

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MARCH 16, 2015, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Wayne Ondersma, The Dock Ministries
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of March 2, 2015 and the work session of March 9, 2015
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
 - a) Budget Amendment No. 46 – To Appropriate \$50,000 of Budgetary Authority to Provide Additional Funding for the Independent Accounting Services of Vredeveld Haefner LLC due to the Vacancy in the Finance Director Position
- 14) Consent Agenda**

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

 - a) To Set a Time and Place for a Public Hearing to Determine the Necessity of Providing an Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 15-794 (April 6, 2015 at 7:02 p.m.)
 - b) To Set a Time and Place for a Public Hearing to Determine the Necessity of Providing an Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 15-795 (April 6, 2015 at 7:03 p.m.)
- 15) Resolutions**
 - c) To Waive Certain Requirements of the Code of the City of Wyoming for T.J. Schmidt, LLC, Carnival to be Held at the Loeks Theatres, Inc., Property from April 24 – May 3, 2015
 - d) To Amend the Employment Contract Between the City of Wyoming and the Wyoming City Employees Union
 - e) To Authorize the Settlement of Michelle R. Ritzema Workers’ Compensation Case

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

- f) To Authorize the Mayor and City Clerk to Execute a License Agreement with Consumers Energy for the Construction of a Trail Connecting Both the Inter Urban Trail and Kentwood Trail Through Consumers Energy Right-of-Way
- g) To Accept an Agreement for Police Services Between the City of Wyoming Public Safety Department and Kelloggsville Public School District and to Authorize the Mayor and City Clerk to Execute the Agreement
- h) To Extend the Contract for Meter Reading Services Provided by City Services, Inc. and Authorize the Mayor and City Clerk to Execute an Addendum to the Contract
- i) To Concur with the Emergency Repair of the Water Plant Low Services Air Handling System and Authorize Payment for the Repairs
- j) To Award Bids for Median & Miscellaneous Landscape Maintenance for 2015 Through 2017 (Budget Amendment No. 45)
- k) To Authorize the Purchase of Two Fire Vehicles
- l) To Authorize the Purchase of Laboratory Supplies from Hach Company
- m) For Award of Bids
 - 1. Trucking & Landfill Services
 - 2. Ready Mixed Concrete
 - 3. Starter Fertilizer, Hydro Mulch, Grass Seed
 - 4. Stainless Steel Clamp Couplings
 - 5. Bituminous Paving Materials
 - 6. Topsoil
 - 7. Shredded Bark

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION TO SET A TIME AND PLACE FOR A PUBLIC HEARING TO DETERMINE
THE NECESSITY OF PROVIDING AN AERIAL INSECTICIDE SPRAY FOR A GYPSY
MOTH SUPPRESSION PROGRAM, SPECIAL ASSESSMENT ROLL 15-794

WHEREAS:

1. The City Council has directed the City Manager to prepare plans and specifications and an estimate of cost for a public improvement as described below.
2. The City Manager has prepared the same, and has filed the same with the City Clerk, together with certain recommendations as required by the City Code of the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The plans and specifications and estimate of cost and the report of the City Manager for this public improvement, shall be filed in the office of the City Clerk, and shall be available for public examination.
2. The City Council shall meet at Wyoming City Hall, 1155-28th Street SW, Wyoming, Michigan, on **April 6, 2015, at 7:02 p.m.**, for the purpose of hearing all persons to be affected by the proposed public improvement (see attached list).
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 five (5) days prior to the date of the hearing; and
 - b. Sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least ten (10) days before the time of the hearing.
4. The notice of the hearing to be published and mailed, shall be in substantially the following form:

NOTICE OF SPECIAL ASSESSMENT HEARING TO THE OWNERS OF THE LOTS
AND PARCELS OF LAND INCLUDED FOR AERIAL INSECTICIDE SPRAY FOR A
GYPSY MOTH SUPPRESSION PROGRAM, SPECIAL ASSESSMENT ROLL 15-794.

5. The City Council intends to provide Aerial Insecticide Spray for a Gypsy Moth Suppression Program Special Assessment 15-794. The City Council intends to defray all of the costs of the above described public improvement by special assessment against the described property.
6. The City Council has caused plans and specifications and an estimate of the cost of the above described public improvement, together with certain recommendations, to be prepared and made by the City Manager and the same is on file with the City Clerk and available for public examination.
7. The City Council will meet at Wyoming City Hall, 1155-28th Street SW, Wyoming, Michigan, on **April 6, 2015, at 7:02 p.m.**, for the purpose of hearing all persons to be affected by the proposed public improvement.

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 March 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Aerial Spray Map

Parcel List

Resolution No. _____

Staff Report

Date: 03/04/2015

Subject: Gypsy Moth Suppression Program and Special Assessment

From: Kelli VandenBerg, City Clerk

Meeting Date: March 9, 2015 Work Session and March 16, 2015 Regular Session

Recommendation:

Staff recommends approval of a Gypsy Moth Suppression Program through an aerial insecticide spray and defraying the costs of this program through the creation of two special assessment rolls to be applied to affected properties.

Sustainability Criteria:

Environmental Quality – The approval of a Gypsy Moth Suppression Program will allow for the treatment and suppression of Gypsy Moths, providing protection to trees and properties in the affected areas.

Social Equity – Approval of a Special Assessment Roll for the treatment of Gypsy Moths will result in the costs of the program being applied to those directly benefitting from the service.

Economic Strength – Approval of a Gypsy Moth Suppression Program will aid in protecting the aesthetics and value of trees and property in the affected areas.

Discussion:

In 2009 and 2010, the City of Wyoming saw a significant increase in the Gypsy Moth population and subsequently coordinated Gypsy Moth Suppression Programs through aerial application. During 2011 through 2013, the Gypsy Moth population remained at non-nuisance levels and required no community-wide treatment. In 2014, the City noted a marked increase in communication from residents indicating an increase in Gypsy Moths and suggesting the population was reaching a threshold that would justify treatment.

In December 2014, Aquatic Consulting Services, Inc. performed field assessments to gauge population densities and to determine if a treatment program was necessary in the spring of 2015. Working from the list of resident complaints received and observations in the field, 745 acres of Wyoming property were identified for treatment.

Previous treatment programs made use of a special assessment roll in order to cover the costs of the program to those benefitting from the treatment. This year, it is proposed that two special assessment rolls be created to collect from affected property owners. The first, Special

Assessment Roll 15-794, would include 1,948 properties and would assess a \$24.00 per parcel fee to those receiving treatment. The \$24.00 per parcel fee is based on the combined cost of treatment and consultation expenses and on the average combined parcel size of the 1,948 properties being 0.3 acre. These properties are mostly residential areas. The second, Special Assessment Roll 15-795, will include six large parcels that range in size from five to 49 acres. Due to the larger size of these properties, they will be assessed \$71.64 per acre for treatment. The \$71.64 per acre cost is a combined cost of treatment and consultation expenses. These larger parcels include two City of Wyoming parks, one Kent County park and three privately owned apartment complexes.

In order to create these Special Assessment Rolls and implement a Gypsy Moth Suppression Program, it is necessary to conduct two public hearings. If Council concurs, I will prepare information for their consideration at the March 16 City Council meeting to initiate this process. If this is approved, additional information will be forthcoming regarding the approval of an aerial applicator to conduct the treatment.

Budget Impact:

As there are currently no funds available to provide a Gypsy Moth Suppression Program, it is proposed that Special Assessment Rolls 15-794 and 15-795 be created and applied to affected property owners to accommodate the costs associated with this service.

City of Wyoming Gypsy Moth Survey Report for 2015 Season



Shaded areas are proposed for
aerial B.t. spray in Spring 2015



— City Boundary

2014 Aquatic Consulting Services LLC

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment Roll 15-974

41-17-10-301-008	41-17-10-304-015	41-17-10-306-036
41-17-10-301-010	41-17-10-304-016	41-17-10-306-037
41-17-10-301-013	41-17-10-305-001	41-17-10-306-038
41-17-10-301-014	41-17-10-305-002	41-17-10-306-039
41-17-10-302-002	41-17-10-305-003	41-17-10-306-040
41-17-10-302-004	41-17-10-305-004	41-17-10-306-041
41-17-10-302-005	41-17-10-305-005	41-17-10-306-042
41-17-10-302-006	41-17-10-305-006	41-17-10-306-043
41-17-10-302-007	41-17-10-305-007	41-17-10-306-044
41-17-10-302-008	41-17-10-305-008	41-17-10-306-045
41-17-10-302-009	41-17-10-305-009	41-17-10-306-047
41-17-10-302-010	41-17-10-305-012	41-17-10-306-051
41-17-10-302-011	41-17-10-305-013	41-17-10-306-053
41-17-10-302-012	41-17-10-305-014	41-17-10-306-055
41-17-10-302-013	41-17-10-305-015	41-17-10-306-056
41-17-10-303-001	41-17-10-305-016	41-17-10-307-002
41-17-10-303-004	41-17-10-305-017	41-17-10-307-004
41-17-10-303-006	41-17-10-305-018	41-17-10-307-005
41-17-10-303-007	41-17-10-306-005	41-17-10-307-006
41-17-10-303-008	41-17-10-306-006	41-17-10-307-007
41-17-10-303-009	41-17-10-306-007	41-17-10-307-008
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41-17-10-303-015	41-17-10-306-012	41-17-10-307-014
41-17-10-303-016	41-17-10-306-013	41-17-10-307-016
41-17-10-303-017	41-17-10-306-014	41-17-10-308-001
41-17-10-303-018	41-17-10-306-015	41-17-10-308-002
41-17-10-303-019	41-17-10-306-016	41-17-10-308-003
41-17-10-303-020	41-17-10-306-017	41-17-10-308-004
41-17-10-303-021	41-17-10-306-018	41-17-10-308-005
41-17-10-304-001	41-17-10-306-019	41-17-10-308-006
41-17-10-304-003	41-17-10-306-022	41-17-10-308-007
41-17-10-304-004	41-17-10-306-023	41-17-10-308-008
41-17-10-304-005	41-17-10-306-024	41-17-10-308-010
41-17-10-304-006	41-17-10-306-027	41-17-10-308-011
41-17-10-304-007	41-17-10-306-028	41-17-10-308-012
41-17-10-304-008	41-17-10-306-029	41-17-10-308-013
41-17-10-304-009	41-17-10-306-030	41-17-10-308-014
41-17-10-304-010	41-17-10-306-031	41-17-10-308-015
41-17-10-304-011	41-17-10-306-032	41-17-10-308-016
41-17-10-304-012	41-17-10-306-033	41-17-10-308-017
41-17-10-304-013	41-17-10-306-034	41-17-10-308-018
41-17-10-304-014	41-17-10-306-035	41-17-10-308-019

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment Roll 15-974

41-17-10-308-020	41-17-10-352-002	41-17-10-356-001
41-17-10-326-001	41-17-10-352-003	41-17-10-356-002
41-17-10-326-002	41-17-10-352-004	41-17-10-356-003
41-17-10-326-003	41-17-10-352-005	41-17-10-356-004
41-17-10-326-007	41-17-10-352-006	41-17-10-356-005
41-17-10-326-008	41-17-10-352-007	41-17-10-356-006
41-17-10-326-009	41-17-10-352-008	41-17-10-356-007
41-17-10-326-010	41-17-10-352-009	41-17-10-356-008
41-17-10-326-011	41-17-10-352-010	41-17-10-356-009
41-17-10-326-012	41-17-10-352-011	41-17-10-356-010
41-17-10-326-013	41-17-10-353-001	41-17-10-356-011
41-17-10-326-014	41-17-10-353-002	41-17-10-356-012
41-17-10-326-015	41-17-10-353-003	41-17-10-357-001
41-17-10-326-017	41-17-10-353-004	41-17-10-357-002
41-17-10-326-018	41-17-10-353-005	41-17-10-357-003
41-17-10-327-001	41-17-10-353-006	41-17-10-357-006
41-17-10-327-002	41-17-10-353-007	41-17-10-357-007
41-17-10-327-003	41-17-10-353-008	41-17-10-357-008
41-17-10-327-004	41-17-10-353-009	41-17-10-357-010
41-17-10-327-005	41-17-10-353-010	41-17-10-357-011
41-17-10-327-006	41-17-10-353-011	41-17-10-357-012
41-17-10-327-007	41-17-10-353-012	41-17-10-357-013
41-17-10-327-008	41-17-10-354-001	41-17-10-357-014
41-17-10-327-009	41-17-10-354-002	41-17-10-358-001
41-17-10-327-010	41-17-10-354-003	41-17-10-358-002
41-17-10-327-011	41-17-10-354-006	41-17-10-358-003
41-17-10-327-012	41-17-10-354-007	41-17-10-358-004
41-17-10-327-013	41-17-10-354-008	41-17-10-358-005
41-17-10-327-016	41-17-10-354-009	41-17-10-358-006
41-17-10-327-017	41-17-10-354-010	41-17-10-358-007
41-17-10-327-018	41-17-10-354-011	41-17-10-358-008
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41-17-10-351-007	41-17-10-355-005	41-17-10-358-016
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41-17-10-352-001	41-17-10-355-011	41-17-10-359-009

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment Roll 15-974

41-17-10-359-010	41-17-10-376-002	41-17-11-451-016
41-17-10-359-011	41-17-10-376-003	41-17-11-451-017
41-17-10-359-017	41-17-10-376-004	41-17-11-451-018
41-17-10-360-001	41-17-10-376-005	41-17-11-452-001
41-17-10-360-002	41-17-10-378-001	41-17-11-452-002
41-17-10-360-003	41-17-10-378-002	41-17-11-452-003
41-17-10-360-004	41-17-10-378-003	41-17-11-452-004
41-17-10-360-005	41-17-10-378-007	41-17-11-452-005
41-17-10-360-006	41-17-10-378-008	41-17-11-452-006
41-17-10-360-007	41-17-10-378-009	41-17-11-452-007
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41-17-10-360-010	41-17-10-378-011	41-17-11-452-009
41-17-10-360-011	41-17-10-378-018	41-17-11-452-010
41-17-10-360-012	41-17-11-126-029	41-17-11-452-011
41-17-10-360-016	41-17-11-131-006	41-17-11-452-012
41-17-10-360-019	41-17-11-131-016	41-17-11-452-013
41-17-10-360-020	41-17-11-131-018	41-17-11-452-014
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41-17-10-361-002	41-17-11-402-034	41-17-11-452-016
41-17-10-361-003	41-17-11-402-035	41-17-11-452-018
41-17-10-361-004	41-17-11-402-036	41-17-11-452-019
41-17-10-361-005	41-17-11-402-037	41-17-11-452-020
41-17-10-361-006	41-17-11-402-038	41-17-11-452-021
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41-17-10-361-009	41-17-11-402-041	41-17-11-452-024
41-17-10-361-010	41-17-11-402-042	41-17-11-452-025
41-17-10-361-011	41-17-11-402-043	41-17-11-452-026
41-17-10-361-012	41-17-11-404-001	41-17-11-452-027
41-17-10-361-013	41-17-11-404-002	41-17-11-452-028
41-17-10-362-001	41-17-11-404-007	41-17-11-452-029
41-17-10-362-002	41-17-11-404-008	41-17-11-452-030
41-17-10-362-003	41-17-11-404-009	41-17-11-452-031
41-17-10-362-004	41-17-11-451-001	41-17-11-452-032
41-17-10-362-005	41-17-11-451-002	41-17-11-452-033
41-17-10-362-006	41-17-11-451-003	41-17-11-452-034
41-17-10-362-007	41-17-11-451-004	41-17-11-453-001
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41-17-10-362-013	41-17-11-451-011	41-17-11-453-005
41-17-10-362-014	41-17-11-451-012	41-17-11-453-006
41-17-10-362-015	41-17-11-451-013	41-17-11-453-007
41-17-10-362-020	41-17-11-451-014	41-17-11-453-008
41-17-10-376-001	41-17-11-451-015	41-17-11-453-009

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment Roll 15-974

41-17-11-453-010	41-17-14-279-020	41-17-14-401-031
41-17-11-453-011	41-17-14-279-021	41-17-14-426-001
41-17-11-453-012	41-17-14-279-022	41-17-14-426-002
41-17-11-453-013	41-17-14-279-023	41-17-14-426-003
41-17-11-453-014	41-17-14-279-024	41-17-14-426-004
41-17-11-453-026	41-17-14-279-025	41-17-14-426-005
41-17-11-453-031	41-17-14-279-026	41-17-14-426-006
41-17-11-476-045	41-17-14-279-027	41-17-14-426-007
41-17-14-254-013	41-17-14-279-028	41-17-14-426-008
41-17-14-254-014	41-17-14-279-029	41-17-14-426-009
41-17-14-254-015	41-17-14-279-030	41-17-14-426-010
41-17-14-254-016	41-17-14-279-031	41-17-14-426-011
41-17-14-254-017	41-17-14-279-032	41-17-14-426-012
41-17-14-254-018	41-17-14-279-033	41-17-14-426-013
41-17-14-254-019	41-17-14-279-034	41-17-14-426-014
41-17-14-254-020	41-17-14-279-035	41-17-14-426-016
41-17-14-254-021	41-17-14-279-036	41-17-14-426-017
41-17-14-254-033	41-17-14-279-037	41-17-14-426-018
41-17-14-254-034	41-17-14-279-038	41-17-14-426-019
41-17-14-254-035	41-17-14-279-039	41-17-14-426-021
41-17-14-254-036	41-17-14-279-040	41-17-14-426-022
41-17-14-254-037	41-17-14-279-041	41-17-14-426-023
41-17-14-254-038	41-17-14-279-042	41-17-14-426-024
41-17-14-254-039	41-17-14-279-043	41-17-14-426-025
41-17-14-254-040	41-17-14-279-044	41-17-14-426-026
41-17-14-254-041	41-17-14-279-045	41-17-14-426-027
41-17-14-279-001	41-17-14-279-046	41-17-14-426-028
41-17-14-279-002	41-17-14-401-010	41-17-14-426-029
41-17-14-279-003	41-17-14-401-011	41-17-14-426-030
41-17-14-279-004	41-17-14-401-012	41-17-14-426-031
41-17-14-279-005	41-17-14-401-013	41-17-14-426-032
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41-17-14-279-008	41-17-14-401-016	41-17-14-426-035
41-17-14-279-009	41-17-14-401-017	41-17-14-426-036
41-17-14-279-010	41-17-14-401-018	41-17-14-426-037
41-17-14-279-011	41-17-14-401-019	41-17-14-426-039
41-17-14-279-012	41-17-14-401-021	41-17-14-426-040
41-17-14-279-013	41-17-14-401-022	41-17-14-426-041
41-17-14-279-014	41-17-14-401-023	41-17-14-426-042
41-17-14-279-015	41-17-14-401-024	41-17-21-277-018
41-17-14-279-016	41-17-14-401-025	41-17-21-277-019
41-17-14-279-017	41-17-14-401-026	41-17-21-278-027
41-17-14-279-018	41-17-14-401-029	41-17-21-278-053
41-17-14-279-019	41-17-14-401-030	41-17-21-278-054

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41-17-21-279-001	41-17-22-152-019	41-17-22-226-022
41-17-21-279-002	41-17-22-152-020	41-17-22-226-023
41-17-21-279-003	41-17-22-152-023	41-17-22-226-025
41-17-21-426-008	41-17-22-152-024	41-17-22-226-026
41-17-21-451-017	41-17-22-152-025	41-17-22-226-030
41-17-21-451-022	41-17-22-153-001	41-17-22-226-031
41-17-21-451-026	41-17-22-153-002	41-17-22-226-032
41-17-21-451-034	41-17-22-153-003	41-17-22-226-033
41-17-21-451-038	41-17-22-153-004	41-17-22-226-035
41-17-22-132-015	41-17-22-153-007	41-17-22-226-037
41-17-22-132-016	41-17-22-153-008	41-17-22-226-038
41-17-22-132-017	41-17-22-153-009	41-17-22-226-039
41-17-22-132-018	41-17-22-153-010	41-17-22-226-040
41-17-22-132-019	41-17-22-153-011	41-17-22-226-041
41-17-22-132-020	41-17-22-153-018	41-17-22-226-042
41-17-22-132-021	41-17-22-153-019	41-17-22-226-043
41-17-22-132-022	41-17-22-201-030	41-17-22-226-044
41-17-22-132-024	41-17-22-201-031	41-17-22-226-045
41-17-22-132-025	41-17-22-201-035	41-17-22-226-046
41-17-22-132-027	41-17-22-201-036	41-17-22-226-050
41-17-22-132-028	41-17-22-201-039	41-17-22-226-052
41-17-22-151-015	41-17-22-201-040	41-17-22-226-053
41-17-22-151-016	41-17-22-201-041	41-17-22-226-054
41-17-22-151-017	41-17-22-201-047	41-17-22-226-055
41-17-22-151-018	41-17-22-201-048	41-17-22-226-056
41-17-22-151-019	41-17-22-201-049	41-17-22-226-057
41-17-22-151-031	41-17-22-201-051	41-17-22-226-058
41-17-22-151-032	41-17-22-201-058	41-17-22-226-059
41-17-22-151-033	41-17-22-201-060	41-17-22-226-060
41-17-22-151-034	41-17-22-201-061	41-17-22-226-061
41-17-22-151-035	41-17-22-201-062	41-17-22-227-002
41-17-22-151-036	41-17-22-201-063	41-17-22-227-003
41-17-22-151-037	41-17-22-201-068	41-17-22-227-004
41-17-22-151-080	41-17-22-201-069	41-17-22-227-005
41-17-22-151-088	41-17-22-201-072	41-17-22-227-006
41-17-22-152-001	41-17-22-226-003	41-17-22-227-008
41-17-22-152-002	41-17-22-226-004	41-17-22-227-009
41-17-22-152-005	41-17-22-226-005	41-17-22-227-013
41-17-22-152-006	41-17-22-226-006	41-17-22-227-014
41-17-22-152-009	41-17-22-226-009	41-17-22-227-020
41-17-22-152-011	41-17-22-226-011	41-17-22-227-021
41-17-22-152-012	41-17-22-226-015	41-17-22-227-022
41-17-22-152-013	41-17-22-226-017	41-17-22-227-026
41-17-22-152-017	41-17-22-226-018	41-17-22-227-027
41-17-22-152-018	41-17-22-226-021	41-17-22-227-028

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41-17-22-227-029	41-17-22-228-012	41-17-22-351-001
41-17-22-227-030	41-17-22-228-013	41-17-22-351-002
41-17-22-227-031	41-17-22-228-017	41-17-22-351-003
41-17-22-227-032	41-17-22-228-020	41-17-22-351-004
41-17-22-227-033	41-17-22-228-025	41-17-22-351-005
41-17-22-227-034	41-17-22-228-026	41-17-22-351-006
41-17-22-227-038	41-17-22-228-027	41-17-22-351-007
41-17-22-227-041	41-17-22-228-028	41-17-22-351-008
41-17-22-227-046	41-17-22-228-029	41-17-22-351-010
41-17-22-227-047	41-17-22-228-030	41-17-22-351-011
41-17-22-227-048	41-17-22-228-031	41-17-22-351-012
41-17-22-227-049	41-17-22-228-063	41-17-22-351-013
41-17-22-227-050	41-17-22-228-064	41-17-22-351-014
41-17-22-227-051	41-17-22-228-068	41-17-22-351-015
41-17-22-227-052	41-17-22-228-078	41-17-22-351-016
41-17-22-227-060	41-17-22-228-079	41-17-22-351-017
41-17-22-227-061	41-17-22-228-080	41-17-22-351-018
41-17-22-227-062	41-17-22-228-100	41-17-22-351-021
41-17-22-227-063	41-17-22-228-102	41-17-22-351-022
41-17-22-227-064	41-17-22-228-103	41-17-22-351-026
41-17-22-227-065	41-17-22-228-104	41-17-22-351-027
41-17-22-227-066	41-17-22-251-015	41-17-22-351-028
41-17-22-227-067	41-17-22-301-001	41-17-22-352-001
41-17-22-227-070	41-17-22-301-002	41-17-22-352-002
41-17-22-227-072	41-17-22-301-003	41-17-22-352-003
41-17-22-227-076	41-17-22-301-004	41-17-22-352-004
41-17-22-227-079	41-17-22-301-005	41-17-22-352-005
41-17-22-227-082	41-17-22-301-006	41-17-22-352-007
41-17-22-227-083	41-17-22-301-007	41-17-22-352-008
41-17-22-227-086	41-17-22-301-008	41-17-22-352-009
41-17-22-227-087	41-17-22-301-009	41-17-22-352-010
41-17-22-227-088	41-17-22-301-010	41-17-22-352-011
41-17-22-227-089	41-17-22-301-011	41-17-22-352-012
41-17-22-227-091	41-17-22-302-001	41-17-22-352-013
41-17-22-227-094	41-17-22-302-002	41-17-22-352-015
41-17-22-227-095	41-17-22-302-003	41-17-22-353-001
41-17-22-227-096	41-17-22-302-004	41-17-22-353-002
41-17-22-227-097	41-17-22-302-007	41-17-22-353-003
41-17-22-227-098	41-17-22-302-008	41-17-22-353-004
41-17-22-227-099	41-17-22-302-009	41-17-22-353-005
41-17-22-227-100	41-17-22-302-010	41-17-22-353-006
41-17-22-227-101	41-17-22-302-018	41-17-22-353-007
41-17-22-228-003	41-17-22-302-019	41-17-22-353-008
41-17-22-228-010	41-17-22-303-003	41-17-22-353-009
41-17-22-228-011	41-17-22-303-004	41-17-22-353-010

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41-17-22-353-011	41-17-22-376-013	41-17-22-378-002
41-17-22-353-012	41-17-22-376-014	41-17-22-378-003
41-17-22-353-013	41-17-22-376-015	41-17-22-378-004
41-17-22-353-014	41-17-22-376-016	41-17-22-378-005
41-17-22-353-015	41-17-22-376-017	41-17-22-378-006
41-17-22-353-016	41-17-22-376-018	41-17-22-378-007
41-17-22-354-002	41-17-22-376-019	41-17-22-378-008
41-17-22-354-006	41-17-22-376-020	41-17-22-378-009
41-17-22-354-007	41-17-22-376-021	41-17-22-378-010
41-17-22-354-008	41-17-22-376-022	41-17-22-378-011
41-17-22-354-009	41-17-22-376-023	41-17-22-379-001
41-17-22-354-010	41-17-22-376-024	41-17-22-379-003
41-17-22-354-012	41-17-22-376-025	41-17-22-379-004
41-17-22-354-013	41-17-22-376-026	41-17-22-379-005
41-17-22-354-014	41-17-22-376-027	41-17-22-379-008
41-17-22-354-015	41-17-22-376-028	41-17-22-379-011
41-17-22-354-016	41-17-22-376-031	41-17-22-379-012
41-17-22-354-052	41-17-22-376-032	41-17-22-379-013
41-17-22-354-053	41-17-22-376-033	41-17-22-379-014
41-17-22-354-054	41-17-22-376-035	41-17-22-379-015
41-17-22-354-057	41-17-22-377-001	41-17-22-379-016
41-17-22-354-058	41-17-22-377-005	41-17-22-379-017
41-17-22-354-065	41-17-22-377-006	41-17-22-379-019
41-17-22-354-067	41-17-22-377-007	41-17-22-379-020
41-17-22-354-068	41-17-22-377-008	41-17-22-379-021
41-17-22-374-002	41-17-22-377-009	41-17-22-379-022
41-17-22-374-003	41-17-22-377-010	41-17-22-379-023
41-17-22-374-004	41-17-22-377-011	41-17-22-379-024
41-17-22-374-005	41-17-22-377-012	41-17-22-379-025
41-17-22-374-006	41-17-22-377-013	41-17-22-379-026
41-17-22-374-007	41-17-22-377-014	41-17-22-379-027
41-17-22-374-008	41-17-22-377-017	41-17-22-380-004
41-17-22-374-009	41-17-22-377-018	41-17-22-380-005
41-17-22-376-001	41-17-22-377-019	41-17-22-380-006
41-17-22-376-002	41-17-22-377-020	41-17-22-380-007
41-17-22-376-003	41-17-22-377-021	41-17-22-380-008
41-17-22-376-004	41-17-22-377-023	41-17-22-380-010
41-17-22-376-005	41-17-22-377-024	41-17-22-380-011
41-17-22-376-006	41-17-22-377-029	41-17-22-380-012
41-17-22-376-007	41-17-22-377-030	41-17-22-380-015
41-17-22-376-008	41-17-22-377-031	41-17-22-380-019
41-17-22-376-009	41-17-22-377-032	41-17-22-380-020
41-17-22-376-010	41-17-22-377-035	41-17-22-381-001
41-17-22-376-011	41-17-22-377-036	41-17-22-381-002
41-17-22-376-012	41-17-22-378-001	41-17-22-381-003

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41-17-22-381-004	41-17-22-451-028	41-17-23-154-016
41-17-22-381-005	41-17-22-451-029	41-17-23-154-018
41-17-22-381-006	41-17-22-451-030	41-17-23-154-019
41-17-22-381-008	41-17-22-451-032	41-17-23-154-020
41-17-22-381-009	41-17-22-451-033	41-17-23-154-023
41-17-22-381-010	41-17-22-451-035	41-17-23-154-026
41-17-22-381-011	41-17-22-451-036	41-17-23-154-027
41-17-22-381-012	41-17-22-451-037	41-17-23-154-028
41-17-22-381-013	41-17-22-451-038	41-17-23-154-029
41-17-22-382-001	41-17-22-451-039	41-17-23-154-030
41-17-22-382-002	41-17-22-451-040	41-17-23-176-001
41-17-22-382-003	41-17-22-451-041	41-17-23-176-002
41-17-22-382-004	41-17-22-451-043	41-17-23-176-003
41-17-22-382-005	41-17-22-451-044	41-17-23-176-004
41-17-22-382-006	41-17-22-451-045	41-17-23-176-005
41-17-22-382-007	41-17-22-451-047	41-17-23-176-007
41-17-22-382-008	41-17-22-451-048	41-17-23-176-008
41-17-22-382-009	41-17-22-451-049	41-17-23-176-009
41-17-22-382-010	41-17-22-452-002	41-17-23-176-011
41-17-22-382-011	41-17-22-452-003	41-17-23-176-012
41-17-22-382-012	41-17-22-452-004	41-17-23-176-015
41-17-22-382-013	41-17-22-452-007	41-17-23-176-016
41-17-22-382-014	41-17-22-452-008	41-17-23-176-017
41-17-22-382-015	41-17-22-452-010	41-17-23-176-018
41-17-22-382-016	41-17-22-452-011	41-17-23-176-019
41-17-22-382-017	41-17-22-452-012	41-17-23-176-020
41-17-22-382-018	41-17-22-452-015	41-17-23-176-021
41-17-22-382-019	41-17-22-452-016	41-17-23-176-023
41-17-22-383-001	41-17-22-456-002	41-17-23-176-024
41-17-22-403-005	41-17-22-456-003	41-17-23-176-025
41-17-22-403-006	41-17-22-456-004	41-17-23-176-026
41-17-22-403-007	41-17-22-456-005	41-17-23-176-027
41-17-22-403-008	41-17-22-456-006	41-17-23-176-028
41-17-22-403-009	41-17-22-456-007	41-17-23-176-029
41-17-22-404-002	41-17-22-456-012	41-17-23-176-031
41-17-22-404-003	41-17-22-456-013	41-17-23-176-033
41-17-22-404-004	41-17-22-456-014	41-17-23-176-034
41-17-22-404-005	41-17-22-456-015	41-17-23-177-001
41-17-22-451-002	41-17-22-456-017	41-17-23-177-002
41-17-22-451-003	41-17-22-456-018	41-17-23-177-003
41-17-22-451-004	41-17-22-456-020	41-17-23-177-004
41-17-22-451-005	41-17-22-456-021	41-17-23-177-005
41-17-22-451-015	41-17-23-154-013	41-17-23-177-006
41-17-22-451-016	41-17-23-154-014	41-17-23-177-007
41-17-22-451-017	41-17-23-154-015	41-17-23-177-008

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41-17-23-177-009	41-17-23-178-040	41-17-23-205-003
41-17-23-177-010	41-17-23-179-001	41-17-23-205-004
41-17-23-177-011	41-17-23-179-002	41-17-23-205-009
41-17-23-177-012	41-17-23-179-003	41-17-23-205-010
41-17-23-177-016	41-17-23-179-006	41-17-23-209-003
41-17-23-177-017	41-17-23-179-007	41-17-23-209-004
41-17-23-177-018	41-17-23-179-010	41-17-23-209-005
41-17-23-177-019	41-17-23-179-011	41-17-23-210-001
41-17-23-177-021	41-17-23-179-012	41-17-23-210-002
41-17-23-177-022	41-17-23-179-013	41-17-23-210-003
41-17-23-177-025	41-17-23-179-017	41-17-23-210-004
41-17-23-177-026	41-17-23-179-018	41-17-23-210-005
41-17-23-177-027	41-17-23-179-019	41-17-23-226-014
41-17-23-177-028	41-17-23-179-020	41-17-23-226-015
41-17-23-177-029	41-17-23-179-022	41-17-23-226-019
41-17-23-177-030	41-17-23-179-024	41-17-23-226-020
41-17-23-177-031	41-17-23-179-025	41-17-23-226-021
41-17-23-177-032	41-17-23-179-028	41-17-23-226-022
41-17-23-177-033	41-17-23-179-029	41-17-23-226-023
41-17-23-178-002	41-17-23-179-030	41-17-23-226-024
41-17-23-178-003	41-17-23-179-031	41-17-23-226-025
41-17-23-178-004	41-17-23-179-032	41-17-23-226-026
41-17-23-178-005	41-17-23-179-033	41-17-23-226-027
41-17-23-178-008	41-17-23-179-034	41-17-23-226-028
41-17-23-178-009	41-17-23-180-002	41-17-23-226-029
41-17-23-178-010	41-17-23-180-003	41-17-23-226-030
41-17-23-178-012	41-17-23-180-004	41-17-23-226-031
41-17-23-178-013	41-17-23-180-005	41-17-23-226-032
41-17-23-178-014	41-17-23-180-006	41-17-23-226-033
41-17-23-178-020	41-17-23-180-007	41-17-23-226-034
41-17-23-178-021	41-17-23-180-008	41-17-23-226-035
41-17-23-178-022	41-17-23-180-009	41-17-23-226-036
41-17-23-178-023	41-17-23-180-010	41-17-23-226-037
41-17-23-178-024	41-17-23-180-011	41-17-23-226-044
41-17-23-178-025	41-17-23-180-012	41-17-23-226-045
41-17-23-178-026	41-17-23-180-013	41-17-23-226-046
41-17-23-178-027	41-17-23-180-016	41-17-23-226-052
41-17-23-178-028	41-17-23-180-017	41-17-23-226-053
41-17-23-178-029	41-17-23-204-023	41-17-23-226-056
41-17-23-178-033	41-17-23-204-024	41-17-23-227-001
41-17-23-178-034	41-17-23-204-025	41-17-23-227-002
41-17-23-178-035	41-17-23-204-026	41-17-23-227-003
41-17-23-178-037	41-17-23-204-027	41-17-23-227-006
41-17-23-178-038	41-17-23-204-028	41-17-23-227-007
41-17-23-178-039	41-17-23-205-002	41-17-23-227-008

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41-17-23-227-009	41-17-23-252-020	41-17-23-326-002
41-17-23-227-012	41-17-23-252-021	41-17-23-326-003
41-17-23-227-013	41-17-23-252-022	41-17-23-326-004
41-17-23-227-016	41-17-23-252-023	41-17-23-326-005
41-17-23-227-017	41-17-23-252-024	41-17-23-326-006
41-17-23-227-018	41-17-23-252-029	41-17-23-326-007
41-17-23-227-019	41-17-23-252-030	41-17-23-326-008
41-17-23-227-021	41-17-23-252-031	41-17-23-326-009
41-17-23-227-023	41-17-23-252-032	41-17-23-326-010
41-17-23-227-024	41-17-23-253-002	41-17-23-326-011
41-17-23-227-025	41-17-23-253-003	41-17-23-326-012
41-17-23-227-027	41-17-23-253-004	41-17-23-326-013
41-17-23-227-094	41-17-23-253-005	41-17-23-326-014
41-17-23-251-002	41-17-23-253-006	41-17-23-326-015
41-17-23-251-003	41-17-23-253-007	41-17-23-326-016
41-17-23-251-004	41-17-23-253-008	41-17-23-326-017
41-17-23-251-005	41-17-23-253-009	41-17-23-326-018
41-17-23-251-006	41-17-23-253-012	41-17-23-327-001
41-17-23-251-007	41-17-23-253-013	41-17-23-327-002
41-17-23-251-008	41-17-23-253-014	41-17-23-327-003
41-17-23-251-009	41-17-23-253-015	41-17-23-327-004
41-17-23-251-010	41-17-23-253-016	41-17-23-327-005
41-17-23-251-011	41-17-23-253-017	41-17-23-327-006
41-17-23-251-012	41-17-23-253-018	41-17-23-327-007
41-17-23-251-013	41-17-23-253-019	41-17-23-327-008
41-17-23-251-014	41-17-23-253-020	41-17-23-327-009
41-17-23-251-015	41-17-23-253-021	41-17-23-327-010
41-17-23-252-001	41-17-23-253-022	41-17-23-327-011
41-17-23-252-002	41-17-23-253-023	41-17-23-327-012
41-17-23-252-003	41-17-23-253-024	41-17-23-327-013
41-17-23-252-004	41-17-23-253-025	41-17-23-327-014
41-17-23-252-005	41-17-23-253-026	41-17-23-327-015
41-17-23-252-006	41-17-23-253-027	41-17-23-327-016
41-17-23-252-007	41-17-23-253-028	41-17-23-327-017
41-17-23-252-008	41-17-23-253-029	41-17-23-327-018
41-17-23-252-009	41-17-23-253-030	41-17-23-327-019
41-17-23-252-010	41-17-23-253-031	41-17-23-327-020
41-17-23-252-011	41-17-23-303-022	41-17-23-327-021
41-17-23-252-013	41-17-23-303-023	41-17-23-327-022
41-17-23-252-014	41-17-23-303-028	41-17-23-327-023
41-17-23-252-015	41-17-23-303-029	41-17-23-327-024
41-17-23-252-016	41-17-23-303-033	41-17-23-327-025
41-17-23-252-017	41-17-23-303-046	41-17-23-327-026
41-17-23-252-018	41-17-23-303-047	41-17-23-327-027
41-17-23-252-019	41-17-23-326-001	41-17-23-327-028

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment Roll 15-974

41-17-23-327-029	41-17-23-328-036	41-17-23-330-006
41-17-23-327-030	41-17-23-328-037	41-17-23-330-007
41-17-23-327-031	41-17-23-328-048	41-17-23-330-008
41-17-23-327-032	41-17-23-328-050	41-17-23-330-009
41-17-23-327-033	41-17-23-328-051	41-17-23-330-010
41-17-23-327-034	41-17-23-329-001	41-17-23-330-011
41-17-23-327-035	41-17-23-329-002	41-17-23-330-012
41-17-23-327-036	41-17-23-329-003	41-17-23-330-013
41-17-23-327-037	41-17-23-329-004	41-17-23-330-014
41-17-23-327-038	41-17-23-329-005	41-17-23-330-015
41-17-23-327-039	41-17-23-329-006	41-17-23-330-016
41-17-23-328-002	41-17-23-329-007	41-17-23-330-017
41-17-23-328-003	41-17-23-329-008	41-17-23-351-003
41-17-23-328-004	41-17-23-329-009	41-17-23-351-004
41-17-23-328-005	41-17-23-329-010	41-17-23-351-005
41-17-23-328-006	41-17-23-329-011	41-17-23-351-006
41-17-23-328-007	41-17-23-329-012	41-17-23-351-007
41-17-23-328-008	41-17-23-329-013	41-17-23-351-008
41-17-23-328-009	41-17-23-329-014	41-17-23-351-009
41-17-23-328-010	41-17-23-329-015	41-17-23-351-010
41-17-23-328-011	41-17-23-329-016	41-17-23-351-011
41-17-23-328-012	41-17-23-329-017	41-17-23-351-012
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41-17-23-328-016	41-17-23-329-022	41-17-23-352-003
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41-17-23-328-020	41-17-23-329-026	41-17-23-352-007
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41-17-23-328-030	41-17-23-329-036	41-17-23-352-017
41-17-23-328-031	41-17-23-330-001	41-17-23-352-018
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41-17-23-328-033	41-17-23-330-003	41-17-23-353-002
41-17-23-328-034	41-17-23-330-004	41-17-23-353-003
41-17-23-328-035	41-17-23-330-005	41-17-23-353-004

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment Roll 15-974

41-17-23-353-005	41-17-23-402-005	41-17-23-476-005
41-17-23-353-006	41-17-23-402-006	41-17-23-476-006
41-17-23-353-007	41-17-23-402-007	41-17-23-476-007
41-17-23-353-010	41-17-23-402-008	41-17-23-476-008
41-17-23-353-011	41-17-23-402-009	41-17-23-476-015
41-17-23-353-012	41-17-23-402-010	41-17-23-476-016
41-17-23-354-006	41-17-23-402-011	41-17-23-476-017
41-17-23-354-007	41-17-23-402-012	41-17-23-476-018
41-17-23-354-008	41-17-23-402-013	41-17-23-476-042
41-17-23-354-009	41-17-23-402-014	41-17-26-101-079
41-17-23-354-010	41-17-23-402-015	41-17-26-151-017
41-17-23-354-011	41-17-23-402-016	41-17-26-151-018
41-17-23-354-012	41-17-23-402-017	41-17-26-151-019
41-17-23-354-013	41-17-23-402-018	41-17-26-154-002
41-17-23-354-014	41-17-23-402-019	41-17-26-154-003
41-17-23-354-015	41-17-23-402-020	41-17-26-154-004
41-17-23-354-016	41-17-23-402-021	41-17-26-154-005
41-17-23-354-017	41-17-23-402-022	41-17-26-154-008
41-17-23-354-018	41-17-23-402-023	41-17-26-154-009
41-17-23-354-019	41-17-23-402-024	41-17-26-154-010
41-17-23-376-001	41-17-23-402-025	41-17-26-154-012
41-17-23-401-001	41-17-23-402-026	41-17-26-154-013
41-17-23-401-002	41-17-23-402-027	41-17-26-154-014
41-17-23-401-003	41-17-23-402-029	41-17-26-154-015
41-17-23-401-004	41-17-23-427-001	41-17-26-154-017
41-17-23-401-005	41-17-23-427-002	41-17-26-154-018
41-17-23-401-006	41-17-23-427-003	41-17-26-154-019
41-17-23-401-007	41-17-23-427-004	41-17-26-154-022
41-17-23-401-008	41-17-23-427-005	41-17-26-154-023
41-17-23-401-009	41-17-23-427-006	41-17-26-154-024
41-17-23-401-010	41-17-23-427-007	41-17-26-154-025
41-17-23-401-011	41-17-23-427-008	41-17-26-154-026
41-17-23-401-012	41-17-23-427-009	41-17-26-154-027
41-17-23-401-013	41-17-23-427-010	41-17-26-154-028
41-17-23-401-014	41-17-23-427-011	41-17-26-154-029
41-17-23-401-015	41-17-23-427-012	41-17-26-155-001
41-17-23-401-016	41-17-23-427-013	41-17-26-155-002
41-17-23-401-017	41-17-23-427-014	41-17-26-155-005
41-17-23-401-018	41-17-23-427-015	41-17-26-156-003
41-17-23-401-019	41-17-23-427-016	41-17-26-156-004
41-17-23-401-020	41-17-23-427-017	41-17-26-156-005
41-17-23-402-001	41-17-23-428-002	41-17-26-156-006
41-17-23-402-002	41-17-23-476-002	41-17-26-156-007
41-17-23-402-003	41-17-23-476-003	41-17-26-156-008
41-17-23-402-004	41-17-23-476-004	41-17-26-156-011

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment Roll 15-974

41-17-26-156-012	41-17-26-302-006	41-17-26-305-013
41-17-26-156-013	41-17-26-302-007	41-17-26-305-014
41-17-26-156-014	41-17-26-302-008	41-17-26-305-015
41-17-26-156-015	41-17-26-302-009	41-17-26-305-016
41-17-26-156-016	41-17-26-302-010	41-17-26-305-017
41-17-26-156-020	41-17-26-302-011	41-17-26-305-018
41-17-26-156-021	41-17-26-302-012	41-17-26-305-019
41-17-26-156-023	41-17-26-302-013	41-17-26-305-020
41-17-26-156-024	41-17-26-302-014	41-17-26-305-021
41-17-26-156-025	41-17-26-302-015	41-17-26-305-022
41-17-26-156-026	41-17-26-302-016	41-17-26-305-023
41-17-26-156-027	41-17-26-302-020	41-17-26-305-024
41-17-26-156-028	41-17-26-302-021	41-17-26-305-025
41-17-26-156-029	41-17-26-302-022	41-17-26-305-026
41-17-26-156-030	41-17-26-302-023	41-17-26-305-027
41-17-26-156-031	41-17-26-302-024	41-17-26-305-028
41-17-26-156-032	41-17-26-302-025	41-17-27-201-016
41-17-26-157-002	41-17-26-302-026	41-17-27-202-001
41-17-26-157-003	41-17-26-302-027	41-17-27-226-016
41-17-26-157-004	41-17-26-304-001	41-17-27-249-001
41-17-26-157-005	41-17-26-304-002	41-17-27-249-002
41-17-26-157-006	41-17-26-304-008	41-17-27-249-003
41-17-26-157-011	41-17-26-304-009	41-17-27-249-004
41-17-26-157-012	41-17-26-304-010	41-17-27-249-005
41-17-26-157-013	41-17-26-304-011	41-17-27-249-006
41-17-26-157-014	41-17-26-304-012	41-17-27-249-007
41-17-26-157-015	41-17-26-304-013	41-17-27-249-008
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41-17-26-301-010	41-17-26-304-018	41-17-27-249-011
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41-17-26-301-012	41-17-26-304-020	41-17-27-249-013
41-17-26-301-013	41-17-26-304-022	41-17-27-249-014
41-17-26-301-014	41-17-26-305-001	41-17-27-249-015
41-17-26-301-015	41-17-26-305-002	41-17-27-249-016
41-17-26-301-016	41-17-26-305-003	41-17-27-249-017
41-17-26-301-017	41-17-26-305-004	41-17-27-249-018
41-17-26-301-027	41-17-26-305-005	41-17-27-249-019
41-17-26-301-028	41-17-26-305-006	41-17-27-251-001
41-17-26-301-029	41-17-26-305-007	41-17-27-265-006
41-17-26-301-030	41-17-26-305-008	41-17-27-265-007
41-17-26-301-031	41-17-26-305-009	41-17-27-265-008
41-17-26-301-032	41-17-26-305-010	41-17-27-265-009
41-17-26-301-033	41-17-26-305-011	41-17-27-265-017
41-17-26-302-005	41-17-26-305-012	41-17-27-265-018

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment Roll 15-974

41-17-27-265-019	41-17-27-278-040	41-17-27-286-021
41-17-27-266-037	41-17-27-278-041	41-17-27-286-022
41-17-27-266-040	41-17-27-282-001	41-17-27-286-023
41-17-27-266-041	41-17-27-282-002	41-17-27-286-024
41-17-27-267-001	41-17-27-282-005	41-17-27-286-028
41-17-27-267-002	41-17-27-282-007	41-17-27-286-029
41-17-27-267-003	41-17-27-282-008	41-17-27-286-030
41-17-27-267-004	41-17-27-284-001	41-17-27-286-031
41-17-27-267-005	41-17-27-284-002	41-17-27-286-033
41-17-27-267-006	41-17-27-284-003	41-17-27-286-034
41-17-27-267-007	41-17-27-284-004	41-17-27-286-035
41-17-27-278-001	41-17-27-284-005	41-17-27-286-037
41-17-27-278-002	41-17-27-284-006	41-17-27-286-038
41-17-27-278-003	41-17-27-285-001	41-17-27-286-041
41-17-27-278-004	41-17-27-285-002	41-17-27-286-043
41-17-27-278-005	41-17-27-285-003	41-17-27-286-044
41-17-27-278-006	41-17-27-285-004	41-17-27-287-001
41-17-27-278-008	41-17-27-285-005	41-17-27-287-002
41-17-27-278-009	41-17-27-285-006	41-17-27-287-003
41-17-27-278-010	41-17-27-285-007	41-17-28-284-008
41-17-27-278-011	41-17-27-285-008	41-17-28-284-009
41-17-27-278-012	41-17-27-285-009	41-17-28-284-010
41-17-27-278-013	41-17-27-285-010	41-17-28-290-001
41-17-27-278-014	41-17-27-285-011	41-17-28-290-002
41-17-27-278-015	41-17-27-285-012	41-17-28-290-003
41-17-27-278-016	41-17-27-285-013	41-17-28-290-004
41-17-27-278-017	41-17-27-285-014	41-17-28-290-005
41-17-27-278-018	41-17-27-285-015	41-17-28-290-006
41-17-27-278-019	41-17-27-285-016	41-17-28-290-007
41-17-27-278-020	41-17-27-286-001	41-17-28-290-008
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41-17-27-278-027	41-17-27-286-008	41-17-28-290-015
41-17-27-278-028	41-17-27-286-009	41-17-28-425-003
41-17-27-278-029	41-17-27-286-010	41-17-28-425-004
41-17-27-278-030	41-17-27-286-011	41-17-28-425-005
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41-17-27-278-037	41-17-27-286-014	41-17-28-425-008
41-17-27-278-038	41-17-27-286-017	41-17-28-425-009
41-17-27-278-039	41-17-27-286-018	41-17-28-425-010

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment Roll 15-974

41-17-28-425-011	41-17-28-428-002
41-17-28-425-012	41-17-28-428-003
41-17-28-425-013	41-17-28-428-004
41-17-28-425-014	41-17-28-428-006
41-17-28-425-015	41-17-28-428-007
41-17-28-425-016	41-17-28-428-008
41-17-28-425-017	41-17-28-428-009
41-17-28-425-018	41-17-28-428-018
41-17-28-425-019	41-17-28-428-019
41-17-28-425-020	41-17-28-428-020
41-17-28-425-023	41-17-28-428-021
41-17-28-425-024	
41-17-28-426-001	
41-17-28-426-002	
41-17-28-426-003	
41-17-28-426-004	
41-17-28-426-005	
41-17-28-426-006	
41-17-28-426-019	
41-17-28-426-022	
41-17-28-426-024	
41-17-28-426-025	
41-17-28-426-026	
41-17-28-426-027	
41-17-28-426-028	
41-17-28-427-001	
41-17-28-427-002	
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41-17-28-427-027	
41-17-28-427-028	
41-17-28-427-029	
41-17-28-427-030	
41-17-28-428-001	

RESOLUTION NO. _____

RESOLUTION TO SET A TIME AND PLACE FOR A PUBLIC HEARING TO DETERMINE
THE NECESSITY OF PROVIDING AN AERIAL INSECTICIDE SPRAY FOR A GYPSY
MOTH SUPPRESSION PROGRAM, SPECIAL ASSESSMENT ROLL 15-795

WHEREAS:

1. The City Council has directed the City Manager to prepare plans and specifications and an estimate of cost for a public improvement as described below.
2. The City Manager has prepared the same, and has filed the same with the City Clerk, together with certain recommendations as required by the City Code of the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The plans and specifications and estimate of cost and the report of the City Manager for this public improvement, shall be filed in the office of the City Clerk, and shall be available for public examination.
2. The City Council shall meet at Wyoming City Hall, 1155-28th Street SW, Wyoming, Michigan, on **April 6, 2015, at 7:03 p.m.**, for the purpose of hearing all persons to be affected by the proposed public improvement (see attached list).
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 five (5) days prior to the date of the hearing; and
 - b. Sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least ten (10) days before the time of the hearing.
4. The notice of the hearing to be published and mailed, shall be in substantially the following form:

NOTICE OF SPECIAL ASSESSMENT HEARING TO THE OWNERS OF THE LOTS
AND PARCELS OF LAND INCLUDED FOR AERIAL INSECTICIDE SPRAY FOR A
GYPSY MOTH SUPPRESSION PROGRAM, SPECIAL ASSESSMENT ROLL 15-795.

5. The City Council intends to provide Aerial Insecticide Spray for a Gypsy Moth Suppression Program Special Assessment 15-795. The City Council intends to defray all of the costs of the above described public improvement by special assessment against the described property.
6. The City Council has caused plans and specifications and an estimate of the cost of the above described public improvement, together with certain recommendations, to be prepared and made by the City Manager and the same is on file with the City Clerk and available for public examination.
7. The City Council will meet at Wyoming City Hall, 1155-28th Street SW, Wyoming, Michigan, on **April 6, 2015, at 7:03 p.m.**, for the purpose of hearing all persons to be affected by the proposed public improvement.

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 March 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Aerial Spray Map

Parcel List

Resolution No. _____

Staff Report

Date: 03/04/2015

Subject: Gypsy Moth Suppression Program and Special Assessment

From: Kelli VandenBerg, City Clerk

Meeting Date: March 9, 2015 Work Session and March 16, 2015 Regular Session

Recommendation:

Staff recommends approval of a Gypsy Moth Suppression Program through an aerial insecticide spray and defraying the costs of this program through the creation of two special assessment rolls to be applied to affected properties.

Sustainability Criteria:

Environmental Quality – The approval of a Gypsy Moth Suppression Program will allow for the treatment and suppression of Gypsy Moths, providing protection to trees and properties in the affected areas.

Social Equity – Approval of a Special Assessment Roll for the treatment of Gypsy Moths will result in the costs of the program being applied to those directly benefitting from the service.

Economic Strength – Approval of a Gypsy Moth Suppression Program will aid in protecting the aesthetics and value of trees and property in the affected areas.

Discussion:

In 2009 and 2010, the City of Wyoming saw a significant increase in the Gypsy Moth population and subsequently coordinated Gypsy Moth Suppression Programs through aerial application. During 2011 through 2013, the Gypsy Moth population remained at non-nuisance levels and required no community-wide treatment. In 2014, the City noted a marked increase in communication from residents indicating an increase in Gypsy Moths and suggesting the population was reaching a threshold that would justify treatment.

In December 2014, Aquatic Consulting Services, Inc. performed field assessments to gauge population densities and to determine if a treatment program was necessary in the spring of 2015. Working from the list of resident complaints received and observations in the field, 745 acres of Wyoming property were identified for treatment.

Previous treatment programs made use of a special assessment roll in order to cover the costs of the program to those benefitting from the treatment. This year, it is proposed that two special assessment rolls be created to collect from affected property owners. The first, Special

Assessment Roll 15-794, would include 1,948 properties and would assess a \$24.00 per parcel fee to those receiving treatment. The \$24.00 per parcel fee is based on the combined cost of treatment and consultation expenses and on the average combined parcel size of the 1,948 properties being 0.3 acre. These properties are mostly residential areas. The second, Special Assessment Roll 15-795, will include six large parcels that range in size from five to 49 acres. Due to the larger size of these properties, they will be assessed \$71.64 per acre for treatment. The \$71.64 per acre cost is a combined cost of treatment and consultation expenses. These larger parcels include two City of Wyoming parks, one Kent County park and three privately owned apartment complexes.

In order to create these Special Assessment Rolls and implement a Gypsy Moth Suppression Program, it is necessary to conduct two public hearings. If Council concurs, I will prepare information for their consideration at the March 16 City Council meeting to initiate this process. If this is approved, additional information will be forthcoming regarding the approval of an aerial applicator to conduct the treatment.

Budget Impact:

As there are currently no funds available to provide a Gypsy Moth Suppression Program, it is proposed that Special Assessment Rolls 15-794 and 15-795 be created and applied to affected property owners to accommodate the costs associated with this service.

City of Wyoming Gypsy Moth Survey Report for 2015 Season



Shaded areas are proposed for
aerial B.t. spray in Spring 2015



— City Boundary

2014 Aquatic Consulting Services LLC

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment Roll 15-795

- 41-17-11-176-005
- 41-17-22-303-001
- 41-17-22-455-016
- 41-17-26-401-001
- 41-17-27-226-015
- 41-17-28-401-008

RESOLUTION NO. _____

RESOLUTION TO WAIVE CERTAIN REQUIREMENTS OF THE CODE OF THE CITY OF WYOMING FOR T.J. SCHMIDT, LLC., CARNIVAL TO BE HELD AT THE LOEKS THEATRES, INC., PROPERTY FROM APRIL 24 – MAY 3, 2015

WHEREAS:

1. T.J. Schmidt, LLC has submitted a request for a Carnival Permit.
2. Section 14-282 of the Code of the City of Wyoming allows the City Council to waive any of the restrictions of "DIVISION 3. CARNIVALS" if the sponsor is a nonprofit, religious, fraternal, school or community organization that has been established in the City for at least five years and a waiver is deemed to be in the best interest of the City.
3. Section 14-276 of the Code of the City of Wyoming states that the application must be accompanied by payment of all fees and bonds.
4. It has been deemed advisable by the Wyoming City Council to waive the fee requirements of Section 14-276.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby waive the fee requirement of Section 14-276 of the Code of the City of Wyoming and hereby allows T.J. Schmidt, LLC to hold a carnival April 24 – May 3, 2015.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Site Security Plan
Contract/Agreement

Resolution No. _____

STAFF REPORT

Date: March 9, 2015

Subject: Wave Fees for Carnival

From: Jeffrey Anderson, Parks and Facilities Supervisor

Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: March 16, 2015

RECOMMENDATION:

The City of Wyoming Parks and Recreation Department is sponsoring a carnival April 24-May 3 to raise funds for both department programs and the Greater Wyoming Community Resource Alliance, which provides scholarships for department programs and community grants. The past carnival operator Playworld has retired after working 12 years in Wyoming and recommends the new carnival T.J. Schmidt, LLC. We have secured permission from Loeks Theaters to hold the carnival on the property behind the old Studio 28 Theater. We are requesting the City Council waive all fees for this event with the proceeds to be used for the Greater Wyoming Community Resource Alliance and the Parks and Recreation Department.

SUSTAINABILITY CRITERIA:

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

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

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

DISCUSSION:

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

the required written permission from Loeks Theater. We have discussed the site approval with Jim DeLange, Chief Building Official, and the site security plan with Captain Kip Snyder and Fire Inspector Bill Aman. T.J. Schmidt Company is a reputable carnival that has been in business for 30 years providing top quality rides.

BUDGET IMPACT:

The carnival allows for the attainment of budget goals related to fundraising. Expenses by the Parks and Recreation Department for set up and removal of security cattle fencing, and site security assistance during the carnival have already been budgeted for.

Site Security Plan- Carnival 2015

The City of Wyoming Parks and Recreation will be sponsoring a carnival put on by T.J. Schmidt Company. This will return a percentage of gross receipts back to the Parks and Recreation Department and the Greater Wyoming Community Resource Alliance. The carnival will operate from April 24 to May 3.

The event is located behind the old Studio 28 Theater. We have the written permission from Loeks Theaters and the hours of operation are as follows:

Monday –Thursday	4:00 - 10:00 pm
Fridays	12:00 - 11:00 pm
Saturdays	12:00 - 11:00 pm
Sundays	1:00 - 10:00 pm

Security Plan:

There will be two Parks personnel assigned to the carnival for the ten days in which they are open. They will be identifiable with a Security safety vest and have no other duties with the carnival. They will be equipped with cell phones to contact Wyoming Police Department dispatch if necessary. I have reviewed and conferred with Captain Kip Snyder with the Wyoming Police Department and they will staff two officers for both Friday and Saturday event dates from 6-11 PM. Fire Inspector Bill Amen and Chief Building Inspector Jim DeLange have been informed of the carnival site plan. The entire carnival will be enclosed with temporary cattle fencing provided by the Parks and Recreation Department.

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

Jeff Anderson
Parks & Facilities Supervisor
City of Wyoming
893-2836

T.J. SCHMIDT & COMPANY, LLC
424 M-61
STANDISH, MICHIGAN 48658
(989) 846-6572

CONTRACT AND AGREEMENT (1 YEAR TERM)

1. This agreement made and entered into this March 9, 2015, by and between T.J. Schmidt & Company, LLC of Standish, MI, also referred to in this contract as T.J. SCHMIDT, and the CITY OF WYOMING, also referred to in this contract as SPONSOR, and LOEKS THEATRES, INC.

2. The SPONSOR will grant T.J. SCHMIDT the exclusive privilege of amusement riding devices and concessions, which will be held on the following dates:

Commencing April 24, 2015 and ending May 3, 2015

Which will be held at the following location:

LOEKS THEATRES, INC. – 1400 28th Street SW, Wyoming, MI 49509

3. The SPONSOR will furnish T.J. SCHMIDT with suitable locations, police or security protection, and any necessary city licenses.

4. The SPONSOR will furnish an area for a camp site for T.J. SCHMIDT living quarters housing all employees.

5. T.J. SCHMIDT agrees to pay the SPONSOR as follows:

20% of gross receipts of rides;

T.J. SCHMIDT also agrees to pay LOEKS THEATRES, INC. as follows:

2.5% of gross receipts of rides.

6. T.J. SCHMIDT agrees to furnish the SPONSOR and LOEKS THEATRES, INC. with an insurance certificate showing evidence of protection in the amount of \$3,000,000.00 satisfactory to the SPONSOR and LOEKS THEATRES, INC.

7. T.J. SCHMIDT will provide top quality rides. All rides and concessions or shows will be under management and control of T.J. SCHMIDT.

8. T.J. SCHMIDT guarantees to keep their space occupied clean and neat throughout the event and to restore the site to the original condition upon their arrival.

9. All T.J. SCHMIDT employees will wear uniforms including shirts/hats to be clearly identified during your event. They will be neat and clean at all times except for set up and tear down. All employees will be polite and mannerly to the public.

10. T.J. SCHMIDT will provide customer services such as ticket sales, grounds clean up, hand sanitizing stations, photo opportunity boards, trash receptacles, electrical cable covers for safety, shade areas with bench seating, an office centrally located for sponsor and customer problem solving, and other services whenever space permits for these things.
11. It is specifically understood that nothing in this contract shall be construed as a partnership between the three parties. T.J. SCHMIDT will operate as a separate contractor with each party being responsible for its separate debts, obligations, and other liabilities. All agree, however, to join hands in this contract to work together to make this event successful.
12. It shall be understood that in case of accidents, fire, floods, strikes, tornados, epidemic, governmental intervention, or any unforeseen occurrence over which the carnival has no control, T.J. SCHMIDT shall not be held liable for any damages.
13. Any other additional terms, if any, will be attached on a separate page.
14. This contract, consisting of 2 (or more) pages, has been entered into and signed in triplicate this 9th day of March 2015 by all parties.

SPONSOR REPRESENTATIVES

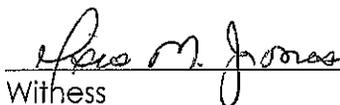
T.J. SCHMIDT & COMPANY, LLC



 CITY OF WYOMING -Representative



 T.J. SCHMIDT - Representative

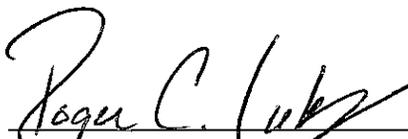


 Witness

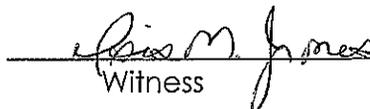


 Witness

LOEKS THEATRES, INC.

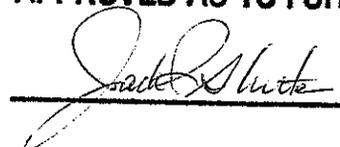


 LOEKS THEATRES, INC.-Representative



 Witness

APPROVED AS TO FORM:



03/16/15
Human Resources/KMB

RESOLUTION NO. _____

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN
THE CITY OF WYOMING AND THE WYOMING CITY EMPLOYEES UNION

WHEREAS:

1. Resolution 24267, dated September 4, 2012, was adopted by the Wyoming City Council approving an Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union.
2. The City Manager recommends the City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union to add the classification of Fleet Services Master Technician to the collective bargaining unit as follows:

	<u>Hourly Wage</u>	
	<u>Minimum</u>	<u>Maximum</u>
G49 Fleet Services Master Technician	\$20.91	\$25.90

3. The City Manager further recommends the City Council amend the Employment Contract Classification and Salary Schedule for the Wyoming City Employees Union to delete the Automotive Mechanic III classification when vacant.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the above amendment to the Wyoming City Employees Union Classification and Wage Schedule.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Memorandum of Understanding

Resolution No. _____

MEMORANDUM

DATE: March 5, 2015

TO: Curtis L. Holt, City Manager

FROM: William Dooley, Director of Public Works

SUBJECT: Completion of the Fleet Services Classification and Job Description Changes

On June 16, 2014, the City Council approved an amendment to the Wyoming City Employees Union Classification and Wage Schedule thereby revising and retitling five of the six personnel classifications in the Fleet Services (formerly Motor Pool) division of Public Works (resolution no. 24838). Approval of the remaining classification, Fleet Services Master Technician, was delayed until the required technical certifications could be worked out in the new job description. That effort has now been completed and it is recommended that the City Council approve the attached amendment to the Wyoming City Employees Union Classification and Wage Schedule. A copy of June 2014 resolution, amendment, and explanation is attached for information.

MEMORANDUM OF UNDERSTANDING

RE: Fleet Services Master Technician

In accordance with Article 2, Section 1 (G) of the Collective Bargaining Agreement, the City of Wyoming ("City") and the Wyoming Employees Union agree as follows:

1. The classification of Fleet Services Master Technician is added to the bargaining unit.
2. The classification will be placed in the following range of the Classification and Salary Schedule in effect for the bargaining unit employees:

Fleet Services Master Technician Range G49

3. The classification of Automotive Mechanic III shall be closed to new applicants and will be deleted at which point the position becomes vacant.
4. The above change to the Classification and Salary Schedule are subject to approval by the Wyoming City Council.

CITY OF WYOMING

By: _____
Its: City Manager

Date: _____

WYOMING CITY EMPLOYEES UNION

By:  _____
Its: President

Date: 3.9-2015

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE SETTLEMENT OF
MICHELLE R. RITZEMA WORKERS' COMPENSATION CASE

WHEREAS:

1. A settlement in the amount of \$44,000 has been negotiated in the workers' compensation case of Michelle R. Ritzema, subject to the approval of the Wyoming City Council.
2. It is recommended such settlement be approved.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the settlement of Michelle R. Ritzema workers' compensation case for the amount of \$44,000 in accordance with the redemption settlement agreement.
2. The Wyoming City Council does hereby authorize the City Manager to acknowledge acceptance of the settlement.

Moved by Councilmember:

Seconded by Councilmember:

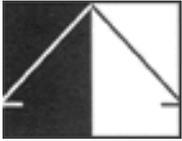
Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 16, 2015.

ATTACHMENT:
Letter from Brian Fleming

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____



**BLEAKLEY
CYPHER
PARENT
WARREN
& QUINN**

ATTORNEYS AT LAW

Thomas H. Cypher
Michael C. Mysliwicz
John A. Quinn
Mark C. White
Roger N. Martin
Douglas J. Klein
Brian R. Fleming
James J. Helminski
Julie A. Jackimowicz
Steven C. Highfield
Nicholas M. Risko

PARALEGALS

C. Mac Ward
Michele L. Niehof, MSCC
Melissa D. Gritter, MSCC
Heidi L. Lewis

RETIRED

Frederick W. Bleakley, Sr.
Alfred J. Parent
William J. Warren
Thomas E. Kent

**GRAND RAPIDS
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616/774-2131**

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**SATELLITE OFFICE
Lansing, Michigan
48864**

517/349-4238

May 14, 2014

Via Email: oostindk@wyomingmi.gov

Ms. Kimberly R. Oostindie
City of Wyoming
1155 – 28th Street SW
PO Box 905
Wyoming, MI 49509-0905

**RE: Michelle Ritzema v City of Wyoming
Claim Number: WC06000962001
Our File No: 145.80009**

Dear Ms. Oostindie:

Ms. Michelle Ritzema has agreed to settle her workers' compensation case in exchange for the payment of \$44,000. This will resolve all workers' compensation injuries. This will also resolve payment of the City's obligation to pay a supplement.

Settlement of a workers' compensation claim means that Ms. Ritzema will settle any and all potential claims against the City of Wyoming for any and all injuries sustained at any point during the point during the course of her employment. We will never in the future, assuming the settlement is approved by the workers' compensation magistrate, be responsible for payment of any workers' compensation wage loss or workers' compensation medical expenses.

The City will, of course, be obligated to continue to provide the disability retirement pension and medical as provided under that benefit.

A workers' compensation settlement is not final until ultimately approved by a workers' compensation magistrate, but the terms outlined herein are the terms that will ultimately be presented at the time of the redemption hearing to the magistrate for approval.

Thank you for your kind attention to this correspondence.

Very truly yours,

Brian R. Fleming
Direct Dial: 616/234-0814
Email: bflaming@bcpwq.com

BRF/eeg

cc: Ms. Kathleen Larsen (Via Email: klarsen@compone.net)

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE A LICENSE AGREEMENT WITH CONSUMERS ENERGY FOR THE
CONSTRUCTION OF A TRAIL CONNECTING BOTH THE INTER URBAN TRAIL
AND KENTWOOD TRAIL THROUGH CONSUMERS ENERGY RIGHT-OF-WAY

WHEREAS:

1. The City of Wyoming received a Transportation Alternative Program (TAP) grant for the construction of a non-motorized trail connecting the Wyoming Inter Urban trail to the Kentwood East-West trail near 50th Street and Division Avenue.
2. The proposed trail follows a Consumers Energy property for the majority of the distance from Division Avenue to the Inter Urban trail at Kellogsville Park.
3. Consumers Energy has submitted a License Agreement dated February 5, 2015, stipulating the terms and conditions allowing the construction of the trail along their right-of-way.
4. The \$85,000 project will construct the connector trail and a refuge island in Division Avenue providing a non-motorized connection of two existing trails within Wyoming and Kentwood.
5. The attached Agreement identifies the costs and obligations of the City of Wyoming for the continued use of the right-of-way for trail purposes.
6. The City of Wyoming's annual obligation for the trail is \$160 and can be financed out of the Parks and Recreation fund.

NOW, THEREFORE, BE IT RESOLVED:

1. The Major and City Clerk are hereby authorized to execute the attached License Agreement with Consumers Energy for the construction of a trail connecting both the Inter Urban trail and Kentwood Trail through Consumers Energy right-of-way.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS: License Agreement

Resolution No. _____



LICENSE AGREEMENT

THIS AGREEMENT is made as of this 5th day of February, 2015, by and between CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201, "Consumers", and the City of Wyoming, a Michigan municipal corporation, 1155 28th Street, SW, Wyoming, MI 49509 "Licensee".

In consideration of Licensee's promises contained in this Agreement, Consumers grants to Licensee, on the terms and conditions set forth below, a license in a 14-foot-wide strip of land ("the licensed premises") across Consumers' land in the Township of Wyoming, Kent County, Michigan described in Exhibit A attached hereto, for the sole purpose of constructing, operating, and maintaining an asphalt public trail 10 foot in width with a 2 foot shoulder on each side to convey trail users across Consumers' land, of which the licensed premises are a part, either on foot or by means of non-motorized bicycles. The location of the licensed premises will be defined during the design plan approval process specified in paragraph 6 below.

Licensee promises to comply with the following terms and conditions:

1. Licensee shall pay Consumers the sum of \$160.00 per year, payable annually.

2. Licensee shall construct, improve, and maintain the trail solely at Licensee's expense, and Consumers shall not be required to incur any cost or expense whatsoever as a result of the construction, operation, and maintenance of the trail. Licensee shall reimburse Consumers in the amount of any increase in real or personal property taxes or assessments resulting from the trail improvements Licensee places on the licensed premises pursuant to this License, payable 30 days after Licensee receives an invoice from Consumers for any such increase. Licensee shall reimburse Consumers for other costs it is required to incur (e.g., to comply with governmental regulation) as a result of Licensee's use of the licensed premises. Licensee shall not permit any construction lien to attach to the licensed premises by reason of any improvements made or work performed at the licensed premises.

3. Consumers shall at all times while this Agreement is in effect have the right to use the licensed premises for any purpose regardless of whether the use interferes with Licensee's use under this Agreement. Such use may include, without limitation, construction, operation, inspection, maintenance, modification, relocation, and removal of electric and gas utility facilities on, over, under, and across the licensed premises or the adjoining land, the removal, trimming, and controlling in any manner, including by chemical spraying, of any or all trees, brush, and other vegetation now or hereafter growing on the licensed premises or the adjoining land. Consumers shall have the right to grant to third parties the right to construct, operate, and maintain utility facilities and other structures on, over, under, and across the licensed premises or the adjoining land. Consumers shall have no obligation to refrain from using, or to modify the manner of its use of, the licensed premises or the adjoining land, whether or not such use interferes with, detracts from, or is otherwise inconsistent with Licensee's use of the licensed premises pursuant to this Agreement. Consumers shall have the right of access to the licensed premises at any time, and Licensee shall construct and locate any and all fences and barricades Consumers permits on the licensed premises so as not to interfere with Consumers' use of the licensed premises or the adjoining land. In using the licensed premises or the adjoining land, Consumers shall not be responsible to Licensee for any damage to Licensee's improvements on the licensed premises resulting from Consumers' use of the licensed premises or the adjoining land. Consumers may require Licensee to temporarily close the trail for such periods as Consumers deems necessary or desirable in connection with its use of the licensed premises or the adjoining land. If requested by Consumers, Licensee shall post public notices of such closing and shall place postings and barricades at designated places along the trail, and Licensee shall be responsible to take appropriate action to enforce the closing, including action to remove trespassers.

4. Consumers shall have the right at any time and for any reason it deems appropriate, in its sole discretion, to require Licensee, at Licensee's expense, to temporarily or permanently relocate the trail, or portions thereof, or other permitted improvements. Relocation may include temporary or permanent removal of portions of the trail from the licensed premises. Licensee agrees to fully cooperate with such requirement and to use its best efforts to complete such relocation by the date Consumers specifies, which shall be not less than 120 days from the date Consumers notifies Licensee to relocate. Licensee agrees that if Licensee fails to complete the required relocation by the specified date, Consumers shall have the right to make such relocation, to close the trail, or to take other action it deems necessary to facilitate its use of the licensed premises or the adjoining land, in which event Licensee shall be responsible to reimburse Consumers for the costs and expenses (including attorney fees) it incurs in making such relocation, closing the trail, or taking such other action. Notwithstanding the foregoing, Licensee may seek to avoid a relocation specified by Consumers by offering to pay Consumers for the additional costs and expenses Consumers would incur if Licensee did not make the relocation, which offer Consumers may accept or reject in its sole discretion.

5. Licensee shall post signs provided by Consumers in such places on the licensed premises as specified by Consumers identifying the licensed premises as being owned and/or provided for use by Consumers.

6. Licensee shall not commence any work on the licensed premises until Consumers has approved Licensee's final design plan for the trail. At least 45 days prior to the date Licensee desires to commence work on the licensed premises, Licensee shall submit the final design plan for the trail to Land Management, Consumers Energy Company, Real Estate Department, One Energy Plaza, Jackson, MI 49201. The trail plan shall show the location of the trail across Consumers' land, the location of existing utility facilities (including guy wires), and any other improvements Licensee desires to locate on the licensed premises. Approval of the design plan shall be within Consumers' sole discretion, and Consumers may withhold approval of such plan for any reason. If Consumers determines, in its sole discretion, that Licensee's proposed design plan would make it necessary or desirable for existing or future utility facilities on the licensed premises or the adjoining land to be modified, Consumers will advise Licensee of such determination, in which event Licensee shall have the option to either revise the proposed design plan or to pay Consumers in advance for the cost of the modification. Any such modification shall be done at times to least inconvenience Consumers. If Consumers approves Licensee's design plan, Licensee shall not alter the trail or improvements or otherwise change its use of the licensed premises from the approved plan without Consumers' prior written approval.

7. Licensee shall not locate the edge of the trail within 10 feet of any tower leg or pole.

8. Licensee shall not place any trees, shrubs, or other landscaping, or any buildings, benches, viewing platforms, signs, or other structures on the licensed premises without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion.

9. Licensee shall take all measures that Consumers, in its opinion, deems necessary to restrict use of the trail to non-motorized bicycles and pedestrian foot traffic.

10. Licensee shall erect fencing or other suitable barriers and signs reasonably specified by Consumers to prevent trail users from having access to existing or future utility facilities on the licensed premises or the adjoining land.

11. Licensee shall not cut, trim, or remove any trees or shrubs from the licensed premises without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion.

12. Licensee shall be responsible to replace any ornamental trees that are damaged during Licensee's activities on the licensed premises.

13. Licensee shall not store any materials on, over, or under the licensed premises without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion.

14. Licensee's use of the licensed premises shall at no time create any condition on the licensed premises that would create a fire hazard or be considered a nuisance.

15. Prior to commencing any excavation on the licensed premises, Licensee shall give notice to the utility communications system (Miss Dig) at 800-482-7171, in accordance with the provisions of Michigan Public Act 53 of 1974, as amended (MCL 460.701 et seq).

16. Licensee's use of the licensed premises shall not in any way affect or interrupt the continuity of service as now or hereafter provided by the utility facilities on the licensed premises or the adjoining land.

17. Licensee shall protect all utility facilities as now or hereafter located on the licensed premises or on the adjoining land by erecting and maintaining barricades or other suitable means of protection as Consumers, in its sole discretion, deems to be required.

18. Licensee shall not operate any equipment in connection with construction or maintenance of the trail within 15 feet of any overhead electric lines (measured vertically from the highest point of the equipment to the nearest energized conductor). MIOSHA standards shall be observed, if more stringent. At least 15 feet of clearance shall be maintained at all times. Cranes or shovels used in digging shall at no time swing toward any tower, pole, or line. No cranes or any other equipment having the height potential of contacting any electric line shall operate between the lines. Dump trucks shall not lift their beds under any electric line.

19. Licensee shall not perform any digging or grading within 15 feet of any tower leg or within 10 feet of any pole and pipeline without Consumers' prior consent, the granting or withholding of which shall be within Consumers' sole discretion. Licensee shall obtain Consumers' permission to excavate within 15 feet of any tower leg or a point where a guy enters the ground or within 10 feet of any wood or steel pole structure. Consumers may condition such permission on use of a trench box or sheeting to prevent disturbance of soil.

20. All excavations Licensee makes on the licensed premises shall be properly protected and filled and all backfill shall be firmly compacted. No fill shall be placed permanently under any electric line without Consumers' consent, the granting or withholding of which shall be within Consumers' sole discretion. No fill shall be placed within 20 feet of any tower or pole. All fill shall be compacted sufficiently to permit maintenance vehicles access to all towers and poles. No pocket shall be created around any utility facilities where water could collect. Licensee shall take erosion prevention measures during construction and shall reseed all disturbs areas following construction activities in accordance with Consumers' specifications.

21. Licensee shall obtain all governmental approvals and permits that are required by law for its activities on the licensed premises and shall otherwise comply with all applicable laws, rules, and regulations.

22. Licensee shall clean up any debris resulting from construction and maintenance of the trail. Licensee shall at all times maintain the licensed premises in a proper, clean, and safe condition. Licensee shall be responsible to mow grass and remove weeds in accordance with applicable laws and regulations and to remove trash or debris deposited by trail users on the licensed premises or the adjoining land.

23. Licensee shall not dispose or suffer to be disposed of any waste material on Consumers' land and shall not use, store, or maintain, or suffer to be used, stored, or maintained, on Consumers' land any material that is or may be or become hazardous to human health or the environment or the storage, treatment, or disposal of which is regulated by any governmental authority without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion. If use of Consumers' land as permitted in this Agreement results in the presence on or under Consumers' land (which includes but is not limited to the underlying groundwater) of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USCA 9601 et seq; the Resource Conservation and Recovery Act (RCRA), 42 USCA 6901 et seq; the Toxic Substances Control Act (TSCA), 15 USCA 2601 et seq; the Michigan Natural Resources and Environmental Protection Act, MCL 324.101 et seq; or any other similar existing or future statutes, Licensee shall, at no cost to Consumers, promptly take: 1) all actions required by any federal, state, or local governmental agency or political subdivision, and 2) all actions required to restore Consumers' land to the condition existing prior to the introduction of such contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Licensee pursuant to this paragraph include, but are not be limited to: a) the investigation of the environmental condition of Consumers' land; b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off Consumers' land. Licensee shall proceed continuously and diligently with such investigatory and remedial actions. Licensee shall promptly provide to Consumers, free of charge, copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity. No cleanup, remediation, restoration, or other work required to be performed pursuant to this paragraph shall require or result in the imposition of any limitation or restriction on the use of Consumers' land without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion. Additionally, Licensee shall indemnify, defend, and hold Consumers, its officers, employees, agents, affiliates, and parent corporation, harmless from and against any and all losses, liabilities, claims, damages, payments, actions, recoveries, settlements, judgments, orders, costs, expenses, attorney fees, penalties, fines, encumbrances, and liens arising out of: A) the presence on or beneath Consumers' land and the underlying groundwater, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in CERCLA, RCRA, TSCA, NREPA, or any other similar existing or future statutes, as a result of use of the licensed premises pursuant to this Agreement; B) Licensee's violation or alleged violation of any federal, state, or local law related directly or indirectly to the use of Consumers' land pursuant to this Agreement; or 3) Licensee's failure to comply with the terms and conditions of this Agreement; provided, that Licensee's indemnification obligation shall not extend beyond the limitations placed on a governmental body or employee to indemnify another pursuant to law, and such obligation shall not abrogate or diminish Licensee's defense of governmental or sovereign immunity against any party, including Consumers. The provisions of this paragraph shall survive the termination of this Agreement.

24. In the event that Licensee at any time discovers or otherwise learns of the existence on Consumers' land of any contaminant, hazardous substance, hazardous waste, or hazardous constituent or any object that is likely to contain a contaminant or hazardous substance, waste, or constituent (such as vehicle tires, junk vehicles, storage tanks, barrels, cans, and similar containers), Licensee shall promptly notify Consumers thereof. Licensee shall also promptly notify Consumers of the occurrence of a spill or other release of a contaminant or hazardous substance, waste, or constituent on Consumers' land. For purposes of this notice requirement, a hazardous substance includes (but is not limited to) any substance the storage, treatment, or disposal of which is regulated by a governmental authority. Examples of contaminants or hazardous substances, waste, or constituents are oil, gasoline, chlorinated solvents, vehicle tires, paint, and sandblasting material. This notice requirement applies regardless of who caused the spill or release. Licensee shall send such information to Consumers' Environmental Department, 1945 West Parnall Road, Jackson, Michigan 49201, 517-788-2986.

25. Licensee accepts the licensed premises in their present condition and acknowledges that Consumers has made no representations as to the condition thereof. Consumers shall not be liable for any damages arising from the acts or omissions of Licensee or its invitees or users of the licensed premises. Licensee shall be solely responsible to arrange for the provision of police protection as may be required to maintain law and order on the licensed premises and to comply with the provisions of this Agreement. Licensee agrees to indemnify and hold Consumers, and its successors and assigns, harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of Licensee's use of the licensed premises pursuant to this Agreement, whether due or claimed to be due to Licensee's negligence, Consumers' negligence, the negligence of both Consumers and Licensee, the negligence of any other person, or otherwise, except for Consumers' sole negligence; provided that the City's indemnification obligation pursuant to this paragraph shall not extend beyond the limitations placed on a governmental body or employee to indemnify another pursuant to law and shall not abrogate or diminish the City's defense of governmental or sovereign immunity against any party, including Consumers. The provisions of this paragraph shall survive the termination of this Agreement.

26. Licensee shall maintain in force at all times while this License is in effect a policy of Commercial General Liability Insurance, with a minimum combined bodily injury and property damage single limit of \$1,000,000 per occurrence. Said policy shall state Licensee as the named insured, and shall name Consumers as an additional insured to the full extent of Consumers' potential loss or liability arising out of Licensee's use of the Premises. The insured Premises shall be the same Premises described in this License and shall include the entire grounds and all equipment used thereon. Prior to use of the Premises and on or before the insurance policy renewal date, Licensee shall provide to Consumers a Certificate of Insurance evidencing the above coverage. Licensee shall provide immediate notice to Consumers if it receives any notice of cancellation or nonrenewal from its insurer.

27. Licensee shall insert in all contracts, and require to be inserted in all subcontracts, at any time let in connection with work to be performed on the licensed premises, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save Consumers harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of Licensee's use of the licensed premises. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due, to Licensee's negligence, Consumers' negligence, the negligence of any such contractor or subcontractor, the combined negligence of either or both of the parties hereto and any one or more of said contractors or subcontractors, the negligence of any other person, or otherwise. Further, Licensee shall require all contractors and subcontractors at any time employed in connection with any work to be done on the trail to maintain in full force and effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$1,000,000 per occurrence, written so as to provide coverage for collapse, explosion, and underground hazards, which insurance shall either include a Cross Liability Endorsement or shall not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy of insurance shall be written by an insurance company authorized to do business in the State of Michigan and shall name Consumers Energy Company as an additional insured.

28. The license hereby granted to Licensee is personal to Licensee. Licensee may not assign or otherwise transfer its interest in this Agreement to any third party; nor will its interest under this Agreement inure to Licensee's successors or assigns.

29. This Agreement is granted subject to any lease, license, easement or other interest in land heretofore granted by Consumers or its predecessors in title in the licensed premises and to any such interest reserved to other parties in instruments granted to Consumers or its predecessors in title. Without limiting the foregoing, this license is subject to the rights and interests of Michigan Electric Transmission Company pursuant to an Amended and Restated Easement Agreement dated April 29, 2002. Licensee is responsible for complying with any notification, consent, or other requirements of such Agreement.

30. Notwithstanding any contrary provision in this License, either party may at any time and for any reason terminate this Agreement by giving the other 30 days written notice of termination; provided, however, that Consumers agrees not to terminate this Agreement for a period of 12 years following the commencement of this License, other than for Licensee's failure to comply with the terms of this Agreement within 30 days after written notice from Consumers of such failure or if termination is required by any applicable law, rule, or regulation or other circumstances beyond Consumers' reasonable control. Notice of termination to Consumers shall be given to: Land Management Department, Consumers Energy Company, General Services Real Estate Department, One Energy Plaza, Jackson, MI 49201. Notice of termination to Licensee shall be given to Charter Township of Texas, 7110 West "Q" Avenue, Kalamazoo, MI 49009. Either Consumers or Licensee may change the designated address or addressee for such notice by notifying the other of such change.

31. Upon termination of this Agreement, Licensee shall take all actions necessary to immediately terminate public use of the licensed premises. If Licensee fails to do so, Consumers shall have the right to take whatever actions it deems necessary to terminate public use. Upon termination of this Agreement, Licensee may remove any and all improvements erected by Licensee on the licensed premises, and shall remove such improvements if so requested by Consumers. If Consumers requests removal of such improvements, Licensee shall remove such improvements within such period of time as the parties agree to but no event more than 6 months following such request. If Licensee fails to do so, Licensee shall reimburse Consumers for the cost of such removal, on demand from Consumers.

32. Unless stated otherwise, all requirements for notice contained in this Agreement shall be deemed to require notice in writing and service by: a) personal service, with service being effective upon delivery; b) United States certified mail, return receipt requested, with service being effective on the date of receipt; c) telecopy, facsimile, or other form of telecommunication, with service being effective on receipt; or d) recognized overnight courier service, with service being effective on delivery.

33. This License is given subject to any existing leases, licenses, easements and other interests in the premises, whether or not of record, including but not limited to an Easement Agreement dated April 1, 2001, as amended, between Consumers and Michigan Electric Transmission Company. Licensee is responsible to give required notices, to secure necessary consents and permits from existing lessees, licensees, easement owners, and owners of other interests, and to comply with other requirements of such existing leases, licenses, easements, and other instruments.

IN WITNESS WHEREOF, Consumers and Licensee have caused this instrument to be executed by their duly authorized representatives on the dates indicated below.

CONSUMERS ENERGY COMPANY

By: _____
Mike Friend

Its: Field Representative, West Zone

By: _____

Its: _____

APPROVED AS TO FORM:

sw

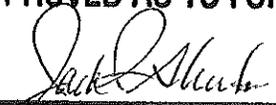
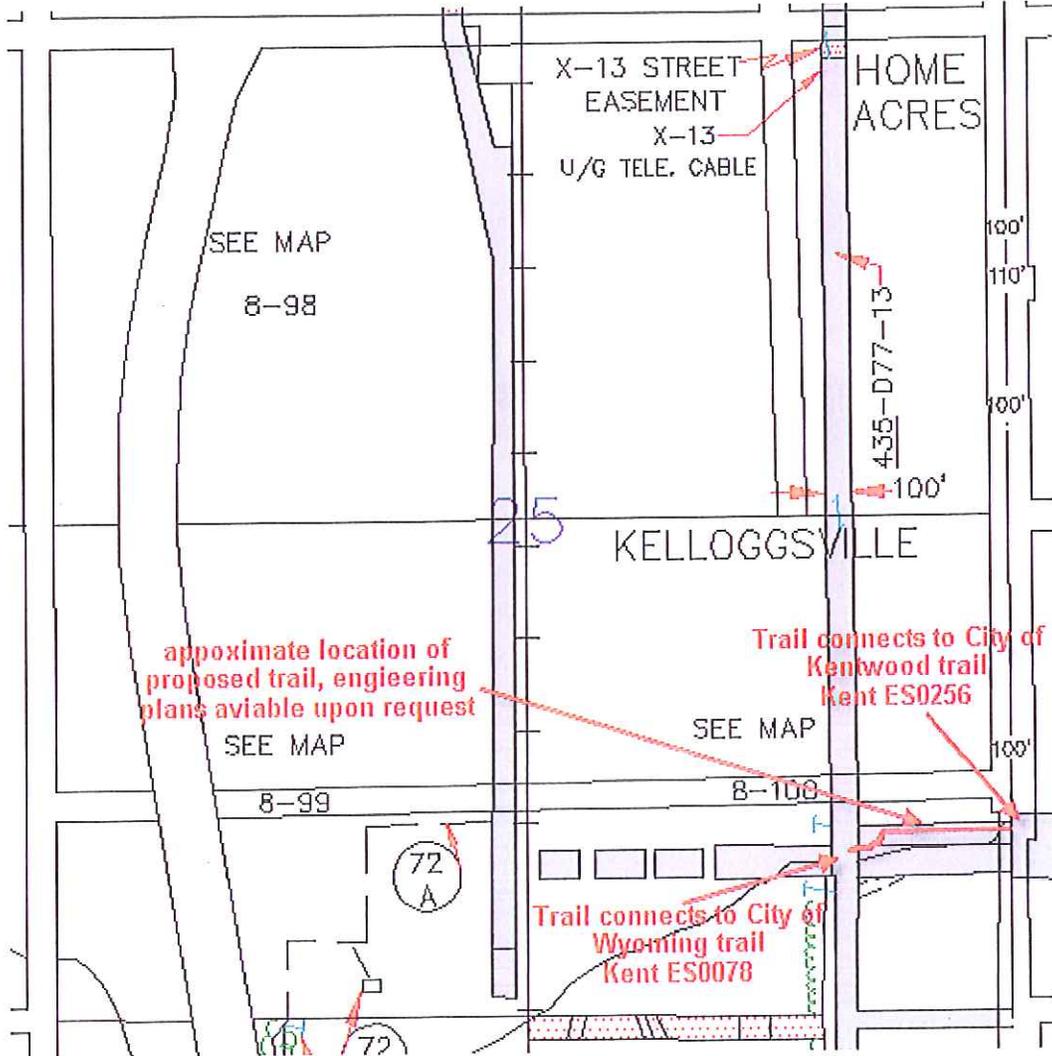


Exhibit A

KENT CO. T.6N. R.12W.

WYOMING TWP. WALKER TWP. Map No. 8
S. PORTION

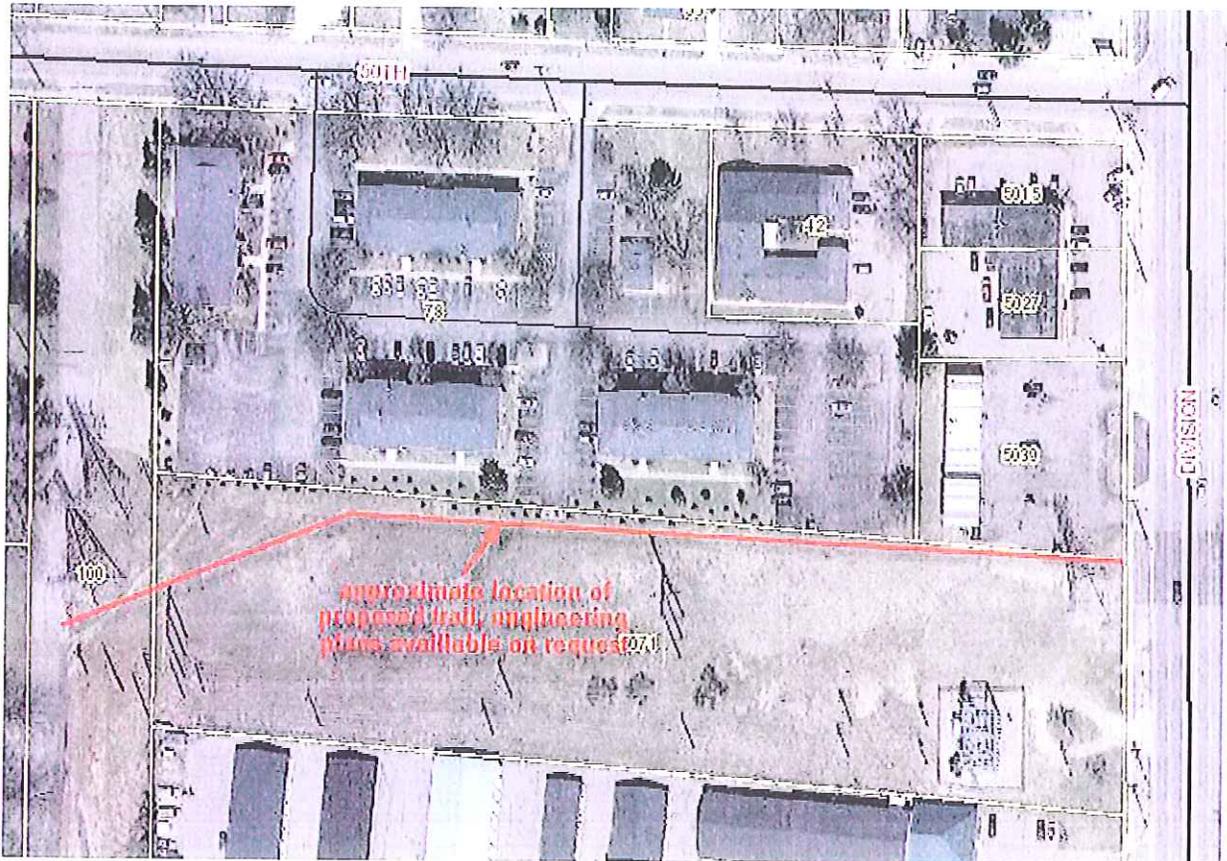


Legal Description: A 14'-foot-wide strip of land, being a 10' foot wide trail with 2' shoulders, located ("the licensed premises") across Consumers' land in Section 25, T6N, R12W, City of Wyoming, Kent County, Michigan, as shown in Exhibit A attached hereto.

Master Tract Id: 061225013
Master Tract Id: 061225007
Master Tract Id: 061225019

Legacy Tract Id: 435-D77-13
Legacy Tract Id: 436-D77-7
Legacy Tract Id: 436.1-D77-19

Exhibit A
(continued)



RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF WYOMING PUBLIC SAFETY DEPARTMENT AND KELLOGGSVILLE PUBLIC SCHOOL DISTRICT AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City enter into an agreement to provide sworn police officer(s) to perform the duties of School Resource Officer(s) for the Kelloggsville Public School District through June 15, 2016.
2. It is recommended the City Council accept the agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the agreement for police services between the City of Wyoming Public Safety Department and Kelloggsville Public School District.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement and authorizes the City Manager to authorize future renewals of these agreements in accordance with budget authorization.

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:

ATTACHMENTS:

Staff Report
Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: March 11, 2015
Subject: School Resource Officer – Kelloggsville Public School District
From: Captain Kim Koster
Meeting Date: March 16, 2015

RECOMMENDATION

The Wyoming City Council approved Resolution number 24012 dated 10/3/11 authorizing the Mayor and City Clerk to execute contracts with the Wyoming and Godfrey-Lee School Districts for School Resource Officers.

It is now recommended that City Council authorize the Mayor and City Clerk to accept an agreement to execute an agreement with the Kelloggsville Public School District.

SUSTAINABILITY CRITERIA

Environmental Quality – Accepting this agreement does not significantly impact environmental quality.

Social Equity – Providing School Resources Officer(s) in schools can open the lines of communication between law enforcement and students by encouraging positive interactions.

Economic Strength – The City will receive reimbursement from the Kelloggsville Public School District on an annual basis for services provided.

DISCUSSION

The Wyoming Department of Public Safety has, for many years, maintained partnerships with the schools. As part of our mission to foster community relationships, our police officers visit every school in their district every day. In addition to those daily visits, we have two officers who are assigned as School Resource Officers (SROs) in the Godfrey Lee and Wyoming Public school districts.

A School Resource Officer's primary purpose is to develop relationships with the students which can have a positive impact on their current choices and future interactions with law enforcement. The SRO also serves as a resource for students, parents, teachers and administrative staff. The SRO works directly with the principal in each school and assists with finding solutions to problems affecting school-aged children. An SRO provides assistance to the school in emergency response planning, site security, and various presentations on topics associated with youth (violence prevention, internet safety, etc.)

In late 2014, the administration from the Kelloggsville School District expressed their interest in having a School Resource Officer. We have worked out an agreement which covers the rest of the current school year as well as 2015/16.

The duties of the School Resource Officer will also include those normal duties of a law enforcement officer in the State of Michigan and in accordance with the City of Wyoming Public Safety Department rules, standard operating procedures, and community policing practices.

BUDGET IMPACT

The City will receive a pro-rated reimbursement from Kelloggsville Public Schools for the services performed for the remainder of the 2014-2015 school year.

POLICE/SCHOOL RESOURCE OFFICER AGREEMENT 2014-2015

COST SUMMARY

Salary (including affiliated benefit costs) for one (1) SRO:

Police Officer (Base wage)	\$64,708.80
Soc. Sec. Tax	4,950.22
Benefit Package (Medical, Life Ins., etc.)	44,026.23
Workmen's Comp. and Liability Ins.	<u>3,125.44</u>
TOTAL wage and benefits	<u>\$116,810.69</u>
School share based on 60%	\$70,086.41 (Full Year)
Pro-rated share (02/23/15 start date)	\$28,034.56 (72 days)

The City will receive reimbursement from Kelloggsville Public Schools for the services performed for the remainder of the 2015-2016 school year:

POLICE/SCHOOL RESOURCE OFFICER AGREEMENT 2015-2016

COST SUMMARY

Salary (including affiliated benefit costs) for one (1) SRO:

Police Officer (Base wage)	\$64,708.80
Soc. Sec. Tax	4,950.22
Benefit Package (Medical, Life Ins., etc.)	44,026.23
Workmen's Comp. and Liability Ins.	<u>3,125.44</u>
TOTAL wage and benefits	<u>\$116,810.69</u>
School share based on 60%	\$70,086.41

AGREEMENT FOR POLICE SERVICES
BETWEEN THE
CITY OF WYOMING PUBLIC SAFETY
DEPARTMENT
AND
KELLOGGSVILLE PUBLIC SCHOOL DISTRICT

Effective February 23, 2015

Expires June 15, 2016

ARTICLE I **AGREEMENT**

This agreement is entered into by the City of Wyoming (herein referred to as the "City") on behalf of the City of Wyoming Public Safety Department herein after referred to as the "Department") and the Kelloggsville Public School District (hereinafter referred to as the "School")

ARTICLE II **PURPOSE AND INTENT**

The parties enter into this agreement with the purpose and intent of providing for the safe operation of Wyoming Public Schools.

ARTICLE III **SERVICES PROVIDED**

The Department will provide a sworn police officer(s) to the School to perform the duties' of a School Resource Officer. (See "Exhibit A" attached.) The duties of he officer shall include those normal duties of a law enforcement officer in the State of Michigan and in accordance with the City of Wyoming Public Safety Department's rules, standard operating procedures, and community policing practices. The services provided will be documented through the use of department daily activity reports and annual performance appraisals.

It is understood that, at times, public safety issues and circumstances may cause the inability by the Department to provide services to the School. Should this occur the Department shall notify the School as soon as is practical.

ARTICLE IV **FINANCIAL AGREEMENT**

The City will receive reimbursement from the School on an annual basis for services provided upon supplying an invoice. The invoice shall be sent to the Kelloggsville Public School District Administrative Office at the conclusion of the school year. For the purposes of this agreement, the school year is defined as that time period when school returns to session in the fall and the conclusion of school for summer recess. The rate of reimbursement shall be a rate that is agreed upon by the School and the Department as indicated by the attached cost summaries (Exhibits B and C).

Should it be necessary for either party to terminate this agreement prior to the completion of the school year, the School shall remunerate the City for the time of service provided prior to the conclusion of the agreement.

ARTICLE V **ASSIGNED PERSONNEL**

The Department shall maintain control over the officer(s) assigned to the School. Such control includes:

1. Assignment of officers after consultation with School Administrators.
2. The assurance that all employment rights of personnel assigned under contract for law enforcement services are not abridged.
3. The requirement to follow all Department rules and regulations, and procedures.

ARTICLE VI **USE OF EQUIPMENT AND FACILITIES**

The Department shall use Department equipment and facilities, as well as School equipment and facilities, as necessary to properly carry out the liaison function. As such, the Chief of Police and the Superintendent of Schools may attach operational addenda to this document after review and signature. This provision shall include those issues related to the continued national accreditation of the Department by the Commission on Accreditation of Law Enforcement Agencies (CALEA),

ARTICLE VII **INDEMNIFICATION**

The School agrees to defend and indemnify the City, the Wyoming Public Safety Department and any City Police Officer against any action arising out of the lawful performance of duty while providing police service to the School.

Page 3.
School Resource Officer
Service Agreement
Kelloggsville Public School District

ARTICLE VIII
DURATION, MODIFICATION AND
TERMINATION OF THE CONTRACT

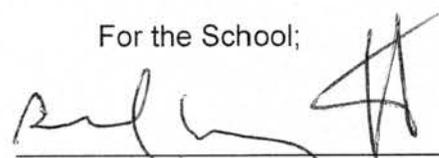
The agreement between the parties shall continue until either party requests termination of the agreement. The request for termination shall be supplied, in writing, to the affected party, at least ninety (90) days prior to termination.

Modifications to the contract maybe made by mutual agreement between the parties at any time, provided that the parties sign an addendum indicating such change or provision.

For the City;

Jack A. Poll, Mayor

For the School;



Samuel Wright, Superintendent

Kelli A. VandenBerg, City Clerk

APPROVED AS TO FORM:

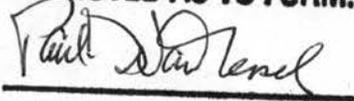


EXHIBIT - A

Regular Duty Hours of School Resource Officers (SRO).

The SRO will be assigned to his/her school on a full-time basis of eight (8) hours, on those days and during those hours that school is in session. The SRO may be temporarily reassigned only during the period of a law enforcement emergency as such may be determined to exist by the Chief of the Wyoming Public Safety Department.

Duties of SROs.

While on duty, the SRO shall perform the following duties:

1. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics when assigned to speak by the Principal.
2. Act as a resource person in the area of law enforcement education at the request of the Principal.
3. Conduct criminal investigations of violations of law on School property, which is initiated by the SRO or reported by school personnel per interagency agreement.
4. Provide school-based security and maintain the peace on School property.
5. Make arrests and referrals of criminal law violators.
6. Appear at City or County Prosecutor Office investigations, depositions, trials and sentencing.
7. Provide transport to the City holding facility/County jail when necessary.
8. Coordinate emergency medical service at the request of the principal or his/her designee.
9. Provide counseling to students on request of the Principal or his/her designee.
10. Secure, handle, and preserve evidence.
11. Recover school property through working with other police agencies.
12. Make referrals to social agencies.

13. Relay messages in emergencies (such as tornadoes. etc.).
14. Wear official police uniform, which shall be provided at the expense of the Department; however, civilian attire may be worn on such occasions as may be mutually agreed upon by the Principal and the Police Chief.
15. Perform such other duties as mutually agreed upon by the Principal and SRO, so long as the performance of such duties are legitimately and reasonably related to the SRO program, as described by the Department, and so long as such duties are consistent with state and federal law and the policies and procedures of the Department.
16. Follow and conform to all School policies and procedures that do not conflict with the policies and procedures of the Department.
17. Maintain a "semester activities report" or such other report regarding his/her activities, as may be required by the School and/or the Department.

The WYPD or the SRO will provide the following support services:

1. Maintain and deliver evidence to laboratories and court.
2. Maintain and file uniform crime reporting records according to law.
3. Maintain a dispatch log with respect to calls for service. The dispatch log shall reflect the time a call is received, the time a call is dispatched, the officer's arrival time, the time the assignment is completed, and the geographical location of the incident.
4. Process all police reports.
5. Provide copies of all offense reports taken by SROs, to the Principal upon request, as the law allows.
6. Maintain a file on property reported lost and/or stolen. Provide each SRO with a patrol vehicle and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this agreement shall be borne by WYPD.
7. Receive and dispatch complaints via telephone, walk-in and radios. Maintain copies of reports generated by officers in compliance with state and federal law.

Page 3.

8. Maintain fingerprints and photographs of arrestees, in compliance with state and local laws.
9. Develop, implement, and evaluate security programs in the Schools assigned. Coordinate with School administrators, staff, law enforcement agencies, and courts to promote order on the School campus(es).
10. Coordinate, at the direction of the Principal, the scheduling of the WYPD personnel extracurricular activities, including such after-school activities, for which reimbursement is due, pursuant to the attached payment schedule addendum.

EXHIBIT - B

POLICE/SCHOOL RESOURCE OFFICER AGREEMENT
2014-2015

COST SUMMARY

Salary (including affiliated benefit costs) for one (1) SRO:

Police Officer (Base wage)	\$64,708.80
Soc. Sec. Tax	4,950.22
Benefit Package (Medical, Life Ins., etc.)	44,026.23
Workmen's Comp. and Liability Ins.	<u>3,125.44</u>
TOTAL wage and benefits	<u>\$116,810.69</u>
School share based on 60%	\$70,086.41 (Full Year)
Pro-rated share (02/23/15 start date)	\$28,034.56 (72 days)

POLICE/SCHOOL RESOURCE OFFICER AGREEMENT
2015-2016

COST SUMMARY

Salary (including affiliated benefit costs) for one (1) SRO:

Police Officer (Base wage)	\$64,708.80
Soc. Sec. Tax	4,950.22
Benefit Package (Medical, Life Ins., etc.)	44,026.23
Workmen's Comp. and Liability Ins.	<u>3,125.44</u>
TOTAL wage and benefits	<u>\$116,810.69</u>
School share based on 60%	\$70,086.41

EXHIBIT – C

POLICE/SCHOOL RESOURCE OFFICER AGREEMENT
2014-2015

Special Event Staffing

It would be our intent to utilize the school resource officer in this capacity, however, if that officer is not available, or there is a need to assign more than one officer, then the scheduling would be done through the WYPD, Field Operations Division, and in accordance with all applicable State, local or Federal regulations.

Minimum recommended staffing levels and billable hours.

FOOTBALL GAMES: Two (2) WYPD Officers Min/Max - 3 hours

BASKETBALL GAMES: One (1) WYPD Officer Min/Max - 3 hours

OTHER EVENTS: Determined as needed, based on the event.

Costs will be based on the actual overtime rate of each employee. Those costs may vary, based on the seniority of the employee. An itemized invoice will be sent to the school district office. This can be done after each event, or at the completion of the school year. There will be no additional charges beyond the three hours billed, nor will the WYPD charge for equipment or vehicle usage.

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE CONTRACT FOR METER READING SERVICES
PROVIDED BY CITY SERVICES, INC. AND AUTHORIZE THE
MAYOR AND CITY CLERK TO EXECUTE AN ADDENDUM TO THE CONTRACT

WHEREAS:

1. City Council adopted Resolution #23598 on June 7, 2010, which awarded a contract to City Services, Inc. for meter reading services at a price of \$0.65 per valid read.
2. The meter reading services provided by City Services, Inc. have been satisfactory.
3. The original contract expired on June 30, 2012, but extended automatically annually with updated pricing for valid reads.
4. City Services has offered to extend the current contract with pricing through June 30, 2016.
5. City Services and the City agree that certain clarifications to the contractor's duties would benefit the administration of the current contract.
6. All other provisions of the contract remain the same.
7. The annual expenditure for meter reading services will be charged to account #591-591-56900-956000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council hereby extends the contract for meter reading services with City Services, Inc. through June 30, 2016, and authorizes the Mayor and City Clerk to sign the addendum to the contract as presented.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Addendum 1

Staff Report

From: Andrea Boot, Treasurer
Date: March 11, 2015
Subject: Addendum 1 for Meter Reading Contract
Meeting Date: March 16, 2015 City Council Meeting

RECOMMENDATION

The Treasurer's Office recommends that the City Council approves addendum 1 to the meter reading services contract provided by City Services, Inc. and authorizes the Mayor and City Clerk to execute the addendum.

SUSTAINABILITY CRITERIA

Environmental Quality

Does not significantly impact this criterion.

Social Equity

The Utility Billing Office bills for actual water and sewer service in the City regardless of income, socio-economic or residence status.

Economic Strength

Providing dependable, accurate and affordable meter reading helps to allow the City of Wyoming to offer very competitive water and sewer rates.

DISCUSSION

On June 7, 2010, City Council adopted resolution #23598, which awarded a contract to City Services, Inc. for meter reading services at a price of \$0.65 per valid read. The contract is renewable from year to year after the initial expiration date of June 30, 2012. The per-read price has been adjusted annually from the initial \$0.65 per valid read to \$0.70 per valid read for July 1, 2012 to June 30, 2014, and most recently to \$0.85 per valid read for July 1, 2014 to June 30, 2015.

City Services, Inc. has proposed to extend the current contract for one more year through June 30, 2016, with pricing set at \$0.90 per valid read. It has also been determined that it would be advantageous for the administration of the contract to clarify certain duties and responsibilities of the contractor in respect to obtaining valid meter reads. All other sections of the contract remain unchanged.

The annual cost of having City Services, Inc. read the water meters is less than if these services were provided by City staff. Therefore I am recommending that we accept the addendum and extend the contract through June 30, 2016.

BUDGET IMPACT

Funds for this service have been budgeted in account #591-591-56900-956000. The annual estimated cost for fiscal year 2015/16 for this service is \$82,000.

**ADDENDUM NUMBER 1
TO THE
CITY OF WYOMING METER READING
SERVICES AGREEMENT WITH
CITY SERVICES, INC.
DATED JUNE 7, 2010**

This Addendum Number 1 to the Meter Reading Service Agreement by and between City Services, Inc. (Contractor) and the City of Wyoming, Michigan, (City) is effective July 1, 2015.

Whereas, the parties entered into said Meter Reading Services Agreement dated June 7, 2010; and

Whereas, the parties desire to amend said Agreement.

Now, therefore, the parties agree to amend the Agreement as follows:

1. **Contract Pricing.** Wyoming agrees to pay for meter reading service to City Services pursuant to the following schedule:
 - a. July 1, 2015 through June 30, 2016, \$0.90 per meter read

2. **Clarification of Duties.**
 - a. All meter reading access points (touchpads and remotes) are to be on the outside of buildings and accessible.
 - b. Contractor shall not be required to:
 - i. Enter any kind of a structure, to obtain a meter read; provided, however, that the Contractor will enter unlocked fences so long as doing so does not present a hazard to the Contractor or its employees. The determination is to be made by the Contractor or its employees in the reasonable exercise of their judgment.
 - ii. Obtain and/or pass through any security to obtain a meter read unless other arrangements have been mutually agreed upon by the City and the Contractor.
 - iii. Enter any meter pits or vaults.
 - iv. Lift any covers (e.g. manhole covers, meter pits) to obtain a meter read.

Each of the foregoing identified in this paragraph shall constitute a valid reason for not securing an attempted meter read in accordance with paragraph 12.a. of the Contract.

3. In all other respects the Agreement, including Addendum Number 1, remains unchanged and in full force and effect.

In Witness Whereof, the Parties have executed this Addendum Number 1 by their duly authorized representatives.

CITY SERVICES, INC.
BY: ALW

AL WEBER

(Type or Print Name)

TITLE _____

Date: _____

CITY OF WYOMING
BY: _____

(Type or Print Name)

TITLE _____

BY: _____

(Type or Print Name)

TITLE _____

Date: _____

APPROVED AS TO FORM:

Jade White

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE EMERGENCY REPAIR OF THE
WATER PLANT LOW SERVICES AIR HANDLING SYSTEM
AND AUTHORIZE PAYMENT FOR THE REPAIRS

WHEREAS:

1. As detailed in the attached Staff Report emergency repair services were required for the Water Plant Low Services air handling system.
2. Franklin Holwerda Company (FHC) was contacted to complete repairs in the amount of \$8,930.50.
3. Funds for the emergency repair are available in account number 591-591-55300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the emergency repair of the Water Plant Low Services air handling system and authorizes payment to FHC for the work performed.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 16, 2015.

ATTACHMENTS:
Staff Report
Quotations

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: 3 March 2015
Subject: Air Handler Repairs at Low Service Facility, WTP
From: Myron Erickson, PE, Deputy Director Public Works
Date of Meeting: 16 March 2015

Recommendation:

It is recommended that the City Council approve updated repair costs in an additional amount of \$5,404.50 to the Water Plant Low Service facility's air handling system. An original quote was obtained to replace the shaft on the air handler unit in December 2014, and more damage was discovered when repairs commenced in February 2015.

Sustainability Criteria:

Environmental Quality – The Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. As part of our efforts to continue making a positive impact on the environment, it is necessary that our infrastructure and the equipment that keeps it running are maintained in a safe, reliable, and optimal working condition.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. All of Wyoming's residents enjoy equal access to the benefits of our state-of-the-art wastewater and drinking water treatment technologies.

Economic Strength – The cost of the complete repair is necessary, however a properly repaired and maintained Low Service facility adds to the City's economic strength.

Discussion:

On December 29, 2014, Water Plant staff received a quote in the amount of \$3,526.00 for the repair of the main shaft and its bearings in the Low Service facility's air handling unit. The unit is original to the building, making it in excess of 50 years old. The shaft and the air flow impellers (commonly referred to as "squirrel cages") that are press-fit on either end of it had to be removed for the work. A special puller had to be built just to remove the old squirrel cages from the shaft, which were very stubborn to remove and were damaged beyond repair in the process. It was determined at the same time that the shaft itself and the bearings that support it were worn beyond recovery and that the prudent course of action would be to replace them. The course of this process required 33 additional hours of labor and cost, another \$5,404.50 beyond the original quote, bringing the new total to \$8,930.50. Because it is not feasible to operate the facility without heat, we proceeded with the repairs.

Budget Impact:

Sufficient funds are available in the Repairs and Maintenance account number 591-591-55300-930000.





INVOICE

Mechanical • Sheet metal • HVAC • Fire Protection • Service
PO Box 9100 • 2509 29th St SW • Wyoming, MI 49519
Ph: (616) 538-3231 • Fax: (616) 538-2797
www.franklinholwerda.com

No. 15105862 -
 Date: 2/24/2015

1720

*City of Wyoming
 Water Treatment Plant
 16700 New Holland
 Holland MI 49424*

Customer Order No.

FHC Project #

Work Description -Low Service Pump House AHU
 Furnish and Install blower wheels, pitch sheave, & Hi-power gate belts to complete the repair of the Pump House AHU.

Order Date:
 Ordered By:

Tax Exempt - Government

Work Location :

City of Wyoming
 Water Treatment Plant
 16700 New Holland
 Holland MI 49424

33 Hours Labor	2,805.00
Hours OT Labor	-
Materials	2,447.50
Trucking	152.00

Invoice Total: **\$ 5,404.50**

TERMS: NET 10

A Service Charge of 1.5% (18% A.P.R.) may be charged on all accounts 30 days past due from date of invoice.

ORIGINAL



INVOICE

Mechanical • Sheet metal • HVAC • Fire Protection • Service
PO Box 9100 • 2509 29th St SW • Wyoming, MI 49519
Ph: (616) 538-3231 • Fax: (616) 538-2797
www.franklinholwerda.com

No. 14160962 -
 Date: 2/24/2015

1720

*City of Wyoming
 Water Treatment Plant
 16700 New Holland
 Holland MI 49424*

Customer Order No.

2015-00000441

FHC Project #

14-1609-62 -

<i>Work Description</i> -Low Service Pump House AHU Repairs to the air handler shaft and bearings.	<i>Quotation Date:</i> 12/29/14 <i>Ordered By:</i>
---	---

Tax Exempt - Government

Work Location :

City of Wyoming
 Water Treatment Plant
 16700 New Holland
 Holland MI 49424

Quoted Price: 3,526.00

Invoice Total: **\$ 3,526.00**

TERMS: NET 10

A Service Charge of 1.5% (18% A.P.R.) may be charged on all accounts 30 days past due from date of invoice.

ORIGINAL

RESOLUTION NO. _____

RESOLUTION TO AWARD BIDS
FOR MEDIAN & MISCELLANEOUS LANDSCAPE MAINTENANCE
FOR 2015 THROUGH 2017

WHEREAS:

1. On February 17, 2015, the City received two bids for the Median & Miscellaneous Landscape Maintenance, 2015 – 2017.
2. It is recommended that the City Council award the bid to the only bidder for zones 1 & 2, Pro-Mow Lawn Care, LLC, and the low bidder for zone 3, Heyboer Landscape Maintenance, Inc., to perform the landscape maintenance for the calendar years of 2015 - 2017.
3. The Public Works Department anticipates spending approximately \$164,000 in 2015, \$167,000 in 2016, and \$169,000 in 2017.
4. Sufficient funds are available in the Major Street, Local Street and Motor Pool Funds but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid to the only bidder for zones 1 & 2, Pro-Mow Lawn Care, LLC, and the low bidder for zone 3, Heyboer Landscape Maintenance Inc., to perform the median and miscellaneous landscape maintenance for calendar years 2015 through 2017, and approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: March 16, 2015

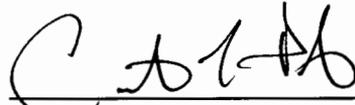
Budget Amendment No. 045

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$170,000 of budgetary authority to provide funding for median and miscellaneous landscape maintenance.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Major Streets Fund</u>				
Public Works - Street Maintenance - Repairs and Maintenance 202-441-46300-930.000	\$33,340	\$95,000		\$128,340
Fund Balance (202)		<u>\$95,000</u>		
<u>Local Streets Fund</u>				
Public Works - Street Maintenance - Repairs and Maintenance 203-441-46300-930.000	\$29,600	\$55,000		\$84,600
Fund Balance (203)		<u>\$55,000</u>		
<u>Motor Pool Fund</u>				
Public Works - Building - Repairs and Maintenance 661-441-58300-930.000	\$139,800	\$20,000		\$159,800
Fund Balance (661)			<u>\$20,000</u>	

Recommended: 
Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2014-2015 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

STAFF REPORT

DATE: March 4, 2015

SUBJECT: Award of Bid for Median and Miscellaneous Landscape Maintenance

FROM: Jodie A. Theis, Contracts and Procurement Supervisor

Date of Meeting: March 16, 2015

RECOMMENDATION

The Public Works Department recommends that the City Council authorize the only bidder for zones 1 & 2, Pro-Mow Lawn Care, LLC, and the low bidder for zone 3, Heyboer Landscape Maintenance Inc., to perform the median and miscellaneous landscape maintenance for calendar years 2015-2017.

SUSTAINABILITY CRITERIA

Environmental Quality

Wyoming is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. By maintaining the grassy areas of the City's medians, miscellaneous parcels and Public Service site, the City is reducing the spread of weeds and disease. Also, by using a slow-release fertilizer, there will be less impact to the storm water system.

Social Equity

Median and miscellaneous landscape maintenance is provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the median and miscellaneous landscape maintenance. All citizens that utilize our sidewalks and roadways will have a safe and aesthetic environment for their travels by maintaining the lawns in medians and miscellaneous parcels throughout the City.

Economic Strength

Median and miscellaneous landscape maintenance helps Wyoming maintain the City's aesthetics which sustains public and private property values.

DISCUSSION

The Public Works Department provides lawn care maintenance for the medians, Public Service site and 173 cul-de-sacs and other miscellaneous parcels. The contract includes mowing, fertilization, weed control and irrigation maintenance. Weed control is also provided for the concrete medians and concrete curb lines throughout the city.

Previously, Wyoming personnel performed the irrigation maintenance and spring and fall clean-up at the Public Service site and along the medians. Bids were awarded individually for median and miscellaneous mowing and fertilization and weed control.

Due to recent contractor performance issues, Wyoming met with several contractors in the lawn care industry to seek their recommendations for turf maintenance throughout the City's right-of-way areas. It was recommended that Wyoming combine the mowing, fertilization, weed control

and irrigation into joint contracts, allowing contractors the ability to maintain the properties based on a performance-based standard as opposed to a set schedule. It was also recommended that the work be divided into three maintenance zones. Although there is a significant increase in cost, the outcome should be more reliable and beneficial to the City.

On Tuesday, February 17, 2015, Wyoming received two bids for median and miscellaneous landscape maintenance. Bid specifications were requested and sent to six pre-qualified bidders.

BUDGET IMPACT

Approximately \$164,000 will be spent in calendar year 2015, \$167,000 in 2016 and \$169,000 in 2017 for median and miscellaneous landscape maintenance.

Sufficient funds are available in the Major Street, Local Street and Motor Pool Funds but a budget amendment is necessary.

BID TABULATIONS

CITY OF WYOMING, MICHIGAN TABULATION OF BIDS ON BID #1382, MEDIAN & MISCELLANEOUS LANDSCAPE MAINTENANCE (2015 - 2017) Opened By <u>City Clerk</u> On <u>February 17, 2015</u> At <u>11:00 a.m. o'clock</u>									
	2015			2016			2017		
	Zone 1	Zone 2	Zone 3	Zone 1	Zone 2	Zone 3	Zone 1	Zone 2	Zone 3
<i>Brookville Lawncare</i>	No Bid								
<i>Heyboer Landscape</i>	No Bid	No Bid	\$ 52,925.00	No Bid	No Bid	\$ 53,983.50	No Bid	No Bid	\$ 53,983.50
<i>Katerberg VerHage</i>	No Bid								
<i>Pro-Mow Lawn Care</i>	\$ 56,430.00	\$ 54,081.00	\$ 55,618.00	\$ 57,560.00	\$ 55,162.00	\$ 56,730.00	\$ 58,711.00	\$ 56,265.00	\$ 57,865.00
<i>Summit Landscape</i>	No Bid								
<i>Thornapple Inc</i>	No Bid								

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE
OF TWO FIRE VEHICLES

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City purchase one HME SilverFox Pumper in the amount of \$319,017 and one HME Ahrens-Fox MiniEvo Quick Response Vehicle in the amount of \$180,640 from HME, Incorporated.
2. Funds for the purchase of the vehicles are available in the Motor Pool Capital Outlay Account 662-441-58500-985000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the purchase two fire vehicles from HME, Incorporated in the total amount of \$499,657.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 16, 2015.

ATTACHMENTS:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: February 24, 2015
SUBJECT: Purchase of Two Fire Vehicles
FROM: Ted Seil, Fleet Service Supervisor
Date of Meeting: March 2, 2015

RECOMMENDATION

It is recommended that the City Council approve the purchase of one HME SilverFox Pumper (Stock # 22696) and one HME Ahrens-Fox MiniEvo Quick Response Vehicle (Stock #22654).

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public health and welfare. This purchase would have no negative effect on the environment; both pieces of equipment meet the latest environmental quality standards.

Social Equity

The fire fleet provides the same high quality service to all Wyoming residents without regard to income level or socio-economic status.

Economic Strength

The fire fleet provides safe, reliable and economical services to the businesses and residents of Wyoming.

Discussion

The Wyoming Public Safety Department recommends the purchase of two firefighting vehicles from HME Incorporated: a SilverFox Pumper (\$319,017) and an Ahrens-Fox MiniEvo Quick Response Vehicle (\$180,640). One of the existing aerial units is in need of replacement and instead of replacing the aerial unit with a like piece of equipment they recommend the acquisition of three smaller pieces of equipment, including the Quick Response Vehicle that was purchased from HME in July 2014.

BUDGET IMPACT

Sufficient money has been budgeted in the Motor Pool Depreciation Reserve Fund account 662-441-58500 985.000 for the purchase of these two firefighting vehicles.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
LABORATORY SUPPLIES FROM HACH COMPANY

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City purchase lab supplies for phosphorous and ammonia testing from the manufacturer, Hach Company.
2. It is estimated the City spends approximately \$35,000 per year for the supplies.
3. Funds for the purchase are budgeted in the laboratory supplies account numbers 590-54310-740000 and 590-590-54710-740000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the purchase of the laboratory supplies for phosphorous and ammonia testing from Hach Company.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 16, 2015.

ATTACHMENTS:
Staff Report
Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: March 10, 2015
Subject: Hach Company Purchases
From: Jaime Petrovich, Utilities Laboratories Manager
Meeting Date: March 16, 2015

Recommendation:

It is recommended that purchases for laboratory supplies from Hach Company be allowed on an as-needed basis, up to an estimated amount of \$35,000.

Sustainability Criteria:

Environmental Quality – The Water Treatment Plant is actively engaged in the protection of the public health of Wyoming’s citizens. A large part of this work is conducting laboratory analysis to quantifiably document our treatment success and compliance with regulatory requirements. The Hach testing supplies are recyclable and use sample and reagent volumes that are ten times less than the alternative methods.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City, as well as to its wholesale customer communities, without regard to income level or socio-economic status. All of Wyoming’s residents enjoy equal access to the benefits of our state-of-the-art drinking water treatment technologies.

Economic Strength – By maintaining our own independent laboratories in the Utilities Department, we are able to keep our costs as low as possible, while generating more analytical data in which we have higher confidence. The Hach testing methods are less labor intensive, more accurate, and give a faster turnaround time than other methods. The supplies are only available for purchase from Hach Company.

Discussion:

The Clean Water Plant laboratory goes through a considerable amount of consumable supplies to conduct regulatory compliance, process control testing, industrial monitoring, and biosolids characterization. We currently use methods (TNT Plus) for phosphorus and ammonia testing which are proprietary technologies and do not have other alternatives available in the market. Therefore, their manufacturer (Hach Company) is our sole source for these supplies. These techniques are approved by the USEPA for use in generating reportable data, and give us greater accuracy with less labor, variability, and turnaround time. The cost of the supplies for these tests, in addition to other products typically purchased from Hach, will exceed \$7500 annually.

Budget Impact:

We have a monthly standing order for eighteen (18) boxes of TNT plus testing vials for ammonia (25 tests/box) and eighteen (18) boxes (25 tests/box) of vials for phosphorus. We may periodically order additional boxes of something to cover emergency samples or an increase in sample load, but the standing order pretty much covers our needs. These testing supplies comprise the largest portion of our purchases, and are in addition to other consumables and products typically purchased from Hach.

The attached quote from Hach gives unit pricing for the supplies described above. The cost is \$1,606.55 for product (not including shipping), for a monthly total of \$1838.16. The grand total for the year is \$22,057.92. This comprises the largest portion of the purchases from Hach.

It is recommended that the Council provide approval to continue to make purchases from Hach Company, on an as-needed basis, up to \$35,000 annually. The ledger accounts 590-590-54310-740000 and 590-590-54710-740000 are used for these purchases.



Quotation

Hach Company
 PO Box 608
 Loveland, CO 80539-0608
 Phone: (800) 227-4224
 Email: quotes@hach.com
 Website: www.hach.com

Quote Number: 100067271v2
 Use quote number at time of order to ensure
 that you receive prices quoted

Quote Date: 03/05/2015

Quote Expiration: 05/04/2015

BILL TO
 CITY OF WYOMING
 ACCTS PAYABLE
 PO BOX 905
 WYOMING, MI 49509-0905

SHIP TO

Name: Jaime Petrovich
 Phone: 616-399-7846
 Email: PetrovichJ@wyomingmi.gov

Customer Account Number: 058320
 Customer Quote Reference: TNT + Reagents

Sales Contact: Michael Wright Email: mwright@hach.com Phone: 248-296-4158

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25	12	50.89	610.68
2	TNT830	AMMONIA TNT+, ULR, .02-2.5MG/L PK/25	6	50.89	305.34
3	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P)	12	51.25	615.00
4	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P)	6	51.19	307.14
Grand Total					\$ 1,838.16

TERMS OF SALE

Freight: Ground Prepay and Add

FOB: Origin

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i)

Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require: 1) A statement of intended end-use; 2) Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3) Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days

Sales Contact:

Name: Michael Wright
Title: Regional Sales Manager
Phone: 248-296-4158
Email: mwright@hach.com

Prepared By:

Name: Julie Burton
Title: Field Service Support Specialist
Phone: 800-227-4224 x6247
Email: jburton@hach.com

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.
2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.
3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.
4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.
5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.
6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection

including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.
8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated to or in privity with Buyer.
9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.
10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or additions or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes, additions or improvements to Products ordered by Buyer unless specifically agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach

Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

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Be Right™

Quotation Addendum

HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

ADVANTAGES OF WORKING WITH HACH

<p><u>Technical Support</u> <i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>	<p><u>SIRR Delivery Program</u> <i>The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents</i></p> <ul style="list-style-type: none"> ✓ Lower inventory costs and fresh supplies ✓ Reduced paperwork – one purchase order for the entire year ✓ Automatic shipments on your schedule ✓ Easier budgeting <p>www.Hach.com/sirr</p>	<p><u>Hach WarrantyPlus™ Upgrade</u> <i>Instrument Protection and Service</i></p> <ul style="list-style-type: none"> ✓ Savings of more than 20% versus a "pay as you go" approach ✓ Freedom from maintenance ✓ Worry-free compliance with Hach's certification ✓ Fixed maintenance budget for the entire year <p>www.Hach.com/warrantyplus</p>
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ADVANTAGES OF SIMPLIFIED FREIGHT

<p><u>Safe & Fast Delivery</u></p> <ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<p><u>Save Time – Less Hassle</u></p> <ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships simplified freight orders as the product is available at no additional cost 	<p><u>Save Money</u></p> <ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required
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STANDARD SIMPLIFIED FREIGHT CHARGES ^{1, 2, 3}						Collect ⁴ Handling Fee Effective 8/16/2014
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$44.95	\$85.45	\$7.79
\$50.00 - \$199.99	\$17.79	\$52.45	\$98.97	\$71.64	\$136.19	\$7.99
\$200.00 - \$449.99	\$30.89	\$79.43	\$161.79	\$100.23	\$195.06	\$8.47
\$450.00 - \$749.99	\$41.67	\$108.95	\$216.68	\$136.20	\$263.73	\$8.89
\$750.00 - \$999.99	\$52.77	\$114.40	\$239.39	\$141.65	\$267.00	\$9.17
\$1,000.00 - \$2,249.99	\$66.39	\$130.75	\$255.01	\$154.73	\$307.33	\$9.49
\$2,250.00 - \$4,999.99	\$79.47	\$174.35	\$294.25	\$181.98	\$336.76	\$11.32
\$5,000.00 - \$9,999.99	\$112.79	\$201.60	\$338.94	\$213.59	\$365.10	\$16.83
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$29.49

- Freight charges shown are only applicable to orders billing and shipping to U.S. destinations. Freight charges will be prepaid and added to invoice. Freight for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Freight charges are subject to change without notice.
- Additional freight charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified freight charges, and are considered heavy freight. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- Orders shipping to Alaska or Hawaii: Additional freight charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- Hach Company will assess a collect handling fee on orders with collect freight terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidders	Cost
Trucking & Landfill Services	Waste Management of Michigan	Bid prices as shown on the attached Staff Report
Ready Mixed Concrete	Consumers Concrete Corp.	Bid prices as shown on the attached Staff Report
Starter Fertilizer	Hanes Geo Components	\$15.60/50 lb. bag
Hydro Mulch	Hanes Geo Components	\$8.45/50 lb. bale
Grass Seed	BFG Supply	\$82.50/50 lb. bag
Stainless Steel Clamp Couplings	HD Supply Waterworks	Bid prices as shown on the attached Staff Report
Bituminous Paving Materials	Rieth-Riley Construction Co.	\$54.00/ton - top mix \$52.00/ton - base mix
Topsoil	Oetman Excavating	\$6.35/ton unscreened \$7.45/ton screened
Shredded Bark	Brinkwood Products, Inc., Michigan Wood Fibers & Superior Ground Cover	Bid prices as shown on the attached Tabulation Sheet

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 16, 2015.

ATTACHMENTS:
Staff Reports
Tabulation Sheet

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: March 5, 2015
Subject: Trucking and Landfill Services – Water Treatment Plant
From: Robert Veneklasen, Operations Supervisor
Meeting Date: March 16, 2015

RECOMMENDATION

It is recommended the City Council approve the bid submittal and enter into a three-year contract with Waste Management of Michigan for Trucking and Landfill Services. This agreement is for the removal and disposal of water plant treatment residuals in a sanitary landfill.

SUSTAINABILITY CRITERIA

Environmental Quality – The proper disposal of these residual materials ensures the City of Wyoming is meeting all State and Federal requirements for protection of the environment.

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

Economic Strength – By soliciting proposals from qualified firms to provide this necessary activity the Utilities Department is ensuring we receive the best value for this service. This results in the lowest rates possible for our residents and customers.

DISCUSSION

The City's water treatment plant produces residual material resulting from the process of removing material from the raw Lake Michigan water. This material is then mechanically dewatered by centrifuge to reduce the mass and volume. The material is deposited into tractor trailers which when full are hauled to a sanitary landfill for disposal.

On Tuesday, March 3, 2015, the City received three bids for trucking and landfill services. Thirteen invitations to bid were sent to prospective bidders. The bids are for a three-year period, beginning April of 2015, with annual costs identified. The costs identified are inclusive of the transportation and disposal per ton of material.

	Year 1 (2015-2016)	Year 2 (2016-2017)	Year 3 (2017-2018)
Waste Management	\$37.00	\$38.00	\$39.00
Cordes Trucking	\$40.13	\$41.64	\$43.31
Pierce Farm & Trucking	\$150.00	\$150.00	\$150.00

It is my recommendation the Mayor and Council authorize entering into a three-year agreement with the apparent low bidder, Waste Management of Michigan for Trucking and Landfill Services to dispose of the Water Treatment Plant residuals.

The plant budgets annually for this activity based on usual raw water conditions producing an average amount of material for disposal.

BUDGET IMPACT

This activity is budgeted annually in account #591-591-55300-921.000.

STAFF REPORT

DATE: February 25, 2015

SUBJECT: Award of Bid for Ready Mixed Concrete

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: March 16, 2015

RECOMMENDATION

It is recommended that the City Council award the bid for ready mixed concrete to the only bidder, Consumers Concrete Corporation at \$90.00 per cubic yard for 6.0 Sack concrete and \$107.00 per cubic yard for 9.0 Sack concrete.

SUSTAINABILITY CRITERIA

Environmental Quality

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

Social Equity

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

Economic Strength

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

DISCUSSION

On Tuesday, February 10, 2015, the City received one bid for ready mixed concrete. Twenty-nine invitations to bid were sent to prospective bidders.

The Public Works Department utilizes concrete to repair and maintain the City's streets, curbs, drives, sidewalks and other infrastructure damaged by weather and utility failures throughout the year. In order to acquire quality concrete, bids are received each year.

The City expects to spend approximately \$35,000 on ready mixed concrete. The concrete is to be delivered to various job sites throughout the City.

BUDGET IMPACT

The bid for the 6.0 Sack concrete is an increase of 6% from last year's bid price of \$84.50 per cubic yard and the bid for 9.0 Sack concrete is an increase of 6% from last year's bid price of \$100.50 per cubic yard.

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

BID TABULATION

	Consumers Concrete Corporation	
6.0 Sack A/E Concrete	\$90.00	
9.0 Sack Hi-Early Strength Concrete	\$107.00	
Additional Charges:		
1% Calcium Chloride	\$1.50	Per Cu. Yd.
Deliveries under 5 Cubic Yards	\$50.00	Per Delivery
Unloading Time in Excess of One Hour	\$90.00	Per hour, or fraction thereof
Truck Batched after 4:00 p.m.	\$25.00	Per Truck
Fuel or Delivery Surcharge	\$10.00	Per Load
Concrete Retarder	\$2.50	Per Cu. Yd. of Concrete
Hot Water Charge (November & April)	\$4.00	Per Cu. Yd.
Winter Heat Charge (December-March)	\$8.00	Per. Cu. Yd.

STAFF REPORT

DATE: February 25, 2015

SUBJECT: Award of Bid for Starter Fertilizer, Grass Seed and Hydro Mulch

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: March 16, 2015

RECOMMENDATION

It is recommended that the City Council award the bid for starter fertilizer and hydro mulch to the low bidder, Hanes Geo Components, at \$15.60 per 50 lb. bag of fertilizer and \$8.45 per 50 lb. bale of hydro mulch. It is also recommended that the City Council award the bid for grass seed to the low bidder, BFG Supply, at \$82.50 per 50 lb. bag.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. The City uses hydro mulch that is made from recycled newspaper that decomposes over time, enriches the soil and assists in preventing soil erosion.

Social Equity

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

Economic Strength

The use of starter fertilizer, hydro mulch and grass seed allows the Public Works Department to provide high quality street and utility repairs. The high quality repairs allow the Public Works Department to maintain the City's infrastructure which sustains public and private property values.

DISCUSSION

On Tuesday, February 17, 2015, the City received seven bids for starter fertilizer, hydro mulch and grass seed. Sixty-eight invitations to bid were sent to prospective bidders.

The Public Works Department utilizes starter fertilizer; hydro mulch and grass seed throughout the City of Wyoming to make repairs in the right-of-ways and private property that has been damaged by utility repairs or tree removals. Restoring the damaged property is an important function in maintaining the City's aesthetics and safety. Bids are received each year in order to acquire quality starter fertilizer, hydro mulch and grass seed.

The City uses approximately 300 bales of hydro mulch and 60 bags each of starter fertilizer and grass seed each year for a total cost of approximately \$8,500. The material will be delivered to the Public Works Department, where a stockpile of the materials shall be maintained.

BUDGET IMPACT

The low bid for starter fertilizer is an increase of 4% from last year's price of \$15.00 per 50 lb. bag; the low bid for hydro mulch is a decrease of 11% from last year's price of \$9.35 per 50 lb. bale; and, the low bid for grass seed is a decrease of 3% from last year's price of \$84.63 per 50 lb. bag.

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

BID TABULATION

CITY OF WYOMING, MICHIGAN TABULATION OF BIDS Opened By City Clerk On February 17, 2015 At 11:00 a.m. o'clock All bid prices reduced to net. All bid prices shown are firm for orders placed within one year from date of award of bid.							
Bidder:	BFG Supply	CSI Geoturf, Inc.	Eco Green Supply	Hanes Geo Components	John Deere Landscapes	Michigan Turf and Ornamental (division of Farmers Co-op Elevator)	Tri Turf
Starter Fertilizer							
Each Bid Price	\$18.49	\$18.00	\$21.20	\$15.60	\$18.76		\$17.60
Brand Name/Mfg.	Shaws 14-25-10 25% XRT	16-32-04 Geoturf Fertilizer	EC Grow	Starter 10-20-20	Lesco 18-24-12		18-12-6 25% NS 54 w/Avail, SOP, Sgn 215, The Anderson's
Size of Bag	50 lbs.	50 lbs.	50 lbs.	50 lbs.	50 lbs.		50 lbs.
Minimum Order (No Delivery Charges)		1 bag	20 bags	20 bags	40 bags		
Delivery Charges (Under Minimum Order)	\$50.00/Stop	\$0.00	\$50.00	\$25.00	\$25.00		\$20.00
Hydro Mulch							
Each Bid Price	\$8.65	\$9.20	\$10.85	\$8.45	\$8.90	\$7.95	\$8.50
Price Per Pound	\$0.17	\$0.18	\$0.22	\$0.17	\$0.18	\$0.20	\$0.17
Brand Name/Mfg.	CFC215600 100% Paper Fiber Mulch	Geoturf Hydro mulch & Hydro mulch Plus Plain Paper Mulch - Geotrack II	BPV	Basis Plus	BPV Environmental Hydro-Mulch	NuWool Hydro green Paper & Tak	Hydro green Mulch - Paper with Tack
Size of Bag	50 lbs.	50 lbs.	50 lbs.	50 lbs.	50 lbs.	40 lbs.	50 lbs.
Minimum Order (No Delivery Charges)		1 bale	32 bales	40 bales	32/skid	80 bales	
Delivery Charges (Under Minimum Order)	\$50.00/Stop	\$0.00	\$50.00	\$25.00	\$25.00	\$35.00	\$20.00
Grass Seed							
Each Bid Price	\$82.50	\$88.00	\$49.41	\$86.00	\$83.72	\$104.06	\$93.00
Price Per Pound	\$1.65	\$1.76	\$1.98	\$1.72	\$1.67	\$2.08	\$1.86
Brand Name/Mfg.	Wyoming Custom Blend	Geoturf Landscaper Plus Turf Seed Mixture	Landmark	Wyoming Green	Great Lakes Hydro seed Seed Mix	Earth Carpet Sunny Place	Swift-N-Sure Mixture
Size of Bag	50 lbs.	50 lbs.	25 lbs.	50 lbs.	50 lbs.	50 lbs.	50 lbs.
Minimum Order (No Delivery Charges)		1 bag	10 bags	20 bags	40/skid	20 bags	
Delivery Charges (Under Minimum Order)	\$50.00/Stop	\$0.00	\$50.00	\$25.00	\$25.00	\$35.00	\$20.00
Number of days required for deliveries from date of receipt of orders:	7-10	1-3	5	5	7	5-7	10

STAFF REPORT

DATE: February 25, 2015

SUBJECT: Award of Bid for Stainless Steel Clamp Couplings

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: March 16, 2015

RECOMMENDATION

It is recommended that the City Council award the bid for stainless steel clamp couplings to the low bidder, HD Supply Waterworks.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. The City's use of stainless steel clamp couplings conserves natural resources by reducing the need to completely replace existing water main.

Social Equity

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

Economic Strength

The use of stainless steel clamp couplings allows the Public Works Department to provide high quality utility repairs. The high quality utility repairs allow the Public Works Department to maintain the City's infrastructure which sustains public and private property values.

DISCUSSION

On Tuesday, February 17, 2015, the City received three bids for stainless steel clamp couplings. Forty-five invitations to bid were sent to prospective bidders.

The Public Works Department utilizes stainless steel clamp couplings to repair damaged water mains and sewers throughout the City of Wyoming. Sewer main and water main breaks can be caused by several factors, including age, freezing or thawing of soil, pipe corrosion, soil conditions, or ground movement. Bids are received each year in order to acquire quality stainless steel clamp couplings.

BUDGET IMPACT

The City is anticipating that it will spend approximately \$8,500 for stainless steel clamp couplings. The low bid is a decrease of 0.3% from last year’s total price of \$8,720.

Sufficient funds are available in the sewer and water maintenance accounts: 590-441-54200-775.000 and 591-441-56200-775.000.

BID TABULATION

CITY OF WYOMING, MICHIGAN TABULATION OF BIDS										
On Stainless Steel Clamp Couplings										
Opened By <u>City Clerk</u> On <u>February 17, 2015</u> At <u>11:00 a.m. o'clock</u>										
All bid prices reduced to net. All bid prices shown are firm for orders placed within one year from date of award of bid.										
Est. Qty.	Nom. Size (inches)	O.D. Range (inches)	Width (inches)	Weight (pounds)	HD Supply Waterworks		Etna Supply Company		EJ USA, Inc.	
					Unit Price	Total	Unit Price	Total	Unit Price	Total
2	4	4.74-5.14	12	10.5	\$64.53	\$129.06	\$68.00	\$136.00	\$87.80	\$175.60
30	6	6.84-7.24	12	12.2	\$79.07	\$2,372.10	\$82.00	\$2,460.00	\$105.60	\$3,168.00
6	6	6.84-7.24	12	12.2	\$95.55	\$573.30	\$99.00	\$594.00	\$128.40	\$770.40
6	6	6.84-7.24	15	14.6	\$86.83	\$520.98	\$90.00	\$540.00	\$116.50	\$699.00
15	8	8.99-9.39	12	14.5	\$92.64	\$1,389.60	\$96.00	\$1,440.00	\$124.35	\$1,865.25
4	8	8.99-9.39	12	14.5	\$109.12	\$436.48	\$115.00	\$460.00	\$147.20	\$588.80
4	8	8.99-9.39	20	23.2	\$149.84	\$599.36	\$155.00	\$620.00	\$201.30	\$805.20
4	10	11.04-11.44	12	16.5	\$120.76	\$483.04	\$125.00	\$500.00	\$162.00	\$648.00
6	12	13.10-13.50	12	18.7	\$140.14	\$840.84	\$145.00	\$870.00	\$187.80	\$1,126.80
2	6		20		\$147.90	\$295.80	\$155.00	\$310.00	\$198.50	\$397.00
2	8		20		\$167.29	\$334.58	\$175.00	\$350.00	\$224.10	\$448.20
2	12		20		\$237.09	\$474.18	\$245.00	\$490.00	\$317.60	\$635.20
0	16	17.15-18.35	20		\$536.63	\$0.00	\$555.00	\$0.00	\$718.00	\$0.00
Total:					\$8,449.32		\$8,770.00		\$11,327.45	
Brand:					Smith Blair		ROMAC		ROMAC	
Is there a location within 15 miles to the City of Wyoming limits available for 24/7 Emergency Purchases?					Yes		Yes		Yes	

STAFF REPORT

DATE: February 25, 2015

SUBJECT: Award of Bid for Bituminous Paving Materials

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: March 16, 2015

RECOMMENDATION

It is recommended that the City Council award the bid for bituminous paving materials to the lowest bidder, Rieth-Riley Construction Company at \$54.00 per ton for 36A top mix asphalt and \$52.00 per ton for 13A base mix asphalt.

SUSTAINABILITY CRITERIA

Environmental Quality

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

Social Equity

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

Economic Strength

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

DISCUSSION

On Tuesday, February 10, 2015, the City received three bids for bituminous paving materials. Thirty-nine invitations to bid were sent to prospective bidders.

The Public Works Department repairs asphalt streets damaged by weather and utility failures throughout the year. In order to make permanent repairs in the warmer months, damaged asphalt must be removed and replaced. In order to acquire quality asphalt, bids are received each year.

The City uses approximately 1,400 tons of asphalt top mix and approximately 1,000 tons of asphalt base mix each year. The asphalt is manufactured at a contractor's facility and picked up by the City's staff.

BUDGET IMPACT

The low bid for the 36A top mix is a decrease of 5% from last year’s bid price of \$57.00 per ton and the 13A base mix is a decrease of 8% from last year’s bid price of \$56.00 per ton.

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

BID TABULATION

Product	Estimated Annual Quantity to be Purchased (Tons)	Rieth-Riley Construction Co. Inc.		Michigan Paving & Materials Company		Superior Asphalt, Inc.	
		Bid Price Per Ton	Total (Based on Estimated Annual Quantity)	Bid Price Per Ton	Total (Based on Estimated Annual Quantity)	Bid Price Per Ton	Total (Based on Estimated Annual Quantity)
36A Bituminous Top Mix	1,400	\$ 54.00	\$ 75,600.00	\$ 57.00	\$ 79,800.00	\$ 58.00	\$ 81,200.00
13A Bituminous Base Mix	1,000	\$ 52.00	\$ 52,000.00	\$ 56.00	\$ 56,000.00	\$ 58.00	\$ 58,000.00
Is the batching plant that the City will be getting the asphalt from located within 10 miles of the City limits?		Yes		Yes		Yes	

STAFF REPORT

DATE: March 4, 2015

SUBJECT: Award of Bid for Topsoil

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: March 16, 2015

RECOMMENDATION

It is recommended that the City Council award the bid for topsoil to the lowest bidder, Oetman Excavating at \$6.35 per ton for unscreened topsoil and \$7.45 per ton for screened topsoil.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. The City uses topsoil that is made from composted materials.

Social Equity

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

Economic Strength

The use of topsoil allows the Public Works Department to provide high quality utility repairs. The high quality repairs allow the Public Works Department to maintain the City's infrastructure which sustains public and private property values.

DISCUSSION

On Tuesday, March 3, 2015, the City received four bids for topsoil. Fifty-six invitations to bid were sent to prospective bidders.

The Public Works Department utilizes topsoil throughout the City of Wyoming to make repairs in the right-of-ways and private property that has been damaged by utility repairs or tree removals. Restoring the damaged property is an important function in maintaining the City's aesthetics and safety. Bids are received each year in order to acquire quality topsoil.

The City uses approximately 1,200 tons of topsoil each year. The material shall be delivered to the Public Works Department, where a stockpile of topsoil will be maintained.

BUDGET IMPACT

The low bid for unscreened topsoil is an increase of 16% from last year's bid price of \$5.35 per ton and the low bid for screened topsoil is a decrease of 1% from last year's bid price of \$7.55 per ton.

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

BID TABULATION

CITY OF WYOMING, MICHIGAN TABULATION OF BIDS				
On Topsoil				
Opened By <u>City Clerk</u> On <u>March 3, 2015</u> At <u>11:00 a.m. o'clock</u>				
All bid prices reduced to net. All bid prices shown are firm for orders placed within one year from date of award of bid.				
	Oetman Excavating	Top Grade Site Management Contractors	Verplank Trucking Co.	Cordes Inc.
Unscreened Topsoil (per ton)	\$ 6.35	\$ 8.45	No Bid	\$ 8.65
Screened Top Soil (per ton)	\$ 7.45	\$ 10.59	\$ 7.50	\$ 11.65
Cubic Yard to Ton conversion used (if applicable)	1.35 tons/cy	NA		1.3 tons per cu. Yd.
Number of days required for deliveries from date of receipt of orders	2-3	1-2	As Needed	2

STAFF REPORT

DATE: March 9, 2015
SUBJECT: Shredded Bark
FROM: Jeff Anderson, Parks & Facilities Supervisor
CC: Rebecca Rynbrandt, Director of Community Services
MEETING DATE: March 16, 2015

RECOMMENDATION:

It is recommended that the bid for shredded bark be awarded to Brinkwood Products, Inc., Michigan Wood Fibers and Superior Ground Cover, Inc.

SUSTAINABILITY CRITERIA:

Environmental Quality – The City uses shredded bark as mulch, to retain soil moisture and to help with weed prevention around the trees and shrubs in the Parks and other City Facilities. ADA compliant playground bark will be used in the Parks playground areas to comply with safety standards.

Social Equity – Does not significantly impact social equity.

Economic Strength – Well maintained properties have a positive direct impact on property values.

DISCUSSION:

Bids were requested to provide shredded bark for the City's facilities and parks. Three bids were received, sixty-three invitations were sent to prospective bidders.

It is recommended that the bid for shredded bark be awarded to all bidders, Brinkwood Products, Inc., Michigan Wood Fibers and Superior Ground Covers, Inc. based on cubic yard bid price, price to blow bark into location and minimum truckload with no delivery charges.

BUDGET IMPACT:

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

CITY OF WYOMING, MICHIGAN

TABULATION OF BIDS

On Shredded Bark

Opened By City Clerk On March 3, 2015 At 11:00 a.m.

All bid prices reduce to net. All bid prices shown are firm for orders placed within one year from date of award of bid unless otherwise noted.

	Brinkwood Products, Inc.				Michigan Wood Fibers				Superior Ground Cover Inc.			
	Bid Price (cu. yd.)	Bid Price to blow bark into location (cu. yd.)	Minimum Truckload Per Delivery (No Delivery Charges) (cu. yd.)	Delivery Charge for Deliveries (Under the minimum Truckload)	Bid Price (cu. yd.)	Bid Price to blow bark into location (cu. yd.)	Minimum Truckload Per Delivery (No Delivery Charges) (cu. yd.)	Delivery Charge for Deliveries (Under the minimum Truckload)	Bid Price (cu. yd.)	Bid Price to blow bark into location (cu. yd.)	Minimum Truckload Per Delivery (No Delivery Charges) (cu. yd.)	Delivery Charge for Deliveries (Under the minimum Truckload)
Delivered to any job site in the: CITY OF WYOMING												
Hardwood (Brown) Shredded Bark	\$16.50	\$38.50	70	\$45.00	\$16.00	NA	30	\$45.00	\$17.25	\$37.25	0	NA
Red Enhanced Colored Bark	\$21.00	\$43.00	70	\$45.00	\$20.50	NA	30	\$45.00	\$22.50	\$42.50	0	NA
ADA Approved Playground Wood Chips	\$13.00	\$22.00	40	\$45.00	\$15.00	NA	30	\$45.00	\$13.75	\$23.25	0	NA
Delivered to: DRINKING WATER PLANT - 16700 NEW HOLLAND, HOLLAND, MI												
Hardwood (Brown) Shredded Bark	\$16.50	\$38.50	70	\$60.00	\$16.00	NA	30	\$ 45.00	\$17.25	\$37.25	0	NA
Red Enhanced Colored Bark	\$21.00	\$43.00	70	\$60.00	\$20.50	NA	30	\$ 45.00	\$22.50	\$42.50	0	NA
ADA Approved Playground Wood Chips	\$13.00	\$22.00	40	\$60.00	\$15.00	NA	30	\$ 45.00	\$13.75	\$23.25	0	NA