

AGENDA
WYOMING CITY COUNCIL MEETING
BRANN'S STEAKHOUSE
MONDAY, AUGUST 15, 2022, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Mike Young, Newhall Christian Fellowship Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the August 1, 2022 Regular Meeting
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
7:01 p.m. To Confirm the Necessity of Constructing Public Improvements in Plaster Creek Boulevard from Buchanan Avenue to Division Avenue, Special Assessment Roll 22-813
7:02 p.m. To Consider Use of the 2022 Edward Byrne Memorial Justice Grant Funds for Program Activities
- 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
- 13) Budget Amendments**
 - a) Budget Amendment No. 11 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2021-2022 Fiscal Year to the 2022-2023 Fiscal Year (General Fund)

- b) Budget Amendment No. 12 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2021-2022 Fiscal Year to the 2022-2023 Fiscal Year (Allocation Fund)
- c) Budget Amendment No. 13 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2021-2022 Fiscal Year to the 2022-2023 Fiscal Year (Major Streets Fund)
- d) Budget Amendment No. 14 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2021-2022 Fiscal Year to the 2022-2023 Fiscal Year (Local Street Fund)
- e) Budget Amendment No. 15 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2021-2022 Fiscal Year to the 2022-2023 Fiscal Year (Parks and Recreation Fund)
- f) Budget Amendment No. 16 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2021-2022 Fiscal Year to the 2022-2023 Fiscal Year (Yard Waste Disposal Fund)
- g) Budget Amendment No. 17 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2021-2022 Fiscal Year to the 2022-2023 Fiscal Year (Building Inspection Fund)
- h) Budget Amendment No. 18 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2021-2022 Fiscal Year to the 2022-2023 Fiscal Year (Community Development Fund)
- i) Budget Amendment No. 19 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2021-2022 Fiscal Year to the 2022-2023 Fiscal Year (Indigent Defense Fund)
- j) Budget Amendment No. 20 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2021-2022 Fiscal Year to the 2022-2023 Fiscal Year (Federal Grants Fund)
- k) Budget Amendment No. 21 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2021-2022 Fiscal Year to the 2022-2023 Fiscal Year (Capital Improvement Fund)
- l) Budget Amendment No. 22 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2021-2022 Fiscal Year to the 2022-2023 Fiscal Year (Library Fund)
- m) Budget Amendment No. 23 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2021-2022 Fiscal Year to the 2022-2023 Fiscal Year (Sewer Fund)
- n) Budget Amendment No. 24 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2021-2022 Fiscal Year to the 2022-2023 Fiscal Year (Water Fund)
- o) Budget Amendment No. 25 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2021-2022 Fiscal Year to the 2022-2023 Fiscal Year (Motor Pool Fund)
- p) Budget Amendment No. 26 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2021-2022 Fiscal Year to the 2022-2023 Fiscal Year (Motor Pool – Depreciation Fund)

- q) Budget Amendment No. 27 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2021-2022 Fiscal Year to the 2022-2023 Fiscal Year (Capital Projects Revolving Fund)
- r) Budget Amendment No. 28 – To Transfer \$103,451 from the General Fund Capital Outlay Reappropriations to the New Capital Projects Revolving Fund
- s) Budget Amendment No. 29 – To Transfer \$10,000 from the General Fund Planning Reappropriations to the New City Center Fund
- t) Budget Amendment No. 31 – To Appropriate an Additional \$5,617 of Budgetary Authority to Provide the Necessary Funds for New Voter ID Cards

14) Consent Agenda

15) Resolutions

- a) To Confirm Special Assessment Roll #22-813

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

- b) To Authorize the Mayor and City Clerk to Execute an Agreement with the City of Grand Rapids for the Reconstruction of Plaster Creek Boulevard and the Construction of a Non-Motorized Trail from Buchanan Avenue to the Kroc Center East of Division Avenue (Budget Amendment 30)
- c) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Construction of Street Improvements Associated with the 54th Street Meijer Access Drive
- d) To Accept an Agreement from Donohue & Associates, Inc. to Provide Engineering Services for the Drain Line Replacement Project and to Authorize the Mayor and City Clerk to Execute the Contract
- e) To Authorize the Purchase of Allen Bradley/Rockwell Components

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 15, 2022

Budget Amendment Number 011

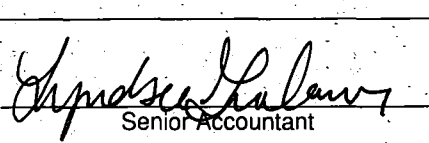
To the Wyoming City Council:

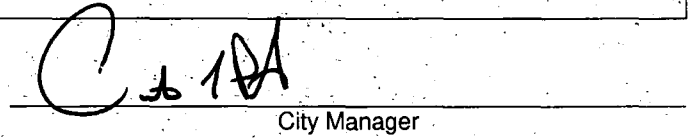
A budget increase of \$ 499,942.00 for the General Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2021-2022 fiscal year to the 2022-2023 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital (Fund 101)			<u>499,942.00</u>	

Recommended:


Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

City of Wyoming
Schedule of Reappropriations
 Fiscal Year 2022 - 2023
For The General Fund
 Budget Amendment Number 011

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
101-101-10300-956.000	City Council	Professional Services PO#2022-368 Rebranding Services		63,000.00
101-136-13610-975.000	Probation	Capital Outlay Courtroom remodel		103,451.00
101-136-15100-707.000	District Court-Probation	Salaries - Temporary	37,302.00	
101-136-15100-715.000		FICA	2,854.00	
101-136-15100-719.000		Workers Comp Insurance	739.00	
101-136-15100-801.000		Professional Services	11,140.00	
101-136-15100-910.000		Liability Insurance	709.00	
101-540.001 101-583.513		State Grant Revenue Contributions from Local Units Other Gov Agencies Veterans Treatment Court Grant-Funded by State of Michigan	26,722.00 30,000.00	(3,978.00)
101-201-20100-956.000	Finance	Professional Services Chart of Accounts conversion		15,000.00
101-210-21000-727.000	Attorney	Office Supplies Attorney office furniture		21,417.00
101-215-19100-727.000	City Clerk - Election	Office Supplies Voter ID cards		7,600.00
101-258-25800-740.000	Information Technology	Operating Supplies PO# 2022-561 Office Chair - Supply chain delays	442.00	
101-258-25800-740.200		Operating Supplies - Computer Equipment PO# 2022-223 Computer replacements for FY22 PO# 2022-562 Cradlepoint 5yr, Modem provisioning	15,446.00 1,683.00	
101-258-25800-801.000		Professional Services PO# 2022-523 MS Intune MDM Project	17,300.00	
101-258-25800-850.000		Communications PO# 2022-538 Ingate Software License	3,914.00	
101-258-25800-984.017		Capital Outlay - Computer Equipment PO# 2022-207 ComSrv and Enterprise WiFi upgrade PO# 2022-522 VDI Purchase/Dell Servers	6,247.00 57,786.00	102,818.00
101-305-31200-956.000	Police Forensic Science Unit	Other Services FSU Accreditation - Purchase delayed due to COVID		13,000.00
101-305-31500-744.000	Police - Patrol	Uniforms - purchase of ballistic vests	8,500.00	
101-305-31500-980.094		Uniforms - uniforms for 7 more officers (BA#069)	27,269.00	
101-305-31500-985.049		Capital Outlay - Video Equipment - Body cams	19,760.00	
		Capital Outlay - Vehicles - TACT Truck upgrades	5,000.00	60,529.00
101-305-31504-709.000	Police OHSP Grant - OWI	FICA	14,571.00	
101-305-31504-715.000		Pension	1,152.00	
101-305-31504-718.000		Workers Comp Insurance	98.00	
101-305-31504-956.520		Other Services - Grand Rapids Dist.	29,214.00	
101-305-31504-956.522		Other Services - Kentwood Dist.	26,399.00	
101-305-31504-956.523		Other Services - Walker Dist.	24,843.00	
101-305-31504-956.525		Other Services - Kent County Dist.	33,562.00	
101-505.001		Federal Grant Revenue - OHSP - Safety Belts	129,839.00	
101-305-32000-956.001	Police - Training	Tuition Reimb - Academy Reimb. For Cameron Borns		10,820.00

City of Wyoming
Schedule of Reappropriations
 Fiscal Year 2022 - 2023
For The General Fund
 Budget Amendment Number 011

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
101-337-33900-740.000	Fire - Fighting	Operating Supplies - Smooth bore nozzles ordered, not rec'd	1,166.00	
101-337-33900-744.001		Uniforms - Turn Out Gear PO#2021-050 Turnout gear ordered, not rec'd	67,602.00	
		PO#2022-534 - Water rescue gear ordered, not rec'd	1,100.00	
101-337-33900-985.000		Capital Outlay - Vehicles - Outfitting two QRVs	<u>7,000.00</u>	76,868.00
101-337-33901-744.001	Fire - Fighting - Dual Empl. Reserves	Uniforms - Turn Out Gear PO#2021-050 Turnout gear ordered, not rec'd		15,584.00
101-337-33902-744.001	Fire - Fighting - Paid on Call	Uniforms - Turn Out Gear PO#2021-050 Turnout gear ordered, not rec'd		3,833.00
101-400-40000-801.000	Planning	Professional Services - Planning for City Center		10,000.00
				<u>499,942.00</u>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 15, 2022

Budget Amendment Number 012

To the Wyoming City Council:

A budget increase of \$ 12,204.00 for the Allocation Fund is requested for the following reason:
following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2021-2022 fiscal year to the 2022-2023 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital (Fund 110)		<u> </u>	<u> </u>	<u>12,204.00</u>

Recommended: *Dynoba Lubaw*
Senior Accountant

Chris
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

City of Wyoming
Schedule of Reappropriations
Fiscal Year 2022 - 2023
For The Allocation Fund
Budget Amendment Number 012

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
110-226-22800-727.000	Risk Mgmt	Office Supplies PO #2022-478 AEDs - supply chain delays	12,204.00	12,204.00
				<u>12,204.00</u>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 15, 2022

Budget Amendment Number 013

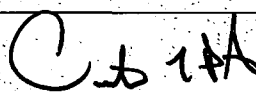
To the Wyoming City Council:

A budget increase of \$ 3,742,156.00 for the Major Streets Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2021-2022 fiscal year to the 2022-2023 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital (Fund 202)		<u> </u>		<u>3,742,156.00</u>

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

City of Wyoming
Schedule of Reappropriations
 Fiscal Year 2022 - 2023
For The Major Street Fund
 Budget Amendment Number 013

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
202-441-46300-740.000	Street Maintenance	Operating Supplies		
		PO #2022-207 Enterprise WiFi upgrades - supply chain delay	342.00	
		PO #2022-574 Cisco switches - supply chain delay	<u>2,506.00</u>	2,848.00
202-441-46300-972.502		PO #2020-175		40,000.00
		Project: 2017 CP.54th Haughey 131		
		PO #2021-183		84,252.00
		Project: 2021 CP.Plaster Ck		
		PO #2022-360		85,600.00
		Project: 2017 CP.54th Meijer		
		PO #2022-490		159,303.00
		Project: 2021 CP.36th St Resurf		
		PO #2022-491		44,436.00
		Project: 2022 CP.22 CD fr Burl		
		PO #2022-492		66,000.00
		Project: 2022 CP.Eastern Ave		
		PO #2022-530		33,000.00
		Project: 2022 CP.Eastern Ave		
		PO #2022-547		2,120.00
		Project: 2023 CP.2023 CP Gezon Pkwy/54th		
		PO #2022-578		873,300.00
		Project: 2021 CP.Plaster Ck		
		Capital Outlay - Major Street Construction		994,850.00
		Council approved projects not at PO status		
202-441-46300-972.510		PO #2019-439		68,482.00
		Project: 2016 CP.InterTrailRehab		
		PO #2020-391		5,569.00
		Project: 2017 CP.FrogHollowM6		
		PO #2020-462		51,744.00
		Project: 2020 CP.Byron Ctr 44M6		
		PO #2021-418		4,160.00
		Project: 2021 CP.Wilson Ave		
		PO #2021-448		162,835.00
		Project: 2021 CP.Wilson Ave		
		PO #2022-392		114,200.00
		Project: 2022 CP.28th-WCL to 131		
		PO #2022-503		64,691.00
		Project: 2022 CP.2022 Resurf		
		Capital Outlay - Street Resurfacing		884,601.00
202-441-47400-806.000	Traffic Services	PO #2022-560 AutoCad LT/Arch Eng & Construction (7/15/22- 7/14/23)		165.00
				<u>3,742,156.00</u>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 15, 2022

Budget Amendment Number 014

To the Wyoming City Council:

A budget increase of \$ 801,399.00 For The Local Street Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2021-2022 fiscal year to the 2022-2023 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital (Fund 203)		<u> </u>	<u> </u>	<u>801,399.00</u>

Recommended:

Dipak Chhabra
Senior Accountant

C. A. 1st
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

City of Wyoming
Schedule of Reappropriations
 Fiscal Year 2022 - 2023
For The Local Street Fund
 Budget Amendment Number 014

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
203-441-46300-740.00	Street Maintenance	Operating Supplies		
		PO #2022-207 Enterprise WiFi upgrades - supply chain delay	171.00	
		PO #2022-574 Cisco switches - supply chain delay	<u>1,253.00</u>	
				1,424.00
203-441-46300-972.503		Capital Outlay Local Street Construction		
		Council approved projects not at PO status		76,972.00
203-441-46300-972.510		PO# 2022-503		505,269.00
		Project: 2022 CP.2022 Resurf		
		Capital Outlay Local Street Construction		217,734.00
		Council approved projects not at PO status		
				<u>801,399.00</u>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 15, 2022

Budget Amendment Number 015

To the Wyoming City Council:

A budget increase of \$ 204,973.00 for the Parks and Recreation Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2021-2022 fiscal year to the 2022-2023 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital (Fund 208)		_____	_____	<u>204,973.00</u>

Recommended:

Dynabell Hubbard
Senior Accountant

CAHA
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

City of Wyoming
Schedule of Reappropriations
 Fiscal Year 2022 - 2023
For The Parks and Recreation Fund
 Budget Amendment Number 015

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
208-752-75200-801.006	Administration	Professional Services		
		PO #2022-191 - Grand Blanc brochure design	2,100.00	
		5 Year Community Rec Plan	<u>34,915.00</u>	37,015.00
208-752-75200-900.000		Printing & Advertising		
		PO #2022-192 - Grand Blanc brochure printing		2,309.00
208-752-75200-984.017		Capital Outlay - Computer Equipment		
		PO #2022-220 - Sehi Computer products - supply chain delays	1,324.00	
		Additional Funds for inflationary costs	<u>1,303.00</u>	2,627.00
208-752-75600-956.010	Parks & Rec Facility	Other Services - Dog Park		7,559.00
208-752-75600-967.000		Project Costs		7,950.00
		Lamar Park Asphalt Crack Sealing		
208-752-75600-975.000		Capital Outlay		
		Battjes Park court repairs & Hillcroft Park security camera	45,299.00	
		PO #2022-500 Knight Watch Hillcroft Park camera	<u>5,685.00</u>	50,984.00
208-752-75600-975.110		Capital Outlay - Lamar Park Improvments		
		PO #2022-424 Playground Equipment		6,000.00
208-752-75600-975.112		Capital Outlay - Lemery Park Improvement/Equipment		
		Lemery Park Irrigation Project		15,000.00
208-752-75600-975.117		Capital Outlay - Kelloggsville Park		
		Kelloggsville Park Capital Projects	33,800.00	
		PO #2022-503 Resurfacing	<u>3,274.00</u>	37,074.00
208-752-75600-975.141		Capital Outlay - Ideal Improvements		
		PO #2022-559 - Ideal park camera - supply chain delays		31,914.00
208-752-75800-956.200	Parks & Rec Senior Center	Other Services - Go Bus Tickets	5,738.00	
208-522.000		AAA Transportation Grant Revenue	4,163.00	
208-636.000		AAAWM Go-Bus Program Income	1,575.00	
208-752-75800-967.000		Project Costs		
		PO #2022-207 WiFi expansion - supply chain delays	599.00	
		PO #2022-574 Infrastructure upgrades - supply chain delays	\$ 324.00	
		PO #2022-574 Cisco switches - supply chain delays	\$ 5,618.00	6,541.00
				<u>204,973.00</u>

City of Wyoming
Schedule of Reappropriations
Fiscal Year 2022 - 2023
For The Yard Waste Disposal Fund
Budget Amendment Number 016

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Total</u>
230-441-44300-740.000	Yard Waste Disposal	Operating Supplies		
		PO#2022-207 WiFi expansion	86.00	
		PO#2022-574 Cisco switches, Vertiv. UPS, transceivers	627.00	
				713.00
				<u>713.00</u>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 15, 2022

Budget Amendment Number 017

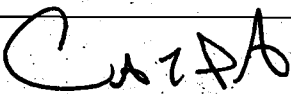
To the Wyoming City Council:

A budget increase of \$ 1,682.00 for the Building Inspection Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2021-2022 fiscal year to the 2022-2023 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital (Fund 249)		<u> </u>	<u> </u>	<u>1,682.00</u>

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

City of Wyoming
Schedule of Reappropriations
Fiscal Year 2022 - 2023
For The Building Inspection Fund
Budget Amendment Number 017

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
249-371-37100-947.100	Permits	Motor Pool Rental - Equipment Rental PO# 2022-518 Vehicle for new.inspector		1,682.00
				<u>1,682.00</u>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 15, 2022

Budget Amendment Number 018

To the Wyoming City Council:

A budget increase of \$ 22,578.00 for the Community Development Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2021-2022 fiscal year to the 2022-2023 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital (Fund 256)		=====	=====	22,578.00

Recommended:

Dynda Hubaw
Senior Accountant

C. J. ...
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

August 15, 2022

City of Wyoming
Schedule of Reappropriations
Fiscal Year 2022 - 2023
For The Community Development Fund
Budget Amendment Number 018

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
256-400-69220-956.000	CDBG Activities 2020	Other Services PO# 2022-532 Food Pantry Support	22,578.00	22,578.00
				<u>22,578.00</u>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 15, 2022

Budget Amendment Number 019

To the Wyoming City Council:

A budget increase of \$ 96,368.00 for the Indigent Defense Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2021-2022 fiscal year to the 2022-2023 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
See Attached Sheet				
Fund Balance/Working Capital (Fund 260)		_____	_____	96,368.00

Recommended: *Stephanie Schubert*
Senior Accountant

C. J. Ab
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

City of Wyoming
Schedule of Reappropriations
 Fiscal Year 2022 - 2023
For The Indigent Defense Fund
 Budget Amendment Number 019

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
260-571.000	General Government	State Grants Indigent Defense Revenue	296,971.00	
260-000-13600-706.000		District Court	Salaries - Salaries	24,274.00
260-000-13600-707.000	Salaries - Temporary Salaries		1,232.00	
260-000-13600-715.000	F.I.C.A.		1,951.00	
260-000-13600-716.000	Hospitalization Insurance		19,216.00	
260-000-13600-717.000	Life Insurance		31.00	
260-000-13600-718.100	Pension DC Plan		2,137.00	
260-000-13600-718.200	Pension Retiree Health - DC Plan		775.00	
260-000-13600-719.000	Workers Comp Insurance		33.00	
260-000-13600-740.000	Operating Supplies		8,917.00	
260-000-13600-740.300	Operating Supplies Equipment		10,082.00	
260-000-13600-801.000	Professional Services		30,000.00	
260-000-13600-801.021	Professional Services-Legal Special Counsel		251,478.00	
260-000-13600-860.000	Travel and Training		6,825.00	
260-000-13600-910.000	Insurance Liability		507.00	
260-000-13600-911.000	Administration Expense	947.00		
260-000-13600-956.000	Other Services	26,934.00		
260-000-13600-973.153	Capital Outlay	8,000.00		
				96,368.00

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 15, 2022

Budget Amendment Number 020

To the Wyoming City Council:

A budget increase of \$ - for the Federal Grants Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2021-2022 fiscal year to the 2022-2023 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
Federal Grants Fund				
General Government - Administration - Other Services				
285-872-17500-956.000				
City Hall Security Upgrades	-	\$ 29,339.00		\$ 29,339.00
Treasurer Drive Thru	-	\$ 1,475.00		\$ 1,475.00
Court Building Upgrades	-	\$ 16,440.00		\$ 16,440.00
City Hall Kiosk	-	\$ 2,174.00		\$ 2,174.00
Police Desk Officer Reporting System	-	\$ 34,560.00		\$ 34,560.00
Remaining ARPA Budget	-	\$ 2,967,416.00		\$ 2,967,416.00
Federal Grant - Other				
285-528.002				
		\$ 3,051,404.00		\$ 3,051,404.00
Fund Balance/Working Capital (Fund 285)				
		-----	-----	
		-----	-----	

Recommended: *Andrew Gubewy*
Senior Accountant

CTAD
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ years, _____ days

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

City Clerk

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 15, 2022

Budget Amendment Number 021

To the Wyoming City Council:

A budget increase of \$ 1,778,492.00 for the Capital Improvement Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2021-2022 fiscal year to the 2022-2023 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital (Fund 400)		<u> </u>	<u>1,778,492.00</u>	

Recommended:

Andree Hubaw
Senior Accountant

C. A. 176
City Manager

Motion by Councilmember _____ seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

City of Wyoming
Schedule of Reappropriations
 Fiscal Year 2022 - 2023
For The Capital Improvement Fund
 Budget Amendment Number 021

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
400-441-45200-972.452	Storm Sewer Construction	Capital Outlay Storm Sewer		176,528.00
400-441-17500-740.000	Administration	Operating Supplies		
		PO# 2022-207 WiFi expansion - supply chain delays	171.00	
		PO# 2022-574 Cisco switches - supply chain delays	<u>1,253.00</u>	1,424.00
400-441-17500-806.000		Software Services		
		PO# 2022-560 AutoCad LT/Arch Eng/Construction		1,315.00
400-441-57300-972.573	Watermains Construction	Capital Outlay Watermains		
		PO #2022-489 Project: 2020 CP 41st St WM	865,739.00	
		PO #2022-551 Project: 2022 CP Division WM	1,769.00	
		Council approved projects not at PO status	731,717.00	
				1,599,225.00
				<u><u>1,778,492.00</u></u>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 15, 2022

Budget Amendment Number 022

To the Wyoming City Council:

A budget increase of \$ 1,338,110.00 for the Library Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2021-2022 fiscal year to the 2022-2023 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital (Fund 401)			1,338,110.00	

Recommended:

Stephane Lubaw
Senior Accountant

C. J. ...
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

City of Wyoming
Schedule of Reappropriations
 Fiscal Year 2022 - 2023
For the Library Maintenance and Capital Fund
 Budget Amendment Number 022

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
401-267-75600-975.000	Facilities	Capital Outlay		
	Parks and Rec	PO# 2022-247 Johnson Hill	41,507.00	
		PO# 2022-248 Katerberg Verhage	926,222.00	
		Kellogsville Park Playground Replacement	45,000.00	
		Lemery Park Restroom Remodel	20,000.00	
		Marquette Construction Plan Development	65,000.00	
		Gezon Park development project	240,381.00	
			240,381.00	
				1,338,110.00

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 15, 2022

Budget Amendment Number 023

To the Wyoming City Council:

A budget increase of \$ 1,723,376.00 for the Sewer Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2021-2022 fiscal year to the 2022-2023 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital (Fund 590)			<u>1,723,376.00</u>	

Recommended: *Stephan Hubert*
Senior Accountant

C. J. H.
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

City of Wyoming
Schedule of Reappropriations
 Fiscal Year 2022 - 2023
For The Sewer Fund
 Budget Amendment Number 023

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
590-441-54200-740.000	Public Works - Transmission	Operating Supplies		
		PO# 2022-207 WiFi expansion - supply chain delays	257.00	
		PO# 2022-574 Cisco switches - supply chain delays	<u>1,880.00</u>	2,137.00
590-441-54200-806.000		Software Services		
		PO# 2022-560 AutoCad.LT/Arch.Eng/Construction		82.00
590-590-54300-801.000	Treatment	Operating Supplies		
		PO #2021-542 PFOS/PFOA Study	<u>3,754.00</u>	3,754.00
590-590-54300-930.000		Repairs and Maintenance		
		PO #2020-203 Preventative Maintenance Agreement - 3 yr	324.00	
		PO #2020-337 Preventative Maintenance Agreement -5 yr	29,100.00	
		PO #2021-554 SPX Flow Mixer Repair	<u>12,760.00</u>	42,184.00
590-590-54400-986.444	Capital Outlay	Capital Outlay		
		PO.#2020-280 UV Engineering	72,803.00	
		PO #2021-340 UV Construction	1,348,631.00	
		PO #2022-051 Main Roof Replacement	26,988.00	
		PO #2022-504 Biosolids Study	110,729.00	
		Mallards Cove Sanitary Sewer Rehab	75,000.00	
		Council approved projects not at PO status	<u>41,068.00</u>	1,675,219.00
				<u>1,723,376.00</u>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 15, 2022

Budget Amendment Number 024

To the Wyoming City Council:

A budget increase of \$ 5,638,716.00 for the Water Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2021-2022 fiscal year to the 2022-2023 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital (Fund 591)		<u> </u>	<u> </u>	<u>5,638,716.00</u>

Recommended:

Shirley Zubary
Senior Accountant

CAHA
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

City of Wyoming
Schedule of Reappropriations
 Fiscal Year 2022 - 2023
For The Water Fund
 Budget Amendment Number 024

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
591-441-56200-740.000	Public Works T and D Mains	Operating Supplies PO# 2022-207 WiFi expansion - supply chain delays PO# 2022-574 Cisco switches - supply chain delays	513.00 3,759.00	4,272.00
591-441-56200-806.000		Software Services PO# 2022-560 AutoCad LT/Arch Eng/Construction		82.00
591-441-57300-972.573	Capital Outlay	Capital Outlay Watermains PO# 2022-505 2019 CP AldonStWMM Council approved projects not at PO status	599,545.00 65,345.00	664,890.00
591-591-55300-740.000	Pumping and Treatment	Operating Supplies PO #2022-203 WiFi expansion - supply chain delays PO #2022-250 Switch purchase - supply chain delays	6,750.00 2,678.00	9,428.00
591-591-55300-801.000		Professional Services PO #2022-302 WTP Water System Energy Study		78,084.00
591-591-55300-930.000		Repairs and Maintenance PO #2022-338 Generator Service & Repair PO #2022-548 Miscellaneous	4,512.00 8,495.00	13,007.00
591-591-55900-930.000	T and D - Gezon Station	Repairs and Maintenance PO #2022-486 Gezon Pumping Station Interior Camera		2,989.00
591-591-57300-986.444	Capital Outlay	Capital Outlay PO #2017-608 Engineering Services-2nd Intake PO #2019-347 Design Eng. Services-3rd Transmission PO #2021-073 SCADA System Upgrades PO #2021-074 Construction Oversight Services PO #2021-216 Dehumidification Project PO #2021-259 Burlingame Pump Station Replacement PO #2021-290 Yard Discharge Piping Revision PO #2021-328 West Storage Tank Rehab PO #2021-552 Yard Discharge Piping Improvements PO #2022-053 Dehumidification Project PO #2022-154 Acquisition of Property Rights PO #2022-256 Gezon Storage Tank Rehab PO #2022-394 John Deere Gator PO #2022-457 Butterfly Valve PO #2022-495 Gezon Storage Tank Rehab Plant Expansion Ph2 - Prein & Newhof ground piping	304,190.00 816,002.00 191,931.00 11,318.00 273.00 150,025.00 4,094.00 2,000.00 1,924,015.00 278,332.00 183,561.00 23,200.00 14,470.00 36,999.00 190,899.00 734,655.00	4,865,964.00
				<u>5,638,716.00</u>

City of Wyoming
Schedule of Reappropriations
 Fiscal Year 2022 - 2023
For The Motor Pool Fund
 Budget Amendment Number 025

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
661-441-58200-740.000	Equipment Operations	Operating Supplies		
		PO# 2022-207 WiFi expansion - supply chain delays	171.00	
		PO# 2022-574 Cisco switches - supply chain delays	1,253.00	1,424.00
				<u>1,424.00</u>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 15, 2022

Budget Amendment Number 026

To the Wyoming City Council:

A Budget increase of \$ 1,444,857.00 for the Motor Pool - Depreciation Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2021-2022 fiscal year to the 2022-2023 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital (Fund 662)			<u>1,444,857.00</u>	

Recommended: *[Signature]*
Senior Accountant

[Signature]
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

City of Wyoming
Schedule of Reappropriations
 Fiscal Year 2022 - 2023
For The Motor Pool - Depreciation Reserve Fund
 Budget Amendment Number.026

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
662-441-58500-985.000	Capital Outlay	Capital Outlay		
	Public Works	PO #2021-485.QRVs and setup costs for Fire Dept	671,244.00	
		PO #2022-071 Prisoner Transport Van	39,116.00	
		PO #2022-076 Salt Truck Chassis	179,415.00	
		PO #2022-077 Salt Truck Outfitting	349,698.00	
		PO #2022-078 Traffic Bucket Truck Outfitting	100,021.00	
		PO #2022-080 Malibus for Police Dept	53,832.00	
		PO #2022-274 Traffic Bucket Truck Cab Outfitting	51,531.00	
				\$ 1,444,857.00

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: **August 15, 2022**

Budget Amendment Number 027

To the Wyoming City Council:

A budget increase of \$ **45,968.00** For the Capital Projects Revolving Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2021-2022 fiscal year to the 2022-2023 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital (Fund 800)		<u> </u>	<u> </u>	<u>45,968.00</u>

Recommended: *Diprosal Gumbary*
Senior Accountant

C. J. [Signature]
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

City of Wyoming
Schedule of Reappropriations
 Fiscal Year 2022 - 2023
For the Capital Projects Revolving Fund
 Budget Amendment Number 027

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
800-000-57300-975.000	Capital Outlay	Capital Outlay		
		PO# 2020-485 Fishbeck - Gezon Park	5,486.00	
		PO #2020-486 Johnson Hill - Gezon Park	7,482.00	
		Gezon Park Construction Services	33,000.00	45,968.00
				45,968.00

CITY OF WYOMING BUDGET AMENDMENT

Date: August 15, 2022

Budget Amendment No. 028

To the Wyoming City Council:

A budget amendment is requested to transfer \$103,451 from the General Fund Capital Outlay re-appropriations to the new Capital Projects Revolving Fund.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
District Court - Building - Capital Outlay				
101-136-13610-975.000	\$ 120,951.00		\$103,451.00	\$ 17,500.00
Transfers Out - Transfers - Transfers to Capital Projects Revolving Fund				
101-999-99900-999.800	\$ -	\$ 103,451.00		\$ 103,451.00
<hr/>				
Fund Balance/Working Capital (Fund 101)	\$ -	\$ -	\$ -	
<u>Capital Projects Revolving Fund</u>				
Transfer from General Fund				
800-699.101	\$ -	\$ 103,451.00		\$ 103,451.00
General Government - Capital Outlay - Capital Outlay				
800-000-57300-975.000	\$ 355,468.00	\$ 103,451.00		\$ 458,919.00
<hr/>				
Fund Balance/Working Capital (Fund 800)	\$ -	\$ -	\$ -	

Recommended: *Stephanie Gubauer*
Senior Accountant

C. J. PA
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: August 15, 2022

Budget Amendment No. 029

To the Wyoming City Council:

A budget amendment is requested to transfer \$10,000 from the General Fund Planning re-appropriations to the new City Center Fund.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Planning - Planning - Professional Services				
101-401-40000-801.000	\$ 21,500.00		\$10,000.00	\$ 11,500.00
Transfers Out - Transfers - Transfers City Center Project Fund				
101-000-99900-999.496	\$ 10,000,000.00	\$ 10,000.00		\$ 10,010,000.00
Fund Balance/Working Capital (Fund 101)		\$ -	\$ -	
<u>City Center Project Fund</u>				
Transfer from General Fund				
496-699.101	\$ 10,000,000.00	\$ 10,000.00		\$ 10,010,000.00
Fixed Assets - Planning Phase I - Capital Outlay-Infrastructure				
496-901-90111-974.000	\$ 180,800.00	\$ 10,000.00		\$ 190,800.00
Fund Balance/Working Capital (Fund 496)		\$ -	\$ -	

Recommended: *Dynabae Gustaw*
Senior Accountant

C. J. P.
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: August 15, 2022

Budget Amendment No. 031

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$5,617 of budgetary authority to provide the necessary funds for new voter ID cards.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
City Clerk - City Clerk Election - Office Supplies 101-215-19100-727.000	\$ 27,100.00	\$ 5,617.00		\$ 32,717.00
Fund Balance/Working Capital (Fund 101)			\$ 5,617.00	

Recommended: *Dynolise Shubauer*
Senior Accountant

C. J. [Signature]
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 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 CONFIRM SPECIAL ASSESSMENT ROLL #22-813

WHEREAS:

1. At its meeting of August 1, 2022, the city council adopted a resolution determining to proceed with the construction and installation of shared-use path, curbs, gutters, driveway approaches, and street improvements within the Plaster Creek Boulevard right-of-way from Buchanan Avenue to Division Avenue South (the "Project"), determining to specially assess a portion of the Project costs to property within Special Assessment District #22-813 comprised of the parcels listed in Exhibit A, determining to allow payment of those special assessments in 15 installments of principal plus interest at the rate of 4.65% per annum, and directing the city manager to provide for the preparation and filing of a proposed special assessment roll.
2. The city manager, in collaboration with other city staff including the city assessor caused to be prepared and filed with the city clerk proposed Special Assessment Roll #22-813.
3. At its meeting of August 15, 2022, the city council held a public hearing on proposed Special Assessment Roll #22-813, notice of which was provided to owners or other persons interested in the property in proposed Special Assessment District #22-813 by publication and mailing and in a form and substance as provided by state law and city ordinance.
4. The city council considered all objections and other comments made orally or in writing before the public hearing was closed.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Special Assessment Roll #22-813 is confirmed.
2. Any special assessment on Special Assessment Roll #22-813 may be paid in full not later than September 30, 2022, without interest.
3. Any special assessment on Special Assessment Roll #22-813 not paid in full by that date may be paid in 15 equal annual installments of principal plus interest accrued on the unpaid balance at the rate of 4.65% per annum beginning on that date.
4. The first installment be billed on October 1, 2022, and payable on October 31, 2022, and subsequent installments shall be billed on October 1 and payable on October 31 of each subsequent year.
5. The city clerk is directed to mail a notice in the form attached as Exhibit B to the owner or other person in interest in each parcel of property in Special Assessment District #22-813, according to the most recent property tax records.
6. All resolutions and parts of resolutions, insofar as they conflict with the provisions of 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 for the City of Wyoming, Michigan at a regular meeting held on August 15, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

EXHIBIT A
SPECIAL ASSESSMENT DISTRICT #22-813

Address	2450 BUCHANAN AVE
Parcel Number	41-17-12-426-017
Address	111 PLASTER CREEK BLVD
Parcel #	41-17-12-430-022
Address	101 PLASTER CREEK BLVD
Parcel Number	41-17-12-430-012
Address	81 PLASTER CREEK BLVD
Parcel Number	41-17-12-430-013
Address	71 PLASTER CREEK BLVD
Parcel Number	41-17-12-430-014
Address	61 PLASTER CREEK BLVD
Parcel Number	41-17-12-430-024
Address	2461 S DIVISION AVE
Parcel Number	41-17-12-431-021

EXHIBIT B
FORM OF NOTICE



NOTICE OF SPECIAL ASSESSMENT

On August 15, 2022, the Wyoming City Council confirmed Special Assessment Roll #22-813. Your property at _____, Wyoming, Michigan was specially assessed in the amount of \$_____ (the "Special Assessment").

The Special Assessment may be paid in full without interest on or before September 30, 2022.

The Special Assessment may also be paid in 15 equal annual installments of principal plus accrued interest. Interest on the unpaid balance of the Special Assessment will be at the rate of 4.65% per annum beginning on October 1, 2022. Installments will be billed on October 1 of each year beginning October 1, 2022, and will be payable on October 31 of each year.

The unpaid balance of the Special Assessment plus any accrued interest may be paid in full at any time without penalty.

If you or your agent appeared in person or in writing and protested the Special Assessment at a public hearing on Special Assessment Roll #22-813, you have a right to appeal the Special Assessment to the Michigan Tax Tribunal. Any appeal must be filed within 30 days after confirmation of the special assessment roll.

Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

Date: August 9, 2022
Subject: Plaster Creek Boulevard Special Assessment – SA Resolution #4 – Confirming Special Assessment Roll
From: Jeff Oonk, Senior Civil Engineer
Meeting Date: August 15, 2022

RECOMMENDATION:

It is recommended that the City Council adopt Special Assessment Resolution #4 Confirming Special Assessment Roll #22-813.

COMMUNITY, SAFETY, STEWARDSHIP:

Reliable infrastructure is critical providing safe travel within the city as well as for safe water supply and safe disposal of stormwater and sanitary sewage. It is appropriate to apportion the costs between owners of property specially benefitting from such improvements and the public at large.

DISCUSSION:

Proposed improvements within and along Plaster Creek Boulevard between Buchanan Avenue, SW and Division Avenue South includes construction of a new street with concrete curb and gutter, new drive approaches, and new shared-use path along the south side of Plaster Creek Boulevard.

As previously explained, pursuant to a long-standing City Council policy and incorporated formula, \$103,115.43 of the total project cost of \$1,363,483.10 would be specially assessed against 7 parcels specially benefitting from these improvements. It is proposed that the special assessments be paid in 15 installments within interest at 4.65% per annum.

BUDGET IMPACT:

Project is financed with Federal Transportation Alternative funds (Shared-use path only) and local funds out of the Major Street Fund 202-441-46300-972.502.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH THE CITY OF GRAND RAPIDS
FOR THE RECONSTRUCTION OF PLASTER CREEK BOULEVARD
AND THE CONSTRUCTION OF A NON-MOTORIZED TRAIL FROM BUCHANAN
AVENUE TO THE KROC CENTER EAST OF DIVISION AVENUE

WHEREAS:

1. The City of Wyoming, in cooperation with the Michigan Department of Transportation (MDOT), proposes to reconstruct Plaster Creek Boulevard and construct a non-motorized trail from Buchanan Avenue to the Kroc Center east of Division Avenue.
2. The portion of the project east of Division Avenue will extend the non-motorized trail to connect to the KROC Center in the City of Grand Rapids.
3. The City of Wyoming has prepared the attached City-City Cost Sharing Agreement outlining the rights and obligations for the parties for the associated project.
4. The anticipated cost for Grand Rapids' share, based upon the bid prices, is approximately \$335,300, which will be invoiced to Grand Rapids at the completion of the project.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute the attached City-City Cost Share Agreement with the City of Grand Rapids for the reconstruction of Plaster Creek Boulevard and construction of a non-motorized trail from Buchanan Avenue to the Kroc Center, east of Division in the City of Grand Rapids.
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 August 15, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

City-City Cost Share Agreement

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: August 15, 2022

Budget Amendment No. 030

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$169,000 of budgetary authority to provide the necessary funds for the MDOT cost sharing agreement for Plaster Creek and to recognize the associated reimbursement from the City of Grand Rapids.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Major Streets Fund</u>				
Reimbursements				
202-676.000	\$ 10,000.00	\$ 335,000.00		\$ 345,000.00
Public Works - Capital Outlay - Major Street Construction				
202-441-46300-972.502	\$ 2,382,861.00	\$ 169,000.00		\$ 2,551,861.00
Fund Balance/Working Capital (Fund 202)		\$ 166,000.00	\$ -	

Recommended: *Andrew Schubauer*
Senior Accountant

Chris Hill
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: July 28, 2022

Subject: Plaster Creek Boulevard Reconstruction – City/City Cost Share Agreement

From: Russ Henckel, Assistant Director of Public Works - Engineering

Date of Meeting: August 15, 2022

RECOMMENDATION:

It is recommended City Council authorize the Mayor and Clerk to execute a City-City Cost Share Agreement with the City of Grand Rapids outlining the rights and obligations of each party for the reconstruction of Plaster Creek Boulevard and construction of a non-motorized trail from Buchanan Avenue to the Kroc Center east of Division Avenue. The City of Grand Rapids' estimated share of the project is \$335,300 including engineering and testing.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming continually maintains streets and pedestrian facilities to promote safe and efficient travel by all modes of transportation for the residents of Wyoming. Wyoming was fortunate to receive funding from MDOT for the construction of the new non-motorized path, extending the Plaster Creek Trail from Division Avenue to Buchanan Avenue in Wyoming. The project also includes reconstructing Plaster Creek Boulevard and providing full improvements in the area. The project will provide a scenic mode of travel for non-motorized users and add to the economic strength of our community.

DISCUSSION:

Attached is a City–City Cost Sharing Agreement between the City of Wyoming and the City of Grand Rapids outlining the rights and obligations associated with the reconstruction of Plaster Creek Boulevard and the construction of a new non-motorized path from Buchanan Avenue to the Kroc Center in Grand Rapids. The agreement is based upon anticipated construction costs from the engineer's estimate and participating amounts of the project. Grand Rapids' estimated share of the \$1,697,900 dollar project is \$335,300. Wyoming will invoice Grand Rapids upon completion of construction for their share of the project cost.

BUDGET IMPACT:

Funds can be financed out of the Major Streets Fund Account No. 202-441-46300-972.502, but a budget amendment is necessary.

CITY OF WYOMING – CITY OF GRAND RAPIDS
COST-SHARING AGREEMENT

Plaster Creek Boulevard from Buchanan Avenue to Division Avenue

THIS COST-SHARING AGREEMENT is made _____, 2022 between the City of Wyoming, a Michigan Municipal Corporation, 1155 28th Street, S.W., Wyoming, Michigan 49509, hereinafter referred to as "Wyoming", and the City of Grand Rapids, a Michigan Municipal Corporation, 300 Monroe Avenue, N.W., Grand Rapids, Michigan 49503, hereinafter referred to as "Grand Rapids".

WITNESSETH

WHEREAS, Wyoming and Grand Rapids are desirous of reconstructing Plaster Creek Boulevard from Buchanan Avenue to Division Avenue and constructing a new non-motorized trail from Buchanan Avenue to the Kroc Center in Grand Rapids, hereinafter referred to as the "Project", and

WHEREAS, the Project will be financed in part by state and federal funds and Wyoming will be designated as the requesting party pursuant to agreements between Wyoming and the Michigan Department of Transportation (MDOT) in connection with the Project, and

WHEREAS, Wyoming and Grand Rapids hereto desire to participate in the local share of costs for grant eligible and ineligible items of work for the Project in accordance with the aforesaid MDOT agreement, and in the manner set forth below.

NOW, THEREFORE, in consideration of the respective covenants contained herein and the aforesaid MDOT agreement, the parties agree as follows:

1. Wyoming and Grand Rapids have separately contracted with Prein and Newhof to

provide design engineering services for the Project

2. Wyoming and Grand Rapids have separately contracted with Prein and Newhof to perform said construction engineering services and inspection services for the entire Project.

Additionally, Prein and Newhof will perform construction administration and staking.

3. The estimated local share cost for the Project is \$1,697,900, including construction cost, design engineering costs, construction engineering and inspection costs, and all other costs associated with the Project. These costs will be shared between Wyoming and Grand Rapids in accordance with Exhibit A.

4. Wyoming, on behalf of Wyoming and Grand Rapids, has secured the necessary grading easements in connection with the project.

5. Wyoming will invoice Grand Rapids for their share of the Project costs upon receipt of invoices and supporting calculations for the same. Grand Rapids agrees to promptly pay its share of the Project costs within thirty (30) days of receipt of invoices from Wyoming.

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

WITNESSED

City of Wyoming
A Michigan Municipal Corporation

By. _____
Jack A. Poll, Mayor

Attest. _____
Kelli A. VandenBerg, City Clerk

WITNESSED

City of Grand Rapids
A Michigan Municipal Corporation

By. _____
Rosalynn Bliss, Mayor

Attest. _____
Joel H. Hondorp, City Clerk

EXHIBIT A

	Estimated Total COST	Estimated Federal Share (81.85% Max Participating)	Estimated Wyoming Share (79.85%)	Estimated Grand Rapids Share (20.15%)
Total Construction	\$1,363,483.10	\$385,000.00	\$1,088,768.43	\$274,714.67
Construction (Participating)	\$598,962.64	\$385,000.00	\$213,962.64	\$0.00
Construction (Non- Participating)	\$764,520.46	\$0.00	\$489,805.79	\$274,714.67
Engineering, Survey, Design, Soil Borings, Testing (9%) **	\$85,000.00	\$0.00	\$68,500.00	\$16,500.00
Construction Administration and Inspection (4%) **	\$112,900.00	\$0.00	\$94,100.00	\$18,800.00
Contingencies (10%)	\$136,516.90	\$0.00	\$111,231.57	\$25,285.33
Grading Easements and ROW	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL Project	\$1,697,900.00	\$385,000.00	\$977,600.00	\$335,300.00

The costs shown are estimates only. Actual share of cost for each category will be prorated based on percent of total shown and in accordance with this Agreement.

** Wyoming and Grand Rapids contracted directly with Prein and Newhof for design services and Construction Administration. These fees are not associated with this agreement.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF
TRANSPORTATION FOR THE CONSTRUCTION OF STREET IMPROVEMENTS
ASSOCIATED WITH THE 54TH STREET MEIJER ACCESS DRIVE

WHEREAS:

1. The City of Wyoming, in cooperation with the Michigan Department of Transportation (MDOT), proposes to construct street improvements at the 54th Street and US-131 interchange and 54th Street and Clyde Park Avenue in Wyoming.
2. Proposed improvements include the construction of a new Meijer access drive, extension of a left-turn lane on westbound 54th Street, addition of a southbound off-ramp lane and traffic signal modifications along 54th Street.
3. The Michigan Department of Transportation has submitted the attached City-State Agreement outlining the rights and obligations for each party.
4. The anticipated cost for Wyoming's share, based upon the engineer's estimate, is approximately \$271,925, which can be financed out of the Major Streets Fund Account No. 202-441-46300-972.502.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute the attached Agreement with MDOT for the construction of street improvements associated with the 54th Street Meijer access drive.

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 August 15, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: August 3, 2022

Subject: 54th Street Meijer Access – City/State Agreement

From: Russ Henckel, Assistant Director of Public Works - Engineering

Date of Meeting: August 15, 2022

RECOMMENDATION:

It is recommended City Council authorize the Mayor and Clerk to execute a City-State Agreement with the Michigan Department of Transportation (MDOT) outlining the rights and obligations of each party for the reconfiguration of 54th Street for a new Meijer access drive and left-turn storage between Clyde Park Avenue and US-131 in Wyoming. The City of Wyoming's estimated share of the project is \$271,925 plus engineering and testing.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming continually maintains streets to promote safe and efficient vehicular travel for the residents of Wyoming. Wyoming was fortunate to receive funding from MDOT for the reconstruction of 54th Street to provide a safer and more efficient traffic configuration between Clyde Park Avenue and US-131. The project includes, additional left-turn storage, 54th Street off-ramp improvements, and a more efficient access to Meijer and the adjacent commercial businesses. The project will allow motorists to travel through the area with less traffic congestion and provide safer routes to businesses.

DISCUSSION:

Attached is a City-State Agreement between the City of Wyoming and the Michigan Department of Transportation outlining the rights and obligations associated with the reconstruction of 54th Street between Clyde Park Avenue and US-131. The improvements include a new access drive into Meijer opposite the 54th Street southbound off-ramp, additional ramp storage lanes, and an extension of left-turn storage on 54th Street. The Agreement is based upon anticipated costs from the engineer's estimate and participating amounts of the project. Wyoming's share of the \$1,191,500 project is \$271,925 plus other engineering costs to administer the project.

BUDGET IMPACT:

Funds can be financed out of the Major Streets Fund Account No. 202-441-46300-972.502.

TED (C)
NON FED

CAB
Control Section EDC 41000
Job Number 130603CON
CFDA No. 20.205 (Highway Research
Planning & Construction)
Contract No. 22-5353

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF Wyoming, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Wyoming, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated July 19, 2022, attached hereto and made a part hereof:

Hot mix asphalt widening, paving, concrete pavement median, sidewalk, curb and gutter and curb ramps along 54th Street from Clyde Park Avenue to US-131, along southbound US-131 exit ramp from 54th Street to approximately 600 feet northerly, including subbase, aggregate base, driveway and parking lot, storm sewer, work, traffic signals, lighting, permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS", pursuant to PA 234 of the Public Acts of 1987, MCL 247.660; and

WHEREAS, it was determined that the PROJECT as described by this contract qualifies for funding pursuant to PA 231, Section 11(3)(c); Public Act of 1987 and categorized as:

C FUNDED PROJECT

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be done in accordance with PART II, Section II of this contract.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by State TED FUNDS. State TED FUNDS Category C shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$919,575, or (2) an amount such that 80 percent, the established participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The remaining balance of the PROJECT COST, after deduction of State TED FUNDS, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share, if any, of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less TED FUNDS earned as the PROJECT progresses. The initial effective billing rate for the state funding of the PROJECT is calculated by using the state funding for the PROJECT, at the time of the award of the construction contract, and dividing by the total costs of the PROJECT eligible for state funding and authorized at the time of the award of the construction contract.

The effective billing rate for the state funding of the PROJECT is determined by the current funding authorization for the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

Any items of PROJECT COST not reimbursed by TED FUNDS will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will not be required for this PROJECT.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, if applicable, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that, if applicable, remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for

the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the FHWA.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

In accordance with DEPARTMENT Contract 21-5226 and Permit P75027 issued to the REQUESTING PARTY by the DEPARTMENT, the facilities constructed as the PROJECT and

allowed on state trunkline right-of-way shall be placed and maintained in a manner which will not impair the state trunkline or interfere with the reasonable safe and free flow of traffic. Should the facilities constructed as the PROJECT interfere with future trunkline highway operations or safety, the REQUESTING PARTY agrees to the modification of said facilities as required by the DEPARTMENT. The REQUESTING PARTY shall be responsible for the performance of and the costs associated with any such changes.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

19. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the

DEPARTMENT, and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

20. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AGREEMENT FROM DONOHUE & ASSOCIATES, INC.
TO PROVIDE ENGINEERING SERVICES FOR THE DRAIN LINE REPLACEMENT PROJECT
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 an agreement from Donohue & Associates, Inc. for the preliminary engineering and design work for the drain line replacement project at the Wastewater Treatment Plant in the total estimated amount of \$55,700.00.
2. Funds for the project are budgeted in account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept an agreement from Donohue & Associates, Inc. to provide engineering services for the drain line replacement project in the total estimated amount of \$55,700.00.
2. The City Council does hereby authorize the Mayor and City Clerk 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 August 15, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Resolution No. _____

STAFF REPORT

Date: July 19, 2022

Subject: Preliminary Engineering for Drain Line Replacement Project

From: Jon Burke, Clean Water Plant Superintendent

Date of Meeting: August 15, 2022

RECOMMENDATION:

It is recommended that the City Council accept the proposal as provided by Donohue & Associates for the preliminary engineering and design work for the drain line replacement project in the amount of \$55,700.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's Clean Water Plant provides state of the art wastewater treatment services to all residents and customers of Wyoming in a cost efficient and socially equitable way. Compromised and degraded infrastructure has the potential to interrupt day-to-day operations of the plant and, therefore, it is prudent to plan for their resolution to avoid this.

DISCUSSION:

One of the sewer lateral lines draining the main building at the Clean Water Plant runs to a catchment in the north parking lot. This catchment also collects the floor drains in the biosolids hauling bay and the chemical building. The water, sludge, and other materials from these drains are collected in the catchment and then drain to the raw sewage wet well via a single line where it is lifted and progresses through the plant for complete treatment.

This catchment's single drain line regularly runs very slowly and sometimes fails to drain at all. We attempted to clear it using a jet cutter, which was not successful. The line was then televised and found to be partially collapsed. After consulting with trusted contractors in the last year, it was apparent that the only option for a permanent solution is to completely replace the line between the catchment and the raw sewage wet well.

However, this line is buried to a depth of over 20 feet, requiring a large excavation to complete the replacement, which is further complicated by other buried and above-ground appurtenances in the same area. As a result, it will be necessary to relocate an odor control line that is located within the construction area. There are also fifteen 50-year-old sludge valves in this same vicinity that are non-operative, so the excavation will also involve their replacement at the same time.

Because of the complicated nature of the excavation, the multiple lines, systems, and buildings affected, and the unknowns inherent to digging up very old, buried infrastructure, we asked Donohue & Associates for a proposal to address the preliminary engineering and design work for the project. Donohue is familiar with this part of the plant from previous work and offers the right mix of professional engineering disciplines to deliver the services we need. We anticipate that a subsequent project for final design will be completed as an amendment to this contract once the preliminary phase is complete.

BUDGET IMPACT:

This project was foreseen, and sufficient funding is included in the Clean Water Plant Capital Outlay account #590-590-54400-986.444.



ENGINEERING SERVICES AGREEMENT

**City of Wyoming
Clean Water Plant Drain Line Replacement and Associated Improvements –
Preliminary Engineering (Project)**

This Agreement is by and between:

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

and

Donohue & Associates, Inc. (Donohue)
3949 Sparks Drive SE, Suite 105
Grand Rapids, MI 49546

Who agree as follows:

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

APPROVED FOR OWNER

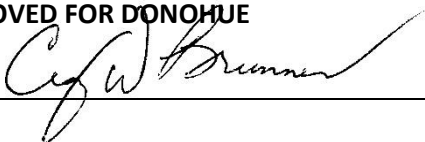
By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By:  _____

Printed Name: Craig W. Brunner

Title: President

Date: July 7, 2022

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

A critical 10 inch drain line southwest of the existing Sewage Pumping Station at the City of Wyoming's Clean Water Plant (CWP) is physically deteriorating. The Owner is concerned about the possibility that the line may soon become inoperable. This would cause considerable disruption to CWP operations.

The line is utilized for waste conveyance from a collection manhole connecting several buildings, including the lab, and a drain from the truck loading bay. It is important to note that this line conveys waste with lime and ferric residual, which may have an impact on piping materials chosen. Replacement of the line is complicated due to the pipe's depth and proximity to: buildings, above ground odor control piping, and to electrical transformers, as well as the potential for high ground water.

The objective of this project is to conceptually evaluate options and routes for replacement of the line, to determine conceptual level cost opinions of each option, to select one of the options, and to complete preliminary engineering of the new line. A subsequent project for final design of the new line will be completed as an amendment to this contract once the details of the design have been determined.

For clarity in identifying the scope and alternatives to be included, three exhibits are included at the end of this Agreement:

1. Exhibit A: Partial site plan identifying key structures, components, and areas on site.
2. Exhibit B: Existing and alternative drain line alignments.
3. Exhibit C: Phased plant paving plan.

The project scope includes investigations and preliminary engineering for the following:

1. Relocating the existing odor control duct line that is currently routed across the parking lot that is between the Main Building and the Raw Sewage Pump Station.
2. Replacement and possible relocation of the existing drain line.
3. Investigate sludge line tie in and valving options to enable pumping from the Sludge Holding Tanks to TWAS line.
4. Replacement or elimination of between 10 and 15 sludge valves located in three distinct areas: A) adjacent to the Sludge Holding Tanks in the parking lot between the Main Building and the Raw Sewage Pump Station B) adjacent to the Lime Storage tanks in the parking lot between the Main Building and the Raw Sewage Pump Station, and C) the parking lot west of the Main Building adjacent to the Chemical Building. The total number of valves will be dependent on outcome of Item 2 above.

5. Replacement or resurfacing of parts of the CWP main entrance driveway and the parking lot between the Main Building and the Raw Sewage Pump Station.

B. SCOPE OF SERVICES

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

- 1.1 Prepare a detailed list of information needed from the Owner. This list will include such things as construction drawings and other pertinent information to help the project team assess the existing piping layout, potential conflicting infrastructure, and subsurface conditions.
- 1.2 Review the existing drawings and piping configuration.
- 1.3 Contract with a local survey firm to undertake a topographic survey of the project area to determine elevations and locations of structures and site topography including any needed survey information for the repaving. Project fee includes an allowance of \$5,000 for this service.
- 1.4 Contract with a local geotechnical firm to perform a geotechnical investigation of the site and summarize in a geotechnical report providing subsurface conditions and recommendations for means of construction. Project fee includes an allowance of \$5,000 for this service.
- 1.5 Evaluate realignment options for the existing odor control duct line, currently routed across the parking lot between the Main Building and the Raw Sewage Pump Station. New route will utilize existing buildings for support. See Exhibit A for existing and proposed relocation route. Evaluation of the odor control duct and system are not included in the scope at this time.
- 1.6 Evaluate alternatives for the construction/replacement of the drain line. The options will consider the three alignments shown on Exhibit B. These are as follows: a) replacement of the existing line along its current route using pipe bursting b) options for construction of a new line using open cut versus trenchless construction techniques. To aid in the choice a conceptual opinion of probable construction cost (OPCC) will be developed for each alternative.
- 1.7 If needed for the option to be viable, develop bypass pumping calculations for temporary pumps to be installed during construction.
- 1.8 Evaluate alternatives for sludge line tie in and valving options to enable pumping from the Sludge Holding Tanks to TWAS line.
- 1.9 Investigate and make recommendations to replace or eliminate between 10 and 15 sludge valves located in three distinct areas (see Exhibit A for general locations): A) adjacent to the Sludge Holding Tanks in the parking lot between the Main Building and the Raw Sewage Pump Station B) adjacent to the Lime Storage tanks in the parking lot between the Main Building and the Raw Sewage Pump Station, and C) the parking lot west of the Main Building

adjacent to the Chemical Building. The total number of valves will be dependent on outcome of Item 1.5 above.

- 1.10 Investigate the existing pavement and make recommendations for replacement or resurfacing of the CWP main entrance driveway and the parking lot between the Main Building and the Raw Sewage Pump Station as shown as Phase I on Exhibit C. Overall details will be coordinated with Owner's staff to accommodate minor changes in pavement layout and alignments of the roadway.
- 1.11 Workshop #1 - Prepare for and coordinate a collaboration workshop with the Owner's staff. This workshop will review the alternative layouts developed and the means of construction. The workshop activities and results will be summarized in a Technical Memorandum (TM #1).
- 1.12 Based on feedback from Workshop #1, the details of the alternatives will be refined and the OPCC for each alternative will be updated.
- 1.13 Prepare a preliminary evaluation, TM #2, documenting the evaluation of alternatives and recommended improvements.
- 1.14 Workshop #2 – Prepare for and coordinate a review workshop with the Owner's staff. This workshop will be to review the preliminary evaluation, TM #2, recommendations, and obtain input from the Owner's staff.
- 1.15 Finalize preliminary evaluation, TM #2, and submit to the Owner.
- 1.16 Complete preliminary design of the selected alternative. This will include partial site plans showing layout of the new line, piping profiles and existing PDF drawings annotated to show selected routing and elevations, and an updated OPCC.
- 1.17 Prepare a scope of services and engineering fee for the final design of the drain line replacement project.

C. PROJECT TIMING

1. Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. The preliminary design documents will be submitted to Owner sixteen weeks from the authorization to commence.
2. Donohue's services under this Agreement will be considered complete when Donohue has delivered to the Owner the final preliminary design documents and other deliverables defined under Scope of Services.

**PART II
OWNER RESPONSIBILITIES**

- A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:
1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
 2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
 3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
 4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
 5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
 6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

**PART III
COMPENSATION, BILLING AND PAYMENT**

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be a lump sum of \$55,700.
- B. Donohue will bill Owner monthly, with net payment due in 30 days. The invoice will contain a calculation of the amount of lump sum due based on percentage of Project completed during the billing period.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

PART IV - STANDARD TERMS AND CONDITIONS CITY OF WYOMING, MICHIGAN

1. STANDARD OF CARE. Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. DELAYS. If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days' written notice to the other party. Owner shall pay Donohue for all Services based on Donohue's standard hourly rates and pay for expenses incurred in accordance with Donohue's standard practice for billing for expenses. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving 7 days' written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance under this Agreement if the defaulting party commences to cure such default within the 7-day notice period and completes such cure within a reasonable period of time.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Workers' Disability Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue will provide Owner with copies of certificates of insurance and policies of insurance upon request. For projects involving construction, Owner will contractually require contractor to obtain and maintain builder's risk and other insurance relating to the project as is customarily provided by contractors on similar projects which insurance shall name Owner and Donohue as insureds or additional insureds and certificate holders. Donohue's coverage provided in the first sentence of this paragraph shall be excess over the contractor's primary coverage.

12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the

indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. Upon payment to Donohue as provided by this Agreement, all documents and other deliverables, whether in paper or electronic form, prepared by Donohue in connection services provided pursuant to this Agreement shall be the property of Owner. Owner shall hold Donohue and Donohue's principals, directors, officers and employees harmless from, indemnify them for and defend them against any demands, claims, lawsuits, investigations, administrative proceedings, judgments, or awards arising from (i) any modification of those documents or deliverables by Owner or Owner's officers, employees or agents, without Donohue's prior written consent or (ii) any use of such documents and deliverables for any project other than the project that is the subject of this Agreement.

15. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

16. RECORDS RETENTION. Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. The statute of limitations applicable to any cause of action under this Agreement shall be the statute of limitations in effect in the state of Michigan for such cause of action without applying any conflict of laws provisions.

21. DISPUTE RESOLUTION. Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

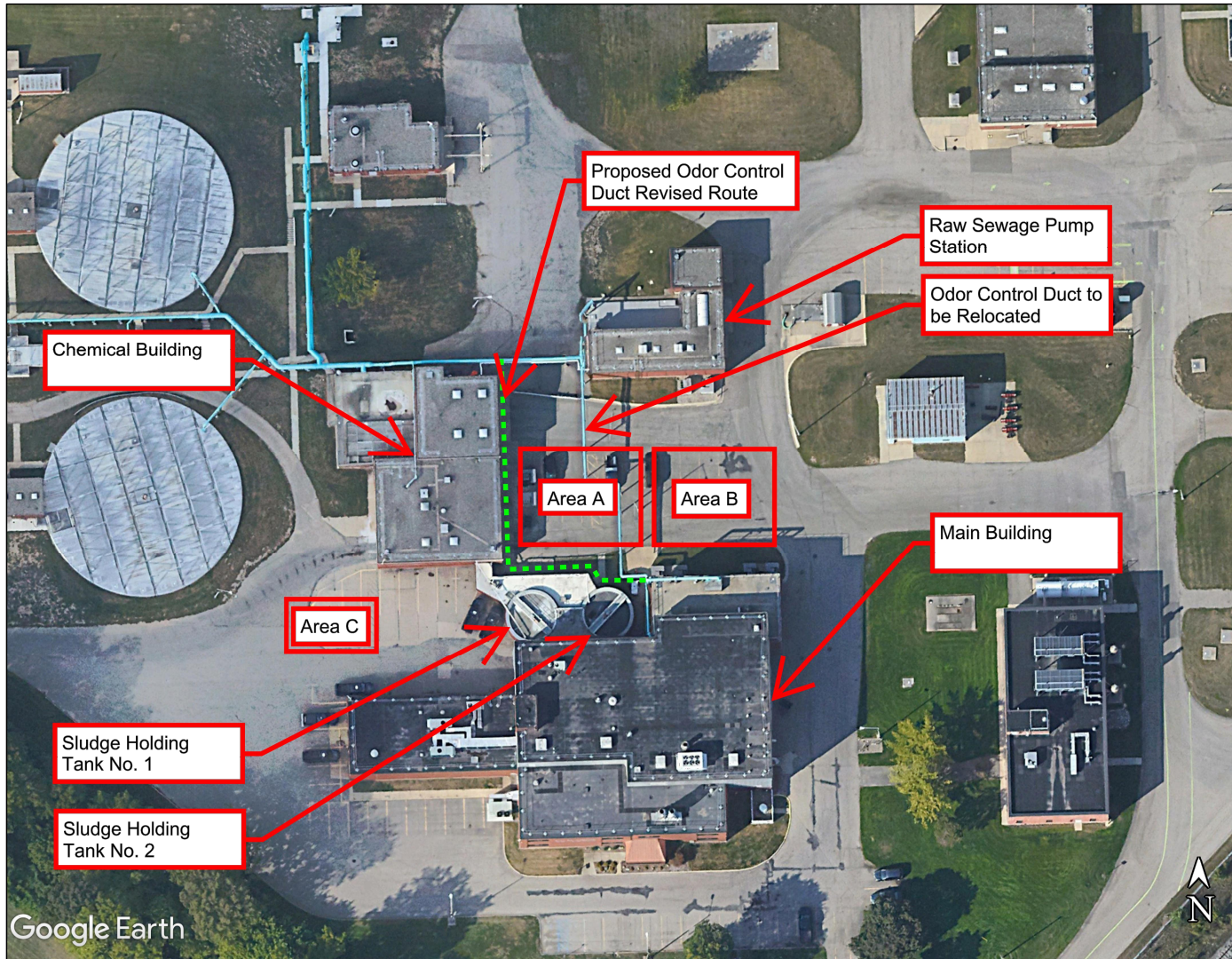
22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

26. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

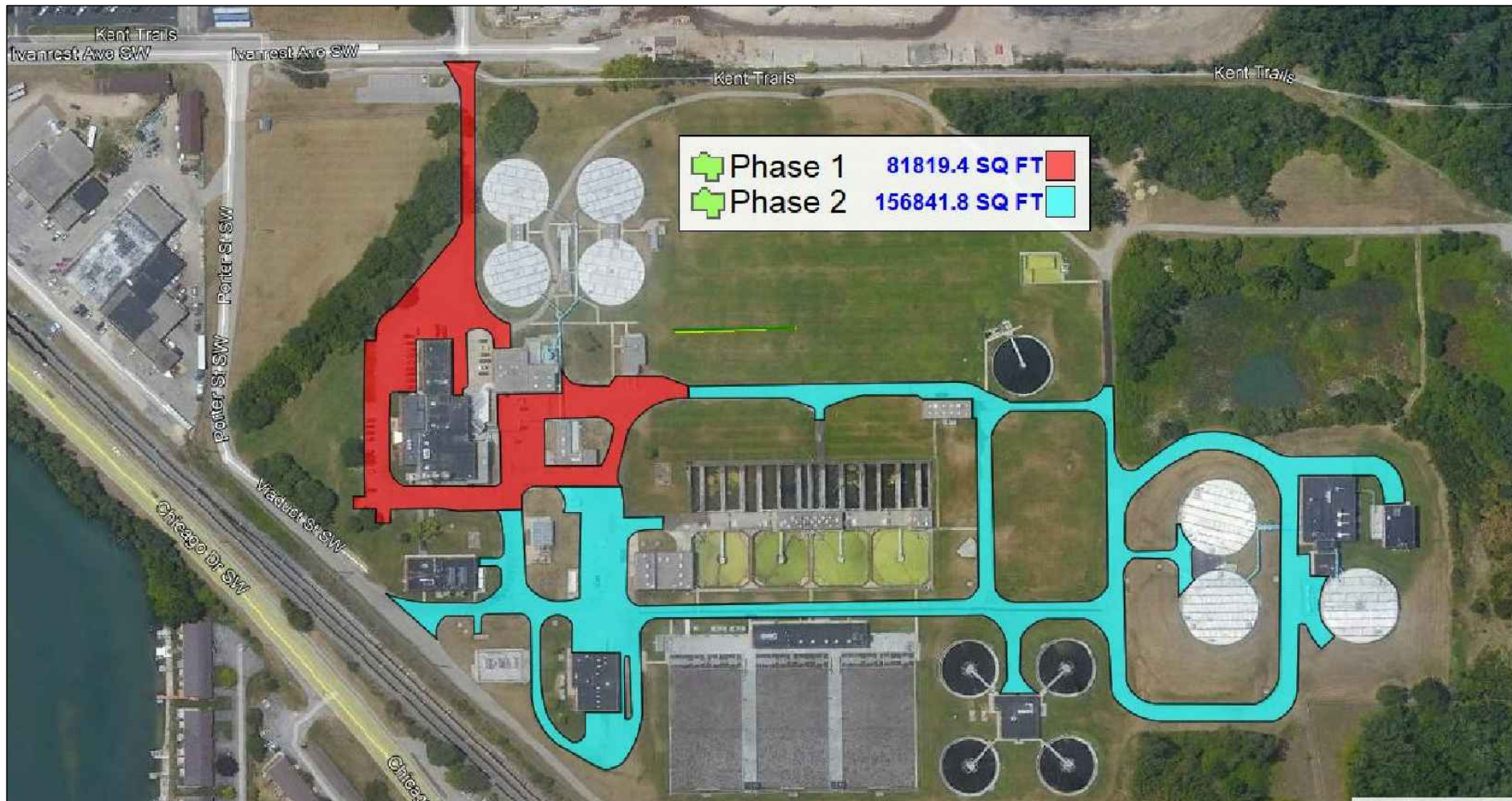


**PARTIAL SITE PLAN
WYOMING CWP**

NTS

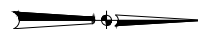


**EXHIBIT A
PARTIAL SITE PLAN**
CITY OF WYOMING - CLEAN WATER PLANT
CWP DRAIN LINE REPLACEMENT AND ASSOCIATED IMPROVEMENTS
PRELIMINARY ENGINEERING



**PHASED PAVING PLAN
WYOMING CWP**

NTS



JULY 2022

**EXHIBIT C
PHASE PLANT PAVING PLAN**
CITY OF WYOMING - CLEAN WATER PLANT
CWP DRAIN LINE REPLACEMENT AND ASSOCIATED IMPROVEMENTS
PRELIMINARY ENGINEERING

WYOMING, MI

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
ALLEN BRADLEY/ROCKWELL COMPONENTS

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council authorize the purchase of Allen Bradley/Rockwell components for the Clean Water Plant and Drinking Water Plant from Kendall Electric in the total estimated amount of \$35,000 per plant.
2. Funds for the purchase are budgeted in accounts 590-590-54300-775.000 and 591-591-55300-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of Allen Bradley/Rockwell components from Kendall Electric.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 15, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report

STAFF REPORT

Date: August 2, 2022

Subject: Allen Bradley/Rockwell Purchases

From: Dan Kleinheksel, Utility Maintenance Manager

Meeting Date: August 15, 2022

RECOMMENDATION:

It is recommended that the City Council authorize the Clean Water Plant and the Drinking Water Plant to make purchases of Allen Bradley/Rockwell components from Kendall Electric on an as-needed basis, up to \$35,000 annually per facility.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of utility plant equipment and components contributes to the efficiency of the equipment and to the prevention of untimely and costly repair or replacement that could potentially interrupt the day-to-day operations of the Clean Water Plant and the Drinking Water Plant.

DISCUSSION:

The maintenance staff at both the Clean Water Plant and the Drinking Water Plant often troubleshoot Allen Bradley/Rockwell plant process components such as PLC processors, modules, starters, and variable frequency drives throughout the year. At such time the Allen Bradley/Rockwell component cannot be repaired, the purchase of a replacement is required. Frequently, these components cost in excess of \$5,000.00 each.

Kendall Electric in Michigan is the only appointed Allen Bradley/Rockwell Automation distributor, authorized to sell and support Allen Bradley/Rockwell Automation products and services, in the geographic area in which the Clean Water Plant and Water Treatment Plant are located. Therefore, it is recommended that the City Council authorize the Clean Water Plant and the Drinking Water plant to make purchases from Kendall Electric for Allen Bradley/Rockwell components on an as-needed basis, up to \$35,000 annually per facility.

BUDGET IMPACT:

The expenses are anticipated and adequate funds exist in the following accounts: 590-590-54300-775.000 and 591-591-55300-775.000.