

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, APRIL 6, 2020, 7:00 P.M.

To limit potential exposure to COVID-19, we are making some temporary changes to our City Council agenda.

Tonight most Council actions will be taken in one vote.

Notice of Electronic Meeting

Due to Governor Whitmer's Executive Order 2020-21 requiring nonessential personnel to stay at home, to avoid unneeded personal contact, and to otherwise minimize the spread of the COVID-19 virus during the pandemic, and in accordance with Executive Order 2020-15 allowing electronic meetings, the City of Wyoming City Council meeting on Monday, April 6, 2020, at 7:00 p.m., will be held electronically.

Ways to Participate

Participate via Zoom Meeting

The meeting will be conducted by telephone. Those wishing to participate in the meeting may join the Zoom meeting online or by phone.

Online

Visit at

<https://bit.ly/2UEkYqt>.

By Phone

Alternatively, those wishing to participate may call toll free.

1. Call 877-853-5725 or 888-475-4499
2. When prompted, enter meeting ID number 627 506 606 followed by the # key.

Provide Public Comment

- Email Comments – Email CityCouncilComments@wyomingmi.gov.
- By Phone – Call 616-228-6179 to leave a voice message up to 3 minutes in length by 5:00 p.m. on April 6, 2020.
- In Zoom Meeting – Follow the instructions above to join the zoom meeting. Public comment will also be taken during certain times at the meeting.

- 1) **Call to Order**
- 2) **Invocation** – Pastor Reggie Hill, Grand Rapids First Church
- 3) **Roll Call**
- 4) **Resolutions**
 - a) To Establish Electronic Meeting Rules
- 5) **Approval of Minutes**
From the March 16, 2020 Regular Meeting
- 6) **Approval of Agenda**

7) 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. Please begin by providing your name and address. There is a 3 minute limit per person.

7:01 p.m. To Consider the Proposed 2020/2021 Wyoming Consolidated Housing and Community Development One-Year Action Plan

8) 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. Please begin by providing your name and address. There is a 3 minute limit per person.

9) Presentations and Proclamations

- a) Presentations
- b) Proclamations

10) Petitions and Communications

- a) Petitions
- b) Communications

11) Reports from City Officers

- a) From City Council
- b) From City Manager

12) Consent Agenda

- b) To Schedule a Public Hearing on the Necessity of an Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 20-806 (April 20, 2020 at 7:01 p.m.)
- c) To Schedule a Public Hearing on the Necessity of an Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 20-807 (April 20, 2020 at 7:02 p.m.)
- d) To Set a Public Hearing for the Proposed 2020-2021 Budget for the City of Wyoming (May 4, 2020 at 7:01 p.m.)
- e) To Adopt the Wyoming Consolidated Housing and Community Development 2020/2021 One-Year Action Plan
- f) To Authorize the City Manager to Execute an Employment Agreement with the Director of Public Works
- g) To Dedicate Eagle Glen Avenue and Mulligan Drive in Greens of Wyoming Plat Located within the City of Wyoming to be Included in the Municipal Street System
- h) To Dedicate Mulligan Drive in Buck Creek Hill Plat Located within the City of Wyoming to be Included in the Municipal Street System
- i) To Dedicate Chapel Street in Chapel Estates Plat Located within the City of Wyoming to be Included in the Municipal Street System
- j) To Dedicate Reserve Drive, Amur Drive, Amur Court, Looking Glass Drive, Looking Glass Court, Bark River Court and Red Cedar Drive in Rivertown Valley IV Plat Located within the City of Wyoming to be Included in the Municipal Street System

- k) To Authorize the Purchase of Nuts and Bolts
- l) To Authorize the Purchase of Four Tactical Mountain Bicycles and Protective Equipment
- m) To Extend the Bid for Furnishing and Placement of Trees
- n) To Extend the Bid for Liquid Sodium Hypochlorite
- o) To Extend the Bid for Uniforms and Service Awards
- p) For Award of Bid and to Authorize the Mayor and City Clerk to Execute the Contract
 - 1. Wyoming Senior Center Carpet Replacement (Budget Amendment No. 40)
- q) To Concur with the Emergency Purchase of an Aeration Mixer and to Authorize the Mayor and City Clerk to Execute the Contract

13) Informational Material

14) 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.

15) Closed Session (as necessary)

16) Adjournment

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH ELECTRONIC MEETING RULES

WHEREAS:

1. Governor Whitmer's Executive Order 2020-15 ("EO-15") allows electronic public meetings provided they comply with the requirements in EO-15.
2. EO-15 allows a public body to adopt rules for electronic meetings consistent with EO-15.
3. Due to the COVID-19 pandemic this April 6, 2020 City Council meeting is being held electronically in compliance with the notice and other requirements of EO-15.
4. The City Council wishes, as a first order of business, to establish rules to enable this meeting to be conducted in an orderly manner.

NOW, THEREFORE, BE IT RESOLVED:

1. The rules attached as Exhibit A shall apply to electronic meetings held by the City Council and any other city commission, board or other body. If applied to other bodies, the word "mayor" shall be read as "chair."
2. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at its regular session held on April 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Exhibit A

Resolution No. _____

Exhibit A
ELECTRONIC MEETING RULES

1. These rules shall apply to electronic meetings of the City Council and all city commissions, boards and bodies as provided in Governor Whitmer's Executive Order 2020-15 ("EO-15") and any extension or replacement of EO-15.
2. Notice of an electronic meeting must be provided on the City's website accessible from the homepage and on the calendar page with links to the meeting's agenda and full agenda. Notice of the electronic meeting will also be posted on the doors of city hall. It must include content approved by the City Manager and City Attorney.
3. To facilitate the understanding of all meeting participants, the following procedures shall be used during the meeting.

A. At the beginning of the meeting, the mayor will introduce persons present in city hall and those members of the public body and city staff members who are remotely participating in the meeting.

B. The mayor will read or designate someone to read the following:

This meeting is being held electronically in accordance with Governor Whitmer's Executive Order 2020-15 to protect persons during the COVID-19 pandemic and to comply with Governor Whitmer's Executive Order 2020-21 directing everyone who can do so to remain in their homes.

Most persons participating in this meeting are doing so by telephone or cell phone. Some may also be viewing this meeting on WKTV or by livestream accessible from the city's website.

Therefore, at least some persons participating have only audio available to them. Consequently, we have some special procedures.

Unless they are identified when recognized to speak, all persons speaking should first identify themselves so that those who are listening know who is speaking.

All votes will be taken by roll call.

When an item on the agenda is being discussed reference should be made to the agenda item number and, if possible, in a general description of the item.

In a departure from our usual procedure, the caption for each consent agenda item will be read before a motion is taken on the consent agenda.

As is our normal meeting procedure, public comments will be limited to any public hearing, the public comment period near the beginning of the meeting for comments on agenda items for which there is not a public hearing, and for all other items at the recognition of visitors near the end of the meeting. More instruction will be provided when we get to those agenda items.

Other members of this body, or city staff who are participating may make points of order, may ask for clarifications or otherwise interject to ensure the clear understanding and to comply with applicable requirements.

C. Prior to public hearings and other public comment times, the mayor will read or designate someone to read the following:

This time is for public comment only. It is time to offer comments to this body. Members of this body normally will not respond, though the mayor/chair may, on occasion, ask city staff or others to clarify a matter.

Comments will be limited to 3 minutes. When the 3 minutes has expired, the speaker will be asked to stop speaking. If possible without muting others, that speaker will be muted.

Please listen to those speaking before you. If you agree with their position, please indicate that and avoid repetitious comments.

All written and voice message comments submitted prior to 5:00 p.m. were e-mailed in full to all members of this body before this meeting.

All written comments submitted before the end of the public hearing or public comment on agenda items will be acknowledged and summarized during this meeting, and e-mailed in full to all members of this body.

Written comments pertaining to items not on the agenda will be e-mailed in full to all members of this body after this meeting.

In a departure from our standard procedure, we will ask all persons wishing to speak to raise their hands using that feature as you hover at the bottom of the Zoom screen or using *9 or Alt y. This process will be a bit more cumbersome and will require some patience.

To be clear, if you do not wish to offer comments during this meeting, you do not need to identify yourself.

Persons on identifying themselves as wishing to speak will be recognized one at a time and will be asked to also provide their addresses before speaking.

We now ask anyone wishing to speak to identify themselves using the raise hand, *9 or Alt y feature.

4. Those participating in this meeting may record or videotape the meeting.
5. If the meeting agenda includes a closed session, a separate call-in number will be provided for that part of the meeting that will be provided only to those permitted to attend that closed session.

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 20-806

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 20-806.
3. The City Council will hold a public hearing during its regular meeting of Monday, **April 20, 2020, at 7:01 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 certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

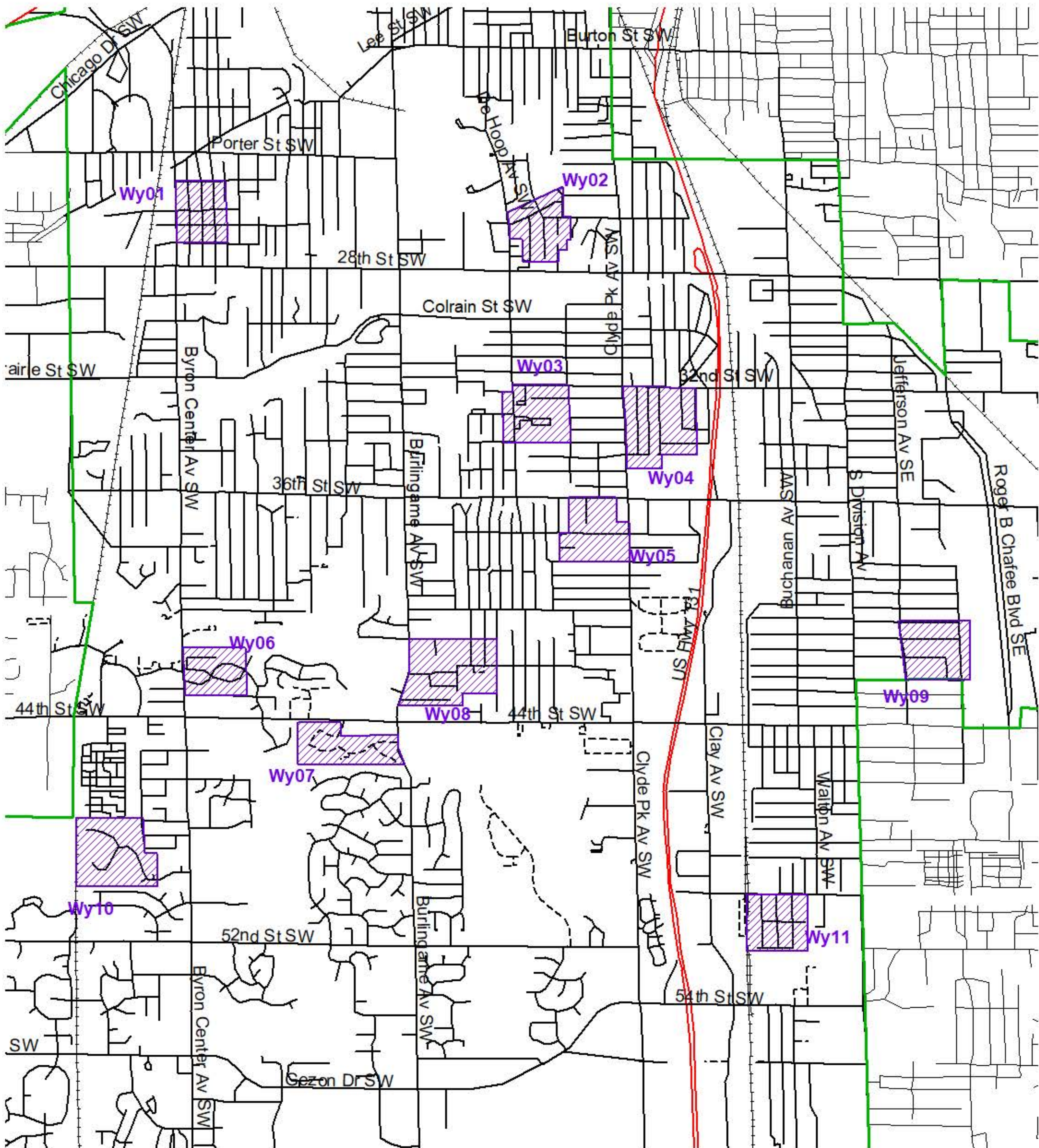
Exhibit A – Aerial Spray Map

Exhibit B – List of Parcels in Proposed Special Assessment District

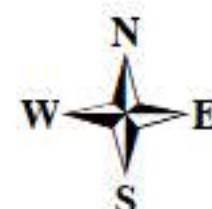
Exhibit C – Form of Notice of Public Hearing

Resolution No. _____

City of Wyoming Gypsy Moth Survey Report for 2020 Season



Shaded areas are recommended for
aerial B.t. spray in Spring 2020



City Border
2020 Aquatic Consulting Services

Addresses and Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 20-806

41-17-11-404-009	1021	26TH ST SW	41-17-13-329-018	595	34TH ST SW
41-17-11-404-008	1029	26TH ST SW	41-17-14-404-008	1117	34TH ST SW
41-17-11-476-001	1010	26TH ST SW	41-17-14-404-024	1145	34TH ST SW
41-17-11-476-002	1006	26TH ST SW	41-17-14-404-013	1049	34TH ST SW
41-17-11-404-011	1011	26TH ST SW	41-17-13-329-017	597	34TH ST SW
41-17-11-476-012	958	26TH ST SW	41-17-13-329-020	589	34TH ST SW
41-17-11-476-013	954	26TH ST SW	41-17-13-329-035	603	34TH ST SW
41-17-11-453-036	1022	26TH ST SW	41-17-13-329-019	591	34TH ST SW
41-17-11-476-045	1001	28TH ST SW	41-17-14-404-022	1159	34TH ST SW
41-17-14-401-015	1024	32ND ST SW	41-17-14-404-023	1153	34TH ST SW
41-17-13-301-044	760	32ND ST SW	41-17-14-404-011	1063	34TH ST SW
41-17-14-401-016	1018	32ND ST SW	41-17-14-404-015	1033	34TH ST SW
41-17-13-301-003	744	32ND ST SW	41-17-14-404-010	1103	34TH ST SW
41-17-14-401-009	1100	32ND ST SW	41-17-14-404-014	1041	34TH ST SW
41-17-14-401-010	1074	32ND ST SW	41-17-14-404-016	1019	34TH ST SW
41-17-13-302-001	732	32ND ST SW	41-17-13-329-016	601	34TH ST SW
41-17-13-304-057	604	32ND ST SW	41-17-14-404-009	1111	34TH ST SW
41-17-13-302-003	720	32ND ST SW	41-17-14-404-006	1133	34TH ST SW
41-17-14-401-014	1030	32ND ST SW	41-17-14-404-012	1057	34TH ST SW
41-17-14-401-002	1114	32ND ST SW	41-17-23-226-002	956	36TH ST SW
41-17-14-401-013	1036	32ND ST SW	41-17-23-210-008	1017	38TH ST SW
41-17-13-326-003	574	32ND ST SW	41-17-23-211-002	1018	38TH ST SW
41-17-14-401-011	1054	32ND ST SW	41-17-23-211-004	1010	38TH ST SW
41-17-13-301-002	752	32ND ST SW	41-17-23-211-005	1006	38TH ST SW
41-17-14-401-012	1048	32ND ST SW	41-17-23-210-009	1011	38TH ST SW
41-17-14-401-001	1120	32ND ST SW	41-17-23-211-003	1014	38TH ST SW
41-17-14-401-038	1106	32ND ST SW	41-17-23-210-010	1005	38TH ST SW
41-17-14-327-009	1216	32ND ST SW	41-17-23-210-007	1021	38TH ST SW
41-17-14-327-008	1220	32ND ST SW	41-17-23-303-006	1552	41ST ST SW
41-17-14-401-018	1006	32ND ST SW	41-17-23-303-004	1572	41ST ST SW
41-17-14-401-017	1012	32ND ST SW	41-17-23-303-007	1544	41ST ST SW
41-17-13-302-002	726	32ND ST SW	41-17-23-303-005	1562	41ST ST SW
41-17-14-332-001	1222	33RD ST SW	41-17-23-303-047	1411	42ND ST SW
41-17-14-402-037	1131	33RD ST SW	41-17-23-354-021	1539	43RD ST SW
41-17-14-327-018	1225	33RD ST SW	41-17-22-476-033	1621	43RD ST SW
41-17-14-402-012	1121	33RD ST SW	41-17-23-355-009	1464	43RD ST SW
41-17-14-327-019	1213	33RD ST SW	41-17-23-355-012	1444	43RD ST SW
41-17-14-332-003	1206	33RD ST SW	41-17-23-354-022	1529	43RD ST SW
41-17-14-402-035	1009	33RD ST SW	41-17-23-355-005	1524	43RD ST SW
41-17-14-332-002	1214	33RD ST SW	41-17-23-355-007	1512	43RD ST SW
41-17-14-404-005	1139	34TH ST SW	41-17-23-355-011	1450	43RD ST SW
41-17-14-404-007	1125	34TH ST SW	41-17-23-354-030	1445	43RD ST SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 20-806

41-17-23-354-028	1457	43RD ST SW	41-17-13-303-008	3268	BADGER AVE SW
41-17-23-355-002	1546	43RD ST SW	41-17-13-302-034	3347	BADGER AVE SW
41-17-23-354-029	1451	43RD ST SW	41-17-13-302-024	3239	BADGER AVE SW
41-17-23-355-013	1438	43RD ST SW	41-17-13-302-025	3245	BADGER AVE SW
41-17-23-355-008	1504	43RD ST SW	41-17-13-303-011	3318	BADGER AVE SW
41-17-23-355-010	1458	43RD ST SW	41-17-13-351-008	3406	BADGER AVE SW
41-17-23-354-027	1463	43RD ST SW	41-17-13-302-022	3221	BADGER AVE SW
41-17-23-354-025	1511	43RD ST SW	41-17-13-303-005	3242	BADGER AVE SW
41-17-23-354-024	1517	43RD ST SW	41-17-13-302-033	3339	BADGER AVE SW
41-17-23-354-026	1503	43RD ST SW	41-17-13-302-038	3423	BADGER AVE SW
41-17-23-355-004	1532	43RD ST SW	41-17-13-303-002	3216	BADGER AVE SW
41-17-23-355-006	1518	43RD ST SW	41-17-13-303-006	3250	BADGER AVE SW
41-17-23-354-032	1433	43RD ST SW	41-17-13-303-004	3234	BADGER AVE SW
41-17-23-355-014	1432	43RD ST SW	41-17-13-302-030	3315	BADGER AVE SW
41-17-23-355-037	1554	43RD ST SW	41-17-13-303-007	3258	BADGER AVE SW
41-17-23-354-031	1439	43RD ST SW	41-17-13-303-012	3326	BADGER AVE SW
41-17-23-354-023	1523	43RD ST SW	41-17-13-351-002	3414	BADGER AVE SW
41-17-23-355-003	1538	43RD ST SW	41-17-13-302-026	3255	BADGER AVE SW
41-17-27-126-012	2100	44TH ST SW	41-17-13-351-003	3422	BADGER AVE SW
41-17-23-355-041	1431	44TH ST SW	41-17-13-302-037	3415	BADGER AVE SW
41-17-25-452-005	302	50TH ST SW	41-17-13-303-009	3302	BADGER AVE SW
41-17-25-453-004	240	50TH ST SW	41-17-13-303-014	3342	BADGER AVE SW
41-17-25-453-003	246	50TH ST SW	41-17-13-302-027	3265	BADGER AVE SW
41-17-25-453-006	230	50TH ST SW	41-17-13-302-028	3273	BADGER AVE SW
41-17-25-452-001	328	50TH ST SW	41-17-13-302-035	3357	BADGER AVE SW
41-17-25-452-025	324	50TH ST SW	41-17-13-302-031	3323	BADGER AVE SW
41-17-25-476-019	200	50TH ST SW	41-17-13-302-032	3331	BADGER AVE SW
41-17-25-476-023	216	50TH ST SW	41-18-19-329-015	334	BELLEVUE ST SE
41-17-25-453-002	252	50TH ST SW	41-18-19-329-013	324	BELLEVUE ST SE
41-17-25-453-005	236	50TH ST SW	41-18-19-328-078	333	BELLEVUE ST SE
41-17-25-453-001	256	50TH ST SW	41-18-19-328-034	319	BELLEVUE ST SE
41-17-25-476-021	222	50TH ST SW	41-18-19-328-029	221	BELLEVUE ST SE
41-17-36-201-036	173	54TH ST SW	41-18-19-328-071	329	BELLEVUE ST SE
41-17-11-403-014	1011	ALDON ST SW	41-18-19-328-070	327	BELLEVUE ST SE
41-17-13-303-003	3226	BADGER AVE SW	41-18-19-329-014	332	BELLEVUE ST SE
41-17-13-303-001	3208	BADGER AVE SW	41-18-19-329-009	236	BELLEVUE ST SE
41-17-13-302-023	3231	BADGER AVE SW	41-18-19-328-033	311	BELLEVUE ST SE
41-17-13-303-013	3334	BADGER AVE SW	41-18-19-328-030	227	BELLEVUE ST SE
41-17-13-302-036	3405	BADGER AVE SW	41-18-19-329-011	310	BELLEVUE ST SE
41-17-13-302-029	3305	BADGER AVE SW	41-18-19-329-012	318	BELLEVUE ST SE
41-17-13-303-010	3310	BADGER AVE SW	41-17-13-352-005	740	BRYANT ST SW
41-17-13-303-044	3352	BADGER AVE SW	41-17-13-352-004	750	BRYANT ST SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 20-806

41-17-13-352-002	774	BRYANT ST SW	41-18-19-327-018	328	BURT ST SE
41-17-13-352-003	762	BRYANT ST SW	41-18-19-327-016	316	BURT ST SE
41-17-13-352-006	730	BRYANT ST SW	41-18-19-327-064	210	BURT ST SE
41-17-13-352-020	700	BRYANT ST SW	41-18-19-327-028	368	BURT ST SE
41-17-13-352-007	710	BRYANT ST SW	41-18-19-327-062	356	BURT ST SE
41-17-13-329-004	558	BUIST ST SW	41-18-19-327-003	216	BURT ST SE
41-17-13-326-033	609	BUIST ST SW	41-18-19-327-014	308	BURT ST SE
41-17-13-329-003	560	BUIST ST SW	41-18-19-327-015	312	BURT ST SE
41-17-13-329-002	570	BUIST ST SW	41-18-19-327-017	324	BURT ST SE
41-17-13-329-033	604	BUIST ST SW	41-17-10-351-002	2608	BYRON CENTER AVE SW
41-17-13-326-043	557	BUIST ST SW	41-17-10-351-012	2626	BYRON CENTER AVE SW
41-17-13-329-005	556	BUIST ST SW	41-17-10-355-002	2646	BYRON CENTER AVE SW
41-17-13-326-044	561	BUIST ST SW	41-17-22-352-015	4236	BYRON CENTER AVE SW
41-17-13-326-034	605	BUIST ST SW	41-17-10-355-003	2650	BYRON CENTER AVE SW
41-17-13-352-015	787	BUNGALOW ST SW	41-17-10-355-004	2656	BYRON CENTER AVE SW
41-17-13-352-016	785	BUNGALOW ST SW	41-17-10-351-003	2620	BYRON CENTER AVE SW
41-17-13-352-013	791	BUNGALOW ST SW	41-17-10-304-004	2520	BYRON CENTER AVE SW
41-17-13-352-014	789	BUNGALOW ST SW	41-17-10-304-001	2502	BYRON CENTER AVE SW
41-17-13-352-012	793	BUNGALOW ST SW	41-17-10-304-003	2514	BYRON CENTER AVE SW
41-17-13-352-017	783	BUNGALOW ST SW	41-17-10-302-004	2470	BYRON CENTER AVE SW
41-17-13-352-018	771	BUNGALOW ST SW	41-17-10-304-016	2508	BYRON CENTER AVE SW
41-17-13-352-019	767	BUNGALOW ST SW	41-17-10-355-005	2668	BYRON CENTER AVE SW
41-17-23-354-040	4250	BURLINGAME AVE SW	41-17-10-304-006	2532	BYRON CENTER AVE SW
41-17-23-303-013	4110	BURLINGAME AVE SW	41-17-22-354-052	4304	BYRON CENTER AVE SW
41-17-23-354-042	4262	BURLINGAME AVE SW	41-17-10-304-005	2526	BYRON CENTER AVE SW
41-17-23-351-016	4210	BURLINGAME AVE SW	41-17-10-304-007	2540	BYRON CENTER AVE SW
41-17-23-351-015	4200	BURLINGAME AVE SW	41-17-10-355-001	2640	BYRON CENTER AVE SW
41-17-23-303-014	4122	BURLINGAME AVE SW	41-17-25-452-009	5038	CARSON AVE SW
41-18-19-327-063	360	BURT ST SE	41-17-25-454-009	5148	CARSON AVE SW
41-18-19-302-046	150	BURT ST SE	41-17-25-452-012	5058	CARSON AVE SW
41-18-19-327-012	256	BURT ST SE	41-17-25-454-007	5138	CARSON AVE SW
41-18-19-327-011	252	BURT ST SE	41-17-25-452-007	5028	CARSON AVE SW
41-18-19-327-061	350	BURT ST SE	41-17-25-454-004	5130	CARSON AVE SW
41-18-19-327-007	236	BURT ST SE	41-17-25-451-016	5111	CARSON AVE SW
41-18-19-327-066	244	BURT ST SE	41-17-25-454-010	5158	CARSON AVE SW
41-18-19-327-027	364	BURT ST SE	41-17-25-451-034	5155	CARSON AVE SW
41-18-19-327-057	332	BURT ST SE	41-17-25-451-020	5129	CARSON AVE SW
41-18-19-327-058	224	BURT ST SE	41-17-25-454-011	5166	CARSON AVE SW
41-18-19-327-008	240	BURT ST SE	41-17-25-454-020	5134	CARSON AVE SW
41-18-19-327-021	338	BURT ST SE	41-17-25-452-008	5030	CARSON AVE SW
41-18-19-327-022	344	BURT ST SE	41-17-25-451-013	5051	CARSON AVE SW
41-18-19-327-013	302	BURT ST SE	41-17-25-451-029	5165	CARSON AVE SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 20-806

41-17-25-452-006	5020	CARSON AVE SW	41-17-10-305-015	2539	CENTRAL AVE SW
41-17-25-454-002	5110	CARSON AVE SW	41-17-10-353-002	2606	CENTRAL AVE SW
41-17-25-454-003	5120	CARSON AVE SW	41-17-10-306-022	2540	CENTRAL AVE SW
41-17-25-454-001	5102	CARSON AVE SW	41-17-10-305-009	2501	CENTRAL AVE SW
41-17-25-454-008	5142	CARSON AVE SW	41-17-10-353-005	2624	CENTRAL AVE SW
41-17-25-451-031	5169	CARSON AVE SW	41-17-10-305-016	2547	CENTRAL AVE SW
41-17-25-452-011	5052	CARSON AVE SW	41-17-10-353-001	2602	CENTRAL AVE SW
41-17-25-451-019	5127	CARSON AVE SW	41-17-10-352-008	2609	CENTRAL AVE SW
41-17-25-451-015	5109	CARSON AVE SW	41-17-10-353-004	2618	CENTRAL AVE SW
41-17-25-451-014	5109	CARSON AVE SW	41-17-10-308-015	2555	CHERRYWOOD CT SW
41-17-25-451-025	5157	CARSON AVE SW	41-17-10-308-011	2513	CHERRYWOOD CT SW
41-17-25-451-018	5123	CARSON AVE SW	41-17-10-308-013	2533	CHERRYWOOD CT SW
41-17-25-451-017	5113	CARSON AVE SW	41-17-10-308-014	2545	CHERRYWOOD CT SW
41-17-10-356-009	2663	CENTRAL AVE SW	41-17-10-308-012	2517	CHERRYWOOD CT SW
41-17-10-356-012	2669	CENTRAL AVE SW	41-17-10-308-016	2565	CHERRYWOOD CT SW
41-17-10-357-014	2666	CENTRAL AVE SW	41-17-25-455-006	5128	CISNE AVE SW
41-17-10-352-009	2617	CENTRAL AVE SW	41-17-25-454-025	5161	CISNE AVE SW
41-17-10-352-010	2625	CENTRAL AVE SW	41-17-25-454-024	5157	CISNE AVE SW
41-17-10-306-019	2510	CENTRAL AVE SW	41-17-25-454-026	5165	CISNE AVE SW
41-17-10-352-011	2631	CENTRAL AVE SW	41-17-25-454-021	5135	CISNE AVE SW
41-17-10-305-014	2535	CENTRAL AVE SW	41-17-25-452-018	5061	CISNE AVE SW
41-17-10-352-007	2601	CENTRAL AVE SW	41-17-25-453-028	5028	CISNE AVE SW
41-17-10-306-017	2502	CENTRAL AVE SW	41-17-25-454-023	5147	CISNE AVE SW
41-17-10-306-018	2506	CENTRAL AVE SW	41-17-25-454-017	5129	CISNE AVE SW
41-17-10-305-017	2505	CENTRAL AVE SW	41-17-25-452-021	5021	CISNE AVE SW
41-17-10-353-003	2612	CENTRAL AVE SW	41-17-25-454-015	5121	CISNE AVE SW
41-17-10-356-008	2651	CENTRAL AVE SW	41-17-25-453-014	5068	CISNE AVE SW
41-17-10-303-017	2473	CENTRAL AVE SW	41-17-25-453-012	5058	CISNE AVE SW
41-17-10-305-013	2529	CENTRAL AVE SW	41-17-25-452-019	5069	CISNE AVE SW
41-17-10-305-012	2521	CENTRAL AVE SW	41-17-25-452-022	5025	CISNE AVE SW
41-17-10-357-003	2660	CENTRAL AVE SW	41-17-25-455-027	5164	CISNE AVE SW
41-17-10-356-010	2665	CENTRAL AVE SW	41-17-25-455-004	5120	CISNE AVE SW
41-17-10-306-016	2476	CENTRAL AVE SW	41-17-25-455-005	5122	CISNE AVE SW
41-17-10-356-007	2641	CENTRAL AVE SW	41-17-25-455-003	5118	CISNE AVE SW
41-17-10-356-011	2667	CENTRAL AVE SW	41-17-25-454-014	5119	CISNE AVE SW
41-17-10-306-015	2474	CENTRAL AVE SW	41-17-25-453-013	5062	CISNE AVE SW
41-17-10-357-006	2670	CENTRAL AVE SW	41-17-25-452-015	5039	CISNE AVE SW
41-17-10-357-002	2646	CENTRAL AVE SW	41-17-25-452-014	5033	CISNE AVE SW
41-17-10-353-006	2630	CENTRAL AVE SW	41-17-25-454-012	5103	CISNE AVE SW
41-17-10-306-047	2534	CENTRAL AVE SW	41-17-25-455-008	5146	CISNE AVE SW
41-17-10-306-053	2520	CENTRAL AVE SW	41-17-25-455-010	5160	CISNE AVE SW
41-17-10-305-018	2511	CENTRAL AVE SW	41-17-25-452-017	5059	CISNE AVE SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 20-806

41-17-25-454-016	5125	CISNE AVE SW	41-17-22-351-002	2370	CRESTVIEW DR SW
41-17-25-454-022	5139	CISNE AVE SW	41-17-22-351-001	2400	CRESTVIEW DR SW
41-17-25-453-007	5018	CISNE AVE SW	41-17-22-351-003	2358	CRESTVIEW DR SW
41-17-25-453-030	5038	CISNE AVE SW	41-17-22-351-026	2280	CRESTVIEW DR SW
41-17-25-455-024	5102	CISNE AVE SW	41-17-22-351-005	2332	CRESTVIEW DR SW
41-17-25-455-007	5136	CISNE AVE SW	41-17-22-303-004	2357	CRESTVIEW DR SW
41-17-25-454-013	5111	CISNE AVE SW	41-17-22-351-007	2306	CRESTVIEW DR SW
41-17-25-455-009	5152	CISNE AVE SW	41-17-22-351-010	2390	CRESTVIEW DR SW
41-17-23-227-095	3747	CLYDE PARK AVE SW	41-17-22-351-008	2286	CRESTVIEW DR SW
41-17-13-301-025	3408	CLYDE PARK AVE SW	41-17-22-303-003	2369	CRESTVIEW DR SW
41-17-23-227-094	3741	CLYDE PARK AVE SW	41-17-11-451-001	2626	DE HOOP AVE SW
41-17-13-301-015	3308	CLYDE PARK AVE SW	41-17-11-452-016	2738	DONCASTER AVE SW
41-17-13-301-026	3420	CLYDE PARK AVE SW	41-17-11-452-013	2710	DONCASTER AVE SW
41-17-23-226-036	3705	CLYDE PARK AVE SW	41-17-11-451-012	2637	DONCASTER AVE SW
41-17-13-301-020	3338	CLYDE PARK AVE SW	41-17-11-451-014	2673	DONCASTER AVE SW
41-17-23-227-019	3733	CLYDE PARK AVE SW	41-17-11-452-008	2638	DONCASTER AVE SW
41-17-13-353-001	3480	CLYDE PARK AVE SW	41-17-11-451-018	2723	DONCASTER AVE SW
41-17-13-301-024	3404	CLYDE PARK AVE SW	41-17-11-452-009	2644	DONCASTER AVE SW
41-17-13-301-008	3244	CLYDE PARK AVE SW	41-17-11-452-011	2704	DONCASTER AVE SW
41-17-23-276-022	3811	CLYDE PARK AVE SW	41-17-11-451-013	2651	DONCASTER AVE SW
41-17-13-301-018	3326	CLYDE PARK AVE SW	41-17-11-451-017	2715	DONCASTER AVE SW
41-17-13-301-021	3344	CLYDE PARK AVE SW	41-17-11-451-015	2705	DONCASTER AVE SW
41-17-13-301-014	3300	CLYDE PARK AVE SW	41-17-11-451-009	2611	DONCASTER AVE SW
41-17-13-301-017	3320	CLYDE PARK AVE SW	41-17-11-452-015	2724	DONCASTER AVE SW
41-17-23-226-037	3709	CLYDE PARK AVE SW	41-17-11-452-014	2718	DONCASTER AVE SW
41-17-13-301-019	3332	CLYDE PARK AVE SW	41-17-11-451-010	2621	DONCASTER AVE SW
41-17-13-301-011	3262	CLYDE PARK AVE SW	41-17-11-452-006	2624	DONCASTER AVE SW
41-17-13-301-009	3250	CLYDE PARK AVE SW	41-17-11-451-016	2707	DONCASTER AVE SW
41-17-13-301-010	3256	CLYDE PARK AVE SW	41-17-11-451-011	2625	DONCASTER AVE SW
41-17-13-301-006	3232	CLYDE PARK AVE SW	41-17-11-452-007	2630	DONCASTER AVE SW
41-17-13-301-005	3226	CLYDE PARK AVE SW	41-17-11-452-012	2708	DONCASTER AVE SW
41-17-13-301-013	3274	CLYDE PARK AVE SW	41-17-11-452-005	2616	DONCASTER AVE SW
41-17-13-301-022	3350	CLYDE PARK AVE SW	41-17-11-452-004	2610	DONCASTER AVE SW
41-17-13-301-023	3400	CLYDE PARK AVE SW	41-17-11-452-010	2652	DONCASTER AVE SW
41-17-13-301-016	3314	CLYDE PARK AVE SW	41-17-23-210-006	3716	DUNBAR AVE SW
41-17-13-301-012	3268	CLYDE PARK AVE SW	41-17-23-211-001	3802	DUNBAR AVE SW
41-17-13-301-004	3220	CLYDE PARK AVE SW	41-17-23-303-022	4190	EMMA AVE SW
41-17-13-301-007	3238	CLYDE PARK AVE SW	41-17-23-303-025	4137	EMMA AVE SW
41-17-13-352-011	3470	CLYDE PARK AVE SW	41-17-23-303-027	4161	EMMA AVE SW
41-17-13-352-001	3460	CLYDE PARK AVE SW	41-17-23-303-008	4115	EMMA AVE SW
41-17-22-351-004	2346	CRESTVIEW DR SW	41-17-23-303-029	4197	EMMA AVE SW
41-17-22-351-006	2320	CRESTVIEW DR SW	41-17-23-303-030	4166	EMMA AVE SW

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41-17-23-303-026	4149	EMMA AVE SW	41-17-10-351-008	2619	FOREST GROVE AVE SW
41-17-23-302-019	4120	EMMA AVE SW	41-17-10-304-013	2521	FOREST GROVE AVE SW
41-17-23-302-018	4110	EMMA AVE SW	41-17-10-351-006	2611	FOREST GROVE AVE SW
41-17-23-303-021	4173	EMMA AVE SW	41-17-10-356-006	2672	FOREST GROVE AVE SW
41-17-23-303-028	4185	EMMA AVE SW	41-17-10-305-002	2506	FOREST GROVE AVE SW
41-17-23-303-038	1513	EMMA CT SW	41-17-10-356-005	2666	FOREST GROVE AVE SW
41-17-23-303-032	1488	EMMA CT SW	41-17-10-304-008	2501	FOREST GROVE AVE SW
41-17-23-303-031	1500	EMMA CT SW	41-17-10-356-002	2646	FOREST GROVE AVE SW
41-17-23-303-037	1501	EMMA CT SW	41-17-10-355-009	2659	FOREST GROVE AVE SW
41-17-23-328-033	4151	FLAMINGO AVE SW	41-17-10-305-001	2500	FOREST GROVE AVE SW
41-17-23-377-014	4291	FLAMINGO AVE SW	41-17-10-351-005	2605	FOREST GROVE AVE SW
41-17-23-377-012	4275	FLAMINGO AVE SW	41-17-10-355-006	2641	FOREST GROVE AVE SW
41-17-14-332-010	3384	FLAMINGO AVE SW	41-17-10-352-003	2614	FOREST GROVE AVE SW
41-17-23-377-005	4209	FLAMINGO AVE SW	41-17-10-351-007	2615	FOREST GROVE AVE SW
41-17-23-328-037	4189	FLAMINGO AVE SW	41-17-10-355-007	2645	FOREST GROVE AVE SW
41-17-14-332-020	3344	FLAMINGO AVE SW	41-17-10-355-008	2649	FOREST GROVE AVE SW
41-17-23-377-010	4255	FLAMINGO AVE SW	41-17-10-351-011	2629	FOREST GROVE AVE SW
41-17-23-328-032	4143	FLAMINGO AVE SW	41-17-10-352-006	2632	FOREST GROVE AVE SW
41-17-14-332-018	3340	FLAMINGO AVE SW	41-17-10-352-005	2626	FOREST GROVE AVE SW
41-17-23-377-011	4265	FLAMINGO AVE SW	41-17-10-304-009	2507	FOREST GROVE AVE SW
41-17-23-377-009	4247	FLAMINGO AVE SW	41-17-10-305-007	2526	FOREST GROVE AVE SW
41-17-14-332-008	3368	FLAMINGO AVE SW	41-17-10-304-011	2513	FOREST GROVE AVE SW
41-17-23-328-034	4161	FLAMINGO AVE SW	41-17-10-352-001	2604	FOREST GROVE AVE SW
41-17-23-377-013	4283	FLAMINGO AVE SW	41-17-10-304-012	2515	FOREST GROVE AVE SW
41-17-14-332-011	3392	FLAMINGO AVE SW	41-17-10-352-002	2610	FOREST GROVE AVE SW
41-17-14-332-006	3356	FLAMINGO AVE SW	41-17-10-305-003	2510	FOREST GROVE AVE SW
41-17-23-328-036	4179	FLAMINGO AVE SW	41-17-10-303-010	2470	FOREST GROVE AVE SW
41-17-14-332-009	3380	FLAMINGO AVE SW	41-17-10-305-004	2512	FOREST GROVE AVE SW
41-17-23-328-035	4169	FLAMINGO AVE SW	41-17-10-356-003	2650	FOREST GROVE AVE SW
41-17-23-377-006	4217	FLAMINGO AVE SW	41-17-10-355-010	2671	FOREST GROVE AVE SW
41-17-23-328-031	4133	FLAMINGO AVE SW	41-17-10-355-011	2675	FOREST GROVE AVE SW
41-17-23-328-029	4113	FLAMINGO AVE SW	41-17-10-304-010	2511	FOREST GROVE AVE SW
41-17-23-377-008	4237	FLAMINGO AVE SW	41-17-10-305-006	2520	FOREST GROVE AVE SW
41-17-14-332-007	3362	FLAMINGO AVE SW	41-17-10-352-004	2620	FOREST GROVE AVE SW
41-17-14-332-019	3342	FLAMINGO AVE SW	41-17-28-452-002	2747	GOLFBURY DR SW
41-17-14-332-021	3348	FLAMINGO AVE SW	41-17-28-452-001	2759	GOLFBURY DR SW
41-17-23-377-007	4227	FLAMINGO AVE SW	41-17-22-376-003	2145	GREENVIEW CT SW
41-17-23-328-030	4123	FLAMINGO AVE SW	41-17-22-376-002	2153	GREENVIEW CT SW
41-17-10-302-011	2469	FOREST GROVE AVE SW	41-17-22-354-013	2232	GREENVIEW DR SW
41-17-10-356-004	2660	FOREST GROVE AVE SW	41-17-22-351-015	2327	GREENVIEW DR SW
41-17-10-356-001	2640	FOREST GROVE AVE SW	41-17-22-354-008	2262	GREENVIEW DR SW
41-17-10-305-005	2514	FOREST GROVE AVE SW	41-17-22-354-065	2244	GREENVIEW DR SW

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41-17-22-353-011	2249	GREENVIEW DR SW	41-17-25-476-010	5120	HAUGHEY AVE SW
41-17-22-352-001	2386	GREENVIEW DR SW	41-17-25-476-027	5146	HAUGHEY AVE SW
41-17-22-354-012	2238	GREENVIEW DR SW	41-17-25-476-009	5110	HAUGHEY AVE SW
41-17-22-351-014	2339	GREENVIEW DR SW	41-17-25-455-025	5135	HAUGHEY AVE SW
41-17-22-353-016	2209	GREENVIEW DR SW	41-17-25-453-022	5063	HAUGHEY AVE SW
41-17-22-378-002	2208	GREENVIEW DR SW	41-17-25-453-016	5023	HAUGHEY AVE SW
41-17-22-353-012	2241	GREENVIEW DR SW	41-17-25-476-012	5140	HAUGHEY AVE SW
41-17-22-352-002	2364	GREENVIEW DR SW	41-17-25-455-029	5109	HAUGHEY AVE SW
41-17-22-354-014	2226	GREENVIEW DR SW	41-17-25-453-017	5029	HAUGHEY AVE SW
41-17-22-353-013	2235	GREENVIEW DR SW	41-17-23-353-001	4210	HAVANA AVE SW
41-17-22-352-003	2354	GREENVIEW DR SW	41-17-23-353-003	4230	HAVANA AVE SW
41-17-22-354-016	2218	GREENVIEW DR SW	41-17-23-353-010	4296	HAVANA AVE SW
41-17-22-353-015	2217	GREENVIEW DR SW	41-17-23-353-005	4250	HAVANA AVE SW
41-17-22-378-001	2214	GREENVIEW DR SW	41-17-23-353-011	4276	HAVANA AVE SW
41-17-22-354-009	2256	GREENVIEW DR SW	41-17-23-353-002	4220	HAVANA AVE SW
41-17-22-351-012	2363	GREENVIEW DR SW	41-17-23-353-007	4268	HAVANA AVE SW
41-17-22-351-016	2315	GREENVIEW DR SW	41-17-23-353-012	4286	HAVANA AVE SW
41-17-22-353-014	2225	GREENVIEW DR SW	41-17-23-353-006	4258	HAVANA AVE SW
41-17-22-351-011	2373	GREENVIEW DR SW	41-17-23-353-004	4240	HAVANA AVE SW
41-17-22-351-013	2351	GREENVIEW DR SW	41-17-14-404-017	3335	HERMAN AVE SW
41-17-22-354-015	2222	GREENVIEW DR SW	41-17-14-403-002	3315	HERMAN AVE SW
41-17-22-353-010	2255	GREENVIEW DR SW	41-17-14-403-003	3321	HERMAN AVE SW
41-17-22-352-004	2344	GREENVIEW DR SW	41-17-14-403-001	3307	HERMAN AVE SW
41-17-22-354-010	2250	GREENVIEW DR SW	41-17-14-404-019	3351	HERMAN AVE SW
41-17-22-352-005	2330	GREENVIEW DR SW	41-17-14-404-018	3343	HERMAN AVE SW
41-17-25-453-018	5035	HAUGHEY AVE SW	41-17-23-327-013	4124	HERON AVE SW
41-17-25-455-021	5169	HAUGHEY AVE SW	41-17-23-327-015	4140	HERON AVE SW
41-17-25-455-026	5143	HAUGHEY AVE SW	41-17-23-326-016	4169	HERON AVE SW
41-17-25-455-015	5115	HAUGHEY AVE SW	41-17-23-327-019	4180	HERON AVE SW
41-17-25-455-022	5179	HAUGHEY AVE SW	41-17-23-327-017	4160	HERON AVE SW
41-17-25-453-019	5039	HAUGHEY AVE SW	41-17-23-326-017	4181	HERON AVE SW
41-17-25-476-028	5160	HAUGHEY AVE SW	41-17-23-326-014	4149	HERON AVE SW
41-17-25-476-007	5080	HAUGHEY AVE SW	41-17-23-326-011	4123	HERON AVE SW
41-17-25-476-026	5100	HAUGHEY AVE SW	41-17-23-326-013	4139	HERON AVE SW
41-17-25-455-012	5103	HAUGHEY AVE SW	41-17-23-326-010	4113	HERON AVE SW
41-17-25-455-020	5149	HAUGHEY AVE SW	41-17-23-326-015	4159	HERON AVE SW
41-17-25-455-028	5189	HAUGHEY AVE SW	41-17-23-326-018	4191	HERON AVE SW
41-17-25-453-021	5055	HAUGHEY AVE SW	41-17-23-327-016	4150	HERON AVE SW
41-17-25-476-022	5020	HAUGHEY AVE SW	41-17-23-327-014	4134	HERON AVE SW
41-17-25-453-015	5021	HAUGHEY AVE SW	41-17-23-327-018	4170	HERON AVE SW
41-17-25-455-017	5129	HAUGHEY AVE SW	41-17-23-326-012	4133	HERON AVE SW
41-17-25-455-016	5121	HAUGHEY AVE SW	41-17-23-327-020	4190	HERON AVE SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 20-806

41-17-23-327-012	4114	HERON AVE SW	41-17-22-354-053	2326	HOLLIDAY DR SW
41-17-13-305-008	3229	HIGHGATE AVE SW	41-17-22-351-021	2219	HOLLIDAY DR SW
41-17-13-305-007	3227	HIGHGATE AVE SW	41-17-22-351-022	2213	HOLLIDAY DR SW
41-17-13-326-011	3218	HIGHGATE AVE SW	41-17-22-353-004	2222	HOLLIDAY DR SW
41-17-13-326-017	3246	HIGHGATE AVE SW	41-17-22-352-013	2301	HOLLIDAY DR SW
41-17-13-305-016	3233	HIGHGATE AVE SW	41-17-22-353-001	2246	HOLLIDAY DR SW
41-17-13-326-008	3210	HIGHGATE AVE SW	41-17-22-376-001	2209	HOLLIDAY DR SW
41-17-13-305-013	3325	HIGHGATE AVE SW	41-17-22-353-003	2230	HOLLIDAY DR SW
41-17-13-326-007	3206	HIGHGATE AVE SW	41-17-22-354-006	2314	HOLLIDAY DR SW
41-17-13-326-010	3214	HIGHGATE AVE SW	41-17-22-352-008	2343	HOLLIDAY DR SW
41-17-13-305-003	3211	HIGHGATE AVE SW	41-17-22-354-058	2356	HOLLIDAY DR SW
41-17-13-305-014	3245	HIGHGATE AVE SW	41-17-13-326-028	3235	HOMECREST AVE SW
41-17-13-326-014	3226	HIGHGATE AVE SW	41-17-13-326-022	3213	HOMECREST AVE SW
41-17-13-326-039	3222	HIGHGATE AVE SW	41-17-13-326-025	3223	HOMECREST AVE SW
41-17-13-305-006	3223	HIGHGATE AVE SW	41-17-13-326-032	3245	HOMECREST AVE SW
41-17-13-305-004	3215	HIGHGATE AVE SW	41-17-13-326-027	3231	HOMECREST AVE SW
41-17-13-326-046	3240	HIGHGATE AVE SW	41-17-13-326-040	3203	HOMECREST AVE SW
41-17-13-305-005	3219	HIGHGATE AVE SW	41-17-13-326-021	3209	HOMECREST AVE SW
41-17-13-326-009	3212	HIGHGATE AVE SW	41-17-13-326-030	3239	HOMECREST AVE SW
41-17-13-326-045	3236	HIGHGATE AVE SW	41-17-13-326-029	3237	HOMECREST AVE SW
41-17-13-305-015	3301	HIGHGATE AVE SW	41-17-13-326-018	3201	HOMECREST AVE SW
41-17-13-326-015	3230	HIGHGATE AVE SW	41-17-13-326-026	3227	HOMECREST AVE SW
41-17-13-305-011	3241	HIGHGATE AVE SW	41-17-13-326-041	3221	HOMECREST AVE SW
41-17-22-353-007	2206	HOLLIDAY DR SW	41-17-13-326-031	3241	HOMECREST AVE SW
41-17-22-353-009	2260	HOLLIDAY DR SW	41-18-19-329-003	4200	JEFFERSON AVE SE
41-17-22-351-027	2237	HOLLIDAY DR SW	41-18-19-329-001	4140	JEFFERSON AVE SE
41-17-22-352-012	2315	HOLLIDAY DR SW	41-18-19-328-026	4124	JEFFERSON AVE SE
41-17-22-353-005	2216	HOLLIDAY DR SW	41-18-19-328-025	4114	JEFFERSON AVE SE
41-17-22-354-002	2346	HOLLIDAY DR SW	41-18-19-327-059	4060	JEFFERSON AVE SE
41-17-22-353-006	2212	HOLLIDAY DR SW	41-18-19-328-024	4104	JEFFERSON AVE SE
41-17-22-354-067	2334	HOLLIDAY DR SW	41-18-19-329-002	4160	JEFFERSON AVE SE
41-17-22-353-008	2200	HOLLIDAY DR SW	41-17-11-453-033	2753	JENKINS AVE SW
41-17-22-378-003	2160	HOLLIDAY DR SW	41-17-11-476-006	2710	JENKINS AVE SW
41-17-22-352-009	2335	HOLLIDAY DR SW	41-17-11-476-005	2706	JENKINS AVE SW
41-17-22-351-018	2249	HOLLIDAY DR SW	41-17-22-374-006	2245	KNICKERBOCKER ST SW
41-17-22-351-017	2263	HOLLIDAY DR SW	41-17-22-378-008	2197	KNICKERBOCKER ST SW
41-17-22-354-007	2300	HOLLIDAY DR SW	41-17-22-374-008	2221	KNICKERBOCKER ST SW
41-17-22-354-054	2320	HOLLIDAY DR SW	41-17-22-374-007	2233	KNICKERBOCKER ST SW
41-17-22-352-007	2349	HOLLIDAY DR SW	41-17-22-374-009	2209	KNICKERBOCKER ST SW
41-17-22-353-002	2236	HOLLIDAY DR SW	41-17-11-403-019	1029	LOCKSLEY DR SW
41-17-22-352-011	2323	HOLLIDAY DR SW	41-17-11-452-002	1106	LOCKSLEY DR SW
41-17-22-352-010	2329	HOLLIDAY DR SW	41-17-11-403-018	1035	LOCKSLEY DR SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 20-806

41-17-11-402-034	1159	LOCKSLEY DR SW	41-18-19-401-005	4030	MADISON AVE SE
41-17-11-403-017	1041	LOCKSLEY DR SW	41-18-19-401-004	4024	MADISON AVE SE
41-17-11-404-003	1030	LOCKSLEY DR SW	41-18-19-402-025	4124	MADISON AVE SE
41-17-11-402-040	1123	LOCKSLEY DR SW	41-18-19-402-024	4118	MADISON AVE SE
41-17-11-404-004	1020	LOCKSLEY DR SW	41-18-19-402-030	4176	MADISON AVE SE
41-17-11-404-005	1010	LOCKSLEY DR SW	41-18-19-328-083	4161	MADISON AVE SE
41-17-11-402-036	1141	LOCKSLEY DR SW	41-18-19-402-018	4172	MADISON AVE SE
41-17-11-403-021	1021	LOCKSLEY DR SW	41-18-19-328-052	4143	MADISON AVE SE
41-17-11-402-044	1101	LOCKSLEY DR SW	41-18-19-402-028	4142	MADISON AVE SE
41-17-11-404-001	1050	LOCKSLEY DR SW	41-18-19-401-003	4022	MADISON AVE SE
41-17-11-451-003	1146	LOCKSLEY DR SW	41-18-19-328-051	4137	MADISON AVE SE
41-17-11-451-005	1134	LOCKSLEY DR SW	41-18-19-402-021	4110	MADISON AVE SE
41-17-11-402-035	1149	LOCKSLEY DR SW	41-18-19-402-002	4108	MADISON AVE SE
41-17-11-403-020	1025	LOCKSLEY DR SW	41-18-19-402-020	4164	MADISON AVE SE
41-17-11-402-041	1117	LOCKSLEY DR SW	41-18-19-328-042	4111	MADISON AVE SE
41-17-11-402-037	1135	LOCKSLEY DR SW	41-17-23-351-009	1477	MAPLELAWN ST SW
41-17-11-403-022	1013	LOCKSLEY DR SW	41-17-23-351-008	1487	MAPLELAWN ST SW
41-17-11-402-039	1129	LOCKSLEY DR SW	41-17-23-354-041	1570	MAPLELAWN ST SW
41-17-11-402-038	1131	LOCKSLEY DR SW	41-17-23-351-003	1543	MAPLELAWN ST SW
41-17-11-402-042	1113	LOCKSLEY DR SW	41-17-23-351-011	1455	MAPLELAWN ST SW
41-17-11-403-016	1047	LOCKSLEY DR SW	41-17-23-352-004	1480	MAPLELAWN ST SW
41-17-11-451-002	1152	LOCKSLEY DR SW	41-17-23-351-004	1531	MAPLELAWN ST SW
41-17-11-451-004	1142	LOCKSLEY DR SW	41-17-23-352-003	1490	MAPLELAWN ST SW
41-17-11-404-002	1040	LOCKSLEY DR SW	41-17-23-354-003	1560	MAPLELAWN ST SW
41-17-11-402-043	1107	LOCKSLEY DR SW	41-17-23-354-039	1590	MAPLELAWN ST SW
41-17-11-452-001	1116	LOCKSLEY DR SW	41-17-23-351-018	1577	MAPLELAWN ST SW
41-18-19-402-023	4114	MADISON AVE SE	41-17-23-351-010	1465	MAPLELAWN ST SW
41-18-19-402-031	4102	MADISON AVE SE	41-17-23-354-034	1580	MAPLELAWN ST SW
41-18-19-328-044	4119	MADISON AVE SE	41-17-23-351-005	1521	MAPLELAWN ST SW
41-18-19-402-014	4156	MADISON AVE SE	41-17-23-351-012	1445	MAPLELAWN ST SW
41-18-19-402-012	4146	MADISON AVE SE	41-17-23-352-002	1500	MAPLELAWN ST SW
41-18-19-401-009	4042	MADISON AVE SE	41-17-23-351-006	1511	MAPLELAWN ST SW
41-18-19-402-026	4128	MADISON AVE SE	41-17-23-352-009	1434	MAPLELAWN ST SW
41-18-19-402-022	4112	MADISON AVE SE	41-17-23-352-006	1462	MAPLELAWN ST SW
41-18-19-328-076	4151	MADISON AVE SE	41-17-23-351-007	1501	MAPLELAWN ST SW
41-18-19-402-027	4132	MADISON AVE SE	41-17-23-352-008	1444	MAPLELAWN ST SW
41-18-19-402-013	4154	MADISON AVE SE	41-17-23-351-002	1565	MAPLELAWN ST SW
41-18-19-402-029	4144	MADISON AVE SE	41-17-23-351-017	1589	MAPLELAWN ST SW
41-18-19-328-050	4133	MADISON AVE SE	41-17-23-354-006	1538	MAPLELAWN ST SW
41-18-19-402-017	4168	MADISON AVE SE	41-17-23-352-007	1452	MAPLELAWN ST SW
41-18-19-328-043	4115	MADISON AVE SE	41-17-23-351-013	1435	MAPLELAWN ST SW
41-18-19-401-010	4050	MADISON AVE SE	41-17-23-352-005	1472	MAPLELAWN ST SW

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41-17-23-276-014	857	MARCIA ST SW	41-17-13-301-041	3403	MC KEE AVE SW
41-17-23-276-009	919	MARCIA ST SW	41-17-13-301-036	3325	MC KEE AVE SW
41-17-23-276-008	925	MARCIA ST SW	41-17-13-302-019	3408	MC KEE AVE SW
41-17-23-276-005	941	MARCIA ST SW	41-17-13-301-027	3221	MC KEE AVE SW
41-17-23-276-011	907	MARCIA ST SW	41-17-13-302-016	3348	MC KEE AVE SW
41-17-23-276-020	823	MARCIA ST SW	41-17-13-302-014	3332	MC KEE AVE SW
41-17-23-276-018	835	MARCIA ST SW	41-17-13-302-011	3308	MC KEE AVE SW
41-17-23-276-007	929	MARCIA ST SW	41-17-13-301-039	3349	MC KEE AVE SW
41-17-23-211-006	1029	MARCIA ST SW	41-17-13-301-032	3261	MC KEE AVE SW
41-17-23-276-015	851	MARCIA ST SW	41-17-13-302-017	3356	MC KEE AVE SW
41-17-23-276-003	953	MARCIA ST SW	41-17-13-301-030	3245	MC KEE AVE SW
41-17-23-276-021	817	MARCIA ST SW	41-17-13-301-035	3317	MC KEE AVE SW
41-17-23-276-017	841	MARCIA ST SW	41-17-13-301-038	3341	MC KEE AVE SW
41-17-23-276-012	903	MARCIA ST SW	41-17-13-302-010	3300	MC KEE AVE SW
41-17-23-276-002	959	MARCIA ST SW	41-17-13-302-015	3340	MC KEE AVE SW
41-17-23-276-004	947	MARCIA ST SW	41-17-13-301-031	3253	MC KEE AVE SW
41-17-23-211-010	1005	MARCIA ST SW	41-17-13-302-020	3416	MC KEE AVE SW
41-17-23-211-009	1011	MARCIA ST SW	41-17-13-302-007	3244	MC KEE AVE SW
41-17-23-211-007	1021	MARCIA ST SW	41-17-14-332-015	3331	MICHAEL AVE SW
41-17-23-276-016	847	MARCIA ST SW	41-17-14-332-016	3343	MICHAEL AVE SW
41-17-23-211-008	1017	MARCIA ST SW	41-17-14-332-014	3323	MICHAEL AVE SW
41-17-23-276-006	935	MARCIA ST SW	41-17-14-327-020	3261	MICHAEL AVE SW
41-17-23-276-019	829	MARCIA ST SW	41-17-14-327-010	3231	MICHAEL AVE SW
41-17-23-276-010	913	MARCIA ST SW	41-17-14-332-013	3317	MICHAEL AVE SW
41-17-23-276-013	863	MARCIA ST SW	41-17-14-327-011	3243	MICHAEL AVE SW
41-17-13-301-037	3333	MC KEE AVE SW	41-17-14-327-012	3255	MICHAEL AVE SW
41-17-13-302-021	3424	MC KEE AVE SW	41-17-14-332-017	3353	MICHAEL AVE SW
41-17-13-302-008	3252	MC KEE AVE SW	41-17-14-332-012	3313	MICHAEL AVE SW
41-17-13-301-042	3411	MC KEE AVE SW	41-17-10-358-013	2185	NEWPORT ST SW
41-17-13-301-043	3425	MC KEE AVE SW	41-17-11-453-003	2638	NEWSTEAD AVE SW
41-17-13-301-033	3303	MC KEE AVE SW	41-17-11-452-021	2627	NEWSTEAD AVE SW
41-17-13-301-028	3229	MC KEE AVE SW	41-17-11-452-034	2737	NEWSTEAD AVE SW
41-17-13-302-004	3220	MC KEE AVE SW	41-17-11-452-028	2703	NEWSTEAD AVE SW
41-17-13-302-018	3400	MC KEE AVE SW	41-17-11-452-003	2561	NEWSTEAD AVE SW
41-17-13-301-034	3309	MC KEE AVE SW	41-17-11-453-008	2702	NEWSTEAD AVE SW
41-17-13-301-029	3237	MC KEE AVE SW	41-17-11-453-006	2656	NEWSTEAD AVE SW
41-17-13-302-009	3260	MC KEE AVE SW	41-17-11-452-027	2663	NEWSTEAD AVE SW
41-17-13-302-012	3316	MC KEE AVE SW	41-17-11-402-045	2541	NEWSTEAD AVE SW
41-17-13-302-006	3236	MC KEE AVE SW	41-17-11-452-029	2709	NEWSTEAD AVE SW
41-17-13-301-040	3357	MC KEE AVE SW	41-17-11-452-019	2615	NEWSTEAD AVE SW
41-17-13-302-013	3324	MC KEE AVE SW	41-17-11-452-023	2639	NEWSTEAD AVE SW
41-17-13-302-005	3228	MC KEE AVE SW	41-17-11-403-015	2542	NEWSTEAD AVE SW

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41-17-11-452-018	2607	NEWSTEAD AVE SW	41-17-23-227-001	948	OAKCREST ST SW
41-17-11-452-022	2633	NEWSTEAD AVE SW	41-17-23-227-016	830	OAKCREST ST SW
41-17-11-452-032	2729	NEWSTEAD AVE SW	41-17-23-226-020	935	OAKCREST ST SW
41-17-11-453-005	2650	NEWSTEAD AVE SW	41-17-23-227-012	860	OAKCREST ST SW
41-17-11-452-020	2621	NEWSTEAD AVE SW	41-17-23-227-013	852	OAKCREST ST SW
41-17-11-453-013	2732	NEWSTEAD AVE SW	41-17-23-210-001	1032	OAKCREST ST SW
41-17-11-452-030	2715	NEWSTEAD AVE SW	41-17-23-205-009	1011	OAKCREST ST SW
41-17-11-452-026	2657	NEWSTEAD AVE SW	41-17-23-226-024	911	OAKCREST ST SW
41-17-11-404-007	2562	NEWSTEAD AVE SW	41-17-23-226-019	941	OAKCREST ST SW
41-17-11-453-002	2632	NEWSTEAD AVE SW	41-17-23-226-032	831	OAKCREST ST SW
41-17-11-452-025	2651	NEWSTEAD AVE SW	41-17-23-210-005	1004	OAKCREST ST SW
41-17-11-452-024	2645	NEWSTEAD AVE SW	41-17-23-226-025	907	OAKCREST ST SW
41-17-11-453-012	2728	NEWSTEAD AVE SW	41-17-23-226-033	817	OAKCREST ST SW
41-17-11-453-014	2736	NEWSTEAD AVE SW	41-17-23-210-004	1010	OAKCREST ST SW
41-17-11-452-031	2721	NEWSTEAD AVE SW	41-17-23-226-045	987	OAKCREST ST SW
41-17-11-453-010	2714	NEWSTEAD AVE SW	41-17-23-227-002	942	OAKCREST ST SW
41-17-11-453-007	2662	NEWSTEAD AVE SW	41-17-23-226-026	903	OAKCREST ST SW
41-17-11-453-004	2644	NEWSTEAD AVE SW	41-17-23-227-003	936	OAKCREST ST SW
41-17-11-452-033	2733	NEWSTEAD AVE SW	41-17-23-227-006	918	OAKCREST ST SW
41-17-11-453-009	2708	NEWSTEAD AVE SW	41-17-28-425-008	2572	OAKVIEW DR SW
41-17-11-453-011	2720	NEWSTEAD AVE SW	41-17-28-425-009	2562	OAKVIEW DR SW
41-17-23-226-023	915	OAKCREST ST SW	41-17-23-327-031	4119	ORIOLE AVE SW
41-17-23-226-021	929	OAKCREST ST SW	41-17-23-327-030	4109	ORIOLE AVE SW
41-17-23-227-009	906	OAKCREST ST SW	41-17-23-328-017	4180	ORIOLE AVE SW
41-17-23-226-046	947	OAKCREST ST SW	41-17-23-327-038	4181	ORIOLE AVE SW
41-17-23-226-028	863	OAKCREST ST SW	41-17-23-327-033	4137	ORIOLE AVE SW
41-17-23-227-008	910	OAKCREST ST SW	41-17-23-328-013	4146	ORIOLE AVE SW
41-17-23-227-007	914	OAKCREST ST SW	41-17-23-328-011	4128	ORIOLE AVE SW
41-17-23-227-018	812	OAKCREST ST SW	41-17-23-327-035	4155	ORIOLE AVE SW
41-17-23-227-025	902	OAKCREST ST SW	41-17-23-327-034	4147	ORIOLE AVE SW
41-17-23-226-027	893	OAKCREST ST SW	41-17-23-328-012	4136	ORIOLE AVE SW
41-17-23-227-024	926	OAKCREST ST SW	41-17-23-328-009	4110	ORIOLE AVE SW
41-17-23-226-022	921	OAKCREST ST SW	41-17-23-328-010	4118	ORIOLE AVE SW
41-17-23-227-023	840	OAKCREST ST SW	41-17-23-327-032	4129	ORIOLE AVE SW
41-17-23-226-031	841	OAKCREST ST SW	41-17-23-328-015	4164	ORIOLE AVE SW
41-17-23-226-034	815	OAKCREST ST SW	41-17-23-327-039	4191	ORIOLE AVE SW
41-17-23-226-030	847	OAKCREST ST SW	41-17-23-328-014	4154	ORIOLE AVE SW
41-17-23-210-003	1016	OAKCREST ST SW	41-17-23-327-036	4165	ORIOLE AVE SW
41-17-23-227-017	816	OAKCREST ST SW	41-17-23-328-018	4190	ORIOLE AVE SW
41-17-23-226-029	853	OAKCREST ST SW	41-17-23-327-037	4173	ORIOLE AVE SW
41-17-23-227-027	866	OAKCREST ST SW	41-17-23-328-016	4170	ORIOLE AVE SW
41-17-23-210-002	1026	OAKCREST ST SW	41-17-11-476-016	2633	POE AVE SW

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41-17-11-476-042	2643	POE AVE SW	41-17-23-354-008	1534	SOUTHLAWN DR SW
41-17-11-476-019	2655	POE AVE SW	41-17-23-352-017	1445	SOUTHLAWN DR SW
41-17-11-476-015	2621	POE AVE SW	41-17-23-352-013	1481	SOUTHLAWN DR SW
41-17-11-476-041	2635	POE AVE SW	41-17-23-354-018	1444	SOUTHLAWN DR SW
41-18-19-403-016	4131	ROGER B CHAFFEE SE	41-17-23-354-009	1524	SOUTHLAWN DR SW
41-18-19-403-017	4181	ROGER B CHAFFEE SE	41-17-23-354-011	1510	SOUTHLAWN DR SW
41-18-19-403-009	4005	ROGER B CHAFFEE SE	41-17-23-352-018	1435	SOUTHLAWN DR SW
41-17-11-404-006	2541	ROGERS LANE AVE SW	41-17-23-352-011	1501	SOUTHLAWN DR SW
41-17-11-404-010	2553	ROGERS LANE AVE SW	41-17-23-354-010	1516	SOUTHLAWN DR SW
41-17-11-403-023	2531	ROGERS LANE AVE SW	41-17-23-352-010	1541	SOUTHLAWN DR SW
41-17-14-401-020	1083	ROYAL OAK ST SW	41-17-23-354-012	1500	SOUTHLAWN DR SW
41-17-14-401-004	1125	ROYAL OAK ST SW	41-17-23-354-016	1462	SOUTHLAWN DR SW
41-17-14-402-032	1126	ROYAL OAK ST SW	41-17-23-354-019	1434	SOUTHLAWN DR SW
41-17-14-402-005	1118	ROYAL OAK ST SW	41-17-23-352-016	1453	SOUTHLAWN DR SW
41-17-14-401-026	1025	ROYAL OAK ST SW	41-17-23-354-014	1480	SOUTHLAWN DR SW
41-17-14-402-008	1106	ROYAL OAK ST SW	41-17-23-354-015	1472	SOUTHLAWN DR SW
41-17-14-401-006	1113	ROYAL OAK ST SW	41-17-10-304-015	2335	THORNWOOD ST SW
41-17-14-401-023	1049	ROYAL OAK ST SW	41-17-10-305-008	2319	THORNWOOD ST SW
41-17-14-401-021	1061	ROYAL OAK ST SW	41-17-10-353-007	2250	THORNWOOD ST SW
41-17-14-401-030	1015	ROYAL OAK ST SW	41-17-10-308-017	2237	THORNWOOD ST SW
41-17-14-401-031	1005	ROYAL OAK ST SW	41-17-10-354-013	2240	THORNWOOD ST SW
41-17-14-327-023	1210	ROYAL OAK ST SW	41-17-10-354-001	2244	THORNWOOD ST SW
41-17-14-402-013	1044	ROYAL OAK ST SW	41-17-10-306-023	2255	THORNWOOD ST SW
41-17-14-401-037	1105	ROYAL OAK ST SW	41-17-10-351-001	2392	THORNWOOD ST SW
41-17-14-401-005	1119	ROYAL OAK ST SW	41-17-10-306-024	2251	THORNWOOD ST SW
41-17-14-401-024	1041	ROYAL OAK ST SW	41-17-10-304-014	2341	THORNWOOD ST SW
41-17-14-402-002	1130	ROYAL OAK ST SW	41-17-10-308-018	2229	THORNWOOD ST SW
41-17-14-402-030	1064	ROYAL OAK ST SW	41-17-28-425-007	4863	VALLEYRIDGE AVE SW
41-17-14-401-025	1035	ROYAL OAK ST SW	41-17-28-284-008	4775	VALLEYRIDGE AVE SW
41-17-14-402-017	1020	ROYAL OAK ST SW	41-17-28-284-007	4763	VALLEYRIDGE AVE SW
41-17-14-401-022	1055	ROYAL OAK ST SW	41-17-28-425-003	4823	VALLEYRIDGE AVE SW
41-17-14-402-006	1112	ROYAL OAK ST SW	41-17-28-425-024	4813	VALLEYRIDGE AVE SW
41-17-14-402-011	1052	ROYAL OAK ST SW	41-17-28-425-005	4843	VALLEYRIDGE AVE SW
41-17-14-327-006	1222	ROYAL OAK ST SW	41-17-28-425-006	4853	VALLEYRIDGE AVE SW
41-17-14-402-016	1028	ROYAL OAK ST SW	41-17-28-284-009	4787	VALLEYRIDGE AVE SW
41-17-23-354-013	1490	SOUTHLAWN DR SW	41-17-28-425-023	4803	VALLEYRIDGE AVE SW
41-17-23-352-015	1463	SOUTHLAWN DR SW	41-17-28-425-004	4833	VALLEYRIDGE AVE SW
41-17-23-352-014	1473	SOUTHLAWN DR SW	41-17-28-284-010	4799	VALLEYRIDGE AVE SW
41-17-23-352-001	1557	SOUTHLAWN DR SW	41-18-19-327-048	331	WILBUR ST SE
41-17-23-354-017	1452	SOUTHLAWN DR SW	41-18-19-328-014	320	WILBUR ST SE
41-17-23-354-007	1544	SOUTHLAWN DR SW	41-18-19-328-013	316	WILBUR ST SE
41-17-23-352-012	1491	SOUTHLAWN DR SW	41-18-19-327-052	351	WILBUR ST SE

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41-18-19-327-050	339	WILBUR ST SE	41-18-19-328-080	4158	WOODSTOCK AVE SE
41-18-19-327-049	335	WILBUR ST SE	41-18-19-328-072	4111	WOODSTOCK AVE SE
41-18-19-328-021	360	WILBUR ST SE	41-18-19-328-082	4162	WOODSTOCK AVE SE
41-18-19-327-046	317	WILBUR ST SE	41-18-19-328-039	4104	WOODSTOCK AVE SE
41-18-19-327-047	323	WILBUR ST SE	41-18-19-328-067	4118	WOODSTOCK AVE SE
41-18-19-328-019	346	WILBUR ST SE	41-18-19-328-065	4148	WOODSTOCK AVE SE
41-18-19-327-051	341	WILBUR ST SE	41-18-19-328-066	4112	WOODSTOCK AVE SE
41-18-19-328-003	208	WILBUR ST SE	41-18-19-328-077	4117	WOODSTOCK AVE SE
41-18-19-328-023	372	WILBUR ST SE	41-18-19-328-046	4132	WOODSTOCK AVE SE
41-18-19-328-009	252	WILBUR ST SE	41-17-13-303-043	3261	WOODWARD AVE SW
41-18-19-328-015	324	WILBUR ST SE	41-17-13-303-042	3255	WOODWARD AVE SW
41-18-19-328-001	200	WILBUR ST SE	41-17-13-303-041	3239	WOODWARD AVE SW
41-18-19-327-054	363	WILBUR ST SE	41-17-13-303-018	3215	WOODWARD AVE SW
41-18-19-328-002	204	WILBUR ST SE	41-17-13-304-002	3210	WOODWARD AVE SW
41-18-19-328-008	248	WILBUR ST SE	41-17-13-304-038	3260	WOODWARD AVE SW
41-18-19-328-017	336	WILBUR ST SE	41-17-13-304-047	3330	WOODWARD AVE SW
41-18-19-327-035	223	WILBUR ST SE	41-17-13-304-003	3218	WOODWARD AVE SW
41-18-19-327-053	355	WILBUR ST SE	41-17-13-303-049	3345	WOODWARD AVE SW
41-18-19-327-039	229	WILBUR ST SE	41-17-13-304-001	3200	WOODWARD AVE SW
41-18-19-327-038	229	WILBUR ST SE	41-17-13-303-039	3327	WOODWARD AVE SW
41-18-19-327-037	227	WILBUR ST SE	41-17-13-304-052	3320	WOODWARD AVE SW
41-18-19-327-036	227	WILBUR ST SE	41-17-13-304-004	3232	WOODWARD AVE SW
41-18-19-328-016	332	WILBUR ST SE	41-17-13-303-050	3349	WOODWARD AVE SW
41-18-19-327-042	251	WILBUR ST SE	41-17-13-304-037	3254	WOODWARD AVE SW
41-18-19-327-033	217	WILBUR ST SE	41-17-13-303-027	3313	WOODWARD AVE SW
41-18-19-328-018	340	WILBUR ST SE	41-17-13-304-048	3336	WOODWARD AVE SW
41-18-19-328-022	362	WILBUR ST SE	41-17-13-304-036	3250	WOODWARD AVE SW
41-18-19-327-044	307	WILBUR ST SE	41-17-13-303-038	3211	WOODWARD AVE SW
41-18-19-327-043	301	WILBUR ST SE	41-17-13-304-051	3316	WOODWARD AVE SW
41-18-19-328-004	226	WILBUR ST SE	41-17-13-304-040	3284	WOODWARD AVE SW
41-18-19-328-064	238	WILBUR ST SE	41-17-13-303-040	3335	WOODWARD AVE SW
41-18-19-327-060	209	WILBUR ST SE	41-17-13-304-045	3308	WOODWARD AVE SW
41-18-19-327-034	219	WILBUR ST SE	41-17-13-303-028	3321	WOODWARD AVE SW
41-18-19-327-065	231	WILBUR ST SE	41-17-13-303-051	3353	WOODWARD AVE SW
41-18-19-328-020	352	WILBUR ST SE	41-17-13-303-022	3277	WOODWARD AVE SW
41-18-19-327-045	311	WILBUR ST SE	41-17-13-304-039	3272	WOODWARD AVE SW
41-18-19-328-079	308	WILBUR ST SE	41-17-13-304-049	3300	WOODWARD AVE SW
41-18-19-328-005	230	WILBUR ST SE	41-17-13-304-044	3304	WOODWARD AVE SW
41-18-19-327-055	369	WILBUR ST SE	41-17-10-351-013	2385	WRENWOOD ST SW
41-18-19-328-040	4110	WOODSTOCK AVE SE	41-17-10-351-010	2363	WRENWOOD ST SW
41-18-19-328-036	4109	WOODSTOCK AVE SE	41-17-10-354-009	2233	WRENWOOD ST SW
41-18-19-328-074	4150	WOODSTOCK AVE SE	41-17-10-358-007	2238	WRENWOOD ST SW

Addresses and Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 20-806

41-17-10-354-010	2231	WRENWOOD ST SW	41-17-10-308-003	2500	WYOMING AVE SW
41-17-10-354-008	2235	WRENWOOD ST SW	41-17-10-306-043	2535	WYOMING AVE SW
41-17-10-357-001	2258	WRENWOOD ST SW	41-17-10-353-012	2631	WYOMING AVE SW
41-17-10-358-008	2232	WRENWOOD ST SW			
41-17-10-358-006	2670	WYOMING AVE SW			
41-17-10-353-010	2619	WYOMING AVE SW			
41-17-10-308-019	2536	WYOMING AVE SW			
41-17-10-306-044	2541	WYOMING AVE SW			
41-17-10-353-008	2607	WYOMING AVE SW			
41-17-10-306-042	2531	WYOMING AVE SW			
41-17-10-306-037	2503	WYOMING AVE SW			
41-17-10-306-045	2545	WYOMING AVE SW			
41-17-10-308-008	2528	WYOMING AVE SW			
41-17-10-354-003	2620	WYOMING AVE SW			
41-17-10-358-005	2664	WYOMING AVE SW			
41-17-10-357-008	2647	WYOMING AVE SW			
41-17-10-308-007	2524	WYOMING AVE SW			
41-17-10-308-006	2518	WYOMING AVE SW			
41-17-10-353-009	2613	WYOMING AVE SW			
41-17-10-308-005	2512	WYOMING AVE SW			
41-17-10-357-012	2651	WYOMING AVE SW			
41-17-10-308-002	2464	WYOMING AVE SW			
41-17-10-306-035	2465	WYOMING AVE SW			
41-17-10-308-004	2506	WYOMING AVE SW			
41-17-10-358-001	2640	WYOMING AVE SW			
41-17-10-357-007	2641	WYOMING AVE SW			
41-17-10-308-010	2544	WYOMING AVE SW			
41-17-10-357-010	2663	WYOMING AVE SW			
41-17-10-306-038	2511	WYOMING AVE SW			
41-17-10-354-007	2624	WYOMING AVE SW			
41-17-10-357-013	2657	WYOMING AVE SW			
41-17-10-306-036	2469	WYOMING AVE SW			
41-17-10-358-002	2646	WYOMING AVE SW			
41-17-10-358-003	2652	WYOMING AVE SW			
41-17-10-306-041	2527	WYOMING AVE SW			
41-17-10-357-011	2669	WYOMING AVE SW			
41-17-10-306-039	2519	WYOMING AVE SW			
41-17-10-353-011	2621	WYOMING AVE SW			
41-17-10-306-040	2521	WYOMING AVE SW			
41-17-10-308-001	2460	WYOMING AVE SW			
41-17-10-358-004	2658	WYOMING AVE SW			
41-17-10-354-002	2612	WYOMING AVE SW			

April 7, 2020

Dear Property Owner:

At its regular meeting on April 6, 2020, the Wyoming City Council scheduled a public hearing to determine the necessity of providing an aerial insecticide spray for a Gypsy Moth Suppression Program. Notice of this hearing is being sent to all property owners in the proposed special assessment district. If approved, the estimated cost of this program is \$26.00 per parcel and will be assessed on the 2020 summer tax bill.

Notice of Hearing

The City Council intends to provide Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment 20-806. The City Council intends to defray all costs of this 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.

During its meeting on Monday, April 20, 2020, at 7:00 p.m., the City Council will hold a public hearing to take public comments from interested persons affected by the proposed project. The list of affected properties is available on the City's website at www.wyomingmi.gov, via email at clerk_info@wyomingmi.gov or by calling (616)530-7296.

If the COVID-19 viral pandemic and corresponding executive orders and advisories remain in place on April 20, 2020, the City Council will host an electronic meeting. Those wishing to participate in the meeting may join the Zoom meeting online or by phone.

Online	Visit www.wyomingmi.gov and scroll to the Events Calendar. The online meeting information will be posted in the meeting documents for the April 20 meeting, on April 15.
By Phone	Those wishing to participate by phone can visit the website above or contact the Clerk's Office by phone or email during regular business hours for the toll free number and meeting ID. The toll free number and meeting ID will be posted on April 15.

Watch Council Live

The meeting will also be shown live on WKTV (Comcast Cable Channel 26) and at <https://wkty.org/live2020.html>

Provide Public Comment



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

Those wishing to comment on agenda items or to raise other issues to the City Council may send written comments by e-mail, voice messages by phone, or online during the meeting. All written comments and all voice messages will be provided in full to all City Council members.

Email Comments	Email: CityCouncilComments@wyomingmi.gov
By Phone	Call 616-228-6179 to leave a voice message up to 3 minutes in length
During the Zoom Meeting	Follow the instructions above to join the Zoom meeting. Public comment will be taken at certain times at the meeting.
Email City Council Members Directly	You can contact City Council members with the contact information provided at https://bit.ly/2y6fYmS .

Special Accommodations

Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the City Clerk at either clerk_info@wyomingmi.gov or 616-530-7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

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 the owner's agent, may verbally comment at the hearing, or may do so by letter and verbal comments will not be required.

Sincerely,



Kelli A. VandenBerg
City Clerk

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 20-807

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 20-807.
3. The City Council will hold a public hearing during its regular meeting of Monday, **April 20, 2020, 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 certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

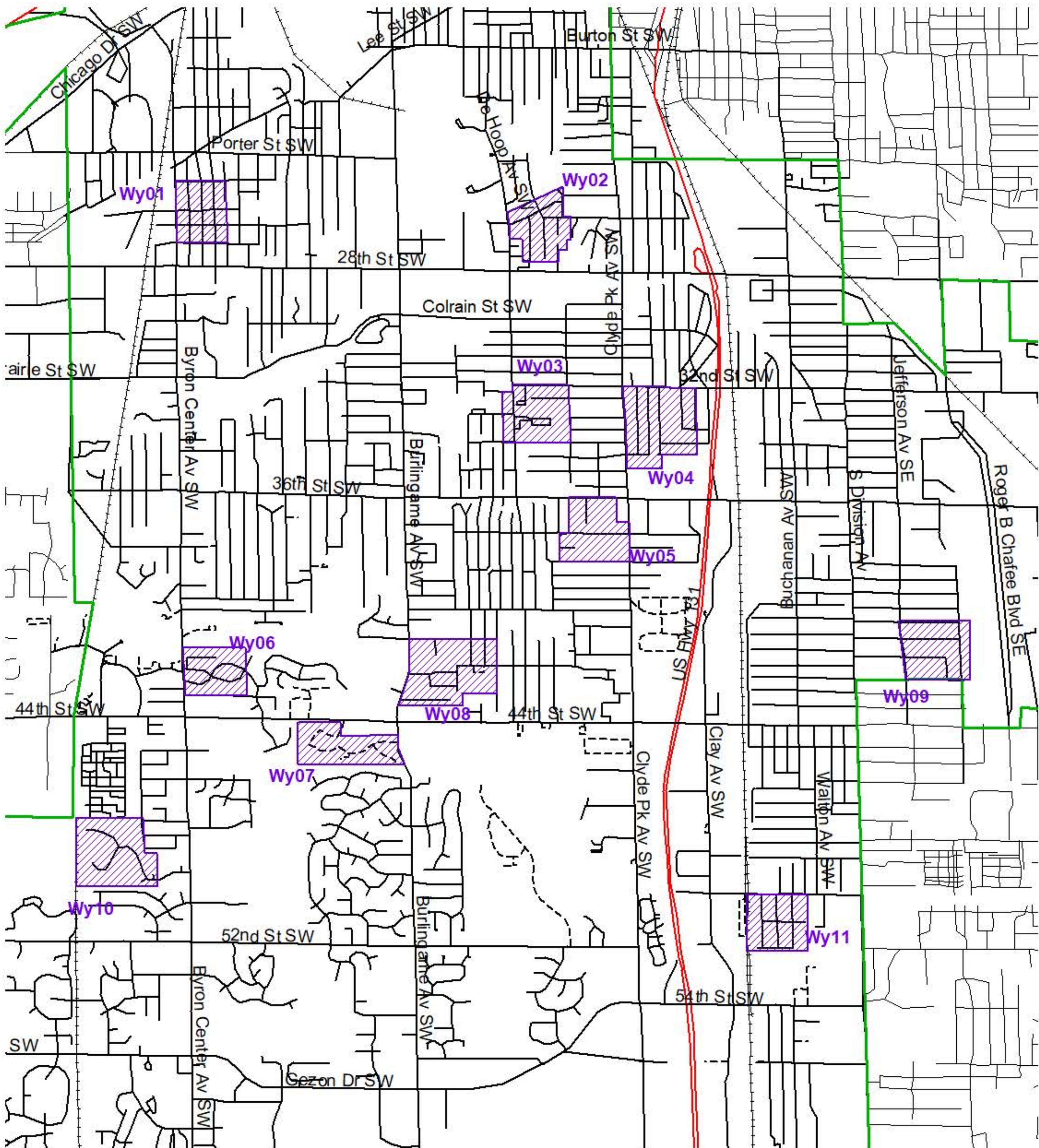
Exhibit A – Aerial Spray Map

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 for 2020 Season



Shaded areas are recommended for
aerial B.t. spray in Spring 2020



City Border
2020 Aquatic Consulting Services

Addresses and Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 20-807

41-17-23-354-043	1040	26TH ST SW	41-17-14-402-039	CE UTILITY R O W
41-17-23-226-048	1155	28TH ST SW	41-17-25-451-036	CE UTILITY R O W
41-17-23-303-033	1001	28TH ST SW	41-17-27-201-022	CE UTILITY R O W
41-17-23-303-043	618	32ND ST SW	41-17-27-201-023	CE UTILITY R O W
41-17-23-303-039	1150	32ND ST SW	41-17-27-201-005	CE UTILITY R O W
41-17-23-226-038	1081	33RD ST SW	41-17-23-354-037	3639 CLYDE PARK AVE SW
41-17-25-476-002	1021	33RD ST SW	41-17-13-304-055	3759 CLYDE PARK AVE SW
41-18-19-403-015	550	34TH ST SW	41-17-14-402-038	2371 CRESTVIEW DR SW
41-17-11-453-035	570	34TH ST SW	41-17-23-226-040	2640 DE HOOP AVE SW
41-18-19-329-010	950	36TH ST SW	41-17-14-402-018	4125 EMMA AVE SW
41-17-27-201-016	960	36TH ST SW	41-17-23-226-052	4178 EMMA AVE SW
41-17-27-226-015	940	36TH ST SW	41-18-19-329-008	1476 EMMA CT SW
41-17-27-201-030	1000	36TH ST SW	41-17-11-453-026	1465 EMMA CT SW
41-17-27-202-001	850	36TH ST SW	41-17-11-476-034	1489 EMMA CT SW
41-17-27-226-016	991	38TH ST SW	41-17-23-303-035	1477 EMMA CT SW
41-17-22-476-034	990	38TH ST SW	41-17-23-303-019	5030 HAUGHEY AVE SW
41-17-27-201-006	1368	42ND ST SW	41-17-22-351-028	5180 HAUGHEY AVE SW
41-17-23-355-052	1425	42ND ST SW	41-17-23-303-036	5056 HAUGHEY AVE SW
41-17-22-303-002	1427	43RD ST SW	41-17-23-226-050	5130 HAUGHEY AVE SW
41-17-23-355-040	1555	43RD ST SW	41-17-25-503-002	4308 HAVANA AVE SW
41-17-11-451-027	1906	44TH ST SW	41-17-23-226-044	2225 HOLLIDAY DR SW
41-17-25-476-017	1740	44TH ST SW	41-18-19-403-013	4950 IVANREST AVE SW
41-17-23-227-021	1944	44TH ST SW	41-17-23-205-010	2715 JENKINS AVE SW
41-17-23-276-023	2680	44TH ST SW	41-17-13-354-017	2627 JENKINS AVE SW
41-17-22-303-001	1950	44TH ST SW	41-17-13-354-016	2624 JENKINS AVE SW
41-17-23-376-001	1946	44TH ST SW	41-17-28-326-002	4125 MADISON AVE SE
41-17-14-404-001	1850	44TH ST SW	41-17-11-451-021	3350 MICHAEL AVE SW
41-17-23-226-051	410	50TH ST SW	41-17-23-303-044	3280 MICHAEL AVE SW
41-17-25-451-012	150	50TH ST SW	41-17-14-402-034	3651 PINE OAK AVE SW
41-17-25-452-020	340	50TH ST SW	41-17-23-303-045	3625 PINE OAK AVE SW
41-17-25-453-023	355	54TH ST SW	41-18-19-328-063	3637 PINE OAK AVE SW
41-17-25-476-020	246	BELLEVUE ST SE	41-17-23-303-042	3614 PINE OAK AVE SW
41-17-25-100-008	249	BELLEVUE ST SE	41-17-23-226-058	3624 PINE OAK AVE SW
41-17-11-402-046	237	BELLEVUE ST SE	41-17-25-451-033	3650 PINE OAK AVE SW
41-17-11-402-046	224	BELLEVUE ST SE	41-17-23-303-023	R R ROW
41-17-23-303-046	217	BELLEVUE ST SE	41-17-13-303-037	1790 R W BERENDS DR SW
41-18-19-328-032	218	BELLEVUE ST SE	41-18-19-328-045	1650 R W BERENDS DR SW
41-17-28-401-008	4280	BURLINGAME AVE SW	41-17-23-276-024	1855 R W BERENDS DR SW
41-17-13-304-056	4150	BURLINGAME AVE SW	41-18-19-329-035	1862 R W BERENDS DR SW
41-17-14-402-007	4340	BURLINGAME AVE SW	41-17-36-201-038	4101 ROGER B CHAFFEE SE
41-17-28-276-020	4166	BURLINGAME AVE SW	41-17-14-402-028	4203 ROGER B CHAFFEE SE
41-17-11-476-045	4182	BURLINGAME AVE SW	41-17-25-476-006	4037 ROGER B CHAFFEE SE
41-17-25-476-030	4134	BURLINGAME AVE SW	41-17-27-201-026	1032 ROYAL OAK ST SW
41-17-23-226-053	4050	BYRON CENTER AVE SW	41-17-23-226-015	1102 ROYAL OAK ST SW
41-17-14-402-029	5001	BYRON CENTER AVE SW	41-17-22-354-068	1010 ROYAL OAK ST SW
41-17-11-453-031	4334	BYRON CENTER AVE SW	41-17-23-226-014	3350 WOODWARD AVE SW
41-18-19-328-031	5045	CARSON AVE SW	41-17-25-476-011	3295 WOODWARD AVE SW
41-18-19-403-004	5153	CARSON AVE SW		

April 7, 2020

Dear Property Owner:

At its regular meeting on April 6, 2020, the Wyoming City Council scheduled a public hearing to determine the necessity of providing an aerial insecticide spray for a Gypsy Moth Suppression Program. Notice of this hearing is being sent to all property owners in the proposed special assessment district. If approved, the estimated cost of this program is \$82.00 per treated acre and will be assessed on the 2020 summer tax bill.

Notice of Hearing

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CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

Email Comments	Email: CityCouncilComments@wyomingmi.gov
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Sincerely,



Kelli A. VandenBerg
City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE
PROPOSED 2020-2021 BUDGET FOR THE CITY OF WYOMING

WHEREAS:

1. State law and the City Charter require that a public hearing be held concerning the proposed 2020-2021 budget for the City of Wyoming.
2. Said budget has been presented to the City Council.
3. It is deemed advisable to establish a date for a public hearing on the budget.
4. The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize a public hearing on the proposed annual budget for the City of Wyoming to be held May 4, 2020 at 7:01 PM in the Wyoming City Hall Council Chambers, 1155 – 28th Street SW, Wyoming, Michigan
2. Notice of this hearing shall be published in a newspaper of the general circulation in the City and posted in City Hall in the form as attached.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Notice of Public Hearing on the proposed budget for 2020-2021

Resolution No. _____

CITY OF WYOMING
Notice of Public Hearing
On the Proposed Budget for 2020-2021

Pursuant to Section 8.3 of the Charter of the City of Wyoming, notice is hereby given that a public hearing on the following proposed budget will be held at the Wyoming City Council Chambers, 1155 28th Street SW, on May 4, 2020, at 7:01 pm.

The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

July 1, 2020 – June 30, 2021

General Fund *	\$ 36,352,624
Major Streets	11,184,947
Local Streets	2,226,971
Public Safety	2,844,625
Fire	1,679,171
Police	2,799,376
Parks and Recreation	3,916,302
Sidewalk Snow Removal and Repair	445,228
Solid Waste Disposal	1,046,972
Building Inspections	1,624,999
Community Development Block Grant	788,173
Drug Law Enforcement	44,000
Capital Improvement	3,058,917
Library Maintenance and Parks Capital	734,406
Sewer-Construction Reserve	1,000,000
Sewer	23,243,095
Water	23,606,350
Motor Pool	5,250,977
Less Transfers Between Funds	(9,898,172)
Less Admin Fee Transfers	<u>(3,663,111)</u>
Grand Total of Budgeted Expenditures	<u><u>\$ 108,285,850</u></u>

** Includes all police and fire expenditures*

A summary of the proposed budget is on file in the office of the City Clerk and is available for public inspection during regular office hours.

Kelli A. VandenBerg
Wyoming City Clerk

04/06/2020

RR:sbk

RESOLUTION NO. _____

A RESOLUTION TO ADOPT
THE WYOMING CONSOLIDATED HOUSING AND COMMUNITY DEVELOPMENT
2020/2021 ONE-YEAR ACTION PLAN

WHEREAS:

1. The City of Wyoming has applied for and obtained 44 years of Community Development Block Grant (C.D.B.G.) funds from the Department of Housing and Urban Development.
2. It is necessary to submit a One Year Action Plan application for the 45th year program covering the period of July 1, 2020, through June 30, 2021.
3. The Wyoming Community Development Committee has recommended a proposed 2020/2021 One-Year Action Plan.
4. The Wyoming Community Development Committee has also recommended that any increase or decrease in funding to match actual allocation amounts will be equitably divided between programs, excluding Public Services and Administrative activities, and adjusted based upon HUD mandated formula caps.
5. Two Public Hearings were held on February 5, 2020 by the Wyoming Community Development Committee and on April 6, 2020 by the Wyoming City Council on this matter.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby adopt the 2020-2021 Wyoming Consolidated Housing and Community Development One-Year Action Plan.
2. The Wyoming City Council does hereby affirm that any increase or decrease in funding to match actual allocation amounts will be equitably divided between programs, excluding Public Services and Administrative activities, and adjusted based upon HUD mandated formula caps.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Wyoming, Michigan, at a regular session held on April 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Action Plan

Resolution No. _____

STAFF REPORT

Date: February 27, 2020

Subject: Consolidated Housing and Community Development Fourth Program Year Action Plan, July 1, 2020 to June 30, 2021

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: April 6, 2020

RECOMMENDATION:

It is recommended that the City Council adopt the City of Wyoming Consolidated Housing and Community Development Fourth Program Year Action Plan, July 1, 2020 to June 30, 2021, as recommended by the Wyoming Community Development Committee. As part of that adopted Plan, it is also recommended that any increase or decrease in funding to match actual allocation amounts will be equitably divided between programs, excluding Public Services and Administrative activities, and adjusted based upon HUD mandated formula caps.

COMMUNITY, SAFETY, STEWARDSHIP:

The Annual Action Plan provides funding to promote housing opportunities and support blight remediation throughout the City of Wyoming. The development of the Annual Action Plan is based upon the adopted 2016-2020 Kent County, City of Grand Rapids and City of Wyoming Regional Consolidated Plan's goals, objectives and priority needs. It is essential to ensure an environment of equity and equality in making community planning decisions, development of city regulations, administrative policies, procedures and practices; and targeting investments of CDBG funds and other housing and blight remediation efforts; and advocating for housing development projects and strategies, for both for-profit and non-profit developments throughout the community.

The Annual Action Plan is required to be able to obtain our annual entitlement of Community Development Block Grant funds from HUD.

DISCUSSION:

The City of Wyoming has been an entitlement community for Community Development Block Grant (CDBG) funds since the inception of the program in 1975. The development of an Annual Action Plan is required to be prepared and submitted to the U.S. Department of Housing and Urban Development (HUD). The proposed plan encompasses the program year July 1, 2020 to June 30, 2021, and specifically identifies those agencies and activities to be funded through the City's program and grant making process. The Wyoming Community Development Committee ranked the applicants for FY 2020-2021 in their initial funding review, considering the Regional Consolidated Plan and HUD priorities, and recognizing limitations in funding. The final grant

award recommendations were made based upon the adopted Regional Consolidated Plan, with affordable housing and homelessness needs identified as the highest priority.

On February 5, 2020, after careful consideration of available funding, and prioritization of needs, the Wyoming Community Development Committee formally recommended an Action Plan for City Council approval.

Following the public hearing on February 5, 2020, and April 6, 2020, a correction to the Annual Action Plan (attached) was made to recognize that the CDBG funds for the Crosswalk Improvement Project, per federal eligibility requirements, would be used in qualified low-moderate – income areas only. Additionally, the number of Single Unit Residential Rehabilitation Loans were increased to a projected 13 housing units impacted, rather than 11.

BUDGET IMPACT:

The City of Wyoming expects to have \$788,183.00 available for the Community Development Program during this period. This amount consists of \$550,935.00 in an estimated annual entitlement grant from HUD, \$116,238.00 in carryover funds from fiscal year 2018-19 and \$121,000.00 from anticipated program income. Any increase or decrease in funding to match actual allocation amounts will be equitably divided between programs, excluding Public Services and Administrative activities, and adjusted based upon HUD mandated formula caps.

ATTACHMENTS: 2020-2021 Annual Action Plan
Resolution



Fifth Program Year Action Plan

Community Development Block Grant
2020-2021
Action Plan
Wyoming, Michigan

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Wyoming, along with the City of Grand Rapids and Kent County, adopted the 2016-2020 Kent County and Cities of Grand Rapids and Wyoming Regional Consolidated Plan. The City of Wyoming's 2020-2021 Fifth Program Year Action Plan is based upon the adopted Regional Consolidated Plan's goals, objectives and priority needs. This Action Plan outlines the programs to be initiated in the upcoming fiscal year.

The City of Wyoming expects to have \$788,173.00 available for the Community Development Program during the period July 1, 2020 through June 30, 2021. This amount consists of \$550,935.00 in an estimated annual entitlement grant from the U.S. Department of Housing and Urban Development, \$116,238.00 in carryover funds from fiscal year 2019-20 and \$121,000.00 from anticipated program income.

CDBG ACTIVITIES 2020-2021 CITY OF WYOMING

CITY WIDE ACTIVITIES:
Clearance/Demolition
Home Repair Services
Housing Rehabilitation
Rental Assistance
Housing Stabilization
HUD Continuum of Care

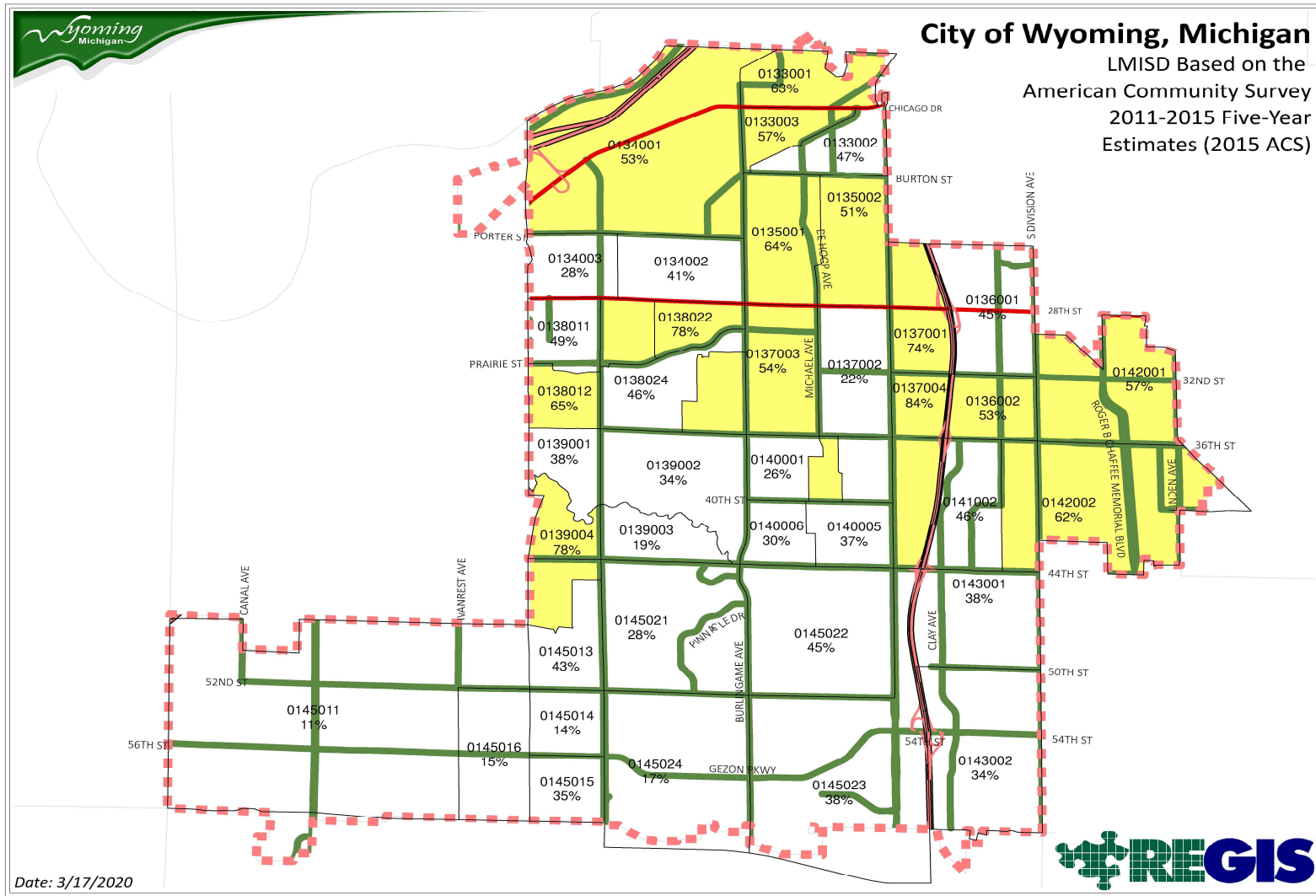
**LOW AND MODERATE
INCOME AREAS:**

Code Enforcement
Fair Housing Services
Commercial Rehabilitation
Affordable Housing Campaign
Crosswalk Improvement Project

Date: 3/17/2020

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City of Wyoming - CDBG Activities 2020-2021 Map



City of Wyoming LMISD Map 2020

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The following is a list of activities to be funded for fiscal year 2020/2021:

Clearance/Demolition: 3 homeowners, with low/moderate-income families, would have free needed dilapidated structure demolition grants, including, but not limited to, garages, porches and fencing, for the purpose of providing a suitable living environment.

Crosswalk Improvement Project: 22,616 Wyoming residents that live within low-and moderate- income neighborhoods will have the benefit of enhanced sidewalk crossings at several of the busiest street intersections in the city, leading to increased traffic safety and reduced traffic injuries.

Public Services- Family Promise Re-Housing Financial Assistance: 19 low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing.

Public Services – Family Promise Re-Housing Stabilization Services: 19 low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing.

Public Services – Rental Assistance: 7 low-income persons pending eviction have the benefit of short-term rental assistance, administered by The Salvation Army Social Services, for the purpose of preventing homelessness and providing decent affordable housing.

Public Services - Fair Housing: 12,196 households, in low and moderate-income areas throughout the City, have the benefit of access to fair housing complaint investigation services and fair housing training for the purpose of providing decent affordable housing.

Public Services – Affordable Housing Educational Campaign: 22,616 Wyoming residents that live within low-and moderate- income neighborhoods in the City have access to an educational campaign on affordable housing needs in the City.

Rehabilitation - Single Unit Residential: 13 housing units, with low/moderate-income families, will have affordable needed housing repair loans and deferred loans for the purpose of providing decent affordable housing.

Rehabilitation - Home Repair Services: 66 low/moderate-income households have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing.

Rehabilitation - Administration: 13 housing units, with low/moderate-income families, have affordable administration of housing rehabilitation funding, for the purpose of providing decent affordable housing.

Code Enforcement: 12,196 households, in low- and moderate-income areas throughout the City, have the benefit of CDBG monies to fund code enforcement activities for the purpose of providing a suitable living environment.

General Administration: All (72,125) Wyoming residents have affordable administration of HUD programs for the purpose of providing a suitable living environment. A portion of these funds will also be used to implement the affordable housing educational campaign in areas of the city that are not low-and moderate- income.

HUD Continuum of Care - Administration: All (72,125) Wyoming residents have access to affordable administration through the Heart of West Michigan United Way to support the Coalition to End Homelessness goals for the purpose of preventing homelessness and providing decent affordable housing.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Wyoming recognizes that the evaluation of past performance plays a critical role in ensuring that effective programs are implemented that align with its long-range goals. The following includes past spending performance of activities from July 1, 2018 through June 30, 2019 (A total of \$794,683.18 was spent)

Rehabilitation-Single Unit Residential: We spent a total of \$286,774.15. for the rehabilitation of 11 low/mod housing units.

Public Services-Subsistence Payments: We spent a total of \$20,000.00 for short-term rental assistance, administered by The Salvation Army Social Services. A total of 9 low-income persons were assisted.

Code Enforcement: We spent a total of \$61,101.00 to provide households in low/moderate-income areas throughout the City with the benefit of CDBG monies to fund code enforcement activities. There were a total of 978 housing units receiving code violations, with 836 of these corrected.

Public Facility Improvements-Pinery Park 2017-2018/2018-2019: We spent a total of \$21,302.00 to create a dedicated pickleball court and install electrical improvements to the public shelter.

Clearance/Demolition: Our goal was to spend \$13,001.00 to assist low/moderate-income homeowners with free needed dilapidated structure demolition grants. We spent \$1,900.00 of remaining 2017-2018 CDBG funds on this activity due to timeliness of client applications but plan to spend down these funds in FY 2019-2020.

Public Services–Family Promise Re-Housing Financial Assistance: We spent a total of \$30,000.00 to assist low-income families moving out of homelessness and into stabilized housing in having the benefit of short-term rental assistance, administered by Family Promise of Grand Rapids. A total of 17 low-income families were assisted.

Public Services–Family Promise Re-Housing Stabilization Services: We spent a total of \$20,000.00 to assist low-income families to help maintain permanent housing and support self-sufficiency, administered by Family Promise of Grand Rapids. A total of 18 low-income families were assisted.

Public Services–Fair Housing: We spent a total of \$7,500.00 to assist low/moderate-income area households throughout the city have access to fair housing complaint investigation services and fair housing training.

Public Services–Hispanic Center: We spent a total of \$14,884.98 to assist 7 low/moderate-income area youth to have the benefit of participating in The Hispanic Center of Western Michigan Youth Employment Initiative program for the purpose of increased access to jobs, education and support services for persons for whom English is a second language.

Rehabilitation–Administration: We spent a total of \$130,501.88 to provide 9 low/moderate-income families with affordable administration of housing rehabilitation funding, issuing 3 housing repair loans and 6 deferred loans.

Rehabilitation-Home Repair Services: We spent a total of \$96,103.00 to provide low/moderate-income households with affordable services such as minor home repairs and accessibility modifications. A total of 66 low/moderate-income households were assisted.

General Administration: We spent a total of \$101,516.17 to assist all Wyoming residents with affordable administration of HUD programs.

HUD Continuum of Care–Administration: We spent a total of \$5,000.00 to assist all Wyoming residents with access to affordable administration through the Heart of West Michigan United Way to support the Coalition to End Homelessness goals.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The citizen participation process for the Annual Action Plan was completed according to the adopted City of Wyoming Citizen Participation Plan, and consisted of the following:

A public hearing notice was published in the Grand Rapids Press newspaper on January 21, 2020, announcing the upcoming meeting and public hearing of the Wyoming Community Development Committee (WCDC) on February 5, 2020.

The WCDC met on February 5, 2020 and discussed needs, funding and possible activities. A public hearing was held, and there was no public comment. The Committee recommended approval of the Annual Action Plan to the Wyoming City Council.

On February 17, 2020, the Wyoming City Council met and set the date of April 6, 2020 to hold a public hearing for the Annual Action Plan.

On February 18, 2020 the Availability for Public Review of the One Year Action Plan notice was published in the Grand Rapids Press. This notice was also posted at the Wyoming Public Library and sent to 111 interested parties, representing public officials, media (including Spanish speaking radio and newspapers), public service agencies, school districts, subrecipients, minority organizations and other stakeholders, requesting comment and announcing the upcoming public hearing on April 6, 2020 concerning the Annual Action Plan.

A public hearing notice was published in the Grand Rapids Press newspaper on February 18, 2020, which announced that the Annual Plan would be discussed by the Wyoming City Council at the public hearing on April 6, 2020.

On April 6, 2020 a public hearing was held. There was no public comment. Also on April 6, 2020 the City Council approved the 2020-2021 Annual Action Plan.

On April 14, 2020, a notice was published in the Grand Rapids Press newspaper, which announced approval of the plan by the City Council and that the plan would be submitted to HUD within 60 days after the date allocations are announced.

No other comments were received prior to submittal.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The citizen participation process for the Annual Action Plan was completed according to the adopted City of Wyoming Citizen Participation Plan. A detailed explanation is found in (4) above.

6. Summary of comments or views not accepted and the reasons for not accepting them

See Summary of public comments above.

7. Summary

See Summary of public comments above.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
Lead Agency		WYOMING	
CDBG Administrator	WYOMING		Community Services-Planning and Development Dept.
HOPWA Administrator			
HOME Administrator			
HOPWA-C Administrator			

Table 1 – Responsible Agencies

Narrative

The Lead Agency is the City of Wyoming. The daily CDBG activities will be handled by the Community Services Department's - Planning and Development staff. Like typical municipal governments, the City Council acts as the legislative and policy-making voice of the city. As part of its activities, the City Council adopts the Five-Year Regional Consolidated Plan and approves the annual submittal, including its Annual Action Plan, for CDBG funding. As the chief administrator, the City Manager is responsible for the day-to-day operations of the city, including the implementing of the policies and programs of the City Council.

Planning and Development Department:

The Director of Community Services and Community Development Specialist serve as staff to the Wyoming Community Development Committee. The Director of Community Services directs and supervises programs and activities related to the Annual Action Plan and CDBG expenditures. The Community Development Specialist advises the Director of Community Services of, and implements as required, Community Development Block Grant (CDBG) regulations, recommended best practices, and other regulatory requirements to ensure program compliance with necessary local, state, and federal administrative and statutory law. The Community Development Specialist and Building Rehabilitation

Specialist work to process cases for Housing Rehabilitation programs. A Rehabilitation Committee, made up of the Community Services Director, the Building Inspections Department Supervisor and the City Planner, approve all housing rehabilitation applications and clearance/demolition applications.

Community Development Committee:

Relative specifically to this Annual Action Plan and CDBG funding, the Community Development Committee, a Council-appointed group made up of Wyoming residents, serves as an advisory body to the Director of Community Services, the City Manager and the City Council. This group also recommends the approval of the Five-Year Regional Consolidated Plan and recommends the Annual Action Plan and its related annual CDBG budget to the City Council. During the budgeting process, this group interviews sub-recipient applicants and recommends priorities for funding.

Other City Groups:

There is an Interdepartmental Agreement with the Inspections Services office relative to funding Code Enforcement. Relative to other city groups potentially involved with the Annual Action Plan, the list includes the Wyoming Housing Commission, the Downtown Development Authority, the Parks and Recreation Commission, the Public Works Department and the Building Inspections and Parks and Recreation staff of the Community Services Department.

Kent County

The City will continue its consortium agreement with Kent County allowing them to receive and administer Wyoming's federal entitlement of HOME dollars.

Consolidated Plan Public Contact Information

Rebecca Rynbrandt, Director of Community Services

City of Wyoming

1155 28th Street SW

Wyoming, MI 49509

616-261-3520

rynbranb@wyomingmi.gov

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

During the Regional Consolidated Plan process, there was extensive engagement with residents and community organizations in the identification of housing and community development needs and priorities. This process included stakeholder interviews, surveys and stakeholder focus groups. The City of Wyoming continues to reach out and consult with other public and private agencies during the Annual Action Plan process. Our Subrecipients of CDBG funds are non-profit agencies, including the Fair Housing Center of West Michigan who provides fair housing testing and complaint followup services; Home Repair Services who provides minor home repairs and accessibility modifications; The Heart of West Michigan United Way who provides affordable HUD Continuum of Care administration to support the Coalition to End Homelessness; The Salvation Army Social Services who administers subsistence payments for rental assistance to low/moderate-income persons pending eviction; Family Promise of Grand Rapids who provides re-housing financial assistance and stabilization services for low-income families moving out of homelessness; and the Inner-City Christian Federation (ICCF) who provides re-housing financial assistance for low-income families.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City will continue to work with other City departments, neighboring cities, Kent County and area housing non-profits, such as the Fair Housing Center of West Michigan, Home Repair Services, The Heart of West Michigan United Way, The Salvation Army Social Services, Family Promise of Grand Rapids and ICCF. The City also works with the Disability Advocates of Kent County. In addition, the Director of Community Services is active with the Grand Rapids Area Coalition to End Homelessness/HUD Continuum of Care to address issues of homelessness and affordable housing.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Through CDBG funds, the City will fund HUD Continuum of Care administration through The Heart of West Michigan United Way to support the Coalition to End Homelessness goals. The Director of Community Services is active with the Grand Rapids Area Coalition to End Homelessness/HUD Continuum of Care. She also serves on the Kent County Essential Needs Task Force. Funding will continue to be provided to The Salvation Army Social Services who will administer subsistence payments for rental assistance to low-income persons pending eviction for the purpose of preventing homelessness and Family Promise of Grand Rapids who will provide re-housing financial assistance and stabilization services for low-income families moving out of homelessness. A new subrecipient has been

added - ICCF - who will provide rehousing financial assistance for low-income families. The City will continue to consider the needs of at-risk populations and cooperate in metropolitan initiatives.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

See comments above regarding funding HUD Continuum of Care administration, The Salvation Army Social Services, Family Promise of Grand Rapids and ICCF. The City of Wyoming does not receive ESG funds.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Fair Housing Center of West Michigan
	Agency/Group/Organization Type	Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Fair Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Fair Housing Center of West Michigan will provide fair housing complaint investigation services and fair housing training. This organization was consulted as part of our updated Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment and Regional Consolidated Plan. They also report to the Community Development Committee annually and discuss goals and outcomes.
2	Agency/Group/Organization	Home Repair Services of Kent County Inc.
	Agency/Group/Organization Type	Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Rehabilitation
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Home Repair Services provides minor home repairs and accessibility modifications. This organization was consulted as part of our updated Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment and Regional Consolidated Plan. They also make a presentation to the Community Development Committee annually and discuss goals and outcomes.
3	Agency/Group/Organization	UNITED WAY
	Agency/Group/Organization Type	Housing Services-homeless Regional organization

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Heart of West Michigan United Way provides affordable HUD Continuum of Care administration to support the Coalition to End Homelessness goals. The Director of Community Services is active with the Grand Rapids Area Coalition to End Homelessness/HUD Continuum of Care. They report annually to the Community Development Committee and discuss goals and outcomes.
4	Agency/Group/Organization	THE SALVATION ARMY
	Agency/Group/Organization Type	Housing Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Funding will be provided to The Salvation Army Social Services who will administer subsistence payments for rental assistance to low-income persons pending eviction for the purpose of preventing homelessness. This organization reports to the Community Development Committee and discussed its goals and projected outcomes.

5	Agency/Group/Organization	Grand Rapids Area Coalition to End Homelessness
	Agency/Group/Organization Type	Housing Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Director of Community Services is active with this organization. The City of Wyoming supports the Coalition to End Homelessness goals.
6	Agency/Group/Organization	Family Promise of Grand Rapids
	Agency/Group/Organization Type	Services - Housing Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Funding will be provided for low-income families moving out of homelessness and into stabilized housing.

7	Agency/Group/Organization	ICCF NONPROFIT HOUSING CORP
	Agency/Group/Organization Type	Housing Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Funding will be provided to The Inner-City Christian Federation who will administer subsistence payments for rental assistance to low-income persons pending eviction for the purpose of preventing homelessness. This organization reports to the Community Development Committee and discussed its goals and projected outcomes.

Identify any Agency Types not consulted and provide rationale for not consulting

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	The Heart of West Michigan United Way	Affordable HUD Continuum of Care administration to support the Coalition to End Homelessness goals.

Table 3 - Other local / regional / federal planning efforts

Narrative

Agencies seeking to become Subrecipients made presentations to the Community Development Committee during the 2019-2020 Letter of Intent Application process. This process guided the development of the Annual Action Plan and the allocation of funds. In reviewing these applications, the Committee also reviewed the results and outcomes from prior years and the priority needs of the Regional Consolidated Plan. With this information, the Committee and staff developed a preliminary plan and list of projects for public review. A public hearing was conducted by the Community Development Committee who made a recommendation to the City Council, who also held a public hearing to accept the Plan and receive additional comments. The City continues to expand its public outreach opportunities to Subrecipients in order to provide greater access to available funding. The request for Letters of Intent was distributed to over 50 local organizations.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The citizen participation process for the Annual Action Plan was completed according to the adopted City of Wyoming Citizen Participation Plan. The Citizen Participation Plan was recently amended and includes the implementation of the Assessment of Fair Housing final rule.

The citizen participation process consisted of the following:

A public hearing notice was published in the Grand Rapids Press newspaper on January 21, 2020, announcing the upcoming meeting and public hearing of the Wyoming Community Development Committee (WCDC) on February 5, 2020.

The WCDC met on February 5, 2020 and discussed needs, funding and possible activities. A public hearing was held, and there was no public comment. The Committee recommended approval of the Annual Plan to the Wyoming City Council.

On February 17, 2020, the Wyoming City Council met and set the date of April 6, 2020 to hold a public hearing for the Annual Plan.

On February 18, 2020 the Availability for Public Review of the One Year Action Plan notice was published in the Grand Rapids Press. This notice was also posted at the Wyoming Public Library and sent to 111 interested parties, representing public officials, media (including Spanish speaking radio and newspapers), public service agencies, school districts, subrecipients, minority organizations and other stakeholders, requesting comment and announcing the upcoming public hearing on April 6, 2020 concerning the Annual Plan.

A public hearing notice was published in the Grand Rapids Press newspaper on February 18, 2020, which announced that the Annual Plan would be discussed by the Wyoming City Council at the public hearing on April 6, 2020.

On April 6, 2020 a public hearing was held. There was no public comment. Also, on April 6, 2020 the City Council approved the 2020-2021 Annual Action Plan.

On April 14, 2020, a notice was published in the Grand Rapids Press newspaper, which announced approval of the plan by the City Council and that the plan would be submitted to HUD within 60 days after the date allocations are announced.

No other comments were received prior to submittal.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing		None.		
2	Newspaper Ad	Non-targeted/broad community				

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Non-targeted/broad community				
4	Letters to Interested Parties	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing School Districts				

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing				

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Wyoming, along with the City of Grand Rapids and Kent County, adopted the July 1, 2016-June 30, 2021 Kent County and Cities of Grand Rapids and Wyoming Regional Consolidated Plan. The City of Wyoming's 2020-2021 Fifth Program Year Action Plan is based upon the adopted Regional Consolidated Plan's goals, objectives and priority needs.

The City of Wyoming expects to have \$788,173.00 available for the Community Development Program during the period July 1, 2020 through June 30, 2021. This amount consists of \$550,935.00 in an estimated annual entitlement grant from the U.S. Department of Housing and Urban Development, \$116,238.00 in carryover funds from fiscal year 2019-20 and \$121,000.00 from anticipated program income. This budget plans for 100% of the funds to benefit low- and moderate- income persons.

Funding for total administrative activities (General Administration and HUD Continuum of Care Administration) shall not exceed the federal restrictions of 20% of the total grant award plus program income (of grant year). The City of Wyoming projects the total available to be expensed for administrative activities at \$134,387.00, and has budgeted to expend \$122,575.00, allowing for more funds to be used for direct program

activities.

The City will continue to apply for Section 8 funds as they are made available.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	550,935	121,000	116,238	788,173	0	Block grant from U.S. Department of Housing and Urban Development to address housing, community development and economic development needs.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Wyoming has a consortium agreement with the County of Kent allowing them to receive and administer Wyoming's federal entitlement of HOME dollars. The City of Wyoming has input on its share of the funds and its related applications from area developers. All data related to City of Wyoming HOME funds will be reported by the County of Kent and is not included in this Action Plan in order to avoid duplicate reporting of data to HUD. The County of Kent is responsible, by executed agreement, to obtain all necessary match funds for HOME. The City of Wyoming does provide documentation of match related to public infrastructure investments directly attributed to HOME projects within the City

of Wyoming.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

N/A

Discussion

N/A

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve the Condition of Existing Housing	2016	2020	Affordable Housing	City-Wide Low/Mod Income Families	Maintenance of Owner-Occupied Housing Minor and Emergency Housing Repairs	CDBG: \$496,348	Homeowner Housing Rehabilitated: 71 Household Housing Unit
2	Improve Access/Stability of Affordable Housing	2016	2020	Affordable Housing Homeless	All Low/Moderate-Income Areas City-Wide Low/Mod Income Families City-Wide	Access/Stability of Affordable Rental Housing Fair Housing and Consumer Legal Services Prevention of Homelessness Regional Response - Addressing Housing Instability	CDBG: \$216,825	Public service activities for Low/Moderate Income Housing Benefit: 12196 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 45 Households Assisted Homelessness Prevention: 72125 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Reduce Blight and Code Violations	2016	2020	Affordable Housing Non-Housing Community Development	All Low/Moderate-Income Areas City-Wide Low/Mod Income Families	Housing and Other Code Violations Clearance of Blighted Structures	CDBG: \$55,000	Housing Code Enforcement/Foreclosed Property Care: 12196 Household Housing Unit
4	Enhance Infrastructure and Public Facilities	2016	2020	Non-Housing Community Development	All Low/Moderate-Income Areas	Neighborhood and Commercial District Public Safety Public Infrastructure and Facility Improvements	CDBG: \$20,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 22616 Persons Assisted
5	Increase Access to Jobs, Education & Other Service	2016	2020	Non-Homeless Special Needs Non-Housing Community Development				
6	Increase Economic Opportunities	2016	2020	Non-Housing Community Development				

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Improve the Condition of Existing Housing
	Goal Description	The City of Wyoming plans to accomplish this goal through Rehabilitation-Single Unit Residential, Rehabilitation-Home Repair Services and Rehabilitation-Administration activities. Rehabilitation and preservation of owner-occupied housing will bring housing units to code standard, or provide safety improvements, energy efficiency improvements, access modifications, or treatment of lead or other home hazards.
2	Goal Name	Improve Access/Stability of Affordable Housing
	Goal Description	The City of Wyoming plans to accomplish this goal through Public Services-Rental Assistance, Public Services Re-Housing Financial Assistance and Stabilization Services, Public Services Fair Housing, General Administration and HUD Continuum of Care-Administration activities. There will be increased opportunities for housing stability through tenant based rental assistance and fair housing complaint investigation and education. There will also be funding for the administration of activities to assist homeless individuals and families by providing stabilized, permanent housing after experiencing a housing crisis, by providing client-appropriate housing and supportive service solutions, and by providing homeless households with financial and other assistance to move them as quickly as possible into permanent housing. There will be funding for a public education campaign on the issue of affordable housing.
3	Goal Name	Reduce Blight and Code Violations
	Goal Description	The City of Wyoming plans to accomplish this goal through Code Enforcement. There will be improved public health and safety, reduced blighting influences, and improved property values through code enforcement.
4	Goal Name	Enhance Infrastructure and Public Facilities
	Goal Description	The City of Wyoming plans to accomplish this goal through the improvement of three high-traffic crosswalks located in low- and moderate- income areas within the city in order to reduce the incidence of traffic accidents and citizen injuries.
5	Goal Name	Increase Access to Jobs, Education & Other Service
	Goal Description	No activities towards this goal for FY 2020-2021.

6	Goal Name	Increase Economic Opportunities
	Goal Description	No activities are planned toward this goal for FY 2020-2021.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The City of Wyoming plans to use CDBG funds to accomplish projects in the areas of Housing Rehabilitation, Code Enforcement, Clearance/Demolition, and Public Services. Affordable housing and homeless needs have been given high priority.

#	Project Name
1	Clearance/Demolition
2	Public Services-Family Promise Re-Housing Financial Assistance
3	Public Services-Family Promise Re-Housing Stabilization Services
4	Public Services-Rental Assistance
5	Public Services-Fair Housing
6	Public Infrastructure - Crosswalk Improvement Project
7	Rehabilitation-Single Unit Residential
8	Public Services - Affordable Housing Educational Campaign
9	Rehabilitation-Home Repair Services
10	Rehabilitation-Administration
11	Code Enforcement
12	General Administration
13	HUD Continuum of Care-Administration

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Funding priorities have been outlined in the 2016-2020 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan. All projects to be funded in this Action Plan are ranked as high priority need for the City of Wyoming in the Regional Consolidated Plan.

AP-38 Project Summary
Project Summary Information

1	Project Name	Clearance/Demolition
	Target Area	City-Wide Low/Mod Income Families
	Goals Supported	Reduce Blight and Code Violations
	Needs Addressed	Clearance of Blighted Structures
	Funding	CDBG: \$15,000
	Description	3 home owners with low/moderate-income families, would have free needed dilapidated structure demolition grants, including, but not limited to, garages, porches and fencing, for the purpose of providing a suitable living environment.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	3 homeowners with low/moderate-income families
	Location Description	
	Planned Activities	3 home owners, with low/moderate-income families, would have free needed dilapidated structure demolition grants, including, but not limited to, garages, porches and fencing, for the purpose of providing a suitable living environment.
2	Project Name	Public Services-Family Promise Re-Housing Financial Assistance
	Target Area	City-Wide Low/Mod Income Families
	Goals Supported	Improve Access/Stability of Affordable Housing
	Needs Addressed	Prevention of Homelessness Regional Response - Addressing Housing Instability
	Funding	CDBG: \$30,000

	Description	19 low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	19 low-income families
	Location Description	
	Planned Activities	19 low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing.
3	Project Name	Public Services-Family Promise Re-Housing Stabilization Services
	Target Area	City-Wide Low/Mod Income Families
	Goals Supported	Improve Access/Stability of Affordable Housing
	Needs Addressed	Prevention of Homelessness Regional Response - Addressing Housing Instability
	Funding	CDBG: \$20,000
	Description	19 low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	19 low-income families

	Location Description	
	Planned Activities	19 low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing.
4	Project Name	Public Services-Rental Assistance
	Target Area	City-Wide Low/Mod Income Families
	Goals Supported	
	Needs Addressed	Prevention of Homelessness Regional Response - Addressing Housing Instability
	Funding	CDBG: \$18,000
	Description	7 low-income persons pending eviction have the benefit of short-term rental assistance, administered by The Salvation Army Social Services, for the purpose of preventing homelessness and providing decent affordable housing.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	7 low-income persons
	Location Description	
5	Project Name	Public Services-Fair Housing
	Target Area	City-Wide Low/Mod Income Families
	Goals Supported	Improve Access/Stability of Affordable Housing

	Needs Addressed	Fair Housing and Consumer Legal Services
	Funding	CDBG: \$11,250
	Description	12,196 households, in low/moderate-income areas throughout the City, have the benefit of access to fair housing complaint investigation services and fair housing training for the purpose of providing decent affordable housing.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	12,196 households, in low/moderate-income areas throughout the City
	Location Description	
	Planned Activities	12,196 households, in low/moderate-income areas throughout the City, have the benefit of access to fair housing complaint investigation services and fair housing training for the purpose of providing decent affordable housing.
6	Project Name	Public Infrastructure - Crosswalk Improvement Project
	Target Area	All Low/Moderate-Income Areas
	Goals Supported	Enhance Infrastructure and Public Facilities
	Needs Addressed	Public Infrastructure and Facility Improvements
	Funding	CDBG: \$20,000
	Description	22,616 Wyoming residents that live within low/moderate-income areas have the benefit of enhanced sidewalk crossings at several of the busiest street intersections in the city, leading to increased traffic safety and reduced traffic injuries.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	12,196 households, in low/moderate-income areas throughout the City
	Location Description	
	Planned Activities	22,616 Wyoming residents that live within low/moderate-income areas have the benefit of enhanced sidewalk crossings at several of the busiest street intersections in the city, leading to increased traffic safety and reduced traffic injuries
7	Project Name	Rehabilitation-Single Unit Residential
	Target Area	City-Wide Low/Mod Income Families
	Goals Supported	Improve the Condition of Existing Housing
	Needs Addressed	Maintenance of Owner-Occupied Housing Minor and Emergency Housing Repairs
	Funding	CDBG: \$304,333
	Description	22,616 Wyoming residents that live within low/moderate-income areas have the benefit of enhanced sidewalk crossings at several of the busiest street intersections in the city, leading to increased traffic safety and reduced traffic injuries
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	13 housing units, with low/moderate-income families, will have affordable needed housing repair loans and deferred loans for the purpose of providing decent affordable housing.
	Location Description	
	Planned Activities	13 housing units, with low/moderate-income families, will have affordable needed housing repair loans and deferred loans for the purpose of providing decent affordable housing.
	Project Name	Public Services - Affordable Housing Educational Campaign

8	Target Area	All Low/Moderate-Income Areas
	Goals Supported	Improve Access/Stability of Affordable Housing
	Needs Addressed	Access/Stability of Affordable Owner Housing Access/Stability of Affordable Rental Housing Fair Housing and Consumer Legal Services Regional Response - Addressing Housing Instability
	Funding	CDBG: \$15,000
	Description	22,616 Wyoming residents that live within low/moderate-income areas throughout the city will have access to an educational campaign on affordable housing needs in the City.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	22,616 Wyoming residents that live within low/moderate-income areas.
	Location Description	
	Planned Activities	22,616 Wyoming residents that live within low/moderate-income areas throughout the city will have access to an educational campaign on affordable housing needs in the City.
9	Project Name	Rehabilitation-Home Repair Services
	Target Area	City-Wide Low/Mod Income Families
	Goals Supported	Improve the Condition of Existing Housing
	Needs Addressed	Maintenance of Owner-Occupied Housing Minor and Emergency Housing Repairs
	Funding	CDBG: \$75,000
	Description	60 low/moderate-income families, have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing.

	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	60 low/moderate-income families
	Location Description	
	Planned Activities	60 low/moderate-income families, have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing.
10	Project Name	Rehabilitation-Administration
	Target Area	City-Wide Low/Mod Income Families
	Goals Supported	Improve the Condition of Existing Housing
	Needs Addressed	Maintenance of Owner-Occupied Housing Minor and Emergency Housing Repairs
	Funding	CDBG: \$102,014
	Description	13 housing units, with low/moderate-income families, have affordable administration of housing rehabilitation funding for the purpose of providing decent affordable housing.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	13 low/moderate income families
	Location Description	
	Planned Activities	13 housing units, with low/moderate-income families, have affordable administration of housing rehabilitation funding for the purpose of providing decent affordable housing.
11	Project Name	Code Enforcement
	Target Area	City-Wide Low/Mod Income Families

	Goals Supported	Reduce Blight and Code Violations
	Needs Addressed	Housing and Other Code Violations
	Funding	CDBG: \$55,000
	Description	12,196 households, in low and moderate income areas throughout the City, have the benefit of CDBG monies to fund code enforcement activities for the purpose of providing a suitable living environment.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	12,196 low/moderate-income families
	Location Description	
	Planned Activities	12,196 households, in low and moderate income areas throughout the City, have the benefit of CDBG monies to fund code enforcement activities for the purpose of providing a suitable living environment.
12	Project Name	General Administration
	Target Area	City-Wide
	Goals Supported	Improve Access/Stability of Affordable Housing Reduce Blight and Code Violations Enhance Infrastructure and Public Facilities Increase Economic Opportunities
	Needs Addressed	Regional Response - Addressing Housing Instability
	Funding	CDBG: \$117,575
	Description	All (72,125) Wyoming residents have access to affordable administration of HUD programs for the purpose of providing a suitable living environment.

	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	All (72,125) Wyoming residents
	Location Description	
	Planned Activities	All (72,125) Wyoming residents have access to affordable administration of HUD programs for the purpose of providing a suitable living environment
13	Project Name	HUD Continuum of Care-Administration
	Target Area	City-Wide
	Goals Supported	Improve Access/Stability of Affordable Housing
	Needs Addressed	Prevention of Homelessness Regional Response - Addressing Housing Instability
	Funding	CDBG: \$5,000
	Description	All (72,125) Wyoming residents have access to affordable administration through the Heart of West Michigan United Way to support the Coalition to End Homelessness goals for the purpose of preventing homelessness and providing decent affordable housing.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	All (72,125) Wyoming residents
	Location Description	
	Planned Activities	All (72,125) Wyoming residents have access to affordable administration through the Heart of West Michigan United Way to support the Coalition to End Homelessness goals for the purpose of preventing homelessness and providing decent affordable housing.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Refer to the City of Wyoming CDBG Activities map which locates projects proposed for 2019-2020 in the AP-05 Executive Summary section. Also refer to the City's Low/Moderate Income Areas map in this same section which indicates all of the City's low/moderate-income areas. As stated in the Regional Consolidated Plan, the City of Wyoming has a lower median income than the balance of Kent County. Nearly 65% of all Wyoming households have incomes between 0-80% AMI. Of these households, 22% are extremely low-income, 20% are low-income, and 23% are moderate-income.

In reference to minority concentration, the Regional Consolidated Plan also states that the concentration of Non-White population is in the downtown and northern areas of the city. Eighteen percent of Wyoming's population is Hispanic/Latino, more than double the 2000 level.

The northern and eastern areas of the city contain the oldest housing units, and housing rehabilitation does regularly occur in both areas based on need and demand.

Geographic Distribution

Target Area	Percentage of Funds
All Low/Moderate-Income Areas	13
City-Wide Low/Mod Income Families	72
City-Wide	15
The Potters House Schools	0

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Basis of allocating funds in geographic areas:

- Our CDBG housing activities are available only to eligible low and moderate-income households throughout the City.
- Clearance of dilapidated structures, including, but not limited to, garages, porches and fencing, are available only to eligible low/moderate income households throughout the City.
- Code Enforcement and Fair Housing activities are only eligible in low and moderate-income areas.
- Rental Assistance is available city-wide to low-income persons pending eviction.
- Rapid Re-Housing Financial Assistance and Stabilization Services are available city-wide to low-income families moving out of homelessness and into stabilized housing.
- Commercial rehabilitation loans are available to businesses in low/moderate-income areas.

Discussion

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

In order to continue its efforts in supporting affordable housing and community development, the City continues to review its housing and development policies to help reduce any negative effects. The recommendations outlined in our adopted 2013 Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment (AI) are incorporated in the Kent County, City of Grand Rapids and City of Wyoming Regional Consolidated Housing and Community Development Plan 2016-2021. The City is currently updating its AI as part of its overall Master Plan update.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The 2013 Analysis of Impediments to Fair Housing and Housing Needs Assessment indicated the following impediments/opportunities, and we

have included actions taken for improvement:

Transportation-Housing Employer Linkage: We have planned for mixed use/mixed income development through the adoption of Form Based Codes along major thoroughfares. The Division Avenue Form Based Code is planned around the Silverline Rapid Bus Transit System. The City is also developing new bicycle transportation routes.

Education: The City continues to build relationships with non-profits and school districts. However, no activities will be funded during this current FY 2020-2021 under this category.

Banking, Finance and Insurance: The City continues to work with social service agencies that assist low-income, at-risk families who seek to better their housing situations. CDBG funding for short-term rental assistance will continue to be provided to low-income persons pending eviction. The City also will continue to fund Family Promise of Grand Rapids to provide Rapid Re-Housing Financial Assistance and Stabilization Services to low income families, and The Salvation Army and Inner-City Christian Federation for rental assistance. For FY 2020-2021 the City will fund its Commercial Rehabilitation Loan Program, providing businesses with affordable needed commercial repair loans for increased economic opportunity.

Private Housing and Development Incentives: The City will continue its consortium agreement with the Kent County allowing them to receive and administer Wyoming's federal entitlement of HOME dollars to fund Non-profit and CHDO agencies. Kent County will grant awards for projects within the City of Wyoming, taking into consideration the viability, community impact, and financial feasibility of the project.

Public Bodies and Boards: The City will continue its efforts in recruiting Board/Commission members to achieve a better balance by gender, race, ethnicity and geography so that different aspects of the community are represented.

Subsidized Housing and Cost of Living Assistance: The Wyoming Housing Commission continues to apply for HUD rent certificates and vouchers. The City provides assistance to low/moderate-income homeowners, through its Housing Rehabilitation Program and the funding of Home Repair Services, to repair homes, which allows homeowners to remain in their homes instead of having to move.

Housing Discrimination and Laws: The City continues to support the Fair Housing Center of West Michigan to promote and ensure fair housing is available throughout the city through complaint investigation services and fair housing training. Also, a new program has been added, "Writing to Right Wrongs", which is a High School curriculum educating youth about the history and issues surrounding fair housing. Also, the City, in

partnership with the Fair Housing Center of West Michigan, hosts an annual fair housing workshop to educate the Wyoming housing industry, including both the real estate and rental industry, on best fair housing practices and compliance with fair housing laws. In April 2017 the City amended its CDBG Program Citizen Participation Plan to implement the Assessment of Fair Housing final rule.

Land Use and Zoning: The City performs regular review of its policies and codes to remove specific barriers to affordable housing. Form Based Codes have been developed allowing for increased multi-use development and affordable housing opportunities.

Water/Sewer Infrastructure Improvements: The City regularly reviews and prioritizes its Capital Improvements Plan for upgrading sewer, water and stormwater infrastructure.

Discussion

The City will continue to communicate and collaborate with area stakeholders to establish city and county-wide approaches to developing affordable housing and addressing special needs in the community. The City has partnered with Habitat for Humanity of Kent County and Next Step of West Michigan to leverage public and private resources for neighborhood improvements and the stabilization of property values, while expanding affordable housing opportunities.

City Staff representation will continue on the West Michigan Regional Planning Commission, the Grand Valley Metro Council Technical Committee, the Interurban Transit Partnership, the Division Avenue Business Association, the Grand Rapids Home Builders Association, and the Grand Rapids Rental Property Owners Association. The Director of Community Services serves as the City's representative to the Kent County Land Bank and its Advisory Committee, the Kent County Essential Needs Task Force and the HUD Continuum of Care/Grand Rapids Coalition to End Homelessness.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

See other actions and processes to be carried out in the narrative below.

Actions planned to address obstacles to meeting underserved needs

The City's strategy to reduce poverty relies on promoting current and future programs, which assist low-income families, the elderly, the disabled, and those at risk of becoming homeless.

Actions planned to foster and maintain affordable housing

The 2013 Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment (AI) recommendations and outlined actions to reduce barriers to affordable housing have been incorporated in the adopted 2016-2020 Regional Consolidated Plan. The City is currently updating its AI as part of the its overall Master Plan update. For specific actions planned and taken to foster and maintain affordable housing, refer to Section AP-75.

Actions planned to reduce lead-based paint hazards

The City integrates lead hazard evaluation and reduction activities into all CDBG housing rehabilitation programs. The City's Building Rehabilitation Specialist is a State of Michigan licensed lead inspector and lead risk assessor. For each housing rehabilitation project, the Rehabilitation Specialist identifies the potential lead hazard, develops a plan for remediation and executes the plan for remediation, in compliance with federal standards. The City will provide CDBG housing rehabilitation applicants with applicable information on the hazards of lead-based poisoning.

Actions planned to reduce the number of poverty-level families

The City's strategy to reduce poverty relies on promoting current and future programs, which assist low-income families and senior citizens. The

following programs, administered by the City, assist households in poverty by reducing their expenses for such services and/or obligations:

- Community Development Block Grant -Loans at 3% annual interest are offered to households with incomes between 50% and 80% of the area median. Deferred Loans, at zero interest, repaid at a reduced amount, at the time of sale of the property, are offered to households with incomes below 50% of the area median.
- Senior Center - Free tax preparation services, free low cost recreation and leisure education programs, free legal consultation services and free medical and blood pressure screenings.
- Poverty Exemptions of Property Taxes -The City allows for an exemption of all or a part of real and personal property taxes to those persons, as determined by the Board of Review, to be in poverty. Wyoming averages about 50 exemptions each year.
- The City's Public Housing and rent certificates programs provide assistance to low-income families.
- Support of The Salvation Army Social Services and the Inner-City Christian Federation in administering subsistence payments for short-term rental assistance for low-income persons pending eviction.
- Support of Family Promise of Grand Rapids in assisting low-income families moving out of homelessness and into stabilized housing. The families receive the benefit of short-term rental assistance and support services to help maintain permanent housing and build assets to support self-sufficiency.

Actions planned to develop institutional structure

The City worked with Kent County and the City of Grand Rapids in the development and adoption of the 2016-2020 Kent County, City of Grand Rapids and City of Wyoming Regional Consolidated Plan. This plan will assist all three jurisdictions in aligning their planning processes.

Actions planned to enhance coordination between public and private housing and social service agencies

The City has renewed its annual memorandum of understanding with the Kent County Essential Needs Task Force Governance, which is a collective effort of governmental agencies, non-profits, faith-based organizations, funders and community volunteers who seek to enhance the

structure of services, and develop and support a sustainable model for the emergency response network for residents throughout Kent County.

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

The City of Wyoming expects to have \$788,173.00 available for the Community Development Program during the period July 1, 2020 through June 30, 2021. This amount consists of \$550,935.00 in an estimated annual entitlement grant from the U.S. Department of Housing and Urban Development, \$116,238.00 in carryover funds from fiscal year 2019-20 and \$121,000.00 from anticipated program income. This 2020-2021 budget plans for 100% of the funds to benefit low and moderate income persons.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	121,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	121,000

Other CDBG Requirements

1. The amount of urgent need activities	0
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2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.

100.00%

STATE OF MICHIGAN)
County of Kent
and County of Ottawa

ss. Shawn Suttrop

Being duly sworn deposes and say he/she is Principal Clerk of



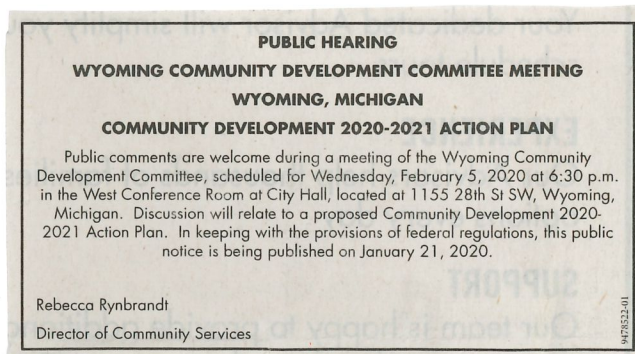
THE GRAND RAPIDS PRESS DAILY EDITION

a newspaper published and circulated in the County of Kent and the County of Ottawa and otherwise qualified according to Supreme Court Rule; and that the annexed notice, taken from said paper, has been duly published in said paper on the following day(days) _____

January 21 A.D. 20 20

Sworn to and subscribed before me this 21 day of January 20 20

Janice M. Degraaf
JANICE M. DEGRAAF
NOTARY PUBLIC, STATE OF MI
COUNTY OF KENT
MY COMMISSION EXPIRES Oct 3, 2020
ACTING IN COUNTY OF Kent



COMMUNITY DEVELOPMENT COMMITTEE
MEETING MINUTES OF FEBRUARY 5, 2020
CITY HALL WEST CONFERENCE ROOM
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Chris Hall

MEMBERS ABSENT: Debb Krenz, Jill DeJager, Jordan Stonehouse

STAFF PRESENT: Rebecca Rynbrandt, Director of Community Services
Stephanie Brock-Knoper, Community Development Specialist

Call to Order

The meeting was called to order at 6:45 by Hall.

Approval of the Agenda

Hall accepted the Agenda for the 2/5/2020 meeting.

Approval of Prior Meeting Minutes

Hall noted for the record his acceptance of the minutes of the Community Development Committee meeting held on 12/4/2019.

Public Comment on Non-Public Hearing Agenda Items (limit to 3 minutes)

There was no public present. Public comment was opened and closed at 6:48 p.m.

FY 2020-2021 Grant Making Process

Rynbrandt reviewed the projected items for the FY2020-2021 grant year for the CDBG funding. She reiterated that if there was an increase or decrease in funding, that any increase or decrease would be distributed equally among project items, not including administration or public services which are adjusted based upon percentage caps per HUD regulation. Carryover into the 2020-2021 year is being distributed to the rehab administration line, with an additional \$50,000 being allocated to the single-family rehab lines and a final \$25,000 in carryover being distributed to Home Repair Services.

Rynbrandt stated that the 2020 Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment report will be distributed to interested parties. This document will now be referred to in all future CDBG planning activities. Hall stated that it's necessary to reference the AI when making CDBG funding decisions.

Rynbrandt outlined the plan for getting the consolidated plan process started in April, and that an RFP would be drafted to engage a consultant for the work on the consolidated plan.

FY 2019-2020 Year End Projections

Rynbrandt stated that there are no big changes expected in terms of the initial grant allocation for 2020-2021, and that the expected total revenue would be \$671,000. She stated that we don't have final total budget numbers yet because we have to get final word from the finance department. The projects that were planned on for the upcoming year were outlined again, including the Fair Housing Center, the work The Diatribe does with the FHC, Rapid Rehousing work to be performed by Family Promise, Salvation Army eviction prevention work, and the affordable housing campaign. The limit on administration costs currently is \$134,000 and the projected budget is within that limit. Additionally, the cap on public services is 15% of last year's program income and this year's current grant allocation, and we are close to being spent on that public services cap for this current fiscal year.

Public Hearing on the Community Development One Year Action Plan for July 1, 2020-June 30, 2021

Public hearing opened and closed at 6:52. There was no public present.

Motion to Recommend to City Council

CD Committee members present recommended advancing the proposed CDBG budget and annual action plan to City Council.

Analysis of Impediments (AI) to Fair Housing Choice & Housing Needs Assessment – Debrief of February 3, 2020 Joint Meeting

Rynbrandt and Hall shared their general impressions of the Joint Meeting of the City Council, Planning Commission, Zoning Board of Appeals, and Community Development Committee that had been held on 2/3/2020 in which the 2020 Analysis of Impediments had been discussed.

Committee Member Recruitment

Rynbrandt and Hall discussed the possibility that the meeting time of the Community Development Committee should be discussed in an effort to recruit more members. A discussion of moving the meeting to daytime was had. If this was implemented, Rynbrandt suggested that lunch be provided to participants as an added incentive. Hall stated that all committees, boards and commissions that he was aware of were struggling similarly to recruit and retain membership, and that a consistent time needs to

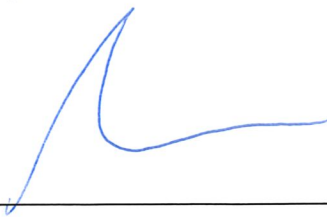
be picked. He did suggest that it may be easier to recruit members who work during the day at lunch hour. Brock-Knoper is going to check with the program's rehabilitation program inspector to see if they know of any past CDBG clients that would be willing to serve on the committee.

Motion to Adjourn the Wyoming Community Development Committee Meeting

Hall adjourned the meeting at 7:00 PM.

Next CD Committee Meeting

Rynbrandt recommended that the next CD Committee meeting be held on 4/1/2020 at 6:30 p.m.



Stephanie Brock-Knoper

Community Development Specialist

RESOLUTION NO. 26598

A RESOLUTION TO SET A DATE FOR A PUBLIC HEARING ON THE PROPOSED
WYOMING COMMUNITY DEVELOPMENT 2020/2021 ONE YEAR ACTION PLAN

WHEREAS:

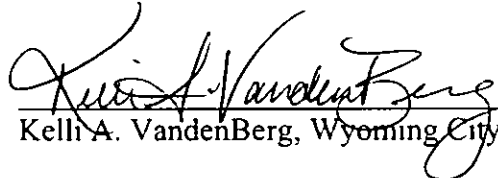
1. The City of Wyoming has applied for and obtained 44 years of Community Development Block Grant (C.D.B.G.) funds from the Department of Housing and Urban Development.
2. It is necessary to submit a One Year Action Plan application for the 45th program year covering the period of July 1, 2020, through June 30, 2021.
3. On February 5, 2020, the Wyoming Community Development Committee unanimously recommended a proposed Wyoming Community Development 2020/2021 One Year Action Plan.
4. A City Council public hearing is a requirement prior to City Council approval of the Wyoming Community Development 2020/2021 One Year Action Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the date of April 6, 2020 at 7:01 P.M. for a public hearing on the Wyoming Community Development 2020/2021 One Year Action Plan.

Moved by Councilmember:	Postema
Seconded by Councilmember:	Postler
Motion carried	Yes 5
	No 0

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 17, 2020.


Kelli A. VandenBerg, Wyoming City Clerk

STATE OF MICHIGAN)
County of Kent
and County of Ottawa

ss Naun Sutton

Being duly sworn deposes and say he/she is Principal Clerk of



THE GRAND RAPIDS PRESS DAILY EDITION

a newspaper published and circulated in the County of Kent and the County of Ottawa and otherwise qualified according to Supreme Court Rule; and that the annexed notice, taken from said paper, has been duly published in said paper on the following day(days) _____

February 18 A.D. 20 20

Sworn to and subscribed before me this 18th day of February 2020

Janice M. DeGraaf
JANICE M. DEGRAAF
NOTARY PUBLIC, STATE OF MI
COUNTY OF KENT
MY COMMISSION EXPIRES Oct 3, 2020
ACTING IN COUNTY OF Kent

CITY OF WYOMING NOTICE OF PUBLIC HEARING

At a regular meeting of the Wyoming City Council held on February 17, 2020, a public hearing was set to receive comment of the following:

PROPOSED WYOMING COMMUNITY DEVELOPMENT 2020/2021 ONE YEAR ACTION PLAN

The hearing will be held at 7:01 p.m. on April 6, 2020 in the Council Chambers at City Hall, 1155 28th Street SW, Wyoming, MI 49509. Persons wishing further information about the plan can contact the Community Development Office at 616-530-7266, 1155 28th Street SW, Wyoming, MI.

Kelli VandenBerg
Wyoming City Clerk

9516382-01

**AVAILABILITY FOR PUBLIC REVIEW
CITY OF WYOMING'S
CONSOLIDATED HOUSING AND COMMUNITY DEVELOPMENT
ONE-YEAR ACTION PLAN
July 1, 2020 - June 30, 2021**

The City of Wyoming Community Development Committee on February 5, 2020 approved a Consolidated Housing and Community Development One-Year Action Plan. This plan outlines the programs to be initiated in the upcoming fiscal year. A public hearing is set for April 6, 2020, to be held at Wyoming City Hall, at 1155 28th St SW, Wyoming, MI 49509. The City of Wyoming expects to have \$788,173.00 available for the Community Development Program during the period beginning July 1, 2020 through June 30, 2021. This amount consists of \$550,935.00 in an estimated annual entitlement grant from the U.S. Department of Housing and Urban Development, \$116,238.00 in carryover funds from fiscal year 2019-20 and \$121,000.00 from anticipated program income. Any increase or decrease in funding to match actual allocation amounts will be equitably divided between programs, excluding Public Services and Administrative activities, and adjusted based upon HUD mandated formula caps. Submittal of the plan to HUD will be within 60 days after the date allocations are announced. The City will certify to HUD that it has developed programs to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention of slums and blight. The following is a summary of the proposed use of funds for fiscal year 2020-2021:

- **Clearance/Demolition:** 3 homeowners, with low/moderate-income families, would have free needed dilapidated structure demolition grants, including, but not limited to, garages, porches and fencing, for the purpose of providing a suitable living environment (\$15,000.00).
- **Crosswalk Improvement Project:** All (72,125) Wyoming residents have the benefit of enhanced sidewalk crossings at several of the busiest street intersections in the city, leading to increased traffic safety and reduced traffic injuries (\$20,000.00).
- **Public Services - Family Promise Re-Housing Financial Assistance:** 19 low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing (\$30,000.00).
- **Public Services - Family Promise Re-Housing Stabilization Services:** 19 low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing (\$20,000.00).
- **Public Services - Rental Assistance:** 7 low-income persons pending eviction have the benefit of short-term rental assistance, administered by The Salvation Army Social Services, for the purpose of preventing homelessness and providing decent affordable housing (\$18,000.00).
- **Public Services - Fair Housing:** 12,196 households, in low and moderate-income areas throughout the City, have the benefit of access to fair housing complaint investigation services and fair housing training for the purpose of providing decent affordable housing (\$11,250.00).
- **Public Services - Affordable Housing Educational Campaign:** 22,616 Wyoming residents that live within low- and moderate- income areas throughout the city will have access to an educational campaign on affordable housing needs in the City (\$15,000.00).
- **Rehabilitation - Single Unit Residential:** 11 housing units, with low/moderate-income families, will have affordable needed housing repair loans and deferred loans for the purpose of providing decent affordable housing (\$304,333.56).
- **Rehabilitation - Home Repair Services:** 60 low/moderate-income households have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing (\$75,000.00).
- **Rehabilitation - Administration:** 11 housing units, with low/moderate-income families, have affordable administration of housing rehabilitation funding, for the purpose of providing decent affordable housing (\$102,014.44).
- **Code Enforcement:** 12,196 households, in low- and moderate-income areas throughout the City, have the benefit of CDBG monies to fund code enforcement activities for the purpose of providing a suitable living environment. (\$55,000.00).
- **General Administration:** All (72,125) Wyoming residents have affordable administration of HUD programs for the purpose of providing a suitable living environment (\$117,575.00).
- **HUD Continuum of Care - Administration:** All (72,125) Wyoming residents have access to affordable administration through the Heart of West Michigan United Way to support the Coalition to End Homelessness goals for the purpose of preventing homelessness and providing decent affordable housing (\$5,000.00).

Draft copies of this proposed plan are now available for public review and comment. Copies of the plan may be viewed during normal business hours at the Community Development Department at Wyoming City Offices, 1155 28th St SW, Wyoming MI 49509, (616) 530-7266; at the Wyoming Public Library located at 3350 Michael SW, Wyoming MI 49509, (616) 530-3181 or viewed on the City's website. In keeping with the provisions of federal regulations, public notice of the availability of Wyoming's "One Year Action Plan 2020-2021" will be published on February 18, 2020.

Kelli A. VandenBerg
Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE
AN EMPLOYMENT AGREEMENT WITH THE
DIRECTOR OF PUBLIC WORKS

WHEREAS:

1. The City Manager desires to enter into employment agreements with officers and employees in administrative service for the City.
2. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
3. The City Manager has negotiated an employment agreement with the Director of Public Works.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Employment Agreement

Resolution No. _____

CITY OF WYOMING

EMPLOYMENT AGREEMENT – DIRECTOR OF PUBLIC WORKS

THIS AGREEMENT between Myron C. Erickson, 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 hereby employs the Employee as Director of Public Works. This appointment shall be effective at 5:01 p.m. on May 14, 2020. The Employee understands that as Director of Public Works, he serves at the pleasure of the City Manager, who may terminate the Employee for any reason at any time as provided by the City Charter and City Code and subject only to the provisions of Section 6 of this agreement.

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

3. SERVICE DATE. The Employee’s date of service with the City shall be March 16, 1995. 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, pension plan, retiree 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 herein. Effective May 14, 2020 and each year thereafter, Employee shall be credited with an additional 40 hours of annual vacation (earn a maximum of 240 hours vacation per year).

6. **VEHICLE USE.** The City shall provide Employee with the use of a late model automobile. All maintenance, fuel, operating costs, and any other expenses of the automobile shall be borne by the City. Employee and City Manager may agree to alternative arrangements, which may include the payment of a car allowance in lieu of the City providing Employee a vehicle.

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 thirty (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.

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; or 6) performed a deliberate and wrongful act. 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, any written or oral contracts to the contrary notwithstanding. 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 court 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, 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: _____

Myron C. Erickson
Director of Public Works

CITY OF WYOMING

Dated: _____

Curtis Holt
City Manager

RESOLUTION NO. _____

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

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. That Eagle Glen Avenue and Mulligan Drive located within the Greens of Wyoming plat are located within the City of Wyoming and are under control of the City of Wyoming.
2. Said streets are public streets and are for public street purposes.
3. Said streets are accepted into the City of Wyoming Local Street System and were open to the public prior to December 31, 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 April 6, 2020.

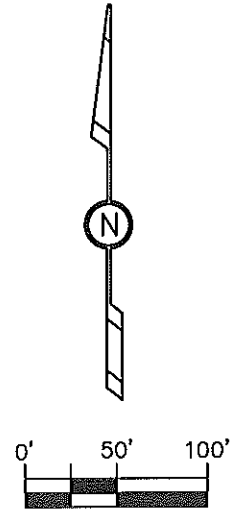
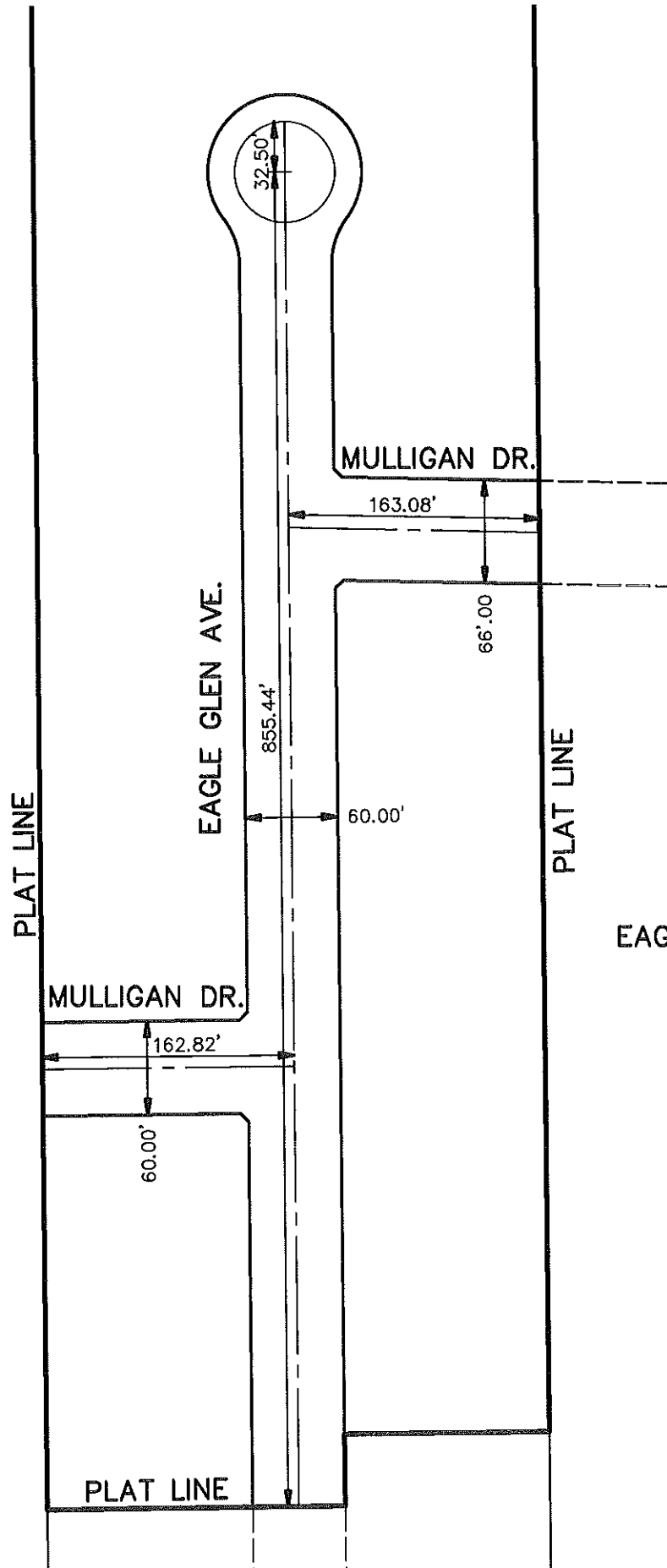
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Centerline Drawing
Final Plat Approval

Resolution No. _____

GREENS OF WYOMING PHASE 1



SCALE: 1" = 100'

EAGLE GLEN AVE. 887.94'
MULLIGAN DR. 325.90'

RESOLUTION NO. 26507

RESOLUTION TO GRANT FINAL PLAT APPROVAL TO THE PROPOSED
GREENS OF WYOMING SUBDIVISION PHASE 1

WHEREAS:

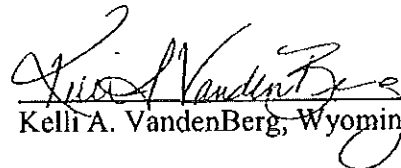
1. The City of Wyoming strives to provide quality housing throughout the community. The proposed subdivision will provide 39 residential lots to complement this endeavor.
2. The proposed Greens of Wyoming Subdivision will integrate with the adjoining residential subdivisions to the east and provides an appropriate development of a vacant site.
3. The proposed subdivision complies with the City Land Use Plan 2020, Zoning Ordinance and Subdivision Ordinance.
4. The Planning Commission recommended final plat approval of phase 1 of the proposed subdivision at their September 17, 2019 meeting.

NOW, THEREFORE, BE IT RESOLVED:

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

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2019.


Kelli A. VandenBerg, Wyoming City Clerk

City of **Wyoming** Michigan

Planning & Community Development | 1155 28th St SW, Wyoming, MI 49509
616.530.7266 | Fax 616.249.3442 | wyomingmi.gov

September 25, 2019

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to grant Final Plat Approval for Greens of Wyoming Phase 1. The property is located at 1207 56th Street SW. (Section 35) (Westview Capital, LLC).

Recommendation: To grant Final Plat Approval

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on September 17, 2019. A motion was made by Weller, supported by Arnoys, to grant Final Plat Approval for Phase 1 and recommend the same to City Council. The motion passed unanimously. A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

The petitioner proposes 39 lots on 13.15 acres developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The development connects to the Palmer Park subdivision to the east. The plat extends Mulligan Drive and will eventually link all subdivisions over to Burlingame Avenue.

The platting of property is a three step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was approved by Planning Commission on June 21, 2016 and City Council on July 5, 2016.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Preliminary Plat Final Approval was originally granted on August 15, 2017 by Planning Commission. The plat was approved as one phase originally. The revised submitted plat was divided into two phases and granted Preliminary Plat Final Approval by Planning Commission on August 20, 2019 and City Council on September 3, 2019.



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

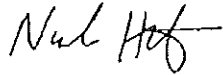
Robert Postema

Sam Bolt

Jack A. Poll, Mayor

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with the first name "Nicole" and last name "Hofert" clearly distinguishable.

Nicole Hofert, City Planner
Department of Community Services

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

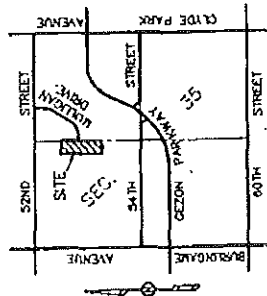
GREENS OF WYOMING

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

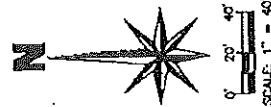
SHEET 1 OF 3

RESTRICTION NOTE
THIS INSTRUMENT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 284 OF 1967, AS AMENDED, ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE CITY OF WYOMING AND THE KENT COUNTY DRAIN COMMISSIONER WHICH ARE RECORDED IN INSTRUMENT NUMBER _____ OF RECORDS OF THIS COUNTY.

CURVE TABLE				
CURVE NO.	CENTRAL ANGLE	RADIUS	LENGTH	CHORD
1	30°52'12"	50.00'	32.18'	31.52'
2	25°44'23"	50.00'	22.43'	20.00'
3	30°52'12"	50.00'	32.18'	31.52'



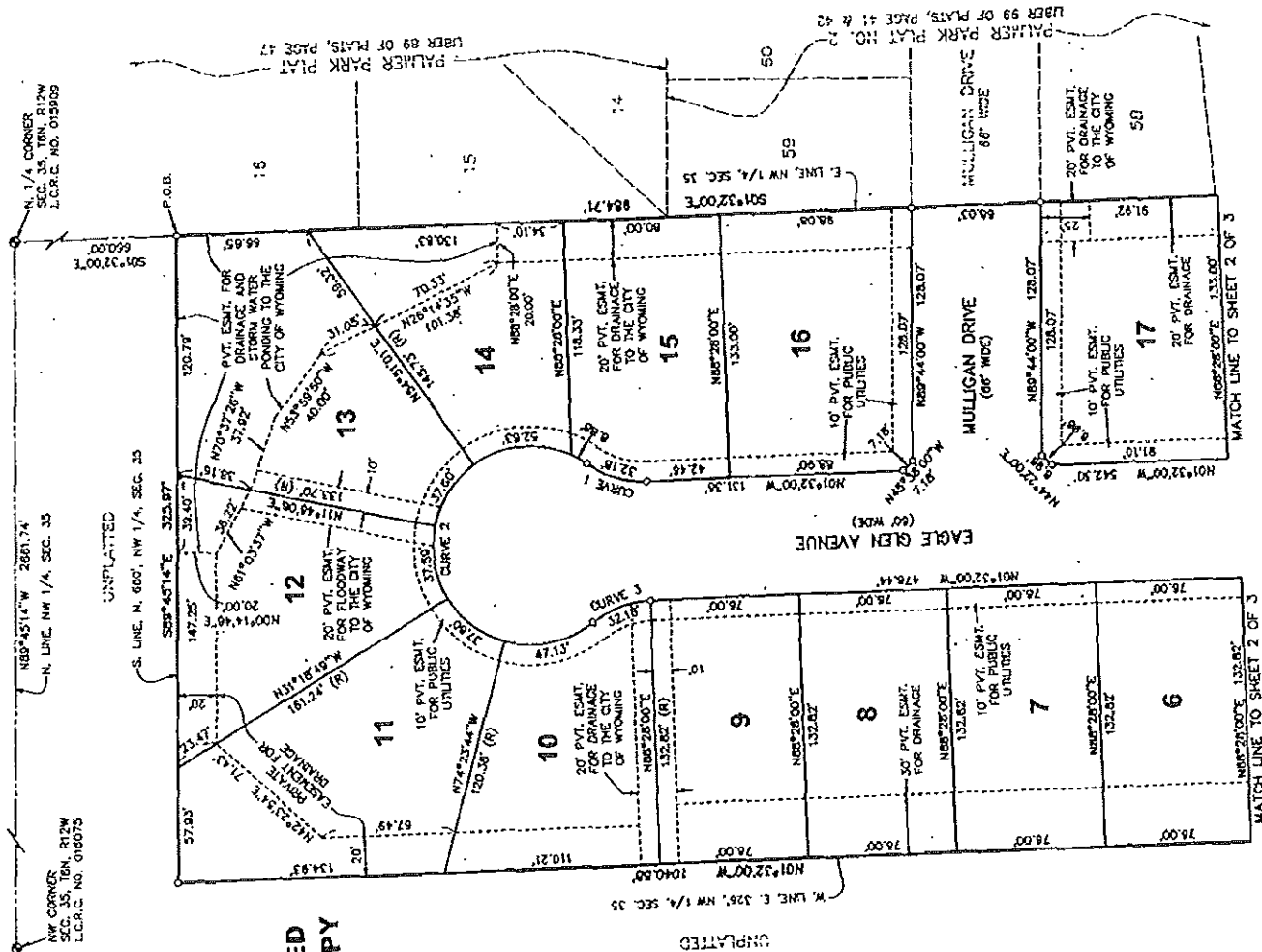
LOCATION MAP
NO SCALE



LEGEND
ALL DIMENSIONS ARE IN FEET.
CURVING MEASUREMENTS ARE ARC MEASUREMENTS.
PLAT BEARINGS ARE BASED ON PALMER PARK PLAT AS RECORDED IN UR 89 OF PLATS, PAGE 47.
Q = SET MONUMENT WITH A 1/2" DIAMETER STEEL BAR, 30" LONG, ENCASED IN 4" DIAMETER CONCRETE.
ALL LOT CORNERS ARE MARKED BY 1/2" DIAMETER STEEL BARS, 18" IN LENGTH, WITH SURVEY CAP MARKED EXC. 35067.
R = RADIAL LINES NOT MARKED ARE NON-RADIAL.
S = FOUND MONUMENT WITH A 1/2" DIAMETER STEEL BAR, ENCASED IN 4" DIAMETER CONCRETE.
INST. = INSTRUMENT

SHEET INDEX		NO SCALE	
11	12	13	14
15	16	17	18
19	20	21	22
23	24	25	26
27	28	29	30
31	32	33	34
35	36	37	38
39	40	41	42
43	44	45	46
47	48	49	50

CERTIFIED
TRUE COPY



Handwritten signature

PART OF THE NW 1/4, SECTION 35, T6N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN
SHEET 2 OF 3

RESTRICTION NOTE: THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 208 OF 1907, AS AMENDED, ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE CITY OF WYOMING AND THE KENT COUNTY DRAIN COMMISSIONER WHICH ARE RECORDED IN INSTRUMENT NUMBER _____ OF RECORDS OF THIS COUNTY.

LOCATION MAP
NO SCALE



Diagram illustrating the layout of a 24-hole punch card, divided into two main sections:

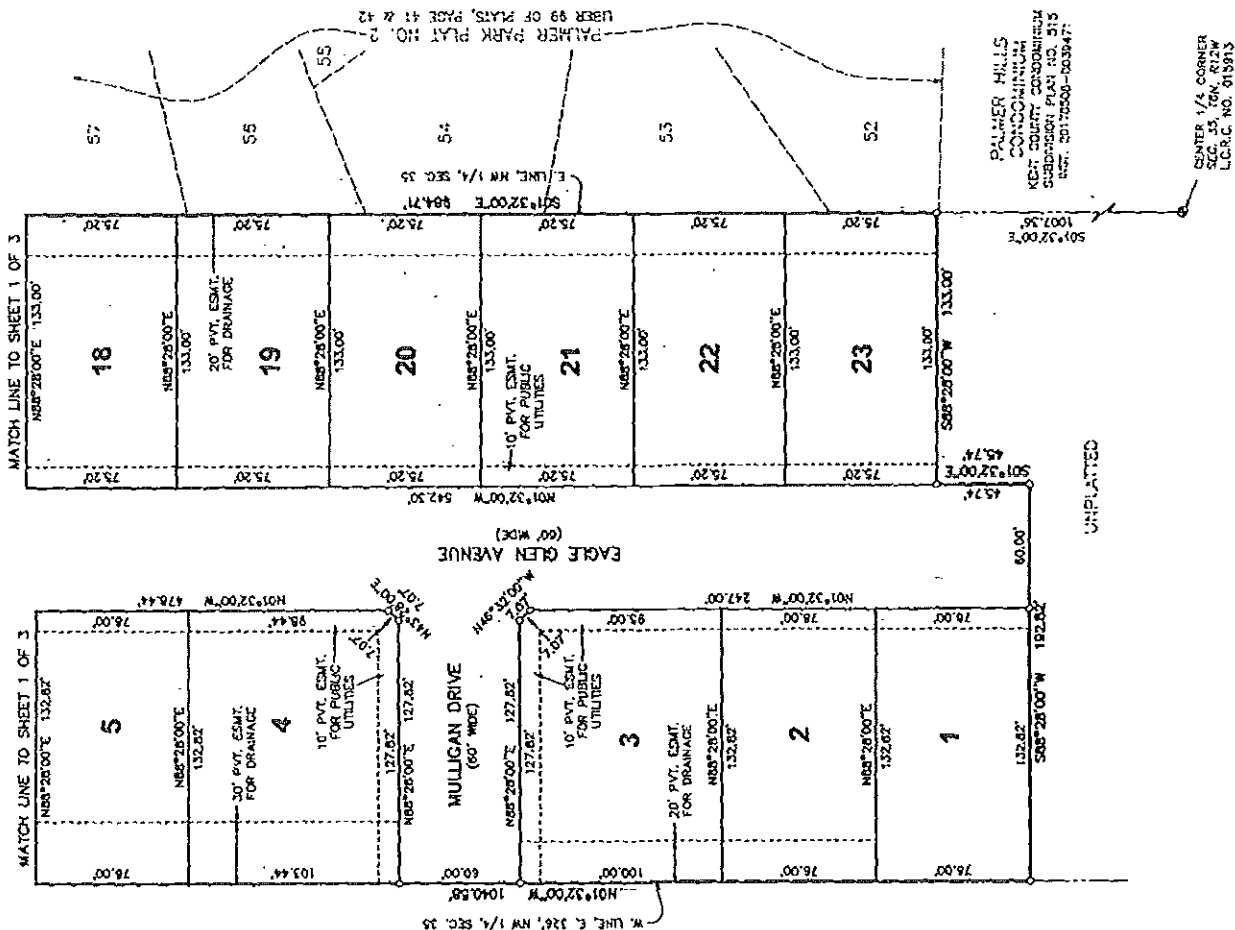
- SHEET 1** (Left side): Contains 12 holes, numbered 1 through 12.
- SHEET 2** (Right side): Contains 12 holes, numbered 13 through 24.
- MAGNETIC DRIVE**: A central column of 12 holes, numbered 1 through 12, located between the two main sections.
- SHEET INDEX NO SCALE**: A label indicating the sheet index and scale.

LEGEND
ALL DIMENSIONS ARE IN FEET.
CURVATURE MEASUREMENTS ARE ARC MEASUREMENTS.
PLAY BEARINGS ARE BASED ON PLATES ON PLAY
AT RECORDED IN LIEB 18 OF PLATS.
0 - 257' MONUMENT WITH A 1/2" DIAMETER STEEL BAR, 36" LONG,
ENCASED IN 4" DIAMETER CONCRETE.
ALL LOT CORNERS ARE MARKED BY 1/2" DIAMETER STEEL BARS,
18" IN LENGTH WITH SURVEY CAP MARKED SOLE, 10247.
0 - 257' MONUMENT WITH A 1/2" DIAMETER STEEL BAR,
ENCASED IN 4" DIAMETER CONCRETE.
0 - 257' MONUMENT WITH A 1/2" DIAMETER STEEL BAR,
ENCASED IN 4" DIAMETER CONCRETE.



Handwritten signature: *Handwritten signature*

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

CONTAINS 23 LOTS AND 7.81 ACRES.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF ALL CONCERNED, THAT SUCH PLAT IS A CORRECT REPRESENTATION OF THE SURVEYED LANDS, AND THAT THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT, INTO THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE MANNER AND ACCORDANCE WITH THE ACT, THAT THE ACCURACY OF SURVEY IS WITHIN THE LIMITS REQUIRED BY THE ACT, AND AS EXPRESSED IN THE PLAT ARE EXPRESSED AS REQUIRED BY THE ACT, AND AS EXPAINED IN THE LEGEND.

KENNETH J. VIENZ, VICE PRESIDENT
PROFESSIONAL SURVEYOR NO. 51401



Surveyor's Certification of True Copy
KENNETH J. MIERZEN, Surveyor, Certifies:

THAT PURSUANT TO SECTION 500.101 TO 500.293, THIS IS A TRUE COPY OF THE FINAL PLAT OF GREENS OF WYOMING, PART OF THE NW 1/4, SECTION 35, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MORGAN; AND, THAT THE FINAL PLAT IS SUBJECT TO THE APPROVAL OF EACH OF THE FOLLOWING AGENCIES (WHOSE APPROVAL IS REQUIRED UNDER SECTION 500.103 TO 500.293):

SECTION 000.101 TO 000.283:
KENNETH YONKER, KENT COUNTY DEAN COMMISSIONER
KELLI VANCEGRO, CITY OF WYOMING CLERK
AMANDY BOLTER, BOARD CHAIRMAN, COUNTY PLAT BOARD
KISA POSTHUMUS LYONS, COUNTY CLERK/REGISTER OF DEEDS, COUNTY PLAT BOARD
KENNETH D. PARRISH, COUNTY TREASURER, COUNTY PLAT BOARD

August 12, 2019

KENNETH J. MERTON, P.8. NO. 51491

[illegible]

WESTVIEW CAPITAL, LLC
2100 E. CENTRE STREET
PORTAGE, MICHIGAN 49002
STATE FILE NUMBER E15007
FILED ON NOVEMBER 13, 2006

BY: GREEN HOLDINGS, LLC, ITS MANAGER
2180 E. CENTRE STREET
PORTAGE, MICHIGAN 49002

STATE FILE NUMBER D1188P
FILED ON NOVEMBER 8, 2009

BY: THOMAS M. SARABEL, VICE PRESIDENT

ACKNOWLEDGEMENT
STATE OF MICHIGAN

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 19 DAY OF JULY, 2019, BY THOMAS M. LARABEL, VICE PRESIDENT OF GREEN MICHIGAN LIMITED LIABILITY COMPANY, MANAGER OF WESTVIEW CAPITAL, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY.

JAMES A. SWANSON
NOTARY PUBLIC, KENT COUNTY, MICHIGAN
MY COMMISSION EXPIRES: 01/09/2020

PROPRIETOR, CERTIFICATE OF INTEREST IN THE SOUTHERN MICHIGAN BANK & TRUST, 51 WEST PEARL STREET, COLDWATER, MICHIGAN 48001, A MICHIGAN BANKING CORPORATION, DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY TOM BOWEN, VICE PRESIDENT, AS PROPRIETOR, HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT, THAT THE INTERESTS ARE TO BE USED FOR THE PURPOSE OF PUBLIC UTILITY, AND THAT THE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT.

SOUTHERN MICHIGAN BANK & TRUST
61 WEST PEARL STREET
COLDWATER, MICHIGAN 49038

TOM RADOSH, VICE PRESIDENT

ACKNOWLEDGMENT
STATE OF MICHIGAN
COUNTY OF Washtenaw
THE FOREGOING
OF July
MICHIGAN BANK & TR
CORPORATION

COUNTY OF WOODHURST ALTA
 COUNTY OF WOODHURST ALTA
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21 DAY
 OF SEPTEMBER, 2019, BY TOM SWENSON, VICE PRESIDENT OF SOUTHERN
 MICHIGAN BANK & TRUST, A MICHIGAN BANKING CORPORATION, ON BEHALF OF THE
 CORPORATION.

Shirley R. Vinland
 Notary Public for the State of Michigan
 MY COMMISSION EXPIRES: SEPTEMBER 2023

TREASURER'S CERTIFICATE
THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS
FOR THE 5 YEARS PRECEDING _____, 2019, INVOLVING THE LANDS
INCLUDED IN THIS PLAT.

KENNETH D. PARRISH, KENT COUNTY TREASURER

COUNTY DRAIN COMMISSIONER'S CERTIFICATE
APPROVED ON 2019, AS COMPLYING WITH 1907 PA 280, MCL
860.182 AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE
IN THE COUNTY OF KENT.

DATE: _____
KENNETH YONKER, DRAIN COMMISSIONER

MUNICIPAL CERTIFICATE

CITY COMMISSIONER CARMICHAEL STATED THAT THE ABOVE LAND WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF GAITHERSBURG IN JANUARY 2019 AND WAS REVIEWED BY THE BOARD OF ZONING ADJUDICATION MEETING HELD ON FEBRUARY 18, 2019. THE ABOVE LAND WAS FOUND TO BE IN COMPLIANCE WITH 1507 FA 22M, MCL 56A.161 TO 56A.203. THE CITY DOES HAVE THE PROPERLY ADOPTED ZONING CONTROL ORDINANCES WITH REFERENCE TO SECTION 14(4) OF 1507 FA 22M, AND 198 OF 1507 FA 22M, AND THE CITY WAIVED THE MINIMUM LOT SIZE AND REQUIRED SETBACKS FOR THIS ALLOTMENT. THE CITY HAS NO RECORD OF ANY OTHER WATER SERVICES LOT OR LOTS LOCATED NEARBY THE ABOVE LAND. THE ABOVE LANDS HAD BEEN POSTED AND EXPIRES WITHIN ONE YEAR OF THE ABOVE DATE.

DATE:

KELLI VANDENBERG, CITY CLERK

COUNTY PLAT BOARD CERTIFICATE
THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE KENT COUNTY PLAT BOARD ON _____ 2010, AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF 1987 PA 265, MCL 560.101 TO 560.293, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

**WANDY BOLTER, BOARD CHAIRMAN
BOARD OF COMMISSIONERS**

ALTA POSTHUMUS LYONS, COUNTY CLERK
REGISTER OF DEEDS

KENNETH G. PARRISH
KENT COUNTY TREASURER

RECOGNIZING CERTIFICATE

RECORDING CERTIFICATE
(STATE OF MICHIGAN)
COUNTY OF KENT)
THIS PLAT WAS RECEIVED FOR RECORD ON THE _____ DAY
OF _____, 20____, AT _____, MI. AND RECORDED IN
INSTRUMENT NO. _____

THE CONSTITUTIONAL POWER OF DEPOS

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING
PLANNING COMMISSION AT ITS REGULAR MEETING OF OCTOBER 15, 2019

PLANNING COMMISSION
MEETING MINUTES OF SEPTEMBER 17, 2019
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Arnoys, Bueche, DeLange, Hegyi, Smart, VanDuren, Weller

MEMBERS ABSENT: Goodheart, Micele

STAFF PRESENT: Hofert, City Planner
Brock-Knoper, Recording Secretary

DeLange called the meeting to order at 7:00 PM.

Motion by Hegyi supported by VanDuren, to excuse Micele. Motion carried unanimously.

APPROVAL OF MINUTES

The minutes of August 20, 2019 were approved as written.

APPROVAL OF AGENDA

The agenda was approved as presented.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

There was no public comment.

AGENDA ITEM NO. 1

Request for Final Plat Approval for Greens of Wyoming Phase 1. The property is located at 1207 56th Street SW. (Section 35) (Westview Capital, LLC)

Hofert explained that the full plat is 13.15 acres with 39 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The development connects to the Palmer Park subdivision to the east. The plat extends Mulligan Drive and will eventually link all subdivisions over to Burlingame Avenue. The first phase of the project is on the north side of the development and contains 23 lots.

Hofert outlined the platting process. The platting of property is a three-step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was approved by Planning Commission on June 21, 2016 and City Council on July 5, 2016.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Preliminary Plat Final Approval was originally granted on August 15, 2017 by Planning Commission. The plat was approved as one phase originally. The revised submitted plat was divided into two phases and granted Preliminary Plat Final Approval by Planning Commission on August 20, 2019.

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

Hofert reported that the developer had provided a bond to the city for all incomplete public improvements.

Hofert stated that it is the recommendation of the Development Review Team that the Planning Commission grant Final Plat Approval for Greens of Wyoming Phase 1 and recommend the same to the City Council subject to conditions 1-4.

- 1.) Developer/Engineer shall provide detailed determination of cost for any incomplete public improvements and provide a bond to the City of Wyoming on the Monday prior to the Planning Commission meeting seeking Final Plat Approval.
- 2.) Engineer shall provide detailed restrictive covenants for the proposed Plat including a Block Grading plan identifying overland stormwater runoff routes for review and approval of the Engineering Department.
- 3.) The Engineer shall certify the construction of the plat grading after completion of construction. The certification shall verify with as-built survey, the plat grading meets all relevant grades, and elevations per the approved grading plan. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.
- 4.) The Engineer shall certify the construction of the detention basin upon completion. The certification shall verify with as-built survey the pond grading meets all relevant grades, required volumes and release rates per the approved storm water design. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.

Motion by Weller, supported by Arnoys, to grant Final Plat Approval for Greens of Wyoming Phase 1 located at 1207 56th Street SW, and recommend the same the City Council subject to conditions 1-4. Discussion followed.

Beuche had a question about whether bonding had already been done and Hofert replied that it had, and that the bond was accepted by the city's engineering department.

A vote on the motion carried unanimously.

PUBLIC COMMENT

Audience member Laura St. Louis introduced herself to the Commission as a representative of Disability Advocates of Kent County. She stated that she very much looks forward to attending future meetings and that her supervisor, Dave Holkowski, was one of the County Commissioners.

Hofert reminded the Commissioners that a special Planning Commission meeting has been scheduled for October 1, 2019 at 7:00 p.m. The normal meeting date of the third Tuesday of the month has not been changed.

Hofert also updated the Commissioners on the Master Plan effort and discussed the upcoming Community Visioning Workshop being held in the Godwin Heights auxiliary gym on October 3rd from 6:00pm – 8:00pm. Hofert noted that translation services will be provided.

Hofert also stated that there had been a presentation on affordable housing the previous night at the City Council work session and that she would distribute copies of the presentation to all Commission members.

ADJOURNMENT

The meeting was adjourned at 7:07 p.m.

William Heygi, Secretary
Wyoming Planning Commission

Stephanie Brock-Knoper, Recording Secretary
Wyoming Planning Commission

RESOLUTION NO. _____

RESOLUTION TO DEDICATE MULLIGAN DRIVE IN BUCK CREEK HILL PLAT
LOCATED WITHIN THE CITY OF WYOMING TO BE INCLUDED
IN THE MUNICIPAL STREET SYSTEM

WHEREAS:

1. The City of Wyoming has approved and accepted the Mulligan Drive public street improvements in the Buck Creek Hill plat located within its corporate limits.
2. It is necessary for the City of Wyoming to furnish certain information to the State of Michigan for the purpose of obtaining funds under Act 51 of 1951.
3. Said street is located within the City of Wyoming and is under the control of the City of Wyoming Street System.

NOW, THEREFORE, BE IT RESOLVED:

1. That Mulligan Drive located within the Buck Creek Hill plat is located within the City of Wyoming and is under control of the City of Wyoming.
2. Said street is a public street and is for public street purposes.
3. Said street is accepted into the City of Wyoming Local Street System and was open to the public prior to December 31, 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 April 6, 2020.

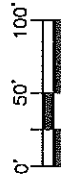
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Centerline Drawing
Final Plat Approval

Resolution No. _____

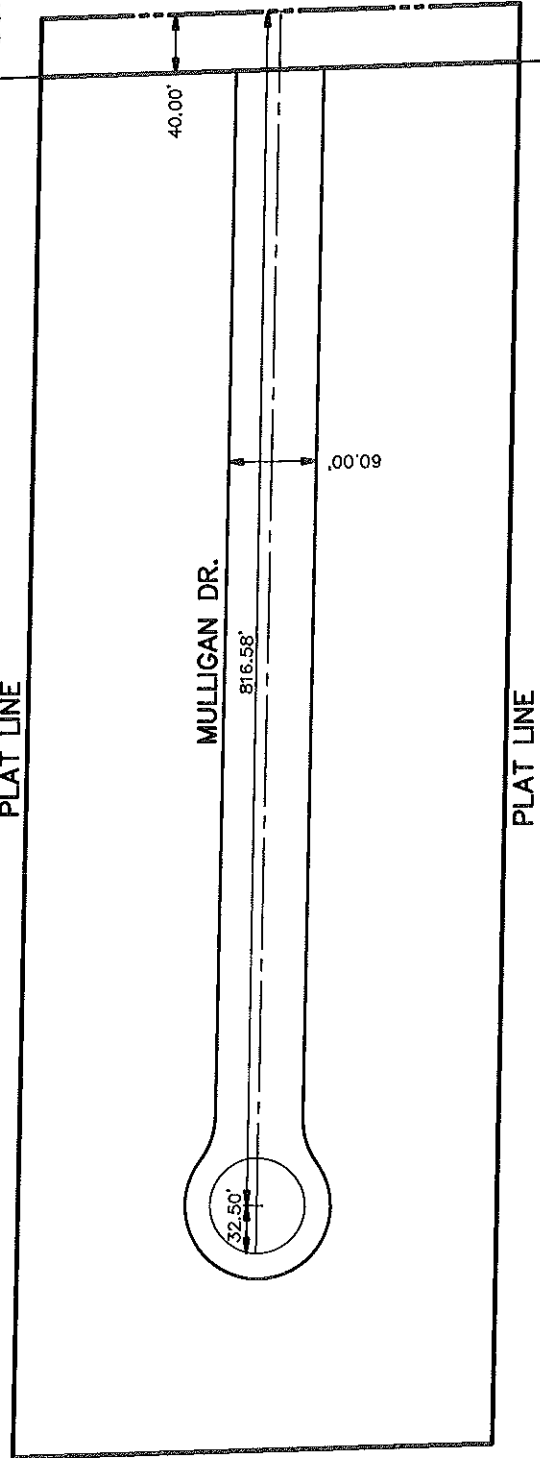
BUCK CREEK HILL



SCALE: 1" = 100'

MULLIGAN DR. 849.08'

PLAT LINE



PLAT LINE

RESOLUTION NO. 26365

RESOLUTION TO GRANT FINAL PLAT APPROVAL TO THE PROPOSED
BUCK CREEK HILL SUBDIVISION

WHEREAS:

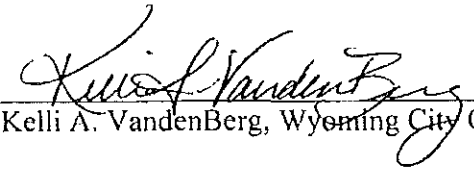
1. The City of Wyoming strives to provide quality housing throughout the community. The proposed subdivision will provide 24 residential lots to complement this endeavor.
2. The proposed Buck Creek Hill Subdivision will integrate with the adjoining residential subdivisions.
3. The proposed subdivision complies with the City Land Use Plan 2020, Zoning Ordinance and Subdivision Ordinance.
4. The Planning Commission recommended final plat approval of the proposed subdivision at their April 16, 2019 meeting.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Final Plat Approval for Buck Creek Hill Subdivision subject to resolution of the following conditions:
 - a. Developer shall provide a storm water easement to encompass the high water elevation of the adjacent regional storm water detention basin abutting the southern boundary.
 - b. The Engineer shall certify the construction of the plat grading after completion of construction. The certification shall verify with as-built survey, the plat grading meets all relevant grades and elevations per the approved grading plan. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.
 - c. Developer shall provide adequate surety to the City of Wyoming for the uncompleted construction items.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 6, 2019.


Kelli A. Vandenberg, Wyoming City Clerk

City of **Wyoming** Michigan

Planning & Community Development | 1155 28th St SW, Wyoming, MI 49509
616.530.7266 | Fax 616.249.3442 | wyomingmi.gov

April 29, 2019

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to grant Final Plat Approval for Buck Creek Hill. The property is located at 5361 Burlingame Avenue SW. (Section 34) (EL2 Development, LLC)

Recommendation: To grant Final Plat Approval

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on April 16, 2019. A motion was made by DeLange, supported by Micele, to grant Final Approval for Buck Creek Hill and recommend the same to the City Council, subject to the following conditions:

1. Developer shall provide a storm water easement to encompass the high water elevation of the adjacent regional storm water detention basin abutting the southern boundary.
2. The Engineer shall certify the construction of the plat grading after completion of construction. The certification shall verify with as-built survey, the plat grading meets all relevant grades and elevations per the approved grading plan. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.
3. Developer shall provide adequate surety to the City of Wyoming for the uncompleted construction items.

The motion passed unanimously following discussion. A detailed review of the request is available in the attached Planning Commission minutes. Following please find some background and other pertinent information.

The petitioner proposes 24 lots on 7.4 acres developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). This development connects to Burlingame Avenue and aligns with Mulligan Drive to the east. Development of this property as a single family subdivision has been envisioned by the City for a considerable time.



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

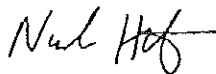
Jack A. Poll, Mayor

The platting of property is a three step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was approved by Planning Commission on March 20, 2018 and City Council on April 2, 2018.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Upon full approval, construction may commence. Preliminary Plat – Final Approval was granted by Planning Commission on October 16, 2018 and City City Council on November 5, 2018.

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert".

Nicole Hofert, City Planner
Department of Community Services

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

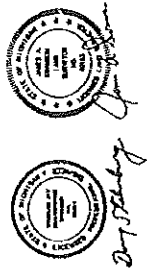


North: Estate parcel

**South: Church and regional
detention basin**

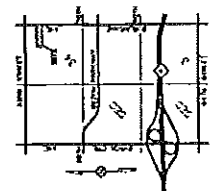
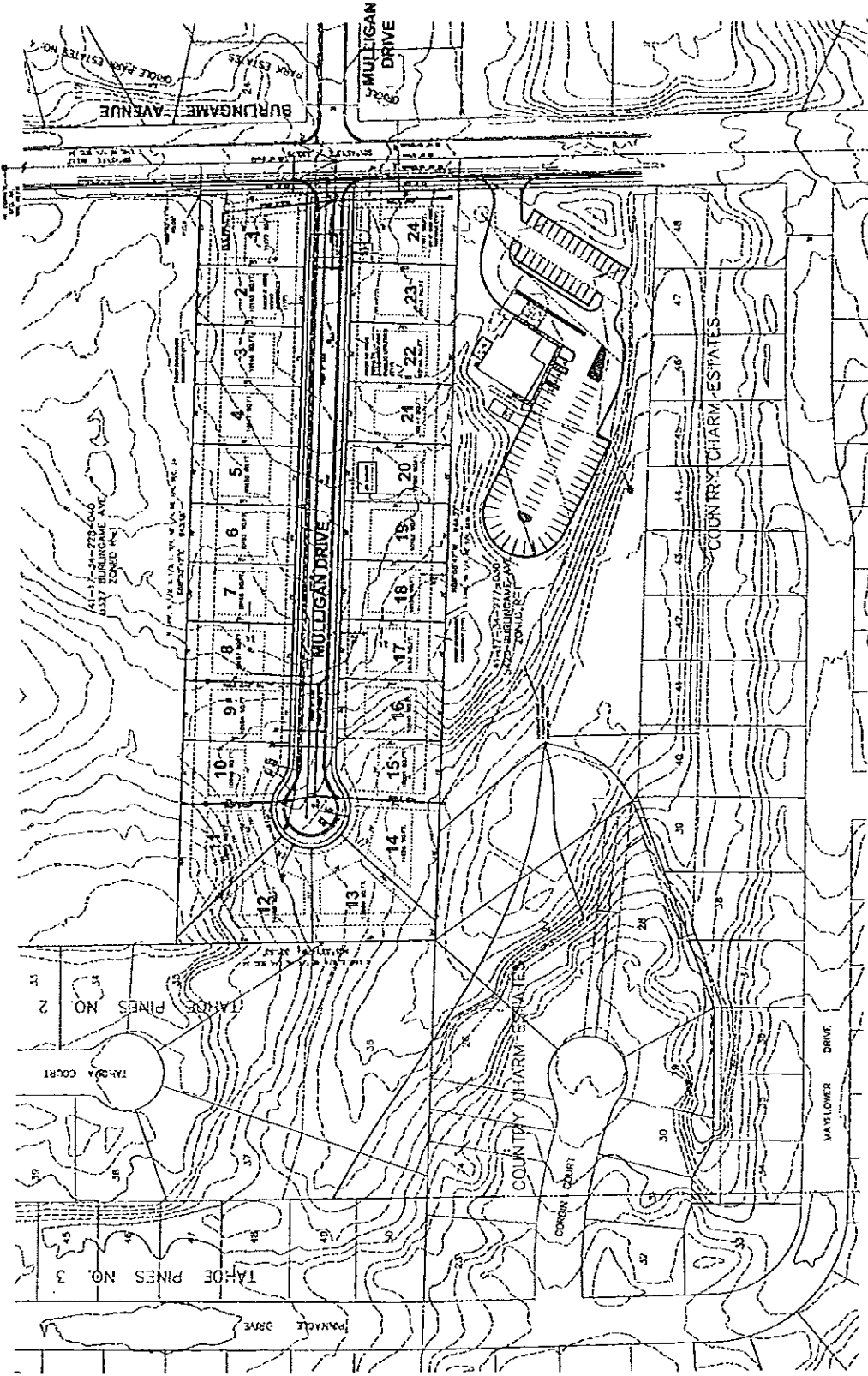
**East: Single family residences (across
Burlingame Avenue)**

West: Single family residences



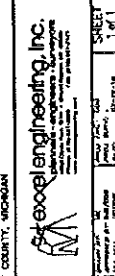
GENERAL NOTES:

1. This plat is subject to the provisions of the Michigan Subdivision Map Act, MCL 207.1-207.17, and the rules and regulations of the Michigan Department of Transportation, MTR, and the Michigan Department of Natural Resources, MDNR.
2. The plat is subject to the provisions of the Michigan Subdivision Map Act, MCL 207.1-207.17, and the rules and regulations of the Michigan Department of Transportation, MTR, and the Michigan Department of Natural Resources, MDNR.
3. The plat is subject to the provisions of the Michigan Subdivision Map Act, MCL 207.1-207.17, and the rules and regulations of the Michigan Department of Transportation, MTR, and the Michigan Department of Natural Resources, MDNR.
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5. The plat is subject to the provisions of the Michigan Subdivision Map Act, MCL 207.1-207.17, and the rules and regulations of the Michigan Department of Transportation, MTR, and the Michigan Department of Natural Resources, MDNR.
6. The plat is subject to the provisions of the Michigan Subdivision Map Act, MCL 207.1-207.17, and the rules and regulations of the Michigan Department of Transportation, MTR, and the Michigan Department of Natural Resources, MDNR.
7. The plat is subject to the provisions of the Michigan Subdivision Map Act, MCL 207.1-207.17, and the rules and regulations of the Michigan Department of Transportation, MTR, and the Michigan Department of Natural Resources, MDNR.
8. The plat is subject to the provisions of the Michigan Subdivision Map Act, MCL 207.1-207.17, and the rules and regulations of the Michigan Department of Transportation, MTR, and the Michigan Department of Natural Resources, MDNR.
9. The plat is subject to the provisions of the Michigan Subdivision Map Act, MCL 207.1-207.17, and the rules and regulations of the Michigan Department of Transportation, MTR, and the Michigan Department of Natural Resources, MDNR.
10. The plat is subject to the provisions of the Michigan Subdivision Map Act, MCL 207.1-207.17, and the rules and regulations of the Michigan Department of Transportation, MTR, and the Michigan Department of Natural Resources, MDNR.

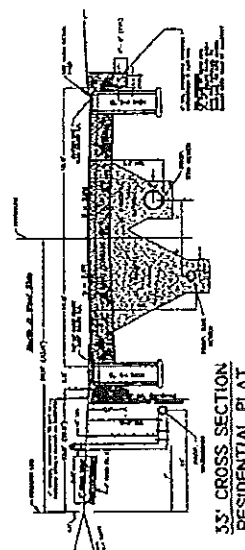


**PRELIMINARY PLAT
BUCK CREEK HILL**

MARK BAKER (BA) 270-1741
S.D. DEVELOPMENT, LLC
GRANDVILLE, MI 49418
PART OF SECTION 24,
T2N, R17W, N4918
CITY OF WESTLAND, MI 48190



SCALE: 1"=60'
2" CONTOUR INTERVAL
PROPOSED UTILITIES LEGEND
WATERMAIN
SAN SEWER
STORM SEWER



**33' CROSS SECTION
RESIDENTIAL PLAT**

Motion by Arnoys, supported by DeLange, to grant Site Plan Approval for Living Word Christian Center per the Staff's Findings of Fact that the proposed site plan meets the site plan standards of Section 90-505 subject to compliance with Conditions 1-2. Discussion followed.

Bueche noted survey errors found on one map and not indicated on another map.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 3

Request for Final Plat Approval for Buck Creek Hill. The property is located at 5361 Burlingame Avenue SW (Section 34) (EL2 Development, LLC)

Hofert explained the property is located at 5361 Burlingame Avenue, SW (Section 34). The property is approximately 7.4 acres and is located on the west side of Burlingame Ave., just south of 52nd Street. Twenty-four (24) single-family lots are proposed along a cul-de-sac street, approximately 820 feet in length. The City has envisioned the development of this property as a single family subdivision for a considerable time

Hofert explained that this site is a large, single-family estate parcel. Land use surrounding the property follows:

North: Estate parcel

South: Church and regional detention basin

East: Single-family residences (across Burlingame Avenue)

West: Single-family residences

The site is zoned R-1, Residential and is served by public water and sanitary sewer. Minimum dimensional requirements for the R-1 District are:

	Required	Provided
Lot Area	10,000 sf.	10,021 – 14,155 sf.
Lot Width	75 ft.	75 – 90 ft.
Front Setback	35 ft.	35 ft.
Rear Setback	35 ft.	35 ft.
Side Setback (each)	8 ft.	10 ft.
Side Setback (total)	20 ft.	20 ft.

Hofert explained that the platting of property is a three-step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was approved by Planning Commission on March 20, 2018, and City Council on April 2, 2018. The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Preliminary Plat- Final Approval

was approved by Planning Commission on October 16, 2018, and City Council on November 5, 2018. Hofert stated that the proposed project is in the final plat approval stage and variances were granted previously to reduce corner width lots and all required documents have been received.

Hofert requested that the Commission grant final plat approval of this project and recommend the same to the City Council for approval subject to conditions 1-2. The conditions are as follows:

1. Developer shall provide a storm water easement to encompass the high water elevation of the adjacent regional storm water detention basin abutting the southern boundary.
2. The Engineer shall certify the construction of the plat grading after completion of construction. The certification shall verify with as-built survey, the plat grading meets all relevant grades and elevations per the approved grading plan. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.

Motion by DeLange, supported by Micele, to approve Final Plat Approval for the Buck Creek Hill project subject to Conditions 1-2 and recommend the same to City Council. Discussion followed.

Bueche inquired if all requirements have been met and if the construction has been completed due to his recent visit to the project site and viewed construction activities taking place. Hofert stated that development of the project is still in progress. A bond has been submitted to, and accepted by, the Engineering Department.

Goodheart stated that since the project is still undergoing construction that a bond requirement is added as a condition for uncompleted items. Hofert affirmed for the Commission that this could be added as a condition if this is the direction they would like to go in.

Chair Spencer requested for an amended motion to be stated.

Goodheart stated that the condition should note that adequate surety is provided to the City of Wyoming for the uncompleted construction items.

Goodheart also inquired if the easement would be changed on the Final Plat before being recorded. Hofert stated that she believes the easement was altered. Bueche confirmed this based upon his onsite review of the plan. Hofert stated that she would follow up with Engineering before the recording of the Final Plat.

Motion by DeLange, supported by Micele, to approve Final Plat Approval for the Buck Creek Hill project subject to Conditions 1-3 (condition added per request of Commission Goodheart).

No discussion followed.

A vote on the motion carried unanimously.

RESOLUTION NO. _____

RESOLUTION TO DEDICATE CHAPEL STREET IN CHAPEL ESTATES
PLAT LOCATED WITHIN THE CITY OF WYOMING TO BE INCLUDED
IN THE MUNICIPAL STREET SYSTEM

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. That Chapel Street located within the Chapel Estates plat is located within the City of Wyoming and is under control of the City of Wyoming.
2. Said street is a public street and is for public street purposes.
3. Said street is accepted into the City of Wyoming Local Street System and was open to the public prior to December 31, 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 April 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Centerline Drawing

Final Plat Approval

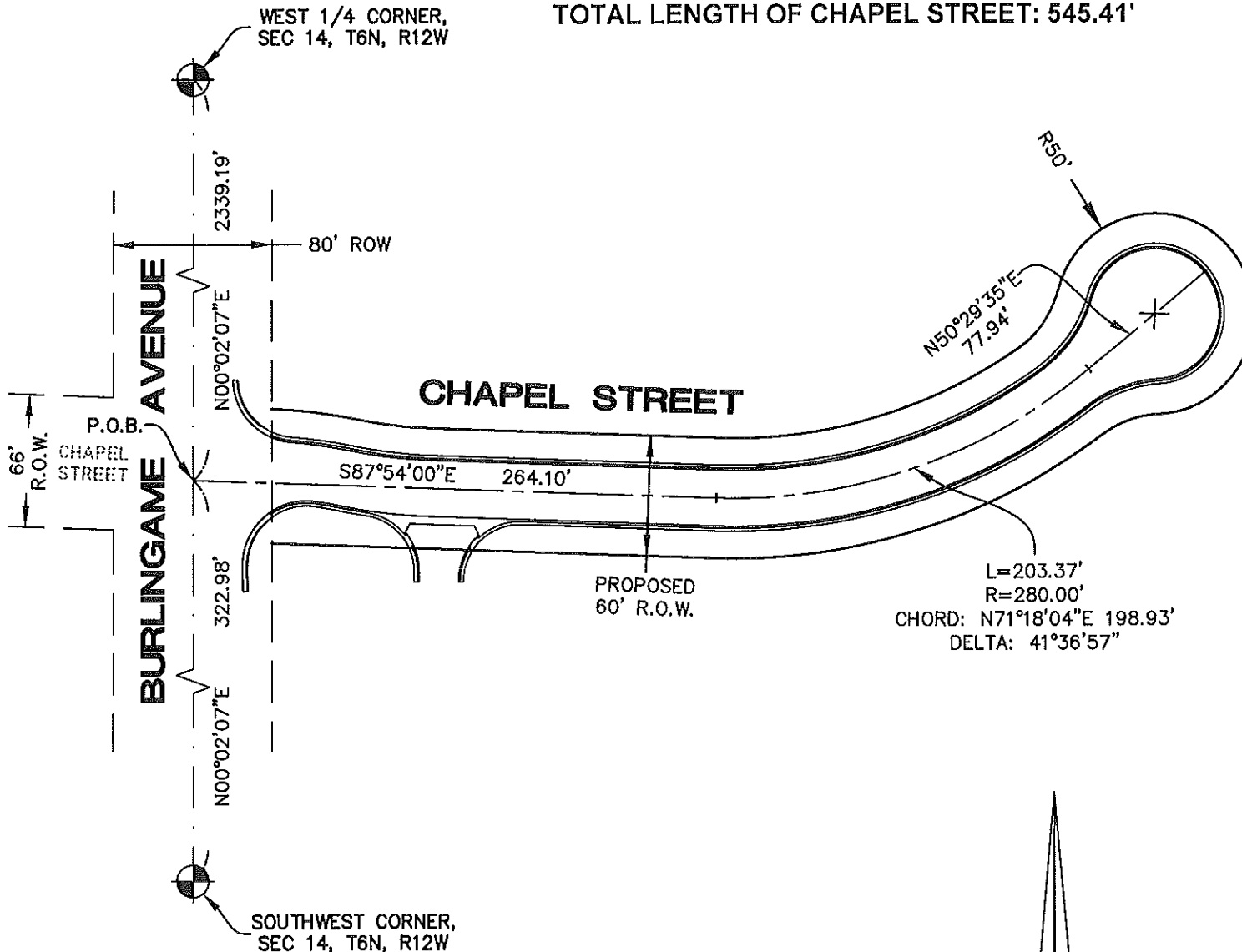
Resolution No. _____

CHAPEL ESTATES

CENTERLINE DESCRIPTION OF CHAPEL STREET

PART OF THE SOUTHWEST 1/4 OF SECTION 14, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14, T6N, R12W, THENCE N00°02'07"E 322.98 FEET ALONG THE WEST LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE S87°54'00"E 264.10 FEET; THENCE NORTHEASTERLY 203.37 FEET ALONG A 280.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS N71°18'04"E 198.93 FEET; THENCE N50°29'35"E 77.94 FEET THE POINT OF ENDING.

TOTAL LENGTH OF CHAPEL STREET: 545.41'



SCALE: 1" = 80'

9/3/19
Planning/NH

RESOLUTION NO. 26475

RESOLUTION TO GRANT FINAL PLAT APPROVAL TO THE PROPOSED
CHAPEL ESTATES SUBDIVISION

WHEREAS:

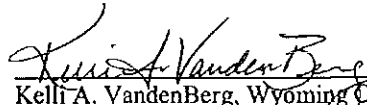
1. The City of Wyoming strives to provide quality housing throughout the community. The proposed subdivision will provide 16 residential lots to complement this endeavor.
2. The proposed Chapel Estates Subdivision will integrate with the adjoining residential subdivisions and provide an appropriate redevelopment of a former elementary school site.
3. The proposed subdivision complies with the City Land Use Plan 2020, Zoning Ordinance and Subdivision Ordinance.
4. The Planning Commission recommended final plat approval of the proposed subdivision at their August 20, 2019 meeting.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Final Plat Approval for Chapel Estates Subdivision.

Moved by Councilmember:	Postler
Seconded by Councilmember:	Postema
Motion Carried	Yes
	No
	6
	0 (Burrill abstained)

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 September 3, 2019.


Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. 26475

City of **Wyoming** Michigan

Planning & Community Development | 1155 28th St SW, Wyoming, MI 49509
616.530.7266 | Fax 616.249.3442 | wyomingmi.gov

August 22, 2019

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to grant Final Plat Approval for Chapel Estates. The property is located at 1585 36th Street SW. (Section 14) (Grandview Ventures)

Recommendation: To grant Final Plat Approval

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on August 20, 2019. A motion was made by Smart, supported by Hegyi, to grant Final Plat Approval and recommend the same to City Council. The motion passed unanimously following discussion. A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

The petitioner proposes 16 lots on 5.4 acres developed to R-2 Residential standards (8,400 sq. ft. minimum lot size). This development is served by a cul-de-sac extending from Burlingame Avenue. This street will also serve as access to a companion project, New Horizons Townhouses, which has also been approved.

The platting of property is a three step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was approved by Planning Commission on May 15, 2018 and City Council on June 4, 2018.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Preliminary Plat Final Approval was approved by Planning Commission on July 16, 2019 and City Council on August 2, 2019.



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

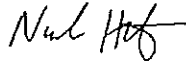
Robert Postema

Sam Bolt

Jack A. Poll, Mayor

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert".

Nicole Hofert, City Planner
Department of Community Services

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

Wyoming Planning Commission
Meeting Minutes of August 20, 2019
Page 2

provisions, express the city's expectations for subdivision development, provide criteria for review of subdivision plans by the city engineer, and provide property owners and developers certainty regarding city requirements. They advance public interests by providing predictable, consistent standards for the development of city and utility infrastructure. Current and future owners of lots in plats can be assured of the dimensions and quality of developed infrastructure and that provision has been made for the completion of that infrastructure. Developers can be assured that the standards applied to their development are the same standards applied to previous developments and that will be applied to future developments.

Hofert stated that it is the recommendation of the Development Review Team that the Planning Commission approve the Subdivision Design Standards dated July 2019.

Motion by Arnoys, supported by Bucche, to approve the Subdivision Design Standards dated July 2019. No discussion followed.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 2

Request for Final Plat Approval for Chapel Estates. The property is located at 1585 36th Street SW. (Section 14) (Grandview Ventures)

Hofert stated the site is vacant but was previously used as a public elementary school. Land use surrounding the property is single family residences to the north, east and west, and vacant property and credit union to the south.

The site is zoned R-2 Single family residential. The petitioner proposes 16 lots on 5.4 acres developed to R-2 Residential standards (8400 sq. ft. minimum lot size). This development is served by a cul-de-sac extending from Burlingame Avenue. This street will also serve as access to a companion project, New Horizons Townhouses, which has also been approved.

The platting of property is a three step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was approved by Planning Commission on March 15, 2018 and City Council on June 4, 2018.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Preliminary Plat Final Approval was approved by Planning Commission on July 16, 2019 and City Council on August 2, 2019.

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

Wyoming Planning Commission
Meeting Minutes of August 20, 2019
Page 3

Hofert stated that it is the recommendation of the Development Review Team that the Planning Commission grant Final Plat Approval for Chapel Estates and recommend the same to the City Council subject to conditions 1-6.

1. Developer shall provide Restrictive Covenants and Block Grading Plan for plat.
2. All rear yard drainage easements shall be private.
3. Label easements shall be consistent.
4. Developer shall certify storm water system.
5. Developer shall provide a Bond to the City of Wyoming for any incomplete improvements, including monuments.
6. This requires a land division which can be implemented once plat is recorded at Kent County.

Motion by Smart, supported by Hegyi, to grant final plat approval for Chapel Estates located at 1585 36th Street SW and recommend the same the City Council.

Chair DeLange opened the floor for discussion.

Bueche inquired about condition #5 and asked staff to include irons at all lot corners. Hofert stated that monuments and irons have been placed and it can be noted in future conditions.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 3

Request for Preliminary Plat Final Approval for Greens of Wyoming Phases 1 and 2. The property is located at 1207 56th Street SW. (Section 35) (Westview Capital, LLC).

Hofert explained the site is zoned R-1, Residential. Zoning surrounding the property is R-1, Residential to the North and West, I-3 Restricted Industrial (across 56th Street) to the South, R-2 Single Family Residential and R-7 Multiple Family Residential to the East.

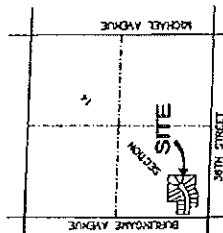
Land use surrounding the property is single family residences to the North, office buildings (across 56th Street) to the South, Single family residences and undeveloped property to the West, and single-family homes and condos to the East.

The plat is 13.15 acres with 39 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The development connects to the Palmer Park subdivision to the east. The plat extends Mulligan Drive and will eventually link all subdivisions over to Burlingame Avenue.

CHAPEL ESTATES

PART OF THE SW 1/4 OF SECTION 14, T6N, R12W
CITY OF WYOMING, KENT COUNTY, MICHIGAN

SHEET 1 OF 3

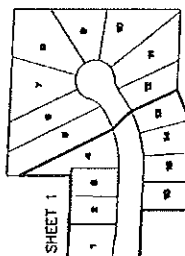


LOCATION MAP
(SCALE 1" = 2000 FEET)

RESTRICTION NOTE:
THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 268 OF
THE PUBLIC ACTS OF 1967, AS AMENDED, AND TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER WHICH ARE
RECORDED IN INSTRUMENT

RECORDS OF THIS COUNTY.

SHEET 2



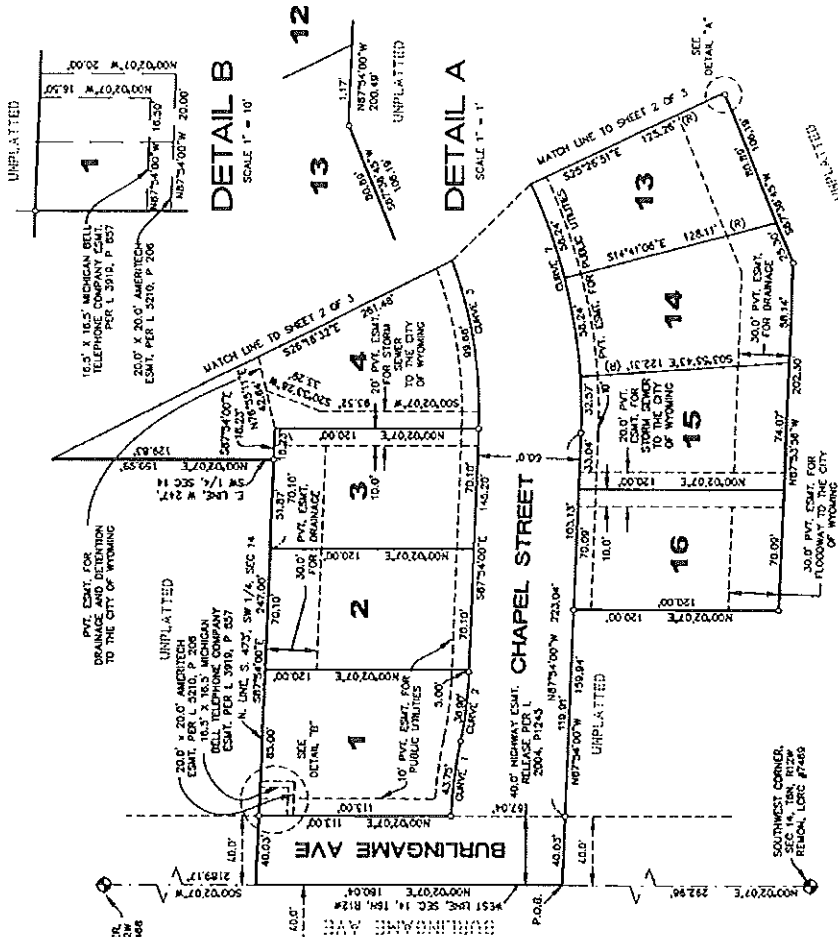
SHEET INDEX

NOT TO SCALE



SCALE: 1" = 40'

LEGEND
ALL DIMENSIONS ARE IN FEET.
PLAT BEARINGS ARE BASED ON MILLONUM PLAT AS RECORDED
IN INSTRUMENT #2000002-010077 MONUMENTS OF STEEL
BARS 1/2" IN DIAMETER AND CONCRETE 4" MONUMENTS IN
DIAMETER ARE TO BE PLACED AT ALL PORTS MARKED (o).
MONUMENTS OF STEEL BARS 1/2" IN DIAMETER AND
CONCRETE 4" MONUMENTS IN DIAMETER ARE TO BE PLACED AT
ALL PORTS MARKED (x).
ALL LOT CORNERS ARE MARKED BY STEEL BARS 1/2" IN
DIAMETER AND 15 INCHES LONG.
ALL MONUMENTS ARE MILLONUM PLAT MONUMENTS.
R = RADIAL LINES NOT MARKED ARE NOT RADIAL.



CURVE NO.	DELTA	LENGTH	RADIUS	BEARING	CHORD
CURVE 1	8°37'08"	43.75	260.00	N02°46'02"W	43.70
CURVE 2	9°36'32"	36.90	220.00	S85°00'44"E	36.65
CURVE 3	36°58'04"	161.30	250.00	N73°36'36"E	159.82
CURVE 7	38°47'59"	209.03	310.00	N72°42'01"E	203.84



RESOLUTION NO. _____

RESOLUTION TO DEDICATE RESERVE DRIVE, AMUR DRIVE, AMUR COURT,
LOOKING GLASS DRIVE, LOOKING GLASS COURT, BARK RIVER COURT AND RED
CEDAR DRIVE IN RIVERTOWN VALLEY IV PLAT LOCATED WITHIN THE CITY OF
WYOMING TO BE INCLUDED IN THE MUNICIPAL STREET SYSTEM

WHEREAS:

1. The City of Wyoming has approved and accepted the Reserve Drive, Amur Drive, Amur Court, Looking Glass Drive, Looking Glass Court, Bark River Court and Red Cedar Drive public street improvements in the Rivertown Valley IV plat located within its corporate limits.
2. It is necessary for the City of Wyoming to furnish certain information to the State of Michigan for the purpose of obtaining funds under Act 51 of 1951.
3. Said streets are located within the City of Wyoming and are under the control of the City of Wyoming Street System.

NOW, THEREFORE, BE IT RESOLVED:

1. That Reserve Drive, Amur Drive, Amur Court, Looking Glass Drive, Looking Glass Court, Bark River Court and Red Cedar Drive located within the Rivertown Valley IV plat are located within the City of Wyoming and are under control of the City of Wyoming.
2. Said streets are public streets and are for public street purposes.
3. Said streets are accepted into the City of Wyoming Local Street System and were open to the public prior to December 31, 2019.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

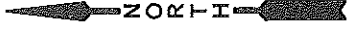
I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

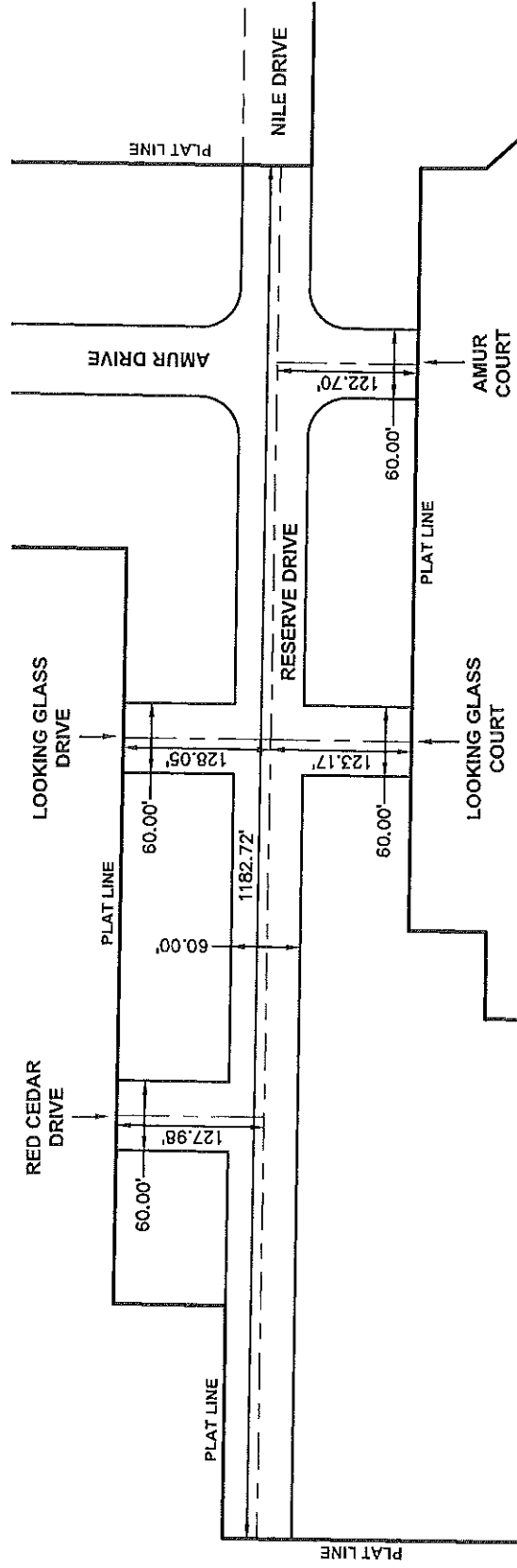
ATTACHMENTS:
Centerline Drawing
Final Plat Approval

Resolution No. _____

RIVERTOWN VALLEY IV

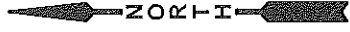


SCALE: 1" = 150'

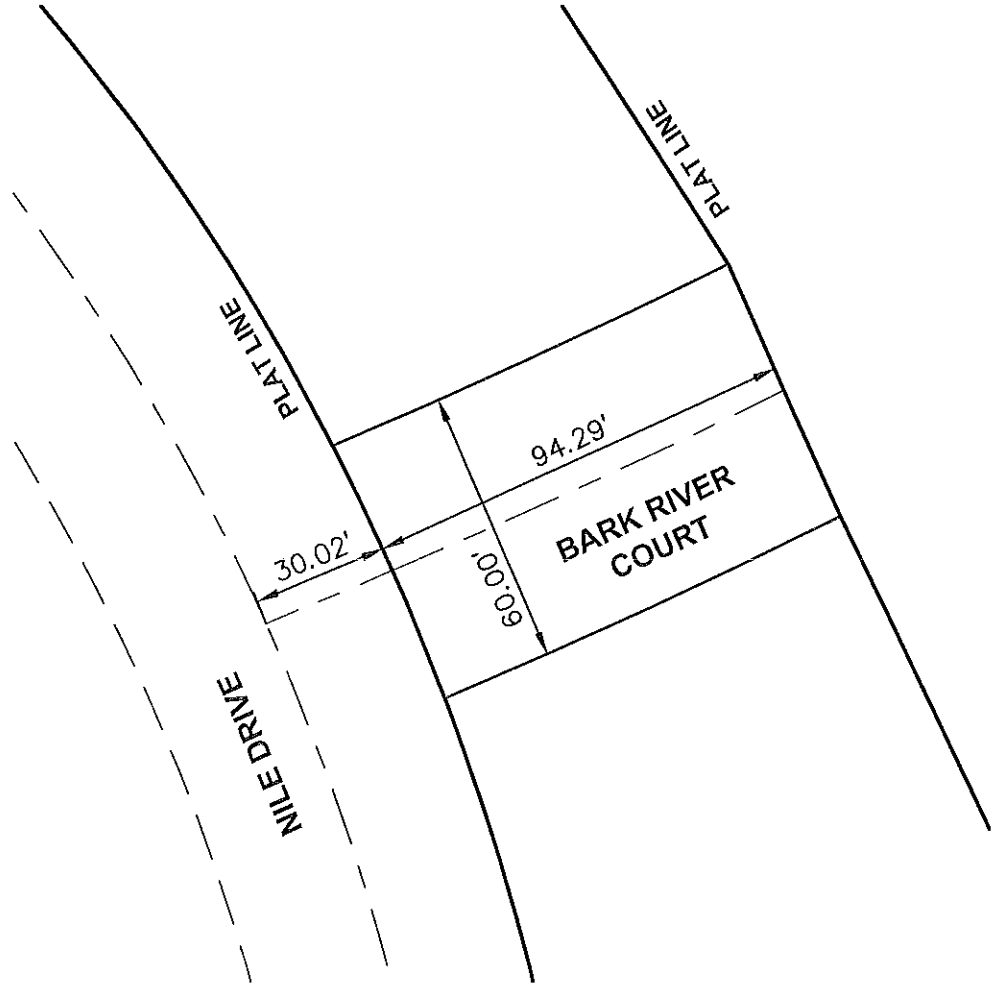


RESERVE DRIVE: 1182.72'
 RED CEDAR DRIVE: 127.98'
 LOOKING GLASS DRIVE: 128.05'
 LOOKING GLASS COURT: 123.17'
 AMUR COURT: 122.70'

RIVERTOWN VALLEY IV

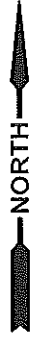


SCALE: 1" = 40'

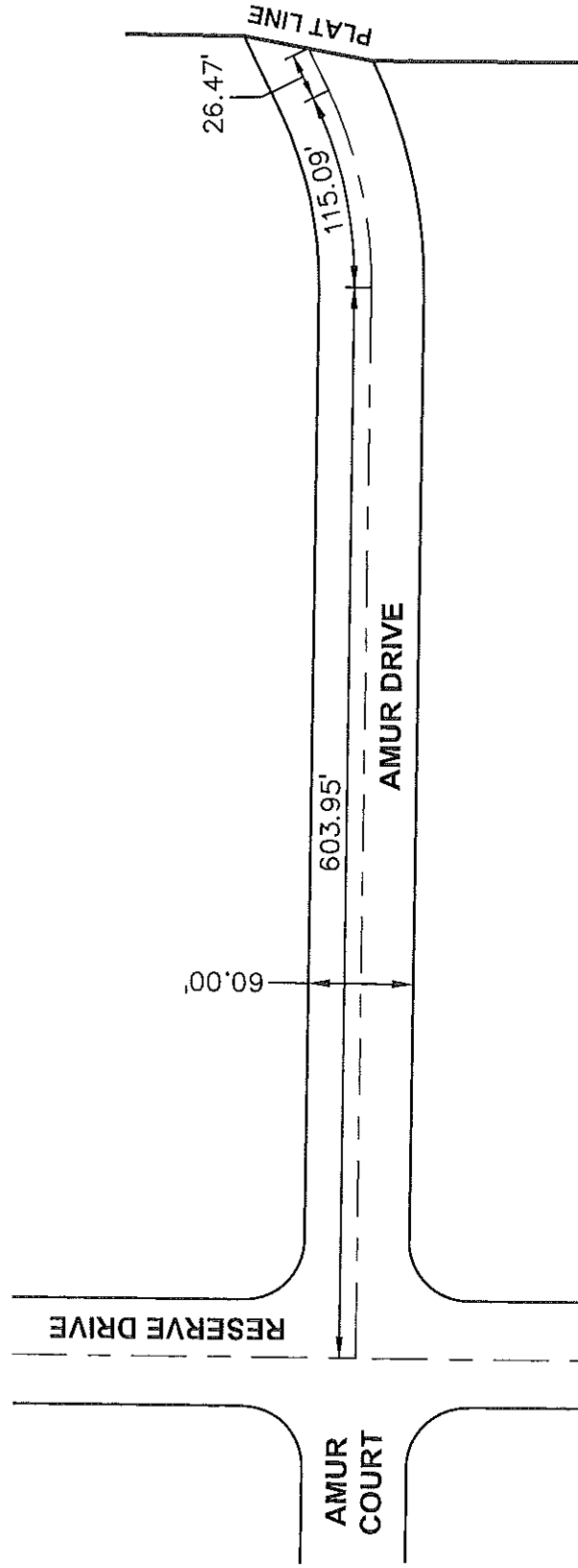


BARK RIVER COURT: 124.31'

RIVERTOWN VALLEY IV



SCALE: 1" = 100'



AMUR DRIVE: 745.51'

RESOLUTION NO. 26508

RESOLUTION TO GRANT FINAL PLAT APPROVAL FOR RIVERTOWN
VALLEY PLAT IV (AKA "THE RESERVE AT RIVERTOWN")

WHEREAS:

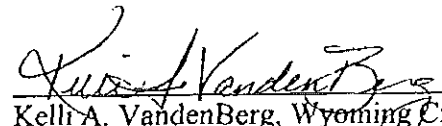
1. The City of Wyoming strives to provide quality housing throughout the community. The proposed Phase IV will provide 42 residential lots to complement this endeavor.
2. The proposed subdivision will integrate into the existing subdivision.
3. The proposed subdivision complies with the City Land Use Plan 2020, Zoning Ordinance and Subdivision Ordinance.
4. The Planning Commission recommended final plat approval of the proposed subdivision at their October 1, 2019 meeting.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Final Plat Approval for Rivertown Valley Phase IV Subdivision subject to resolution of the following conditions:
 - a. The Engineer shall certify the construction of the plat grading after completion of construction. The certification shall verify with as-built survey, the plat grading meets all relevant grades and elevations per the approved grading plan. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.
 - b. Developer shall provide Restrictive Covenants and Block Grading Plan for plat.
 - c. Developer shall provide a Bond to the City of Wyoming for any incomplete improvements, including monuments.
 - d. Parcels need to be combined. Class change on parcel-057 to residential.

Moved by Councilmember:	Burrill
Seconded by Councilmember:	Bolt
Motion Carried	Yes 7
	No 0

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2019.


Kelli A. Vandenberg, Wyoming City Clerk

City of **Wyoming** Michigan

Planning & Community Development | 1155 28th St SW, Wyoming, MI 49509
616.530.7266 | Fax 616.249.3442 | wyomingmi.gov

October 2, 2019

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to grant Final Plat Approval for Rivertown Valley Phase IV. The property is located at 1585 36th Street SW. (Section 14) (Grandview Ventures)

Recommendation: To grant final plat approval

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at a special meeting on October 1, 2019. A motion was made by Hegyi, supported by Goodheart, to grant final plat approval for Rivertown Valley Phase IV and recommend the same to City Council. The motion passed unanimously following discussion. A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

The platting of property is a three step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was approved by Planning Commission on August 30, 2018 and City Council on September 4, 2018.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Preliminary Plat- Final Approval was approved by Planning Commission on November 20, 2018 and City Council on December 3, 2018.

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

Respectfully submitted,



Nicole Hofert, City Planner
Department of Community Services



CITY COUNCIL

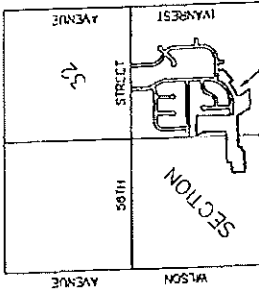
Sheldon DeKryger Dan Burrill Kent Vanderwood Marissa Postler Robert Posterna Sam Bolt
Jack A. Poll, Mayor

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

RIVERTOWN VALLEY IV

PART OF THE SOUTHWEST ONE-QUARTER AND PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN
SHEET 1 OF 6

LOCATION MAP
NO SCALE



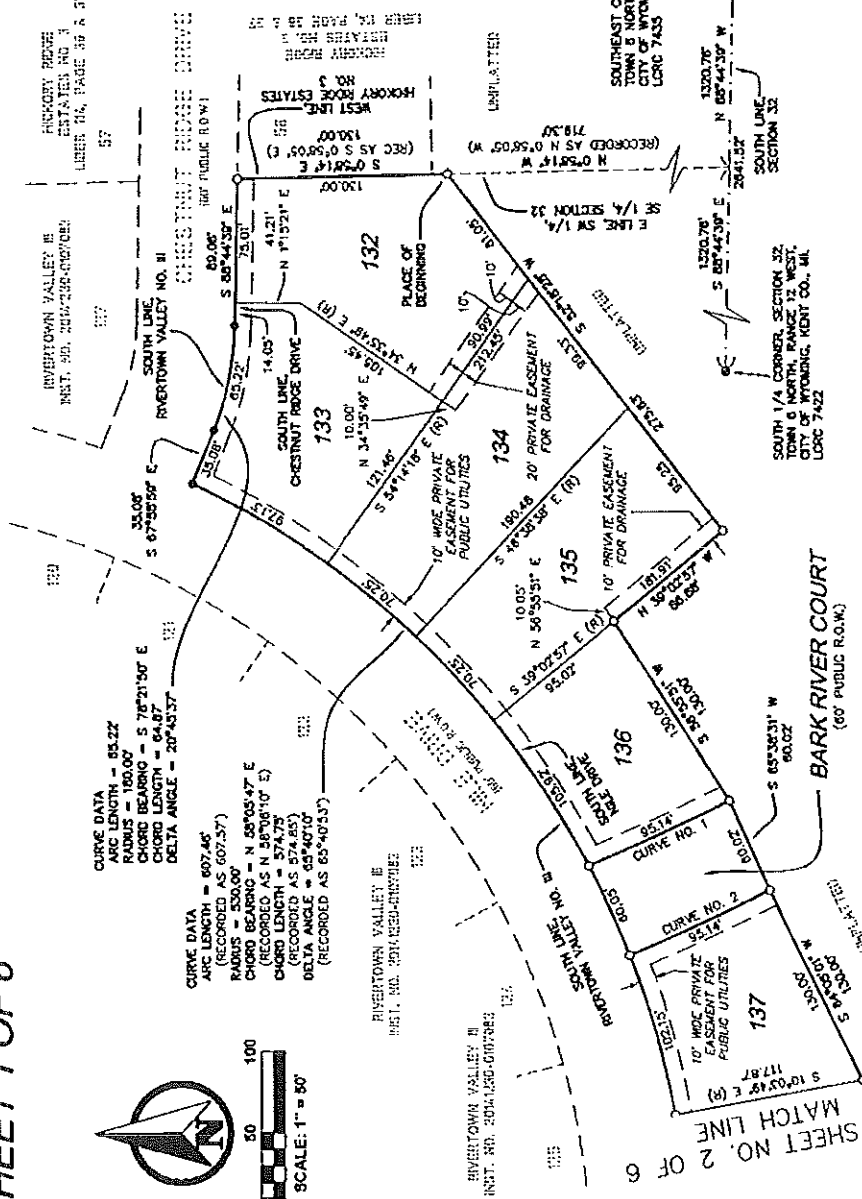
THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 238 OF 1967, AS AMENDED, ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER, WHICH ARE RECORDED IN INSTRUMENT NO. 2014-1234-ENCL-238 OF THE RECORDS OF THIS COUNTY.



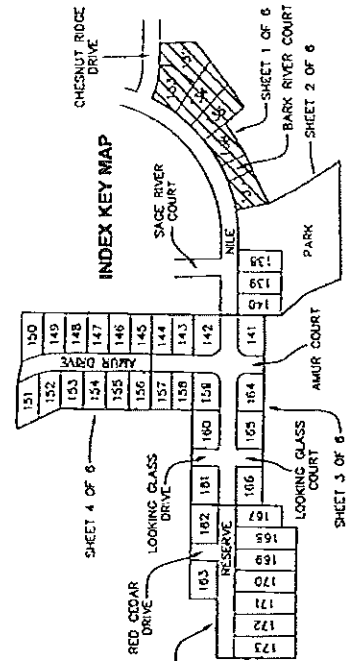
SCALE: 1" = 50'

LEGEND

PLAT BEARINGS WERE ESTABLISHED FROM THE PLAT BEARINGS ON RIVERTOWN VALLEY III, AS RECORDED IN INSTRUMENT NO. 2014-1234-ENCL-238 OF THE RECORDS OF THIS COUNTY. ALL CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS. ALL DIMENSIONS ARE IN FEET.
MONUMENTS MADE OF STEEL RODS 1/2" IN DIAMETER AND 36" LONG COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER HAVE BEEN PLACED AT ALL POINTS MARKED ON THIS PLAT.
ALL MONUMENTS FOUND ARE MADE OF STEEL RODS 1/2" IN DIAMETER AND ARE COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER AND ARE MARKED "R".
LOT CORNERS HAVE BEEN MARKED WITH STEEL RODS 1/2" IN DIAMETER 18" LONG WITH IDENTIFICATION CAPS MARKED "RAB 42035".
(R) = RADIAL LINES. ALL OTHERS ARE NON-RADIAL.
INST. = INSTRUMENT



INDEX KEY MAP



STEVEN J. GREEN
PROFESSIONAL LAND SURVEYOR NO. 42035
DATE: 2-14-2018

MOORE AND BRIDGING, INCORPORATED
2020 MORRIS AVE. N.W.
GRAND RAPIDS, MICHIGAN, 49505

CURVE	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
CURVE NO. 1	63°03'45"	1720.00'	95.14'	N24°23'08"W	95.13'
CURVE NO. 2	63°03'45"	1720.00'	95.14'	N24°23'08"W	95.13'

PART OF THE SOUTHWEST ONE-QUARTER AND PART OF THE SOUTHEAST ONE-QUARTER OF
SECTION 32, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN
SHEET 2 OF 6



CURVE DATA
 ARC LENGTH = 607.46'
 (RECORDED AS 607.57')
 RADIUS = 330.00'
 CHORD BEARING = N 30°05'4"
 (RECORDED AS N 30°06'10")
 CHORD LENGTH = 374.75'
 (RECORDED AS 374.85')
 DELTA ANGLE = 43°40'10"
 (RECORDED AS 43°40'53")

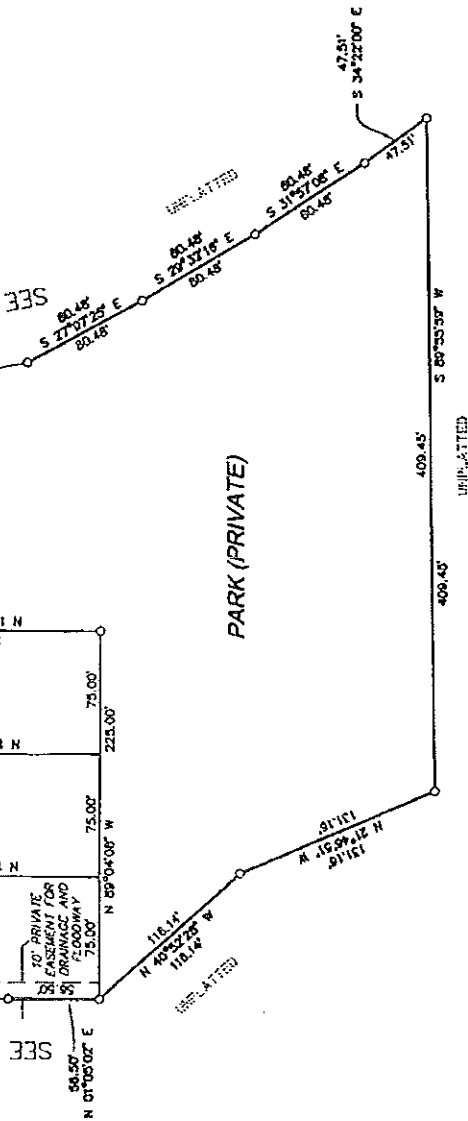
4500

2015年12月15日
 2015年12月15日

SEE SHEET NO. 3 OF 6
MATCH LINE

MATCH LINE
SHEET NO. 1 OF 6

PARK (PRIVATE)



PLAT BEARINGS WERE ESTABLISHED FROM THE PLAT BEARINGS ON SECTION 36, TOWNSHIP 37N, RANGE 10E, RECORD 18, INSTRUMENT NO. 42907-1, DATED JANUARY 22, 1907, IN THE KENT COUNTY REGISTER OF DEEDS. ALL DIMENSIONS ARE IN FEET.

ALL CORNER MEASUREMENTS ARE ARC MEASUREMENTS. ALL DIMENSIONS ARE IN FEET.

ALL MONUMENTS MADE OF STEEL RODS $\frac{1}{2}$ " IN DIAMETER AND 36" LONG COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER HAVE BEEN PLACED AT ALL POINTS MARKED "O".

ALL MONUMENTS FOUND ARE MADE OF STEEL RODS $\frac{1}{2}$ " IN DIAMETER AND COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER AND ARE MARKED WITH IDENTIFICATION CAPS MARKED "A6B 4.5055".

ALL CORNER MONUMENTS HAVE BEEN MARKED WITH STEEL RODS $\frac{1}{2}$ " IN DIAMETER AND 36" LONG WITH IDENTIFICATION CAPS MARKED "A6B 4.5055".

(R) = RADIAL LINE.
INST. = INSTRUMENT.



MOORE AND BRUGGINK, INCORPORATED
2020 MONROE AVE., N.W.
GRAND RAPIDS, MICHIGAN, 49505

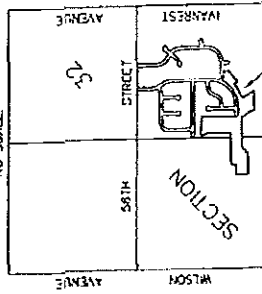
STEVEN J. GREEN
PROFESSIONAL LAND SURVEYOR No. 43053
DATE: JUL 24 2019

RIVERTOWN VALLEY IV

PART OF THE SOUTHWEST ONE-QUARTER AND PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN
SHEET 3 OF 6

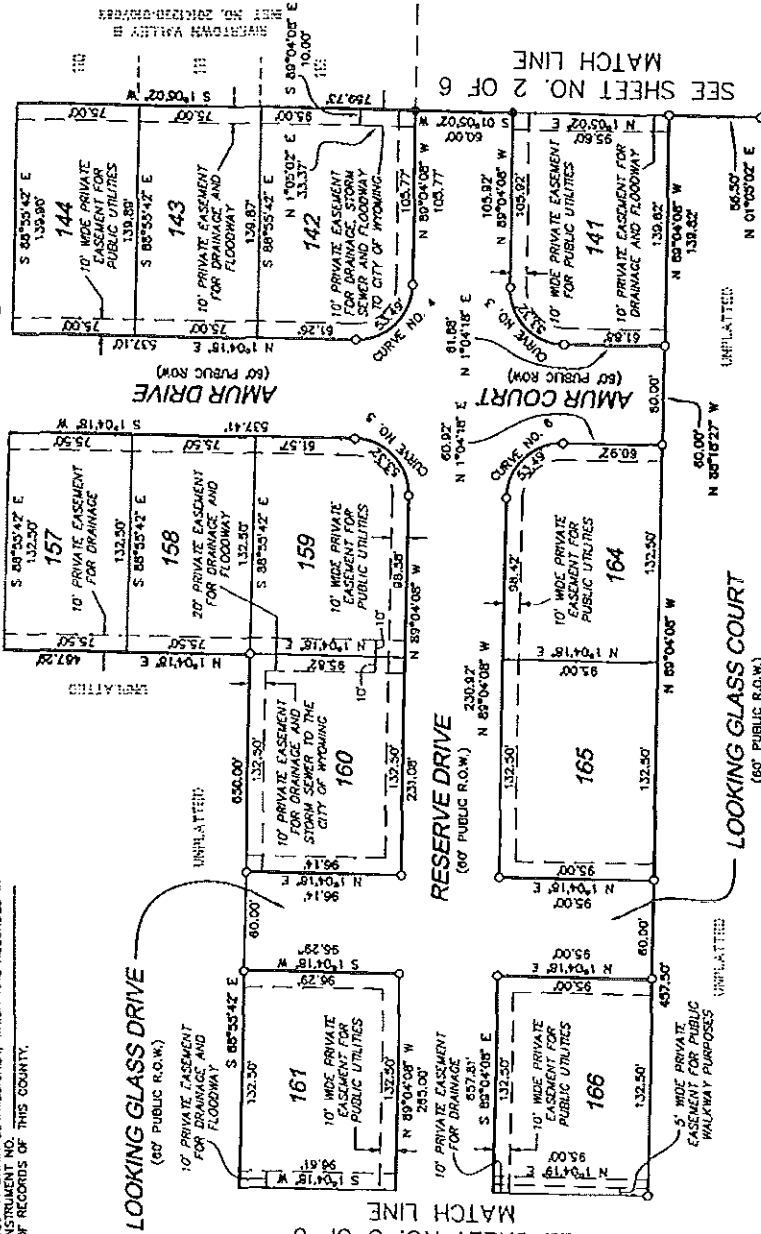
THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE KENT COUNTY LAND COMMISSIONER, WHICH ARE RECORDED IN INSTRUMENT NO. 201212-000000 OF RECORDS OF THIS COUNTY.

LOCATION MAP
NO SCALE



0 50 100
SCALE: 1" = 50'

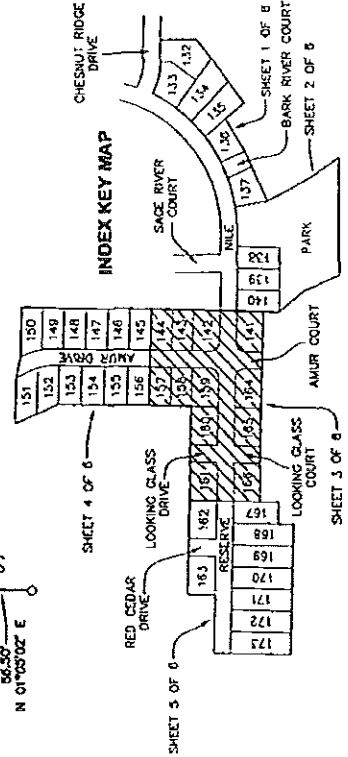
SEE SHEET NO. 4 OF 6
MATCH LINE



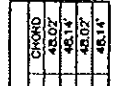
LEGEND

PLAT BEARINGS WERE ESTABLISHED FROM THE PLAT BEARINGS ON RIVERTOWN VALLEY IV, AS RECORDED IN INSTRUMENT NO. 20141230010783 IN THE KENT COUNTY REGISTER OF DEEDS. ALL CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS. ALL DIMENSIONS ARE IN FEET.
MONUMENTS MADE OF STEEL RODS 1/2" IN DIAMETER HAVE BEEN COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER AND 36" LONG PLACED AT ALL POINTS MARKED "O".
ALL MONUMENTS FOUND ARE MADE OF STEEL RODS 1/2" IN DIAMETER MARKED "O".
ALL MONUMENTS ENCASED IN CONCRETE 4" IN DIAMETER AND 36" LONG LOT CORNERS HAVE BEEN MARKED WITH STEEL RODS 1/2" IN DIAMETER 18" LONG WITH IDENTIFICATION CAPS MARKED "MAB 43055".
(R) = RADIAL LINES. ALL OTHERS ARE NON-RADIAL.
INST. = INSTRUMENT

INDEX KEY MAP



MOORE AND BRIDGEMAN, INCORPORATED
2020 MONROE AVE. N.W.
GRAND RAPIDS, MICHIGAN, 49503



STEVEN J. GREEN
PROFESSIONAL LAND SURVEYOR NO. 43055
DATE: JULY 23, 2013

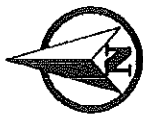
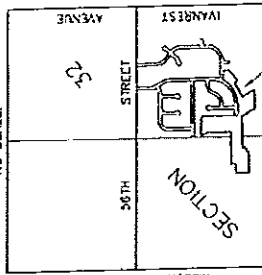
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
CURVE NO. 3	89°51'34"	34.00'	53.32'	N44°00'05"E	42.07'
CURVE NO. 4	90°08'28"	34.00'	53.40'	N43°59'55"W	42.14'
CURVE NO. 5	89°51'34"	34.00'	53.32'	N44°00'05"E	42.07'
CURVE NO. 6	90°08'28"	34.00'	53.40'	N43°59'55"W	42.14'

RIVERTOWN VALLEY IV

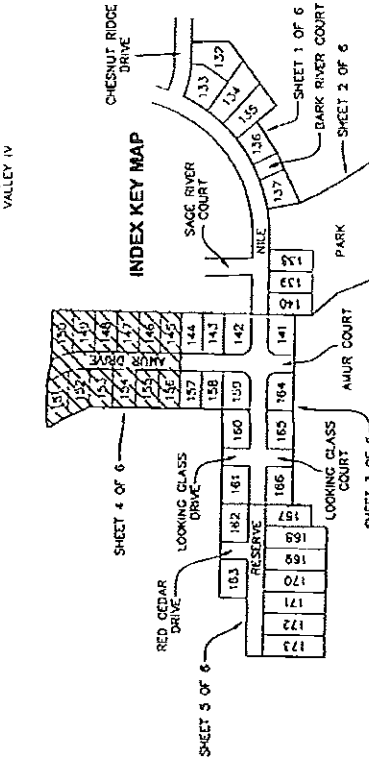
PART OF THE SOUTHWEST ONE-QUARTER AND PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN
SHEET 4 OF 6

THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1987, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE KENT COUNTY LAND DEVELOPMENT COMMISSIONER, WHICH ARE RECORDED IN INSTRUMENT NO. 20060505-0053377 OF RECORDS OF THIS COUNTY.

LOCATION MAP
NO SCALE



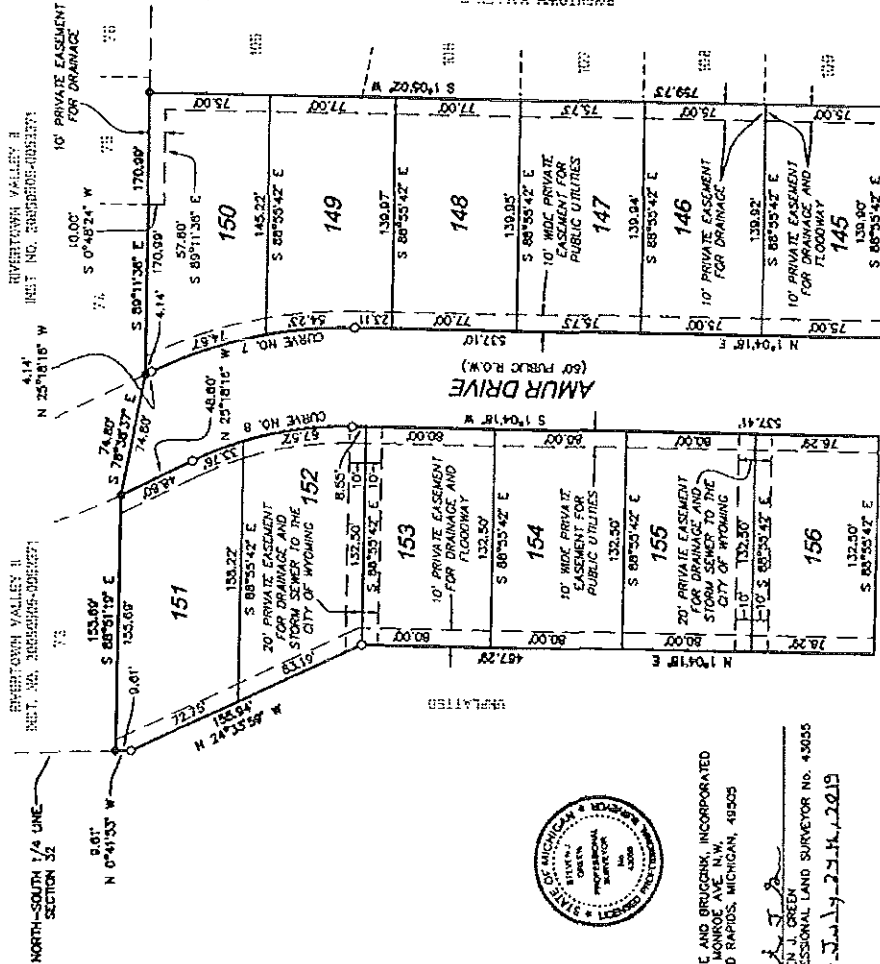
SCALE: 1" = 50'



LEGEND

PLAT BEARINGS WERE ESTABLISHED FROM THE PLAT BEARINGS ON RIVERTOWN VALLEY III, AS RECORDED IN INSTRUMENT NO. 2014123010783 IN THE KENT COUNTY REGISTER OF DEEDS. ALL CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS. ALL DIMENSIONS ARE IN FEET. MONUMENTS MADE OF STEEL RODS 1/2" IN DIAMETER AND 36" LONG COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER AND ARE PLACED AT ALL POINTS MARKED "O". LOT CORNERS HAVE BEEN MARKED WITH STEEL RODS 1/2" IN DIAMETER 18" LONG WITH IDENTIFICATION CAPS MARKED "M81 42055". (R) = RADIAL LINES. ALL OTHERS ARE NON-RADIAL. INST. = INSTRUMENT

CURVE	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
CURVE NO. 7	20°22'34"	280.00'	128.90'	N12°06'59"W	127.76'
CURVE NO. 8	20°22'34"	220.00'	101.20'	N12°06'59"W	100.36'



MATCH LINE
SEE SHEET NO. 3 OF 6



MOORE AND BRUGNICH, INCORPORATED
2030 MONROE AVE. N.W.
GRAND RAPIDS, MICHIGAN, 49505

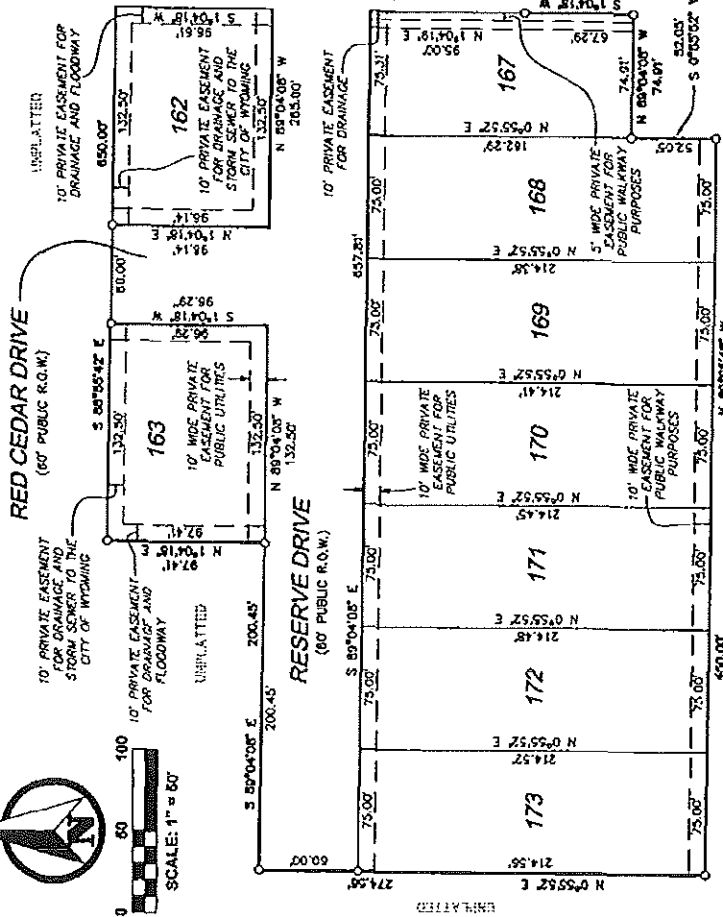
STEVEN J. GREEN
PROFESSIONAL LAND SURVEYOR NO. 43055
DATE: July 22, 2019

RIVERTOWN VALLEY IV

PART OF THE SOUTHWEST ONE-QUARTER AND PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN
SHEET 5 OF 6

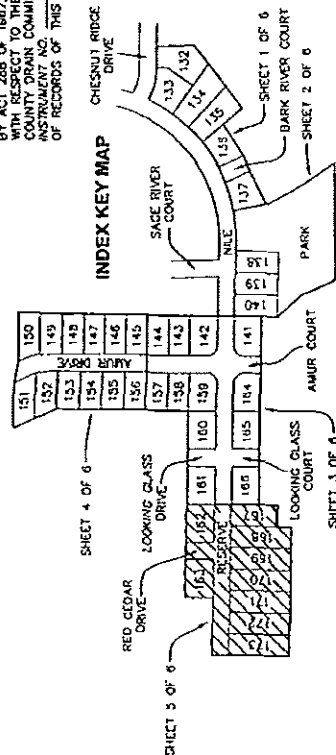


SCALE: 1" = 60'



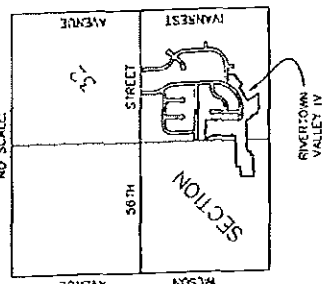
THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE KENT COUNTY DRAINAGE COMMISSION, WHICH ARE RECORDED IN THE RECORDS OF THIS COUNTY.

UNPLATTED



INDEX KEY MAP

LOCATION MAP



LEGEND

PLAT BEARINGS WERE ESTABLISHED FROM THE PLAT BEARINGS ON RIVERTOWN VALLEY IV, AS RECORDED IN INSTRUMENT NO. 20141230010783 IN THE KENT COUNTY REGISTER OF DEEDS. ALL CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS. ALL DIMENSIONS ARE IN FEET.
MONUMENTS MADE OF STEEL RODS 1/2" IN DIAMETER AND 36" LONG COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER HAVE BEEN PLACED AT ALL POINTS MARKED "C".
ALL MONUMENTS FOUND ARE MADE OF STEEL RODS 1/2" IN DIAMETER COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER AND ARE MARKED "M".
LOT CORNERS HAVE BEEN MARKED WITH STEEL RODS 1/2" IN DIAMETER 18" LONG WITH IDENTIFICATION CAPS MARKED "JAB 43055".
(R) = RADIAL LINES, ALL OTHERS ARE NON-RADIAL.
(INST.) = INSTRUMENT

SURVEYOR'S CERTIFICATE

I, STEVEN J. GREEN, SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS FOLLOWS: RIVERTOWN VALLEY IV, PART OF THE SOUTHWEST ONE-QUARTER AND PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32, THENCE NORTH 08°44'39" WEST 1320.78 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE NORTH 07°36'14" WEST (RECORDED AS NORTH 06°58'05" WEST) 716.50 FEET ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION TO THE PLACE OF BEGINNING; THENCE SOUTH 52°18'22" WEST 275.03 FEET; THENCE NORTH 39°02'57" WEST 86.08 FEET; THENCE SOUTH 58°55'51" WEST 1300.00 FEET; THENCE SOUTH 85°38'31" WEST 80.02 FEET; THENCE SOUTH 64°05'01" WEST 150.00 FEET; THENCE SOUTH 27°07'25" EAST 60.48 FEET; THENCE SOUTH 28°32'18" EAST 47.31 FEET; THENCE SOUTH 68°55'51" WEST 408.45 FEET; THENCE SOUTH 21°46'51" WEST 131.19 FEET; THENCE NORTH 40°52'28" WEST 116.14 FEET; THENCE SOUTH 31°57'08" EAST 80.48 FEET; THENCE SOUTH 69°04'08" WEST 159.88 FEET; THENCE NORTH 07°04'18" WEST 87.18 FEET; THENCE NORTH 69°04'08" WEST 149.50 FEET; THENCE SOUTH 07°04'18" WEST 87.18 FEET; THENCE NORTH 69°04'08" WEST 159.88 FEET; THENCE SOUTH 31°57'08" EAST 80.48 FEET; THENCE SOUTH 21°46'51" WEST 131.19 FEET; THENCE NORTH 40°52'28" WEST 116.14 FEET; THENCE SOUTH 68°55'51" WEST 408.45 FEET; THENCE SOUTH 27°07'25" EAST 60.48 FEET; THENCE SOUTH 85°38'31" WEST 80.02 FEET; THENCE SOUTH 58°55'51" WEST 1300.00 FEET; THENCE NORTH 39°02'57" WEST 86.08 FEET; THENCE SOUTH 52°18'22" WEST 275.03 FEET; THENCE NORTH 07°36'14" WEST 1320.78 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE PLACE OF BEGINNING. THE CHORD OF WHICH BEARS NORTH 58°05'47" EAST 574.75 FEET (RECORDED AS NORTH 58°06'10" EAST 574.85 FEET), DELTA ANGLE BEING 85°40'10" (RECORDED AS 85°40'53"); THENCE SOUTH 87°58'59" EAST 35.08 FEET ALONG THE SOUTH LINE OF CHESTNUT RIDGE DRIVE (A 60.00 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND THE SOUTH LINE OF SAID RIVERTOWN VALLEY NO. II, ON A 180.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 78°21'50" EAST 84.87 FEET, DELTA ANGLE BEING 20°45'37"; THENCE SOUTH 88°44'39" EAST 80.08 FEET ALONG THE SOUTH LINE OF SAID CHESTNUT RIDGE DRIVE AND SAID RIVERTOWN VALLEY NO. II; THENCE SOUTH 00°58'14" EAST 130.00 FEET (RECORDED AS SOUTH 00°58'05" EAST) ALONG THE WEST LINE OF HICKORY RIDGE ESTATES NO. 3 (AS RECORDED IN LIBER 114 OF PLATS, PAGES 38 & 37, KENT COUNTY RECORDS) AND THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION TO THE PLACE OF BEGINNING. THIS PLAT PHASE CONTAINS 42 LOTS AND 17.800 ACRES. THAT HAVE BEEN SURVEYED, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND. THE SURVEYOR HAS MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND AND THE SUBDIVISION OF IT. THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY, AS REQUIRED BY THE ACT. THAT THE ACCURACY OF SURVEY IS WITHIN THE LIMITS REQUIRED BY THE ACT. THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY THE ACT AND AS EXPLAINED IN THE LEGEND.



MOORE AND BRUGNICK, INCORPORATED
2020 MONROE AVE. N.W.
GRAND RAPIDS, MICHIGAN, 49505
STEVEN J. GREEN
PROFESSIONAL LAND SURVEYOR No. 43055
DATE: JUL 2, 2019

RIVERTOWN VALLEY IV

PART OF THE SOUTHWEST ONE-QUARTER AND PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN
SHEET 6 OF 6

PROPRIETOR'S CERTIFICATE

TRUIS WILSON, LLC, 2221 HEALTH DRIVE, SUITE 2200, WYOMING, MICHIGAN 48091, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY GARY L. GRANGER, MEMBER OF TRUIS WILSON, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS PLAT; AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC; THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT; THAT THE PARK IS A PRIVATE PARK FOR THE USE OF THE PLAT OWNERS IN THIS SUBDIVISION AND OF SUBDIVISIONS OF THE SAME NAME WHERE OWNERSHIP IS TRACEABLE TO THIS PROPRIETOR.

TRUIS WILSON, LLC
2221 HEALTH DRIVE, SUITE 2200
WYOMING, MICHIGAN 48091
STATE FILE NUMBER: 000454435
DATED: JUNE 18, 2000

ACKNOWLEDGEMENT

STATE OF MICHIGAN
COUNTY OF KENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18th DAY OF JUNE 2019, BY GARY L. GRANGER, MEMBER OF TRUIS WILSON, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY.

LAUREN BARTLETT, Notary Public
State of Michigan, County of Kent
My Commission Expires 1/17/2025
Adding in the County of Kent

RECORDING CERTIFICATE

STATE OF MICHIGAN
KENT COUNTY

THIS PLAT WAS RECEIVED FOR RECORD ON THE _____ DAY OF _____, 2019,
AT _____, MICHIGAN, AND RECORDED IN INSTRUMENT NUMBER _____

USA POSTHUMUS LYONS
KENT COUNTY CLERK - REGISTER OF DEEDS

MOORE AND BRUGNICK, INCORPORATED
2020 MONROE AVE. N.W.
GRAND RAPIDS, MICHIGAN, 49503

STEVEN G. GREENWOOD

PRESIDENT
PROFESSIONAL ENGINEER No. 36791
DATE: JUN 24th 2019

STEVEN J. GREEN
PROFESSIONAL LAND SURVEYOR No. 43055
DATE: July 24th, 2019



PROPRIETOR'S CERTIFICATE

UNION FINANCIAL CORPORATION, 933 4TH AVENUE, LAKE ODessa, MICHIGAN 48849, A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY ZACHARY DENNIS, VICE PRESIDENT OF COMMERCIAL BANKING, AS PROPRIETOR, HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS PLAT; AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC; THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT; THAT THE PARK IS A PRIVATE PARK FOR THE USE OF THE PLAT OWNERS IN THIS SUBDIVISION AND OF SUBDIVISIONS OF THE SAME NAME WHERE OWNERSHIP IS TRACEABLE TO THIS PROPRIETOR.

UNION FINANCIAL CORPORATION
LAKE ODessa, MICHIGAN 48849
STATE FILE NUMBER: 000454435
DATED: NOVEMBER 13, 1987

ACKNOWLEDGEMENT

STATE OF MICHIGAN
COUNTY OF KENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 17th DAY OF DECEMBER 2019, BY ZACHARY DENNIS, VICE PRESIDENT - COMMERCIAL BANKING, OF UNION FINANCIAL CORPORATION, A MICHIGAN CORPORATION, ON BEHALF OF THE CORPORATION.

NOTARY PUBLIC, KENT COUNTY, MICHIGAN
MY COMMISSION EXPIRES 7/21/2025

MUNICIPAL CERTIFICATE

I CERTIFY THAT THIS PLAT WAS APPROVED BY CITY OF WYOMING BOARD OF THE CITY OF WYOMING AT A MEETING HELD _____, 2019, AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH 1987 PA 286, MCL 360.101 TO 360.105, AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY THE BOARD OF SURVEYORS WITH REFERENCE TO SECTION 186 OF PA 286 AND WAIVES THE MINIMUM LOT SIZE REQUIREMENTS. PUBLIC WATER AND SEWER HAVE BEEN INSTALLED AND ARE READY FOR CONNECTION.

KELLY VANDENBERG
WYOMING CITY CLERK
DATE: _____

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

APPROVED ON 9/17/2019, AS COMPLYING WITH 1987 PA 286, MCL 360.101 TO 360.105, AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY THE BOARD OF SURVEYORS WITH REFERENCE TO SECTION 186 OF PA 286 AND WAIVES THE MINIMUM LOT SIZE REQUIREMENTS. PUBLIC WATER AND SEWER HAVE BEEN INSTALLED AND ARE READY FOR CONNECTION.

KEN YOUNG
KENT COUNTY DRAIN COMMISSIONER
DATE: 9/17/2019

TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE FIVE YEARS PRECEDING _____, 2019, INVOLVING THE LANDS INCLUDED IN THIS PLAT.

KENNETH PARRISH
KENT COUNTY TREASURER
DATE: _____

COUNTY PLAT BOARD CERTIFICATE

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE KENT COUNTY PLAT BOARD ON _____, 2019, AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF 1987 PA 286, MCL 360.101 TO 360.105, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

MANDY BOUTER
KENT COUNTY BOARD CHAIR
DATE: _____

USA POSTHUMUS LYONS
KENT COUNTY CLERK - REGISTER OF DEEDS
DATE: _____

KENNETH PARRISH
KENT COUNTY TREASURER
DATE: _____

Goodheart asked that an amendment be made to include a condition that the access easement to the northwest be found acceptable to city and other entities that control the easement. Smart supported the addition of this amendment.

DeLange asked for support of the amendment. Smart indicated it was a friendly amendment, VanDuren supported the friendly amendment. DeLange read the three conditions to the PUD-4 rezone:

- 1.) The conceptual plan, building elevations, and project narrative shall be accepted as part of approved PUD-4. Parking maximum is set at 1.82 spaces per residential unit.
- 2.) The developers offer to build the third lane on Byron Center from 52nd Street to Cottondale Drive and the widening of the golf course entrance to include a minimum usable 24' wide travelled way road shall be accepted as part of the approved PUD-4.
- 3.) That the access easement to the northwest be found acceptable to the city and other entities that control the easement.

A vote on the motion carried 5-4 with Arnoys, Beuche, Hegyi, and Micele voting against, and Delange, Smart, VanDuren, Weller, and Goodheart voting in favor.

AGENDA ITEM NO. 2

Request for Final Plat Approval for Rivertown Valley Phase IV. The property is generally located at Wilson Avenue and 56th Street SW. (Section 32) (The Granger Group)

Hofert gave a general description of the project. \This request is for Phase IV of a larger project. This phase includes a large section of Reserve Drive.

The platting of property is a three step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was approved by Planning Commission on August 30, 2018 and City Council on September 4, 2018.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Preliminary Plat- Final Approval was approved by Planning Commission on November 20, 2018 and City Council on December 3, 2018.

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

Hofert stated that Phase IV includes 42 lots all developed to R-1 standards as dictated in the approved Overall Development Plan.

Hofert stated that the developer has supplied a bond to the city for the incomplete improvements, including monuments and that the city accepted the bond.

Hofert stated that is the recommendation of the Development Review Team that Planning Commission grant Final Plat Approval for Rivertown Valley Phase IV and recommends the same to the City Council subject to the following conditions:

- 1.) The Engineer shall certify the construction of the plat grading after completion of construction. The certification shall verify with as-built survey, the plat grading meets all relevant grades and elevations per the approved grading plan. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.
- 2.) Developer shall provide Restrictive Covenants and Block Grading Plan for plat.
- 3.) Developer shall provide a Bond to the City of Wyoming for any incomplete improvements, including monuments.
- 4.) Parcels need to be combined. Class change on parcel-057 to residential.

A motion by Hegyi and supported by Goodheart, to grant final plat approval for Rivertown Phase IV and recommend the same to City Council was made. Discussion followed.

Beuche asked if the bond had been provided for this proposal. Hofert stated that it had.

A vote on the motion carried unanimously.

OLD BUSINESS

No old business.

The next Planning Commission meeting date is October 15.

PUBLIC COMMENT

There was no public comment.

ADJOURNMENT

The meeting was adjourned at 7:39 p.m.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF NUTS AND BOLTS

WHEREAS:

1. As detailed in the attached Staff Report, the City purchases nuts and bolts as needed.
2. It is recommended City Council authorize the purchase of the nuts and bolts using the Sourcewell cooperative purchase contract.
3. Funds are budgeted in various departmental accounts and will be charged to the appropriate account at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of nuts and bolts using the Sourcewell cooperative purchase contract.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Sourcewell Contract Discount Schedule

Resolution No. _____

STAFF REPORT

DATE: March 25, 2020

SUBJECT: Nuts and Bolts

FROM: Laura Jackson, Secretary II

Date of Meeting: April 6, 2020

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of nuts and bolts from Fastenal using the Sourcewell cooperative purchase contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Various departments use nuts and bolts for the repair, maintenance and modification of city vehicles and equipment. Fleet Services also maintains an inventory of nuts and bolts that is used by other departments as needed. The nuts and bolts are required to maintain vehicle fleet and equipment required to sustain public safety and maintain property values.

DISCUSSION:

On January 24, 2019 Sourcewell awarded contract #121218-FAS to Fastenal Company through January 25, 2023; the contract may be extended for a fifth year at Sourcewell's discretion. The contract provides a percentage discount of miscellaneous facility maintenance repair and operations supplies including a 50% discount for nuts and bolts (fasteners).

Sourcewell is a public sector cooperative purchase program that obtains bid pricing for more than 50,000 members. Use of public sector cooperatives allows government, education and nonprofits to purchase at their awarded pricing. Because of the greater buying power, use of cooperative purchasing programs result in lower prices and greater savings for the City.

BUDGET IMPACT:

Funds for the purchase of the nuts and bolts are budgeted in various departmental accounts with the appropriate account being charged at the time of requisition. It is estimated annual expenditure for nuts and bolts will total approximately \$14,000.

Attachment: Sourcewell Contract Discount Schedule

SOURCEWELL CONTRACT #121218-FAS DISCOUNT SCHEDULE FOR CATALOG ITEMS

CATEGORY	DISCOUNT
Abrasives	25%
Adhesives, Sealants, and Tape	25%
Cutting Tools & Metalworking	25%
Electrical	25%
Electronics and Batteries	25%
Fasteners	50%
Fleet and Automotive	25%
HVAC and Refrigeration	25%
-Filters	35%
Hardware	30%
Hydraulics	25%
Janitorial and Cleaning	25%
-Restroom Supplies	40%
-Trash Cans and Liners	35%
-Wipers, Towels, and Rags	40%
Lighting	30%
Lubricants, Coolants and Fluids	25%
Machinery	25%
Material Handling, Lifting and Rigging	25%
-Chain and Accessories	30%
-Cranes, Trolleys and Accessories	30%
-Hoists and Pullers	30%
-Jacks	30%
-Rigging Hardware	30%
-Rope and Rope Accessories	30%
-Slings and Accessories	30%
-Wire Rope and Accessories	30%
Motors	30%
Outdoor Products and Equipment	25%
Packaging and Shipping Products	25%
Paint and Painting Supplies	25%
Plumbing	30%
Pneumatics	25%
Power Transmission	25%
Pumps	20%
Raw Materials	20%
Safety	25%
-Hand and Arm Protection	32%
Security	25%
Test and Measurement	25%
Tools and Equipment	25%
-Corded Power Tools	20%
-Cordless Power Tools	20%
Welding	25%

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
FOUR TACTICAL MOUNTAIN BICYCLES AND PROTECTIVE EQUIPMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council authorize the purchase of four tactical mountain bicycles and protective equipment to outfit the bikes and officers.
2. Funds were donated by the Weller Foundation and the Walmart Community Grant with the remaining amount of \$4,111.80 being charged to the Drug Law Enforcement Fund/Forfeiture account number 265-305-31500-973.014.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of four tactical bicycles and protective equipment.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: March 18, 2020

Subject: Tactical Mountain Bicycle Equipment Purchase

From: Sgt. Brian Look

Meeting Date: April 6, 2020

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of four police mountain bicycles, specifically the Cannondale Trail 3. It is also recommended to purchase the accompanying bicycle protective equipment to outfit the bikes and the 13 officers assigned to the Tactical Mountain Bike program. The aforementioned items cost a total of \$16,655.78.

COMMUNITY, SAFETY, STEWARDSHIP:

In November of 2019, the police department initiated the formation of a tactical mountain bike team. The team consists of 13 sworn officers who are working in conjunction with the Grand Rapids Police and the Michigan State Police. This team was formed due to the need for more effective and a professional approach to crowd control. The need for this was demonstrated on May 1, 2019 when the May Day March entered the City of Wyoming where we utilized the Grand Rapids Police and the Michigan State Police bicycle units to ensure the safety and rights of march participants and City of Wyoming residents/visitors. The addition of the tactical mountain bike team is beneficial for outreach methods of the police department to utilize more officers in the neighborhoods and along trails for positive police/citizen interaction. There will also be a need for these trained bicycle officers for anticipated presidential candidates coming to the Greater Grand Rapids area.

The training for the bicycle officers has already been completed at no cost to the city, through the cooperation of the Grand Rapids Police Department and the Michigan State Police. The need for these four bicycles and accompanying equipment is to make sure each officer on the team has the appropriate safety equipment for crowd control and mountain bike patrols. This is the minimally suggested equipment advised to be used by the tactical police mountain bike instructors.

DISCUSSION:

After determining the need for the bicycle team, the need for equipment became very apparent. Currently the police department has nine police mountain bikes that are several years old, but are still in working condition. However, there is not enough of the current bikes to outfit the team. It is planned that the 13 officers assigned to the team will be needed for events. There is also a need to provide appropriate sized bikes and equipment to each member.

Quotes were requested for two bike models, the Volcanic and Cannondale Trail 3. The cost for the completely equipped Volcanic bike is \$2494.75 and the cost for the Cannondale Trail 3

equipped the same is \$2,064.90. The Cannondale Trail 3 bike is a very reputable bike and is able to be serviced locally. The additional items to make the bike complete are gear bags and police emergency lights. The total for the purchase of the four bikes and equipment to outfit will be \$8,259.60.

All bike equipment, riding gear and protective gear to outfit the 13 sworn officers has been recommended by Tactical Mountain instructors and seasoned existing teams. Our selected officers will need to have proper bike riding gear in the form of bike pants, a properly identified Police Officer shirt and the accompanying soft shelled jacket since the need for the tactical mountain bike officers may demand they are out in inclement weather. The safety gear consisting of gloves, eye protection, shin guards and chest protectors as determined to be needed to protect officers from unruly crowds in the event of riotous actions. This team will be used to control actively aggressive crowds and they need to have appropriate gear.

The purchase of the 5.11 coat, pants and polo are from TeleRad for a cost of \$282.97, (includes embroidery). The Smith Optics, Fox Sport jacket, Fox knee/shin guards and Fox Dirt Paw gloves are to be purchased separately for a total of \$362.89. The total of the equipment is \$645.86 per officer (x 13) totals \$8,396.18. Secondary quotes were obtained and the nearest total of purchasing direct from 5.11 and from Fox was \$687.82 per officer for a total of \$8,941.66.

BUDGET IMPACT:

The money allocated to make the needed purchases has come from the 2019 Weller Foundation in the amount of \$3,543.98, the 2020 Weller Foundation in the amount of \$6,500.00 and the Walmart Community Grant in the amount of \$2,500.00. The total cost for the tactical mountain bike equipment is estimated to be \$16,655.78. After using the allocated from the Weller Foundation and the Walmart Community Grant the remaining amount required for the purchase is \$4,111.80. These necessary funds are available in the Drug Law Enforcement Fund/Forfeiture account number 265-305-31500-973.014.

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR
FURNISHING AND PLACEMENT OF TREES

WHEREAS:

1. As detailed in the attached Staff Report, Brookview Landscaping has offered to extend their current bid pricing for furnishing and placement of trees through December 31, 2020.
2. Funds are available in various departmental accounts with the appropriate account being charged at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize extending the bid for furnishing and placement of trees through December 31, 2020.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Tabulation Sheet

Email

Resolution No. _____

STAFF REPORT

Date: March 24, 2020

Subject: Furnishing and Placement of Trees

From: Laura Jackson, Secretary II

Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: April 6, 2020

RECOMMENDATION:

It is recommended the City Council accept an offer from Brookview Landscaping to extend their current bid pricing to furnish and plant trees in our park system through December 31, 2020. The trees are scheduled to be planted in the spring and fall at various City parks to replace trees that were lost to the Emerald Ash Borer (EAB) and storm damage.

COMMUNITY, SAFETY, STEWARDSHIP:

By replacing the trees that were lost to EAB and storm damage, the new trees will provide shade for recreational activities and improve the aesthetics of the park. New trees help with adding oxygen to the environment and control soil erosion. All park visitors will have new trees for shade and recreational activities.

The contractor has the appropriate equipment and trained staff that can plant the trees safely and efficiently ensuring tree survival. Well maintained park properties have a positive impact on neighboring property values.

DISCUSSION:

On Tuesday, February 14, 2017, three responses were received in answer to our invitation to bid for the furnishing and placement of trees. One hundred and six (106) invitations to bid were sent to prospective bidders.

To be efficient, economically prudent, biologically diverse, the City asked for a three year bid with 11 different tree species to be planted in our park system. The price per tree from Brookview Landscaping is the lowest of the three bidders for all of the trees specified on the attached bid tabulation sheet. The tree planting program has budgeted funds in the Parks and Recreation Capital Outlay Tree Planting Fund.

BUDGET IMPACT:

Funding for this project is available in the Parks and Recreation Capital Outlay Account #208-752-75600-987.151. Should other departments use this bid the appropriate budget account will be charged.

Attachment: Brookview Landscaping email
2017 Bid Tabulation

BID TABULATION:

	BROOKVIEW LANDSCAPING			TWIN LAKES NURSERY, INC.			RRR LAWN & LANDSCAPE LLC		
	<u>Year 1</u> May 1, 2017 – April 30, 2018	<u>Year 2</u> May 1, 2018 – April 30, 2019	<u>Year 3</u> May 1, 2019 – April 30, 2020	<u>Year 1</u> May 1, 2017 – April 30, 2018	<u>Year 2</u> May 1, 2018 – April 30, 2019	<u>Year 3</u> May 1, 2019 – April 30, 2020	<u>Year 1</u> May 1, 2017 – April 30, 2018	<u>Year 2</u> May 1, 2018 – April 30, 2019	<u>Year 3</u> May 1, 2019 – April 30, 2020
Type of Tree	Price Per Tree	Price Per Tree	Price Per Tree	Price Per Tree	Price Per Tree	Price Per Tree	Price Per Tree	Price Per Tree	Price Per Tree
Kentucky Coffee Tree	\$512.00	\$540.00	\$589.00	\$525.00	NO BID	NO BID	\$590.00	\$630.00	\$700.00
Blackgum	\$512.00	\$554.00	\$589.00	\$580.00	NO BID	NO BID	\$590.00	\$650.00	\$700.00
Horse Chestnut	\$512.00	\$554.00	\$589.00	\$590.00	NO BID	NO BID	\$590.00	\$650.00	\$700.00
Sycamore – American	\$456.00	\$484.00	\$512.00	\$545.00	NO BID	NO BID	\$550.00	\$550.00	\$590.00
Norway Maple	\$540.00	\$540.00	\$512.00	\$548.00	NO BID	NO BID	\$590.00	\$630.00	\$590.00
Sugar Maple	\$512.00	\$554.00	\$589.00	\$535.00	NO BID	NO BID	\$590.00	\$650.00	\$700.00
Red Maple	\$512.00	\$554.00	\$589.00	\$535.00	NO BID	NO BID	\$590.00	\$650.00	\$700.00
Linden – Little Leaf	\$540.00	\$589.00	\$589.00	\$580.00	NO BID	NO BID	\$630.00	\$700.00	\$700.00
White Oak	\$512.00	\$589.00	\$624.00	\$535.00	NO BID	NO BID	\$590.00	\$700.00	\$750.00
Red Oak	\$512.00	\$589.00	\$624.00	\$515.00	NO BID	NO BID	\$590.00	\$700.00	\$750.00
White Pine	\$274.00	\$274.00	\$274.00	\$415.00	NO BID	NO BID	\$400.00	\$400.00	\$400.00

Galligan, Rhonda

From: Bob Tien <bobt@brookviewlawncare.com>
Sent: Monday, March 23, 2020 8:22 AM
To: Jackson, Laura
Subject: Tree Planting

Laura,

We are willing to hold pricing for the tree planting until 12/31/2020.

Thank You

Bob Tien

B.S. Horticulture, MSU
Landscape Project Manager

Brookview Landscaping
10539 James Street
Zeeland, MI 49464
P: 616-772-3262
F: 616-772-4335
brookviewlawncare.com

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR LIQUID SODIUM HYPOCHLORITE

WHEREAS:

1. As detailed on the attached staff report, Alexander Chemical Corporation, a Caraus Company, has agreed to extend their current bid prices through April 16, 2021.
2. Funds for the purchase of the liquid sodium hypochlorite are budgeted in account numbers 591-591-55300-740.000 and 590-590-54300-740.000 and 590-590-54800.740.000.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Alexander Chemical Letter

Holland BPW Bid Summary

Resolution No. _____

STAFF REPORT

Date: March 25, 2020

Subject: Purchase of Liquid Sodium Hypochlorite

From: Robert Veneklasen, Water Treatment Plant Superintendent

Meeting Date: April 6, 2020

Recommendation:

It is recommended the City Council accept extension of the bid price from the City of Holland and the cooperative purchasing group for Liquid Sodium Hypochlorite from Alexander Chemical Corporation, A Carus Company, at a cost of \$154.80/ton.

Sustainability Criteria:

Environmental Quality – The use of Liquid Sodium Hypochlorite is necessary to insure the production of safe drinking water and properly treated wastewater.

Social Equity – The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or social economic status. All residents enjoy access to services provided by our water and wastewater utilities.

Economic Strength – By utilizing the cooperative bid with other communities, the Utilities Department is ensuring that we get the best value for this necessary service. This results in the lowest rates possible for our residents and customers.

Quality Service Impact:

The ability to properly disinfect the Drinking Water Supply during and after treatment to protect public health is the cornerstone of the water treatment process. This provides the measure of protection that retains the trust of our customers. Sodium Hypochlorite is used at the Clean Water Plant to control the odors associated with the biological process.

Discussion:

The City of Holland suspended the bidding process for Liquid Sodium Hypochlorite (NaOCL) for 2020 due to the recent social conditions resulting from COVID-19. The City of Holland requested an extension of the 2019 bid price for the Cities of Wyoming, Grand Rapids, Muskegon, Grand Haven, and Muskegon Heights to also purchase Liquid Sodium Hypochlorite as a cooperative purchase. The intent of this cooperative purchase is to maintain cooperation between the cities and to realize a benefit of reduced cost for all of the included municipalities.

After evaluation of the price extension during this uncertain time, it is my recommendation that we continue to participate in the cooperative purchase for Liquid Sodium Hypochlorite. The bid for Liquid Sodium Hypochlorite is from Alexander Chemical Corporation, A Carus Company, at a cost of \$154.80 per ton, or \$0.7754 per gallon. This price represents a continuation of the existing cost and is consistent with the 2021 budget planning.

Liquid Sodium Hypochlorite is used at the Drinking Water Plant for disinfection and at the Clean Water Plant for odor control. The expected annual cost for the Clean Water Plant is \$34,200.00 and the Water Treatment Plant annual cost is expected to be \$173,690.00.

Budget Impact:

Adequate funds were budgeted in accounts 591-591-55300-740.000 and 590-590-54300-740.000 and 590-590-54800.740.000.



March 24, 2020

Holland Board of Public Works
625 Hastings Avenue
Holland, MI 49423
Attn: Cindy Scholten

To whom it may concern:

Alexander Chemical Corporation agrees to extend the current chemical contract for one year at the prices listed below to the following locations, 4/16/2020 through 4/16/2021. All pricing will be subject to the same terms and conditions as outlined in the 2019 RFP and the 2019 bid.

Liquid Sodium Hypochlorite Bulk \$154.80/ton(\$0.7754/gallon)

Holland -	46 North Lakeshore Drive, Holland, MI 42 South River Street, Holland, MI
Wyoming -	16700 New Holland Street, Holland, MI 2350 Ivanrest Ave. SW, Wyoming, MI
Muskegon -	1900 Beach Street, Muskegon, MI
Muskegon Heights -	2323 Seminole, Norton Shores, MI
Grand Haven -	30 Sherman Ave, Grand Haven, MI
Grand Rapids -	1300 Market SW, Grand Rapids, MI 746 Market SW, Grand Rapids MI 17350 Lake Michigan Drive, West Olive, MI

Please forward extension proposal to bids@alexanderchemical.com, and myself or Jennifer Young will execute and return to you.

Thank you,

Sabrina Sarver
Sales Administrator
Alexander Chemical
sabrina.sarver@alexanderchemical.com
219-402-0588 - Direct



DATE: 3/12/2019

**NOTICE TO BIDDERS
2019-2020 Liquid Sodium Hypochlorite
Request for Bid**

The cities of Holland, Muskegon, Muskegon Heights, Grand Rapids, Wyoming and Grand Haven are requesting sealed bids for Liquid Sodium Hypochlorite through the Holland Board of Public Works. The delivery, billing and estimated usage is listed on the page titled "Co-op Chemical Purchase Delivery and Billing Addresses". Please note that the contract is for one year beginning April 16, 2019 and ending April 16, 2020.

All chemicals must conform to NSF standard 60/61 for use in potable drinking water and meet all specifications listed in bid documents. Prices per ton of material are for delivery to any and all of the facilities listed on the billing and delivery page.

In addition to the information set forth in the complete bid document, an addendum represents general terms and conditions that may be in addition to the terms and conditions of the liquid sodium hypochlorite bid. The information included in the Bid Document shall take precedence over any provisions stipulated in the addendum. The cities reserve the right to accept any proposal as well as reject any proposal; to waive irregularities in a proposal or to negotiate if it appears to be in the best interest of the included cities.

All bidders are required to submit a signed copy of the attached "Equal Employment Opportunity Statement" with their bid proposal.

Bidders must complete and sign the bid form furnished as none other may be accepted.

All proposals are to be in sealed envelopes and plainly marked:
"2019 Sodium Hypochlorite Bid".

Sealed bids will be accepted until 2:00 p.m. Thursday, March 28, 2019 at which time bids will be publicly opened and read. You are invited to attend, but it is not required.

Sealed bids labeled 2019 LSH bid are to be mailed or delivered to:

**Holland Board of Public Works
625 Hastings Avenue
Holland, MI 49423
Attn: Cindy Scholten**

LSH Bid

**CO-OP CHEMICAL PURCHASE
CITY DELIVERY AND BILLING ADDRESSES**

DELIVERY ADDRESS

BILLING ADDRESS

HOLLAND

City of Holland
Attn: *James Van De Wege*
Water Treatment Plant
46 North Lakeshore Drive
Holland, MI 49424

Holland BPW
Accounts Payable
625 Hastings Avenue
Holland, MI 49423

City of Holland
Attn: *Theodore VanAken/Bill Grysen*
Water Reclamation Facility
42 South River Street
Holland, MI 49423

Holland BPW
Accounts Payable
625 Hastings Avenue
Holland, MI 49423

❖ *Deliveries to be specified either
the east or west side of street.*

City of Holland
Attn: *Mark Richey*
Holland Energy Park
1 Energy Park Way
Holland, MI 49423

Holland BPW
Accounts Payable
625 Hastings Avenue
Holland, MI 49423

WYOMING

City of Wyoming
Attn: *Myron Erickson/
Bob Veneklasen*
veneklasenr@wyomingmi.gov
Water Treatment Plant
16700 New Holland Street
Holland, MI 49424

Same as delivery

❖ *Loads may need to deliver to multiple locations: Water
Treatment Plant and the low service pump station.*

LSH Bid

City of Wyoming
Clean Water Plant
Attn: *Jon Burke/Myron Erickson*
burkej@wyomingmi.gov,
2350 Ivanrest Ave. SW
Wyoming, MI 49418

Same as delivery

MUSKEGON

City of Muskegon
Attn: *Burt Straley*
Burt.straley@shorelinecity.com
231-724-4105
Water Filtration Plant
1900 Beach Street
Muskegon, MI 49441

Same as delivery

MUSKEGON HTS

City of Muskegon Heights
Attn: *John Allen*
jallen@cityofmuskegonheights.org
Water Filtration Plant
2323 Seminole
Norton Shores, MI 49441

Same as delivery

GRAND HAVEN

Northwest Ottawa Water
Treatment Plant
Attn: *Joe Vanderstel*
jvanderstel@grandhaven.org
30 Sherman Ave.
Grand Haven, MI 49417

Northwest Ottawa Water
Treatment Plant
Attn: Accounts Payable
519 Washington Street
Grand Haven, MI 49417

LSH Bid
GRAND RAPIDS

City of Grand Rapids
Environmental Services
Attn: *Dave Harris*
dharris@grcity.us
1300 Market SW
Grand Rapids MI 49503

Same as delivery

City of Grand Rapids
Environmental Services
Attn: *Dave Harris*
dharris@grcity.us
Retention Basin, 746 Market SW
Grand Rapids MI 49503

City of Grand Rapids
Environmental Services
1300 Market SW
Grand Rapids MI 49503

❖ *Loads may need to be delivered to either delivery location,
needs dependent, as directed by the City of Grand Rapids.*

City of Grand Rapids
Lake Filtration Plant
Attn: *Mike Grenier*
mgrenier@grand-rapids.mi.us
17350 Lake Michigan Drive
West Olive MI 49460

Same as delivery

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LIQUID SODIUM HYPOCHLORITE
ESTIMATED ANNUAL TONS REQUIRED AND DELIVERY QUANTITIES

<u>Municipality and Plant</u>	<u>Liquid Sodium Hypochlorite Estimated Yearly Usage</u>	<u>Minimum Delivery</u>
City of Holland		
Water Plant	500 tons	15 tons
Wastewater Plant	720 tons	15 tons
Power Plant	15 <u>Totes</u>	
City of Wyoming		
Water Plant	1400 tons	15 tons
Clean Water Plant	240 tons	15 tons
City of Muskegon		
Water Plant	540 tons	15 tons
City of Muskegon Heights	200 tons	15 tons
Water Plant		
City of Grand Haven	230 tons	15 tons
City of Grand Rapids:		
Environmental Services	200 tons (need dependent)	15 tons
Lake Filtration Plant	2200 tons	15 tons

LSH Bid

CO-OP CHEMICAL PURCHASE
Liquid Sodium Hypochlorite
BID FORM

BID OPENING: Thursday, March 28, 2019 @ 2:00 P.M. Eastern Standard Time (Late bids will not be accepted.) Holland Board of Public Works, 625 Hastings Avenue, Holland, Michigan 49423 Attn: Cindy Scholten

Sealed bids are requested for a one-year term for providing liquid sodium hypochlorite on an "as needed" basis per the specifications contained herein. Quantities stated herein are approximate per year and shall not be considered as minimums or maximums.

ITEM QUANTITY DESCRIPTION

Cities of Holland, Wyoming, Grand Rapids, Muskegon, Muskegon Heights & Grand Haven:

Delivered Cost

- | | | | |
|----|----------------|----------------------------|-------------------------------------|
| 1. | Est 6,230 Tons | Liquid Sodium Hypochlorite | \$ 154.80 /ton
(\$0.7754/gallon) |
|----|----------------|----------------------------|-------------------------------------|

Tank Truck

Specify common carrier or company owned truck Company owned truck

Specify Manufacturer Alexander Chemical Corporation,
A Carus Company Product Name Sodium Hypochlorite

2. Totes (optional)

If you provide LSH in totes, how many gallons are in a tote? 330 gallons

\$ 2.978 /gallon Lead time for totes: 1 day ARO

Any and all costs associated with providing the liquid sodium hypochlorite as specified are to be included in the above delivered cost. No additional cost will be incurred. All prices in US Dollars

BIDDERS ARE REQUIRED TO SUBMIT MATERIAL SAFETY DATA SHEETS AND ANSI/NSF CERTIFICATION WITH THEIR BID. FAILURE TO PROVIDE ALL INFORMATION REQUIRED HEREIN MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

DELIVERY/COMPLETION TIME 1 day ARO F.O.B. Delivered, Freight included. CASH DISCOUNTS will be allowed for prompt payment as follows: 0 % cash discount if paid within 30 days or less from delivery and acceptance of goods or completion of service.

LSH Bid

I hereby state that: 1) all of the information I have provided is true, accurate and complete, and 2) that I have authority to submit this bid, which will become a binding contract, if accepted by the Cities, 3) that I have not communicated with, nor accepted anything of value from an official or employees of the Cities that would tend to destroy or hinder free competition, and 4) that I have read, and understand and agree to be bound by all of the terms in this bid document.

Company Alexander Chemical Corporation, A Carus Company

Address 315 Fifth Street

City Peori **State** IL **Zip** 61354

Telephone 800-435-6856 **Fax** 815-224-6697

Email bids@caruscorporation.com

Signature of Authorized Officer 

Print or Type Name & Title Gerald B Curran/VP, CFO

Date March 26, 2019

LSH Bid

QUESTIONNAIRE

EXPERIENCE:

List experience in the last three years with similar contracts:

Benton Harbor, MI Alma, MI
Grosse Point Farms, MI North Shore Water Commissions, WI

Have you ever had a contract terminated early for safety, quality or services issues in the last five years? No

How many years have you been in business? 37

List references from similar contracts:

COMPANY NAME	CONTACT PERSON	PHONE
A. <u>Mishawaka, IN</u>	<u>James Crook</u>	<u>574-258-1652</u>
B. <u>Mt Pleasant, MI</u>	<u>Malcolm Fox</u>	<u>989-779-5426</u>
C. <u>Wilmette, IL</u>	<u>Nate Jordan</u>	<u>847-853-7543</u>

RESPONSE TIME:

Response time for normal deliveries shall be within 1 days.

Can emergency deliveries be made within 24 hours if necessary? Yes (yes or no)
(* An emergency deliveries is defined as a delivery necessary to prevent a member of the co-op from running out of Sodium Hypochlorite in less than 24 hours)

List National Holidays Observed By Your Company:

A. New Year's Day B. Good Friday C. Memorial Day D. Fourth of July
E. Labor Day F. Thanksgiving G. Day after Thanksgiving H. Christmas Eve
I. Christmas Day J. New Year's Eve

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Specify the following contacts if awarded the contract:

Orders: Customer Support /Phone/email 800-348-8827
Print or type Or orders@alexanderchemical.com

Administrative: Sabrina Sarver /Phone/email 800-348-8827 ext 5250

Alexander Chemical Corporation, A Carus Company

Bidder typed name & signature: Gerald B Curran/VP, CFO

By signing this questionnaire, you are confirming that all information is accurate and complete

LSH Bid

LIQUID SODIUM HYPOCHLORITE BID
TERMS AND CONDITIONS

Bidders are requested to complete information requested herein; Failure to do so may result in the bid being rejected as non-responsive. The Cities reserve the right to use responses to these questions in the award of the bid.

CONTRACT TERM:

The agreement term shall be for a one (1) year period beginning **April 16, 2019**.

ALL RESPONSES SHALL BE CONTAINED WITHIN THIS FORM; NO SEPARATE SCHEDULES SHALL BE RECOGNIZED. The Cities shall not be bound by any part(s) of any bidder's response to the bid which contains information, options, conditions, terms, or prices not requested nor required in the bid.

NON-ASSIGNMENT:

The Contractor shall not assign this contract or sub-contract services without the written approval of the Finance Director. In the event sub-contracting is allowed, the primary contractor remains exclusively responsible for the performance or non-performance of the product/services to the same extent as if the primary contractor itself performed the services.

PRICING:

Pricing listed shall remain firm for each contract year period. Manufacturer/Supplier price decreases received by the vendor shall be passed on to the Cities in the form of reduced cost of goods to the Supplier from the prices stated on the bid form. From time to time, the Cities may verify such decreases with the vendor and request new price adjustments. No increases over the bid price shall be permitted to compensate the vendor for inefficiency, errors in judgment, increases in labor costs, or profit. Price increases shall only be allowed based on proof of manufacturer's increases in goods to the supplier.

Pricing on the Bid Form shall be on a per ton basis, F.O.B. delivered, freight included to the locations specified herein. Bid pricing on the Bid Form shall include any and all additional incidental charge, i.e. charges for container cleaning, handling, Superfund, EPA mandates.

ORDERS/DELIVERY

Orders will be released on an "as needed" basis by the using Cooperative Purchase Agency against term contract purchase orders. The vendor shall deliver to each location ordering the liquid sodium hypochlorite. Vendor shall be aware that orders may be frequent, throughout the year.

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Delivery of shipments to be made as specified for each site, delivered as needed between 8:00 A.M. and 2:00 P.M. EST on weekdays only. No holiday or weekend deliveries will be accepted without prior approval.

The vendor shall be responsible for pumping liquid sodium hypochlorite in to the delivery site storage tanks and shall provide all necessary leak free equipment to do so, example: hoses, fittings, air padding, pumps, etc required to offload the liquid sodium hypochlorite in to the desired tanks. Vendor shall verify with city to determine storage tank. Vendor is responsible for any spills resulting from delivery equipment or mishandling. Vendor is required to be present and aware during unloading operations and knowledgeable of emergency response shall a spill occur. The cities in this contract reserve the right to refuse shipment if equipment appears to be faulty or not maintained. Should a spill occur, the vendor will be responsible to take immediate action to clean up the spill of liquid sodium hypochlorite and will be responsible for any and all environmental clean-up cost. If spill the spill is not cleaned up immediately, the cities reserve the right to hire a certified hazardous material handling company to clean up the spill and charge the vendor for incurred cost.

City of Grand Rapids delivery requirements: Lake Filtration Plant:

The vendor shall deliver product as ordered by the Lake Michigan Filtration Plant project manager, Monday through Friday 8:00 a.m. - 2:00 p.m. EST, excluding weekends and holidays (unless prior arrangements have been agreed to by the project manager and vendor), to the Lake Michigan Filtration Plant 17350 Lake Michigan Drive, West Olive MI 49460.

A shipment notification sheet shall be checked before the driver enters through plant gates. The shipment notification sheet shall be faxed to the Lake plant by the vendor, and shall include, but not be limited to: the delivery date, driver's name, tractor number, trailer number, estimated time of arrival (allowable time window of +/- 30 minutes), evidence of tanker washout and NSF shipment, and photo identification of driver. Numbered seals may also be utilized on the opening of the trailers. The seal shall be placed on the opening once the product is loaded. The seal shall be intact, and the numbers on the seal shall match the numbers on the shipment notification sheet. A broken seal may indicate tampering, and shall be refused and replaced with new product at no additional cost to the City. Evidence of tanker washout and NSF shipment shall be provided with each delivery. Deliveries made on a wrong day or at a different time from the ETA (including outside of the allowable time window) may be refused at no additional cost to the City. On any delivery refused by the City, the awarded vendor shall be required to immediately ship additional product meeting specifications set forth herein at no additional cost to the City. Tanker deposits / demurrage of any kind shall not be allowed. No extra or additional charges shall be allowed, no exceptions. No extra or additional charges shall be allowed over the life of the contract.

City of Grand Rapids delivery requirements: Environmental Services:

The vendor shall deliver bulk product as designated by the City project manager to the WWTP – Retention Basin, 746 Market SW Grand Rapids MI 49503, and/or to WWTP – 1300 Market SW

LSH Bid

Grand Rapids MI 49503, utilizing the City of Grand Rapids' unloading station using 2" Evertite adapters. The vendor shall provide air for tanker pressurization, to be included in the bid price proposed.

All deliveries shall occur between the hours of 9:00 AM and 2:00 PM EST, Monday through Friday. Evidence of tanker washout and NSF shipment shall be provided with each delivery. For all deliveries to City departments, a shipment notification sheet shall be checked before the driver enters through plant gates. The shipment notification sheet shall be faxed to the Wastewater Treatment Plant by the vendor, and shall include, but not be limited to: the delivery date, driver's name, tractor number, trailer number, estimated time of arrival (allowable time window of +/- 30 minutes), and photo identification of driver. Deliveries made on a wrong day or at a different time from the ETA (including outside of the allowable time window) may be refused at no additional cost to the City. On any delivery refused by the City, the awarded vendor shall be required to immediately ship additional product meeting specifications set forth herein at no additional cost to the City. Tanker deposits / demurrage of any kind shall not be allowed. No extra or additional charges shall be allowed, no exceptions. No extra or additional charges shall be allowed over the life of the contract.

SUBMITTALS:

Bidders are required to submit MSDS sheets, complete the questionnaire as required, and to provide any information requested herein with the bid response. Failure to do so may result in rejection of the bid as non-responsive.

AWARD CRITERIA/BIDDER SELECTION:

The selection of the successful bidder will be based on a combination of factors which, in the cities opinion, will best serve the cities interest in obtaining the desired service levels. Factors that will be considered, but shall not be limited to are:

- | | |
|------------------------------|-----------------------------|
| A. Delivery | B. Price |
| C. Past Performance | D. Quality of Items Bid |
| E. Responsiveness to the Bid | F. Duration of Firm Pricing |
| G. References | |

PRODUCT SUPPLY:

Contractor shall guarantee an adequate supply of all commodities/services bid for the Cooperative Purchase Agencies use as specified herein, and at the prices bid, under all market conditions for the life of the contract.

PACKAGING

The packaging of all materials supplied under this contract shall comply with all rules and regulations, and meet all minimum requirements set forth in Code of Federal Regulations (CFR) Title 49, parts 100-180 as of October 1, 1995. Proof of such compliance shall be available upon

LSH Bid
request of each City.

LIABILITY

The Cities and their employees will exercise ordinary care in protecting the property of the vendor on City property, but shall not be liable for any damage to the vendor's property due to weather, floods, fire, elements, normal usage, or any other causes. Should any damage or defects in the vendor's property or equipment be observed by a City, notice will be given as to the extent and nature of the damage or defect, and the responsibility for repair or replacement of the defective equipment shall rest solely with the vendor.

QUANTITIES:

Herein shall be for cost analysis only and are not guarantees of minimum or maximum quantities.

Estimated annual quantities - West Michigan Cooperative Purchase Agencies

ANNUAL	AGENCY
500 Tons	City of Holland, Water Plant
720 Tons	City of Holland, Water Reclamation Facility
15 Totes	City of Holland, Power Plant (a.k.a. Holland Energy Park)
1,400 Tons	City of Wyoming, Water Plant
240 Tons	City of Wyoming, Clean Water Plant
450 Tons	City of Muskegon, Water Plant
200 Tons	City of Muskegon Heights, Water Plant
225 Tons	City of Grand Haven, Water Plant
2200 Tons	City of Grand Rapids, Lake Filtration Plant
200 Tons	City of Grand Rapids, Environmental Services

PRODUCT SUPPLY:

Contractor shall guarantee an adequate supply of commodity bid that is ready and available for use upon confirmation of a purchase order. The successful bidder will be responsible at all times for warranting that products provided under this contract shall comply with all Federal, State and Local safety regulations at the time of delivery. The contractor shall become fully informed and comply with all regulations of MIOSHA, OSHA and EPA requirements and regulations.

SAFETY, LAWS AND REGULATIONS:

The successful bidder will be responsible for protection of the work area and property related to delivered site and shall fully comply with all MIOSHA, OSHA and EPA requirements and regulations

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LICENSES AND PERMITS

The successful bidder shall adhere to all Local, City, State, and Federal rules and regulations as well as ordinances and shall be required to pay for all permits, licenses and fees pertaining to this contract.

INVOICING:

Original invoice and two copies shall be submitted to the using Department within seven (7) days of delivery to and acceptance of goods. Invoices shall include the following information:

- Unit cost and total cost of goods.
- Name of the Agency/Department the goods were delivered to.
- Agency/Department purchase order number.
- Delivery and invoice dates.

All invoicing of goods shall be forwarded to the using agencies project manager.

CANCELLATION:

The West Michigan Cooperative Purchase Agencies reserve the right to cancel their portion of this contract for any or no reason with thirty days written notice, at no cost to any of the cities.

SPECIFICATIONS

Liquid Sodium Hypochlorite, meeting ANSI/AWWA Specification B 300-18, Standard for Hypochlorite and must be compliant with the Safe Drinking Water Act and other federal regulations for potable water, wastewater systems, and reclaimed water as applicable.

Sodium Hypochlorite is to be delivered in minimum truckload quantities of 15 tons and the product shall be stored, shipped, and delivered in tamper-evident packaging.

The vendor shall provide additional clarification of the distinction between trade percent and weight percent as defined in the ANSI/AWWA Specification B 300-18.

Liquid Sodium Hypochlorite bid shall meet the additional following requirements:

Chemical Requirement:

The Sodium Hypochlorite shall contain between 15 and 16 percent available chlorine by volume (trade percent). In the event the available chlorine by volume (trade percent) is lower than specified, the City shall deduct a penalty as follows:

1. For available chlorine between 14 and 15 trade percent, a penalty of 10% of the contract price shall be deducted.
2. For available chlorine between 13 and 14 trade percent, a penalty of 15% of the contract price shall be deducted.
3. For available chlorine between 12 and 13 trade percent, a penalty of 20% of the contract price shall be deducted.

In any event, if the available chlorine is below 12 trade percent, this will be reason for rejection of the shipment. Return of the rejected shipment shall be performed by the vendor at his own expense. Should a shipment be rejected, the vendor is responsible for delivery of a new shipment within 24 hours.

The total free alkali in Sodium Hypochlorite (as NaOH) shall not exceed 1.5 percent by weight.

Impurities:

In an effort to minimize impurities, the Sodium Hypochlorite delivered by the vendor shall be freshly made for each delivery; that is, a shipment shall not be more than one day old.

Shipping:

Sodium Hypochlorite solution shall be shipped in suitably lined, thoroughly cleaned tank trucks

LSH Bid

of 3000 - 5000 gallon capacity. The trucks shall be self-sufficient with regard to unloading the hypochlorite into the City's storage tanks. The City will not provide any air, electricity, hose or other hook-ups.

All shipments to be delivered by company owned trucks. If product will be delivered by a common carrier, approval must be obtained prior to delivery. Evidence of tanker washout and NSF shipment shall be provided with each delivery

All shipments are subject to scheduling by the Cities.

The following information must be faxed or sent via email prior to each delivery:

- Delivery address
- Date of Delivery
- Carrier Name
- Driver's Name
- Tractor Number
- Trailer Number
- Shipper's Number
- Tank Seal Numbers
- Estimated Time of Delivery
- Copy of the Driver's license to operate a motor vehicle

Testing Procedures

All analysis shall be performed in accordance with the most current and applicable AWWA-18 standards for sodium hypochlorite. Minimal analysis to be reported for each load is:

1. Available Chlorine, in mg/L or trade percent.
2. Free alkali as NaOH.
3. Insoluble matter or impurities.
4. Metals-Quarterly on a batch.
 - a. Metal to include: arsenic, cadmium, chromium, mercury, copper, nickel, lead, antimony, and selenium as mg/kg of available chlorine.
5. A certificate of analysis for the delivery is to be submitted with the bill of lading to the customer.
6. Product shall have no evidence of impurities, cloudiness or sediment.

ADDENDUM

General Conditions, Instructions to Bidders and Information for Bidders

1. Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **APPLICABLE LAWS:** The Revised Code of the State of Michigan, the Charter of the City of delivery, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **WORKER'S COMPENSATION:** Insofar as Worker's Compensation is concerned, the bidder or contractor agrees to furnish, upon request, certified copies of policies and adequate certificates pertaining thereto as evidence that he carries Workmen's Compensation Insurance.
4. **INFRINGEMENTS AND INDEMNIFICATIONS:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article or device that may enter in the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required, the types and amounts of insurance to be provided will be set forth in the Bid Document.

5. **DEFAULT PROVISIONS:** In case of default by the bidder or contractor, the City of delivery, may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.

In case of an error by the bidder in making up a proposal, the City Manager may reject such a proposal upon presentation of a petition accompanied by a sworn affidavit or error which sets forth the error, the cause thereof and sufficient evidence to substantiate the claim.

6. **PRICING:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

LSH Bid

7. QUANTITIES: When approximate quantities are stated, the City reserves the right to increase or decrease the quantity as best fits its needs.
8. DELIVERY: Bids should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
9. SPECIFICATIONS: Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

10. SAMPLES: Samples, when requested, shall be filed prior to the opening of bids and must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
11. CASH DISCOUNTS: Time in connection with any cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received. If the latter date is later than the date of delivery and acceptance.

If no cash discount is indicated in the space provided in the Bid Document, the terms will be considered as Net - 30 days.

12. TAXES: The City is generally exempt from Federal and State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind, if applicable. Exemption forms will be furnished wherever necessary. Taxes, wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
13. BID INFORMALITIES AND REJECTION: The City reserves the right to waive informalities not consistent with law or to reject any or all bids as it deems for its best interests.
14. AWARD: Unless otherwise specified in the Bid Document the City reserves the right to

LSH Bid

accept any item in the bid. Unless otherwise stated in the Bid Document, bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

As soon as the Award is made, an order or contract documents will be sent to the successful bidder for execution and bond if necessary. If the contracts are not executed and returned to the Purchasing Agent within 10 days of the date of sending, the Bid Surety, if required, will be declared forfeited as liquidated damages.

15. PAYMENTS: Partial payments may be made upon presentation of properly executed claim voucher, unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment have been fully delivered and accepted or the work completed to the full satisfaction of the City.
16. BIDDER'S SIGNATURE: Each proposal and bid surety form must be signed by the bidder with his usual signature. All signatures should be in full.

Bids by partnership must be signed by one or more of the partners in the following manner: "John Jones and James Smith, D.B.A., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

17. SUBMISSION AND RECEIPT OF BIDS:
 - a.) Inquiries involving an expenditure exceeding the limits established in the City Charter usually require advertising over a period of at least 5 days prior to scheduled bid opening. Proposals of this nature are publicly read at noted time on the date bids are scheduled to be received.
 - b.) Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
 - c.) BIDDER MUST USE THE BID DOCUMENT PROPOSAL FORMS FURNISHED AS NONE OTHER MAY BE ACCEPTED.
PROPOSAL FORMS MUST BE RETURNED INTACT.
REMOVAL OF ANY PART THEREOF MAY INVALIDATE THE BID.
Specifications and plans referred to in this bid document by reference only, need not be returned with the bid, however, no excision of material physically incorporated in the bid document will be permitted.
 - d.) Bids are to be submitted in sealed envelopes and identified as requested in the specifications.
 - e.) Separate proposals must be submitted on each reference number and proposals shall

LSH Bid

be typewritten or written in ink.

f.) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

g.) Proposals should be mailed or delivered to the address in the Bid Document.

18. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS: No oral interpretation will be made to any bidder as to the meaning of the Bid and/or Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file in the Purchasing Department. In addition, copies will be mailed to each person holding Bid and/or Contract Documents and all bidders shall be bound by such interpretations whether or not received by the bidders.
19. CHANGES AND ADDENDA TO BID DOCUMENTS: Each change or addenda issued in relation to this bid document will be on file in the Purchasing Department. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of the bid documents.

It shall be the bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda. Information on all changes or addenda issued will be available at the Purchasing Department.

LSH Bid

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

Contractor hereby agrees to abide by the following requirements for affirmative action with respect to the work to be performed under this Contract.

1. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin or sex and will take affirmative action to prevent such discrimination. Such action shall include but not be limited to the following: employment, up-grading, demotion, transfer, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

2. In soliciting or advertising for employees placed by or on behalf of Contractor, Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin or sex. For this purpose it shall suffice to place the words "An Equal Opportunity Employer" in a predominant place at the office of said Contractor.

3. Contractor shall send notice of the City's policy regarding affirmative action to each labor union or representative of workers with which Contractor has any agreement, contract or other understanding.

4. Contractor shall furnish information and reports as requested by the City in accordance with this policy. Contractor shall provide access to employment books, records and accounts to any duly authorized representative of the City in order to allow such representative to ascertain whether or not this policy is being complied with by the Contractor.

5. Contractor shall post this policy on conspicuous places so as to be available to all employees and applicants for employment.

6. In the event the City determines that the Contractor has failed to abide by the terms stated in this section of the Contract, Contractor shall pay to City the amount of \$ ZERO per day as liquidated damages. The City may also, at its option, withhold payments until full compliance with the requirements of this section are complied with by the Contractor or may choose to terminate said Contract. The City may further choose to bar said Contractor from further contracts until such time as compliance with the requirements contained herein is achieved.

CONTRACTOR

By: 
Gerald B Curran/VP, CFO

Type text here



Alexander
Chemical
A Carus Company

Alexander Chemical Corporation, A Carus Company, is a 100% women owned business and will offer free safety training for Certified Education Credits.

Gerald B Curran/VP, CFO

SUPPLIER CLEARINGHOUSE CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: November 7, 2020

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Carus Group Inc
Women Business Enterprise (WBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998 in Los Angeles.

VON: 14080027

DETERMINATION DATE: November 7, 2017

Site Evaluation Form



Check all that apply: ☐ New Customer ☐ New Ship To ☐ New Product Date:

GENERAL INFORMATION SECTION

THIS SECTION MUST BE COMPLETED FOR BULK AND NON-BULK DELIVERIES

CUSTOMER NAME:			SALES CONTACT		
NAME OF CUSTOMER REPRESENTATIVE ASSISTING WITH THIS REVIEW:					
SHIP TO ADDRESS:					
CITY		STATE:		ZIP:	
PLANT CONTACT FOR UNLOADING:			PHONE:		
DELIVERY HOURS:					
SITE SAFETY/ENVIRONMENTAL CONTACT AND PHONE NUMBER:					
PRODUCT(S) TO BE PURCHASED:					
IS MANDATORY CUSTOMER TRAINING REQUIRED FOR ALL DRIVERS? YES: ☐ NO: ☐					
WILL THE DRIVER BE MAKING THE DELIVERY UNATTENDED? YES: ☐ NO: ☐					
MANDATORY SITE PPE REQUIREMENTS:					
IS A SAMPLE REQUIRED WITH THE DELIVERY? YES: ☐ NO: ☐					
IS A CERTIFICATE OF ANALYSIS REQUIRED WITH THE DELIVERY? YES: ☐ NO: ☐					
IS THERE ANY LIMITATION ON THE SIZE OF THE TRUCK/TRACTOR?					
ARE SECURITY SEALS REQUIRED? YES: ☐ NO: ☐					
ARE PHOTOS OF DELIVERY SITE AVAILABLE? YES: ☐ NO: ☐					
IS THERE A SITE SECURITY PLAN AVAILABLE? YES: ☐ NO: ☐ SITE EMERGENCY RESPONSE PLAN? YES: ☐ NO: ☐					
PROVIDE DIRECTIONS TO SITE (TRUCK ROUTE):					

BULK UNLOADING SECTION

THIS SECTION MUST BE COMPLETED FOR BULK AND MINIBULK LIQUID DELIVERIES

TANK CAPACITY (GAL):		HOSE LENGTH REQUIRED FOR UNLOADING (FEET):			
TANK UNLOAD FITTINGS: Type:		Size:		Materials of Construction:	
TANK FITTING HEIGHT FROM GROUND LEVEL					
IS TANK LABELED WITH PRODUCT NAME? YES: ☐ NO: ☐					
HOW IS THE PRODUCT LEVEL IN THE TANK DETERMINED?					
IS SECONDARY CONTAINMENT AVAILABLE FOR THE STORAGE TANK? YES: ☐ NO: ☐					
IS THERE CONTAINMENT ALSO AVAILABLE FOR THE UNLOADING VEHICLE? YES: ☐ NO: ☐					
WHAT IS THE DISTANCE TO SAFETY SHOWER/EYEWASH?					
INDOORS ☐ OUTDOORS ☐ TEMPERATURE CONTROLLED? YES ☐ NO ☐					
EYEWASH & SAFETY SHOWER IN GOOD WORKING ORDER AND INSPECTED? YES: ☐ NO: ☐					

WHAT IS THE DISTANCE TO NEAREST SEWER?		IS THE SEWER PLUGGED? ☐	OPEN? ☐
CLEAR IDENTIFICATION EXISTS FOR Tank? YES: ☐ NO: ☐ UNLOADING LINES? YES: ☐ NO: ☐ HOOK Up? YES: ☐ NO: ☐			
TYPE OF HOSE CONNECTION REQUIRED:			
SIZE OF FITTINGS OR CONNECTIONS:		IF OTHER DESCRIBE:	
AIR UNLOADING OR PUMP OFF: YES: ☐ NO: ☐			
IF AIR UNLOAD, IS AIR AVAILABLE AT THE LOCATION? YES: ☐ NO: ☐			
SPECIAL UNLOADING REQUIREMENTS OR COMMENTS:			
IS THERE OBSTRUCTED ACCESS TO THE TANK? YES: ☐ NO: ☐			
IS THE UNLOADING SITE UNEVEN? YES: ☐ NO: ☐			
IS THE TANK GAUGING SYSTEM OR LEVEL READOUT OBSTRUCTED/NOT VISIBLE DURING UNLOADING? YES: ☐ NO: ☐			
ARE SITE PERSONEL AVAILABLE TO ASSIST UNLOADING? YES: ☐ NO: ☐			
CUSTOMER IS AWARE THAT THEY MUST APPROVE HOOKUP PRIOR TO UNLOADING? YES: ☐ NO: ☐			
IS THERE A STORAGE TANK OVERFLOW PIPING SYSTEM? YES: ☐ NO: ☐			
IS THE STORAGE TANK VENTED? YES: ☐ NO: ☐			
IS THERE ADEQUATE LIGHTING? YES: ☐ NO: ☐			
HAVE PLANT PERSONNEL RECEIVED PRODUCT HANDLING TRAINING? YES: ☐ NO: ☐			
ARE THE MATERIALS OF CONSTRUCTION COMPATIBLE WITH THE PRODUCT? YES: ☐ NO: ☐			
IS SPILL RESPONSE (NEUTRALIZATION) MATERIAL READILY AVAILABLE? YES: ☐ NO: ☐			
ADDITIONAL COMMENTS ON GENERAL TANK AND FEED SYSTEM APPEARANCE/SAFETY CONCERNS?			

NON-BULK DELIVERIES	
THIS SECTION MUST BE COMPLETED FOR ALL NON-BULK DELIVERIES (DRUMS, TOTES, CYLINDERS, CONTAINERS)	
IS A LOADING DOCK PRESENT?	YES: ☐ NO: ☐
ARE FORK LIFTS AVAILABLE TO UNLOAD PRODUCT(S) OFF OF THE TRUCK?	YES: ☐ NO: ☐
IS AN OVERHEAD CRANE PRESENT?	YES: ☐ NO: ☐
IS A BOOM TRUCK REQUIRED?	YES: ☐ NO: ☐
ARE THERE ANY OVERHEAD OBSTRUCTIONS FOR BOOM OPERATION?	YES: ☐ NO: ☐
IF YES PLEASE IDENTIFY:	PHOTOS OF OBSTRUCTIONS YES: ☐ NO: ☐
IS A LIFTGATE REQUIRED FOR DELIVERY?	YES: ☐ NO: ☐
IS INDOOR DELIVERY REQUIRED?	YES: ☐ NO: ☐
IS PALLET JACK OR DRUM DOLLY REQUIRED FOR DELIVERY?	YES: ☐ NO: ☐
DISTANCE TO TAKE PRODUCT FROM TRUCK TO DELIVERY POINT WITH PALLET JACK OR DRUM DOLLY:	
WHAT TYPE OF MATERIAL IS THE WALKING/WORKING SURFACE?	
DOES THE DELIVERY REQUIRE PUSHING/PULLING ON A GRADE/HILL?	YES: ☐ NO: ☐
ARE DELIVERED PRODUCTS BEING PLACED INTO A SECURE LOCATION? YES: ☐ NO: ☐	

For Official Use Only: The following information shall be documented by the Alexander Chemical, Sierra Chemical, or Carus Chemical sales person or their representative during an on-site visit with the customer.	
The shipping address is a valid business address? YES: ☐ NO: ☐	
The facility has a site security plan? YES: ☐ NO: ☐	
The customer has on-site storage for the product and/or the process in place to use the product? YES: ☐ NO: ☐	
Describe the end use of the product. Click here to enter text.	
CUSTOMER APPROVAL:	
REVIEWED and APPROVED: _____	Account Manager and Transportation Manager
DATE: _____	

Customer Approval Checklist Instructions

All items require some response, either a drop down, check yes or no, or free text for author's comments. Yes and No answers require a check mark only as response.

Name: Complete Name of Customer Sales Contact: Contact at customer who sales is in contact with
Customer Rep: Name of Carus employee completing this form
Ship to address, Street, City, State Zip: Self explanatory
Plant contact for unloading: Name of individual who supervises the unloading of product Phone: Self explanatory
Delivery Hours: Self explanatory
Site Safety Contact and number: Who at the site do we need to contact regarding site safety issues
Products: List products that we will be delivering to this customer
Mandatory site PPE requirements: List all PPE as required by delivery site. If site includes PPE greater than what we require the site requirements will prevail.
Are there truck limitations: Height issues, length, type, tight turns, steep grades, non-paved roads, etc. needs to be explained here
Direction: We need detailed directions for TRUCK ROUTE to the customer location. Take care to notice low bridges, powerlines, weight limits etc.

Bulk Delivery

Tank Capacity: Enter capacity; capacity is amount of product BEFORE exceeding tank overflow devices.
Hose length: Drop down selection hoses are in 20' sections
Fittings (WHAT IS ON THE TANK) Type: Drop down on type of connection Size: Drop Down, Diameter of connection Construction: Drop down for type of construction
Tank fitting height: Measure roughly how far the connection is above the ground. Ideal is 18" to 48"
Product level: Drop down on type of tank measurement system
Safety Shower distance: Pace it off average step is 2 ½ feet.
Distance to sewer: Pace it off too
Type of connections required: Select the type of fitting required to connect to the tank
Size of connection: Select size of fitting required to connect to the tank If other: Please describe or include photo of hookup if not a standard connection
Special unloading requirements: IF there are special circumstances to make this delivery successful we need to have these listed.
Pay attention to access points, and visibility for the driver from his vantage point when completing the check boxes

Non Bulk Delivery

Boom obstructions: Pay special attention to boom swing, overhead clearance, power lines etc. The boom requires 40' of clearance in all directions from the point where it is parked to operate safely.
Distance for delivery: Pace this off, to the point of driver delivery. Inside delivery, extra distance, special handling or services may result in additional freight charges. These need to be identified before we commit to the customer.

Photos of customer site should include : (Minimum)

Bulk

Photo from the main roadway
Photo from where the truck/trailer will be parked to unload
Photo of tank (overview)
Photo of tank (connection site)
Photo of emergency shower in respect to unloading location

Non-Bulk

Photo from the main roadway
Photo from where the truck/trailer will be parked to unload
Photo of final delivery point in relation to where truck is parked
Photo of unload area (obstructions) if Boom delivery is required



SAFETY DATA SHEET

1. Identification

Product identifier Sodium hypochlorite solution - sodium hypochlorite
Other means of identification Not available.
Recommended use Primarily used as a water treatment chemical as a disinfectant. Also used as a bleaching agent.
Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Company name Carus Corporation
Address 315 5th Street
Peru, Illinois 61354, USA
Telephone (815) 223-1500
Toll Free (800) 435-6856
Fax (815) 224-6816
E-mail salesmkt@caruscorporation.com
Website www.caruscorporation.com
Company name Alexander Chemical Corporation, a Carus Group Inc. Company
Address 7593 S. First Road,
Kingsbury Industrial Park, Kingsbury, Indiana 46345, USA
Website www.alexanderchemical.com

Contact person Dr. Chithambarathanu Pillai
Telephone (800) 348-8827 - All other non-emergency inquiries about the product should be directed to the company
For Hazardous Materials [or Dangerous Goods] Incidents ONLY
Emergency telephone number (spill, leak, fire, exposure or accident), call CHEMTREC at
CHEMTREC®, USA: 001 (800) 424-9300
CHEMTREC®, Mexico (Toll-Free - must be dialed from within country):
001-800-13-203-9987
CHEMTREC®, Other countries: 001 (703) 527-388

2. Hazard(s) identification

Physical hazards Corrosive to metals Category 1
Health Hazards Skin corrosion/irritation Category 1
Serious eye damage/eye irritation Category 1
Environmental hazards Hazardous to the aquatic environment, acute hazard Category 2
OSHA defined hazards Not classified.
Label elements



Signal word Danger
Hazard statement May be corrosive to metals. Causes severe skin burns and eye damage. Toxic to aquatic life.

Precautionary statement

Prevention

Keep only in original container. Do not breathe mist or vapor. Wash thoroughly after handling. Avoid release to the environment. Wear protective gloves/protective clothing/eye protection/face protection.

Response	If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse. Absorb spillage to prevent material damage.
Storage	Store locked up. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	None known.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Sodium chloride	7647-14-5	5-20
Sodium hypochlorite	7681-52-9	5-20
Sodium hydroxide	1310-73-2	1-5

Composition comments	All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.
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4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim under observation. Symptoms may be delayed.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
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Methods and materials for containment and cleaning up

This product is miscible in water.

Large Spills: Stop the flow of material, if this is without risk. Use water spray to reduce vapors or divert vapor cloud drift. Dike the spilled material, where this is possible. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Prevent entry into waterways, sewer, basements or confined areas. Following product recovery, flush area with water.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS.

Environmental precautions

Avoid release to the environment. Inform appropriate managerial or supervisory personnel of all environmental releases. Prevent further leakage or spillage if safe to do so. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage**Precautions for safe handling**

Do not breathe mist or vapor. Do not get in eyes, on skin, or on clothing. Provide adequate ventilation. Wear appropriate personal protective equipment. Avoid release to the environment. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store locked up. Store in corrosive resistant container with a resistant inner liner. Keep only in the original container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection**Occupational exposure limits****US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
Sodium hypochlorite (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Wear safety glasses with side shields (or goggles) and a face shield.

Skin protection**Hand protection**

Wear appropriate chemical resistant gloves. Be aware that the liquid may penetrate the gloves. Frequent change is advisable. Nitrile or neoprene gloves are recommended.

Other

Wear appropriate chemical resistant clothing.

Respiratory protection

In case of insufficient ventilation, wear suitable respiratory equipment.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state	Liquid.
Form	Greenish yellow liquid.
Color	Light greenish yellow.
Odor	Chlorine.
Odor threshold	Not available.
pH	11.5 ±0.3
Melting point/freezing point	-150 °F (-101.11 °C)
Initial boiling point and boiling range	> 212 °F (> 100 °C)
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.

Upper/lower flammability or explosive limits

Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.

Vapor pressure	Not available.
Vapor density	Not available.
Relative density	1.09 -1.21
Solubility(ies)	
Solubility (water)	Completely soluble in water.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.

10. Stability and reactivity

Reactivity	May be corrosive to metals.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Acids. Metals. Strong oxidizing agents.
Hazardous decomposition products	No hazardous decomposition products are known. Contact with acids liberates toxic gas.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system. Prolonged inhalation may be harmful.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns.
Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.

Information on toxicological effects

Acute toxicity

Components	Species	Test Results
Sodium chloride (CAS 7647-14-5)		
Acute		
Dermal		
LD50	Rabbit	> 10000 mg/kg
Inhalation		
LC50	Rat	> 42 mg/l, 1 Hours
Oral		
LD50	Rat	3550 mg/kg
Sodium hydroxide (CAS 1310-73-2)		
Acute		
Dermal		
LC50	Rabbit	1350 mg/kg, (Calculated)
Oral		
LDLo	Rabbit	500 mg/kg, (Calculated)
Sodium hypochlorite (CAS 7681-52-9)		
Acute		
Dermal		
LD50	Rabbit	> 20000 mg/kg
Inhalation		
LC50	Rat	> 10.5 mg/l, 1 Hours
Oral		
LD50	Rat	8.91 g/kg
Skin corrosion/irritation	Causes severe skin burns and eye damage.	
Serious eye damage/eye irritation	Causes serious eye damage.	
Respiratory or skin sensitization		
Respiratory sensitization	Not classified.	
Skin sensitization	This product is not expected to cause skin sensitization.	
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.	
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.	
IARC Monographs. Overall Evaluation of Carcinogenicity		
Sodium hypochlorite (CAS 7681-52-9)		3 Not classifiable as to carcinogenicity to humans.
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)		
Not listed.		
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.	
Specific target organ toxicity - single exposure	Not classified.	
Specific target organ toxicity - repeated exposure	Not classified.	
Aspiration hazard	Not classified.	
Chronic effects	Prolonged inhalation may be harmful.	

12. Ecological information**Ecotoxicity**

Components	Species	Test Results
Sodium chloride (CAS 7647-14-5)		
Aquatic		
Crustacea	LC50 Daphnia magna	874 mg/l, 48 hours

Components		Species	Test Results
Fish	LC50	Rainbow trout, donaldson trout (Oncorhynchus mykiss)	4747 - 7824 mg/l, 96 hours
Sodium hydroxide (CAS 1310-73-2)			
Aquatic			
Crustacea	EC50	Water flea (Ceriodaphnia dubia)	34.59 - 47.13 mg/l, 48 hours
Fish	LC50	Western mosquitofish (Gambusia affinis)	125 mg/l, 96 hours
Persistence and degradability	No data is available on the degradability of this product.		
Bioaccumulative potential	No data available.		
Mobility in soil	No data available.		
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.		

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	D002: Waste Corrosive material [pH <=2 or >=12.5, or corrosive to steel] The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations.
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	Hypochlorite solutions
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	II
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	A7, B2, B15, IB2, IP5, N34, T7, TP2, TP24
Packaging exceptions	154
Packaging non bulk	202
Packaging bulk	242

IATA

UN number	UN1791
UN proper shipping name	Hypochlorite solution
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	II
Environmental hazards	Yes
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN1791
-----------	--------

Sodium hypochlorite solution - sodium hypochlorite 12.5%

921760 Version #: 01 Revision date: - Issue date: 03-November-2014

SDS US

6 / 8

UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	II
Environmental hazards	
Marine pollutant	Yes
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	This product is a liquid and when transported in bulk is covered under MARPOL 73/78 Annex II. This product is listed in the IBC Code. Ship type: 2 Pollution category: Y

15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2)	LISTED
Sodium hypochlorite (CAS 7681-52-9)	LISTED

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - Yes
Delayed Hazard - Yes
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

DANGER

Keep out of reach of children. Hazardous to Humans and domestic animals.
Corrosive, causes severe skin and eye irritation or chemical burns to broken skin.
Causes eye damage.
This pesticide is toxic to fish and aquatic organisms.
Strong oxidizing agent.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
Sodium hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
Sodium hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
Sodium hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
Sodium hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 03-November-2014

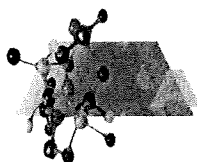
Revision date -

Version # 01

NFPA ratings

**Disclaimer**

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change and, therefore, holders and users should satisfy themselves that they are aware of all current data and regulations relevant to their particular use of product. CARUS CORPORATION DISCLAIMS ALL LIABILITY FOR RELIANCE ON THE COMPLETENESS OR ACCURACY OR THE INFORMATION INCLUDED HEREIN. CARUS CORPORATION MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PRODUCT DESCRIBED HEREIN. All conditions relating to storage, handling, and use of the product are beyond the control of Carus Corporation, and shall be the sole responsibility of the holder or user of the product.



Alexander
Chemical
Corporation

PRODUCT SPECIFICATION SHEET

Sodium Hypochlorite Solution

Effective 03/25/2014

Chemical Properties:

Chemical formula: NaOCl

Molecular weight: 74.44 g

Appearance: Bright yellow to yellow-green liquid

Odor: Chlorine odor

pH: 12.5 - 13.5

Solution Strength	Available Chlorine by % Volume	Available Chlorine by % Weight	Specific Gravity @ 60°F (g/mL)
	15.0 – 16.0	12.45 - 13.15	1.206 – 1.218
Excess Alkalinity (Typical) *	NaOH%	NaOH g/L	
	0.3 - 0.5	3.0 –5.0	

* Excess Alkalinity on finished product is customized to specific customer requirements.

Physical Properties:

Boiling Point, °F: > 212 @ 12.50% (wt.) Available Chlorine

Freezing Point, °F: - 11 @ 12.50% (wt.) Available Chlorine

Solubility in Water: Complete

NSF International maximum use for 12.50 % (wt.) Available Chlorine: 84 mg/L.

Manufactured by:

Alexander Chemical Corporation
Kingsbury Industrial Park
Kingsbury, Indiana 46345
800/348-8827

Packaged by:

Alexander Chemical Corporation
6300 Trillium Trail
Mason, Michigan 48854
517/676-8884



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, March 21, 2019** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=ALEXANDER&TradeName=SODIUM+HYPOCHLORITE&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Alexander Chemical Corporation

7593 South First Road
Kingsbury Industrial Park
Kingsbury, IN 46345
United States
800-445-9458
630-955-6050

Facility : Kingsbury, IN

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
12.5% Sodium Hypochlorite	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84 mg/L
Sodium Hypochlorite 15%	Disinfection & Oxidation	67mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 1

Number of matching Products is 3

Processing time was 0 seconds

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR
UNIFORMS AND SERVICE AWARDS

WHEREAS:

1. As detailed in the attached Staff Report, Action Industrial Supply and Cintas Corporation has offered to extend their current bid pricing for uniforms and service awards through June 3, 2021.
2. Uniforms and service awards are purchased as required throughout the year and funds are budgeted in the various departmental accounts with the appropriate account being charged at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize extending the bid for uniforms and service awards through June 3, 2021.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Emails

Resolution No. _____

STAFF REPORT

Date: March 24, 2020

Subject: Uniforms & Service Award Items – Bid Extension

From: Laura Jackson, Purchasing Department

Meeting Date: April 6, 2020

RECOMMENDATION:

It is recommended the City Council accept Action Industrial Supply and Cintas Corporation offers to extend their current bid for uniforms and service award items through June 3, 2021.

COMMUNITY, SAFETY, STEWARDSHIP:

Providing employees in the Wyoming City Employees Union with work uniforms is required in accordance with the contract provisions of the collective bargaining agreement, additionally there are other employees that are provided uniforms due to the nature of their positions. The uniforms create a sense of community among employees, and provide safety for employees as well as the community. Many of our employees work in safety sensitive positions and the uniforms specified are protective in areas of thickness, material, and color. Wyoming employees work in public spaces and in homes and need to be identifiable. Employees use their ID card as necessary and the embroidered work uniform provides a second method of identification. The recommendation to award to both bidders embodies stewardship by providing departments with the option to purchase from the most economical and timely source for their specific department uniform needs and requirements.

DISCUSSION:

On May 21, 2019, the City received two bids for uniforms and service award items. Sixty-five invitations to bid were sent to prospective bidders.

The bid specifications included a request for pricing for commonly purchased uniform and service award items as well as a percentage discount for items that were not listed in the bid but are available in the catalogs. Action Industrial Supply Company was the low bidder for the majority of the base pricing for the items. However, when considering embroidery charges, Cintas Corporation is the low bidder on approximately one-third of the items.

Cintas Corporation also offered 15% discount pricing for other Cintas apparel, bags and caps and from items in the Cintas Source Book and Red Kap Industries catalog. Action Industrial Supply Company did not offer any additional discount pricing.

Factoring cost per item, embroidery charges and discount offered from Cintas Corporation, it is recommended the City award the bid to both Action Industrial Supply Company and Cintas Corporation.

Uniforms and service awards are purchased as required throughout the year and funds are budgeted in the various departmental accounts. The estimated expenditure for uniforms and service award items is approximately \$32,000.00.

Galligan, Rhonda

From: Rob McNiff <rmcniff@actionis.com>
Sent: Tuesday, March 24, 2020 1:22 PM
To: Jackson, Laura
Subject: Re: City of Wyoming - Work Uniform Bid

Hi Laura, no problem. We will hold your current current prices through June 3, 2021. Stay safe out there and let me know if you need anything else at this time.

Sent from my iPhone

On Mar 24, 2020, at 1:17 PM, Jackson, Laura <JacksonL@wyomingmi.gov> wrote:

The work uniform bid will expire soon. Due to the Governors stay at home order, I am working from home. We would like to ask if Action Industrial would be willing to extend your current bid pricing through June 3, 2021? This would allow us to forgo the bidding process. We will still need a email from you stating that you would be willing to extend the bid prices through June 3, 2021. After I receive the email, I will submit this request to our City Council for approval. If you have any questions, please reach me by email. Thank you.

Laura Jackson

Laura Jackson
City of Wyoming - Administrative Offices
Phone: 616-530-7229



March 19, 2020

Laura Jackson
City of Wyoming
1155 28th St SW
Wyoming, MI 49509

To Whom It May Concern,

Cintas Corporation will be granting the same current discounts for the City of Wyoming up to June 3rd, 2021.
Thank you for the opportunity!

Sincerely,

Crystal Michell
Catalog Manager
Cintas
616-791-6300
michellc@cintas.com

RESOLUTION NO. _____

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

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the listed item as recommended in the attached Staff Report and summarized below.

Item	Recommended Bidder	Cost
WSC Carpet Replacement	Vander Kodde Construction	\$16,856.00

2. The City Council does hereby authorize the Mayor and City Clerk to authorize the contract.
3. The City Council does hereby approve the attached budget amendment which is required for the WSC carpet replacement project.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Contract

Tab Sheet

Letter

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: April 6, 2020

Budget Amendment No. 040

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$16,856.00 of additional budgetary authority to provide funding for carpet replacement at the Wyoming Senior Center and recognize the associated donation from the Wyoming Senior Fellowship Club as per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
Parks and Recreation Fund				
Donations				
208-587.000	1,000.00	16,856.00		17,856.00
Parks and Recreation - Senior Center - Capital Outlay Senior Center Improvements				
208-752-75800-975.225	15,280.00	16,856.00		32,136.00
Fund Balance/Working Capital (Fund 208)	\$ -	\$ -		

Recommended: _____
Finance Director City Manager

Motion by Councilmember _____, seconded by Councilmember _____
that the General Appropriations Act for Fiscal Year 2019-2020 be amended by adoption of the
foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: March 31, 2020

Subject: Wyoming Senior Center-Carpet Replacement

From: Chad Boprie, Recreation Programmer II

Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: April 6, 2020

RECOMMENDATION:

- A. That the City Council approve the purchase and installation of new carpet flooring for the Wyoming Senior Center (WSC) in the amount of \$16,856.00 per the second to lowest bid from Vander Kodde Construction.
- B. Authorize the attached budget amendment to recognize the donation by the Wyoming Senior Fellowship Club, Inc. to pay for the project.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. Well-maintained recreation facilities, such as found at the WSC, provides a safe, structured, and nurturing environment for older adult participants. The improvement of the WSC increases our ability to equitably provide for recreation and leisure services to a significant portion of our population aged 50 years and older.

DISCUSSION:

Requests for bids for Wyoming Senior Center Carpet Replacement were directly solicited to 39 companies. Two bids were received; one from Vander Kodde Construction for \$16,856 and the other from Sobie Company Inc for \$16,775 (a difference between the bids of just \$81). It is recommended the bid be awarded to Vander Kodde Construction, the second to lowest bidder, in the amount of \$16,856.00, based upon the following justification:

- Vander Kodde Construction's bid includes a 2-year warranty on labor whereas the bid from Sobie Company Inc only includes a 1-year warranty for labor.

- Vander Kodde Construction has previously performed flooring renovation projects at the WSC and is familiar with the building and unique perspectives of working within such an environment containing older adults while programming is underway.
- The contractor has the appropriate equipment and trained staff that can remove the existing flooring and dispose of it properly as well as install the new flooring in designated rooms, entryways, and corridors.
- The differential between the low bid and second lowest bid is only \$81.

BUDGET IMPACT:

Funds are being donated by the Wyoming Senior Fellowship Club (see attached letter), the center's 501(c)3 non-profit organization, whose charter is to support the center, its members, and affiliated programs. To recognize their donation of \$16,856, a budget amendment is necessary to increase the following accounts:

Community Services – Parks and Recreation dedicated budget	Account number	Account Description	Amount
REVENUE	208-587.000	Donations	\$16,856
EXPENSE	208-752-75800-975.225	Capital Outlay Senior Center Imp.	\$16,856

CITY OF WYOMING, MICHIGAN
(CONTRACT OVER \$8,500)

“City” means:

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

"Effective Date" means: _____, 20__.

[Professional's city, state & zip]

"Services" means: Wyoming Senior Center Carpet Replacement

[Identify those the City Attorney have agreed may be waived or write "None."]

Date signed: _____, 20__

Bid Tabulation

City of Wyoming
Wyoming Senior Center Carpet Replacement

March 23rd 2020

Bidder	Total Bid Price	Notes
Vander Kodde Construction 441 44th Street, SW Grand Rapids, M I 49548	\$ 16,856.00	Includes 2 year wraanty on labor.
Sobie Company Inc 3276 Hannah LakeIndustrail Dr Caledonia, MI 49316	\$ 16,775.00	Includes 1 year warranty on labor.

3/16/2020

Rebecca Rynbrandt, Director of Community Services
City of Wyoming
1155 – 28th St SW
Wyoming, MI 49509

Dear Rebecca:

I am pleased to inform you that the Wyoming Senior Fellowship Club Activities Committee, Finance Committee, and general membership have voted in the affirmative to approve the financial support of up to \$30,000.00 for new carpet in the lobby and game room at the Wyoming Senior Center, 2380 DeHoop SW.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Joel L. Anderson". The signature is written in dark ink and is positioned above the printed name and title.

Joel Anderson, President
Wyoming Senior Fellowship Club

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE EMERGENCY PURCHASE
OF AN AERATION MIXER AND TO AUTHORIZE THE MAYOR
AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council concur with the emergency purchase of an aeration mixer from SPX Flow in the total estimated amount of \$13,296.01.
2. Funds for the purchase are available in the sewer fund repairs and maintenance account number 590-590-54300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the emergency purchase of an aeration mixer and authorizes payment to SPX Flow.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote

Contract

Resolution No. _____

STAFF REPORT

Date: April 2, 2020

Subject: Proposal to Repair One Mixer

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: April 6, 2020

RECOMMENDATION:

It is recommended that the City Council concur with the emergency purchase of a SPX Flow for the replacement of a CWP aeration mixer through the gearbox exchange program in the amount of \$13,296.01.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

The Clean Water Plant aeration basins utilize mixers as a part of the wastewater treatment process to create and maintain a suspension of particles for efficient and effective treatment. Each aeration basin has five mixers in the anaerobic zone of the process to maintain this critical function. One such mixer is currently in need of repair, so we contacted two companies with gearbox repair capabilities.

SPX Flow, the mixer gearbox manufacturer, submitted a quote for level 1 repair for \$6,231.00, an exchange replacement program option for 13,269.01, and a new replacement program option for \$19,642.00. Tru-Tech Industries Co. submitted a quote for \$8,000.00 to make gearbox repairs equivalent to that of the SPX Flow level 1 repair. Tru-Tech did not offer additional replacement options but would re-quote any additional parts and repair costs upon gearbox inspection during teardown.

Considering SPX Flow is the original equipment manufacturer and was the low quote for repair, the decision was made to ship the gearbox to SPX for repair. Upon receipt and teardown of the gearbox, SPX Flow discovered extensive damage requiring the replacement of the high-speed shaft, quill shaft, bearings, and several gears. Replacement of these components fell outside of the level 1 repair option offered by SPX Flow. After a review of the alternative options, it makes the most economic sense to proceed with the gearbox exchange program. Given that we would ask the other bidder to provide these same additional repairs, we feel SPX Flow's quote would still prove to be the lowest.

Therefore, it is recommended the City Council accept SPX Flow's quote in the amount of \$13,296.01 and concur with the emergency purchase of the gearbox exchange program.

BUDGET IMPACT:

Adequate funds are available in the Sewer Fund Repairs and Maintenance Account #590-590-54300-930000.



Mattoon & Lee Equipment, Inc
23943 Industrial Park Drive
Farmington, Michigan 48335 United States
Phone: 1-248-478-4070 Fax: 1-248-478-4074

Quote Form

Attention: Dave Bartz

Date: 1/8/2020

City of Wyoming
Waste Water Treatment Plant
Wyoming, MI

Project Name: Wyoming Clean Water Plant

Quote Number: 163676284

Parts for Model Number(s): 73Q3
Reference Serial Number(s): 2006/R0621120801-09
Reference Order Number(s): 854576

Item No	Product	Description	Quantity	Price Each
	7080 Series Gearbox	Gearbox Program: Exchange Program	1	\$13,296.00
Details:	73Q3 @ 28 RPM, 31.4 Ratio 900 RPM Nominal Input Speed CW Rotation Tagging ID: Exchange reducer Exchange Program Conditions: To qualify for your discounted Exchange Reducer pricing, the damaged unit must be returned to the Service Center for which the order was placed within 30 days of actual shipment. Accommodations can be made for longer duration, however, any arrangements must be agreed upon prior to the Exchange order being placed. If after 30 days the damaged unit has not been received, an additional "Core Charge" fee will be invoiced against the original Lightnin order and customer purchase order. The Core Charge associated to your specific model Exchange Reducer is: \$1500			
	70 Core Charge	70 Core Charge	1	\$0.01
	7080 Series Gearbox	Gearbox Program: Replacement Program	1	\$19,642.00
Details:	73Q3 @ 28 RPM, 31.4 Ratio 900 RPM Nominal Input Speed CW Rotation Tagging ID: New Reducer			
	Special	Level 1 Repair Disassemble, clean and inspect all component parts. Prepare and deliver a detailed written report. Replacement of all bearings, oil seals, shims and gaskets. Assemble, spin test and paint.	1	\$6,231.00
Details	Tagging ID:		Fixed price repair	
	834163PSP	73/83 MIXER FIXER KIT	1	\$892.00
Details	Tagging ID:		Mixer fixer parts	

Total (US Dollars): \$13,296.01

Commercial Terms:

Unless otherwise expressly agree to in writing by SPX FLOW, this quote and any resulting order shall be governed solely and exclusively by the SPX FLOW Standard Terms and Conditions of sale attached hereto (and also available at <http://www.spxflow.com/terms-conditions>). SPX FLOW hereby expressly rejects the applicability of any and all terms and conditions of Buyer.

Shipment In: 3 Weeks After Receipt of Order
Payment Terms: 30 Days from Invoice Date
Delivery Terms: FOB Origin
Quote Expiration Date: 2/7/2020

Tariffs

The quoted price has been based on the cost of materials and components ("**Materials**") at the date of this proposal. If, due to the imposition of any tariffs (regardless of the country imposing said tariffs), the cost to SPX FLOW of performing its obligations under any Order arising from this proposal increases between the date of this proposal and the date of Order, the quoted price shall be increased.

Such increase shall be determined by SPX FLOW taking into account the applicable tariff imposed on Material(s) as at the date of the Order.

Brexit

SPX FLOW shall not be liable to Buyer for any delay arising out of or connected with the United Kingdom ceasing to be a member of the European Union ("**Brexit**") and all costs and expenses reasonably incurred by SPX FLOW in connection with Brexit shall be reimbursed by Buyer.

Please Address Purchase Order to:
SPX Flow US, LLC, Lightnin and Plenty Mixers
c/o Mattoon & Lee Equipment, Inc
23943 Industrial Park Drive
Farmington, Michigan 48335 United States

Thank you,

Frank Comer

These Terms and Conditions of Sale ("Terms") shall govern all quotations, orders and contracts for the sale of goods and services of SPX FLOW to Buyer. These Terms supersede and exclude any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Buyer's request for quote, purchase order, invoice, order acknowledgement, contract or other similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement, signed by an authorized representative of SPX FLOW and Buyer. SPX FLOW's acknowledgement of Buyer's order shall not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described.

1. DEFINITIONS: "SPX FLOW" means the SPX FLOW, Inc. entity named in the order which is providing the goods and/or services. "Buyer" means the company who accepted SPX FLOW's offer or is named in the order.

2. PRICES: Unless otherwise mutually agreed to in writing, prices are net, Free Carrier (INCOTERM 2010) SPX FLOW facility. Stenographic, clerical and mathematical errors are subject to correction. Prices are exclusive of expenses related to special packaging or procedures to cover unique circumstances of shipment or storage unless specifically noted. Until acceptance of order on these Terms, quoted prices are subject to change.

3. DELIVERY AND PERFORMANCE: Unless otherwise specifically agreed in writing by the parties, all goods shall be delivered Free Carrier (INCOTERM 2010) SPX FLOW facility. Title shall pass to the Buyer upon delivery, or upon payment in full, whatever is later, provided that the only rights that SPX FLOW retains in relation to title are those enabling recovery of the goods in the event of Buyer's default on payment. Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change, and SPX FLOW shall use commercially reasonable efforts to meet such dates; provided, however, that SPX FLOW shall not be liable in damages or otherwise, nor shall Buyer be relieved of its performance hereunder, because of SPX FLOW's failure to meet them. If liquidated damages or a penalty have been agreed for delay, such liquidated damages or penalty shall only become due if the delay is solely due to the fault of SPX FLOW, the Buyer suffers damage due to this delay, and the Buyer has notified SPX FLOW in writing after the expiry of the time during which delivery could have been reasonably expected. Unless specifically agreed otherwise, it shall be calculated based on the value of the delayed part of the delivery, and the aggregate liability of SPX FLOW for all liquidated damages/penalties shall be limited to 5% of the total order value. Such liquidated damages/penalty shall be the Buyer's sole remedy and SPX FLOW's sole liability in case of delay. For the avoidance of doubt, if the order is subject to the laws of the Netherlands, "liquidated damages" or "penalty" shall mean a contractual penalty which is meant to be a compensation for damages. Additionally, SPX FLOW shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers; labor difficulties, shortages, strikes or stoppages of any sort; difficulty in obtaining materials; Buyer requested order changes; fires, floods, storms, accidents, or acts of God; any statute, sanction, injunction or other governmental restraint or prohibition or political unrest; or other causes beyond SPX FLOW's reasonable control. In the event of any such delay, the date of delivery shall be extended for a length of time at least equal to the period of the delay. All goods for which SPX FLOW does not receive notice of rejection for within seven (7) days after receipt, will be deemed accepted.

4. SHORTAGE, DAMAGE, ERRORS IN SHIPMENT: SPX FLOW's responsibility ceases upon making the goods available for pickup at SPX FLOW's facility. Buyer shall note receipt for goods that are not in accordance with bill of lading or express receipt and Buyer shall make claim against such carrier for any shortage, damage or discrepancy in the shipment promptly. Partial and transshipments are allowed.

5. TAXES: The quotation and order price excludes all assessments, taxes, levies and charges of whatsoever nature present or future, due or becoming due. This exemption shall include but not be limited to value added tax, income tax, withholding tax, profits tax, turnover tax, goods and services tax and any other consumption or environmental taxes applicable, tax payable on the income of expatriate employees, port dues, import and custom duties on the components and services and all export duties payable on the repatriation of any SPX FLOW components at the end of an order, where applicable. On the basis that an order is tax exclusive SPX FLOW reserve the right to invoice by way of an addition to such order price, such taxes as may be applicable under the relevant jurisdiction's tax regulations, together with SPX FLOW's external costs of dealing with these taxes.

6. CREDIT AND PAYMENT: Unless otherwise agreed in writing by SPX FLOW, payment of goods shall be net thirty (30) days, in the currency of the country of SPX FLOW. For orders in excess of two hundred and fifty thousand dollars (\$250,000 USD) or the local equivalent payment terms shall be as follows: (a) twenty percent (20%) down payment, (b) forty percent (40%) upon SPX FLOW's purchase of raw materials/components, and (c) forty percent (40%) at the time of delivery. Down payment shall be due within five (5) of SPX FLOW's acceptance of the order, with the remaining two payments being net thirty (30) days. Prorated payments shall become due with partial shipments, and Buyer shall not be entitled to any retention or holdback; provided, however, if SPX FLOW agrees in writing to a retention or holdback, SPX FLOW may provide such retention or holdback in the form of a bond, letter of credit or bank guarantee in no event to extend

more than thirty (30) days beyond expiry of the warranty period. SPX FLOW retains all remedies for Buyer's insolvency including, but not limited to, the right to stop delivery, reclaim any goods delivered, or withhold delivery except for cash. Failure to pay invoices at maturity date, at SPX FLOW's election, makes all subsequent invoices immediately due and payable and SPX FLOW may withhold all subsequent deliveries until the full account is settled and SPX FLOW shall not, in such event, be liable for non-performance of contract in whole or in part. Buyer agrees to pay, without formal notice, one and one-half percent (1.5%) per month of the amount not paid when due, or, if such rate is in excess of applicable governing law, Buyer agrees to pay the maximum permitted rate. No deduction, whether by way of set-off, counterclaim or otherwise, shall be made by Buyer. If prerequisites for any payment (such as delivery, completion or formal acceptance) cannot be satisfied due to Buyer's breach, such payment shall nevertheless become due and payable at the time agreed to and SPX FLOW's further right to seek damages shall remain unaffected.

7. CANCELLATIONS AND CHANGES: All orders are binding upon acceptance. In the event that SPX FLOW, in its sole discretion, agrees to cancellation of an order by Buyer, Buyer shall be liable for a cancellation charge equal to the greater of (i) twenty-five percent (25%) of the purchase price and (ii) any loss or cost incurred by SPX FLOW, including, but not limited to, cost of materials, labor, engineering, reconditioning and a reasonable profit margin. Buyer is responsible for all reasonable storage, insurance, and all other expenses incurred by SPX FLOW as a result of Buyer's cancellations and/or changes. No changes to the specification or the order are accepted without the prior written consent of both parties. In the event Buyer requests a change, SPX FLOW will provide a quotation to Buyer within a reasonable time of no less than ten (10) working days detailing the corresponding change in delivery, price, materials, and similar. SPX FLOW shall not be obligated to implement the requested change until the quotation is agreed by the parties.

8. LIMITED WARRANTY: Unless otherwise mutually agreed to in writing, (a) SPX FLOW goods, auxiliaries and parts thereof are warranted to the Buyer against defective workmanship and material for a period of twelve (12) months from date of installation or eighteen (18) months from date of delivery, whichever expires first, and (b) SPX FLOW services are warranted to Buyer to have been performed in a workmanlike manner for a period of ninety (90) days from the date of performance. If the goods or services do not conform to the warranty stated above, then as Buyer's sole remedy, SPX FLOW shall, at SPX FLOW's option, either repair or replace the defective goods or re-perform defective services. If Buyer makes a warranty claim to SPX FLOW and no actual defect is subsequently found, Buyer shall reimburse SPX FLOW for all reasonable costs which SPX FLOW incurs in connection with the alleged defect. Third party goods furnished by SPX FLOW will be repaired or replaced as Buyer's sole remedy, but only to the extent provided in and honored by the original manufacturer's warranty. Unless otherwise agreed to in writing, SPX FLOW shall not be liable for breach of warranty or otherwise in any manner whatsoever for: (i) normal wear and tear; (ii) corrosion, abrasion or erosion; (iii) any good or services which, following delivery or performance by SPX FLOW, has been subjected to accident, abuse, misapplication, improper repair, alteration (including modifications or repairs by Buyer, the end customer or third parties other than SPX FLOW), improper installation or maintenance, neglect, or excessive operating conditions; (iv) defects resulting from Buyer's specifications or designs or those of Buyer's contractors or subcontractors other than SPX FLOW; or (v) defects resulting from the manufacture, distribution, promotion or sale of Buyer's products; (vi) damage resulting from the combination, operation or use with equipment, products, hardware, software, firmware, systems or data not provided by SPX FLOW, if such damage or harm would have been avoided in the absence of such combination, operation or use; or (vii) Buyer's use of the goods in any manner inconsistent with SPX FLOW's written materials regarding the use of such product. In addition, the foregoing warranty shall not include any labor, dismantling, re-installation, transportation or access costs, or other expense associated with the repair or replacement of SPX FLOW goods. THE WARRANTIES CONTAINED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES AVAILABLE TO BUYER AND SPX FLOW HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY PERFORMANCE OR PROCESS OUTCOME DESIRED BY THE BUYER AND NOT SPECIFICALLY AGREED TO BY SPX FLOW. THE FOREGOING REPAIR, REPLACEMENT AND REPERFORMANCE OBLIGATIONS STATE SPX FLOW'S ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS.

9. INTELLECTUAL PROPERTY: In the event of a successful infringement claim by a third party, at SPX FLOW's option, SPX FLOW shall either (i) modify the goods sold hereunder so that they perform comparable functions without infringement, (ii) obtain a royalty-free license for Buyer to continue using the infringing goods or (iii) refund to Buyer the then-depreciated fair market value of the infringing component. SPX FLOW shall have no obligation under this Article to the extent a claim is based upon (a) the combination, operation or use of the goods with equipment, products, hardware, software, systems or data that was not provided by SPX FLOW, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) Buyer's use of the product in any manner inconsistent with SPX FLOW's written materials regarding the use of such product or (c) infringement resulting from Buyer's specifications or designs or those of Buyer's contractors or subcontractors other than SPX FLOW. This Section

states SPX FLOW's entire liability and Buyer's exclusive remedy with respect to any actual or alleged infringement arising from the use of the goods or services sold hereunder or any part thereof and is subject to the other limitations contained in these Terms.

10. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN: (A) IN NO EVENT SHALL SPX FLOW BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (COLLECTIVELY DEFINED AS "CONSEQUENTIAL DAMAGES"), WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION, THIRD PARTY CHARGES AND COSTS, LOST PROFITS (WHETHER DIRECT OR INDIRECT), PRODUCT, PRODUCTION, BUSINESS OR BUSINESS OPPORTUNITY, REGARDLESS OF THE CAUSE, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE ACTS OR OMISSIONS, BREACH OF CONTRACT, WARRANTY (EXPRESS OR IMPLIED) OR DUTY (STATUTORY OR OTHERWISE) OR STRICT LIABILITY OF SPX FLOW GROUP OR ANY OTHER THEORY OF LEGAL LIABILITY; AND (B) SPX FLOW'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH ALL ORDERS AND CONTRACTS FOR GOODS AND SERVICES UNDER THESE TERMS SHALL (SAVE FOR LIABILITIES WHICH CANNOT BE LIMITED BY APPLICATION OF LAW) NOT EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT BY BUYER MUST BE COMMENCED WITHIN 30 DAYS OF THE EXPIRY OF THE WARRANTY PERIOD. BUYER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL AGREEMENTS MADE WITH THIRD PARTIES THAT ARE OUTSIDE THE SCOPE OF THESE TERMS AND WHICH ARE CONTRARY TO THE LIMITATIONS OF LIABILITY AND/OR WARRANTY INCLUDED HEREIN.

11. GOODS FOR EXPORT: Buyer acknowledges that the goods may be subject to export restrictions, and that Buyer will comply with all such applicable laws and regulations. If the goods are intended for export, Buyer shall designate country of destination on its order. In the event that Buyer purchases goods for export without so notifying SPX FLOW, SPX FLOW reserves the right to cancel the order at no penalty or liability for breach in the event that SPX FLOW objects to the ultimate destination of the goods. Buyer will have sole liability and shall defend, indemnify and release SPX FLOW for any loss or damage (including without limitation, claims of governmental authorities) arising from the export or import of such goods, including, without limitation, those related to packaging, labeling, marking, warranty, contents, use, or documentation of the goods. Buyer has sole responsibility for obtaining any required export licenses. Buyer will not take, and will not solicit SPX FLOW to take, any action which would violate any anti-boycott or any export or import statutes or regulations applicable to the order, of any governmental authorities, and shall defend, indemnify, and reimburse SPX FLOW for any loss or damage arising out of or related to such actions. To the extent SPX FLOW is required to obtain an export license for any goods: (1) SPX FLOW obligation to fulfill an order with goods requiring such a license will be directly subject to the granting of the license; (2) SPX FLOW will use commercially reasonable effort to obtain such license; (3) Buyer shall make available all necessary information and documentation required for SPX FLOW to obtain such license; and (4) Buyer shall reimburse SPX FLOW for its reasonable expenses incurred in connection with obtaining such license.

12. PROPRIETARY INFORMATION: SPX FLOW shall retain title to all engineering and production prints, drawings, technical data, and other intellectual property, information and documents that relate to the goods or services sold to Buyer. All such information and documents disclosed or delivered by SPX FLOW to Buyer: (i) are to be deemed proprietary to SPX FLOW; (ii) shall not be disclosed to any third party for any reason without the express prior written consent of SPX FLOW; and (iii) shall be used by Buyer solely for the purpose of inspection, installation, use and maintenance of the goods and services sold to Buyer under these Terms.

13. APPLICABLE LAW; VENUE; DISPUTE RESOLUTION: For sales of goods sold or to be delivered or services to be performed within the United States: The rights and duties of the parties hereunder shall be governed by the laws of the State of North Carolina, United States of America, excluding its conflicts law and choice of laws principles. Any action or proceeding with respect to any dispute or controversy involving or arising out of this order, at SPX FLOW's sole discretion, (i) shall be brought in any State court in Mecklenburg County, North Carolina or the Federal courts of the Western District of North Carolina, United States of America, and Buyer and SPX FLOW submit to and accept generally and unconditionally the jurisdiction of those courts with respect to such party's person and property, or (ii) shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Rules, which award shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. Buyer and SPX FLOW hereby irrevocably waive any objection to the laying of venue of any action or proceeding in the above-described courts. For sales of goods sold or to be delivered or services to be performed outside of the United States: The rights and duties of the parties hereunder shall be governed by and construed in accordance with the law of the jurisdiction of the SPX FLOW entity providing the goods or services for this order. The United Nations Convention on Contracts for the International Sale of Goods and the conflict rules of international private law shall not apply. Any action or proceeding with respect to any dispute or controversy involving or arising out of this order, at SPX FLOW's sole discretion, (i) shall be brought in any competent court of the jurisdiction in which the SPX FLOW entity providing the goods or services is located, or (ii) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules, with English serving as the language of the

STANDARD TERMS AND CONDITIONS OF SALE

arbitration proceeding and award. Notwithstanding any other limitations contained in these Terms, SPX FLOW reserves the right to initiate proceedings in any court of competent jurisdiction, and Buyer shall indemnify SPX FLOW for all costs, fees and expenses (including reasonable attorneys' fees) SPX FLOW incurs in connection with enforcing its rights pursuant to this order.

14. RESALE: Buyer further agrees that upon resale of the goods, it will include in the contract for resale provisions which limit recoveries against SPX FLOW in accordance with these Terms. If Buyer fails to include such provisions in any such contract for resale, (a) SPX FLOW may reject Buyer's order related to such contract for resale, and (b) Buyer shall indemnify, defend and hold harmless SPX FLOW against any claim, liability, loss, cost, damage, or expense (including reasonable attorneys' fees) arising out of or resulting from such failure.

15. BUYER CAUSED DELAYS; WAIVER OF RIGHTS: If Buyer fails to perform any of its obligations under an order, SPX FLOW shall be entitled to suspend its performance under the order until such time as Buyer performs such obligations, and any dates for the delivery of goods or performance of services shall be extended for an amount of time determined in SPX FLOW's discretion.

Delays caused by Buyer which prevent SPX FLOW from achieving the original order performance requirements includes but is not limited to: (a) the construction of buildings, structures or other parts of the site within which SPX FLOW's goods are to be located; (b) changes in scope of an order introduced by Buyer; (c) completion of approvals, consents or delivery of critical information by Buyer beyond the periods provided in an order; (d) any specified site facilities and working conditions not being maintained by Buyer; (e) failure of Buyer to arrange carriage of the goods under an order, where Buyer has such obligation, or any other inability or refusal of Buyer to accept delivery in accordance with order delivery dates; (f) delays in obtaining customs clearance (where applicable) of the order deliveries; and (g) delay by Buyer in providing any required security to SPX FLOW in the form of a letter of credit, bank guarantee or otherwise. In the event of such Buyer delays, SPX FLOW shall in addition to an extension of remaining milestones, be entitled to an increase in the total order price to reflect the increase in cost to SPX FLOW directly caused by Buyer delays. Additionally, SPX FLOW shall be entitled to submit invoices for any order milestone for which completion has been frustrated due to Buyer delays. Such invoices shall be paid within 30 days of the date of SPX FLOW's invoice.

Any engineering, technical or other submittal drawings submitted by SPX FLOW to Buyer which are not expressly rejected in writing within ten (10) business days of Buyer's receipt, will be deemed accepted by Buyer. Buyer's right to conduct any agreed upon pre-shipment inspections (i) which Buyer does not schedule within ten (10) business days of receipt of notice of readiness to inspect from SPX FLOW or (ii) which Buyer delays for more than ten (10) business days from the date originally scheduled, will be waived, so long as SPX FLOW certifies in writing that the goods successfully passed SPX FLOW's standard pre-shipment inspection. Where Buyer delays taking shipment of any goods or otherwise fails to engage or otherwise dispatch a freight forwarder or transit company within ten (10) business days of notification that the goods are ready to ship, SPX FLOW shall be entitled to change the delivery term to Ex Works (INCOTERM 2010) SPX FLOW facility.

16. NO OTHER CONTRACT PROVISIONS; OTHER: No dealer, broker, branch manager, agent, employee or representative of SPX FLOW has any power or authority except to take orders for SPX FLOW goods or services and to submit the same to SPX FLOW for SPX FLOW's approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than contained herein. For the avoidance of doubt and not in limitation of the foregoing, SPX FLOW shall not be bound by the terms of any contract between Buyer and any third party or other flow down provisions, regardless of whether Buyer notifies SPX FLOW of such terms unless SPX FLOW expressly agrees to be bound by such terms in writing by an authorized representative of SPX FLOW. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect.

SPX FLOW reserves the right to transfer or assign its obligations, rights and responsibilities hereunder, so long as such successor or assign agrees to these Terms. Any assignment of Buyer's rights hereunder without SPX FLOW's consent (which shall not be unreasonably withheld) shall be void. SPX FLOW's failure to require Buyer's performance of any of these Terms shall not serve as a waiver of or diminish SPX FLOW's rights to require strict performance of these Terms.

CITY OF
Wyoming
MICHIGAN

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Effective Date" means March 17, 2020.

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

"Proposal" means Contractor's proposal dated 1/8/2020, a copy of which is attached as Exhibit B.

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

"Special Terms and Conditions" means the attached single page Exhibit C entitled "Special Terms and Conditions."

"Contractor" means SPX Flow LLC, a Delaware corporation, with offices at 13320 Ballantyne Corporate Place, Charlotte, NC 28277.

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the Proposal.
2. City will pay Contractor in accordance with the Proposal.
3. The Special Terms and Conditions is supplementary to the Standard Terms and Conditions and shall apply in precedence of the Standard Terms and Conditions, or otherwise under any applicable law.
4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Contractor.

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

CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: March __, 2020

Approved as to form:

Scott G. Smith, City Attorney

SPX Flow, LLC

By: _____
(Signature officer, director or principal of Contractor)
Joe Kontur,

April 1st
Date signed: March __, 2020

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

5. Qualifications. Contractor represents and promises that:

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

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

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

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

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

6. Nondiscrimination. Contractor and its subcontractors will not discriminate against an employee or an employment applicant in hiring, terms and conditions of employment, or employment-related matters related because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. Contractor and its subcontractors will comply with applicable laws, rules, regulations regarding discrimination and inclusion (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the website: <https://www.eeoc.gov/>).

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

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

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

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

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

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

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

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

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

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

17. Insurance.

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

If the City Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and all its elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any insurance the City may have will be secondary and/or excess.

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

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

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

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

ACKNOWLEDGEMENT

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

Exhibit B

SPXFLOW**>Lightnin®**

Mattoon & Lee Equipment, Inc
 23943 Industrial Park Drive
 Farmington, Michigan 48335 United States
 Phone: 1-248-478-4070 Fax: 1-248-478-4074

Quote Form**Attention: Dave Bartz****Date:** 1/8/2020

City of Wyoming
 Waste Water Treatment Plant
 Wyoming, MI

Project Name: Wyoming Clean Water Plant**Quote Number:** 163676284

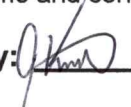
Parts for Model Number(s): 73Q3
Reference Serial Number(s): 2006/R0621120801-09
Reference Order Number(s): 854576

Item No	Product	Description	Quantity	Price Each
	7080 Series Gearbox	Gearbox Program: Exchange Program	1	\$13,296.00
Details:	73Q3 @ 28 RPM, 31.4 Ratio 900 RPM Nominal Input Speed CW Rotation Tagging ID: Exchange reducer Exchange Program Conditions: To qualify for your discounted Exchange Reducer pricing, the damaged unit must be returned to the Service Center for which the order was placed within 30 days of actual shipment. Accommodations can be made for longer duration, however, any arrangements must be agreed upon prior to the Exchange order being placed. If after 30 days the damaged unit has not been received, an additional "Core Charge" fee will be invoiced against the original Lightnin order and customer purchase order. The Core Charge associated to your specific model Exchange Reducer is: \$1500			
	70 Core Charge	70 Core Charge	1	\$0.01
	7080 Series Gearbox	Gearbox Program: Replacement Program	1	\$19,642.00
Details:	73Q3 @ 28 RPM, 31.4 Ratio 900 RPM Nominal Input Speed CW Rotation Tagging ID: New Reducer			
	Special	Level 1 Repair Disassemble, clean and inspect all component parts. Prepare and deliver a detailed written report. Replacement of all bearings, oil seals, shims and gaskets. Assemble, spin test and paint.	1	\$6,231.00

Details	Tagging ID:	Fixed price repair		
	834163PSP	73/83 MIXER FIXER KIT	1	\$892.00
Details	Tagging ID:	Mixer fixer parts		
Total (US Dollars):				\$13,296.01

Commercial Terms:

Unless otherwise expressly agree to in writing by SPX FLOW, this quote and any resulting order shall be governed solely and exclusively by the SPX FLOW Standard Terms and Conditions of sale attached hereto (and also available at <http://www.spxflow.com/terms-conditions>). SPX FLOW hereby expressly rejects the applicability of any and all terms and conditions of Buyer.

Initialed on behalf of SPX FLOW by: , whose title is Global Proposal Lead on March 1st, 2020.

Initialed on behalf of City by Scott G. Smith, whose title is City Attorney on March __, 2020.

Shipment In: 3 Weeks After Receipt of Order
 Payment Terms: 30 Days from Invoice Date
 Delivery Terms: FOB Origin
 Quote Expiration Date: 2/7/2020

Tariffs

The quoted price has been based on the cost of materials and components ("Materials") at the date of this proposal. If, due to the imposition of any tariffs (regardless of the country imposing said tariffs), the cost to SPX FLOW of performing its obligations under any Order arising from this proposal increases between the date of this proposal and the date of Order, the quoted price shall be increased.

Such increase shall be determined by SPX FLOW taking into account the applicable tariff imposed on Material(s) as at the date of the Order.

Brexit

SPX FLOW shall not be liable to Buyer for any delay arising out of or connected with the United Kingdom ceasing to be a member of the European Union ("Brexit") and all costs and expenses reasonably incurred by SPX FLOW in connection with Brexit shall be reimbursed by Buyer.

Please Address Purchase Order to:
SPX Flow US, LLC, Lightnin and Plenty Mixers
 c/o Mattoon & Lee Equipment, Inc
 23943 Industrial Park Drive
 Farmington, Michigan 48335 United States

Thank you,

Frank Comer

The following special terms and conditions are supplementary to any other terms and conditions and shall apply in precedence of such other terms and conditions, or otherwise under any applicable law. These special terms and conditions shall survive termination of the order / contract for whatever reason.

WARRANTY:

Goods. Seller warrants that the goods shall operate in accordance with the specifications, and Seller's liability for any breach of warranty or defects in the goods shall be fully satisfied by the supply, only ex-works at the Seller's nominated facility, of repaired or replacement goods, at Seller's option, within a reasonable period from any defects being discovered during the agreed warranty period, which shall extend for a period of twelve (12) months from the date of delivery of the goods by Seller.

Services. Seller warrants that the services will be performed in a workmanlike manner consistent with reasonable industry standards. During the contract warranty period for the services, which shall extend for a period of twelve (12) months from the date of completion of the specific activity performed, Seller shall re-perform any defective portion of such services.

Disclaimer. The above warranties shall not apply to (i) any loss or damage resulting from normal wear and tear or alteration, misuse, abuse or neglect, (ii) improper installation, operation or maintenance by Buyer or a third party; or (iii) any labor, dismantling, reinstallation, transportation or access costs, or other expense associated with the repair or replacement of the goods or services. THE FOREGOING WARRANTIES STATE SELLER'S ENTIRE WARRANTY OBLIGATION (EXCEPT TITLE) AND BUYER'S SOLE AND EXCLUSIVE REMEDY RELATED TO SUCH GOODS AND SERVICES. EXCEPT AS EXPRESSLY SET FORTH ABOVE, SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

INSURANCE AND INDEMNITY:

Seller shall maintain insurance coverage consistent with its existing programs but shall not name Buyer as an additional insured nor waive any rights of subrogation Seller or such insurers may have against Buyer or its affiliates. Seller will provide Buyer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, and will provide Buyer with its standard certificate of insurance upon request. Seller shall indemnify Buyer from and against claims to the extent directly caused by the negligence or willful misconduct of Seller, its employees, contractors or agents.

LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, EXCEPT AS OTHERWISE PROHIBITED BY LAW: (A) EXCEPT AS EXPRESSLY PROVIDED FOR THE PAYMENT OF LIQUIDATED DAMAGES FOR DELAY, NEITHER SELLER NOR BUYER SHALL BE LIABLE, WHETHER BY WAY OF INDEMNITY OR BY REASON OF ANY BREACH OF CONTRACT OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), FOR ANY LOSS OF PRODUCTS, LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF CONTRACTS, LOSS OF BUSINESS, OR FOR ANY SPECIAL OR INCIDENTAL COSTS, OR FOR ANY FINANCIAL OR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSSES WHATSOEVER; AND (B) NEITHER PARTY'S MAXIMUM AGGREGATE LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY LIABILITY OF SELLER TO OWNER/END-USER) ARISING FROM OR RELATED TO THE ORDER/CONTRACT SHALL EXCEED TWO TIMES (2X) THE TOTAL VALUE OF THE ORDER/CONTRACT.

THIRD PARTY TERMS AND COMPLIANCE WITH LAWS:

Seller shall not be bound by the terms of any contract between Buyer and Owner, and Buyer and/or Owner and any third party or subject to other flow down provisions, regardless of whether Buyer notifies Seller of such terms. Seller shall not be bound by any term or condition that violates any applicable law and Buyer will not take, and will not solicit Seller to take, any action which would violate any applicable law, including, without limitation, anti-boycott, export, anti-bribery, antitrust or data privacy laws. Seller shall be excused from performing this order/contract or delivery of goods hereunder without liability or consequence if such performance or delivery is or becomes prohibited by any applicable statute, sanction, injunction or other governmental restraint.

AGREED TO FOR AND ON BEHALF OF SELLER:

By: [Signature]

Name: Joe Kontur

Title: Global Proposal Lead

Date: 4/1/2020

AGREED TO FOR AND ON BEHALF OF BUYER:

By: _____

Name: _____

Title: _____

Date: _____