

NOTICE OF COVID-19 PROCEDURES FOR WYOMING CITY COUNCIL MEETING

The current Michigan Department of Health and Human Services (MDHHS) Emergency Epidemic Order restricts gatherings to reduce viral spread during the COVID-19 pandemic. Due to this order and Open Meetings Act requirements, the City Council provides for remote participation by those not comfortable attending meetings in-person and modified seating accommodations for persons attending in-person.

ATTENDING REMOTELY

Watch Council Live Online

The meeting will be broadcast live on WKTV (Comcast Cable Channel 26) or online at wktv.org/live26.html and streamed live on WKTV Community Media's Facebook page at facebook.com/WKTV.org.

Provide Public Comment Remotely

Those wishing to comment on agenda items or to raise other issues to the City Council are encouraged to send written comments by e-mail, leave voice messages by phone, or call-in live during the meeting. The opportunity for public comment on agenda items is near the meeting's beginning, while the opportunity to address matters not on the agenda is near the meeting's end. If there is a public hearing scheduled for a meeting, it will also be near the meeting's beginning. All written comments and all voice messages will be provided in full to all City Council members.

Email Comments – Email to: CityCouncilComments@wyomingmi.gov.

Voicemail Comments – Call 616.228.6179 to leave up to a 3-minute voice message before the meeting. This number will transition to a live public comment number 30 minutes before the meeting begins. This allows time for staff to forward comments to council for review.

Live Phone Call Comments – The live call line will open 30 minutes before the scheduled meeting begins. Call 616.228.6179, listen carefully to the prompts, and follow them to be placed in line for the public comment period you would like. The public comment rules for speaking are the same for any City Council meeting.

1. When you connect to the meeting, turn down the volume on the TV or computer you are using to watch the council meeting.
2. State your name and address. You will have 3 minutes to speak.
3. You may speak once on each issue.
4. All comments are limited to 3 minutes.
5. Public comment is not an opportunity for dialogue or debate, please do not expect comment from the Council.
6. If you want to speak during another public comment period, call back and follow the appropriate prompts.

Email City Council Members Directly –City Council members may be directly contacted using contact information at wyomingmi.gov/CityCouncil.

ATTENDING IN-PERSON

Building Entry

To reduce viral spread, visitors to City Hall are required to follow safety protocols. Those who are ill or have COVID symptoms should stay home and participate remotely.

1. Wear a face covering.
2. Enter through the front entrance off 28th Street SW.
3. Sanitize hands using the hand sanitizer provided.
4. Complete a health questionnaire.
5. Follow meeting requirements and procedures, including seating instructions.

Meeting Room Requirements and Procedures

Council Chambers

Under the MDHHS order, occupancy is limited to 25 persons. The 7 City Council members will be seated at the dais with the city clerk, city manager, and other city officials and staff also present during the meeting. This leaves room for 15-17 guests or commenters at any time. All individuals must maintain 6-foot distancing. Masks must be worn to and from seats. Masks may be removed only when speaking.

West Conference Room

This room is reserved for up to 10 city staff members who will individually enter the council chambers to provide information as needed. 6-foot distancing and, except when speaking, masks are required.

Rotunda

Up to 10 meeting individuals may be seated in the city hall rotunda. Masks and 6-foot distancing are required. A television will display the broadcasted meeting and council chamber doors will remain open. During a public hearing and public comment periods, a city staff person will invite individuals to enter council chambers to comment at the podium. All guests are asked to provide their name and address. Masks may be removed if necessary, for understanding when speaking. There is a 3-minute limit.

Outside front entry of City Hall

Additional individuals will be asked to watch the meeting on their smart devices outside of city hall. During a public hearing and public comment periods, a city staff person will invite individuals to enter council chambers one at a time to comment at the podium. Masks and 6-foot distancing are required inside city hall. Masks may be removed if necessary, for understanding when speaking. All commenters are asked to provide their name and address. There is a 3-minute limit.

SPECIAL ACCOMMODATIONS

Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the City Clerk at either clerk_info@wyomingmi.gov or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

ACOMODACIONES ESPECIALES

Personas que deseen asistir a esta reunión y necesiten acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Ciudad al 616.530.7296 o Clerk_info@wyomingmi.gov al menos 36 horas antes de la reunión para hacer arreglos para el alojamiento apropiado.

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MAY 17, 2021, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Ken Reynolds, Resurrection Life Church

If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.

3) Pledge of Allegiance

4) Roll Call

5) Student Recognition

6) Approval of Minutes

From the May 3, 2021 Regular Meeting and the May 10, 2021 Work Session

7) Approval of Agenda

8) Public Hearings

If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.

7:01 p.m. To Consider Approval of a Transfer Application for an Industrial Facilities Exemption Certificate in the City of Wyoming from Agropur, Inc. to Schreiber Foods, Inc.

9) Public Comment on Agenda Items

This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.

10) Presentations and Proclamations

a) Presentations

1. Tree Commission

b) Proclamations

11) Petitions and Communications

a) Petitions

b) Communications

12) Reports from City Officers

a) From City Council

b) From City Manager

21-05 Acceptance of a Stormwater Detention Easement Along Mulligan Drive in Buck Creek Hill Estates (EL2 Development, LLC)

13) Budget Amendments

a) Budget Amendment No. 64 – To Appropriate \$1,500,000 of Additional Budgetary Authority for the Retiree Health Trust Fund and Recognize the Associated Transfer from the Workers' Compensation and Health Insurance Fund

- b) Budget Amendment No. 65 – To Appropriate \$40,465 of Budgetary Authority for Additional Funding for Facilities Personnel due to the Facilities Reorganization

14) Consent Agenda

- a) Of Appreciation to Carla Sanchez for Her Service as a Member of the Community Enrichment Commission of the City of Wyoming
- b) To Appoint Lee Ann Platschorre as a Member of the Wyoming Parks and Recreation Commission Representing the Godwin Heights Public School District
- c) To Confirm the Appointment of Ciarra Adkins as a Member of the Zoning Board of Appeals for the City of Wyoming
- d) To Appoint Robert DeKryger as a Member of the Construction Board of Appeals
- e) To Confirm the Appointment of Nicole Hofert as a Member of the Board of Directors of the Economic Development Corporation and the Brownfield Redevelopment Authority for the City of Wyoming
- f) To Set a Public Hearing Regarding the Edward Byrne Memorial Justice Assistance Grant (June 7, 2021 at 7:01 p.m.)

15) Resolutions

- g) To Amend a Portion of the City of Wyoming Fee Schedule
- h) To Approve the 2022 Street and Utility Capital Improvement Program
- i) To Adopt Fiscal Year 2021-22 Wyoming City Budget and Property Tax Levy to be Known as the City's 2021-22 General Appropriations Act
- j) To Approve the 2021-2022 Budget for the Wyoming Downtown Development Authority
- k) To Approve the Grand Valley Regional Biosolids Authority FY2022 Budget
- l) To Approve and Authorize the Mayor and City Clerk to Sign a Contract Among the Greater Wyoming Community Resource Alliance, the City of Wyoming and the Community Enrichment Commission and to Approve the Associated Fund Transfer
- m) To Amend the Employment Contract Between the City of Wyoming and the Wyoming City Employees Union and to Amend the Classification and Salary Schedule
- n) To Amend the Employment Contract Between the City of Wyoming and the Wyoming Administrative and Supervisory Association and to Amend the Classification and Salary Schedule
- o) To Authorize the Mayor and City Clerk to Execute an Employment Contract Between the Wyoming City Employees Union and the City of Wyoming
- p) To Authorize the Mayor and City Clerk to Execute an Employment Agreement Between the Wyoming Administrative and Supervisory Association and the City of Wyoming
- q) To Authorize the City Manager to Execute an Employment Agreement with the Director of Planning and Economic Development
- r) To Amend the City Council Policy Manual Section 3.08 to Allow the Write-off of Property Tax Balances of \$5.00 or Less
- s) To Approve the Transfer of an Industrial Facilities Exemption Certificate from Agropur, Inc. to Schreiber Foods, Inc. and to Authorize the Mayor and City Clerk to Sign the Amended IFT Agreement

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

- t) To Concur with and Authorize the Purchase of Equipment Required to Transition to a New Dispatch System

- u) To Approve Change Order Number Two for the Burlingame Water Storage Tanks and Pump Station Construction Project
- v) For Award of Bid and to Authorize the Mayor and City Clerk to Execute the Contract for the Yard Discharge Piping Improvements

17) Ordinances

10-21 To Amend Articles I and II of Chapter 86 of the Code of Ordinances Including Penalties for Violations of Those Provisions (Final Reading)

18) Informational Material

19) Acknowledgment of Visitors

This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3 minute limit per person.

20) Closed Session (as necessary)

21) Adjournment

May 17, 2021

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 21-05

Subject: Acceptance of a Stormwater Detention Easement along Mulligan Drive in
Buck Creek Hill Estates (EL2 Development, LLC)

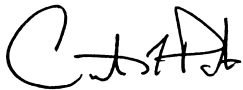
Councilmembers:

EL2 Development, LLC, developer of Buck Creek Hill Estates Plat, located west of Burlingame Avenue has submitted the following described Stormwater Detention Easement. The Stormwater Detention Easement conveys rights to detain stormwater and maintain a regional detention basin located in the rear yards of homes fronting Mulligan Avenue, SW. The easement area is shown in Exhibit A of the attached easement.

Grantor:	EL2 Development, LLC
Size:	Approximately 7,000 SF
Consideration:	\$1.00

It is recommended that the City Council accept the Stormwater Detention Easement, which has been approved as to form by the City Attorney.

Respectfully submitted,



Curtis L. Holt
City Manager

Attachments: Stormwater Detention Easement

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger John Fitzgerald Kent Vanderwood Marissa Postler Robert Postema Sam Bolt
Jack A. Poll, Mayor

**EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF
STORM WATER DETENTION AREAS**

The Grantor, **EL2 DEVELOPMENT, LLC**, a Michigan limited liability company, whose address is 246 Stonefield Court, Grandville, Michigan 49418

DOES HEREBY GRANT AND CONVEY TO

CITY OF WYOMING, a Michigan Municipal Corporation whose address is 1155-28th Street, SW, Wyoming, Michigan 49509, an **easement** for underground storm sewers, storm water drainage, and for storm water detention ponding purposes. Said easement includes the perpetual right to enter and go over, across, through, and under the real property hereinafter described and to enter upon sufficient land adjacent to the easement at any time to accomplish any of the following purposes: to operate equipment, pile dirt and materials, remove earth, build retaining walls and supportive structures, and to perform necessary grading during the construction and maintenance of the ponding areas; to construct, operate, maintain, repair, replace or remove storm sewers, drains, flow control structures, or earth dikes; to remove any sediment or debris that diminishes the retention basin volume or otherwise impairs its function, the City shall not be responsible for the control and treatment of algae growth or the removal of sediment and debris to preserve the appearance of the ponding areas; to excavate or refill ditches or trenches for the location of storm sewers and appurtenances; to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction operation and maintenance of any of the improvements authorized above. Said easement is over, across and upon the following described real property located in the City of Wyoming, County of Kent, State of Michigan, described as follows:

See Exhibit "A" attached hereto for the Legal Description


for the full consideration of **One Dollar (\$1.00)**

Grantor shall not construct any buildings or permanent structures upon said easement.

DATED: April 24, 2019

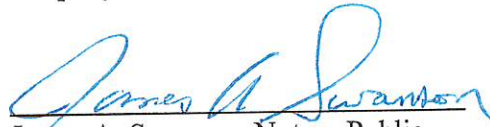
GRANTOR:

EL2 DEVELOPMENT, LLC

By: 
Mark D. Maier, its Sole Member

STATE OF MICHIGAN
COUNTY OF KENT

On April 24, 2019, before me, a Notary Public, in and for said County, personally appeared Mark D. Maier, Sole Member of EL2 Development, LLC, a Michigan limited liability company, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be the free act and deed of said limited liability company.


James A. Swanson, Notary Public
Kent County, Michigan
My commission expires: 01/09/2020

Approved as to form:

Attorney for the City of Wyoming

This Instrument Drafted By:

James A. Swanson

Exxel Engineering, Inc.

5252 Clyde Park Ave SW

Grand Rapids, MI 49509

Description of Easement for Drainage and Storm Water Detention:

Part of Lots 13, 14 & 15, Buck Creek Hill, part of the NE 1/4 of Section 34, T6N, R12W, City of Wyoming, Kent County, Michigan, described as BEGINNING at the SW corner of said Lot 13; thence N01°33'14"W 115.00 feet along the West line of said Buck Creek Hill; thence N88°26'46"E 20.00 feet; thence S01°33'14"E 54.69 feet; thence S15°38'01"E 42.98 feet; thence S88°55'47"E 219.72 feet to the East line of said Lot 15; thence S01°05'43"W 20.00 feet along said East line to the South line of said Buck Creek Hill; thence N88°55'47"W 249.28 feet along said South line to the place of beginning.

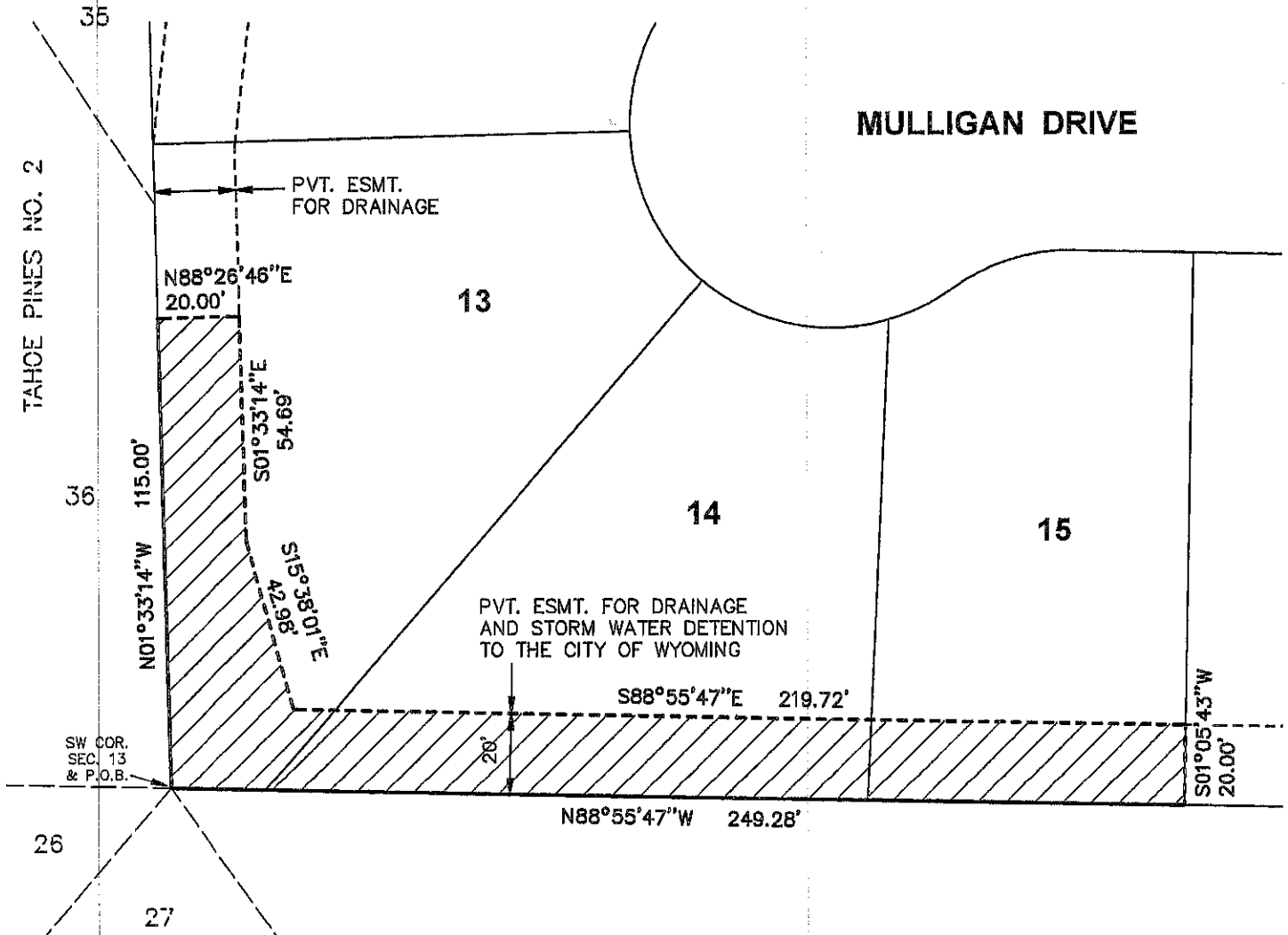


EXHIBIT "A"



SCALE: 1" = 40'



Prepared by: Exxel Engineering, Inc.
5252 Clyde Park Avenue, SW
Grand Rapids, MI 49509

RE: Buck Creek Hill 181004E
4/4/2019 bf

CITY OF WYOMING BUDGET AMENDMENT

Date: May 17, 2021

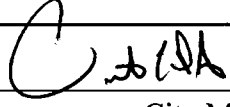
Budget Amendment No. 064

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$1,500,000 of additional budgetary authority for the Retiree Health Trust Fund and recognize the associated transfer from the Workers' Compensation and Health Insurance Fund.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Workers' Compensation Fund</u>				
Transfers Retiree Health Insurance Trust				
682-000-96500-999.732	-	500,000.00		500,000.00
Fund Balance/Working Capital (Fund 682)		\$ -	\$ 1,500,000.00	
<u>Health Insurance Fund</u>				
Transfers Retiree Health Insurance Trust				
683-000-85200-999.732	-	1,000,000.00		1,000,000.00
Fund Balance/Working Capital (Fund 683)		\$ -	\$ 1,000,000.00	
<u>Retiree Health Trust Fund</u>				
Transfer from Health Insurance Fund				
732-699.683		1,000,000.00		1,000,000.00
Transfer from Insurance Funds				
732-699.852		500,000.00		500,000.00
Fund Balance/Working Capital (Fund 732)		\$ 1,500,000.00		

Recommended: 
Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2020-2021 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: May 17, 2021

Budget Amendment No. 065

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$40,465 of budgetary authority for additional funding for facilities personnel due to the facilities reorganization.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
District Court - Building - Salaries 101-136-13610-706.000	14,000.00	8,000.00	-	22,000.00
District Court - Building - FICA 101-136-13610-715.000	1,071.00	615.00	-	1,686.00
District Court - Building - Hospitalization Insurance 101-136-13610-716.000	-	6,500.00	-	6,500.00
District Court - Building - Pension 101-136-13610-718.000	5,889.80	3,400.00	-	9,289.80
District Court - Building - Pension DC Plan 101-136-13610-718.100	-	640.00	-	640.00
District Court - Building - Pension Retiree Health - DC 101-136-13610-718.200	-	320.00	-	320.00
District Court - Building - Workers Comp. Insurance 101-136-13610-719.000	492.80	300.00	-	792.80
District Court - Building - Life Insurance 101-136-13610-717.000	19.32	15.00	-	34.32
District Court - Building - Insurance Liability 101-136-13610-910.000	266.00	155.00	-	421.00
Police - Building - Salaries 101-305-30610-706.000	45,028.00	8,000.00	-	53,028.00
Police - Building - FICA 101-305-30610-715.000	3,607.00	615.00	-	4,222.00
Police - Building - Hospitalization Insurance 101-305-30610-716.000	24,450.00	3,500.00	-	27,950.00
Police - Building - Pension 101-305-30610-718.000	12,895.00	7,750.00	-	20,645.00
Police - Building - Workers Comp. Insurance 101-305-30610-719.000	1,637.00	460.00	-	2,097.00
Police - Building - Life Insurance 101-305-30610-717.000	63.00	15.00	-	78.00
Police - Building - Insurance Liability 101-305-30610-910.000	856.00	180.00	-	1,036.00
Fund Balance/Working Capital (Fund 101)		\$ -	\$ 40,465.00	

CITY OF WYOMING BUDGET AMENDMENT

Date: May 17, 2021

Budget Amendment No. 065

Recommended: 
Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____
that the General Appropriations Act for Fiscal Year 2020-2021 be amended by adoption of the
foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO CARLA SANCHEZ FOR HER SERVICE
AS A MEMBER OF THE COMMUNITY ENRICHMENT COMMISSION
OF THE CITY OF WYOMING

WHEREAS:

1. Carla Sanchez has served faithfully and effectively as a member of the Community Enrichment Commission since October 7, 2019.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Carla Sanchez for her dedicated service as a member of the Community Enrichment 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 May 17, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT LEE ANN PLATSCHORRE AS A MEMBER OF THE
WYOMING PARKS AND RECREATION COMMISSION REPRESENTING
THE GODWIN HEIGHTS PUBLIC SCHOOL DISTRICT

WHEREAS:

1. There is a vacancy in the position of Godwin Heights Public School District Representative on the Wyoming Parks and Recreation Commission for a term expiring June 30, 2022.
2. The Godwin Heights Public School District has recommended that Lee Ann Platschorre be appointed to the Wyoming Parks and Recreation Commission as a representative of the district.
3. It is the desire of the City Council that Lee Ann Platschorre be appointed to fill the term on the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby appoint Lee Ann Platschorre as a member of the Parks and Recreation Commission for the City of Wyoming for the term ending June 30, 2022.

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 May 17, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF CIARRA ADKINS
AS A MEMBER OF THE ZONING BOARD OF APPEALS
FOR THE CITY OF WYOMING

WHEREAS:

1. Ciarra Adkins has submitted an application requesting appointment to the Zoning Board of Appeals for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2023 on the Zoning Board of Appeals.
3. City Council wishes to appoint Ciarra Adkins as a member of the Zoning Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Ciarra Adkins as a member of the Zoning Board of Appeals for the term ending June 30, 2023.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 17, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT ROBERT DEKRYGER AS A MEMBER OF THE
CONSTRUCTION BOARD OF APPEALS FOR THE CITY OF WYOMING

WHEREAS:

1. Robert DeKryger has submitted an application requesting appointment to the Construction Board of Appeals for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2022 on the Construction Board of Appeals.
3. It is the recommendation of the City Manager that Robert DeKryger be appointed to serve on the Construction Board of Appeals for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to appoint Robert DeKryger to the Construction Board of Appeals for the unexpired term ending on June 30, 2022.

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 May 17, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF NICOLE HOFERT
AS A MEMBER OF THE BOARD OF DIRECTORS OF THE
ECONOMIC DEVELOPMENT CORPORATION AND THE BROWNFIELD
REDEVELOPMENT AUTHORITY FOR THE CITY OF WYOMING

WHEREAS:

1. A vacancy exists in an unexpired term ending February 13, 2027 on the Economic Development Corporation and the Brownfield Redevelopment Authority.
2. Mayor Jack Poll has recommended that Nicole Hofert be appointed as a member of the Board of Directors of the City of Wyoming Economic Development Corporation and the Brownfield Redevelopment Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Nicole Hofert as a member of the Board of Directors of the City of Wyoming Economic Development Corporation and the Brownfield Redevelopment Authority for the unexpired term ending February 13, 2027.

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 May 17, 2021.

Kelli A VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING REGARDING THE EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS:

1. The City of Wyoming Department of Public Safety requests the City Council set a public hearing regarding the 2020 Edward Byrne Memorial Justice Assistance Grant in the amount of \$25,289 to be used toward the procurement of equipment, technology, and other items directly related to basic law enforcement functions.
2. The City of Wyoming would accept \$25,289 in grant funds for the procurement of equipment, technology, and other items directly related to basic law enforcement functions.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby set a public hearing to be held on Monday, June 7, at 7:01 p.m., for the purpose of receiving public comment on the use of the 2020 Edward Byrne Memorial Justice Grant Funds for program activities.
2. The City of Wyoming sets that the form of the notice to be published as follows:

Notice of Public Hearing
2020 Edward Byrne Memorial Justice Assistance Grant

The City Council of the City of Wyoming will hold a public hearing on Monday, June 7, 2021, at 7:01 p.m. at Wyoming City Hall for the purpose of receiving comment on the use of the 2020 Edward Byrne Memorial Justice Assistance Grant for program activities. The total amount of the funds to be received for 2020 is \$25,289. The Public Safety Department intends to buy protective equipment for police officers with these grant funds. For information on the proposed program activities contact Wyoming Police Captain James Maguffee at maguffeej@wyomingmi.gov. Written comments may be submitted to the City Clerk at 1155 28th Street SW, Wyoming, MI 49509.

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 May 17, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AMEND A PORTION OF THE
CITY OF WYOMING FEE SCHEDULE

WHEREAS:

1. The City of Wyoming establishes by resolution certain fees.
2. From time to time information related to fees is reviewed to ensure they cover related costs.
3. Various Sections of the existing Fee Schedule are in need of amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming hereby adopts the attached revision to the following Sections:

Section IV - Engineering

Section X - Utilities effective July 01, 2021.

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 May 17, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Proposed Fee Schedule

Resolution No. _____

ALL CHANGES ARE IN BOLD

IV – ENGINEERING DEPARTMENT

Administrative Fees

Preparation of Lien Contract	\$50.00
Preparation of Restrictive Covenant (waived when prepared in connection with special assessment roll)	\$100.00
Preparation or review of Easements	\$200.00

General Engineering Fees

Fire Lines

Based on Construction	4.00%
Minimum Fee	\$200.00

Testing and Chlorination of water mains

Standard Rate	\$170.00/hr
Overtime Rate	\$175.00/hr
Double time Rate	\$225.00/hr

Subdivision Inspection

Based on Construction Cost	4.00%
Minimum Fee	\$200.00

Standard Special Assessment Rates

Whenever the City Council decides to levy Special Assessment to defray the costs of any improvements, the following Standard Special Assessment Rates shall govern:

Street

Rural Improvement – Residential	\$53.30 lf
Full Improvement – Residential	\$90.80 lf
Full Improvement – Commercial	\$114.60 lf

Sanitary Sewer

Main – Residential	\$37.10 lf
Main – Commercial	\$54.40 lf

6 inch service	\$2,390.00 ea
8 inch service	\$3,520.00 ea

Watermain

Main – Residential	\$22.80 lf
Main – Commercial	\$27.30 lf

1 inch service	\$1,360.00 ea
1 ½ inch service	\$1,360.00 ea
2 inch service	\$1,600.00 ea
6 inch service	\$3,950.00 ea
8 inch service	\$4,810.00 ea

Storm Sewer		
	12 inch lateral	\$1,370.00 ea
	15 inch lateral	\$1,550.00 ea
	18 inch lateral	\$1,810.00 ea
Sidewalk		
	4 inch - Residential	\$17.60 lf
	6 inch – Commercial	\$24.60 lf
	8 inch – Industrial	\$28.90 lf
Drive Approach		
	Standard 4 inch – Residential	\$29.30 sy
	Standard 6 inch – Commercial	\$41.80 sy
	Standard 8 inch – Industrial	\$51.50 sy
	Curb Return	\$2,800.00 ea
	Tapered Curb Return	\$5,020.00 ea

Site Development Stormwater Fees (within Regional Detention areas)

<u>Percent</u>	<u>Stormwater</u>
<u>Impervious</u>	<u>Fee (\$/AC)</u>
5%	\$ 1,850.00
10%	2,010.00
15%	2,160.00
20%	2,330.00
25%	2,480.00
30%	2,640.00
35%	2,790.00
40%	2,950.00
45%	3,110.00
50%	3,260.00
55%	3,420.00
60%	3,580.00
65%	3,740.00
70%	3,890.00
75%	4,040.00
80%	4,210.00
85%	4,360.00
90%	4,520.00
95%	4,670.00
100%	4,840.00

Street Permits

Minimum Insurance Policy Requirements Per Policy	
General Liability Coverages (Occurrence/Aggregate)	\$1,000,000/\$2,000,000
Automotive Liability/Combined Single Limit	\$1,000,000
Workers Compensation	\$500,000
Policy must name the City of Wyoming as Additional Insured	

Banners and Signs over right-of-way	\$100.00
Building Mover's Permit	\$100.00
Moving Oversized objects, less than 13 feet in width (per occurrence)	\$10.00
Moving Oversized objects, greater than 13 feet in width (per occurrence)	\$25.00
Moving Overweight objects (per occurrence)	\$75.00
Work performed outside of normal working hours requiring City Supervision	Actual Cost
Drive Culverts (City Installed)	Actual Cost
Underground Utilities (parallel to centerline)	
Per lineal Foot	\$0.20
Minimum Fee	\$125.00
Residential Drive Approach Construction	
Concrete	\$100.00
Asphalt	\$30.00
Reconstruction	\$30.00
Drive Removal (if performed separate from new Construction)	\$30.00
Landscaping Grades	\$60.00
Drive Grade Stakes (Only)	\$60.00
Commercial Drive Approach Construction	
Flared	\$150.00
Radius	\$300.00
Tapered	
Based on Construction Cost	4%
Minimum Fee	\$150.00
Reconstruction	\$85.00
Drive Removal (Not Replaced)	\$40.00
Reconstruct Curb & Gutter	\$35.00
Sidewalk Construction	
New Construction	\$160.00
Reconstruction (>50 feet)	\$30.00
ADA Ramps	\$160.00
Restaking	\$60.00
Street Opening	\$400.00
Jack and Bore R.O.W	\$150.00
Traffic Closure (Detour)	\$500.00
Parkway Opening	\$50.00
Storm Sewer	\$30.00
Utility connection	\$60.00
Resurfacing Pavements	
Asphalt	Actual Cost plus 25%
Concrete	Actual Cost plus 25%
All street opening patches shall be replaced by a qualified Contractor or by the City of Wyoming (at the expense of the applicant)	
Miscellaneous	
All work within the right-of-way not covered in the above fees	\$25.00
Sign return	
For return of each sign removed from public property	\$5.00
Portable Basketball Hoop (PBH) Return	
For return of each PBH removed from public property	\$25.00

Telecommunications Permit

Right-of-Way Telecommunications Permit	\$500.00
Modified Right-of-Way Telecommunications Permit for DAS/Small Cell License	500.00
DAS/Small Cell License Monthly Rates	
Tier 1 – poles installed prior to License being issued	25.00/month/pole
Tier 2 – located in area with existing above- ground utility installations	75.00/month/pole
Tier 3 – located in area that requires buried utilities for new installations	150.00/month/pole
Tier 4 – co-located on existing pole, including City of Wyoming-owned	0.00
Tier 5 - (Reserved)	

ALL CHANGES ARE IN BOLD

X - UTILITIES

These fees will be effective as of **July 01, 2021**

WASTEWATER PENALTIES

Concentration Level	Primary, Secondary and Tertiary Pollutants Average Quarterly Flow, gpd			
	0-10,000 Gals/Day*	10,000- 50,000 Gals/Day*	50,000- 100,000 Gals/Day*	>100,000 Gals/Day*
0-Limit (x)	No penalty	No penalty	No penalty	No penalty
>1(x) - 2(x)	\$56.87	\$113.74	\$170.64	\$227.51
>2(x) - 3(x)	113.74	227.51	341.26	455.02
>3(x) - 4(x)	170.64	341.26	511.90	682.53
>4(x)	284.38	568.77	853.16	1,000.00**

(x) Individual limits as listed in Sections 86-292 (b) (1) (b) and 86-292 (b) (2) (b) and 86-292 (b) (3) (b), General Maximum Limits for Primary, Secondary and Tertiary Toxic Pollutants.

pH	pH Penalty Average Quarterly Flow, gpd			
	0-10,000 Gals/Day*	10,000- 50,000 Gals/Day*	50,000- 100,000 Gals/Day*	>100,000 Gals/Day*
5.0 - 10.5	No penalty	No penalty	No penalty	No penalty
4.0 - 4.9	\$17.08	\$ 34.14	\$51.20	\$68.27
3.0 - 3.9	45.50	91.00	136.51	182.01
0 - 2.9	85.32	170.64	341.26	853.16
10.6 – 10.9	17.08	34.14	51.20	68.27
11.0 - 11.9	45.50	91.00	136.51	182.01
≥ 12.0	85.32	170.64	341.26	853.16

*Based on average day for previous quarter

** Maximum penalty allowed by law

TREATED GROUNDWATER DISCHARGE

The following fees for treated groundwater discharges to the POTW are established:

(1) Permit fee, per permit issuance	199.07
(2) Inspection fee, per inspection	170.64

WASTEWATER SURCHARGE RATES

BOD	Up to 460 mg/L	> 460 mg/L
Rate/lb.	\$0.00	\$0.174
SS	Up to 260 mg/L	> 260 mg/L
Rate/lb.	\$0.00	\$0.268
Phosphorus	Up to 12 mg/L	> 12 mg/L
Rate/lb.	\$0.00	\$3.180
Oil and Grease	Up to 91 mg/L	> 91 mg/L
Rate/lb.	\$0.00	\$0.118
Ammonia	Up to 32 mg/L	> 32 mg/L
Rate/lb.	\$0.00	\$0.420

WATER METER INSTALLATIONS

Water Meters*:

Meter Size	Charge
5/8 inch	\$ 224.09
1 inch	298.04

*For water meters larger than 1 inch, actual cost plus 10% will be charged.

WATER SERVICE INSTALLATIONS

The Public Works Department performs service installations to the water distribution system. Fees for 1-, 1.5-, and 2-inch installations must be paid in full at the Utility Billing Office before work can be done. Costing as indicated below, or actual charges based on Testing and Chlorinating hourly rates noted in Section IV plus additional equipment at current Act 51 rates plus actual material costs plus any additional necessary contracted work as billed by Public Works. A minimum of three working days' notice is necessary to ensure Miss Dig can mark all utilities prior to work being performed.

Water Service Installation to Stop Box (no excavation and/or restoration)

For water service installation work only, the following fees apply. Fee includes labor, equipment, and materials necessary to tap and install a water service up to and including the curb stop and stop box. Charges associated with excavating, dewatering, restoration, traffic control, or any other work necessary to provide access to the watermain is the responsibility of the requesting party and may be subject to other permitting and inspection fees.

1"	900.00
1.5"	1,400.00
2"	1,750.00
>2"	Testing and Chlorinating hourly rates noted in Section IV plus additional equipment at current Act 51 rates plus actual material cost plus any additional necessary contracted work.

Water Service Installation to Stop Box (requiring excavation and/or restoration)

For water service installation work requiring excavation, installation, and restoration, the following fees apply. Fee includes labor, equipment, and materials necessary to tap and install a water service up to and including the curb stop and stop box. This fee includes any costs associated with excavating, dewatering, boring, restoration, traffic control, or any other work necessary to provide access to the watermain and restore the excavated area to its original status.

1"	4,000.00
1.5"	4,250.00
2"	5,000.00
>2"	Testing and Chlorinating hourly rates noted in Section IV plus additional equipment at current Act 51 rates plus actual material cost plus any additional necessary contracted work.

**Water System Development Charge
by tap size**

1 inch	1,308.18
1 ½ inch	4,174.82
2 inch	5,221.36
3 inch	11,728.14
4 inch	31,237.13
6 inch	78,058.68
8 inch	104,074.40
12 inch	148,939.40

Sewer System Development Charge
by water tap size

1 inch	1,301.36
1 ½ inch	4,166.84
2 inch	5,192.92
3 inch	11,687.18
4 inch	31,119.95
6 inch	77,831.17
8 inch	103,770.70
12 inch	155,649.80

WATER SERVICE

Quarterly Ready-to-Serve Charge applicable to all customers with public water service. Ready-to-Serve Charge will be assessed whether or not the water meter is installed and whether or not water is being used. The ready-to-serve is not charged if the water lateral is capped because of destruction or demolition of the structure served by the lateral or for specific cases as decided by the Director of Utilities.

Water Meter Size	Charges
5/8 inch	\$ 24.37
1 inch	49.98
1 1/2 inch	107.25
2 inch	165.77
3 inch	287.65
4 inch	537.52
6 inch	1,107.19
8 inch	1,863.63

Water commodity rate (in addition to Readiness to Serve Charge):
Quantity steps applicable rate, per 100 cubic feet: **\$1.50**

SEWER SERVICE

Quarterly Ready-to-Serve Charge applicable to all customers with public sewer service. Ready-to-Serve Charge will be assessed whether or not sewer is being used. The ready-to-serve is not charged if the sewer lateral is capped because of destruction or demolition of the structure served by the lateral or for specific cases as decided by the Director of Utilities.

Water Meter Size	Charges
5/8 inch or no meter	\$ 18.23
1 inch	31.82
1 1/2 inch	59.06
2 inch	86.23
3 inch	208.68
4 inch	344.75
6 inch	684.82
8 inch	1,024.92
12 inch	1,574.59

Sanitary Sewer commodity rate (in addition to Readiness to Serve Charge):
per 100 cubic feet (hereinafter referred to as billing unit) of water use per quarter: **\$3.13**

Residential sewer billing units shall be determined by using 1.15 times the water use for the winter quarter which is hereby defined as any 3 months between November 1 and April 30. However, when the winter quarter use is less than 10 billing units, then 10 billing units shall be used. Provided, however, that in no case shall the billing units for sewer be greater than the total water use for any particular quarter.

Effective **July 1, 2021**, the minimum charge per quarter for those residential sewer users not served by the City's water system shall be **\$50.08** plus the applicable Ready to Serve Charge.

LATE CHARGE

A penalty of 10% of current charges for water and sewer will be added to any bill paid after the due date on the bill.

Customers with sewer only service shall have a service charge of 1 ½ percent per month assessed on the unpaid balance for that delinquent portion of their bill which becomes a lien placed on the property tax roll.

FIRE SPRINKLER CONNECTION

(per year charge applicable to unmetered connections):

4 inch and smaller connections to City main	\$ 164.96
6 inch connection to City main	519.88
8 inch connection to City main	883.88
10 inch connection to City main	1,820.08
12 inch connection to City main	2,959.88

MISCELLANEOUS FEES

Cash deposit for Section 86.43(4)	150.00
Collection Cost Recovery Fee	40.00
Deposit for Hydrant Backflow Preventor	500.00
Water Construction Fee (60 days)	75.00
Pool Filling Permit:	
Homeowner and contractor	75.00
Miscellaneous Hydrant Usage:	
Used one day	75.00
Used after first day	75.00
Plus metered usage at current water rate, plus 100%	
Unauthorized hydrant use, penalty of	500.00
Unauthorized water use, penalty of	500.00

NPDES Permit Treated Groundwater

The permit fee for treated groundwater discharge shall be
\$.08 per 100 cubic feet.

WASTE HAULERS

The following fees for waste haulers permitted to discharge to the POTW are established. Fees shall be assessed quarterly.

Leachate haulers Treatment Fee, per 100 cubic feet discharged \$8.98

Miscellaneous waste haulers including septage haulers:
(to be paid in advance) \$80.47 per 1000 gallons per load, or fraction thereof

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE 2022 STREET AND UTILITY CAPITAL
IMPROVEMENT PROGRAM

WHEREAS:

1. The City of Wyoming has updated the Street and Utility Capital Improvement Program.
2. The Capital Improvement Program identifies Wyoming's street and utility investment priorities and provides staff direction for project development.
3. The Capital Improvement Program is reviewed, revised, and updated by the City Council on an annual basis.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the 2022 Street and Utility Capital Improvement Program.

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 May 17, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

2022 Street and Utility Capital Improvement Program

Resolution No. _____

STAFF REPORT

Date: May 4, 2021
Subject: 2022 Street & Utility Capital Improvement Program
From: Myron Erickson, Director of Public Works
Meeting Date: May 17, 2021

RECOMMENDATION:

It is recommended that the City Council approve the attached street and utility capital programs for FY2022.

DISCUSSION:

Updated copies of Wyoming's street and utility capital improvement programs are attached for the City Council's review and approval. Project schedules and cost estimates have been revised since the City Council's review and approval in May 2020. Following are summaries by fund.

Water Fund: For FY22, Wyoming will invest \$1.562M in its linear assets and up to \$47.7M in its treatment and transmission capabilities. The sale of debt to cover the construction of a third transmission main is still being considered. The attached table shows anticipated capital investments through 2030.

Sewer Fund: For FY22, Wyoming will invest \$1.045M in its linear assets and \$697,000 in treatment plant improvements and capability. The attached table shows anticipated capital investments through 2030.

Street Funds: For FY22, Wyoming will invest \$7.137M in resurfacing and federal and state projects. The attached infrastructure sustainability chart shows capital investments through 2040.

Public Works Capital Improvement Fund: This is a discretionary capital improvement fund for water, sanitary sewer, storm sewer, and street projects not funded elsewhere. For FY22, Wyoming will invest \$250,000 in storm sewers, \$700,000 in major streets, and \$2M in water mains from this fund. The attached infrastructure sustainability chart shows capital investments through 2040, although the discretionary nature of this fund means it is liable to change.

BUDGET IMPACT:

The budget impacts are identified in the above discussion information.

Water Fund (\$1,000's)

	Revenue		Expenses		Capital		Additional Capital Funding				Working Capital (Available for Capital)			1,25 Required DSCR
	RTS 591-644.100	Commodity 591-644.000	O & M	DS	PW/Engr	Plant 591-591-57300- 986.444	Res Funds Constin Res 592	CIP 400 Fund	Bonding	OCRC	Begin	Change	End	
2020 final	2,947	5,723	11,355	3,337	2,687	725	0	391	0	342			8,109	2.15
2021 est	3,000	6,500	12,531	3,457	4,395	4,341	1,135	3,300	0	350	8,109	641	8,750	2.46
2022 req	3,280	6,590	13,225	3,451	1,562	47,700	0	0	22,000	20,051	8,750	(2,842)	5,908	2.39
2023	3,330	7,070	13,620	2,874	1,550	2,829	0	0	0	920	5,908	1,957	7,865	3.08
2024	3,380	7,550	14,030	2,463	1,550	41,050	0	0	18,000	17,265	7,865	(1,038)	6,827	3.84
2025	3,430	8,080	14,450	4,870	1,550	12	0	0	0	0	6,827	2,848	9,675	1.98
2026	3,480	8,560	14,880	4,540	1,000	0	0	0	0	860	9,675	5,070	14,745	2.24
2027	3,530	8,820	15,330	4,540	3,000	0	0	0	0	430	14,745	2,880	17,625	2.29
2028	3,580	9,080	15,790	4,540	5,000	0	0	0	0	430	17,625	1,120	18,745	2.35
2029	3,630	9,350	16,260	4,540	5,000	0	0	0	0	430	18,745	1,370	20,115	2.40
2030	3,680	9,630	16,750	4,540	5,000	0	0	0	0	430	20,115	1,620	21,735	2.46
2031	3,740	9,920	17,250	4,540	5,000	0	0	0	0	430	21,735	1,900	23,635	2.53
2032	3,800	10,220	17,770	4,540	5,000	0	0	0	0	430	23,635	2,180	26,515	2.59
2033	3,860	10,530	18,300	2,420	5,000	0	0	0	0	430	26,515	4,590	31,105	5.17
2034	3,920	10,850	18,850	2,420	4,000	80,000	0	0	0	34,830	31,105	(39,720)	(8,615)	5.30
2035	3,980	11,180	19,420	2,420	13,000	0	0	0	0	2,150	(8,615)	(1,100)	(9,715)	5.43
2036	4,040	11,520	20,000	2,420	13,000	0	0	0	0	2,150	(9,715)	(790)	(10,505)	5.57
2037	4,100	11,870	20,600	2,420	13,000	0	0	0	0	2,150	(10,505)	(470)	(10,975)	5.71
2038	4,160	12,230	21,220	2,420	13,000	0	0	0	0	2,150	(10,975)	(150)	(11,125)	5.86
2039	4,220	12,600	21,860	2,420	13,000	0	0	0	0	2,150	(11,125)	180	(10,945)	6.00
2040	4,280	12,980	22,520	2,420	13,000	0	0	0	0	2,150	(10,945)	510	(10,435)	6.15
Totals	77,367	200,853	356,011	71,592	129,294	176,657	1,135	3,691	40,000	90,528				

Water Fund - CIP Working List

5/5/2021

Estimated FY	Description	Cost Est \$1,000's	Budget Location For Current FY		Future Priority List	Notes	Account
			AM	Expansion			
2021	Dehumidification - Phase I - <i>NIF</i>			2,000	1	Const. begins 7/2021	591-57300-786.444
2021	Yard Piping			562	1	Egr Design Only	591-57300-786.444
2021	Gezon 5MG tank			210	2	GS tank rehabilitation	591-57300-786.444
2021	3rd Transmission Main			1,231	1	Egr Design Only	591-57300-786.444
2021	Burlingame Construction - Prof Svcs			338	1	Professional Services for Burl Pump Sta Const	591-57300-786.444
2021	AMI System		95		1	Year 2 of 6, split 50/50 with water	591-441-57300-986.480
2021	Watermains		1,000		1		591-441-57300-972.573
	Estimated FY Totals	5,436	1,095	4341			
2022	Yard Piping			7,000	1	Construction	591-57300-786.444
2022	3rd Transmission Main			40,000	1	Construction	591-57300-786.444
2022	Gezon Generator			1,100	2	Egr. Design & Construction	591-57300-786.444
2022	Dehumidification - Phase II <i>STF</i>			1,000	2	Complete Project	591-57300-786.444
2022	AMI System		550		1	Year 3 of 6, split 50/50 with water	591-441-57300-986.480
2022	Watermains		1,000		1		591-441-57300-972.573
2022	Watermains		2,000		1		400-441-57300-972.573
2022	Lighting Equip		12		1	portable gen/light setup, split w/yard waste	591-441-57300-987.000
2022	42" High Service Isolation Butterfly Valve		90				591-591-57300-986.444
2022	Change MP-2 to Lucy Asset Management		40				591-591-57300-986.444
2022	Filter and CFE Turbidimeters		135				591-591-57300-986.444
2022	John Deere Gator		22				591-591-57300-986.444
	Estimated FY Totals	52,949	3,849	49,100			
2023	2nd Intake			1,300	2	Egr. Design	591-57300-786.444
2023	Rotork Valve Operator Replacement			1,400	3	Replace outdated valve operators	591-57300-786.444
2023	AMI System		550		1	Year 4 of 6, split 50/50 with water	591-441-57300-986.480
2023	Watermains		3,000		1		591-441-57300-972.573
2023	Spectrophotometer			9	1	Replace 2008 unit	591-57300-786.444
2023	GC/MS System (THM & VOC analysis)			120	1	Replace 2008 unit	591-57300-786.444
2023							
2023							
	Estimated FY Totals	6,379	3,550	2,829			
2024	Low Service 2nd Intake			40,000	2	Construction	591-57300-786.444

2024	Hook Tank							900	1	Blast and Paint	591-57300-786.444
2024	Gezon Station Roof							150	3	Replace >20 year-old roof	591-57300-786.444
2024	AMI System				550				1	Year 5 of 6, split 50/50 with water	591-441-57300-986.480
2024	Watermains				3,000				1		591-441-57300-972.573
	Estimated FY Totals		44,600		3,550		41,050				
2025	AMI System				550				1	Year 6 of 6, split 50/50 with water	591-441-57300-986.480
2025	Watermains				3,000				1		591-441-57300-972.573
2025	Incubator						12		1	Replace 2005 Unit	591-57300-786.444
2025											
	Estimated FY Totals		3,562		3,550		12				
2026	Watermains				3,000				1		591-441-57300-972.573
2026											
	Estimated FY Totals		3,000		3,000		0				
2027	Watermains				3,000				1		591-441-57300-972.573
2027	Autoclave						18		1		591-57300-786.444
	Estimated FY Totals		3,018		3,000		18				
2028	Watermains				3,000				1		591-441-57300-972.573
2028	Benchtop Turbidimeter						7		1	Replace 2018 Unit	591-57300-786.444
	Estimated FY Totals		3,007		3,000		7				
2029	Watermains				3,000				1		591-441-57300-972.573
2029	Analytical Balance						10		1	Replace 2019 Unit	591-57300-786.444
	Estimated FY Totals		3,010		3,000		10				
2030	Watermains				3,000				1		591-441-57300-972.573
2030	GC System (HAA)						50		1	Replace 2019 Unit	591-57300-786.444
2030	Incubator						12		1	Replace 2010 Unit	591-57300-786.444
	Estimated FY Totals		3,062		3,000		62				
	Miscellaneous Items										
2032	Microscope		8				8		1	Replace 2007 Unit	591-57300-786.444
2034	Analytical Balance		8				8		1	Replace 2019 Unit	591-57300-786.444

Sewer Fund (\$1,000's)

	Revenue		Expenses			Capital		Additional Capital Funding				Working Capital (see note)			1.25 Required DSOR
	RTS 590-644.100	Commodity 590-644.000	All Other	O & M	DS	AM	Expansion	Res Funds Constn Res 589	CIP Fund Cap Imprvmt 400	Bonding	Other	Begin	Change	End	
2020 final	1,895	9,406	8,973	12,932	3,450	2,380	220	0	0	0	0			9,371	2.13
2021 est	1,922	9,000	8,903	13,840	3,451	590	7,600	1,106	0	0	0	9,371	(4,550)	4,822	1.73
2022 bud	1,945	9,560	8,519	14,652	3,459	1,045	697	0	0	0	0	4,822	191	5,012	1.56
2023	1,970	9,670	8,770	15,090	3,465	1,050	941	0	0	0	0	5,012	(136)	4,876	1.54
2024	2,000	9,790	9,030	15,540	3,359	1,050	38	0	0	0	0	4,876	833	5,709	1.57
2025	2,030	9,940	9,300	16,010	3,338	1,050	95	0	0	0	0	5,709	777	6,486	1.58
2026	2,060	10,090	9,580	16,490	3,316	3,870	0	0	0	0	0	6,486	(1,946)	4,539	1.58
2027	2,090	10,190	9,870	16,980	3,293	1,600	0	0	0	0	0	4,539	277	4,817	1.57
2028	2,120	10,290	10,170	17,490	3,262	1,600	0	0	0	0	0	4,817	228	5,044	1.56
2029	2,150	10,390	10,480	18,010	3,070	1,600	0	0	0	0	0	5,044	340	5,384	1.63
2030	2,180	10,490	10,790	18,550	2,990	4,000	0	0	0	0	0	5,384	(2,080)	3,304	1.64
2031	2,210	10,590	11,110	19,110	0	4,000	0	0	0	0	0	3,304	800	4,104	
2032	2,240	10,700	11,440	19,680	0	4,000	0	0	0	0	0	4,104	700	4,804	
2033	2,270	10,810	11,780	20,270	0	4,000	0	0	0	0	0	4,804	590	5,394	
2034	2,300	10,920	12,130	20,880	0	4,000	0	0	0	0	0	5,394	470	5,864	
2035	2,330	11,030	12,490	21,510	0	7,000	0	0	0	0	0	5,864	(2,660)	3,204	
2036	2,360	11,140	12,860	22,160	0	7,000	0	0	0	0	0	3,204	(2,800)	404	
2037	2,400	11,250	13,250	22,820	0	7,000	0	0	0	0	0	404	(2,920)	(2,516)	
2038	2,440	11,360	13,650	23,500	0	7,000	0	0	0	0	0	(2,516)	(3,050)	(5,566)	
2039	2,480	11,470	14,060	24,210	0	7,000	0	0	0	0	0	(5,566)	(3,200)	(8,766)	
2040	2,520	11,580	14,480	24,940	0	7,000	0	0	0	0	0	(8,766)	(3,360)	(12,126)	
Totals	45,912	219,686	231,635	394,664	36,454	77,835	9,591	1,106	0	0	0				

Sewer Fund - CIP Working List

3/16/2021

Estimated FY		Cost Est \$1,000's	Budget Location For Current FY		Future Priority List	Notes	Account
			AM	Expansion			
2021	Collection System Sliplining/Replacement		495			Annual amount	590-441-54400-972.544
2021	AMI System		95			Year 2 of 6, split 50/50 with water	590-441-54400-986.480
2021	UV			7933			590-590-54400-986.444
2021	Upgrade Cake Pump (1)			29			590-590-54400-986.444
2021	VFA Autosampler			8			590-590-54400-986.444
2021	BOD Dishwasher			12			590-590-54400-986.444
	Estimated FY Totals	8,572	590	7982.49			
2022	Collection System Sliplining/Replacement		420		1	Annual amount	590-441-54400-972.544
2022	Mallards Cove Sewer Rehab		75		1		590-441-54400-972.544
2022	AMI System		550		1	Year 3 of 6, split 50/50 with water	590-441-54400-986.480
2022	Control Room HVAC			17	1	may try to do in FY21	590-590-54400-986.444
2022	New Bar Screen Engineering			75	1		590-590-54400-986.444
2022	Pipe Gallery Demo			320	1		590-590-54400-986.444
2022	Control Room UPS Replacement			10	1		590-590-54400-986.444
2022	Headworks small MAU			20	1		590-590-54400-986.444
2022	Main Building & Shop Roof Replacement			220	1		590-590-54400-986.444
2022	FOG Extraction System			35	1		590-590-54400-986.444
	Estimated FY Totals	1,742	1,045	697			
2023	Collection System Sliplining/Replacement		500		1	Annual amount	590-441-54400-972.544
2023	AMI System		550		1	Year 4 of 6, split 50/50 with water	590-441-54400-986.480
2023	F Building Roof Replacement			70	2		590-590-54400-986.444
2023	New skid mounted FEW system			50	2		590-590-54400-986.444
2023	New Bar Screen			750	2		590-590-54400-986.444
2023	Headworks large MAU			30	2		590-590-54400-986.444
2023	TKN Distillation System			33	2		590-590-54400-986.444
2023	Muffle Furnace			8	2		590-590-54400-986.444
	Estimated FY Totals	1,991	1,050	941			
2024	Collection System Sliplining/Replacement		500		1	Annual amount	590-441-54400-972.544
2024	AMI System		550		1	Year 5 of 6, split 50/50 with water	590-441-54400-986.480
2024	Incubators (2)			13			590-590-54400-986.444
2024	GC System for VFA			25			590-590-54400-986.444

	Estimated FY Totals	1,088	1,050	38			
2025	Collection System Sliplining/Replacement		500		1	Annual amount	590-441-54400-972.544
2025	AMI System		550		1	Year 6 of 6, split 50/50 with water	590-441-54400-986.480
2025	ICP/OES for Metals			70			590-590-54400-986.444
2025	Mercury Analyzer			25			590-590-54400-986.444
	Estimated FY Totals	1,145	1,050	95			
2026	Collection System Sliplining/Replacement		500		1	Annual amount	590-441-54400-972.544
2026	UV/Vis Spectrophotometer			10			590-590-54400-986.444
	Estimated FY Totals	510	500	10			
2027	Collection System Sliplining/Replacement		500		1	Annual amount	590-441-54400-972.544
2027	Autoclave			10			590-590-54400-986.444
	Estimated FY Totals	510	500	10			
2028	Collection System Sliplining/Replacement		500		1	Annual amount	590-441-54400-972.544
2028	Microwave Digestion System			30			590-590-54400-986.444
	Estimated FY Totals	530	500	30			
2029	Collection System Sliplining/Replacement		500		1	Annual amount	590-441-54400-972.544
2029	Analytical Balance			10			590-590-54400-986.444
	Estimated FY Totals	510	500	10			
2030	Collection System Sliplining/Replacement		500		1	Annual amount	590-441-54400-972.544
2030	qPCR System for DNA Analysis			30			590-590-54400-986.444
	Estimated FY Totals	530	500	30			

Street Funds (\$1,000's)
Updated 3/9/21

	Revenue		Expenses			Capital		Additional Capital Funding				Fund Balance		
	Act 51	All Other	O & M	DS	Resurface	Fed/State Projects	Fed / State	CIP Fund	Bonding	Other	Begin	Change	End	DSCR
2020 act	8,182	741	4,821	0	4,521	0	0	0	0	0	4,863	(419)	4,444	
2021 est	8,540	458	5,401	0	4,680	2,444	1,882	0	0	0	4,444	(1,645)	2,799	
2022 bud	8,852	414	5,862	0	3,000	2,350	1,787	700	0	0	2,799	541	3,340	
2023	9,120	430	6,040	0	3,250	3,235	2,566	400	0	0	3,340	(9)	3,331	
2024	9,390	440	6,220	0	3,250	1,625	1,300	400	0	0	3,331	435	3,766	
2025	9,670	450	6,410	0	4,750	1,625	1,300	1,500	0	0	3,766	135	3,901	
2026	9,960	460	6,600	0	5,000	1,625	1,300	1,500	0	0	3,901	(5)	3,896	
2027	10,260	470	6,800	0	5,000	1,625	1,300	1,600	0	0	3,896	205	4,101	
2028	10,570	480	7,000	0	5,000	1,625	1,300	1,600	0	0	4,101	325	4,426	
2029	10,890	490	7,210	0	5,500	1,625	1,300	1,700	0	0	4,426	45	4,471	
2030	11,220	500	7,430	0	5,500	1,625	1,300	1,700	0	0	4,471	165	4,636	
2031	11,560	520	7,650	0	5,750	1,625	1,300	1,800	0	0	4,636	155	4,791	
2032	11,910	540	7,880	0	5,750	1,625	1,300	1,800	0	0	4,791	295	5,086	
2033	12,270	560	8,120	0	6,000	1,625	1,300	1,900	0	0	5,086	285	5,371	
2034	12,640	580	8,360	0	6,500	1,625	1,300	1,900	0	0	5,371	(65)	5,306	
2035	13,020	600	8,610	0	6,500	1,625	1,300	2,000	0	0	5,306	185	5,491	
2036	13,410	620	8,870	0	6,500	1,625	1,300	2,000	0	0	5,491	335	5,826	
2037	13,810	640	9,140	0	7,000	1,625	1,300	2,100	0	0	5,826	85	5,911	
2038	14,220	660	9,410	0	7,000	1,625	1,300	2,100	0	0	5,911	245	6,156	
2039	14,650	680	9,690	0	7,000	1,625	1,300	2,200	0	0	6,156	515	6,671	
2040	15,090	700	9,980	0	7,000	1,625	1,300	2,200	0	0	6,671	685	7,356	
Totals	239,234	11,433	157,504	0	114,451	35,654	28,335	31,100	0	0				

Increase assumptions
 Act 51 Revenue -- 3% annual increase
 All Other Revenue -- 3% annual increase
 O & M Expense -- 3% annual increase

400 Capital Outlay Fund (\$1,000's)

Updated 5/5/21

	Revenue		Expenses						Transfers			Fund Balance		
	Property Taxes	All Other	Admin (17500)	Capital Outlay Storm Sewer (972.452)	Capital Outlay Major Street Construction (972.502)	Capital Outlay Local Street Construction (972.503)	Capital Outlay Sanitary Sewer (972.544)	Capital Outlay Watermains (972.573)	To Major Streets (999.202)	To MTF Major Streets (999.320)	To Water Fund (999.591)	Begin	Change	End
2020 act	3,352	282	1,173	208	39	0	0	0	0	0	391	5,924	1,823	4,101
2021 est	3,372	189	1,081	685	97	0	0	4,800	0	0	0	4,101	(3,102)	999
2022 bud	3,489	108	1,036	250	700	0	0	2,000	0	0	0	999	(389)	610
2023	3,590	110	1,070	250	500	0	0	2,000	0	0	0	610	(120)	490
2024	3,700	110	1,100	250	500	0	0	2,000	0	0	0	490	(40)	450
2025	3,810	110	1,130	250	500	0	0	2,000	0	0	0	450	40	490
2026	3,920	110	1,160	250	500	0	0	2,000	0	0	0	490	120	610
2027	4,040	110	1,190	250	1,500	0	0	0	0	0	0	610	1,210	1,820
2028	4,160	110	1,230	250	2,500	0	0	0	0	0	0	1,820	290	2,110
2029	4,280	110	1,270	250	3,000	0	0	0	0	0	0	2,110	(130)	1,980
2030	4,410	110	1,310	250	3,000	0	0	0	0	0	0	1,980	(40)	1,940
2031	4,540	110	1,350	250	3,000	0	0	0	0	0	0	1,940	50	1,990
2032	4,680	110	1,390	250	3,000	0	0	0	0	0	0	1,990	150	2,140
2033	4,820	110	1,430	250	3,500	0	0	0	0	0	0	2,140	(250)	1,890
2034	4,960	110	1,470	250	3,500	0	0	0	0	0	0	1,890	(150)	1,740
2035	5,110	110	1,510	250	3,500	0	0	0	0	0	0	1,740	(40)	1,700
2036	5,260	110	1,560	250	3,500	0	0	0	0	0	0	1,700	60	1,760
2037	5,420	110	1,610	250	3,500	0	0	0	0	0	0	1,760	170	1,930
2038	5,580	110	1,660	250	3,500	0	0	0	0	0	0	1,930	280	2,210
2039	5,750	110	1,710	250	3,500	0	0	0	0	0	0	2,210	400	2,610
2040	5,920	110	1,760	250	3,500	0	0	0	0	0	0	2,610	520	3,130
Totals	94,163	2,559	28,200	5,643	46,836	0	0	14,800	0	0	391			

RESOLUTION NO. _____

RESOLUTION TO ADOPT FISCAL YEAR 2021-22 WYOMING CITY BUDGET
AND PROPERTY TAX LEVY TO BE KNOWN AS THE CITY'S 2021-22
GENERAL APPROPRIATIONS ACT

WHEREAS:

1. Section 8.2 of the City Charter of the City of Wyoming (“Charter”) and Section 14 of the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.421 *et seq.* (the “UBA Act”), require the City Manager to prepare and submit to the City Council in April of each year a recommended budget for the next fiscal year and the City Manager presented the proposed budget for the 2021-22 fiscal year in accordance with those requirements.
2. Section 8.3 of the Charter and Section 16 of the UBA Act require the City Council to hold a public hearing on the proposed budget and Section 16 of the UBA and 1963 (2nd Ex. Sess.) PA 43 require notice of that budget public hearing to be published in a certain form.
3. The City Council held public hearings on the proposed budget at its May 3, 2021 meeting.
4. Section 8.4 of the Charter requires the City Council to adopt the budget for the next fiscal year by a resolution adopted not later than its second meeting in May of each year, Section 16 of the UBA Act requires the City Council to pass a general appropriations act, and both the City Charter and the UBA Act require appropriations of funds to meet budgeted expenditures using estimated revenues and fund balances and to levy *ad valorem* property taxes for the next fiscal year by establishing the millage rates.
5. As shown in the following table, the City Manager proposed that for FY 22 ad valorem property taxes be levied at rates that, after adjustment by the “Headlee Amendment” millage reduction fraction of 0.9917, are slightly higher or slightly lower than the rates that would be levied if the separate 0.9780 base tax rate fraction (the oft-called “truth in taxation factor”) was applied:

Authority & Purpose	FY 2021 Levy	BTRF Applied	Tax Rate Differential	Proposed Tax Levy FY 2022
City Charter §9.1				
General Operations	4.8347	4.7283	0.0662	4.7945
Fire Services	0.7394	0.7231	0.0101	0.7332
Police Services	1.2326	1.2055	0.0168	1.2223
Parks & Recreation	1.4791	1.4466	0.0202	1.4668
Sidewalks	0.1974	0.1931	0.0026	0.1957
Library Operations/ Park Capital	0.3648	0.3568	0.0049	0.3617
Capital Projects	1.4960	1.4631	0.0329	1.4960
Public Safety	1.2348	1.2076	0.0169	1.2245
Subtotals	11.5788	11.3241	0.1706	11.4947
1917 PA 298				
Yard Waste	0.4000	0.3912	0.0088	0.4000
TOTALS	11.9788	11.7153	0.1794	11.8947

NOW, THEREFORE, BE IT RESOLVED:

1. As provided in Section 8.4 of the City Charter and in Section 16 of the UBA Act, the budgets entitled, “All Fund – Revenues and Other Sources, Expenditures and Other Uses, and Changes in Fund Balance Report” and “Annual Budget by Account Classification Report,” copies of which are

attached and incorporated by reference, are adopted to be administered on an activity (department or component unit) level, as the estimated revenues and general appropriations of the City of Wyoming for the fiscal year ending June 30, 2022.

- The total mills of ad valorem property taxes to be levied and the purposes for which they are levied are as follows:

Authority & Purpose	Final Levy
Charter	
General Operations	4.7945
Fire Services	0.7332
Police Services	1.2223
Parks & Recreation	1.4668
Sidewalks	0.1957
Library Operations/ Park Capital	0.3617
Capital Projects	1.4960
Public Safety	1.2245
Charter millage rate total	11.4947
State Law	
Yard Waste	0.4000
TOTAL MILLAGE	11.8947

- The City Manager is authorized to transfer necessary amounts within departments or component unit within any fund which do not affect ending fund balance. For this purpose, Police and Fire will be considered a single Public Safety Department.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify this Resolution was adopted by the City Council of the City of Wyoming, Michigan, at a regular session held on May 17, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

All Fund – Revenues and Other Sources, Expenditures and Other Uses, and Changes in Fund Balance Report
 Annual Budget by Account Classification Report

Resolution No. _____

City of Wyoming
All Funds - Revenues and Other Sources, Expenditures and Other Uses, and Changes in Fund Balance
Fiscal Year 2021 - 2022

	Estimated Beginning Fund Balance	Revenues and Other Sources	Expenditures and Other Uses	Excess (Deficiency)	Fund Balance End of Year
General Fund	\$ 15,841,245	\$ 36,470,294	\$ 36,586,482	\$ (116,188)	\$ 15,725,057
Major Streets	2,146,365	6,999,874	6,565,003	434,871	2,581,236
Local Streets	1,216,020	2,266,500	2,096,761	169,739	1,385,759
Public Safety	60,050	2,908,535	2,958,585	(50,050)	10,000
Fire	28,751	1,741,109	1,759,860	(18,751)	10,000
Police	1,556,335	2,903,525	3,089,335	(185,810)	1,370,525
Parks & Recreation	954,933	4,331,355	4,350,065	(18,710)	936,223
Sidewalk Snow Removal	196,255	465,008	463,594	1,414	197,669
Solid Waste Disposal	785,563	972,099	891,182	80,917	866,480
Building Inspections	1,617,103	1,645,077	1,708,397	(63,320)	1,553,783
Community Dev. Block Grant	-	984,626	984,626	-	-
Indigent Defense	167,591	-	-	-	167,591
Drug Law Enforcement	25,782	-	-	-	25,782
Capital Improvement	998,944	3,624,271	4,058,807	(434,536)	564,408
Library Maintenance	1,577,919	1,432,243	2,810,550	(1,378,307)	199,612
Sewer Bond Reserve	3,465,483	-	-	-	3,465,483
Sewer Construction Reserve	-	-	-	-	-
Sewer*	5,690,492	20,048,580	19,880,437	168,143	5,858,635
Sewer Total	9,155,975	20,048,580	19,880,437	168,143	9,324,118
Water*	9,264,547	28,053,037	32,541,681	(4,488,644)	4,775,903
Water Construction Reserve	-	-	-	-	-
Water Bond Reserve	3,597,962	-	-	-	3,597,962
Water Total	12,862,509	28,053,037	32,541,681	(4,488,644)	8,373,865
Motor Pool*	2,378,187	4,500,806	4,385,783	115,023	2,493,210
Motor Pool Depreciation Reserve*	3,596,497	2,211,000	1,703,500	507,500	4,103,997
Motor Pool Total	5,974,684	6,711,806	6,089,283	622,523	6,597,207
Capital Projects Revolving	861,290	8,492	826,610	(818,118)	43,172
Total	<u>\$ 56,027,314</u>	<u>\$ 121,566,431</u>	<u>\$ 127,661,258</u>	<u>\$ (6,094,827)</u>	<u>\$ 49,932,487</u>
Less Transfers Between Funds		(10,688,780)	(10,688,780)		
Less Admin Fee Between Funds		(4,347,905)	(4,062,873)		
Grand Total Revenue and Expenditures		<u>106,529,746</u>	<u>112,909,605</u>		

* Represents working capital balance (current assets less current liabilities)

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Fund: 101 General Fund				
Revenue				
Taxes	\$ 12,750,565	\$ 12,750,566	\$ 12,921,188	\$ 13,265,108
Licenses and Permits	1,023,000	1,023,000	1,087,000	1,090,000
Federal Grants	4,980	381,237	4,286,159	5,000
State Grants	6,901,089	7,051,537	7,547,831	7,506,221
Contributions from Local Units	278,358	343,358	338,132	398,895
Charges for Service	4,039,321	4,039,321	4,039,948	4,407,403
Fines and Forfeitures	1,500,000	1,500,000	1,100,000	1,500,000
Interest and Rentals	93,970	93,970	418,970	325,660
Other Revenues	135,700	209,174	175,409	139,227
Other Financing Sources	7,348,172	5,848,172	5,848,172	7,832,780
Revenue Totals	<u>34,075,155</u>	<u>33,240,335</u>	<u>37,762,809</u>	<u>36,470,294</u>
Expenditures				
Personnel Services	27,146,888	27,500,995	26,201,077	28,112,874
Supplies	672,438	700,150	668,313	741,985
Other Services and Charges	7,229,801	7,633,617	6,900,029	7,407,981
Capital Outlay	1,303,497	2,052,288	1,543,277	323,642
Transfers Out	-	7,154	7,154	-
Expenditure Totals	<u>36,352,624</u>	<u>37,894,204</u>	<u>35,319,850</u>	<u>36,586,482</u>
Fund Total	(2,277,469)	(4,653,869)	2,442,959	(116,188)
Fund Balance, Beginning	<u>13,398,286</u>	<u>13,398,286</u>	<u>13,398,286</u>	<u>15,841,245</u>
Fund Balance, Ending	<u>\$ 11,120,817</u>	<u>\$ 8,744,417</u>	<u>\$ 15,841,245</u>	<u>\$ 15,725,057</u>

Expenditure detail by program - See Next Page

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Expenditure detail by program				
10100-City Council	\$ 120,424	\$ 120,424	\$ 120,424	\$ 121,760
10300-City Council - Communication	59,000	68,942	59,000	74,000
13600-District Court	1,704,095	1,729,692	1,596,963	1,810,899
13610-District Court - Building	300,210	467,710	468,544	231,010
15100-District Court - Probation	413,599	656,891	565,586	366,717
17200-City Manager	1,540,386	1,540,386	1,444,516	1,687,326
20100-Finance - Accounting	922,887	922,887	818,423	935,003
25300-Finance - Treasurer	393,160	393,160	368,207	404,139
73200-Finance - Cable TV Commission	461,000	461,000	461,000	461,000
20900-Assessor	810,084	810,084	709,698	870,768
24700-Assessor - Board of Review	7,231	7,231	4,711	7,231
21000-Attorney - Legal Services	675,317	675,317	621,482	684,165
19100-City Clerk - Election	129,468	205,450	161,279	141,163
21500-City Clerk	571,303	571,303	552,646	577,471
24800-Purchasing - Central Services	108,511	108,511	108,356	115,853
26500-Purchasing - City Hall	2,450	2,450	2,442	1,260
25800-Information Technology	1,943,380	1,958,070	1,907,580	2,077,803
26700-Facilities Maintenance	373,816	510,411	471,802	377,982
30500-Police - Administration Services	1,435,072	1,497,987	1,506,588	1,482,630
30610-Police - Building	572,667	646,417	624,444	439,508
30700-Police - Records Management	409,853	409,853	395,652	424,189
31000-Police - Detective Bureau	2,844,279	2,939,820	2,842,079	3,129,252
31200-Police - Forensic Science Unit	787,453	789,561	783,957	772,978
31500-Police - Patrol	10,991,378	11,057,349	10,098,142	10,548,968
31504-Police - OHSP - OWI	-	128,314	128,314	-
31506-Police - OHSP - Strategic Traffic	-	49,027	49,027	-
31600-Police - Crossing Guard	84,440	84,440	80,147	90,520
31700-Police - Senior Volunteer	-	-	-	-
32000-Police - Training	119,300	119,300	64,000	110,300
32100-Police - ACT 302 Training Funds	15,000	30,471	6,000	15,000
32500-Police - Communications/Dispat	635,470	635,470	635,455	699,470
33400-Police - Jail	365,742	365,742	146,320	300,050
33700-Fire - Administration Services	483,559	485,819	463,168	493,321
33800-Fire - Buildings	286,323	625,473	620,947	199,772
33900-Fire - Fighting	4,844,538	4,877,543	4,764,568	4,908,760
33901-Fire - Dual Empl. Reserves	207,526	207,526	48,138	125,127
33902-Fire - Fighting - Paid on Call	159,897	93,897	15,778	83,877
34100-Fire - Prevention	290,699	295,459	314,628	307,767
42600-Fire - Civil Defense	8,365	8,365	8,365	8,325
40000-Planning	349,935	404,492	352,572	567,118
72800-Economic Development	20,000	20,000	20,000	20,000
44100-Public Works - Administration	-	-	-	9,000
44612-Public Works - Kentwood Hwys/	1,575	1,575	-	1,774
44613-Public Works - Other Govt/Agenc	3,151	3,151	328	3,146
44800-Public Works - Street Lighting	890,080	890,080	891,420	890,080
75300-Community Outreach Programs	10,000	10,000	10,000	10,000
99900-Transfers Indigent Fund	-	7,154	7,154	-
	<u>\$ 36,352,623</u>	<u>\$ 37,894,204</u>	<u>\$ 35,319,850</u>	<u>\$ 36,586,482</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Fund: 110 Allocation Fund				
Revenue				
Other Financing Sources	\$ -	\$ -	\$ -	\$ -
Revenue Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures				
Personnel Services	138,792	185,897	187,710	145,044
Supplies	4,800	6,000	10,618	4,800
Other Services and Charges	11,209	11,974	11,757	12,729
Capital Outlay	-	-	-	-
Transfers Out	(154,801)	(203,871)	(210,085)	(162,573)
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Total	-	-	-	-
Fund Balance, Beginning	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance, Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Expenditure detail by program (before transfers out)				
22800-HR/Risk Management	\$ 154,801	\$ 203,871	\$ 210,085	\$ 162,573
44100-Public Works - Administration	-	-	-	-
44700-Public Works - Engineering	-	-	-	-
	<u>\$ 154,801</u>	<u>\$ 203,871</u>	<u>\$ 210,085</u>	<u>\$ 162,573</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Fund: 202 Major Streets Fund				
Revenue				
Licenses and Permits	\$ 280,000	\$ 280,000	\$ 283,984	\$ 285,000
Federal Grants	-	-	-	-
State Grants	6,560,000	6,560,000	6,560,000	6,639,000
Charges for Service	20,000	20,000	28,571	15,000
Interest and Rentals	5,000	5,000	45,749	26,374
Other Revenues	30,000	30,000	37,228	34,500
Transfers	-	-	-	-
Revenue Totals	<u>6,895,000</u>	<u>6,895,000</u>	<u>6,955,532</u>	<u>6,999,874</u>
Expenditures				
Personnel Services	1,384,107	1,384,107	1,303,617	1,467,755
Supplies	539,268	539,268	447,143	473,080
Other Services and Charges	1,761,572	1,761,572	1,607,293	1,761,668
Capital Outlay	4,700,000	2,633,976	2,450,000	2,862,500
Other Financing Sources	-	2,586,000	2,586,000	-
Expenditure Totals	<u>8,384,947</u>	<u>8,904,923</u>	<u>8,394,053</u>	<u>6,565,003</u>
Fund Total	(1,489,947)	(2,009,923)	(1,438,521)	434,871
Fund Balance, Beginning	<u>3,584,886</u>	<u>3,584,886</u>	<u>3,584,886</u>	<u>2,146,365</u>
Fund Balance, Ending	<u>\$ 2,094,938</u>	<u>\$ 1,574,962</u>	<u>\$ 2,146,365</u>	<u>\$ 2,581,236</u>
Expenditure detail by program				
46300-Street Maintenance	\$ 6,152,617	\$ 4,086,593	\$ 3,851,616	\$ 4,395,742
47400-Traffic Services	1,051,146	1,051,146	1,022,504	1,061,540
47800-Winter Maintenance	842,113	842,113	595,903	725,667
48300-Street Administration	339,071	339,071	338,030	382,054
48400-Transfers to Local Streets	-	2,586,000	2,586,000	-
	<u>\$ 8,384,947</u>	<u>\$ 8,904,923</u>	<u>\$ 8,394,053</u>	<u>\$ 6,565,003</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Fund: 203 Local Streets Fund				
Revenue				
Licenses and Permits	\$ 20,000	\$ 20,000	\$ 26,000	\$ 20,000
Federal Grants	-	-	-	-
State Grants	1,980,000	1,980,000	1,980,000	2,213,000
Charges for Service	15,000	15,000	15,400	10,000
Interest and Rentals	5,000	5,000	7,000	7,000
Other Revenues	15,000	15,000	14,600	16,500
Other Financing Sources	-	2,586,000	2,586,000	-
Revenue Totals	<u>2,035,000</u>	<u>4,621,000</u>	<u>4,629,000</u>	<u>2,266,500</u>
Expenditures				
Personnel Services	911,539	911,539	838,712	857,403
Supplies	190,315	190,315	161,940	182,140
Other Services and Charges	1,125,117	1,125,117	1,042,165	1,057,218
Capital Outlay	-	2,733,387	2,230,000	-
Expenditure Totals	<u>2,226,971</u>	<u>4,960,358</u>	<u>4,272,817</u>	<u>2,096,761</u>
Fund Total	(191,971)	(339,358)	356,183	169,739
Fund Balance, Beginning	<u>859,837</u>	<u>859,837</u>	<u>859,837</u>	<u>1,216,020</u>
Fund Balance, Ending	<u>\$ 667,866</u>	<u>\$ 520,479</u>	<u>\$ 1,216,020</u>	<u>\$ 1,385,759</u>
Expenditure detail by program				
46300-Street Maintenance	\$ 958,425	\$ 3,691,812	\$ 3,156,769	\$ 963,427
47400-Traffic Services	361,394	361,394	353,677	337,027
47800-Winter Maintenance	643,079	643,079	498,298	607,000
48300-Street Administration	264,073	264,073	264,073	189,307
	<u>\$ 2,226,971</u>	<u>\$ 4,960,358</u>	<u>\$ 4,272,817</u>	<u>\$ 2,096,761</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	<u>2021 Adopted Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Estimated Amount</u>	<u>2022 Proposed</u>
Fund: 205 Public Safety Fund				
Revenue				
Taxes	\$ 2,844,625	\$ 2,844,625	\$ 2,810,764	\$ 2,908,535
Interest and Rentals	-	-	(3,070)	-
Revenue Totals	<u>2,844,625</u>	<u>2,844,625</u>	<u>2,807,694</u>	<u>2,908,535</u>
Expenditures				
Transfers Out	<u>2,844,625</u>	<u>2,844,625</u>	<u>2,844,625</u>	<u>2,958,585</u>
Expenditure Totals	<u>2,844,625</u>	<u>2,844,625</u>	<u>2,844,625</u>	<u>2,958,585</u>
Fund Total	-	-	(36,931)	(50,050)
Fund Balance, Beginning	<u>96,981</u>	<u>96,981</u>	<u>96,981</u>	<u>60,050</u>
Fund Balance, Ending	<u>\$ 96,981</u>	<u>\$ 96,981</u>	<u>\$ 60,050</u>	<u>\$ 10,000</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	<u>2021 Adopted Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Estimated Amount</u>	<u>2022 Proposed</u>
Fund: 206 Fire Fund				
Revenue				
Taxes	\$ 1,679,171	\$ 1,679,171	\$ 1,690,297	\$ 1,741,109
Interest and Rentals	-	-	(2,072)	-
Revenue Totals	<u>1,679,171</u>	<u>1,679,171</u>	<u>1,688,225</u>	<u>1,741,109</u>
Expenditures				
Transfers Out	<u>1,679,171</u>	<u>1,679,171</u>	<u>1,679,171</u>	<u>1,759,860</u>
Expenditure Totals	<u>1,679,171</u>	<u>1,679,171</u>	<u>1,679,171</u>	<u>1,759,860</u>
Fund Total	-	-	9,054	(18,751)
Fund Balance, Beginning	<u>19,697</u>	<u>19,697</u>	<u>19,697</u>	<u>28,751</u>
Fund Balance, Ending	<u>\$ 19,697</u>	<u>\$ 19,697</u>	<u>\$ 28,751</u>	<u>\$ 10,000</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Fund: 207 Police Fund				
Revenue				
Taxes	\$ 2,799,376	\$ 2,799,376	\$ 2,824,535	\$ 2,903,525
Interest and Rentals	-	-	(1,473)	-
Revenue Totals	2,799,376	2,799,376	2,823,062	2,903,525
Expenditures				
Transfers Out	2,799,376	1,299,376	1,299,376	3,089,335
Expenditure Totals	2,799,376	1,299,376	1,299,376	3,089,335
Fund Total	-	1,500,000	1,523,686	(185,810)
Fund Balance, Beginning	32,649	32,649	32,649	1,556,335
Fund Balance, Ending	\$ 32,649	\$ 1,532,649	\$ 1,556,335	\$ 1,370,525

The reserves in this fund are being set aside to pay future annual payments on the 10 year contract with Axon for vehicle and body cameras.

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Fund: 208 Parks and Recreation Fund				
Revenue				
Taxes	\$ 3,359,350	\$ 3,359,350	\$ 3,391,405	\$ 3,484,218
Federal Grants	213,699	1,294,425	1,291,503	219,617
State Grants	-	-	30,000	-
Contributions from Local Units	-	-	-	-
Charges for Service	313,730	313,730	189,795	290,500
Interest and Rentals	8,825	8,825	7,920	1,500
Other Revenues	101,520	101,520	38,930	35,520
Transfers	-	-	-	300,000
Revenue Totals	<u>3,997,124</u>	<u>5,077,850</u>	<u>4,949,553</u>	<u>4,331,355</u>
Expenditures				
Personnel Services	2,509,544	3,512,344	3,357,094	2,566,721
Supplies	122,488	149,331	110,769	121,095
Other Services and Charges	1,269,905	1,392,795	1,277,674	1,374,929
Capital Outlay	14,365	193,200	57,460	287,320
Expenditure Totals	<u>3,916,302</u>	<u>5,247,670</u>	<u>4,802,997</u>	<u>4,350,065</u>
Fund Total	80,822	(169,820)	146,556	(18,710)
Fund Balance, Beginning	<u>808,377</u>	<u>808,377</u>	<u>808,377</u>	<u>954,933</u>
Fund Balance, Ending	<u>\$ 889,199</u>	<u>\$ 638,557</u>	<u>\$ 954,933</u>	<u>\$ 936,223</u>
Expenditure detail by program				
75200-Parks and Rec Administration	\$ 804,808	\$ 836,194	\$ 806,966	\$ 953,628
75600-Parks and Rec - Facilities	1,957,141	2,162,442	1,879,728	2,238,957
75800-Parks and Rec - Senior Center	425,637	454,553	368,799	454,972
76100-Recreation	515,001	515,001	468,001	481,691
76112-21st Century Cohort K	89,758	531,731	531,743	92,739
76113-21st Century Cohort L-1	89,758	530,956	530,968	92,739
76114-21st Century Cohort L-2	34,199	216,793	216,792	35,339
	<u>\$ 3,916,302</u>	<u>\$ 5,247,670</u>	<u>\$ 4,802,997</u>	<u>\$ 4,350,065</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	<u>2021 Adopted Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Estimated Amount</u>	<u>2022 Proposed</u>
Fund: 211 Sidewalk Fund				
Revenue				
Taxes	\$ 448,330	\$ 448,330	\$ 449,903	\$ 463,795
Interest and Rentals	-	-	2,416	1,213
Revenue Totals	<u>448,330</u>	<u>448,330</u>	<u>452,319</u>	<u>465,008</u>
Expenditures				
Other Services and Charges	<u>445,228</u>	<u>445,228</u>	<u>444,228</u>	<u>463,594</u>
Expenditure Totals	<u>445,228</u>	<u>445,228</u>	<u>444,228</u>	<u>463,594</u>
Fund Total	3,102	3,102	8,091	1,414
Fund Balance, Beginning	<u>188,164</u>	<u>188,164</u>	<u>188,164</u>	<u>196,255</u>
Fund Balance, Ending	<u>\$ 191,266</u>	<u>\$ 191,266</u>	<u>\$ 196,255</u>	<u>\$ 197,669</u>
Expenditure detail by program				
17500-Administration	\$ 39,228	\$ 39,228	\$ 39,228	\$ 46,594
44200-Snow Removal	406,000	406,000	405,000	417,000
44210-Sidewalk Repair	-	-	-	-
	<u>\$ 445,228</u>	<u>\$ 445,228</u>	<u>\$ 444,228</u>	<u>\$ 463,594</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	<u>2021 Adopted Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Estimated Amount</u>	<u>2022 Proposed</u>
Fund: 230 Solid Waste Disposal Fund				
Revenue				
Taxes	\$ 912,430	\$ 912,430	\$ 932,697	\$ 962,461
Interest and Rentals	5,000	5,000	14,275	9,638
Reimbursements	-	-	137	-
Revenue Totals	<u>917,430</u>	<u>917,430</u>	<u>947,109</u>	<u>972,099</u>
Expenditures				
Personnel Services	289,567	289,567	271,725	295,860
Supplies	4,600	4,600	2,500	4,100
Other Services and Charges	602,805	672,305	573,508	579,222
Capital Outlay	150,000	170,000	170,000	12,000
Expenditure Totals	<u>1,046,972</u>	<u>1,136,472</u>	<u>1,017,733</u>	<u>891,182</u>
Fund Total	(129,542)	(219,042)	(70,624)	80,917
Fund Balance, Beginning	<u>856,187</u>	<u>856,187</u>	<u>856,187</u>	<u>785,563</u>
Fund Balance, Ending	<u>\$ 726,645</u>	<u>\$ 637,145</u>	<u>\$ 785,563</u>	<u>\$ 866,480</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Fund: 249 Building Inspection Fund				
Revenue				
Licenses and Permits	\$ 1,518,764	\$ 1,518,764	\$ 1,542,305	\$ 1,490,236
Federal Grants	55,000	55,000	59,643	55,000
Charges for Service	72,850	72,850	52,900	63,400
Fines and Forfeitures	19,000	19,000	10,000	15,000
Interest and Rentals	-	-	22,882	11,441
Other Revenues	11,000	11,000	6,500	10,000
Revenue Totals	<u>1,676,614</u>	<u>1,676,614</u>	<u>1,694,230</u>	<u>1,645,077</u>
Expenditures				
Personnel Services	1,255,842	1,255,842	1,154,029	1,381,778
Supplies	17,890	17,890	16,300	12,695
Other Services and Charges	349,407	374,212	330,780	308,737
Capital Outlay	1,860	1,860	1,399	5,187
Expenditure Totals	<u>1,624,999</u>	<u>1,649,804</u>	<u>1,502,508</u>	<u>1,708,397</u>
Fund Total	51,615	26,810	191,722	(63,320)
Fund Balance, Beginning	<u>1,425,381</u>	<u>1,425,381</u>	<u>1,425,381</u>	<u>1,617,103</u>
Fund Balance, Ending	<u>\$ 1,476,996</u>	<u>\$ 1,452,191</u>	<u>\$ 1,617,103</u>	<u>\$ 1,553,783</u>
Expenditure detail by program				
37100-Permits	\$ 801,530	\$ 809,077	\$ 798,474	\$ 942,050
37210-Code Enforcement-Other	275,742	292,703	238,717	289,371
37220-Code Enforcement-CDBG Eligibl	143,519	143,951	134,684	112,078
37300-Rental Program	267,911	267,776	224,937	264,545
72200-Zoning and Other Programs	136,297	136,297	105,696	100,353
	<u>\$ 1,624,999</u>	<u>\$ 1,649,804</u>	<u>\$ 1,502,508</u>	<u>\$ 1,708,397</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Fund: 256 Community Development Fund				
Revenue				
Federal Grants	\$ 695,030	\$ 1,306,254	\$ 1,020,887	\$ 865,526
Interest and Rentals	13,800	13,800	10,000	12,000
Other Revenues	107,200	107,200	130,200	107,100
Other Financing Sources	-	-	-	-
Revenue Totals	<u>816,030</u>	<u>1,427,254</u>	<u>1,161,087</u>	<u>984,626</u>
Expenditures				
Personnel Services	151,896	151,896	137,144	157,347
Supplies	840	840	450	800
Other Services and Charges	638,651	1,249,875	998,850	676,251
Capital Outlay	24,643	24,643	24,643	150,228
Expenditure Totals	<u>816,030</u>	<u>1,427,254</u>	<u>1,161,087</u>	<u>984,626</u>
Fund Total	-	-	-	-
Fund Balance, Beginning	-	-	-	-
Fund Balance, Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Expenditure detail by program				
17521-Administration 2021	122,575	132,576	129,043	-
17522-Administration 2022	-	-	-	127,496
69120-Rehabilitation 2020	20,000	20,000	20,000	-
69121-Rehabilitation 2021	86,657	93,656	71,107	20,000
69122-Rehabilitation 2022	-	-	-	79,994
69219-CDBG Activities 2019	-	44,874	44,874	-
69220-CDBG Activities 2020	96,238	662,587	653,684	8,903
69221-CDBG Activities 2021	490,560	473,561	242,379	256,463
69222-CDBG Activities 2022	-	-	-	491,770
	<u>\$ 816,030</u>	<u>\$ 1,427,254</u>	<u>\$ 1,161,087</u>	<u>\$ 984,626</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Fund: 260 Indigent Defense Fund				
Revenue				
State Grants	\$ -	\$ 129,744	\$ 296,275	\$ -
Contributions from Local Units	-	279,216	279,217	-
Interest and Rentals	-	1,182	2,239	-
Transfers	-	7,154	7,154	-
Revenue Totals	<u>-</u>	<u>417,296</u>	<u>584,885</u>	<u>-</u>
Expenditures				
Personnel Services	-	32,188	32,186	-
Supplies	-	44,000	44,000	-
Other Services and Charges	-	553,489	553,489	-
Capital Outlay	-	50,000	50,000	-
Expenditure Totals	<u>-</u>	<u>679,677</u>	<u>679,675</u>	<u>-</u>
Fund Total	-	(262,381)	(94,790)	-
Fund Balance, Beginning	<u>262,381</u>	<u>262,381</u>	<u>262,381</u>	<u>167,591</u>
Fund Balance, Ending	<u>\$ 262,381</u>	<u>\$ -</u>	<u>\$ 167,591</u>	<u>\$ 167,591</u>

The Indigent Defense Fund was set up per State requirements in FY 2019 and implementation began in FY 2020. The grant and associated funding is based on the State of Michigan's fiscal year, October through September. The budget will be handled with a budget amendment at the time the grant is awarded each year.

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Fund: 265 Drug Law Enforcement Fund				
Revenue				
Fines and Forfeitures	\$ -	\$ -	\$ 18,925	\$ -
Interest and Rentals	-	-	482	-
Miscellaneous Income	-	-	-	-
Revenue Totals	<u>-</u>	<u>-</u>	<u>19,407</u>	<u>-</u>
Expenditures				
Capital Outlay	44,000	73,908	73,908	-
Transfers Out	-	-	-	-
Expenditure Totals	<u>44,000</u>	<u>73,908</u>	<u>73,908</u>	<u>-</u>
Fund Total	(44,000)	(73,908)	(54,501)	-
Fund Balance, Beginning	<u>80,283</u>	<u>80,283</u>	<u>80,283</u>	<u>25,782</u>
Fund Balance, Ending	<u>\$ 36,283</u>	<u>\$ 6,375</u>	<u>\$ 25,782</u>	<u>\$ 25,782</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Fund: 400 Capital Improvement Fund				
Revenue				
Taxes	\$ 3,397,230	\$ 3,397,230	\$ 3,426,068	\$ 3,553,486
Federal Grants	-	-	-	-
Contributions from Local Units	-	-	-	-
Charges for Service	-	-	93,000	50,000
Interest and Rentals	-	-	41,570	20,785
Other Revenues	-	-	123	-
Revenue Totals	<u>3,397,230</u>	<u>3,397,230</u>	<u>3,560,761</u>	<u>3,624,271</u>
Expenditures				
Personnel Services	721,635	721,635	744,191	798,377
Supplies	6,740	4,740	6,740	6,740
Other Services and Charges	329,542	331,542	325,705	298,690
Capital Outlay	2,001,000	5,670,675	5,587,000	2,955,000
Transfers Out	-	-	-	-
Expenditure Totals	<u>3,058,917</u>	<u>6,728,592</u>	<u>6,663,636</u>	<u>4,058,807</u>
Fund Total	338,313	(3,331,362)	(3,102,875)	(434,536)
Fund Balance, Beginning	<u>4,101,819</u>	<u>4,101,819</u>	<u>4,101,819</u>	<u>998,944</u>
Fund Balance, Ending	<u>\$ 4,440,132</u>	<u>\$ 770,457</u>	<u>\$ 998,944</u>	<u>\$ 564,408</u>
Expenditure detail by program				
17500-Administration	\$ 1,058,917	\$ 1,058,917	\$ 1,081,636	\$ 1,108,807
45200-Storm Water Construction	-	685,031	685,000	250,000
50200-Major Street Construction	-	96,499	97,000	700,000
50300-Local Street Construction	-	-	-	-
57300-Capital Outlay Watermain	2,000,000	4,888,145	4,800,000	2,000,000
99900-Transfers	-	-	-	-
	<u>\$ 3,058,917</u>	<u>\$ 6,728,592</u>	<u>\$ 6,663,636</u>	<u>\$ 4,058,807</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Fund: 401 Library Maintenance & Capital Fund				
Revenue				
Taxes	\$ 823,380	\$ 823,380	\$ 837,508	\$ 857,957
Contributions from Local Units	61,540	61,540	61,540	61,540
Interest and Rentals	1,000	1,000	13,888	11,746
Other Revenues	-	-	500	1,000
Other Financing Sources	-	-	-	500,000
Revenue Totals	<u>885,920</u>	<u>885,920</u>	<u>913,436</u>	<u>1,432,243</u>
Expenditures				
Personnel Services	98,232	98,232	81,240	105,817
Supplies	22,700	22,700	10,100	22,200
Other Services and Charges	279,474	295,374	265,677	282,533
Capital Outlay	334,000	602,688	572,690	2,400,000
Expenditure Totals	<u>734,406</u>	<u>1,018,994</u>	<u>929,707</u>	<u>2,810,550</u>
Fund Total	151,514	(133,074)	(16,271)	(1,378,307)
Fund Balance, Beginning	<u>1,594,190</u>	<u>1,594,190</u>	<u>1,594,190</u> *	<u>1,577,919</u>
Fund Balance, Ending	<u>\$ 1,745,704</u>	<u>\$ 1,461,116</u>	<u>\$ 1,577,919</u>	<u>\$ 199,612</u>
Expenditure detail by program				
17500-Administration	\$ 42,976	\$ 42,976	\$ 42,976	\$ 44,768
26700-Facility Maintenance	357,430	434,830	375,541	365,782
75600-Parks Facility Capital Outlay	334,000	541,188	511,190	2,400,000
	<u>\$ 734,406</u>	<u>\$ 1,018,994</u>	<u>\$ 929,707</u>	<u>\$ 2,810,550</u>

City of Wyoming, Michigan
Annual Budget by Account Classification
Summary

	<u>2021 Adopted Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Estimated Amount</u>	<u>2022 Proposed</u>
Fund: 588 Sewer - Bond and Interest Fund				
Revenue				
Interest and Rentals	\$ -	\$ -	\$ -	\$ -
Revenue Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures				
Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Total	-	-	-	-
Net Position, Beginning	<u>3,465,483</u>	<u>3,465,483</u>	<u>3,465,483</u>	<u>3,465,483</u>
Net Position, Ending	<u>\$ 3,465,483</u>	<u>\$ 3,465,483</u>	<u>\$ 3,465,483</u>	<u>\$ 3,465,483</u>

This fund reflects the funds set aside to meet the debt service reserve requirement set by the bond covenants.

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	<u>2021 Adopted Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Estimated Amount</u>	<u>2022 Proposed</u>
Fund: 589 Sewer - Construction Reserve				
Revenue				
Interest and Rentals	\$ -	\$ -	\$ -	\$ -
Other Financing Sources	100,000	100,000	114,594	-
Revenue Totals	<u>100,000</u>	<u>100,000</u>	<u>114,594</u>	<u>-</u>
Expenditures				
Transfers Out	1,000,000	1,000,000	1,106,738	-
Expenditure Totals	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,106,738</u>	<u>-</u>
Fund Total	(900,000)	(900,000)	(992,144)	-
Net Position, Beginning	<u>992,144</u>	<u>992,144</u>	<u>992,144</u>	<u>-</u>
Net Position, Ending	<u>\$ 92,144</u>	<u>\$ 92,144</u>	<u>\$ -</u>	<u>\$ -</u>

This fund retains transfers set aside for future capacity expansion projects.
FY 21 this fund is being dissolved and transferred to the Fund 590.

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Fund: 590 Sewer Fund				
Revenue				
State Grants	\$ -	\$ -	\$ -	\$ -
Contributions from Local Units	417,000	417,000	417,000	417,000
Charges for Service	19,275,000	19,275,000	18,967,000	19,305,000
Fines and Forfeitures	180,000	180,000	70,000	160,000
Interest and Rentals	30,000	30,000	269,359	146,580
Other Revenues	20,000	20,000	102,027	20,000
Other Financing Sources	1,000,000	1,000,000	1,106,738	-
Revenue Totals	<u>20,922,000</u>	<u>20,922,000</u>	<u>20,932,124</u>	<u>20,048,580</u>
Expenditures				
Personnel Services	4,296,287	4,296,287	4,173,759	4,533,238
Supplies	964,499	964,499	968,600	1,056,026
Other Services and Charges	8,475,842	8,581,961	8,610,506	9,020,829
Capital Outlay	5,935,000	9,149,297	8,268,000	1,792,000
Debt Service	3,471,467	3,471,467	3,469,465	3,478,344
Transfers Out	100,000	100,000	114,594	-
Expenditure Totals	<u>23,243,095</u>	<u>26,563,511</u>	<u>25,604,924</u>	<u>19,880,437</u>
Fund Total	(2,321,095)	(5,641,511)	(4,672,800)	168,143
Working Capital, Beginning	<u>10,363,292</u>	<u>10,363,292</u>	<u>10,363,292</u>	<u>5,690,492</u>
Working Capital, Ending*	<u>\$ 8,042,197</u>	<u>\$ 4,721,781</u>	<u>\$ 5,690,492</u>	<u>\$ 5,858,635</u>

Three guiding principals for preparing the Sewer budget:

- 120 days of operating expenses in working capital and 90 days of operating expenses in cash
- Maintain moderate rate increases each year
- Meet bond covenant requirements

*Working capital excludes Fund 588

Expenditure detail by program - See Next Page

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Expenditure detail by program				
54200-Transmission	\$ 1,615,326	\$ 1,675,326	\$ 1,556,533	\$ 1,659,421
54400-Capital Outlay	620,000	620,000	590,000	1,045,000
54100-Administration Services	2,068,948	2,068,948	1,931,702	2,262,738
54300-Treatment	8,216,762	8,184,881	8,423,003	8,617,586
54310-Treatment-Lab Services	755,855	755,855	731,078	757,372
54400-Capital Outlay	5,235,000	8,451,297	7,600,000	697,000
54700-Industrial Pretreatment	544,998	544,998	527,092	671,738
54800-GVRBA Operations-Land Appl	574,069	639,069	608,994	546,981
54801-GVRBA Operations-Pump House	40,670	51,670	52,463	144,257
92500-Revenue Bonds	3,471,467	3,471,467	3,469,465	3,478,344
99900-Transfers	100,000	100,000	114,594	-
	<u>\$ 23,243,095</u>	<u>\$ 26,563,511</u>	<u>\$ 25,604,924</u>	<u>\$ 19,880,437</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Fund: 591 Water Fund				
Revenue				
Federal Grants	\$ -	\$ -	\$ -	\$ -
State Grants	-	-	-	-
Charges for Service	22,339,960	22,339,960	22,802,508	22,955,668
Fines and Forfeitures	150,000	150,000	60,000	140,000
Interest and Rentals	160,000	160,000	402,738	277,369
Other Revenues	2,630,000	2,630,000	640,000	4,680,000
Other Financing Sources	-	-	1,135,383	-
Revenue Totals	<u>25,279,960</u>	<u>25,279,960</u>	<u>25,040,629</u>	<u>28,053,037</u>
Expenditures				
Personnel Services	5,671,280	5,671,280	5,474,870	5,930,241
Supplies	1,564,886	1,705,015	1,593,035	1,823,116
Other Services and Charges	5,303,056	5,673,375	5,463,053	5,451,806
Capital Outlay	4,145,000	10,258,182	5,436,000	12,268,400
Debt Service	6,822,128	6,822,128	6,820,326	7,068,118
Transfers Out	100,000	100,000	116,508	-
Expenditure Totals	<u>23,606,350</u>	<u>30,229,980</u>	<u>24,903,792</u>	<u>32,541,681</u>
Fund Total	1,673,610	(4,950,020)	136,837	(4,488,644)
Working Capital, Beginning	<u>9,127,710</u>	<u>9,127,710</u>	<u>9,127,710</u>	<u>9,264,547</u>
Working Capital, Ending*	<u>\$ 10,801,320</u>	<u>\$ 4,177,690</u>	<u>\$ 9,264,547</u>	<u>\$ 4,775,903</u>

Three guiding principals for preparing the Water budget:

- 120 days of operating expenses in working capital and 90 days of operating expenses in cash
- Maintain moderate rate increases each year
- Meet bond covenant requirements

*Working capital excludes Fund 593

Expenditure detail by program - See Next Page

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Expenditure detail by program				
56200-T and D - Mains	\$ 1,496,013	\$ 1,494,013	\$ 1,370,017	\$ 1,545,588
56600-T and D - Hydrants	108,661	108,661	95,344	112,600
56700-T and D - Services	1,420,105	1,495,605	1,399,559	1,456,163
57300-Capital Outlay	1,200,000	1,160,000	1,095,000	1,562,000
57400-Installation of Service	23,178	27,178	26,775	24,434
55100-Administration	1,303,143	1,303,143	1,289,176	1,606,961
55300-Pumping and Treatment	5,588,791	5,980,111	5,870,039	5,745,625
55310-Pumping & Treatment-Lab Serv	554,185	554,185	536,977	581,549
55800-T and D - Storage/E of Gezon	20,114	20,114	16,584	17,041
55900-T and D - Gezon Station	514,134	536,983	533,467	518,746
56100-T and D - Storage/W of Gezon	48,587	62,237	61,976	42,953
56300-T and D - Pipeline to Gezon	1,154,497	159,626	160,686	164,950
56400-T and D - Pipeline Meters	67,604	67,604	78,928	79,217
56500-T and D - Meters	677,425	677,425	535,957	746,690
56900-Customer Accounting	562,785	562,785	555,473	562,646
57000-Ottawa County	3,340,718	3,340,718	3,340,718	3,583,955
57300-Capital Outlay	3,025,000	9,098,182	4,341,000	10,706,400
92500-Revenue Bonds	3,481,410	3,481,410	3,479,608	3,484,163
99900-Transfers	100,000	100,000	116,508	-
	<u>\$ 24,686,350</u>	<u>\$ 30,229,980</u>	<u>\$ 24,903,792</u>	<u>\$ 32,541,681</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	<u>2021 Adopted Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Estimated Amount</u>	<u>2022 Proposed</u>
Fund: 592 Water - Construction Reserve Fun				
Revenue				
Interest and Rentals				
Other Financing Sources	\$ 100,000	\$ 100,000	\$ 116,508	\$ -
Revenue Totals	<u>100,000</u>	<u>100,000</u>	<u>116,508</u>	<u>-</u>
Expenditures				
Transfers Out	-	-	1,135,383	-
Expenditure Totals	<u>-</u>	<u>-</u>	<u>1,135,383</u>	<u>-</u>
Fund Total	100,000	100,000	(1,018,875)	-
Net Position, Beginning	<u>1,018,875</u>	<u>1,018,875</u>	<u>1,018,875</u>	<u>-</u>
Net Position, Ending	<u>\$ 1,118,875</u>	<u>\$ 1,118,875</u>	<u>\$ -</u>	<u>\$ -</u>

This fund retains transfers set aside for future capacity expansion projects.
FY 21 this fund is being dissolved and transferred to Fund 591.

City of Wyoming, Michigan
Annual Budget by Account Classification
Summary

	<u>2021 Adopted Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Estimated Amount</u>	<u>2022 Proposed</u>
Fund: 593 Water - Bonds and Interest				
Revenue				
Interest and Rentals	\$ -	\$ -	\$ -	\$ -
Revenue Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures				
Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Total	-	-	-	-
Net Position, Beginning	<u>3,597,962</u>	<u>3,597,962</u>	<u>3,597,962</u>	<u>3,597,962</u>
Net Position, Ending	<u>\$ 3,597,962</u>	<u>\$ 3,597,962</u>	<u>\$ 3,597,962</u>	<u>\$ 3,597,962</u>

This fund reflects the funds set aside to meet the debt service reserve requirement set by the bond covenants.

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Fund: 661 Motor Pool Fund				
Revenue				
Federal Grants				
Charges for Service	30,000	30,000	28,000	30,000
Interest and Rentals	3,937,072	3,937,072	3,392,976	4,470,806
Other Revenues	-	-	2,200	-
Revenue Totals	<u>3,967,072</u>	<u>3,967,072</u>	<u>3,423,176</u>	<u>4,500,806</u>
Expenditures				
Personnel Services	708,439	708,439	660,285	761,747
Supplies	685,950	685,950	534,750	700,950
Other Services and Charges	843,588	863,838	810,876	842,086
Transfers Out	1,575,000	1,575,000	1,575,000	2,081,000
Expenditure Totals	<u>3,812,977</u>	<u>3,833,227</u>	<u>3,580,911</u>	<u>4,385,783</u>
Fund Total	154,095	133,845	(157,735)	115,023
Working Capital, Beginning	<u>2,535,922</u>	<u>2,535,922</u>	<u>2,535,922</u>	<u>2,378,187</u>
Working Capital, Ending	<u>\$ 2,690,017</u>	<u>\$ 2,669,767</u>	<u>\$ 2,378,187</u>	<u>\$ 2,493,210</u>
			Fund 662	<u>\$ 4,103,997</u>
			Total Working Capital Between Fund 661/662	<u>\$ 6,597,207</u>
Expenditure detail by program				
58100-Administration Fee	\$ 238,255	\$ 238,255	\$ 230,786	\$ 279,871
58200-Equipment Operations	1,637,191	1,637,191	1,424,306	1,638,639
58300-Building	362,531	382,781	350,819	386,273
99900-Transfers	1,575,000	1,575,000	1,575,000	2,081,000
	<u>\$ 3,812,977</u>	<u>\$ 3,833,227</u>	<u>\$ 3,580,911</u>	<u>\$ 4,385,783</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Fund: 662 Motor Pool - Depreciation Res				
Revenue				
Grants	\$ -	\$ -	\$ -	\$ -
Interest and Rentals	-	-	26,964	-
Other Revenues	175,000	175,000	261,451	130,000
Other Financing Sources	<u>1,575,000</u>	<u>1,575,000</u>	<u>1,575,000</u>	<u>2,081,000</u>
Revenue Totals	<u>1,750,000</u>	<u>1,750,000</u>	<u>1,863,415</u>	<u>2,211,000</u>
Expenditures				
Capital Outlay	<u>1,438,000</u>	<u>2,276,072</u>	<u>1,597,844</u>	<u>1,703,500</u>
Expenditure Totals	<u>1,438,000</u>	<u>2,276,072</u>	<u>1,597,844</u>	<u>1,703,500</u>
Fund Total	312,000	(526,072)	265,571	507,500
Net Position, Beginning	<u>3,330,926</u>	<u>3,330,926</u>	<u>3,330,926</u>	<u>3,596,497</u>
Net Position, Ending	<u>\$ 3,642,926</u>	<u>\$ 2,804,854</u>	<u>\$ 3,596,497</u>	<u>\$ 4,103,997</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2021 Adopted Budget	2021 Amended Budget	2021 Estimated Amount	2022 Proposed
Fund: 800 Capital Projects Revolving Fund				
Revenue				
Taxes	\$ 2,389	\$ 2,389	\$ 2,389	\$ 2,514
Interest and Rentals	\$ 9,000	\$ 9,000	\$ 28,518	\$ -
Other Revenues	6,240	6,240	60,900	5,978
Revenue Totals	<u>17,629</u>	<u>17,629</u>	<u>91,807</u>	<u>8,492</u>
Expenditures				
Other Services and Charges	36,108	36,108	86,108	26,610
Capital Outlay	-	1,495,505	1,495,505	-
Transfers	-	-	-	800,000
Expenditure Totals	<u>36,108</u>	<u>1,531,613</u>	<u>1,581,613</u>	<u>826,610</u>
Fund Total	(18,479)	(1,513,984)	(1,489,806)	(818,118)
Fund Balance, Beginning	<u>2,351,096</u>	<u>2,351,096</u>	<u>2,351,096</u>	<u>861,290</u>
Fund Balance, Ending	<u>\$ 2,332,617</u>	<u>\$ 837,112</u>	<u>\$ 861,290</u>	<u>\$ 43,172</u>

- The transfers for FY 2022 are related to the Gezon Park project.
- Expenses for FY 2022 reflect the gypsy moth assessment and postage for mailings.

05.17.21
DDA/JRS

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE 2021-2022 BUDGET FOR THE WYOMING
DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS:

1. Act 197 of 1995, the Downtown Development Authority Act, requires that Downtown Development Authorities annually prepare a budget subject to governing body approval.
2. The Wyoming Downtown Development Authority (DDA) has recommended the attached budget for the Fiscal Year 2021-2022.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the attached Wyoming DDA budget for Fiscal Year 2021-2022.

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 May 17, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
2021-2022 DDA Budget Proposals and Justification
DDA Budget Worksheet Report

Resolution No. _____

STAFF REPORT

Date: April 6, 2021

Subject: Wyoming Downtown Development Authority 2021-2022 Annual Budget

From: Jennifer Stowell, Administrative Assistant to the City Manager

Meeting Date: May 17, 2021

RECOMMENDATION:

It is recommended City Council approve the proposed 2021-2022 annual budget for the Wyoming Downtown Development Authority (DDA).

COMMUNITY, SAFETY, STEWARDSHIP:

The Wyoming DDA seeks to foster a vibrant commercial corridor in the heart of the City of Wyoming. The DDA is committed to thoughtfully stewarding the funds it receives through tax increment financing and the State of Michigan. Proper redevelopment of the corridor will support existing businesses and infrastructure, thereby maintaining and growing economic opportunities for the residents of Wyoming. Proper design will also enhance safety for pedestrians, bikers and motorists.

DISCUSSION:

The Wyoming DDA convened on April 13, 2021 and passed the budget that is being proposed to Council. As in years past, there is not a lot of property tax capture in the corridor due to current property values. However, as a result, the DDA is still eligible for a small taxpayer loss payment through the State of Michigan which supplements revenues.

The majority of the DDA's expenses are focused on maintenance and landscaping throughout the corridor. Funds are also being set aside for light post replacement, holiday decorations, supplies and materials. Funds have been budgeted for the 2021 Metro Cruise, which was canceled last year due to COVID. Wyoming Gives Back will also be underwritten by the DDA.

The DDA anticipates a fund balance at the end of the fiscal year. This will be added to its existing reserves, which have been slowly growing over time. It is the hope of the DDA that it will be able to use these funds for a more substantial project related to property acquisition, real estate, or development. Group marketing campaigns have been discussed in the past, but ultimately passed on due to the expense of well-run campaigns. Interest in bringing a farmer's market to the corridor remains.

BUDGET IMPACT:

Overall, the DDA expects approximately \$130,000 in revenues and \$102,000 in expenditures. A notated breakdown of the budget is as follows:

Revenue:

- Tax Increment Financing (TIF) revenue is projected at \$30,000.
- The changes to Personal Property Tax law created a “Small Taxpayer Loss (STL) Reimbursement” payable from the State. Actual revenue from the STL has varied from \$55,000 to \$141,000 per year. I have budgeted \$130,000 this year based on the information I received from the Treasurer.

Expenses:

- **Staff: \$25,000** - The DDA will fund \$25,000 of the Director’s wages.
- **Supplies: \$200** is budgeted for other services. Office and event supplies.
- **Professional Services, Legal: \$1,000** is budgeted to provide any specialized legal services relating to TIF district.
- **Marketing: \$1,000** is budgeted to provide any necessary marketing services or materials for the District.
- **Travel, Training: \$1,500** - Covers part of the cost of one national marketing event; alternatively, local or regional staff training for retail/commercial development topics.
- **Printing and Advertising: \$300** - The DDA is required to publish an annual report in the newspaper.
- **Other Services: \$1,000** – Covers brownfield payments and other expenses that might arise.
- **Corridor Property Maintenance: \$18,000** for installation, removal and storage of holiday decorations, repairs to the irrigation system or decorative sidewalks.
- **Corridor Landscape Maintenance: \$28,000** (same) Annual maintenance of lawns and plantings in the ROW in the DDA.
- **Projects: \$5,000** has been budgeted for potential project costs in the District.
- **Wyoming Gives Back: \$3,500** - Supplies, marketing, advertising and sound equipment.
- **Metro Cruise: \$2,500** - Sponsorship.
- **Holiday Lights: \$5,000** to replace holiday rope lights that no longer work.
- **Pedestrian Lighting: \$10,000.** Plan continued inspection and repair of light fixtures, power outlets for holiday lighting; replacements as needed due to damage.

**City of Wyoming
Downtown Development Authority
2021-2022 Budget Proposals and Justification**

Revenue:

- Investment income has been quite small; nothing is budgeted.
- The Assessor's Office and Treasurer Andrea Boot indicate there may be a small tax capture this year; nothing is budgeted.
- The changes to Personal Property Tax law created a "Small Taxpayer Loss (STL) Reimbursement" payable from the State. Actual revenue from the STL has varied from \$55,000 to \$141,000 per year; \$130,000 is budgeted for this year based.

Expenses:

- **Staff: \$25,000** - The DDA will fund \$25,000 of the Director's salary.
- **Administrative Fee:** Fees paid by non-General Fund Departments for general government, building overhead, mailing etc. The DDA has been unable to fund this since 2013.
- **Supplies: \$200** is budgeted for other services. Office and event supplies.
- **Professional Services, Legal: \$1,000** is budgeted to provide any specialized legal services relating to TIF district.
- **Marketing: \$1,000** is budgeted to provide any necessary marketing services or materials for the District.
- **Travel, Training: \$1,500** - Covers part of the cost of one national marketing event; alternatively, local or regional staff training for retail/commercial development topics.
- **Printing and Advertising: \$300** - The DDA is required to publish an annual report in the newspaper.
- **Other Services: \$1,000** – Covers brownfield payments and other expenses that might arise.
- ***Corridor Property Maintenance: \$18,000** for installation, removal and storage of holiday decorations, repairs to the irrigation system or decorative sidewalks.
- ***Corridor Landscape Maintenance: \$28,000** (same) Annual maintenance of lawns and plantings in the ROW in the DDA.
- **Projects: \$5,000** has been budgeted for potential project costs in the District.
- **Wyoming Gives Back: \$3,500** - Supplies, marketing, advertising and sound equipment.
- **Metro Cruise: \$2,500** - In light of budget constraints, this expense may need to be reconsidered in this or future years.
- **Holiday Lights: \$5,000** to replace holiday rope lights that no longer work on light poles.
- **Pedestrian Lighting: \$10,000.** Plan continued inspection and repair of light fixtures, power outlets for holiday lighting; replacements as needed due to damage.

*Landscape contract with Heyboer Landscaping ends in December of 2021.

City of Wyoming, Michigan		Budget Worksheet Report									
	Account Number	Account Description	2017 Actual Amount	2018 Actual Amount	2019 Actual Amount	2020 Actual Amount	2020 Amended Budget	2021 Estimated Amount	2022 Department Requested		
Fund: 995 - Downtown Development Authority											
REVENUES											
Taxes 401 - Taxes											
	402.000	Property Taxes Property Taxes	94,293.9500	119,388.2800	134,834.4000	155,363.5400	130,000.0000	130,000.0000	130,000.0000		
	441.000	Property Tax PPT Reimbursement-LCSA	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		
Account Classification Total: Taxes 401 - Taxes			\$94,293.95	\$119,388.28	\$134,834.40	\$155,363.54	\$130,000.00	\$130,000.00	\$130,000.00		
Int & Rent 664 - Interest and Rentals											
	664.000	Interest on Investments Interest on Investments	225.0600	627.0100	10,683.3300	6,347.7200	500.0000	0.0000	0.0000		
Account Classification Total: Int & Rent 664 - Interest and Rentals			\$225.06	\$627.01	\$10,683.33	\$6,347.72	\$500.00	\$0.00	\$0.00		
Other Rev 671 - Other Revenues											
	688.000	Miscellaneous Income Miscellaneous Income	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		
Account Classification Total: Other Rev 671 - Other Revenues			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
REVENUES Total			\$94,519.01	\$120,015.29	\$145,517.73	\$161,711.26	\$130,500.00	\$130,000.00	\$130,000.00		
EXPENSES											
Department: 000 - General Government											
Activity: 72800 - Economic Development											
Cont 700 - Contingency											
	700.000	Contingency Contingency	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		
Account Classification Total: Cont 700 - Contingency			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Sup 726 - Supplies											
	727.000	Office Supplies Office Supplies	0.0000	0.0000	6.7000	0.0000	200.0000	100.0000	200.0000		
Account Classification Total: Sup 726 - Supplies			\$0.00	\$0.00	\$6.70	\$0.00	\$200.00	\$100.00	\$200.00		
Other 800 - Other Services and Charges											
	801.000	Professional Services Professional Services	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		
	801.009	Professional Services Marketing/Web Site	0.0000	0.0000	0.0000	0.0000	1,000.0000	0.0000	1,000.0000		
	801.021	Professional Services Legal Special Counsel	0.0000	0.0000	57.0000	0.0000	1,000.0000	0.0000	1,000.0000		
	802.000	Administrative Fee Administrative Fee	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		
	810.000	Contract Labor Contract Labor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		
	860.000	Travel and Training Travel and Training	0.0000	0.0000	0.0000	0.0000	1,500.0000	0.0000	1,500.0000		
	900.000	Printing & Advertising Printing & Advertising	13.8000	0.0000	0.0000	0.0000	300.0000	0.0000	300.0000		
	930.000	Repairs and Maintenance Repairs and Maintenance	9,007.0400	8,910.8700	9,557.8800	10,147.9600	18,000.0000	18,000.0000	18,000.0000		
	932.000	Payment Property Maintenance	29,983.7600	22,029.0100	27,714.5400	25,777.2000	27,000.0000	27,000.0000	28,000.0000		
	956.000	Other Services Other Services	140.1000	0.0000	0.0000	730.7000	1,000.0000	1,000.0000	1,000.0000		
	967.000	Project Costs Project Costs	0.0000	2,000.0000	1,797.9400	35.6800	5,000.0000	100.0000	5,000.0000		
	967.100	Project Costs Acquisitions/Gap Financing	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		
	967.110	Project Costs Banners/Holiday	11,730.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		
	967.120	Project Costs Business Development	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		
	967.130	Project Costs Christmas Decorations	0.0000	0.0000	0.0000	0.0000	5,000.0000	0.0000	5,000.0000		
	967.140	Project Costs Metro Cruise	2,500.0000	2,500.0000	2,500.0000	2,500.0000	2,500.0000	2,500.0000	2,500.0000		
	967.141	Project Costs Wyoming Gives Back	1,791.3200	1,878.6600	2,880.4400	2,438.4800	3,500.0000	2,438.4800	3,500.0000		
	967.150	Project Costs Networking/Educational Events	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		
	967.160	Project Costs Pedestrian Lighting	6,966.0800	3,920.0000	0.0000	0.0000	10,000.0000	5,000.0000	10,000.0000		
	967.165	Project Costs Mast Arm Signal	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		
	967.170	Project Costs Realtor Services	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		
	967.180	Project Costs Street Trees	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		
Account Classification Total: Other 800 - Other Services and Charges			\$62,132.10	\$41,238.54	\$44,507.80	\$41,630.02	\$75,800.00	\$56,038.48	\$76,800.00		
Debt 990 - Debt Service											
	991.000	Bond Payments Bond Payments	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		
	995.000	Interest on Bonds Interest on Bonds	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		
Account Classification Total: Debt 990 - Debt Service			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Tran Out 999 - Transfers Out											
	999.101	Transfers General Fund	0.0000	25,000.0000	25,000.0000	24,999.9600	25,000.0000	25,000.0000	25,000.0000		
Account Classification Total: Tran Out 999 - Transfers Out			\$0.00	\$25,000.00	\$25,000.00	\$24,999.96	\$25,000.00	\$25,000.00	\$25,000.00		
Activity Total: 72800 - Economic Development			\$62,132.10	\$66,238.54	\$69,514.50	\$66,629.98	\$101,000.00	\$81,138.48	\$102,000.00		
Department Total: 000 - General Government			\$62,132.10	\$66,238.54	\$69,514.50	\$66,629.98	\$101,000.00	\$81,138.48	\$102,000.00		
EXPENSES Total			\$62,132.10	\$66,238.54	\$69,514.50	\$66,629.98	\$101,000.00	\$81,138.48	\$102,000.00		
Fund REVENUE Total: 995 - Downtown Development Authority			\$94,519.01	\$120,015.29	\$145,517.73	\$161,711.26	\$130,500.00	\$130,000.00	\$130,000.00		
Fund EXPENSE Total: 995 - Downtown Development Authority			\$62,132.10	\$66,238.54	\$69,514.50	\$66,629.98	\$101,000.00	\$81,138.48	\$102,000.00		
Fund Total: 995 - Downtown Development Authority			\$32,386.91	\$53,776.75	\$76,003.23	\$95,081.28	\$29,500.00	\$48,861.52	\$28,000.00		
REVENUE GRAND Totals:			\$94,519.01	\$120,015.29	\$145,517.73	\$161,711.26	\$130,500.00	\$0.00	\$0.00		
EXPENSE GRAND Totals:			\$62,132.10	\$66,238.54	\$69,514.50	\$66,629.98	\$101,000.00	\$0.00	\$0.00		
Grand Totals:			\$32,386.91	\$53,776.75	\$76,003.23	\$95,081.28	\$29,500.00	\$0.00	\$0.00		

RESOLUTION NO. _____

RESOLUTION TO APPROVE GRAND VALLEY REGIONAL BIOSOLIDS AUTHORITY
FY2022 BUDGET

WHEREAS:

1. The Grand Valley Regional Biosolids Authority (“GVRBA”) is an authority jointly formed by the City of Wyoming and the City of Grand Rapids pursuant to Act 233 of the Public Acts of Michigan of 1955, as amended.
2. The Articles of Incorporation of GVRBA require that its annual budgets and amendments thereto be approved by Wyoming and Grand Rapids.
3. The City’s required contribution to the GVRBA 2022 fiscal year budget is \$4,208,519.
4. Wyoming desires to approve GVRBA’s 2022 fiscal year budget which has been approved and recommended by the Board of Directors of GVRBA.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the Grand Valley Regional Biosolids Authority budget for fiscal year 2022 in the total amount of \$10,464,518.

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 May 17, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
GVRBA FY22 Proposed Budget

Resolution No. _____

STAFF REPORT

Date: April 28, 2021

Subject: Grand Valley Regional Biosolids Authority FY22 Budget Approval

From: Jon Burke, CWP Superintendent

Date of Meeting: May 17, 2021

RECOMMENDATION:

It is recommended that the City Council approve the FY22 budget for the Grand Valley Regional Biosolids Authority (GVRBA), as required by Section 11 of the Joint Biosolids Management Project Agreement between the communities of Wyoming and Grand Rapids.

COMMUNITY, SAFETY, STEWARDSHIP:

The adoption of the FY22 GVRBA budget assures the continued commitment by Wyoming to provide a diversity of residuals disposition options that are environmentally beneficial and leverage the resources of both communities.

DISCUSSION:

The Operations Team of the GVRBA is required to develop an annual budget that must be approved by the GVRBA Board of Directors, the Wyoming City Council, and the Grand Rapids City Commission. Budget development occurred earlier this year by the staff at both facilities including the designated project manager. On April 23rd, the GVRBA Board of Directors approved the FY22 budget and recommended subsequent approval by both communities.

The FY22 GVRBA budget includes approximately an 8% increase for landfill tipping fees and trucking costs. There is also a 10% increase projected in land application costs due to rising chemical expenses as well as the need to advertise for land application services due to the expiring contract in January of 2022. The budget also includes money to replace the drive unit for another one of the centrifuge units at the Grand Rapids site. This is the second year of a 3-year replacement plan.

Per the Joint Biosolids Management Project Agreement, Wyoming's share of the FY22 GVRBA budget is based on the dry ton contribution from the previous biosolids reporting year, which ended September 30, 2020. This means that the Wyoming share of the FY22 budget will be 35.84% or \$4,208,519. This is an increase of \$336,848 from Wyoming's partner share of the GVRBA FY21 adopted budget.

BUDGET IMPACT:

Wyoming's share of the FY22 GVRBA budget is \$4,208,519. The proposed 2022 Sewer Fund budget includes approximately 95% of this amount or \$3,987,275 (account 590-590-54300-921000). Because Wyoming finalizes its own budgets earlier in the year than GVRBA does, it is likely that we will need a budget amendment later in the year to cover the additional expense.

GRAND VALLEY REGIONAL BIOSOLIDS AUTHORITY

RESOLUTION NO. 21-02

**RESOLUTION APPROVING AND RECOMMENDING
ANNUAL BUDGET FOR FISCAL YEAR 2022**

Boardmember Curtis Holt, supported by Boardmember Molly Clarin, moved adoption of the following:

WHEREAS, the Board of Directors of the Grand Valley Regional Biosolids Authority (“GVRBA”), is required to adopt an annual budget; and

WHEREAS, the annual budget must also be approved, pursuant to the GVRBA’s Articles of Incorporation, by the Grand Rapids City Commission (the “City Commission”) and the Wyoming City Council (the “City Council”); and

WHEREAS, GVRBA desires to approve its annual budget for fiscal year 2022 and recommend its approval to the City Commission and the City Council.

NOW, THEREFORE, BE IT RESOLVED:

1. That the annual budget for fiscal year 2022 in the form presented at this meeting in the total amount of \$10,464,518.00 (the “FY2022 Budget”) is approved.
2. That the FY2022 Budget is recommended for approval to the City Commission and the City Council.
3. That all resolutions or parts of resolutions in conflict herewith shall be, and the same are, rescinded.

YEAS: Boardmembers DeLong, Holt, Clarin

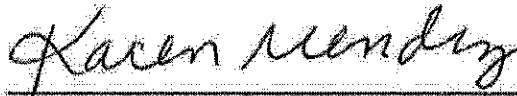
NAYS: Boardmembers _____

ABSTAIN: Boardmembers _____

ABSENT: Boardmembers Snyder

RESOLUTION DECLARED ADOPTED

Dated: April 23, 2021

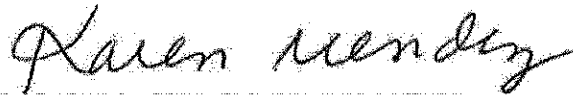


Karen Mendez, Recording Secretary

CERTIFICATION

I hereby certify that the above is a true and complete copy of a resolution adopted by the Board of Directors of the Grand Valley Regional Biosolids Authority at a meeting held on April 23, 2021, and that public notice of said meeting was given pursuant to and in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended, and applicable executive orders of the Governor of the State of Michigan.

Dated: April 23, 2021



Karen Mendez, Recording Secretary

GVRBA FY22 Proposed Budget

		Revenue	
Cash Balance			
	Operations (Subfund 592)	1,628,325	3,384,816
	Construction (Subfund 593)		
	<i>Cash Balance Total</i>	1,628,325	3,384,816
Revenue Requirements		10,464,518	9,903,197
GRWRRF			
	Debt Service and Administration	1,699,939	1,767,725
	Landfill Cost	4,556,059	4,207,112
	Land Application Cost	-	-
	Total	6,255,999	5,974,837
WCWP			
	Debt Service And Administration	916,076	872,429
	Landfill Cost	737,648	697,765
	Land Application Cost	2,554,796	2,301,478
	Total	4,208,519	3,871,672
Partner Share of Revenue Requirements			
	GRWRRF (Monthly = \$521,333)	6,255,999	5,974,837
	WCWP (Monthly = \$350,710)	4,208,519	3,871,672
Dry Ton Rate		623	598
		Expenses	
7520 Supplies			
	Polymer	1,375,000	1,200,000
	Miscellaneous	200,000	200,000
	<i>Supplies Sub-Total</i>	1,575,000	1,400,000
8010 Contractual Services			
	Trucking	466,000	450,000
	Landfill	1,980,000	1,900,000
	Land Application	2,554,796	2,301,478
	GRWRRF O&M Segments 1 & 4	780,000	750,000
	Financial Processing (Grand Rapids Comptrollers)	5,200	5,100
	WCWP O&M Segments 2 & 3	137,707	40,670
	Administration Services (Legal/Audit/Insurance)	40,000	38,000
	Centrifuge Service		100,000
	<i>Contractual Services Sub-Total</i>	5,963,703	5,585,248
9410 Equipment Rental/Lease			
	WCWP Storage Tank Rental	417,146	417,146
	Was Tank	60,000	60,000
	<i>Equipment Rental or Lease Sub-Total</i>	477,146	477,146
9880 Capital Improvements			
	VFD Maintenance		95,000
	Process Evaluation	150,000	100,000
	Centrifuge Drive	205,000	150,000
	<i>Capital Improvements Sub-Total</i>	355,000	345,000
Debt Service			
	GRWRRF	1,343,298	1,379,877
	WCWP	750,371	715,926
	<i>Debt Service Sub-Total</i>	2,093,669	2,095,803
	Expenses Total	10,464,518	9,903,197

GVRBA FY22 Proposed Budget

Projected and Historical Dry Ton Production Information			
Annual Biosolids Dry Tons		FY2022 Proposed Budget Budget	FY2021 Budget Budget
GRWRRF			
Amount sent to landfill		10,500	10,250
	<i>GRWRRF Sub-Total</i>	10,500	10,250
WCWP			
Amount sent to landfill		1,700	1,700
Amount applied to land		4,600	4,600
	<i>WCWP Sub-Total</i>	6,300	6,300
	Total	16,800	16,550
Partner Percentage Calculation of Debt Service and Administration			
Partner Percentage of Total:			
GRWRRF		64.16%	65.84%
WCWP		35.84%	34.16%
Annual Debt Service	\$	2,093,669	\$ 2,095,803
Storage Tank Rental	\$	417,146	\$ 417,146
Administrative Cost	\$	45,200	\$ 41,000
WAS Tank Lease	\$	60,000	\$ 60,000
	Total	\$ 2,616,015	\$ 2,613,949
Partner Share of Debt Service and Administration			
GRWRRF (Monthly = \$141,662)	\$	1,699,939	\$ 1,741,520
WCWP (Monthly = \$76,340)	\$	916,076	\$ 872,429
Partner Percentage Calculation of Operations and Maintenance			
Landfill			
GRWRRF		86.07%	85.77%
WCWP		13.93%	14.23%
Land Application			
GRWRRF		0.00%	0.00%
WCWP		100.00%	100.00%
Landfill Cost	\$	5,293,707	\$ 4,904,877
Land Application Cost	\$	2,554,796	\$ 2,301,478
Partner Share of Operations and Maintenance			
GRWRRF (Monthly = \$379,672)	\$	4,556,059	\$ 4,207,112
WCWP (Monthly = \$274,370)	\$	3,292,444	\$ 2,999,243

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN A CONTRACT AMONG THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE, THE CITY OF WYOMING AND THE COMMUNITY ENRICHMENT COMMISSION AND TO APPROVE THE ASSOCIATED FUND TRANSFER

WHEREAS:

1. State law allows the city to fund certain nonprofit cultural activities.
2. The Greater Wyoming Community Resource Alliance (GWCRA) is a nonprofit entity that funds many activities in Wyoming.
3. The Cultural Enrichment Commission (CEC) is a city body that promotes and operates cultural enrichment activities in the city, including such events as the annual concerts in the park series.
4. The City Council wishes to provide some funding for the CEC while encouraging it to match those funds and to provide for events and activities in addition to the concerts in the park.
5. The GWCRA is amenable to working with the city and the CEC to fund CEC activities from funds provided by the city.

NOW, THEREFORE, BE IT RESOLVED:

1. The CEC Program Funding Contract among the city, the CEC and the GWRCA is approved and the Mayor and City Clerk are authorized and directed to sign it.
2. The transfer of \$10,000 to the GWCRA is also approved.

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 May 17, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Contract

CEC PROGRAM FUNDING CONTRACT

This CEC Program Funding Contract is made as of May 1, 2021 among the City of Wyoming, a Michigan municipal corporation of 1155 28th Street, SW, Wyoming, MI 49509, Attn: City Manager ("**City**"), the Greater Wyoming Community Resource Alliance, a Michigan non-profit corporation of 1155 28th Street SW, Wyoming, MI 49509, Attn: Finance Director ("**GW CRA**"), and the Community Enrichment Commission, a public body of the City also of 1155 28th Street SW, Wyoming, MI 49509, Attn: Chair ("**CEC**").

RECITALS

- A. Assuming it can safely do so in accordance with applicable state requirements and City's COVID-19 Preparedness and Response Plan, CEC intends to sponsor, promote, and operate certain artistic and cultural activities including its summer concerts in the park series during the summer of 2021.
- B. GW CRA provides accounting and other fiduciary services for CEC.
- C. City wishes to help fund CEC programming in accordance with MCL 117.4k that allows City to fund public or private institutions engaged with City in providing civic, artistic, and cultural activities, including but not limited to music, theater, dance, visual arts, literature and letters, architecture, architectural landscaping, and allied arts and crafts to the general public.
- D. CEC activities, including the concerts in the park series have promoted and encouraged community interactions and use of city parks and their facilities and have encouraged local artists and performers.
- E. The availability of such outdoor gatherings may be especially beneficial to community members during the continued COVID-19 pandemic that has limited the availability and safety of indoor gatherings.

TERMS AND CONDITIONS

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

- 1. City Investment. Not later than _____, 2021, City will transfer to GW CRA \$10,000 to be used by CEC to sponsor, promote, and operate certain artistic and cultural activities including its summer concerts in the park series during the summer of 2021 which will be used in accordance with this contract ("**City Funds**").
- 2. GW CRA Actions.
 - A. The City Funds must be 100% matched by funds CEC otherwise receives or collects through donations, sponsor arrangements, concession sales receipts, ticket or admission receipts, or other means. All funds raised by the CEC must be deposited with GW CRA in accordance with GW CRA procedures and practices.
 - B. When documentation is provided by the CEC in accordance with GW CRA procedures and practices, GW CRA will use the City Funds to pay, the expenses incurred by CEC to sponsor, promote, and operate certain artistic and cultural activities including its summer concerts in the park series.
 - C. GW CRA will work in cooperation with the CEC to ensure the matched funds are collected and will report to the City Manager any failure of the CEC to match those funds.
 - D. GW CRA will otherwise provide accounting for CEC funds and fund uses in accordance with its current policies, procedures and practices.
- 3. CEC Responsibilities. The CEC will raise the matching funds and will spend and account for those and the City Funds in accordance with this contract.
- 4. General Provisions.
 - A. Whenever an individual, officer, employee or other agent of a party is designated in this contract by name or title, it includes that individual's designee(s) and successor(s) and any other officer, employee or other agent to whom such duties have been delegated.

B. This is the entire agreement between and among the parties with respect to its subject. It can be modified or amended only in writing signed by the parties after approval by the City Council, GWCRA Board, and CEC.

The parties have signed this contract as of the date first written above.

CITY OF WYOMING

GREATER WYOMING COMMUNITY
RESOURCE ALLIANCE

By: _____
Jack A. Poll, Mayor

By: _____
Kent Vanderwood, President

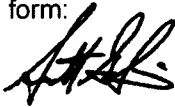
By: _____
Kelli A. VandenBerg, Clerk

By: _____
Rebecca Rynbrandt, Secretary

Date signed: _____, 2021

Date signed: _____, 2021

Approved as to form:



Scott G. Smith, City Attorney

COMMUNITY ENRICHMENT COMMISSION

By: _____
LeighAnn TeBos, Chair

Date signed: _____, 2021

RESOLUTION NO. _____

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

WHEREAS:

1. The Wyoming City Council has approved the Employment Contract and Classification and Salary Schedule between the City of Wyoming and the Wyoming City Employees Union.
2. The City Manager recommends City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union to add the classifications of Forensic Science Technician I, Forensic Science Technician II, and Forensic Science Technician III and to remove the classifications of Evidence Technician I, Evidence Technician II, and Evidence Technician III as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the aforementioned amendment to the Employment Contract between the City of Wyoming and the Wyoming City Employees Union and the Classification and Salary Schedule

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 17, 2021.

ATTACHMENT:
Memorandum of Understanding

Kelli A. VandenBerg, Wyoming City Clerk

MEMORANDUM OF UNDERSTANDING

RE: Forensic Science Technicians

Effective July 1, 2021, the City of Wyoming ("City") and the Wyoming City Employees Union agree as follows:

1. The position of Forensic Science Technician I is hereby added to the bargaining unit in the G41 range of the Classification and Salary Schedule in effect for bargaining unit employees.
2. The position of Forensic Science Technician II is hereby added to the bargaining unit in the G59 range of the Classification and Salary Schedule in effect for bargaining unit employees.
3. The position of Forensic Science Technician III is hereby added to the bargaining unit in the G71 range of the Classification and Salary Schedule in effect for bargaining unit employees.
4. The positions of Evidence Technician I, Evidence Technician II, and Evidence Technician III shall be closed and will be deleted and removed from the Classification and Salary Schedule.

CITY OF WYOMING

WYOMING CITY EMPLOYEES UNION

By: _____
Its: City Manager

By: *Arson Crow*
Its: President

Date: _____

Date: 4-28-21

RESOLUTION NO. _____

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF WYOMING AND THE WYOMING ADMINISTRATIVE AND SUPERVISORY ASSOCIATION AND TO AMEND THE CLASSIFICATION AND SALARY SCHEDULE

WHEREAS:

1. The Wyoming City Council has approved the Employment Contract and Classification and Salary Schedule between the City of Wyoming and the Wyoming Administrative and Supervisory Association.
2. The City Manager recommends City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming Administrative and Supervisory Association to add the classification of Forensic Science Unit Supervisor and to remove the classification of Technical Support Supervisor as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the aforementioned amendment to the Employment Contract between the City of Wyoming and the Wyoming Administrative and Supervisory Association and the Classification and Salary Schedule

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 17, 2021.

ATTACHMENT:
Memorandum of Understanding

Kelli A. VandenBerg, Wyoming City Clerk

MEMORANDUM OF UNDERSTANDING

RE: Forensic Science Unit Supervisor

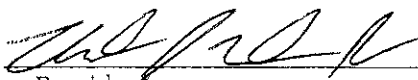
Effective July 1, 2021, the City of Wyoming ("City") and the Wyoming City Employees Union agree as follows:

1. The position of Forensic Science Unit Supervisor is hereby added to the bargaining unit in the A26 range of the Classification and Salary Schedule in effect for bargaining unit employees.
2. The position of Technical Support Supervisor shall be closed and will be removed from the Classification and Salary Schedule.

CITY OF WYOMING

ADMINISTRATIVE AND SUPERVISORY
ASSOCIATION

By: _____
Its: City Manager

By:  _____
Its: President

Date: _____

Date: 5-4-2021

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
AN EMPLOYMENT CONTRACT BETWEEN THE WYOMING CITY
EMPLOYEES UNION AND THE CITY OF WYOMING

WHEREAS:

1. The Employment Contract between the Wyoming City Employees Union and the City of Wyoming effective July 1, 2021 through June 30, 2025, was approved by the Wyoming City Employees Union.
2. It is recommended that the City Council approve said Contract.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the Employment Contract between the Wyoming City Employees Union and the City of Wyoming effective July 1, 2021 through June 30, 2025.
2. The City Council for the City of Wyoming does hereby authorize the Mayor and City Clerk to execute said Employment 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 May 17, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Tentative Settlement Agreement

Resolution No. _____

**TENTATIVE SETTLEMENT AGREEMENT
CITY OF WYOMING - WYOMING CITY EMPLOYEES UNION**

All changes are subject to ratification by the Wyoming City Employees Union and approval by the City Council.

Date: 3/2/21

1. Article 30 – Terms of Contract, Section 1 Terms
Duration: July 1, 2021 – June 30, 2025 (four years)

2. Article 1 – Union Recognition
Modify Article 1, Section 2 C to read as follows:

All employees in the bargaining unit represented by the Wyoming Administrative and Supervisory Association and all employees covered by individual employment agreements with the City.

3. Article 5 – Hours of Work and Overtime
Update all references of 15 miles to 20 miles. Update all references of intersections to city boundaries.

4. Article 5 – Hours of Work and Overtime, Section 9, Duty Time – Public Service (HOUSEKEEPING if no additional changes)
Update language to include new position titles and remove positions that are closed and also vacant as shown below:

Personnel who are on call for duty time shall receive an additional eight (8) hours pay per week at straight time. Only those employees whose availability is within fifteen (15) miles from the intersection of Burlingame SW and 36th Street SW and have a telephone will be eligible for duty time. ~~Equipment Operator I, Equipment Operator II, Maintenance Technician 2, Maintenance II, Maintenance Worker II, and Public Services Crew Leader, Crew Leader~~ shall be required to be on standby. If Maintenance I, Maintenance II, ~~Maintenance Worker II~~, Equipment Operator I, and ~~Equipment Operator II~~ employees are on standby duty, they shall be paid at five percent (5%) above their actual pay. Those employees scheduled for duty time may trade with other employees, provided notice in advance is given to their Supervisor. For each call-out, each employee shall receive a minimum of two (2) hours at a rate at straight time, but not less than that required by the applicable wage and hour statute.

5. Article 20 – Insurance
Change various Sections of Article 20 as shown below:

Section 1. Medical. The Employer shall provide each employee and the employee's dependents with group health coverage which shall include the following:

- A. The benefits provided under the Employer's sponsored plan, which shall be at least those in effect July 1, ~~2016-2021~~.
- B. ~~The prescription co-pay shall be \$10 for generic drugs, \$30 for preferred name brand drugs and \$60 for non-preferred name brand drugs.~~ (Housekeeping)

Effective January 1, 2017, the prescription drug coverage shall change from an open formulary to a closed formulary.

Effective July 1, 2017, the prescription co-pay for specialty drugs shall be 20% of the cost with a maximum of \$100 per prescription per fill. **Effective September 1, 2022, the prescription co-pay for specialty drugs shall be 20% of the cost with a maximum of \$125 per prescription per fill.**

Effective July 1, 2018, the prescription co-pay shall be \$10 for generic drugs, \$40 for preferred name brand drugs, and \$70 for non-preferred name brand. **Effective September 1, 2022 the prescription co-pay shall be \$10 for generic drugs, \$50 for preferred name brand drugs, and \$80 for non-preferred name brand drugs.**

- C. Effective July 1, 2016 the office visit co-pay shall be \$20. Co-pays for using a specialist shall be \$30 (unless the specialist is the member's primary care physician in which case it shall be \$20), \$40 for using an urgent care facility, \$100 for using a hospital emergency room visit (waived if admitted), and \$100 for imaging services (maximum two imaging co-pays per year). **Effective July 1, 2021, the office visit co-pay shall be \$25. Co-pays for using a specialist shall be \$40 (unless the specialist is the member's primary care physician, in which case it shall be \$25), \$50 for using an urgent care facility, \$150 for using a hospital emergency room visit (waived if admitted) and \$125 for imaging services (maximum three imaging co-pays per year).**

Section 5. Dental & Vision. The Employer shall provide each employee and the employee's dependents who are enrolled or eligible to be enrolled in the Employer's sponsored health plan with the dental and vision plan, of which benefits shall be at least those in effect July 1, ~~2016~~ 2021.

6. Article 26, Section 1. Wages.

Replace current language with the following:

Wage increases shall be as follows:

- July 1, 2021: 2.25%
- July 1, 2022: 2.25%
- July 1, 2023: 2.25%
- July 1, 2024: 2.25%

7. Article 28, Section 4, Retiree Life Insurance

Remove the following language:

~~Employees retiring after July 1, 1986, shall be provided \$5,000.00 in life insurance coverage for the period between ages 55 and 65. The Employer may be the insurer.~~

8. Housekeeping:

Update Article 1, Section 2 D (reference MOU dated 7.10.19 for full-time TEAM 21 employees).

Update Article 1, Section 2 to add paragraph E (reference MOU dated 10.4.17 for Veteran's Treatment Court grant employees).

Update Article 5, Section 13 A to remove references to seasonal loader.

Update Article 11, Section 1 to add "exceeding 30 days" to the end of the section.

Update Article 21, Section 3 to update job titles from Automotive Mechanics to Fleet Services Apprentice, Fleet Services Utility Technician, Fleet Services Senior Technician, and Fleet Services Master Technician.

Update Article 21, Section 1, Uniforms - update to remove "after the probationary period has been completed" from the second sentence. ^{AW 10}

Update Article 27, Section 2, Defined Contribution Plan - Update to reference correct section (2.12 change to 2.13).

Update Classification and Salary Schedule to update obsolete positions.

- Asset Management Coordinator
- Biosolids Operations Coordinator
- Community Development Coordinator
- Licensing Officer
- Loan and Grant Specialist

3-2-21 Patrick Crowley
Aaron Crow
K. Dastindie
Kersten Becker

05/17/2021

Human Resources/KMB

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
AN EMPLOYMENT AGREEMENT BETWEEN THE WYOMING ADMINISTRATIVE AND
SUPERVISORY EMPLOYEES ASSOCIATION AND THE CITY OF WYOMING

WHEREAS:

1. The Wyoming Administrative and Supervisory Employees Association and the City of Wyoming have an employment agreement through June 30, 2022.
2. It is the desire of the City and the Association to extend and amend the Employment Agreement through June 30, 2025 as detailed in the attached Tentative Settlement Agreement.
3. It is recommended that the City Council approve the Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the Employment Agreement between the Wyoming Administrative and Supervisory Employees Association and the City of Wyoming through June 30, 2025.
2. The City Council for the City of Wyoming does hereby authorize the Mayor and City Clerk to execute said Employment 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 May 17, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Tentative Settlement Agreement

Resolution No. _____

**CITY OF WYOMING AND
WYOMING ADMINISTRATIVE AND SUPERVISORY EMPLOYEES ASSOCIATION**

The City of Wyoming proposes a re-opener for the current employment agreement, scheduled to expire on June 30, 2022, between the City and the Wyoming Administrative and Supervisory Association. The City proposes the following changes be made to the agreement. All changes are subject to ratification by the Wyoming Administrative and Supervisory Employees Association and approval by the City Council.

Date: 3/9/21

1. Article 7 – Terms of Agreement

Extend the contract by 3 years, through June 30, 2025.

2. Appendix A – Sick Leave, C. Disability Income Plan

Delete current language and replace with the following: In the event an employee is disabled, due to a non-work related injury or illness, to the extent that such employee is not able to perform the duties of the job, such employee shall be eligible to receive from the Employer an income maintenance plan, which will provide the employee with an income allowance of seventy-five percent (75%) of the base pay for a period not to exceed a cumulative total of fifty-two weeks in the employee's lifetime. However, an employee may earn back one week of the benefit for each consecutive twelve (12) month period that the employee did not use benefits under the Disability Income Plan or was not on an unpaid leave of absence, up to a maximum accumulation of fifty-two (52) weeks. This section shall be effective only after such employee has used all paid time (including sick leave, vacation leave, personal leave/floating holidays), and only after an eight (8) day waiting period. Paid time taken by the employee will be credited towards the waiting period, and, after the waiting period is completed, the benefit shall not be retroactive from the first day of disability. Whenever an employee receives pay under this benefit, all benefits shall cease except seniority, life, and health, dental, and vision insurance.

3. Appendix A – Insurance

Update Section 1 – Health, as follows, keep remainder of section the same:

A. The benefits provided under the Employer's sponsored plan, which shall be at least those in effect ~~January 1, 2017~~ **July 1, 2021**.

B. Effective July 1, 2017, the prescription co-pay for specialty drugs shall be 20% of the cost with a maximum of \$100 per prescription per fill. **Effective September 1, 2022, the prescription co-pay for specialty drugs shall be 20% of the cost with a maximum of \$125 per prescription per fill.**

Effective July 1, 2018, the prescription co-pay shall be \$10 for generic drugs, \$40 for preferred name brand drugs, and \$70 for non-preferred name brand. **Effective September 1, 2022 the prescription co-pay shall be \$10 for generic drugs, \$50 for preferred name brand drugs, and \$80 for non-preferred name brand drugs.**

Section 7 – Dental & Vision. All employees and their dependents who are enrolled or eligible to be enrolled in the Employer's sponsored health plan shall be covered by the dental and vision plan, of which benefits shall be at least those in effect ~~January 1, 2014~~ **July 1, 2021**.

4. Appendix A – Wages

Replace current language with the following:

- ~~July 1, 2021: 1%~~
- **July 1, 2021: 2.25%**
- July 1, 2022: 2.25%
- July 1, 2023: 2.25%
- July 1, 2024: 2.25%

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE
AN EMPLOYMENT AGREEMENT WITH THE DIRECTOR OF PLANNING
AND ECONOMIC DEVELOPMENT

WHEREAS:

1. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
2. The City Manager desires to appoint Nicole Hofert as the Director of Planning and Economic Development and recommends City Council approve the employment agreement the City Manager has negotiated with Ms. Hofert.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves the employment agreement and authorizes the City Manager to execute the agreement.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

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 May 17, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Employment Agreement

Resolution No. _____

CITY OF WYOMING
EMPLOYMENT AGREEMENT

DIRECTOR OF PLANNING AND ECONOMIC DEVELOPMENT

THIS AGREEMENT between Nicole Marie Hofert, whose current address is as provided in her personnel file (“Employee”), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street SW, Wyoming, Michigan 49509 (“City”), is made on the following terms:

1. TERM. The City employs and appoints the Employee as Director of Planning and Economic Development. This appointment shall be effective July 1, 2021. The Employee understands that as Director of Planning and Economic Development, the Employee serves at the pleasure of the City Manager, who may terminate the Employee’s employment and appointment, for any reason or without any reason, at any time as provided by the City Charter and City Code of Ordinances.

2. PERFORMANCE. The Employee will perform the duties of Director of Planning and Economic Development as set forth in the constitution and laws of the State of Michigan, City Charter, City Code of Ordinances, City Council resolutions, established policies and regulations of the City, and as directed by the City Manager. A job description has been provided to the Employee that the City may periodically revise with notice to the Employee. The Employee shall perform the Employee’s duties in a competent and professional manner and shall report to and be supervised by the City Manager.

3. SERVICE DATE. The Employee’s date of service with the City shall be April 30, 2018. The Employee shall be credited with all earned benefits from her service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

4. COMPENSATION. The Employee's salary shall be established by the City Manager in accordance with the annual budget authorization, the City Charter, and the City Code. The salary shall be paid in accordance with City payroll procedures.

5. BENEFITS. The Employee shall be provided the same health insurance plan (including employee contribution and opt-out option), dental, vision and life insurance plans, defined contribution plan, post-employment health plan, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to department head employees in the Administrative and Supervisory Association unless otherwise stated in this Agreement. Benefits shall be based on a hire date of April 30, 2018.

In addition to the above-stated benefits, the Employee shall be credited with 40 hours of vacation on July 1, 2021. On January 1, 2022, and annually thereafter, the Employee shall be credited with 160 hours of vacation until such time as the Administrative and Supervisory Association department head vacation schedule applies.

Notwithstanding any other provision of this Agreement, the Employee shall not be eligible for a payout of any accrued benefits upon separation from employment until the Employee has been employed by the City for at least 5 years.

6. PROFESSIONAL REQUIREMENTS. The Employee shall at all times obtain and maintain any professional licenses and certifications required of the position. The Employee shall promptly report to the City any professional grievance or complaint against the Employee or any claim against professional malpractice against the Employee.

7. TERMINATION. This Agreement and the Employee's employment pursuant to it may be terminated as follows:

a. By the Employee's resignation. The Employee shall give written notice of the Employee's resignation at least 30 days prior to its effective date. If the Employee fails to do so, regardless of any other provision of this Agreement, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount of which the City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

b. By the City Manager for the reason that the Employee 1) failed to substantially perform the Employee's job duties; 2) committed misfeasance, malfeasance, or nonfeasance in the Employee's position; 3) engaged in criminal misconduct; 4) is convicted of any felony; 5) is convicted of a misdemeanor involving bodily harm or dishonesty; or 6) performed a deliberate and wrongful act. In such circumstances, regardless of any other provision of this Agreement, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits.

c. By the City Manager, other than as provided in subsection (b) of this Section. If such action is taken, the City shall pay the Employee, in addition to any other amounts to which the Employee is entitled under this Agreement, an amount equal to six months of the Employee's base salary. Such severance pay will be paid to the Employee over a six-month period by checks issued on regular City paydays and will have appropriate amounts withheld. The City will continue to pay for that same period the same amounts or portions of premiums for the Employee's insurance (health, dental, vision and life) that the City paid before termination of the Employee's

employment under this subsection 7.c. However, if the Employee secures another position of equal or greater pay during the six-month period, the City's obligation to make severance payments and continue insurance will cease. If the Employee takes another position at less pay during the six-month period, the City's obligation will be limited to the difference in pay for the balance of said six-month period. For purposes of this section, "another position" shall include employment, self-employment, independent contracting, or compensation from any source. The aforesaid severance pay and benefits shall be paid to the Employee contingent upon the Employee executing a waiver and release in a form and substance satisfactory to the City of all claims arising from or related to termination of the Employee's employment under this subsection 7.c.

d. Upon termination of the Employee's employment, the Employee shall arrange for the immediate and orderly transfer of the Employee's office and the City-owned personal property, records, documents and other items in the Employee's possession in a manner directed by the City Manager.

e. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time and for any reason, subject only to the provisions set forth in this Section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the Employee's position with the City, subject only to the provisions set forth in this Section.

8. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the

parties, without regard to any written or oral contracts to the contrary. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Employee or to the employment relationship between the Employee and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

9. SEVERABILITY. The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

10. APPLICABLE LAW. The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

11. ASSIGNMENT. Neither party may assign its rights, duties or interests in this Agreement without the prior written consent of the other party.

12. JURISDICTION AND VENUE. To the extent permitted by law, the parties agree that the jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in state courts in Kent County, Michigan.

13. BINDING. This Agreement shall be binding upon the parties and their heirs, subrogates, successors and assigns.

14. RETURN OF CITY PROPERTY. The Employee agrees that when the Employee's employment ends, the Employee is responsible for returning any City-owned property in the Employee's possession and for paying any expenses or other amounts that

the Employee may owe to the City at that time. The Employee authorizes the City to deduct any amount owed from any wage or benefit payments that may be due to the Employee.

15. SHORTENED LIMITATIONS PERIOD. The Employee agrees that any lawsuit or claim against the City arising out of the Employee’s employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission (“EEOC”), within 90 days after the EEOC issues that Notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limits specified by statute, whichever is shorter. The Employee waives any statute of limitations that exceeds this time limit.

Dated: _____, 2021

Nicole M. Hofert

CITY OF WYOMING

Dated: _____, 2021

Curtis L. Holt
City Manager

RESOLUTION NO. _____

RESOLUTION TO AMEND THE CITY COUNCIL POLICY MANUAL SECTION 3.08 TO
ALLOW THE WRITE-OFF OF PROPERTY TAX BALANCES OF \$5.00 OR LESS

WHEREAS:

1. Section 3.08 of the City Council Policy Manual authorizes the City Treasurer to accept partial payments and mark parcels with balances of less than \$5.00 for summer taxes and less than \$1.00 for winter taxes as paid in full prior to being turned over to the County Treasurer on March 1 of each year.
2. Unpaid personal property taxes remain under the jurisdiction of the City Treasurer.
3. Under certain circumstances payments for delinquent personal property taxes result in balances of \$5.00 or less.
4. Because of costs incurred in continued collection efforts, because small balances can be the result of misunderstandings by property taxpayers, and for other reasons, the City Treasurer is requesting City Council to amend the City Council Policy Manual to extend the authority to mark parcels with balances of less than \$5.00 of delinquent personal property taxes as paid in full.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council hereby amends the City Council Policy Manual Section 3.08 to read as follows:
 - 3.08 Authorization for City Treasurer to accept partial payments.**
 - A. The City Treasurer may accept partial payment for real and personal property taxes. If the partial payment on a parcel results in a balance of less than \$5.00 on summer taxes and less than \$1.00 on winter taxes, the City Treasurer may designate the parcel as paid in full prior to turning the tax roll over to the Kent County Treasurer on March 1 of each year.
 - B. For delinquent personal property taxes that remain under the jurisdiction of the City Treasurer after March 1 of each year, the City Treasurer may designate a parcel as paid in full if the partial payment on the parcel results in a balance of less than \$5.00.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

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 meeting held May 17, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Amended Section 3.08

Resolution No. _____

STAFF REPORT

Date: April 22, 2021

Subject: Authorization for Treasurer to Write Off Small Personal Property Tax Amounts

From: Andrea Boot, Treasurer

Meeting Date: May 17, 2021

RECOMMENDATION:

It is recommended City Council approve the amendment to Section 3.08 of the City Council Policy Manual to include authorization for the City Treasurer to mark balances less than \$5.00 on delinquent personal property parcels as paid in full.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming recognizes that businesses are an important part in creating a vibrant community. Paying property taxes is necessary to live in a vibrant and safe community. The City of Wyoming strives to be fair and equitable when assessing and collecting these taxes. In addition to being fair and equitable the City strives to be reasonable in the collection process. This includes reasonable use of resources such as paper, printing, and postage.

DISCUSSION:

In April 2007, City Council approved an addition to the City Council Policy Manual which allows the City Treasurer to accept partial payments and mark balances under a certain threshold as paid in full prior to turning the tax roll over to the Kent County Treasurer on March 1 of each year.

This policy fails to address delinquent personal property taxes, which remain under the jurisdiction of the City Treasurer. I am seeking to expand City Council Policy section 3.08 to include authorization for the City Treasurer to mark delinquent personal property tax parcels as paid in full if a partial payment on the parcel results in a balance of less than \$5.00. This request is for parcels where taxpayers made payments, but for some reason the payment was slightly short of what was due. This happens occasionally when taxpayers omit or transpose numbers on their checks, they estimate the amount of the penalty, or they miss the postmark when submitting the payment. Rather than continuing to contact the taxpayer, which results in extra cost due to printing and postage, we would like to be able to mark these parcels as paid in full. This request is for parcels that have made payment, not parcels where the actual tax liability is less than \$5.00.

BUDGET IMPACT:

The impact on the budget is estimated to be less than \$100.00 in account 101-000-00000-445.000.

Amend City Council Policy Manual Section 3.08

3.08 Authorization for City Treasurer to accept partial payments.

- A. The City Treasurer may accept partial payment for real and personal property taxes. If the partial payment on a parcel results in a balance of less than \$5.00 on summer taxes and less than \$1.00 on winter taxes, the City Treasurer may designate the parcel as paid in full prior to turning the tax roll over to the Kent County Treasurer on March 1 of each year.
- B. For delinquent personal property taxes that remain under the jurisdiction of the City Treasurer after March 1 of each year, the City Treasurer may designate a parcel as paid in full if the partial payment on the parcel results in a balance of less than \$5.00.

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE TRANSFER OF AN INDUSTRIAL FACILITIES
EXEMPTION CERTIFICATE FROM AGROPUR, INC. TO SCHREIBER FOODS, INC.
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN
THE AMENDED IFT AGREEMENT

WHEREAS:

1. The City established Industrial Development District Number 159, established by Resolution Number 13784 on September 16, 1991.
2. The City approved an Industrial Facilities Exemption Certificate now known as IFT No. 2018-025 for Agropur, Inc. for \$2,900,000 in in personal property for twelve (12) years, expiring December 30, 2030, and authorizing the Mayor and City Clerk to sign the IFT Agreement as required under P.A. 198 of 1974.
3. Section 21 of P. A. 198 of 1974 provides for the transfer of Industrial Facilities Exemption Certificates with the approval of the local government unit.
4. Agropur, Inc. is no longer the owner of the facility at 5252 Clay Ave SW.
5. Schreiber, Inc. is requesting the transfer of the personal property components of IFT No. 2008-025-257.
6. Staff has reviewed this request and recommends the City Council approve the transfer of IFT No. 2018-025 to Schreiber Foods, Inc.
7. Public Act 198 requires the City to hold a public hearing on the approval of this transfer.
8. The Wyoming City Council on May 17, 2021 at 7:01 p.m. held a public hearing on whether to approve the transfer of IFT No. 2018-025 to Schreiber Foods, Inc.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the transfer of IFT No. 2018-025 to Schreiber Foods, Inc.
2. The Mayor and City Clerk are authorized to sign the IFT agreement as amended as part of the documentation required to process the transfer.

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 May 17, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Memo
IFT Agreement

Resolution No. _____

STAFF REPORT

Date: April 21, 2021
Subjects: Transfer of IFT No. 2018-025 to Schreiber Foods, Inc.
From: Jennifer Stowell, Administrative Assistant to the City Manager
Meeting Date: May 17, 2021

RECOMMENDATION:

Adopt the Resolution Approving Transfer of 1974 PA 198 Property Tax Exemption to Schreiber Foods, Inc.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is served when the city has thriving businesses providing employment opportunities and tax base and providing certain economic development incentives can help support such businesses. Transfer of ownership of business assets to a new owner that will continue their use to produce products and provide similar employment and tax base does not alter the purpose for which the incentives were initially provided.

Safety – Safety will not be affected by this resolution.

Stewardship – Good community stewardship requires a robust business climate. Such a business climate is enhanced when the city stands by incentives provided to a previous business owner.

BUDGET IMPACT:

The proposed resolution should have no impact on the city's budget.

DISCUSSION:

Schreiber Foods, Inc recently acquired Agropur, Inc. The organization will continue to use the location to produce many of the same products, which remains consistent with the purposes for which the city initially granted the tax exemption.

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of May 17, 2021 between the City of Wyoming, a Michigan municipal corporation the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and Schreiber Foods, Inc, a corporation, the address of which is 5252 Clay Ave SW, Wyoming, MI 49548 (the “Company”).

RECITALS

- A. Pursuant to 1974 PA 198, as amended, MCL 207.551 *et seq.* (“Act 198”), the City Council may, after a public hearing, approve an application for an industrial facilities exemption certificate.
- B. Act 198 also requires a written agreement between the City and the Company.
- C. This Agreement is intended to ensure that the industrial facilities exemption certificate will result in the employment and tax base enhancements that provided the reasons for the City Council to approve it and that the certificate, once granted, will not impair the soundness of any taxing unit whose tax revenues will be affected by the granting of the certificate.
- D. The Company filed an application for a transfer of existing tax abatement, known as Industrial Facilities Exemption Certificate #2018-025, established pursuant to Act 198, a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- E. Following a public hearing on May 17, 2021, the City Council adopted a resolution to transfer the tax abatements for the remaining period of nine (9) years, conditional upon the parties entering into this Agreement (the “Tax Abatement”) for the property located at 5252 Clay Ave SW, in the City (the “Site”).
- F. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the Tax Abatement.

TERMS AND CONDITIONS OF ORIGINAL AGREEMENT DATED 2018

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

- 1. The Company affirmed in the original application and the statements at the public hearing that it would invest not less than \$2,900,000.00 in improvements to its property in the City and that at least 161 and 52 new job(s) were created at the Site because of the original investment. The Company further pledged that those improvements would remain in place at the Site or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the original Tax Abatement and the jobs created and maintained will remain at the Site for at least 2 years after the expiration of the term of the Tax Abatement.
- 2. The City is relying upon, and the Company agrees the City may rely upon, the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted (2018) and each December 31 thereafter the Company shall submit a letter to the City, stating:
 - (a) The number of new jobs projected in the Application to be created and retained at the Site upon the project’s completion and the actual number of new jobs created and retained at the Site.

- (b) The number of employees at the Site at the time of the Application and the current number of employees at the Site.
 - (c) The estimated project cost stated in the Application and the actual project cost.
- 4. Upon receipt of the letter provided for in the preceding paragraph:
 - (a) The City may either:
 - (1) Apply the criteria in the City's Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Tax Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels at the Site and project costs as stated in the letter, or
 - (2) If the number of new jobs at the Site or the cost of the project is substantially below that stated in the Application, the City Council may recommend revocation of the Tax Abatement.
 - (b) The City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Tax Abatement if:
 - (1) The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or
 - (2) Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made Application.
 - (c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.
- 5. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Tax Abatement as granted.
 - (a) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations at the Site, or the City determines that the Company has discontinued or substantially curtailed its operations at the Site, or the company no longer employs at the Site the number of employees represented in the Application and in this Agreement:
 - (1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and
 - (2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.
 - (b) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the Company contends in any appeal taxable value of its property at the Site should be less the Company's cost to acquire the property and construct and install the project plus the value of the property prior to undertaking the project, as reflected in the Application, any certification made by the Company under Act 198, any letters filed with the City pursuant to this Agreement, or any other statements made by or on behalf of the Company in applying for or complying with the terms of the Tax Abatement and this Agreement:
 - (1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and
 - (2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.

(c) In making any decision under the preceding subparagraphs (a) or (b), the City Council shall consider whether:

(1) Due to events or conditions which were unforeseeable by either party on the date of this Agreement, and absent the fault of either party, it has become impossible or commercially impractical for the Company to continue its operation at the Site; or

(2) The Company has substantially complied with all requirements of this Agreement, such that the Company's failure to comply fully with all requirements was neither willful nor intentional, and the City has reasonably received the benefits anticipated from granting the Tax Abatement.

(d) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

6. This Agreement is entered into according to Section 22 of Act 198, as amended, MCL 207.572, is in addition to the other requirements of Public Act 198, and does not modify or waive any requirements of Act 198.

7. This is the entire agreement between the parties as to its subject matter. No unwritten agreements shall have any effect. This Agreement may be modified only with a written agreement signed by both parties following approval of the City Council.

The parties have signed this Agreement as of the date first written above.

CITY OF WYOMING

SCHREIBER FOODS, INC.

By: _____
Jack A. Poll, Mayor

By: _____

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 2021

Date signed: _____, 2021

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH AND AUTHORIZE THE PURCHASE OF
EQUIPMENT REQUIRED TO TRANSITION TO A NEW DISPATCH SYSTEM

WHEREAS:

1. As detailed in the attached Staff Report, emergency services in Kent County have been working on a transition from a decades old analogue communication system to a new 800 Mhz digital frequency.
2. The implementation has begun and Wyoming was able to participate with bids awarded by other agencies.
3. Some equipment was needed immediately for safety reasons and because of this the City Manager approved emergency purchase of these items.
4. The combined cost for the purchase for this critical equipment is estimated to be \$49,452.15.
5. Funds for the purchase of the communications equipment are available in account number 101-301-31500-980.139.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the emergency purchase of the equipment.
2. The City Council does hereby authorize the purchase of additional equipment for the system.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 17, 2021.

ATTACHMENTS:

Staff Report
Quotes
Invoices

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 11, 2021
Subject: Public Safety – Communications Equipment
From: Captain James Maguffee
Meeting Date: May 17, 2021

RECOMMENDATION:

It is recommended City Council allow the Public Safety Department to purchase equipment required to transition to a new 800 Mhz dispatch system affecting all emergency services in Kent County.

COMMUNITY, SAFETY, STEWARDSHIP:

A county wide communications upgrade is taking place in the emergency and dispatch communications infrastructure. New equipment is required to implement the improved system. This will make emergency communications more reliable, safe, and secure. Much of the equipment is being made available to us via a cooperative bid system and getting the needed equipment now, through this process, will allow for considerable cost savings.

DISCUSSION:

Emergency service providers in Kent County have been working on a transition from a decades old analogue communication system to a new 800 Mhz digital frequency for many years. The system implementation has been expected but delayed multiple times in recent months. That implementation has finally begun.

We were able to join approved bids to receive the best available pricing on much of the equipment. Funding has already been approved and allocated by the city manager. As the system went live in April of 2021, we learned that some equipment was needed immediately for safety reasons, as emergency communication became compromised in some situations. Because of this, the City Manager approved emergency purchase ordering of some items. All items and approximate costs are listed below:

1. (14) Blue Tooth Mission Critical Wireless Earpiece w/12” cable for the Tactical Bicycle Team.
\$243.38 each /\$3,407.32 total.

2. (4) Set-com Super mics for Police Motorcycles
\$849.00 each/\$3,396.00 total.
3. (1) 6 place bank portable battery charging station for the Tactical Arrest Team.
\$1,031.25 each/\$1,031.25 total.
4. (17) Silyn Tactical Headsets and attachments for Tactical Arrest Team.
\$600.09 each/\$10,201.58 total.
5. (12) Mobile APX600 Police Radios.
\$2,618.00 each/\$31,416.00 total.

BUDGET IMPACT:

The combined cost for this critical equipment is \$49,452.15. It has been approved by City Manager Holt and the funding is allocated and available in budget line 101-301-31500-980.139.

Billing Address:
WYOMING, CITY OF
WYOMING POLICE DEPT, CITY
OF
2300 DEHOOP
WYOMING, MI 49509
US

Quote Date:05/12/2021
Expiration Date:08/10/2021
Quote Created By:
Melanie Leenhouts
Senior Account Manager
Melanie.Leenhouts@
motorolasolutions.com
616-706-1723

End Customer:
WYOMING, CITY OF
Lt. Easterhouse
easterlym@wyomingmi.gov
+1.616.530.7300

Contract: 35115 - STATE OF MICHIGAN,
MA# 190000001544

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	NTN2570C	ASSEMBLY ACCESSORY WIRELESS ACCY KIT NFP 12 CABLE	14	\$324.50	\$243.38	\$3,407.32
2	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA- PLUG, ACC USB CHGR	1	\$1,375.00	\$1,031.25	\$1,031.25

Grand Total

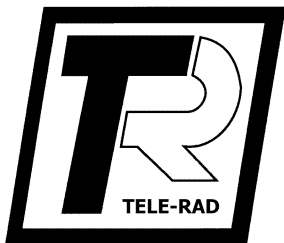
\$4,438.57(USD)

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



511 E. 8th St.
 Holland MI 49423-3759
 (616) 396-3541 Fax: (616) 392-9707

QUOTATION

QUOTE NO.: 48977 - 00 EC
 DATE: 10/02/20
 TERMS: NET 15 DAYS
 DELIVERY: DROP OFF TO CUSTOMER
 Please reference Quote No. on
 Correspondence & purchase orders.
 Quote expires: 12/18/2020

1WYOPD
 TO: WYOMING POLICE DEPARTMENT
 2300 DEHOOP AVENUE S.W.
 WYOMING, MI 49509

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
4	Setcom Supermic SWE-1MZ4 ** EMAIL INVOICES TOO ap@wyomingmi.gov** Pat will deliver to customer. Wyoming PD Motorcycles for use with Apex 6000 800 Mhz Portable radios.	849.00		3,396.00
		Item summary		3,396.00
		Subtotal		3,396.00
		Sales Tax		.00
		GRAND TOTAL:		3,396.00

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE. TERMS SUBJECT TO CREDIT REVIEW

***Orders over \$50,000 may require a 25% down payment to be invoiced at time of order.**
***Unpaid balances over 30 days are subject to 1.5% monthly interest charge (18% annually).**
***Your purchase of MOTOTRBO radios includes a 5 year essential services warranty and software support package.**
Additional investment may be required to extend essential service after 5 years.

BY **PATRICK MCBRIDE** 7013

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT. SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted

by _____ P.O. No. _____
 LEGAL NAME OF PURCHASER

_____ Date _____
 AUTHORIZED SIGNATURE

Silynx Communications Inc
 45945 CENTER OAK PLAZA, Suite 125
 Sterling, VA 20166-6583
 United States
 Tel.: (571) 748-7152, Fax: (703) 343-1958



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To:
 Wyoming Dept of Public Safety
 2300 De Hoop Avenue SW
 Wyoming, MI 49509
 Tel.: 616-834-5665

Ship to:
 Wyoming Dept. of Public Safety
 2300 De Hoop Avenue SW
 Wyoming, MI 49509
 Attn: Eric Wiler
 Tel.: 616-834-5665

Order Date: 05/11/21
Print Date: 05/11/21

Confirmation of Order SO21000242

Ln	Part Number	Bar Code	Part Description	Due Date	Quantity	Order Balance	Unit Price	Unit Price + Tax	Extended Price
1	CXPRQH-B-002	*CXPRQH-B-002*	CLARUS XPR, modular, APX adaptor cable, Black	07/11/21	17.00 ea	17.00 ea	USD 747.0000	USD 747.0000	12,699.00
2	Shipment	**	Shipping Cost	07/11/21	1.00 ea	1.00 ea	USD 52.9700	USD 52.9700	52.97

Order Bar Code: *SO21000242*
 Your Order: Lt. Eric Wiler
 Price Quotation: PQ21000103
 Customer Number: 100988
 Current Version: 1

Total Price	12,751.97
Overall Disc. (20.00%)	2,550.39
Tax	0.00
TOTAL	USD 10,201.58

UPS Ground

Kate Walton
 Silynx Communications Inc



KENT CO.
DISPATCH AUTHORITY

QUOTE/Invoice

DATE: 4/14/2021

Quote/Invoice #: 20210414

TO: WYOMING PUBLIC SAFETY
ATTN: MARK EASTERLY

PLEASE REMIT PAYMENT TO:

KENT COUNTY DISPATCH AUTHORITY
1155 28TH STREET
PO BOX 905
WYOMING MI 49509

DESCRIPTION	QUANTITY PURCHASED	PER UNIT COST	TOTAL
Excess Radio Purchase			
Model: APX6000	6	\$2,618.00	\$15,708.00
Model: APX6000XE -GREEN	0	\$2,618.00	-
Model: APX6000XE	0	\$2,618.00	-
Excess Fire Pager Purchase			
Unication Pager	0	625.50	0
Total Due			\$15,708.00

Serial Numbers will be assigned to your agency and they will be programmed, assigned, and distributed with the other radios/pagers your agency is receiving. If you would like this handled differently, please let me know. Thank you.

Questions: Jen DeHaan
KCDispatchAuthority@gmail.com
616-262-1343

THANK YOU!



KENT CO.
DISPATCH AUTHORITY

QUOTE/Invoice

DATE: 4/162021

Quote/Invoice #: 20210406

TO: WYOMING PUBLIC SAFETY
ATTN: MARK EASTERLY

PLEASE REMIT PAYMENT TO:

KENT COUNTY DISPATCH AUTHORITY
1155 28TH STREET
PO BOX 905
WYOMING MI 49509

DESCRIPTION	QUANTITY PURCHASED	PER UNIT COST	TOTAL
Excess Radio Purchase			
Model: APX6000	6	\$2,618.00	\$15,708.00
Model: APX6000XE -GREEN	0	\$2,618.00	-
Model: APX6000XE	0	\$2,618.00	-
Excess Fire Pager Purchase			
Unication Pager	0	625.50	0
Total Due			\$15,708.00

Serial Numbers will be assigned to your agency and they will be programmed, assigned, and distributed with the other radios/pagers your agency is receiving. If you would like this handled differently, please let me know. Thank you.

Questions: Jen DeHaan
KCDispatchAuthority@gmail.com
616-262-1343

THANK YOU!

RESOLUTION NO. _____

RESOLUTION TO APPROVE CHANGE ORDER NUMBER TWO FOR THE
BURLINGAME WATER STORAGE TANKS AND PUMP STATION CONSTRUCTION PROJECT

WHEREAS:

1. On July 6, 2020, City Council adopted Resolution number 26728 accepting a proposal from Prein & Newhof to perform construction oversight services for the Burlingame water storage tanks and pump station construction.
2. As detailed in the attached staff report, soil testing revealed lead content in the soil.
3. It is recommended the City Council approve change order number two authorizing Davis Construction, Inc. to remove, dispose and replace the contaminated soil in the amount of \$37,705.85.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve change order number two in the amount of \$37,705.85.

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 May 17, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Change Order

Resolution No. _____

STAFF REPORT

Date: May 11, 2021

Subject: Burlingame Water Storage Tank Site Soil Contamination

From: Robert Veneklasen, Water Plant Superintendent

Meeting Date: May 17, 2021

RECOMMENDATION:

It is recommended the City Council approve the change order to the construction contract for the Burlingame Pump Station Improvements by Davis Construction, Inc. for the removal, disposal, and replacement of soils contaminated with lead residue.

COMMUNITY, SAFETY, STEWARDSHIP:

The remediation of the soils surrounding the water storage tanks eliminates any possible exposure to a lead hazard by anyone entering the site. Removal of the lead contaminated soil is an environmentally sound and socially responsible solution for the long-term viability of this water storage and pumping facility site.

DISCUSSION:

The Burlingame water storage tank and pumping station site rehabilitation project began with the removal of the old protective coating on the two steel, 2.5-million-gallon capacity tanks followed by application of a new protective coating. One of the final steps in the process is testing of the surrounding soil for lead contamination to ensure the contractor properly cleaned the site and disposed of material properly.

The final testing revealed there was lead content in the soil that was not attributed to the contractor but was likely a legacy residue from previous tank refurbishments. Soil testing was performed by Prein & Newhof to identify the extent of contamination and develop a scope for remediation. It was determined that an area surrounding the two tanks twelve feet wide and one foot deep, or approximately 400 cubic yards, was sufficient to remove any contamination.

Due to the current construction of the new pump station and associated piping it was felt that timing and logistical conflicts could be avoided by utilizing the subcontractor on site to perform this task. Upon a review of the construction contract schedule of values it became apparent that the allowance for the new electrical service would not be utilized, leaving the ability to effect a change order to the construction contract without adding additional cost. A change order was drawn up by Prein & Newhof and signed by Davis Construction, Inc. displaying this outcome.

This approach to resolve the contaminated soil situation will avoid any conflicts and delays in the completion schedule for the Burlingame project.

BUDGET IMPACT:

The change order cost is \$37,705.85 for the complete removal, disposal, and restoration of approximately 400 cubic yards of soil. This change order will not affect the approved contract cost of \$1,984,099.00 from the capital outlay account 591-591-57300-986.444.

Change Order

For (project): Burlingame Pumping Station					Change No. 1	
From (Contractor): Davis Construction					Date: 2/26/2021	
ITEM		VALUE			CHANGE	
Item No.	Description of Change	Quantity	Unit	Unit Price	Total Value	Decrease in Contract Price
1	Reduction in Electric Utility Allowance	-1	LSUM	\$37,705.85	-\$37,705.85	37,705.85
2	Remove and Load Topsoil	1	LSUM	\$2,600.00	\$2,600.00	2,600.00
3	Haul and dispose of topsoil	620	tons	\$29.85	\$18,507.00	18,507.00
4	Furnish and place sand (loose cyd)	365	cyd	\$16.00	\$5,840.00	5,840.00
5	Furnish and place topsoil (loose cyd)	185	cyd	\$24.00	\$4,440.00	4,440.00
6	Remove stumps (4)	1	LSUM	\$1,200.00	\$1,200.00	1,200.00
7	Seeding	12,000	sft	\$0.24	\$2,880.00	2,880.00
8	GC Markup (5%)					1,773.35
9	Bonds and Insurance (1.25%)					465.50
Change Totals						\$37,705.85
Net Change In Contract Price						\$0.00

Davis Construction, Inc.

City of Wyoming - Burlingame Pump Station

Change Proposal - Remove and Replace 12" Topsoil 15' wide around two tanks

Prepared By: PE

May 7, 2021



Davis Job# C701

Item	Description	Labor Hours	Labor Rate	Labor Total	Materials	Tools/Equip	Subcontract	Line Item Total
1	Velting - Remove and Load Topsoil - Lump Sum			-			2,600.00	2,600.00
2	Velting - Haul Off and Dispose of Topsoil (Est. 620 Tons @ \$29.85/Ton))			-			18,507.00	18,507.00
3	Velting - Import and Place Sand (Est. 365 CY (Loose) @ \$16.00 / CY)			-			5,840.00	5,840.00
4	Velting - Import and Place Topsoil (Est. 185 CY (Loose) @ \$24.00 / CY)			-			4,440.00	4,440.00
5	Velting - Remove Stumps - Lump Sum			-			1,200.00	1,200.00
5	Twin Lakes Landscaping - Seeding (Est. 12,000 SF @ \$0.24 / SF)			-			2,880.00	2,880.00
				-				-
				-				-
				-				-
				-				-
	Subtotals			-	-	-	35,467.00	35,467.00

Notes:
 (1) Bulletin Work to be completed on a unit price basis based on pricing from subcontractors plus Davis 5% markup for OH&P and 1.25% for Bonds and Insurance
 (2) Density Testing is NOT included
 (3) For budgeting purposes, estimated quantities have been increased 15%. Payment will be for actual quantities.

Self Perform Work	-
Mark up on Self Perform Work: 15%	-
Subcontractor Work	35,467.00
Mark up on Subcontractor Work: 5%	1,773.35
Subtotal	37,240.35
Bonds & Insurances 1.25%	465.50
Total Quote	37,705.85
Additional Time Required	7 Days

VELTING CONTRACTORS, INC.

**COMMERCIAL EXCAVATORS
SEWER AND ROAD CONTRACTORS**

1105 Electric Avenue
Wayland, Michigan 49348

P R O P O S A L

DATE: May 4, 2021
 TO: Peter Elzinga – Davis Construction
 RE: Bulletin No. 2 – Pricing Submittal
 Project: City of Wyoming, Water Supply System Improvements
 Contract No. 1 Burlingame Pumping Station

We propose to provide labor and equipment to complete the work as described in Bulletin No. 2 dated May 3, 2021.

1. Pricing for the removal of the top 12 inches of soil within 15 feet of the edge of the exterior tank walls of both reservoirs in the area shown in the bulletin sketch. The estimated in-place volume of these soils is 400 cubic yards.

Strip, stage & load topsoil: \$2,600.00 lump sum

2. Pricing for the proper disposal of the soils in a Class II landfill.
 - Actual quantity established from certified landfill scale slips.
 - Estimated 400 cy in-place @ 1.35 factor = Approximately 540 tons.

Hauling, Tipping Fee & County Tax: \$29.85 per ton

3. Pricing for replacement of the removed topsoil with the same volume of clean fill soil the top 4 inches of which shall be topsoil as required in the “Specifications for Surface Restoration” included in the existing Contract.
 - Actual quantity established from truck tickets in loose as delivered loads.

Clean fill, provide & place: \$16.00 per cubic yard

- Estimated 265 cy in-place @ 20% swell = 318 cy + required

Screened topsoil, provide & place by machine: \$24.00 per cubic yard

- Estimated 134 cy in-place @ 20% swell = 160 cy + required

Price does not include density testing, existing stump removal, seeding, or landscaping.

Option: Grind 4 stumps whole root ball in the ground within defined area: **ADD \$1,200.00**

Sincerely,

Brad Waayenberg

Brad Waayenberg

Vice President of Estimating

Building Quality Infrastructure Through Generations of Integrity, Experience and Service
 AN EQUAL OPPORTUNITY EMPLOYER

Date: May 3, 2021

To: Peter Elzinga, Davis Construction

From: Peter Brink, P.E., Prein&Newhof

Project Title: City of Wyoming, Water Supply System Improvements – Contract No. 1 Burlingame Pumping Station

Project #: 2180582

Background:

As part of the Contract 2 reservoir rehabilitation project, it was determined that the top 12 inches of soil within 15 feet of the exterior reservoir tank walls had lead levels above acceptable exposure limits. This bulletin includes removal and proper landfill disposal of contaminated soils.

General Scope:

Please provide pricing for the following items:

1. Pricing for the removal of the top 12 inches of soil within 15 feet of the edge of the exterior tank walls of both reservoirs in the area shown in the attached sketch. The estimated in-place volume of these soils is 400 cubic yards.
2. Pricing for the proper disposal of the soils in a Class II landfill.
3. Pricing for replacement of the removed topsoil with the same volume of clean fill soil the top 4 inches of which shall be topsoil as required in the “Specifications for Surface Restoration” included in the existing Contract.

Contractor shall be responsible for all sampling and testing required by the receiving landfill. Results of any sampling shall be provided to the Owner and Engineer. Contractor shall also supply load tickets from the receiving landfill for all material disposed.

Do not hesitate to call if we can be of assistance.

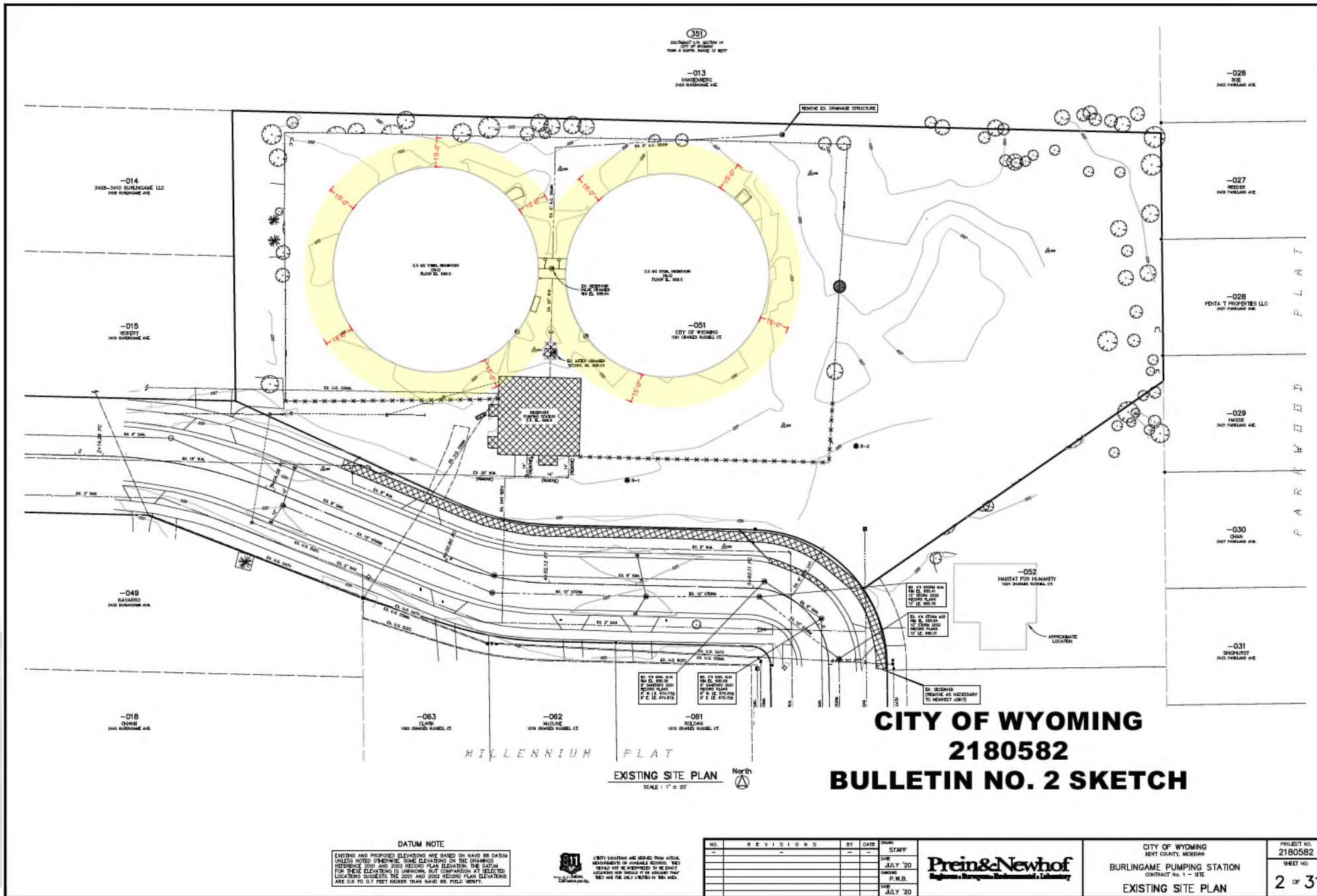
Sincerely,

Prein&Newhof



Peter W. Brink, P.E.

Enclosures: Bulletin No. 2 Sketch



CITY OF WYOMING
2180582
BULLETIN NO. 2 SKETCH

MILLENNIUM PLAT
 EXISTING SITE PLAN
 SCALE: 1" = 30'

DATUM NOTE
 EXISTING AND PROPOSED ELEVATIONS ARE BASED ON NAVD 83 DATUM UNLESS NOTED OTHERWISE. SOME ELEVATIONS ON THE DRAWINGS REFERENCE 2000 AND 2002 RECORD PLAN ELEVATION. THE DATUM FOR THESE ELEVATIONS IS UNKNOWN, BUT COMPARISON AT SELECTED LOCATIONS SUGGESTS THE 2001 AND 2002 RECORD PLAN ELEVATIONS ARE 0.5 TO 0.7 FEET HIGHER THAN NAVD 83 FIELD MEASUREMENT.

NOTICE
 EVERY LOCATION AND DIMENSION SHOWN ON THIS DRAWING IS BASED ON AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS AND DIMENSIONS UNLESS THEY ARE THE ONLY DIMENSIONS SHOWN.

NO.	REVISIONS	BY	DATE	DRAWN BY	STAFF
1					
2					
3					
4					
5					

Prein & Newhof
 Engineers • Surveyors • Environmental • Laboratory

CITY OF WYOMING
 NENT COUNTY, WYOMING
 BURLINGAME PUMPING STATION
 CONTRACT NO. 1 - SITE
 EXISTING SITE PLAN

PROJECT NO.
 2180582
 SHEET NO.
 2 OF 31

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT
FOR THE YARD DISCHARGE PIPING IMPROVEMENTS

WHEREAS:

1. Formal bids have been obtained on the below listed item.
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 item as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Cost
Yard Discharge Piping Improvements	Kamminga & Roodvoets, Inc.	\$6,993,691.00

2. It is further recommended the City Council authorize an extra 11% or \$770,000.00 of the bid value for construction contingency.
3. The City Council does hereby authorize the Mayor and City Clerk to execute the contract for the yard discharge piping improvements.

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 May 17, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Letter

Contract

Resolution No. _____

STAFF REPORT

Date: May 5, 2021
Subject: Water Treatment Plant Yard Discharge Piping Improvements
From: Robert Veneklasen, Water Plant Superintendent
Meeting Date: May 17, 2021

RECOMMENDATION:

It is recommended the City Council authorize the Mayor and City Clerk to execute a contract with Kamminga & Roodvoets, Inc. to perform the Water Treatment Plant Yard Discharge Piping Improvements in the amount of:

Base Bid	\$6,993,691
Contingency	\$770,000
Total	\$7,763,691

COMMUNITY, SAFETY, STEWARDSHIP:

The improvements to the high service discharge piping located in the front yard area of the water treatment plant will ensure an adequate supply of water with improved reliability for many years of service.

DISCUSSION:

Water Plant staff have been working with our consulting engineer partners, Prein & Newhof, on a project to comprehensively redesign and construct the water treatment plant's yard piping. This necessary improvement project is the result of the pipe inspection that followed the failure and subsequent leak of the 54" transmission main directly in front of the water treatment plant in August of 2020.

Specifications were posted and distributed to contractors, and sealed bids were opened May 4, 2021. Two responsive bids were received on the project and are as follows:

Kamminga & Roodvoets	\$6,993,691.00
Jackson-Merkey Contractors	\$7,249,321.00

Kamminga & Roodvoets (K&R) was the low bidder with a bid price of \$6,993,691.00. Our consulting engineer, Prein & Newhof (P&N), has followed up with K&R post-bid and assures us that they have a complete understanding of the project and that they have a high quality sub-contracting team lined up. Based upon P&N's recommendation and our own experience with K&R, we are recommending that their bid be accepted. The bid tabulation and the engineer's letter of recommendation are attached.

BUDGET IMPACT:

The project cost of \$7,763,691.00 is to be funded out of the capital outlay account # 591-591-57300-986.444, and has been budgeted for FY22.

May 5, 2021
2200689

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

RE: Water Treatment Plant - Discharge Piping Improvements

Dear Bob:

Bids were received on May 4, 2021 for the above referenced project. Two responsive bids were received on the project and are as follows:

Kamminga & Roodvoets	\$6,993,691.00
Jackson-Merkey Contractors	\$7,249,321.00*

Jackson-Merkey Contractors had a minor mathematical error in their bid proposal and the bid number above reflects the correction. The correction did not change the apparent low bidder.

Kamminga & Roodvoets was the low bidder with a bid price of \$6,993,691.00.

Post bid Prein&Newhof followed up with Kamminga & Roodvoets to confirm their project understanding, confirm bid completeness, and review proposed sub-contractors. Based on the conversation, Kamminga & Roodvoets appears to have a good understanding of the project and have a quality subcontracting team.

Kamminga & Roodvoets has constructed numerous projects of similar scope with successful outcomes for the City. We recommend awarding the project to Kamminga & Roodvoets.

If you have any questions or need anything further feel free to contact me.

Sincerely,

Prein&Newhof



Mark R. Prein, P.E.

Enclosures: Bid Tabulation

Bid Tabulation Summary

Bid Date: 4-May-21	Bid Time (Local): 11:00 a.m.
Owner: City of Wyoming	
Project Title: WTP Discharge Piping Improvements	
Project #: 2200689	

Number	Contractor Name	Bid Amount
1st	Kammaing & Roodvoets	\$6,993,691.00
2nd	Jackson-Merkey Contractors	\$7,249,321.00 *

*Denotes correction made by Engineer

CITY OF
Wyoming
MICHIGAN

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

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

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

"Effective Date" means: May 17, 2021.

"Items" means the parts, equipment or other items or services the City is purchasing from the Contractor as itemized in the Proposal.

"Proposal" means the Contractor's proposal attached as Exhibit B.

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

"Contractor" means: Kamminga & Roodvoets, Inc.
[Name of contracting entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3435 Broadmoor SE
[Contractor's street address]
Grand Rapids, MI 49512
[Contractor's city, state & zip]

TERMS AND CONDITIONS

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

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

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

4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Contractor.

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

CITY OF WYOMING

Kamminga & Roodvoets, Inc.

By: _____
Jack A. Poll, Mayor

By: _____
[Signature officer, director or principal of Contractor]
Karl Klynstra, VP Estimating
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: May 11, 2021

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to any contract awarded pursuant to the request for bids/proposals. By submitting a signed bid/proposal, the proponent is attesting it complies with and promises its will comply with these Standard Terms and Conditions, except to the extent the proponent's bid/proposal identifies any specification, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified and proposes specific modifications.

Because these are contract terms and conditions, the term "Contractor" is used to refer to the proponent to whom the contract is awarded.

1. **Legal Compliance.** Contractor, all Contractor's subcontractors, all Contractor's suppliers, all Contractor's consultants, and all of their respective personnel shall comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules and regulations.
2. **Permits and Inspections.** Unless the plans and specification or the submitted bid/proposal states otherwise, Contractor shall, without expense to the City, obtain all necessary licenses and permits required to lawfully perform the Work under the contract and shall furnish copies of those licenses and permits to the City prior to commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.
3. **Grant Compliance.** If state or federal grant funds are identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents has reviewed the grant agreement and (ii) it agrees to comply with any grant agreement terms and conditions that apply to the contract.
4. **Qualifications.** Contractor represents and promises that:
 - A. Contractor, any personnel engaged by Contractor, any subcontractor and consultant of Contractor, and any personnel engaged by such subcontractors and consultants, must have and must maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply the materials required by the contract.
 - B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. If the contract is for a Community Development Block Grant (CDBG) or other federal and/or state funded project, Contractor and subcontractors are not listed on the United States Department of Housing and Urban Development (HUD) listing of debarred and suspended participants.
 - D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - E. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
 - F. Contractor and subcontractors may be required to obtain clearance or sign forms consenting to review by and clearance from state or federal agencies that enforce or review compliance with these requirements.
5. **Diversity and Inclusion.** Contractor and all Contractor's subcontractors, suppliers and consultants, will not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment, or matters related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a particular job or position. Contractor and all

Contractor's subcontractors, suppliers and consultants will comply with all applicable laws, rules, regulations regarding discrimination and inclusion (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the following website: <https://www.eeoc.gov/>).

6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:
 - A. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the contract; (ii) any act that creates an appearance of impropriety with respect to the award or performance of the contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the bid/contract.
 - B. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal.
 - C. Contractor will immediately notify the City of any subsequently discovered violation of these standards.
7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
8. Payment to Contractor.
 - A. Contractor and all its subcontractors, suppliers and consultants shall, before beginning the Work, complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).
 - B. Payments to Contractor will be made in accordance with the contract and specifications. If no other terms are provided, payment of an invoice to the City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.
 - C. Payment disputes will be resolved as provided in the contract. If no other provisions apply, the City will pay the undisputed amount and the disputed amount will be held in a non-interest bearing account until the dispute is resolved.
9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any such action.
10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the plans, specifications or contract call for the use, installation or acquisition for City use of any materials, equipment, supplies or other items:
 - A. Unless otherwise stated in the plans, specifications or proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.
 - B. Specifications in this request for bids/proposals are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The City shall be the sole judge of equivalency. Contractors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid/proposal.
 - C. The City reserves the right to request samples. Contractor shall provide samples as requested to the City at Contractor's own expense within 10 days of bid opening. Samples will not be returned.

- D. Contractor shall provide the City all manufacturer parts lists, assembly or maintenance information, and any other documents provided by the manufacturer or any items provided or installed under the contract, and shall ensure any warranties for such items are held by or assigned to the City.
 - E. If quantities are listed in this request for bids/proposals, the quantities are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.
 - F. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Bid prices shall be quoted delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid/proposal pricing unless otherwise specified in the bid or expressly stated in Contractor's proposal/bid.
 - G. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with applicable laws, rules and regulations. Contractor shall retain and, upon request, provide the City copies of any required manifest or other disposal documentation.
11. Restoration. Unless the plans and specifications state otherwise, Contractor shall restore, without expense to the City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, the City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost the City incurs to do so from any amounts due Contractor.
 12. Access to Work. City personnel, the City's design professional(s), and City representatives must always have access to all parts of the work and will be furnished such information and assistance by the Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.
 13. Taxes. The City is generally exempt from federal and state taxes, including state sales and use taxes, and a copy of its certificate of tax exemption can be requested by contacting the City Finance Department.
 - A. Quotations must be separated to show the amount to be added for taxes of any kind if applicable.
 - B. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.
 - C. On construction projects state sales taxes are applicable on materials only.
 14. Records. Because the City is a public entity and because it receives funds from other governmental agencies: (i) the City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that the City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 6 years after completion of the contract. Contractor shall, within 2 City business days of any City request, allow inspection, auditing and copying of all retained records.
 15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:
 - A. No right or duty of Contractor under the contract may be assigned or delegated without the City's prior written consent.
 - B. The contract will be binding on Contractor's successors and permitted assigns.
 - C. No other individuals or entities are intended to be beneficiaries of the contract.
 16. Independent Contractor. Contractor and all Contractor's subcontractors and consultants are wholly independent of the City and none of any of their personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions and statements of Contractor's personnel and is also responsible for the personnel of Contractor's subcontractors and consultants. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the contract. Except for payment of the contract price, the City has no responsibility to supervise, compensate or insure Contractor, Contractor's subcontractors or consultants or any of their personnel.
 17. Disputes/Remedies. Unless the contract or specifications otherwise provide the following applies to any dispute about the bid/proposal, contract award, or any resulting contract:
 - A. In case of Contractor's default, the City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time

is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances the City reasonable determines makes time of the essence and (ii) after at least written notice to Contractor with an opportunity to appeal the decision to the City Council at its next meeting.

- B. Before filing any lawsuit, a party shall first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.
- C. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.
- D. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. By submitting a bid/proposal a proponent is agreeing to this jurisdiction and venue.
- E. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.
- F. Discrepancies in Plans and Specifications
 - 1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 2 of this Request for Bids document, who will correct such discrepancies, errors, or omissions in writing.
 - 2. In resolving discrepancies among two or more sections of the Contract Documents, precedence shall be given in the following order:
 - Contract/Purchase Order
 - Bid Proposal on the City's Form - without any additions or changes
 - Technical Bid Specifications
 - Instructions to Bidders
 - General Bid Information
 - City Contract Standard Terms and Conditions
 - Drawings
 - 2005 City of Wyoming Standard Specifications for Construction\Prequalification Documents
 - 3. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

18. General Terms.

- A. These terms and conditions may not be amended or modified except in writing signed by Contractor and the City. These terms and conditions shall not be affected by any course of dealing.
- B. The captions are for reference and will not affect the interpretation of these terms and conditions.
- C. The contract is made in Kent County, Michigan.
- D. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.
- E. Reference by office to any City officer includes that City officer's designee(s).

RISK ALLOCATION AND INSURANCE

1. Risk Allocation.

- A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.
- B. Contractor shall hold the City and the City's officers and employees harmless from, indemnify for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City as a result of Contractor's Work under or performance of the contract. Contractor shall reimburse the City for or pay in the City's stead any costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of the contract.
- C. For professional services contracts with a Michigan-licensed architect, professional engineer, landscape architect, or professional surveyor, Contractor's obligation under 1.B shall be limited as provided by 1966 PA 165, MCL 691.991.

2. Insurance.

- A. Unless otherwise provided in the specifications, Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$1,000,000 General Aggregate Limit \$1,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, (v) Prein&Newhof, (vi) Black & Veatch, (vii) Ottawa County Road Commission, (viii) Park Township, (ix) Port Sheldon Township, and (x) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence	Shall include an endorsement stating the following shall be Additional Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, (v) Prein&Newhof, (vi) Black & Veatch, (vii) Ottawa County Road Commission, (viii) Park Township, (ix) Port Sheldon Township, and (x) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes Waiver of subrogation, except where waiver is prohibited by law.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
EXCESS/UMBRELLA INSURANCE	
<p>Coverage is required if the amount stated below is more than \$0.</p> <p>Amount required \$5,000,000</p> <p>Otherwise, such coverage may be used to meet liability limits as provided in the adjoining column.</p>	<p>Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).</p> <p>Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i>: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, (v) Prein&Newhof, (vi) Black & Veatch, (vii) Ottawa County Road Commission, (viii) Park Township, (ix) Port Sheldon Township, and (x) all authorized agents of the foregoing.</p> <p>Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.</p>
OWNERS CONTRACTORS PROTECTIVE	
<p>Coverage is required if the amount stated below is more than \$0.</p> <p>Amount required:</p> <p>\$1,000,000 (Each Occurrence)</p> <p>\$2,000,000 (General – Aggregate).</p>	<p>The City of Wyoming shall be “Named Insured” on said coverage. A thirty (30) day, ten (10) day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.</p>
ENVIRONMENTAL/POLLUTION LIABILITY	
<p>Coverage is required if the amount stated below is more than \$0.</p> <p>Amount required \$1,000,000.</p>	<p>Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase “tail” coverage, for a minimum of 3 years after the termination of this contract.</p> <p>Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i>: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, (v) Prein&Newhof, (vi) Black & Veatch, (vii) Ottawa County Road Commission, (viii) Park Township, (ix) Port Sheldon Township, and (x) all authorized agents of the foregoing.</p> <p>Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.</p>
PROFESSIONAL LIABILITY	
<p>Coverage is required if the amount stated below is more than \$0.</p> <p>Amount required \$_____.</p>	<p>If this policy is claims made form, then Contractor keep the policy in force, or purchase “tail” coverage, for a minimum of 3 years after the termination of this contract.</p>
BUILDERS RISK PROPERTY INSURANCE	
<p>Coverage is required if the amount stated below is more than \$0.</p> <p>Amount required: Full Contract Amount</p>	<p>Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All Risk form, and cover all property under a Replacement Cost basis. Policy shall name the City of Wyoming as Primary Insured.</p>

- B. Policy(ies), as described above, shall be endorsed to state the following: “Thirty days, ten days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction, and/or material change shall be sent to: City of Wyoming, Purchasing Department, 1155 – 28th Street SW, P.O. Box 905, Wyoming, MI 49509-0905.” Upon the City’s request, Contractor will provide to the City’s Purchasing Department copies of all certificates of insurance, policies and endorsements.

- C. Upon the City's request, Contractor shall also provide the City evidence that all subcontractors performing Work have the same types and amounts of coverage as required of Contractor or that the subcontractors are included under Contractor's policy.
- D. All insurance providers shall be rated "A" rated or better by the A.M. Best Company.
- E. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the Work.

BONDS AND LIENS

1. Bid Bond

- A. A bid bond is required for this project.
- B. If a bid bond is required, it must be in the amount of 5.0% of the bid amount and in the form of EJCDC bid bond form C-430 or another form acceptable to the City attorney. As an alternative to the bid bond, the City will accept a cashier's check to the City in the amount of 5.0% of the bid amount or an irrevocable standby letter of credit in the amount of 5.0% of the bid amount that is in a form and substance acceptable to the City Attorney.

2. Payment Bond

- A. Payment bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Payment bonds must be in the full amount of the contract price. Payment bonds must be in the form of EJCDC payment bond form C-615 or another form acceptable to the City attorney. Payment bonds must be provided before any notice to proceed is issued.
- B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

3. Performance Bond

- A. Performance bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Performance bonds must be in the full amount of the contract price. Performance bonds must be in the form of EJCDC performance bond form C-610 or another form acceptable to the City attorney. Performance bonds must be provided before any notice to proceed is issued.

4. No Liens

- A. Under Michigan law construction liens may not be placed on public projects or the property on which they are built. Therefore, Contractor must not place, allow to be placed, or suffer to be placed any lien against the project or the property on which it is constructed. If any subcontractor, supplier or laborer places any lien against the project or the property on which it is constructed, Contractor must, immediately after learning of it, take any steps needed to secure the release of that lien and Contractor will indemnify the City for any costs the City incurs to secure the release of that lien.

EXHIBIT B

Project Name: WTP Discharge Piping Improvements
Project Number: 2200689

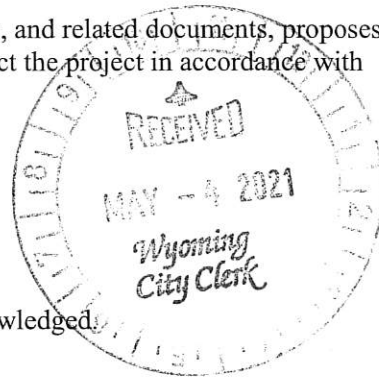
SECTION 00 42 00
BID PROPOSAL

Bid Proposal

Owner:	City of Wyoming		
Owner Address:	City Clerk's Office, Wyoming City Hall, 1155 28 th Street SW, PO Box 905, Wyoming, Michigan, 49509-0905		
Project Title:	WTP Discharge Piping Improvements		
Bid Date & Time:	Tuesday May 4, 2021 at 11:00 am	Project #:	2200689

The undersigned, being familiar with the site, drawings, specifications, and related documents, proposes to furnish all required labor, materials, tools and equipment to construct the project in accordance with the lump sum on the following sheets.

Date Prepared: 5/4/21



Receipt of Addenda

Receipt of Addenda 1 through 3 is hereby acknowledged.

Summary of Bids

Total Bid \$ 6,993,691.00 * PRICING VALID FOR 30 DAYS. LETTER OF INTENT REQUIRED WITHIN 30 DAYS DUE TO VOLATILE STEEL MARKET. **JK**

The Owner reserves the right to accept or reject any or all bids and to waive any irregularities in the bidding. No partial bids will be accepted.

Contractor's Signature

<u>KAMMINGA & ROOZVOETS, Inc.</u>	<u>016-949-0800</u>
Contractor's Name	Telephone Number
<u>3425 BROADMOOR AVE SE</u>	<u>GRAND RAPIDS</u>
Business Address	City
	<u>49512</u>
	Zip Code
<u>[Signature]</u>	<u>VP ESTIMATING</u>
Signature	Title
	<u>5/4/21</u>
	Date

Seal (if bidder is a corporation)

Bid Proposal

Owner:	City of Wyoming		
Owner Address:	City Clerk's Office, Wyoming City Hall, 1155 28 th Street SW, PO Box 905, Wyoming, Michigan, 49509-0905		
Project Title:	WTP Discharge Piping Improvements		
Bid Date & Time:	Tuesday May 4, 2021 at 11:00 am	Project #:	2200689

1. This bid is submitted on the basis of using the following subcontractors:

Pipe Installation K&R

Structural Concrete JEISEMA

Site Work K&R

Paving RIETH-RILEY

Irrigation System SHORELINE SPRINKLING

Mechanical DHE

Electrical STRAIN / HILLARD

Painting DCD

No change from the subcontractors listed above will be allowed after the Proposal is submitted except by mutual consent of the Contractor and Owner in writing.

2. This bid is submitted on the basis of using the following materials/suppliers for construction:

- Steel Pipe NORTHWEST PIPE COMPANY
- 36" Ball Valves PRATT
- Valves Less than 36" EJ

No change from the materials/suppliers listed above will be allowed after the Proposal is submitted except by mutual consent of the Contractor and Owner in writing.

Bid Proposal - Unit Prices (Addendum No. 3)

Owner:

City of Wyoming

Project Title:

WTP Discharge Piping Improvements

Bid Date & Time:

Tuesday May 4, 2021 at 11:00 am

Project #:

2200689

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
Section 1: General					
1	Mobilization (Max 5% of Total Bid)	1	LS	345,000. ⁰⁰	345,000. ⁰⁰
2	Soil Erosion and Sedimentation Control	1	LS	2,500. ⁰⁰	2,500. ⁰⁰
3	Silt Fence	300	FT	4. ⁰⁰	1,200. ⁰⁰
4	Pipe Locating	1	LS	20,000. ⁰⁰	20,000. ⁰⁰
5	Traffic Control	1	LS	532,000. ⁰⁰	532,000. ⁰⁰
Section 2: Removals/Demolition					
6	HMA Surface, Rem	3,000	SYD	5. ⁰⁰	15,000. ⁰⁰
7	Curb and Gutter, Rem	670	FT	4. ⁰⁰	2,680. ⁰⁰
8	Sidewalk, Rem	100	SYD	9. ⁰⁰	900. ⁰⁰
9	Tree, Rem	1	LS	4,000. ⁰⁰	4,000. ⁰⁰
10	Transmission Main, Removal	1	LS	35,000. ⁰⁰	35,000. ⁰⁰
11	Remove and Store Existing Light Poles (x2)	1	LS	1,500. ⁰⁰	1,500. ⁰⁰
12	Transmission Main Dewatering	1	LS	15,000. ⁰⁰	15,000. ⁰⁰

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
Section 3: Site Work/Restoration					
13	Aggregate Base, 6 inch, Parking Lot	2,100	SYD	12.25	25,725. ⁰⁰
14	Aggregate Base, 6 inch, HMA Trail	280	SYD	13.00	3,640. ⁰⁰
15	Aggregate Base, 7 inch, New Holland Street	1,300	SYD	12.00	15,600. ⁰⁰
16	Aggregate Shoulder, 8 inch, New Holland Street	430	SYD	17.50	7,525. ⁰⁰
17	Curb and Gutter, Concrete, Rolled	280	FT	19.00	5,320. ⁰⁰
18	Curb and Gutter, Concrete, Type 1	260	FT	19.00	4,940. ⁰⁰
19	Sidewalk, Concrete, 4"	1,050	SFT	4.00	4,200. ⁰⁰
20	HMA, 13A, New Holland Street	350	TON	75.00	26,250. ⁰⁰
21	HMA, 3C, Parking Lot	240	TON	77.00	18,480. ⁰⁰
22	HMA, 4C, Parking Lot	190	TON	79.00	15,010. ⁰⁰
23	HMA, 3C, Trail	30	TON	125.00	3,750. ⁰⁰
24	HMA, 4C, Trail	25	TON	135.00	3,375. ⁰⁰
25	Pavement Markings	1	LS	1,750. ⁰⁰	1,750. ⁰⁰
26	Restoration	1	LS	25,000. ⁰⁰	25,000. ⁰⁰
27	Irrigation System Repairs	1	LS	14,000. ⁰⁰	14,000. ⁰⁰
28	River Birch Clump, 5'-6' Height	2	EA	820.00	1,640. ⁰⁰
29	Locust Trees, 3" (Match Existing - thought to be Thornless Honey Locust)	2	EA	820.00	1,640. ⁰⁰
30	Perimeter Trees, 3" (Match Existing)	4	EA	820.00	3,280. ⁰⁰
31	Reinstall Existing Light Pole (x2)	1	LS	3,500. ⁰⁰	3,500. ⁰⁰
32	Install New Light Pole (Match Existing)	1	LS	7,500. ⁰⁰	7,500. ⁰⁰
33	Spillway, Concrete	1	LS	200.00	200. ⁰⁰

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
Section 4: Yard Piping Improvements					
34	Transmission Main, Steel, 54"	680	FT	777. ⁰⁰	528,360. ⁰⁰
35	Transmission Main, Steel, 54", Cement-Mortar Coated	400	FT	905. ⁰⁰	362,000. ⁰⁰
36	Transmission Main, Steel, 42"	40	FT	1,750. ⁰⁰	70,000. ⁰⁰
37	Water Main, Ductile Iron, 16", Polywrapped	10	FT	275. ⁰⁰	2,750. ⁰⁰
38	Water Main, Ductile Iron, 6", Polywrapped	80	FT	80. ⁰⁰	6,400. ⁰⁰
39	54" x 42" Tee, Steel	1	EA	21,500. ⁰⁰	21,500. ⁰⁰
40	54" 45° Bend, Steel	2	EA	20,000. ⁰⁰	40,000. ⁰⁰
41	54" 90° Bend, Steel, Cement-Mortar Coated	1	EA	25,000. ⁰⁰	25,000. ⁰⁰
42	54" x 54" Tee, Steel	1	EA	35,000. ⁰⁰	35,000. ⁰⁰
43	54" x 54" Tee, Steel, Cement-Mortar Coated	1	EA	46,000. ⁰⁰	46,000. ⁰⁰
44	54" Blind Flange, Steel	1	EA	26,000. ⁰⁰	26,000. ⁰⁰
45	54"x16" Welded Outlet, Steel	1	EA	6,000. ⁰⁰	6,000. ⁰⁰
46	54" x 6" Welded Outlet, Steel	1	EA	4,000. ⁰⁰	4,000. ⁰⁰
47	16"x6" Reducer, Ductile Iron, Polywrapped	1	EA	1,500. ⁰⁰	1,500. ⁰⁰
48	42", Special Vertical Fitting, Steel	1	EA	11,000. ⁰⁰	11,000. ⁰⁰
49	54", Special Vertical Fitting, Steel, Cement-Mortar Coated	1	EA	14,500. ⁰⁰	14,500. ⁰⁰
50	16" Valve & Box	1	EA	7,700. ⁰⁰	7,700. ⁰⁰
51	6" Valve & Box	1	EA	1,700. ⁰⁰	1,700. ⁰⁰
52	54" Insulated Flange Kit	3	EA	10,500. ⁰⁰	31,500. ⁰⁰
53	42" Insulated Flange Kit	1	EA	7,000. ⁰⁰	7,000. ⁰⁰
54	16" Insulated Flange Kit	1	EA	1,000. ⁰⁰	1,000. ⁰⁰

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
55	6" Insulated Flange Kit	1	EA	750. ⁰⁰	750. ⁰⁰
56	5" Hydrant, Polywrapped	2	EA	3,000. ⁰⁰	6,000. ⁰⁰
57	Type 1 Access Manhole	6	EA	16,000. ⁰⁰	96,000. ⁰⁰
58	Sample Tap, Complete	5	EA	7,500. ⁰⁰	37,500. ⁰⁰
59	1" Copper Sample Line Connection, Complete	1	LS	4,200. ⁰⁰	4,200. ⁰⁰
60	Valve Procurement Contract Assignment	1	LS	\$2,414,556.00	\$2,414,556.00
61	Valve Procurement Sales Tax	1	LS	\$160,670.00	\$160,670.00
62	54-LV-20 (V1) Installation, Complete	1	LS	30,000. ⁰⁰	30,000. ⁰⁰
63	54-LV-21 (V2) Installation, Complete	1	LS	30,000. ⁰⁰	30,000. ⁰⁰
64	54-LV-22 (V3) Installation, Complete	1	LS	30,000. ⁰⁰	30,000. ⁰⁰
65	54-LV-23 (V4) Installation, Complete	1	LS	55,000. ⁰⁰	55,000. ⁰⁰
66	42-LV-20 (V5) Installation, Complete	1	LS	40,000. ⁰⁰	40,000. ⁰⁰
67	54-LV-24 (V6) Installation, Complete	1	LS	55,000. ⁰⁰	55,000. ⁰⁰
68	Valve Chamber #1 Construction, Complete	1	LS	150,000. ⁰⁰	150,000. ⁰⁰
69	Valve Chamber #2 Construction, Complete	1	LS	135,000. ⁰⁰	135,000. ⁰⁰
70	Valve Chamber #3 Construction, Complete	1	LS	150,000. ⁰⁰	150,000. ⁰⁰
71	Concrete Thrust Block, 54"x42" Tee	1	LS	26,000. ⁰⁰	26,000. ⁰⁰
72	Concrete Thrust Block, 54"x54" Tee	1	LS	25,000. ⁰⁰	25,000. ⁰⁰
73	Modification to Ex. Concrete Thrust Block, 54" 90° Bend	1	LS	13,000. ⁰⁰	13,000. ⁰⁰
74	Concrete Thrust Collar	3	EA	42,000. ⁰⁰	126,000. ⁰⁰
75	Connect to Existing 54" Steel	2	LS	22,000. ⁰⁰	44,000. ⁰⁰
76	Connect to Existing 54" PCCP	1	LS	60,000. ⁰⁰	60,000. ⁰⁰

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
77	Connect to Existing 42" PCCP	1	LS	34,000. ⁰⁰	34,000. ⁰⁰
78	Disinfection and Pressure Testing, Complete	1	LS	55,000. ⁰⁰	55,000. ⁰⁰
Total Bid: 6,993,691. ⁰⁰					

Section 6: Additional Bid Items					
80	Bid Alternate: Cathodic Protection System	1	LS	39,000. ⁰⁰	39,000. ⁰⁰
81	Add/Deduct: 54" PCCP Spigot x Flange Adaptor	1	LS	18,500. ⁰⁰	18,500. ⁰⁰
82	Add/Deduct: 42" PCCP Spigot x Flange Adaptor	1	LS	13,000. ⁰⁰	13,000. ⁰⁰
83	Add/Deduct: MFR Connection to Existing 54" PCCP	1	LS	0. ⁰⁰	0. ⁰⁰
84	Add/Deduct: MFR Connection to Existing 42" PCCP	1	LS	0. ⁰⁰	0. ⁰⁰

ORDINANCE NO. 10-21

ORDINANCE TO AMEND ARTICLES I AND II OF CHAPTER 86 OF THE CODE OF
ORDINANCES INCLUDING PENALTIES FOR VIOLATIONS OF THOSE PROVISIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That Articles I and II of Chapter 86 of the Code of Ordinances, City of Wyoming, Michigan are amended to read as follows:

ARTICLE I. - IN GENERAL

Sec. 86-1. – Purpose.

This chapter is intended to (i) establish the terms and conditions under which city water and sanitary sewer service is provided to persons and premises, (ii) ensure those systems are operated as required by applicable laws, rules, regulations, permits, licenses, and order and approvals of courts, agencies and officials of competent jurisdiction, (iii) provide for the protection of those systems and the investments made in them, (iv) comply with the terms of financing and other obligations related to those systems, (v) ensure the health and safety of personnel of those systems, (vi) ensure the systems operate properly, (vii) protect the waters of the state and the state's overall environment, (viii) provide water at a pressure and quality needed for domestic, business and institutional uses, including without limitation, fire protection, and (ix) to otherwise ensure and enhance the public health, safety, and general welfare.

Sec. 86-2. – Terms of service.

(1) The terms of service by the city water and sanitary sewer systems include the provisions of this chapter. Any person or premises served by the city water system or city sanitary sewer system receives such service in accordance with the provisions of this chapter. Any person who establishes a new service or who continues to accept city water or sanitary sewer service impliedly consents to these provisions.

(2) Like other utility operations, the city's water and sanitary sewer systems, serving nearly a quarter million persons in Kent and Ottawa Counties, Michigan, are complex systems affected dynamic conditions and demands, many of which are outside the reasonable control of the personnel operating them. Consequently, it is not possible to prevent all service disruptions, reductions or interruptions. Therefore, the city reserves rights to temporarily reduce or temporarily interrupt services of one or more systems when, in the judgment of system personnel, it is necessary or prudent to do so. System personnel will attempt to provide reasonable notice when service reductions or interruptions will occur, but the city also reserves the right to reduce or interrupt services without notice. Service reductions or interruption may last be intermittent or prolonged depending on the reasons for them.

(3) The city reserves the right to operate the city's water and sanitary sewer systems in a manner the city determines in its sole discretion to best advance the purposes of this chapter and the interests of the city, city residents and property owners, and others who benefit from or may have interests affected by those systems and their operation. The city therefore expressly disclaims any responsibility for service reductions or interruptions.

Sec. 86-3. – Ownership and responsibility.

Unless changed by a written contract or other written arrangement signed by the either (i) the city manager or (ii) the mayor and city clerk:

(a) For city water system residential water services, the city is responsible for operation and maintenance of (i) the water main, (ii) the pipe between the water main and the curb stop, and (iii) the curb-stop and stop box, (iv) up to 100 feet of the water line from the curb-stop to the meter, and (v) the valves on the upstream side of the meter. The water meter inside or outside a building and the AMI devices in or on a building served by the water system are the property of the city and is otherwise subject to the provisions in article II of this chapter. The property owner is responsible for valving after the meter (downstream) and other valves, piping and facilities in the premises downstream of the water meter.

(b) For city sanitary sewer system residential sanitary service, the city is responsible for the sewer main and for the sewer lateral between the main and the property line. The property owner is responsible for the lateral, the building sewer and for all other pipes and components on the owner's property.

(c) For city water system non-residential water services (including multi-family residential buildings), the city is responsible for operation and maintenance of (i) the water main, (ii) the pipe between the water main and the curb stop, and (iii) the curb-stop and stop box. The water meter inside a building and the AMI devices in or on a building served by the water system are the property of the city and are otherwise subject to the provisions in article II of this chapter. The property owner is responsible for other piping and facilities on the property owner's property.

(d) For city sewer system non-residential sanitary sewer services (including multi-family residential buildings), the city is responsible for operation and maintenance of the sanitary sewer main and the property owner is responsible for any stub off the main, laterals, building sewer and all pipes and components except the sanitary sewer main.

ARTICLE II. - WATER SYSTEM

DIVISION 1. - GENERALLY

Sec. 86-11. - Definitions.

The following definitions apply to words, terms and phrases used in this article except where the context clearly indicates a different meaning:

(a) *AMI or automated meter infrastructure* means a network of devices and software, including devices installed in or on a building or other property served by the water system, enabling remote meter reading and system status and diagnostics.

(b) *Backflow* means a reversal of normal flow within the water system or within a water system in a premises or other place due to back-siphonage or back pressure that can result in contamination of the potable water supply.

(c) *Cross connection* means a connection or arrangement of piping or appurtenances through which a backflow could occur.

(d) *Department* means the city's department of public works.

(e) *Director* means the city's director of public works or that individual's designee.

(f) *KCHD* means the Kent County Health Department or any successor agency.

(g) *MDEGLE* means the Michigan Department of Environment, Great Lakes and Energy or any successor agency.

(h) *MDHHS* means the Michigan Department of Health and Human Services or any successor agency.

(i) *Non-residential sewer service* means a sanitary sewer service lateral of any diameter that services property used as an industrial, commercial or multi-family (3 or more unit) residential building.

(j) *Non-residential water service* means a water service (i) with a diameter of greater than 1.0 inch, or (ii) or a water service of any diameter that services an industrial, commercial, or multi-family (3 or more unit) residential building.

(k) *Residential sewer service* means a sanitary sewer service lateral of any diameter that services any single family or duplex residence.

(l) *Residential water service* means only a 1" diameter water service that supplies potable water to any single family or duplex residence.

(m) *Safe air gap* means the minimum distance of a water inlet or opening above the maximum high water level or overflow rim in a fixture, device or container to which public water is furnished which shall be at least 2 times the inside diameter of the water inlet pipe, but shall not be less than 1 inch and need not be more than 12 inches.

(n) *Secondary water supply* means a water supply in addition to a public water supply including, but not limited to, (i) water systems from ground or surface sources not meeting the requirements of the safe drinking water act, 1976 PA 399 (MCL 325.1001 *et seq.*), (ii) water from a well that does not meet standards established by promulgated rules or other enforceable MDHHS, KCHD or MDEGLE requirements, or (iii) water from a public water supply which in any way has been treated, processed or exposed to any possible contaminant or stored in other than an approved storage facility.

(o) *Submerged inlet* means a water pipe or extension thereto from a public water supply terminating in a tank, vessel, fixture or appliance which may contain water of questionable quality, waste or other contaminants and which is unprotected against backflow.

(p) *Water connection* means that part of the water system connecting the water main with the premises served.

(q) *Water main* means that part of the water system located within easement lines designed to supply more than one water connection.

(r) *Water system* or *system* means the city water supply system for treating and distributing potable water including all intake pipes, plants, works, pumping stations, instruments, storage tanks or towers, pipes, valves, lines, hydrants, and properties now or later existing, used or useful in connection with the obtaining of the water supply, the treatment of water, or the distribution of water by the city.

Sec. 86-12. - Control of water system.

The acquisition, construction, alteration, management, operation and control of the system shall be under the general control and supervision of the department subject to the rights, powers and duties reserved by state law and the city Charter to the city council, city manager, and other city departments and officers.

Sec. 86-13. – Water service connections.

(1) Persons wishing to connect any premises to the water system must file an application for water connection, together with any required connection, inspection, meter and other fees, with the department in a form established by the department.

(2) Water connections and water meters shall be installed in accordance with the department's specifications and standards.

(3) All water meters, AMI devices, and water connections shall be the property of the city.

(4) Connection fees, inspection, meter, AMI device, meter reading, and other fees, rates and charges will be in amounts established by resolution of the city council and must cover costs of the materials, installation and overhead attributable to such installations.

Sec. 86-14. - Fire hydrant use.

Except in case of an emergency, no person, except a duly authorized city employee, shall open or use any fire hydrant without first securing permission from the department and paying any required fees for such use. All such uses, when including a hose or piped connection to the fire hydrant must be equipped with an approved backflow device. Use of the backflow device must meet requirements of this article.

Sec. 86-15. - Regulation of water use.

The director or city manager may regulate, limit, prohibit, and control the use of water when either of them deems it necessary, prudent, or reasonable to protect the water system, to protect the water within the water system, to protect water pressure and volume, or for any other reason in furtherance of the public health, safety, and general welfare.

(a) The regulations, limitations, prohibitions, and/or controls may restrict, limit, prohibit or control some water uses to the extent and for the duration deemed necessary to ensure an adequate supply for essential domestic and commercial needs and for firefighting, or due to possible contamination of the water supply.

(b) Except in an emergency, no such regulation, limitation, prohibition, or control will be effective until 24 hours after the publication on the city's website and in appropriate media releases.

(c) A violation of any regulation, limitation, prohibition, or control established as provided in this section is a municipal civil infraction punishable by a fine of \$150 for a first offense, \$500 for a second offense, and \$1,500 for any subsequent offense.

(d) Department employees, city police officers, and other persons authorized under this Code to issue civil infraction citations are authorized to issue a citation if the that individual observes a violation of any regulation, limitation, prohibition, or control issued under this article. Citations may also be issued in accordance with law for violations that are not observed by a city officer or employee.

Sec. 86-16. - Additional regulations.

The department, with city manager and city council approval, may issue water system, water service connections, meter and AMI devices installation and maintenance, hydrant and water main rules and regulations that are not inconsistent with this article.

Sec. 86-17. - Injury to facilities.

No person, except an employee of the city in the performance of his duties, shall willfully or carelessly break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the city water system.

Sec. 86-18. - Unauthorized water connection or use; damage to water system.

A person who obtains water from the system without all necessary permits, authorizations or permission as required in this chapter shall be guilty of a civil infraction for which the civil fine shall be \$500.00 for each offense.

(1) A person who, without department or other city approval, taps into, connects to, tampers with, modifies, alters, constructs, installs, disconnects, removes, demolishes, or destroys any city water pipe, main, hydrant, valve, inlet, swale or ditch, pump, meter, motor, structure, facility or other component of any kind is responsible for a municipal civil infraction punishable by a fine of \$250.00 for a first offense, \$2,500 for a second offense, and \$5,000.00 for any subsequent offense. That person shall also be responsible for any costs incurred to repair and restore that component.

(2) A person who uses water from the city water system without required city approvals or without correct metering is responsible for a municipal civil infraction punishable by a fine of \$250.00 for a first offense, \$2,500.00 for a second offense, and \$5,000.00 for any subsequent offense. That person shall also be responsible to pay rates, fees and charges that would have been charged for the water and/or sanitary sewer system usage if approvals had been obtained and metering had occurred.

(3) A person who tampers with any interior plumbing to bypass a water meter or in any way make a water meter's readings inaccurately reflect actual water usage is responsible for a municipal civil infraction punishable by a fine of \$250.00 for a first offense, \$2,500 for a second offense, and \$5,000.00 for any subsequent offense. That person shall also be responsible for any costs incurred to repair, restore or improve the premises to ensure the water meter accurately reflects actual water usage.

Sec. 86-19. - Rates and charges setting, billing, collection, and delinquency.

(1) Rates, fees and charges for (i) review of plans related to water system connections, water system extensions or improvements, (ii) connection to the water system, (iii) inspections of connections, extensions or improvements to the water system, (iv) consumption and use of water, (v) meter or AMI device installation, inspection and use, (vi) backflow device use and installation, (vii) cross connection compliance, (viii) wholesale service, (ix) hydrant connection and use, (x) fire suppression system connection or use, (xi) for unmetered use of water, (xii) for reading meters on any property for which the owner or occupant has refused installation of an AMI device, (xiii) late payment penalties or interest, rebilling fees, or other amounts to be paid for late payment, and (xiv) any other water system related amounts or rates the city council deems it appropriate to charge, will be as established by resolution(s) of the city council.

(a) Special rates may be established by contracts approved by the city council.

(b) Except when the city council determines there are extraordinary circumstances, rates charged for water system services to users outside the city shall not be less than rates charged for water system services to users within the city.

(c) Rates, fees and charges established by city council resolution must be in amounts or at rates estimated to be sufficient to provide for the payment of the expenses of operation, maintenance, repair, and replacement of the water system in accordance with accepted utility practices, to timely pay the principal and interest on all as are necessary to preserve the system and all its component facilities in good repair and working order; to provide for payment of the interest upon and the principal of all bonds as and when due and payable, to provide for any coverage required under any bond covenants or as required by law, and to provide for such other expenditures and funds for the system as are required by this article.

Such rates and charges shall be fixed and revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted, and agreed at all times to fix, maintain and collect such rates and charges for water service furnished by the system as shall be sufficient to provide for the foregoing.

(2) Except in extraordinary circumstances, such as extreme weather or a health emergency, water meters or data from AMI devices will be read not less frequently than quarterly, and bills for water service shall be rendered not less frequently than quarterly and become due on or before the due date specified in the bill. If bills are not paid on or before the due date specified will accrue and be charged fees, interest or penalties related to the late payment in amounts or at rates established by city council resolution.

(3) Water system rates fees and charges will be a lien on property served as provided in and collectible as provided in 1933 PA 94 (MCL 141.101 *et seq.*) and 1939 PA 178 (MCL 123.161 *et seq.*). If not paid within 6 months after they are due, the city treasurer may, before April 1 of each year, certify the delinquency to the city assessor who shall enter such delinquent charges upon the next general city tax roll as a charge against such premises and the same shall be collected and the lien thereof enforced in the same manner as general city taxes against such premises are collected and the lien thereof enforced. However, where notice is given that a tenant is responsible for such charges and service as provided in those statutes and security for such charges has been provided as established by city council by resolution, those rates, fees and charges shall not be a lien of the premises served.

(4) In addition to other remedies provided, the city shall have the right to shut off and discontinue the water service to any premises for the nonpayment of water system or sanitary sewer system charges when due. Water services so discontinued must not be restored until all sums then due and owing shall be paid, plus a turn-on charge as established by resolution of the city council from time to time and on file in city hall.

(5) The city treasurer may accept payment arrangements to pay water system bills when such arrangements are needed to prevent undue hardships and are acceptable to the city manager.

Sec. 86-20. – No free service.

No free service shall be supplied by the water system to any person, firm or corporation, public or private, or to any public agency or instrumentality, but such service furnished shall be paid for in accordance with the schedule of rates or any revisions, in compliance with the provisions of this article. The department shall not provide any other kind of service without proper payment therefor.

Sec. 86-22. – Connection required.

All houses, buildings and any other facilities or premises used for occupancy, employment, recreation or any other purposes involving people where such property abuts any right-of-way or easement and the structure is within 200 feet of the water system shall be required to connect to the water system after a 90-day written notice by the city.

Sec. 86-22. – Violations and penalties.

Except as otherwise provided in this article, a violation of any provision of this article is a municipal civil infraction punishable by a fine of \$150 for a first offense, \$250 for a second offense, and \$1,000 for any subsequent offense.

DIVISION 2. – METERS AND AMI DEVICES

Sec. 86-31. – Meters and AMI devices required; location and access.

(1) Except as otherwise provided in this article, all premises using water must be metered with a meter and, if made available by the city, an AMI device obtained from and installed by the city or another person designated by the city.

(2) Meters and AMI devices must be set in accessible locations and in the manner and places designated by the department. Meter pits will be permitted only in the most extraordinary circumstances in which an existing premises lacks a basement, cellar or other suitable place for a meter, then, with the department's prior written approval and at the expense of the property owner or occupant, the meter may be installed outside in a meter pit. The property owner will be responsible for all piping, valves, and other facilities beyond the meter and for maintenance of the

meter pit. The city will be responsible only for the meter. The property owner must maintain the meter pit in a safe, clean, and easily assessable condition, and will be responsible for any damage to the meter or any meter malfunction due to conditions in the meter pit.

(3) The director shall have the right to shut off the supply of water to any premises where there is not easy access to the meter. Any authorized city employee shall, at all reasonable hours, have the right to enter the premises where such meters are installed for the purpose of reading, testing, removing or inspecting the meter or for the purpose of inspecting any pipe or fixture connected to the city water system. No person shall hinder, obstruct or interfere with such employee in the lawful discharge of these duties under this article.

(4) All meters must be installed with an endpoint that is an AMI device if the city provides one for the premises or a standard endpoint if the city does not provide an AMI device for the premises. If an AMI device is provided by the city, unless the property owner declines to accept it due to a medical condition or other reason, the AMI device must be installed on the premises by the city or a person designated by the city. If the property owner declines an AMI device there shall be a meter reading charge in an amount establish by City Council resolution added to the water bills for the premises to offset the cost of manually reading the water meter for the premises.

Sec. 86-32. – Meter tampering, damage, or theft.

(1) No person, except an authorized department employee or other person authorized in writing by the department, shall alter, modify, change the location of, change the course of piping into, interfere with, change the location of or in any way tamper with any water meter or break, injure or change the location of the seal on any water meter.

(2) The owner of the premises upon which a meter is installed, is responsible for the meter. If the meter is damaged (including any damage resulting from freezing or due to freeze/thaw action) or stolen, the damage or theft must be immediately reported to the director. The city shall make all meter repairs and charge the cost of repair to the owner. If any damage occurs to the meter through the fault of the water mains, repairs will be made at the expense of the city.

Sec. 86-33. – Inaccurate meters.

(1) A meter will be considered accurate if it registers within 2.0% (more or less) the quantity of water passing through it. If a meter registers in excess of 2.0% more than the actual quantity of water passing through, it will be considered fast to that extent. If a meter registers in excess of 2.0% less than the actual quantity of water passing through it, it will be considered slow to that extent.

(2) If any meter fails to register properly, the director will estimate consumption on the basis of former consumption and information about the meter's inaccuracy and adjust the bill accordingly.

(3) A consumer may require that the meter be tested. If the meter is found inaccurate or otherwise defective, it shall be repaired, or another meter installed. No charge shall be made for the repair or replacement of a defective meter.

(4) If a tested meter registers fast, the city will credit the consumer a sum equal to the percent fast multiplied by the amount of all bills to the consumer within the 3 months before the test. If a tested meter registers slow, the city may collect from the consumer a sum equal to the percent slow multiplied by the amount of all the bills to the consumer within the 3 months before the test.

(5) The property owner will be charged for the replacement cost of any meter reading inaccurately due to damage caused by the property owner or contractors or other agents of the property owner.

Sec. 86-33. – Malfunctioning AMI devices.

AMI devices that do not reliably and accurately transmit water usage data from a premises will be replaced. The property owner will be charged for the replacement cost of any AMI device that is malfunctioning due to damage or interference caused by the property owner or contractors or other agents of the property owner.

DIVISION 3. - CROSS CONNECTIONS

Sec. 86-41. - Purpose of division.

This division is intended to protect the public health, safety and welfare by reducing risks of cross connection contamination of the water system. This division will control inspection, detection, prevention and elimination of cross connections in new and existing facilities.

Sec. 86-42. - Compliance with applicable law.

A connection with the water system must comply with the safe drinking water act, 1976 PA 399 (MCL 325.1001 *et seq.*) and standards established by promulgated rules or other enforceable MDHHS, KCHD, or MDEGLE requirements.

Sec. 86-43. - Prohibited connections.

Cross connections of the water system and any other water supply system or source including, but not limited to, the following are prohibited:

- (a) Between the water system and a secondary water supply, either direct or by submerged inlet.
- (b) Between a lawn sprinkler system and the water system.
- (c) Between the water system and piping which may contain sanitary waste or a chemical contaminant, including self-contained hydronic boiler systems.
- (d) Between the water system and piping immersed in a tank or vessel that may contain a contaminant.
- (e) Between the water system and fire suppression systems.

Sec. 86-44. - Private water storage tanks deemed secondary water supply.

A private water storage tank supplied from the city water system will be deemed a secondary water supply unless it is designed and approved by the department for potable water usage.

Sec. 86-45. - Local control program.

The city will maintain a comprehensive control program for elimination and prevention of all cross connections meeting MDEGLE approval.

Sec. 86-46. - Responsibility for expense of elimination of existing cross connections.

Any expense of eliminating cross connections will be that of the owner of the property on which the cross connection exists.

Sec. 86-47. - Inspection and backflow device testing.

The department will have the authority to inspect any premises to determine if a cross connection and to order immediate elimination of any cross connection. Backflow devices, as determined by the director, shall be tested upon installation and before being placed in service according to the requirements of the safe drinking water act, 1976 PA 399 (MCL 325.1001 *et seq.*) and standards established by promulgated rules or other enforceable MDHHS, KCHD, or MDEGLE requirements. Testing shall be performed by an individual meeting the requirements of the safe drinking water act, 1976 PA 399 (MCL 325.1001 *et seq.*) and standards established by promulgated rules or other enforceable MDHHS, KCHD, or MDEGLE requirements.

Sec. 86-48. - Piping identification for exposed city water and secondary piping.

When a secondary water source is used in addition to the water system, exposed city water and secondary water piping shall be identified by distinguished colors or tags and maintained so that each pipe may be readily traced in its entirety. If piping is installed that is impossible to trace in its entirety, it will be necessary to protect the water system at the service connection in a manner acceptable to the department.

Sec. 86-49. - Correction of violations; installation or use of protective devices.

When notified of a violation of this division, the owner of property on which the violation exists must correct the violation within the time stated in the notice. The time allowed for completing necessary corrections will be contingent upon the degree of hazard involved and include the time required to obtain and install equipment. If the cross connection has not been removed within the time specified, the city must terminate water service as provided in section 86-51.

Sec. 86-50. - Facility fire protection system upgrade requirement.

If a facility's fire protection system is expanded, extended or its piping is modified, the department or the Fire Department may require the fire protection system to be upgraded up to

the latest Michigan backflow protection standards. Any fire protection system which contains any additives will be required to be protected by a reduced pressure zone assembly.

Sec. 86-51. - Water service termination for cross connection.

After notice to the owner of the property, the department is authorized to discontinue water service to any premises in which a cross connection exists, where there is delinquent testing of a backflow device, or any other violation of this division. The department may take such other precautionary measures as necessary to eliminate any danger of the contamination of the water system, including physical separation of the water system from the premises. Water service to the property must not be restored until the cross connection has been eliminated, delinquent testing has been completed and all fees for restoration of service are paid.

Section 2. That this ordinance shall take effect on _____, 2021.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2021.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 10-21