

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, APRIL 20, 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 2020-42 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 2020-48 allowing electronic meetings, the City of Wyoming City Council meeting on Monday, April 20, 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/3erhOQc>

By Phone

Alternatively, those wishing to participate may call toll free.

1. Call 877-853-5257 or 888-475-4499
2. When prompted, enter meeting ID number 910 4397 1282 followed by the # key.

**Provide Public Comment**

- Email Comments – Email [CityCouncilComments@wyomingmi.gov](mailto: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 20, 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 Wayne Ondersma, The Pier Church
- 3) **Roll Call**
- 4) **Approval of Minutes**  
From the April 6, 2020 Regular Meeting
- 5) **Approval of Agenda**
- 6) **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 Determine the Necessity of Providing an Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 20-806

**7:02 p.m.** To Determine the Necessity of Providing an Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 20-807

**7) 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.*

**8) Presentations and Proclamations**

- a) Presentations
- b) Proclamations

**9) Petitions and Communications**

- a) Petitions
- b) Communications

**10) Reports from City Officers**

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

**11) Consent Agenda**

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

- a) Budget Amendment No. 41 – To Appropriate \$26,000.00 of Budgetary Authority to Provide Additional Funding for Inspection, Testing and Staking on Private Development Sites
- b) To Schedule a Public Hearing to Confirm the Necessity of an Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 20-806 (May 4, 2020 at 7:02 p.m.)
- c) To Schedule a Public Hearing to Confirm the Necessity of an Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 20-807 (May 4, 2020 at 7:03 p.m.)
- d) To Declare the Necessity of Establishing a Special Assessment District for the Purpose of Providing Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 20-806
- e) To Declare the Necessity of Establishing a Special Assessment District for the Purpose of Providing Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 20-807
- f) To Accept a Proposal for Aerial Insecticide Spraying Services and to Authorize the Mayor and City Clerk to Execute an Agreement for Gypsy Moth Suppression Services
- g) To Appoint Myron C. Erickson as the City of Wyoming Street Administrator
- h) To Appoint Russel J. Henckel as City Traffic Engineer

- i) To Appoint an Alternate Member to the Board of Directors of the Grand Valley Regional Biosolids Authority
- j) To Authorize the Mayor and City Clerk to Execute Agreements for Professional Services with Johnson Hill Land Ethics Studio and Fishbeck for the Gezon Park Development Project (Budget Amendment No. 42)
- k) To Concur with the Purchase of Replacement Equipment for the Video Surveillance System at Public Works
- l) To Accept a Proposal from Solomon Diving, Inc. to Provide Underwater Inspection Services and Authorize the Mayor and City Clerk to Execute the Contract
- m) To Accept a Quote from Sentinel Technologies for the Purchase of Network Servers, Storage and Switches
- n) To Extend the Bid for Chemicals for the Clean Water Plant
- o) To Extend the Bid for Chemicals for the Drinking Water Plant
- p) To Award the Bid for the Burlingame Water Storage Tanks Rehabilitation and Painting and to Authorize the Mayor and City Clerk to Execute the Contract
- q) To Award the Bid for the Purchase and Installation of a 24” Ball Valve at the Water Treatment Plant and to Authorize the Mayor and City Clerk to Execute the Contract

**12) Ordinances**

- 5-20 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (123) to Rezone 135 and 137 36<sup>th</sup> St SE from R-3, RO-1 and P-1 to R-4 (Final Reading)
- 10-20 To Amend the Code of Ordinances by Amending Section 34-3 to Adopt the International Fire Code, 2018 Edition, by Reference Together with Certain Amendments and Appendices (Final Reading)
- 11-20 To Amend the Code of Ordinances by Amending Section 1-2 Entitled “Definitions and Rules of Construction,” Chapter 14 Entitled “Business,” and Chapter 70, Article IV, Division 2 Entitled “Snow Plowing,” and by Repealing Section 1-20 of the City Code, Entitled “Reference to Offices” and Chapter 70, Article III, Division 2 Entitled “Licenses,” to Update Provisions for Licensing and Regulating Businesses in the City and Providing Penalties for Violation of Those Provisions (Final Reading)

**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. There is a 3 minute limit per person.*

**15) Closed Session (as necessary)**

**16) Adjournment**



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

RESOLUTION TO SCHEDULE A PUBLIC HEARING TO CONFIRM THE NECESSITY  
OF AN AERIAL INSECTICIDE SPRAY FOR A GYPSY MOTH SUPPRESSION PROGRAM,  
SPECIAL ASSESSMENT ROLL 20-806

WHEREAS:

1. The Assessor has prepared a special assessment roll for the purpose of specially assessing the cost of providing aerial insecticide spray for a Gypsy Moth Suppression Program upon those properties specifically benefitting from this program.

NOW, THEREFORE, BE IT RESOLVED:

1. The special assessment roll shall be filed in the Office of the City Clerk for public examination.
2. The City Council will hold a public hearing during its regular meeting of Monday, **May 4, 2020, at 7:00 p.m.**, for the purpose of hearing all persons to be affected by the proposed public improvement (see attached Exhibit B)
3. The City Clerk is directed to provide notice of the time and place of the hearing as follows:
  - a. Published once in the Grand Rapids Press, an official newspaper of the City of Wyoming, not less than 5 days prior to the date of the hearing; and
  - b. Sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least 10 days before the time of the hearing.
4. The notice of the hearing to be published and mailed, shall be in substantially the form attached as Exhibit C.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 20, 2020.

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

ATTACHMENTS:

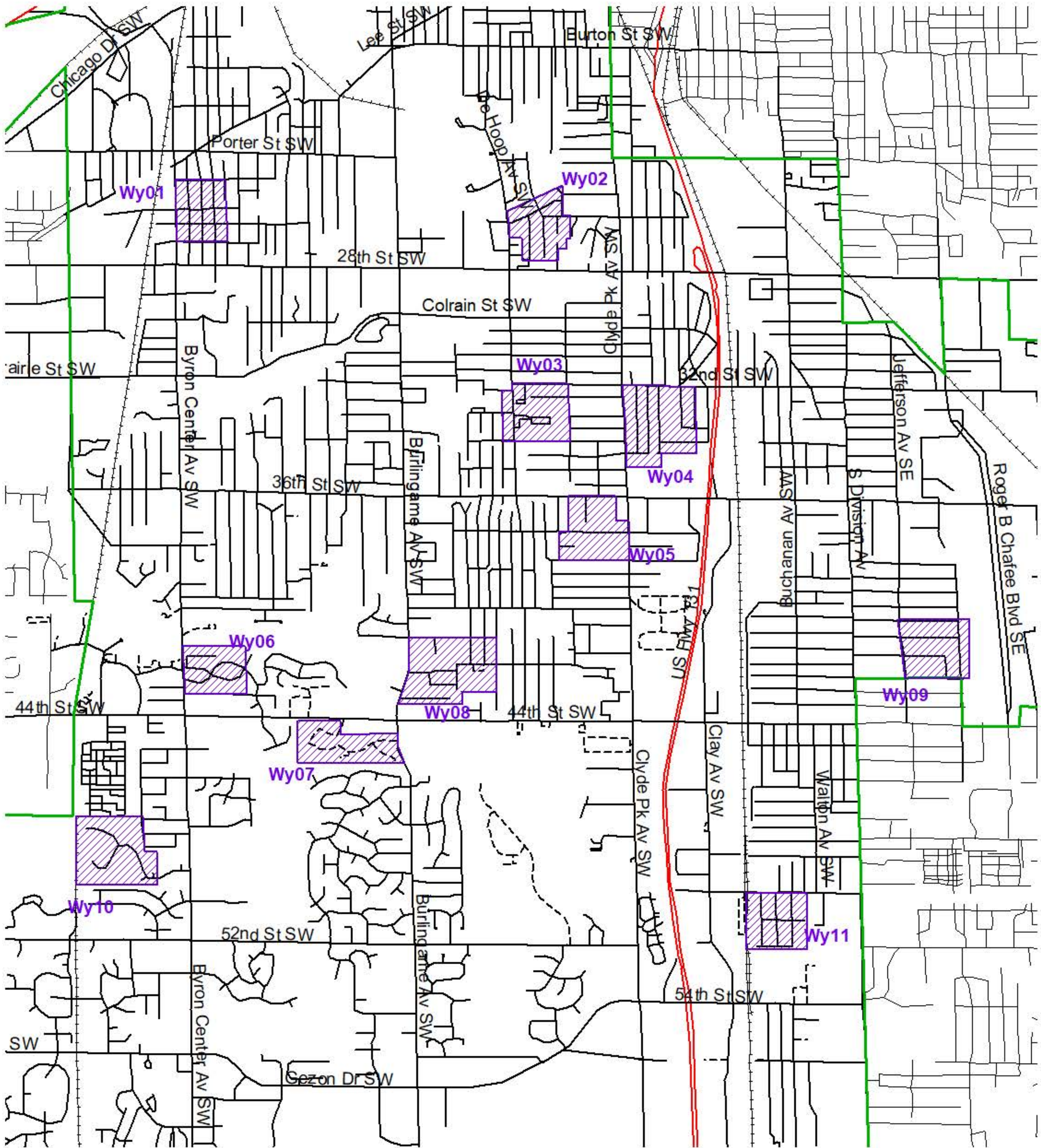
Exhibit A – Aerial Spray Map

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

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

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

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

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

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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

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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

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

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 22, 2020

Dear Property Owner:

At its regular meeting on April 20, 2020, the Wyoming City Council scheduled a public hearing to confirm the necessity of providing an aerial insecticide spray for a Gypsy Moth Suppression Program, Special Assessment Roll 20-806. 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, May 4, 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. This list of affected properties is available on the City’s website at [www.wyomingmi.gov](http://www.wyomingmi.gov), via email at [clerk\\_info@wyomingmi.gov](mailto: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 May 4, 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 <a href="http://www.wyomingmi.gov">www.wyomingmi.gov</a> and scroll to the Events Calendar. The online meeting information will be posted in the meeting documents for the May 4 meeting on April 29.
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 29.

**Watch Council Live**

The meeting will also be shown live on WKTV (Comcast Cable Channel 26) and at <https://wktv.org/live3.html>

**Provide Public Comment**



CITY COUNCIL

Those wishing to comment on agenda items or 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: <a href="mailto:CityCouncilComments@wyomingmi.gov">CityCouncilComments@wyomingmi.gov</a>
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 during the meeting.
Email City Council Members Directly	You can contact City Council members with the contact information provided at <a href="https://bit.ly/2y6fYmS">https://bit.ly/2y6fYmS</a>

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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 TO CONFIRM THE NECESSITY  
OF AN AERIAL INSECTICIDE SPRAY FOR A GYPSY MOTH SUPPRESSION PROGRAM,  
SPECIAL ASSESSMENT ROLL 20-807

WHEREAS:

1. The Assessor has prepared a special assessment roll for the purpose of specially assessing the cost of providing aerial insecticide spray for a Gypsy Moth Suppression Program upon those properties specifically benefitting from this program.

NOW, THEREFORE, BE IT RESOLVED:

1. The special assessment roll shall be filed in the Office of the City Clerk for public examination.
2. The City Council will hold a public hearing during its regular meeting of Monday, **May 4, 2020, at 7:00 p.m.**, for the purpose of hearing all persons to be affected by the proposed public improvement (see attached Exhibit B)
3. The City Clerk is directed to provide notice of the time and place of the hearing as follows:
  - a. Published once in the Grand Rapids Press, an official newspaper of the City of Wyoming, not less than 5 days prior to the date of the hearing; and
  - b. Sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least 10 days before the time of the hearing.
4. The notice of the hearing to be published and mailed, shall be in substantially the form attached as Exhibit C.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 20, 2020.

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

ATTACHMENTS:

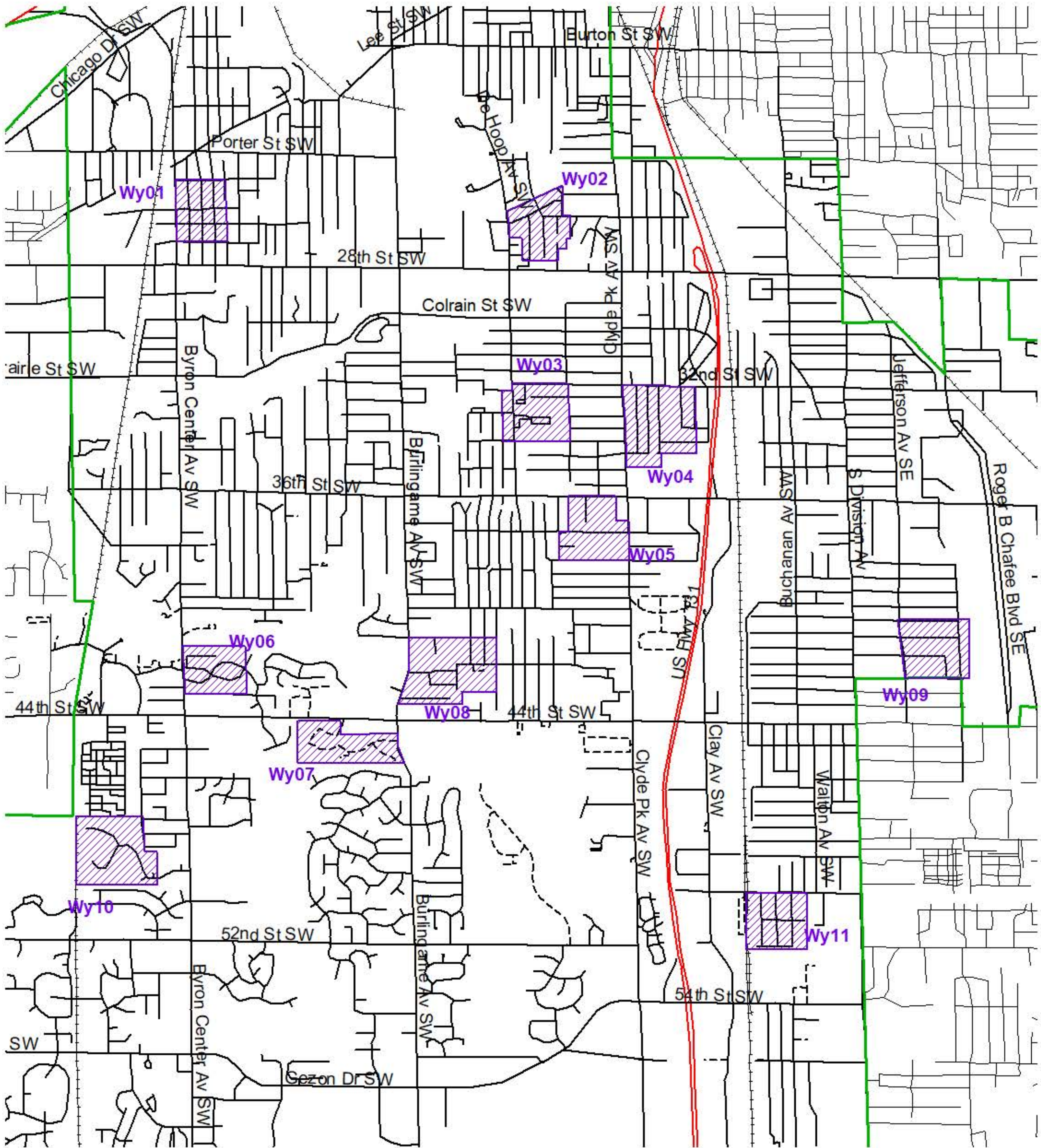
Exhibit A – Aerial Spray Map

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 22, 2020

Dear Property Owner:

At its regular meeting on April 20, 2020, the Wyoming City Council scheduled a public hearing to confirm the necessity of providing an aerial insecticide spray for a Gypsy Moth Suppression Program, Special Assessment Roll 20-807. 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**

The City Council intends to provide Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment 20-807. 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.

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Sincerely,



Kelli A. VandenBerg, City Clerk

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

RESOLUTION TO DECLARE THE NECESSITY OF ESTABLISHING A SPECIAL  
ASSESSMENT DISTRICT FOR THE PURPOSE OF PROVIDING AERIAL INSECTICIDE  
SPRAY FOR A GYPSY MOTH SUPPRESSION PROGRAM,  
SPECIAL ASSESSMENT ROLL 20-806

WHEREAS:

1. The City Council, after due and legal notice, has met and heard all persons to be affected by the proposed public improvement consisting of a gypsy moth suppression program and described as: Aerial Insecticide Spray for a Gypsy Moth Suppression Program 2020 – Special Assessment Roll 20-806.
2. Any objections offered by those persons owning property to be assessed for this improvement were not deemed by the Council to render the improvement inadvisable, unnecessary or improper.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council determines to make the following public improvement and to defray all costs by special assessment upon the property specifically benefitted: City of Wyoming Gypsy Moth Suppression Program 2020, Special Assessment Roll 20-806.
2. The City Council approves the plans and specifications for the aforesaid public improvement to be approximately \$48,500.
3. The City Council determines that of the total estimated cost, the sum of \$26.00 per parcel is to be paid through special assessment upon the property specifically benefitted, and that all additional related costs shall be the obligation of the City at large because of the benefit to each.
4. The City Council determines that the special assessment upon the property specifically benefitted is active but deferred until the completion of the aerial spray. At the time of completion of the aerial spray, the special assessment will be billed with the City tax bill in one (1) one-time installment and is due and payable on August 31, in the year after completion of the aerial spray. Interest on the unpaid balance will be added as provided in the City Charter in the same manner as interest on late payment of taxes.
5. The City Council designates the following described property as the special assessment district upon which the special assessment will be levied: (See Attached Address and Parcel List).
6. The City Manager shall direct the City Assessor to prepare a Special Assessment Roll, including all lots and parcels of land within the special assessment district as designated, and the Assessor shall assess to each lot or parcel of land, the fee of \$26.00 to be levied against all lands in the special assessment district, as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
7. When the Assessor has completed the assessment roll, he shall file the assessment roll with the City Clerk, as required by Section 66-9 of the Code of the City of Wyoming.
8. 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 in interest, or his agent, may appear in person at the hearing,

or may file his appearance or protest by letter and his personal appearance shall not be required.

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 20, 2020.

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

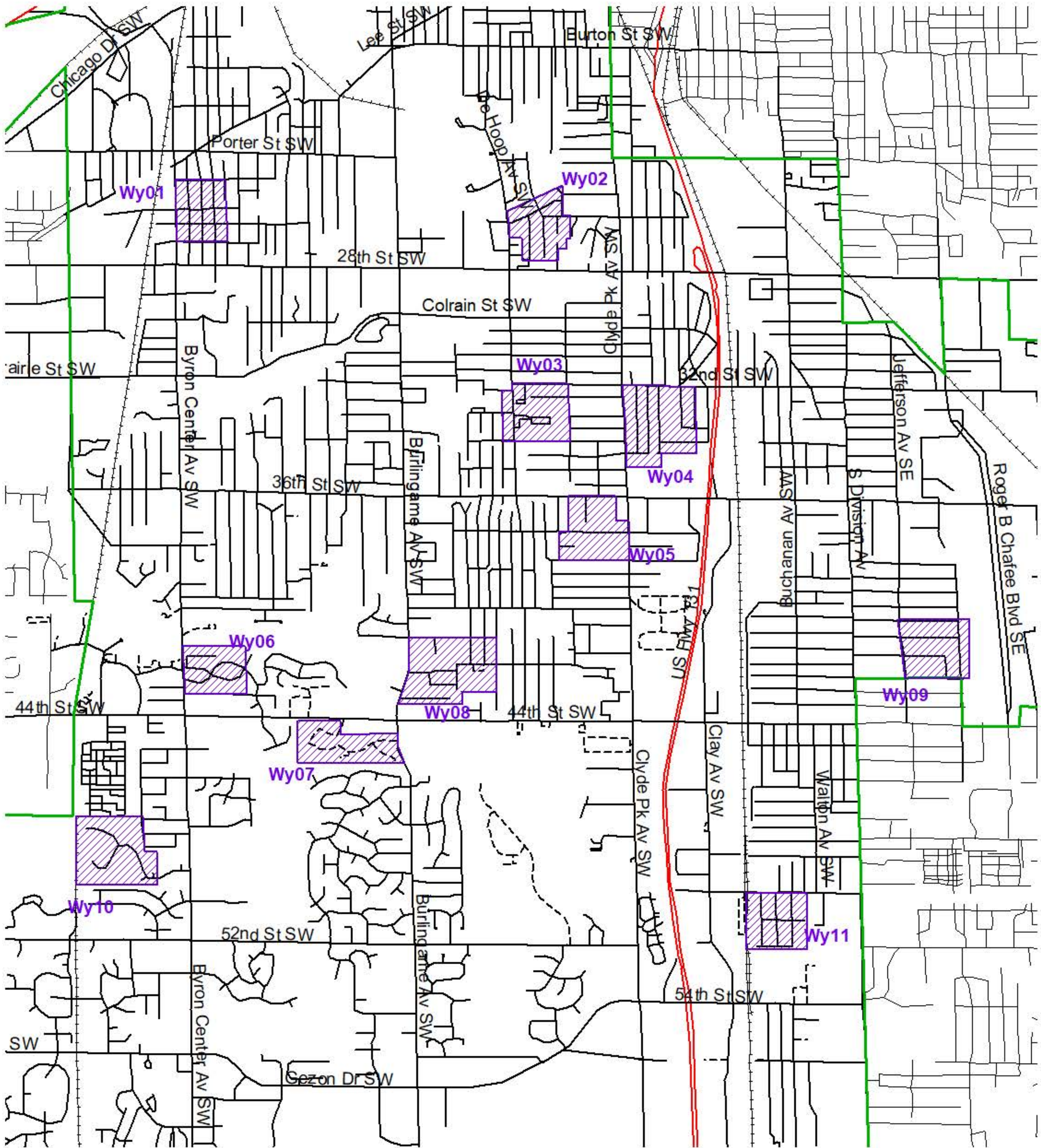
ATTACHMENTS:

Aerial Spray Map

Address and Parcel List

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

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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

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

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

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

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

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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

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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

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

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

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

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			

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

RESOLUTION TO DECLARE THE NECESSITY OF ESTABLISHING A SPECIAL  
ASSESSMENT DISTRICT FOR THE PURPOSE OF PROVIDING AERIAL INSECTICIDE  
SPRAY FOR A GYPSY MOTH SUPPRESSION PROGRAM,  
SPECIAL ASSESSMENT ROLL 20-807

WHEREAS:

1. The City Council, after due and legal notice, has met and heard all persons to be affected by the proposed public improvement consisting of a gypsy moth suppression program and described as: Aerial Insecticide Spray for a Gypsy Moth Suppression Program 2020 – Special Assessment Roll 20-807.
2. Any objections offered by those persons owning property to be assessed for this improvement were not deemed by the Council to render the improvement inadvisable, unnecessary or improper.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council determines to make the following public improvement and to defray all costs by special assessment upon the property specifically benefitted: City of Wyoming Gypsy Moth Suppression Program 2020, Special Assessment Roll 20-807.
2. The City Council approves the plans and specifications for the aforesaid public improvement to be approximately \$48,500.
3. The City Council determines that of the total estimated cost, the sum of \$82.00 per treated acre is to be paid through special assessment upon the property specifically benefitted, and that all additional related costs shall be the obligation of the City at large because of the benefit to each.
4. The City Council determines that the special assessment upon the property specifically benefitted is active but deferred until the completion of the aerial spray. At the time of completion of the aerial spray, the special assessment will be billed with the City tax bill in one (1) one-time installment and is due and payable on August 31, in the year after completion of the aerial spray. Interest on the unpaid balance will be added as provided in the City Charter in the same manner as interest on late payment of taxes.
5. The City Council designates the following described property as the special assessment district upon which the special assessment will be levied: (See Attached Address and Parcel List).
6. The City Manager shall direct the City Assessor to prepare a Special Assessment Roll, including all lots and parcels of land within the special assessment district as designated, and the Assessor shall assess to each lot or parcel of land, the fee of \$82.00 per treated acre to be levied against all lands in the special assessment district, as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
7. When the Assessor has completed the assessment roll, he shall file the assessment roll with the City Clerk, as required by Section 66-9 of the Code of the City of Wyoming.
8. 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 in interest, or his agent, may appear in person at the hearing,

or may file his appearance or protest by letter and his personal appearance shall not be required.

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 20, 2020.

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

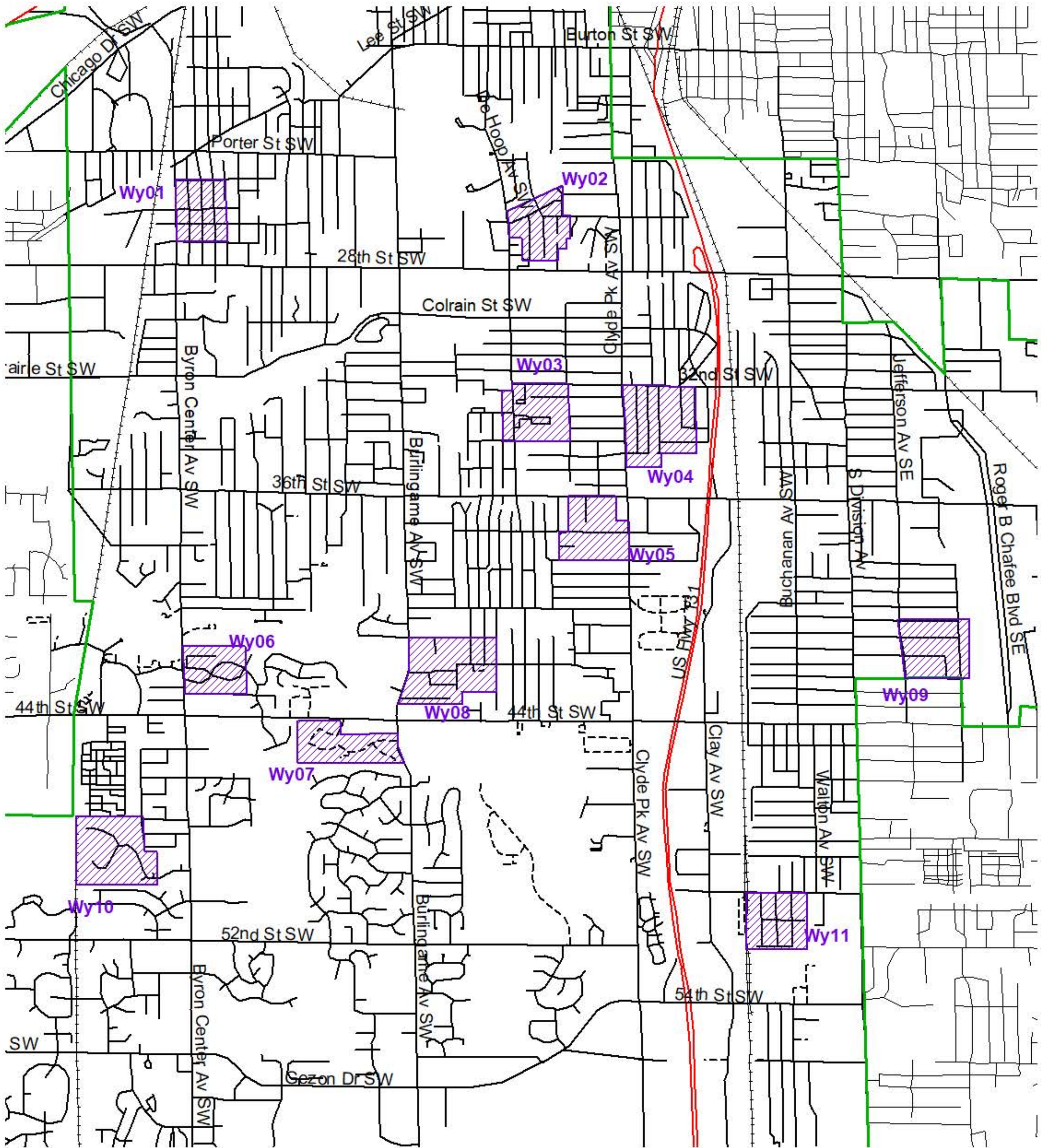
ATTACHMENTS:

Aerial Spray Map

Address and Parcel List

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			



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

RESOLUTION TO ACCEPT A PROPOSAL FOR AERIAL INSECTICIDE SPRAYING SERVICES  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR  
GYPSY MOTH SUPPRESSION SERVICES

WHEREAS:

1. As detailed in the attached Staff Report, Hamilton Helicopters, Inc. has submitted an agreement for gypsy moth suppression spraying services at a cost of \$63.65 per acre.
2. The Gypsy Moth Suppression Spraying Services will be funded through a Special Assessment as approved by the City Council.
3. It is recommended the City Council accept the proposal contingent upon approval of the associated special assessments.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal for aerial insecticide spraying services from Hamilton Helicopters, Inc. in the total estimated amount of \$36,598.75, contingent upon approval of the associated special assessments.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement for gypsy moth suppression services.

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 20, 2020.

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

ATTACHMENTS:

Staff Report  
Agreement

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

## STAFF REPORT

Date: April 15, 2020

Subject: Gypsy Moth Suppression Spraying Services for 2020

From: Kelli A. Vandenberg, City Clerk

Council Meeting Date: April 20, 2020

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### **Recommendation**

It is recommended the City Council accept a proposal from Hamilton Helicopters, Inc. for award of the contract for gypsy moth suppression spraying services at a cost of \$63.65 per acre. A total of 575 acres is recommended for treatment. The acceptance of this proposal is contingent upon approval of the associated special assessments.

### **Community, Safety, Stewardship**

Approval of this agreement will help facilitate the treatment of properties with a nuisance level infestation of gypsy moths, providing protection to trees and properties throughout the community. Approval of this agreement also ensures the treatment of gypsy moths will be done at an equitable price that is consistent with previous treatment programs and in compliance with state and federal regulations.

### **Discussion**

In a suburban/urban setting such as Wyoming, the preferred method for application of an aerial insecticide spray is helicopter (versus fixed-wing aircraft). Hamilton Helicopter has several years of experience conducting Wyoming's gypsy moth suppression program. Given the limited number of firms that perform this type of service, as well as Hamilton Helicopter's knowledge of the community and consistent pricing, it is recommended that the City of Wyoming contract with Hamilton Helicopter, Inc. for the 2020 gypsy moth suppression spraying services.

### **Budget Impact**

A total of 575 acres is recommended for gypsy moth treatment, resulting in an approximate cost of \$36,598.75 for the aerial spray service. Total cost of the 2020 suppression program is estimated at \$48,500, which includes spray service, field consulting services, as well as all required mailings and legal publications. As there are currently no funds available to provide a gypsy moth suppression program, a special assessment has been proposed to accommodate the expense of this service. The special assessment would charge a flat fee of \$26 per parcel to those in the spray area. Larger properties (1/2 acre or larger) have been identified for a separate special assessment that would charge a rate of \$82.00 per treated acre. There is no impact to the budget by funding this program through a special assessment.

## GYPSY MOTH SUPPRESSION SERVICES AGREEMENT

This agreement is made as of \_\_\_\_\_, 2020, between the City of Wyoming, a Michigan municipal corporation at 1155 28th. St. Box 905 Wyoming, Michigan 49509-0905. (hereafter referred to as the City), and Hamilton Helicopter Inc.(hereafter referred to as Hamilton Helicopters).

Whereas the City desires to control the gypsy moth population within its boundaries, and Hamilton Helicopters is interested in and capable of participating in a Gypsy moth suppression program with the City.

NOW, therefore, the parties agree as follows.

- A With regard to the gypsy moth suppression program, the City shall provide or arrange for the following to be performed.
- (1) Determination of spray blocks.
  - (2) Provide homeowner notification of the spraying program, and make all public notices required, and make sure there are no objectors in the spray blocks.
  - (3) Provide location of all objectors in and outside the spray blocks, and exclude and defend Hamilton Helicopters from any action, legal or otherwise, that should arise from the "no exclusion policy".
  - (4) Provide digitized maps of the spray blocks.
  - (5) Provide traffic and crowd control at the time of spraying, in the spray blocks and at the load site if deemed necessary by the parties.
  - (6) Provide a central loading site.
- B With regard to the gypsy moth suppression program, Hamilton Helicopters shall.
- (1) Have and maintain insurance coverage during the term of this agreement in the amount of \$2,000,000.00 single limit bodily injury and property damage. The City and its employees shall be named as "additional insured". All liability for Hamilton Helicopters and its employees will be limited to the insurance policy provided.
  - (2) Will apply to the F.A.A. for a (workable) congested area spray plan for the time period from May 1, 2020 to June 15, 2020.
  - (3) Provide Bacillus Thuringiensis 'BT' at the rate of 19 B.I.U. per acre to cover 575 acres for the City.
  - (4) Coordinate the spray timing with Aquatic Consulting Services.
- C In addition to providing the services in paragraph A above, the City shall pay Hamilton Helicopters a fee of \$63.65 per acre for providing the services listed in paragraph B. This shall be paid within 30 days of billing.
- D In the event Hamilton Helicopters is prevented from spraying as a result of legal action, court injunction, terrorist related problems or any problems beyond the control of Hamilton Helicopters, the City will pay \$15.00 per acre to cover some of the costs incurred.
- E For the purposes of this contract, the contractor and its employees shall be considered

Independent contractors.

F Either party upon Thirty (30) days' notice may terminate this agreement, in addition, this agreement may be amended by mutual consent of the parties.

IN WHTNESS THERE OF, the parties here have executed this agreement by and through their authorized representatives as of the date written above.

CITY OF WYOMING

Hamilton Helicopters Inc.

\_\_\_\_\_  
It's \_\_\_\_\_ DATE \_\_\_\_\_

*Kent Hombes*  
It's Pres DATE 3/23/20

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

RESOLUTION TO APPOINT MYRON C. ERICKSON  
AS THE CITY OF WYOMING STREET ADMINISTRATOR

WHEREAS:

1. The City owns and maintains public streets within its city limits.
2. The City receives gas and weight tax revenues from the State of Michigan for said street system.
3. Act 51, Public Acts 1951 amended, governs the use of said revenues.
4. Said Act, Article 247.663, Section 13 (9), requires the appointment of a "Street Administrator" to represent the City in transactions with the State Transportation Department.
5. Myron C. Erickson is the Director of Public Works and is responsible for the City's street system.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby appoint Myron C. Erickson as the City of Wyoming Street Administrator.

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 20, 2020.

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

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

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

RESOLUTION TO APPOINT RUSSEL J. HENCKEL  
AS CITY TRAFFIC ENGINEER

WHEREAS:

1. Article II, Section 78-41 of the City Code adopts the Michigan Uniform Traffic Code for Cities, Townships and Villages.
2. Part 2, Rule 125 of said Traffic Code requires the City to appoint a Traffic Engineer.
3. Said Traffic Code requires the Traffic Engineer to administer the planning, installation and maintenance of all traffic control devices within the City.
4. Russel J. Henckel is the Assistant Director of Public Works – Engineering and is responsible for City traffic operations.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby appoint Russel J. Henckel as City Traffic Engineer.

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 20, 2020.

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

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

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

RESOLUTION TO APPOINT AN ALTERNATE MEMBER TO THE BOARD OF  
DIRECTORS OF THE GRAND VALLEY REGIONAL BIOSOLIDS AUTHORITY

WHEREAS:

1. It is the desire of the Wyoming City Council to appoint Myron Erickson as the Alternate Director to the Grand Valley Regional Biosolids Authority.
2. Director of Public Works Myron Erickson has agreed to serve as an Alternate Director on the Grand Valley Regional Biosolids Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Wyoming hereby appoints Director of Public Works Myron Erickson as Alternate Director, for a term ending June 30, 2023.

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 20, 2020.

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

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

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS FOR PROFESSIONAL SERVICES WITH JOHNSON HILL LAND ETHICS STUDIO AND FISHBECK FOR THE GEZON PARK DEVELOPMENT PROJECT

WHEREAS:

1. The City of Wyoming has, through citizen survey and visits to other facilities, identified areas for facility and programming improvement of Gezon Park necessary to respond to the needs of the community.
2. Following an open bid process, the City of Wyoming engaged with Johnson Hill Land Ethics Studio (JHLES) as the architectural firm for the design of the Gezon Park master plan (Resolution #25942).
3. Subsequently, the City Council approved a master development plan for Gezon Park (Resolution #26034).
4. The City has identified the development of Gezon Park as a priority and identified that the next phase of Jackson Park development should occur in FY 2021.
5. In order to move the project forward, it is important for us to secure professional services to obtain necessary surveys, prepare and obtain permits (e.g. MDEQ, Kent County Drain Commission, etc.), and prepare construction documents (plans, specifications, and bid documents), and provide for construction services. These would be performed by JHLES.
6. It is also necessary to enter into professional services agreement to re-use architectural plans from the Fishbeck designed Frog Hollow restroom, with minor changes to allow for its construction in Gezon Park. These drawings would be incorporated within the JHLES bid packet providing for a single document for bidding purposes.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council authorizes the Mayor and City Clerk to execute an agreement for professional services with Johnson Hill Land Ethics Studio in the not to exceed amount of \$135,710.
2. The Wyoming City Council authorizes the Mayor and City Clerk to execute an agreement for professional services with Fishbeck in the not-to exceed amount of \$23,850.
3. The Wyoming City Council authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on April 20, 2020.

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

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





## STAFF REPORT

Date: April 13, 2020

Subject: Agreement for Professional Services in Connection with Projected 2021 Gezon Park Development Project

From: Rebecca Rynbrandt, Director of Community Services

Council Meeting Date: April 20, 2020

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**RECOMMENDATION:** To authorize the Mayor and City Clerk to execute an agreement for professional services with:

- a. Johnson Hill Land Ethics Studio in the amount of (not to exceed) \$132,710; and
- b. Fishbeck in the amount of (not to exceed) \$23,850.

And to authorize a budget amendment in the amount of \$6,560.

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

The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer.

Gezon Park is a 94.04-acre parcel with entries located at 5651 Gezon Ct. to the south, and 1940 52nd Street to the north. It borders a densely populated residential area of our community which includes multi-family and single-family homes. It is across the street from the community's Health PUD, and within a quarter mile of our I-3 zoned district. The large-scale park is expected to serve as a regional recreational resource for the entire community. The southernmost portion of the park has been developed as an athletic complex featuring ballfields (baseball, softball, and football). The northernmost portion has been developed with a small shelter, playground and basketball court. The interior of the park is undeveloped. This pending project will provide improvement of the central undeveloped area, increasing our ability to equitably provide for recreation and leisure services to a significant portion of our community.

### **DISCUSSION:**

#### HISTORY OF JHLES ENGAGEMENT ON PROJECT

Following a competitive bid process the City Council approved Resolution # 25942 to engage Johnson Hill Land Ethics Studio, JHLES, a landscape architectural and engineering firm, to develop a master plan for development of Gezon Park. Subsequently, the City Council approved a master development plan for Gezon Park (Resolution #26034).

When discussing the voter approved use of the Library Maintenance Millage to allow for funding of park capital projects, the City Council identified the development of Gezon Park as a priority.

Working with the Parks and Recreation Commission, City Manager, and City Council, it was identified that the next phase of Gezon Park development should occur in FY 2021.

In order to move the project forward, it is important for us to secure professional services to obtain necessary surveys, prepare and obtain permits (e.g. MDEQ, Kent County Drain Commission, etc.), and prepare construction documents (plans, specifications, and bid documents), and provide for construction services.

As the initially approved landscape architect on the Gezon Park project, again obtained through a competitive bid process, it is in the city’s best interest to retain their continued professional services to implement the approved development plan through the development of its detailed construction drawings, bid document preparation, bidding services and project construction project administration. Please review the attached proposal, dated February 18, 2020, from JHLES and the contract now presented dated April 6, 2020.

**HISTORY OF FISHBECK ENGAGEMENT**

Rather than have JHLES engage in a negotiation to hire Fishbeck (formerly known as FTCH or Fishbeck, Thompson, Carr and Huber), the City has sought to once again engage Fishbeck directly.

Fishbeck agrees to re-use architectural plans from the FTCH designed Frog Hollow restroom, with minor changes to allow for its construction in Gezon Park in an amount of \$22,850. This reuse of core plans provides for an approximate \$35,000 savings in professional fees and maintains our standard restroom configuration for all parks.

**BUDGET IMPACT:**

Funds for these professional services were planned for, and approved by the City Council, in the current FY 2020 budget Capital Projects Revolving Fund, account number 800-000-57300-975.000.

Account Name	Original Project Budget	Budget Amendment Requested	Revised Budget
Capital Projects Revolving Fund 800-000-57300-975.000	\$150,000	\$6,560	\$156,560

**ATTACHMENTS:**

- Resolution
- Budget Amendment
- Contracts
- Proposals

**STANDARD CITY PROFESSIONAL SERVICES CONTRACT**  
CITY OF WYOMING, MICHIGAN  
(CONTRACT OVER \$8,500)

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

"City" means: City of Wyoming  
A Michigan municipal corporation  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: April 6, 2020.  
Johnson Hill Land Ethics Studio

"Professional" means: \_\_\_\_\_  
[Name of professional entity]  
\_\_\_\_\_  
Corporation  
A \_\_\_\_\_  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
412 Longshore Drive  
\_\_\_\_\_  
[Professional's street address]  
Ann Arbor, MI 48105  
\_\_\_\_\_  
[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: Gezon Park site investigation, construction and bid document preparation, bidding services  
[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]  
\_\_\_\_\_

**TERMS AND CONDITIONS**

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

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:  
None  
\_\_\_\_\_ [Identify those the City Attorney have agreed may be waived or write "None."]


4. This is the only agreement between the parties regarding the Services that are 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 Professional.

The City and Professional 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: \_\_\_\_\_, 20\_\_

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

\_\_\_\_\_  
[Professional's name]

By: \_\_\_\_\_  
[Signature officer, director or principal of Professional]

\_\_\_\_\_  
[Typed/Printed Name & Title of Person Signing for Professional]  
Date signed: \_\_\_\_\_, 20\_\_

**CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.

2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.

4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional 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.** Professional represents and promises that:

A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.

B. 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 criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

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 Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

6. **Diversity and Inclusion.** Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).

7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.

8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a 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.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) an IRS W-9 form (available at [www.irs.gov](http://www.irs.gov)).

10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.

11. **Intellectual Property Guaranty.** Professional guarantees the sale or use of software, records or other intellectual property

provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

12. Taxes. The 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 expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

16. Professional Responsibility. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

17. Insurance.

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>PROFESSIONAL LIABILITY INSURANCE</b>

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

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

**ACKNOWLEDGEMENT**

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed Name and Title of Person Signing]

\_\_\_\_\_  
[Printed Name of Professional]

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

**Exhibit B  
Proposal**

## **P R O P O S A L**

February 18, 2020

### **Gezon Park – Phase 1**

Professional Services for Park Development  
Scope of Work and Associated Fees

#### **Overview**

The scope as outlined below is based upon the master plan and associated cost estimate prepared by Johnson Hill Land Ethics Studio in 2018 and the “Park Development Professional Services Basic Scope of Services” as provided by the City of Wyoming. Architectural services for the restroom/splashpad support building are not included in this scope/fee proposal. These services will remain associated with Phase 1, but will be performed by another consultant as directed by the City.

The construction budget, originally established at \$2,163,982.00 including the building, was reduced by the estimated cost of the building to \$1,842,235.00, which includes a 10% contingency. This estimated construction budget, including anticipated cost increases since 2018, is the basis for this proposal.

#### **Project Team**

Johnson Hill Land Ethics Studio, Landscape Architecture, Lead Consultant  
Exxel Engineering, Inc., Civil Engineering and Surveying  
Geotech, Inc., Electrical Engineering  
Materials Testing Consultants, Inc., Geotechnical Investigation  
King & MacGregor Environmental, Inc., Wetland Delineation  
Graber & Associates, LLC, Irrigation Design

#### **Site Information and Investigative Services**

##### ***Wetland Delineation*** **\$1,750.00**

All wetlands within the site will be delineated and flagged. A report describing the character of each wetland area and associated regulatory limitations and conditions will be prepared.

##### ***Geotechnical Investigation*** **\$4,950.00**

Eight test borings, 8 – 15 feet deep, will be drilled to determine soil conditions. A report of these findings and appropriate design recommendations for proposed construction will be prepared as part of this work.

##### ***Topographic Survey*** **\$10,500.00**

A topographic survey will be prepared for the entire site, including small overlaps to the water reservoir and park access road to the south/southeast and adjacent roads to the north/northeast. Wetland delineation flagging and geotechnical boring locations will be included in this survey.



## **Design Development and Construction Documentation**

**\$104,730.00**

### ***Existing Conditions Plan***

(5.7% as a percent of the construction budget)

The topographic survey, wetland, and geotechnical information will be incorporated into a master CAD file. Multiple project sheets for design development and construction documentation plans will be set up for the project as a whole. Plan document files will be shared and coordinated with the Project Team as appropriate.

### ***Design Development Documents***

The phase 1 components of the 2018 plan will be updated based on the information developed as part of this project and from any new direction provided by the Owner. Specific tasks will include:

- Prepare a design development site plan
- Review and incorporate specific utility information – sanitary sewer, water, electric – and any conflicting services not anticipated to be utilized for park development
- Assess anticipated water reservoir discharge requirements
- Engage Vortex for splashpad design to establish DD-level scope and budget estimates
- Determine project schedule

### ***Site Plans***

Complete site plans will be prepared to finalize site design and incorporate the following park components:

- Splashpad (working with Vortex)
- Restroom/Support Building location and orientation (design of building by others)
- Road access and parking
- Splashpad entry plaza
- Discharge water management
- Storm water detention (as required or desired)
- Pavilion
- Paved trails and walkways
- Soft-Surface trails
- Lighting
- Lawn areas
- Dumpster location

Site plans will illustrate the project site as a whole and will be enlarged as appropriate to provide more detail for specific development areas.

### ***Clearing and Demolition Plans***

Clearing and grubbing plans for all areas of development will be prepared. Demolition plans, for removal of existing constructed elements, will be prepared as appropriate.

### ***Grading Plans***

Complete grading plans, fully coordinated with storm water management plans, will be prepared. Area enlargements will be utilized, as appropriate, to clearly illustrate and detail grading requirements.

### ***Sedimentation and Erosion Control Plans***

Detailed plans for all areas will be prepared in accordance with local and State requirements.

### ***Staking/Layout Plans***

Staking /Layout plans will be prepared for all proposed areas of development utilizing digital coordinate and traditional dimensioning systems to clearly indicate staking, layout, and dimensional requirements.

***Storm Water Management Plans***

Plans will be prepared to manage all storm water run-off associated with Phase 1 development. Storm water management plans will conform to all local and State standards as required.

***Soil Preparation Plan***

A plan will be prepared for areas where concentrated plantings or lawns are proposed to sufficiently amend existing soils to adequately support the proposed plantings and lawns.

***Seeding and Disturbed Area Restoration***

A plan or plans will be prepared for seeding of lawn areas and stabilization and restoration by seeding of meadow, fringe, and other areas disturbed by construction.

***Planting Plans***

A plan or plans will be prepared for the planting of trees, shrubs, groundcovers, and ornamental grasses primarily within the core southern development area.

***Irrigation Plan***

An irrigation plan will be prepared for concentrated planting areas and for areas designated as maintained lawns.

***Lighting and Electrical Service Plans***

A plan or plans and associated details will be developed that indicates parking and pedestrian lighting within the southern core area and electrical service to the splashpad, the restroom/support building, and the pavilion.

***Utilities Plans***

A plan or plans will be prepared showing extensions of sanitary sewer and water services to the splashpad, restrooms, and pavilion as appropriate for each location.

***Construction Detail Plans***

Construction details will include, but not limited to, the following:

- Curb and gutter
- Asphalt paving for access road and parking
- Paved north-south trail
- Soft-Surface trail(s)
- Concrete walkways
- Pavilion
  - Manufacturer
  - Color(s)
  - Footings
  - Concrete floor and access connections
  - Column surrounds
  - Lighting
  - Electrical outlets
  - Water connections / hose connections
  - Furnishings layout
- Tree planting
- Planting / soil preparation / edging / mulching
- Fencing for splashpad
- Shade structures for splashpad
- Dumpster enclosure

- Drinking fountain(s)
- Accessible parking
- Accessible routes
- Access control at splashpad
- Signage
  - Park identity
  - Directional
  - Regulatory
  - Informational

***Splash Pad Plans and Details***

A complete design/construction package will be prepared by Vortex in collaboration with Johnson Hill Land Ethics Studio.

***Site Furnishings Plan***

This plan will indicate locations, quantities, specifications for, and preferred manufacturers of:

- Benches – general site
- Benches – splashpad
- Tables – pavilion
- Tables (and chairs) – splashpad
- Trash receptacles
- Bike racks
- Other?

***Specifications***

Technical specifications using MasterSpec will be prepared for all aspects of proposed construction and project management. These will be coordinated with the Project Team and with specifications prepared by the Architect.

***Bid Documents***

Front end bid documents, as provided by the City and supplemented if/as necessary, will be prepared as part of the complete bid package.

***Administration for All Work Described to This Point***

We will:

- Participate and assist in the management of the plan review and permitting process
- Coordinate with the civil engineer
- Coordinate with the surveyor
- Coordinate with the geotechnical engineer
- Coordinate with the electrical engineer
- Coordinate with the architect
- Coordinate with the environmental consultant for wetland delineation
- Coordinate with the irrigation designer
- Coordinate with the Owner in regard to all aspects of project development
- Conduct regular progress meetings with the Owner
- Coordinate with appropriate local and State regulatory agencies
- Prepare review sets of plans and specifications as needed
- Prepare bid set files ready for distribution

**Bid Period Services**

**\$10,780.00**

This work will include:

(0.59% as a percent of the construction budget)

- Bid Set distribution
- Assist in preparing advertisement for bid
- Conduct pre-bid meeting
  - Prepare agenda
  - Prepare summary report
- Answer/address all questions; issue addenda
- Attend bid opening
- Review bids
- Contractor selection
  - Contact references
  - Prepare recommendation

**Fee Summary – All Fees and Expense Allowance are Not-To Exceed Values:**

Fee – Site Information and Investigative Services:	\$17,200.00
Fee – Design Development and Construction Documentation	\$104,730.00
Fee – Bid Period Services	\$10,780.00
<b>Total Fee:</b>	<b>\$132,710.00</b>
Expense Allowance:	\$3,000.00

**The total Not-To-Exceed value of this proposal is \$135,710.00.**

**Closing Statement**

The attachments to this proposal are outlines of the scopes of work we sent to other firms for the purposes of preparing this proposal, determining the fees associated with the work of our consultants, and serving as our basis of contract with the selected consultants. We also have attached the scope of services as prepared by the City.

We thank the City of Wyoming for the opportunity to submit this proposal and for the opportunity to continue our work with the City on Gezon Park. As Principal and Vice-President of Johnson Hill Land Ethics Studio, a corporation registered in the State of Michigan, I am duly authorized to submit this proposal on behalf of the company.

Sincerely,  
**Johnson Hill Land Ethics Studio**



Mark Robinson, PLA, Vice-President

Date: February 25, 2020

Accepted By: **City of Wyoming**

\_\_\_\_\_  
Name and Title

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

# Attachment A

CIVIL ENGINEERING

GEZON PARK - WYOMING - MI

## DESIGN DEVELOPMENT

1. Review existing plans and cost estimate. Compare to anticipate scope of work. Update cost estimate as necessary.
2. Make an initial determination of the potential impacts of water discharge from the municipal storage tank and probable design and construction responses (see item 8 below).

## CONSTRUCTION / BID DOCUMENTS

1. Splash pad and support / restroom building plans will be prepared by FTCH.
2. Extend water and sanitary to point five feet outside splash pad support / restroom building.
3. Provide drain system for the splash pad. This will be part of the Vortex design for the splash pad. Coordinate with Vortex and Landscape Architect.
4. Landscape Architect will prepare all grading plans and preliminary storm water management plans. Storm water structure locations will be coordinated with Landscape Architect. Civil Engineer and Landscape Architect will fully collaborate on / coordinate storm water management plans.
5. Water service will be required at the large pavilion.
6. Prepare plans, details, and specifications for storm water management, water service, and sanitary sewer service as required. Storm water management plan may have overlap between Civil and Landscape plans; this will be coordinated as appropriate.
7. Erosion and sedimentation control plans will be prepared by Landscape Architect in consultation with Civil Engineer.
8. Discharge water from the large municipal water storage tank located immediately west of the proposed parking lot must be addressed as part of this plan. Questions, at a minimum, include; How much water is released? At what frequency? How can this water be dispersed and managed without damage to adjacent residential areas or to the park site?

## BIDDING

1. Attend pre-bid meeting.
2. Respond to questions and prepare addenda items commensurate with Civil scope.

## CONSTRUCTION ADMINISTRATION AND OBSERVATION

1. Attend pre-construction meeting.
2. Attend regularly scheduled progress meetings; assume every other week for progress meetings across a seven-month construction period.

3. Assume three on-site inspections weekly, plus construction oversight/observation for key/critical construction activities.
4. Prepare field reports, bulletin drawings, and other essential documentation commensurate with Civil scope of work.
5. Serve as primary “set of eyes” on the project. Landscape Architect will inspect the work at least once per week. The Civil Engineer will be available to respond to calls originated from the contractor, owner, or Landscape Architect to address questions/issues at the site as they may arise – and be in close communication with Landscape Architect at all times in order to determine appropriate responses and/or course of action.
6. Prepare punch list inspection.
7. Prepare final inspection and any other reviews commensurate with Civil scope.

# Attachment B

ELECTRICAL ENGINEERING

GEZON PARK - WYOMING - MI

## DESIGN DEVELOPMENT

1. Review existing plans and cost estimate. Compare to anticipated scope of work. Update cost estimate as necessary.

## CONSTRUCTION / BID DOCUMENTS

1. Design electrical service for park components as follows;
  - A. Splash pad support / restroom building.
  - B. Lighting and power outlets at large pavilion.
  - C. Lighting of parking lot.
  - D. Limited pedestrian-level lighting between splash pad and large shelter.
2. Coordinate lighting design with Landscape Architect, including layout, fixture selection, etc.
3. For splash pad support / restroom building, assume provision of service to five feet outside building. Building architect is FTCH.
4. Prepare all plans, details, and specifications for the work as described herein.

## BIDDING

Commensurate with Electrical scope of work:

1. Attend pre-bid meeting.
2. Answer questions and prepare addenda items as relevant to electrical scope.

## CONSTRUCTION ADMINISTRATION AND OBSERVATION

1. Attend pre-construction meeting.
2. Review submittals and shop drawings commensurate with electrical scope.
3. Attend progress meetings during periods of electrical construction activity.
4. Inspect electrical implementation work as required during periods of relevant construction activity; and
5. Inspect work as requested by Landscape Architect.
6. Prepare punch list inspection.
7. Prepare final inspection and any associated close-out documents of reviews.

# Attachment C

SURVEYING

GEZON PARK - WYOMING - MI

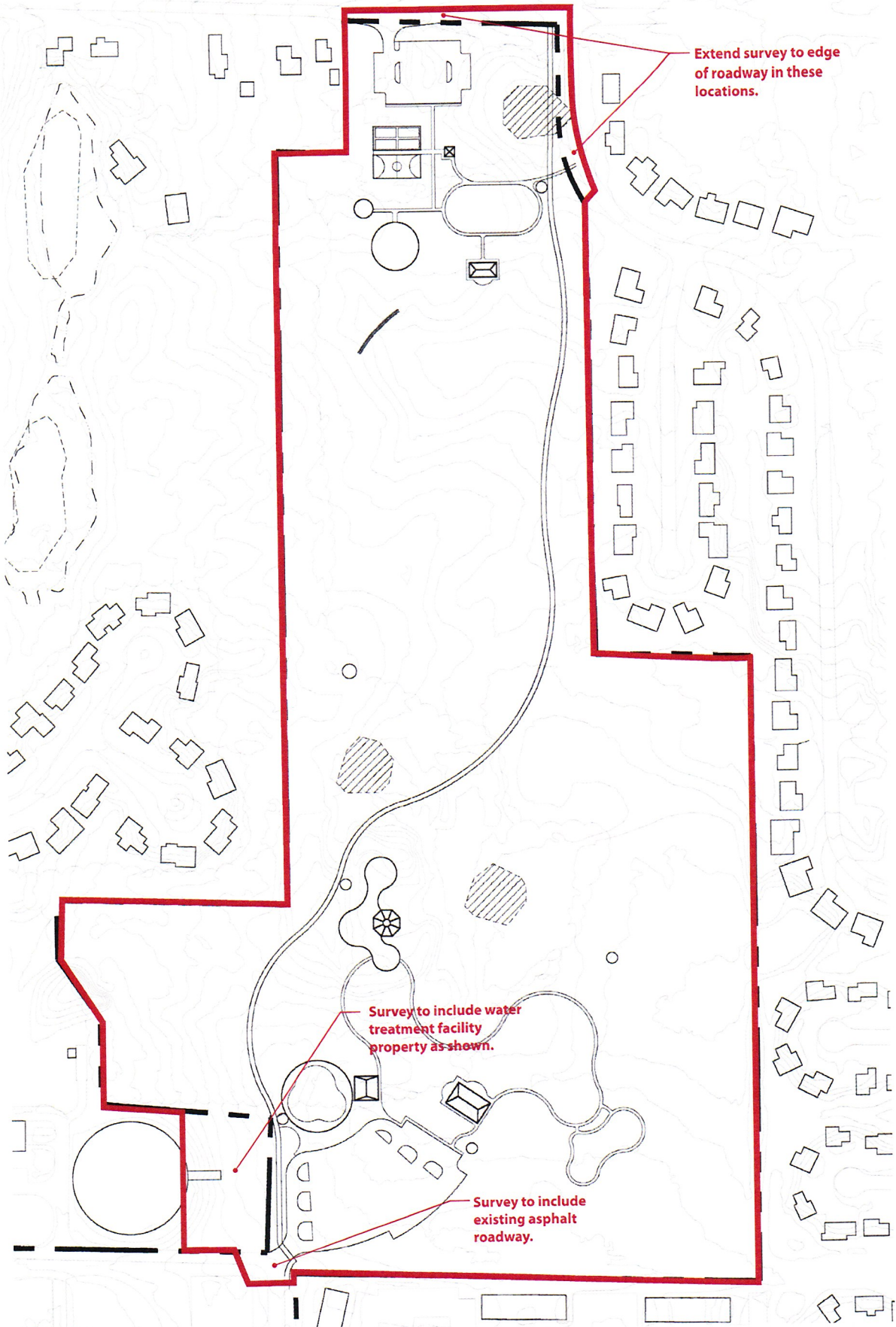
## SURVEYING

1. Prepare topographic survey for entire site. See attached plan for extent of survey.
  - A. The owner will provide a legal description of the property. Show boundary lines.
  - B. Prepare a CAD file using AutoCAD version 2019 or 2020. If using Civil 3D, prepare a file that can be clearly read and utilized as a standard AutoCAD file.
2. Topographical survey requirements
  - A. A minimum of one permanent benchmark on site for each four acres and a description and elevation to the nearest .01 foot.
  - B. Contours at one foot intervals; error shall not exceed one-half contour interval.
  - C. Spot elevations at street intersections and at twenty feet on center of curb, sidewalk and edge of paving, including far side of paving.
  - D. Plotted location of structures, paving and improvements above and below ground.
  - E. Floor elevations and elevations at each entrance of buildings on the property.
  - F. Utility information. The following information is to be shown based on record information and on surface evidence. Inadequate record data requiring the surveyor to employ techniques of subsurface exploration to locate utilities will be an additional service subject to owner approval.
    - Location, size, depth and pressure of water and gas mains, and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property.
    - Location of fire hydrants available to property and the size of the main serving each.
    - Location, elevation and characteristics of power, cable television, street lighting, traffic control facilities and communications systems above and below grade.
    - Location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location of catchbasins and manholes, and inverts of pipe at each.
  - G. Mean elevation of water in any excavation, well or nearby body of water.
  - H. Location of wetland boundaries as delineated prior to this survey.
  - I. Location of test borings if ascertainable, and elevation of the tops of holes.
  - J. Location of trees eighteen inches and over (caliper three feet above ground); locate within one foot tolerance and identify species in English terms.
  - K. Perimeter outline only of thickly wooded areas unless otherwise directed.

Add Alternate #1: Provide a boundary survey for the extent of the site as shown.

Add Alternate #2: Landscape Architect will flag in the field preliminary routing for the two main north-south trails, one on the east side and one on the west side of the site. Surveyor shall field locate these points and incorporate them into the topographic survey. We assume that the location of route flagging will take place sometime after the initial topographic survey has been completed.





**Gezon Park Site Improvements - Phase 1**  
 Extent of Surveying



# Attachment D

## GEOTECHNICAL SERVICES

## GEZON PARK - WYOMING - MI

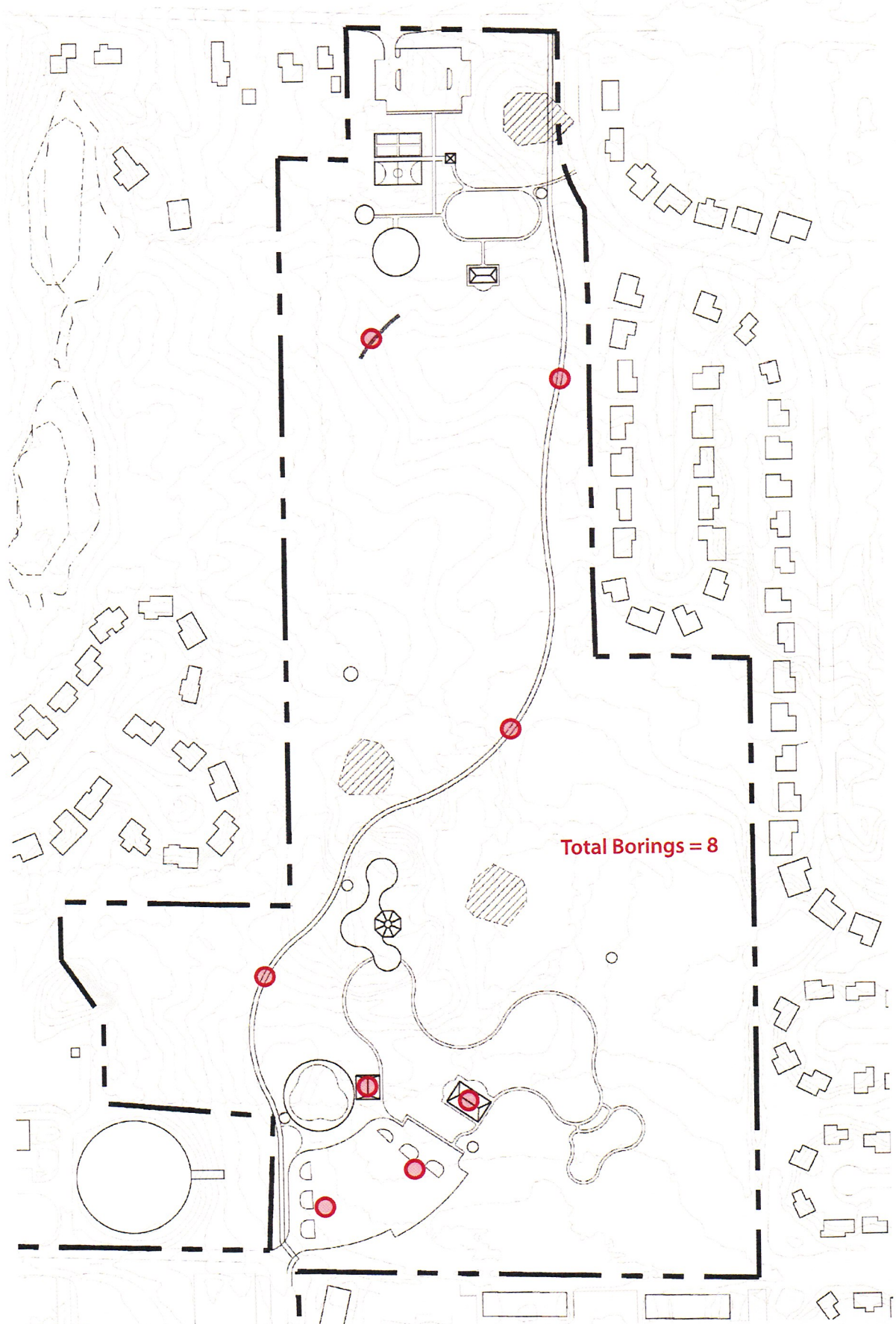
1. Test borings shall be drilled at locations shown on attached graphic to a depth of fifteen feet (please indicate if your local knowledge suggest depths less than or greater than this depth).
2. Prepare a report of the basic conditions encountered in each test boring.

## FOUNDATION ENGINEERING EVALUATION AND RECOMMENDATIONS

1. The Geotechnical Engineer shall analyze the information developed by investigation or otherwise available to the Geotechnical Engineer, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Landscape Architect on the design and engineering requirements of the Project. Based on such analysis and consultation, the Geotechnical Engineer shall submit a professional evaluation and recommendations for the necessary areas of consideration, including, but not limited to, the items checked below:
  - A. Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
  - B. Anticipation of, and management of, groundwater for design of structures and pavements.
  - C. Lateral earth pressures for design of walls below grade, including backfill, compaction and sub drainage, and their requirements.
  - D. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
  - E. Subgrade modules for design of pavements or slabs.
  - F. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
  - G. Frost penetration depth and effect.

## CONSTRUCTION PERIOD TESTING

1. Provide testing of compaction for utility trenches, pavement subgrades, and building foundations and slabs. (Provide hourly rates – scope indeterminant at this time). Prepare reports for each test and recommendations as appropriate.
2. Verify in-place thicknesses of base materials and finished surface materials.



## Gezon Park Site Improvements - Phase 1

Approximate Soil Boring Locations

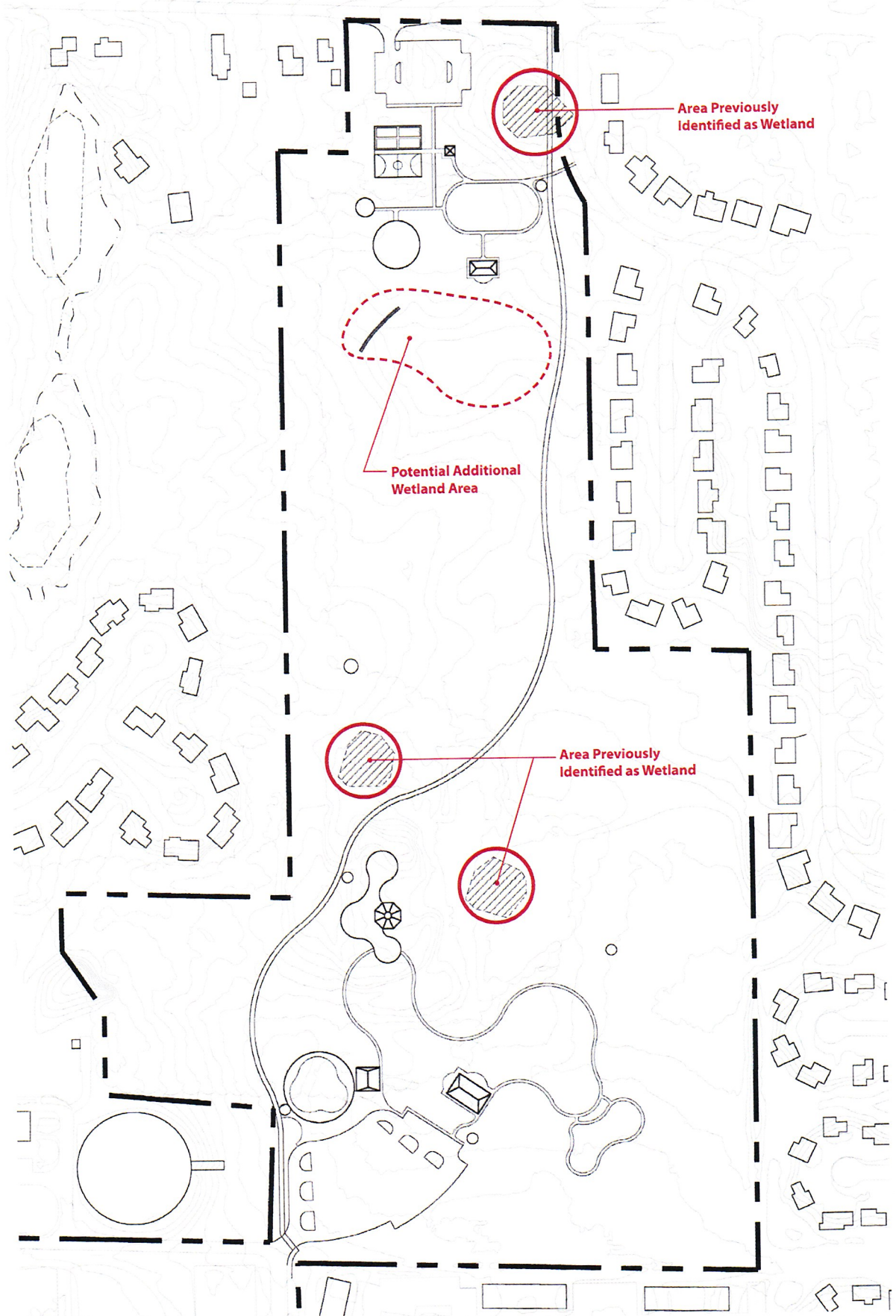


# Attachment E

WETLAND DELINEATION

GEZON PARK - WYOMING - MI

1. Inspect entire site, identify and flag the limits of all wetland areas.
2. Known wet areas are indicated on the attached plan graphic.
3. Prepare map indicating approximate location of flagged wetlands to provide to surveyor for inclusion in the site topographic survey.
4. Prepare report on the character and quality of each wetland area and identify current local and state regulatory conditions associated with the delineated wetland areas.



Area Previously Identified as Wetland

Potential Additional Wetland Area

Area Previously Identified as Wetland

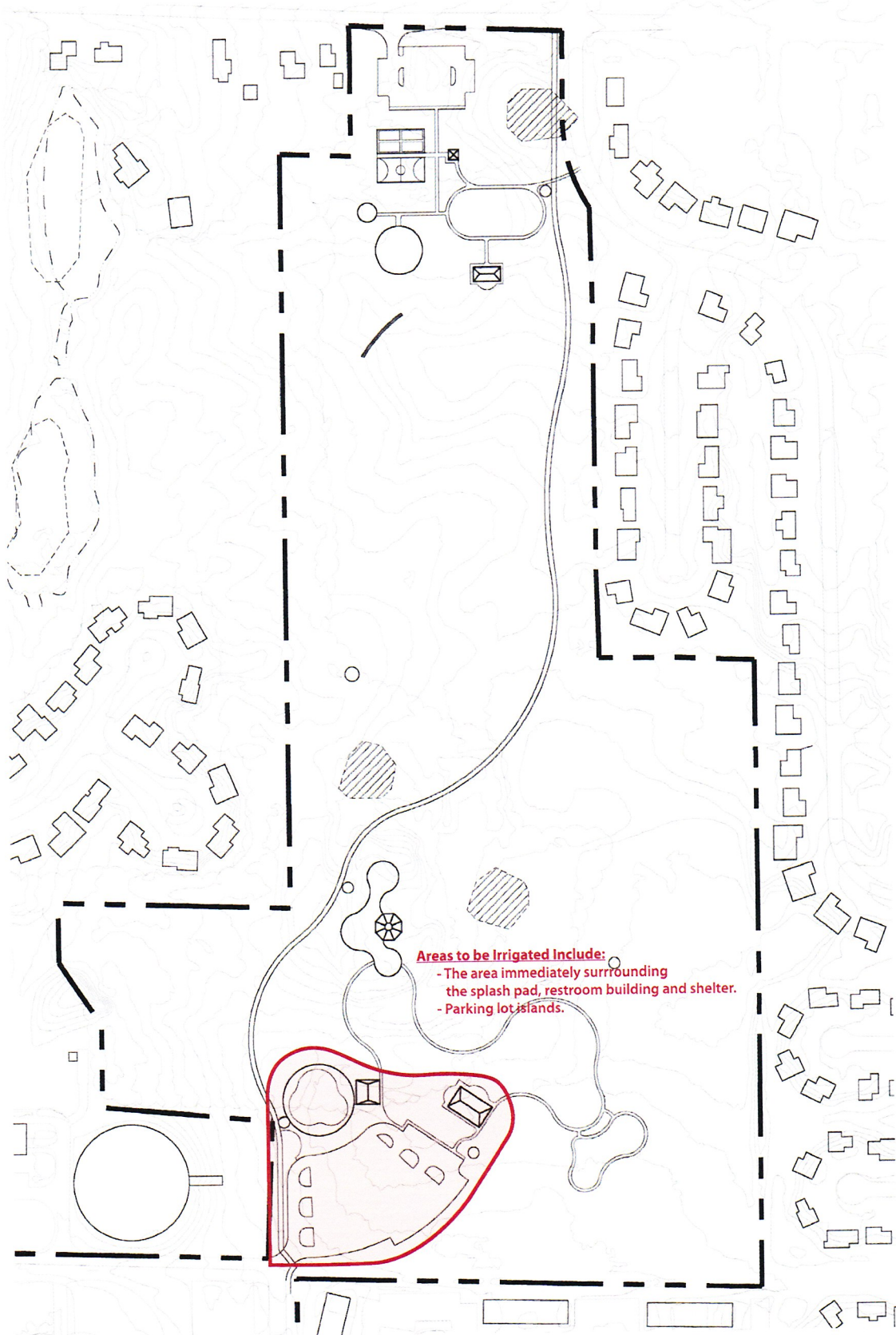
# Gezon Park Site Improvements - Phase 1

## Wetland Delineation



Johnson Hill  
Land Ethics  
Studio

# Attachment F



**Gezon Park Site Improvements - Phase 1**  
Extent of Irrigation



# Attachment G

City of Wyoming

Park Development Professional Services Basic Scope of Services

(to be used as a guide in developing proposals to perform such work, final inclusion to be determined by the city)

## **Design Development:**

Geotechnical Investigation and Recommendations  
Review Old Plans/Utility Plans (Water, Storm and Electric) from City  
Update Phase One Plan based upon Topographic Survey and verify Cost Estimate.

## **Construction / Bid Documents:**

Construction Plans  
Existing Conditions/ Removals  
Layout Plans  
Site Layout Plans  
Boardwalk and Trails Layout Plan  
Restroom and Shelter Layout Plans  
Sports Field/ Open Green Layout Plan  
Splashpad Layout Plan  
Walk Layout Plan  
Parking Layout Plan  
Grading and Drainage Plans  
Site Grading Plan  
Trails Grading Plan  
Shelter Grading and Drainage Plans  
Sports Field/ Open Green Space Grading and Drainage Plan  
Splashpad Grading Plan  
Walk Grading Plan  
Parking Grading and Drainage Plan  
Site Utility Plans  
Water Service Plans and Details  
Sanitary Service Plans and Details  
Electrical Service Plans and Details  
Site Lighting  
Restroom Electrical

## **Architectural Plans and Details (Restroom Building):**

Foundation Plans and Details  
Floor Plans  
Roof Plans and Details  
Framing Plans and Details  
Wall Sections and Details  
Plumbing Plans and Details  
HVAC Plans and Details  
Electrical Plans and Details

## **Construction Details:**

Walk Details  
Parking Details  
Shelter Details  
Site Amenities Details  
Splashpad Details  
Landscape Plans, Details and Irrigation  
Field Seeding Areas  
Plant Materials and Details  
Irrigation Plans and Details

## **Bid Proposal and Specifications:**

Invitation to Bid  
Contract General Conditions  
Contract Technical Specifications  
Contractor Qualifications Questionnaire  
Preparation of and use of City Bid Proposal Form  
Review Meetings with City staff

## **Bidding:**

Advertise  
Send Invitations to Contractor List  
Send Documents to Plan Rooms  
Bid Documents Distribution  
Answer Questions  
Distribute Agenda  
Review Bids – Recommend Award

## **Construction Administration and Observation:**

Pre-Construction Meeting  
Review Submittals and Shop Drawings  
Progress Meetings  
Construction Observation Field Reports  
Review and Certify Payment Applications  
Prepare Bulletins and Change Orders  
Prepare Punch List and Close Out Documents  
Primary Inspections Services  
On-Site inspections 3 days a week as well as any additional inspections needed for complete construction oversight





**CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.
2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.
3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.
4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional 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.** Professional represents and promises that:
  - A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.
  - B. 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 criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
  - C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
  - 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 Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Diversity and Inclusion.** Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).
7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.
8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a 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.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) an IRS W-9 form (available at [www.IRS.gov](http://www.IRS.gov)).
10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.
11. **Intellectual Property Guaranty.** Professional guarantees the sale or use of software, records or other intellectual property

provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

12. Taxes. The 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 expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

16. Professional Responsibility. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

17. Insurance.

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>PROFESSIONAL LIABILITY INSURANCE</b>

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

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

**ACKNOWLEDGEMENT**

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed Name and Title of Person Signing]

\_\_\_\_\_  
[Printed Name of Professional]

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

**Exhibit B**  
**Proposal**

February 26, 2020

Rebecca L. Rynbrandt, CPRP  
Director of Community Services  
City of Wyoming  
1155 28th Street  
Wyoming, MI 49509

**Proposal for Professional Services  
City of Wyoming Gezon Park Restroom Building**

Dear Rebecca,

Fishbeck is pleased to submit the following proposal for professional services.

## Statement of Understanding

The City of Wyoming wants to construct a new Restroom Building in Gezon Park. The new building will be a copy of the Restroom in Jackson Park, updated to meet the requirements of the 2015 Michigan Building Code.

## Scope of Services

Based on our understanding of the project, Fishbeck will provide the following services:

1. Construction Documents for the Restroom Building:

We will copy and update the Jackson Park restroom building drawings for use on the Gezon Park project. The building design and layout will remain the same. The drawings will be updated to incorporate all current building code requirements and update the foundation design in accordance with the City provided soil borings.

Fee for this service: Thirteen Thousand, Eight Hundred Fifty Dollars (\$13,850.00)

2. Bidding Assistance:

Fishbeck will support the Landscape Architect during bidding by providing the following services:

- a. Informing selected contractors that may choose to bid the project.
- b. Issuing addenda and clarifications, as required.
- c. Attending the pre-bid conference.
- d. Bids will be due at the City Clerk's office and opened at City Hall. We will be available to attend the bid opening if requested.
- e. Reviewing the bids.
- f. Recommending a contractor.

Fee for this service: Two Thousand Dollar (\$2,000)

### 3. Construction Administration Services:

During construction Fishbeck will provide construction administration services for the items within our scope. The following services will be included during this phase of the project:

- a. Observe the construction for conformance with the construction documents.
- b. Attend progress meetings on an as needed basis for the Restroom Building only.
- c. Review shop drawings.
- d. Review and approve applications for payment if requested.
- e. Issue bulletins and change orders, as required.
- f. Respond to requests for information/questions.
- g. Conduct a final inspection and prepare the punch list.
- h. Assist the City in the final closeout of the project.

Fee for this service: Eight Thousand Dollars (\$8,000)

Total Fee for all the services described above: Twenty-Three Thousand Eight Hundred Fifty Dollars (\$23,850)

## Work by Others, Exclusions and Assumptions

The following are not included in our scope of services:

1. Wetlands delineation, site layout, grading plan, site design details, and any wetlands permitting by the Landscape Architect.
2. All site utilities and extension to within five feet of the building are by the Landscape Architect. We will coordinate and show utility stub outs to five feet outside the building.
3. Splash pad design, irrigation, and drinking fountains are by the Landscape Architect. We will coordinate and show the power and plumbing service stub outs for the splash pad and irrigation system with the Landscape Architect.
4. Our proposal does not include any parking lots, play structures, pavilions, ramps, walks, or park retaining walls.
5. Preparing the City front end documents and coordinating the bidding is by the Landscape Architect.
6. The Restroom Building bidding and construction will be part of the overall park project managed by and coordinated by the Landscape Architect.
7. Geotechnical/soil borings will be provided by the City.
8. A site survey of the existing conditions, grade, and utilities will be provided by the City or Landscape Architect.
9. The building floor elevation will be determined by the Landscape Architect.
10. Environmental or hazardous materials surveys or abatement are not included.
11. We assume adequate soil bearing capacity is available to support the building and no deep caisson or piling design is required.

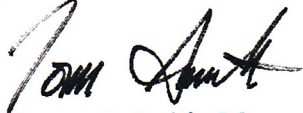
12. Instead of printing multiple bid sets of drawings for contractors we will submit CAD files to the Landscape Architect. We will provide drawings for the City.

## Project Schedule

We anticipate having the construction documents done and ready for bidding eight weeks or less from the date that we receive the geotechnical report, survey, and utility information. Bidding will take approximately three to four weeks.

If you have any questions or require additional information, please contact me at 616.464.3896 or [trsmith@fishbeck.com](mailto:trsmith@fishbeck.com).

Sincerely,



**Thomas R. Smith, RA**

Vice President/Senior Architect

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

RESOLUTION TO CONCUR WITH THE PURCHASE OF REPLACEMENT EQUIPMENT  
FOR THE VIDEO SURVEILLANCE SYSTEM AT PUBLIC WORKS

WHEREAS:

1. As detailed in the attached memorandum, it is recommended the City Council concur with the purchase of replacement equipment for the video surveillance system at Public Works in the total estimated amount of \$1,650.
2. Funds for the replacement equipment is available in account numbers 230-441-44300-978.000 and 662-441-58500-977.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the purchase of replacement equipment for the video surveillance system at Public Works in the total estimated amount of \$1,650.
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 20, 2020.

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

ATTACHMENT:  
Memorandum

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

**TO** Laura Jackson, Secretary II

**FROM** Pat Firestone, Director of Information Technology

**DATE** April 13, 2020

**SUBJECT** Council Resolution #26578 – Video Surveillance System – Public Works

On January 6<sup>th</sup>, 2020, the City Council approved resolution #26578 for a video surveillance system for the Public Works facility. One of the items specified in the bid, a critical piece of equipment that records the cameras, was discontinued during the approval process, and Avigilon’s replacement was proposed. The cost of the replacement equipment, which has a larger storage capacity than the equipment that was discontinued, is an additional cost of \$1,650.

It is requested that the approval of the additional funding for the replacement equipment be approved on the April 20<sup>th</sup>, 2020 City Council meeting.

##



CITY COUNCIL

Sheldon DeKryger    Dan Burrill    Kent Vanderwood    Marissa Postler    Robert Postema    Sam Bolt

**Jack A. Poll, Mayor**



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

RESOLUTION TO ACCEPT A PROPOSAL FROM SOLOMON DIVING, INC.  
TO PROVIDE UNDERWATER INSPECTION SERVICES AND  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, Solomon Diving Inc. has provided the City with a proposal to provide underwater inspection services of Wyoming's 66-inch diameter intake pipe, terminal structures, wet wells, and zebra mussel control chemical line in the total estimated amount of \$18,031.38.
2. Funds for the services are available in Water Treatment Plant account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from Solomon Diving Inc. to provide underwater inspection services.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 20, 2020.

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

ATTACHMENTS:

Staff Report

Proposal

City Standard Contract

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

**STAFF REPORT**

Date: April 7, 2020  
Subject: Intake Pipeline Inspection  
From: Dan Kleinheksel, Utility Maintenance Manager  
Date of Meeting: April 20, 2020

---

**RECOMMENDATION:**

It is recommended that the City Council accept the proposal from Solomon Diving in the amount of \$18,031.38 for underwater inspection services of Wyoming’s 66-inch diameter intake pipe, terminal structures, wet wells, and the zebra mussel control chemical line.

**COMMUNITY, SAFETY, STEWARDSHIP:**

Regular and proper upkeep of plant infrastructure contributes to their longevity and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Water Treatment Plant.

**DISCUSSION:**

Wyoming’s Water Treatment Plant is supplied with water from Lake Michigan. An intake pipeline extends almost a mile out into the lake and sits on the lake bottom in about 50 feet of water. In order to determine the overall condition of the system, annual inspections are conducted of the intake pipe, two terminal structures, two wet wells including sluice gates, and the zebra mussel control chemical line. Since we currently have no redundant intake pipeline, it is imperative that an annual inspection occur to ensure the system continues to function as designed.

Therefore, the two regional companies that are qualified to perform this type of work, Solomon Diving and Underwater Construction, were contacted for proposals. Both companies were provided the same scope of work and information to ensure fair, competitive proposals. Solomon Diving and Underwater Construction both submitted a proposal and they are as follows:

Solomon Diving Incorporated	\$18,031.38
Underwater Construction Corporation	\$32,670.00

Upon review of the proposal from Solomon Diving, it was found to meet the requirements presented in the scope of work and was also the lowest bid. Therefore, it is recommended that the City Council accept the proposal from Solomon Diving in the amount of \$18,031.38

**BUDGET IMPACT:**

Adequate funds exist in the Water Treatment Plant account #591-591-55300-930.000.



*Complete Underwater Service/Specialists*

March 25, 2020

City of Wyoming Water Treatment Plant  
1670 New Holland St.  
Holland, MI 49424

Attn: Dan Kleinheksel

This is a proposal for the services of Solomon Diving, Inc. to Dan Kleinheksel of the City of Wyoming Water Treatment Plant for the underwater inspection of the 66" raw water intake and adjacent structures, with video documentation, as requested in the RFQ received March 24, 2020.

Solomon Diving, Inc. will provide a multi-member dive team and all necessary dive equipment utilizing surface supplied air systems with voice communications in compliance with OSHA, MIOSHA, ADCI, and Solomon Diving, Inc. standards to perform this project.

Solomon Diving, Inc. will utilize a subcontractor to perform the interior inspection of the approximate 4400' of 66" intake conduit with an ROV.

Total Amount as Proposed

\$18,031.38

Thank You.

Sincerely,

Bret A. Solomon, President  
Solomon Diving, Inc.  
6450 Stadler Road  
Monroe, MI 48162  
734-242-4777

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

\*Prevailing wage rates are not represented in this proposal.

\*\*This proposal is valid for 30 calendar days from this date.

\*\*\*\*Payment Due Upon Invoice Receipt.

\*\*\*\*\*Accounts not paid within 30 calendar days of the invoice date will be charged a \$25.00 fee and 1 ½% interest compounded monthly.

**ALL DESIGNS AND/OR PROCEDURES PRESENTED BOTH VERBALLY AND WRITTEN FOR THIS PROJECT ARE THE PROPERTY OF SOLOMON DIVING, INC.**

CITY OF  
**Wyoming**  
MICHIGAN

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

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

"City" means: City of Wyoming  
A Michigan municipal corporation  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509

"Effective Date" means: April 6, 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 the Contractor's proposal attached as Exhibit B.

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

"Contractor" means: Solomon Diving  
[Name of contracting entity]  
A Corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
6450 Stadler Road  
[Contractor's street address]  
Monroe, MI 48162  
[Contractor's city, state & zip]

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. The City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph Contractor is complying with and will comply with the Standard Terms and Conditions. Waived or modified conditions are as follows:

NONE

[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

4. This is the only agreement between the parties regarding 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: \_\_\_\_\_, 2020

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

Solomon Diving Inc.  
[Contractor's name]

By: Bret A. Solomon  
[Signature officer, director or principal of Contractor]  
Bret A. Solomon President  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: April 6, 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 (the "City") is a party ("City Contract") unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or below, the party contracting with the 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 the 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 the 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. 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 criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project, Contractor and subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

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. "Sex" includes sexual orientation and gender identity or expression. "Gender identity or expression" means the perception by an individual or other person of the gender identity, appearance, behavior, or expression of the individual whether or not that gender identity, appearance, behavior, or expression is different from the gender identity, appearance, behavior, or expression traditionally associated with the sex assigned to the individual at birth. "Sexual orientation" means the term as defined by Michigan Civil Service Commission Rule 9-1. 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 that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the 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 the City except as already disclosed in writing to the City when submitting its proposal. Contractor will immediately notify the City of any change in this circumstance.

8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) 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](mailto: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 the City, defend all actions against the City or the City's officers or employees for any

alleged infringement of any intellectual property rights by reason of their sale or use as part of the 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. The 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 the 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, the 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 the 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 the 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 the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City as a result of Contractor's work under the City Contract. Contractor will reimburse the City for or pay in the City's stead costs the City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's work under the City Contract.

17. Insurance.

<p><b>COMMERCIAL GENERAL LIABILITY</b>  Minimal Limits:  \$1,000,000 Each Occurrence  \$1,000,000 Personal &amp; 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.</p>
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<p><b>AUTOMOBILE LIABILITY INSURANCE</b>  Minimal Limits (hired and non-owned automobile coverage):  \$1,000,000 per person      \$1,000,000 per occurrence</p>
<p><b>WORKERS' DISABILITY COMPENSATION</b>  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.</p>
<p><b>EXCESS/UMBRELLA INSURANCE</b>  Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).</p>
<p><b>ADDITIONAL INSUREDS</b>  If 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: the 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.</p>

If the City requests, Contractor will provide to the City Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City 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 the 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 the 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 the 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. The 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) the City is relying on them.

EXHIBIT B



*Complete Underwater Service/Specialists*

March 25, 2020

City of Wyoming Water Treatment Plant  
1670 New Holland St.  
Holland, MI 49424

Attn: Dan Kleinheksel

This is a proposal for the services of Solomon Diving, Inc. to Dan Kleinheksel of the City of Wyoming Water Treatment Plant for the underwater inspection of the 66" raw water intake and adjacent structures, with video documentation, as requested in the RFQ received March 24, 2020.

Solomon Diving, Inc. will provide a multi-member dive team and all necessary dive equipment utilizing surface supplied air systems with voice communications in compliance with OSHA, MIOSHA, ADCL, and Solomon Diving, Inc. standards to perform this project.

Solomon Diving, Inc. will utilize a subcontractor to perform the interior inspection of the approximate 4400' of 66" intake conduit with an ROV.

Total Amount as Proposed

\$18,031.38

Thank You.

Sincerely,

Bret A. Solomon, President  
Solomon Diving, Inc.  
6450 Stadler Road  
Monroe, MI 48162  
734-242-4777  
[www.solomondiving.com](http://www.solomondiving.com)

\*Prevailing wage rates are not represented in this proposal.

\*\*This proposal is valid for 30 calendar days from this date.

\*\*\*\*Payment Due Upon Invoice Receipt.

\*\*\*\*\*Accounts not paid within 30 calendar days of the invoice date will be charged a \$25.00 fee and 1 ½% interest compounded monthly.

**ALL DESIGNS AND/OR PROCEDURES PRESENTED BOTH VERBALLY AND WRITTEN FOR THIS PROJECT ARE THE PROPERTY OF SOLOMON DIVING, INC.**

Scope of Services: The City of Wyoming is requesting proposals for the 2020 inspection/assessment of the overall condition of the 66" intake system including the 3" chemical feed line and diffuser located in the intake cribs.

The system condition assessment shall include:

1. Inspection of the interior and exterior of both the North and South intake cribs.
2. Inspection of the lateral between the North and South intake cribs.
3. Inspection of the interior of the 4,400 ft of the 66-inch main intake pipeline from the intake cribs to the lakeshore pumping station.
4. Inspection of the North and South wet wells in the Low Service Building.
5. Inspection and condition assessment of all of the chemical feed line and diffuser system.
6. Assessment of Zebra Mussel growth and accumulation throughout the mentioned locations.
7. Inspection for the North and South sluice gates in the wet well in the Low Service Building.
8. Inspection and cleaning of the North and South sluice gates tracks in the wet well in the Low Service Building.
9. A remotely operated vehicle (ROV) may be utilized for the tunnel inspection. All other inspections will be done by a diver with Outland Technologies Underwater Camera system for color video recording.
10. Company will provide the City of Wyoming Water Treatment Plant with a comprehensive written report to include a DVD recording as submittals upon completion of the project.
11. Final payment will be processed upon completion of the project and any final inspections or reports inclusive of all requirements.
12. Project schedule requires all work to be completed within a two-week period (weather dependent) prior to June 1, 2020.

The City of Wyoming Water Treatment Plant will provide the following support to the previously stated services:

1. Operational support and red-tagging of equipment
2. Unrestricted access to the work area.
3. GPS coordinates for the location of the Lake Michigan Intake Structures.



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

RESOLUTION TO ACCEPT A QUOTE FROM SENTINEL TECHNOLOGIES  
FOR THE PURCHASE OF NETWORK SERVERS, STORAGE AND SWITCHES

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council accept a quote from Sentinel Technologies for the purchase of network servers, storage, and switches in the total estimated amount of \$51,875.
2. Funds for the purchase are budgeted in the General Fund Information Technology Capital Outlay account number 101-258-25800-984.017 and the General Fund Information Technology Computer Supplies account number 101-258-25800-740.200.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Sentinel Technologies for the purchase of network servers, storage and switches in the total estimated amount of \$51,875.
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 20, 2020.

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

ATTACHMENTS:

Staff Report  
Quote

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

## STAFF REPORT

Date: March 10, 2020  
Subject: Recommendation to Authorize Purchase of Network Servers and Switches  
From: Pat Firestone, Director of Information Technology  
Meeting Date: April 20, 2020

---

### **RECOMMENDATION:**

It is recommended that the City Council authorize acceptance of a quote for the purchase of network servers, storage, and switches, in the amount of \$51,875 from Sentinel Technologies.

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

By maintaining a program of scheduled routine replacement of information technology assets, the City reduces the risk of loss due to hardware failure, or reduced protection of information resources.

### **DISCUSSION:**

Two servers hosting the virtual computing environment at the Wyoming Department of Public Safety and a single server performing the same function at City Hall have reached the end of their planned service life of five years, as of December 2019. Four Cisco network switches in the Department of Public Safety facility reached the end of their planned service life of seven years in 2018. Staff recommends replacement of the three servers and four network switches to maintain functionality and stability.

The State of Michigan has entered into the NASPO ValuePoint REMC (REMC) contract with Hewlett Packard (HP), and the NASPO ValuePoint DataCom Michigan contract with Cisco. These contracts have been used in previous years for the purchase of network servers and communications equipment as allowed by charter section 2-257 - cooperative purchasing plans.

The Information Technology Department has engaged with Sentinel Technologies, a trusted vendor and authorized NASPO/REMC reseller, to establish an appropriate configuration of replacement servers and switches. Sentinel Technologies has provided the attached quote totaling \$51,875 which is \$11,184.76 below the State Contract pricing. Therefore, it is recommended that City Council waive the requirement to bid and authorize the purchase of the quoted items from Sentinel Technologies.

Installation of the new items will be performed by City staff.

### **BUDGET IMPACT:**

Adequate funding was planned in the fiscal 2020 budget as follows:

101-258-25800-984.017 - General Fund, Information Technology, Capital Outlay	\$50,000
101-258-25800-740.200 - General Fund, Information Technology, Computer Supplies	\$ 1,875



## APPENDIX A

Customer Name: City of Wyoming

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Street Address: 1155 28th Street S.W

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City, State, Zip: Wyoming, MI 49509

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The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Wyoming (Customer) with principal offices at 1155 28th Street S.W, Wyoming, MI 49509 is hereby amended to include the following:

Commencement Date \_\_\_\_\_ Agreement No. 001r1-CD \_\_\_\_\_ Addendum No. 007-CD \_\_\_\_\_

---

Hardware/Software only purchase of items listed in Appendix B. No installation or professional services provided.

With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.

CUSTOMER:  
City of Wyoming

Signature: \_\_\_\_\_

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

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

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

CONTRACTOR:  
Sentinel Technologies, Inc.

Signature: \_\_\_\_\_

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

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

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



## APPENDIX B

Customer Name: City of Wyoming

Street Address: 1155 28th Street S.W

City, State, Zip: Wyoming, MI 49509

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Wyoming (Customer) with principal offices at 1155 28th Street S.W, Wyoming, MI 49509 is hereby amended to include the following:

Commencement Date Agreement No. 001r1-CD Addendum No. 007-CD

### PROJECT SCHEDULE

Customer agrees to pay Contractor in accordance with the following schedule:

### **Server Upgrades**

#### **Hardware and Software**

		<b>Extended Price</b>
PD Host DL380G10	\$	23,624.00
City Hall DL380G10	\$	11,171.00
Cisco Switches	\$	17,080.00
<b>Hardware and Software Total</b>	<b>\$</b>	<b>51,875.00</b>

**TOTAL PROJECT** - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		<b>Extended Price</b>
Sentinel Hardware and Software	\$	51,875.00
<b>Project Total</b>	<b>\$</b>	<b>51,875.00</b>

\*Quote is valid until 04/09/2020

*Plus applicable tax, shipping & handling*



**PD Host DL380G10**

<b>PD Host DL380G10</b>			
<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Ext Price</b>
HPE ProLiant DL380 Gen10 Intel Xeon-G 5220 18-Core (2.20GHz 24.75MB L3 Cache) 256GB (8 x 32GB) PC4-2933Y RDIMM 8 x Hot Plug 2.5in Small Form Factor Smart Carrier Smart Array P408i-a NC SR No Optical 800W 3YR 24X7 Warranty			
DL380 GEN10 5220 1P 32G NC 8SFFSYST SVR	2	\$ 3,558.00	\$ 7,116.00
DL380 GEN10 XEON-G 5220 KIT CHIP	2	\$ 1,693.00	\$ 3,386.00
32GB 2RX4 PC4-2933Y-R SMART KITMEM	14	\$ 314.00	\$ 4,396.00
SMART ARRAY E208E-P SR GEN10 SYST CTRLR PL=SI	2	\$ 215.00	\$ 430.00
ILO ADV INCLUDE 3YR TS U ELTU ESD PL=4U	2	\$ 371.00	\$ 742.00
HP ETHERNET 1GB 4PORT 366T CPNT ADAPTER	2	\$ 310.00	\$ 620.00
2.0M EXT MINISAS HD TO MINISAS CABL CABLE	4	\$ 84.00	\$ 336.00
3YR 24X7 PROACTIVE CARE DL380 SVCS GEN10	2	\$ 3,153.00	\$ 6,306.00
10GBASE-CU SFP+ Cable 5 Meter	4	\$ 73.00	\$ 292.00
<b>Hardware Sub-Total:</b>			<b>\$ 23,624.00</b>

**City Hall DL380G10**

<b>City Hall DL380G10</b>			
<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Ext Price</b>
HPE ProLiant DL380 Gen10 Intel Xeon-G 5220 18-Core (2.20GHz 24.75MB L3 Cache) 32GB (1 x 32GB) PC4-2933Y RDIMM 8 x Hot Plug 2.5in Small Form Factor Smart Carrier Smart Array P408i-a NC SR No Optical 800W 3yr Next Business Day Warranty			
DL380 GEN10 5220 1P 32G NC 8SFFSYST SVR	1	\$ 3,558.00	\$ 3,558.00
DL380 GEN10 XEON-G 5220 KIT CHIP	1	\$ 1,693.00	\$ 1,693.00
32GB 2RX4 PC4-2933Y-R SMART KITMEM	15	\$ 314.00	\$ 4,710.00
SMART ARRAY E208E-P SR GEN10 SYST CTRLR PL=SI	1	\$ 215.00	\$ 215.00
ILO ADV INCLUDE 3YR TS U ELTU ESD PL=4U	1	\$ 371.00	\$ 371.00
HP ETHERNET 1GB 4PORT 366T CPNT ADAPTER	1	\$ 310.00	\$ 310.00
2.0M EXT MINISAS HD TO MINISAS CABL CABLE	2	\$ 84.00	\$ 168.00
10GBASE-CU SFP+ Cable 5 Meter	2	\$ 73.00	\$ 146.00
<b>Hardware Sub-Total:</b>			<b>\$ 11,171.00</b>



**Cisco Switches**

Cisco Switches			
Description	Qty	Unit Price	Ext Price
Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	1	\$ 3,856.00	\$ 3,856.00
AC Power cord, 16AWG	1	\$ -	\$ -
Catalyst 2960-X FlexStack Plus Stacking Module	1	\$ 553.00	\$ 553.00
Cisco FlexStack 1m stacking cable	1	\$ 45.00	\$ 45.00
Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base	1	\$ 3,179.00	\$ 3,179.00
AC Power cord, 16AWG	1	\$ -	\$ -
Catalyst 2960-X FlexStack Plus Stacking Module	1	\$ 553.00	\$ 553.00
Cisco FlexStack 1m stacking cable	1	\$ 45.00	\$ 45.00
Catalyst 9200L 24-port PoE+, 4 x 10G, Network Essentials	2	\$ 1,471.00	\$ 2,942.00
C9200L Network Essentials, 24-port license	2	\$ -	\$ -
600W AC Config 5 Power Supply - Secondary Power Supply	2	\$ 928.00	\$ 1,856.00
North America AC Type A Power Cable	4	\$ -	\$ -
C9200L Cisco DNA Essentials, 24-port Term license	2	\$ -	\$ -
Cisco Catalyst 9200L Stack Module	2	\$ 580.00	\$ 1,160.00
Catalyst 9200 Stack Module	4	\$ -	\$ -
50CM Type 4 Stacking Cable	2	\$ -	\$ -
Network Plug-n-Play Connect for zero-touch device deployment	2	\$ -	\$ -
SNTC-8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10 - 12 Months	1	\$ 480.00	\$ 480.00
SNTC-8X5XNBD Catalyst 2960-X 48 G - 12 Months	1	\$ 395.00	\$ 395.00
SNTC-8X5XNBD Catalyst 9200L 24-port PoE+, 4 x 10G, 36 Months	2	\$ 738.00	\$ 1,476.00
C9200L Cisco DNA Essentials, 24-port, 3 Year Term license	2	\$ 270.00	\$ 540.00
<b>Hardware Sub-Total:</b>			<b>\$ 17,080.00</b>

**Payment Terms:**

**Hardware/Software:** 50% at contract, balance upon delivery for staging or to Customer location, whichever occurs first.

**Maintenance:** Net 30 days.

The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.

For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.



All product return requests will be subject to Sentinel and/or manufacturer return policies. Customer will be responsible for restocking fees to cover any applicable shipping and handling costs.

**This quote is valid until 04 / 09 / 2020.**

CUSTOMER:  
City of Wyoming

Signature: \_\_\_\_\_

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

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

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

P.O. #: \_\_\_\_\_

*Confidential Information Property of Sentinel Technologies, Inc.*

CONTRACTOR:  
Sentinel Technologies, Inc.

Signature: \_\_\_\_\_

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

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

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

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

RESOLUTION TO EXTEND THE BID FOR  
CHEMICALS FOR THE CLEAN WATER PLANT

WHEREAS:

1. The City Council awarded the bid for chemicals for the Clean Water Plant on May 6, 2019 via Resolution number 26379.
2. As detailed in the attached staff report, four of the awarded bidders have offered to extend their current bid pricing and one bidder submitted a slight increase.
3. Funds for the chemicals are budgeted in Clean Water Plant account number 590-590-54300-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize extending the bid for chemicals as detailed in the attached staff report for the Clean Water Plant through June 30, 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 20, 2020.

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

ATTACHMENTS:

Staff Report

Letters/Quotes (5)

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



## STAFF REPORT

Date: April 8, 2020  
Subject: Clean Water Plant Chemicals  
From: Jon Burke, Clean Water Plant Superintendent  
Meeting Date: April 20, 2020

---

### RECOMMENDATION:

It is recommended that the current chemical suppliers be awarded extensions for water treatment chemicals to be used at the Clean Water Plant.

### COMMUNITY, SAFETY, STEWARDSHIP:

The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Proper and complete treatment of wastewater depends upon the responsible use of a small number of chemicals. The Clean Water Plant budgets annually for these materials, which can fluctuate in price.

### DISCUSSION:

Due to concerns over the current health climate across our country, it was decided that we would contact our current chemical suppliers and discuss extensions instead of taking formal bids. After review of the submitted information, I am recommending City Council approve the following extensions.

<b>Chemical</b>	<b>Recommended Bidder</b>	<b>Cost Delivered</b>
Sulfur Dioxide – used to remove the chlorine from the effluent flow as it leaves the plant.	Alexander Chemical Corporation	\$698.00 per ton <b>No Increase</b>
Sodium Hydroxide (bulk) – used in our odor control scrubbers.	Haviland Products Company	\$6,350.00 per 3,000 gal <b>No Increase</b>
Sodium Hydroxide (drum) – used in our odor control scrubbers.	Haviland Products Company	\$159.00 per 55 gal <b>No Increase</b>
Sulfuric Acid – used in our odor control scrubbers.	Haviland Products Company	\$4,475.00 per 2,500 gal <b>No Increase</b>
Muriatic Acid – used to clean the odor control scrubbers.	Alexander Chemical Corporation	\$48.69 per 148-lb drum <b>No Increase</b>
	Haviland Products Company	\$120.12 per 55-gallon drum <b>No Increase</b>

Ferric Chloride – used as a back up to our biological phosphorus removal process.	Kemira Water Solutions	\$589.00 per ton <b>No Increase</b>
Liquid Slurried Lime – used to prepare our sludge for land application.	Chemtrade Chemicals US LLC	\$142.00 per liquid ton <b>7% Increase</b>
Chlorine – used to disinfect the plant effluent.	Alexander Chemical Corporation	\$389.00 per ton <b>No Increase</b>
WY-23 Polymer	Hexagon Technologies, Inc.	\$1.68/pound <b>No Increase through December</b>

**BUDGET IMPACT:**

Adequate funding for these chemicals was budgeted in Clean Water Plant account number 590.590.54300.740.000.

April 8, 2020

Wyoming City Clerk's Office  
Wyoming City Hall  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509

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, 7/1/2020 through 6/30/2021. All pricing will be subject to the same terms and conditions as outlined in the 2019 bid.

Sulfur Dioxide	2,000 lb cylinder	\$698.00/cylinder
Muriatic Acid	15 gallon drum	\$48.69/drum
	55 gallon drum	\$129.85/drum
Chlorine	2,000 lb cylinder	\$389.00/cylinder

Wyoming - 16700 New Holland Street, Holland, MI  
2350 Ivanrest Ave. SW, Wyoming, MI

Please forward extension proposal to [bids@alexanderchemical.com](mailto:bids@alexanderchemical.com), and myself or Jennifer Young will execute and return to you.

Thank you,



Robert Davidson  
General Manager  
Alexander Chemical  
[robert.davidson@alexanderchemical.com](mailto:robert.davidson@alexanderchemical.com)  
800-348-8827 - Direct



## City Of Wyoming Quote

Caustic Soda 50% Liq NSF  
Item Code: H000373-DP55B  
55 gallon drum  
700lbs  
**\$159.00 per drum or \$0.2271/lb**  
\$35.00 deposit per drum  
\$5.00 washout fee

Muriatic Acid 20 deg  
Item Code: H002381-DP55B  
55 gallon drum  
532lbs  
**\$120.12 per drum or \$0.22.58/lb**  
\$35.00 deposit per drum  
\$5.00 washout fee

Bleach- Sodium Hypochlorite  
Item Code: H000196-DP55B  
55 gallon drum  
**\$120.12 per drum or \$2.184 per gallon**  
\$35.00 returnable drum deposit  
\$5.00 washout fee

Tetra Potassium Pyrophosphate  
Item Code: H000517-BG50L  
50.00lb bag  
**\$60.05 per bag**

Caustic Soda 50% Liq bulk-Tanker  
3,000 gallons volume  
**\$6,350**

Sulfuric Acid 66 deg bulk-tanker  
2,500 gallons Volume  
**\$4,475**

Customer: **City of Wyoming, MI**  
Contact: **John BURKE**  
Phone: **616.813.4618**  
Email: [burkej@wyomingmi.gov](mailto:burkej@wyomingmi.gov)

Date: **4/7/2020**  
Sold-to: **134434**  
Ship-to **134434**  
Account manager: **Melanie LEFEBVRE**

**Object: Price quotation for the supply and delivery of : PIX-311**

Dear Mr. John BURKE

Kemira is pleased to provide you pricing for the following:

<b>Material:</b>	<b>FERRIC CHLORIDE NSF 13.8%FE</b>	SAP# 42768
<b>Price:</b>	<b>\$589.00 / Dry TON</b>	, Delivered
<b>Minimum Quantity:</b>	<b>46,000 LB</b>	(9.2 Dry TONS) , Full truckload
<b>Validity:</b>	From <b>7/1/2020</b> to <b>6/30/2021</b>	
<b>Lead time:</b>	5 Business days	
<b>Payment term:</b>	Net thirty / Taxes Extra	

\* Pricing includes 1 1/2 hours for unloading upon arrival; additional demurrage (\$100/hr) may apply to accomodate Customer situation

\* Pricing includes delivery to customer site; additional freight and handling charges may apply for any returned or re-directed product.

\* An additional \$150 per order for split deliveries or special unloading requirements (package filling).

For all inquiries and / or orders, please contact us at:

### Customer service (orders & general request)

Phone 1-800-927-3950

Email [IW-customerservice@kemira.com](mailto:IW-customerservice@kemira.com)

Orders

[Inquiry.M&INA@kemira.com](mailto:Inquiry.M&INA@kemira.com)

General Inquiries

Thank you for working with Kemira.

**MELANIE LEFEBVRE**

ACCOUNT MANAGER  
INDUSTRY & WATER, Water, NA

phone +1 450 809 0183

mobile +1 514 229 7936

[melanie.lefebvre@kemira.com](mailto:melanie.lefebvre@kemira.com)



April 7, 2020

TO: Jon Burke  
Operations Supervisor  
Clean Water Plant  
City of Wyoming, MI 49418

RE: Contract Renewal Cal~Flo

Jon,

Per our conversation today concerning the current contract for Cal~Flo ending June 30, 2020. Current pricing is at \$132/T or \$0.066/lb. Due to a slight increase in our raw materials and a freight adjustment announced in January, Chemtrade would like to extend for 1 year asking for an increase of half a cent, this would equate to \$142/T or \$0.071/lb.

This new price would take effect July 1, 2020 and be firm through June 2021. Terms would remain the same at Net 30 days.

Chemtrade appreciates the opportunity for your business and looks forward to continuing our relationship. Please feel free to call should you have any questions or comments.

Thank you,

Robert Brandau  
Sales Manager Cal-Flo  
Chemtrade  
804-402-0755



# Hexagon Technologies, Inc.

P.O. Box 23163 • Louisville, Kentucky 40223 • (502) 429-8990 • Fax (502) 429-8911

April 7, 2020

Mr. Jon Burke  
Clean Water Plant Superintendent  
2350 Ivanrest Ave. SW  
Wyoming, MI 49418

Subject: Chemical Bid Extension for 2020

Dear Jon:

The City of Wyoming, MI has purchased **Hexafloc WY-23** polymer for many years and we continue to keep this in stock to meet your plant's needs. Looking ahead, we will be glad to honor the current price of \$1.68/lb. delivered for the remainder of 2020. As for 2021, we will have to reassess the situation in December with respect to our raw material and freight costs.

Please let us know if you need anything else.

Sincerely,

Raj Shah  
Technical Services Manager

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

RESOLUTION TO EXTEND THE BID FOR  
CHEMICALS FOR THE DRINKING WATER PLANT

WHEREAS:

1. The City Council awarded the bid for chemicals for the Drinking Water Plant on May 6, 2019 via Resolution number 26379.
2. As detailed in the attached staff report, all four of the awarded bidders have offered to extend their current bid pricing.
3. Funds for the chemicals are budgeted in Drinking Water Plant account number 591-591-55300-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize extending the bid for chemicals as detailed in the attached staff report for the Drinking Water Plant through June 30, 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 20, 2020.

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

ATTACHMENTS:

Staff Report

Letters (4)

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



## STAFF REPORT

Date: April 13, 2020  
Subject: Water Treatment Plant Annual Chemical Bids  
From: Robert Veneklasen, Water Plant Superintendent  
Meeting Date: April 20, 2020

---

### **RECOMMENDATION:**

I recommend the City accept the one-year extension of the current bid pricing for water treatment chemicals.

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

The purchase of water treatment chemicals ensures the proper treatment of the drinking water to ensure that all State and Federal requirements are met. The extension of the competitive pricing at current rates is in the best interest of the City.

### **DISCUSSION:**

Due to the current status of staffing at the City and at our chemical vendors the opportunity was presented to request an extension of our current bid prices for water treatment chemicals. We have extended the current bid price for sodium hypochlorite for the cooperative purchasing group for the same reasons. I have contacted the vendors for powdered activated carbon, tetrapotassium pyrophosphate, and polymer to request they consider an extension of the current bid pricing for the coming year. All four vendors have agreed to continue the current price structure for the coming year.

The pricing for water treatment chemicals is as follows:

Lignite powdered activated carbon – Cabot Norit Americas, Inc.	\$1,160.00 per ton
Coal powdered activated carbon – DONAU Carbon US, LLC	\$ 995.00 per ton
Tetrapotassium Pyrophosphate – Haviland Products Co.	\$ 60.05 per bag
Cationic Coagulant Aid Polymer – SNF-Polydyne	\$9,804.00 per 2000gal.
Cationic Dewatering Polymer – SNF-Polydyne	\$ 513.00 per barrel

### **BUDGET IMPACT:**

The water treatment chemicals and liquid polymers are purchased as required throughout the year with funds appropriately budgeted in account number 591-591-55300-740.000. The estimated cost of the chemicals listed above is expected to total approximately \$91,941.00.



**P:** +1 903 923 1000  
**F:** +1 903 938 9701  
**W:** cabotcorp.com

Cabot Norit Americas Inc.  
P.O. Box 790  
Marshall, TX 75671  
USA

April 7, 2020

Mr. Bob Veneklasen  
City of Wyoming

Via e-mail: [veneklasenr@wyomingmi.gov](mailto:veneklasenr@wyomingmi.gov)

RE: PAC Carbon Supply  
Renewal 2020 - 2021

Dear Mr. Veneklasen,

Cabot Norit Americas appreciates the City of Wyoming's interest in renewing your PAC Carbon Supply from the Water Treatment Chemical Bid on April 13, 2019. We are agreeable to extending the current pricing as shown below for Powdered Activated Carbon for another year through 6/30/2021.

**Pricing**

Item	2020-2021 Term Price
PAC Carbon HDB, 40,000 lb Bulk Delivery	\$ 0.58 per lb

Please contact me with any questions or if you would like to discuss. We appreciate your business and look forward to working with you over the next year!

Regards,

Cabot Norit Americas Inc.

Amber Lewis  
Inside Sales Assistant  
[Amber.lewis@cabotcorp.com](mailto:Amber.lewis@cabotcorp.com)  
Phone: 903.923.1046  
Fax: 903.923.1035



551 N. US Highway 41  
Dunnellon, Florida 34432  
P: 352.465.5959  
F: 352.465.0679

DONAU CARBON US LLC

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April 7, 2020

City Clerk's Office  
Wyoming City Hall  
City of Wyoming  
1155 28<sup>th</sup> St SW  
Wyoming MI 49509

**Regarding: 2020 Powdered Activated Carbon Contract Extension**

Dear Mr. Veneklasen,

Thank you for the phone call and email. Donau carbon understands the challenging times the world is having in response to the Covid-19 outbreak. We are happy to renew our current 2019 contract and extend into 2020 for the benefit of the City of Wyoming.

Please accept this letter as a renewal agreement notice. Should you need anything further please do not hesitate to call.

Regards,  
Brian Hacker  
Donau Carbon  
4070364-5151  
Brian.Hacker@Donau-Carbon.com



## City Of Wyoming Quote

Caustic Soda 50% Liq NSF  
Item Code: H000373-DP55B  
55 gallon drum  
700lbs  
**\$159.00 per drum or \$0.2271/lb**  
\$35.00 deposit per drum  
\$5.00 washout fee

Muriatic Acid 20 deg  
Item Code: H002381-DP55B  
55 gallon drum  
532lbs  
**\$120.12 per drum or \$0.22.58/lb**  
\$35.00 deposit per drum  
\$5.00 washout fee

Bleach- Sodium Hypochlorite  
Item Code: H000196-DP55B  
55 gallon drum  
**\$120.12 per drum or \$2.184 per gallon**  
\$35.00 returnable drum deposit  
\$5.00 washout fee

Tetra Potassium Pyrophosphate  
Item Code: H000517-BG50L  
50.00lb bag  
**\$60.05 per bag**

Caustic Soda 50% Liq bulk-Tanker  
3,000 gallons volume  
**\$6,350**

Sulfuric Acid 66 deg bulk-tanker  
2,500 gallons Volume  
**\$4,475**

April 13, 2020

Mr. Bob Veneklasen  
Superintendent  
City of Wyoming  
16700 New Holland Street Holland, MI 49424

SUBJECT: Contract Renewal Proposal – Liquid Polymers

Dear Mr. Veneklasen,

The subject Agreement between the City of Wyoming and Polydyne Inc. is set to expire on June 4, 2020. At this time, Polydyne Inc. would like to offer the City the option to renew this Agreement at the same pricing, terms and conditions for an additional year.

If agreeable, the products and pricing shall remain as follows:

Product	Unit Price	Package
CLARIFLOC™ C-308P	\$9,804.00 Per 2000 Gal. Shipment (\$0.57/Lb.)	LTL Liquid Bulk
CLARIFLOC™ C-6260	\$513.00 Per Drum (\$1.14/Lb.)	450 Lb. Drums

Renewal period shall be June 5, 2020 through June 4, 2021.

We thank you for your business and look forward to continuing our valued partnership. If this proposal is acceptable to the City, please send notification via email to [PolyBidDpt@snfhc.com](mailto:PolyBidDpt@snfhc.com). If you have any questions, please feel free to contact me at (313) 506-5755.

Sincerely,

*Eric W Butler*

Senior Technical Sales Representative

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

RESOLUTION TO AWARD THE BID FOR THE BURLINGAME  
WATER STORAGE TANKS REHABILITATION AND PAINTING AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, bids were received to perform the rehabilitation and repainting of the two 2-1/2 million gallon water storage tanks at the City's Burlingame site.
2. It is recommended the City Council accept the low bid received from Fedewa Inc. in the total estimated amount of \$1,444,999.
3. Funds for this project are budgeted in the Water Fund Capital Improvement account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the Burlingame water storage tank rehabilitation and painting to Fedewa Inc.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 20, 2020.

ATTACHMENTS:

- Staff Report
- Prein & Newhof Letter
- Tabulation Sheet
- Contract

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

## STAFF REPORT

Date: April 11, 2020  
Subject: Burlingame Water Storage Tank Rehabilitation and Painting  
From: Robert Veneklasen, Water Plant Superintendent  
Meeting Date: April 20, 2020

---

### **RECOMMENDATION:**

I recommend approval of Fedewa Inc., the lowest responsible bidder, to perform the rehabilitation and repainting of the two 2-1/2 million gallon water storage tanks at the City's Burlingame site.

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

Proper maintenance of the water storage tanks retains the drinking water quality and ensures safe and secure storage of the water. This makes certain that everyone in the City receives the best quality drinking water.

### **DISCUSSION:**

The 2017 Water System Reliability Study recommended the continued use of the Burlingame water storage tanks and pump station but indicated that rehabilitation and upgrades were necessary to achieve this outcome. It was pointed out that the Burlingame tanks, station, and equipment was the oldest in the water distribution system.

In November of 2018 the engineering design firm of Prein & Newhof was chosen to closely evaluate the two storage tanks and the pump station and develop project specifications for the needed improvements. The improvements were to be designed in two phases with the water storage tanks being the first phase, followed by replacement of the antiquated pump station. This approach was taken in order to retain use of the site during the summer months.

The two 2-1/2 million gallon ground storage tanks were closely inspected in November of 2019 resulting in creating bidding specifications for rehabilitation, improvements, and repainting. The request for competitive bids was published and released to the City's vendors and construction trade publications in February of 2020. Bids publicly opened on March 24, 2020 with six firms submitting bids as follows:

Fedewa Inc. -	\$ 1,444,999
V&T Painting -	\$ 1,499,900
L&T Painting -	\$ 1,545,000
LC United Painting -	\$ 1,597,500
George Kantoupes Painting Co. -	\$ 1,712,800
Classic Protective Coatings -	\$ 1,924,000

The bids received were evaluated by Prein & Newhof to make certain the required information was properly submitted and the bidders were qualified to perform the required work. It is their recommendation that the City select Fedewa Inc. Fedewa Inc. performed the recent repainting of the Gezon elevated water storage tank.

**BUDGET IMPACT:**

The project cost of \$1,444,999 is planned and budgeted in the Water Fund Capital Improvement budget account #591-591-57300-986.444.



April 2, 2020  
2180582

Mr. Robert Veneklasen  
City of Wyoming  
16700 New Holland Street  
Holland, MI 49424

RE: Burlingame Reservoir Rehabilitation

Dear Bob:

Please find enclosed for your use the bid tabulation for the subject project. Fedewa Inc. is low bidder in the amount of \$1,444,999.00. This amount includes a \$6,000 correction that adds an inspection fee that Fedewa, Inc. included in the Supplemental Information but left out of their total in the Bid Proposal form.

We confirmed that Fedewa, Inc. is comfortable with their bid. We also understand that Fedewa, Inc. successfully completed a similar project for a City of Wyoming 1,000,000 gallon elevated water storage tank. We recommend awarding the project to Fedewa, Inc.

If you have any questions, please contact our office.

Sincerely,

**Prein&Newhof**



Peter W. Brink, P.E.

Enclosures: Bid Tabulation

**Bid Tabulation**

Owner: City of Wyoming	1st	2nd	3rd	4th
Project Title:  Contract No. 2 - Burlingame Reservoir Rehabilitation	Fedewa Inc.	V&T Painting LLC	L&T Painting, Inc.	LC United Painting, Inc
Bid Date & Time: March 24, 2020 at 11:00 AM	Project #: 2180582			
<b>BID SUMMARY</b>				
Base Bid	\$1,444,999.00	\$1,499,900.00	\$1,545,000.00	\$1,597,500.00
<b>SUBCONTRACTORS</b>				
Painting	Self	Self	Self	Self
Tank Repairs	Rays Welding	Self	Self	Self
Electrical	DVT Electric	Vickery Contracting	Self	Self
<b>MAJOR EQUIPMENT</b>				
1 Tank Mixers (Section 46 41 49)				
Base Bid: Medora				
<b>SUPPLEMENTAL INFORMATION</b>				
<b>A Section 03 00 00</b>				
1. Splach Pad - 2	\$4,000.00	\$1,200.00	\$9,000.00	\$6,500.00
<b>B. Section 05 00 00</b>				
1. Sidewall Manway - 2	\$18,000.00	\$9,600.00	\$19,800.00	\$18,000.00
2. Fall Prevention Device - 2	\$2,000.00	\$5,000.00	\$17,400.00	\$6,500.00
3. Step-off Platform and Roof Handrail - 2	\$10,000.00	\$15,000.00	\$17,000.00	\$13,500.00
4. Overflow Pipe Discharge - 2	\$10,000.00	\$4,000.00	\$7,800.00	\$8,000.00
5. Roof Vent - 2	\$10,000.00	\$9,600.00	\$13,000.00	\$12,000.00
6. Cathodic Covers and Rigging Couplings - 56	\$10,000.00	\$4,000.00	\$8,400.00	\$5,000.00
7. Center Column Support - 2	\$50,000.00	\$20,000.00	\$56,000.00	\$68,000.00
8. Roof Stiffener Replacement - 10	\$20,000.00	\$20,000.00	\$38,000.00	\$34,000.00
Subtotal Section 05 00 00:	\$130,000.00	\$87,200.00	\$177,400.00	\$165,000.00
<b>C. Section 09 97 13</b>				
1. Exterior Repaint with Containment - East and West Reservoir	\$600,000.00	\$552,000.00	\$578,000.00	\$508,000.00
2. Wet Interior Repaint - East and West Reservoir Roof	\$332,000.00	\$497,000.00	\$424,000.00	\$574,000.00
3. Wet Interior Repaint - East and West Reservoir Side	\$300,000.00	\$307,000.00	\$264,000.00	\$274,000.00
4. Seam Sealer - Interior Roof - East and West Reservoir	\$5,000.00	\$8,000.00	\$18,600.00	\$9,000.00
5. Valve Chamber Piping - 1	\$5,000.00	\$4,000.00	\$12,000.00	\$11,000.00
6. Additional inspection fee	\$6,000.00	\$6,000.00	\$0.00	\$0.00
Subtotal Section 09 97 13	\$1,248,000.00 *	\$1,374,000.00 *	\$1,296,600.00	\$1,376,000.00
<b>D. Section 26 05 00</b>				
1. Electrical Panel - 2	\$20,000.00	\$5,000.00	\$14,000.00	\$16,000.00

**Bid Tabulation**

Owner: City of Wyoming	1st	2nd	3rd	4th
Project Title: Contract No. 2 - Burlingame Reservoir Rehabilitation	Fedewa Inc.	V&T Painting LLC	L&T Painting, Inc.	LC United Painting, Inc
Bid Date & Time: March 24, 2020 at 11:00 AM	Project #: 2180582			
<b>BID SUMMARY</b>				
Base Bid	\$1,444,999.00	\$1,499,900.00	\$1,545,000.00	\$1,597,500.00
E. Section 31 13 00				
1. Tree Removal and Trimming	\$2,000.00	\$2,500.00	\$18,000.00	\$6,000.00
F. Section 46 41 49				
1. Mixer - 2	\$40,999.00	\$30,000.00	\$30,000.00	\$28,000.00
<b>Total Schedule of Values Section</b>				
Section 03 00 00	\$4,000.00	\$1,200.00	\$9,000.00	\$6,500.00
Section 05 00 00	\$130,000.00	\$87,200.00	\$177,400.00	\$165,000.00
Section 09 97 13	\$1,248,000.00 *	\$1,374,000.00 *	\$1,296,600.00	\$1,376,000.00
Section 26 05 00	\$20,000.00	\$5,000.00	\$14,000.00	\$16,000.00
Section 31 13 00	\$2,000.00	\$2,500.00	\$18,000.00	\$6,000.00
Section 46 41 49	\$40,999.00	\$30,000.00	\$30,000.00	\$28,000.00
Project Total	\$1,444,999.00 *	\$1,499,900.00 *	\$1,545,000.00	\$1,597,500.00

\* - Corrected by Engineer

Owner: City of Wyoming	5th	6th
Project Title: Contract No. 2 - Burlingame Reservoir Rehabilitation	George Kantoupes Painting Co.	Classic Protective Coatings
Bid Date & Time: March 24, 2020 at 11:00 AM	Project #: 2180582	
<b>BID SUMMARY</b>		
Base Bid	\$1,712,800.00	\$1,924,000.00
<b>SUBCONTRACTORS</b>		
Painting	Self	Self
Tank Repairs	Self	Self
Electrical	Bazen Electric	Sibley Electric
<b>MAJOR EQUIPMENT</b>		
1 Tank Mixers (Section 46 41 49)		
Base Bid: Medora		
<b>SUPPLEMENTAL INFORMATION</b>		
A Section 03 00 00		
1. Splach Pad - 2	\$2,000.00	\$8,000.00
B. Section 05 00 00		
1. Sidewall Manway - 2	\$14,000.00	\$18,000.00
2. Fall Prevention Device - 2	\$8,000.00	\$4,000.00
3. Step-off Platform and Roof Handrail - 2	\$7,000.00	\$10,000.00
4. Overflow Pipe Discharge - 2	\$5,000.00	\$8,000.00
5. Roof Vent - 2	\$11,000.00	\$14,000.00
6. Cathodic Covers and Rigging Couplings - 56	\$6,500.00	\$8,400.00
7. Center Column Support - 2	\$68,000.00	\$40,000.00
8. Roof Stiffener Replacement - 10	\$30,000.00	\$20,000.00
Subtotal Section 05 00 00:	\$149,500.00	\$122,400.00
C. Section 09 97 13		
1. Exterior Repaint with Containment - East and West Reservoir	\$620,000.00	\$753,000.00
2. Wet Interior Repaint - East and West Reservoir Roof	\$560,000.00	\$568,600.00
3. Wet Interior Repaint - East and West Reservoir Side	\$315,000.00	\$418,000.00
4. Seam Sealer - Interior Roof - East and West Reservoir	\$16,000.00	\$6,000.00
5. Valve Chamber Piping - 1	\$3,500.00	\$8,000.00
6. Additional inspection fee	\$6,000.00	\$0.00
Subtotal Section 09 97 13	\$1,520,500.00 *	\$1,753,600.00
D. Section 26 05 00		
1. Electrical Panel - 2	\$9,500.00	\$6,000.00

Owner: City of Wyoming		5th  George Kantoupes Painting Co.	6th  Classic Protective Coatings
Project Title:  Contract No. 2 - Burlingame Reservoir Rehabilitation			
Bid Date & Time: March 24, 2020 at 11:00 AM	Project #: 2180582		
<b>BID SUMMARY</b>			
Base Bid		\$1,712,800.00	\$1,924,000.00
E. Section 31 13 00			
1. Tree Removal and Trimming		\$6,000.00	\$2,000.00
F. Section 46 41 49			
1. Mixer - 2		\$25,300.00	\$32,000.00
Total Schedule of Values Section			
Section 03 00 00		\$2,000.00	\$8,000.00
Section 05 00 00		\$149,500.00	\$122,400.00
Section 09 97 13		\$1,520,500.00	* \$1,753,600.00
Section 26 05 00		\$9,500.00	\$6,000.00
Section 31 13 00		\$6,000.00	\$2,000.00
Section 46 41 49		\$25,300.00	\$32,000.00
Project Total		\$1,712,800.00	* \$1,924,000.00

\* - Corrected by Engineer

CITY OF  
**Wyoming**  
MICHIGAN

**STANDARD CITY PROFESSIONAL SERVICES CONTRACT**  
CITY OF WYOMING, MICHIGAN  
(CONTRACT OVER \$8,500)

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

"City" means: City of Wyoming  
A Michigan municipal corporation  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: April 20, 2020

"Professional" means: Fedewa, Inc  
[Name of professional entity]

A S Corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]

4315 East M-79  
[Professional's street address]

Hastings, MI 49058  
[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: Burlingame Reservoir Rehabilitation  
[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]

TERMS AND CONDITIONS

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

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:

None  
[Identify those the City Attorney have agreed may be waived or write "None,"

4. This is the only agreement between the parties regarding the Services that are 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 Professional.

The City and Professional 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: \_\_\_\_\_, 20\_\_

Approved as to form:

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

Fedewa Inc.  
[Professional's name]

By: Carl Fedewa - Pres.  
[Signature officer, director or principal of Professional]

Carl Fedewa - Pres  
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 4-13, 2020

Exhibit A  
CITY OF  
**Wyoming**  
MICHIGAN

**CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.

2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.

4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional 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.** Professional represents and promises that:

A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.

B. Neither Professional 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 the City Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding the City Contract had one or more public transactions (federal, state or local) terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

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

E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

6. **Diversity and Inclusion.** Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).

7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.

8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a 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.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) an IRS W-9 form (available at [www.irs.gov](http://www.irs.gov)).

10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the

Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.

11. Intellectual Property Guaranty. Professional guarantees the sale or use of software, records or other intellectual property provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

12. Taxes. The 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 expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

16. Professional Responsibility. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

17. Insurance.

<p><b>COMMERCIAL GENERAL LIABILITY</b></p> <p>Minimal Limits:            \$1,000,000 Each Occurrence Limit            \$2,000,000 General Aggregate Limit</p> <p>Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.</p>
<p><b>AUTOMOBILE LIABILITY INSURANCE</b></p>

<p>Minimal Limits (hired and non-owned automobile coverage):            \$1,000,000 per person            \$1,000,000 per occurrence</p>
<p><b>WORKERS' DISABILITY COMPENSATION</b></p> <p>Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.</p>
<p><b>PROFESSIONAL LIABILITY INSURANCE</b></p> <p>Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.</p>
<p><b>EXCESS/UMBRELLA INSURANCE</b></p> <p>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 used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).</p>

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

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

**ACKNOWLEDGEMENT**

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.

\_\_\_\_\_  
 [Signature] *Carl Fedewa - Pres*

\_\_\_\_\_  
 [Printed Name and Title of Person Signing] Carl Fedewa - Pres

\_\_\_\_\_  
 [Printed Name of Professional] Fedewa Inc

Date signed: 4-13-2020



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

RESOLUTION TO AWARD THE BID FOR THE PURCHASE AND INSTALLATION  
OF A 24" BALL VALVE AT THE WATER TREATMENT PLANT  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, bids were received for the purchase and installation of a 24" ball valve at the Water Treatment Plant.
2. It is recommended the City Council accept the low bid received from Franklin Holwerda Company in the total estimated amount of \$95,550.
3. Funds for this project are available in the Water Treatment Plant account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the purchase and installation of a 24" ball valve at the Water Treatment Plant to Franklin Holwerda Company.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 20, 2020.

ATTACHMENTS:  
Staff Report  
Tabulation Sheet  
Contract

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

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

## STAFF REPORT

Date: April 13, 2020  
Subject: Purchase and Installation of a Ball Valve  
From: Dan Kleinheksel, Utility Maintenance Manager  
Date of Meeting: April 20, 2020

---

### RECOMMENDATION:

It is recommended that the City Council award the bid proposal as provided by Franklin Holwerda Company in the amount of \$95,550.00 for the purchase and installation of a 24" ball valve at the Water Treatment Plant.

### 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 Water Treatment Plant.

### DISCUSSION:

The Water Treatment Plant houses ten high service pumps that pump clean, safe drinking water approximately twenty-six miles through various piping and valving to supply many wholesale customers and the City of Wyoming. At the start of the pumping process, water flows through a common discharge header containing many large ball valves. One such valve is the discharge header isolation valve and it is in need of replacement due to water leakage. This 24" ball valve is critical for the supply of water because when operating correctly, it allows for repair of high service pumps while continuing to operate other high service pumps. Currently, all the high service pumps need to be shut down and supply interrupted to perform pump repairs due to this valve leakage. Hence, the need for a discharge isolation valve with no leakage is vital to the operation and maintenance of the WTP.

The work previously stated was competitively bid with specifications sent to twenty requesting companies and made available via the City's web site. A pre-bid meeting was held at the Water Treatment Plant on Wednesday, March 4, and three qualified companies made site visits to review the valve replacement project. On Tuesday, March 24, bids from the three companies that made site visits were received and are as follows:

Allied Mechanical Services Inc	\$135,300.00
DHE Plumbing & Mechanical	\$134,400.00
Franklin Holwerda Company	\$95,550.00

Upon review of the bid documents received, Franklin Holwerda Company was found to meet the necessary bid specifications and was also the lowest bid. Therefore, it is recommended the City Council approve Franklin Holwerda's bid for the amount of \$95,550.00.

### BUDGET IMPACT:

Adequate funds exist in the Water Treatment Plant account #591-591-57300-986.444.

# City of **Wyoming** Michigan

Tabulation of Bids	
1820 - Purchase and Installation of a Ball Valve	
Opened by the City Attorney on March 24, 2020 at 11:00 AM O'Clock	
Allied Mechanical Services Inc	\$135,300.00
DHE Plumbing & Mechanical	\$134,400.00
Franklin Holwerda Company	\$95,550.00

CITY OF  
**Wyoming**  
MICHIGAN

**BALL VALVE CONTRACT**

This Ball Valve Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> Stt SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and Franklin Holwerda Company, a Michigan corporation of 2509 29<sup>th</sup> St SW, Wyoming, MI 49519 ("Contractor").

RECITALS

City requested bids/proposals for this contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of March 24, 2020, and related required materials, included a Mueller 2-year limited warranty (the "Bid") that was selected by City

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

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

TERMS AND CONDITIONS

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

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

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

**CITY OF WYOMING**

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

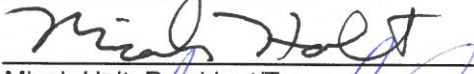
By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

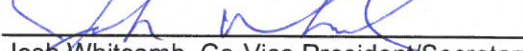
Date signed: April \_\_, 2020

Approved as to form:

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

**FRANKLIN HOLWERDA COMPANY**

By:   
\_\_\_\_\_  
Micah Holt, President/Treasurer

By:   
\_\_\_\_\_  
Josh Whitcomb, Co-Vice President/Secretary

Date signed: April 13, 2020

ORDINANCE NO. 5-20

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF THE CITY  
OF WYOMING BY ADDING SUBSECTION (123) TO REZONE  
135 AND 137 36TH ST SE FROM R-3, RO-1 AND P-1 TO R-4

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is amended by adding subsection (123) to read as follows:

- (123) To rezone the following described property at 135 and 137 36<sup>th</sup> St SE from R-3 Residential, RO-1 Restricted Office, and P-1 Parking to R-4 Residential.

DESCRIPTION:

PARCEL 1:

LOT 40, HALE'S PLAT, SECTION 18, PARIS TOWNSHIP (NOW CITY OF WYOMING), KENT COUNTY, MICHIGAN, AS RECORDED IN LIBER 29 OF PLATS, PAGE 10.

PARCEL 2:

LOTS 35, 36, 37, 38, AND 39, HALE'S PLAT, SECTION 18, PARIS TOWNSHIP (NOW CITY OF WYOMING), KENT COUNTY, MICHIGAN, AS RECORDED IN LIBER 29 OF PLATS, PAGE 10.

Section 2. This ordinance shall take effect on \_\_\_\_\_, 2020.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on \_\_\_\_\_, 2020.

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

January 28, 2020

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request to grant a rezone from R-3, RO-1 and P-1 to R-4 at 135 and 137 36th Street SE (Section 18) (Linc Up)

Recommendation: To grant the subject rezoning request.

Dear Ms. VandenBerg,

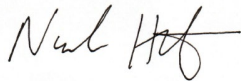
The above referenced request was reviewed by the Wyoming Planning Commission at their regular meeting on January 21, 2020. A motion was made by Weller, supported by Goodheart, to recommend to City Council approval of the request for a rezone to R-4. The motion passed following discussion.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find a general summary of the proposed project.

The petitioner proposes to rezone a vacant lot currently owned by the Godwin Heights school district to R-4 to permit the construction of 12 townhomes. The property sits on the end of a block adjacent to R-3 residential uses.

Three residents spoke in opposition at the public hearing. Please refer to the Planning Commission minutes for a detailed summary of the comments received.

Respectfully submitted,



Nicole Hofert, City Planner  
Department of Community Services

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



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

**Jack A. Poll, Mayor**



## LINC Up Wyoming Townhomes Narrative

LINC Up Nonprofit Housing Corporation proposes to develop up to 12 attached single family units on a one-acre site at 135 & 137 36<sup>th</sup> Street SE. LINC Up has a purchase agreement with Godwin Heights Public Schools contingent upon meeting the City approvals to construct single family attached housing on the site. LINC Up is submitting a request for rezoning from Commercial /Parking to R-4 to accommodate the proposed site plan as well as a request for Non-use Variance from the Zoning Board of Appeals.

The site would be developed as a site condominium with zero lot line units in two phases. The first phase of six (6) townhouse units is proposed for the north side of the site, facing Wexford Street SE. Each two-story townhouse would contain 3 bedrooms, two and a half baths and a detached garage behind the unit. Homes would be finished with high quality cabinets, hard-surface countertops and LVT consistent with other units in the market. The detached garage would exit to a private drive entering and exiting onto Jefferson Avenue SE. The project would be designed to meet LEED for HOME certification.

Development timeline: The property is currently under site control contingent upon rezoning and meeting County HOME environmental program requirements. The proposed timeline is submission of rezoning and requests for variances in December. Plans and specifications for the homes would be developed and submitted to City of Wyoming for review in February. Upon approval of zoning, variances, and building permits the target construction start date is April 2020 with a 10-12 month construction schedule for phase one including obtaining permits, staking for excavation, complete to certificates of occupancy. The site condominium will be developed by an entity of LINC Up Nonprofit Housing Corporation.

LINC Up has a commitment of HOME Funds from Kent County Community Action Agency to construct Phase 1, which requires that all the homes be for sale to homebuyers at or below 80% Area Median Income. Construction financing will be provided by a private lender.

The project meets community goals for additional affordable single family home ownership options in Wyoming. According to the Grand Rapids Association of REALTORS® statistics, the average sale price of single family homes in Kent County for 2019 is \$246,484 which is beyond the reach of low income households. The average days on market for single family homes is currently 24 days for sold homes to date in 2019.

The inventory of single family homes for sale has been at a low point for the past three years at 1.7 months. The low inventory creates an upward pressure on home sales prices. An initial analysis suggests a sales price of \$139,000 which is affordable to households earning between 60-80% Area Median Income. A recapture provision based on HOME regulations will be utilized to ensure affordability at the sale of the home.

To date the community has highly supported the project. This involvement has been limited to representatives of the City of Wyoming Planning and Community Development staff and speaking with Godwin Heights staff, the owner of the parcel. LINC Up will reach out to neighbors with the proposed design and hold an informational meeting to inform the community of the proposed project.





LINC UP

1167 Madison SE  
Grand Rapids, MI 49507

April 10, 2020

The following letter outlines the community engagement activities implemented by LINC UP for the Godwin Heights Townhomes project. LINC UP is committed to ensuring that residents are informed and engaged in a transparent engagement process that takes into consideration the ideas and desires of the community.

The **Community Engagement** process for LINC UP began with distributing flyers on February 11 and February 14 in neighborhoods and at local businesses near the planned project site. The flyers served as an invitation for residents to attend the first community meeting planned for February 18. LINC UP Community Liaisons emailed stakeholders one week before the meeting to confirm that they were made aware of the meeting in addition to distributing flyers. The first **community meeting** took place on February 18 at Godwin Heights Middle School. 30 community members and 4 LINC UP Staff attended the meeting. Several residents expressed interest in purchasing the townhomes in calls and emails following the meeting.

On February 24, attendees and stakeholders were emailed a **meeting recap** that included the project description, community questions, answers and concerns, and next steps. The meeting recap included responses to questions and concerns as well as notice of the Wyoming City Council Meeting held on March 2. At the March 2 meeting, a LINC UP Community Liaison shared business cards and held brief conversations with those who shared concerns during public comment after the conclusion of the meeting.

After the March 2 Council meeting, LINC UP attempted to schedule a follow-up community meeting before the **March 17** meeting. We worked with Dawn at Community CRC and Cindy of Godwin Heights Public Schools to identify a location but were not able to confirm a space in time to publicize the meeting. Alternatively, LINC UP created a **fact sheet** addressing comments made at the March 2 meeting and distributed them within the same neighborhoods near the project site. Due to the COVID-19 pandemic, our plan to attend the March 17 meeting to highlight our engagement efforts and facts regarding the project were moved to April 20.

In addition to this letter, we have attached several documents that further outline our Community Engagement efforts in greater detail.

# Godwin Townhomes Community Meeting

**LINC UP INVITES YOU TO A  
COMMUNITY MEETING!**

**GODWIN MIDDLE SCHOOL CAFETERIA  
100 WEXFORD ST SE, WYOMING, MI 49548  
TUESDAY, FEBRUARY 18 | 5:30PM-7:30PM**

**COME LEARN ABOUT THE NEW  
TOWNHOMES COMING TO THE GODWIN HEIGHTS AREAS!**



**L I N C U P™**



# Godwin Townhomes Junta Comunitaria

**¡LINC UP LE INVITA A UNA  
JUNTA COMUNITARIA!**

**GODWIN MIDDLE SCHOOL CAFETERIA  
100 WEXFORD ST SE, WYOMING, MI 49548  
MARTES 18 DE FEBRERO | 5:30 PM-7:30PM**

**¡VENGA A CONOCER LAS NUEVAS CASAS ASEQUIBLES  
ESTILO TOWNHOMES QUE TRAEREMOS A EL VECINDARIO  
DE GODWIN HEIGHTS!**



**L I N C U P™**





## Godwin Heights Townhomes Community Meeting Recap

On February 18, 2020, LINC UP hosted the first Community Meeting for The Godwin Heights Townhomes Project. We believe in being transparent in our process and will be sharing project updates and community meeting recaps to ensure that understood what we heard from the community and gain additional feedback. **The recap sections include Project Details, Community Questions, Concerns, and Responses, and Next Steps.** If you have questions about the project or would like to share more feedback, please contact Mario at [mario@lincrev.org](mailto:mario@lincrev.org) or visit [lincup.org/current-projects](http://lincup.org/current-projects).

### Project Updates

This project would bring twelve 3 bedroom 2.5 bath townhomes for purchase at federally regulated affordable housing rates to the Godwin community. Each unit will have an individual yard and detached garage for parking. Affordable home ownership is an important component for creating stability and generational wealth in neighborhoods. These townhomes would likely sell for around 135k – 155K, considerably lower than the projects currently selling for 230K and up in the Wyoming area.

### Next Steps

At each stage of the process, LINC UP commits to publicly sharing the next steps of the process. The number of items on the next step process is determined by scheduled meetings and events that will take place.

- Rezoning Approval at Wyoming City Commission Meeting on March 2nd. The meeting is at 7:00pm.

### Note for the Community Garden

LINC UP recognizes that the community garden may be important to the Godwin Heights Community and we will work with the community to identify a solution if necessary.

### Community Questions, Concerns & Responses

**Concern:** How much community engagement has been done for the project?

**Response:** LINC UP has attended public Wyoming City Commission meetings and the City of Wyoming sent out mailers prior to our initial meeting. Our community outreach and engagement process with this initial meeting. We will continue to host community meetings and attend the Wyoming City Commission meetings throughout the development process.

**Question:** Will these be rental properties or for purchase?

**Answer:** Townhomes will be For Sale, Affordable Townhomes

**Question:** Can Section 8 be used to Purchase the properties?

**Answer:** No, but you can contact the Housing Choice Voucher (HCV) homeownership program to learn of alternative resources if you are interested in buying one of the townhomes.

**Question:** Will the townhomes impact traffic and parking, specifically on Wexford St. during peak school hours?

**Answer:** Each townhome has an individual detached garage. Godwin Heights Public School has created a solution for Teacher Parking. We are working with the city planner to identify additional solutions.





## **Godwin Heights Townhomes Fact Sheet**

LINC UP has a project coming to the Godwin Heights Neighborhood in Wyoming! We are committed to engaging the community and sharing information regarding our development projects. Below you will find the details for the Godwin Heights Townhomes project.

### **PROJECT DETAILS**

- 12 Townhomes Will be Built in 2 Phases
- The Townhomes will be For Sale
- The Townhomes will not be for rent
- Condominium Association Formed for Project
- Priced between \$135,000 and \$155,000
- Purchase Agreement Made between LINC UP and Godwin Heights Public Schools
- Project developed in partnership with Kent County's HOME Program which provides funds for the new construction of single-family units that are for sale to low and moderate income families

### **UNIT DESIGN**

- 3-bedroom 2.5 bath
- Ready to finish basement
- Washer and Dryer Hookup
- One-Stall Detached Garage & space for uncovered parking
- Fenced-In Backyard Space
- Shared Drive off Jefferson between Wexford & 36th Street

Interested in learning more? Visit [lincup.org/current-projects](http://lincup.org/current-projects)  
Contact Mario at [Mario@linvrev.org](mailto:Mario@linvrev.org) or 616-451-9140



36th Street Elevation



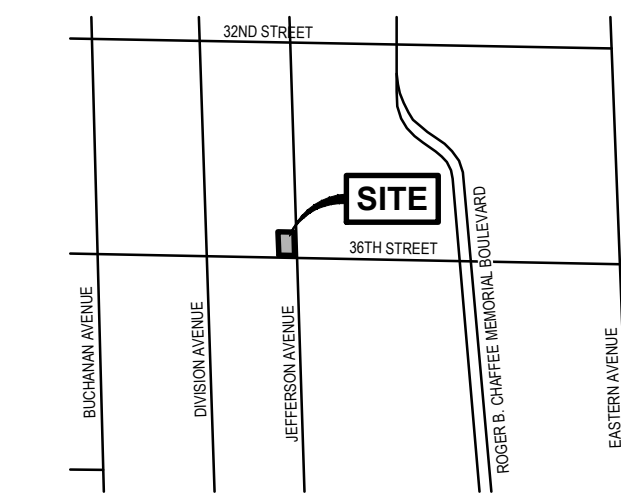
Perspective



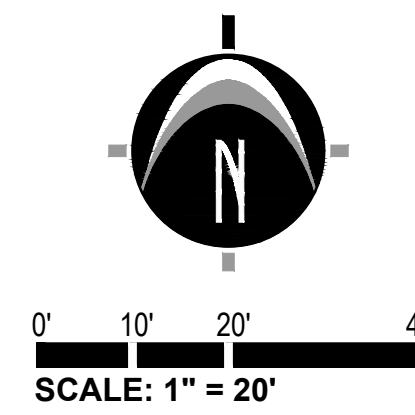
Wexford Street Elevation

**PREPARED FOR:**  
 LINC Communities Revitalization Inc.  
 Stephanie Gingerich  
 1167 Madison Avenue SE  
 Suite 101  
 Grand Rapids, MI 49507-1200

**REVISIONS:**  
 Title: City Planning Commission Submittal  
 Drawn: BEM Checked: CAA Date: 12.19.19

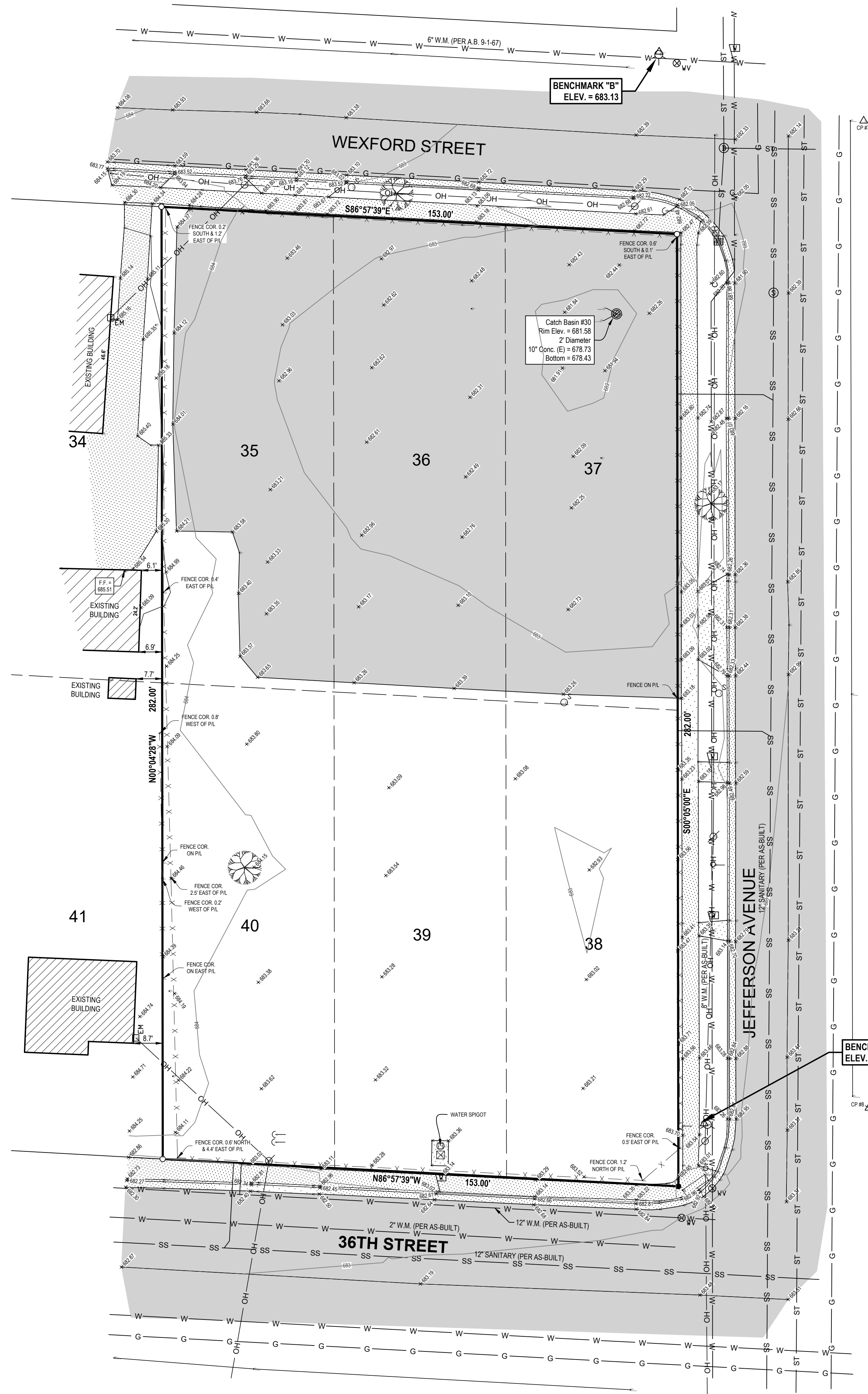


**LOCATION MAP**  
 NOT TO SCALE



**LEGEND**

	Benchmark
	Catch Basin - Round
	Catch Basin - Square
	Culvert
	Deciduous Tree
	Electric Meter
	Guy Anchor
	Hydrant
	Iron - Set
	Iron - Found
	Miss Dig Flag - Water
	Manhole
	Sign
	Utility Pole
	Water Valve
	Cable TV
	Electric
	Fiber Optic
	Gas
	Overhead Utility
	Sanitary
	Storm
	Telephone
	Watermain
	Fence
	Asphalt
	Concrete
	Existing Building



**BENCHMARKS**

**BENCHMARK "A"** ELEV. = 684.88 (NAVD88)  
 Set benchmark on Northwest flange bolt to hydrant located ±25' West of centerline of Jefferson Avenue and ±51' North of centerline of 36th Street, 1.2' above ground level.

**BENCHMARK "B"** ELEV. = 683.13 (NAVD88)  
 Set benchmark on Northwest flange bolt to hydrant located ±25' North of centerline of Wexford Street and ±38' West of centerline of Jefferson Avenue, 0.7' above ground level.

**TITLE DESCRIPTION**

Parcel 1:  
 Lot 40, Hale's Plat, Section 18, Paris Township (Now City of Wyoming), Kent County, Michigan, as recorded in Liber 29 of Plats, Page 10.

Parcel 2:  
 Lots 35, 36, 37, 38, and 39, Hale's Plat, Section 18, Paris Township (Now City of Wyoming), Kent County, Michigan, as recorded in Liber 29 of Plats, Page 10.

**SCHEDULE B - SECTION II NOTES**

- 1) Easement granted to Consumers Energy Company dated August 17, 1928 and recorded July 6, 1931 in Liber 56 of Miscellaneous Records, Page 431. The easement described in this document is a blanket easement over Lot 36, Hale's Plat.
- 1) Easement granted to Consumers Energy Company dated August 16, 1928 and recorded July 31, 1931 in Liber 57 of Miscellaneous Records, Page 231. The easement described in this document is a blanket easement over Lot 35, Hale's Plat.

**SURVEYOR'S NOTES**

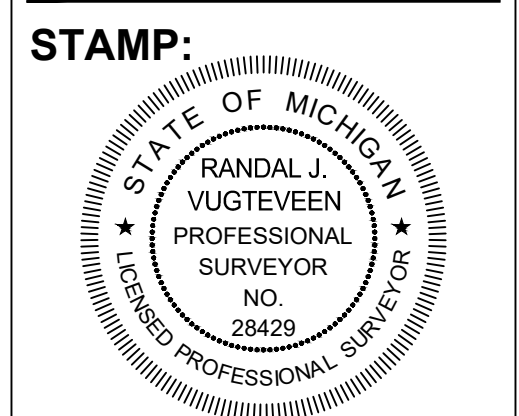
- 1) Flood Zone Classification: An examination of the National Flood Insurance Program's Flood Insurance Rate Map for Community Number 260111, Panel Number 0015C, Revised Date of February 5, 1992, shows this parcel to be located in Zone "X".
- 2) Utility locations are derived from actual measurements or available records. They should not be interpreted to be exact locations nor should it be assumed that they are the only utilities in the area.
- 3) NOTE TO CONTRACTORS: 3 (THREE) WORKING DAYS BEFORE YOU DIG, CALL MISS DIG AT TOLL FREE 1-800-482-7171 FOR UTILITY LOCATIONS ON THE GROUND.

**811 Know what's below. CALL before you dig.**

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NOTE:  
 EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANS" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

**WYOMING TOWNHOMES**  
 Existing Site Conditions Plan  
 PART OF SECTION 18, T8N, R11W,  
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

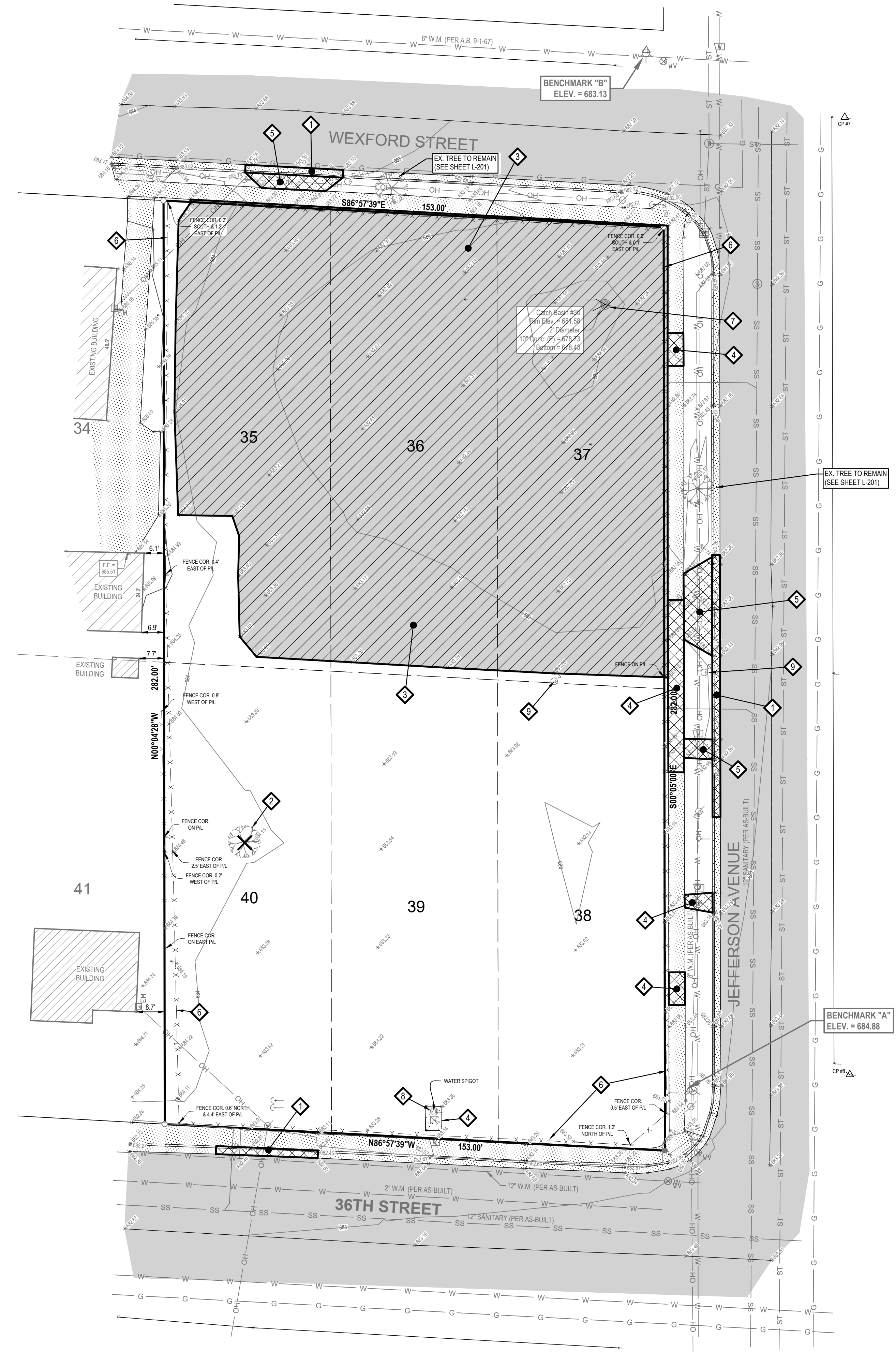
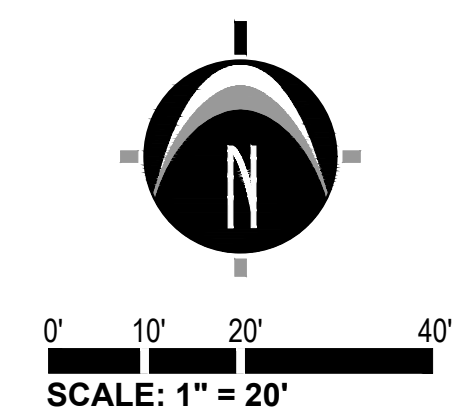
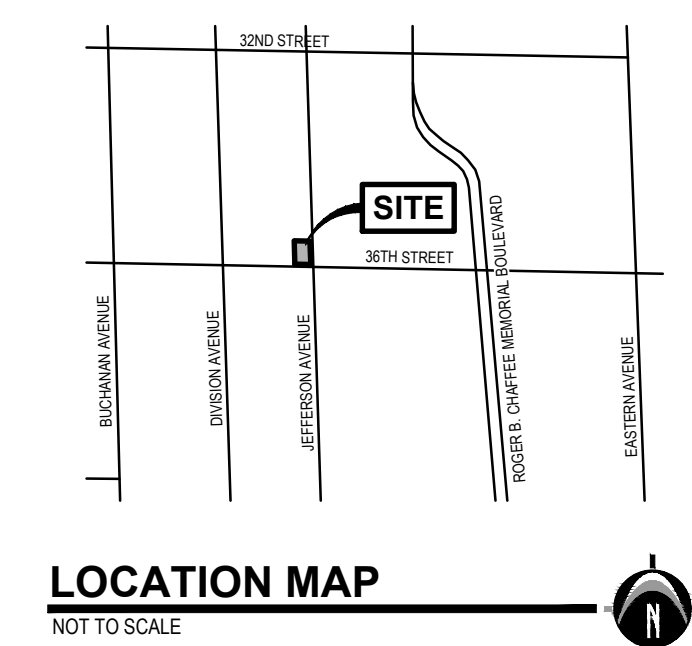


**PROJECT NO:**  
 19401219

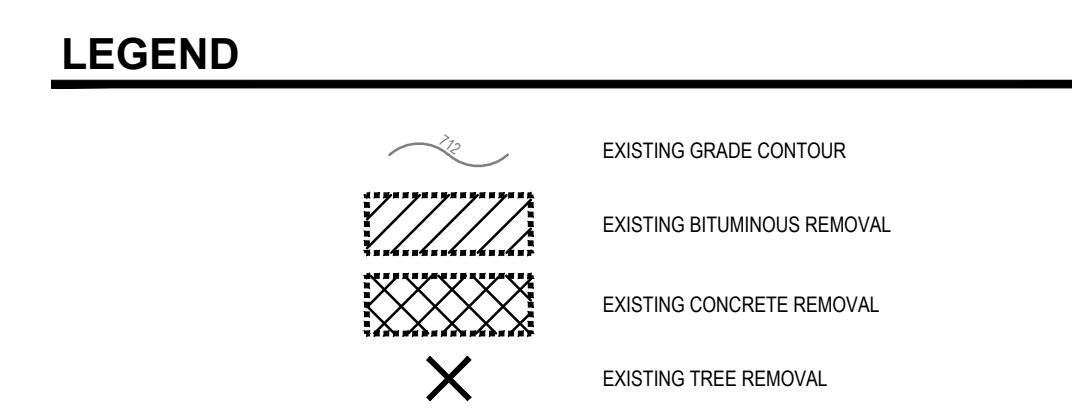
**SHEET NO:**  
**C-201**

**PREPARED FOR:**  
 LINC Communities Revitalization Inc.  
 Stephanie Gingerich  
 1167 Madison Avenue SE  
 Suite 101  
 Grand Rapids, MI 49507-1200

**REVISIONS:**  
 Title: City Planning Commission Submittal  
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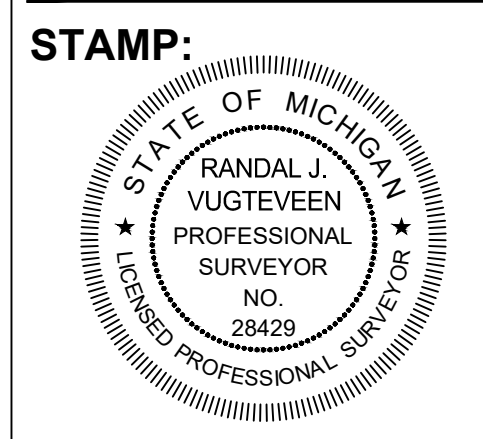


- REMOVAL / DEMOLITION NOTES**
- 1. SAWCUT & REMOVE EXISTING CONCRETE CURBS & GUTTER
  - 2. REMOVE EXISTING TREES/SHRUBS
  - 3. SAWCUT & REMOVE EXISTING ASPHALT
  - 4. SAWCUT & REMOVE EXISTING CONCRETE SIDEWALK
  - 5. REMOVE EXISTING CONCRETE DRIVEWAY
  - 6. REMOVE EXISTING FENCE
  - 7. REMOVE EXISTING CATCH BASIN
  - 8. REMOVE EXISTING WATER SPIGOT
  - 9. REMOVE / RELOCATE EXISTING SIGN



- REMOVAL / DEMOLITION NOTES**
- 1) THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES AT LEAST THREE WEEKS PRIOR TO THE BEGINNING OF CONSTRUCTION OPERATIONS. THERE ARE EXISTING UNDERGROUND UTILITIES WHICH CROSS THE PROPOSED REPLACEMENT WORK AREAS. ALTHOUGH THEIR EXACT LOCATION CANNOT BE DETERMINED, IT IS KNOWN THESE UTILITIES ARE LOCATED WHERE DIGGING IS REQUIRED. THE CONTRACTOR SHALL CONDUCT THE REQUIRED EXCAVATION IN THESE AREAS WITH EXTREME CAUTION.
  - 2) ALL EXISTING UTILITY INFORMATION SHOWN IS TAKEN FROM EXISTING RECORDS, AND FIELD VERIFIED WHERE ACCESSIBLE ONLY. INFORMATION OBTAINED FROM EXISTING RECORDS MAY NOT BE COMPLETE OR ACCURATE. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. THE CONTRACTOR SHALL FIELD VERIFY FOR ACCURACY, LOCATION AND CONDITION.
  - 3) BEFORE ANY WORK IS STARTED ON THE PROJECT AND AGAIN BEFORE FINAL ACCEPTANCE BY THE CITY AND BY THE OWNER, REPRESENTATIVES OF THE CITY, THE OWNER AND THE CONTRACTOR SHALL MAKE AN INSPECTION OF THE EXISTING SEWERS WITHIN THE WORK LIMITS WHICH ARE TO REMAIN IN SERVICE AND WHICH MAY BE AFFECTED BY THE WORK. THE CONDITION OF THE EXISTING UTILITIES AND THEIR APPURTENANCES SHALL BE DETERMINED FROM FIELD OBSERVATIONS AND EXISTING VIDEO TAPES. RECORDS OF THE INSPECTIONS SHALL BE KEPT IN WRITING BY THE CONTRACTOR.
  - 4) THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION WORK.
  - 5) ALL EXISTING UTILITIES, SEWERS AND WATER LINES ARE TO REMAIN UNDISTURBED UNLESS OTHERWISE NOTED ON THE PLANS. THE CONTRACTOR SHALL CONTACT AND COORDINATE WITH ALL APPLICABLE UTILITY COMPANIES, MUNICIPALITIES AND AGENCIES BEFORE COMMENCING ANY WORK.
  - 6) THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES REGARDING REMOVAL OF EXISTING POLES, OVERHEAD WIRES, UNDERGROUND UTILITIES, GUY WIRES, GAS LINES, ETC. ALL ADJUSTMENT OR RECONSTRUCTION WORK, EXCEPT FOR THOSE STRUCTURES OTHERWISE NOTED ON THE PLANS, SHALL BE PERFORMED BY THE CONTRACTOR. EXISTING APPURTENANCES SUCH AS UTILITY POLES AND VALVES BOX SHALL NOT BE DISTURBED BY THE CONTRACTOR DURING CONSTRUCTION.
  - 7) THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITY SERVICE TO ALL ADJOINING PROPERTIES.
  - 8) ALL DEBRIS SHALL BE REMOVED FROM THE SITE, AND NO STOCKPILING ON SITE SHALL BE ALLOWED UNLESS APPROVED BY THE OWNER OR THEIR REPRESENTATIVES.
  - 9) THE CONTRACTOR SHALL LIMIT SAWCUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE REQUIRED OR AS SHOWN. ALL PAVEMENTS TO BE REMOVED SHALL BE SAWCUT AND REMOVED TO FULL DEPTH AT ALL PAVEMENT LIMITS OR EXISTING JOINTS. IF ANY DAMAGE IS INCURRED TO ANY OF THE SURROUNDING PAVEMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR AT NO ADDITIONAL COST TO ANYONE ELSE, INCLUDING THE CITY OR OWNER.
  - 10) ASPHALT AREAS SHOWN TO BE SAWCUT AND REMOVED FULL DEPTH ARE ACTUAL FACE OF PROPOSED CURBS. IT WILL BE NECESSARY TO MAKE OFF-SET SAWCUTS TO PROVIDE CLEARANCE FOR PROPOSED CURBS. THE CONTRACTOR SHALL DETERMINE THE AMOUNT OF OFF-SET NECESSARY TO CONSTRUCT THE PROPOSED CURBS. ADDITIONAL CUTS MAY BE DESIRED TO FACILITATE THE REMOVAL OF THE EXISTING PAVEMENT, BUT THERE WILL BE NO EXTRA PAYMENT FOR ADDITIONAL CUTS. PAVEMENT SHALL BE REMOVED WITHOUT DAMAGING OR UNDERMINING THE REMAINING PAVEMENT. IF ADJACENT PAVEMENT IS DAMAGED, THE CONTRACTOR SHALL MAKE ADDITIONAL FULL DEPTH SAWCUTS AND REMOVE THE DAMAGE AREAS AS NECESSARY.
  - 11) ALL PAVEMENT REMOVAL AREAS SHALL BE FULL PAVEMENT CROSS-SECTION REMOVAL DOWN TO NATIVE SOIL LAYER IN ACCORDANCE WITH THE GEOTECHNICAL REPORT DATED MONTHDAYYEAR.
  - 12) ALL TREES WITHIN THE GRADING LIMITS SHALL BE REMOVED UNLESS OTHERWISE NOTED.

**WYOMING TOWNHOMES**  
 Demolition Plan  
 PART OF SECTION 18, T6N, R11W,  
 CITY OF WYOMING, KENT COUNTY, MICHIGAN



**PROJECT NO:**  
 19401219  
**SHEET NO:**  
**C-203**

**811 Know what's below. CALL before you dig.**

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NOTE:  
 EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANS" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.



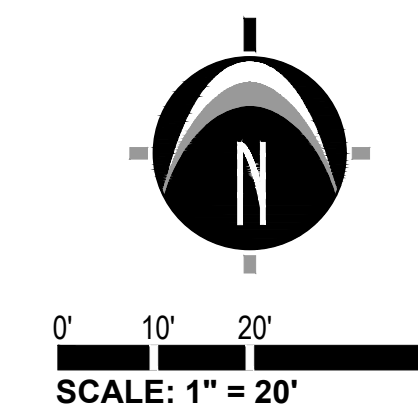


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GRAND RAPIDS  
217 Grandville Ave., Suite 302  
Grand Rapids, MI 49503  
Phone: 616.575.5190

ANN ARBOR  
CHICAGO  
COLUMBUS  
HOLLAND  
INDIANAPOLIS  
ST. LOUIS

**PREPARED FOR:**  
LINC Communities Revitalization Inc.  
Stephanie Gingerich  
1167 Madison Avenue SE  
Suite 101  
Grand Rapids, MI 49507-1200

**REVISIONS:**  
Title: City Planning Commission Submittal  
Drawn: BEM Checked: CAA Date: 12.19.19



**LEGEND**

- EXISTING BITUMINOUS
- EXISTING CONCRETE
- PROPOSED BITUMINOUS (STANDARD DUTY)
- PROPOSED CONCRETE (STANDARD DUTY)
- PROPOSED CONCRETE (HEAVY DUTY)

**GENERAL NOTES**

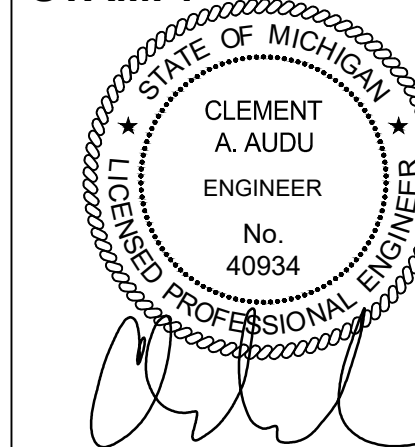
- 1) EXISTING ZONING OF PROPERTY: P-1 VEHICULAR PARK DISTRICT & R-3 RESIDENTIAL DISTRICT  
PROPOSED ZONING OF PROPERTY: R-4 RESIDENTIAL DISTRICT  
A) MINIMUM LOT AREA = 43,560 SQ. FT.  
B) MINIMUM LOT WIDTH = 120 FT.  
C) MAXIMUM BUILDING HEIGHT = 35 FT  
D) MAXIMUM LOT COVERAGE = 40%  
SETBACKS  
A) FRONT YARD = 35 FT.  
B) SIDE YARD = 20 FT.  
C) REAR YARD = 35 FT.
- 2) SUMMARY OF LAND USE:  
A) TOTAL ACREAGE = 0.99 ACRES (43,105 SQ. FT.) (EXCLUDING R.O.W.)  
B) AREA OF PROPOSED BUILDINGS = 8,640 SQ. FT.  
C) BUILDING HEIGHT = APPROX. XX FT.  
D) LOT COVERAGE = 20%  
E) EXISTING IMPERVIOUS AREA = 19,946 SQ. FT.  
F) EXISTING PERVIOUS AREA = 23,159 SQ. FT.  
G) PROPOSED IMPERVIOUS AREA = 22,580 SQ. FT.  
H) PROPOSED PERVIOUS AREA = 20,525 SQ. FT.  
I) NET INCREASE IN IMPERVIOUS AREA = 2,634 SQ. FT.  
J) ZONING OF PARCELS TO NORTH, SOUTH AND WEST = R-3 RESIDENTIAL DISTRICT  
ZONING OF PARCELS TO EAST = R-1 LIGHT INDUSTRIAL
- 3) PARKING REQUIREMENTS:  
A) NUMBER OF SPACES REQUIRED = 24 (BASED ON CITY REQUIREMENTS)  
B) NUMBER OF SPACES PROVIDED = 24
- 4) THIS PROJECT IS NOT LOCATED IN THE 100 YEAR FLOOD PLAIN, BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAPS
- 5) BEST MANAGEMENT PRACTICES WILL BE UTILIZED DURING AND AFTER CONSTRUCTION OF THE PROJECT. MEASURES WILL INCLUDE THE USE OF SEEDING AND MULCHING, SEDIMENT INLET FILTERS, COMPACTION AND PAVING. THE OWNER OF THE SUBJECT PARCEL SHALL HAVE THE RESPONSIBILITY TO MAINTAIN THE PERMANENT SOIL EROSION PROTECTION MEASURES.
- 6) UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.
- 7) CONTRACTOR TO FIELD VERIFY ALL INVERTS.
- 8) ALL LIGHTING SHALL BE SHIELDED FROM ALL ADJACENT PROPERTIES. PROPOSED LIGHTING SHALL CONSIST OF WALL MOUNTED LIGHTS AND LIGHT POLES, BOTH FITTED WITH SHROBBOX TYPE FIXTURES.
- 9) THE PERMANENT PARCEL NUMBERS FOR THE SITE ARE: 41-18-18-354-019 & 41-18-18-354-018  
THE ADDRESS OF THE PROPERTY IS 135 & 137 36TH STREET SE.
- 10) THE PARCELS ARE CURRENTLY VACANT WITH NO STRUCTURES ON THEM.

**WYOMING TOWNHOMES**

**Site Layout Plan**

PART OF SECTION 18, T6N, R11W,  
CITY OF WYOMING, KENT COUNTY, MICHIGAN

**STAMP:**

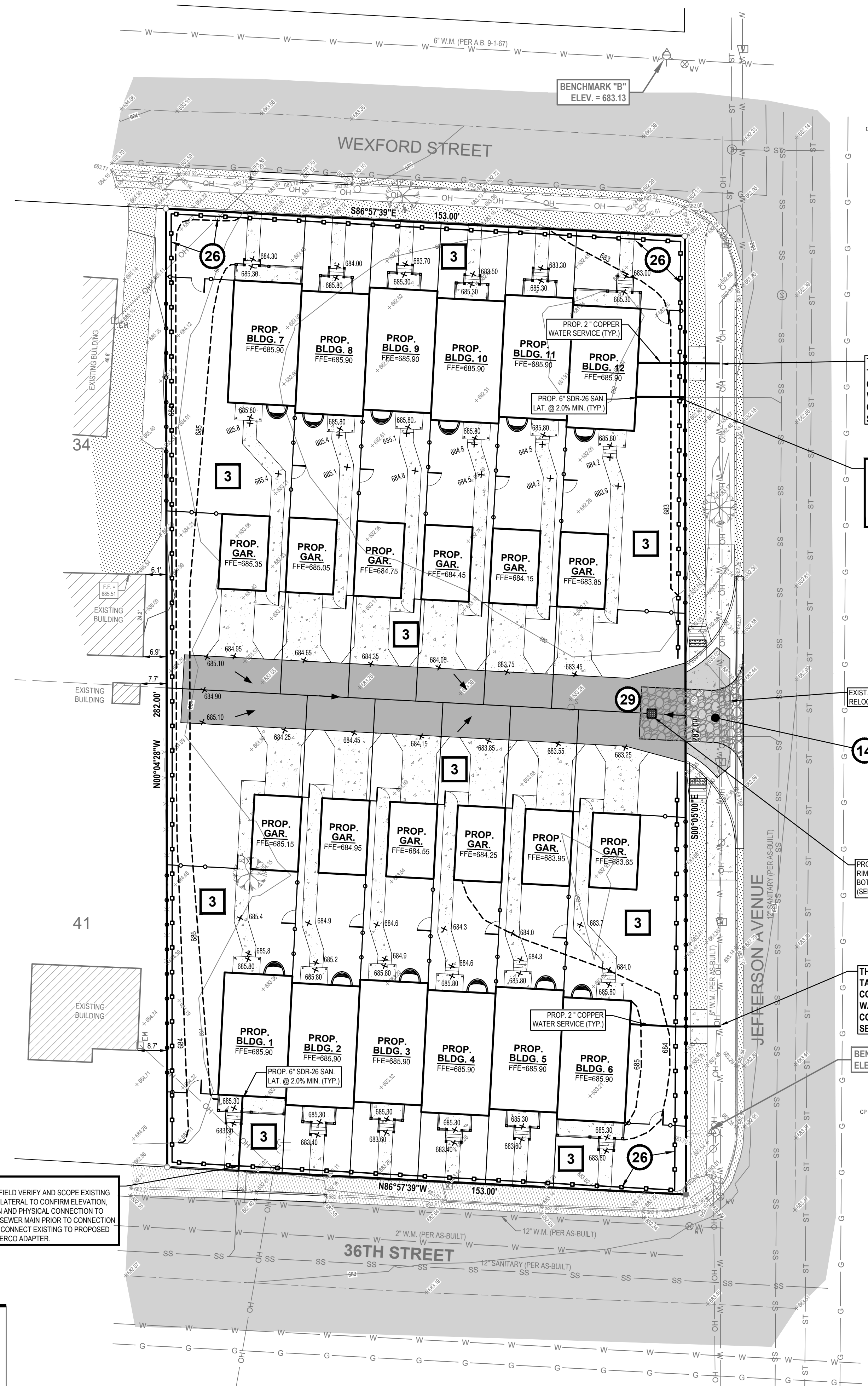
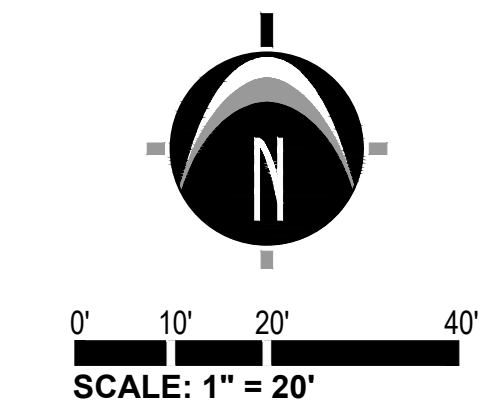
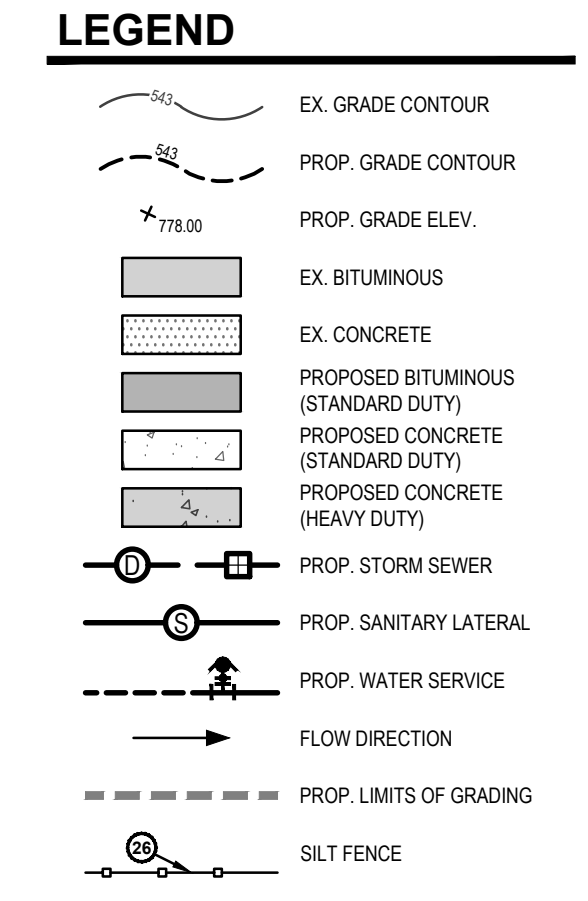
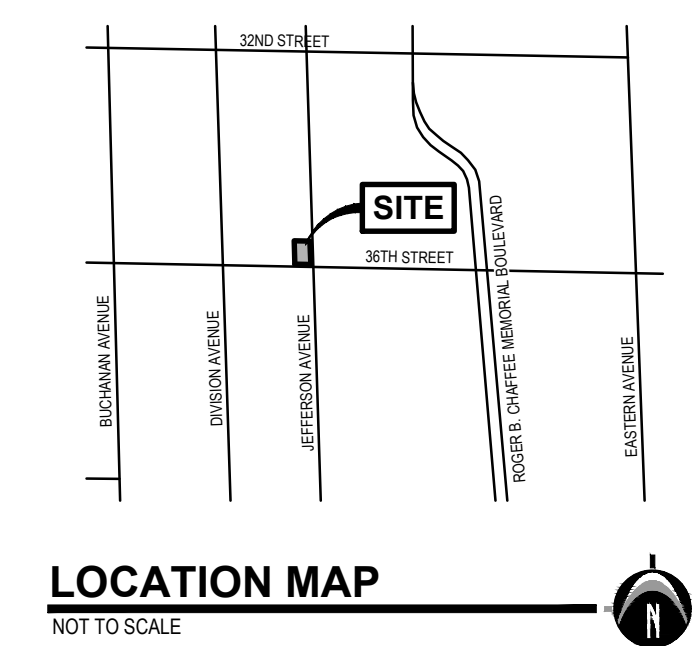


**PROJECT NO:**  
19401219

**SHEET NO:**  
**C-205**



UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.  
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THE CITY OF WYOMING WATER DEPARTMENT SHALL TAP THE EXISTING WATERMAIN WITH A 2" CORPORATION STOP, INSTALL A 2" TYPE "K" COPPER WATER SERVICE AND 2" CURB STOP. THE CONTRACTOR SHALL INSTALL A 2" TYPE "K" WATER SERVICE FROM THE CURB STOP TO THE BUILDING.

NOTE: CONTRACTOR TO FIELD VERIFY AND SCOPE EXISTING SANITARY SEWER LATERAL TO CONFIRM ELEVATION, SLOPE, CONDITION AND PHYSICAL CONNECTION TO PUBLIC SANITARY SEWER MAIN PRIOR TO CONNECTION OF NEW LATERAL. CONNECT EXISTING TO PROPOSED LATERAL WITH A FERCO ADAPTER.

EXIST. SIGN TO BE RELOCATED BY CITY

PROP. LEACHING BASIN #1  
 RIM ELEV. = 682.90  
 BOTT. ELEV. = 678.90  
 (SEE DETAIL SHEET C-500)

THE CITY OF WYOMING WATER DEPARTMENT SHALL TAP THE EXISTING WATERMAIN WITH A 2" CORPORATION STOP, INSTALL A 2" TYPE "K" COPPER WATER SERVICE AND 2" CURB STOP. THE CONTRACTOR SHALL INSTALL A 2" TYPE "K" WATER SERVICE FROM THE CURB STOP TO THE BUILDING.

BENCHMARK "A"  
 ELEV. = 684.88

NOTE: CONTRACTOR TO FIELD VERIFY AND SCOPE EXISTING SANITARY SEWER LATERAL TO CONFIRM ELEVATION, SLOPE, CONDITION AND PHYSICAL CONNECTION TO PUBLIC SANITARY SEWER MAIN PRIOR TO CONNECTION OF NEW LATERAL. CONNECT EXISTING TO PROPOSED LATERAL WITH A FERCO ADAPTER.

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**SOIL EROSION CONTROL SCHEDULE** 2020

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PLACE SILT FENCE												
STRIP & STOCKPILE TOPSOIL												
REMOVE EXISTING PAVEMENT & LEACHING BASIN												
CONSTRUCT LEACHING BASIN												
ROUGH GRADE SITE												
CONSTRUCT BUILDING FOUNDATION AND BUILDING												
CONSTRUCT IMPROVEMENTS AROUND BUILDING												
CONSTRUCT UTILITY LINES TO BUILDING												
FINISH GRADE SITE												
PAVE SITE												
RESPREAD TOPSOIL/COMPACTION												
SEED DISTURBED AREAS												
SITE RESTORATION/CLEAN UP												

**SOIL EROSION AND SEDIMENTATION CONTROL NOTES**

- CONTRACTOR SHALL POSSESS THE SOIL EROSION AND SEDIMENTATION CONTROL PERMIT PRIOR TO START OF ANY EARTH WORK.
- CONTRACTOR SHALL MODIFY THIS SOIL EROSION AND SEDIMENTATION CONTROL PLAN TO SHOW THE ADDITIONAL CONTROL MEASURES INTENDED TO BE USED DURING CONSTRUCTION. SUBMIT MODIFICATIONS TO THE CONTROLLING AGENCY, THE OWNER, AND THE ENGINEER.
- EROSION PROTECTION SHALL BE PROVIDED AT ALL STORM SEWER INLETS AND OUTLETS. ALL BARE EARTH SHALL BE STABILIZED WITH SEEDING.
- REFER TO THE M.D.O.T. "SOIL EROSION AND SEDIMENTATION CONTROL MANUAL" (APRIL 2006) FOR ADDITIONAL INFORMATION.
- THE ENTIRE STORM SEWER SYSTEM SHALL BE CLEANED AND FLUSHED FOLLOWING CONSTRUCTION AND PAID RECEIPT THEREOF PROVIDED TO THE ENGINEER AND COUNTY SESS AGENT PRIOR TO FINAL PAYMENT TO THE CONTRACTOR OR FINAL ACCEPTANCE OF THE CONSTRUCTION BY THE OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO INSPECT, TAKE CORRECTIVE ACTION AND MAINTAIN ALL TEMPORARY SESS MEASURES DAILY AND AFTER EACH RAIN EVENT UNTIL FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT.

**WYOMING TOWNHOMES**  
 S.E.S.C. & Grading Plan  
 PART OF SECTION 18, 16N, R11W,  
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

**STAMP:**

**PROJECT NO:**  
19401219

**SHEET NO:**  
**C-300**

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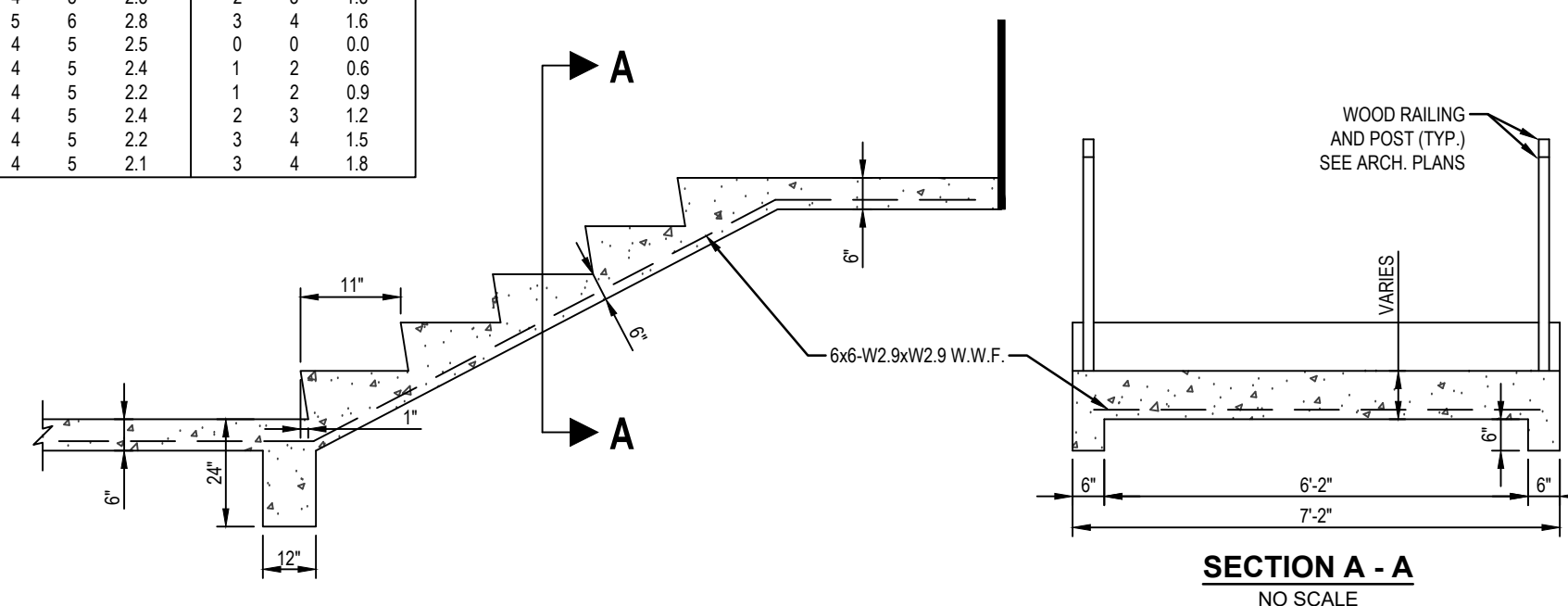
**PREPARED FOR:**  
LINC Communities Revitalization Inc.  
Stephanie Gingerich

1167 Madison Avenue SE  
Suite 101  
Grand Rapids, MI 49507-1200

**REVISIONS:**

Title: City Planning Commission Submittal  
Drawn: BEM Checked: CAA Date: 12.19.19

UNIT	FRONT			REAR		
	TREADS	RISERS	HEIGHT	TREADS	RISERS	HEIGHT
1	2	3	1.5	0	0	0.0
2	3	4	1.8	0	1	0.5
3	4	5	2.1	1	2	0.7
4	4	5	2.3	1	2	1.0
5	4	5	2.5	2	3	1.3
6	5	6	2.8	3	4	1.6
7	4	5	2.5	0	0	0.0
8	4	5	2.4	1	2	0.6
9	4	5	2.2	1	2	0.9
10	4	5	2.4	2	3	1.2
11	4	5	2.2	3	4	1.5
12	4	5	2.1	3	4	1.8

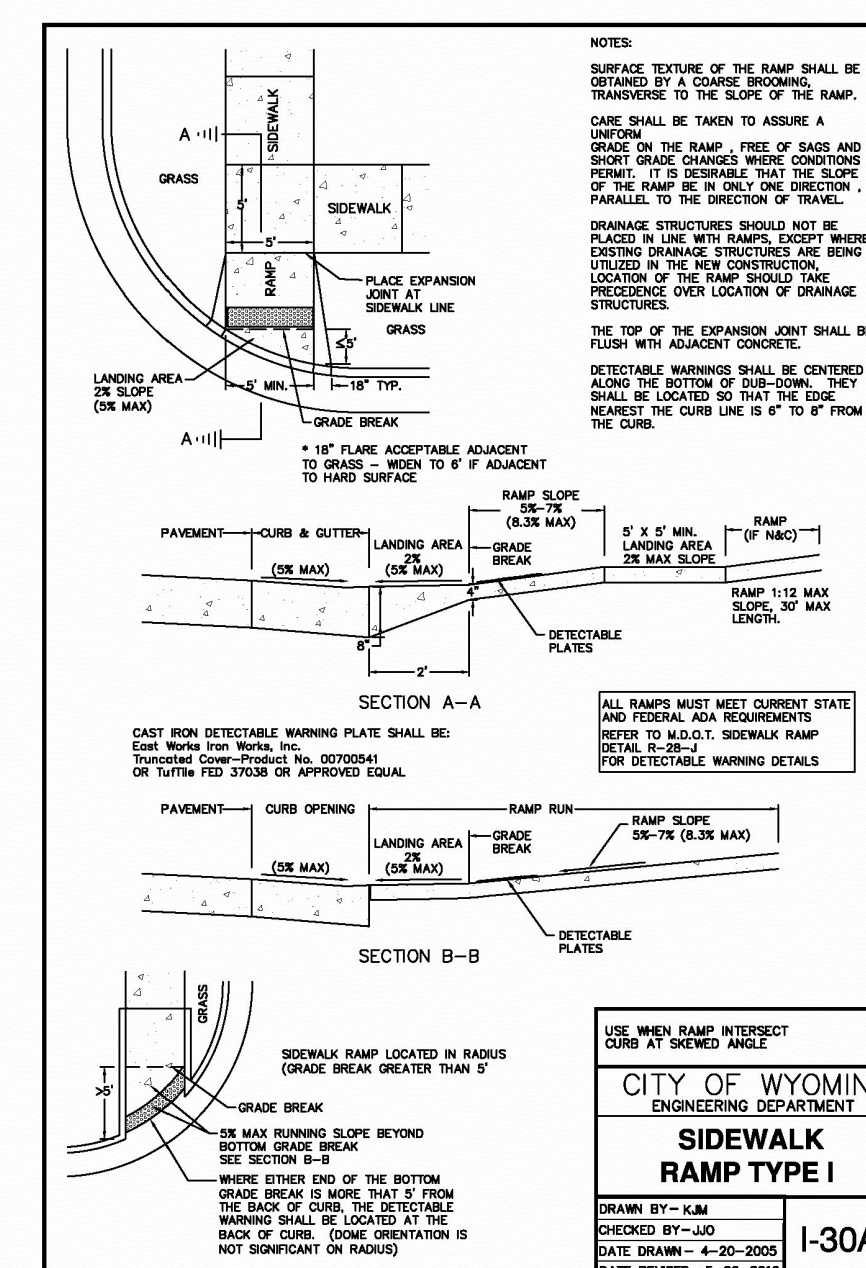
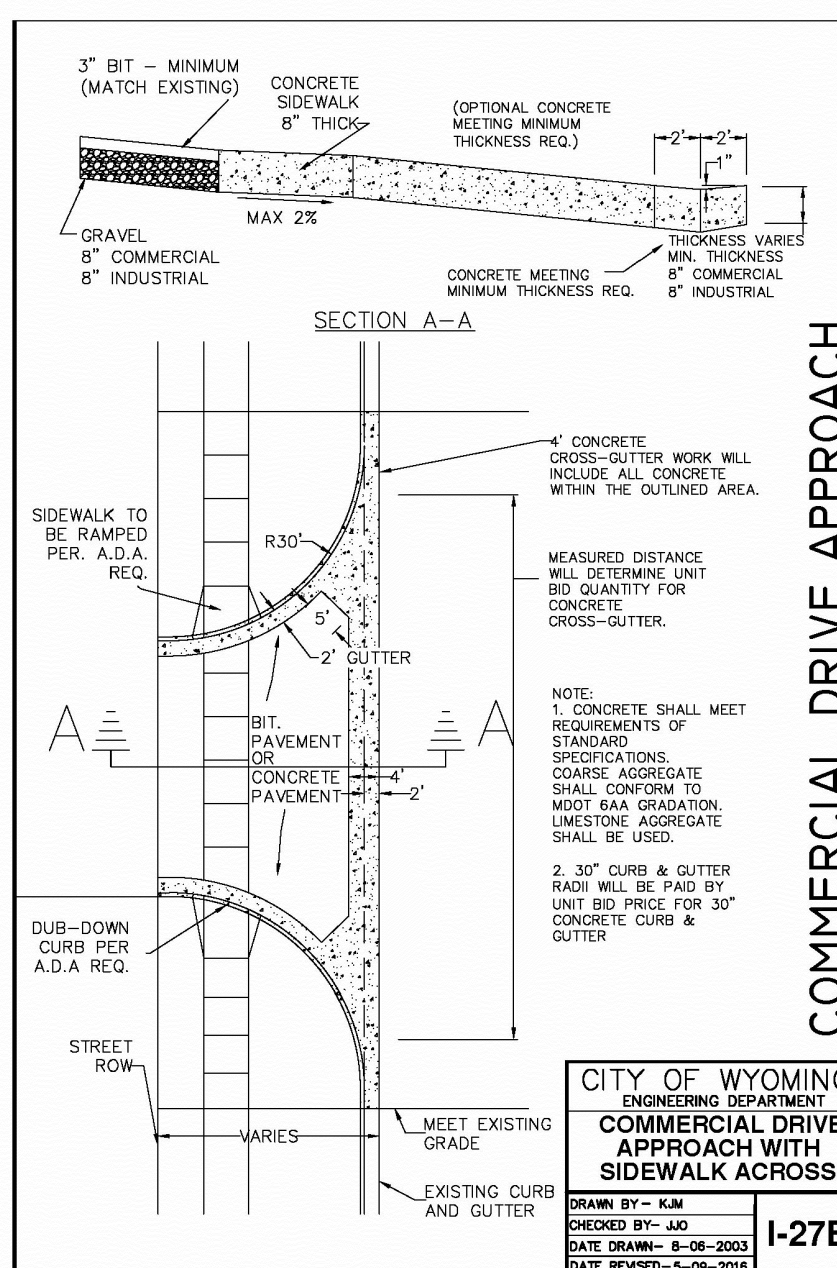


**EXTERIOR STAIRCASE DETAIL**  
N.T.S.

**FLEXSTORM INLET FILTER DETAIL**  
N.T.S.

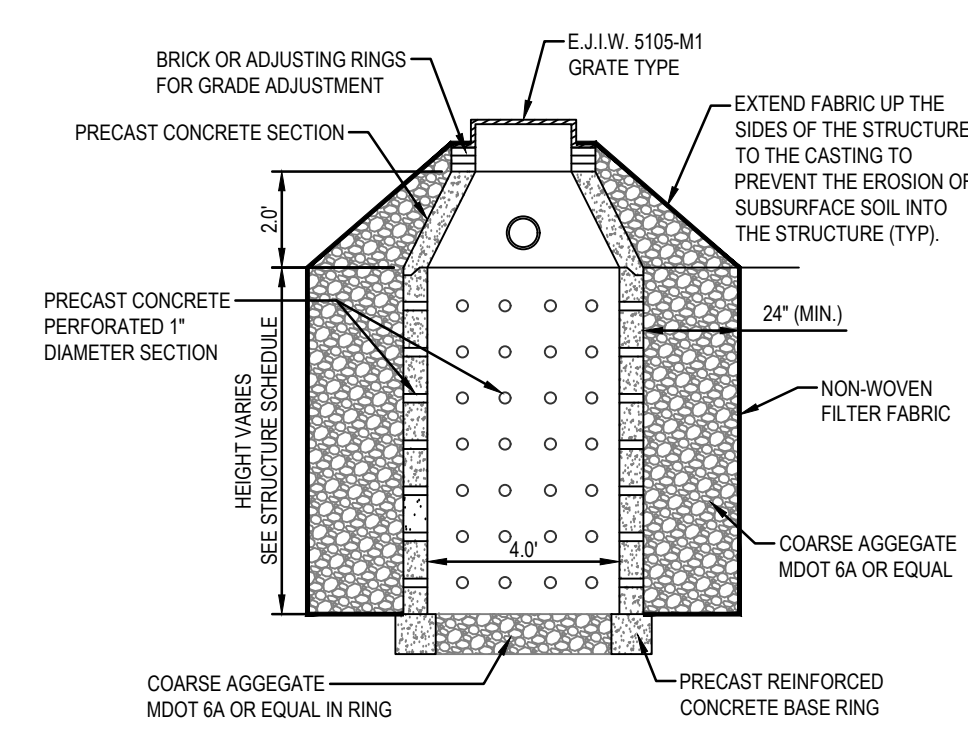
NOTES:  
1. ALL FRAMING IS CONSTRUCTED OF CORROSION RESISTANT STEEL (ZINC PLATED OR GALVANIZED) FOR 1 YEAR MINIMUM SERVICE LIFE.  
2. UPON ORDERING CONFIRMATION OF THE DOT CALL OUT, PRECAST OR CASTING MAKE AND MODEL, OR DETAILED DIMENSIONAL FORMS MUST BE PROVIDED TO CONFIGURE AND ASSEMBLE YOUR CUSTOMIZED FLEXSTORM INLET FILTER. PART NUMBER ALONE IS NOT SUFFICIENT.  
3. FOR WRITER SPECIFICATIONS AND MAINTENANCE GUIDELINES VISIT WWW.INLETFILTERS.COM

NORMAL BAG SIZE	FILTERS/TON RATE AT 50% MAX CAPS	
	SOLIDS STORAGE (cu ft)	FLOW (GPM)
SMALL	16	12
MEDIUM	2.16	1.70
LARGE	3.80	2.70
XL	4.20	3.60

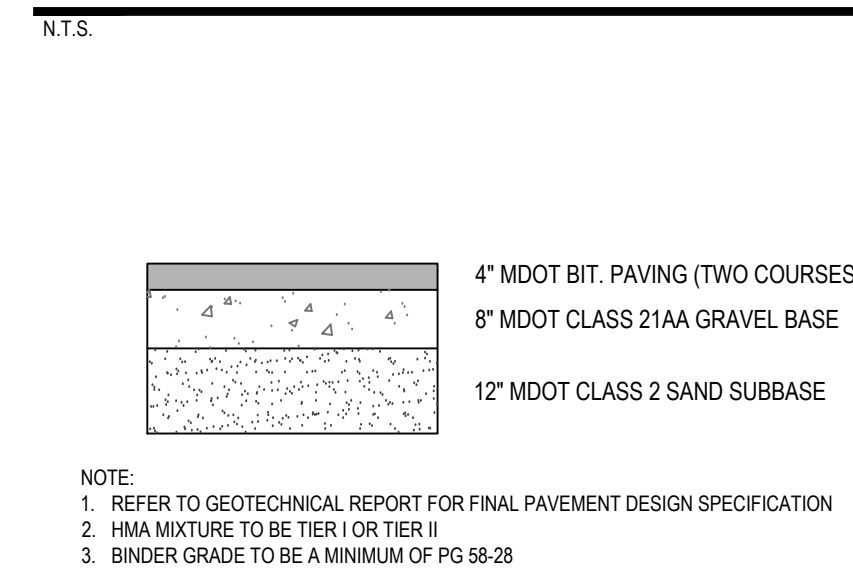


**CONSTRUCTION NOTES**

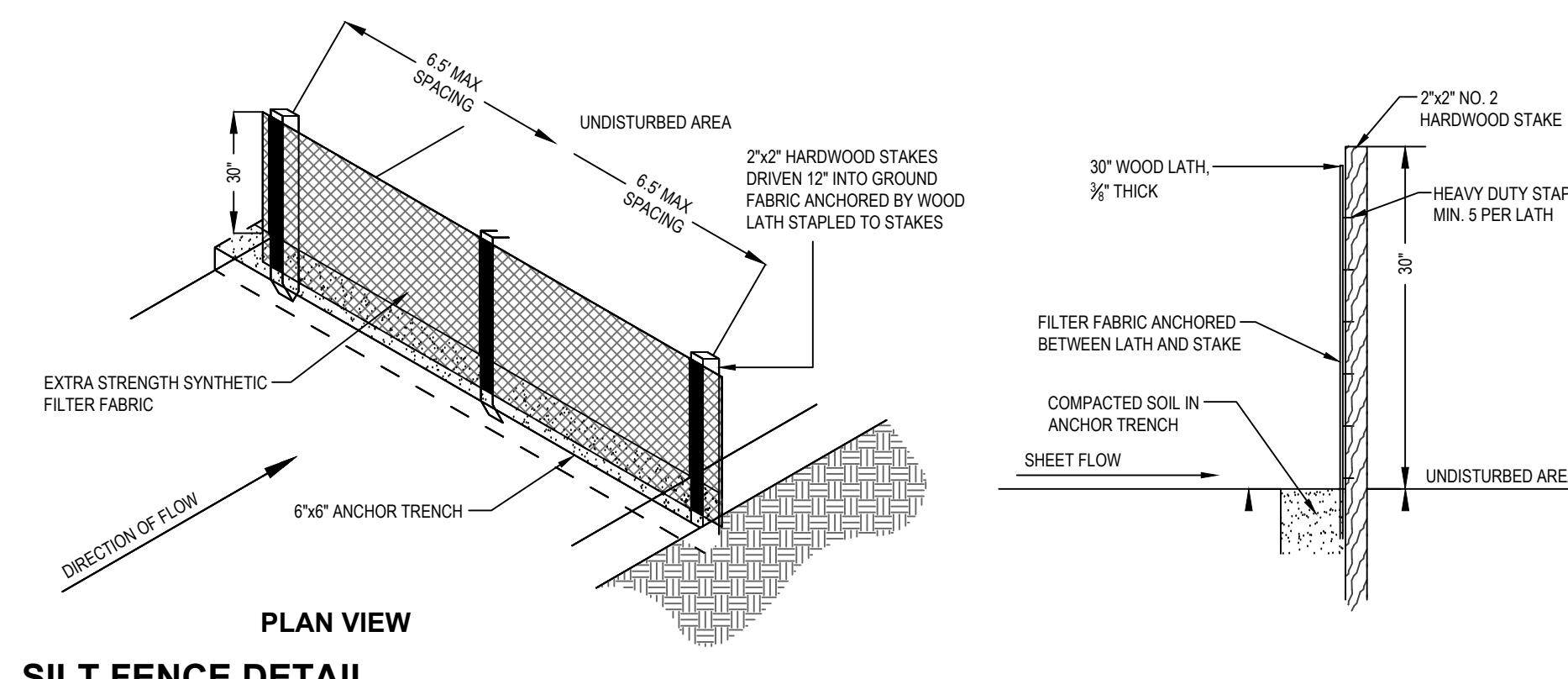
- GENERAL**
- ALL CONSTRUCTION AND MATERIAL SPECIFICATIONS INCLUDED FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE MDTOT CONSTRUCTION AND MATERIALS SPECIFICATIONS (LATEST EDITION) AND THE ORDINANCES OF THE CITY, COUNTY, STATE OR ANY OTHER GOVERNING AUTHORITY.
  - SOIL BORINGS HAVE BEEN PERFORMED BY THE OWNER AND SHALL BE PROVIDED TO THE CONTRACTOR. VARIATION IN EXISTING SOIL CONDITIONS MAY IMPACT THE EARTHWORK QUANTITIES IF UNDESIRABLE SOILS ARE ENCOUNTERED DURING CONSTRUCTION.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO THE EXISTING WATER AND SEWAGE SYSTEM RESULTING FROM NON-COMFORMANCE WITH THE APPLICABLE STANDARDS OR THROUGH GENERAL NEGLIGENCE.
  - ALL WORK, INCLUDING INSPECTIONS AND TESTING COST REQUIRED FOR REMOVAL, RELOCATION OR NEW CONSTRUCTION FOR PRIVATE OR PUBLIC UTILITIES, WILL BE DONE BY AND AT THE EXPENSE OF THE CONTRACTOR AND INCLUDED IN THE BID PRICE FOR THE VARIOUS WORK ITEMS UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL NECESSARY PERMITS FROM THE CITY AND COUNTY AND ANY OTHER AGENCY FOR ALL WORK DONE BY THE CONTRACTOR.
  - ANY DEFECTS IN THE CONSTRUCTION, INCLUDING MATERIALS OR WORKMANSHIP, SHALL BE REPLACED OR CORRECTED BY REMOVAL AND REPLACEMENT OR OTHER APPROVED METHODS PRIOR TO ACCEPTANCE BY THE CITY OR OWNER WITHOUT ANY ADDITIONAL COST TO THE CITY OR OWNER.
  - ALL LAWN AREAS REMOVED OR DISTURBED SHALL BE REPLACED WITH TOPSOIL AND SOIL WHERE NEEDED AND SHALL BE SEEDDED AND MAINTAINED IF SATISFACTORY RE-ESTABLISHMENT OF LAWN DOES NOT OCCUR.
  - ALL PUNCH LIST AND DEFICIENCY WORK SHALL BE COMPLETED WITHIN 1 MONTH OF THE END OF CONSTRUCTION.
  - THE CONTRACTOR SHALL OBTAIN A STREET OPENING PERMIT FROM THE CITY BEFORE BEGINNING WORK WITHIN ANY PUBLIC STREET RIGHT-OF-WAY.
  - THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF CONSTRUCTION DRAWINGS ON SITE AT ALL TIMES. THESE PLANS HAVE BEEN DEVELOPED FOR ELECTRONIC FIELD LAYOUT. DIMENSIONS SHOWN ARE FOR GRAPHIC PRESENTATION ONLY AND SHOULD NOT BE USED FOR LAYOUT. CONTACT THE ENGINEER FOR ANY DISCREPANCIES BETWEEN THE PLAN AND ELECTRONIC DATA ARE DISCOVERED.
  - THE CONTRACTOR SHALL PROTECT LOCATION OF ALL PROPERTY PINS AND BENCHMARKS.
  - ALL WORK CONTINGENTIALLY SHALL AT ALL TIMES BE SUBJECT TO THE DIRECT INSPECTION OF THE CITY, OWNER AND THEIR REPRESENTATIVES. THE CITY AND OWNER RESERVES THE RIGHT TO HALT ALL CONSTRUCTION ACTIVITY FOR NON-COMFORMANCE OF PLANS, SPECIFICATIONS AND OTHER APPLICABLE STANDARDS OR REGULATIONS.
  - PRICES BID PER FOOT FOR ALL PILES IS COMPACTED IN PLACE REGARDLESS OF SOIL OR ROCK CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR ALL SIGNS, BARRICADES AND SAFETY FENCES TO DETER PEOPLE FROM ENTERING THE WORK AREA AND FOR MAINTAINING AND PROTECTING THE FLOW OF VEHICULAR AND PEDESTRIAN TRAFFIC AROUND THE JOB SITE. TRAFFIC CONTROLS SHALL BE COORDINATED WITH THE POLICE DEPARTMENT AND THE CITY.
  - PRIOR TO ANY CONSTRUCTION OR GRADING, A PROTECTIVE BARRIER, FENCE, POST AND/OR SIGNS CLEARLY INDICATING LIMITS OF WORK/DISTURBANCE SHALL BE INSTALLED INDICATING NO TREE REMOVAL OR DISTURBANCES OUTSIDE LIMITS. THE CITY AND OWNER SHALL BE CONTACTED UPON DETERMINATION OF LIMITS IN THE FIELD.
  - ALL ROAD SURFACES, EASEMENTS OR RIGHT-OF-WAYS DISTURBED BY CONSTRUCTION OF ANY PART OF THIS IMPROVEMENT ARE TO BE RESTORED COMPLETELY TO THE SATISFACTION OF THE CITY AND THE OWNER.
  - NO PARKING OF CONTRACTOR OR CONTRACTOR EMPLOYEE'S VEHICLES ON ANY PUBLIC STREETS SHALL BE PERMITTED.
  - ALL DISTURBED SIGNS, GUARRAILS, MAIL BOXES, AND DRIVEWAYS SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE CITY AND THE OWNER.
  - DUST CONTROL: THE CONTRACTOR SHALL SUPPLY ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY SUCH



**CONCRETE PAVEMENT DETAIL**  
N.T.S.



**STANDARD DUTY PAVEMENT CROSS SECTION**  
N.T.S.



**WYOMING TOWNHOMES**  
Details & Specifications

PART OF SECTION 18, 18N, R11W, T10N OF WYOMING, KENT COUNTY, MICHIGAN

**STAMP:**

STATE OF MICHIGAN  
CLEMENS A. AUDU  
ENGINEER  
No. 40934  
LICENSED PROFESSIONAL ENGINEER

**PROJECT NO:**  
19401219

**SHEET NO:**  
**C-500**

**NEDERVELD**  
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**GRAND RAPIDS**  
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 ANN ARBOR  
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**PREPARED FOR:**  
 LINC Communities Revitalization Inc.  
 Stephanie Gingerich  
 1167 Madison Avenue SE  
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**REVISIONS:**  
 Title: City Planning Commission Submittal  
 Drawn: BEM Checked: CAA Date: 12.19.19

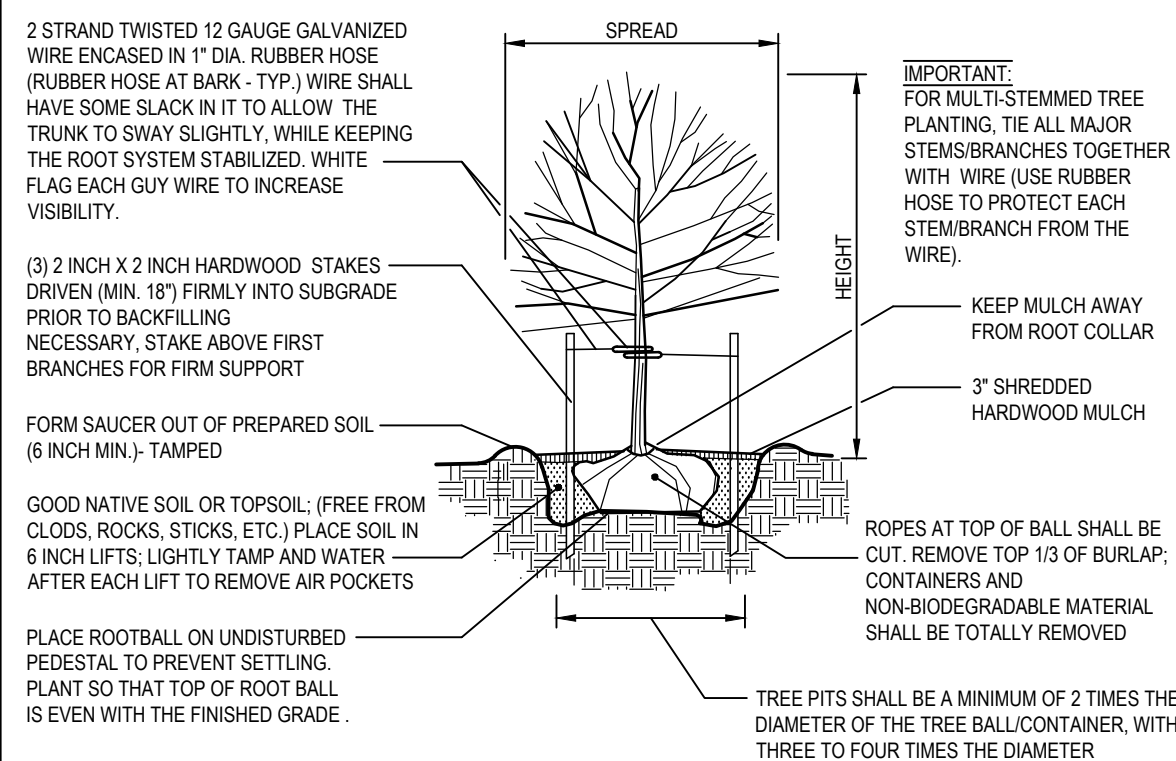
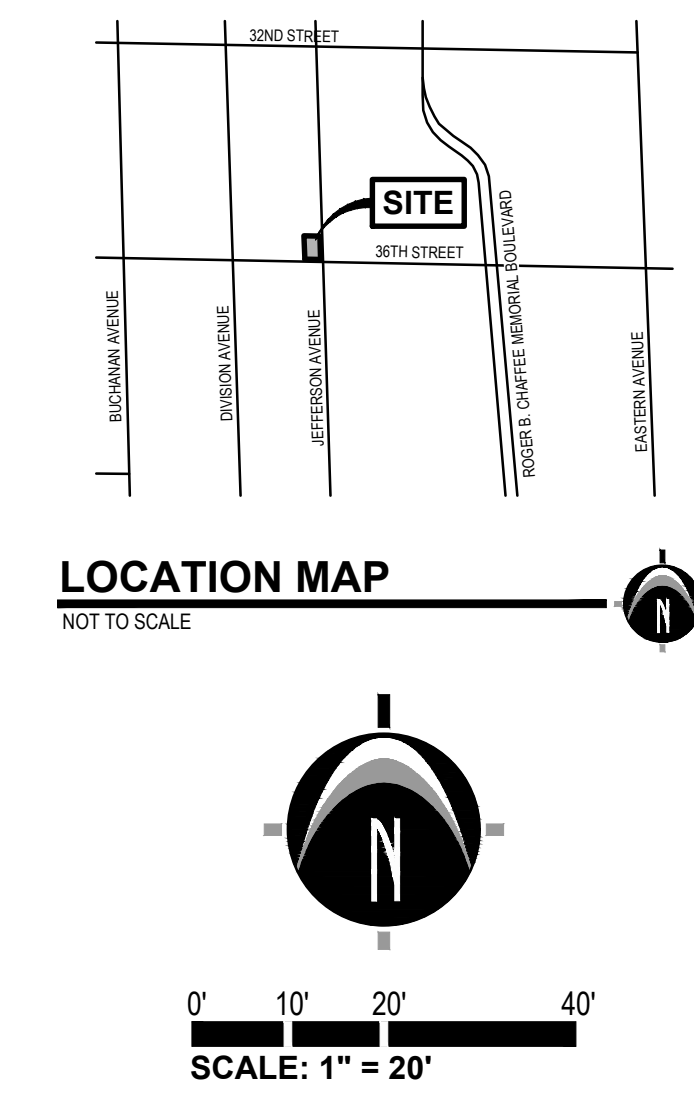
**WYOMING TOWNHOMES**  
 Landscape Plan  
 PART OF SECTION 18, T6N, R11W,  
 COUNTY OF WYOMING, KENT COUNTY, MICHIGAN

**STAMP:**  
 STATE OF MICHIGAN  
 JAMES C. WALTER, JR.  
 LANDSCAPE ARCHITECT  
 No. 1588  
 REGISTERED LANDSCAPE ARCHITECT

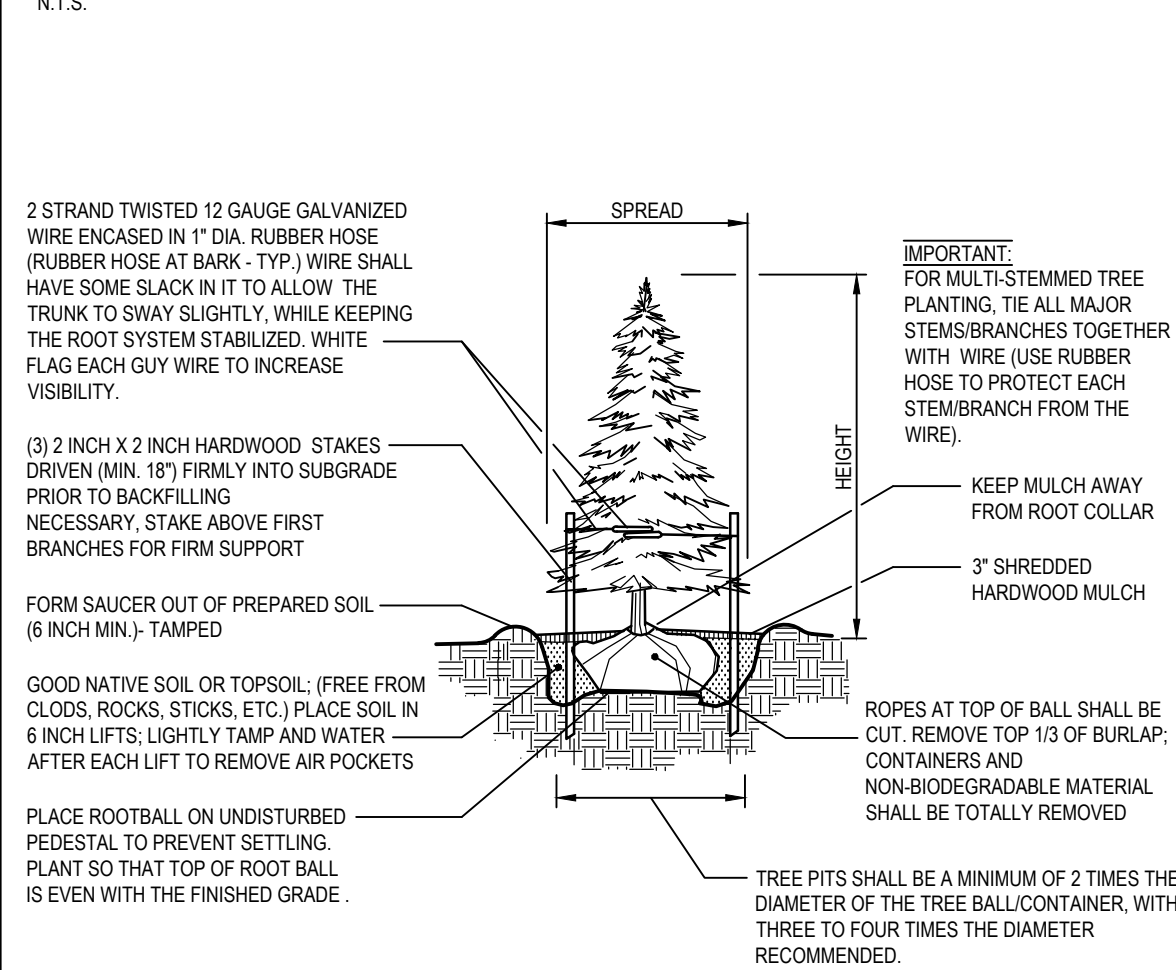
**PROJECT NO:**  
 19401219  
**SHEET NO:**  
 L-201

**PLANT SCHEDULE**

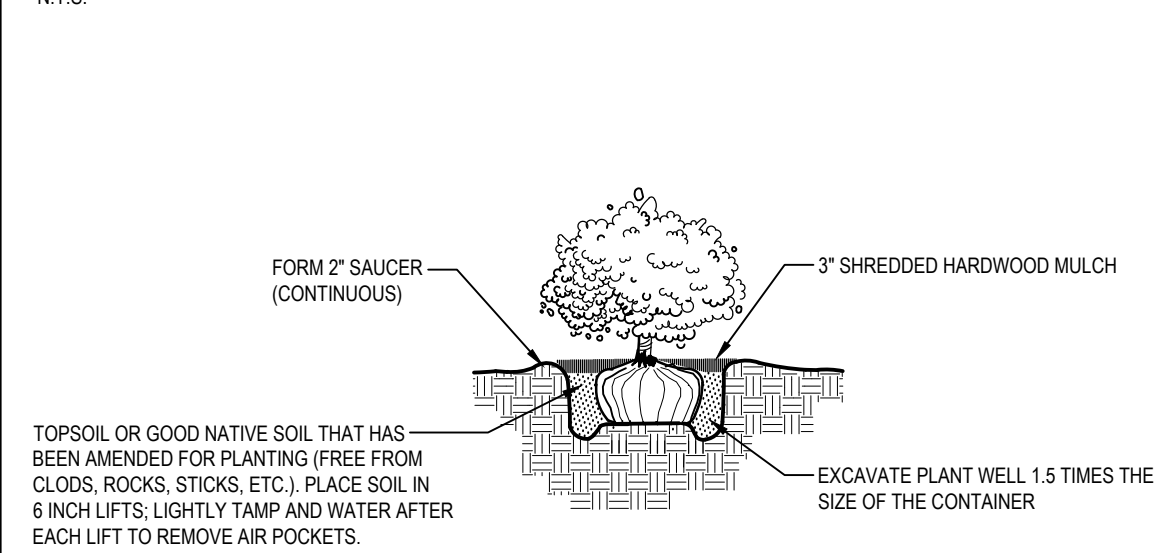
CODE	BOTANICAL / COMMON NAME	SIZE	QTY
Cc	Crataegus laevigata 'Crimson Cloud' / Crimson Cloud Hawthorn	2.5" cal. min.	4
Gi	Gleditsia triacanthos inermis 'Impcoke' TM / Imperial Honeylocust	2.5" cal. min.	5
Mc	Malus hupehensis 'Cardinal' / Cardinal Tree Crabapple	2.5" cal. min.	4
Eo	Euonymus alatus 'Odom' TM / Little Moses Dwarf Burning Bush	#1	49
Fb	Fothergilla gardenii 'Blue Mist' / Blue Mist Fothergilla	#1	69
Id	Ilex glabra 'Densa' / Inkberry Holly	#1	31
Ls	Lavandula angustifolia 'Super Blue' / English Lavender	#1	55
Mm	Miscanthus sinensis 'Morning Light' / Eulalia Grass	#1	96
Pm	Pennisetum alopecuroides 'Moudry' / Oriental Fountain Grass	#1	102
Pn	Physocarpus opulifolius 'Nanus' / Dwarf Ninebark	#1	30



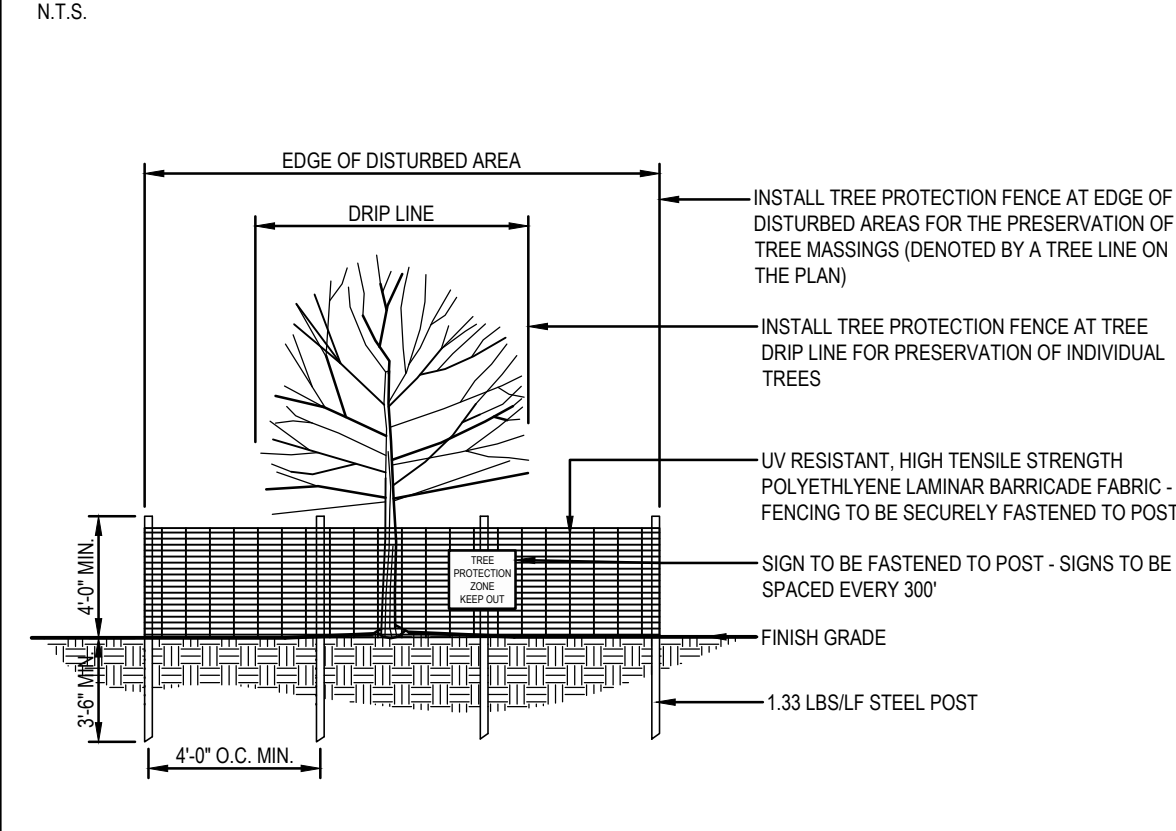
**TYPICAL TREE PLANTING DETAIL**



**TYPICAL EVERGREEN TREE PLANTING DETAIL**



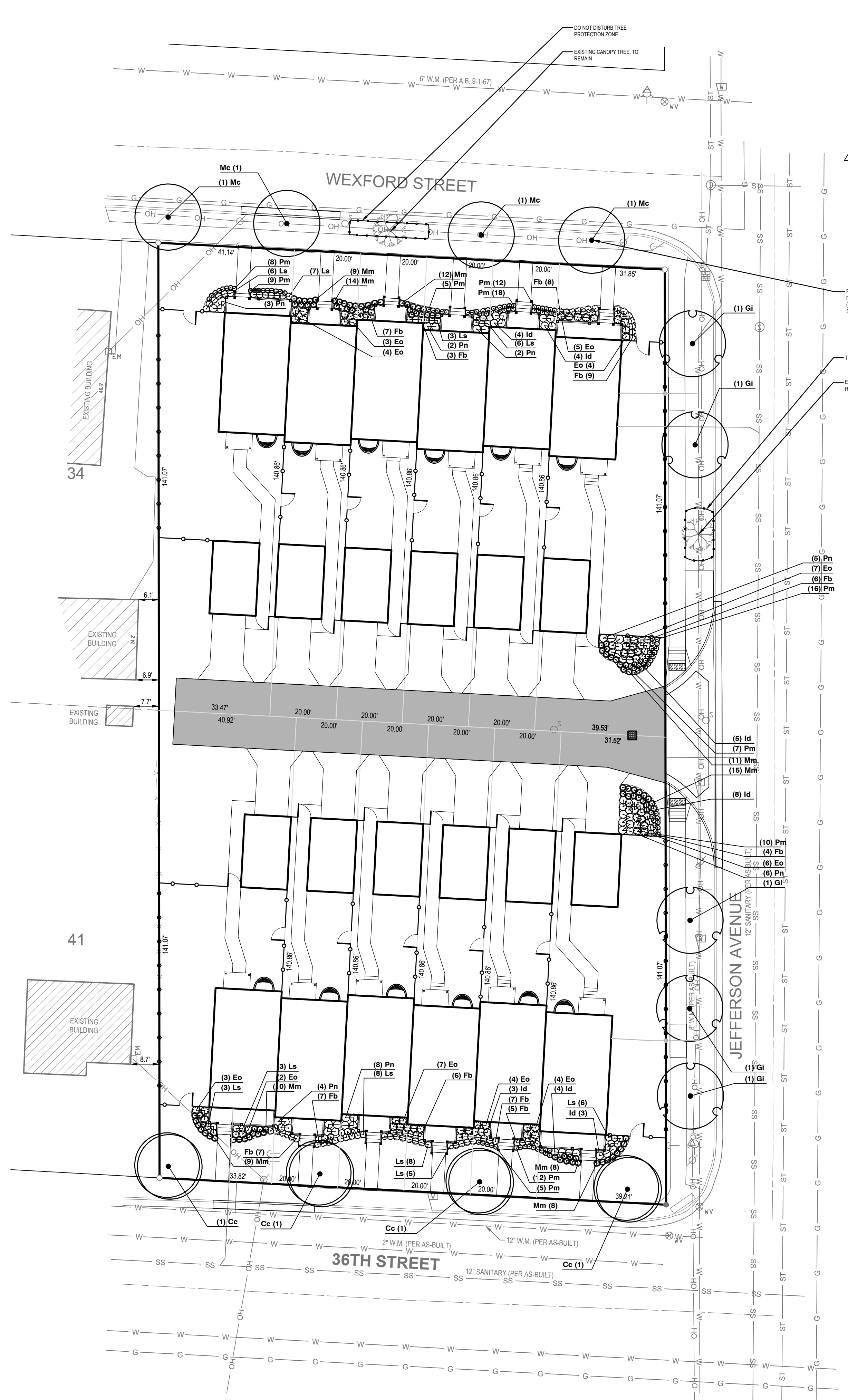
**TYPICAL SHRUB / PERENNIAL / ORNAMENTAL GRASS PLANTING DETAIL**



**TREE PROTECTION FENCING DETAIL**

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**LANDSCAPE NOTES**

- PLANTING NOTES:**
- ALL PLANT MATERIAL SHALL BE LOCALLY NURSERY GROWN NO. 1 GRADE AND INSTALLED ACCORDING TO ACCEPTED PLANTING PROCEDURES. ALL PLANT MATERIALS SHALL MEET CURRENT AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS. DO NOT PLANT MATERIALS UNTIL DIRECTED BY OWNER, LANDSCAPE ARCHITECT, AND/OR CONSTRUCTION MANAGER. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL, FOR ANY REASON BEFORE OR AFTER IT IS INSTALLED.
  - SIZES SPECIFIED ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE INSTALLED.
  - ANY PLANT SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT.
  - MAINTENANCE OF LANDSCAPING ITEMS, TREES, AND PLANTS SHALL BE PERFORMED BY THE PROPERTY OWNER OR A QUALIFIED PROFESSIONAL. ALL LANDSCAPING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH APPLICABLE MUNICIPAL STANDARDS AND IN ACCORDANCE WITH CURRENT INDUSTRY STANDARDS OF A NEAT, HEALTHY AND WEED FREE CONDITION. ANY DEAD, DISEASED OR DAMAGED PLANT MATERIALS ARE TO BE REPLACED IMMEDIATELY AFTER NOTIFIED TO DO SO.
  - PLANT TREES AND SHRUBS IN ACCORDANCE WITH PLANTING DETAILS. DIG TREE PITS PER DETAILS. PLANT TREES AND SHRUBS AT THE SAME GRADE LEVEL AT WHICH THEY WERE GROWN AT THE NURSERY. IF HEAVY CLAY SOILS ARE EVIDENT, PLANT TREES AND SHRUBS HIGHER, APPROX. 1/4 OF THE ROOT BALL ABOVE GRADE, AND BACKFILL TO TOP OF ROOT BALL.
  - REMOVE ALL TYING WIRE, NURSERY TREE GUARDS, TAGS AND INORGANIC MATERIAL FROM ROOT BALLS. REMOVE THE TOP 13" OF BURLAP FROM EARTH BALLS AND REMOVE BURLAP FROM AROUND TRUNK.
  - FINELY SHREDDED HARDWOOD BARK MULCH, NATURAL COLOR (NON-COLORED), IS REQUIRED FOR ALL PLANTINGS AND PLANTING BEDS. MULCH PER PLANTING DETAILS. MULCH IN PLANT BEDS SHALL BE 3" THICK AT TIME OF INSPECTION AND AFTER COMPACTED BY RAIN OR IRRIGATION. ALL PLANTING BEDS SHALL BE EDGED WITH 6" X 12 GAUGE STEEL LANDSCAPE EDGING.
  - LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL UNDERGROUND AND OVERHEAD UTILITIES. IF A CONFLICT WITH UTILITIES EXIST, NOTIFY OWNER/CONSTRUCTION MANAGER PRIOR TO PLANTING.
  - PLANT MATERIAL SHALL BE GUARANTEED FOR ONE YEAR AFTER PLANTING AND ACCEPTANCE.
- TOPSOIL AND SEED NOTES:**
- ALL PLANTING AREAS, LAWN AREAS AND LANDSCAPE ISLANDS SHOWN ARE TO HAVE A COMPLETE IRRIGATION SYSTEM. THE G.C. SHALL BE RESPONSIBLE FOR RETAINING A QUALIFIED FIRM FOR THE DESIGN OF THE IRRIGATION SYSTEM. THE DESIGN MUST SHOW HOW THE SYSTEM TIES INTO THE BUILDING AND MUST SHOW ALL OF THE NECESSARY EQUIPMENT FOR A COMPLETE SYSTEM. THE G.C. SHALL SUBMIT THE IRRIGATION SYSTEM DESIGN TO THE ARCHITECT/OWNER FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.
  - DURING EXCAVATION, GRADING, AND INSTALLATION OF REQUIRED LANDSCAPING, ALL SOIL EROSION AND SEDIMENTATION CONTROL REGULATIONS SHALL BE STRICTLY FOLLOWED AND COMPLIED WITH.
  - ALL LAWN AREAS SHALL BE HYDROSEED. SEED SHALL BE INSTALLED ON TOPSOIL UNLESS APPROVED OTHERWISE. DO NOT SEED UNTIL ACCEPTANCE OF FINISH GRADE.
  - SEED SHALL BE INSTALLED ON A MIN. OF 3"-4" OF LIGHTLY COMPACTED APPROVED TOPSOIL. TOPSOIL SHALL BE FERTILE, SCREENED, FRIABLE TOPSOIL FREE OF STONES 1/2" IN DIA. AND LARGER, ROOTS, STICKS, OR OTHER EXTRANEOUS MATERIAL INCLUDING NOXIOUS PLANTS. PH BETWEEN 6.0 AND 6.5, SALTS 500 PARTS PPM, ORGANIC CONTENT 3% MIN. DO NOT INSTALL TOPSOIL UNTIL APPROVED BY OWNER/C.M. TOPSOIL SHALL BE FINE GRADED TO A SMOOTH FINISH, FREE OF LUMPS AND DEPRESSIONS.
  - ALL LANDSCAPE ISLANDS WITHIN PARKING LOTS SHALL BE BACK FILLED WITH TOPSOIL TO A DEPTH OF 18" MIN.
- IRRIGATION NOTES:**
- ALL PLANTING AREAS, LAWN AREAS AND LANDSCAPE ISLANDS SHOWN ARE TO HAVE A COMPLETE IRRIGATION SYSTEM. THE G.C. SHALL BE RESPONSIBLE FOR RETAINING A QUALIFIED FIRM FOR THE DESIGN OF THE IRRIGATION SYSTEM. THE DESIGN MUST SHOW HOW THE SYSTEM TIES INTO THE BUILDING AND MUST SHOW ALL OF THE NECESSARY EQUIPMENT FOR A COMPLETE SYSTEM. THE G.C. SHALL SUBMIT THE IRRIGATION SYSTEM DESIGN TO THE ARCHITECT/OWNER FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.
- REQUIREMENT NOTES:**
- PER ARTICLE 3 - GENERAL REQUIREMENTS, CITY OF WYOMING ZONING ORDINANCE

**FRONT YARDS AND SECONDARY FRONT YARDS**

1 (ONE) SHADE TREE, 2.5" CAL. MIN. OR 1 (ONE) EVERGREEN TREE, 6" HT. MIN. OR COMBINATION REQUIRED EVERY 50 LF.  
 WEXFORD STREET: 153 LF. = 4 TREES REQUIRED / 4 TREES PROPOSED (1 TO REPLACE REMOVED TREE) + 1 EXISTING CANOPY TREE TO REMAIN  
 JEFFERSON AVE: 282 LF. = 6 TREES REQUIRED / 5 TREES PROPOSED + 1 EXISTING CANOPY TREE TO REMAIN  
 36TH STREET: 153 LF. = 4 TREES REQUIRED / 4 TREES PROPOSED

**GREENBELT AREAS**

AT LEAST 10% OF REQUIRED GREENBELT AREA MUST CONTAIN TREES, SHRUBBERY, FLOWER BEDS, BERMS, GROUNDCOVER, LANDSCAPE MULCH, WOODCHIPS, STONE AND/OR OTHER TYPES OF LANDSCAPE MATERIALS

**REQUIRED**

WEXFORD ST. SIDEWALK TO BUILDING FACADE	=	2,328 SF. GREENBELT AREA
JEFFERSON AVE. SIDEWALK TO CONCRETE DRIVE**	=	493 SF. GREENBELT AREA
36TH ST. SIDEWALK TO BUILDING FACADE	=	2,081 SF. GREENBELT AREA
TOTAL GREENBELT AREA	=	4,902 SF., 10% REQUIRED AREA = 490 SF.

**PROPOSED**

WEXFORD ST. EDGE OF PLANTING BED TO BUILDING FACADE	=	715 SF. GREENBELT AREA
JEFFERSON AVE. EDGE OF PLANTING BED TO SIDEWALK	=	327 SF. GREENBELT AREA
36TH ST. EDGE OF PLANTING BED TO BUILDING FACADE	=	656 SF. GREENBELT AREA
TOTAL GREENBELT AREA	=	1,698 SF. PROPOSED GREENBELT AREA

**NOTES:**

\*\*TWO (2) EXISTING TREES HAVE BEEN SAVED AND ONE (1) EXISTING TREE HAS BEEN REPLACED WITH ONE (1) CANOPY TREE AS SHOWN ON LANDSCAPE PLAN.  
 \*\*CALCULATION DOES NOT INCLUDE AREA INSIDE FENCE

AGENDA ITEM NO. 6

Request for Rezone from R-3, RO-1 and P-1 to R-4 at 135 and 137 36th Street SE  
(Section 18) (Linc Up).

Hofert explained that the site is currently zoned R-3, P-1, and RO-1. Adjacent parcels are zoned R-3 Residential to the north, south, and west, and I-1 Industrial to the east. The site is currently used for Godwin Heights Middle School parking, as well as a community garden.

Hofert then stated the site is envisioned to be used for two townhouse buildings, each with six units that will be part of a condominium. The LEED certified units will be two stories tall, with three bedrooms and two and a half baths. One townhouse will face 36<sup>th</sup> Street, the other will face Wexford Street. These will be constructed in two phases, with the building facing Wexford being built first. It is proposed that each townhouse will have its own accessory garage located behind each unit. The homes will have a shared ownership agreement including a shared driveway and trash services. The driveway is accessible via Jefferson Ave. If rezoned, the applicant would apply to combine the two parcels.

Unlike other zoning procedures such as special use approval, site plan review, or planned unit development, ordinance amendments and rezonings are legislative decisions, not tied to specific standards listed in the ordinance. However, certain factors are commonly considered with respect to rezonings, including:

*a. Consistency with the adopted master plan;*

When the City's Master Plan was updated in 2006, it had envisioned for this site to allow for low-medium density residential uses in the future. Rezoning this property from RO-1 Restricted Office and P-1 Vehicular Parking to R-4 would allow future opportunities for the envisioned type of residential uses.

*b. Compatibility of the allowed uses with existing and future land uses;*

The proposed R-4 District would allow for medium density residential units to become permitted. This medium-density type development is compatible with the envisioned land use of the City's Master Plan.

*c. Capability of the property to be served by public services;*

There are no apparent impediments that would prevent public services from serving the site.

*d. Ability of the property to be used as currently zoned;*

This parcel is currently zoned RO-1 and P-1, which only permits office and vehicular uses. For the proposed low-medium density residential development to be built, the site must be rezoned to a land-use that permits this residential use. The rezoning would allow for the property to become consistent with the zoning and the residential character of adjacent sites.

*e. Appropriateness of all uses allowed within the proposed district at the property location.*

All principal permitted uses in the proposed R-4 district would be appropriate at this location.

Hofert stated the Development Review Team recommends that the Planning Commission approve the request for rezone from R0-1 Restricted Office and P-1 Vehicular Parking to R-4 Residential for 135 & 137 36<sup>th</sup> St. SE, and recommend the same to the City Council subject to the following conditions:

1. The two parcels will need to be combined. A land combination application will need to be completed and submitted by the owner to the City Assessor's Office.
2. The developer must receive variances from the City's Zoning Board of Appeals for front yard setbacks, secondary front yard setbacks, side yard setbacks, accessory building setbacks, accessory building lot coverage, and substandard lot size.
3. Developer must apply for site plan approval pending approval of this rezone petition. A copy of the proposed condominium agreement must be included in the proposed site plan application.

Currently the lot is used by Godwin Heights Public Schools for staff parking. City staff has spoken with the school, and the school has stated there is available parking for staff on campus. Hofert stated a letter has been supplied to staff which confirms the school has appropriate parking space to accommodate the relocated vehicles.

Chair DeLange opened the public hearing at 11:15 pm.

Sarah Vroma, 152 Freedom, opposed the rezoning. She said she spoke on behalf of everyone who had used the garden plots. She would like the condominiums to be relocated. There will be more traffic, and there is a lot of children that walk in the area because of the school.

Lee Groth, 60 – 36<sup>th</sup> St. SE, opposed the rezoning. He and his wife had started the South Godwin Neighborhood Association. They had helped to improve the neighborhood. He wanted to see the garden saved. He thought the money used to build the condominiums should be used to improve the current neighborhood houses.

Robin Groth, 60 – 36<sup>th</sup> St. SE, opposed the rezoning. She expounded on her husband's comments regarding the neighborhood improvements. She thanked the commissioners for their service. She thought the density of the proposal was excessive. She does not want the new units used for section 8 housing.

Chair DeLange closed the Public Hearing at 11:24 pm and invited the developer to the podium.

Jeremy DeRoo, Linc Up, 1167 Madison Ave., Grand Rapids, explained Linc Up is a non-profit organization created to expand housing opportunities. They had connected with the Godwin Heights School District regarding this site. The proposed would be twelve homes with resident ownership. This would allow full time working families to purchase new homes at affordable rates. Linc Up tries to work within the fabric of the neighborhood. The rezoning would help

make the project work and would add value to the neighborhood. The school system is supportive. The school's best use of the land is to sell it, and the best use of the land would be affordable housing.

A motion by Weller, supported by Goodheart, to recommend to City Council approval of the request for a rezone from R-3, RO-1, and P-1 to R-4.

Chatterley thought it was a great development proposal. She reaffirmed the city needs more affordable housing according to the needs assessment, but she also believed it was important for residents to grow their own food. She wondered if the city could relocate the garden to a new location.

Rynbrandt clarified the property is not under the City's authority. The City cannot mandate any extension or relocation of the community garden.

Hofert pointed out that the City code had recently been amended to allow gardens in residential side yards, thereby expanding available garden area for residents.

Chair DeLange affirmed the Groths have been passionate supporters of their area. He believed the Groths and the city shared some of the same goals for the area.

Weller had never seen a similar project but thought it should be allowed. He thought if it worked, it might spark redevelopment of the area.

Chair DeLange thought the development would be great for that area although he asked staff to encourage the school to reduce the on-street parking.

There was general discussion about funding assistance for existing residences, and concern about the removal of the community garden.

A vote on the motion to recommend rezoning carried unanimously.

### INFORMATIONAL

#### Analysis of Impediments (AI) to Fair Housing Choice and Housing Needs Assessment

Rynbrandt asked all the commissioners to take the time to read the analysis and encouraged them to attend the joint City Council, Planning Commission, Zoning Board of Appeals, and CDBG meeting on February 3, 2019 at 5:00 pm.

### PUBLIC COMMENT

There was no public comment.

ADJOURNMENT

The meeting was adjourned at 11:38 p.m.

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William Hegyi, Secretary  
Wyoming Planning Commission

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Char Bell, Acting Recording Secretary  
Wyoming Planning Commission



ORDINANCE NO. 10-20

ORDINANCE TO AMEND THE CODE OF ORDINANCES BY AMENDING SECTION  
34-3 TO ADOPT THE INTERNATIONAL FIRE CODE, 2018 EDITION, BY  
REFERENCE TOGETHER WITH CERTAIN AMENDMENTS AND APPENDICES

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 34, section 34-3 of the Code of the City of Wyoming, Michigan, is amended to read as follows:

**Sec. 34-3. – Adoption of International Fire Code.**

(a) The International Fire Code, 2018 Edition, published by the International Code Council, Inc. together with its Appendices B, D, F, I, and N, is adopted by reference. A complete copy is available to the public at the Department of Public Safety-Fire Services office and the City Clerk's Office in compliance with state law.

(b) The blanks and jurisdictional specifications in the International Fire Code, 2018 Edition, are completed and specified, and certain sections of the International Fire Code, 2018 Edition, are amended to read, as follows:

(1) The blank in section 101.1 is completed with the phrase "the City of Wyoming, Michigan."

(2) Section 102.4 is amended to read as follows:

102.4 Application of Building Code. The design and construction of new structures, if within its scope, any alterations, additions or changes in structures required by this code, shall comply with the state construction of the state of Michigan.

(3) Section 110.4 is amended to read as follows:

110.4 Violations and Penalties. Persons who violate a provision of this code or fail to comply with any of the requirements thereof or who erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this chapter, shall be responsible for a municipal civil infraction punishable by a fine of \$250.00. Subsequent offenses are misdemeanors punishable by a fine of \$500, or imprisonment for up to 90 days, or both such fines and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(3) Section 112.4 is amended to read as follows:

Section 112.4 Failure to Comply. Any person who continues work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be responsible for a municipal civil infraction punishable by a fine of \$250.00. Subsequent offenses are misdemeanors punishable by a fine of \$500, or imprisonment for up to 90 days, or both such fines and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(4) Section 307 is amended to read as follows:

Open burning is allowed and may be undertaken only as provided by and in compliance with section 30-35 of the Code of Ordinances, City of Wyoming, Michigan.

(5) The date by which a sprinkler system must be installed as provided in section 1103.5.3 shall be immediately for all new construction, and for existing structures at the earlier of (i) within 5 years after the date of the adoption by reference of the International Fire Code, 2018 Edition, or (ii) when it would be required of other Group I-2 occupancies under section 1103.5.2.

(6) Section 5704.2.9.6.1 is amended to read as follows:

5704.2.9.6.1. Locations where above-ground tanks are prohibited. Above-ground storage tanks are prohibited in the City of Wyoming except as allowed under and as approved in accordance with Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan.

(7) Section 5706.2.4.4 is amended to read as follows:

5704.2.49.4. Locations where above-ground tanks are prohibited. Above-ground storage tanks are prohibited in the City of Wyoming except as allowed under and as approved in accordance with Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan.

(8) Section 5806.2 is amended to read as follows:

5806.2 Limitations. Storage of flammable cryogenic fluids in stationary containers is prohibited in the City of Wyoming except by special approval in an I-2 general industrial zoning district in accordance with Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan.

(9) Section 6104.2 is amended to read as follows:

6104.2 Maximum capacity with established limits. Except by special approval in an I-2 general industrial zoning district in accordance with Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan the aggregate capacity of any one installation of storage of liquefied petroleum gas shall not exceed a water capacity of 250 gallons.

Section 2. That this ordinance shall take effect on \_\_\_\_\_, 2020.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on \_\_\_\_\_, 2020.

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Kelli A. VandenBerg,  
Wyoming City Clerk

Ordinance No. 10-20

## STAFF REPORT

Date: January 6, 2020  
Subject: Amendment to Fire Code Ordinance  
From: Scott Smith, City Attorney  
Meeting Date: April 20, 2020 Council Meeting

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### **RECOMMENDATION:**

Adopt the Ordinance to Amend Section 34-3 of the City Code to Adopt the International Fire Code, 2018 Edition, by Reference Together with Certain Amendments and Appendices.

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

Community – The ordinance will provide the community an updated version of an internationally accepted fire code, one that is commonly used in communities throughout the country.

Safety – The ordinance will ensure established fire safety measures are employed throughout the community protecting persons and property, including firefighters and their equipment.

Stewardship – Adherence to this code will minimize losses due to fire damage.

### **BUDGET IMPACT:**

It is hoped this ordinance will help control prosecution and defense costs.

### **DISCUSSION:**

The City is permitted to adopt by reference nationally recognized codes. As those codes are periodically updated, it is important for the City to adopt the updated version with updated safety requirements and updated references to other codes with which consistency is needed.

ORDINANCE NO. 11-20

ORDINANCE TO AMEND THE CODE OF ORDINANCES BY AMENDING SECTION 1-2 ENTITLED "DEFINITIONS AND RULES OF CONSTRUCTION," CHAPTER 14 ENTITLED "BUSINESS," AND CHAPTER 70, ARTICLE IV, DIVISION 2 ENTITLED "SNOW PLOWING," AND BY REPEALING SECTION 1-20 OF THE CITY CODE, ENTITLED, "REFERENCE TO OFFICES" AND CHAPTER 70, ARTICLE III, DIVISION 2 ENTITLED "LICENSES," TO UPDATE PROVISIONS FOR LICENSING AND REGULATING BUSINESSES IN THE CITY AND PROVIDING PENALTIES FOR VIOLATION OF THOSE PROVISIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That section 1-2 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

**Sec. 1-2. - Definitions and rules of construction.**

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

- (1) *Charter* means the City Charter of the city, including all amendments.
- (2) *City* means the City of Wyoming, Michigan.
- (3) *Clerk* means the duly appointed and serving city clerk of the city.
- (4) *Code* means the Code of Ordinances, City of Wyoming, Michigan including all amendments.
- (5) *Council or city council* means the city council of the city.
- (6) *County* means the County of Kent, Michigan.
- (7) *MCL* means the Michigan Compiled Laws including all amendments.
- (8) *Month* means a calendar month.
- (9) *Oath* includes affirmation.
- (10) *Owner* means anyone having an ownership interest in land, building or personal property.
- (11) *Person* means an individual, partnership, association, for-profit or non-profit corporation, ecclesiastical corporation, limited liability company, limited partnership, trust, estate or any other recognized legal entity.
- (12) *Personal property* means any money, goods, chattels, things in action and evidence of debt.
- (13) *Property* means both real and personal property.
- (14) *Public place* means any public way, park, trails or pathways, sidewalk, street, cemetery, schoolyard or open space adjacent thereto; any public lake or stream; and any place or business open to the use of the public in general, open to public view or to which the public has access.
- (15) *Real estate and real property* means lands and all legal and equitable interests in lands and all buildings, other structures and other improvements to, on, over or under that land.
- (16) *Sidewalk* means any paved area between the curb-line, or the lateral lines of a roadway, and the adjacent property line, intended for the use of pedestrians, bicycles (used by children or when otherwise allowed), or other non-motorized transportation devices.
- (17) *State* means the state of Michigan.
- (18) *Street* means and includes any public way, road, highway, street, avenue, boulevard, parkway, alley, lane, viaduct, bridge and the approaches thereto within the city including all parkways, curb lawns, sidewalks, linear pathways or trails, and other areas within any right-of-way resulting from a deed, easement, dedication, adverse possession, plat, eminent domain, prescription, operation of state law (such as, for example and not for limitation, section line roads, highway by user or other statute), or other means.
- (19) *Whoever* means any person.
- (20) *Year* means a calendar year, unless otherwise expressed.

(b) The following rules of construction shall apply to this Code except when the context clearly indicates otherwise.

- (1) Computation of time shall be as provided by applicable state law or as state statutes are construed.
- (2) Whenever a city officer, employee, office, department, board, commission or other agency, when referred to by title only it shall be construed as if followed by the words "of the City of Wyoming, Michigan" and to include any authorized designee and any successor of that officer, employee, office, department, board, commission or other agency.

- (3) The use of the masculine gender includes the feminine and neuter genders and use of the feminine gender includes the masculine and neuter genders.
- (4) This Code shall be interpreted and applied to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where a provision of the Code imposes greater restrictions upon the subject matter than the general provisions imposed by the Code, the provision imposing the greater restriction or regulation shall govern.
- (5) Provisions giving joint authority to three or more public officers or other persons shall be construed as giving such authority to a majority of such officers or other persons unless otherwise expressly stated.
- (6) Singular words include the plural, and plural words include the singular.
- (7) The words "shall" and "will" are mandatory and not directory. The word "may" is permissive.
- (8) Words used in the present or past tense include the future as well as the present and past.

Section 2. That Chapter 14 of the Code of Ordinances, City of Wyoming, Michigan, is amended to read as follows:

## **CHAPTER 14 - BUSINESS**

### **ARTICLE I. – GENERAL PROVISIONS APPLICABLE TO CHAPTER**

#### **Sec. 14-1. – Purpose of chapter.**

The City Council finds that certain business regulations protect, advance or are otherwise in the general interest of the public health, safety and general welfare for many reasons among which are the following:

- (1) Business licensing provides information about businesses in the city, such as, for example and not for limitation, names and contact information for responsible persons, information about the type of business, hours of operation, and materials used or sold in the business, that is necessary for the law enforcement and fire personnel who seek to protect the interests of the businesses, security of business property, the safety of business employees and patrons, and the safety of city personnel and the general public.
- (2) Some types of businesses may have, may be perceived to have, or may historically have (i) a greater likelihood of association with criminal activity, (ii) posed a greater threat to public health or safety, (iii) been more risky for employees, (iv) been a more frequent focus of complaints, (v) used or sold possibly hazardous materials, (vi) attracted less scrupulous patrons, (vii) resulted in more complaints to government officials or agencies, or (viii) required more scrutiny from or resources of government agencies.
- (3) Some businesses are operated in a manner that requires disproportionate city services and resources.
- (4) Some state laws require compatible local ordinances to effectuate their provisions.
- (5) Some state laws require local ordinances to either allow or preclude certain businesses.
- (6) Sometimes business regulations are an effective means for preventing undesirable business practices or less desirable effects of some businesses.

#### **Sec. 14-2. – Definitions.**

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

- (a) *Adult business* means a commercial establishment that has a significant or substantial portion of its inventory in, that obtains a significant or substantial portion of its revenues from, or that a significant or substantial section of its sales and display space is devoted to, the sale or rental, for any form of consideration, of adult material or adult novelties and includes, for example and not for limitation, one or a combination of adult bookstores, adult personal service businesses, adult cabarets, adult novelty businesses, nude body painting, escort services, nude body dancing or display. For purposes of this definition, "significant or substantial portion" means 30 percent or more of the term which is modified by that phrase.
- (b) *Adult cabaret* means an establishment that may or may not serve food or beverages and has the presentation or display of (i) dancers, entertainers, wait staff or employees who display specified anatomical areas or who engage in specified sexual activity, or (ii) videos, films or other adult material.
- (c) *Adult material* means any tangible thing characterized by emphasis on specified sexual activities or specified anatomical areas, through reading, observation, sound or in any other manner, including, but not limited to, anything printed or written, pictures, drawings, pictorial representations, photo, videos, films, transparencies, slides, audio recording, electronic images, CGI, holographic images, any other electronically produced or reproduced images, or any mechanical, chemical or electronic reproduction. This definition includes material produced by any current or future technology.

- (d) *Adult novelties* means objects, items and/or devices offered for sale which are designed for sexual stimulation or which stimulate human genitals.
- (e) *Adult personal service business* means a business that, as its principal activity, has one or more individuals who, while nude or while displaying specified anatomical areas, provide personal services for another person including, but not limited to, modeling studios, body painting studios, wrestling studios, and conversation parlors.
- (f) *Alcoholic liquor* means that term as defined in the Michigan liquor control act, 1998 PA 58, MCL 436.1101 *et seq.*
- (g) *Applicant* means an applicant for a license under this chapter.
- (h) *Building official* means the registered building official, building inspector or plan reviewer who the city has designated as its lead building official or that individual's designee.
- (i) *Business personnel* means the directors, members, partners, officers, employees, volunteers, agents and representatives of an applicant, licensee or other business, including any independent contractor performing services for an applicant, licensee or other business.
- (j) *Buttock* means an individual's perineum and anus.
- (k) *Goods* means all goods, wares, merchandise and other personal property, excepting chooses in action and money. It includes prepared and unprepared foods.
- (l) *IHRA* means the Industrial Hemp Research Act, 2014 PA 547, MCL 286.841 *et seq.*
- (m) *Licensee* means a person to whom a license has been issued under this chapter.
- (n) *Liquor control requirements* means requirements in or rules promulgated under the Michigan liquor control act, 1998 PA 58, MCL 436.1101 *et seq.*
- (o) *Massage establishment* means a building, room, place or establishment, where body massage is regularly practiced on the human body, for other than cosmetic or beautifying purposes, with or without the use of nonpowered mechanical or bathing devices but does not include (i) hospitals, nursing homes, medical clinics, or offices of a physician, surgeon, osteopath or chiropractor, (ii) exercise clubs, exclusively for members without massage in any form, and (iii) barber shops or beauty parlors without massage in any form.
- (p) *Marihuana establishment* means that term as defined in the MRTMA.
- (q) *Marihuana facility* means that term as defined in the MMFLA.
- (r) *MMFLA* means the Medical Marihuana Facilities Licensing Act, 2016 PA 281, MCL 333.27101 *et seq.*
- (s) *MMMA* means the Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 *et seq.*
- (t) *Motor vehicle* means any motor vehicle as defined by the Michigan Vehicle Code, 1949 PA 300, MCL 257.1 *et seq.*
- (u) *MRTMA* means the Michigan Regulation and Taxation of Marihuana Act, 2018 IL 1, MCL 333.27951 *et seq.*
- (v) *Nudity or nude* means the knowing or intentional live display of a human genital organ or anus with less than fully opaque covering or a female's breast with less than a fully opaque covering of the nipple and areola. Nudity does not include a woman's breastfeeding of a baby whether or not the nipple or areola is exposed during or incidental to the feeding.
- (w) *Nude modeling studio* means a place which offers as its principal activity the providing of models to display specified anatomical areas for artists and photographers for a fee. Offered for sale means offered in exchange for money, a membership fee or any other valuable consideration.
- (x) *Nuisance business* means a business that meets any of the following criteria:
- (1) Within any-60-consecutive day period police have been dispatched to the business location two or more separate times due to any one or combination of:
    - (A) Alleged criminal acts involving minor in possession of alcoholic liquor,
    - (B) Sales of alcoholic liquor in violation of applicable law,
    - (C) Assault or attempted assault,
    - (D) Criminal sexual conduct or attempted criminal sexual conduct,
    - (E) A fight,
    - (F) Unlawful discharge of a firearm,
    - (G) Unlawful possession or sale of controlled substances,
    - (H) Robbery or attempted robbery,
    - (I) Exhibition of a dangerous weapon, or
    - (J) Theft other than retail fraud.

(2) Within any 60-consecutive-day period there have been two or more separate incidents or occurrences at the business location leading to the arrest and prosecution of individuals charged with committing any one or combination of the following:

- (A) Alleged criminal acts involving minor in possession of alcoholic liquor,
- (B) Sales of alcoholic liquor in violation of applicable law,
- (C) Assault or attempted assault,
- (D) Criminal sexual conduct or attempted criminal sexual conduct,
- (E) A fight,
- (F) Unlawful discharge of a firearm,
- (G) Unlawful possession or sale of controlled substances,
- (H) Robbery or attempted robbery,
- (I) Exhibition of a dangerous weapon,
- (J) Theft other than retail fraud, or
- (K) The occupancy of the business premises or any part of the business premises exceeded any legal limits.

(3) Within any 60-consecutive-day period there have been two or more substantiated reports to city public safety personnel, the building officials or inspection staff, the city planner, or city manager's office about conditions of the business property, emanating from the business property or seemingly affiliated with business personnel or patrons including:

- (A) Disturbances of the peace,
- (B) Harassment of passersby,
- (C) Extensive littering or a failure to maintain within appropriate containers all refuse and trash or to remove refuse and trash before it becomes a nuisance due to excessive accumulation, odors, or the attraction of rodents, insects or other vermin,
- (D) Nudity or semi-nudity in violation of applicable laws or ordinances,
- (E) Gang activity,
- (F) Illegal sale or distribution of controlled substances,
- (G) Unlawful or uncontained accumulation of solid waste,
- (H) Public urination or defecation,
- (I) Harborage or infestation of rodents, insects or other vermin,
- (J) Parking violations,
- (K) Prostitution,
- (L) Distribution or consumption of alcoholic liquor except as permitted by law,
- (K) Emission of excessive dust or offensive odors experienced beyond the business' property lines,
- (L) Unlawful obstruction of any public right-of-way,
- (M) Occupancy of the business premises or any part of the business premises exceeding any legal limits or in violation of any law, rule or regulation,
- (N) Accumulation of inoperable or unlicensed motor vehicles (except for a business licensed for vehicle repair and consistent with such license and other regulations), machinery or equipment,
- (O) Illegal sale of tobacco or vaping materials,
- (P) Violations of fire, construction or property maintenance code requirements,
- (Q) Violations of city noise ordinance provisions,
- (R) Violations of public health codes,
- (S) Outside storage in violation of applicable ordinances or laws, or
- (T) Failures to maintain grass length, landscaping or hard surfaces in accordance with applicable legal requirements.

(4) Within any 60-consecutive-day period, there have been more than 15 incidents of retail fraud at the business location reported to city or county law enforcement officials.

- (y) *Operate or cause to operate* means to cause to function or to put or keep in a state of doing business.
- (z) *Operator* means any person on the premises of a business who exercises overall operational control of the business or a part of the business, who can open or close the business to the public, or who causes to function or who puts or keeps the business open or in operation. A person may be operating or causing to be operated a business regardless of whether that person is an owner or part owner of the business.

(aa) *Parking lot* means any outdoor space or uncovered plot, place, lot, parcel, yard or enclosure, or any portion thereof, and where more than five motor vehicles are intended to be and may be parked, stored, housed or kept.

(bb) *Patron* means a customer, client, patient, shopper, or member of the public, not an employee of the business, who is on the premises to obtain, receive or view the products, services or performances offered by the business.

(cc) *Pawnbroker* means a person who loans money on deposit, or pledge of personal property, or other valuable thing, other than securities or printed evidence of indebtedness, or who deals in the purchasing of personal property or other valuable thing on condition of selling the same back again at a stipulated price.

(dd) *Regulated sale* means:

(1) Any sale, whether described by such name or by any other name, such as, but not limited to: close-out sales, liquidation sales, lost-our-lease sales, forced-to-vacate sales, or any other sale held in such a manner as to imply that, upon disposal of the stock of goods on hand, the business will cease and discontinue at the premises where the sale is conducted.

(2) Any sale held in such a manner as to induce a belief that, upon disposal of the stock of goods on hand, the business will cease and discontinue at the premises where the sale is conducted, and thereafter will be moved to and occupy another location.

(3) Any sale of goods that is an insurance, bankruptcy, mortgage, insolvent, assignee's, executor's, administrator's, receiver's, trustee's, removal or sale, going out of business or sale of goods damaged by fire, smoke, water or otherwise, unless the seller first obtains a license to conduct the sale from the city clerk under article IX. This does not apply to sales by a person who regularly engaged in insurance or salvage sale of goods, or the sale of goods which have been damaged by fire, smoke, water or otherwise, or who acquired the goods for the account of others as a result of fire or other casualty.

Regulated sales do not include: (i) a sale conducted by or at the behest of a governmental official or agency as authorized by law, (ii) a sale of goods being sold by a person who has acquired a right, title or interest in goods as an heir, devisee or legatee or pursuant to an order or process of a court of competent jurisdiction, or (iii) the sale of goods from a private residence by the owner of that residence a sale of goods which goods include only household furnishings used within that residence or the personal clothing, jewelry, tools and other personal items owned by the owner of that residence.

(ee) *Second hand dealer* or *junk dealer* means those terms as defined in 1917 PA 350, MCL 445.401 *et seq.*

(ff) *Semi-nude* means the showing of the female breast below a horizontal line across the top of the areola and extending across the width of the breast at that point, or the showing of the male or female buttocks. This does not include cleavage of the human female breasts exhibited by a bikini, dress, blouse, shirt, leotard or similar wearing apparel if the areola is not wholly or partially exposed. Semi-nudity does not include a woman's breastfeeding of a baby whether or not the nipple or areola is exposed during or incidental to the feeding.

(gg) *Sexual intercourse* means genital coitus, fellatio, cunnilingus, anal intercourse or any other intrusion of any person's body or of any object into the genital or anal openings of any person's body.

(hh) *Specified anatomical areas* means:

(1) Human male genitals in a discernibly turgid state, even if completely and opaquely covered; or

(2) Less than completely and opaquely covered:

(a) Female breasts below a point immediately above the top of the areola;

(b) Human genitalia;

(c) Pubic region; or

(d) Buttock.

(ii) *Specified sexual activities* means:

(1) Acts of human masturbation or sexual intercourse;

(2) Human genitals in a state of sexual stimulation or arousal; or

(3) Fondling or other erotic touching of human genitalia, pubic region, buttock, or a female breast.

(jj) *Vendor/solicitor* means any person who engages in any of the following activities:

(1) Travels from place to place for the purpose of distributing leaflets, pamphlets, fliers, or other literature advertising or seeking orders for the sale of goods or services; or displaying, selling, making sales, offering for sale, or leasing with the option to buy, takes orders for, or attempts to take orders for the retail sale of any goods, property, or services whatsoever for current or future delivery. This includes any person who travels by foot, vehicle, wagon, cart or any other means displaying, selling, offering for sale, taking orders for sale, or leasing with the option to buy, at retail, any goods, property,



or service. It further includes any person who operates a pushcart, or other structure powered by bicycles or human power, with at least two operational wheels, which can be easily moved and which is used by a vendor to conduct sales.;

(2) While not traveling from place to place, engaging temporarily in a retail sale of goods, wares or merchandise in any place in the city and who for the purpose of conducting business temporarily occupies any private lot, building, room or structure of any kind. This provision does not authorize sales on city-owned property or other public place unless authorized under a separate written agreement and does not authorize any activity that does not comply with chapter 90 of this Code.

(3) While not having any fixed business address in the city, travels from place to place within the city, for purposes of seeking donations of money, goods, services or other things of value for any purpose.

Vendor/solicitor does not include the following:

(A) A person engaged in distributing information, seeking signatures on petitions, or engaging in other communications that are not focused on making sales of or obtaining orders for any goods or services or seeking any contributions of money, goods, services or other things of value.

(B) A person who is an authorized employee or other agent of a business licensed under this chapter that has a fixed place of operation in the city.

(C) A person who sells at an art fair, farmers' market, festival or similar special event at the invitation of the event's sponsor, if (i) the sponsor has obtained a vendor/solicitor license and (ii) the person provides the sponsor with the person's sales tax license number.

(D) A person under 18 years old selling goods or services, or soliciting orders for goods or services, on behalf of a public or private school or affiliated organization in the city, a non-profit organization in the city, or place of worship in the city.

(E) Sales of goods or other items of value and solicitations conducted electronically, by mail, or by other means without any physical presence in the city if the goods or other items of value are delivered by mail, FedEx, UPS, DHL, or other courier.

(F) Sales of cable or other internet or broadband services.

#### **Sec. 14-3. – Businesses, individuals or premises licensed by others.**

(a) This chapter concerns the licensing of a business or of certain activities, not the licensing of individuals.

(b) This chapter does not preempt or modify requirements for licensing, registration, certification or other approval of any business, individual, activity, or premises by a federal, state, county or other officially recognized body or official. Applicants and licensees under this chapter must comply with requirements for licensing, registration, certification or other approval of any business, individual or premises by a federal, state, county or other officially recognized body or official. All premises within in the city that are used or occupied by an applicant or licensee and all activities within that premises must comply with applicable zoning ordinance, construction code, property maintenance code, water and sanitary sewer, drainage and other requirements under other city ordinances, rules, regulations and policies.

(c) Unless the laws, rules and regulations related to licensing, registration, certification or other approval of a business, person, activity or premises by a federal, state, county or other officially recognized body or official preempts local licensure, no person will be exempt from licensing under this chapter due to the issuance of any such license or other approval by another government, agency, body, or official. If, however, laws, rules and regulations related to licensing, registration, certification or other approval of a business by a federal, state, county or other officially recognized body or official preempts local licensure as provided in this chapter, then no city license is required.

(d) If, to legally engage in the business in Michigan, it is necessary for a person to obtain or to employ or otherwise engage persons who have obtained a license, registration, certification or other approval from a federal, state, county or other officially recognized body or official, no license or shall be issued under this chapter until that person submits evidence of all such other required approvals. This provision shall not apply in any situation in which it is not legally possible to obtain a license, registration, certification or other approval from a federal, state, county or other officially recognized body or official without first having obtained a license under this chapter.

#### **Sec. 14-4. – Application.**

Applications for licenses, certifications, or registrations under this chapter, together with the applicable license fee, must be filed with clerk on a form provided by the city clerk. In addition to (i) other

information the clerk may request with the approval of the city attorney and (ii) such information as is required under other articles in this chapter, a license application must include the following:

- (a) The applicant's name, the applicant's business address in the city, in accordance with the following:
  - (1) If the applicant is an individual the applicant's name must be as it appears on the applicant's driver's license or voter registration and the application must also include the applicant's home address if it is different from the applicant's business address and the applicant's date of birth.
  - (2) If the applicant is a person other than an individual, the applicant's name must be as it appears on any business name filing with the state of Michigan and, if the applicant has other business addresses, the application must include the address of the applicant's principal place of business.
  - (3) If the applicant is a person other than an individual and the applicant is not a business traded on a public stock exchange, the application must include the names, home addresses and dates of birth of:
    - (A) The individual serving as the applicant's directors, trustees, general members, operating members, general partners, and principal officers.
    - (B) Any individual owning 20% or more of the stock or other equity in the applicant.
- (b) A general description of the applicant's business including the goods sold and services provided.
- (c) A statement about the applicant's intended business hours.
- (d) If the applicant has a direct or indirect web or social media presence, the direct or indirect website address and social media information.
- (e) If the applicant or its employees or agents need to be licensed, registered, certified or otherwise approved by a federal, state, county or other officially recognized body or official in order to conduct the applicant's business in the city, copies of the pertinent documents must be submitted with the application.
- (f) If the applicant will have any hazardous, toxic, extra-flammable or explosive substances or materials (other than those of a type and in quantity generally found within a household) on or within its business premises, the applicant shall provide a detailed list of those substances and materials, as well as of their location(s) on or within the premises in a form required by the city fire department.
- (g) If the applicant will have any especially valuable and easily transportable items or materials on or within its business premises, the application should generally describe those items.
- (h) Business hours and after hours contact information for one or more individuals who will have knowledge about and access to the applicant's city business premises at any time.
- (i) The application must be accompanied by any bond and proof of insurance including any required riders or endorsements, that are required by this chapter.

**Sec. 14-5. – Investigation, processing and issuance.**

- (a) Upon receipt of an application under this chapter, the clerk shall:
  - (1) Review the application to ensure it includes all required information and other materials.
  - (2) Transmit a copy of the application and other materials to the police chief, fire chief, treasurer, city planner, and building official for review and comment.
- (b) The officials to whom a copy of the application has been provided shall review it and report their findings as follows:
  - (1) The police chief shall review the application and other information to determine whether the applicant or any individual identified in the application (i) has been found guilty or responsible or has pled guilty, no contest, or responsible to any crime, civil infraction, or municipal civil infraction that indicate the applicant or individual may not serve patrons in a fair, honest or open manner, (ii) has been found guilty responsible or has pled guilty, no contest, or responsible to any crime, civil infraction, or municipal civil infraction that indicate the applicant or individual has engaged or may engage in actions injuring to persons, damaging to property of others, or damaging to the environment or natural resources, (iii) has violated a provision of this chapter or an ordinance in another community similar to this chapter, or (iv) has been closely affiliated with other persons who meet the criteria of subparagraphs (ii) or (iii).
  - (2) The fire chief shall review the application and other information to determine whether the premises, activities on the premises, and information about the premises, substances and materials to be located on the premises, and information provided complies with applicable fire codes.
  - (3) The treasurer shall review the application and other information to determine whether the applicant or any individual identified in the application is in default to the city due to a failure to pay property taxes, special assessments, water or sanitary sewer fees, fees or charges from city inspections

staff, fees charged by any other city department for services, or any other amount due and owing the city.

(4) The city planner shall review the application and other information to determine whether the proposed use of the premises and other aspects of the business will comply with applicable city zoning requirements. If the city planner is aware of information that the applicant, any individual identified in the application, or the premises from which the business is to be conducted have violated city zoning requirements, the city planner shall also provide that information to the clerk.

(5) The building official shall review the application and other information to determine whether the premises currently complies with applicable construction codes, property maintenance codes, or any city ordinance regarding the condition of property. If the building official is aware of information that the applicant, any individual identified in the application, or the premises from which the business is to be conducted has failed to comply with applicable construction codes, property maintenance codes, or any city ordinance regarding the condition of property, the building official shall also provide that information to the clerk.

(c) Unless the information reported to the clerk pursuant to subsection (b) demonstrates that a license under this chapter should be denied as provided in sections 14-9 and 14-10, the clerk shall issue the license when the application and other materials and information are complete, fees are paid, and the reports provided.

(d) If, under federal or state laws, rules or regulations, any business for which a license application has been made under this chapter requires the council's consent or approval for issuance of a state license (such as for a liquor license under state law and article IV of this chapter) or other reason that approval of the council must be given before a business license is issued under this article.

**Sec. 14-6. – License fees.**

(a) Annual fees for licenses issued pursuant to this chapter shall be in amounts established by council resolution. Those fees shall not be prorated for licenses issued for a part of a year.

(b) The fee for a license issued pursuant to this chapter that is not renewed prior to its expiration shall be 150% of the fee established by the council for that license.

(c) If any applicable law, rule, regulation exempts any person from paying a fee for a license issued pursuant to this chapter, the license may be issued without payment of the fee.

(d) Unless otherwise provided in this chapter, all license, certification and registration fees due under this chapter must be paid when the application is filed.

**Sec. 14-7. - License.**

(a) Unless otherwise provided in this chapter or by council resolution, a license issued pursuant to this chapter will be for a calendar year January 1 until December 31. A license issued between after November 1 of any year shall expire on December 31 of the following year.

(b) Licenses issued pursuant to this chapter shall be in a form provided by the clerk.

(c) Licenses are non-transferable. If there is a change in the person owning a business, a new license must be obtained.

(d) A licensee must notify the clerk of any change in the licensee's business address(s) and other information in the license application within 15 days of the change(s).

(e) No person shall permit or allow, by lease or otherwise, another person to use or employ a license issued under this chapter.

(f) A license issued pursuant to this chapter must be prominently displayed in an area of the licensee's business location(s) within the city that is generally open to and frequented by its customers, clients, patients, patrons or members of the public.

**Sec. 14-8. - Renewal.**

Renewals of any license issued under to this chapter shall be in the same manner as an original license.

**Sec. 14-9. – Reasons for denial, suspension and revocation.**

The following are reasons for the clerk to deny issuance or renewal of or to suspend or revoke a license issued pursuant to this chapter.

(a) No license may be issued to or recommended for issuance to an applicant that:

- (1) Is in default to the city, including, without limitation, failing to timely pay any property taxes, fees, or other amounts due the city related to any property or activities of the (i) applicant/licensee, or (ii) a director, officer, member, or owner of more than a 10% interest in the applicant/licensee.

For purposes of this provision, timely payment is payment on the date before which a failure to do so (i) constitutes a breach or default under any contract, (ii) results in the addition of later payment penalties or interest, (iii) exceeds the time for payment allowed by state law, any ordinance, any rule or regulation, or any license or permit requirement, (iv) results in any termination of services or loss of any rights under any applicable state law, ordinance, rule, regulation, or contract, or (v) results in other adverse consequences.

(2) Has been denied a license or has had its license revoked within 6 months prior to the date of application.

(3) Is a nuisance business.

(b) A license to be issued or recommended pursuant to this chapter may be denied or recommended for denial for any of the following reasons:

(1) A misrepresentation in the application.

(2) Based on review of the reports required under subsection 14-5(b), the clerk reasonably determines that the applicant or business personnel:

(A) Has, within the past 10 years, failed to deal with patrons or governmental officials in a fair, honest and open manner;

(B) Has, within the past 10 years, engaged in intentional, reckless, or grossly negligent acts that injured persons, significantly damaged property of others, or damaged the environment or natural resources;

(C) Has, within the past 10 years, violated a provision of this chapter, violated any provision of this chapter;

(D) Has, within the past 10 years, violated a provision of an ordinance of another community that is similar to this chapter;

(E) Has, within the past 10 years, been closely affiliated with a person who meets any of the criteria in subparagraphs (A) through (D);

(F) Has, within the past 5 years, failed to pay any property taxes, special assessment, water, sanitary sewer, fees or charges for any city services or enforcement action, or pay other amounts due the city before such amounts became delinquent;

(G) Has, within the past 10 years, failed to comply with or owned or occupied a premises within the city that failed to comply with any zoning requirements during that ownership or occupancy;

or

(H) Has, within the past 10 years, failed to comply with or owned or occupied a premises within the city that failed to comply with any construction code, property maintenance code or any city ordinance regarding the condition of property within the city.

(3) The failure of the applicant or a person identified in subsection 14-4(a)(3) to comply with requirements applicable to, or the suspension or revocation of, any license, registration, certification or other approval of a federal, state, county or other officially recognized body or official which license, registration, certification or other approval is required to conduct the business in the city.

(4) The failure of the applicant, a person identified in subsection 14-4(a)(3), or the business premises in the city to comply with any applicable requirement of this chapter.

(5) The premises in which the business is or will be located or the occupancy or use of that premises as indicated in the application will not comply with a zoning or construction code requirement.

(6) Within the past 12 months, the business has been determined to be a nuisance business.

(c) A license issued or recommended for issuance under this chapter may be denied, suspended, or revoked, or renewal of that license may be denied for any of the following reasons:

(1) Any reason provided in subsection 14-9(b).

(2) The licensee is in default to the city, including, without limitation, failing to timely pay any property taxes, fees, or other amounts due the city related to any property or activities of the (i) applicant/licensee, or (ii) a director, officer, member, or owner of more than a 10% interest in the applicant/licensee. For purposes of this provision, timely payment is payment on the date before which a failure to do so (i) constitutes a breach or default under any contract, (ii) results in the addition of later payment penalties or interest, (iii) exceeds the time for payment allowed by state law, any ordinance, any rule or regulation, or any license or permit requirement, (iv) results in any termination of services or loss of any rights under any applicable state law, ordinance, rule, regulation, or contract, or (v) results in other adverse consequences.

- (3) While conducting business in the city, the licensee or any of the licensee's personnel:
  - (A) Failed to deal with customers, patients, clients, patrons, governmental officials, or the public in a fair, honest and open manner;
  - (B) Engaged in intentional, reckless, or grossly negligent acts that injured persons, significantly damaged property of others, or damaged the environment or natural resources;
  - (C) Violated a provision of this chapter or another provision of this Code;
  - (D) Failed to comply with or the licensee's premises in the city failed to comply with any zoning requirements during that ownership or occupancy;
  - (E) Failed to comply with or the licensee's premises in the city failed to comply with any construction code, property maintenance code or any city ordinance regarding the condition of property within the city; or
  - (F) Within the past 12 months, the business has been determined to be a nuisance business.
- (4) While conducting business in the city, the licensee or any of the business' personnel had a license, registration, certification or other approval of a federal, state, county or other officially recognized body or official which is required to conduct the business in the city suspended or revoked.
- (5) While conducting business in the city, the licensee or any of the business' personnel failed to comply with another applicable law, rule or regulation the violation of which could endanger the public health, safety or general welfare.

**Sec. 14-10. – Denial, suspension or revocation.**

- (a) If, after consulting with any other city officials the clerk decides to consult, the clerk determines an application for a license or license renewal should be denied or the clerk determines that a license issued pursuant to this chapter should be suspended or revoked, the clerk shall:
  - (1) Inform the applicant/licensee in writing as to the reasons for the denial, suspension or revocation and of the effective date(s) of any suspension or revocation.
  - (2) Inform the licensee of any conditions that must be met to lift a suspension.
  - (3) Inform the licensee of any conditions that must be met to file a new application after denial or revocation.
  - (4) Inform the applicant/licensee of appeal rights under this Code.
- (b) The clerk may lift a suspension if the clerk finds that the conditions have been corrected. If the conditions cannot be corrected or if suitable time has been given for their correction and they have not been corrected the clerk may revoke the license.
- (c) A revocation shall not become effective until the time for an appeal to the city council under section 1-29 of this Code has expired or the city council has acted on the appeal.

**Sec. 14-11. – Appeal of denial, suspension or revocation.**

A person who has been denied a license, or whose license has been suspended or revoked, may appeal to the city council as provided in section 1-29 of this Code.

**Sec. 14-12. – Authority of city officers.**

By accepting a license issued pursuant to this chapter, a licensee permits the entry upon and inspection of the licensee's business premises in the city by city officers during normal business hours of the licensee and the city.

**Sec. 14-13. – Nuisance businesses.**

- (a) The building official, city planner, deputy city manager, or public safety director may preliminarily designate a business operating in the city as a nuisance business. If such a preliminary designation is made, written notice shall be given to the business stating that such a preliminary designation has been made and the basis for that preliminary designation. The notice shall be delivered to the business at the address and to the individual(s) provided in the business' general business license application if the business filed such an application. If the business is operating without a general business license, notice shall be delivered to the address at which the business activity is occurring and to such individual(s) at that address who purports or reasonably appears to be the operator of that business. The notice shall state that date and time of the council meeting at which the council will be asked to approve the designation of a business as a nuisance business. It shall also inform the business of its rights to a hearing regarding that designation. That hearing will be held before the council considers a resolution designating the business as a nuisance business.

(b) If, after receiving a notice of a preliminary designation the business desires that the city council hold a hearing before the council considers a resolution designating the business as a nuisance business, the business must follow the procedure for an appeal in section 1-29 of this Code and a hearing will be held in accordance with that section.

(c) After any hearing requested under this section and held in accordance with section 1-29 of this Code, the council may by resolution designate a business as a nuisance business. That resolution shall state the reasons for that designation. The business shall be provided notice of that designation in the same manner as provided for the notice of a tentative designation under subsection (a).

(d) A business designated as a nuisance business must, within 30 days of that designation, correct all conditions or activities identified in the resolution designating it as a nuisance business or present plans acceptable to the city council that will correct all those conditions or activities. If such corrections have been made within 30 days or accepted plans have been provided within 30 days, the council may, by subsequent resolution, remove or conditionally remove the designation as a nuisance business.

(e) If a business fails to correct the conditions or activities or submit acceptable plans for doing so within 30 days of the council's designation of the business as nuisance business, the general business license for that business shall be deemed to have been revoked and that business may no longer operate in the city until a new license is issued.

#### **Sec. 14-14. – Violations.**

(a) Except for those offenses designated in this chapter as misdemeanors, a violation of this chapter is a municipal civil infraction punishable by a fine of \$250.00 for a first offense, \$500.00 for a second offense, and \$2500.00 for any subsequent offense. In addition, the court may order compliance with this chapter and may order restitution be paid to any persons suffering harm or loss as a result of violation of this chapter.

(b) Each day that an offense occurs is a separate offense.

(c) Violations of this chapter are also nuisances *per se* that may be abated and actions for abatement undertaken as provided in the Code or by applicable law, including without limitation, civil actions for equitable relief.

### **ARTICLE II. – GENERAL BUSINESS LICENSES**

#### **Sec. 14-21. – City general business license required.**

All persons (i) operating, conducting or carrying on any trade, profession, commerce, business or any other for-profit activity at or from any location in the city involving the manufacture, purchase, sale or providing of goods or services and the related financial transactions, (ii) operating, conducting or carrying on any trade, profession, commerce, business or any other for-profit activity in the city that otherwise requires a license under this chapters, or (iii) non-profit entity operating, conducting or carrying on any activity in the city for which it is paid fees or accepts money or other payment (other than donations) for goods or services in excess of \$25,000 in any 12-month period, must first obtain a general business license issued by the city.

#### **Sec. 14-22. – Application and issuance.**

An applicant must file an application for a general business license and the clerk shall process, investigate, issue, decline to issue, and otherwise address an application for a general business license as provided in article I of this chapter.

### **ARTICLE III. - ADULT BUSINESSES**

#### **Sec. 14-31. – Article's intent.**

This article is intended to provide for licensing and regulation of adult businesses in the city. It is not intended to exclude, restrict access to, or regulate the expressive activities of adult businesses. It also is not intended to condone or legitimize adult businesses or their activities.

#### **Sec. 14-32. - Legislative findings.**

(a) The city council makes the following legislative findings based upon evidence concerning adverse secondary effects of adult uses on the community provided in various reports made available to the city and on findings incorporated by the United States Supreme Court in the cases of *City of Renton v Playtime Theatres, Inc*, 475 US 41 (1986); *Young v American Mini Theatres*, 426 US 50 (1976); and *Barnes v Glen Theatre, Inc*, 501 US 560 (1991); studies conducted in other cities; the findings reported in the Final Report

of the Attorney General's Commission on Pornography (1986); and statistics obtained from various health departments. The council specifically finds that:

- (1) Adult businesses lend themselves to ancillary unlawful and unhealthy activities that are often uncontrolled their operators; there regulations making adult business owners responsible for activities occurring on their premises.
  - (2) Crime statistics show that all types of crimes, especially sex-related crimes, occur with more frequency in neighborhoods where adult businesses are located.
  - (3) Sexual acts can occur at adult businesses, especially those providing private or semi-private viewing areas.
  - (4) Offering private and semi-private viewing areas encourages such activities which can lead to unhealthy conditions.
  - (5) Persons frequent certain adult businesses for the purpose of engaging in sexual activities within the premises.
  - (6) Communicable diseases, including sexually transmitted diseases, can be spread by activities occurring in adult businesses.
  - (7) Some adult businesses have unsanitary conditions due either to activities within them or the failure of their owners or operators to maintain them. Nude dancing in adult businesses encourages prostitution, increases sexual assaults, and attracts other criminal activity including drug use and sales.
- (b) The city council relies on the findings and evidence of adverse secondary effects incorporated or approved in cases and opinions upholding various regulations or portions of regulations regarding regulation of the time, place and manner of operation of adult businesses including but not limited to the following:

*City of Renton v Playtime Theatres, Inc*, 475 US 41 (1986); *Barnes v Glen Theater, Inc* , 501 US 560 (1991); *City of Erie v Paps AM* , 529 US 277 (2000); *DejaVu of Cincinnati, LLC v Union Township*, 411 F3d 777 (6th Cir 2005); *Triplet Grill, In. v. City of Akron* , 40 F3d 129 (6th Cir 1994); *Executive Arts Studio v. Grand Rapids*, 227 F Supp 2d 731 (WD Mich 2002); *City of Los Angeles v Alameda Books, Inc* , 535 US 425 (2002); *DejaVu of Nashville v Metropolitan Gov't of Nashville* , 274 F 3d 377 (6th Cir 2001); *DLS, Inc. v. City of Chattanooga*, 107 F 3d 403 (6th Cir 1997); *Bamon Corp. v. City of Dayton*, 923 F 3d 470 (6th Cir 1991); *Sensations, Inc v. City of Grand Rapids* (WD Mich, case No 1:06-cv-300, 2006).

Based upon the findings in these opinions and various reports and information presented, the city council finds that adult businesses are often associated with adverse secondary effects including, but not limited to, crime, prostitution, public indecency, potential spread of disease, sexual assault and exploitation, illicit drug sales and use, urban blight and negative impact on surrounding properties and property values. The council further finds that the city has a substantial government interest in preventing adverse secondary effects related to any current or future sexually oriented business that may locate in the city.

#### **Sec. 14-33. - Location of adult businesses.**

Any existing building or land and building erected, converted or structurally altered for use for an adult business, must meet all requirements in this chapter and chapter 90 of this Code. In addition to requirements in chapter 90 of this Code; adult businesses must not be located or operated within the following specific distances:

- (a) 500 feet from a church, synagogue or other regular place of religious worship, public or private preschool, elementary school, or secondary school, public park, child care center, entertainment business that is oriented primarily toward children or family entertainment; boundary of any residentially zoned district; or any legal residential use not located within a residentially zoned district.
- (b) 1,000 feet of any other adult business.

For purposes of this article, the distance between an adult business and a use listed in subsection (a) or another adult business will be measured from the location of the building or structure housing the adult business to the nearest point on the other building, structure or use or from the nearest lot line of properties in a residentially zoned district or residentially used property.

#### **Sec. 14-34. - Adult business building use restrictions.**

- (a) No person shall reside in or permit any person to reside within any building in which an adult business is located.
- (b) The interior portion of an adult motion picture theatre where viewing of adult material is allowed shall be visible from a continuous main aisle.

(c) No adult business shall permit any of its goods or services offered for the sale, rent or use by its patrons, to be kept in such a manner visible outside the business premises.

**Sec. 14-35. - Adult business license required; procedure.**

(a) No person shall operate an adult business in the city without a valid adult business license issued by the city.

(b) An application for an adult business license must be filed with the clerk as provided in article II. In addition to the information required by article II, an adult business license application must be accompanied by a sketch or diagram showing the configuration of the exterior and interior of the business premises, including a statement of total floor space occupied by the business. A sketch or diagram need not be professionally prepared but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises.

(c) The clerk shall forward such application to the offices and officers identified in section 14.5 for the review and comment as provided in that section prior to issuing any license pursuant to this article.

(d) The applicant, the applicant's business' personnel, and the business premises must comply with the requirements of this chapter and with all other applicable laws, rules and regulations.

(e) If the applicant is an individual, the applicant must be at least 18 years old. The applicant's business personnel must all be at least 18 years old.

(f) The applicant and applicant's business personnel:

(1) Must not have been convicted or have pled guilty or no contest to any offense involving a violation of a law, rule or regulation applicable to operating an adult business; and

(2) Must not have been convicted or have pled guilty or no contest to any offense involving prostitution, indecent exposure, criminal sexual conduct, human trafficking, liquor license violations, sexual activities in a public place, or the illegal sale or use of controlled substances.

**Sec. 14-36. - Inspections.**

An applicant for an adult business license and an adult business licensee shall permit representatives of the county health department, city police department, city fire department, planning and building inspections department, or any other city department, to inspect the adult business premises for compliance with this Code at any time it is occupied or open for business.

**Sec. 14-37. - Unlawful activities.**

(a) Nothing in this chapter is intended or shall be construed to allow activities that are unlawful under any applicable law, rule or regulation, including without limitation, any provision of this Code.

(b) It is unlawful and a violation of this chapter for an adult business operator to knowingly or intentionally violate a provision of this chapter or to allow, either knowingly or intentionally, an adult business' personnel or a patron of an adult business to violate the provisions of this chapter. It is a defense to prosecution that the person prosecuted was powerless to prevent the violation.

(c) No person shall, on or within the premises of an adult business, knowingly or intentionally appear nude before a patron, regardless of whether that nudity is expressive in nature.

(d) All adult business personnel who appear semi-nude before any patron must remain at least 6 feet from all patrons and on a fixed stage at least 18 inches from the floor in a room of at least 600 square feet.

(e) Adult businesses that exhibit on the premises by any means a film or other video characterized by an emphasis on the display of specified sexual activities or specified anatomical areas must comply with the following:

(1) The interior of the premises must be configured so there is an unobstructed view from an operator's station of every area of the premises, including the interior of each viewing room but excluding restrooms, to which any patron is permitted access for any purpose. If the premises has two or more operator's stations, the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose from at least one of the operator's stations.

(2) An operator's station must not exceed 32 square feet of floor area.

(3) The view required in this paragraph must be by direct line of sight from the operator's station. The adult business operator must ensure that at least one employee is on duty in an operator's station whenever a patron is in the portion of the premises monitored by that operator station. All other personnel of an adult business within the premises must also ensure that the view area required in this



subsection 14-37(e) remains unobstructed by any doors, curtains, walls, merchandise, display racks or other materials or enclosures at all times that a patron is within the premises.

(5) None of the adult business' personnel who regularly appears semi-nude within view of any patron shall knowingly or intentionally touch a patron or the clothing of a patron of that adult business.

(6) No adult business operator shall allow or permit an adult business to be or remain open between the hours of 2:00 a.m. and 7:00 a.m. on any day.

**Sec. 14-38. - Violation.**

(a) A violation of this article is a misdemeanor punishable as provided in section 1-26 of this Code.

(b) This article does not impose strict liability. A showing of a knowing or reckless mental state is necessary to establish a violation of a provision of this article. It shall be a defense to prosecution that the person to whom liability is imputed was powerless to prevent the act.

**ARTICLE IV. - ALCOHOLIC LIQUOR BUSINESSES**

**Sec. 14-41. - General alcoholic liquor licensing requirements.**

(a) This article shall be interpreted in accordance with applicable federal and state laws, rules and regulations. Accordingly, if a provision or requirement of this article conflicts with or is determined by a court or governmental agency of competent jurisdiction to violate any federal or state law, rule or regulation, the conflicting provision of this article is to be interpreted in a manner to avoid that conflict.

(b) Subject to subsection (a), the council shall not approve the issuance or transfer of a license for the sale of alcoholic beverages for on-premises consumption of alcoholic liquor except as provided in this article.

(c) The city authorizes of licenses for on-premises consumption alcoholic liquor in accordance with the number allowed by state statute and applicable rules and regulations.

**Sec. 14-42. - Requirements for on-premises consumption licenses.**

(a) To the extent the city has the authority to limit their issuance for such reasons, licenses for the sale of alcoholic liquor for on-premises consumption shall not be issued for any location:

(1) Within 500 feet of a school or a public park.

(2) Within 500 feet of a church, unless the church consents or does not object when notice of the application is provided to the church. Such distance shall be measured from the nearest point of the church building to the nearest point of the building in which the business is to be conducted.

(3) Any property that is in (i) a residentially zoned district under chapter 90 of this Code, or (ii) a zoning district in which residences are permitted and existing under chapter 90 of this Code.

(4) Within 500 feet of any property that is in a residentially zoned district under chapter 90 of this Code unless the application is accompanied by the written consent of the owners (including all owners of property jointly owned or owned as tenants in the entirety) of a majority of all residentially zoned parcels of property within 500 feet of the proposed location, or unless the place is located on a recognized commercial street where at least three-fourths of the frontage within 500 feet on both sides of the street is devoted to some commercial use.

(5) On a street where, by virtue of density of traffic or other conditions, the proposed use could, in the judgment of the council after a recommendation from the city engineer, constitute a traffic hazard.

(6) At any place where, in the judgment of the council following a recommendation by the city manager or public safety director, by reason of insufficient lighting, a lack of police patrol, or other conditions, the proposed use could constitute a nuisance.

The council may waive the any of the limitations of this section if the council deems to be in the best interest of the city to do so.

(b) Except for those licenses addressed in subsections (c) or (d), the general requirements for licenses for sales of alcoholic liquor for on-premises consumption are:

(1) All licenses must be operated in conjunction with a restaurant as a unit. The same person must be the licensee and the owner of the restaurant business. The primary business must be that of the restaurant, so that more than 50 percent of the gross income must be derived from the restaurant business, exclusive of alcohol sales. A licensee who as of January 1, 1980, did not have a restaurant business in conjunction with the license is exempted from this requirement.

(2) The dining area must have an interior seating capacity to serve at least 50 individuals calculated using 15 square feet per individual.

(3) Counter space or bar space for the dispensing of alcoholic beverages must not exceed 20 percent of the seating capacity for all dining areas.

(4) The combined kitchen and food storage facilities must have square footage equal to at least 50 percent of the square footage for all dining areas.

(5) An architectural or engineered scaled floor plan verifying the above must be provided with the request for a liquor license.

(c) Motels and hotels selling alcoholic liquor for consumption on the premises with either a class A-hotel or a class B-hotel license must have 60 or more guestrooms and a lounge serving at least 25 persons calculated at 15 square feet per person.

(d) Nail salons, day spas, hair salons, and barber shops serving alcohol by the glass to patrons during the performance of services by business personnel or while the patrons are waiting their turn for such services. Hours for serving alcohol in any premises described in this subsection must not begin before 10:00 a.m. on any day and must end before 9:00 p.m. on any day.

**Sec. 14-43. - Conduct of liquor licensed business.**

(a) The business personnel of a liquor licensee are responsible for the conduct of its patrons and other occupants.

(b) No disorderly, loud or boisterous conduct shall be permitted.

(c) No booths shall be permitted which are completely enclosed or capable of being either permanently or temporarily completely enclosed or locked or with partitions higher than four feet from the floor.

(d) A liquor licensee shall not be a nuisance business.

**Sec. 14-44. - Liquor license application and procedure.**

(a) An applicant seeking a state liquor license must file a general business license application as provided in article II of this chapter accompanied by the additional information required by this article and by liquor control requirements.

(b) Upon receipt of the application, in addition to processing the application as provided in section 14-5, the clerk shall transmit the application to the city's development review team for a review and recommendation to the clerk. The clerk shall provide a recommendation to the council. The clerk's recommendation shall address whether the applicant and the business premises comply with requirements for issuance of a general business license. The development review team's recommendation to the clerk may consider the requirements for a general business license and but shall focus on the character of the neighborhood of the proposed licensed premises, type of license, the type of restaurant or other business, the type of activities, hours of operation, available public safety resources, and possible secondary effects of the proposed liquor licensed business.

(c) The council may decide to hold a public hearing on the application in which case written notice of the public hearing shall be provided (i) to the applicant, (ii) to all property owners of record of property within 300 feet of the proposed licensed premises, and (iii) occupants of buildings within 300 feet of the proposed licensed premises, at least 15 days prior to the public hearing.

(d) The city council may deny an application or recommend denial if the applicant, the premises, or the application fails to comply with the requirements of this chapter.

**Sec. 14-45. - Revocation or nonrenewal of license.**

(a) The city manager, clerk, public safety director, city planner, city attorney or building official may recommend to the city council that it recommend to the state liquor control commission the denial of any renewal of or the revocation of a liquor license issued to a business in the city for any of the following reasons:

(1) The licensee is a nuisance business.

(2) The licensee failed to comply with a provision of this chapter.

(3) The licensee failed to comply with any liquor control requirements.

(4) The licensee failed to comply with any other applicable requirement of this Code.

(5) The licensee failed to comply with an applicable law, rule or regulation.

(6) The licensee failed to adequately provide for the safety and security of its patrons or their property.

(7) The licensee is delinquent in the payment of real or personal property taxes levied against the licensed premises or personal property within it, is delinquent in the payment of special assessments levied against the license premises, is delinquent in the payment of fees for city water or sanitary sewer services provided the licensed premises, or is otherwise in default to the city.

(8) The licensee's business personnel were found guilty or pled guilty or no contest to criminal charges for activities at the licensed premises that injured or endangered patrons, public officials, the public, or other licensee business personnel or damaged any of their property.

(b) Any recommendation under subsection (a) shall be in writing and accompanied by a copy of a written notice to the licensee informing the licensee of the recommendation, the reasons for the recommendation, and the licensee's rights to appeal as provided in section 1-29 of this Code.

(c) If the licensee appeals the recommendation and seeks a hearing, before the council acts on the recommendation made under subsections (a) and (b), the council shall hold a public hearing as provided in section 1-29 of this Code.

(d) After any hearing held as provided in subsection (c) the council may, by resolution, recommend such action be taken by the Liquor Control Commission as the council may deem appropriate. The clerk shall transmit a certified copy of that resolution, together with supporting documents, to the Liquor Control Commission.

**Sec. 14-45. - Violations.**

A violation of this article is a misdemeanor punishable as provided in section 1-26 of this Code.

**ARTICLE V. - MARIHUANA ESTABLISHMENTS AND FACILITIES**

**Sec. 14-51. - Marihuana establishments and facilities prohibited.**

(a) Pursuant to section 6 of the MRTMA marihuana establishments are prohibited within the boundaries of the city.

(b) Marihuana facilities are prohibited within the boundaries of the city.

**Sec. 14-52. - Rights unaffected by article.**

(a) Except as specifically provided in section 14-51 prohibiting marihuana establishments, this article shall not affect the rights or privileges of any individual or other person under the MRTMA.

(b) This article does not affect the rights or privileges of a marihuana facility outside the boundaries of the city to engage in activities within the boundaries of the city that it is allowed to engage in under the MMFLA within a municipality that has not authorized marihuana facilities to operate within the municipality.

(c) This article does not affect any rights or privileges of registered qualifying patients or registered primary caregivers under the MMMA or the MMFLA.

(d) This article does not affect any rights or privileges of any individual or other person under the IHRA.

(e) This article does not affect any rights or privileges of any individual or other person under any other federal or state law, rule or regulation related to the medical use of marihuana.

**Sec. 14-53. - Review.**

The city council shall review this article and the prohibitions in section 14-51 following the state's promulgation of rules pursuant to the MRTMA, but such a review shall occur not later than June 30, 2020.

**Sec. 14-54. - Violations.**

A violation of this article is a misdemeanor punishable as provided in section 1-26 of this Code.

**ARTICLE VI. - MESSAGE ESTABLISHMENTS**

**Sec. 14-61. – License required.**

No person shall operate a message establishment in the city without first obtaining a message establishment license to do so from the city.

**Sec. 14-62. – License application.**

(a) An application to operate a message establishment shall be made to the clerk on a form provided by the clerk that in addition to the information required for a general business license under this chapter is also accompanied by the following information:

(1) A description of the services to be provided.

(2) Written proof that the applicant (if individual or partnership) and all managers are at least 18 years of age.

(3) Brief history of the applicant's past message establishment experience.

(4) Whether any previous message establishment associated with the applicant had its license suspended, revoked, denied and the reasons for such action.

- (5) The name and address of any other massage business or establishment owned (partially or wholly) or operated by the applicant or the applicant's business personnel.
  - (6) The names and addresses of each of the applicant's business personnel who will provide services in the city and copies of any state-issued massage therapist license for each such individual.
  - (7) A description of any other businesses to be operated on the same premises as the massage establishment or on any adjoining or nearby premises owned or controlled by the applicant or the applicant's business personnel.
  - (8) A scaled drawing showing the layout of the interior of the premises to be occupied by the massage establishment.
- (b) The clerk shall transmit, process, issue, and deny an application for a massage establishment in the same manner as for a general business license except for any additional requirements provided in this article.

**Sec. 14-63. – Massage establishment requirements.**

- (a) Massage establishment licensee and the licensee's business personnel must comply with the following:
- (1) All requirements of this chapter and all other provisions of this code.
  - (2) No alcoholic liquor may be sold, distributed, consumed, stored, given away, or provided to any person on the premises of any massage establishment.
  - (3) No individual shall be nude or semi-nude in the presence of another individual on the premises of a massage establishment.
  - (4) No individual may engage in any specified sexual activities on the premises of a massage establishment.
  - (5) No massage establishments shall be open between the hours of 11:00 p.m. and 6:00 a.m.
  - (6) All business personnel must wash or sanitize their hands before giving any service or treatment to a patron.
  - (7) All towels, tissues, sheets or other coverings must be used singularly for each patron and discarded for laundering or disposal immediately after use. Clean and sanitary towels and linens shall be provided for each patron. No common use of towel or linens shall be permitted.
- (b) The business premises of each massage establishment must comply with the following standards:
- (1) All tables, tubs, shower stalls and floors (except reception and administrative areas) shall be made of nonporous materials which may be readily disinfected.
  - (2) Closed cabinets shall be provided and used for the storage of clean linen, towels and other materials used in connection with administering massages.
  - (3) Containers shall be provided for all soiled linen, towels and waste materials.
  - (4) At least one plumbed sink within the massage establishment. Additionally, each individual area in which massage is practiced shall be equipped with a hand-sanitizing facility equipped with running water and soap, antibacterial hand wipes, waterless hand sanitizers, or other commercially acceptable means of handwashing.
  - (5) Lavatories and shower stalls (if provided) shall be located as to ensure privacy between the massage establishment and any other business or use.
  - (6) No part of the licensed premises shall be used for or connected with any bedroom or sleeping quarters; nor shall any person sleep in a massage establishment except for a limited period incidental to and directly related to massage or bath.

**Sec. 14-64. - Violations.**

A violation of this article is a misdemeanor punishable as provided in section 1-26 of this Code.

**ARTICLE VII. - VENDORS/SOLICITORS**

**Sec. 14-71. – License required.**

All vendors/solicitors must obtain a general business license from the city that also states that the licensee is licensed as a vendor/solicitor under this article.

**Sec. 14-72. - License application.**

In addition to other information on the general business license application, the applicant for a vendor/solicitor license must also provide the following:

- (a) A list of all persons who will be engaging in activities on behalf of the applicant.

- (b) A list and description of the goods or services to be sold or for which orders are being solicited.
- (c) The address of any temporary location in the city that will be occupied by the applicant or anyone acting on the licensee's behalf and the written consent of the owner of that location.
- (d) The name and contact information of a responsible individual who can be contacted at any time any person is engaging in activities in the city on the licensee's behalf.

#### **ARTICLE VIII. - PRECIOUS METAL AND GEM DEALERS**

##### **Sec. 14-81. - Registration certificate required.**

No person shall engage in a business of a precious metal or gem dealer as defined in 1981 PA. 95, MCL 445.481 *et seq.*, without having first obtained a certificate of registration from the city police department in addition to a general business license under this chapter.

##### **Sec. 14-82. - Application for and issuance of certificate.**

The application must be in a form and contain the information and accompanying information required by 1981 PA. 95, MCL 445.481 *et seq.* and the certificate shall be in a form required by 1981 PA. 95, MCL 445.481 *et seq.*

##### **Sec. 14-83. - Purchase of coins.**

In addition to those items for which records and notification to the police are required by 1981 PA. 95, MCL 445.481 *et seq.*, any precious metal and gem dealer within the city who purchases coins of any kind, whether issued by the United States government or any foreign government, shall comply with the record and notification requirements as provided in the applicable state statutes and the provisions of this article.

#### **ARTICLE IX. – REGULATED SALES**

##### **Sec. 14-91. – Regulated sales license and requirements.**

Regulated sales in the city must comply with the following:

- (a) They must be conducted pursuant to a regulated sales license issued pursuant to 1961 PA 39, MCL 442.211 *et seq.*, and this article.
- (b) They must be conducted by a licensee with a general business license issued pursuant to this chapter.
- (c) They must be conducted at a location listed and included on the general business license issued pursuant to this chapter.
- (d) They must be conducted in compliance with 1961 PA 39, MCL 442.211 *et seq.*, and this article.

##### **Sec. 14-92. – Regulated sales license application.**

(a) An applicant for a license under this article must file an application in writing and under oath with the clerk that in a form provided by the clerk that provides the following information regarding the proposed sale:

- (1) The name, postal address, telephone number, and electronic mail address of the applicant, who must own the goods to be sold. If the applicant is a person other than an individual, the name and the position of the individual filing the application.
- (2) The name and style of the sale and the address where the sale is to be conducted.
- (3) The dates and time period during which the sale is to be conducted.
- (4) The name, postal address, telephone number, and electronic mail address of the individual who will be in charge and responsible for the conduct of the sale.
- (5) A full explanation of the condition or necessity which is the occasion for the sale, including a statement of the descriptive name of the sale and the reasons why the name is truthfully descriptive of the sale. If the application is for a license to conduct a going out of business sale as defined in 1961 PA 39, MCL 442.211 *et seq.*, it shall also contain a statement that the business will be discontinued at the premises where the sale is to be conducted upon termination of the sale. If the application is for a license to conduct a removal sale, 1961 PA 39, MCL 442.211 *et seq.*, it shall also contain a statement that the business will be discontinued at the premises where the sale is to be conducted upon termination of the sale, in addition to the location of the premises to which the business is to be moved. If the application is for a license to conduct a sale of goods damaged by fire, smoke, water or otherwise, it shall also contain a statement as to the time, location and cause of the damage.
- (6) A full, detailed and complete inventory of the goods that are to be sold, which inventory shall:
  - (A) Itemize the goods to be sold and contain sufficient information concerning each item, including make and brand name, if any, to clearly identify it.

(B) List separately any goods which were purchased during a 60-day period immediately prior to the date of making application for the license.

(C) Show the cost price of each item in the inventory together with the name and address of the seller of the items to the applicant, the date of the purchase, the date of the delivery of each item to the applicant and the total value of the inventory at cost.

(7) A statement that no goods will be added to the inventory after the application is made or during the sale and that the inventory contains no goods received on consignment.

(b) A license application, including any application for renewal of a license issued under this article, must be accompanied by a license fee in an amount established by resolution of the city council.

**Sec. 14-93 – License; issuance and restrictions.**

(a) After receiving an application including the information required by this article and filed by a general business licensee or applicant for a general business license, the clerk may issue a license to the applicant that:

(1) Authorizes the licensee to advertise, represent and sell the particular goods so inventoried at the time and place stated in the application and in accordance with this article.

(2) State the date of its expiration.

(3) Is valid only for the sale of the inventoried goods which the licensee owns and applies only to the premises specified in the application.

(4) May not be transferred or assigned.

(b) If a licensee under this section is engaged in business at another location, the advertising or offering of goods must not represent or imply any connection with, participation in or cooperation with the sale on the premises specified in the license. No advertising or other offering of goods on behalf of the premises where the licensed sale is being conducted may be connected with, represent or imply any participation in or cooperation with such sale at other locations.

(c) No license under this section authorizes or shall be issued to any person to:

(1) Conduct a sale in the trade name or style of a person in whose goods the applicant for the license has acquired a right or title thereto within 6 months before applying for the license.

(2) Continue a sale in the name of a licensee under this section whose goods such person acquired a right or title to while such a sale is in progress.

(3) Conduct a sale, other than an insurance sale, a salvage sale or a sale of damaged goods, on the same premises within one year from the conclusion of a prior sale of the nature covered by this article.

(d) A license to conduct a sale issued pursuant to this article is valid only up to 30 days.

(e) A license issued under this article may be renewed not more than twice for a period not to exceed 30 days for each renewal upon affidavit of the licensee that the goods listed in the inventory have not been disposed of and that no new goods have been or will be added to the inventory previously filed pursuant to this section, by purchase, acquisition on consignment or otherwise.

(1) The application for renewal of the license shall be made not more than 5 days prior to the time of the expiration of the license and must include a new inventory of goods remaining on hand at the time the application for renewal is made, which new inventory shall be prepared and furnished in the same manner and form as the original inventory.

(2) No renewal shall be granted if any goods have been added to the stock listed in the inventory since the date of the issuance of the license.

**Sec. 14-94. – Regulated and prohibited acts.**

(a) No person in contemplation of conducting a sale under a license under this article shall order or purchase any goods for the purpose of selling and disposing of those goods at such sale. Each unusual purchase and additions to the stock of goods within 60 days prior to the filing of the application for license to conduct a sale under this article will be presumptive evidence that the purchases and additions to stock were made in contemplation of the sale and for the purpose of selling those goods at the sale and will be presumptive evidence of a violation of this article. Each constitutes a separate offense under this section and voids any license issued to conduct a sale under this article.

(b) No person conducting a sale under a license under this article shall add, during the sale, any goods to the stock of goods described and inventoried in the original license application. No goods shall be sold at or during the sale, except goods described and inventoried in the original application. Every addition of goods to the stock of goods described and inventoried in the application and each sale of goods not inventoried and described in the application, will be presumptive evidence of a violation of this article and

each will constitute a separate offense under this article, and will void a license issued under this article.

(c) A license issued under this article is valid only for a sale of the goods inventoried and described in the license application, in the manner and at the time and place stated in the application. Removal of any goods listed in the application from the place of sale stated in the application will cause those goods to lose their identity as the licensee's stock of goods for the licensed regulated sale and no license will be issued for conducting a sale of any of such goods removed from the place stated in the application at any other place.

(d) The following unfair and deceptive business practices are strictly prohibited in the course of a sale under this article:

(1) Causing a probability of confusion or misunderstanding as to the source, sponsorship, approval, or certification of the goods.

(2) Representing that goods have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have.

(3) Representing that goods are new if they are deteriorated, altered, reconditioned, used, or secondhand.

(4) Representing that goods are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.

(5) Disparaging the goods of another by a false or misleading representation of fact.

(6) Advertising or representing goods with the intent not to dispose of the goods as advertised or represented.

(7) Making a false or misleading statement of fact concerning the reasons for, existence of, or amounts of price reductions, including but not limited to advertising and/or conducting a going out of business sale when the business continues to operate and advertising and/or conducting a removal sale when the business continues to operate at its current location.

(8) Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.

(9) Making a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is.

(10) Using any other deceptive representations in connection with the sale of goods.

## **ARTICLE X. – SECONDHAND OR JUNK DEALERS**

### **Sec. 14-101. – Second hand dealer and junk dealer license required.**

Second hand dealers and junk dealers may only operate in the city with a general business license as provided in this chapter and after also obtaining a license issued by the mayor pursuant to this article and 1917 PA 350, MCL 445.401 *et seq.*

### **Sec. 14-102. - License application and issuance.**

An application for a license under this article must be filed and a license will be issued in accordance with 1917 PA 350, MCL 445.401 *et seq.*

### **Sec. 14-103. – Records and business practices.**

A licensee under this article must comply with the recordkeeping and other requirements of 1917 PA 350, MCL 445.401 *et seq.*

## **ARTICLE XI. –PAWNBROKERS**

### **Sec. 14-111. - License required.**

No person shall operate a business of a pawnbroker in the city without obtaining a general business license from the city in accordance with this chapter and a pawnbroker license issued by the mayor pursuant to this article and 1917 PA 273, MCL 446.201 *et seq.*

### **Sec. 14-112. - License application and issuance.**

An application for a license under this article must be filed and a license will be issued in accordance with 1917 PA 273, MCL 445.201 *et seq.*

### **Sec. 14-113. – Records and business practices.**

A licensee under this article must comply with the recordkeeping and other requirements of 1917 PA 273, MCL 446.201 *et seq.*

## **ARTICLE XII. – SNOW PLOWING**

### **Sec. 14-121. – City license required.**

Except as provided in subsections (a) and (b) no individual or entity shall engage in the business of moving, removing or plowing snow on any public or private property without a snow plowing license issued by the city, a general business license issued by the city, and with any other license that may be required by the city or any other governmental official, agency or entity.

(a) This requirement does not apply to officers, employees or other agents of the city or another governmental agency moving, removing or plowing snow or ice from any public right-of-way, other public property, or property under the control of the city or other governmental agency.

(b) This requirement does not apply to those moving, removing or plowing snow or ice from any premises owned, leased, or under the legal control of the individual or entity engaged in that activity.

### **Sec. 14-122. – License application.**

Any individual or entity desiring a snowplowing license shall file an application, license fee and related materials with the city clerk on forms provided by the city clerk. The application shall include (i) the applicant's name, address, and telephone number, (ii) the name, address, telephone number, cell phone number, and e-mail address of the principal contact(s) for the applicant, (iii) and a description including the manufacturer, model, color, vehicle identification or serial number, and, if licensed for use on public roads, the license plate number of each truck, tractor, loader, or other vehicle the applicant may use when moving, removing or plowing snow in the city.

(a) The application shall be accompanied by a license fee in an amount established by resolution of the city council. The amount of the fee may be based on the number of vehicles that may be used for moving, removing or plowing snow in the city.

(b) The application shall be accompanied by current certificates of insurance showing the applicant has no-fault automobile and commercial general liability insurance coverage for the applicant's vehicles and business.

(c) An applicant (or, once a license is issued, a licensee) shall update the list of vehicles that may be used to provide services in the city to coincide with vehicles actually used within the city by sending written notification to the city clerk referring to the name on its city license, its city license number, and a description including the manufacturer, model, color, vehicle identification or serial number, and, if licensed for use on public roads, the license plate number of each additional vehicle used in the city.

(d) Dump trucks or other vehicles used exclusively for hauling snow shall be exempt from the licensing provisions of this division. Dump trucks or other vehicles with blades, buckets, blowers or other equipment used to move, load, or lift snow or ice are not exempt from the licensing provisions of this division.

### **Sec. 14-423. – Grounds for denial, suspension, revocation or nonrenewal.**

In addition to grounds set forth elsewhere in this Code, any of the following are grounds for denying a license under this article or for the suspension, revocation, or nonrenewal of a license under this article after it is issued:

(a) Violation of this chapter or of any other provision of this Code.

(b) Failure to repair any damage to any public or private property resulting from any activities undertaken pursuant to a license issued under this division.

(c) Failure to pay any property taxes, fees, or other amounts due the city related to any property or activities of the (i) applicant/licensee, or (ii) a director, officer, member, or owner of more than a 10% interest in the applicant/licensee.

(d) Information about incidents involving (i) the applicant/licensee, (ii) any of the applicant/licensee's directors, members, officers, or employees, or (iii) agents of the applicant/licensee, such as, for example, individuals operating any vehicles or other equipment for the applicant/licensee that lead the city clerk to determine that activities of the applicant/licensee or those identified in subparagraphs (i) through (iii) under a license issued pursuant to this division may result in injuries to individuals or damage to property.

(e) Information about incidents involving (i) the applicant/licensee, (ii) any of the applicant/licensee's directors, members, officers, or employees, or (iii) agents of the applicant/licensee, such as, for example, individuals operating any vehicles or other equipment for the applicant/licensee that lead the city clerk to



determine that the applicant/licensee's business practices have violated or may violate applicable laws, rules or regulations.

(f) Information that the applicant/licensee's insurance coverage has expired, lapsed, been terminated or is otherwise reduced.

(g) The applicant/licensee or the applicant/licensee's owner was convicted of, entered a guilty plea to, or entered another plea having the same effect as a guilty plea for sentencing purposes to a crime involving the destruction of property, "road rage," driving under the influence of or while impaired by alcohol, marijuana, or a controlled substance, fraud, deceit, trespass, unlawful entry, or theft.

**Sec. 70-124. – License issuance, term and possession.**

(a) The city clerk shall review the application and supporting materials to determine whether they are complete and include all required information. In the city clerk's discretion, the city clerk may consult with others to determine whether any grounds exist for denying issuance or renewal of a snow plowing license.

(b) If the city clerk determines after reasonable review that an application and supporting materials for a snow plowing license are complete, the applicable fee(s) paid, and there are no grounds for denial or nonrenewal, the city clerk shall issue the snow plowing license in a form prepared by the city clerk. The clerk shall provide enough certified copies of the license to enable the licensee to keep one certified copy in each of the licensee's vehicles used in the city.

(c) The license term shall expire on September 30 following its issuance unless the license is issued after July 1 of any year, in which case it shall expire on September 30 of the following calendar year.

(d) Provided the city clerk determines there are no grounds for nonrenewal, a snow plowing license may be renewed for successive 1-year terms upon payment of the annual license fee to the city clerk and filing of updated information on the application with updated supporting materials.

(e) A licensee must keep a certified copy of a license issued under this division in each of the licensee's vehicles used to provide services in the city. That copy must be presented, upon request, to any city police officer, fire fighter, code inspector, or other city officer or employee authorized to issue municipal civil infraction citations or traffic citations or otherwise charged with enforcing city ordinances.

**Sec. 14-125. – License denial, suspension, revocation or nonrenewal.**

If the city clerk determines there are grounds for denial, suspension, revocation or nonrenewal of a snow plowing license as provided in this chapter, the city clerk shall notify the applicant/licensee in writing addressed to the applicant/licensee's e-mail address and street address as provided in the most recent application or application update filed with the city clerk by the applicant/licensee. Notice shall be given by e-mail and shall also be either personally served, delivered by postage prepaid certified mail with return receipt requested, or delivered by courier service such as FedEx, UPS or similar carrier. The notice shall (i) state the reason for denial, suspension, revocation or nonrenewal, (ii) state the date on which any suspension or revocation is to commence, (iii) state the length and other terms of any suspension (such as, for example, the need to pay taxes or fees, the need to repair or restore damaged property, or other condition of ending the suspension), and (iv) inform the applicant/licensee of the appeal procedure under section 1-29 of this Code.

**Sec. 14-126. – Special equipment and identification.**

(a) In addition to all equipment and lighting required by state law or another provision of this Code, any vehicle used for services provided in the city shall be equipped with a flashing, oscillating or rotating amber light placed in such position as to be visible throughout 360 degrees, which light shall be operated at all times that the vehicle is being used to move, remove or plow snow.

(b) Any vehicle used to provide services in the city shall plainly display on both sides of the vehicle, with letters and numbers at least 3 inches in height, the licensee's name and telephone or cell phone number as they appear on the licensee's application.

**Sec. 14-127. – Violation as municipal civil infractions.**

A violation of this article is a municipal civil infraction punishable by a fine of \$25.00 for first offense, a fine of \$150.00 for a second offense, and fine of \$1500.00 for any third or subsequent offense. Each premises in the city that is plowed or otherwise serviced in violation of this division constitutes a separate offense.

Section 3. That section 1-20 of the Code of Ordinances, City of Wyoming, Michigan, entitled “Reference to offices,” is repealed.

Section 4. That Chapter 70, Article IV, Division 2, of the Code of Ordinances, City of Wyoming, Michigan, is amended to read as follows:

**DIVISION 2. – SNOW PLOWING**

**Sec. 70-421. – City license.**

No individual or entity shall engage in the business of moving, removing or plowing snow on any public or private property without having licenses as required by Chapter 14 of this Code.

Section 5. That Chapter 70, Article III, Division 2 of the Code of Ordinances, City of Wyoming, Michigan, entitled “License” providing for the city’s issuance of licenses to persons engaging in the business of constructing, reconstructing or repairing sidewalks, driveway approaches and curbs is repealed.

Section 6. That this ordinance shall take effect on \_\_\_\_\_, 2020.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on \_\_\_\_\_, 2020.

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Kelli A. Vandenberg,  
Wyoming City Clerk

Ordinance No. 11-20