

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, SEPTEMBER 20, 2021, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Pastor Rick South, Abundant Life Church of God  
*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 September 7, 2021 Regular Meeting and the September 13, 2021 Work Session and Closed 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.*
- 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
  - b) Proclamations
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
    - 21-14 Acceptance of a Quitclaim Right-of-Way Easement  
(Hendricks Michigan Properties I, LLC)
- 13) Budget Amendments**
  - a) Budget Amendment No. 29 – To Reappropriate an Additional \$712,390.75 of Budgetary Authority for the Balance of the 2020 Resurfacing Program
- 14) Consent Agenda**
  - a) To Appoint Vicki Briggs as a Member of the Historical Commission for the City of Wyoming

- b) To Appoint Ellen Akhurst as a Member of the Wyoming Parks and Recreation Commission Representing the Grandville Public School District

**15) Resolutions**

- c) For Election to Comply with Section 4 of Public Act 152 of 2011
- d) To Authorize the Mayor and City Clerk to Execute a Contract Amendment with the Area Agency on Aging of Western Michigan, Inc. and to Authorize the Related Budget Amendment for Older Adult Transportation Assistance (Budget Amendment No. 30)

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

- e) To Accept an Agreement with Professional Code Services of MI to Provide Code Inspection Services and to Authorize the Mayor and City Clerk to Execute the Contract
- f) To Adopt the City of Wyoming 2020-2022 Pavement Asset Management Plan
- g) To Accept a Quote from Frost Technologies for the Purchase of Weather Information Systems and to Authorize the Mayor and City Clerk to Execute the Contract
- h) To Authorize a Change Order for the Purchase of a Bucket Truck
- i) To Accept a Grant from the Michigan Municipal Risk Management Association (MMRMA) and to Authorize the Purchase of Two Thermal Imaging Cameras (Budget Amendment No. 28)
- j) To Concur with the Emergency Purchase of One Exchange Program Gearbox to Repair One Lime Storage Tank at the Clean Water Plant and to Authorize Payment to SPX Flow
- k) To Accept a Quote from Smarsh, Inc. for Smart Phone Text Archiving Services and to Authorize the Mayor and City Clerk to Execute the Agreement

**17) Ordinances**

- 22-21 To Amend the Code of Ordinances, City of Wyoming, Michigan, by Adding Chapter 23, Entitled “City Income Tax,” to Adopt the Uniform City Income Tax Ordinance by Reference, as Provided in the City Income Tax Act, 1964 PA 284, with an Amendment to Section 31 to Increase the Amount of Exemptions Conditional on Approval by City Electors at a May 3, 2022 Special Election (Final Reading)

**18) Resolutions**

- l) Adopting and Proposing Elector Approval of an Amendment to the City Charter to Limit Property Tax Rates if the Electors also Approve a City Income Tax at the May 3, 2022 Special Election

**19) Informational Material**

**20) 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.*

**21) Closed Session** (as necessary)

**22) Adjournment**

## STAFF REPORT

Date: September 15, 2021  
Subjects: Acceptance of Claire right-of-way easement  
From: Scott Smith, City Attorney  
Meeting Date: September 20, 2021

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### **RECOMMENDATION:**

Accept the quit-claim right-of-way easement from Hendricks Michigan Properties I, LLC.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community – Community is advanced by solidifying right-of-way and utility easement ownership.

Safety – Safety is advanced when right-of-way ownership is fully ascertained.

Stewardship – The proposed ordinance will minimize chances of future disputes about easement ownership.

### **BUDGET IMPACT:**

The proposed amendments will not impact the budget.

### **DISCUSSION:**

There are no written deeds or easements showing the city's interest in some portions of the right-of-way as currently and used. Some of the area being used is outside the recorded right-of-way. While the city has clearly openly and notoriously used it for decades, it is advantageous to clarify that ownership. This document will do that.

September 20, 2021

Wyoming City Council  
Wyoming, Michigan

City Manager’s Report No. 21-14

Subject: Acceptance of a Quitclaim Right-of-Way Easement  
(Hendricks Michigan Properties I, LLC)

Councilmembers:

For the consideration of \$1.00, the receipt of which is acknowledged, **Hendricks Michigan Properties I, LLC**, a Michigan limited liability company, of 525 3<sup>rd</sup> St, Ste 300, Beloit, WI 53511 (**Grantor**) quitclaims to the **City of Wyoming**, a Michigan municipal corporation of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509 (**City**) a permanent right-of-way and utility easement on, over and under the following described property in the City of Wyoming, Kent County, Michigan (the “**Easement Area**”):

**(See “Exhibit A” attached hereto)**

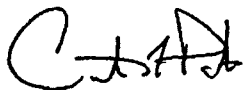
for the purposes of constructing, reconstructing, installing, reinstalling, repairing, maintaining, improving, operating, inspecting, and using a public right-of-way and underground public water, sanitary and storm sewer lines, catch basins, manholes, valves, chambers and other facilities and appurtenances.

Grantor expressly reserves all right in the Easement Area except as granted hereunder including the right to make use of the Easement Area in a manner not inconsistent with the rights granted herein. The City expressly disclaims any rights to assert adverse possession, as to the Grantor and its respective successors or assigns, for any reason including any prior use of the Easement Area.

Grantor shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area.

It is recommended that the City Council accept the quitclaim right-of-way easement which has been approved as to form by the City Attorney.

Respectfully submitted,



Curtis L. Holt  
City Manager

*(Signature Page to Follow)*

community • safety • stewardship

CITY COUNCIL

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

**Grantor:**

**HENDRICKS MICHIGAN PROPERTIES I, LLC**

By: \_\_\_\_\_  
Diane M. Hendricks, Manager and  
Chairperson of the Board

STATE OF WISCONSIN  
COUNTY OF ROCK

Acknowledged before me in Rock County,  
Wisconsin, on \_\_\_\_\_, 2021, by Diane M.  
Hendricks, known to me as the Manager and  
Chairperson of the Board of Hendricks Michigan  
Properties I, LLC.

\_\_\_\_\_, Notary Public  
Rock County, Wisconsin  
Acting in Rock County, Wisconsin  
My commission expires: \_\_\_\_\_

**Grantee:**

**CITY OF WYOMING:**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

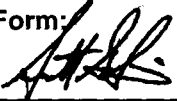
STATE OF MICHIGAN  
COUNTY OF KENT

Acknowledged before me in Kent County,  
Michigan, on \_\_\_\_\_, 2021, by Jack A. Poll  
and Kelli A. Vandenberg, known to me as the  
Mayor and City Clerk of the City of Wyoming.

\_\_\_\_\_, Notary Public  
Kent County, Michigan  
Acting in Kent County, Michigan  
My commission expires: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

**Approved as to Form:**   
\_\_\_\_\_  
Scott G. Smith, City Attorney

**Exempt from state and county transfer tax pursuant to MCLA 207.505(a) and MCLA 207.526(a).**

Drafted by:  
George B. Erwin, III  
Schmidt, Darling & Erwin  
2600 North Mayfair Road  
Suite 1000  
Milwaukee, WI 53226

Legal description prepared by:  
Anthony A. Milanowski  
Williams & Works  
549 Ottawa Ave, NW  
Grand Rapids, MI 49503

When recorded, return to:  
Kelli A. Vandenberg  
Wyoming City Clerk  
1155 28<sup>th</sup> St SW, PO Box 905  
Wyoming, MI 49509-0905

**EXHIBIT A**  
*to Quitclaim Right-of-Way Easement*

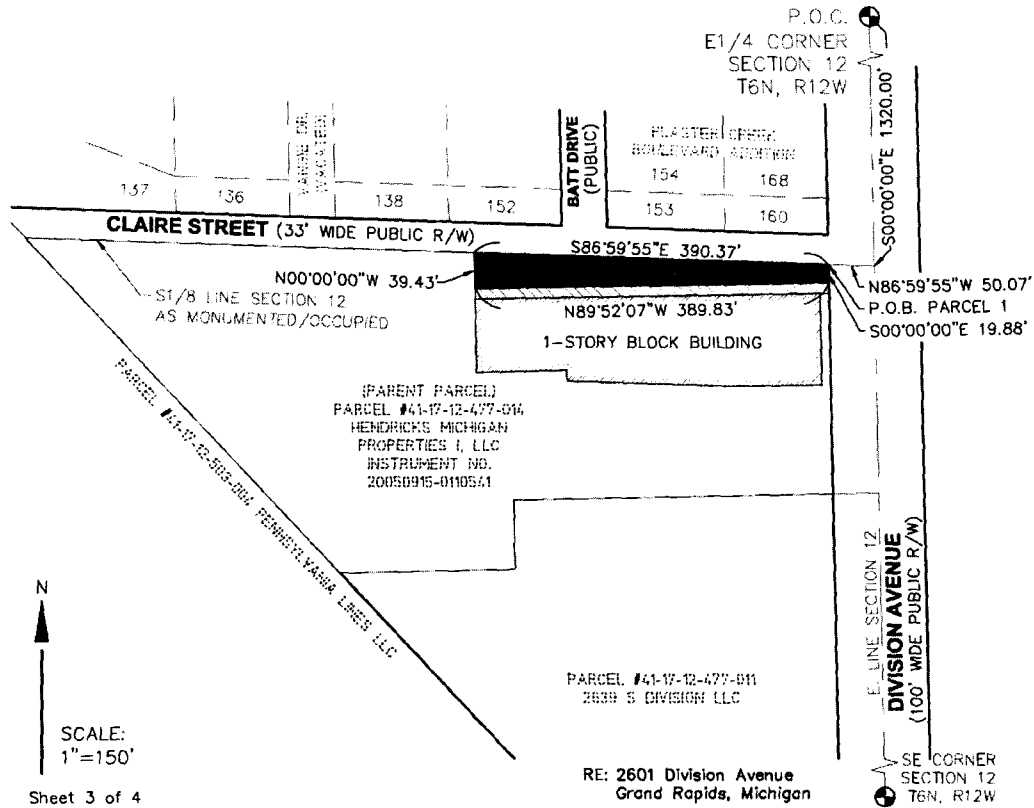
See Attached

**PARCEL 1 LEGAL DESCRIPTION (TO BE DEEDED TO THE CITY OF GRAND RAPIDS):**

That part of the Southeast 1/4 of the Southeast 1/4 of Section 12, Township 6 North, Range 12 West, City of Grand Rapids, Kent County, Michigan, described as:

Commencing at the East 1/4 corner of said Section 12; thence South 00°00'00" East 1320.00 feet along the east line of said Section 12; thence North 86°59'55" West 50.07 feet along the south line of Plaster Creek Boulevard Addition, being the South 1/8 line of the Southeast 1/4 of Section 12, to the West right-of-way line of Division Avenue (100' wide) for THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 00°00'00" East 19.88 feet along said right-of-way line; thence North 89°52'07" West 389.83 feet; thence North 00°00'00" West 39.43 feet to a point on said South 1/8 line of Section 12; thence South 86°59'55" East 390.37 feet along said 1/8 line to the place of beginning.

Contains 11,560 square feet (0.27 acres), more or less



Sheet 3 of 4

RE: 2601 Division Avenue  
 Grand Rapids, Michigan



I hereby certify that I have surveyed and mapped the parcel(s) hereon described and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying and that all the requirements of P.A. 132 of 1970, as amended, have been complied with.

- LEGEND**
- ⊕ MONUMENT
  - IRON STAKE
  - R= RECORDED DIMENSION
  - M= MEASURED DIMENSION
  - PROPOSED PARCEL 1
  - PROPOSED PARCEL 2

**williams works**  
 engineers | surveyors | planners  
 616.224.1500 phone • 616.224.1501 facsimile  
 549 Ottawa Ave NW • Grand Rapids, MI 49503

By PRELIMINARY  
 PROFESSIONAL SURVEYOR

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: September 20, 2021**

**Budget Amendment No. 029**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To reappropriate an additional \$712,390.75 of budgetary authority for the balance of the 2020 resurfacing program.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Major Streets Fund</u></b>				
Public Works - Street Maintenance - Capital Outlay Resurfacing				
202-441-46300-972.510	2,906,785.54	479,927.40		3,386,712.94
Fund Balance/Working Capital (Fund 202)		<u>0.00</u>	<u>479,927.40</u>	
<b><u>Local Streets Fund</u></b>				
Public Works - Street Maintenance - Capital Outlay Resurfacing				
203-441-46300-972.510	-	227,927.75		227,927.75
Fund Balance/Working Capital (Fund 203)		<u>0.00</u>	<u>227,927.75</u>	
<b><u>Library and Parks Capital Fund</u></b>				
Facilities - Parks and Rec Facility - Capital Outlay				
401-267-75600-975.000	2,611,820.00	4,535.60		2,616,355.60
Fund Balance/Working Capital (Fund 401)		<u>0.00</u>	<u>4,535.60</u>	

Recommended:   
Finance Director

  
Deputy City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2021-2022 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 TO APPOINT VICKI BRIGGS AS A MEMBER OF THE  
HISTORICAL COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Vicki Briggs has submitted an application requesting appointment to the Historical Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2022.
3. Mayor Jack Poll has recommended that Vicki Briggs be appointed as a member of the Historical Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Vicki Briggs to the Wyoming Historical Commission 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 September 20, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPOINT ELLEN AKHURST AS A MEMBER OF THE  
WYOMING PARKS AND RECREATION COMMISSION REPRESENTING  
THE GRANDVILLE PUBLIC SCHOOL DISTRICT

WHEREAS:

1. There is a vacancy in the position of the Grandville Public School District Representative on the Wyoming Parks and Recreation Commission for a term ending June 30, 2023.
2. The Grandville Public School District has recommended that Ellen Akhurst 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 Ellen Akhurst be appointed to fill this 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 Ellen Akhurst as a member of the Wyoming Parks and Recreation Commission 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 September 20, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR ELECTION TO COMPLY WITH  
SECTION 4 OF PUBLIC ACT 152 OF 2011

WHEREAS:

1. Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act, establishes limits on a public employer's expenditures for employee medical benefit plans.
2. Section 4 of the Act provides that each year, by a majority vote of its governing body, a public employer may elect to comply with the Act by not paying more than 80% of the total annual costs of all the medical benefit plans it offers or contributes to for its employees and elected public officials, instead of complying with the specified dollar amount "hard caps" under Section 3 of the Act.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby elect to comply with Section 4 of Public Act 152 of 2011 instead of Section 3.

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 September 20, 2021.

ATTACHMENTS:  
Public Act 152

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

**PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT**  
**Act 152 of 2011**

AN ACT to limit a public employer's expenditures for employee medical benefit plans; to provide the power and duties of certain state agencies and officials; to provide for exceptions; and to provide for sanctions.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011.

*The People of the State of Michigan enact:*

**15.561 Short title.**

Sec. 1. This act shall be known and may be cited as the "publicly funded health insurance contribution act".

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011.

**15.562 Definitions.**

Sec. 2. As used in this act:

(a) "Designated state official" means:

(i) For an election affecting employees and officers in the judicial branch of state government, the state court administrator.

(ii) For an election affecting senate employees and officers, the secretary of the senate.

(iii) For an election affecting house of representatives employees and officers, the clerk of the house.

(iv) For an election affecting legislative council employees, the legislative council.

(v) For an election affecting employees in the state classified service, the civil service commission.

(vi) For an election affecting executive branch employees who are not in the state classified service, the state employer.

(b) "Flexible spending account" means a medical expense flexible spending account in conjunction with a cafeteria plan as permitted under the federal internal revenue code of 1986.

(c) "Health savings account" means an account as permitted under section 223 of the internal revenue code of 1986, 26 USC 223.

(d) "Local unit of government" means a city, village, township, or county, a municipal electric utility system as defined in section 4 of the Michigan energy employment act of 1976, 1976 PA 448, MCL 460.804, an authority created under chapter VIA of the aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.108 to 259.125c, or an authority created under 1939 PA 147, MCL 119.51 to 119.62.

(e) "Medical benefit plan" means a plan established and maintained by a carrier, a voluntary employees' beneficiary association described in section 501(c)(9) of the internal revenue code of 1986, 26 USC 501, or by 1 or more public employers, that provides for the payment of medical benefits, including, but not limited to, hospital and physician services, prescription drugs, and related benefits, for public employees or elected public officials. Medical benefit plan does not include benefits provided to individuals retired from a public employer or a public employer's contributions to a fund used for the sole purpose of funding health care benefits that are available to a public employee or an elected public official only upon retirement or separation from service.

(f) "Medical benefit plan costs" does not include a payment by the public employer to an employee or elected public official in lieu of medical benefit plan coverage and, for a medical benefit plan coverage year beginning after the later of January 1, 2014 or the effective date of the amendatory act that added this subdivision, includes, but is not limited to, all of the following:

(i) Any amount that the public employer pays directly or indirectly for the assessment levied pursuant to the health insurance claims assessment act, 2011 PA 142, MCL 550.1731 to 550.1741.

(ii) Insurance agent or company commissions.

(iii) Any additional amount the public employer is required to pay as a fee or tax under the patient protection and affordable care act, Public Law 111-148, as amended by the federal health care and education reconciliation act of 2010, Public Law 111-152.

(g) "Medical benefit plan coverage year" means the 12-month period after the effective date of the contractual or self-insured medical coverage plan that a public employer provides to its employees or public officials.

(h) "Public employer" means this state; a local unit of government or other political subdivision of this state; any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision; a school district, a public school academy, or an intermediate school district, as those terms are

defined in sections 4 to 6 of the revised school code, 1976 PA 451, MCL 380.4 to 380.6; a community college or junior college described in section 7 of article VIII of the state constitution of 1963; or an institution of higher education described in section 4 of article VIII of the state constitution of 1963.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 269, Imd. Eff. Dec. 30, 2013.

**Compiler's note:** Enacting section 1 of Act 269 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature and is curative and retroactive as to the exclusion of funding for health care benefits that are available only upon either retirement or separation from service from the definition of medical benefit plan and as to the exclusion of payments in lieu of medical benefit plan coverage from medical benefit plan costs."

**15.563 Public employer contribution to medical benefit plan; limitation on amount; allocation of payments; adjustment of maximum payment.**

Sec. 3. (1) Except as otherwise provided in this act, a public employer that offers or contributes to a medical benefit plan for its employees or elected public officials shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,500.00 times the number of employees and elected public officials with single-person coverage, \$11,000.00 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage, plus \$15,000.00 times the number of employees and elected public officials with family coverage, for a medical benefit plan coverage year beginning on or after January 1, 2012. A public employer may allocate its payments for medical benefit plan costs among its employees and elected public officials as it sees fit. By October 1 of each year after 2011, the state treasurer shall adjust the maximum payment permitted under this subsection for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the United States department of labor, bureau of labor statistics.

(2) For a medical benefit plan coverage year beginning January 1, 2014 through December 31, 2014, the multiplier used to calculate the maximum public employer payment under subsection (1) shall be \$12,250.00 for employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage and shall be adjusted each year as provided in subsection (1).

(3) For purposes of calculating a public employer's maximum total annual medical benefit plan costs under subsection (1), "employee or elected public official" does not include an employee or elected public official who declines the medical benefit plan offered or contributed to by the public employer.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 270, Imd. Eff. Dec. 30, 2013.

**Compiler's note:** Enacting section 1 of Act 270 of 2013 provides:

"Enacting section 1. Section 3(1) and (3) of the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.563, as amended or added by this amendatory act, clarifies the original intent of the legislature that a public employee or elected official who declines the public employer's medical benefit plan coverage is not an employee or elected public official for purposes of calculating the public employer's maximum total annual medical benefit plan costs. These amendments are curative and apply retroactively."

**15.564 Public employer contribution to medical benefit plan; limitation on percentage of annual costs; allocation of employees' share of total costs.**

Sec. 4. (1) By a majority vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a public employer, excluding this state, may elect to comply with this section for a medical benefit plan coverage year instead of the requirements in section 3. The designated state official may elect to comply with this section instead of section 3 as to medical benefit plans for state employees and state officers.

(2) For medical benefit plan coverage years beginning on or after January 1, 2012, a public employer shall pay not more than 80% of the total annual costs of all of the medical benefit plans it offers or contributes to for its employees and elected public officials. For purposes of this subsection, total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care but does not include beneficiary-paid copayments, coinsurance, deductibles, other out-of-pocket expenses, other service-related fees that are assessed to the coverage beneficiary, or beneficiary payments into health savings accounts, flexible spending accounts, or similar accounts used for health care. For purposes of this section, each elected public official who participates in a medical benefit plan offered by a public employer shall be required to pay 20% or more of the total annual costs of that plan. The public employer may allocate the employees' share of total annual costs of the medical benefit plans among the employees of the public employer as it sees fit.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 271, Imd. Eff. Dec. 30, 2013.

**15.565 Collective bargaining agreement or other contract in effect; inconsistent terms.**

Sec. 5. (1) If a collective bargaining agreement or other contract that is inconsistent with sections 3 and 4 is in effect for 1 or more employees of a public employer on September 27, 2011, the requirements of section 3 or 4 do not apply to an employee covered by that contract until the contract expires. A public employer's expenditures for medical benefit plans under a collective bargaining agreement or other contract described in this subsection shall be excluded from calculation of the public employer's maximum payment under section 4. The requirements of sections 3 and 4 apply to any extension or renewal of the contract.

(2) A collective bargaining agreement or other contract that is executed on or after September 27, 2011 shall not include terms that are inconsistent with the requirements of sections 3 and 4.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 272, Imd. Eff. Dec. 30, 2013.

**Compiler's note:** Enacting section 1 of Act 272 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature that September 27, 2011 is the date on and after which a new contract must comply with this act. This amendatory act is curative and applies retroactively."

**15.566 Deduction by public employer.**

Sec. 6. A public employer may deduct the covered employee's or elected public official's portion of the cost of a medical benefit plan from compensation due to the covered employee or elected public official. The employer may condition eligibility for the medical benefit plan on the employee's or elected public official's authorizing the public employer to make the deduction.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011.

**15.567 Applicability of requirements to medical benefit plans of public employees and elected public officials; scope; effect of certain sections found to be invalid.**

Sec. 7. (1) The requirements of this act apply to medical benefit plans of all public employees and elected public officials to the greatest extent consistent with constitutionally allocated powers, whether or not a public employee is a member of a collective bargaining unit.

(2) If a court finds the requirements of section 3 to be invalid, the expenditure limit in section 4 shall apply to a public employer that does not exempt itself under section 8, except that the requirement for a majority vote of the governing body of the public employer in section 4 shall not apply. If a court finds section 4 to be invalid, the expenditure limit in section 3 shall apply to each public employer that does not exempt itself under section 8.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011.

**15.568 Exemption from act; extension; exceptions.**

Sec. 8. (1) By a 2/3 vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a local unit of government may exempt itself from the requirements of this act for the next succeeding medical benefit plan coverage year.

(2) A 2/3 vote of the governing body of the local unit of government prior to the beginning of each succeeding medical benefit plan coverage year is required to extend an exemption under this section.

(3) An exemption under this section is not effective for a city with a mayor who is both the chief executive and chief administrator, unless the mayor also approves the exemption.

(4) An exemption under this section is not effective for a county with a county executive who is both the chief executive and chief administrator, unless the county executive also approves the exemption.

(5) An exemption under this section is not effective for a city with a population greater than 600,000.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 273, Imd. Eff. Dec. 30, 2013;—Am. 2014, Act 184, Imd. Eff. June 20, 2014.

**15.569 Noncompliance by public employer; penalty.**

Sec. 9. If a public employer fails to comply with this act, the public employer shall permit the state treasurer to reduce by 10% each economic vitality incentive program payment received under 2011 PA 63 and the department of education shall assess the public employer a penalty equal to 10% of each payment of any funds for which the public employer qualifies under the state school aid act of 1979, 1979 PA 94, MCL 388.1601 to 388.1772, during the period that the public employer fails to comply with this act. Any reduction setoff or penalty amounts recovered shall be returned to the fund from which the reduction is assessed or upon which the penalty is determined. The department of education may also refer the penalty collection to the department of treasury for collection consistent with section 13 of 1941 PA 122, MCL 205.13.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE  
A CONTRACT AMENDMENT WITH THE AREA AGENCY ON AGING OF  
WESTERN MICHIGAN, INC. AND TO AUTHORIZE THE RELATED BUDGET  
AMENDMENT FOR OLDER ADULT TRANSPORTATION ASSISTANCE

WHEREAS:

1. The City of Wyoming and Area Agency on Aging of Western Michigan (AAAWM) have an established mission to serve and support senior citizens.
2. The City of Wyoming and AAAWM have an established contract, contract number 58.98, to provide transportation assistance services for the period of October 1, 2019 ending September 30, 2022, subject to annual funding availability.
3. The City of Wyoming has applied to obtain annual funding under said contract effective October 1, 2021 through September 30, 2022.
4. The Board of Directors of AAAWM voted to award \$11,000 as the annual funding amount to the City of Wyoming to provide transportation services for older adults for the period ending September 30, 2022.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the Mayor and City Clerk to execute the Contract Amendment, 58.98-FY22.1, for Services to Older Adults under Title III of the Older Americans Act and/or Older Michigianians Act, for a total awarded grant amount of \$11,000.
2. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes

                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 20, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Budget Amendment

Staff Report

Contract Amendment

Resolution No. \_\_\_\_\_



## STAFF REPORT

Date: September 9, 2021

Subject: Contract & Grant Award for Older Adult Transportation Assistance Program

From: Rebecca Rynbrandt, Director of Community Services

CC: Krashawn Martin, Recreation Supervisor; Chad Boprie, Recreation Programmer II

Meeting Date: September 20, 2021

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### **RECOMMENDATION:**

It is recommended that the City Council approve a contract amendment with the Area Agency on Aging of Western Michigan (AAAWM) to provide older adult transportation assistance. The contract amendment affirms an \$11,000 grant award to provide for the annual funding of the Wyoming Senior Center's (WSC) Older Adult Transportation Program.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Through grant support, the City, through the Wyoming Senior Center (WSC), will provide over 8,000 Go! Bus rides for area adults, 60 years of age and older, who have limited economic means, are disabled, and are socially isolated. Program participants use tickets to attend the WSC and to perform activities of daily living and contribute to the local economy. Participant surveys indicated that Go! Bus tickets are used to: improve quality of life, access medical appointments, obtain food and other services. Increased access to programming at the WSC, provides a safe, structured and engaging environment for participants.

### **DISCUSSION:**

The City of Wyoming and AAWM have an established contract, contract number 58.98, to provide transportation assistance services for the period of October 1, 2019 through September 30, 2022, subject to annual funding availability.

Our application for annual continuation funding, year two of the contract, has met with success. The AAWM Board of Directors voted in favor of granting an annual funding award of \$11,000 specifically for the period October 1, 2021 through September 30, 2022.

Older Americans Act dollars which funds this program become available October 1, 2021. We were pleased that the program's merits and vital service it provides to area older adults continue to be recognized by the AAWM. This innovative program is one of many such programs offered by the Community Services Department's Parks and Recreation service area in support of area older adults and is administered out of the Wyoming Senior Center.

**BUDGET IMPACT:**

Funding for this program is provided through grants. An additional \$11,000 will be leveraged to provide for transportation services for older adults. The attached budget amendment has been prepared by the Finance Department.

CONTRACT AMENDMENT

STATEMENT OF PURPOSE

The **Area Agency on Aging of Western Michigan, Inc. (AAAWM)**, a Michigan non-profit Corporation, and **City of Wyoming (Service Partner)**, a Michigan municipality, entered into Contract numbered 51.98 in which the Service Partner undertook to provide certain services with state and federal funding for the three-year period ending September 30, 2022. The parties now agree to amend the provisions of that contract.

AGREEMENT OF PARTIES

As of July 26, 2021, AAWM and the Service Partner agree:

1. That the amount of funds the AAWM agrees to pay, for the budget period October 1, 2021 through September 30, 2022, as provided in the Contract of October 1, 2019, shall not exceed **\$11,000.00 (Eleven thousand and 00/100 dollars)**.
2. Service Partner is to provide services funded through this contract during each of the twelve (12) months of the fiscal year unless a waiver has been granted.
3. That the amount the Service Partner agrees to provide as Local Match, for the budget period October 1, 2021 through September 30, 2022, as specified in the Contract of October 1, 2019, shall be not less than **\$1,222.00 (One thousand two hundred twenty-two and 00/100 dollars)**.
4. That Service Budget, Attachment I-A, is deleted and Service Budget, Attachment I-A, dated August 16, 2021, is added.
5. That Older Americans Act Funding Distribution (Attachment II) is deleted and Older Americans Act Funding Distribution (Attachment II) dated July 26, 2021 is added.

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.  
A MICHIGAN NONPROFIT CORPORATION

By: Jackie O'Connor  
Jackie O'Connor, Executive Director  
Area Agency on Aging of Western Michigan

8.30.21  
Date

By: \_\_\_\_\_  
Person Authorized to Sign for Service Partner

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Approved as to form:

Title: \_\_\_\_\_

Scott G. Smith  
Scott G. Smith, City Attorney

# UNIT RATE BUDGET FORM

*Older Americans Act FY2022*

OAA 51.98 - FY22.1

Attachment I-A

**Service Partner:** Wyoming, City of

**Service:** Transportation - Public

**Date:** 08/16/2021

**Prepared by:** Chad Boprie

## Unit Rate Budget

<b>I. Funding Summary:</b>	
Federal Funds	\$11,000
One-time Federal Funds	
State Funds	\$0
One-time State Funds	
<b>TOTAL AAAM FUNDS AWARDED</b>	<b>\$11,000</b>
Minimum Number of Units to be Provided	3,022
Estimated Number of Clients Who Will Receive Service	80

<b>II. Total Per Unit Cost:</b> Please explain program costs, lines 1-4, in the narrative below.	
1 Administration & Fundraising Expenses	\$0.54
2 Direct Service Cost	\$0.00
3 Equipment & Supplies	\$3.50
4 Other (Occupancy, Communication, etc.)	\$0.00
<b>5 Total Cost BEFORE Match:</b>	<b>\$4.04</b>
6 Less 10% Unit Match	\$0.40
<b>7 Unit Rate to be Paid by AAAM to Service Partner:</b>	<b>\$3.64</b>
<div style="display: flex; justify-content: space-between;"> <span style="color: red;">Does line 7 equal line 8?</span> <span style="color: red;"><b>YES. Continue to Other Resources.</b></span> </div>	
<b>8 Contracted Unit Rate:</b>	<b>\$3.64</b>

<b>III. Other Resources:</b>	
9 Projected Program Income	\$5,288
10 Projected Cost Share	

<b>IV. Match Required:</b>		<b>\$1,222</b>
Source of Cash Match:	Amount	Source of In-Kind Match:
	\$0	City of Wyoming
	\$0	
	\$0	
Total Local Cash Match:	\$0	Total Local In-Kind Match:
<b>Total Match:</b>		<b>\$4,400</b>
<div style="display: flex; justify-content: space-between;"> <span style="color: red;">Is Total Match equal to or greater than Match Required listed above?</span> <span style="color: red;"><b>YES. Continue to Cost Narrative.</b></span> </div>		

# UNIT RATE BUDGET FORM

*Older Americans Act FY2022*

## V. Program Cost Narrative

Complete the following budget narrative describing the basis for expenditures in each category.

**1. Administration & Fundraising:**

0.54 represents the time administrative staff spends managing ticket sales, reporting, and making phone calls to participants.

**2. Direct Service Cost:**

N/A

**3. Equipment & Supplies:**

\$3.50 represents the amount we pay for tickets.

**4. Other:**

N/A

**Attachment II**

**Contract No. 51.98 – FY22.1**

Area Agency on Aging of Western Michigan  
Older Americans Act (OAA) Funding Distribution  
October 1, 2021 – September 30, 2022

Funding as of: July 26, 2021

**City of Wyoming**

<b>Service</b>	<b>Source</b>	<b>CFDA</b>	<b>Award</b>
Transportation - Public	IIIB	93.044	\$11,000
		<b>Total Funding</b>	<b>\$11,000</b>

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT AN AGREEMENT WITH  
PROFESSIONAL CODE INSPECTIONS OF MI TO PROVIDE CODE INSPECTION SERVICES  
AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept an agreement from Professional Code Inspections of MI to provide professional code inspection services at a cost of \$36,000.00.
2. Funds for the services are available in account number 249-371-37100-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby enter into an agreement with Professional Code Inspections of MI to provide code inspection services.
2. The City Council does hereby authorize the City Manager to execute the Contract.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 20, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:  
Staff Report

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: September 14, 2021

Subject: City Council Concurrence and Authorization of the Code Inspection Contract with Professional Code Inspections of Michigan, Inc.

From: Dave Rupert, Inspections Supervisor

Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: September 20, 2021

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### RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute the Code Inspection contract between the City of Wyoming and Professional Code Inspections of MI (PCI). This up to \$36,000 contract helps the City of Wyoming maintain timely responses to inspection requests and plan review during periods of high demand or staff vacancies.

### COMMUNITY, SAFETY, STEWARDSHIP

This contract will allow the City to respond to residents and contractors in a timely manner when demand is high, or staff is reduced during vacations or illnesses. This is an efficient means to maintain the level of safety residents and contractors expect by allowing qualified staff from a neighboring inspection agency to assist the inspection department with inspections and plan review when it becomes necessary.

### DISCUSSION

In October of 2020, an inspector terminated employment with the City. Cascade Township graciously agreed to assist the City with plan review and building inspections however in May of 2021 they notified Wyoming that they no longer had the capacity to assist us. Staff solicited quotes from several local private inspection agencies in the spring of 2021. PCI was the only agency that affirmed they had capacity to provide the required services. Therefore, staff is pursuing this contract as a single source provider as defined in the City's Purchasing Policy.

Since early June PCI has been performing plan review and inspection under a lesser valued contract. Unfortunately, finding a qualified commercial inspector is taking longer than anticipated and the dollar amount of the fees is reaching the value for which City Council and Mayoral approval is required.

**BUDGET IMPACT**

The building inspection fund and the funds *Other Services* accounts are impacted. Staff is estimating an additional six months of assistance may be needed to fill the commercial inspection position. PCI is currently averaging approximately six thousand dollars per month for their services; therefore, we are seeking a \$36,000 contract. These funds will be available to the line item by executing an administrative budget amendment to transfer funds from salaries of the vacant commercial inspector position.

	Account Number	Total
Other Services	249-371-37100-956.000	\$36,000.00

###

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ADOPT THE CITY OF WYOMING  
2020-2022 PAVEMENT ASSET MANAGEMENT PLAN

WHEREAS:

1. As detailed in the attached staff report, the Wyoming City Council hereby adopts the 2020-2022 Pavement Asset Management Plan for the City of Wyoming.
2. This pavement asset management plan identifies existing pavement conditions, critical infrastructure and necessary funding to maintain Wyoming's pavement infrastructure.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby adopts the City of Wyoming 2020-2022 Pavement Asset Management Plan.

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 September 20, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
2020 Pavement Asset Management Plan

## STAFF REPORT

Date: September 15, 2021  
Subject: 2020-2022 City of Wyoming Pavement Asset Management Plan  
From: Russ Henckel, Assistant Director of Public Works/Engineering  
Meeting Date: September 20, 2021

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### **RECOMMENDATION:**

We recommend that the City Council adopt the City of Wyoming 2020 Pavement Asset Management Plan.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

A reliable transportation network provides safe and efficient transportation for all modes of travel and minimizes pollution with idling vehicles and unnecessary fuel consumption. Additionally, an efficient transportation network adds to the economic vitality of the City of Wyoming.

### **DISCUSSION:**

The City of Wyoming constantly plans for the future and constantly monitors the condition of its pavement infrastructure and budgets necessary improvements or maintenance. The attached plan for the City of Wyoming reviews the necessary funding and projects per the template prepared by the Transportation Asset Management Council (TAMC) and is required for future state and federal project funding.

It is in the best interest of the City of Wyoming to adopt the 2020-2022 Pavement Asset Management Plan.

### **BUDGET IMPACT:**

Funds for various projects are available in the Capital Improvement Fund Account and Major and Local Streets fund.

# City of Wyoming 2020 Pavement Asset Management Plan



A plan describing the City of Wyoming's roadway assets and conditions

*Prepared by:*  
Russ Henckel  
Assistant Director of Public Works  
(616)530-7254

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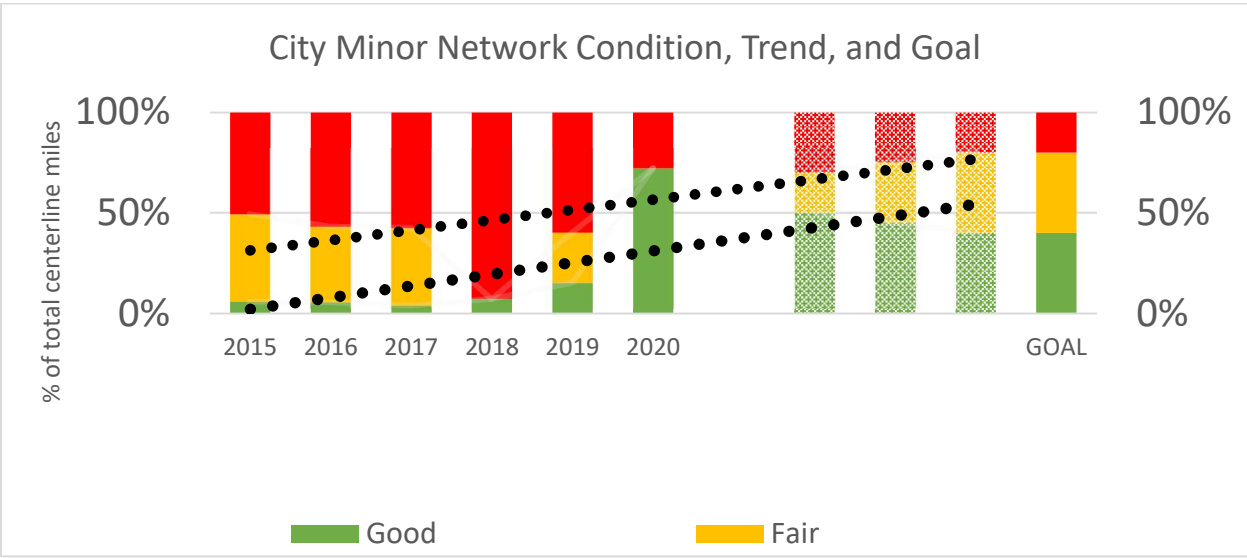
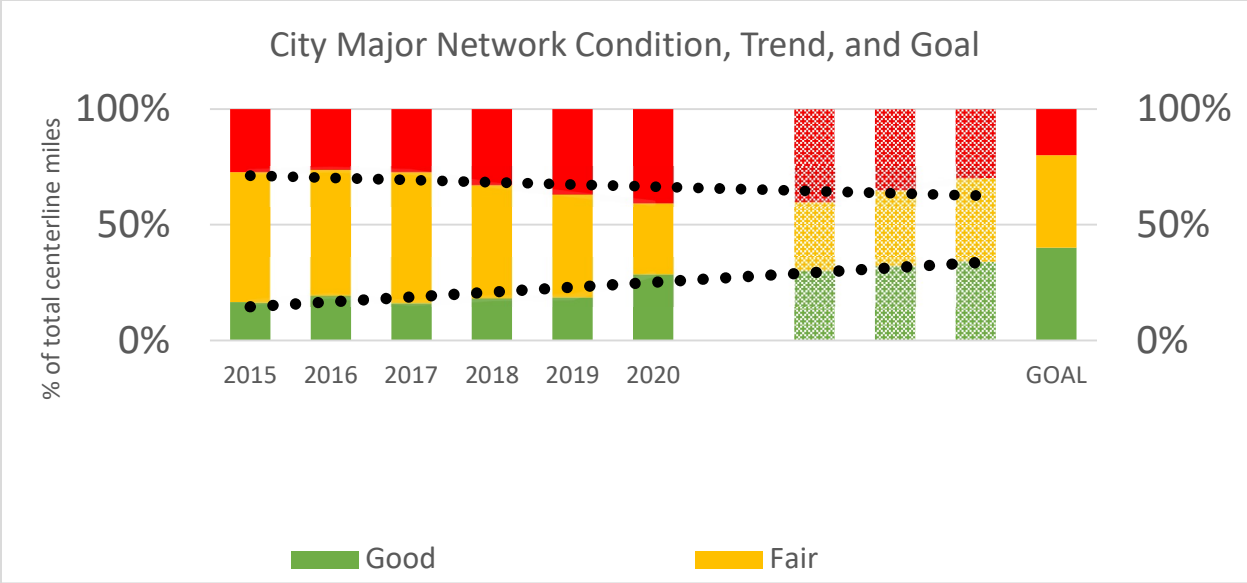
# EXECUTIVE SUMMARY

As conduits for commerce and connections to vital services, roads are among the most important assets in any community along with other assets like bridges, culverts, traffic signs, traffic signals, and utilities that support and affect roads. The City of Wyoming's (CoW) roads, other transportation assets, and support systems are also some of the most valuable and extensive public assets, all of which are paid for with taxes collected from ordinary citizens and businesses. The cost of building and maintaining roads, their importance to society, and the investment made by taxpayers all place a high level of responsibility on local agencies to plan, build, and maintain the road network in an efficient and effective manner. This asset management plan is intended to report on how CoW is meeting its obligations to maintain the public assets for which it is responsible.

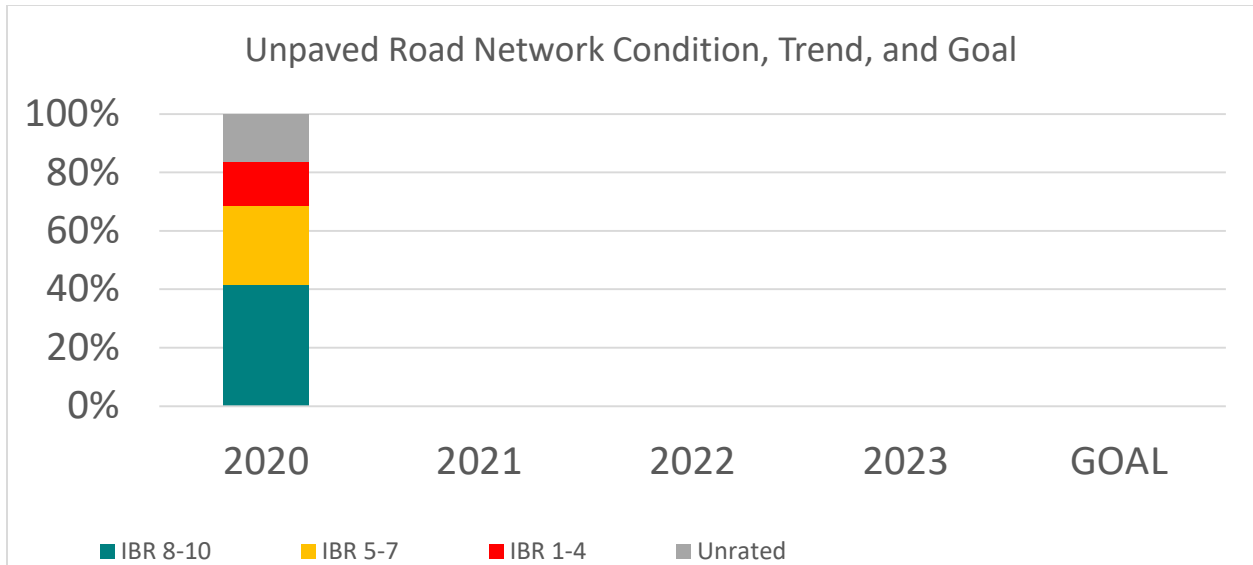
This plan overviews CoW's road assets and condition, and explains how CoW works to maintain and improve the overall condition of those assets. These explanations can help answer the following questions:

- What kinds of road assets CoW has in its jurisdiction, who owns them, and the different options for maintaining these assets.
- What tools and processes CoW uses to track and manage road assets and funds.
- What condition CoW's road assets are in compared to statewide averages.
- Why some road assets are in better condition than others and the path to maintaining and improving road asset conditions through proper planning and maintenance.
- How agency transportation assets are funded and where those funds come from.
- How funds are used and the costs incurred during CoW's road assets' normal life cycle.
- What condition CoW can expect its road assets if those assets continue to be funded at the current funding levels
- How changes in funding levels can affect the overall condition of all of CoW's road assets.

CoW owns and/or manages 254.627 centerline of roads. This road network can be divided into the city major network, the city minor network, the unpaved road network, and the National Highway System (NHS) network based on the different factors these roads have that influence asset management decisions. A summary of CoW historical and current network conditions, projected trends, and goals for city major network and city minor network can be seen in Figure and Figure:



A summary of CoW historical and current network conditions, projected trend and goal for the unpaved road network can be seen in Figure:



An asset management plan is required by Michigan Public Act 325 of 2018, and this document represents fulfillment of some of CoW’s obligations towards meeting these requirements. This asset management plan also helps demonstrate CoW’s responsible use of public funds by providing elected and appointed officials as well as the general public with inventory and condition information of CoW’s road assets, and gives taxpayers the information they need to make informed decisions about investing in its essential transportation infrastructure.

# INTRODUCTION

Asset management is defined by Public Act 325 of 2018 as “an ongoing process of maintaining, preserving, upgrading, and operating physical assets cost effectively, based on a continuous physical inventory and condition assessment and investment to achieve established performance goals”. In other words, asset management is a process that uses data to manage and track assets, like roads and bridges, in a cost-effective manner using a combination of engineering and business principles. This process is endorsed by leaders in municipal planning and transportation infrastructure, including the Michigan Municipal League, County Road Association of Michigan, the Michigan Department of Transportation (MDOT), and the Federal Highway Administration (FHWA). CoW is supported in its use of asset management principles and processes by the Michigan Transportation Asset Management Council (TAMC), formed by the State of Michigan.

Asset management, in the context of this plan, ensures that public funds are spent as effectively as possible to maximize the condition of the road network. Asset management also provides a transparent decision-making process that allows the public to understand the technical and financial challenges of managing road infrastructure with a limited budget.

The City of Wyoming (CoW) has adopted an “asset management” business process to overcome the challenges presented by having limited financial, staffing, and other resources while needing to meet road users’ expectations. CoW is responsible for maintaining and operating over 254.627 centerline of roads.

This plan outlines how CoW determines its strategy to maintain and upgrade road asset condition given agency goals, priorities of its road users, and resources provided. An updated plan is to be released approximately every three years to reflect changes in road conditions, finances, and priorities.

Questions regarding the use or content of this plan should be directed to Russ Henckel at 2660 Burlingame Ave, SW, Wyoming, MI 49509 or at (616)530-7254. Key terms used in this plan are defined in CoW’s comprehensive transportation asset management plan (also known as the “compliance plan”) used for compliance with PA 325 or 2018.

Knowing the basic features of the asset classes themselves is a crucial starting point to understanding the rationale behind an asset management approach. The following primer provides an introduction to pavements.

## **Pavement Primer**

Roads come in two basic forms—paved and unpaved. Paved roads have hard surfaces. These hard surfaces can be constructed from asphalt, concrete, composite (asphalt and concrete), sealcoat, and brick and block materials. On the other hand, unpaved roads have no hard surfaces. Examples of these surfaces are gravel and unimproved earth.

The decision to pave with a particular material as well as the decision to leave a road unpaved allows road-owning agencies to tailor a road to a particular purpose, environment, and budget. Thus, selecting a pavement type or leaving a road unpaved depends upon purpose, materials available, and budget. Each choice represents a trade-off between budget and costs for construction and maintenance.

Maintenance enables the road to fulfill its particular purpose. To achieve the maximum service for a pavement or an unpaved road, continual monitoring of a road's pavement condition is essential for choosing the right time to apply the right fix in the right place.

Here is a brief overview of the different types of pavements, how condition is assessed, and treatment options that can lengthen a road's service life.

### ***Surfacing***

Pavement type is influenced by several different factors, such as cost of construction, cost of maintenance, frequency of maintenance, and type of maintenance. These factors can have benefits affecting asset life and road user experience.

### ***Paved Surfacing***

Typical benefits and tradeoffs for hard surface types include:

- **Concrete pavement:** Concrete pavement, which is sometimes called a rigid pavement, is durable and lasts a long time when properly constructed and maintained. Concrete pavement can have longer service periods between maintenance activities, which can help reduce maintenance-related traffic disruptions. However, concrete pavements have a high initial cost and can be challenging to rehabilitate and maintain at the end of their service life. A typical concrete pavement design life will provide service for 30 years before major rehabilitation is necessary.
- **Hot-mix asphalt pavement (HMA):** HMA pavement, sometimes known as asphalt or flexible pavement, is currently less expensive to construct than concrete pavement (this is, in some part, due to the closer link between HMA material costs and oil prices that HMA pavements have in comparison with other pavement types). However, they require frequent maintenance activities to maximize their service life. A typical HMA pavement design life will provide service for 18 years before major rehabilitation is necessary. The vast majority of local-agency-owned pavements are HMA pavements.

- **Composite pavements:** Composite pavement is a combination of concrete and asphalt layers. Typically, composite pavements are old concrete pavements exhibiting ride-related issues that were overlaid by several inches of HMA in order to gain more service life from the pavement before it would need reconstruction. Converting a concrete pavement to a composite pavement is typically used as a “holding pattern” treatment to maintain the road in usable condition until reconstruction funds become available.
- **Sealcoat pavement:** Sealcoat pavement is a gravel road that have been sealed with a thin asphalt binder coating that has stone chips spread on top (not to be confused with a chip seal treatment over HMA pavement). This type of a pavement relies on the gravel layer to provide structure to support traffic, and the asphalt binder coating and stone chips shed water and eliminate the need for maintenance grading. Nonetheless, sealcoat pavement does require additional maintenance steps that asphalt and gravel do not require and does not last as long as HMA pavement, but it provides a low-cost alternative for lightly-trafficked areas and competes with asphalt for ride quality when properly constructed and maintained. Sealcoat pavement can provide service for ten or more years before the surface layer deteriorates and needs to be replaced.

### ***Unpaved Surfacing***

Typical benefits and tradeoffs for non-hard surfacing include:

- **Gravel:** Gravel is a low-cost, easy-to-maintain road surface made from layers of soil and aggregate (gravel). However, there are several potential drawbacks such as dust, mud, and ride smoothness when maintenance is delayed or traffic volume exceeds design expectations. Gravel roads require frequent low-cost maintenance activities. Gravel can be very cost effective for lower-volume, lower-speed roads. In the right conditions, a properly constructed and maintained gravel road can provide a service life comparable to an HMA pavement and can be significantly less expensive than the other pavement types.

### ***Pavement Condition***

Besides traffic congestion, pavement condition is what road users typically notice most about the quality of the roads that they regularly use—the better the pavement condition, the more satisfied users are with the service provided by the roadwork performed by road-owning agencies. Pavement condition is also a major factor in determining the most cost-effective treatment—that is, routine maintenance, capital preventive maintenance, or structural improvement—for a given section of pavement. As pavements age, they transition between “windows” of opportunity when a specific type of treatment can be applied to gain an increase in quality and extension of service life. Routine maintenance is day-to-day, regularly-scheduled, low-cost activity applied to “good” roads to prevent water or debris intrusion. Capital preventive maintenance (CPM) is a planned set of cost-effective treatments for “fair” roads that corrects pavement defects, slows further deterioration, and maintains the functional condition without increasing structural capacity. CoW uses pavement condition and age to anticipate when a specific section of pavement will be a potential candidate for preventive maintenance. More detail on this topic is included in the *Pavement Treatment* section of this primer.

Pavement condition data is also important because it allows road owners to evaluate the benefits of preventive maintenance projects. This data helps road owners to identify the most cost-effective use of road construction and maintenance dollars. Further, historic pavement condition data can enable road owners to predict future road conditions based on budget constraints and to determine if a road network's condition will improve, stay the same, or degrade at the current or planned investment level. This analysis can help determine how much additional funding is necessary to meet a network's condition improvement goals.

### ***Paved Road Condition Rating System***

CoW is committed to monitoring the condition of its road network and using pavement condition data to drive cost-effective decision-making and preservation of valuable road assets. CoW uses the Pavement Surface Evaluation and Rating (PASER) system to assess its paved roads. PASER was developed by the University of Wisconsin Transportation Information Center to provide a simple, efficient, and consistent method for evaluating road condition through visual inspection. The widely-used PASER system has specific criteria for assessing asphalt, concrete, sealcoat, and brick and block pavements. Information regarding the PASER system and PASER manuals may be found on the TAMC website at:

[http://www.michigan.gov/tamc/0,7308,7-356-82158\\_82627---,00.html](http://www.michigan.gov/tamc/0,7308,7-356-82158_82627---,00.html).

The TAMC has adopted the PASER system for measuring statewide pavement conditions in Michigan for asphalt, concrete, composite, sealcoat, and brick-and-block paved roads. Broad use of the PASER system means that data collected at CoW is consistent with data collected statewide. PASER data is collected using trained inspectors in a slow-moving vehicle using GPS-enabled data collection software provided to road-owning agencies at no cost to them. The method does not require extensive training or specialized equipment, and data can be collected rapidly, which minimizes the expense for collecting and maintaining this data.

The PASER system rates surface condition using a 1-10 scale where 10 is a brand new road with no defects that can be treated with routine maintenance, 5 is a road with distresses but is structurally sound that can be treated with preventive maintenance, and 1 is a road with extensive surface and structural distresses that is in need of total reconstruction.

Roads with lower PASER scores generally require costlier treatments to restore their quality than roads with higher PASER scores. The cost effectiveness of treatments generally decreases as the PASER number decreases. In other words, as a road deteriorates, it costs more dollars per mile to fix it, and the dollars spent are less efficient in increasing the road's service life. Nationwide experience and asset management principles tell us that a road that has deteriorated to a PASER 4 or less will cost more to improve and the dollars spent are less efficient. Understanding this cost principle helps to draw meaning from the current PASER condition assessment.

The TAMC has developed statewide definitions of road condition by creating three simplified condition categories—“good”, “fair”, and “poor”—that represent bin ranges of PASER scores having similar contexts with regard to maintenance and/or reconstruction. The definitions of these rating conditions are:

- “Good” roads, according to the TAMC, have PASER scores of 8, 9, or 10. Roads in this category have very few, if any, defects and only require minimal maintenance; they may be kept in this category longer using PPM. These roads may include those that have been recently seal coated or newly constructed. Figure 1 illustrates an example of a road in this category.
- “Fair” roads, according to the TAMC, have PASER scores of 5, 6, or 7. Roads in this category still show good structural support, but their surface is starting to deteriorate. Figure 1 illustrates two road examples in this category. CPM can be cost effective for maintaining the road’s “fair” condition or even raising it to “good” condition before the structural integrity of the pavement has been severely impacted. CPM treatments can be likened to shingles on a roof of a house: while the shingles add no structural value, they protect the house from structural damage by maintaining the protective function of a roof covering.
- “Poor” roads, according to the TAMC, have PASER scores of 1, 2, 3, or 4. These roads exhibit evidence that the underlying structure is failing, such as alligator cracking and rutting. These roads must be rehabilitated with treatments like a heavy overlay, crush and shape, or total reconstruction. Figure 1 illustrates a road in this category.

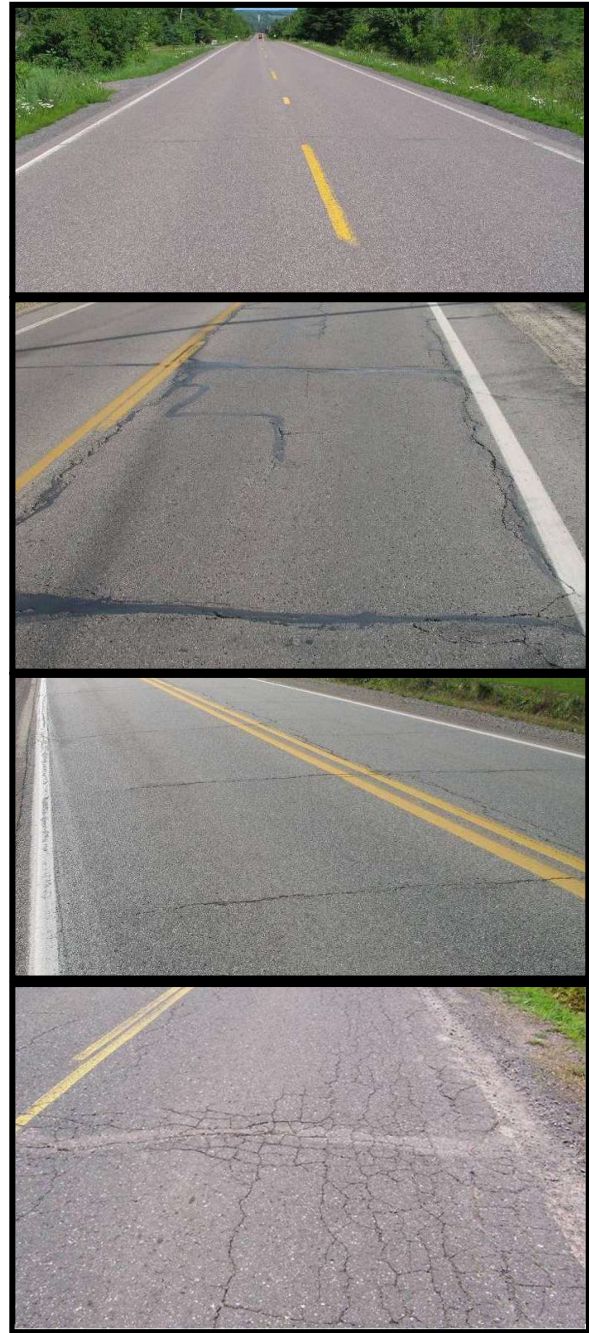


Figure 1: *Top image, right*– PASER 8 road that is considered “good” by the TAMC exhibit only minor defects. *Second image, right*– PASER 5 road that is considered “fair” by the TAMC. Exhibiting structural soundness but could benefit from CPM. *Third image, right*– PASER 6 road that is considered “fair” by the TAMC. *Bottom image, right*– PASER 2 road that is considered “poor” by the TAMC exhibiting significant structural distress.

The TAMC’s good, fair, and poor categories are based solely on the definitions, above. Therefore, caution should be exercised when comparing other condition assessments with these categories because other

condition assessments may have “good”, “fair”, or “poor” designations similar to the TAMC condition categories but may not share the same definition. Often, other condition assessment systems define the “good”, “fair”, and “poor” categories differently, thus rendering the data of little use for cross-system comparison. The TAMC’s definitions provide a statewide standard for all of Michigan’s road-owning agencies to use for comparison purposes.

PASER data is collected 100 percent every two years on all federal-aid-eligible roads in Michigan. The TAMC dictates and funds the required training and the format for this collection, and it shares the data regionally and statewide.

### ***Pavement Treatments***

Selection of repair treatments for roads aims to balance costs, benefits, and road life expectancy. All pavements are damaged by water, traffic weight, freeze/thaw cycles, and sunlight. Each of the following treatments and strategies—reconstruction, structural improvements, capital preventive maintenance, and others used by CoW—counters at least one of these pavement-damaging forces.

### ***Reconstruction***

Pavement reconstruction treats failing or failed pavements by completely removing the old pavement and base and constructing an entirely new road (Figure 2). Every pavement has to eventually be reconstructed and it is usually done as a last resort after more cost-effective treatments are done, or if the road requires significant changes to road geometry, base, or buried utilities. Compared to the other treatments, which are all improvements of the existing road, reconstruction is the most extensive rehabilitation of the roadway and therefore, also the most expensive per mile and most disruptive to regular traffic patterns. Reconstructed pavement will subsequently require one or more of the previous maintenance treatments to maximize service life and performance. A reconstructed road lasts approximately 20 years and costs \$300,000 per lane mile. The following descriptions outline the main reconstruction treatments used by CoW.



Figure 2: Examples of reconstruction treatments—(left) reconstructing a road and (right) road prepared for full-depth repair.

### ***Full-depth Concrete Repair***

A full-depth concrete repair removes sections of damaged concrete pavement and replaces it with new concrete of the same dimensions (Figure 2). It is usually performed on isolated deteriorated joint locations

or entire slabs that are much further deteriorated than adjacent slabs. The purpose is to restore the riding surface, delay water infiltration, restore load transfer from one slab to the next, and eliminate the need to perform costly temporary patching. This repair lasts approximately twelve years and typically costs \$100,000 per mile.

### ***Structural Improvement***

Roads requiring structural improvements exhibit alligator cracking and rutting and rated poor in the TAMC scale. Road rutting is evidence that the underlying structure is beginning to fail and it must be either rehabilitated with a structural treatment. Examples of structural improvement treatments include HMA overlay with or without milling, and crush and shape (Figure 3). The following descriptions outline the main structural improvement treatments used by CoW.



Figure 3: Examples of structural improvement treatments—(from left) HMA overlay on an unmilled pavement, milling asphalt pavement, and pulverization of a road during a crush-and-shape project.

### ***Crush and Shape***

During a crush and shape treatment, the existing pavement and base are pulverized and then the road surface is reshaped to correct imperfections in the road's profile (Figure 3). An additional layer of gravel is often added along with a new wearing surface such as an HMA overlay or chip seal. Additional gravel and an HMA overlay give an increase in the pavements structural capacity. This treatment is usually done on rural roads with severe structural distress; Adding gravel and a wearing surface makes it more prohibitive for urban roads if the curb and gutter is not raised up. Crush and shape treatments last approximately 14 years and cost \$150,000 per lane mile.

### ***Capital Preventive Maintenance***

Capital preventive maintenance (CPM) addresses pavement problems of fair-rated roads before the structural integrity of the pavement has been severely impacted. CPM is a planned set of cost-effective treatments applied to an existing roadway that slows further deterioration and that maintains or improves the functional condition of the system without significantly increasing the structural capacity. Examples of such treatments include crack seal, fog seal, chip seal, slurry seal, and microsurface (Figure 4). The purpose of the following CPM treatments is to protect the pavement structure, slow the rate of deterioration, and/or correct pavement surface deficiencies. The following descriptions outline the main CPM treatments used by CoW.



Figure 4: Examples of capital preventive maintenance treatments—(from left) crack seal, fog seal, chip seal, and slurry seal/microsurface.

#### ***Crack Seal***

Water that infiltrates the pavement surface softens the pavement structure and allows traffic loads to cause more damage to the pavement than in normal dry conditions. Crack sealing helps prevent water infiltration by sealing cracks in the pavement with asphalt sealant (Figure 4). CoW seals pavement cracks early in the life of the pavement to keep it functioning as strong as it can and for as long as it can. Crack sealing lasts approximately two years and costs \$4,000 per lane mile. Even though it does not last very long compared to other treatments, it does not cost very much compared to other treatments. This makes it a very cost-effective treatment when CoW looks at what crack filling costs per year of the treatment's life.

#### ***Fog Seal***

Fog sealing sprays a liquid asphalt coating onto the entire pavement surface to fill hairline cracks and prevent damage from sunlight (Figure 4). Fog seals are best for good to very good pavements and last approximately two years at a cost of \$1,000 per lane mile.

#### ***Chip Seal***

A chip seal, also known as a sealcoat, is a two-part treatment that starts with liquid asphalt sprayed onto the old pavement surface followed by a single layer of small stone chips spread onto the wet liquid asphalt layer (Figure 4). The liquid asphalt seals the pavement from water and debris and holds the stone chips in place, providing a new wearing surface for traffic that can correct friction problems and helping to prevent further surface deterioration. Chip seals are best applied to pavements that are not exhibiting problems with strength, and their purpose is to help preserve that strength. These treatments last

approximately five years and cost \$12,000 per lane mile. The CoW has elected not to use this method as a treatment method.

### *Slurry Seal/Microsurface*

A slurry seal or microsurface's purpose is to protect existing pavement from being damaged by water and sunlight. The primary ingredients are liquid asphalt (slurry seal) or modified liquid asphalt (microsurface), small stones, water and portland cement applied in a very thin (less than a half an inch) layer (Figure 4). The main difference between a slurry seal and a microsurface is the modified liquid asphalt used in microsurfacing provides different curing and durability properties, which allows microsurfacing to be used for filling pavement ruts. Since the application is very thin, these treatments do not add any strength to the pavement and only serves to protect the pavement's existing strength by sealing the pavement from sunlight and water damage. These treatments work best when applied before cracks are too wide and too numerous. A slurry seal treatment lasts approximately four years and costs \$20,000 per lane mile, while a microsurface treatment tends to last for seven years and costs \$25,000 per lane mile.

### *Partial-Depth Concrete Repair*

A partial-depth concrete repair involves removing spalled (i.e., fragmented) or delaminated (i.e., separated into layers) areas of concrete pavement, usually near joints and cracks and replacing with new concrete (Figure 5). This is done to provide a new wearing surface in isolated areas, to slow down water infiltration, and to help delay further freeze/thaw damage. This repair lasts approximately five years and typically costs \$20,000 per mile.



Figure 5: Examples of capital preventive maintenance treatments, cont'd—(from left) concrete road prepared for partial-depth repair, gravel road undergoing maintenance grading, and gravel road receiving dust control application (dust control photo courtesy of Weld County, Colora, weldgov.com).

## ***Maintenance***

Maintenance is the most cost-effective strategy for managing road infrastructure and prevents good and fair roads from reaching the poor category, which require costly rehabilitation and reconstruction treatments to create a year of service life. It is most effective to spend money on routine maintenance and

CPM treatments, first; then, when all maintenance project candidates are treated, reconstruction and rehabilitation can be performed as money is available. This strategy is called a “mix-of-fixes” approach to managing pavements.

# 1. PAVEMENT ASSETS

Building a mile of new road can cost over \$1 million due to the large volume of materials and equipment that are necessary. The high cost of constructing road assets underlines the critical nature of properly managing and maintaining the investments made in this vital infrastructure. The specific needs of every mile of road within an agency's overall road network is a complex assessment, especially when considering rapidly changing conditions and the varying requisites of road users; understanding each road-mile's needs is an essential duty of the road-owning agency.

In Michigan, many different governmental units (or agencies) own and maintain roads, so it can be difficult for the public to understand who is responsible for items such as planning and funding construction projects, [patching] repairs, traffic control, safety, and winter maintenance for any given road. MDOT is responsible for state trunkline roads, which are typically named with "M", "I", or "US" designations regardless of their geographic location in Michigan. Cities and villages are typically responsible for all public roads within their geographic boundary with the exception of the previously mentioned state trunkline roads managed by MDOT. County road commissions (or departments) are typically responsible for all public roads within the county's geographic boundary, with the exception of those managed by cities, villages, and MDOT.

In cases where non-trunkline roads fall along jurisdictional borders, local and intergovernmental agreements dictate ownership and maintenance responsibility. Quite frequently, roads owned by one agency may be maintained by another agency because of geographic features that make it more cost effective for a neighboring agency to maintain the road instead of the actual road owner. Other times, road-owning agencies may mutually agree to coordinate maintenance activities in order to create economies of scale and take advantage of those efficiencies.

The CoW is responsible for a total of 254.627 centerline of public roads, as shown in Figure 6.

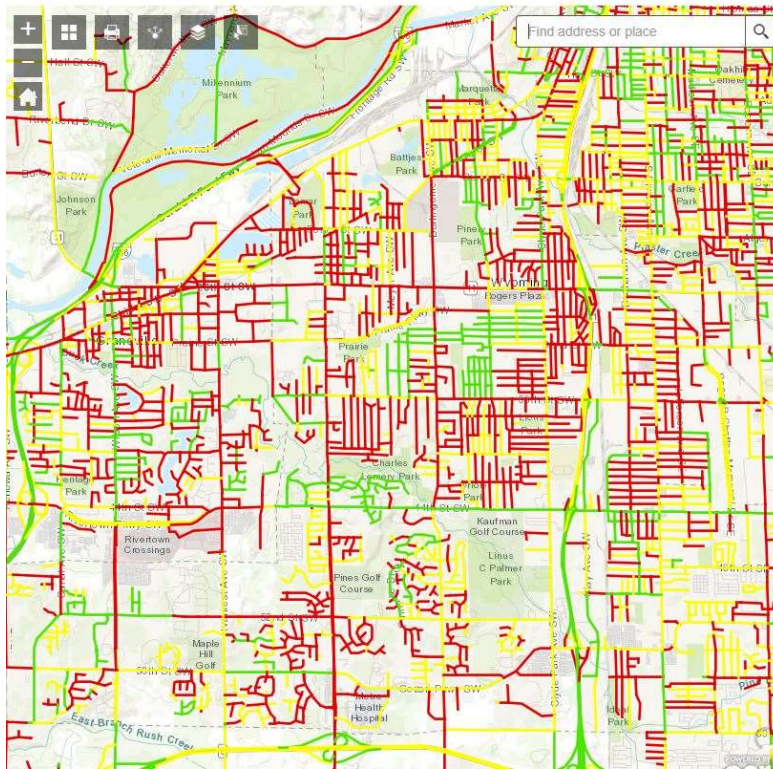


Figure 6: Map showing location of CoW's paved roads (i.e., those managed by CoW) and their current condition for paved roads with green for good (i.e., PASER 10, 9, 8), yellow for fair (i.e., PASER 7, 6, 5), and red for poor (i.e., PASER 4, 3, 2, 1), as well as the location of CoW's unpaved roads in blue

## Inventory

Michigan Public Act 51 of 1951 (PA 51), which defines how funds from the Michigan Transportation Fund (MTF) are distributed to and spent by road-owning agencies, classifies roads owned by CoW as either city major or city minor roads. State statute prioritizes expenditures on the city major road network.

Figure 6 illustrates the percentage of roads owned by CoW that are classified as city major and city minor roads. Figure 7 illustrates this breakdown of these road networks by township boundary within CoW's jurisdiction.

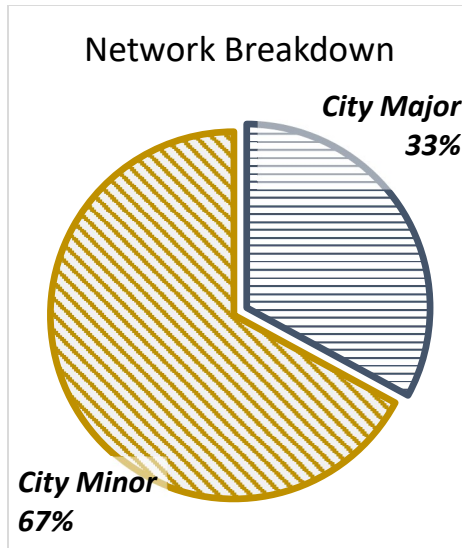


Figure 7: Percentage of city major and city minor roads for CoW.

CoW manages 17.993 miles of roads that are part of the National Highway System (NHS)—in other words, those roads that are critical to the nation’s economy, defense, and mobility—and monitors and maintains their condition. The NHS is subject to special rules and regulations and has its own performance metrics dictated by the FHWA. While most NHS roads in Michigan are managed by MDOT, CoW manages a percentage of those roads located in its jurisdiction, as shown in Figure 8.

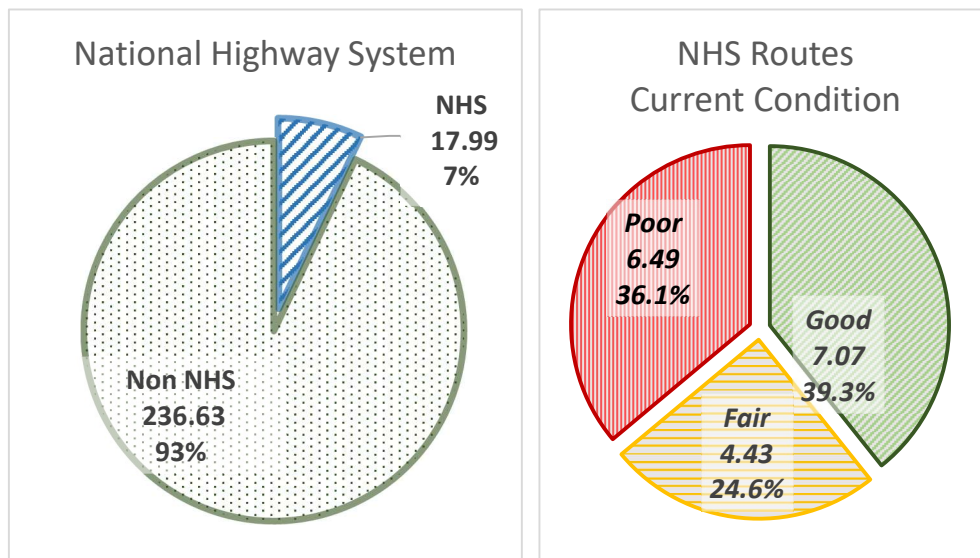


Figure 8: Miles of roads managed by CoW that are part of the National Highway System and condition.

CoW also owns and manages 0.917 miles of unpaved roads.

**Types**

CoW has multiple types of pavements in its jurisdiction, including: asphalt, concrete, and undefined; it also has unpaved roads (i.e, gravel and/or earth). Factors influencing pavement type include cost of construction, cost of maintenance, frequency of maintenance, type of maintenance, asset life, and road user experience. More information on pavement types is available in the Introduction’s Pavement Primer.

Figure 9 illustrates the percentage of various pavement types that CoW has in its network.

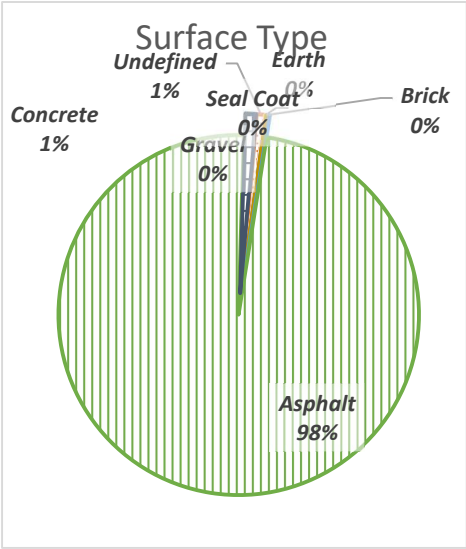


Figure 9: Pavement type by percentage maintained by CoW Undefined pavements have not been inventoried in CoW’s asset management system to date, but will be included as data becomes available.

**Locations**

Locations and sizes of each asset can be found in CoW’s Roadsoft database. For more detail, please refer to the agency contact listed in the *Introduction* of this pavement asset management plan.

**Condition**

The road characteristic that road users most readily notice is pavement condition. Pavement condition is a major factor in determining the most cost-effective treatment—that is, routine maintenance, capital preventive maintenance, or structural improvement—for a given section of pavement. CoW uses pavement condition and age to anticipate when a specific section of pavement will be a potential candidate for preventive maintenance. Pavement condition data enables CoW to evaluate the benefits of preventive maintenance projects and to identify the most cost-effective use of road construction and maintenance dollars. Historic pavement condition data can be used to predict future road conditions based on budget constraints and to determine if a road network’s condition will improve, stay the same, or degrade at the current or planned investment level. This analysis helps to determine how much additional

funding is necessary to meet a network’s condition improvement goals. More detail on this topic is included in the Introduction’s *Pavement Primer*.

***Paved Roads***

CoW is committed to monitoring the condition of its road network and using pavement condition data to drive cost-effective decision-making and preservation of valuable road assets. CoW uses the Pavement Surface Evaluation and Rating (PASER) system, which has been adopted by the TAMC for measuring statewide pavement conditions, to assess its paved roads. The PASER system provides a simple, efficient, and consistent method for evaluating road condition through visual inspection. More information regarding the PASER system can be found in the Introduction’s *Pavement Primer*.

CoW collects 100 percent of its PASER data every two years on all federal-aid-eligible roads in Michigan. In addition, CoW collects 100 percent of its paved non-federal-aid-eligible network using its own staff and resources.

CoW’s 2020 paved city major road network has 29 percent of roads in the TAMC good condition category, 30 percent in fair, and 41 percent in poor (Figure 10A). The paved city minor road network has 16 percent in good, 25 percent in fair, and 59 percent in poor (Figure 10B).

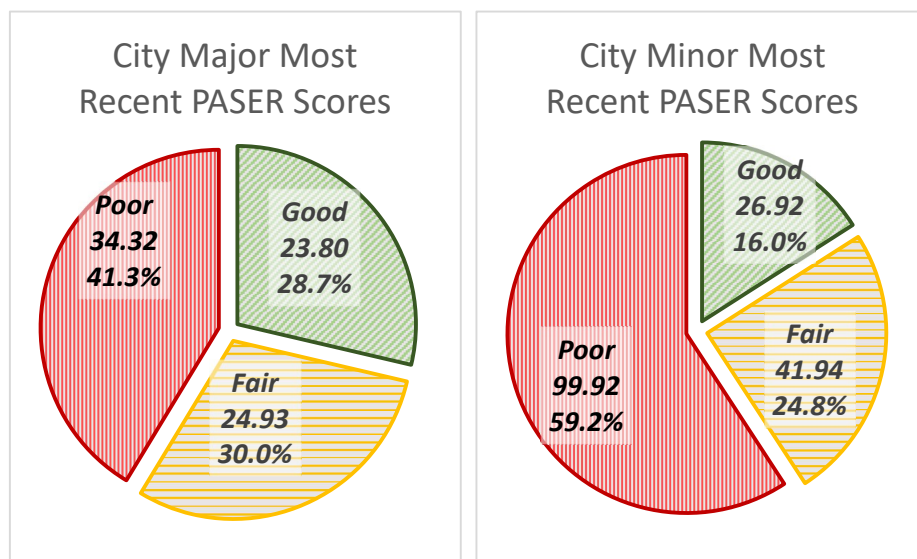


Figure 10: (A) Left: CoW paved city major road network conditions by percentage of good, fair, or poor, and (B) Right: paved city minor road network conditions by percentage of good, fair, or poor

In comparison, the statewide paved city major road network has 21 percent of roads in the TAMC good condition category, 40 percent in fair, and 39 percent in poor (Figure 11A). The statewide paved city minor road network has 16 percent in good, 30 percent in fair, and 54 percent in poor (Figure 11B). Comparing Figure 10A and Figure 11A shows that CoW’s paved city major road network is the same than similarly-classified roads in the rest of the state, while Figure 10B and Figure 11B show that CoW’s paved city minor road network is better than similarly-classified roads in the rest of the state. Other road

condition graphs can be viewed on the TAMC pavement condition dashboard at: <http://www.mcgi.state.mi.us/mitrp/Data/PaserDashboard.aspx>.

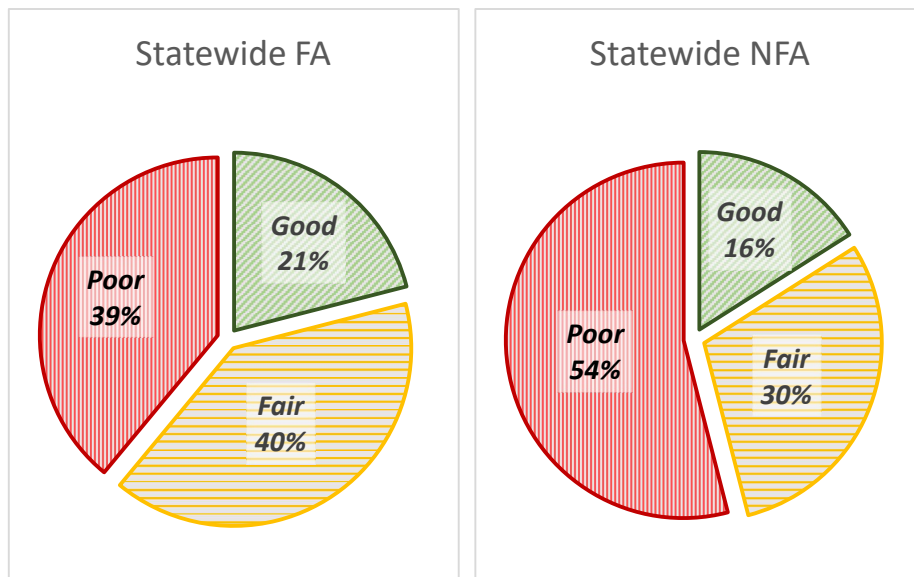


Figure 11: (A) Left: Statewide paved city major road network conditions by percentage of good, fair, or poor, and (B) Right: paved city minor road network conditions by percentage of good, fair, or poor

Figure 12 and Figure 13 show the number of miles for CoW's roads with PASER scores expressed in TAMC definition categories for the paved city major road network (Figure 12) and the paved city minor road network (Figure 13). CoW considers road miles on the transition line between good and fair (PASER 8) and the transition line between fair and poor (PASER 5) as representing parts of the road network where there is a risk of losing the opportunity to apply less expensive treatments that gain significant improvements in service life.

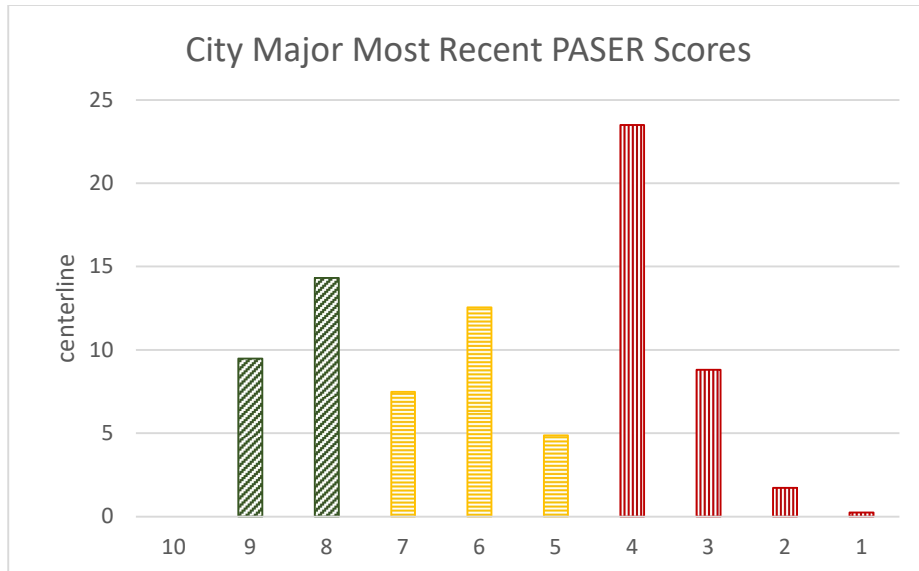


Figure 12: CoW paved city major road network conditions. Bar graph colors correspond to good/fair/poor TAMC designations.

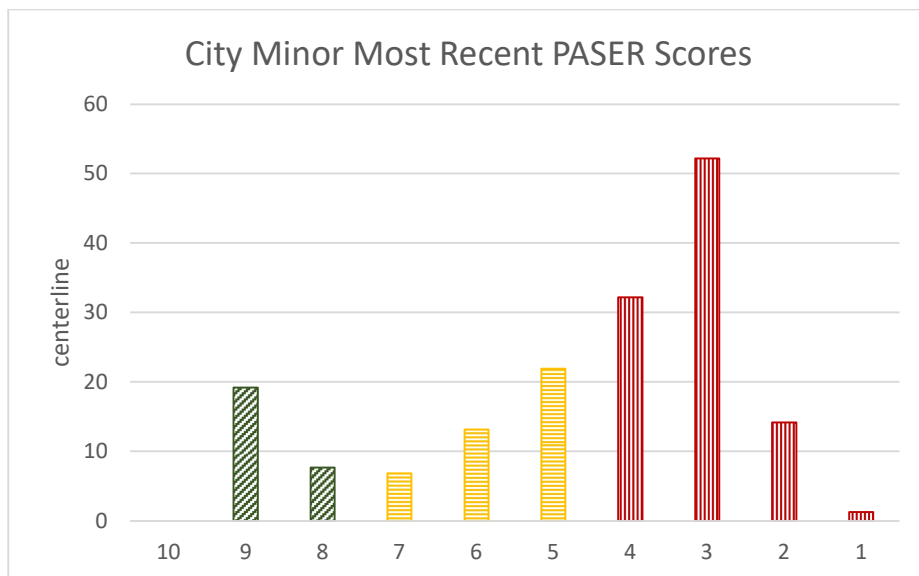


Figure 13: CoW paved city minor network condition by PASER rating. Bar graph colors correspond to good/fair/poor TAMC designations.

Figure 14 provides a map illustrating the geographic location of paved roads and their respective PASER condition. An online version of the most recent PASER data is located at <https://www.mcgi.state.mi.us/tamcMap/>.

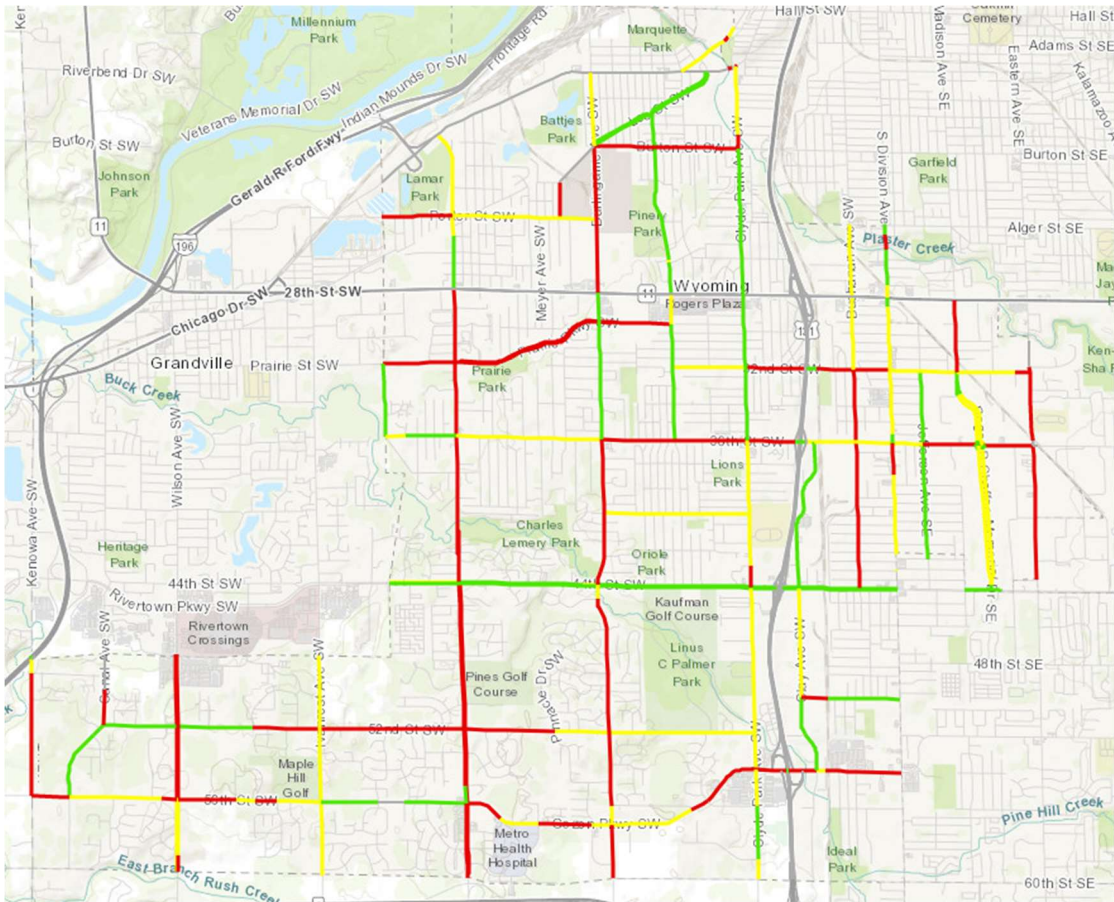


Figure 14: Map of the current paved road condition in good (PASER 10, 9, 8) shown in green, fair (PASER 7, 6, 5) shown in yellow, and poor (PASER 4, 3, 2, 1) shown in red. Only Roads owned by CoW are shown.

Historically, the overall quantity of CoW's paved major streets rated in good condition have been increasing, along with the major streets rated in poor condition, as can be observed in Figure 15.

Comparing CoW's paved city major street condition trends illustrated in Figure 15 with overall statewide condition trends for similarly-classified roads, which are illustrated in Figure 16, shows an improving local trend compared to the rest of the state.

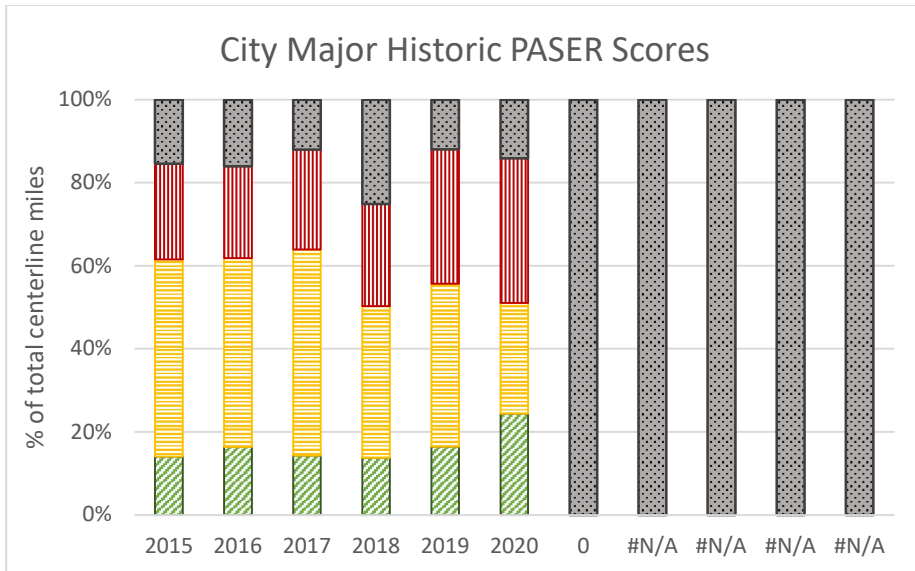


Figure 15: Historical CoW paved city major road network condition trend

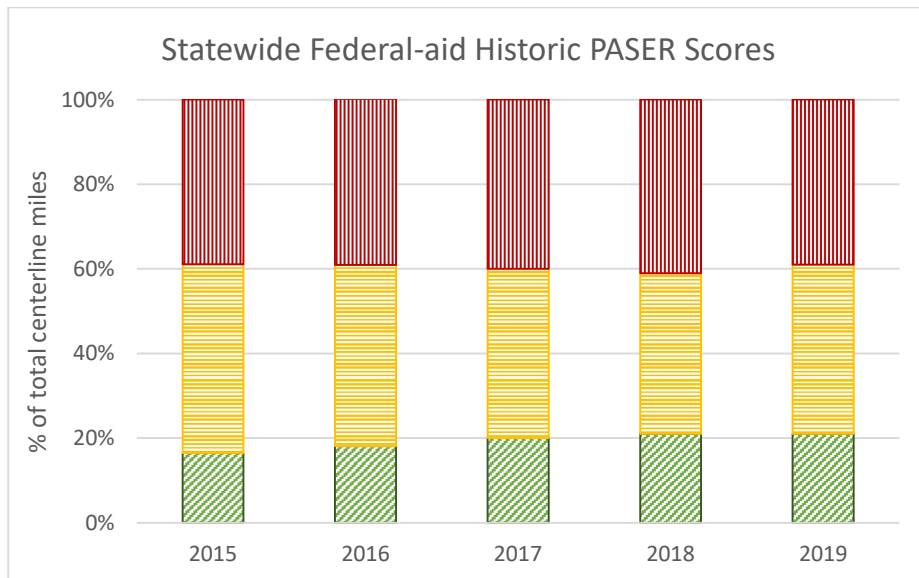


Figure 16: Historical statewide city major road network condition trend

Historically, the overall quantity of CoW's paved minor (local) streets rated in good condition have been increasing, along with the minor streets rated in poor condition. Figure 17 illustrates the condition of the paved city minor road network in CoW while Figure 18 illustrates these conditions statewide.

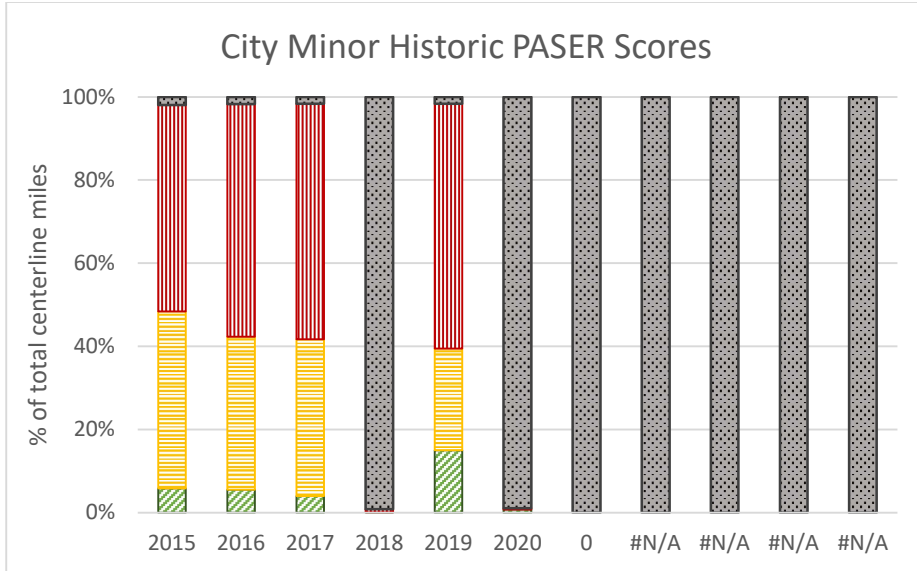


Figure 17: Historical CoW paved city minor road network condition trend

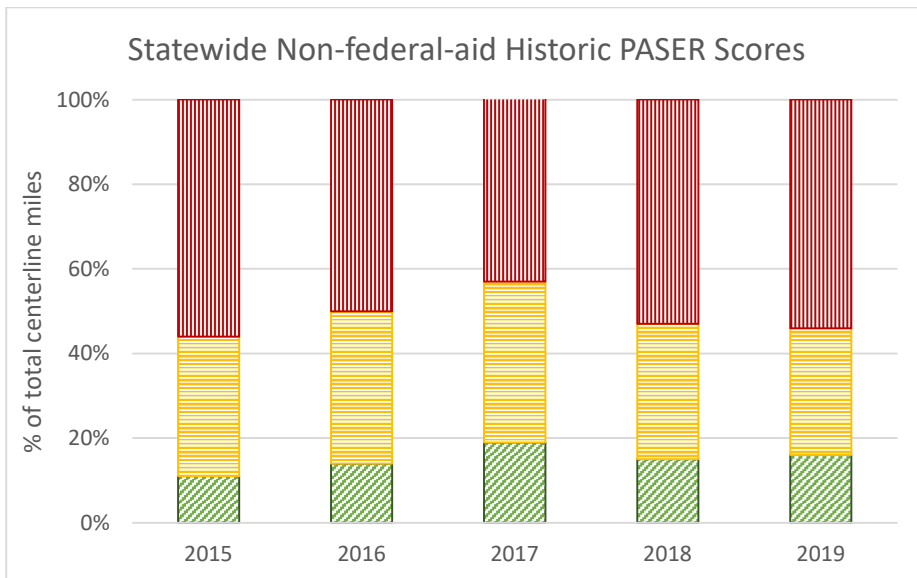


Figure 18: Historical statewide paved city minor road network condition trend

# Goals

Goals help set expectations to how pavement conditions will change in the future. Pavement condition changes are influenced by water infiltration, soil conditions, sunlight exposure, traffic loading, and repair work performed. CoW is not able to control any of these factors fully due to seasonal weather changes, traffic pattern changes, and its limited budget. In spite of the uncontrollable variables, it is still important to set realistic network condition goals that efficiently use budget resources to build and maintain roads meeting taxpayer expectations. An assessment of the progress toward these goals is provided in the *1. Pavement Assets: Gap Analysis* section of this plan.

## Goals for Paved City Major Roads

The overall goal for CoW’s paved city major road network is to maintain or improve road conditions network-wide at 2020 levels. The baseline condition for this goal is illustrated in Figure 19.

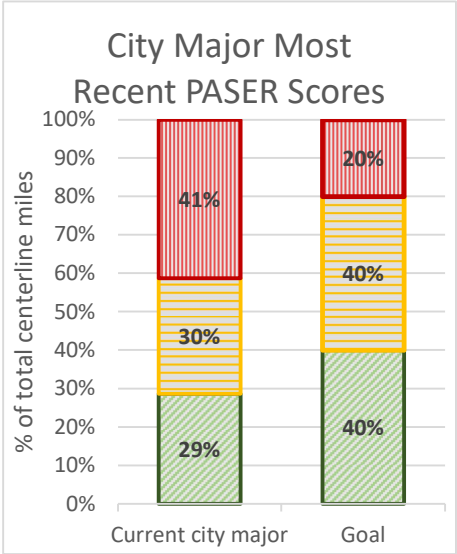


Figure 19: CoW's 2020 city major road network condition by percentage of good/fair/poor

CoW’s network-level pavement condition strategy for paved city major roads is:

1. Prevent its good and fair (PASER 10 - 5) paved city major from becoming poor (PASER 4 - 1).
2. Move 21percent of paved city major roads out of the poor category.

## Goals for Paved City Minor Roads

The overall goal for CoW’s paved city minor road network is to maintain or improve road conditions network-wide at 2020 levels. The baseline condition for this goal is illustrated in Figure 20.

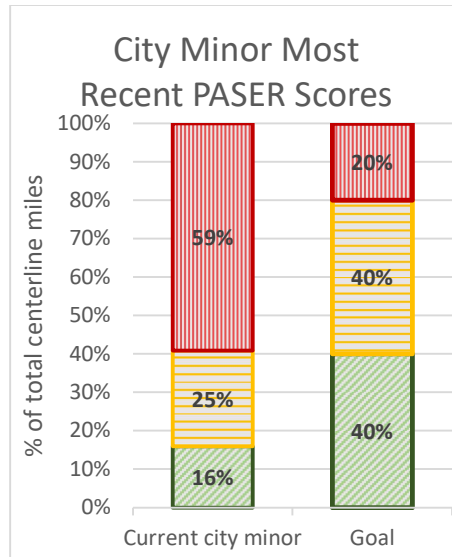


Figure 20: CoW 2020 paved city minor road network condition by percentage of good/fair/poor

CoW’s network-level pavement condition strategy for paved city minor roads is:

1. Prevent its good and fair (PASER 10 - 5) paved city minor roads from becoming poor (PASER 4 - 1).
2. Move 39 percent of paved city minor roads out of the poor category.

## Modelled Trends

Roads age and deteriorate just like any other asset. All pavements are damaged by water, traffic weight, freeze/thaw cycles, sunlight, and traffic weight. To offset natural deterioration and normal wear-and-tear on the road, CoW must complete treatment projects that either protect and/or add life to its pavements. The year-end condition of the whole network depends upon changes or preservation of individual road section condition that preservation treatments have affected.

CoW uses many types of repair treatments for its roads, each selected to balance costs, benefits, and road life expectancy. When agency trends are modelled, any gap between goals and accomplishable work becomes evident. Financial resources influence how much work can be accomplished across the network within agency budget and what treatments and strategies can be afforded; a full discussion of CoW’s financial resources can be found in the *5. Financial Resources* section.

Treatments and strategies that counter pavement-damaging forces include reconstruction, structural improvement, capital preventive maintenance, innovative treatments, and maintenance. For a complete discussion on the pavement treatment tools, refer to the *1. Introduction’s Pavement Primer*.

Correlating with each PASER score are specific types of treatments best performed either to protect the pavement (CPM) or to add strength back into the pavement (structural improvement) (Table 1). MDOT

provides guidance regarding when a specific pavement may be a candidate for a particular treatment. These identified PASER scores “trigger” the timing of projects appropriately to direct the right pavement fix at the right time, thereby providing the best chance for a successful project. The information provided in Table 1 is a guide for identifying potential projects; however, this table should not be the sole criteria for pavement treatment selection. Other information such as future development, traffic volume, utility projects, and budget play a role in project selection. This table should not be a substitute for engineering judgement.

**Table 1: Service Life Extension (in Years) for Pavement Types Gained by Fix Type<sup>1</sup>**

Fix Type	Life Extension (in years)*			
	Flexible	Composite	Rigid	PASER
HMA crack treatment	1-3	1-3	N/A	6-7
Overband crack filling	1-2	1-2	N/A	6-7
One course non-structural HMA overlay	5-7	4-7	N/A	4-5****
Mill and one course non-structural HMA overlay	5-7	4-7	N/A	3-5
Single course chip seal	3-6	N/A	N/A	5-7†
Double chip seal	4-7	3-6	N/A	5-7†
Single course microsurface	3-5	**	N/A	5-6
Multiple course microsurface	4-6	**	N/A	4-6****
Ultra-thin HMA overlay	3-6	3-6	N/A	4-6****
Paver placed surface seal	4-6	**	N/A	5-7
Full-depth concrete repair	N/A	N/A	3-10	4-5***
Concrete joint resealing	N/A	N/A	1-3	5-8
Concrete spall repair	N/A	N/A	1-3	5-7
Concrete crack sealing	N/A	N/A	1-3	4-7
Diamond grinding	N/A	N/A	3-5	4-6
Dowel bar retrofit	N/A	N/A	2-3	3-5***
Longitudinal HMA wedge/scratch coat with surface treatment	3-7	N/A	N/A	3-5****
Flexible patching	**	**	N/A	N/A
Mastic joint repair	1-3	1-3	N/A	4-7
Cape seal	4-7	4-7	N/A	4-7
Flexible interlayer "A"	4-7	4-7	N/A	4-7
Flexible interlayer "B" (SAMI)	4-7	4-7	N/A	3-7
Flexible interlayer "C"	4-7	4-7	N/A	3-7
Fiber reinforced flexible membrane	4-7	4-7	N/A	3-7
Fog seal	**	**	N/A	7-10
GSB 88	**	**	N/A	7-10
Mastic surface treatment	**	**	N/A	7-10
Scrub seal	**	**	N/A	4-8

\* The time range is the expected life extending benefit given to the pavement, not the anticipated longevity of the treatment.

\*\* Data is not available to quantify the life extension.

\*\*\* The concrete slabs must be in fair to good condition.

\*\*\*\* Can be used on a pavement with a PASER equal to 3 when the sole reason for rating is rutting or severe raveling of the surface asphalt layer.

† For PASER 4 or less providing structural soundness exists and that additional pre-treatment will be required for example, wedging, bar seals, spot double chip seals, injection spray patching or other pre-treatments.

<sup>1</sup> Part of Appendix D-1 from *MDOT Local Agency Programs Guidelines for Geometrics on Local Agency Projects* 2017 Edition Approved Preventive Maintenance Treatments

### *NCPP Network Quick Check to Forecast Future Trends*

The National Center for Pavement Preservation (NCPP) has developed an analysis method that gives an overall indicator of likely future road network condition trends. An example of this method along with a description is included as Appendix D.

The NCPP Quick Check works under the premise that a one-mile road segment loses one year of life each year that it is not treated with a maintenance, rehabilitation, or reconstruction project. For example, a 100-mile network loses 100 mile-years’ worth of life each year that it is not treated. Construction and maintenance projects add life to a road network, offsetting the steady yearly loss. For example, an overlay project that is expected to last 10 years and constructed on 5 miles of pavement will add 10-years x 5 miles = 50 mile-years of improvement, which is about half the value lost in one year on the example 100-mile network. In order for the network to remain stable, an agency would need to complete projects every year that offset all of the mile-years of loss, for this example 100 mile-years.

#### *Paved City Major Roads*

Table 2 illustrates the calculations for the NCPP Quick Check method of CoW’s paved city major road network. The treatments outlined in Table 2 are the average treatment volume of planned projects scheduled to be completed in 2020-2022. The *1. Pavement Assets: Planned Projects* section of this plan provides further detail. Results from the NCPP Quick Check for the paved city major roads indicate the average volume of work that CoW has been able to afford over the last five years is keeping up with the natural deterioration of the road network due to age and use. Continuing the current treatment volume on this network will result in an ongoing surplus of 9 mile-years of project benefit to stabilize this trend and maintain current conditions.

<b>Treatment Name</b>	<b>Average Yearly Miles of Treatment</b>	<b>Years of Life</b>	<b>Mile-Years</b>
Crack Seal	8	4	32
Resurface	4	10	40
Reconstruct	1	20	20
[Treatment 4]			0
[Treatment 5]			0
[Treatment 6]			0
[Treatment 7]			0
[Treatment 8]			0
<b>[Treatment 5]</b>			<b>92</b>
<b>[Treatment 6]</b>			<b>9</b>

The NCPP analysis of CoW’s planned projects from its currently-available budget does allow CoW to reach its pavement condition goal given the projects planned for the next three years.

***Paved City Minor Road***

Table 3 illustrates the calculations for the NCPP Quick Check method of CoW’s paved city minor road network. The treatments outlined in Table 3 are the average treatment volume of planned projects scheduled to be completed in 2020-2022. The *1. Pavement Assets: Planned Projects* section of this plan provides further detail. Results from the NCPP Quick Check for the paved city minor roads indicate the average volume of work that CoW has been able to afford over the last five years is keeping up with the natural deterioration of the road network due to age and use. Continuing the current treatment volume on this network will result in an ongoing surplus of 257 mile-years of project benefit to stabilize this trend and maintain current conditions.

<b>Table 3: NCPP Modelled Trends, Planned Projects, and Gap Analysis for ‘s Road Assets—Modelled Trends: NCPP Quick Check Method for Paved City Minor Road Network (170.808 miles)</b>			
<b>Treatment Name</b>	<b>Average Yearly Miles of Treatment</b>	<b>Years of Life</b>	<b>Mile-Years</b>
Crack Seal	4	4	16
Resurface	18	20	360
Reconstruct	2	25	50
[Treatment 4]			0
[Treatment 5]			0
[Treatment 6]			0
[Treatment 7]			0
[Treatment 8]			0
<b>[Treatment 5]</b>			<b>426</b>
<b>[Treatment 6]</b>			<b>257</b>

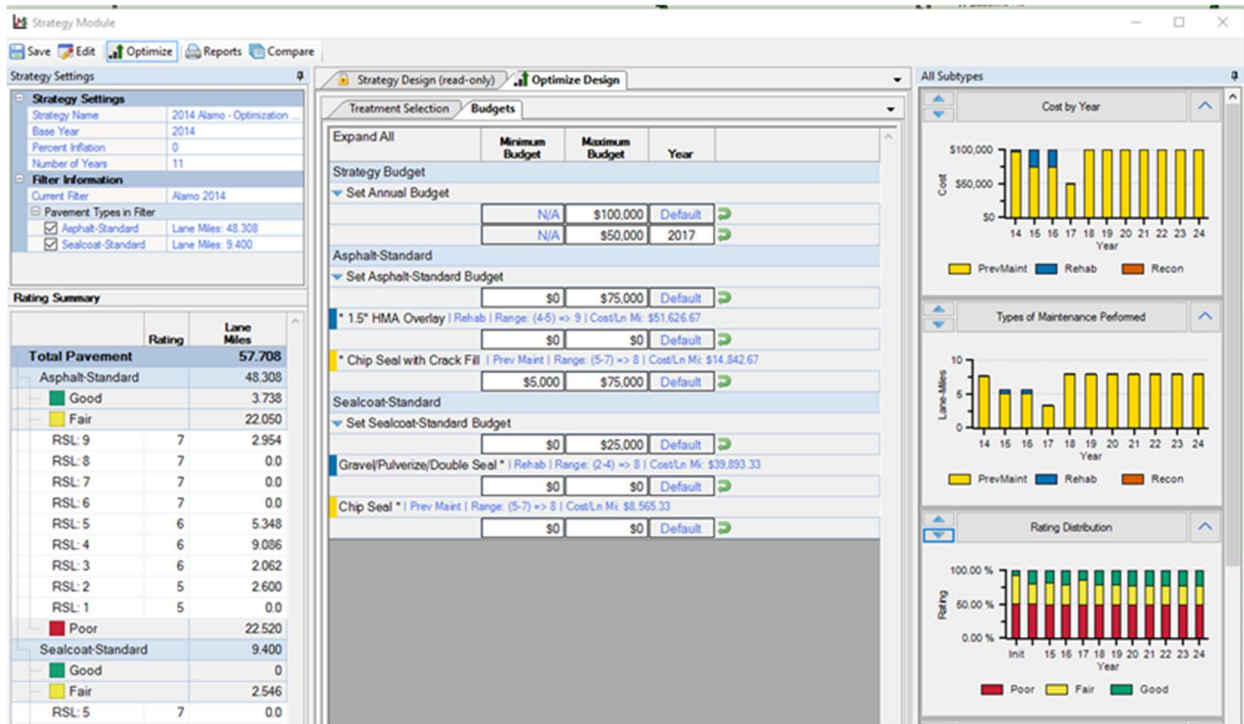
The NCPP analysis of CoW’s planned projects from its currently available budget does allow CoW to reach its pavement condition goals given the projects planned for the next three years.

***Roadsoft Pavement Condition Forecast to Forecast Future Trends***

CoW uses Roadsoft, an asset management software suite, to manage road- and bridge-related infrastructure. Roadsoft is developed by Michigan Technological University and is available for Michigan local agencies at no cost to them. Roadsoft uses pavement condition data to drive network-level deterioration models that forecast future road conditions based on planned construction and maintenance

work. A screenshot of Roadsoft’s pavement condition model and the associated output is shown in Figure 21.

Figure 21: Pavement condition forecast model in the software program Roadsoft.



### Paved City Major Roads

Table 4 illustrates the network-level model inputs for Roadsoft on the paved city major road network. Other pavement types in this network were neglected due to their small numbers relative to HMA pavements. The treatments outlined in Table 4 are the average treatment volume of planned projects scheduled to be completed in 2020-2022. See Appendix A of this plan for details on planned projects. Full model inputs and outputs are included in Appendix D.

**Table 4: NCPP Modelled Trends, Planned Projects, and Gap Analysis for ‘s Road Assets—Modelled Trends: Roadsoft Annual Work Program for the Paved City Major Road Network Forecast**

Treatment Name	Average Yearly Miles of Treatment	Years of Life	Mile-Years
Crack Seal	8	4	32
Resurface	4	10	40
Reconstruct	1	20	20
[Treatment 4]			0
[Treatment 5]			0
[Treatment 6]			0
[Treatment 7]			0
[Treatment 8]			0

Results from the Roadsoft network condition model for the city major roads are shown in Figure 22. The Roadsoft network analysis of CoW's planned projects from its currently-available budget does allow CoW to reach its pavement condition goals given the projects planned for the next three years.

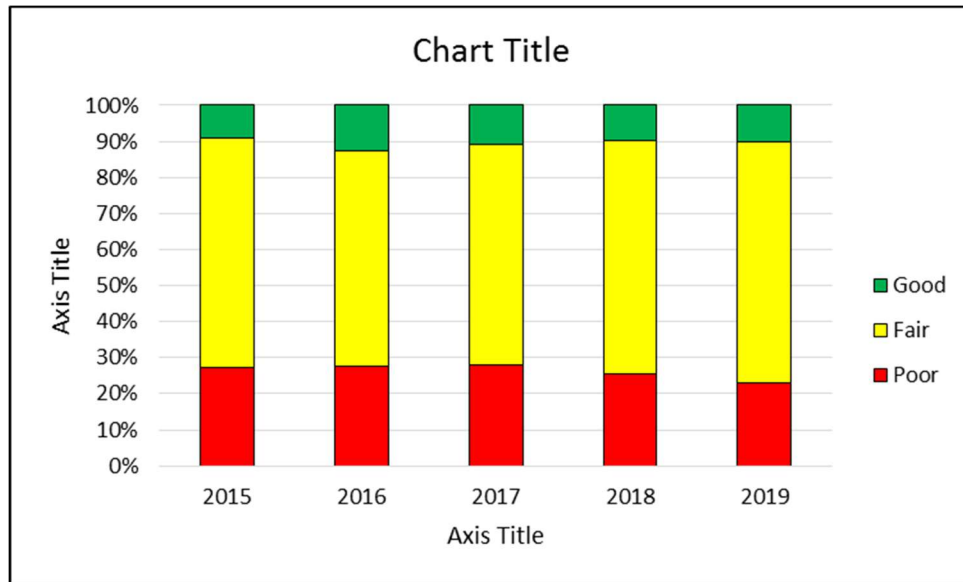


Figure 22: Forecast good/fair/poor changes to CoW network condition from planned projects on the city major road network.

### *Paved City Minor Road*

A screenshot of Roadsoft's pavement condition model and the associated output is shown in Figure 23.

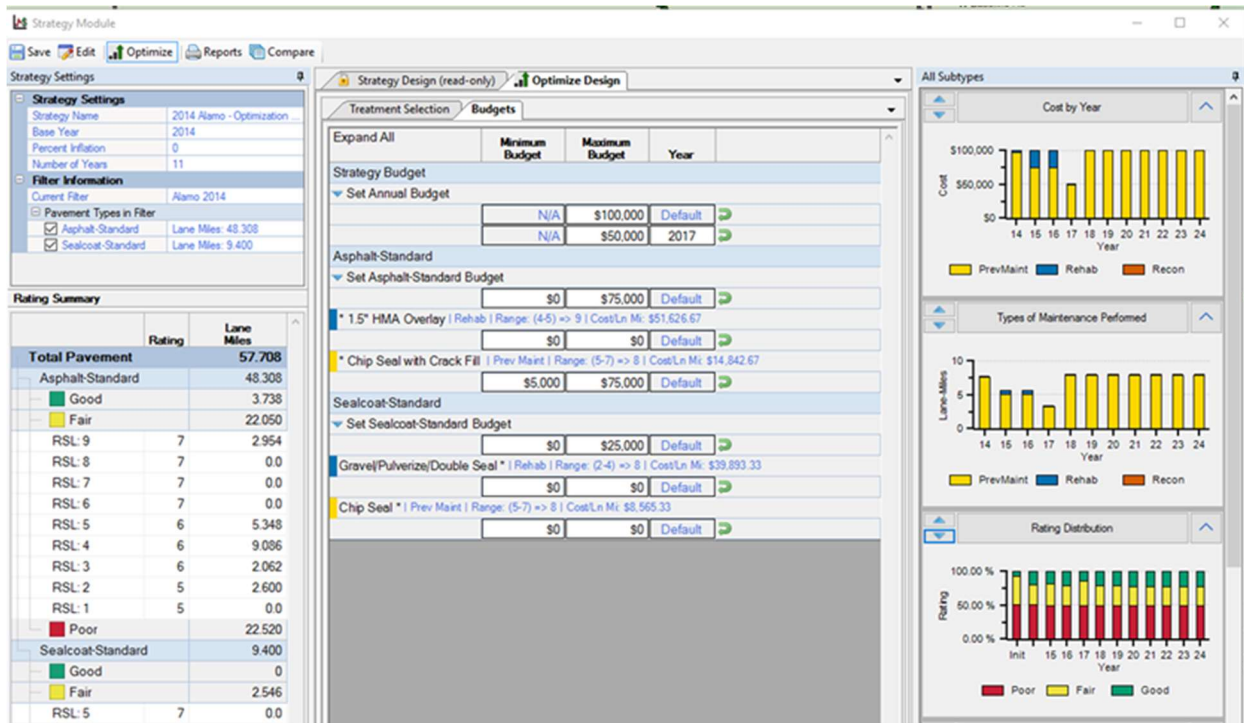


Figure 23: Pavement condition forecast model in the software program Roadsoft.

Table 5 illustrates the network-level model inputs for Roadsoft on the paved city minor road network. Other pavement types in this network were neglected due to their small numbers relative to HMA pavements. The treatments outlined in Table 5 are the average treatment volume of planned projects scheduled to be completed in 2020-2022. Details on planned projects are included in Appendix A, and full model inputs and outputs are included in Appendix D.

**Table 5: NCPP Modelled Trends, Planned Projects, and Gap Analysis for 's Road Assets—Modelled Trends: Roadsoft Annual Work Program for the Paved City Minor Road Network Forecast**

Treatment Name	Average Yearly Miles of Treatment	Years of Life	Mile-Years
Crack Seal	4	4	16
Resurface	18	20	360
Reconstruct	2	25	50
[Treatment 4]			0
[Treatment 5]			0
[Treatment 6]			0
[Treatment 7]			0
[Treatment 8]			0

Results from the Roadsoft network condition model for the paved city minor roads are shown in Figure 24. The Roadsoft network analysis of CoW's planned projects from its currently available budget does allow CoW to reach its pavement condition goal given the projects planned for the next three years.

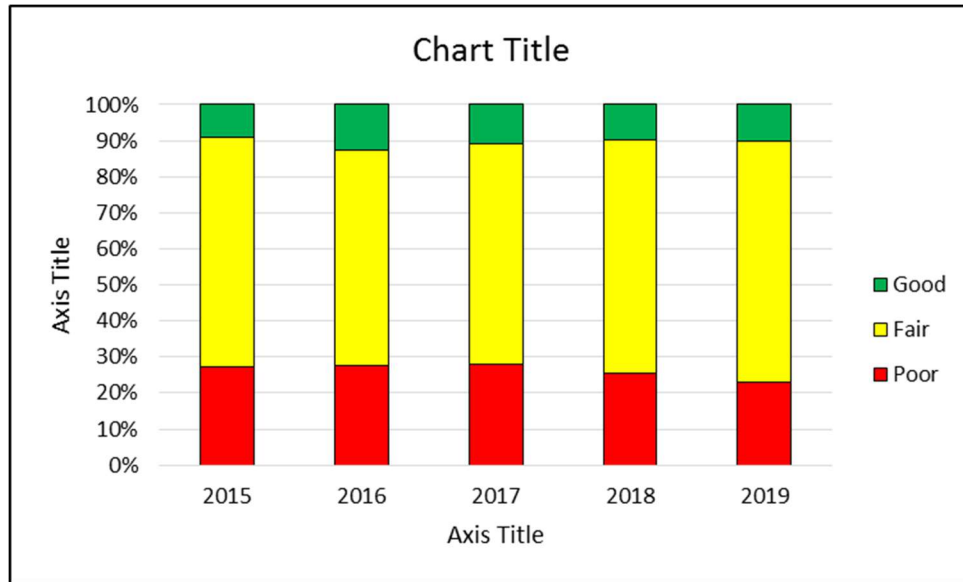


Figure 24: Forecast good/fair/poor changes to CoW network condition from planned projects on the paved city minor road network.

## Planned Projects

CoW plans construction and maintenance projects several years in advance. A multi-year planning threshold is required due to the time necessary to plan, design, and finance construction and maintenance projects on the paved city major road network. This includes planning and programming requirements from state and federal agencies that must be met prior to starting a project and can include studies on environmental and archeological impacts, review of construction and design documents and plans, documentation of rights-of-way ownership, planning and permitting for storm water discharges, and other regulatory and administrative requirements.

Per PA 499 of 2002 (later amended by PA 199 of 2007), road projects for the upcoming three years are required to be reported annually to the TAMC. Planned projects represent the best estimate of future activity; however, changes in design, funding, and permitting may require CoW to alter initial plans. Project planning information is used to predict the future condition of the road networks that CoW maintains. The *1. Pavement Assets: Modelled Trends* section of this plan provides a detailed analysis of the impact of the proposed projects on their respective road networks.

A list of planned projects is included in Appendix A and Appendix B.

## 2. FINANCIAL RESOURCES

Public entities must balance the quality and extent of services they can provide with the tax resources provided by citizens and businesses, all while maximizing how efficiently funds are used. CoW will overview its general expenditures and financial resources currently devoted to pavement maintenance and construction. This financial information is not intended to be a full financial disclosure or a formal report. Michigan agencies are required to submit an Act 51 Report to the Michigan Department of Transportation each year; this is a full financial report that outlines revenues and expenditures. This report can be obtained by request submitted to our agency contact (listed in this plan).

CoW has a total budget for pavement asset management of 5,000,000.

### **City Major Network**

CoW has historically spent 3,000,000 annually on pavement-related projects. Over the next three years, CoW plans to spend 9,000,000 on city major-network projects consisting of, but not limited to, reconstruction, resurfacing, and preventive maintenance. Spending on projects depends on revenue from Act 51 revenue, Michigan Transportation Fund (MTF), bonds, millages, and federal/state programs.

### **City Minor Network**

CoW has historically spent 2,000,000 annually on pavement-related projects. Over the next three years, CoW plans to spend 6,000,000 on city minor-network projects consisting of, but not limited to,

reconstruction, resurfacing, and preventive maintenance. Spending on projects depends on revenue from Act 51 revenue, bonds, and millages.

# 3. RISK OF FAILURE ANALYSIS

Transportation infrastructure is designed to be resilient. The system of interconnecting roads and bridges maintained by CoW provides road users with multiple alternate options in the event of an unplanned disruption of one part of the system. There are, however, key links in the transportation system that may cause significant inconvenience to users if they are unexpectedly closed to traffic. Figure illustrates the key transportation links in CoW's road network, including those that meet the following types of situations:

- **Geographic divides:** Areas where a geographic feature (river, lake, mountain or limited access road) limits crossing points of the feature
- **Emergency alternate routes for high-volume roads:** Roads which are routinely used as alternate routes for high volume roads or roads that are included in an emergency response plan
- **Limited access areas:** Roads that serve remote or limited access areas that result in long detours if closed
- **Main access to key commercial districts:** Areas where large number or large size business will be significantly impacted if a road is unavailable.

Our road network includes the following critical assets: (see Figure).

North – South Routes

Division Ave, north City Limit to South City Limit

Clyde Park Ave, 28<sup>th</sup> St to South City Limit

Byron Center Ave, 28<sup>th</sup> St to South City Limit

Wilson Ave, north City Limit to South City Limit

East – West Routes

28<sup>th</sup> Street (M-11) MDOT, east City Limit to west City Limit

44<sup>th</sup> Street, east City Limit to west City limit

56<sup>th</sup> Street/Gezon Parkway/54<sup>th</sup> Street, Wilson Ave to Division Ave

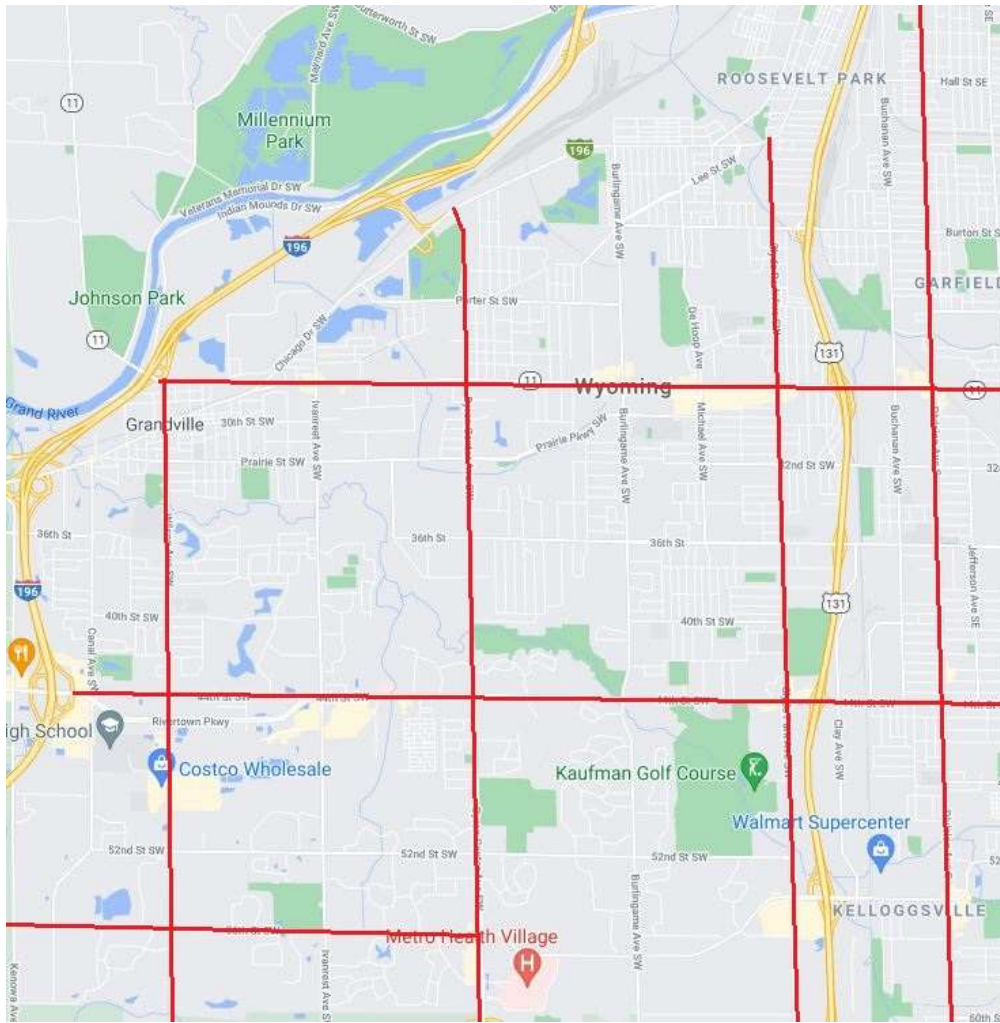


Figure 25: Key transportation links in CoW's road network

## 4. COORDINATION WITH OTHER ENTITIES

An asset management plan provides a significant value for infrastructure owners because it serves as a platform to engage other infrastructure owners using the same shared right of way space. CoW communicates with both public and private infrastructure owners to coordinate work in the following ways:

### Public Coordination:

The City of Wyoming informs residents of upcoming projects planned adjacent to their residence or business the three (3) years preceding their planned construction. This will allow residents to plan for and provide their input on the project if they desire. It allows residents to prepare financially, if necessary, for special assessments for new improvements to the right of way adjacent to their property. Also, information is provided if potential right of way acquisitions may be necessary for the proposed project. As much information is given to the resident or business as early as possible to allow them to better prepare for the upcoming planned project.

### Municipal Coordination:

The City of Wyoming also coordinates with area municipalities regarding proposed construction. This allows for better regional traffic flow and reduces the risk of conflicting detour routes. The MDOT Grand Region hosts the area municipalities twice annually, to discuss planned projects to traffic corridors. This regional coordination allows the City of Wyoming to better coordinate with our surrounding neighbors (Grand Rapids, Kentwood, Byron Twp, Walker, Georgetown Twp, etc) and plan for impacts from MDOT within or near our City (M-11, I-196, US-131 etc). At the two meetings, planned projects and ongoing construction are discussed to relay potential impacts to the region.

#### Private Coordination:

Annually, the City of Wyoming provides a list of planned projects to the major private utilities (DTE, Consumers Energy) within the area to coordinate potential impacts to their systems and allow to coordinate their planned improvements. Coordination with DTE allows the gas company to plan their gas main renewals prior to the City road improvement. This will reduce the risk of potential patches in new pavement to repair old gas main infrastructure. Coordination with Consumers Energy (CE) allows for advanced planning to relocate potential pole conflicts with multiple users (CE, Ameritech, ATT, Cable companies etc).

# APPENDIX A: 2020-2022 PAVED CITY MAJOR STREET PLANNED PROJECTS

## 2020 (Major Street Projects)

Byron Center Ave, South City Limit to 44th Street	Mill & Resurface 2" Asphalt
Byron Center Ave, 44th St RT Only Lane (NB)	New Construction - Add RTL
Buchanan Ave, 36th St to 40th St	Watermain/Street Reconstruction
Stafford Ave, 32nd St to N. End	Mill and resurface top course pavement
Hillcroft Ave, 32nd St to N. End	Mill and resurface top course pavement
32nd St, Divison Ave to Stafford Ave	Mill and resurface top course pavement
Burlingame Ave, 28th St to Burton St	Mill and resurface top course pavement
Jefferson Ave, 32nd St to S. City Limit	Mill and resurface top course pavement

## 2021 (Major Street Projects)

Wilson Ave, South City Limit to North City Limit	Mill & Resurface 2" Asphalt
54 <sup>th</sup> St, US-131 to Clyde Park Ave (Meijer Access Drive)	Mill & Resurface 2" Asphalt
Crossroads Commerce, Gezon Pkwy to Burlingame	Mill and resurface top course pavement
Burlingame Ave, Gezon Pkwy to 60 <sup>th</sup> St	Mill and resurface top course pavement
Stafford Ave, 32 <sup>nd</sup> St to N. End	Mill and resurface top course pavement
Hillcroft Ave, 32 <sup>nd</sup> St to N. End	Mill and resurface top course pavement

## 2022 (Major Street Projects)

36 <sup>th</sup> St, Burlingame Ave to Clyde Park Ave	Mill and resurface top course pavement
Eastern Ave, 28 <sup>th</sup> St to 400' north of 44 <sup>th</sup> St	Mill and resurface top course pavement
RW Berends Dr, 44 <sup>th</sup> St to Burlingame	Mill and resurface top course pavement
Canal Ave, 52 <sup>nd</sup> St to N. City Limit	Mill and resurface top course pavement
Prairie Pkwy, W City Limit to Michael Ave	Mill and resurface top course pavement

# APPENDIX B: 2020-2022 PAVED CITY LOCAL STREET PLANNED PROJECTS

## 2020 (Local Street Projects)

Denwood Ave, Burton St to South End	Watermain/Street Reconstruction
Marquette St, Burlingame Ave to Nagel Ave	Watermain/Street Reconstruction
Frog Hollow to M-6 Trail Connector	Non-motorized Trail
Royal Oak St, Clyde Park Ave to W. End	Mill and resurface Full Depth
33rd St, Clyde Park Ave to Herman Ave	Mill and resurface Full Depth
Kentfield St, Clyde Park Ave to Herman Ave	Mill and resurface Full Depth
34th St, Clyde Park Ave to Michael Ave	Mill and resurface Full Depth
Bryant St, Clyde Park Ave to W. End	Mill and resurface Full Depth
35th St, Clyde Park Ave to W. End	Mill and resurface Full Depth
Kenny St, Clyde Park Ave to W. End	Mill and resurface Full Depth
Burr Ave, 36th St to 33rd St	Mill and resurface Full Depth
Herman Ave, 33rd St to S. End	Mill and resurface Full Depth
Palmdale Dr, Byron Center to Palmair Dr	Mill and resurface Full Depth
Palmair Dr, 52nd St to Pine Dunes	Mill and resurface Full Depth
Pine Dunes Dr, Fieldstone to Caravel	Mill and resurface Full Depth
Fieldstone Dr, 56th St to Gullmont	Mill and resurface Full Depth
Cape Coral, Fieldstone to N. End	Mill and resurface Full Depth
Rattan, Fieldstone to E. End	Mill and resurface Full Depth
Gulmont, Palmair to W. End	Mill and resurface Full Depth
Sandhill, Pine Dunes Dr to E. End	Mill and resurface Full Depth
Horseshoe, Fieldstone to W. End	Mill and resurface Full Depth
Snyder Dr, Gullmont to N. End	Mill and resurface Full Depth
Fieldstone Ct, Fieldstone to W. End	Mill and resurface Full Depth
Caravel Dr, Palm Dale Dr to S. End	Mill and resurface Full Depth

Sand Dunes Ct, Pine Dunes Dr to S. End  
Baron Ct, Crooked Pine to W. End  
Charlesgate, 28th St to 26th St

Mill and resurface Full Depth  
Mill and resurface Full Depth  
Mill and resurface Full Depth

## **2021 (Local Street Projects)**

56<sup>th</sup> St, Haughey to Division  
Lacrosse St, W. End to E. End  
Floyd St, Byron Center Ave to E. End  
Mallory Ave, Floyd St to Cypress St  
Cypress St, W. End to E. End  
Frontier Ct, S. End to N. End  
Sunvale Dr, Chableau Dr. to Plateau Dr  
Sunvale Ct, Sunvale Dr to S. End  
Sunnynook Dr, Cableau Dr to Sunnbrook Ct  
Sunnynook Ct, S. End to N. End

New Construction & Sanitary Sewer  
Mill and resurface Full Depth  
Mill and resurface Full Depth  
Mill and resurface Full Depth  
Mill and resurface Full Depth  
Mill and resurface Full Depth  
Mill and resurface Full Depth  
Mill and resurface Full Depth  
Mill and resurface Full Depth

## **2022 (Local Street Projects)**

Plaster Ck Boulevard, Buchanan to Division  
Fisher Ave, 54<sup>th</sup> St to South End  
Pinnacle, 52nd St to Mayflower  
Mayflower, Pinnacle to Burlingame  
Tahoe Pine Dr., Pinnacle to S. End  
Tahoe Pine Ct, Pinnacle to S. End  
Tahoma Dr, Tahoe Pine Dr to E. End  
Tahoma Ct, Tahoma Dr to S. End  
Corbin Ct, Pinnacle to E. End  
West Ave, 28th St to S. End  
Sharon Ave, 30th St to S. End

Reconstruction & Non-motorized Trail  
New Construction  
Mill and resurface Full Depth  
Mill and resurface Full Depth  
Mill and resurface Full Depth  
Mill and resurface Full Depth  
Mill and resurface Full Depth  
Mill and resurface Full Depth  
Mill and resurface Full Depth  
Mill and resurface Full Depth

Boone Ave, N. End to Prairie Parkway	Mill and resurface Full Depth
Perry Ave, N. End to S. End	Mill and resurface Full Depth
30th St, West to Perry	Mill and resurface Full Depth
Wyoming Ave, 36th St to Lacrosse St	Mill and resurface Full Depth
Collingwood Ave, 36th St to Lacrosse St	Mill and resurface Full Depth
Hazlewood Ave, 36th St to Lacrosse St	Mill and resurface Full Depth
Perry Ave, 36th St to Lacrosse St	Mill and resurface Full Depth
Mallory Ave, N. End to Floyd St	Mill and resurface Full Depth
Meade Ave, Perry Ave to Mallory Ave	Mill and resurface Full Depth
Groveland Ave, 36th St to S. End	Mill and resurface Full Depth
Arden St, Byron Center Ave to E. End	Mill and resurface Full Depth
38th St, Byron Center Ave to E. End	Mill and resurface Full Depth
Cook Ct, 38th St to S. End	Mill and resurface Full Depth
Boone Ave, Lacrosse St to Iowa St	Mill and resurface Full Depth
Iowa St, Boone Ave to Groveland Ave	Mill and resurface Full Depth
Oakcrest St, Boone Ave to E. End	Mill and resurface Full Depth
39th St, Groveland Ave to W. End	Mill and resurface Full Depth
38th St, Wyoming Ave to W. End	Mill and resurface Full Depth
Taft Ave, 36th St to S. End	Mill and resurface Full Depth
38th St, Taft Ave to Hubal Ave	Mill and resurface Full Depth
Hubal, 36th St to 38th St	Mill and resurface Full Depth
Blandford Ave, Chicago Dr to Burton St	Mill and resurface Full Depth
Burton St, Burlingame Ave to Blandford Ave	Mill and resurface Full Depth
Hook Ave, 28th St to N. End	Mill and resurface Full Depth
Michael Ave, Burton St to Belfield St	Mill and resurface Full Depth

**APPENDIX C: MEETING MINUTES VERIFYING PLAN  
ACCEPTANCE BY GOVERNING BODY**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A QUOTE FROM FROST TECHNOLOGIES FOR THE  
PURCHASE OF WEATHER INFORMATION SYSTEMS AND TO AUTHORIZE THE  
MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a quote using the Kent County Road Commission bid from Frost Technologies for the purchase of five weather information systems at a cost of \$2,200.00 per unit.
2. Funds are budgeted in account numbers 202-441-46300-740.000 and 203-441-46300-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of weather information systems from Frost Technologies in the total estimated cost of \$11,000.00.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
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 September 20, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Resolution No. \_\_\_\_\_

## STAFF REPORT

DATE: September 13, 2021

SUBJECT: Bid Extension and Contract – Road Weather Information System

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

Date of Meeting: September 20, 2021

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### RECOMMENDATION:

It is recommended that the City Council utilize the Kent County Road Commission bid for Road Weather Information Systems to purchase five units from Frost Technologies at a cost of \$2,200 per unit for a total cost of \$11,000, and to authorize the Mayor and City Clerk to sign the associated contract.

### COMMUNITY, SAFETY, STEWARDSHIP:

A Road Weather Information System (RWIS) is designed to provide near real-time road condition information to assist in winter maintenance activities. The information is used to make operational decisions such as when to salt or plow, where to salt and how much salt to use in order to make our streets as safe as possible. Wyoming's five RWIS units are part of a larger area-wide RWIS system that is installed throughout Kent, Ottawa and Montcalm Counties, as well as our surrounding municipalities. This regional bidding and cooperation enables communities to receive the best pricing on products.

### DISCUSSION:

On June 27, 2019, bids were received by the Kent County Road Commission for the Purchase of Road Weather Information Systems in a joint bid process. Frost Technologies was the low bidder at a per unit cost of \$2,200. The City has utilized these units for the past two winters with good success. For the coming winter season, the City intends to purchase five units for a total cost of \$11,000. This includes the hardware, software, maintenance, and warranty commitments for a period of one year.

The RWIS units include multiple sensors that are pointed at the road surface to provide road temperature, air temperature, humidity, and dew point information at 20-minute intervals. The units also relay a photo of the road surface, allowing staff to monitor surface conditions City-wide from a phone or computer rather than by driving. The units are inconspicuously mounted on traffic signal mast arms above the road surface and are either battery powered or hard-wired to the existing traffic signal cabinets. The information is viewed on a web-based platform.







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

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

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905.

Contractor means: Frost Control Systems, Inc. d/b/a Frost Technologies  
[Name of contracting entity]  
A Delaware corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
1400 E. Angela Blvd  
[Contractor's street address]  
South Bend, IN 46617-1337  
[Contractor's city, state & zip]

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: October 1, 2021.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

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

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. 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. 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. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

CITY OF WYOMING

Frost Control Systems, Inc. d/b/a Frost Technologies

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: Cory Moore  
[Signature officer, director or principal of Contractor]

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Cory Moore, National Sales Manager  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: \_\_\_\_\_, 20\_\_

Date signed: 9.13, 2021

Approved as to form:  
[Signature]  
Scott G. Smith, City Attorney

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.
3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.
5. **Qualifications.** Contractor represents and promises that:
  - A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
  - B. Neither Contractor nor any of Contractor's personnel: (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 with a government agency; 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 criminally charged with committing 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, U.S. Department of Housing and Urban Development (HUD), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.
  - D. Contractor and Contractor's personnel 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 Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts and any activities that contractors, subcontractors, consultants, or others engage in for or on behalf of City. Accordingly:
  - A. Contractor and Contractor's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.
    1. Contractor will, in solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.
    2. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.
  - B. If Contractor or Contractor's personnel will, as part of its Services, be engaging for or on behalf of City with others, Contractor will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (i.e., those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.
  - C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Contractor until Contractor complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Contractor's ineligibility to bid on or enter future contracts with City.
  - D. Contractor will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Contractor's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Contractor will so certify to City.
  - E. Contractor must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material

procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Contractor activities that HUD or the United States Department of Justice determine are needed to comply with this section. Contractor must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

7. Ethical Standards. Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a 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 Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work, Contractor and subcontractors will e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form.

10. Intellectual Property. Contractor guarantees the sale or use of the Goods or the articles, software, copies, records, or other intellectual property provided or used to perform the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. Disposal. Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. Restoration. Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

17. Insurance. Contractor must obtain and maintain the following insurance:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person      \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
<b>ADDITIONAL INSURED</b>
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

Upon City request, Contractor will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Contractor will, upon City's request, allow inspection, auditing, and copying of all retained records.

19. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

20. Independent Contractor. Contractor is wholly independent of City. None of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for acts, omissions, and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for the Services. City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

## EXHIBIT B



**FROST**  
TECHNOLOGIES

Frost Technologies  
City of Wyoming, MI  
Order Form - 1 Year  
Extension of Kent  
County Contract #19-61

www.frosttech.io/



a fast-growing technology company that is building the next generation of intelligent weather devices.



Know What Lies Ahead

### ADVANCED INFRARED MONITORING SYSTEM (AIMS)

Remotely access hyper-local road temperature, humidity, dew point, and air temperature and HD images from anywhere.



#### Day & Night Camera

- ✓ SMP Resolution
- ✓ Wide Angle Field of View
- ✓ Night Vision Enabled
- ✓ Auto Adjusted Exposure
- ✓ AWS Image Processing



#### Observations and images reported every 20 minutes:

- ✓ Pavement Temperature
- ✓ Air Temperature
- ✓ Dew Point
- ✓ Relative Humidity



#### Weather Forecasting

- ✓ Provided in partnership with MyRadar
- ✓ Pavement temperature forecasting



#### Monitor your site's conditions from anywhere:

- ✓ Freeze Alerts
- ✓ Snowfall Totals
- ✓ Certified Pavement Temperature

### OUR PLATFORM

Includes all hardware, software, installation support, annual maintenance, and weather forecasting services.

- ✓ On-site engineer support during installation
- ✓ API software integration
- ✓ Replacement of systems due to damage or faults
- ✓ Access to historical event and camera data
- ✓ Systems are leased on a 1-5 year term
- ✓ Data and service charges included



"With this system we are able to monitor the road conditions throughout the county from virtually anywhere. My supervisors can easily monitor changing conditions and determine the best plan of action."


- Muskegon County Road Commission

Included Hardware & Services	Quantity	Item Cost	Total
<b>Advanced Infrared Site Monitoring System (AIMS)</b>	5 - 1 Batt, 4 DP	\$2,200	\$11,000
<b>Hardware</b> Non-Invasive, Battery Powered, Infrared System, and, Camera Providing: <ul style="list-style-type: none"> <li>▪ Surface Temperatures</li> <li>▪ Still Shot Imaging (Day and Night)</li> <li>▪ Air Temperature</li> <li>▪ Dew Point</li> <li>▪ Humidity</li> </ul> <b>Application Services</b> <ul style="list-style-type: none"> <li>▪ Surface Temperature Forecasting</li> <li>▪ Certified Pavement Temperature</li> <li>▪ Freeze Warnings &amp; Alerts</li> <li>▪ Weather Data &amp; Forecasting Services</li> <li>▪ Precipitation: Rate, Type &amp; Accumulation</li> <li>▪ Wind Speed &amp; Direction</li> <li>▪ Reporting &amp; Analytics</li> <li>▪ Historical Data Storage</li> <li>▪ Mobile &amp; Desktop Access (Unlimited Users)</li> </ul>			
		<b>Total</b>	\$11,000

**Terms & Conditions**

The Term of the Order Form may be one year, three years, or five years, as set forth below. Prices listed on this Order Form reflect a discount based upon the current year's volume, system price and the term selected, billed annually. Customer may renew at the end of the Term by providing written notice to FCS on or before the expiration of the then-current Term. If Customer fails to provide timely notice of its intent to renew this Agreement, then this Agreement shall terminate on the expiration of the then-current Term, unless sooner terminated as provided in this Agreement. The customer has the right to discontinue the Frost Control Application Services at any time upon at least 30 days written notice.

This Order Form, in conjunction with the Master Service Agreement, which is incorporated herein by reference, establishes the commercial relationship between Frost Control Systems and our Customer. The parties acknowledge that they have read, understand, and agree to the terms and conditions of this Order Form and the related Master Service Agreement that is either attached to this Order Form or was included with a prior Order Form. In the event of a discrepancy between the terms of this Order Form and the Master Service Agreement, the Master Service Agreement shall control.

<b>Term:</b> 1 Year	<b>Effective Date:</b> 10.1.2021	<b>Renewal Date:</b> 10.1.2022
<b>Frost Technologies</b>		<b>Customer:</b> Wyoming, MI
 <hr style="border: 0; border-top: 1px solid black;"/> <b>Signature</b>	<hr style="border: 0; border-top: 1px solid black;"/> <b>Signature</b>	
<hr style="border: 0; border-top: 1px solid black;"/> Cory Moore, National Sales Manager <b>Printed Name &amp; Title</b>	<hr style="border: 0; border-top: 1px solid black;"/> <b>Printed Name &amp; Title</b>	
<hr style="border: 0; border-top: 1px solid black;"/> 9.13.21 <b>Date</b>	<hr style="border: 0; border-top: 1px solid black;"/> <b>Date</b>	

 Frost Technologies (HQ)  
 1400 E. Angela Blvd.  
 South Bend, IN 46617

 Frost Technologies (Northeast)  
 299 Hanover St.  
 Portsmouth, NH 03801

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE A CHANGE ORDER  
FOR THE PURCHASE OF A BUCKET TRUCK

WHEREAS:

1. On July 6, 2021, City Council adopted Resolution number 27067 authorizing the purchase of a complete bucket truck from ALTEC in the total amount of \$151,888.00 using MiDeal contract pricing.
2. ALTEC is not able to provide the truck in a timely manner because of lack of availability of computer chips and other manufacturing parts.
3. As detailed in the attached staff report, Signature Ford is able to provide the cab and chassis for the bucket truck at a cost of \$51,531.00 using the Macomb County bid.
4. ALTEC has provided the City a quote for the body and installation work of the bucket truck in the total estimated amount of \$100,021.00 using the MiDeal contract.
5. It is recommended the City Council authorize the purchase of a bucket truck cab and chassis from Signature Ford and authorize the body and installation work from ALTEC in the total estimated amount of \$151,552.00.
6. Funds for the purchase are budgeted in the account number 662-441-58500-985.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve a change order for the purchase of a bucket truck.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 20, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Staff Report  
Quotes

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: September 14, 2021  
Subject: Bucket Truck Replacement Authorization  
From: Ted Seil, Fleet Services Supervisor  
Meeting Date: September 20, 2021

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### **RECOMMENDATION:**

It is recommended that the City Council authorize the purchase of a bucket truck Ford F550 cab and chassis from Signature Ford using Macomb Contract #71-15-A.6, and authorize ALTEC to complete the remaining body and bucket installation work using MIDEAL contract # 071B2200264.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Delays caused by supply issues led the Fleet Services Division to seek alternate methods of replacing City vehicles in a timely manner. The alternate method also utilizes cooperative purchasing agreements, continuing to save staff time and expense. The replaced vehicle will allow the City to continue to provide high quality service to all residents of the community.

### **DISCUSSION:**

On July 6, 2021 the City Council approved the purchase of a complete bucket truck from ALTEC Industries in the amount of \$151,888.00 using MiDeal Contract #017B7700167 (Resolution 27067). In a conversation with ALTEC on September 2, 2021, they informed the City that Ford Motor Company had cut back ALTEC's allotment of Ford F550 (bucket) truck orders due to the lack of availability of computer chips and other manufacturing parts. This effectively changed the build time of the bucket truck from one year to two plus years. Upon learning this, Fleet Services discussed the possibility of the City finding and purchasing a cab and chassis from another source and having it sent to ALTEC for the outfitting of the remainder of the bucket truck. This was agreeable with ALTEC.

Fleet Services subsequently contacted Signature Ford (with whom the City had previously ordered other vehicles from in 2021) and determined that they still had some order slots available for the Ford F550 cab and chassis this year. Signature Ford indicated that the City would be able to purchase a cab and chassis through them using Macomb Contract # 71-15-A.6.

The original complete bucket truck cost through ALTEC alone was \$151,888.00. Splitting the cab and chassis purchase out separately using the Macomb County bid will be \$51,531.00. The new quote from ALTEC using the MiDeal Contract for the body and the installation work on the cab and chassis will be \$100,021.00, for a combined total of \$151,552.00. This is a reduction in costs of approximately \$300.

### **BUDGET IMPACT:**

Sufficient funds have been budgeted in the Motor Pool Capital Outlay Accounts 662-441-58500-985.000.

September 14, 2021  
Our 92nd Year

**Ship To:**  
CITY OF WYOMING  
2660 BURLINGAME AVE SW  
WYOMING, MI 49509  
US

**Bill To:**  
CITY OF WYOMING  
2660 BURLINGAME AVE SW  
WYOMING, MI 49509  
US

Attn:  
Phone: 616-530-7213  
Email:

**Altec Sales Order:** 6357931  
**Altec Quotation Number:** 826278 - 5  
**Run Number:** 1218161  
**Account Manager:** Bernard Thomas Duthler  
**Technical Sales Rep:** James Wesley Currin  
**Reference WO:** Start From-61751821  
**Customer Inspection:**  
**Customer Truck Number:**

**X7 Discrete Job:** 86977558  
**X7 Configured Item:** 970137221-14961838  
**Quantity:** 1  
**X4 Discrete Job:** 86977581  
**X4 Configured Item:** 970128008-14961832  
**System Engineer:** Eric Claypoole  
**Structural Engineer:** Zachary Allen  
**Line Set Date:**

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	Altec Model AT41M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features:	1
2.	Pedestal	1
3.	Custom Platform Configuration	1
	<b><u>Sales Text: Details:</u></b> <b>-Provide 24X38 platform.</b> <b>Last Updated By: Wesley Currin on 06-AUG-2021 14:46</b>	
4.	Platform Mounted Single Handle Controls	1
5.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1
6.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1
7.	Platform cover	1
	<b><u>Sales Text: Details:</u></b> <b>-Provide 24" X 38" platform cover.</b> <b>Last Updated By: Wesley Currin on 06-AUG-2021 14:46</b>	
8.	Platform liner	1
	<b><u>Sales Text: Details:</u></b> <b>-Provide 24" X 38" X 42" 50kv Platform liner.</b>	

<u>Item</u>	<u>Description</u>	<u>Qty</u>
<b>Last Updated By: Wesley Currin on 06-AUG-2021 14:46</b>		
9.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1
10.	Engine Start/Stop: Control is captive air operated from the platform and momentary switch operated from the lower controls.	1
11.	Jib Stick, 36" L, non-extension, non certified, grey in color	1
12.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1
13.	Outriggers, Primary, Modified A-Frame With Integrated Subbase, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 114" Spread, Fixed Shoe (AT37/41 M/ME/P/PE/S/SE)	1
14.	Lifting Eye - lifting eye on underside of lower boom. Rated at 1,000lbs (454kg) lifting capacity.	1
15.	Winch load line swivel hook	1
16.	Custom unit color (specify color code).	1
<p><b><u>Sales Text: Details:</u></b>  <b>-Ford School Bus Yellow FRD00:BY, 990377593</b>  <b>Last Updated By: Wesley Currin on 06-AUG-2021 14:46</b></p>		
17.	Custom Above Rotation Color	1
<p><b><u>Sales Text: Details:</u></b>  <b>-Ford School Bus Yellow FRD00:BY, 990377593</b>  <b>Last Updated By: Wesley Currin on 06-AUG-2021 14:46</b></p>		
18.	Custom Pedestal/Tower Color	1
<p><b><u>Sales Text: Details:</u></b>  <b>-Ford School Bus Yellow FRD00:BY, 990377593</b>  <b>Last Updated By: Wesley Currin on 06-AUG-2021 14:46</b></p>		
19.	Custom Inner Outrigger Leg Color	1
<p><b><u>Sales Text: Details:</u></b>  <b>-Ford School Bus Yellow FRD00:BY, 990377593</b>  <b>Last Updated By: Wesley Currin on 06-AUG-2021 14:46</b></p>		
20.	Custom Outrigger Housing Color	1
<p><b><u>Sales Text: Details:</u></b>  <b>-Ford School Bus Yellow FRD00:BY, 990377593</b>  <b>Last Updated By: Wesley Currin on 06-AUG-2021 14:46</b></p>		
<b><u>Unit and Hydraulic Acc.</u></b>		
21.	Custom Outrigger Controls	1
<p><b><u>Sales Text: Details:</u></b>  <b>-Provide manual hydraulic controls.</b></p>		

<u>Item</u>	<u>Description</u>	<u>Qty</u>
<b>Last Updated By: Wesley Currin on 06-AUG-2021 14:46</b>		
22.	Steel Reservoir, 15 gallon capacity, triangular, 17" L x 17" W x 24" H, and includes breather caps and dipsticks	1
23.	Temperature Sight Gauge	1
24.	HVI-22 Hydraulic Oil (Standard).	25
25.	Standard Pump For PTO	1
26.	Electric Shifted PTO	1
27.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set.-Once parking (holding) brake is set, PTO and machine functions are enabled.-If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1
28.	Standard PTO/Transmission Functionality for Small Ford and Dodge Chassis	1
<b><u>Body</u></b>		
29.	Altec Body	1
30.	Steel Body	1
31.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1
32.	Smooth Galvanneal Steel Floor	1
33.	Low-Side General Service With Step (LGSS)	1
34.	Finish Paint Body Custom Color (Provide Color And Code)	1
<b><u>Sales Text: Details:</u></b>		
<b>-Ford School Bus Yellow FRD00:BY, 990377593</b>		
<b>Last Updated By: Wesley Currin on 06-AUG-2021 14:46</b>		
35.	Undercoat Body	1
36.	132" Estimated Body Length (Engineering To Determine Final Length)	1
37.	94" Body Width	1
38.	40" Body Compartment Height	1
39.	20" Body Compartment Depth	1
40.	5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body	1
41.	5.5 Inch Drop-In Wood Cargo Retaining Board At Top Of Side Access Step	1
42.	Curbside Smooth Compartment Tops	1
43.	Streetside Smooth Compartment Tops	1
44.	Stainless Steel Rotary Paddle Latches With Keyed Locks	7
45.	All Locks Keyed Alike Including Accessories (Preferred Option)	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
46.	Standard Master Body Locking System (Standard Placement Is At Rear. Sidepacks With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The Front)	7
47.	Gas Prop Rigid Door Holders On All Vertical Doors	1
48.	Chains On All Horizontal Doors	1
49.	Two Chock Holders In Fender Panel On Curbside Of Body	1
50.	Hotstick Shelf Extending Full Length Of Body On Streetside	1
51.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1
52.	1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2
53.	1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	1
54.	1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2
55.	1st Vertical (SS) - Outrigger Housing, With Outrigger Pin Access As Needed	1
56.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	2
57.	1st Horizontal (SS) - Vacant	1
58.	Rear Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	2
59.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2
60.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	1
61.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2
62.	1st Vertical (CS) - Outrigger Housing, With Outrigger Pin Access As Needed	1
63.	2nd Vertical (CS) - Gripstrut Access Steps With Two (2) Sloped Grab Handles	1
64.	1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	1
65.	Rear Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	2
66.	48" L Steel Tailshelf, Width To Match Body	1
67.	Smooth Galvanneal Steel Tailshelf	1
68.	Small Steel Grab Handle Installed At Rear	2

**Sales Text: Details:**

**-Installed outboard at rear One (1) per side.**

**Last Updated By: Wesley Currin on 06-AUG-2021 14:46**

69.	Steel U-Shaped Grab Handle	2
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**Sales Text: Details:**

**-Installed inboard at rear One (1) per side.**

**Last Updated By: Wesley Currin on 06-AUG-2021 14:46**

**Body and Chassis Accessories**

<u>Item</u>	<u>Description</u>	<u>Qty</u>
70.	Tow Hitch Option 1	1
	<b>Sales Text: Details:</b>	
	- Curt 2" Receiver adjustable plate. #48343	
	- To be mounted 18" from ground or as close to this as possible.	
	Last Updated By: Wesley Currin on 06-AUG-2021 14:46	
71.	ICC (Underride Protection) bumper with integral fixed Grip Strut steps on curbside and streetside	1
72.	Receiver Hitch, 2", Class 3	1
73.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1
74.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1
75.	Platform Rest, Rigid with Rubber Tube	1
76.	Boom Rest for a Telescopic Unit	1
77.	Manual Boom Stow Securing System Installed on Boom Rest	1
78.	Altec Nylon Outrigger Pad, Yellow, 18 x 18 x 0.63 Inch, With Handle	2
79.	Outrigger Pad Holder, 20" L x 20" W x 3.5" H, Fits 19.5" x 19.5" x 2.25" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2
80.	Pendulum Retainers For Outrigger Pad Holders	2
81.	Mud Flaps With Altec Logo (Pair)	1
82.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1
83.	Slope Indicator Assembly (Pair) For Machine With Outriggers	1
84.	Safety Harness & 4.5 FT Lanyard (Medium To X-large)	1
85.	Driveaway Safety Kit	1
86.	Vinyl manual pouch for storage of all operator and parts manuals	1
	<b><u>Electrical Accessories</u></b>	
87.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
88.	Dual Tone Back-Up With Outrigger Motion Alarm	1
89.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1
90.	Ford Upfitter Switches (Supplied with Chassis)	1
91.	Power Distribution Module (PDM-6) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system. (Includes Operator's Manual)	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
92.	Install Chassis (OEM) Supplied Backup Camera in Final Assembly	1
93.	Install Remote Start/Stop system in Final Assembly.	1
94.	Install Outrigger Interlock System	1
95.	No Upper Boom Out of Stow Indicator	1
96.	PTO Indicator Light Installed In Cab	1
<b><u>Finishing Details</u></b>		
97.	Custom Unit Color	1
	<b><u>Sales Text: Details:</u></b> <b>-Ford School Bus Yellow FRD00:BY, 990377593</b> <b>Last Updated By: Wesley Currin on 06-AUG-2021 14:46</b>	
98.	Finish Paint Body Accessories Custom Color (Specify Color Code)	1
	<b><u>Sales Text: Details:</u></b> <b>-Ford School Bus Yellow FRD00:BY, 990377593</b> <b>Last Updated By: Wesley Currin on 06-AUG-2021 14:46</b>	
99.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1
100.	Additional Heavy Duty Black Undercoating, To be Applied from Behind the Chassis Cab to the Rear of the Truck, Inside the Wheel Wells, Along the Undersurface of the Body, Subbase and Outrigger Frames, ICC Bumpers not used for Access Steps, and Frame Rails	1
101.	Custom Above Rotation Color	1
	<b><u>Sales Text: Details:</u></b> <b>-Ford School Bus Yellow FRD00:BY, 990377593</b> <b>Last Updated By: Wesley Currin on 06-AUG-2021 14:46</b>	
102.	Custom Pedestal Color	1
	<b><u>Sales Text: Details:</u></b> <b>-Ford School Bus Yellow FRD00:BY, 990377593</b> <b>Last Updated By: Wesley Currin on 06-AUG-2021 14:46</b>	
103.	Custom Inner Outrigger Leg Color	1
	<b><u>Sales Text: Details:</u></b> <b>-Ford School Bus Yellow FRD00:BY, 990377593</b> <b>Last Updated By: Wesley Currin on 06-AUG-2021 14:46</b>	
104.	Custom Outrigger Housing Color	1
	<b><u>Sales Text: Details:</u></b>	

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	-Ford School Bus Yellow FRD00:BY, 990377593 Last Updated By: Wesley Currin on 06-AUG-2021 14:46	
105.	Heavy Duty Cargo Coating, Gator Hyde	1
	<b>Sales Text: Details:</b> - To be applied to all walking surfaces, including top of compartments - To be applied to entire cargo area, including side walls and entire tailshelf - To be applied to front bulk head - To be applied to front and rear of body. Last Updated By: Wesley Currin on 06-AUG-2021 14:46	
106.	English Safety And Instructional Decals	1
107.	Vehicle Height Placard - Installed In Cab	1
108.	Placard, HVI-22 Hydraulic Oil	1
109.	Completed Test Forms To Be Included In The Manual Pouch	1
	A. Stability Test Form B. Dielectric Test Form (For Insulating Units)	
110.	Dielectric test unit according to ANSI requirements.	1
111.	Stability test unit according to ANSI requirements.	1
112.	Focus Factory Build	1
113.	Delivery Of Completed Unit	1
114.	Inbound Freight	1
115.	As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch	1
116.	Installation - Unit	1
	<b><u>Chassis</u></b>	
117.	Customer Supplied Chassis	1
118.	Chassis	1
119.	2022 Model Year	1
120.	Ford F550	1
121.	4x4	1
122.	84 Clear CA (Round To Next Whole Number)	1
123.	Regular Cab	1
124.	Chassis Cab	1
125.	Dual Rear Wheel	1
126.	Chassis Color - Yellow	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
127.	Chassis Wheelbase Length - 169	1
128.	Ford 6.7L Power Stroke Diesel	1
129.	Diesel	1
130.	Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)	1
131.	GVWR 19,500 LBS	1
132.	7,500 LBS Front GAWR	1
133.	Spring Suspension	1
134.	14,706 LBS Rear GAWR	1
135.	225/70R19.5 Front Tire (Traction)	1
136.	225/70R19.5 Rear Tire (Traction)	1
137.	Hydraulic Brakes	1
138.	Park Brake In Rear Wheels	1
139.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1
140.	18A - Upfitter Interface Module	1
141.	63C - Aft Axle Frame Extension	1
<p><b>Sales Text: Details:</b>  <b>-The aft-axle option 63C is not available with the School Bus Yellow paint code at same Ford factory. Frame extensions to be added at Chassis Prep.</b>  <b>Last Updated By: Wesley Currin on 06-AUG-2021 14:46</b></p>		
142.	872 - Rear View Camera and Prep Kit	1
143.	942 - Daytime Running Lamps (Non-Controllable)	1
144.	98R - Operator Commanded Regeneration (OCR)	1
145.	No Idle Engine Shut-Down Required	1
146.	50-State Emissions	1
147.	Clean Idle Certification	1
148.	Ford 40 Gallon Fuel Tank (Rear)	1
149.	Ford 7.2 Gallon DEF Tank (Mid Mount)	1
150.	AM/FM Radio	1
151.	Bluetooth	1
152.	Radio and Connectivity Option	1

**Sales Text: Details:**  
**-To view backup camera in center console.**

<u>Item</u>	<u>Description</u>	<u>Qty</u>
<b>Last Updated By: Wesley Currin on 06-AUG-2021 14:46</b>		
153.	110VAC Outlet, OEM Supplied	1
154.	Air Conditioning	1
155.	Backup Camera, OEM Supplied	1
156.	Cruise Control	1
157.	Keyless Entry	1
158.	Power Door Locks	1
159.	Power Windows	1
160.	Tilt Steering Wheel	1
161.	Tinted Windshield	1
162.	Block Heater	1
163.	Limited Slip Rear Axle	1
164.	Power Mirrors with Heated Glass	1
165.	Running Boards (Supplied By Chassis OEM)	1
166.	Snow Plow Package	1
167.	Trailer Brake Controller (Factory Installed)	1
168.	Other Exterior Cab Options	1

**Sales Text: Details:**

**-LED strobes 91S**

**Last Updated By: Wesley Currin on 06-AUG-2021 14:46**

169.	Vinyl Split Bench Seat	1
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**Additional Pricing**

170.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1
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<b>Altec Industries, Inc.</b>	Unit / Body Total	\$100,021.00
	FET Total	\$0.00
	Total	\$100,021.00

BY \_\_\_\_\_  
James Wesley Currin , Technical Sales Representative

We Wish To Thank You For Giving Us The Pleasure

\_\_\_\_\_

\_\_\_\_\_



September 3, 2021

City of Wyoming  
Attn: Ted Seil  
1155- 28<sup>th</sup> Street SW  
P.O. Box 905  
Wyoming, MI 49509-0905

Dear Ted Seil:

Price on 2022 Vehicle on Macomb County Contract Bid #21-18:

**2022 Ford F550 Regular Cab 4x4 Chassis 169" WB, 84" CA                      \$51,531.00 ea**

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

**Order Cutoff Date: November 1<sup>st</sup>, 2021.**

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

*Bill Campbell*

Bill Campbell  
Government & Fleet Sales

## 2022 F-550 DRW-Chassis Cab Reg. Cab, SuperCab, Crew Cab Major Standard Equipment

### MECHANICAL

- Brakes – Four-wheel Disc Brakes; Anti-lock Brake System
- Electronic-Shift-On-the-Fly (ESOF) (4x4 only)
- Engine
  - 7.3L 2V DEVCT NA PFI V8 Gas (F-450/F-550)
- Transmission – Ten-Speed Automatic Transmission with Selectable Drive Modes: Normal, Tow/Haul, Eco & Deep Sand/Snow

### EXTERIOR

- Bumper – front, black painted
- Doors
  - Two (Regular Cab only)
  - Four (SuperCab/Crew Cab only)
- Fender vents – front
- Front License Plate Bracket
- Fuel Tank
  - 40 gallon aft axle (F-350 DRW/F-450/F-550)
- Glass – solar-tinted
- Grille – black painted
- Manual Locking Hubs (4x4)
- Scuff plates – front, color-coordinated
- Splash Guards/Mud Flaps – Front (F-450/550 only)
- "Three Blink" Lane change signal
- Tow hooks – front (2)
- Trailer wiring – 7 wire harness w/relays, blunt cut & labeled
- Tires 225/70Rx19.5G BSW A/P
- Wheels
  - F-450 & F-550 – 19.5" Argent Painted Steel
  - Manual Locking Hubs (4x4)
- Windshield Wipers – intermittent

### INTERIOR/COMFORT

- 2.3" Productivity Screen in IP Cluster Instrumentation Center – Multifunction switch message center display with Ice Blue® Lighting
  - 12V Powerpoint, auxiliary
  - Air conditioning – single-zone, manual
  - Air conditioning vents – black w/chrome ring and knob
  - Cabin Air Particulate Filter
  - Convenience
    - Coat hooks, LH/RH color-coordinated
    - Dash top tray
    - Dome lamp – LH/RH door activated & I/P switch operated w/delay
    - Handles, grab – driver & front-passenger
    - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
    - Map lights – dual (front and rear w/Crew Cab)
    - 12V Powerpoint, auxiliary
  - Door-trim – armrest/grab handle and reflector
  - Floor covering – black, full length vinyl
  - Gauges and Meters – Fuel, Transmission Temperature, Engine Coolant Temperature, Oil Pressure (Gas engine) and Turbo (Diesel engine) Gauges; Speedometer, Odometer and Tachometer
  - Headliner – color-coordinated cloth
  - Instrument panel – color-coordinated w/dual glove boxes, four (4) air registers w/positive shut-off and powerpoint
  - Instrumentation Center
    - 2.3" LCD Productivity Screen in IP Cluster
  - Mirror – rearview 11.5" day/night
  - Outside Temperature Display

- Seats – Front, HD vinyl, 40/20/40 split bench with center armrest, cupholder and storage (manual lumbar – driver's side), front center-seat w/integrated restraint
- Steering damper
- Steering – power
- Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror insert with 6 inch overhead
- Upfitter switches – 6 located in Overhead Console
- Window – Rear, fixed

### SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
  - Driver and Passenger frontal and side airbag/curtain
  - Passenger side airbag deactivation switch
- Child tethers (Regular Cab front-passenger and all rear-seating positions)
- Headlamps – Quad beam jewel effect halogen
- Lamps – LED Roof marker/clearance
- Mirrors – manually telescoping two-way fold trailer tow with manual glass
- Safety Belts
  - Belt-Minder® (front safety belt reminder) – chime and flashing warning lights on I/P if belts not buckled
  - Color-coordinated safety belts w/height adjustment (frontoutboard seating positions only)
- Safety Canopy® System (incl. side-curtain airbags)
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control (SEIC)
- Underhood service light

### DRIVER ASSIST

- AutoLamp – Auto On/Off Headlamps
- FordPass™ Connect 4G Wi-Fi Modem
  - 4G LTE Wi-Fi hotspot connects up to 10 devices1
  - Remotely start, lock and unlock vehicle2
  - Schedule specific times to remotely start vehicle2
  - Locate parked vehicle2
  - Check vehicle status2
- SYNC®
  - Enhanced Voice Recognition Communication and Entertainment
  - 911 Assist®
  - 4.2" LCD Center Stack screen
  - AppLink®
  - Smart-Charging USB-C port – one (1)

### FUNCTIONAL

- Alternators:
  - 7.3L 2 Valve Gas – 240 AMP
  - 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel – 220 AMP
- Audio – AM/FM stereo (four (4) speakers)
- Hood release
- Horn – dual electric
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Shock absorbers – heavy-duty gas
- Springs, rear auxiliary
- Stabilizer bars – front & rear

18,000# GVWR, 11,500 PAYLOAD Reg. Cab 145 WB, CA 60", 18,000# GVWR, 11,200 PAYLOAD

- Base Price (F5G/660a) 4x2 \$32,243.00
- Base Price (F5H/660a) 4x4 \$34,792.00

18,000# GVWR, 11,400 PAYLOAD Reg. Cab WB 169, CA 84", 18,000# GVWR, 11,100 PAYLOAD

- Base Price (F5G/660a) 4x2 \$32,397.00
- Base Price (F5H/660a) 4x4 \$34,941.00

18,000# GVWR, 11,300 PAYLOAD Reg. Cab 193 WB, CA 108", 18,000# GVWR, 11,000 PAYLOAD

- Base Price (F5G/660a) 4x2 \$32,550.00
- Base Price (F5H/660a) 4x4 \$35,094.00

18,000# GVWR, 11,100 PAYLOAD Reg. Cab WB 205, CA 120", 18,000# GVWR, 10,700 PAYLOAD

- Base Price (F5G/660a) 4x2 \$32,703.00
- Base Price (F5H/660a) 4x4 \$35,252.00

18,000# GVWR, 11,100 PAYLOAD SuperCab WB 168, CA 60", 18,000# GVWR, 10,800 PAYLOAD

- Base Price (X5G/660a) 4x2 \$34,253.00
- Base Price (X5H/660a) 4x4 \$37,324.00

18,000# GVWR, 11,000 PAYLOAD SuperCab WB 192, CA 84", 18,000# GVWR, 10,700 PAYLOAD

- Base Price (X5G/660a) 4x2 \$34,406.00
- Base Price (X5H/660a) 4x4 \$37,478.00

18,000# GVWR, 10,900 PAYLOAD Crew Cab WB 179, CA 60", 18,000# GVWR, 10,600 PAYLOAD

- Base Price (W5G/660a) 4x2 \$35,007.00
- Base Price (W5H/660a) 4x4 \$38,078.00

18,000# GVWR, 10,800 PAYLOAD Crew Cab WB 203, CA 84", 18,000# GVWR, 9,900 PAYLOAD

- Base Price (W5G/660a) 4x2 \$35,160.00
- Base Price (W5H/660a) 4x4 \$38,236.00

<u>Available Standard Options</u>	<u>Option</u>	<u>Price</u> <u>Reg.&amp;Super/CrewCab</u>
<input checked="" type="checkbox"/> 6.7L Power Stroke 4V Diesel V8 (B20)/10-Spd Auto.	99T/44G	9,325.00
<input checked="" type="checkbox"/> Engine Block Heater	41H	90.00
<input type="checkbox"/> Seats, 40/20/40 Split Bench Cloth	1S	100.00/315.00
<input type="checkbox"/> Seat, Vinyl 40/Mini-Console/40 (Regular Cab only)	LS	355.00
<input type="checkbox"/> Seats, Cloth 40/Mini-Console/40	4S	515.00/615.00
<input type="checkbox"/> LT225/70Rx19.5G BSW Traction, incl. 4-Traction on the rear & 2 A/S tires on the front, Option Spare is A/S	TGM	190.00
<input checked="" type="checkbox"/> LT225/70Rx19.5G BSW Max Traction-4x4 only, Continental, TGK Incl. 4-traction tires on the rear & 2 traction tires on the front-		215.00
<input type="checkbox"/> 6-Ton Hydraulic Jack	61J	55.00
<input type="checkbox"/> Spare Tire & Wheel-Includes 6-ton Hydraulic Jack	512	350.00
<input type="checkbox"/> Stainless Steel Wheel Cover	945	380.00
<input type="checkbox"/> Engine Idle Shutdown (avail. w/6.7L diesel Only) 15-Minutes	86C	250.00
<input type="checkbox"/> Engine Idle Shutdown (avail. w/6.7L diesel Only) 20-Minutes	86D	250.00
<input checked="" type="checkbox"/> Operator Commanded Regeneration (OCR) (6.7L Diesel Only) 98R		250.00
<input type="checkbox"/> Rapid-Heat Supplemental Cab Heater (6.7L Diesel Only)	41A	250.00

<input checked="" type="checkbox"/>	<b>Transmission Power Take-Off Provision</b>	<b>62R</b>	<b>280.00</b>
<input type="checkbox"/>	Axle, Limited Slip	X4N/X4L/X8L	360.00
<input checked="" type="checkbox"/>	<b>Power Windows, Locks, Heated Mirrors, and Remote Keyless Entry</b>	<b>90L/54K</b>	<b>915.00/1125.00cc</b>
<input type="checkbox"/>	Privacy Glass with Heated Backlight/Rear Window Defrost <b>(Requires Power Equipment 90L/54K)</b>	43B/924	90.00
<input checked="" type="checkbox"/>	<b>Utility Lighting System (LED Side-mirror Spotlights Requires Power Equipment Group 90L/54K)</b>	<b>63A</b>	<b>160.00</b>
<input checked="" type="checkbox"/>	<b>Speed Control</b>	<b>525</b>	<b>235.00</b>
<input type="checkbox"/>	<b>XL Decor Group</b> (Chrome front bumper)	17F	220.00
<input type="checkbox"/>	<b>XL Value Pkg</b> (Chrome front bumper & Cruise Control)	96V	395.00
<input checked="" type="checkbox"/>	<b>Daytime running Lights</b>	<b>942</b>	<b>45.00</b>
<input type="checkbox"/>	Dual Alternator 397 amp w/Dual Batteries (7.3L Gas Only)	67B/86M	325.00
<input type="checkbox"/>	Dual Alternator 397 amp (6.7L Diesel Only)	67B	115.00
<input type="checkbox"/>	Dual Batteries (78 Amp.) (Gas Engine Only)	86M	210.00
<input checked="" type="checkbox"/>	<b>110V/400W Outlet</b>	<b>43C</b>	<b>290.00</b>
<input checked="" type="checkbox"/>	<b>Upfitter Interface Module</b>	<b>18A</b>	<b>295.00</b>
<input type="checkbox"/>	<b>Fuel Tank-26.5 Gallon Mid-Ship-Replaces 40 gal. aft-axle tank</b>	65M	125.00
<input type="checkbox"/>	<b>Fuel Tank-Dual Diesel</b> (Adds 26.5 Gal. Mid-Ship to the 40 Gal.Aft.)	65C	625.00
<input type="checkbox"/>	Keys Extra (Regular) \$75.00 x __ =	Sig	75.00 ea
<input type="checkbox"/>	Keys Extra (With Power Group) \$220.00 x __ =	Sig	220.00 ea
<input type="checkbox"/>	Trailer Tow Package High Capacity- <b>Req.6.7L Diesel &amp; 4.30 LS Rear Axle</b> , has after market trailer brake wiring kit, No brake controller included, Increases GCWR on diesel engine from 26,000# to 28,000#	535	1,080.00
<input type="checkbox"/>	Payload Upgrade Package (7.3L V8 & 145" WB Only, Inc. 4.88 LS Axle, Increases GVWR from 18,000# to 19,000#)	68U	1175.00
<input checked="" type="checkbox"/>	<b>Payload Plus Upgrade Package(N/A w 145"WB w/Gas Engine, 68M Inc. 4.88 LS Axle, Increases GVWR from 18,000# to 19,500#)</b>	<b>68M</b>	<b>1515.00</b>
<input type="checkbox"/>	Low Deflection Package-recommended for rear-biased loading, such as wreckers/retriever application, N/A with 141" WB	86S	110.00
<input checked="" type="checkbox"/>	<b>Integrated Trailer Brake Controller</b>	<b>52B</b>	<b>270.00</b>
<input checked="" type="checkbox"/>	<b>Cab Steps-Black Molded</b>	<b>18B</b>	<b>320.00/445.00</b>
<input checked="" type="checkbox"/>	<b>Extra HD Front End Suspension – GAWR 7,500 lbs</b>	<b>67P</b>	<b>285.00</b>
<input type="checkbox"/>	Extra Heavy Suspension Package(N/A 67H or 473)	67X	125.00
<input type="checkbox"/>	Suspension Package, Heavy Service(N/A 67X or 473)	67H	125.00
<input type="checkbox"/>	<b>Snow Plow Prep Package (7.3L Gas Engine)</b> (Includes Dual Batteries (86M), and Dual Alternators 397 amp (67B). Not Available w/Option Codes 67H or 67X Suspension Packages)	<b>473/86M/67B</b>	<b>575.00</b>
<input checked="" type="checkbox"/>	<b>Snow Plow Prep Package (6.7L Diesel Engine)</b>	<b>473</b>	<b>250.00</b>
<input type="checkbox"/>	Exterior Back up Alarm	76C	140.00
<input checked="" type="checkbox"/>	<b>Rearview Camera Prep Kit for Box Delete (Includes Loose Camera and Wiring Bundle)</b>	<b>872</b>	<b>415.00</b>
<input checked="" type="checkbox"/>	<b>360-Degree Dual Beacon LED Warning Strobes-Amber</b>	<b>91S/59H</b>	<b>675.00</b>
<input type="checkbox"/>	Wheel Well Liners, Front	61L	180.00
<input checked="" type="checkbox"/>	<b>Skid Plates</b>	<b>41P</b>	<b>100.00</b>
<input type="checkbox"/>	Audible Lane Departure Warning with Pre-Collision Assist with Automatic Emergency Braking and Forward Collision Warning	60C/94P	230.00

**Total Price \$51,531.00 ea**

Colors for F-550

Exterior Colors

Interior Steel (Grey)

Race Red	[PQ]	[ ]
Antimatter Blue Metallic	[HX]	[ ]
Iconic Silver Metallic	[JS]	[ ]
Agate Black	[UM]	[ ]
Oxford White	[Z1]	[ ]
Carbonized Gray Metallic	[M7]	[ ]
Stone Gray	[D1]	[ ]
Atlas Blue Metallic	[B3]	[ ]
<b>SPECIAL PAINT</b>		
<b>School Bus Yellow Add \$660.00</b>	<b>[BY]</b>	<b>[x]</b>
<b>Omaha Orange Add \$660.00</b>	<b>[MB]</b>	<b>[ ]</b>
<b>Green Gem Add \$660.00</b>	<b>[W6]</b>	<b>[ ]</b>

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A GRANT FROM THE  
MICHIGAN MUNICIPAL RISK MANAGEMENT ASSOCIATION (MMRMA) AND TO  
AUTHORIZE THE PURCHASE OF TWO THERMAL IMAGING CAMERAS

WHEREAS:

1. As detailed in the attached staff report, the Department of Public Safety–Fire Department was awarded a MMRMA RAP grant in the amount of \$5,000 to be used towards the purchase of two thermal imaging cameras for the fire department.
2. It is recommended the City Council authorize the purchase of two thermal imaging cameras from Grainger in the total estimated amount of \$11,190.66 using the NASPO cooperative purchasing contract.
3. Funds for the purchase will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a grant from the MMRMA in the amount of \$5,000.00.
2. The City Council does hereby authorize the purchase of two thermal imaging cameras from Grainger in the total estimated amount of \$11,190.66.
3. The City Council does hereby approve the attached budget amendment.
4. 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 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 September 20, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:  
Budget Amendment  
Staff Report  
Quote  
Letter

Resolution No. \_\_\_\_\_



## STAFF REPORT

Date: September 2, 2021

Subject: Acceptance of Michigan Municipal Risk Management Authority Grant and Purchase of two Thermal Imaging Cameras

From: Dennis Van Tassell, Deputy Fire Chief

Meeting Date: September 20, 2021

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### **RECOMMENDATION:**

It is recommended the City Council accept a grant from the Michigan Municipal Risk Management Authority (MMRMA) Risk Avoidance Program (RAP). The grant award totals \$5,000 and will be used towards the purchase and replacement of two fifteen-year-old thermal imaging cameras (TIC).

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The money from this grant will be utilized towards the purchase of two TIC's. The Wyoming Fire Department utilizes TIC's at all structure fires. The two cameras that will be replaced were utilized to rescue two people from a house fire in 2020. Each department member is trained in the use of the TIC and they are deployed at every fire, hazardous materials response, fire alarm, and odor investigations. They are invaluable tools that are deployed several hundred times each year.

### **DISCUSSION:**

The Wyoming Fire Department sought supplemental funding to assist in the replacement of two fifteen-year-old TIC's. The current TIC's are manufactured by MSA and per the manufacturer, they are no longer servicing this model of TIC. The Wyoming Fire Department will utilize a quote received from Grainger for two TICS for \$11,190.66. This bid is offered through National Association of State Procurement Officials (NASPO), which is a government cooperative purchasing unit.

### **BUDGET IMPACT:**

The Wyoming Fire Department wrote and received a grant through MMRMA's RAP. The grant funding is \$5,000 with a total project cost of \$11,190.66. A budget amendment is required to appropriate the funds to purchase the listed equipment. The grant money will provide funding support to purchase the two TIC's. The total project will cost \$11,190.66. Department funding will be from account 101-337-33900-740.000.



# Customer Quotation

**To:**

CITY OF WYOMING  
 1155 28TH ST SW  
 WYOMING MI 49509-2895

**Information**

Date 09/02/2021  
 Customer Account Number 803698604  
 Grainger Quote Number 45877024  
 Customer Job Number  
 Contract Number  
 Grainger Representative Patrick Langan  
 Phone Number  
 Fax Number  
 Email  
 Grainger Tax ID 36-1150280

NASPO Contract Number: 171-180000000689, valid: 7/1/18 to 6/30/23

Item	Description Manufacturer Name & Model	Cat. Pg. #	Qty	\$ Quote	Ext. Price	Start Date	Exp. Date
48GE65	Firefighter Infrared Camera,-4to 1202F FLIR FLIR K55 Country of Origin: Estonia		2	5,595.33	11,190.66	09/02/2021	12/31/2021
Total \$					11,190.66		

All orders are subject to the terms and conditions in your current contract with Grainger or to Grainger's current Terms of Sale as set forth on Grainger.com

Thank You!  
 Visit us at [grainger.com](http://grainger.com)



MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
A U T H O R I T Y

August 30, 2021

Dennis Van Tassell  
City of Wyoming  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509

**RE: Grant Funding – Requirements for Reimbursement**

Dear Mr. Van Tassell,

I am pleased to inform you that the Risk Avoidance Program (RAP)/Certification and Accreditation Program (CAP) application for your Thermal Imaging Camera project was approved. The Membership Committee authorized 50% funding up to a maximum of \$5,000 for your project.

RAP/CAP funds are issued on a reimbursement basis. Payment will be based upon verification received from the City of Wyoming of their payment of the project in full. Please see the attached **RAP/CAP Grant Reimbursement Procedure** for guidelines on processing your grant payment.

Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application. If your application submission contained the above referenced documentation, please contact MMRMA.

Payment of RAP/CAP funds is contingent upon the City of Wyoming remaining a member of MMRMA and in compliance with the Joint Powers Agreement. Your approved grant reimbursement is valid for six months from the date of this letter. **GRANT EXPIRATION: 02/28/2022.**

Sincerely,

*Cara L. Ceci*

Cara Ceci, ARM, CPCU  
Manager of Risk Management Services

CC/sp

cc: Curtis Holt  
MMRMA Risk Manager

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CONCUR WITH THE EMERGENCY PURCHASE OF  
ONE EXCHANGE PROGRAM GEARBOX TO REPAIR ONE LIME STORAGE TANK AT  
THE CLEAN WATER PLANT AND TO AUTHORIZE PAYMENT TO SPX FLOW

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council concur with the emergency purchase of one exchange program gearbox to repair one lime storage tank at the Clean Water Plant in the total amount of \$21,385.01.
2. Funds are available in the Clean Water Plant account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the emergency purchase of one exchange program gearbox to repair one lime tank at the Clean Water Plant.
2. The City Council does hereby authorize payment to SPX Flow in the amount of \$21,385.01.
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 September 20, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Quote

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: September 14, 2021

Subject: Purchase of One Gearbox

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: September 20, 2021

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### **RECOMMENDATION:**

It is recommended that the City Council concur with the emergency purchase of one exchange program gearbox from SPX Flow in the amount of \$21,385.01.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Properly functioning equipment is vital to the Clean Water Plant's storage of biosolids and the land application program. When there is a known breakdown in the function of this equipment, delays in repair could potentially interrupt the day-to-day operations of the Clean Water Plant and may lead to more costly repairs.

### **DISCUSSION:**

The biosolids program at the Clean Water Plant utilizes two lime storage tanks to receive frequent lime shipments which are then mixed with biosolids. For land application, biosolids must be stabilized with lime to destroy pathogens and minimize odor. Each lime storage tank has one mixer continuously running to keep the hydrated lime mixture in suspension.

On September 7<sup>th</sup>, one lime mixer gearbox started making noise and exhibiting signs indicating a pending failure. It then failed completely on September 14<sup>th</sup>. The mixer has been in service for thirteen years and the gearbox needs to be replaced. SPX Flow, the gearbox manufacturer, was contacted to quote viable replacement options with either a new gearbox or exchange program gearbox. Due to the importance of having both lime tanks and mixers in service, it was necessary to proceed with the emergency purchase of one exchange program gearbox. SPX Flow is expediting the order which was placed on September 13<sup>th</sup>. Considering the exchange program gearbox has the same life expectancy as a new gearbox and is a lower cost, it is recommended the City Council concur with the emergency purchase of one exchange program gearbox from SPX Flow in the amount of \$21,385.01.

### **BUDGET IMPACT:**

Adequate funds are available in the Sewer Fund Capital Account #590-590-54400-986.444.

Mattoon & Lee Equipment, Inc  
23943 Industrial Park Drive  
Farmington | Michigan | 48335 | United States  
Phone: 1-248-478-4070 | Fax: 1-248-478-4074 |

Attention: Dan Kleinheksel  
City of Wyoming  
2350 Ivanrest Ave SW  
Wyoming, Michigan 49418 United States

Date: 9/8/2021

Project Name: Wyoming Lime Mixer Exchange

Quote Number: 195478592

Parts for Model Number(s): 74Q7.5  
Reference Serial Number(s): 2008/1767673  
Reference Order Number(s): 1044904

## Proposal Summary

### Primary Solution

Item	Size/Description/Scope of Supply	Price	Qty.	Sub Total
1	74Q7.5 Gearbox Exchange Program	\$21,385.00	1	\$21,385.00
2	70 Core Charge: 70 Core Charge Unit of measure:	\$0.01	1	\$0.01
Total (US Dollars)				\$21,385.01

### Alternate Solution 1

Item	Size/Description/Scope of Supply	Price	Qty.	Sub Total
3	74Q7.5 Gearbox Replacement Program	\$32,926.00	1	\$32,926.00
Total (US Dollars)				\$32,926.00

Note: Minimum value of an order must be \$200. Add additional items or the difference will be added.

### Commercial Terms / Terms of Delivery

Note: In the absence of any specifications, we reserve the right to review any additional requirements and amend our offer accordingly

#### Commercial Terms

Unless otherwise expressly agreed to in writing by SPX FLOW, this quote and any resulting order shall be governed solely and exclusively by the SPX FLOW Standard Terms and Conditions of Sale attached hereto (and also available at <http://www.spxflow.com/terms-conditions>). SPX FLOW hereby expressly rejects the applicability of any and all terms and conditions of Buyer.

Available to Ship In: 6 Weeks After Receipt of Order  
Delivery Terms\*: FOB Origin  
Freight Terms: Prepay and Add to Invoice  
Terms of Payment: 30 Days from Invoice Date  
Quote Expiration Date: 10/8/2021

Delivery lead times quoted are based on current production capacity, are subject to stock materials remaining unsold and will be calculated from receipt of clear and actionable order (approval time -if any - is excluded)

### Tariffs

The quoted price has been based on the cost of materials and components ("Materials") at the date of this proposal. If, due to the imposition of any tariffs (regardless of the country imposing said tariffs), the cost to SPX FLOW of performing its obligations under any Order arising from this proposal increases between the date of this proposal and the date of Order, the quoted price shall be increased.

Such increase shall be determined by SPX FLOW taking into account the applicable tariff imposed on Material(s) as at the date of the Order.

### Note

The execution of an order arising from this quotation/proposal may be impacted by the developing coronavirus COVID-19/SARS-CoV-2 pandemic. However, all potential impacts of the pandemic have not been considered in this

quotation/proposal. This quotation/proposal is therefore presented based on the assumption that normal conditions without any impact by the COVID-19/SARS-CoV-2 pandemic prevail. SPX FLOW reserves the right to adjust the quotation/proposal or an order resulting from this quotation/proposal in all applicable aspects, including price and time schedule, if the order is impacted by the pandemic or its consequences. This shall also include any reasonable action taken by SPX FLOW to reduce risks to the health and wellbeing of its personnel and others, even if such actions are not legally required.

## Brexit

SPX FLOW shall not be liable to Buyer for any delay arising out of or connected with the United Kingdom ceasing to be a member of the European Union ("Brexit") and all costs and expenses reasonably incurred by SPX FLOW in connection with Brexit shall be reimbursed by Buyer.

## Order Placement

Please Address Purchase Order To:  
SPX Flow US, LLC, Lightnin and Plenty Mixers  
c/o Mattoon & Lee Equipment, Inc  
23943 Industrial Park Drive  
Farmington, Michigan 48335 United States  
Thank You,  
Frank Comer

## Primary Solutions

### Product Details

Item	Size/Description/Scope of Supply	Price	Qty.	Sub Total
1	74Q7.5 Gearbox Exchange Program	\$21,385.00	1	\$21,385.00
<b>MOTOR/DRIVE SPECIFICATIONS</b>				
Nominal Input Speed (RPM)		1500 RPM		
<b>MACHINE/SEALING SPECIFICATIONS</b>				
Gearbox		74Q7.5 @ 30.0 RPM, 45.4 Gear Reduction Ratio		
Shaft Rotation		CW Shaft Rotation		
<b>GENERAL SPECIFICATIONS</b>				
Exchange Program Conditions		To qualify for your discounted Exchange Reducer pricing, the damaged unit must be returned to the Service Center for which the order was placed within 30 days of actual shipment. Accommodations can be made for longer duration, however, any arrangements must be agreed upon prior to the Exchange order being placed. If after 30 days the damaged unit has not been received, an additional "Core Charge" fee will be invoiced against the original Lightnin order and customer purchase order.		
Core Charge		The Core Charge associated to your specific model Exchange Reducer is: 2300		

## Alternative Solutions - Alternate Solution 1

### Product Details

Item	Size/Description/Scope of Supply	Price	Qty.	Sub Total
3	74Q7.5 Gearbox Replacement Program	\$32,926.00	1	\$32,926.00
<b>MOTOR/DRIVE SPECIFICATIONS</b>				
Nominal Input Speed (RPM)		1500 RPM		
<b>MACHINE/SEALING SPECIFICATIONS</b>				
Gearbox		74Q7.5 @ 30.0 RPM, 45.4 Gear Reduction Ratio		
Shaft Rotation		CW Shaft Rotation		

These Terms and Conditions of Sale ("Terms") shall govern all quotations, orders and contracts for the sale of goods and services of SPX FLOW to Buyer. These Terms supersede and exclude any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Buyer's request for quote, purchase order, invoice, order acknowledgement, contract or other similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement, signed by an authorized representative of SPX FLOW and Buyer. SPX FLOW's acknowledgement of Buyer's order shall not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described.

**1. DEFINITIONS:** "SPX FLOW" means the SPX FLOW, Inc. entity named in the order which is providing the goods and/or services. "Buyer" means the company who accepted SPX FLOW's offer or is named in the order.

**2. PRICES:** Unless otherwise mutually agreed to in writing, prices are net, Free Carrier (INCOTERM 2010) SPX FLOW facility. Stenographic, clerical and mathematical errors are subject to correction. Prices are exclusive of expenses related to special packaging or procedures to cover unique circumstances of shipment or storage unless specifically noted. Until acceptance of order on these Terms, quoted prices are subject to change.

**3. DELIVERY AND PERFORMANCE:** Unless otherwise specifically agreed in writing by the parties, all goods shall be delivered Free Carrier (INCOTERM 2010) SPX FLOW facility. Title shall pass to the Buyer upon delivery, or upon payment in full, whatever is later, provided that the only rights that SPX FLOW retains in relation to title are those enabling recovery of the goods in the event of Buyer's default on payment. Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change, and SPX FLOW shall use commercially reasonable efforts to meet such dates; provided, however, that SPX FLOW shall not be liable in damages or otherwise, nor shall Buyer be relieved of its performance hereunder, because of SPX FLOW's failure to meet them. If liquidated damages or a penalty have been agreed for delay, such liquidated damages or penalty shall only become due if the delay is solely due to the fault of SPX FLOW, the Buyer suffers damage due to this delay, and the Buyer has notified SPX FLOW in writing after the expiry of the time during which delivery could have been reasonably expected. Unless specifically agreed otherwise, it shall be calculated based on the value of the delayed part of the delivery, and the aggregate liability of SPX FLOW for all liquidated damages/penalties shall be limited to 5% of the total order value. Such liquidated damages/penalty shall be the Buyer's sole remedy and SPX FLOW's sole liability in case of delay. For the avoidance of doubt, if the order is subject to the laws of the Netherlands, "liquidated damages" or "penalty" shall mean a contractual penalty which is meant to be a compensation for damages. Additionally, SPX FLOW shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers; labor difficulties, shortages, strikes or stoppages of any sort; difficulty in obtaining materials; Buyer requested order changes; fires, floods, storms, accidents, or acts of God; any statute, sanction, injunction or other governmental restraint or prohibition or political unrest; or other causes beyond SPX FLOW's reasonable control. In the event of any such delay, the date of delivery shall be extended for a length of time at least equal to the period of the delay. All goods for which SPX FLOW does not receive notice of rejection for within seven (7) days after receipt, will be deemed accepted.

**4. SHORTAGE, DAMAGE, ERRORS IN SHIPMENT:** SPX FLOW's responsibility ceases upon making the goods available for pickup at SPX FLOW's facility. Buyer shall note receipt for goods that are not in accordance with bill of lading or express receipt and Buyer shall make claim against such carrier for any shortage, damage or discrepancy in the shipment promptly. Partial and transshipments are allowed.

**5. TAXES:** The quotation and order price excludes all assessments, taxes, levies and charges of whatsoever nature present or future, due or becoming due. This exemption shall include but not be limited to value added tax, income tax, withholding tax, profits tax, turnover tax, goods and services tax and any other consumption or environmental taxes applicable, tax payable on the income of expatriate employees, port dues, import and custom duties on the components and services and all export duties payable on the repatriation of any SPX FLOW components at the end of an order, where applicable. On the basis that an order is tax exclusive SPX FLOW reserve the right to invoice by way of an addition to such order price, such taxes as may be applicable under the relevant jurisdiction's tax regulations, together with SPX FLOW's external costs of dealing with these taxes.

**6. CREDIT AND PAYMENT:** Unless otherwise agreed in writing by SPX FLOW, payment of goods shall be net thirty (30) days, in the currency of the country of SPX FLOW. For orders in excess of two hundred and fifty thousand dollars (\$250,000 USD) or the local equivalent payment terms shall be as follows: (a) twenty percent (20%) down payment, (b) forty percent (40%) upon SPX FLOW's purchase of raw materials/components, and (c) forty percent (40%) at the time of delivery. Down payment shall be due within five (5) of SPX FLOW's acceptance of the order, with the remaining two payments being net thirty (30) days. Prorated payments shall become due with partial shipments, and Buyer shall not be entitled to any retention or

holdback; provided, however, if SPX FLOW agrees in writing to a retention or holdback, SPX FLOW may provide such retention or holdback in the form of a bond, letter of credit or bank guarantee in no event to extend more than thirty (30) days beyond expiry of the warranty period. SPX FLOW retains all remedies for Buyer's insolvency including, but not limited to, the right to stop delivery, reclaim any goods delivered, or withhold delivery except for cash. Failure to pay invoices at maturity date, at SPX FLOW's election, makes all subsequent invoices immediately due and payable and SPX FLOW may withhold all subsequent deliveries until the full account is settled and SPX FLOW shall not, in such event, be liable for non-performance of contract in whole or in part. Buyer agrees to pay, without formal notice, one and one-half percent (1.5%) per month of the amount not paid when due, or, if such rate is in excess of applicable governing law, Buyer agrees to pay the maximum permitted rate. No deduction, whether by way of set-off, counterclaim or otherwise, shall be made by Buyer. If prerequisites for any payment (such as delivery, completion or formal acceptance) cannot be satisfied due to Buyer's breach, such payment shall nevertheless become due and payable at the time agreed to and SPX FLOW's further right to seek damages shall remain unaffected.

**7. CANCELLATIONS AND CHANGES:** All orders are binding upon acceptance. In the event that SPX FLOW, in its sole discretion, agrees to cancellation of an order by Buyer, Buyer shall be liable for a cancellation charge equal to the greater of (i) twenty-five percent (25%) of the purchase price and (ii) any loss or cost incurred by SPX FLOW, including, but not limited to, cost of materials, labor, engineering, reconditioning and a reasonable profit margin. Buyer is responsible for all reasonable storage, insurance, and all other expenses incurred by SPX FLOW as a result of Buyer's cancellations and/or changes. No changes to the specification or the order are accepted without the prior written consent of both parties. In the event Buyer requests a change, SPX FLOW will provide a quotation to Buyer within a reasonable time of no less than ten (10) working days detailing the corresponding change in delivery, price, materials, and similar. SPX FLOW shall not be obligated to implement the requested change until the quotation is agreed by the parties.

**8. LIMITED WARRANTY:** Unless otherwise mutually agreed to in writing, (a) SPX FLOW goods, auxiliaries and parts thereof are warranted to the Buyer against defective workmanship and material for a period of twelve (12) months from date of installation or eighteen (18) months from date of delivery, whichever expires first, and (b) SPX FLOW services are warranted to Buyer to have been performed in a workmanlike manner for a period of ninety (90) days from the date of performance. If the goods or services do not conform to the warranty stated above, then as Buyer's sole remedy, SPX FLOW shall, at SPX FLOW's option, either repair or replace the defective goods or re-perform defective services. If Buyer makes a warranty claim to SPX FLOW and no actual defect is subsequently found, Buyer shall reimburse SPX FLOW for all reasonable costs which SPX FLOW incurs in connection with the alleged defect. Third party goods furnished by SPX FLOW will be repaired or replaced as Buyer's sole remedy, but only to the extent provided in and honored by the original manufacturer's warranty. Unless otherwise agreed to in writing, SPX FLOW shall not be liable for breach of warranty or otherwise in any manner whatsoever for: (i) normal wear and tear; (ii) corrosion, abrasion or erosion; (iii) any good or services which, following delivery or performance by SPX FLOW, has been subjected to accident, abuse, misapplication, improper repair, alteration (including modifications or repairs by Buyer, the end customer or third parties other than SPX FLOW), improper installation or maintenance, neglect, or excessive operating conditions; (iv) defects resulting from Buyer's specifications or designs or those of Buyer's contractors or subcontractors other than SPX FLOW; or (v) defects resulting from the manufacture, distribution, promotion or sale of Buyer's products; (vi) damage resulting from the combination, operation or use with equipment, products, hardware, software, firmware, systems or data not provided by SPX FLOW, if such damage or harm would have been avoided in the absence of such combination, operation or use; or (vii) Buyer's use of the goods in any manner inconsistent with SPX FLOW's written materials regarding the use of such product. In addition, the foregoing warranty shall not include any labor, dismantling, re-installation, transportation or access costs, or other expense associated with the repair or replacement of SPX FLOW goods. THE WARRANTIES CONTAINED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES AVAILABLE TO BUYER AND SPX FLOW HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY PERFORMANCE OR PROCESS OUTCOME DESIRED BY THE BUYER AND NOT SPECIFICALLY AGREED TO BY SPX FLOW. THE FOREGOING REPAIR, REPLACEMENT AND REPERFORMANCE OBLIGATIONS STATE SPX FLOW'S ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS.

**9. INTELLECTUAL PROPERTY:** In the event of a successful infringement claim by a third party, at SPX FLOW's option, SPX FLOW shall either (i) modify the goods sold hereunder so that they perform comparable functions without infringement, (ii) obtain a royalty-free license for Buyer to continue using the infringing goods or (iii) refund to Buyer the then-depreciated fair market value of the infringing component. SPX FLOW shall have no obligation under this Article to the extent a claim is based upon (a) the combination, operation or use of the goods with equipment, products,

hardware, software, systems or data that was not provided by SPX FLOW, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) Buyer's use of the product in any manner inconsistent with SPX FLOW's written materials regarding the use of such product or (c) infringement resulting from Buyer's specifications or designs or those of Buyer's contractors or subcontractors other than SPX FLOW. This Section states SPX FLOW's entire liability and Buyer's exclusive remedy with respect to any actual or alleged infringement arising from the use of the goods or services sold hereunder or any part thereof and is subject to the other limitations contained in these Terms.

**10. LIMITATION OF LIABILITY:** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN: (A) IN NO EVENT SHALL SPX FLOW BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (COLLECTIVELY DEFINED AS "CONSEQUENTIAL DAMAGES"), WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION, THIRD PARTY CHARGES AND COSTS, LOST PROFITS (WHETHER DIRECT OR INDIRECT), PRODUCT, PRODUCTION, BUSINESS OR BUSINESS OPPORTUNITY, REGARDLESS OF THE CAUSE, INCLUDING WITHOUT LIMITATION, THE NEGLIGENT ACTS OR OMISSIONS, BREACH OF CONTRACT, WARRANTY (EXPRESS OR IMPLIED) OR DUTY (STATUTORY OR OTHERWISE) OR STRICT LIABILITY OF SPX FLOW GROUP OR ANY OTHER THEORY OF LEGAL LIABILITY; AND (B) SPX FLOW'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH ALL ORDERS AND CONTRACTS FOR GOODS AND SERVICES UNDER THESE TERMS SHALL (SAVE FOR LIABILITIES WHICH CANNOT BE LIMITED BY APPLICATION OF LAW) NOT EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT BY BUYER MUST BE COMMENCED WITHIN 30 DAYS OF THE EXPIRY OF THE WARRANTY PERIOD. BUYER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL AGREEMENTS MADE WITH THIRD PARTIES THAT ARE OUTSIDE THE SCOPE OF THESE TERMS AND WHICH ARE CONTRARY TO THE LIMITATIONS OF LIABILITY AND/OR WARRANTY INCLUDED HEREIN.

**11. GOODS FOR EXPORT:** Buyer acknowledges that the goods may be subject to export restrictions, and that Buyer will comply with all such applicable laws and regulations. If the goods are intended for export, Buyer shall designate country of destination on its order. In the event that Buyer purchases goods for export without so notifying SPX FLOW, SPX FLOW reserves the right to cancel the order at no penalty or liability for breach in the event that SPX FLOW objects to the ultimate destination of the goods. Buyer will have sole liability and shall defend, indemnify and release SPX FLOW for any loss or damage (including without limitation, claims of governmental authorities) arising from the export or import of such goods, including, without limitation, those related to packaging, labeling, marking, warranty, contents, use, or documentation of the goods. Buyer has sole responsibility for obtaining any required export licenses. Buyer will not take, and will not solicit SPX FLOW to take, any action which would violate any anti-boycott or any export or import statutes or regulations applicable to the order, of any governmental authorities, and shall defend, indemnify, and reimburse SPX FLOW for any loss or damage arising out of or related to such actions. To the extent SPX FLOW is required to obtain an export license for any goods: (1) SPX FLOW obligation to fulfill an order with goods requiring such a license will be directly subject to the granting of the license; (2) SPX FLOW will use commercially reasonable effort to obtain such license; (3) Buyer shall make available all necessary information and documentation required for SPX FLOW to obtain such license; and (4) Buyer shall reimburse SPX FLOW for its reasonable expenses incurred in connection with obtaining such license.

**12. PROPRIETARY INFORMATION:** SPX FLOW shall retain title to all engineering and production prints, drawings, technical data, and other intellectual property, information and documents that relate to the goods or services sold to Buyer. All such information and documents disclosed or delivered by SPX FLOW to Buyer: (i) are to be deemed proprietary to SPX FLOW; (ii) shall not be disclosed to any third party for any reason without the express prior written consent of SPX FLOW; and (iii) shall be used by Buyer solely for the purpose of inspection, installation, use and maintenance of the goods and services sold to Buyer under these Terms.

**13. APPLICABLE LAW; VENUE; DISPUTE RESOLUTION:** For sales of goods sold or to be delivered or services to be performed within the United States: The rights and duties of the parties hereunder shall be governed by the laws of the State of North Carolina, United States of America, excluding its conflicts law and choice of laws principles. Any action or proceeding with respect to any dispute or controversy involving or arising out of this order, at SPX FLOW's sole discretion, (i) shall be brought in any State court in Mecklenburg County, North Carolina or the Federal courts of the Western District of North Carolina, United States of America, and Buyer and SPX FLOW submit to and accept generally and unconditionally the jurisdiction of those courts with respect to such party's person and property, or (ii) shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Rules, which award shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. Buyer and SPX FLOW hereby irrevocably waive any objection to the laying of venue of any action or proceeding in the above-described courts. For sales of goods sold or to be delivered or services to be performed outside of the United States: The rights and duties of the

parties hereunder shall be governed by and construed in accordance with the law of the jurisdiction of the SPX FLOW entity providing the goods or services for this order. The United Nations Convention on Contracts for the International Sale of Goods and the conflict rules of international private law shall not apply. Any action or proceeding with respect to any dispute or controversy involving or arising out of this order, at SPX FLOW's sole discretion, (i) shall be brought in any competent court of the jurisdiction in which the SPX FLOW entity providing the goods or services is located, or (ii) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules, with English serving as the language of the arbitration proceeding and award. Notwithstanding any other limitations contained in these Terms, SPX FLOW reserves the right to initiate proceedings in any court of competent jurisdiction, and Buyer shall indemnify SPX FLOW for all costs, fees and expenses (including reasonable attorneys' fees) SPX FLOW incurs in connection with enforcing its rights pursuant to this order.

**14. RESALE:** Buyer further agrees that upon resale of the goods, it will include in the contract for resale provisions which limit recoveries against SPX FLOW in accordance with these Terms. If Buyer fails to include such provisions in any such contract for resale, (a) SPX FLOW may reject Buyer's order related to such contract for resale, and (b) Buyer shall indemnify, defend and hold harmless SPX FLOW against any claim, liability, loss, cost, damage, or expense (including reasonable attorneys' fees) arising out of or resulting from such failure.

**15. BUYER CAUSED DELAYS; WAIVER OF RIGHTS:** If Buyer fails to perform any of its obligations under an order, SPX FLOW shall be entitled to suspend its performance under the order until such time as Buyer performs such obligations, and any dates for the delivery of goods or performance of services shall be extended for an amount of time determined in SPX FLOW's discretion.

Delays caused by Buyer which prevent SPX FLOW from achieving the original order performance requirements includes but is not limited to: (a) the construction of buildings, structures or other parts of the site within which SPX FLOW's goods are to be located; (b) changes in scope of an order introduced by Buyer; (c) completion of approvals, consents or delivery of critical information by Buyer beyond the periods provided in an order; (d) any specified site facilities and working conditions not being maintained by Buyer; (e) failure of Buyer to arrange carriage of the goods under an order, where Buyer has such obligation, or any other inability or refusal of Buyer to accept delivery in accordance with order delivery dates; (f) delays in obtaining customs clearance (where applicable) of the order deliveries; and (g) delay by Buyer in providing any required security to SPX FLOW in the form of a letter of credit, bank guarantee or otherwise. In the event of such Buyer delays, SPX FLOW shall in addition to an extension of remaining milestones, be entitled to an increase in the total order price to reflect the increase in cost to SPX FLOW directly caused by Buyer delays. Additionally, SPX FLOW shall be entitled to submit invoices for any order milestone for which completion has been frustrated due to Buyer delays. Such invoices shall be paid within 30 days of the date of SPX FLOW's invoice.

Any engineering, technical or other submittal drawings submitted by SPX FLOW to Buyer which are not expressly rejected in writing within ten (10) business days of Buyer's receipt, will be deemed accepted by Buyer. Buyer's right to conduct any agreed upon pre-shipment inspections (i) which Buyer does not schedule within ten (10) business days of receipt of notice of readiness to inspect from SPX FLOW or (ii) which Buyer delays for more than ten (10) business days from the date originally scheduled, will be waived, so long as SPX FLOW certifies in writing that the goods successfully passed SPX FLOW's standard pre-shipment inspection. Where Buyer delays taking shipment of any goods or otherwise fails to engage or otherwise dispatch a freight forwarder or transit company within ten (10) business days of notification that the goods are ready to ship, SPX FLOW shall be entitled to change the delivery term to Ex Works (INCOTERM 2010) SPX FLOW facility.

**16. NO OTHER CONTRACT PROVISIONS; OTHER:** No dealer, broker, branch manager, agent, employee or representative of SPX FLOW has any power or authority except to take orders for SPX FLOW goods or services and to submit the same to SPX FLOW for SPX FLOW's approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than contained herein. For the avoidance of doubt and not in limitation of the foregoing, SPX FLOW shall not be bound by the terms of any contract between Buyer and any third party or other flow down provisions, regardless of whether Buyer notifies SPX FLOW of such terms unless SPX FLOW expressly agrees to be bound by such terms in writing by an authorized representative of SPX FLOW. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect.

SPX FLOW reserves the right to transfer or assign its obligations, rights and responsibilities hereunder, so long as such successor or assign agrees to these Terms. Any assignment of Buyer's rights hereunder without SPX FLOW's consent (which shall not be unreasonably withheld) shall be void. SPX FLOW's failure to require Buyer's performance of any of these Terms shall not serve as a waiver of or diminish SPX FLOW's rights to require strict performance of these Terms.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A QUOTE FROM SMARSH, INC. FOR SMART PHONE  
TEXT ARCHIVING SERVICES AND TO AUTHORIZE THE MAYOR AND  
CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached staff report, Smarsh, Inc. has provided the City with a quote to provide smart phone text archiving services.
2. It is recommended the City Council accept an agreement with Smarsh, Inc. in the total estimated amount of \$25,387.04 including a one-time implementation fee.
3. Funds are budgeted in account number 101-258-25800-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Smarsh, Inc. for smart phone text archiving services.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.
3. The City Council does hereby authorize the City Manager to acknowledge acceptance of future renewals of the agreement in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 20, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Quote/Agreement

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: August 31, 2021  
Subject: Smart Phone Text Archiving  
From: Pat Firestone, Director of Information Technology  
Meeting Date: September 20, 2021

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### **RECOMMENDATION:**

It is recommended that the City Council authorize the quote from Smarsh, to implement a smart phone text archiving solution, in the amount of \$25,387.04 in 2021, and an annual recurring fee if elected to continue the service at an average 3% increase.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community – The City of Wyoming is bound to satisfy the requirements of the Michigan Freedom of Information Act (FOIA). Being able to provide the requested information in a timely and efficient manner promotes transparency.

Stewardship – Using automated tools to collect data and retrieve certain data instead of labor intensive, manual processes would save the City significant time and effort to satisfy a required function of City government.

### **DISCUSSION:**

Requests under Michigan’s Freedom of Information Act (FOIA) can seek as cell phone text messages and photos. When a lawsuit or other legal action (*e.g.*, an action undertaken by an administrative agency, such as MIOSHA, the Michigan Department of Civil Rights, etc.) is filed or threatened, this is an obligation to retain all records that may be related to the matter. This includes all text messages and all photos that are city business related whether on city-issued or personal electronic devices. With some carriers’ auto-delete functions, some records may be “lost” before they can be retained. There may be other circumstances where relevant records are overlooked when records gathering occurs. These circumstances could result in significant legal consequences for the city and/or city officials.

With current technology and software, these are cumbersome and labor intensive to obtain, requiring individual screen shots or other manual duplication. The City of Wyoming has over 250 mobile phone lines from different cell carriers.

Smarsh is a sole-source vendor that works with multiple cell carriers to capture texts and other SMS data right at the cell tower, archiving in a central database. Once this database is established for authorized phone numbers, Smarsh provides an easy-to-use portal to do advanced searches and retrieval of this data for FOIA purposes. The user-friendly interface could then be accessed easily by various City personnel for FOIA responses, subpoenas, other discovery, and litigation holds.

**BUDGET IMPACT:**

The cost for this service includes a one-time implementation fee of \$2,520 and an annual fee of \$22,867.04 for the first year. The annual increase averages 3%, never exceeding 5% on an annual recurring basis.

Funding for this system purchase is budgeted and available from the following funds:  
101-258-25800-956.000 – Other Services.

## Client Information

<b>Company</b>	<b>Name</b>	City of Wyoming, MI		
	<b>Address</b>	1155 28th St SW	<b>City</b>	Wyoming
	<b>State</b>	Michigan	<b>Zip/Postal Code</b>	49509-2895
<b>Primary Contact</b> <i>(Authorized User)</i>	<b>Name</b>	Pat Firestone	<b>Title</b>	Director of IT
	<b>Phone</b>	6162493404	<b>Email</b>	firestonep@wyomingmi.gov
<b>Technical Contact</b>	<b>Name</b>	Pat Firestone	<b>Title</b>	Director of IT
	<b>Phone</b>	6162493404	<b>Email</b>	firestonep@wyomingmi.gov
<b>Billing Contact</b>	<b>Name</b>	Pat Firestone	<b>Title</b>	Director of IT
	<b>Phone</b>	6162493404	<b>Email</b>	firestonep@wyomingmi.gov
	<b>Address</b>	1155 28th St SW	<b>City</b>	Wyoming
	<b>State</b>	Michigan	<b>Zip</b>	49509-2825
<b>Quote Date</b>		01/27/2021 10:52:40	<b>Quote Expiration</b> 09/30/2021	
<b>Smarsh Sales Executive</b>		Riley Lambert	<b>Term of Agreement</b> 12 Months	
<b>Activation Date</b>		Upon Grant of Access to Service	<b>Historical Import Billing</b> In Arrears	
			<b>Setup Fee Billing</b> Upon Contract Execution	

## Services and Fees

	Rate per Quantity	Minimum Quantity	Minimum
Pro Support - Basic - Annual	\$0.00	1	\$0.00
Professional Archive - SMG 200 - Annual	\$480.00	1	\$480.00
Professional Archive - SMG 200 Capture & Archive - Annual	\$58.10	260	\$15,107.04
Professional Archive - SMG 200 Premium Adj - Annual	\$28.00	260	\$7,280.00
Professional Archive-Extended Retention Fee (Per GB)-Annual	\$2.50	0	\$0.00
Pro Archive Onboarding - Standard	\$1,260.00	2	\$2,520.00
Recurring Subtotal			\$22,867.04
One-Time Subtotal			\$2,520.00

**Notes** The Connections covered by this Order Form are allocated for the following Channel(s):  
 Verizon Messaging - Professional Archive - 250  
 AT&T Messaging - Professional Archive - 10  
 Client may change how its licensed Connections are allocated with Smarsh's assistance.

If Client uses more Connections than it has licensed, Smarsh will bill for that use at \$58.10 per connection plus \$28.00 for each premium

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Connection.

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## Terms & Conditions

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On a date following the execution of this Order Form, Smarsh will provide Client with a license key for the Software or with login credentials to the applicable Service (“**Activation Date**”). Service Descriptions are available at [www.smarsh.com/legal](http://www.smarsh.com/legal). The Services are subject to Smarsh Service Agreement-General Terms available at [www.smarsh.com/legal/ServiceAgreement](http://www.smarsh.com/legal/ServiceAgreement). The Services purchased by Client are also subject to the Information Security Addendum available at <https://www.smarsh.com/legal/InfoSec> and the following Service Specific Terms:

the Professional Archive Service Specific Terms available at <https://www.smarsh.com/legal/SSTProfessionalCloud>; the following Premium Channels Service Specific Terms, as applicable: Mobile Channels Service Specific Terms available at <https://www.smarsh.com/legal/SSTMobilityChannels>, and Twitter Service Specific Terms available at <https://www.smarsh.com/legal/SSTTwitter>. the applicable Professional Archive Onboarding package features described in more detail at <https://www.smarsh.com/legal/OnboardingServices-ProArchive>

The Smarsh Service Agreement – General Terms, the Information Security Addendum, the Service Specific Terms, and this Order Form are, collectively, the “**Agreement**.” The Initial Term of the Services shall begin on the date this Order Form is executed and continue for the Subscription Term specified above, unless Client is adding the above Services to an existing Service account, in which case, the above Services will sync to and co-terminate with Client’s existing subscription Term. The Services will be subject to renewals as specified in the Agreement.

For AT&T Mobility subscribers, your signature below represents your acceptance of the AT&T Wireless Terms and Conditions available at [www.smarsh.com/legal/ATT](http://www.smarsh.com/legal/ATT) as they apply to AT&T messages that are archived by Smarsh.

“**Archive Fees**” are the Fees charged for access to the Connected Archive (i.e., Professional Archive or Enterprise Archive). “**Capture & Archive Fees**” are the Fees that are charged for capture and archive of a bundle of Connections within the Professional Archive. “**Capture Fees**” are the per-Connection Fees that are charged for the capture of Connections by Connected Capture (i.e., Cloud Capture or Capture Server). “**Premium Adj. Fees**” are the additional Fees that are charged for capture of Connections from premium Channels. “**Set-up Fees**” are the one-time Fees that are charged to implement a Service. “**Professional Services Fees**” are the Fees charged for hourly, monthly, or flat rate professional services.

The Platform Fees, the Capture & Archive Fees, the Capture Fees, and the Premium Adj. Fees, as applicable, are invoiced on an annual, up-front basis or a monthly basis in arrears, as specified on page 1 of this Order Form. Client agrees that the Recurring Subtotal above is Client’s minimum commitment during each year or month, as applicable, of the Term. Smarsh will invoice Client for any usage over the minimum quantities at the applicable rate indicated in this Order Form.

The Platform Fees, the Capture & Archive Fees, the Capture Fees, and the Premium Adj. Fees, as applicable, are invoiced upon execution of this Order Form. Client agrees that the Recurring Subtotal above is Client’s minimum commitment during the Term. Smarsh will invoice Client for any usage over the minimum quantities at the applicable rate indicated in this Order Form.

If not priced above, data import, conversion (if applicable), and storage Fees for Client's historical data and storage Fees for data from Connected Capture or other external capture mechanisms ingested into the Professional Archive are as follows:

Data Imports - One-time	\$10/GB
Import Data Conversion fees	\$3/GB
Data Storage – Annual	\$2.50/GB

Information about Smarsh data privacy compliance is available at [www.smarsh.com/legal](http://www.smarsh.com/legal).

**Client authorized signature**

By \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT A

### Amendment to the Smarsh Service Agreement – General Terms

This first amendment (“**Amendment**”) to the Smarsh Service Agreement - General Terms amends the Agreement between Smarsh Inc. and City of Wyoming, MI. This Amendment is effective on the date the Client signs the Order Form, to which this Amendment is attached as Exhibit A.

#### The parties agree:

1) **Replace Section 4.3 in its entirety, as follows:**

As between Client and Smarsh, Client is solely responsible for the content of Client Data. Client represents and warrants that (a) Client Data will not (i) infringe any third party right, including third party rights in patent, trademark, copyright, or trade secret, or (ii) constitute a breach of any other right of a third party, including any right that may exist under contract or tort theories; (b) Client will comply with all applicable local, state, national, or foreign laws, rules, regulations, or treaties in connection with Client’s use of the Services, including those related to data privacy, data protection, communications, SPAM, or the transmission, recording, or storage of technical data, personal data, or sensitive information; and (c) Client will comply with the Acceptable Use Policy available at [www.smarsh.com/legal/AUP](http://www.smarsh.com/legal/AUP). Smarsh may update the Acceptable Use Policy from time to time.

2) **Replace Section 6.1 in its entirety, as follows:**

**Term.** The Agreement will begin on the Effective Date and will remain in effect for the term specified in the Order Form or, if no term is specified, 12 months (“**Initial Term**”). The Initial Term may be renewed by Client for additional, successive 12-month terms (each a “**Renewal Term**”) upon the execution of a Renewal Order Form. The Initial Term plus any Renewal Term are, collectively, the “**Term.**” Any Order Form executed after the Effective Date will co-terminate with Client’s then-current Term.

3) **Replace Section 6.2 in its entirety, as follows:**

**Termination for Breach.** Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and such breach remains uncured for a period of 30 days following the non-breaching party’s written notice thereof. Smarsh may suspend Client’s access to the Services in the event Client fails to pay undisputed Fees within 60 days after the due date, and Smarsh will not be liable for any damages resulting from such suspension.

4) **Replace Section 9 in its entirety, as follows:**

**Taxes.** All Fees payable by Client under this Agreement are exclusive of taxes and similar assessments. Smarsh acknowledges that Client is tax-exempt.

5) **Replace Section 10.2 in its entirety, as follows:**

**Obligations with Respect to Confidential Information.** Each party agrees: (a) that it will not disclose to any third party, or use for the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted by this Agreement; and (b) that it will use at least reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control but no less than the measures it uses to protect its own confidential information. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and/or legally permitted to do so, gives reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement; (ii) to the parties’ agents, representatives, subcontractors or service providers who have a need to know such information provided that such party shall be under obligations of confidentiality at least as restrictive as those contained in this Agreement; or (iii) pursuant to a Michigan public records request, provided that the Client gives notice to Smarsh in a

reasonable amount of time to allow Smarsh the opportunity to seek a protective order preventing such disclosure. Each party will promptly notify the other party in writing upon becoming aware of any unauthorized use or disclosure of the other party's Confidential Information.

6) **Replace Section 13.1 in its entirety, as follows:**

**Client Indemnification.** To the extent permitted by Michigan law, and without in any manner waiving its rights to sovereign immunity or increasing the limits of liability thereunder, Client will defend, indemnify and hold harmless Smarsh, its officers, directors, employees and agents, from and against all claims, losses, damages, liabilities and expenses (including fines, penalties, and reasonable attorneys' fees), arising from or related to the content of Client Data and Client's breach of the Service Specific Terms or Sections 4.2, 4.3, 4.4, 4.5, or 15.1 of this Agreement. Smarsh will (a) provide Client with prompt written notice upon becoming aware of any such claim; except that Client will not be relieved of its obligation for indemnification if Smarsh fails to provide such notice unless Client is actually prejudiced in defending a claim due to Smarsh's failure to provide notice in accordance with this Section 13.1(a); (b) allow Client sole and exclusive control over the defense and settlement of any such claim; and (c) if requested by Client, and at Client's expense, reasonably cooperate with the defense of such claim

7) **Replace Section 15.4 in its entirety, as follows:**

**Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict/choice of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in , in the State of Michigan, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

8) **Replace Section 15.9 in its entirety, as follows:**

**Entire Agreement; Electronic Signatures.** This Agreement is the entire agreement between the parties with respect to its subject matter, and supersedes any prior or contemporaneous agreements, negotiations, and communications, whether written or oral, regarding such subject matter. Smarsh expressly rejects all terms contained in Client's purchase order documents, or in electronic communications between the parties, and such terms form no part of this Agreement. The parties agree that electronic signatures, whether digital or encrypted, give rise to a valid and enforceable agreement. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

9) **Delete Section 16, concerning alternative jurisdiction, in its entirety.**



January 27<sup>th</sup>, 2021

Pat Firestone  
Director, Information Technology  
City of Wyoming, MI  
1155 28<sup>th</sup> St. SW  
Wyoming, MI 49509-2825

Dear Mr. Firestone,

This letter confirms Smarsh Inc. as owner and servicer is the sole source provider of U.S. domestic electronic communications capture and archiving using the Smarsh Professional Archive. The Smarsh Professional Archive is a content capture and full-service archiving solution that is hosted, maintained, sold and supported by Smarsh Inc. Smarsh's wholly owned subsidiary, MobileGuard, LLC, holds US patent 8,107,944 for the mobile capture technology incorporated into the Smarsh Professional Archive.

Smarsh Inc. is the only authorized partner of AT&T and Verizon for mobile capture and is the sole source that can grant a right to deploy services on the Smarsh Professional Archive to your organization. Smarsh Inc. is the only source of maintenance (i.e., updates and technical support) for all Smarsh Inc. software and software-as-a-service solutions.

Sincerely,

Tricia Juettemeyer  
General Counsel  
Smarsh Inc.

ORDINANCE NO. 22-21

ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF WYOMING, MICHIGAN, BY ADDING CHAPTER 23, ENTITLED "CITY INCOME TAX," TO ADOPT THE UNIFORM CITY INCOME TAX ORDINANCE BY REFERENCE, AS PROVIDED IN THE CITY INCOME TAX ACT, 1964 PA 284, WITH AN AMENDMENT TO SECTION 31 TO INCREASE THE AMOUNT OF THE EXEMPTIONS CONDITIONAL ON APPROVAL BY CITY ELECTORS AT A MAY 3, 2022 SPECIAL ELECTION

THE CITY OF WYOMING ORDAINS:

Section 1. Adoption of Uniform City Income Tax Ordinance. That the Code of Ordinances, City of Wyoming, Michigan, is amended by adding Chapter 23 to read as follows:

**CHAPTER 23 – CITY INCOME TAX**

**Sec. 23-1. – Adoption of Uniform Income Tax Ordinance.** Pursuant to the city income tax act, 1964 PA 284, MCL 141.501 through 141.787, the uniform city income tax ordinance is adopted by reference with the alternative sections provided in chapter 3 of that act. The income tax will be applicable beginning January 1, 2023.

**Sec. 23-2. – Amendment of Section 31 of Uniform Income Tax Ordinance.** As provided in section 31 of the uniform city income tax ordinance, MCL 141.631, that section is amended to read as follows:

**Sec. 31. Exemptions.**

(1) An individual taxpayer in computing his or her taxable income is allowed a deduction of \$2,000.00 for each personal and dependency exemption under the rules for determining exemptions and dependents as provided in part 1 of the income tax act of 1967, 1967 PA 281, MCL 206.1 to 206.532. The taxpayer may claim his or her spouse and dependents as exemptions, but if the taxpayer and the spouse are both subject to the tax imposed by this ordinance, the number of exemptions claimed by each of them when added together shall not exceed the total number of exemptions allowed under this ordinance.

(2) If the taxpayer qualifies for an additional exemption under more than 1 of the following, an additional exemption is allowed for each of the following for which the taxpayer qualifies:

(a) A taxpayer who is a paraplegic, quadriplegic, or hemiplegic, or who is a totally or permanently disabled person as disability is defined in section 216 of title II of the social security act, 42 USC 416.

(b) A taxpayer who is blind as defined in section 504 of the income tax act of 1967, 1967 PA 281, MCL 206.504.

(c) A taxpayer who is a deaf person as defined in section 2 of the deaf persons' interpreters act, 1982 PA 204, MCL 393.502.

(d) A taxpayer who is 65 years of age or older.

**Sec. 23-3. – Text Added to City Code as Appendix.** That the text of the uniform city income tax ordinance, as amended by this ordinance, shall be attached as an appendix to the Code of Ordinances, City of Wyoming, Michigan, in exactly the form (*i.e.*, without editing by MuniCode) attached as Appendix A to this ordinance.

Section 2. Effective Date. That this ordinance shall take effect on the May 4, 2022, if the levy of a city income pursuant to this ordinance is approved by the city's electors at a special election held on May 3, 2022.

(a) The ballot proposal shall read as follows:

Shall the City of Wyoming levy a city income tax at a rate not to exceed 1.0% on corporations and resident individuals and 0.5% on nonresident individuals beginning on January 1, 2023, pursuant to the city income tax act, 1964 PA 284, as provided in the uniform city income tax ordinance adopted by the Wyoming City Council?

(b) All city officers and bodies are authorized and directed to take all actions needed under the City Charter and Michigan election law, 1954 PA 116, to hold a special election on May 3, 2022, and to place this question on the ballot at that special election.

CERTIFICATION

I certify that this ordinance was introduced by the City Council of the City of Wyoming, Michigan at its regular meeting held on August 16, 2021, and adopted by the City Council of the City of Wyoming, Michigan at its regular meeting held on September 20, 2021.

Kelli A. Vandenberg  
Wyoming City Clerk

Ordinance No. 22-21

## APPENDIX A

### UNIFORM CITY INCOME TAX ORDINANCE AS APPROVED BY WYOMING CITY COUNCIL

#### **Sec. 1. Uniform city income tax ordinance; short title.**

This ordinance shall be known and may be cited as the "uniform city income tax ordinance".

#### **Sec. 2. Uniform city income tax ordinance; rules of construction, definitions.**

For the purposes of this ordinance, the words, terms and phrases set forth in sections 3 to 9 and their derivations have the meaning given therein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and in the singular number include the plural. "Shall" is always mandatory and not merely directory. "May" is always directory.

#### **Sec. 3. Definitions; A to D.**

- (1) "Administrator" means the official designated by the city to administer this ordinance or the duly authorized agent or representative of that official but does not mean the department of treasury.
- (2) "Business" means an enterprise, activity, profession, or undertaking of any nature conducted or ordinarily conducted for profit or gain by any person, including the operation of an unrelated business by a charitable, religious, or educational organization.
- (3) "Capital gains" and "capital losses" mean those terms as defined for federal income tax purposes.
- (4) "Department" means the department of treasury for tax years after the 1996 tax year for which a city has entered into an agreement with the department of treasury pursuant to section 9 of chapter 1. Department includes a duly authorized agent or representative of the department.

#### **Sec. 4. Definitions; C.**

- (1) "City" means the city adopting the ordinance.
- (2) "Compensation" means salary, pay or emolument given as compensation or wages for work done or services rendered, in cash or in kind, and includes but is not limited to the following: salaries, wages, bonuses, commissions, fees, tips, incentive payments, severance pay, vacation pay and sick pay.
- (3) "Corporation" means a corporation or a joint stock association organized under the laws of the United States, this state, or any other state, territory, or foreign country or dependency.

#### **Sec. 5. Definitions; D.**

- "Doing business" means the conduct of any activity with the object of gain or benefit, except that it does not include:
- (a) The solicitation of orders by a person or his representative in the city for sales of tangible personal property, which orders are sent outside the city for approval or rejection and, if approved, are filled by shipment or delivery from a point outside the city.
  - (b) The solicitation of orders by a person or his representative in the city in the name of or for the benefit of a prospective customer of a person, if orders by the customer to such person to enable the customer to fill orders resulting from the solicitation are orders described in paragraph (a).
  - (c) The mere storage of personal property in the city in a warehouse neither owned nor leased by the taxpayer.

#### **Sec. 6. Definitions; E, F.**

- (1) "Employee" means a person from whom an employer is required to withhold for either federal income or federal social security taxes.
- (2) "Employer" means an individual, partnership, association, corporation, nonprofit organization, governmental body or unit or agency including the state, or any other entity whether or not taxable under this ordinance, that employs 1 or more persons on a salary, bonus, wage, commission or other basis, whether or not the employer is in a business.
- (3) "Federal internal revenue code" means the internal revenue code of the United States in effect on the last day of the taxpayer's tax year.
- (4) "Financial institution" means a bank, industrial bank, trust company, building and loan or savings and loan association, credit union, safety and collateral deposit company, regulated investment company as defined in section 851 and the following sections of the federal internal revenue code, under whatever authority organized, and any other association, joint stock company or corporation at least 90% of whose assets consist of intangible personal

property and at least 90% of whose gross income consists of dividends or interest or other charges resulting from the use of money or credit.

**Sec. 7. Definitions; F to N.**

- (1) "Fiscal year" means an accounting period of 12 months ending on any day other than December 31. Only fiscal years accepted by the internal revenue service for federal income tax purposes may be used for city tax purposes.
- (2) "Net profits" means the net gain from the operation of a business, profession or enterprise, after provision for all costs and expenses incurred in the conduct thereof, determined on either a cash or accrual method, on the same basis as provided for in the federal internal revenue code for federal income tax purposes, excluding items exempted under this ordinance, but without deduction of federal and city taxes based on income and without deduction of net operating loss carry-over or capital loss carry-over sustained prior to the effective date of this tax, except that net operating losses and capital losses sustained after the effective date of this tax may be carried over to the same extent and on the same basis as under the federal internal revenue code but shall not be carried back to prior years.

**Sec. 8. Definitions; N to P.**

- (1) "Nonresident" means an individual domiciled outside the city.
- (2) "Person" means a natural person, partnership, fiduciary, association, corporation or other entity. When used in any provision imposing a criminal penalty, "person" as applied to an association means the parties or members thereof, and as applied to a corporation, the officers thereof.
- (3) "Predominant place of employment" means that city imposing a tax under a uniform city income tax ordinance other than the city of residence, in which the employee estimates he will earn the greatest percentage of his compensation from the employer, which percentage is 25% or more.

**Sec. 9. Definitions; R to T.**

- (1) "Resident" means an individual domiciled in the city. "Domicile" means a place where a person has his true, fixed and permanent home and principal establishment, to which, whenever absent therefrom, he intends to return, and domicile continues until another permanent establishment is established. If an individual, during the taxable year, being a resident becomes a nonresident or vice versa, taxable income shall be determined separately for income in each status.
- (2) "Taxable year" means the calendar year, or the fiscal year, used as the basis on which net profits and other income subject to tax under this ordinance are to be computed, and in case of a return for a fractional part of a year, the period for which the return is required to be made.
- (3) "Taxpayer" means a person required under this ordinance to file a return or to pay a tax.

**Sec. 11. Excise tax on incomes; rates.**

Subject to the exclusions, adjustments, exemptions, and deductions herein provided, an annual tax of 1% on corporations and resident individuals and of 1/2% on nonresident individuals for general revenue purposes and the purposes provided for in sections 11a and 11b is hereby imposed as an excise on income earned and received on and after the effective date of this ordinance. However, if the governing body of the city adopts a resolution to impose the tax at a lower rate, the tax is hereby imposed at that lower rate. If the tax is imposed at a lower rate, the rate on nonresident individuals shall not exceed 1/2 of the rate on corporations and resident individuals.

**Sec. 11a. Ordinance, resolution, or agreement to dedicate and transfer funds; purposes; commencement; amount; definitions.**

- (1) For the 1993 tax year and each tax year after 1993, a city that is a qualified local unit of government, as defined by the federal facility development act, may adopt an ordinance or resolution, or may enter into an agreement with a qualified local unit of government other than the city, to dedicate and transfer funds in an amount determined pursuant to subsection (3) solely and to the extent necessary for the purposes authorized for use of the federal facility development fund created by the federal facility development act.
- (2) When a city adopts an ordinance or resolution or enters into an agreement pursuant to subsection (1), the use or transfer of any funds dedicated or to be transferred shall commence and continue until any bonds, obligations, or other evidences of indebtedness for which the funds are pledged are fully paid.
- (3) The amount dedicated or to be transferred by a city each year pursuant to subsection (1) shall equal the amount of withheld tax remitted by a qualified employer pursuant to section 60, as reconciled pursuant to section 61, for all qualified employees.
- (4) As used in this section:

- (a) "Qualified employee" means a person who meets both of the following criteria:
  - (i) Is employed by a qualified employer.
  - (ii) His or her principal workplace is a qualified facility.
- (b) "Qualified employer" means the federal government.
- (c) "Qualified facility" and "qualified local unit of government" mean those terms as defined in the federal facility development act.

**Sec. 11b. City as qualified local unit of government; dedication and transfer of funds; purposes; use of federal data facility fund; amount; definitions.**

(1) A city that is a qualified local unit of government, as defined by the federal data facility act, may adopt an ordinance or resolution, or may enter into an agreement with a qualified local unit of government other than the city, to dedicate and transfer funds in the 1994 through 2003 tax years in an amount determined pursuant to subsection (3) solely and to the extent necessary for the purposes authorized for the use of the federal data facility fund created by the federal data facility act.

(2) If a city adopts an ordinance or resolution or enters into an agreement pursuant to subsection (1), the use or transfer of any funds dedicated or to be transferred shall commence and continue until any bonds, obligations, or other evidences of indebtedness for which the funds are pledged are fully paid or the authorized purpose is otherwise completed but not after the 2003 tax year.

(3) The amount dedicated or to be transferred by a city each year pursuant to subsection (1) shall equal the amount of withheld tax remitted by a qualified employer pursuant to section 60, as reconciled pursuant to section 61, for all qualified employees.

(4) As used in this section:

- (a) "Qualified employee" means a person who meets both of the following criteria:
  - (i) Is employed by a qualified employer.
  - (ii) His or her principal workplace is a qualified facility.
- (b) "Qualified employer" means the federal government.
- (c) "Qualified facility" and "qualified local unit of government" mean those terms as defined in the federal data facility act.

**Sec. 12. Excise tax on incomes; application to resident individuals.**

The tax shall apply on the following types of income of a resident individual to the same extent and on the same basis that the income is subject to taxation under the federal internal revenue code:

- (a) On a salary, bonus, wage, commission and other compensation.
- (b) On a distributive share of the net profits of a resident owner of an unincorporated business, profession, enterprise, undertaking or other activity, as a result of work done, services rendered and other business activities wherever conducted.
- (c) On dividends, interest, capital gains less capital losses, income from estates and trusts and net profits from rentals of real and tangible personal property.
- (d) On other income of a resident individual.

**Sec. 13. Types of nonresident income to which tax applicable; extent and basis of tax.**

The tax shall apply on the following types of income of a nonresident individual to the same extent and on the same basis that the income is subject to taxation under the federal internal revenue code:

- (a) On a salary, bonus, wage, commission, and other compensation for services rendered as an employee for work done or services performed in the city. Income that the nonresident taxpayer receives as the result of disability and after exhausting all vacation pay, holiday pay, and sick pay is not compensation for services rendered as an employee for work done or services performed in the city. Vacation pay, holiday pay, sick pay and a bonus paid by the employer are considered to have the same tax situs as the work assignment or work location and are taxable on the same ratio as the normal earnings of the employee for work actually done or services actually performed.
- (b) On a distributive share of the net profits of a nonresident owner of an unincorporated business, profession, enterprise, undertaking, or other activity, as a result of work done, services rendered, and other business activities conducted in the city.
- (c) On capital gains less capital losses from sales of, and on the net profits from rentals of, real and tangible personal property, if the capital gains arise from property located in the city.

**Sec. 14. Excise tax on incomes; taxable net profits of a corporation, definition.**

The tax shall apply on the taxable net profits of a corporation doing business in the city, being levied on such part of the taxable net profits as is earned by the corporation as a result of work done, services rendered and other business activities conducted in the city, as determined in accordance with this ordinance. "Taxable net profits of a corporation" means federal taxable income as defined in section 63 of the federal internal revenue code but taking into consideration all exclusions and adjustments provided in this ordinance. No deduction shall be allowed for:

- (a) Net operating losses and net capital losses sustained prior to the effective date of the tax.
- (b) The city income tax imposed by this ordinance.

A corporation may deduct income, war profits and excess profits taxes, imposed by a foreign country or possession of the United States, allocable to income included in taxable net income, any part of which would be allowable as a deduction in determining federal taxable income under the applicable provisions of the federal internal revenue code.

**Sec. 15. Excise tax on incomes; unincorporated business, profession; sole proprietorship, partnership.**

An unincorporated business, profession or other activity conducted by 1 or more persons subject to the tax as either a sole proprietorship or partnership shall not be taxable as such. The persons carrying on the unincorporated business, profession or other activity are liable for income tax only in their separate and individual capacities and on the following bases:

- (a) A resident proprietor or partner is taxable upon his entire distributive share of the net profits of the activity regardless of where the activity is conducted.
- (b) A nonresident proprietor or partner is taxable only upon his distributive share of the portion of the net profits of the activity which is attributable to the city under the allocation methods provided in this ordinance.
- (c) In the hands of a proprietor or partner of an unincorporated activity, the character of any item of income taxable under this ordinance is determined as if such item were realized by the individual proprietor or partner directly from the source from which it is realized by the unincorporated activity. In computing his taxable income for a taxable year, a person who is required to file a return shall include therein his taxable distributive share of the net profits for any partnership year ending within or with his taxable year.

**Sec. 16. Unincorporated business, profession, or activity; return.**

An unincorporated business, profession or other activity owned by 2 or more persons shall file an annual information return setting forth:

- (a) The entire net profit for the period covered by the return and the taxable portion of the net profit attributable to the city.
- (b) The names and addresses of the owners of the unincorporated activity and each owner's taxable distributive share of the total net profit and each nonresident owner's share of the taxable net profit attributable to the city.

**Sec. 17. Unincorporated business, profession, or activity; election to pay tax.**

At the election of an unincorporated business, profession or other activity, the entity, on behalf of the owners, may compute and pay the tax due with respect to each owner's share of the net profit of the activity after giving effect to exemptions to which each owner is entitled. This election is available to all unincorporated business entities having 2 or more owners regardless of the residence of the owners. The tax thus paid by the entity shall constitute all tax due with respect to each owner's distributive share of the net profits of the unincorporated business, profession or other activity.

If the unincorporated business, profession or other activity elects under this section to file a return and pay the tax on behalf of its owners, the election and filing are deemed to meet the requirements of this ordinance for the filing of a return for each owner who has no other income subject to the tax. However, a return is required from any such owner having taxable income other than his distributive share of the net profits of the entity. In such case the entire income subject to the tax shall be included in the return and credit taken thereon for the tax paid in his behalf by the unincorporated activity.

If the unincorporated business, profession or other activity elects to pay the tax on behalf of the owners, then the unincorporated business, profession or other activity assumes the status of a taxpayer and is liable to interest and penalty if payment is not made by the due date, in accordance with the calendar or fiscal year used by the unincorporated business, profession or other activity.

**Sec. 18. Partial business activity in city; apportionment of net profit.**

When the entire net profit of a business subject to the tax is not derived from business activities exclusively within the city, the portion of the entire net profit, earned as a result of work done, services rendered or other business activity conducted in the city, shall be determined under either section 19, sections 20 to 24, or section 25.

**Sec. 19. Partial business activity in city; separate accounting method.**

The taxpayer may petition for and the administrator may grant approval of, or the administrator may require, the separate accounting method. If such method is petitioned for the administrator may require a statement, explaining the manner in which the apportionment will be made, in sufficient detail to determine whether the net profits attributable to the city will be apportioned with reasonable accuracy.

**Sec. 20. Partial business activity in city; business allocation percentage method.**

The business allocation percentage method shall be used if such taxpayer is not granted approval to use the separate accounting method of allocation. The entire net profits of such taxpayer earned as a result of work done, services rendered or other business activity conducted in the city shall be ascertained by determining the total "in-city" percentages of property, payroll and sales. "In-city" percentages of property, payrolls and sales, separately computed, shall be determined in accordance with sections 21 to 24.

**Sec. 21. Partial business activity in city; percentage of average net book value; gross rental value of real property.**

First, the taxpayer shall ascertain the percentage which the average net book value, of the tangible personal property owned and the real property, including leasehold improvements, owned or used by it in the business and situated within the city during the taxable period, is of the average net book value of all of such property, including leasehold improvements, owned or used by the taxpayer in the business during the same period wherever situated. Real property shall include real property rented or leased by the taxpayer and the value of such property shall be deemed to be 8 times the annual gross rental thereon. "Gross rental of real property" means the actual sum of money or other consideration payable, directly or indirectly, by the taxpayer for the use or possession of real property and includes but is not limited to:

- (a) An amount payable for the use or possession of real property or any part thereof, whether designated as a fixed sum of money or as a percentage of sales, profits or otherwise.
- (b) An amount payable as additional rent or in lieu of rent such as interest, taxes, insurance, repairs or other amount required to be paid by the terms of a lease or other arrangement.

**Sec. 22. Partial business activity in city; percentage of compensation paid employees.**

Second, the taxpayer shall ascertain the percentage which the total compensation paid to employees for work done or for services performed within the city is of the total compensation paid to all the taxpayer's employees within and without the city during the period covered by the return. For allocation purposes, compensation shall be computed on the cash or accrual basis in accordance with the method used in computing the entire net income of the taxpayer.

If an employee performs services within and without the city, the following examples are not all inclusive but may serve as a guide for determining the amount to be treated as compensation for services performed within the city:

- (a) In the case of an employee compensated on a time basis, the proportion of the total amount received by him which his working time within the city is of his total working time.
- (b) In the case of an employee compensated directly on the volume of business secured by him, such as a salesman on a commission basis, the amount received by him for business attributable to his efforts in the city.
- (c) In the case of an employee compensated on other results achieved, the proportion of the total compensation received which the value of his services within the city bears to the value of all his services.

**Sec. 23. Partial business activity in city; percentage of gross revenue.**

Third, the taxpayer shall ascertain the percentage which the gross revenue of the taxpayer derived from sales made and services rendered in the city is of the total gross revenue from sales and services wherever made or rendered during the period covered by the return.

- (1) For the purposes of this section, "sales made in the city" means all sales where the goods, merchandise or property is received in the city by the purchaser, or a person or firm designated by him. In the case of delivery of goods in the city to a common or private carrier or by other means of transportation, the place at which the delivery has been completed is considered as the place at which the goods are received by the purchaser.

The following examples are not all inclusive but may serve as a guide for determining sales made in the city:

- (a) Sales to a customer in the city with shipments to a destination within the city from a location in the city or an out-of-city location are considered sales made in the city.
  - (b) Sales to a customer in the city with shipments to a destination within the city directly from the taxpayer's in-city supplier or out-of-city supplier are considered sales made in the city.
  - (c) Sales to a customer in the city with shipments directly to the customer at his regularly maintained and established out-of-city location are considered out-of-city sales.
  - (d) Sales to an out-of-city customer with shipments or deliveries to the customer's location within the city are considered sales made in the city.
  - (e) Sales to an out-of-city customer with shipments to an out-of-city destination are considered out-of-city sales.
- (2) In the case of public utilities, or businesses furnishing transportation services, "gross revenue" for the purposes of this section may be measured by such means as operating revenues, vehicle miles, revenue miles, passenger miles, ton miles, tonnage, or such other method as shall reasonably measure the proportion of gross revenue obtained in the city by such business.
- (3) In case the business of the taxpayer involves substantial business activities other than sales of goods and services such other method or methods of allocation shall be employed as shall reasonably measure the proportion of gross revenue obtained in the city by such business.

**Sec. 24. Partial business activity in city; business allocation percentage.**

Fourth, the taxpayer shall add the percentages determined in accordance with sections 21, 22 and 23 and divide the total by 3 and the result so obtained is the business allocation percentage. In determining this percentage, a factor shall be excluded from the computation only when the factor does not exist anywhere insofar as the taxpayer's business operation is concerned and, in such case, the total of the percentages shall be divided by the number of factors actually used. The business allocation percentage shall be applied to the entire net profits, wherever derived, of the taxpayer subject to the tax to determine the net profits allocable to the city.

**Sec. 25. Partial business activity in city; substitute methods.**

An alternative method of accounting shall be used if the taxpayer or the administrator demonstrates that the net profits of the taxpayer allocable to the city cannot be justly and equitably determined under the separate accounting method or the business allocation percentage method, or if undue expense to the taxpayer would result from complying therewith because of the taxpayer's manner of operations and methods of accounting. In such case the administrator, upon application of the taxpayer or upon his own initiative, may approve or specify factors or methods of determination as will effect a just, nondiscriminatory and reasonable result. Application to the administrator to substitute other factors in the formula or to use a different method to allocate net profits shall be made in writing and state the specific grounds on which the substitution of factors or use of a different method is requested and the relief sought. No specific form need be followed in making the application. Once a taxpayer has filed under a substitute method, he shall continue so to file until given permission by the administrator to change.

**Sec. 26. Capital gains and losses; determination.**

(1) Capital gains and capital losses, other than gains and losses on securities issued by the government of the United States, shall be included in income only to the extent of that portion of the gains or losses which occur after the effective date of this ordinance. In determining the amount of gain or loss, the taxpayer may use net proceeds from the sale or exchange less fair market value as of the effective date of this ordinance. The fair market value of property shall be determined by an appraisal or similar reliable evidence. The fair market value of a security shall be the last quoted price on the last business day prior to the effective date. For a security traded over the counter the last quoted price shall be the last bid price on the last business day prior to the effective date. The taxpayer may determine the gain or loss on a transaction in the same manner as for federal income tax purposes taking into account only that portion thereof which occurs after the effective date. The portion of that gain or loss includible in computing taxable income will be the same proportion of the total gain or loss as the period of time the property was held after the effective date of the ordinance bears to the total time the property was held. In any city adopting this ordinance which had a valid local income tax ordinance in effect on January 1, 1964, capital gains and losses shall be included to the extent of that portion of such gains or losses which occur after the effective date of the original city income tax ordinance.

(2) If capital losses exceed capital gains in a taxable year, the unused portion may be utilized to the same extent and on the same basis as under the federal internal revenue code.

**Sec. 27. Estates or trusts, deemed nonresidents; definitions.**

An estate or trust is not subject to tax under this ordinance, except that it shall be treated as a nonresident individual for purposes of section 11 of this ordinance to the extent income of the estate or trust described in section 13 is not includible in the return of a resident individual as "income from estates and trusts". A resident individual shall include "income from estates and trusts" in his income subject to tax under this ordinance without regard to the situs of the estate or trust. For this purpose, an "estate" means the estate of a deceased person during the period of administration or settlement and a "trust" means an inter vivos or testamentary trust created by an individual for the benefit of 1 or more persons.

**Sec. 28. Income from estates and trusts.**

(1) "Income from estates" means "income" as defined in section 643 (b) of the federal internal revenue code, properly paid, credited or distributed but not in excess of the resident individual's share of the distributable net income of the estate decreased by the amount of depreciation or depletion allowed the resident individual as a deduction under section 642 of the federal internal revenue code. The exceptions hereinafter set forth with respect to trusts are also applicable to income from estates. "Income from trusts" means the amount of "income" as defined in section 643 (b) of the federal internal revenue code, distributed or required to be distributed under sections 652 (a) or 662 (a) (1) of the federal internal revenue code, decreased by the amount of depreciation or depletion allowed the resident individual as a deduction by section 642 of the federal internal revenue code, with the following exceptions:

(a) Dividends on stock of state and national banks and trust companies.

(b) Interest from obligations of the United States, the states or subordinate units of government of the states.

(2) Income received by a resident individual from a fiduciary shall retain the character it held in the hands of the fiduciary. With respect to trusts where the income is taxed to the grantor or some other person under subpart E of subchapter J of the federal internal revenue code, the grantor or other person shall include in his return all items of income and deductions allowed by this ordinance.

(3) An individual shall include "income from estates and trusts" in his return in the same year as provided in the federal internal revenue code with respect to distributions of income from estates and trusts. The amount of income included in the return for the first tax year of a resident individual, with respect to estates and trusts, shall be computed as though the tax year of the estate or trust for federal income tax purposes began on the effective date of this ordinance and ended with the end of the tax year of the estate or trust for federal income tax purposes which ends next following the effective date.

**Sec. 31. Exemptions.**

(1) An individual taxpayer in computing his or her taxable income is allowed a deduction of \$2,000.00 for each personal and dependency exemption under the rules for determining exemptions and dependents as provided in part 1 of the income tax act of 1967, 1967 PA 281, MCL 206.1 to 206.532. The taxpayer may claim his or her spouse and dependents as exemptions, but if the taxpayer and the spouse are both subject to the tax imposed by this ordinance, the number of exemptions claimed by each of them when added together shall not exceed the total number of exemptions allowed under this ordinance.

(2) If the taxpayer qualifies for an additional exemption under more than 1 of the following, an additional exemption is allowed for each of the following for which the taxpayer qualifies:

(a) A taxpayer who is a paraplegic, quadriplegic, or hemiplegic, or who is a totally or permanently disabled person as disability is defined in section 216 of title II of the social security act, 42 USC 416.

(b) A taxpayer who is blind as defined in section 504 of the income tax act of 1967, 1967 PA 281, MCL 206.504.

(c) A taxpayer who is a deaf person as defined in section 2 of the deaf persons' interpreters act, 1982 PA 204, MCL 393.502.

(d) A taxpayer who is 65 years of age or older.

**Sec. 32. Payments and benefits not subject to tax.**

The following payments and benefits received by any person are not subject to the tax:

(a) Gifts and bequests.

(b) Proceeds of insurance, annuities, pensions and retirement benefits. Amounts received for personal injuries, sickness or disability are excluded from taxable income only to the extent provided by the federal internal revenue code.

(c) Welfare relief, unemployment benefits including supplemental unemployment benefits, and workmen's compensation or similar payments from whatever source derived.

- (d) Amounts received by charitable, religious, educational and other similar nonprofit organizations which are exempt from taxation under the federal internal revenue code.
- (e) Amounts received by supplemental unemployment benefit trusts or pension, profit sharing and stock bonus trusts qualified and exempt under the federal internal revenue code.
- (f) Interest from obligations of the United States, the states or subordinate units of government of the states and gains or losses on the sales of obligations of the United States.
- (g) Net profits of financial institutions and insurance companies.
- (h) Amounts paid to an employee as reimbursement for expenses necessarily and actually incurred by him in the actual performance of his services and deductible as such by the employer.
- (i) Compensation received for service in the armed forces of the United States.

**Sec. 33. Deductible expenses generally.**

Ordinary, necessary, reasonable and unreimbursed expenses paid or incurred by an individual in connection with the performance by him of services as an employee may be deducted from gross income in determining income subject to the tax to the extent the expenses are applicable to income taxable under this ordinance. The expenses are limited to the following:

- (a) Expenses of travel, meals and lodging while away from home.
- (b) Expenses as an outside salesman, away from his employer's place of business.
- (c) Expenses of transportation.
- (d) Expenses under a reimbursement or other expense allowance arrangement with his employer, where the reimbursement or allowance has been included in total compensation reported.

**Sec. 34. Deductible expenses; alimony, separate maintenance payments and principal sums payable in installments, moving expenses, and payments to retirement plan or account.**

The following expenses paid or incurred by an individual may be deducted from gross income in determining income subject to tax to the extent the expenses are applicable to income taxable under this ordinance:

- (a) An individual may deduct alimony, separate maintenance payments and principal sums payable in installments, to the extent includable in the spouse's adjusted gross income under the federal internal revenue code but only to the extent deductible by the individual under the federal internal revenue code. A nonresident individual may deduct only that proportion of his alimony, separate maintenance or principal sums payable in installments that his income taxable under this ordinance bears to his total federal adjusted gross income.
- (b) An employee or self-employed individual may deduct moving expenses to the extent provided in section 217 of the federal internal revenue code.
- (c) A self-employed individual may deduct payments to a qualified retirement plan to the extent provided in section 404 of the federal internal revenue code.
- (d) An individual may deduct payments to an individual retirement account established pursuant to the employee retirement income security act of 1974, 29 U.S.C. 1001 to 1381, to the extent provided in section 219 of the internal revenue code.

**Sec. 35. Qualified taxpayer within renaissance zone; determination of deductions claimed.**

(1) Notwithstanding any other provision of this ordinance and to the extent and for the duration provided in the Michigan renaissance zone act, Act No. 376 of the Public Acts of 1996, being sections 125.2681 to 125.2696 of the Michigan Compiled Laws, for the 1997 tax year and each tax year after 1997, a qualified taxpayer may deduct from gross income in determining income subject to tax under this ordinance, to the extent a deduction is applicable to income subject to the tax under this ordinance, an amount equal to 1 of the following for the specified types of taxpayers:

- (a) For a qualified taxpayer as defined in subsection (12)(c)(i):
  - (i) Except as provided in subparagraphs (ii) and (iii), income subject to the tax that is earned or received in the tax year during the period of time that the taxpayer was a qualified taxpayer.
  - (ii) Capital gains subject to the tax that are received during the tax year during the period of time that the taxpayer was a qualified taxpayer. The deduction allowed under this subdivision shall be prorated based on the percentage of time that the asset was held by the taxpayer while the taxpayer was a qualified taxpayer.
  - (iii) Income received by the qualified taxpayer from winning an on-line lottery game sponsored by this state but only if the date on which the drawing for that game was held is after the taxpayer became a qualified taxpayer of a renaissance zone and income received by the taxpayer from winning an instant

lottery game sponsored by this state but only if the taxpayer was a qualified taxpayer of a renaissance zone on the validation date of the lottery ticket for that game.

(b) For a qualified taxpayer as defined in subsection (12)(c)(ii), the amount determined pursuant to section 14, 19, 20 to 24, or 25 of this ordinance multiplied by a fraction the numerator of which is the percentage that the average net book value of the tangible personal property owned and the real property, including leasehold improvements, owned or used by the qualified taxpayer in the business and situated within the renaissance zone during the taxable period, is of the average net book value of all such property, including leasehold improvements, owned or used by the taxpayer in the business during the same period situated in the city plus the percentage that the total compensation paid to employees for work done or for services performed within the renaissance zone is of the total compensation paid to all the taxpayer's employees within the city during the period covered by the return and the denominator of which is 2. For allocation purposes, compensation shall be computed on the cash or accrual basis in accordance with the method used in computing the entire net income of the taxpayer. Real property includes real property rented or leased by the qualified taxpayer and the value of that property is considered to be 8 times the annual gross rental on the property. "Gross rental on the property" means gross rental of real property as that term is defined in section 21 of this ordinance.

(c) For a qualified taxpayer as defined in subsection (12)(c)(iii), the amount determined pursuant to section 15 of this ordinance multiplied by a fraction the numerator of which is the percentage that the average net book value of the tangible personal property owned and the real property, including leasehold improvements, owned or used by the qualified taxpayer in the business and situated within the renaissance zone during the taxable period, is of the average net book value of all such property, including leasehold improvements, owned or used by the taxpayer in the business during the same period situated in the city plus the percentage that the total compensation paid to employees for work done or for services performed within the renaissance zone is of the total compensation paid to all the taxpayer's employees within the city during the period covered by the return and the denominator of which is 2. For allocation purposes, compensation shall be computed on the cash or accrual basis in accordance with the method used in computing the entire net income of the taxpayer. Real property includes real property rented or leased by the qualified taxpayer and the value of that property is considered to be 8 times the annual gross rental on the property. "Gross rental on the property" means gross rental of real property as that term is defined in section 21 of this ordinance.

(2) For a qualified taxpayer as defined in subsections (12)(c)(ii) and (iii), any portion of income subject to tax under this ordinance derived from illegal activity conducted in a renaissance zone shall not be used to calculate a deduction allowed under this section. For a qualified taxpayer who is an individual, any portion of income subject to tax under this ordinance derived from illegal activity conducted anywhere shall not be used to calculate the deduction allowed under this section. For a qualified taxpayer as defined in subsection (12)(c)(ii) and (iii), any portion of the taxpayer's tax liability that is attributable to business activity related to the operation of a casino, and business activity that is associated or affiliated with the operation of a casino including, but not limited to, the operation of a parking lot, hotel, motel, or retail store, shall not be used to calculate a credit under this section. As used in this subsection, "casino" means a casino regulated by this state pursuant to the Michigan gaming control and revenue act, Initiated Law of 1996, being sections 432.201 to 432.216 of the Michigan Compiled Laws.

(3) Income used to calculate a deduction under any other section of this ordinance shall not be used to calculate a deduction under this section.

(4) If a qualified taxpayer completes the residency requirements under subsection (12)(c) before the end of the tax year in which the qualified taxpayer first resided in the renaissance zone, the qualified taxpayer may claim the deduction allowed under this section for that tax year. If the qualified taxpayer completes the residency requirements under subsection (12)(c) in a tax year subsequent to the tax year in which the qualified taxpayer first resided in the renaissance zone, the following apply:

(a) If the qualified taxpayer completes the residency requirement in a tax year subsequent to the tax year in which the taxpayer first resided in the renaissance zone and before the date for filing the annual return under this ordinance for the tax year in which the taxpayer first resided in the renaissance zone, the taxpayer may claim the deduction allowed under this section for the tax year in which the taxpayer first resided in the renaissance zone.

(b) If the qualified taxpayer completes the residency requirement in a tax year subsequent to the tax year in which the taxpayer first resided in the renaissance zone and after the date for filing the annual return under this ordinance for the tax year in which the taxpayer first resided in the renaissance zone, the qualified taxpayer may claim the deduction allowed under this section for the tax year in which the residency requirement is completed on the annual return for the tax year in which the residency requirement is completed and may claim the

deduction for the tax year in which the qualified taxpayer first resided in the renaissance zone by filing an amended return for that tax year in which the qualified taxpayer first resided in the renaissance zone.

- (5) To be eligible for the deduction under this section, a taxpayer shall file an annual return under this ordinance.
- (6) A qualified taxpayer shall file a withholding form prescribed by the city with his or her employer after the date the qualified taxpayer completes the requirements under subsection (12)(c) or, at the option of the city, for taxpayers who claim to be qualified taxpayers under subsection (12)(c)(i), the taxpayer shall file a form prescribed by the city with the city after the date the taxpayer completes the requirements under subsection (12)(c)(i). If the city verifies the information on the form, the city shall issue a certificate of qualification to the taxpayer which the taxpayer shall file with his or her employer. When a taxpayer who filed a form under this subsection is no longer a qualified taxpayer under subsection (12)(c)(i), the taxpayer shall send a written notice of that change in status to the city not more than 10 days after the change in status occurs.
- (7) If the administrator finds that a taxpayer has claimed a deduction under this section to which he or she is not entitled, the taxpayer is subject to the interest and penalty provisions under this ordinance.
- (8) The deduction allowed under this section continues through the tax year in which the renaissance zone designation expires.
- (9) A net operating loss deduction allowed under this ordinance shall be calculated without regard to any deduction allowed under this section.
- (10) If a taxpayer who was a qualified taxpayer during the tax year changes status and is not a qualified taxpayer or vice versa, income subject to tax under this ordinance shall be determined separately for income in each status.
- (11) A qualified taxpayer as defined in subsection (12)(c)(i) is a resident of a renaissance zone for purposes of Act No. 376 of the Public Acts of 1996. A qualified taxpayer as defined in subsection (12)(c)(ii) or (iii) is located and conducts business in a renaissance zone for purposes of Act No. 376 of the Public Acts of 1996.
- (12) As used in this section:
  - (a) "Conducts business activity" means doing business as defined in this ordinance.
  - (b) "Domicile" means a place where a person has his or her true, fixed, and permanent home and principal establishment to which, whenever absent, he or she intends to return, and domicile continues until another permanent establishment is established.
  - (c) "Qualified taxpayer" means 1 of the following:
    - (i) A taxpayer who is an individual, a resident of the city as determined under this ordinance, and is domiciled in an area of the city that is designated a renaissance zone for a period of 183 consecutive days. A taxpayer may begin calculating the 183-day period during the 183 days immediately preceding the designation of the area as a renaissance zone. Qualified taxpayer under this subparagraph includes the estate of an individual who was a qualified taxpayer at the time of death. After a taxpayer has completed the 183-day requirement under this subparagraph, the taxpayer is considered to have been a qualified taxpayer of that renaissance zone beginning from the first day used to determine if the 183-day requirement has been met.
    - (ii) A taxpayer that is a corporation and that is located and conducts business activity in a renaissance zone in the city.
    - (iii) A person who is located in and conducts business activity as an unincorporated business, profession, or other activity in a renaissance zone and is not a qualified taxpayer under subparagraph (i) or (ii).
  - (d) "Renaissance zone" means that term as defined in Act No. 376 of the Public Acts of 1996.

#### **Sec. 40. Extension for filing annual return.**

Notwithstanding any other provision of this ordinance, a person required to make and file an annual return, quarterly return, or declaration of estimated tax that is otherwise due on or before April 15 or April 30 for each tax year under this ordinance will automatically receive an extension to file those returns and declarations if the Internal Revenue Service extends the federal income tax filing or payment due date for that same tax year for federal taxpayers. The extension under this section for a person required to make and file an annual return, quarterly return, or declaration of estimated tax under this ordinance will coincide with that extended due date established by the Internal Revenue Service for that same tax year or 15 days after the date established by the Internal Revenue Service, whichever is applicable.

#### **Sec. 41. Annual return; joint return.**

(1) Every corporation doing business in the city and every other person having income taxable under this ordinance in any year before the 1997 tax year or in any tax year after the 1996 tax year for which the city has not entered into an agreement with the department of treasury pursuant to section 9 of chapter 1, shall make and file with the city an

annual return for that year, on a form furnished or approved by the city, on or before the last day of the fourth month for the same calendar year, fiscal year, or other accounting period, that has been accepted by the internal revenue service for federal income tax purposes for the taxpayer. For tax years after the 1996 tax year and for which a city has entered into an agreement pursuant to section 9 of chapter 1, the annual return required by this subsection shall be filed with the city or the department as provided by the agreement on or before the fifteenth day of the fourth month for the same calendar year, fiscal year, or other accounting period that has been accepted by the internal revenue service for federal income tax purposes for the taxpayer.

(2) A husband and wife may file a joint return and, in such case, the tax liability is joint and several.

#### **Sec. 42. Returns; contents.**

The annual return shall set forth:

(a) The number of exemptions, place of residence, place of employment and other pertinent information as shall reasonably be required.

(b) The aggregate amount of compensation, dividends, interest, net profit from rentals, capital gains less capital losses, net profits from business and other income, subject to the tax.

(c) The total amount of the tax imposed by this ordinance.

(d) The amount of the tax previously withheld or paid.

(e) Credits provided in this ordinance.

(f) The balance of the tax due or to be refunded.

#### **Sec. 43. Payment of tax; refund; interest; allocation of payment; notice; nonobligated spouse; form; filing; release of liability; definitions.**

(1) A balance of the tax that is due the city at the time of filing an annual return shall be paid with the return unless the balance is less than \$1.00, in which case payment is not required.

(2) If the annual return reflects an overpayment of the tax, the declaration of the overpayment on the return constitutes a claim for refund. Subject to subsection (6), if the city or the department agrees that a claim is valid, the city or the department shall apply the overpayment first to a delinquent tax liability under this ordinance of the taxpayer to the city. The city shall apply any remaining overpayment against a subsequent liability under this ordinance or, at the election of the taxpayer and if indicated on the return, shall refund the overpayment. However, the city shall not pay a refund of less than \$1.00.

(3) If a valid claim for a refund of taxes, except a refund under section 61, due for the taxable year 1992 or a taxable year after 1992 is filed, interest at the rate established in section 30(3) of Act No. 122 of the Public Acts of 1941, being section 205.30 of the Michigan Compiled Laws, shall be added to the refund beginning 45 days after the claim is filed or 45 days after the date established under this ordinance for the filing of the return, whichever is later. For tax years after the 1996 tax year and for which a city has entered into an agreement pursuant to section 9 of chapter 1, a claim for refund shall be paid from money in the city income tax trust fund.

(4) For tax years after the 1995 tax year and for which a city has entered into an agreement pursuant to section 9 of chapter 1, if a taxpayer pays, when filing his or her annual return, an amount less than the sum of the declared tax liability under this act, and the declared tax liability under the income tax act of 1967, Act No. 281 of the Public Acts of 1967, being sections 206.1 to 206.532 of the Michigan Compiled Laws, and there is no indication of the allocation of payment between the tax liabilities against which the payment should be applied, the amount paid shall first be applied against the taxpayer's tax liability under this act and any remaining amount of payment shall be applied to the taxpayer's tax liability under Act No. 281 of the Public Acts of 1967. The taxpayer's designation of a payee on a payment is not a dispositive determination of the allocation of that payment under this subsection.

(5) If the claim for refund is reflected on a joint tax return, the administrator shall allocate to each joint taxpayer his or her share of the refund. The amount allocated to each taxpayer shall be applied to his or her respective liabilities under this ordinance.

(6) If the administrator or the department determines that all or a portion of a refund claimed on a joint tax return is subject to application to a liability of an obligated spouse, the administrator or the department shall notify the joint taxpayers by first class mail sent to the address shown on the joint return. The notice shall be accompanied by a nonobligated spouse allocation form. The notice shall state all of the following:

(a) That all or a portion of the refund claimed by the joint taxpayers is subject to interception to satisfy a liability or liabilities of 1 or both spouses.

(b) The nature of the liability and the name of the obligated spouse or spouses.

(c) That a nonobligated spouse may claim his or her share of the refund by filing a nonobligated spouse allocation form with the city or the department not more than 30 days after the date the notice was mailed.

- (d) A statement of the penalties under subsection (9).
- (7) A nonobligated spouse who wishes to claim his or her share of a tax refund shall file with the city or the department a nonobligated spouse allocation form. The nonobligated spouse allocation form shall be in a form specified by the administrator or the department and shall require the spouses to state the amount of income or other tax base and all adjustments to the income or other tax base, including all subtractions, additions, deductions, credits, and exemptions, stated on the joint tax return that is the basis for the claimed refund, and an allocation of those amounts between the obligated and nonobligated spouse. In allocating these amounts, all of the following apply:
- (a) Individual income shall be allocated to the spouse who earned the income. Joint income shall be allocated equally between the spouses.
  - (b) Each spouse shall be allocated the personal exemptions he or she would be entitled to claim if separate federal returns had been filed, except that dependency exemptions shall be prorated according to the relative income of the spouses.
  - (c) Adjustments resulting from a business shall be allocated to the spouse who claimed income from the business.
  - (d) Ownership of other assets relevant to the allocation shall be disclosed upon request of the administrator or the department.
- (8) A nonobligated spouse allocation form shall be signed by both joint taxpayers. However, the form may be submitted without the signature of the obligated spouse if his or her signature cannot be obtained. The nonobligated spouse shall certify that he or she has made a good faith effort to obtain the signature of the obligated spouse and shall state the reason that the signature was not obtained.
- (9) A person who knowingly makes a false statement on a nonobligated spouse allocation form is subject to a penalty of \$25.00 or 25% of the excessive claim for his or her share of the refund, whichever is greater, and other penalties as provided in this ordinance.
- (10) A nonobligated spouse to whom the administrator or the department has sent a notice under subsection (6), who fails to file a nonobligated spouse allocation form within 30 days after the date the notice was mailed, shall be barred from commencing any action against the city or the department to recover an amount withheld to satisfy a liability of the obligated spouse to which a joint tax refund is applied under this section. The payment by the city or the department of any amount applied to a liability of a taxpayer under this section shall release the department or the city and the administrator from all liability to the obligated spouse, the nonobligated spouse, and any other person having or claiming any interest in the amount paid. A payment by the department of treasury under this subsection shall be made from the city income tax trust fund created in section 5 of chapter 1.
- (11) As used in this section:
- (a) "Nonobligated spouse" means a person who has filed a joint city income tax return and who is not liable for an obligation of his or her spouse described in this ordinance.
  - (b) "Obligated spouse" means a person who has filed a joint city income tax return and who is liable for an obligation described in this ordinance for which his or her spouse is not liable.

#### **Sec. 44. Federal income tax return; eliminations.**

Where total income, total deductions, net profits, or other figures are derived from the taxpayer's federal income tax return, any item of income not subject to the city income tax and unallowable deductions shall be eliminated in determining net income subject to the city tax. The fact that a taxpayer is not required to file a federal income tax return does not relieve him from filing a city tax return.

#### **Sec. 45. Net profits; consolidated returns.**

For the purpose of determining net profit allocable to the city under this ordinance, a corporate taxpayer may elect to file a consolidated return including subsidiaries whose voting stock is more than 50% owned by the taxpayer, if such return will more properly reflect the net profits and activities of the taxpayer in the city. The city may require a consolidated return if necessary to properly determine net profits of the taxpayer allocable to the city.

#### **Sec. 46. Amended return; change of method of accounting.**

An amended return shall be filed with the city or the department, on a form obtainable from the city or the department, if necessary to report additional income and pay an additional tax due, or to claim a refund of tax overpaid. Within 90 days after final determination of a federal tax liability that also affects the computation of a taxpayer's city income tax liability, the taxpayer shall prepare and file with the city or the department an amended city income tax return showing income subject to the city tax based upon the final determination of federal income

tax liability, and pay any additional tax shown due on the return or make a claim for refund of an overpayment. A taxpayer shall not change the method of accounting or apportionment of net profits after the due date for filing the original return or any extensions for the filing of the original return.

**Sec. 51. Withholding of tax by employer; voluntary withholding by certain employers; employer as trustee; failure or refusal to deduct and withhold tax; liability; discharge.**

(1) An employer doing business or maintaining an establishment within the city shall withhold from each payment to the employer's employees on and after the effective date of this ordinance the tax on their compensation subject to the tax, after giving effect to exemptions, as follows:

(a) Residents.

(i) At a rate equal to the rate set by ordinance to be levied against resident individuals under this ordinance, but not to exceed 3%, of all compensation paid to the employee who is a resident of the city, if the employee is not subject to withholding in any other city levying the tax.

(ii) At a rate equal to the difference in the percentage rate of tax on resident individuals as set by ordinance to be levied under this ordinance less the percentage rate of tax levied by any other city in which the employee works, on all compensation earned by the resident in another city.

(b) Nonresidents. At a rate equal to the rate set by ordinance to be levied under this ordinance on nonresidents but not to exceed 50% of the percentage rate imposed on resident individuals of the compensation paid to the employee for work done or services performed in the city designated by the employee as the employee's predominant place of employment. The withholding rate shall be applied to the percentage of the employee's total compensation equal to the employee's estimated percentage of work to be done or services to be performed in the city for that employer, but no withholding shall be required if the estimated percentage of work is less than 25%.

(2) An employer withholding the tax is deemed to hold the tax as a trustee for the city.

(3) An employer who is required to withhold and who fails or refuses to deduct and withhold is liable for the payment of the amount required to be withheld. The liability shall be discharged upon payment of the tax by the employee but the employer is not relieved of penalties and interest provided in this ordinance for this failure or refusal.

(4) An employer that voluntarily registers to withhold taxes in accordance with section 6 of chapter 1 shall withhold from all employees who are residents of that city based on the form required to be filed by each employee under section 54 on their compensation subject to tax, after giving effect to exemptions as provided under subsection (1)(a). If an employer no longer wishes to voluntarily withhold taxes under section 6 of chapter 1, the employer shall file a written notice with the city, and with the administrator if the administrator is not the city, indicating that the employer will no longer voluntarily withhold taxes from employees who are residents of that city.

**Sec. 52. Tax withheld; payments or persons excepted.**

Employers shall not withhold any tax from the following payments or persons:

(a) Compensation paid to domestic help.

(b) Compensation paid to a person who is not an employee, including an independent contractor.

(c) An amount allowed and paid to an employee as reimbursement for expenses necessarily and actually incurred by the employee in the actual performance of his or her services, and that is deductible by the employer.

(d) A qualified taxpayer. "Qualified taxpayer" means that term as defined in section 35(12)(c)(i).

**Sec. 53. Tax withheld; payment by employee or employer.**

If the tax is not withheld, an employee is not excused from filing a return and paying the tax on his compensation. If the tax is withheld but an employer fails to pay the tax to the city, the employee is not liable for the tax so withheld.

**Sec. 54. Tax withheld; exemptions claimed; percentage of work done at predominant place of employment; qualified taxpayer within renaissance zone.**

An employee with compensation subject to tax shall file with his or her employer a form on which the employee states the number of exemptions claimed, the city of residence, the predominant place of employment, whether or not the employee claims status as a qualified taxpayer of a renaissance zone, and the percentage of work done or services performed in the predominant place of employment. The percentage shall be expressed as "less than 25%", "40%", "60%", "80%", or "100%". The employer shall retain the form, rely on the information on the form for withholding purposes unless directed by the city to withhold on another basis, and, if the employee claims status as a qualified taxpayer based on residency in a renaissance zone, the employer shall forward a copy of the form to the

city. If information submitted by the employee is not believed to be true, correct, and complete, the city shall be advised. As used in this section, "renaissance zone" means that term as defined in section 35.

**Sec. 55. Tax withheld; revised form; time for filing; qualified taxpayer within renaissance zone.**

(1) Except as provided in subsection (2), an employee shall file with his or her employer a revised form within 10 days after the number of exemptions decreases when a change in residence from or to a taxing city occurs. The employee may file a revised form when the number of exemptions increases. An employee shall file a revised form by December 1 of each year, if his or her predominant place of employment, estimate of the percentage of work done or services to be rendered in the city, or status as a qualified taxpayer of a renaissance zone will change for the ensuing year. Revised withholding certificates shall not be given retroactive effect.

(2) An employee shall file a revised form with his or her employer within 10 days after the employee completes the residency requirements under section 35(12), and when a change of status occurs from resident of a renaissance zone to nonresident of a renaissance zone. The employer shall forward a copy of a revised form filed under this subsection to the city.

(3) As used in this section, "renaissance zone" means that term as defined in section 35.

**Sec. 56. Refusal by employee to furnish withholding certificate; withholding by employer; report.**

If an employee refuses to furnish a withholding certificate upon the request of his or her employer, the employer shall withhold a percentage of the employee's total compensation equal to the percentage rate of tax on resident individuals as set by ordinance to be levied under this ordinance, and report and pay the withholding on the basis of the best information in the possession of the employer.

**Sec. 57. Tax withheld; withholding tables; first compensation taxable.**

(1) The city shall provide withholding tables establishing the amounts to be withheld for various tax rates, wage brackets, numbers of exemptions and pay periods. An employer who uses the tables fully discharges his duty to withhold. An employer may elect not to use the tables, in which case to discharge fully his duty to withhold he shall withhold the applicable per cent of taxable compensation after provision for exemptions.

(2) The first compensation paid an employee on or after the effective date of the tax levy is subject to withholding on either of the following bases at the option of the employer:

(a) On the full amount of compensation paid.

(b) On the proportion of compensation paid for work done or services performed on or after the effective date of the levy.

**Sec. 58. Tax withheld; overwithheld tax, refund.**

If an employer withholds more than the apparent tax liability of an employee due to an increase in the number of exemptions claimed during the year, or due to the actual percentage of work performed in the city by a nonresident being less than the estimated percentage, or due to a change of residence during the year to or from a taxing city, or due to any reason other than the employer's error, the employer shall neither refund the excess to the employee nor offset the excess by under-withholding in a subsequent period. The employee shall claim his refund from the city on his annual return.

**Sec. 59. Tax withheld; correction of error, refund.**

Correction of an over or an under-withholding as a result of an employer's error shall be made as follows:

(a) If the error is discovered in the same quarter in which it is made, the employer shall make the necessary adjustment on a subsequent pay and include only the corrected amount on the quarterly return.

(b) If the error is discovered in a subsequent quarter of the same calendar year, the employer shall make the necessary adjustment on a subsequent pay and report it as an adjustment on the quarterly return.

(c) If the error is discovered in the following calendar year, or if the employer-employee relationship has terminated, the procedure shall be as follows:

(i) The employee or former employee shall apply to the city for a refund in case of an over-withholding. Upon proper verification the city shall refund to him the amount of the over-withholding.

(ii) If a deficiency is discovered, the employer shall notify the city and the employee or former employee, who shall pay the city the additional tax due in his annual return.

**Sec. 60. Tax withheld; return; payment; electronic funds transfer.**

(1) Except as provided in subsection (2), an employer shall file a return, furnished by or obtainable on request from the city, and pay to the city the full amount of the tax withheld on or before the last day of the month following the close of each calendar quarter, except that if during any calendar month other than the last month of a calendar quarter the amount withheld exceeds \$100.00, the employer shall deposit the amount withheld with the city treasurer before the end of the next calendar month.

(2) For tax years after the 1996 tax year and for which a city has entered into an agreement pursuant to section 9 of chapter 1, an employer shall file a return and pay the tax withheld for each calendar month on or before the fifteenth day of the month to the department following the close of each calendar month by means of an electronic funds transfer method approved by the state commissioner of revenue.

**Sec. 61. Tax withheld; reconciliation of quarterly returns; deficiencies; refunds; information returns; cessation of business.**

(1) An employer shall file with the city or the department a reconciliation of quarterly returns on or before the last day of February following each calendar year in which the employer has withheld from an employee's compensation. A deficiency is due when the reconciliation is filed. If the employer made monthly or quarterly or both, payments in excess of the amount withheld from an employee's compensation, the city or the department upon proper verification shall refund the excess to the employer.

(2) In addition to the reconciliation the employer shall file with the city or the department an information return for each employee from whom the city income tax has been withheld and each employee subject to withholding under this ordinance, setting forth his or her name, address and social security number, the total amount of compensation paid him or her during the year, and the amount of city income tax withheld from him or her. The information return shall be on a copy of the federal W-2 form or on a form furnished or approved by the city or the department. A copy of the information return shall be furnished to the employee.

(3) Except as provided in subsection (4), if an employer goes out of business or otherwise ceases to be an employer, reconciliation forms and the information return forms shall be filed with the city by the date the final withholding return and payment are due.

(4) For tax years after the 1996 tax year and for which a city has entered into an agreement pursuant to section 9 of chapter 1, if an employer goes out of business or otherwise ceases to be an employer, reconciliation forms and the information return forms shall be filed with the department within 30 days after the employer goes out of business or ceases to be an employer.

**Sec. 62. Declaration of estimated tax; filing; form; time; exceptions.**

(1) A person who anticipates taxable income from which the city income tax will not be withheld with the city or the department shall file a declaration of estimated tax on a form furnished by or obtainable on request from the city or from the department if the city has entered into an agreement pursuant to section 9 of chapter 1. A calendar year taxpayer shall file a declaration on or before each April 30 or for tax years after the 1996 tax year and for which a city has entered into an agreement with the department of treasury pursuant to section 9 of chapter 1, on or before each April 15. A taxpayer on a fiscal year basis or other accounting period shall file with the department a declaration within 4 months after the beginning of each fiscal year or other accounting period.

(2) If a taxpayer has not previously been required to file, the declaration shall be filed on or before the first date for making a quarterly payment that occurs after the taxpayer becomes subject to the requirement to file a declaration. A taxpayer shall file a declaration for the same calendar year, fiscal year, or other accounting period that has been accepted by the federal internal revenue service for federal income tax purposes. A declaration by an individual or unincorporated entity is not required if the total estimated tax, less any credits applicable to the tax, does not exceed \$100.00. A declaration by a corporation is not required if the total estimated tax, less any credits applicable to the tax, does not exceed \$250.00. A declaration by or on behalf of an estate or trust is not required.

**Sec. 63. Declaration of estimated tax not withheld; computation; payment; installments.**

(1) A taxpayer's annual return for the preceding year may be used as the basis for computing a declaration of estimated tax for the current year, or the taxpayer may use the same figures used for estimating federal income tax adjusted to exclude any income or deductions not taxable or permissible under this ordinance.

(2) Except as otherwise provided, the estimated tax may be paid in full with the declaration or in 4 equal installments on or before the last day of the fourth, sixth, ninth, and thirteenth months after the beginning of the taxpayer's taxable year. For tax years after the 1996 tax year and for which a city has entered into an agreement

pursuant to section 9 of chapter 1, the estimated tax shall be paid in 4 equal installments on or before the fifteenth day of the fourth, sixth, ninth, and thirteenth months after the beginning of the taxpayer's taxable year.

(3) An amended declaration may be filed when making a quarterly payment, and the unpaid balance shown due shall be paid in equal installments over the remaining payment dates.

**Sec. 64. Annual return; filing; extension of time; failure to file; penalty.**

(1) The filing of a declaration of estimated tax does not excuse the taxpayer from filing an annual return even though there is no change in the declared tax liability. An annual return shall be filed with the city by the end of the fourth month or for tax years after the 1996 tax year and for which a city has entered into an agreement pursuant to section 9 of chapter 1, filed with the department on or before the fifteenth day of the fourth month of the year following that for which the declaration was filed. Upon written request of a taxpayer the administrator or the department may extend the time for filing the annual return for not to exceed 6 months. The administrator or the department may require a tentative return and payment of the estimated tax.

(2) A penalty or interest shall not be assessed if the return is filed and the final tax paid within the extended time and all other filing and payment requirements of this ordinance are satisfied, and the estimated tax paid equals 70% or more of the tax shown due on the final return or 70% or more of the tax shown due on the taxpayer's return for the immediately preceding taxable year.

**Sec. 64a. Sale of business or stock of goods or quitting business; liability for tax; escrow by purchaser; release to purchaser of known tax liability; failure to comply with escrow requirements; liability of corporation officers.**

(1) If a person liable for the tax imposed under this ordinance sells a business or the stock of goods of a business or quits a business, the person shall make a final return to the city or the department within 15 days after the date the business or stock of goods is sold or the person quits the business. The purchaser or succeeding purchasers, if any, who purchase a going or closed business or stock of goods of a going or closed business shall escrow sufficient money to cover the amount of taxes, interest, and penalties that may be due and unpaid until the former owner produces a receipt from the administrator that shows that the taxes due have been paid, or a certificate that states that taxes are not due. If the owner provides a written waiver of confidentiality, the administrator may release to a purchaser a business's known tax liability for the purposes of establishing an escrow account for the payment of taxes. If the purchaser or succeeding purchasers of a business or stock of goods of a business fail to comply with the escrow requirements of this subsection, the purchaser is personally liable for the payment of the taxes, interest, and penalties accrued and unpaid by the business of the former owner. The purchaser's or succeeding purchaser's personal liability is limited to the fair market value of the business less the amount of any proceeds applied to balances due on secured interests that are superior to any lien provided for in this ordinance.

(2) If a corporation that is liable for the tax imposed under this ordinance fails for any reason to file the required returns or to pay the tax due, any officers of the corporation that have control or supervision of, or who are charged with the responsibility for, making the returns or payments are personally liable for the failure to file or pay. The signature of any corporate officer on a return or negotiable instrument submitted in payment of a tax is prima facie evidence of the officer's responsibility for making the returns and payments. The dissolution of a corporation does not discharge an officer's liability for a prior failure of the corporation to make a return or remit a tax due. The sum due for a liability may be assessed and collected under this ordinance.

**Sec. 65. Credit for city income tax paid another city.**

An individual who is a resident of the city and received net profits from a business, profession or rental of real or tangible personal property, gains from the sale or exchange of real or tangible personal property, or salaries, wages, commissions or other compensation for work done or services performed or rendered, in each case outside the city, and is subject to and has paid an income tax on this income to another municipality, shall be allowed a credit against the city income tax for the amount paid to the other municipality. The credit shall not exceed the amount of taxes which would be assessed under this ordinance on the same amount of income of a nonresident.

**Sec. 66. Fractional part of a cent or dollar.**

In withholding the tax due under this ordinance, a fractional part of a cent shall be disregarded unless it amounts to 1/2 cent or more, in which case it shall be increased to 1 cent. For tax years after the 1996 tax year in paying the tax due under this ordinance if any amount other than a whole dollar amount is used, the administrator, or the department shall disregard the fractional part of the dollar unless the fractional part amounts to 1/2 dollar or more, in which case the amount shall be increased by \$1.00.

**Sec. 71. Rules and regulations; adoption; enforcement; forms; collection of tax.**

(1) The administrator may adopt, amend, and repeal rules and regulations relating to the administration and enforcement of this ordinance subject to the approval of the city governing body. The rules and regulations, amendments, and repeals, after approval by the city governing body, shall become effective when published in the official newspaper of the city.

(2) The administrator shall enforce this ordinance and the rules and regulations approved as provided in subsection (1). The administrator or the department shall prepare, adopt, and make available to taxpayers, employers, and other persons all forms necessary for compliance with this ordinance.

(3) For tax years before the 1997 tax year and for tax years after the 1996 tax year and for which a city has not entered into an agreement pursuant to section 9 of chapter 1, the city treasurer shall collect all taxes and payments due under this ordinance and deposit them in a designated city depository. For tax years after the 1996 tax year and for which a city has entered into an agreement pursuant to section 9 of chapter 1, the department shall collect taxes and payments due under this ordinance and deposit them in the city income tax trust fund established in section 5 of chapter 1.

**Sec. 72. Special ruling; appeal to income tax board of review.**

A taxpayer or employer desiring a special ruling on a matter pertaining to this ordinance or rules and regulations shall submit in writing to the administrator all the facts involved and the ruling sought. A taxpayer or employer aggrieved by a special ruling may appeal the special ruling in writing to the income tax board of review within 30 days.

**Sec. 73. Examination of books and records; witnesses; additional provisions relating to dispute resolution; protest to notice of intent to assess tax.**

(1) If a taxpayer or employer fails or refuses to make a return or payment as required, in whole or in part, or if the administrator or the department has reason to believe that a return made does not supply sufficient information for an accurate determination of the amount of tax due, the administrator or the department may obtain information on which to base an assessment of the tax. The administrator or the department may examine the books, papers, and records of any person, employer, taxpayer, or agent or representative of any person, employer, or taxpayer or audit the accounts of any person, employer, or taxpayer or any other records pertaining to the tax, to verify the accuracy and completeness of a return filed, or, if no return was filed, to ascertain the tax, withholding, penalties, or interest due under this ordinance.

(2) The administrator or the department may examine any person, under oath, concerning income which was or should have been reported for taxation under this ordinance, and for this purpose may compel the production of books, papers, and records and the attendance of all parties before him or her, whether as parties or witnesses, if he or she believes those persons have knowledge of the income. In addition, for tax years after the 1996 tax year and for which a city has entered into an agreement with the department of treasury pursuant to section 9 of chapter 1, all of the following apply to implement this section:

(a) The department of treasury shall send to the taxpayer or employer a letter of inquiry stating, in a courteous and unthreatening manner, the department's opinion that the taxpayer or employer needs to furnish further information or owes taxes to the city, and the reason for that opinion. A letter of inquiry shall also explain the procedure by which the taxpayer or employer may initiate communication with the department to resolve any dispute. A letter of inquiry may be served on the taxpayer in any manner determined appropriate by the department of treasury. This subdivision does not apply in any of the following circumstances:

(i) The taxpayer or employer files a return that shows a tax due and fails to pay that tax.

(ii) The deficiency resulted from an audit of the taxpayer's or employer's books and records by the city or the department.

(iii) The taxpayer or employer otherwise affirmatively admits that a tax is due and owing.

(b) If the dispute is not resolved within 30 days after the department of treasury sends the taxpayer or employer a letter of inquiry or if a letter of inquiry is not required under subdivision (a), the department, after determining the amount of tax due from a taxpayer or employer, shall give notice to the taxpayer or employer of the department of treasury's notice of intent to assess the tax. The notice shall include all of the following:

(i) The amount of the tax the department of treasury claims the taxpayer or employer owes.

(ii) The reason for the deficiency.

(iii) A statement advising the taxpayer or employer of his or her right to file a protest and to a hearing with the department of treasury.

(3) A taxpayer or employer has 30 days after receipt of a notice of intent to assess within which to file a written protest with the department of treasury. If a written protest is received, the department of treasury shall give the taxpayer or employer or duly authorized representative of the taxpayer or employer an opportunity to be heard and present evidence and arguments in his or her behalf.

(4) If a protest to the notice of intent to assess the tax under subsection (2) is determined by the department of treasury to be a frivolous protest or a desire by the taxpayer or employer to delay or impede the administration of the tax under this ordinance, a penalty of \$25.00 or 25% of the amount of tax under protest, whichever is greater, shall be added to the tax.

**Sec. 74. Information confidential; divulgence, penalty, discharge from employment.**

(1) Information gained by the administrator, city treasurer or any other city official, agent or employee as a result of a return, investigation, hearing or verification required or authorized by this ordinance is confidential, except for official purposes in connection with the administration of the ordinance and except in accordance with a proper judicial order.

(2) Any person who divulges this confidential information, except for official purposes, is guilty of a misdemeanor and subject to a fine not exceeding \$500.00 or imprisonment for a period not exceeding 90 days, or both, for each offense. In addition, an employee of the city who divulges this confidential information is subject to discharge for misconduct.

**Sec. 80. Waiver of interest or penalties during extension.**

Notwithstanding any other provision of this ordinance, for any return or declaration of estimated tax that was originally due on April 15 or April 30 under this ordinance and that is subsequently filed or remitted at a later date in accordance with section 40, all interest and penalties for the failure to file or remit for that extended period shall be waived.

**Sec. 82. Payment of tax; interest; "adjusted prime rate" defined; penalty for delay; waiver of penalty for reasonable cause.**

(1) All taxes imposed in a taxable year before the 1992 taxable year on a taxpayer and money withheld by an employer under this ordinance and remaining unpaid after the taxes or money withheld are due bear interest from the due date at the rate of 1/2 of 1% per month until paid. For the 1992 taxable year and each subsequent taxable year before the 1997 taxable year, all taxes imposed on a taxpayer and money withheld by an employer under this ordinance and remaining unpaid after the taxes or money withheld are due bear interest from the due date at the current monthly rate of 1 percentage point above the adjusted prime rate per annum per month until the tax or money is paid. For taxable years after the 1996 taxable year, if the amount of a tax paid is less than the amount that should have been paid or an excessive claim for credit has been made, the deficiency and interest on the deficiency at the current monthly interest rate of 1 percentage point above the adjusted prime rate per annum from the time the tax was due, and until paid, are due and payable after a final assessment as provided in section 85. A deficiency in an estimated payment required by this ordinance shall be treated in the same manner as a tax due and is subject to the same current monthly interest rate of 1 percentage point above the adjusted prime rate per annum from the time the payment was due, until paid. The term "adjusted prime rate" means the average predominant prime rate quoted by not less than 3 commercial banks to large businesses, as determined by the department of treasury. For tax years before the 1997 tax year, the adjusted prime rate is to be based on the average prime rate charged by not less than 3 commercial banks during the 12-month period ending on September 30. One percentage point shall be added to the adjusted prime rate, and the resulting sum shall be divided by 12 to establish the current monthly interest rate. The resulting current monthly interest rate based on the 12-month period ending September 30 becomes effective on January 1 of the following year. For tax years after the 1996 tax year, "adjusted prime rate" means that term as defined in and determined under section 23(2) of Act No. 122 of the Public Acts of 1941, being section 205.23 of the Michigan Compiled Laws.

(2) A person who fails to file a return, pay the tax, or remit withholding, when due, is liable, in addition to the interest, to a penalty of 1% of the amount of the unpaid tax for each month or fraction of a month, not to exceed a total penalty of 25% of the unpaid tax. If a return is filed or remittance is paid after the time specified and it is shown to the satisfaction of the city or the department that the failure was due to reasonable cause and not to willful neglect, the penalty shall be waived by the administrator or the department. If the total interest or interest and penalty to be assessed is less than \$2.00, the administrator or the department shall instead assess \$2.00.

(3) Except as provided in subsection (4), if any part of the deficiency or an excessive claim for credit is due to negligence, but without intent to defraud, a penalty of \$10.00 or 10% of the total amount of the deficiency in the tax,

whichever is greater, plus interest as provided in subsection (1), shall be added. The penalty becomes due and payable after a final assessment is issued as provided in section 85. If a taxpayer subject to a penalty under this subsection demonstrates to the satisfaction of the administrator or the department that the deficiency or excess claim for credit was due to reasonable cause, the administrator or the department shall waive the penalty.

(4) If any part of the deficiency or an excessive claim for credit is due to intentional disregard of this ordinance, but without intent to defraud, a penalty of \$25.00 or 25% of the total amount of the deficiency in the tax, whichever is greater, plus interest as provided in subsection (1), shall be added. The penalty becomes due and payable after a final assessment is issued as provided in section 85. If a penalty is imposed under this subsection and the taxpayer subject to the penalty successfully disputes the penalty, the administrator or the department shall not impose a penalty prescribed by subsection (3) to the tax otherwise due.

(5) If any part of the deficiency or an excessive claim for credit is due to fraudulent intent to evade the tax imposed under this ordinance, or to obtain a refund for a fraudulent claim, a penalty of 100% of the deficiency, plus interest as provided in subsection (1), shall be added. The penalty becomes due and payable after a final assessment is issued as provided in section 85 .

#### **Sec. 83. Additional tax assessment; when interest and penalty not imposed.**

(1) Interest or a penalty shall not be imposed on an additional tax assessment if, within 90 days from final determination of a federal tax liability which also affects the computation of the taxpayer's city income tax liability, the taxpayer prepares and files an amended city income tax return showing income subject to the city tax based upon the final determination of federal income tax liability, and pays the additional tax shown due thereon or makes claim for refund of an overpayment. Interest shall not be allowed on a refund of the city income tax resulting from a final determination of federal tax liability.

(2) Interest and a penalty shall not be imposed for underestimating the tax if the total amount of tax withheld and paid by declaration, equals at least 70% or more of the tax shown due on the final return or 70% or more of the tax shown on the taxpayer's return for the preceding taxable year.

(3) An employee shall not be penalized because of the failure of his employer to report or pay tax withheld from the employee when the employer has in fact withheld the proper amount of tax.

#### **Sec. 84. Due and unpaid assessment; determination; procedure.**

(1) For tax years before the 1997 tax year and for tax years after the 1996 tax year and for which a city has not entered into an agreement pursuant to section 9 of chapter 1, if the administrator determines that a taxpayer or an employer subject to the provisions of this ordinance has failed to pay the full amount of the tax due or tax withheld, he or she shall issue a proposed assessment showing the amount due and unpaid, together with interest and penalties that may have accrued thereon. The proposed assessment shall be served upon the taxpayer or employer in person or by registered or certified mail to the last known address of the taxpayer or employer. Proof of mailing the proposed assessment is prima facie evidence of a receipt of the proposed assessment by the addressee.

(2) A taxpayer or employer has 30 days after receipt of a proposed assessment within which to file a written protest with the administrator or 30 days after receipt of a notice of intent to assess from the department of treasury to file a written protest with the department of treasury, who shall then give the taxpayer or employer or his or her duly authorized representative an opportunity to be heard and present evidence and arguments in his or her behalf.

#### **Sec. 85. Final assessment; protest.**

(1) After the hearing as provided in section 84, the administrator or the department shall issue a final assessment setting forth the total amount found due in the proposed assessment or notice of intent to assess and any adjustment he or she may have made as a result of the protest. The final assessment shall be served in the same manner as a proposed assessment or notice of intent to assess. Proof of mailing of the final assessment is prima facie evidence of receipt of the final assessment by the addressee.

(2) If a protest under section 73(3) or 84(2) is not filed in respect to a proposed assessment or notice of intent to assess, a taxpayer or employer is considered to have received a final assessment 30 days after receipt of the proposed assessment.

#### **Sec. 86. Failure to pay tax; demand; recovery; prosecution.**

If an employer or taxpayer files a return showing the amount of tax or withholding due the city or the department, but fails to pay the amount to the city or the department, the administrator or the department is not required to issue a proposed assessment, notice of intent to assess, or a final assessment. The administrator or the department shall issue a 10-day demand for payment and if no payment or satisfactory evidence of payment is made in the 10 days

the administrator or the department may recover the tax with interest and penalties in the name of the city in any court of competent jurisdiction as other debts are recoverable, or prosecute for violation of this ordinance under section 99, or both.

**Sec. 86a. Authority to impose a lien for taxes.**

(1) Notwithstanding section 86, a city that has a population of more than 600,000 may recover the tax with interest and penalties without a judgment or order from a court of competent jurisdiction by imposing a lien as provided under this section. However, the city's authority to impose a lien under this section only applies to property owned by a natural person and wages, or other income, that are reported on a federal W-2 or 1099 form. A lien imposed pursuant to this section is a lien in favor of the city against all property and rights of property, both real and personal, tangible and intangible, owned at the time the lien attaches, or afterwards acquired by any person liable for the tax, to secure the payment of the tax. The lien shall attach to the property from and after the date that any report or return on which the tax is levied is required to be filed and shall continue for 7 years after the date of attachment. The lien may be extended for another 7 years by refiling under subsection (2) if the refiling is done within 6 months prior to the expiration date of the original 7-year period.

(2) The lien imposed by this section shall take precedence over all other liens and encumbrances, except bona fide liens recorded before the date the lien under this ordinance is recorded. However, bona fide liens recorded before the lien under this ordinance is recorded shall take precedence only to the extent of disbursements made under a financing arrangement before the forty-sixth day after the date of the tax lien recording or before the person making the disbursements had actual knowledge of a tax lien recording under this ordinance, whichever is earlier. A lien shall be recorded and discharged in the same manner required for a state tax lien under the state tax lien registration act, 1968 PA 203, MCL 211.681 to 211.687.

(3) A purchaser or succeeding purchaser of property, from a taxpayer in other than the ordinary course of business, against which a lien has been properly recorded as provided under subsection (2) is personally liable for the unpaid taxes that are due on the lien. The purchaser's liability is limited to the value of the property less any proceeds that were applied to balances due on secured interests which are superior to the lien recorded under subsection (2).

**Sec. 86b. Demand for payment; warrant; levy on property; refusal or failure to surrender property; personal liability; effect of levy on salary or wages; service of warrant-notice levy.**

(1) Notwithstanding section 86, a city that has a population of more than 600,000 may cause a demand to be made on a taxpayer for the payment of a tax due under this ordinance. However, the city's authority to cause a demand for payment under this section only applies to property owned by a natural person and wages, or other income, that are reported on a federal W-2 or 1099 form. If the liability remains unpaid for 10 days after the demand and proceedings are not taken to review the liability, a warrant may be issued. Except as provided in this section, the city, through any officer or agent or person authorized to serve process or through authorized employees, may levy on all property and rights to property, real and personal, tangible and intangible, belonging to the taxpayer or on which a lien is provided by law for the amount of the deficiency, and sell the real and personal property of the taxpayer found within the state for the payment of the amount due, the cost of executing the warrant, and the additional penalties and interest. Except as provided in subsection (6), the officer or agent or person serving the warrant shall proceed upon the warrant in all respects and in the same manner as prescribed by law in respect to executions issued against property upon judgments by a court of record. A city, through its authorized representative, may bid for and purchase any property sold pursuant to this section.

(2) A person that refuses or fails to surrender any property or rights to property subject to levy, upon demand by the city, is personally liable to the city in a sum equal to the value of the property or rights not surrendered, but not exceeding the amount due for which the levy was made, together with costs and interest on the sum at the rate provided in section 82 from the date of the levy. Any amount, other than costs, recovered under this subsection shall be credited against the liability for the collection of which the levy was made.

(3) In addition to the personal liability imposed by subsection (2), if a person required to surrender property or rights to property fails or refuses to surrender the property or rights to property without reasonable cause, the person shall be liable for a penalty equal to 50% of the amount recoverable under subsection (2), none of which penalty shall be credited against the liability for the collection of which the levy was made.

(4) A person in possession of, or obligated with respect to, property or property rights subject to levy and upon which a levy has been made who, upon demand of the city, surrenders the property or rights to property or discharges the obligation to the city or who pays a liability under subsection (1) shall have that obligation to a person delinquent in payment of a tax reduced in an amount equal to the property or rights to property surrendered or amounts paid to the city.

(5) Property described in section 6334 of the internal revenue code of 1986, 26 USC 6334, is exempt from levy under this section for an unpaid tax. The effect of a levy on salary or wages shall be continuous from the date the levy is first made until the liability out of which the levy arose is satisfied.

(6) A warrant notice of levy may be served by certified mail, return receipt requested, on any person in possession of, or obligated with respect to, property and rights to property, real and personal, tangible and intangible, belonging to the taxpayer or on which a lien is provided by law. The date of delivery on the receipt shall be the date the levy is made. A person may, upon written notice to the department, on behalf of the city, have all notices of levy sent to 1 designated office.

**Sec. 86c. Recording release of a lien; conditions for filing; release of levy; conditions for service; reimbursement of fee; certificate of withdrawal; release of levy.**

(1) If a city that has a population of more than 600,000 files for recording a lien imposed pursuant to this ordinance against property or rights of property to satisfy a tax liability and the city determines that the tax liability out of which the lien arose is satisfied, the city shall file for recording a release regarding the property or rights of property in the same manner required for a state tax lien under the state tax lien registration act, 1968 PA 203, MCL 211.681 to 211.687, not more than 20 business days after funds to satisfy the tax liability out of which the lien arose have been applied to the taxpayer's account.

(2) If the city files for recording a lien imposed pursuant to this ordinance against property or rights of property to satisfy a tax liability and upon request the city determines that the taxpayer named on the recorded lien does not have any interest in certain properties owned by another person, the city shall file for recording a certificate of nonattachment regarding the property or rights of property, in the same manner as required for a state tax lien under the state tax lien registration act, 1968 PA 203, MCL 211.681 to 211.687, with all due haste but not more than 5 business days after the city determines that the lien is recorded or filed against property or rights of property to which the city does not have a lien interest under section 86a. The city shall clearly indicate on the certificate of nonattachment that the taxpayer named on the recorded lien does not have any interest in the property or rights of property of the other person.

(3) If a warrant or warrant-notice of levy is issued and served upon a person to levy on property or rights of property to satisfy a tax liability and the city determines that the tax liability out of which the warrant or warrant-notice of levy arose is satisfied, the city shall serve a release of levy regarding the property or rights of property on the person that was served the warrant or warrant-notice of levy not more than 10 business days after funds to satisfy the tax liability out of which the warrant or warrant-notice of levy arose have been applied to the taxpayer's account.

(4) If a warrant or warrant-notice of levy is issued and served upon a person to levy on property or rights of property to satisfy a tax liability and the city determines that the property or rights of property are not subject to levy under section 86a, the city shall serve a release of levy regarding the property or rights of property on the person that was served the warrant or warrant-notice of levy with all due haste but not more than 5 business days after the city determines that the property or rights of property are not subject to levy under section 86a, the city shall clearly indicate on the release of levy that the property or rights of property were not subject to levy under section 86a.

(5) If a person is required to pay a fee to the city, a bank, or other financial institution as the result of an erroneous recording or filing of a lien as described in subsection (2), or an erroneous issuance and service of a warrant or warrant-notice of levy as described in subsection (4), the city shall reimburse the fee to that person.

(6) If the city receives money to satisfy a tax liability or liabilities or receives information that would cancel that tax liability or those liabilities and subsequently files a lien for recording specifying that tax liability or those liabilities, the city, upon request and upon a determination by the city that the lien was filed and recorded in error, with all due haste, but not more than 5 business days after the city determines that it has erroneously filed a lien for recording, shall file for recording a certificate of withdrawal for that tax liability or those liabilities which were satisfied which states that the recorded lien for that tax liability or those liabilities was filed in error.

(7) If the city receives money to satisfy a tax liability or liabilities or receives information that would cancel that tax liability or those liabilities and subsequently issues a warrant or warrant-notice of levy specifying that liability or those liabilities pursuant to this ordinance, upon request and upon a determination by the city that the warrant or warrant-notice of levy was issued in error, with all due haste, but not more than 5 business days after the department determines that it has erroneously issued a warrant or warrant-notice of levy, the city shall issue a release of levy for that tax liability or those liabilities which were satisfied which states that the levy for that tax liability or those liabilities was issued in error.

**Sec. 87. Jeopardy assessment; procedure.**

(1) If the administrator or the department believes that collection of the tax withheld from an employee's compensation as imposed under this ordinance will be jeopardized by delay, the administrator or the department of treasury, whether or not the time otherwise prescribed by the ordinance for making the return and paying or depositing the tax has expired, shall immediately assess the tax and interest and additions provided by the ordinance. The tax, interest, and additions shall become immediately due and payable and the administrator or the department of treasury shall make an immediate notice and demand for payment, notwithstanding when the withheld tax is otherwise due and payable.

(2) If the administrator or the department finds that a person liable for the tax administered under this ordinance intends quickly to depart from the city or to remove property from this city, to conceal the person or the person's property in the city, or to do any other act tending to render wholly or partly ineffectual proceedings to collect the tax unless proceedings are brought without delay, the administrator or the department of treasury shall give notice of the findings to the person, together with a demand for an immediate return and immediate payment of the tax. A warrant or warrant-notice of levy may issue immediately upon issuance of a jeopardy assessment. When the warrant or warrant-notice is issued, the tax shall become immediately due and payable. If the person is not in default in making a return or paying a tax prescribed by this ordinance, and furnishes evidence satisfactory to the administrator or the department of treasury that the return will be filed and the tax to which the finding relates will be paid, then the tax shall not be payable before the time otherwise fixed for payment.

**Sec. 88. Statute of limitations; waiver; payment of tax.**

(1) Except in case of fraud, failure to file a return, failure to comply with the withholding provisions of this ordinance, or omission of substantial portions of income subject to the tax, an additional assessment shall not be made after 4 years from the date the return was due, including extensions, or from the date the return was filed, or the tax was paid, whichever is later. An omission of more than 25% of gross income is considered a substantial omission of income. Under this section a declaration of estimated tax is not considered a return.

(2) If the federal internal revenue service and a taxpayer execute a waiver of the federal statute of limitations, as to a taxable year, the expiration of the period within which an additional assessment may be made by the administrator or the department or a claim for refund filed by the taxpayer for such taxable year for city income tax purposes shall be 6 months from the date of expiration of the waiver.

**Sec. 89. Statute of limitations; refund.**

(1) Except as otherwise provided in this ordinance, a tax erroneously paid shall not be refunded unless a claim for refund is made within 4 years from the date the payment was made or the original final return was due, including extensions, whichever is later, unless the administrator or the department and the taxpayer mutually agree to extend the time for assessment or refund. Under this section a declaration of estimated tax is not considered a return. Upon denial of a refund a taxpayer may follow the same procedure for appeal as provided in the case of a deficiency assessment.

(2) A tax deficiency as finally determined and interest or penalties thereon shall be paid within 30 days after receipt of a final assessment if no appeal is made.

**Sec. 91. Income tax board of review; appointment of city residents; selection of officers; adoption, filing, inspection, and copies of rules of procedure; quorum; conflict of interests; record of transactions and proceedings; availability of record and other writings to public; conducting business at public hearing; notice of hearing.**

(1) The governing body of the city shall appoint an income tax board of review consisting of 3 residents of the city who are not city officials or city employees.

(2) The board shall select a chairperson, secretary, and other officers as the board considers necessary and shall adopt rules governing the procedure for hearings and other procedures. The rules shall be filed in the office of the city clerk and shall be available for inspection by an interested person. A copy of the rules shall be furnished on request to an interested person.

(3) A majority of the board members shall constitute a quorum for an action by or hearing before the board, or for any other purpose. A member of the board shall not act on a matter in which the member has a financial interest other than the common public interest. A record shall be kept of the board's transactions and proceedings. The record and any other writing prepared, owned, used, in the possession of, or retained by the board of review in the

performance of an official function shall be made available to the public in compliance with Act No. 442 of the Public Acts of 1976.

(4) The business which the board may perform shall be conducted at a public hearing of the commission held in compliance with Act No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws. Public notice of the time, date, and place of the hearing shall be given in the manner required by Act No. 267 of the Public Acts of 1976.

**Sec. 92. Income tax board of review; notice of appeal; transcript; hearing; confidential tax data; payment of deficiency or refund.**

(1) A taxpayer or employer may file a written notice of appeal with the secretary of the income tax board of review not more than 30 days after receipt by the taxpayer or employer of a final assessment, denial in whole or part of a claim for refund, decision, order, or special ruling of the administrator or the department. Upon receipt of the notice of appeal, the income tax board of review shall notify the administrator or the department, who shall forward within 15 days to the income tax board of review a certified transcript of all actions and findings taken by the administrator or the department that relate to the matter under appeal. The appellant or his or her duly authorized representative may inspect the transcript.

(2) The income tax board of review shall grant the appellant a hearing at which the appellant or his or her duly authorized representative and the administrator or the department have an opportunity to present evidence that relates to the matter under appeal. After conclusion of the hearing, the income tax board of review by a majority vote of its 3 members shall affirm, reverse, or modify the final assessment, denial, decision, or order under appeal and furnish a copy of the decision to the appellant and to the administrator or the department.

(3) The provisions of this ordinance as to the confidential character of tax data are applicable to proceedings pending before or submitted to the income tax board of review.

(4) A tax deficiency or refund and any interest or penalties on a deficiency or refund shall be paid not more than 30 days after receipt by the taxpayer or employer or by the city or the department of notice of determination by the income tax board of review if no further appeal is made.

**Sec. 93. Appeal to state tax commissioner or tax tribunal; procedure.**

(1) A taxpayer, employer, or other person aggrieved by a rule adopted by the administrator may file a timely appeal to the state commissioner of revenue in the form and manner prescribed by the commissioner.

(2) A taxpayer or employer aggrieved by a final assessment, denial, decision, or order of the income tax board of review other than a decision under subsection (1), may appeal the assessment, denial, decision, or order to the tax tribunal not more than 35 days after the final assessment, denial, decision, or order was issued. The uncontested portion of a final assessment, order, or decision shall be paid as a prerequisite to appeal. An appeal under this subsection shall be perfected as provided under the tax tribunal act, Act No. 186 of the Public Acts of 1973, being sections 205.701 to 205.779 of the Michigan Compiled Laws, and rules promulgated under that act for the tax tribunal.

(3) Not more than 35 days after a final order of the tax tribunal, the taxpayer, employer, or other person shall pay the city the taxes, interest, and penalty found due to the city or the department, and the city or the department shall refund to the taxpayer, employer, or other person any amount found to have been overpaid by the taxpayer, employer, or other person.

**Sec. 94. Appeal to court of appeals or supreme court; procedure.**

(1) If a taxpayer, employer, other person, or the city or the department is aggrieved by a decision of the tax tribunal, the aggrieved party may take an appeal by right from a decision of the tax tribunal to the court of appeals. The appeal shall be taken on the record made before the tax tribunal. The taxpayer, employer, other person, city, or department may take further appeal to the supreme court in accordance with the court rules provided for appeals to the supreme court.

(2) An assessment is final, conclusive, and not subject to further challenge after 90 days after the issuance of the final assessment, decision, or order of the administrator or the department, and a person is not entitled to a refund of any tax, interest, or penalty paid pursuant to an assessment unless the aggrieved person has appealed the assessment in the manner provided by this ordinance.

**Sec. 95. Payment to taxpayer from city general fund or city income tax trust fund.**

For tax years before the 1997 tax year and for tax years after the 1996 tax year and for which a city has not entered into an agreement pursuant to section 9 of chapter 1, if a taxpayer is found by a decision on an appeal entitled to

recover any sum paid and further appeal has not been taken within the time permitted, the sum shall be paid from the general fund of the city. For tax years after the 1996 tax year and for which a city has entered into an agreement pursuant to section 9 of chapter 1, if a taxpayer is found by a decision on an appeal to be entitled to recover any sum paid and further appeal has not been taken within the time permitted, the sum shall be paid from the city income tax trust fund established in section 5 of chapter 1.

**Sec. 99. Violations; misdemeanor; penalties.**

Each of the following violations of this ordinance is a misdemeanor and is punishable, in addition to the interest and penalties provided under the ordinance, by a fine not exceeding \$500.00, or imprisonment for a period not exceeding 90 days, or both:

- (a) Willful failure, neglect or refusal to file a return required by the ordinance.
- (b) Willful failure, neglect or refusal to pay the tax, penalty or interest imposed by the ordinance.
- (c) Willful failure of an employer or person to withhold or pay to the city a tax as required by the ordinance.
- (d) Refusal to permit the city or an agent or employee appointed by the administrator in writing to examine the books, records and papers of a person subject to the ordinance.
- (e) Knowingly filing an incomplete, false, or fraudulent return.
- (f) Attempting to do or doing anything whatever in order to avoid full disclosure of the amount of income or to avoid the payment of any or all of the tax.

V4

RESOLUTION NO. \_\_\_\_\_

RESOLUTION ADOPTING AND PROPOSING ELECTOR APPROVAL OF AN AMENDMENT TO THE CITY CHARTER TO LIMIT PROPERTY TAX RATES IF THE ELECTORS ALSO APPROVE A CITY INCOME TAX AT THE MAY 3, 2022 SPECIAL ELECTION

WHEREAS:

1. To provide additional funding and more stable funding for city operations, the City Council approved the uniform city income tax ordinance and scheduled an election on the proposal to levy a city income tax for the May 3, 2022 special election.
2. If approved by the city's electors, the income tax would raise significant funds so that the city would not need to levy property taxes at the current rates stated in the City Charter of the City of Wyoming.
3. Section 9.1 of the City Charter of the City of Wyoming, currently limits property taxation as follows:

**Sec. 9.1. Power to tax: tax limit.**

The City shall have the power to assess taxes and levy and collect rents, tolls and excises. Exclusive of any levies authorized by statute to be made beyond charter tax rate limitation, the annual ad valorem tax levy shall not exceed one-half percent of the valuation of all real and personal property subject to taxation in the City, except that an additional two-tenths of one percent, 2 mills on the dollar, may be levied for sewer, water and street improvements, but this latter shall in no way be construed as limitation on the issuance of bonds for water or sewer purposes. An additional thirty-nine thousandths (39/1000) of one percent, 0.39 mills on the dollar, or less, may be levied annually for the operation, maintenance and any other expenses for the public library in the City of Wyoming or for capital improvements in public parks in the City of Wyoming.

- (a) *Sidewalk snowplowing and maintenance levy.* The city shall have the power to levy an additional 2/100 of one percent, 0.2 mills on the dollar for the purpose of snowplowing sidewalks and to repair and construct sidewalks within the city.
  - (b) *Public transportation levy.* An additional twenty-five thousandths (25/1000) of one percent (1%), a 0.25 mills on the dollar, or less, may be levied annually for use for public transportation. (This subsection shall expire on June 30, 2000).
  - (c) *Parks, recreation and senior citizens centers levy.* An additional fifteen-hundredths of one percent, 1.5 mills on the dollar, or less, may be levied annually for use for the operation, maintenance and any other expenses for parks, recreation and senior citizens centers.
  - (d) *Fire department levy.* An additional seventy-five-thousandths of one percent, 0.75 mills on the dollar, may be levied annually for the operation, maintenance and other expenses of the Fire Department.
  - (e) *Police department levy.* An additional one hundred-twenty-five-thousandths of one percent, 1.25 mills on the dollar, may be levied annually for the operation, maintenance and other expenses of the Police Department.
  - (f) *Public Safety levy.* An additional one hundred-twenty-five thousandths of one percent, 1.25 mills on the dollar, may be levied annually for public safety for the operation, maintenance and administration of police and fire services.
4. The City Council wishes to simultaneously amend the City Charter to limit the city's property tax levy to no more than 5 mills (5.0% of the taxable value of the city or \$5.00 per \$1,000.00 of taxable value), but, due to timing of the city's first receipt of income tax collections, that limitation would be phased in over 2 years.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Charter of the City of Wyoming, Michigan be amended by adding section 9.1a to read as follows:

**Sec. 9.1a. - Power to tax: tax limit.**

(a) If the City's electors approve the levy of a city income tax under the city income tax act, 1964 PA 284, and a city income tax is levied pursuant to the uniform city income tax ordinance adopted by the Council in September 2021, the power to tax and tax limits stated in section 9.1 of this Charter shall no longer be effective. The City shall have the power to assess, levy and collect taxes as provided by state law, but the power to levy real and personal property taxes in the city shall be limited as provided subsections (b) and (c) of this section.

(b) Beginning July 1, 2022, the City shall have the power to levy taxes against real and personal property in the City in a sum not to exceed 0.7545% of the taxable value of real and personal property in the city (7.5 mills or \$7.545 per \$1,000 in taxable value).

(c) Beginning January 1, 2023, the City shall have the power to levy taxes against real and personal property in the City in a sum not to exceed 0.5% of the taxable value of real and personal property in the city (5.0 mills or \$5.00 per \$1,000 in taxable value).

2. That the proposal for this City Charter amendment shall be placed on the ballot for the May 3, 2022 special election as follows:

**PROPOSAL TO LIMIT PROPERTY TAXATION**

If the city electors approve and the city levies a city income tax, shall the Wyoming City Charter be amended to limit property taxes levied by the City of Wyoming to no more than 7.545 mills (\$7.545 per \$1,000 of taxable value) beginning July 1, 2022, then further limited to no more than 5.0 mills (\$5.00 per \$1,000 of taxable value) beginning January 1, 2023?

3. The City Clerk and City Attorney are authorized and directed to send a copy of this resolution to the governor and to the attorney general for approval of the proposed charter amendment and ballot proposal.
4. The City Clerk and City Attorney are authorized and directed to publish the full text of the proposed charter amendment together with the existing City Charter section 9.1 in at least one edition of *The Grand Rapids Press* and to take all other steps to ensure the proposal is placed on the ballot and notices provided as required by the City Charter; the home rule city act, 1909 PA 279, MCL 117.1 *et seq.*; the Michigan election law, 1954 PA 116, MCL 168.1 *et seq.*; and any other applicable law.
5. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

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

I certify that this Resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on September 20, 2021.

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Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_