

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, APRIL 20, 2015, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor David Christian, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the Regular Meeting of April 6, 2015 and the Committee of the Whole Meeting of April 13, 2015
- 7) Approval of Agenda**
- 8) Public Hearings**
 - 7:01 p.m.** To Confirm Special Assessment Roll 15-794 for a Gypsy Moth Suppression Program
 - 7:02 p.m.** To Confirm Special Assessment Roll 15-795 for a Gypsy Moth Suppression Program
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Patricia Larabel Retirement
 - b) Proclamations
 1. Godwin Heights Boys Varsity Basketball Team Class B State Championship
 2. White Cane Week
- 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. 49 – To Appropriate \$1,150,000 of Budgetary Authority to Provide Funding for and Recognize the Associated Reimbursement for the Investigation, Damage Claims, Litigation, Demolition and Reconstruction of the Holland-Wyoming Interconnect Valve and Meter Station
- 14) Consent Agenda**

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

 - a) Of Appreciation to Joe Koopmans for His Service as a Member of the Historical Commission for the City of Wyoming

- b) To Appoint Kara Pike as a Member of the Community Enrichment Commission for the City of Wyoming
- c) To Set a Public Hearing to Establish an Industrial Development District for Jasper Weller, LLC in the City of Wyoming (May 4, 2015 at 7:02 p.m.)

15) Resolutions

- d) To Accept Grant Funding Received from the United States Department of Justice Bulletproof Vest Partnership Grant
- e) To Consider an Application from Rommie Bailey (d/b/a Kitzingen Brewery) for a New Micro Brewery Licensed Business to be Located at 1760 Forty Fourth Street SW, Wyoming 49509, Kent County, Michigan
- f) To Confirm Special Assessment Roll 15-794 for the Purpose of Providing Aerial Insecticide Spray for a Gypsy Moth Suppression Program
- g) To Confirm Special Assessment Roll 15-795 for the Purpose of Providing Aerial Insecticide Spray for a Gypsy Moth Suppression Program

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

- h) 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
- i) To Award a Bid for Concrete Replacement to Thomas R. Wheeler Construction Services
- j) To Authorize Michigan Pavement Markings to Perform the Annual Pavement Marking for 2015
- k) For Award of Bid and to Authorize the City Manager to Execute a Contract for Weed Control and Property Maintenance
- l) To Accept Professional Services for the Low Service Number 3 Variable Frequency Drive Replacement and to Authorize the Mayor and City Clerk to Execute the Agreement
- m) To Accept a Proposal for the Water Treatment Plant's Two Intake Cribs, Intake Chlorine Conduit and the Low Service Station Pump Suction Well

17) Ordinances

- 4-15 To Add Article VI to Chapter 30 of the Code of the City of Wyoming Entitled "Water Well Restriction" (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

PROCLAMATION OF CONGRATULATIONS

**GODWIN HEIGHTS BOYS VARSITY BASKETBALL TEAM
CLASS B STATE CHAMPIONSHIP - 2015**

WHEREAS, the Godwin Heights Boys Basketball Team, their Coach Tyler Whittemore, Assistant Coaches/Support Staff: Troy Maleport, Emmanuel Tommy, Cecil Brown and Kyle Teeples deserve special recognition for their 2015 basketball season, and

WHEREAS, the Godwin Heights Boys Basketball Team showed their best Basketball, on March 28, 2015, as they defeated Detroit Henry Ford, 85 – 68, winning the Class B Boys Varsity Basketball State Championship, and

WHEREAS, the championship team finished an amazing season with a record of 26-1; the win gave Godwin Heights its first state championship in program history.

NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, Michigan on behalf of the City Council do hereby express sincere congratulations and recognition to the Godwin Heights Boys Basketball Team, their Coach Tyler Whittemore, Assistant Coaches/Support Staff Troy Maleport, Emmanuel Tommy, Cecil Brown and Kyle Teeples for their outstanding achievement during the 2015 basketball season.

JACK A. POLL, MAYOR
City of Wyoming, Michigan

PROCLAMATION

WHITE CANE WEEK
April 25 to May 2, 2015

WHEREAS, many in our community who are blind or visually impaired use white canes to enable them to enjoy greater mobility, engage in productive work and participate fully in all aspects of life, and

WHEREAS, Lions Clubs International has declared the week of April 25 to May 2, 2015 'White Cane Week'; donations are solicited to assist in various projects to assist the visually and hearing impaired, and other public service projects, and

WHEREAS, the Wyoming Lions Club will carry out its annual White Cane Days on May 1, and May 2, 2015; Wyoming Lions Club provides eye and hearing exams, glasses and hearing aids to the citizens in need as well as other public service projects, and

WHEREAS, the City of Wyoming recognizes and celebrates the white cane as a symbol of the determination and independence of the blind and visually impaired, and

NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, do hereby proudly proclaim the week of April 25 to May 2, 2015 as

WHITE CANE WEEK

in the City of Wyoming, and encourage all of our citizens to contribute to the Wyoming Lions Club during this week, to work together to ensure that the benefits and privileges of our City are available to those who are blind or visually impaired.

JACK A. POLL, MAYOR
City of Wyoming, Michigan

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO JOE KOOPMANS FOR HIS SERVICE
AS A MEMBER OF THE HISTORICAL COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Joe Koopmans has served faithfully and effectively as a member of the Historical Commission since June 15, 2009.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Joe Koopmans for his dedicated service as a member of the Historical Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 20, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT KARA PIKE AS A MEMBER OF THE
COMMUNITY ENRICHMENT COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Kara Pike has submitted an application requesting appointment to the Community Enrichment Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2017 on the Community Enrichment Commission.
3. It is the desire of the City Council that Kara Pike be appointed to fill that unexpired term on the Community Enrichment Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby appoint Kara Pike as a member of the Community Enrichment Commission of the City of Wyoming for the unexpired term ending June 30, 2017.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 20, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING
TO ESTABLISH AN INDUSTRIAL DEVELOPMENT DISTRICT FOR
JASPER WELLER, LLC IN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming has the authority to establish Industrial Development Districts within the City of Wyoming under the provisions of Act 198 of Public Acts of 1974, as amended.
2. Jasper Weller, LLC has requested that the City establish an Industrial Development District for its property located at 5960 Burlingame Ave SW, Wyoming, MI 49509.
3. Prior to establishing such districts, it is necessary to first hold a public hearing at which the owners of the affected property and any other resident or taxpayer of the City can be given an opportunity to comment on the establishment of an Industrial Development District.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council shall hold a public hearing on May 4, 2015 at 7:02 p.m., at Wyoming City Hall, 1155 28th Street SW, Wyoming, MI 49509, at which the owners of property located within the proposed Industrial Development District and other residents or taxpayers of the City shall be given an opportunity to comment on the establishment of the proposed district to be comprised of the property described on the attached Exhibit A, which is incorporated by reference, and commonly known as 5960 Burlingame Ave SW, Wyoming, MI 49509.
2. Notice of this hearing shall be given to the applicant, the Assessor, and a representative of each affected taxing unit, and shall be posted in City Hall.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 20, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT: Exhibit A - Legal Description

Resolution No. _____

EXHIBIT A

Legal Description

Address: 5960 Burlingame Avenue SW, Wyoming, MI 49509

Tax Parcel No.: 41-17-35-300-035

Legal Description:

S 1/2 SW 1/4 SW 1/4 EX W 40 FT & EX E 990 FT & EX S 40 FT OF REMAINDER * SEC 35 T6N R12W 4.12 A.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT GRANT FUNDING
RECEIVED FROM THE UNITED STATES DEPARTMENT OF JUSTICE
BULLETPROOF VEST PARTNERSHIP GRANT

WHEREAS:

1. The City of Wyoming Public Safety Department has applied for and received an United States Department of Justice Bulletproof Vest Partnership Grant in the amount of \$4,667.05 to be used toward the procurement of bullet resistant vests directly related to basic law enforcement functions.
2. The City of Wyoming would accept \$4,667.05 in grant funds designated for the procurement of bullet resistant vests directly related to basic law enforcement functions.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the United States Department of Justice Bulletproof Vest Partnership Grant in the amount of \$4,667.05.
2. Chief James E. Carmody shall serve as the Program Director responsible for the Wyoming Department of Public Safety bullet resistant vest procurement and yearly status reports to be submitted to the United States Department of Justice.
3. The City of Wyoming Finance Director or designee shall be responsible for the Wyoming Department of Public Safety financial status reports to be submitted to the United States Department of Justice.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 20, 2015.

Kelli A. Vandenberg, Wyoming City Clerk

Easterly, Mark

From: BVP <bvp@usdoj.gov>
Sent: Monday, August 18, 2014 7:30 PM
Subject: [QUAR] Fiscal Year 2014 Bulletproof Vest Partnership Awards

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2014 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2014 BVP awards is available at: <http://www.ojp.usdoj.gov/bvpbasi/>.

The FY 2014 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2014. The deadline to request payments from the FY 2014 award is August 31, 2016, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests:

Ballistic Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-ballistic-armor.htm>

Stab Resistant Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-stab-armor.htm>

As a reminder, all jurisdictions that applied for FY 2014 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: <http://www.ojp.usdoj.gov/bvpbasi/docs/FAQsBVPMandatoryWearPolicy.pdf>.

Finally, please visit the following page for checklists and guides for each step of the BVP process: <http://ojp.gov/bvpbasi/bvpprogramresources.htm>

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

Thank you

BVP Program Support Team

MI	PITTSFIELD CHARTER TOWNSHIP	\$1,485.80	4
MI	PLAINWELL CITY	\$1,311.56	4
MI	PORT HURON CITY	\$3,015.63	9
MI	PORTAGE CITY	\$6,653.54	20
MI	PRAIREVILLE TOWNSHIP	\$2,678.17	3
MI	RICHFIELD TOWNSHIP	\$2,195.19	7
MI	ROCKFORD CITY	\$825.71	3
MI	ROMULUS CITY	\$3,590.04	8
MI	ROSCOMMON COUNTY	\$5,643.54	18
MI	ROSE CITY	\$335.07	1
MI	ROSEVILLE CITY	\$20,726.50	50
MI	ROYAL OAK CITY	\$6,916.81	17
MI	SAGINAW CHARTER TOWNSHIP	\$1,256.51	5
MI	SAGINAW CITY	\$8,309.75	28
MI	SAND LAKE VILLAGE	\$1,483.88	5
MI	SAULT STE MARIE CITY	\$2,984.52	11
MI	SCHOOLCRAFT VILLAGE	\$3,015.63	7
MI	SHELBY CHARTER TOWNSHIP	\$11,763.21	32
MI	SHIAWASSEE COUNTY	\$12,486.16	37
MI	SOUTH HAVEN CITY	\$7,086.74	21
MI	SPARTA VILLAGE	\$2,907.93	9
MI	ST CLAIR CITY	\$622.27	2
MI	ST IGNACE CITY	\$662.00	2
MI	ST JOHNS CITY	\$701.73	2
MI	ST LOUIS CITY	\$828.10	3
MI	STOCKBRIDGE VILLAGE	\$331.72	1
MI	STURGIS CITY	\$1,780.66	6
MI	SUMPTER TOWNSHIP	\$1,003.30	3
MI	TECUMSEH CITY	\$1,317.31	4
MI	THREE RIVERS CITY	\$1,579.62	5
MI	TROY CITY	\$5,109.34	18
MI	TUSCOLA COUNTY	\$1,531.38	4
MI	VAN BUREN CHARTER TOWNSHIP	\$3,762.36	12
MI	VAN BUREN COUNTY	\$3,432.08	11
MI	WALKER CITY	\$2,680.56	7
MI	WATERLOO TOWNSHIP	\$25,848.29	54
MI	WAYNE COUNTY AIRPORT AUTHORITY	\$17,705.10	62
MI	WEST BLOOMFIELD CHARTER TOWNSHIP	\$6,545.36	20
MI	WYOMING CITY	\$4,667.05	15
MI	YPSILANTI CITY	\$5,361.13	20
MI	ZEE LAND CITY	\$720.88	2
	Totals for MI(161 Jurisdictions):	\$671,747.32	2115
MN	AITKIN COUNTY	\$2,022.39	5
MN	ALBERT LEA CITY	\$3,446.44	6
MN	ALEXANDRIA CITY	\$3,741.77	6
MN	ANNANDALE CITY	\$774.49	2
MN	ANOKA CITY	\$5,736.88	15
MN	APPLE VALLEY CITY	\$3,034.67	6
MN	BAUDETTE CITY	\$1,278.05	3
MN	BELTRAMI COUNTY	\$4,389.42	11
MN	BENSON CITY	\$1,723.22	3
MN	BENTON COUNTY	\$4,544.99	9
MN	BIG LAKE CITY	\$2,522.60	5
MN	BLOOMINGTON CITY	\$16,195.87	31
MN	BLUE EARTH COUNTY	\$966.92	2
MN	BRAINERD CITY	\$6,680.77	16
MN	BREEZY POINT CITY	\$2,527.32	5
MN	BROOKLYN PARK CITY	\$3,231.04	9
MN	BROWN COUNTY	\$5,420.95	10

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION

RESOLUTION NO. _____

At a Regular meeting of the Wyoming City Council
(Regular or Special) (Township Board, City or Village Council)

called to order by Mayor Poll on April 20, 2015 at 7:00 P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

Rommie Bailey (d/b/a Kitzingen Brewery) for a new Micro Brewery licensed business to be located at 1760 Forty Fourth Street SW, Wyoming 49509, Kent County, Michigan

be considered for Approval **“above all others”**
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

Recommended for issuance
(Recommended or not Recommended)

State of Michigan)

County of Kent)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the Wyoming City Council at a Regular
(Township Board, City or Village Council) (Regular or Special)

meeting held on April 20, 2015
(Date)

SEAL

(Signed) _____
(Township, City or Village Clerk)

Kelli A. VandenBerg, City Clerk
City of Wyoming, Michigan
1155 28th Street SW
Wyoming, MI 49509-0905

Resolution No. _____

MEMORANDUM
City of Wyoming, Michigan

TO : Curtis L. Holt, City Manager

cc: Heidi Isakson, Deputy City Manager
Jack Sluiter, City Attorney

FROM: Kelli A. VandenBerg, City Clerk

DATE: April 14, 2015

RE: Application for Micro Brewery Liquor License
Kitzingen Brewery, 1760 44th Street SW, Suite 8A

Rommie Bailey (d/b/a Kitzingen Brewery) has applied for a micro brewery liquor license for a proposed new business at 1760 44th Street SW, Suite 8A. Mr. Bailey's application for a micro brewery liquor license is the first application received for this type of license in the City of Wyoming. As such, I feel it is important to provide some pertinent details that were considered during the review of this application.

MCL 436.1109 (2) defines a "micro brewer" as "a brewer that produces in total less than 30,000 barrels of beer per year and that may sell the beer produced to consumers at the licensed brewery premises for consumption on or off the license brewery premises". Staff at the Liquor Control Commission indicated the micro brewery license is treated very much like a tavern or class C license. The two major differences are that micro brewers can only sell what they produce and the micro brewery designation is not considered in a community's license quota.

Also, Wyoming's ordinances specifically address kitchen and dining facilities for tavern, class C, class A-Hotel and class B-Hotel liquor licenses. No such provision exists for the micro brewery license, so there is no requirement for such facilities. In this particular case, Mr. Bailey does not have immediate plans to provide food service as part of this operation but noted that may be something he will consider in the future.

A review of the application was requested from the Police Department, City Treasurer, Chief Building Official and the City's Development Review Team. All entities have reviewed the application and have indicated approval.

I have drafted a resolution to approve the application in the required Liquor Control Commission format for Council consideration.

CITY OF WYOMING, MICHIGAN
APPLICATION FOR LIQUOR LICENSE

APPLICANT: <u>Rommie BAILEY</u> <small>(Same name on application to the Liquor Control Commission.)</small>	<input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION <u>LLC</u>
BUSINESS LOCATION ADDRESS: <u>1760 44th Street SW Ste 8A</u> <u>Wyoming MI 49509</u> PHONE: <u>616-301-1811</u> ALTERNATE PHONE: <u>534-3104</u>	BUSINESS MAILING ADDRESS: <u>1560 Woodhull Ct SW.</u> <u>Wyoming MI 49509</u> EMAIL: _____ FAX: _____
LICENSE REQUESTED: <u>MICRO</u> <input type="checkbox"/> TAVERN <input checked="" type="checkbox"/> <u>Brewery</u> <input type="checkbox"/> CLASS C <input type="checkbox"/> CLASS B HOTEL	D/B/A/ (name used to advertise/market) <u>Kutzinger Brewery</u>
WILL THE PROPOSED BUSINESS OCCUPY A(N): <input checked="" type="checkbox"/> EXISTING BUILDING <input type="checkbox"/> NEW BUILDING	DO YOU: <input type="checkbox"/> OWN BUILDING <input checked="" type="checkbox"/> LEASE BUILDING BUILDING OWNER: <u>John Lee Koetle</u>
ARE FURNITURE & FIXTURES: <input checked="" type="checkbox"/> OWNED <input type="checkbox"/> LEASED	FURNITURE & FIXTURE OWNER: <u>Rommie Bailey</u>
NAME OF PERSON RESPONSIBLE FOR DAILY OPERATION OF BUSINESS: <u>Rommie Bailey</u>	
NAME OF BANK FOR BUSINESS ACCOUNT:	
FIRM, ACCOUNTANT OR PERSON RESPONSIBLE FOR FINANCIAL RECORDS: NAME: <u>Tom Schepers</u> ADDRESS: <u>100 Roland Street PO. Box 132</u> <u>McBain MI 49657</u>	
NAME OF PERSON COMPLETING APPLICATION: <u>Rommie BAILEY</u>	TITLE OF PERSON COMPLETING APPLICATION: <u>owner</u>
SIGNATURE: <u>Rommie Bailey</u>	DATE:

ATTACH:

1. A SCALED ENGINEER'S OR ARCHITECT'S DRAWING WHICH SHOWS THE TOTAL SQUARE FOOTAGE, DINING SQUARE FOOTAGE, KITCHEN SQUARE FOOTAGE, TOTAL TABLE SEATING, AND TOTAL COUNTER SEATING.
2. A PERSONAL INFORMATION SHEET FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER.
3. APPLICATION FEE OF \$300 PAYABLE TO THE CITY OF WYOMING.

PERSONAL INFORMATION SHEET – COPY AND COMPLETE THIS PAGE FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER

NAME: <i>Romane Bailey</i>	TITLE <i>owner</i>
RESIDENT ADDRESS: <i>1560 Woodhill Ct. Sw. Wyoming MI 49509</i>	PHONE: <i>616-301-1811</i>
SOCIAL SECURITY NUMBER:	DATE OF BIRTH:
RESIDENT OF THE STATE OF MICHIGAN? <input checked="" type="checkbox"/> YES <u>54</u> YEARS <input type="checkbox"/> NO	
Describe similar business ventures or related experience: <i>mortgage Broker 10 years</i>	
Do you, a member of your family or your corporation hold a license for the sale of alcoholic beverages at the present time: <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you, a member of your family or your corporation previously held a license for the sale of alcoholic beverages in the State of Michigan? <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you ever been convicted of any criminal act? <input checked="" type="checkbox"/> Yes - describe state, county and date of conviction <input type="checkbox"/> No	

I hereby authorize City officials to investigate any or all information supplied, related to, or implied by this application. I further authorize City officials to secure additional information necessary to complete this application. I understand that this information will be considered by the Wyoming City Council in review of this application, and that the information contained herein may be subject to public disclosure under the Freedom of Information Act.

Signature of owner, partner, corporate officer or manager: *X Romane Bailey*

State of Michigan
Kent County

Subscribed and sworn to before me on this 9th day of March, 2015.

X [Signature]
Signature of Notary

Jess M. [Signature]
Printed Name

My commission expires: 10-13-2018

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): Rommie Bailey / Kitzingen Brewery	PROPOSED LICENSE LOCATION: 1760 44th St., Ste. BA
LICENSE TYPE: Micro Brewery	

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

Yes No

The applicant(s) have the following outstanding obligations with the City of Wyoming (list)

Andrea Boot

Andrea Boot, Treasurer

Date: 3/10/15

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): Rommie Bailey / Kitzingen Brewery	PROPOSED LICENSE LOCATION: 1760 44th St., Ste BA
LICENSE TYPE: Micro Brewery	

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS IS NOT in compliance with Section 14-177 through 14-179 of the City Code.

James W DeLange
James DeLange, Chief Building Inspector

Date:

March 10, 2015

LIQUOR LICENSE APPLICATION -- DEPARTMENT REVIEW

APPLICANT(S): Rommie Bailey	PROPOSED LICENSE LOCATION: 1760 44 th St SW, SA
LICENSE TYPE: micro-brewery	

DEVELOPMENT REVIEW TEAM

The Development Review Team has reviewed the application for the proposed liquor license and recommend

- approval
 denial

of the license application by the City Council.

Comments: _____

(Explain recommendation for denial)

Hiedi A. [Signature]
Development Review Team

Date: 3/23/15

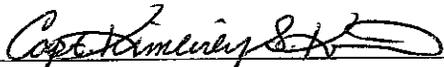
LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <i>RAMONEE DAVID BAILEY</i>	PROPOSED LICENSE LOCATION: <i>1760 44TH ST SU # 819</i>
LICENSE TYPE: <i>MICRO-BREWERY</i>	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 Yes No
2. Is the proposed location satisfactory for this business?
 Yes No
3. Should this request be considered for approval by the City Council?
 Yes No


James Carmody, Police Chief

Date: 04/07/15

RESOLUTION NO. _____

RESOLUTION TO CONFIRM SPECIAL ASSESSMENT ROLL 15-794
FOR THE PURPOSE OF PROVIDING AERIAL INSECTICIDE SPRAY
FOR A GYPSY MOTH SUPPRESSION PROGRAM

WHEREAS:

1. The City Council, after due and legal notice, has met and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the public improvement, hereafter described as: Aerial Insecticide Spray for a Gypsy Moth Suppression Program – Special Assessment Roll 15-794.
2. After hearing all interested persons and carefully reviewing the special assessment roll, the Council deems this public improvement to be fair, just and equitable, and that each of the assessments contained therein results in the special assessment being in accordance with the benefits derived by the parcel of land assessed.
3. 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. This special assessment, as prepared by the City Assessor, in the amount of \$24.00 per parcel is hereby confirmed and shall be known as Special Assessment Roll 15-794.
2. Assessments will become due and payable at the time of completion of the aerial spray.
3. Said this special assessment will be billed with the City tax bill and paid in one (1) one-time installment, this installment of the special assessment roll will be due and payable on August 31, in the year after the completion of the aerial spray. Interest not to exceed One and One Half (1.5%) percent on the unpaid balance will be added as provided in the City Charter in the same manner as interest on the late payment of taxes.
4. The City Clerk shall endorse the date of confirmation with this special assessment roll, and the City Treasurer shall issue an initial statement with the first property tax bill issued following completion of the aerial spray, which shall include the total assessment and shall advise the property owner of payment options. Said statement shall be mailed by First Class mail to each property owner in the special assessment district as shown on the current tax assessment rolls of the City.
5. All resolutions and parts of resolutions, insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.
6. Property owners may appeal the assessment to the Michigan Tax Tribunal within 30 days after confirmation of the assessment roll. Appearance and protest at the local hearing is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal. An owner or party in interest, or his agent, may appear in person at the hearing, or may file his appearance or protest by letter and his personal appearance shall not be required.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 20, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Aerial Spray Map
Parcel List

Resolution No. _____

City of Wyoming Gypsy Moth Survey Report for 2015 Season



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



— City Boundary

2014 Aquatic Consulting Services LLC

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

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

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41-17-10-308-020	41-17-10-352-002	41-17-10-356-001
41-17-10-326-001	41-17-10-352-003	41-17-10-356-002
41-17-10-326-002	41-17-10-352-004	41-17-10-356-003
41-17-10-326-003	41-17-10-352-005	41-17-10-356-004
41-17-10-326-007	41-17-10-352-006	41-17-10-356-005
41-17-10-326-008	41-17-10-352-007	41-17-10-356-006
41-17-10-326-009	41-17-10-352-008	41-17-10-356-007
41-17-10-326-010	41-17-10-352-009	41-17-10-356-008
41-17-10-326-011	41-17-10-352-010	41-17-10-356-009
41-17-10-326-012	41-17-10-352-011	41-17-10-356-010
41-17-10-326-013	41-17-10-353-001	41-17-10-356-011
41-17-10-326-014	41-17-10-353-002	41-17-10-356-012
41-17-10-326-015	41-17-10-353-003	41-17-10-357-001
41-17-10-326-017	41-17-10-353-004	41-17-10-357-002
41-17-10-326-018	41-17-10-353-005	41-17-10-357-003
41-17-10-327-001	41-17-10-353-006	41-17-10-357-006
41-17-10-327-002	41-17-10-353-007	41-17-10-357-007
41-17-10-327-003	41-17-10-353-008	41-17-10-357-008
41-17-10-327-004	41-17-10-353-009	41-17-10-357-010
41-17-10-327-005	41-17-10-353-010	41-17-10-357-011
41-17-10-327-006	41-17-10-353-011	41-17-10-357-012
41-17-10-327-007	41-17-10-353-012	41-17-10-357-013
41-17-10-327-008	41-17-10-354-001	41-17-10-357-014
41-17-10-327-009	41-17-10-354-002	41-17-10-358-001
41-17-10-327-010	41-17-10-354-003	41-17-10-358-002
41-17-10-327-011	41-17-10-354-006	41-17-10-358-003
41-17-10-327-012	41-17-10-354-007	41-17-10-358-004
41-17-10-327-013	41-17-10-354-008	41-17-10-358-005
41-17-10-327-016	41-17-10-354-009	41-17-10-358-006
41-17-10-327-017	41-17-10-354-010	41-17-10-358-007
41-17-10-327-018	41-17-10-354-011	41-17-10-358-008
41-17-10-327-021	41-17-10-354-012	41-17-10-358-009
41-17-10-327-022	41-17-10-354-013	41-17-10-358-010
41-17-10-351-001	41-17-10-354-014	41-17-10-358-011
41-17-10-351-002	41-17-10-355-001	41-17-10-358-012
41-17-10-351-003	41-17-10-355-002	41-17-10-358-013
41-17-10-351-005	41-17-10-355-003	41-17-10-358-014
41-17-10-351-006	41-17-10-355-004	41-17-10-358-015
41-17-10-351-007	41-17-10-355-005	41-17-10-358-016
41-17-10-351-008	41-17-10-355-006	41-17-10-358-017
41-17-10-351-010	41-17-10-355-007	41-17-10-359-001
41-17-10-351-011	41-17-10-355-008	41-17-10-359-002
41-17-10-351-012	41-17-10-355-009	41-17-10-359-003
41-17-10-351-013	41-17-10-355-010	41-17-10-359-004
41-17-10-352-001	41-17-10-355-011	41-17-10-359-009

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

41-17-10-359-010	41-17-10-376-002	41-17-11-451-016
41-17-10-359-011	41-17-10-376-003	41-17-11-451-017
41-17-10-359-017	41-17-10-376-004	41-17-11-451-018
41-17-10-360-001	41-17-10-376-005	41-17-11-452-001
41-17-10-360-002	41-17-10-378-001	41-17-11-452-002
41-17-10-360-003	41-17-10-378-002	41-17-11-452-003
41-17-10-360-004	41-17-10-378-003	41-17-11-452-004
41-17-10-360-005	41-17-10-378-007	41-17-11-452-005
41-17-10-360-006	41-17-10-378-008	41-17-11-452-006
41-17-10-360-007	41-17-10-378-009	41-17-11-452-007
41-17-10-360-009	41-17-10-378-010	41-17-11-452-008
41-17-10-360-010	41-17-10-378-011	41-17-11-452-009
41-17-10-360-011	41-17-10-378-018	41-17-11-452-010
41-17-10-360-012	41-17-11-126-029	41-17-11-452-011
41-17-10-360-016	41-17-11-131-006	41-17-11-452-012
41-17-10-360-019	41-17-11-131-016	41-17-11-452-013
41-17-10-360-020	41-17-11-131-018	41-17-11-452-014
41-17-10-361-001	41-17-11-131-019	41-17-11-452-015
41-17-10-361-002	41-17-11-402-034	41-17-11-452-016
41-17-10-361-003	41-17-11-402-035	41-17-11-452-018
41-17-10-361-004	41-17-11-402-036	41-17-11-452-019
41-17-10-361-005	41-17-11-402-037	41-17-11-452-020
41-17-10-361-006	41-17-11-402-038	41-17-11-452-021
41-17-10-361-007	41-17-11-402-039	41-17-11-452-022
41-17-10-361-008	41-17-11-402-040	41-17-11-452-023
41-17-10-361-009	41-17-11-402-041	41-17-11-452-024
41-17-10-361-010	41-17-11-402-042	41-17-11-452-025
41-17-10-361-011	41-17-11-402-043	41-17-11-452-026
41-17-10-361-012	41-17-11-404-001	41-17-11-452-027
41-17-10-361-013	41-17-11-404-002	41-17-11-452-028
41-17-10-362-001	41-17-11-404-007	41-17-11-452-029
41-17-10-362-002	41-17-11-404-008	41-17-11-452-030
41-17-10-362-003	41-17-11-404-009	41-17-11-452-031
41-17-10-362-004	41-17-11-451-001	41-17-11-452-032
41-17-10-362-005	41-17-11-451-002	41-17-11-452-033
41-17-10-362-006	41-17-11-451-003	41-17-11-452-034
41-17-10-362-007	41-17-11-451-004	41-17-11-453-001
41-17-10-362-008	41-17-11-451-005	41-17-11-453-002
41-17-10-362-009	41-17-11-451-009	41-17-11-453-003
41-17-10-362-010	41-17-11-451-010	41-17-11-453-004
41-17-10-362-013	41-17-11-451-011	41-17-11-453-005
41-17-10-362-014	41-17-11-451-012	41-17-11-453-006
41-17-10-362-015	41-17-11-451-013	41-17-11-453-007
41-17-10-362-020	41-17-11-451-014	41-17-11-453-008
41-17-10-376-001	41-17-11-451-015	41-17-11-453-009

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

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

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

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

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

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

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

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41-17-23-327-029	41-17-23-328-036	41-17-23-330-006
41-17-23-327-030	41-17-23-328-037	41-17-23-330-007
41-17-23-327-031	41-17-23-328-048	41-17-23-330-008
41-17-23-327-032	41-17-23-328-050	41-17-23-330-009
41-17-23-327-033	41-17-23-328-051	41-17-23-330-010
41-17-23-327-034	41-17-23-329-001	41-17-23-330-011
41-17-23-327-035	41-17-23-329-002	41-17-23-330-012
41-17-23-327-036	41-17-23-329-003	41-17-23-330-013
41-17-23-327-037	41-17-23-329-004	41-17-23-330-014
41-17-23-327-038	41-17-23-329-005	41-17-23-330-015
41-17-23-327-039	41-17-23-329-006	41-17-23-330-016
41-17-23-328-002	41-17-23-329-007	41-17-23-330-017
41-17-23-328-003	41-17-23-329-008	41-17-23-351-003
41-17-23-328-004	41-17-23-329-009	41-17-23-351-004
41-17-23-328-005	41-17-23-329-010	41-17-23-351-005
41-17-23-328-006	41-17-23-329-011	41-17-23-351-006
41-17-23-328-007	41-17-23-329-012	41-17-23-351-007
41-17-23-328-008	41-17-23-329-013	41-17-23-351-008
41-17-23-328-009	41-17-23-329-014	41-17-23-351-009
41-17-23-328-010	41-17-23-329-015	41-17-23-351-010
41-17-23-328-011	41-17-23-329-016	41-17-23-351-011
41-17-23-328-012	41-17-23-329-017	41-17-23-351-012
41-17-23-328-013	41-17-23-329-018	41-17-23-351-013
41-17-23-328-014	41-17-23-329-019	41-17-23-352-001
41-17-23-328-015	41-17-23-329-020	41-17-23-352-002
41-17-23-328-016	41-17-23-329-022	41-17-23-352-003
41-17-23-328-017	41-17-23-329-023	41-17-23-352-004
41-17-23-328-018	41-17-23-329-024	41-17-23-352-005
41-17-23-328-019	41-17-23-329-025	41-17-23-352-006
41-17-23-328-020	41-17-23-329-026	41-17-23-352-007
41-17-23-328-021	41-17-23-329-027	41-17-23-352-008
41-17-23-328-022	41-17-23-329-028	41-17-23-352-009
41-17-23-328-023	41-17-23-329-029	41-17-23-352-010
41-17-23-328-024	41-17-23-329-030	41-17-23-352-011
41-17-23-328-025	41-17-23-329-031	41-17-23-352-012
41-17-23-328-026	41-17-23-329-032	41-17-23-352-013
41-17-23-328-027	41-17-23-329-033	41-17-23-352-014
41-17-23-328-028	41-17-23-329-034	41-17-23-352-015
41-17-23-328-029	41-17-23-329-035	41-17-23-352-016
41-17-23-328-030	41-17-23-329-036	41-17-23-352-017
41-17-23-328-031	41-17-23-330-001	41-17-23-352-018
41-17-23-328-032	41-17-23-330-002	41-17-23-353-001
41-17-23-328-033	41-17-23-330-003	41-17-23-353-002
41-17-23-328-034	41-17-23-330-004	41-17-23-353-003
41-17-23-328-035	41-17-23-330-005	41-17-23-353-004

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

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

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

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

41-17-27-265-019	41-17-27-278-040	41-17-27-286-021
41-17-27-266-037	41-17-27-278-041	41-17-27-286-022
41-17-27-266-040	41-17-27-282-001	41-17-27-286-023
41-17-27-266-041	41-17-27-282-002	41-17-27-286-024
41-17-27-267-001	41-17-27-282-005	41-17-27-286-028
41-17-27-267-002	41-17-27-282-007	41-17-27-286-029
41-17-27-267-003	41-17-27-282-008	41-17-27-286-030
41-17-27-267-004	41-17-27-284-001	41-17-27-286-031
41-17-27-267-005	41-17-27-284-002	41-17-27-286-033
41-17-27-267-006	41-17-27-284-003	41-17-27-286-034
41-17-27-267-007	41-17-27-284-004	41-17-27-286-035
41-17-27-278-001	41-17-27-284-005	41-17-27-286-037
41-17-27-278-002	41-17-27-284-006	41-17-27-286-038
41-17-27-278-003	41-17-27-285-001	41-17-27-286-041
41-17-27-278-004	41-17-27-285-002	41-17-27-286-043
41-17-27-278-005	41-17-27-285-003	41-17-27-286-044
41-17-27-278-006	41-17-27-285-004	41-17-27-287-001
41-17-27-278-008	41-17-27-285-005	41-17-27-287-002
41-17-27-278-009	41-17-27-285-006	41-17-27-287-003
41-17-27-278-010	41-17-27-285-007	41-17-28-284-008
41-17-27-278-011	41-17-27-285-008	41-17-28-284-009
41-17-27-278-012	41-17-27-285-009	41-17-28-284-010
41-17-27-278-013	41-17-27-285-010	41-17-28-290-001
41-17-27-278-014	41-17-27-285-011	41-17-28-290-002
41-17-27-278-015	41-17-27-285-012	41-17-28-290-003
41-17-27-278-016	41-17-27-285-013	41-17-28-290-004
41-17-27-278-017	41-17-27-285-014	41-17-28-290-005
41-17-27-278-018	41-17-27-285-015	41-17-28-290-006
41-17-27-278-019	41-17-27-285-016	41-17-28-290-007
41-17-27-278-020	41-17-27-286-001	41-17-28-290-008
41-17-27-278-021	41-17-27-286-002	41-17-28-290-009
41-17-27-278-022	41-17-27-286-003	41-17-28-290-010
41-17-27-278-023	41-17-27-286-004	41-17-28-290-011
41-17-27-278-024	41-17-27-286-005	41-17-28-290-012
41-17-27-278-025	41-17-27-286-006	41-17-28-290-013
41-17-27-278-026	41-17-27-286-007	41-17-28-290-014
41-17-27-278-027	41-17-27-286-008	41-17-28-290-015
41-17-27-278-028	41-17-27-286-009	41-17-28-425-003
41-17-27-278-029	41-17-27-286-010	41-17-28-425-004
41-17-27-278-030	41-17-27-286-011	41-17-28-425-005
41-17-27-278-033	41-17-27-286-012	41-17-28-425-006
41-17-27-278-036	41-17-27-286-013	41-17-28-425-007
41-17-27-278-037	41-17-27-286-014	41-17-28-425-008
41-17-27-278-038	41-17-27-286-017	41-17-28-425-009
41-17-27-278-039	41-17-27-286-018	41-17-28-425-010

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

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

RESOLUTION NO. _____

RESOLUTION TO CONFIRM SPECIAL ASSESSMENT ROLL 15-795
FOR THE PURPOSE OF PROVIDING AERIAL INSECTICIDE SPRAY
FOR A GYPSY MOTH SUPPRESSION PROGRAM

WHEREAS:

1. The City Council, after due and legal notice, has met and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the public improvement, hereafter described as: Aerial Insecticide Spray for a Gypsy Moth Suppression Program – Special Assessment Roll 15-795.
2. After hearing all interested persons and carefully reviewing the special assessment roll, the Council deems this public improvement to be fair, just and equitable, and that each of the assessments contained therein results in the special assessment being in accordance with the benefits derived by the parcel of land assessed.
3. 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. This special assessment, as prepared by the City Assessor, in the amount of \$71.64 per treated acre is hereby confirmed and shall be known as Special Assessment Roll 15-795.
2. Assessments will become due and payable at the time of completion of the aerial spray.
3. Said this special assessment will be billed with the City tax bill and paid in one (1) one-time installment, this installment of the special assessment roll will be due and payable on August 31, in the year after the completion of the aerial spray. Interest not to exceed One and One Half (1.5%) percent on the unpaid balance will be added as provided in the City Charter in the same manner as interest on the late payment of taxes.
4. The City Clerk shall endorse the date of confirmation with this special assessment roll, and the City Treasurer shall issue an initial statement with the first property tax bill issued following completion of the aerial spray, which shall include the total assessment and shall advise the property owner of payment options. Said statement shall be mailed by First Class mail to each property owner in the special assessment district as shown on the current tax assessment rolls of the City.
5. All resolutions and parts of resolutions, insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.
6. Property owners may appeal the assessment to the Michigan Tax Tribunal within 30 days after confirmation of the assessment roll. Appearance and protest at the local hearing is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal. An owner or party in interest, or his agent, may appear in person at the hearing, or may file his appearance or protest by letter and his personal appearance shall not be required.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 20, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Aerial Spray Map
Parcel List

Resolution No. _____

City of Wyoming Gypsy Moth Survey Report for 2015 Season



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



— City Boundary

2014 Aquatic Consulting Services LLC

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

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

RESOLUTION NO. _____

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

WHEREAS:

1. As detailed in the attached Staff Report, Hamilton Helicopters, Inc. has submitted an agreement for gypsy moth suppression spraying services at a cost of \$63.00 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 \$55,000.00.
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 20, 2015.

ATTACHMENTS:
Staff Report
Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: April 14, 2015

Subject: Gypsy Moth Suppression Spraying Services for 2015

From: Kelli A. Vandenberg, City Clerk

Council Meeting Date: Monday, April 20, 2015

Recommendation

It is recommended the City Council accept a proposal from Hamilton Helicopters, Inc. for award of the contract for gypsy moth suppression spraying services at a cost of \$63.00 per acre. A total of 745 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 park 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 2015. Previous suppression programs in 2009 and 2010 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 has had several years of low population levels, thanks in part to the previous suppression programs. As expected, the gypsy moth population is growing and several areas of the City are now recommended for treatment.

In 2009, the gypsy moth suppression program strictly followed the guidelines established by the Department of Agriculture for notification and participation in the program. Therefore, the program was deemed voluntary and property owners were given the opportunity to “opt out” of treatment. At the completion of the 2009 treatment, we were informed that this opt out provision was only necessary if federal funds were used in completing the program. Since Wyoming’s gypsy moth suppression programs are funded through special assessment, we are not required to provide the opt out provision. In discussing this with our consultant, they recommended not allowing the opt out provision in future treatments and to treat the gypsy moth issue on a community scale versus individual properties. Therefore, during the 2010 treatment, no opt out provision was granted. Similarly, the 2015 program will not have an opt out provision.

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 identifying potential service providers for the 2015 program, we again met challenges in identifying suitable, potential bidders. The owner of Mid-Michigan Helicopter, Inc. recently completed the sale of his business to Hamilton Helicopters, Inc. Cascade Township, a local jurisdiction that performs treatment programs on a nearly annual basis, noted they have previously used Mid-Michigan Helicopter and will continue contracting with Hamilton Helicopter for their program, noting the carryover of historic knowledge of the community and consistent pricing. With this insight, it is recommended that the City of Wyoming contract with Hamilton Helicopter, Inc. for the 2015 gypsy moth suppression spraying services.

Budget Impact

A total of 745 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 \$55,000. 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 \$24 per parcel to those in the spray area. Six larger properties have been identified for a separate special assessment that would charge a rate of \$71.64 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 _____, 2015, between the City of Wyoming, a Michigan municipal corporation at 1155 28th. St. Box 905 Wyoming, Michigan 49509-0905 (hereafter referred to as the City), and Hamilton Helicopter Inc. (hereafter referred to as Hamilton Helicopters).

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

NOW, therefore, the parties agree as follows.

- A With regard to the gypsy moth suppression program, the City shall provide or arrange for the following to be performed.
- (1) Determination of spray blocks.
 - (2) Provide homeowner notification of the spraying program, and make all public notices required, and make sure there are no objectors in the spray blocks.
 - (3) Provide location of all objectors in and outside the spray blocks, and exclude and defend Hamilton Helicopters from any action, legal or otherwise, that should arise from the "no exclusion policy".
 - (4) Provide digitized maps of the spray blocks.
 - (5) Provide traffic and crowd control at the time of spraying, in the spray blocks and at the load site if deemed necessary by the parties.
 - (6) Provide a central loading site.
- B With regard to the gypsy moth suppression program, Hamilton Helicopters shall.
- (1) Have and maintain insurance coverage during the term of this agreement in the amount of \$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, 2015 to June 15, 2015.
 - (3) Provide Bacillus Thuringiensis 'BT' at the rate of 19 B.I.U. per acre to cover approximately 745 acres for the City.
 - (4) Coordinate the spray timing with Aquatic Consulting Services.
- C In addition to providing the services in paragraph A above, the City shall pay Hamilton Helicopters a fee of \$63.00 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 THEREOF, 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.

Jack A. Poll, Mayor

DATE _____

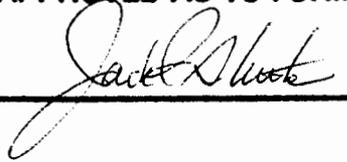
It's _____

DATE _____

Kelli A. VandenBerg, City Clerk

DATE _____

APPROVED AS TO FORM:



RESOLUTION NO. _____

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

WHEREAS:

1. It is necessary to replace the concrete at 47 locations throughout the City where utility repairs were completed from fall of 2014 to March 1, 2015.
2. It is in the best interest of the City to award the bid for concrete replacement to the low bidder, Thomas R. Wheeler Construction Services.
3. The cost of the concrete replacement will be approximately \$29,500 which can be financed out of the major and local street, sewer and water maintenance accounts: 202-441-46300-930.000, 203-441-46300-930.000, 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 a bid for concrete replacement to Thomas R. Wheeler Construction Services.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 20, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

STAFF REPORT

DATE: April 9, 2015
SUBJECT: Award of Bid for Concrete Replacement
FROM: Jodie Theis, Contracts and Procurement Supervisor
Date of Meeting: April 20, 2015

RECOMMENDATION

It is recommended that the City Council award the bid for concrete replacement to the low bidder, Thomas R. Wheeler Construction Services.

SUSTAINABILITY CRITERIA

Environmental Quality

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

Social Equity

Street, 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 service.

Economic Strength

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

DISCUSSION

Concrete replacement is an important step in restoring the damage caused by water, sewer and catch basin repairs. The replacement will be at 47 locations located throughout the City where the utility repairs were completed from fall of 2014 to March 1, 2015. The bid quantities are based on the area affected by the utility repairs and may vary from the estimated amount.

On Tuesday, April 7, 2015, the City received two bids for concrete replacement. Bid specifications were given to three potential bidders.

BUDGET IMPACT

The cost of concrete replacement will be approximately \$29,500. Sufficient funds have been budgeted in the street, sewer and water maintenance accounts: 202-441-46300-930.000, 203-441-46300-930.000, 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 2015 Opened By <u>City Clerk</u> On <u>April 7, 2015</u> At <u>11:00 a.m. o'clock</u>					
	Estimated Quantity	Thomas R. Wheeler		A-1 Asphalt Inc.	
		Unit Cost	TOTAL	Unit Cost	TOTAL
<i>30" Curb and Gutter</i>	115 LF	\$ 18.50	\$ 2,127.50	\$ 50.00	\$ 5,750.00
<i>30" Gutter Pan</i>	50 LF	\$ 18.50	\$ 925.00	\$ 60.00	\$ 3,000.00
<i>4" Concrete Sidewalk</i>	2,620 Sq. Ft.	\$ 4.40	\$ 11,528.00	\$ 8.00	\$ 20,960.00
<i>4" Concrete Non-Reinforced</i>	355 Sq. Ft.	\$ 4.40	\$ 1,562.00	\$ 8.00	\$ 2,840.00
<i>Remove Concrete</i>	735 Sq. Yd.	\$ 18.00	\$ 13,230.00	\$ 25.00	\$ 18,375.00
<i>Total</i>			\$ 29,372.50		\$ 50,925.00
<i>Total Working Days For Completion</i>			N/A		10

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MICHIGAN PAVEMENT MARKINGS
TO PERFORM THE ANNUAL PAVEMENT MARKING FOR 2015

WHEREAS:

1. It is necessary to repaint approximately 150 miles of major street lane lines within the City of Wyoming on an annual basis.
2. In February of 2014, the Kent County Road Commission received bids to perform lane line painting throughout Kent County for 2014 with two one-year renewal options.
3. It is in the best interest of the City to authorize the low bidder, Michigan Pavement Markings, to perform the lane line painting for approximately \$38,000, which can be financed out of the Major Street Fund Traffic Services account, 202-441-47400-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes Michigan Pavement Markings to perform the annual major street pavement marking for 2015.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 20, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

STAFF REPORT

DATE: April 2, 2015

SUBJECT: Award of Bid for Major Street Pavement Marking

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: April 20, 2015

RECOMMENDATION

It is recommended that the City Council authorize Michigan Pavement Markings to perform the annual major street pavement marking for 2015.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. The water-based paint used for pavement marking meets all environmental air quality restrictions on volatile organic compound (VOC) emissions.

Social Equity

Street maintenance is provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's street maintenance. It is necessary to repaint approximately 150 miles of major street lane lines within the City of Wyoming to guide all motorists safely and efficiently throughout the City.

Economic Strength

Pavement marking allows the Public Works Department to provide high quality street maintenance. High quality street maintenance allows the Public Works Department to maintain the City's streets and infrastructure which sustains public and private property values. By participating in the cooperative bid with the Kent County Road Commission, it ensures the ability to get better pricing on materials and services, therefore, reducing the overall cost of pavement marking for the City.

DISCUSSION

In February of 2014, the Kent County Road Commission received three bids to perform lane line painting throughout Kent County for 2014 with two one-year renewal options. It is in the best interest of the City to enter into the cooperative bid with the Kent County Road Commission and authorize the lowest bidder, Michigan Pavement Markings, to perform the annual major street pavement marking for 2015.

Water-based paint is expected to last up to one year. There are several factors that impact the longevity of the pavement markings including roadway conditions, traffic volume, type of traffic and snow maintenance.

BUDGET IMPACT

The cost of the pavement marking is estimated to be \$38,000. The unit pricing is the same as last year's unit pricing.

Sufficient funds are available in the Major Street Fund, Traffic Services Account: 202-441-47400-930.000.

ATTACHMENTS:

Kent County Road Commission Bid Tabulation
Pavement Marking Estimate

KENT COUNTY ROAD COMMISSION BID BLANK

Tabulation of Bid for: **Contract #14-14: Pavement Marking Services for 2014 with two one-year renewal options**

Date: February 13, 2014 **8:30 AM**

BIDDER	*Michigan Pavement			M & M Pavement		P.K. Contracting	
	Miles	Unit	Total	Unit	Total	Unit	Total
County Roads							
Waterborne Paint							
4" Solid White	1300	215.00	279500.00	230.00	299000.00	234.27	304551.00
4" Skip White	50	300.00	15000.00	350.00	17500.00	244.17	12208.50
4" Solid Yellow	1500	210.00	315000.00	230.00	345000.00	244.17	366255.00
4" Skip Yellow	150	250.00	37500.00	290.00	43500.00	244.17	36625.50
Subtotal			647000.00		705000.00		719640.00
Regular Dry							
4" Solid White	20	225.00	4500.00	260.00	5200.00	312.68	6253.60
4" Skip White	5	300.00	1500.00	380.00	1900.00	316.72	1583.60
4" Solid Yellow	20	225.00	4500.00	260.00	5200.00	316.72	6334.40
4" Skip Yellow	5	300.00	1500.00	260.00	1300.00	316.72	1583.60
Subtotal			12000.00		13600.00		15755.20
County Subtotals			659000.00		718600.00		735395.20
City and Village Streets							
Waterborne Paint							
4" Solid White	50	225.00	11250.00	240.00	12000.00	280.98	14049.00
4" Skip White	30	350.00	10500.00	360.00	10800.00	283.08	8492.40
4" Solid Yellow	200	225.00	45000.00	240.00	48000.00	283.08	56616.00
4" Skip Yellow	15	300.00	4500.00	240.00	3600.00	283.08	4246.20
Subtotal			71250.00		74400.00		83403.60
Regular Dry							
4" Solid White	5	250.00	1250.00	260.00	1300.00	365.27	1826.35
4" Skip White	5	375.00	1875.00	390.00	1950.00	368.00	1840.00
4" Solid Yellow	20	250.00	5000.00	260.00	5200.00	368.00	7360.00
4" Skip Yellow	5	350.00	1750.00	260.00	1300.00	368.00	1840.00
Subtotal			9875.00		9750.00		12866.35
City and Village Subtotals			81125.00		84150.00		96269.95
Grand Total			740125.00		802750.00		831665.15
Paint Mfg./Supplier	Sherwin Williams/Ennis			Ennis		Sherwin Williams	
Product#	985251/TM2204						
Waterborne - White/Yellow	985252/TM2205			982221		TM2204	
				982222		TM2205	
Regular Dry - White/Yellow	982281/TM5604						
	982282/TM5607			982271		TM5604	
				982282		TM5607	

PAVEMENT MARKING ESTIMATE

Item	Number of Miles	Unit Price	Subtotal
4" Solid White Line	37	\$225.00	\$8,325.00
4" Skip White Line	21	\$350.00	\$7,350.00
4" Solid Yellow Line	93	\$225.00	\$20,925.00
4" Skip Yellow Line	4.5	\$300.00	\$1,350.00
		Total	\$37,950.00

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID AND TO AUTHORIZE
THE CITY MANAGER TO EXECUTE A CONTRACT FOR WEED CONTROL
AND PROPERTY MAINTENANCE

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the listed service as recommended in the attached Staff Report and summarized below.

Item	Recommended Bidders	Cost
Weed Control and Property Maintenance Clean Up Contract (2015-2018)	River Valley Companies	Bid prices as shown on the attached tabulation

2. The City Council does hereby authorize the City Manager to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 20, 2015.

ATTACHMENT:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: April 9, 2015
Subject: 2015-2018 Weed Control and Property Maintenance Clean Up Contract
From: James W. De Lange, Chief Building Official
Cc: Rebecca Rynbrandt, Director of Community Services
Meeting Date: April 20, 2015

Recommendation:

The Building Inspection Department Staff recommends awarding the 2015-2018 Weed Control and Property Maintenance clean up contract to River Valley Companies.

Sustainability Criteria:

Environmental Quality – The Weed Control and Property Contract is an important component of the Building Inspection Department’s Code Enforcement Program. The contractor is utilized to eliminate blight and secure vacant structures throughout the community. The elimination of blight has a direct impact on the aesthetics and perception of neighborhoods and communities.

Social Equity – Removing code violations from properties helps ensure that all neighboring property values are maximized. Property owners throughout the community share in the benefits of blight elimination.

Economic Strength – Property maintenance has a direct impact on property values. Well maintained properties have a positive impact on their neighborhoods. Well maintained neighborhoods have a positive impact on their communities. The elimination of tall weeds, blight, and securing vacant structures adds value to the community.

Discussion:

The current three year contract with Pit Crew Landscaping, LLC expired April 1, 2015. Due to an extended bid process, Pit Crew graciously continued to perform property cleanups of cases through the month of April 2015.

In February 2015, 142 invitations to bid on the Weed Control Contract were mailed. Two bids were received on February 17, 2015. The two bidders were interviewed by staff on March 5, 2015. During the interview process one bidder withdrew their bid due to inaccuracies in their bid. Staff determined to re bid in hopes of attracting a wider range of applicants. On March 24, 2015 there were five companies responding. One was disqualified because of history of zoning code violations. Two others withdrew due to inaccuracies in their bids related to City Contractor Insurance requirements. The remaining two contractors were far apart in their pricing.

River Valley Companies was the low bid contractor and is recommended as the Weed Control Contractor for the 2015-2018 contract. We believe they will provide the necessary service at the least expense.

Budget Impact:

Funds for this contract are available in account number: 249-371-37210-931.000 (Weed Cutting) and 249-371-37210-932.000 (Property Maintenance).

Tabulation of Bids:

CITY OF WYOMING, MICHIGAN TABULATION OF BIDS On Weed Control/Property Clean Up Services Opened by the City Clerk on March 24, 2015 at 11:00 a.m. All bid prices reduce to net. All bid prices shown are firm.			
Year	Grass and Weed Mowing (Per Hour)	Clean Up of Lots & Securing Buildings (Per Hour)	Lots in Compliance Upon Arrival (Per Address)
Gator's Lawn Care			
April 7, 2015 - March 31, 2016	\$25.00	\$25.00	\$ 15.00
April 1, 2016 - March 31, 2017	\$26.00	\$26.00	\$ 15.00
April 1, 2017-March 31, 2018	\$26.00	\$26.00	\$ 18.00
River Valley Companies			
April 7, 2015 - March 31, 2016	\$35.00	\$35.00	\$ 20.00
April 1, 2016 - March 31, 2017	\$35.00	\$35.00	\$ 20.00
April 1, 2017-March 31, 2018	\$35.00	\$35.00	\$ 20.00
Distinctive Landscape Mgmt. LLC			
April 7, 2015 - March 31, 2016	\$38.00	\$25.00	\$ 20.00
April 1, 2016 - March 31, 2017	\$38.00	\$25.00	\$ 20.00
April 1, 2017-March 31, 2018	\$38.00	\$25.00	\$ 20.00
Full Circle Property Services Inc.			
April 7, 2015 - March 31, 2016	\$38.00	\$38.00	\$ 25.00
April 1, 2016 - March 31, 2017	\$38.00	\$38.00	\$ 25.00
April 1, 2017-March 31, 2018	\$38.00	\$38.00	\$ 25.00
Pit Crew Landscapes			
April 7, 2015 - March 31, 2016	\$60.00	\$60.00	\$ 20.00
April 1, 2016 - March 31, 2017	\$60.00	\$60.00	\$ 20.00
April 1, 2017-March 31, 2018	\$60.00	\$60.00	\$ 20.00

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR PROFESSIONAL SERVICES FOR THE
LOW SERVICE NUMBER 3 VARIABLE FREQUENCY DRIVE REPLACEMENT
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, Tetra Tech has submitted a proposal to provide professional services for the number 3 variable frequency drive replacement in the total amount of \$26,400.00.
2. Adequate funds for the professional services are available in account number 591-591-57300-986954.
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 professional services for the Low Service number 3 variable frequency drive replacement in the total amount of \$26,400.00.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 20, 2015.

ATTACHMENTS:
Staff Report
Proposal

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: April 14, 2015
Subject: Professional Services for Low Service Pump #3 Variable Frequency Drive
From: Robert Veneklasen, Water Treatment Plant Operations Supervisor
Meeting Date: April 20, 2015

Recommendation:

It is recommended that the City Council authorize Tetra Tech to provide engineering design, bidding assistance, PLC programming, and construction oversight for the replacement of the Low Service variable frequency drive (VFD) on pump #3 at a cost of \$26,400.00

Sustainability Criteria:

Environmental Quality – The use of VFDs allow effective treatment rates to accurately meet water demand while producing the highest quality drinking water for our customers.

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

Economic Strength – The use of VFDs for the water treatment process provides efficient use of utility power for the best value and ensuring the lowest cost for our residents and customers.

Discussion:

Tetra Tech was retained in October of 2013 to provide engineering design of a replacement VFD for low service pump #6 at the Water Treatment Plant. The decision to retain Tetra Tech for this service was the result of a cost effective analysis comparing escalating equipment repair costs to replacement with solid-state equipment. In addition, it was determined the replacement of the two existing VFD's would be performed one-at-a-time over two budget years.

This approach was also favorable as the construction activities could occur during periods of low water demand, allowing more flexibility scheduling necessary treatment interruptions and equipment shutdowns.

The included agreement is for professional services to design the VFD similarly to that being installed on pump #6, assist the City in selecting the most capable contractor at the lowest cost, and oversee the electrical contractor's installation of the VFD motor control and adherence to construction contract document requirements, ensuring the correct equipment is supplied and properly installed. This approach allow the City to capitalize on the commonality of design and equipment saving professional design fees and future maintenance and repair costs.

The agreement also includes programmable logic controller (PLC) programming services mating the new VFD controls with the Plant SCADA system. This activity is important because it will allow seamless operation of the new equipment and provide historical operating information. This information is used in reviewing operational trends for both operations and maintenance troubleshooting.

Tetra Tech has performed the configuration of the computerized control system at the Water Treatment Plant. They will provide the most cost effective approach to integrating the new VFD controls into the existing control system in a manner that is consistent with the current logic protocols.

Budget Impact:

The total cost of these services is \$26,400.00 and is budgeted in account 591-591-573.00-986.954.



April 9, 2015

Transmitted Electronically

Mr. Bob Veneklasen
Superintendent
Wyoming Water Treatment Plant
16700 New Holland
Holland, MI 49424

**Re: Wyoming Water Treatment Plant
Proposal for Professional Services
Low Service VFD No. 3 Replacement
Design, Bidding, Programming & Construction Assistance**

Dear Mr. Veneklasen:

Pursuant to your request, we are pleased to provide the City of Wyoming a proposal for engineering design, bidding assistance, programming and startup construction assistance services to replace the medium voltage variable frequency drives (VFD) for Low Service pumps (LSP) No. 3.

STATEMENT OF UNDERSTANDING

It is our understanding that the City of Wyoming has experienced problems with Low Service pumps No. 3 VFD and would like to replace this drive to be the same as the recently upgraded Low Service VFD No. 6.

The project will result in enhanced real-time control that is more reliable, easier to troubleshoot and maintain as well as relieve operator uncertainty that exists with the current system.

SCOPE OF SERVICES

The detailed scope of engineering services is as follows:



Design

- Tetra Tech will review and markup the drawings that were designed for LSP No. 6 to reflect this projects desire to replace LSP VFD No. 3.
- Tetra Tech will markup the existing design drawings and project specifications for the low service pump VFD No. 3 to include the following elements:

Design Elements:

- Electrical background plans
- Detailed wiring diagrams
- Floor Plans
- Power one-line
- PLC input/output
- System configuration diagram
- Prepare project specifications

Bidding

- Tetra Tech will assist the City of Wyoming in preparing front-end contract documents. We have budgeted a total of 4-hours for this task.
- Provide one (1) copy of the Contract Documents (engineering drawings and specifications) and any addenda, which may be issued to bidding service agencies, such as Dodge Reports. Additional sets required for bidding will be sold to bidders or others for a nominal fee approximately equal to the cost of printing and handling.
- Conduct one (1) pre-bid meeting, maximum of one (1) days at OWNERS office.
- Respond to questions and prepare and issue addenda as required to interpret, clarify or expand the bidding documents.
- Review and evaluate the apparent low bidder's qualifications for undertaking the work.
- Consult with and advise the City as to the acceptability of subcontractors and other persons and organization proposed by the prime contractor (hereinafter called "Contractor") of those portions of the work as such acceptability is required by the bidding documents.



- Assist the City in evaluating bids and make recommendation of the award of the contract; and assist the City in obtaining the insurance, performance bond and payment bond certificates and other such submittal items required from the Contractor by the contract documents so that construction of the project can commence.

Programming

- Tetra Tech will modify the existing PLC programs to utilize new Allen-Bradley Input/output (I/O) or smart I/O to control the new VFD.
- Tetra Tech will program the existing PLC system to read a total of 20 analog parameters to be historized in the existing data historian.

Construction Assistance

- Tetra Tech will conduct one onsite pre-construction meeting.
- Tetra Tech will provide contractor shop drawing reviews.
- Tetra Tech will provide 1-day of on-site construction verification to verify the contractor has installed and configured the components correctly.
- Tetra Tech will provide onsite start-up services to assist the City during installation and startup of the system. We have budgeted a total of 16-hours for an electrical engineer and 24-hours for a programmer to fully commission the software and verify the hardware for one VFD.
- Tetra Tech will provide one (1) hour of informal training on the operation of the new VFD during our startup trip. This is in addition to the manufacture provided onsite training.

SCHEDULE

We are available to start work within 14 days of the award of the contract.

COMPENSATION

Compensation for our personnel directly engaged in the work of this proposal will be based on a lump sum of:

Design	-	\$1,800
Bidding Assistance	-	\$5,000
Programming	-	\$9,800
Construction Assistance	-	\$9,800



Total - \$26,400

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. The agreement for this project is comprised of this proposal and the attached Standard Terms and Conditions.

We look forward to working with you on this important project. If you need additional information, please call me at (734) 213-5075.

Sincerely,

A handwritten signature in black ink that reads 'Mick S. Jones'.

Mick S. Jones, P.E.
Senior Project Manager

Encl.: Standard Terms and Conditions

Copy: Accounting (w/encl.)

PROPOSAL ACCEPTED BY _____

TITLE _____ DATE _____



Tetra Tech of Michigan, PC Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR THE WATER TREATMENT PLANT'S
TWO INTAKE CRIBS, INTAKE CHLORINE CONDUIT AND THE LOW SERVICE
STATION PUMP SUCTION WELL

WHEREAS:

1. As detailed in the attached Staff Report a proposal was received from Underwater Construction Corporation to provide inspection of the Water Treatment Plant's two intake cribs, intake chlorine conduit and the Low Service Station pump suction well.
2. It is recommended the City Council accept the proposal in the amount of \$17,500.00.
3. Funds for the inspection are available in Water Fund Pumping and Treatment Repairs and Maintenance account #591-591-55300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize acceptance of the proposal from Underwater Construction Corporation to perform the inspection of the Water Treatment Plant's two intake cribs, intake chlorine conduit and the Low Service Station pump suction well in the amount of \$17,500.00.

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 20, 2015.

ATTACHMENTS:
Staff Report
Proposal

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: April 9, 2015
Subject: Intake Pipeline Inspection
From: Robert Veneklasen, WTP Operations Supervisor
Meeting Date: April 20, 2015

Recommendation:

It is recommended that the City accept the proposal from Underwater Construction Corporation in the amount of \$17,500.00 for underwater inspection services. The service is to provide underwater inspection of the Water Treatment Plant's two intake cribs, the intake chlorine conduit, and the Low Service station pump suction well.

Sustainability Criteria:

Environmental Quality – By performing inspections of the low service infrastructure we ensure that our drinking water plant can continue to provide an ample supply of safe water for our customers.

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 residents enjoy access to the service provided by our water utility.

Economic Strength – By soliciting proposals for this service the Utilities Department is ensuring that we get the best value for this necessary service. This results in the lowest rates possible for our residents and customers.

Discussion:

The City's drinking water treatment process begins with an intake pipe that extends 4,000 feet into Lake Michigan and terminates at a pair of structures known as cribs. The cribs sit on the bottom of Lake Michigan at a depth of about 45 feet. Water enters the cribs and intake pipe and flows by gravity to the sub-basement of the Low Service pump house, located on the shore of Lake Michigan, where it is lifted up and pumped to the treatment plant itself. To determine the overall condition of this system, including the three-inch chlorine application line and diffusers located in the intake cribs, it is necessary to conduct an annual inspection of the intake cribs, chlorine conduit, and Low Service pump suction wet wells. Because of the underwater nature of the work, it must be performed by trained professional divers.

The water plant intake cribs, conduit, and low service wet well inspections have been performed by Sea Brex Marine for the past three years. Sea Brex Marine was recently purchased by Underwater Construction Corporation. Underwater Construction has indicated their desire to retain and maintain the customer relationships established by Sea Brex Marine, and they have provided the City a proposal for the same level of inspection previously provided by Sea Brex Marine and at the same cost of \$17,500.00. There is no competitive quote for this service because there are no other companies with any kind of local presence that provide this service.

Underwater Construction Corporation is based in Essex, Connecticut and has many years of experience performing this type of work. Additionally, we trust that they will give us the customer service and high quality of work that they have provided in the past because they have retained the Sea Brex Marine staff. We feel that their knowledge and experience with our system is an advantage to us, and we have been pleased with their work in the past.

In conclusion, we recommend the City accept the proposal received from Underwater Construction Corporation in the amount of \$17,500.00 for the annual intake inspection project.

Budget Impact:

Adequate funds are budgeted for this activity in account #591-591-55300-930.000.



WORLDWIDE LEADER IN COMMERCIAL
DIVING FOR OVER FORTY YEARS

UCC PROPOSAL L-1548 SCOPE OF SERVICES

The purpose of the 2015 inspection is to complete an assessment of the overall condition of the intake system including the 3-inch chemical feed line and diffusers located in the intake cribs. This system condition assessment includes:

- a) Inspection of the interior and exterior of both North and South intake cribs.
 - b) Inspection of the lateral between the North and South intakes cribs.
 - c) The 4,400ft of the 66-inch main intake pipeline from the intake cribs to the Lakeshore Pumping Station.
 - d) Inspection of the North and South Wet Wells in the Low Service Building.
 - e) Inspection and Condition assessment of all of the chemical feed line and diffuser system.
 - f) Assessment of Zebra Mussel growth and accumulation throughout the mentioned locations.
- All inspections will be done by a diver with Outland Technologies Underwater Camera Systems for color video recording.
 - UCC will provide the City of Wyoming Water Treatment Plant with a comprehensive written report to include a DVD recording as submittals upon completion of the project.

AN EQUAL OPPORTUNITY EMPLOYER



Price Sheet No:	T&C	UCC Proposal L-1548	Date:	April 2, 2015
Prepared By:	Nick Stathakis	Project Name:	Diving Services - City of Wyoming: Intake System Inspections	
Submitted To:	Mr. Rick Velderman	Project Location:	Lake Michigan: Offshore of Holland, MI - Intake Structure & Pipeline	

TERMS AND CONDITIONS

These terms and conditions are the primary overriding terms and conditions of services.

- 1 UCC-recognized company holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additionally, any customer holidays that differ from UCC's will be considered UCC holidays.
- 2 Emergent services, defined as services requested and response required within twenty-four hours, may be subject to premium time charges (i.e., shop time, travel time, site hours and travel expense).
- 3 Signed manifests for time and material services or signed delay sheets are considered a customer's formal acceptance of work performed. Signed manifests and delay sheets shall also be used for final invoicing by UCC.
- 4 UCC will have U/W video available; however, this equipment's effectiveness is limited by in-water visibility.
- 5 By accepting UCC's proposal with these terms and conditions attached, you are accepting UCC's terms and conditions as identified herein.
- 6 Starting time for services shall be mutually agreed upon in advance and is subject to the availability of UCC's personnel and equipment.
- 7 Unless otherwise stated in a previously established contract, services will not be provided until the customer signs and returns this quote, or issues a purchase order referencing this quote in its entirety.
- 8 If a project is canceled after UCC's personnel have been mobilized, travel and/or material charges will be applicable. Related charges will be invoiced in accordance with the existing service contract or as identified in the proposal.
- 9 UCC management and safety departments will solely determine whether conditions are conducive to safe diving operations per UCC's Safe Practices Manual.
- 10 UCC assumes that the flow rate will allow for safe diving. If at any time the current velocity exceeds two (2) feet per second, the UCC Regional Manager and safety departments shall be contacted prior to diving. Diving operations will not resume until hazardous conditions have been made safe. UCC is not responsible for project delays due to hazardous conditions.
- 11 ~~In accordance with all Federal and State OSHA Commercial Diving Rules and Regulations 1910, Subpart "T", 29 CFR 1910.425.3 and AUCI International Consensus Standards for Commercial Diving and Underwater Operations, if a site hazard analysis reveals unforeseen conditions, additional personnel may be required and the project cost would increase accordingly. Such conditions will be communicated in advance to the customer.~~
- 12 UCC is liable for their employees; client is responsible for any individual, including himself, herself, or any invitee or other contractors around UCC's work site and our equipment.
- 13 Client is responsible for having permits in place, if required. If permits, bonding, or additional insurance are required to be supplied by UCC, additional costs would be invoiced as additional services.
- 14 Unless otherwise stated, UCC is not responsible for liquidated or consequential damages.
- 15 UCC understands that prevailing wages will not apply on this project; therefore, pricing is based upon compensating our personnel in accordance with our in-house wages.
- 16 All pricing, as offered, excludes any applicable sales and/or use tax. For any services performed outside the state of CT, UCC is not responsible for collecting of/or remittance of sales tax.
- 17 Invoices for services will be submitted monthly or upon completion and are payable in full within thirty (30) calendar days. Past due accounts are subject to 1.5% interest per month (18% per annum) on the unpaid balance as well as any costs and expenses including legal fees incurred by UCC to collect any amount due hereunder.
- 18 In the event an invoice is not paid within our terms, or within previously agreed upon terms, it is UCC's policy to file a lien following 60 days of delinquency.
- 19 UCC's proposal is valid for sixty (60) days from date of issuance unless otherwise noted.
- 20
- 21
- 22
- 23

Signed: _____ Date: _____

Billing Address: _____

In the event you do not have an established purchase order form or process, please provide billing address, sign, date, and return this proposal via fax to (860) 767-0612, or PDF via email to bbraley@uccdive.com. By signing this proposal, this will constitute a mutual agreement and you are acknowledging acceptance of this proposal and its terms and conditions in its entirety.

AN EQUAL OPPORTUNITY EMPLOYER

MEMORANDUM

TO: Curtis L. Holt
Kelli Vandenberg

FROM: Jack R. Sluiter
Wyoming City Attorney

DATE: April 6, 2015

RE: Proposed Water Well (Groundwater) Restriction Ordinance

The MDEQ has approved our proposed ordinance water well (groundwater) restriction ordinance subject to our completing the legal descriptions for the initial property as provided in Section 30-203. I have added those descriptions to include the Site 36 property and the former gas station property at 608 – 28th St. S.W.

If you have any questions please contact me at your convenience. If not, I would request that the proposed ordinance be placed on the City Council agenda for first reading on April 20.

cc: Bill Dooley
Rhonda Galligan

ORDINANCE NO. 4-15

AN ORDINANCE TO ADD ARTICLE VI TO
CHAPTER 30 OF THE CODE OF THE CITY OF WYOMING
ENTITLED “WATER WELL RESTRICTION”

THE CITY OF WYOMING ORDAINS:

Section 1. That Article VI entitled “Water Well Restriction” is hereby added to Chapter 30 of the Code of the City of Wyoming to read as follows:

ARTICLE VI
WATER WELL RESTRICTION

Sec. 30-201. Findings of Fact.

The City has been informed and hereby finds that an aquifer in certain areas of the City has been contaminated or otherwise adversely impacted by hazardous substances and that identified public health, safety and welfare risks may affect drinking water drawn from certain areas of such impacted aquifers. The City has determined that it is necessary and appropriate to prohibit and/or otherwise restrict the use of wells to supply water in and from the affected areas in order to protect City residents by minimizing the health, safety and welfare risks and minimizing the potential for migration of contaminated groundwater into presently unaffected groundwater.

Sec. 30-202. Definitions.

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

- (1) *Affected Parcel* means a parcel of land, any part of which is located within a Restricted Zone.
- (2) *Applicant* means a person who applies or applied for the establishment of a Restricted Zone pursuant to this Article.
- (3) *City* means the City of Wyoming
- (4) *City Property* means any interest in real property owned or held by the City and shall include but not be limited to the follow: (i) Real property owned by the City; (ii) Real property leased by the City as Lessee; and (iii) City streets, alleys or other City rights-of-way or easement.
- (5) *Contaminated Groundwater* means groundwater in which there is present concentrations of materials that exceed drinking water criteria under the Safe Drinking Water Act, 1976 PA 399, as amended, or the residential drinking water criteria established by the MDEQ in

operational memoranda or rules promulgated pursuant to Part 201, Environmental Remediation Act (MCL 324.20101 et seq.) or Part 213, Leaking Underground Storage Tanks (MCL 324.21301a et seq.), of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.101 et seq., dependent upon whether the release is regulated pursuant to Part 201 or Part 213.

(6) *Domestic Use* means the use of water by humans for drinking, cooking, food preparation and other food-related services, cleaning, washing, bathing and similar household-type water uses in any dwelling, or in any building in which commercial/business, governmental/public or industrial activities are conducted. The term does not include water used solely for closed-loop heat pumps, non-contact cooling, or production and/or processing purposes of commercial or industrial enterprises.

(7) *Groundwater* means water below the land surface in the zone of saturation and capillary fringe.

(8) *Influential Well* means a well which if used or installed will have the effect of exacerbating a contaminated groundwater plume.

(9) *Irrigation Use* means the use of water for lawn, garden or landscaping irrigation on a residential parcel of land. The term does not include water used for commercial, agricultural or farm irrigation, except as specifically directed by the MDEQ.

(10) *MDEQ* means the Michigan Department of Environmental Quality or its successor agency.

(11) *ODWMA* means the Office of Drinking Water and Municipal Assistance of the MDEQ or its successor agency.

(12) *Owner* means the holder of record title for a parcel of land and also the occupant of a parcel of land in possession under a land contract or lease.

(13) *Person* means any individual, partnership, corporation, association, club, joint venture, estate, trust and any other group or combination acting as a unit, and the individuals constituting such group or unit.

(14) *Restricted Zone* means an area or areas described within section 30-203 of this Ordinance for which prohibition of wells and the use of groundwater applies and includes parcels of land that are legally described in this Ordinance, and as amended from time to time as provided in this Ordinance.

(15) *Well* means an opening in the surface of the earth for the purpose of removing fresh

water through non-mechanical or mechanical means for any purpose other than a public emergency or conducting response actions that are consistent with the Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (“NREPA”), the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, or other applicable statute.

Sec. 30-203. Restricted Zone. The following described areas in the City shall be a Restricted Zones under this Article. They may be referred to by reference to the name provided in the caption preceding its description. Additional Restricted Zones, along with a map illustrating the Restricted Zone, may be added by amending the Ordinance in accordance with Section 30-212 and all other applicable laws and code provisions.

(1) 36th Street SW Restricted Zone. The 36th Street SW Restricted Zone Property located in the City of Wyoming, Kent County, Michigan described as follows:

41-17-24-201-007 (300 – 36TH STEET SW)

THAT PART OF W ½ NE ¼ LYING E OF E LINE OF CONRAIL RR R/W & LYING S OF SLY LINE OF 36TH ST EX COM AT INT OF S LINE OF NE ¼ & W LINE OF BUCHANAN AVE TH N 87D 59M 30S W ALONG E & W ¼ LINE 828.27 FT TH N 47D 10M 30S E 46.67 FT TO N LINE OF S 33 FT OF NE ¼ TH S 87D 49M 30S E 695.3 FT TH NELY 125.8 FT ALONG A 101.8 FT RAD CURVE LT/LONG CHORD BEARS N 56D 46M 24S E 117.95 FT/ TO W LINE OF SD AVE TH SLY 101.4 FT TO BEG. SEC 24 T6N R12W 74.92 A. ALSO LOTS 147 TO 152 INCL & PART OF LOTS 144 145 146 153 154 & 155 & PART OF VACATED PORTIONS OF FLOYD ST & 40TH ST & DR LYING W OF LOTS 148 & 149 ALL BEING DESC AS – COM AT N2 COR OF SD PLAT TH S 87D 49M 30S E ALONG N LINE OF SD PLAT 358.58 FT TO WLY LINE OF RELOCATED STAFFORD AVE TH SWLY ALONG WLY LINE OF SD AVE 37.04 FT ALONG A 165.0 FT RAD CURVE LT/LONG CHORD BEARS S 48D 52M 25S W 36.97 FT TH S 42D 26M 30S W ALONG SD WLY LINE 243.88 FT TH SWLY ALONG SD WLY LINE 117.22 FT ALONG A 290.59 FT RAD CURVE LT/LONG CHORD BEARS S 30D 53M 08S W 116.42 FT/ TO A PT 16.51 FT S 0D 02M 30S E & 0.43 FT S 87D 49M 30S E FROM SW COR OF LOT 146 TH N 87D 49M 30S W PAR WITH S LINE OF LOT 148 & SD S LINE EXT 132.43 FT TO W LINE OF SD PLAT TH N 313.78 FT M/L TO BEG. MCQUEEN DOYLE PARK NO. 1

41-17-13-455-052 (301 – 36TH ST SW)

LOT 883 EX N 9 FT ALSO LOT 884 & 885 ALSO THAT PART OF LOTS 886 TO 891 INCL LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO LOTS 892 & 893 ALSO LOT 894 EX N 9 FT ALSO LOT 922 ALSO THAT PART OF LOT

923 LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO THAT PART OF VACATED PORTION OF HILLCROFT AVE /60 FT WIDE/ DESC AS – COM 249 FT N ALONG E LINE OF SD AVE FROM SW COR OF LOT 891 TH S ALONG SE E LINE TO N LINE OF 36TH ST /100 FT WIDE/ TH W ALONG SD N LINE TO W LINE OF SD VACATED AVE TH N ALONG SD W LINE TO A PT 249 FT N ALONG SD W LINE FROM SE COR OF LOT 923 TH E TO BEG ALSO THAT PART OF VACATED PORTION OF BIRCHWOOD AVE /60 FT WIDE/DESC AS – COM AT SE COR OF LOT 885 TH N ALONG W LINE OF SD VAC AVE 122 FT TH E TO A PT ON E LINE OF SD VACATED AVE 122 FT N ALONG SD E LINE FROM SW COR OF LOT 842 TH S ALONG E LINE OF SD VACATED ST TO SW COR OF LOT 841 & TO N LINE OF 36TH ST /100 FT WIDE/ TH W ALONG SD N LINE TO W LINE OF SD VACATED ST TH N TO BEG* HOME ACRES NO. 2 SPLIT ON 07/02/2009 FROM 41-17-13-455-044, 41-17-143-455-046, 41-17-13-455-048; SPLIT COMBINED ON 01/08/2013 FROM 41-17-13-455-050, 41-17-13-455-049, 41-17-13-455-051

(2) 28th Street SW Restricted Zone. The 28th Street SW Restricted Zone described as follows:

41-17-13-103-050 (608 – 28th Street SW)

That area of the City of Wyoming, Kent County, Michigan described as follows: Commencing at the Northwest corner of the intersection of the southerly right-of-way (“ROW”) line of 28th St. SW and the Westerly ROW line of Longstreet Ave. SW, thence southerly along the westerly ROW line of Longstreet Ave. SW a distance of 375 feet, thence easterly a distance of 760’ more or less (“MOL”) to the Easterly ROW line of Highgate Ave. SW, thence northerly along the easterly ROW line of Highgate Ave. SW a distance of 375’ MOL to the northerly ROW line of 28th St. SW, thence westerly along the northerly ROW line of 28th St. SW to the point of beginning.

Sec. 30-204. Prohibition. Except as provided in Section 30-205, no person shall install or utilize, or allow, permit or provide for the installation or utilization of a Well on any Affected Parcel. Any existing Well at the time of the enactment of a Restricted Zone on any Affected Parcel within that Restricted Zone shall be plugged/abandoned at the expense of the Applicant for that particular Restricted Zone and as provided for in Section 30-207 and in accordance with applicable laws, regulations and ordinances, unless such existing Well falls within one of the exceptions listed in Section 30-205. Except as provided in Section 30-205, no person shall use any groundwater from an Affected Parcel.

Sec. 30-205. Influential Wells. No Influential Well nor a well within the restricted zone may be used or installed if it will have the effect of exacerbating a contaminated groundwater plume,

unless it is part of monitoring and/or remediation in conjunction with a response activity or corrective action approved by the MDEQ or the United States Environmental Protection Agency.

Sec. 30-206. Exceptions. A person may install or utilize, or allow, permit or provide for the installation or utilization of a Well in any Restricted Zone if any of the following exceptions applies and the requirements of the exception are complied with. The party proposing an exception to the Well prohibition shall conduct all appropriate inquiry and prepare due care analysis pursuant to Part 201 or Part 213 of the NREPA.

(1) *Proof of No Influence.* If the MDEQ determines based on information provided to it by the person seeking this exception that the use of a Well in a Restricted Zone will not exacerbate existing groundwater contamination, and that water from the proposed Well will not be affected by Contaminated Groundwater, and proof of those determinations is delivered to the City, the Well may be used.

(2) *Groundwater Monitoring/Remediation.* A Well may be used for groundwater monitoring and/or remediation as part of a response activity or corrective action approved by the MDEQ or the United States Environmental Protection Agency.

(3) *Construction Dewatering.* A Well may be used for construction dewatering if the following conditions are satisfied: (i) the use of the dewatering Well will not result in unacceptable exposure to Contaminated Groundwater, possible cross-contamination between saturated zones, or exacerbation of Contaminated Groundwater, as defined in Part 201 of NREPA; and (ii) the water generated by that activity is properly handled and disposed of in compliance with all applicable laws, rules, regulations, permit and license requirements, orders and directives of any governmental entity or agency of competent jurisdiction. Any exacerbation caused by the use of the Well under this exception shall be the responsibility of the person operating the de-watering well, as provided in Part 201 or Part 213 of NREPA.

(4) *Processing Activities.* If the MDEQ determines that the use of a Well for non-contact heating, cooling, production, or processing involved in industrial or commercial activities will not cause migration or exacerbation of contaminated Groundwater and proof of that determination is delivered to the City, such use of the Well under terms and conditions specified by the MDEQ will be allowed. All information necessary for the MDEQ determination described in this subsection shall be provided by the person seeking this exception.

(5) *Public emergencies.* A Well may be used in the event of a public emergency.

Notice of such use shall be provided to the MDEQ within a reasonable time thereafter.

Sec. 30-207. Sources of Water Supplied for Domestic and Irrigation Use.

(1) For Affected Parcels that are not already connected to the City water system on the day of enactment of a Restricted Zone, the Applicant of the Restricted Zone shall be responsible for the costs to connect those Affected Parcels within that Restricted Zone to the City water system. Furthermore, for Affected Parcels that have a Well on the day of enactment of a Restricted Zone which is used primarily for Irrigation Uses, the Applicant of the Restricted Zone shall be responsible for the costs to connect the irrigation system on the Affected Parcel within that Restricted Zone to the City water system.

(2) This Section shall not be deemed as affecting the rights and remedies of an Owner, or any other person or entity and/or of any federal, state or local government that may exist under any law, regulation, rule, ordinance, order, agreement and/or remedial action plan addressing groundwater within the City.

(3) In no event shall the City be required to incur any expense or cost under this Ordinance, except as may otherwise be approved by the City Council for a public works project or by a separate agreement with the Applicant, Owner, other person or entity, or a governmental body or agency.

Sec. 30-208. Enforcement. The City Manager, or his designee, shall be the official having the authority to enforce this Ordinance. After the Effective Date of this Ordinance, the enforcement official shall contact all Owners of Affected Parcels, which from the information available to the City, appear to have Wells prohibited under this Ordinance (if any), giving written notice of the need to cease using such Wells and of the need for establishment of a Domestic Use water source (to the extent required) as prescribed, under Section 30-207, or to obtain approval or acknowledgment of an exception under Section 30-206. The Owner shall immediately take steps so as to comply with the provisions of this Ordinance with regard to provision of Domestic Use water within sixty (60) days from the date of such notice. Any existing Well in violation of this Ordinance shall then be plugged or abandoned in conformance with applicable legal requirements. Where, upon information available to the enforcement official, it is suspected that a Well is being used on an Affected Parcel in violation of this Ordinance, the enforcement official may inspect such Affected Parcel and serve an appropriate notice and order of such violation requiring that action be taken promptly by the Owner to bring the Affected Parcel into compliance. If the Owner fails to act in accordance with

such order, the enforcement official may seek remedies and penalties as provided in Section 30-209.

Sec. 30-209. Penalty. Any person who violates any provision of this Ordinance shall be liable for a municipal civil infraction under the provisions of the Code of Ordinances. The penalty for each violation shall be \$500. In addition, the City may seek an order from a court of appropriate jurisdiction requiring compliance with this Ordinance and may also seek collection of costs and attorney fees associated with such enforcement action. Any violation of this Ordinance is a public nuisance, subject to abatement, and any Well in violation of this Ordinance shall be immediately taken out of service and lawfully abandoned in compliance with applicable legal requirements. A court of competent jurisdiction may order any person violating any provision of this Ordinance to properly and lawfully remove or abandon a Well.

Sec. 30-210. Building and Zoning Permits. No permit for the construction or alteration of a building or structure nor any permit for any zoning approval shall be issued by the City Building and Zoning Administrator for any improvement on an Affected Parcel which has, or proposes, a water supply from a Well in violation of this Ordinance.

Sec. 30-211. Administrative Liability. No officer, agent or employee of the City or member of the City Council shall render himself personally liable for any damage which may occur to any person or entity as the result of any act or decision performed in the discharge of his duties and responsibilities pursuant to the Ordinance.

Sec. 30-212. Amendment; Repeal. The MDEQ, an Applicant, an Owner, an entity involved in performing remedial actions in order to seek approval of a No Further Action Report under Section 20114d of Part 201 or in performing corrective actions in order to seek approval of a Closure Report under Section 21312a of Part 213 or other interested party may request in writing to add parcels to or delete parcels from a Restricted Zone or to establish an additional Restricted Zone or to otherwise amend or repeal this Ordinance, and shall provide advance notice to the MDEQ and any Applicant for such Restricted Zone of any proposed change hereunder, including the reasons supporting such request. The amendment or repeal of this Ordinance shall be by an appropriate ordinance adopted in the same manner as this Ordinance, and any such action shall be in the sole legislative discretion of the City Council.

Sec. 30-213. Notification of Lapse, or Intent to Amend or Repeal. At least thirty (30) days prior to any action regarding a proposed amendment or repeal in whole or in part of this Ordinance, the City shall notify the MDEQ and any Applicant of its intent to so act. The City shall

also notify the MDEQ and any Applicant that this Ordinance may lapse at least thirty (30) days prior to the Ordinance being allowed to lapse.

Sec. 30-214. Reimbursement of Additional City Construction Costs. The Applicant of a Restricted Zone shall reimburse the City for the reasonable additional costs the City incurs for dewatering Contaminated Groundwater or disposing of soils impacted by Contaminated Groundwater in connection with the construction activity undertaken by the City on City property in that Restricted Zone, provided that the City supplies the Applicant with documentation confirming the amount and necessity of such additional costs, including the extent to which they exceeded the cost of dewatering or disposing of materials not impacted by Contaminated Groundwater.

Sec. 30-215. Saving Clause. A prosecution which is pending on the effective date of this ordinance and which arose from a violation of an ordinance repealed by this ordinance, or a prosecution which is started within one (1) year after the effective date of this ordinance arising from a violation of an ordinance repealed by this ordinance and which was committed prior to the effective date of this ordinance, shall be tried and determined exactly as if the ordinance had not been repealed.

Sec. 30-216. Publication and Recording.

(1) If the release for which this ordinance or amendment to this ordinance is sought is regulated pursuant to Part 201, then this ordinance or amendment to the ordinance shall be published and maintained in the same manner as zoning ordinances.

(2) If the release for which this ordinance or amendment to this ordinance is sought is regulated pursuant to Part 213, then the ordinance or amendment ordinance shall be filed by the Applicant with the register of deeds as an ordinance affecting multiple properties.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2015.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the _____ day of _____, 2015.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. 4-15