4688	GRENADIER DR SW	41-17-25-404-008	4930	HAUGHEY AVE SW
41-17-26-154-005	4693	GRENADIER DR SW	41-17-25-403-046	4931	HAUGHEY AVE SW
41-17-26-154-017	4701	GRENADIER DR SW	41-17-25-404-009	4938	HAUGHEY AVE SW

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41-17-25-403-047	4941	HAUGHEY AVE SW	41-17-26-157-003	4706	HAVANA AVE SW
41-17-25-404-010	4944	HAUGHEY AVE SW	41-17-26-156-016	4725	HAVANA AVE SW
41-17-25-403-048	4947	HAUGHEY AVE SW	41-17-26-157-004	4728	HAVANA AVE SW
41-17-25-404-030	4962	HAUGHEY AVE SW	41-17-26-156-028	4731	HAVANA AVE SW
41-17-25-476-022	5020	HAUGHEY AVE SW	41-17-26-157-005	4734	HAVANA AVE SW
41-17-25-453-015	5021	HAUGHEY AVE SW	41-17-26-156-029	4737	HAVANA AVE SW
41-17-25-453-016	5023	HAUGHEY AVE SW	41-17-26-157-006	4746	HAVANA AVE SW
41-17-25-453-017	5029	HAUGHEY AVE SW	41-17-26-156-023	4749	HAVANA AVE SW
41-17-25-453-018	5035	HAUGHEY AVE SW	41-17-26-156-020	4765	HAVANA AVE SW
41-17-25-453-019	5039	HAUGHEY AVE SW	41-17-26-156-021	4779	HAVANA AVE SW
41-17-25-453-021	5055	HAUGHEY AVE SW	41-17-26-157-012	4786	HAVANA AVE SW
41-17-25-453-022	5063	HAUGHEY AVE SW	41-17-26-156-030	4795	HAVANA AVE SW
41-17-25-476-007	5080	HAUGHEY AVE SW	41-17-26-157-013	4798	HAVANA AVE SW
41-17-25-455-012	5103	HAUGHEY AVE SW	41-17-26-156-031	4801	HAVANA AVE SW
41-17-25-455-029	5109	HAUGHEY AVE SW	41-17-26-157-014	4806	HAVANA AVE SW
41-17-25-476-009	5110	HAUGHEY AVE SW	41-17-26-305-001	4813	HAVANA AVE SW
41-17-25-455-015	5115	HAUGHEY AVE SW	41-17-26-304-018	4818	HAVANA AVE SW
41-17-25-476-010	5120	HAUGHEY AVE SW	41-17-26-304-019	4822	HAVANA AVE SW
41-17-25-455-016	5121	HAUGHEY AVE SW	41-17-26-305-002	4825	HAVANA AVE SW
41-17-25-455-017	5129	HAUGHEY AVE SW	41-17-26-304-008	4834	HAVANA AVE SW
41-17-25-455-025	5135	HAUGHEY AVE SW	41-17-26-305-003	4837	HAVANA AVE SW
41-17-25-476-012	5140	HAUGHEY AVE SW	41-17-26-305-004	4845	HAVANA AVE SW
41-17-25-455-026	5143	HAUGHEY AVE SW	41-17-26-304-009	4846	HAVANA AVE SW
41-17-25-455-020	5149	HAUGHEY AVE SW	41-17-26-305-005	4857	HAVANA AVE SW
41-17-25-455-021	5169	HAUGHEY AVE SW	41-17-26-304-010	4858	HAVANA AVE SW
41-17-25-455-022	5179	HAUGHEY AVE SW	41-17-26-305-006	4869	HAVANA AVE SW
41-17-25-455-028	5189	HAUGHEY AVE SW	41-17-26-304-011	4870	HAVANA AVE SW
41-17-23-353-001	4210	HAVANA AVE SW	41-17-26-305-007	4881	HAVANA AVE SW
41-17-23-353-002	4220	HAVANA AVE SW	41-17-26-304-012	4882	HAVANA AVE SW
41-17-23-353-003	4230	HAVANA AVE SW	41-17-26-305-008	4893	HAVANA AVE SW
41-17-23-353-004	4240	HAVANA AVE SW	41-17-26-304-013	4894	HAVANA AVE SW
41-17-23-353-005	4250	HAVANA AVE SW	41-17-26-305-009	4905	HAVANA AVE SW
41-17-23-353-006	4258	HAVANA AVE SW	41-17-26-304-020	4906	HAVANA AVE SW
41-17-23-353-007	4268	HAVANA AVE SW	41-17-26-305-010	4911	HAVANA AVE SW
41-17-23-353-011	4276	HAVANA AVE SW	41-17-26-304-022	4928	HAVANA AVE SW
41-17-23-353-012	4286	HAVANA AVE SW	41-17-26-304-016	4934	HAVANA AVE SW
41-17-23-353-010	4296	HAVANA AVE SW	41-17-26-302-016	4941	HAVANA AVE SW
41-17-26-154-019	4664	HAVANA AVE SW	41-17-26-304-017	4956	HAVANA AVE SW
41-17-26-156-013	4665	HAVANA AVE SW	41-17-26-302-015	4959	HAVANA AVE SW
41-17-26-156-014	4677	HAVANA AVE SW	41-17-26-304-001	4960	HAVANA AVE SW
41-17-26-157-011	4678	HAVANA AVE SW	41-17-26-304-002	4976	HAVANA AVE SW
41-17-26-157-002	4682	HAVANA AVE SW	41-17-26-303-015	4991	HAVANA AVE SW
41-17-26-156-015	4699	HAVANA AVE SW	41-17-26-304-003	4994	HAVANA AVE SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 23-814

41-17-26-370-001	5002	HAVANA AVE SW	41-17-25-403-018	240	HOLLY ST SW
41-17-26-303-016	5003	HAVANA AVE SW	41-17-25-402-046	245	HOLLY ST SW
41-17-26-370-002	5012	HAVANA AVE SW	41-17-25-403-017	246	HOLLY ST SW
41-17-23-326-009	4103	HERON AVE SW	41-17-25-403-016	248	HOLLY ST SW
41-17-23-326-010	4113	HERON AVE SW	41-17-25-402-045	249	HOLLY ST SW
41-17-23-326-011	4123	HERON AVE SW	41-17-25-403-015	254	HOLLY ST SW
41-17-23-326-012	4133	HERON AVE SW	41-17-25-402-044	255	HOLLY ST SW
41-17-23-326-013	4139	HERON AVE SW	41-17-25-402-043	259	HOLLY ST SW
41-17-23-326-014	4149	HERON AVE SW	41-17-25-403-055	260	HOLLY ST SW
41-17-23-326-015	4159	HERON AVE SW	41-17-25-402-042	301	HOLLY ST SW
41-17-23-326-016	4169	HERON AVE SW	41-17-25-403-012	306	HOLLY ST SW
41-17-23-326-017	4181	HERON AVE SW	41-17-25-402-041	307	HOLLY ST SW
41-17-23-326-018	4191	HERON AVE SW	41-17-25-403-011	310	HOLLY ST SW
41-17-22-352-013	2301	HOLLIDAY DR SW	41-17-25-402-040	311	HOLLY ST SW
41-17-22-352-012	2315	HOLLIDAY DR SW	41-17-25-403-010	314	HOLLY ST SW
41-17-22-354-054	2320	HOLLIDAY DR SW	41-17-25-403-009	318	HOLLY ST SW
41-17-22-352-011	2323	HOLLIDAY DR SW	41-17-25-402-062	319	HOLLY ST SW
41-17-22-354-053	2326	HOLLIDAY DR SW	41-17-25-403-058	326	HOLLY ST SW
41-17-22-352-010	2329	HOLLIDAY DR SW	41-17-25-402-037	327	HOLLY ST SW
41-17-22-354-067	2334	HOLLIDAY DR SW	41-17-25-403-057	334	HOLLY ST SW
41-17-22-352-009	2335	HOLLIDAY DR SW	41-17-25-402-036	335	HOLLY ST SW
41-17-22-352-008	2343	HOLLIDAY DR SW	41-17-25-402-035	341	HOLLY ST SW
41-17-22-354-002	2346	HOLLIDAY DR SW	41-17-25-403-007	342	HOLLY ST SW
41-17-22-352-007	2349	HOLLIDAY DR SW	41-17-25-402-034	349	HOLLY ST SW
41-17-22-354-058	2356	HOLLIDAY DR SW	41-17-25-402-033	355	HOLLY ST SW
41-17-25-428-004	65	HOLLY ST SW	41-17-25-402-032	361	HOLLY ST SW
41-17-25-428-003	127	HOLLY ST SW	41-17-25-402-027	152	JEAN ST SW
41-17-25-402-058	137	HOLLY ST SW	41-17-25-402-026	156	JEAN ST SW
41-17-25-402-057	141	HOLLY ST SW	41-17-25-402-025	160	JEAN ST SW
41-17-25-402-056	145	HOLLY ST SW	41-17-25-402-024	200	JEAN ST SW
41-17-25-402-055	149	HOLLY ST SW	41-17-25-402-023	206	JEAN ST SW
41-17-25-402-054	163	HOLLY ST SW	41-17-25-402-022	212	JEAN ST SW
41-17-25-402-053	205	HOLLY ST SW	41-17-25-402-021	218	JEAN ST SW
41-17-25-404-012	210	HOLLY ST SW	41-17-25-402-020	222	JEAN ST SW
41-17-25-404-002	220	HOLLY ST SW	41-17-25-402-019	226	JEAN ST SW
41-17-25-402-063	221	HOLLY ST SW	41-17-25-402-018	228	JEAN ST SW
41-17-25-404-001	224	HOLLY ST SW	41-17-25-402-017	230	JEAN ST SW
41-17-25-402-050	227	HOLLY ST SW	41-17-25-402-016	234	JEAN ST SW
41-17-25-403-020	228	HOLLY ST SW	41-17-25-402-015	236	JEAN ST SW
41-17-25-402-049	229	HOLLY ST SW	41-17-25-402-014	240	JEAN ST SW
41-17-25-403-019	234	HOLLY ST SW	41-17-25-402-013	244	JEAN ST SW
41-17-25-402-048	237	HOLLY ST SW	41-17-25-402-060	248	JEAN ST SW
41-17-25-402-047	239	HOLLY ST SW	41-17-25-402-059	250	JEAN ST SW

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41-17-25-402-011	252	JEAN ST SW	41-17-21-276-017	3853	LLEWELLYN CT SW
41-17-25-402-010	260	JEAN ST SW	41-17-21-276-023	3856	LLEWELLYN CT SW
41-17-25-402-009	316	JEAN ST SW	41-17-21-276-018	3859	LLEWELLYN CT SW
41-17-25-402-008	324	JEAN ST SW	41-17-11-403-022	1013	LOCKSLEY DR SW
41-17-25-402-007	328	JEAN ST SW	41-17-11-404-004	1020	LOCKSLEY DR SW
41-17-25-402-006	334	JEAN ST SW	41-17-11-403-021	1021	LOCKSLEY DR SW
41-17-25-402-005	340	JEAN ST SW	41-17-11-403-020	1025	LOCKSLEY DR SW
41-17-25-402-061	352	JEAN ST SW	41-17-11-403-019	1029	LOCKSLEY DR SW
41-17-25-402-002	356	JEAN ST SW	41-17-11-404-003	1030	LOCKSLEY DR SW
41-17-11-476-005	2706	JENKINS AVE SW	41-17-11-403-018	1035	LOCKSLEY DR SW
41-17-11-476-006	2710	JENKINS AVE SW	41-17-11-404-002	1040	LOCKSLEY DR SW
41-17-11-453-033	2753	JENKINS AVE SW	41-17-11-403-017	1041	LOCKSLEY DR SW
41-17-25-403-034	4901	KAREN AVE SW	41-17-11-403-016	1047	LOCKSLEY DR SW
41-17-25-403-035	4904	KAREN AVE SW	41-17-11-404-001	1050	LOCKSLEY DR SW
41-17-25-403-023	4905	KAREN AVE SW	41-17-11-402-044	1101	LOCKSLEY DR SW
41-17-25-403-036	4910	KAREN AVE SW	41-17-11-452-002	1106	LOCKSLEY DR SW
41-17-25-403-024	4911	KAREN AVE SW	41-17-11-402-043	1107	LOCKSLEY DR SW
41-17-25-403-037	4918	KAREN AVE SW	41-17-11-402-042	1113	LOCKSLEY DR SW
41-17-25-403-025	4919	KAREN AVE SW	41-17-11-452-001	1116	LOCKSLEY DR SW
41-17-25-403-038	4924	KAREN AVE SW	41-17-11-402-041	1117	LOCKSLEY DR SW
41-17-25-403-026	4925	KAREN AVE SW	41-17-11-402-040	1123	LOCKSLEY DR SW
41-17-25-403-039	4932	KAREN AVE SW	41-17-11-402-039	1129	LOCKSLEY DR SW
41-17-25-403-027	4933	KAREN AVE SW	41-17-11-402-038	1131	LOCKSLEY DR SW
41-17-25-403-040	4938	KAREN AVE SW	41-17-11-451-005	1134	LOCKSLEY DR SW
41-17-25-403-028	4939	KAREN AVE SW	41-17-11-402-037	1135	LOCKSLEY DR SW
41-17-25-403-029	4945	KAREN AVE SW	41-17-11-402-036	1141	LOCKSLEY DR SW
41-17-25-403-041	4946	KAREN AVE SW	41-17-11-451-004	1142	LOCKSLEY DR SW
41-17-16-426-022	2410	KENTFIELD ST SW	41-17-11-451-003	1146	LOCKSLEY DR SW
41-17-28-244-005	2459	KNOLLVIEW ST SW	41-17-11-402-035	1149	LOCKSLEY DR SW
41-17-28-244-006	2463	KNOLLVIEW ST SW	41-17-11-451-002	1152	LOCKSLEY DR SW
41-17-28-244-007	2475	KNOLLVIEW ST SW	41-17-11-402-034	1159	LOCKSLEY DR SW
41-17-28-244-008	2487	KNOLLVIEW ST SW	41-17-11-477-027	2643	LONGFELLOW AVE SW
41-17-28-244-009	2499	KNOLLVIEW ST SW	41-17-11-477-029	2645	LONGFELLOW AVE SW
41-17-28-244-010	2503	KNOLLVIEW ST SW	41-17-11-477-030	2647	LONGFELLOW AVE SW
41-17-28-244-011	2511	KNOLLVIEW ST SW	41-17-11-477-019	2655	LONGFELLOW AVE SW
41-17-28-244-012	2525	KNOLLVIEW ST SW	41-17-11-477-035	2661	LONGFELLOW AVE SW
41-17-28-244-013	2537	KNOLLVIEW ST SW	41-17-11-477-034	2665	LONGFELLOW AVE SW
41-17-28-244-014	2549	KNOLLVIEW ST SW	41-17-11-477-031	2675	LONGFELLOW AVE SW
41-17-28-244-015	2553	KNOLLVIEW ST SW	41-17-11-478-032	2680	LONGFELLOW AVE SW
41-17-21-276-058	3830	LLEWELLYN CT SW	41-17-11-478-006	2700	LONGFELLOW AVE SW
41-17-21-276-069	3836	LLEWELLYN CT SW	41-17-23-352-009	1434	MAPLELAWN ST SW
41-17-21-276-022	3842	LLEWELLYN CT SW	41-17-23-351-013	1435	MAPLELAWN ST SW
41-17-21-276-042	3845	LLEWELLYN CT SW	41-17-23-352-008	1444	MAPLELAWN ST SW

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41-17-23-351-012	1445	MAPLELAWN ST SW	41-17-13-301-030	3245	MC KEE AVE SW
41-17-23-352-007	1452	MAPLELAWN ST SW	41-17-13-302-008	3252	MC KEE AVE SW
41-17-23-351-011	1455	MAPLELAWN ST SW	41-17-13-301-031	3253	MC KEE AVE SW
41-17-23-352-006	1462	MAPLELAWN ST SW	41-17-13-302-009	3260	MC KEE AVE SW
41-17-23-351-010	1465	MAPLELAWN ST SW	41-17-13-301-032	3261	MC KEE AVE SW
41-17-23-352-005	1472	MAPLELAWN ST SW	41-17-13-302-010	3300	MC KEE AVE SW
41-17-23-351-009	1477	MAPLELAWN ST SW	41-17-13-301-033	3303	MC KEE AVE SW
41-17-23-352-004	1480	MAPLELAWN ST SW	41-17-13-302-011	3308	MC KEE AVE SW
41-17-23-351-008	1487	MAPLELAWN ST SW	41-17-13-301-034	3309	MC KEE AVE SW
41-17-23-352-003	1490	MAPLELAWN ST SW	41-17-13-302-012	3316	MC KEE AVE SW
41-17-23-352-002	1500	MAPLELAWN ST SW	41-17-13-301-035	3317	MC KEE AVE SW
41-17-23-351-007	1501	MAPLELAWN ST SW	41-17-13-302-013	3324	MC KEE AVE SW
41-17-23-351-006	1511	MAPLELAWN ST SW	41-17-13-301-036	3325	MC KEE AVE SW
41-17-23-351-005	1521	MAPLELAWN ST SW	41-17-13-302-014	3332	MC KEE AVE SW
41-17-23-351-004	1531	MAPLELAWN ST SW	41-17-13-301-037	3333	MC KEE AVE SW
41-17-23-354-006	1538	MAPLELAWN ST SW	41-17-13-302-015	3340	MC KEE AVE SW
41-17-23-351-003	1543	MAPLELAWN ST SW	41-17-13-301-038	3341	MC KEE AVE SW
41-17-23-354-003	1560	MAPLELAWN ST SW	41-17-13-302-016	3348	MC KEE AVE SW
41-17-23-351-002	1565	MAPLELAWN ST SW	41-17-13-301-039	3349	MC KEE AVE SW
41-17-23-354-041	1570	MAPLELAWN ST SW	41-17-13-302-017	3356	MC KEE AVE SW
41-17-23-351-018	1577	MAPLELAWN ST SW	41-17-13-301-040	3357	MC KEE AVE SW
41-17-23-354-034	1580	MAPLELAWN ST SW	41-17-13-302-018	3400	MC KEE AVE SW
41-17-23-351-017	1589	MAPLELAWN ST SW	41-17-13-301-041	3403	MC KEE AVE SW
41-17-23-354-039	1590	MAPLELAWN ST SW	41-17-13-302-019	3408	MC KEE AVE SW
41-17-28-227-021	2435	MARILYN ST SW	41-17-13-301-042	3411	MC KEE AVE SW
41-17-28-227-028	2444	MARILYN ST SW	41-17-13-302-020	3416	MC KEE AVE SW
41-17-28-227-020	2445	MARILYN ST SW	41-17-13-302-021	3424	MC KEE AVE SW
41-17-28-227-027	2450	MARILYN ST SW	41-17-13-301-043	3425	MC KEE AVE SW
41-17-28-227-019	2451	MARILYN ST SW	41-17-11-402-014	2526	MICHAEL AVE SW
41-17-28-227-026	2456	MARILYN ST SW	41-17-11-402-015	2532	MICHAEL AVE SW
41-17-28-227-018	2457	MARILYN ST SW	41-17-11-402-016	2538	MICHAEL AVE SW
41-17-28-227-025	2462	MARILYN ST SW	41-17-11-402-017	2544	MICHAEL AVE SW
41-17-28-227-024	2504	MARILYN ST SW	41-17-11-402-018	2552	MICHAEL AVE SW
41-17-28-227-017	2505	MARILYN ST SW	41-17-11-403-012	2508	NEWSTEAD AVE SW
41-17-28-227-023	2510	MARILYN ST SW	41-17-11-402-031	2511	NEWSTEAD AVE SW
41-17-28-227-022	2516	MARILYN ST SW	41-17-11-403-013	2516	NEWSTEAD AVE SW
41-17-13-302-004	3220	MC KEE AVE SW	41-17-11-402-032	2517	NEWSTEAD AVE SW
41-17-13-301-027	3221	MC KEE AVE SW	41-17-11-402-045	2541	NEWSTEAD AVE SW
41-17-13-302-005	3228	MC KEE AVE SW	41-17-11-403-015	2542	NEWSTEAD AVE SW
41-17-13-301-028	3229	MC KEE AVE SW	41-17-11-452-003	2561	NEWSTEAD AVE SW
41-17-13-302-006	3236	MC KEE AVE SW	41-17-11-404-007	2562	NEWSTEAD AVE SW
41-17-13-301-029	3237	MC KEE AVE SW	41-17-11-452-018	2607	NEWSTEAD AVE SW
41-17-13-302-007	3244	MC KEE AVE SW	41-17-11-452-019	2615	NEWSTEAD AVE SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 23-814

41-17-11-452-020	2621	NEWSTEAD AVE SW	41-17-26-151-017	1550	PINNACLE EAST SW
41-17-11-452-021	2627	NEWSTEAD AVE SW	41-17-26-151-016	1560	PINNACLE EAST SW
41-17-11-453-002	2632	NEWSTEAD AVE SW	41-17-26-151-015	1570	PINNACLE EAST SW
41-17-11-452-022	2633	NEWSTEAD AVE SW	41-17-26-151-014	1580	PINNACLE EAST SW
41-17-11-453-003	2638	NEWSTEAD AVE SW	41-17-26-151-013	1590	PINNACLE EAST SW
41-17-11-452-023	2639	NEWSTEAD AVE SW	41-17-11-477-006	2608	POE AVE SW
41-17-11-453-004	2644	NEWSTEAD AVE SW	41-17-11-476-014	2609	POE AVE SW
41-17-11-452-024	2645	NEWSTEAD AVE SW	41-17-11-477-007	2614	POE AVE SW
41-17-11-453-005	2650	NEWSTEAD AVE SW	41-17-11-477-008	2620	POE AVE SW
41-17-11-452-025	2651	NEWSTEAD AVE SW	41-17-11-476-015	2621	POE AVE SW
41-17-11-453-006	2656	NEWSTEAD AVE SW	41-17-11-477-009	2626	POE AVE SW
41-17-11-452-026	2657	NEWSTEAD AVE SW	41-17-11-477-010	2632	POE AVE SW
41-17-11-453-007	2662	NEWSTEAD AVE SW	41-17-11-476-016	2633	POE AVE SW
41-17-11-452-027	2663	NEWSTEAD AVE SW	41-17-11-476-041	2635	POE AVE SW
41-17-11-453-008	2702	NEWSTEAD AVE SW	41-17-11-477-011	2638	POE AVE SW
41-17-11-452-028	2703	NEWSTEAD AVE SW	41-17-11-476-042	2643	POE AVE SW
41-17-11-453-009	2708	NEWSTEAD AVE SW	41-17-11-477-012	2650	POE AVE SW
41-17-11-452-029	2709	NEWSTEAD AVE SW	41-17-11-476-019	2655	POE AVE SW
41-17-11-453-010	2714	NEWSTEAD AVE SW	41-17-11-478-001	2653	RILEY AVE SW
41-17-11-452-030	2715	NEWSTEAD AVE SW	41-17-11-478-002	2655	RILEY AVE SW
41-17-11-453-011	2720	NEWSTEAD AVE SW	41-17-11-478-031	2659	RILEY AVE SW
41-17-11-452-031	2721	NEWSTEAD AVE SW	41-17-11-478-010	2663	RILEY AVE SW
41-17-11-453-012	2728	NEWSTEAD AVE SW	41-17-11-478-011	2703	RILEY AVE SW
41-17-11-452-032	2729	NEWSTEAD AVE SW	41-17-11-478-012	2711	RILEY AVE SW
41-17-11-453-013	2732	NEWSTEAD AVE SW	41-17-11-478-013	2717	RILEY AVE SW
41-17-11-452-033	2733	NEWSTEAD AVE SW	41-17-11-478-014	2733	RILEY AVE SW
41-17-11-453-014	2736	NEWSTEAD AVE SW	41-17-11-478-024	2741	RILEY AVE SW
41-17-11-452-034	2737	NEWSTEAD AVE SW	41-17-11-403-023	2531	ROGERS LANE AVE SW
41-17-28-425-020	2442	OAKVIEW DR SW	41-17-26-153-003	1542	SENTINAL ST SW
41-17-28-425-019	2452	OAKVIEW DR SW	41-17-26-153-002	1564	SENTINAL ST SW
41-17-28-425-018	2462	OAKVIEW DR SW	41-17-28-227-009	2428	SHERRY ST SW
41-17-28-425-017	2472	OAKVIEW DR SW	41-17-28-227-008	2429	SHERRY ST SW
41-17-28-425-016	2482	OAKVIEW DR SW	41-17-28-227-010	2434	SHERRY ST SW
41-17-28-425-015	2492	OAKVIEW DR SW	41-17-28-227-007	2435	SHERRY ST SW
41-17-28-425-013	2522	OAKVIEW DR SW	41-17-28-227-011	2444	SHERRY ST SW
41-17-28-425-012	2532	OAKVIEW DR SW	41-17-28-227-006	2445	SHERRY ST SW
41-17-28-425-011	2542	OAKVIEW DR SW	41-17-28-227-012	2450	SHERRY ST SW
41-17-28-425-009	2562	OAKVIEW DR SW	41-17-28-227-005	2451	SHERRY ST SW
41-17-28-425-008	2572	OAKVIEW DR SW	41-17-28-227-004	2457	SHERRY ST SW
41-17-28-425-014	2512	OAKVIEW ST SW	41-17-28-227-013	2462	SHERRY ST SW
41-17-28-425-010	2552	OAKVIEW ST SW	41-17-28-227-003	2463	SHERRY ST SW
41-17-26-151-019	1530	PINNACLE EAST SW	41-17-28-227-014	2504	SHERRY ST SW
41-17-26-151-018	1540	PINNACLE EAST SW	41-17-28-227-002	2505	SHERRY ST SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 23-814

41-17-23-354-019	1434	SOUTHLAWN DR SW	41-17-26-302-024	1488	TRENTWOOD ST SW
41-17-23-352-018	1435	SOUTHLAWN DR SW	41-17-26-305-025	1497	TRENTWOOD ST SW
41-17-23-354-018	1444	SOUTHLAWN DR SW	41-17-26-302-023	1500	TRENTWOOD ST SW
41-17-23-352-017	1445	SOUTHLAWN DR SW	41-17-26-305-024	1501	TRENTWOOD ST SW
41-17-23-354-017	1452	SOUTHLAWN DR SW	41-17-26-302-022	1512	TRENTWOOD ST SW
41-17-23-352-016	1453	SOUTHLAWN DR SW	41-17-26-302-021	1524	TRENTWOOD ST SW
41-17-23-354-016	1462	SOUTHLAWN DR SW	41-17-26-302-020	1536	TRENTWOOD ST SW
41-17-23-352-015	1463	SOUTHLAWN DR SW	41-17-26-302-019	1548	TRENTWOOD ST SW
41-17-23-354-015	1472	SOUTHLAWN DR SW	41-17-26-301-018	1549	TRENTWOOD ST SW
41-17-23-352-014	1473	SOUTHLAWN DR SW	41-17-26-302-018	1556	TRENTWOOD ST SW
41-17-23-354-014	1480	SOUTHLAWN DR SW	41-17-26-301-019	1557	TRENTWOOD ST SW
41-17-23-352-013	1481	SOUTHLAWN DR SW	41-17-26-302-017	1562	TRENTWOOD ST SW
41-17-23-354-013	1490	SOUTHLAWN DR SW	41-17-28-425-023	4803	VALLEYRIDGE AVE SW
41-17-23-352-012	1491	SOUTHLAWN DR SW	41-17-28-425-024	4813	VALLEYRIDGE AVE SW
41-17-23-354-012	1500	SOUTHLAWN DR SW	41-17-28-425-003	4823	VALLEYRIDGE AVE SW
41-17-23-352-011	1501	SOUTHLAWN DR SW	41-17-28-425-004	4833	VALLEYRIDGE AVE SW
41-17-23-354-011	1510	SOUTHLAWN DR SW	41-17-28-425-005	4843	VALLEYRIDGE AVE SW
41-17-23-354-010	1516	SOUTHLAWN DR SW	41-17-28-425-006	4853	VALLEYRIDGE AVE SW
41-17-23-354-009	1524	SOUTHLAWN DR SW	41-17-28-425-007	4863	VALLEYRIDGE AVE SW
41-17-23-354-008	1534	SOUTHLAWN DR SW	41-17-25-402-028	4821	WALTON AVE SW
41-17-23-352-010	1541	SOUTHLAWN DR SW	41-17-25-428-001	4822	WALTON AVE SW
41-17-23-354-007	1544	SOUTHLAWN DR SW	41-17-25-402-029	4825	WALTON AVE SW
41-17-23-352-001	1557	SOUTHLAWN DR SW	41-17-25-402-030	4827	WALTON AVE SW
41-17-21-278-051	3820	TIOGA DR SW	41-17-25-428-002	4830	WALTON AVE SW
41-17-21-276-073	3821	TIOGA DR SW	41-17-25-431-001	4844	WALTON AVE SW
41-17-21-278-052	3830	TIOGA DR SW	41-17-25-430-016	4845	WALTON AVE SW
41-17-21-276-074	3833	TIOGA DR SW	41-17-25-431-002	4848	WALTON AVE SW
41-17-21-278-028	3836	TIOGA DR SW	41-17-25-430-032	4853	WALTON AVE SW
41-17-21-278-006	3858	TIOGA DR SW	41-17-25-431-003	4854	WALTON AVE SW
41-17-21-276-071	3859	TIOGA DR SW	41-17-25-430-019	4857	WALTON AVE SW
41-17-21-278-007	3860	TIOGA DR SW	41-17-25-431-004	4858	WALTON AVE SW
41-17-21-276-072	3863	TIOGA DR SW	41-17-25-430-020	4861	WALTON AVE SW
41-17-21-278-042	3872	TIOGA DR SW	41-17-25-431-005	4862	WALTON AVE SW
41-17-21-278-009	3884	TIOGA DR SW	41-17-25-431-006	4900	WALTON AVE SW
41-17-21-276-066	3885	TIOGA DR SW	41-17-25-430-021	4901	WALTON AVE SW
41-17-21-278-016	3904	TIOGA DR SW	41-17-25-431-007	4904	WALTON AVE SW
41-17-21-276-068	3907	TIOGA DR SW	41-17-25-430-022	4905	WALTON AVE SW
41-17-26-302-027	1452	TRENTWOOD ST SW	41-17-25-431-008	4910	WALTON AVE SW
41-17-26-305-028	1461	TRENTWOOD ST SW	41-17-25-430-023	4911	WALTON AVE SW
41-17-26-302-026	1464	TRENTWOOD ST SW	41-17-25-430-024	4919	WALTON AVE SW
41-17-26-305-027	1473	TRENTWOOD ST SW	41-17-25-431-009	4920	WALTON AVE SW
41-17-26-302-025	1476	TRENTWOOD ST SW	41-17-25-430-025	4921	WALTON AVE SW
41-17-26-305-026	1485	TRENTWOOD ST SW	41-17-25-431-010	4928	WALTON AVE SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 23-814

41-17-25-431-011	4936	WALTON AVE SW	41-17-16-479-003	3426	WILEX AVE SW
41-17-25-430-026	4937	WALTON AVE SW	41-17-26-352-001	1471	WOODHILL CT SW
41-17-25-431-012	4938	WALTON AVE SW	41-17-26-352-002	1481	WOODHILL CT SW
41-17-25-430-027	4939	WALTON AVE SW	41-17-26-352-003	1491	WOODHILL CT SW
41-17-25-431-013	4942	WALTON AVE SW	41-17-26-352-004	1501	WOODHILL CT SW
41-17-25-430-028	4947	WALTON AVE SW	41-17-26-352-005	1511	WOODHILL CT SW
41-17-25-431-014	4948	WALTON AVE SW	41-17-26-352-006	1521	WOODHILL CT SW
41-17-25-430-029	4951	WALTON AVE SW	41-17-26-352-007	1531	WOODHILL CT SW
41-17-25-431-015	4952	WALTON AVE SW	41-17-26-352-008	1541	WOODHILL CT SW
41-17-25-430-030	4955	WALTON AVE SW	41-17-26-352-026	1551	WOODHILL CT SW
41-17-21-276-005	2552	WEDGEWOOD CT SW	41-17-26-352-027	1561	WOODHILL CT SW
41-17-21-276-003	2561	WEDGEWOOD CT SW	41-17-26-352-011	1571	WOODHILL CT SW
41-17-21-276-039	2562	WEDGEWOOD CT SW	41-17-26-352-012	1581	WOODHILL CT SW
41-17-21-276-007	2606	WEDGEWOOD CT SW	41-17-13-304-001	3200	WOODWARD AVE SW
41-17-21-252-005	3809	WEDGEWOOD DR SW	41-17-13-304-002	3210	WOODWARD AVE SW
41-17-21-276-001	3814	WEDGEWOOD DR SW	41-17-13-303-038	3211	WOODWARD AVE SW
41-17-21-276-002	3826	WEDGEWOOD DR SW	41-17-13-303-018	3215	WOODWARD AVE SW
41-17-21-252-007	3833	WEDGEWOOD DR SW	41-17-13-304-003	3218	WOODWARD AVE SW
41-17-21-252-009	3849	WEDGEWOOD DR SW	41-17-13-304-004	3232	WOODWARD AVE SW
41-17-21-276-008	3854	WEDGEWOOD DR SW	41-17-13-303-041	3239	WOODWARD AVE SW
41-17-21-276-009	3916	WEDGEWOOD DR SW	41-17-13-304-036	3250	WOODWARD AVE SW
41-17-21-276-040	3926	WEDGEWOOD DR SW	41-17-13-304-037	3254	WOODWARD AVE SW
41-17-21-276-011	3936	WEDGEWOOD DR SW	41-17-13-303-042	3255	WOODWARD AVE SW
41-17-21-276-012	3942	WEDGEWOOD DR SW	41-17-13-304-038	3260	WOODWARD AVE SW
41-17-21-276-013	3948	WEDGEWOOD DR SW	41-17-13-303-043	3261	WOODWARD AVE SW
41-17-21-277-005	3963	WEDGEWOOD DR SW	41-17-13-304-039	3272	WOODWARD AVE SW
41-17-21-277-004	3969	WEDGEWOOD DR SW	41-17-13-303-022	3277	WOODWARD AVE SW
41-17-21-276-019	3974	WEDGEWOOD DR SW	41-17-13-304-040	3284	WOODWARD AVE SW
41-17-21-277-016	3975	WEDGEWOOD DR SW	41-17-13-304-049	3300	WOODWARD AVE SW
41-17-21-277-002	3981	WEDGEWOOD DR SW	41-17-13-304-044	3304	WOODWARD AVE SW
41-17-21-277-001	3987	WEDGEWOOD DR SW	41-17-13-304-045	3308	WOODWARD AVE SW
41-17-21-276-048	3993	WEDGEWOOD DR SW	41-17-13-303-027	3313	WOODWARD AVE SW
41-17-21-276-043	4010	WEDGEWOOD DR SW	41-17-13-304-051	3316	WOODWARD AVE SW
41-17-21-276-051	4011	WEDGEWOOD DR SW	41-17-13-304-052	3320	WOODWARD AVE SW
41-17-21-276-044	4016	WEDGEWOOD DR SW	41-17-13-303-028	3321	WOODWARD AVE SW
41-17-21-276-052	4017	WEDGEWOOD DR SW	41-17-13-303-039	3327	WOODWARD AVE SW
41-17-21-276-064	4023	WEDGEWOOD DR SW	41-17-13-304-047	3330	WOODWARD AVE SW
41-17-21-276-070	4028	WEDGEWOOD DR SW	41-17-13-303-040	3335	WOODWARD AVE SW
41-17-16-478-012	3405	WILEX AVE SW	41-17-13-304-048	3336	WOODWARD AVE SW
41-17-16-479-001	3406	WILEX AVE SW	41-17-13-303-049	3345	WOODWARD AVE SW
41-17-16-478-037	3415	WILEX AVE SW	41-17-13-303-050	3349	WOODWARD AVE SW
41-17-16-479-002	3416	WILEX AVE SW	41-17-13-303-051	3353	WOODWARD AVE SW
41-17-16-478-038	3425	WILEX AVE SW			

March 7, 2023

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

Dear Property owner/occupant:

**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 **\$28.00** per residential lot (one-half acre or less). This amount would be added on the 2023 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 23-814. 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, March 20, 2023, 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), or 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

community • safety • stewardship

CITY COUNCIL

Robert Arnoys   Tommy Brann   Sheldon DeKryger   Renee Hill   Marissa Postler   Robert Postema  
**Kent Vanderwood, 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 23-815

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 2023 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 23-815.
3. The City Council will hold a public hearing during its regular meeting of Monday, **March 20, 2023, 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 6, 2023.

---

Kelli A. VandenBerg, Wyoming City Clerk

**ATTACHMENTS:**

Exhibit A – Aerial Spray Map

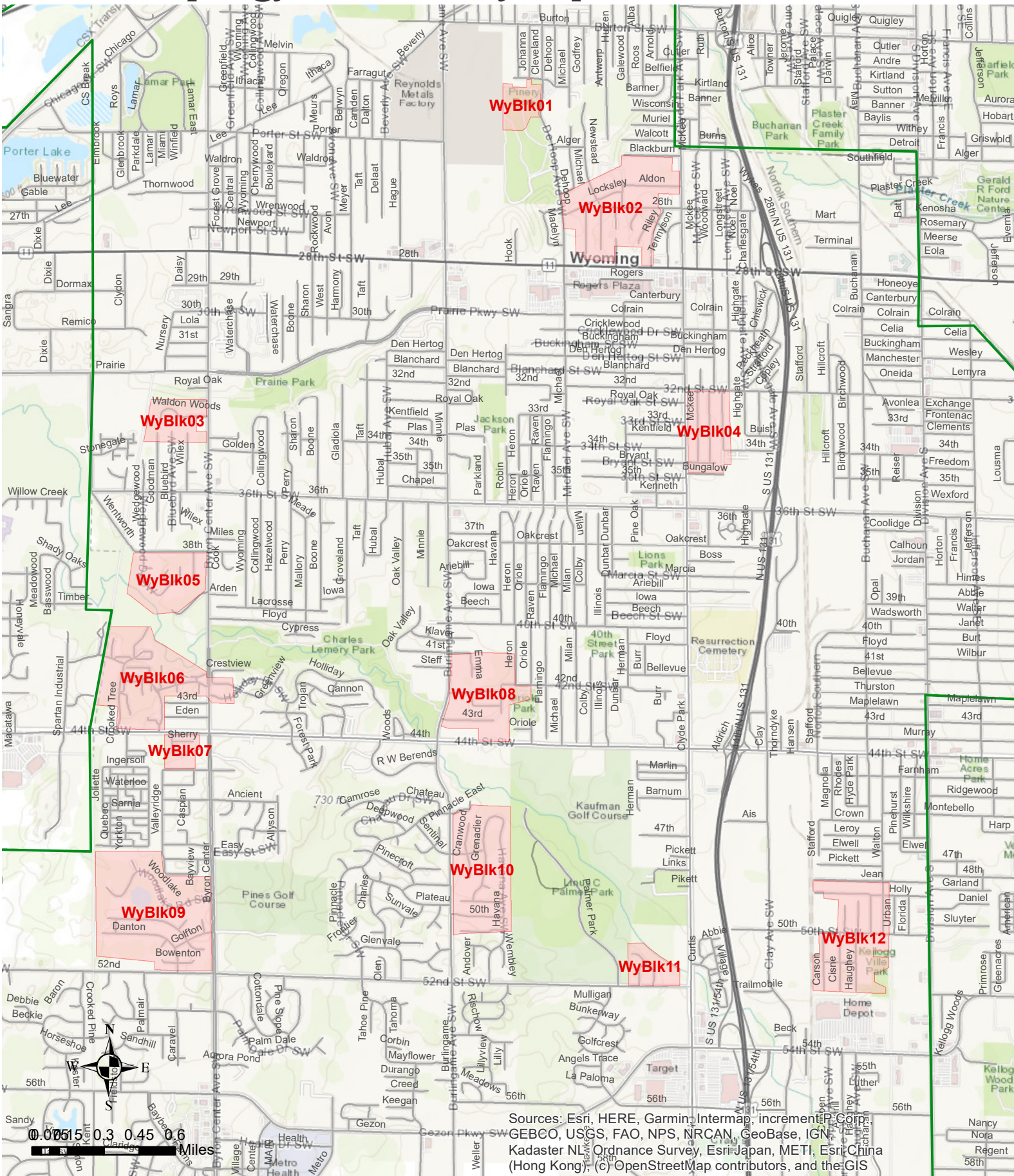
Exhibit B – List of Parcels in Proposed Special Assessment District

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

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

# City of Wyoming

## Spongy Moth Survey Report 2023 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

**Shaded areas recommended for Aerial B.t.k. spray in Spring 2023**

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 23-815

41-17-11-477-033	900	26TH ST SW	41-17-21-278-054	3907	BYRON CENTER AVE SW
41-17-11-453-035	1040	26TH ST SW	41-17-21-426-008	4041	BYRON CENTER AVE SW
41-17-11-478-026	921	28TH ST SW	41-17-28-401-008	5001	BYRON CENTER AVE SW
41-17-11-476-045	1001	28TH ST SW	41-17-28-478-024	5189	BYRON CENTER AVE SW
41-17-11-453-034	1021	28TH ST SW	41-17-25-452-020	5046	CARSON AVE SW
41-17-11-451-027	1155	28TH ST SW	41-17-25-451-033	5153	CARSON AVE SW
41-17-21-276-028	2500	38TH ST SW	41-17-11-402-046	0	CE UTILITY R O W
41-17-23-376-001	1368	42ND ST SW	41-17-11-402-046	0	CE UTILITY R O W
41-17-23-303-046	1425	42ND ST SW	41-17-11-402-046	0	CE UTILITY R O W
41-17-23-355-040	1427	43RD ST SW	41-17-25-453-023	5048	CISNE AVE SW
41-17-23-354-037	1555	43RD ST SW	41-17-26-401-001	4807	CLYDE PARK AVE SW
41-17-23-355-053	1407	44TH ST SW	41-17-26-301-027	4861	CRANWOOD AVE SW
41-17-23-355-041	1431	44TH ST SW	41-17-11-176-005	2300	DE HOOP AVE SW
41-17-23-355-050	1485	44TH ST SW	41-17-11-451-021	2640	DE HOOP AVE SW
41-17-21-451-042	2557	44TH ST SW	41-17-23-303-039	4125	EMMA AVE SW
41-17-21-451-042	2557	44TH ST SW	41-17-23-303-023	4178	EMMA AVE SW
41-17-21-451-042	2557	44TH ST SW	41-17-23-303-035	1465	EMMA CT SW
41-17-21-451-042	2557	44TH ST SW	41-17-23-303-033	1476	EMMA CT SW
41-17-21-451-026	2663	44TH ST SW	41-17-23-303-036	1477	EMMA CT SW
41-17-21-451-034	2675	44TH ST SW	41-17-23-303-019	1489	EMMA CT SW
41-17-21-451-037	2801	44TH ST SW	41-17-28-476-018	5035	GOLFBURY CT SW
41-17-25-476-030	150	50TH ST SW	41-17-28-452-015	2746	GOLFBURY DR SW
41-17-25-451-036	340	50TH ST SW	41-17-28-452-001	2759	GOLFBURY DR SW
41-17-26-476-008	871	52ND ST SW	41-17-26-154-015	4601	GRENADIER DR SW
41-17-26-476-012	895	52ND ST SW	41-17-26-154-012	4647	GRENADIER DR SW
41-17-28-451-019	2621	52ND ST SW	41-17-26-101-079	4653	GRENADIER DR SW
41-17-28-451-014	2653	52ND ST SW	41-17-26-154-002	4661	GRENADIER DR SW
41-17-28-451-011	2661	52ND ST SW	41-17-25-476-002	5030	HAUGHEY AVE SW
41-17-28-451-010	2673	52ND ST SW	41-17-25-476-020	5042	HAUGHEY AVE SW
41-17-28-451-008	2695	52ND ST SW	41-17-25-476-006	5056	HAUGHEY AVE SW
41-17-28-451-024	2733	52ND ST SW	41-17-25-476-026	5100	HAUGHEY AVE SW
41-17-28-451-021	2769	52ND ST SW	41-17-25-476-011	5130	HAUGHEY AVE SW
41-17-11-403-024	1011	ALDON ST SW	41-17-25-476-027	5146	HAUGHEY AVE SW
41-17-23-303-042	4134	BURLINGAME AVE SW	41-17-25-476-028	5160	HAUGHEY AVE SW
41-17-23-303-043	4150	BURLINGAME AVE SW	41-17-25-476-017	5180	HAUGHEY AVE SW
41-17-23-303-044	4166	BURLINGAME AVE SW	41-17-23-355-052	4308	HAVANA AVE SW
41-17-23-303-045	4182	BURLINGAME AVE SW	41-17-26-157-015	4764	HAVANA AVE SW
41-17-23-354-043	4280	BURLINGAME AVE SW	41-17-11-476-034	2624	JENKINS AVE SW
41-17-22-476-034	4340	BURLINGAME AVE SW	41-17-11-453-026	2627	JENKINS AVE SW
41-17-26-301-001	4804	BURLINGAME AVE SW	41-17-11-453-031	2715	JENKINS AVE SW
41-17-26-301-038	4832	BURLINGAME AVE SW	41-17-26-477-001	5194	KAUFMAN GREENS LN
41-17-26-301-039	4850	BURLINGAME AVE SW	41-17-21-276-041	3835	LLEWELLYN CT SW
41-17-16-426-029	3311	BYRON CENTER AVE SW	41-17-21-278-053	2445	OAKLANE DR SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 23-815

41-17-21-278-027	2501	OAKLANE DR SW
41-17-21-277-018	2525	OAKLANE DR SW
41-17-21-277-019	2551	OAKLANE DR SW
41-17-16-426-002	2560	PRAIRIE ST SW
41-17-11-404-012	2545	ROGERS LANE AVE SW
41-17-11-429-028	2550	ROGERS LANE AVE SW
41-17-26-301-020	1563	TRENTWOOD ST SW
41-17-16-426-034	2405	WALDON WOODS DR SW
41-17-16-426-048	2466	WALDON WOODS DR SW
41-17-16-426-047	2482	WALDON WOODS DR SW
41-17-16-426-042	2525	WALDON WOODS DR SW
41-17-16-426-032	2545	WALDON WOODS DR SW
41-17-21-276-004	2551	WEDGEWOOD CT SW
41-17-21-252-006	3817	WEDGEWOOD DR SW
41-17-21-252-008	3841	WEDGEWOOD DR SW
41-17-21-252-010	3859	WEDGEWOOD DR SW
41-17-21-252-030	3903	WEDGEWOOD DR SW
41-17-21-252-027	3913	WEDGEWOOD DR SW
41-17-21-252-020	3921	WEDGEWOOD DR SW
41-17-21-252-021	3931	WEDGEWOOD DR SW
41-17-21-252-022	3939	WEDGEWOOD DR SW
41-17-21-277-012	3945	WEDGEWOOD DR SW
41-17-21-277-013	3951	WEDGEWOOD DR SW
41-17-21-277-017	3957	WEDGEWOOD DR SW
41-17-21-276-049	3999	WEDGEWOOD DR SW
41-17-21-276-050	4005	WEDGEWOOD DR SW
41-17-21-276-046	4029	WEDGEWOOD DR SW
41-17-13-303-037	3295	WOODWARD AVE SW
41-17-13-304-055	3350	WOODWARD AVE SW

March 7, 2023

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

Dear Property owner/occupant:

**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 **\$83.00** per treated acre (for treatment areas larger than one-half acre). This amount would be added on the 2023 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 23-815. 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, March 20, 2023, 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), or 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

community • safety • stewardship

CITY COUNCIL

Robert Arnoys   Tommy Brann   Sheldon DeKryger   Renee Hill   Marissa Postler   Robert Postema  
**Kent Vanderwood, Mayor**

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

RESOLUTION TO WAIVE CERTAIN REQUIREMENTS OF THE CITY CODE FOR THE  
SPRING CARNIVAL TO BE CONDUCTED BY, AND TO APPROVE AND AUTHORIZE  
SIGNING OF A 2023 SPRING CARNIVAL CONTRACT AND POLICE SUPPORT  
CONTRACT WITH T.J. SCHMIDT & COMPANY, LLC, FOR THE 2023 CARNIVAL TO BE  
HELD AT LAMAR PARK FROM APRIL 28 – MAY 7, 2023

WHEREAS:

1. The City of Wyoming Community Services’ Parks and Recreation Department is sponsoring a carnival at Lamar Park from April 28 through May 7, 2023.
2. The carnival is anticipated to raise funds for departmental programs and the Greater Wyoming Community Resource Alliance to provide scholarships for department programs and community grants.
3. Section 14-282 of the City Code allows the City Council to waive the restrictions of “Division 3. Carnivals” if the sponsor is a nonprofit, religious, fraternal, school or community organization established in the City for at least 6 years and a waiver is deemed to be in the City’s best interest.
4. Section 14-276 of the City Code requires carnival applications to be accompanied by payment of all fees and bonds and T. J. Schmidt and Company, LLC has done so.
5. The Carnival will be conducted pursuant to the terms of a proposed 2023 Spring Carnival Contract with T. J. Schmidt & Company, LLC and additional security arrangements have been made with the Department of Public Safety pursuant to a proposed Police Support Contract, both of which contracts have been signed by T. J. Schmidt & Company, LLC.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The fee requirement of Section 14-276 of the Code of the City of Wyoming is waived and T.J. Schmidt & Company, LLC is approved to hold a carnival April 28 – May 7, 2023.
2. The 2023 Spring Carnival Contract and Police Support Contract with T. J. Schmidt & Company, LLC are approved, and the Mayor and City Clerk are authorized and directed to sign them for the City.

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 6, 2023.

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

ATTACHMENTS:  
Staff Report  
Site Security Plan  
Contract/Agreement

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

## STAFF REPORT

Date: February 13, 2023

Subject: Request to Approve Contracts and Waive Fees for Annual Spring Carnival

From: Lynn Clarke, Recreation Supervisor

Cc: Krashawn Martin, Director of Parks and Recreation

Meeting Date: March 6, 2023

---

### RECOMMENDATION:

It is recommended City Council approve the April 28 to May 7, 2023, Spring Carnival contracts, including the attached carnival vendor contract Police Support contract, and waive all eligible fees for the event. Proceeds from this carnival will be used in support of the Greater Wyoming Community Resource Alliance, the city's Parks and Recreation Department scholarships, and recreation programming activities. It is estimated that a net total of \$15,000 to \$20,000 will be raised, weather depending.

### COMMUNITY, SAFETY, STEWARDSHIP:

Community – The City of Wyoming is custodian of almost 700 acres of park lands and natural resources and the provider of over 200 youth, adult, senior and family health, wellness, education, athletic, and leisure recreation programs. This work is supported in part by the Parks and Recreation Millage, fundraising, and donations.

Funds raised by the carnival will increase access to scholarships and recreation services for low- and moderate-income populations within the community.

Safety – Enhanced safety for carnival participants and the protection of park facilities is achieved through carnival staff security and direct engagement of Public Safety Community Policing officers.

Stewardship – With the partnership that has been created with T.J. Schmidt Company, the carnival operator, they will provide 20% of the gross receipts of funding to be disbursed equally between the Parks and Recreation Department and the Greater Wyoming Community Resource Alliance, helping to maintain the financial viability of these programs and services.

### DISCUSSION:

The City of Wyoming Parks and Recreation Department is sponsoring a carnival April 28 – May 7 to raise funds for both department programs and the Greater Wyoming Community Resource Alliance. Funds raised provide scholarships and operational support for department programs and community grants.

This will be the seventh year that carnival operator TJ Schmidt Company has hosted this event with the City of Wyoming. The carnival will be held at Lamar Park, 2561 Porter St. SW in the North

parking lot. The request to waive the carnival application and related eligible fees will provide additional funding to be disbursed between the Parks and Recreation service area and the Greater Wyoming Community Resource Alliance. The proprietor will comply with all City ordinances and have the additional liability insurance required for a special event. They will also provide the required \$1,000 bond.

We have discussed the site's feasibility in hosting the carnival, including an assessment of parking and electrical needs, with Krashawn Martin, Director of Parks and Recreation, Tim Montgomery, Parks Foreman, and Lew Manley, Building Inspection Supervisor, and the site security plan with Lieutenant Kirt Zuiderveen, and Fire Inspector Bill Aman. In addition to the carnival provided security, the Public Safety Department's policing personnel will provide staffing to enhance public relations, increase security, and be onsite to quickly respond to health and welfare needs of children and families attending the carnival. Public Safety support will be provided on Thursday and Friday 4:00-9:00pm, and Saturday and Sunday 4:00-9:00pm. These costs shall be reimbursed by the carnival operator. T.J. Schmidt Company is a reputable carnival that has been in business for 30 years providing top quality rides.

**BUDGET IMPACT:**

The carnival allows for the attainment of budget goals related to fundraising. The carnival also provides for scholarship income to be applied to youth registrations for recreation programs.

In-kind expenses by the Parks and Recreation service area for set up and removal of security cattle fencing during the carnival, additional trash service and increased restroom maintenance have already been budgeted.

**ATTACHMENTS:**

- Resolution
- Contracts (2)

###



**WINTER OFFICES**

4248 M61  
Standish, MI 48658

**WINTER PHONE**

(989) 846-6572

**FAX**

(989) 846-6572

**EMAIL**

mifun@tjschmidtcarnival.com

**FOOD SERVICE SPECIALIST**

Sandra L. Schmidt(989) 239-4318

**VICE PRESIDENT GENERAL OPERATIONS**

Kyle T. Schmidt

(989) 302-1375

**BUSINESS MANAGER/HUMAN RESOURCES**

Douglas P. Burtch

(989) 213-5835

**T.J. SCHMIDT & COMPANY**

**WEB**

[www.TjSchmidtCarnival.com](http://www.TjSchmidtCarnival.com)

Proud Member:



**Site Security Plan-Carnival 2023**

Location: Lamar Park, City of Wyoming, MI

**Overview:**

The City of Wyoming Parks & Recreation will be sponsoring a carnival put on by T.J. Schmidt & Company of Standish, MI. This will return a percentage of gross receipts back to the Parks & Recreation Department and the Greater Wyoming Community Resource Alliance.

Dates of Operation: April 28, 2021-May 07, 2023

The event will be located in Lamar Park. We have obtained permission from City of Wyoming-Parks Department for operating this carnival during the following hours:

Monday-Thursday	4:00 - 8:30 p.m.
Friday	2:00 - 8:30 p.m.
Saturday & Sunday	Noon-8:30 p.m.

**Security Plan:**

TJ Schmidt & Company will retain designated staff to handle security during all Friday, Saturday and Sunday's of operation. Additional TJ Schmidt & Company staff will act as security with limited other job obligations during the respective weekdays. They will be equipped with two way radios to the carnival office.

Krashawn Martin of the City of Wyoming will review and confer with the Wyoming Police Department who will be requested to staff two officers for Thursday, Friday, Saturday and Sunday event dates with times TBD with advisement from the Chief of Police. Fire Inspectors and Chief Building Inspectors have also been notified of the carnival site plan. The entire carnival will be enclosed with temporary cattle fencing provided by the Parks and Recreation Department.

Doug Burtch is the Chief Operations Officer for TJ Schmidt & Company and will be the on-site Emergency Contact. His cell phone number is 989-213-5835.

## 2023 SPRING CARNIVAL CONTRACT

This 2023 Spring Carnival Contract is made as of February 1, 2023, between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> Street SW, Wyoming, MI 49509 (the “City”), and T.J. Schmidt & Company, LLC, a Michigan limited liability company of 1943 W M-61, Sterling, MI 48659 (“TJS”).

### RECITALS

- A. As part of its programming, the City’s Parks and Recreation Department, in cooperation with the Greater Wyoming Community Resource Alliance (the “Alliance”), sponsors an annual spring carnival.
- B. TJS provides carnival rides, games, amusements, and concessions in differing venues.
- C. The 2022 Spring Carnival is scheduled to begin on **April 28, 2023**, and end on **May 7, 2023** (the “Carnival Dates”) in a designated area of the City’s Lamar Park, 2561 Porter Street SW, Wyoming, MI 48509 (the “Carnival Site”).

### TERMS AND CONDITIONS

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

1. TJS’s Obligations. TJS will:

- A. Provide, manage, and operate a “turn-key,” top quality carnival on the Carnival Dates at the Carnival Site consisting of carnival rides, games, amusements, and concessions generally in keeping with past carnivals TJS has provided for the City’s Spring Carnival. The Spring Carnival will operate only between the hours of 4:00 p.m. and 8:30 p.m. on Monday through Thursday of the Carnival Dates, 2:00 p.m. and 8:30 p.m. on Friday of the Carnival Dates and noon and 8:30 p.m. on Saturdays and Sundays of the Carnival Dates (the “Permitted Times”).
  - 1. TJS will provide all ticket sales, grounds clean-up, hand sanitizing stations, photo opportunity boards, trash and refuse receptacles, electrical cable covers, shaded areas with bench seating, a centrally located office open and available to the City’s personnel and staffed by TJS to address any questions or concerns, and all related services and amenities.
  - 2. TJS personnel will all wear distinguishing, identifying uniform shirts and hats during all Permitted Times. All TJS personnel will treat City staff, Alliance staff, City and Alliance volunteers, Spring Carnival patrons, and the general public with civility, respect, and courtesy.
- B. Arrive at the Carnival Site at a date and time to be arranged with the Special Events & Marketing Programmer for the City’s Parks and Recreation Department (the “City Contact”) to set-up in a manner acceptable to the City Contact the carnival within the Carnival Site which is to be enclosed by the City with temporary cattle fencing.
- C. Remove the carnival, all vehicles and TJS personnel following the end of the Spring Carnival and restore the Carnival Site to a condition as good as it was in prior to TJS’s arrival at the Carnival Site. That removal and restoration shall be completed by the date and time arranged with the City Contact.
- D. Except during set-up and tear-down, maintain the Carnival Site during TJS’s occupancy in a clean and neat condition, free of any trash or refuse outside of designated waste or recycling containers. TJS shall arrange for a dumpster and will regularly empty all trash and refuse containers.
- E. Comply with the security plan it provides to and that is approved by the City’s Public Safety Department, which shall, at a minimum, include:
  - 1. TJS will have TJS personnel designated as “security” personnel by distinctive hats, shirts, badges or other means during all Friday, Saturday and Sunday Permitted Hours. Other TJS personnel will also perform security-related functions in addition to their other duties during those Friday, Saturday and Sunday Permitted Hours and during other Permitted Hours. Those TJS personnel will be equipped with 2-way radios allowing direct communications with the Spring Carnival office.
  - 2. TJS will, at its expense, enter into a **Police Support Contract** with the City, generally in the form attached as **Exhibit A**, to provide 2 City police officers during agreed-upon Permitted Hours on Thursday, Friday, Saturday and Sunday.
- F. Manage and operate the Spring Carnival in a safe manner. The Permitted Hours are not required hours of operation, but the only hours that operation is permitted. TJS shall determine whether

weather, power outages, or other conditions make Spring Carnival operation unsafe and limit or cease operations during such times as TJS deems it unsafe operate. However, TJS shall comply with any directives issued by the City's Department of Public Safety, City's Inspections officials or others limiting or halting operations of some or all the Spring Carnival during certain times.

- G. For itself and its personnel obtain, maintain, and comply all permits, licenses, registrations, certificates or other approvals required to own, manage, operate, site, set-up, tear-down, use, or transport all or any parts of the Spring Carnival including all rides, equipment, games, amusements, concessions, personnel's living quarters, office and other components and activities of the Spring Carnival. This includes arranging for and undergoing any required inspections by federal, state, county and City agencies or officials.
- H. Ensure TJS and its personnel comply with all applicable (i) laws, rules, and regulations, (ii) requirements of licenses, permits, and other approvals, and (iii) orders of governmental agencies, officials and courts. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration and Michigan Occupational Safety and Health Act safe practices.
- I. Comply with the terms of the City Carnival License and City Business License issued to TJS.
- J. Provide the insurance required by this Contract.
- K. Comply with notices, directions, notifications and other communications from City Inspections and Fire Department officials concerning actions needed to comply with applicable construction, fire and other codes.
- L. Ensure TJS and its personnel comply with all other terms of this Contract.
- M. Pay jointly to the City and the Alliance a total amount equal to 20% of TJS's gross receipts for carnival rides at the Spring Carnival. TJS will provide a reasonable accounting of the gross receipts. The City may, at its request, audit TJS's receipts for the Spring Carnival.

2. City Obligations. The City will:

- A. Provide on the Carnival Site with the perimeter enclosed by temporary cattle fencing for the Carnival and provide an area on the Carnival Site for living quarters for TJS personnel.
- B. Provide TJS personnel access to electric power, to potable water and to the Lamar Park restrooms in a manner arranged by the City's Parks Facilities Supervisor with TJS.
  - 1. The City does not promise that the provided electric power is sufficient for any particular person or use and it is up to TJS to determine whether or not it meets the needs for the Spring Carnival and for any given ride, amusement or other equipment, device or use. However, the City's Inspection staff will inspect the electric power and uses for compliance with applicable construction and other codes.
  - 2. The City's inspection staff may also inspect water connections and uses for compliance with applicable construction and other codes.
- C. The City's fire inspection staff will also inspect the Carnival Site during and after set-up for compliance with applicable fire codes and other standards.

3. City Standard Terms and Conditions.

- A. TJS and its personnel will not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment, or matters related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a particular job or position. TJS and its personnel will not discriminate, harass, or retaliate against a City officer or employee or a member of the public because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information unless a federal or state law mandates contrary action
- B. Neither TJS nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

- C. TJS and its members, officers and employees, have not engaged in and will not engage in: (i) holding or acquiring an interest that would conflict with this Contract; (ii) an act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting 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, except TJS's personnel, any consideration contingent upon the award of this Contract. No TJS member, officer, or key employee is a spouse, parent, child, grandchild, or sibling of the mayor, a 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 before signing this Contract. TJS will immediately notify the City of any change in these circumstances.
- D. TJS guarantees the use of software, records or other intellectual property used to meeting its obligations or exercising its rights under this Contract will not infringe any copyright, patent, trademark or other intellectual property rights.
- E. TJS will retain copies of all records related to this Contract for at least 6 years after completion of this Contract and will, upon the City's request, allow inspection, auditing and copying of all retained records.

4. Independent Contractor. TJS is an independent contractor.

- A. Neither TJS nor any TJS personnel are or will represent themselves to be City officers or employees.
- B. Payment of any (i) income, sales, use, excise or other taxes related to the Spring Carnival, (ii) self-employment taxes, (iii) employee withholding for TJS personnel including, without limitation, Social Security, Medicare, income tax, garnishments or court ordered payments, insurance premiums or other amount TJS is required to pay or that is required to be withheld from any compensation due TJS personnel, (iv) wages and benefits (or premiums or other amounts for any fringe benefits) due or provided any TJS personnel, (v) workers' disability compensation or unemployment compensation, and any similar amounts to be paid by or on behalf of TJS or its personnel are solely the responsibility of TJS.
- C. Nothing in this Contract is intended to or shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or any association between the parties.
- D. The City will not provide any liability or other insurance coverage of TJS or TJS personnel. TJS is solely responsible for any such coverage TJS is required to have or may wish to have. The City will not carry insurance covering TJS for any injuries or property damage TJS or TJS's personnel may suffer or experience in performance under this Contract.
- E. TJS is solely responsible for (i) selection, transit, set-up, removal, operation, use, maintenance, repair, and management of the rides, games, equipment, devices, concessions, vehicles, living quarters, food, and other tools, materials and items used in the Spring Carnival; (ii) for the management, oversight, and operation of the Spring Carnival, (iii) maintenance and cleanliness of the Carnival Site during the Carnival Dates and from the first arrival of TJS at the Carnival Site before until the final vacation of TJS from the Carnival Site after the Carnival dates, and (iv) the conduct of TJS's members, officers, employees, and other TJS personnel.

5. Risk Allocation and Insurance.

- A. TJS will hold the City, the Alliance, and their respective elected and appointed officers, employees and volunteers harmless from any injuries or property damage TJS and TJS's members, employees and other personnel may suffer during TJS's performance of under this Contract. Without limiting the generality of the previous sentence, TJS to the extent permitted by law, TJS releases the City, the Alliance and their respective elected and appointed officers, employees and volunteers, from all liability or responsibility to TJS and its members, officers, employees and other personnel and anyone claiming through or under TJS by subrogation nor otherwise, for any loss or damage to property of TJS or its members, officers, employees or other personnel caused by fire or any other casualty during the occupancy or use of any part of the Carnival Site by TJS or its members, officers, employees or other personnel, even if the fire or other casualty was caused by the fault or negligence of the City, the Alliance or their respective elected or appointed officers, employees or volunteers. TJS will ensure that its insurance policies include a clause or endorsement to the effect that such release will shall not adversely affect or impair such policies or prejudice the right of TJS to recover thereunder.

B. TJS will hold the City, the Alliance, and their respective elected and appointed officers, employees and volunteers harmless from, indemnify them for and defend them (with legal counsel reasonably acceptable to the City) against all claims, demands, lawsuits, administrative proceedings, judgments, awards, or other obligations to pay any amounts due to: (i) TJS's breach of this Contract, (ii) the intentional wrongful acts, recklessness, carelessness, or gross negligence of TJS or its members, officers, employees or other personnel, and (iii) any other personal injury (including death), property damage, or other loss suffered by a third party (an individual or person other than the City) resulting from any responsibility of TJS under subsection 4.E or other provision in this Contract.

C. Contractor has and will maintain the insurance coverage identified in the **Certificate of Liability Insurance** produced by Haas & Wilkerson Insurance, 4300 Shawnee Mission Parkway, Fairway, KS 66205, Client#: 12388, issued April 1, 2023 showing coverage by ACE American Insurance Company, NAIC# 22667, Policy # G24634358, and policy period from April 1, 2023 to April 1, 2024 that was filed with the City, a copy of which is attached as **Exhibit B**.

6. Term and Termination. This Contract will be in effect from the date first written above until all obligations under this Contract have been met or performed.

7. General Provisions.

A. This Contract is the entire agreement between the parties regarding to its subject matter although there is a separate Police Support Agreement between the parties. This Contract may not be amended or modified except in writing signed by both parties. It shall not be affected by any course of dealing and the waiver of a breach shall not constitute a waiver of a later breach of the same or another provision. Its captions are for reference only and shall not affect its interpretation, but its recitals are an integral part of this Contract. This Contract was made in Kent County, Michigan and it shall be governed by and interpreted in accordance with Michigan law.

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

C. No individuals or entities other than the parties are intended to be beneficiaries of this Contract.

D. The reference to any City officer, employee or group of officers or employees by position includes that officer's, employee's or group's superiors and designees.

Authorized representatives of the parties have signed this Contract as of the date first written above.

**[SIGNATURES ON NEXT PAGE]**

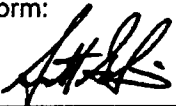
**CITY OF WYOMING**

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

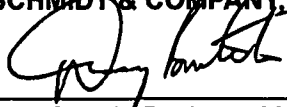
By: \_\_\_\_\_  
Kelli A. Vandenberg, Clerk

Date signed: \_\_\_\_\_, 2023

Approved as to form:

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

**T. J. SCHMIDT & COMPANY, LLC**

By:   
\_\_\_\_\_  
Doug Burtch, Business Manager

Date signed: 02/14, 2023

Attachments  
Exhibit A – Police Support Contract

**EXHIBIT A**  
**POLICE SUPPORT CONTRACT**  
(2022 SPRING CARNIVAL)

This Police Support Contract is made as of February 1, 2023, between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> Street SW, Wyoming, MI 48509 (the “City”) and T. J. Schmidt Company, LLC a Michigan limited liability company of 1943 W M-61, Sterling, MI 48659 (“Company”).

RECITALS

- A. The Company intends to occupy a part of Lamar Park in the City (the “Site”) to operate the 2022 Spring Carnival from **April 28, 2023** through **May 7, 2023**, in accordance with the 2022 Spring Carnival Agreement between the City and the Company dated as of **February 1, 2023** (the “Event”).
- B. The Company expects to draw many patrons during its hours of operations which are between the hours of 4:00 p.m. and 8:30 p.m. on Monday through Thursday of the Carnival Dates, 2:00 p.m. and 8:30 p.m. on Friday of the Carnival Dates and noon and 8:30 p.m. on Saturdays and Sundays of the Carnival Dates (“Operation Hours”).
- C. While it has its own security team, the Company, as part of an overall cooperative and foresighted effort to attend to the safe operation of the Event, believes a local police presence during a part of the Operation Hours on Thursday, Friday, Saturday and Sunday will help the Company ensure the safety of Event patrons, the general public and Company personnel during the operation of the Event.
- F. The City is amenable to assigning police officers to provide that local police presence in accordance with this Contract.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this contract, the City and the Company agree:

- 1. Assignment. The City will schedule 2 police officers selected by the City Police Department to be in the Event Parking Areas and other areas surrounding the Company’s Premises in accordance with the scheduled hours that comprise the written operations plan agreed upon between the Company and the City Police Department Community Service Team.
  - A. This Contract provides for City Police presence, not any special or enhanced duties or services. Assigned officers will be under normal City Police Department command and will act in accordance with City Police Department policies, procedures and protocols. Company personnel shall have no ability to direct the assigned police officers. Company personnel may make requests of the assigned officers who will respond to those requests in accordance with City Police Department direction, policies, procedures and protocols. If Company personnel believe different actions or responses are appropriate, Company personnel may direct any such concerns to City Police Department command personnel.
  - B. Assigned officers will remain outside the areas of the Site that are open only to Company personnel and not to the general public unless summoned by Company personnel to address a particular situation within those premises.
  - C. One or both assigned officers will accompany Company personnel as they make deposits at the bank located near the Company’s Premises.
  - D. Assigned officers will use their discretion, as provided within City Police Department direction, policies, procedures and protocols to attend to vehicular traffic, pedestrian travel, specific situations, and particular incidents around the Company’s Premises, the surrounding streets, and the Event parking areas. Assigned officers shall have no special duties or special obligations to the Company, Company personnel, Company patrons or the general public. This Contract provides for City Police presence, not any special or enhanced duties or services.
  - E. In accordance with its normal practice, the City may assign other officers to duties related to the Event.
  - F. If, in the sole discretion of City Police Department command personnel, another situation away from the Event Site requires an intensive police response, City Police Department command personnel acting in their sole discretion, may dispatch the officers assigned to the Event Site to that other situation until, in the sole discretion of City Police Department command personnel, the other situation has been addressed in a manner that those officers (or replacement officers) can be returned to the Event Site to resume the services provided pursuant to this Contract. If such a circumstance occurs, the assigned officers will notify Company personnel that they are leaving, and the Company will be provided a direct contact number for City Police Department command personnel on duty that time.
  - G. It is intended the officers assigned to perform services under this Contract will interact with Company personnel, Company patrons and the general public in a manner similar to that in which such officers would interact during similar events and assignments.

H. Similarly, it is intended that the Company and Company personnel will interact with the assigned police officers in a manner similar to that of other businesses, organizations, events and individuals interacting with City police officers in similar situations.

I. Nothing in this Contract shall limit the lawful authority of or the lawful exercise of that authority by the City, the City Police Department or any City Police Department personnel, including without limitation, any officers who may from time-to-time be involved in providing services pursuant to this Contract.

2. Payment. The Company will pay the City for the service provided under this Contract at the rate of **\$77.904 per officer per hour**. The Company and City currently **estimate 70 hours** will be paid under this Contract for a total of **\$5,453.28**. If the hours worked are more or less than the estimated number of hours, the Company will be billed for only those hours actually worked or reimbursed for any hours for which it has paid but officer did not work.

A. The Company will pay \$1,500.00 to the City not later than April 27, 2023, as a deposit toward the amount to be paid under this Contract.

B. Not later than June 1, 2023, the City will provide the Company an invoice detailing any additional amounts due or the amount to be refunded to the Company from the deposited amount.

C. Any payment or refund shall be paid within 15 days of the date of the invoice.

3. Responsibility for Personnel. Both the City and the Company will be solely responsible for the statements, acts and omissions of their respective personnel. Neither party shall be responsible for the statements, acts and omissions of the other party's personnel. Neither party shall be responsible to insure the other party or the other party's personnel.

4. Term. This Contract shall take effect as of the date first written about and shall remain in effect until all amounts required to be paid under this Contract have been paid in full.

5. General Provisions.

A. This Contract is the entire agreement between the parties regarding to its subject matter although there is a separate 2023 Spring Carnival Contract between the parties. This Contract may not be amended or modified except in writing signed by both parties. It shall not be affected by any course of dealing and the waiver of a breach shall not constitute a waiver of a later breach of the same or another provision. Its captions are for reference only and shall not affect its interpretation, but its recitals are an integral part of this Contract. This Contract was made in Kent County, Michigan and it shall be governed by and interpreted in accordance with Michigan law.

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

C. No individuals or entities other than the parties are intended to be beneficiaries of this Contract.

D. The reference to any City officer, employee or group of officers or employees by position includes that officer's, employee's or group's superiors and designees.

Authorized representatives of the parties have signed this Contract as of the date first written above.

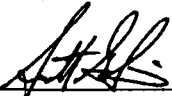
**CITY OF WYOMING**

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

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

Date signed: \_\_\_\_\_, 2023

Approved as to form:

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

**T. J. SCHMIDT & COMPANY, LLC**

By:   
\_\_\_\_\_  
Doug Burtch, Business Manager

Date signed: 02/14, 2023



2. The Wyoming City Council held a public hearing on March 6, 2023, to hear and to consider any public comments concerning the proposed vacation, notices of which public hearing were published in *The Grand Rapids Press* and sent by mail to the owners of adjacent property and to all public utilities at least 15 days before the scheduled hearing date.
3. It is not clear how much the Subject Area lies within dedicated, platted right-of-way and the city wants to ensure Lee Street Christian Reformed Church can continue to make use of the Subject Area, subject to the city's retained easement rights.

NOW, THEREFORE, BE IT RESOLVED:

1. The Subject Area is vacated, subject to an easement on, over, under, and within the Subject Area for utility purposes including, constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, water, sanitary sewer, storm sewer, electric power, natural gas, telecommunications, streetlighting, and any other utilities including, piping, lines, chambers, other fixtures and facilities, manholes, meters, access panels, valves, and switches, subject to the following:
  - A. The city may, without any further consent or approval of the property owner, permit others to use the Subject Area for such purposes as the city may use Subject Area under this easement subject to terms and conditions as the city may impose that are not inconsistent with this easement, including, without limitation, charging any fee(s) for such use by others.
  - B. The city's rights may be exercised by the city's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives, as well as by other individuals or entities the city permits in writing to do so.
  - C. The property owner shall not construct, install, or place any building, fence, or other structure within the Subject Area without the city's prior written consent. However, the property owner may landscape, pave, and use the Subject area for driveways, parking or other uses that are not inconsistent with this easement.
2. The Mayor and City Clerk are authorized and directed to sign and deliver a quitclaim deed for the Subject Area in the form attached as Exhibit A.
3. The City Clerk, City Attorney and other city officers and employees are authorized and directed to record a certified copy of this resolution and the original copy of the quitclaim deed with the Kent County Register of Deeds.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                      No

CERTIFICATION

I certify this is a true and complete copy of a resolution adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on March 6, 2023.

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

STATE OF MICHIGAN  
 COUNTY OF KENT

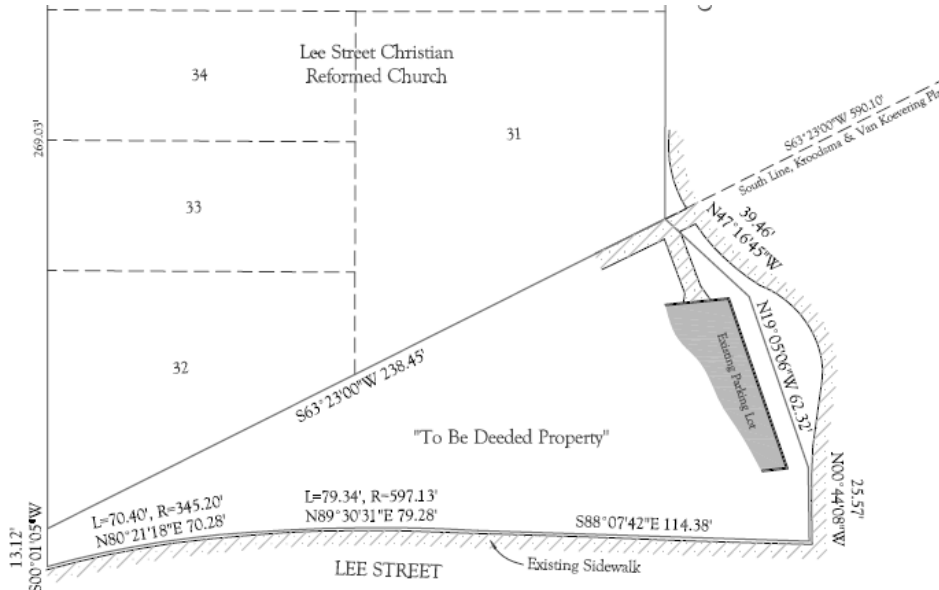
Acknowledged before me on March \_\_\_, 2023, Kelli A. VandenBerg, known to me as the City Clerk of the City of Wyoming, Michigan.

\_\_\_\_\_  
 Rhonda L. Galligan, Notary Public  
 Kent County, Michigan  
 Acting in Kent County, Michigan  
 My commission expires: 11.21.2028

Exhibit A

QUITCLAIM DEED

The City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509, as the grantor, for the consideration of \$1.00 the receipt and sufficiency of which is acknowledged, quitclaims to Lee Street Christian Reformed Church of Wyoming Township, Kent County, Michigan, a Michigan nonprofit corporation of 1261 Lee St SW, Wyoming, MI 49509, as the grantee, all of its right, title and interests in the following depicted and described property subject to the retained utility easement detailed below.



That part of the Southwest ¼ of Section 2, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: commencing at the Northeast Plat corner of Kroodisma & Van Koevering Plat (point being 890.6 feet South and 25.0 feet West of the Center of said Section); thence South 00°09'00" West 139.00 feet along the East line of said Plat; thence South 63°23'00" West 590.10 feet along the South line of said Plat to the Southeast corner of Lot 31 of said Plat and the point of beginning of this description; thence continuing South 63°23'00" West 238.45 feet along said South line to the Southwest corner of Lot 32 of said Plat; thence South 00°01'05" West 13.12 feet; thence Northeasterly 70.40 feet along a 345.20 foot radius curve to the right, the chord of which bears North 80°21'18" East 70.28 feet; thence Northeasterly 79.34 feet along a 597.13 foot radius curve to the right, the chord of which bears North 89°30'31" East 79.28 feet; thence South 88°07'42" East 114.38 feet; thence North 00°44'08" West 25.57 feet; thence North 19°05'06" West 62.32 feet; thence North 47°16'45" West 39.46 feet to the point of beginning.

This conveyance is subject to any easements and building and use restrictions of record and to an easement on, over, under, and within the described property for utility purposes including, constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, water, sanitary sewer, storm sewer, electric power, natural gas, telecommunications, streetlighting, and any other utilities including, piping, lines, chambers, other fixtures and facilities, manholes, meters, access panels, valves, and switches, subject to the following:

- A. The grantor may, without any further consent or approval of the grantee, permit others to use the described property for such purposes as the grantor may use described property under this easement subject to terms and conditions as the grantor may impose that are not inconsistent with this easement, including, without limitation, charging any fee(s) for such use by others.
- B. The grantor's rights may be exercised by the grantor's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives, as well as by other individuals or entities the grantor permits in writing to do so.
- C. The grantee shall not construct, install, or place any building, fence, or other structure within the described property without the grantor's prior written consent. However, the property owner may landscape, pave, and use the described property for driveways, parking or other uses that are not inconsistent with this easement.

**COUNTY OF KENT**

STATE OF MICHIGAN  
COUNTY OF KENT

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

Acknowledged before me in Kent County, Michigan, on \_\_\_\_\_, 2023, by Kent Vanderwood and Kelli A. VandenBerg, known to me as the Mayor and the City Clerk, respectively, for the City of Wyoming, Michigan.

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

Approved as to form:

\_\_\_\_\_  
Rhonda L. Galligan, Notary Public  
Kent County, Michigan  
Acting in Kent County, Michigan  
My commission expires: 11.21.2028

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

**State transfer tax exempt under MCL 207.526(a) & (h); county transfer tax exempt under MCL 207.505(a) & (h).**

Drafted by:  
Scott G. Smith, City Attorney  
Wyoming Justice Center, B Suite  
2650 DeHoop Ave SW  
Wyoming, MI 49509

When recorded, return to:  
Kelli A. VandenBerg, City Clerk  
Wyoming City Hall  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509

## STAFF REPORT

Date: February 28, 2023  
Subject: Street Vacation  
From: Nicole Hofert, Community & Economic Development Director  
Scott Smith, City Attorney  
Meeting Date: March 6, 2023

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### **RECOMMENDATION:**

Hold the noticed public hearing and then adopt the Resolution to Vacate and Quitclaim a Portion of Right-of-Way Adjacent to Lee Street Christian Reformed Church at 1261 Lee St SW and Retain a Utility Easement.

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

Community – Lee Street Christian Reformed Church (Lee Street CRC) has used the subject property for a long time. This resolution will enable its continued use, make it responsible for the property, and end any city responsibility for the property. This will provide the appropriate on-going arrangement.

Safety – Clarifying ownership and responsibility will make a single entity responsible for property maintenance and use and will empower Lee Street CRC to engage in any needed maintenance.

Stewardship – This will eliminate city risk or liability arising from the subject property.

### **BUDGET IMPACT:**

The proposed action will not impact the budget.

### **DISCUSSION:**

Lee Street CRC has used the area to be vacated and quitclaim-deeded for many years. That area is not needed for street right-of-way but may be needed for utilities.

This action will convey to Lee Street CRC ownership of the property but will ensure no structures are built on it to prevent its use for utilities. It ends the current ambiguity about rights and responsibilities.

We don't usually quit-claim vacated areas. But, in this case, it appears the area involved may be wider at some points than normal street right-of-way. By quitclaiming it to the church, the city is simply conveying any interest it has in the property subject to the retained utility easement. It will help clarify the chain of title.

We also haven't spelled out easement rights when we retain them as part of a street vacation. We are thinking we should do so to make it clear what those rights entail – what utilities are included, who can use the retained rights, how they can be used, and other details of the easement. Doing so may prevent future misunderstandings or disagreements.

One other point of interest, the name of the church as stated in the deed is the name listed in the state's corporate records.

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

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN A  
PURCHASE AGREEMENT FOR 2 VACANT PARCELS ON BURTON STREET USING CDBG  
PROGRAM FUNDS TO PROVIDE PROPERTY FOR AFFORDABLE HOUSING

WHEREAS:

1. By Resolution No. 27577 adopted January 16, 2023, the City Council approved an amendment to the 2021-2025 Consolidated Housing and Community Development Plan to allow for the purchase of property for redevelopment for use for affordable housing as a new activity under that plan.
2. City staff identified 2 parcels on Burton St SW that meet applicable criteria under the United States Department of Housing and Urban Development’s (HUD) Community Development Block Grant (CDBG) program requirements for use of CDBG program funds.
3. An independent fee appraisal of the property determined its fair market value to be \$80,000.
4. The property owner is willing to sell the property to the city for that price with the city paying all transfer taxes, closing costs, recording fees, and other amounts so that the owner nets the appraised fair market value of the property.
5. It is intended that the city will convey the property to a nonprofit affordable housing developer for use for affordable housing.
6. Available CDBG program funds will be used to pay the acquisition costs.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The purchase agreement for 1038 and 1042 Burton St SW is approved in substantially the form attached as Exhibit A, subject to such changes as the city attorney, city director of community and economic development, and city manager approve.
2. The Mayor and City Clerk are authorized and directed to sign it for the city and city staff is authorized and direct to implement it according to its terms.

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 6, 2023.

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

ATTACHMENTS:  
 Exhibit A – Purchase Agreement  
 Staff Report

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

Exhibit A  
**PURCHASE AGREEMENT**

This Purchase Agreement (this **Agreement**) is made as of February 21, 2023 (**Effective Date**), between L.L. Johnson Lumber Mfg. Co., a Michigan corporation of 563 N Cochran Ave, Charlotte, MI 48813 (**Seller**) and the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509 (**Buyer**).

RECITALS

- A. Seller owns vacant real property located at 1038 and 1042 Burton SW (41-17-11-204-024 and 41-17-11-205-026) in the City of Wyoming, Kent County, Michigan, described on property tax records as follows (the **Property**): Lots 1 2 3 & 57 \* Huizen & Hoogterp Addition and Lot 6 \* M F Powers' Addition.
- B. Buyer seeks to buy the Property to provide additional housing for low- and moderate-income persons.
- C. Buyer obtained an independent fee appraisal of the Property from Integra Realty Resources – Grand Rapids dated January 31, 2023, that determined the fair market value of the fee simple interest in the Property is \$80,000 and provided a copy of the appraisal to Seller.
- D. The appraiser offered Seller the opportunity to provide information to and accompany the appraiser and the appraisal report provides a description of comparable sales, a statement of highest and best use, and the appraiser's signature and certification.
- E. Buyer offered to buy the Property from Seller for the appraised value and to pay all closing costs and other amounts related to its purchase and Seller considered and agreed to accept the offer.

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 Buyer 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 \$80,000.
  - A. Within 7 days after this Agreement is fully signed, Purchase shall remit to Seller a \$1,000 deposit toward the Purchase Price. Buyer shall pay the remaining \$79,000 of the Purchase Price in full at closing either in wired funds or by a check.
  - B. If Buyer decides not to close on the purchase of the Property due to conditions revealed in a title insurance commitment, a survey, or an environmental site assessment as provided in sections 3 and 4 of this Agreement, Seller shall return the deposit to Buyer within 7 days of Buyer's written notice to Seller of Buyer's decision not to acquire the Property.
- 3. Title and Survey.
  - A. Seller will convey title at the closing by warranty deed, subject to easements and use restrictions of record.
  - B. Seller will not provide title insurance, an abstract, or any other assurance of title. If Buyer wishes to obtain any such assurance of title, it may do so without expense to Seller. Buyer may undertake any due diligence regarding title and other conditions that a title insurance commitment, abstract and/or survey might reveal. If such conditions are unacceptable to Buyer, Buyer may terminate this Agreement. Seller shall have no duty to remedy any such conditions. If Buyer terminates this Agreement, neither party will have any further responsibility except for return to the deposit as provided in subsection 2.B.
  - C. Buyer may obtain a survey of the Property if Buyer wishes to obtain a survey. If the survey discloses any conditions unacceptable to Buyer, Buyer may terminate this Agreement. Seller shall have no duty to remedy any such conditions. If Buyer terminates this Agreement, neither party will have any further responsibility except for return to the deposit as provided in subsection 2.B.

4. Property Condition.

A. 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.

B. Buyer may undertake its own investigations of the Property to determine whether the Property is suitable for Buyer’s intended use. Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller to Buyer in connection with the transaction contemplated by this Agreement. Buyer acknowledges and agrees that all materials, data and information delivered by Seller to Buyer in connection with this transaction are provided to Buyer 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 Buyer shall be at the sole risk of Buyer, except as expressly stated in this Agreement.

C. Buyer or Buyer’s designated agents and contractors may enter upon the Property to undertake such investigations as Buyer determines to be necessary or prudent, including for example and without limitation, any environmental surveys or site assessments, 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. Buyer 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 Buyer’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 Buyer under this Section 4 leave the Property, any boring holes or other damages to the Property occurring from activities under this subsection shall be fully repaired and the Property restored to the condition it was in before that work. This obligation to restore the Property shall survive Closing or any termination of this Agreement.

D. If the survey, assessment, or other investigation reveals a property condition unacceptable to Buyer, Buyer may terminate this Agreement. Seller shall have no duty to remedy any such conditions. If Buyer terminates this Agreement, neither party will have any further responsibility except for return to the deposit as provided in subsection 2.B.

5. Taxes, Assessments, and Utilities. Buyer shall pay all property taxes billed during 2023. Seller will pay all property taxes billed before January 1, 2023. Seller will pay all rates, fees, and charges for any utility services to the Property before closing. Buyer will pay all rates, fees, and charges for any utility services to the Property after closing

6. Closing.

A. Closing will be on a date mutually acceptable to the parties but must occur no later than March 31, 2023. It will be at Buyer’s offices or such other place or by such other arrangement as the parties mutually agree.

B. If Buyer closes on the purchase of the Property, Buyer will have waived all objections to the condition of the Property and all claims related to or may arise from Buyer’s acquisition of the Property. Purchase represents and promises that it has not relied on any statement from Seller or Seller’s officers, employees, or agents about the Property or the Property’s condition. Buyer shall have no recourse against Seller or Seller’s officers, employees, or agents due to any condition of the Property, title to the Property, or anything related to the Property or this transaction. Buyer’s sole remedy will be to terminate this Agreement before closing as provided in this Agreement.

C. At Closing, Seller shall execute and deliver to Buyer: (i) the deed, (ii) a settlement statement prepared in a form and substance acceptable to the parties, and (iii) a resolution of Seller’s board or other proof that

Seller has approved the transaction. At Closing, Buyer shall deliver to Seller: (i) the Purchase Price, less the deposit, (ii) a settlement statement as provided above, and (iii) a resolution of Buyer's City Council approving this Agreement and transaction. The parties will each sign other documents as reasonably required by any title insurance company Buyer might engage to insure title to the Property.

D. Buyer will pay all closing costs, recording fees, and all real estate transfer taxes. Buyer will also pay all title insurance fees, survey costs, costs for environmental investigations, or other amounts Buyer incurs in connection with the transaction. Each party will pay its own attorney fees.

7. Mutual and Respective Representations and Promises.

A. Each party represents and promises the other that it has not engaged a real estate broker or agent and that, to the best of its knowledge, no commission or other payment is due a broker or agent.

B. Each party represents and promises the other that it has taken all actions needed to approve this Agreement and transaction and that the person(s) signing this Agreement on its behalf are fully authorized to do so and to bind it.

C. Seller represents and promises to Buyer that there are no other parties with legal, possessory, or occupancy rights to the Property except for holders of easements or other interests of record.

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

9. 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. This Agreement may be signed in one or more counterparts, all of which are 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 Buyer.

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

**L.L. JOHNSON LUMBER MFG. CO.**

**CITY OF WYOMING**

By: \_\_\_\_\_  
Timothy W. Johnson, President

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

Date signed: \_\_\_\_\_, 2023

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

Date signed: \_\_\_\_\_, 2023

Approved as to form:

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

## STAFF REPORT

Date: February 28, 2023  
Subject: Burton Street Property Purchase Agreement  
From: Nicole Hofert, Community & Economic Development Director  
Scott Smith, City Attorney  
Meeting Date: March 6, 2023

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### **RECOMMENDATION:**

Approve Resolution Approving and Authorizing the Mayor and City Clerk to Sign a Purchase Agreement for 2 Vacant Parcels on Burton Street Using CDBG Program Funds to Provide Property for Affordable Housing.

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

Community – Community is enhanced when vacant lots are developed and needs for affordable housing are met.

Safety – Redeveloped, residentially occupied property can enhance neighborhood appearances and safety.

Stewardship – This uses CDBG program funds in way that meets federal requirements and provides additional affordable housing consistent with CDBG program goals.

### **BUDGET IMPACT:**

CDBG funds are available for this purchase.

### **DISCUSSION:**

The City Council recently adopted a resolution approving an amendment the 2021-2025 Consolidated Housing and Community Development Plan to allow for the purchase of property for redevelopment for use for affordable housing as a new activity under that plan. City staff identified 2 parcels at 1038 and 1042 Burton St SW that meet applicable criteria under the United States Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program requirements for use of CDBG program funds.

An independent fee appraisal of the property determined its fair market value to be \$80,000. The appraiser contacted the property owner allowing the property owner to provide information to the appraiser and allowing the property owner to accompany the appraiser in an inspection of the property if the property owner wished to do so. The appraisal report includes elements required by HUD.

The property owner is willing to sell the property to the city for the appraised value with the city paying all transfer taxes, closing costs, recording fees, and other amounts so that the owner nets the appraised fair market value of the property.

It is intended that the city will convey the property to a nonprofit affordable housing developer for use for affordable housing. That conveyance will likely occur in the 2023-24 fiscal year.

03/06/2023  
City Atty

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

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN A  
PROPERTY RIGHTS EXCHANGE AGREEMENT TO ADD TO A TRAIL SYSTEM

WHEREAS:

1. Part of the city's "city center project" includes extensions to the pedestrian and bicycling trails in the city, one of which is a link between city property adjacent to Pinery Park and Burlingame Ave SW.
2. The owner of that property is willing to convey an easement to the city in exchange for the city's conveyance of a strip of city property along the southern edge of the city department of public works property lying east of the parcel from which the easement will be conveyed.
3. The proposed property rights exchange agreement includes obligations to improve the strip of city property to be conveyed to that property owner, so the conveyed strip of city property is functional for use in the same way as the property to be subject to the easement is currently used by that property owner.
4. Funding for this transaction is part of the funds set aside for the city center project.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Property Rights Exchange Agreement is approved in substantially the form attached as Exhibit A, subject to such changes as the city attorney, city director of community and economic development, and city manager approve.
2. The Mayor and City Clerk are authorized and directed to sign it for the city and city staff is authorized and direct to implement it according to its terms.

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 6, 2023.

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

ATTACHMENTS:

Exhibit A – Property Rights Exchange Agreement  
Staff Report

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

Exhibit A  
**PROPERTY RIGHTS EXCHANGE AGREEMENT**

This Property Rights Exchange Agreement dated as of \_\_\_\_\_, 2023, is between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509-0905 (**City**) and 2528 Burlingame, LLC, a Michigan limited liability company of 2525 Chicago Dr SW, Wyoming, MI 49519 (**Weller**).

RECITALS

A. City is engaged in a city center project that includes redevelopment of private property with more urban development forms and construction of infrastructure consisting one or more pedestrian/bicycling bridges and trails to create a walkable downtown and to link existing neighborhoods, new dwelling units, businesses, and amenities (such as Pinery Park, Wyoming High School, the Wyoming Senior Center, the Wyoming Public Library, city hall, the city's justice center, Grace Christian University, and newly constructed gathering spaces) with one another and with a regional network of trails including the Kent Trails, Millennium Park, the M-6 Trail and, eventually the Grand River Explorer's Trail to Lake Michigan.

B. One leg of these trail improvements requires construction of a trail connecting Pinery Park with the bicycling trail on Porter Street that connects to the Kent Trails.

C. While part of that connection can be constructed on property owned by City and used by City's department of public works, a part of the property owned by Weller at 2528 Burlingame Ave SW (the **Weller Property**) that is depicted and described on the attached **Exhibit A** as the **Easement Area** is needed to complete that connection.

D. Weller is amenable to conveying the Weller Easement to City under the terms of this Agreement that include City's conveyance to Weller of a strip of City-owned property lying along the east property line of the Weller Property as depicted and described on the attached **Exhibit B** as the **City Strip** and other promised City actions.

TERMS AND CONDITIONS

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

1. Easement. Weller will convey to City the Easement in the form attached as Exhibit A. City will pay Weller the sum of \$1.00. Weller may continue to use the Easement Area until City completes the improvements on the City Strip that are required under subsections 2.A and 2.B.

2. City Strip. City will convey the City Strip to Weller by quitclaim deed for the consideration of \$1.00.

A. Not later than 90 days after closing, City, at City's option and without expense to Weller, will either relocate the existing fence along the eastern boundary of the Weller Property to the eastern edge of the City Strip or construct a new fence along the eastern boundary of the City Strip that is similar in design and quality to the existing fence.

B. Not later than 90 days after closing, without cost to Weller, City will pave the portion of the City Strip that can be paved in compliance with applicable City requirements with asphalt paving of a similar thickness and quality as the current paving at the easterly edge of the Weller Property. City will consult with Weller when preparing the plans and specifications for that paving.

C. Without expense to Weller, City will obtain all permits and other governmental approvals needed to undertake and complete the improvements required under the preceding subsections A and B. Weller will cooperate with City in making any applications, consenting to work, attending meetings, or taking other steps needed to obtain those approvals.

3. Closing and Diligence.

A. Closing must occur no later than June 30, 2023, unless extended by mutual agreement of the parties. City will pay the closing costs, including document preparation fees and closing fees. City will pay the cost of recording the easement and deed and all state and county transfer taxes. Each party will pay its own attorneys.

B. If either party wishes to obtain a survey, title assurance, environmental site assessment or undertake any other inspection, examination, or diligence with respect to the Easement Area or City Strip, it may do so between the date of this Agreement and April 30, 2023 and without expense to the other party. If such diligence reveals a condition unacceptable to a party, that party may, with written notice to the other party terminate this Agreement.

4. Representations and Warranties.

A. Weller represents and warrants to City as of the date of this Agreement and through the closing:

1. This Agreement and the conveyance of the easement will not conflict with or breach another Weller contract.
2. When signed, this Agreement and documents related to it are will be legal, valid, and binding on Weller in accordance with their terms and conditions.
3. To the best of Weller's knowledge: (i) there is no pending or threatened litigation, proceeding, lien, or governmental investigation relating to the Easement Area, or condemnation affecting the Easement Area, and (ii) no governmental agency is contemplating condemnation action.
4. Weller is in good standing under the laws of Michigan and has taken all actions to approve this Agreement and the transaction provided for by this Agreement.
5. Since acquiring the Weller Property, Weller has continuously exercised control over and used the Easement Area and treated the Easement Area as its property.

B. City represents and warrants to Weller as of the date of this Agreement and through the closing:

1. This Agreement and the conveyance of the easement will not conflict with or breach another City contract.
2. When signed, this Agreement and documents related to it are will be legal, valid, and binding on City in accordance with their terms and conditions.
3. To the best o City's knowledge: (i) there is no pending or threatened litigation, proceeding, lien, or governmental investigation relating to the City Strip, or condemnation affecting the City Strip, and (ii) no governmental agency is contemplating condemnation action.
4. City is in good standing under the laws of Michigan and has taken all actions to approve this Agreement and the transaction provided for by this Agreement.
5. Since acquiring the City Strip, City has continuously exercised control over and used the City Strip and treated the City Strip as its property.

C. The parties represent and warrant to one another that there are no brokerage fees, commissions, or other amounts due any real estate broker or agent as a result of this Agreement or the transaction provided for in this Agreement. If it is later determined that any such amounts are due, the party responsible for the agency or other relationship causing them to be due shall pay those amounts.

5. Assignment and Benefit. Neither party may assign this Agreement or any rights or obligations under it without the other party's prior written consent. This Agreement is binding on the parties and their permitted successors and assigns. But no other parties are intended beneficiaries of this Agreement.

6. 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.

7. 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. Notices shall be addressed and delivered to addresses first written above.

8. General Provisions.

A. This Agreement is the entire agreement and supersedes all other agreements, representations, and promises between the parties regarding its subject matter. It may be modified only in writing signed by both parties. Both parties had input into drafting and opportunity for advice by legal counsel before signing this Agreement so it shall be construed as mutually drafted. The captions are only for reference and will not affect its interpretation, but the recitals are an integral part of this Agreement. Reference to an officer by title includes that officer's designee(s) and superior(s).

B. The parties may by letters signed after the date of this Agreement agree to interpretations or amplifications of it. If further documentation is reasonably needed to effectuate this Agreement's terms and intent, each party will sign and deliver such further documents without undue delay or condition.

C. This Agreement may be signed in one or more counterparts, all of which will be the same contract and be effective when one or more counterparts are signed by each party and delivered to the other party. Signatures on this Agreement and other documents signed under it may be by facsimile or electronic mail, and the parties will treat facsimile and electronic mail signatures as original signatures.

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

**CITY OF WYOMING**

**2528 BURLINGAME, LLC**

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: \_\_\_\_\_  
Jennifer Baker, Manager

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

Date signed: \_\_\_\_\_, 2023

Date signed: \_\_\_\_\_, 2023

Approved as to form:

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

## Exhibit A

### NONMOTORIZED TRAIL EASEMENT

2528 Burlingame, LLC, a Michigan limited liability company of 2525 Chicago Dr SW, Wyoming, MI 49519 (**Grantor**), in exchange for the payment of \$1.00, the adequacy and receipt of which is acknowledged, quitclaims to the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509-0905 (**City**) a permanent easement in, on, over, and under the real property described and depicted on the attached **Attachment 1** (the **Easement Area**) for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, a pedestrian and bicycling trail, including, for expansion and not for limitation, all appurtenant or related lighting, fencing, seating, shelters, snowmelt and irrigation system, stormwater drainage and conveyance lines and facilities, and other fixtures and facilities, landscaping, artistic or other aesthetic elements, manholes, power lines, meters, access panels, valves, and switches, subject to the following:

1. Except as otherwise provided in this Easement, the Easement area shall be used only for pedestrian, bicycling and other nonmotorized uses. E-bikes and electric wheelchairs and scooters may be used as defined and to the extent allowed under City's ordinances, park rules, and trail rules.
2. City and its contractors, subcontractors and other agents may use motor vehicles within the Easement Area as reasonably needed for constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, and monitoring the trail and for law enforcement and other public safety purposes.
3. Grantor shall have the right to use the portion of the Easement Area from the east right-of-way line of Burlingame Ave SW to a point that is 20 feet north of the existing billboard on Grantor's remaining property at 2528 Burlingame Ave SW, parcel number 41-17-11-301-041, for purposes of changing the messaging on, maintaining, repairing, removing, reinstalling, replacing, or improving that billboard to the extent such work is allowed or not prohibited by applicable laws, rules, regulations, or ordinances.
4. City shall, without expense to Grantor and before the trail is open for public use, construct or install a fence and landscape screening along the southern edge of the Easement Area and install appropriate lighting to illuminate the trail.
5. If the use of Grantor's remaining property at 2528 Burlingame Ave SW, parcel number 41-17-11-301-041, changes to (i) a commercial use that is a restaurant, lodging facility, bicycle shop, store selling food products or pharmaceutical goods, or similar establishment the patrons of which may reasonably be expected to come from the trail or to seek to use the trail, or (ii) a residential use, the fence constructed under the preceding paragraph 5 may be modified to allow direct connection to the trail. Such a modification will be without expense to City and pursuant to plans and using materials first approved by City.
6. City will hold Grantor and Grantor's members, directors, officers, and employees harmless from, indemnify them for, and defend them against all demands, claims, lawsuits, or other proceedings for personal injuries or property damages suffered by City, City's officer or employees, City's contractors or other agents, or trail users, except to the extent such injuries or property damages result from the negligence, gross negligence, carelessness, recklessness, or wrongdoing of Grantor or Grantor's members, directors, officers, employees, contractors, or other agents.
7. City's rights may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives. City may assign this easement to any successor of City or other entity owning the trail and appurtenant or otherwise related components.

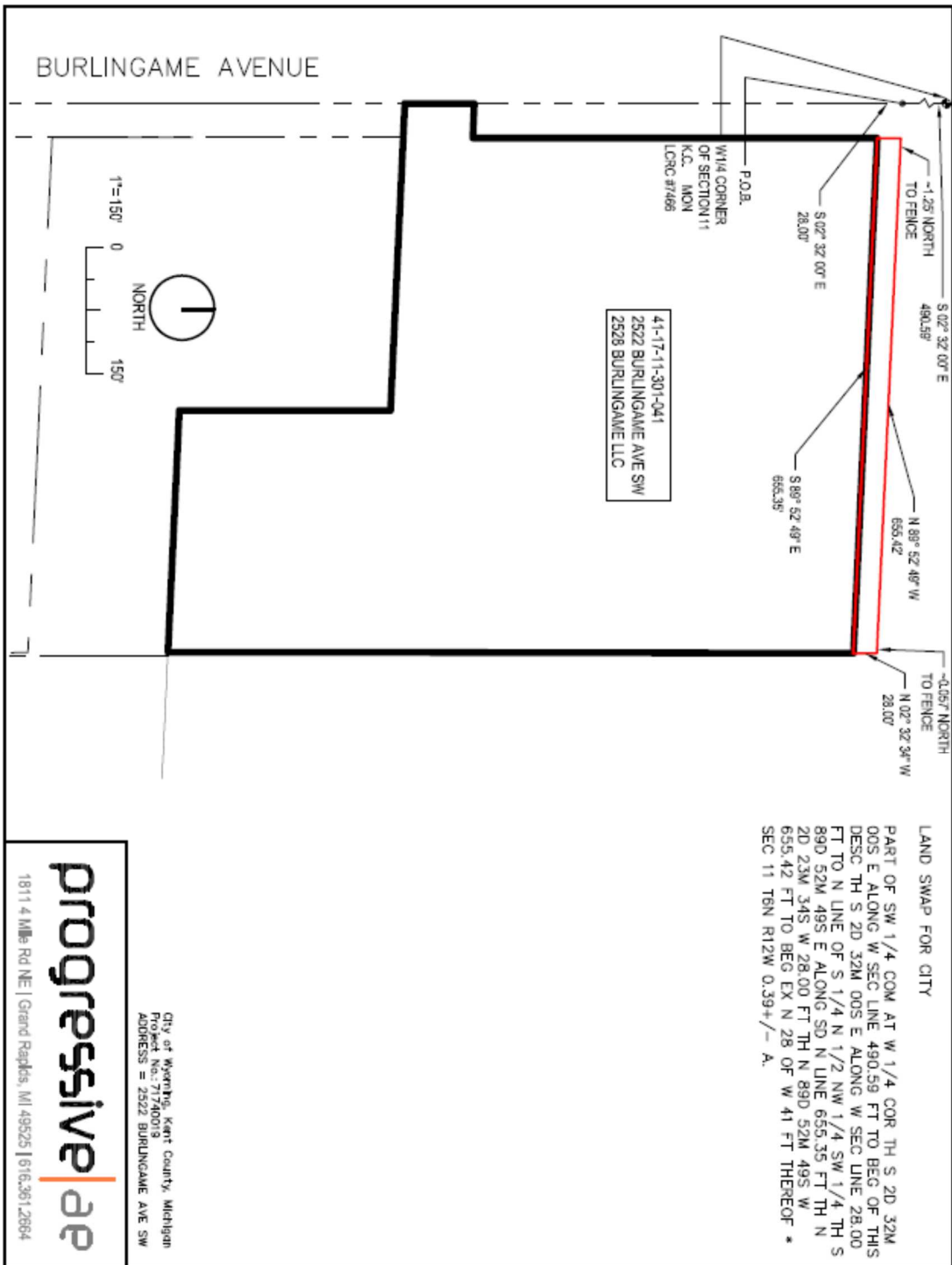
8. This easement shall run with land as a perpetual easement and shall be binding on Grantor and Grantor's successors, heirs, assigns and all owners of the property upon which the Easement Area is located. "Grantor" includes Grantor as identified above and its successors, heirs, assigns and all other owners of the property upon with the easement is located.

<p><b>2528 BURLINGAME, LLC</b></p> <p>By: _____ Jennifer Baker, Manager</p>	<p>STATE OF MICHIGAN COUNTY OF KENT Acknowledged before me in Kent County, Michigan, on _____, 2023, by Jennifer Baker.</p> <p>_____, Notary Public _____ County, Michigan Acting in Kent County, Michigan My commission expires: _____</p>
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**Exempt from transfer taxes under MCL 207.526(a) & MCL 207.505(a).**

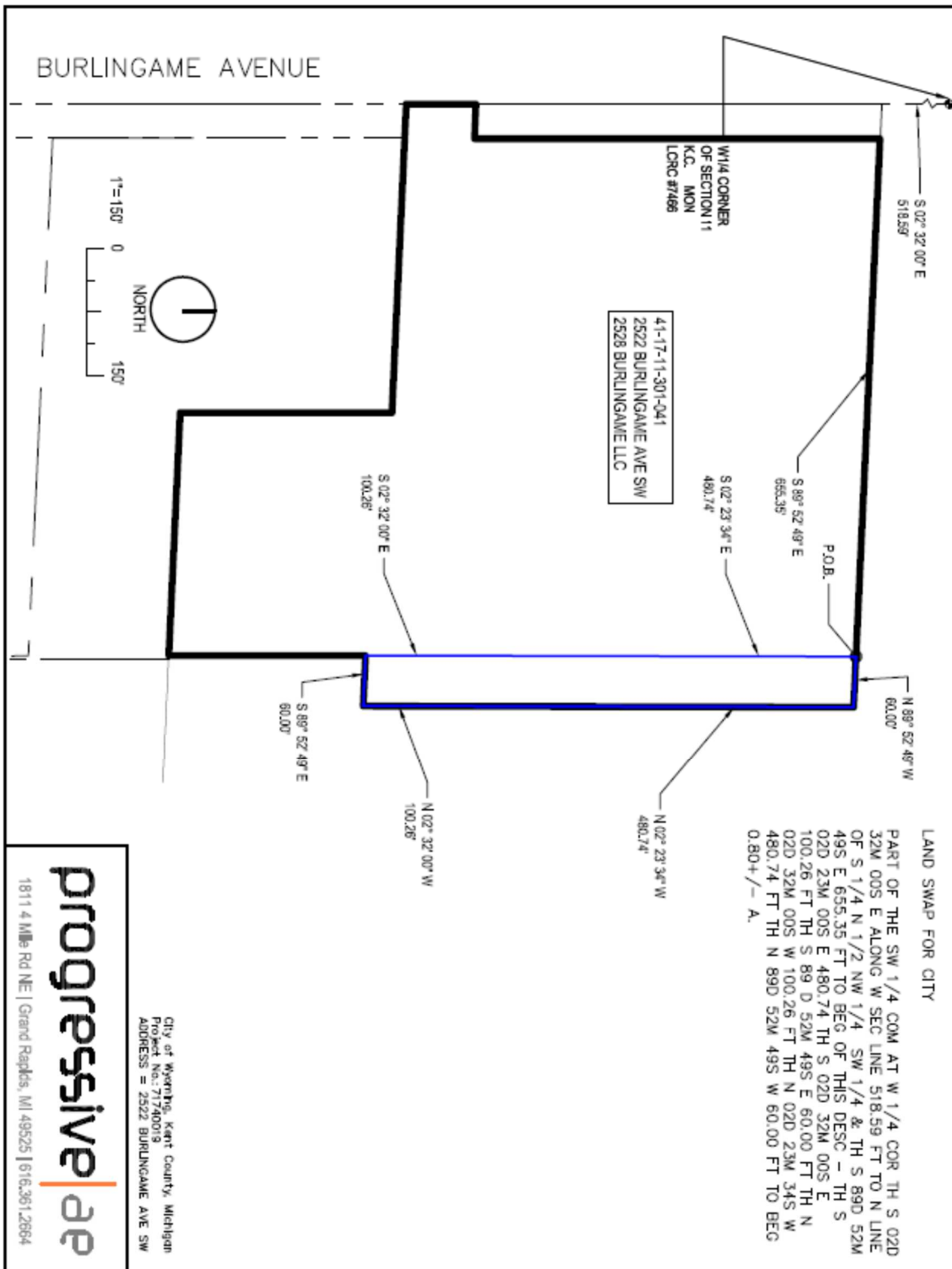
<p>Drafted by: Scott G. Smith, City Attorney 2650 DeHoop Ave SW, B-Suite Wyoming, MI 49509</p>	<p>Legal Description prepared by: Progressive AE 1811 4 Mile Rd NE Grand Rapids, MI 49525</p>	<p>When recorded, return to: Kelli A. VandenBerg, City Clerk 1155 28<sup>th</sup> St SW Wyoming, MI 49509-0905</p>
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**ATTACHMENT 1**  
**Depiction and Description of Easement Area**



2174002103 WPPCS DISCIPLINE/Easement/Walker Property Address Possession

**Exhibit B**  
**Depiction and Description of City Strip**



2471740018 W/4 CORNER OF SECTION 11 K.C. MON LORC #7466

## STAFF REPORT

Date: February 28, 2023  
Subject: Transaction with Weller family entities  
From: Nicole Hofert, Community & Economic Development Director  
Scott Smith, City Attorney  
Meeting Date: March 6, 2022

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### RECOMMENDATION:

Approve the following 2 resolutions:

Resolution Approving and Authorizing the Mayor and City Clerk to Sign a Property Rights Exchange Agreement to Add to Trail System.

Resolution Approving and Authorizing the Mayor and City Clerk to Sign a Purchase Agreement to Sell a Small Parcel of City Property.

### COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is enhanced with (i) increased recreational trail connections, (ii) more productive use of underutilized property, and (iii) mutually beneficial arrangements that retain businesses and enhance their abilities to expand.

Safety – Off-road pedestrian and cycling pathways connecting to existing and planned trails enhance the safety of pedestrians and cyclists.

Stewardship – This mutually beneficial arrangement will place more property on city tax rolls and provides an economical way to expand the city trail network.

### BUDGET IMPACT:

Funds are set aside for the property rights exchange. The purchase agreement results in payment to the city.

### DISCUSSION:

These transactions are unrelated, but nevertheless explained in a single staff report because the same extended family owns the two business entities involved in the transactions.

The city needs an easement along the north end of the property at 2528 Burlingame Ave SW to connect the pedestrian/bicycling trail to be constructed on Pinery Park and City department of public works property with Burlingame Ave and to the bicycling lane in Porter Street that connects to the Kent Trails, Millennium Park, and, eventually, via the planned “greenway” to Lake Michigan. The owner of the affected property is willing to convey that easement if the city provides it replacement property from the adjacent city public works site and include in that exchange the needed improvements to the replacement property so that it can functionally be used by the property owner in the same way the property owner is currently using the strip to be subject to become the city trail. When constructing the trail, the city will also fence it and screen it to both enhance the experience of trail users and help secure the property owner’s business premises.

The owner of the property at 2500 Chicago Drive wishes to significantly expand its building to accommodate its growing business needs. It seeks to buy a triangular slice of the adjacent city property to make that expansion possible. The city originally acquired that property by eminent domain for highway interchange that will not be constructed. While that city property is adjacent to Lamar Park, the slice to be conveyed to the adjacent property owner will not impair any current to contemplated uses of the city property remaining after that conveyance. The property owner will pay an amount estimated to be the fair market value of the slice of property and pay all closing and other transactional costs.

03/06/2023  
City Atty

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

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN A  
PURCHASE AGREEMENT TO SELL A SMALL PARCEL OF CITY PROPERTY

WHEREAS:

1. Many years ago, the city acquired by eminent domain certain property along Byron Center Ave SW near Chicago Dr SW for use in a contemplated highway interchange.
2. That interchange was never developed and is not expected to be developed.
3. The owner of adjacent property seeks a portion of the property the city now owns to accommodate an expansion of its building to expand its business.
4. The proposed purchase agreement will provide for the sale of triangular-shaped parcel about 12,800 square feet in area at a value estimated by city staff to be the fair market value for that parcel.
5. The sale of the parcel to the adjacent property owner will not impair the city’s current or contemplated uses of the adjoining remaining city property.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Purchase Agreement is approved in substantially the form attached as Exhibit A, subject to such changes as the city attorney, city director of community and economic development, and city manager approve.
2. The Mayor and City Clerk are authorized and directed to sign it for the city and city staff is authorized and direct to implement it according to its terms.

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 6, 2023.

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

ATTACHMENTS:  
Exhibit A – Property Rights Exchange Agreement  
Staff Report

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

Exhibit A  
**PURCHASE AGREEMENT**

This Purchase Agreement (this **Agreement**) is made as of \_\_\_\_\_, 2023 (**Effective Date**), between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509 (**Seller**) and Sons Property Holdings, LLC, a Michigan limited liability company 4363 Walnut Dale Dr, Dorr, MI 49323 (**Purchaser**).

RECITALS

- A. Seller owns real property located in the City of Wyoming, Kent County, Michigan, more particularly described and depicted on the attached **Exhibit A** (the **Property**).
- B. Purchaser wishes to purchase the Property from Seller to expand the industrial use on Purchaser's adjoining property at 2500 Chicago Dr SW, PP #41-17-09-276-022, (the **Adjoining Property**).
- C. Seller wishes to sell the Property to Purchaser and facilitate Purchaser's expansion on the Adjoining Property.

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 \$1.85 per square foot. The estimated area of the Property, subject to survey verification, is 12,280 square feet for a total Purchase Price of \$22,718 which is payable in full at closing.
- 3. Title and Survey.
  - A. Seller will convey title at the closing by quit-claim deed.
  - B. Seller will not provide title insurance, an abstract, or any other assurance of title. If Purchaser wishes to obtain any such assurance of title, it may do so without expense to Seller. Purchaser may undertake any due diligence regarding title and other conditions that a title insurance commitment, abstract and/or survey might reveal. If such conditions are unacceptable to Purchaser, Purchaser may terminate this Agreement. Seller shall have no duty to remedy any such conditions.
  - C. Purchaser shall obtain a surveyed legal description for the Property and provide it to Seller.
- 4. Property Condition.
  - A. 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.
  - B. Purchaser may undertake its own investigations of the Property to determine whether the Property is suitable for Purchaser's intended use. 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. 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 4 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.

5. Taxes, Assessments, and Utilities. The Property is currently exempt from property taxation and there are no special assessments levied against the Property. The Property is not served by utilities and there are no utility charges against the Property.

6. Closing.

A. Closing will be on a date mutually acceptable to the parties but must occur no later than December 21, 2023. It will be at Seller's offices or such other place or by such other arrangement as the parties mutually agree.

B. If Purchaser closes on the purchase of the Property, Purchaser will have waived all objections to the condition of the Property and all claims related to or may arise from Purchaser's acquisition of the Property. Purchaser represents and promises that it has not relied on any statement from Seller or Seller's officers, employees, or agents about the Property or the Property's condition. Purchaser shall have no recourse against Seller or Seller's officers, employees, or agents due to any condition of the Property, title to the Property, or anything related to the Property or this transaction. Purchaser's sole remedy will be to terminate this Agreement before closing as provided in this Agreement.

C. At Closing, Seller shall execute and deliver to Purchaser: (i) the quitclaim deed, (ii) a settlement statement prepared in a form and substance acceptable to Seller's attorney, and (iii) a resolution of Seller's city council authorizing this Agreement. At Closing, Purchaser shall deliver to Seller: (i) the Purchase Price, and (ii) a settlement statement as provided above.

D. Purchaser will pay all closing costs, recording fees, and, if any, real estate transfer taxes.

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

8. 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. 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.

D. This Agreement does not obligate Seller or Seller's officers, employees, board or commission members, or agents to approve any plans for, or development or use of the Property or Adjoining Property.

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

**CITY OF WYOMING**

**SONS PROPERTY HOLDINGS, LLC**

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: \_\_\_\_\_  
Harry T. Weller, Member

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

Date signed: \_\_\_\_\_, 2023

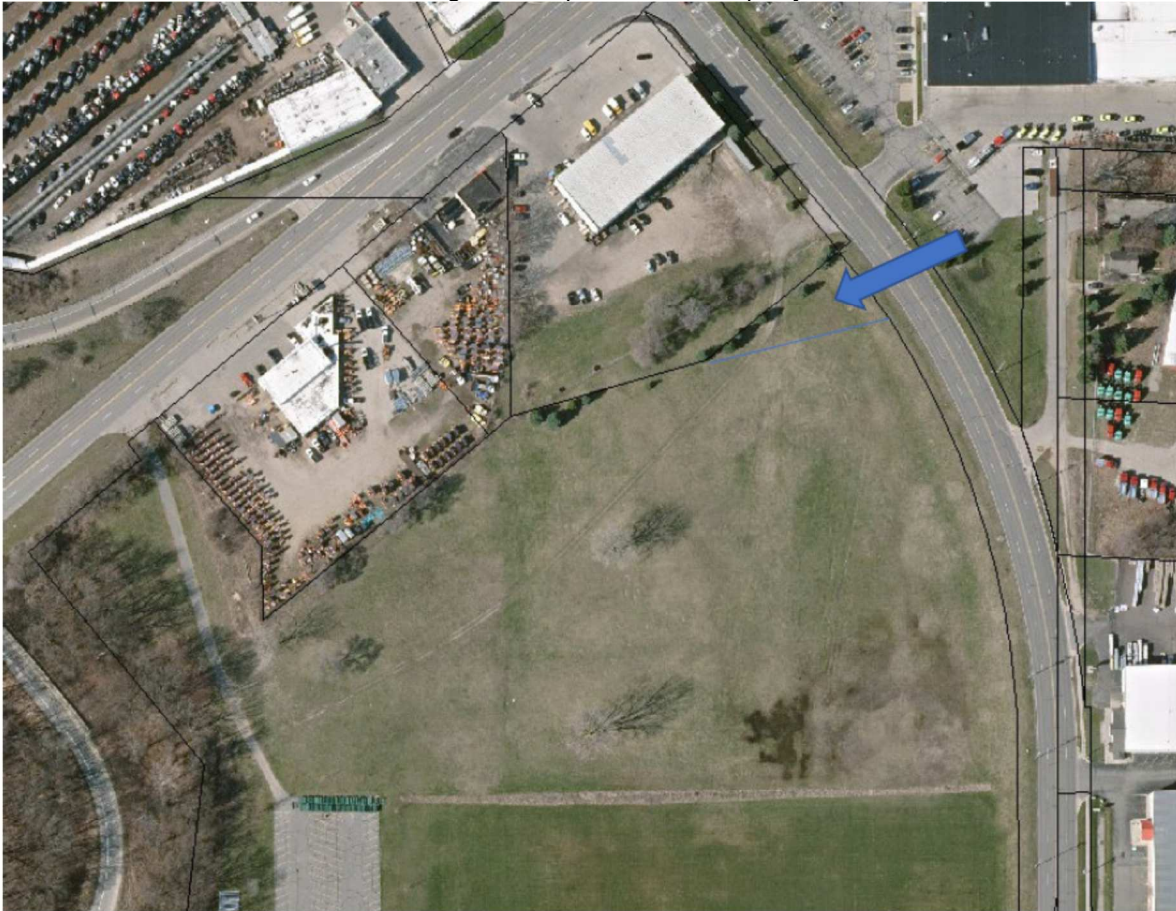
Date signed: \_\_\_\_\_, 2023

Approved as to form:

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

EXHIBIT A

Legal Description of the Property



## STAFF REPORT

Date: February 28, 2023  
Subject: Transaction with Weller family entities  
From: Nicole Hofert, Community & Economic Development Director  
Scott Smith, City Attorney  
Meeting Date: March 6, 2022

---

### RECOMMENDATION:

Approve the following 2 resolutions:

Resolution Approving and Authorizing the Mayor and City Clerk to Sign a Property Rights Exchange Agreement to Add to Trail System.

Resolution Approving and Authorizing the Mayor and City Clerk to Sign a Purchase Agreement to Sell a Small Parcel of City Property.

### COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is enhanced with (i) increased recreational trail connections, (ii) more productive use of underutilized property, and (iii) mutually beneficial arrangements that retain businesses and enhance their abilities to expand.

Safety – Off-road pedestrian and cycling pathways connecting to existing and planned trails enhance the safety of pedestrians and cyclists.

Stewardship – This mutually beneficial arrangement will place more property on city tax rolls and provides an economical way to expand the city trail network.

### BUDGET IMPACT:

Funds are set aside for the property rights exchange. The purchase agreement results in payment to the city.

### DISCUSSION:

These transactions are unrelated, but nevertheless explained in a single staff report because the same extended family owns the two business entities involved in the transactions.

The city needs an easement along the north end of the property at 2528 Burlingame Ave SW to connect the pedestrian/bicycling trail to be constructed on Pinery Park and City department of public works property with Burlingame Ave and to the bicycling lane in Porter Street that connects to the Kent Trails, Millennium Park, and, eventually, via the planned “greenway” to Lake Michigan. The owner of the affected property is willing to convey that easement if the city provides it replacement property from the adjacent city public works site and include in that exchange the needed improvements to the replacement property so that it can functionally be used by the property owner in the same way the property owner is currently using the strip to be subject to become the city trail. When constructing the trail, the city will also fence it and screen it to both enhance the experience of trail users and help secure the property owner’s business premises.

The owner of the property at 2500 Chicago Drive wishes to significantly expand its building to accommodate its growing business needs. It seeks to buy a triangular slice of the adjacent city property to make that expansion possible. The city originally acquired that property by eminent domain for highway interchange that will not be constructed. While that city property is adjacent to Lamar Park, the slice to be conveyed to the adjacent property owner will not impair any current to contemplated uses of the city property remaining after that conveyance. The property owner will pay an amount estimated to be the fair market value of the slice of property and pay all closing and other transactional costs.

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

RESOLUTION TO AWARD A BID  
FOR CONCRETE REPLACEMENT (2023-2025)  
TO ELLIS MCCLAIN CONSTRUCTION LLC

WHEREAS:

1. On Tuesday, February 21, 2023, the City received three bids for concrete replacement.
2. The Public Works Department recommends that the City Council award the Concrete Replacement bid for Areas 2 and 3 to the low bidder, Ellis McClain Construction LLC for calendar years 2023, 2024 and 2025 at the unit pricing shown on the Bid Tabulations.
3. The cost of concrete replacement is anticipated to be approximately \$275,000 for work performed during the 2023 calendar year. Sufficient funds are available in the street, sidewalk, sewer and water maintenance accounts: 202-441-46300-930.000, 203-441-46300-930.000, 211-441-44210-930.000, 590-441-54200-930.000, 591-441-56200-930.000 and 591-441-56700-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid for Concrete Replacement to Ellis McClain Construction LLC for calendar years 2023, 2024 and 2025.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract for Concrete Replacement (2023-2025).

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 6, 2023.

---

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract Form – Ellis McClain Construction

## STAFF REPORT

Date: February 23, 2023

Subject: Bid Award – Concrete Replacement (2023-2025)

From: Jodie Theis, Public Services Supervisor

Meeting Date: March 6, 2023

---

### RECOMMENDATION:

The Public Works Department recommends that the City Council award the Concrete Replacement Bid for Areas 2 and 3 to the low bidder, Ellis McClain Construction LLC, for calendar years 2023, 2024 and 2025 at the unit pricing shown on the following Bid Tabulation sheet. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract.

### COMMUNITY, SAFETY, STEWARDSHIP:

The Public Works Department replaces concrete on the City's streets, curbs, drives, sidewalks and other infrastructure that has been damaged by weather, degradation or utility failures throughout the year. The use of a subcontractor to perform some of the concrete replacement assists Public Works staff in providing quicker repairs.

### DISCUSSION:

On Tuesday, February 21, 2023, the City received three bids for concrete replacement. Invitations to bid were sent to 68 bidders, and bid specifications were picked up by three potential bidders. The low bid for Areas 2 and 3 was received from Ellis McClain Construction LLC. Area 1 concrete replacement is performed by Public Works staff.

For Areas 2 and 3, the unit pricing for 30" curb and gutter is a decrease of 48% from last year's unit price. The unit price for 30" gutter pan is a decrease of 50% from last year's unit price. The unit price for 4" sidewalk is an increase of 36% from last year's unit price. The unit price for 4" drive approach is an increase of 21% from last year's unit price. The unit price for 8" commercial sidewalk is an increase of 15% from last year's unit price. The unit price for 8" commercial drive approach is an increase of 18% from last year's unit price, and the unit /price for removal of concrete is a decrease of 93% from last year's unit price. Surcharge for root jobs was not previously a bid item.

It is anticipated that the City will spend approximately \$275,000 on concrete replacement for the 2023 calendar year.

### BUDGET IMPACT:

Sufficient funds are available in the street, sidewalk, sewer and water maintenance accounts: 202-441-46300-930.000, 203-441-46300-930.000, 211-441-44210-930.000, 590-441-54200-930.000, 591-441-56200-930.000, 591-441-56700-930.000 and 591-441-57400-930.000.

**BID TABULATIONS:**

City of **Wyoming** Michigan

TABULATION OF BIDS  
 FOR CONCRETE REPLACEMENT (2023-2025) - BID # 2107  
 OPENED BY THE CITY CLERK ON FEBRUARY 21, 2023 AT 11:00 A.M. O'CLOCK

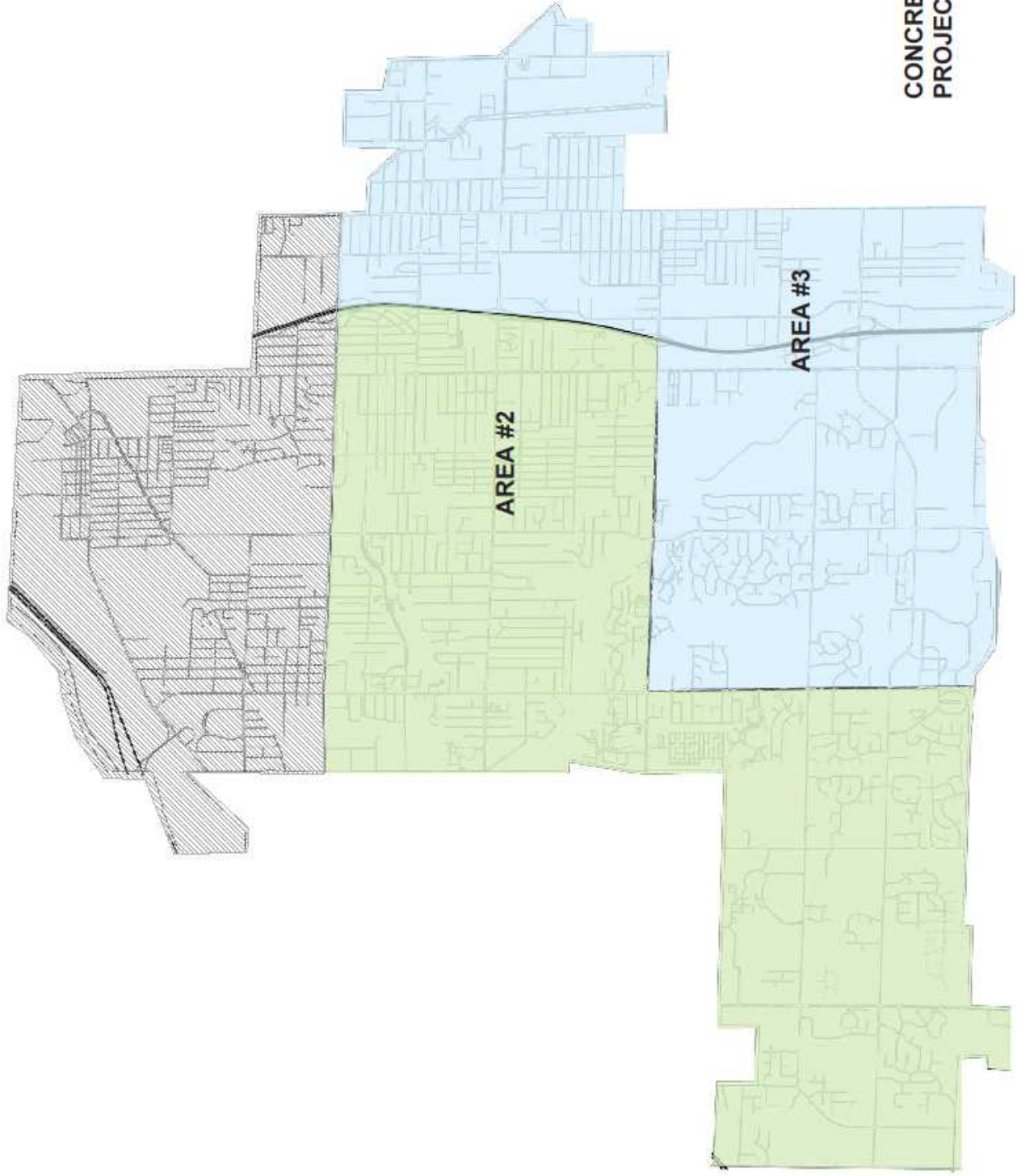
	Pay Item	Cost per Unit	A-1 Asphalt			Ellis McClain Construction			Epic Excavating		
			2023 Unit Cost	2024 Unit Cost	2025 Unit Cost	2023 Unit Cost	2024 Unit Cost	2025 Unit Cost	2023 Unit Cost	2024 Unit Cost	2025 Unit Cost
AREA #2	30" Curb and Gutter	\$/LF	\$ 58.00	\$ 61.00	\$ 64.00	\$ 23.50	\$ 24.50	\$ 25.50	\$ 55.00	\$ 55.00	\$ 60.00
	30" Gutter Pan	\$/LF	\$ 58.00	\$ 61.00	\$ 64.00	\$ 22.50	\$ 23.50	\$ 24.50	\$ 56.00	\$ 62.00	\$ 66.00
	4" Concrete Sidewalk	\$/SQ. FT.	\$ 9.50	\$ 10.00	\$ 10.50	\$ 9.90	\$ 10.90	\$ 11.90	\$ 8.00	\$ 9.00	\$ 10.00
	4" Concrete Non-Reinforced	\$/SQ. FT.	\$ 9.50	\$ 10.00	\$ 10.50	\$ 10.00	\$ 11.00	\$ 12.00	\$ 7.50	\$ 8.50	\$ 9.50
	8" Commercial Sidewalk	\$/SQ. FT.	\$ 15.30	\$ 16.10	\$ 16.90	\$ 13.50	\$ 14.50	\$ 15.00	\$ 12.00	\$ 14.00	\$ 16.00
	8" Commercial Drive Approach	\$/SQ. FT.	\$ 15.30	\$ 16.10	\$ 16.90	\$ 13.90	\$ 14.90	\$ 15.90	\$ 15.00	\$ 18.00	\$ 20.00
	Remove Concrete	\$/SQ. YD.	\$ 36.00	\$ 37.80	\$ 39.70	\$ 1.90	\$ 2.90	\$ 3.90	\$ 45.00	\$ 50.00	\$ 55.00
	Surcharge For Root Job	PER ADDRESS	\$ 150.00	\$ 157.00	\$ 165.00	\$ 50.00	\$ 75.00	\$ 100.00	No Bid		

AREA #3	30" Curb and Gutter	\$/LF	\$ 58.00	\$ 61.00	\$ 64.00	\$ 23.50	\$ 24.50	\$ 25.50	\$ 55.00	\$ 55.00	\$ 60.00
	30" Gutter Pan	\$/LF	\$ 58.00	\$ 61.00	\$ 64.00	\$ 22.50	\$ 23.50	\$ 24.50	\$ 56.00	\$ 62.00	\$ 66.00
	4" Concrete Sidewalk	\$/SQ. FT.	\$ 9.50	\$ 10.00	\$ 10.50	\$ 9.90	\$ 10.90	\$ 11.90	\$ 8.00	\$ 9.00	\$ 10.00
	4" Concrete on-Reinforced	\$/SQ. FT.	\$ 9.50	\$ 10.00	\$ 10.50	\$ 10.00	\$ 11.00	\$ 12.00	\$ 7.50	\$ 8.50	\$ 9.50
	8" Commercial Sidewalk	\$/SQ. FT.	\$ 15.30	\$ 16.10	\$ 16.90	\$ 13.50	\$ 14.50	\$ 15.00	\$ 12.00	\$ 14.00	\$ 16.00
	8" Commercial Drive Approach	\$/SQ. FT.	\$ 15.30	\$ 16.10	\$ 16.90	\$ 13.90	\$ 14.90	\$ 15.90	\$ 15.00	\$ 18.00	\$ 20.00
	Remove Concrete	\$/SQ. YD.	\$ 36.00	\$ 37.00	\$ 39.70	\$ 1.90	\$ 2.90	\$ 3.90	\$ 45.00	\$ 50.00	\$ 55.00
	Surcharge For Root Job	PER ADDRESS	\$ 150.00	\$ 157.00	\$ 165.00	\$ 50.00	\$ 75.00	\$ 100.00	No Bid		

Maximum # of Areas to Maintain	2	2	2
Preferred Area	Both	Both	No Preference
# of Additional Working Days (If necessary)	None	No Response	None

**ATTACHMENTS:**

Concrete Replacement Project Map



**CONCRETE REPLACEMENT  
PROJECT MAP**



## CONTRACT FORM

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 CONCRETE REPLACEMENT (2023 – 2025)

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:

Ellis McClain Construction, LLC  
LEGAL NAME OF COMPANY

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

Construction 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

1120 Madison Ave SE  
STREET ADDRESS

Corand Rapids                      MI                      49507  
CITY    STATE    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. Waived or modified specifications are as follows:  
  
No payment bond is required. No performance bond or other form of performance assurance is required.
4. 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: \_\_\_\_\_  
Kent Vanderwood, Mayor

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

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

**Contractor**

By: \_\_\_\_\_  
Signature of Bidder

Ellis McClain  
Printed Name of Bidder

Owner  
Title

Date signed: 02/21/2023

Approved as to form:

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



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

RESOLUTION TO CANCEL PREVIOUSLY APPROVED PURCHASE OF FORD POLICE VEHICLES AND TO APPROVE THE PURCHASE OF DODGE POLICE PATROL VEHICLES

WHEREAS:

1. By Resolution No. 27420 adopted July 5, 2022, the City Council approved the purchase of 6 Ford police patrol vehicles.
2. City staff has been informed that delivery of those vehicles is delayed for 12 months and the price of those vehicles is increasing by \$54,396.00.
3. City staff has determined that Dodge police patrol vehicles can be delivered sooner at a total cost that is \$44,100.00 less than the total cost of the Ford vehicles.
4. Staff therefore recommends canceling the order for the Ford vehicles and purchasing 6 Dodge Durango pursuit police patrol vehicles using MiDEAL contract pricing from LaFontaine CDJR of Lansing, Inc. in the total estimated amount of \$233,820.00.
5. Funds are budgeted in account number 662-441-58500-985.000.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. City staff is authorized and directed to cancel and terminate the previously approved purchase of the 6 Ford Police Interceptors from Signature Ford. Resolution No. 27420 adopted July 5, 2022 is rescinded.
2. The purchase of 6 Dodge Durango Pursuit police patrol vehicles from LaFontaine CDJR of Lansing, Inc. using MiDEAL contract pricing in the total estimated amount of \$233,820.00 is approved and the Interim City Manager and other city staff are authorized and directed to take all actions needed to complete that purchase including signing any required contracts or other documents on the city’s behalf.
3. Pursuant to section 2-258 of the Code of Ordinances, City of Wyoming, Michigan (“City Code”), because the state of Michigan’s MiDEAL contract for the Dodge vehicles was made after a bid process substantially similar to that provided in City Code sections 22-252, 2-253, 2-254 and 2-256, the requirements for bidding by the city are waived.

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 6, 2023.

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

ATTACHMENTS:

- Staff Report
- Quote

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

## STAFF REPORT

Date: February 13, 2023  
Subject: Police Patrol Vehicle Order Cancellation and Purchase from Alternate Supplier  
From: Donald Roest, Fleet Services Supervisor  
Meeting Date: March 6, 2023

---

### **RECOMMENDATIONS:**

It is recommended that the City Council authorize the cancellation of the police patrol vehicle order from Signature Ford and authorize the purchase of six Dodge Durango Pursuit police patrol vehicles from LaFontaine CDJR of Lansing, Inc. in the amount of \$233,820 utilizing MiDeal Contract # 071B7700183.

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

The purchase of alternate police patrol vehicles due to significant price increases and extended delivery timeframes will ensure police staff have the appropriate vehicles to continue to provide high quality service and safety to all residents of the community. Utilizing cooperative purchasing agreements saves staff time and expense.

### **DISCUSSION:**

On July 5, 2022, the City Council approved, by Resolution 27420, the purchase of six Ford Police Interceptors from Signature Ford in the amount of \$223,524.00. Signature Ford indicated that vehicles would be delivered by mid-November. However, on December 12, Signature Ford informed us that Ford Motor Company would not be able to produce the 2022 models due to the lack of availability of computer chips, other manufacturing parts, and staffing. Additionally, they increased the price by \$54,396.00 and extended the delivery time by 12 additional months.

Following this, Fleet staff worked with Police staff to identify and evaluate alternative, comparable patrol vehicles. The Dodge Durango Pursuit vehicles were identified as a viable alternative, and pricing was obtained from LaFontaine CDJR of Lansing using MiDeal Contract # 071B7700183. Total cost for these vehicles will be \$233,820.00, \$44,100.00 less than the revised Ford order. Additionally, these vehicles will be available in 4 months or sooner.

Therefore, staff are requesting City Council authorize the cancellation of the vehicle order from Signature Ford and authorize the purchase of replacement vehicles from LaFontaine CDJR. Cancellation of the order from Signature Ford will not result in any negative impact to the City.

### **BUDGET IMPACT:**

Sufficient funds have been budgeted in the Motor Pool Capital Outlay Account 662-441-58500-985.000.



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

RESOLUTION TO CONCUR WITH TESTING AND CERTIFICATION  
OF THE CITY FIRE HOSES, LADDERS, AND AERIAL DEVICES AND  
AUTHORIZE PAYMENT TO NATIONAL HOSE TESTING SPECIALITIES, INC.

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the testing and certification of the City fire hoses, ladders, and aerial devices by National Hose Testing Specialties, Inc. in the total amount of \$9,364.50.
2. Funds are budgeted in account number 101-337-33900-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council concurs with testing and certification of the City fire hoses, ladders, and aerial devices in the total amount of \$9,364.50.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 6, 2023.

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

ATTACHMENTS:

Staff Report  
Invoices

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

## STAFF REPORT

Date: February 8, 2023

Subject: Concur with Fire Hose, Ladders, and Aerial Devices Testing

From: Brian Bennett, Fire Chief

Meeting Date: March 6, 2023

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### **RECOMMENDATION:**

It is recommended that City Council concur with annual testing and certification of the City fire hoses, ladders, and aerial devices by National Hose Testing Specialties, Inc. in the total amount of \$9,364.50.

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

Fire hose, ladder and aerial testing and certification is completed yearly. Testing and certification insurers that our equipment meets standards set by the National Fire Protection Association, Inc. and ready to assist the citizens and businesses of Wyoming.

### **DISCUSSION:**

No other quotes were received because they are the only company that performs hose, ladder, and aerial testing in the State of Michigan. National Hose Testing Specialties, Inc. offers fire hose, ladder, and aerial device testing.

National Hose Testing Specialties, Inc. has performed our testing for the last three years and are familiar with our equipment.

Contracts are attached.

### **BUDGET IMPACT:**

Sufficient funds have been budgeted in the Motor Pool repairs and maintenance account 101.337.33900.930.000.



National Hose Testing Specialties, Inc.  
 P.O. Box 1024  
 Dallas, OR 97338  
 Phone (503) 623-9422 Fax (503) 623-7424

# INVOICE

## 00864

Job # 22-25864

DATE: OCTOBER 21, 2022

**TO: WYOMING FIRE DEPARTMENT**

Attn: Accounts Payable  
 2660 Burlingame Ave. SW  
 Wyoming, MI 49509

**REMIT TO:**

National Hose Testing Specialties, Inc.  
 P.O. Box 1024  
 Dallas, OR 97338  
 (503) 623-9422

Qty	DESCRIPTION	UNIT PRICE	TOTAL
388 ft.	2022 Ground Ladder Testing	\$2.25/ft.	\$873.00
12	Heat Sensors Installed	\$2.50/ea.	\$30.00
1	2022 Annual Aerial Testing – 2016 Pierce 107' Aerial Ladder		\$650.00
THANK YOU FOR YOUR BUSINESS!!			
SUBTOTAL			\$1,553.00
TOTAL DUE			\$1,553.00

Make all checks payable to National Hose Testing Specialties, Inc. Visa Accepted.

If you have any questions concerning this invoice, contact Anna Ficek, (503) 623-9422, [anna@nhts.com](mailto:anna@nhts.com)

TERMS: Full payment is due within 30 days of date of this invoice. Past due accounts will be charged 1.5% per month, 18% annually.

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



National Hose Testing Specialties, Inc.  
 P.O. Box 1024  
 Dallas, OR 97338  
 Phone (503) 623-9422 Fax (503) 623-7424

# INVOICE

## 30491

Job # 22-20491

DATE: OCTOBER 24, 2022

**TO: WYOMING FIRE DEPARTMENT**

Attn: Accounts Payable  
 2660 Burlingame Ave. SW  
 Wyoming, MI 49509

**REMIT TO:**

National Hose Testing Specialties, Inc.  
 P.O. Box 1024  
 Dallas, OR 97338  
 (503) 623-9422

Qty	DESCRIPTION	UNIT PRICE	TOTAL
22,975 ft.	2022 Fire Hose Testing	\$.34/ft.	\$7,811.50
	THANK YOU FOR YOUR BUSINESS!!		
		SUBTOTAL	\$7,811.50
		TOTAL DUE	\$7,811.50

Make all checks payable to National Hose Testing Specialties, Inc. Visa Accepted.

If you have any questions concerning this invoice, contact Anna Ficek, (503) 623-9422, [anna@nhts.com](mailto:anna@nhts.com)

TERMS: Full payment is due within 30 days of date of this invoice. Past due accounts will be charged 1.5% per month, 18% annually.

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

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

RESOLUTION TO AUTHORIZE THE PURCHASE OF PLUMBING SUPPLIES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of plumbing supplies from ETNA Supply–Grand Rapids and Ferguson Waterworks.
2. Funds are available in various departmental accounts and will be charged to the appropriate account at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of plumbing supplies from ETNA Supply–Grand Rapids and Ferguson Waterworks.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 6, 2023.

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

ATTACHMENTS:

Staff Report

Quotes

## STAFF REPORT

Date: February 22, 2023  
Subject: Plumbing Supplies  
From: Dan Kleinheksel, Utility Maintenance Manager  
Date of Meeting: March 6, 2023

---

### RECOMMENDATION:

It is recommended the City Council authorize the purchase of plumbing supplies from ETNA Supply and Ferguson Waterworks for the Clean Water Plant and the Water Treatment Plant.

### COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of the utility plants contributes to the efficiency of the equipment and to the prevention of untimely and costly repairs that could potentially interrupt the day-to-day operations of the Clean Water Plant and the Water Treatment Plant. Maintaining both utility plants with quality parts from a reputable supplier keeps costs low while increasing the life of the equipment.

### DISCUSSION:

The Clean Water Plant and the Water Treatment Plant use a considerable amount of consumable plumbing and pipe supplies to perform in-house pump replacements, repair leaks, and replacement of common items such as pipes, valves, and fittings. The installation of new plumbing parts is an essential aspect of maintenance responsibilities at both utility plants

Due to the market conditions of parts availability and pricing volatility, quotes were requested from five plumbing suppliers with locations in Wyoming and Holland. Upon review of the four quotes received, ETNA Supply and Ferguson Waterworks provided the lowest competitive pricing with each supplier having better pricing on certain items. Both ETNA Supply and Ferguson Waterworks are reputable companies that have provided excellent service. Therefore, based on plant needs, pricing, and availability, plant staff will determine the most advantageous supplier at the time of purchase.

Supplier	Items Quoted	Total Amount
ETNA Supply	59	\$17,808.29
Ferguson Waterworks	61	\$18,498.92
Galloup	55	\$19,894.69
Macomb Group	50	\$15,652.00

### BUDGET IMPACT:

Annual expenditures for plumbing supplies are an estimated total amount of \$30,000 for the utility plants. Adequate funds exist and have been budgeted for in various Clean Water Plant and Water Treatment Plant accounts including 591-591-55300-775.000, 591-591-55900-775.000, 591-591-55800-775.000, 591-591-56100-775.000, 590-590-54300-775.000, 590-590-54800-775.000 & 590-590-54801-775.000.



ETNA SUPPLY - GRAND RAPIDS  
 4901 CLAY AVENUE SW  
 GRAND RAPIDS, MI 49548-3038  
 616 241 5414  
 Fax 616 241 4786



# Quotation

QUOTE DATE	QUOTE NUMBER
02/03/2023	S104948836
ETNA SUPPLY PO Box 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	PAGE NO.
	1 of 8

QUOTE TO:

SHIP TO:

CITY OF WYOMING DPW  
 2660 BURLINGAME AVE SW  
 WYOMING, MI 49509-2332

CITY OF WYOMING DPW  
 2660 BURLINGAME AVE SW  
 WYOMING, MI 49509-2332

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
47639	PLUMBING SUPPLIES QUOTE		Kevin Dieleman	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Dalton Potgeter	GRPD	NET 25TH	02/10/2023	Yes
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
	<b>SHIPPING INSTRUCTIONS</b> DELIVERY DATE: ANY DELIVERY TIME: ANY CONTACT NAME: SHIMO CONTACT #:616-249-3464 ADD'L INSTR:			
	---CPVC SCH80---			
100ft	1/2X20FT CPVC SCH80 PIPE Pn: 3124	118.478/c	118.48	
100ft	3/4X20FT CPVC SCH80 PIPE Pn: 6530	163.043/c	163.04	
100ft	1X20FT CPVC SCH80 PIPE Pn: 77994	239.130/c	239.13	
100ft	2X20FT CPVC SCH80 PIPE Pn: 78013	554.348/c	554.35	
50ft	3X20FT CPVC SCH80 PIPE Pn: 78044	1125.000/c	562.50	
10ea	1 CPVC SCH80 COUPLING 829-010C Pn: 78987	3.375/ea	33.75	
10ea	1 SXS SCH80 CPVC 90 806-010C Pn: 19485	3.434/ea	34.34	
10ea	1 CPVC SCH80 SKT UNION W/EPDM 8097-010C Pn: 76800	9.508/ea	95.08	
Subtotal				
S&H Charges				
Amount Due				

\*\* Continued on Next Page \*

Prices are firm for 4 days. Price subject to change after 4 days.



ETNA SUPPLY - GRAND RAPIDS  
 4901 CLAY AVENUE SW  
 GRAND RAPIDS, MI 49548-3038  
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# Quotation

QUOTE DATE	QUOTE NUMBER
02/03/2023	S104948836
ETNA SUPPLY PO Box 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	PAGE NO.
	2 of 8

QUOTE TO:

SHIP TO:

CITY OF WYOMING DPW  
 2660 BURLINGAME AVE SW  
 WYOMING, MI 49509-2332

CITY OF WYOMING DPW  
 2660 BURLINGAME AVE SW  
 WYOMING, MI 49509-2332

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
47639	PLUMBING SUPPLIES QUOTE		Kevin Dieleman	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Dalton Potgeter	GRPD	NET 25TH	02/10/2023	Yes
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
10ea	1 SXSXS CPVC SCH80 TEE 801-010C Pn: 81028	4.959/ea	49.59	
5ea	SPEARS 3629-010C 1 CPVC SCH80 BALL VALVE Pn: 71513	51.660/ea	258.30	
5ea	SPEARS 3629-020C 2 CPVC SCH80 BALL VALVE :EPDM O-RINGS Pn: 71529	116.007/ea	580.04	
2ea	SPEARS YS2AC8-010C 1 CPVC T/U Y STRAINER SOC EPDM C8 MESH *Nonstock - Restock Policy Applies* Pn: 755419	380.858/ea	761.72	
2ea	SPEARS YS2AC8-020C 2 CPVC T/U Y STRAINER SOC EPDM C8 MESH *Nonstock - Restock Policy Applies* Pn: 705837	840.864/ea	1681.73	
2ea	SPEARS YS2AC8-030C 3 CPVC T/U Y STRAINER SOC EPDM C8 MESH *Nonstock - Restock Policy Applies* Pn: 705838	1003.057/ea	2006.11	
2ea	IPS WELD-ON 724 QT.CPVC GRAY HEAVY DUTY CEMENT INDUSTRIAL GRADE CPVC PRODUCT CODE:11659 Pn: 44677	41.727/ea	83.45	
** Continued on Next Page *		Subtotal		
		S&H Charges		
		Amount Due		

Prices are firm for 4 days. Price subject to change after 4 days.



ETNA SUPPLY - GRAND RAPIDS  
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# Quotation

QUOTE DATE	QUOTE NUMBER
02/03/2023	S104948836
ETNA SUPPLY PO Box 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	PAGE NO.
	3 of 8

QUOTE TO:

SHIP TO:

CITY OF WYOMING DPW  
 2660 BURLINGAME AVE SW  
 WYOMING, MI 49509-2332

CITY OF WYOMING DPW  
 2660 BURLINGAME AVE SW  
 WYOMING, MI 49509-2332

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
47639	PLUMBING SUPPLIES QUOTE		Kevin Dieleman	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Dalton Potgeter	GRPD	NET 25TH	02/10/2023	Yes
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
2ea	IPS QUART PLUMBING LOW VOC PURPLE PRIMER FOR ALL PVC AND CPVC WELD-ON Pn: 67829	9.609/ea	19.22	
1ea	---CPVC TRUE UNION DIAPHRAM--- SPEARS 2729-007C 3/4 CPVC DIAPHRAGM VALVE SOC/FPT EPDM *Nonstock - Restock Policy Applies* Pn: 508912	303.847/ea	303.85	
1ea	2729-010C 1 CPVC DIAPHRAGM VALVE SOC/FPT EPDM *Nonstock - Restock Policy Applies* Pn: 178514	350.682/ea	350.68	
1ea	2729-020 2 PVC DIAPHRAGM VALVE SOC/FPT EPDM *Nonstock - Restock Policy Applies* Pn: 387613	427.170/ea	427.17	
100ft	---PVC SCH40--- 11/2X20FT PVC SCH40 PE PIPE Pn: 79695	123.913/c	123.91	
100ft	2X20FT PVC SCH40 PE PIPE Pn: 43469	166.304/c	166.30	
10ea	11/2 PVC SCH40 COUPLING DWV Pn: 65796	0.772/ea	7.72	
10ea	11/2 PVC SCH40 90 DWV Pn: 21146	1.644/ea	16.44	
** Continued on Next Page *		Subtotal		
		S&H Charges		
		Amount Due		

Prices are firm for 4 days. Price subject to change after 4 days.



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# Quotation

QUOTE DATE	QUOTE NUMBER
02/03/2023	S104948836
ETNA SUPPLY PO Box 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	PAGE NO.
	4 of 8

QUOTE TO:

SHIP TO:

CITY OF WYOMING DPW  
 2660 BURLINGAME AVE SW  
 WYOMING, MI 49509-2332

CITY OF WYOMING DPW  
 2660 BURLINGAME AVE SW  
 WYOMING, MI 49509-2332

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
47639	PLUMBING SUPPLIES QUOTE		Kevin Dieleman	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Dalton Potgeter	GRPD	NET 25TH	02/10/2023	Yes
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
10ea	11/2 PVC SCH40 SAN TEE DWV Pn: 47348 ---PVC SCH80---	2.869/ea	28.69	
50ft	2X20FT PVC SCH80 PE PIPE Pn: 59653	295.652/c	147.83	
50ft	3X20FT PVC SCH80 PE PIPE Pn: 59685	591.304/c	295.65	
50ft	4X20FT PVC SCH80 PE PIPE Pn: 59702	850.000/c	425.00	
10ea	829-020 2 PVC COUPLING SOC SCH80 Pn: 15705	4.384/ea	43.84	
10ea	806-020 2 PVC 90 ELL SOC SCH80 Pn: 8167	3.519/ea	35.19	
10ea	801-020 2 PVC TEE SOC SCH80 Pn: 18390 ---COPPER TUBING---	12.541/ea	125.41	
50ft	1/2X10FT COP L HARD PIPE Pn: 64834	233.840/c	116.92	
50ft	3/4X10FT COP L HARD PIPE Pn: 58997	380.730/c	190.37	
50ft	1X10FT COP L HARD PIPE Pn: 38644 ---GALVANIZED STEEL NIPPLE---	543.160/c	271.58	
5ea	2XCLOSE GALV NIPPLE GS Pn: 57004	2.886/ea	14.43	

\*\* Continued on Next Page \*

Subtotal	
S&H Charges	
Amount Due	

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ETNA SUPPLY - GRAND RAPIDS  
 4901 CLAY AVENUE SW  
 GRAND RAPIDS, MI 49548-3038  
 616 241 5414  
 Fax 616 241 4786



# Quotation

QUOTE DATE	QUOTE NUMBER
02/03/2023	S104948836
ETNA SUPPLY PO Box 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	PAGE NO.
	5 of 8

QUOTE TO:

SHIP TO:

CITY OF WYOMING DPW  
 2660 BURLINGAME AVE SW  
 WYOMING, MI 49509-2332

CITY OF WYOMING DPW  
 2660 BURLINGAME AVE SW  
 WYOMING, MI 49509-2332

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
47639	PLUMBING SUPPLIES QUOTE		Kevin Dieleman	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Dalton Potgeter	GRPD	NET 25TH	02/10/2023	Yes
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
5ea	1X4 GALV NIPPLE GS Pn: 54853	2.006/ea	10.03	
5ea	1/2X6 GALV NIPPLE GS Pn: 8844 ---LF BRASS BALL VALVE---	1.631/ea	8.16	
10ea	JOMAR 100-203G 1/2 PRESS BALL VALVE LEAD FREE Pn: 397892	16.753/ea	167.53	
10ea	JOMAR 100-204G 3/4 PRESS BALL VALVE LEAD FREE Pn: 397894	21.521/ea	215.21	
10ea	JOMAR 100-205G 1" PRESS BALL VALVE LEAD FREE Pn: 397895	28.935/ea	289.35	
10ea	APOLLO 94ALF-103-01A 1/2 THRD FULL PORT BALL VALVE LEAD FREE Pn: 211922	7.693/ea	76.93	
10ea	APOLLO 94ALF-104-01A 3/4 THRD FULL PORT BALL VALVE LEAD FREE Pn: 212312	11.253/ea	112.53	
10ea	APOLLO 94ALF-105-01A 1 THRD FULL PORT BALL VALVE LEAD FREE Pn: 211894	18.693/ea	186.93	
** Continued on Next Page *		Subtotal		
		S&H Charges		
		Amount Due		

Prices are firm for 4 days. Price subject to change after 4 days.



ETNA SUPPLY - GRAND RAPIDS  
 4901 CLAY AVENUE SW  
 GRAND RAPIDS, MI 49548-3038  
 616 241 5414  
 Fax 616 241 4786



# Quotation

QUOTE DATE	QUOTE NUMBER
02/03/2023	S104948836
ETNA SUPPLY PO Box 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	PAGE NO.
	6 of 8

QUOTE TO:

SHIP TO:

CITY OF WYOMING DPW  
 2660 BURLINGAME AVE SW  
 WYOMING, MI 49509-2332

CITY OF WYOMING DPW  
 2660 BURLINGAME AVE SW  
 WYOMING, MI 49509-2332

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
47639	PLUMBING SUPPLIES QUOTE		Kevin Dieleman	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Dalton Potgeter	GRPD	NET 25TH	02/10/2023	Yes
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
10ea	APOLLO 94ALF-203-01A 1/2 SWT FULL PORT BALL VALVE LEAD FREE Pn: 211933	7.200/ea	72.00	
10ea	APOLLO 94ALF-204-01A 3/4 SWT FULL PORT BALL VALVE LEAD FREE Pn: 212715	11.533/ea	115.33	
	---STAINLESS STEEL REPAIR CLAMP---			
1ea	ROMAC SS1-5.14 X 12 REPAIR CLAMP OD RANGE: 4.74-5.14 4 NOM. Pn: 54243	218.787/ea	218.79	
1ea	ROMAC SS1-7.24 X 12 REPAIR CLAMP OD RANGE: 6.84-7.24 6 NOM. Pn: 30081	263.174/ea	263.17	
1ea	ROMAC SS1-9.40 X 12 REPAIR CLAMP OD Pn: 33182	309.953/ea	309.95	
	---MEGALUG SEREIES 1100---			
1ea	6 MEGALUG RET GLAND FOR DI Pn: 48022	31.851/ea	31.85	
1ea	8 MEGALUG RET GLAND FOR DI SERIES 1100 Pn: 48051	48.611/ea	48.61	
	---MEGAFLANGE SERIES 2100---			
1ea	MEGAFLG6 - EBAA 6 #2106 MEGAFLANGE FOR DI Pn: 32182	147.406/ea	147.41	

\*\* Continued on Next Page \*

Subtotal	
S&H Charges	
Amount Due	

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ETNA SUPPLY - GRAND RAPIDS  
 4901 CLAY AVENUE SW  
 GRAND RAPIDS, MI 49548-3038  
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# Quotation

QUOTE DATE	QUOTE NUMBER
02/03/2023	S104948836
ETNA SUPPLY PO Box 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	PAGE NO.
	7 of 8

QUOTE TO:

SHIP TO:

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 2660 BURLINGAME AVE SW  
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CITY OF WYOMING DPW  
 2660 BURLINGAME AVE SW  
 WYOMING, MI 49509-2332

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
47639	PLUMBING SUPPLIES QUOTE		Kevin Dieleman	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Dalton Potgeter	GRPD	NET 25TH	02/10/2023	Yes
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
1ea	MEGAFLG8 - 8" 2108 MEGA-FLANGE F/DI WITH NUT, BOLTS AND GASKET Pn: 32237 ---VICTAULIC 341 FLANGE ADAPTER---	232.951/ea	232.95	
1ea	VIC 341 4 FLANGE ADAPTER W/ M GASKET PAINTED *Nonstock - Restock Policy Applies* Pn: 460472	339.080/ea	339.08	
1ea	VIC 341 6 FLANGE ADAPTER W/ M GASKET PAINTED *Nonstock - Restock Policy Applies* Pn: 5715 ---VICTAULIC STYLE 31---	444.540/ea	444.54	
1ea	VIC 31 4 STD COUPLING W/ M GASKET PAINTED AWWA *Nonstock - Restock Policy Applies* Pn: 6936	193.966/ea	193.97	
1ea	VIC 31 6 STD COUPLING W/ M GASKET PAINTED AWWA Pn: 7310 ---VICTAULIC GROOVED PIPE--- 4" X 8' PIPE A NO QUOTE 6" X 8' PIPE A NO QUOTE ---FLANGED DUCTILE IRON PIPE---	287.644/ea	287.64	
** Continued on Next Page *		Subtotal		
		S&H Charges		
		Amount Due		

Prices are firm for 4 days. Price subject to change after 4 days.



# Quotation

ETNA SUPPLY - GRAND RAPIDS  
 4901 CLAY AVENUE SW  
 GRAND RAPIDS, MI 49548-3038  
 616 241 5414  
 Fax 616 241 4786

QUOTE DATE	QUOTE NUMBER
02/03/2023	S104948836
ETNA SUPPLY PO Box 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	PAGE NO.
	8 of 8

QUOTE TO:

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CITY OF WYOMING DPW  
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CITY OF WYOMING DPW  
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CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
47639	PLUMBING SUPPLIES QUOTE		Kevin Dieleman	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Dalton Potgeter	GRPD	NET 25TH	02/10/2023	Yes
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
1ea	FAB DI PIPE 4 X 8'0 FLG X PE Pn: 28305	602.122/ea	602.12	
1ea	FAB DI PIPE 6 X 8'0 FLG X PE Pn: 63546	728.634/ea	728.63	
1ea	FAB DI PIPE 8 X 8'0 FLG X PE Pn: 19407	1030.171/ea	1030.17	
1ea	FAB DI PIPE 10 X 8'0 FLG X PE Pn: 16627	1343.598/ea	1343.60	
This Quotation is controlled by ETNA's standard terms and conditions ("ETNA's Standard Terms") found at <a href="https://www.etnasupply.com/TermsandConditionsofQuotation">https://www.etnasupply.com/TermsandConditionsofQuotation</a> Any other terms are expressly rejected. To the extent there is a conflict between any of the terms appearing on the face of this Quotation and ETNA's Standard Terms, the terms appearing on the face of the Quotation control. <b>TAXES ARE NOT INCLUDED ON THIS QUOTE!</b>		Subtotal	17808.29	
		S&H Charges	0.00	
Prices are firm for 4 days. Price subject to change after 4 days.		Amount Due	17808.29	



FERGUSON WATERWORKS #2053  
 3900 44TH ST SE  
 KENTWOOD, MI 49512-3942

Phone: 616-803-7521  
 Fax: 616-554-7728

Deliver To: From: Daniel Myers Comments:
--

08:08:03 FEB 23 2023

FERGUSON WATERWORKS #3386  
 Price Quotation  
 Phone: 616-803-7521  
 Fax: 616-554-7728

**Bid No:** B053882  
**Bid Date:** 02/16/21  
**Quoted By:** DCM

**Cust Phone:** 616-530-3173  
**Terms:** NET 10TH PROX

**Customer:** CITY OF WYOMING  
 2660 BURLINGAME AVE SW  
 PUBLIC WORKS  
 WYOMING, MI 49509

**Ship To:**

**Cust PO#:** PLUMBING SUPP. BID

**Job Name:** 2023 QUOTE

Item	Description	Quantity	Net Price	UM	Total
	*PRICES ARE SUBJECT TO MANUFACTURER INCREASES. =====				
	CPVC S80 ----				
CP80PD	1/2X20 CPVC S80 PIPE	100	127.000	C	127.00
CP80PF	3/4X20 CPVC S80 PE PIPE	100	173.000	C	173.00
CP80PG	1X20 CPVC S80 PIPE	100	254.000	C	254.00
CP80PK	2X20 CPVC S80 PIPE	100	591.000	C	591.00
CP80PM	3X20 CPVC S80 PE PIPE	50	1113.000	C	556.50
CP80SCG	1 CPVC S80 SXS COUP	10	3.490	EA	34.90
CP80S9G	1 CPVC S80 SXS 90 ELL	10	3.550	EA	35.50
CP80SUG	1 CPVC S80 SW EPDM UNION	10	9.830	EA	98.30
CP80STG	1 CPVC S80 SXSXS TEE	10	5.130	EA	51.30
FNW350NAEG	1 CPVC T/U BV EPDM	5	50.190	EA	250.95
FNW350NAEK	2 CPVC T/U BV EPDM	5	123.420	EA	617.10
FNWX509G	LF 1 BRZ 150# THRD 20 MESH Y STRN	2	41.000	EA	82.00
FNWX509K	LF 2 BRZ 150# THRD 20 MESH Y STRN	2	139.000	EA	278.00
SP-PRODUCT	SPECIALTY PRODUCT 3 CPVC Y STRAINER SOC EPDM C8 MESH SPEARS P/N YC22C8030C =====	2	931.000	EA	1862.00
O31913	32 OZ CPVC FLOWGUARD GOLD CMNT	2	25.000	EA	50.00
O30753	32 OZ CLR PRMR - NSF LISTED =====	2	14.000	EA	28.00
	CPVC TRUE UNION DIA VLV BY SPEARS ----				
SP-PRODUCT	SPECIALTY PRODUCT SP-S2729007C =====	2	290.000	EA	580.00
SP-PRODUCT	SPECIALTY PRODUCT 1 IN CPVC TRU UNION DIA SP-S2729010C =====	2	335.000	EA	670.00

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to complete a survey about your bids:



<https://survey.medallia.com/?bidsorder&fc=3386&on=1657>

Price Quotation

Fax: 616-554-7728

08:08:03 FEB 23 2023

Reference No: B053882

Item	Description	Quantity	Net Price	UM	Total
SP-PRODUCT	SPECIALTY PRODUCT SP-S2729020C 2 CPVC DIAPH =====	2	552.000	EA	1104.00
	PVC S40 ----				
P40PJ10	1-1/2X10 FT PVC DWV S40 PE PIPE	100	136.000	C	136.00
P40PK10	2X10 FT PVC DWV S40 PE PIPE	100	180.000	C	180.00
P40SCJ	1-1/2 PVC S40 SXS COUP	10	1.070	EA	10.70
P40S9J	1-1/2 PVC S40 SXS 90 ELL	10	1.750	EA	17.50
P40STJ	1-1/2 PVC S40 SXSXS TEE	10	2.330	EA	23.30
	=====				
	PVC S80 ----				
P80PK	2 X 20 FT PVC S80 PE PIPE	50	212.000	C	106.00
P80PM	3 X 20 FT PVC S80 PE PIPE	50	425.000	C	212.50
P80PP	4 X 20 FT PVC S80 PE PIPE	50	611.000	C	305.50
P80SCK	2 PVC S80 SXS COUP	10	5.440	EA	54.40
P80S9K	2 PVC S80 SXS 90 ELL	10	4.360	EA	43.60
P80STK	2 PVC S80 SXSXS TEE	10	15.430	EA	154.30
	=====				
	COPPER TUBING ----				
KSOFTD60	1/2 X 60 K SOFT COP TUBE	50	322.000	C	161.00
KSOFTF60	3/4 X 60 K SOFT COP TUBE	50	600.000	C	300.00
KSOFTG60	1 X 60 K SOFT COP TUBE	50	780.000	C	390.00
FNW340NAEF	3/4 PVC EPDM T/U BV	1	13.040	EA	13.04
	=====				
	BLACK STEEL NIPPLE ----				
IGNKCL	2XCLOSE GALV STL NIP	5	5.790	EA	28.95
IGNGP	1X4 GALV STL NIP	5	4.000	EA	20.00
IGNDU	1/2X6 GALV STL NIP	5	3.270	EA	16.35
	=====				
	LEAD FREE BRS BV ----				
FNWX432D	LF 1/2 BRS PXP FP BV WTR	10	19.250	EA	192.50
FNWX432F	LF 3/4 BRS PXP FP BV WTR	10	26.000	EA	260.00
FNWX432G	LF 1 BRS PXP FP BV WTR	10	36.400	EA	364.00
FNWX410CD	LF 1/2 BRS 600# WOG THRD 2PC FP BV	10	7.250	EA	72.50
FNWX410CF	LF 3/4 BRS 600# WOG THRD 2PC FP BV	10	11.110	EA	111.10
FNWX410CG	LF 1 BRS 600# WOG THRD 2PC FP BV	10	16.500	EA	165.00
FNWX411CD	LF 1/2 BRS 600# 2PC SWT FP BV	10	9.400	EA	94.00
FNWX411CF	LF 3/4 BRS 600# 2PC SWT FP BV	10	15.240	EA	152.40
	=====				
	SS PIPE REP CLAMP				
SP-FFS1514125N	4X12-1/2 SS NBR GSKT REP CLMP	1	151.000	EA	151.00
SP-FFS1724124N	6X12-1/2 SS NBR GSKT REP CLMP	1	183.000	EA	183.00
SP-FFS1939125N	8X12-1/2 SS NBR GSKT REP CLMP	1	216.000	EA	216.00
	TOTAL				11578.19
	=====				
	MEGALUG 1100 REST JOINT ----				
E110600	6 MEGALUG F/ DI	1	30.390	EA	30.39
E110800	8 MEGALUG F/ DI	1	46.290	EA	46.29
	=====				
	MEGAFLANGE 2100 SERIES ----				
E2106	6 MEGAFLANGE FLG ADPT	1	138.000	EA	138.00
E2108	8 MEGAFLANGE FLG ADPT	1	219.000	EA	219.00

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08:08:03 FEB 23 2023

Reference No: B053882

Item	Description	Quantity	Net Price	UM	Total
	=====				
	VICTAULIC 341 FLG ADPT				
	----				
VC040341PM0	4 FLG ADPT F/ DIP 341	1	178.300	EA	178.30
VC060341PM0	6 FLG ADPT F/ AWWA W/ M GSKT 341	1	233.750	EA	233.75
	=====				
	VICTAULIC 31 COUPLING				
	----				
VC040031PM0	4 PTD GRV COUP F/ DIP 31	1	102.000	EA	102.00
VC060031PM0	6 PTD GRV COUP F/ DIP 31	1	152.000	EA	152.00
	=====				
	VICTAULIC GROOVED PIPE				
	----				
GGPPCPX	4X8'0 GRVXGRV PC DI SPL	1	660.000	EA	660.00
GGPPCUX	6X8'0 GRVXGRV PC DI SPL	1	745.000	EA	745.00
	=====				
	FLG DIP				
	----				
FFPPX	4X8'0 FLGXFLG CL BT DI SPL	1	754.000	EA	754.00
FFPUX	6X8'0 FLGXFLG CL BT DI SPL	1	854.000	EA	854.00
FFPXX	8X8'0 FLGXFLG CL BT DI SPL	1	1221.000	EA	1221.00
FFP10X	10X8'0 FLGXFLG CL BT DI SPL	1	1587.000	EA	1587.00
			<b>Net Total:</b>		\$18498.92
			<b>Tax:</b>		\$0.00
			<b>Freight:</b>		\$0.00
			<b>Total:</b>		\$18498.92

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.  
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



## HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

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<https://survey.medallia.com/?bidsorder&fc=3386&on=1657>

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

RESOLUTION TO ACCEPT A PROPOSAL TO RECONDITION ONE PUMP 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 recondition one pump at the Water Treatment Plant.
2. It is recommended City Council accept the low proposal from Kennedy Industries, Inc. in the total estimated amount of \$44,435.00.
3. It is further recommended City Council authorize 25% or \$11,108.75 for contingency.
4. Funds are budgeted in account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Kennedy Industries, Inc. to recondition one pump at the Water Treatment Plant in the total estimated amount of \$44,435.00.
2. The City Council authorizes 25% or \$11,108.75 for contingency.
3. The City Council authorizes the Acting/Interim City Manager to approve and sign change orders that are within the contingency.
4. The City Council authorizes 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 6, 2023.

---

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Contract/Proposal

## STAFF REPORT

Date: February 20, 2023  
Subject: Pump Recondition  
From: Dan Kleinheksel, Utility Maintenance Manager  
Date of Meeting: March 6, 2023

---

### **RECOMMENDATION:**

It is recommended the City Council accept the proposal from Kennedy Industries to recondition one pump in the amount of \$44,435.00 plus a 25% contingency for a total amount of \$55,543.75.

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

Regular and proper upkeep of utility equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day to day operations of the Water Treatment Plant.

### **DISCUSSION:**

There are six pumps located in the Water Treatment Plant Low Service Building that pump Lake Michigan raw water to the main facility for treatment. One such low service pump is a 22.3 million-gallon-per-day (MGD) Ruhrpumpen vertical turbine pump that is over 50' in length. The pump has been in service for 20 years and requires reconditioning due to vibration caused by worn-out bearings and pump shafts.

Therefore, the pump was pulled by plant staff and sent to KSB Dubric for further disassembly and inspection. KSB Dubric and plant staff developed a scope of work based on the inspection findings. The scope of work was provided to five companies with the specialized knowledge and equipment to make repairs of this nature. Three of the five companies provided a proposal for reconditioning, and they are as follows:

Kennedy Industries	\$44,435.00
KSB Dubric	\$114,878.00
Ruhrpumpen	\$120,948.00

After plant staff reviewed the proposals and followed up with the two lowest proposers, no reason for the significant gap in cost was found. Kennedy Industries was the lowest proposal and met the scope of work. Due to unforeseen challenges that may exist with the reconditioning and installation of a pump of this scale, it is recommended the City Council accept the proposal from Kennedy Industries in the amount of \$44,435.00 plus a 25% contingency for a total amount of \$55,543.75.

### **BUDGET IMPACT:**

Adequate funds exist in the Water Treatment Plant Repairs & Maintenance Account #591-591-55300-930.000.

CITY OF  
**Wyoming**  
MICHIGAN

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

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

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means: Kennedy Industries, Inc.  
(Name of contracting entity)  
A Michigan corporation  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
4925 Holtz Dr  
(Contractor's street address)  
Wixom, MI 48393  
(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: March 7, 2023.

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

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

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

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

Approved as to form: \_\_\_\_\_  
Scott G. Smith, City Attorney

Kennedy Industries, Inc.

By: \_\_\_\_\_  
(Signature officer, director or principal of Contractor)  
Mike S. Hoer Vice President  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 2-21, 2023

**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. 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.
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 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.
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:

<p><b>COMMERCIAL GENERAL LIABILITY</b>  Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal &amp; 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.</p>
---

<p><b>AUTOMOBILE LIABILITY INSURANCE</b>  Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence</p>
<p><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.</p>
<p><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).</p>
<p><b>ADDITIONAL INSUREDS</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.</p>

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**



**KENNEDY**  
INDUSTRIES

INNOVATE  
SOLVE  
MONITOR  
REPAIR

BUDGETARY		
DATE	NUMBER	PAGE
2/15/2023	0050713	1 of 2

B WYO200  
L CITY OF WYOMING  
L ACCOUNTSPAYABLE@WYOMINGMI.GOV  
T 1155 28TH STREET  
O WYOMING, MI 49509-0905

Accepted By: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO#: \_\_\_\_\_  
Ship To: \_\_\_\_\_

ATTENTION:  
DANIEL KLEINHEKSEL                      616-738-4957                      Kleinhekseld@wyomingmi.gov

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
	LOW SERVICE PUMP #6, RUHRPUMPEN, PUMP, 37CKXL, WATER	TJC/SER	KENNEDY DELIVER
QTY	DESCRIPTION		

THE FOLLOWING QUOTE IS FOR THE ESTIMATED COST OF LABOR AND MATERIALS TO REPAIR THE ABOVE REFERENCED PUMP. IF UPON INSPECTION ADDITIONAL PARTS AND/OR LABOR ARE REQUIRED, YOU WILL BE NOTIFIED PRIOR TO PROCEEDING.

ESTIMATED NEW PARTS REQUIRED:

\*\*\*\*\*

- (1) SUCTION BEARING - LEAD FREE BRONZE
- (1) BOWL BEARING - LEAD FREE BRONZE
- (5) SPYDER BEARINGS - LINE SHAFT - LEAD FREE BRONZE
- (1) STUFFING BOX BEARING
- (2) IMPELLER RINGS - 410 STAINLESS STEEL 28/32 ROCKWELL
- (2) CASE RINGS - 410 STAINLESS STEEL 38/MAX ROCKWELL
- (1) PUMP SHAFT
- (4) INTERMEDIATE SHAFTS
- (1) HEAD SHAFT
- (1) SET OF PACKING
- (1) SHAFT SLEEVE
- (1) STUFFING BOX GASKET
- (1) SET OF O-RINGS
- (27) SHAFT KEYS - STAINLESS STEEL
- (1) SET OF HARDWARE - STAINLESS STEEL
- (1) DISCHARGE GASKET

ESTIMATED LABOR REQUIRED:

\*\*\*\*\*

PICKUP AT KSB DUBRIC AND TRANSPORT TO KENNEDY INDUSTRIES' WIXOM REPAIR FACILITY.

SANDBLAST COMPONENTS AND REMOVE REMAINING PARTS THAT WERE NOT COMPLETED.

DIMENSIONALLY MEASURE OPERATING CLEARANCES OF REMAINING ITEMS AND RECORD ON INSPECTION REPORT.

INSTALL NEW IMPELLER RINGS FRONT AND REAR THEN MECHANICALLY LOCK IN PLACE.

MACHINE IMPELLER RINGS FOR PROPER OPERATING CLEARANCES.

INSTALL NEW BOWL RINGS FRONT AND REAR THEN MECHANICALLY LOCK IN PLACE.

MACHINE BOWL RINGS FOR PROPER OPERATING CLEARANCES.

MACHINE FEMALE REGISTER OF DISCHARGE COLUMN TO ESTABLISH CONCENTRICITY.



**KENNEDY**  
INDUSTRIES

INNOVATE  
SOLVE  
MONITOR  
REPAIR

BUDGETARY		
DATE	NUMBER	PAGE
2/15/2023	0050713	2 of 2

QTY	DESCRIPTION
-----	-------------

COLUMN #3 MALE REGISTER WILL BE PAD WELDED AND MACHINED.

ASSEMBLE ALL ROTATING PARTS ON SHAFT AND PLACE IN BALANCING MACHINE.

VERIFY T.I.R. THEN DYNAMICALLY BALANCE ROTOR TO 4W/N.

INSTALL ALL SHAFT SLEEVE THEN MECHANICALLY LOCK IN PLACE.

INSTALL NEW BEARINGS AND LOCK IN PLACE.

MEASURE AND RECORD ALL FINAL OPERATING CLEARANCES.

FINAL ASSEMBLE PUMP WITH NEW PARTS LISTED.

CHECK TO ENSURE PROPER LIFT AND FREE ROTATION.

PAINT PARTS WITH NSF61 COATING THEN PRESERVE FOR DELIVERY.

TRANSPORT COMPLETED JOB TO YOUR PLANT.

ESTIMATED REPAIR COST: \$39,985.00

ESTIMATED DELIVERY: 5 WEEKS (AFTER RECEIPT OF ORDER)

\*\*\*\*\*

THE FOLLOWING QUOTE IS FOR FIELD SERVICE SUPERVISION AT THE ABOVE REFERENCED LOCATION:

FIELD SERVICE LABOR REQUIRED:

\*\*\*\*\*

KENNEDY INDUSTRIES WILL PROVIDE (1) FIELD SERVICE TECHNICIAN ONSITE TO SUPERVISE THE INSTALLATION AND STARTUP OF YOUR REPAIRED RUHRPUMPEN PUMP, TEST RUN AND VERIFY FOR PROPER OPERATION.

FIELD SERVICE COST : \$4,450.00

\*\*\*\*\*

PLEASE PROVIDE WRITTEN OR VERBAL AUTHORIZATION SO THAT WE MAY RESPOND TO YOUR REQUIREMENTS. IF YOU HAVE ANY QUESTIONS, COMMENTS, OR ARE IN NEED OF ANY ADDITIONAL INFORMATION PLEASE FEEL FREE TO CONTACT ME AT (248) 684-1200.

SINCERELY,  
MIKE HORN  
REPAIR CENTER MANAGER  
MHORN@KENNEDYIND.COM

<p>This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms &amp; Conditions (Rev'd 4/2019) and Customer Warranty available at <a href="http://www.kennedyind.com">www.kennedyind.com</a> which will be provided by email upon written request. Kennedy reserves the right to change the Terms &amp; Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms &amp; Conditions and Customer Warranty posted on Kennedy's website.</p> <p><b>QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL. PAYMENT TERMS: NET 30</b></p>	<p><b>TOTAL: \$44,435.00</b></p>
--	----------------------------------

P.O. Box 930079 Wixom, MI 48393 - 4925 Holtz Drive Wixom, MI 48393 - Phone: 248-684-1200 - Fax: 248-684-6011

[www.Kennedyind.com](http://www.Kennedyind.com)

January 20, 2023

## City of Wyoming

1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509

MFG: Ruhrpumpen

Model: Low Service Pump #6

S/N: 200040

Please find the following proposal as it relates to the Low Service Pump #6 to be repaired. The following quotation is based off the customer's scope of work.

Quote to also include 1 technician to help and oversee the reinstallation of the pump onsite.



## Scope of Repair Work/Inspection:

- **Column/Diffuser/Suction bell fits.** 5 out of the 6 fits were within tolerance (0.005/0.015" clearance) and found in good condition requiring only cleanup and replacement of all O-rings for unit reassembly. The fit between the discharge tube (2) and tube (3) is 0.095". Pad welding the male fit and machine to proper clearance is required. The female fit will need to be machined to clean.
- **Stuffing Box:** In serviceable condition and will require cleanup and replacement of packing and the stuffing box bushing for reuse. The Stainless Steel packing pusher is reusable.
- **Shafting:** All 6 shafts will require replacement due to excessive wear and or runout. New shafts will be 416 PSQ.
- Specific measurements and conditions as follows:
  - Head shaft: 2.686" Major OD x 113.187" long. Total indicated runout (TIR) 0.022". Wear noted in bearing areas and coupling fit areas.
  - Line shaft 2-2: 2.686" Major OD x 73.250" long. TIR 0.005". Wear noted bearing area.
  - Line shaft 3-3: 2.687" Major OD x 119.875" long. TIR 0.006". Wear noted in bearing area.
  - Line shaft 4-4: 2.686" Major OD x 119.875" long. TIR 0.015". Minor wear noted in bearing area, Heavy tool marks in coupling fit area.
  - Line shaft 5-5: 2.687" Major OD x 119.875" long. TIR 0.013". Shaft appears to have been previously flipped, polished and reused with heavy tool marks present in coupling areas.
  - Lower Shaft: 4.437" Major OD x 58.563" long. TIR 0.013". Significant wear noted in bearing area.
- **Bushings:** All bronze bushings display heavy wear and require replacement with lead free bronze. The diffuser, suction bell and stuffing box bushings will require boring/pressing to remove while the (5) other line shaft bushings are bolted in place. Full dimensions of these bushings can be determined after their removal. As built clearances shaft to bearing will be 0.011/0.014".

### Known dimensions as follows:

- Stuffing box bushing: 2.710" bore, 5" long
  - Suction bell bushing: 3.460" bore, 11.5" long
  - Diffuser bushing: 3.462" bore, 16.5" long
  - Line shaft bushings: 2.690" bore, 4.5" long
- **Bolting:** All bolting will be replaced with stainless steel bolting.
  - **Coating:** All column tubes, diffuser, and suction bell will be coated with (2) coats of an NSF 61 compatible coating.

- **Impeller:** The impeller is in serviceable condition with some cavitation wear noted. The impeller wear rings should be removed and the wear ring areas trimmed and polished to clean. The impeller should be coated with Chesterton ARC-855 compound and dynamically balanced. Impeller dimensions as follows: 2 additional coats of an NSF 61 coating applied after initial ceramic coating.

**Impeller**

Number

As Found	As Left	Good	Bad	Mtrl:
A: <input type="text" value="10.712"/>	<input type="text" value="N/A"/>	Condition: <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text" value="400SS"/>
B: <input type="text" value="10.712"/>	<input type="text" value="N/A"/>	Condition: <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text" value="400SS"/>
C: <input type="text" value="3.440"/>	<input type="text" value="N/A"/>	Condition: <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="text" value="Bronze"/>
D: <input type="text" value="27.500"/>	<input type="text" value="N/A"/>	Condition: <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="text" value=""/>
As Found Balance: <input type="text" value="N/A"/>	Finished Balance: <input type="text" value="N/A"/>			
Number of Vanes: <input type="text" value="5"/>				
Can Wear Ring areas be sleeved: Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>			
Notes:	Dimensions A&B represent installed wear rings that require replacement.			

Impeller Dimensions

- **Impeller Wear and Casing Rings:** As mentioned above the impeller wear rings require replacement due to wear as do their corresponding casing rings located in the diffuser and suction bell. As found the impeller wear ring to suction bell casing ring clearance was 0.057" with the impeller wear ring to diffuser casing ring clearance measuring 0.046". Replacement sizing of these rings is dependent on the post trim/cleanup of the impeller

wear turn areas and diffuser/suction bell casing ring areas. Rings will be 400 series SS with an as built clearance of 0.032/0.034" clearance.

- **Suction Screen:** A suction screen was not included with the unit upon arrival and will need to be located at the customer's facility.
- **Shaft Couplings:** All shaft coupling sleeves and clamshells are in reusable condition.
- **Shaft Keys:** The unit has (2) motor coupling keys, (10) step keys, (10) straight keys, and (2) packing sleeve keys. (1) step and (2) straight keys. All keys will require replacement.



Impeller



Shafting



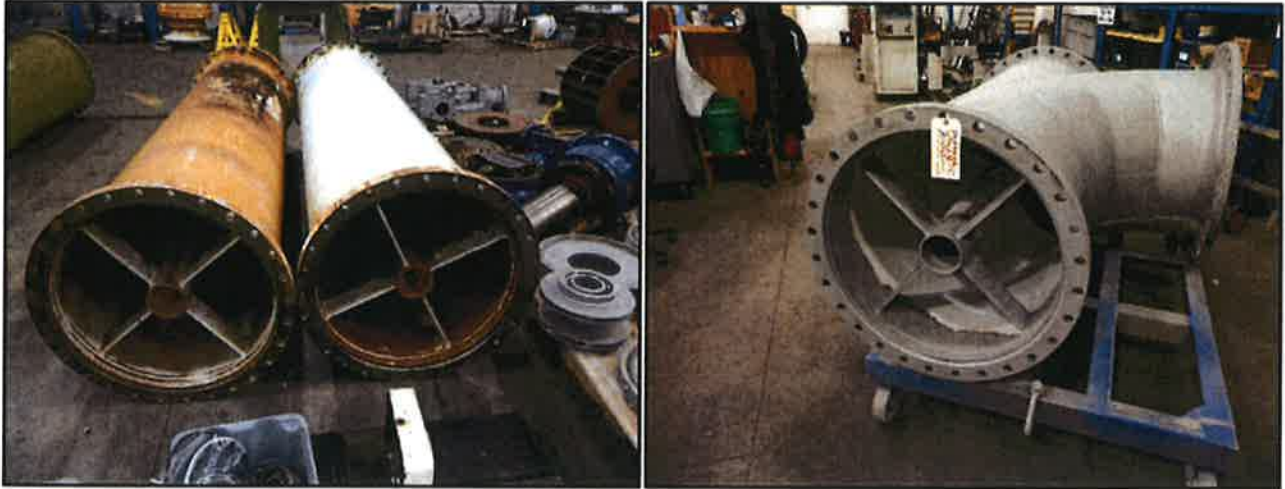
Diffuser



Stuffing Box



Suction Bell



Column Tubes

Respectfully,  
Ian MacKay  
Service Writer/Technician  
**KSB SupremeServ**  
*By KSB Dubric, Inc.*  
3737 Laramie Dr NE  
Comstock Park, MI 49321  
(269) 921-0301  
[ian.mackay@ksb.com](mailto:ian.mackay@ksb.com)

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

RESOLUTION FOR AWARD OF BIDS AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN THE CONTRACTS

WHEREAS:

1. Formal bids have been obtained on the below listed items.
2. The bids received have been reviewed and evaluated as per the attached staff reports.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards the bids for the listed items as recommended in the attached staff reports and summarized below.

Items	Recommended Bidder	Cost
Buchi K-365 EasyKjel Distillation Unit	Buchi Corporation	\$8,317.00
Golf Cart	Monroe Custom Campers, Inc. (d/b/a Monroe Truck and Auto Accessories; d/b/a West Michigan Golf Carts)	\$9,350.00

2. The City Council authorizes the Mayor and City Clerk to sign the contracts.

Moved by Councilmember:  
Seconded by Councilmember:  
Motion Carried      Yes  
                                    No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 6, 2023.

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

ATTACHMENTS:  
Staff Reports  
Contracts

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

**STAFF REPORT**

Date: February 20, 2023  
Subject: Award of Bid for Furnishing of a Buchi K-365 EasyKjel Distillation Unit  
From: Jaime Fleming, Utilities Laboratories Manager  
Meeting Date: March 6, 2023

---

**RECOMMENDATION:**

It is recommended the City Council authorize the purchase of a Buchi K-365 EasyKjel Distillation Unit from the low bidder, Buchi Corporation, for \$8,317.00.

**COMMUNITY, SAFETY, STEWARDSHIP:**

The Clean Water Plant is actively engaged in the protection of the natural environment and the public health of Wyoming’s citizens. A large part of this work is conducting laboratory analysis to quantifiably document our treatment success and compliance with regulatory requirements.

**DISCUSSION:**

To meet nutrient management guidelines for land application, biosolids must be measured for plant nutrients such as nitrogen and phosphorus. This analysis is conducted in the Clean Water Plant laboratory. The testing procedure for nitrogen in biosolids is a two-step process. The first step is distillation which converts the nitrogen containing components into a form that can be quantified in the second step. The distillation process involves heat and acid and is most safely done with an automated instrument.

The laboratory’s current distillation unit needs to be replaced to ensure safe and proper function. On January 31, 2023, the City received two bids for the purchase of a Buchi K-365 EasyKjel distillation unit, twenty-four invitations to bid were sent to and/or downloaded by prospective bidders. Installation was listed as an optional item in our bid specs. Our laboratory staff can install the unit, so we are forgoing this. This makes Buchi Corporation the low bidder for the distillation unit, including delivery.

Buchi Corporation	VWR International, LLC
\$8,317.00	\$8,465.88

**BUDGET IMPACT:**

Funds for the purchase of the Buchi EasyKjel Distillation Unit are budgeted in the capital outlay account: 590-590-54400-986.444.



TKN Distillation Unit

**Furnishing and Installation Of A Buchi K-365 EasyKjel Distillation Unit**

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 **Furnishing and Installation Of A Buchi K-365 EasyKjel Distillation Unit** 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 January 31, 2023 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: Buchi Corporation  
LEGAL NAME OF COMPANY

---

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE  
Corporation, New Castle, DE

---

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  
19 Lukens Dr

---

STREET ADDRESS

New Castle, DE 19720  
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**

**Contractor**

By: \_\_\_\_\_  
Kent VanderWood, Mayor

By: Josh Schaefer  
Signature for Contractor

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

Josh Schaefer  
Printed Name & Title of Person Signing

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

Date signed: 1-13-23

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

## STAFF REPORT

Date: February 21, 2023  
Subject: Golf Cart Purchase for the Yard Waste Site  
From: Jay VanDyke, Assistant Director of Public Works – Maintenance  
Meeting Date: March 6, 2023

---

### **RECOMMENDATION:**

It is recommended the City Council authorize the purchase of a new electric golf cart from Monroe Custom Campers, Inc. (d/b/a Monroe Truck and Auto Accessories; d/b/a West Michigan Golf Carts) for yard waste site monitoring and maintenance purposes at a cost of \$9,350.

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

Purchasing of a golf cart will allow staff to monitor the yard waste site in a more safe and effective manner, enabling them to quickly remove banned items and allow for a faster check-in process.

### **DISCUSSION:**

Sixty-six invitations to bid on a new electric golf cart were sent to prospective bidders. On February 21, 2023, the City Clerk received three bids. The bids are as follows:

Monroe Custom Campers, Inc.	\$9,350.00
Technology International, Inc.	\$11,200.00
GB Sales and Service	\$16,688.00

Although every effort is made to screen incoming items at the guard shack of the yard waste site, occasionally residents attempt to dispose of banned items (tires, metal, treated wood, etc.) that are not caught at the entry point. This forces the attendant to walk to the resident that is violating disposal policies, address the issue, and return to the guard shack – while cars are backing up awaiting entry. Purchase of a golf cart will allow the attendant the ability to better monitor the site and process incoming traffic faster, resulting in a higher level of service. Additionally, at times the yard waste site is very busy with vehicles and equipment, so it is safer for staff to be in the golf cart than be on foot while in the yard.

It is recommended the City Council authorize the purchase of a new electric golf cart from Monroe Custom Campers, Inc., which provided the lowest quote.

### **BUDGET IMPACT:**

Sufficient funds are available in the solid waste capital outlay equipment account: 230-441-44300-987.000

**ATTACHMENTS:** Contract

**PURCHASE OF ONE GOLF CART 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 purchase of one golf cart 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 21, 2023 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: Monroe Custom Campers, Inc; DBA Monroe Truck and Auto Accessories; DBA West Michigan Golf Carts  
LEGAL NAME OF COMPANY

---

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

---

2915 E Apple Ave  
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

---

2915 E Apple Ave  
STREET ADDRESS

---

Muskegon MI 49442  
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: \_\_\_\_\_  
Kent Vanderwood, Mayor

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

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

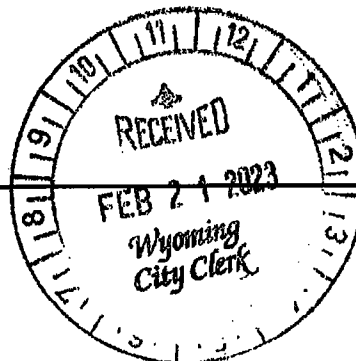
Approved as to form: *[Signature]*  
Scott G. Smith, City Attorney

**Contractor**

By: *[Signature]*  
Signature for Contractor

AJ Willett, Sales Specialist  
Printed Name & Title of Person Signing

Date signed: 02/13/2023



**CITY OF Wyoming MICHIGAN**

ORDINANCE NO. 5-23

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF ORDINANCES  
BY ADDING SUBSECTION (136) TO REZONE 1141 COLRAIN STREET SW  
FROM R-2 AND FBC-CU TO FBC-CN

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (136) to read as follows:

- (136) To rezone the following described properties at 1141 Colrain Street SW (parcel number 41-17-14-202-013) from R-2 Residential District and FBC-CU Corridor Urban to FBC-CN Corridor Neighborhood:

**PARCEL NUMBER 41-17-14-202-013, AS SURVEYED:**

LOT 428, ROGERS HEIGHTS PLAT NO. 9, PART SECTION 14, T6N, R12W, WYOMING TOWNSHIP (NOW CITY OF WYOMING), KENT COUNTY, MICHIGAN, AS RECORDED IN LIBER 48 OF PLATS, PAGE 54. AND PART OF THE NORTHEAST 1/4 OF SECTION 14, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN; COMMENCING ON THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 14, AT THE NORTHWEST CORNER OF ROGERS HEIGHTS PLAT NO. 9, SAID POINT BEING ON THE CENTERLINE OF MICHAEL AVENUE; THENCE EASTERLY ALONG THE NORTH LINE OF SAID PLAT 233.98 FEET TO THE NORTHEAST CORNER OF LOT 429 OF SAID PLAT AND THE TRUE PLACE OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE 428.03 FEET TO THE NORTHWEST CORNER OF LOT 421 OF SAID PLAT; THENCE N00°32'42"E 132.26 FEET TO A POINT 30 FEET SOUTH (PERPENDICULAR MEASUREMENT) OF THE EXTENDED CENTERLINE OF CANTERBURY STREET; THENCE WESTERLY PARALLEL WITH SAID EXTENDED CENTERLINE 427.73 FEET TO A POINT ON THE EXTENDED EAST LINE OF LOT 429 OF SAID PLAT; THENCE S00°40'37"W 132.26 FEET ALONG SAID EXTENDED WEST LINE TO THE PLACE OF BEGINNING.

Section 2. That this ordinance shall take effect on \_\_\_\_\_, 2023.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on \_\_\_\_\_, 2023.

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

March 1, 2023

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

**Subject: Request to Rezone 1141 Colrain Street SW from FBC-CU Corridor Urban & R-2 Residential to FBC-CN Corridor Neighborhood (Section 14) (Grandview Ventures)**

**Planning Commission Recommendation: To approve the subject rezoning request.**

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on February 21, 2023. At the meeting, a motion was made by Randall, supported by Micele, to recommend that City Council approve the proposed rezoning. The motion to approve passed 4-1 with Commissioner Gilreath-Watts dissenting.

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

This property, located at 1141 Colrain Street, is the Rogers homestead and contains a single-family home. Currently, it is zoned as Corridor Urban in the City's Form Based Code, which does not allow for single family homes and calls for a commercial or mixed-use development at the site. The property owner requests that it be rezoned as Form Based Code - Corridor Neighborhood, which would leave it in the Form Based Code but allow for it to be redeveloped as a residential site.

The Corridor Neighborhood zone district provides for a variety of single-family and other residential uses, such as townhomes and duplexes, and does not permit commercial or industrial uses. As a residential street with an adjacent elementary school, these residential uses are appropriate.

The city's 2019 Analysis of Impediments (AI) and Housing Needs Assessment (HNA) also calls for 7,876 additional units to meet the demand for housing in Wyoming. This property can make a greater contribution to meeting Wyoming's housing need as Corridor Neighborhood.

Five residents, including two members of the City of Wyoming's Historical Commission, provided comments on the request during the public hearing. Many of the comments that were heard concerned the historic nature of the existing home.

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CITY COUNCIL

Robert Arnoys   Tommy Brann   Sheldon DeKryger   Renee Hill   Marissa Postler   Robert Postema  
**Kent Vanderwood, Mayor**

At this time, the existing structure and property are not protected by any means of historic preservation.

If approved for the proposed rezoning, the property owner would need to submit for formal site plan review prior to any new development occurring at the site. A copy of the proposed rezoning survey is attached to this letter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Nicole Hofert, Director of Community and Economic Development  
Community and Economic Development Department

Cc: John McCarter, Interim City Manager

Hall asked staff if police is part of the Development Review Team and asked if the police have any safety concerns.

Smith said that police did not have any comments regarding safety for this rezoning request and, if the request is approved, the Good Neighbor Plan will give them the opportunity to see how the site will be programmed.

Davis said that with the buildings and uses Family Promise chooses to work with in West Michigan crime tends to go down in that area because of increasing security and staff on site.

A vote on the motion carried unanimously.

#### AGENDA ITEM NO. 2

Request for a rezoning from Form Based Code- Corridor Urban (FBC-CU) and R-2 Single-Family Residential to Form Based Code- Corridor Neighborhood (FBC-CN) at 1141 Colrain Street SW (Section 14) (Grandview Ventures LLC).

Smith explained that the site is currently zoned R-2 Residential and FBC-CU Form Based Code-Corridor Urban. The site includes multiple parcels totaling 1.48 acres. Smith outlined the various uses of the surrounding land.

Smith stated that the property, located at 1141 Colrain Street, is the Rogers homestead and contains a single-family home. He said that currently, it is zoned as Corridor Urban in the City's Form Based Code, which does not allow for single family homes and calls for a commercial or mixed-use development at the site. The property owner requests that it be rezoned as Form Based Code - Corridor Neighborhood, which would leave it in the Form Based Code but allow for it to be redeveloped as a residential site.

Section 90-516(6) establishes general review standards for rezonings:

*(A) Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies these parcels as Mixed Use. The proposed rezoning is consistent with the future envisioned use, which recommends multifamily developments at the edges of Mixed-Use districts.

*(B) Compatibility of the allowed uses with existing and future land uses;*

The current single-family home is not consistent with the current zoning. The single-family home is consistent with the proposed rezoning to Corridor Neighborhood and could be repurposed to be consistent with the desired future use.

*(C) Capability of the property to be served by public services;*

The property can be served by public utilities.

*(D) Ability of the property to be used as currently zoned;*

The Corridor Urban zoning envisions commercial activation on the ground floor with either residential or office uses on the second story or above. With the only entrance to the property coming off of Colrain, a residential street with no commercial parcels, and a single-family home already located on the property, the Corridor Urban zoning is an impediment to the property's development.

*(E) Appropriateness of all uses allowed within the proposed district at the property location.*

The Corridor Neighborhood zone district provides for a variety of single-family and multi-family residential and does not permit commercial or industrial uses. As a residential street with an adjacent elementary school, these single-family and multi-family uses are appropriate.

Smith explained the following staff comments:

*(A) Process*

At this point, Planning Commission is only considering the rezoning of this parcel. If approved, the rezoning will receive to readings at City Council. After that, the applicant could submit a site plan relying on the updated zoning.

*(B) Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)*

The city's 2019 AI and HNA calls for 7,876 additional units to meet the demand for housing in Wyoming. This property can make a greater contribution to meeting Wyoming's housing need as Corridor Neighborhood.

*(C) Master Plan*

The City's Master Plan, Wyoming [re]Imagined, calls for these parcels to be used as Mixed-Use. The Master Plan clarifies that Mixed-Use can either be vertical, where residential is located above ground floor commercial, or horizontal, where residential and commercial are located side-by-side. With Rogers Plaza comprising the majority of the contiguous Mixed-Use district, locating townhomes or a similar residential product on this parcel could qualify as horizontal mixed use.

*(D) Location*

This property abuts Rogers Plaza, but there is no vehicular access to Rogers Plaza or its internal circulation network from this parcel. The only vehicular access to this site is from Colrain Street, which services only residential parcels.

Smith explained that the proposed rezone is located within walking distance of a local elementary school and a local high school. The parcel is also adjacent to two shopping plazas that provide jobs and economic opportunity for the neighborhood. Smith said that preserving or

increasing housing at this location serves both the social equity and economic strength of Wyoming.

Smith stated that the Development Review Team recommends the Planning Commission grant the FBC-Corridor Neighborhood rezoning request and recommend the same to the City Council subject to condition 1 below:

- 1.) Site plan approval will require access details and utility information.

Micele opened the public hearing at 7:38 PM.

Lori Gillum, 1155 Colrain St. SW, said she has owned and lived in her home since 2001, and also owns the home at 1147 Colrain St. SW, so she has a vested interest in Wyoming. She said that she agrees that 1141 Colrain St. SW needs to be rezoned from Urban Commercial but she does not agree with the proposed rezone of Neighborhood Corridor. She said that she doesn't know the intent of the new owner, but she is aware that an LLC purchased the property. She said that row houses and duplexes is not in the best interest of the historical property if that is the intent. She asked the commissioners to consider keeping the existing tree barrier for the separation between commercial and residential. Gillum said that the home has a very significant historical value to the City and Kent County. She said that there is not enough space for multi-family dwellings in the current lot and rezoning the property could have significant consequences. Gillum said that the surrounding homes would lose property value because of traffic and trash concerns, and asked the commissioners to only allow single-family residential homes.

Bill Branz, 1125 Colrain St. SW, said that he is the Chairman of the Wyoming Historical Commission. He is concerned about what will happen to the property and that it could be turned into commercial use. He said that the Roger's house has always been a part of the community and that it is important to keep it where it is. Branz said that he understands that the purchaser is a former City of Wyoming City Council member and was hoping to meet him because he would like to know more about his intentions for the property. He wants the home to remain because the house represents the ancestry of the City of Wyoming, and it is important to keep the home there. Branz asked commissioners to vote accordingly.

Adriana Almanza, 1123 Colrain St. SW, said she has a lot of concerns because there are a lot of children in the area since the elementary school is so close. She said that this proposal will include a lot of traffic and she has two young children. She said the neighborhood is a quiet welcoming community and the traffic for what is being proposed will be a detriment to the community. She said that she agrees that the current zoning doesn't make since but doesn't agree with corridor neighborhood

Nick Bhushan, 1152 Colrain St. SW, said that he lives across the street and since it is a cul-de-sac he has concerns about the traffic it will cause. He said it isn't feasible to create any other

access to the property.

Vicki Briggs, 2545 DeLaat Ave SW, said she is part of the Historical Commission and said that part of the house was built in the 1830's. Briggs explained some history of the home to the commissioners. Briggs said that Wyoming doesn't have a museum and the house is very important from a historical perspective. She asked the Commissioners to think about what is best for the property and the house to preserve the City's legacy.

A motion was made by Randall, supported by Micele, to grant the FBC-Corridor Neighborhood rezoning request and recommend the same to the City Council.

Zapata asked if the house has any kind of historical significance that would preserve the house.

Hofert stated that the City of Wyoming does not have an ordinance that protects historic structures.

Randall asked if the adjacent elementary is being utilized.

Smith stated that the school is being used for education as well as a church.

Micele asked if there has been conversation about turning Colrain into a through street.

Hofert said that it would be too premature to speculate. Hofert said that a change like that would take study and it wouldn't be a decision that would be taken lightly. She said that there have been no questions asked and no conversation among staff about opening the street up.

A vote on the motion to grant the FBC-Corridor Neighborhood rezoning request and recommend the same to the City Council passed with the vote count being 4 of the commissioners voting yes and 1 against. Hall, Micele, Randall, and Zapata voted in favor. Gilreath-Watts voted against.

### AGENDA ITEM NO. 3

Request for a rezoning from R-1 Single-Family Residential to B-1 Local Business at a 0.96 acre section of 2222 44th Street SW located directly south of 2330 44th Street SW (Section 27) (Leven Investments, LLC and GR First Assembly of God)

Meagher explained that the site is located on a 0.96 acre portion of 2222 44th Street SW located just south of 2330 44th Street SW and is currently zoned R-1 Residential. He outlined the various uses of the surrounding land.

Meagher said that Grand Rapids First, located at 2222 44th Street SW, has an underutilized youth soccer field located in the northwest corner of their property. The owner of the Animal Medical Center of Wyoming, located at 2330 44th Street SW just north of the soccer field, has

# BOUNDARY SURVEY

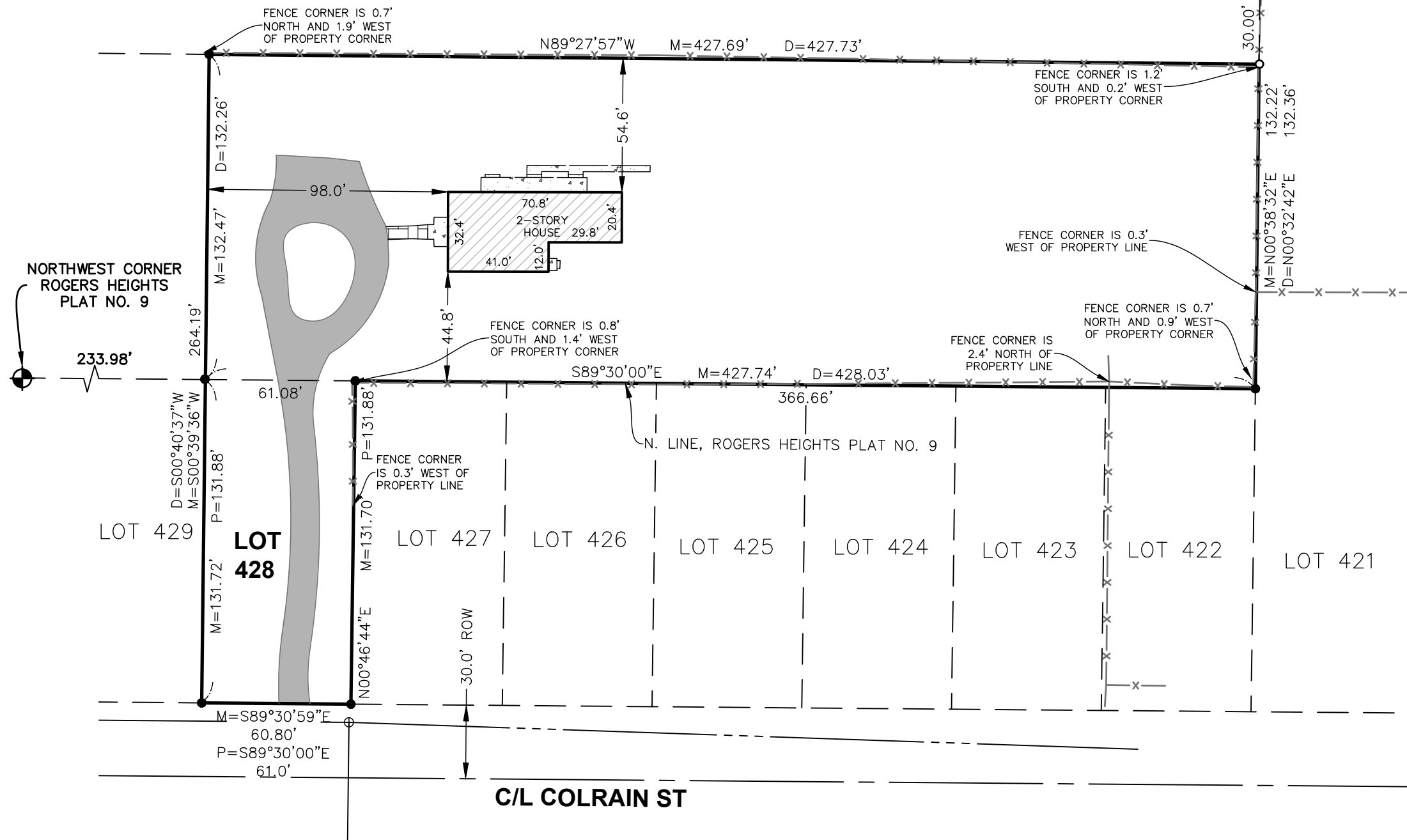
FOR: Dan Burrill  
 Grandview Ventures  
 5099 S. Division Ave SW  
 Wyoming, MI 49548

DESCRIPTION: Lot 428, Rogers Heights Plat No. 9, part Section 14, T6N, R12W, Wyoming Township (now City of Wyoming), Kent County, Michigan, as recorded in Liber 48 of Plats, Page 54. AND

Part of the Northeast 1/4 of Section 14, T6N, R12W, City of Wyoming, Kent County, Michigan; commencing on the North-South 1/4 line of said Section 14, at the Northwest corner of Rogers Heights Plat No. 9, said Point being on the centerline of Michael Avenue; thence Easterly along the North line of said plat 233.98 feet to the Northeast corner of Lot 429 of said plat and the true place of beginning; thence continuing along said North line 428.03 feet to the Northwest corner of Lot 421 of said plat; thence N00°32'42"E 132.26 feet to a point 30 feet South (perpendicular measurement) of the extended centerline of Canterbury street; thence Westerly parallel with said extended centerline 427.73 feet to a point on the extended East line of Lot 429 of said plat; thence S00°40'37"W 132.26 feet along said extended West line to the place of beginning.

PROPERTY ADDRESS: 1141 Colrain St SW

WE HEREBY CERTIFY that the buildings and visible improvements are located within the lands and property herein described and that there are no encroachments except as shown hereon.



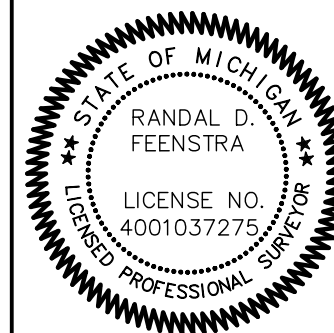
## LEGEND

- Found Iron Stake
- Set Iron Stake
- Set Wood Stake
- ⊕ Utility Pole
- x-x- Fence Line
- D = Deeded
- P = Platted
- M = Measured

- Building
- Deck
- Concrete
- Asphalt
- Gravel



Scale 1" = 50'



*Randal D. Feenstra*

Date \_\_\_\_\_  
 Randal D. Feenstra  
 Registered Surveyor,  
 State of Michigan  
 RLS # 4001037275



3145 Prairie St SW Phone: 616.457.7050  
 Grandville, MI 49418 www.feenstrainc.com

Proj	220643
File	ROGERS HEIGHTS PLAT
Date	12/09/2022

ORDINANCE NO. 6-23

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF ORDINANCES  
BY ADDING SUBSECTION (137) TO REZONE 2244 PORTER AVENUE SW  
FROM R-2 TO R-4

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (137) to read as follows:

- (137) To rezone the following described properties at 2244 Porter Avenue SW (parcel number 41-17-10-307-016) from R-2 Residential District to R-4 Residential District:

**PARCEL NUMBER 41-17-10-307-016, AS SURVEYED:**

LOT(S) ONE (1), TWO (2), THREE (3), AND FOUR (4) OF MOLLOY'S RE-PLAT OF WYOMING PARK ACCORDING TO THE PLAT THEREOF RECORDED IN UBER 19 OF PLATS, PAGE 21 OF KENT COUNTY RECORDS.

ALSO, THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWN 6 NORTH, RANGE 12 WEST, DESCRIBED AS; COMMENCING 80 FEET WEST ON THE EAST AND WEST 1/4 LINE FROM THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1 /4 254 FEET; THENCE WEST PARALLEL WITH THE EAST AND WEST 1 /4 LINE 169.67 FEET TO THE EAST LINE OF MOLLOY'S RE-PLAT OF WYOMING PARK; THENCE NORTH 254 FEET ON THE EAST LINE OF SAID REPLAT AND SAID EAST LINE EXTENDED NORTH TO THE EAST AND WEST 1 /4 LINE; THENCE EAST 169.5 FEET TO PLACE OF BEGINNING.

EXCEPT: THAT PART OF LOT(S) THREE (3), AND FOUR (4) OF MOLLOY'S RE-PLAT OF WYOMING PARK ACCORDING TO THE PLAT THEREOF RECORDED IN UBER 19 OF PLATS, PAGE 21 OF KENT COUNTY RECORDS, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 94.88 FEET ALONG THE WEST LINE OF LOTS 3 AND 4; THENCE EAST 118.0 FEET TO THE EAST LINE OF LOTS 3 AND 4 TO A POINT WHICH IS 96.19 FEET NORTH ALONG THE EAST LINE OF SAID LOTS 3 AND 4 FROM THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH ALONG SAID EAST LINE 96.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE WEST 118.0 FEET ALONG THE SOUTH LINE OF SAID LOT 4 TO THE PLACE OF BEGINNING.

Section 2. That this ordinance shall take effect on \_\_\_\_\_, 2023.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on \_\_\_\_\_, 2023.

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

March 1, 2023

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

**Subject: Request to Rezone 2244 Porter Street SW from R-2 Residential to R-4 Residential (Section 10) (Wyoming Planning Staff)**

**Planning Commission Recommendation: To approve the subject rezoning request.**

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on February 21, 2023. At the meeting, a motion was made by Hall, supported by Randall, to recommend that City Council approval of the proposed rezoning. The motion to approve passed unanimously.

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

Family Promise of Grand Rapids is proposing to build out unused office space in Wyoming Park United Methodist Church as multi-family units to be used for transitional housing. The Wyoming Park United Methodist congregation, and the other two congregations that call this church building home, would continue to use the eastern portion of the building that includes the sanctuary, narthex, lobby, and limited office space. The western portion of the building, which is currently in disuse, would be retrofitted as dwelling units for families at risk of homelessness. While Family Promise disclosed its intended use for the property, this is only a rezoning request and does not include consideration of a site plan or the stated special use.

In February, the Wyoming City Council approved a text amendment to allow for transitional housing. This text amendment was crafted with the input of both City Council and Planning Commission, and it requires transitional housing to be located in commercial districts or in R-4 districts. Family Promise chose to pursue a rezone to R-4.

The R-4 zone district provides for a variety of single-family and multi-family residential uses which are appropriate for this location. With other R-4 parcels nearby, rezoning this parcel to R-4 is not expected to change the character of the area.

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CITY COUNCIL

Robert Arnoys   Tommy Brann   Sheldon DeKryger   Renee Hill   Marissa Postler   Robert Postema  
**Kent Vanderwood, Mayor**

The City's Master Plan, Wyoming [re]Imagined, calls for this parcel to be used as Public/Semi-Public. The Master Plan defines this category as "institutional, educational, religious, public service, and government uses" and specifically mentions schools, non-profits, hospitals, and libraries as "enhance[ing] quality of life." The Master Plan promotes the preservation of these institutions and their integration into any redevelopments. One of the applicants for this rezoning is a church and the other is a non-profit providing services to Wyoming residents, and their proposal fits with the direction of the Master Plan for these parcels.

At this point, Planning Commission is only considering the rezoning of this parcel, which is required before this development is eligible for the proposed use. The Good Neighbor Plan will be presented when this development comes back to Planning Commission for special use and site plan approvals. The process for this development is as follows:

During the public hearing, seven residents spoke regarding the request with three in favor and four against. A letter was also mailed to each property owner of the subject parcels providing notification of the proposed rezoning. Planning staff received two letters of response from these property owners with one in favor and one against. In addition, Family Promise submitted a packet of 50 letters of support and sign-in sheets for the 3 informational meetings that were conducted in the neighborhood. Most of these letters were signed by residents from the larger Grand Rapids region.

The majority of the public comments and letters—both in favor of the project and against—addressed the proposed transitional housing use. In preparation for the site plan and special use approval process, Family Promise is required to assemble a "Good Neighbor Plan," which includes additional neighborhood engagement. The Good Neighbor Plan also requires that Family Promise draft a number of policies that address concerns that neighbors might have, such as: loitering, litter, crime prevention, and landscape maintenance. During the site plan and special use approval process, planning commissioners and the public will have the Good Neighbor Plan to review, which will address many of the comments made during the public hearing.

If approved for the proposed rezoning, the property owner would need to submit for formal site plan review prior to any new development occurring at the site. A copy of the proposed rezoning survey is attached to this letter.

Respectfully submitted,



Nicole Hofert, Director of Community and Economic Development  
Community and Economic Development Department

Cc: John McCarter, Interim City Manager

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING  
PLANNING COMMISSION AT ITS REGULAR MEETING OF FEBRUARY 21, 2023

PLANNING COMMISSION  
MEETING MINUTES OF MARCH 21, 2023  
CITY COUNCIL CHAMBERS  
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Gilreath-Watts, Hall, Micele, Randall, Zapata

MEMBERS ABSENT: VanDuren, Weller

STAFF PRESENT: Hofert, Director of Community & Economic Development  
Meagher, Planner II  
Smith, Planner II  
Dent, Recording Secretary

CALL TO ORDER

Chair Micele called the meeting to order at 7:00 PM.

A motion was made by Hall, supported by Gilreath-Watts, to excuse VanDuren and Weller. A vote on the motion carried unanimously.

APPROVAL OF MINUTES

The minutes of January 17, 2023 were approved to stand as read.

APPROVAL OF AGENDA

The agenda was approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

Micele opened the public comment period for non-public hearing agenda items at 7:01 PM. There was no public comment and the public hearing was closed.

NEW BUSINESS

AGENDA ITEM NO. 1

Request for a rezoning from R-2 Single-Family Residential to R-4 Multifamily Residential at 2244 Porter Street SW (Section 10) (Wyoming Park United Methodist and Family Promise of Grand Rapids)

Smith explained that the site is currently zoned R-2 Residential and includes multiple parcels totaling 1.54 acres. Smith outlined the various uses of the surrounding land.

Smith said that Family Promise of Grand Rapids is proposing to build out unused office space in Wyoming Park United Methodist Church as multi-family units to be used for transitional housing. The Wyoming Park United Methodist congregation, and the other two congregations that call this church building home, would continue to use the eastern portion of the building that includes the sanctuary, narthex, lobby, and limited office space. Smith stated that the western portion of the building, which is currently in disuse, would be retrofitted as dwelling units for families at risk of homelessness. Smith stated that for Family Promise to pursue a transitional housing development at this site, the property must be rezoned to commercial or R-4 and that Family Promise has elected to pursue R-4.

Smith explained that Family Promise of Grand Rapids held several neighborhood informational meetings to collect feedback. Some of the documentation of those meetings was provided in support of this rezoning request, but additional information will be provided as a part of the “Good Neighbor Plan” required for special use approval for transitional housing should the property be successfully rezoned.

Smith said that Section 90-516(6) establishes general review standards for rezonings:

*(A) Consistency with the adopted master plan;*

The City’s Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies these parcels as Public/Semi-Public. The proposed use is consistent with the future envisioned use, which includes churches and non-profits.

*(B) Compatibility of the allowed uses with existing and future land uses;*

The current church use is consistent with the desired future use. The proposed rezoning to R-4 and the proposed transitional multi-family housing are also consistent with the desired future use, which includes non-profits.

*(C) Capability of the property to be served by public services;*

The property can be served by public utilities.

*(D) Ability of the property to be used as currently zoned;*

The property’s current R-2 zoning does not allow for a transitional housing component. If the church were to relocate to a smaller building and sell this parcel, it would be unlikely to find another church user. A developer would be unlikely to take on the burden of demolishing the existing structure to build four single family homes. Subject parcels are located adjacent to another parcel zoned R-4 and there are several other R-4 parcels nearby.

*(E) Appropriateness of all uses allowed within the proposed district at the property location.*  
The R-4 zone district provides for a variety of single-family and multi-family residential uses which are appropriate for this location. With other R-4 parcels nearby, R-4 uses would be appropriate.

Smith explained the following staff comments:

*(A) Transitional Housing Text Amendment*

In December, the Wyoming Planning Commission approved a text amendment to allow for transitional housing. That text amendment had its first reading in January and was approved at the City Council meeting in February. This text amendment was crafted with the input of both City Council and Planning Commission, and it requires transitional housing to be located in commercial districts or in R-4 districts.

*(B) Process*

At this point, Planning Commission is only considering the rezoning of this parcel, which is required before this development is eligible for the proposed use. The Good Neighbor Plan will be presented when this development comes back to Planning Commission for special use and site plan approvals. The process for this development is as follows:

- February 20 – Planning Commission considers rezoning request.
- March 6 – City Council hears the first reading of the rezone request.
- April 3 – City Council hears the second reading of the rezone request.
- April 18 – The first Planning Commission meeting where this development would be eligible for special use and site plan approvals.

*(C) Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)*

The city's 2019 AI and HNA did not identify any shelters or offices of homeless services within the City's borders. The AI recognized that Wyoming is an active participant in the continuum of care providing homeless services, but identified this as an issue that "may warrant more focused attention."

*(D) Master Plan*

The City's Master Plan, Wyoming [re]Imagined, calls for these parcels to be used as Public/Semi-Public. The Master Plan defines this category as "institutional, educational, religious, public service, and government uses" and specifically mentions schools, non-profits, hospitals, and libraries as "enhance[ing] quality of life." The Master Plan promotes the preservation of these institutions and their integration into any redevelopments. One of the applicants for this rezoning is a church and the other is a non-profit providing services to Wyoming residents, and their proposal fits with the

direction of the Master Plan for these parcels.

*(E) Location*

This property is located near a small retail plaza, several communities of faith, a local elementary school, a local junior high school, a large public park, and two large business parks. All of these resources are within walking distance, but the Burton bus route runs down Porter Street and provides regular service at 30- and 60-minute intervals. Whether this parcel is successfully developed as transitional housing or as traditional multi-family housing, the proximity of the amenities, services, and employment opportunities will be important components.

Smith shared that the proposed rezoning would allow a developer to pursue a transitional housing development which will provide housing to those at risk of homelessness and is a service that is currently unavailable to Wyoming residents. Smith said that providing transitional housing within Wyoming eases the burden on families with school-age children by limiting the transportation burdens that they face and allowing their children to continue in the same school district more easily.

Smith said that the Development Review Team recommends the Planning Commission grant the R-4 rezoning request and recommend the same to the City Council subject to conditions 1-3 below:

- 1.) Maintain 20 feet fire access lane on south and east side of church. Maintain fire access lane on east side of the house.
- 2.) For resultant parcel "B", parcel # 41-17-02-307-016 will need to be split to be combined with -002. A land division application will need to be completed.
- 3.) Developer must submit a shared access agreement and easement for shared drive access to Wyoming Avenue.

Micole opened the public hearing at 7:08 PM.

Angie Phillips, 2203 Porter St. SW, Ste 302, she said she lives across the street from United Methodist in Heritage Square Condos. Phillips said she has lived in her condo for 3 years and the neighborhood is nice and quiet along with being close to Lamar Park and the bus stop. Phillips said that she sees Family Promise as an asset to the community and thinks that it will bring more life to Porter Street. Phillips said that her vote is yes for Family Promise and for the rezone to R-4.

Steve Meredith, 2315 Camden Ave SW, said he moved to Wyoming in 1981. Meredith said that he raised his kids here, his children went to Wyoming Schools, and he attends United Methodist

Church, so he has a vested interest in Wyoming. He gave some background about the church saying the church was struggling so the church put together a master plan for the vision of future use of the building. He said that the church will remain and will be vibrant. Meredith said that the Church is already working with Family Promise with other services and said Wyoming can be a leader since there isn't a project out there like this.

Vikki Briggs, 2545 De Laat Ave SW, said she has lived in her home for 33 years. Briggs asked what the pros and cons are regarding the rezone and wanted to know what the implications would be if Family Promise fails. She wanted to know if a business would be permitted if the project does not work out and asked for more information about Family Promise's history with surrounding neighborhoods.

Nate Whitchurch, 2433 Wyoming Ave SW, said his home is almost right across the street from United Methodist Church. Whitchurch asked what the long-term ramifications would be if the project didn't succeed and asked if it would open up the door for other businesses to operate in the space. He said homeless shelters can perhaps be difficult for the area. He has small children and so safety is the top concern. Increasing the amount of traffic in the area could be dangerous in the long term.

Ryan Quanstrum, 875 26<sup>th</sup> St. SW, said he is the pastor of the Clyde Park Church of the Nazarene. He said he gets calls from individuals seeking rental assistance on a weekly basis. Quanstrum said he refers people to other agencies and shelters and none of them are located in Wyoming. He said there is a dire need for assistance. He said that he knows there are concerns about safety and has worked with transitional housing in the State of North Carolina where he was a pastor previously. He said that people shouldn't be afraid of those with low income and said in North Carolina studies have shown that there tends to be more long long-termness with this type of housing. He urged the Commissioners to move forward with the project and stated that we need more housing projects like this.

Paul Swanberg, 2225 Porter St. SW, said he lives right across the street and wants someone to check crime rates and property values if the project is approved. He stated that he wants the commissioners to check all avenues before approval.

Kendall, 2247 Porter St. SW, said that living so close to the church she worries about crime and what will happen if Family Promise doesn't work out. She said that she has general safety concerns for the families in the neighborhood and asked that the project is thoroughly planned out before a decision is made.

Micele closed the public hearing at 7:21 PM.

Meagher spoke to the commissioners informing them of the two letters that staff received. One letter was in favor of the project and one letter was in opposition. Meagher also reminded the commissioners of the letters of support staff received with the application, those letters were

provided to the commissioners before the meeting.

Joel Kamstra, Frisia Group, introduced himself as the development consultant on behalf of Family Promise. He said he has worked with City Staff and Stakeholders for months to get to the point they are now and that he appreciates commissioners hearing the application for the rezone. Kamstra said that the intent of the project aligns with the city and the zoning code. He said that he enjoyed working collaboratively with staff and hopes to continue to do so. Kamstra said he hopes commissioners will agree that the project is a logical candidate for a rezone and the change in zoning creates a win-win between the city and Family Promise. Kamstra said that the site engineer and representatives from Family Promise and the church are available for comments.

A motion was made by Hall, supported by Randall, to grant the R-4 rezoning request and recommend the same to City Council.

Randall commented about a report that was released by Housing Next, a firm that is working with Kent County to determine the amount of residential units needed to resolve the housing crisis. She said that with the revised data the estimation is that 34,000 additional units are necessary as a county to reach capacity and house people that are living in the area. She supports projects that explore multifamily residences as an opportunity to expand options for those who may be struggling to maintain housing in the community.

Hall commented on the statements from residents regarding the use of the building if Family Promise doesn't work out and wanted to know if Family Promise has any other projects like this.

Smith said that Family Promise can address the board about their history. Smith clarified that R-4 zoning does not allow for commercial uses, only residential uses.

Jim Davis, Director of Housing for Family Promise, addressed the board saying that Family Promise has spent the last 25 years addressing the housing crisis that families with children experience. The goal is to eliminate family homelessness one family at a time, and they do that with emergency shelter and transitional-type housing. He said this is not the first time Family Promise has developed a project like this. He said over 1000 individuals have been through their services in a dignifying environment where children can go to school and parents can continue to go to work and this is accomplished with scattered sites in various communities. Davis said that Family Promise has been working with churches for years through their Interfaith Hospitality Network providing temporary shelter. The goal is to work with the community to provide more long-term housing and most of the families they work with are fully employed, often have their own transportation, and their children attend the local public schools. Davis said that over 80% of families find permanent housing in less than 90 days, and the average stay is 57 days. Given the proximity to transit and the surrounding residential properties, this would be a great opportunity for R-4 use. Family Promise wants to be a good neighbor and said that he is here for any questions.

Hall asked staff if police is part of the Development Review Team and asked if the police have any safety concerns.

Smith said that police did not have any comments regarding safety for this rezoning request and, if the request is approved, the Good Neighbor Plan will give them the opportunity to see how the site will be programmed.

Davis said that with the buildings and uses Family Promise chooses to work with in West Michigan crime tends to go down in that area because of increasing security and staff on site.

A vote on the motion carried unanimously.

#### AGENDA ITEM NO. 2

Request for a rezoning from Form Based Code- Corridor Urban (FBC-CU) and R-2 Single-Family Residential to Form Based Code- Corridor Neighborhood (FBC-CN) at 1141 Colrain Street SW (Section 14) (Grandview Ventures LLC).

Smith explained that the site is currently zoned R-2 Residential and FBC-CU Form Based Code-Corridor Urban. The site includes multiple parcels totaling 1.48 acres. Smith outlined the various uses of the surrounding land.

Smith stated that the property, located at 1141 Colrain Street, is the Rogers homestead and contains a single-family home. He said that currently, it is zoned as Corridor Urban in the City's Form Based Code, which does not allow for single family homes and calls for a commercial or mixed-use development at the site. The property owner requests that it be rezoned as Form Based Code - Corridor Neighborhood, which would leave it in the Form Based Code but allow for it to be redeveloped as a residential site.

Section 90-516(6) establishes general review standards for rezonings:

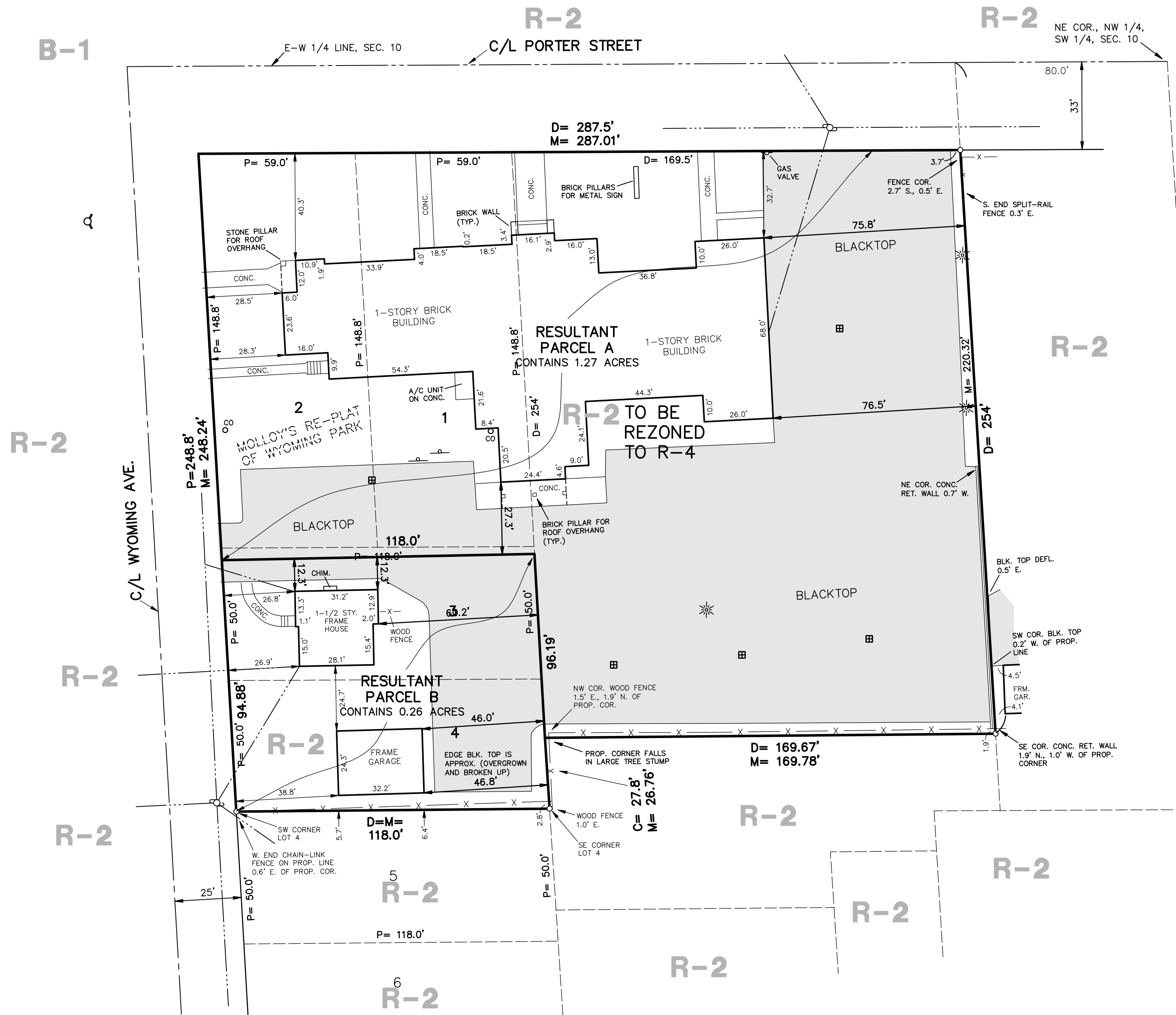
*(A) Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies these parcels as Mixed Use. The proposed rezoning is consistent with the future envisioned use, which recommends multifamily developments at the edges of Mixed-Use districts.

*(B) Compatibility of the allowed uses with existing and future land uses;*

The current single-family home is not consistent with the current zoning. The single-family home is consistent with the proposed rezoning to Corridor Neighborhood and could be repurposed to be consistent with the desired future use.

*(C) Capability of the property to be served by public services;*



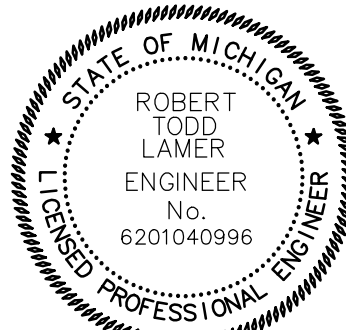
Description as furnished: (Overall Parcel)  
 Land in the City of Wyoming, Kent County, MI, described as follows:  
 Lot(s) One (1), Two (2), Three (3), and Four (4) of MOLLOY'S RE-PLAT OF WYOMING PARK according to the plat thereof recorded in Liber 19 of Plats, Page 21 of Kent County Records.  
 Also, that part of the Northwest 1/4 of the Southwest 1/4 of Section 10, Town 6 North, Range 12 West, described as; Commencing 80 feet West on the East and West 1/4 line from the Northeast corner of said Northwest 1/4 of the Southwest 1/4; thence South parallel with the East line of said Northwest 1/4 of the Southwest 1/4 254 feet; thence West parallel with the East and West 1/4 line 169.67 feet to the East line of MOLLOY'S RE-PLAT OF WYOMING PARK; thence North 254 feet on the East line of said replat and said East line extended North to the East and West 1/4 line; thence East 169.5 feet to place of beginning.

SETBACK REQUIREMENTS (R-2)	SETBACK REQUIREMENTS (R-4)
FRONT YARD: 35'	FRONT YARD: 35'
REAR YARD: 35'	REAR YARD: 35'
SIDE YARD (INDIVIDUAL): 7'	SIDE YARD (INDIVIDUAL): 20'
SIDE YARD (TOTAL): 18'	SIDE YARD (TOTAL): 40'

Description of House Parcel:  
 Land in the City of Wyoming, Kent County, MI, described as follows:  
 That part of Lot(s) Three (3), and Four (4) of MOLLOY'S RE-PLAT OF WYOMING PARK according to the plat thereof recorded in Liber 19 of Plats, Page 21 of Kent County Records, described as: BEGINNING at the Southwest corner of said Lot 4; thence North 94.88 feet along the West line of Lots 3 and 4; thence East 118.0 feet to the East line of Lots 3 and 4 to a point which is 96.19 feet North along the East line of said Lots 3 and 4 from the Southeast corner of said Lot 4; thence South along said East line 96.19 feet to the Southeast corner of said Lot 4; thence West 118.0 feet along the South line of said Lot 4 to the place of beginning.

Description of Remainder Parcel:  
 Land in the City of Wyoming, Kent County, MI, described as follows:  
 Lot(s) One (1), Two (2), Three (3), and Four (4) of MOLLOY'S RE-PLAT OF WYOMING PARK according to the plat thereof recorded in Liber 19 of Plats, Page 21 of Kent County Records.  
 Also, that part of the Northwest 1/4 of the Southwest 1/4 of Section 10, Town 6 North, Range 12 West, described as; Commencing 80 feet West on the East and West 1/4 line from the Northeast corner of said Northwest 1/4 of the Southwest 1/4; thence South parallel with the East line of said Northwest 1/4 of the Southwest 1/4 254 feet; thence West parallel with the East and West 1/4 line 169.67 feet to the East line of MOLLOY'S RE-PLAT OF WYOMING PARK; thence North 254 feet on the East line of said replat and said East line extended North to the East and West 1/4 line; thence East 169.5 feet to place of beginning.

EXCEPT: That part of Lot(s) Three (3), and Four (4) of MOLLOY'S RE-PLAT OF WYOMING PARK according to the plat thereof recorded in Liber 19 of Plats, Page 21 of Kent County Records, described as: BEGINNING at the Southwest corner of said Lot 4; thence North 94.88 feet along the West line of Lots 3 and 4; thence East 118.0 feet to the East line of Lots 3 and 4 to a point which is 96.19 feet North along the East line of said Lots 3 and 4 from the Southeast corner of said Lot 4; thence South along said East line 96.19 feet to the Southeast corner of said Lot 4; thence West 118.0 feet along the South line of said Lot 4 to the place of beginning.



*Robert Todd Lamer*

- SCALE: 1" = 30'  
 LEGEND
- = IRON STAKE FOUND
  - ⊕ = UTILITY POLE
  - ☼ = LIGHT POLE
  - = SIGN
  - ⊞ = CATCH BASIN
  - = MANHOLE
  - ∞ = CLEAN OUT
  - C = CALCULATED DIMENSION
  - D = DEEDED DIMENSION
  - M = MEASURED DIMENSION
  - x-x- = FENCE LINE
  - = OVERHEAD WIRES

### RE-ZONE MAP

**RE: 2244 PORTER ST./2420 WYOMING AVE. SW**

FOR: CHERYL SCHUCH, CEO  
 FAMILY PROMISE OF GRAND RAPIDS  
 516 CHERRY ST. SE  
 GRAND RAPIDS, MI 49503

PART OF THE SW 1/4, SECTION 10, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN

1/18/2023	REZONE MAP DESCRIPTIONS	DATE	REVISION
BY	BY	DATE	DATE

**exxel engineering, inc.**  
 planners · engineers · surveyors  
 5252 Clyde Park, S.W. • Grand Rapids, MI 49509  
 Phone: (616) 531-3660 www.exxelengineering.com

DRAWN BY: JJS  
 APPROVED BY: VAD  
 FILE NO.: 221809E

PROJ. ENG.: RTL  
 PROJ. SURV.: VAD  
 DATE: 9/13/2022

**SHEET**  
1 of 1

MEMORANDUM  
City of Wyoming, Michigan

TO : Mayor Kent Vanderwood  
City Councilmembers

cc: John McCarter, Acting/Interim City Manager  
Jodi Yenchar, Finance Director

FROM: Kelli VandenBerg, City Clerk

DATE: February 27, 2023

RE: Officers Compensation Commission

The Officers Compensation Commission met on February 23, 2023, and passed a motion to increase the annual compensation of elected officials in the City of Wyoming. The recommended increase includes a 2% increase on July 1, 2023 and a 2% increase on July 1, 2024. This recommended increase would result in the following annual rates:

	Mayor	Mayor Pro Tem	Councilmember	Annual Total*
Current	\$14,396	\$10,968	\$9,614	\$74,154
July 1, 2023	\$14,684	\$11,187	\$9,953	\$75,637
July 1, 2024	\$14,978	\$11,411	\$10,152	\$77,150

\*The annual total includes Mayor (1), Mayor Pro Tem (1), and councilmembers (5).

The draft minutes of the Commission meeting are attached.

Under State law and our Charter, the City Council may reject the determination of the Commission within 30 days by a two-thirds vote. If the Council takes no action, or if a vote to reject fails, the Commission's determination will take effect. Under your rules of procedure, the request of two Councilmembers is required to place the item on the agenda for consideration.

Please let me know if you have any questions.

City of Wyoming  
OFFICERS COMPENSATION COMMISSION  
February 23, 2023

PRESENT: Steve Balk, Karl Cuncannan, Kim Grzeszak, Robert Kilgo, Jack Poll and Don Stypula

ABSENT: Tim Dent

STAFF: Kelli VandenBerg, City Clerk

The meeting was called to order at 2:00 p.m. by Clerk VandenBerg. Members introduced themselves and the clerk gave an overview of the duties of the commission.

**Election of Officers**

Motion by Stypula, seconded by Kilgo, CARRIED, to appoint Poll as Chairperson. All ayes.

Motion by Poll, seconded by Stypula, CARRIED, to appoint Grzeszak as Secretary. All ayes.

**Approval of the Minutes**

Motion by Poll, seconded by Grzeszak, CARRIED, to approve the minutes of February 11, 2021. All ayes.

**Public Comment**

None.

**Consideration of Elected Officials Compensation**

Commission members reviewed the data provided by the Clerk and discussed reasons why an increase may be justified. Several members expressed concern with the economy. Members also noted the council's ability to reject a proposed increase if they so wished.

Motion by Stypula, seconded by Balk, CARRIED, to increase the compensation of elected officials by 2% during fiscal year 2023-24 and 2% during fiscal year 2024-25. All ayes.

Commission members suggested development of a list of duties and expectations for the Mayor, Mayor Pro Tem and city councilmembers. Poll noted there are several basic, but critical duties of those serving in these roles and dates when their attendance should be required. It will better

serve those exploring candidacy and those who have been elected to have a basic outline of these duties and expectations.

There being no further business, the meeting adjourned at 2:40 p.m.

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Kimberly Grzeszak, Secretary

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Kelli A. VandenBerg, City Clerk  
Recording Secretary