

**WORK SESSION AGENDA  
WYOMING CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS**

**Monday, May 8, 2023, 5:30 P.M.**

- 1) Call to Order**
- 2) Student Recognition**
- 3) Public Comment on Agenda Items (3 minute limit per person)**
- 4) Affordable Housing in Kent County and Wyoming**
- 5) Software Renewal Authorization**
- 6) 60<sup>th</sup> Street Sewer Expansion**
- 7) John Shay Employment Agreement**
- 8) 2024 Budget Review**
  - Pension and OPEB**
  - Grand Valley Regional Biosolids Authority**
  - Downtown Development Authority**
  - Brownfield Redevelopment Authority**
  - Greater Wyoming Community Resource Alliance**
  - Tree Commission**
- 9) Other Budget Follow Ups**
- 10) Any Other Matters**
- 11) Acknowledgement of Visitors/Public Comment (3 minute limit per person)**

## STAFF REPORT

Date: May 2, 2023  
Subject: Software Renewal Authorization  
From: Paul Gerndt, Director of Information Technology  
Meeting Date: May 8, 2023

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### **RECOMMENDATION:**

It is recommended City Council authorize payment of annual fees for renewal of computer hardware and software license and maintenance agreements and authorize the City Manager to acknowledge acceptance of agreements.

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

Computer hardware and software helps city staff meet regulatory and operational requirements and deliver public services with accuracy and efficiency. The practice of subscribing to annual or multi-year maintenance agreements facilitates the proper licensing of software, provides for technical support in many cases, and ensures timely availability of security patches and updates. Authorizing the City Manager to acknowledge acceptance of such renewals, and authorizing their payment promotes further efficiency by saving labor required to prepare many staff reports throughout the year.

### **DISCUSSION:**

All departments require computer hardware and software to provide their services.

Many significant hardware and software systems are afforded updates and maintenance under the terms of annual license and maintenance agreements and subject to payment of the providers' annual fees.

The fiscal 2024 budget for *software services* is over \$865 thousand. Some software as a service (SaaS) and similar systems are budgeted in accounts titled *Other Services*, and computer hardware maintenance agreements are budgeted in *Repairs and Maintenance* accounts in most significant funds. Across all funds, computer hardware and software maintenance and license agreements exceed \$1.1 million annually.

Computer hardware and software maintenance and license agreements are provided to the city through various channels. Some licenses and support agreements (i.e., BS&A, WonderWare, and Tyler Technologies New World ERP) come direct from their publisher; while other providers rely on a network of channel partners to sell their agreements (i.e., KnowBe4, AutoCAD, and VMWare). For the companies that use a variety of resellers, staff obtains comparative prices per the city charter and purchasing policy, to ensure the city receives the best value for each agreement.

It is recommended that Council authorize City Manager to acknowledge and accept renewal of computer hardware and software maintenance and license agreements, as authorized in the annual budget and listed in the attached *schedule of computer hardware and software maintenance and license agreements*.

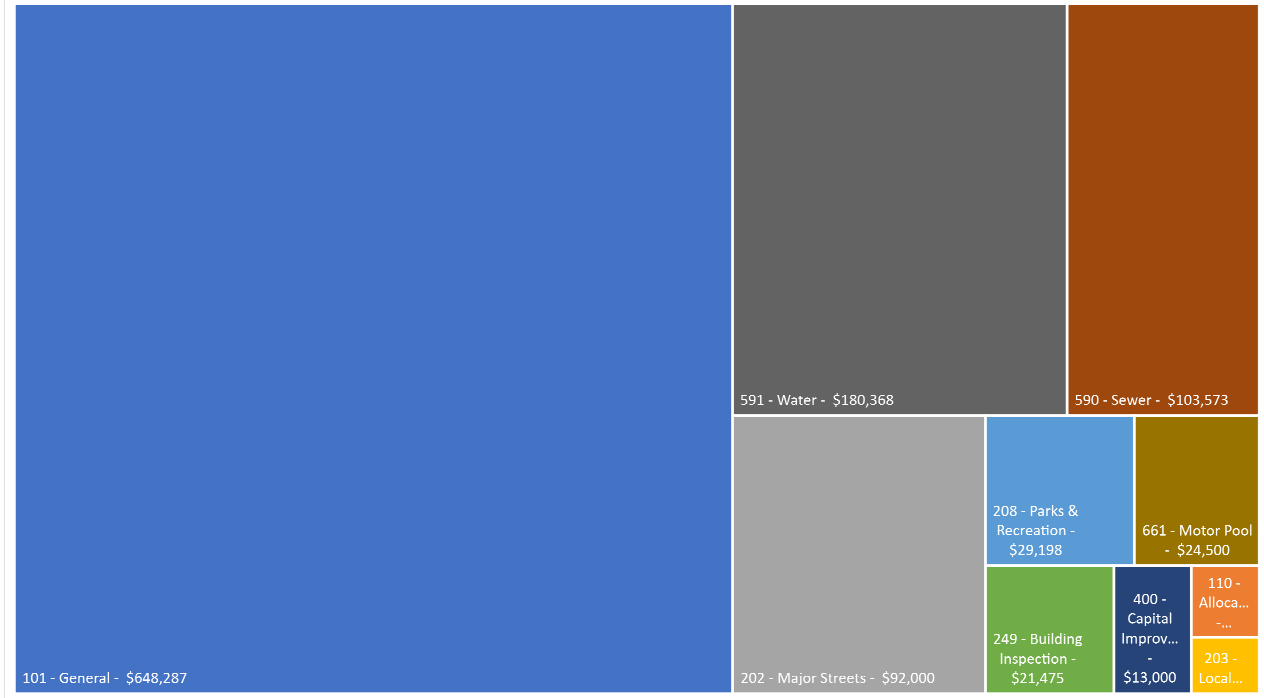
**BUDGET IMPACT:**

Computer hardware and software maintenance and license agreements are planned in the fiscal 2024 budget per this summary:

<u>Fund</u>	<u>806.000 Software Services</u>	<u>930.000 Repairs &amp; Maintenance</u>	<u>956.000 Other Services</u>	<u>Total</u>
101 - General	\$ 432,457	\$ 72,925	\$ 142,905	\$ 648,287
110 - Allocation			6,340	6,340
202 - Major Streets	35,550		56,450	92,000
203 - Local Streets			5,050	5,050
208 - Parks & Recreation	17,598		11,600	29,198
249 - Building Inspection	21,475			21,475
400 - Capital Improvement	13,000			13,000
590 - Sewer	103,573			103,573
591 - Water	178,368	2,000		180,368
661 - Motor Pool	24,500			24,500
<b>Total</b>	<b>\$ 826,521</b>	<b>\$ 74,925</b>	<b>\$ 222,345</b>	<b>\$ 1,123,791</b>

Fund	806.000 Software Services	930.000 Repairs & Maintenance	956.000 Other Services	Total	REGIS Dues
101 - General	\$ 432,457	\$ 72,925	\$ 142,905	\$ 648,287	38% \$ 51,077 \$ 134,909
110 - Allocation	-	-	6,340	6,340	\$ -
202 - Major Streets	35,550		56,450	92,000	12% \$ 16,257
203 - Local Streets	-	-	5,050	5,050	12% \$ 16,257
208 - Parks & Recreation	17,598	-	11,600	29,198	2% \$ 2,928
249 - Building Inspection	21,475	-	-	21,475	8% \$ 11,022
400 - Capital Improvement	13,000	-	-	13,000	\$ -
590 - Sewer	103,573	-	-	103,573	16% \$ 21,113
591 - Water	178,368	2,000	-	180,368	12% \$ 16,257
661 - Motor Pool	24,500	-	-	24,500	\$ -
<b>Total</b>	<b>826,521</b>	<b>74,925</b>	<b>222,345</b>	<b>1,123,791</b>	

Computer Hardware and Software Maintenance and License Agreements  
Fiscal 2024 Budget



<u>Hardware / Software Name</u>	<u>Departments</u>	<u>Channel</u>	<u>Budget Amount</u>
Placer.AI	CED / Planning	Direct	\$ 30,000
Election Hardware Maintenance	Clerk	Direct	\$ 28,925
Tyler Technologies - New World ERP Suite	Enterprise / IT	Direct	\$ 108,000
Smarsh SMS Archiving	Enterprise / IT	Direct	\$ 22,000
US Signal - Backup as a Service	Enterprise / IT	Direct	\$ 8,500
Zoom	Enterprise / IT	Direct	\$ 8,000
Service Express - Server Extended Maintenance	Enterprise / IT	Direct	\$ 7,440
Millennia / ITFusion - Mitel Phone Support	Enterprise / IT	Reseller	\$ 35,000
Databank / OnBase	Enterprise / IT	Reseller	\$ 25,000
Watchguard	Enterprise / IT	Reseller	\$ 25,000
VMWare	Enterprise / IT	Reseller	\$ 17,000
Veeam	Enterprise / IT	Reseller	\$ 10,500
Databank / Kofax Capture	Enterprise / IT	Reseller	\$ 10,000
KnowBe4 Security Awareness Training	Enterprise / IT	Reseller	\$ 8,500
Vermont Systems - RecTrac / MainTrac	Parks & Recreation	Direct	\$ 8,500
Core Technologies - CAM / TIMS / Talon	Public Safety	Direct	\$ 34,000
Flock Cameras	Public Safety	Direct	\$ 30,000
PowerDMS Inc - Power DMS / Power Engage	Public Safety	Direct	\$ 23,735
ImageTrend - Elite Fire Reporting	Public Safety	Direct	\$ 12,700
State of Michian - AFIS	Public Safety	Direct	\$ 8,500
NetMotion	Public Safety	Reseller	\$ 10,000
AssetWorks - FleetFocus FA	Public Works / Motor Pool	Direct	\$ 19,000
Tritech Software Systems/ Lucyty	Public Works / Utilities	Direct	\$ 76,500
Bank-Up Check Processing System	Treasurer	Direct	\$ 7,000
Wonderware North / WonderWare (SCADA)	Utilities	Direct	\$ 51,000
TetraTech SCADA Support	Utilities	Direct	\$ 18,500
Hach - WIMS	Utilities	Direct	\$ 9,000
Rockwell Automation (ControlLogix PLC)	Utilities	Direct	\$ 7,000
BS&A - BS&A Software Suite	Various	Direct	\$ 65,000
Microsoft M365 Suite	Various	Reseller	\$ 141,600
Miscellaneous Minor Contracts and Licenses	Various	Various	\$ 257,891
			\$ 1,123,791

\*Significant items requiring Commission Approval

## STAFF REPORT

Date: May 2, 2023

Subject: 60<sup>th</sup> Street Utility Agreement with Penske, Byron Township, Gaines Charter Township and City of Wyoming

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

Meeting Date: May 8, 2023

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### **RECOMMENDATION:**

It is recommended that the City enter into an agreement with Penske Truck Leasing, Byron Township and Gaines Charter Township for the installation of a sanitary sewer main, sewer laterals and water services in 60<sup>th</sup> Street, west of Clyde Park Avenue.

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

Public water and sewer infrastructure provides City residents and businesses with opportunity for clean, potable water and collection of sanitary waste in a safe and economical manner.

### **DISCUSSION:**

60<sup>th</sup> Street west of Clyde Park Avenue is a borderline street with Byron Township; parcels north of 60<sup>th</sup> are in the City, while those south are in Byron Township. An existing watermain owned and operated by Byron Gaines Utility Authority (BGUA) exists in the south side of 60<sup>th</sup> Street. Penske Truck Leasing (Penske) is currently building a new facility on the south side of 60<sup>th</sup> Street (see blue parcel on following area map). Penske is connecting to the existing watermain in 60<sup>th</sup> Street and also needs to construct a new sanitary sewer main in 60<sup>th</sup> Street to serve their facility.

Due to these infrastructure improvements, the City has an opportunity to provide water and sewer to its residents along the north side of 60<sup>th</sup> Street and avoid constructing independent water and sewer mains. The City does not have water or sewer in this area of 60<sup>th</sup> Street nor have plans to serve this area in the near future. Therefore, City residents would be able to connect to BGUA water and sewer infrastructure as soon as later this year and the City would not need to construct parallel, redundant, far more expensive water or sewer infrastructure at some point in the future.

The attached development agreement with Byron Township, Gaines Charter Township, and Penske outlines the obligations for Penske to construct a new sanitary sewer main in 60<sup>th</sup> Street and extend sanitary sewer laterals to the property boundaries of City residents living along 60<sup>th</sup> Street. Additionally, Penske would extend eight (8) water services to the property boundaries of each City parcel not served by other methods.

The attached agreement outlines the City's participation in the construction of the sanitary sewer main, laterals and water services. The City will participate in the construction of the sanitary sewer main and laterals in the amount of the City's special assessment rates. The City will participate in the actual cost of the eight (8) water services upon receiving a detailed invoice for said work from Penske's contractor. Upon acceptance of the completed construction, the City will special assess residents in accordance with City policy for the benefit of utilities to their properties. City residents will be able to defer the assessment until they decide to connect to the utility if they do not wish to

pay the assessment immediately. As a benefit to both the City and these residents, no cost of the original watermain installation will be borne by the City nor assessed to these residents.

Wyoming would participate \$32,079 for sanitary sewer main construction, \$22,640 sanitary lateral construction and actual cost (approximately \$20,000) for water service construction. Offsetting revenue for these costs will be collected either at time of assessment or connection, whichever the City property owner prefers.

Utility billing for water and sewer service would be consistent with other City properties that are served by BGUA utilities currently.

**BUDGET IMPACT:**

Wyoming will participate in the construction of the sanitary sewer main and sewer laterals in the amount equal to the special assessment. Sewer costs can be financed out of the Sewer Fund account number 590-441-54400-972.544, but a budget amendment is necessary. Funding for the water service construction can be financed out of the Water Fund account number 591-441-57300-972.573, and again, a budget amendment is necessary.

**Wyoming Construction Costs**

Sanitary Sewer Main	\$32,079.00
Sanitary Laterals	\$22,640.00
Water Services (Estimated)	<u>\$20,000.00</u>
Construction Cost	\$74,719.00

**Special Assessment Revenue (upon assessment or connection)**

Sanitary Sewer Main	\$32,079.00
Sanitary Laterals	\$22,640.00
Water Services	<u>\$10,880.00</u>
Total Special Assessment	\$65,599.00

**AREA MAP:**



## AGREEMENT TO SERVE WYOMING PARCELS WITH UTILITY SERVICES

This Agreement to Serve Wyoming Parcels with Utility Services is made as of \_\_\_\_\_, 2023, among the Township of Byron, a Michigan municipal corporation, the address of which is 8085 Byron Center Ave, Byron Center, MI 49315 (**Byron**), Gaines Charter Township, a Michigan municipal corporation, the address of which is 8555 Kalamazoo Ave, Caledonia, MI 49316 (**Gaines**), Penske Truck Leasing Co., L.P., a Delaware limited partnership, the address of which is 2675 Morgantown Rd, Reading, PA 19607 (**Penske**), and the City of Wyoming, a Michigan municipal corporation the address of which is 1155 28<sup>th</sup> St SW, Wyoming, MI 49509 (**Wyoming**).

### RECITALS

- A. Penske intends to develop property Penske owns at 1150 60<sup>th</sup> Street, SW in Byron, tax parcel number 41-21-02-200-001 (**Penske Property**) and needs public water and sanitary sewer services for that development.
- B. Pursuant to the 2011 Water Supply Agreement (**Water Agreement**) among Wyoming, Byron, and Gaines; Wyoming supplies water to a joint water distribution system owned by Byron and Gaines (**BGWS**) to serve a designated service area in Byron and Gaines in which the Penske Property is located.
- C. Pursuant to the 2006 Wastewater Disposal Agreement among Wyoming, Byron, and Gaines (**Wastewater Agreement**), Wyoming provides wastewater treatment and disposal services for wastewater collected by a joint wastewater collection system owned by Byron and Gaines (**BGSS**) to serve a designated service area in Byron and Gaines in which the Penske Property is located and wastewater generated in a portion of the City of Kentwood that flows through the BGSS.
- D. Under a contract with Byron and Gaines, the Byron-Gaines Utility Authority (**BGUA**) operates and maintains the BGWS and BGSS.
- E. The centerline of 60<sup>th</sup> Street, SW is the jurisdictional boundary line between Wyoming and Byron.
- F. There is an existing BGWS water main located in the 60<sup>th</sup> Street, SW right-of-way (**BGWS Water Main**) that can serve the Penske Property.
- G. Penske proposes constructing and installing a sanitary sewer main in the 60<sup>th</sup> Street, SW right-of-way between a connection to an existing sanitary sewer main owned by Wyoming located at the intersection of 60<sup>th</sup> Street, SW and Clyde Park Avenue, SW and extended to a point accessible to the Penske Property (**New BGSS Sewer Main**).
- H. The parcels listed below, which are located along the north side of 60<sup>th</sup> Street, SW in Wyoming (**Wyoming Parcels**), are not currently served by public water or sanitary sewer services. The parties agree that if laterals were constructed from the New BGSS Sewer Main to the north edge of the 60<sup>th</sup> Street, SW right-of-way (**BGSS-Wyoming Sewer Laterals**), the Wyoming Parcels could be served by the New BGSS Sewer Main and, if water services were added to the existing BGWS Water Main and extended to the north edge of the 60<sup>th</sup> Street, SW right-of-way (**BGWS-Wyoming Water Services**), such parcels could be served by the existing BGWS Water Main.

<u>Address</u>	<u>Parcel Number</u>
5985 Clyde Park Ave SW	41-17-35-476-010
831 60 <sup>th</sup> St SW	41-17-35-476-011
855 60 <sup>th</sup> St SW	41-17-35-476-012
901 60 <sup>th</sup> St SW	41-17-35-476-006
945 60 <sup>th</sup> St SW	41-17-35-476-005
975 60 <sup>th</sup> St SW	41-17-35-476-004
987 60 <sup>th</sup> St SW	41-17-35-476-003
1007 60 <sup>th</sup> St SW	41-17-35-451-010
1033 60 <sup>th</sup> St SW	41-17-35-451-009
1055 60 <sup>th</sup> St SW	41-17-35-451-006
1087 60 <sup>th</sup> St SW	41-17-35-451-015

I. The parties are mutually amenable to providing public water and sanitary sewer service to the Wyoming Parcels in accordance with the terms of this Agreement.

#### TERMS AND CONDITIONS

##### 1. Construction and Installation.

A. Penske will construct or cause to be constructed the New BGSS Sewer Main, connecting it to the existing Wyoming sanitary sewer main at the intersection of 60<sup>th</sup> Street, SW and Clyde Park Avenue, SW at a point, in a manner, using materials, and in accordance with plans and specifications approved by Wyoming's city engineer and Byron's township engineer. The New BGSS Sewer Main will include the construction of a wastewater metering facility. Wyoming, Byron and Gaines accept the concepts for the New BGSS Sewer Main (including the wastewater metering facility) set forth in the drawing prepared by Vriesman & Korhorn, File No. 1155, dated 11/29/2022 entitled "Clyde Park Sewer Meter Preliminary Layout," subject to the review and approval of more detailed construction drawings by Wyoming's city engineer and Byron's township engineer before construction begins.

1. Byron and Gaines will obtain any needed permits from the Michigan Department of Environment, Great Lakes, and Energy. Penske will also obtain all needed permits from the Kent County Road Commission.

2. Byron and Gaines will have the right, but not any obligation, to inspect the work.

B. While constructing or causing to be constructed the New BGSS Sewer Main, Penske will install or cause to be installed the BGSS-Wyoming Sewer Laterals using materials and in accordance with plans and specifications approved by Wyoming's city engineer and Byron's township engineer. Wyoming and Byron will have the right, but not any obligation, to inspect the work.

C. While constructing or causing to be constructed the New BGSS Sewer Main, Penske will install or cause to be installed the BGWS-Wyoming Water Services using materials and in accordance with plans and specifications approved by Wyoming's city engineer and Byron's township engineer. Wyoming and Byron will have the right, but not any obligation, to inspect the work.

D. After the completion of the New BGSS Sewer Main, the BGSS-Wyoming Sewer Laterals, and the BGWS-Wyoming Water Services and their acceptance by BGUA and Wyoming, the BGUA and Byron's township engineer shall file with or cause to be filed with BGUA and Wyoming's city engineer as-built plans for the New BGSS Sewer Main, the BGSS-Wyoming Sewer Laterals, and the BGWS-Wyoming Water Services.

##### 2. Payment for Construction and Installation.

A. Wyoming will pay Penske \$51,999 for the installation of the BGSS-Wyoming Sewer Laterals. Payment will be made within 30 days after the construction and installation is completed and accepted by BGUA and Wyoming.

B. Wyoming will reimburse Penske for the cost of the installation of the BGSS-Wyoming Water Services, subject to Penske providing Wyoming with detailed invoices itemizing costs for materials and labor for such installation. Payment will be made by Wyoming to Penske within 30 days after submittal of such invoices, and the installation is completed and accepted by BGUA and Wyoming.

3. Wyoming Special Assessments and Connection Costs. Wyoming will specially assess the Wyoming Parcels for the BGSS-Wyoming Sewer Laterals and the BGWS-Wyoming Water Services in accordance with Wyoming's normal practice for such special assessments. Those special assessments may or may not be wholly or partially deferred depending on the Wyoming City Council resolutions levying them. Wyoming will invoice owners of the Wyoming Parcels rates, fees, and charges for connection to the BGSS-Wyoming Sewer Laterals and the BGWS-Wyoming Water Services in accordance with Wyoming's normal practice and applicable Wyoming ordinances, schedules, and policies.

4. Service Charges. Wyoming will read meters for the Wyoming Parcels connected to the BGSS-Wyoming Sewer Laterals and the BGWS-Wyoming Water Services and bill owners of those parcels water and sanitary sewer service at the same rates, fees, and charges as Wyoming charges other Wyoming water and sanitary sewer system users. Wyoming will pay BGUA water and sanitary sewer service rates, fees, and charges for service to the Wyoming parcels the same as BGUA invoices water and sanitary sewer system users served by BGUA.

5. Maintenance and Responsibility. Upon acceptance of the BGSS-Wyoming Sewer Laterals and BGWS-Wyoming Water Services, Wyoming shall be responsible for the maintenance and repair of such infrastructure according to and consistent with the Wyoming code of ordinances and Wyoming's water and sewer policies. Wyoming shall notify the BGUA when Wyoming undertakes repairs or maintenance of the BGSS-Wyoming Sewer Laterals and BGWS-Wyoming Water Services. BGUA shall notify Wyoming when BGUA undertakes and repairs or maintenance of the BGSS Sewer Main or BGWS Water Main. Wyoming and BGUA shall provide to each other notice of a disruption of service in advance of the disruption except in the case of an emergency.

6. General Provisions.

A. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all other agreements between the parties regarding its subject matter. Any waiver, alteration or modification of this Agreement will not be valid unless in writing signed by all parties.

B. Except to the extent specifically provided in this Agreement the 2011 Water Agreement and 2006 Wastewater Agreement remain unaffected by this Agreement.

C. All parties had input in the drafting of this Agreement and the advice of legal counsel before signing it. Therefore, this Agreement shall be construed as mutually drafted. The captions are only for reference and shall not affect its interpretation. However, the recitals are an integral part of this Agreement.

D. This Agreement may be signed in one or more counterparts, all of which will be considered the same agreement and will be effective when one or more counterparts have been signed by all the parties and delivered to the other parties. Signatures on this Agreement and any other documents to be signed under this Agreement, may be delivered by facsimile or electronic mail in lieu of an original signature. The parties will treat facsimile signatures and electronic mail signatures as original signatures.

E. This Agreement does not obligate Wyoming, Byron, Gaines, or BGUA or their respective officers, employees, or agents to approve any plans, specifications, or work except using standard requirements, criteria, and procedures.

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

**Township of Byron**

By: \_\_\_\_\_  
Don Tillema, Supervisor

By: \_\_\_\_\_  
Peggy Sattler, Clerk

Date signed: \_\_\_\_\_, 2023

**Penske Truck Leasing Co., L.P.**

By: PTL GP, LLC, a Delaware Limited Liability Company, General Partner

By: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

Date signed: \_\_\_\_\_, 2023

**Gaines Charter Township**

By: \_\_\_\_\_  
Robert DeWard, Supervisor

By: \_\_\_\_\_  
Michael Brew, Clerk

Date signed: \_\_\_\_\_, 2023

**City of Wyoming**

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, Clerk

Date signed: \_\_\_\_\_, 2023

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

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

RESOLUTION TO APPROVE AN EMPLOYMENT AGREEMENT, AUTHORIZE  
THE MAYOR AND CLERK TO SIGN IT, AND WELCOME JOHN SHAY AS THE  
NEXT CITY MANAGER

WHEREAS:

1. Mayor Vanderwood appointed an *ad hoc* city manager search committee comprised of himself, Mayor Pro Tem Postema, and Councilmember Postler, to lead the search for the next Wyoming City Manager.
2. During special meetings held on April 13 and 15, 2023, the City Council interviewed four excellent candidates seeking to serve as the city's next city manager.
3. At its April 17, 2023, meeting the City Council authorized and directed the city manager search committee to negotiate an employment agreement with John Shay to be the next city manager.

NOW, THEREFORE, BE IT RESOLVED:

1. The proposed employment agreement with John Shay is approved in the form attached as Exhibit A and the Mayor and City Clerk are authorized and directed to sign it on behalf of the City.
2. The City Council welcomes John Shay as the next City Manager and looks forward to his starting work at the City on Tuesday, May 30, 2023.
3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried     Yes  
                              No

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a work session meeting held on May 8, 2023.

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Kelli A. VandenBerg, Wyoming City Clerk

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

## STAFF REPORT

Date: April 24, 2023

Subject: Grand Valley Regional Biosolids Authority FY24 Budget Approval

From: Jon Burke, CWP Superintendent

Date of Meeting: May 15, 2023

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### RECOMMENDATION:

It is recommended that the City Council approve the FY24 budget for the Grand Valley Regional Biosolids Authority (GVRBA), as required by Section 11 of the Joint Biosolids Management Project Agreement between the communities of Wyoming and Grand Rapids.

### COMMUNITY, SAFETY, STEWARDSHIP:

The adoption of the FY24 GVRBA budget assures the continued commitment by Wyoming to provide a diversity of residuals disposition options that are environmentally beneficial and leverage the resources of both communities.

### DISCUSSION:

The Operations Team of the GVRBA is required to develop an annual budget that must be approved by the GVRBA Board of Directors, the Wyoming City Council, and the Grand Rapids City Commission. Budget development occurred earlier this year by the staff at both facilities including the designated project manager. On April 20<sup>th</sup>, the GVRBA Board of Directors approved the FY24 budget and recommended subsequent approval by both communities.

The FY24 GVRBA budget includes an approximate 31% increase for landfill tipping fees and trucking costs and a 15% increase in polymer expense. There is no increase in the land application fees this year, however the cost of odor control chemicals and liquid lime slurry continue to rise. The budget also includes money to replace the drive unit for another one of the centrifuge units at the Grand Rapids site. This should be the final year of a 3-year replacement plan.

Per the Joint Biosolids Management Project Agreement, Wyoming's share of the FY24 GVRBA O&M budget is based on the final processed amount from the previous biosolids reporting year, which ended September 30, 2022. Also, per standard practice, Wyoming's share of the debt service budget is based on raw solids contributed. This means that the Wyoming share of the FY24 budget will be 47.2% of the total O&M budget and 37.4% of the debt service budget, for a total of \$5,515,771. This is an increase of \$884,174 from Wyoming's partner share of the GVRBA FY23 adopted budget.

### BUDGET IMPACT:

Wyoming's share of the FY24 GVRBA budget is \$5,515,771. The proposed 2024 Sewer Fund budget includes approximately 93% of this amount or \$5,147,484 (account 590-590-54300-921000). Because Wyoming finalizes its own budgets earlier in the year than GVRBA does, it is likely that we will need a budget amendment later in the year to cover the additional expense.

	A	B	C	D	E	F	G
1	<b>Projected and Historical Dry Ton Production Information</b>						
2				FY2024			
3				Proposed Budget	FY2024 Actual Solids		
4					5/3/2023		
5	<b>Dry Tons Produced - (undigested)</b>						
6		GRWRRF	Solids	11,500	-		
7							
8		WCWP	Solids	6,868	-		
9							
10			Total Solids	18,368	-		
11	Partner Percentage of Total Solids Produced						
12		GRWRRF		62.6%	#DIV/0!		
13		WCWP		37.4%	#DIV/0!		
14	<b>Dry Tons Disposed - (processed by GVRBA)</b>						
15		GRWRRF					
16							
17			Amount sent to landfill	7,000	-		
18							
19			GRWRRF Sub-Total	7,000	-		
20		WCWP					
21			Amount sent to landfill	1,700	-		
22			Amount applied to land	5,100	-		
23			WCWP Sub-Total	6,800	-		
24							
25			Total Solids	13,800			
26	Partner Percentage of Total Solids Processed						
27		GRWRRF		50.7%	#DIV/0!		
28		WCWP		49.3%	#DIV/0!		
29	<b>Partner Percentage Calculation of Debt Service and Administration</b>						
30							
31							
32			Annual Debt Service	\$ 2,098,431	\$ 2,098,431		
33			Administrative Cost	\$ 40,000	\$ -		
34			Financial Processing (Comptrollers)	\$ 5,200	\$ -		
35			Capital				
36			V Building Pump	\$ 60,000	\$ -		
37			Centrifuge Drive	205,000	\$ -		
38			Storage Tank Rental	\$ 409,760	\$ -		
39			Additional Contributions to meet debt/O&M requirements	\$ -	\$ -		
40			Total	\$ 2,818,391	\$ 2,098,431		
41	Partner Share of Debt Service and Administration						
42			GRWRRF (Monthly = \$147,026)	\$ 1,764,313	#DIV/0!	#DIV/0!	True-Up
43			WCWP (Monthly = \$87,840)	\$ 1,054,078	#DIV/0!	#DIV/0!	
44	<b>Partner Percentage Calculation of Operations and Maintenance</b>						
45	Landfill						
46		GRWRRF		80.5%	#DIV/0!		
47		WCWP		19.5%	#DIV/0!		
48	Land Application						
49		GRWRRF		0.00%	#DIV/0!		
50		WCWP		100.00%	#DIV/0!		
51							
52							
53			Landfill Cost	\$ 6,201,692	\$ -		
54			Land Application Cost	\$ 3,252,363	\$ -		
55	Partner Share of Operations and Maintenance						
56			GRWRRF (Monthly = \$416,030)	\$ 4,992,362	#DIV/0!	#DIV/0!	True-Up
57			WCWP (Monthly = \$371,808)	\$ 4,461,693	#DIV/0!	#DIV/0!	
58			dry ton rate landfilled	\$ 713	#DIV/0!		
59			dry ton rate land applied	\$ 638	#DIV/0!		
60	<b>O&amp;M Expenses</b>						
61	7520 Supplies						
62			Polymer	1,500,000	-		
63			Carbon	230,000	-		
64			Miscellaneous	60,000	-		
65			Supplies Sub-Total	1,790,000	-		
66	8010 Contractual Services						
67			Trucking	540,000	-		
68			Landfill	2,800,000	-		
69			GRWRRF O&M Segments 1 & 4	900,000	-		
70			WCWP O&M Segments 2 & 3	71,692	-		
71			VFD backdrive		-		
72			Centrifuge Service	100,000	-		
73					-		
74			Land Application	3,252,363	-		
75			V building pump		-		
76			Contractual Services Sub-Total	7,664,055	-		
77					-		
78			Expenses Total	9,454,055	-		
79	<b>Cash Balance, Debt, O&amp;M, Obligations</b>						
80	Cash Balance						
81			Operations (Subfund 592)	3,800,000	-		
82			Construction (Subfund 593)		-		
83			Cash Balance Total	3,800,000	-		
84			Minimum needed for working capital balance				
85			90 days o&m	2,363,514			
86			25% of debt service	524,608			
87			minimum working capital balance needed	2,363,514			
88			working capital available	1,436,486			
89							
90			Addnl contribution needed to meet 90 days o&m	0			
91							
92			DSCR Requirement (>1.25 needed)	1.35			
93							
94			Addnl contribution needed to meet DSCR	0.00			
95	<b>Revenue</b>						
96	GRWRRF						
97			Debt Service and Administration	1,764,313	#DIV/0!		
98			Landfill Cost	4,992,362	#DIV/0!		
99			WAS Tank Rental	60,000			
100			Land Application Cost	-	#DIV/0!		
101			Total	6,816,675	#DIV/0!		
102	WCWP						
103			Debt Service And Administration	1,054,078	#DIV/0!		
104			Landfill Cost	1,209,330	#DIV/0!		
105			Land Application Cost	3,252,363	#DIV/0!		
106			Total	5,515,771	#DIV/0!		
107	Partner Share of Revenue Requirements						
108			GRWRRF (Monthly = \$568,056)	6,816,675	-	#DIV/0!	Total
109			WCWP (Monthly = \$459,648)	5,515,771	-	#DIV/0!	True-Up
110			Total	12,332,446			
111	Dry Ton Rate Combined						
112				894	#DIV/0!		
113	GRWRRF = City of Grand Rapids Wastewater Treatment Plant						
114	MDEQ = Michigan Department of Environmental Quality						
115	GVRBA = Grand Valley Regional Biosolids Authority						



**ALL CHANGES ARE IN BOLD**

**IV – ENGINEERING DEPARTMENT**

Administrative Fees

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

General Engineering Fees

Fire Lines

Based on Construction	4.00%	
Minimum Fee	\$150.00	<b><u>200.00</u></b>

Testing and Chlorination of water mains

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

Subdivision Inspection

Based on Construction Cost	4.00%	
Minimum Fee	\$150.00	<b><u>200.00</u></b>

Standard Special Assessment Rates

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

Street

Rural Improvement – Residential	\$53.30 lf	<b><u>56.30</u></b>
Full Improvement – Residential	\$90.80 lf	
Full Improvement – Commercial	\$114.60 lf	

Sanitary Sewer

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

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

Watermain

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

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

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

Site Development Stormwater Fees (within Regional Detention areas)

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

Street Permits

Minimum Insurance Policy Requirements ~~Per Policy~~

**Contact the Engineering Department for minimum coverage amounts**

~~General Liability Coverages (Occurrence/Aggregate)~~ \$1,000,000/\$2,000,000

~~Automotive Liability/Combined Single Limit~~ \$1,000,000

~~Workers Compensation~~ \$500,000

~~Policy must name the City of Wyoming as Additional Insured~~

Banners and Signs over right-of-way	\$40.00	
Building Mover's Permit	\$100.00	
Moving Oversized objects, less than 13 feet in width (per occurrence)	\$10.00	
Moving Oversized objects, greater than 13 feet in width (per occurrence)	\$25.00	
Moving Overweight objects (per occurrence)	\$75.00	
Work performed outside of normal working hours requiring City Supervision	Actual Cost	
Drive Culverts (City Installed)	Actual Cost	
Underground Utilities (parallel to centerline)		
Per lineal Foot	\$0.20	
Minimum Fee	\$125.00	
Residential Drive Approach Construction		
Concrete	\$100.00	<b><u>110.00</u></b>
Asphalt	\$30.00	<b><u>35.00</u></b>
Reconstruction	\$30.00	<b><u>35.00</u></b>
Drive Removal (if performed separate from new Construction)	\$30.00	<b><u>35.00</u></b>
Landscaping Grades	\$60.00	<b><u>70.00</u></b>
Drive Grade Stakes (Only)	\$60.00	<b><u>70.00</u></b>
<b>Reconstruct Curb and Gutter</b>		<b><u>35.00</u></b>
Commercial Drive Approach Construction		
Flared	\$150.00	<b><u>200.00</u></b>
Radius	\$300.00	<b><u>370.00</u></b>
Tapered		
Based on Construction Cost	4%	
Minimum Fee	\$150.00	<b><u>200.00</u></b>
<b>Reconstruction (Less than 50 feet)</b>		<b><u>40.00</u></b>
<b>Reconstruction (50 feet or greater)</b>	\$85.00	<b><u>150.00</u></b>
Drive Removal (Not Replaced)	\$40.00	<b><u>50.00</u></b>
Reconstruct Curb & Gutter	\$35.00	<b><u>40.00</u></b>
Sidewalk Construction		
New Construction	\$160.00	<b><u>180.00</u></b>
<b>Reconstruction (Less than 50 feet)</b>		<b><u>35.00</u></b>
<b>Reconstruction (50 feet or greater)</b>	30.00	<b><u>150.00</u></b>
ADA Ramps	\$160.00	<b><u>180.00</u></b>
Restaking	\$60.00	<b><u>70.00</u></b>
<b>Lane Closure</b>		<b><u>100.00</u></b>
Street Opening	\$400.00	<b><u>500.00</u></b>
<b>Trenchless Road Crossing Jack and Bore R.O.W</b>	\$150.00	<b><u>175.00</u></b>
Traffic Closure (Detour)	\$500.00	<b><u>600.00</u></b>
Parkway Opening	\$50.00	<b><u>60.00</u></b>
Storm Sewer	\$30.00	<b><u>35.00</u></b>
Utility connection	\$60.00	<b><u>70.00</u></b>
Resurfacing Pavements		
Asphalt	Actual Cost plus 25%	
Concrete	Actual Cost plus 25%	

All street opening patches shall be replaced by a qualified Contractor or by the City of Wyoming (at the expense of the applicant)

Miscellaneous		
	All work within the right-of-way not covered in the above fees	\$25.00 <b><u>50.00</u></b>
	Sign return	
	For return of each sign removed from public property	\$5.00
	Portable Basketball Hoop (PBH) Return	
	For return of each PBH removed from public property	\$25.00
Telecommunications Permit		
	Right-of-Way Telecommunications Permit	\$500.00
	Modified Right-of-Way Telecommunications Permit for DAS/Small Cell License	500.00
	DAS/Small Cell License Monthly Rates	
	Tier 1 – poles installed prior to License being issued	25.00/month/pole
	Tier 2 – located in area with existing above- ground utility installations	75.00/month/pole
	Tier 3 – located in area that requires buried utilities for new installations	150.00/month/pole
	Tier 4 – co-located on existing pole, including City of Wyoming-owned	0.00
	Tier 5 - (Reserved)	

**ALL CHANGES ARE IN BOLD**

**VII - PLANNING AND DEVELOPMENT**

PLANNED UNIT DEVELOPMENTS

(For overall review only; separate additional fees are required for individual projects within the PUD)

Under 41 acres	\$ 700.00
41 acres or over	1,200.00
Major Revisions (as determined by Planning Director)	250.00

REQUEST FOR ZONING CODE TEXT AMENDMENT	600.00
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REZONING PETITION

Under 1 Acre	600.00
1 Acre or over	1000.00

RIGHT-OF-WAY VACATIONS

Residential	75.00
Nonresidential	200.00

SITE PLAN REVIEW

Apartments, Townhouses, Condominiums	
Other types of Multiple Family	600.00
. . . plus, \$4.00 per unit up to	1,800.00

Commercial, Industrial, Others:

Site size under one acre	400.00
Site sizes one acre or over	600.00

Additions:

Site sizes under one acre	200.00
Site sizes one acre or over	300.00
. . . except, building additions under 700 square feet	100.00

SPECIAL PLANNING COMMISSION MEETINGS

(Requested by petitioner)	500.00
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SPECIAL USE APPLICATION	500.00
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SUBDIVISION OR PLAT APPROVAL

Preliminary Plat-Tentative Approval	
(One-time fee covers Preliminary Plat-Final Approval and Final Plat Approval)	600.00
. . .plus, per lot	6.00

ZONING CONFIRMATION LETTERS	25.00
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MOBILE FOOD VENDOR LICENSE APPLICATION	300.00
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<b>Annual License</b>	<b>50.00</b>
<b>Fire Inspection (if needed)</b>	<b>175.00</b>

**ALL CHANGES ARE IN BOLD**

**X - UTILITIES**

These fees will be effective as of **July 01, 2023**

**WASTEWATER PENALTIES**

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

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

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

\*Based on average day for previous quarter

\*\* Maximum penalty allowed by law

## TREATED GROUNDWATER DISCHARGE

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

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

## WASTEWATER SURCHARGE RATES

BOD	Up to 460 mg/L	> 460 mg/L
Rate/lb.	\$0.00	<b>\$0.190</b>
SS	Up to 260 mg/L	> 260 mg/L
Rate/lb.	\$0.00	<b>\$0.340</b>
Phosphorus	Up to 12 mg/L	> 12 mg/L
Rate/lb.	\$0.00	<b>\$4.76</b>
Oil and Grease	Up to 91 mg/L	> 91 mg/L
Rate/lb.	\$0.00	<b>\$0.110</b>
Ammonia	Up to 32 mg/L	> 32 mg/L
Rate/lb.	\$0.00	<b>\$0.700</b>

## WATER METER INSTALLATIONS

Water Meters\*:

Meter Size	Charge
5/8 inch	\$ 224.09
1 inch	298.04
AMI Endpoint	140.00

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

## WATER SERVICE INSTALLATIONS

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

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

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

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

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

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

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

Water System Development Charge  
by tap size

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

Sewer System Development Charge  
by water tap size

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

WATER SERVICE

Quarterly Ready-to-Serve Charge is applicable to all customers with public water service. Ready-to-Serve Charge will be assessed whether or not the water meter is installed and whether or not water is being used. The Ready-to-Serve is not charged if the water service is capped because of destruction or demolition of the structure served by the service or for specific cases as decided by the Director of Public Works. If the owner of a residential, commercial, industrial, or other property requests cessation of service (i.e. water is turned off at the stop box and the meter is pulled) a Ready-to-Serve charge will be charged at the same rate as if a 5/8-inch meter was installed.

Water Meter Size	Charges	
5/8 inch	\$ 24.73	<u>26.71</u>
1 inch	50.72	<u>54.77</u>
1 1/2 inch	108.85	<u>117.55</u>
2 inch	168.25	<u>181.71</u>
3 inch	291.96	<u>315.31</u>
4 inch	545.58	<u>589.22</u>
6 inch	1,123.79	<u>1,213.69</u>
8 inch	1,891.58	<u>2,042.90</u>

Water commodity rate (in addition to Readiness to Serve Charge):

Quantity steps applicable rate, per 100 cubic feet: \$1.61 1.85

## SEWER SERVICE

Quarterly Ready-to-Serve Charge is applicable to all customers with public sewer service. Ready-to-Serve Charge will be assessed whether or not sewer is being used. The Ready-to-Serve is not charged if the sewer lateral is capped because of destruction or demolition of the structure served by the lateral or for specific cases as decided by the Director of Public Works. If the owner of a residential, commercial, industrial, or other property requests cessation of service (i.e. water is turned off at the stop box and the meter is pulled) a Ready-to-Serve charge will be charged at the same rate as if a 5/8-inch meter was installed.

Water Meter Size	Charges	
5/8 inch or no meter	\$ 18.50	<u>19.98</u>
1 inch	32.29	<u>34.87</u>
1 1/2 inch	59.94	<u>64.73</u>
2 inch	87.52	<u>94.52</u>
3 inch	211.81	<u>228.75</u>
4 inch	349.92	<u>377.91</u>
6 inch	695.09	<u>750.69</u>
8 inch	1,040.29	<u>1,123.51</u>
12 inch	1,598.20	<u>1,726.05</u>

Sanitary Sewer commodity rate (in addition to Readiness to Serve Charge):  
 per 100 cubic feet (hereinafter referred to as billing unit) of water use per quarter: \$3.16 3.63

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

Effective July 1, 2023, the minimum charge per quarter for those residential sewer users not served by the City's water system shall be \$50.56 plus the applicable Ready to Serve Charge.

### LATE CHARGE

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

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

### FIRE SPRINKLER CONNECTION

(per year charge applicable to unmetered connections):

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

### MISCELLANEOUS FEES

Cash deposit for Section 86.43(4)	150.00
Collection Cost Recovery Fee	40.00
AMI Opt-Out Fee (per read)	30.00
Deposit for Hydrant Backflow Preventor	500.00
Water Construction Fee (60 days)	80.50
Pool Filling Permit:	
Homeowner and contractor	80.50
Miscellaneous Hydrant Usage:	
Used one day	80.50
Used after first day	80.50
Plus metered usage at current water rate, plus 100%	
Unauthorized hydrant use, penalty of	500.00
Unauthorized water use, penalty of	500.00

#### NPDES Permit Treated Groundwater

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

### WASTE HAULERS

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

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

Miscellaneous waste haulers including septage haulers:  
(to be paid in advance)

\$80.47 per 1000 gallons per load, or fraction  
thereof