

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, APRIL 3, 2023, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Wayne Ondersma, The Pier Church

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

3) Pledge of Allegiance

4) Roll Call

5) Student Recognition

6) Approval of Minutes

From the March 20, 2023 Regular Meeting

7) Approval of Agenda

8) Public Hearings

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

7:01 p.m. To Confirm the Necessity of an Aerial Insecticide Spray for a Spongy Moth Suppression Program, Special Assessment Roll #23-814

7:02 p.m. To Confirm the Necessity of an Aerial Insecticide Spray for a Spongy Moth Suppression Program, Special Assessment Roll #23-815

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

b) Proclamations

11) Petitions and Communications

a) Petitions

b) Communications

12) Reports from City Officers

a) From City Council

b) From City Manager

23-01 Acceptance of a Temporary Permit for 1100 Gezon Parkway SW
(Samco Land, LLC)

23-02 Acceptance of a Temporary Permit for 1200 – 56th Street SW
(Paragon Partners, LLC)

23-03 Acceptance of an Easement for 500 – 54th Street SW
(Rollins Leasing Corporation)

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) Of Appreciation to Hung Nguyen for His Service as a Member of the WKTV Commission of the City of Wyoming
- b) To Authorize Members of the City Council to Attend the Michigan Municipal League 2023 Capital Conference

15) Resolutions

- c) To Set a Public Hearing for the Proposed 2023-2024 Budget for the City of Wyoming (May 1, 2023 at 7:03 p.m.)
- d) To Confirm Special Assessment Roll #23-814 for the Spongy Moth Suppression Project
- e) To Confirm Special Assessment Roll #23-815 for the Spongy Moth Suppression Project
- f) To Approve and Authorize the City Clerk to Sign a Facilities Use Agreement with the Grand Valley Armory
- g) To Approve and Authorize the Interim City Manager to Sign a Provider Agreement for Project Funding with Kent County

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

- h) To Accept a Proposal for the Purchase of a Fire Engine and Associated Equipment, Approve a Budget Amendment, and Authorize Execution of a Contract (Budget Amendment No. 64)
- i) To Award the Bid for the 2023 Wyoming Resurfacing Program and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 63)
- j) For Award of Bid and to Authorize the Mayor and City Clerk to Sign the Contract
 - 1. Ready Mixed Concrete

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 (Final Reading)
- 6-23 To Amend Section 90-515 of the Code of Ordinances by Adding Subsection (137) to Rezone 2244 Porter Street SW from R-2 to R-4 (Final Reading)
- 7-23 To Amend Section 90-515 of the Code of Ordinances by Adding Subsection (138) to Rezone a 0.96 Acre Portion of 2222 44th Street SW Located Just South of 2330 44th Street SW from R-1 Residential to B-1 Local Business (First Reading)
- 8-23 To Amend Chapter 90, Articles 3 and 5, of the Code of Ordinances by Amending Sections 90-320 and 90-508 to Update Language Regulating Outdoor Equipment Storage and Drive Openings at Automobile Service Stations (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (Pending Litigation)

21) Adjournment

April 3, 2023

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 23-01

Subject: Acceptance of a Temporary Permit for
1100 Gezon Parkway, SW (Samco Land, LLC)

Councilmembers:

Samco Land, LLC, owner of 1100 Gezon Parkway, SW, has submitted the following described Temporary Permit. The Temporary Permit will allow required access for construction and grading purposes. The Temporary Permit area is shown on the attached Estimate of Just Compensation form. This Temporary Permit is required as part of the Gezon Parkway/54th Street widening and resurfacing project from Byron Center Avenue to Division Street in 2023.

Grantor:	Samco Land, LLC
Parcels:	41-17-35-401-012
Right-of-way Size	2,702 sf – Temporary Permit
Consideration:	\$2,121.07

It is recommended that the City Council accept the attached Temporary Permit, which has been approved as to form by the City Attorney.

Respectfully submitted,



John McCarter
Acting/Interim City Manager

Attachments: Temporary Permit
Estimate of Just Compensation

community • safety • stewardship

CITY COUNCIL

Robert Arnoys

Tommy Brann

Sheldon DeKryger

Renee Hill

Marissa Postler

Robert Postema

Kent Vanderwood, Mayor

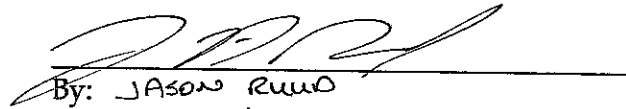
TEMPORARY PERMIT
Parcel No. 41-17-35-401-012

The Grantor, **Samco Land, LLC**, a Michigan corporation, whose address is 1100 Gezon Parkway, SW, Wyoming, MI 49509, for the consideration of Two Thousand One Hundred Twenty-one Dollars and 7 Cents (\$2,121.07), the receipt and adequacy of which is acknowledged, grants and conveys to the CITY OF WYOMING, a Michigan municipal corporation, whose address is 1155 28th Street, SW, Wyoming, MI 49509 a temporary permit to change existing land contours, to remove and/or install trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, public and private utilities, drainage facilities, lighting facilities, and other facilities as required for the Gezon Parkway and 54th Street Improvement Project from Byron Center Ave SW to Division Ave S. All areas disturbed by the work in the Temporary Permit Area will be properly restored. The Temporary Permit Area is located on property in the City of Wyoming, Kent County, Michigan, described on the attached Exhibit A.

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the Gezon Parkway and 54th Street Improvement Project from Byron Center Avenue to Division Avenue, including restoration of the Temporary Permit Area. The permit is effective from the start of construction for one year, but not later than June 1, 2025.

DATED: 3/9/2023

GRANTOR:
Samco Land, LLC


By: JASON RUUD
Its: President

Prepared by:
Deborah S. Poeder
Land Matters
488 Kinney Ave., NW
Grand Rapids, MI 49534

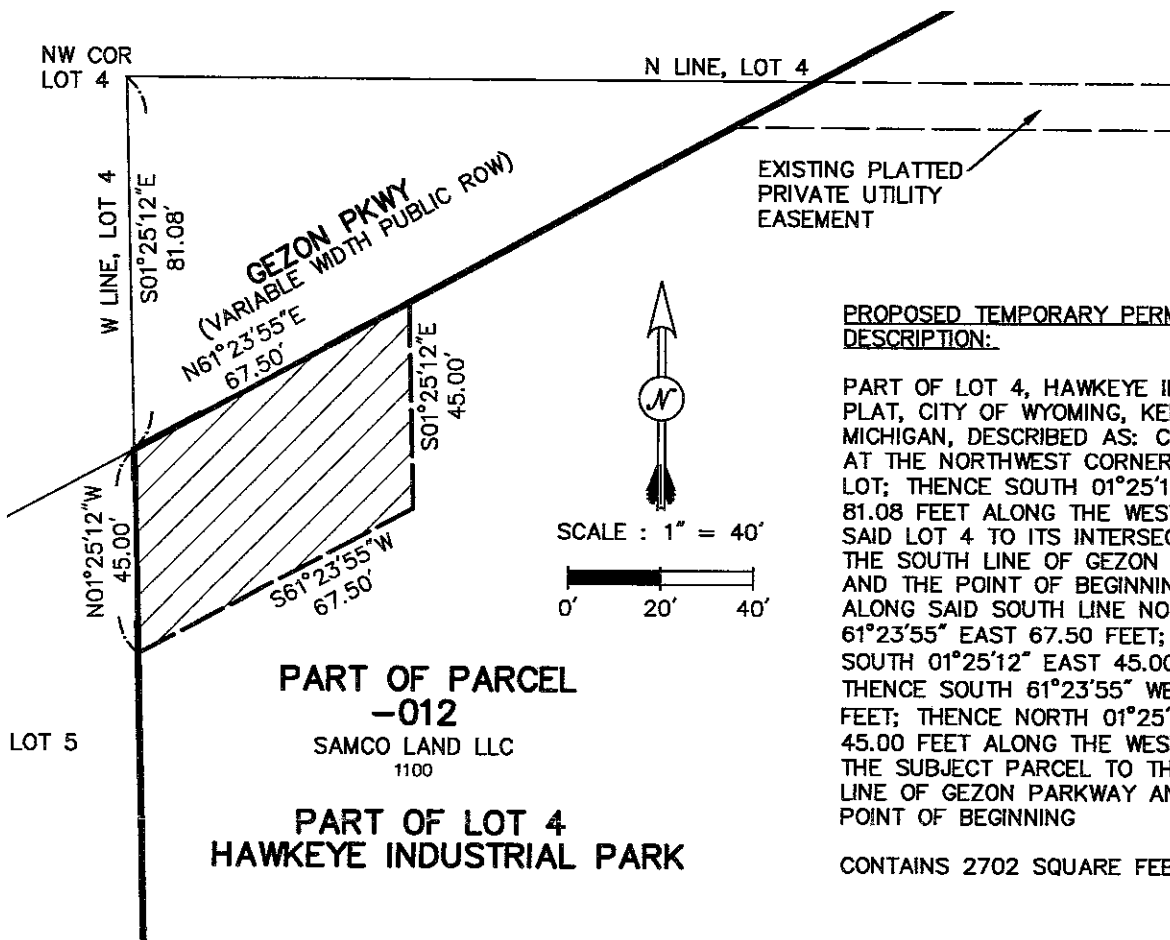
Legal Description prepared by:
Daniel B. Elzinga, PS
Prein & Newhof
355 Evergreen Drive, NE
Grand Rapids, MI 49525

Approved as to form:

Scott G. Smith, City Attorney

EXHIBIT "A"

41-17-35-401-012



EXISTING PLATTED PRIVATE UTILITY EASEMENT



SCALE : 1" = 40'

PROPOSED TEMPORARY PERMIT DESCRIPTION:

PART OF LOT 4, HAWKEYE INDUSTRIAL PLAT, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 01°25'12" EAST 81.08 FEET ALONG THE WEST LINE OF SAID LOT 4 TO ITS INTERSECTION WITH THE SOUTH LINE OF GEZON PARKWAY AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH LINE NORTH 61°23'55" EAST 67.50 FEET; THENCE SOUTH 01°25'12" EAST 45.00 FEET; THENCE SOUTH 61°23'55" WEST 67.50 FEET; THENCE NORTH 01°25'12" WEST 45.00 FEET ALONG THE WEST LINE OF THE SUBJECT PARCEL TO THE SOUTH LINE OF GEZON PARKWAY AND THE POINT OF BEGINNING

CONTAINS 2702 SQUARE FEET

**PART OF PARCEL
-012
SAMCO LAND LLC
1100**

**PART OF LOT 4
HAWKEYE INDUSTRIAL PARK**

SUBJECT PARCEL DESCRIPTION (PER BEST HOMES TITLE AGENCY, LLC COMMITMENT NO. BH-232045):

SITUATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN LOT 4, AMENDED PLAT OF LOTS 3 AND 4, HAWKEYE INDUSTRIAL PARK, SECTION 35, TOWN 6 NORTH, RANGE 12 WEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN LIBER 102 OF PLATS, PAGE 3. KENT COUNTY RECORDS. EXCEPT THAT PART DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 89°43'18" EAST 149.34 FEET ALONG THE NORTH LINE OF LOT 4; THENCE SOUTH 61°23'55" WEST 167.81 FEET; THENCE NORTH 01°25'12" WEST 81.08 FEET ALONG THE WEST LINE OF LOT 4 TO THE PLACE OF BEGINNING.

ALSO

THAT PART OF THE NORTHEAST 1/4, SECTION 35, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF LOT 4 OF THE AMENDED PLAT OF LOTS 3 AND 4, HAWKEYE INDUSTRIAL PARK; THENCE NORTH 01°25'12" WEST 40.02 FEET ALONG THE EXTENDED EAST LINE OF SAID LOT 4 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89°43'18" WEST 208.26 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 35; THENCE NORTH 61°23'55" EAST 103.91 FEET ALONG THE SOUTHERLY LINE OF GEZON PARKWAY, THENCE NORTHEASTERLY 89.33 FEET ALONG SAID SOUTHERLY LINE ON A 845.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 58°22'13" EAST 89.29 FEET; THENCE SOUTH 82°15'05" EAST 39.07 FEET; THENCE SOUTH 01°25'12" EAST 92.34 FEET ALONG THE EXTENDED EAST LINE OF SAID LOT 4 TO THE PLACE OF BEGINNING. THIS PARCEL.

AUST - 2220948 Surveying - -012 TEMP EASEMENT - Feb. 27 2023 - 10:00am

Prein & Newhof
 Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE t. (616) 364-8491
 Grand Rapids, MI 49525 f. (616) 364-6955
 www.preinnewhof.com info@preinnewhof.com

CLIENT:
 CITY OF WYOMING
 1155 28TH STREET SW
 WYOMING, MI 49509

LOCATED IN : SECTION 35
 TOWN 6 NORTH, RANGE 12 WEST
 CITY OF WYOMING,
 KENT COUNTY, MICHIGAN

Date : 02/22/2023 PAGE
 Project No. 2220948 1 OF 1

**CITY OF WYOMING
ESTIMATE OF JUST COMPENSATION**

PROJECT: Improvements in Gezon Parkway & 54th Street

SITE DATA:		Permanent Parcel No.: 41-17-35-401-012
Parcel:	Samco Land, LLC	Land Use: Commercial – Improved
Address:	1100 Gezon Parkway, SW	Zoning: 201

<p>ACQUISITION DESCRIPTION:</p> <p>Value obtained from a Market Study by Integra Realty Resources – Grand Rapids.</p> <p>Summary of Costs:</p> <p><u>Temporary Permit:</u> An irregular piece of property located adjacent to Gezon Parkway as shown on sketch.</p> <p>Area: 2702 sft</p>	<p>SKETCH:</p>
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COMPUTATION OF VALUE:		
LAND ACQUISITION, TEMPORARY PERMIT		
2702 sft. (Area) X	\$ 7.85 / sft x 10% =	\$ 2,121.07
		\$ 2,121.07

REMARKS:

Signed:

Land Matters
Deborah S. Poeder

for information call 616.791.9805

\$ 2,121.07

Agreed to by: Samco Land, LLC

By: JASON RUMB

Its: PRESIDENT

April 3, 2023

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 23-02

Subject: Acceptance of a Temporary Permit for
1200 – 56th Street, SW (Paragon Partners, LLC)

Councilmembers:

Paragon Partners, LLC, owner of 1200 – 56th Street, SW, has submitted the following described Temporary Permit. The Temporary Permit will allow required access for construction and grading purposes. The Temporary Permit area is shown on the attached Estimate of Just Compensation form. This Temporary Permit is required as part of the Gezon Parkway/54th Street widening and resurfacing project from Byron Center Avenue to Division Street in 2023.

Grantor:	Paragon Partners, LLC
Parcels:	41-17-35-401-015
Right-of-way Size	1,142 sf – Temporary Permit
Consideration:	\$896.47

It is recommended that the City Council accept the attached Temporary Permit, which has been approved as to form by the City Attorney.

Respectfully submitted,



John McCarter
Acting/Interim City Manager

Attachments: Temporary Permit
Estimate of Just Compensation

community • safety • stewardship

CITY COUNCIL

Robert Arnoys

Tommy Brann

Sheldon DeKryger

Renee Hill

Marissa Postler

Robert Postema

Kent Vanderwood, Mayor

TEMPORARY PERMIT
Parcel No. 41-17-35-401-015

The Grantor, **Paragon Partners, LLC**, a Michigan limited liability company, whose address is 3837 Sundial Ave., Hudsonville, MI 49426, for the consideration of Eight Hundred Ninety Six Dollars and 47 Cents (\$896.47), the receipt and adequacy of which is acknowledged, grants and conveys to the CITY OF WYOMING, a Michigan municipal corporation, whose address is 1155 28th Street, SW, Wyoming, MI 49509 a temporary permit to change existing land contours, to remove and/or install trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, public and private utilities, drainage facilities, lighting facilities, and other facilities as required for the Gezon Parkway and 54th Street Improvement Project from Byron Center Ave SW to Division Ave S. All areas disturbed by the work in the Temporary Permit Area will be properly restored. The Temporary Permit Area is located on property in the City of Wyoming, Kent County, Michigan, described on the attached Exhibit A.

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the Gezon Parkway and 54th Street Improvement Project from Byron Center Avenue to Division Avenue, including restoration of the Temporary Permit Area. The permit is effective from the start of construction for one year, but not later than June 1, 2025.

DATED: 3-22-23

GRANTOR:
Paragon Partners, LLC

Matthew R. Vdeci
By:
Its: owner

Prepared by:
Deborah S. Poeder
Land Matters
488 Kinney Ave., NW
Grand Rapids, MI 49534

Legal Description prepared by:
Daniel B. Elzinga, PS
Prein & Newhof
355 Evergreen Drive, NE
Grand Rapids, MI 49525

Approved as to form:

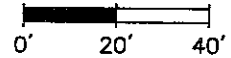
Scott G. Smith, City Attorney

EXHIBIT "A"

41-17-35-401-015



SCALE : 1" = 40'



CENTER
SEC 35
T6N, R12W

E-W ¼ LINE, SEC 35, T6N, R12W

56TH ST
(VARIABLE WIDTH PUBLIC ROW)

S89°43'16"E 98.81'

L=117.33'
R=110.00'
CH=N59°10'11"W 111.85'

**PART OF PARCEL
-015**
PARAGON PARTNERS LLC
1200

S28°35'58"E
21.34'

W LINE,
LOT 5
HAWKEYE
INDUSTRIAL
PARK

S16°24'04"W
35.38'

S28°35'51"E
15.00'

N61°24'04"E 72.30'
S61°24'04"W 80.00'
GEZON PKWY
(VARIABLE WIDTH PUBLIC ROW)

PROPOSED TEMPORARY PERMIT DESCRIPTION:

COMMENCING AT THE SOUTH ¼ CORNER OF SECTION 35, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN; THENCE NORTH 01°25'06" WEST 2397.19 FEET ALONG THE NORTH-SOUTH ¼ LINE OF SAID SECTION TO ITS INTERSECTION OF THE NORTH LINE OF GEZON PARKWAY AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01°25'06" WEST 16.86 FEET; THENCE PARALLEL TO THE NORTH LINE OF GEZON PARKWAY NORTH 61°24'04" EAST 72.30 FEET; THENCE SOUTH 28°35'51" EAST 15.00 FEET; THENCE SOUTH 61°24'04" WEST 80.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING

CONTAINS 1142 SQUARE FEET

SEE PAGE 2 FOR SUBJECT
PROPERTY DESCRIPTION

N-S ¼ LINE, SEC 35, T6N, R12W
N01°25'06"W 213.99'

N01°25'06"W
16.86'

POB

S ¼ COR
SEC 35
T6N, R12W

N01°25'06"W 2397.19'

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE
Grand Rapids, MI 49525
www.preinnewhof.com

t. (616) 364-8491
f. (616) 364-6955
info@preinnewhof.com

CLIENT:
CITY OF WYOMING
1155 28TH STREET SW
WYOMING, MI 49509

LOCATED IN : SECTION 35
TOWN 6 NORTH, RANGE 12 WEST
CITY OF WYOMING,
KENT COUNTY, MICHIGAN

Date : 02/22/2023
Project No. 2220948

PAGE
1 OF 2

EXHIBIT "A"
41-17-35-401-015

SUBJECT PARCEL DESCRIPTION (PER BEST HOMES TITLE AGENCY, LLC COMMITMENT NO. BH-232043):

SITUATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN PART OF THE SOUTHWEST 1/4, SECTION 35, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE S 1/4 OF SAID SECTION 35; THENCE N 01 DEGREES 25 MINUTES 06 SECONDS W (PLAT RECORD N 01 DEGREES 25 MINUTES 12 SECONDS W) 2397.19 FEET ALONG THE N-S 1/4 LINE OF SAID SECTION 35 TO THE PLACE OF BEGINNING; THENCE S 61 DEGREES 24 MINUTES 04 SECONDS W 61.80 FEET ALONG THE NORTHERLY R.O.W. LINE OF GEZON PARKWAY; THENCE N 01 DEGREES 25 MINUTES 06 SECONDS W 283.97 FEET PARALLEL WITH SAID N-S 1/4 LINE TO THE NORTH LINE OF SAID SW 1/4 THENCE S 89 DEGREES 36 MINUTES 50 SECONDS E 55.00 FEET ALONG SAID NORTH LINE TO THE CENTER OF SECTION 35; THENCE S 01 DEGREES 25 MINUTES 06 SECONDS E 254.01 FEET ALONG SAID N-S 1/4 LINE TO THE PLACE OF BEGINNING.

ALSO

PART OF THE HAWKEYE INDUSTRIAL PARK (ACCORDING TO THE RECORDED PLAT THEREOF) AND PART OF THE UNPLATTED PORTION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 OF SAID SECTION 35; THENCE NORTH 01 DEGREES 25 MINUTES 06 SECONDS WEST 2397.19 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 35 TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 25 MINUTES 06 SECONDS WEST (PLAT RECORD NORTH 01 DEGREES 25 MINUTES 12 SECONDS WEST) 213.99 FEET ALONG SAID NORTH-SOUTH 1/4 LINE OF SECTION 35 TO THE SOUTHERLY R.O.W. LINE OF 56TH STREET; THENCE SOUTH 89 DEGREES 43 MINUTES 16 SECONDS EAST 98.81 FEET ALONG SAID SOUTHERLY R.O.W. LINE OF 56TH STREET AND PARALLEL TO THE EAST-WEST 1/4 LINE OF SAID SECTION 35; THENCE SOUTHEASTERLY 117.33 FEET ALONG THE SOUTHERLY R.O.W. LINE OF RELOCATED 56TH STREET ON A 110.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 59 DEGREES 10 MINUTES 11 SECONDS EAST 111.85 FEET; THENCE SOUTH 28 DEGREES 35 MINUTES 58 SECONDS EAST 21.34 FEET ALONG THE SOUTHERLY R.O.W. LINE OF RELOCATED 56TH STREET; THENCE SOUTH 16 DEGREES 24 MINUTES 04 SECONDS WEST 35.38 FEET TO THE NORTHERLY R.O.W. LINE OF GEZON PARKWAY; THENCE SOUTH 61 DEGREES 24 MINUTES 04 SECONDS WEST 216.15 FEET ALONG THE NORTHERLY R.O.W. LINE OF GEZON PARKWAY TO THE PLACE OF BEGINNING

SEE PAGE 1 FOR SKETCH
AND EASEMENT DESCRIPTION

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE
Grand Rapids, MI 49525
www.preinnewhof.com

t. (616) 364-8491
f. (616) 364-6955
info@preinnewhof.com

CLIENT:
CITY OF WYOMING
1155 28TH STREET SW
WYOMING, MI 49509

LOCATED IN : SECTION 35
TOWN 6 NORTH, RANGE 12 WEST
CITY OF WYOMING,
KENT COUNTY, MICHIGAN

Date : 02/22/2023
Project No. 2220948

PAGE
2 OF 2

CITY OF WYOMING ESTIMATE OF JUST COMPENSATION

PROJECT: Improvements in Gezon Parkway & 54th Street

SITE DATA:	Permanent Parcel No.: 41-17-35-401-015
Parcel: Paragon Partners, LLC	Land Use: Commercial – Improved
Address: 1200 56 th St., SW	Zoning: 201

<p>ACQUISITION DESCRIPTION:</p> <p>Value obtained from a Market Study by Integra Realty Resources – Grand Rapids.</p> <p>Summary of Costs:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><u>Temporary Permit:</u> An irregular piece of property located adjacent to Gezon Parkway as shown on sketch.</p> <p style="text-align: center;">Area: 1142 sft</p> </div>	<p>SKETCH:</p> <div style="text-align: right; margin-bottom: 10px;">North ↑</div>
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COMPUTATION OF VALUE:		
LAND ACQUISITION, TEMPORARY PERMIT		
1142 sft. (Area) X \$ 7.85 / sft x 10% = \$ 896.47		\$ 896.47

REMARKS: **\$ 896.47**

Signed:
Land Matters
Deborah S. Poeder

for information call 616.791.9805

Agreed to by: Paragon Partners, LLC

By:
Its: Owner

April 3, 2023

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 23-03

Subject: Acceptance of an Easement for
500 – 54th Street, SW (Rollins Leasing Corporation)

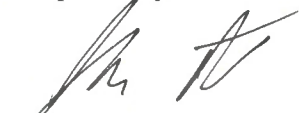
Councilmembers:

Rollins Leasing Corporation, owner of 500 – 54th Street, SW, has submitted the following described Easement. The Easement conveys permanent access rights to the City of Wyoming to construct ADA ramps. The Easement area is shown on the attached Estimate of Just Compensation form. This Easement is required as part of the Gezon Parkway/54th Street widening and resurfacing project from Byron Center Avenue to Division Street in 2023.

Grantor:	Rollins Leasing Corporation
Parcels:	41-17-36-176-009
Right-of-way Size	139 sf – Easement
Consideration:	\$601.87

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

Respectfully submitted,



John McCarter
Acting/Interim City Manager

Attachments: Easement
Estimate of Just Compensation

community • safety • stewardship

CITY COUNCIL

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

RIGHT-OF-WAY EASEMENT

Parcel No. 41-17-36-176-009

Rollins Leasing Corporation, 2675 Morgantown Road, Reading, PA 19607 (**Grantor**), in exchange for the payment of Six Hundred One Dollars and 87 Cents (\$601.87), the adequacy and receipt of which is acknowledged, grants, warrants and conveys to the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) a permanent easement in, on, over, and under the real property described and depicted on the attached **Exhibit A (the Easement Area)** for public right-of-way and utility purposes including, without limitation, for constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, roads, streets, sidewalks, motorized and nonmotorized pathways, water, sanitary sewer, storm sewer, electric power, natural gas, telecommunications, streetlighting, traffic signals and signs, and any other utilities including, for expansion and not for limitation, all appurtenant or related lighting, fencing, seating, shelters, snowmelt and irrigation systems, piping, lines, chambers, other fixtures and facilities, landscaping, artistic or other aesthetic elements, manholes, power lines, meters, access panels, valves, and switches, subject to the following:

1. City may, without any further consent or approval of Grantor, permit others to use the Easement Area for such purposes as City may use Easement Area subject to terms and conditions as City may impose that are not inconsistent with this Easement, including without limitation charging any fee(s) for such use by others.
2. City's rights may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives, as well as by other individuals or entities City permits in writing to do so. City may assign this easement to any successor of City or one or more other entities owning or operating all or any portion of the rights-of-way or utilities placed within the Easement Area.
3. Grantor shall not place or construct anything within the Easement Area without City's prior written consent.
4. 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.


DATED: _____

Approved as a form:

Attorney for the City of Wyoming

GRANTOR:

Rollins Leasing Corporation



By: Karen L. Shchuka

Its: VP-Real Estate

Commonwealth of Pennsylvania
STATE OF _____)

)ss.

COUNTY OF Berks)

The foregoing instrument was acknowledged before me in Berks County, Pennsylvania on this 20 day of March, 2023, by Karen L. Shchuka, VP-Real Estate of **Rollins Leasing Corporation**, on behalf of **Rollins Leasing Corporation**.

Kathleen P. Janssen, Notary Public

Berks County, ~~Michigan~~ Commonwealth of Pennsylvania

Acting in Berks County, ~~Michigan~~ Commonwealth of Pennsylvania

My Commission Expires: September 13, 2026

Commonwealth of Pennsylvania - Notary Seal
Kathleen P. Janssen, Notary Public
Berks County
My commission expires September 13, 2026
Commission number 1078321
Member, Pennsylvania Association of Notaries

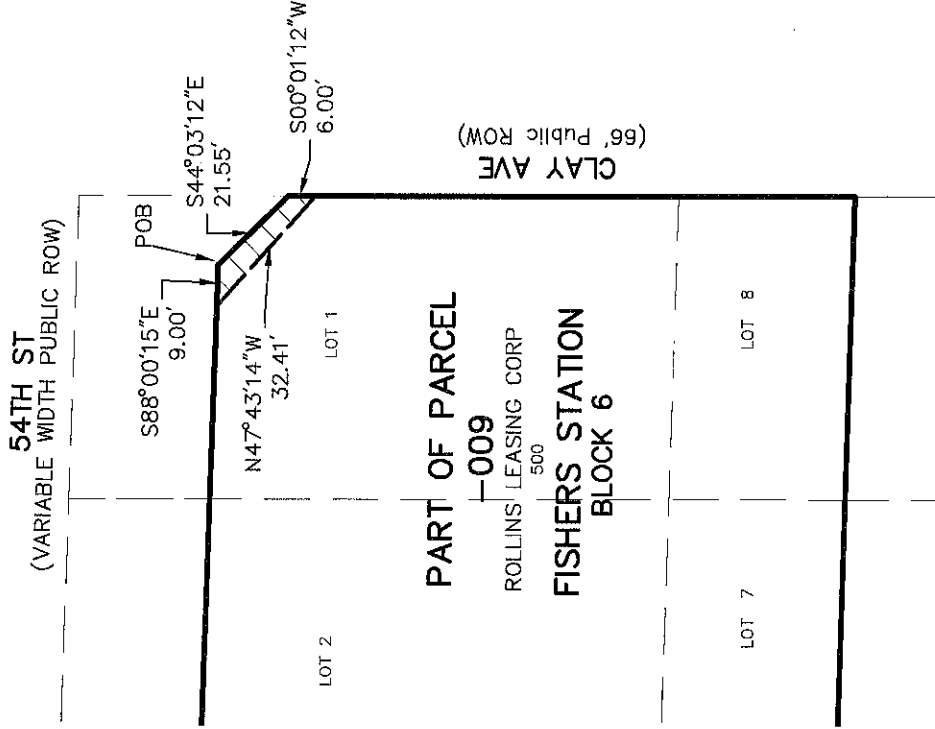
Prepared by:
Deborah S. Poeder
Land Matters
488 Kinney Ave., NW
Grand Rapids, MI 49534

Legal Description prepared by:
Daniel B. Elzinga, PS
Prein & Newhof
355 Evergreen Drive, NE
Grand Rapids, MI 49525

When recorded, return to:
Kelli A. Vandenberg
Wyoming City Clerk
1155 28th St SW
Wyoming, MI 49509-0905

EXHIBIT "A"

41-17-36-176-009



SUBJECT PARCEL DESCRIPTION (PER BEST HOMES, TITLE AGENCY, LLC COMMITMENT NO. BH-232051):

SITUATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN
 LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 6, PLAT OF FISHER'S STATION, ACCORDING TO THE RECORDED PLAT THEREOF, KENT COUNTY RECORDS, INCLUDING THAT PART OF VACATED OLIVER STREET LYING SOUTH OF BLOCK 6 AND NORTH OF BLOCK 7, EXCEPT THE NORTH 27 FEET OF LOTS 1 THROUGH 4, BLOCK 6, ALSO EXCEPT THE SOUTH 4 FEET OF THE NORTH 31 FEET OF LOTS 1 THROUGH 4, BLOCK 6, ALSO EXCEPT THAT PART OF LOT 1, BLOCK 6 COMMENCING 46 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 15 FEET ALONG THE EAST LINE OF LOT 1; THENCE WEST 15 FEET PARALLEL WITH THE NORTH LINE OF LOT 1; THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING; ALSO EXCEPT THE SOUTH 39 FEET OF LOTS 5 THROUGH 8, BLOCK 6.

PROPOSED RIGHT-OF-WAY DESCRIPTION:

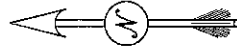
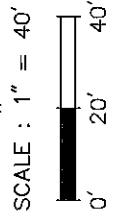
BEGINNING ON THE SOUTH LINE OF 54TH STREET AT THE NORTHEAST CORNER OF THE DESCRIBED SUBJECT PARCEL; THENCE SOUTH 44°03'12" EAST 21.55 FEET TO THE WEST LINE OF CLAY AVE; THENCE SOUTH 00°01'12" WEST 6.00 FEET ALONG SAID WEST LINE; THENCE NORTH 47°43'14" WEST 32.41 FEET TO THE SOUTH LINE OF 54TH STREET; THENCE SOUTH 88°00'15" EAST 9.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

CONTAINS 139 SQUARE FEET

LOCATED IN : SECTION 36
 TOWN 6 NORTH, RANGE 12 WEST
 CITY OF WYOMING,
 KENT COUNTY, MICHIGAN
 Date : 02/22/2023
 Project No. 2220948
 PAGE 1 OF 1

CLIENT:
 CITY OF WYOMING
 1155 28TH STREET SW
 WYOMING, MI 49509

Prein & Newhof
 Engineers • Surveyors • Environmental • Laboratory
 3355 Evergreen Drive NE
 Grand Rapids, MI 49525
 www.preinnewhof.com
 t. (616) 364-8491
 f. (616) 364-6955
 info@preinnewhof.com



**CITY OF WYOMING
ESTIMATE OF JUST COMPENSATION**

PROJECT: Improvements in Gezon Parkway & 54th Street

SITE DATA:

Parcel: Rollins Leasing Corporation
Address: 500 54th Street, SW

Permanent Parcel No.: 41-17-36-176-009
Land Use: Industrial - Vacant
Zoning: 302

<p>ACQUISITION DESCRIPTION:</p> <p>Value obtained from a Market Study by Integra Realty Resources - Grand Rapids.</p> <p>Summary of Costs:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><u>Easement:</u> An irregular piece of property located adjacent to 54th Street and Clay Avenue as shown on sketch.</p> <p>Area: 139 sft</p> </div>	<p>SKETCH:</p>
--	-----------------------

COMPUTATION OF VALUE:	
LAND ACQUISITION, EASEMENT	
139 sft. (Area) X \$ 4.33 / sft = \$ 601.87	\$ 601.87

REMARKS:

Signed:

Land Matters
Deborah S. Poeder

for information call 616.791.9805

\$ 601.87

Agreed to by: Rollins Leasing Corporation

By: Karen L. Shchuka
Its: VP - Real Estate

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO HUNG NGUYEN FOR HIS SERVICE
AS A MEMBER OF THE WKTV COMMISSION
OF THE CITY OF WYOMING

WHEREAS:

1. Hung Nguyen has served faithfully and effectively as a member of the WKTV Commission since October 19, 2015.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Hung Nguyen for his dedicated service as a member of the WKTV Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 3, 2023.

Kelli A VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO ATTEND THE
MICHIGAN MUNICIPAL LEAGUE 2023 CAPITAL CONFERENCE

WHEREAS:

1. The Michigan Municipal League 2023 Capital Conference will be held on April 18 and 19, 2023.
2. It is the desire of the City Council that Mayor Vanderwood and Councilmember Hill represent Wyoming at the conference.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council hereby authorize Mayor Vanderwood and Councilmember Hill attend the Michigan Municipal League 2023 Capital Conference in Lansing, Michigan on April 18 and 19.
2. The Council members will submit their expense reports at the conclusion of the conference for reimbursement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 3, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

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

REQUIRED TO BE FILLED OUT PRIOR TO APPROVAL

Registration Deadline: _____

Is this required training for continued education to keep a license or certification?
 NO _____ YES _____ Specify License or Certification _____
 How many credits does this Training qualify for? _____
 Total required credits for license, over what time period? _____
 How does this training apply towards providing quality service to our Citizens?

Approval	
Department Head	_____
City Manager	_____

Employee: Kent Vanderwood Date Submitted: 02/22/23
 Department: City Council Date(s) of Travel: 04/19/23 to 04/19/23
 Destination: MML Cap Con, Lansing MI Account Charged: 101-101-10100-860.000

PLEASE ATTACH ALL DOCUMENTATION RELEVANT TO THIS REQUEST

	Estimated	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast - \$10.00								
Lunch - \$15.00								
Dinner - \$25.00								
Lodging								
Air Fare/Train								
Car Rental								
Mileage (.625/mile)	\$ 95.00							
Parking/Toll/etc								
Registration	\$ 325.00							
TOTAL	\$ 420.00							

SIGN WHEN SUBMITTING FINAL EXPENSES

Date Submitted: _____
 Submitted by (Print): _____
 Finance Designee: _____

Total Expenses	
5/3 CC Charges	\$ 325.00
Due to Employee	

Check for: \$ 325.00 Date: _____
 Payable to: 5/3 cc# 6771 - upon rect.
 Address: _____

Check for: _____ Date: _____
 Payable to: _____
 Address: _____

Check for: _____ Date: _____
 Payable to: _____
 Address: _____

Check for: _____ Date: _____
 Payable to: _____
 Address: _____

Stowell, Jennifer

From: League Admin <admin@mml.org>
Sent: Tuesday, February 21, 2023 9:35 AM
To: Vanderwood, Kent; Stowell, Jennifer
Subject: MML Event Confirmation - 2023 MML Capital Conference

External Email - Think Before You Click



Thank you for registering for the 2023 CapCon!

Please review the following confirmation and notify us if you have any questions. Please e-mail any corrections or changes to registration@mml.org. **Scroll down for housing code and hotel information.**

Mr. Kent Vanderwood
Councilmember
Wyoming

This is to confirm your registration for the following:
2023 MML Capital Conference - LC23

Facility/Location: (for directions visit: maps.google.com)
Lansing Center
333 E. Michigan Avenue

Lansing MI, 48933

Begin Date/Time: Apr 18 2023 9:00AM **End Date/Time:** Apr 19 2023 4:30PM

Total Amount Billed: \$325
Total Amount Paid: \$325
Total Balance: \$0

pd w/ HR CC # 6771

Stowell, Jennifer

From: admin@mml.org
Sent: Tuesday, February 21, 2023 9:34 AM
To: Stowell, Jennifer
Subject: Order Confirmation

External Email - Think Before You Click

Michigan Municipal League

Order Number 62948
Order Date 2/21/2023
Bill To Ms. Jennifer Stowell
Order Total 325.00
Payment Method MasterCard *****6771
Name on Card City of Wyoming - HR

Qty	Item	Price	Total
1	Mr. Kent Vanderwood When: 4/18/2023 - 4/19/2023 Where: Lansing Center 333 E. Michigan Avenue Lansing, MI 48933	325.00	325.00
Item Total			325.00
Transaction Grand Total			325.00

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

REQUIRED TO BE FILLED OUT PRIOR TO APPROVAL

Registration Deadline: _____

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

NO _____ YES _____ Specify License or Certification _____

How many credits does this Training qualify for? _____

Total required credits for license, over what time period? _____

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

Approval

Department Head	_____
City Manager	_____

Employee: Renee Hill
 Department: City Council
 Destination: MML Cap Con, Lansing MI

Date Submitted: 02/22/23
 Date(s) of Travel: 04/18/23 to 04/19/23
 Account Charged: 101-101-10100-860.000

PLEASE ATTACH ALL DOCUMENTATION RELEVANT TO THIS REQUEST

	Estimated	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast - \$10.00								
Lunch - \$15.00								
Dinner - \$25.00								
Lodging								
Air Fare/Train								
Car Rental								
Mileage (.625/mile)	\$ 95.00							
Parking/Toll/etc								
Registration	\$ 325.00							
TOTAL	\$ 420.00							

SIGN WHEN SUBMITTING FINAL EXPENSES

Date Submitted: _____
 Submitted by (Print): _____
 Finance Designee: _____

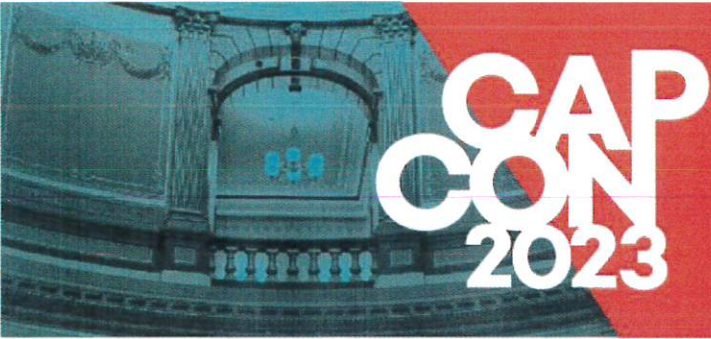
Total Expenses	\$ 325.00
5/3 CC Charges	_____
Due to Employee	_____

Check for: _____ Date: _____
 Payable to: _____
 Address: _____

Check for: _____ Date: _____
 Payable to: _____
 Address: _____

Check for: _____ Date: _____
 Payable to: _____
 Address: _____

Check for: _____ Date: _____
 Payable to: _____
 Address: _____



April 18-19, 2023
Lansing Center | 333 East Michigan Ave, Lansing, MI 48933



Municipality Name City of Wyoming
 Contact Name (person completing this form) Jennifer Stowell
 Address Po Box 905 City, State, Zip Wyoming, MI 49509
 Phone 616-530-7272 Fax _____

ATTENDEE INFORMATION (please complete another form if registering more than one attendee)

Name Renee Hill Nickname _____
 Title Councilmember Email* renee.hill@wyomingmi.gov
 Guest Name (if applicable) _____

*Hotel housing code will be sent here
 **The CapCon room block closes on 03/27/2023.

REGISTRANTTYPE	RATE/PERSON	
	Early Rate thru 3/13/23	Regular Rate thru 4/10/23
MML Full & Associate Members/ BAP Participants	<input checked="" type="checkbox"/> \$325	<input type="checkbox"/> \$425
Nonmember Government Entities/ MML Fund & Pool Program Members	<input type="checkbox"/> \$650	<input type="checkbox"/> \$775
College Students	<input type="checkbox"/> \$125	<input type="checkbox"/> \$125
Guests	<input type="checkbox"/> \$110	<input type="checkbox"/> \$120

ADDITIONAL ACTIVITIES	
TUESDAY, 4/18, 11:30 AM - 1:00 PM Michigan Women in Municipal Government: Lunch	\$65 <input type="checkbox"/>
WEDNESDAY, 4/19, 11:45 AM - 1:45 PM Michigan Black Caucus of Local Elected Officials Annual Meeting *Lunch included in registration	<input type="checkbox"/>

TOTAL \$ 325.00

ADDITIONAL QUESTIONS

Do you require a special meal?
 If so, please specify: _____

Do you require special assistance/accommodations?
 If so, please specify: _____

ONLINE To register and pay online visit www.mml.org. On the home page, the "Education & Events" tab, click on "League Calendar", scroll down to "Apr. 18-19 CapCon" and click, then log in to register.

FAX Please email this form to registration@mml.org then mailwith check payable to: Michigan Municipal League, P.O. Box 7409, Ann Arbor, MI 48107-7409

REGISTRATION QUESTIONS?

Call 734.669.6371 or email registration@mml.org
 For a full list of CapCon registration policies, visit:
<https://blogs.mml.org/wp/cc/registration/>



michigan municipal league
Better Communities. Better Michigan.

INVOICE

BILL TO | ATTN: Accounts Payable
Wyoming
1155 28th St., SW
PO Box 905
Wyoming, MI 49509-0905

Invoice #	26042
Invoice Date	03/01/2023
Due Date	Net 30 Days
Customer ID	80175

Attendee: Ms. Renee Hill, Council Member

DESCRIPTION	DATE	TOTAL
2023 MML Capital Conference	4/18/2023 - 4/19/2023	
Registration		325.00

Total	\$ 325.00
Amount Paid Ck #:	
BALANCE DUE	\$ 325.00

01-01-00-2009-0000

For questions regarding payment or attendance, please call Finance at 734-669-6371.

For questions regarding the workshop, please call Event Planning at 734-669-6312.

Please return remittance copy with payment to:

**Michigan Municipal League
PO Box 7409
Ann Arbor, MI 48107-7409**

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE
PROPOSED 2023-2024 BUDGET FOR THE CITY OF WYOMING

WHEREAS:

1. State law and the City Charter require that a public hearing be held concerning the proposed 2023-2024 budget for the City of Wyoming.
2. Said budget has been presented to the City Council.
3. It is deemed advisable to establish a date for a public hearing on the budget.
4. The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize a public hearing on the proposed annual budget for the City of Wyoming to be held May 1, 2023 at 7:03 PM in the Wyoming City Hall Council Chambers, 1155 – 28th Street SW, Wyoming, Michigan
2. Notice of this hearing shall be published in a newspaper of the general circulation in the City and posted in City Hall in the form as attached.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 3, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Notice of Public Hearing on the proposed budget for 2023-2024

Resolution No. _____

CITY OF WYOMING

Notice of Public Hearing

On the Proposed Budget for 2023-2024

Pursuant to Section 8.3 of the Charter of the City of Wyoming, notice is given that a public hearing on the following proposed budget will be held at the Wyoming City Council Chambers, 1155 28th Street SW, on May 1, 2023, at 7:03 pm.

The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing. It is currently estimated to be: 11.7404 mills.

July 1, 2023 – June 30, 2024

General Fund *	\$ 40,683,011
Major Streets	9,402,007
Local Streets	2,135,969
Public Safety	3,386,236
Fire	2,037,925
Police	3,293,201
Parks and Recreation	4,896,685
Sidewalk Snow Removal and Repair	491,653
Solid Waste Disposal	1,075,002
Building Inspections	2,004,690
Community Development Block Grant	726,934
Drug Law Enforcement	11,000
Federal Grants	6,000,000
Capital Improvement	3,275,244
Library Maintenance and Parks Capital	773,413
City Center	11,930,050
Sewer	25,294,650
Water	27,204,439
Motor Pool	4,154,169
Motor Pool Reserve	2,303,001
Capital Projects Revolving	1,238,936
Less Transfers Between Funds	(10,991,966)
Less Admin Fee Transfers	(4,594,402)
	\$ 136,731,847
Grand Total of Budgeted Expenditures	\$ 136,731,847

*Includes all police and fire expenditures

A summary of the proposed budget is filed in the City Clerk's office and available for review at the following weblink:

https://www.wyomingmi.gov/Portals/0/Budget%20Book%20Draft%20v2%2023_23%20for%20website_1.pdf

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM SPECIAL ASSESSMENT ROLL #23-814
FOR THE 2023 SPONGY MOTH SUPPRESSION PROJECT

WHEREAS:

1. Spongy moths can cause damage such as plant defoliation, plant stress and susceptibility to secondary pests, caterpillar infestation and accumulation of caterpillar feces, slick and stained surfaces (*e.g.*, cars, roofs, siding, windows, patios, decks, and driveways), allergic reactions, fouling of pools (and filtration systems) and ponds, an inability to enjoy outdoor settings, and potentially, reduced property values.
2. The City Assessor prepared proposed special assessment roll #23-814 to specially assess specially benefitted parcels (those depicted on Exhibit A and listed on Exhibit B) for costs of the 2023 spongy moth suppression project consisting of the aerial application of naturally occurring bacteria call *Bacillus thuringiensis (Bt)* (under the brand name Foray 76 or equivalent), that is also used by organic gardeners (the "Project"), at the amount of \$28.00 per parcel.
3. On April 3, 2023, after notice as required by state statute, the City Charter and city ordinances, the City Council held a public hearing on proposed special assessment roll #23-814 during which it heard and was provided copies of all oral and written objections and comments regarding the roll and following which it considered all those objections and comments.

NOW, THEREFORE, BE IT RESOLVED:

1. That special assessment roll #23-814 is confirmed and shall be transmitted to the City Treasurer for billing and collection.
2. The amounts specially assessed shall be billed in one installment on the Summer 2023 real property tax bill for each parcel so that the single payment will be due and payable on August 31, 2023 and, after that, will bear interest and penalties in the same manner and at the same rates and amounts as for late payment of real property taxes.
3. All resolutions and parts of resolutions in conflict with this resolution are rescinded to the extent of any such conflict.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 3, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

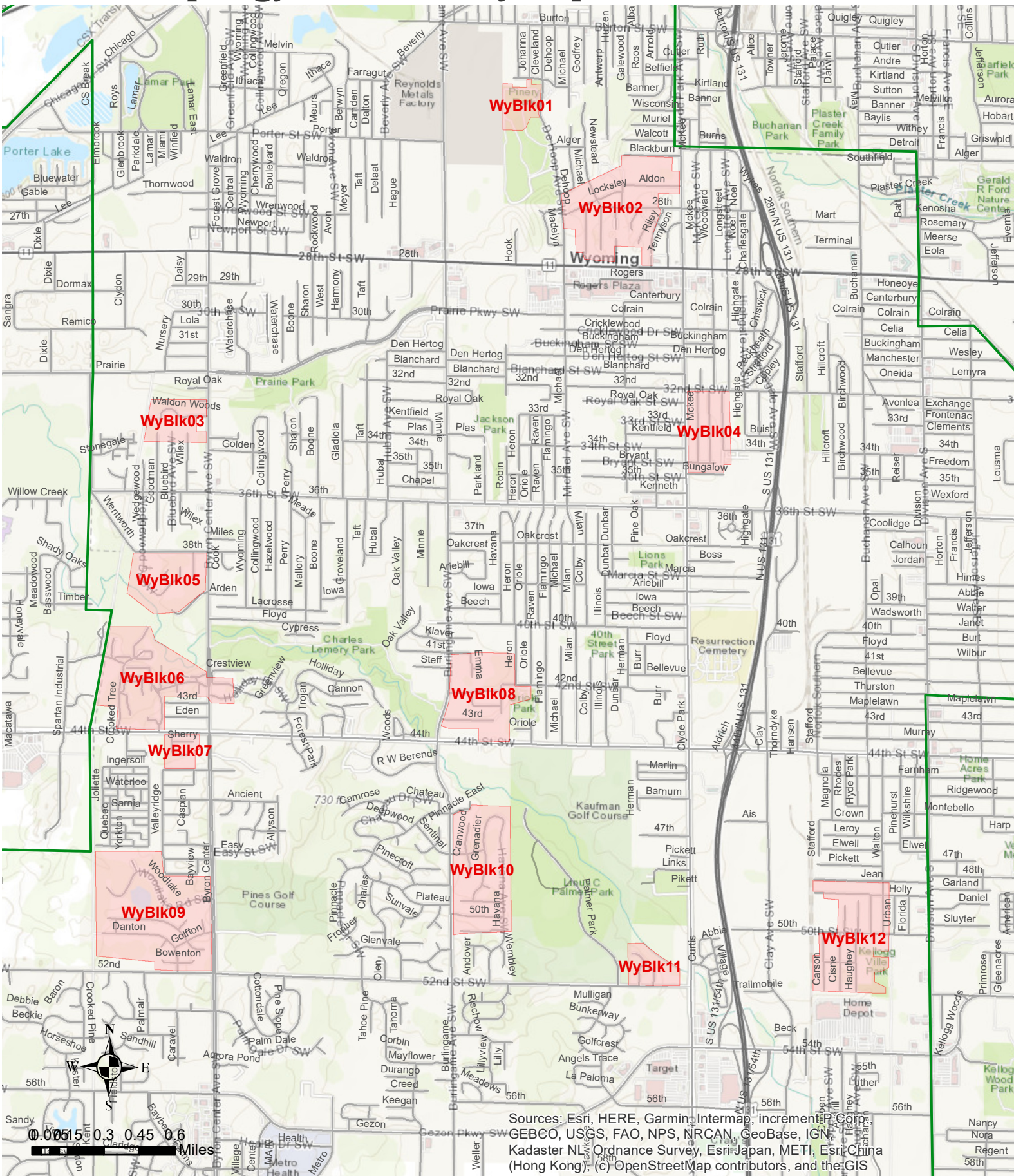
Exhibit A - Aerial Spray Map

Exhibit B - Address and Parcel List

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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			

RESOLUTION NO. _____

RESOLUTION TO CONFIRM SPECIAL ASSESSMENT ROLL #23-815
FOR THE 2023 SPONGY MOTH SUPPRESSION PROJECT

WHEREAS:

1. Spongy moths can cause damage such as plant defoliation, plant stress and susceptibility to secondary pests, caterpillar infestation and accumulation of caterpillar feces, slick and stained surfaces (*e.g.*, cars, roofs, siding, windows, patios, decks, and driveways), allergic reactions, fouling of pools (and filtration systems) and ponds, an inability to enjoy outdoor settings, and potentially, reduced property values.
2. The City Assessor prepared proposed special assessment roll #23-815 to specially assess specially benefitted parcels (those depicted on Exhibit A and listed on Exhibit B) for costs of the 2023 spongy moth suppression project consisting of the aerial application of naturally occurring bacteria call *Bacillus thuringiensis (Bt)* (under the brand name Foray 76 or equivalent), that is also used by organic gardeners (the "Project"), at the amount of \$83.00 per treated acre.
3. On April 3, 2023, after notice as required by state statute, the City Charter and city ordinances, the City Council held a public hearing on proposed special assessment roll #23-815 during which it heard and was provided copies of all oral and written objections and comments regarding the roll and following which it considered all those objections and comments.

NOW, THEREFORE, BE IT RESOLVED:

1. That special assessment roll #23-815 is confirmed and shall be transmitted to the City Treasurer for billing and collection.
2. The amounts specially assessed shall be billed in one installment on the Summer 2023 real property tax bill for each parcel so that the single payment will be due and payable on August 31, 2023 and, after that, will bear interest and penalties in the same manner and at the same rates and amounts as for late payment of real property taxes.
3. All resolutions and parts of resolutions in conflict with this resolution are rescinded to the extent of any such conflict.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 3, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

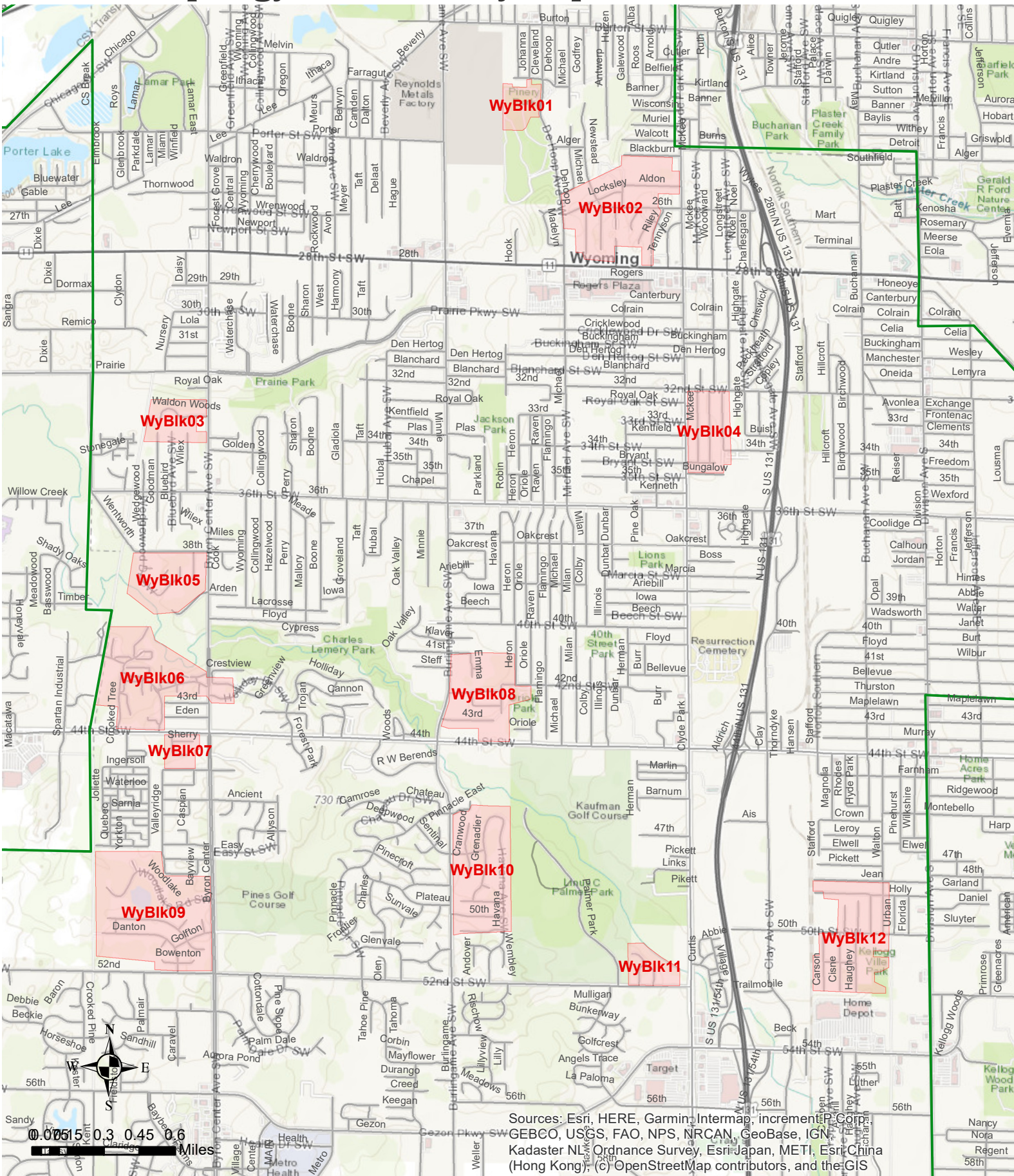
Exhibit A - Aerial Spray Map

Exhibit B - Address and Parcel List

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

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE CITY CLERK
TO SIGN A FACILITIES USE AGREEMENT WITH THE GRAND VALLEY ARMORY

WHEREAS:

1. To conduct elections as required by the Michigan Election Law, 1954 PA 116 168.1 *et seq.*, the city clerk must secure polling locations for each city precinct.
2. To date, arrangements with the Grand Valley Armory has been cooperative, informal, and unwritten.
3. The Michigan Department of Veterans Affairs is now requiring a written agreement and other requirements for the use of all Michigan National Guard armories being used as polling locations.
4. The Grand Valley Armory currently serves as a polling location for two Wyoming precincts, serving over 3,500 voters.

NOW, THEREFORE, BE IT RESOLVED:

1. The polling location agreement is approved in substantially the form attached as Exhibit A.
2. The city clerk, in consultation with the city attorney, is authorized and directed to sign the facilities use agreement with the Grand Valley Armory on the city’s behalf and city staff is authorized and directed to take all actions needed to implement this agreement, including, without limitation, paying the fees provided in this agreement.
3. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 3, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Exhibit A – Facilities Use Agreement

STAFF REPORT

Date: March 29, 2023
Subject: Facilities Use Agreement with Grand Valley Armory
From: Kelli A. VandenBerg, City Clerk
Date: April 3, 2023 Regular Meeting

RECOMMENDATION:

It is recommended the City Council authorize the City Clerk to enter a facilities use agreement with the Grand Valley Armory.

COMMUNITY, SAFETY, STEWARDSHIP:

Written agreements regarding the use of facilities as polling locations on election days ensure city personnel and facility representatives have a clear understanding of their roles, responsibilities, and expectations to support and maintain election operations. Furthermore, the Michigan Department of Veterans Affairs is requiring a facilities use agreement for the use of the Grand Valley Armory as a polling location. This agreement will benefit voters by minimizing potential interruptions or changes on election day.

DISCUSSION:

The City of Wyoming and the Grand Valley Armory have worked cooperatively for several decades to provide a polling location for one or more Wyoming precincts. Today, the Grand Valley Armory serves two precincts, totaling just over 3,500 voters. While the City Council recently authorized the City Clerk to put polling location agreements in place, it seemed appropriate to present this item separately given the complexity of the agreement and involvement with a state agency. The ultimate goal in putting agreements like this into place is protecting access to polling locations on election day and ensuring all participants understand their roles and responsibilities in protecting that access.

BUDGET IMPACT:

There is no cost in implementing this polling location agreement and the rental fees and/or deposits for such agreements have been budgeted.

**MICHIGAN
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
ARMORY MANAGER STANDARD OPERATING PROCEDURE (AMSOP)**

October 2013

AMSOP 2-1

ARMORY RENTAL POLICY

1. **PURPOSE:** To provide written guidance to assist Armory Managers in the management of rental activities.

2. **RENTAL PROGRAM GUIDELINES:** The Department of Military and Veterans Affairs (DMVA) reserves the right to refuse bookings which, at its sole discretion, are considered not in the best interest of the Michigan National Guard. It is the responsibility of the Armory Manager to maintain consistency in the application of his/her armory rental program, to insure all costs are recovered and to adequately safeguard all state and federal assets. These responsibilities will be met if each Armory Manager will:
 - a. Make decisions on the use of the facility based on three (3) categories of armory rentals. (See Enclosures 1-3)

 - b. Have a representative present at the armory during all events.

 - c. Maintain consistency in the application of rental rates.

 - d. Complete all necessary forms and forward to State Operations timely.

 - e. Submit the following forms for each rental event.
 - (1) Rental Agreement (Yellow/Goldenrod)
 - (2) Rental Receipts (Used/Voided)
 - (3) Deposit Tickets (2 Copies)
 - (4) Liability Insurance Certificates
 - (5) Cancellation Addendum
 - (6) Statement of Understanding

 - f. Collect 25% of total rental cost as a deposit for reservation.

 - g. Collect a damage deposit of \$500. Any damages or loss of property, etc. that occurs during the use of the facility by the lessee shall be deducted from the damage deposit. Examples of damages or loss include, but are not limited to broken bathroom fixtures, broken light fixtures or damaged landscaping. The amount charged to the lessee will be based on the actual cost of repairs.

 - h. Utilize a "Rental Calendar" showing all training activities and scheduled events to avoid double booking conflicts.

AMSOP 2-1 (Rev 02/14) – Armory Rental Policy (Continued)

- i. Secure all fees, insurance, and licenses from the lessee at least three business days prior to the rental event.
- j. Assure the lessee provides for the following:
 - (1) Set-up and Clean-up (Lessee may purchase these services. If the lessee does the clean-up, they must be provided a checklist. See enclosure 10.)
 - (2) Security (as determined by Armory Manager)
 - (3) All necessary insurance, licenses and permits (State of Michigan Agencies fall under the State of Michigan insurance “umbrella” and do not require a separate insurance policy. Special licenses and permits may be required.)
 - (4) Payment of balance due on rental agreement
 - (5) Damage Deposit
 - (6) Failure of the lessee to comply with the above allows to Armory Manager to cancel the event
- k. Make lessee aware of maximum occupancy as authorized by the Fire Marshall. This should be posted in the armory.

3. **DOCUMENTS/PROCEDURES USED IN MANAGEMENT OF RENTAL ACTIVITES**

a. **Rental Agreement – DMVA Form 7-7 (See Enclosure 4):**

- (1) Rental Agreements are requested from State Operations. Since these forms are accountable, when received, they will be accompanied by certification documents that must be properly authenticated and returned to DMVA-State Operations.
- (2) Rental Agreements are prenumbered and will be received in packets of 10. Each is a set, one original and three copies per set. They **must** be used in numerical sequence. Any unused or voided portions are to be forwarded to DMVA-State Operations, except the pink copy of **ALL** assigned rental agreements is retained for the armory file.
- (3) In the event of loss or destruction of any prenumbered form, DMVA-State Operations will be promptly notified and a memo must be sent listing the missing forms signed by the Armory Manager and Commander.
- (4) The Armory Manager, or the Deputy Armory Manager when appointed, is the only person authorized to sign rental agreements. (See AMSOP 9-1 on appointing Armory Managers)
- (5) See Enclosure 4a for general instructions for the preparation of rental agreements.

b. **Cash Receipt – DMVA Form 7-7a,b,c & d (See Enclosure 5):**

- (1) Each rental agreement is assigned a set of receipts. These corresponding receipts will accompany the rental agreements when received.

The special instructions in paragraph 3a above, as to the receipt, accountability and authentication of rental agreements, apply to cash receipts as well.

AMSOP 2-1 (Rev 10/13) – Armory Rental Policy (Continued)

(2) See Enclosure 5a for general instructions governing the preparation of cash receipts.

c. **Armory Rental Checklists (See Enclosure 6):**

(1) To be used to assure all required actions, before/during/after the rental has been accomplished.

(2) A copy of the completed checklist will be attached to the pink copy (armory file copy) of each “rental agreement”.

d. **Insurance and Liability Requirements (See Enclosures 7 and 8):** To provide specific guidelines for proof of insurance for rentals.

e. **Cancellation Addendum (See Enclosure 9)**

(1) Should the armory be required for military use, the rental agreement will be cancelled upon a pro-rata refund of advance payments of rent.

f. **Rental Rate Schedule:**

(1) Rental rates for each armory/facility will be developed, published and distributed by State Operations.

(2) Rates will be based on prior operating costs and periodic comparison surveys of local private facilities. Elections will now be a flat rate to cover before and/or after hours use. Rentals that utilize the parking lot and grounds, in addition to the facility for an event will now be an additional \$25.00 flat rate per hour.

(3) State Agencies will be charged the Tier 2 rate when using the armory before or after business hours and a rental contract must be used. State of Michigan Agencies fall under the State of Michigan insurance “umbrella” and do not require a separate insurance policy. Special licenses and permits may be required. When a State Agency uses the armory during business hours, the use of the Sign In sheet, for documentation purposes only, will be used. See enclosure 3a.

(4) During business hours the Sign In sheet will be used to document non-contractual events, such as individuals using the drill floor for basketball or walking, and also as a waiver of liability. This Sign In sheet will be sent in to DMVA-State Operations monthly. See enclosure 3a.

(5) Rates reflected on the rental rate schedule, for the appropriate category of rental, are the only rates an Armory Manager may quote without prior approval from DMVA-State Operations. *Exceptions, made in writing, will be considered on a case-by-case basis.*

(6) The same rate is to be used for setup, event, and cleanup.

- g. **Request for Refund (DMVA Fm 10-11, See Enclosure 11):** Used by a lessee to request a refund of a rental deposit when a rental event is cancelled.
 - h. **Refund of Deposit for Damage or Loss (DMVA FM 10-12, See Enclosure 11):** Used for returning a damage deposit that has been deposited in the bank account.
4. The point of contact for matters concerning Armory Rental Policies is Lance Bodell, DMVA-State Operations, (517) 481-7658.

14 Encls:

- 1 - Categories of Armory Rentals (Tier # 1)
- 2 - Categories of Armory Rentals (Tier # 2)
- 3 - Categories of Armory Rentals (Tier # 3)
- 3a - Sign In Sheet
- 4 - Rental Agreement (DMVA Form 7-7)
- 4a - Instructions for Preparation of Rental Agreement
- 5 - Cash Receipts (DMVA Form 7-7a, b, c, & d)
- 5a - Instructions for Preparation of Rental Agreement Cash Receipts
- 6 - Armory Rental Checklist
- 7 - Insurance and Liability Requirements
- 8 - Liquor License Requirements
- 9 - Cancellation Addendum
- 10 - Clean Up Checklist
- 11 - Request for Refund/Refund of Deposit for Damage or Loss (DMVA Fms 7-11, 7-12)
- 12 - Armory Rental Program Policies and Statement of Understanding

**MICHIGAN
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
ARMORY MANAGER STANDARD OPERATING PROCEDURE (AMSOP)**

AMSOP 1-3

October 2012

COMPENSATION FOR ARMORY MANAGERS

1. **PURPOSE:** To prescribe a standard policy, outlining compensation for Armory Managers.
2. **REFERENCES:** Armory Manager SOP 2-1.
3. **INFORMATION:** There are no provisions for an annual fee or administrative pay to Armory Managers. The only provisions for compensation for Armory Managers are a commission based on rental revenue collected and, when applicable, an hourly compensation for rental events worked.
 - a. **Compensation for Rental Events Worked.** The Armory Manager or Deputy Armory Manager(s) is eligible for hourly compensation, at a rate of \$15.00 per hour, when circumstances require he/she personally supervise a rental event while performing rental related functions. (Note: The Armory Manager or Deputy Armory Manager shall work rental events only when no State Permanent Intermittent (PI) employee is available for this duty.) **Armory Managers and Deputies shall not be entitled to rental compensation for their normal duty hours.**
 - b. **Commission on Rental Revenue.** To compensate them for their extra effort, Armory Managers are entitled to a commission.
 - (1) The commission is based upon the rental revenue collected.
 - (2) The commission will be 10% of the rental receipts.
4. **PAYMENT:** Payment will be based on rental receipts recorded in the State General Accounting System and, when applicable, Armory Manager Rental Time Sheets received and validated by State Operations. **The armory manager or deputy armory manager shall only be compensated up to the number of hours charged to the lessee.**
5. **INSTRUCTIONS:** Instructions for the preparation and disposition of the Armory Manager Rental Time Sheet are as follows: (Items not explained are considered self-explanatory.)
 - a. Prepare in triplicate (1 original and 2 copies) for each rental worked by the Armory Manager or Deputy Armory Manager.
 - b. If the rental extends beyond midnight, use both dates in the space for "date of rental".

- c. The Post Commander will certify for the Armory Manager. The Armory Manager will certify for the Deputy Armory Manager.
 - d. Distribution of the prepared "rental time sheet".
 - (1) Forward the original to DMVA-State Operations, together with the yellow copy of the applicable rental agreement.
 - (2) Retain a copy for the armory file.
 - (3) Give a copy to the worker.
6. Point of Contact for this item is Lance Bodell, DMVA-State Operations, (517) 481-7658.

Encl: Armory Manager Rental Time Sheet

DEPARTMENT OF MILITARY & VETERANS AFFAIRS
ARMORY MANAGER RENTAL TIMESHEET

DISTRIBUTION: Original: DMVA-State Operations
First Copy: Worker
Second Copy: Armory File

ARMORY: _____

Print name of person working rental: _____

Name of Lessee: _____

Rental Agreement Number: _____ Date of Rental: _____

Hours Worked: From: _____ AM/PM To: _____ AM/PM

Compensation: HOURS @ \$15 = \$ _____

TOTAL DUE: \$ _____

Comments:

I certify that I was present and worked the rental described above.

(Date)

(Signature of Armory Manager or Alternate)

I certify that the above named individual is entitled to Armory Manager Rental Compensation.

(Date)

(Signature of Post Commander/Armory Manger)

NOTE: Post Commander certifies for Armory Manager.
Armory Manager certifies for Alternate.

FOR USE BY DMVA: Checked _____ Posted _____ Verified _____

TO BE REPRODUCED LOCALLY

**MICHIGAN
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
ARMORY MANAGER STANDARD OPERATING PROCEDURE (AMSOP)
ARMORY RENTAL POLICY**

CATEGORIES OF ARMORY RENTALS

Wyoming Armory

TIER # 1 – Full Commercial Rates

\$170 Per Hr.

Groups: Private, Commercial, Non-Profit

Conditions of Event Including but not limited too:

- Charges an admission fee
- Is intended to raise funds for an organization
- Restricts admission by ticket or invitation
- Serves alcohol (may require additional license, see enclosures 8 and 9)

Renter Must:

- Provide 25% deposit for reservation
- Provide/purchase liability insurance
- Provide for setup and cleanup
- Provide any special license as applicable
- Reimburse DMVA for all costs
- Provide security as deemed necessary by Armory Manager

Types of Rental Events (this is not all inclusive):

- Trade shows, sporting events (non-school events), fundraisers, wedding receptions, private parties, Expos, training programs, dances, business events, and professional licensing exams

**MICHIGAN
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
ARMORY MANAGER STANDARD OPERATING PROCEDURE (AMSOP)
ARMORY RENTAL POLICY**

CATEGORIES OF ARMORY RENTALS

**Wyoming Armory
\$90 Per Hr.**

TIER # 2 – Building Operations Cost Recovery Rates

Groups: .Units of State Government (before or after business hours), Public Schools,
Michigan National Guard and/or Department Employees

Renter Must:

Provide security as deemed necessary by Armory Manger
Provide 25% deposit for reservation
Provide liability insurance.
Provide for setup and cleanup
Provide any special license as applicable
Reimburse DMVA for all costs not previously identified

Types of Rental Events (this is not all inclusive):

Government meetings (before or after business hours), local law enforcement,
school sports team, NG/DMVA employee (and their immediate family) use.
Immediate family is considered a mother, father, sibling, spouse or child.

**MICHIGAN
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
ARMORY MANAGER STANDARD OPERATING PROCEDURE (AMSOP)
ARMORY RENTAL POLICY**

CATEGORIES OF ARMORY RENTALS

TIER # 3 – Waiver of Building Operating Costs

Groups: Military Unit Sponsored Event and Community Goodwill Event.

Conditions of Event:

Is conducted during regular business hours
Charges no fees for admission
Armory Manager receives no compensation for **incentive pay**

Renter Must:

Provide for set up and clean up
Provide liability insurance (as deemed necessary)
Reimburse DMVA for all employee costs *

Types of Rental Events (this is not all inclusive):

Blood drives, food/toy drives, Family Support

* The lessee may be charged staff time for any event, where the Armory Manager or his/her representative must open/close, set up/clean up the facility. In that case the Armory Manager is entitled to hourly compensation.

STATE OF MICHIGAN
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
RENTAL AGREEMENT

No _____

DATE _____ ARMORY/FACILITY _____

1. This Lease between Department of Military and Veterans Affairs, hereinafter called the LESSOR, and

(PERSON OR ORGANIZATION) (ADDRESS) (CITY) (STATE) (ZIP CODE)

Hereinafter called the LESSEE: WITNESSETH: The parties heretofore for the consideration hereafter mentioned, covenant and agree as follows:

2. In consideration of payment by the LESSEE to the LESSOR, the amount of \$ _____ for each hour of the event, and \$ _____ for each hour of clean/up/setup.

ONE DAY: beginning at _____ am/pm until _____ am/pm on _____ (DATE)

Areas to be used: _____ Purpose: _____

3. It is further agreed that the LESSEE will pay the LESSOR in the following manner:

TIER # _____	TOTAL RENTAL COST:	\$ _____
SETUP TIME: _____ Hrs. X \$ _____ = \$ _____	DEPOSIT FOR RESERVATION	\$ _____
EVENT TIME: _____ Hrs. X \$ _____ = \$ _____	BALANCE DUE BEFORE USE:	\$ _____
CLEANUP TIME: _____ Hrs. X \$ _____ = \$ _____	DEPOSIT FOR DAMAGE OR LOSS	\$ _____
ALCOHOL FEE: = 1 Hour of Event Time: = \$ _____		
OTHER COSTS: (See Attached) = \$ _____		
TOTAL RENTAL COST: \$ _____		

4. The LESSEE agrees to and shall provide the LESSOR the following requirements: certificate of insurance and, when required, Special Liquor License.

6. The LESSOR agrees to and shall provide the LESSEE the following additional requirements: _____

8. **ENVIRONMENTAL COMPLIANCE:** LESSEE shall comply with all federal and state environmental laws and regulations. LESSEE shall be solely responsible for all costs, expenses, fines, fees and damages of any kind, whatsoever, assessed or adjudicated against it or the lessor or State of Michigan for lessee's environmental violations of applicable law or regulation and the lessee shall save harmless, defend and indemnify the State of Michigan, and the state's agents and employees in accordance with the provisions of paragraph 20.

7. **NO SMOKING POLICY:** In the interest of providing a safe and healthy environment for DMVA employees, Michigan National Guard personnel, and visitors; and pursuant to Governor Engler's Executive Order 1992-3: **SMOKING IS PROHIBITED THROUGHOUT DEPARTMENT OF MILITARY AND VETERANS AFFAIRS OWNED OR OPERATED FACILITIES.**

8. As a condition of use, the LESSEE agrees to adhere to this no smoking policy. The responsibility for enforcing the policy during a rental event will be the LESSEE. Guests of the LESSEE who are found smoking will be considered in violation of DMVA policy. Rental may be canceled at any point in time if LESSEE fails to correct his violation.

9. I have read, understand, and will comply with all conditions of this agreement, including above paragraphs 1 through 9 and 10 through 23 on reverse side.

LESSOR: Department of Military and Veterans Affairs

LESSEE:

Signature of Armory/Facility Representative

Signature of Authorized Event Representative

Witnessed to LESSOR

SSN or Federal ID Telephone Number

Witnessed to LESSEE

- WHITE - Lessee
- YELLOW - DMVA, Finance
- PINK - Armory File
- GOLDENROD - Info Copy, DMVA

GENERAL INSTRUCTIONS -- PREPARATION OF "RENTAL AGREEMENT"
(DMVA FORM 7-7)

STEPS IN FILLING OUT A RENTAL AGREEMENT:

Armory Manager/Deputy will fill in all spaces of the rental agreement.

1. Fill in the date the rental agreement is written. This date is not to be delayed for the purpose of circumventing the deposit for reservation requirement.
2. Enter armory or facility name on all rental agreement copies, including voided or cancelled documents.
3. **Paragraph 1:** Fill in the name of the organization, the name of the representative, and address including city, state and zip code.
4. **Paragraph 2:** Indicate the hourly rate on which the total rental cost is based.
 - a. Indicate the measure of use time (hourly) as it is stated in paragraph 3 of the rental agreement.
 - b. **ONE DAY RENTAL:** Enter the beginning and ending times and the beginning date in space provided. Indicate day or evening by striking out am/pm, whichever does not apply.
 - c. **LONG TERM/MULTIPLE DAYS RENTAL:** Attach a tentative schedule to copy of the rental agreement. A rental agreement will not cover more than one-year usage except as authorized by DMVA-State Operations. Dates should run from October 1st to September 30th.
 - d. Complete "Area to be used" and "Purpose" on next line. The "Purpose" space is to be filled in with specific information, which will be used by State Operations for Armory Usage Reports.
5. **Paragraph 3:** Indicate the Tier level of the rental event. Enter the setup time, event time, clean up time. If applicable, also charge an alcohol fee. Bring Your Own Booze (BYOB) functions are prohibited. If other costs are charged, attach an itemized list and specific charge for each item and enter the total of Other Cost in Paragraph 3. Compute this area to determine total cost of the rental.
 - a. When the 25% deposit for reservation is collected enter the amount in space provided. At the time the 25% deposit for reservation is received and accepted from the lessee, the rental agreement is consummated. The Armory Manager/Deputy will notify the lessee that a minimum of \$25 administrative fee will be charged by DMVA-State Operations in the event of later cancellation by the lessee.
 - b. Compute and enter the total cost less the deposit for reservation. Enter the balance due prior to rental event.
 - c. Enter the amount of the deposit for damage or loss in the space provided (if applicable).

d. For a one-day or long-term rental, enter total amount due for the time period covered by this rental agreement. If the rental agreement is "by attached schedule" and actual use cannot be determined in advance, this space may be left blank until after actual usage has been determined.

e. For a one-day rental, enter the amount due after deposit has been collected. This amount must be collected from the lessee before use of the facility. For long-term usage enter the amount due for each usage and designate the time applicable for the amount. All long-term monies are due in advance.

6. **Paragraph 4:** This paragraph identifies the insurance coverage requirement and applicable licenses or permits.

7. **Paragraph 5:** This space may be used as deemed appropriate by the Armory Manager/Deputy. For example, it may be used for indicating that armory personnel will furnish cleanup and/or setup, security, etc.

8. **Paragraph 6:** This paragraph defines federal and state environmental laws and regulations.

9. **Paragraph 7:** This paragraph defines the "No Smoking Policy" in State of Michigan owned buildings, pursuant to Governor Engler's Executive Order 1992-3. The lessee must understand that the armory is a non-smoking facility.

10. **Paragraph 8:** This paragraph assigns responsibility of compliance to the "No Smoking Policy" to the lessee.

11. **Paragraph 9:**

a. Signatures on rental agreements and receipts shall be original on the original copy (white). The Goldenrod informational copy of the agreement does not require signatures.

b. The armory representative's signature on the rental agreement must be that of the appointed Armory Manager/Deputy (signature of the authorized representative shall be indicated as such).

c. The lessee or authorized representative must sign where indicated.

d. The second line must carry the federal identification number of the organization or social security number of the lessee or their authorized representative. This is essential for collection purposes in the event of non-payment. Enter the area code and telephone number in the appropriate space. One person may witness both the lessor and lessee signatures. Each signature, however, must be collected and witnessed by a third person.

WHITE - Lessee
YELLOW - DMVA
PINK - Armory/Facility File

STATE OF MICHIGAN
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
RECEIPT

No

D

Armory/Facility _____ Date _____

Received from _____ \$ _____

dollars

for the purpose of _____

Signature _____

DMVA Form 7-7a (Rev. 03/09)

WHITE - Lessee
YELLOW - DMVA
PINK - Armory/Facility File

STATE OF MICHIGAN
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
RECEIPT

No

C

Armory/Facility _____ Date _____

Received from _____ \$ _____

dollars

for the purpose of _____

Signature _____

DMVA Form 7-7a (Rev. 03/09)

WHITE - Lessee
YELLOW - DMVA
PINK - Armory/Facility File

STATE OF MICHIGAN
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
RECEIPT

No

B

Armory/Facility _____ Date _____

Received from _____ \$ _____

dollars

for the purpose of _____

Signature _____

DMVA Form 7-7a (Rev. 03/09)

WHITE - Lessee
YELLOW - DMVA
PINK - Armory/Facility File

STATE OF MICHIGAN
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
RECEIPT

No

A

Armory/Facility _____ Date _____

Received from _____ \$ _____

dollars

for the purpose of _____

Signature _____

DMVA Form 7-7a (Rev. 03/09)

SAMPLE

GENERAL INSTRUCTIONS – PREPARATION OF “CASH RECEIPTS”
(DMVA Forms 7a, b, c, & d)

The completion of Cash Receipts for the most part is self-explanatory. Listed below are specific areas in which there may be questions.

- a. A receipt must be issued each time monies are collected or disbursed.
- b. When the check or money order is received do not hold the Goldenrod copy of the rental agreement for deposit. Instead, send the Goldenrod copy with the deposit slip and cash receipt to DMVA-State Operations. In this way, DMVA will be aware there may be a delay in obtaining signatures on the other copies.
- c. Deposit tickets and receipts must be sent to State Operations three days after the rental payment has been deposited by the Armory Manager.
- d. Include the rental agreement number and lessee name on the deposit ticket.
- e. The date must be the date payment is received.
- f. In the “Received from” space, if the name of the person from whom money is received is different from the name of the rental agreement, note the name of the lessee in parentheses.
- g. In the “Purpose” space:
 - (1) Indicate rental date(s).
 - (2) If for a deposit, note balance due.
 - (3) Note any changes to the original agreement as to date, time or space and any associated change of rate.
- h. As with the rental agreement, the Armory Manager, or his appointed Deputy Armory Manager, must sign receipts.
- i. If all receipts for an assigned rental agreement are used, and the scheduled rental dates continue, use the next available set of rental agreements and receipts. Identify the armory, lessee and the original rental agreement number. Continue this process until all dates on the original agreement have taken place.
- j. Distribution: White copy....To Lessee upon receipt of money
Yellow copy.....To DMVA - State Operations
Pink copy.....To Armory File

**MICHIGAN
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS**

Armory Rental Checklist

(Armory)

(Rental Agreement Number)

BEFORE RENTAL AGREEMENT IS WRITTEN

- ____ Rental event has been entered on the Armory Rental Calendar.
- ____ Lessee has provided proof of affiliation with the National Guard or DMVA (if applicable).
- ____ Lessee has been advised of Liquor Control Commission rules, Proof of Insurance requirements (including Liquor Liability), Non-Smoking and Environmental policies.

GOLDENROD COPY OF RENTAL AGREEMENT

- ____ Rental agreement number has been used in sequence.
- ____ All applicable spaces, have been filled in on the Rental Agreement.
- ____ A 25% reservation deposit has been collected.
- ____ Lessee has been provided with security procedures.
- ____ A copy of insurance policy certificate covering the event is on file (required 3 days prior to event date). State of Michigan is named as insured and the address of the armory is included on the insurance certificate.
- ____ Liquor Liability Insurance has been procured (if applicable). A copy is on file.
- ____ A copy of the cancellation addendum is on file.
- ____ The lessee has been given a copy of the Armory Rental Program Policies and has signed the Statement of Understanding. A copy is on file.
- ____ Personnel have been scheduled for this event.
- ____ The goldenrod copy of the rental agreement, yellow rental receipt and bank deposit slip(s) have been forwarded to DMVA-State Operations on _____. (Date)

YELLOW COPY OF RENTAL AGREEMENT

- ____ All signatures have been obtained and witnessed and Lessee information included.
- ____ Receipts and bank deposit slips for balance of rental event have been attached.
- ____ A "damage deposit" has been collected. The deposit was Retained ___. Forwarded ___.

AFTER THE RENTAL

- ____ The yellow copy of the rental agreement and voided (unused) white and yellow receipt(s) have been forwarded to DMVA-State Operations.
- ____ Pink copies of rental agreement and receipts are on file at the armory for audit.
- ____ Premises have been inspected for damages – no exceptions noted.
- ____ Form DMVA 7-11 has been prepared, signed and forwarded for refund of damage deposit.
- ____ Armory Manager time sheets have been completed, rental number noted, and forms forwarded.

NOTE: Attach copy of the completed checklist to pink copy of the "Rental Agreement."
TO BE REPRODUCED LOCALLY

**MICHIGAN
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS**

Insurance and Liability Requirements

QUALIFIED INSURANCE

Three days prior to the scheduled rental event, the lessee shall show proof of insurance from a company qualified and authorized by the State of Michigan according to Michigan Licensing and Regulation. If proof of insurance is questionable to the Armory Manager, it is up to the lessee to provide adequate assurance the proof of insurance is qualified and authorized to save the State of Michigan harmless from any and all claims which may be imposed upon the State as a result of the event in question.

- (1) A copy of the proof of insurance for each rental agreement will be forwarded to DMVA-State Operations as part of the rental documentation. Also, a copy will be filed in the armory file with the pink copy. Failure to do so may result in the event space being released and being made available to other clients.

TYPE OF INSURANCE

Special Event Coverage: Coverage is issued specifically for this event, naming State of Michigan as insured and listing the armory address.

Blanket Insurance: Coverage is issued to the lessee for their own address (including homeowners). This type policy must have a rider naming the State of Michigan as co-insured at the armory address.

Self-Insured: Governmental agencies shall provide a signed waiver stating the lessee is self-insured and will cover the lease period saving the State of Michigan harmless from any and all claims which may be imposed upon the State as a result of the event.

Liquor Liability: Any event that includes serving **ALCOHOLIC** beverages (whether sold or given away) requires "Liquor Liability Insurance." Bring Your Own Booze (BYOB) functions are prohibited.

DATES OF INSURANCE

Insurance shall cover all dates the lessee and/or patrons use the armory building and/or grounds, including setup, event and cleanup times.

PREMIUM

The document must be a valid policy showing a premium amount. Not a quote!

If the document is a "Homeowners Policy," a statement is required from the Insurance Agent ensuring the policy covers the rental event.

NAME OF INSURED AND MAILING ADDRESS

The policy shall bear the name of the State of Michigan as covered, with the armory address as the place insured.

AMOUNT OF COVERAGE

Minimum public liability/property damage coverage - \$100,000 per person, \$300,000 per event.

- NOTES:**
1. A copy of this document will be posted in a place convenient for prospective lessees to see.
 2. A copy of this document will be provided each lessee.

TO BE REPRODUCED LOCALLY

Liquor License Requirements

A liquor license is required if alcohol is being sold. There are 3 basic categories when determining additional licensing requirements:

Non-Profit

A Special License is a contract between the Commission and the special licensee (only a nonprofit organization) granting authority to sell beer, wine, mixed spirit drink, or spirits at retail for consumption on the premises only for a limited period of time. A Special License is good for one day. An organization can obtain up to twelve (12) Special Licenses per year after completing the Special License Application and receiving approval from the Commission. All profits derived from the sale of alcoholic liquor must go to the organization itself not to any individual.

Note: Local law enforcement approval is required for a Special License – and the Commission requires at least ten (10) working days to process the Special License Application.

For Profit

The Liquor Control Code prohibits the consumption of alcoholic liquor on any premises or place for "consideration" unless the premises are licensed by the Michigan Liquor Control Commission to allow consumption on the premises. Consideration includes *"any fee, cover charge, ticket purchase, the storage of alcoholic liquor, the sale of food, ice, mixers, or other liquids used with alcoholic liquor drinks, or the purchasing of any service or item, or combination of service and item; or includes the furnishing of glassware or other containers for use in the consumption of alcoholic liquor in conjunction with the sale of food."*

Private Party

If someone is having a function at a banquet hall, such as a wedding reception, and the host and/or guests are supplying the food and alcoholic beverages and there are no charges of any kind including any entry fee or donation, no type of liquor license is available or required. It is, however, recommended that those who contemplate such an activity contact the local law enforcement agency or prosecutor's office for any additional information, since they have jurisdiction in such matters.

CANCELLATION ADDENDUM

Rental Agreement _____ (contract #) dated _____

Upon entering into this contract agreement as a lessee, I am aware that the provisions of paragraph 12 of the base agreement may be invoked with less than 24 hours notice based on the military force protection standards as designated by the post commander. Additionally I understand that paragraph 12 includes the lessor's right to prohibit access to non military activities in order to secure sensitive equipment and to insure compliance with Department of Defense guidance.

In the event the Department of Military & Veterans Affairs under the provisions of paragraph 12 terminates this lease, the lessee will receive a pro-rata refund of advanced payments of rent. The lessor will not be responsible to the lessee for the repayment for any loss of revenue or inconvenience that may be experienced by the lessee. This includes, but is not limited to, the cost of invitations, advertising, catering services, reimbursements to vendors, or any additional cost that may be incurred for relocation or cancellation of the event.

Signed: _____ Date: _____

TO BE REPRODUCED LOCALLY

**MICHIGAN DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
ARMORY RENTAL CLEAN UP**

Rental Contract _____

Date _____

Employee _____

	BEFORE	AFTER
KITCHEN	_____	_____
All counters cleaned off	_____	_____
All sinks cleaned	_____	_____
All trash removed to the dumpster	_____	_____
Garbage disposals have been emptied and rinsed out	_____	_____
Ovens and stoves wiped down and food particles removed	_____	_____
Coffee pots emptied and rinsed out	_____	_____
Refridgerators emptied and wiped out	_____	_____
 DRILL FLOOR		
Tables and chairs wiped down and put away	_____	_____
Any items taped or otherwise affixed to walls must be removed	_____	_____
Drill floor swept	_____	_____
All trash removed to the dumpster	_____	_____
Bar area cleaned up	_____	_____
 BATHROOMS		
Toilet paper and paper towel replenished	_____	_____
All trash removed to the dumpster	_____	_____
 OUTSIDE		
Remove snow and ice from main entrance and emergency exits	_____	_____
Ensure slippery/wet signs are posted in main lobby	_____	_____
All trash removed to the dumpster	_____	_____
Remove all vehicles and property before the end of the contract time	_____	_____

THE ARMORY MUST BE RETURNED TO THE CONDITION IT WAS PRIOR TO THE RENTAL

TO BE REPRODUCED LOCALLY

State of Michigan

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

Date: _____ ARMORY

TO: DMVA -- State Operations, Armory Rental Program Manager

SUBJECT: Refund of DEPOSIT FOR DAMAGE OR LOSS

(Lessee/Organization)

(Address)

I hereby certify that I have requested the Lessee to repair or replace all items damaged or lost during rental period as per Rental Agreement No. _____, dated _____.
A DEPOSIT FOR DAMAGE OR LOSS was made by Lessee in the amount of \$ _____.

Following items were damaged or lost during rental by above named lessee and have not been repaired or replaced (if none, please print None):

<u>Item No.</u>	<u>Item Description</u>	<u>Approx. Cost</u>	<u>Extent of Damage</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

REMARKS:

Lessee agrees to replace Item(s) No. _____

Lessee agrees to repair/restore to original condition Item(s) No. _____

Recommend deduction of \$ _____ from deposit for Item(s) No. _____

Recommend Refund \$ _____

(Signature of Armory Manager)

(Signature of Lessee)

(SSAN or Fed ID No.)

FOR DMVA - State Operations USE ONLY:

Audited by: _____

Approved by: _____

(Title)

(Date)

TO BE REPRODUCED LOCALLY

State of Michigan

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

Date: _____ ARMORY

TO: DMVA – State Operations, Armory Rental Program Manager

SUBJECT: Request for Refund of Deposit for Reservation

To be filled in by Lessee:

(Lessee or Organization Name) (Address) (City, State & Zip Required)

Request Refund of \$ _____ due to cancellation of Rental Agreement No. _____ for the
use of the _____ Armory on _____.

Reason for cancellation: _____

Signature of Lessee SSAN or Fed ID Number (Cannot refund without this number.)

To be filled in by Armory Manager or Designated Alternate:

Date: _____

Remarks: _____

Signature of Armory Manager/Alternate Recommend \$ _____ be refunded.

FOR DMVA – State Operations USE ONLY:

\$ _____ was deposited per RV# _____ dated _____.

\$ _____ less administrative costs (normal fee \$25.00).

\$ _____ total to be refunded per DMVA – State Operations

Audited by: _____

Approved by: _____ (Title) _____ (Date)

TO BE REPRODUCED LOCALLY

Michigan National Guard Armory Rental Program Policies

The primary purpose of state armories is for military training and for storage of military property. Limited non-military use is authorized so long as it does not interfere with military use. The DMVA reserves the right to refuse bookings which, at its sole discretion, are considered not in the best interest of the Michigan National Guard.

Should the armory be required for military use, the agreement will be cancelled upon a pro-rata refund of advanced payments of rent. If an event is cancelled due to military use, the lessee will receive a refund of any advance payments made. However, the lessor will not be responsible to the lessee for the repayment of any loss of revenue or inconvenience that may be experienced by the lessee. This includes, but is not limited to, the additional cost of invitations, advertising, catering services, reimbursements to vendors, or any additional cost that may be incurred for relocation or cancellation of this event.

A 25% "Deposit for Reservation" is required for all rentals when the contract is signed.

All charges are to be settled 3 days prior to the event date. Failure to do so may result in the event space being released and made available to other clients.

A damage deposit is required prior to the event date. Liability for damages to the premises will be deducted from the damage deposit paid. These charges will be based on actual repair or replacement cost. The deposit will be returned if no damage is assessed.

The DMVA cannot assume responsibility for the damages to, or loss of, any merchandise or articles left prior to, during or following an event.

If the lessee cancels an event, a \$25 administrative fee will be charged. This fee will be taken from any advance payments made.

In the interest of providing a safe and healthy environment for DMVA employees, Michigan National Guard personnel, and visitors; and pursuant to Governor Engler's Executive Order 1992-3: **SMOKING IS PROHIBITED** throughout Department of Military & Veterans Affairs owned or operated facilities.

The lessee must comply with all federal and state environmental laws and regulations. The lessee shall be solely responsible for all costs, expenses, fines, fees and damages of any kind, whatsoever, assessed against the State of Michigan for the lessee's environmental violations.

The lessee must provide proof of insurance from a company qualified and licensed by the State of Michigan. The policy must insure the lessee and State, its employees and agents. The insurance must cover the entire time of the event, including set-up and take-down times. Failure to do so will result in the event space being released and being made available to other clients.

TO BE REPRODUCED LOCALLY

Any event that includes the serving or consumption of alcohol requires liquor liability insurance.

The lessee will provide a copy of any other special licenses or permits prior to the event date.

The lessee agrees to provide security protection as required by the lessor, and furnish proof of such arrangements prior to the commencement of the function.

The lessee is responsible for cleanup of the armory: returning the facility to the same condition as when leased. This service may be purchased.

If the lessee is a member of DMVA or the Michigan National Guard they must provide proof of affiliation.

TO BE REPRODUCED LOCALLY

**Statement of Understanding
Michigan National Guard Armory Rental Program**

This Statement of Understanding highlights the administrative procedures pertaining to the use of a Michigan National Guard Armory. The purpose of having you read and sign this Statement of Understanding is to assure that you are aware of critical information that could affect your use of a Michigan National Guard Armory.

_____ (initials) I understand that the provisions of paragraph 12 of the base agreement may be invoked with less than 24 hours notice based on the military force protection standards as set forth by the post commander. In the event that paragraph 12 is invoked, the lessee will receive a refund of advanced payments made. The lessor will not be responsible to the lessee for the repayment for any loss of revenue or inconvenience that may be experienced by the lessee. This includes, but is not limited to, the additional cost of invitations, advertising, catering services, reimbursements to vendors, or any additional cost that may be incurred for relocation or cancellation of this event.

_____ (initials) I understand that a 25% "Deposit for Reservation" is required for all rentals when the contract is signed.

_____ (initials) I understand that all charges are to be settled 3 days prior to the event date. Failure to do so will result in the event space being released and being made available to other clients.

_____ (initials) I understand that liability for damages to the premises will be charged based on actual repair or replacement cost. The charges will be deducted from the amount of the damage deposit collected otherwise your insurance company will be contacted.

_____ (initials) I understand that as the lessee, I will be held responsible for the damage to, or loss of, any merchandise or articles left prior to, during or following an event.

_____ (initials) I understand that if I cancel my event, I will be charged a \$25 administrative fee. This fee will be taken from any advance payments made.

_____ (initials) I understand that in the interest of providing a safe and healthy environment; and pursuant to Governor Engler's Executive Order 1992-3: Smoking is prohibited throughout the Department of Military and Veterans Affairs owned or operated facilities.

_____ (initials) I understand that proof of insurance from a company qualified and authorized by the State of Michigan is required 3 days prior to the event date and must insure the lessee and State, its employees and agents. The insurance shall cover the entire time of the event, including set-up and take-down times. Failure to do so will result in the event space being released and being made available to other clients.

(_____ (initials) I understand that I must comply with all federal and state environmental laws and regulations. I am solely responsible for all costs, expenses, fines, fees and damages of any kind, whatsoever, assessed against the State of Michigan for any environmental violations.

_____ (initials) I understand that any event that includes serving ALCOHOLIC beverages (whether sold or given away) requires Liquor Liability Insurance and is required 3 days prior to the event date, and that Bring Your Own Booze (BYOB) functions are prohibited.

_____ (initials) I understand that if my event requires any other special licenses or permits, I must provide proof of obtaining said licenses or permits 3 days prior to the event date.

_____ (initials) I understand I am responsible for the cleanup of the armory after my event: returning the facility to the same condition as when it was leased. I understand this service may be purchased.

_____ (initials) I understand that the DMVA may require security for my event and it is my responsibility to provide said security by licensed security firm.

_____ (initials) I understand that the DMVA reserves the right to cancel this contract at any time for failure to comply with any of the above conditions.

_____ (initials) I understand that as an individual leasing this facility, I must provide proof of affiliation with DMVA or the National Guard in order to receive the Tier 2 rate.

(I, the undersigned, acknowledge that I have read this statement before signing it. I have familiarized myself with the administrative regulations and procedures and fully understand all obligations, responsibilities, and standards set forth in the administrative regulations and procedures.

Print Lessee Full Name: _____

Lessee Signature and Date: _____

Armory Manager Signature and Date: _____

TO BE REPRODUCED LOCALLY

MICHIGAN
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
ARMORY MANAGER STANDARD OPERATING PROCEDURE (AMSOP)

October 2012

AMSOP 9-1

APPOINTMENT/RELIEF – ARMORY MANAGER AND DEPUTY ARMORY
MANAGER

1. **PURPOSE:** To prescribe policy and procedure for the appointment or relief of Armory Managers and/or Deputy Armory Managers.
 2. **REFERENCE:** Armory Managers SOP 1-2 – Responsibilities.
 3. **INFORMATION:**
 - a. Paragraphs 3a(4) and 3b(4), referenced AMSOP 1-2, prescribe the responsibilities for the appointment and/or change of Armory Manager and Deputy Armory Manager. This item reiterates these responsibilities and prescribes the manner in which these appointments are made.
 - b. Although outlined in AMSOP 1-2, the importance of reporting these appointments and/or changes to the Chief of Staff's office and the Office of Human Resources Management is emphasized.
 4. **INSTRUCTIONS:** Appointment to, and relief from, the positions of Armory Manager and Deputy Armory Manager will be by "Memorandum", in the format and with the distribution indicated by enclosures 1 & 2.
 5. It is recommended that the "Incoming / Outgoing Armory Manager Checklists" are utilized. See enclosure 9-3.
 6. The point of contact for this item is Office of Human Resources Management-Payroll, (517) 481-7880.
- 3 Encl:
1. Memorandum, Appointment of Armory Manager
 2. Memorandum, Appointment of Deputy Armory Manager
 3. Incoming / Outgoing Armory Manager Checklists

MICHIGAN ARMY NATIONAL GUARD
272nd Regional Support Group
4850 Cooper Road
Jackson, Michigan 49201

1 October 2012

MEMORANDUM FOR LTC JOHN D. DOE, 000-00-0000, 272nd Regional Support Group, 4850 Cooper Road, Jackson, MI 49201

SUBJECT: Duty Appointment

1. Effective 1 October 2012, you are appointed as ARMORY MANAGER of the Jackson Armory, 4850 Cooper Road, Jackson, MI 49201
2. Authority: Para 3a(4), Armory Manager SOP 1-2, dated 1 October 1997.
3. Period: Until officially relieved or released from appointment.
4. Purpose: To provide for the proper management of the Jackson Armory as prescribed by paragraph 3b, Armory Manager SOP 1-2, dated 1 October 1997.
5. Special instructions: This memorandum supersedes memorandum, dated 1 October, 2011, appointing MAJ JOE J. JACKSON, 000-00-0000, as ARMORY MANAGER of the Jackson Armory.

SMITTY S. SMITH
COL TC MIARNG
Commander

DISTRIBUTION:

- 1 - MITAG-State Operations (Joelle Simon)
- 1 - MITAG-OHRM (Payroll)
- 1 - Each Individual Concerned
- 1 - Additional Duty Files
- 1 - Each Unit Concerned

Enclosure 1 to AMSOP 9-1 (10/12) Appointment/Relief - Armory Manager and Deputy
Armory Manager

MICHIGAN ARMY NATIONAL GUARD
272nd Regional Support Group
4850 Cooper Road
Jackson, Michigan 49201

1 October 2012

MEMORANDUM FOR LTC JOHN D. DOE, 000-00-0000, 272nd Regional Support Group, 4850 Cooper Road,
Jackson, MI 49201

SUBJECT: Duty Appointment

1. Effective 1 October 2012, you are appointed as DEPUTY ARMORY MANAGER of the Jackson Armory, 4850 Cooper Road, Jackson, MI 49201
2. Authority: Para 3a(4), Armory Manager SOP 1-2, dated 1 October 1997.
3. Period: Until officially relieved or released from appointment.
4. Purpose: To provide for the proper management of the Jackson Armory as prescribed by paragraph 3b, Armory Manager SOP 1-2, dated 1 October 1997.
5. Special instructions: This memorandum supersedes memorandum, dated 1 October, 2011, appointing MAJ JOE J. JACKSON, 000-00-0000, as DEPUTY ARMORY MANAGER of the Jackson Armory.

SMITTY S. SMITH
COL TC MIARNG
Commander

DISTRIBUTION:

- 1 – MITAG-State Operations (Joelle Simon)
- 1 – MITAG-OHRM (Payroll)
- 1 – Each Individual Concerned
- 1 – Additional Duty Files
- 1 – Each Unit Concerned

Enclosure 2 to AMSOP 9-1 (10/12) Appointment/Relief – Armory Manager and Deputy
Armory Manager

Armory Rental Program Incoming Armory Manager's Checklist

Please check Yes or No for each question and return to Michigan Department of Military and Veterans Affairs (DMVA), State Operations once completed.

Yes ___ No ___ the Appointee Memo has been completed and sent to DMVA, State Operations and Human Resources Office

Yes ___ No ___ DMVA, Human Resources Office paperwork been submitted

Yes ___ No ___ Armory Manager Standard Operating Procedure (AMSOP) has been reviewed

Yes ___ No ___ You were briefed by the outgoing armory manager on current and future rental program events

Yes ___ No ___ Personnel has been scheduled for current and future rental program events

Are there extra rental contracts and receipts available for use?

If so, verify the sequence numbers on the extra rental contracts and receipts?

Do the sequence numbers match what the outgoing armory manager indicated?

Are there extra deposit tickets available for use?

Armory Manager has been briefed on how to receive payment for your work during rental event hours?

Comments:

Please certify that the information included on the Incoming Armory Manager Checklist is correct and complete to the best of your knowledge.

Armory Manager Name (print)

Armory Manager Signature

Date

Armory Commander Name (print)

Armory Commander Signature

Date

Upon completion of this form, please fax to State Operations, Attn. Lance Bodell at 517-481-7644

Enclosure 3 to AMSOP 9-1 (10/12) Incoming Armory Manager Checklist

Armory Rental Program Outgoing Armory Manager's Checklist

Please check Yes or No for each question and return to Michigan Department of Military and Veterans Affairs, State Operations once completed.

Yes ___ No ___ A new Armory Manager has been appointed

Yes ___ No ___ If a new Armory Manager has been appointed the Armory Manager Standard Operating Procedure (AMSOP) has been reviewed

Yes ___ No ___ If a new Armory Manager has been appointed they have been briefed on current and future rental program events

Yes ___ No ___ The rental program calendar has been updated and is current

Yes ___ No ___ Personnel has been scheduled for current and future rental program events

Yes ___ No ___ All previously issued rental contracts and receipts are accounted for

Comments:

Please certify that the information included on the Outgoing Armory Manager Checklist is correct and complete to the best of your knowledge.

Armory Manager Name (print)

Armory Manager Signature

Date

Armory Commander Name (print)

Armory Commander Signature

Date

Upon completion of this form, please fax to State Operations, Attn. Lance Bodell at 517-481-7644

Enclosure 3 to AMSOP 9-1 (10/12) Outgoing Armory Manager Checklist

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE INTERIM CITY MANAGER TO SIGN A PROVIDER AGREEMENT FOR PROJECT FUNDING WITH KENT COUNTY

WHEREAS:

1. Kent County has generously agreed to provide the City of Wyoming \$6 million of funding support to construct the pedestrian and bicycling bridge and undertake related improvements as part of the City's "city center project" from the American Rescue Plan Act (ARPA) funds allocated to the County pursuant to a Provider Agreement for Project Funding in the form attached as Exhibit A (the Provider Agreement).
2. The City Council appreciates the County's approval of this funding for this transformational project and looks forward to using that funding to complete the bridge and related work.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Provider Agreement is approved in substantially the form included in the agenda for this meeting, subject to such changes as the city attorney, city director of community and economic development, and interim city manager approve.
2. The interim city manager is 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 April 3, 2023.

Date signed: April 4, 2023

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Provider Agreement

Resolution No. _____

STAFF REPORT

Date: March 29, 2023
Subject: Provider Agreement for Project Funding from Kent County
From: Nicole Hofert, Community & Economic Development Director
Scott Smith, City Attorney
Meeting Date: April 3, 2023

RECOMMENDATION:

Approve the Resolution Approving and Authorizing the Interim City Manager to Sign a Provider Agreement for Project Funding.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community will be enhanced with the connectivity to be provided by the city center project pedestrian/bicycling bridge and related improvements.

Safety – That bridge and related improvements will enhance the safety of pedestrians and cyclists crossing 28th St SW.

Stewardship – The \$6 million of funding provided by Kent County from its ARPA fund allocation enhances the affordability of this phase of the city center project.

BUDGET IMPACT:

These grant funds, coupled with the city's dedication of \$10 million of the city's ARPA funds makes this phase of the city center project affordable. When completed, the city center project will result in construction hundreds of additional affordable housing units and other development/redevelopment totaling hundreds of millions of dollars in improvements.

DISCUSSION:

Appreciation is due the Kent County Commission in approving use of \$6 million of County ARPA funds to support Wyoming's city center project.

This transformational project will allow safe crossing of 28th St SW, connecting services, public amenities, residences, and businesses on either side of 28th Street. It is envisioned to be an iconic landmark and the hub of a walkable downtown featuring many new commercial establishments, restaurants, housing units and other amenities. It will improve access to the senior center, library, Pinery Park, city hall, justice center, Wyoming high school, transit stops, Cherry Health, the Kent trails and other trail systems, Grace Christian University, and other area amenities.

PROVIDER AGREEMENT FOR PROJECT FUNDING

This Provider Agreement for Project Funding (the “Agreement”) is entered into as of _____, 2023, by and between the County of Kent, Michigan, of 300 Monroe Ave NW, Grand Rapids, MI 49503 (the “County”) and City of Wyoming, a Michigan City, of 1155 28th St SW, Wyoming, Michigan 49509 (the “Provider”). The purpose of this Agreement is to provide funding to the Provider to enable the Provider to carry out activities described herein on behalf and for the benefit of the County, its residents and businesses.

WHEREAS, the County received funds from the U.S. Department of Treasury (“Treasury”) in the amount of \$127,605,807 pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) (the “ARPA”), which authorized the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to be used by the County for various purposes and to ensure that the County has the resources needed to: (1) fight the COVID-19 pandemic; (2) support families and businesses struggling with the pandemic’s public health and economic impacts, (3) maintain vital public services, even amid declines in revenue, and (4) build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity; and

WHEREAS, the County is authorized by ARPA to utilize all or a portion of its SLFRF funds under the “general revenue loss” eligible use category to “provide government services to the extent of revenue loss due to the pandemic;” and

WHEREAS, the County has allocated \$127,605,807 of its SLFRF funds as “general revenue loss” pursuant to and in accordance with ARPA; and

WHEREAS, pursuant to Michigan law, including the Michigan Gifts of Property Act, Public Act 380 of 1913, MCL 123.871 et seq., as amended, the County is authorized to use federal funds the County receives to make a grant or loan to a corporation or other business association as long as the grant or loan by the County is not prohibited by the terms of the federal grant and the grant or loan is used for local public improvements, to encourage and assist business in locating or expanding in this state, to preserve jobs in this state, to encourage investment in the communities in this state, or for other public purposes; and

WHEREAS, Provider previously applied to the County for a specific eligible use of County funds as more particularly described on **Exhibit A** to this Agreement (the “Project”); and

WHEREAS, by resolution of the County’s Board of Commissioners adopted on December 1, 2022 (Resolution No. 12-1-22-121) (the “Resolution”), the County determined that the Provider’s Project is an eligible use of County funds and awarded Provider funds in the amount of \$6,000,000 (the “Allocated Funds”) to allow Provider to undertake the Project, subject to the terms of the Resolution and the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the adequacy of which is hereby acknowledged, the County and the Provider agree as follows:

1. Scope of Project; Revisions to Project; Operation and Maintenance of Project by Provider

a. *Provider to Undertake Project.* In accordance with the Resolution, the County designates the Provider to undertake on the County's behalf, and the Provider hereby agrees to undertake the Project, subject to the requirements of this Agreement and limitations more particularly set forth on **Exhibit B** attached hereto and fully incorporated into this Agreement. In the event of a conflict between the terms and provisions set forth in the Provider's application to the County for funds and this Agreement, the terms of this Agreement shall govern.

b. *Revisions to Project.* The Provider may make revisions to the Project described on **Exhibit A** with approval by the County Administrator, where such revisions to the Project do not materially alter the Project or cause the use of the Allocated Funds for the revised Project to constitute an ineligible use of County funds under applicable federal or state law. In no event shall a revision to the Project entitle the Provider to an additional allocation of funds by the County unless Provider makes a request to the County for additional funds. The County, acting by and through its Board of Commissioners or the Board of Commissioners' designee, and in the County's sole discretion, may approve and authorize additional funds for the Project, however, Provider acknowledges and agrees that no such additional allocation is guaranteed. For illustration purposes only, a revision to a Project may include a change in the design, implementation or construction means and methods that results in the ability to make additional improvements to the Project or serve more properties or individuals. Revisions to the Project Scope that reduce the extent of the improvements to be made or properties or individuals to be served should be avoided unless necessary to keep the Project within the Provider's budget for the Project and/or the County's allocation to Provider set forth in this Agreement. The Provider agrees to complete the Project in accordance with the Project timeline included in the Project Scope, subject to the obligation and expenditure requirements set forth in this Agreement.

c. *Operation and Maintenance of Project.* Provider acknowledges and agrees that, once the Project is completed, Provider shall operate and maintain the Project in accordance with applicable law and regulations. If the Project described herein is a capital infrastructure project, Provider agrees to provide any necessary repair and replacement of and for the Project throughout the useful life of the Project in accordance with generally accepted engineering practices and any required asset management plan or capital improvement plan. All costs for operation, maintenance and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Provider. The Provider agrees to provide sufficient funds for the proper management, operation, maintenance, repair or replacement of the Project to ensure that the Project is sustainable over the useful life of the Project and the County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

2. Term of Agreement

The term of this Agreement is December 1, 2022 through December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Provider has completed all applicable administrative actions, reporting requirements (if any), and all Project work required by and set forth in this Agreement. Should Provider require additional time for auditing of or reporting for the Project in accordance with applicable law, this Agreement, and/or applicable accounting standards, this Agreement shall be deemed automatically extended until such time as said audit and reporting shall be completed.

3. Payments

a. *Payment Schedule.* Payments under this Agreement by the County to the Provider according to the payment provisions and schedule attached hereto as **Exhibit C**.

b. *Use of Funds.* The Provider shall not use any Allocated Funds received pursuant to this Agreement except for the purposes outlined in **Exhibit B**. The Provider shall not use any Allocated Funds received pursuant to this Agreement to pay for any administrative costs of the Project.

c. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments pending timely delivery of Project reports or documents as may be required under this Agreement. The Provider agrees that funds determined by the County to be surplus upon the completion of the Project will be subject to cancellation by the County and that in the event of such a cancellation, Provider will remit such disallowed funds to the County within thirty (30) days of written notification of the cancellation. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.

d. *Allowable costs.* Allowable costs shall mean those necessary and proper costs identified in the Provider's Project and approved by the County unless any or all such costs are disallowed by the State of Michigan or Treasury.

e. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Provider's bank account, according to a process established by Provider with the County. Provider shall, to the greatest extent possible, set up a separate bank account to receive and hold the Allocated Funds apart from all other funds.

f. *Recoupment.* Provider acknowledges and agrees that Provider's award and use of the Allocated Funds is subject to recoupment by the County for the Provider's failure to use the funds for the Project in strict accordance with this Agreement.

4. Obligation and Expenditure Timing Requirements; Reporting Requirements; County Project Manager

a. *Timing Requirements.* Provider may use the Allocated Funds to cover eligible costs incurred from December 1, 2022 to June 30, 2024, as long as the obligations are incurred by June 30, 2024 and are expended by December 31, 2026.

i. An “obligation” is defined as an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment.

ii. A cost is “incurred” if the Provider has entered into an obligation with respect to such cost by June 30, 2024. If there are funds that are not obligated or expended within that time frame, those funds must be returned to the County.

iii. If Provider fails to incur a cost by June 30, 2024, the County, in its sole discretion, may terminate this Agreement and rescind the award of Allocated Funds to the Provider.

The County and Provider agree that the execution of this Agreement on the date first set forth above constitutes an obligation of the Allocated Funds by the County to the Provider (in the amount set forth in this Agreement) and further Provider agrees to fully expend the Allocated Funds no later than December 31, 2026.

b. *Reporting Requirements.* The Provider shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the Reporting Requirements attached to this Agreement as **Exhibit D**. Such reporting requirements shall extend beyond the term of this Agreement. Notwithstanding any record retention policies, Provider agrees to maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years, whichever is greater.

c. *County Project Manager.* To assist Provider in the oversight of the Project and compliance with the requirements of this Agreement and the Resolution, the County shall appoint a Project Manager for Provider’s Project. The Provider shall routinely provide updates to the County Project Manager on the status of the Project and Provider’s compliance with reporting requirements under the terms of this Agreement.

5. **Compliance with Federal, State and Local Laws**

In addition to the requirements set forth in **Exhibit B** to this Agreement, Provider acknowledges and agrees that use of Allocated Funds may be subject to various Federal, State and Local laws and regulations and Provider agrees to comply with all applicable Federal, State and Local laws and regulations with respect to its receipt and use of Allocated Funds pursuant to this Agreement. Provider acknowledges and agrees that this Agreement and other submittals required to be provided by Provider to the County may be subject to disclosure under the Michigan Freedom of Information Act.

6. **Return of Funds; Recoupment**

a. *Unspent Allocated Funds.* Provider must return any Allocated Funds not expended by December 31, 2026.

b. *Notice to Provider.* If the County determines that the use of the Allocated Funds by the Provider does not comply with this Agreement, the County shall provide the Provider with an initial written notice of the amount subject to recoupment along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from the County, the Provider

may submit to the County either (1) a request for reconsideration of any amounts subject to recoupment, or (2) written consent to the notice of recoupment.

c. *Reconsideration of Recoupment.* To request reconsideration of any amounts subject to recoupment, a Provider must submit to the County, a written request that includes: (1) an explanation of why all or some of the amount should not be subject to recoupment; and (2) a discussion of supporting reasons, along with any additional information.. To the extent necessary, Provider shall submit such other documentation as requested or required by the County to enable the County to consider the demand for recoupment.

d. *Payments for Recoupment.* If the Provider's reconsideration request is denied, or if Provider has not submitted a reconsideration request, Provider shall repay the amount subject to recoupment within 90 calendar days of the County's request for recoupment. Provider shall be liable for and shall pay to the County all costs incurred by the County in obtaining payment from Provider of funds subject to recoupment.

7. Indemnification

Provider acknowledges and agrees that any expenditure of the Allocated Funds which are determined by the County to be ineligible shall be subject to recoupment. To the greatest extent permitted by law, the Provider agrees to indemnify and hold harmless the County, its appointed and elected officials, employees and agents from and against any and all liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of funds by the Provider, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of or the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Provider, its subcontractors, agents, successors or assigns.

8. Certification in Accordance with Act 517

By executing this Agreement, Provider certifies to the County in accordance with Act 517 of the Public Acts of Michigan of 2012 ("Act 517"), that as of the date hereof and the date of the Provider's submittal to the County for funding, the Provider is not an "Iran linked business" as defined in Act 517.

9. Use of County Name and Logo with Respect to Project; Media Releases

Provider acknowledges and agrees that use of the County's name and logo with respect to Provider's Project is subject to the prior approval of the County and the County's rules or policies with respect to such use of the County's logo. Provider also agrees to coordinate any press releases or marketing materials with respect to Provider's Project with the County prior to dissemination of such releases or materials.

10. Notices

Any notices required to be given by the County or the Provider shall be in writing and delivered to the following addresses by hand, by U.S. mail, or by overnight commercial courier:

Kent County:

Provider:

County of Kent Attn: County Administrator 300 Monroe Ave NW Grand Rapids, MI 49503	City of Wyoming 1155 28th St SW Wyoming, MI 49509
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11. Assignment

The Provider shall not assign any portion of the Allocated Funds or responsibility for completion of the Project provided for by this Agreement to any other party.

12. Reservation of Rights

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach of this Agreement.

13. Amendments

This Agreement cannot be amended or modified except in writing, signed by both parties.

14. Failure to Perform

If Provider fails to comply with any terms or conditions of this Agreement or to provide in any manner, the activities or other performance as agreed to herein, the County reserves the right to: (1) temporarily withhold all or any part of payment pending correction of the deficiency; (2) suspend all or part of this Agreement; or (3) prohibit the Provider from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed. Further, any failure to perform as required pursuant to this Agreement may subject the Provider to recoupment as set forth under this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 15 below. The County may also consider performance under this Agreement when considering future awards.

15. Termination

a. *Termination for Cause.* If the Provider fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

i. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;

ii. The Provider has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or

iii. The Provider has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

Following notice to the Provider of the County's intent to terminate this Agreement for cause, and after a reasonable opportunity to cure of not more than 15 calendar days, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Provider of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Allocated Funds held by the Provider are subject to recoupment by the County in accordance with this Agreement. Any costs resulting from obligations incurred by the Provider after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

b. *Termination for Convenience.* The Agreement may be terminated for convenience, in whole or in part, as follows:

i. By the County with the consent of the Provider. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

ii. By the Provider upon submitting written notification to the County. The written notification must set forth the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated. However, in the case of a proposed partial termination, the County may terminate the Agreement and recoup all granted Allocated Funds in their entirety if the County determines that the remaining portion will not accomplish the purpose for which the award was made.

c. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the funding source or is otherwise not available, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Provider or its representative.

16. **Close Out**

a. Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

i. Upon written request by the Provider, the County will make or arrange for payment to the Provider of allowable reimbursable costs not covered by previous payments.

ii. The Provider shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;

iii. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State and Local law are met and all outstanding issues with the Provider have been resolved to the satisfaction of the County.

b. Any unused Allocated Funds in Provider's possession or control shall be immediately returned to the County.

17. Relationship of the Parties; No Joint Venture.

The County and Provider are not partners, fiduciaries or joint venturers, and nothing in this Agreement creates or will create the relation of partners, fiduciaries or joint venturers between them. Without limiting the generality of the foregoing, the parties are each acting independently, are each obligated to separately account for their respective activities and they each expressly disclaim any fiduciary duty to the other. The County is only a funder of the Project; the parties agree that the County does not have any obligation, role or liability arising from the Project, including from the design, location, construction, for future use and maintenance of the Project.

18. Venue and Choice of Law

If either part to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Provider agree that the proper venue for such action is the Kent County Michigan Circuit Court. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Michigan, but as to interpretation and performance.

19. Severability

It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

20. Integrated Document

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me, a notary public, on the ____ day of _____, 202__ by Alan G. Vanderberg and Lisa Posthumus Lyons, who are the County Administrator and the County Clerk, respectively, of the County of Kent, on behalf of the County of Kent.

_____, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

Reviewed and approved as to form:

_____, 2023
County Director of Fiscal Services

_____, 2023
County Corporate Counsel

Exhibits to be attached to this Agreement:

- Exhibit A** – Provider’s Project
- Exhibit B** – Eligible Use of Allocated Funds - General Revenue Loss
- Exhibit C** – Payment Provisions and Schedule
- Exhibit D** - Reporting Requirements

Exhibit A Provider's Project

Organization: City of Wyoming

EIN: 38-6006933

Project Title: Wyoming City Center Bridge and Trail Activation

Description

The Wyoming City Center project is a multi-phased, public-private development that includes public investment in non-motorized infrastructure and private investment in a mixed-use development. The public investment will provide two new pedestrian bridges, 4.6 miles of new trails, and civic space. The private development will offer workforce housing, market rate housing, Class A commercial space, and office space. This project is adjacent to and facilitates the safe crossing of M-11, which is known locally as 28th Street and is a state trunkline highway. The first phase of this project includes a pedestrian bridge that provides passage over 28th Street and 3.1 miles of new non-motorized trails that create a linkage to regional destinations, including north to Grand Rapids and south to Byron Township. To accommodate the bridge and new zero-lot line development pattern, the City is also relocating overhead utility and communication infrastructure underground. This application is limited to the Phase I Public Infrastructure. There are three components to the Wyoming City Center Bridge and Trail Activation project: a pedestrian bridge; non-motorized trails; and burying of utility and communication infrastructure. The overall budget for this phase is \$14,435,654.46. The total Wyoming City Center project (including public and private investment) is estimated at over \$100 million. The City has already engaged a design and engineering firm. Bridge design is complete and construction plans are expected to be completed in Spring 2023. Trail design is 70% complete and construction plans are expected to be completed in Summer 2023. Utility design is complete for the first phase (from Michael Ave. to Burlingame Ave.) and construction is scheduled to begin in Summer 2023.

Evaluation

The City of Wyoming plans to evaluate the performance of the City Center Bridge and Trails project by tracking the use of the newly built infrastructure and how it impacts visitor counts at the City Center site and nearby Pinery Park. As a public infrastructure project connecting a qualified census tract to the amenities and economic opportunities at a nearby priority site seeing significant investment, the City believes that tracking the usage of this public infrastructure is the most direct method of evaluating its benefit to the community. The City proposes the following performance metrics:

- **Count of Users of the Pedestrian Bridge** – The City plans to install a pedestrian counter on the bridge to track its use. Currently, there is no bridge, so the baseline figure is zero. However, the City will be comparing those figures to the pedestrian counts captured by the Grand Valley Metro Council along 28th Street and Michael Avenue in August 2022.

- Count of Visits to City Center Site – At the south end of the bridge, the City plans to track visits to the City Center site using Placer data. In the most recent 12 months, the City Center site attracted approximately 1.6 million visits. The City expects that number to exceed 2.0 million within 24 months of the project’s completion.
- Count of Visits to Pinery Park – At the north end of the bridge, the City plans to track visits to Pinery Park using Placer data. In the most recent 12 months, Pinery Park attracted approximately 200,000 visits. The City expects that number to exceed 225,000 within 24 months of the project’s completion.
- Count of New Businesses Opened at City Center Site – The City’s Department of Community and Economic Development will track the new businesses opened at the City Center site. The expectation is that this site will see significant investment over the next five years and some of that investment is expected to develop around the south end of the bridge.

Timeline

Milestone 1: Utility and communication line work – this includes burying utility infrastructure and installing and burying a communication duct bank along the 28th St ROW between Burlingame Ave. and 28 West Place (Phase 1A.) Construction starts June 2023; Completed September 2023.

Milestone 2: Bridge Construction – Construction starts October 2023; Completed May 2024.

Milestone 3: Phase 1 Trails (includes 3.1 miles of non-motorized trails, wood pedestrian bridge crossing over retention pond in Pinery Park) – Construction starts Summer 2023; Expected completion Spring 2025.

Kent County ARPA Recipient Budget Proposal Expenses for Capital Projects

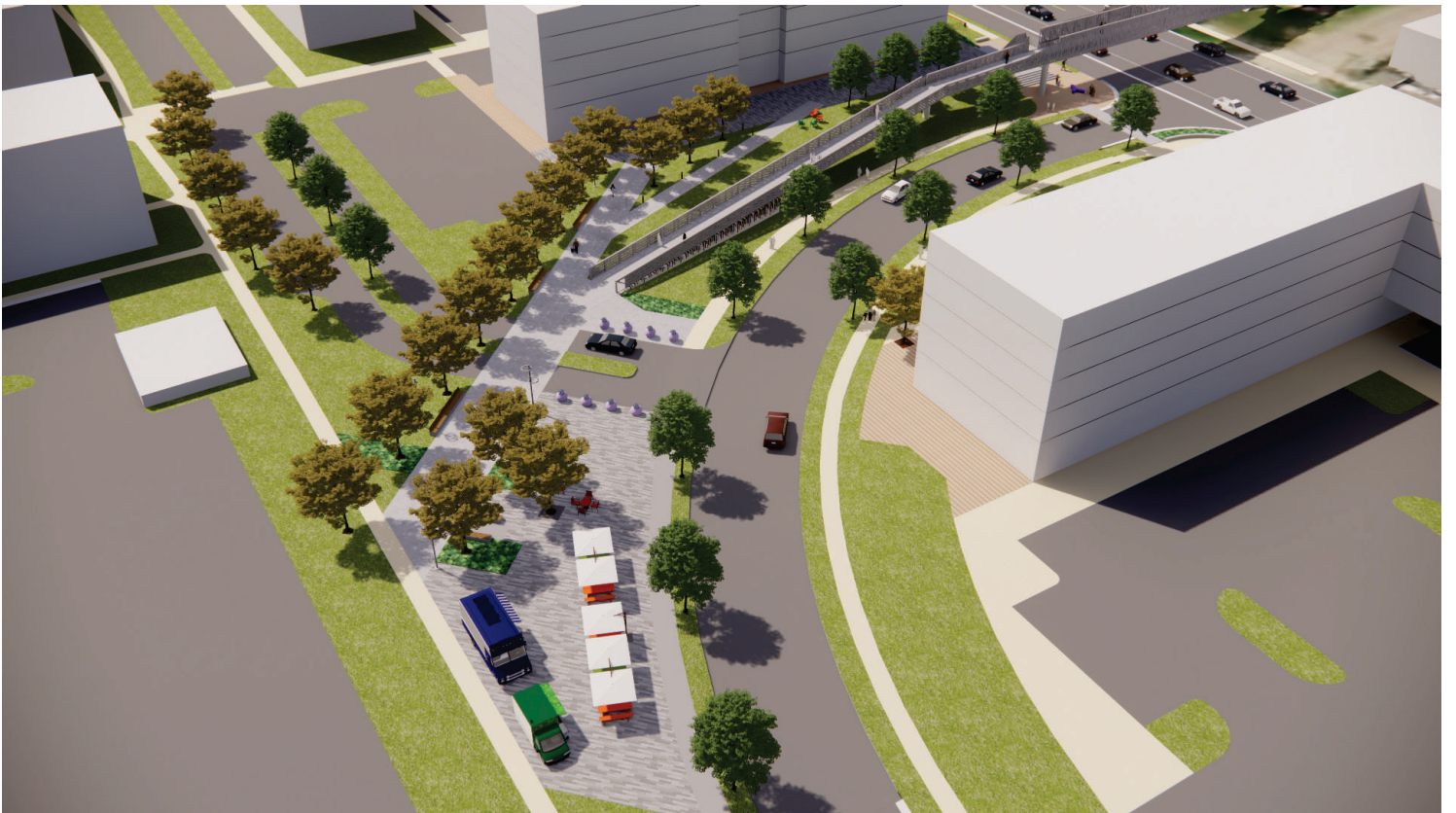
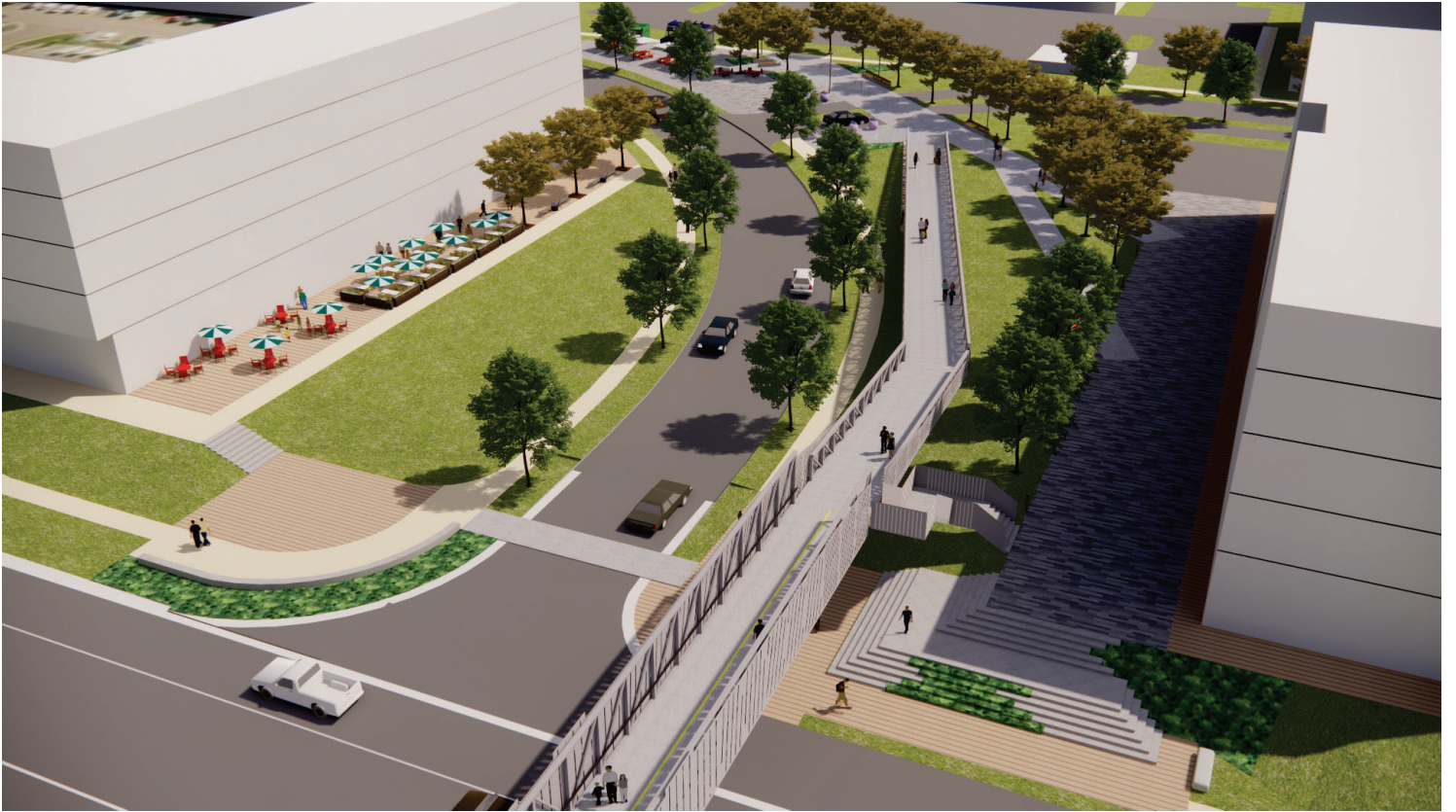
Organization Name: City of Wyoming
 Project Name: Wyoming City Center Bridge and Trail Activation

	Project Activities	Total Budgeted Cost	Allocation of Kent County ARPA Funds	Other Leveraged Funds
Hard Costs - Site	Acquisition	\$ 100,000		\$ 100,000
	Public Infrastructure (roads, sidewalks, utilities, sewage, etc.)	\$ 11,968,655	\$ 6,000,000	\$ 5,968,655
	Site Improvements (walkways, driveways, landscaping, fencing, lights, and drainage)			
	Demolition (Include Lead & Asbestos Abatement)			
	Other Environmental Mitigation			
	Earth Work			
	Site Utilities			
	Other:			
	<i>Consumer's Emery - Utility Relocation</i>			
Hard Costs - Construction	Parking Structures			
	Concrete/Slabs/Foundations			
	Masonry			
	Roofing			
	Façade			
	Caulking			
	Interior & Exterior Doors			
	Glazing (Windows & Glass)			
	Drywall/Acoustical			
	Flooring			
	Rough Carpentry/Framing			
	Finish Carpentry/Cabinets/Casework			
	Painting			
	Plumbing			
	Electrical			
	Fire Protection			
	HVAC			
	Accessory Buildings/Garages			
	Elevators/Special Equipment			
	Security			
	Specialties (Trades not elsewhere classified)			
	Contingency	\$ 1,611,000		\$ 1,611,000
	Other:			
Soft Costs	Builder Overhead/Profit/General Requirements			
	Permits/Tap Fees/Bond/Cost Certification			
	Machinery & Equipment			
	Furniture & Fixtures			
	Architectural & Engineering	\$ 610,000		\$ 610,000
	Environmental Studies/Soil Testing	\$ 146,000		\$ 146,000
	Survey			
	Other:			
Total Budgeted Expenses		\$ 14,435,655	\$ 6,000,000	\$ 8,435,655

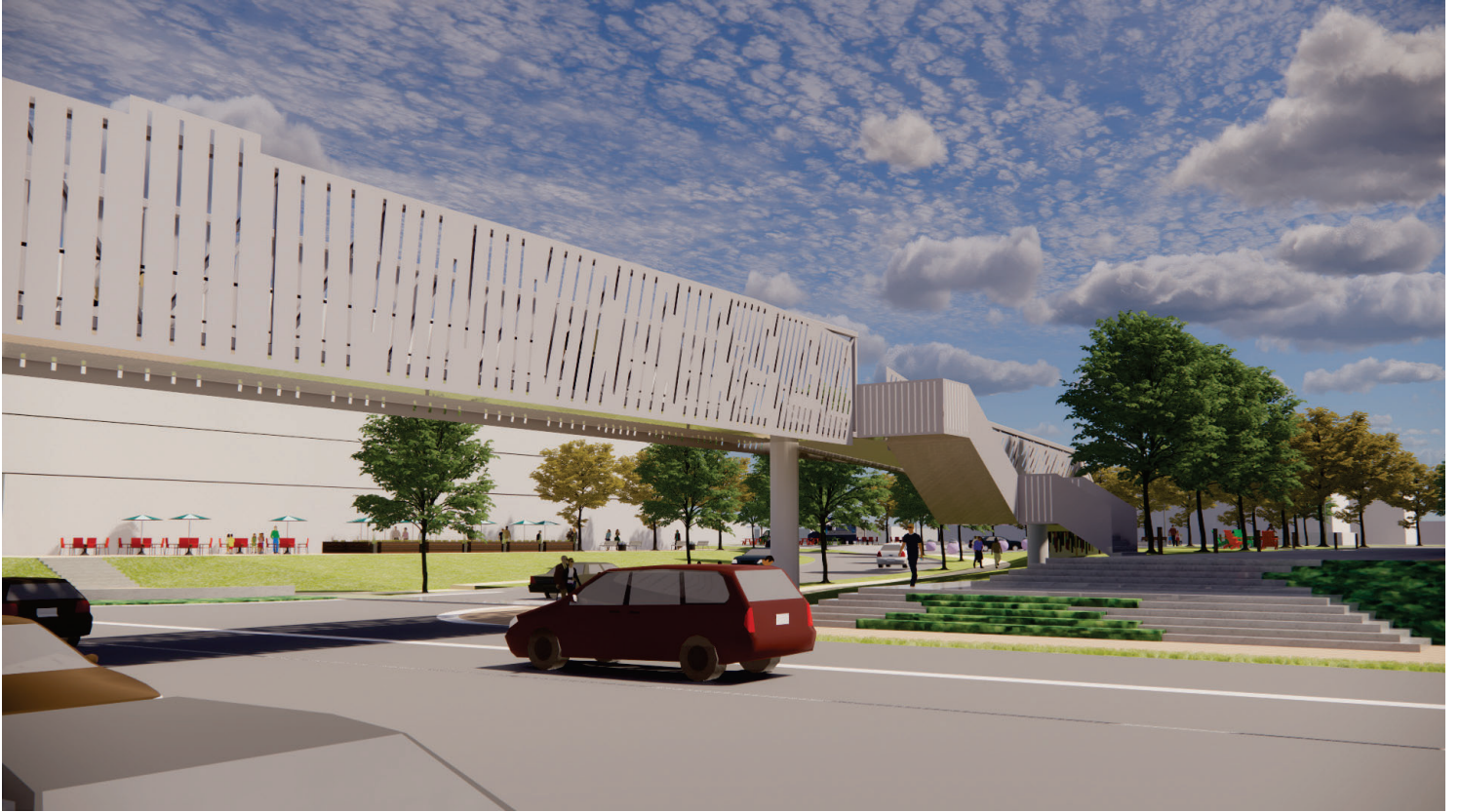
Kent County ARPA Recipient Budget Proposal Funding Sources for Capital Projects

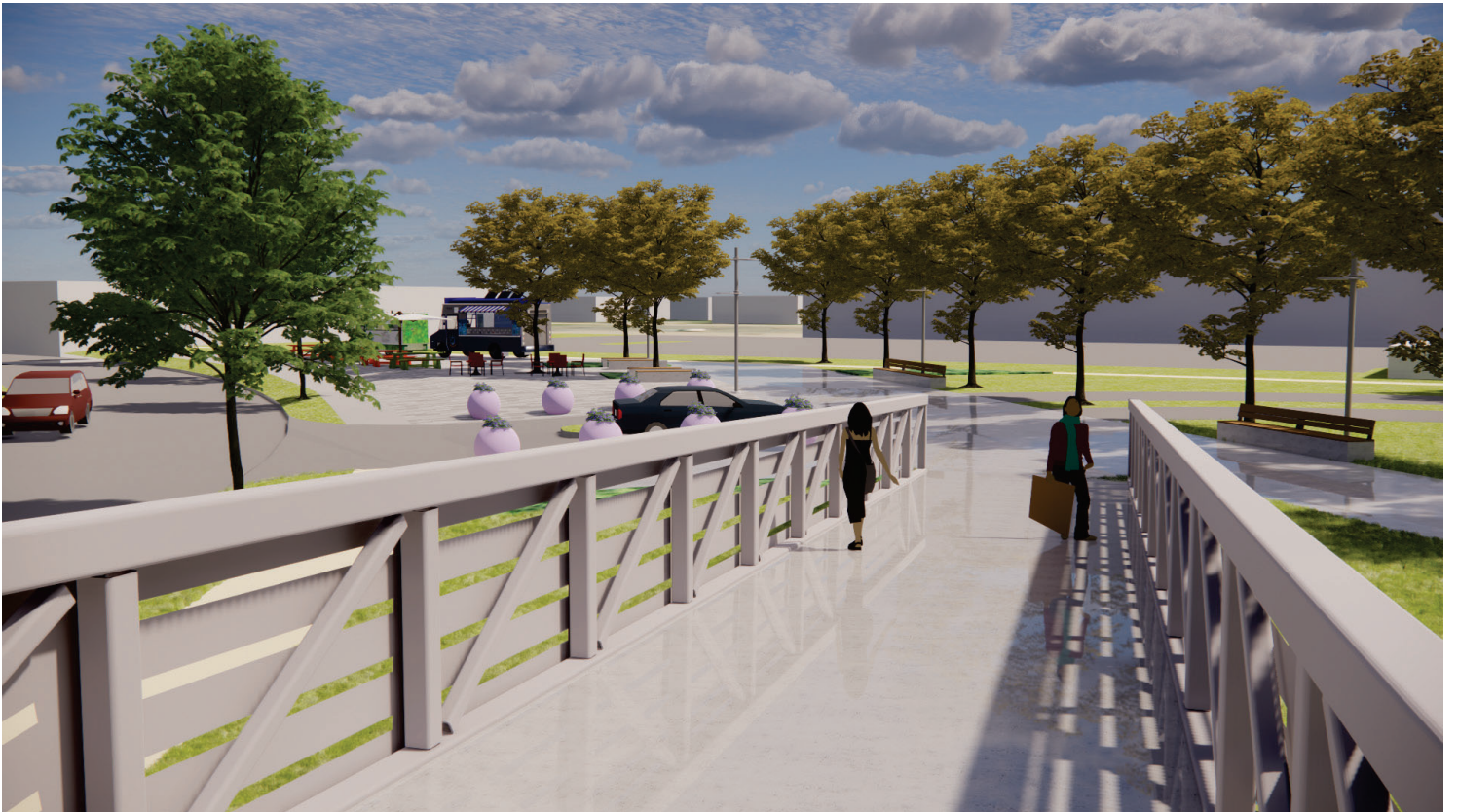
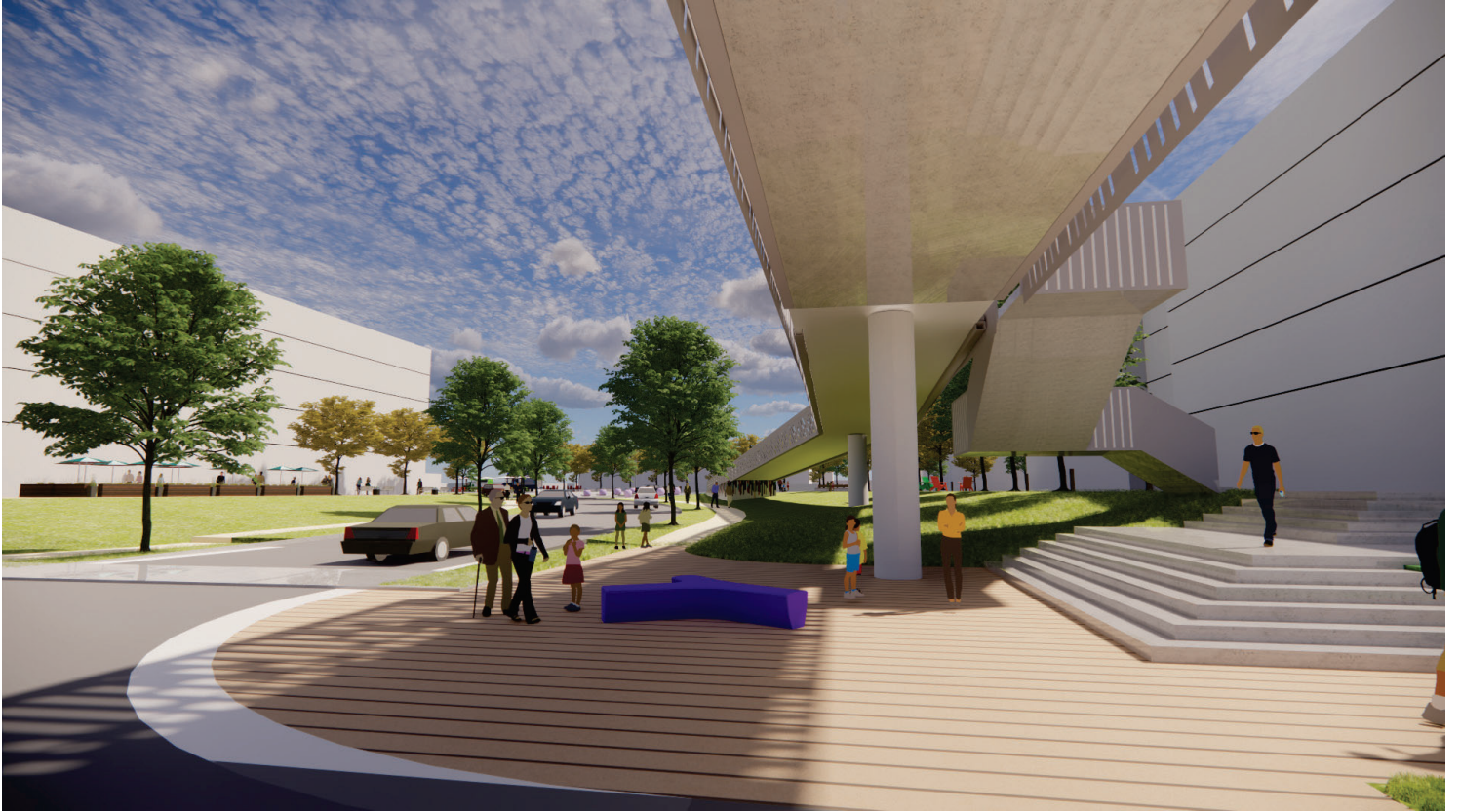
Organization Name City of Wyoming
 Project Name Wyoming City Center Bridge and Trail Activation

Funding Sources	Committed	Pending	Will-Seek	Total
Governmental (Please Itemize)				
City of Wyoming	\$ 10,000,000			\$ 10,000,000
Kent County ARPA Funds	\$ 6,000,000			\$ 6,000,000
				-
				-
				-
				-
				-
				-
				-
				-
Governmental Sub-Total	\$ 16,000,000	\$ -	\$ -	\$ 16,000,000
Foundations (Please Itemize)				
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
Foundations Sub-Total	\$ -	\$ -	\$ -	\$ -
Corporate (Please Itemize)				
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
Foundations Sub-Total	\$ -	\$ -	\$ -	\$ -
Other (Please Itemize)				
RAISE Grant (US Department of Transportation)			\$ 5,000,000	\$ 5,000,000
Reconnecting Communities Pilot Program FY22 (US DOT)			\$ 7,305,000	\$ 7,305,000
				-
				-
				-
				-
				-
				-
				-
Other Sub-Total	\$ -	\$ -	\$ 12,305,000	\$ 12,305,000
Individuals (Enter Aggregate Total)				-
Cash Equity - Owner				-
Land/Building Contribution - Owner				-
Debt				-
Total	\$ 16,000,000	\$ -	\$ 12,305,000	\$ 28,305,000











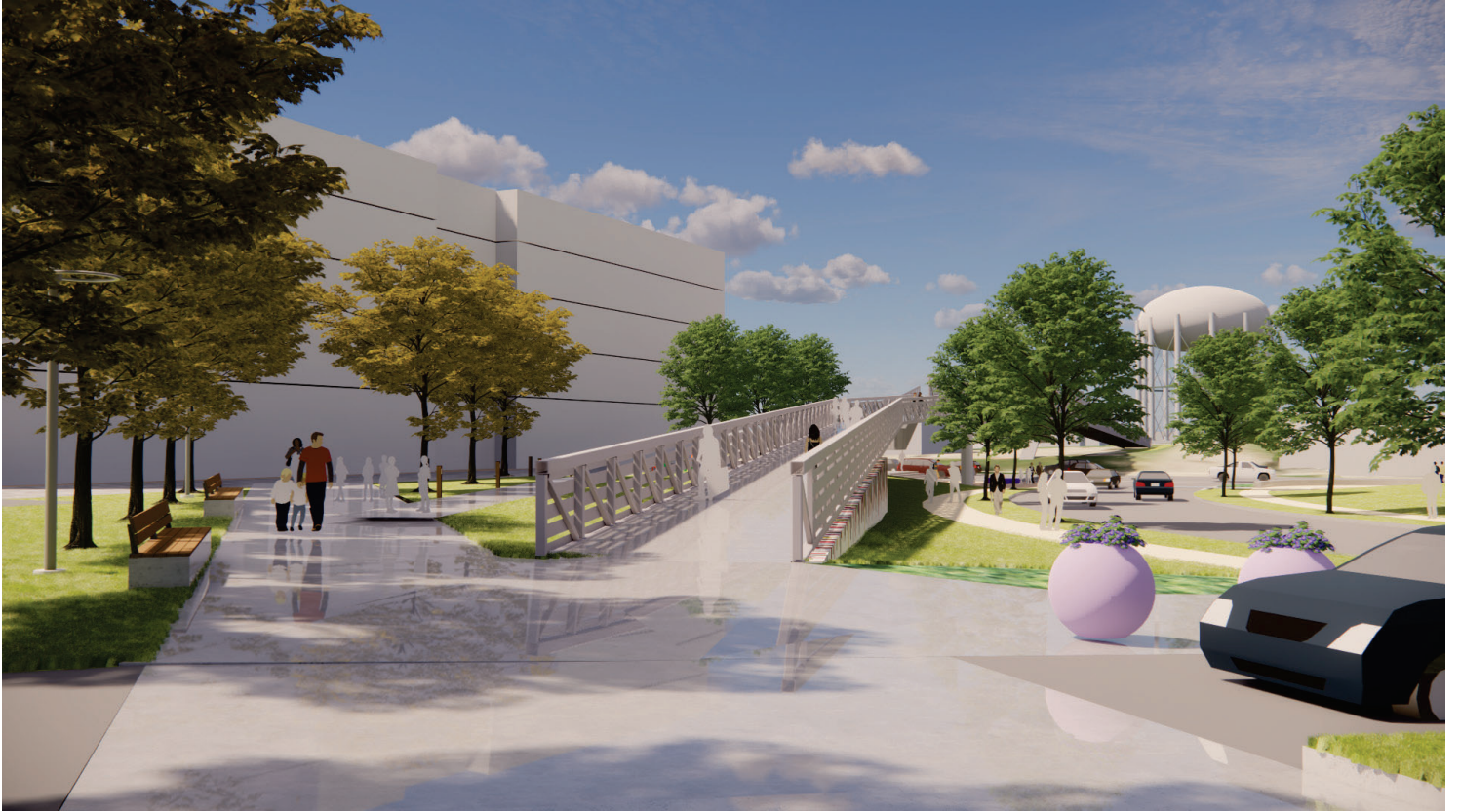


Exhibit B
Eligible Use of Allocated Funds

1. Provider and Project Information

Provider Name:	City of Wyoming
Project:	Wyoming City Center Bridge and Trail Activation
Eligible Use Category:	General Revenue Loss
Amount of Award:	\$6,000,000

2. Eligible use of Allocated Funds

Provider shall use the Allocated Funds for the Project, subject to the following:

- A. Provider may be required to demonstrate that the Project is in accordance with applicable federal and state law and the Agreement.
- B. Provider may use Allocated Funds for planning, design, and associated pre-project costs.
- C. All requirements set forth in the County Resolution, which are incorporated by reference herein.

3. Prohibited Use of Allocated Funds

- A. Provider shall not use Allocated Funds for any of the following purposes:
 - (1) Payment of debt service (principal and interest) on any debt issued by Provider (or on behalf of Provider) prior to, as of, or after the date of this Agreement;
 - (2) Fees or issuance costs associated with the issuance of new debt;
 - (3) Deposit into any pension fund;
 - (4) Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding;
 - (5) Contributions to Provider's rainy-day fund, financial reserves or general fund (or similar funds);
 - (6) Transfer of Allocated Funds to another entity (public or private), except payments by Provider for Project costs in accordance with this Agreement or return of Allocated Funds by the Provider to the County for non-use or recoupment;
 - (7) Acquisition of land or property.
- B. Provider shall not use Allocated Funds for a program, service, or capital expenditure that conflicts with or contravenes the statutory purpose applicable federal or state law or results in the use of funds for a program or service that includes a term or condition that undermines efforts to stop the spread of COVID-19.
- C. Provider shall not use Allocated Funds in violation of conflict-of-interest requirements under applicable Federal and State law or County policies, including self-dealing or violation of ethics rules.

Exhibit C
Payment Provisions and Schedule for Use of Allocated Funds

1. Provider and Project Information

Provider Name:	City of Wyoming
Project:	Wyoming City Center Bridge and Trail Activation
Eligible Use Category:	General Revenue Loss
Amount of Award:	\$6,000,000

2. Payment Provisions

Capital payments can be distributed through one of two options:

- Option 1: The capital work can be completed, the Provider can pay the invoices, and the Provider can submit the invoices and proof of payment for reimbursement to the County.
- Option 2: The capital work can be completed, then the Provider can submit the invoice to the County for direct payment by the County to the contractor(s).

Under both options, the Provider will need to submit the financial report included in Exhibit D with updated accounting for each budget category.

Payments requested under either option can be submitted to the County (submit to kentcountyadministrator@kentcountymi.gov) no more frequently than bi-monthly. The Kent County Project Manager, along with Fiscal Services will review the requests for completeness and accuracy. Reimbursements will be made within 15 days after verification of appropriateness.

If organizations plan to utilize Option 2, contractors will need to register as a vendor with Kent County. Contractors can complete the registration process online at: <https://www.accesskent.com/VendorRegistry/startupAction.action>.

Exhibit D
Provider Reporting Requirements

I. Reporting Guidance

Provider shall provide the County with the information detailed in this exhibit. The County reserves the right to modify the information, forms and formats required with sufficient notice to enable Provider to comply with such requirements. Reports must be submitted by each deadline (see Section II) electronically to kentcountyadministrator@kentcountymi.gov.

II. Deadlines for Submission

Year	Quarter	Period Covered	Due Date
2023	2	April 1 – June 30	July 15, 2023
	3	July 1 – September 30	October 15, 2023
	4	October 1 – December 31	January 15, 2024
2024	1	January 1 – March 31	April 15, 2024
	2	April 1 – June 30	July 15, 2024
	3	July 1 – September 30	October 15, 2024
	4	October 1 – December 31	January 15, 2025
2025	1	January 1 – March 31	April 15, 2025
	2	April 1 – June 30	July 15, 2025
	3	July 1 – September 30	October 15, 2025
	4	October 1 – December 31	January 15, 2026
2026	1	January 1 – March 31	April 15, 2026
	2	April 1 – June 30	July 15, 2026
	3	July 1 – September 30	October 15, 2026
	<i>Final</i>	<i>October 1 – December 31</i>	<i>February 15, 2027</i>

III. Reporting Format

Organization Information

Date:

Organization:

Contact Person:

Contact Phone Number:

Contact Email Address:

Reporting Period:

2023: Q1 Q2 Q3 Q4

2024: Q1 Q2 Q3 Q4

2025: Q1 Q2 Q3 Q4

2026: Q1 Q2 Q3

Final:

Quarterly Report

1. Describe the activities completed during the reporting period.
2. Is the project/program meeting the schedule and milestones included in the funding agreement? If not, please describe the factors impacting the schedule.
3. If applicable, describe how the project/program has changed from the scope included in the funding agreement.
4. Complete the attached financial reporting form along with copies of invoices for which payment is being requested (required) and proof of payment (required if requesting reimbursement).
5. Please attach any materials that demonstrate program/project progress, completion, and/or impact (e.g., photos of completed work, program evaluations, testimonials, etc.).

Final Report

1. Provide an overview of what was accomplished with the funding provided by Kent County. Please reference the key performance indicators that were included in the funding agreement.
2. Describe how the project/program has impacted the population you serve.
3. Describe what transpired during the course of the project/program that differed from what you anticipated?
4. Describe what you learned from your pursuit of the objectives that you established, specifically related to your target populations, your community, and your organization. Explain how the lessons learned from this grant affect your future work or the work of other organizations.
5. Complete the attached financial reporting form along with copies of invoices for which payment is being requested (required) and proof of payment (required if requesting reimbursement).
6. Please attach any materials that demonstrate program/project progress, completion, and/or impact (e.g., photos of completed work, program evaluations, testimonials, etc.).

Kent County Project Funding Financial Reporting Form

Organization Name: City of Wyoming
 Project Name: Wyoming City Center Bridge and Trail Activation

					Public Infrastructure (roads, sidewalks, utilities, sewage, etc.)	Pay Vendor/Contractor Directly? (Yes/No)
<i>Approved Budget Items</i>					\$ 6,000,000	
Date Work Commenced	Vendor/Contractor	Invoice #	Date Invoice Paid	Check Number		
Total					\$ -	
Budget Remaining					\$ 6,000,000	

The undersigned provider project manager certifies that to the best of his/her knowledge, information, and belief, the work covered by this application for payment has been completed in accordance with the contract documents. The undersigned further certifies that all amounts previously paid have been used to pay outstanding eligible expenses associated with this Project and that all accounts are current and no

Date _____
 By _____
 Its _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR THE
PURCHASE OF A FIRE ENGINE AND ASSOCIATED EQUIPMENT,
APPROVE A BUDGET AMENDMENT, AND AUTHORIZE EXECUTION OF A CONTRACT

WHEREAS:

1. It is recommended City Council accept a proposal for the purchase of a fire engine from Halt Fire, Inc. (Pierce Manufacturing) in the amount of \$708,691.00 using Sourcewell contract pricing.
2. As detailed in the attached staff report, it is further recommended City Council authorize the purchase of associated equipment from various vendors in the estimated amount of \$35,000.00.
3. A budget amendment is required for this purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Halt Fire, Inc. (Pierce Manufacturing) for the purchase of a fire engine in the amount of \$708,691.00.
2. The City Council authorizes the purchase of associated equipment in the estimated amount of \$35,000.00.
3. The City Council approves the attached budget amendment.
4. The City Council authorizes the Mayor and City Clerk to execute a contract for the purchase after the City Attorney reviews and approves.
5. The City Council does hereby waive the provisions of 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 3, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Proposal

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

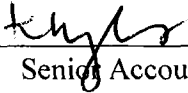
Date: April 3, 2023

Budget Amendment No. 064

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$743,691 of budgetary authority to provide the necessary funds for the purchase of a fire engine and associated equipment.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Motor Pool - Depreciation & Reserve Fund</u>				
Public Works - Capital Outlay Depr & Resr - Capital Outlay Vehicles				
662-441-58500-985.000	\$ 1,911,305.00	\$ 743,691.00		\$ 2,654,996.00
Fund Balance/Working Capital (Fund 662)		<u>\$ -</u>	<u>\$ 743,691.00</u>	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: March 28, 2023
Subject: Fire Engine and Associated Equipment
From: Deputy Public Safety Chief – Kip Snyder
Meeting Date: April 3, 2023

RECOMMENDATION:

It is recommended City Council accept a proposal from Halt Fire, Inc. (Pierce Manufacturing) for the purchase of a fire engine in the amount of \$708,691.00. It is further recommended City Council authorize the purchase of associated equipment from various vendors in the estimated amount of \$35,000.

COMMUNITY, SAFETY, STEWARDSHIP:

The Pierce apparatus is preferred and recommended for the following reason:

- They currently have a Saber Custom Chassis Pumper in line for production that meets our needs.
- Pierce products have a history of dependability/reliability with our City Motor Pool.
- One of our current motor pool mechanics attended training in Wisconsin for one week a month for four months to become a certified Pierce technician.
- Proposal allows for some custom options.
- Purchasing this engine avoids a significant cost increase (approximately \$100k) that would result from new EPA emission requirements.
- Sixty-three percent of our current fleet are manufactured by Pierce.
- Standardization and consistency in equipment/apparatus contributes to firefighter safety and more efficient service delivery to our community.
- Turnaround time for this specific engine from purchase order to delivery is approximately 17-20 months compared to 38-41 months for a fully custom order.
- Earlier delivery option will allow significant savings in wear in tear and extend the life of our already overstretched fire fleet.
- The purchase of this engine will contribute toward the assurance that our fire response vehicles continue to be readily available to provide medical, fire, and rescue services throughout the Wyoming community and provide much needed redundancy and depth in the Fire's response capabilities.
- Sourcewell is a national purchasing cooperative with thousands of participating entities including public government, higher education, K-12 education, nonprofit, tribal

government, and other public agencies across the United States and Canada. The City of Wyoming is a Sourcewell member. Wyoming Public Works makes approximately 50% of its large equipment/higher cost purchases from this source without utilizing the bid process. Pierce Manufacturing is a highly rated vender for Sourcewell and would allow for an accelerated purchase of this engine.

DISCUSSION:

The Fire Services Bureau is faced with a situation that warrants us to move immediately toward starting the process for the purchase of a replacement engine. Part of the immediacy is that even if an engine has started the construction process, it is still at least 12 months away from delivery. The current fleet situation may be exacerbated by continued use of other aging apparatus.

If approved, the new engine will be a replacement engine for the existing Engine 5. Engine 5 no longer has the capacity to function as a front-line engine due to space concerns. There is a current interested buyer for this apparatus and the plan is to sell it. The new engine would be utilized as the first line apparatus for the 36th Street Station. Engine 1 (current first line engine for the 36th Street Station) would then be rotated to replace Engine 5 as the first line engine for the DTE personnel at the Burton Street Station.

The current first line engine (Engine 1) has 82,000 miles and 6,800 hours with an equivalency of an engine with 408,000 miles. This engine also has 19 years left on its amortization but is already experiencing significant maintenance issues due its increased use/demand from high call volume due to mechanical issues on other engines.

Engine 3 is having significant mechanical issues and Engine 4 is having general maintenance issues. Up to this point we have been unable to get these needs addressed due to other apparatus issues taking precedence.

For this new engine to be fully prepared for service, the purchase of associated equipment is required and is estimated to cost up to \$35,000. This equipment will be purchased from various vendors/sources and quotes will be provided as required. Some of these items include a Lucas CPR machine, water rescue suits, various tools, chain saw, ladders, nozzles, etc.

If this purchase is approved, the City Attorney will work with the Department of Public Safety and Halt Fire, Inc. (Pierce Manufacturing) to draft a contract that is agreeable to the City.

BUDGET IMPACT

Sufficient funds exist in the Motor Pool Capital Outlay account number 662-441-58500-985.000 pending approval of a budget amendment.

Attachments:

Proposal

Budget Amendment

PROPOSAL FOR FURNISHING FIRE APPARATUS

March 24, 2023

Kip Snyder
Deputy Public Safety Chief
City of Wyoming Fire Department
1250 36th Street
Wyoming, MI 49509

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus, and equipment herein named and for the following prices:

One (1) Pierce Mfg. Saber custom chassis pumper per the enclosed files	\$688,691.00
Add Contingency fund	\$20,000.00
<u>Total due at time of order submission</u>	<u>\$708,691.00</u>

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 17 to 20 months after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at Wyoming, Michigan

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

PIERCE MANUFACTURING, INC.

By: Ted Lilley & Todd Lincoln
Ted Lilley & Todd Lincoln



RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR THE
2023 WYOMING RESURFACING PROGRAM AND TO AUTHORIZE
THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. On March 21, 2023, the City received three (3) bids for the 2023 Wyoming Resurfacing Program with Rieth-Riley Construction Co., Inc., submitting the low bid of \$2,676,765.24.
2. The bid is \$571,307.21 or 17.6% below the Engineer's Estimate and is in the best interest of the City to perform the aforementioned work.
3. The costs for this project can be financed out of the Major Streets Fund, Local Streets Fund and Kelloggsville Park Capital Outlay, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the 2023 Wyoming Resurfacing Program to Rieth-Riley Construction Co., Inc., in the amount of \$2,676,765.24 and approves the attached budget amendment.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 3, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Bid Comparison

Contract Form

Map

CITY OF WYOMING BUDGET AMENDMENT

Date: April 3, 2023

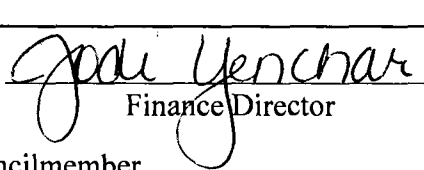
Budget Amendment No. 063

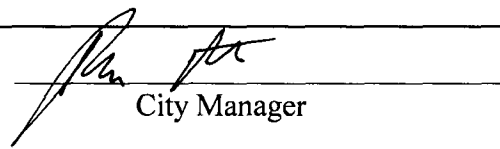
To the Wyoming City Council:

A net neutral budget amendment is requested to authorize the transfer of funds from the Major Streets Fund to the Local Streets Fund to provide the necessary funds to accommodate the 2023 Local Street Resurfacing Project.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Local Streets Fund</u>				
Transfer from Major Streets				
203-699.002	\$ 150,000.00	\$ 1,770,000.00		\$ 1,920,000.00
Public Works - Street Maintenance - Capital Outlay Street Resurfacing				
203-441-46300-972.510	\$ 873,003.00	\$ 1,770,000.00		\$ 2,643,003.00
Fund Balance/Working Capital (Fund 203)		0.00	0.00	
<u>Major Streets Fund</u>				
Public Works - Transfers to Local Streets				
202-441-48400-999.002	\$ 150,000.00	\$ 1,770,000.00		\$ 1,920,000.00
Major Streets - Public Works - Street Maintenance - Capital Outlay Street Resurfacing				
202-441-46300-972.510	\$ 4,206,282.00		\$ 1,770,000.00	\$ 2,436,282.00
Fund Balance/Working Capital (Fund 202)		1,770,000	0.00	

Recommended:


 Finance Director


 City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

 City Clerk

STAFF REPORT

Date: March 27, 2022
Subject: 2023 Wyoming Resurfacing Program – Award of Bid
From: Jeffrey Oonk, Senior Civil Engineer
Cc: Krashawn Martin, Direct of Parks and Recreation
Meeting Date: April 3, 2023

RECOMMENDATION:

It is recommended City Council award the 2023 Wyoming Resurfacing Program to Rieth-Riley Construction Co., Inc., in the amount of \$2,676,765.24.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

Part of the City of Wyoming’s annual major maintenance of streets includes rotomilling and resurfacing asphalt pavement. The 2023 Wyoming Resurfacing Program includes locations throughout the City as shown on the attached map. These streets are currently in need of repair to extend the life of the pavement section. Additionally, this project award provides for repaving of the Kelloggsville Park secondary parking lot.

On March 21, 2023, the City received three (3) bids for the 2023 Wyoming Resurfacing Program with Rieth-Riley Construction Co., Inc., submitting the low bid of \$2,676,765.24. The bid is \$571,307.21 or 17.6% below the Engineer’s Estimate.

BUDGET IMPACT:

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

Resurfacing Contract	\$2,676,765.24
Engineering & Contingencies	<u>273,234.76</u>
Project Cost	\$2,950,000.00
Local Streets Fund	\$1,770,000.00
Major Streets Fund	1,150,000.00
Kelloggsville Park Capital Outlay	<u>30,000.00</u>
Total Project Funding	\$2,950,000.00

Bid Comparison

Contract ID: 2023.02
Description: 2023 Resurfacing Areawide
Location: Areawide Resurfacing
Projects(s): 2023.02

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$3,248,072.45	21.34%	0.00%
1	(_21) Rieth-Riley Construction	\$2,676,765.24	0.00%	-17.58%
2	(_23) Michigan Paving & Materials Co.	\$2,689,788.34	0.48%	-17.18%
3	(07743) Epic Excavating, Inc.	\$3,126,533.17	16.80%	-3.74%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Rieth-Riley Construction		(2) Michigan Paving & Materials Co.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000 MOBILIZATION	1	LSUM	\$100,000.00	\$100,000.00	\$85,000.00	\$85,000.00	\$50,000.00	\$50,000.00
0002	1008 REMOVE CURB AND GUTTER	5,390	Ft	\$12.50	\$67,375.00	\$10.00	\$53,900.00	\$10.00	\$53,900.00
0003	1035 REMOVE SIDEWALK	1,679	Syd	\$12.50	\$20,987.50	\$15.00	\$25,185.00	\$15.00	\$25,185.00

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Rieth-Riley Construction		(2) Michigan Paving & Materials Co.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0004	1045 REMOVE PAVEMENT	1,331	Syd	\$12.50	\$16,637.50	\$5.00	\$6,655.00	\$5.00	\$6,655.00
0005	1142 REMOVE EX COVER AND CASTINGS	198	Ea	\$150.00	\$29,700.00	\$200.00	\$39,600.00	\$200.00	\$39,600.00
0006	1208 COLD MILL - 2"	9,030	Syd	\$2.10	\$18,963.00	\$0.78	\$7,043.40	\$1.20	\$10,836.00
0007	1212 COLD MILL - 3"	995	Syd	\$2.10	\$2,089.50	\$2.34	\$2,328.30	\$1.52	\$1,512.40
0008	1216 COLD MILL - 3.5"	91,257	Syd	\$3.00	\$273,771.00	\$0.67	\$61,142.19	\$1.05	\$95,819.85
0009	4029 CATCH BASIN COVER - DOUBLE - ADA	2	Ea	\$1,250.00	\$2,500.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
0010	4030 CATCH BASIN COVER - ADA	6	Ea	\$850.00	\$5,100.00	\$1,500.00	\$9,000.00	\$1,500.00	\$9,000.00
0011	4031 COVER AND CASTING	191	Ea	\$570.00	\$108,870.00	\$725.00	\$138,475.00	\$725.00	\$138,475.00
0012	4032 CATCH BASIN COVER AND CASTING	2	Ea	\$770.00	\$1,540.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
0013	4033 CATCH BASIN COVER AND CASTING - DOUBLE	3	Ea	\$850.00	\$2,550.00	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00
0014	5065 ADJUST EX VALVE BOX	24	Ea	\$540.00	\$12,960.00	\$250.00	\$6,000.00	\$250.00	\$6,000.00
0015	5067 NEW VALVE BOX, TOP ONLY	16	Ea	\$150.00	\$2,400.00	\$200.00	\$3,200.00	\$200.00	\$3,200.00
0016	6105 MISCELLANEOUS GRAVEL	5	Cyd	\$50.00	\$250.00	\$100.00	\$500.00	\$100.00	\$500.00
0017	6110 SIDEWALK GRADING	60	Ft	\$7.25	\$435.00	\$75.00	\$4,500.00	\$75.00	\$4,500.00
0018	6210 SIDEWALK RAMP, 4"	12,194	Sft	\$5.00	\$60,970.00	\$5.25	\$64,018.50	\$5.25	\$64,018.50
0019	6217 DETECTABLE WARNING PLATES	554	Ft	\$75.00	\$41,550.00	\$80.00	\$44,320.00	\$80.00	\$44,320.00

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Rieth-Riley Construction		(2) Michigan Paving & Materials Co.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0020	6230	100	Ft	\$16.00	\$1,600.00	\$22.00	\$2,200.00	\$22.00	\$2,200.00
	CONCRETE ISLAND CURB AND GUTTER, 18"								
0021	6240	3,740	Ft	\$20.45	\$76,483.00	\$19.00	\$71,060.00	\$19.00	\$71,060.00
	CONCRETE CURB AND GUTTER, 30"								
0022	6241	1,520	Ft	\$22.00	\$33,440.00	\$24.00	\$36,480.00	\$24.00	\$36,480.00
	CONCRETE CURB AND GUTTER, 30", ROLLED								
0023	6270	3,833	Sft	\$3.85	\$14,757.05	\$3.65	\$13,990.45	\$3.65	\$13,990.45
	CONCRETE SIDEWALK, 4"								
0024	6280	448	Syd	\$39.00	\$17,472.00	\$36.00	\$16,128.00	\$36.00	\$16,128.00
	CONCRETE PAVEMENT NON REINFORCED, 4"								
0025	6284	150	Syd	\$60.00	\$9,000.00	\$65.00	\$9,750.00	\$65.00	\$9,750.00
	CONCRETE PAVEMENT NON REINFORCED, 8"								
0026	6295	194	Ea	\$500.00	\$97,000.00	\$300.00	\$58,200.00	\$300.00	\$58,200.00
	ADJUST CASTINGS								
0027	6296	3	Ea	\$565.00	\$1,695.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00
	REBUILD DRAINAGE STRUCTURE								
0028	6297	9	Ea	\$500.00	\$4,500.00	\$200.00	\$1,800.00	\$200.00	\$1,800.00
	REPAIR EX DRAINAGE STRUCTURE								
0029	6305	172	Ton	\$200.00	\$34,400.00	\$160.00	\$27,520.00	\$184.81	\$31,787.32
	HAND PATCHING								
0030	6347	12,054	Ton	\$85.00	\$1,024,590.00	\$74.00	\$891,996.00	\$73.75	\$888,982.50
	HMA MIXTURE - 4EML								
0031	6348	9,803	Ton	\$95.00	\$931,285.00	\$75.40	\$739,146.20	\$79.80	\$782,279.40
	HMA MIXTURE - 5EML								
0032	6380	98	Ton	\$77.55	\$7,599.90	\$115.00	\$11,270.00	\$113.34	\$11,107.32
	HMA MIXTURE - 13A								
0033	6382	95	Ton	\$100.00	\$9,500.00	\$125.00	\$11,875.00	\$121.52	\$11,544.40
	HMA MIXTURE - 36A								
0034	6430	219	Ft	\$15.00	\$3,285.00	\$25.00	\$5,475.00	\$25.00	\$5,475.00
	PAVT MRKG, INLAID COLD PLASTIC, 24" CROSSWALK								
0035	6431	257	Ft	\$15.00	\$3,855.00	\$25.00	\$6,425.00	\$25.00	\$6,425.00
	PAVT MRKG, INLAID COLD PLASTIC, 24" STOP BAR								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Rieth-Riley Construction		(2) Michigan Paving & Materials Co.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0036	6441	6	Ea	\$100.00	\$600.00	\$300.00	\$1,800.00	\$300.00	\$1,800.00
	PAVT MRKG, INLAID COLD PLASTIC, LEFT TURN ARROW								
0037	6450	2	Ea	\$125.00	\$250.00	\$300.00	\$600.00	\$300.00	\$600.00
	PAVT MRKG, INLAID COLD PLASTIC, BIKE SYMBOL								
0038	6451	2	Ea	\$125.00	\$250.00	\$300.00	\$600.00	\$300.00	\$600.00
	PAVT MRKG, INLAID COLD PLASTIC, BIKE ARROW								
0039	6590	19,016	Ft	\$1.00	\$19,016.00	\$0.10	\$1,901.60	\$0.10	\$1,901.60
	PAVT MRKG, WATERBORNE, 4" WHITE								
0040	6592	22,706	Ft	\$1.00	\$22,706.00	\$0.10	\$2,270.60	\$0.10	\$2,270.60
	PAVT MRKG, WATERBORNE, 4" YELLOW								
0041	7005	5,620	Syd	\$10.00	\$56,200.00	\$6.00	\$33,720.00	\$6.00	\$33,720.00
	TOP SOIL 4" SCREENED								
0042	7015	5,620	Syd	\$2.00	\$11,240.00	\$2.00	\$11,240.00	\$2.00	\$11,240.00
	CLASS A SEED HYDRO-MULCH								
0043	8000	1	LSUM	\$20,000.00	\$20,000.00	\$43,900.00	\$43,900.00	\$23,400.00	\$23,400.00
	FLAG CONTROL								
0044	8010	1	LSUM	\$50,000.00	\$50,000.00	\$82,000.00	\$82,000.00	\$68,975.00	\$68,975.00
	MINOR TRAFFIC CONTROL DEVICES								
0045	8115	250	Ea	\$25.00	\$6,250.00	\$24.00	\$6,000.00	\$24.00	\$6,000.00
	42 INCH CHANNELIZING DEVICE - FURNISHED								
0046	8116	250	Ea	\$1.00	\$250.00	\$1.00	\$250.00	\$1.00	\$250.00
	42 INCH CHANNELIZING DEVICE - OPERATED								
0047	8120	4	Ea	\$500.00	\$2,000.00	\$950.00	\$3,800.00	\$950.00	\$3,800.00
	LIGHTED ARROW TYPE A - FURNISHED								
0048	8121	4	Ea	\$50.00	\$200.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00
	LIGHTED ARROW TYPE A - OPERATED								
0049	8122	4	Ea	\$4,500.00	\$18,000.00	\$4,750.00	\$19,000.00	\$4,750.00	\$19,000.00
	MESSAGE BOARD - FURNISHED								
0050	8123	4	Ea	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00
	MESSAGE BOARD - OPERATED								
Bid Totals:				\$3,248,072.45		\$2,676,765.24		\$2,689,788.34	

Line	Pay Item Code	Quantity	Units	(3) Epic Excavating, Inc. Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000 MOBILIZATION	1	LSUM	\$150,000.00	\$150,000.00		\$0.00		\$0.00
0002	1008 REMOVE CURB AND GUTTER	5,390	Ft	\$10.00	\$53,900.00		\$0.00		\$0.00
0003	1035 REMOVE SIDEWALK	1,679	Syd	\$36.00	\$60,444.00		\$0.00		\$0.00
0004	1045 REMOVE PAVEMENT	1,331	Syd	\$9.00	\$11,979.00		\$0.00		\$0.00
0005	1142 REMOVE EX COVER AND CASTINGS	198	Ea	\$275.00	\$54,450.00		\$0.00		\$0.00
0006	1208 COLD MILL - 2"	9,030	Syd	\$0.78	\$7,043.40		\$0.00		\$0.00
0007	1212 COLD MILL - 3"	995	Syd	\$0.89	\$885.55		\$0.00		\$0.00
0008	1216 COLD MILL - 3.5"	91,257	Syd	\$0.99	\$90,344.43		\$0.00		\$0.00
0009	4029 CATCH BASIN COVER - DOUBLE - ADA	2	Ea	\$1,525.00	\$3,050.00		\$0.00		\$0.00
0010	4030 CATCH BASIN COVER - ADA	6	Ea	\$1,525.00	\$9,150.00		\$0.00		\$0.00
0011	4031 COVER AND CASTING	191	Ea	\$840.00	\$160,440.00		\$0.00		\$0.00
0012	4032 CATCH BASIN COVER AND CASTING	2	Ea	\$1,070.00	\$2,140.00		\$0.00		\$0.00
0013	4033 CATCH BASIN COVER AND CASTING - DOUBLE	3	Ea	\$1,247.00	\$3,741.00		\$0.00		\$0.00
0014	5065 ADJUST EX VALVE BOX	24	Ea	\$200.00	\$4,800.00		\$0.00		\$0.00
0015	5067 NEW VALVE BOX, TOP ONLY	16	Ea	\$400.00	\$6,400.00		\$0.00		\$0.00
0016	6105 MISCELLANEOUS GRAVEL	5	Cyd	\$200.00	\$1,000.00		\$0.00		\$0.00

Line	Pay Item Code	Quantity	Units	(3) Epic Excavating, Inc.					
Description				Bid Price	Total	Bid Price	Total	Bid Price	Total
0017	6110	60	Ft	\$20.00	\$1,200.00		\$0.00		\$0.00
SIDEWALK GRADING									
0018	6210	12,194	Sft	\$7.25	\$88,406.50		\$0.00		\$0.00
SIDEWALK RAMP, 4"									
0019	6217	554	Ft	\$89.00	\$49,306.00		\$0.00		\$0.00
DETECTABLE WARNING PLATES									
0020	6230	100	Ft	\$28.00	\$2,800.00		\$0.00		\$0.00
CONCRETE ISLAND CURB AND GUTTER, 18"									
0021	6240	3,740	Ft	\$25.00	\$93,500.00		\$0.00		\$0.00
CONCRETE CURB AND GUTTER, 30"									
0022	6241	1,520	Ft	\$29.00	\$44,080.00		\$0.00		\$0.00
CONCRETE CURB AND GUTTER, 30", ROLLED									
0023	6270	3,833	Sft	\$5.65	\$21,656.45		\$0.00		\$0.00
CONCRETE SIDEWALK, 4"									
0024	6280	448	Syd	\$40.00	\$17,920.00		\$0.00		\$0.00
CONCRETE PAVEMENT NON REINFORCED, 4"									
0025	6284	150	Syd	\$70.00	\$10,500.00		\$0.00		\$0.00
CONCRETE PAVEMENT NON REINFORCED, 8"									
0026	6295	194	Ea	\$450.00	\$87,300.00		\$0.00		\$0.00
ADJUST CASTINGS									
0027	6296	3	Ea	\$750.00	\$2,250.00		\$0.00		\$0.00
REBUILD DRAINAGE STRUCTURE									
0028	6297	9	Ea	\$500.00	\$4,500.00		\$0.00		\$0.00
REPAIR EX DRAINAGE STRUCTURE									
0029	6305	172	Ton	\$160.00	\$27,520.00		\$0.00		\$0.00
HAND PATCHING									
0030	6347	12,054	Ton	\$82.30	\$992,044.20		\$0.00		\$0.00
HMA MIXTURE - 4EML									
0031	6348	9,803	Ton	\$84.60	\$829,333.80		\$0.00		\$0.00
HMA MIXTURE - 5EML									
0032	6380	98	Ton	\$80.60	\$7,898.80		\$0.00		\$0.00
HMA MIXTURE - 13A									

Line	Pay Item Code	Quantity	Units	(3) Epic Excavating, Inc.					
Description				Bid Price	Total	Bid Price	Total	Bid Price	Total
0033	6382	95	Ton	\$81.80	\$7,771.00		\$0.00		\$0.00
	HMA MIXTURE - 36A								
0034	6430	219	Ft	\$13.95	\$3,055.05		\$0.00		\$0.00
	PAVT MRKG, INLAID COLD PLASTIC, 24" CROSSWALK								
0035	6431	257	Ft	\$13.95	\$3,585.15		\$0.00		\$0.00
	PAVT MRKG, INLAID COLD PLASTIC, 24" STOP BAR								
0036	6441	6	Ea	\$220.00	\$1,320.00		\$0.00		\$0.00
	PAVT MRKG, INLAID COLD PLASTIC, LEFT TURN ARROW								
0037	6450	2	Ea	\$170.00	\$340.00		\$0.00		\$0.00
	PAVT MRKG, INLAID COLD PLASTIC, BIKE SYMBOL								
0038	6451	2	Ea	\$170.00	\$340.00		\$0.00		\$0.00
	PAVT MRKG, INLAID COLD PLASTIC, BIKE ARROW								
0039	6590	19,016	Ft	\$0.22	\$4,183.52		\$0.00		\$0.00
	PAVT MRKG, WATERBORNE, 4" WHITE								
0040	6592	22,706	Ft	\$0.22	\$4,995.32		\$0.00		\$0.00
	PAVT MRKG, WATERBORNE, 4" YELLOW								
0041	7005	5,620	Syd	\$7.00	\$39,340.00		\$0.00		\$0.00
	TOP SOIL 4" SCREENED								
0042	7015	5,620	Syd	\$13.00	\$73,060.00		\$0.00		\$0.00
	CLASS A SEED HYDRO-MULCH								
0043	8000	1	LSUM	\$6,000.00	\$6,000.00		\$0.00		\$0.00
	FLAG CONTROL								
0044	8010	1	LSUM	\$12,000.00	\$12,000.00		\$0.00		\$0.00
	MINOR TRAFFIC CONTROL DEVICES								
0045	8115	250	Ea	\$53.00	\$13,250.00		\$0.00		\$0.00
	42 INCH CHANNELIZING DEVICE - FURNISHED								
0046	8116	250	Ea	\$2.20	\$550.00		\$0.00		\$0.00
	42 INCH CHANNELIZING DEVICE - OPERATED								
0047	8120	4	Ea	\$2,090.00	\$8,360.00		\$0.00		\$0.00
	LIGHTED ARROW TYPE A - FURNISHED								

Line	Pay Item Code	Quantity	Units	(3) Epic Excavating, Inc.		Bid Price	Total	Bid Price	Total
Description				Bid Price	Total			Bid Price	Total
0048	8121	4	Ea	\$550.00	\$2,200.00		\$0.00		\$0.00
LIGHTED ARROW TYPE A - OPERATED									
0049	8122	4	Ea	\$10,450.00	\$41,800.00		\$0.00		\$0.00
MESSAGE BOARD - FURNISHED									
0050	8123	4	Ea	\$1,100.00	\$4,400.00		\$0.00		\$0.00
MESSAGE BOARD - OPERATED									
Bid Totals:					\$3,126,533.17				

CONTRACT FORM

Page 1 of 2

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

City Standard Contract for 2023 Wyoming Resurfacing Program

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

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

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

"Contractor" means:

Rieth-Riley Construction Co., Inc.

LEGAL NAME OF COMPANY

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

Corporation Michigan

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

2100 Chicago Dr SW

ADDRESS

Wyoming

CITY

MI

STATE

49519

ZIP CODE

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

Terms and Conditions

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

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

CONTRACT FORM, CONTINUED

Page 2 of 2

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form:

Scott G. Smith, City Attorney

Contractor

By: Kirk Breunkink
Signature of Bidder

Kirk Breunkink
Printed Name of Bidder

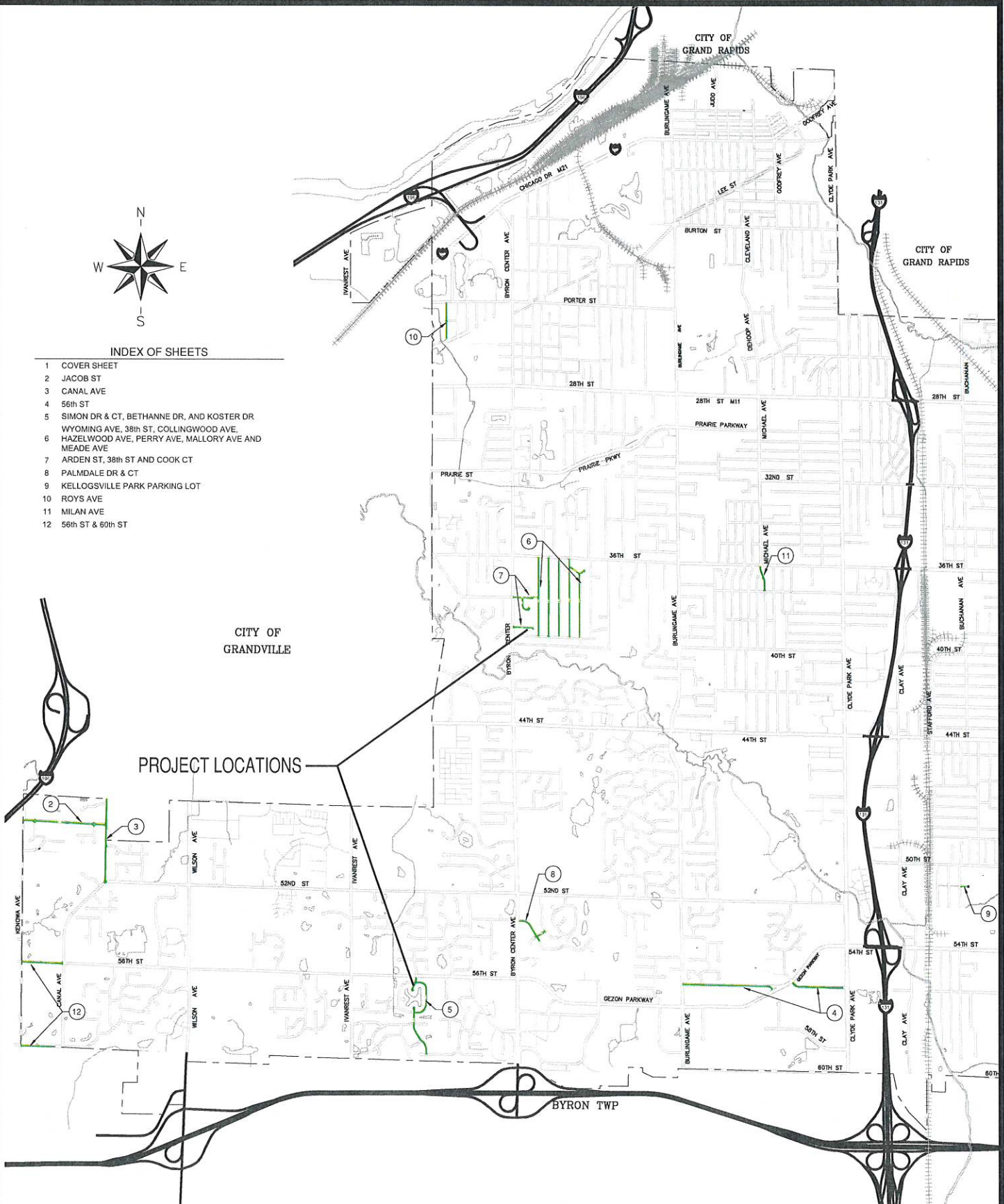
Area Manager
Title

Date signed: 3/21/23



INDEX OF SHEETS

- 1 COVER SHEET
- 2 JACOB ST
- 3 CANAL AVE
- 4 56th ST
- 5 SIMON DR & CT, BETHANNE DR, AND KOSTER DR
- 6 WYOMING AVE, 38th ST, COLLINGWOOD AVE, HAZELWOOD AVE, PERRY AVE, MALLORY AVE AND MEADE AVE
- 7 ARDEN ST, 38th ST AND COOK CT
- 8 PALMDALE DR & CT
- 9 KELLOGSVILLE PARK PARKING LOT
- 10 ROYS AVE
- 11 MILAN AVE
- 12 56th ST & 60th ST



PROJECT LOCATIONS

2023 LOCAL RESURFACING

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN THE CONTRACT

WHEREAS:

1. Formal bids have been obtained on the below-listed item.
2. The bids received have been reviewed and evaluated per the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards the bid for the listed item as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Cost
Ready Mixed Concrete	Consumers Concrete Corporation	Bid prices as shown on the attached Staff Report.

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

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 April 3, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

DATE: March 28, 2023

SUBJECT: Bid Award – Ready Mixed Concrete

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: April 3, 2023

RECOMMENDATION:

It is recommended that the City Council award the bid for ready mixed concrete to the low bidder, Consumers Concrete Corporation at \$136.00 per cubic yard for 6.0 sack A/E concrete, \$138.50 per cubic yard for 6.0 sack MDOT P1 concrete and \$168.00 per cubic yard for 9.0 sack Hi-Early Strength concrete.

COMMUNITY, SAFETY, STEWARDSHIP:

The Public Works Department utilizes concrete to repair and maintain the City's streets, curbs, drives, sidewalks and other infrastructure damaged by weather and utility failures throughout the year. The use of concrete, made from materials that can be recycled, reduces the consumption of natural resources and the dumping of concrete materials in landfills.

DISCUSSION:

On Tuesday, March 28, 2023, the City received two bids for ready mixed concrete. Twenty-one invitations to bid were sent to and/or downloaded by prospective bidders. Consumers Concrete Corporation was the low bidder.

The Public Works Department is anticipating a yearly total of \$35,000.00 for ready mixed concrete. The unit price for 6.0 sack A/E concrete is an increase of 19% from last year's bid price of \$114.00. The unit price for 6.0 sack MDOT P1 concrete is an increase of 21% from last year's bid price of \$114.00. The unit price for 9.0 sack concrete is an increase of 25% from last year's bid price of \$134.00. The concrete is to be delivered to the various job sites throughout the City.

BUDGET IMPACT:

Sufficient funds are available in the street, sidewalk, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 211-441-44210-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

City of **Wyoming** Michigan

TABULATION OF BIDS
FOR READY MIX CONCRETE - BID # 2111

OPENED BY THE CITY CLERK ON MARCH 28, 2023 AT 11:00 A.M. O'CLOCK

Bid Item	Consumers Concrete	DeWent Redi-Mix	
6.0 Sack A/E Concrete	\$136.00	\$145.25	
6.0 Sack, 100% Limestone Aggregate, MDOT P1, 3,500 PSI Mix Concrete	\$138.50	\$152.25	
9.0 Sack HI-Early Concrete w/Natural Stone	\$168.00	\$160.25	
1% Calcium Chloride	\$2.50	\$2.75	Per Cu. Yd.
Deliveries under ____ Cubic Yards	Under 6 Cu. Yds. \$120.00	Under 5 Cu. Yds. \$77.00	Per Delivery
Unloading time in excess of one hour	\$120.00	\$50.00	Per hour, or fraction thereof
Truck batched after 5:00 p.m.	N/A	\$45.00	Per Truck
Fuel or Delivery Surcharge	\$15.00-\$30.00 (currently at \$15.00)	\$20.00	Per Load
Concrete Retarder	\$5.00	\$5.10	Per Cu. Yd. of Concrete

READY MIXED CONCRETE CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 005, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for ready mixed concrete 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 March 8, 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:

Consumers Concrete Corporation
LEGAL NAME OF COMPANY

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

3506 Lovers Lane
FORM OF BUSINESS and STATE IN WHICH FORMED - (i) partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

Kalamazoo MI 49001
STREET ADDRESS 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: Tam Schreuer
Signature for Contractor

By: Kelli A. Vandenberg, City Clerk

Tom Schreuer
Printed Name & Title of Person Signing

Date signed: _____

Date signed: 3/28/2023

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

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 written in a cursive style with a long horizontal stroke at 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

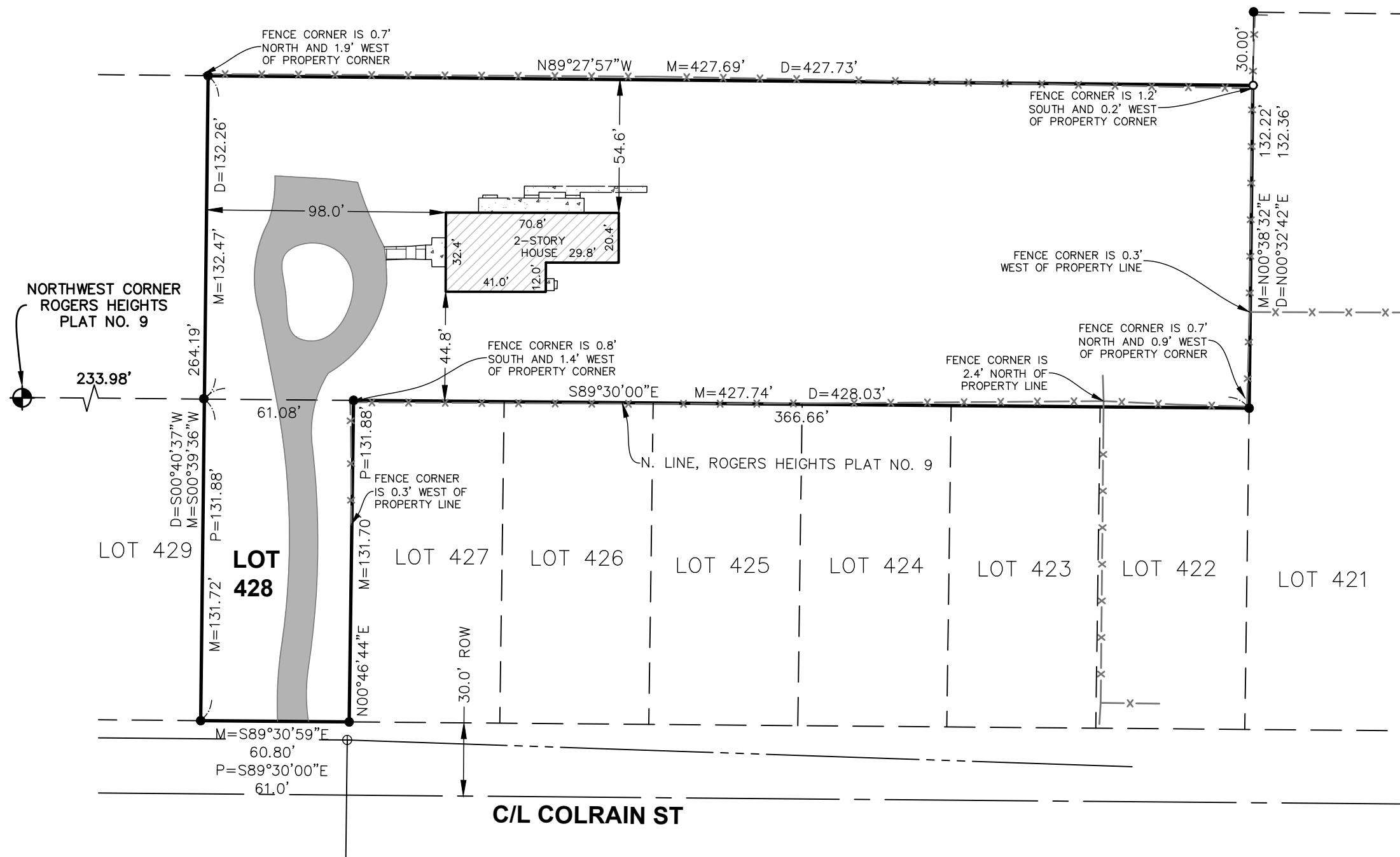
FOR: Dan Burrill
 Grandview Ventures
 5099 S. Division Ave SW
 Wyoming, MI 49548

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

Feenstra & Associates, Inc.
 CIVIL ENGINEERS & SURVEYORS
 3145 Prairie St SW Phone: 616.457.7050
 Grandville, MI 49418 www.feenstrainc.com

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

This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

ORDINANCE NO. 6-23

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF ORDINANCES
BY ADDING SUBSECTION (137) TO REZONE 2244 PORTER STREET 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 Street 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 26th 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:

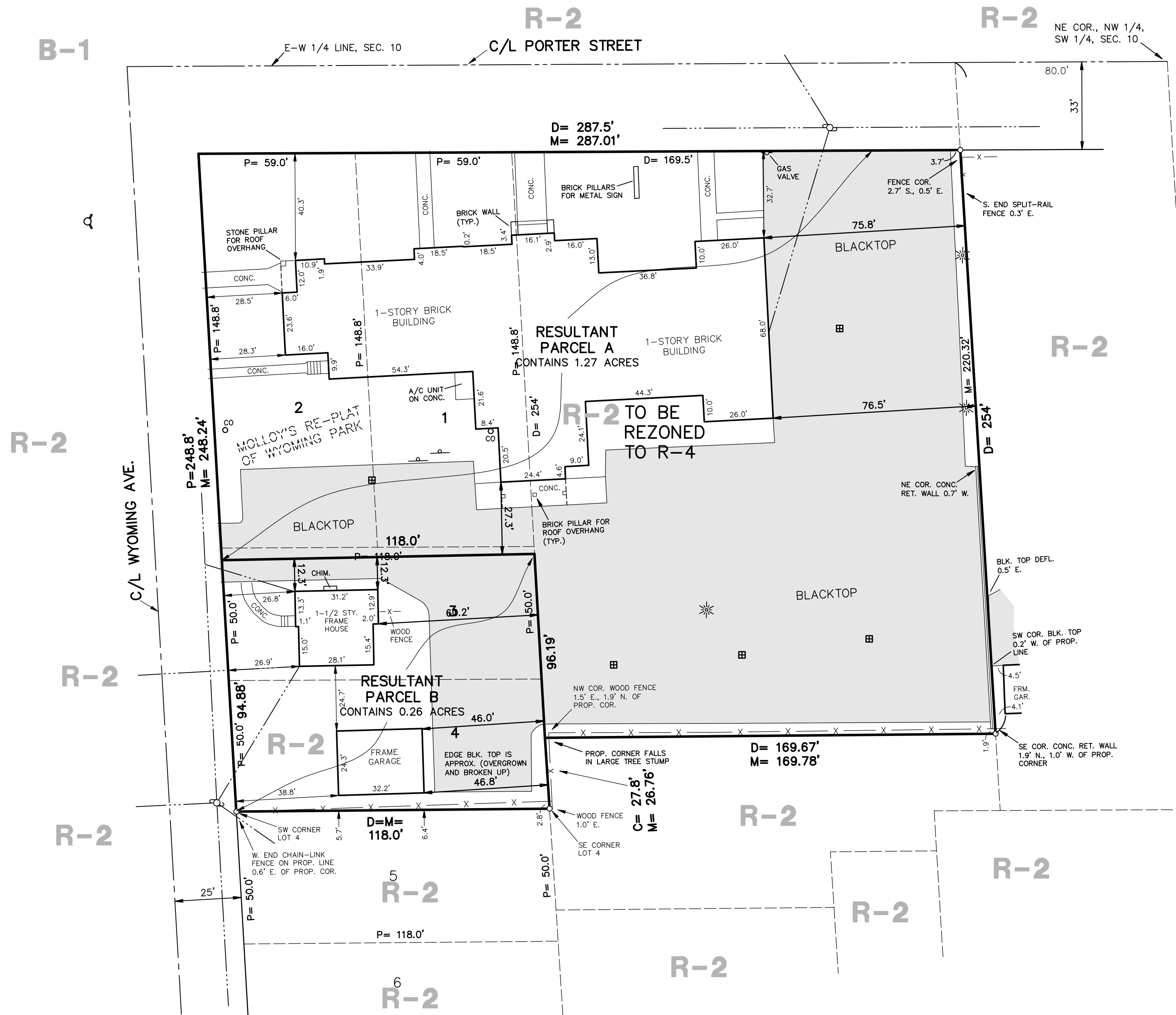
(A) Consistency with the adopted master plan;

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;



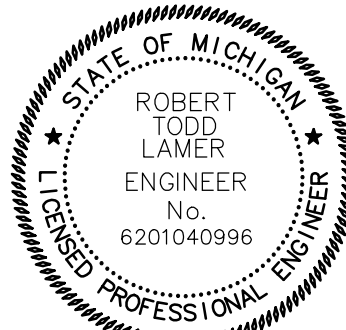
Description as furnished: (Overall Parcel)
 Land in the City of Wyoming, Kent County, MI, described as follows:
 Lot(s) One (1), Two (2), Three (3), and Four (4) of MOLLOY'S RE-PLAT OF WYOMING PARK according to the plat thereof recorded in Liber 19 of Plats, Page 21 of Kent County Records.
 Also, that 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

DRAWN BY: JJS	APPROVED BY: VAD	PROJ. ENG.: RTL	PROJ. SURV.: VAD	SHEET
DATE: 1/18/2023	REVISION:	FILE NO.: 221809E	DATE: 9/13/2022	1 of 1

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

ORDINANCE NO. 7-23

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF ORDINANCES
BY ADDING SUBSECTION (138) TO REZONE A 0.96 ACRE PORTION OF
2222 44TH STREET SW LOCATED JUST SOUTH OF 2330 44TH STREET SW
FROM R-1 RESIDENTIAL TO B-1 LOCAL BUSINESS

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (138) to read as follows:

- (138) (a) To rezone the following described property at 2222 44th Street SW (parcel number 41-17-10-307-016) from R-2 Residential District to R-4 Residential District:

PARCEL NUMBER 41-17-27-101-027, AS SURVEYED:

PART OF THE NW 1/4 OF SECTION 27, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NW CORNER OF SECTION 27; THENCE S87°57'21"E 462.65 FEET ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 27; THENCE S01°38'06"E 220.00 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION: THENCE S87°57'21"E 200.00 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE NW 1/4 OF SAID SECTION 27; THENCE S01°38'06"E 186.19 FEET ALONG SAID WEST LINE; THENCE N87°57'21"W 225.00 FEET; THENCE N01°38'00"W 186.19 FEET; THENCE S87°57'21"E 25.00 FEET 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 28, 2023

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to Rezone a 0.96 acre portion of 2222 44th Street SW located just south of 2330 44th Street SW from R-1 Residential to B-1 Local Business (Section 27) (GR First Assembly of God and Leven Investments, LLC)

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 Zapata, supported by Hall, to recommend that City Council approve 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.

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 an agreement in place to purchase 0.96 acres of this field from the church. The additional property would be added to the veterinary clinic site to be used for additional parking. The additional property is also being considered for a future building addition to the animal medical center.

The church's soccer field is currently zoned R-1 Residential, and the veterinary clinic is zoned B-1 Local Business. Before the 0.96 acre field can be combined with the veterinary clinic parcel and used for additional clinic parking, it must first be rezoned to B-1 Local Business to match the clinic's existing zoning.

During the public hearing, one resident spoke with general questions regarding the request.

If approved for the proposed rezoning, the property owner would need to complete a formal land transfer application with the City Assessor's Office. A copy of the proposed rezoning survey is attached to this letter.

community • safety • stewardship

CITY COUNCIL

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a horizontal line extending from the end.

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

Cc: John McCarter, Interim City Manager

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

an agreement in place to purchase 0.96 acres of this field from the church. The additional property would be added to the veterinary clinic site to be used for additional parking. The additional property is also being considered for a future building addition to the animal medical center.

The church's soccer field is currently zoned R-1 Residential, and the veterinary clinic is zoned B-1 Local Business. Before the 0.96 acre field can be combined with the veterinary clinic parcel and used for additional clinic parking, it must first be rezoned to B-1 Local Business to match the clinic's existing zoning.

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 the veterinary clinic site and many other sites along the 44th Street corridor near Byron Center Avenue as "Neighborhood Commercial Center" usage. Rezoning 0.96 acres of the adjacent church soccer field to be combined with the vet clinic site would remain consistent with this neighborhood commercial vision.

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

The proposed rezoning to B-1 Local Business is compatible with existing and future land uses in the general area. The veterinary clinic site is already zoned B-1, and many parcels located across the street from the site along 44th Street are also zoned for B-1 usage. The proposed zoning is not likely to impact the adjacent church uses to the south, east, and west.

(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 land proposed for rezoning cannot be used by the veterinary clinic under the site's existing residential zoning designation, because veterinary clinics and their accessory uses are not permitted in residential districts. Rezoning the section of the church soccer field to to B-1 would allow this land to be used by the existing animal medical center for parking or a future building addition.

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

The intersection of 44th Street and Byron Center Avenue is mostly commercialized with numerous parcels within close proximity already being zoned B-1 Local Business. The B-1 district is also intended to allow commercial uses that would serve nearby residential neighborhoods, so it is unlikely that the proposed rezoning would have an adverse impact upon nearby commercial or residential areas.

Meagher explained the following staff comments:

(A) Process

At this point, Planning Commission is only considering the rezoning of the proposed piece of property. If approved, the rezoning will receive two readings at City Council. After that, the property owner would need to apply for site plan approval prior to any future development occurring at the site. This includes the potential expansion of a parking lot or building addition.

(B) Permitted Uses

Veterinary hospitals and clinics are permitted by right in the B-1 Local Business district. However, this excludes the use of the property for exercise yards, pens, and other similar uses. An expanded exercise yard, pen, or similar use is not being proposed with this project.

(C) Location

The Animal Medical Center of Wyoming would be readapting a youth soccer field that is currently underutilized by the Grand Rapids First Church. The southern edge of this property is more than 200 feet away from any single-family residential property line.

Meagher explained that the proposed project supports reinvestment in the community and contributes to the City's economic strength. The proposed rezoning has an opportunity to make better use of an underutilized soccer field while also advancing the economic opportunity for an existing Wyoming business. Overall, the proposed rezoning conforms with the City of Wyoming Sustainability Principles.

Meagher said staff has amended the conditions of approval adding a second condition that requires an updated survey be provided.

Meagher said that the Development Review Team recommends the Planning Commission grant the proposed rezone request from R-1 Residential to B-1 Local Business at the proposed 0.96 acre section of 2222 44th Street SW located south of 2330 44th Street SW and recommends the same to the City Council subject to condition 1-2 below:

- 1.) A land division application will need to be completed by GR First Assembly of God to transfer land to Animal Medical Center of Wyoming following the approval of the rezoning.
- 2.) An updated survey must be provided with existing buildings. All proposed lot lines must meet required building setbacks on survey.

Micele opened the public hearing at 7:59 PM

Margaret Worst, 2362 Knollview St. SW, asked if Animal Medical Center was purchasing the piece of land in question.

Micele closed the public hearing at 8:00 PM.

A motion was made by Zapata, supported by Hall, to grant the proposed rezone request from R-1 Residential to B-1 Local Business at the proposed 0.96 acre section of 2222 44th Street SW located south of 2330 44th Street SW and recommends the same to the City Council.

Randall asked staff if there was a grade change and if it is reasonable to expect it to be a parking lot.

Meagher stated that the Development Review Team reviewed the site and did not have any concerns regarding the potential for a parking lot at the site.

Micele asked staff if the site is for Animal Medical Center.

Meagher confirmed that Animal Medical Center has a purchase agreement in place to purchase the site from Grand Rapids First.

A vote on the motion carried unanimously.

OLD BUSINESS

NEW BUSINESS

Planning Commission Annual Report (Wyoming Planning)

Meagher shared that the purpose of the Annual Report is to report on actions taken by the Planning Commission during 2022 as a requirement of the Michigan Zoning Enabling Act of 2008. The Commissioners all received a copy of the full report prior to the meeting.

Meagher explained that the Annual Report contains information about the various types of reviews that City staff undertake each year. This includes Site Plan Reviews, Special Use Reviews, Plat Approvals and Rezonings. The report also includes annual comparisons from past years.

A motion was entered by Gilreath-Watts, supported by Zapata, to accept the 2022 Planning Commission Annual Report and forward to City Council.

A vote on the motion passed unanimously.

ORDINANCE NO. 8-23

ORDINANCE TO AMEND CHAPTER 90, ARTICLES 3 AND 5, OF THE CODE
OF ORDINANCES BY AMENDING SECTIONS 90-320 AND 90-508 TO UPDATE
LANGUAGE REGULATING OUTDOOR EQUIPMENT STORAGE AND DRIVE OPENINGS
AT AUTOMOBILE SERVICE STATIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 3 of the Code of Ordinances, City of Wyoming, Michigan is amended by amending section 90-320 to read as follows:

Sec. 90-320 Automobile Service Stations and Public Garages

- (1) An automobile service station shall be located on a lot having a frontage along the principal street of not less than 140 feet, and having a minimum area of not less than 14,000 square feet.
- (2) An automobile service station building housing an office, facilities for servicing, greasing or washing motor vehicles shall be located at least 40 feet from any street lot line. All gasoline pumps shall be a minimum of 15 feet from all property lines.
- (3) Except for gas pumps, vacuums, and air compressors for vehicle tires, all equipment shall be enclosed entirely within a building.
- (4) An automobile service station located on a lot having an area of 14,000 square feet shall include not more than eight gasoline pumps and two enclosed stalls for servicing, lubricating, greasing or washing motor vehicles. An additional two gasoline pumps or one enclosed stall may be included with each additional 2,000 square feet of lot area.
- (5) Where an automobile service station adjoins property located in any residential zone, a masonry or concrete wall five feet in height shall be erected and maintained along the service station property line. All masonry or concrete walls shall be protected by a fixed curb or barrier to prevent vehicles from damaging the wall.
- (6) All exterior lighting, including illuminated signs, shall be erected and hooded or shielded so as to be deflected away from neighboring properties.
- (7) When a structure designed and used for automobile service station or filling station purposes ceases to operate on a continuing basis for a period of 180 consecutive days or more, the owner of the premises shall be served written notice by the building inspector of the requirement to, within 60 days of the date of such notice, either lawfully convert such structure to another permitted use in that district or board all windows, doors and openings of the structure and maintain the premises in the manner which shall not become detrimental to the general health, safety and welfare of the surrounding community.
- (8) Abandoned automobile service or filling stations may be converted to the use allowed in the district provided the applicable provisions of this chapter are met, the pumps and signs are removed and the underground storage tanks are abandoned according to city and state regulations.

Section 2. That Chapter 90, Article 5, Section 90-508 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-508 REQUIREMENTS FOR PERMITTED USES AFTER SPECIAL APPROVAL

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Adult business	B-2	—	—	—	Not permitted in locations within 500 feet of a church, synagogue or other regular place of religious worship, public or private elementary, preschool or secondary school, public park, childcare center, entertainment business that is oriented primarily toward children or family entertainment; boundary of any residentially zoned district or any legal residential use not located within a residentially zoned district. Not permitted within 1,000 feet of any other adult business. The distance shall be measured from the location of the building or structure housing the adult business to the nearest point of the other building, structure or use or from the nearest lot line of properties in a residentially zoned district or residentially used property.
Amusement machine parlors and pool parlors	B-2	—	—	—	Not permitted within 500 feet of any church.

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Automobile car wash establishments	B-2	—	Minimum front yard setback of 40 feet for all structures.	—	Required off-street storage space for at least 4 automobiles per stall for manual or self-service establishments, 10 automobiles per stall for unattended and automatically attended establishments.
Automobile service stations	B-2	14,000 square feet	Minimum lot width of 140 feet	—	Site must be a corner lot abutting at least one major thoroughfare. No drive or curb opening may be located nearer than 20 feet to any residential interior lot line. See Sec. 90-320 for additional requirements.
Breweries, distilleries, canning and chemical plants	I-1, I-2	—	—	—	Special consideration of accessory dining and potential odor or pollution nuisances.
Cemeteries	R-1, R-2, R-3, ER, R-7	40 acres	All structures to be minimum of 100 feet from any lot line.	—	
Cocktail lounges, night clubs, taverns	B-2, B-3	—	—	—	Not permitted within 500 feet of any church or school.
Commercial greenhouses exceeding 1,000 square feet (see "Commercial greenhouses" & "of less than 1000 sq. ft.")	R-1, R-2, R-3, ER, R-7, B-2, B-3	1 acre	All structures to be minimum of 40 feet from all lot lines.	—	—

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Community centers	ER, R-1, R-2, R-3, R-4, R-7, B-2, B-3	—	—	—	Must be located on a major thoroughfare or collector street.
Emergency Shelter	R-4, B-2	—	—	—	See Sec. 90-333 Must be located within 0.25 mile of a dedicated transit stop, medical clinic, or hospital.
Kennels	I-2	5 acres	—	—	All outdoor runs or breeding areas to be enclosed on all sides by an obscuring wall or fence not less than 4 feet in height and located at least 50 feet from any property line.
Mineral extraction, borrow pit, topsoil removal	I-2	—	All structures to be minimum of 100 feet from all property lines.	Submission of screening plan required except for topsoil.	—
Motor vehicles sales and rental, outdoors	B-2	15,000 square feet	Minimum 7 feet wide greenbelt in front and secondary front yards in Instances where existing buildings on the same lot are devoted to the business and are not expanded. Bumper blocks must be positioned in the adjoining vehicle display area so as to allow no more than 2 feet of vehicle overhang into the greenbelt.	—	—

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Nursery schools, day nurseries and child care centers	R-1, R-2, R-3, ER, R-7, B-3, PUD-1	15,000 square feet	Outdoor play of 100 square feet per child for which the facility is designed to care for with a minimum yard area of 1,500 square feet.	Fence at least 4 feet in height to enclose the rear yard.	Lot must front upon a major thoroughfare with drive access directly thereto.
Open air business uses	B-2	10,000 square feet	—	—	—
Outdoor Cookers	B-1, B-2, B-3	—	See Sec. 90-332	See Sec. 90-332	See Sec. 90-332
Pawnshops	B-2	—	—	—	Not permitted in locations within 500 feet of an existing pawnshop or secondhand dealer, as measured between property lines.
Permanent Supportive Housing	R-4, B-1, B-2, B-3	—	—	—	See Sec. 90-333
Private parks, country clubs, golf courses, and golf driving ranges	R-1, R-2, R-3, ER, R-7, PUD-1	5 acres	All structures to be minimum of 100 feet from any lot lines of adjacent residentially zoned districts.	—	—
Public, parochial or private elementary, intermediate or high schools	R-1, R-2, R-3, R-7, ER	5 acres elementary or K-8, 10 acres intermediate or high schools	Structure to be minimum of 50 feet from all property lines except for additions to existing school buildings having a setback of less than 50ft, the existing building may be extended along the current setback line	—	Site must abut and have all ingress and egress directly to major thoroughfares. Student drop off areas required away from street right-of-way. Site location sizing and design to minimize impact on adjacent residential uses to degree feasible.

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Public utility buildings, telephone exchange buildings, former stations electric trans- and sub-stations, gas regulator stations	All districts	—	—	—	Application must provide evidence of necessity of proposed location.
Radio, television, microwave or wireless communication towers	B-1, B-2, B-3, I-1, I-2 and I-3	—	See sections 90-304 and 90-329	See sections 90-304 and 90-329	See sections 90-304 and 90-329
Recreation vehicle storage	I-1	5 acres	—	—	Storage area to be enclosed by a solid fence 5 feet in height. Additional height may be permitted for barbed wire cardling.
Secondhand dealers	B-1, B-2, B-3, PUD-1, PUD-2, PUD-3	—	—	—	Business location must be a minimum of 250 feet from another use in this category.
Sanitary landfill sites	I-2	30 acres	—	Submission of screening plan required.	—
Transitional Housing	R-4, B-1, B-2, B-3	—	—	—	See Sec. 90-333

Note—The requirements noted in this section are in addition to, or, where in conflict, supersede those general requirements for each zoning district. For all permitted uses after special approval, the planning commission shall conduct a public hearing. Following such hearing, the planning commission may grant approval for such application, provided it shall find the proposal is essential and desirable.

The planning commission may impose such requirements and conditions as may be necessary to protect neighboring property, promote public convenience, health, safety and welfare, or make the use conform

more closely with the spirit, purpose and intent of this chapter. In determining other requirements and whether the proposed use is essential and desirable the following information shall be considered by the planning commission:

- (1) The possible substantial and permanent effect on neighboring property.
- (2) The consistency with the spirit, purpose and intent of this chapter.
- (3) The possible effect upon traffic as related to the streets, churches, schools and any buildings within the immediate area.
- (4) The tendency of the proposed use to create any type of blight within the immediate area.
- (5) The economic feasibility for the area.
- (6) Any other factor as may relate to the public health, safety and welfare for persons and property.

Section 3. That, if codified by MuniCode, MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

Section 4. That this ordinance shall take effect upon the later of 15 days after its adoption or upon publication as required by applicable law.

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

Ordinance No. 8-23

March 28, 2023

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Proposed text amendments to Zoning Code Sections 90-320 “Automobile Service Stations and Public Garages” and 90-508 “Requirements for Permitted Uses After Special Use Approval”.

Planning Commission Recommendation: To approve the subject Zoning Ordinance amendments.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on March 21, 2023. At the meeting, a motion was made by Hall, supported by Zapata, to recommend that City Council approve the proposed text amendments. 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.

In the past year, City staff has received several inquiries regarding the current standards used to regulate automobile service stations. Staff have found that the code is silent and inadvertently restrictive in two specific sections pertaining to this use.

Section 90-320 of the Zoning Code states that all equipment, except gas pumps, must be enclosed entirely within a building. The code, however, fails to mention self-service air compressors or vacuum cleaners for vehicles utilizing the service station. This equipment is commonly available at gas station sites, including many existing gas stations in Wyoming. The equipment also accessory to gas station usage and is not out of character in the few commercial and industrial districts where gas stations are permitted. Staff is recommending that self-service air compressors and vacuums are listed as equipment permitted to be installed and utilized outdoors on gas station sites. The inclusion of this language will help acknowledge this accessory usage in the future and provide clarity for both City staff and business owners.

The other section proposed for amendment is Section 90-508, which tables out additional standards for special uses. The section currently states that no drive or curb opening to a gas station site may be located nearer than 20 feet to any interior lot line. Staff believes this language may have been

community • safety • stewardship

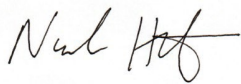
CITY COUNCIL

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

included in the past to create driveway separation between gas stations and adjacent residential districts. However, this regulation has restricted the establishment of gas stations within most commercial districts in the City where gas station usage is most acceptable. Most existing gas stations in the City of Wyoming do not adhere to this code language. Amending the code to require the 20-foot separation between gas station driveways and interior lot lines only when adjacent to residential districts would allow gas stations to develop in locations that are most feasible for this usage, while also protecting residential properties.

No comments were made during the public hearing. The proposed zoning code text amendments are attached.

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 to the right.

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 APRIL 18, 2023

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

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

MEMBERS ABSENT: VanDuren, Weller

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

CALL TO ORDER

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

A motion was made by Gilreath-Watts, seconded by Randall, to excuse VanDuren and Weller.

A vote on the motion carried unanimously.

Micele welcomed new Commissioners Lamer and Smart.

APPROVAL OF MINUTES

The minutes of February 21, 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.

AGENDA ITEM NO. 1

Request to amend Zoning Code Sections 90-320 "Automobile Service Stations and
Public Garages" and 90-508 "Requirements for Permitted Uses After Special Use

Approval” (Wyoming Planning Staff).

Meagher said that since its adoption, staff has been working to better align the City’s Zoning Code with current practices and terminology to make the Zoning Code easier to understand and implement. He said that through this review process, staff has identified that the current language used to regulate automobile service stations (gas stations) is outdated and could be further clarified to better capture existing practices.

Meagher explained that in the past year, City staff has received several inquiries regarding the current standards used to regulate automobile service stations. He said staff has found that the code is silent and inadvertently restrictive in two specific sections pertaining to this use.

Meagher shared that section 90-320 of the Zoning Code states that all equipment, except gas pumps, must be enclosed entirely within a building. The code, however, fails to mention self-service air compressors or vacuum cleaners for vehicles utilizing the service station. He said this equipment is commonly available at gas station sites, including many existing gas stations in Wyoming. Meagher also said that the equipment is also accessory to gas station usage and is not out of character in the commercial and industrial districts where gas stations are permitted. Staff is recommending that self-service air compressors and vacuums are listed as equipment permitted to be installed and utilized outdoors on gas station sites. Meagher stated that the inclusion of this language will help acknowledge this accessory usage in the future and provide clarity for both City staff and business owners.

Meagher shared that the other section proposed for amendment is Section 90-508, which lays out additional standards for special uses. The section currently states that no drive or curb opening to a gas station site may be located nearer than 20 feet to any interior lot line. He said staff believes this language may have been included in the past to create driveway separation between gas stations and potentially adjacent residential districts. However, this regulation has restricted the establishment of gas stations within most commercial districts in the City where gas station usage is most acceptable. Meagher explained that most existing gas stations in the City of Wyoming also do not adhere to this code language. Amending the code to require the 20-foot separation between gas station driveways and interior lot lines only when adjacent to residential districts would allow gas stations to develop in locations that are most feasible for this usage, while also protecting residential properties.

Meagher said that the Development Review Team recommends that Planning Commission adopt the recommended text amendment to Zoning Code *Sections 90-320 and 90-508* and recommends the same to City Council.

Micile opened the public hearing at 7:06 PM. There was no public comment and the public hearing was closed.

A motion was made by Hall, supported by Zapata, to adopt the recommended text amendment to Zoning Code Sections 90-320 and 90-508 and recommend the same to City Council.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 2

Request to approve condominium documents for 765 and 747 44th Street SW (Section 24) (V&W Horiuchi, LLC).

Smith said that the property is located at 765 and 747 44th Street SW. This 1.5-acre B-2 commercial parcel contains an Arby's fast-food restaurant and a vacant small office building. Smith noted that the intention is to create a two-unit site condominium, where the owner of each unit would pay their own property taxes and maintain their own units. He said that the property owner is not proposing any changes to building size, site layout, parking arrangements, site access, or site uses.

Smith explained that site condominium plans require Planning Commission approval and are typically approved at the time of site plan approval. However, at the time that each of the existing buildings received site plan approval, the property owner had no intention to create them as site condominiums. Smith said because of this further Planning Commission action is required for this request.

Smith said that the Development Review Team recommends that the Planning Commission grant site condominium approval to V&W Horiuchi, LLC at 765 and 747 44th Street SW, subject to conditions 1 through 3 below:

1. Provide documentation identifying permanent rights for storm water controls.
2. Provide documentation identifying permanent rights for any fire protection system.
3. The proposed development requires the determination of new parcel numbers. New parcel numbers will be issued by the county after the Master Deed has been recorded.

A motion was made by Zapata, supported by Randall, to grant site condominium approval to V&W Horiuchi, LLC at 765 and 747 44th Street SW, subject to conditions 1 through 3. The developer spoke during the public hearing and stated that the two engineering conditions were resolved and that he planned to pursue the assessing requirement after Planning Commission approval.

A vote on the motion carried unanimously.