

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, APRIL 18, 2016, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Karen Waldhart, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the April 4, 2016 Regular Meeting and the April 11, 2016 Work Session
- 7) Approval of Agenda**
- 8) Public Hearings**
 - 7:01 p.m.** To Determine the Necessity of Providing an Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 16-796
 - 7:02 p.m.** To Determine the Necessity of Providing an Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 16-797
- 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. 47 – To Appropriate \$749,928.15 of Additional Budgetary Authority to Provide Additional Funding for 1) Street Lighting Utility Costs, CATV Revenue and Commission Expense, Forensic Lab Expenses Funded by State Reimbursements 2) Go Bus Ticket Revenue from Sales and Associated Ticket Expense 3) Additional OPEB and Pension Expenses for Water, Sewer and Motor Pool Funds
 - b) Budget Amendment No. 48 – To Appropriate \$10,000 of Additional Budgetary Authority to Provide Funding for Emergency Medical Technician (EMT) Training for Full-Time Firefighting Staff and Recognize the Donated Funds from Metro Hospital and the Metro Health Foundation
 - c) DDA Budget Amendment No. 1 – To Appropriate \$5,000 of Additional Budgetary Authority to Provide Funding for Unbudgeted Irrigation Repair Expenses
- 14) Consent Agenda**

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

 - a) To Set Meeting Time for the WKTV Commission of the City of Wyoming

- b) To Set a Public Hearing to Confirm the Special Assessment Roll for the Purpose of Providing an Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 16-796 (May 2, 2016 at 7:02 p.m.)
- c) To Set a Public Hearing to Confirm the Special Assessment Roll for the Purpose of Providing an Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 16-797 (May 2, 2016 at 7:03 p.m.)

15) Resolutions

- d) To Declare the Necessity of Establishing a Special Assessment District for the Purpose of Providing Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 16-796
- e) To Declare the Necessity of Establishing a Special Assessment District for the Purpose of Providing Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment Roll 16-797

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

- f) To Accept an Option from Consumers Energy Company to Purchase Property Owned by the City Located at 2126 Holden Avenue SW and 2131 Holden Avenue SW in the City of Grand Rapids
- g) To Authorize Payment to Diversco Construction Company, Inc. for the Reconstruction of the Bayberry Farms Pond Fence (Budget Amendment No. 45)
- h) To Authorize Payment to Grand Elk Railroad, Inc., for Annual Maintenance of Traffic Control Devices at Railroad Crossings in the City of Wyoming
- i) To Award the Bid for Concrete Replacement 2016 to Thomas R. Wheeler Construction Services
- j) To Award a Contract for the 2016 Library Parking Lot Resurfacing Project (Budget Amendment No. 49)
- k) To Award the Wyoming Public Library Meeting Room Renovation Bid and to Authorize a Budget Amendment for the Project (Budget Amendment No. 46)
- l) To Authorize the Mayor and City Clerk to Execute an Agreement with Donohue & Associates, Inc. to Provide Engineering Services for Aeration Basin Improvements
- m) To Accept a Quotation from Grand Valley Wood Products for Casework for the Clean Water Plant Conference Room
- n) To Accept a Proposal for Aerial Insecticide Spraying Services and to Authorize the Mayor and City Clerk to Execute an Agreement for Gypsy Moth Suppression Services
- o) To Authorize the Purchase of Communications Equipment
- p) For Award of Bids
 - 1. Four Pumps
 - 2. Fence Removal and Installation

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

CITY OF WYOMING BUDGET AMENDMENT

Date: April 18, 2016

Budget Amendment No. 047

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$749,928.15 of additional budgetary authority to provide additional funding for 1) street lighting utility costs, CATV revenue and commission expense, forensic lab expenses funded by state reimbursements 2) Go Bus ticket revenue from sales and associated ticket expense 3) additional OPEB and pension expenses for water, sewer and motor pool funds.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>1) General Fund</u>				
Public Works - Street Lighting - Public Utilities				
101-441-44800-920.000	900,000.00	20,000.00		920,000.00
CATV Fees				
101-452.000	1,020,000.00	190,000.00		1,210,000.00
Finance - Cable TV Commission - Other Services				
101-201-73200-956.000	510,000.00	95,000.00		605,000.00
Police - Forensic Science Unit - Capital Outlay State Grant Funds				
101-305-31200-973.013	1,335.52	3,952.15		5,287.67
Fund Balance/Working Capital (Fund 101)		<u>71,047.85</u>	<u>-</u>	
<u>2) Parks and Recreation Fund</u>				
AAA Transportation Fees				
208-636.000	1,216.98	8,125.50		9,342.48
Parks and Recreation - Senior Center - Other Services Go Bus Tickets				
208-752-75800-956.200	14,349.98	8,125.50		22,475.48
Fund Balance/Working Capital (Fund 208)		<u>-</u>	<u>-</u>	
<u>3) Sewer Fund</u>				
Wastewater Utility - Administration Services - Pension OPEB Liability				
590-590-54100-718.500	455,320.00	497,795.00		953,115.00
Public Works - Transmission - Pension				
590-441-54200-718.000	78,794.00	7,621.00		86,415.00
Wastewater Utility - Treatment - Pension				
590-590-54300-718.000	382,941.99	40,805.00		423,746.99
Wastewater Utility - Treatment - Lab Services - Pension				
590-590-54310-718.000	55,827.97	6,309.00		62,136.97
Wastewater Utility - Industrial Pretreatment - Pension				
590-590-54700-718.000	84,972.17	9,328.00		94,300.17
Wastewater Utility - Environmental Srv - Lab Services - Pension				
590-590-54710-718.000	36,425.65	4,296.00		40,721.65
Fund Balance/Working Capital (Fund 590)		<u>-</u>	<u>566,154.00</u>	

CITY OF WYOMING BUDGET AMENDMENT

Date: April 18, 2016

Budget Amendment No. 047

<u>3) Water Fund</u>			
Water Utility - Administration - Pension OPEB Liability			
591-591-55100-718.500	586,390.00	90,793.00	677,183.00
Public Works - T and D - Mains - Pension			
591-441-56200-718.000	95,060.00	1,292.00	96,352.00
Public Works - T and D - Hydrants - Pension			
591-441-56600-718.000	9,590.00	141.00	9,731.00
Public Works - T and D - Services - Pension			
591-441-56700-718.000	118,116.00	1,484.00	119,600.00
Public Works - Installation of Service - Pension			
591-441-57400-718.000	1,250.94	19.00	1,269.94
Water Utility - Pumping and Treatment - Pension			
591-591-55300-718.000	350,403.00	5,930.00	356,333.00
Water Utility - Pumping and Treatment - Lab Services - Pension			
591-591-55310-718.000	61,325.00	1,058.00	62,383.00
Water Utility - T and D - Storage/E of Gezon - Pension			
591-591-55800-718.000	1,139.00	25.00	1,164.00
Water Utility - T and D - Gezon Station - Pension			
591-591-55900-718.000	19,265.00	315.00	19,580.00
Water Utility - T and D - Storage/W of Gezon - Pension			
591-591-56100-718.000	1,139.00	25.00	1,164.00
Water Utility - T and D - Pipeline to Gezon - Pension			
591-591-56300-718.000	21,489.00	303.00	21,792.00
Water Utility - T and D - Pipeline Meters - Pension			
591-591-56400-718.000	12,995.60	182.00	13,177.60
Water Utility - T and D - Meters - Pension			
591-591-56500-718.000	60,465.00	905.00	61,370.00
Water Utility - Customer Accounting - Pension			
591-591-56900-718.000	62,666.00	1,005.00	63,671.00
Fund Balance/Working Capital (Fund 591)		-	<u>103,477.00</u>
<u>3) Motor Pool Fund</u>			
Public Works - Administration Fee - Pension OPEB Liability			
661-441-58100-718.500	63,720.00	96,327.00	160,047.00
Public Works - Equipment Operations - Pension			
661-441-58200-718.000	81,611.00	46,214.00	127,825.00
Public Works - Building - Pension			
661-441-58300-718.000	19,118.52	8,804.00	27,922.52
Fund Balance/Working Capital (Fund 661)		-	<u>151,345.00</u>

CITY OF WYOMING BUDGET AMENDMENT

Date: April 18, 2016

Budget Amendment No. 047

Recommended: Kate Balgord
Accountant

Hugh A. Isakson
Dep City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2015-2016 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: April 12, 2016
Subject: Funds for EMT Certification
From: Director James E. Carmody
Meeting Date: April 18, 2016

RECOMMENDATION:

It is recommended that the City Council accept \$10,000 in donated funds provided by Metro Hospital and the Metro Health Foundation for the purpose of pursuing Emergency Medical Technician (EMT) licensure for all of the Wyoming Public Safety Fire Services full-time firefighting staff.

SUSTAINABILITY CRITERIA:

Environmental Responsibility: Our Public Safety Fire Services staff has provided high quality Medical First Response to the community since 1983. Progression to the EMT level within the fire service will allow us to provide enhanced medical intervention to patients requiring various levels of care.

Social Equity: All members of the community who experience a need for medical response will benefit equally from the enhancement of services provided.

Economic Strength: Through a generous donation and partnership with Metro Hospital and the Metro Health Foundation, we would be able to pursue EMT level licensure for all of our full-time firefighters.

DISCUSSION:

In October of 2015, the Public Safety's Fire Service was approached by Metro Hospital and the Metro Health Foundation regarding the opportunity for a partnership. Metro proposed the idea of a joint venture which would result in the enhancement our firefighter's response capabilities from Medical First Responders (MFR) to Emergency Medical Technicians (EMTs). Metro offered to pay the costs associated in licensing our full-time firefighting staff as EMTs.

Pursuing the EMT level upgrade will be beneficial for the citizens of Wyoming in several ways, including the ability and license to administer the following: breathing treatments, advanced airways, aspirin for chest pain, epi-pens, blood-glucose testing, and Continuous Positive Airway Pressure (CPAP). As partners, we are confident that the quality of care that can be provided in the field with this added EMT licensure will improve both of our services and outcomes.

BUDGET IMPACT:

Metro has agreed to provide the necessary funds, \$10,000, to cover the initial training that our firefighters would need to attain EMT license status. Their donation will also provide the equipment needed to meet the requirements for the State of Michigan EMS licensing department.

In the future, all full-time firefighter candidates will be required to have their EMT license before being considered for employment. This will ensure the sustainability of the program at no cost to the department. With the license upgrade, the EMS Education department teaches a minimum of 24 continuing education credits per year. This will exceed the number of credits required to maintain EMT status at the national level. Supplies that are used while administering EMT level treatment are traded out with the Advance Life Support (ALS) transport agency on the scene, therefore, there would be no additional costs incurred for replacement supplies.

Upon acceptance, the funds will be deposited into revenue account #101-675.009 (Income/Donations Fire Dept Program). This will require the attached budget amendment increasing the revenue account and the expense account #101-337-33900-956.009 (Fire – Fighting – Other Services Fire Dept Programs).

RESOLUTION NO. _____

RESOLUTION TO SET MEETING TIME
FOR THE WKTV COMMISSION
OF THE CITY OF WYOMING

WHEREAS:

1. The WKTV Commission currently meets on the first Tuesday of each month at 7:00 p.m.
2. The WKTV Commission has proposed changing its meeting schedule to 6:00 p.m. on the first Tuesday of each month.
3. Section 2.113 of the Code of Ordinances states that the days and times of regular meetings of all board and commission shall be set by City Council resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. The regular day and time for meetings of the WKTV Commission shall be the first Tuesday of each month at 6:00 p.m. at WKTV.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING TO CONFIRM THE SPECIAL ASSESSMENT ROLL FOR THE PURPOSE OF PROVIDING AN AERIAL INSECTICIDE SPRAY FOR A GYPSY MOTH SUPPRESSION PROGRAM, SPECIAL ASSESSMENT ROLL 16-796

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The special assessment roll shall be filed in the office of the City Clerk for public examination.
2. The City Council shall meet at Wyoming City Hall, 1155-28th Street SW, Wyoming, Michigan, on May 2, 2016, 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 HEARING TO REVIEW AND CONFIRM
SPECIAL ASSESSMENT ROLL 16-796
TO THE OWNERS OF THE LOTS AND PARCELS OF LAND INCLUDED FOR
AERIAL INSECTICIDE SPRAY FOR A GYPSY MOTH SUPPRESSION PROGRAM

The City Council intends to provide Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment 16-796. The City Council intends to defray all of the costs of the above described public improvement by special assessment of \$27.00 per parcel against the described property.

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.

The City Council will meet at Wyoming City Hall, 1155-28th Street SW, Wyoming, Michigan, on May 2, 2016, at 7:02 p.m., for the purpose of hearing all persons to be affected by the proposed public improvement.

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Aerial Spray Map

Parcel List

Resolution No. _____

City of Wyoming Gypsy Moth Spray Survey Report for 2016 Season



Shaded Areas are Recommended
for Aerial Spray in Spring 2016



— City Boundary
2015 Aquatic Consulting Services

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-09-430-003	41-17-10-304-006	41-17-10-306-024
41-17-09-430-005	41-17-10-304-007	41-17-10-306-027
41-17-09-430-006	41-17-10-304-008	41-17-10-306-028
41-17-09-430-007	41-17-10-304-009	41-17-10-306-029
41-17-09-430-008	41-17-10-304-010	41-17-10-306-030
41-17-09-430-009	41-17-10-304-011	41-17-10-306-031
41-17-09-430-010	41-17-10-304-012	41-17-10-306-032
41-17-09-476-034	41-17-10-304-013	41-17-10-306-033
41-17-10-301-008	41-17-10-304-014	41-17-10-306-034
41-17-10-301-010	41-17-10-304-015	41-17-10-306-035
41-17-10-301-010	41-17-10-304-016	41-17-10-306-036
41-17-10-301-013	41-17-10-305-001	41-17-10-306-037
41-17-10-301-014	41-17-10-305-002	41-17-10-306-038
41-17-10-302-002	41-17-10-305-003	41-17-10-306-039
41-17-10-302-004	41-17-10-305-004	41-17-10-306-040
41-17-10-302-005	41-17-10-305-005	41-17-10-306-041
41-17-10-302-006	41-17-10-305-006	41-17-10-306-042
41-17-10-302-007	41-17-10-305-007	41-17-10-306-043
41-17-10-302-008	41-17-10-305-008	41-17-10-306-044
41-17-10-302-009	41-17-10-305-009	41-17-10-306-045
41-17-10-302-010	41-17-10-305-012	41-17-10-306-047
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
41-17-10-303-001	41-17-10-305-015	41-17-10-307-002
41-17-10-303-004	41-17-10-305-016	41-17-10-307-004
41-17-10-303-006	41-17-10-305-017	41-17-10-307-005
41-17-10-303-007	41-17-10-305-018	41-17-10-307-006
41-17-10-303-008	41-17-10-306-005	41-17-10-307-007
41-17-10-303-009	41-17-10-306-006	41-17-10-307-008
41-17-10-303-010	41-17-10-306-007	41-17-10-307-010
41-17-10-303-012	41-17-10-306-008	41-17-10-307-011
41-17-10-303-013	41-17-10-306-009	41-17-10-307-012
41-17-10-303-014	41-17-10-306-010	41-17-10-307-013
41-17-10-303-015	41-17-10-306-011	41-17-10-307-014
41-17-10-303-016	41-17-10-306-012	41-17-10-307-016
41-17-10-303-017	41-17-10-306-013	41-17-10-308-001
41-17-10-303-018	41-17-10-306-014	41-17-10-308-002
41-17-10-303-019	41-17-10-306-015	41-17-10-308-003
41-17-10-303-020	41-17-10-306-016	41-17-10-308-004
41-17-10-303-021	41-17-10-306-017	41-17-10-308-005
41-17-10-304-001	41-17-10-306-018	41-17-10-308-006
41-17-10-304-003	41-17-10-306-019	41-17-10-308-007
41-17-10-304-004	41-17-10-306-022	41-17-10-308-008
41-17-10-304-005	41-17-10-306-023	41-17-10-308-010

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-10-308-011	41-17-10-351-005	41-17-10-355-002
41-17-10-308-012	41-17-10-351-006	41-17-10-355-003
41-17-10-308-013	41-17-10-351-007	41-17-10-355-004
41-17-10-308-014	41-17-10-351-008	41-17-10-355-005
41-17-10-308-015	41-17-10-351-010	41-17-10-355-006
41-17-10-308-016	41-17-10-351-011	41-17-10-355-007
41-17-10-308-017	41-17-10-351-012	41-17-10-355-008
41-17-10-308-018	41-17-10-351-013	41-17-10-355-009
41-17-10-308-019	41-17-10-352-001	41-17-10-355-010
41-17-10-308-020	41-17-10-352-002	41-17-10-355-011
41-17-10-326-001	41-17-10-352-003	41-17-10-356-001
41-17-10-326-002	41-17-10-352-004	41-17-10-356-002
41-17-10-326-003	41-17-10-352-005	41-17-10-356-003
41-17-10-326-007	41-17-10-352-006	41-17-10-356-004
41-17-10-326-008	41-17-10-352-007	41-17-10-356-005
41-17-10-326-009	41-17-10-352-008	41-17-10-356-006
41-17-10-326-010	41-17-10-352-009	41-17-10-356-007
41-17-10-326-011	41-17-10-352-010	41-17-10-356-008
41-17-10-326-012	41-17-10-352-011	41-17-10-356-009
41-17-10-326-013	41-17-10-353-001	41-17-10-356-010
41-17-10-326-014	41-17-10-353-002	41-17-10-356-011
41-17-10-326-015	41-17-10-353-003	41-17-10-356-012
41-17-10-326-017	41-17-10-353-004	41-17-10-357-001
41-17-10-326-018	41-17-10-353-005	41-17-10-357-002
41-17-10-327-001	41-17-10-353-006	41-17-10-357-003
41-17-10-327-002	41-17-10-353-007	41-17-10-357-006
41-17-10-327-003	41-17-10-353-008	41-17-10-357-007
41-17-10-327-004	41-17-10-353-009	41-17-10-357-008
41-17-10-327-005	41-17-10-353-010	41-17-10-357-010
41-17-10-327-006	41-17-10-353-011	41-17-10-357-011
41-17-10-327-007	41-17-10-353-012	41-17-10-357-012
41-17-10-327-009	41-17-10-354-001	41-17-10-357-013
41-17-10-327-010	41-17-10-354-002	41-17-10-357-014
41-17-10-327-011	41-17-10-354-003	41-17-10-358-001
41-17-10-327-012	41-17-10-354-006	41-17-10-358-002
41-17-10-327-013	41-17-10-354-007	41-17-10-358-003
41-17-10-327-016	41-17-10-354-008	41-17-10-358-004
41-17-10-327-017	41-17-10-354-009	41-17-10-358-005
41-17-10-327-018	41-17-10-354-010	41-17-10-358-006
41-17-10-327-021	41-17-10-354-011	41-17-10-358-007
41-17-10-327-022	41-17-10-354-012	41-17-10-358-008
41-17-10-351-001	41-17-10-354-013	41-17-10-358-009
41-17-10-351-002	41-17-10-354-014	41-17-10-358-010
41-17-10-351-003	41-17-10-355-001	41-17-10-358-011

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-10-358-012	41-17-11-128-006	41-17-11-129-024
41-17-10-358-013	41-17-11-128-007	41-17-11-129-025
41-17-10-358-014	41-17-11-128-011	41-17-11-129-026
41-17-10-358-015	41-17-11-128-012	41-17-11-129-027
41-17-10-358-016	41-17-11-128-013	41-17-11-129-028
41-17-10-358-017	41-17-11-128-014	41-17-11-129-029
41-17-10-376-001	41-17-11-128-015	41-17-11-129-030
41-17-10-376-002	41-17-11-128-016	41-17-11-129-031
41-17-10-376-003	41-17-11-128-017	41-17-11-129-032
41-17-10-376-004	41-17-11-128-018	41-17-11-129-033
41-17-10-376-005	41-17-11-128-019	41-17-11-129-034
41-17-11-126-029	41-17-11-128-020	41-17-11-129-035
41-17-11-127-003	41-17-11-128-021	41-17-11-129-036
41-17-11-127-004	41-17-11-128-022	41-17-11-129-039
41-17-11-127-005	41-17-11-128-025	41-17-11-129-040
41-17-11-127-006	41-17-11-128-026	41-17-11-129-042
41-17-11-127-007	41-17-11-128-027	41-17-11-129-043
41-17-11-127-010	41-17-11-128-028	41-17-11-129-044
41-17-11-127-011	41-17-11-128-029	41-17-11-129-045
41-17-11-127-012	41-17-11-128-030	41-17-11-129-046
41-17-11-127-017	41-17-11-128-031	41-17-11-129-048
41-17-11-127-018	41-17-11-128-032	41-17-11-129-049
41-17-11-127-019	41-17-11-128-033	41-17-11-129-050
41-17-11-127-023	41-17-11-128-034	41-17-11-131-006
41-17-11-127-024	41-17-11-128-035	41-17-11-131-016
41-17-11-127-025	41-17-11-128-036	41-17-11-131-018
41-17-11-127-026	41-17-11-128-037	41-17-11-132-007
41-17-11-127-027	41-17-11-128-038	41-17-11-176-005
41-17-11-127-028	41-17-11-128-041	41-17-11-402-034
41-17-11-127-029	41-17-11-128-046	41-17-11-402-035
41-17-11-127-030	41-17-11-128-047	41-17-11-402-036
41-17-11-127-033	41-17-11-128-050	41-17-11-402-037
41-17-11-127-037	41-17-11-128-051	41-17-11-402-038
41-17-11-127-038	41-17-11-129-007	41-17-11-402-039
41-17-11-127-039	41-17-11-129-008	41-17-11-402-040
41-17-11-127-040	41-17-11-129-009	41-17-11-402-041
41-17-11-127-043	41-17-11-129-010	41-17-11-402-042
41-17-11-127-045	41-17-11-129-011	41-17-11-402-046
41-17-11-127-047	41-17-11-129-014	41-17-11-404-001
41-17-11-127-048	41-17-11-129-015	41-17-11-404-007
41-17-11-127-049	41-17-11-129-016	41-17-11-404-008
41-17-11-127-050	41-17-11-129-019	41-17-11-404-009
41-17-11-127-051	41-17-11-129-020	41-17-11-451-001
41-17-11-128-005	41-17-11-129-021	41-17-11-451-002

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-11-451-003	41-17-11-452-033	41-17-14-254-041
41-17-11-451-004	41-17-11-452-034	41-17-14-279-001
41-17-11-451-005	41-17-11-453-002	41-17-14-279-002
41-17-11-451-009	41-17-11-453-003	41-17-14-279-003
41-17-11-451-010	41-17-11-453-004	41-17-14-279-004
41-17-11-451-011	41-17-11-453-005	41-17-14-279-005
41-17-11-451-012	41-17-11-453-006	41-17-14-279-006
41-17-11-451-013	41-17-11-453-007	41-17-14-279-007
41-17-11-451-014	41-17-11-453-008	41-17-14-279-008
41-17-11-451-015	41-17-11-453-009	41-17-14-279-009
41-17-11-451-016	41-17-11-453-010	41-17-14-279-010
41-17-11-451-017	41-17-11-453-011	41-17-14-279-011
41-17-11-451-021	41-17-11-453-012	41-17-14-279-012
41-17-11-452-001	41-17-11-453-013	41-17-14-279-013
41-17-11-452-002	41-17-11-453-014	41-17-14-279-014
41-17-11-452-003	41-17-11-476-045	41-17-14-279-015
41-17-11-452-004	41-17-14-254-007	41-17-14-279-016
41-17-11-452-005	41-17-14-254-008	41-17-14-279-017
41-17-11-452-006	41-17-14-254-009	41-17-14-279-018
41-17-11-452-007	41-17-14-254-010	41-17-14-279-019
41-17-11-452-008	41-17-14-254-011	41-17-14-279-020
41-17-11-452-009	41-17-14-254-012	41-17-14-279-021
41-17-11-452-010	41-17-14-254-013	41-17-14-279-022
41-17-11-452-011	41-17-14-254-014	41-17-14-279-023
41-17-11-452-012	41-17-14-254-015	41-17-14-279-024
41-17-11-452-013	41-17-14-254-016	41-17-14-279-025
41-17-11-452-014	41-17-14-254-017	41-17-14-279-026
41-17-11-452-015	41-17-14-254-018	41-17-14-279-027
41-17-11-452-016	41-17-14-254-019	41-17-14-279-028
41-17-11-452-018	41-17-14-254-020	41-17-14-279-029
41-17-11-452-019	41-17-14-254-021	41-17-14-279-030
41-17-11-452-020	41-17-14-254-028	41-17-14-279-031
41-17-11-452-021	41-17-14-254-029	41-17-14-279-032
41-17-11-452-022	41-17-14-254-030	41-17-14-279-033
41-17-11-452-023	41-17-14-254-031	41-17-14-279-034
41-17-11-452-024	41-17-14-254-032	41-17-14-279-034
41-17-11-452-025	41-17-14-254-033	41-17-14-279-035
41-17-11-452-026	41-17-14-254-034	41-17-14-279-036
41-17-11-452-027	41-17-14-254-035	41-17-14-279-037
41-17-11-452-028	41-17-14-254-036	41-17-14-279-038
41-17-11-452-029	41-17-14-254-037	41-17-14-279-039
41-17-11-452-030	41-17-14-254-038	41-17-14-279-040
41-17-11-452-031	41-17-14-254-039	41-17-14-279-041
41-17-11-452-032	41-17-14-254-040	41-17-14-279-043

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-14-279-044	41-17-14-426-005	41-17-23-176-023
41-17-14-279-045	41-17-14-426-006	41-17-23-176-024
41-17-14-279-046	41-17-14-426-007	41-17-23-176-025
41-17-14-401-002	41-17-14-426-008	41-17-23-176-026
41-17-14-401-004	41-17-14-426-009	41-17-23-177-011
41-17-14-401-005	41-17-14-426-010	41-17-23-177-012
41-17-14-401-006	41-17-14-426-011	41-17-23-177-025
41-17-14-401-009	41-17-14-426-012	41-17-23-177-026
41-17-14-401-009	41-17-14-426-013	41-17-23-177-032
41-17-14-401-010	41-17-14-426-014	41-17-23-178-012
41-17-14-401-010	41-17-14-426-016	41-17-23-178-024
41-17-14-401-011	41-17-14-426-017	41-17-23-178-025
41-17-14-401-011	41-17-14-426-018	41-17-23-178-026
41-17-14-401-012	41-17-14-426-019	41-17-23-178-027
41-17-14-401-012	41-17-14-426-021	41-17-23-178-029
41-17-14-401-013	41-17-14-426-022	41-17-23-179-012
41-17-14-401-013	41-17-14-426-023	41-17-23-179-013
41-17-14-401-014	41-17-14-426-024	41-17-23-179-022
41-17-14-401-014	41-17-14-426-025	41-17-23-179-024
41-17-14-401-015	41-17-14-426-026	41-17-23-179-025
41-17-14-401-016	41-17-14-426-027	41-17-23-179-028
41-17-14-401-017	41-17-14-426-028	41-17-23-180-013
41-17-14-401-017	41-17-14-426-029	41-17-23-180-017
41-17-14-401-018	41-17-14-426-030	41-17-23-251-011
41-17-14-401-019	41-17-14-426-031	41-17-23-251-012
41-17-14-401-020	41-17-14-426-032	41-17-23-251-013
41-17-14-401-021	41-17-14-426-033	41-17-23-251-014
41-17-14-401-022	41-17-14-426-034	41-17-23-252-011
41-17-14-401-023	41-17-14-426-035	41-17-23-252-029
41-17-14-401-024	41-17-14-426-036	41-17-23-252-030
41-17-14-401-025	41-17-14-426-037	41-17-23-252-031
41-17-14-401-026	41-17-14-426-039	41-17-23-252-032
41-17-14-401-029	41-17-14-426-040	41-17-23-303-036
41-17-14-401-030	41-17-14-426-041	41-17-23-303-046
41-17-14-401-031	41-17-14-426-042	41-17-23-303-047
41-17-14-401-037	41-17-21-451-038	41-17-23-303-047
41-17-14-401-038	41-17-21-451-038	41-17-23-326-001
41-17-14-401-038	41-17-23-154-010	41-17-23-326-002
41-17-14-426-001	41-17-23-154-011	41-17-23-326-003
41-17-14-426-001	41-17-23-154-023	41-17-23-326-004
41-17-14-426-002	41-17-23-154-029	41-17-23-326-005
41-17-14-426-003	41-17-23-154-030	41-17-23-326-006
41-17-14-426-003	41-17-23-176-011	41-17-23-326-007
41-17-14-426-004	41-17-23-176-012	41-17-23-326-008

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-23-326-009	41-17-23-327-033	41-17-23-328-048
41-17-23-326-010	41-17-23-327-034	41-17-23-328-048
41-17-23-326-011	41-17-23-327-035	41-17-23-328-050
41-17-23-326-012	41-17-23-327-036	41-17-23-328-051
41-17-23-326-013	41-17-23-327-037	41-17-23-329-001
41-17-23-326-014	41-17-23-327-038	41-17-23-329-001
41-17-23-326-015	41-17-23-327-039	41-17-23-329-002
41-17-23-326-016	41-17-23-328-002	41-17-23-329-003
41-17-23-326-017	41-17-23-328-003	41-17-23-329-004
41-17-23-326-018	41-17-23-328-004	41-17-23-329-005
41-17-23-327-001	41-17-23-328-005	41-17-23-329-006
41-17-23-327-002	41-17-23-328-006	41-17-23-329-007
41-17-23-327-002	41-17-23-328-007	41-17-23-329-008
41-17-23-327-003	41-17-23-328-008	41-17-23-329-009
41-17-23-327-003	41-17-23-328-009	41-17-23-329-010
41-17-23-327-004	41-17-23-328-010	41-17-23-329-011
41-17-23-327-005	41-17-23-328-011	41-17-23-329-012
41-17-23-327-006	41-17-23-328-012	41-17-23-329-013
41-17-23-327-007	41-17-23-328-013	41-17-23-329-014
41-17-23-327-008	41-17-23-328-014	41-17-23-329-015
41-17-23-327-009	41-17-23-328-015	41-17-23-329-016
41-17-23-327-010	41-17-23-328-016	41-17-23-329-017
41-17-23-327-011	41-17-23-328-017	41-17-23-329-018
41-17-23-327-012	41-17-23-328-018	41-17-23-329-019
41-17-23-327-013	41-17-23-328-019	41-17-23-329-020
41-17-23-327-014	41-17-23-328-019	41-17-23-329-022
41-17-23-327-015	41-17-23-328-020	41-17-23-329-023
41-17-23-327-016	41-17-23-328-021	41-17-23-329-024
41-17-23-327-017	41-17-23-328-022	41-17-23-329-025
41-17-23-327-018	41-17-23-328-023	41-17-23-329-026
41-17-23-327-019	41-17-23-328-024	41-17-23-329-027
41-17-23-327-020	41-17-23-328-025	41-17-23-329-028
41-17-23-327-021	41-17-23-328-026	41-17-23-329-029
41-17-23-327-022	41-17-23-328-027	41-17-23-329-030
41-17-23-327-023	41-17-23-328-028	41-17-23-329-031
41-17-23-327-024	41-17-23-328-029	41-17-23-329-032
41-17-23-327-025	41-17-23-328-030	41-17-23-329-033
41-17-23-327-026	41-17-23-328-031	41-17-23-329-034
41-17-23-327-027	41-17-23-328-032	41-17-23-329-035
41-17-23-327-028	41-17-23-328-033	41-17-23-330-001
41-17-23-327-029	41-17-23-328-034	41-17-23-330-002
41-17-23-327-030	41-17-23-328-035	41-17-23-330-003
41-17-23-327-031	41-17-23-328-036	41-17-23-330-004
41-17-23-327-032	41-17-23-328-037	41-17-23-330-005

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-23-330-006	41-17-23-402-012	41-17-25-251-014
41-17-23-330-007	41-17-23-402-013	41-17-25-253-001
41-17-23-330-008	41-17-23-402-014	41-17-25-253-002
41-17-23-330-009	41-17-23-402-015	41-17-25-253-003
41-17-23-330-010	41-17-23-402-016	41-17-25-253-004
41-17-23-330-011	41-17-23-402-017	41-17-25-253-005
41-17-23-330-012	41-17-23-402-018	41-17-25-253-006
41-17-23-330-013	41-17-23-402-019	41-17-25-253-007
41-17-23-330-014	41-17-23-402-020	41-17-25-253-008
41-17-23-330-015	41-17-23-402-021	41-17-25-253-009
41-17-23-330-016	41-17-23-402-022	41-17-25-253-010
41-17-23-330-017	41-17-23-402-023	41-17-25-253-011
41-17-23-353-001	41-17-23-402-024	41-17-25-253-012
41-17-23-353-002	41-17-23-402-025	41-17-25-253-013
41-17-23-353-003	41-17-23-402-026	41-17-25-253-014
41-17-23-353-004	41-17-23-427-001	41-17-25-253-015
41-17-23-353-005	41-17-23-427-002	41-17-25-253-016
41-17-23-353-006	41-17-23-427-003	41-17-25-253-017
41-17-23-401-001	41-17-23-427-004	41-17-25-253-018
41-17-23-401-002	41-17-23-427-005	41-17-25-253-019
41-17-23-401-003	41-17-23-427-006	41-17-25-253-020
41-17-23-401-004	41-17-23-427-007	41-17-25-253-021
41-17-23-401-005	41-17-23-427-008	41-17-25-253-022
41-17-23-401-006	41-17-23-427-009	41-17-25-253-023
41-17-23-401-007	41-17-23-427-010	41-17-25-253-024
41-17-23-401-008	41-17-23-427-011	41-17-25-253-025
41-17-23-401-009	41-17-23-427-012	41-17-25-253-026
41-17-23-401-010	41-17-23-427-013	41-17-25-253-027
41-17-23-401-011	41-17-23-427-014	41-17-25-253-028
41-17-23-401-012	41-17-23-427-015	41-17-25-253-029
41-17-23-401-013	41-17-23-427-016	41-17-25-253-030
41-17-23-401-014	41-17-23-427-017	41-17-25-253-031
41-17-23-401-015	41-17-23-476-002	41-17-25-253-032
41-17-23-401-016	41-17-23-476-003	41-17-25-253-033
41-17-23-401-017	41-17-23-476-004	41-17-25-253-034
41-17-23-401-018	41-17-23-476-005	41-17-25-253-035
41-17-23-401-019	41-17-23-476-006	41-17-25-253-036
41-17-23-401-020	41-17-23-476-007	41-17-25-253-037
41-17-23-402-001	41-17-23-476-008	41-17-25-253-038
41-17-23-402-002	41-17-23-476-015	41-17-25-253-039
41-17-23-402-008	41-17-23-476-016	41-17-25-253-040
41-17-23-402-009	41-17-23-476-017	41-17-25-253-041
41-17-23-402-010	41-17-23-476-018	41-17-25-253-042
41-17-23-402-011	41-17-23-476-042	41-17-25-254-001

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-25-254-002	41-17-25-255-011	41-17-26-156-004
41-17-25-254-003	41-17-25-255-012	41-17-26-156-005
41-17-25-254-004	41-17-25-255-013	41-17-26-156-006
41-17-25-254-005	41-17-25-255-016	41-17-26-156-007
41-17-25-254-006	41-17-25-255-017	41-17-26-156-008
41-17-25-254-007	41-17-25-255-018	41-17-26-156-011
41-17-25-254-008	41-17-25-255-019	41-17-26-156-012
41-17-25-254-009	41-17-25-255-020	41-17-26-156-013
41-17-25-254-010	41-17-25-255-023	41-17-26-156-014
41-17-25-254-011	41-17-25-255-024	41-17-26-156-015
41-17-25-254-012	41-17-25-255-025	41-17-26-156-016
41-17-25-254-013	41-17-25-255-026	41-17-26-156-020
41-17-25-254-014	41-17-25-255-027	41-17-26-156-021
41-17-25-254-015	41-17-25-255-028	41-17-26-156-023
41-17-25-254-016	41-17-25-401-028	41-17-26-156-024
41-17-25-254-017	41-17-25-503-001	41-17-26-156-025
41-17-25-254-020	41-17-26-101-079	41-17-26-156-026
41-17-25-254-021	41-17-26-151-017	41-17-26-156-027
41-17-25-254-022	41-17-26-151-018	41-17-26-156-028
41-17-25-254-023	41-17-26-152-010	41-17-26-156-029
41-17-25-254-024	41-17-26-154-003	41-17-26-156-030
41-17-25-254-025	41-17-26-154-004	41-17-26-156-031
41-17-25-254-026	41-17-26-154-005	41-17-26-156-032
41-17-25-254-029	41-17-26-154-008	41-17-26-157-002
41-17-25-254-030	41-17-26-154-009	41-17-26-157-003
41-17-25-254-033	41-17-26-154-010	41-17-26-157-004
41-17-25-254-034	41-17-26-154-012	41-17-26-157-005
41-17-25-254-035	41-17-26-154-013	41-17-26-157-006
41-17-25-254-038	41-17-26-154-014	41-17-26-157-011
41-17-25-254-039	41-17-26-154-015	41-17-26-157-012
41-17-25-254-040	41-17-26-154-017	41-17-26-157-013
41-17-25-254-041	41-17-26-154-018	41-17-26-157-014
41-17-25-254-042	41-17-26-154-019	41-17-26-301-008
41-17-25-254-043	41-17-26-154-022	41-17-26-301-009
41-17-25-254-044	41-17-26-154-023	41-17-26-301-010
41-17-25-254-045	41-17-26-154-024	41-17-26-301-011
41-17-25-254-046	41-17-26-154-025	41-17-26-301-012
41-17-25-254-047	41-17-26-154-026	41-17-26-301-013
41-17-25-254-048	41-17-26-154-027	41-17-26-301-014
41-17-25-255-004	41-17-26-154-028	41-17-26-301-015
41-17-25-255-005	41-17-26-155-001	41-17-26-301-016
41-17-25-255-006	41-17-26-155-002	41-17-26-301-017
41-17-25-255-007	41-17-26-155-005	41-17-26-301-027
41-17-25-255-010	41-17-26-156-003	41-17-26-301-028

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-26-301-029	41-17-26-305-007	41-17-27-456-006
41-17-26-301-030	41-17-26-305-008	41-17-27-461-006
41-17-26-301-031	41-17-26-305-009	41-17-27-461-007
41-17-26-301-032	41-17-26-305-010	41-17-27-470-020
41-17-26-301-033	41-17-26-305-011	41-17-27-470-022
41-17-26-302-005	41-17-26-305-012	41-17-27-472-001
41-17-26-302-006	41-17-26-305-013	41-17-27-472-002
41-17-26-302-007	41-17-26-305-014	41-17-27-472-003
41-17-26-302-008	41-17-26-305-015	41-17-27-472-004
41-17-26-302-009	41-17-26-305-016	41-17-27-472-005
41-17-26-302-010	41-17-26-305-017	41-17-27-472-006
41-17-26-302-011	41-17-26-305-018	41-17-27-474-001
41-17-26-302-012	41-17-26-305-019	41-17-27-474-009
41-17-26-302-013	41-17-26-305-020	41-17-27-474-010
41-17-26-302-014	41-17-26-305-021	41-17-27-474-011
41-17-26-302-015	41-17-26-305-022	41-17-27-474-012
41-17-26-302-016	41-17-26-305-023	41-17-27-474-013
41-17-26-302-020	41-17-26-305-024	41-17-27-474-014
41-17-26-302-021	41-17-26-305-025	41-17-27-474-015
41-17-26-302-022	41-17-26-305-026	41-17-27-474-016
41-17-26-302-023	41-17-26-305-027	41-17-27-474-020
41-17-26-302-024	41-17-26-305-028	41-17-27-474-021
41-17-26-302-025	41-17-26-401-001	41-17-27-474-022
41-17-26-302-026	41-17-27-101-019	41-17-27-474-023
41-17-26-302-027	41-17-27-101-022	41-17-27-474-024
41-17-26-304-001	41-17-27-101-027	41-17-27-474-025
41-17-26-304-008	41-17-27-110-001	41-17-27-474-026
41-17-26-304-009	41-17-27-110-002	41-17-27-474-030
41-17-26-304-010	41-17-27-110-003	41-17-27-474-035
41-17-26-304-011	41-17-27-110-004	41-17-27-476-019
41-17-26-304-012	41-17-27-110-005	41-17-27-476-020
41-17-26-304-013	41-17-27-110-006	41-17-27-476-021
41-17-26-304-016	41-17-27-110-007	41-17-27-476-022
41-17-26-304-017	41-17-27-110-008	41-17-27-476-023
41-17-26-304-018	41-17-27-110-009	41-17-27-476-026
41-17-26-304-019	41-17-27-110-010	41-17-27-476-028
41-17-26-304-020	41-17-27-110-011	41-17-27-476-029
41-17-26-304-022	41-17-27-110-012	41-17-27-476-030
41-17-26-305-001	41-17-27-110-013	41-17-27-476-032
41-17-26-305-002	41-17-27-110-014	41-17-27-476-035
41-17-26-305-003	41-17-27-110-015	41-17-27-476-036
41-17-26-305-004	41-17-27-110-016	41-17-27-476-037
41-17-26-305-005	41-17-27-110-017	41-17-27-476-039
41-17-26-305-006	41-17-27-110-018	41-17-27-476-040

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-27-476-041	41-17-28-426-005
41-17-27-476-042	41-17-28-426-006
41-17-28-284-008	41-17-28-426-019
41-17-28-284-009	41-17-28-426-022
41-17-28-284-010	41-17-28-426-024
41-17-28-290-001	41-17-28-426-025
41-17-28-290-002	41-17-28-426-026
41-17-28-290-003	41-17-28-426-027
41-17-28-290-004	41-17-28-426-028
41-17-28-290-005	41-17-28-427-001
41-17-28-290-006	41-17-28-427-002
41-17-28-290-007	41-17-28-427-013
41-17-28-290-008	41-17-28-427-015
41-17-28-290-009	41-17-28-427-016
41-17-28-290-010	41-17-28-427-017
41-17-28-290-011	41-17-28-427-018
41-17-28-290-012	41-17-28-427-019
41-17-28-290-013	41-17-28-427-020
41-17-28-290-014	41-17-28-427-021
41-17-28-290-015	41-17-28-427-022
41-17-28-425-003	41-17-28-427-023
41-17-28-425-004	41-17-28-427-024
41-17-28-425-005	41-17-28-427-025
41-17-28-425-006	41-17-28-427-026
41-17-28-425-007	41-17-28-427-027
41-17-28-425-008	41-17-28-427-028
41-17-28-425-009	41-17-28-427-029
41-17-28-425-010	41-17-28-427-030
41-17-28-425-011	41-17-28-428-001
41-17-28-425-012	41-17-28-428-002
41-17-28-425-013	41-17-28-428-003
41-17-28-425-014	41-17-28-428-004
41-17-28-425-015	41-17-28-428-006
41-17-28-425-016	41-17-28-428-007
41-17-28-425-017	41-17-28-428-008
41-17-28-425-018	41-17-28-428-009
41-17-28-425-019	41-17-28-428-018
41-17-28-425-020	41-17-28-428-019
41-17-28-425-023	41-17-28-428-020
41-17-28-425-024	41-17-28-428-021
41-17-28-426-001	41-17-28-476-004
41-17-28-426-002	41-17-28-476-005
41-17-28-426-003	41-17-28-476-016
41-17-28-426-004	41-17-28-476-017

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING TO CONFIRM THE SPECIAL ASSESSMENT ROLL FOR THE PURPOSE OF PROVIDING AN AERIAL INSECTICIDE SPRAY FOR A GYPSY MOTH SUPPRESSION PROGRAM, SPECIAL ASSESSMENT ROLL 16-797

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The special assessment roll shall be filed in the office of the City Clerk for public examination.
2. The City Council shall meet at Wyoming City Hall, 1155-28th Street SW, Wyoming, Michigan, on May 2, 2016, 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 HEARING TO REVIEW AND CONFIRM
SPECIAL ASSESSMENT ROLL 16-797
TO THE OWNERS OF THE LOTS AND PARCELS OF LAND INCLUDED FOR
AERIAL INSECTICIDE SPRAY FOR A GYPSY MOTH SUPPRESSION PROGRAM

The City Council intends to provide Aerial Insecticide Spray for a Gypsy Moth Suppression Program, Special Assessment 16-797. The City Council intends to defray all of the costs of the above described public improvement by special assessment of \$91.00 per treated acre against the described property.

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.

The City Council will meet at Wyoming City Hall, 1155-28th Street SW, Wyoming, Michigan, on May 2, 2016, at 7:03 p.m., for the purpose of hearing all persons to be affected by the proposed public improvement.

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Aerial Spray Map

Parcel List

Resolution No. _____

City of Wyoming Gypsy Moth Spray Survey Report for 2016 Season



Shaded Areas are Recommended
for Aerial Spray in Spring 2016



— City Boundary
2015 Aquatic Consulting Services

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-797

41-17-10-301-014
41-17-10-302-013
41-17-10-306-051
41-17-10-306-056
41-17-10-307-016
41-17-10-327-008
41-17-11-131-016
41-17-11-131-019
41-17-11-176-005
41-17-11-176-005
41-17-11-451-021
41-17-11-453-001
41-17-11-453-026
41-17-11-453-031
41-17-21-451-038
41-17-23-301-006
41-17-23-303-035
41-17-23-326-001
41-17-23-329-035
41-17-23-329-036
41-17-23-330-002
41-17-23-376-001
41-17-23-428-002
41-17-25-251-016
41-17-26-154-002
41-17-26-154-029
41-17-26-157-015
41-17-27-101-019
41-17-27-101-022
41-17-27-470-005
41-17-27-470-021
41-17-27-476-018
41-17-27-476-024
41-17-27-476-025
41-17-27-476-027
41-17-27-476-031
41-17-27-476-033
41-17-27-477-001
41-17-28-401-008

RESOLUTION NO. _____

RESOLUTION TO DECLARE THE NECESSITY OF ESTABLISHING A SPECIAL
ASSESSMENT DISTRICT FOR THE PURPOSE OF PROVIDING AERIAL INSECTICIDE
SPRAY FOR A GYPSY MOTH SUPPRESSION PROGRAM,
SPECIAL ASSESSMENT ROLL 16-796

WHEREAS:

1. The City Council, after due and legal notice, has met and heard all persons to be affected by the proposed public improvement, hereafter described as: Aerial Insecticide Spray for a Gypsy Moth Suppression Program – Special Assessment Roll 16-796.
2. Any objections offered by those persons owning property to be assessed for this improvement were not deemed by the Council to render the improvement inadvisable, unnecessary or improper.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council determines to make the following public improvement and to defray all costs by special assessment upon the property specifically benefitted: City of Wyoming Gypsy Moth Suppression Program 2016, Special Assessment Roll 16-796.
2. The City Council approves the plans and specifications for the aforesaid public improvement to be approximately \$40,000.00.
3. The City Council determines that of the total estimated cost, the sum of \$27.00 per parcel is to be paid through special assessment upon the property specifically benefitted, and that all additional related costs shall be the obligation of the City at large because of the benefit to each.
4. The City Council determines that the special assessment upon the property specifically benefitted shall remain active but deferred until the completion of the aerial spray. At the time of completion of the aerial spray, the special assessment shall be billed with the City tax bill in one (1) one-time installment and shall be due and payable on August 31, in the year after completion of the aerial spray. Interest on the unpaid balance will be added as provided in the City Charter in the same manner as interest on late payment of taxes
5. The City Council designates the following described property as the special assessment district upon which the special assessment shall be levied: (See Attached Parcel List)
6. The City Manager shall direct the City Assessor to prepare a Special Assessment Roll, including all lots and parcels of land within the special assessment district as designated, and the Assessor shall assess to each lot or parcel of land, the fee of \$27.00 to be levied against all lands in the special assessment district, as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
7. When the Assessor has completed the assessment roll, he shall file the assessment roll with the City Clerk, as required by Section 66-9 of the Code of the City of Wyoming.
8. Property owners may appeal the assessment to the Michigan Tax Tribunal within 30 days after confirmation of the assessment roll. Appearance and protest at the local hearing is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal. An owner or party in interest, or his agent, may appear in person at the hearing, or may file his appearance or protest by letter and his personal appearance shall not be required.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Aerial Spray Map
Parcel List

Resolution No. _____

City of Wyoming Gypsy Moth Spray Survey Report for 2016 Season



Shaded Areas are Recommended
for Aerial Spray in Spring 2016



— City Boundary
2015 Aquatic Consulting Services

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-09-430-003	41-17-10-304-006	41-17-10-306-024
41-17-09-430-005	41-17-10-304-007	41-17-10-306-027
41-17-09-430-006	41-17-10-304-008	41-17-10-306-028
41-17-09-430-007	41-17-10-304-009	41-17-10-306-029
41-17-09-430-008	41-17-10-304-010	41-17-10-306-030
41-17-09-430-009	41-17-10-304-011	41-17-10-306-031
41-17-09-430-010	41-17-10-304-012	41-17-10-306-032
41-17-09-476-034	41-17-10-304-013	41-17-10-306-033
41-17-10-301-008	41-17-10-304-014	41-17-10-306-034
41-17-10-301-010	41-17-10-304-015	41-17-10-306-035
41-17-10-301-010	41-17-10-304-016	41-17-10-306-036
41-17-10-301-013	41-17-10-305-001	41-17-10-306-037
41-17-10-301-014	41-17-10-305-002	41-17-10-306-038
41-17-10-302-002	41-17-10-305-003	41-17-10-306-039
41-17-10-302-004	41-17-10-305-004	41-17-10-306-040
41-17-10-302-005	41-17-10-305-005	41-17-10-306-041
41-17-10-302-006	41-17-10-305-006	41-17-10-306-042
41-17-10-302-007	41-17-10-305-007	41-17-10-306-043
41-17-10-302-008	41-17-10-305-008	41-17-10-306-044
41-17-10-302-009	41-17-10-305-009	41-17-10-306-045
41-17-10-302-010	41-17-10-305-012	41-17-10-306-047
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
41-17-10-303-001	41-17-10-305-015	41-17-10-307-002
41-17-10-303-004	41-17-10-305-016	41-17-10-307-004
41-17-10-303-006	41-17-10-305-017	41-17-10-307-005
41-17-10-303-007	41-17-10-305-018	41-17-10-307-006
41-17-10-303-008	41-17-10-306-005	41-17-10-307-007
41-17-10-303-009	41-17-10-306-006	41-17-10-307-008
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41-17-10-303-012	41-17-10-306-008	41-17-10-307-011
41-17-10-303-013	41-17-10-306-009	41-17-10-307-012
41-17-10-303-014	41-17-10-306-010	41-17-10-307-013
41-17-10-303-015	41-17-10-306-011	41-17-10-307-014
41-17-10-303-016	41-17-10-306-012	41-17-10-307-016
41-17-10-303-017	41-17-10-306-013	41-17-10-308-001
41-17-10-303-018	41-17-10-306-014	41-17-10-308-002
41-17-10-303-019	41-17-10-306-015	41-17-10-308-003
41-17-10-303-020	41-17-10-306-016	41-17-10-308-004
41-17-10-303-021	41-17-10-306-017	41-17-10-308-005
41-17-10-304-001	41-17-10-306-018	41-17-10-308-006
41-17-10-304-003	41-17-10-306-019	41-17-10-308-007
41-17-10-304-004	41-17-10-306-022	41-17-10-308-008
41-17-10-304-005	41-17-10-306-023	41-17-10-308-010

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-10-308-011	41-17-10-351-005	41-17-10-355-002
41-17-10-308-012	41-17-10-351-006	41-17-10-355-003
41-17-10-308-013	41-17-10-351-007	41-17-10-355-004
41-17-10-308-014	41-17-10-351-008	41-17-10-355-005
41-17-10-308-015	41-17-10-351-010	41-17-10-355-006
41-17-10-308-016	41-17-10-351-011	41-17-10-355-007
41-17-10-308-017	41-17-10-351-012	41-17-10-355-008
41-17-10-308-018	41-17-10-351-013	41-17-10-355-009
41-17-10-308-019	41-17-10-352-001	41-17-10-355-010
41-17-10-308-020	41-17-10-352-002	41-17-10-355-011
41-17-10-326-001	41-17-10-352-003	41-17-10-356-001
41-17-10-326-002	41-17-10-352-004	41-17-10-356-002
41-17-10-326-003	41-17-10-352-005	41-17-10-356-003
41-17-10-326-007	41-17-10-352-006	41-17-10-356-004
41-17-10-326-008	41-17-10-352-007	41-17-10-356-005
41-17-10-326-009	41-17-10-352-008	41-17-10-356-006
41-17-10-326-010	41-17-10-352-009	41-17-10-356-007
41-17-10-326-011	41-17-10-352-010	41-17-10-356-008
41-17-10-326-012	41-17-10-352-011	41-17-10-356-009
41-17-10-326-013	41-17-10-353-001	41-17-10-356-010
41-17-10-326-014	41-17-10-353-002	41-17-10-356-011
41-17-10-326-015	41-17-10-353-003	41-17-10-356-012
41-17-10-326-017	41-17-10-353-004	41-17-10-357-001
41-17-10-326-018	41-17-10-353-005	41-17-10-357-002
41-17-10-327-001	41-17-10-353-006	41-17-10-357-003
41-17-10-327-002	41-17-10-353-007	41-17-10-357-006
41-17-10-327-003	41-17-10-353-008	41-17-10-357-007
41-17-10-327-004	41-17-10-353-009	41-17-10-357-008
41-17-10-327-005	41-17-10-353-010	41-17-10-357-010
41-17-10-327-006	41-17-10-353-011	41-17-10-357-011
41-17-10-327-007	41-17-10-353-012	41-17-10-357-012
41-17-10-327-009	41-17-10-354-001	41-17-10-357-013
41-17-10-327-010	41-17-10-354-002	41-17-10-357-014
41-17-10-327-011	41-17-10-354-003	41-17-10-358-001
41-17-10-327-012	41-17-10-354-006	41-17-10-358-002
41-17-10-327-013	41-17-10-354-007	41-17-10-358-003
41-17-10-327-016	41-17-10-354-008	41-17-10-358-004
41-17-10-327-017	41-17-10-354-009	41-17-10-358-005
41-17-10-327-018	41-17-10-354-010	41-17-10-358-006
41-17-10-327-021	41-17-10-354-011	41-17-10-358-007
41-17-10-327-022	41-17-10-354-012	41-17-10-358-008
41-17-10-351-001	41-17-10-354-013	41-17-10-358-009
41-17-10-351-002	41-17-10-354-014	41-17-10-358-010
41-17-10-351-003	41-17-10-355-001	41-17-10-358-011

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-10-358-012	41-17-11-128-006	41-17-11-129-024
41-17-10-358-013	41-17-11-128-007	41-17-11-129-025
41-17-10-358-014	41-17-11-128-011	41-17-11-129-026
41-17-10-358-015	41-17-11-128-012	41-17-11-129-027
41-17-10-358-016	41-17-11-128-013	41-17-11-129-028
41-17-10-358-017	41-17-11-128-014	41-17-11-129-029
41-17-10-376-001	41-17-11-128-015	41-17-11-129-030
41-17-10-376-002	41-17-11-128-016	41-17-11-129-031
41-17-10-376-003	41-17-11-128-017	41-17-11-129-032
41-17-10-376-004	41-17-11-128-018	41-17-11-129-033
41-17-10-376-005	41-17-11-128-019	41-17-11-129-034
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41-17-11-127-005	41-17-11-128-025	41-17-11-129-040
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41-17-11-127-047	41-17-11-129-014	41-17-11-404-001
41-17-11-127-048	41-17-11-129-015	41-17-11-404-007
41-17-11-127-049	41-17-11-129-016	41-17-11-404-008
41-17-11-127-050	41-17-11-129-019	41-17-11-404-009
41-17-11-127-051	41-17-11-129-020	41-17-11-451-001
41-17-11-128-005	41-17-11-129-021	41-17-11-451-002

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-11-451-003	41-17-11-452-033	41-17-14-254-041
41-17-11-451-004	41-17-11-452-034	41-17-14-279-001
41-17-11-451-005	41-17-11-453-002	41-17-14-279-002
41-17-11-451-009	41-17-11-453-003	41-17-14-279-003
41-17-11-451-010	41-17-11-453-004	41-17-14-279-004
41-17-11-451-011	41-17-11-453-005	41-17-14-279-005
41-17-11-451-012	41-17-11-453-006	41-17-14-279-006
41-17-11-451-013	41-17-11-453-007	41-17-14-279-007
41-17-11-451-014	41-17-11-453-008	41-17-14-279-008
41-17-11-451-015	41-17-11-453-009	41-17-14-279-009
41-17-11-451-016	41-17-11-453-010	41-17-14-279-010
41-17-11-451-017	41-17-11-453-011	41-17-14-279-011
41-17-11-451-021	41-17-11-453-012	41-17-14-279-012
41-17-11-452-001	41-17-11-453-013	41-17-14-279-013
41-17-11-452-002	41-17-11-453-014	41-17-14-279-014
41-17-11-452-003	41-17-11-476-045	41-17-14-279-015
41-17-11-452-004	41-17-14-254-007	41-17-14-279-016
41-17-11-452-005	41-17-14-254-008	41-17-14-279-017
41-17-11-452-006	41-17-14-254-009	41-17-14-279-018
41-17-11-452-007	41-17-14-254-010	41-17-14-279-019
41-17-11-452-008	41-17-14-254-011	41-17-14-279-020
41-17-11-452-009	41-17-14-254-012	41-17-14-279-021
41-17-11-452-010	41-17-14-254-013	41-17-14-279-022
41-17-11-452-011	41-17-14-254-014	41-17-14-279-023
41-17-11-452-012	41-17-14-254-015	41-17-14-279-024
41-17-11-452-013	41-17-14-254-016	41-17-14-279-025
41-17-11-452-014	41-17-14-254-017	41-17-14-279-026
41-17-11-452-015	41-17-14-254-018	41-17-14-279-027
41-17-11-452-016	41-17-14-254-019	41-17-14-279-028
41-17-11-452-018	41-17-14-254-020	41-17-14-279-029
41-17-11-452-019	41-17-14-254-021	41-17-14-279-030
41-17-11-452-020	41-17-14-254-028	41-17-14-279-031
41-17-11-452-021	41-17-14-254-029	41-17-14-279-032
41-17-11-452-022	41-17-14-254-030	41-17-14-279-033
41-17-11-452-023	41-17-14-254-031	41-17-14-279-034
41-17-11-452-024	41-17-14-254-032	41-17-14-279-034
41-17-11-452-025	41-17-14-254-033	41-17-14-279-035
41-17-11-452-026	41-17-14-254-034	41-17-14-279-036
41-17-11-452-027	41-17-14-254-035	41-17-14-279-037
41-17-11-452-028	41-17-14-254-036	41-17-14-279-038
41-17-11-452-029	41-17-14-254-037	41-17-14-279-039
41-17-11-452-030	41-17-14-254-038	41-17-14-279-040
41-17-11-452-031	41-17-14-254-039	41-17-14-279-041
41-17-11-452-032	41-17-14-254-040	41-17-14-279-043

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-14-279-044	41-17-14-426-005	41-17-23-176-023
41-17-14-279-045	41-17-14-426-006	41-17-23-176-024
41-17-14-279-046	41-17-14-426-007	41-17-23-176-025
41-17-14-401-002	41-17-14-426-008	41-17-23-176-026
41-17-14-401-004	41-17-14-426-009	41-17-23-177-011
41-17-14-401-005	41-17-14-426-010	41-17-23-177-012
41-17-14-401-006	41-17-14-426-011	41-17-23-177-025
41-17-14-401-009	41-17-14-426-012	41-17-23-177-026
41-17-14-401-009	41-17-14-426-013	41-17-23-177-032
41-17-14-401-010	41-17-14-426-014	41-17-23-178-012
41-17-14-401-010	41-17-14-426-016	41-17-23-178-024
41-17-14-401-011	41-17-14-426-017	41-17-23-178-025
41-17-14-401-011	41-17-14-426-018	41-17-23-178-026
41-17-14-401-012	41-17-14-426-019	41-17-23-178-027
41-17-14-401-012	41-17-14-426-021	41-17-23-178-029
41-17-14-401-013	41-17-14-426-022	41-17-23-179-012
41-17-14-401-013	41-17-14-426-023	41-17-23-179-013
41-17-14-401-014	41-17-14-426-024	41-17-23-179-022
41-17-14-401-014	41-17-14-426-025	41-17-23-179-024
41-17-14-401-015	41-17-14-426-026	41-17-23-179-025
41-17-14-401-016	41-17-14-426-027	41-17-23-179-028
41-17-14-401-017	41-17-14-426-028	41-17-23-180-013
41-17-14-401-017	41-17-14-426-029	41-17-23-180-017
41-17-14-401-018	41-17-14-426-030	41-17-23-251-011
41-17-14-401-019	41-17-14-426-031	41-17-23-251-012
41-17-14-401-020	41-17-14-426-032	41-17-23-251-013
41-17-14-401-021	41-17-14-426-033	41-17-23-251-014
41-17-14-401-022	41-17-14-426-034	41-17-23-252-011
41-17-14-401-023	41-17-14-426-035	41-17-23-252-029
41-17-14-401-024	41-17-14-426-036	41-17-23-252-030
41-17-14-401-025	41-17-14-426-037	41-17-23-252-031
41-17-14-401-026	41-17-14-426-039	41-17-23-252-032
41-17-14-401-029	41-17-14-426-040	41-17-23-303-036
41-17-14-401-030	41-17-14-426-041	41-17-23-303-046
41-17-14-401-031	41-17-14-426-042	41-17-23-303-047
41-17-14-401-037	41-17-21-451-038	41-17-23-303-047
41-17-14-401-038	41-17-21-451-038	41-17-23-326-001
41-17-14-401-038	41-17-23-154-010	41-17-23-326-002
41-17-14-426-001	41-17-23-154-011	41-17-23-326-003
41-17-14-426-001	41-17-23-154-023	41-17-23-326-004
41-17-14-426-002	41-17-23-154-029	41-17-23-326-005
41-17-14-426-003	41-17-23-154-030	41-17-23-326-006
41-17-14-426-003	41-17-23-176-011	41-17-23-326-007
41-17-14-426-004	41-17-23-176-012	41-17-23-326-008

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-23-326-009	41-17-23-327-033	41-17-23-328-048
41-17-23-326-010	41-17-23-327-034	41-17-23-328-048
41-17-23-326-011	41-17-23-327-035	41-17-23-328-050
41-17-23-326-012	41-17-23-327-036	41-17-23-328-051
41-17-23-326-013	41-17-23-327-037	41-17-23-329-001
41-17-23-326-014	41-17-23-327-038	41-17-23-329-001
41-17-23-326-015	41-17-23-327-039	41-17-23-329-002
41-17-23-326-016	41-17-23-328-002	41-17-23-329-003
41-17-23-326-017	41-17-23-328-003	41-17-23-329-004
41-17-23-326-018	41-17-23-328-004	41-17-23-329-005
41-17-23-327-001	41-17-23-328-005	41-17-23-329-006
41-17-23-327-002	41-17-23-328-006	41-17-23-329-007
41-17-23-327-002	41-17-23-328-007	41-17-23-329-008
41-17-23-327-003	41-17-23-328-008	41-17-23-329-009
41-17-23-327-003	41-17-23-328-009	41-17-23-329-010
41-17-23-327-004	41-17-23-328-010	41-17-23-329-011
41-17-23-327-005	41-17-23-328-011	41-17-23-329-012
41-17-23-327-006	41-17-23-328-012	41-17-23-329-013
41-17-23-327-007	41-17-23-328-013	41-17-23-329-014
41-17-23-327-008	41-17-23-328-014	41-17-23-329-015
41-17-23-327-009	41-17-23-328-015	41-17-23-329-016
41-17-23-327-010	41-17-23-328-016	41-17-23-329-017
41-17-23-327-011	41-17-23-328-017	41-17-23-329-018
41-17-23-327-012	41-17-23-328-018	41-17-23-329-019
41-17-23-327-013	41-17-23-328-019	41-17-23-329-020
41-17-23-327-014	41-17-23-328-019	41-17-23-329-022
41-17-23-327-015	41-17-23-328-020	41-17-23-329-023
41-17-23-327-016	41-17-23-328-021	41-17-23-329-024
41-17-23-327-017	41-17-23-328-022	41-17-23-329-025
41-17-23-327-018	41-17-23-328-023	41-17-23-329-026
41-17-23-327-019	41-17-23-328-024	41-17-23-329-027
41-17-23-327-020	41-17-23-328-025	41-17-23-329-028
41-17-23-327-021	41-17-23-328-026	41-17-23-329-029
41-17-23-327-022	41-17-23-328-027	41-17-23-329-030
41-17-23-327-023	41-17-23-328-028	41-17-23-329-031
41-17-23-327-024	41-17-23-328-029	41-17-23-329-032
41-17-23-327-025	41-17-23-328-030	41-17-23-329-033
41-17-23-327-026	41-17-23-328-031	41-17-23-329-034
41-17-23-327-027	41-17-23-328-032	41-17-23-329-035
41-17-23-327-028	41-17-23-328-033	41-17-23-330-001
41-17-23-327-029	41-17-23-328-034	41-17-23-330-002
41-17-23-327-030	41-17-23-328-035	41-17-23-330-003
41-17-23-327-031	41-17-23-328-036	41-17-23-330-004
41-17-23-327-032	41-17-23-328-037	41-17-23-330-005

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-23-330-006	41-17-23-402-012	41-17-25-251-014
41-17-23-330-007	41-17-23-402-013	41-17-25-253-001
41-17-23-330-008	41-17-23-402-014	41-17-25-253-002
41-17-23-330-009	41-17-23-402-015	41-17-25-253-003
41-17-23-330-010	41-17-23-402-016	41-17-25-253-004
41-17-23-330-011	41-17-23-402-017	41-17-25-253-005
41-17-23-330-012	41-17-23-402-018	41-17-25-253-006
41-17-23-330-013	41-17-23-402-019	41-17-25-253-007
41-17-23-330-014	41-17-23-402-020	41-17-25-253-008
41-17-23-330-015	41-17-23-402-021	41-17-25-253-009
41-17-23-330-016	41-17-23-402-022	41-17-25-253-010
41-17-23-330-017	41-17-23-402-023	41-17-25-253-011
41-17-23-353-001	41-17-23-402-024	41-17-25-253-012
41-17-23-353-002	41-17-23-402-025	41-17-25-253-013
41-17-23-353-003	41-17-23-402-026	41-17-25-253-014
41-17-23-353-004	41-17-23-427-001	41-17-25-253-015
41-17-23-353-005	41-17-23-427-002	41-17-25-253-016
41-17-23-353-006	41-17-23-427-003	41-17-25-253-017
41-17-23-401-001	41-17-23-427-004	41-17-25-253-018
41-17-23-401-002	41-17-23-427-005	41-17-25-253-019
41-17-23-401-003	41-17-23-427-006	41-17-25-253-020
41-17-23-401-004	41-17-23-427-007	41-17-25-253-021
41-17-23-401-005	41-17-23-427-008	41-17-25-253-022
41-17-23-401-006	41-17-23-427-009	41-17-25-253-023
41-17-23-401-007	41-17-23-427-010	41-17-25-253-024
41-17-23-401-008	41-17-23-427-011	41-17-25-253-025
41-17-23-401-009	41-17-23-427-012	41-17-25-253-026
41-17-23-401-010	41-17-23-427-013	41-17-25-253-027
41-17-23-401-011	41-17-23-427-014	41-17-25-253-028
41-17-23-401-012	41-17-23-427-015	41-17-25-253-029
41-17-23-401-013	41-17-23-427-016	41-17-25-253-030
41-17-23-401-014	41-17-23-427-017	41-17-25-253-031
41-17-23-401-015	41-17-23-476-002	41-17-25-253-032
41-17-23-401-016	41-17-23-476-003	41-17-25-253-033
41-17-23-401-017	41-17-23-476-004	41-17-25-253-034
41-17-23-401-018	41-17-23-476-005	41-17-25-253-035
41-17-23-401-019	41-17-23-476-006	41-17-25-253-036
41-17-23-401-020	41-17-23-476-007	41-17-25-253-037
41-17-23-402-001	41-17-23-476-008	41-17-25-253-038
41-17-23-402-002	41-17-23-476-015	41-17-25-253-039
41-17-23-402-008	41-17-23-476-016	41-17-25-253-040
41-17-23-402-009	41-17-23-476-017	41-17-25-253-041
41-17-23-402-010	41-17-23-476-018	41-17-25-253-042
41-17-23-402-011	41-17-23-476-042	41-17-25-254-001

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-25-254-002	41-17-25-255-011	41-17-26-156-004
41-17-25-254-003	41-17-25-255-012	41-17-26-156-005
41-17-25-254-004	41-17-25-255-013	41-17-26-156-006
41-17-25-254-005	41-17-25-255-016	41-17-26-156-007
41-17-25-254-006	41-17-25-255-017	41-17-26-156-008
41-17-25-254-007	41-17-25-255-018	41-17-26-156-011
41-17-25-254-008	41-17-25-255-019	41-17-26-156-012
41-17-25-254-009	41-17-25-255-020	41-17-26-156-013
41-17-25-254-010	41-17-25-255-023	41-17-26-156-014
41-17-25-254-011	41-17-25-255-024	41-17-26-156-015
41-17-25-254-012	41-17-25-255-025	41-17-26-156-016
41-17-25-254-013	41-17-25-255-026	41-17-26-156-020
41-17-25-254-014	41-17-25-255-027	41-17-26-156-021
41-17-25-254-015	41-17-25-255-028	41-17-26-156-023
41-17-25-254-016	41-17-25-401-028	41-17-26-156-024
41-17-25-254-017	41-17-25-503-001	41-17-26-156-025
41-17-25-254-020	41-17-26-101-079	41-17-26-156-026
41-17-25-254-021	41-17-26-151-017	41-17-26-156-027
41-17-25-254-022	41-17-26-151-018	41-17-26-156-028
41-17-25-254-023	41-17-26-152-010	41-17-26-156-029
41-17-25-254-024	41-17-26-154-003	41-17-26-156-030
41-17-25-254-025	41-17-26-154-004	41-17-26-156-031
41-17-25-254-026	41-17-26-154-005	41-17-26-156-032
41-17-25-254-029	41-17-26-154-008	41-17-26-157-002
41-17-25-254-030	41-17-26-154-009	41-17-26-157-003
41-17-25-254-033	41-17-26-154-010	41-17-26-157-004
41-17-25-254-034	41-17-26-154-012	41-17-26-157-005
41-17-25-254-035	41-17-26-154-013	41-17-26-157-006
41-17-25-254-038	41-17-26-154-014	41-17-26-157-011
41-17-25-254-039	41-17-26-154-015	41-17-26-157-012
41-17-25-254-040	41-17-26-154-017	41-17-26-157-013
41-17-25-254-041	41-17-26-154-018	41-17-26-157-014
41-17-25-254-042	41-17-26-154-019	41-17-26-301-008
41-17-25-254-043	41-17-26-154-022	41-17-26-301-009
41-17-25-254-044	41-17-26-154-023	41-17-26-301-010
41-17-25-254-045	41-17-26-154-024	41-17-26-301-011
41-17-25-254-046	41-17-26-154-025	41-17-26-301-012
41-17-25-254-047	41-17-26-154-026	41-17-26-301-013
41-17-25-254-048	41-17-26-154-027	41-17-26-301-014
41-17-25-255-004	41-17-26-154-028	41-17-26-301-015
41-17-25-255-005	41-17-26-155-001	41-17-26-301-016
41-17-25-255-006	41-17-26-155-002	41-17-26-301-017
41-17-25-255-007	41-17-26-155-005	41-17-26-301-027
41-17-25-255-010	41-17-26-156-003	41-17-26-301-028

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-26-301-029	41-17-26-305-007	41-17-27-456-006
41-17-26-301-030	41-17-26-305-008	41-17-27-461-006
41-17-26-301-031	41-17-26-305-009	41-17-27-461-007
41-17-26-301-032	41-17-26-305-010	41-17-27-470-020
41-17-26-301-033	41-17-26-305-011	41-17-27-470-022
41-17-26-302-005	41-17-26-305-012	41-17-27-472-001
41-17-26-302-006	41-17-26-305-013	41-17-27-472-002
41-17-26-302-007	41-17-26-305-014	41-17-27-472-003
41-17-26-302-008	41-17-26-305-015	41-17-27-472-004
41-17-26-302-009	41-17-26-305-016	41-17-27-472-005
41-17-26-302-010	41-17-26-305-017	41-17-27-472-006
41-17-26-302-011	41-17-26-305-018	41-17-27-474-001
41-17-26-302-012	41-17-26-305-019	41-17-27-474-009
41-17-26-302-013	41-17-26-305-020	41-17-27-474-010
41-17-26-302-014	41-17-26-305-021	41-17-27-474-011
41-17-26-302-015	41-17-26-305-022	41-17-27-474-012
41-17-26-302-016	41-17-26-305-023	41-17-27-474-013
41-17-26-302-020	41-17-26-305-024	41-17-27-474-014
41-17-26-302-021	41-17-26-305-025	41-17-27-474-015
41-17-26-302-022	41-17-26-305-026	41-17-27-474-016
41-17-26-302-023	41-17-26-305-027	41-17-27-474-020
41-17-26-302-024	41-17-26-305-028	41-17-27-474-021
41-17-26-302-025	41-17-26-401-001	41-17-27-474-022
41-17-26-302-026	41-17-27-101-019	41-17-27-474-023
41-17-26-302-027	41-17-27-101-022	41-17-27-474-024
41-17-26-304-001	41-17-27-101-027	41-17-27-474-025
41-17-26-304-008	41-17-27-110-001	41-17-27-474-026
41-17-26-304-009	41-17-27-110-002	41-17-27-474-030
41-17-26-304-010	41-17-27-110-003	41-17-27-474-035
41-17-26-304-011	41-17-27-110-004	41-17-27-476-019
41-17-26-304-012	41-17-27-110-005	41-17-27-476-020
41-17-26-304-013	41-17-27-110-006	41-17-27-476-021
41-17-26-304-016	41-17-27-110-007	41-17-27-476-022
41-17-26-304-017	41-17-27-110-008	41-17-27-476-023
41-17-26-304-018	41-17-27-110-009	41-17-27-476-026
41-17-26-304-019	41-17-27-110-010	41-17-27-476-028
41-17-26-304-020	41-17-27-110-011	41-17-27-476-029
41-17-26-304-022	41-17-27-110-012	41-17-27-476-030
41-17-26-305-001	41-17-27-110-013	41-17-27-476-032
41-17-26-305-002	41-17-27-110-014	41-17-27-476-035
41-17-26-305-003	41-17-27-110-015	41-17-27-476-036
41-17-26-305-004	41-17-27-110-016	41-17-27-476-037
41-17-26-305-005	41-17-27-110-017	41-17-27-476-039
41-17-26-305-006	41-17-27-110-018	41-17-27-476-040

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-796

41-17-27-476-041	41-17-28-426-005
41-17-27-476-042	41-17-28-426-006
41-17-28-284-008	41-17-28-426-019
41-17-28-284-009	41-17-28-426-022
41-17-28-284-010	41-17-28-426-024
41-17-28-290-001	41-17-28-426-025
41-17-28-290-002	41-17-28-426-026
41-17-28-290-003	41-17-28-426-027
41-17-28-290-004	41-17-28-426-028
41-17-28-290-005	41-17-28-427-001
41-17-28-290-006	41-17-28-427-002
41-17-28-290-007	41-17-28-427-013
41-17-28-290-008	41-17-28-427-015
41-17-28-290-009	41-17-28-427-016
41-17-28-290-010	41-17-28-427-017
41-17-28-290-011	41-17-28-427-018
41-17-28-290-012	41-17-28-427-019
41-17-28-290-013	41-17-28-427-020
41-17-28-290-014	41-17-28-427-021
41-17-28-290-015	41-17-28-427-022
41-17-28-425-003	41-17-28-427-023
41-17-28-425-004	41-17-28-427-024
41-17-28-425-005	41-17-28-427-025
41-17-28-425-006	41-17-28-427-026
41-17-28-425-007	41-17-28-427-027
41-17-28-425-008	41-17-28-427-028
41-17-28-425-009	41-17-28-427-029
41-17-28-425-010	41-17-28-427-030
41-17-28-425-011	41-17-28-428-001
41-17-28-425-012	41-17-28-428-002
41-17-28-425-013	41-17-28-428-003
41-17-28-425-014	41-17-28-428-004
41-17-28-425-015	41-17-28-428-006
41-17-28-425-016	41-17-28-428-007
41-17-28-425-017	41-17-28-428-008
41-17-28-425-018	41-17-28-428-009
41-17-28-425-019	41-17-28-428-018
41-17-28-425-020	41-17-28-428-019
41-17-28-425-023	41-17-28-428-020
41-17-28-425-024	41-17-28-428-021
41-17-28-426-001	41-17-28-476-004
41-17-28-426-002	41-17-28-476-005
41-17-28-426-003	41-17-28-476-016
41-17-28-426-004	41-17-28-476-017

RESOLUTION NO. _____

RESOLUTION TO DECLARE THE NECESSITY OF ESTABLISHING A SPECIAL
ASSESSMENT DISTRICT FOR THE PURPOSE OF PROVIDING AERIAL INSECTICIDE
SPRAY FOR A GYPSY MOTH SUPPRESSION PROGRAM,
SPECIAL ASSESSMENT ROLL 16-797

WHEREAS:

1. The City Council, after due and legal notice, has met and heard all persons to be affected by the proposed public improvement, hereafter described as: Aerial Insecticide Spray for a Gypsy Moth Suppression Program – Special Assessment Roll 16-797.
2. Any objections offered by those persons owning property to be assessed for this improvement were not deemed by the Council to render the improvement inadvisable, unnecessary or improper.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council determines to make the following public improvement and to defray all costs by special assessment upon the property specifically benefitted: City of Wyoming Gypsy Moth Suppression Program 2016, Special Assessment Roll 16-797.
2. The City Council approves the plans and specifications for the aforesaid public improvement to be approximately \$40,000.00.
3. The City Council determines that of the total estimated cost, the sum of \$91.00 per treated acre is to be paid through special assessment upon the property specifically benefitted, and that all additional related costs shall be the obligation of the City at large because of the benefit to each.
4. The City Council determines that the special assessment upon the property specifically benefitted shall remain active but deferred until the completion of the aerial spray. At the time of completion of the aerial spray, the special assessment shall be billed with the City tax bill in one (1) one-time installment and shall be due and payable on August 31, in the year after completion of the aerial spray. Interest on the unpaid balance will be added as provided in the City Charter in the same manner as interest on late payment of taxes
5. The City Council designates the following described property as the special assessment district upon which the special assessment shall be levied: (See Attached Parcel List)
6. The City Manager shall direct the City Assessor to prepare a Special Assessment Roll, including all lots and parcels of land within the special assessment district as designated, and the Assessor shall assess to each lot or parcel of land, the fee of \$91.00 per treated acre to be levied against all lands in the special assessment district, as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
7. When the Assessor has completed the assessment roll, he shall file the assessment roll with the City Clerk, as required by Section 66-9 of the Code of the City of Wyoming.
8. Property owners may appeal the assessment to the Michigan Tax Tribunal within 30 days after confirmation of the assessment roll. Appearance and protest at the local hearing is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal. An owner or party in interest, or his agent, may appear in person at the hearing, or may file his appearance or protest by letter and his personal appearance shall not be required.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Aerial Spray Map
Parcel List

Resolution No. _____

City of Wyoming Gypsy Moth Spray Survey Report for 2016 Season



Shaded Areas are Recommended
for Aerial Spray in Spring 2016



— City Boundary
2015 Aquatic Consulting Services

Parcel Numbers for Gypsy Moth Suppression Program, Special Assessment 16-797

41-17-10-301-014
41-17-10-302-013
41-17-10-306-051
41-17-10-306-056
41-17-10-307-016
41-17-10-327-008
41-17-11-131-016
41-17-11-131-019
41-17-11-176-005
41-17-11-176-005
41-17-11-451-021
41-17-11-453-001
41-17-11-453-026
41-17-11-453-031
41-17-21-451-038
41-17-23-301-006
41-17-23-303-035
41-17-23-326-001
41-17-23-329-035
41-17-23-329-036
41-17-23-330-002
41-17-23-376-001
41-17-23-428-002
41-17-25-251-016
41-17-26-154-002
41-17-26-154-029
41-17-26-157-015
41-17-27-101-019
41-17-27-101-022
41-17-27-470-005
41-17-27-470-021
41-17-27-476-018
41-17-27-476-024
41-17-27-476-025
41-17-27-476-027
41-17-27-476-031
41-17-27-476-033
41-17-27-477-001
41-17-28-401-008

RESOLUTION NO. _____

TO ACCEPT AN OPTION FROM CONSUMERS ENERGY COMPANY
TO PURCHASE PROPERTY OWNED BY THE CITY
LOCATED AT 2126 HOLDEN AVENUE SW AND 2131 HOLDEN AVENUE SW
IN THE CITY OF GRAND RAPIDS

WHEREAS:

1. As detailed in the attached Staff Report, the City purchased property in 1961 from C&O Railroad for the purpose of constructing a sanitary trunk sewer. The property, located in the City of Grand Rapids, is now identified as:
PPN 41-17-12-106-004 2126 Holden Avenue SW
PPN 41-17-12-105-017 2131 Holden Avenue SW
2. Although the sanitary trunk sewer was never constructed, and there is no future need to do so, the property was never declared surplus and disposed of.
3. The property is located between several parcels owned by Consumers Energy Company, and is adjacent to their high-voltage transmission line corridor.
4. The City Council Policy Manual Section 9.01 states that the City Manager may recommend the sale of non-surplus property if the offer is made by an adjacent property owner, the property is less than one acre in size, and it is in the best interests of the City to sell the property.
5. Consumers Energy Company has offered a six-month Option to Purchase the property for the sum of \$1,500.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council determines that the criteria in Section 9.01 of the City Council Policy manual for the sale of non-surplus property have been met, in that the Option is from an adjacent property owner, the property is less than one acre in size (total .28 acres) and the sale is in the best interests of the City.
2. The Option to Purchase from Consumers Energy Company is accepted, and the Mayor and City Clerk are authorized to sign the Option.
3. When and if the Option is exercised by Consumers Energy Company, the Mayor and City Clerk are authorized to execute any necessary documents of conveyance or other closing documents to complete the sale under the terms of the Option.

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:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Map

Option to Purchase Property

Resolution No. _____

STAFF REPORT

DATE: March 21, 2016

SUBJECT: Sale of Non-Surplus City Property: 2126 and 2131 Holden Avenue

FROM: Aaron Vis, Assistant Director of Public Works - Maintenance

Date of Meeting: April 18, 2016

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute the attached Purchase Option for the non-surplus properties of 2126 Holden Avenue (PPN 41-17-12-106-004) and 2131 Holden Avenue (PPN 41-17-12-105-017), Grand Rapids, MI, with Consumers Energy.

SUSTAINABILITY CRITERIA:

Environmental Quality

This authorization does not negatively impact this criterion.

Social Equity

This authorization does not negatively impact this criterion.

Economic Strength

Sale of these properties reduces long-term maintenance costs associated with these parcels.

DISCUSSION:

The properties of 2126 and 2131 Holden Avenue were purchased in 1961 from C&O Railroad for the installation of a sanitary trunk sewer. However, a sanitary trunk sewer was never installed in either of these parcels and there is no current or future need to do so. The properties are un-improved, located in the City of Grand Rapids, and are subject to normal property maintenance. The properties are located between several Consumers Energy properties and situated near their high-voltage overhead lines.

As these properties are no longer necessary and have maintenance costs associated with them, staff recently communicated with Consumers Energy to determine the feasibility of a sale. Consumers Energy is interested in purchasing the properties and is requesting a 6-month Purchase Option (during which time they will perform their due diligence) and final property sale of \$1,500.

The City Council Policy Manual Section 9.01 states that the City Manager may recommend an offer to purchase City property to the City Council if the offer is made by the adjacent Property Owner, the parcel is less than one acre in size, and it is in the best interest of the City to sell the parcel to the adjacent Property Owner. These properties meet these criteria.

At this time, it is recommended that the City Council authorize the City Manager to execute the attached Purchase Option for the non-surplus properties of 2126 Holden Avenue (PPN 41-17-12-106-004) and 2131 Holden Avenue (PPN 41-17-12-105-017), Grand Rapids, MI, with Consumers Energy.

2126, 2131 Holden Avenue



OPTION

Order # 26675071

Wealthy Street to Beals Road

Agreement #MI0000021495

319OPTION -2012

41-17-12-105-017

41-17-12-106-004

THIS OPTION is given this _____ day of _____, 20_____, by the City of Wyoming, a Michigan municipal corporation, 1155 28th Street SW, Wyoming, Michigan 49509 ("Owner") to CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201-2357 ("Optionee").

WITNESSETH:

1. In consideration of the sum of \$200.00 paid by Optionee to Owner, the receipt of which Owner acknowledges, Owner hereby grants to Optionee and its assigns the exclusive right and option ("Option"), during a period that begins on the date hereof and continues through October 14, 2016 (the "Term"), to purchase and acquire land (the "Premises") in the City of Wyoming, County of Kent, and State of Michigan, described on Exhibit A, attached hereto, for the sum of \$1,500.00 (the "Purchase Price").

2. On payment or tender to Owner, in currency or check, of the Purchase Price (less amounts that are to be credited against the Purchase Price as mentioned elsewhere herein) during the Term of this Option (or any extension of such Term), Owner shall convey the Premises to Optionee by a good and sufficient warranty deed, properly executed by Owner in form for recording. Said warranty deed shall convey to Optionee an unencumbered marketable title in fee simple to the Premises. Said warranty deed shall grant to Optionee the right to make divisions of the conveyed land under section 108 of the Land Division Act, 1967 PA 288, as amended, as follows: All available. Unless otherwise agreed to in writing, Optionee will at its own expense prepare the warranty deed and a closing statement. Owner will be responsible for any attorney fees or other costs that Owner incurs in connection with Owner's review of the warranty deed or other documents related to this Option. Owner will pay all transfer taxes, and Optionee will pay any fees for recording the warranty deed.

3. It is understood that the description of the Premises on Exhibit A hereto may be indefinite or approximate. If Optionee has the Premises surveyed, then Optionee may elect to use the survey as the basis for the description of the Premises in the warranty deed to be delivered by Owner to Optionee if Optionee exercises this Option.

4. Optionee shall have the right during the Term of this Option (or any extension thereof) to enter upon the Premises to perform such surveys, soil borings, and environmental tests (including but not limited to soil and water testing) as Optionee deems necessary or desirable.

5. Optionee may elect, at any time during the Term of this Option (or any extension thereof) to pay the Purchase Price (less amounts that are to be credited against the Purchase Price as mentioned elsewhere herein, less transfer taxes which are Owner's responsibility as set forth above, and less any amounts that Optionee may at its sole option elect to pay to remove defects in title) to a bank, a title insurance company or an agent for a title insurance company ("Depository"), in escrow, on the condition that the Depository will pay over said sum to Owner upon (i) delivery by Owner to Optionee or to the Depository of the warranty deed described hereinabove, and (ii) receipt by Optionee or by the Depository of any releases of liens, receipts for unpaid property taxes or assessments, and/or other title curative documents as are needed for Optionee to receive title to the Premises in the condition mentioned above. Such deposit shall constitute payment in full of the Purchase Price the same as if payment had been made directly to Owner, and Optionee, upon making such deposit, shall have the immediate right to take possession of the Premises.

6. If Optionee exercises this Option and purchases the Premises, the sum paid by Optionee as consideration for this Option, together with any sum paid by Optionee to extend the Term of this Option, shall be credited against the Purchase Price. If Optionee does not exercise this Option, Owner shall retain the consideration paid for this Option and any sum paid to extend this Option as liquidated damages, and neither party hereto shall have any claim against the other; provided, however, that Owner shall refund to Optionee the sum paid by Optionee for the granting of this Option and any sum paid by Optionee for any extension of the Term of this Option if Optionee does not exercise this Option because (i) Optionee determines, in its sole judgment, that the Premises are unacceptable because of an environmental condition, or (ii) Optionee is unable, within the Term of this Option (or extension of such Term if Optionee has in its sole judgment chosen to exercise its right to extend provided for herein), to obtain all necessary zoning changes, lot splits, or permits for its proposed use of the Premises. In addition, at Optionee's election and without limiting any other rights of Optionee, Owner shall refund to Optionee the sum paid by Optionee for the granting of this Option and any sum paid by Optionee for extension of the Term of this Option if Optionee does not exercise this Option because Owner is unable to convey title in the condition specified herein.

7. Optionee may extend the Term of this Option for an additional 60 days from and after the expiration of the original Term by paying Owner, in currency or check, the sum of \$200.00 at any time prior to expiration of the original Term of this Option. Optionee may make such payment to Owner in person, or by sending same by registered or certified mail, return receipt requested, to Owner's address set forth herein and the payment shall be deemed made upon such mailing. Such payment shall be credited against the Purchase Price if Optionee exercises this Option.

8. The benefits hereof shall accrue to and the obligations shall bind the heirs, successors, personal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, Owner has executed this instrument as of the date first above written.

• City of Wyoming, a Michigan municipal corporation

By _____ Mayor

By _____ Clerk

The foregoing instrument was acknowledged before me in _____ County this _____ day of _____, 20____, by _____, Mayor, and _____, Clerk, of the City of Wyoming, a Michigan municipal corporation, on behalf of the corporation.

Notary Public

County, Michigan
Acting in _____ County
My Commission expires: _____

Prepared by: Tracy VanWoert 3-9-2016
Consumers Energy Company
One Energy Plaza
Jackson, Michigan 49201-2357

Return to: Consumers Energy Company
Business Services – Real Estate
Attn: Debra Dennis EP7-473
One Energy Plaza
Jackson, Michigan 49201-2357

APPROVED AS TO FORM:

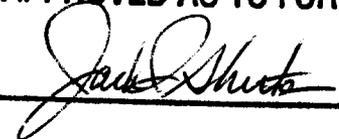


EXHIBIT A

Description of Premises

A parcel of land in the Northwest 1/4 of Section 12, T6N, R12W, City of Wyoming, Kent County, Michigan, described as:

Parcel No. 1 - A strip of land 66 feet in width over and across the east half of Block 7, Clyde Park Addition to the Village of South Grand Rapids, according to the recorded plat thereof, and over and across that portion of Block 8 of said Clyde Park Addition which lies westerly of a line parallel with and distant 150 feet westerly from, measured at right angles to, the westerly right-of-way line of The Pennsylvania Railroad Company's Plaster Mill track, said strip of land being 33 feet in width on each side of, measured at right angles to, the following-described center line; Commencing at a point in the west line of McKee Street distant 302.9 feet south from the south line of Ethelbert Way, measured along the westerly line of McKee Street; thence, at an angle of 91° to the right from the west line of McKee Street, 39.37 feet to a point; thence easterly, southeasterly, and southerly, by a curved line to the right from the last-described course, having a radius of 716.78 feet (8° curve), 845.83 feet to a point tangent to a line parallel with and distant 25 feet southwesterly from, measured at right angles to, the aforesaid westerly right-of-way line of The Pennsylvania Railroad Company's Plaster Mill track.

41-17-12-105-017 and 41-17-12-106-004

Also described for tax purposes as:

41-17-12-105-017

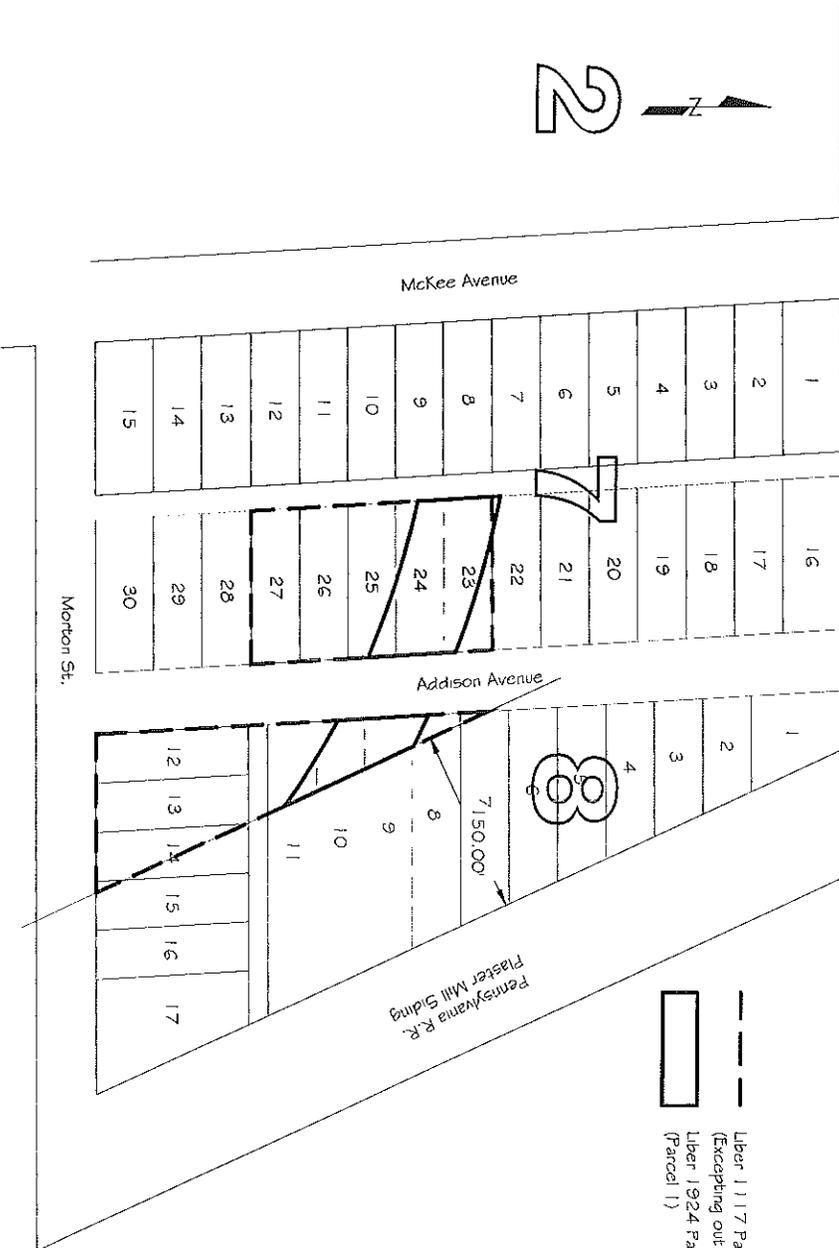
ALL THAT PART OF LOTS 23, 24 & 25 BLK 7 THAT LIES WITHIN THE BOUNDARIES OF A PROPOSED 66 FT RR RIGHT OF WAY THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS COM ON W LINE MC KEE AVE 302.9 FT S OF S LINE CUTLER ST TH AT AN ANGLE OF 91D TO THE RT FROM W LINE MC KEE AVE 39.37 FT TH E LY, SE LY & S LY BY A CURVED LINE TO THE RT FROM LAST DESCRIBED COURSE HAVING A RADIUS OF 716.78 FT /8D CURVE/ 845.83 FT TO A PT TANGENT TO A LINE PAR WITH AND DISTANT 25 FT SW LY FROM W LY LINE PENNSYLVANIA RR CO S PLASTER MILL TRACK MEASURED AT RT ANGLES THERETO * CLYDE PARK ADDITION* TO THE VILLAGE OF SOUTH GRAND RAPIDS

41-17-12-106-004

ALL THAT PART OF LOTS 8, 9, 10 & 11 BLK 8 LYING W OF W LINE FORMER MICHIGAN RY CO S RIGHT OF WAY & WITHIN THE BOUNDARIES OF A PROPOSED 66 FT RR RIGHT OF WAY THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS COM ON W LINE MC KEE AVE 302.9 FT S OF S LINE CUTLER ST TH AT AN ANGLE OF 91D TO THE RT FROM W LINE MC KEE AVE 39.37 FT TH E LY, SE LY & S LY BY A CURVED LINE TO THE RT FROM LAST DESCRIBED COURSE HAVING A RADIUS OF 716.78 FT /8D CURVE/ 845.83 FT TO A PT TANGENT TO A LINE PAR WITH & DISTANT 25 FT SW LY FROM W LY LINE PENNSYLVANIA RR CO S PLASTER MILL TRACK MEASURED AT RT ANGLES THERETO * CLYDE PARK ADDITION* TO THE VILLAGE OF SOUTH GRAND RAPIDS

Clyde Park Addition to the Village of South Grand Rapids

Etheibert Way



--- Libers 1117 Page 73-74
 (Excepting out Parcel 1)
 --- Libers 1924 Page 753-754
 (Parcel 1)

Landowner Data Report

Land man: Michael Milbury County: Kent Township: City of Wyoming

Project: Wealthy St to Beals Rd Work Order # 26675071 Area Function # _____

Name (s): City of Wyoming

Address: 1155 28th Street SW

City/State/Zip: Wyoming, MI 49509

Home Phone: _____ Alternative Phone: (616) 530-7264

Property Description:

Township: 6N Range: 12W Section: 12 Gross Acres: _____ Net Acres: _____

1) When was this property acquired by the current owner? _____

2) Since you took possession of this property have you:

a. sold off any parcels	YES	NO
b. granted any easements	YES	NO
c. tenant farming/ leasing	YES	NO

3) Is the property subject to:

a. mortgage or land contract	YES	NO
b. PA 116	YES	NO
c. oil and gas lease	YES	NO
d. use restriction	YES	NO
e. a life estate	YES	NO
f. any liens or special assessments	YES	NO

4) Are you aware of:

a. any environmental contamination (accidental spills/trash piles)	YES	NO
b. any encroachments	YES	NO
c. others using or occupying this land	YES	NO

5) Is a copy of the deed and/or an abstract available? YES NO

6) Is the property owned by a Trust? YES NO

NOTES:

OWNER / OPERATOR ENVIRONMENTAL QUESTIONNAIRE
(PRIVILEGED AND CONFIDENTIAL)

INSTRUCTIONS: Please complete the following questionnaire as completely as possible. If you have any questions about how to answer the question, answer to the best of your ability, and indicate your question. If additional pages are necessary to fully respond to the questions, please mark each page "Privileged and Confidential" and attach them to this questionnaire.

Address(es) of Subject Property:

Name of the person responding to this questionnaire and relation to the property:

OWNERSHIP

Current ownership and operations:

How long?

Age of building(s) and/or additions:

Property changes / renovations and dates:

Previous ownership(s), tenants and operation(s):

How long?

Previous buildings and construction/demolition dates:

Does any person, firm, or corporation other than the owner occupy the Subject Property or any part of it?

No

Yes (identify and describe occupant operations)

EXISTING ENVIRONMENTAL CONDITIONS

Are you aware of any previous environmental reports or documentation concerning the Subject Property?

Type, dates and results:

Identify all permits or reports relating to all discharges to water; waste generation or disposal; compliance audits; or hydrogeological or use limitations at the Subject Property.

None to my knowledge

Has the Subject Property soil or groundwater been tested?

Not to my knowledge

Yes (describe)

Are there any monitor wells located on the Subject Property?

- None to my knowledge
- Yes (describe purpose and last sampling date, if known)

Are there any strong, pungent or noxious odors? If yes, describe sources.

- No
- Yes (describe)

Is there any standing surface water (including pits, ponds or lagoons) on the Subject Property that may contain hazardous substances or petroleum products?

- No
- Yes (describe)

Are there any stains or corrosion on the floors, walls or ceilings of the buildings or on the soil, vegetation or pavement?

- No
- Yes (describe)

POTABLE WATER

What is the source of potable water on the Subject Property?

- Municipal Water Supply
- Groundwater well(s)
- Other
- None

If on-site wells exist or have existed, describe the following:

Type of well (irrigation, dry, injection, abandoned, potable):

Date of installation:

Location(s):

Has it been tested or identified as contaminated?

WASTE WATER

Describe the waste water receptors on the Subject Property (check all that apply):

	<u>Sanitary Sewer</u>	<u>Storm Sewer</u>	<u>Septic System</u>	<u>Ground Surface</u>
Restrooms	_____	_____	_____	_____
Floor Drains / Sumps	_____	_____	_____	_____
Rain water	_____	_____	_____	_____
Process/ Cooling Water	_____	_____	_____	_____
Oil / Water separator	_____	_____	_____	_____
Other (describe)	_____	_____	_____	_____

If septic system exists or has in the past, indicate the location and approximate age.

HEATING

Describe the **heating source(s)** on the Subject Property (i.e. natural gas, propane, oil, wood, electric, etc.):

Current:

Historical:

STORAGE TANKS / CONTAINERS

Are there any Aboveground Storage Tanks (ASTs) on the Subject Property?

No

Yes (describe)

Are there any vent, fill pipes or access ways indicating possible underground storage tanks (USTs)?

No

Yes (describe, give location)

List and describe all (past and present) above and below ground storage tanks including the contents and capacity of each tank as well as dates of installation / removal.

Are there any drums or containers (5 gallons or greater) that may contain hazardous substances or petroleum products on the Subject Property?

No

Yes (describe)

Have there been any leaks, spills, releases, or other discharges (including loss of inventory) associated with any of these tanks or containers?

No

Yes (describe)

SOLID WASTE

Does the Subject Property generate any solid or hazardous wastes?

No

Yes (please describe)

Have any construction debris, hazardous substances, unidentified waste materials, tires, batteries or any other solid waste materials been dumped above grade, buried and/or burned on the site?

None to my knowledge

Yes (describe)

ENFORCEMENT ACTIONS

Has the Subject Property ever been the subject of any enforcement actions by any federal, state, or local government entities, or is there knowledge of any contemplated enforcement actions or environmental liens?

- None to my knowledge
- Yes (state the results of the enforcement actions (consent order, penalties, no action))

POTENTIAL PCBs

Are any electrical transformers or capacitors located on the Subject Property?

- No
- Yes (Ownership)

Are you aware of any PCBs associated with them?

- No
- Yes (describe)

ADJOINING PROPERTIES

Describe the current and past use of adjoining properties including any known hazardous substances or petroleum products usage or environmental concerns.

North:
West:
South:
East:

CERTIFICATION

As the present owner and/or operator of the Subject Property, or as the officer or a general partner of the present owner of the Subject Property (or the duly authorized representative of such owner), I represent that I am familiar with all of the operations presently conducted on the Subject Property, have made appropriate inquiry into the former uses of the Subject Property, and hereby certify to and for the benefit of **Consumers Energy** that, to the best of my knowledge, the information disclosed above is true and correct.

Submitted by: _____

Date: _____

Firm: _____

Title: _____

Signature: _____

Form 2227

City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

File # _____
SAP# 26675071
Check # _____

Receipt

\$200.00

Received this _____ day of _____ 2016 , from Consumers Energy Company,
the sum of Two Hundred and-----No/100

Dollars in full and satisfactory payment for Down Payment Consideration for Option Dated:
part of Section 12 , Township 6N , Range 12W , City of Wyoming
County of Kent and State of Michigan. Tax ID #41-17-12-105-017 and 41-17-12-106-004

Purchase Price: \$1,500.00. Expiration Date: _____

Agreement #MI00000021495

Witnesses:

Michael Milbury

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT TO
DIVERSCO CONSTRUCTION COMPANY, INC.
FOR THE RECONSTRUCTION OF THE
BAYBERRY FARMS POND FENCE

WHEREAS:

1. In September of 2013, the City of Wyoming experienced a large storm event, causing significant flooding throughout the panhandle, specifically in the Bayberry Farms Condominiums, Senior Living Apartments, and some Bayberry Farms houses.
2. Based upon the Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) study of the storm system, the City of Wyoming expanded an existing pond and completed the recommended improvements.
3. Shortly after the pond improvements were completed, high winds blew portions of the eight-foot high privacy fence down surrounding the pond.
4. The original contractor, Diversco Construction, has reconstructed and strengthened the fence to withstand future high winds for \$26,110.
5. The additional cost can be financed out of the Capital Improvement Fund Account No. 400-441-45200-972.452 but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes payment for the Bayberry Farms Fence Reconstruction to Diversco Construction Co., Inc., in the amount of \$26,110.
2. The City Council hereby approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Cost Breakdown

Resolution No. _____

DIVERSCO CONSTRUCTION CO.
570 Market Ave. SW
Grand Rapids, MI 49503

Invoice ID: 4712
Invoice Date: 3/11/2016

Customer ID: CTYWYO

Job# 16-MIS-00000

Job Location: Bayberry Fence Repair

To: CITY OF WYOMING
2660 BURLINGAME
WYOMING, MI 49509-0905

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	Bayberry Fence Repair 03/11/16 - INV#01				
	12' Aluminum Stiffeners	80.000	EA	125.00	10,000.00
	PVC Posts	16.000	EA	80.00	1,280.00
	Retrival/Demol	1.000	LSUM	1,500.00	1,500.00
	Install Posts/Stiffeners	1.000	LSUM	5,000.00	5,000.00
	Install Panels	1.000	LSUM	3,000.00	3,000.00
	Full fence panel replacemnt	2.000	EA	250.00	500.00
	Misc. Fence Pieces	1.000	LSUM	4830.00	4,830.00

Amount Due 26,110.00

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT TO
GRAND ELK RAILROAD, INC., FOR ANNUAL MAINTENANCE OF
TRAFFIC CONTROL DEVICES AT RAILROAD CROSSINGS
IN THE CITY OF WYOMING

WHEREAS:

1. Grand Elk Railroad owns railroad tracks within the City of Wyoming, crossing several major streets which require the use of proper traffic control devices.
2. On December 21, 2012, the State of Michigan passed Act 421 which requires that all road authorities participate in the annual maintenance cost of railroad crossings with active traffic control devices.
3. The rate per crossing is established in Act 421 depending on the various traffic control devices at each location.
4. Grand Elk Railroad, Inc., has completed maintenance of these traffic control devices for calendar year 2015, and has submitted an invoice to the City of Wyoming in the amount of \$19,350 for reimbursement.
5. It is recommended that City Council authorize payment to Grand Elk Railroad, Inc., for the cost of annual maintenance on its control devices in the amount of \$19,350.
6. This cost can be funded out of the major street fund, account number 202-441-47400-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. That City Council does hereby authorize payment to Grand Elk Railroad, Inc., for annual maintenance of traffic control devices at railroad crossings in the amount of \$19,350.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Act 421
Invoice

Resolution No. _____

STAFF REPORT

DATE: April 13, 2016

SUBJECT: Authorize Payment to Grand Elk Railroad, Inc.

FROM: Russ Henckel, Assistant Director of Public Works – Engineering

Date of Meeting: April 18, 2016

RECOMMENDATION:

It is recommended that City Council authorize payment to Grand Elk Railroad, Inc., in the amount of \$19,350 for the cost of annual maintenance on its control devices for the 2015 calendar year.

SUSTAINABILITY CRITERIA:

Environmental Quality

Does not impact this criterion.

Social Equity

Traffic control devices are provided and maintained at railroad crossings throughout the City by the railroad without regard to income level or socio-economic status.

Economic Strength

Proper maintenance of traffic control devices at railroad crossings will decrease the amount of traffic congestion and travel time throughout the City.

DISCUSSION:

Grand Elk Railroad owns railroad tracks within the City of Wyoming, crossing several major streets which require the use of proper traffic control devices including flashing signals and cantilever arms. On December 21, 2012, the State of Michigan passed Act 421 which requires that all road authorities participate in the annual maintenance cost of railroad crossings with active traffic control devices. The rate per crossing is established in Act 421 depending on the various traffic control devices at each location. Grand Elk Railroad, Inc., has completed maintenance of these traffic control devices for calendar year 2015, and has submitted an invoice to the City of Wyoming in the amount of \$19,350 for reimbursement.

BUDGET IMPACT:

Sufficient funds are available in the major street traffic services repairs and maintenance account number 202-441-47400-930.000.

Act No. 421
Public Acts of 2012
Approved by the Governor
December 20, 2012
Filed with the Secretary of State
December 21, 2012
EFFECTIVE DATE: December 21, 2012

**STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2012**

Introduced by Rep. Wayne Schmidt

ENROLLED HOUSE BILL No. 4609

AN ACT to amend 1993 PA 354, entitled "An act to revise, consolidate, and codify the laws relating to railroads and their employees; to prescribe powers and duties of certain state and local agencies and officials; to prescribe fees; to create certain funds; to provide for the disposition of certain money; to provide remedies and penalties; and to repeal certain acts and parts of acts," by amending section 315 (MCL 462.315), as amended by 2001 PA 5.

The People of the State of Michigan enact:

Sec. 315. (1) The department, by order, in accordance with section 301, may prescribe active traffic control devices to warn of the approach of trains about to cross a street or highway at public railroad grade crossings consisting of signals with signs, circuitry, or crossing gates and other appurtenances as depicted in the Michigan manual of uniform traffic control devices. A determination shall detail the number, type, and location of signals with signs, circuitry, or gates and appurtenances, which, however, shall conform as closely as possible with generally recognized national standards.

(2) Except as otherwise provided for in this act, the cost of any installation, alteration, or modernization of active traffic control devices shall be at equal expense of the railroad and road authority.

(3) After initial installation, all active traffic control devices, circuitry, and appurtenances at crossings shall be maintained, enhanced, renewed, and replaced by the railroad at its own expense, except that the road authority shall pay \$1,271.00 for flashing signals on a single track, \$1,978.00 for flashing signals and gates on a single track, \$1,481.00 for flashing signals with cantilever arm on a single track, \$2,389.00 for flashing signals with cantilever arm with gates on a single track, \$2,257.00 for flashing signals and gates on multiple tracks, \$2,398.00 for flashing signals with cantilever arms and gates on a multiple track, \$1,269.00 for flashing signals on a multiple track, and \$1,375.00 for flashing signals with cantilever arms on a multiple track annually for maintenance to the railroad for each crossing with active traffic control devices not covered by existing or future railroad-road authority agreements. The railroad shall furnish standard equipment uniform for all railroads at a cost and installation basis consistent for all railroads. By January 1, 2010 and every 10 years after 2010, the department shall complete a study to determine the cost of maintenance of active traffic control devices and shall forward a copy of the study to the members of the house and senate committees that consider railroad legislation. The department shall consult with the railroad and the local road authority representatives when completing the study to determine the cost of maintenance of active traffic control devices.

(4) Standard active railroad-highway traffic control devices consisting of side of street flashing light signals with or without half-roadway gates and cantilevers shall include the railroad crossing (crossbuck) sign, "stop on red signal" sign, and number of tracks sign located, designed, and maintained on the signal support as prescribed by the Michigan manual of uniform traffic control devices. The railroad shall perform actual installation and maintenance of these signs. The railroad shall also install, renew, and maintain any signs placed on cantilevered signal supports. Whenever active traffic control devices are installed at any crossing, they shall be so arranged that for every train or switching movement over the grade crossing, the active traffic control device shall be in operation for a period of not less than 20 seconds or more than 60 seconds in advance of the train movement reaching the nearest established curb line or highway shoulder and the devices shall continue to operate until the train movement has passed the established curb line or shoulder on the far side of the highway.

(5) The department may order a railroad, at the railroad's expense, to stop and flag a crossing for normal train service or when active traffic control devices may become inoperable.

This act is ordered to take immediate effect.



Clerk of the House of Representatives



Secretary of the Senate

Approved

Governor

 WATCO COMPANIES, L.L.C. <i>"Your Transportation Specialists"</i>		Grand Elk Railroad, Inc		
		315 W 3rd St		
		Pittsburg, KS 66762		
Bill-To-Party		Information		
City of Wyoming		Invoice Number	2015-Signal Maintenance	
1155 28th St SW		Invoice Date	3/7/2016	
Wyoming, MI 49509		Customer No.		
accountspayable@wyomingmi.gov		PO Number	MCL 462315(3)	
		Invoice Amount	\$ 19,350.00	
		Terms of Payment	Due Upon Receipt	
Listing of Active Crossing Traffic Control Devices and Road Authority Fee Schedule in Accordance with MCL 462.315(3) - RAILROAD CODE OF 1993 - Act 354 of 1993				
Current schedule of fees - Effective 12-21-2012				
	Type Code	Rate	Description	
	Type 1	\$ 1,271.00	Flashing signals on single track	
	Type 2	\$ 1,978.00	Flashing signals and gates on a single track	
	Type 3	\$ 1,481.00	Flashing signals with cantilever arm on a single track	
	Type 4	\$ 2,389.00	Flashing signals with cantilever arm with gates on a single track	
	Type 5	\$ 2,257.00	Flashing signals and gates on multiple tracks	
	Type 6	\$ 2,398.00	Flashing signals with cantilever arms and gates on a multiple track	
	Type 7	\$ 1,269.00	Flashing signals on a multiple track	
	Type 8	\$ 1,375.00	Flashing signals with cantilever arms on multiple track	
*** Note: Actual Cost Per Agreement.				
DOT	Road Crossing	Type Code	Description of Traffic Control Devices	Road Authority Maintenance Fee per PA354 of 1993
				2015
543868A	36th Stree SE	Type 3	Flashing signals with cantilever arm on a single track	\$ 1,481.00
543869G	Eastern Avenue	Type 3	Flashing signals with cantilever arm on a single track	\$ 1,481.00
543870B	32nd Street	Type 3	Flashing signals with cantilever arm on a single track	\$ 1,481.00
543871H	Madison Avenue	Type 3	Flashing signals with cantilever arm on a single track	\$ 1,481.00
543874D	Buchanan Street	Type 3	Flashing signals with cantilever arm on a single track	\$ 1,481.00
545751Y	54th Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 2,389.00
545752F	50th Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 2,389.00
545753M	44th Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 2,389.00
545754U	36th Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 2,389.00
545755B	32nd Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 2,389.00
Total Annual Amount - City of Wyoming				\$ 19,350.00

Please Remit Check Payments to:		Please Remit ACH or EFT Payments to:	
Grand Elk Railroad, Inc.		Harris Bank	
C/o BMO (Bank of Montreal)		ABA# 071000288	
39769 Treasury Center		Account# 2749406	
Chicago, IL 60694-9700		ACCT NAME: Watco Companies, LLC	

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR
CONCRETE REPLACEMENT 2016 TO
THOMAS R. WHEELER CONSTRUCTION SERVICES

WHEREAS:

1. On April 5, 2016, the City received three bids for Concrete Replacement 2016.
2. The Public Works Department recommends the City Council award the bid for concrete replacement to the low bidder, Thomas R. Wheeler Construction Services, at the unit pricing shown on the attached Bid Tabulation.
3. The cost of concrete replacement is anticipated to be approximately \$80,000 for work performed during the 2016 calendar year.
4. Sufficient funds have been budgeted in the street, sidewalk, sewer and water maintenance accounts: 202-441-46300-930.000, 203-441-46300-930.000, 211-441-44210-930.000, 590-441-54200-930.000, 591-441-56200-930.000 and 591-441-56700-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid to the lowest bidder, Thomas R. Wheeler Construction Services, to perform Concrete Replacement for calendar year 2016.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Bid Tabulation

STAFF REPORT

DATE: April 7, 2016
SUBJECT: Bid Award, Concrete Replacement 2016
FROM: Jodie Theis, Contracts and Procurement Supervisor
Date of Meeting: April 18, 2016

RECOMMENDATION

The Public Works Department recommends the City Council award the Concrete Replacement 2016 bid to the low bidder, Thomas R. Wheeler Construction Service, at the unit pricing shown on the attached Bid Tabulation. The cost of concrete replacement is anticipated to be approximately \$80,000 for work performed during the 2016 calendar year.

SUSTAINABILITY CRITERIA

Environmental Quality

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

Social Equity

Street, right-of-way 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 concrete replacement activities.

Economic Strength

High quality concrete replacement allows the Public Works Department to maintain the City's sidewalks, driveways and curbs, which sustain public and private property values.

DISCUSSION

The Public Works Department utilizes a subcontractor to perform concrete removal and restoration of areas that have been damaged as a result of various utility repairs throughout the City. On Tuesday, April 5, 2016, the City received three bids for concrete replacement. Bid specifications were picked up by three potential bidders. The low bid was received from Thomas R. Wheeler Construction Service.

The unit price of 30" curb and gutter and gutter pan will be \$20.00 per linear foot, which is an increase of 7.5% from last year's bid price of \$18.50 per linear foot. The unit pricing shall remain unchanged from last year's bid at a rate of \$4.40 per square foot for 4" concrete, and \$18.00 per square yard for removal of concrete. The unit pricing for 8" concrete will be \$6.50 per square foot and was not a bid item last year. The cost of concrete replacement is anticipated to be approximately \$80,000 for work performed during the 2016 calendar year.

BUDGET IMPACT

Sufficient funds have been budgeted in the street, sidewalk, sewer and water maintenance accounts: 202-441-46300-930.000, 203-441-46300-930.000, 211-441-44210-930.000, 590-441-54200-930.000, 591-441-56200-930.000 and 591-441-56700-930.000.

BID TABULATION

CITY OF WYOMING, MICHIGAN TABULATION OF BIDS ON CONCRETE REPLACEMENT 2016 Opened By <u>City Clerk</u> On <u>April 5, 2016</u> At <u>11:00 a.m. o'clock</u>				
	Estimated Quantity (As of April 1, 2016)	Thomas R Wheeler	A-1 Asphalt Inc.	In't Hout
		Unit Cost	Unit Cost	Unit Cost
<i>30" Curb and Gutter</i>	212 LF	\$ 20.00	\$ 25.00	\$ 47.00
<i>30" Gutter Pan</i>	72 LF	\$ 20.00	\$ 25.00	\$ 47.00
<i>4" Concrete Sidewalk</i>	2,640 Sq. Ft.	\$ 4.40	\$ 4.70	\$ 9.00
<i>4" Concrete Non-Reinforced</i>	1,185 Sq. Ft.	\$ 4.40	\$ 4.70	\$ 9.00
<i>8" Commercial Sidewalk</i>	120 Sq. Ft.	\$ 6.50	\$ 9.00	\$ 18.00
<i>8" Commercial Drive Approach</i>	504 Sq. Ft.	\$ 6.50	\$ 9.00	\$ 18.00
<i>Remove Concrete</i>	735 Sq. Yd.	\$ 18.00	\$ 20.00	\$ 26.00
<i>Total Working Days For Completion</i>		20 Days	20 Days	By June 10, 2016

4/18/2016
RR:JO

RESOLUTION NO. _____

RESOLUTION TO AWARD A CONTRACT FOR THE
2016 LIBRARY PARKING LOT RESURFACING PROJECT

WHEREAS:

1. The Parking lot at the Wyoming Library has deteriorated to the point where it requires major maintenance.
2. Resurfacing this parking lot will extend its useful life.
3. On April 12, 2016, the City received six (6) bids for the 2016 Library Parking Lot Resurfacing Project with Michigan Paving and Materials Company submitting the low bid of \$213,272.69.
4. The bid is \$56,933.81 or 21.1% below the Engineer's Estimate and is in the best interest of the City to perform the aforementioned work.
5. The costs for this project can be financed out of the following capital account, respectively, subject to the attached budget amendment:

	Account Number
Library Fund	271-267-26700-975.000

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the 2016 Library Parking Lot Resurfacing contract to Michigan Paving and Materials Company in the amount of \$213,272.69.
2. The City Council hereby approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried: Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: April 13, 2016

Subject: 2016 Library Parking Lot Resurfacing Project - Award of Bid

From: Rebecca L. Rynbrandt, Director of Community Services

Cc: Jeff Oonk, Engineer

Meeting Date: April 18, 2016

RECOMMENDATION:

1. Staff recommends awarding the 2016 Library Parking Lot Resurfacing Project contract to Michigan Paving and Materials Company for submitting the low bid of \$213,272.69.
2. Approve a budget amendment to provide for the use of Library Millage funds to provide for the project award, plus contingency. The budget amendment amount is \$104,430.

SUSTAINABILITY CRITERIA:

Environmental Quality – Maintaining parking lot surfaces reduce trip and fall hazards for public facility patrons. Smooth parking lot pavement reduces maintenance on vehicles accessing City Facilities. In addition, it is recognized that well maintained, aesthetically pleasing, contemporary public facilities are catalysts in improving and maintaining the economic vitality of community.

Social Equity – Providing a well maintained Parking Lot infrastructure will maintain the useful function of the City Facilities.

Economic Strength – Public facilities through programmed and passive use provide for economic stimulus and community prosperity.

DISCUSSION:

As part of the 2016 budget, City Council set aside \$132,000 to repair and reconstruct the parking lot at the City of Wyoming Library. Following the initial budget approval, ongoing deterioration of the parking lot was noted and soil borings were requested to ascertain the quality of the base. Borings determined that additional work is necessary and the project scope was adjusted accordingly.

On April 12, 2016, the City’s Engineering Department received six (6) bids for the 2016 Library Parking Lot Resurfacing Project with Michigan Paving and Materials Company submitting the low bid of \$213,272.69. The bid is \$56,933.81 or 21.1% below the Engineer’s construction cost estimate.

BUDGET IMPACT:

Funds are available to finance this project out of the Library Maintenance Millage fund.

Bid & Remaining Project Costs	
Michigan Paving and Materials Company	\$213,272.69
Project Contingency (10%)	\$21,350
Remaining Project Cost (Rounded)	\$234,630

Project Funding	
Initial project set aside in Library Capital Budget for pre-construction activities 271-267-26700-975.000	\$132,000
Site investigation and soil borings	(\$1,800)
Remaining budget project set aside	\$130,200
Library Millage (Fund Balance Request)	\$104,430
Total Project Cost (Rounded)	\$236,430

A budget amendment would be necessary to transfer \$104,430 from the Library Maintenance Fund Balance to account number 271-267-26700-975.000.

The Finance Department shall prepare the City Council Budget Amendment.

- Attachments: Bid Tabulation
 Contract Form
 Budget Amendment

Bid Comparison

Contract ID: 176.16
Description: Milling and Resurfacing
Location: 2016 Library Parking Lot Resurfacing
Projects(s): 174.16

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$270,206.50	26.69%	0.00%
1	(_23) Michigan Paving & Materials Co.	\$213,272.69	0.00%	-21.07%
2	(07175) Lite Load Services, L.L.C.	\$219,098.46	2.73%	-18.91%
3	(_21) Rieth-Riley Construction	\$229,700.77	7.70%	-14.99%
4	(05059) A-1 Asphalt, Inc.	\$275,604.59	29.22%	1.99%
5	(08551) Superior Asphalt, Inc.	\$318,850.00	49.50%	18.00%
6	(06510) Black Gold Transport, Inc.	\$641,640.17	0.00%	*** Incomplete ***

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Michigan Paving & Materials Co.		(2) Lite Load Services, L.L.C.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LS	\$6,000.00	\$6,000.00	\$17,200.00	\$17,200.00	\$4,195.00	\$4,195.00
	MOBILIZATION								
0002	1008	260	Ft	\$15.00	\$3,900.00	\$10.00	\$2,600.00	\$8.00	\$2,080.00
	REMOVE CURB & GUTTER								
0003	1035	48	SY	\$5.00	\$240.00	\$15.00	\$720.00	\$13.50	\$648.00
	REMOVE SIDEWALK								
0004	1216	11,622	Syd	\$2.00	\$23,244.00	\$0.62	\$7,205.64	\$1.13	\$13,132.86
	COLD MILLING EXISTING PAVEMENT - 3 1/2"								
0005	6100	1	LS	\$2,500.00	\$2,500.00	\$7,554.30	\$7,554.30	\$6,650.00	\$6,650.00
	SITE GRADING								
0006	6105	50	CY	\$30.00	\$1,500.00	\$20.00	\$1,000.00	\$37.50	\$1,875.00
	MISCELLANEOUS GRAVEL								
0007	6235	260	Lft	\$30.00	\$7,800.00	\$26.50	\$6,890.00	\$26.00	\$6,760.00
	CONCRETE CURB AND GUTTER, 24"								
0008	6271	430	Sft	\$4.00	\$1,720.00	\$7.75	\$3,332.50	\$6.00	\$2,580.00
	CONCRETE SIDEWALK, 6 INCH								
0009	6295	12	EA	\$250.00	\$3,000.00	\$500.00	\$6,000.00	\$350.00	\$4,200.00
	ADJUST CASTINGS								
0010	6329	1,535	T	\$80.00	\$122,800.00	\$54.00	\$82,890.00	\$60.00	\$92,100.00
	BITUMINOUS MIXTURE - 13A								
0011	6338	1,150	T	\$80.00	\$92,000.00	\$62.62	\$72,013.00	\$68.68	\$78,982.00
	BIT MIXTURE 36A								
0012	6481	7	Ea	\$20.00	\$140.00	\$3.00	\$21.00	\$16.30	\$114.10
	PAVEMENT MARKING REGULAR BLUE - HANDICAP SYMBOL								
0013	6485	1,710	Lft	\$0.50	\$855.00	\$0.25	\$427.50	\$0.30	\$513.00
	PAVEMENT MARKING REGULAR 4" YELLOW								
0014	6486	440	Lft	\$0.50	\$220.00	\$0.25	\$110.00	\$0.40	\$176.00
	PAVEMENT MARKING REGULAR 4" BLUE								
0015	6487	3,775	Lft	\$0.50	\$1,887.50	\$0.25	\$943.75	\$0.30	\$1,132.50
	PAVEMENT MARKING REGULAR 4" WHITE								
0016	8202	390	LF	\$5.00	\$1,950.00	\$8.50	\$3,315.00	\$9.00	\$3,510.00
	PVC CONDUIT								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Michigan Paving & Materials Co.		(2) Lite Load Services, L.L.C.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0017	8250	3	EA	\$150.00	\$450.00	\$350.00	\$1,050.00	\$150.00	\$450.00
	HANDHOLE								
Bid Totals:					\$270,206.50		\$213,272.69		\$219,098.46

Line	Pay Item Code	Quantity	Units	(3) Rieth-Riley Construction		(4) A-1 Asphalt, Inc.		(5) Superior Asphalt, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LS	\$16,420.57	\$16,420.57	\$15,000.00	\$15,000.00	\$8,145.50	\$8,145.50
	MOBILIZATION								
0002	1008	260	Ft	\$4.00	\$1,040.00	\$10.00	\$2,600.00	\$5.75	\$1,495.00
	REMOVE CURB & GUTTER								
0003	1035	48	SY	\$27.00	\$1,296.00	\$20.00	\$960.00	\$11.50	\$552.00
	REMOVE SIDEWALK								
0004	1216	11,622	Syd	\$1.10	\$12,784.20	\$2.27	\$26,381.94	\$1.50	\$17,433.00
	COLD MILLING EXISTING PAVEMENT - 3 1/2"								
0005	6100	1	LS	\$5,000.00	\$5,000.00	\$5,406.00	\$5,406.00	\$7,000.00	\$7,000.00
	SITE GRADING								
0006	6105	50	CY	\$22.00	\$1,100.00	\$20.00	\$1,000.00	\$52.00	\$2,600.00
	MISCELLANEOUS GRAVEL								
0007	6235	260	Lft	\$17.00	\$4,420.00	\$25.00	\$6,500.00	\$26.50	\$6,890.00
	CONCRETE CURB AND GUTTER, 24"								
0008	6271	430	Sft	\$4.00	\$1,720.00	\$6.50	\$2,795.00	\$6.40	\$2,752.00
	CONCRETE SIDEWALK, 6 INCH								
0009	6295	12	EA	\$245.00	\$2,940.00	\$250.00	\$3,000.00	\$690.00	\$8,280.00
	ADJUST CASTINGS								
0010	6329	1,535	T	\$63.15	\$96,935.25	\$72.34	\$111,041.90	\$93.00	\$142,755.00
	BITUMINOUS MIXTURE - 13A								
0011	6338	1,150	T	\$71.09	\$81,753.50	\$78.04	\$89,746.00	\$95.00	\$109,250.00
	BIT MIXTURE 36A								
0012	6481	7	Ea	\$50.00	\$350.00	\$37.00	\$259.00	\$50.00	\$350.00
	PAVEMENT MARKING REGULAR BLUE - HANDICAP SYMBOL								
0013	6485	1,710	Lft	\$0.25	\$427.50	\$0.47	\$803.70	\$0.50	\$855.00
	PAVEMENT MARKING REGULAR 4" YELLOW								
0014	6486	440	Lft	\$0.25	\$110.00	\$0.47	\$206.80	\$0.50	\$220.00
	PAVEMENT MARKING REGULAR 4" BLUE								
0015	6487	3,775	Lft	\$0.25	\$943.75	\$0.47	\$1,774.25	\$0.50	\$1,887.50
	PAVEMENT MARKING REGULAR 4" WHITE								
0016	8202	390	LF	\$3.00	\$1,170.00	\$17.00	\$6,630.00	\$17.50	\$6,825.00
	PVC CONDUIT								

Line	Pay Item Code	Quantity	Units	(3) Rieth-Riley Construction		(4) A-1 Asphalt, Inc.		(5) Superior Asphalt, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0017	8250	3	EA	\$430.00	\$1,290.00	\$500.00	\$1,500.00	\$520.00	\$1,560.00
	HANDHOLE								
Bid Totals:					\$229,700.77		\$275,604.59		\$318,850.00

Line	Pay Item Code	Quantity	Units	(6) Black Gold Transport, Inc.		Bid Price	Total	Bid Price	Total
				Bid Price	Total				
0001	1000	1	LS	\$0.00	\$0.00		\$0.00		\$0.00
	MOBILIZATION								
0002	1008	260	Ft	\$1,500.00	\$390,000.00		\$0.00		\$0.00
	REMOVE CURB & GUTTER								
0003	1035	48	SY	\$1,000.00	\$48,000.00		\$0.00		\$0.00
	REMOVE SIDEWALK								
0004	1216	11,622	Syd	\$0.86	\$9,994.92		\$0.00		\$0.00
	COLD MILLING EXISTING PAVEMENT - 3 1/2"								
0005	6100	1	LS	\$2,500.00	\$2,500.00		\$0.00		\$0.00
	SITE GRADING								
0006	6105	50	CY	\$20.00	\$1,000.00		\$0.00		\$0.00
	MISCELLANEOUS GRAVEL								
0007	6235	260	Lft	\$18.00	\$4,680.00		\$0.00		\$0.00
	CONCRETE CURB AND GUTTER, 24"								
0008	6271	430	Sft	\$4.50	\$1,935.00		\$0.00		\$0.00
	CONCRETE SIDEWALK, 6 INCH								
0009	6295	12	EA	\$200.00	\$2,400.00		\$0.00		\$0.00
	ADJUST CASTINGS								
0010	6329	1,535	T	\$65.00	\$99,775.00		\$0.00		\$0.00
	BITUMINOUS MIXTURE - 13A								
0011	6338	1,150	T	\$68.00	\$78,200.00		\$0.00		\$0.00
	BIT MIXTURE 36A								
0012	6481	7	Ea	\$15.00	\$105.00		\$0.00		\$0.00
	PAVEMENT MARKING REGULAR BLUE - HANDICAP SYMBOL								
0013	6485	1,710	Lft	\$0.25	\$427.50		\$0.00		\$0.00
	PAVEMENT MARKING REGULAR 4" YELLOW								
0014	6486	440	Lft	\$0.25	\$110.00		\$0.00		\$0.00
	PAVEMENT MARKING REGULAR 4" BLUE								
0015	6487	3,775	Lft	\$0.25	\$943.75		\$0.00		\$0.00
	PAVEMENT MARKING REGULAR 4" WHITE								
0016	8202	390	LF	\$4.00	\$1,560.00		\$0.00		\$0.00
	PVC CONDUIT								

Line	Pay Item Code	Quantity	Units	(6) Black Gold Transport, Inc.					
Description				Bid Price	Total	Bid Price	Total	Bid Price	Total
0017	8250	3	EA	\$3.00	\$9.00		\$0.00		\$0.00
HANDHOLE									
Bid Totals:					\$641,640.17				

CONTRACT

THIS CONTRACT AWARDED on the 18th day of April 2016 by and between the CITY OF WYOMING, Kent County, Michigan, party of the first part, hereinafter called the "City" and

**MICHIGAN PAVING AND MATERIALS COMPANY
1100 MARKET AVENUE, SW
GRAND RAPIDS, MI 49503**

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

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

ARTICLE I - THE CONTRACT

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

- A. Performance Bond, Payment Bond, and Resolution from Board of Directors**
- B. Information for Bidders**
- C. Bid Proposal Form**
- D. Award of Bid**
- E. Certificate of Insurance (per City of Wyoming's Contractor Insurance Requirements)**
- F. Subcontract Provision**
- G. Letter of Credit (5% of Annual Contract Amount)**
- H. Equal Employment Opportunity Statement**
- I. All Provisions required by law to be inserted in this contract, whether actually inserted or not.**
- J. Special Specifications as listed below:**

SEE ATTACHED

ARTICLE II - SCOPE OF THE WORK - SUBJECT MATTER

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

LIBRARY PARKING LOT RESURFACING (3350 MICHAEL AVENUE, SW)

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

ARTICLE III - TIME OF COMPLETION

The work to be performed under this contract shall be completed on or before June 20, 2016. Should the Contractor be obstructed or delayed in the prosecution or completion of his work by any act, neglect or default of the City, then the time herein fixed for completion of the work shall be extended for a period equivalent to the time lost by reason of such delay for the causes herein mentioned. The duration of such extension shall be determined by the City Manager or his authorized representative.

ARTICLE IV - LIQUIDATED DAMAGES

Should the work under this Agreement not be finished within the time specified, the City is hereby authorized to deduct out of the money which may be due or become due to the Contractor under this Agreement, as damages for the noncompletion of the work aforesaid, within the time hereinbefore stipulated for its completion, the sum of Six Hundred Dollars (\$600.00) for each calendar day by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof, and such liquidated damages shall not be considered as a penalty. It is understood that the City shall not forfeit its right to liquidated damages in the event that delay is partly caused by it. In this event, said damages shall be apportioned so that each day of delay attributable to the City shall be subtracted from the total days of delay, and the Contractor shall pay liquidated damages for the remainder.

ARTICLE V - THE CONTRACT SUM

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

TWO HUNDRED THIRTEEN THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS AND 69/100 CENTS (\$213,272.69)

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

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

ARTICLE VI - CITY CHARTER TO BE GOVERNING DOCUMENT

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

ARTICLE VII - COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

Witnesses

CITY OF WYOMING

_____ **By** _____ **Date**
Jack Poll
Its Mayor

_____ **By** _____ **Date**
Kelli A. Vandenberg
Its City Clerk

_____ **CONTRACTOR** _____ **Date**

By _____

Its _____

Correct in form: _____ **Date**
City Attorney

Certification of funds: _____ **Date**
City Comptroller

The Contract above was approved and ordered executed by the Council of the City of Wyoming at a session held _____, 20 _____.

Attest: _____ **Date**
City Clerk

RESOLUTION NO. _____

A RESOLUTION TO AWARD THE WYOMING PUBLIC LIBRARY
MEETING ROOM RENOVATION BID AND TO AUTHORIZE
A BUDGET AMENDMENT FOR THE PROJECT

WHEREAS:

1. The Wyoming Public Library café is an obsolete use. Since its inception the café has had regular venter turnover, which finally resulted in the space being vacant for almost two years.
2. It has been determined that the space's highest and best use, to benefit the needs of the community, is to convert it to a meeting space suitable for multi-purpose activities.
3. Six (6) bids were received for the renovation project ranging from a low of \$124,022 to a high of \$144,986.
4. The low bid from McGraw Construction has been reviewed and found complete by staff and architect Fishbeck, Thompson, Carr & Huber, Inc.
5. Funds are available in the Library Fund account number 271-267-26700-975.000 and Library Fund Balance to pay for the project.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby award the bid for the Wyoming Public Library Meeting Room Renovation in the amount of \$124,022 to McGraw Construction.
2. The Wyoming City Council does hereby authorize the budget amendment for use of \$129,950 in the Library Fund's fund balance.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report

Resolution No. _____

STAFF REPORT

Date: April 5, 2016
Subject: Wyoming Public Library Meeting Room Renovation
From: Rebecca Rynbrandt, Director of Community Service
Meeting Date: April 11, 2016 (Work Session)

RECOMMENDATION: It is recommended that the City Council:

1. Award the bid to the low bidder McGraw Construction in the amount of \$124,022 renovation of the Wyoming Public Library Meeting Room Renovation (a.k.a. Bookworm Café).
2. Approve a budget amendment to provide for the use of Library Millage funds to provide for the project award, plus contingency and Architect/Engineering Fees. The budget amendment is in the amount of \$129,950.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Wyoming Public Library café, most recently called the Bookworm Café, is an obsolete use. Regrettably, since its inception, the café has had regular venter turnover, which finally resulted in the space being vacant for almost two years. It has been determined that the space's highest and best use, to benefit the needs of the community, is to convert it to a meeting space suitable for meeting and multi-purpose activities.

Social Equity – The City Council identified the need for this project within the community's FY 2016 budget. Converting the space to a multi-purpose room will allow for increased use from all sectors of the community. It is planned that the space will be available for public reservation.

Economic Strength – Well maintained, aesthetically pleasing, contemporary public facilities are catalysts in improving and maintaining the economic vitality of community. Public facilities through programmed and passive use provide for economic stimulus and community prosperity.

DISCUSSION:

Six (6) bids were received for the renovation project ranging from a low of \$124,022 to a high of \$144,986.

The low bid from McGraw Construction has been reviewed and found complete by staff and architect Fishbeck, Thompson, Carr & Huber, Inc. Please see attached letter from FTC&H.

Finding positive references and having found low bidder McGraw Construction’s bid in order, we are recommending their award.

BUDGET IMPACT:

Funds are available to finance this project out of the Library Maintenance Millage fund.

Bid & Remaining Project Costs	
McGraw Construction Low Bid	\$124,022
Project Contingency (10%)	\$13,000
Architect/Engineering Fees for project management, FFE selections and inspections	\$8,500
Remaining Project Cost (Rounded)	\$145,600

Project Funding	
Initial project set aside in Library Capital Budget for pre-construction activities 271-267-26700-975.000	\$25,000
Use investigation, concept drawings, and construction cost estimate services	(\$7,200)
Construction documents and bidding	(\$8,450)
Remaining budget project set aside	\$15,650
Library Millage (Fund Balance Request)	\$129,950
Total Project Cost (Rounded)	\$161,250

A budget amendment would be necessary to transfer \$129,950 from the Library Maintenance Fund Balance to account number 271-267-26700-975.000.

If the City Council moves this matter to the regular meeting of April 18th a resolution and budget amendment shall be prepared.

March 30, 2016

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

Re: Wyoming Public Library Meeting Room Renovation
General Contractor Recommendation

Ms. Rynbrandt:

On March 29th, 2016 the City of Wyoming received six bids for the Wyoming Public Library Meeting Room Renovation. The average bid was \$132,359.00. McGraw Construction, Incorporated (McGraw) of Grand Rapids submitted the low bid of \$124,022.00.

I discussed McGraw's bid with their Project Executive, Brian Campbell and I feel that their bid includes the entire scope of the work and is complete. I reviewed their Company financial information and found nothing irregular. I also discussed McGraw's performance on similar projects with two of their references. Both of the references said that McGraw did an excellent job of completing their projects on time and on budget.

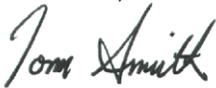
I recommend that the City issue a Purchase Order to McGraw Construction, Incorporated in the amount of \$124,022.00 for the construction of the Wyoming Public Library Meeting Room Renovation.

Please remember that this is not the entire cost of the project. The City will also need to budget for Architectural and Engineering fees, plan review fees (if any) and should include in their budget a construction contingency of ten percent of the construction cost (roughly \$13,000.00).

Feel free to call me if you have any questions or comments regarding this recommendation.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.



Thomas R. Smith, RA

BID PROPOSAL FORM

Bids to be received by the
City Clerk of the City of Wyoming,
1155 - 28th Street SW,
P.O. Box 905, Wyoming,
Michigan 49509-0905

**Bid for: City of Wyoming Library Meeting Room Renovation
11:00 A.M.; March 29, 2016**



TO THE CITY MANAGER OF THE CITY OF WYOMING

The undersigned proposes to furnish all labor, equipment and materials to perform the work specified herein at the City of Wyoming Library Meeting Room Renovation project, in accordance with the specifications contained herein and on the attached drawings and in accordance with bid specifications contained herein for the "lump sum" of:

\$ 124,022.00 #

NAME OF COMPANY BIDDING: McBraw Construction

ADDRESS 201 Front St

CITY Grand Rapids STATE MI ZIP 49504

AUTHORIZED SIGNATURE(S) [Signature]

ITS president

ITS _____

DATE 3-29-16 PHONE 235-3900 CELL _____

EMAIL BrianC@McBrawConstruction.com

WEB SITE _____

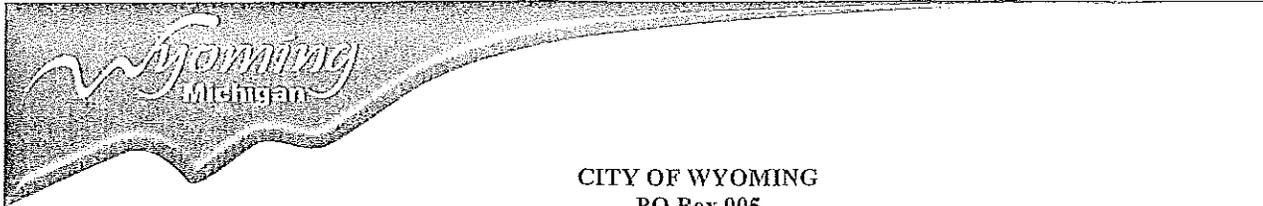
Is the bidder a Woman Owned Company: Yes No

Is the bidder a Minority Owned Company: Yes No

All proposals are to be in sealed envelopes and plainly marked "City of Wyoming Library Meeting Room Renovation". The City Council of the City of Wyoming reserves the right to accept or reject all or any bids or to waive formalities, and to award the bid in any manner deemed to be in the best interest of the City.

BID DUE: 11:00 A.M.; Tuesday, March 29, 2016
Wyoming City Clerk's Office
1155 - 28th Street SW
P O Box 905
Wyoming, Michigan 49509-0905

see attached qualifications



CITY OF WYOMING
PO Box 905
1155 - 28th Street SW
Wyoming, Michigan 49509-0905

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

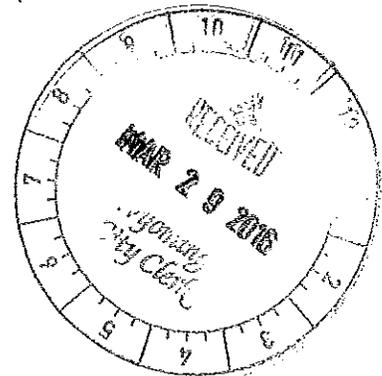
Contractor hereby agrees to abide by the following requirements for affirmative action with respect to the work to be performed under this Contract.

1. Contractor shall not discriminate against any employee or applicant for employment because of color, race, religion, sex, national origin, height, weight, age or handicap or any other reason prohibited by federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
2. In soliciting or advertising for employees placed by or on behalf of Contractor, Contractor shall state that all qualified applicants will receive consideration for employment without regard to color, race, religion, sex, national origin, height, weight, age or handicap or any other reason prohibited by federal or state law. For this purpose it shall suffice to place the words "An Equal Opportunity Employer" in the advertisement and a predominant place at the office of said Contractor.
3. Contractor shall send notice of the City's policy regarding equal employment to each labor union or representative of workers with which Contractor has any agreement, contract or other understanding.
4. Contractor shall furnish information and reports as requested by the City in accordance with this policy. Contractor shall provide access to his/her employment books, records and account to any duly authorized representative of the City in order to allow such representative to ascertain whether or not this policy is being complied with by Contractor.
5. Contractor shall post this policy in conspicuous places so as to be available to all employees and applicants for employment.
6. In the event the City determines that the Contractor has failed to abide by the terms stated in this policy, the City may, at its option, withhold payments until full compliance by the requirements of this policy are complied by the Contractor or may choose to terminate the Contract. The City may further choose to bar said Contractor from further contracts until such time as compliance with the requirements contained herein is achieved.

CONTRACTOR

By

A handwritten signature in black ink, appearing to be "M. Ryan" or similar, written over a horizontal line.





SUBCONTRACT PROVISION FORM

Subject to the approval of the City of Wyoming, the Contractor may sublet the item or items of work so stipulated below, provided the name and signature of the subcontractor is listed in the space provided.

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING THE WORK	DESIGNATED ITEMS
<u>Van Wall</u>	<u>Sprinkling</u>
<u>Sommerdyk</u>	<u>Plumbing</u>
<u>GRIPS</u>	<u>HVAC</u>
<u>Brown DeKock</u>	<u>Electric</u>

The undersigned certified that the Bidder, whose name appears on this proposal, has permission to use our name as Subcontractor for performing the items listed above.

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

Signed _____ Signed _____

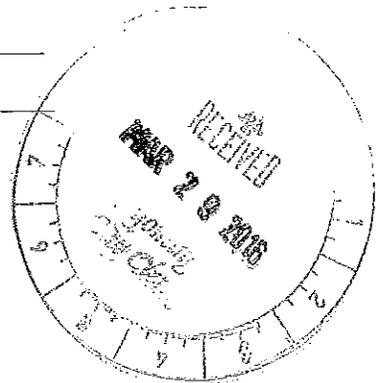
By _____ By _____

Address _____ Address _____

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____





**CITY OF WYOMING
CONTRACTOR INSURANCE REQUIREMENTS**

Requirements:

Contractors performing work on City property or public right-of-way for the City of Wyoming shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com).

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

Type of Insurance	Amount of Insurance
1. Commercial General Liability Liability to include coverage for: <ul style="list-style-type: none"> a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability 	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage</u> - \$1,000,000 per occurrence
2. Business Auto Liability to include coverage for: <ul style="list-style-type: none"> a) Owned/Leased Vehicles b) Non-owned Vehicles c) Hired Vehicles 	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage</u> - \$1,000,000 per occurrence
3. Worker's Compensation d) Employers' Liability	<u>Statutory Limits</u> \$500,000 per occurrence
4. Excess/Umbrella Coverage	See bid specification requirements
5. Contract Bonds <ul style="list-style-type: none"> a) Bid b) Performance c) Payment d) Maintenance 	See bid specification requirements
6. Owners Contractors Protective	As specified for individual project specifications
<p>7. Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be Additional Insured's: The City of Wyoming, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Wyoming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Wyoming may have in effect shall be considered secondary and/or excess.</p> <p>Your insurance company requires the endorsement as a means of notification both to itself and its underwriters of the fact that an additional insured has been added to the policy under the contract in question.</p>	
<p>8. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the City of Wyoming, Purchasing Department, 1155 – 28th Street SW, P.O. Box 905, Wyoming, Michigan 49509-0905."</p>	

ALL SUBCONTRACTORS MUST COMPLY WITH THE ABOVE REQUIREMENTS.

Questions regarding required insurance should be directed to the City of Wyoming's Administrative Offices, at 616-530-3173. In addition, this form must be signed and mailed, with the insurance forms, to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City of Wyoming.

AGREEMENT:

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

Company Mcbram Construction Vendor # (if applicable) _____

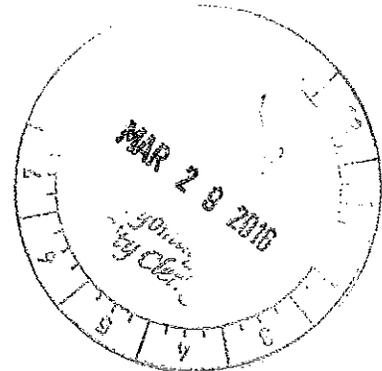
Address 201 Fant St

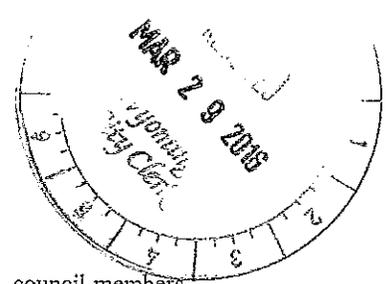
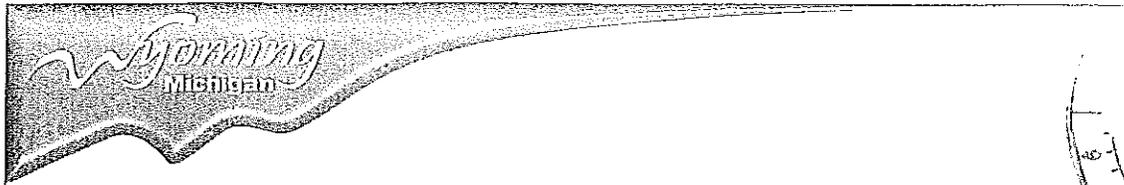
City Grand Rapids State MI Zip Code 49504

Phone 616-235-3900 E-Mail BrianC@McbramConstruction.com

Printed Name PAUL Mcbram Signature [Handwritten Signature] Date 3/24/16

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE





CITY OF WYOMING INDEMNIFICATION AGREEMENT

The Contractor agrees to indemnify, hold harmless and defend the City of Wyoming, its officers, council members, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including actual court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee or official of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee or official of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Wyoming Contracts. I have read the provisions and agree to the terms of these provisions.

McBrew Construction COMPANY NAME

Pres TITLE

SIGNATURE

[Handwritten signature]

DATE

3/29/16



Qualifications

March 29, 2016

Project: City of Wyoming Library

Location: 3350 Michael Ave SW
Wyoming, MI 49509

Requested By: Kelli A. Vandenberg

1. Building Permit Included
2. Flooring Demo, Labor and Material Allowance of \$6,000 included
3. AV Labor and Material Allowance of \$15,000 included
4. Furniture Labor and Material Allowance of \$25,000 included
5. Acoustical Plaster is figured as BASW aphon 26mm
6. Cabinets Furnished as Flush Door Maple Veneer
7. Cabinet Interior Furnished as White Melamine
8. Construction Toilet provided by owner
9. Add \$ 3,837 if Performance Bond is needed
10. Will Provide Signed Subcontract Provision Form Once Job is Awarded
11. Addendum 1 noted
12. Reuse of existing Fire Alarm only. No new fire alarm or monitoring

Sincerely,

Brian Campbell
Project Executive



The Ohio Casualty Insurance Company
BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, McGraw Construction, Inc.

of 201 Front Ave., SW, Suite 104, Grand Rapids, Michigan 49504
(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Keene, New Hampshire (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Wyoming

of 1155 28th St., SW, P.O. Box 905, Wyoming, MI 49509
(hereinafter called the Obligee) in the penal sum of Five Percent of the Attached Bid**

Dollars 5% of Attached Bid** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated March 29, 2016 for Renovate for New Meeting Room

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: March 28, 2016

McGraw Construction, Inc.
(Principal)

By: [Signature]

The Ohio Casualty Insurance Company

By: [Signature]
Barry W. Berman (Attorney-in-Fact)

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: _____

Principal: McGraw Construction, Inc.

Agency Name: Construction Bonding Specialists, LLC

Obligee: City of Wyoming

Agent Code: 210146

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Barry W. Berman, Colleen M. Berman of Wixom, Michigan its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 18th day of November, 2013.



David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 18th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Plymouth Meeting, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

Teresa Pastella

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2017

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 28th day of March, 2016



Gregory W. Davenport

Gregory W. Davenport, Assistant Secretary

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH DONOHUE & ASSOCIATES, INC.
TO PROVIDE ENGINEERING SERVICES FOR AERATION BASIN IMPROVEMENTS

WHEREAS:

1. As detailed in the attached Staff Report, Donohue & Associates, Inc. has provided an agreement to provide oversight and engineering services for the aeration basin improvements not to exceed \$38,530 and it is recommended the City Council accept the agreement.
2. It is recommended the Mayor and City Council accept the agreement.
3. Sufficient funds are available in the Sewer Fund Capital Outlay Miscellaneous Equipment Account number 590-590-54400-980074.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute an agreement with Donohue & Associates, Inc. to provide engineering services for Aeration Basin Improvements not to exceed \$38,530.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 18, 2016.

ATTACHMENTS:

Staff Report

Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: April 5, 2016
Subject: Engineering Services for Aeration Basin Improvements
From: Jon Burke, CWP Operations Supervisor
Date of Meeting: April 18, 2016

Recommendation

We recommend that City Council authorize entering into an agreement with Donohue & Associates, Inc. to provide oversight and engineering services for the aeration basin improvements as described in the attached service agreement. The total cost of this project will not exceed \$38,530.

Sustainability Criteria:

Environmental Quality – The aeration system at the Clean Water Plant is the main means of removal of treatable loading in the City’s wastewater. The more efficient the operation, the more the environment can be safeguarded.

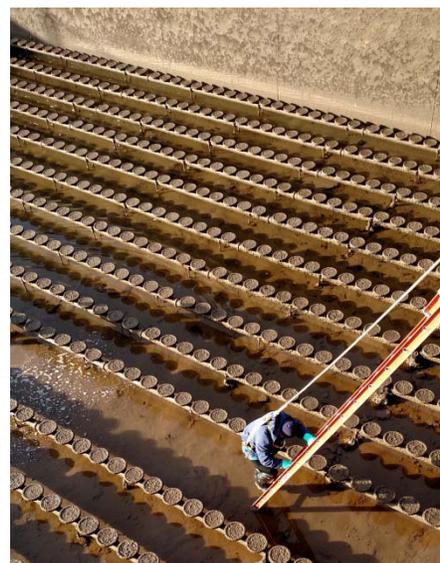
Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. By completing these upgrades we will be able to more cost-effectively serve Wyoming’s rate payers.

Economic Strength – Efficiency of treatment has a direct impact on cost. By improving the efficiency of this treatment system, the costs to run the system will be lowered. Even a modest increase in efficiency can reduce electrical power costs by thousands of dollars a month.

Discussion:

City Council Resolution No. 25237 dated September 8, 2015 authorized the Clean Water Plant to enter into an agreement with Donohue Engineering to study the efficiency of the Plant’s aeration system. That study is now complete and Donohue has presented us with their recommendations. Due to our concerns over the Plant’s loading capacity and the need to immediately improve the efficiency of our aeration system, we have chosen to focus on some improvements to the aeration basin itself.

The aeration basin was built with approximately 15,000 ceramic disk diffusers which are located in the bottom of the tanks. These are similar to what you would see in a fish tank, but on a larger scale. These diffusers are common to large scale treatment plants but under certain conditions they can become fouled when occasional blower shut downs happen or when they interact with substances in the wastewater itself. Although they have a longer useful lifespan, they are very costly and time-consuming to clean. As part of the aeration study itself, one of the diffusers was soaked in acid for 30 minutes and the results were not satisfactory.



At the recommendation of Donohue, we are planning to replace all of the ceramic diffusers with rubber membrane diffusers. These diffusers are somewhat self-cleaning due to their flexible construction and only need to be manually hosed off every couple of years. Therefore it is likely that these membranes will stay in near-new operating condition for a much longer period of time. Donohue estimates our annual savings will be approximately \$111,000 per year as a result of a more efficient process.

Donohue will also assist us in applying for a Consumers Energy Rebate. We have met with representatives from Consumers and we believe that this project will qualify us to receive as much as \$109,000 in a one-time rebate, which will help offset the cost of the project.

Budget Impact:

Adequate funds in the amount of \$38,530 exist in the Sewer Fund Capital Outlay Miscellaneous Equipment Account 590-590-54400-980.074.

Attachments:

Engineering Services Agreement



ENGINEERING SERVICES AGREEMENT

Activated Sludge Diffuser Replacement (Project)

This Agreement is by and between:

City of Wyoming (Owner)
2350 Ivanrest Avenue SW
Wyoming, MI 49418

and

Donohue & Associates, Inc. (Donohue)
125 S Wacker Drive, Suite 1850
Chicago, IL 60606

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: Craig Brunner

Printed Name: Craig Brunner, PE

Title: President

Date: 3/31/16

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The purpose of this Project is to replace the activated sludge aeration diffusers at the City of Wyoming's Clean Water Plant. Donohue previously performed an Aeration System Evaluation that evaluated the condition of the existing aeration diffusers and evaluated the energy savings that could be achieved by replacing the diffusers. For this project the City would like Donohue to:

1. Evaluate the use of fine pore and medium pore membranes to determine which membrane type presents the high level of energy savings.
2. Prepare Bidding Documents for the replacement of the existing diffusers.
3. Provide Construction Services during the installation of the membranes.
4. Conduct off-gas testing following the diffuser replacement to evaluate the system performance.
5. Assist with the application and paperwork associated with a Consumers Energy Rebate for the improvements.

B. SCOPE OF SERVICES

Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

1. Conduct a kick-off meeting (conference call) with City staff.
2. Evaluate two diffuser replacement alternatives (fine pore and medium pore diffusers) for operating and performance characteristics and make recommendation on replacement diffuser type. Any control modifications that may be required as a result of the diffuser evaluation are outside the scope of this project.
3. Assist Wyoming with writing and submitting a rebate application to Consumers Energy.
4. Develop a set of bidding documents consisting of technical specifications (Division 1 through 16 as required) and aeration basin reference drawings. The documents will be based on EJDC format. Front End Documents (advertisement, bid instructions, bid forms, agreements, general and supplemental conditions) will be provided by the City. Utilizing the technical specifications and drawings provided by Donohue, the City will complete the bidding package and handle the advertising and bidding process.
5. Attend one review meeting with Wyoming to review bidding documents.
6. Drawings and technical specifications will be provided as electronic pdfs for use by the City.
7. Conduct a pre-bid meeting on-site.
8. Respond to bidder questions.
9. Prepare addenda to the Bidding Documents if required to clarify the scope of work for distribution by the City.
10. Evaluate bids and make a recommendation to City for award.
11. Review shop drawings for technical conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project.
12. Provide three days on-site observation services.

13. Utilize a sub consultant for field and laboratory diffuser testing to verify oxygen transfer efficiency of new diffusers (Off-gas testing). Donohue will provide the sub consultant's report and testing documentation to the Owner.
14. Assist Wyoming with Consumers Energy Rebate final verification and paperwork.

C. PROJECT TIMING

Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement and complete services within six months contingent on receiving Notice to Proceed by April 11, 2016. The construction contract will be awarded prior to June 30, 2016.

Donohue's services under this Agreement will be considered complete when Donohue has delivered to Owner the Consumers Energy final verification paperwork and any other Construction Services.

**PART II
OWNER RESPONSIBILITIES**

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
3. Provide to Donohue existing information regarding the existence and locations of utilities and other underground facilities.
4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

**PART III
COMPENSATION, BILLING AND PAYMENT**

A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these basic Services will not exceed \$38,530 without prior written approval from Owner.

B. Donohue will bill Owner monthly, with net payment due in 30 days.

C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from Owner.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FROM GRAND VALLEY WOOD PRODUCTS
FOR CASEWORK FOR THE CLEAN WATER PLANT CONFERENCE ROOM

WHEREAS:

1. As detailed in the attached Staff Report, quotations were requested for the purchase of casework for the Clean Water Plant conference room.
2. It is recommended the City Council accept the quotation received from Grand Valley Wood Products in the total amount of \$12,900.
3. Sufficient funds are available in the Sewer Fund Capital Outlay Miscellaneous Equipment Account number 590-590-54400-980074.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does accept a quotation from Grand Valley Wood Products for casework for the Clean Water Plant Conference Room in the total amount of \$12,900.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 18, 2016.

ATTACHMENTS:

Staff Report

Quotations

Drawings

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: April 12, 2016
Subject: Award of Quote for Casework for the Conference Room
From: Tom Wilson, Clean Water Plant Maintenance Supervisor
Date of Meeting: April 18, 2016

Recommendation

It is recommended that the City Council award the quote to purchase casework for the Clean Water Plant conference room remodeling project from Grand Valley Wood Products at a cost of \$12,900.00. The quote from Grand Valley Wood Products includes pre-finished maple casework (to be installed by CWP personnel), solid surface counter tops to be installed by Grand Valley, and glass display cases.

Sustainability Criteria:

Environmental Quality is not impacted by this request.

Social Equity is not impacted by this request.

Economic Strength – Most of the work involved with this project will be completed by Clean Water Plant staff which will allow for savings on most of the installation work.

Discussion:

The CWP has recently engaged in a comprehensive remodel of its conference room to bring it up to date technologically and to make it consistent with the rest of the recently remodeled main building. The actual work will be completed by plant staff with the exception of carpet installation, tile work, ceiling grid installation, and the building of the casework (cabinets) and display case. Because of the relatively low dollar amount involved, we felt it wasn't worth the time to develop technical bid specifications. However, the architectural drawing for the casework, which is attached to this Staff Report, was sent to two qualified cabinet builders in West Michigan, each of which provided a quote to build the required casework. The two quotes received are as follows:

B&W Woodwork Inc.	\$9,284.00
Grand Valley Wood Products	\$12,900.00

Upon review of the quotes received, it was noted that the quote from B&W Woodwork did not include all the required components. Missing from B&W's quote are the finishing of the casework and the installation of the hard top surface (which also comes with a warranty). But the quote from Grand Valley Wood Products was found to meet all of our requirements. Grand Valley Wood Products will also be able complete the work in accordance with our project timeline, which was not the case with B&W.

Budget Impact:

Based on the information presented, it is recommended that City Council accept the quote received for the casework from Grand Valley Wood Products in the amount of \$12,900.00. Sufficient funds exist in the Sewer Fund Capital Outlay Miscellaneous Equipment Account 590-590-54400-980.074.

CUSTOM MILLWORK
B&W WOODWORK, INC.
11362 JAMES ST HOLLAND, MI 49424
PH 616-772-4577
FAX 616-772-1866

4/7/16

Proposal for Wyoming Clean Water

Includes

Jamb casing and stops for double door – Maple (doors are not included)

Elevation 1 – Maple base, wall cabinets, counter supports for inside walls, and solid surface counters

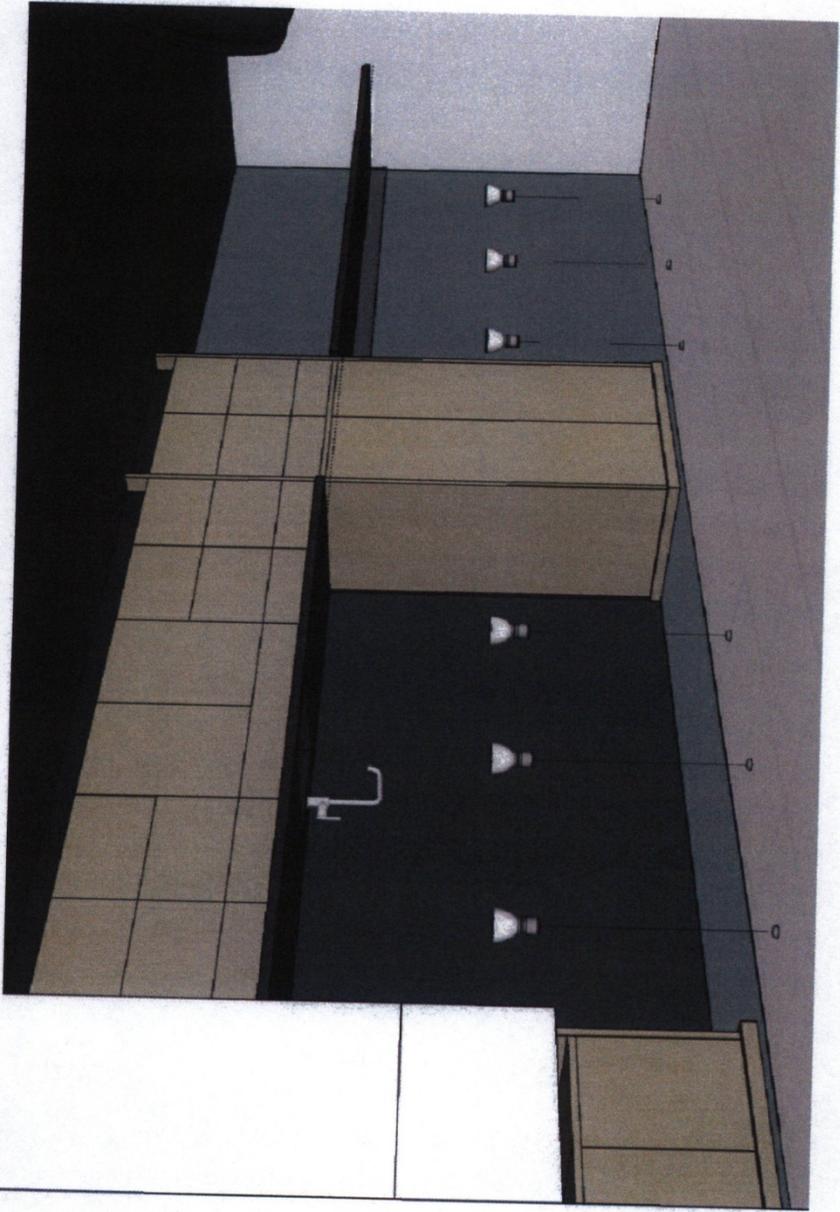
Elevation 2- Maple base cabinets and maple display cabinets with glass door and shelves

Finishing and installation are not included

Total \$9,284.00

Thank you

Bruce Kruthoff



EAST WALL RENDERING

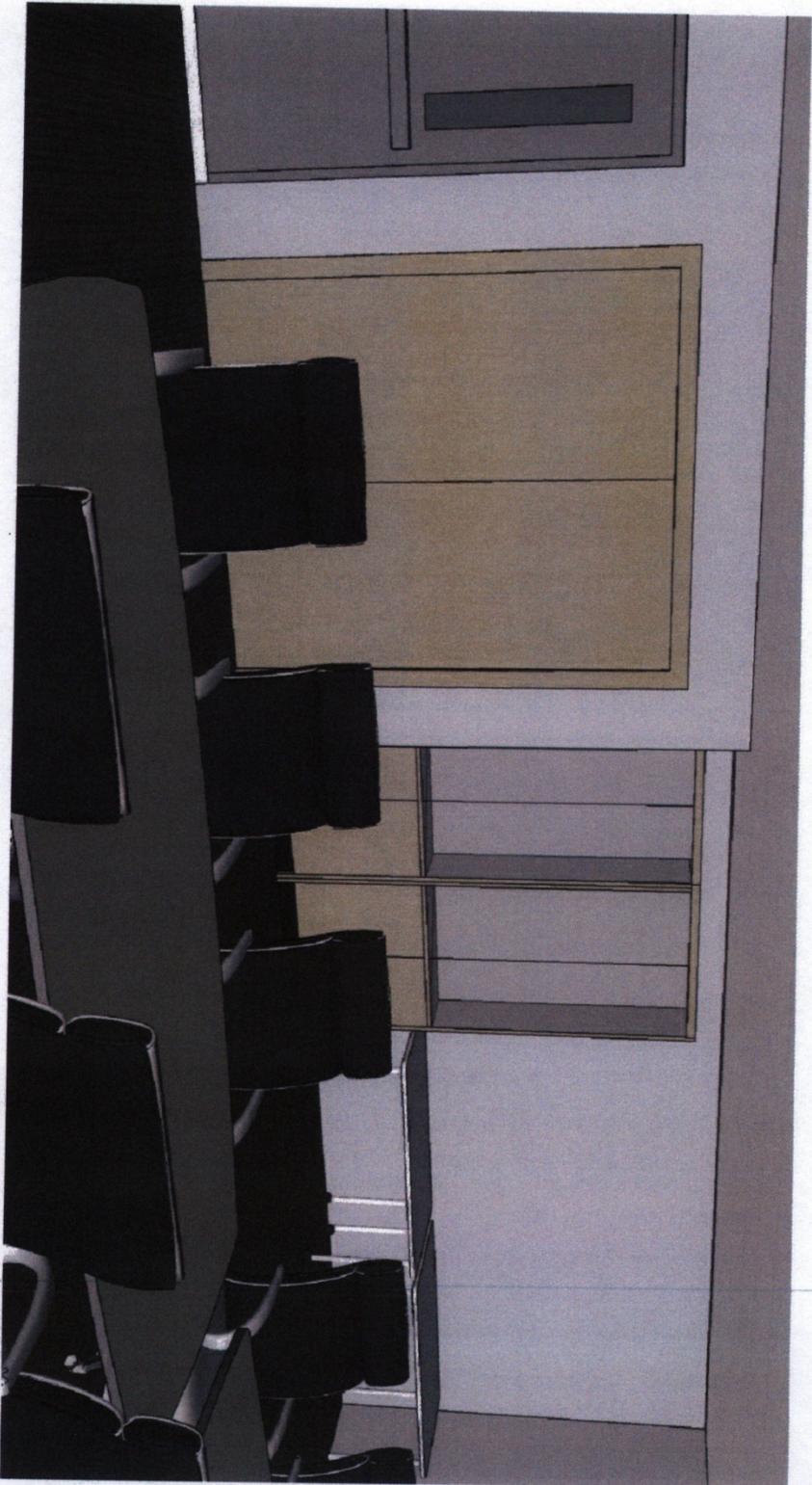
TAG The Architectural
Group, Inc.

3100 Prairie Sky
Grandville, Michigan 49418
Phone 616.531.2040 Fax 616.531.0221
www.TheArchitecturalGroup.com

City of Wyoming Clean Water Plant
Conference Room Renovations
File No: 1602-4 Date: 04/05/2016
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Sketch No.

1



WEST WALL RENDERING

TAG The Architectural Group, Inc.
3100 Prairie Sky, Grandville, Michigan 49418
248.644.4400
www.TheArchitecturalGroup.com

City of Wyoming Clean Water Plant
Conference Room Renovations
File No.: 1602-4 Date: 04/05/2016
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Sheet No.

2

RESOLUTION NO. _____

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

WHEREAS:

1. As detailed in the attached Staff Report, Hamilton Helicopters, Inc. has submitted an agreement for gypsy moth suppression spraying services at a cost of \$66.00 per acre.
2. The Gypsy Moth Suppression Spraying Services will be funded through a Special Assessment as approved by the City Council.
3. It is recommended the City Council accept the proposal.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal for aerial insecticide spraying services from Hamilton Helicopters, Inc. in the total estimated amount of \$30,400.00.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement for the gypsy moth suppression series.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 18, 2016.

ATTACHMENTS:
Staff Report
Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: April 12, 2016

Subject: Gypsy Moth Suppression Spraying Services for 2016

From: Kelli A. VandenBerg, City Clerk

Council Meeting Date: Monday, April 18, 2016

Recommendation

It is recommended the City Council accept a proposal from Hamilton Helicopters, Inc. for award of the contract for gypsy moth suppression spraying services at a cost of \$66.00 per acre. A total of 460 acres is recommended for treatment.

Sustainability Criteria

Environmental Quality – The approval of this agreement will allow for the treatment and suppression of gypsy moths, providing protection to trees and properties in the affected areas.

Economic Strength – Approval of this agreement ensures the treatment of gypsy moths will be done at a price that is consistent with previous treatment programs.

Social Equity – Approval of this agreement will help facilitate the treatment of properties with a nuisance level infestation of gypsy moths, as well as public spaces including several City properties.

Discussion

In response to citizen concerns and field assessment indications, the City of Wyoming is coordinating a gypsy moth suppression program for the spring of 2016. Previous suppression programs in 2009, 2010 and 2015 have been successful in reducing gypsy moth populations and in protecting properties and natural resources from the effects of a nuisance-level gypsy moth infestation. Wyoming still has several pockets where gypsy moths continue to maintain higher than desired gypsy moth populations and those areas of the City are now recommended for treatment.

Within a suburban/urban setting such as Wyoming, the preferred method for application of an aerial insecticide spray is helicopter (versus fixed-wing aircraft). In 2009, only two firms responded to a joint bid between the cities of Kentwood, Walker and Wyoming. The low bidder, Mid-Michigan Helicopter, Inc. was granted the project and satisfactorily performed both the 2009 and 2010 suppression programs. In 2015, the owner of Mid-Michigan Helicopter sold his business to Hamilton Helicopter, Inc. and in June 2015, Hamilton Helicopter successfully completed Wyoming's gypsy moth suppression spraying services. Given the limited number of firms who respond to bids for this type of service, as well as Hamilton Helicopter's knowledge of the community and consistent pricing, it is recommended that the City of Wyoming contract with Hamilton Helicopter, Inc. for the 2016 gypsy moth suppression spraying services.

Budget Impact

A total of 460 acres are recommended for treatment. Including the aerial spray service, as well as field consulting services, mailings of required notifications, total costs for the project are expected to be approximately \$40,000. As there are currently no funds available to provide aerial spraying for gypsy moths, a special assessment has been proposed to accommodate the expense of this service. The special assessment would charge a flat fee of \$27 per parcel to those in the spray area. Several larger properties (1/2 acre or larger) have been identified for a separate special assessment that would charge a rate of \$91.00 per acre. Based on funding this program through a special assessment, there is no impact to the budget.

Attachments: Hamilton Helicopter Proposal

GYPSY MOTH SUPPRESSION SERVICES AGREEMENT

This agreement is made as of _____, 2016, between the City of Wyoming, a Michigan Municipal Corporation at 1155 28th Street, PO Box 905, Wyoming, Michigan 49509-0905 (hereafter referred to as the City), and Hamilton Helicopter Inc.(hereafter referred to as Hamilton Helicopters).

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

NOW, therefore, the parties agree as follows:

- A. With regard to the gypsy moth suppression program, the City shall provide or arrange for the following to be performed.
 - 1) Determination of spray blocks.
 - 2) Provide homeowner notification of the spraying program, and make all public notices required, and make sure there are no objectors in the spray blocks.
 - 3) Provide location of all objectors in and outside the spray blocks, and exclude and defend Hamilton Helicopters from any action ,legal or otherwise, that should arise from the "no exclusion policy".
 - 4) Provide digitized maps of the spray blocks.
 - 5) Provide traffic and crowd control at the time of spraying, in the spray blocks and at the load site if deemed necessary by the parties.
 - 6) Provide a central loading site.
- B. With regard to the gypsy moth suppression program, Hamilton Helicopters shall:
 - 1) Have and maintain insurance coverage during the term of this agreement in the amount of \$3,000,000.00 single limit bodily injury and property damage. The City and its employees shall be named as "additional insured". All liability for Hamilton Helicopters and its employees will be limited to the insurance policy provided.
 - 2) Will apply to the F.A.A. for a (workable) congested area spray plan for the time period from May 1, 2016 to June 15, 2016.
 - 3) Provide Bacillus Thuringiensis 'BT' at the rate of 19 B.I.U. per acre to cover approximately 460 acres for the City.
 - 4) Coordinate the spray timing with Aquatic Consulting Services.
- C. In addition to providing the services in section A above, the City shall pay Hamilton Helicopters a fee of \$66.00 per acre for providing the services listed in paragraph B. This shall be paid within 30 days of billing.
- D. In the event Hamilton Helicopters is prevented from spraying as a result of legal action, court injunction, terrorist related problems or any problems beyond the control of Hamilton Helicopters, the City will pay \$15.00 per acre to cover some of the costs incurred.
- E. For the purposes of this contract, the contractor and its employees shall be considered Independent Contractors.
- F. Either party upon thirty (30) days' notice may terminate this agreement. In addition, this agreement may be amended by mutual consent of the parties.

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

CITY OF WYOMING

Hamilton Helicopters, Inc.

DATE _____
Jack A. Poll, Mayor

DATE _____

DATE _____
Kelli A. VandenBerg, City Clerk

Its _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE
PURCHASE OF COMMUNICATIONS EQUIPMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended City Council authorize the purchase of communications equipment for the Public Safety communications towers to the Kent County Dispatch Center from Drew Wireless LLC in the estimated amount of \$12,075 as show on the attached quotation.
2. Sufficient funds are available in the Police Communications/Dispatch Capital Outlay Account number 101-305-32500-987000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of communications equipment in the estimated amount of \$12,075 from Drew Wireless LLC.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 18, 2016.

ATTACHMENTS:
Staff Report
Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: April 11, 2016

Subject: Wyoming Communication Towers to the Kent County Dispatch Center Connection

From: Lt. Mark Easterly

Meeting Date: April 18, 2016

Recommendation:

It is recommended that the City of Wyoming approve the purchase of the listed Communications Equipment for the Public Safety Communications Towers to the Kent County Dispatch Center, as a part of the transfer of dispatch service from Grand Rapids to Kent County. We request processing this as a sole source purchase as this equipment will seamlessly integrate with current equipment that we and the Kent County Dispatch Center utilize.

Sustainability Criteria:

Environmental Responsibility: There are no Environmental Sustainability Criteria for this purchase.

Social Equity: This recommendation will provide service to all residents of the City of Wyoming, and any other individual utilizing Emergency Communications services through the Wyoming Department of Public Safety, without regard to income level or socio-economic status.

Economic Strength: The Wyoming Department of Public Safety is committed to providing excellent customer service. Providing these necessary emergency communication equipment upgrades allows the City of Wyoming to maintain high quality infrastructure and integrate with any forthcoming communication equipment updates.

Discussion:

With the approved switch of emergency dispatch services from the City of Grand Rapids to the Kent County Dispatch Center, there is a need to add an additional set of microwave transmitters / receivers from the Hook Water Tower to the Kent County Sheriff's Department on Ball Avenue NE for Public Safety Department. Drew Wireless LLC is the communications equipment and service provider for Kent County. This purchase completed through Drew Wireless will keep all of the equipment similar in configuration and compatible with all current communications equipment throughout Kent County Emergency Communication Operations.

Budget Impact:

Funds for the equipment purchase exist in the Police Communications / Dispatch Capital Outlay Account #101.305.32500.987.000.

DREW WIRELESS LLC

459 COLLINDALE NW
GRAND RAPIDS, MICHIGAN 49504
616-453-7200

Customer:
Wyoming Police Department
2300 De Hoop Ave SW
Wyoming, MI 49509

Project:
Communications Tower
701 Ball Connection

QUOTE

Contract #	Invoice #	Design By	Date	Billing Type	Terms
	WPD041316	DREW	04-13-2016	Public Safety	Net 15

Item	Quantity	Part #	Description	Unit Price	Total
1	2	Radwin ODU	4.9-6.0 Microwave 701 to Hook	1500.00	3000.00
2	2	Radwin IDU	4 T-1 IDU-C Power Supply & cables 701 to Hook	500.00	1000.00
3	1	Tower Crew	701 Ball Tower Climb	1000.00	1000.00
4	1	INSTALLATION	Install microwave, 2 VHF antennas & 3 lines at Hook	4000.00	4000.00
5	2	DB224-A	Commscope VHF Base Antenna Includes Shipping	750.00	1500.00
6	450	7/8 Heliax	7/8" Coax Cable With Connectors On Hook	3.50	1575.00
7					
8			Test, Tune, Sweep, & Align Lines and Antennas		
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					

**WIRELESS VOICE AND DATA SYSTEM DESIGN
AND CONSULTING SERVICES**

Subtotal	12075.00
Tower Work	
Freight	Delivered
FCC/Cord	
Total	12075.00

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Four Pumps	JGM Valve Corporation	\$52,000.00
Fence Removal and Installation	M&M Fencing, Inc.	\$16,520.00

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 18, 2016.

ATTACHMENTS:
Staff Reports

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: April 4, 2016
Subject: Award of Bid for Four Pumps
From: Tom Wilson, Clean Water Plant Maintenance Supervisor
Date of Meeting: April 18, 2016

Recommendation

It is recommended that the City Council award the bid from JGM Valve Corporation for the purchase of four pumps, two for the Himes Street lift station and two for the Union Street lift station at a cost of \$52,000.00 which includes shipping.

Sustainability Criteria:

Environmental Quality – The Clean 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. Installation of these pumps will help prevent the possibility of a sanitary sewer overflow due to clogging caused by the disposal of “flushable” consumer items such as wipes.

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 – Regular and proper upkeep of City equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Plant. Installation of these pumps in other locations has proven to reduce the amount of time spent by the maintenance staff unclogging our lift station pumps.

Discussion:

On March 29, 2016, four bids were received in response to our request for four new chopper-type pumps to replace the two existing centrifugal pumps in both the Himes Street and Union Street lift stations. Seventeen invitations to bid were sent to prospective bidders.

The existing pumps have become inadequate in that they become plugged frequently. The main issue is a group of consumer products which are marketed as being “flushable.” Most items deposited in the sewer will either disintegrate or become pliable enough so the product can be pumped. Flushable wipes, despite being advertised as such, are not flushable and do not disintegrate. As a result, as we attempt to pump from the wetwell the wipes become bound around the impeller and clog the pump. Frequently, the maintenance staff from the Clean Water Plant needs to pull a pump and unplug approximately 15-20 pounds of wipes and then reinstall the pump. In other areas of the City we have sent out flyers, knocked on doors, and spoken to residents directly about the hazards of flushable wipes and how to properly dispose of them but to no avail.

The four pumps we have specified have a proven history of being able to chop up rope, clothes and rags without clogging. We have recently installed the same model of chopper pumps at the 30th Street, Robin Street, and Pinehurst lift stations. As a result, we have experienced many fewer instances of clogged pumps at these lift stations.

My review of the bids received determined that the bid submitted by JGM Valve Corporation, the lowest bidder, met all bid specifications. The two bids that were received are as follows:

JGM Valve Corporation	\$52,000.00
Apex Pinnacle	\$61,638.96

JGM Valve Corporation will be responsible for supplying the pumps and the maintenance staff from the Clean Water Plant will be responsible for their installation.

Budget Impact:

Based on the information presented, it is recommended that the City Council accept the bid received for the purchase of four chopper-type pumps by JGM Valve Corporation in the amount of \$52,000.00. Adequate funds are available in the Sewer Fund Public Works Capital Outlay Account #590-441-54400-972.544.

Staff Report

Date: April 13, 2016
Subject: Fence Removal and Installation – Pinery Park Courts
From: Jeff Anderson, Parks and Facilities Supervisor
Cc: Rebecca L. Rynbrandt, Director of Community Services
Meeting Date: April 18, 2016

RECOMMENDATION:

It is recommended that removal and installation of new aluminized fencing at the Pinery Park basketball and tennis court be awarded to M&M Fencing, Inc. who submitted the lowest, complete bid in the amount of \$16,520.00.

SUSTAINABILITY CRITERIA:

Environmental Quality – The current fencing around the basketball and tennis courts installed over 25 years ago is in poor condition and in need of replacement.

Economic Strength – The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. This project is being funded by a Community Development Block Grant (CDBG) award.

Social Equity - The City's Parks and Recreation Department is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life of all the citizens of the City of Wyoming.

DISCUSSION:

Requests for Proposals were sent to twenty-two (22) prospective bidders and five (5) bids were received on March 15, 2016. The bids received are as shown below:

Fence Consultants of West Michigan	\$ 14,927.00
M&M Fencing Inc.	\$ 16,520.00
RMD Holdings, Ltd. d/b/a Nationwide Construction Group	\$ 21,412.00
American Fence & Supply Co., Inc.	\$ 23,674.00
American Fence Erectors, Inc.	\$ 26,745.00

Upon detailed review of the bids, it was noted that the initial perceived lowest bidder, Fence Consultants of West Michigan, did not provide a lump sum bid as required. Rather, they provided a quote excluding permits, staking, restoration, etc. Additionally, they would only hold their pricing for 30 days.

The lowest, complete, lump sum bid was provided by M&M Fencing, Inc. As detailed in the attached bid from M&M Fencing Inc., the cost to remove the old fencing and install the new fencing will be \$16,520.00. The new fencing qualifies under the Community Development Block Grant funding.

Budget Impact:

Community Development Block Grant funds for the purchase and installation of the exercise equipment is available in account number 256-400-69215-956.113.