

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MARCH 18, 2019, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Rick Pilienci, Grace Christian University
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 4, 2019 Regular Meeting, the March 11, 2019 Work Session and the March 11, 2019 Closed Session
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 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
- 13) Budget Amendments**
- 14) Consent Agenda**
All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.
 - a) To Schedule a Public Hearing on the Necessity of an Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 19-804 (April 1, 2019 at 7:02 p.m.)

- b) To Schedule a Public Hearing on the Necessity of an Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 19-805 (April 1, 2019 at 7:03 p.m.)
- c) To Authorize the Mayor and City Clerk to Execute an Amendment to the Streetlighting Contract with Consumers Energy Company

15) Resolutions

- d) To Waive Certain Requirements of the Code of the City of Wyoming for the T.J. Schmidt & Company, LLC, Carnival to be Held at Lamar Park from April 26 – May 5, 2019
- e) To Terminate the Independent Contract Agreement for Contracted Assessment Services
- f) To Amend the Employment Contract Between the City of Wyoming and the Wyoming Administrative and Supervisory Association and to Amend the Administrative and Supervisory Association Classification and Salary Schedule
- g) To Approve the Appointment of City Assessor
- h) To Approve and Authorize the City Manager to Execute an Assessment Consulting Contract
- i) To Authorize the Mayor and City Clerk to Execute an Employment Contract Between the Wyoming Fire Fighters Association and the City of Wyoming
- j) To Approve and Authorize Signing of Consent to Assignment of Brownfield Development and Reimbursement Agreement for CWD 2757 44th, L.L.C. Project
- k) To Approve a Memorandum of Understanding with the VA to Coordinate Law Enforcement Activities and to Authorize and Direct the City Manager to Sign it and City Personnel to Implement It

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

- l) To Approve, Authorize and Direct the Mayor and City Clerk to Sign an Indigent Defense Attorney Services Contract with the Kent County Office of the Defender
- m) To Award the Bid for the 2019 Clyde Park Avenue Watermain Replacement Project (Budget Amendment No. 54)
- n) To Accept a Quote from Dominion Voting Systems for the Purchase of a High Speed Scanner and Related Hardware and Software (Budget Amendment No. 53)
- o) To Approve Agreements Relating to Use of Microsoft Cloud and Microsoft Office 365 Software
- p) To Authorize the Purchase of Cisco Network Equipment
- q) To Authorize the Purchase of Three Backup Storage Servers
- r) For Award of Bids
 1. Hardwood (Brown) Shredded Bark
 2. ADA Approved Playground Wood Chips
 3. Brass Water Service and Meter Installation Materials and Meter Mountings
 4. Ready Mixed Concrete

17) Ordinances

- 3-19 To Amend Chapter 2, Article IV, Division 7, of the Code of Ordinances By Repealing Sections 2-310A – 2-310E and by Amending Sections 2-306 – 2-310 to Provide for a Service Charge in Lieu of Taxes for the 28WPhaseOne Limited Dividend Housing Association Limited Partnership Housing Project (Final Reading)
- 6-19 To Amend Chapter 90 of the City Code by Adding Sections 90-416C Through 90-419C to Article 4C, by Amending Section 90-510 in Article 5 and by Adding

Sections 90-511 Through 90-514 to Article 5 to Provide for a PUD-4 General Planned Zoning District (Final Reading)

7-19 To Amend Chapter 90, Article 3, Section 327, of the City Code to Prohibit Marihuana Establishments and Facilities in All Zoning Districts and to Repeal Ordinance 1-19 (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON THE NECESSITY OF AN
AERIAL INSECTICIDE SPRAY FOR A GYPSY MOTH SUPPRESSION PROGRAM,
SPECIAL ASSESSMENT ROLL 19-804

WHEREAS:

1. The City Council directed the City Manager to prepare plans and specifications and an estimate of cost for a public improvement consisting of a gypsy moth suppression program as described below.
2. The City Manager caused the preparation of those plans and specifications and filed them with the City Clerk, together with certain recommendations as required by the City Code of the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The plans and specifications and estimate of cost and the report for this public improvement, remain on file in the Office of the City Clerk, and shall be available for public examination.
2. It is proposed that the costs of that public improvement be specially assessed against parcels specially benefitted from that public improvement depicted within the drawing attached as Exhibit A and identified on the list of tax parcel numbers and addresses attached as Exhibit B that together comprise the proposed special assessment district number 19-804.
3. The City Council shall meet at Wyoming City Hall, 1155-28th Street SW, Wyoming, Michigan, on **April 1, 2019, at 7:02 p.m.**, for the purpose of hearing all persons to be affected by the proposed public improvement.
4. The City Clerk is directed to provide notice of the time and place of the hearing as follows:
 - a. Published once in the Grand Rapids Press, an official newspaper of the City of Wyoming, not less than 5 days prior to the date of the hearing; and
 - b. Sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least ten 10 days before the time of the hearing.
5. The notice of the hearing to be published and mailed, shall be in substantially the form attached as Exhibit C.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2019.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

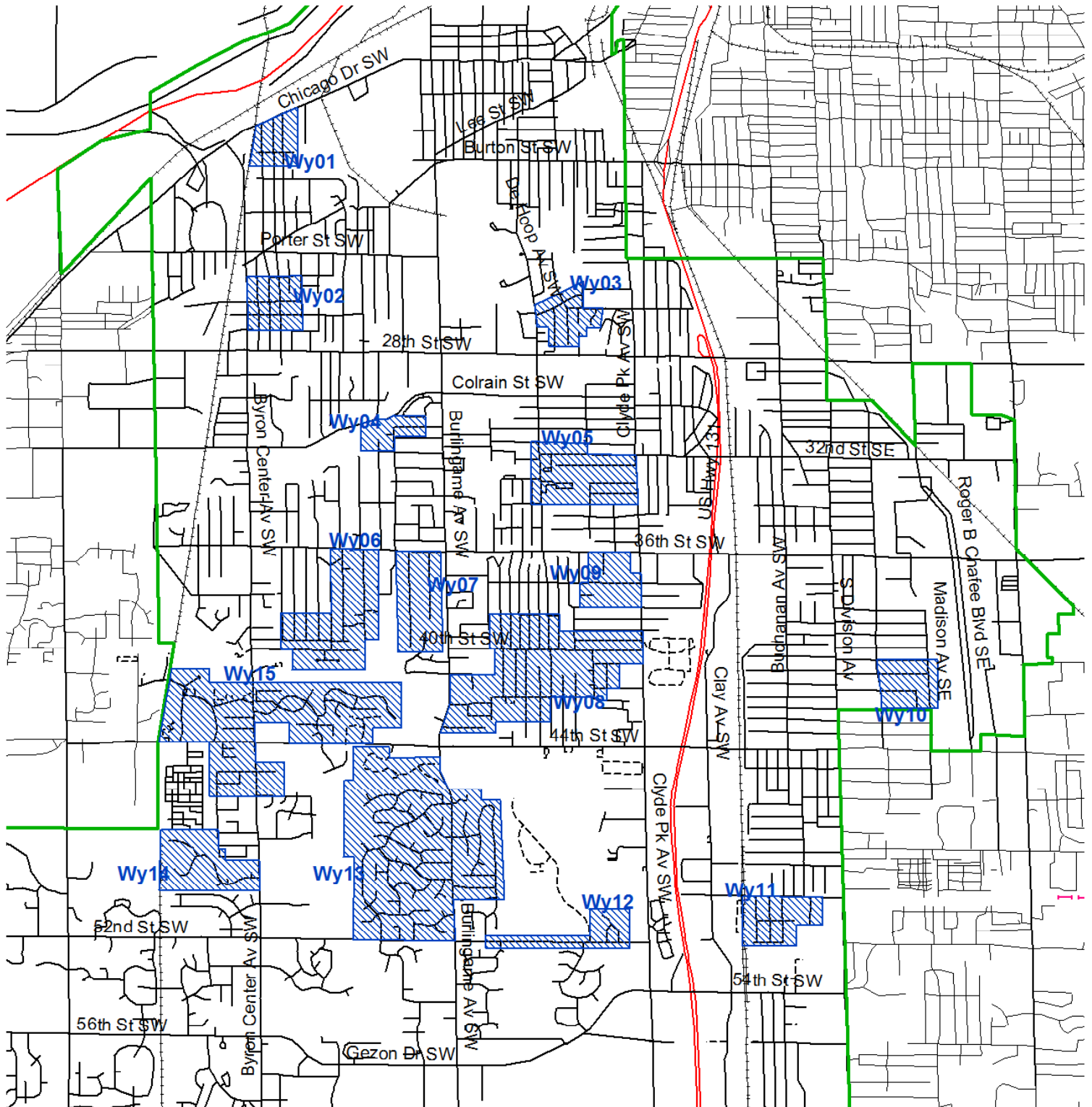
Exhibit A – Aerial Spray Map

Exhibit B – List of Parcels in Proposed Special Assessment District

Exhibit C – Form of Notice of Public Hearing

Resolution No. _____

City of Wyoming Gypsy Moth Survey Report Map for 2019 Season



Shaded areas are recommended for
aerial B.t. spray in Spring 2019



— City Border

2019 Aquatic Consulting Services

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-03-352-008	41-17-03-355-024	41-17-10-104-002	41-17-10-306-017
41-17-03-353-002	41-17-03-355-028	41-17-10-104-003	41-17-10-306-018
41-17-03-353-004	41-17-03-355-029	41-17-10-104-004	41-17-10-306-019
41-17-03-353-005	41-17-03-355-030	41-17-10-104-005	41-17-10-306-022
41-17-03-353-010	41-17-03-355-031	41-17-10-104-013	41-17-10-306-023
41-17-03-353-013	41-17-03-355-032	41-17-10-104-014	41-17-10-306-024
41-17-03-353-016	41-17-03-355-034	41-17-10-104-015	41-17-10-306-035
41-17-03-353-017	41-17-03-355-035	41-17-10-104-016	41-17-10-306-036
41-17-03-353-018	41-17-03-355-036	41-17-10-104-017	41-17-10-306-037
41-17-03-353-019	41-17-03-355-037	41-17-10-105-018	41-17-10-306-038
41-17-03-353-021	41-17-03-355-038	41-17-10-105-019	41-17-10-306-039
41-17-03-353-022	41-17-03-355-039	41-17-10-105-020	41-17-10-306-040
41-17-03-354-004	41-17-03-355-041	41-17-10-126-058	41-17-10-306-041
41-17-03-354-005	41-17-03-355-043	41-17-10-126-062	41-17-10-306-042
41-17-03-354-006	41-17-03-355-048	41-17-10-304-001	41-17-10-306-043
41-17-03-354-007	41-17-03-355-049	41-17-10-304-003	41-17-10-306-044
41-17-03-354-010	41-17-03-355-050	41-17-10-304-004	41-17-10-306-045
41-17-03-354-011	41-17-03-355-051	41-17-10-304-005	41-17-10-306-047
41-17-03-354-019	41-17-03-376-006	41-17-10-304-006	41-17-10-306-053
41-17-03-354-020	41-17-03-376-009	41-17-10-304-007	41-17-10-308-001
41-17-03-354-021	41-17-03-376-010	41-17-10-304-008	41-17-10-308-002
41-17-03-354-022	41-17-03-376-011	41-17-10-304-009	41-17-10-308-003
41-17-03-354-023	41-17-03-376-016	41-17-10-304-010	41-17-10-308-004
41-17-03-354-024	41-17-03-376-017	41-17-10-304-011	41-17-10-308-005
41-17-03-354-025	41-17-03-376-023	41-17-10-304-012	41-17-10-308-006
41-17-03-354-026	41-17-03-376-024	41-17-10-304-013	41-17-10-308-007
41-17-03-354-030	41-17-03-376-025	41-17-10-304-014	41-17-10-308-008
41-17-03-354-033	41-17-03-376-029	41-17-10-304-015	41-17-10-308-010
41-17-03-354-034	41-17-03-376-030	41-17-10-304-016	41-17-10-308-011
41-17-03-354-035	41-17-03-377-016	41-17-10-305-001	41-17-10-308-012
41-17-03-354-036	41-17-10-101-018	41-17-10-305-002	41-17-10-308-013
41-17-03-354-037	41-17-10-101-025	41-17-10-305-003	41-17-10-308-014
41-17-03-354-038	41-17-10-102-004	41-17-10-305-004	41-17-10-308-015
41-17-03-354-039	41-17-10-102-005	41-17-10-305-005	41-17-10-308-016
41-17-03-355-002	41-17-10-102-014	41-17-10-305-006	41-17-10-308-017
41-17-03-355-003	41-17-10-102-015	41-17-10-305-007	41-17-10-308-018
41-17-03-355-004	41-17-10-103-001	41-17-10-305-008	41-17-10-308-019
41-17-03-355-005	41-17-10-103-002	41-17-10-305-009	41-17-10-327-001
41-17-03-355-008	41-17-10-103-003	41-17-10-305-012	41-17-10-327-002
41-17-03-355-011	41-17-10-103-004	41-17-10-305-013	41-17-10-327-003
41-17-03-355-012	41-17-10-103-005	41-17-10-305-014	41-17-10-327-004
41-17-03-355-013	41-17-10-103-014	41-17-10-305-015	41-17-10-327-005
41-17-03-355-014	41-17-10-103-015	41-17-10-305-016	41-17-10-327-006
41-17-03-355-015	41-17-10-103-016	41-17-10-305-017	41-17-10-327-007
41-17-03-355-019	41-17-10-103-017	41-17-10-305-018	41-17-10-327-009
41-17-03-355-020	41-17-10-103-018	41-17-10-306-015	41-17-10-327-010
41-17-03-355-021	41-17-10-104-001	41-17-10-306-016	41-17-10-327-011

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-10-327-012	41-17-10-354-009	41-17-10-358-008	41-17-11-451-001
41-17-10-327-013	41-17-10-354-010	41-17-10-358-009	41-17-11-451-002
41-17-10-327-016	41-17-10-354-011	41-17-10-358-010	41-17-11-451-003
41-17-10-327-017	41-17-10-354-012	41-17-10-358-011	41-17-11-451-004
41-17-10-327-018	41-17-10-354-013	41-17-10-358-012	41-17-11-451-005
41-17-10-327-021	41-17-10-354-014	41-17-10-358-013	41-17-11-451-009
41-17-10-327-022	41-17-10-355-001	41-17-10-358-014	41-17-11-451-010
41-17-10-351-001	41-17-10-355-002	41-17-10-358-015	41-17-11-451-011
41-17-10-351-002	41-17-10-355-003	41-17-10-358-016	41-17-11-451-012
41-17-10-351-003	41-17-10-355-004	41-17-10-358-017	41-17-11-451-013
41-17-10-351-005	41-17-10-355-005	41-17-10-376-001	41-17-11-451-014
41-17-10-351-006	41-17-10-355-006	41-17-10-376-002	41-17-11-451-015
41-17-10-351-007	41-17-10-355-007	41-17-10-376-003	41-17-11-451-016
41-17-10-351-008	41-17-10-355-008	41-17-10-376-004	41-17-11-451-017
41-17-10-351-010	41-17-10-355-009	41-17-10-376-005	41-17-11-451-018
41-17-10-351-011	41-17-10-355-010	41-17-11-402-034	41-17-11-452-001
41-17-10-351-012	41-17-10-355-011	41-17-11-402-035	41-17-11-452-002
41-17-10-351-013	41-17-10-356-001	41-17-11-402-036	41-17-11-452-003
41-17-10-352-001	41-17-10-356-002	41-17-11-402-037	41-17-11-452-004
41-17-10-352-002	41-17-10-356-003	41-17-11-402-038	41-17-11-452-005
41-17-10-352-003	41-17-10-356-004	41-17-11-402-039	41-17-11-452-006
41-17-10-352-004	41-17-10-356-005	41-17-11-402-040	41-17-11-452-007
41-17-10-352-005	41-17-10-356-006	41-17-11-402-041	41-17-11-452-008
41-17-10-352-006	41-17-10-356-007	41-17-11-402-042	41-17-11-452-009
41-17-10-352-007	41-17-10-356-008	41-17-11-402-043	41-17-11-452-010
41-17-10-352-008	41-17-10-356-009	41-17-11-402-044	41-17-11-452-011
41-17-10-352-009	41-17-10-356-010	41-17-11-402-045	41-17-11-452-012
41-17-10-352-010	41-17-10-356-011	41-17-11-403-015	41-17-11-452-013
41-17-10-352-011	41-17-10-356-012	41-17-11-403-016	41-17-11-452-014
41-17-10-353-001	41-17-10-357-001	41-17-11-403-017	41-17-11-452-015
41-17-10-353-002	41-17-10-357-002	41-17-11-403-018	41-17-11-452-016
41-17-10-353-003	41-17-10-357-003	41-17-11-403-019	41-17-11-452-018
41-17-10-353-004	41-17-10-357-006	41-17-11-403-020	41-17-11-452-019
41-17-10-353-005	41-17-10-357-007	41-17-11-403-021	41-17-11-452-020
41-17-10-353-006	41-17-10-357-008	41-17-11-403-022	41-17-11-452-021
41-17-10-353-007	41-17-10-357-010	41-17-11-403-023	41-17-11-452-022
41-17-10-353-008	41-17-10-357-011	41-17-11-404-001	41-17-11-452-023
41-17-10-353-009	41-17-10-357-012	41-17-11-404-002	41-17-11-452-024
41-17-10-353-010	41-17-10-357-013	41-17-11-404-003	41-17-11-452-025
41-17-10-353-011	41-17-10-357-014	41-17-11-404-004	41-17-11-452-026
41-17-10-353-012	41-17-10-358-001	41-17-11-404-005	41-17-11-452-027
41-17-10-354-001	41-17-10-358-002	41-17-11-404-006	41-17-11-452-028
41-17-10-354-002	41-17-10-358-003	41-17-11-404-007	41-17-11-452-029
41-17-10-354-003	41-17-10-358-004	41-17-11-404-008	41-17-11-452-030
41-17-10-354-006	41-17-10-358-005	41-17-11-404-009	41-17-11-452-031
41-17-10-354-007	41-17-10-358-006	41-17-11-404-010	41-17-11-452-032
41-17-10-354-008	41-17-10-358-007	41-17-11-404-011	41-17-11-452-033

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-11-453-002	41-17-14-254-002	41-17-14-327-019	41-17-14-401-031
41-17-11-453-003	41-17-14-254-003	41-17-14-327-020	41-17-14-401-037
41-17-11-453-004	41-17-14-254-004	41-17-14-327-023	41-17-14-401-038
41-17-11-453-005	41-17-14-254-005	41-17-14-332-001	41-17-14-402-002
41-17-11-453-006	41-17-14-254-006	41-17-14-332-002	41-17-14-402-005
41-17-11-453-007	41-17-14-254-007	41-17-14-332-003	41-17-14-402-006
41-17-11-453-008	41-17-14-254-008	41-17-14-332-006	41-17-14-402-008
41-17-11-453-009	41-17-14-254-009	41-17-14-332-007	41-17-14-402-011
41-17-11-453-010	41-17-14-254-010	41-17-14-332-008	41-17-14-402-013
41-17-11-453-011	41-17-14-254-011	41-17-14-332-009	41-17-14-402-016
41-17-11-453-012	41-17-14-254-012	41-17-14-332-010	41-17-14-402-017
41-17-11-453-013	41-17-14-254-013	41-17-14-332-011	41-17-14-402-025
41-17-11-453-033	41-17-14-254-014	41-17-14-332-012	41-17-14-402-027
41-17-11-453-036	41-17-14-254-015	41-17-14-332-013	41-17-14-402-029
41-17-11-476-001	41-17-14-254-016	41-17-14-332-014	41-17-14-402-030
41-17-11-476-002	41-17-14-254-017	41-17-14-332-015	41-17-14-402-032
41-17-11-476-005	41-17-14-254-018	41-17-14-332-016	41-17-14-402-035
41-17-11-476-006	41-17-14-254-019	41-17-14-332-017	41-17-14-402-036
41-17-11-476-012	41-17-14-254-020	41-17-14-332-018	41-17-14-402-037
41-17-11-476-013	41-17-14-254-021	41-17-14-332-019	41-17-14-403-001
41-17-11-476-014	41-17-14-254-022	41-17-14-332-020	41-17-14-403-002
41-17-11-476-015	41-17-14-254-023	41-17-14-332-021	41-17-14-403-003
41-17-11-476-016	41-17-14-254-024	41-17-14-401-001	41-17-14-404-001
41-17-11-476-019	41-17-14-254-025	41-17-14-401-002	41-17-14-404-005
41-17-11-476-041	41-17-14-254-026	41-17-14-401-004	41-17-14-404-006
41-17-11-476-042	41-17-14-254-027	41-17-14-401-005	41-17-14-404-007
41-17-11-476-045	41-17-14-254-028	41-17-14-401-006	41-17-14-404-008
41-17-11-477-006	41-17-14-254-029	41-17-14-401-009	41-17-14-404-009
41-17-11-477-007	41-17-14-254-030	41-17-14-401-010	41-17-14-404-010
41-17-11-477-008	41-17-14-254-031	41-17-14-401-011	41-17-14-404-011
41-17-11-477-009	41-17-14-254-032	41-17-14-401-012	41-17-14-404-012
41-17-11-477-010	41-17-14-254-033	41-17-14-401-013	41-17-14-404-013
41-17-11-477-011	41-17-14-254-034	41-17-14-401-014	41-17-14-404-014
41-17-11-477-012	41-17-14-254-035	41-17-14-401-015	41-17-14-404-015
41-17-11-477-031	41-17-14-254-036	41-17-14-401-016	41-17-14-404-016
41-17-11-477-034	41-17-14-254-037	41-17-14-401-017	41-17-14-404-017
41-17-14-179-014	41-17-14-254-038	41-17-14-401-018	41-17-14-404-018
41-17-14-179-015	41-17-14-254-039	41-17-14-401-019	41-17-14-404-019
41-17-14-179-016	41-17-14-254-040	41-17-14-401-020	41-17-14-404-022
41-17-14-179-030	41-17-14-254-041	41-17-14-401-021	41-17-14-404-023
41-17-14-179-031	41-17-14-327-006	41-17-14-401-022	41-17-14-404-024
41-17-14-179-032	41-17-14-327-008	41-17-14-401-023	41-17-14-426-001
41-17-14-179-033	41-17-14-327-009	41-17-14-401-024	41-17-14-426-002
41-17-14-179-034	41-17-14-327-010	41-17-14-401-025	41-17-14-426-003
41-17-14-179-035	41-17-14-327-011	41-17-14-401-026	41-17-14-426-004
41-17-14-179-036	41-17-14-327-012	41-17-14-401-029	41-17-14-426-005
41-17-14-254-001	41-17-14-327-018	41-17-14-401-030	41-17-14-426-006

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-14-426-007	41-17-14-427-015	41-17-14-428-013	41-17-14-429-017
41-17-14-426-008	41-17-14-427-016	41-17-14-428-014	41-17-14-429-018
41-17-14-426-009	41-17-14-427-017	41-17-14-428-015	41-17-14-429-019
41-17-14-426-010	41-17-14-427-018	41-17-14-428-016	41-17-14-429-020
41-17-14-426-011	41-17-14-427-019	41-17-14-428-017	41-17-14-429-021
41-17-14-426-012	41-17-14-427-020	41-17-14-428-018	41-17-14-429-022
41-17-14-426-013	41-17-14-427-021	41-17-14-428-019	41-17-14-429-023
41-17-14-426-014	41-17-14-427-022	41-17-14-428-020	41-17-14-429-024
41-17-14-426-016	41-17-14-427-023	41-17-14-428-021	41-17-14-429-025
41-17-14-426-017	41-17-14-427-024	41-17-14-428-022	41-17-14-429-026
41-17-14-426-018	41-17-14-427-025	41-17-14-428-023	41-17-14-429-027
41-17-14-426-019	41-17-14-427-026	41-17-14-428-024	41-17-14-429-028
41-17-14-426-021	41-17-14-427-027	41-17-14-428-025	41-17-14-429-029
41-17-14-426-022	41-17-14-427-028	41-17-14-428-026	41-17-14-429-030
41-17-14-426-023	41-17-14-427-029	41-17-14-428-027	41-17-14-429-031
41-17-14-426-024	41-17-14-427-030	41-17-14-428-028	41-17-14-429-032
41-17-14-426-025	41-17-14-427-031	41-17-14-428-029	41-17-14-429-033
41-17-14-426-026	41-17-14-427-032	41-17-14-428-030	41-17-14-429-034
41-17-14-426-027	41-17-14-427-033	41-17-14-428-031	41-17-14-429-035
41-17-14-426-028	41-17-14-427-034	41-17-14-428-032	41-17-14-429-036
41-17-14-426-029	41-17-14-427-035	41-17-14-428-033	41-17-14-429-037
41-17-14-426-030	41-17-14-427-036	41-17-14-428-034	41-17-14-429-038
41-17-14-426-031	41-17-14-427-037	41-17-14-428-035	41-17-14-429-039
41-17-14-426-032	41-17-14-427-038	41-17-14-428-036	41-17-14-429-040
41-17-14-426-033	41-17-14-427-039	41-17-14-428-037	41-17-15-226-081
41-17-14-426-034	41-17-14-427-040	41-17-14-428-038	41-17-15-254-002
41-17-14-426-035	41-17-14-427-041	41-17-14-428-039	41-17-15-254-003
41-17-14-426-036	41-17-14-427-042	41-17-14-428-040	41-17-15-254-008
41-17-14-426-037	41-17-14-427-043	41-17-14-428-041	41-17-15-254-009
41-17-14-426-039	41-17-14-427-044	41-17-14-428-042	41-17-15-254-010
41-17-14-426-040	41-17-14-427-045	41-17-14-428-043	41-17-15-254-011
41-17-14-426-041	41-17-14-427-046	41-17-14-429-001	41-17-15-254-012
41-17-14-426-042	41-17-14-427-047	41-17-14-429-002	41-17-15-254-013
41-17-14-427-001	41-17-14-427-048	41-17-14-429-003	41-17-15-254-014
41-17-14-427-002	41-17-14-427-049	41-17-14-429-004	41-17-15-255-002
41-17-14-427-003	41-17-14-428-001	41-17-14-429-005	41-17-15-255-003
41-17-14-427-004	41-17-14-428-002	41-17-14-429-006	41-17-15-255-004
41-17-14-427-005	41-17-14-428-003	41-17-14-429-007	41-17-15-255-005
41-17-14-427-006	41-17-14-428-004	41-17-14-429-008	41-17-15-255-006
41-17-14-427-007	41-17-14-428-005	41-17-14-429-009	41-17-15-255-007
41-17-14-427-008	41-17-14-428-006	41-17-14-429-010	41-17-15-256-002
41-17-14-427-009	41-17-14-428-007	41-17-14-429-011	41-17-15-256-003
41-17-14-427-010	41-17-14-428-008	41-17-14-429-012	41-17-15-256-004
41-17-14-427-011	41-17-14-428-009	41-17-14-429-013	41-17-15-256-005
41-17-14-427-012	41-17-14-428-010	41-17-14-429-014	41-17-15-256-006
41-17-14-427-013	41-17-14-428-011	41-17-14-429-015	41-17-15-256-009
41-17-14-427-014	41-17-14-428-012	41-17-14-429-016	41-17-15-256-010

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-15-256-011	41-17-21-477-007	41-17-22-103-037	41-17-22-127-061
41-17-15-256-012	41-17-21-477-008	41-17-22-103-038	41-17-22-127-062
41-17-15-256-013	41-17-21-477-009	41-17-22-103-039	41-17-22-127-063
41-17-15-276-001	41-17-21-477-010	41-17-22-103-040	41-17-22-127-064
41-17-15-276-002	41-17-21-477-011	41-17-22-103-067	41-17-22-127-065
41-17-15-276-003	41-17-21-477-012	41-17-22-103-068	41-17-22-127-066
41-17-15-276-004	41-17-21-477-013	41-17-22-103-069	41-17-22-127-067
41-17-15-276-005	41-17-21-477-014	41-17-22-103-070	41-17-22-127-068
41-17-15-276-006	41-17-21-477-015	41-17-22-103-071	41-17-22-127-069
41-17-15-276-007	41-17-21-477-016	41-17-22-103-074	41-17-22-128-006
41-17-15-276-008	41-17-21-477-017	41-17-22-103-075	41-17-22-128-007
41-17-15-276-009	41-17-21-477-018	41-17-22-103-076	41-17-22-128-008
41-17-15-276-010	41-17-21-477-019	41-17-22-103-077	41-17-22-128-013
41-17-15-276-011	41-17-21-477-020	41-17-22-103-078	41-17-22-128-017
41-17-15-276-012	41-17-21-477-021	41-17-22-104-027	41-17-22-128-021
41-17-15-276-013	41-17-21-477-022	41-17-22-104-028	41-17-22-129-019
41-17-15-277-001	41-17-21-477-023	41-17-22-104-029	41-17-22-129-020
41-17-15-277-002	41-17-21-478-001	41-17-22-104-030	41-17-22-129-021
41-17-15-277-003	41-17-21-478-002	41-17-22-104-031	41-17-22-129-022
41-17-15-277-004	41-17-21-478-003	41-17-22-104-032	41-17-22-129-023
41-17-15-277-005	41-17-21-478-004	41-17-22-104-033	41-17-22-129-045
41-17-15-277-006	41-17-21-478-005	41-17-22-104-034	41-17-22-129-046
41-17-15-277-007	41-17-21-478-006	41-17-22-104-035	41-17-22-129-047
41-17-15-277-008	41-17-21-478-007	41-17-22-104-036	41-17-22-129-048
41-17-15-277-009	41-17-21-478-008	41-17-22-126-029	41-17-22-129-050
41-17-15-277-010	41-17-21-478-009	41-17-22-126-030	41-17-22-129-053
41-17-15-277-011	41-17-21-478-010	41-17-22-126-031	41-17-22-129-054
41-17-15-277-012	41-17-21-478-011	41-17-22-126-032	41-17-22-129-058
41-17-15-277-013	41-17-21-478-012	41-17-22-126-033	41-17-22-129-059
41-17-21-426-008	41-17-21-478-013	41-17-22-126-034	41-17-22-129-060
41-17-21-476-001	41-17-21-478-014	41-17-22-126-035	41-17-22-129-061
41-17-21-476-002	41-17-21-478-015	41-17-22-126-036	41-17-22-129-062
41-17-21-476-003	41-17-21-478-016	41-17-22-126-037	41-17-22-129-063
41-17-21-476-004	41-17-21-478-017	41-17-22-126-038	41-17-22-130-002
41-17-21-476-005	41-17-21-478-018	41-17-22-126-039	41-17-22-130-003
41-17-21-476-006	41-17-21-478-019	41-17-22-127-030	41-17-22-130-004
41-17-21-476-007	41-17-21-478-020	41-17-22-127-031	41-17-22-130-005
41-17-21-476-008	41-17-21-478-024	41-17-22-127-032	41-17-22-130-006
41-17-21-476-009	41-17-21-478-026	41-17-22-127-033	41-17-22-130-007
41-17-21-476-010	41-17-21-478-028	41-17-22-127-034	41-17-22-130-008
41-17-21-476-011	41-17-22-103-030	41-17-22-127-035	41-17-22-130-009
41-17-21-477-001	41-17-22-103-031	41-17-22-127-036	41-17-22-130-010
41-17-21-477-002	41-17-22-103-032	41-17-22-127-037	41-17-22-130-011
41-17-21-477-003	41-17-22-103-033	41-17-22-127-038	41-17-22-130-012
41-17-21-477-004	41-17-22-103-034	41-17-22-127-039	41-17-22-130-013
41-17-21-477-005	41-17-22-103-035	41-17-22-127-040	41-17-22-130-014
41-17-21-477-006	41-17-22-103-036	41-17-22-127-060	41-17-22-130-015

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-22-130-016	41-17-22-131-006	41-17-22-177-004	41-17-22-202-011
41-17-22-130-017	41-17-22-131-007	41-17-22-177-005	41-17-22-202-012
41-17-22-130-018	41-17-22-132-001	41-17-22-177-006	41-17-22-202-013
41-17-22-130-019	41-17-22-132-004	41-17-22-177-007	41-17-22-202-014
41-17-22-130-020	41-17-22-132-005	41-17-22-201-001	41-17-22-202-015
41-17-22-130-021	41-17-22-132-006	41-17-22-201-002	41-17-22-202-016
41-17-22-130-022	41-17-22-132-008	41-17-22-201-003	41-17-22-202-017
41-17-22-130-023	41-17-22-132-009	41-17-22-201-005	41-17-22-202-018
41-17-22-130-024	41-17-22-132-010	41-17-22-201-006	41-17-22-202-019
41-17-22-130-025	41-17-22-132-011	41-17-22-201-012	41-17-22-202-020
41-17-22-130-026	41-17-22-132-012	41-17-22-201-013	41-17-22-202-021
41-17-22-130-027	41-17-22-132-014	41-17-22-201-015	41-17-22-202-022
41-17-22-130-028	41-17-22-132-015	41-17-22-201-016	41-17-22-202-023
41-17-22-130-029	41-17-22-132-016	41-17-22-201-017	41-17-22-202-024
41-17-22-130-030	41-17-22-132-017	41-17-22-201-018	41-17-22-202-025
41-17-22-130-032	41-17-22-132-018	41-17-22-201-021	41-17-22-202-026
41-17-22-130-033	41-17-22-132-019	41-17-22-201-029	41-17-22-202-027
41-17-22-130-034	41-17-22-132-020	41-17-22-201-030	41-17-22-202-028
41-17-22-130-035	41-17-22-132-021	41-17-22-201-031	41-17-22-202-029
41-17-22-130-036	41-17-22-132-022	41-17-22-201-035	41-17-22-202-030
41-17-22-130-037	41-17-22-132-024	41-17-22-201-036	41-17-22-202-031
41-17-22-130-038	41-17-22-132-025	41-17-22-201-039	41-17-22-202-032
41-17-22-130-039	41-17-22-132-027	41-17-22-201-040	41-17-22-202-033
41-17-22-130-040	41-17-22-132-028	41-17-22-201-041	41-17-22-202-034
41-17-22-130-041	41-17-22-132-029	41-17-22-201-047	41-17-22-202-035
41-17-22-130-042	41-17-22-132-030	41-17-22-201-048	41-17-22-202-036
41-17-22-130-043	41-17-22-132-031	41-17-22-201-049	41-17-22-202-037
41-17-22-130-044	41-17-22-132-032	41-17-22-201-058	41-17-22-202-038
41-17-22-130-045	41-17-22-153-012	41-17-22-201-060	41-17-22-202-039
41-17-22-130-046	41-17-22-153-013	41-17-22-201-061	41-17-22-202-040
41-17-22-130-047	41-17-22-153-014	41-17-22-201-062	41-17-22-202-041
41-17-22-130-048	41-17-22-153-015	41-17-22-201-063	41-17-22-202-042
41-17-22-130-049	41-17-22-153-016	41-17-22-201-066	41-17-22-202-043
41-17-22-130-050	41-17-22-153-017	41-17-22-201-067	41-17-22-202-044
41-17-22-130-051	41-17-22-176-001	41-17-22-201-068	41-17-22-202-045
41-17-22-130-052	41-17-22-176-002	41-17-22-201-069	41-17-22-202-046
41-17-22-130-053	41-17-22-176-003	41-17-22-201-073	41-17-22-202-049
41-17-22-130-054	41-17-22-176-004	41-17-22-201-074	41-17-22-202-056
41-17-22-130-055	41-17-22-176-005	41-17-22-201-075	41-17-22-202-057
41-17-22-130-056	41-17-22-176-006	41-17-22-202-001	41-17-22-202-060
41-17-22-130-057	41-17-22-176-007	41-17-22-202-002	41-17-22-202-061
41-17-22-130-058	41-17-22-176-008	41-17-22-202-003	41-17-22-202-062
41-17-22-131-001	41-17-22-176-009	41-17-22-202-004	41-17-22-226-003
41-17-22-131-002	41-17-22-176-010	41-17-22-202-005	41-17-22-226-004
41-17-22-131-003	41-17-22-177-001	41-17-22-202-006	41-17-22-226-005
41-17-22-131-004	41-17-22-177-002	41-17-22-202-008	41-17-22-226-006
41-17-22-131-005	41-17-22-177-003	41-17-22-202-009	41-17-22-226-009

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-22-226-017	41-17-22-227-052	41-17-22-276-006	41-17-22-327-011
41-17-22-226-030	41-17-22-227-060	41-17-22-276-007	41-17-22-327-012
41-17-22-226-031	41-17-22-227-061	41-17-22-276-008	41-17-22-327-013
41-17-22-226-035	41-17-22-227-062	41-17-22-276-009	41-17-22-327-014
41-17-22-226-037	41-17-22-227-063	41-17-22-276-010	41-17-22-327-015
41-17-22-226-038	41-17-22-227-064	41-17-22-276-011	41-17-22-327-016
41-17-22-226-039	41-17-22-227-065	41-17-22-276-012	41-17-22-327-017
41-17-22-226-040	41-17-22-227-066	41-17-22-301-011	41-17-22-327-018
41-17-22-226-041	41-17-22-227-067	41-17-22-301-012	41-17-22-328-001
41-17-22-226-042	41-17-22-227-070	41-17-22-301-013	41-17-22-328-002
41-17-22-226-043	41-17-22-227-072	41-17-22-301-014	41-17-22-328-003
41-17-22-226-044	41-17-22-227-076	41-17-22-301-015	41-17-22-328-004
41-17-22-226-045	41-17-22-227-079	41-17-22-301-016	41-17-22-328-005
41-17-22-226-046	41-17-22-227-082	41-17-22-301-017	41-17-22-328-006
41-17-22-226-050	41-17-22-227-083	41-17-22-301-018	41-17-22-328-007
41-17-22-226-052	41-17-22-227-087	41-17-22-301-019	41-17-22-328-008
41-17-22-226-053	41-17-22-227-088	41-17-22-301-020	41-17-22-328-009
41-17-22-226-054	41-17-22-227-089	41-17-22-301-021	41-17-22-328-010
41-17-22-226-055	41-17-22-227-096	41-17-22-301-022	41-17-22-328-011
41-17-22-226-056	41-17-22-227-099	41-17-22-301-023	41-17-22-328-012
41-17-22-226-057	41-17-22-227-102	41-17-22-301-024	41-17-22-328-013
41-17-22-226-058	41-17-22-228-003	41-17-22-301-025	41-17-22-328-014
41-17-22-226-059	41-17-22-228-010	41-17-22-301-026	41-17-22-328-015
41-17-22-226-060	41-17-22-228-011	41-17-22-301-027	41-17-22-328-016
41-17-22-226-061	41-17-22-228-012	41-17-22-301-028	41-17-22-328-017
41-17-22-227-004	41-17-22-228-013	41-17-22-301-029	41-17-22-328-018
41-17-22-227-005	41-17-22-228-017	41-17-22-302-015	41-17-22-328-019
41-17-22-227-020	41-17-22-228-020	41-17-22-302-016	41-17-22-328-020
41-17-22-227-021	41-17-22-228-025	41-17-22-303-002	41-17-22-328-023
41-17-22-227-022	41-17-22-228-026	41-17-22-303-003	41-17-22-328-024
41-17-22-227-026	41-17-22-228-027	41-17-22-303-004	41-17-22-351-001
41-17-22-227-027	41-17-22-228-028	41-17-22-326-001	41-17-22-351-002
41-17-22-227-028	41-17-22-228-029	41-17-22-326-002	41-17-22-351-003
41-17-22-227-029	41-17-22-228-030	41-17-22-326-003	41-17-22-351-004
41-17-22-227-030	41-17-22-228-063	41-17-22-326-004	41-17-22-351-005
41-17-22-227-031	41-17-22-228-068	41-17-22-326-005	41-17-22-351-006
41-17-22-227-032	41-17-22-228-078	41-17-22-326-006	41-17-22-351-007
41-17-22-227-033	41-17-22-228-102	41-17-22-327-001	41-17-22-351-008
41-17-22-227-034	41-17-22-228-103	41-17-22-327-002	41-17-22-351-010
41-17-22-227-038	41-17-22-228-104	41-17-22-327-003	41-17-22-351-011
41-17-22-227-041	41-17-22-228-105	41-17-22-327-004	41-17-22-351-012
41-17-22-227-046	41-17-22-228-109	41-17-22-327-005	41-17-22-351-013
41-17-22-227-047	41-17-22-251-015	41-17-22-327-006	41-17-22-351-014
41-17-22-227-048	41-17-22-276-002	41-17-22-327-007	41-17-22-351-015
41-17-22-227-049	41-17-22-276-003	41-17-22-327-008	41-17-22-351-016
41-17-22-227-050	41-17-22-276-004	41-17-22-327-009	41-17-22-351-017
41-17-22-227-051	41-17-22-276-005	41-17-22-327-010	41-17-22-351-018

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-22-351-021	41-17-22-354-057	41-17-22-377-005	41-17-22-379-023
41-17-22-351-022	41-17-22-354-058	41-17-22-377-006	41-17-22-379-024
41-17-22-351-026	41-17-22-354-065	41-17-22-377-007	41-17-22-379-025
41-17-22-351-027	41-17-22-354-067	41-17-22-377-008	41-17-22-379-026
41-17-22-352-001	41-17-22-374-002	41-17-22-377-009	41-17-22-379-028
41-17-22-352-002	41-17-22-374-003	41-17-22-377-010	41-17-22-379-029
41-17-22-352-003	41-17-22-374-004	41-17-22-377-011	41-17-22-380-004
41-17-22-352-004	41-17-22-374-005	41-17-22-377-012	41-17-22-380-005
41-17-22-352-005	41-17-22-374-006	41-17-22-377-013	41-17-22-380-006
41-17-22-352-007	41-17-22-374-007	41-17-22-377-017	41-17-22-380-007
41-17-22-352-008	41-17-22-374-008	41-17-22-377-018	41-17-22-380-008
41-17-22-352-009	41-17-22-374-009	41-17-22-377-019	41-17-22-380-010
41-17-22-352-010	41-17-22-376-001	41-17-22-377-020	41-17-22-380-011
41-17-22-352-011	41-17-22-376-002	41-17-22-377-021	41-17-22-380-012
41-17-22-352-012	41-17-22-376-003	41-17-22-377-023	41-17-22-380-015
41-17-22-352-013	41-17-22-376-004	41-17-22-377-024	41-17-22-380-019
41-17-22-352-015	41-17-22-376-005	41-17-22-377-029	41-17-22-380-020
41-17-22-353-001	41-17-22-376-006	41-17-22-377-030	41-17-22-381-001
41-17-22-353-002	41-17-22-376-007	41-17-22-377-031	41-17-22-381-002
41-17-22-353-003	41-17-22-376-008	41-17-22-377-032	41-17-22-381-003
41-17-22-353-004	41-17-22-376-009	41-17-22-377-035	41-17-22-381-004
41-17-22-353-005	41-17-22-376-010	41-17-22-377-036	41-17-22-381-005
41-17-22-353-006	41-17-22-376-011	41-17-22-378-001	41-17-22-381-006
41-17-22-353-007	41-17-22-376-012	41-17-22-378-002	41-17-22-381-008
41-17-22-353-008	41-17-22-376-013	41-17-22-378-003	41-17-22-381-009
41-17-22-353-009	41-17-22-376-014	41-17-22-378-004	41-17-22-381-010
41-17-22-353-010	41-17-22-376-015	41-17-22-378-005	41-17-22-381-011
41-17-22-353-011	41-17-22-376-016	41-17-22-378-006	41-17-22-381-012
41-17-22-353-012	41-17-22-376-017	41-17-22-378-008	41-17-22-381-013
41-17-22-353-013	41-17-22-376-018	41-17-22-378-009	41-17-22-382-001
41-17-22-353-014	41-17-22-376-019	41-17-22-378-010	41-17-22-382-002
41-17-22-353-015	41-17-22-376-020	41-17-22-378-011	41-17-22-382-003
41-17-22-353-016	41-17-22-376-021	41-17-22-379-001	41-17-22-382-004
41-17-22-354-002	41-17-22-376-022	41-17-22-379-003	41-17-22-382-005
41-17-22-354-006	41-17-22-376-023	41-17-22-379-004	41-17-22-382-006
41-17-22-354-007	41-17-22-376-024	41-17-22-379-005	41-17-22-382-007
41-17-22-354-008	41-17-22-376-025	41-17-22-379-011	41-17-22-382-008
41-17-22-354-009	41-17-22-376-026	41-17-22-379-012	41-17-22-382-009
41-17-22-354-010	41-17-22-376-027	41-17-22-379-013	41-17-22-382-010
41-17-22-354-012	41-17-22-376-028	41-17-22-379-014	41-17-22-382-011
41-17-22-354-013	41-17-22-376-029	41-17-22-379-015	41-17-22-382-012
41-17-22-354-014	41-17-22-376-030	41-17-22-379-016	41-17-22-382-013
41-17-22-354-015	41-17-22-376-031	41-17-22-379-017	41-17-22-382-014
41-17-22-354-016	41-17-22-376-032	41-17-22-379-019	41-17-22-382-015
41-17-22-354-052	41-17-22-376-033	41-17-22-379-020	41-17-22-382-016
41-17-22-354-053	41-17-22-376-035	41-17-22-379-021	41-17-22-382-017
41-17-22-354-054	41-17-22-377-001	41-17-22-379-022	41-17-22-382-018

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-22-382-019	41-17-22-452-002	41-17-23-154-030	41-17-23-177-025
41-17-22-401-001	41-17-22-452-003	41-17-23-168-008	41-17-23-177-026
41-17-22-401-002	41-17-22-452-004	41-17-23-176-001	41-17-23-177-027
41-17-22-401-003	41-17-22-452-007	41-17-23-176-002	41-17-23-177-028
41-17-22-402-001	41-17-22-452-008	41-17-23-176-003	41-17-23-177-029
41-17-22-402-002	41-17-22-452-010	41-17-23-176-004	41-17-23-177-030
41-17-22-402-005	41-17-22-452-011	41-17-23-176-005	41-17-23-177-031
41-17-22-402-008	41-17-22-452-012	41-17-23-176-007	41-17-23-177-032
41-17-22-403-009	41-17-22-452-015	41-17-23-176-008	41-17-23-177-033
41-17-22-404-002	41-17-22-452-016	41-17-23-176-009	41-17-23-178-002
41-17-22-404-003	41-17-22-455-014	41-17-23-176-011	41-17-23-178-003
41-17-22-404-004	41-17-22-456-002	41-17-23-176-012	41-17-23-178-004
41-17-22-428-003	41-17-22-456-003	41-17-23-176-015	41-17-23-178-005
41-17-22-428-004	41-17-22-456-004	41-17-23-176-016	41-17-23-178-008
41-17-22-428-005	41-17-22-456-005	41-17-23-176-017	41-17-23-178-009
41-17-22-428-012	41-17-22-456-006	41-17-23-176-018	41-17-23-178-010
41-17-22-429-002	41-17-22-456-007	41-17-23-176-019	41-17-23-178-012
41-17-22-429-003	41-17-22-456-013	41-17-23-176-020	41-17-23-178-013
41-17-22-429-004	41-17-22-456-014	41-17-23-176-021	41-17-23-178-014
41-17-22-429-005	41-17-22-456-015	41-17-23-176-023	41-17-23-178-020
41-17-22-429-006	41-17-22-456-017	41-17-23-176-024	41-17-23-178-021
41-17-22-429-007	41-17-22-456-020	41-17-23-176-025	41-17-23-178-022
41-17-22-451-002	41-17-22-476-033	41-17-23-176-026	41-17-23-178-023
41-17-22-451-003	41-17-22-476-034	41-17-23-176-027	41-17-23-178-024
41-17-22-451-004	41-17-23-154-001	41-17-23-176-028	41-17-23-178-025
41-17-22-451-005	41-17-23-154-002	41-17-23-176-029	41-17-23-178-026
41-17-22-451-015	41-17-23-154-003	41-17-23-176-031	41-17-23-178-027
41-17-22-451-016	41-17-23-154-004	41-17-23-176-033	41-17-23-178-028
41-17-22-451-017	41-17-23-154-005	41-17-23-176-034	41-17-23-178-029
41-17-22-451-028	41-17-23-154-006	41-17-23-177-001	41-17-23-178-033
41-17-22-451-029	41-17-23-154-007	41-17-23-177-002	41-17-23-178-034
41-17-22-451-030	41-17-23-154-008	41-17-23-177-003	41-17-23-178-035
41-17-22-451-032	41-17-23-154-009	41-17-23-177-004	41-17-23-178-037
41-17-22-451-033	41-17-23-154-010	41-17-23-177-005	41-17-23-178-038
41-17-22-451-035	41-17-23-154-011	41-17-23-177-006	41-17-23-178-039
41-17-22-451-036	41-17-23-154-013	41-17-23-177-007	41-17-23-178-040
41-17-22-451-037	41-17-23-154-014	41-17-23-177-008	41-17-23-179-001
41-17-22-451-038	41-17-23-154-015	41-17-23-177-009	41-17-23-179-002
41-17-22-451-039	41-17-23-154-016	41-17-23-177-010	41-17-23-179-003
41-17-22-451-040	41-17-23-154-018	41-17-23-177-011	41-17-23-179-006
41-17-22-451-041	41-17-23-154-019	41-17-23-177-012	41-17-23-179-007
41-17-22-451-043	41-17-23-154-020	41-17-23-177-016	41-17-23-179-010
41-17-22-451-044	41-17-23-154-023	41-17-23-177-017	41-17-23-179-011
41-17-22-451-045	41-17-23-154-026	41-17-23-177-018	41-17-23-179-012
41-17-22-451-047	41-17-23-154-027	41-17-23-177-019	41-17-23-179-013
41-17-22-451-048	41-17-23-154-028	41-17-23-177-021	41-17-23-179-017
41-17-22-451-049	41-17-23-154-029	41-17-23-177-022	41-17-23-179-018

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-23-179-019	41-17-23-211-010	41-17-23-251-005	41-17-23-253-025
41-17-23-179-020	41-17-23-226-002	41-17-23-251-006	41-17-23-253-026
41-17-23-179-022	41-17-23-226-019	41-17-23-251-007	41-17-23-253-027
41-17-23-179-024	41-17-23-226-020	41-17-23-251-008	41-17-23-253-028
41-17-23-179-025	41-17-23-226-021	41-17-23-251-009	41-17-23-253-029
41-17-23-179-028	41-17-23-226-022	41-17-23-251-010	41-17-23-253-031
41-17-23-179-029	41-17-23-226-023	41-17-23-251-011	41-17-23-256-001
41-17-23-179-030	41-17-23-226-024	41-17-23-251-012	41-17-23-256-002
41-17-23-179-031	41-17-23-226-025	41-17-23-251-013	41-17-23-256-003
41-17-23-179-032	41-17-23-226-026	41-17-23-251-014	41-17-23-256-004
41-17-23-179-033	41-17-23-226-027	41-17-23-251-015	41-17-23-256-005
41-17-23-179-034	41-17-23-226-028	41-17-23-252-001	41-17-23-256-006
41-17-23-180-002	41-17-23-226-029	41-17-23-252-002	41-17-23-256-007
41-17-23-180-003	41-17-23-226-030	41-17-23-252-003	41-17-23-256-008
41-17-23-180-004	41-17-23-226-031	41-17-23-252-004	41-17-23-256-009
41-17-23-180-005	41-17-23-226-032	41-17-23-252-005	41-17-23-256-010
41-17-23-180-006	41-17-23-226-033	41-17-23-252-006	41-17-23-256-011
41-17-23-180-007	41-17-23-226-034	41-17-23-252-007	41-17-23-256-012
41-17-23-180-008	41-17-23-226-035	41-17-23-252-008	41-17-23-257-001
41-17-23-180-009	41-17-23-226-036	41-17-23-252-009	41-17-23-257-002
41-17-23-180-010	41-17-23-226-037	41-17-23-252-010	41-17-23-257-003
41-17-23-180-011	41-17-23-226-045	41-17-23-252-011	41-17-23-257-004
41-17-23-180-012	41-17-23-226-046	41-17-23-252-013	41-17-23-257-005
41-17-23-180-013	41-17-23-226-058	41-17-23-252-014	41-17-23-257-006
41-17-23-180-016	41-17-23-227-001	41-17-23-252-015	41-17-23-257-007
41-17-23-180-017	41-17-23-227-002	41-17-23-252-016	41-17-23-257-008
41-17-23-205-009	41-17-23-227-003	41-17-23-252-017	41-17-23-257-009
41-17-23-205-010	41-17-23-227-006	41-17-23-252-018	41-17-23-257-010
41-17-23-210-001	41-17-23-227-007	41-17-23-252-019	41-17-23-257-011
41-17-23-210-002	41-17-23-227-008	41-17-23-252-020	41-17-23-257-012
41-17-23-210-003	41-17-23-227-009	41-17-23-252-021	41-17-23-276-002
41-17-23-210-004	41-17-23-227-012	41-17-23-252-022	41-17-23-276-003
41-17-23-210-005	41-17-23-227-013	41-17-23-252-023	41-17-23-276-004
41-17-23-210-006	41-17-23-227-016	41-17-23-252-024	41-17-23-276-005
41-17-23-210-007	41-17-23-227-017	41-17-23-252-029	41-17-23-276-006
41-17-23-210-008	41-17-23-227-018	41-17-23-252-030	41-17-23-276-007
41-17-23-210-009	41-17-23-227-019	41-17-23-252-031	41-17-23-276-008
41-17-23-210-010	41-17-23-227-023	41-17-23-252-032	41-17-23-276-009
41-17-23-211-001	41-17-23-227-024	41-17-23-253-006	41-17-23-276-010
41-17-23-211-002	41-17-23-227-025	41-17-23-253-007	41-17-23-276-011
41-17-23-211-003	41-17-23-227-027	41-17-23-253-008	41-17-23-276-012
41-17-23-211-004	41-17-23-227-094	41-17-23-253-009	41-17-23-276-013
41-17-23-211-005	41-17-23-227-094	41-17-23-253-012	41-17-23-276-014
41-17-23-211-006	41-17-23-227-095	41-17-23-253-013	41-17-23-276-015
41-17-23-211-007	41-17-23-251-002	41-17-23-253-014	41-17-23-276-016
41-17-23-211-008	41-17-23-251-003	41-17-23-253-023	41-17-23-276-017
41-17-23-211-009	41-17-23-251-004	41-17-23-253-024	41-17-23-276-018

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-23-276-019	41-17-23-280-008	41-17-23-303-027	41-17-23-327-022
41-17-23-276-020	41-17-23-280-009	41-17-23-303-028	41-17-23-327-023
41-17-23-276-021	41-17-23-280-010	41-17-23-303-029	41-17-23-327-024
41-17-23-276-022	41-17-23-280-011	41-17-23-303-030	41-17-23-327-025
41-17-23-276-024	41-17-23-280-012	41-17-23-303-031	41-17-23-327-026
41-17-23-279-003	41-17-23-280-013	41-17-23-303-032	41-17-23-327-027
41-17-23-279-004	41-17-23-280-014	41-17-23-303-037	41-17-23-327-028
41-17-23-279-005	41-17-23-280-015	41-17-23-303-038	41-17-23-327-029
41-17-23-279-006	41-17-23-280-016	41-17-23-303-047	41-17-23-327-030
41-17-23-279-007	41-17-23-280-017	41-17-23-326-002	41-17-23-327-031
41-17-23-279-008	41-17-23-280-018	41-17-23-326-003	41-17-23-327-032
41-17-23-279-009	41-17-23-280-019	41-17-23-326-004	41-17-23-327-033
41-17-23-279-010	41-17-23-280-020	41-17-23-326-005	41-17-23-327-034
41-17-23-279-011	41-17-23-280-021	41-17-23-326-006	41-17-23-327-035
41-17-23-279-012	41-17-23-280-022	41-17-23-326-007	41-17-23-327-036
41-17-23-279-013	41-17-23-280-023	41-17-23-326-008	41-17-23-327-037
41-17-23-279-014	41-17-23-280-024	41-17-23-326-009	41-17-23-327-038
41-17-23-279-015	41-17-23-280-025	41-17-23-326-010	41-17-23-327-039
41-17-23-279-016	41-17-23-280-026	41-17-23-326-011	41-17-23-328-002
41-17-23-279-017	41-17-23-280-027	41-17-23-326-012	41-17-23-328-003
41-17-23-279-018	41-17-23-280-028	41-17-23-326-013	41-17-23-328-004
41-17-23-279-019	41-17-23-280-029	41-17-23-326-014	41-17-23-328-005
41-17-23-279-020	41-17-23-280-030	41-17-23-326-015	41-17-23-328-006
41-17-23-279-021	41-17-23-280-031	41-17-23-326-016	41-17-23-328-007
41-17-23-279-022	41-17-23-280-032	41-17-23-326-017	41-17-23-328-008
41-17-23-279-023	41-17-23-280-033	41-17-23-326-018	41-17-23-328-009
41-17-23-279-024	41-17-23-280-034	41-17-23-327-001	41-17-23-328-010
41-17-23-279-025	41-17-23-280-035	41-17-23-327-002	41-17-23-328-011
41-17-23-279-026	41-17-23-280-036	41-17-23-327-003	41-17-23-328-012
41-17-23-279-027	41-17-23-280-037	41-17-23-327-004	41-17-23-328-013
41-17-23-279-028	41-17-23-280-038	41-17-23-327-005	41-17-23-328-014
41-17-23-279-029	41-17-23-280-039	41-17-23-327-006	41-17-23-328-015
41-17-23-279-030	41-17-23-302-018	41-17-23-327-007	41-17-23-328-016
41-17-23-279-031	41-17-23-302-019	41-17-23-327-008	41-17-23-328-017
41-17-23-279-032	41-17-23-303-004	41-17-23-327-009	41-17-23-328-018
41-17-23-279-033	41-17-23-303-005	41-17-23-327-010	41-17-23-328-019
41-17-23-279-034	41-17-23-303-006	41-17-23-327-011	41-17-23-328-019
41-17-23-279-035	41-17-23-303-007	41-17-23-327-012	41-17-23-328-020
41-17-23-279-036	41-17-23-303-008	41-17-23-327-013	41-17-23-328-021
41-17-23-279-037	41-17-23-303-012	41-17-23-327-014	41-17-23-328-022
41-17-23-280-001	41-17-23-303-013	41-17-23-327-015	41-17-23-328-023
41-17-23-280-002	41-17-23-303-014	41-17-23-327-016	41-17-23-328-024
41-17-23-280-003	41-17-23-303-019	41-17-23-327-017	41-17-23-328-025
41-17-23-280-004	41-17-23-303-021	41-17-23-327-018	41-17-23-328-026
41-17-23-280-005	41-17-23-303-022	41-17-23-327-019	41-17-23-328-027
41-17-23-280-006	41-17-23-303-025	41-17-23-327-020	41-17-23-328-028
41-17-23-280-007	41-17-23-303-026	41-17-23-327-021	41-17-23-328-029

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-23-328-030	41-17-23-330-004	41-17-23-352-018	41-17-23-355-006
41-17-23-328-031	41-17-23-330-005	41-17-23-353-001	41-17-23-355-007
41-17-23-328-032	41-17-23-330-006	41-17-23-353-002	41-17-23-355-008
41-17-23-328-033	41-17-23-330-007	41-17-23-353-003	41-17-23-355-009
41-17-23-328-034	41-17-23-330-008	41-17-23-353-004	41-17-23-355-010
41-17-23-328-035	41-17-23-330-009	41-17-23-353-005	41-17-23-355-011
41-17-23-328-036	41-17-23-330-010	41-17-23-353-006	41-17-23-355-012
41-17-23-328-037	41-17-23-330-011	41-17-23-353-007	41-17-23-355-013
41-17-23-328-048	41-17-23-330-012	41-17-23-353-010	41-17-23-355-014
41-17-23-328-050	41-17-23-330-013	41-17-23-353-011	41-17-23-355-037
41-17-23-328-051	41-17-23-330-014	41-17-23-353-012	41-17-23-355-052
41-17-23-329-001	41-17-23-330-015	41-17-23-354-003	41-17-23-377-005
41-17-23-329-002	41-17-23-330-016	41-17-23-354-006	41-17-23-377-006
41-17-23-329-003	41-17-23-330-017	41-17-23-354-007	41-17-23-377-007
41-17-23-329-004	41-17-23-351-002	41-17-23-354-008	41-17-23-377-008
41-17-23-329-005	41-17-23-351-003	41-17-23-354-009	41-17-23-377-009
41-17-23-329-006	41-17-23-351-004	41-17-23-354-010	41-17-23-377-010
41-17-23-329-007	41-17-23-351-005	41-17-23-354-011	41-17-23-377-011
41-17-23-329-008	41-17-23-351-006	41-17-23-354-012	41-17-23-377-012
41-17-23-329-009	41-17-23-351-007	41-17-23-354-013	41-17-23-377-013
41-17-23-329-010	41-17-23-351-008	41-17-23-354-014	41-17-23-377-014
41-17-23-329-011	41-17-23-351-009	41-17-23-354-015	41-17-23-378-001
41-17-23-329-012	41-17-23-351-010	41-17-23-354-016	41-17-23-378-002
41-17-23-329-013	41-17-23-351-011	41-17-23-354-017	41-17-23-378-003
41-17-23-329-014	41-17-23-351-012	41-17-23-354-018	41-17-23-378-004
41-17-23-329-015	41-17-23-351-013	41-17-23-354-019	41-17-23-378-005
41-17-23-329-016	41-17-23-351-015	41-17-23-354-021	41-17-23-378-006
41-17-23-329-017	41-17-23-351-016	41-17-23-354-022	41-17-23-378-007
41-17-23-329-018	41-17-23-351-017	41-17-23-354-023	41-17-23-378-008
41-17-23-329-019	41-17-23-351-018	41-17-23-354-024	41-17-23-378-009
41-17-23-329-020	41-17-23-352-001	41-17-23-354-025	41-17-23-378-010
41-17-23-329-022	41-17-23-352-002	41-17-23-354-026	41-17-23-378-022
41-17-23-329-023	41-17-23-352-003	41-17-23-354-027	41-17-23-378-023
41-17-23-329-024	41-17-23-352-004	41-17-23-354-028	41-17-23-378-024
41-17-23-329-025	41-17-23-352-005	41-17-23-354-029	41-17-23-378-025
41-17-23-329-026	41-17-23-352-006	41-17-23-354-030	41-17-23-378-026
41-17-23-329-027	41-17-23-352-007	41-17-23-354-031	41-17-23-378-027
41-17-23-329-028	41-17-23-352-008	41-17-23-354-032	41-17-23-378-028
41-17-23-329-029	41-17-23-352-009	41-17-23-354-034	41-17-23-378-029
41-17-23-329-030	41-17-23-352-010	41-17-23-354-039	41-17-23-378-030
41-17-23-329-031	41-17-23-352-011	41-17-23-354-040	41-17-23-378-031
41-17-23-329-032	41-17-23-352-012	41-17-23-354-041	41-17-23-379-001
41-17-23-329-033	41-17-23-352-013	41-17-23-354-042	41-17-23-379-002
41-17-23-329-034	41-17-23-352-014	41-17-23-355-002	41-17-23-379-003
41-17-23-329-035	41-17-23-352-015	41-17-23-355-003	41-17-23-379-004
41-17-23-330-001	41-17-23-352-016	41-17-23-355-004	41-17-23-379-005
41-17-23-330-003	41-17-23-352-017	41-17-23-355-005	41-17-23-379-006

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-23-379-007	41-17-23-402-024	41-17-23-404-017	41-17-23-426-027
41-17-23-379-008	41-17-23-402-025	41-17-23-404-020	41-17-23-426-028
41-17-23-379-009	41-17-23-402-026	41-17-23-404-021	41-17-23-426-029
41-17-23-379-010	41-17-23-402-028	41-17-23-404-022	41-17-23-426-030
41-17-23-401-001	41-17-23-402-029	41-17-23-404-023	41-17-23-426-031
41-17-23-401-002	41-17-23-402-030	41-17-23-404-024	41-17-23-426-032
41-17-23-401-003	41-17-23-402-031	41-17-23-404-026	41-17-23-426-033
41-17-23-401-004	41-17-23-402-032	41-17-23-404-027	41-17-23-426-034
41-17-23-401-005	41-17-23-402-033	41-17-23-404-028	41-17-23-426-035
41-17-23-401-006	41-17-23-402-034	41-17-23-404-029	41-17-23-426-036
41-17-23-401-007	41-17-23-402-035	41-17-23-404-031	41-17-23-426-037
41-17-23-401-008	41-17-23-402-036	41-17-23-404-032	41-17-23-426-042
41-17-23-401-009	41-17-23-402-037	41-17-23-404-033	41-17-23-426-043
41-17-23-401-010	41-17-23-403-001	41-17-23-404-034	41-17-23-426-045
41-17-23-401-011	41-17-23-403-002	41-17-23-404-035	41-17-23-427-001
41-17-23-401-012	41-17-23-403-003	41-17-23-404-036	41-17-23-427-002
41-17-23-401-013	41-17-23-403-004	41-17-23-404-037	41-17-23-427-003
41-17-23-401-014	41-17-23-403-005	41-17-23-404-038	41-17-23-427-004
41-17-23-401-015	41-17-23-403-006	41-17-23-404-039	41-17-23-427-005
41-17-23-401-016	41-17-23-403-007	41-17-23-404-040	41-17-23-427-006
41-17-23-401-017	41-17-23-403-008	41-17-23-404-041	41-17-23-427-007
41-17-23-401-018	41-17-23-403-009	41-17-23-404-043	41-17-23-427-008
41-17-23-401-019	41-17-23-403-010	41-17-23-404-044	41-17-23-427-009
41-17-23-401-020	41-17-23-403-011	41-17-23-426-001	41-17-23-427-010
41-17-23-402-001	41-17-23-403-012	41-17-23-426-002	41-17-23-427-011
41-17-23-402-002	41-17-23-403-013	41-17-23-426-003	41-17-23-427-012
41-17-23-402-003	41-17-23-403-014	41-17-23-426-004	41-17-23-427-013
41-17-23-402-004	41-17-23-403-015	41-17-23-426-005	41-17-23-427-014
41-17-23-402-005	41-17-23-403-016	41-17-23-426-006	41-17-23-427-015
41-17-23-402-006	41-17-23-403-017	41-17-23-426-007	41-17-23-427-016
41-17-23-402-007	41-17-23-403-018	41-17-23-426-008	41-17-23-427-017
41-17-23-402-008	41-17-23-403-019	41-17-23-426-009	41-17-23-428-003
41-17-23-402-009	41-17-23-404-001	41-17-23-426-010	41-17-23-476-002
41-17-23-402-010	41-17-23-404-002	41-17-23-426-011	41-17-23-476-003
41-17-23-402-011	41-17-23-404-003	41-17-23-426-012	41-17-23-476-015
41-17-23-402-012	41-17-23-404-004	41-17-23-426-013	41-17-23-476-016
41-17-23-402-013	41-17-23-404-005	41-17-23-426-014	41-17-23-476-017
41-17-23-402-014	41-17-23-404-006	41-17-23-426-015	41-17-23-476-018
41-17-23-402-015	41-17-23-404-007	41-17-23-426-016	41-17-23-476-042
41-17-23-402-016	41-17-23-404-008	41-17-23-426-017	41-17-25-451-001
41-17-23-402-017	41-17-23-404-009	41-17-23-426-018	41-17-25-451-013
41-17-23-402-018	41-17-23-404-011	41-17-23-426-021	41-17-25-451-014
41-17-23-402-019	41-17-23-404-012	41-17-23-426-022	41-17-25-451-015
41-17-23-402-020	41-17-23-404-013	41-17-23-426-023	41-17-25-451-016
41-17-23-402-021	41-17-23-404-014	41-17-23-426-024	41-17-25-451-017
41-17-23-402-022	41-17-23-404-014	41-17-23-426-025	41-17-25-451-018
41-17-23-402-023	41-17-23-404-016	41-17-23-426-026	41-17-25-451-019

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-25-451-020	41-17-25-454-010	41-17-25-476-030	41-17-26-154-005
41-17-25-451-025	41-17-25-454-011	41-17-25-477-019	41-17-26-154-008
41-17-25-451-029	41-17-25-454-012	41-17-25-477-032	41-17-26-154-009
41-17-25-451-031	41-17-25-454-013	41-17-26-101-037	41-17-26-154-010
41-17-25-451-034	41-17-25-454-014	41-17-26-101-039	41-17-26-154-012
41-17-25-452-001	41-17-25-454-015	41-17-26-101-040	41-17-26-154-013
41-17-25-452-005	41-17-25-454-016	41-17-26-101-041	41-17-26-154-014
41-17-25-452-006	41-17-25-454-017	41-17-26-101-042	41-17-26-154-015
41-17-25-452-007	41-17-25-454-020	41-17-26-101-043	41-17-26-154-017
41-17-25-452-008	41-17-25-454-021	41-17-26-101-044	41-17-26-154-018
41-17-25-452-009	41-17-25-454-022	41-17-26-101-045	41-17-26-154-019
41-17-25-452-011	41-17-25-454-023	41-17-26-101-046	41-17-26-154-022
41-17-25-452-012	41-17-25-454-024	41-17-26-101-047	41-17-26-154-023
41-17-25-452-014	41-17-25-454-025	41-17-26-101-078	41-17-26-154-024
41-17-25-452-015	41-17-25-454-026	41-17-26-151-006	41-17-26-154-025
41-17-25-452-017	41-17-25-455-003	41-17-26-151-006	41-17-26-154-026
41-17-25-452-018	41-17-25-455-004	41-17-26-151-007	41-17-26-154-027
41-17-25-452-019	41-17-25-455-005	41-17-26-151-007	41-17-26-154-028
41-17-25-452-021	41-17-25-455-006	41-17-26-151-010	41-17-26-155-001
41-17-25-452-022	41-17-25-455-007	41-17-26-151-010	41-17-26-155-002
41-17-25-452-025	41-17-25-455-008	41-17-26-151-011	41-17-26-155-005
41-17-25-453-001	41-17-25-455-009	41-17-26-151-011	41-17-26-156-003
41-17-25-453-002	41-17-25-455-010	41-17-26-151-013	41-17-26-156-004
41-17-25-453-003	41-17-25-455-012	41-17-26-151-014	41-17-26-156-005
41-17-25-453-004	41-17-25-455-015	41-17-26-151-015	41-17-26-156-006
41-17-25-453-005	41-17-25-455-016	41-17-26-151-016	41-17-26-156-007
41-17-25-453-006	41-17-25-455-017	41-17-26-151-017	41-17-26-156-008
41-17-25-453-007	41-17-25-455-020	41-17-26-151-018	41-17-26-156-011
41-17-25-453-012	41-17-25-455-021	41-17-26-151-019	41-17-26-156-012
41-17-25-453-013	41-17-25-455-022	41-17-26-151-021	41-17-26-156-013
41-17-25-453-014	41-17-25-455-024	41-17-26-151-021	41-17-26-156-014
41-17-25-453-015	41-17-25-455-025	41-17-26-151-022	41-17-26-156-015
41-17-25-453-016	41-17-25-455-026	41-17-26-152-001	41-17-26-156-016
41-17-25-453-017	41-17-25-455-027	41-17-26-152-002	41-17-26-156-020
41-17-25-453-018	41-17-25-455-028	41-17-26-152-003	41-17-26-156-021
41-17-25-453-019	41-17-25-455-029	41-17-26-152-004	41-17-26-156-023
41-17-25-453-021	41-17-25-476-007	41-17-26-152-005	41-17-26-156-024
41-17-25-453-022	41-17-25-476-009	41-17-26-152-006	41-17-26-156-025
41-17-25-453-028	41-17-25-476-010	41-17-26-152-007	41-17-26-156-026
41-17-25-453-030	41-17-25-476-012	41-17-26-152-008	41-17-26-156-027
41-17-25-454-001	41-17-25-476-019	41-17-26-152-009	41-17-26-156-028
41-17-25-454-002	41-17-25-476-021	41-17-26-152-010	41-17-26-156-029
41-17-25-454-003	41-17-25-476-022	41-17-26-153-001	41-17-26-156-030
41-17-25-454-004	41-17-25-476-023	41-17-26-153-002	41-17-26-156-031
41-17-25-454-007	41-17-25-476-027	41-17-26-153-003	41-17-26-156-032
41-17-25-454-008	41-17-25-476-028	41-17-26-154-003	41-17-26-157-002
41-17-25-454-009	41-17-25-476-029	41-17-26-154-004	41-17-26-157-003

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-26-157-004	41-17-26-302-016	41-17-26-305-005	41-17-27-110-003
41-17-26-157-005	41-17-26-302-017	41-17-26-305-006	41-17-27-110-004
41-17-26-157-006	41-17-26-302-018	41-17-26-305-007	41-17-27-110-005
41-17-26-157-011	41-17-26-302-019	41-17-26-305-008	41-17-27-110-006
41-17-26-157-012	41-17-26-302-020	41-17-26-305-009	41-17-27-110-007
41-17-26-157-013	41-17-26-302-021	41-17-26-305-010	41-17-27-110-008
41-17-26-157-014	41-17-26-302-022	41-17-26-305-011	41-17-27-110-009
41-17-26-301-001	41-17-26-302-023	41-17-26-305-012	41-17-27-110-010
41-17-26-301-008	41-17-26-302-024	41-17-26-305-013	41-17-27-110-011
41-17-26-301-009	41-17-26-302-025	41-17-26-305-014	41-17-27-110-012
41-17-26-301-010	41-17-26-302-026	41-17-26-305-015	41-17-27-110-013
41-17-26-301-011	41-17-26-302-027	41-17-26-305-016	41-17-27-110-014
41-17-26-301-012	41-17-26-303-001	41-17-26-305-017	41-17-27-110-015
41-17-26-301-013	41-17-26-303-002	41-17-26-305-018	41-17-27-110-016
41-17-26-301-014	41-17-26-303-003	41-17-26-305-019	41-17-27-110-017
41-17-26-301-015	41-17-26-303-004	41-17-26-305-020	41-17-27-110-018
41-17-26-301-016	41-17-26-303-005	41-17-26-305-021	41-17-27-155-006
41-17-26-301-017	41-17-26-303-006	41-17-26-305-022	41-17-27-155-007
41-17-26-301-018	41-17-26-303-007	41-17-26-305-023	41-17-27-155-008
41-17-26-301-019	41-17-26-303-008	41-17-26-305-024	41-17-27-155-009
41-17-26-301-022	41-17-26-303-009	41-17-26-305-025	41-17-27-155-010
41-17-26-301-023	41-17-26-303-010	41-17-26-305-026	41-17-27-155-011
41-17-26-301-024	41-17-26-303-011	41-17-26-305-027	41-17-27-155-012
41-17-26-301-025	41-17-26-303-012	41-17-26-305-028	41-17-27-155-013
41-17-26-301-026	41-17-26-303-013	41-17-26-352-001	41-17-27-155-014
41-17-26-301-028	41-17-26-303-014	41-17-26-352-002	41-17-27-201-006
41-17-26-301-029	41-17-26-303-015	41-17-26-352-003	41-17-27-249-001
41-17-26-301-030	41-17-26-303-016	41-17-26-352-004	41-17-27-249-002
41-17-26-301-031	41-17-26-304-001	41-17-26-352-005	41-17-27-249-003
41-17-26-301-032	41-17-26-304-002	41-17-26-352-006	41-17-27-249-004
41-17-26-301-033	41-17-26-304-003	41-17-26-352-007	41-17-27-249-005
41-17-26-301-039	41-17-26-304-008	41-17-26-352-008	41-17-27-249-006
41-17-26-302-001	41-17-26-304-009	41-17-26-352-011	41-17-27-249-007
41-17-26-302-002	41-17-26-304-010	41-17-26-352-026	41-17-27-249-008
41-17-26-302-003	41-17-26-304-011	41-17-26-352-027	41-17-27-249-009
41-17-26-302-004	41-17-26-304-012	41-17-26-370-001	41-17-27-249-010
41-17-26-302-005	41-17-26-304-013	41-17-26-370-002	41-17-27-249-011
41-17-26-302-006	41-17-26-304-016	41-17-26-370-033	41-17-27-249-012
41-17-26-302-007	41-17-26-304-017	41-17-26-370-034	41-17-27-249-013
41-17-26-302-008	41-17-26-304-018	41-17-26-370-035	41-17-27-249-014
41-17-26-302-009	41-17-26-304-019	41-17-26-370-036	41-17-27-249-015
41-17-26-302-010	41-17-26-304-020	41-17-26-370-037	41-17-27-249-016
41-17-26-302-011	41-17-26-304-022	41-17-26-476-001	41-17-27-249-017
41-17-26-302-012	41-17-26-305-001	41-17-27-101-019	41-17-27-249-018
41-17-26-302-013	41-17-26-305-002	41-17-27-101-022	41-17-27-249-019
41-17-26-302-014	41-17-26-305-003	41-17-27-110-001	41-17-27-251-001
41-17-26-302-015	41-17-26-305-004	41-17-27-110-002	41-17-27-251-002

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-27-251-003	41-17-27-266-027	41-17-27-278-029	41-17-27-286-013
41-17-27-251-004	41-17-27-266-031	41-17-27-278-030	41-17-27-286-014
41-17-27-251-005	41-17-27-266-032	41-17-27-278-033	41-17-27-286-017
41-17-27-251-006	41-17-27-266-033	41-17-27-278-036	41-17-27-286-018
41-17-27-251-008	41-17-27-266-034	41-17-27-278-037	41-17-27-286-019
41-17-27-251-009	41-17-27-266-035	41-17-27-278-038	41-17-27-286-020
41-17-27-251-010	41-17-27-266-036	41-17-27-278-039	41-17-27-286-021
41-17-27-251-014	41-17-27-266-037	41-17-27-278-040	41-17-27-286-022
41-17-27-251-018	41-17-27-266-039	41-17-27-282-001	41-17-27-286-023
41-17-27-251-019	41-17-27-266-040	41-17-27-282-002	41-17-27-286-024
41-17-27-251-020	41-17-27-266-041	41-17-27-282-005	41-17-27-286-025
41-17-27-251-021	41-17-27-266-042	41-17-27-282-007	41-17-27-286-026
41-17-27-251-022	41-17-27-266-043	41-17-27-282-008	41-17-27-286-028
41-17-27-251-023	41-17-27-267-001	41-17-27-284-001	41-17-27-286-029
41-17-27-251-024	41-17-27-267-002	41-17-27-284-002	41-17-27-286-030
41-17-27-251-025	41-17-27-267-003	41-17-27-284-003	41-17-27-286-031
41-17-27-251-026	41-17-27-267-004	41-17-27-284-004	41-17-27-286-034
41-17-27-265-001	41-17-27-267-005	41-17-27-284-005	41-17-27-286-035
41-17-27-265-002	41-17-27-267-006	41-17-27-284-006	41-17-27-286-037
41-17-27-265-003	41-17-27-267-007	41-17-27-285-001	41-17-27-286-038
41-17-27-265-004	41-17-27-278-001	41-17-27-285-002	41-17-27-286-039
41-17-27-265-005	41-17-27-278-002	41-17-27-285-003	41-17-27-286-041
41-17-27-265-006	41-17-27-278-003	41-17-27-285-004	41-17-27-286-042
41-17-27-265-007	41-17-27-278-004	41-17-27-285-005	41-17-27-286-043
41-17-27-265-008	41-17-27-278-005	41-17-27-285-006	41-17-27-286-044
41-17-27-265-009	41-17-27-278-006	41-17-27-285-007	41-17-27-287-001
41-17-27-265-010	41-17-27-278-008	41-17-27-285-008	41-17-27-287-002
41-17-27-265-011	41-17-27-278-009	41-17-27-285-009	41-17-27-287-003
41-17-27-265-012	41-17-27-278-010	41-17-27-285-010	41-17-27-300-037
41-17-27-265-013	41-17-27-278-011	41-17-27-285-011	41-17-27-401-001
41-17-27-265-014	41-17-27-278-012	41-17-27-285-012	41-17-27-401-002
41-17-27-265-017	41-17-27-278-013	41-17-27-285-013	41-17-27-401-003
41-17-27-265-018	41-17-27-278-014	41-17-27-285-014	41-17-27-401-004
41-17-27-265-019	41-17-27-278-015	41-17-27-285-015	41-17-27-401-005
41-17-27-266-004	41-17-27-278-016	41-17-27-285-016	41-17-27-401-006
41-17-27-266-007	41-17-27-278-017	41-17-27-286-001	41-17-27-401-007
41-17-27-266-008	41-17-27-278-018	41-17-27-286-002	41-17-27-402-001
41-17-27-266-009	41-17-27-278-019	41-17-27-286-003	41-17-27-402-002
41-17-27-266-010	41-17-27-278-020	41-17-27-286-004	41-17-27-402-003
41-17-27-266-011	41-17-27-278-021	41-17-27-286-005	41-17-27-402-004
41-17-27-266-012	41-17-27-278-022	41-17-27-286-006	41-17-27-402-006
41-17-27-266-013	41-17-27-278-023	41-17-27-286-007	41-17-27-402-007
41-17-27-266-014	41-17-27-278-024	41-17-27-286-008	41-17-27-402-008
41-17-27-266-018	41-17-27-278-025	41-17-27-286-009	41-17-27-402-009
41-17-27-266-019	41-17-27-278-026	41-17-27-286-010	41-17-27-402-010
41-17-27-266-020	41-17-27-278-027	41-17-27-286-011	41-17-27-402-011
41-17-27-266-023	41-17-27-278-028	41-17-27-286-012	41-17-27-402-012

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-27-402-013	41-17-27-405-001	41-17-27-435-007	41-17-27-442-013
41-17-27-402-014	41-17-27-405-002	41-17-27-435-008	41-17-27-442-014
41-17-27-403-001	41-17-27-405-003	41-17-27-435-009	41-17-27-442-015
41-17-27-403-002	41-17-27-405-004	41-17-27-435-010	41-17-27-442-016
41-17-27-403-003	41-17-27-405-006	41-17-27-436-002	41-17-27-442-017
41-17-27-403-004	41-17-27-405-007	41-17-27-436-003	41-17-27-442-018
41-17-27-403-005	41-17-27-405-008	41-17-27-436-004	41-17-27-442-019
41-17-27-403-008	41-17-27-405-009	41-17-27-436-005	41-17-27-442-020
41-17-27-403-009	41-17-27-405-010	41-17-27-436-006	41-17-27-442-021
41-17-27-403-010	41-17-27-405-011	41-17-27-436-007	41-17-27-442-022
41-17-27-403-011	41-17-27-405-012	41-17-27-436-008	41-17-27-442-023
41-17-27-403-012	41-17-27-405-013	41-17-27-436-009	41-17-27-442-024
41-17-27-403-013	41-17-27-405-014	41-17-27-436-010	41-17-27-442-026
41-17-27-403-014	41-17-27-405-015	41-17-27-436-011	41-17-27-442-027
41-17-27-403-015	41-17-27-405-016	41-17-27-436-013	41-17-27-443-002
41-17-27-403-017	41-17-27-427-001	41-17-27-436-014	41-17-27-443-005
41-17-27-403-018	41-17-27-430-001	41-17-27-436-015	41-17-27-443-006
41-17-27-403-019	41-17-27-430-002	41-17-27-436-016	41-17-27-443-007
41-17-27-403-020	41-17-27-430-006	41-17-27-436-017	41-17-27-443-008
41-17-27-403-021	41-17-27-430-007	41-17-27-436-020	41-17-27-443-011
41-17-27-403-022	41-17-27-430-008	41-17-27-436-021	41-17-27-443-012
41-17-27-403-023	41-17-27-430-009	41-17-27-436-022	41-17-27-443-013
41-17-27-403-024	41-17-27-430-010	41-17-27-436-023	41-17-27-443-014
41-17-27-403-025	41-17-27-430-011	41-17-27-441-001	41-17-27-443-015
41-17-27-403-026	41-17-27-430-012	41-17-27-441-002	41-17-27-451-001
41-17-27-403-027	41-17-27-430-013	41-17-27-441-003	41-17-27-451-002
41-17-27-403-028	41-17-27-430-015	41-17-27-441-004	41-17-27-451-003
41-17-27-403-029	41-17-27-430-017	41-17-27-441-005	41-17-27-451-004
41-17-27-403-030	41-17-27-430-018	41-17-27-441-006	41-17-27-451-005
41-17-27-403-031	41-17-27-430-019	41-17-27-441-007	41-17-27-451-006
41-17-27-403-032	41-17-27-430-020	41-17-27-441-008	41-17-27-451-007
41-17-27-403-033	41-17-27-430-023	41-17-27-441-009	41-17-27-451-008
41-17-27-403-034	41-17-27-430-024	41-17-27-441-010	41-17-27-451-009
41-17-27-404-001	41-17-27-430-025	41-17-27-441-011	41-17-27-451-010
41-17-27-404-002	41-17-27-430-026	41-17-27-441-012	41-17-27-451-011
41-17-27-404-003	41-17-27-430-027	41-17-27-441-013	41-17-27-451-012
41-17-27-404-006	41-17-27-430-028	41-17-27-441-014	41-17-27-451-013
41-17-27-404-007	41-17-27-430-029	41-17-27-441-015	41-17-27-451-014
41-17-27-404-008	41-17-27-430-030	41-17-27-441-016	41-17-27-451-015
41-17-27-404-009	41-17-27-430-031	41-17-27-441-017	41-17-27-451-016
41-17-27-404-010	41-17-27-430-032	41-17-27-442-001	41-17-27-451-017
41-17-27-404-011	41-17-27-435-001	41-17-27-442-002	41-17-27-452-001
41-17-27-404-012	41-17-27-435-002	41-17-27-442-003	41-17-27-452-002
41-17-27-404-013	41-17-27-435-003	41-17-27-442-006	41-17-27-452-003
41-17-27-404-014	41-17-27-435-004	41-17-27-442-007	41-17-27-452-004
41-17-27-404-015	41-17-27-435-005	41-17-27-442-008	41-17-27-452-005
41-17-27-404-016	41-17-27-435-006	41-17-27-442-012	41-17-27-452-008

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-27-452-012	41-17-27-460-020	41-17-27-474-023	41-17-28-227-011
41-17-27-452-013	41-17-27-461-001	41-17-27-474-024	41-17-28-227-012
41-17-27-452-014	41-17-27-461-002	41-17-27-474-025	41-17-28-227-013
41-17-27-452-015	41-17-27-461-003	41-17-27-474-026	41-17-28-227-014
41-17-27-452-016	41-17-27-461-004	41-17-27-474-027	41-17-28-227-015
41-17-27-452-017	41-17-27-461-005	41-17-27-474-030	41-17-28-227-016
41-17-27-452-018	41-17-27-461-006	41-17-27-474-031	41-17-28-227-017
41-17-27-452-020	41-17-27-461-007	41-17-27-474-033	41-17-28-227-018
41-17-27-452-021	41-17-27-470-006	41-17-27-474-034	41-17-28-227-019
41-17-27-452-022	41-17-27-470-007	41-17-27-474-035	41-17-28-227-020
41-17-27-452-023	41-17-27-470-008	41-17-27-476-019	41-17-28-227-021
41-17-27-452-024	41-17-27-470-009	41-17-27-476-020	41-17-28-227-022
41-17-27-452-025	41-17-27-470-010	41-17-27-476-021	41-17-28-227-023
41-17-27-452-026	41-17-27-470-011	41-17-27-476-022	41-17-28-227-024
41-17-27-452-027	41-17-27-470-012	41-17-27-476-023	41-17-28-227-025
41-17-27-452-028	41-17-27-470-013	41-17-27-476-026	41-17-28-227-026
41-17-27-452-029	41-17-27-470-014	41-17-27-476-028	41-17-28-227-027
41-17-27-452-031	41-17-27-470-015	41-17-27-476-029	41-17-28-227-028
41-17-27-452-032	41-17-27-470-016	41-17-27-476-030	41-17-28-227-039
41-17-27-452-033	41-17-27-470-017	41-17-27-476-032	41-17-28-227-040
41-17-27-452-034	41-17-27-470-018	41-17-27-476-035	41-17-28-227-042
41-17-27-452-035	41-17-27-470-019	41-17-27-476-036	41-17-28-244-001
41-17-27-452-036	41-17-27-470-020	41-17-27-476-037	41-17-28-244-002
41-17-27-452-037	41-17-27-470-022	41-17-27-476-039	41-17-28-244-003
41-17-27-452-038	41-17-27-472-001	41-17-27-476-040	41-17-28-244-004
41-17-27-452-040	41-17-27-472-002	41-17-27-476-041	41-17-28-244-005
41-17-27-452-041	41-17-27-472-003	41-17-27-476-042	41-17-28-244-006
41-17-27-456-001	41-17-27-472-004	41-17-28-226-002	41-17-28-244-007
41-17-27-456-002	41-17-27-472-005	41-17-28-226-003	41-17-28-244-008
41-17-27-456-003	41-17-27-472-006	41-17-28-226-004	41-17-28-244-009
41-17-27-456-004	41-17-27-474-001	41-17-28-226-005	41-17-28-244-010
41-17-27-456-005	41-17-27-474-003	41-17-28-226-006	41-17-28-244-011
41-17-27-456-006	41-17-27-474-004	41-17-28-226-007	41-17-28-244-012
41-17-27-456-007	41-17-27-474-006	41-17-28-226-008	41-17-28-244-013
41-17-27-456-008	41-17-27-474-007	41-17-28-226-009	41-17-28-244-014
41-17-27-456-009	41-17-27-474-008	41-17-28-226-010	41-17-28-244-015
41-17-27-456-010	41-17-27-474-009	41-17-28-226-012	41-17-28-244-016
41-17-27-460-005	41-17-27-474-010	41-17-28-227-001	41-17-28-244-017
41-17-27-460-006	41-17-27-474-011	41-17-28-227-002	41-17-28-244-018
41-17-27-460-007	41-17-27-474-012	41-17-28-227-003	41-17-28-244-019
41-17-27-460-008	41-17-27-474-013	41-17-28-227-004	41-17-28-244-020
41-17-27-460-009	41-17-27-474-014	41-17-28-227-005	41-17-28-244-021
41-17-27-460-010	41-17-27-474-015	41-17-28-227-006	41-17-28-244-022
41-17-27-460-011	41-17-27-474-016	41-17-28-227-007	41-17-28-244-023
41-17-27-460-012	41-17-27-474-020	41-17-28-227-008	41-17-28-244-024
41-17-27-460-013	41-17-27-474-021	41-17-28-227-009	41-17-28-244-025
41-17-27-460-019	41-17-27-474-022	41-17-28-227-010	41-17-28-245-001

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-17-28-245-002	41-17-28-277-007	41-17-35-202-024	41-18-19-327-059
41-17-28-245-003	41-17-28-277-008	41-17-35-202-024	41-18-19-327-060
41-17-28-245-004	41-17-28-277-009	41-17-35-226-048	41-18-19-327-061
41-17-28-245-005	41-17-28-277-010	41-17-35-226-048	41-18-19-327-062
41-17-28-245-006	41-17-28-277-011	41-17-35-226-049	41-18-19-327-063
41-17-28-245-007	41-17-28-277-012	41-17-35-226-049	41-18-19-327-064
41-17-28-245-008	41-17-28-277-014	41-17-35-226-058	41-18-19-327-065
41-17-28-245-009	41-17-28-277-015	41-17-35-226-058	41-18-19-327-066
41-17-28-245-010	41-17-28-284-008	41-17-35-226-059	41-18-19-328-001
41-17-28-245-011	41-17-28-284-009	41-18-19-327-003	41-18-19-328-002
41-17-28-245-012	41-17-28-284-010	41-18-19-327-007	41-18-19-328-003
41-17-28-245-013	41-17-28-284-011	41-18-19-327-008	41-18-19-328-004
41-17-28-245-014	41-17-28-284-012	41-18-19-327-011	41-18-19-328-005
41-17-28-245-015	41-17-28-425-003	41-18-19-327-012	41-18-19-328-008
41-17-28-245-016	41-17-28-425-004	41-18-19-327-013	41-18-19-328-009
41-17-28-245-017	41-17-28-425-005	41-18-19-327-014	41-18-19-328-013
41-17-28-245-018	41-17-28-425-006	41-18-19-327-015	41-18-19-328-014
41-17-28-245-019	41-17-28-425-007	41-18-19-327-016	41-18-19-328-015
41-17-28-245-020	41-17-28-425-008	41-18-19-327-017	41-18-19-328-016
41-17-28-246-001	41-17-28-425-009	41-18-19-327-018	41-18-19-328-017
41-17-28-246-002	41-17-28-425-010	41-18-19-327-021	41-18-19-328-018
41-17-28-246-003	41-17-28-425-023	41-18-19-327-022	41-18-19-328-019
41-17-28-246-004	41-17-28-425-024	41-18-19-327-027	41-18-19-328-020
41-17-28-246-005	41-17-28-427-021	41-18-19-327-028	41-18-19-328-021
41-17-28-246-006	41-17-28-428-021	41-18-19-327-033	41-18-19-328-022
41-17-28-246-007	41-17-28-476-017	41-18-19-327-034	41-18-19-328-023
41-17-28-246-008	41-17-35-101-003	41-18-19-327-035	41-18-19-328-024
41-17-28-246-009	41-17-35-101-035	41-18-19-327-036	41-18-19-328-025
41-17-28-246-010	41-17-35-105-001	41-18-19-327-037	41-18-19-328-026
41-17-28-246-011	41-17-35-126-001	41-18-19-327-038	41-18-19-328-029
41-17-28-246-012	41-17-35-126-001	41-18-19-327-039	41-18-19-328-030
41-17-28-246-013	41-17-35-126-002	41-18-19-327-042	41-18-19-328-033
41-17-28-246-014	41-17-35-126-002	41-18-19-327-043	41-18-19-328-034
41-17-28-246-015	41-17-35-176-006	41-18-19-327-044	41-18-19-328-036
41-17-28-246-016	41-17-35-201-007	41-18-19-327-045	41-18-19-328-039
41-17-28-246-019	41-17-35-201-009	41-18-19-327-046	41-18-19-328-040
41-17-28-246-020	41-17-35-201-019	41-18-19-327-047	41-18-19-328-042
41-17-28-246-026	41-17-35-201-023	41-18-19-327-048	41-18-19-328-043
41-17-28-246-027	41-17-35-201-026	41-18-19-327-049	41-18-19-328-044
41-17-28-246-031	41-17-35-201-059	41-18-19-327-050	41-18-19-328-046
41-17-28-246-032	41-17-35-201-060	41-18-19-327-051	41-18-19-328-050
41-17-28-277-001	41-17-35-201-061	41-18-19-327-052	41-18-19-328-051
41-17-28-277-002	41-17-35-201-069	41-18-19-327-053	41-18-19-328-052
41-17-28-277-003	41-17-35-202-001	41-18-19-327-054	41-18-19-328-064
41-17-28-277-004	41-17-35-202-002	41-18-19-327-055	41-18-19-328-065
41-17-28-277-005	41-17-35-202-023	41-18-19-327-057	41-18-19-328-066
41-17-28-277-006	41-17-35-202-023	41-18-19-327-058	41-18-19-328-067

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-804

41-18-19-328-070
41-18-19-328-071
41-18-19-328-072
41-18-19-328-074
41-18-19-328-076
41-18-19-328-077
41-18-19-328-078
41-18-19-328-079
41-18-19-328-080
41-18-19-328-082
41-18-19-328-083
41-18-19-329-001
41-18-19-329-002
41-18-19-329-003
41-18-19-329-009
41-18-19-329-011
41-18-19-329-012
41-18-19-329-013
41-18-19-329-014
41-18-19-329-015
41-18-19-401-004
41-18-19-401-005
41-18-19-401-009
41-18-19-401-010
41-18-19-402-002
41-18-19-402-012
41-18-19-402-013
41-18-19-402-014
41-18-19-402-017
41-18-19-402-018
41-18-19-402-020
41-18-19-402-021
41-18-19-402-022
41-18-19-402-023
41-18-19-402-024
41-18-19-402-025
41-18-19-402-026
41-18-19-402-027
41-18-19-402-028
41-18-19-402-029
41-18-19-402-031

March 20, 2019

Dear Property Owner:

At a regular meeting of the Wyoming City Council held on March 18, 2019, a public hearing was scheduled to determine the necessity of providing aerial insecticide sprays for a Gypsy Moth Suppression Program. We are required to provide notice of this hearing to all property owners in the proposed district.

If approved, the estimated cost of this program is \$46.00 per parcel and will be assessed on the 2019 summer tax bill. **Additional information is available on the City website or through the City Clerk's office.**

Notice of Hearing

The City Council intends to provide Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment 19-804. The City Council intends to defray all of the costs of the above described project by special assessment against the described property.

The City Council has caused plans, specifications and an estimate of the cost of the above described project, together with certain recommendations, to be prepared and made by the City Manager and the same is on file with the City Clerk for public examination.

The City Council will hold a public hearing in the City Council Chambers at City Hall, 1155 – 28th Street SW, Wyoming, Michigan, at 7:03 p.m., on April 1, 2019, for the purpose of receiving public comment from interested persons affected by the proposed project. (A list of affected properties is available through the City Clerk's Office.)

Property owners may appeal the assessment to the Michigan Tax Tribunal within 30 days after confirmation of the assessment roll. Appearance and protest at the local hearing is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal. An owner or party of interest, or his agent, may appear in person at the hearing, or may file his appearance or protest by letter and his personal appearance shall not be required.

Sincerely,



Kelli A. VandenBerg
City Clerk



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

RESOLUTION NO. _____

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON THE NECESSITY OF AN
AERIAL INSECTICIDE SPRAY FOR A GYPSY MOTH SUPPRESSION PROGRAM,
SPECIAL ASSESSMENT ROLL 19-805

WHEREAS:

1. The City Council has directed the City Manager to prepare plans and specifications and an estimate of cost for a public improvement consisting of a gypsy moth suppression program as described below.
2. The City Manager caused the preparation of those plans and specifications and filed them with the City Clerk, together with certain recommendations as required by the City Code of the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The plans and specifications and estimate of cost and the report for this public improvement remain on file in the Office of the City Clerk, and shall be available for public examination.
2. It is proposed that the costs of that public improvement be specially assessed against parcels specially benefitted from that public improvement depicted within the drawing attached as Exhibit A and identified on the list of tax parcel numbers and addresses attached as Exhibit B that together comprise the proposed special assessment district number 19-805.
3. The City Council shall meet at Wyoming City Hall, 1155-28th Street SW, Wyoming, Michigan, on **April 1, 2019, at 7:03 p.m.**, for the purpose of hearing all persons to be affected by the proposed public improvement.
4. The City Clerk is directed to provide notice of the time and place of the hearing as follows:
 - a. Published once in the Grand Rapids Press, an official newspaper of the City of Wyoming, not less than 5 days prior to the date of the hearing; and
 - b. Sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least 10 days before the time of the hearing.
5. The notice of the hearing to be published and mailed, shall be in substantially the form attached as Exhibit C.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2019.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

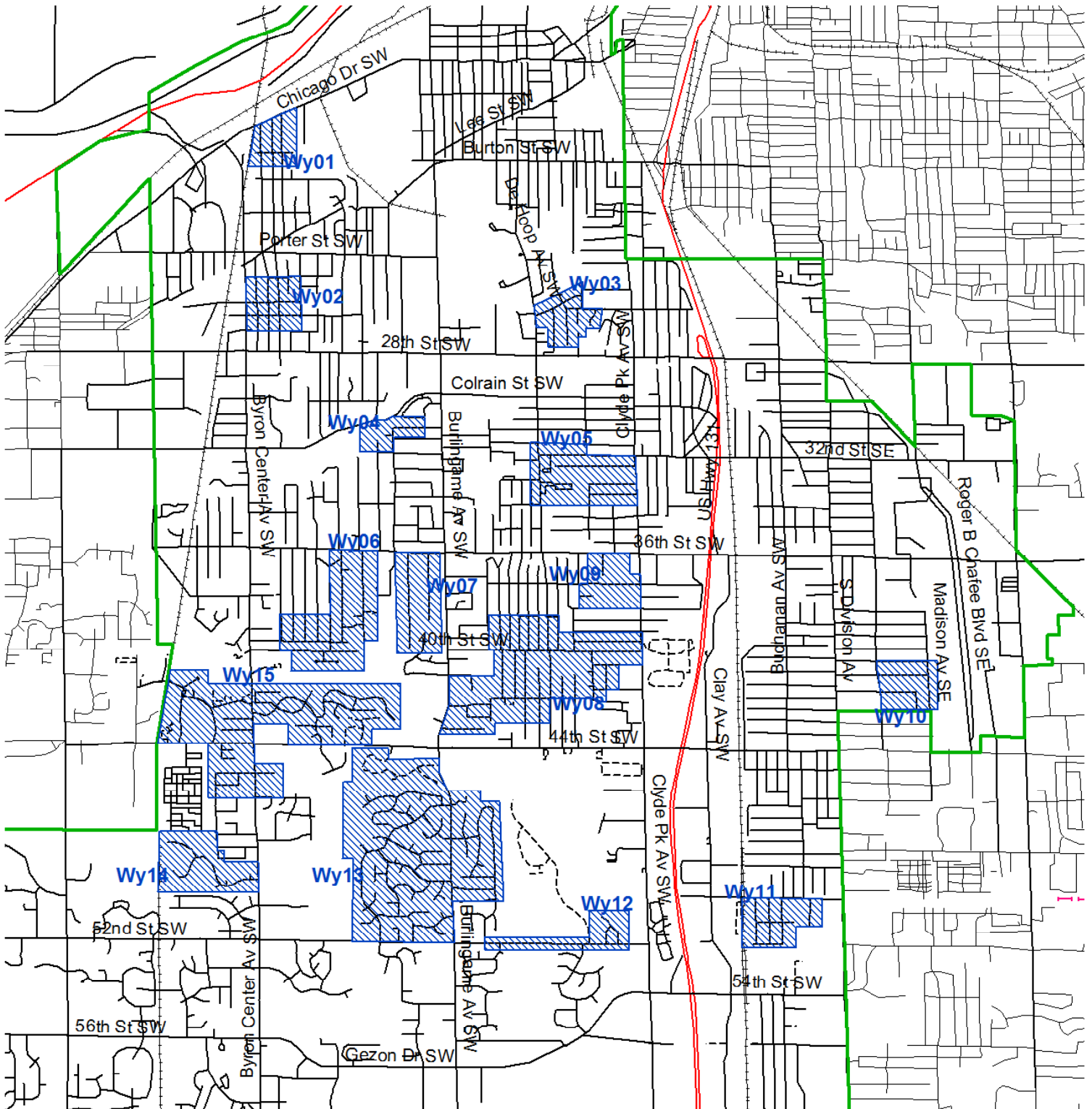
Exhibit A – Aerial Spray Map

Exhibit B – List of Parcels in Proposed Special Assessment District

Exhibit C – Form of Notice of Public Hearing

Resolution No. _____

City of Wyoming Gypsy Moth Survey Report Map for 2019 Season



Shaded areas are recommended for
aerial B.t. spray in Spring 2019



— City Border

2019 Aquatic Consulting Services

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-805

41-17-03-354-001	41-17-22-201-064	41-17-22-378-007
41-17-03-355-045	41-17-22-201-065	41-17-22-383-001
41-17-03-376-026	41-17-22-201-072	41-17-22-402-004
41-17-03-377-003	41-17-22-202-010	41-17-22-403-005
41-17-10-101-013	41-17-22-202-050	41-17-22-403-006
41-17-10-327-008	41-17-22-202-051	41-17-22-403-007
41-17-11-402-046	41-17-22-202-055	41-17-22-403-008
41-17-11-451-021	41-17-22-202-058	41-17-22-404-005
41-17-11-453-026	41-17-22-202-059	41-17-22-455-016
41-17-11-453-031	41-17-22-226-011	41-17-22-456-012
41-17-11-453-035	41-17-22-226-015	41-17-22-456-018
41-17-11-476-034	41-17-22-226-018	41-17-23-226-014
41-17-14-402-007	41-17-22-226-021	41-17-23-226-015
41-17-14-402-012	41-17-22-226-022	41-17-23-226-038
41-17-14-402-018	41-17-22-226-023	41-17-23-226-040
41-17-14-402-028	41-17-22-226-025	41-17-23-226-044
41-17-14-402-029	41-17-22-226-026	41-17-23-226-048
41-17-14-402-034	41-17-22-226-032	41-17-23-226-050
41-17-14-402-038	41-17-22-226-033	41-17-23-226-051
41-17-14-402-039	41-17-22-227-002	41-17-23-226-052
41-17-14-404-001	41-17-22-227-003	41-17-23-226-053
41-17-15-251-033	41-17-22-227-006	41-17-23-227-021
41-17-15-254-001	41-17-22-227-008	41-17-23-276-023
41-17-15-254-007	41-17-22-227-009	41-17-23-276-024
41-17-21-451-016	41-17-22-227-013	41-17-23-303-023
41-17-21-451-017	41-17-22-227-014	41-17-23-303-033
41-17-21-451-022	41-17-22-227-086	41-17-23-303-035
41-17-21-451-026	41-17-22-227-091	41-17-23-303-036
41-17-21-451-034	41-17-22-227-094	41-17-23-303-039
41-17-21-451-037	41-17-22-227-095	41-17-23-303-042
41-17-21-451-038	41-17-22-227-097	41-17-23-303-043
41-17-22-128-009	41-17-22-227-098	41-17-23-303-044
41-17-22-130-001	41-17-22-227-100	41-17-23-303-045
41-17-22-201-007	41-17-22-227-101	41-17-23-303-046
41-17-22-201-008	41-17-22-228-031	41-17-23-326-001
41-17-22-201-009	41-17-22-228-064	41-17-23-329-035
41-17-22-201-010	41-17-22-228-069	41-17-23-329-036
41-17-22-201-014	41-17-22-228-100	41-17-23-330-002
41-17-22-201-019	41-17-22-228-110	41-17-23-354-037
41-17-22-201-022	41-17-22-228-111	41-17-23-354-043
41-17-22-201-023	41-17-22-303-001	41-17-23-355-040
41-17-22-201-024	41-17-22-303-002	41-17-23-376-001
41-17-22-201-025	41-17-22-351-028	41-17-23-402-027
41-17-22-201-044	41-17-22-354-068	41-17-23-404-010
41-17-22-201-051	41-17-22-374-012	41-17-23-404-042

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 19-805

41-17-23-426-046	41-17-27-251-011	41-17-28-227-040
41-17-23-428-002	41-17-27-251-012	41-17-28-227-041
41-17-25-100-008	41-17-27-251-013	41-17-28-227-042
41-17-25-232-016	41-17-27-251-015	41-17-28-276-020
41-17-25-451-012	41-17-27-251-016	41-17-28-401-008
41-17-25-451-033	41-17-27-251-017	41-17-28-401-011
41-17-25-451-036	41-17-27-266-001	41-18-19-328-031
41-17-25-452-020	41-17-27-266-002	41-18-19-328-032
41-17-25-453-023	41-17-27-266-003	41-18-19-328-045
41-17-25-476-002	41-17-27-266-015	41-18-19-328-063
41-17-25-476-006	41-17-27-266-024	41-18-19-329-008
41-17-25-476-011	41-17-27-266-026	41-18-19-329-010
41-17-25-476-017	41-17-27-266-038	41-18-19-329-035
41-17-25-476-020	41-17-27-278-041	
41-17-25-476-026	41-17-27-286-033	
41-17-25-476-030	41-17-27-300-032	
41-17-25-477-015	41-17-27-402-005	
41-17-25-503-002	41-17-27-404-017	
41-17-26-101-079	41-17-27-405-005	
41-17-26-154-002	41-17-27-430-014	
41-17-26-154-029	41-17-27-430-016	
41-17-26-157-015	41-17-27-436-024	
41-17-26-301-001	41-17-27-442-009	
41-17-26-301-020	41-17-27-442-010	
41-17-26-301-027	41-17-27-443-016	
41-17-26-301-036	41-17-27-452-009	
41-17-26-301-037	41-17-27-452-010	
41-17-26-301-038	41-17-27-452-019	
41-17-26-301-039	41-17-27-452-042	
41-17-26-401-001	41-17-27-460-014	
41-17-26-476-012	41-17-27-460-015	
41-17-26-477-001	41-17-27-460-016	
41-17-27-101-022	41-17-27-460-020	
41-17-27-126-012	41-17-27-470-005	
41-17-27-176-001	41-17-27-470-021	
41-17-27-201-005	41-17-27-474-002	
41-17-27-201-016	41-17-27-476-018	
41-17-27-201-022	41-17-27-476-024	
41-17-27-201-023	41-17-27-476-025	
41-17-27-201-026	41-17-27-476-027	
41-17-27-201-030	41-17-27-476-031	
41-17-27-202-001	41-17-27-476-033	
41-17-27-226-015	41-17-27-477-001	
41-17-27-226-016	41-17-28-226-012	
41-17-27-251-007	41-17-28-227-039	

March 20, 2019

Dear Property Owner:

At a regular meeting of the Wyoming City Council held on March 18, 2019, a public hearing was scheduled to determine the necessity of providing aerial insecticide sprays for a Gypsy Moth Suppression Program. We are required to provide notice of this hearing to all property owners in the proposed district.

If approved, the estimated cost of this program is \$132.00 per treated acre and will be assessed on the 2019 summer tax bill. **Additional information is available on the City website or through the City Clerk's office.**

Notice of Hearing

The City Council intends to provide Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment 19-805. The City Council intends to defray all of the costs of the above described project by special assessment against the described property.

The City Council has caused plans, specifications and an estimate of the cost of the above described project, together with certain recommendations, to be prepared and made by the City Manager and the same is on file with the City Clerk for public examination.

The City Council will hold a public hearing in the City Council Chambers at City Hall, 1155 – 28th Street SW, Wyoming, Michigan, at 7:03 p.m., on April 1, 2019, for the purpose of receiving public comment from interested persons affected by the proposed project. (A list of affected properties is available through the City Clerk's Office.)

Property owners may appeal the assessment to the Michigan Tax Tribunal within 30 days after confirmation of the assessment roll. Appearance and protest at the local hearing is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal. An owner or party of interest, or his agent, may appear in person at the hearing, or may file his appearance or protest by letter and his personal appearance shall not be required.

Sincerely,



Kelli A. VandenBerg
City Clerk



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AMENDMENT TO THE STREETLIGHTING
CONTRACT WITH CONSUMERS ENERGY COMPANY

WHEREAS:

1. The City has had a contract with Consumers Energy Company (CE) for CE owned streetlights throughout the City for many years.
2. The City desires to have Consumers Energy Company install two 100 watt high pressure sodium streetlights on Trinity Lane.
3. The proposed streetlights will be placed in the new section of Trinity Lane, located north of Glory Way.
4. Consumers Energy will place the two streetlights and necessary appurtenances at a cost of \$400.00.
5. Consumers Energy has submitted the attached modification to the streetlighting contract to address this change.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Mayor and City Clerk are hereby authorized to execute the attached Authorization for Change in Standard Streetlighting Contract and the accompanying Consumers Energy Resolution.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Authorization for Change in Standard Lighting Contract
Consumers Energy Resolution

Resolution No. _____



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 103016902985

Consumers Energy Company is authorized as of 2/28/2019, by the City of WYOMING, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of WYOMING, dated 2/1/2013.

Lighting Type:
General Unmetered Experimental Lighting Rate GU-XL

Notification Number(s):
1047206985

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 2/1/2013 shall remain in full force and effect.

City of WYOMING

By: _____
(Signature)

(Printed)

Its _____
(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of WYOMING, dated 2/1/2013, in accordance with the Authorization for Change in Standard Lighting Contract dated 2/28/2019,

heretofore submitted to and considered by this commission council board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Kent

I, _____, Clerk of the City of WYOMING, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL

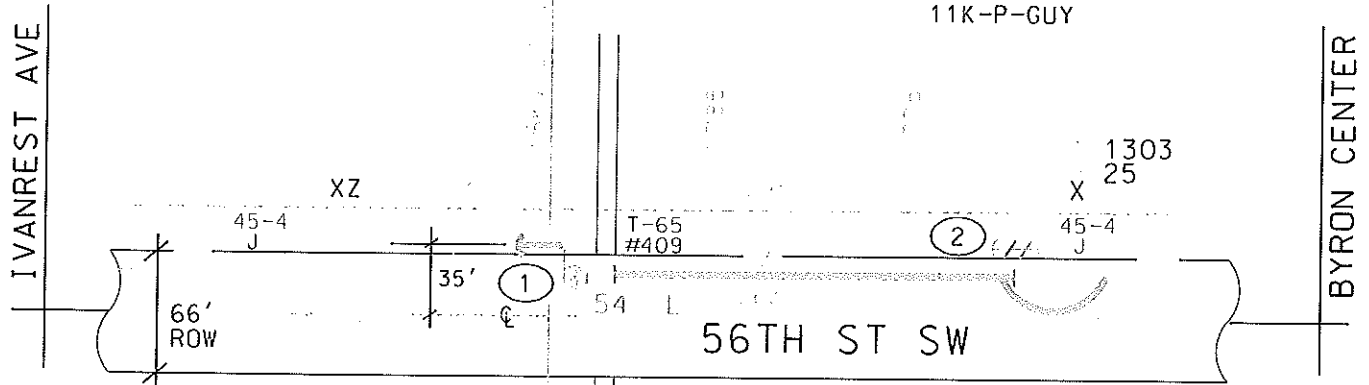
<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1	<u>54</u>	<u>LED</u>	<u>Cobrahead</u>	<u>Cutoff</u>	<u>Install</u>	1

JOB PURPOSE
 PROVIDE STREETLIGHTING

KENT CO
 WYOMING TWP
 T06 R12 SEC.33



LOC. 2
INSTALL
 2 WP OPEN SEC DE
 12" BELOW NEUTRAL
REMOVE
 11K-P-GUY



LOC. 1
INSTALL
 2 WP SEC OPEN DE
 12" BELOW NEUTRAL
 54 W LED COBRA HEAD
 ON 20' x 2" STL BRACKET @ 25' M.H.
 FIGURE 42-102-1 & FIGURE 42-103-1
 11K-P-12'-RS
 FIGURE 22-405-1

KENT TRAILS
 BIKE PATH

NO PIPELINE

COORDINATOR - TANYA MARTIN 616-530-4365
 DESIGNER - DAN LEATHERMAN 616-530-4210

NOTIFICATION #1047206985

ORDER NUMBER

 A CMS Energy Company ELECTRIC	DESIGNED BY DFLEATHE	DATE 01/25/19	2800 56TH ST SW ECNC NLO *STLT*	
	APPROVED BY	DATE	For: CITY OF WYOMING 2800 56TH ST SW	
SHEET 1 OF 1		SCALE NONE		
-CONSTRUCTION CERTIFICATION- Work was constructed as Engineered or Changed as Indicated. All Salvageable Material Was Returned to Stores. Signed _____ in Direct Charge of Work Dates: Started _____ Completed _____ MISS DIG NUMBER: _____ DATE: _____	TLM NUMBER 06123313	# OF RODS	OHMS	CONSTRUCTION MEASURE NUMBER 100005143172
	SUBSTATION MEDICAL PARK	WD NO. 1473	ORDER TYPE ECNC	MAINTENANCE ACTIVITY TYPE STL
	CIRCUIT HEALTHCARE	CKT NO. 01	LCP NO. 283J	DESIGN NUMBER 11012173
			STAKED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	TREES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

ELECTRIC CAD TITLE BLOCK (8-1/2x11) 10-30-2008
 SHEET A

DESIGN FILE NAME: 11012173.001

2-11-2019 \$TIMES \$FILES

T R S 06 12 33

RESOLUTION NO. _____

RESOLUTION TO WAIVE CERTAIN REQUIREMENTS OF THE CODE OF THE CITY OF WYOMING FOR THE T.J. SCHMIDT & COMPANY, LLC, CARNIVAL TO BE HELD AT LAMAR PARK FROM APRIL 26 – MAY 5, 2019

WHEREAS:

1. The City of Wyoming Community Services' Parks and Recreation Department is sponsoring a carnival April 26 – May 5, 2019.
2. The purpose of the carnival is to raise funds for departmental programs and the Greater Wyoming Community Resource Alliance, which provides scholarships for department programs and community grants.
3. Section 14-282 of the Code of the City of Wyoming allows the City Council to waive any of the restrictions of "DIVISION 3. CARNIVALS" if the sponsor is a nonprofit, religious, fraternal, school or community organization that has been established in the City for at least five years and a waiver is deemed to be in the best interest of the City.
4. Section 14-276 of the Code of the City of Wyoming states that the application must be accompanied by payment of all fees and bonds.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby waive the fee requirement of Section 14-276 of the Code of the City of Wyoming and hereby allows T.J. Schmidt & Company, LLC to hold a carnival April 26 – May 5, 2019.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Site Security Plan
Contract/Agreement

STAFF REPORT

Date: March 13, 2019

Subject: Request to Waive Fees for Carnival

From: Krashawn Martin, Special Events & Marketing Programmer

Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: March 18, 2019

RECOMMENDATION:

The City of Wyoming Community Services' Parks and Recreation Department is sponsoring a carnival April 26-May 5 to raise funds for both department programs and the Greater Wyoming Community Resource Alliance, which provides scholarships for department programs and community grants. We are requesting the City Council approve the 2019 Spring Carnival Contract (including the attached Police Support Contract) and waive all fees for this event with the proceeds to be used for the Greater Wyoming Community Resource Alliance and the Parks and Recreation Department.

SUSTAINABILITY CRITERIA:

Environmental Quality – The City of Wyoming through its Parks and Recreation Department are custodians of almost 700 acres of park lands and natural resources. This work is funded by the Parks and Recreation Millage, fundraising, and donations.

Social Equity – Funds raised by the carnival will allow for a greater level of access to scholarships and recreation services for disenfranchised populations within the community.

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

QUALITY SERVICE IMPACT:

The carnival funds will be utilized to fund recreation programs and scholarships for the Greater Wyoming Community Resource Alliance allowing opportunities for participation.

DISCUSSION:

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

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

We have discussed the site with Dave Rupert, Building Inspection Supervisor, and the site security plan with Captain Kip Snyder and Fire Inspector Bill Aman. In addition to the carnival-provided security, the Police Department will provide staffing Thursday and Friday 4:00-9:00pm, and Saturday and Sunday 12:00-9:00pm. T.J. Schmidt Company is a reputable carnival that has been in business for 30 years providing top quality rides.

BUDGET IMPACT:

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

In-kind expenses by the Parks and Recreation Department for set up and removal of security cattle fencing during the carnival have already been budgeted.

Business License Application

City of Wyoming

City Clerk's Office
 1155 28th Street SW
 Wyoming, MI 49509-0905
 616-530-7296 fax 616-530-7200



Owner Name: SANDY SCHMIDT		DATE BUSINESS OPENED: 05/01/2009
<input checked="" type="checkbox"/> Sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Owner Mailing Address: 4248 M 61 STANDISH, MI 48658	Phone: 989-846-6572 (not business phone) Fax: 989-846-6572 Email: mifun@tjschmidtcarnival.com
FEIN: 26-2386826	State Tax ID# 26-2386826	State License # 2001000491
Business Name: T.J. SCHMIDT & COMPANY, LLC		
Business Address: 4248 M 61 STANDISH, MI 48658		Business Phone: 989-213-5835 Business Fax: 989-846-6572
Description of Business: TRAVELING CARNIVAL		
Business Classification: 713100 <div style="text-align: right; margin-top: -10px;">←</div>		From attached list of Business Activity Codes, enter code for activity from which business derives its largest percentage of total receipts.
Additional Owner Info:		
Home Phone: _____ Business Phone: 989-213-5835 Cell Phone: 989-213-5835	Name: DOUG BURTCH Address: 1715 PARISH BROOK COURT City, State, Zip: KAWKAWLIN, MI 48631	
Emergency Contact #1:		
Home Phone: _____ Business Phone: 989-213-5835 Cell Phone: 989-213-5835	Name: DOUG BURTCH Address: 1715 PARISH BROOK COURT City, State, Zip: KAWKAWLIN, MI 48631	
Emergency Contact #2:		
Home Phone: _____ Business Phone: _____ Cell Phone: 989-502-1575	Name: JOSHUA SCHMIDT Address: 1317 UNION ROAD City, State, Zip: ITHACA MI 48847	

I declare, under penalty of perjury, that the information contained in this application is true and correct.

 BUSINESS MGR
01/28/2019
 Signature Title Date

FOR OFFICE USE ONLY

BUSINESS TYPE:		<input type="checkbox"/> Entered
DATE APP RECEIVED:	DATE FEE RECEIVED:	FEE RECEIVED: \$
INITIALS:	INITIALS:	LIC #



CITY OF WYOMING SPECIAL EVENTS INSURANCE REQUIREMENTS

Requirements:

Participants shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com).

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance
1. <u>Commercial General Liability</u> Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	<u>Bodily Injury</u> – \$3,000,000 per person \$3,000,000 per occurrence <u>Property Damage</u> - \$3,000,000 per occurrence
2. <u>Business Auto Liability</u> to include coverage for: a) Owned/Leased Vehicles b) Non-owned Vehicles c) Hired Vehicles	<u>Bodily Injury</u> – \$3,000,000 per person \$3,000,000 per occurrence <u>Property Damage</u> - \$3,000,000 per occurrence
3. <u>Commercial General Liability and Motor Vehicle Liability</u> , as described above, shall include an endorsement stating that the following shall be Additional Insured's: The City of Wyoming, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Wyoming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Wyoming may have in effect shall be considered secondary and/or excess. Your insurance company requires the endorsement as a means of notification both to itself and its underwriters of the fact that an additional insured has been added to the policy under the contract in question.	
4. <u>Cancellation Notice</u> Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the City of Wyoming, Purchasing Department, 1155 – 28 th Street SW, P.O. Box 905, Wyoming, Michigan 49509-0905."	

Certificate of Liability Insurance Forms must be mailed to:

City of Wyoming -Administrative Offices
 c/o: Laura Jackson
 1155-28th Street SW
 P.O. Box 905
 Wyoming, MI 49509-0905

Questions regarding required insurance should be directed to the City of Wyoming's Administrative Offices at **616-530-3173**.

In addition, **this form must be signed and mailed**, with the insurance forms, to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City of Wyoming.

AGREEMENT:

I agree to provide the above-described insurance coverage to the City of Wyoming. I also agree to provide the City with evidence of insurance coverage on any and all subcontractors performing work on projects.

Company T.J. Schmidt : Company LLC Vendor # (if applicable) _____

Street Address 4248 M61

City Standish State MZ Zip Code 48658

Phone 989-213-5835 Fax 989-846-6572

Printed Name Doug Bertel E-MAIL mi@tjschmidt.carnival.com

Signature  Date 1/28/19



WINTER OFFICES
4248 M61
Standish, MI 48658

WINTER PHONE
(989) 846-6572

FAX
(989) 846-6572

EMAIL
mifun@tjschmidtcarnival.com

EXECUTIVE DIRECTOR/PRESIDENT
Terry J. Schmidt(989) 239-4317

FOOD SERVICE SPECIALIST
Sandra L. Schmidt(989) 239-4318

VICE PRESIDENT GENERAL OPERATIONS
Joshua T. Schmidt(989) 302-1373

VICE PRESIDENT GENERAL OPERATIONS
Kyle T. Schmidt
(989) 302-1375

BUSINESS MANAGER/HUMAN RESOURCES
Douglas P. Burtch
(989) 213-5835

WEB
www.TjSchmidtCarnival.com

T.J. Schmidt & Company



Site Security Plan-Carnival 2019
Location: Lamar Park, City of Wyoming, MI

Overview:

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

Dates of Operation: April 26, 2019-May 05, 2019

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

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

Security Plan:

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

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

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

CITY OF WYOMING

INDEMNIFICATION AGREEMENT/RELEASE OF LIABILITY

STATEMENT OF UNDERSTANDING

In consideration of entering into this agreement with the City of Wyoming, the undersigned, by this instrument does hereby expressly agree to adhere to the conditions of the agreement and to the Special Events Rules, Policy and Fees guideline established by the City of Wyoming.

Signed  Date 1/28/19

RELEASE AND HOLD HARMLESS

In further consideration of entering into this agreement, to the fullest extent permitted by law by T.J. Schmidt & Company, LLC agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Wyoming, its elected and appointed officials, employees and volunteers, and others working on behalf of the City of Wyoming against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Wyoming, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this agreement.

Signed  Date 1/28/19

WAIVER OF SUBROGATION CLAUSE

To the extent permitted by law, T.J. Schmidt & Company, LLC hereby releases the City of Wyoming, its elected and appointed officials, employees and volunteers, and others working in behalf of the City of Wyoming from any and all liability or responsibility to the Carnival held April 28, 2017 – May 7, 2017 or anyone claiming through or under the Carnival by way of subrogation nor otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the City of Wyoming, its elected and appointed officials, employees or volunteers, or others working in behalf of the City of Wyoming. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Carnival's occupancy or use, and T.J. Schmidt & Company, LLC policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Carnival to recover thereunder.

Signed  Date 1/28/19



**Carnival License Application
City of Wyoming**

- Application (with all required attachments, fees, bonds and insurance) must be submitted at least 30 days prior to the first day of the carnival.
- An Electrical Permit and inspection approval from the City of Wyoming Inspections Department must be obtained by the Carnival Operator prior to opening. Call 530-7285.
- An inspection from the City of Wyoming Fire Marshall must be obtained prior to opening. Call 530-7250.

Required Attachments

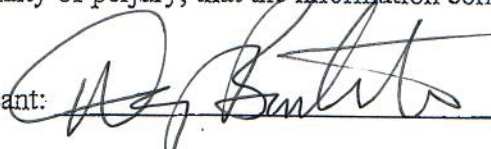
- Security Plan to be approved by the Chief of Police.
Requirements are:
 1. That at least two persons, clearly identified as Security and who have no other duties in the operation of the carnival, are on duty at all times the carnival is in operation. These persons may be volunteers from the sponsoring organization, if applicable.
 2. That each security person must have immediately available means of communication with the police department (e.g. cell phone).
 3. Provision of 24-hour contact information for a representative of the carnival operator.
- Site Plan including general location of rides and other attractions and a parking plan. Indicate dimensions on the Site Plan. Additional information sought by the City must be provided.
- Written permission from the property owner of the carnival site.
- Written approval for the application from carnival sponsors, if application made by the carnival operator.
- Evidence of required insurance with the City of Wyoming named as "Additional Insured." Insurance: \$3,000,000 Combined Single Limit for Occurrence, Aggregate & Property Damage. Naming the City of Wyoming as Additional Insured
- \$1,000.00 Bond
- If waiver of any section of Ordinance 14-276 through 14-281 is requested, include written proof that the conditions of 14-282 have been met.

CLERK'S OFFICE USE ONLY

Department Approval	Date Received
Chief of Police	
Building Official	
Fire Marshall	
Account #	

Applicant Name: <u>Doug Bortch</u>	Applicant Address: <u>1715 Parish Brook Ct</u>
Telephone: <u>(989) 213-5835</u>	City/State/Zip: <u>Kawkawlin, MZ 48631</u>
Sponsoring Organization: <u>City of Wyoming Parks & Rec</u>	Organization Address: <u>1155 28th St. SW</u>
Telephone: <u>(616) 530-3164</u>	City/State/Zip: <u>Wyoming MZ 49509</u>
Carnival Operator: <u>T.J. Schmidt's Company LLC</u>	Operator Address: <u>4248 M01</u>
Telephone: <u>(989) 213-5835</u>	City/State/Zip: <u>Standish MZ 48658</u>
Location of Carnival: <u>Lamar Park Wyoming</u> <u>2561 Parker St SW</u>	Carnival will be held (dates) from: <u>4/26/19</u> to: <u>5/5/19</u>
Opening Times: <u>Fridays 2:00 Sat: Sun = Noon</u> <u>Mon - Thurs 4:00</u>	Closing Times: <u>All - 8:30 pm.</u>
Total number of rides, games, or amusements: <u>20 Rides, 10 Games, 5 food</u>	Number of Tents: <u>4</u>
Food & Beverage Sold: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Number of Trash Containers: <u>10</u>

I declare, under penalty of perjury, that the information contained in this application is true and correct.

Signature of Applicant: 

Date: 1/28/19

Calculate License Fee	
Nonrefundable Application Fee	\$75.00
Additional Permit Fee Per day	\$50 X ___ Days \$
	Total Fee due upon application \$

2019 SPRING CARNIVAL CONTRACT

This 2019 Spring Carnival Contract is made as of March 12, 2019, between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 49509 (the "**City**"), and T.J. Schmidt & Company, LLC, a Michigan limited liability company of 4248 W M-61, Standish, MI 48658 ("**TJS**").

RECITALS

- A. As part of its programming, the City's Parks and Recreation Department, in cooperation with the Greater Wyoming Community Resource Alliance (the "**Alliance**"), sponsors an annual spring carnival.
- B. TJS provides carnival rides, games, amusements and concessions in differing venues.
- C. The 2019 Spring Carnival is scheduled to begin on April 26, 2019 and end on May 5, 2019 (the "**Carnival Dates**") in a designated area of the City's Lamar Park, 2561 Porter Street SW, Wyoming, MI 48509 (the "**Carnival Site**").

TERMS AND CONDITIONS

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

- 1. TJS's Obligations. TJS will:
 - A. Provide, manage, and operate a "turn-key," top quality carnival on the Carnival Dates at the Carnival Site consisting of carnival rides, games, amusements, and concessions generally in keeping with past carnivals TJS has provided for the City's Spring Carnival. The Spring Carnival will operate only between the hours of 4:00 p.m. and 8:30 p.m. on Monday through Thursday of the Carnival Dates, 2:00 p.m. and 8:30 p.m. on Friday of the Carnival Dates and noon and 8:30 p.m. on Saturdays and Sundays of the Carnival Dates (the "**Permitted Times**").
 - 1. TJS will provide all ticket sales, grounds clean-up, hand sanitizing stations, photo opportunity boards, trash and refuse receptacles, electrical cable covers, shaded areas with bench seating, a centrally located office open and available to the City's personnel and staffed by TJS to address any questions or concerns, and all related services and amenities.
 - 2. TJS personnel will all wear distinguishing, identifying uniform shirts and hats during all Permitted Times. All TJS personnel will treat City staff, Alliance staff, City and Alliance volunteers, Spring Carnival patrons, and the general public with civility, respect, and courtesy.
 - B. Arrive at the Carnival Site at a date and time to be arranged with the Special Events & Marketing Programmer for the City's Parks and Recreation Department (the "**City Contact**") to set-up in a manner acceptable to the City Contact the carnival within the Carnival Site which is to be enclosed by the City with temporary cattle fencing.
 - C. Remove the carnival, all vehicles and TJS personnel following the end of the Spring Carnival and restore the Carnival Site to a condition as good as it was in prior to TJS's arrival at the Carnival Site. Such removal and restoration shall be completed by the date and time arranged with the City Contact.
 - D. Except during set-up and tear-down, maintain the Carnival Site during TJS's occupancy in a clean and neat condition, free of any trash or refuse outside of designated waste or recycling containers. TJS shall arrange for a dumpster and will regularly empty all trash and refuse containers.
 - E. Comply with the security plan it provides to and that is approved by the City's Public Safety Department, which shall, at a minimum, include:
 - 1. TJS will have TJS personnel designated as "security" personnel by distinctive hats, shirts, badges or other means during all Friday, Saturday and Sunday Permitted Hours. Other TJS personnel will also perform security-related functions in addition to their other duties during those Friday, Saturday and Sunday Permitted Hours and during other Permitted Hours. Those TJS personnel will be equipped with 2-way radios allowing direct communications with the Spring Carnival office.
 - 2. TJS will, at its expense, enter into a **Police Support Contract** with the City, generally in the form attached as **Exhibit A**, to provide 2 City police officers during agreed-upon Permitted Hours on Thursday, Friday, Saturday and Sunday.

- F. Manage and operate the Spring Carnival in a safe manner. The Permitted Hours are not required hours of operation, but the only hours that operation is permitted. TJS shall determine whether weather, power outages, or other conditions make Spring Carnival operation unsafe and limit or cease operations during such times as TJS deems it unsafe operate. However, TJS shall comply with any directives issued by the City's Department of Public Safety, City's Inspections officials or others limiting or halting operations of some or all of the Spring Carnival during certain times.
 - G. For itself and its personnel obtain, maintain, and comply all permits, licenses, registrations, certificates or other approvals required to own, manage, operate, site, set-up, tear-down, use, or transport all or any parts of the Spring Carnival including all rides, equipment, games, amusements, concessions, personnel's living quarters, office and other components and activities of the Spring Carnival. This includes arranging for and undergoing any required inspections by federal, state, county and City agencies or officials.
 - H. Ensure TJS and its personnel comply with all applicable (i) laws, rules, and regulations, (ii) requirements of licenses, permits, and other approvals, and (iii) orders of governmental agencies, officials and courts. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration and Michigan Occupational Safety and Health Act safe practices.
 - I. Comply with the terms of the City Carnival License and City Business License issued to TJS.
 - J. Provide the insurance required by this Contract.
 - K. Comply with notices, directions, notifications and other communications from City Inspections and Fire Department officials concerning actions needed to comply with applicable construction, fire and other codes.
 - L. Ensure TJS and its personnel comply with all other terms of this Contract.
 - M. Pay jointly to the City and the Alliance a total amount equal to 20% of TJS's gross receipts for carnival rides at the Spring Carnival. TJS will provide a reasonable accounting of the gross receipts. The City may, at its request, audit TJS's receipts for the Spring Carnival.
2. City Obligations. The City will:
- A. Provide on the Carnival Site with the perimeter enclosed by temporary cattle fencing for the Carnival and provide an area on the Carnival Site for living quarters for TJS personnel.
 - B. Provide TJS personnel access to electric power, to potable water and to the Lamar Park restrooms in a manner arranged by the City's Parks Facilities Supervisor with TJS.
 - 1. The City does not promise that the provided electric power is sufficient for any particular person or use and it is up to TJS to determine whether or not it meets the needs for the Spring Carnival and for any given ride, amusement or other equipment, device or use. However, the City's Inspection staff will inspect the electric power and uses for compliance with applicable construction and other codes.
 - 2. The City's inspection staff may also inspect water connections and uses for compliance with applicable construction and other codes.
 - C. The City's fire inspection staff will also inspect the Carnival Site during and after set-up for compliance with applicable fire codes and other standards.
3. City Standard Terms and Conditions.
- A. TJS and its personnel will not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment, or matters related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a particular job or position. TJS and its personnel will not discriminate, harass, or retaliate against a City officer or employee or a member of the public because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information unless a federal or state law mandates contrary action. "Sex" includes sexual orientation and gender identity or expression. "Gender identity or expression" means the perception by an individual or another person of the gender identity, appearance, behavior, or expression of the

individual whether or not that gender identity, appearance, behavior, or expression is different from the gender identity, appearance, behavior, or expression traditionally associated with the sex assigned to the individual at birth. "Sexual orientation" means the term as defined by Michigan Civil Service Commission Rule 9-1.

- B. TJS is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
- C. TJS and its members, officers and employees, have not engaged in and will not engage in: (i) holding or acquiring an interest that would conflict with this Contract; (ii) an act that creates an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, except TJS's personnel, any consideration contingent upon the award of this Contract. No TJS member, officer, or key employee is a spouse, parent, child, grandchild, or sibling of the mayor, a city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City before signing this Contract. TJS will immediately notify the City of any change in these circumstances.
- D. TJS guarantees the use of software, records or other intellectual property used to meeting its obligations or exercising its rights under this Contract will not infringe any copyright, patent, trademark or other intellectual property rights.
- E. TJS will retain copies of all records related to this Contract for at least 6 years after completion of this Contract and will, upon the City's request, allow inspection, auditing and copying of all retained records.

4. Independent Contractor. TJS is an independent contractor.

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

5. Risk Allocation and Insurance.

- A. TJS will hold the City, the Alliance, and their respective elected and appointed officers, employees and volunteers harmless from any injuries or property damage TJS and TJS's members, employees and other personnel may suffer during TJS's performance of under this Contract. Without limiting the generality of the previous sentence, TJS to the extent permitted by law, TJS releases the City, the Alliance and their respective elected and appointed officers, employees and volunteers, from all liability or responsibility to TJS and its members, officers, employees and other personnel and anyone claiming through or under TJS by subrogation nor otherwise, for any loss or damage to property of TJS or its members, officers, employees or other personnel caused by fire or any other casualty during the

occupancy or use of any part of the Carnival Site by TJS or its members, officers, employees or other personnel, even if the fire or other casualty was caused by the fault or negligence of the City, the Alliance or their respective elected or appointed officers, employees or volunteers. TJS will ensure that its insurance policies include a clause or endorsement to the effect that such release will shall not adversely affect or impair such policies or prejudice the right of TJS to recover thereunder.

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

C. Contractor has and will maintain the insurance coverage identified in the **Certificate of Liability Insurance** produced by Haas & Wilkerson Insurance, 4300 Shawnee Mission Parkway, Fairway, KS 66205, Client#: 12388, issued 2/14/2019, showing coverage by ACE American Insurance Company, NAIC# 22667, Policy # G24634358, and policy period from 04/01/2019 to 04/01/2020, that was filed with the City, a copy of which is attached as **Exhibit B**.

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

7. General Provisions.

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

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

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

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

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

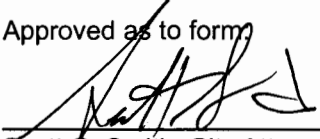
[SIGNATURES ON NEXT PAGE]

CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

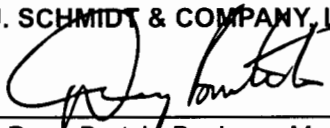
By: _____
Kelli A. VandenBerg, Clerk

Date signed: _____, 2019

Approved as to form


Scott G. Smith, City Attorney

T. J. SCHMIDT & COMPANY, LLC

By: 

Doug Burtch, Business Manager

Date signed: March 12, 2019

Attachments

- Exhibit A – Police Support Contract
- Exhibit B – Certificate of Insurance

EXHIBIT A
POLICE SUPPORT CONTRACT
(2019 SPRING CARNIVAL)

This Police Support Contract is made as of March 12, 2019, between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 48509 (the "City") and T. J. Schmidt Company, LLC a Michigan limited liability company of 4248 W M-61, Standish, MI 48658 ("Company").

RECITALS

- A. The Company intends to occupy a part of Lamar Park in the City (the "Site") to operate the 2019 Spring Carnival from April 26, 2019 through May 5, 2019, in accordance with the 2019 Spring Carnival Agreement between the City and the Company dated as of March 12, 2019 (the "Event").¹³
- B. The Company expects to draw many patrons during its hours of operations which are between the hours of 4:00 p.m. and 8:30 p.m. on Monday through Thursday of the Carnival Dates, 2:00 p.m. and 8:30 p.m. on Friday of the Carnival Dates and noon and 8:30 p.m. on Saturdays and Sundays of the Carnival Dates ("Operation Hours").
- C. While it has its own security team, the Company, as part of an overall cooperative and foresighted effort to attend to the safe operation of the Event, believes a local police presence during a part of the Operation Hours on Thursday, Friday, Saturday and Sunday will help the Company ensure the safety of Event patrons, the general public and Company personnel during the operation of the Event.
- F. The City is amenable to assigning police officers to provide that local police presence in accordance with this Contract.

TERMS AND CONDITIONS

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

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

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

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

2. **Payment.** The Company will pay the City for the service provided under this Contract at the rate of \$54.45 per officer per hour. The Company and City currently estimate 102 hours will be paid under this Contract for a total of \$5,451.90. If the hours worked are more or less than the estimated number of hours, the Company will be billed for only those hours actually worked or reimbursed for any hours for which it has paid but officer did not work.

A. The Company will pay \$1,500.00 to the City not later than April 23, 2019, as a deposit toward the amount to be paid under this Contract.

B. Not later than June 6, 2019, the City will provide the Company an invoice detailing any additional amounts due or the amount to be refunded to the Company from the deposited amount.

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

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

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

5. **General Provisions.**

A. This Contract is the entire agreement between the parties regarding to its subject matter although there is a separate 2019 Spring Carnival Contract between the parties. This Contract may not be amended or modified except in writing signed by both parties. It shall not be affected by any course of dealing and the waiver of a breach shall not constitute a waiver of a later breach of the same or another provision. Its captions are for reference only and shall not affect its interpretation but its recitals are an integral part of this Contract. This Contract was made in Kent County, Michigan and it shall be governed by and interpreted in accordance with Michigan law.

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

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

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

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

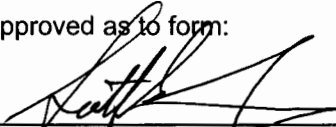
CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, Clerk

Date signed: _____, 2019

Approved as to form:



Scott G. Smith, City Attorney

T. J. SCHMIDT & COMPANY, LLC


By: _____
Doug Burtch, Business Manager

Date signed: March 12, 2019

3.18.19

City Attorney/City Manager

RESOLUTION NO. _____

RESOLUTION TO TERMINATE THE INDEPENDENT CONTRACT AGREEMENT FOR
CONTRACTED ASSESSMENT SERVICES

WHEREAS:

1. Gene Vogan has provided assessment services since 2009, pursuant to resolution number 23311 and an executed Independent Contractor Agreement with Gene Vogan and Associates, Inc. (the "2009 Agreement").
2. Under section 4.6 of the City Charter appointment of a person as the City Assessor is recommended by the City Manager and approved by the City Council, but the City Assessor serves at the pleasure of the City Manager.
3. At the City Manager's recommendation, the City Council has decided to employ a City Assessor and has determined to appoint and employ another person as the City Assessor.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council recognizes and thanks Mr. Vogan for his long, honorable service as City Assessor.
2. Pursuant to section 9 of the 2009 Agreement, City Council is giving notice that the 2009 Agreement is terminated effective June 30, 2019 and directs the City Manager to send a copy of this resolution to Mr. Vogan taking special care to also thank him for his service to the City.
3. All resolutions and parts of resolutions, to the extent of any conflict with this resolution, are 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 March 18, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

3.18.19

Human Resources/KMB

RESOLUTION NO. _____

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF WYOMING AND THE WYOMING ADMINISTRATIVE AND SUPERVISORY ASSOCIATION AND TO AMEND THE ADMINISTRATIVE AND SUPERVISORY ASSOCIATION CLASSIFICATION AND SALARY SCHEDULE

WHEREAS:

1. The Wyoming City Council has approved Employment Contracts and Classification and Salary Schedules between the City of Wyoming and the Wyoming Administrative and Supervisory Association.
2. The City Manager recommends City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming Administrative and Supervisory Association to remove the classification of City Assessor as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Memorandum of Understanding

Resolution No. _____

MEMORANDUM OF UNDERSTANDING

RE: City Assessor

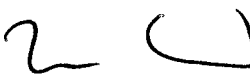
The City of Wyoming ("City") and the Wyoming Administrative and Supervisory Employees Association agree as follows:

1. The classification of City Assessor is hereby excluded from the bargaining unit.
2. Modify Article I, Section 2 of the collective bargaining agreement by adding City Assessor to the list of excluded classifications

CITY OF WYOMING

WYOMING ADMINISTRATIVE AND
SUPERVISORY EMPLOYEES ASSOCIATION

By: _____
Its: City Manager

By: Myron Erickson 
Its: President

Date: _____

Date: 19 November 2018

RESOLUTION NO. _____

RESOLUTION TO APPROVE APPOINTMENT OF CITY ASSESSOR

WHEREAS:

1. The City Charter provides that the City Manager is to recommend and the City Council is to approve the appointment of a City Assessor to serve at the pleasure of the City Manager.
2. The City Manager has recommended that the City Council approve the appointment of Scott Engerson as City Assessor.
3. The City Manager has negotiated an employment agreement with the City Assessor.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves the appointment of Scott Engerson as City Assessor for the City of Wyoming, effective July 1, 2019.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2019.

ATTACHMENT:
Employment Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING
EMPLOYMENT AGREEMENT
CITY ASSESSOR

THIS AGREEMENT between Scott A. Engerson, of [REDACTED]
[REDACTED] (“Employee”), and the City of Wyoming, a municipal corporation, of 1155 – 28th
Street SW, Wyoming, Michigan 49509 (“City”), is made on the following terms:

1. **TERM.** The City employs and appoints the Employee as City Assessor for the City. This appointment shall be effective July 1, 2019. The Employee understands that as City Assessor, the Employee serves at the pleasure of the City Manager, who may terminate the Employee’s employment and appointment, for any reason or without any reason, at any time as provided by the City Charter and City Code of Ordinances.

2. **PERFORMANCE.** The Employee will perform the duties of City Assessor as set forth in the constitution and laws of the State of Michigan, City Charter, City Code of Ordinances, City Council resolutions, established policies and regulations of the City, , and as directed by the City Manager. A job description has been provided to the Employee that the City may periodically revise with notice to the Employee. The Employee shall perform the Employee’s duties in a competent and professional manner and shall report to and be supervised by the City Manager.

3. **SERVICE DATE.** The Employee’s date of service with the City shall be July 1, 2019. The Employee shall be credited with all earned benefits from his service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

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

5. **BENEFITS.** The Employee shall be provided the same health insurance plan (including employee contribution and opt-out option), dental, vision and life insurance plans, defined contribution plan, post-employment health plan, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to department head employees in the Administrative and Supervisory Association unless otherwise stated in this Agreement. Benefits shall be based on a hire date of July 1, 2019.

In addition to the above-stated benefits, the Employee shall be credited with 80 hours of vacation upon starting employment. On January 1, 2020 and annually thereafter the Employee shall be credited with 160 hours of vacation until such time as the Administrative and Supervisory Association department head vacation schedule applies.

Notwithstanding any other provision of this Agreement, the Employee shall not be eligible for a payout of any accrued benefits upon separation from employment until the Employee has been employed by the City for at least 5 years.

6. **PROFESSIONAL REQUIREMENTS.**

a. The Employee shall at all times be and remain qualified as a Michigan Master Assessing Officer. The Employee shall promptly report to the City any professional grievance or complaint against the Employee, any claim of professional malpractice against the Employee, or any action against or

investigation of the Employee undertaken by the State Tax Commission or other agency of competent jurisdiction.

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

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

b. By the City Manager for the reason that the Employee 1) failed to substantially perform the Employee's job duties; 2) committed misfeasance, malfeasance or nonfeasance in the Employee's position; 3) engaged in criminal misconduct; 4) is convicted of any felony; 5) is convicted of a misdemeanor involving bodily harm or dishonesty; 6) performed a deliberate and wrongful act; or 7) is no longer qualified as a Michigan Master Assessing Officer or can no longer act as the City's Assessor. In such circumstances, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits.

c. By the City Manager, other than as provided in subsection (b) of this Section. If such action is taken, the City shall pay the Employee, in addition to any other amounts to which the Employee is entitled under this Agreement, an amount

equal to six months of the Employee's base salary. Such severance pay will be paid to the Employee over a six-month period by checks issued on regular City paydays and will have appropriate amounts withheld. The Employee's insurance (health, dental, vision and life) shall continue to be paid by the City for the same period. However, if the Employee secures another position of equal or greater pay during the six-month period, the City's obligation to make severance payments and continue insurance will cease. If the Employee takes another position at less pay during the six-month period, the City's obligation will be limited to the difference in pay for the balance of said six-month period. For purposes of this section, "another position" shall include employment, self-employment, independent contracting, or compensation from any source. The aforesaid severance pay and benefits shall be paid to the Employee contingent upon the Employee executing a waiver and release of all claims satisfactory to the City.

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

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

8. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, without regard to any written or oral contracts to the contrary. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Employee or to the employment relationship between the Employee and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

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

10. APPLICABLE LAW. The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

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

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

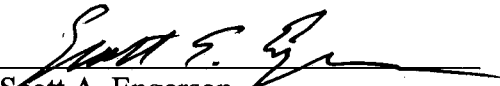
13. BINDING. This Agreement shall be binding upon the parties and their heirs, subrogates, successors and assigns.

14. RETURN OF CITY PROPERTY. The Employee agrees that when the Employee's employment ends, the Employee is responsible for returning any City-owned

property in the Employee's possession and for paying any expenses or other amounts that the Employee may owe to the City at that time. The Employee authorizes the City to deduct any amount owed from any wage or benefit payments that may be due to the Employee.

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

Dated: 3.12, 2019


Scott A. Engerson

CITY OF WYOMING

Dated: _____, 2019

Curtis L. Holt
City Manager

3.18.19

Human Resources/City Manager

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE
AN ASSESSMENT CONSULTING CONTRACT

WHEREAS:

1. After April 25, 2019, the Assessor's Office will be in need of additional commercial and industrial appraisal assistance through no later than December 31, 2019.
2. The City Manager recommends the City enter into the attached Assessment Consulting Contract with Karen Oppeneer.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve and authorize the City Manager to execute the attached Assessment Consulting Contract with Karen Oppeneer.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Assessment Consulting Contract

Resolution No. _____

ASSESSMENT CONSULTING CONTRACT

This Assessment Consulting Contract is made as of _____, 2019, between the City of Wyoming, a Michigan municipal corporation the address of which is 1155 28th Street SW, Wyoming, MI 49509, Attn: City Manager (the "City") and Karen Oppeneer, an individual whose address is 3142 Rush Creek Drive SW, Byron Center, MI 49315 ("Ms. Oppeneer").

RECITALS

- A. Ms. Oppeneer is a Michigan Advanced Assessing Officer ("MAAO") who served the City for 43 years and has now entered her well-deserved retirement.
- B. The City's newly appointed City Assessor, who takes office July 1, 2019 (the "New Assessor"), has expressed a desire to be able to consult with Ms. Oppeneer and, other City officials have also said they wish to consult with Ms. Oppeneer to smooth the transition to the New Assessor and to take advantage of Ms. Oppeneer's considerable experience and expertise.
- C. Ms. Oppeneer is amenable to consulting with the City in accordance with the terms of this Contract.

TERMS AND CONDITIONS

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

1. Services. From the date of her retirement until December 31, 2019, at the request of the City Assessor, City Manager, City Attorney, or City Assessor staff, Ms. Oppeneer will provide background, information, Michigan Tax Tribunal testimony, and professional MAAO services as may be requested.

A. The parties anticipate such requests will require from Ms. Oppeneer an average of 12 or fewer hours per week so that in any given week more or less time may be needed. Ms. Oppeneer will determine when she will provide the needed services and will attend such meetings and be available at such hours as she and those requesting her services mutually agree. When working at the City's city hall Ms. Oppeneer will be provided limited use of City computers, copiers and other equipment and needed supplies so she need not bring her own. When working outside of city hall, Ms. Oppeneer shall either take from city hall copies of such records as needed to perform her services or be provided limited remote access to the City's electronic records.

B. Ms. Oppeneer will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) professional standards, and (iii) orders of governmental agencies, officials and courts, including, without limitation, the State Tax Commission and Michigan Tax Tribunal. Ms. Oppeneer will perform her services consistent with the standard of practice and care of Michigan MAAOs.

2. Qualifications. Ms. Oppeneer represents and promises that:

A. She is and will maintain her status as a MAAO and any other licenses, registrations, certifications, memberships, or other approvals needed to perform the services under this Contract.

B. She (i) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) within 3-years preceding this Contract she has not been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is not presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and (iv) has not within 3-years preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

C. She is not on and will remain off the Federal Excluded Parties List ("EPLS"). If she is on the EPLS when signing or during the term of this Contract, in addition to any other remedies to which it may be entitled the City may recover all moneys paid to Ms. Oppeneer, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.

- D. She is not an “Iran linked business” under Michigan’s Iran Economic Sanctions Act, 2012 PA 517.
- E. She has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person any consideration contingent upon the award of this Contract. Ms. Oppenheimer is not a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City. Ms. Oppenheimer will immediately notify the City of any change in this circumstance.

3. Independent Contractor.

- A. Ms. Oppenheimer is an independent contractor wholly independent of the City. She is not a City officer or employee. She shall not represent herself to be an City officer or employee.
- B. The City has no responsibility to supervise, compensate or insure Ms. Oppenheimer.
- C. Ms. Oppenheimer may provide services for other municipalities to the extent they do not interfere with services provided under this Contract.

4. Payment. For services she provides under this Contract, the City will pay Ms. Oppenheimer the amount of \$100 per hour.

- A. Ms. Oppenheimer will submit to the City Manager monthly invoices for services provided the preceding month. Services shall be billed in 1/10 hour increments. Invoices shall provide the date services were performed, a description of the services provided, and the time expended providing the services. Invoices shall also include out-of-pocket expenses paid by Ms. Oppenheimer such as any long-distance or other charges for use of her personal cell phone, postage or other costs.
- B. The City will ordinarily make payments to Ms. Oppenheimer within 30 days of the date the City receives her invoice. If there is a dispute over any payment, the City will pay the undisputed portion of the payment and set aside the disputed portion until further information is obtained and the dispute is resolved.
- C. Because Ms. Oppenheimer is an independent contractor, the City will not withhold from such payments or otherwise pay any amounts for Medicare or Social Security contributions, federal or state income taxes, insurance, retirement programs or other purposes. Ms. Oppenheimer shall be responsible to making any required for Medicare or Social Security contributions and federal and state income tax payments. Similarly, the City will not provide unemployment compensation, workers disability compensation, medical, dental, life, disability or any other insurance coverage for Ms. Oppenheimer or any of her dependents except to the extent any such insurance has been provided to her as a City retiree. Ms. Oppenheimer will be solely responsible to obtaining any unemployment compensation, workers disability compensation, medical, dental, life, disability or any other insurance coverage she desires for herself or her dependents.

- D. Ms. Oppenheimer will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).

5. Diversity and Inclusion. Ms. Oppenheimer will not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment, or matters related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee’s or applicant’s ability to perform the duties of a particular job or position. Ms. Oppenheimer not discriminate, harass, or retaliate against a member of the public or City officer or employee because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information unless a federal or state law mandates contrary action. “Sex” includes sexual orientation and gender identity or expression. “Gender identity or expression” means the perception by an individual or another person of the gender identity, appearance, behavior, or expression of the individual whether or not that gender identity, appearance, behavior, or expression is different from the gender identity, appearance, behavior, or expression traditionally associated with the sex assigned to the individual at birth. “Sexual orientation” means the term as defined by Michigan Civil Service Commission Rule 9-1.

6. Media Releases. Media releases (including promotional literature and commercial advertisements) pertaining to this Contract shall not be made without and only in accordance with the City Manager's prior written approval.

7. Document Ownership and Use.

A. All documents Ms. Oppenneer generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City and be filed in the City Assessor's office.

B. Ms. Oppenneer guarantees the sale or use of software, records or other intellectual property provided under or used to perform this Contract will not infringe any copyright, patent, trademark or other intellectual property rights.

8. Risk Allocation and Insurance.

A. Ms. Oppenneer is solely responsible for (i) the means and methods of services provided under this Contract, (ii) her conduct, and (iii) any injuries or property damage she causes while providing services under this Contract. Ms. Oppenneer shall hold the City and the City's officers and employees harmless from and indemnify them for any claims made by persons other than the City for personal injuries or property damage she causes, but not for any negligence or wrongdoing of the City or the City's officers or employees.

B. The City will provide general liability to cover Ms. Oppenneer while she is in City Hall or while she is otherwise engaged in activities under this Contract. Ms. Oppenneer will provide her own automobile/motor vehicle insurance and the City WILL NOT PROVIDE AUTOMOBILE/MOTOR VEHICLE INSURANCE covering Ms. Oppenneer or vehicles she drives. Ms. Oppenneer shall take steps to ensure her automobile/motor vehicle insurance provides primary coverage. She will provide the City copies certificates of insurance and, if requested, her policies of insurance and any endorsements for her automobile/motor vehicle insurance.

9. General Provisions.

A. This Contract was made in Kent County, Michigan and is the entire agreement between the parties as to its subject matter. It may not be amended or modified except in writing signed by both parties. It shall not be affected by any course of dealing and the waiver of a breach shall not constitute a waiver of a later breach of the same or any other provision. Captions are only for reference only and shall not affect its interpretation but the recitals are an integral part of this Contract. This Contract shall be governed by and interpreted under, Michigan law.

B. Reference by office to any City officer includes that City officer's designee.

C. Ms. Oppenneer may not assign any of her duties or obligations under this Contract without the City's prior written consent and no other individuals or entities are intended to be beneficiaries of this Contract.

D. Either party may terminate this Contract at any time by written notice to the other party.

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

CITY OF WYOMING

KAREN OPPENNEER

By: _____
Jack A. Poll, Mayor

Date signed: _____, 2019

By: _____
Kelli A. VandenBerg, Clerk

Date signed: _____, 2019

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE AN EMPLOYMENT CONTRACT BETWEEN THE WYOMING FIRE
FIGHTERS ASSOCIATION AND THE CITY OF WYOMING

WHEREAS:

1. The Employment Contract between the Wyoming Fire Fighters Association and the City of Wyoming effective July 1, 2019 through June 30, 2023, was approved by the Wyoming Fire Fighters Association.
2. It is recommended that the City Council approve said Contract.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the Employment Contract between the Wyoming Fire Fighters Association and the City of Wyoming effective July 1, 2019 through June 30, 2023.
2. The City Council for the City of Wyoming does hereby authorize the Mayor and City Clerk to execute said Employment Contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Notice from the WYFF
Tentative Settlement Agreement
Classification and Wage Schedules

Bosker, Kristen

From: Wyoming Firefighters <wyoming2758@gmail.com>
Sent: Tuesday, March 5, 2019 11:12 AM
To: Oostindie, Kim; Bosker, Kristen
Cc: Brad Deppe; Brandon Travis
Subject: Vote on contract

Kim and Kristen,

The vote to accept the proposed contract was a unanimous yes this morning. The Wyoming Firefighters Association Local # 5758 accepts the proposed contract.

Please advise if you require any additional from me.

Sincerely,

Lacey Koens, President

**CITY OF WYOMING – TENTATIVE SETTLEMENT AGREEMENT BETWEEN THE CITY OF WYOMING
AND THE WYOMING FIRE FIGHTERS ASSOCIATION**

All changes are subject to ratification by the Wyoming Fire Fighters Association and approval by the City Council.

Council Date: March 18, 2019

1. Duration
July 1, 2019 through June 30, 2023 (four years)
2. Article 3 Association Representation, Section 2. Grievance Committee
Change immediate supervisor to Fire Chief or designee.
3. Article 4 Association Security & Article 5 Checkoff, Compliance with Janus Decision
Modify Articles 4 and 5 as follows:
 - Change the title of Article 4 to “Association Membership.”
 - Modify the currently unnumbered section in Article 4 to read as follows:
Section 1. Association Membership. Membership in the Association or any payment to the Association is not a condition of employment. Payment of dues and assessments in accordance with the Association’s Constitution and Bylaws may be required by the Association of a member of the Association. Each employee shall be given a copy of this Contract.
 - Modify Article 5, Section 1 to read as follows:
Section 1. Deductions. During the term of this Agreement, the Employer shall deduct each pay period such dues, assessments, or service fees certified by the Association from the pay of each employee who voluntarily executes and files with the Employer a proper checkoff authorization form, and forward such amounts to the Association.
4. Article 6, Section 9. Daily Acting Assignment – update language in second paragraph as shown below:
Daily acting assignments, for the purpose of balancing manpower, will ~~utilize “certification” and “seniority” as factors in determining~~ **first be determined based on the most recent promotional list. In the absence of a promotional list, certification and seniority will be determining factors when deciding who will fill in at a higher classified position.**
5. Article 8 Seniority and Shift Draw, Section 1. Definition – change section 1 as shown below:
Section 1. Definition. Seniority is continuous paid employment with the Employer plus approved absences involving educational, military and sick leaves. Two or more persons who began their employment on the same day shall have their seniority determined by the shift **and time** at which they start. ~~If the employees start on the same shift, their seniority will be determined alphabetically according to their last name.~~
6. Article 15, Section C. Military Leave – change Section C as shown below:
Any permanent employee who is called out on emergency **or active** duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard shall be paid **their regular pay for their scheduled work days each day they are required to report for duty** ~~the difference between the amount received for such duty and the salary for each day of duty~~ but not to exceed **100.8 hours per calendar year. 10 working days.**
7. Article 16 Vacations, Section 3. Vacation – Leave of Absence – Delete Section 3
~~If an employee has received permission to be absent without pay, such absence shall not affect the earning of vacation if approved by the Director of Police and Fire Services or the City Manager, otherwise vacation shall be pro-rated for the year in which leave is taken.~~
8. Article 17 Holidays, Section 1, Holidays – change section as shown below:
Floating holidays: Suppression employees shall receive 48 hours, non-suppression employees shall receive ~~24 hours~~ **3 days** and shall be taken at the employee’s discretion with the approval of the immediate supervisor.
9. Article 17 Holidays, Section 2, Overtime – Holiday Pay – change section as shown below:
When an employee works on a holiday and the work shift begins on said holiday, the employee shall be paid at one and one-half times the regular rate for that entire shift. Non-suppression employees shall celebrate holidays and take time off according to the same schedule as City Hall employees and shall be paid on the basis of **their regular work day. eight (8) hours for each holiday.** Non-suppression employees shall receive one and one-half times the regular rate for hours worked on a holiday.

10. Article 18 Insurance and Disability Income Plan, Section 1 – Health – Change as shown below:

Section 1. Health. The Employer shall provide each employee and the employee’s dependents with group health coverage which shall include the following:

- The benefits provided under the Employer’s sponsored plan, which shall be at least those in effect July 1, ~~2015~~ **2019**.
- ~~The office visit co-pay shall be \$10. Co-pays for using a specialist shall be \$20 (unless the specialist is the member’s primary care physician in which case it shall be \$10), \$35 for using an urgent care facility, \$50 for using a hospital emergency room visit (waived if admitted), and \$50 for imaging services (maximum two imaging co-pays per year).~~
- ~~Effective September 1, 2015~~ the co-pays shall be as follows: the office visit co-pay shall be \$20. Co-pays for using a specialist shall be \$30 (unless the specialist is the member’s primary care physician in which case it shall be \$20), \$40 for using an urgent care facility, \$100 for using a hospital emergency room visit (waived if admitted), and \$100 for imaging services (maximum two imaging co-pays per year).
- **Effective July 1, 2021, the office visit co-pay shall be \$25. Co-pays for using a specialist shall be \$40 (unless the specialist is the member’s primary care physician, in which case it shall be \$25), \$50 for using an urgent care facility, \$150 for using a hospital emergency room visit (waived if admitted) and \$125 for imaging services (maximum three imaging co-pays per year).**
- ~~Effective July 1, 2019~~, the prescription co-pay shall be \$10 for generic drugs, ~~\$30~~ **\$40** for preferred name-brand drugs, and ~~\$60~~ **\$70** for non-preferred name-brand drugs.
- **Effective July 1, 2019, the prescription co-pay for specialty drugs shall be 20% of the cost with a maximum of \$100 per prescription per fill.**
- **Effective July 1, 2019, the prescription drug coverage shall change from an open formulary to a closed formulary.**

11. Article 18 Insurance and Disability Income Plan, Section 6. Dental and Vision
Change date from July 1, 2015 to **July 1, 2019**

12. Article 18. Insurance and Disability Income Plan - Add a new Section to Article 18 as shown below:

Affordable Care Act

In the event it is determined that the City will become liable for any excise tax on health care coverage under the Affordable Care Act (“ACA”) (commonly known as the “Cadillac tax”), or for any similar tax, penalty or fine under the ACA, this Agreement shall immediately reopen on the subject of health care coverage and the parties shall immediately meet to bargain for the purpose of modifying the Agreement so as to eliminate all such taxes, penalties or fines for the City.

13. Article 19 Wages and Pay, Section 1. Wages - Replace current wage language with the following (the two paragraphs below wage increase amounts remain the same):

Wage increases shall be as follows:

- July 1, 2019: 2.25%
- July 1, 2020: 2.25%
- July 1, 2021: 2.00%
- July 1, 2022: 2.00%

14. Article 23 Pension – DB and DC, Retiree Health Insurance, PEHP, Retiree Dental and Retiree Life Insurance

Change Section 2, second paragraph as follows:

The Employer shall contribute 8% of an employee’s compensation into the Employer’s sponsored Defined Contribution Plan. **An employee may also contribute to the plan on a voluntary basis.** An employee shall be eligible to participate in the Plan after completing one year of service with the employer. Compensation shall have the same meaning as under Section 2.12 of the Defined Contribution Plan. An employee who is receiving worker’s compensation benefits and the difference between his or her net salary or wage shall continue to receive the 8% Employer contribution calculated as if the employee was actively working. Participants in the Defined Contribution Plan are subject to the rules and regulations of the Employer’s sponsored Plan. An employee eligible to participate in the Defined Contribution Plan shall not be eligible to

participate in the Employer's Defined Benefit Plan. Plan rules and regulations are subject to the Employer's Defined Contribution Plan.

15. Article 23 Pension – DB and DC, Retiree Health Insurance, PEHP, Retiree Dental and Retiree Life Insurance
Delete Section 5. Retirees Life Insurance in its entirety.
16. Article 23 Pension – DB and DC, Retiree Health Insurance, PEHP, Retiree Dental and Retiree Life Insurance -
Add a new Section as follows:
Buyout. The Employer may offer employees a buyout of retiree health insurance on a voluntary basis.
17. Article 24 Employment, Probation, Placement and Promotion, Section 3. Vacancies
~~Section 3. Vacancies. In order to provide advancement opportunity, when vacancies exist, the Employer will supply the Association with a list of such vacancies indicating the title, description of duties, basic personnel requirements, work schedule and rate of pay. An interested employee may make application for such vacancy by filing with the Human Resources Department a statement declaring the desire for a transfer or a promotion. Such statement shall list the employee's qualifications. Subject to the provisions of this section, placement and advancement shall be at the Employer's discretion. The Employer shall consider the employee's experience, work history, qualifications and seniority in filling vacancies. The Employer shall ensure that existing Employer employees will have preference for vacancies or new positions as long as qualifications required for the particular vacancy or new position are met. Promotions and transfers shall be determined by the City Manager or his designee on the basis of tests and seniority. No employee shall be promoted or be eligible for promotion to a higher rank or position during the probationary period.~~
18. Housekeeping
 - A. Update Appendix A to refer to applicable sections of the Retiree Medical Trust and Medical Policy.
 - B. Remove outdated language in Article 16, Subsection C
 - C. Article 23, Section 2 change reference from 2.12 to 2.13
 - D. Change reference from Battalion Chief to Fire Chief or designee (Articles 3 &9).

Appendix B
CLASSIFICATION AND SALARY SCHEDULE
FIRE
7/1/2019 - 2.25% Increase

CODE	CLASSIFICATION	RANGE	HOURLY		ANNUAL	
			Min.	Max.	Min.	Max.
30120	Firefighter - 12 Hour	F05	21.95	26.96	54,787	67,292
30120	Firefighter - 24 Hour	F05	21.95	26.96	57,527	70,657
30110	Fire Equipment Operator	F10	22.89	28.16	59,990	73,802
30140	Fire Lieutenant	F15	24.24	29.90	63,528	78,362
30130	Fire Inspector	F20	26.17	32.33	54,434	67,246
30150	Fire Marshal	F25	30.14	37.07	62,691	77,106
30100	Fire Captain - Training Officer	F25	30.14	37.07	62,691	77,106
30160	Fire Battalion Chief	F30	33.01	40.12	68,661	83,450

The following steps shall constitute the basic wage schedule for all Fire Department employees of the City except the Fire Chief and Deputy Fire Chief.

BASIC HOURLY WAGE SCHEDULE - FIRE

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour & 24 Hour	21.95	22.85	23.79	24.80	25.82	26.96
F10	22.89	23.79	24.84	25.89	26.95	28.16
F15	24.24	25.28	26.31	27.46	28.66	29.90
F20	26.17	27.25	28.45	29.75	31.05	32.33
F25	30.14	31.39	32.74	34.09	35.52	37.07
F30	33.01	34.26	35.58	37.01	38.52	40.12

BASIC ANNUAL WAGE SCHEDULE - FIRE

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour	54,787.20	57,033.60	59,379.84	61,900.80	64,446.72	67,292.16
F05 - 24 Hour	57,526.56	59,885.28	62,348.83	64,995.84	67,669.06	70,656.77
F10	59,990.11	62,348.83	65,100.67	67,852.51	70,630.56	73,801.73
F15	63,528.19	66,253.82	68,953.25	71,967.17	75,112.13	78,361.92
F20	54,433.60	56,680.00	59,176.00	61,880.00	64,584.00	67,246.40
F25	62,691.20	65,291.20	68,099.20	70,907.20	73,881.60	77,105.60
F30	68,660.80	71,260.80	74,006.40	76,980.80	80,121.60	83,449.60

The employer may require new hires to progress through three steps before reaching the "A" Step. The rates of pay for the three steps shall be 85% of "A" Step, 90% of "A" Step, and 95% of "A" Step, respectively.

*F20 - F30 Range based on annual 2,080 hours. F05 (24 Hour) - F15 Range based on 2,620.80 hours.
F05 - 12 Hour based on 2,496 hours.*

Appendix B
CLASSIFICATION AND SALARY SCHEDULE
FIRE
7/1/2020 - 2.25% Increase

CODE	CLASSIFICATION	RANGE	HOURLY		ANNUAL	
			Min.	Max.	Min.	Max.
30120	Firefighter - 12 Hour	F05	22.44	27.57	56,010	68,815
30120	Firefighter - 24 Hour	F05	22.44	27.57	58,811	72,255
30110	Fire Equipment Operator	F10	23.41	28.79	61,353	75,453
30140	Fire Lieutenant	F15	24.79	30.57	64,970	80,118
30130	Fire Inspector	F20	26.76	33.06	55,661	68,765
30150	Fire Marshal	F25	30.82	37.90	64,106	78,832
30100	Fire Captain - Training Officer	F25	30.82	37.90	64,106	78,832
30160	Fire Battalion Chief	F30	33.75	41.02	70,200	85,322

The following steps shall constitute the basic wage schedule for all Fire Department employees of the City except the Fire Chief and Deputy Fire Chief.

BASIC HOURLY WAGE SCHEDULE - FIRE

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour & 24 Hour	22.44	23.36	24.33	25.36	26.40	27.57
F10	23.41	24.33	25.40	26.47	27.56	28.79
F15	24.79	25.85	26.90	28.08	29.30	30.57
F20	26.76	27.86	29.09	30.42	31.75	33.06
F25	30.82	32.10	33.48	34.86	36.32	37.90
F30	33.75	35.03	36.38	37.84	39.39	41.02

BASIC ANNUAL WAGE SCHEDULE - FIRE

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour	56,010.24	58,306.56	60,727.68	63,298.56	65,894.40	68,814.72
F05 - 24 Hour	58,810.75	61,221.89	63,764.06	66,463.49	69,189.12	72,255.46
F10	61,352.93	63,764.06	66,568.32	69,372.58	72,229.25	75,452.83
F15	64,969.63	67,747.68	70,499.52	73,592.06	76,789.44	80,117.86
F20	55,660.80	57,948.80	60,507.20	63,273.60	66,040.00	68,764.80
F25	64,105.60	66,768.00	69,638.40	72,508.80	75,545.60	78,832.00
F30	70,200.00	72,862.40	75,670.40	78,707.20	81,931.20	85,321.60

The employer may require new hires to progress through three steps before reaching the "A" Step. The rates of pay for the three steps shall be 85% of "A" Step, 90% of "A" Step, and 95% of "A" Step, respectively.

*F20 - F30 Range based on annual 2,080 hours. F05 (24 Hour) - F15 Range based on 2,620.80 hours.
F05 - 12 Hour based on 2,496 hours.*

Appendix B
CLASSIFICATION AND SALARY SCHEDULE
FIRE
7/1/2021 - 2.00% Increase

CODE	CLASSIFICATION	RANGE	HOURLY		ANNUAL	
			Min.	Max.	Min.	Max.
30120	Firefighter - 12 Hour	F05	22.89	28.12	57,133	70,188
30120	Firefighter - 24 Hour	F05	22.89	28.12	59,990	73,697
30110	Fire Equipment Operator	F10	23.88	29.37	62,585	76,973
30140	Fire Lieutenant	F15	25.29	31.18	66,280	81,717
30130	Fire Inspector	F20	27.30	33.72	56,784	70,138
30150	Fire Marshal	F25	31.44	38.66	65,395	80,413
30100	Fire Captain - Training Officer	F25	31.44	38.66	65,395	80,413
30160	Fire Battalion Chief	F30	34.43	41.84	71,614	87,027

The following steps shall constitute the basic wage schedule for all Fire Department employees of the City except the Fire Chief and Deputy Fire Chief.

BASIC HOURLY WAGE SCHEDULE - FIRE

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour & 24 Hour	22.89	23.83	24.82	25.87	26.93	28.12
F10	23.88	24.82	25.91	27.00	28.11	29.37
F15	25.29	26.37	27.44	28.64	29.89	31.18
F20	27.30	28.42	29.67	31.03	32.39	33.72
F25	31.44	32.74	34.15	35.56	37.05	38.66
F30	34.43	35.73	37.11	38.60	40.18	41.84

BASIC ANNUAL WAGE SCHEDULE - FIRE

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour	57,133.44	59,479.68	61,950.72	64,571.52	67,217.28	70,187.52
F05 - 24 Hour	59,990.11	62,453.66	65,048.26	67,800.10	70,578.14	73,696.90
F10	62,584.70	65,048.26	67,904.93	70,761.60	73,670.69	76,972.90
F15	66,280.03	69,110.50	71,914.75	75,059.71	78,335.71	81,716.54
F20	56,784.00	59,113.60	61,713.60	64,542.40	67,371.20	70,137.60
F25	65,395.20	68,099.20	71,032.00	73,964.80	77,064.00	80,412.80
F30	71,614.40	74,318.40	77,188.80	80,288.00	83,574.40	87,027.20

The employer may require new hires to progress through three steps before reaching the "A" Step. The rates of pay for the three steps shall be 85% of "A" Step, 90% of "A" Step, and 95% of "A" Step, respectively.

*F20 - F30 Range based on annual 2,080 hours. F05 (24 Hour) - F15 Range based on 2,620.80 hours.
F05 - 12 Hour based on 2,496 hours.*

Appendix B
CLASSIFICATION AND SALARY SCHEDULE
FIRE
7/1/2022 - 2.00% Increase

CODE	CLASSIFICATION	RANGE	HOURLY		ANNUAL	
			Min.	Max.	Min.	Max.
30120	Firefighter - 12 Hour	F05	23.35	28.68	58,282	71,585
30120	Firefighter - 24 Hour	F05	23.35	28.68	61,196	75,165
30110	Fire Equipment Operator	F10	24.36	29.96	63,843	78,519
30140	Fire Lieutenant	F15	25.80	31.80	67,617	83,341
30130	Fire Inspector	F20	27.85	34.39	57,928	71,531
30150	Fire Marshal	F25	32.07	39.43	66,706	82,014
30100	Fire Captain - Training Officer	F25	32.07	39.43	66,706	82,014
30160	Fire Battalion Chief	F30	35.12	42.68	73,050	88,774

The following steps shall constitute the basic wage schedule for all Fire Department employees of the City except the Fire Chief and Deputy Fire Chief.

BASIC HOURLY WAGE SCHEDULE - FIRE

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour & 24 Hour	23.35	24.31	25.32	26.39	27.47	28.68
F10	24.36	25.32	26.43	27.54	28.67	29.96
F15	25.80	26.90	27.99	29.21	30.49	31.80
F20	27.85	28.99	30.26	31.65	33.04	34.39
F25	32.07	33.39	34.83	36.27	37.79	39.43
F30	35.12	36.44	37.85	39.37	40.98	42.68

BASIC ANNUAL WAGE SCHEDULE - FIRE

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour	58,281.60	60,677.76	63,198.72	65,869.44	68,565.12	71,585.28
F05 - 24 Hour	61,195.68	63,711.65	66,358.66	69,162.91	71,993.38	75,164.54
F10	63,842.69	66,358.66	69,267.74	72,176.83	75,138.34	78,519.17
F15	67,616.64	70,499.52	73,356.19	76,553.57	79,908.19	83,341.44
F20	57,928.00	60,299.20	62,940.80	65,832.00	68,723.20	71,531.20
F25	66,705.60	69,451.20	72,446.40	75,441.60	78,603.20	82,014.40
F30	73,049.60	75,795.20	78,728.00	81,889.60	85,238.40	88,774.40

The employer may require new hires to progress through three steps before reaching the "A" Step. The rates of pay for the three steps shall be 85% of "A" Step, 90% of "A" Step, and 95% of "A" Step, respectively.

*F20 - F30 Range based on annual 2,080 hours. F05 (24 Hour) - F15 Range based on 2,620.80 hours.
F05 - 12 Hour based on 2,496 hours.*

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE SIGNING OF CONSENT TO
ASSIGNMENT OF BROWNFIELD DEVELOPMENT AND REIMBURSEMENT
AGREEMENT FOR CWD 2757 44TH, L.L.C. PROJECT

WHEREAS:

1. The City of Wyoming (“City”), the City of Wyoming Brownfield Redevelopment (“WBRA”), and CWD 2757 44th, L.L.C. (“CWD”) entered into a Brownfield Development and Reimbursement Agreement (“Development Agreement”) to provide for use of tax increment revenues to fund repayment of a grant issued by the Michigan Department of Environmental Quality (“MDEQ Grant”) and funds committed by CWD to address certain contaminated soils and related costs in the redevelopment of the property at 2757 44th Street SW in the City (the “Eligible Costs”).
2. Mercantile Bank (the “Bank”) provided an Irrevocable Standby Letter of Credit (“LOC”) to the WBRA and the MDEQ as required by the MDEQ Grant Agreement and has loaned CWD other funds to pay its portion of the Eligible Costs (“Bank Loan”).
3. The Bank asked CWD to assign its rights under the Development Agreement as security for the LOC and Bank Loan.
4. The Development Agreement and CWD’s obligations and rights under the Development Agreement cannot be assigned without the consent of the City and the WBRA.
5. The City is amenable to assignment of CWD’s rights under the Development Agreement provided it is in a form and substance acceptable to the Assistant City Manager and the City Attorney and provided the WBRA Board of Directors also consents.

NOW, THEREFORE, BE IT RESOLVED:

1. The City consents to the assignment of CWD’s rights under the Development Agreement provided it is in a form acceptable to the Assistant City Manager and the City Attorney and provided the WBRA Board of Directors also consents.
2. The Mayor and City Clerk are authorized and directed to sign the documents indicating the City’s consent when they are in a form and substance acceptable to the Assistant City Manager and the City Attorney and provided the WBRA Board of Directors also consents.
3. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Staff Report

Resolution No. _____

STAFF REPORT

Date: March 12, 2019
Subject: Consent to Development & Reimbursement Agreement Assignment
From: Megan Sall, Assistant City Manager
Scott Smith, City Attorney

Meeting Date: March 18, 2019

Background:

The City, the City of Wyoming Brownfield Redevelopment (“WBRA”), and CWD 2757 44th, L.L.C. (“CWD”) entered into a Brownfield Development and Reimbursement Agreement (“Development Agreement”) in 2018 to provide for use of tax increment revenues to fund repayment of a grant issued by the Michigan Department of Environmental Quality (“MDEQ Grant”) and funds committed by CWD to address certain contaminated soils and related costs in the redevelopment of the property at 2757 44th Street SW in the City (the “Eligible Costs”). Mercantile Bank provided an Irrevocable Standby Letter of Credit (“LOC”) to the WBRA and the MDEQ as required by the MDEQ Grant Agreement and has loaned CWD other funds to pay CWD’s portion of the Eligible Costs (“Bank Loan”).

The Bank asked CWD to assign its rights under the Development Agreement as security for the LOC and Bank Loan. However, the Development Agreement and CWD’s obligations and rights under the Development Agreement cannot be assigned without the consent of the City and the WBRA.

Assignment of CWD’s rights for reimbursement under the Development Agreement seems reasonable and is workable if the Bank totally steps into CWD’s shoes. Accordingly, an assignment of CWD’s rights must be accompanied by a corresponding responsibility to perform CWD’s duties under that agreement. In addition, the assignment must (i) not impose any additional responsibilities on the City or WBRA, (ii) not limit the remedies of the City or WBRA, and (iii) allow the Bank to step in only if CWD so directs or consents in writing or a court orders it (so neither the City nor the WBRA need to decide between conflicting claims of CWD and the Bank).

A draft consent letter sent by the Bank did not meet all of these concerns and we are awaiting revisions, but the Bank and CWD wish to promptly address this matter. Therefore we are seeking your approval of the concept providing the consent to the assignment is in a form and substance acceptable to the Assistant City Manager and City Attorney and provided the WBRA Board also approves.

Recommendation:

Adopt proposed Resolution to Approve and Authorize Signing of Consent to Assignment of Brownfield Development and Reimbursement Agreement for CWD 2757 44th, L.L.C. Project.

Sustainability Criteria:

Environmental Quality – Approval will enable CWD 2757 44th, L.L.C. to obtain the funding needed funds to complete the environmental clean-up work approved by the MDEQ.

Social Equity – Approval will not affect social equity.

Economic Strength – Approval will not affect economic strength.

Quality Customer Service – Approval will enable CWD to further its redevelopment effort.

RESOLUTION NO. _____

RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING
WITH THE VA TO COORDINATE LAW ENFORCEMENT ACTIVITIES
AND TO AUTHORIZE AND DIRECT THE CITY MANAGER TO SIGN IT
AND CITY PERSONNEL TO IMPLEMENT IT

WHEREAS:

1. The United States Department of Veterans Affairs (the “VA”) has requested memorandum of understanding (“MOU”) with the City to coordinate certain law enforcement activities related to the VA’s Wyoming Health Care Center at 5838 Metro Way in the City of Wyoming, a draft of which has been reviewed and approved by the City Manager, Police Chief and City Attorney (the “MOU”).
2. The City Council encourages such intergovernmental cooperation, especially when such efforts enhance public safety.

NOW, THEREFORE, BE IT RESOLVED:

1. The MOU is approved in the form acceptable to the Mayor, Police Chief, City Manager and City Attorney.
2. The City Manager is authorized and directed to sign the MOU for the City.
3. All city officers and employees are authorized and directed to implement the MOU.
4. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Staff Report

Resolution No. _____

STAFF REPORT

Date: March 11, 2019
Subject: Resolution Approving Contract with U.S. Veteran's Administration
From: Scott Smith, City Attorney
Meeting Date: March 18, 2019

Background:

The Wyoming Department of Public Safety ("WDPS") was asked by the United States Department of Veteran's Administration ("VA") for a memorandum of understanding ("MOU") addressing coordination with VA Police and other staff in addressing law enforcement situations at the VA's Wyoming Health Care Center located at 5838 Metro Way in the City (the "WHCC"). WDPS personnel, the City Attorney and City Manager have reviewed the proposed MOU and find the proposed coordination is consistent with its current WDPS policies, procedures, and practices. Because it is an intergovernmental agreement City Council approval is appropriate.

Recommendation:

Adopt the "Resolution to Approve a MOU with the VA to Coordinate Law Enforcement Activities and to Authorize and Direct the City Manager to Sign It and City Personnel to Implement It."

Sustainability Criteria:

Environmental Quality – Approval will not affect environmental quality.

Social Equity – This will ensure coordinated law enforcement response and follow-up to Wyoming residents in and personnel serving at the WHCC.

Economic Strength – Because it basically confirms the City's current law enforcement policies, procedures and practices, approval will not financially affect the City.

Quality Customer Service – Coordinated intergovernmental efforts improve service to and/or safety of WHCC residents, nearby property, and involved local and federal personnel.

RESOLUTION NO. _____

RESOLUTION TO APPROVE, AUTHORIZE AND DIRECT THE MAYOR AND CITY
CLERK TO SIGN AN INDIGENT DEFENSE ATTORNEY SERVICES CONTRACT WITH
THE KENT COUNTY OFFICE OF THE DEFENDER

WHEREAS:

1. The City is the “court funding unit” for the 62-A District Court (the “Court”).
2. The Michigan Indigent Defense Commission (“MIDC”) and Michigan Department of Licensing and Regulatory Affairs adopted standards for defense of indigent criminal defendants and the MIDC provided a grant to the City to pay costs to meet those standards to the extent they exceed amounts the City already pays for such services.
3. The grant requires the City to contract for attorneys meeting qualifications to provide indigent defense attorney services established by those standards.
4. The Kent County Office of the Defender (“KCOD”) provides indigent defense attorney services for some Kent County courts, can ensure that its attorneys meet MIDC professional requirements, will ensure attorneys are available and will comply with Court schedules and MIDC timeliness requirements, will provide timely reports to the City enabling the City to comply with MIDC reporting requirements, and will otherwise comply with obligations under the MIDC grant.
5. The City and KCOD have negotiated a proposed Indigent Defense Attorney Services Contract incorporating those terms (the “Contract”).

NOW, THEREFORE, BE IT RESOLVED:

1. The Contract is approved in substantially the form attached subject to such changes as are approved by the City Manager and City Attorney and the Mayor and City Clerk are authorized and directed to sign it for the City.
2. All resolutions and parts of resolutions are, to the extent any conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

STAFF REPORT

Date: March 13, 2019
Subject: MIDC Fund Approval
From: Scott Smith, City Attorney
Meeting Date: March 18, 2019

Background:

The Michigan Indigent Defense Commission (“MIDC”) was formed pursuant to 2013 PA 93 to determine how to provide indigent criminal defendants with attorneys in compliance with constitutional requirements. The MIDC adopted 8 Minimum Standards for Indigent Criminal Defense Services, the first 4 of which were approved by the Michigan Department of Licensing and Regulatory Affairs and are now being implemented. They require education and training of defense counsel, an initial confidential interview by defense counsel, and funding for defense investigation and experts.

Pursuant to 2018 PA 214 the MIDC and City (as the court funding unit for the 62-A District Court) entered into a grant agreement providing state funds to pay costs for providing attorneys to indigent persons to the extent those costs exceed the amounts the City already pays for those services. The City now needs to enter into one or more contracts with attorneys, law firms or other entities to provide the attorneys needed to meet the MIDC requirements within the funding limits of the grant.

As discussed at the February 11, 2019 City Council work session, for a variety of reasons, staff is recommending contracting with the Kent County Office of the Defender (“KCOD”) for those services.

- A. The KCOD already provides indigent defense attorney services for some Kent County Courts so it is already able to administer such a program.
- B. Nearby communities are also considering contracts with the KCOD.
- C. The KCOD will ensure its attorneys meet MIDC education and training requirements and for periodically reports to the City enabling the City to meet MIDC grant reporting requirements.
- D. When substitute attorneys are needed the KCOD will secure them. This will alleviate City/Court staff time to find substitutes and minimize rescheduling.
- E. If there are issues with an assigned attorney they can be addressed with KCOD management.
- F. KCOD attorneys know how to represent indigent clients, reducing chances for disruptive practices, unrealistic defense expectations, or, conversely, poor representation.
- G. This arrangement will preclude disputes about fees or case assignments.
- H. If modifications are needed as the MIDC standards are implemented, a single contract is involved and the KCOD will be making similar modifications with other court funding units.

If the arrangement proves to be unsatisfactory, either party can terminate the Contract upon 180 days’ notice.

Recommendation:

Approve the Resolution Approving, Authorizing and Directing the Mayor and City Clerk to Sign an Indigent Defense Attorney Services Contract with the Kent County Office of the Defender.

Sustainability Criteria:

Environmental Quality – Approval will not affect environmental quality.

Social Equity – All criminal defendants can be represented by competent attorneys.

Economic Strength – Funding comes from the MIDC grant.

Quality Customer Service – Approval ensures the capability of indigent criminal defense attorneys.

INDIGENT DEFENSE ATTORNEY SERVICES CONTRACT

This Indigent Defense Attorney Services Contract is made as of July 1, 2019, among the 62-A District Court, a Michigan district court of the third class of 2650 DeHoop Ave SW, Wyoming, MI 49509 (the "**Court**"), the City of Wyoming, a Michigan municipal corporation and the court funding unit for the Court of 1155 28th St SW, Wyoming, MI 49509 (the "**City**"), and the Kent County Office of the Defender, a Michigan corporation of 146 Monroe Center NW, Suite 920, Grand Rapids, MI 49503 (the "**KCOD**").

RECITALS

- A. The Michigan Indigent Defense Commission ("**MIDC**") proposed Minimum Standards for Indigent Criminal Defense Services and the Michigan Department of Licensing and Regulatory Affairs ("**LARA**") approved the first four of those standards ("**Standards 1-4**") that courts and court funding units are being required to implement.
- B. Standards 1-4 require defense attorneys to meet certain education and training requirements, to conduct initial interviews early in the proceedings, to have the ability to make reasonable investigations and retain reasonably needed experts, and to provide counsel at first appearance and other critical stages of the case.
- C. Pursuant to the Michigan Indigent Defense Commission Act, 2013 PA 93, MCL 780.991 *et seq.*, as amended by 2018 PA 214, ("Act 93") the MIDC and the City have entered into a contract for MIDC Grant #2019-114 to the City, a copy of which contract is attached as **Exhibit A**, to fund a portion of the costs of implementing Standards 1-4 for indigent criminal defense services for qualifying criminal defendants with cases in the Court in accordance with a Compliance Plan and a Budget (both of which terms are defined in the Grant) that the City filed with the MIDC (the "**Grant**").
- D. The Court currently assigns attorneys from a list maintained by the Court to represent some indigent defendants and pays the fees of those attorneys from funds provided in the Court's annual budget that is part of the City's annual budget.
- E. Implementation of Standards 1-4 and the Grant will require more defendants to be provided attorneys and will require more accountability from defense counsel and alter their involvement in the cases.
- F. The KCOD attorneys currently defend some criminal defendants in the Court and KCOD provides attorneys for indigent defendants in other courts in Kent County.
- G. The KCOD is preparing to comply with Standards 1-4 and to provide appropriate accountability to other courts and court funding units as needed to comply with their MIDC grants.
- H. The City, the KCOD and the Court are entering into this Contract to provide the needed indigent criminal defense services with the defense counsel accountability to comply with the Grant.

TERMS AND CONDITIONS

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

- 1. Services. Beginning August 1, 2019, the KCOD will provide indigent legal defense attorney services to indigent defendants in the Court in compliance with Standards 1-4, the Grant, and the terms of this Contract.
 - A. The KCOD will assign KCOD attorneys and other KCOD personnel to provide services under this Contract.
 - 1. The KCOD and all KCOD attorneys assigned will comply with the requirements in and conduct themselves in accordance with (i) Standards 1-4, (ii) the Michigan Rules of Professional Conduct, (iii) the Michigan Court Rules, (iv) other applicable Michigan law, (v) rules, policies or practices of the Court, and (vi) the requirements of this Contract and the Grant.
 - 2. The KCOD will be responsible to ensuring KCOD attorneys have met with their clients, are prepared for, and attend scheduled arraignments, pre-trial conferences, pleas, trials and other Court events. If an assigned attorney is unavailable, the KCOD shall assign such substitute or

new counsel as may be reasonably necessary to avoid postponements or other delays in proceedings.

3. The KCOD, the Court and, as may be needed, the City shall work cooperatively to arrange schedules for arraignments, pre-trial conferences, pleas, trials and other events in a manner that is mutually acceptable, if not mutually satisfactory. The Court and the City will extend to the KCOD and KCOD attorneys the same scheduling courtesies they each extend to any law firm and defense attorneys.

B. The KCOD will periodically and, as requested, report to the City Finance Department and the Court Administrator in writing the information needed by the City and the Court to comply with reporting and other accountability requirements of the Grant related to the qualifications of KCOD personnel and services that are funded wholly or partially by Grant funds. The KCOD, the City and the Court shall work cooperatively to develop and use a form of and schedule for reporting that is mutually satisfactory and enables all parties to comply with the Grant without being unduly burdensome to any party.

1. The KCOD will arrange for all training/education required of KCOD personnel to comply with Standards 1-4 and the terms of the Grant.

2. The City will reimburse the KCOD, the Grand Rapids Bar Association, or other training/education provider for costs of the training/education required to meet Standards 1-4 and the terms of the Grant. The KCOD or training provider shall invoice the City for the City's pro-rata share of the costs of developing and conducting the training on the same basis the KCOD or training provider invoices other court funding units for such services. Costs paid by the City for training/education shall not exceed the amounts in the budget that is attached to the Grant.

C. The KCOD will be solely responsible for all KCOD personnel and all actions of KCOD personnel. Neither the City nor the Court will direct the KCOD to assign (or not to assign) any particular attorneys or personnel or otherwise direct the KCOD or KCOD personnel. However, either the City or the Court may from time-to-time interact with KCOD management (*i.e.*, KCOD supervisory or other management personnel identified by KCOD as key KCOD contact(s) for the City and the Court) regarding any concerns, praises, or other matters particular attorneys or other personnel assigned by KCOD pursuant to this Contract and KCOD will address the matters raised in a manner deemed appropriate by KCOD. Moreover, nothing in this Contract will prevent either the Court or the City from addressing concerns about a KCOD attorney in a manner similar to that with which either of them may deal with any other attorneys appearing in the Court.

D. The KCOD will use interpreter services pursuant to any contract entered into between the Court and interpreter service providers. The KCOD attorney assigned to each individual matter to make appropriate advance scheduling arrangements with the criminal division staff or other designated Court staff for interpreter services. At least a 24-hour notice is needed prior to a scheduled event with a Spanish-speaking defendant, and a 72-hour prior notice is needed for other languages and signers for a scheduled event. Any costs associated with the use of interpreter services, not pursuant to this agreement, or without specific authorization to pay by court order shall be the responsibility of the KCOD.

2. Qualifications. The KCOD represents and promises that:

A. Any KCOD personnel providing services under this Contract have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan. All assigned KCOD attorneys shall be members in good standing of the State Bar of Michigan.

1. If litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") is filed or otherwise initiated against the KCOD or any KCOD attorney who is assigned or has been assigned to provide services pursuant to this Contract that has a direct bearing on the ability of the KCOD or that KCOD attorney to practice law in the Court, the KCOD will, within 7 calendar days, notify the Chief Judge of the Court and the City Manager of the City in writing that such a Proceeding has been initiated. Without compromising the any privilege or the defense of the

action that notice shall include a copy of the notice, summons, complaint, citation or other documents initiating the Proceeding and explain (i) whether that action is in any way related to any service provided pursuant to this Contract, (ii) whether the KCOD personnel involved in the alleged circumstances giving rise to the Proceeding have provided services pursuant to this Contract, (iii) the general nature of the allegations, (iv) whether in light of the Proceeding the status of the KCOD personnel with the KCOD has changed, and (v) such other information as either the Chief Judge or the City Manager may reasonably request in evaluating whether the Proceeding or the alleged circumstances giving rise to the Proceeding could reasonably affect the services that have been or are yet to be performed pursuant to this Contract.

2. Both the Chief Judge and City Manager shall maintain the confidentiality of the information provided except as they reasonably deem necessary to ensure services provided pursuant to this Contract comply with the requirements in and conduct themselves in accordance with (i) Standards 1-4, (ii) the Michigan Rules of Professional Conduct, (lii) the Michigan Court Rules, (iv) other applicable Michigan law, or (v) rules, policies or practices of the Court. The City Manager and Chief Judge may share the provided information with the City Attorney of the City, other judges serving the Court, the State Court Administrator Office (“**SCAO**”), other Court personnel, and the MIDC to the extent they deem it necessary and advisable.

3. If either the City Manager or the Chief Judge determines the alleged circumstances or related concerns may merit termination of this Contract, written notification will first be provided to the KCOD with an opportunity to discuss that determination. If in the absence of such discussion or following such discussion, the City Manager or the Chief Judge determine the alleged circumstances or related concerns may merit termination of this Contract, the City Manager, the Chief Judge, or both, may then disclose to such other parties such information as they deem necessary to disclose to pursue termination of this Contract.

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

C. The KCOD and any subcontractor are not on and will remain off the Federal Excluded Parties List (“EPLS”). If the KCOD or any subcontractor is on the EPLS when signing or during the term of this Contract, in addition to any other remedies to which it may be entitled the City may recover all moneys paid to the KCOD, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.

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

E. To the best of the KCOD’s knowledge after reasonable inquiry, the KCOD and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of this Contract. No KCOD owner, director, officer, member, partner or key employee and no owner, director, officer, member, partner or key employee of any

KCOD parent, affiliate, or subsidiary organization or subcontractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. The KCOD will immediately notify the City of any new knowledge or change in circumstances related to these standards.

F. The KCOD will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with the Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for the KCOD, any consideration contingent upon the award of the Grant. The KCOD must immediately notify the City Manager of any violation or potential violation of these standards. This subsection applies to the KCOD, any parent, affiliate, or subsidiary organization of the KCOD, and any KCOD personnel or subcontractor who performs activities in connection with this Contract of the Grant.

G. This Contract may be voided pursuant to MCL 423.324 if the KCOD appears on the unfair labor practice register under MCL 423.322.

H. The KCOD certifies, to the best of its knowledge and belief that:

1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the KCOD, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The City has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The KCOD certifies, to the best of its knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the KCOD, to any person for influencing or attempting to influence an officer or employee of any state agency, a member of the Michigan Legislature, or an employee of a member of the Michigan Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

I. The KCOD and its personnel and subcontractors shall when on City or Court property comply with any building or other property use requirements and restrictions.

3. Payment. Payment to the KCOD for services provided under this Contract and other indigent defense services will be \$8,000.00 per month for the months of August, September and October, 2019, and \$9,166.66 per month for each month thereafter ending June 30, 2020.

A. The lower payments made during the initial 3 months of this Contract, are due to the possibility that attorneys currently providing indigent defense services in the Court will complete certain assignments and be paid from the amounts budgeted by the City and the Court for those indigent defense services. During October 2019, the parties will meet to review their respect actual costs and other experience during the first 3 months. If the hours incurred by KCOD attorneys to provide services under this contract approximate those hours of at least one full-time attorney and there

remain unexpended funds from the MIDC-approved budget for paying fees to attorneys, then the unexpended funds will be paid to the KCOD so that the total amounts paid will total an amount not to exceed \$9,166.66 per month for July, August and September 2019. For the July 1, 2020 to June 30, 2021 fiscal year monthly payments shall be in the same amount plus a cost-of-living adjustment or other adjusted increase as approved by the MIDC payments made during that fiscal year, noting that the MIDC's fiscal year begins October 1 and ends September 30.

B. The KCOD will arrange and pay from the amounts paid the KCOD under this Contract, any outside counsel needed should a conflict require retention of outside counsel to represent defendants.

C. An appointment of the KCOD for probation violations hearings in misdemeanor cases shall be scheduled and billed as follows:

1. The KCOD will provide criminal defense services for probation violation hearings for probation violation defendants who are appointed counsel by the Court.

2. The Court will generally schedule probation violation hearings on 2 half-days each week to be scheduled in collaboration with the KCOD and any involved prosecutors. If a Court holiday falls on one of these days, then the Court may decide to schedule another day as a substitute day. If another day for probation violations is scheduled, then the Court will give the KCOD at least 2 weeks advance written notice of the substitute day.

D. The KCOD will invoice the City Finance Department on or before the 7th calendar day of each month for services rendered the preceding month. The invoice will be in the amounts provided in this section 3 and will include such other information as is and may from time-to-time be required by the MIDC and the Grant for payments for indigent defense attorney services.

E. In addition to the information provided on the invoices, the KCOD will by the 7th calendar day of each month for the preceding month (i) track and reconcile with Court and Kent County Jail records and (ii) report to the City such information as is required by MIDC and Grant periodic reporting requirements. The KCOD will, at a minimum, track and reconcile with Court records (a) the number of the Court's cases assigned by the Court to the KCOD, the charges, the case numbers, the open dates and the Court judge.

F. The KCOD and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).

G. If reporting dates or other Grant requirements change in future Grant years, the invoicing and reporting under this Contract shall change to correspond with the changes in future Grants. Similarly, if modifications of MIDC standards, the implementation of MIDC Standards 5-8, or other changes in requirements for indigent defense counsel result in the need to assign more than one full-time equivalent attorney to provide the KCOD's services under this Contract or otherwise materially affect the KCOD's costs in providing its services under this Contract, the parties shall revise this Contract to address those changes.

H. Regardless of any other provision in this Contract, the City's obligations to pay the KCOD shall be limited to the amounts available for such payments under the MIDC approved budget for such payments and the extent of Grant funds actually received for such payments.

I. The parties intend their relationship to be collaborative in addressing all scheduling, cost, payment and other issues. Consequently, they will meet quarterly to discuss Contract performance, Contract invoicing and payments, reporting, and any other Contract-related issues. To the extent issues involve the review and performance of KCOD attorneys, unless the City has raised particular concerns, such issues shall involve communications only between the Court and the KCOD.

4. Risk and Insurance.

A. The KCOD is solely responsible for (i) the performance of duties and obligations under this Contract of all KCOD personnel; (ii) the professional obligations, judgments and actions of all KCOD personnel; and (iii) all other actions of KCOD personnel. The KCOD will perform its services under

this Contract consistent with the standard of practice and care of other, similar performing similar services in Michigan.

B. The KCOD shall hold the Court, the City, and the Court's and the City's respective officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City and the Court) against any claims made by persons other than the City or the Court as a result of (i) the KCOD's performance of duties and obligations under this Contract; (ii) the professional obligations, judgments and actions of all KCOD personnel; and (iii) all other actions of KCOD personnel, except when it is alleged by and to the extent proven by the claimant(s), plaintiff(s) or other person(s) making such claim that the injuries or damages suffered by such person(s) resulted from the City's or the Court's sole negligence, gross negligence or wrongdoing.

C. The following minimum insurance is required.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
PROFESSIONAL LIABILITY INSURANCE
Professional liability insurance shall be in a minimum amount of \$1,000,000 per occurrence, \$1,000,000 annual aggregate covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the KCOD and its personnel. Coverage shall be effective upon the date of this Contract and shall remain effective for a period of 3 years after the date of final payment under this Contract. Such coverage shall be endorsed to include any subcontractors hired by the KCOD.
ADDITIONAL INSUREDS AND ENDORSEMENTS
General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: the City, the Court and all City and Court elected and appointed officers and employees. Coverage is to be primary and any insurance the City and Court may have will be secondary and/or excess.

D. Upon the City's request, the KCOD will provide to the City copies of certificates of insurance, policies and endorsements.

E. Policies of insurance shall be with companies licensed and or approved to do business in Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of A- or better from A.M. Best Company. Cancellation, material restriction, nonrenewal or lapse of any of the required insurance shall be grounds for the City's immediate termination of this Contract.

F. The KCOD guarantees that none of the services provided under this Contract or software used to provide services under this Contract, or any printed materials or other items provided in providing services under this Contract will infringe any copyright, patent, trademark or other intellectual property rights. The KCOD will, without expense to the City or the Court, defend every action brought against the City, the Court, or their respective officers or employees for any alleged infringement of any intellectual property rights related to KCOD's performance under this Contract.

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

6. Term and Termination.

A. The initial term of this Contract shall be 2 years ending on June 30, 2021.

B. The term shall automatically extend for subsequent 2-year terms unless any party gives written notice to all other parties not less than 120 calendar days before the end of any term or extension that it does not intend to renew this Contract. Any renewal will include payments to the KCOD at rates adjusted to reflect MIDC-approved increases based on cost of living adjustments or such other adjustments as the MIDC may approve.

C. Any party may terminate this Contract with at least 180 calendar days' prior written notice to the other parties.

D. The City may immediately terminate this Contract if it determines that either the KCOD or any KCOD personnel or subcontractor(s) has failed to comply with (i) Standards 1-4, (ii) the Michigan Rules of Professional Conduct, (iii) the Michigan Court Rules, (iv) other applicable Michigan law, or (v) rules, policies or practices of the Court. The City will not take such action until after it notifies the KCOD in writing of the alleged failure(s) to comply and of the City Council meeting at which termination of this Contract will be considered. The KCOD shall be afforded an opportunity to address the City Council and provide any written response or other information to the City Council prior to the City Council's consideration of a resolution to terminate this Contract.

E. Either the City or the KCOD may terminate this Contract after written notice to the other parties of a breach of this Contract that remains unresolved after using the process provided in subsection 9.A of this Contract.

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

8. Accounting and Records.

A. The KCOD will adhere to Generally Accepted Accounting Principles in its accounting for and use of funds paid it pursuant to this Contract. Accounting records must be supported by source documentation, including, but not limited to, balance sheets, general ledgers, time sheets, and invoices.

B. The Grant requires the City to retain and be able to obtain and/or audit records related to the Grant and services provided using Grant funds for at least 7 years after the later of termination, expiration or final payment under the Grant and any extension of the Grant and, if an audit, litigation,

or other action involving the records is initiated before the end of that period, the City must retain those records until all issued are resolved. To meet this requirement, the KCOD defender will retain records related to this Contract for at least 8 years after the later of termination, expiration or final payment under the Grant and any extension of the Grant and, if an audit, litigation, or other action involving the records is initiated before the end of that period, the City must retain those records until all issued are resolved. However, at any time the KCOD may request from the City permission to destroy such records and, if the MIDC and, if required, LARA, consent, the City will grant such permission to KCOD.

C. All KCOD records related to this Contract, payments made pursuant to this Contract, and the uses of funds paid pursuant to this Contract, will be available to the City and, if required by the MIDC, to agents of the MIDC, for inspection, auditing and copying during regular KCOD business hours.

9. Disputes.

A. Before filing any lawsuit or taking any action exercise any rights to terminate this Contract, a party considering such a remedy shall first notify in writing the party it believes has failed to comply with any term or condition of this Contract which notification shall refer the provision involved, state the actions or failure to act that did not comply with the provision, and propose the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 calendar days, respond in writing stating in detail any reasons why it disagrees that it has failed to comply with this Contract or stating what actions it has or is taking to address the noncompliance and prevent recurrence. Copies the initial notice and response shall also be provided the third party to this Contract. All parties shall then meet within 14 calendar days after the date of the response in an effort to resolve any continuing dispute.

B. A party need not undertake the procedure provided in subsection 9.A if it has previously done so with respect to any noncompliance with the same section of this Contract.

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

10. General Provisions.

A. This is the entire agreement between the parties as to its subject matter. It may not be amended or modified except in writing signed by both parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. The captions are for reference only and shall not affect the interpretation of this Contract. However, the recitals are an integral part of this Contract.

B. Unless otherwise provided in this Contract, (i) none of the KCOD's rights or duties under this Contract may be assigned or delegated without the City's and the Court's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

C. Reference by office to any City or Court officer includes that City or Court officer's designee.

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

62-A DISTRICT COURT

By: _____
Hon. Pablo Cortes, Chief Judge

Date signed: March __, 2019

KENT COUNTY OFFICE OF THE DEFENDER

By: _____
Christopher L. Dennie, Director

Date signed: March __, 2019

Attachments:
Exhibit A – Grant contract

CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, Clerk

Date signed: March __, 2019

Approved as to form:

Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR THE
2019 CLYDE PARK AVENUE WATERMAIN REPLACEMENT PROJECT

WHEREAS:

1. Due to its age and condition, the existing watermain in Clyde Park Avenue, between 26th Street and 36th Street, requires frequent maintenance to repair broken watermain and water services.
2. The existing watermain has reached the end of its useful life and requires replacement to minimize impacts to residents and businesses.
3. On March 12, 2019, the City received four (4) bids for the proposed watermain construction with Nagel Construction, Inc. submitting the low bid of \$3,131,703.90.
4. The bid is \$250,056.90, or 8.7% above the Engineer's estimate; however, it is in the best interest of the City to perform the aforementioned work.
5. The total cost for this project will be financed out of the Water Fund, but a budget amendment is necessary:

Capital Outlay Watermain 591-441-57300-972.573

Construction	\$3,131,703.90
<u>Engineering & Contingencies</u>	<u>318,296.10</u>
Total Project Cost	\$3,500,000.00

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid for the 2019 Clyde Park Avenue Watermain Replacement project to Nagel Construction, Inc., in the amount of \$3,131,703.90.
2. The City Council hereby approves the attached budget amendment.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
 Budget Amendment
 Staff Report
 Bid Tab
 Contract

STAFF REPORT

Date: March 12, 2019
Subject: 2019 Clyde Park Avenue Watermain Replacement - Award of Bid
From: William D. Dooley, Director of Public Works
Meeting Date: March 18, 2019

Recommendation:

Staff recommends awarding the 2019 Clyde Park Avenue Watermain Replacement project to Nagel Construction, Inc. for the low bid of \$3,131,703.90.

Sustainability Criteria:

Environmental Quality – Reliable watermains provide safe, potable water to residents and businesses for use, consumption, and emergency response.

Social Equity – The watermain project has little or no impact on Social Equity.

Economic Strength – Providing safe and reliable drinking water is beneficial for residents and businesses in Wyoming and adds to the economic strength of a community.

Quality Service Impact:

This watermain reconstruction helps to maintain the infrastructure that provides high quality drinking water to the residents of Wyoming.

Discussion:

On March 12, 2019, the City of Wyoming received four (4) bids for the 2019 Clyde Park Avenue Watermain Replacement project with Nagel Construction, Inc. submitting a low bid of \$3,131,703.90 which is 8.7% above the Engineer's estimate. The existing watermain in Clyde Park Avenue, between 26th Street and 36th Street, has experienced a number of main breaks and it has reached the end of its useful life. This project will include the replacement of existing main and water services within the street right-of-way, and full restoration of Clyde Park Avenue.

The total project cost is \$3,450,000 including Engineering and Contingencies.

Budget Impact:

Funds are available in the Water Fund, but a budget amendment is necessary.

Bid Comparison

Contract ID: 2019
Description:
Location: Clyde Park Waterman Clyde Park, 26th to 36th
Projects(s): 2019

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$2,881,647.00	-7.98%	0.00%
1	(1) Nagel Construction, Inc.	\$3,131,703.90	0.00%	8.67%
2	(2) Diversco Construction Co. Inc.	\$3,520,682.10	12.42%	22.17%
3	(9) Kamminga & Roodvoets, Inc	\$3,578,012.26	14.25%	24.16%
4	(14) Wyoming Excavators, Inc.	\$3,839,581.60	22.60%	33.24%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Nagel Construction, Inc.		(2) Diversco Construction Co. Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LSUM	\$140,000.00	\$140,000.00	\$80,000.00	\$80,000.00	\$263,847.00	\$263,847.00
	MOBILIZATION								
0002	1002	17	Ea	\$650.00	\$11,050.00	\$295.00	\$5,015.00	\$350.00	\$5,950.00
	REMOVE TREES 8" TO 18"								
0003	1003	4	Ea	\$750.00	\$3,000.00	\$895.00	\$3,580.00	\$895.00	\$3,580.00
	REMOVE TREES 19" TO 36"								
0004	1008	5,700	Ft	\$8.00	\$45,600.00	\$8.00	\$45,600.00	\$7.50	\$42,750.00
	REMOVE CURB AND GUTTER								
0005	1035	4,630	Syd	\$4.50	\$20,835.00	\$6.00	\$27,780.00	\$2.40	\$11,112.00
	REMOVE SIDEWALK								
0006	1045	3,060	Syd	\$5.00	\$15,300.00	\$6.00	\$18,360.00	\$11.40	\$34,884.00
	REMOVE PAVEMENT								
0007	1125	78	Ft	\$10.00	\$780.00	\$38.00	\$2,964.00	\$7.00	\$546.00
	REMOVE EX SEWER								
0008	1142	58	Ea	\$200.00	\$11,600.00	\$250.00	\$14,500.00	\$239.00	\$13,862.00
	REMOVE EX COVER AND CASTINGS								
0009	1143	4	Ea	\$200.00	\$800.00	\$375.00	\$1,500.00	\$222.00	\$888.00
	REMOVE EX VALVE AND BOX								
0010	1145	4	Ea	\$1,000.00	\$4,000.00	\$350.00	\$1,400.00	\$356.00	\$1,424.00
	REMOVE EX DRAINAGE STRUCTURE								
0011	1168	12	Ea	\$400.00	\$4,800.00	\$300.00	\$3,600.00	\$333.00	\$3,996.00
	REMOVE EX HYDRANT								
0012	1170	250	Ft	\$10.00	\$2,500.00	\$46.00	\$11,500.00	\$9.00	\$2,250.00
	REMOVE EX WATERMAIN								
0013	1197	1	Ea	\$1,000.00	\$1,000.00	\$850.00	\$850.00	\$1,291.00	\$1,291.00
	ABANDON CONCRETE CHAMBER OR VAULT								
0014	1198	1	LSUM	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
	DEWATERING								
0015	1208	34,816	Syd	\$1.00	\$34,816.00	\$1.35	\$47,001.60	\$2.00	\$69,632.00
	COLD MILL - 2"								
0016	1550	2,134	Syd	\$10.00	\$21,340.00	\$12.00	\$25,608.00	\$5.00	\$10,670.00
	REMOVE CONCRETE								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Nagel Construction, Inc.		(2) Diversco Construction Co. Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0017	1560	80	Syd	\$50.00	\$4,000.00	\$130.00	\$10,400.00	\$90.00	\$7,200.00
	REMOVE AND SALVAGE AND RELAY EXISTING BRICK								
0018	3023	350	Cyd	\$100.00	\$35,000.00	\$140.00	\$49,000.00	\$122.00	\$42,700.00
	FLOWABLE FILL								
0019	3050	1,500	Sft	\$35.00	\$52,500.00	\$1.00	\$1,500.00	\$1.00	\$1,500.00
	TEMPORARY STEEL SHEETING								
0020	3142	150	Ft	\$550.00	\$82,500.00	\$535.00	\$80,250.00	\$581.20	\$87,180.00
	STEEL CASING JACKED IN PLACE 30"								
0021	4016	3	Ea	\$2,500.00	\$7,500.00	\$3,600.00	\$10,800.00	\$2,244.00	\$6,732.00
	DRAINAGE STRUCTURE 4' DIA (CATCH BASIN)								
0022	4031	19	Ea	\$350.00	\$6,650.00	\$600.00	\$11,400.00	\$411.00	\$7,809.00
	COVER AND CASTING								
0023	4201	80	Ft	\$60.00	\$4,800.00	\$75.00	\$6,000.00	\$37.00	\$2,960.00
	STORM SEWER 12" (0' - 14' DEPTH)								
0024	4410	1	Ea	\$2,750.00	\$2,750.00	\$4,000.00	\$4,000.00	\$1,947.00	\$1,947.00
	DRAINAGE STRUCTURE 5' DIA (0' - 14' DEPTH)								
0025	5040	23	Ea	\$2,500.00	\$57,500.00	\$2,400.00	\$55,200.00	\$2,406.00	\$55,338.00
	HYDRANT								
0026	5076	23	Ea	\$1,000.00	\$23,000.00	\$1,150.00	\$26,450.00	\$1,058.00	\$24,334.00
	VALVE 6"								
0027	5077	26	Ea	\$1,500.00	\$39,000.00	\$1,450.00	\$37,700.00	\$1,384.00	\$35,984.00
	VALVE 8"								
0028	5080	11	Ft	\$7,000.00	\$77,000.00	\$6,450.00	\$70,950.00	\$6,264.00	\$68,904.00
	VALVE 16"								
0029	5101	515	Ft	\$53.00	\$27,295.00	\$66.00	\$33,990.00	\$84.00	\$43,260.00
	D.I. CL 53 WATER PIPE 6"								
0030	5102	1,645	Ft	\$55.00	\$90,475.00	\$76.00	\$125,020.00	\$93.00	\$152,985.00
	D.I. CL 53 WATER PIPE 8"								
0031	5105	6,786	Ft	\$80.00	\$542,880.00	\$109.00	\$739,674.00	\$106.00	\$719,316.00
	D.I. CL 53 WATER PIPE 16"								
0032	5201	81	Ea	\$500.00	\$40,500.00	\$280.00	\$22,680.00	\$447.00	\$36,207.00
	6" D.I. WATERMAIN FITTING								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Nagel Construction, Inc.		(2) Diversco Construction Co. Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0033	5202	105	Ea	\$700.00	\$73,500.00	\$360.00	\$37,800.00	\$668.00	\$70,140.00
	8" D.I. WATERMAIN FITTING								
0034	5205	70	Ea	\$1,500.00	\$105,000.00	\$1,475.00	\$103,250.00	\$1,692.00	\$118,440.00
	16" D.I. WATERMAIN FITTING								
0035	5605	53	Ea	\$1,500.00	\$79,500.00	\$3,000.00	\$159,000.00	\$3,853.00	\$204,209.00
	1" WATER SERVICE, LONG SIDE								
0036	5606	59	Ea	\$1,000.00	\$59,000.00	\$650.00	\$38,350.00	\$1,706.00	\$100,654.00
	1" WATER SERVICE, SHORT SIDE								
0037	5607	3	Ea	\$2,350.00	\$7,050.00	\$4,850.00	\$14,550.00	\$4,360.00	\$13,080.00
	1.5" WATER SERVICE, LONG SIDE								
0038	5608	5	Ea	\$2,350.00	\$11,750.00	\$1,200.00	\$6,000.00	\$3,674.00	\$18,370.00
	1.5" WATER SERVICE, SHORT SIDE								
0039	5609	3	Ea	\$2,700.00	\$8,100.00	\$5,650.00	\$16,950.00	\$5,718.00	\$17,154.00
	2" WATER SERVICE, LONG SIDE								
0040	5610	3	Ea	\$2,350.00	\$7,050.00	\$1,575.00	\$4,725.00	\$4,758.00	\$14,274.00
	2" WATER SERVICE, SHORT SIDE								
0041	6100	1	LSUM	\$15,000.00	\$15,000.00	\$7,300.00	\$7,300.00	\$13,208.00	\$13,208.00
	SITE GRADING MEDIAN GRADING								
0042	6105	235	Cyd	\$25.00	\$5,875.00	\$50.00	\$11,750.00	\$40.00	\$9,400.00
	MISCELLANEOUS GRAVEL								
0043	6114	6,891	Ft	\$15.00	\$103,365.00	\$10.50	\$72,355.50	\$13.90	\$95,784.90
	STREET GRADE								
0044	6143	2,623	Syd	\$12.00	\$31,476.00	\$8.00	\$20,984.00	\$17.40	\$45,640.20
	6" AGGREGATE BASE (CIP)								
0045	6215	4,650	Sft	\$4.00	\$18,600.00	\$3.85	\$17,902.50	\$3.50	\$16,275.00
	SIDEWALK RAMP, ADA								
0046	6217	465	Ft	\$55.00	\$25,575.00	\$60.00	\$27,900.00	\$65.00	\$30,225.00
	DETECTABLE WARNING PLATES								
0047	6220	420	Ft	\$14.00	\$5,880.00	\$20.00	\$8,400.00	\$15.00	\$6,300.00
	CONCRETE GUTTER, 48"								
0048	6230	680	Ft	\$13.00	\$8,840.00	\$14.00	\$9,520.00	\$15.00	\$10,200.00
	CONCRETE ISLAND CURB AND GUTTER, 18"								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Nagel Construction, Inc.		(2) Diversco Construction Co. Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0049	6235	200	Ft	\$13.00	\$2,600.00	\$16.00	\$3,200.00	\$15.00	\$3,000.00
	CONCRETE CURB AND GUTTER, 24"								
0050	6240	4,485	Ft	\$15.00	\$67,275.00	\$16.00	\$71,760.00	\$15.00	\$67,275.00
	CONCRETE CURB AND GUTTER, 30"								
0051	6270	37,433	Sft	\$3.00	\$112,299.00	\$2.35	\$87,967.55	\$2.50	\$93,582.50
	CONCRETE SIDEWALK, 4"								
0052	6272	1,000	Sft	\$5.25	\$5,250.00	\$4.66	\$4,660.00	\$3.50	\$3,500.00
	CONCRETE SIDEWALK, 8"								
0053	6280	1,525	Syd	\$24.00	\$36,600.00	\$21.15	\$32,253.75	\$22.50	\$34,312.50
	CONCRETE PAVEMENT NON REINFORCED, 4"								
0054	6284	203	Syd	\$48.00	\$9,744.00	\$42.00	\$8,526.00	\$42.00	\$8,526.00
	CONCRETE PAVEMENT NON REINFORCED, 8"								
0055	6286	320	Syd	\$55.00	\$17,600.00	\$60.00	\$19,200.00	\$50.00	\$16,000.00
	CONCRETE PAVEMENT NON REINFORCED, 10"								
0056	6295	52	Ea	\$450.00	\$23,400.00	\$450.00	\$23,400.00	\$453.00	\$23,556.00
	ADJUST CASTINGS								
0057	6305	339	Ton	\$110.00	\$37,290.00	\$150.00	\$50,850.00	\$150.00	\$50,850.00
	HAND PATCHING								
0058	6347	1,021	Ton	\$70.00	\$71,470.00	\$75.00	\$76,575.00	\$75.00	\$76,575.00
	HMA MIXTURE - 4E3								
0059	6348	4,591	Ton	\$67.00	\$307,597.00	\$77.00	\$353,507.00	\$77.00	\$353,507.00
	HMA MIXTURE - 5E3								
0060	6399	47	Ton	\$95.00	\$4,465.00	\$120.00	\$5,640.00	\$120.00	\$5,640.00
	HMA DRIVE APPROACH								
0061	6410	4,720	Ft	\$0.25	\$1,180.00	\$1.35	\$6,372.00	\$1.76	\$8,307.20
	PAVT MRKG, INLAID COLD PLASTIC, 4" WHITE								
0062	6412	6,030	Ft	\$0.25	\$1,507.50	\$1.35	\$8,140.50	\$1.76	\$10,612.80
	PAVT MRKG, INLAID COLD PLASTIC, 4" YELLOW								
0063	6420	125	Ft	\$0.30	\$37.50	\$2.50	\$312.50	\$2.50	\$312.50
	PAVT MRKG, INLAID COLD PLASTIC, 6" WHITE								
0064	6430	420	Ft	\$10.00	\$4,200.00	\$11.00	\$4,620.00	\$11.00	\$4,620.00
	PAVT MRKG, INLAID COLD PLASTIC, 24" CROSSWALK								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Nagel Construction, Inc.		(2) Diversco Construction Co. Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0065	6431	220	Ft	\$10.00	\$2,200.00	\$11.00	\$2,420.00	\$11.00	\$2,420.00
	PAVT MRKG, INLAID COLD PLASTIC, 24" STOP BAR								
0066	6441	12	Ea	\$150.00	\$1,800.00	\$150.00	\$1,800.00	\$150.00	\$1,800.00
	PAVT MRKG, INLAID COLD PLASTIC, LEFT TURN ARROW								
0067	6442	2	Ea	\$150.00	\$300.00	\$150.00	\$300.00	\$150.00	\$300.00
	PAVT MRKG, INLAID COLD PLASTIC, RIGHT TURN ARROW								
0068	7005	13,840	Syd	\$4.50	\$62,280.00	\$5.25	\$72,660.00	\$1.95	\$26,988.00
	TOP SOIL 4" SCREENED								
0069	7015	11,010	Syd	\$1.00	\$11,010.00	\$1.00	\$11,010.00	\$1.10	\$12,111.00
	CLASS A SEED HYDRO-MULCH								
0070	7106	1	LSUM	\$60,000.00	\$60,000.00	\$31,400.00	\$31,400.00	\$32,890.00	\$32,890.00
	FURNISH AND PLACE SPRINKLER SYSTEM PER PLANS								
0071	8010	1	LSUM	\$25,000.00	\$25,000.00	\$69,000.00	\$69,000.00	\$83,350.00	\$83,350.00
	MINOR TRAFFIC CONTROL DEVICES								
0072	8110	12	Ea	\$100.00	\$1,200.00	\$175.00	\$2,100.00	\$175.00	\$2,100.00
	BARRICADE TYPE III LIGHTED - FURNISHED								
0073	8111	12	Ea	\$10.00	\$120.00	\$10.00	\$120.00	\$1.00	\$12.00
	BARRICADE TYPE III LIGHTED - OPERATED								
0074	8115	300	Ea	\$12.00	\$3,600.00	\$24.00	\$7,200.00	\$24.00	\$7,200.00
	42 INCH CHANNELIZING DEVICE - FURNISHED								
0075	8116	300	Ea	\$1.00	\$300.00	\$1.00	\$300.00	\$1.00	\$300.00
	42 INCH CHANNELIZING DEVICE - OPERATED								
0076	8120	4	Ea	\$500.00	\$2,000.00	\$1,100.00	\$4,400.00	\$1,100.00	\$4,400.00
	LIGHTED ARROW TYPE A - FURNISHED								
0077	8121	4	Ea	\$100.00	\$400.00	\$100.00	\$400.00	\$100.00	\$400.00
	LIGHTED ARROW TYPE A - OPERATED								
0078	8122	4	Ea	\$2,200.00	\$8,800.00	\$4,750.00	\$19,000.00	\$4,750.00	\$19,000.00
	MESSAGE BOARD - FURNISHED								
0079	8123	4	Ea	\$100.00	\$400.00	\$1,200.00	\$4,800.00	\$1,200.00	\$4,800.00
	MESSAGE BOARD - OPERATED								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Nagel Construction, Inc.		(2) Diversco Construction Co. Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0080	8202	140	Ft	\$12.00	\$1,680.00	\$8.00	\$1,120.00	\$11.00	\$1,540.00
	PVC CONDUIT 2 INCH								
0081	8202	765	Ft	\$14.00	\$10,710.00	\$12.00	\$9,180.00	\$12.50	\$9,562.50
	PVC CONDUIT 6 INCH								
0082	8235	4	Ea	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,485.00	\$5,940.00
	TRAFFIC LOOP, COMPLETE								
Bid Totals:					\$2,881,647.00		\$3,131,703.90		\$3,520,682.10

Line	Pay Item Code	Quantity	Units	(3) Kamminga & Roodvoets, Inc		(4) Wyoming Excavators, Inc.		Bid Price	Total
				Bid Price	Total	Bid Price	Total		
0001	1000	1	LSUM	\$175,000.00	\$175,000.00	\$191,500.00	\$191,500.00		\$0.00
	MOBILIZATION								
0002	1002	17	Ea	\$295.00	\$5,015.00	\$300.00	\$5,100.00		\$0.00
	REMOVE TREES 8" TO 18"								
0003	1003	4	Ea	\$895.00	\$3,580.00	\$900.00	\$3,600.00		\$0.00
	REMOVE TREES 19" TO 36"								
0004	1008	5,700	Ft	\$5.00	\$28,500.00	\$10.00	\$57,000.00		\$0.00
	REMOVE CURB AND GUTTER								
0005	1035	4,630	Syd	\$6.00	\$27,780.00	\$10.00	\$46,300.00		\$0.00
	REMOVE SIDEWALK								
0006	1045	3,060	Syd	\$9.50	\$29,070.00	\$10.00	\$30,600.00		\$0.00
	REMOVE PAVEMENT								
0007	1125	78	Ft	\$8.00	\$624.00	\$15.00	\$1,170.00		\$0.00
	REMOVE EX SEWER								
0008	1142	58	Ea	\$300.00	\$17,400.00	\$142.00	\$8,236.00		\$0.00
	REMOVE EX COVER AND CASTINGS								
0009	1143	4	Ea	\$250.00	\$1,000.00	\$177.00	\$708.00		\$0.00
	REMOVE EX VALVE AND BOX								
0010	1145	4	Ea	\$275.00	\$1,100.00	\$543.00	\$2,172.00		\$0.00
	REMOVE EX DRAINAGE STRUCTURE								
0011	1168	12	Ea	\$275.00	\$3,300.00	\$413.00	\$4,956.00		\$0.00
	REMOVE EX HYDRANT								
0012	1170	250	Ft	\$10.00	\$2,500.00	\$15.00	\$3,750.00		\$0.00
	REMOVE EX WATERMAIN								
0013	1197	1	Ea	\$600.00	\$600.00	\$1,475.00	\$1,475.00		\$0.00
	ABANDON CONCRETE CHAMBER OR VAULT								
0014	1198	1	LSUM	\$0.01	\$0.01	\$5,000.00	\$5,000.00		\$0.00
	DEWATERING								
0015	1208	34,816	Syd	\$1.00	\$34,816.00	\$2.00	\$69,632.00		\$0.00
	COLD MILL - 2"								
0016	1550	2,134	Syd	\$9.50	\$20,273.00	\$11.00	\$23,474.00		\$0.00
	REMOVE CONCRETE								

Line	Pay Item Code	Quantity	Units	(3) Kamminga & Roodvoets, Inc		(4) Wyoming Excavators, Inc.		Bid Price	Total
				Bid Price	Total	Bid Price	Total		
0017	1560	80	Syd	\$90.00	\$7,200.00	\$71.00	\$5,680.00		\$0.00
	REMOVE AND SALVAGE AND RELAY EXISTING BRICK								
0018	3023	350	Cyd	\$175.00	\$61,250.00	\$130.00	\$45,500.00		\$0.00
	FLOWABLE FILL								
0019	3050	1,500	Sft	\$4.75	\$7,125.00	\$20.00	\$30,000.00		\$0.00
	TEMPORARY STEEL SHEETING								
0020	3142	150	Ft	\$551.00	\$82,650.00	\$605.00	\$90,750.00		\$0.00
	STEEL CASING JACKED IN PLACE 30"								
0021	4016	3	Ea	\$2,000.00	\$6,000.00	\$3,304.00	\$9,912.00		\$0.00
	DRAINAGE STRUCTURE 4' DIA (CATCH BASIN)								
0022	4031	19	Ea	\$525.00	\$9,975.00	\$360.00	\$6,840.00		\$0.00
	COVER AND CASTING								
0023	4201	80	Ft	\$50.00	\$4,000.00	\$84.00	\$6,720.00		\$0.00
	STORM SEWER 12" (0' - 14' DEPTH)								
0024	4410	1	Ea	\$2,600.00	\$2,600.00	\$4,130.00	\$4,130.00		\$0.00
	DRAINAGE STRUCTURE 5' DIA (0' - 14' DEPTH)								
0025	5040	23	Ea	\$2,800.00	\$64,400.00	\$2,940.00	\$67,620.00		\$0.00
	HYDRANT								
0026	5076	23	Ea	\$1,300.00	\$29,900.00	\$1,232.00	\$28,336.00		\$0.00
	VALVE 6"								
0027	5077	26	Ea	\$1,600.00	\$41,600.00	\$1,694.00	\$44,044.00		\$0.00
	VALVE 8"								
0028	5080	11	Ft	\$6,100.00	\$67,100.00	\$7,473.00	\$82,203.00		\$0.00
	VALVE 16"								
0029	5101	515	Ft	\$59.00	\$30,385.00	\$83.00	\$42,745.00		\$0.00
	D.I. CL 53 WATER PIPE 6"								
0030	5102	1,645	Ft	\$69.00	\$113,505.00	\$93.00	\$152,985.00		\$0.00
	D.I. CL 53 WATER PIPE 8"								
0031	5105	6,786	Ft	\$135.00	\$916,110.00	\$137.00	\$929,682.00		\$0.00
	D.I. CL 53 WATER PIPE 16"								
0032	5201	81	Ea	\$525.00	\$42,525.00	\$502.00	\$40,662.00		\$0.00
	6" D.I. WATERMAIN FITTING								

Line	Pay Item Code	Quantity	Units	(3) Kamminga & Roodvoets, Inc		(4) Wyoming Excavators, Inc.		Bid Price	Total
				Bid Price	Total	Bid Price	Total		
0033	5202	105	Ea	\$475.00	\$49,875.00	\$684.00	\$71,820.00		\$0.00
	8" D.I. WATERMAIN FITTING								
0034	5205	70	Ea	\$1,700.00	\$119,000.00	\$2,042.00	\$142,940.00		\$0.00
	16" D.I. WATERMAIN FITTING								
0035	5605	53	Ea	\$3,100.00	\$164,300.00	\$2,954.00	\$156,562.00		\$0.00
	1" WATER SERVICE, LONG SIDE								
0036	5606	59	Ea	\$900.00	\$53,100.00	\$1,087.00	\$64,133.00		\$0.00
	1" WATER SERVICE, SHORT SIDE								
0037	5607	3	Ea	\$3,400.00	\$10,200.00	\$3,775.00	\$11,325.00		\$0.00
	1.5" WATER SERVICE, LONG SIDE								
0038	5608	5	Ea	\$1,900.00	\$9,500.00	\$1,745.00	\$8,725.00		\$0.00
	1.5" WATER SERVICE, SHORT SIDE								
0039	5609	3	Ea	\$4,200.00	\$12,600.00	\$4,396.00	\$13,188.00		\$0.00
	2" WATER SERVICE, LONG SIDE								
0040	5610	3	Ea	\$2,000.00	\$6,000.00	\$2,043.00	\$6,129.00		\$0.00
	2" WATER SERVICE, SHORT SIDE								
0041	6100	1	LSUM	\$5,000.00	\$5,000.00	\$35,410.00	\$35,410.00		\$0.00
	SITE GRADING MEDIAN GRADING								
0042	6105	235	Cyd	\$45.00	\$10,575.00	\$30.00	\$7,050.00		\$0.00
	MISCELLANEOUS GRAVEL								
0043	6114	6,891	Ft	\$12.00	\$82,692.00	\$10.00	\$68,910.00		\$0.00
	STREET GRADE								
0044	6143	2,623	Syd	\$8.00	\$20,984.00	\$14.00	\$36,722.00		\$0.00
	6" AGGREGATE BASE (CIP)								
0045	6215	4,650	Sft	\$5.25	\$24,412.50	\$4.00	\$18,600.00		\$0.00
	SIDEWALK RAMP, ADA								
0046	6217	465	Ft	\$50.00	\$23,250.00	\$66.00	\$30,690.00		\$0.00
	DETECTABLE WARNING PLATES								
0047	6220	420	Ft	\$23.50	\$9,870.00	\$21.00	\$8,820.00		\$0.00
	CONCRETE GUTTER, 48"								
0048	6230	680	Ft	\$18.00	\$12,240.00	\$16.00	\$10,880.00		\$0.00
	CONCRETE ISLAND CURB AND GUTTER, 18"								

Line	Pay Item Code	Quantity	Units	(3) Kamminga & Roodvoets, Inc		(4) Wyoming Excavators, Inc.		Bid Price	Total
				Bid Price	Total	Bid Price	Total		
0049	6235	200	Ft	\$17.00	\$3,400.00	\$16.00	\$3,200.00		\$0.00
	CONCRETE CURB AND GUTTER, 24"								
0050	6240	4,485	Ft	\$18.50	\$82,972.50	\$16.00	\$71,760.00		\$0.00
	CONCRETE CURB AND GUTTER, 30"								
0051	6270	37,433	Sft	\$3.25	\$121,657.25	\$3.00	\$112,299.00		\$0.00
	CONCRETE SIDEWALK, 4"								
0052	6272	1,000	Sft	\$5.75	\$5,750.00	\$5.00	\$5,000.00		\$0.00
	CONCRETE SIDEWALK, 8"								
0053	6280	1,525	Syd	\$31.50	\$48,037.50	\$23.00	\$35,075.00		\$0.00
	CONCRETE PAVEMENT NON REINFORCED, 4"								
0054	6284	203	Syd	\$49.00	\$9,947.00	\$43.00	\$8,729.00		\$0.00
	CONCRETE PAVEMENT NON REINFORCED, 8"								
0055	6286	320	Syd	\$58.00	\$18,560.00	\$55.00	\$17,600.00		\$0.00
	CONCRETE PAVEMENT NON REINFORCED, 10"								
0056	6295	52	Ea	\$500.00	\$26,000.00	\$661.00	\$34,372.00		\$0.00
	ADJUST CASTINGS								
0057	6305	339	Ton	\$150.00	\$50,850.00	\$155.00	\$52,545.00		\$0.00
	HAND PATCHING								
0058	6347	1,021	Ton	\$75.00	\$76,575.00	\$76.00	\$77,596.00		\$0.00
	HMA MIXTURE - 4E3								
0059	6348	4,591	Ton	\$77.00	\$353,507.00	\$78.00	\$358,098.00		\$0.00
	HMA MIXTURE - 5E3								
0060	6399	47	Ton	\$120.00	\$5,640.00	\$122.00	\$5,734.00		\$0.00
	HMA DRIVE APPROACH								
0061	6410	4,720	Ft	\$1.35	\$6,372.00	\$1.50	\$7,080.00		\$0.00
	PAVT MRKG, INLAID COLD PLASTIC, 4" WHITE								
0062	6412	6,030	Ft	\$1.35	\$8,140.50	\$1.50	\$9,045.00		\$0.00
	PAVT MRKG, INLAID COLD PLASTIC, 4" YELLOW								
0063	6420	125	Ft	\$2.50	\$312.50	\$3.00	\$375.00		\$0.00
	PAVT MRKG, INLAID COLD PLASTIC, 6" WHITE								
0064	6430	420	Ft	\$11.00	\$4,620.00	\$12.00	\$5,040.00		\$0.00
	PAVT MRKG, INLAID COLD PLASTIC, 24" CROSSWALK								

Line	Pay Item Code	Quantity	Units	(3) Kamminga & Roodvoets, Inc		(4) Wyoming Excavators, Inc.		Bid Price	Total
				Bid Price	Total	Bid Price	Total		
0065	6431	220	Ft	\$11.00	\$2,420.00	\$12.00	\$2,640.00		\$0.00
	PAVT MRKG, INLAID COLD PLASTIC, 24" STOP BAR								
0066	6441	12	Ea	\$150.00	\$1,800.00	\$155.00	\$1,860.00		\$0.00
	PAVT MRKG, INLAID COLD PLASTIC, LEFT TURN ARROW								
0067	6442	2	Ea	\$150.00	\$300.00	\$155.00	\$310.00		\$0.00
	PAVT MRKG, INLAID COLD PLASTIC, RIGHT TURN ARROW								
0068	7005	13,840	Syd	\$4.50	\$62,280.00	\$6.00	\$83,040.00		\$0.00
	TOP SOIL 4" SCREENED								
0069	7015	11,010	Syd	\$1.00	\$11,010.00	\$1.50	\$16,515.00		\$0.00
	CLASS A SEED HYDRO-MULCH								
0070	7106	1	LSUM	\$25,000.00	\$25,000.00	\$36,500.00	\$36,500.00		\$0.00
	FURNISH AND PLACE SPRINKLER SYSTEM PER PLANS								
0071	8010	1	LSUM	\$160,000.00	\$160,000.00	\$97,450.00	\$97,450.00		\$0.00
	MINOR TRAFFIC CONTROL DEVICES								
0072	8110	12	Ea	\$110.00	\$1,320.00	\$180.00	\$2,160.00		\$0.00
	BARRICADE TYPE III LIGHTED - FURNISHED								
0073	8111	12	Ea	\$1.00	\$12.00	\$1.00	\$12.00		\$0.00
	BARRICADE TYPE III LIGHTED - OPERATED								
0074	8115	300	Ea	\$35.00	\$10,500.00	\$30.00	\$9,000.00		\$0.00
	42 INCH CHANNELIZING DEVICE - FURNISHED								
0075	8116	300	Ea	\$0.10	\$30.00	\$1.00	\$300.00		\$0.00
	42 INCH CHANNELIZING DEVICE - OPERATED								
0076	8120	4	Ea	\$1,150.00	\$4,600.00	\$1,150.00	\$4,600.00		\$0.00
	LIGHTED ARROW TYPE A - FURNISHED								
0077	8121	4	Ea	\$25.00	\$100.00	\$100.00	\$400.00		\$0.00
	LIGHTED ARROW TYPE A - OPERATED								
0078	8122	4	Ea	\$2,850.00	\$11,400.00	\$4,750.00	\$19,000.00		\$0.00
	MESSAGE BOARD - FURNISHED								
0079	8123	4	Ea	\$25.00	\$100.00	\$1,200.00	\$4,800.00		\$0.00
	MESSAGE BOARD - OPERATED								

Line	Pay Item Code	Quantity	Units	(3) Kamminga & Roodvoets, Inc		(4) Wyoming Excavators, Inc.		Bid Price	Total
				Bid Price	Total	Bid Price	Total		
0080	8202	140	Ft	\$7.50	\$1,050.00	\$13.00	\$1,820.00		\$0.00
	PVC CONDUIT 2 INCH								
0081	8202	765	Ft	\$9.50	\$7,267.50	\$16.00	\$12,240.00		\$0.00
	PVC CONDUIT 6 INCH								
0082	8235	4	Ea	\$1,500.00	\$6,000.00	\$2,250.15	\$9,000.60		\$0.00
	TRAFFIC LOOP, COMPLETE								
Bid Totals:					\$3,578,012.26		\$3,839,581.60		

CONTRACT

THIS CONTRACT AWARDED on the 18th day of March 2019 by and between the CITY OF WYOMING, Kent County, Michigan, party of the first part, hereinafter called the "City" and

**NAGEL CONSTRUCTION, INC.
1165 – 142ND STREET
P O BOX 10
MOLINE, MICHIGAN 49335**

party of the second part, hereinafter called the "Contractor."

Witnesseth, that the City and the Contractor, for the considerations hereinafter mentioned, agree as follows:

ARTICLE I - THE CONTRACT

The following shall be deemed to be part of this Contract:

- A. Performance Bond, Payment Bond, and Resolution from Board of Directors**
- B. Standard Terms and Conditions (from Bid)**
- C. Bid Proposal Form (from Bid)**
- D. Award of Bid**
- E. Certificate of Insurance**
- F. Subcontract Provision (from Bid)**
- G. Letter of Credit (5% of Annual Contract Amount)**
- H. All Provisions required by law to be inserted in this contract, whether actually inserted or not.**
- I. Bid Specifications (from Bid)**
- J. Additional Bid Specifications (from Bid)**
- K. Special Specifications of the Project (from Bid)**

ARTICLE II - SCOPE OF THE WORK - SUBJECT MATTER

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary to perform all of the work shown on the drawing and described in the specifications for the project entitled:

**2019 CLYDE PARK AVENUE WATERMAIN REPLACEMENT
(26TH STREET -- 36TH STREET)**

all in accordance with the requirements and provisions of the Contract. The Contractor likewise agrees to do all incidental and appurtenant work in connection therewith.

ARTICLE III - TIME OF COMPLETION

The work to be performed under this contract shall be completed on or before November 1, 2019. Should the Contractor be obstructed or delayed in the prosecution or completion of his work by any act, neglect or default of the City, then the time herein fixed for completion of the work shall be extended for a period equivalent to the time lost by reason of such delay for the causes herein mentioned. The duration of such extension shall be determined by the City Manager or his authorized representative.

ARTICLE IV - LIQUIDATED DAMAGES

Should the work under this Agreement not be finished within the time specified, the City is hereby authorized to deduct out of the money which may be due or become due to the Contractor under this Agreement, as damages for the noncompletion of the work aforesaid, within the time hereinbefore stipulated for its completion, the sum of One Thousand Five Hundred Fifty Dollars (\$1,550.00) for each calendar day by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof, and such liquidated damages shall not be considered as a penalty. It is understood that the City shall not forfeit its right to liquidated damages in the event that delay is partly caused by it. In this event, said damages shall be apportioned so that each day of delay attributable to the City shall be subtracted from the total days of delay, and the Contractor shall pay liquidated damages for the remainder.

ARTICLE V - THE CONTRACT SUM

The City agrees to pay and the Contractor agrees to accept the sum of:

THREE MILLION ONE HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED THREE DOLLARS AND 90/100 CENTS (\$3,131,703.90)

the amount named in the Proposal, as full compensation for all labor, supervision, equipment, materials, and incidental expense required in executing all of the work contemplated in this Contract, including also all loss or damage arising out of the nature of the work or from the action of the elements or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same or from other causes of every description connected with the work.

It is further agreed that the sum named may be increased or decreased in accordance with the units of work actually completed at the Contract unit prices, and may be increased by the addition of items of work not included in the proposal items.

ARTICLE VI - CITY CHARTER TO BE GOVERNING DOCUMENT

The City Charter of the City shall be the governing document in all contractual relations with the City of Wyoming. In the prosecution of the work under this Contract, eight (8) hours shall constitute a day's labor. The City retains the right to determine finally all questions as to the proper performance under this Contract or any unfinished portion thereof, and in case of improper, dilatory or imperfect performance thereof to suspend the work at any time and to order the partial or entire reconstruction of the same. The City likewise retains full power to determine all questions arising under this Contract according to the true intent and meaning thereof.

ARTICLE VII - COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

The Contractor shall keep himself fully informed of and shall at all time comply with all local, state, and federal laws, rules, and regulations applicable to this Contract and the work to be done hereunder.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM DOMINION VOTING SYSTEMS
FOR THE PURCHASE OF A HIGH SPEED SCANNER AND
RELATED HARDWARE AND SOFTWARE

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council accept a quote from Dominion Voting Systems for the purchase of a high speed scanner and related hardware and software in the total amount of \$35,350.
2. Funds for the purchase will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of a high speed scanner and related hardware and software from Dominion Voting Systems in the total amount of \$35,350.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.
3. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2019.

ATTACHMENTS:
Budget Amendment
Staff Reports
Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: March 6, 2019
Subject: ImageCast G1130, High Speed Scanner
From: Kelli VandenBerg, City Clerk

Meeting Date: March 11, 2019 Work Session and March 18, 2019 Regular Meeting

Recommendation:

It is recommended that City Council authorize the purchase of an ImageCast G1130 (high speed scanner) and related hardware and software for processing absentee ballots, along with the associated budget amendment.

Sustainability Criteria:

Environmental Quality – Approval of this purchase does not significantly impact environmental quality within the City of Wyoming.

Social Equity – Implementation of this equipment does not significantly impact social equity within the City of Wyoming.

Economic Strength – Implementation of this equipment will allow for more efficient processing of absentee ballots, with potential savings in the cost of resources attributed to this area.

Discussion:

In 2017, jurisdictions throughout the State of Michigan received new election equipment that was secured with state and federal (HAVA) funds. At that time, three vendors were approved by the state and county clerks made vendor selections for their respective counties. The Kent County Clerk selected Dominion Voting Systems and equipment was provided to individual jurisdictions using a formula devised by the State of Michigan and recommendations from county and city clerks.

While the standard equipment for a precinct included a tabulator and voter assist terminal, clerks were given options for Absentee Voter Counting Boards (AVCB). In AVCBs, clerks could opt for mid- or high-speed tabulators for the processing of absentee ballots. To upgrade to one of these pieces of equipment, a clerk would trade in the standard tabulators provided for the AVCB and/or pay an additional dollar amount depending on the item preferred. Historically, Wyoming has had relatively low absentee voter participation and successfully relied on the use of standard tabulators to process absentee ballots. This being the case, no upgrade was selected and no optional equipment was purchased.

Now having used the new Dominion equipment for just over one year and four elections, the processing time for absentee ballots has become a significant concern. Compounding that concern was the historic voter turnout and the passage of Proposal 3 in November 2018, which provides for “no reason” absentee voting. This means any voter can now vote by absentee ballot where previously this was only an option for voters meeting certain statutory criteria. While it is hard to know how this will affect future elections and absentee participation, it is fair to assume absentee voting will increase.

In the November 2018 election, a total of 26,960 ballots were cast, with 4,458 being absentee voters. Unfortunately, two of the three tabulators used for processing absentee ballots also experienced issues on Election Day, one of which had to be resolved by a service technician, delaying an already prolonged process until 3:00 a.m. Based on the experience in November 2018 and the passage of Proposal 3, it is important that Wyoming be prepared for a marked increase in absentee ballots. Based on feedback from other clerks, it is recommended that Wyoming purchase the ImageCast G1130 system. A demonstration of this system was conducted on February 6, with members of the AVCB, as well as staff from the City Clerk’s Office and Information Technology. There was consensus that this system would be equally effective, but much more efficient than the existing system. The three tabulators currently used by the AVCB can be used as replacements if equipment issues occur on Election Day, or they can be assigned should new precincts be added throughout the city.

If Council is supportive of this purchase, there is a possibility the new equipment would be received too late to be used for the May 2019 election. In order to ensure the AVCB team has an opportunity to use this system for this election, a G1130 loaner has been identified.

Budget Impact:

A budget amendment has been prepared to address the \$35,350.00 cost of one ImageCast G1130 with all related hardware and software. This will appear in account #101-215-19100-980.101. As with all of the election equipment acquired in 2017, annual repair and maintenance costs will be the responsibility of the City of Wyoming beginning in 2022 (year five of the agreement).

STAFF REPORT

DATE: March 6, 2019
SUBJECT: ImageCast G1130, High Speed Scanner
FROM: Pat Firestone, Director of Information Technology
MEETING DATE: March 11, 2019

RECOMMENDATION:

The Information Technology department supports the recommendation by the City of Wyoming Clerk's Office, to proceed with the purchase of the ImageCast G1130 (high speed scanner) platform, consisting of related hardware and software from Dominion Voting Systems.

SUSTAINABILITY CRITERIA:

Environmental Quality – Approval of this purchase does not significantly impact environmental quality within the City of Wyoming.

Social Equity – Implementation of this equipment does not significantly impact social equity within the City of Wyoming.

Economic Strength – Implementation of this equipment will allow for more efficient processing of absentee ballots, with potential savings in the cost of resources attributed to this area.

DISCUSSION:

Information Technology staff have viewed the product and demonstrations of the proposed solution by Dominion Voting Systems. The software and hardware were determined to be fully-compliant with our current City of Wyoming computing environment, with minimal impact on computing infrastructure resources.

BUDGET IMPACT:

Funding for this project is addressed in the staff report submitted by Kelli VandenBerg.

End of Report.



2/7/2019

Wyoming City, MI (Kent County)

Budgetary Quote - Q00003151
G1130 Quote

From : Paul Holmes paul.holmes@dominionvoting.com

Product Name	Description	Part Number	Quantity	Unit Price	Extension
ImageCast Central Kit - G1130 - MI *		172-000143	1.00	USD 35,350.00	USD 35,350.00
Central Scanning Hardware & Software					Subtotal: USD 35,350.00

Grand Totals

Grand Total USD 35,350.00

Product Terms

Includes Canon Model DR-G1130, 60 Month Hardware Warranty, 60 Month Firmware Software Application License, Computer w/ 19" Monitor, Keyboard & Mouse, 8GB Flash Memory Card & One I-Button, 25' patch cable, Dual Slot card reader

Terms & Conditions

This quote is pursuant to the terms and conditions of Contract number 071B7700117. All pricing is subject to inventory availability at the time of quote acceptance and execution. Annual fees are due after the initial contract term of five years (commencing in year 6).

Signatures

Customer Name (printed)	Title	Signature	Date (MM/DD/YYYY)

RESOLUTION NO. _____

RESOLUTION TO APPROVE AGREEMENTS RELATING TO USE OF
MICROSOFT CLOUD AND MICROSOFT OFFICE 365 SOFTWARE

WHEREAS:

1. The City is currently using 4 different versions of Microsoft Office software. The City would benefit by having all City users have the same version.
2. Microsoft Corporation is changing the manner in which it offers Office software to MS Office 365 so that user entities will pay an annual fee based on the number of licensed users, but will have continuing access to software updates.
3. The City's computer servers need replacement and require increasingly more storage capacity for increasing numbers of e-mail and other documents the City is required to retain and City staff wishes to retain.
4. Microsoft has developed a US Government Community Cloud (the "MS Government Cloud") to provide such storage capability in a manner to comply with federal and state data security requirements such as those applicable to law enforcement and federal tax information.
5. City conversion to MS Office 365 and to use of the MS Government Cloud will involve myriad service contracts, license agreements, and amendments and other modifications many of which will not be individually large but which together may be about \$100,000.
6. Some of that amount has been included in the FY 2018-19 budget, leaving most of that amount to possibly be within the FY 2019-20 budget.
7. Because purchase of some of the MS Office 365 software is needed now for some new staff computers and to allow for appropriate testing before wider implementation, it is necessary to enter into some of the licensing agreements and other contracts committing only funds in the FY 2018-19 budget and with the ability to modify those agreements and contracts if and when additional implementation is budgeted and undertaken.

NOW, THEREFORE, BE IT RESOLVED:

1. To the extent budgeted funds are available to pay any required costs the service contracts, license agreements, and amendments and other modifications needed to acquire, install, use, maintain, update, train personnel to use, and other implement MS Office 365 software and the MS Government Cloud are hereby approved in the forms acceptable to the City IT Director, City Manager and City Attorney.
2. The City Manager, and if needed, the Mayor and City Clerk are authorized and directed to sign those documents for the City.
3. All city officers and employees are authorized and directed to undertake steps needed to implement the use of MS Office 365 software and the MS Government Cloud.
4. This resolution does not commit any funds beyond funds budgeted in the FY 2018-19 budget. Funds may or may not be included in the FY 2019-20 budget for MS Office 365 software and the MS Government Cloud.
5. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

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

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: March 11, 2019

Subject: Resolution Approving MS Office 365 and MS Government Cloud Agreements

From: Pat Firestone, IT Director
Scott Smith, City Attorney

Meeting Date: March 18, 2019

Background:

Microsoft Corporation is changing its MS Office software to MS Office 365 and changing the manner in which it offers that software so that user entities will pay an annual fee based on the number of licensed users, but will have continuing access to updated software capabilities. This will result in increased cash flows for Microsoft but will also provide users continued product improvement.

The City's MS Office productivity suites are due to be upgraded. Currently, the City is using 4 different versions of Microsoft Office. IT is recommending that the City move to an annual subscription basis for Office 365, to upgrade, standardize and realize the following advantages:

- Large, capital expenditures would not be required to update the entire City to the same versions of MS Office. In the past, portions of the City would be upgraded due to the cost of upgrading the entire environment, and over time, different versions of MS Office suites would exist, causing compatibility issues.
- Continued upgrade of the product would occur, reducing staff time to load and upgrade MS Office installations.
- Each licensee can install Office 365 on multiple devices for no additional cost and with the increase in mobile devices and many having multiple devices such as tablets (including Windows, iPad, and Android) and smartphones; this is beneficial and cost saving.
- Staying up-to-date with application updates is critical to security in today's information technology environments. As software versions age, vulnerabilities are more likely to be discovered.
- With an MS Office 365 subscription, all tiers include 24/7 support for technical issues, or for subscription and billing support. With our current standalone versions, when there is a problem not related to the installation, it has to be solved independently. With a subscription, Microsoft will help you resolve it.

The Exchange server environment is in need of replacement, due to age and hardware life cycles, which would include hardware, licensing, and a recommendation of additional redundancy due to the ever-increasing storage requirements of our email system. Outages of our in-house email system, because of the size of our storage, could potentially be extensive. The City's computer servers require increasingly more storage capacity for increasing numbers of e-mail and other documents the City is required to retain

and City staff wishes to retain. Microsoft has developed a US Government Community Cloud (the “MS Government Cloud”) to provide such storage capability in a manner to comply with federal and state data security requirements such as those applicable to law enforcement and federal tax information.

City conversion to MS Office 365 and to use of the MS Government Cloud will involve myriad service contracts, license agreements, and amendments and other modifications many of which will not be individually large but which together are estimated to be about \$76,000 for the licenses and about \$20,000 for the other contracts. There will be Microsoft license agreements and one or, more likely, a few agreements with an Microsoft authorized company that actually will sell the software to the City, assists with installation, addresses technical issues, provides training, etc. The City will pay fees based on the number of licensed users at various times and other services provided. After the first year, the amount is estimated to be about \$76,000 per year.

Some of that amount has been included in the FY 2018-19 budget, leaving most of that amount to possibly be within the FY 2019-20 budget. It is understood that the FY 2019-20 budget has yet to be approved and, accordingly some or all of the amounts for this project may or may not be included in that budget. However, because purchase of some of the MS Office 365 software is needed now for some new staff computers (it seems best to begin to employ the MS Office 365 software rather than using a version that will no longer be available) and to allow for appropriate testing before wider implementation, it is desirable to now enter into some of the agreements while committing only funds in the FY 2018-19 budget and with the ability to modify those agreements if and when additional implementation is budgeted and undertaken.

Recommendation:

Adopt the “Resolution to Approve and Authorize Signing of Agreements Related to Use of Microsoft Office 365 Software and the Microsoft US Government Community Cloud.”

Sustainability Criteria:

Environmental Quality – Approval will reduce the environmentally controlled space needed for future City-owned servers.

Social Equity – Use of the Microsoft US Government Community Cloud will comply with data security requirements of federal and state governments thereby minimizing possibilities of data breaches that could affect City employees, residents, institutions, and businesses.

Economic Strength – Converting to the Microsoft Office 365 software and with payment of annual license fees will provide some annual budgeting certainty and relatively even on-going software costs as opposed to needing to periodically purchase new versions at significant single-year investments. Use of the Microsoft US Government Community Cloud will reduce needs to purchase and accommodate increasing numbers of servers to provide storage of City records.

Quality Customer Service – Microsoft Office software is used almost universally making it easy to schedule meetings with, create City documents and modify those of others, and undertake other daily tasks in formats compatible with the many electronic devices used by City personnel and those outside the City.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
CISCO NETWORK EQUIPMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council authorize the purchase of Cisco network equipment from Y&S Technologies using the Kent County Reverse Auction system in the total amount of \$10,650.
2. Funds are available in the General Fund, Information Technology, Capital Outlay-Computer Equipment account number 101-258-25800-984.017 and the General Fund, Information Technology; Computer Supplies account number 101-258-25800-740.200.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of Cisco network equipment from Y&S Technologies in the total amount of \$10,650.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2019.

ATTACHMENT:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: March 5, 2019
Subject: Recommend to Purchase Cisco Catalyst Switches
From: Pat Firestone, Director of Information Technology
Meeting Date: March 18, 2019

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of Cisco network equipment, in the amount of \$10,650 from Y&S Technologies.

SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – By maintaining a program of scheduled routine replacements to information technology assets and improving its cyber security posture, the City reduces the risk of loss due to hardware failure, or reduced protection of information resources.

DISCUSSION:

The Information Technology Department utilized Kent County's Reverse Auction process to satisfy the requirements of charter section 12.1- purchase and sale of property. This practice has been used in previous years as allowed by charter section 2-257 - cooperative purchasing plans.

The maximum bid price was determined by staff research of lowest publicized pricing, and set at \$11,952. One (1) bid was received from Y&S Technologies in the amount of \$10,650.

This purchase will replace existing devices that have fulfilled or exceeded their planned service life at the 62A District Court facility. Installation will be performed by Information Technology Department staff.

BUDGET IMPACT:

Adequate funding was planned in the fiscal 2018/19 budget, in accounts 101-258-25800-984.017, General Fund, Information Technology, Capital Outlay – Computer Equipment, and 101-258-25800-740.200, General Fund, Information Technology, Computer Supplies.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
THREE BACKUP STORAGE SERVERS

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council accept a quote from DigiLink Computers Incorporated, dba Digiliant for three backup storage servers in the total amount of \$38,960.
2. Funds are available in the General Fund, Information Technology, Capital Outlay- Computer Equipment account number 101-258-25800-984.017.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of three backup storage servers from DigiLink Computers Incorporated, dba Digiliant in the total amount of \$38,960.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2019.

ATTACHMENTS:
Staff Report
Quotes (2)

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: February 27, 2019
Subject: Recommend to Authorize Purchase of Backup Storage Solution
From: Pat Firestone, Director of Information Technology
Meeting Date: March 18, 2019

RECOMMENDATION:

It is recommended that City Council authorize the purchase of three backup storage servers in the amount of \$38,960 from DigiLink Computers Incorporated, dba Digiliant, LLC.

SUSTAINABILITY CRITERIA:

Environmental Quality – This purchase of backup servers will reduce the volume of plastic magnetic media cartridges being sent for destruction, ultimately to be incinerated.

Social Equity – Does not significantly impact this criterion.

Economic Strength – The purchase of backup servers will eliminate the need to replace two tape library devices (\$9,000); reduce by 30% the demand and related cost of magnetic backup media (\$1,000 annually); and, reduce by 50% the staff time required to administer the data backup and protection program (\$13,750 annually). Further, by allowing for online storage of more frequent restore points, the new backup servers will reduce data loss and time to recover related to human error or hardware failure.

DISCUSSION:

The Information Technology Department operates four data centers located strategically throughout geographically diverse locations across city facilities. Each data center is currently protected by a dedicated data protection and backup solution with tape libraries that require daily monitoring and maintenance. The current data protection and backup program requires one quarter FTE to administer.

The requirement for data storage has grown steadily since the onset of the city's computerization and we expect this growth to continue indefinitely. The massive amount of data makes difficult the task of finishing complete backups over an evening or weekend (depending on the type of backup).

The proliferation of malicious software (malware), including computer viruses and ransomware, demands that we increase the frequency of backing-up data to minimize loss due to a security event. Experts in data protection recommend the adoption of a 3-2-1 backup plan as a best practice. In this arrangement, data is stored in three copies (original/production, backup, and archive), on two separate media (such as disk and tape), and in one off-site location (e.g. vault or disaster recovery location).

The requested purchase of a backup solution will provide sufficient capacity to protect critical systems by increasing the frequency of backups. It will allow for a complete backup of all important data within an overnight cycle through higher speed/throughput. The new system will provide capacity to accommodate anticipated data growth for several years. The primary

backup location will be separate from the data centers it is used to protect. Additional protection will be gained through replication to a secondary, off-site location. Finally, the off-site replica will be used to make archival copies of data to tape. Due to the centralized nature of the new backup system, administration will be greatly reduced through elimination of travel, fewer changes of tapes, and better utilization of tapes. Centralization will also allow for the retirement of two tape library devices at a cost of approximately \$4,500 each.

The IT Department uses approximately 100 LTO (Linear Tape-Open) magnetic cartridges annually. The current cost of LTO tapes is approximately \$20 per tape. Each year, a number of tapes are retired and sent for destruction incineration. Higher utilization of tapes will reduce the quantity of tapes purchased and ultimately destroyed annually.

The IT Department evaluated several storage solutions including those from Hewlett Packard (HPE), Cisco, and Dell/EMC. We found that the product from Digi-Link, dba Digiliant (a Michigan company located in Okemos, MI) meets the city's needs at a much lower cost than the mainstream competitors. The selected solution having a comparable warranty is available only from the manufacturer, and they have quoted GSA pricing. Therefore, it is recommended that City Council waive the requirement to bid and authorize the purchase from DigiLink Computers.

Purchase of the hardware totals \$38,960. Installation will be performed by Information Technology Department staff.

BUDGET IMPACT:

Adequate funding was planned in the fiscal 2018/19 budget, in account 101-258-25800-984017, General Fund, Information Technology, Capital Outlay – Computer Equipment.



Quote

5100 Marsh Road Suite E3
 Okemos, MI 48864-1152
 Tel: (800) 306-2199 x7006 Fax:(517)381-7777
 Web: <http://www.digiliant.com>

2/26/2019

Tom T - Gov Acct Mgr
 Email: tom@digiliant.com

Digiliant GSA No: GS-35F-0448T	RFQ#: Valid for 30 Days Only
Bill To: Attn: Accounts Payables City of Wyoming 1155 28th Street SW Wyoming, Michigan 49509 Tel: 616-261-3525 Email: NashG@wyomingmi.gov	Ship To: Attn: Garrett Nash City of Wyoming - Information Technology 1155 28th Street SW Wyoming, Michigan 49509
FOB:	Pay By: NET 30 w/Hard Copy PO emaild to me

TIN # - 38-3368915
 DUNS # - 876874959

Item	Description	QTY	Unit Price	QTY	Total
R4E124LS-NW	Part/Option		\$15,950.00	2	\$31,900.00
	Intel 8-Core Xeon E5-2609 V4 1.70GHZ CPU	1			
	CPU Heatsink	1			
64GB memory	16GB DDR4 ECC/REG Memory	4			
	Supermicro X10DRL-I MB	1			
OS Drives	250GB SSD Drives RAID 1 Mirrored	2			
Data Drives	Seagate 8TB SAS HDD 7200RPM 256MB 12GB/s	24	Enterprise		
	LSI 9361-8i RAID Controller	1			
	LSI CacheVault adapter for above card	1			
	On board Aspeed AST2400 Graphics	1			
	External Slim DVDRW Drive	1			
	On-Board Intel Gigabit (1000) Network Adapter	2			
12GB/s	Supermicro CSE-846BE1C-R1K23B 4U Rackmount	1			
	Built-In 1200W Redundant 80 Plus Power Supply	1			
	3.5" Hot-swap Hard Drive Trays	24			
	Dual 2.5" Hot-swap Hard Drive Trays	1			
	mini-SAS HD Cable	2			
	mini-SAS HD to 4 SATA Cable	1			
X64 w/ iSCSI OS	Windows Storage Server 2016 Standard OS	1			
	3 Yrs Parts & Labor, 3 Yr On Site Warranty	1			
	IPMI Remote Controller Adapter On Board	1			
X540-T2 RJ45	Intel 10Gb Ethernet DUAL Port X540 Adapter	1			
RAW 192TB	RAID 6 Setup - ready to go out of the box - 163.68TB usable space				

Sub-Total: \$31,900.00
Shipping and Handling (Fedex Ground Freight Box): \$170.00
Total: \$32,070.00

Quotes Valid for 30 Days Only or Next Price Change



Quote

5100 Marsh Road Suite E3
 Okemos, MI 48864-1152
 Tel: (800) 306-2199 x7006 Fax:(517)381-7777
 Web: <http://www.digiliant.com>

2/20/2019

Tom T - Gov Acct Mgr
 Email: tom@digiliant.com

Digiliant GSA No: GS-35F-0448T	RFQ#: Valid for 30 Days Only
Bill To: Attn: Accounts Payables City of Wyoming 1155 28th Street SW Wyoming, Michigan 49509	Ship To: Attn: Garrett Nash City of Wyoming - Information Technology 1155 28th Street SW Wyoming, Michigan 49509
Tel: 616-261-3525 Email: NashG@wyomingmi.gov	Pay By: NET 30 w/Hard Copy PO emaild to me

FOB:

TIN # - 38-3368915
 DUNS # - 876874959

Item	Description	Unit Price	QTY	Total
R20008LS-NW	Part/Option			
	Intel 4-Core Xeon E3-1220 V6 3.0GHZ CPU		1	
	CPU Heatsink		1	
16GB memory	8GB DDR4 ECC Memory		2	
	Supermicro X11SSL-F MB		1	
	Seagate 8TB SAS HDD 7200RPM 256MB 12Gb/s	Enterprise	8	
	LSI 9361-8i RAID Controller		1	
	LSI CacheVault for above adapter		1	
	On board Aspeed AST2400 Graphics		1	
	Slim SATA DVDRW Drive		1	
	On-Board Intel Gigabit (1000) Network Adapter		2	
	Supermicro CSE-825TQ-563LPB 2U Rackmount		1	
	Built-In 560W 80 Plus Power Supply		1	
	3.5" Hot-swap Hard Drive Trays		8	
	Slim SATA Adapter		1	
	mini-SAS HD to 4 SATA Cable		2	
X64 w/ iSCSI OS	Windows Storage Server 2016 Standard OS		1	
	3 Yrs Parts & Labor, 3 Yr On Site Warranty		1	
	IPMI Remote Controller Adapter on Board		1	
RAW 64TB	RAID 5 Setup - ready to go out of the box - 52TB usable space			

Sub-Total: \$6,775.00

Shipping and Handling (Fedex Ground): \$115.00

Total: \$6,890.00

Quotes Valid for 30 Days Only or Next Price Change

1. See Digiliant's return Policy at www.digiliant.com
2. See Product's Warranty at www.digiliant.com

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bids for the listed items as recommended in the attached Staff Reports and summarized below.

Item	Recommended Bidder	Cost
Hardwood (Brown) Shredded Bark	AMS Grounds	Bid prices as shown on the attached staff report
ADA Approved Playground Wood Chips	Superior Ground Cover, Inc.	Bid prices as shown on the attached staff report
Brass Water Service and Meter Installation Materials and Meter Mountings	ETNA Supply Company	Bid prices as shown on the attached staff report
Ready Mixed Concrete	Loomis Redi-Mix Concrete LLC	Bid prices as shown on the attached staff report

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2019.

ATTACHMENTS:

Staff Reports

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: March 4, 2019

SUBJECT: Shredded Bark

FROM: Jeff Anderson, Parks & Facilities Supervisor

CC: Rebecca Rynbrandt, Director of Community Services

MEETING DATE: March 18, 2019

RECOMMENDATION:

It is recommended that the bid for shredded bark be awarded to AMS Grounds and Superior Ground Cover Inc. at the bid prices as shown on the attached tabulation sheet.

SUSTAINABILITY CRITERIA:

Environmental Quality – The City uses shredded bark as mulch, to retain soil moisture and to help with weed prevention around the trees and shrubs in the parks and other City Facilities.

Social Equity – ADA compliant playground chips (engineered wood fiber) will be used in park playground areas to comply with safety and accessibility standards – working to ensure all children, regardless of ability or disability, have the opportunity to benefit from recreation resources.

Economic Strength – Vibrant communities are built upon attractive, safe public spaces. Well maintained properties have a positive direct impact on property values. Parks and recreation services work to ensure families want to live, work, and play in our community – a backbone to economic development.

QUALITY SERVICE IMPACT:

By placing shredded bark in our landscaping and ADA compliant playground chips in our playgrounds we work to create safe and attractive community public spaces.

DISCUSSION:

On February 25, 2019 five (5) bids were received to provide shredded bark and ADA playground chips for City facilities and parks. Seventy-six (76) invitations to bid were sent to prospective bidders.

The shredded bark is utilized at various facilities for landscaping, weed suppression and moisture retention around trees. The ADA compliant playground chips will be used in playground areas to comply with the Americans with Disabilities Act and National Playground Safety Standards.

It is recommended that the bid be awarded to the low bidders in each category; hardwood (brown) shredded bark to AMS Grounds and ADA approved playground wood chips to Superior Ground Cover Inc. based on cubic yard bid price, price to blow bark into location and minimum truckload with no delivery charges.

BUDGET IMPACT:

Funds for the purchase of the shredded bark are budgeted in various departmental accounts with the appropriate account being charged at the time of requisition. It is estimated the annual expenditure for shredded bark and ADA compliant chips will total approximately \$12,000.00.

BID TABULATION:

Bark Description	Bidder	Bid Price (cu.yd.)	Bid price to blow bark into location (cu. yd.)	Minimum Truckload per delivery (no delivery charges)	Delivery charge (for deliveries under the minimum truckload)
Delivered to any City building, facility, property and job site in the City of Wyoming					
Hardwood (Brown) Shredded Bark	AMS Grounds	\$16.00	\$ 36.00		
	Brinkwood Products, Inc.	\$16.50	\$ 39.50	70	\$ 45.00
	Superior Ground Cover, Inc.	\$ 17.25	\$ 37.25	10	\$ -
	Michigan Bark Products, Inc.	\$17.60	NA	140	NA
	Three Oaks Ground Cover		\$ 37.00		
ADA Approved Playground Wood Chips	Superior Ground Cover, Inc.	\$ 13.00	\$ 21.00	10	\$ -
	AMS Grounds	\$ 13.00	\$ 22.00		
	Brinkwood Products, Inc.	\$ 13.00	\$ 21.50	NA	NA
	Michigan Bark Products, Inc.	\$17.60	NA	140	NA
	Three Oaks Ground Cover		\$ 22.00		

Delivered the City of Wyoming Drinking Water Plant					
Hardwood (Brown) Shredded Bark	AMS Grounds	\$16.00	\$ 36.00		
	Brinkwood Products, Inc.	\$16.50	\$ 39.50	70	\$ 60.00
	Superior Ground Cover, Inc.	\$ 17.25	\$ 37.25	10	\$ -
	Michigan Bark Products, Inc.	\$17.60	NA	140	NA
	Three Oaks Ground Cover		\$ 37.00		
ADA Approved Playground Wood Chips	Superior Ground Cover, Inc.	\$ 13.00	\$ 21.00	10	\$ -
	AMS Grounds	\$ 13.00	\$ 22.00		
	Brinkwood Products, Inc.	\$ 13.00	\$ 21.50	30	\$ 60.00
	Michigan Bark Products, Inc.	\$17.60	NA	140	NA
	Three Oaks Ground Cover		\$ 22.00		

Number of days for deliveries	AMS Grounds	7
	Brinkwood Products, Inc.	3
	Superior Ground Cover, Inc.	5
	Michigan Bark Products, Inc.	3-4
	Three Oaks Ground Cover	180

STAFF REPORT

DATE: February 28, 2019

SUBJECT: Bid Award - Brass Water Service and Meter Installation Materials and Meter Mountings

FROM: Shimo Svabic, Public Works Supervisor

Date of Meeting: March 18, 2019

RECOMMENDATION:

It is recommended that the City Council award the bid for brass water service and meter installation materials and meter mountings to the low bidder, ETNA Supply Company, for the prices as shown on the bid tabulation.

SUSTAINABILITY CRITERIA:

Environmental Quality

The Public Works Department is actively involved in the protection of Michigan's natural resources and the public's health and welfare. The City's use of brass water service and meter installation materials made from no-lead brass will reduce the exposure of lead to the public, providing safe living and working conditions for our residents and protect the environment from lead contamination.

Social Equity

Utility repairs are provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's utility repairs.

Economic Strength

The use of brass water service and meter installation materials allows the Public Works Department to provide quality utility repairs, properly maintaining the City's infrastructure which sustains property values.

DISCUSSION:

On Tuesday, February 26, 2019, the City received four bids for brass water service and meter installation materials and meter mountings. Seventy-one invitations to bid were sent to prospective bidders. ETNA Supply Company was the low bidder.

The Public Works Department utilizes brass water service and meter installation materials to repair and replace broken water services and water meters throughout the City of Wyoming. Federal regulations require that all of the brass fittings be free of lead. Bids are received each year in order to acquire quality brass water service and meter installation materials.

The City is anticipating that it will spend approximately \$20,000 for brass water service materials and approximately \$10,000 on meter installation materials on an annual basis. The low bid items overall are an increase of about 0.33% from last year's bid price.

BUDGET IMPACT:

Sufficient funds are available in the water service maintenance and water meter maintenance accounts: 591-441-56700-775.000 and 591-591-56500-775.000.

TABULATION SHEET:

Est. Qty.	Item Description	Etna Supply Company		Core & Main		Ferguson Waterworks		EJ USA Inc.	
		Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)
100	1" corporation stop	\$38.90	\$3,890.00	\$38.57	\$3,857.00	\$39.29	\$3,929.00	\$43.57	\$4,357.00
200	1" curb stop	\$83.10	\$16,620.00	\$84.39	\$16,878.00	\$83.93	\$16,786.00	\$93.06	\$18,612.00
500	5/8" x 3/4" x 3/4" coupling	\$7.65	\$3,825.00	\$7.56	\$3,780.00	\$7.74	\$3,870.00	No Bid	
250	1" compression coupling	\$16.45	\$4,112.50	\$16.26	\$4,065.00	\$16.60	\$4,150.00	\$18.40	\$4,600.00
10	1 1/2" corporation stop	\$112.15	\$1,121.50	\$111.20	\$1,112.00	\$113.28	\$1,132.80	\$25.59	\$255.90
20	1 1/2" compression coupling	\$45.50	\$910.00	\$45.10	\$902.00	\$45.94	\$918.80	\$61.54	\$1,230.80
25	1 1/2" curb stop, 1 1/2" x 1 1/2" compression coupling	\$192.85	\$4,821.25	\$191.23	\$4,780.75	\$194.78	\$4,869.50	\$215.95	\$5,398.75
10	2" corporation stop	\$185.45	\$1,854.50	\$183.95	\$1,839.50	\$187.35	\$1,873.50	\$207.72	\$2,077.20
20	2" curb stop, 2" x 2" compression coupling	\$268.85	\$5,377.00	\$266.68	\$5,333.60	\$271.59	\$5,431.80	\$301.12	\$6,022.40
20	2" compression coupling	\$74.20	\$1,484.00	\$73.58	\$1,471.60	\$74.95	\$1,499.00	\$83.11	\$1,662.20
300	Curb box, 5'6" depth	\$30.75	\$9,225.00	\$33.12	\$9,936.00	\$33.34	\$10,002.00	\$35.08	\$10,524.00
200	Curb box lid w/plug	\$10.55	\$2,110.00	\$11.25	\$2,250.00	\$10.45	\$2,090.00	No Bid	
100	Copper meter insetters, 5/8" x 3/4", "M" Style Insetter, 43-2-NNMD 43x403 NO LEAD	No Bid		\$83.98	\$8,398.00	\$107.71	\$10,771.00	\$92.70	\$9,270.00
50	3/4" FIP Union for copperhorn setter	\$4.00	\$200.00	\$4.30	\$215.00	\$4.25	\$212.50	No Bid	
150	1" MIP union for copperhorn setter	\$6.45	\$967.50	\$6.94	\$1,041.00	\$6.81	\$1,021.50	No Bid	
50	1" Full port straight curb valve, ball style 300 PSI w/lock wing mac-pak compression x 1" FIP	\$71.90	\$3,595.00	\$71.28	\$3,564.00	\$93.54	\$4,677.00	\$80.50	\$4,025.00
100	3/4" MIP union for copperhorn insetter	\$4.00	\$400.00	\$4.30	\$430.00	\$4.25	\$425.00	No Bid	

Est. Qty.	Item Description	Etna Supply Company		Core & Main		Ferguson Waterworks		EJ USA Inc.	
		Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)
100	3/4" union nuts for copper meter insetters	\$3.15	\$315.00	\$3.40	\$340.00	\$3.27	\$327.00	No Bid	
200	1" x 3/4" Brass Bushings	\$2.60	\$520.00	\$2.51	\$502.00	\$2.89	\$578.00	No Bid	
50	3/4" x 2 1/2" meter couplings, 3/4 ribbed tail piece	\$7.65	\$382.50	\$7.56	\$378.00	\$8.89	\$444.50	No Bid	
100	1" x 2 5/8" meter coupling, ribbed tail piece	\$11.80	\$1,180.00	\$11.70	\$1,170.00	\$12.48	\$1,248.00	No Bid	
25	3/4" FIP ball valve, full port	\$6.55	\$163.75	\$5.20	\$130.00	\$18.46	\$461.50	No Bid	
75	1 1/2" female flanged coupling	\$34.10	\$2,557.50	\$34.15	\$2,561.25	\$44.36	\$3,327.00	\$38.17	\$2,862.75
150	1" Full port angle curb valves, ball style 300 PSI lock wing with Mac-Pak Compression X 1" FIP	\$81.90	\$12,285.00	\$81.22	\$12,183.00	\$106.57	\$15,985.50	No Bid	
50	Regular Pattern Ball Valve 300 PSI, 3/4" full port ball valve FIP x FIP	\$40.50	\$2,025.00	\$40.13	\$2,006.50	\$52.67	\$2,633.50	\$45.33	\$2,266.50
50	2" female flanged coupling	\$44.50	\$2,225.00	\$44.12	\$2,206.00	\$57.92	\$2,896.00	No Bid	
50	3/4" FIP gate valves	\$9.65	\$482.50	\$5.20	\$260.00	\$44.78	\$2,239.00	\$10.56	\$528.00
150	1" FIP gate valves	\$14.30	\$2,145.00	\$8.67	\$1,300.50	\$56.49	\$8,473.50	\$14.08	\$2,112.00
10	1 1/4" FIP gate valves	\$20.15	\$201.50	\$11.56	\$115.60	\$85.98	\$859.80	No Bid	
10	1 1/2" FIP gate valves	\$25.65	\$256.50	\$13.67	\$136.70	\$99.14	\$991.40	\$25.77	\$257.70
10	2" FIP gate valves	\$39.00	\$390.00	\$21.04	\$210.40	\$119.74	\$1,197.40	\$39.30	\$393.00
20	3/4" x close brass nipple	\$1.35	\$27.00	\$1.41	\$28.20	\$1.18	\$23.60	No Bid	
20	1" x close brass nipple	\$1.95	\$39.00	\$2.07	\$41.40	\$1.75	\$35.00	No Bid	
20	3/4" x 2" brass nipple	\$1.70	\$34.00	\$1.76	\$35.20	\$1.49	\$29.80	No Bid	
20	3/4" x 2 1/2" brass nipple	\$1.95	\$39.00	\$2.05	\$41.00	\$1.73	\$34.60	No Bid	
20	3/4" x 3" brass nipple	\$2.25	\$45.00	\$2.36	\$47.20	\$1.99	\$39.80	No Bid	
20	3/4" x 3 1/2" brass nipple	\$2.50	\$50.00	\$2.60	\$52.00	\$2.24	\$44.80	No Bid	
20	3/4" x 4" brass nipple	\$2.90	\$58.00	\$3.09	\$61.80	\$2.59	\$51.80	No Bid	
20	3/4" x 4 1/2" brass nipple	\$3.15	\$63.00	\$3.36	\$67.20	\$2.83	\$56.60	No Bid	

Est. Qty.	Item Description	Etna Supply Company		Core & Main		Ferguson Waterworks		EJ USA Inc.	
		Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)
20	3/4" x 5" brass nipple	\$3.50	\$70.00	\$3.71	\$74.20	\$3.11	\$62.20	No Bid	
20	3/4" x 5 1/2" brass nipple	\$3.80	\$76.00	\$4.05	\$81.00	\$3.41	\$68.20	No Bid	
20	3/4" x 6" brass nipple	\$4.25	\$85.00	\$4.52	\$90.40	\$3.80	\$76.00	No Bid	
20	1" x 2" brass nipple	\$2.40	\$48.00	\$2.55	\$51.00	\$2.15	\$43.00	No Bid	
20	1" x 2 1/2" brass nipple	\$2.80	\$56.00	\$2.98	\$59.60	\$2.51	\$50.20	No Bid	
20	1" x 3" brass nipple	\$3.25	\$65.00	\$3.44	\$68.80	\$2.89	\$57.80	No Bid	
20	1" x 3 1/2" brass nipple	\$3.75	\$75.00	\$3.97	\$79.40	\$3.35	\$67.00	No Bid	
20	1" x 4" brass nipple	\$4.20	\$84.00	\$4.47	\$89.40	\$3.76	\$75.20	No Bid	
20	1" x 4 1/2" brass nipple	\$4.70	\$94.00	\$4.98	\$99.60	\$4.19	\$83.80	No Bid	
20	1" x 5" brass nipples	\$5.20	\$104.00	\$5.52	\$110.40	\$4.63	\$92.60	No Bid	
20	1" x 5 1/2" brass nipples	\$5.70	\$114.00	\$6.05	\$121.00	\$5.08	\$101.60	No Bid	
20	1" x 6" brass nipple	\$6.20	\$124.00	\$6.59	\$131.80	\$5.53	\$110.60	No Bid	
20	1 1/2" x close brass nipple	\$3.85	\$77.00	\$4.07	\$81.40	\$3.42	\$68.40	No Bid	
20	1 1/2" x 3" brass nipple	\$5.65	\$113.00	\$6.03	\$120.60	\$5.06	\$101.20	No Bid	
20	1 1/2" x 4" brass nipple	\$7.40	\$148.00	\$7.85	\$157.00	\$6.59	\$131.80	No Bid	
10	1 1/2" x 5" brass nipple	\$9.15	\$91.50	\$9.76	\$97.60	\$8.19	\$81.90	No Bid	
10	1 1/2" x 6" brass nipple	\$10.90	\$109.00	\$11.60	\$116.00	\$9.75	\$97.50	No Bid	
20	2" x close brass nipple	\$5.85	\$117.00	\$6.20	\$124.00	\$5.20	\$104.00	No Bid	
5	2" x 2 1/2" brass nipple	\$6.30	\$31.50	\$6.69	\$33.45	\$5.62	\$28.10	No Bid	
10	2" x 6" brass nipple	\$14.00	\$140.00	\$14.91	\$149.10	\$12.52	\$125.20	No Bid	
10	2" x 9" brass nipple	\$20.85	\$208.50	\$22.18	\$221.80	\$19.72	\$197.20	No Bid	
10	2" x 12" brass nipple	\$27.60	\$276.00	\$29.40	\$294.00	\$24.67	\$246.70	No Bid	
5000	5/8" Meter Washers	\$0.20	\$1,000.00	\$0.19	\$950.00	\$0.08	\$400.00	No Bid	
1000	1" Meter Washers	\$0.25	\$250.00	\$0.25	\$250.00	\$0.13	\$130.00	No Bid	
20	1 1/2" Adjustable MNPT Oval Meter Flange	\$36.85	\$737.00	\$221.57	\$4,431.40	\$115.41	\$2,308.20	No Bid	

Est. Qty.	Item Description	Etna Supply Company		Core & Main		Ferguson Waterworks		EJ USA Inc.	
		Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)
20	2" Adjustable MNPT Oval Meter Flange	\$49.15	\$983.00	\$286.06	\$5,721.20	\$138.42	\$2,768.40	No Bid	
20	1" Brass Threaded Couplings	\$3.95	\$79.00	\$3.83	\$76.60	\$3.25	\$65.00	No Bid	
10	2" x 1" brass bushings	\$10.05	\$100.50	\$9.76	\$97.60	\$8.30	\$83.00	\$16.83	\$168.30
10	1 1/2" x 1" brass bushings	\$5.65	\$56.50	\$5.47	\$54.70	\$4.65	\$46.50	\$9.43	\$94.30
300	Curb Box Plug 1 1/4" - MEPLG 1 1/4 Brass Plug	\$2.80	\$840.00	\$3.07	\$921.00	\$2.75	\$825.00	No Bid	
25	1" NIBCO Full Port Ball Valve	\$9.90	\$247.50	\$8.68	\$217.00	\$12.32	\$308.00	\$15.47	\$386.75
15	1" APOLLO thrd Full Port Ball Valve	\$9.90	\$148.50	\$9.25	\$138.75	\$25.56	\$383.40	No Bid	
10	3/4" NIBCO Full Port Ball Valve	\$6.55	\$65.50	\$9.20	\$92.00	\$6.94	\$69.40	\$10.50	\$105.00
300	1 1/2" Drop In Gaskets for 1 1/2" Flanged Meter	\$1.75	\$525.00	\$1.97	\$591.00	\$1.39	\$417.00	\$1.95	\$585.00
300	2" Drop In Gaskets for 2" Flanged Meter	\$2.00	\$600.00	\$2.25	\$675.00	\$1.55	\$465.00	\$2.22	\$666.00
5	2" x 1 1/2 Brass Bushings	\$8.35	\$41.75	\$8.10	\$40.50	\$6.89	\$34.45	\$13.98	\$69.90
15	1" x 3/4" Brass Bushings	\$2.60	\$39.00	\$2.21	\$33.15	\$2.13	\$31.95	\$4.32	\$64.80
5	1 1/2" x 3/4" Brass Bushings	\$6.90	\$34.50	\$6.69	\$33.45	\$5.68	\$28.40	No Bid	
50	AY McDonald 5/8" x 3/4" meter to 1" meter adapter	\$19.55	\$977.50	\$9.83	\$491.50	\$12.75	\$637.50	No Bid	
5	AY McDonald Converts 1" meter to 2" flanged meter	\$116.40	\$582.00	\$58.99	\$294.95	\$60.83	\$304.15	No Bid	
5	AY McDonald Converts 1" meter to 1 1/2" flanged meter	\$113.70	\$568.50	\$57.75	\$288.75	\$74.00	\$370.00	No Bid	
5	AY McDonald Converts 1 1/2" meter to 2" flanged meter	\$167.45	\$837.25	\$77.95	\$389.75	\$100.19	\$500.95	No Bid	
20	3/4" Brass 90's	\$3.20	\$64.00	\$3.11	\$62.20	\$2.64	\$52.80	No Bid	
20	3/4" Brass Threaded couplings	\$2.60	\$52.00	\$2.52	\$50.40	\$2.13	\$42.60	No Bid	
30	2" Brass Pentagon Stop box Cap Plugs (plugs only)	\$7.30	\$219.00	\$7.82	\$234.60	\$8.96	\$268.80	No Bid	
30	1 1/4" Stopbox Caps With Brass Plugs	\$2.80	\$84.00	\$11.25	\$337.50	\$10.21	\$306.30	No Bid	

Est. Qty.	Item Description	Etna Supply Company		Core & Main		Ferguson Waterworks		EJ USA Inc.	
		Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)
30	1 1/4" Stopbox lid with plug	\$10.55	\$316.50	\$11.25	\$337.50	\$10.45	\$313.50	\$11.15	\$334.50
30	2" Stopbox lid with plug	\$14.15	\$424.50	\$15.01	\$450.30	\$14.01	\$420.30	\$12.26	\$367.80
5	2" Brass THD Coupling	\$13.75	\$68.75	\$13.34	\$66.70	\$11.34	\$56.70	No Bid	
5	2" x 1.5" Brass THD Bushing	\$8.35	\$41.75	\$8.10	\$40.50	\$6.89	\$34.45	No Bid	
12	2" Meter Flange THD	\$44.50	\$534.00	\$21.04	\$252.48	\$34.52	\$414.24	No Bid	
6	1.5" Meter Flange THD	\$34.05	\$204.30	\$19.45	\$116.70	\$31.23	\$187.38	No Bid	
300	1" Brass 90's	\$4.95	\$1,485.00	\$4.78	\$1,434.00	\$4.07	\$1,221.00	No Bid	
5000	5/8" x 3/4" gaskets	\$0.25	\$1,250.00	\$0.35	\$1,750.00	\$0.42	\$2,100.00	No Bid	
100	1" full port flared angle valve	\$48.60	\$4,860.00	\$98.32	\$9,832.00	\$189.91	\$18,991.00	No Bid	
10	3" Brass Meter Flange Kit- THD	\$85.95	\$859.50	\$95.87	\$958.70	\$183.63	\$1,836.30	No Bid	
5	3" Brass Meter Flange Kit- THD	\$200.00	\$1,000.00	\$341.50	\$1,707.50	\$404.14	\$2,020.70	No Bid	
5	4" Brass Meter Flange Kit -THD	\$272.00	\$1,360.00	\$521.00	\$2,605.00	\$645.75	\$3,228.75	No Bid	
Total		\$109,840.30		\$132,203.33		\$159,378.82		N/A	
PERCENTAGE DISCOUNT FROM PRICES FOR OTHER MISC. BRASS (OTHER THAN LISTED ABOVE)		0%		20%		Depends on product provided		20%	
PERCENTAGE DISCOUNT FROM PRICES FOR SUPPLEIS (OTHER THAN THOSE LISTED ABOVE)		0%		20%		Depends on product provided		20%	
MINIMUM POUND DELIVERY REQUIRED PER ORDER		1 pound		0 pounds		0 pounds		5 pounds	
NUMBER OF DAYS REQUIRED FOR DELIVERY FROM DATE OF RECEIPT OF PURCHASE ORDER		Stock - 7 days		5 - 7 Days		7 - 10 Days		10 Days	
Is there a location within 15 miles to the City of Wyoming limits available for 24/7 Emergency Purchases?		Yes		Yes		Yes		Yes	

STAFF REPORT

DATE: March 13, 2019

SUBJECT: Bid Award - Ready Mixed Concrete

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: March 18, 2019

RECOMMENDATION:

It is recommended that the City Council award the bid for ready mixed concrete to the low bidder, Loomis Redi-Mix Concrete LLC, at \$111.00 per cubic yard for 6.0 sack MDOT P1 concrete and \$132.00 per cubic yard for 9.0 sack concrete.

SUSTAINABILITY CRITERIA:

Environmental Quality

The Public Works Department is actively involved in the protection of Michigan's natural resources and the public's health and welfare. The City's use of concrete, made from materials that are able to be recycled, reduces the consumption of natural resources and the dumping of concrete materials in landfills.

Social Equity

Street and utility repairs are provided throughout the City without regard to income level or socio-economic status.

Economic Strength

The use of concrete allows the Public Works Department to provide high quality street and utility repairs. Maintaining the City's streets and infrastructure sustains public and private property values.

DISCUSSION:

On Tuesday, February 26, 2019, the City received two bids for ready mixed concrete. Twenty-nine invitations to bid were sent to prospective bidders. Loomis Redi-Mix Concrete LLC was the low bidder. As the attached bid tabulation indicates, the unit price for 6.0 sack MDOT P1 concrete will be \$111.00 per cubic yard, and 9.0 sack concrete will be \$132.00 per cubic yard.

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 Public Works Department is anticipating a yearly total of \$35,000.00 for ready mixed concrete. The unit price for 6.0 sack MDOT P1 concrete is a decrease of 0.1% from last year's bid price of \$112.00. The unit price for 9.0 sack concrete is a decrease of 0.1% from last year's bid price of \$133.00. 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.

BID TABULATION:

	Loomis Redi Mix Concrete LLC	Consumers Concrete	
6.0 Sack A/E Concrete	\$111.00	\$109.00	
6.0 Sack, 100% Limestone Aggregate, MDOT P1, 3,500 PSI Mix Concrete	\$111.00	\$115.00	
9.0 Sack Hi-Early Strength Concrete	\$132.00	\$136.00	
9.0 Sack HI-Early Concrete w/Natural Stone		\$130.00	
Additional Charges:			
1% Calcium Chloride	\$2.00	\$2.25	Per Cu. Yd.
Deliveries under 5 Cubic Yards	\$75.00	NA	Per Delivery
Deliveries under 5 1/4 Cubic Yards	NA	\$80.00	Per Delivery
Unloading time in excess of one hour	\$125.00	\$90.00	per hour, or fraction thereof
Truck batched after 4:00 p.m.	\$45.00	\$50.00	Per Truck
Fuel or Delivery Surcharge	\$8.00	\$10.00	Per Load
Concrete Retarder	\$3.00	\$3.00	Per Cu. Yd.
Hot Water Charge for Nov. & April		\$5.00	Per Cu. Yd.
Hot Water Charge for Dec.-March		\$10.00	Per Cu. Yd.

ORDINANCE NO. 3-19

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, DIVISION 7, OF THE CODE OF ORDINANCES BY REPEALING SECTIONS 2-310A – 2-310E AND BY AMENDING SECTIONS 2-306 – 2-310 TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR THE 28WPHASEONE LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP HOUSING PROJECT

THE CITY OF WYOMING ORDAINS:

Section 1. Repeal. That Section 2-310A entitled “Purpose,” Section 2-310B entitled “Definitions,” Section 2-310C entitled “Property Tax Exemption,” Section 2-310D entitled “Annual Service Charge,” and Section 2-310E entitled “Reliance,” of Chapter 2, Article IV, Division 7 of Code of Ordinances, City of Wyoming, Michigan, entitled, “Tax Exemption and Service Charge for 28WPhaseTwo Limited Dividend Housing Association Limited Partnership,” are repealed.

Section 2. Amendment. That Chapter 2, Article IV, Division 7 of Code of Ordinances, City of Wyoming, Michigan, is amended to read as follows:

DIVISION 7
TAX EXEMPTION AND SERVICE CHARGE FOR 28WPHASEONE LIMITED
DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP HOUSING PROJECT

Sec. 2-306. Purpose.

(a) Pursuant to section 15a of the Act, MCL 125.1415a, the city may encourage the development of low and moderate income housing by providing a service charge in lieu of property taxes. The city is authorized by that statute to establish or change the service charge to be paid in lieu of taxes by classes of housing exempt from property taxation under that statute at an amount the chooses, not to exceed the taxes that would be paid.

(b) The city finds that (i) housing Low Income Persons and Families is a public necessity, (ii) the city will be benefited and improved by such housing, (iii) the encouragement of the development of such housing by providing a property tax exemption for such housing is a valid public purpose, (iv) the provisions of this ordinance for tax exemption and the service charge in lieu of taxes during the period provided by this Division are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption, and (v) development of such housing will further related public purposes such as development of the Project to enhance the downtown area of the city.

(c) The Sponsor has offered, subject to receipt of an allocation under the LIHTC Program by the Authority and a Mortgage Loan, to acquire and construct, own and operate the Project to serve Low Income Persons and Families and the Sponsor has offered to pay the city on account of the Project an annual service charge for public services in lieu of all *ad valorem* property taxes.

Sec. 2-307. Definitions.

(a) *Act* means the State Housing Development Authority Act of 1966, 1966 PA 346, 125.1401 *et seq.*

(b) *Authority* means the Michigan State Housing Development Authority.

(c) *Annual Shelter Rent* means the total collections during an agreed annual period from or paid on behalf of all occupants of the Project for rent or occupancy charges, exclusive of Utilities charges.

(d) *LIHTC Program* means the Low Income Housing Tax Credit program administered by the Authority under section 42 of the United States Internal Revenue Code of 1986, 26 USC §42.

(e) *Low Income Persons and Families* means persons and families eligible to move into a housing project.

(f) *Mortgage Loan* means a loan that is federally-aided (as defined in section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the Project.

(g) *Project* means the housing project for Low Income Persons and Families and related amenities and development located on the Project Property acquired, constructed, owned and operated by the Sponsor, subject to income and rent restrictions under the LIHTC Program and a Mortgage Loan, in accordance with the Site Concept Plan prepared by Hooker De Jong, labeled "Apartments at 28 West Place," submitted to the City by Magnus Capital Partners on March 12, 2019, subject to such changes as may be (i) required by planning, zoning, construction code and other governmental permits and approvals or (ii) approved by the City Council of the city.

(h) *Project Property* means the following described real property:

Part of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as follows: Commencing at the Northeast corner of the West 1827 feet of the Northwest 1/4; thence South along the East line of the West 1827 feet of the Northwest 1/4 to the North line of Prairie Parkway (80 feet wide); thence West 400 feet along the North line of Prairie Parkway to the point of beginning of this description; thence continuing West along the North line of Prairie Parkway to the East line of the West 827 feet of the Northwest 1/4; thence North along said East line 304 feet; thence East 620 feet parallel to the North line of Prairie Parkway; thence South 304 feet to the point of beginning.

and also:

Part of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as follows: Commencing at the Northeast corner of the West 1827 feet of the Northwest 1/4; thence South along the East line of the West 1827 feet of the Northwest 1/4, 457 feet; thence West 363 feet along the North line of the previously described overall parcel to the point of beginning of this description; thence South approximately 276 feet to a point which is 304 feet North of the North line of Prairie Parkway; thence West parallel to the North line of Prairie Parkway to the East line of the West 827 feet of the Northwest 1/4; thence North along said East line to a point 460 feet South of the North line of Section 14 and the North line of the previously described overall parcel; thence East 637 feet along said North parcel line to the point of beginning.

(i) *Sponsor* means 28WPhaseOne Limited Dividend Housing Association Limited Partnership and any entity that receives or assumes a Mortgage Loan for the Project on the Property.

(j) *Utilities* means charges for gas, electric, water, sanitary sewer and other utilities furnished to the Project or its occupants and paid by the Sponsor.

Sec. 2-308. Property Tax Exemption.

(a) Pursuant to section 15a of the Act, from the time construction of the Project begins the Project and the land on which it is located shall be exempt from *ad valorem* property taxes.

(b) This exemption shall remain in effect during the period a Mortgage Loan remains outstanding and that the Project remains subject to income and rent restrictions under the LIHTC Program, but not longer than 50 years.

Sec. 2-309. Annual Service Charge.

(a) There shall be paid to the city an annual service charge in lieu of *ad valorem* property taxes equal to 1.0% of the Annual Shelter Rent collected for the Project during each operating year.

(b) The annual service charge in lieu of taxes for each operating year of the Project shall be payable in the same manner as general property taxes are payable to the City/Township and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year. Delinquent payments will be subject to the same interest and penalties, and shall be collectible in the same manner as provided for under the City Charter, this Code of Ordinances and the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq.*).

(c) The amounts paid pursuant to this section shall be in addition to the amounts paid pursuant to any municipal services agreement between the Sponsor and the city.

Sec. 2-310. Contractual Effect of Ordinance.

(a) To the extent not otherwise prohibited by the constitution and laws of the state of Michigan, regardless of any part of subsection 15a(5) of the Act, MCL 125.1415a(5), to the contrary, a contract between the city and the Sponsor with the Authority as a third party beneficiary of the contract to provide the tax exemption and accept payments in lieu of taxes as provided in preceding sections of this division is create and effectuated by the adoption of this division of the Code of Ordinances, City of Wyoming, Michigan.

(b) The Authority and the Sponsor are relying on this adoption and continued effect of this Division to determine the Project's financial feasibility and its qualification for the LIHTC Program and Mortgage Loan. The city is relying on (i) the allocation under the LIHTC Program and the making of the Mortgage Loan for the Project, and (ii) on the acquisition, construction, ownership and operation of the Project as defined in this Division.

Section 2. Effective Date. This ordinance shall take effect on the later of 15 days after its adoption or upon its publication as required by law.

Section 3. Severability. The sections and provisions of this ordinance are severable. If any section or provision of this ordinance is determined by any court of competent jurisdiction to be unconstitutional or invalid that determination shall not affect the validity of this ordinance as a whole or any section or provision of this ordinance, other than the section or provision so declared to be unconstitutional or invalid.

Section 4. Inconsistency. To the extent permitted by law, provisions of ordinances that are inconsistent with this ordinance are repealed. If such a general repealer is ruled ineffective and any provision of this ordinance is inconsistent with any provision of any other ordinance, the provision of this ordinance shall be controlling.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2019.

Kelli A. VandenBerg,
Wyoming City Clerk

Ordinance No. 3-19

STAFF REPORT

Date: January 3, 2019
Subject: Payment in Lieu of Taxes for Apartments at 28 West
From: Scott Smith, City Attorney
Meeting Date: January 7, 2019

Recommendation:

Staff recommends approval of introduction (first reading) of Ordinance No. 3-19 entitled, "Ordinance to Amend Chapter 2, Article IV, Division 7, of the Code Of Ordinances by Repealing Sections 2-310A – 2-310E and by Amending Sections 2-306 – 2-310 to Provide for a Service Charge in Lieu of Taxes for the 28WPhaseOne Limited Dividend Housing Association Limited Partnership Housing Project."

Sustainability Criteria:

Environmental Quality – Approval of this action will allow for the redevelopment of a large, obsolete parcel, thereby affecting both the environmental and aesthetic qualities of the site.

Social Equity – Approval of this action will create affordable housing opportunities for local residents of all socio-economic levels.

Economic Strength – Approval of this action will allow for the redevelopment of an empty parcel, thereby leading to increased property values and additional support for local commercial businesses. It will also encourage further development within the corridor.

Discussion:

While in September 2018 the Council approved ordinances and municipal services agreements providing a tax exemption for the Apartments at 28 West the subsequent MSHDA process has resulted in changes in the project. Instead of two initial phases, the project will have a single initial phase combining the two. This requires amendments to or replacements of the two ordinances and two municipal services agreements. In addition, there are now legal descriptions of the property involved and MSHDA requested slight, non-substantive changes in the wording of the ordinances to comply with its preferred phrasing.

While staff recommends Council's introduction of the ordinance, final adoption, along with consideration of the revised municipal services agreement will await revisions to the project's site plan to address staff concerns.

ORDINANCE NO. 6-19

ORDINANCE TO AMEND CHAPTER 90 OF THE CITY CODE BY ADDING SECTIONS 90-416C THROUGH 90-419C TO ARTICLE 4C, BY AMENDING SECTION 90-510 IN ARTICLE 5 AND BY ADDING SECTIONS 90-511 THROUGH 90-514 TO ARTICLE 5 TO PROVIDE FOR A PUD-4 GENERAL PLANNED ZONING DISTRICT

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 4 of the Code of Ordinances, City of Wyoming, Michigan is amended by adding sections 90-416C through 40-419C to read as follows:

Sec. 90-416C Purpose

It is recognized that traditional zoning, with its segregation of uses and rigid dimensional requirements may not be suitable in all situations to best achieve the objectives of the city relative to desired land use and preservation of its resources and character. In order to permit and encourage more creative and innovative land development for the benefit of the community as a whole and in furtherance of the vision and goals of the City of Wyoming Master Plan, Planned Unit Development (PUD) may be permitted as a zoning district to achieve one of more the following purposes:

- (A) provide for flexibility in development that will result in a better project for the developer, residents and users, as well as for the city, in general;
- (B) accomplish a more desirable and sustainable residential environment than would be possible through the strict application of minimum requirements of this ordinance;
- (C) achieve economy and efficiency in the use of land, natural resources, energy and the providing of public services and utilities;
- (D) provide better housing, employment and shopping opportunities particularly suited to the needs of the residents of the city;
- (E) preserve existing natural assets, such as stands of trees, floodplain, open fields, wetlands, lakes, streams and the like;
- (F) encourage the utilization of open space and development of recreational amenities generally located within walking distance of all living units;
- (G) encourage the use of lands in ways which are most in accord with their character and adaptability;
- (H) encourage the efficient use of land by facilitating economical and suitable arrangements for buildings, streets, utilities and other land use features; and
- (I) offer a unique attribute of development not achievable under conventional zoning requirements.

Sec. 90-417C Qualifying Conditions

- (A) Location. PUD's may be located in any part of the city, except that no portion of an existing PUD-1, PUD-2, or PUD-3 zoned property is eligible to be converted to a PUD-4, subject to meeting all other applicable requirements.
- (B) PUD Purpose. The applicant shall demonstrate that the PUD will achieve three (3) or more of the purposes listed in Section 90-416C.
- (C) Size. The PUD shall comprise an area of at least three (3) acres; provided, a smaller area may be allowed when it is demonstrated to the Planning Commission that the proposed project will satisfy all other qualifying conditions of this section and the acquisition of additional contiguous land is not reasonably possible.
- (D) Residential Density. Proposed density shall conform to the requirements of Table 90-420C(2).
- (E) Housing Variety. A residential PUD shall contain a variety of housing types and/or lot sizes and/or contribute to housing needs identified in current housing needs assessments to provide for varying lifestyles, diversity, and affordability.
- (F) Utilities. The PUD shall be served by public water and sanitary sewer facilities.
- (G) Ownership and Control. The tract(s) of land for which a PUD application is submitted must be either in single ownership or the subject of an application filed collectively by all owners of the property. A PUD applicant shall submit written documentation that the owners of all property

included within the PUD have consented to the PUD application. Where property is jointly owned, the consent must be from all owners. Written documentation must include the signatures of all individuals with an ownership interest and the signature of an officer, member, general partner or other individual authorized to sign on behalf of any entity with an ownership interest. Consent may be demonstrated by signatures on the PUD application or may be in the form of a letter or other signed written documentation consenting to the application or authorizing the applicant to file it.

- (H) Recognizable Public Benefit. The PUD shall achieve recognizable and substantial benefits that may not be possible under the existing zoning classification(s). At least two (2) of the following benefits shall be accrued to the community as a result of the proposed PUD:
- (1) Preservation of significant natural features that would not be preserved under a conventional development,
 - (2) A complementary mix of land uses or housing types within the PUD,
 - (3) Preservation of common open space beyond the minimum required,
 - (4) Connectivity of preserved open space with adjacent open space, greenways or public trails,
 - (5) Connectivity of residential uses with adjacent dedicated public transit options,
 - (6) Coordinated redevelopment of multiple lots or parcels, and/or
 - (7) Removal or renovation of deteriorating and/or obsolete buildings, sites or contamination clean-up.

Sec. 90-418C Permitted Uses

Any land use, except as noted in this section, or combination of land uses may be considered for inclusion within a PUD; provided, the development standards of Section 90-419C are met. Public/quasi-public uses such as, but not limited to, churches, schools, colleges and universities, municipal buildings, and parks shall only be permitted within a PUD under the following conditions:

- (1) when developed as the principal use with other related and/or accessory uses within a contiguous, integrated, and walkable campus setting or
- (2) when included as an amenity or supplementary service to a residential or mixed-use PUD.

Sec. 90-419C Development Standards

- (A) Minimum Lot Size and Zoning Requirements. Lot area, width, setbacks, height, lot coverage, minimum floor area, parking, landscaping, lighting and other requirements for the district specified in the following table for the proposed use shall apply to all such uses within a PUD, unless modified in accordance with the provisions of Section 90-419C(C). Within a PUD, minimum buffer requirements between uses otherwise specified in this ordinance shall not apply; provided, the Planning Commission or City Council may require separation or buffering of uses as a condition of concept plan approval.

Land Use Type	Applicable Development Standards
Detached single family residential	R-2
Two family residential	R-3
Attached single family residential	R-4
Multiple family	
Commercial	B-2
Industry	I-1
Public/Quasi-public	ER

- (B) Project Scale. Based on the total area of the PUD site, the following shall be permitted:

PUD Size	Permitted Density	
	Maximum Density	Maximum w/ Density Bonus
< 5 Acres	20 du/ac*	30 du/ac^
5.1 – 35 Acres	18 du/ac*	25 du/ac^
35.1 – 100 Acres	15 du/ac*	20 du/ac^

*Max density permitted within that portion of the PUD to be occupied by residential uses, including streets, parking, and required yards; provided, a traffic study demonstrates that the adjacent City street network will continue to function at an acceptable level of service and a sewer study demonstrates the ability of city sewer and water systems to accommodate proposed density

^ Max density permitted within that portion of the PUD to be occupied by residential uses, including streets, parking, and required yards; provided, a traffic study demonstrates that the adjacent City street network will continue to function at an acceptable level of service and a sewer study demonstrates the ability of city sewer and water systems to accommodate proposed density and developer receives a density bonus from Planning Commission and City Council

(C) Modification of Minimum Requirements. Regulations applicable to a land use in the PUD District may be altered from the requirements specified in Table 90-420C(1), including the following: modification from the lot area and width, building setbacks, height, lot coverage, signs and parking. However, for any residential use, a reduction in lot size shall not result in an increase in the number of dwellings otherwise permitted by the applicable zoning district, unless the PUD is under the maximum permitted density outlined in Table 90-420C(2) or a density bonus is also granted in accordance with Subsection D below. In the absence of a density bonus, land gained by the reduction in lot sizes shall be added to the open space required within the PUD. The applicant for a PUD shall identify, in writing, all proposed deviations from the zoning district requirements. Modifications may be approved by the City Council during the preliminary development plan review stage, after Planning Commission recommendation. Adjustments to the minimum requirements may be permitted only if they will result in a higher quality and more sustainable development, consistent with the purpose of the PUD District, as expressed in Section 90-416C.

(D) Density Bonus. In addition to the modification of minimum requirements permitted in Section 90-419C (C), the City Council, after Planning Commission recommendation, may permit an increase in the total number of residential units otherwise allowed within a PUD, according to the requirements in Table 90-420C(2), where it is demonstrated that:

- (1) The appearance and construction will result in a development of high quality, as evidenced by:
 - (a) varied roof and wall lines, unique architectural features, innovative transportation amenities, extraordinary energy efficiency, etc.;
 - (b) use of more durable and aesthetically pleasing building materials and finishes (*e.g.*, stone, masonry, wood, hardi-plank, and glass rather than vinyl or aluminum siding on exterior walls; slate, copper, steel, tile or other higher grade roofing materials rather than standard asphalt, vinyl or membranes; and using composite, concrete and steel decking materials rather than treated wood); and/or
 - (c) unique transportation-related improvements (*e.g.*, artful bicycle and other 2-wheeled transportation racks, bicycle maintenance or storage facilities; parking areas that are integrated into a pathway system and landscaping).
- (2) The PUD site is within one-quarter mile of a dedicated transit route and includes a fixed transit shelter.
- (3) Amenities, beyond the minimum required open space, will be provided to create a more desirable and enjoyable living environment (*e.g.*, universally accessible playground structures, made of the durable, high quality materials that offer unique play experiences); and
- (4) At least three (3) of the following will be included within the development:
 - (a) Dedicated common open space is provided in excess of the minimum required, per Section 90-419C (E)(1).
 - (b) The PUD site is within one-quarter mile of a full-line grocery store and is accessible via sidewalks.
 - (c) One (1) or more parking structures are proposed within a mixed-use or nonresidential PUD to meet the minimum parking requirements of this ordinance.
 - (d) One (1) or more LEED-certified buildings will be constructed.
 - (e) Significant natural features will be preserved and/or substantial landscaping beyond the minimum requirements will be incorporated into the development.
 - (f) Decorative pavers, public plazas, fountains, or similar aesthetic enhancements will be incorporated into the vehicular and pedestrian circulation system.

- (g) Sustainability enhancements such as rain gardens, electric vehicle charging stations, wind energy systems, or green infrastructure are incorporated into the PUD.
 - (h) A commercial and/or office component is proposed within the PUD.
 - (i) Affordable or missing middle housing¹ will be incorporated into the residential design.
 - (j) Three (3) or more public benefits, as identified in Section 90-417C(H), will be achieved.
- (E) Common Open Space. For purposes of the PUD requirements, "common open space" is defined as an area of land or water, or a combination of land and water, designed and intended for the perpetual use and enjoyment of the users of the development and/or the general public. Common open space may contain accessory structures and improvements necessary or desirable for noncommercial educational, recreational or cultural uses. A variety of open space and recreational areas is encouraged such as: children's informal play areas in close proximity to neighborhoods or dwelling unit clusters; formal parks, picnic areas and playgrounds; pathways and trails; scenic open areas and communal, noncommercial recreation facilities; and natural conservation areas. At a minimum, the following regulations shall apply to all common open space within a PUD:
- (1) The area of common open space shall not be less than 20 percent of the total land area of a PUD containing any residential units and not less than 10 percent of the total land area in non-residential developments. Land dedicated for recreation, in accordance with Section 90-419C(E)(3), shall count toward the common open space requirement.
 - (2) The Planning Commission may reduce or waive open space requirements for PUD's on sites less than 5 acres in size upon an agreement with the City to provide funding for improving or sustaining public park amenities located within one-quarter mile of the development site. Such fees paid in lieu of land dedication shall satisfy the open space requirement.
 - (3) All common open space shown on the final development plan must be reserved or dedicated by conveyance of title to a corporation, association or other legal entity, by means of a restrictive covenant, easement or through other legal instrument. The terms of such legal instrument must include provisions guaranteeing the continued use in perpetuity of such open space for the purposes intended and for continuity of proper maintenance of those portions of the open space requiring maintenance.
 - (4) The open space shall meet the following minimum dimensions, contiguity and connectivity requirements:
 - (a) The required open space shall be centrally located: along the street frontage of the PUD to protect or enhance views; located to preserve significant natural features; adjacent to dwellings; and/or located to interconnect other open spaces throughout the development or on contiguous properties.
 - (b) Required open space areas shall be of sufficient size and dimension and located, configured, or designed in such a way as to achieve the applicable purposes of these regulations and enhance the quality of the development. The open space shall neither be perceived nor function simply as an extension of the adjacent yard of those lots abutting it.
 - (c) If the site contains a lake, stream or other body of water, the city may require that a portion of the required open space abuts the body of water.
 - (d) All required open space areas shall be configured so the open space is reasonably accessible to and usable by residents, visitors, and other users of the development. The minimum size of a required open space area shall be 15,000 square feet; provided, however, that the required open space abutting a public street may be less than 15,000 square feet; and, further provided, that the City Council, upon recommendation of the Planning Commission, may approve other open space areas of less than 15,000 square feet if these areas are designed and established as pedestrian or bicycle paths or are otherwise determined to be open space reasonably usable by residents, visitors, and other users of the development. The minimum average dimension of a required open space area shall be 100 feet.

¹ Missing Middle is a range of multi-unit or clustered housing types compatible in scale with single-family homes that help meet the growing demand for walkable urban living. These types provide diverse housing options along a spectrum of affordability, including duplexes, four-plexes, and bungalow courts, to support walkable communities, locally-serving retail, and public transportation options. Missing Middle Housing provides a solution to the mismatch between the available U.S. housing stock and shifting demographics combined with the growing demand for walkability.

- (e) Open space areas shall be linked with any adjacent open spaces, public parks, bicycle paths or pedestrian paths.
- (f) Grading in the open space shall be minimal, with the intent to preserve existing topography, trees and other natural features, where practical.
- (g) A sign, structure, or building may be erected within the required open space if it is determined to be accessory to a recreation or conservation use or an entryway. These accessory structure(s) or building(s), shall not exceed, in the aggregate, one (1) percent of the open space area. Accessory structures or uses shall not be located near the boundary of the development if they are determined by the Planning Commission to be inconsistent with the use, scale, or character of adjacent residential development. Pathways or sidewalks shall be exempt from this limitation.
- (h) The following areas shall not qualify as required common open space for the purposes of this section.
 - (i) The area within any public street right-of-way.
 - (ii) The area within private road easements.
 - (iii) The area within a subdivision lot.
 - (iv) Land within any required yard or setback area.
 - (v) Parking and loading areas.
 - (vi) Fifty percent of any easement for overhead utility lines.
 - (vii) Fifty percent of any steep slopes (12 percent or over).
 - (viii) Fifty percent of any lakes, streams, detention ponds, wetlands or floodplains that are not generally accessible within the development. Accessible shall mean that the feature is bordered by a substantial open space area, park, playground, pathway or reasonable means of access for enjoyment of all owners, visitors or others, in which case the total area may qualify as required common open space.
 - (ix) Seventy percent of the area of any golf course².
- (F) Connectivity. Pathways for bicycles and pedestrians shall be incorporated throughout the PUD and along all perimeter streets to ensure connectivity between uses and with adjacent properties. Pathways and sidewalks shall be constructed in accordance with the city design standards.
- (G) Parking. Minimum required parking ratio per residential unit is 1.3 spaces. This ratio may be decreased if the PUD has a dedicated transit line within one-quarter mile of the site and the developer provides transit supportive facilities e.g. bicycle facilities or covered bus stop. The maximum parking ratio per residential unit allowed in a PUD is 1.5 spaces. Requirements for minimum number of spaces for all non-residential uses shall be in accordance with Section 90-600(7). Modifications to the required parking minimums and maximums may be granted by Planning Commission with sufficient justification provided to support any amendments.

Section 2. That Chapter 90, Article 5, Section 90-510 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-510 Procedures for Planned Unit Developments (PUD-1, PUD-2, PUD-3)

The city has established provisions for creating planned unit developments (PUD's) in order to permit flexibility in the regulation of land development; encourage innovation in land use and variety in design, layout, and type of structures constructed; achieve economy and efficiency in the use of land, natural resources, energy and the providing of public services and utilities; encourage useful open space; and provide better housing, employment and shopping opportunities particularly suited to the needs of the residents of the city.

- (1) Objectives. The objectives of PUD's are to:
 - (a) Provide opportunities for development where potential land use conflicts make traditional zoning techniques inadequate for protection from adverse impacts;
 - (b) Preserve existing on-site natural features while allowing development at the maximum permissible density;
 - (c) Encourage the use of creative, imaginative and innovative approaches to land development; and

² Any future development of the golf course will be limited to the area not included in the required common open space.

- (d) Require the developer to utilize architectural standards, quality building materials and site amenities when deemed appropriate.
- (2) Administration. Administrative procedures are as follows:
 - (a) Preapplication consultation. Communication between the developer and city staff prior to PUD application is encouraged. The meeting is intended to ensure that the developer is aware of the community's standards and posture on PUD's. Such consultation should occur prior to any extensive outlay of funds on the part of the developer, since the meeting is intended to encourage cooperation and mutual understanding between the applicant and the city. The developer should submit a preliminary sketch plan outlining general existing site characteristics, external and proposed internal land uses, and special relationships between plan features. To obtain information, the developer shall confer with planning department staff and other appropriate department heads in connection with the application for the PUD. The planning staff will offer advice to the applicant regarding his proposal and aid in his understanding of these requirements.
 - (b) Application for PUD zoning. Following a preliminary consultation, the developer may apply for PUD rezoning. Such application must be made at least 30 days before the planning commission meeting, to allow for sufficient review and notice of affected property owners. As part of the rezoning request, the applicant shall submit 16 copies of the following:
 - 1. A drawing at a scale of at least one inch equals 100 feet, including the following:
 - a. A recent map of the site, reflecting area size and boundary line dimensions.
 - b. Existing and proposed topography of the site.
 - c. Existing floodplains, bodies of water and other unbuildable areas.
 - d. Existing and proposed land uses and their approximate locations (general physical design plan).
 - e. Any proposed public use areas, including schools, parks, recreational facilities, etc.
 - f. Calculations showing the net residential density, area distribution of land uses and expected final population of the proposed PUD.
 - 2. A written narrative containing the following:
 - a. An explanation of the general character of the proposed PUD and how it relates to general requirements of this article.
 - b. A statement indicating the need of the proposed project, along with a general schedule of development and marketing strategy, including size of housing units, estimated selling prices and rents.
 - c. An outline stating the form of ownership of designated open spaces, establishment and role of a homeowners association, and any proposed restrictive covenants, including architectural controls, if any.
 - 3. Photographs, architectural renderings or elevations of all proposed buildings other than single-family or two-family dwellings showing the general character of such development.
 - (c) Approval procedure. The approval procedure is as follows:
 - 1. The planning commission shall conduct a public hearing prior to consideration for rezoning to PUD. It shall consider all aspects of the proposed development as required with the PUD application. It may approve, approve with modifications, deny or defer for additional information the PUD application. Each subdivision or development in the PUD area must receive separate planning commission approval as per the applicable city site plan approval and subdivision control requirements.
 - 2. The city council shall act upon the PUD rezoning request in the same manner as a conventional rezoning.
 - 3. The planning commission-approved general physical design plan, written narrative and illustrations required by subsection (2)b of this section shall be filed in the planning and inspections departments to ensure that the requirements prescribed by approval of the PUD request are fulfilled.
 - (d) Changes or amendments. Minor changes or amendments to a particular PUD may be acted upon by the director of planning/community development. Changes deemed major by the director shall be referred to the planning commission.

Section 3. That Chapter 90, Article 5 of the Code of Ordinances, City of Wyoming, Michigan is amended by adding sections 90-511 through 90-514 to read as follows:

Sec. 90-511 Application Procedures for PUD-4

- (A) Pre-Application Conference. Prior to submitting a formal application, the applicant shall schedule a meeting with the city planner to discuss the zoning classification of the site, the applicable requirements and materials, the qualifying conditions, the review procedures and the proposed development concept. The city planner shall notify other appropriate staff. The purpose of this meeting is to discuss the proposed project and provide relevant information to the applicant. However, no statements or representations made at this meeting shall be construed to be a commitment or an assurance of approval on the part of the city.
- (B) Preliminary PUD Review and Rezoning. The following procedures shall be followed for the consideration of any PUD request.
- (1) Application. An application for rezoning to the PUD District shall be submitted to the city planner by the owner, owner's authorized representative or option holder of the property that is the subject of the application. The application shall be filed on a form provided for that purpose, along with a fee established by the City Council, and a concept plan and narrative containing the information specified in the following subsections. Incomplete applications will not be accepted and will not be processed or forwarded to the Planning Commission. The applicant may, at his/her sole discretion, submit a final development plan, as specified in Section 90-511(C)(3), in lieu of the concept plan; provided, all other review procedures of Section 90-511(B) shall be applicable.
- (a) Concept Plan. A preliminary concept plan shall be submitted and include the following:
- (i) Name, address, phone number and email address of the applicant
 - (ii) Name, address, phone number and email address of the professional or firm that prepared the plan
 - (iii) Legal description of the property
 - (iv) North arrow, scale and title block
 - (v) General location map
 - (vi) Existing zoning on the subject property and all abutting properties
 - (vii) Property boundary survey
 - (viii) Adjacent buildings and structures within 100 feet of the property boundaries
 - (ix) All perimeter streets abutting the property, including right-of-way width
 - (x) Existing topographic conditions (two (2) foot intervals)
 - (xi) Existing natural features (woods, ponds, streams, wetlands, slopes greater than 12 percent)
 - (xii) Approximate location of existing and proposed utilities, including a preliminary utility and drainage concept plan
 - (xiii) Proposed uses within the PUD
 - (xiv) Conceptual layout of the development illustrating the general location of interior streets, access points to abutting streets, common open spaces, areas to be developed by type of use, parking areas and easements
 - (xv) Perspective sketches or photographs of representative building types, illustrating the proposed architectural style and building materials
- (b) Project Narrative. A written statement shall also be submitted with the application, providing the following information:
- (i) Statement of how the PUD meets each of the Qualifying Conditions specified in Section 90-417C.
 - (ii) Identification of the present owners of all land within the proposed project.
 - (iii) Explanation of the proposed character of the PUD, including a summary of acreage by use, number and type of dwelling units, gross residential density, area and percent of the project to be preserved as common open space, minimum lot sizes by type of use.
 - (iv) A complete description of any requested deviations from the minimum spatial or other requirements applying to the property, in accordance with Section 90-419C(C).

- (v) An explanation of why the proposed development should be given a density bonus, if applicable, in accordance with Section 90-419C(D).
 - (vi) A general description of the proposed development schedule and anticipated phases.
 - (vii) Intended agreements, provisions and covenants to govern the use of the development, approval of building materials/architectural styles, and open space areas to be preserved.
 - (viii) A traffic impact analysis, per Section 90-504 (3), may be required, at the sole discretion of the review authority, as part of the conceptual plan submittal. Otherwise, it shall be required as part of the final site plan application.
 - (ix) A sewer impact study may be required, at the sole discretion of the review authority, as part of the conceptual plan submittal.
- (2) Planning Commission Review. Following receipt of a complete application package, the city planner will cause the application materials to be forwarded to the Planning Commission for review. After submission of a complete application and all required plans and information, the Planning Commission shall schedule and conduct a public hearing and make a recommendation to the City Council regarding the rezoning to PUD and the concept plan, as follows:
- (a) Notice of hearing. Public notice of the time, date, location and purpose of the hearing shall be provided, in accordance with the requirements of the Michigan Zoning Enabling Act.
 - (b) Public hearing. The Planning Commission shall conduct a public hearing in accordance with its rules of procedure.
 - (c) Recommendation. Following the public hearing, the commission shall recommend to council that the preliminary concept plan and PUD zoning be approved as presented, approved with supplementary conditions, or denied. The recommendation shall be based on the standards of Section 90-512.
 - (d) Project representation. The applicant or authorized representative shall be present at all meetings at which the request is to be considered. If the applicant or authorized representative is not present, the matter may be tabled.
- (3) City Council Action. Upon receiving the recommendation from the Planning Commission, council shall take final action on the request in accordance with the following:
- (a) Public hearing. Council shall conduct a public hearing, notice of which shall be provided in accordance with the requirements of the Michigan Zoning Enabling Act.
 - (b) Action. Following the public hearing, review of the PUD application and concept plan, and consideration of the Planning Commission recommendation, Council shall approve, approve with supplementary conditions, or deny the preliminary concept plan, or final plan if the applicant chooses that option, and zoning change, based on the standards of Section 90-512. In any case, council may table the matter at its discretion for further study.
 - (c) Conditions. Failure of the applicant to comply with any conditions of approval shall be considered a violation of this ordinance and subject to all applicable enforcement, remedies and penalties provided for in this ordinance.
 - (d) Project representation. The applicant or authorized representative shall be present at all meetings at which the request is to be considered. If the applicant or authorized representative is not present, the matter may be tabled.
- (C) Final PUD Review. The following procedures shall be followed for the review of the final development plan.
- (1) Timing. An application for final development plan approval shall be filed not later than 24 months after the date of approval of the concept plan and zoning change, otherwise the concept plan approval shall be considered expired. One (1) extension of up to twelve (12) months may be authorized by the city planner for reason/cause. The applicant shall submit the request for extension in writing, prior to the expiration of the original approval period, to the city planner who shall make a written determination regarding the decision to extend or deny the extension. Both the request and the determination shall be made part of the record.

- (2) Pre-application Conference. Prior to submitting a formal application, the applicant shall schedule a meeting with the city planner to discuss the applicable requirements and materials, compliance with conditions that may have been imposed as part of the concept plan approval, review procedures, and conformance of the final development plan with the approved concept plan. The city planner shall notify other staff, as applicable. The purpose of this meeting is to discuss the proposed project and provide relevant information to the applicant. However, no statements or representations made at this meeting shall be construed to be a commitment or an assurance of approval on the part of the city.
- (3) Application. An application for approval of the final development plan shall be submitted to the city planner by the property owner or owner's authorized representative. The application shall be filed on a form provided for that purpose, along with a fee established by the City Council, including a final development plan and narrative containing the information specified in the following subsections. Incomplete applications will not be accepted and will not be processed or forwarded to the Planning Commission.
 - (a) Final Plan. A final development plan, substantially consistent with the approved preliminary concept plan and containing all information required in Section 90-504 (site plan), shall be submitted with the required application form. If required, a plat may be submitted concurrently in accordance with the subdivision requirements of this ordinance.
 - (b) Project Narrative. A project narrative shall also accompany the application and final development plan and provide the following:
 - (i) Proposed covenants and/or deed restrictions governing the use, design, maintenance, ownership, and control of development and common areas;
 - (ii) Identification of the entity responsible for maintenance of common areas;
 - (iii) Description of all deviations from the otherwise applicable zoning requirements;
 - (iv) Net and gross density of any residential component of the project;
 - (v) Open space calculations, identifying the gross acreage and percent of lands to be preserved as common open space, including calculations by phase of the development, if applicable.
 - (vi) Restrictions or requirements regarding architectural style and/or building materials;
 - (vii) Improvements that would be the responsibility of the developer such as construction of roads, parks, utilities, pathways, sidewalks and similar elements; and
 - (viii) An anticipated development schedule by phase, if applicable.
- (4) Private Covenants and Restrictions.
 - (a) Covenants and restrictions for the property within any PUD district are required and must be recorded with the Kent County Register of Deeds prior to the approval of a plat or issuance of a building permit. These restrictions shall run with the land to ensure that, if subdivided or developed in phases, the covenants and restrictions shall still be enforced.
 - (b) Covenants and restrictions shall:
 - (i) Be based on the conditions attached to the approved PUD application;
 - (ii) Subject each owner or person taking title to land located within the development to the terms and conditions of the covenants and restrictions as well as any other applicable regulations;
 - (iii) Provide for the ownership, development, management, and maintenance of any private open space, private community parking facilities, private community meeting spaces, or other common areas, as required by Section 90-419C(E); and
 - (iv) Establish a condominium association, homeowner's association, or other entity that can ensure sufficient funding is provided by owners or occupants of the property in the PUD to maintain all private roads and other private infrastructure, signage, sidewalks, pathways, parking areas, green spaces, recreational facilities, community buildings, pools and other amenities within the development. The documentation shall be in a form acceptable to the City Planner, City Manager and City Attorney.

- (5) Phased Projects. If a proposed PUD is to be constructed in two (2) or more phases, final site plan approval may be granted for individual phases; provided, a complete plan for the entire development was first given concept plan approval and that each subsequent phase shall be submitted for final site plan approval and is consistent with the approved concept plan. The Planning Commission may require additional information beyond what is otherwise required if, in its judgment, more detailed information is necessary due to the size of the development; number of phases proposed; or the interrelationship of roads, utilities or drainage systems within the total site.
- (6) Planning Commission Action. Following receipt of a complete application package, the city planner shall cause the application materials to be forwarded to the Planning Commission for review. Following submission of a complete application and all required plans and information, the Planning Commission shall consider the application and take action to approve, approve with conditions, disapprove or table the final site plan, based on the review standards of Section 90-512 and the site plan standards of Section 90-505. The applicant or authorized representative shall be present at all meetings at which the request is to be considered. If the applicant or authorized representative is not present, the matter may be tabled.
- (7) Performance Guarantee. In conjunction with the approval of a final development plan, the petitioner may be required to provide a performance guarantee for all public and common improvements, in accordance with Section 90-504(2). The City Council may require such financial assurance or the requirement to provide such financial assurance as a condition of approval of the rezoning or overall development plan for the subject site.
 - (a) The performance guarantee shall address (i) the time(s) for starting and completing the construction and installation of public and common improvements, especially in relationship to issuance of construction and occupancy permits for dwelling, commercial and other units within the PUD; (ii) provide one or more assurances for funding the costs of constructing and installing those public and common improvements; and (iii) provide funding for the costs of operating, maintaining, repairing, and, as may be needed to comply with applicable legal requirements, replacing or improving those public and common improvements.
 - (b) The performance guarantee may include one or more of a variety of instruments, documents and methods which shall be in a form and substance acceptable to the City Engineer, City Planner, City Attorney and City Manager. The performance guarantee may include one or a combination of such approaches as, for example and not for limitation, the following, provided that together result in meeting the requirements in subsection A.
 - (i) An enforceable agreement or enforceable covenants and restrictions recorded with the Kent County Register of Deeds, that no construction or occupancy permit(s) will be issued for certain components of the development until certain public or common improvements are completed.
 - (ii) Performance or surety bonds, payment bonds, letters of credit, escrowed funds, or other financial assurances that the City or PUD residents or property owners can access to ensure completion of the public or common improvements.
 - (iii) Provisions for condominium, homeowners', unit owners' or other association with the ability to levy and collect dues, assessments or other fees sufficient to fund the costs of operating, maintaining, repairing, and, as may be needed to comply with applicable legal requirements, replacing or improving those public and common improvements.
 - (c) It is the intent of this requirement to ensure the public and common area improvements are (i) properly constructed and installed, and (ii) properly operated, maintained, repaired, and, as may be needed to comply with applicable legal requirements, replaced or improved without costs to the City or other governmental entities and without inappropriate or unfairly apportioned costs among the owners and occupants of property within the PUD.
 - (d) Whether or not the performance guarantee proposed by the PUD applicant (a) meets the requirements of this section and (b) results in the appropriate and fair apportioning of

costs will be determined by City Council based on the recommendation of the Planning Commission, City Engineer, City Planner, City Attorney and City Manager.

- (8) Expiration. Approval of the final site plan by the Planning Commission shall expire 12 months after the date of that approval, unless substantial construction has been commenced and is continuing. An extension of up to 12 additional months may be granted, in accordance with the requirements of Section 90-503 (7).

Sec. 90-512 Review Standards

In considering a PUD request, the Planning Commission and/or City Council, as applicable, shall find that the proposed development meets all applicable requirements, as well as the following general standards:

- (A) PUD Purpose. The proposed development shall be consistent with the stated Purpose of this district, as found in Section 90-416C.
- (B) Qualifying Conditions. The proposed development shall satisfy each of the Qualifying Conditions, as stated in Section 90-417C.
- (C) Master Plan. The PUD shall be consistent with the recommended future land use patterns, goals, and relevant recommendations contained in the City of Wyoming Master Plan.
- (D) Surrounding Uses. The development shall be compatible with the existing and intended uses surrounding the subject property.
- (E) Natural Environment. The design and layout of the PUD shall be harmonious with the natural character of the site and surrounding area and shall employ best management practices to ensure their conservation.
- (F) Public Facilities and Services. The proposed development shall not place undue burden on the capacity of public facilities and services such as, but not limited to, roads, fire and police protection, water, sanitary sewer service and drainage.
- (G) Health, Safety, and Welfare. The PUD shall not contain uses or conditions of use that may be unduly injurious to the public health, safety or welfare.
- (H) Consistent with All Standards and Requirements. The proposed development shall conform to all applicable requirements of this ordinance, unless specifically modified and approved, as authorized by Section 90-419C(C).
- (I) Final Site Plan. The final site plan is substantially consistent with the representations made and plans shown during the prior preliminary concept plan stage of approval.
- (J) Recognizable and Substantial Benefits. Approval of the PUD will result in a recognizable and substantial benefit to the users of the project and to the community which would not otherwise be feasible or achievable under conventional zoning districts. The development shall provide two (2) or more of the benefits specified in Section 90-417C(H).

Sec. 90-513 Changes to an Approved PUD

Changes to an approved final development plan shall be permitted only under the following circumstances:

- (A) The holder of an approved final development plan shall notify the city planner of any proposed change to the approved plan.
- (B) Minor changes may be approved by the city planner upon determining that the proposed revision(s) will not alter the basic design, nor any specified conditions or commitments imposed as part of the original approval. Minor changes shall include the following:
 - (1) Reduction in building size or increase in building size up to five (5) percent of the total approved floor area;
 - (2) Movement of a building or other structure by no more than 10 feet;
 - (3) Replacement of plant material specified in the landscape plan with comparable materials of an equal or greater size;
 - (4) Changes in building materials to a comparable or higher quality;
 - (5) Internal changes in floor plans which do not alter the character or intensity of the use;
 - (6) Changes in parking layout that do not alter the number of spaces by more than five (5) percent of the total spaces within the parking area and do not change the location of driveways or roads providing access to the parking area; and
 - (7) Changes required or requested by a county, state or federal regulatory agency in order to conform to other laws or regulations.
- (C) A proposed change to an approved final development plan that is determined by the city planner to not be a minor change shall be considered a major change and amendment to the approved final development plan and shall be submitted and reviewed in accordance with the procedures

established for the final development plan. When, in the judgment of the City Planner, City Engineer, and the City Attorney, the proposed change is a substantial deviation from the approved preliminary concept plan, the change shall be reviewed as a new application, in accordance with the provisions of Sections 90-511(B) and 90-511(C); provided, public hearings shall not be required, but may be conducted at the discretion of the Planning Commission and/or the City Council.

Sec. 90-514 Existing PUDs

Within the city, there are existing PUD's identified on the zoning map as "PUD-1, -2, and -3". These developments shall be exempt from the requirements of this article to the extent that they conform to the prior approved development plans for each respective project. However, any expansion, alteration or modification of the existing approved developments that constitutes a major change, as defined in Section 90-513, shall be subject to the procedural requirements of Section 90-513(C).

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

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 6-19

February 26, 2019

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendments to revise Procedures for Planned Unit Developments and create a new general PUD District (Section 90-510 and Article 4C)

Recommendation: To approve the subject Zoning Ordinance amendment.

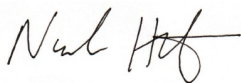
Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on February 19, 2019. A motion was made by Hegyi, supported by Arnoys, to recommend to the City Council adoption of the recommended revised *Procedures for Planned Unit Developments (Section 90-510)* and *new general PUD District (Article 4C)* Zoning Ordinance text amendments. The motion passed unanimously following discussion. A detailed review of the request is available in the attached Planning Commission minutes and PowerPoint slides. Following please find some general information.

The City of Wyoming has three PUD districts allowed per the Zoning Code. Each district was adopted to serve a specific and unique development (e.g. Metro Health PUD and Bayberry PUD). While this approach has historically worked for Wyoming, as the city continues to grow and experience more infill development, a General PUD provides for an innovative tool to help staff and developers adapt to the complexities of re-development. The flexibility provided in the ordinance for smaller PUDs, is critical as Wyoming trends towards greater infill developments. Staff is proposing a new General PUD district that is not specific to any particular site but instead can be applied to qualifying sites.

The proposed text amendment is attached.

Respectfully submitted,



Nicole Hofert, City Planner
Department of Community Services

Cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

PUD-4 General Planned District

Sec. 90-416C Purpose

It is recognized that traditional zoning, with its segregation of uses and rigid dimensional requirements may not be suitable in all situations to best achieve the objectives of the city relative to desired land use and preservation of its resources and character. In order to permit and encourage more creative and innovative land development for the benefit of the community as a whole and in furtherance of the vision and goals of the City of Wyoming Master Plan, Planned Unit Development (PUD) may be permitted as a zoning district to achieve one or more of the following purposes:

- (A) provide for flexibility in development that will result in a better project for the developer, residents and users, as well as for the city, in general;
- (B) accomplish a more desirable and sustainable residential environment than would be possible through the strict application of minimum requirements of this ordinance;
- (C) achieve economy and efficiency in the use of land, natural resources, energy and the providing of public services and utilities;
- (D) provide better housing, employment and shopping opportunities particularly suited to the needs of the residents of the city;
- (E) preserve existing natural assets, such as stands of trees, floodplain, open fields, wetlands, lakes, streams and the like;
- (F) encourage the utilization of open space and development of recreational amenities generally located within walking distance of all living units;
- (G) encourage the use of lands in ways which are most in accord with their character and adaptability;
- (H) encourage the efficient use of land by facilitating economical and suitable arrangements for buildings, streets, utilities and other land use features; and
- (I) offer a unique attribute of development not achievable under conventional zoning requirements.

Sec. 90-417C Qualifying Conditions

- (A) Location. PUD's may be located in any part of the city, subject to meeting all other applicable requirements.
- (B) PUD Purpose. The applicant shall demonstrate that the PUD will achieve three (3) or more of the purposes listed in Section 90-416C.
- (C) Size. The PUD shall comprise an area of at least three (3) acres; provided, a smaller area may be allowed when it is demonstrated to the Planning Commission that the proposed project will satisfy all other qualifying conditions of this section and the acquisition of additional contiguous land is not reasonably possible.
- (D) Residential Density. Proposed density shall conform to the requirements of Table 90-420C(2).
- (E) Housing Variety. A residential PUD shall contain a variety of housing types and/or lot sizes and/or contribute to housing needs identified in current housing needs assessments to provide for varying lifestyles, diversity, and affordability.
- (F) Utilities. The PUD shall be served by public water and sanitary sewer facilities.
- (G) Ownership and Control. The tract(s) of land for which a PUD application is submitted must be either in single ownership or the subject of an application filed collectively by all owners of the

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review • Site Plans • Special Land Uses • Condominiums • PUDs	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

Article 4C – PUD-4 Zoning District
CITY OF WYOMING ZONING ORDINANCE

property. A PUD applicant shall submit written documentation that the owners of all property included within the PUD have consented to the PUD application. Where property is jointly owned, the consent must be from all owners. Written documentation must include the signatures of all individuals with an ownership interest and the signature of an officer, member, general partner or other individual authorized to sign on behalf of any entity with an ownership interest. Consent may be demonstrated by signatures on the PUD application or may be in the form of a letter or other signed written documentation consenting to the application or authorizing the applicant to file it.

- (H) Recognizable Public Benefit. The PUD shall achieve recognizable and substantial benefits that may not be possible under the existing zoning classification(s). At least two (2) of the following benefits shall be accrued to the community as a result of the proposed PUD:
- (1) Preservation of significant natural features that would not be preserved under a conventional development,
 - (2) A complementary mix of land uses or housing types within the PUD,
 - (3) Preservation of common open space beyond the minimum required,
 - (4) Connectivity of preserved open space with adjacent open space, greenways or public trails,
 - (5) Connectivity of residential uses with adjacent dedicated public transit options,
 - (6) Coordinated redevelopment of multiple lots or parcels, and/or
 - (7) Removal or renovation of deteriorating and/or obsolete buildings, sites or contamination clean-up.

Sec. 90-418C Permitted Uses

Any land use, except as noted in this section, or combination of land uses may be considered for inclusion within a PUD; provided, the development standards of Section 90-419C are met. Public/quasi-public uses such as, but not limited to, churches, schools, colleges and universities, municipal buildings, and parks shall only be permitted within a PUD under the following conditions:

- (1) when developed as the principal use with other related and/or accessory uses within a contiguous, integrated, and walkable campus setting or
- (2) when included as an amenity or supplementary service to a residential or mixed-use PUD.

Sec. 90-419C Development Standards

(A) Minimum Lot Size and Zoning Requirements. Lot area, width, setbacks, height, lot coverage, minimum floor area, parking, landscaping, lighting and other requirements for the district specified in the following table for the proposed use shall apply to all such uses within a PUD, unless modified in accordance with the provisions of Section 90-419C(C). Within a PUD, minimum buffer requirements between uses otherwise specified in this ordinance shall not apply; provided, the Planning Commission or City Council may require separation or buffering of uses as a condition of concept plan approval.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

**Article 4C – PUD-4 Zoning District
CITY OF WYOMING ZONING ORDINANCE**

Land Use Type	Applicable Development Standards
Detached single family residential	R-2
Two family residential	R-3
Attached single family residential	R-4
Multiple family	
Commercial	B-2
Industry	I-1
Public/Quasi-public	ER

(B) Project Scale. Based on the total area of the PUD site, the following shall be permitted:

PUD Size	Permitted Density	
	Maximum Density	Maximum w/ Density Bonus
< 5 Acres	20 du/ac*	30 du/ac^
5.1 – 35 Acres	18 du/ac*	25 du/ac^
35.1 – 100 Acres	15 du/ac*	20 du/ac^

*Max density permitted within that portion of the PUD to be occupied by residential uses, including streets, parking, and required yards; provided, a traffic study demonstrates that the adjacent City street network will continue to function at an acceptable level of service and a sewer study demonstrates the ability of city sewer and water systems to accommodate proposed density

^ Max density permitted within that portion of the PUD to be occupied by residential uses, including streets, parking, and required yards; provided, a traffic study demonstrates that the adjacent City street network will continue to function at an acceptable level of service and a sewer study demonstrates the ability of city sewer and water systems to accommodate proposed density and developer receives a density bonus from Planning Commission and City Council

(C) Modification of Minimum Requirements. Regulations applicable to a land use in the PUD District may be altered from the requirements specified in Table 90-420C(1), including the following: modification from the lot area and width, building setbacks, height, lot coverage, signs and parking. However, for any residential use, a reduction in lot size shall not result in an increase in the number of dwellings otherwise permitted by the applicable zoning district, unless the PUD is under the maximum permitted density outlined in Table 90-420C(2) or a density bonus is also granted in accordance with Subsection D below. In the absence of a density bonus, land gained by the reduction in lot sizes shall be added to the open space required within the PUD. The applicant for a PUD shall identify, in writing, all proposed deviations from the zoning district requirements. Modifications may be approved by the City Council during the preliminary development plan review stage, after Planning Commission recommendation. Adjustments to the minimum

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

Article 4C – PUD-4 Zoning District
CITY OF WYOMING ZONING ORDINANCE

requirements may be permitted only if they will result in a higher quality and more sustainable development, consistent with the purpose of the PUD District, as expressed in Section 90-416C.

(D) Density Bonus. In addition to the modification of minimum requirements permitted in Section 90-419C (C), the City Council, after Planning Commission recommendation, may permit an increase in the total number of residential units otherwise allowed within a PUD, according to the requirements in Table 90-420C(2), where it is demonstrated that:

- (1) The appearance and construction will result in a development of high quality, as evidenced by:
 - (a) varied roof and wall lines, unique architectural features, innovative transportation amenities, extraordinary energy efficiency, etc.;
 - (b) use of more durable and aesthetically pleasing building materials and finishes (e.g., stone, masonry, wood, hardi-plank, and glass rather than vinyl or aluminum siding on exterior walls; slate, copper, steel, tile or other higher grade roofing materials rather than standard asphalt, vinyl or membranes; and using composite, concrete and steel decking materials rather than treated wood); and/or
 - (c) unique transportation-related improvements (e.g., artful bicycle and other 2-wheeled transportation racks, bicycle maintenance or storage facilities; parking areas that are integrated into a pathway system and landscaping).
- (2) The PUD site is within one-quarter mile of a dedicated transit route and includes a fixed transit shelter.
- (3) Amenities, beyond the minimum required open space, will be provided to create a more desirable and enjoyable living environment (e.g., universally accessible playground structures, made of the durable, high quality materials that offer unique play experiences); and
- (4) At least three (3) of the following will be included within the development:
 - (a) Dedicated common open space is provided in excess of the minimum required, per Section 90-419C (E)(1).
 - (b) The PUD site is within one-quarter mile of a full-line grocery store and is accessible via sidewalks.
 - (c) One (1) or more parking structures are proposed within a mixed-use or nonresidential PUD to meet the minimum parking requirements of this ordinance.
 - (d) One (1) or more LEED-certified buildings will be constructed.
 - (e) Significant natural features will be preserved and/or substantial landscaping beyond the minimum requirements will be incorporated into the development.
 - (f) Decorative pavers, public plazas, fountains, or similar aesthetic enhancements will be incorporated into the vehicular and pedestrian circulation system.
 - (g) Sustainability enhancements such as rain gardens, electric vehicle charging stations, wind energy systems, or green infrastructure are incorporated into the PUD.
 - (h) A commercial and/or office component is proposed within the PUD.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 		
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code	
Use Table	Zoning Map					

Article 4C – PUD-4 Zoning District
CITY OF WYOMING ZONING ORDINANCE

- (i) Affordable or missing middle housing¹ will be incorporated into the residential design.
 - (j) Three (3) or more public benefits, as identified in Section 90-417C(H), will be achieved.
- (E) Common Open Space. For purposes of the PUD requirements, "common open space" is defined as an area of land or water, or a combination of land and water, designed and intended for the perpetual use and enjoyment of the users of the development and/or the general public. Common open space may contain accessory structures and improvements necessary or desirable for noncommercial educational, recreational or cultural uses. A variety of open space and recreational areas is encouraged such as: children's informal play areas in close proximity to neighborhoods or dwelling unit clusters; formal parks, picnic areas and playgrounds; pathways and trails; scenic open areas and communal, noncommercial recreation facilities; and natural conservation areas. At a minimum, the following regulations shall apply to all common open space within a PUD:
- (1) The area of common open space shall not be less than 20 percent of the total land area of a PUD containing any residential units and not less than 10 percent of the total land area in non-residential developments. Land dedicated for recreation, in accordance with Section 90-419C(E)(3), shall count toward the common open space requirement.
 - (2) The Planning Commission may reduce or waive open space requirements for PUD's on sites less than 5 acres in size upon an agreement with the City to provide funding for improving or sustaining public park amenities located within one-quarter mile of the development site. Such fees paid in lieu of land dedication shall satisfy the open space requirement.
 - (3) All common open space shown on the final development plan must be reserved or dedicated by conveyance of title to a corporation, association or other legal entity, by means of a restrictive covenant, easement or through other legal instrument. The terms of such legal instrument must include provisions guaranteeing the continued use in perpetuity of such open space for the purposes intended and for continuity of proper maintenance of those portions of the open space requiring maintenance.
 - (4) The open space shall meet the following minimum dimensions, contiguity and connectivity requirements:
 - (a) The required open space shall be centrally located: along the street frontage of the PUD to protect or enhance views; located to preserve significant natural features; adjacent to dwellings; and/or located to interconnect other open spaces throughout the development or on contiguous properties.
 - (b) Required open space areas shall be of sufficient size and dimension and located, configured, or designed in such a way as to achieve the applicable purposes of these

¹ Missing Middle is a range of multi-unit or clustered housing types compatible in scale with single-family homes that help meet the growing demand for walkable urban living. These types provide diverse housing options along a spectrum of affordability, including duplexes, fourplexes, and bungalow courts, to support walkable communities, locally-serving retail, and public transportation options. Missing Middle Housing provides a solution to the mismatch between the available U.S. housing stock and shifting demographics combined with the growing demand for walkability.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

Article 4C – PUD-4 Zoning District
CITY OF WYOMING ZONING ORDINANCE

regulations and enhance the quality of the development. The open space shall neither be perceived nor function simply as an extension of the adjacent yard of those lots abutting it.

- (c) If the site contains a lake, stream or other body of water, the city may require that a portion of the required open space abuts the body of water.
- (d) All required open space areas shall be configured so the open space is reasonably accessible to and usable by residents, visitors, and other users of the development. The minimum size of a required open space area shall be 15,000 square feet; provided, however, that the required open space abutting a public street may be less than 15,000 square feet; and, further provided, that the City Council, upon recommendation of the Planning Commission, may approve other open space areas of less than 15,000 square feet if these areas are designed and established as pedestrian or bicycle paths or are otherwise determined to be open space reasonably usable by residents, visitors, and other users of the development. The minimum average dimension of a required open space area shall be 100 feet.
- (e) Open space areas shall be linked with any adjacent open spaces, public parks, bicycle paths or pedestrian paths.
- (f) Grading in the open space shall be minimal, with the intent to preserve existing topography, trees and other natural features, where practical.
- (g) A sign, structure, or building may be erected within the required open space if it is determined to be accessory to a recreation or conservation use or an entryway. These accessory structure(s) or building(s), shall not exceed, in the aggregate, one (1) percent of the open space area. Accessory structures or uses shall not be located near the boundary of the development if they are determined by the Planning Commission to be inconsistent with the use, scale, or character of adjacent residential development. Pathways or sidewalks shall be exempt from this limitation.
- (h) The following areas shall not qualify as required common open space for the purposes of this section.
 - (i). The area within any public street right-of-way.
 - (ii). The area within private road easements.
 - (iii). The area within a subdivision lot.
 - (iv). Land within any required yard or setback area.
 - (v). Parking and loading areas.
 - (vi). Fifty percent of any easement for overhead utility lines.
 - (vii). Fifty percent of any steep slopes (12 percent or over).
 - (viii). Fifty percent of any lakes, streams, detention ponds, wetlands or floodplains that are not generally accessible within the development. Accessible shall mean that the feature is bordered by a substantial open space area, park, playground, pathway or reasonable means of access for enjoyment of all owners, visitors or others, in which case the total area may qualify as required common open space.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

Article 4C – PUD-4 Zoning District
CITY OF WYOMING ZONING ORDINANCE

(ix). Seventy percent of the area of any golf course².

- (F) Connectivity. Pathways for bicycles and pedestrians shall be incorporated throughout the PUD and along all perimeter streets to ensure connectivity between uses and with adjacent properties. Pathways and sidewalks shall be constructed in accordance with the city design standards.
- (G) Parking. Minimum required parking ratio per residential unit is 1.3 spaces. This ratio may be decreased if the PUD has a dedicated transit line within one-quarter mile of the site and the developer provides transit supportive facilities e.g. bicycle facilities or covered bus stop. The maximum parking ratio per residential unit allowed in a PUD is 1.5 spaces. Requirements for minimum number of spaces for all non-residential uses shall be in accordance with Section 90-600(7). Modifications to the required parking minimums and maximums may be granted by Planning Commission with sufficient justification provided to support any amendments.

² Any future development of the golf course will be limited to the area not included in the required common open space.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

Sec. 90-510 PROCEDURES FOR PLANNED UNIT DEVELOPMENTS (PUD-1, PUD-2, PUD-3)

The city has established provisions for creating planned unit developments (PUD's) in order to permit flexibility in the regulation of land development; encourage innovation in land use and variety in design, layout, and type of structures constructed; achieve economy and efficiency in the use of land, natural resources, energy and the providing of public services and utilities; encourage useful open space; and provide better housing, employment and shopping opportunities particularly suited to the needs of the residents of the city.

- (1) Objectives. The objectives of PUD's are to:
 - (a) Provide opportunities for development where potential land use conflicts make traditional zoning techniques inadequate for protection from adverse impacts;
 - (b) Preserve existing on-site natural features while allowing development at the maximum permissible density;
 - (c) Encourage the use of creative, imaginative and innovative approaches to land development; and
 - (d) Require the developer to utilize architectural standards, quality building materials and site amenities when deemed appropriate.

- (2) Administration. Administrative procedures are as follows:
 - (a) Preapplication consultation. Communication between the developer and city staff prior to PUD application is encouraged. The meeting is intended to ensure that the developer is aware of the community's standards and posture on PUD's. Such consultation should occur prior to any extensive outlay of funds on the part of the developer, since the meeting is intended to encourage cooperation and mutual understanding between the applicant and the city. The developer should submit a preliminary sketch plan outlining general existing site characteristics, external and proposed internal land uses, and special relationships between plan features. To obtain information, the developer shall confer with planning department staff and other appropriate department heads in connection with the application for the PUD. The planning staff will offer advice to the applicant regarding his proposal and aid in his understanding of these requirements.
 - (b) Application for PUD zoning. Following a preliminary consultation, the developer may apply for PUD rezoning. Such application must be made at least 30 days before the planning commission meeting, to allow for sufficient review and notice of affected

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

**Article 5 – DEVELOPMENT REVIEW
CITY OF WYOMING ZONING ORDINANCE**

property owners. As part of the rezoning request, the applicant shall submit 16 copies of the following:

1. A drawing at a scale of at least one inch equals 100 feet, including the following:
 - a. A recent map of the site, reflecting area size and boundary line dimensions.
 - b. Existing and proposed topography of the site.
 - c. Existing floodplains, bodies of water and other unbuildable areas.
 - d. Existing and proposed land uses and their approximate locations (general physical design plan).
 - e. Any proposed public use areas, including schools, parks, recreational facilities, etc.
 - f. Calculations showing the net residential density, area distribution of land uses and expected final population of the proposed PUD.

2. A written narrative containing the following:
 - a. An explanation of the general character of the proposed PUD and how it relates to general requirements of this article.
 - b. A statement indicating the need of the proposed project, along with a general schedule of development and marketing strategy, including size of housing units, estimated selling prices and rents.
 - c. An outline stating the form of ownership of designated open spaces, establishment and role of a homeowners association, and any proposed restrictive covenants, including architectural controls, if any.

3. Photographs, architectural renderings or elevations of all proposed buildings other than single-family or two-family dwellings showing the general character of such development.

(c) Approval procedure. The approval procedure is as follows:

1. The planning commission shall conduct a public hearing prior to consideration for rezoning to PUD. It shall consider all aspects of the proposed development as required with the PUD application. It may approve, approve with modifications, deny or defer for additional information the PUD application. Each subdivision

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

**Article 5 – DEVELOPMENT REVIEW
CITY OF WYOMING ZONING ORDINANCE**

or development in the PUD area must receive separate planning commission approval as per the applicable city site plan approval and subdivision control requirements.

2. The city council shall act upon the PUD rezoning request in the same manner as a conventional rezoning.
 3. The planning commission-approved general physical design plan, written narrative and illustrations required by subsection (2)b of this section shall be filed in the planning and inspections departments to ensure that the requirements prescribed by approval of the PUD request are fulfilled.
- (d) Changes or amendments. Minor changes or amendments to a particular PUD may be acted upon by the director of planning/community development. Changes deemed major by the director shall be referred to the planning commission.

Sec. 90-511 Application Procedures for PUD-4

- (A) Pre-Application Conference. Prior to submitting a formal application, the applicant shall schedule a meeting with the city planner to discuss the zoning classification of the site, the applicable requirements and materials, the qualifying conditions, the review procedures and the proposed development concept. The city planner shall notify other appropriate staff. The purpose of this meeting is to discuss the proposed project and provide relevant information to the applicant. However, no statements or representations made at this meeting shall be construed to be a commitment or an assurance of approval on the part of the city.
- (B) Preliminary PUD Review and Rezoning. The following procedures shall be followed for the consideration of any PUD request.
- (1) Application. An application for rezoning to the PUD District shall be submitted to the city planner by the owner, owner’s authorized representative or option holder of the property that is the subject of the application. The application shall be filed on a form provided for that purpose, along with a fee established by the City Council, and a concept plan and narrative containing the information specified in the following subsections. Incomplete applications will not be accepted and will not be processed or forwarded to the Planning Commission. The applicant may, at his/her sole discretion, submit a final development plan, as specified in Section 90-511(C)(3), in lieu of the concept plan; provided, all other review procedures of Section 90-511(B) shall be applicable.
 - (a) Concept Plan. A preliminary concept plan shall be submitted and include the following:
 - (i) Name, address, phone number and email address of the applicant
 - (ii) Name, address, phone number and email address of the professional or firm that prepared the plan
 - (iii) Legal description of the property
 - (iv) North arrow, scale and title block
 - (v) General location map

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<small>• Site Plans • Special Land Uses • Condominiums • PUDs</small>
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

**Article 5 – DEVELOPMENT REVIEW
CITY OF WYOMING ZONING ORDINANCE**

- (vi) Existing zoning on the subject property and all abutting properties
 - (vii) Property boundary survey
 - (viii) Adjacent buildings and structures within 100 feet of the property boundaries
 - (ix) All perimeter streets abutting the property, including right-of-way width
 - (x) Existing topographic conditions (two (2) foot intervals)
 - (xi) Existing natural features (woods, ponds, streams, wetlands, slopes greater than 12 percent)
 - (xii) Approximate location of existing and proposed utilities, including a preliminary utility and drainage concept plan
 - (xiii) Proposed uses within the PUD
 - (xiv) Conceptual layout of the development illustrating the general location of interior streets, access points to abutting streets, common open spaces, areas to be developed by type of use, parking areas and easements
 - (xv) Perspective sketches or photographs of representative building types, illustrating the proposed architectural style and building materials
- (b) Project Narrative. A written statement shall also be submitted with the application, providing the following information:
- (i) Statement of how the PUD meets each of the Qualifying Conditions specified in Section 90-417C.
 - (ii) Identification of the present owners of all land within the proposed project.
 - (iii) Explanation of the proposed character of the PUD, including a summary of acreage by use, number and type of dwelling units, gross residential density, area and percent of the project to be preserved as common open space, minimum lot sizes by type of use.
 - (iv) A complete description of any requested deviations from the minimum spatial or other requirements applying to the property, in accordance with Section 90-419C(C).
 - (v) An explanation of why the proposed development should be given a density bonus, if applicable, in accordance with Section 90-419C(D).
 - (vi) A general description of the proposed development schedule and anticipated phases.
 - (vii) Intended agreements, provisions and covenants to govern the use of the development, approval of building materials/architectural styles, and open space areas to be preserved.
 - (viii) A traffic impact analysis, per Section 90-504 (3), may be required, at the sole discretion of the review authority, as part of the conceptual plan submittal. Otherwise, it shall be required as part of the final site plan application.
 - (ix) A sewer impact study may be required, at the sole discretion of the review authority, as part of the conceptual plan submittal.

(2) Planning Commission Review. Following receipt of a complete application package, the city planner will cause the application materials to be forwarded to the Planning Commission for review. After submission of a complete application and all required plans and information, the Planning Commission shall schedule and conduct a public hearing and make a

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

**Article 5 – DEVELOPMENT REVIEW
CITY OF WYOMING ZONING ORDINANCE**

recommendation to the City Council regarding the rezoning to PUD and the concept plan, as follows:

- (a) Notice of hearing. Public notice of the time, date, location and purpose of the hearing shall be provided, in accordance with the requirements of the Michigan Zoning Enabling Act.
 - (b) Public hearing. The Planning Commission shall conduct a public hearing in accordance with its rules of procedure.
 - (c) Recommendation. Following the public hearing, the commission shall recommend to council that the preliminary concept plan and PUD zoning be approved as presented, approved with supplementary conditions, or denied. The recommendation shall be based on the standards of Section 90-512.
 - (d) Project representation. The applicant or authorized representative shall be present at all meetings at which the request is to be considered. If the applicant or authorized representative is not present, the matter may be tabled.
- (3) City Council Action. Upon receiving the recommendation from the Planning Commission, council shall take final action on the request in accordance with the following:
- (a) Public hearing. Council shall conduct a public hearing, notice of which shall be provided in accordance with the requirements of the Michigan Zoning Enabling Act.
 - (b) Action. Following the public hearing, review of the PUD application and concept plan, and consideration of the Planning Commission recommendation, Council shall approve, approve with supplementary conditions, or deny the preliminary concept plan, or final plan if the applicant chooses that option, and zoning change, based on the standards of Section 90-512. In any case, council may table the matter at its discretion for further study.
 - (c) Conditions. Failure of the applicant to comply with any conditions of approval shall be considered a violation of this ordinance and subject to all applicable enforcement, remedies and penalties provided for in this ordinance.
 - (d) Project representation. The applicant or authorized representative shall be present at all meetings at which the request is to be considered. If the applicant or authorized representative is not present, the matter may be tabled.
- (C) Final PUD Review. The following procedures shall be followed for the review of the final development plan.
- (1) Timing. An application for final development plan approval shall be filed not later than 24 months after the date of approval of the concept plan and zoning change, otherwise the concept plan approval shall be considered expired. One (1) extension of up to twelve (12) months may be authorized by the city planner for reason/cause. The applicant shall submit the request for extension in writing, prior to the expiration of the original approval period, to the city planner who shall make a written determination regarding the decision to extend or deny the extension. Both the request and the determination shall be made part of the record.
 - (2) Pre-application Conference. Prior to submitting a formal application, the applicant shall schedule a meeting with the city planner to discuss the applicable requirements and materials, compliance with conditions that may have been imposed as part of the concept plan approval, review procedures, and conformance of the final development plan with the approved concept

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

**Article 5 – DEVELOPMENT REVIEW
CITY OF WYOMING ZONING ORDINANCE**

plan. The city planner shall notify other staff, as applicable. The purpose of this meeting is to discuss the proposed project and provide relevant information to the applicant. However, no statements or representations made at this meeting shall be construed to be a commitment or an assurance of approval on the part of the city.

- (3) Application. An application for approval of the final development plan shall be submitted to the city planner by the property owner or owner’s authorized representative. The application shall be filed on a form provided for that purpose, along with a fee established by the City Council, including a final development plan and narrative containing the information specified in the following subsections. Incomplete applications will not be accepted and will not be processed or forwarded to the Planning Commission.
 - (a) Final Plan. A final development plan, substantially consistent with the approved preliminary concept plan and containing all information required in Section 90-504 (site plan), shall be submitted with the required application form. If required, a plat may be submitted concurrently in accordance with the subdivision requirements of this ordinance.
 - (b) Project Narrative. A project narrative shall also accompany the application and final development plan and provide the following:
 - (i). Proposed covenants and/or deed restrictions governing the use, design, maintenance, ownership, and control of development and common areas;
 - (ii). Identification of the entity responsible for maintenance of common areas;
 - (iii). Description of all deviations from the otherwise applicable zoning requirements;
 - (iv). Net and gross density of any residential component of the project;
 - (v). Open space calculations, identifying the gross acreage and percent of lands to be preserved as common open space, including calculations by phase of the development, if applicable.
 - (vi). Restrictions or requirements regarding architectural style and/or building materials;
 - (vii). Improvements that would be the responsibility of the developer such as construction of roads, parks, utilities, pathways, sidewalks and similar elements; and
 - (viii). An anticipated development schedule by phase, if applicable.
- (4) Private Covenants and Restrictions.
 - (a) Covenants and restrictions for the property within any PUD district are required and must be recorded with the Kent County Register of Deeds prior to the approval of a plat or issuance of a building permit. These restrictions shall run with the land to ensure that, if subdivided or developed in phases, the covenants and restrictions shall still be enforced.
 - (b) Covenants and restrictions shall:
 - (i). Be based on the conditions attached to the approved PUD application;
 - (ii). Subject each owner or person taking title to land located within the development to the terms and conditions of the covenants and restrictions as well as any other applicable regulations;

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 		
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code	
Use Table	Zoning Map					

**Article 5 – DEVELOPMENT REVIEW
CITY OF WYOMING ZONING ORDINANCE**

- (iii). Provide for the ownership, development, management, and maintenance of any private open space, private community parking facilities, private community meeting spaces, or other common areas, as required by Section 90-419C(E); and
 - (iv). Establish a condominium association, homeowner’s association, or other entity that can ensure sufficient funding is provided by owners or occupants of the property in the PUD to maintain all private roads and other private infrastructure, signage, sidewalks, pathways, parking areas, green spaces, recreational facilities, community buildings, pools and other amenities within the development. The documentation shall be in a form acceptable to the City Planner, City Manager and City Attorney.
- (5) Phased Projects. If a proposed PUD is to be constructed in two (2) or more phases, final site plan approval may be granted for individual phases; provided, a complete plan for the entire development was first given concept plan approval and that each subsequent phase shall be submitted for final site plan approval and is consistent with the approved concept plan. The Planning Commission may require additional information beyond what is otherwise required if, in its judgment, more detailed information is necessary due to the size of the development; number of phases proposed; or the interrelationship of roads, utilities or drainage systems within the total site.
- (6) Planning Commission Action. Following receipt of a complete application package, the city planner shall cause the application materials to be forwarded to the Planning Commission for review. Following submission of a complete application and all required plans and information, the Planning Commission shall consider the application and take action to approve, approve with conditions, disapprove or table the final site plan, based on the review standards of Section 90-512 and the site plan standards of Section 90-505. The applicant or authorized representative shall be present at all meetings at which the request is to be considered. If the applicant or authorized representative is not present, the matter may be tabled.
- (7) Performance Guarantee. In conjunction with the approval of a final development plan, the petitioner may be required to provide a performance guarantee for all public and common improvements, in accordance with Section 90-504(2). The City Council may require such financial assurance or the requirement to provide such financial assurance as a condition of approval of the rezoning or overall development plan for the subject site.
- (a) The performance guarantee shall address (i) the time(s) for starting and completing the construction and installation of public and common improvements, especially in relationship to issuance of construction and occupancy permits for dwelling, commercial and other units within the PUD; (ii) provide one or more assurances for funding the costs of constructing and installing those public and common improvements; and (iii) provide funding for the costs of operating, maintaining, repairing, and, as may be needed to comply with applicable legal requirements, replacing or improving those public and common improvements.
 - (b) The performance guarantee may include one or more of a variety of instruments, documents and methods which shall be in a form and substance acceptable to the

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

**Article 5 – DEVELOPMENT REVIEW
CITY OF WYOMING ZONING ORDINANCE**

City Engineer, City Planner, City Attorney and City Manager. The performance guarantee may include one or a combination of such approaches as, for example and not for limitation, the following, provided that together result in meeting the requirements in subsection A.

- (i). An enforceable agreement or enforceable covenants and restrictions recorded with the Kent County Register of Deeds, that no construction or occupancy permit(s) will be issued for certain components of the development until certain public or common improvements are completed.
- (ii). Performance or surety bonds, payment bonds, letters of credit, escrowed funds, or other financial assurances that the City or PUD residents or property owners can access to ensure completion of the public or common improvements.
- (iii). Provisions for condominium, homeowners', unit owners' or other association with the ability to levy and collect dues, assessments or other fees sufficient to fund the costs of operating, maintaining, repairing, and, as may be needed to comply with applicable legal requirements, replacing or improving those public and common improvements.

- (c) It is the intent of this requirement to ensure the public and common area improvements are (i) properly constructed and installed, and (ii) properly operated, maintained, repaired, and, as may be needed to comply with applicable legal requirements, replaced or improved without costs to the City or other governmental entities and without inappropriate or unfairly apportioned costs among the owners and occupants of property within the PUD.
- (d) Whether or not the performance guarantee proposed by the PUD applicant (a) meets the requirements of this section and (b) results in the appropriate and fair apportioning of costs will be determined by City Council based on the recommendation of the Planning Commission, City Engineer, City Planner, City Attorney and City Manager.

(8) Expiration. Approval of the final site plan by the Planning Commission shall expire 12 months after the date of that approval, unless substantial construction has been commenced and is continuing. An extension of up to 12 additional months may be granted, in accordance with the requirements of Section 90-503 (7).

Sec. 90-512 Review Standards

In considering a PUD request, the Planning Commission and/or City Council, as applicable, shall find that the proposed development meets all applicable requirements, as well as the following general standards:

- (A). PUD Purpose. The proposed development shall be consistent with the stated Purpose of this district, as found in Section 90-416C.
- (B). Qualifying Conditions. The proposed development shall satisfy each of the Qualifying Conditions, as stated in Section 90-417C.
- (C). Master Plan. The PUD shall be consistent with the recommended future land use patterns, goals, and relevant recommendations contained in the City of Wyoming Master Plan.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

**Article 5 – DEVELOPMENT REVIEW
CITY OF WYOMING ZONING ORDINANCE**

- (D). Surrounding Uses. The development shall be compatible with the existing and intended uses surrounding the subject property.
- (E). Natural Environment. The design and layout of the PUD shall be harmonious with the natural character of the site and surrounding area and shall employ best management practices to ensure their conservation.
- (F). Public Facilities and Services. The proposed development shall not place undue burden on the capacity of public facilities and services such as, but not limited to, roads, fire and police protection, water, sanitary sewer service and drainage.
- (G). Health, Safety, and Welfare. The PUD shall not contain uses or conditions of use that may be unduly injurious to the public health, safety or welfare.
- (H). Consistent with All Standards and Requirements. The proposed development shall conform to all applicable requirements of this ordinance, unless specifically modified and approved, as authorized by Section 90-419C(C).
- (I). Final Site Plan. The final site plan is substantially consistent with the representations made and plans shown during the prior preliminary concept plan stage of approval.
- (J). Recognizable and Substantial Benefits. Approval of the PUD will result in a recognizable and substantial benefit to the users of the project and to the community which would not otherwise be feasible or achievable under conventional zoning districts. The development shall provide two (2) or more of the benefits specified in Section 90-417C(H).

Sec. 90-513 Changes to an Approved PUD

Changes to an approved final development plan shall be permitted only under the following circumstances:

- (A). The holder of an approved final development plan shall notify the city planner of any proposed change to the approved plan.
- (B). Minor changes may be approved by the city planner upon determining that the proposed revision(s) will not alter the basic design, nor any specified conditions or commitments imposed as part of the original approval. Minor changes shall include the following:
 - (1) Reduction in building size or increase in building size up to five (5) percent of the total approved floor area;
 - (2) Movement of a building or other structure by no more than 10 feet;
 - (3) Replacement of plant material specified in the landscape plan with comparable materials of an equal or greater size;
 - (4) Changes in building materials to a comparable or higher quality;
 - (5) Internal changes in floor plans which do not alter the character or intensity of the use;
 - (6) Changes in parking layout that do not alter the number of spaces by more than five (5) percent of the total spaces within the parking area and do not change the location of driveways or roads providing access to the parking area; and
 - (7) Changes required or requested by a county, state or federal regulatory agency in order to conform to other laws or regulations.
- (C). A proposed change to an approved final development plan that is determined by the city planner to not be a minor change shall be considered a major change and amendment to the approved final development plan and shall be submitted and reviewed in accordance with the procedures

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

**Article 5 – DEVELOPMENT REVIEW
CITY OF WYOMING ZONING ORDINANCE**

established for the final development plan. When, in the judgment of the City Planner, City Engineer, and the City Attorney, the proposed change is a substantial deviation from the approved preliminary concept plan, the change shall be reviewed as a new application, in accordance with the provisions of Sections 90-511(B) and 90-511(C); provided, public hearings shall not be required, but may be conducted at the discretion of the Planning Commission and/or the City Council.

Sec. 90-514 Existing PUDs

Within the city, there are existing PUD’s identified on the zoning map as “PUD-1, -2, and -3”. These developments shall be exempt from the requirements of this article to the extent that they conform to the prior approved development plans for each respective project. However, any expansion, alteration or modification of the existing approved developments that constitutes a major change, as defined in Section 90-513, shall be subject to the procedural requirements of Section 90-513(C).

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				



Planning Commission

February 19, 2019



Public Hearing #1

Requested By: Staff

Item: Text Amendment to amend Procedures for Planned Unit Developments and create a new general PUD District (Section 90-510 and Article 4C)

Action Requested: Approval of proposed Zoning Ordinance Text Amendment




Why amend and create a new PUD?

- Historical perspective
 - Metro Health Village
 - Granger PUD
 - Provide a new tool that adapts to Wyoming's new growth trends (i.e. infill developments)
 - Provide better developments that enhance Wyoming and benefit residents
- 

Where is it envisioned this district may be applied?

- Qualified Sites
 - Greenfield and infill sites across the city
- Transition site between FBC districts and traditionally zoned districts


PUD Highlights

- Provides for flexibility of smaller PUDs than historically permitted
 - Important as Wyoming trends to more infill development
 - Density Bonuses
 - 5 to 10 du/acre bonus possible if conditions are met
 - Common Open Space requirements
- 

Application Procedures

- Pre-Consultation Meetings
 - Planning Commission Approval
 - Conceptual Plan
 - Final Plan
 - City Council Approval
 - Conceptual Plan
- 

Review Standards

- PUD Purpose
 - Qualifying Conditions
 - Master Plan
 - Surrounding Uses
 - Natural Environment
 - Public Facilities and Services
 - Health, Safety, and Welfare
 - Consistent with All Standards and Requirements
 - Final Site Plan
 - Recognizable and Substantial Benefits
- 

Community Impacts

- Activates economic development
 - Makes available a tool being utilized successfully in other cities nationally
 - Allows for innovative and competitive advantage
 - Preserves existing green spaces and creates new green spaces
- 

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING PLANNING COMMISSION AT ITS REGULAR MEETING OF MARCH 19, 2019

PLANNING COMMISSION
MEETING MINUTES OF FEBRUARY 19, 2019
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Arnoys, DeLange, Goodheart, Hegyi, Micele, Smart, Spencer

MEMBERS ABSENT: Bueche, Weller

STAFF PRESENT: Rynbrandt, Director of Community Services
Hofert, City Planner
Lucar, Planning & Development Dept.
Singleton, Planning & Development Dept.

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

Motion by Hegyi and supported by Goodheart, to excuse Bueche and Weller. Motion carried unanimously.

APPROVAL OF MINUTES

The minutes of January 15, 2019 were approved as written.

APPROVAL OF AGENDA

Motion by Hegyi and supported by Smart to approve the agenda as revised, removing Agenda Item No. 4, which was withdrawn by the petitioner. Motion carried unanimously.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

There was no public comment.

AGENDA ITEM NO. 1

Request to approve proposed Zoning Ordinance Text Amendments to revise Procedures for Planned Unit Developments and create a new general PUD District (Section 90-510 and Article 4C).

Hofert explained the proposed ordinance text amendments. The City of Wyoming has three PUD districts allowed per the Zoning Code. Each district was adopted to serve a specific and unique development (e.g. Metro Health PUD and Bayberry PUD). While this approach has historically

worked for Wyoming, as the city continues to grow and experience more infill development, a General PUD provides for an innovative tool to help staff and developers adapt to the complexities of re-development. Staff is proposing a new General PUD district that is not specific to any particular site but instead can be applied to qualifying sites.

Purpose for Zoning Ordinance Amendment:

Benefits of a PUD include more efficient site design, preservation of amenities such as open space, lower costs for street construction and lower costs for street and utility construction for the developer and reduced maintenance costs for the City. PUD's encourage innovative and thought out developments that help to create well connected places that are compatible with adjacent uses. These developments create a unique sense of place for residents and offer opportunities not available to traditional development.

It is recognized that traditional zoning, with its segregation of uses and rigid dimensional requirements are not suitable in all situations to best achieve the objectives of the city relative to desired land use and preservation of its resources and character. Therefore, staff presents this new PUD ordinance to help achieve the following purposes:

- A. provide for flexibility in development that will result in a better project for the developer, residents, users, and the city;
- B. accomplish a more desirable and sustainable residential environment;
- C. achieve economy and efficiency in the use of land, natural resources, energy and the providing of public services and utilities;
- D. provide better housing, employment and shopping opportunities;
- E. preserve existing natural assets, such as stands of trees, floodplain, open fields, wetlands, lakes, streams and the like;
- F. encourage the utilization of open space and development of recreational amenities within walking distance of all living units;
- G. encourage the use of lands in ways which are most in accord with their character and adaptability;
- H. encourage the efficient use of land by facilitating economical and suitable arrangements for buildings, streets, utilities and other land use features; and
- I. offer a unique attribute of development not achievable under conventional zoning requirements.

Proposed Ordinance Amendment:

Staff recommended the proposed ordinance.

Planning Commission Action:

The Development Review Team recommended that Planning Commission adopt the recommended *Section 90-510 and Article 4C* text amendments and recommend the same to Council.

Chair Spencer opened the public hearing. There were no comments and the public hearing was closed.

Motion by Hegyi, supported by Arnoys, to recommend adoption of Section 90-510 and Article 4C text amendments to the City Council. Discussion followed.

Goodheart inquired if the PUD ordinance allowed for clustering to help meet open space requirements. Staff confirmed that clustering, as well as other strategies that encourage concentrated development to preserve open space or protect environmentally sensitive areas, is allowed for and encouraged as part of the proposed PUD.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 2

Request for Site Plan Approval for a Memory Care Facility. This property is located at 5281 Wilson Avenue SW (Section 31) (Ellipsis Partners)

Hofert described the location, existing land use and current zoning around the area. In October 2018, the developer applied for and later received a conditional rezoning of this site from RO-1 to R-4. As part of the conditions, the developer voluntarily offered to restrict the use of this property to anything other than for a memory care or assisted living development consistent with the conceptual plan dated September 12, 2018. In addition to restricting the use of the site, the applicant proposed to place a time limit on acquiring the title to the property and procuring a building permit and that failure to comply with any of the conditions of the voluntary offer would cause the property to revert to its current zoning designation of RO-1. Hofert explained that the site plan presented achieves the conditions of the conditional rezoning.

Landscaping:

There are no evergreen trees incorporated into the streetscape landscaping. During winter and fall months, the streetscape will be barren. Consideration should be given to incorporating more variety and introducing some evergreens into the streetscape design. Staff recommends the developer include evergreens in the revised Landscape Plan (see condition #13).

Conformance with Ordinance Standards and Findings of Fact:

Section 90-505 specifies the standards to apply to site plan review:

- (1) *Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).*

The site plan contains an appropriate amount of detail to sufficiently understand the proposed use and structures.

ORDINANCE NO. 7-19

AN ORDINANCE TO AMEND CHAPTER 90, ARTICLE 3, SECTION 327, OF THE
CITY CODE TO PROHIBIT MARIHUANA ESTABLISHMENTS AND FACILITIES
IN ALL ZONING DISTRICTS AND TO REPEAL ORDINANCE 1-19

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 3, Section 90-327 of the Code of the City of Wyoming, Michigan is amended to read as follows:

Sec. 90-327. - Marihuana Establishments and Facilities Prohibited.

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) *Marihuana establishment* means that term as defined in the MRTMA.

(b) *Marihuana facility* means that term as defined in the MMFLA.

(c) *MMFLA* means the Medical Marihuana Facilities Licensing Act, 2016 PA 281, MCL 333.27101 *et seq.*

(d) *MRTMA* means the Michigan Regulation and Taxation of Marihuana Act, 2018 IL 1, MCL 333.27101 *et seq.*

(b) Pursuant to section 6 of the MRTMA marihuana establishments are prohibited in all zoning districts.

(c) Marihuana facilities are prohibited in all zoning districts.

Section 2. Ordinance No. 1-19 entitled "An Ordinance to Amend Chapter 90, Article 3, of the City Code by Adding Section 90-330 to Prohibit Marihuana Establishments and Facilities in All Zoning Districts" is hereby repealed.

Section 3. This ordinance shall take effect upon the later of 15 days after its adoption or upon publication as required by applicable law.

Kelli A. Vandenberg
Wyoming City Clerk

STAFF REPORT

Date: March 12, 2019
Subject: Correcting Ordinance Amendment – Ordinance No. 7-19
From: Scott Smith, City Attorney
Meeting Date: March 18, 2019

Background:

Ordinance 1-19 is entitled “An Ordinance to Amend Chapter 90, Article 3, of the City Code by Adding Section 90-330 to Prohibit Marihuana Establishments and Facilities in All Zoning Districts.” It was intended to add a section to the zoning ordinance prohibiting medical marihuana facilities and recreational marihuana establishments. However, unknown to me, a section 90-330 was added to the zoning ordinance with an earlier amendment addressing exterior lighting but the table of contents in the online copy at MuniCode has not yet been updated to reflect that addition. Moreover, as Nicole Hofert and I contemplated simply designating the section as 90-331, she pointed out that while not inconsistent with section 90-327, the new section is certainly a bit redundant and could simply replace that section.

Therefore, Ordinance 7-19 is only a technical revision to make it clear where the new provision is to be inserted into the zoning ordinance and to clarify that the existing 90-330 addressing exterior lighting remains a part of the zoning ordinance. Because the text of the amendment is not changing it is not necessary to return it to the Planning Commission for any action.

Recommendation:

Adopt proposed Ordinance No. 7-19, An Ordinance to Amend Chapter 90, Article 3, Section 327, of the City Code to Prohibit Marihuana Establishments and Facilities in All Zoning Districts and to Repeal Ordinance 1-19.

Sustainability Criteria:

Environmental Quality – Approval will not affect environmental quality.

Social Equity – Approval will not affect social equity.

Economic Strength – Approval will not affect economic strength.

Quality Customer Service – Approval will ensure the placement of the already approved text within the City Code will be most appropriate and minimize chances for confusion or for legal challenges to either the text itself or existing section 90-330.