

MEMORANDUM

To: Mayor and City Councilmembers

From: Curtis Holt, City Manager

Date: March 4, 2010

Re: Council Work Session

The City Council has agreed to hold a work session Monday, March 8, 2010 at City Hall in the Council Chambers, at 7:00 P.M. The agenda will be as follows:

1. Public Comment on Agenda Items (3 minute limit per person)
2. Police Department Traffic Study
3. Gypsy Moth Insecticide Spraying Services for 2010
4. Open Burning Ordinance Revisions
5. Conflict of Interest Policy - Ordinance
6. Primary Clarifier Odor Control Project
7. Any Other Matters
8. Acknowledgement of Visitors/Public Comment (3 minute limit per person)

The City Clerk has posted the appropriate notice.

CLH:lj

Memorandum

To: Curtis Holt, City Manager
From: Kelli VandenBerg, Assistant to the City Manager
Date: March 3, 2010
Re: Gypsy Moth Insecticide Spraying Services for 2010

In response to the gypsy moth infestation experienced during the summer of 2008, the City of Wyoming coordinated a Gypsy Moth Suppression Program in May 2009 to address the concerns of our residents. Through our consultant, Aquatic Consulting Services, LLC (ACS), follow up assessments have been conducted and the 2009 treatment has been deemed a success because the overall gypsy moth population has been reduced and no new areas have become infested.

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. While it was understood this would eliminate some areas of treatment due to a requirement to provide a buffer around those properties opting out, the effect of just 100 property owners opting out eliminated 300 acres from the treatment. In total, ACS recommended 1,075 acres be treated in the City of Wyoming. At the completion of the 2009 treatment, we were informed that this opt out provision was only necessary if federal funds were utilized in completing the program. Since the 2009 Gypsy Moth Suppression Program was funded through a Special Assessment, we were not required to provide the opt out provision.

During the fall of 2009, ACS revisited neighborhoods to determine a treatment proposal for 2010. While most areas saw improvements, a few areas maintained high infestation levels; these were areas that also had a number of excluded properties. In discussing this with ACS representative, Brian Kroll, he recommended not allowing the opt out provision in future treatments and to treat the gypsy moth issue on a community scale versus individual properties.

Aerial insecticide spraying services for the 2009 Gypsy Moth Suppression Program were bid jointly between the cities of Kentwood, Walker and Wyoming. Two bidders responded and the low bidder was Mid-Michigan Helicopter, Inc., the

contract for which was approved by the City Council via Resolution No. 23219, on March 16, 2009. Mid-Michigan Helicopter, has agreed to extend their pricing of \$50.00 per acre for the 2010 Gypsy Moth Suppression Program based on recommendations by ACS.

Including the aerial spray service, as well as mailings of required notifications, total costs for this project are expected to be around \$62,000. As there are currently no funds available to provide aerial spraying for gypsy moths, it is proposed that a special assessment be created to accommodate for the expense related to this service. It is proposed that this special assessment be charged as a flat fee per parcel to those in the aerial spray service area. It is expected that the 2010 program would cost property owners no more than \$30 per parcel. For informational purposes, the City of Kentwood plans to fund their aerial spray efforts through a \$25 per parcel special assessment.

While each year of a Gypsy Moth Suppression Program generally provides an improvement over the year prior, future suppression efforts may be required. Gypsy moths are cyclical in nature. The intent of the spray program is to give heavily infested areas relief from the caterpillar nuisance and to protect other areas from infestation. Total eradication of the gypsy moth should not be expected.

I would like to have this information presented to the City Council at their March 8 work session. Should the City Council concur, I will prepare resolutions for their consideration of the aerial spray contract and the establishment of a special assessment for gypsy moth treatment at the March 15 City Council meeting.

Attachment: Mid-Michigan Helicopter, Inc. Proposal Form
Gypsy Moth Treatment Areas Map and Report

GYPSY MOTH SUPPRESSION SERVICES AGREEMENT

This agreement is made as of _____, 2010, 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 Mid-Michigan Helicopter inc.(hereafter referred to as Mid-Michigan).

Where the city desires to control the gypsy moth population within its boundaries and whereas Mid-Michigan is interested in and capable of participating in a Gypsy moth suppression program with the township.

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 or defend Mid-Michigan 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 in the spray blocks at the time of spraying, and security 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, Mid-Michigan shall.
- (1) Have and maintain insurance coverage during the term of this agreement in the amount of \$2,000,000.00 single limit bodily injury and property damage. The City and its employees shall be names as "Additional Insured". All liability for Mid-Michigan and it's employees will be limited to the insurance provided.
 - (2) Will apply to the F.A.A. for a (workable) congested spray plan using my equipment and personnel from May 1, 2010 to June 15, 2010.
 - (3) Provide Bacillus Thuringiensis 'BT" at the rate of 19 B.I.U. per acre to cover approximately 1066 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 Mid-Michigan a fee of \$50.00 per acre for providing the services listed in paragraph B. This shall be paid within 30 days and not exceed a price of \$53,300.00.
- D In the event Mid-Michigan is prevented from spraying the "BT" as a result of legal action or court injunction or terrorist related problems or problems beyond the control of Mid-Michigan the city will pay \$14.00 per acre to cover the costs incurred.

E For the purposes of this contract, the contractor and it's employees shall be considered Independent Contractors.

F Either party upon Thirty (30) days notice may terminate this agreement.

IN WITNESS WHEREOF, the parties here have executed this Agreement by and through authorized representatives as of the date written above.

CITY OF WYOMING

MID-MICHIGAN HELICOPTERS, INC

BY _____
Date; _____

BY _____
date; _____

BY _____
Date; _____

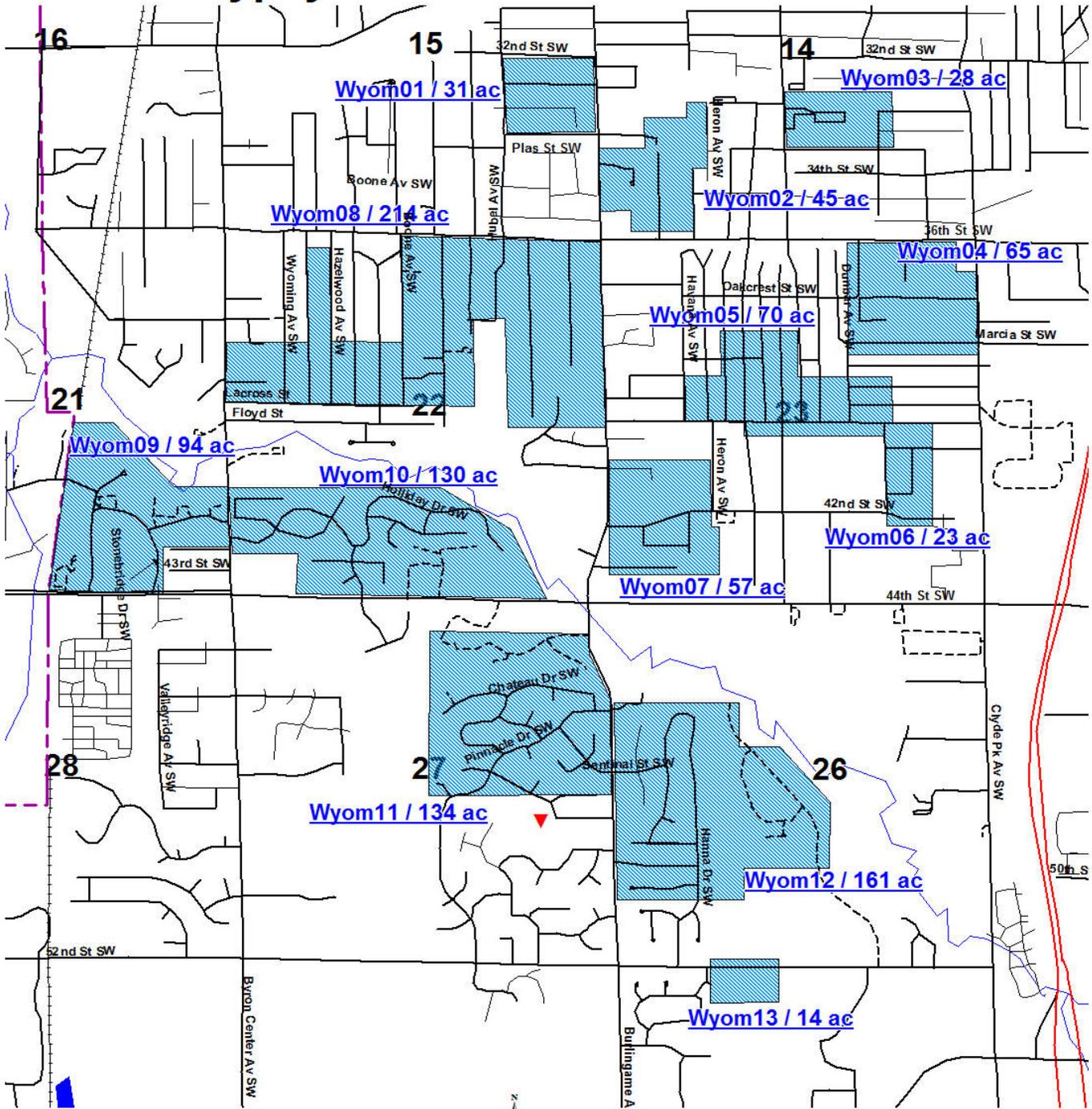
City of Wyoming
Recommended Gypsy Moth Spray Areas 2010

By
Aquatic Consulting Services LLC
January 2010

Block #	Acres	Conditions
Wyom01	31	A small but growing population. Spray to stop nuisance and curtail the expanding numbers and its spread.
Wyom02	45	A persisting population in good habitat, partially treated last year but still above nuisance threshold. Spray to stop nuisance and reduce spread.
Wyom03	28	Most of block sprayed last year and a much reduced population but still somewhat above nuisance threshold. Spray to curtail nuisance.
Wyom04	65	Block only partially treated last year and still containing high levels of gypsy moth. Spray to stop tree damage and alleviate nuisance.
Wyom05	70	A partially treated block last year with a reduced population this year in excellent habitat. Spray to stop the nuisance and reduce the population further.
Wyom06	23	A persisting population in a partially treated block last year still well above nuisance threshold. Spray to curtail nuisance and tree damage.
Wyom07	57	A reduced population from last year but still somewhat above nuisance level. Spray to stop nuisance and curtail spread in this excellent habitat.
Wyom08	214	A persisting population in a partially treated block last season but still containing gypsy moths above the tree damage threshold. Spray to stop tree damage and limit nuisance across a wide area of variable habitat.
Wyom09	94	Treated last year and a much reduced population but still contains pockets of gypsy moth above nuisance threshold. Spray to prevent nuisance.
Wyom10	130	A reduced population in a block mostly treated last year but still containing areas of gypsy moth above nuisance threshold. Spray to limit nuisance.
Wyom11	134	The block was mostly treated last year but the gypsy moth population persists at a similar level. Spray to prevent nuisance and tree damage.
Wyom12	161	A much reduced population in the area treated last year but still somewhat above nuisance level. Also an increase in the Palmer Park picnic area that needs spray to reduce nuisance.
Wyom13	14	A small area of persistent gypsy moth in good habitat. Spray to help reduce the population below nuisance level.

Total 1,066

City of Wyoming Gypsy Moth Treatment Areas 2010



Shaded areas are scheduled for B.t. aerial spray in May 2010

1 inch = 0.36 miles

2010 Aquatic Consulting Services LLC

MEMORANDUM



To: Curtis Holt, City Manager
From: Robert Austin, Fire Chief
Date: March 2, 2010
Subject: Open Burning Ordinance Revisions

The City of Wyoming has had a ordinance regarding open burning for many years which did not allow any open burning in the city limits. In 1998, our department was given direction from the City Council to allow open burning for recreational purposes using the manufactured portable outdoor fireplaces. Unfortunately, the ordinance was never changed.

Over the years, these outdoor fireplaces have become very popular which in turn has created an enforcement problem for our department. I feel this is caused in part because of confusion regarding the ordinance on the part of the public causing numerous complaints.

Attached is a revision to Section 30 – 35 of the City of Wyoming Code of Ordinances that will allow the use of outdoor fireplaces. These revisions include a clear definition of an outdoor fireplace and some requirements for use that I believe will eliminate many complaints we are now having to respond to.

I would like to present these changes to the Council at the March work session for discussion. It is my desire that we adopt the revised version of the ordinance or we enforce the current ordinance as it is written.

ORDINANCE NO. 1-10

AN ORDINANCE TO AMEND SECTION 30-35
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 30-35 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 30-35. Open Burning. The following provisions shall govern open burning within the city:

- (1) The term “*open burning*” shall also include burning in any container which is not an approved incinerator.
- (2) No open burning of leaves and/or refuse is permitted within the city limits at any time.
- (3) The following burning uses are permitted without a permit:
 - a. The burning of wood, charcoal, coke or other acceptable fuel for the sole purpose of preparing food in an approved container or utensil that is designed exclusively for cooking and that has a mechanism capable of completely enclosing or confining the fire, while being used in a safe and sanitary manner.
 - b. The use of approved gaseous or liquid-fired salamanders commonly employed in conjunction with building and construction operations when being used in accordance with accepted safety standards.
 - c. Roofers, plumbers, tanners or other mechanics pursuing a business requiring the use of fire, or for the purpose of boiling tar, pitch or oil used in the course of an approved business or trade and while being used in a safe and sanitary manner.
 - d. Open burning for Fire Department and/or Emergency Management purposes shall be permitted only under the following conditions:
 - i. The area is adequately protected by Fire Department personnel
 - ii. The fire will be of short duration.
 - iii. The ambient air, at the time of burning is relatively free of pollutants.
 - iv. The Fire Chief provides written authorization for such burning.
- (4) The use of outdoor fireplaces (as hereinafter defined), which are purchased by homeowners for use outside of a dwelling or residence is permitted, provided such outdoor fireplaces are used for preparation of food or for recreation, are used on noncombustible surfaces including, but not limited to, brick, flagstone, or concrete and are kept away from

any flammable liquids and other combustible materials. Outdoor fireplaces shall be used only for burning of clean wood or other solid fuel and shall not be used for the burning of waste materials or other materials including, but not limited to, grass clippings, brush, leaves and paper.

(5) An “outdoor fireplace” as used in this section is defined as a portable and/or site built commercially-produced device that is designed, manufactured and purchased for the sole purpose of burning wood or solid fuel. All outdoor fireplaces shall conform to the following:

(a) Outdoor fireplaces shall not be placed closer than 20 feet to any combustible material and not closer than 20 feet to adjoining lot lines.

(b) A noncombustible barrier at least 18 inches in width shall surround the outdoor fireplace. This provision shall also be required under a portable unit.

(c) The “fire pot” of the outdoor fireplace shall not exceed four feet in diameter and include a spark arrestor component.

(d) Permitted open fires and cooking fires shall be constantly attended by a competent person until such fire is extinguished. This person shall have a garden hose connected to a water supply or other fire extinguishing equipment readily available for use.

(e) Fire Rings are prohibited.

(6) Fire or Police Department personnel are authorized to require any open burning be immediately discontinued if it is determined that the smoke emissions are offensive to occupants of surrounding property or determined to constitute a hazardous condition (i.e. dry conditions)

(7) The Fire Chief or designee or a sworn police officer are hereby authorized to issue citations for any violation for this section.

Section 2. This ordinance shall be in full force and effect on the ____ day of _____, 2010.

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 _____, 2010.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. 1-10

MEMORANDUM

TO: Curtis L. Holt
City Manager

FROM: Jack R. Sluiter
Wyoming City Attorney

DATE: February 19, 2010

RE: Conflict of Interest Policy - Ordinance

The new state Planning Enabling Act requires the Planning Commission to have a Conflict of Interest Policy in its bylaws unless such a policy is established in an Ordinance by the legislative body.

In discussing this matter with the City Clerk and City Planner we believe it would be more appropriate to establish a general conflict of interest policy which applies to all boards and commissions and to the City Council to make uniform the conflict of interest policy and to clarify when members must abstain or must vote on various issues.

I have therefore prepared a proposed ordinance amendment to add a division to chapter 2 of the City Code, the Administrative provisions. That proposed ordinance is attached.

I would request that the ordinance be placed on a future work session agenda for discussion by the Council. If you wish to discuss the matter prior to that time please contact me at your convenience.

cc: Barb VanDuren
Heidi Isakson
Tim Cochran

JRS/sjd
03/08/10

ORDINANCE NO. _____

AN ORDINANCE TO ADD DIVISION 1 TO
ARTICLE 1 OF CHAPTER 2 OF THE CODE OF THE CITY
OF WYOMING ENTITLED CONFLICT OF INTEREST POLICY

THE CITY OF WYOMING ORDAINS:

Section 1: That Division 1 is hereby added to Article 1 of Chapter 2 of the Code of the City of Wyoming to read as follows:

DIVISION 1. CONFLICT OF INTEREST POLICY

Sec. 2-1 Application.

Except as specifically provided in Section 6.7(c) of the City Charter or any specific code provision, the conflict of interest policy established hereunder shall apply to the City Council and all boards and commissions of the City of Wyoming.

Sec. 2-2 Definition.

Conflict of interest shall be defined as any issue upon which a member or any member of his immediate family (defined as spouse, parent, child, grandchild, or sibling) has a potential financial interest or benefit.

Sec. 2-3 Disclosure.

In the event any member has a conflict of interest, that member shall disclose that conflict of interest or potential conflict of interest prior to participation in deliberation or vote on the subject matter on which the conflict of interest exists.

Sec. 2-4 Determination of Conflict of Interest.

In the event of a question of whether a conflict of interest exists for a member, a final determination shall be made by a majority vote of the remaining members.

Sec. 2-5 Participation and Voting.

No member shall participate in deliberation or vote on an issue on which that member has or is determined to have a conflict of interest. On all other issues the member shall be required to vote.

Sec. 2-6 Abstention; Meeting Minutes

Should a member be required to abstain due to a conflict of interest, that abstention and the reason for the abstention shall be recorded in the official minutes of the meeting.

Section 2: This Ordinance shall be in full force and effect on the ____ day of _____, 2010.

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 _____, 2010.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. _____

MEMORANDUM

TO: Curtis Holt, City Manager

FROM: Craig Smith, Clean Water Plant Superintendent

DATE: March 3, 2010

SUBJECT: Primary Clarifier Odor Control Project

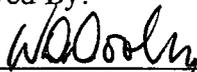
On February 16, 2010 we received bids for the Primary Clarifier Odor Control Project. Attached is the bid tabulation which shows Davis Construction Company as the low bidder at \$2,834,644. A meeting was held with Davis, Black & Veatch and myself on February 22 to discuss the bid in detail. As a result of this meeting the Engineers and I believe Davis has accounted for what we have specified in the project and is able to perform the work.

A secondary topic of discussion we had with Davis was on ways to reduce the bid amount. As you know we had budgeted \$2.5 million for this project and I was concerned about making sure this project was affordable. Prior to the February 22 meeting Black & Veatch and I had discussed the lining of our Flocculation Channels as a possible area where savings could be attained. The Flocculation Channels are a concrete structure built with the original plant in 1964 and served as the grit removal system at that time. Subsequent projects have replaced this system with new technology, but the structure itself has to remain as the conduit that brings the wastewater flow to the Primary Clarifiers. Because of the age of the concrete and the fact that we are covering these channels as well as the Clarifiers, we need to protect it from corrosion that can occur in a confined space. Black & Veatch did some additional investigation of the specified corrosion protection and found that a thinner coating could be applied and still maintain the integrity we need. Davis was asked to get a new quote from their supplier, requesting a coating of 150 millimeters thickness instead of the 250 millimeters in the specification. The new quote shows a savings of \$79,335.53. Included with this memo is Change Order #1, which outlines the changes in the corrosion protection for the flocculation channels, making the new contract amount \$2,755,308.48.

This project will be financed from cash reserves in the Sewer Fund. The current budget includes \$2,603,000 on in the Capital Outlay account 590-590-54400-986.455 for this project. At the time of Council approval of this bid we will also include a budget amendment to move \$300,000 from our Stage 2 Project Capital account 590-590-54400-986.444 to this project account. The stage 2 project is complete and there are sufficient funds from the unspent contingency to help meet the need for the primary cover project. The total amount of \$2,903,000 will include engineering and a contingency of \$44,691.52.

I believe it is very important for this project to proceed as scheduled. We have done so much to date to reduce the odors from our process areas and need only to do this last portion to keep the odors in check well into the future. Should you or any member of the City Council have any questions concerning this project I will make myself available to answer them at the Council Work Session on March 8.

Reviewed By:



Bill Dooley, Director of Public Works

Davis

Section 00400

BID FORM

PROJECT IDENTIFICATION:

City of Wyoming, Michigan
Clean Water Plant
Primary Clarifier Odor Control Improvements

THIS BID IS SUBMITTED TO:

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

1.01. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01. Bidder accepts all of the terms and conditions of the Invitation to Bid and the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents to Engineer within 15 days after the date of Owner's Notice of Award.

3.01. In submitting this Bid, Bidder represents that:

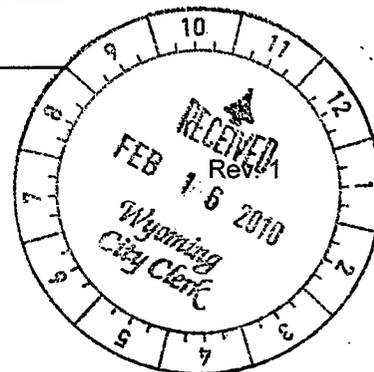
A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged.

No. one Dated 2/10/2010

No. two Dated 2/15/2010

City of Wyoming, Michigan
Clean Water Plant
Primary Clarifier Odor Control Improvements
02/10/10

00400
-1-



No. _____ Dated _____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid or performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work indicated in the Bidding Documents.

- I. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- J. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- K. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01. Bidder further represents that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4.02. Bidder has attended the pre-bid conference.

5.01. Bidder will complete the Work for the following prices:

Lump Sum Bids:

Base Bid	\$ <u>2,808,144.⁰⁰</u>
SCADA/Control System Equipment and Software Allowance	\$ <u>6,500</u>
Owner's Discretionary Allowance	\$ <u>20,000</u>
Total Bid:	\$ <u>2,834,644.⁰⁰</u>

6.01. Bidder agrees that the Work will be substantially completed by November 1, 2010, and completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before December 1, 2010. The foregoing Contract Times are based on issuing a Notice of Award before March 20, 2010. If a Notice of Award is not issued by this date, the Contract Times will be adjusted based on the number of days until a Notice of Award is issued.

6.02. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above.

7.01. Communications concerning this Bid shall be sent to Bidder at the following address:

Davis Construction, Inc.
456 Plymouth NE Suite B
Grand Rapids, MI 49505
ATTN: Rob Kaliniak

8.01. The terms used in this Bid have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.